Proposed 108-9880 Napier Pl

$459,900

Proposed 108-9880 Napier Pl

Area	Chemainus
Bedrooms	2
Bathrooms	2
Lot Size	0
Floor Space	1282
Age	2021
Taxes	0
Tax Year	2020
MLS#	859232
Parking	

To view interactive floor plans scan this QR code with your smart phone

Proposed 108-9880 Napier Pl

BRAND NEW customizable townhome under construction in the quaint seaside village of Chemainus. This 1282 sq ft, 2 bed + den, 2 bath, 1 level, open concept home has many exciting features such as a forced air natural gas furnace, natural gas fireplace, 9 foot ceilings, ensuite bathroom, walk in closet, kitchen pantry, laundry room, hardi board siding with stone features, thermal windows, garage, rear patio, private backyard bordering onto greenspace, 4' crawlspace for storage, and new home warranty. Great location within walking distance to the ocean, shopping, restaurants, recreation, parks, trails, and more. A perfect opportunity to enjoy the Cowichan lifestyle. Property is eligible for Property Transfer Tax exemption. Townhome strata complex is 40+ with two dogs /cats allowed and no rental restrictions. $267 per month strata fee includes gardening, garbage & water. Photos are of builder's previous work in Artisan Village, not exactly as shown.

Grant & Nathan Clement

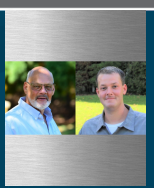
Sutton Group West Coast Realty - Duncan

(250) 748-5000

2610 Beverly Street

nathan@clementrealestate.com

ClementRealEstate.com



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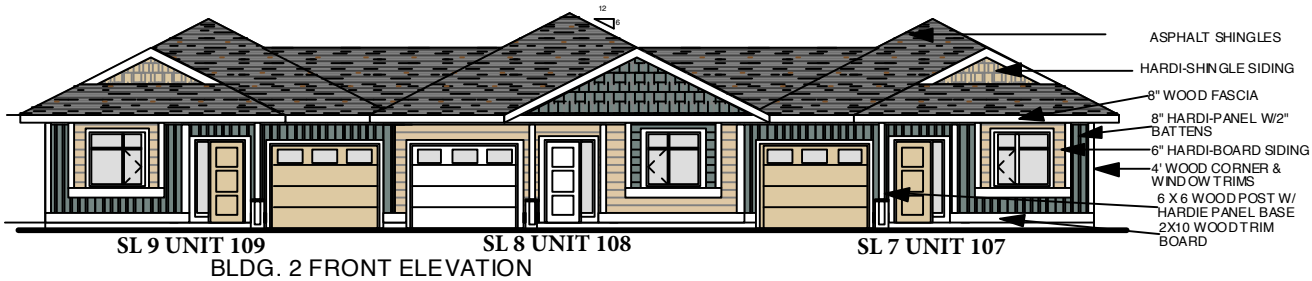
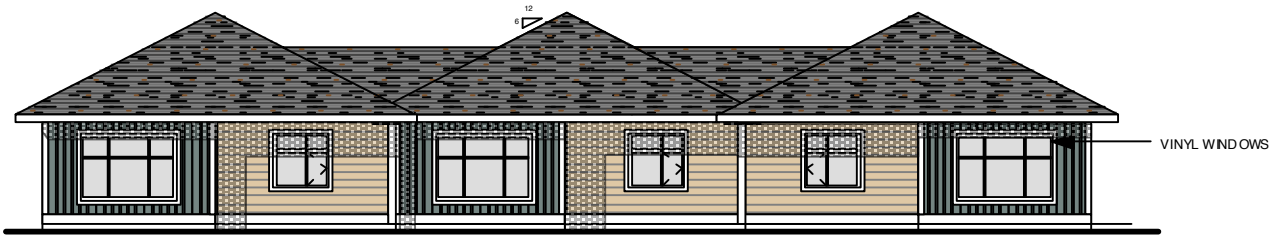
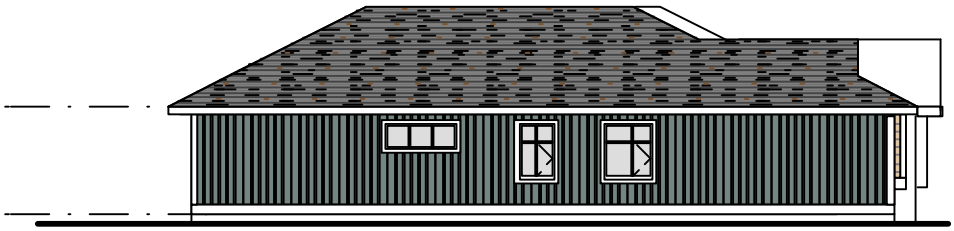
ARTISAN VILLAGE MULTI FAMILY



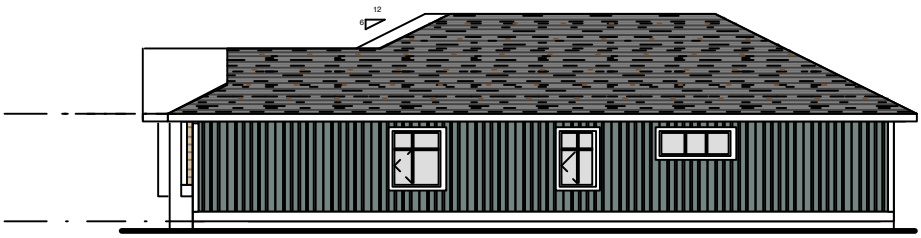
BLDG. 2 FRONT ELEVATION
scale 1/16"=1'-0"



BLDG. 2 REAR ELEVATION



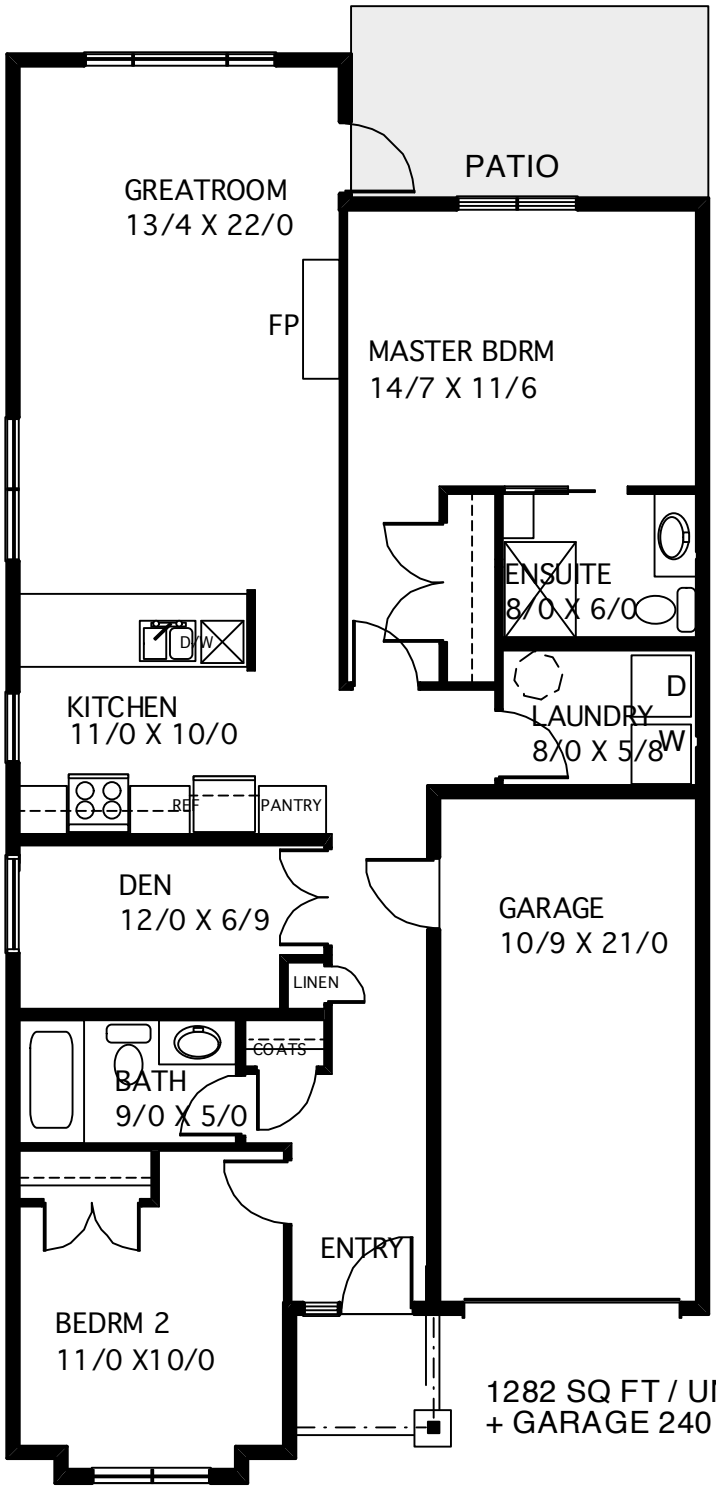
BLDG. 2 LEFT SIDE ELEVATION



BLDG. 2 RIGHT SIDE ELEVATION

BUILDING 2 - 3 UNIT TOWNHOUSE ELEVATIONS
1 STOREY

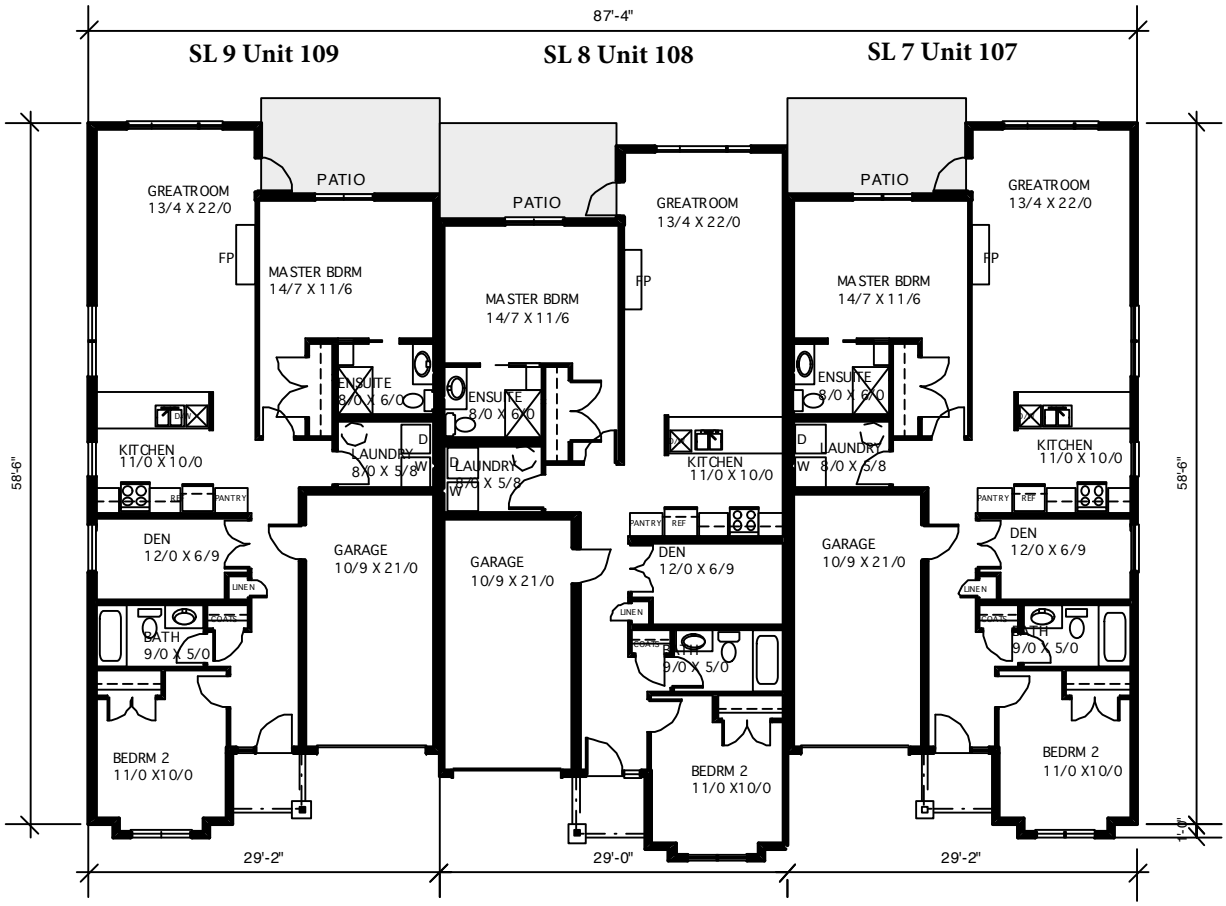
ARTISAN VILLAGE MULTI FAMILY



BUILDING 2 - 3 UNIT TOWNHOUSE -1 STOREY
TYPICAL OUTER UNIT PLAN
(REVERSE FOR OTHER SIDE)

***SL 8 Unit 108 is in reverse of this floor plan**

ARTISAN VILLAGE MULTI FAMILY

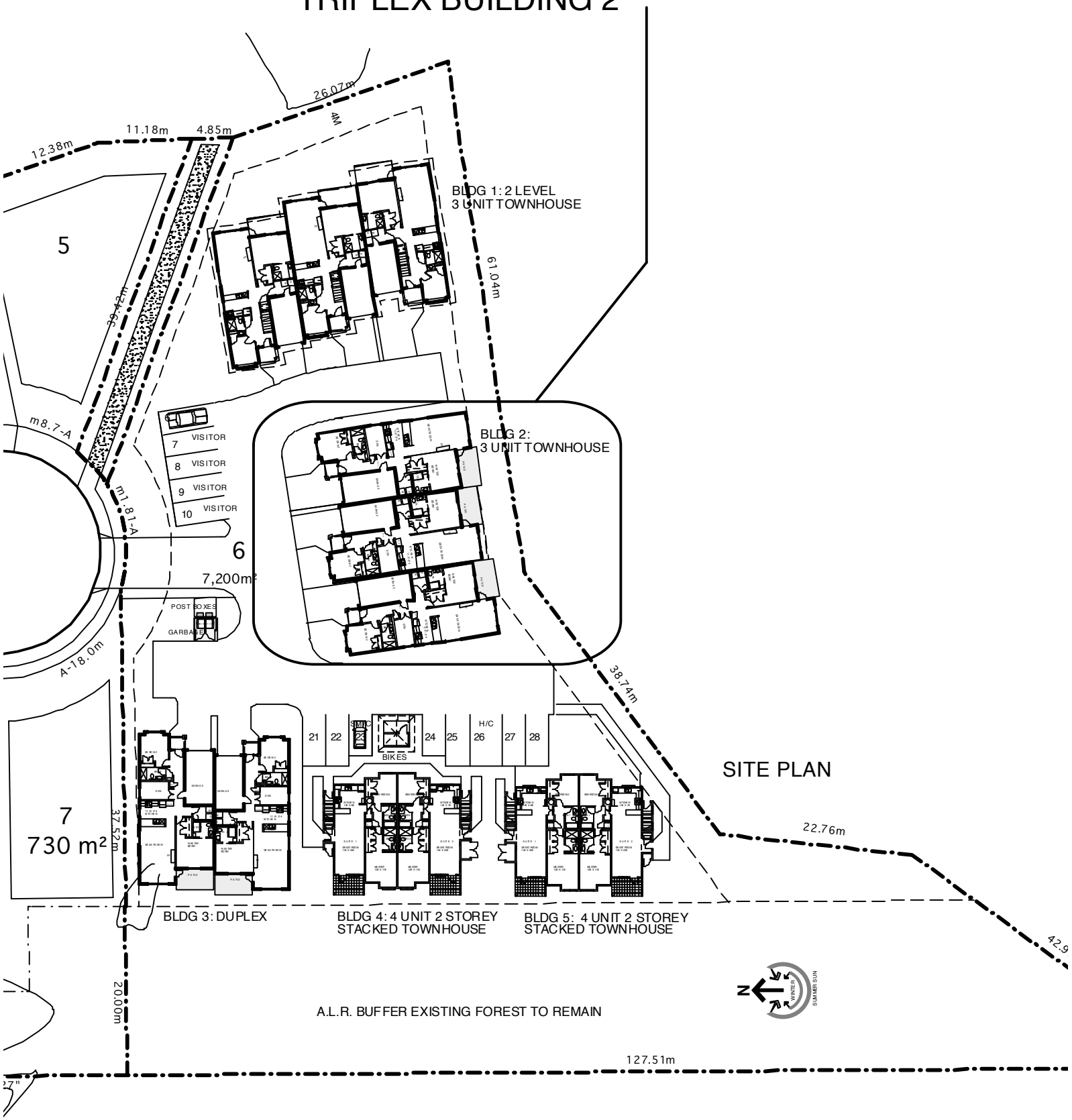


FLOOR PLAN BLDG. 2
ONE STOREY 3 UNIT TOWNHOUSE
SCALE 1/16"=1'-0"

1282 SQ FT / UNIT
+ GARAGE

BUILDING 2
ONE STOREY TRIPLEX PLAN

ARTISAN VILLAGE MULTI FAMILY
TRIPLEX BUILDING 2



A

0897109 BC Ltd
Chris Clement
P.O. Box 78
Duncan, BC V9L 3X1

SPECIFICATION SHEET –

STRATA LOT # 8 : Address #108 - 9880 Napier Rd, Chemainus, BC

FOUNDATION:

1.1 Building layout/establish property lines/easements & utilities

1.2 Excavation for building site & underground services

1.3 Form, pour and strip footings & foundation walls 8 inches with 1/2M rebar

1.4 Seal foundation exterior

1.5 Install perimeter drain tile and downspout drainage

1.6 Backfill foundation, driveway & services

1.7 Pour & finish concrete: basement, crawl space and garage floor

FRAMING COUSTRUCTION:

2.1 As per BC Building Code and Municipal Bylaws

2.2 2 X 10 floor joists with approved bridging or bracing

2.3 5/8” T & G plywood flooring glued and nailed

2.4 Exterior walls will be 2” x 6” on 16” centers with 7/16” sheeting

2.5 Interior walls will be 2” x 4” on 16” centers finger jointed spruce

2.6 Engineered wood roof trusses and 7/16” OSB sheathing with H-clips

2.7 Nine foot ceilings or as per plan

2.8 Windows as per plan

EXTERIOR:

3.1 Vinyl frame double-pane windows, windows per plan

3.2 Hardi Plank siding with primed spruce trims and shakes in gables

3.3 White or specified aluminum gutters, soffits & downpipes

3.4 30 year warranty fiberglass shake-look shingles (products by Malarkey)

3.5 Concrete driveway with concrete walkway to front door

3.6 Concrete patio to be exposed concrete as per plan

3.7 Rock posts

PLUMBING:

4.1 Plastic water lines with copper compression fittings

4.2 ABS plastic waste lines connected to municipal water system

4.3 40 gallon electric hot water tank

ELECTRICAL & HEATING:

5.0 Forced air gas furnace

5.1 All ventilation ducting for hood fan, bath fans & dryer

5.2 Light fixture allowance of $1,400 + GST. Allowance includes hood fan and door bell

5.3 All receptacles and switches to be white Decora Type

5.4 De-humidistat's and fans for bathrooms as required

5.5 Pre-wiring and plumbing for dishwasher

5.6 Smoke detectors & bath fans as required

5.7 Standard wiring is 1 switch and light per room, plugs per code, crawl & garage to have plugs and 2 lights. Two exterior GFI's w/125 amp service. Three exterior lights (2 front and 1 by door)

5.8 Pre-wiring for telephone and cable. Three outlets for each allowed.

INSULATION & DRYWALL:

6.1 Insulate to code

6.2 All ceilings will be drywall with smooth finish. Corners are square.

INTERIOR FINISHING:

7.1 Walls to receive 1 tinted seal coat & 2 coats of quality interior latex paint (2 colours). White interior and exterior paint is Cloud White, other whites may require extra coat.

