DISCLOSURE STATEMENT

Real Estate Development Marketing Act of British Columbia

This Disclosure Statement relates to an offering by Homesite Developments (Zeron) Inc. and Spencer Creek Ventures Inc. (collectively the "Developer") for the sale of certain strata lots (the "Strata Lots") in the first four phases of a seven phased development known as Magnolia Grove ("Magnolia Grove" or the "Development") to be constructed on certain lands and premises located at 10525 – 240th Street, Maple Ridge, British Columbia.

Disclosure Statement dated April 20, 2016

Development & MAGNOLIA GROVE

Address: 10525 - 240th Street, Maple Ridge, BC (the "Development")

Developer(s): Homesite Developments (Zeron) Inc. &

Spencer Creek Ventures Inc.

Mailing Address C/O Fleming Olson Taneda & MacDougall

And Address for Barristers & Solicitors Service: 4038 – 200B Street

Langley, BC V3A 1N9 (the "Developer")

Agents of Developer: The Developer has a business relationship with a real estate brokerage

company, **Re/Max Lifestyles Realty**, with a place of business located at 22308 Dewdney Trunk Road, Maple Ridge, BC, V2X 3J2 to assist in marketing the Strata Lots. The agents of **Re/Max Lifestyles Realty** who will be involved in marketing of the Strata Lots are all licensed pursuant to the *Real Estate Services Act*. The Developer also reserves the right to utilize its own representatives to market the proposed Strata Lots. Agents of the Developer are not required to be licensed under the *Real Estate*

Services Act and shall not act on behalf of the Buyers.

(the "Developer's Brokerage")

DISCLAIMER

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

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

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

RIGHT OF RESCISSION

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

ADDITIONAL RIGHTS PURSUANT TO POLICY STATEMENT NUMBER 5

If the developer has obtained approval in principle, as described in paragraph 5 of the Policy Statement (5 issued by the Financial Institutions Commission), to construct or otherwise create the development units from the appropriate municipal or other government authority, the superintendent will permit a developer to begin marketing on complying with the following terms and conditions:

- (a) The estimated date, as disclosed in the disclosure statement, for the issuance of a building permit, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;
- (b) The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period. The developer must also either:
 - (i) prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or
 - (ii) upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the developer has decided not to proceed with the development;

- (c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following provisions:
 - (i) The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
 - (ii) If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
 - (iii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
 - (iv) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;

ADDITIONAL RIGHTS PURSUANT TO POLICY STATEMENT NUMBER 6

If the developer has not obtained a satisfactory financing commitment, the developer may market the development units, but only on complying with the following terms and conditions:

- (a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;
- (b) The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period. The developer must also either:
 - (i) prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment: or
 - (ii) upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the Developer has decided not to proceed with the development.

- (c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:
 - (v) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;
 - (vi) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and
 - (vii) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;

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1. The Developer

1.1 Incorporation Particulars of the Developer

The Developer is comprised of two companies, Spencer Creek Ventures Inc. (incorporated in British Columbia on May 16, 2008 pursuant to the laws of British Columbia incorporation number BC0825249) and Homesite Developments (Zeron) Inc. (incorporated in British Columbia on May 26, 2008 pursuant to the laws of British Columbia incorporation number BC0826042) who are collectively referred to as "Developer" of the development described in Section 2 below.

Spencer Creek Ventures Inc. is the registered and beneficial owner of the Property (as described below in paragraph 4.1). Homesite Developments (Zeron) Inc. is a joint venture that is comprised of the following stakeholders:

- a) Homesite Developments Inc. incorporated in British Columbia on October 6, 1993 (incorporation number 455690);
- b) 685291 B.C. Ltd. incorporated in British Columbia on January 16, 2004 (incorporation number 685291); and,
- c) Norjay Developments Ltd. incorporated in British Columbia on August 24, 1982 (incorporation number 254269).

1.2 Developer's Purpose and Assets

On June 6, 2008, Spencer Creek Ventures Inc. and Homesite Developments (Zeron) Inc. entered into a Servicing and Development Agreement for the purpose of developing the Strata Lots which will comprise the Development.

Information regarding the purpose and assets of each of these entities is as follows:

- a) Homesite Developments (Zeron) Inc. was formed specifically for the purpose of developing the strata lots and has no other assets other than its interest in the Development; and,
- b) Spencer Creek Ventures Inc. was formed specifically for the purpose of developing the Strata Lots and has no other assets other than its interest in the Property.

1.3 Developer's Registered and Records Office

The Developer's Registered and Records Office for both Spencer Creek Ventures Inc. and Homesite Developments (Zeron) Inc. is:

Fleming Olson Taneda & MacDougall 4038 - 200B Street, Langley, BC V3A 1N9

1.4 Directors

The sole director of Spencer Creek Ventures Inc. is Mr. Keith Muir. The sole director of Homesite Developments (Zeron) Inc. is Mr. Quinn Jeannotte. The directors required to sign this disclosure statement are Mr. Keith Muir and Mr. Quinn Jeannotte.

1.5 Background and Developer's Experience

The table below indicates who the Developers and directors are and their development experience:

Company	Title	Experience
Spencer Creek Ventures Inc.	Corporate Developer	0 years
Homesite Developments (Zeron) Inc.	Corporate Developer	0 years
	Directors	
Spencer Creek Ventures Inc.	Mr. Keith Muir	6 years
Homesite Developments (Zeron) Inc.	Mr. Quinn Jeannotte	27 years
Homesite Developments Inc.	Mr. Quinn Jeannotte	27 years
685291 BC Ltd.	Mr. Quinn Jeannotte	27 years
Norjay Developments Ltd.	Mr. Raymond Jeannotte	25 years
Norjay Developments Ltd.	Mr. Harry Redmond	42 years

- (1) Homesite Developments (Zeron) Inc. has been incorporated specifically for Development in British Columbia. Homesite Developments (Zeron) Inc. is in the business of subdividing lands and constructing residential developments. This Development is the first development in which Homesite Developments (Zeron) Inc. has been the Developer. Mr. Quinn Jeannotte, the principal of Homesite Developments (Zeron) Inc. has previously been involved in the construction and development of residential properties.
- (2) Spencer Creek Ventures Inc. has been incorporated specifically for Land Ownership in British Columbia. Spencer Creek Ventures Inc. is in the business of holding lands for investment and development purposes. This Development is the first development in which Spencer Creek Ventures Inc. has been the Developer. This Development is not the first development in which Mr. Keith Muir has been principal of a development company like the Developer.
- (3) To the best of the Developer's knowledge, neither the Developer, any principal holder of the Developer or any director or officer of the Developer or principal holder, within the past ten (10) years before the date of the Developer's declaration attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

- (4) To the best of the Developer's knowledge, neither the Developer, any principal holder of the Developer or any director or officer of the Developer or principal holder, within the past five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (5) To the best of the Developer's knowledge, no director, officer, or principal holder of the Developer or any director or officer of the principal holder, within the past five (5) years before the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer, or principal holder of any other development, while that person was acting in that capacity,
 - (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administrating or dealing in mortgages of land, or to theft or fraud;
 - (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Existing or Potential Conflicts of Interest

There are no existing or potential conflicts of interest among the Developer, manager, any directors, officer and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the Development units in connection with the Developer which could reasonably be expected to affect the purchaser's purchase decision, except:

1. 685291 B.C. Ltd and also Homesite Developments Inc. have some investment in Spencer Brook Estates Ltd. a townhouse development that is located at 240th Street and 104th Avenue Maple Ridge BC..

2. General Description

2.1 General Description of the Development

This Disclosure Statement provides general information regarding the seven phase Development total of 52 strata lots (the "Strata Lots") and relates to the marketing of phases 1, 2, 3 and 4 only (total of 28 Strata Lots) within the Development.

Strata Lots 1 to 52 of the Development will be located at $10525 - 240^{th}$ Street Maple Ridge, BC. The current legal description of the lands on which the Development is situated is set out in section 4.1 of this Disclosure Statement.

The Developer has elected to proceed with phases 1, 2, 3 and 4 of the Development at this time. The Development will consist of 52 attached townhome Strata Lots constructed in two and three-storey wood frame buildings in phases 1 to 7 of the Development (each different phase of the Development is a "Phase"). The Owner Developer is not currently offering units for sale in Phases 5, 6 and 7.

A strata plan (the "Strata Plan") for the Development, showing the layout and the dimensions and location of the Strata Lots for Phases 1, 2, 3 and 4, is attached to this Disclosure Statement as Schedule A. The actual dimensions and location of the Strata Lots in Phase 1 and 2 as constructed may vary slightly from what is depicted on the Strata Plan for these phases. As a consequence of any variations, the suite and strata lot numbers assigned to any of the Strata Lots and the Unit Entitlement (as defined in Section 3.1) figures and Monthly Assessments (as defined in Section 3.8) in respect of any of the Strata Lots may be adjusted.

This Disclosure Statement applies to the 28 Strata Lots in Phases 1, 2, 3 and 4 (combined) of the Development.

The final strata plans for phases 1 through 7 will be deposited at the Land Title Office upon substantial completion of each phase.

Phase No.	No. of	No. of	Type of	No. of	Type of
	Units	Buildings	Building	Storeys	Residence
1	6	1	Wood Frame	3	Townhome
2	10	2	Wood Frame	2 & 3	Townhome
3	6	1	Wood Frame	3	Townhome
4	6	1	Wood Frame	3	Townhome
5	6	1	Wood Frame	3	Townhome
6	6	1	Wood Frame	3	Townhome
7	12	2	Wood Frame	3	Townhome
Total:	52				

2.2 Permitted Use

The zoning applicable to the Development is RM-1, which permits multi-family residential uses and permits the Development use. No Strata Lot may be used for commercial use and only residential purposes within RM-1 are permitted.

For further information and details about the zoning and permissible uses, contact the City of Maple Ridge Building Department telephone number 604 463-5221 and located at civic address 11995-Haney Place Maple Ridge BC V2X 6A9.

There are no building restrictions other than as specified in the applicable zoning bylaws, development permits, building permits, development agreements and existing and proposed encumbrances and covenants set out in Sections 4.3 and 4.4.

There are occupancy restrictions with respect to the Development other than as or may be specified in the existing and proposed covenants in favor of the City registered or to be registered against title to the Lands, the Strata Lots and /or the Common Property as more particularly described in Section 4 of this Disclosure Statement and in the applicable authorities and City of Maple Ridge bylaws as well as the restrictions stated in the strata bylaws allowing up to a single family residential use with a maximum number of seven (7) residents per Strata Lot.

The Developer has not entered into a development agreement or land use contract with any public authority with respect to the Development other than the existing and proposed covenants in favor of the City of Maple Ridge registered or to be registered against the title to the Lands as are more particularly described in Section 4 of this Disclosure Statement.

2.3 Phasing

The Development is a phased strata development. A phased strata development is one that is completed in parts (phases) and all completed parts become one Strata Corporation upon the registration of the strata plan for each successive phase. The final strata plans for each phase of the Development are each a "Strata Plan". The Developer currently intends for the Development to consist of 7 phases containing 52 Strata Lots.

In order to construct the Development in phases, the Developer required approval from the Approving Officer (the "Approving Officer") of the City of Maple Ridge ("Maple Ridge"). A signed copy of the Form P, Phased Strata Plan Declaration (the "Form P") approving the phasing for the Development is attached as Schedule B. The approved Form P will be registered at the Lower Mainland Land Title Office (the "Land Title Office") concurrently with the Phase 1 Strata Plan.

The Form P describes important aspects of the Development including the location, area and the estimated/approximate dates of the commencement and completion of the construction of each phase of the Development. The Form P only estimates a construction completion date, for an accurate Possession date refer to Section 5 of the Contract. The Strata Plan for each phase must agree with the approved Form P, any changes to the Form P will require the approval of the Approving Officer in connection with the phasing of the Development as set out in the Form P, upon compliance with the provisions of the Strata Property Act (British Columbia) (The "Strata Property Act")

The Development will contain an outdoor amenity area in Phase 2 consisting of, among other things a children's play area and benches. The Developer has posted a cash bond with Maple Ridge to ensure that satisfactory completion of the outdoor amenity area in Phase 2 is substantially completed.

The Developer is currently marketing Phases 1, 2, 3 and 4 of the Development only. Buyers are cautioned that the Developer is entitled not to proceed with subsequent phases and that the Developer has **only elected to proceed with Phases 1, 2, 3 and 4 at this time**. The phasing has been approved by the City of Maple Ridge Approving Officer, see Schedule B "Form P Phased Strata Plan Declaration".

3. Strata Information

3.1 Unit Entitlement

The entitlement ("Unit Entitlement") of each Strata Lot is a figure indicating its share in the Common Property (as defined in section 3.3) and assets of the Development and is used to determine each Strata Lot owner's contribution to common expenses.

The Unit Entitlement (share of expenses) of each Strata Lot is a whole number that is the same for all of the Strata Lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*. The proposed Unit Entitlements for the Strata Lots in Phases 1, 2, 3 and 4 in Form V under the Strata Property Act, are attached to this Disclosure Statement as Schedule C. The Form V for the Strata Lots in Phases 1, 2, 3 and 4 will be filed at the Land Title Office concurrently with the Strata Plan for these phases.

3.2 Voting Rights

The voting rights refer to the number of votes allocated to each Strata Lot. The owners of the Strata Lots created by each phase of the Development will be members of a single Strata Corporation and each Strata Lot will be allocated one (1) vote.

3.3 Common Property and Common Facilities

a.) Common Property

Each Strata Lot owner, in addition to his or her own Strata Lot, will own an undivided share of the Common Property, as Tenants in Common, of the Development based on the Unit Entitlement of the Strata Lot. The Common Property within the Development will include, but is not limited to, the exterior of the buildings, walking paths, roads, landscaped areas and visitor parking (collectively, the "Common Property").

b.) Common Facilities

The outdoor amenity area is a Common Property facility in the Development and the Strata Corporation may restrict the use for reasons it sees fit. There may be driveway lighting, walkway lighting, driveway marker lighting or other landscape lighting that shall be considered to be Common Property in the Development. The Developer has posted cash security with the City of Maple Ridge to ensure satisfactory substantial completion of the Outdoor Amenity Area in Phase 2.

The costs of operating and maintaining the Common Property and Common Facilities will be shared by the owners of the Strata Lots equally (on the basis of the Unit Entitlement see Form V in Schedule C attached) and included in the Strata Lots monthly assessments, see Schedule E. The costs expected to be incurred by the owners of the Strata Lots during the initial operating period are included in the interim budget(s) of the Strata Corporation attached hereto as Schedule E. The initial monthly fees for phase 1 Strata Lots will be equal to or less than \$250.00 per unit per month.

3.4 Limited Common Property

Limited Common Property ("Limited Common Property") is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners. The Developer will designate the areas shown as patios, decks, yards, and driveways on the Preliminary Strata Plans as Limited Common Property for the appurtenant Strata Lots when filing the applicable Strata Plan in the Land Title Office.

The Developer reserves the right to expand any areas designated as Limited Common Property for the exclusive use of one of the Strata Lots or change any designation from Limited Common Property to Common Property, and vice versa if the Developer deems the change to be necessary. For greater certainty, the Developer reserves the right to designate additional areas within the Development as Limited Common Property for the exclusive use of certain Strata Lots as it considers appropriate as permitted by section 258 of the *Strata Property Act*.

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

The bylaws of the Strata Corporation (as described in Section 3.5) will provide that owners of the Strata Lots will be responsible for maintaining and repairing Limited Common Property which they use, other than the following items which are to be maintained and repaired by the Strata Corporation:

- (1) repair and maintenance that in the ordinary course of events occurs less than once a year; and,
- (2) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (a) the structure and exterior of a building;
 - (c) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building or that front on the Common Property;
 - (e) fences, railings and similar structures that enclose decks, patios, balconies and yards;
 - (f) driveways.

Common expenses of the Strata Corporation that relate to repairing and maintaining Limited Common Property will be allocated only to those Strata Lots entitled to use that Limited Common Property, and will be shared among such Strata Lots on the basis of their relative Unit Entitlement (as defined Form V of Schedule C attached). Any special levy, however, which relates to Limited Common Property will be paid for by the owners of all Strata Lots in the Development in proportion to the relative Unit Entitlement of the Strata Lots.

3.5 Bylaws

Strata Corporations have bylaws that govern certain affairs of owners and strata developments. Bylaws are provided for control, management, administration, use and enjoyment of the Strata Lots, Limited Common Property and the Common Property. Section 120 of the *Strata Property Act* permits the Development to have amended bylaws. The initial amended bylaws for the Development will be those attached as Schedule D and Titled "Form Y Notice of Different Bylaws". It is important that Buyers read and agree to all bylaws prior to submitting an offer to purchase Property.