7.2 Windows will have liners with 1 X 4 casing and 1 X 6 baseboard

7.3 Interior doors to be raised panel with colonial trim

7.4 All door trim and baseboard to be painted white, other colours to be discussed regarding costs. Interior walls: two colours with white base, additional colours to be discussed regarding costs.

7.5 Flooring allowance of $ 9100 + GST, including engineered wood floors, carpet, underlay, vinyl flooring and fireplace tile.

7.6 Kitchen cabinets and bathroom vanities with arborite countertops - $ 8200 + GST allowance which included installation and delivery.

7.7 Closet shelving to be white melamine finished with an edge and closet rods to be wooden dowel.

7.8 Bathrooms will include a toilet paper holder, towel rack, mirror over the vanity and shower curtain rod (Taymor Classique)

7.9 Weiser or equal door hardware (Huntington)

7.10 Garage door with opener

ADDITIONAL EXPENSES INCLUDED

8.1 Building Permit

8.2 Site Survey

8.3 Landscaping

APPLIANCES NOT INCLUDED

WINDOW BLINDS NOT INLCUDED

TILE KITCHEN BACKSPLASH EXTRA

ARTISAN VILLAGE

Chemainus, British Columbia

DISCLOSURE STATEMENT

Real Estate Development Marketing Act of British Columbia

Multi-Family Strata Development

October 14, 2020

Developer:	0897109 B.C. Ltd.
Mailing Address and Address for Service:	157 Trunk Road Duncan, BC V9L 2P1
Developer's Marketing Agent/ Real Estate Brokerage:	Grant Clement Sutton Group West Coast Realty 2510 Beverly Street Duncan, BC V9L 5C7 Tel: 250-748-5000

The Developer may use its own employees, or the employees of a company related to the Developer, to market the Strata Lots in the Development. The Developer's employees, or the employees of such company related to the Developer, may or may not be licensed under the Real Estate Services Act and would not be acting on behalf of a buyer. The Developer may also employ further or replacement licensed real estate agents licensed under the Real Estate Services Act to market the Development.

This Disclosure Statement relates to a development property that is not yet complete. Please refer to Section 7.2 for information on the offer to purchase and agreement of purchase and sale. That information has been drawn to the attention of _____, who has confirmed that fact by initialing in the space provided here:

Buyer's(s')

Initials

DISCLAIMER

This Disclosure Statement has been filed with the Superintendent of Real Estate (the "Superintendent"), 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.

No securities commission or securities regulatory authority has passed on the merits of the securities offered nor has it reviewed this Disclosure Statement and any representation to the contrary is an offence.

RIGHT OF RESCISSION

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

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

(a) the developer at the address shown in the disclosure statement received by the purchaser,

(b) the developer at the address shown in the purchaser's purchase agreement,

(c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or

(d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

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

ARTISAN VILLAGE

DISCLOSURE STATEMENT
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EXHIBITS

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Exhibit "B" Interim Budget of Operating Expenses
Exhibit "C" Schedule of Allocation of Interim Budget amongst Strata Lots
Exhibit "D" Proposed Form V – Schedule of Unit Entitlement
Exhibit "E" Proposed Form Y – Notice of Different Bylaws
Exhibit "F" Summary of Legal Notations and Encumbrances
Exhibit "G" Form of Offer to Purchase and Agreement of Purchase and Sale
Exhibit "H" Form J Rental Disclosure Statement
Exhibit "I" Zoning Bylaws
Exhibit "J" Building Permits

ARTISAN VILLAGE

1. THE DEVELOPER

1.1 The Developer

The developer (the **"Developer"**) is 0897109 B.C. Ltd. The Developer is a British Columbia company incorporated under the *Business Corporations Act* (British Columbia) on December 4, 2010 under incorporation number 0897109 B.C. Ltd..

1.2 Purpose and Assets

The Developer was formed specifically for the purposes of developing the Artisan Village subdivision, which subdivision created a total of 41 freehold title lots and was completed in January 2019. The development described herein is the further development of one of the lots created by the Artisan Village subdivision. The Developer does not have any assets other than those related to the aforesaid development.

1.3 Registered and Records Office Address

The registered and records office for the Developer is:

157 Trunk Road
Duncan, BC V9L 2P1

1.4 Directors and Officers

The sole director and officer of the Developer is:

Christopher David Clement
P.O. Box 78
Duncan, BC V9L 3X1

1.5 Developer's Background

(a) To the best of the Developer's knowledge, the following is a description of the nature and extent of the experience that the Developer and the directors and officers of the Developer have in the real estate development industry:

(i) The Developer, as an entity formed specifically for the purpose of developing the Development described in Section 2.1 and marketing the Strata Lots (as defined in Section 2.1(b)) for sale to the public, has not undertaken any other real estate developments.

(ii) Chris Clement being a director of the Developer, has experience in the real estate industry as a builder and has developed and marketed three (3) previous subdivisions on Vancouver Island.

(b) To the best of the Developer's knowledge, within the ten (10) years before the date of the Developer's declaration attached to this Disclosure Statement, the

Developer has not, nor has any principal holder of the Developer, or any director or officer of (i) the Developer or (ii) any principal holder of the Developer, been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

(c) To the best of the Developer's knowledge, within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, none of the Developer, any principal holder of the Developer, or any director or officer of:

(i) the Developer; or

(ii) any principal holder of the Developer,

has been 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 the assets of that person.

(d) To the best of the Developer's knowledge, within the five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, none of the principal holder of the Developer, or any director or officer of:

(i) the Developer; or

(ii) any principal holder of the Developer,

has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:

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

B. was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or 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.

1.6 Conflicts of Interest

Other than as aforesaid, there are no 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 development units in

connection with the Development which could reasonably be expected to affect a buyer's purchase decision.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

(a) Municipal Address and Legal Description

The development (the "**Development**") is located at the municipal address noted below in the Town of Chemainus, British Columbia, which lands are currently legally described as set out below (the **"Land"**). The municipal address for the Development may be amended by the Municipality of North Cowichan during the course of completion of construction of the Development.

The municipal and legal description of Land is as follows:

9880 Napier Place, Chemainus, BC

PID 030-683-157
Lot 6, Section 17, Range 5, Chemainus District, Plan EPP86953

The Developer intends to subdivide the Land by depositing in the Victoria Land Title Office (the "**Land Title Office**") a strata plan to create the Strata Lots (defined below) including common property and limited common property, substantially in accordance with the preliminary strata plan attached hereto as Exhibit "A" (the "**Preliminary Strata Plan**").

(b) Strata Lot Description

(i) *General*

The Developer intends that the Development will consist of a variety of two-storey and one-storey, wood and concrete frame, residential buildings (the "**Buildings**") more particularly described below and in the site plan attached hereto as Exhibit "A" (the "**Site Plan**").

(ii) Residential Strata Lots

The development will contain five (5) buildings, comprising of a total of 16 townhome strata lots ("**Strata Lots**") as described on the Preliminary Strata Plan and Site Plan. The buildings and respective Strata Lots are briefly described as follows:

Building 1 (Strata Lots 10-12):
- A two-storey, triplex containing 3 townhomes / lots
- Each townhouse containing two floors, a crawl space and garage

Building 2 (Strata Lots 7-9):
- A one-storey, triplex containing 3 townhomes / lots
- Each townhouse containing a garage

Building 3 (Strata Lots 1-2):

- A one-storey, duplex containing 2 townhomes / lots
- Each townhouse containing a garage

Building 4(Strata Lots 3-4 & 13-14):

- A two-storey, stacked townhouses containing 4 townhomes / lots
- Each townhouse consisting of a single floor

Building 5 (Strata Lots 5-6 & 15-16):

- A two-storey, stacked townhouses containing 4 townhomes / lots
- Each townhouse consisting of a single floor

Refer to the Preliminary Strata Plan and Site Plan for the proposed location and configuration of each of the 16 Strata Lots. The Developer intends to market the Strata Lots for sale to the general public for use as residential suites.

(iii) Limited Common Property

The Developer intends that each of the Strata Lots will have limited common property designated for each of them as follows:

Strata Lots 1-2 & 7-9 – a backyard and covered entrance way;
Strata Lots 3-6 – a backyard;
Strata Lots 10-12 – a backyard, deck and covered entrance way
Strata Lots 13-16 – a covered entrance way and deck.

Refer to the Preliminary Strata Plan for the proposed location and configuration of each Strata Lots' designated limited common property area.

(iv) Common Property

The Developer intends that the common property, as identified on the Preliminary Strata Plan, will be principally used as a common driveway for the benefit of each of the Strata Lots and their invitees and for those ancillary uses identified in Section 3.3 hereof.

(c) Strata Plan and Marketing Materials

The proposed layout of the Development and the proposed dimensions and locations of the Strata Lots are set out in the Preliminary Strata Plan attached as Exhibit "A" to this Disclosure Statement. The Preliminary Strata Plan is based on drawings. The dimensions, areas, lot lines and locations of the Strata Lots, Limited Common Property (defined in Section 3.4 below) and the Common Property (defined in Section 3.3 below) shown on the Preliminary Strata Plan, and in any sales brochures or other marketing materials, are provided for informational purposes only, and are not represented as being the actual final areas, lot lines, dimensions or locations of the Strata Lots, Limited Common Property, or Common Property. The Developer may make alterations to the design and layout of the Strata Lots, Limited Common Property, and Common Property and to finishes and materials as set out in any marketing materials provided to buyers or made available for buyers' viewing which are necessary or desirable to the Developer in the sole discretion of the Developer.

Each Strata Lot will initially be registered in the name of the Developer upon the registration of the final strata plan for the development (the "**Final Strata Plan**").

The Developer reserves the right to increase or decrease the number of Strata Lots created upon the filing of the Final Strata Plan in the Land Title Office, by adding , moving or deleting any or all of the demising walls which are shown on the Preliminary Strata Plan, provided that the aggregate area of the Strata Lots, collectively, will not be materially increased or decreased from that shown on the Preliminary Strata Plan and that the aggregate number of votes attached to the Strata Lots will not be materially increased or decreased from that described in Section 3.2.

2.2 Permitted Use

The zoning applicable to the Lands is Chemainus Artisan Village Comprehensive Development Zone (CD6), as of the date of this Disclosure Statement, the permitted uses include apartment, multi-family residence and home-based business. A copy of the current zoning bylaws are attached as Exhibit "I" ("**Zoning Bylaws**"). All of the Strata Lots are intended for residential use, provided that all uses are subject to the restrictions contained in the Strata Bylaws (as defined in Section 3.5 herein), Municipality of North Cowichan zoning bylaws, other municipal bylaws applicable to the Development, and the existing and proposed encumbrances referred to in Sections 4.3 and 4.4. The Developer intends to lease or sell the Strata Lots to tenants or buyers, respectively, but buyers are responsible to determine if their intended use is permissible under Zoning Bylaws and municipal regulations. For further, information on zoning, a purchaser may contact Development Services at North Cowichan:

250-746-3120 (Director);

250-746-3178 (Assistant Manager Planning and Subdivision);

or visit the website: www.northcowichan.ca.

2.3 Phasing

The Development is not a phased development.

3. STRATA INFORMATION

A strata corporation (the "**Strata Corporation**") will be established by the deposit of the Final Strata Plan at the Land Title Office and the owners of all of the Strata Lots will be the members of the new Strata Corporation. The Strata Corporation will be responsible for managing and maintaining the Common Property and common assets of the Strata Corporation for the benefit of its members. The powers and duties of the Strata Corporation will be exercised and performed by the strata council.

3.1 Unit Entitlement

The unit entitlement of a strata lot is a figure indicating the strata lot owner's share in the common property and assets of the strata corporation and is used to determine each strata lot owner's contribution to the expenses of the strata corporation. The Unit Entitlement (defined below) is based on the habitable area in square metres, rounded to the nearest

whole number of each strata lot. The habitable area is defined in the *Regulation*, B.C. Reg. 43/2000 (the "***Regulations***") to the *Strata Property Act*, S.B.C. 1998, c. 43 (the "***Strata Property Act***") as "the area of a residential strata lot which can be lived in, but does not include patios, balconies, garages, parking stalls or storage areas other than closet space".

The proposed Form V – Schedule of Unit Entitlement is attached hereto as Exhibit "D" to this Disclosure Statement. The calculation of each Strata Lot owner's unit entitlement (the "**Unit Entitlement**") set out in Exhibit "D" is based on the Preliminary Strata Plan and may vary when calculated on the basis of the Final Strata Plan for the Development.

3.2 Voting

There will be one Strata Corporation in respect of the Strata Lots created upon the filing of the Final Strata Plan in the Land Title Office. Each of the Strata Lots will have one (1) vote in the Strata Corporation, pursuant to the *Strata Property Act*.

3.3 Common Property and Facilities

The Development will include areas designated as common property (the "**Common Property**") as shown on the Preliminary Strata Plan for the Development attached as Exhibit "A". Common Property includes:

(a) that part of the land and the buildings shown on the Preliminary Strata Plan that is not part of a Strata Lot; and

(b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, oil, electricity, telephone, television, garbage, heating and cooling systems, or other similar services if they are located:

  (i) within a floor, wall or ceiling that forms a boundary:

    (A) between a Strata Lot and another Strata Lot,

    (B) between a Strata Lot and the common property, or

    (C) between a Strata Lot or common property and another parcel or land, or

  (ii) wholly or partially within a Strata Lot, if they are capable of being and intended to be used in connection with the enjoyment of another Strata Lot or the common property.

The Development will also include certain common facilities, such as the following:

(a) the Entrances;

(b) outdoor yard areas, landscaping and common green space;

(c) on-site lighting, electrical equipment and underground services; and

(d) other assets of the Strata Corporation.

The cost of operating and maintaining those portions of the Common Property available for use by the owners of Strata Lots will be shared by the owners of the Strata Lots and included in their monthly assessments.

3.4 Limited Common Property

Limited common property (the "**Limited Common Property**") is an area within the Common Property that may be used exclusively by one or more Strata Lot owner(s) and any maintenance expense pertaining to such Limited Common Property will be paid by such owner(s). The Developer will designate Limited Common Property upon deposit of the Final Strata Plan. Designations of Limited Common Property may only be removed by unanimous resolution of the members of the Strata Corporation.

The Strata Corporation is responsible for maintaining the Common Property, including Limited Common Property. However, pursuant to the *Strata Property Act*, the Strata Corporation may, by bylaw, make owners responsible for the repair and maintenance of limited common property which they use. Pursuant to the Strata Bylaws, an owner is responsible for maintaining and repairing limited common property which such owner uses, except the following, which the Strata Corporation will repair and maintain:

(a) repair and maintenance which in the ordinary course of events occurs less than once a year;

(b) the structure of the building;

(c) the exterior of the building;

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

(e) doors or windows on the exterior of a building or that front on the Common Property; and

(f) fences, railings, landscaping and similar structures that enclose patios, decks and yards.

The Developer reserves the right to designate additional areas as Limited Common Property for the Strata Lots, including, without limitation, any amenity areas.

3.5 Bylaws

The bylaws of the Strata Corporation will be those set out in the Schedule of Standard Bylaws attached to the *Strata Property Act*, as amended by the proposed amended bylaws set out in the Form Y– Owner Developer's Notice of Different Bylaws attached hereto as Exhibit "E" (the "**Proposed Amended Bylaws**", and the Proposed Amended Bylaws collectively with the Standard Bylaws, the "**Strata Bylaws**"). The Strata Bylaws will be filed in the Land Title Office concurrently with the deposit of the Final Strata Plan.

It is anticipated that the Strata Bylaws will contain the following restrictions and reservations:

(a) an owner, occupant, resident, visitor or invitee is not permitted to smoke anywhere on or within the Common Property;

(b) the Developer reserves the right to market and sell the Strata Lots at the Development or by entities connected with the Developer, from any sales office and/or display suites which may be located within the Development as required;

(c) An owner, occupant or resident must be at least forty (40) years or older; and

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

1) a reasonable number of fish or other small aquarium animals;
2) a reasonable number of small caged mammals;
3) up to 2 caged birds;
4) one dog and one cat; or two dogs; or two cats.

3.6 Parking

Strata Lots 1-2 and 7-12 will each have garages within each of their lot boundaries. The Development will not include any parking stalls as limited common property or on the common property, provided that the Strata Corporation may designate temporary parking stalls as it considers appropriate. Parking will otherwise be available to the owners and their invitees on Napier Place.

3.7 Furnishings and Equipment

The following appliances may be included in the purchase of each Strata Lot:

- one range with hood fan
- one dishwasher
- one refrigerator

The cost of the appliances, furniture, fixtures and equipment which may be provided, together with applicable taxes, is not included in the purchase price for each Strata Lot. Each of the Strata Lots will be equipped with a device which will adequately meet usual hot water demands.

The above items will not be encumbered except to the extent of any mortgage registered in the Land Title Office and any general security agreement filed under the *Personal Property Security Act*. Any filings under the *Personal Property Security Act* will be released upon payment in full of the financing secured by the Financial Encumbrances (defined in Section 7.2 below) by the Developer.

Any manufacturer's warranty for appliances and equipment whether located in the Strata Lots or in the Common Property will be passed on to the buyer or the Strata Corporation, as the case may be, if and to the extent permitted by such warranty. Unless otherwise provided, the Developer provides no warranty with respect to the aforesaid items.

3.8 Budget

(a) Strata Lot Expenses

(i) Each Strata Lot owner will be responsible for real property taxes and utility charges for each of their Strata Lots. Property taxes are levied by and payable to the Municipality of North Cowichan and water utilities will be assessed to each of the Strata Lots in their monthly strata fees.

(ii) Electricity, cable, gas, telephone and internet will be separately metered or assessed to each of the Strata Lots.

(iii) Electricity for the Common Property will be paid by the Strata Corporation.

The cost of gas and electricity for the Common Property will be prorated to the owners of the Strata Lots on the basis of Unit Entitlement and included in their monthly strata fees.

The Developer must pay all expenses of the Strata Corporation up to the end of the month in which the first conveyance of a Strata Lot to a buyer occurs. An interim budget (the "**Interim Budget**") of operating expenses for the Strata Corporation for the first full year of operations, commencing on the first day of the month following the date of the first conveyance of a Strata Lot to a buyer, based upon the current estimates of the Developer, is attached as Exhibit "B" to this Disclosure Statement.

The monthly allocation of the Interim Budget amongst the Strata Lots is set out in Exhibit "C" in proportion to each Strata Lot's Unit Entitlement (as defined in Section 3.1 hereof) relative to the aggregate of the Unit Entitlements of all Strata Lots. The actual monthly contributions will be adjusted upon the finalization of the Unit Entitlement figures when the Final Strata Plan for each phase is filed. The monthly contributions will be further adjusted upon the establishment by the Strata Corporation of the actual budget of operating expenses at the first annual general meeting of the Strata Corporation.

If the Strata Corporation's actual expenses for the period commencing the first day of the month following the date of the first conveyance of a Strata Lot to a buyer until the first annual general meeting of the Strata Corporation (at which a new budget is approved), exceed the estimated expenses as set out in the Interim Budget, the *Strata Property Act* requires the Developer to pay the shortfall to the Strata Corporation within eight weeks after the first annual general meeting. In addition to paying the amount of the shortfall, the *Strata Property Act* would require the Developer to pay the Strata Corporation a penalty in the amount of twice the shortfall if the actual expenses are more than 10% but less than 20% greater than the estimated operating expenses, and three times the shortfall if the actual expenses are more than 20% greater than the estimated operating expenses. These provisions of the *Strata Property Act* apply only to the Interim Budget attached as Exhibit "B" hereto and not to any subsequent annual budget of the Strata Corporation approved at the first annual general meeting or any subsequent annual general meeting of the Strata Corporation.