There are occupancy restrictions with respect to the Development other than as or may be specified in the existing and proposed covenants in favor of the City registered or to be registered against title to the Lands, the Strata Lots and /or the Common Property as more particularly described in Section 4 of this Disclosure Statement and in the applicable authorities and City of Maple Ridge bylaws as well as the restrictions stated in the strata bylaws allowing up to a single family residential use with a maximum number of seven (7) residents per Strata Lot.

3.6 Parking

Each Strata Lot includes an adjoining double car garage that is covered and has a garage door. Strata Lot owners will not be permitted to park on internal roads or in visitor parking stalls. Areas designated by the architect and shown on the architectural plans as being depicted with a dashed line are areas that are dedicated for garage use only and are not to be developed for purposes other than parking of vehicles. If Unfinished Floor Area exists beyond the designated garage areas then owners are allowed to develop the additional space into a use they desire provided the use complies with the strata bylaws, the strata has granted permission to do so and the alteration complies with all authorities' regulations.

The Developer will also include additional parking stalls for visitors (the "Visitor Stalls") as Common Property for the use of visitors to the Strata Lots. The Visitor Stalls will be completed on a phase by phase basis. As such, not all of the Visitor Stalls will be available upon completion of Phases 1, 2, 3 or 4. The Visitor Stalls are not intended for the parking of typical vehicles by residents of the Development nor for parking work or utility trailers or other property or equipment of Strata Lot owner.

Each Strata Lot has a double wide driveway that is of limited depth and width and is Limited Common Property, the Strata Corporation Bylaws regulate what is parked or placed upon this location, how a vehicle is parked and what is considered visually acceptable. The Strata Corporation may, without reason, cast a majority vote and decide that a particular item and/or vehicle is not permitted to park on the Limited Common Property of the Strata Lot.

During construction of later phases workers may require use of the visitor parking spaces to complete their work in an efficient and timely manner; the Strata Corporation shall not obstruct any work vehicle from parking or passing through to complete their work. Work vehicles and vehicles operated by the Developer or

Developer's agents have extended privileges to use visitor parking stalls and the internal roads beyond the limits set by the Strata Corporation Bylaws.

Until such time as all units have sold, the marketing and sales teams may require temporary use of roadways, visitor parking spaces and other Common Property to set up displays, erect temporary fencing, signage, flags and potted shrubs to assist the sales display show suites. The Strata Corporation shall not obstruct or interfere with any activities and shall jointly assist the sales and marketing team and any other agent of the Developer.

3.7 Furnishings and Equipment

Each Strata Lot will be equipped with a garage door opening system, an exhaust fan located above the range location and an electric fireplace. As part of the purchase the Buyer may or may not have included other appliances, countertop appliances, flat screen television, built-in vacuum, residential lift elevator, free standing bathtub or furnishings included into the purchase price and the Contract. All warranties provided by third parties are provided independent of the Strata Lot and shall not merge with the new home warranty provided by National Home Warranty.

3.8 Budget

(a) Interim Budget

The interim budgets of estimated operating expenses for the Strata Corporation will be in effect during those time periods when they appropriately reflect the phases they identify. Phase 1 Interim Operating Budget represents an estimated monthly assessment for that period of time prior to Phase 2, 3 & 4. The Phase 1 & 2 Interim Operating Budget represents an estimated monthly assessment prior to Phases 3 & 4. Phase 1, 2 & 3 Interim Operating Budget represents an estimated monthly assessment for each of the Strata Lots prior to Phase 4, etc.. All phases Interim Operating Budget represents an estimated monthly assessment for that period of time immediately after Phase 7 has formed part of the Strata Corporation. Attached as Schedule E to this disclosure statement is a copy of each of the budgets described in the foregoing.

The estimated monthly assessment for each Strata Lot is based on the proposed Schedule of Unit Entitlement of the Strata Lots. The Total Unit Entitlement of all Strata Lots combined is 52, each Strata Lot will pay the same amount, one share of the fifty-two total shares (1/52) each time an amount is assessed by the Strata Corporation. During the interim period each Strata Lot will be assessed an amount equal to or less than \$250.00 each month and upon Phase 7 forming part of the Strata Corporation each Strata Lot will be assessed approximately \$210.00 each month provided the Strata Corporation does not approve an annual budget that differs.

The interim budget will change if the Strata Corporation approves an annual budget that differs from the interim budget included in this Disclosure Statement. The annual budget approved by the Strata Corporation will also be based on the prevailing figures at the time that the

budget is approved. Such figures may be higher than the figures set forth in the interim budget, including figures for items such as insurance premiums and taxes which are beyond the Developer's control that may result in increases to the monthly strata fees.

At the first annual general meeting of the Strata Corporation and each annual general meeting thereafter, the Strata Corporation will approve a new annual budget of the Strata Corporation for the following 12 month period. The monthly assessments for each such 12 month period will be calculated based on the approved budget and actual Unit Entitlement for each Strata Lot.

(b) Contingency Reserve Fund

Pursuant to Section 12 of the *Strata Property Act*, the Developer will make contribution to the contingency reserve fund, at the time of the first conveyance of a Strata Lot to a purchaser, in an amount equal to five percent (5%) (as shown in the interim operating budget attached as Schedule E) of the estimated interim budget.

A contingency reserve fund is established to pay for common area expenses that usually occur less often than once a year or that do not usually occur. The interim budget will also include a contingency reserve fund of 10%, which the Strata Lot owners will contribute to the Strata Corporation monthly by means of strata fees. The five percent (5%) initial one-time contribution by the Developer to establish the fund is in addition to the 10% paid by the Strata Lot owners.

(c) Utility and Other Expenses

The following utilities and expenses will be paid by the Strata Corporation and the cost/assessment thereof will be divided equally to the owners of the Strata Lots:

- i. utilities supplied to the Common Property (including Limited Common Property and those included in Section 3.3);
- ii. water and sewer supplied to the Strata Lots;
- iii. garbage collection, recycling and compaction; such other services including landscaping services, that the Strata Corporation may from time to time provide;
- iv. repair, maintenance and janitorial services for Common Property and common facilities including mechanical systems; and,
- v. other expenses described in the estimated budget attached as Schedule E.

All other utilities will be separately metered or assessed to each Strata Lot and will be the responsibility of each Strata Lot owner.

(d) Property Taxes and Municipal Services

Each Strata Lot owner will be responsible for real property taxes for their Strata Lot from the date of closing. Property taxes are levied by and payable to the City of Maple Ridge.

(e) Fines for NOT holding First Annual General Meeting Within Time

The Developer will hold the first annual general meeting of the Strata Corporation within six (6) weeks of the earlier of:

- (i) the date by which fifty percent (50%) plus one (1) of the Strata Lots have been conveyed to purchasers; and,
- (ii) the date that is nine (9) months after the first conveyance of a Strata Lot to a purchaser.

If the first annual general meeting is not held within such time period, the Developer is required, pursuant to Section 16 of the *Strata Property Act*, British Columbia, to pay a fine to the Strata Corporation in the amount of One Thousand Dollars (\$1,000.00) for any delay of up to thirty (30) days from the date upon which the first annual general meeting was to be held and a further One Thousand Dollars (\$1,000.00) for each additional delay of seven (7) days.

3.9 Utilities and Services

The Development will be serviced by a water system, electricity, sanitary sewers and storm sewers, road access, telephone and cablevision. The Development will be connected to fiber optic connection. The Development will not be connected to Natural Gas. The wires, cables and other equipment for the provision of telephone, cablevision and certain other future communication services will be owned by the supplier of such services and such wires, cables and other equipment will not form part of the Common Property. The Purchaser and/or the Strata Corporation will be responsible for payment of hook-up and other charges payable to the utility supplier.

The Developer has not entered into any contract with respect to the provision of utility services to the Development other than the existing and proposed encumbrances and covenants set out in Section 4.3 and 4.4 to this Disclosure Statement. The Developer may enter into or cause the Strata Corporation, or another entity to enter into agreements, covenants easements and/or statutory rights of way with the City and/or in favor of the City, public utilities or other entities (which entities may be related to the Developer) with respect to the provision of utilities, including, without limitation, the provision of communication services to the Development.

3.10 Strata Management Contracts

The Developer intends to cause the Strata Corporation to enter into a management agreement with Re/Max Commercial Realty (the "Manager"), a certified property management company not affiliated with the Developer, to manage the Strata Corporation. Pursuant to the *Strata Property Act*, such management agreement may be terminated with three months notice:

- (i) by the Strata Corporation if the cancellation is approved by a ³/₄ vote at a meeting of the Strata Corporation; and,
- (ii) by the Manager (meaning the strata property manager).

The anticipated management fees are included in the interim budget for the Strata Corporation.

3.11 Insurance

The Strata Property Manager will, upon registration of the Strata Plan for Phase 1, arrange insurance coverage, in the name of the strata corporation, as required under the *Strata Property Act* for:

- (a) full replacement insurance on the Common Property, common assets, buildings and fixtures built or installed on the Strata Lots by the Developer as part of the original construction, including floor and wall coverings and electrical and plumbing fixtures, but excluding, if they can be removed without damage to the building, refrigerators, stoves dishwashers, microwaves, clothes washers and dryers or other similar items; and,
- (b) commercial general liability insurance for property damage and bodily injury in an amount not less than two million dollars (\$2,000,000.00).

The insurance obtained by the Strata Corporation must include coverage against major perils which are defined as "fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.

As the Developer completes each phase of the Development, the aggregate amount of coverage on behalf of the Strata Corporation will be increased. Purchasers of individual Strata Lots may obtain a certificate of insurance upon request and proof of payment of the applicable fees.

Each purchaser will be responsible for insuring personal property (contents) of their Strata Lot and taking out personal liability insurance in respect of their Strata Lot when the transfer of the Strata Lot from the Developer is completed.

The Developer may recover a portion of the first year's insurance premiums from the Strata Lot purchasers by way of an adjustment at the time of closing, proportioned to the days that remain on the policy.

3.12 Rental Disclosure Statement

Under section 139 of the *Strata Property Act* (British Columbia), the Developer must disclose to any purchaser the intention to lease any unsold Strata Lots in order to preserve the Developer's right and the right of subsequent purchasers of each Strata Lot to lease the Strata Lots in the future. The Developer has filed a rental disclosure statement under the Strata Property Act (British Columbia) with

the Superintendent of Real Estate, a copy of which is attached as Schedule F, on May 1, 2015 which indicates:

- (a) The Developer does not currently intend to rent or lease any of the Strata Lots, but it reserves its right and the rights of subsequent purchasers of each Strata Lot to do so until May 1, 2114; and,
- (b) there is no bylaw of the Strata Corporation that restricts the rental of the strata lots.

3.13 Depreciation Report

Section 94 of the *Strata Property Act* requires a Strata Corporation to obtain a report (the "Depreciation Report") from a qualified person estimating the repair and replacement cost and expected life for those items that comprise the Common Property, the common assets and those parts of a Strata Lot or Limited Common Property that the Strata Corporation is responsible to maintain or repair including, but not limited to:

- (a) the building structures;
- (b) the building exterior;
- (c) the building systems;
- (d) common amenities and facilities;
- (e) parking facilities and roadways;
- (f) utilities;
- (g) landscaping; and,
- (h) balconies and patios.

The Developer intends to pass a resolution waiving the Depreciation Report in accordance with the *Strata Property Act*. Eighteen (18) months after the date of that resolution the Strata Corporation will have the right to reconsider obtaining a Depreciation Report.

3.14 First Annual General Meeting

The Developer will cause the Strata Corporation to hold the first annual general meeting according to the regulations set forth within Section 16 of the *Strata Property Act*.

4. <u>Title and Legal Matters</u>

4.1 Legal/Civil Description of the Lands (prior to registration of the Final Strata Plan)

The Strata Lots within the Development will be located upon a parcel of land (the "Lands") legally described as:

PID: 029-448-760

Lot 1 District Lots 406 and 408 Group 1 NWD Plan EPP45286; and civically described as 10525-240th Street Maple Ridge British Columbia (the "Lands").

4.2 Ownership

Spencer Creek Ventures Inc., is the registered and beneficial owner of the Lands.

4.3 Existing Encumbrances and Legal Notations

The following legal notations and encumbrances are registered against title to the Lands and, unless otherwise indicated, will remain registered against title to the Strata Lots and/or the Limited Common Property and/or Common Property.

Legal Notations:

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE CA4185811; this charge relates to the City of Maple Ridge issuing a Development Permit that "...is required for the southern portion of the subject properties, where one of the tributaries to Spencer Creek is located. A Natural Features Development Permit is required for the steep slopes located on the north-western property lines...";

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE CA4185829; this charge relates to the City of Maple Ridge issuing a Development Variance Permit that allows "...to reduce the front, rear, and interior yard setbacks, increase the maximum building height, and increase the maximum retaining wall height; and,

THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 26 OF THE LOCAL GOVERNMENT ACT, SEE CA4185830; this charge relates to the City of Maple Ridge issuing a Development Permit with the following text "...As the development proposal complies with the Multi-Family Development Permit Area Guidelines of the OCP for form and character, it is recommended that 2011-019-DP be given favourable consideration...".

Legal Encumbrances:

- (a) Various legal Charges and Interests that relate to funding the Developer and the Development with capital by RES Capital Corporation; these charges (CA809627, CA4029746, CA4058661, CA4058663, CA4058667, CA4058670, CA4058673, CA4058675, CA4731127, CA4731128, CA4731750, CA4731751) will all be pending discharge at the time of completion;
- (b) Various legal Charges and Interests that relate to funding the Developer and the Development with capital by Westminster Savings Credit Union; these charges (CA809627, CA4029746, CA4058661, CA4058663, CA4058667, CA4058670, CA4058673, CA4058675, CA4731127, CA4731128, CA4731750, CA4731751) will all be pending discharge at the time of completion;
- (c) Covenant CA4058660 in favour of the City of Maple Ridge; this charge states "... We confirm that the property may be used safely for the use intended ...";

- (d) Covenant CA4058662 in favour of the City of Maple Ridge; this charge relates to the Re-Zoning Servicing Report that allows the zoning to change to RM-1 zoning which permits the townhouse use proposed;
- (e) Covenant CA4058666 in favour of the City of Maple Ridge; this charge relates to the Preservation of Visitor Parking stalls within the development;
- (f) Covenant CA4058669 in favour of the City of Maple Ridge; this charge relates to the Protection of Steep Slopes located upon the Lands on the Westside of the Lands;
- (g) Covenant CA4058672 in favour of the City of Maple Ridge; this charge relates to the protection of certain trees upon the Lands; and,
- (h) Covenant CA4058674 in favour of the City of Maple Ridge; this charge relates to the Storm Water Management Plan that requires regular periodic inspections and may require maintenance over time.

4.4 Proposed encumbrances to be registered against the Lands

The following additional encumbrances may be registered by the Developer against the title to the Lands, the Strata Lots and the Limited Common Property and/or Common Property;

- (a) the Developer may file a legal notation against the Lands in the form of a Form P Phased Strata Plan Declaration as attached to this Disclosure Statement as Schedule B;
- (b) the Developer may grant or may cause the Strata Corporation to grant to the City of Maple Ridge, public utilities, governmental authorities and/or other entities such further easements, rights-of-ways, covenants or other encumbrances, modification agreements and/or priority agreements as may be necessary or desirable to proceed with the development of the Lands as deemed desirable by the Developer;
- (c) the Developer may file a Phased Strata Reciprocal Access Agreement (see attached sample Schedule I; and,
- (d) the Developer may file a legal notation against the Lands in the form of a covenant and/or easement that permits the Developer to erect signage upon the common property or to attach signage to park/plaza benches that may be used to advertise the Developer's products or any other third party products or services that are permissible by all authorities.

4.5 Outstanding or Contingent Litigation or Liabilities

The Developer is unaware of any outstanding or contingent litigation or liabilities affecting the Development or the Developer.

4.6 Environmental Matters

A portion of the Lands are registered on the Sites Registry due to previous concerns when the Lands were owned by a previous owner. The portion of the Lands were subject to complete investigation to ensure the Lands were suitable for the proposed use prior to the development application and approvals granted by the City of Maple Ridge and the other levels of government. At no time were any contaminates or hazard wastes ever discovered and the provincial ministry issued a Final Determination that the Lands were suitable for residential use on May 5, 2008 Site ID 10162 The Developer is not aware of any other material facts relating to flooding, the condition of soil or other environmental matters which may affect the Lands.