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Deleted: municipal

Deleted: and municipal utility taxes

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(b) Contingency Reserve Fund

As required by the *Strata Property Act*, the Developer will establish a contingency reserve fund for the Strata Corporation by making a one-time contribution to the fund at the time of the first conveyance of a Strata Lot to a buyer, equal to 5% of the estimated operating expenses for the Strata Corporation as set out in the Interim Budget attached as Exhibit "B" hereto. The Interim Budget also includes a contingency reserve fund component to which the Strata Lot owners will contribute by means of strata fees, an amount equal to 10% of the estimated operating expenses as set out in the Interim Budget (which is in addition to the 5% initial one-time contribution by the Developer to establish the fund). The *Strata Property Act* requires that if the amount of the contingency reserve fund at the end of any fiscal year after the first annual general meeting is less than 25% of the total budgeted operating expenses for the fiscal year just ended, then the annual contribution to the contingency reserve fund must be at least 10% of the budgeted operating expenses for the current fiscal year.

3.9 Utilities and Services

(a) Utilities

The following municipal and utility services will be provided to the Development: water, electricity, sewerage, telephone, cable and access.

(b) Garbage / Recycling

The Developer intends to cause the Strata Corporation to enter into a contract for garbage and recycling pick-up services with a private service provider, and the cost of such service will be allocated to the owners of the Strata Lots in accordance with their respective unit entitlements and included in their monthly assessments. However, the Strata Corporation may charge excess user fees to units which produce disproportionate amounts of waste.

(c) Strata Lot Expenses

Electricity, natural gas, cable, telephone and internet will be separately metered or assessed to each Strata Lot and estimates of the costs for such services are not included in the Interim Budget attached hereto as Exhibit "B" (other than the cost of such utilities and services for the Common Property). Buyers must make the appropriate arrangements to set up the provisions of and accounts for these services for their respective Strata Lots. Water utilities will be assessed to each of the Strata Lots in their monthly strata fees.

(d) Common Area Expenses

Common area utilities and other expenses related to the Common Property are paid by the Strata Corporation as set out in the Interim Budget attached hereto as Exhibit "B" and their costs will be prorated to the owners of the Strata Lots and included in the monthly assessments, as set out in Exhibit "C" hereto.

3.10 Strata Management Contracts

The Developer intends that the Development will be professionally managed by Ardent Properties Inc.

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3.10 Strata Management Contracts

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3.11 Insurance

(a) Developer Coverage

The Developer will have placed, at the time of commencement of construction, a builder's risk broad form policy for course of construction for the period from commencement of construction up to completion of the Development.

(b) Strata Corporation Coverage

Once construction of the Development is complete, the Developer will cause the Strata Corporation to obtain and maintain the following insurance coverage for the Development:

(i) full replacement insurance on:

A. Common Property;

B. common assets;

C. building; and

D. fixtures which are installed on the Strata Lots by the Developer as part of the original construction. Fixtures are defined in Section 9.1 of the *Regulations* as "items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers, or other items".

The above noted property will be insured against "major perils" which are defined in 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", and will be insured for damage due to earthquake; and

(ii) liability insurance to insure the Strata corporation against property damage and bodily injury, in an amount of not less than $2,000,000.00.

The Developer and/or the lender(s) referred to in Section 6.2 may be a named insured under these policies.

(c) Buyer's Coverage

Each Strata Lot owner will be responsible for obtaining deductible insurance for personal property in each of his/her Strata Lots following completion of the purchase from the Developer.

3.12 Rental Disclosure Statement

Under Section 139 of the *Strata Property Act*, a developer must disclose to any buyer of a Strata Lot its intention to lease Strata Lots in order to ensure that such Strata Lots may be leased in the future. A rental disclosure statement for the Development has been filed

with the Superintendent of Real Estate concurrently with the filing of this Disclosure Statement and a copy is attached as Exhibit "H".

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

The legal description of the Lands is: Parcel Identifier 030-683-157, Lot 6, Section 17, Range 5, Chemainus District, Plan EPP86953. The legal description of the Development site will change upon the registration of the Final Strata Plan.

4.2 Ownership

The Developer is the registered owner of the Lands.

4.3 Existing Encumbrances and Legal Notations

As of the date of this Disclosure Statement, the legal notations and encumbrances registered against title to the Lands are set out and described in Exhibit "F" attached hereto.

4.4 Proposed Encumbrances

The following additional encumbrances may be registered against the title to the Lands:

(a) mortgage(s) and assignment(s) of rents (collectively, the "**Future Financial Encumbrances**") in favour of one or more third party lender(s), securing the construction financing required by the Developer to complete the construction of the Development should such financing be necessary (see Section 5.2 hereof);

(b) easements, restrictive covenants, dedications and right-of-way and other rights or restrictions in favour of B.C. Hydro, Telus, Fortis/Terasen Gas, utilities, communications suppliers, public authorities, municipalities or any other applicable government authority or public or private utility with respect to provisions of utilities to the Development or in connection with approval of the development, construction and occupation of the Lands, the Development, the Strata Lots, and the Common Property;

(c) while the Developer is not aware of any pending claims of builders liens and certificates of pending litigation (collectively, the "**Claims**"), the Developer acknowledges that it is not uncommon for Claims to be registered by third parties against the title to a development property during the course of the construction of a development, whether or not such Claims are valid. Accordingly, Claims may be registered against title to the Lands, the Strata Lots, or the Common Property. If any Claims are registered, then the Developer will use commercially reasonable efforts to remove all such Claims, and anticipates that in most cases a discharge of a Claim will be filed with the Land Title Office within two weeks of the Developer becoming aware of such Claim. In any event, the Developer confirms that it will file a discharge of any Claims registered against title to a Strata Lot with the Land Title Office prior to the closing of the purchase and sale of that Strata Lot; and

(d) any and all such non-financial encumbrances and equitable charges (which may include financial obligations, for example, to insure, maintain and repair) as may be required by the Municipality of North Cowichan, other governmental authorities or utilities in connection with the construction of the Development.

4.5 Outstanding or Contingent Litigation and Liabilities

There is no outstanding or contingent litigation or liability in respect of the Development or against the Developer which may affect the Strata Corporation or the owners of the Strata Lots.

4.6 Environmental Matters

The Developer is not aware of any flooding danger to the Lands nor is the Developer aware of any dangers in connection with the Development in respect of the condition of the soil or subsoil, or other environmental matters affecting the Lands.

4.7 Material Contracts

There are no material contracts affecting the Development binding upon the Development and/or Strata Corporation other than as set out in this Disclosure Statement.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

Construction of the Development commenced on October 9, 2019. The Developer estimates that construction of the Development will be completed between June 1, 2021 and August 31, 2021.

5.2 Warranties

Strata Lots in the Development will be covered by the mandatory warranties required under the *Homeowners Protection Act*. The Developer and the Project Manager have obtained third party warranty coverage from Traveler's Canada (Builder No. 00005387). The warranty applicable for Strata Lots includes three parts: firstly, covering all workmanship and material in construction of the Development for two (2) years; secondly, covering water penetration for five (5) years; and thirdly, covering major structural components for ten (10) years as more particularly described in the warranty. Improper or inadequate maintenance may void warranty coverage.

Manufacturers' warranties on all appliances and common area equipment will be assigned to the Strata Lot owner or the Strata Corporation, respectively, providing such assignment is permitted by the warranty.

5.3 Previously Occupied Building

The Development is not a previously occupied building.

6. APPROVALS AND FINANCES

6.1 Development Approval

Building Permit No.'s BP008655, BP008656, BP00867, BP008659 and BP008660 (the "Building Permits") were issued by the Municipality of North Cowichan on October 9, 2019. Copies of the Building Permits are attached as Exhibit "J".

6.2 Construction Financing

The Developer is self-financing the Development and does not anticipate requiring any financing.

7. MISCELLANEOUS

7.1 Deposits

All deposits and other monies received from buyers of Strata Lots will be held in trust by Sutton Group – West Coast Realty, or such other licensee under the *Real Estate Services Act* (British Columbia), solicitor or notary public as is appointed by the Developer, in accordance with the terms of the applicable contract of purchase and sale (the proposed form of which is attached as Exhibit "G") and the *Real Estate Development Marketing Act* (British Columbia) until such time as:

(a) both:

(i) the Final Strata Plan has been deposited for registration in the Land Title Office and the Strata Lot purchased or leased is capable of being occupied; and

(ii) an instrument evidencing the interest of the buyer or lessee in the Strata Lot has been filed for registration in the appropriate Land Title Office, or

(b) the offer to purchase and agreement of purchase and sale has been earlier terminated.

The Developer may, at its option, enter into a deposit protection contract, which allows developers generally to enter into an insurance contract or other form of security agreement with an approved insurer pursuant to which the deposits paid by buyers of land to be subdivided or strata titled may be released to the developer. Accordingly, the Developer may, at its option enter into an insurance contract with an insurance company that is qualified to issue deposit protection contracts in British Columbia, or other form of security agreement as required by the *Real Estate Development Marketing Act* (British Columbia) and to allow the deposits paid by buyers of the Strata Lots to be released to the Developer.

7.2 Purchase Agreement

(a) The Developer's form of Offer to Purchase and Agreement of Purchase and Sale (the "**Purchase Agreement**") is substantially in the form attached hereto as Exhibit "G".

(b) Unless otherwise defined in this Disclosure Statement, each capitalized term used in this Section 7.2 will have the meaning given to it in the Purchase Agreement.

(c) The information set out in this Section 7.2 is a summary of certain provisions contained in the Purchase Agreement. Please refer directly to the Purchase Agreement for the actual provisions summarized in this Section 7.2.

(d) Pursuant to the terms of the Purchase Agreement, the Developer may terminate the Purchase Agreement in the following circumstances:

(i) all payments on account of the Purchase Price and any other monies payable by the buyer under the Purchase Agreement are not paid when due as such date may be extended (see paragraphs 2 & 12 of the Purchase Agreement);

(ii) the buyer's notice of satisfaction or waiver of the buyer's conditions is not received within the time permitted by the Developer, provided, however, that the Purchase Agreement contains buyer's conditions (see paragraph 3 of the Purchase Agreement); and

(iii) if all payments on account of the Purchase Price and any other monies payable by the buyer

(e) Pursuant to the terms of the Purchase Agreement, the buyer may terminate the Purchase Agreement for a period of seven (7) days after receipt of this Disclosure Statement.

(f) Pursuant to the terms of the Purchase Agreement, the time for completing the sale of a Strata Lot may be extended by the Developer, in its sole discretion, by giving the buyer notice thereof and so long as such extension is prior to the outside construction date (see the Addendum to the Purchase Agreement attached hereto as Schedule J). Such notice shall specify a new Completion Date which must not exceed the pre-determined outside date.

(g) The Buyers are prohibited from assigning the Contract of Purchase and Sale without the written consent of the Seller and the Seller is entitled to any profit as a result of such assignment (see section 20A of the Contract of Purchase and Sale attached hereto as Schedule J). The Addendum to the Purchase Agreement further provides:

"Without the developer's prior consent, any assignment of a purchase agreement is prohibited.

An assignment under the Real Estate Development Market Act is a transfer of some or all of the rights, obligations and benefits under a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed part to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.

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 identify;
(b) the party's contact and business information;
(c) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency."

(h) Pursuant to the terms of the Purchase Agreement and the *Real Estate Services Act* (British Columbia), neither the Developer nor the Purchaser shall be entitled to interest on any Deposit unless otherwise agreed by the parties.

7.3 Developer's Commitments

The Developer may enter into, or to cause the Strata Corporation to enter into, such agreements as the Developer deems necessary or desirable for the proper operation and maintenance of the Development, which may include agreements relating to the following matters:

(a) maintenance and rental with respect to some Common Property equipment;

(b) annual building envelope inspections;

(c) landscaping and gardening maintenance;

(d) mechanical and electrical servicing;

(e) telephone, cable, and internet services (with Telus, Shaw, or other); and

(f) unregistered agreements as may be required by the Municipality of North Cowichan, other governmental authorities or utilities in connection with the Development.

7.4 Other Material Facts

(a) Lease of Strata Lots

The Developer may choose to keep some of the Strata Lots for itself and lease such lots to tenants, as permitted by the zoning bylaws of the Municipality of North Cowichan and the Strata Bylaws.

(b) Marketing

Following the deposit of the Final Strata Plan in the Land Title Office, the Developer will continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of Strata Lots within the Development, marketing and sales activities within the Common Property and within various Strata Lots owned or leased by the Developer in the Development, including but not limited to maintaining display suites, other display areas and a sales office. The Developer also intends to place signage on the Common Property and in other areas of the Development as part of it marketing and sales activities, for such period of time as the Developer determines to be necessary or desirable. In addition, the Developer intends to conduct tours of the Development from time to time with prospective buyers in connection with its marketing and sale activities of the Development. The Developer will act reasonably in exercising these rights and will use reasonable efforts to minimize any interference with the use or enjoyment of the Common Property by existing owners of Strata Lots.

The Developer reserves the right to market and sell other developments owned by the Developer, or by entities connected with or related to the Developer, from any sales office and/or display suite owned by the Developer within the Development until the strata lots at such other developments have sold out. The Developer intends to cause the Strata Corporation to enter into a marketing license agreement with the Developer providing for access to and use of the aforementioned sales office and/or display suite and Common Property within the Development for the aforementioned purposes.

Brochures, advertisements, and material used in the sales office from which Strata Lots at the Development are sold that show images or descriptions of other developments completed by other developers related to the principal holders of the Developer may not represent how the Development will appear following its completion.

(c) Advertising / Soliciting Offers

A Buyer may not advertise or solicit offers from the public nor list a Strata Lot on the Multiple Listing Service with respect to the resale of the buyer's interest in the Purchase Agreement or a Strata Lot.

Deemed Reliance

Section 22 of the *Real Estate Development Marketing Act* provides that every buyer 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 buyer for any misrepresentation, subject to any defences available under Section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 14 day of October 2020.

The Developer:

0897109 B.C. LTD. by its
authorized signatory

Per: _____
Authorized Signatory

The director of the Developer, in his personal capacity:

_____
CHRISTOPHER DAVID CLEMENT

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the *Real Estate Development Marketing Act* and the Disclosure Statement of "Artisan Village Development" for property in the Town of Chemainus legally described as Parcel Identifier 030-683-157, Lot 6, Section 17, Range 5, Chemainus District, Plan EPP86953

I, Scott Raymond Gateley, Solicitor, a member of the Law Society of British Columbia, having read over the above described Disclosure Statement dated October 15, 2020 made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in items 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at the City of Duncan, in the Province of British Columbia, this 15 day of October, 2020.

Scott Raymond Gateley

Scott R. Gateley
Barrister and Solicitor
921 H Canada Avenue
Duncan, BC V9L 1V2
Tel: 250-748-6857

LIST OF EXHIBITS TO DISCLOSURE STATEMENT

EXHIBITS

Exhibit "A"	Preliminary Strata Plan and Site Plan
Exhibit "B"	Interim Budget of Operating Expenses
Exhibit "C"	Schedule of Allocation of Interim Budget amongst Strata Lots
Exhibit "D"	Proposed Form V – Schedule of Unit Entitlement
Exhibit "E"	Proposed Form Y – Notice of Different Bylaws
Exhibit "F"	Summary of Legal Notations and Encumbrances
Exhibit "G"	Form of Offer to Purchase and Agreement of Purchase and Sale
Exhibit "H"	Rental Disclosure Statement
Exhibit "I"	Zoning Bylaws
Exhibit "J"	Building Permits

DRAFT STRATA PLAN OF LOT 6, SECTION 17, RANGE 5, CHEMAINUS DISTRICT, PLAN EPP86953.

STRATA PLAN EPS6806

DRAFT

BCGS 92B. 072

SCALE 25 0 25 50 metres

The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1: 750.

LEGEND

All distances are in metres.
denotes control monument found.
● denotes standard iron post found.
Pt denotes part of.
CSF denotes combined factor.
EAA denotes estimated absolute accuracy.
LCP denotes Limited Common Property.
SL denotes Strata Lot.
(c) denotes calculated.
ER denotes Electrical Room (Common Property)
UC denotes Utility Closet (Common Property).

This plan lies within Integrated Survey Area No. 10, The Corporation of The District of North Cowichan, NAD83 (CSRS) 3. 0. 0. BC. 1. NVI

Grid bearings are derived from Geodetic Control Monuments 4408 and 4420 and are referred to the central meridian of UTM Zone 10 (123° West).

The UTM coordinates and estimated absolute accuracy achieved are derived from the MASCOT published coordinates and standard deviations for Control Monuments 4408 and 4420.

This plan shows horizontal ground level distances unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0. 9996325. The average combined factor has been determined based on Control Monuments 4408 and 4420.

CIVIC ADDRESS:
9880 Napier Place
Duncan, British Columbia

2

PLAN VIP88142

NOTE: Unless otherwise indicated bearings deflect by multiples of 45° from the measured reference bearings;
Building 1 82° 05' 20".
Building 2 82° 10' 50".
Building 3 89° 55' 00".
Building 4 90° 00' 00".
Building 5 90° 00' 00".

NOTE: Building dimensions are shown to the perimeter of the building at ground level on Sheets 2, 3 and 4 only.

Sec

Note:
All LCP surrounding the building is defined as to height by the centre of the ceiling, and its extensions of the upper most floor of said Strata Lot.

NOTE:
All patios / entrances are defined as to height by the centre of the floor above or its extensions, or, where there is no floor above, by the average height of a Strata Lot within the same building unless otherwise indicated.