5. Construction and Warranties

5.1 Construction Dates

Construction of Phases 1 and 2 has already commenced as of the date of this disclosure statement filing. The construction commencement dates and completion dates for Phases 1, 2, 3, 4, 5, 6 & 7 are estimated to be as follows:

Phase 1

Actual Commencement date - September 2015 Estimated Completion date - August to October 2016

Phase 2

Actual Commencement date – September 2015 Estimated Completion date – August to October 2016

Phase 3

Estimated Commencement date – April to June 2016 Estimated Completion date – November to January 2017

Phase 4

Estimated Commencement date – April to June 2016 Estimated Completion date – November to January 2017

Phase 5

Estimated Commencement date – August to October 2016 Estimated Completion date – March to May 2017 Phase 6
Estimated Commencement date – August to October 2016
Estimated Completion date – March to May 2017

Phase 7
Estimated Commencement date – March to May 2017
Estimated Completion date – March to May 2018

These dates are estimated only and may vary based on construction factors or market conditions, and are subject to the provisions of the Contract of Purchase and Sale for the Strata Lots and the dates for commencement and completion set out on the Form P attached as Schedule B. The Contract provides for a three (3) month extension to meet the terms and conditions of the contract if the Developer deems the extension to be necessary.

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

5.2 Warranties

Pursuant to the requirements of the *Homeowner Protection Act* of British Columbia, all Strata Lots in the Development will be covered by a limited warranty that at least meets or exceeds the requirements set by the authorities. The warranty provider is National Home Warranty, conditional approval was granted on August 26, 2015 under Builder name of Spencer Creek Ventures Inc. Builder Identification NHWBL524. A copy of the warranty information will be provided, upon request, prior to the buyer entering into an unconditional Contract to purchase Property. A copy of the National Home Warranty brochure is attached to this disclosure statement as Schedule J.

There are no warranties provided by the Developer with respect to the equipment included in the Strata Lots other than the standard warranty provided by the manufacturers. Any manufacturers' warranties in respect of equipment installed in the Strata Lots will be passed on to the Purchasers where permitted under the terms of the manufacturers' warranties.

5.3 Previously Occupied Building

All construction in the Development is new. No existing structures are being used or converted for residential or commercial offerings under this Disclosure Statement. The Strata Lots, Limited Common Property and Common Property have not been previously occupied.

6. **Approvals and Finances**

6.1 Development Approvals

The Development approvals in place at this time are attached as Schedule H Development Approvals and no other approvals have been granted.

ADDITIONAL RIGHTS PURSUANT TO POLICY STATEMENT NUMBER 5

If the developer has obtained approval in principle, as described in paragraph 5 of the Policy Statement (5 issued by the Financial Institutions Commission), to construct or otherwise create the development units from the appropriate municipal or other government authority, the superintendent will permit a developer to begin marketing on complying with the following terms and conditions:

- (a) The estimated date, as disclosed in the disclosure statement, for the issuance of a building permit, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;
- (b) The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period. The developer must also either:
 - (i) prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or
 - (ii) upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the developer has decided not to proceed with the development;

- (c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following provisions:
 - (i) The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
 - (ii) If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit:
 - (iii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
 - (iv) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;

6.2 Construction Financing

The Developer has a commitment from a lender to advance an amount of funds that both the Developer and the lender deem to be adequate to complete the construction of phases one (1) and two (2). The Developer has not yet arranged construction financing to commence construction of any further phases of the Development.

ADDITIONAL RIGHTS PURSUANT TO POLICY STATEMENT NUMBER 6

If the developer has not obtained a satisfactory financing commitment, the developer may market the development units, but only on complying with the following terms and conditions:

- (a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;
- (b) The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period. The developer must also either:
 - (i) prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or
 - (ii) upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the Developer has decided not to proceed with the development.

- (c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:
 - (v) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;
 - (vi) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and
 - (vii) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;

7. Miscellaneous

7.1 Deposits

A deposit of money shall be paid within 48 hours of final subject removal by way of a bank draft or certified cheque to the party indicated in section 2 of the mutually accepted Contract. All monies paid will be applied toward the purchase price of the Property at the time the sale completes.

In any such case, if the sale does not complete due to the Buyer not being able to meet the terms and conditions in the Contract, the Developer/Seller may at the Developer/Seller's option, terminate the Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Developer/Seller on account of damages, without prejudice to the Developer/Seller's other remedies.

If the Buyer is ready willing and able to complete and has met the terms and conditions in the Contract and the Developer/Seller cannot deliver the Property as described in the Contract, the amount paid by the Buyer will be refunded to the Buyer and the Buyer shall not have any further recourse against the Developer/Seller.

Except as otherwise provided in this section 7.1, where required under the *Real Estate Development Act*, all deposits and other monies received from a purchaser of a Strata Lot will be held by the Developer's Brokerage, in trust in the manner required by the *Real Estate Development Marketing Act* until such time as:

- a) the applicable Strata Plan is deposited in the Land Title Office;
- b) the approvals required for the lawful occupation of the Strata Lot have been obtained; and,
- c) an instrument evidencing the interest of the purchase in the Strata Lot has been filed for registration in the Land Title Office.

7.2 Purchase Agreement

(1) Form of Contract

A copy of the form of Contract of Purchase and Sale (the "Contract") that the Developer intends to use for the Strata Lots located in Phases 1, 2, 3 and 4 is attached as Schedule G. The Contract contains many conditions and legal terms. The Developer/Seller **urges all parties** considering the purchase of a Strata Lot to **seek independent accounting, legal and tax advice from a qualified individual before entering into a Contract** with the Developer/Seller. The Developer reserves the right to modify terms of the Contract to tailor each sale to that Buyer.

(2) Termination

Sections 2, 3 and 12 of the Contract of Purchase and Sale set out the provisions for terminating the Contract, in section 2 the Developer may terminate the Contract for failure by the Purchaser to pay the required deposit. In section 3, the Contract will be terminated if any subject conditions are not waived or declared fulfilled within the agreed times. In section 12 the Developer may terminate the Contract for failure by the Purchaser to pay the purchase price on the Completion Date.

(3) Extensions

The Contract provides for the Completion, Possession and Adjustment dates to be extended, by written notice from the Developer, up to 60 days not including weekends or statutory holidays if deemed necessary by the Developer.

(4) Assignment

The Contract of Purchase and Sale does not provide for any assignment of an interest in the Strata Lot unless express permission to do so is granted by the Developer/Seller.

(5) Resale of the Strata Lot

The Contract of Purchase and Sale does not provide for the Strata Lot to be advertised, marketed or resold for a period of 24 months after the date of Possession identified in Section 5 of the Contract.

7.3 Developers' Commitments

There are no commitments made by the Developer that are to be met after the completion of the sale of the Strata Lot.

7.4 Other Material Facts

(a) Section 69 Strata Property Act

Under Section 69 of the *Strata Property Act*, Strata Lots receive the burden and benefit of implied easements for support and for utility services.

(b) Occupancy

Occupancy of the strata lot requires a provisional occupancy permit (the "Occupancy Permit") be issued by Maple Ridge. If Maple Ridge has not issued the Occupancy Permit by the Completion Date, the purchase and sale agreement allows the Developer to extend the Completion, Possession and Adjustment dates up to sixty (60) days not including weekends or statutory holidays if deemed necessary by the Developer/Seller by delivering written notice to the Buyer or the Buyer's Broker that the Developer/Seller is exercising their right to adjust the dates and stating the

new Completion, Possession and Adjustment dates and may further extend the Completion, Possession and Adjustment dates any amount the Contract provides for due to unforeseen circumstances that occur beyond the Developer's control.

(c) Property Taxes

In addition to the monthly maintenance fees payable to the strata corporation purchasers of each strata lot will be required to pay property taxes (levied by and payable to Maple Ridge) with respect to their strata lot.

(d) Continuing Sales and Marketing Program and Construction and Deficiency Repair Access

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 the Development, marketing and sales activities within Strata Lots and on Common Property, including, without limitation, reserving the Magnolia Grove visitor parking stalls exclusively for the sales and marketing team's use, and conducting sales presentations within various Strata Lots owned or leased by the Developer in the Development, including maintaining display suites, sales areas, and a sales office. The Developer also intends to place signage and temporary fencing on the Common Property and in other areas of the Development as part of its marketing and sales activities for such period of time as the Developer determines to be necessary or desirable.

The Developer will also have the right to unimpeded access to the Common Property of the Development for the purpose of completing construction of the Development and carrying out any remedial and deficiency repairs with respect to any Strata Lots or the Common Property of the Development.

The Developer will act reasonably in exercising their rights contemplated in this Section 7.4 (d).

(e) Other Contracts Affecting the Development

The Developer may enter into, or cause the Strata Corporation to enter into or assume:

- (i) contracts for the following services affecting the Development, including without limitation, window cleaning, landscaping maintenance, snow removal, fire prevention/hydrant maintenance, mechanical and irrigation systems maintenance, and a community mail box with Canada Post;
- (ii) certain registered encumbrances relating to the Common Property and equipment located thereon as deemed necessary or appropriate by the Developer;

- (iii) a contract which requires the Strata Corporation to maintain all of the landscaping and outdoor amenity area features provided by the Developer to the Development; and,
- (iv) a contract with a licensed property management company/property manager to manage the affairs of the Strata Corporation; and,
- (v) a contract with a third party for the sale of advertising space that permits signage(s) displaying a message to be visible from the public roadway.

(f) Ongoing Development

Prospective purchasers should be aware that construction of the Development will involve ongoing noise, dirt, dust, vibrations and activities normally associated with construction projects and agrees to allow and jointly assist in providing unimpeded access until such time the development is completed.

7.5 Documents to be Delivered to the Strata Corporation

Pursuant to Section 20(2) and 35 of the *Strata Property Act*, the Developer will provide the following documents to the Strata Corporation at the time of the first annual general meeting:

- (a) all plans that were required to obtain the building permit and any amendments to the building plans that were filed with the City in respect to the building permit;
- (b) any document in the Developer's possession that indicates the actual location of a pipe, wire, cable, chute or other facility for the passage or provision of systems or services;
- (c) all contracts entered into on behalf of the Strata Corporation;
- (d) all disclosure statements and amendments thereto filed under the *Real Estate Development Marketing Act* or Section 139 of the *Strata Property Act*;
- (e) a copy of the Final Strata Plan as registered in the Land Title Office;
- (f) the names and addresses of all contractors or subcontractors primarily responsible for the supply of labor or materials to each of the major components of the Development;
- (g) the names and addresses of all technical consultants, including the building envelope specialist, if any;
- (h) the name and address of any project manager;
- (i) all warranties, manuals, schematic drawings, operating instructions, service guides, manufacturer's documentation and other similar

information respecting the construction, installation, operation, maintenance, repair and servicing of any Common Property or common assets of the Strata Corporation, including any warranty information provided to the Developer by a person described in subsection 7.5(f);

- (j) the records required to be prepared and retained by the Strata Corporation under Section 35 of the *Strata Property Act*; and
- (k) an annual budget for the Strata Corporation for the twelve (12) month period beginning on the first day of the month following the date of the first annual general meeting.

DEEMED RELIANCE

Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of April 20, 2016. Developer:

Homesite Developments (Zeron) Inc. By its authorized signatory:			
Mr. Quinn Jeannotte Director			
AND			
Spencer Creek Ventures Inc. By its authorized signatory:			
Mr. Keith Muir Director			
Personally:			
Mr. Quinn Jeannotte			
Mr. Keith Muir			

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Section 22 of the Real Estate Development Marketing Act provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

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Director

AND

Spencer Creek Ventures Inc. By its authorized signatory:

Mr. Keith Muir Director

Personally;

Mr. Quinn Jeannotte

Mr. Keith Muir

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the Real Estate)
Development Marketing Act and the)
Disclosure Statement for strata lots to)
be created on those lands presently)
legally described as:)
<i>E</i> 3)
)
Parcel Identifier: 029-448-760)
Lot 1 District Lots 406 and)
408 Group 1 NWD Plan EPP45286)
-	
I, J.S. Allen Olson, Solicitor, a member of HEREBY CERTIFY that I have read over Statement dated April 20 th 2016 and have named, and that the facts contained in sect Statement are correct.	the above-noted described Disclosure reviewed the same with the Developer therein
DATED at the Township of Langley, in the April 2016.	ne Province of British Columbia, this 20 day of
J.S. Allen Olson	

SOLICITOR'S CERTIFICATE

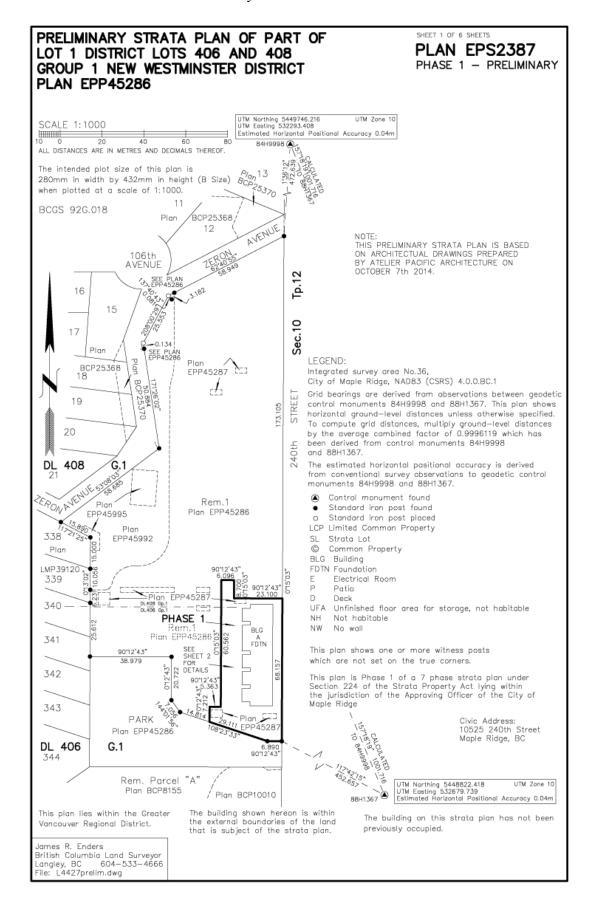
IN THE MATTER OF the Real Estate)
Development Marketing Act and the)
Disclosure Statement for strata lots to)
be created on those lands presently)
legally described as:)
2.8)
)
Parcel Identifier: 029-448-760)
Lot 1 District Lots 406 and)
408 Group I NWD Plan EPP45286)

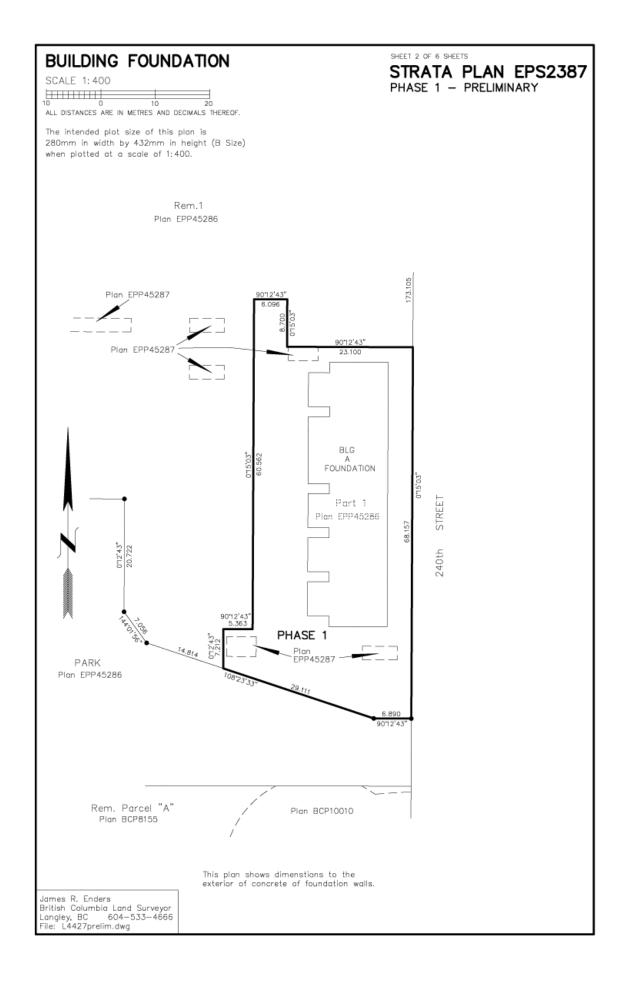
I, J.S. Allen Olson, Solicitor, a member of the Law Society of British Columbia, HEREBY CERTIFY that I have read over the above-noted described Disclosure Statement dated April 20th 2016 and have reviewed the same with the Developer therein named, and that the facts contained in sections 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