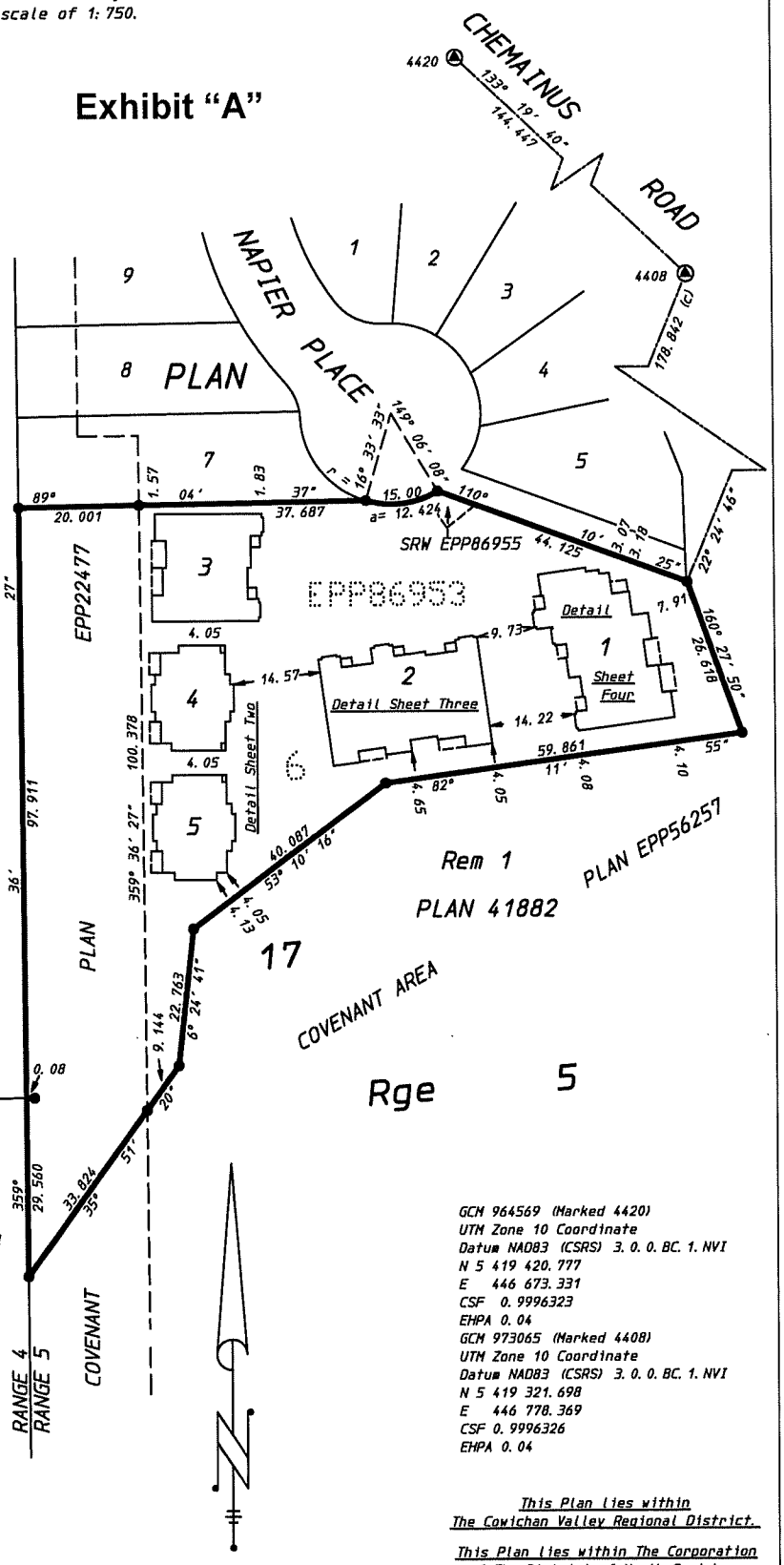
The buildings shown hereon are within the external boundaries of the land that is the subject of the Strata Plan.

B

The building included in this Strata Plan has not, as of the th day of , 2020, been previously occupied.

PLAN VIP78642

Exhibit "A"



GCM 964569 (Marked 4420)
UTM Zone 10 Coordinate
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N 5 419 420. 777
E 446 673. 331
CSF 0. 9996323
EHPA 0. 04
GCM 973065 (Marked 4408)
UTM Zone 10 Coordinate
Datum NAD83 (CSRS) 3. 0. 0. BC. 1. NVI
N 5 419 321. 698
E 446 778. 369
CSF 0. 9996326
EHPA 0. 04

This Plan lies within The Cowichan Valley Regional District.

This Plan lies within The Corporation of The District of North Cowichan.

The field survey represented by this plan was completed on the th day of , 2020.
Allen L. Cox BCLS # 778

DRAFT

KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B. C. V9L 2T1 (250) 746-4745
FILE 07-6611 (6611-PH2. SH1)

DRAFT STRATA PLAN OF LOT 6, SECTION 17, RANGE 5, CHEMAINUS DISTRICT, PLAN EPP86953.

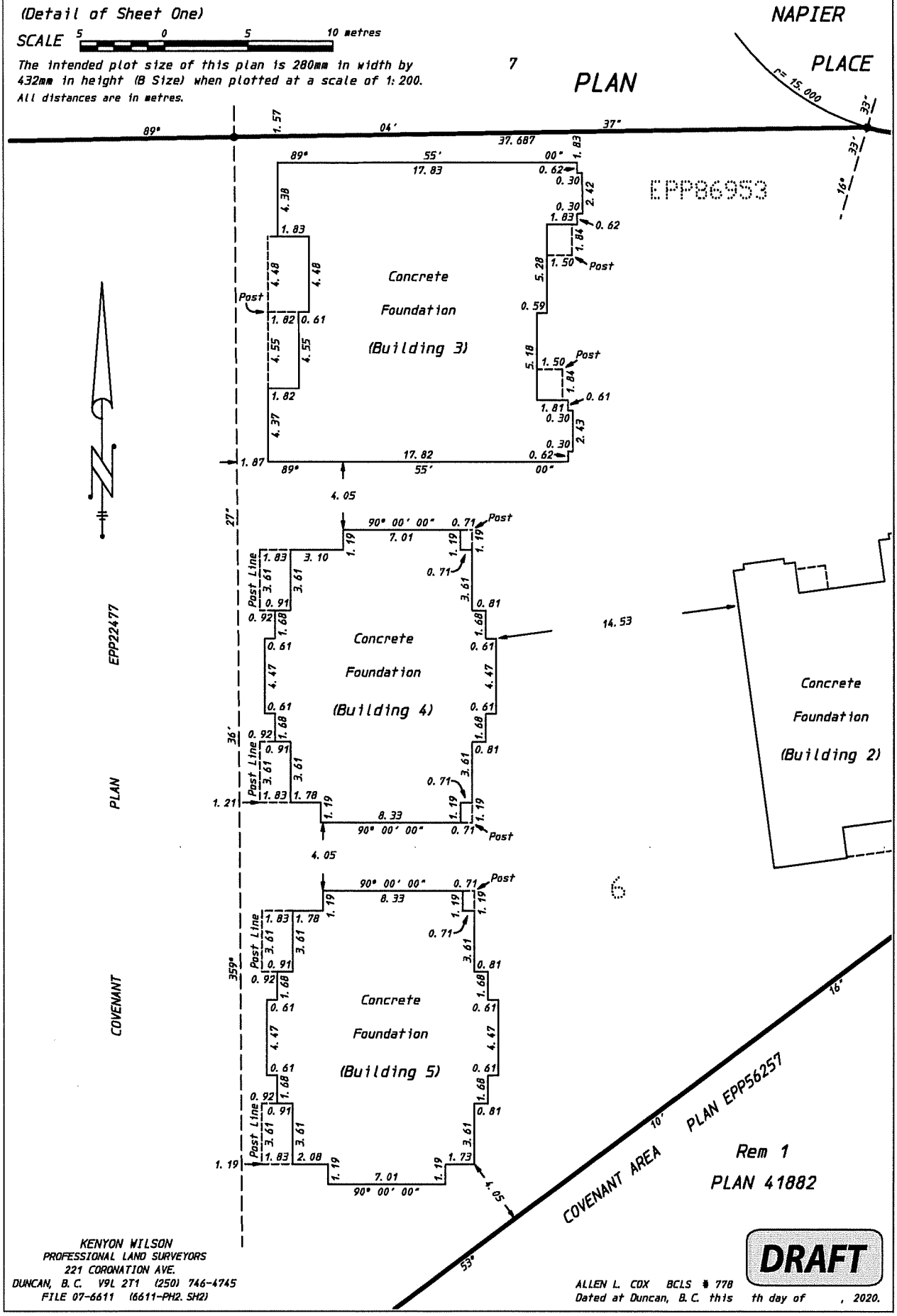
SHEET TWO OF TWELVE SHEETS

STRATA PLAN EPS6806

(Detail of Sheet One)

SCALE 5 0 5 10 metres

The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:200.
All distances are in metres.



KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B.C. V9L 2T1 (250) 746-4745
FILE 07-6611 (6611-PH2. SH2)

DRAFT

ALLEN L. COX BCLS # 778
Dated at Duncan, B.C. this th day of , 2020.

DRAFT STRATA PLAN OF LOT 6, SECTION 17, RANGE 5, CHEMAINUS DISTRICT, PLAN EPP86953.

(Detail of Sheet One)

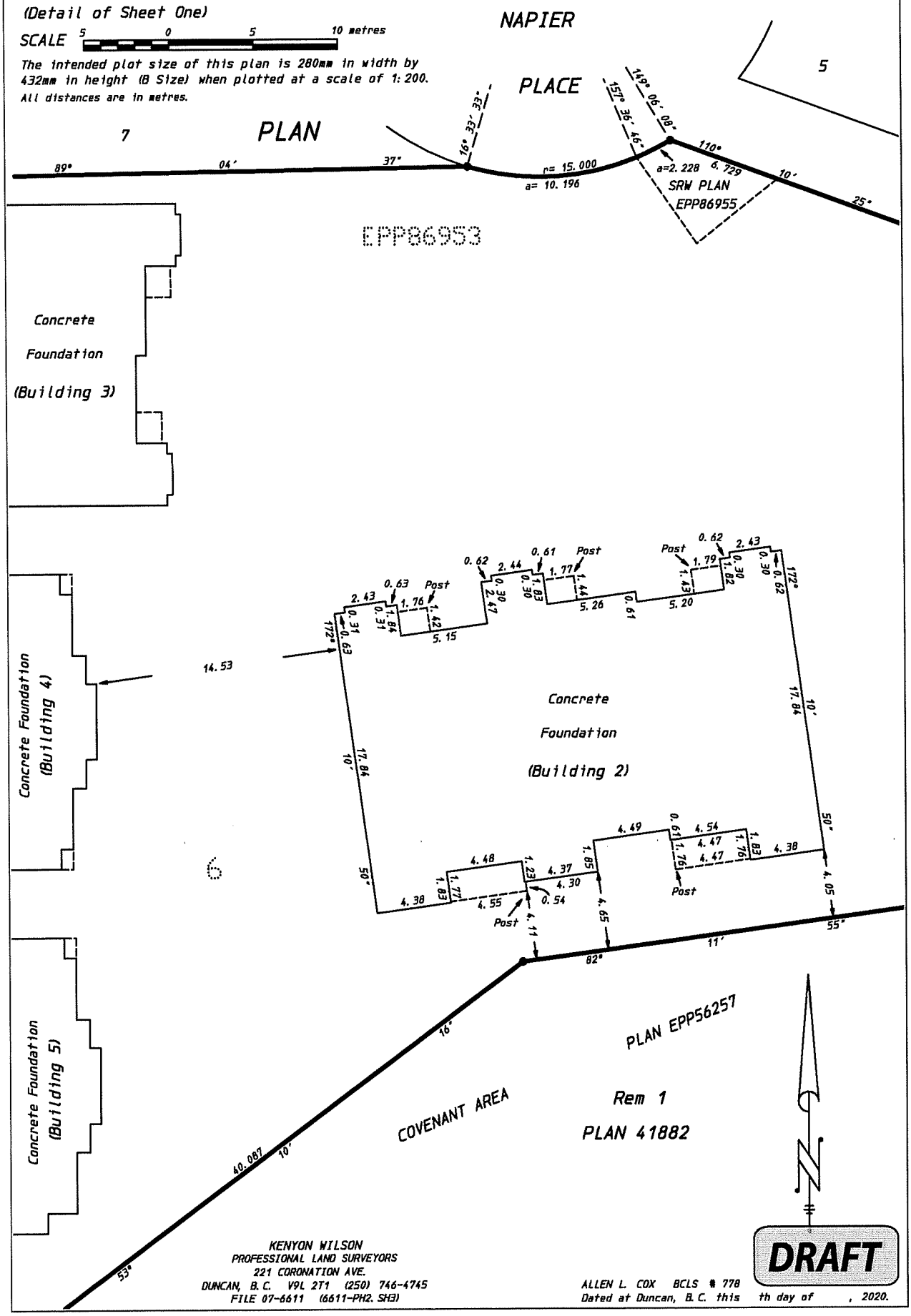
SCALE 5 0 5 10 metres

The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:200.

All distances are in metres.

SHEET THREE OF TWELVE SHEETS

STRATA PLAN EPS6806



KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B.C. V9L 2T1 (250) 746-4745
FILE 07-6611 (6611-PH2. SHB)

ALLEN L. COX BCLS # 778
Dated at Duncan, B.C. this th day of , 2020.

DRAFT

SHEET FOUR OF TWELVE SHEETS

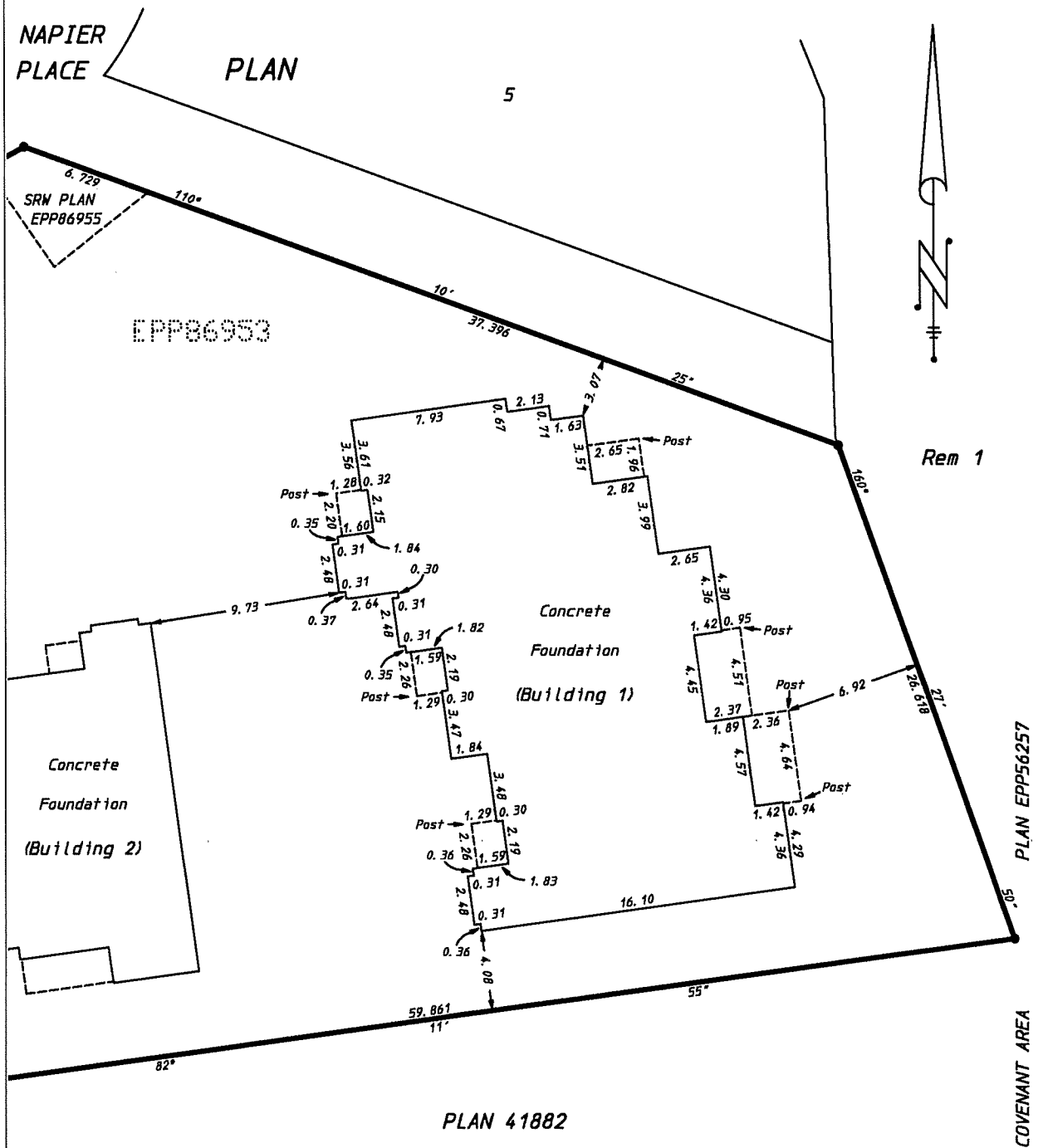
STRATA PLAN EPS6806

DRAFT STRATA PLAN OF LOT 6, SECTION 17, RANGE 5, CHEMAINUS DISTRICT, PLAN EPP86953.

(Detail of Sheet One)

SCALE 5 0 5 10 metres

The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:200.
All distances are in metres.



KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B.C. V9L 2T1 (250) 746-4745
FILE 07-6611 (6611-PH2. SH4)

DRAFT

ALLEN L. COX BCLS # 778
Dated at Duncan, B.C. this nd day of , 2020.

STRATA LOTS
10, 11, 12 AND COMMON PROPERTY.
- LEVEL ONE.

STRATA PLAN EPS6806

BCGS 92B. 072

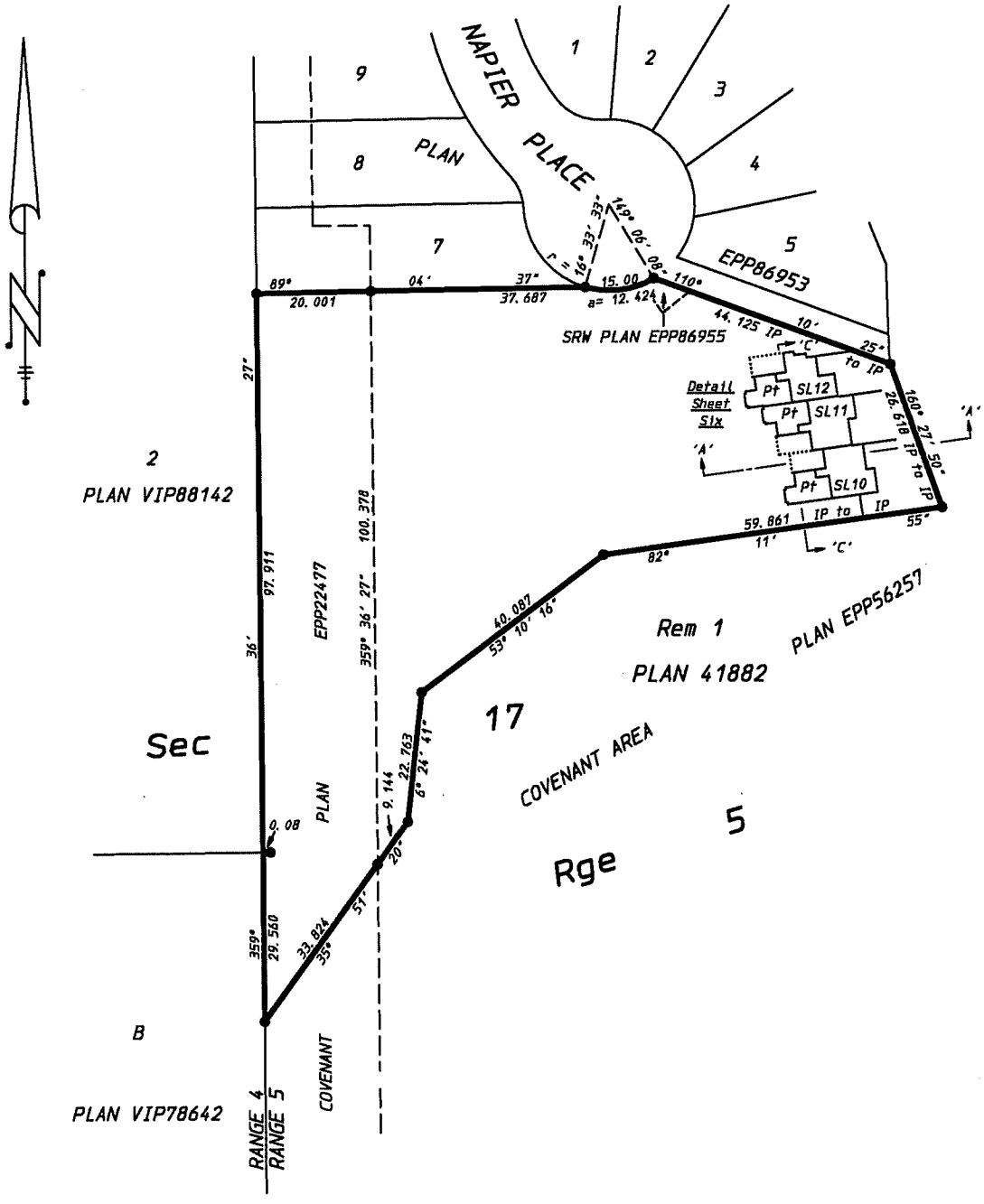
SCALE 25 0 25 50 metres

The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1: 750.

LEGEND

All distances are in metres.

Note: Strata Lot Boundaries are measured to centre line of the Structural Portion of Exterior and Party Walls.
Garages and Storage Areas (Crawl Spaces) deemed Nonhabitable.



KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B. C. V9L 2T1 (250) 746-4745
FILE 07-6611 (6611-PH2. SHS)

DRAFT

ALLEN L. COX BCLS # 778
Dated at Duncan, B. C. this th day of , 2020.

STRATA LOTS
10, 11, 12 AND COMMON PROPERTY.
- LEVEL ONE.

(Detail of Sheet Five)

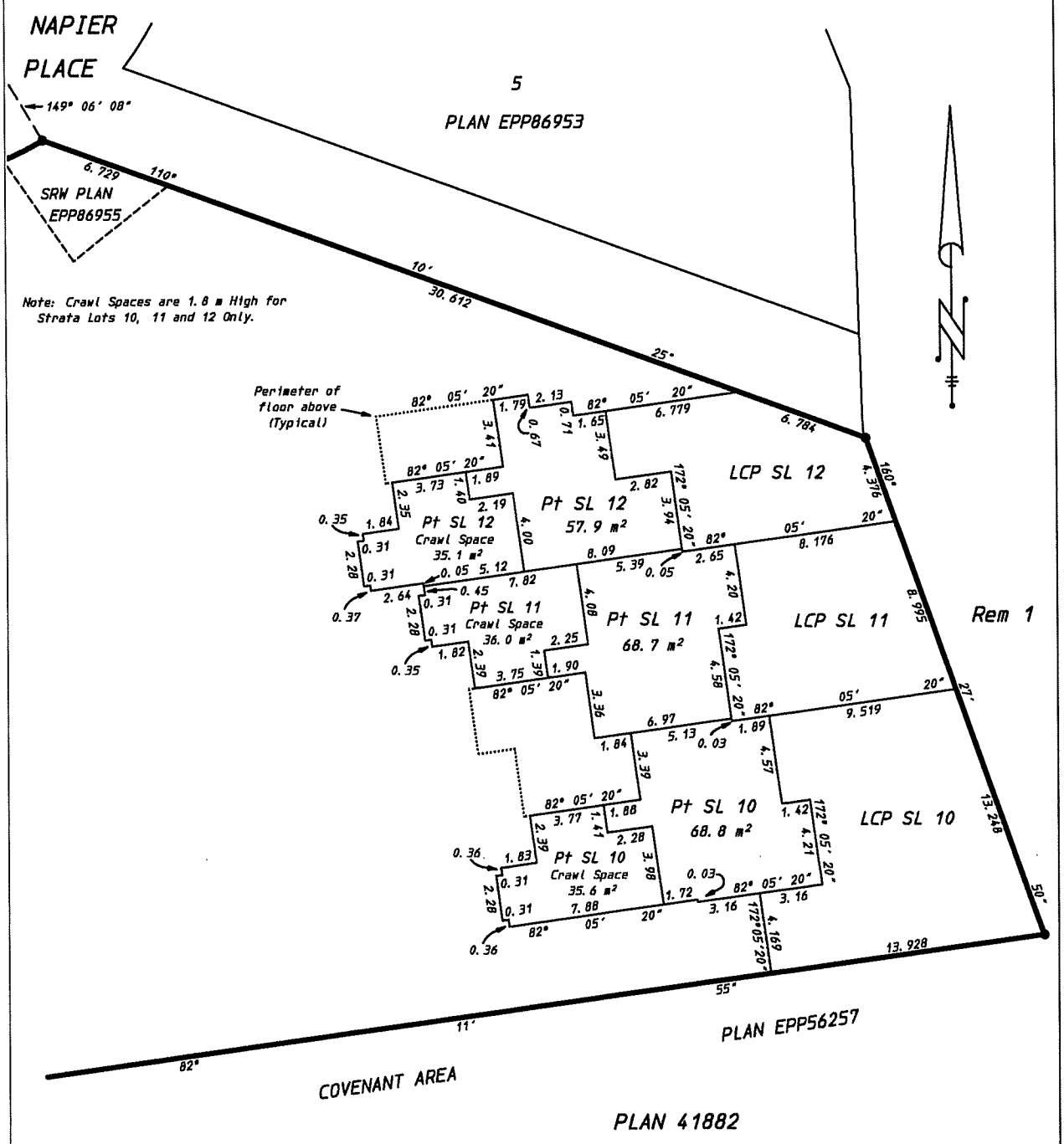
SCALE 5 0 5 10 metres

The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:200.

All distances are in metres.

SHEET SIX OF TWELVE SHEETS

STRATA PLAN EPS6806



KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B.C. V9L 2T1 (250) 746-4745
FILE 07-6611 (6611-PH2. SH6)

DRAFT

ALLEN L. COX BCLS # 778
Dated at Duncan, B.C. this th day of , 2020.

STRATA LOTS
1 THROUGH 12 AND COMMON PROPERTY.
- LEVEL TWO.

SHEET SEVEN OF TWELVE SHEETS

STRATA PLAN EPS6806

SCALE 25 0 25 50 metres

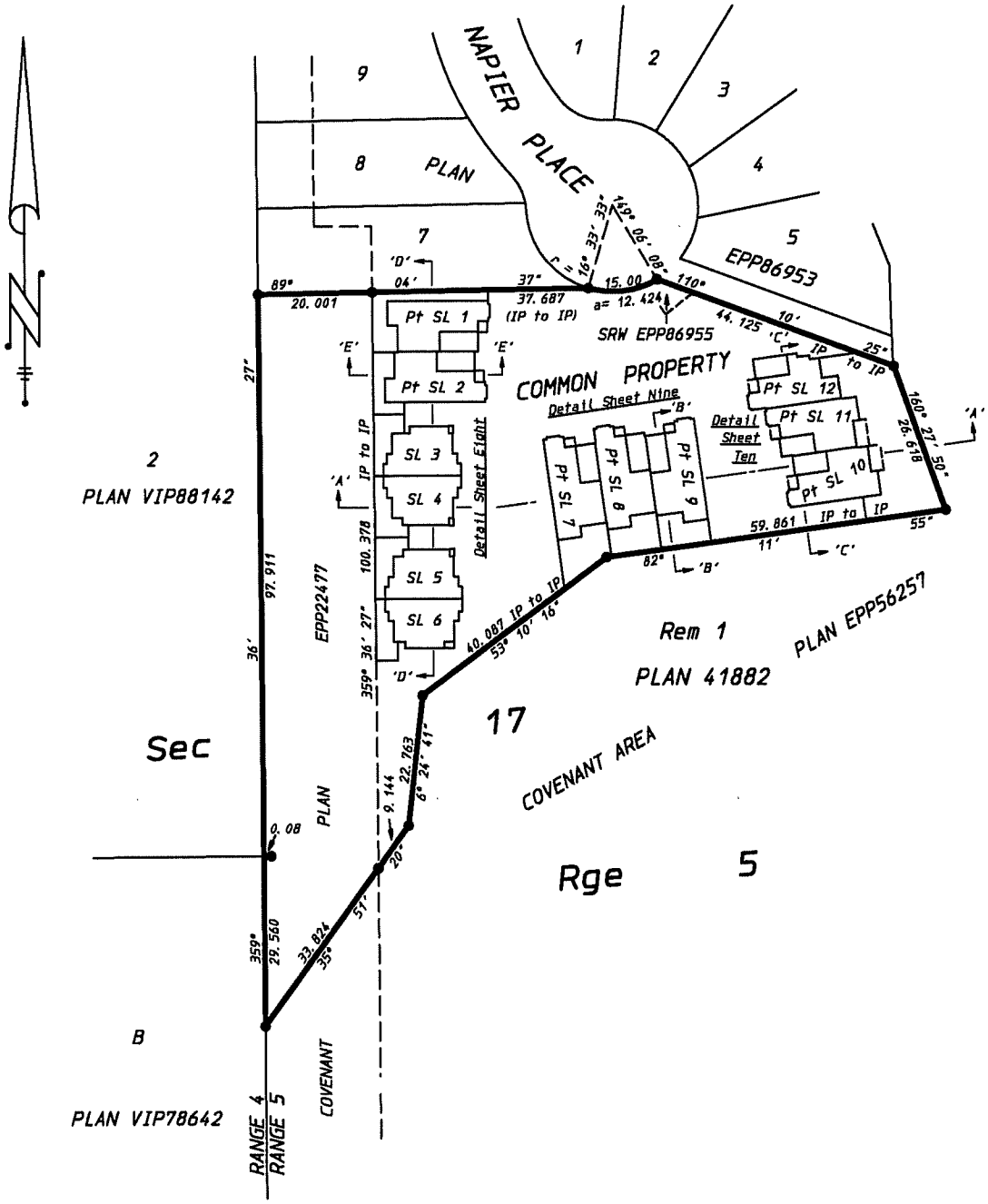
The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:750.

LEGEND

All distances are in metres.

Note: Strata Lot Boundaries are measured to centre line of the Structural Portion of Exterior and Party Walls.

Garages and Storage Areas (Crawl Spaces) deemed Nonhabitable.



KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B.C. V9L 2T1 (250) 746-4745
FILE 07-6611 (6611-PH2. SH7)

DRAFT

ALLEN L. COX BCLS # 778
Dated at Duncan, B.C. this th day of , 2020.

STRATA LOTS
1 THROUGH 6 AND COMMON PROPERTY.
- LEVEL TWO.

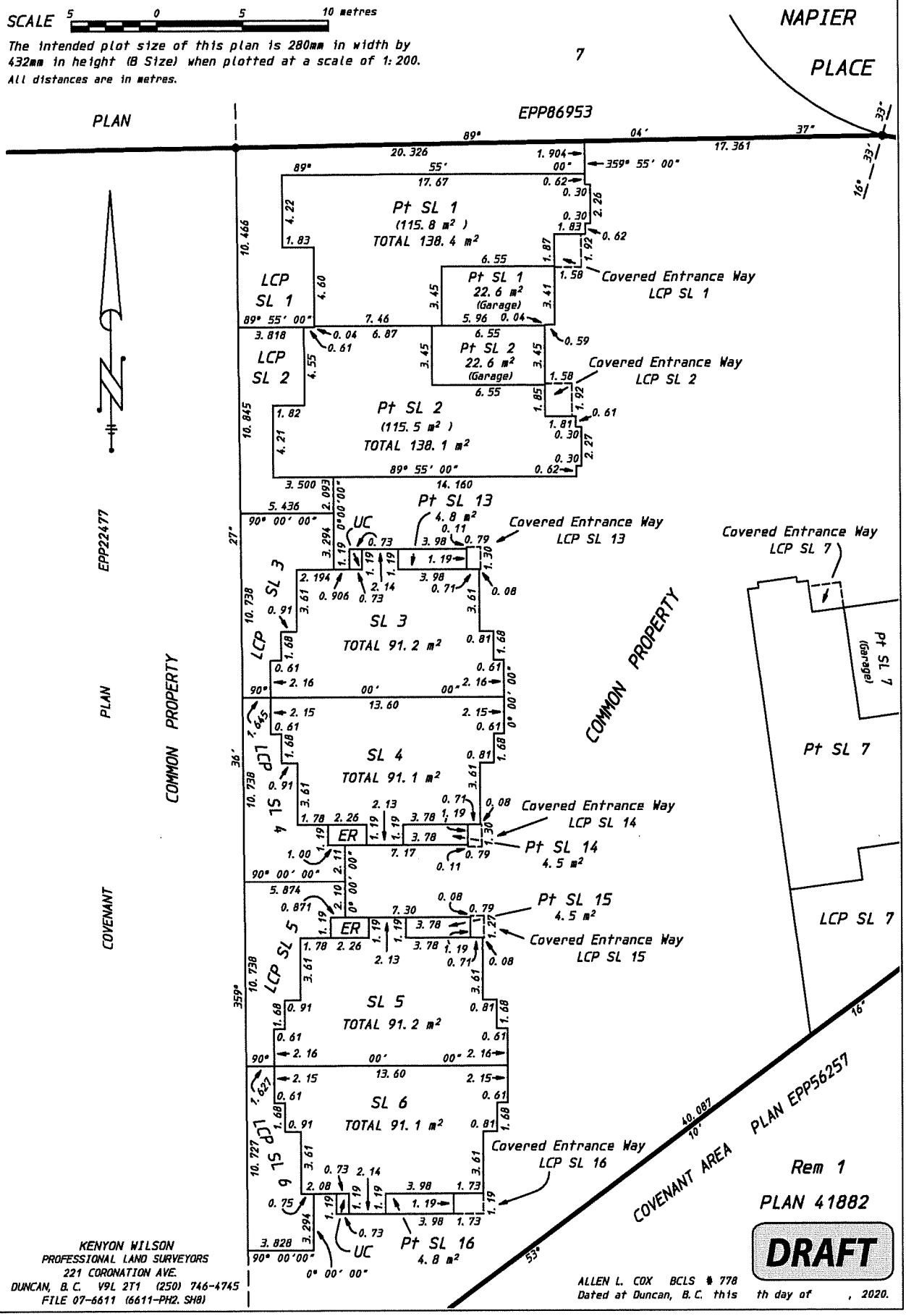
(Detail of Sheet Seven)

SCALE 5 0 5 10 metres

The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:200.
All distances are in metres.

SHEET EIGHT OF TWELVE SHEETS

STRATA PLAN EPS6806



KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B.C. V9L 2T1 (250) 746-4745
FILE 07-6611 (6611-PH2. SH8)

ALLEN L. COX BCLS # 778
Dated at Duncan, B.C. this th day of , 2020.

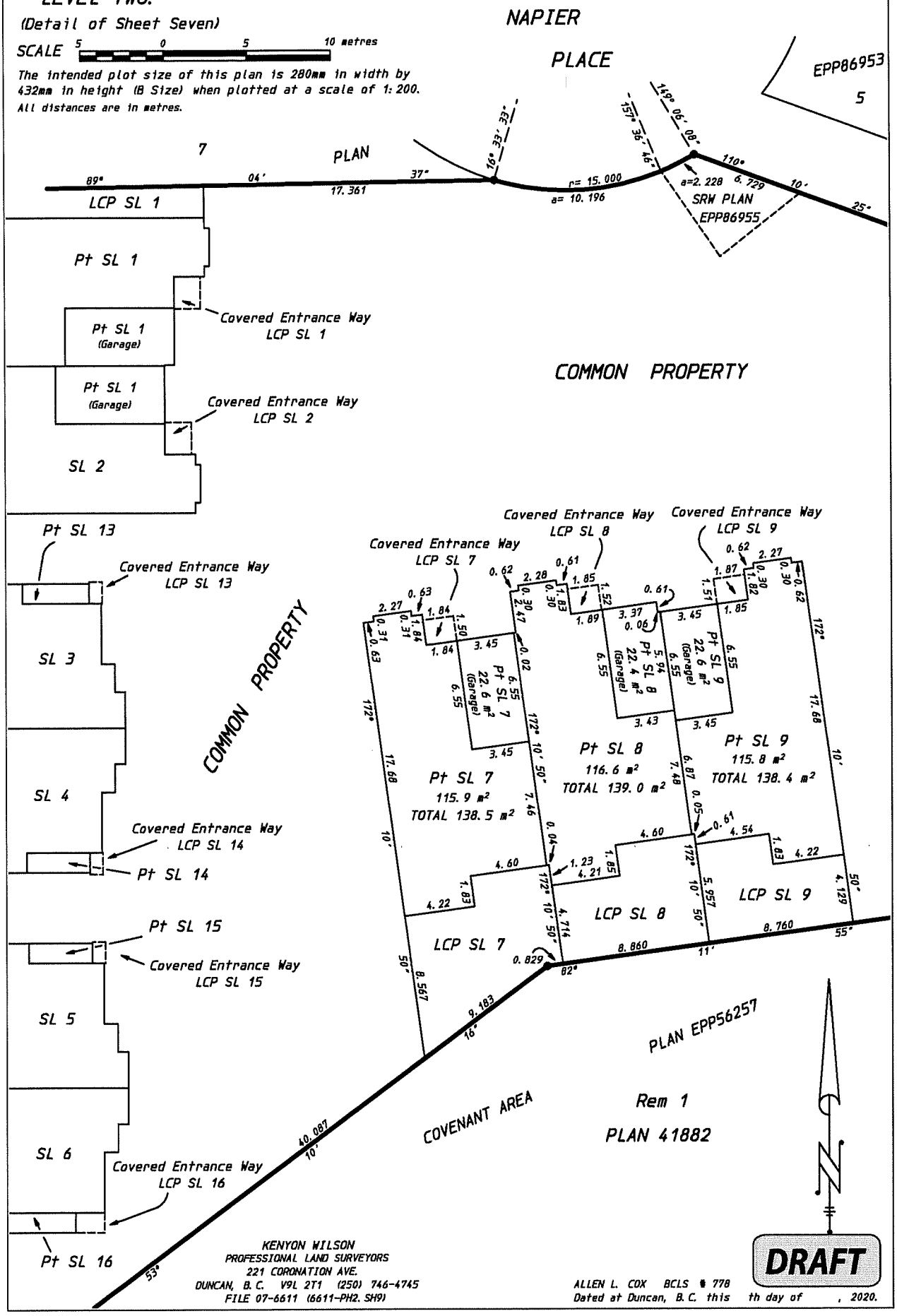
STRATA LOTS
7, 8, 9 AND COMMON PROPERTY.
- LEVEL TWO.

(Detail of Sheet Seven)

SCALE 5 0 5 10 metres

The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:200.
All distances are in metres.

STRATA PLAN EPS6806



KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B.C. V9L 2T1 (250) 746-4745
FILE 07-6611 (6611-PH2. SH9)

ALLEN L. COX BCLS # 778
Dated at Duncan, B.C. this th day of , 2020.

DRAFT

STRATA LOTS
10, 11, 12 AND COMMON PROPERTY.
- LEVEL TWO.