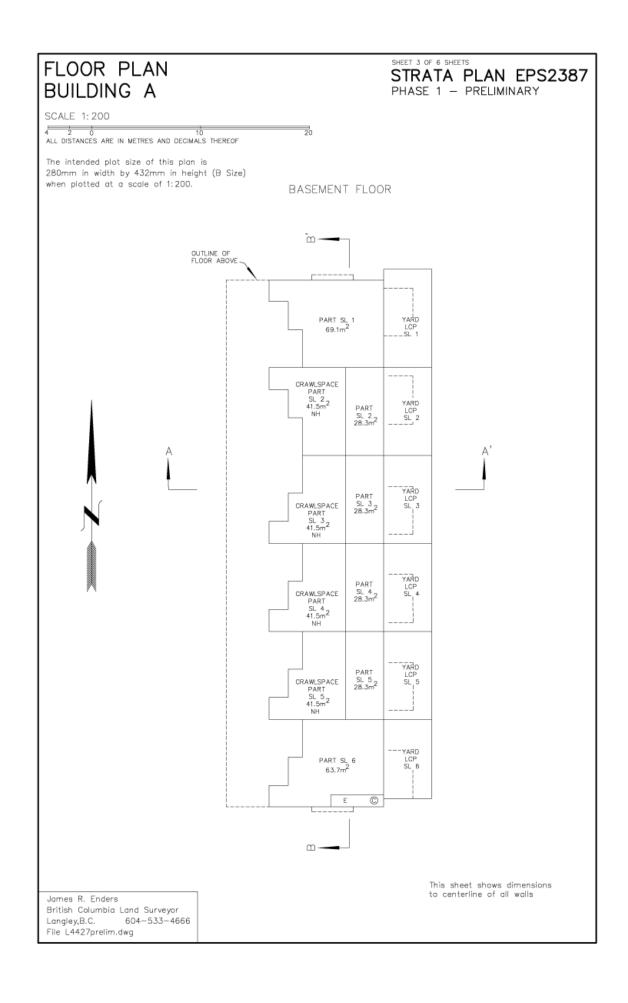
DATED at the Township of Langley, in the Province of British Columbia, this 20 day of April 2016.

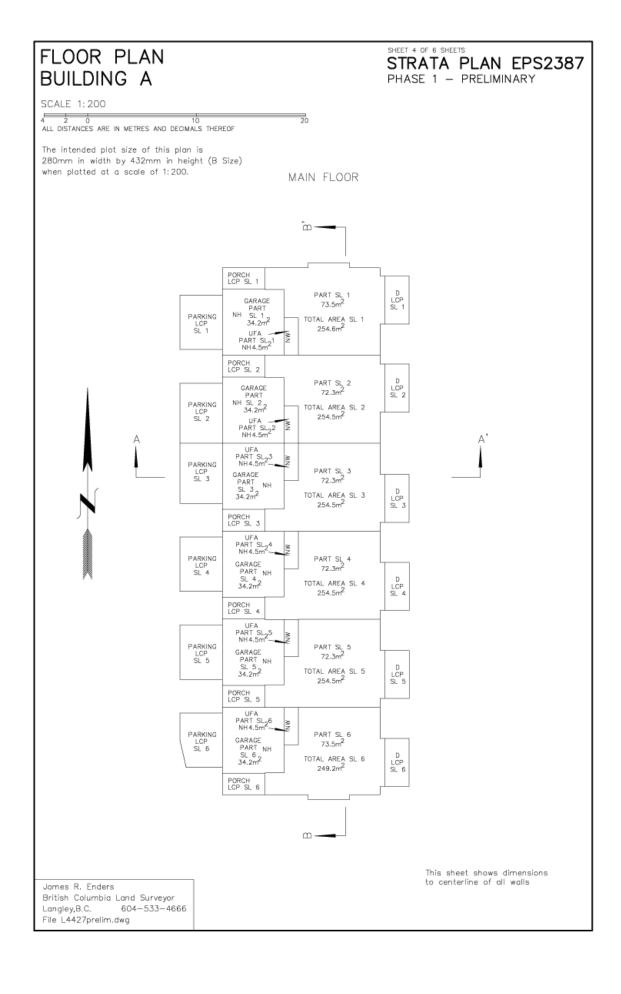
J.S. Allen Olson

Schedule A.1 Preliminary Strata Plans for Phase 1









STRATA PLAN EPS2387 FLOOR PLAN BUILDING A PHASE 1 - PRELIMINARY SCALE 1:200 ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF 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. UPPER FLOOR 'n-OUTLINE OF FLOOR BELOW PART SL 1 73.3m² PART SL 2 73.7m² PART SL 3 73.7m² PART SL 4 73.7m² PART SL 5 73.7m² PART SL 6 73.3m² m -This sheet shows dimensions to centerline of all walls James R. Enders British Columbia Land Surveyor Langley,B.C. 604-533-4666 File L4427prelim.dwg

SECTIONS BUILDING A

SHEET 6 OF 6 SHEETS

STRATA PLAN EPS2387 PHASE 1 - PRELIMINARY

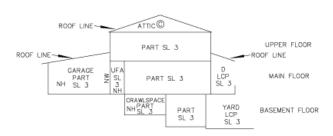
SCALE 1:200

4 2 0 10
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

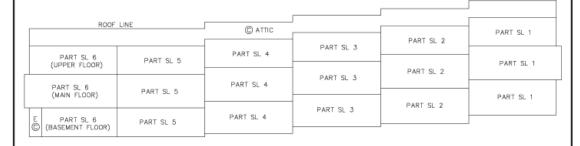
The intended plot size of this plon is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:200.

BUILDING A

SECTION A - A'

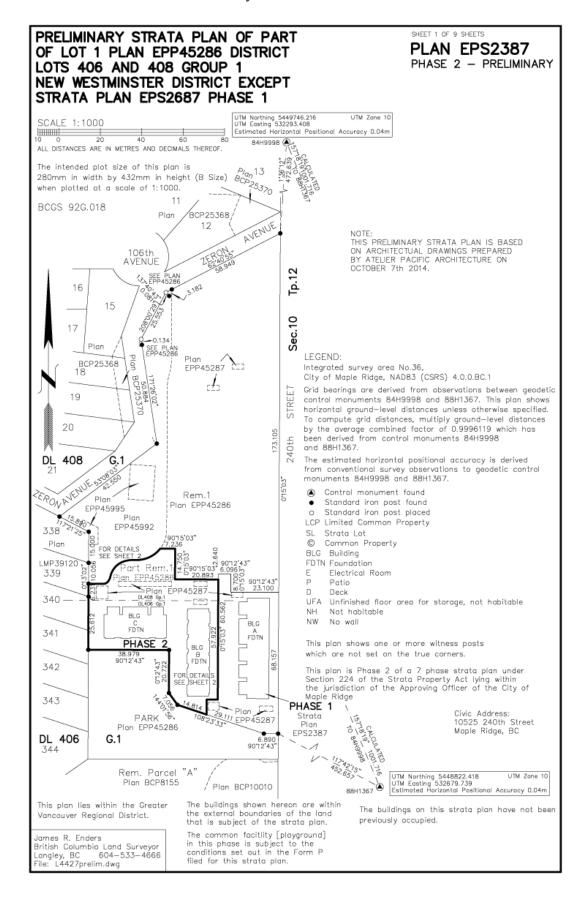


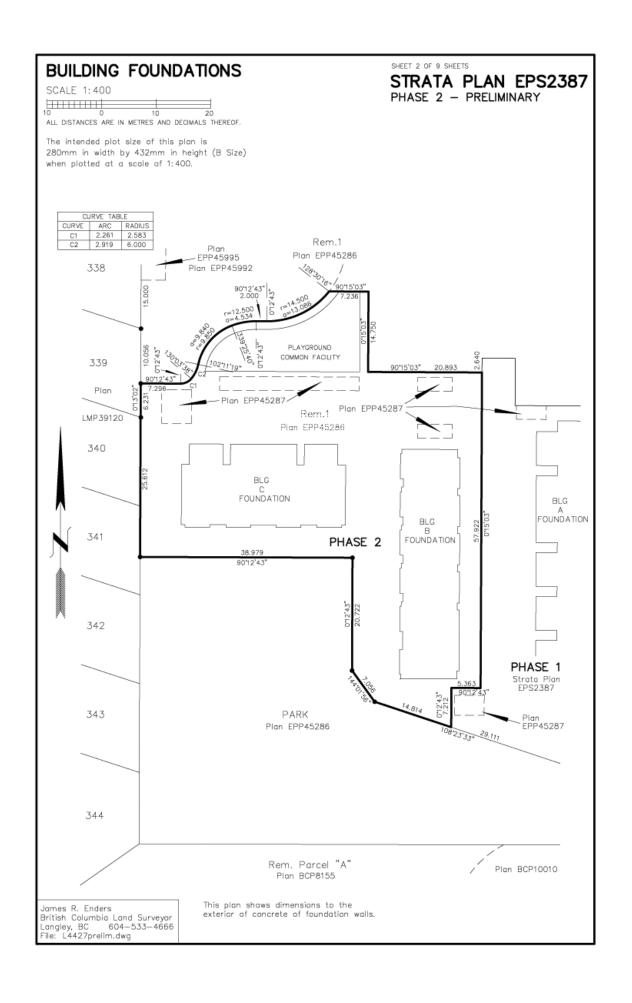
SECTION B - B'