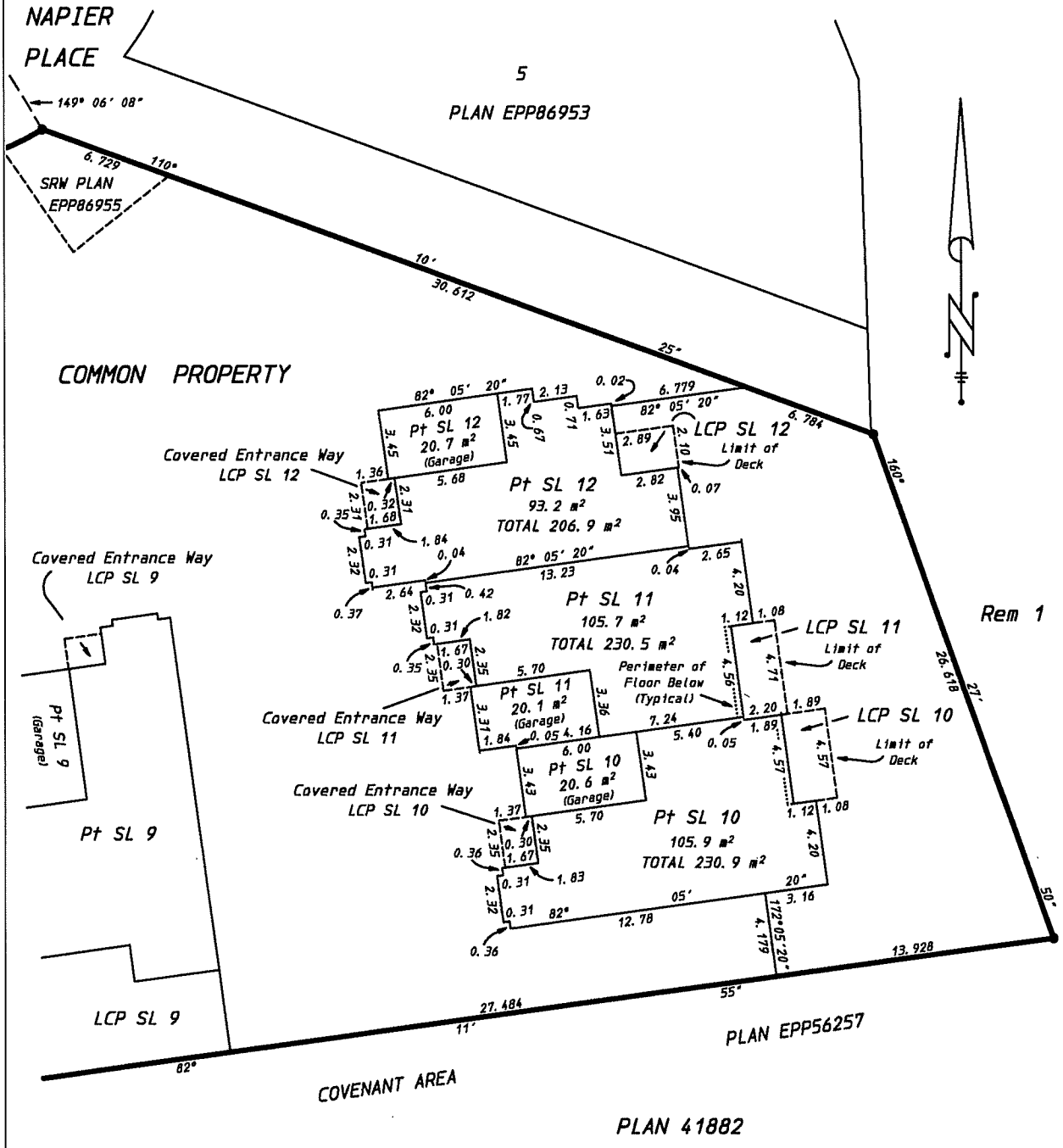
(Detail of Sheet Seven)

SCALE 5 0 5 10 metres

The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:200.
All distances are in metres.

SHEET TEN OF TWELVE SHEETS

STRATA PLAN EPS6806



KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B.C. V9L 2T1 (250) 746-4745
FILE 07-6611 (6611PH2S.H10)

DRAFT

ALLEN L. COX BCLS # 778
Dated at Duncan, B.C. this th day of , 2020.

STRATA LOTS 13 THROUGH 16 – LEVEL THREE.

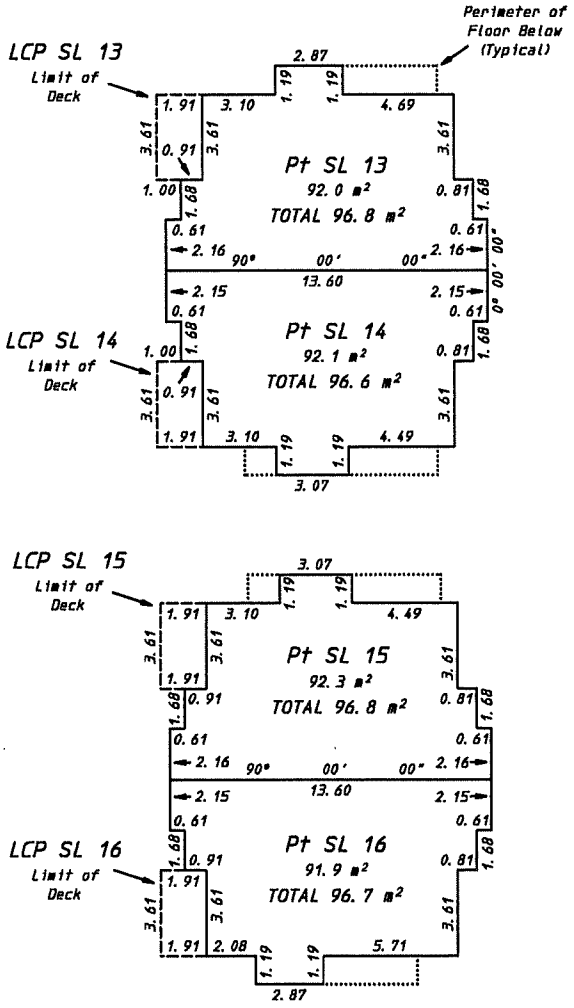
SHEET ELEVEN OF TWELVE SHEETS

STRATA PLAN EPS6806

SCALE 5 0 5 10 metres

The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:200.

All distances are in metres.



KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B.C. V9L 2T1 (250) 746-4745
FILE 07-6611 (6611-PH2. SH8)

DRAFT

ALLEN L. COX BCLS # 778
Dated at Duncan, B.C. this th day of , 2020.

CROSS-SECTIONS

STRATA PLAN EPS6806

SCALE 10 0 10 20 metres

The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:300.

LEGEND

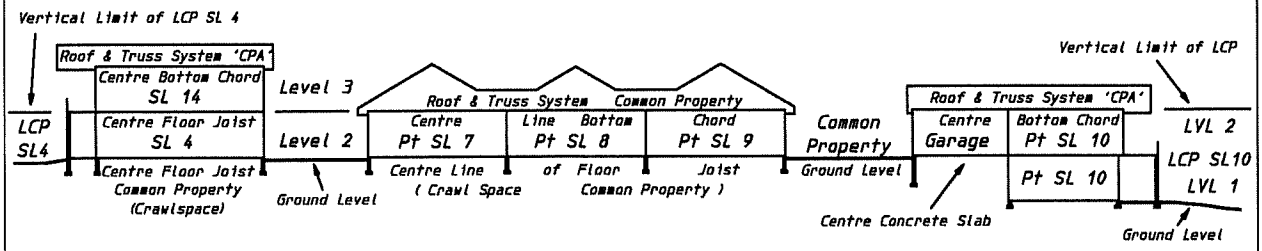
All distances are in metres.

'G' denotes garage.
'LVL' denotes Level.
'CPA' denotes Common Property.

Note:
- All roofs and truss systems deemed common property.
- Unless otherwise denoted, crawl spaces deemed common property.

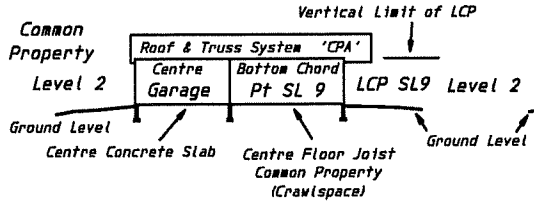
Cross-Section 'A'

Not to Scale



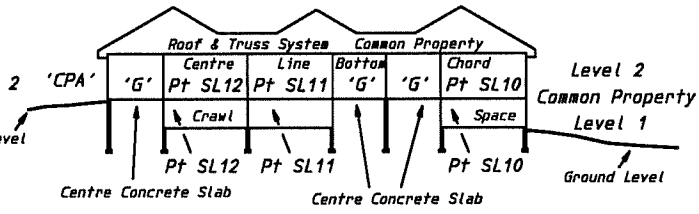
Cross-Section 'B'

Not to Scale



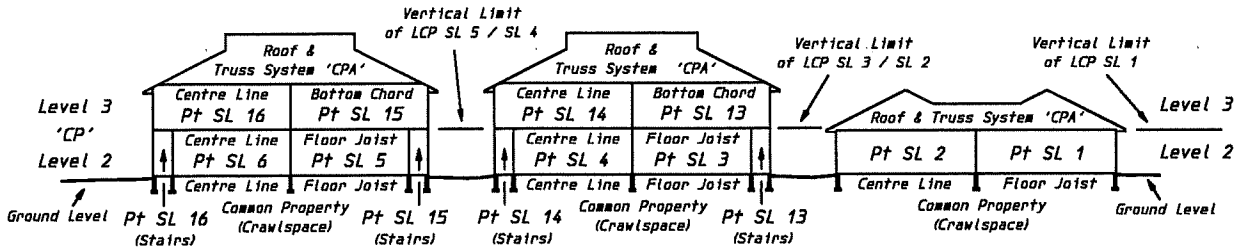
Cross-Section 'C'

Not to Scale



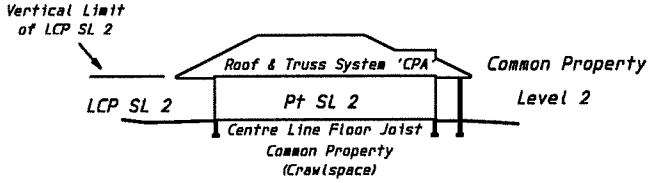
Cross-Section 'D'

Not to Scale



Cross-Section 'E'

Not to Scale



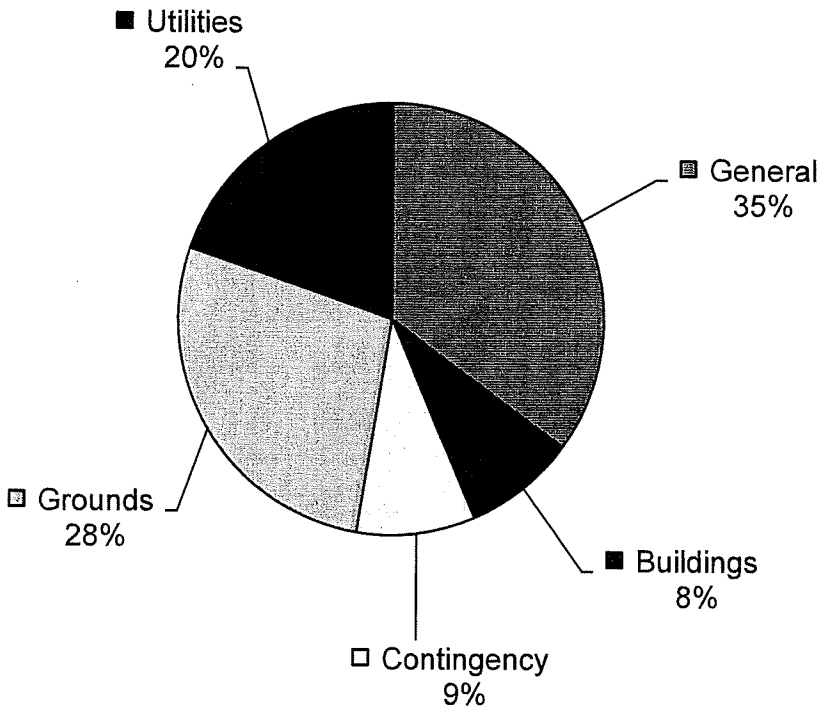
KENYON WILSON
PROFESSIONAL LAND SURVEYORS
221 CORONATION AVE.
DUNCAN, B.C. V9L 2T1 (250) 746-4745
FILE 07-6611 (6611PH2S.H12)

DRAFT

ALLEN L. COX BCLS # 778
Dated at Duncan, B.C. this th day of , 2020.

Exhibit "B"

Napier Strata
Strata Plan EPS 6806
Distribution of Strata Dollars
Disclosure Statement Budget



ARDENT PROPERTIES INC.
Napier Strata - Strata Plan EPS 6806
Disclosure Statement Budget

OPERATING FUND	Disclosure Statement Budget
INCOME	
Operating Fund	
Operating assessments	$ 45,680.00
Interest	$ -
Other	$ -
Contingency Fund	
Contingency Assessments	$ 4,568.04
Interest	$ -
Special Levies	
Levy	$ -
TOTAL INCOME	$ 50,248.04
EXPENSES	
General	
Accounting / Legal	$ 300.00
Administration	$ 600.00
Strata management	$ 8,190.00
Insurance/appraisal	$ 8,400.00
Other	$ 120.00
Building	
Exterior	$ 1,500.00
Interior	$ -
Janitorial	$ -
Fire Safety	$ 250.00
Mechanical	$ 300.00
Roof / gutter cleaning	$ 2,100.00
Pest control	$ -
Security	$ -
Other	$ 120.00
Utilities	
Electricity	$ 1,200.00
Refuse Removal	$ 3,900.00
Water	$ 4,800.00
Gas	$ -
Grounds	
Irrigation Maint.	$ 400.00
Landscaping Maint.	$ 12,200.00
Landscaping Trees / shrubs:	$ -
Lighting Equip. Maint.	$ 180.00
Road/Sidewalk Repair	$ -
Snow Clearing	$ 1,000.00
Water/Sewer Maint.	$ -
Other	$ 120.00
TOTAL OPERATING EXP	$ 45,680.00
Contingency fund	
Contingency fund assessments	$ 4,568.04
Special levy fund	
Special levy assessments	$ -
TOTAL EXPENSES	$ 50,248.04

ARDENT PROPERTIES INC.
Napier Strata - Strata Plan EPS 6806
Disclosure Statement Budget

OPERATING FUND

INCOME	MTH 1	MTH 2	MTH 3	MTH 4	MTH 5	MTH 6	MTH 7	MTH 8	MTH 9	MTH 10	MTH 11	MTH 12	TOTAL
Operating assessments	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 45,680.00
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 3,806.67	$ 45,680.00
EXPENSES													
General													
Accounting / Legal	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 300.00
Administration	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 600.00
Strata management	$ 682.50	$ 682.50	$ 682.50	$ 682.50	$ 682.50	$ 682.50	$ 682.50	$ 682.50	$ 682.50	$ 682.50	$ 682.50	$ 682.50	$ 8,190.00
Insurance/appraisal	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 8,400.00
Other	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 120.00
Building													
Exterior	$ 125.00	$ 125.00	$ 125.00	$ 125.00	$ 125.00	$ 125.00	$ 125.00	$ 125.00	$ 125.00	$ 125.00	$ 125.00	$ 125.00	$ 1,500.00
Interior	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Janitorial	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fire Safety	$ -	$ -	$ -	$ -	$ -	$ 250.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 250.00
Mechanical	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 300.00
Roof / gutter cleaning	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 175.00	$ 2,100.00
Pest control	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Security	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 120.00
Utilities													
Electricity	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 1,200.00
Refuse Removal	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 325.00	$ 3,900.00
Water	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 4,800.00
Gas	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grounds													
Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Irrigation Maint.	$ -	$ 200.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200.00	$ -	$ -	$ 400.00
Landscaping Maint.	$ 1,050.00	$ 850.00	$ 1,050.00	$ 1,050.00	$ 1,050.00	$ 1,050.00	$ 1,050.00	$ 1,050.00	$ 1,050.00	$ 850.00	$ 1,050.00	$ 1,050.00	$ 12,200.00
Landscaping Trees / shrubs:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lighting Equip. Maint.	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 15.00	$ 180.00
Road/Sidewalk Repair	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Snow Clearing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000.00	$ -	$ -	$ 1,000.00
Water/Sewer Maint.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 10.00	$ 120.00
TOTAL EXPENSES	$ 3,702.50	$ 3,702.50	$ 3,702.50	$ 3,702.50	$ 3,702.50	$ 3,952.50	$ 3,702.50	$ 3,702.50	$ 3,702.50	$ 4,702.50	$ 3,702.50	$ 3,702.50	$ 45,680.00
OPERATING SURPLUS (DEFICIT)	$ 104.17	$ 104.17	$ 104.17	$ 104.17	$ 104.17	$ (145.83)	$ 104.17	$ 104.17	$ 104.17	$ (895.83)	$ 104.17	$ 104.17	$ (0.00)

ARDENT PROPERTIES INC.
Napier Strata - Strata Plan EPS 6806
Disclosure Statement Budget

CONTINGENCY FUND	contribution rate												
					10.00%								
INCOME	MTH 1	MTH 2	MTH 3	MTH 4	MTH 5	MTH 6	MTH 7	MTH 8	MTH 9	MTH 10	MTH 11	MTH 12	TOTAL
CRF Assessments	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 4,568.04
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 4,568.04
EXPENSES													
Buildings													
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grounds													
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
OPERATING SURPLUS (DEFICIT)	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 380.67	$ 4,568.04
Openning balance	$ 2,284.00												
Running balance	$ 2,664.67	$ 3,045.34	$ 3,426.01	$ 3,806.68	$ 4,187.35	$ 4,568.02	$ 4,948.69	$ 5,329.36	$ 5,710.03	$ 6,090.70	$ 6,471.37	$ 6,852.04	

Exhibit "C"

ARDENT PROPERTIES INC.
Napier Strata - Strata Plan EPS 6806
Disclosure Statement Budget

Strata Lot #	Unit number	Unit Entitlement	Operating Fee	Contingency Fund Fees	Monthly Fee
1	101	116	$ 240.90	$ 24.09	$ 264.99
2	102	116	$ 240.90	$ 24.09	$ 264.99
3	103	91	$ 188.98	$ 18.90	$ 207.88
4	104	91	$ 188.98	$ 18.90	$ 207.88
5	105	91	$ 188.98	$ 18.90	$ 207.88
6	106	91	$ 188.98	$ 18.90	$ 207.88
7	107	116	$ 240.90	$ 24.09	$ 264.99
8	108	117	$ 242.98	$ 24.30	$ 267.28
9	109	116	$ 240.90	$ 24.09	$ 264.99
10	112	175	$ 363.43	$ 36.34	$ 399.77
11	111	174	$ 361.35	$ 36.14	$ 397.49
12	110	151	$ 313.59	$ 31.36	$ 344.95
13	203	97	$ 201.44	$ 20.14	$ 221.58
14	204	97	$ 201.44	$ 20.14	$ 221.58
15	205	97	$ 201.44	$ 20.14	$ 221.58
16	206	97	$ 201.44	$ 20.14	$ 221.58
		1833	$ 3,806.63	$ 380.66	$ 4,187.29
			$ 45,679.56	$ 4,567.92	$ 50,247.48

Exhibit "D"

Strata Property Act
FORM V

DRAFT

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan EPS6806 being a strata plan of Lot 6, Section 17, Range 5, Chemainus District, Plan EPP86953.
PID: 030-683-157

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS
The unit entitlement for each residential strata lot is one of the following *[check appropriate box]*, as set out in the following table:

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

Certificate of British Columbia Land Surveyor

I, Allen L. Cox, a British Columbia Land Surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date:

_____
Signature

Strata Lot No.	Sheet No.	Habitable Area in m^2	Unit Entitlement	%* of Total Unit Entitlement**
1	8	115.8	116	6.3
2	8	115.5	116	6.3
3	8	91.2	91	5
4	8	91.1	91	5
5	8	91.2	91	5
6	8	91.1	91	5
7	9	115.9	116	6.3
8	9	116.6	117	6.4
9	9	115.8	116	6.3
10	6, 10	174.7	175	9.5
11	6, 10	174.4	174	9.5
12	6, 10	151.1	151	8.2
13	11	96.8	97	5.3
14	11	96.6	97	5.3
15	11	96.8	97	5.3
16	11	96.7	97	5.3
Total number of lots:	16		**Total unit entitlement: 1,833**	100%

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

Date: _____, 2020

_____ _____
Signature of Owner Developer Signature of Owner Developer

Exhibit "E"

Strata Property Act
FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS
(Section 245(d); Regulations section 14.6(2))

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

9880 Napier Place, Chemainus, BC
PID 030-683-157
Lot 6, Section 17, Range 5, Chemainus District, Plan EPP86953

The Standard Bylaws to the *Strata Property Act* are hereby deleted, and in accordance with Section 120 of the *Strata Property Act* are hereby replaced with the following:

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 and one cat; or two dogs; or two cats.

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 and skylights on the exterior of a building or that front on the common property;

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

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

(i) the structure of a building,

(ii) the exterior of a building,

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

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

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

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.

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

Removing council member

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

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

Replacing council member

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

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

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
(2) A person may hold more than one office at a time, other than the offices of president and vice president.
(3) The vice president has the powers and duties of the president
(a) while the president is absent or is unwilling or unable to act, or
(b) for the remainder of the president's term if the president ceases to hold office.
(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
(2) The notice does not have to be in writing.
(3) A council meeting may be held on less than one week's notice if
(a) all council members consent in advance of the meeting, or
(b) the meeting is required to deal with an emergency situation, and all council members either
(i) consent in advance of the meeting, or
(ii) are unavailable to provide consent after reasonable attempts to contact them.
(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Repealed

15 [Repealed 2009-17-35.]

Quorum of council

16 (1) A quorum of the council is
(a) 1, if the council consists of one member,
(b) 2, if the council consists of 2, 3 or 4 members,
(c) 3, if the council consists of 5 or 6 members, and
(d) 4, if the council consists of 7 members.
(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
(2) If a council meeting is held by electronic means, council members are deemed to be present in person.
(3) Owners may attend council meetings as observers.
(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

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

Voting at council meetings

18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

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

Delegation of council's powers and duties

20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
(2) The council may delegate its spending powers or duties, but only by a resolution that
(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
(b) delegates the general authority to make expenditures in accordance with subsection (3).
(3) A delegation of a general authority to make expenditures must
(a) set a maximum amount that may be spent, and
(b) indicate the purposes for which, or the conditions under which, the money may be spent.
(4) The council may not delegate its powers to determine, based on the facts of a particular case,
(a) whether a person has contravened a bylaw or rule,
(b) whether a person should be fined, and the amount of the fine, or
(c) whether a person should be denied access to a recreational facility.

Spending restrictions

21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

23 The strata corporation may fine an owner or tenant a maximum of
(a) $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.

Division 8 — Other Bylaws

Minimum Age Requirement

31 (1) An owner, occupant or resident must be at least forty (40) years or older to permanently reside in a strata lot. Visitors or temporary guests of strata lots may be of any age.

Smoking

32 (1) An owner, occupant, resident, visitor or invitee is not permitted to smoke anywhere on or within the common property.

Date: _____

_____

Signature of Owner Developer

Exhibit "F"

TITLE SEARCH PRINT 2020-10-14, 11:18:24

File Reference: G00252-003 Requestor: Ann Yelland

CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District	VICTORIA
Land Title Office	VICTORIA
Title Number	CA7297091
From Title Number	CA7267688
Application Received	2019-01-15
Application Entered	2019-01-31

Registered Owner in Fee Simple

Registered Owner/Mailing Address: 0897109 B.C. LTD., INC.NO. BC1185647
P.O. BOX 78
DUNCAN, BC
V9L 3X1

Taxation Authority North Cowichan, The Corporation of the District of

Description of Land

Parcel Identifier: 030-683-157

Legal Description:

LOT 6 SECTION 17 RANGE 5 CHEMAINUS DISTRICT PLAN EPP86953

Legal Notations

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA7887241

HERETO IS ANNEXED EASEMENT EN111533 OVER THAT PART OF LOT A, PLAN VIP66677 AS SHOWN ON PLAN VIP69870

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	FB394654
Registration Date and Time:	2011-01-13 10:25
Registered Owner:	THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	FB394656
Registration Date and Time:	2011-01-13 10:25
Registered Owner:	THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	FB394658
Registration Date and Time:	2011-01-13 10:26
Registered Owner:	THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN
Remarks:	INTER ALIA

Nature:	RENT CHARGE
Registration Number:	FB394659
Registration Date and Time:	2011-01-13 10:26
Registered Owner:	THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA2874362
Registration Date and Time:	2012-11-19 12:35
Registered Owner:	THE PROVINCIAL AGRICULTURAL LAND COMMISSION
Remarks:	INTER ALIA PART IN COVENANT AREA 'A' AND COVENANT AREA 'B' ON PLAN EPP22477

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA5826103
Registration Date and Time:	2017-02-17 13:38
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA5826104
Registration Date and Time:	2017-02-17 13:38
Registered Owner:	TELUS COMMUNICATIONS INC. INCORPORATION NO. BC1101218
Remarks:	INTER ALIA CANCELLED AS TO ALL EXCEPT PART ON PLAN EPP86955

Nature:	COVENANT
Registration Number:	CA6353826
Registration Date and Time:	2017-10-05 15:13
Registered Owner:	THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA6353828
Registration Date and Time:	2017-10-05 15:13
Registered Owner:	THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN
Remarks:	INTER ALIA

Nature:	STATUTORY BUILDING SCHEME
Registration Number:	CA7297108
Registration Date and Time:	2019-01-15 14:12
Remarks:	INTER ALIA

Nature:	COVENANT
Registration Number:	CA7297109
Registration Date and Time:	2019-01-15 14:12
Registered Owner:	THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA7438145
Registration Date and Time:	2019-04-09 14:40
Registered Owner:	SHAW CABLESYSTEMS LIMITED INCORPORATION NO. A0075382
Remarks:	INTER ALIA PART IN PLAN EPP86955

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA8154444
Registration Date and Time:	2020-04-24 08:52
Registered Owner:	FORTISBC ENERGY INC. INCORPORATION NO. BC1023718

Duplicate Indefeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

Exhibit "G"

CONTRACT OF PURCHASE AND SALE
INFORMATION ABOUT THIS CONTRACT

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

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.

2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:

   (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.

   (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.

   (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.

   (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

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

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

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act.*

5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller	Costs to be Borne by the Buyer	
Lawyer or Notary Fees and Expenses:	Lawyer or Notary Fees and Expenses:	- appraisal (if applicable)
- attending to execution documents.	- searching title,	- Land Title Registration fees.
Costs of clearing title, including:- investigating title,	- drafting documents.	Fire Insurance Premium.
- discharge fees charged by	Land Title Registration fees.	Sales Tax (if applicable).
encumbrance holders,	Survey Certificate (if required).	Property Transfer Tax.
- prepayment penalties.	Costs of Mortgage, including:	Goods and Services Tax (if applicable).
Real Estate Commission (plus GST).	- mortgage company's Lawyer/Notary.	
Goods and Services Tax (if applicable).		

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

7. **CLOSING MATTERS**: The closing documents referred to in Sections 11, 11A and 11B of this Contract will, in most cases, be prepared by the Buyer's Lawyer or Notary and provided to the Seller's Lawyer or Notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the Completion Date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this Contract.

8. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.

9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)

   Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.

11. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.

12. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.

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Feb/2019

BCrea British Columbia Real Estate Association

THE CANADIAN BAR ASSOCIATION British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: _____ DATE: _____

ADDRESS: _____ PC: _____ PHONE: _____

PREPARED BY: _____ MLS® NO: _____

SELLER: 0897109 BC LTD	BUYER:
SELLER:	BUYER:
ADDRESS: PO BOX 78	ADDRESS:
Duncan, BC	
PC: V9L 3X1	PC:
PHONE:	PHONE:
	OCCUPATION:

PROPERTY:

UNIT NO. ADDRESS OF PROPERTY

CITY/TOWN/MUNICIPALITY POSTAL CODE

PID OTHER PID(S)

LEGAL DESCRIPTION

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

1. **PURCHASE PRICE:** The purchase price of the Property will be _____

_____ DOLLARS $_____ (Purchase Price)

2. **DEPOSIT:** A deposit of $_____ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:

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

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

- Sutton Group West Coast Realty and its licensees' area of expertise is limited to real estate brokerage, pursuant to the Real Estate Services Act of BC. Sutton Group West Coast Realty and its licensees hereby advise the Buyer to seek professional or expert advice on all matters as, but not limited to, biological, botanical, archaeological, geotechnical, environmental, cadastral, survey, lot servicing feasibility and cost, financing, flooding and water and other technical and related legal and accounting issues.

- The Buyer is aware that the Provincial Property Transfer Tax is payable by the Buyer unless the Buyer qualifies for an exemption. This tax is currently 1 % on the 1st $200,000 & 2% on the balance.

- The Seller agrees to provide on or before completion, if the seller is in possession of such documents, copies of the: Site Survey Certificate; any warranties or instruction manuals applicable to the property and any appropriate Regulatory Authority (Health, Municipal or otherwise) documents.

- The Seller warrants that to the best of the Seller's knowledge; there are no causes for environmental contamination, including but not limited to buried oil tanks & asbestos products and that the property has no designation as an archaelogical site.

- The Buyer is satisfied with the size & age of the dwelling(s) and/or lot as viewed and is aware that any square footage or age advertised is approximate.

- The Buyer acknowledges that all the data, including zoning bylaws and boundaries, received regarding the property is from sources believed reliable but is not guaranteed and should not be relied upon without verification. The Buyer is relying on its own investigations as to the suitability of the property for their purposes.

- The Buyer and Seller agree that they must satisfy themselves concerning the application of GST to this transaction.

- All keys and garage door opener remotes (if applicable) are included and will be given to the Buyer's realtor on or before the possession time.

- The Seller will allow reasonable access for the Buyers; inspections, appraisals, etc.

- The Buyer & Seller mutually agree that the use of electronic signatures and/or the reproductions of signatures through fax, email or electronic devices will be treated as originals and satisfactory to bind the contract.

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

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

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

_____

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

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

BUT EXCLUDING:

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

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

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

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

11A. SELLER'S PARTICULARS AND RESIDENCY: The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed and the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

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11B. GST CERTIFICATE: If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("**GST**"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

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

13. BUYER FINANCING: If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

14. CLEARING TITLE: If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.

15. COSTS: The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.

16. RISK: All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.

17. PLURAL: In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.

18. REPRESENTATIONS AND WARRANTIES: There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.

19. PERSONAL INFORMATION: The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:

A. for all purposes consistent with the transaction contemplated herein:

B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

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C. for enforcing codes of professional conduct and ethics for members of real estate boards; and

D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent.*

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

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

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

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

INITIALS

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

Grant Clement & Nathan Clement (*Designated Agent(s)/Licensee(s)*)

who is/are licensed in relation to Sutton Group West Coast Realty (Duncan) (*Brokerage*).

INITIALS

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

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

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

INITIALS

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

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

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

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

INITIALS

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

INITIALS

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

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22. **ACCEPTANCE IRREVOCABLE** (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:
    A. fulfill or waive the terms and conditions herein contained; and/or
    B. exercise any option(s) herein contained.
23. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

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

X_____	_____	SEAL _____
WITNESS	BUYER	PRINT NAME
X_____	_____	SEAL _____
WITNESS	BUYER	PRINT NAME

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

Yes ☐☐ INITIALS No ☐☐ INITIALS

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

Seller's acceptance is dated _____, yr._____

The Seller declares their residency:

RESIDENT OF CANADA ☐☐ INITIALS NON-RESIDENT OF CANADA ☐☐ INITIALS as defined under the *Income Tax Act*.

X_____	_____	SEAL 0897109 BC LTD
WITNESS	SELLER	PRINT NAME
X_____	_____	SEAL _____
WITNESS	SELLER	PRINT NAME

*PREC represents Personal Real Estate Corporation

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CONTRACT OF PURCHASE AND SALE ADDENDUM

BCrea British Columbia Real Estate Association

THE CANADIAN BAR ASSOCIATION British Columbia Branch

MLS® NO.: DATE:

.....

RE: ADDRESS

LEGAL DESCRIPTION:

.....

PID OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED .....

MADE BETWEEN ..... AS BUYER, AND

0897109 BC LTD .....AS SELLER AND COVERING

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

CONSTRUCTION MEETING

- SUBJECT TO: the Buyer and Seller, meeting by _____, to discuss and agreeing to the construction specifications. This condition is for the benefit of the Seller and the Buyer.

CHANGES AND EXTRAS

- The Seller and the Buyer must agree to all Changes and Extras (and their related costs). This will be handled directly between the Seller and the Buyer. The Buyers understand that no changes will be commenced until the contract is firm and unconditional.

- The Buyers acknowledge and understand that Purchase Contract extras are in addition, or above the specified contract allowance, and above the contract purchase price. The Buyer agrees to pay an amount agreed upon with the Seller on all extras and upgrades prior to proceeding on a Change order. The Buyers understand, and agree in the event of Non - Completion, they will be responsible, for full payment of all extras to the Builder, and the Builder/Seller will not be held responsible or billed for Contract Extras, in the event of non completion.

DEPOSIT

- Should the Buyer fail to complete the Purchase and Sale once unconditional, the deposit will be forfeited to the Seller on account of damages without prejudice to the Seller's remedies.

REGISTRATION

- A subdivision Plan for the property must be fully registered in the appropriate Land Title Office prior to Completion.

OCCUPANCY PERMIT

- An occupancy permit for the property must be issued by the District of North Cowichan prior to Completion.

COMPLETION EXTENSION

- If the Seller is delayed in completing the creation or construction of the property or of performing any other obligation under this agreement which delays completion, then the completion date shall be extended by the period equivalent of such delay.

- The Seller may at any time extend the completion date as required to as late as _____ by providing the Buyer with written notice thereof.

- If the Seller is delayed in completing the creation or construction of the property or of performing any other obligation under this agreement which delays completion, then the completion date shall be extended by the period equivalent of such delay.

GST

- GST is not included in the purchase price. The Buyer is responsible for any applicable GST.

DISCLOSURE STATEMENT

- The Buyer acknowledges receipt of a Disclosure Statement dated _____ with respect to the property.

X _____ WITNESS	_____ BUYER	SEAL _____ PRINT NAME
X _____ WITNESS	_____ BUYER	SEAL _____ PRINT NAME
X _____ WITNESS	_____ SELLER	SEAL 0897109 BC LTD PRINT NAME
X _____ WITNESS	_____ SELLER	SEAL _____ PRINT NAME

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CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.:_____ DATE: _____

RE: ADDRESS .....

LEGAL DESCRIPTION

.....

PID OTHER PID(S)

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED .....

MADE BETWEEN .....AS BUYER, AND

0897109 BC LTD .....AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:
Without the developer's prior consent, any assignment of a purchase agreement is prohibited.

An assignment under the Real Estate Development Market Act is a transfer of some or all of the rights, obligations and benefits under a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed part to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.

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 identify;
(b) the party's contact and business information;
(c) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.

_____ WITNESS	X _____ (SEAL) BUYER	_____ PRINT NAME
_____ WITNESS	X _____ (SEAL) BUYER	_____ PRINT NAME
_____ WITNESS	X _____ (SEAL) SELLER	0897109 BC LTD PRINT NAME
_____ WITNESS	X _____ (SEAL) SELLER	_____ PRINT NAME

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Exhibit "H"

Strata Property Act

FORM J

Rental Disclosure Statement

(Section 139)

Re: 9880 Napier Place, Chemainus, BC – PID 030-683-157, Lot 6, Section 17, Range 5, Chemainus District, Plan EPP86953

This Rental Disclosure Statement is:

[X] the first Rental Disclosure Statement filed in relation to the above-noted strata plan;

[ ] a changed Rental Disclosure Statement filed under section 139(4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in the relation to the above-noted strata plan was filed on *...[dd/mmm/yyyy]...*

1. The development described above includes five (5) 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
N/A	

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

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further sixteen (16) 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
Strata Lot 1	January 1, 2050
Strata Lot 2	January 1, 2050
Strata Lot 3	January 1, 2050
Strata Lot 4	January 1, 2050
Strata Lot 5	January 1, 2050
Strata Lot 6	January 1, 2050
Strata Lot 7	January 1, 2050
Strata Lot 8	January 1, 2050
Strata Lot 9	January 1, 2050
Strata Lot 10	January 1, 2050
Strata Lot 11	January 1, 2050
Strata Lot 12	January 1, 2050
Strata Lot 13	January 1, 2050
Strata Lot 14	January 1, 2050
Strata Lot 15	January 1, 2050
Strata Lot 16	January 1, 2050

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

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

Date: October 14, 2020

Signature of Owner/Developer

Exhibit "I"

Chemainus Artisan Village Comprehensive Development Zone (CD6) [BL3589]

Permitted Uses

80.6 (1) The permitted uses for Areas 1 to 5 of the CD6 zone, as shown on Schedule "H", attached to and forming part of this bylaw, are as follows:

(a) Area 1

(i) Limited Home-based Business

(ii) Secondary Suite

(iii) Single-Family Dwelling

(iv) Stacked Townhouse

(v) Townhouse

(vi) Two-Family Dwelling

(b) Area 2

(i) Apartment

(ii) Assisted Living

(iii) Community Care Facility

(iv) Community Garden

(v) Congregate Housing

(vi) Limited Home-based Business

(vii) Personal Care Use

(viii) Stacked Townhouse

(ix) Townhouse

(c) Area 3

(i) Apartment

(ii) Artisan Studio

(iii) Daycare

(iv) Gallery

(v) Hotel Small Scale

(vi) Laundromat

(vii) Limited Home-based Business

(viii) Live-work Studio

(ix) Mixed-use Building

(x) Museum

(xi) Office (above ground floor)

(xii) Personal Service

(xiii) Professional Office (above ground floor)

(xiv) Recreational Facility Small Scale

(xv) Restaurant

(xvi) Retail Store

(xvii) Stacked Townhouse

(xviii) Townhouse

(d) Areas 4 and 5

(i) Open Space

(ii) Public Use

(iii) Trails

Density

(2) (a) The maximum permitted density for the CD6 zone is as follows:

(i) the maximum gross floor area of a laundromat is 100 m^2 (1,076.39 sq. ft.)

(ii) the maximum gross floor area of a museum is 200 m^2 (2,152.78 sq. ft.)

(iii) the maximum gross floor area of a recreation facility small scale is 200 m^2 (2,152.78 sq. ft.)

(iv) the maximum gross floor area of a retail store is 200 m^2 (2,152.78 sq. ft.)

(b) The minimum density of residential dwelling units per hectare is as follows:

	Area 1	Area 2
Minimum permitted density	15	25

(c) Despite subsection (b), the density for congregate housing, assisted living and community care facility uses in Area 2 is as follows:

(i) three units each smaller than 30 m^2 (322.92 sq. ft.) is equal to one dwelling unit,

(ii) two units each larger than 30 m^2 (322.92 sq. ft.) but smaller than 60 m^2 (645.83 sq. ft.) is equal to one dwelling unit, and

(iii) a unit larger than 60 m^2 (645.83 sq. ft.) is equal to one dwelling unit.

Parking

(3) (a) Despite Section 21, the uses in the table below have the associated off-street minimum parking requirements in the CD6 zone.

Use	Minimum Parking Requirements
Multi-Family Residential dwelling unit, no bedrooms	0.75 parking space per dwelling unit without bedrooms, and 1.0 designated visitor parking space per 8 dwelling units
Multi-Family Residential dwelling unit, one or two bedrooms	1.0 parking space per dwelling unit with one or two bedrooms, and 1.0 designated visitor parking space per 10 dwelling units
Multi-Family Residential dwelling unit, three bedrooms or more	2.0 parking spaces per dwelling unit with three or more bedrooms, and 1.0 designated visitor parking space per 15 dwelling units
Assisted Living	1.0 parking space per 3 beds, and 1.0 passenger unloading stall per 40 beds or at minimum 1 per building
Community Care Facility	1.0 parking space per 4 beds and 1.0 passenger unloading stall per 40 beds or at minimum 1 per building
Restaurant	1.0 parking space per 20 m^2 used for customer circulation and seating
Retail	1.0 parking space per 46 m^2 or at a minimum 1 space per individual store or shop

(b) In addition, all required parking in the CD6 zone must meet the following:

(i) the size, quantity and access to parking spaces for seniors and persons with disabilities must meet or exceed the requirement of the B.C. Building Code;

(ii) no off-street parking is permitted in the front of apartment buildings in Area 2, and no off-street parking is permitted in the front any building in Area 3;

(iii) visitor parking may be located in off-street parking lots, or on-street in Area 1 and Area 2;

(iv) visitor parking in Area 3 must be located off-street;

(v) all required parking spaces must be paved, marked, numbered, curbed, illuminated, and drained;

(vi) all parking areas must be screened from all adjacent uses and streets by a landscaped screen not less than 1.5 m (4.92 ft.) wide;

(vii) all required parking areas must group all parking spaces in clusters of a maximum of 8 spaces with landscaping consisting of trees and shrubs between clusters, and such landscaping must be considered as meeting a portion of the required site landscaping requirements;

(viii) Sections 17 to 21 apply for all other parking requirements;

(ix) where conflicts exist between parking requirements in Section 17 to 21, the requirements set out in this zone prevail.

Driveways

(4) The minimum permitted setback from a vehicle entrance of a principal or accessory building to a highway or strata road, other than a lane, is 6.0 m (19.69 ft.).

Bicycle Parking Minimum Requirements

(5) Minimum off-street bicycle parking stall requirements are as follows:

Use	Bicycle Parking Stall Class I	Bicycle Parking Stall Class II
Multi-Family (where parking is in parking lot or underground parking)	1 space per 4 dwelling units	1 space per 2.5 dwelling units
Congregate Housing, Assisted Living	1 space per 10 residential units	1 space per 10 residential units
Community Care Facility	1 space per 10 beds	1 space per 20 beds
Hotel small scale	1 space per 5 sleeping rooms	1 space per 10 sleeping rooms
Live-Work	1 space per each live-work unit	1 space per 3 live-work units
Mixed Use Building	Per individual use	Per individual use
Retail, Personal Service, Office, Professional Office, Museum, Laundromat, Artisan Studio, Gallery	1 space per 400 m^2 (4,305.56 sq. ft.) (minimum 1 space)	1 space per 100 m^2 (1,076.39 sq. ft.)
Restaurants	1 space per 250 m^2 (2,690.98 sq. ft.) (minimum 1 space)	1 space per 100 m^2 (1,076.39 sq. ft.)
Recreational Facility Small Scale	1 space per 250 m^2 (2,690.98 sq. ft.) (minimum	1 space per 25m^2

Use	Bicycle Parking Stall Class I	Bicycle Parking Stall Class II
	1 space)	(269.09 sq. ft.)
Offices	1 space per 200 m^2 (2,152.78 sq. ft.) (minimum 1 space)	1 space per 100 m^2 (1,076.39 sq. ft.)

Regulatory Conditions

(6) The regulatory conditions in the following table apply to:

(a) Area 1 - Single and Two-family:

Description	Single-Family Dwelling	Two-family Dwelling
Minimum lot area	400 m^2 (4,305.60 sq. ft.)	650 m^2 (6,996.60 sq. ft.)
Minimum frontage	12.0 m (39.37 ft.), except that the minimum frontage within a cul-de-sac is 6.5 m (21.33 ft.)	23.0 m (75.46 ft.), except that the minimum frontage within a cul-de-sac is 6.5 m (21.33 ft.)
Maximum Lot Coverage	40%	40%
Minimum Setbacks: Principal Building - yard, front - yard, side - yard, rear - yard, driveway Accessory Building - yard, front - yard, side - yard, rear	 4.0 m (13.12 ft.) 1.5 m (4.92 ft.) 4.0 m (13.12 ft.) 5.8 m (19.03 ft.) 5.0 m (16.40 ft.) 1.0 m (3.28 ft.) 1.0 m (3.28 ft.)	 4.0 m (13.12 ft.) 1.5 m (4.92 ft.) 5.0 m (16.40 ft.) 5.8 m (19.03 ft.) 5.0 m (16.40 ft.) 1.0 m (3.28 ft.) 1.0 m (3.28 ft.)
Maximum Height: - Principal Building - Accessory Building	 9.0 m (29.53 ft.) 5.0 m (16.40 ft.)	 10.0 m (32.80 ft.) 5.0 m (16.40 ft.)

(b) Area 1 and 2 - Multi-Family:

Description	Townhouse	Stacked Townhouse	Apartments
Minimum lot area	1,000 m^2 (10,763.91 sq. ft.)	1,000 m^2 (10,763.91 sq. ft.)	1,000 m^2 (10,763.91 sq. ft.)
Minimum frontage	25.0 m (82.02 ft.)	25.0 m (82.02 ft.)	25.0 m (82.02 ft.)
Maximum Lot Coverage	50%	50%	50%
Minimum Setbacks:			

Description	Townhouse	Stacked Townhouse	Apartments
Principal Building - yard, front (without front yard parking) - yard, front (with front yard parking) - yard, side - yard, rear - yard, rail right-of-way Accessory Building - yard, front - yard, side - yard, rear - yard, rail right-of-way	 2.5 m (8.20 ft.) 5.8 m (19.03 ft.) 3.0 m (9.84 ft.) 4.0 m (13.12 ft.) 10.0 m (32.81 ft.) 6.0 m (19.69 ft.) 3.0 m (9.84 ft.) 5.0 m (16.40 ft.) 5.0 m (16.40 ft.)	 2.5 m (8.20 ft.) 5.8 m (19.03 ft.) 3.0 m (9.84 ft.) 4.0 m (13.12 ft.) 10.0 m (32.81 ft.) 6.0 m (19.69 ft.) 3.0 m (9.84 ft.) 5.0 m (16.40 ft.) 5.0 m (16.40 ft.)	 2.5 m (8.20 ft.) 5.0 m (16.40 ft.) 5.0 m (16.40 ft.) 10.0 m (32.81 ft.) 6.0 m (19.69 ft.) 1.5 m (4.92 ft.) 1.5 m (4.92 ft.) 5.0 m (16.40 ft.)
Maximum Eaveline Height	7.0 m (22.97 ft.)	8.5 m (27.89 ft.)	11.0 (36.09 ft.)
Minimum Roof Slope	5:12	5:12	5:12
Maximum Height: Principal Building Accessory Building	 9.0 m (29.52 ft.) 5.0 m (16.40 ft.)	 10.0 m 32.81 ft.) 5.0 m (16.40 ft.)	 14.0 m 45.93 ft.) 5.0 m (16.40 ft.)
Maximum Storeys	2.5 storeys	3.5 storeys	4.5 storeys
Minimum Building Separation	4.0 m (13.12 ft.)	4.0 m (13.12 ft.)	8.0 m (26.25 ft.)
Minimum Landscaped Open Space	25%	25%	25%
Minimum Outdoor Private Amenity Space per Dwelling Unit	7.4 m^2 (79.65 sq. ft.) in area with a minimum horizontal dimension of 3.0 m (9.84 ft.)	Ground floor units: 7.4 m^2 (79.65 sq. ft.) in area with a minimum horizontal dimension of 3.0 m (9.84 ft.). Above grade units: 4.75 m^2 (51.13 sq. ft.) in area with a minimum horizontal dimension of 2.0 m (6.56 ft.)	Ground floor units: 7.4 m^2 (79.65 sq. ft.) in area with a minimum horizontal dimension of 3.0 m (9.84 ft.). Above grade units: 4.75 m^2 (51.13 sq. ft.) in area with a minimum horizontal dimension of 2.0 m (6.56 ft.)

(c) Area 3 - Multi-Family and Commercial:

Description	Townhouse	Stacked Townhouse	Apartment/ Mixed Use and/or Commercial Building
Minimum lot area	1,000 m^2 (10,763.91 sq. ft.)	1,000 m^2 (10,763.91 sq. ft.)	1,000 m^2 (10,763.91 sq. ft.)
Minimum frontage	25.0 m (82.02 ft.)	25.0 m (82.02 ft.)	25.0 m (82.02 ft.)
Maximum Lot Coverage	50%	50%	50%
Minimum Setbacks: Principal Building - yard, front (without front yard parking) - yard, front (with front yard parking) - yard, side - yard rear - yard, rail right-of-way Accessory Building - yard, front - yard, side - yard, rear - yard, rail right-of-way	 2.5 m (8.20 ft.) 5.8 m (19.03 ft.) 3.0 m (9.84 ft.) 4.0 m (13.12 ft.) 10.0 m (32.81 ft.) 6.0 m (19.69 ft.) 1.5 m (4.92 ft.) 1.5 m (4.92 ft.) 5.0 m (16.40 ft.)	 2.5 m (8.20 ft.) 5.8 m (19.03 ft.) 3.0 m (9.84 ft.) 4.0 m (13.12 ft.) 10.0 m (32.81 ft.) 6.0 m (19.69 ft.) 1.5 m (4.92 ft.) 1.5 m (4.92 ft.) 5.0 m (16.40 ft.)	 2.5 m (8.20 ft.) 5.0 m (16.40 ft.) 5.0 m (16.40 ft.) 10.0 m (32.81 ft.) 6.0 m (19.69 ft.) 1.5 m (4.92 ft.) 1.5 m (4.92 ft.) 5.0 m (16.40 ft.)
Maximum Eaveline Height	7.0 m (22.97 ft.)	8.5 m (27.89 ft.)	11.0 m (36.09 ft.)
Minimum Height, Principal Building			9.0 m (29.53 ft.)
Maximum Height: Principal Building Accessory Building	 9.0 m (29.53 ft.) 5.0 m (16.40 ft.)	 10.0 m (32.81 ft.) 5.0 m (16.40 ft.)	 11.0 m (36.09 ft.) 5.0 m (16.40 ft.)
Maximum Storeys	2.5 storeys	3.5 storeys	3.5 storeys
Minimum Building Separation	4.0 m (13.12 ft.)	4.0 m (13.12 ft.)	6.0 m (19.69 ft.)
Minimum Landscaped Open Space	25%	25%	25%
Minimum Outdoor Private Amenity Space per Dwelling Unit	7.4 m^2 (79.65 sq. ft.) in area with a minimum horizontal dimension of 2.4 m (7.87 ft.)	Ground floor units: 7.4 m^2 (79.65 sq. ft.) in area with a minimum horizontal dimension of 3.0 m (9.84 ft.). Above grade units: 4.75 m^2 51.13 sq. ft.) in area with a minimum horizontal dimension of 2.0 m (6.56 ft.).	4.75 m^2 51.13 sq. ft.) in area with a minimum horizontal dimension of 2.0 m (6.56 ft.).

Conditions of Use

(7) (a) Area 1

The conditions of use for Area 1 are as follows:

(i) the maximum permitted height of all fences is 1.2 m (3.94 ft.) with the exception that individual dwelling unit rear yard privacy fences must not exceed 2.0 m (6.56 ft.) in height.

(b) Area 2

The conditions of use for Area 2 are as follows:

(i) The maximum permitted height of all fences is 1.2 m (3.94 ft.) with the exception that individual dwelling unit rear yard privacy fences must not exceed 2.0 m (6.56 ft.) in height.

(c) Area 3

The conditions of use for Area 3 are as follows:

(i) Maximum permitted height of all fences is 1.2 m (3.92 ft.) with the exception that individual dwelling unit rear yard privacy fences must not exceed 1.5 m (4.92 ft.) in height.

(ii) Commercial uses that introduce or produce malodorous, toxic or noxious matters, or generate excessive vibration, heat, glare, noise, or radiation or create hazardous substances are not permitted within 20 m (65.62 ft.) of a residential dwelling unit.

(iii) A landscaped area, consisting of trees and shrubs and low fencing, not less than 1.5 m (4.92 ft.) wide must be provided along the entire length of a lot line that abuts a residential use (Area 2).

General

(8) In the event of conflict between the provisions of Part 1 to 5 of this Bylaw and the provisions of this zone, the provisions of the CD6 zone prevail.

Exhibit "J"

FEE SLIP

Please remit with payment.

Folder: BP008660

BUILDING PERMITS
MULTI-FAMILY GROUND - NEW

Summary	Outstanding
Building Fees	4,850.09
D.c.c. Fees	18,384.00
TOTAL	**$23,234.09**

DISTRICT OF NORTH COWICHAN
7030 Trans-Canada Highway
Duncan BC V9L 6A1
PH # 250 746-3100

Receipt: 18499/1 Feb 11, 2020
Dated: Feb 11, 2020 09:44:07 AM
Station: CASHDRV/JACKIE

ISSUED	BP008655	0.00
DEPCSH	BP008655	100,791.05
CDPMT	BP008655	2,998.98
DCCPMT	BP008655	12,254.00
ISSUED	BP008660	0.00
CDPMT	BP008660	4,850.09
DCCPMT	BP008660	18,384.00
ISSUED	BP008659	0.00
CDPMT	BP008659	4,133.09
DCCPMT	BP008659	18,384.00
Total		161,797.23
CHEQUE	0897109 BC LTD	-161,797.23

Thank you for your payment

Corporation of the District of North Cowichan

7030 Trans-Canada Highway
Duncan, BC V9L 6A1
Phone: 250-746-3100
Fax: 250-746-3133

Folder: BP008660

Building 1

BUILDING PERMITS
MULTI-FAMILY GROUND - NEW

Address: 9880 NAPIER PL

Description	Quantity	Amount	Description	Quantity	Amount
Bp Fees	641,855.50	4,842.99	Bp Fixtures	39.00	491.40
P Eng Reduction	641,855.50	-484.30	D.c.c.	1.00	18,384.00

Summary	Amount	Received	Outstanding
Building Fees	4,850.09	0.00	4,850.09
D.c.c. Fees	18,384.00	0.00	18,384.00
TOTAL	**23,234.09**	**0.00**	**23,234.09**

FEE SLIP

Please remit with payment.

Folder: BP008655

DISTRICT OF NORTH COWICHAN
7030 Trans-Canada Highway
Duncan BC V9L 6A1
PH # 250 746-3100

BUILDING PERMITS
DUPLEX - NEW

Summary	Outstanding
Building Fees	2,998.98
Deposits	100,791.08
D.c.c. Fees	12,256.00
TOTAL	**$116,046.06**

Receipt: 184971 Feb 11, 2020
Dated: Feb 11, 2020 09:44:25 AM
Station: CASHDEV/JACKIE

ISSUED	BP008655	0.00
DEPCSH	BP008655	100,791.08
CDPMT	BP008655	2,998.98
DCCPMT	BP008655	12,256.00
ISSUED	BP008660	0.00
CDPMT	BP008660	4,850.07
DCCPMT	BP008660	18,384.00
ISSUED	BP008659	0.00
CDPMT	BP008659	4,133.08
DCCPMT	BP008659	18,384.00
Total		161,797.23
CHEQUE	0897109 BC LTD	-161,797.23

Thank you for your payment

Corporation of the District of North Cowichan

7030 Trans-Canada Highway
Duncan, BC V9L 6A1
Phone: 250-746-3100
Fax: 250-746-3133

Folder: BP008655

Building 2

BUILDING PERMITS
DUPLEX - NEW

20-11-740

Address: 9880 NAPIER PL

Description	Quantity	Amount	Description	Quantity	Amount
Bp Eng Driveway	1.00	25.00	Bp Eng Sweep	1.00	50.00
Bp Fees	368,124.00	2,926.87	Bp Fixtures	18.00	226.80
Bp Pl Sanitary	1.00	31.50	Bp Plumb Water	1.00	31.50
P Eng Fixt Disc	0.00	0.00	P Eng Reduction	368,124.00	-292.69
Landsc Dep	1.00	100,791.08	D.c.c.	1.00	12,256.00

Summary	Amount	Received	Outstanding
Building Fees	2,998.98	0.00	2,998.98
Deposits	100,791.08	0.00	100,791.08
D.c.c. Fees	12,256.00	0.00	12,256.00
TOTAL	**116,046.06**	**0.00**	**116,046.06**

FEE SLIP

Please remit with payment.

Folder: BP008659

BUILDING PERMITS
MULTI-FAMILY GROUND - NEW

Summary	Outstanding
Building Fees	4,133.08
D.c.c. Fees	18,384.00
TOTAL	**$22,517.08**

DISTRICT OF NORTH COWICHAN
7030 Trans-Canada Highway
Duncan BC V9L 6A1
PH # 250 746-3100

Receipt: 18499/1 Feb 11, 2020
Dated: Feb 11, 2020 09:43:50 AM
Station: CASHDEV/JACKIE

ISSUED	BP008655	0.00
DEPCSH	BP008655	100,791.06
CDPMT	BP008655	2,998.93
DCCPMT	BP008655	12,256.00
ISSUED	BP008660	0.00
CDPMT	BP008660	4,850.09
DCCPMT	BP008660	18,384.00
ISSUED	BP008659	0.00
CDPMT	BP008659	4,133.08
DCCPMT	BP008659	18,384.00
Total		161,797.23
CHEQUE	0897109 BC LTD	-161,797.23

Thank you for your payment

Corporation of the District of North Cowichan

7030 Trans-Canada Highway
Duncan, BC V9L 6A1
Phone: 250-746-3100
Fax: 250-746-3133

Folder: BP008659

Bulan 3

BUILDING PERMITS
MULTI-FAMILY GROUND - NEW

Address: 9880 NAPIER PL

Description	Quantity	Amount	Description	Quantity	Amount
Bp Fees	526,044.50	4,032.31	Bp Fixtures	40.00	504.00
P Eng Reduction	526,044.50	-403.23	D.c.c.	1.00	18,384.00

Summary	Amount	Received	Outstanding
Building Fees	4,133.08	0.00	4,133.08
D.c.c. Fees	18,384.00	0.00	18,384.00
TOTAL	**22,517.08**	**0.00**	**22,517.08**

161,797.23

FEE SLIP

Please remit with payment.

Folder: BP008656

BUILDING PERMITS
MULTI-FAMILY GROUND - NEW

Summary	Outstanding
Building Fees	4,333.00
D.c.c. Fees	24,512.00
TOTAL	$28,845.00

Building 4

Corporation of the District of North Cowichan

7030 Trans-Canada Highway
Duncan, BC V9L 6A1
Phone: 250-746-3100
Fax: 250-746-3133

Folder: BP008656

BUILDING PERMITS

MULTI-FAMILY GROUND - NEW

Address: 9880 NAPIER PL

Description	Quantity	Amount	Description	Quantity	Amount
Bp Fees	497,000.00	3,829.00	Bp Fixtures	40.00	504.00
D.c.c.	1.00	24,512.00			

Summary	Amount	Received	Outstanding
Building Fees	4,333.00	0.00	4,333.00
D.c.c. Fees	24,512.00	0.00	24,512.00
TOTAL	**28,845.00**	**0.00**	**28,845.00**

PAID 6/15/20
LG B4 2298
COMPANY: AV

FEE SLIP

Please remit with payment.

Folder: BP008657

BUILDING PERMITS
MULTI-FAMILY GROUND - NEW

Summary	Outstanding
Building Fees	4,333.00
D.c.c. Fees	24,512.00
TOTAL	**$28,845.00**

Bulow J

Corporation of the District of North Cowichan

7030 Trans-Canada Highway
Duncan, BC V9L 6A1
Phone: 250-746-3100
Fax: 250-746-3133

Folder: BP008657

BUILDING PERMITS

MULTI-FAMILY GROUND - NEW

Address: 9880 NAPIER PL

Description	Quantity	Amount	Description	Quantity	Amount
Bp Fees	497,000.00	3,829.00	Bp Fixtures	40.00	504.00
D.c.c.	1.00	24,512.00			

Summary	Amount	Received	Outstanding
Building Fees	4,333.00	0.00	4,333.00
D.c.c. Fees	24,512.00	0.00	24,512.00
TOTAL	**28,845.00**	**0.00**	**28,845.00**

6/15/20
~~2298~~
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A/V