James R. Enders British Columbia Land Surveyor Langley,B.C. 604-533-4666 File L4427prelim.dwg

Schedule A.2 Preliminary Strata Plans for Phase 2





FLOOR PLAN BUILDING B

STRATA PLAN EPS2387

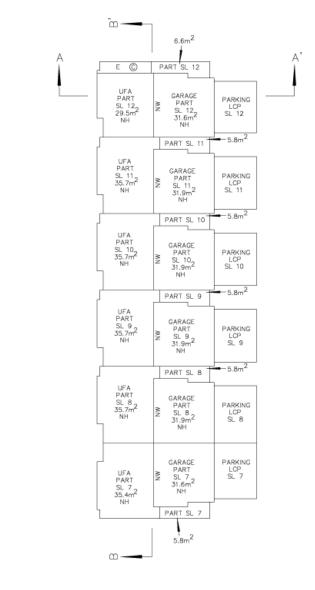
PHASE 2 - PRELIMINARY

SCALE 1:200

4 2 0 10
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

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.

BASEMENT FLOOR



James R. Enders British Columbia Land Surveyor Langley,B.C. 604-533-4666 File L4427prelim.dwg

This sheet shows dimensions to centerline of all walls

STRATA PLAN EPS2387 FLOOR PLAN BUILDING B PHASE 2 - PRELIMINARY SCALE 1:200 4 2 D 10 ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF 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. MAIN FLOOR m-PART SL 12 68.6m² YARD LOP SL 12 TOTAL AREA SL 12 204.3m² OUTLINE OF FLOOR BELOW PART SL 11 68.9m² TOTAL AREA SL 11 210.6m² PART SL 10 68.9m² YARD LOP SL 10 TOTAL AREA SL 10 210.6m² PART SL 9 68.9m² TOTAL AREA SL 9 210.6m² PART SL 8 68.9m² TOTAL AREA SL 8 210.6m² PART SL 7 68.6m² YARD LCP SL 7 TOTAL AREA SL 7 209.4m² m-This sheet shows dimensions to centerline of all walls James R. Enders British Columbia Land Surveyor Langley,B.C. 604-533-4666 File L4427prelim.dwg

STRATA PLAN EPS2387 PHASE 2 - PRELIMINARY FLOOR PLAN BUILDING B SCALE 1:200 4 2 0 10 ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF 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. UPPER FLOOR m-PART SL 12 68.0m² OUTLINE OF FLOOR BELOW-PART SL 11 68.3m² PART SL 10 68.3m² PART SL 9 68.3m² PART SL 8 68.3m² PART SL 7 68.0m² m-This sheet shows dimensions to centerline of all walls James R. Enders British Columbia Land Surveyor Langley,B.C. 604-533-4666 File L4427prelim.dwg

SHEET 6 OF 9 SHEETS FLOOR PLAN STRATA PLAN EPS2387 PHASE 2 - PRELIMINARY BUILDING C SCALE 1:200 4 2 0 10 ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF 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. CRAWLSPACE FLOOR OUTLINE OF FLOOR ABOVE CRAWLSPACE PART SL 13₂ 66.6m² NH CRAWLSPACE PART SL 16₂ 66.6m² NH CRAWLSPACE PART SL 15 67.3m² NH CRAWLSPACE PART SL 14₂ 67.3m² NH This sheet shows dimensions to centerline of all walls

James R. Enders

File L4427prelim.dwg

British Columbia Land Surveyor Langley,B.C. 604-533-4666

FLOOR PLAN BUILDING C

SHEET 7 OF 9 SHEETS

STRATA PLAN EPS2387

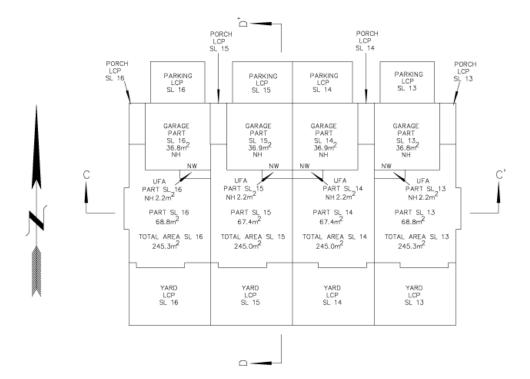
PHASE 2 - PRELIMINARY

SCALE 1:200

4 2 0 10
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

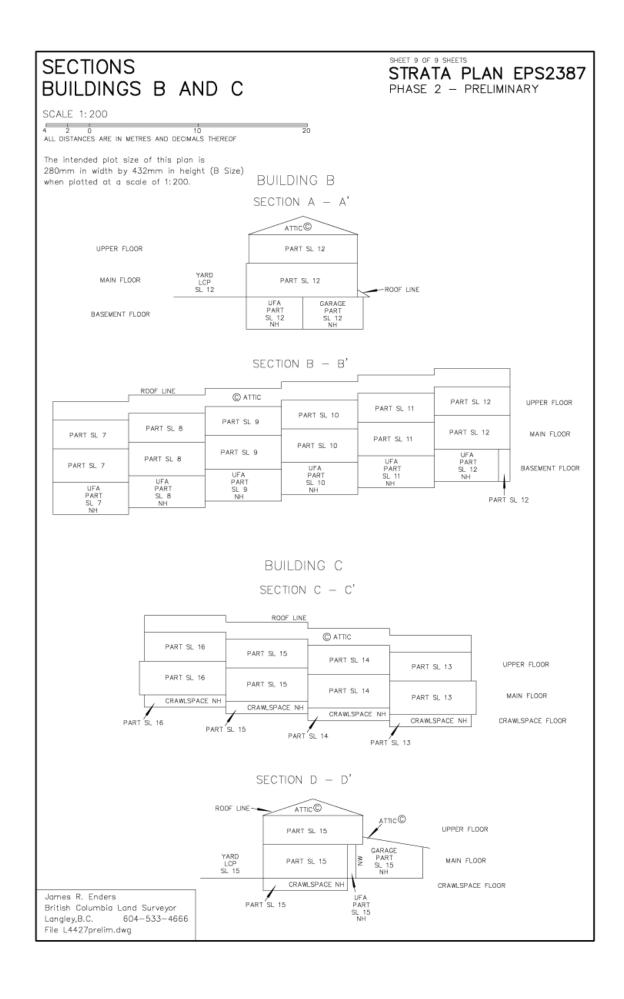
The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:200.

MAIN FLOOR

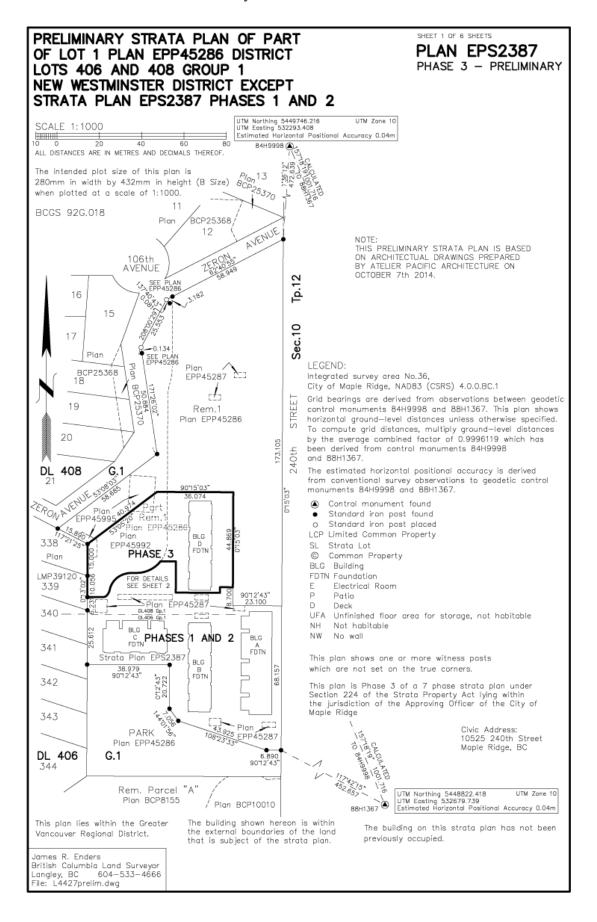


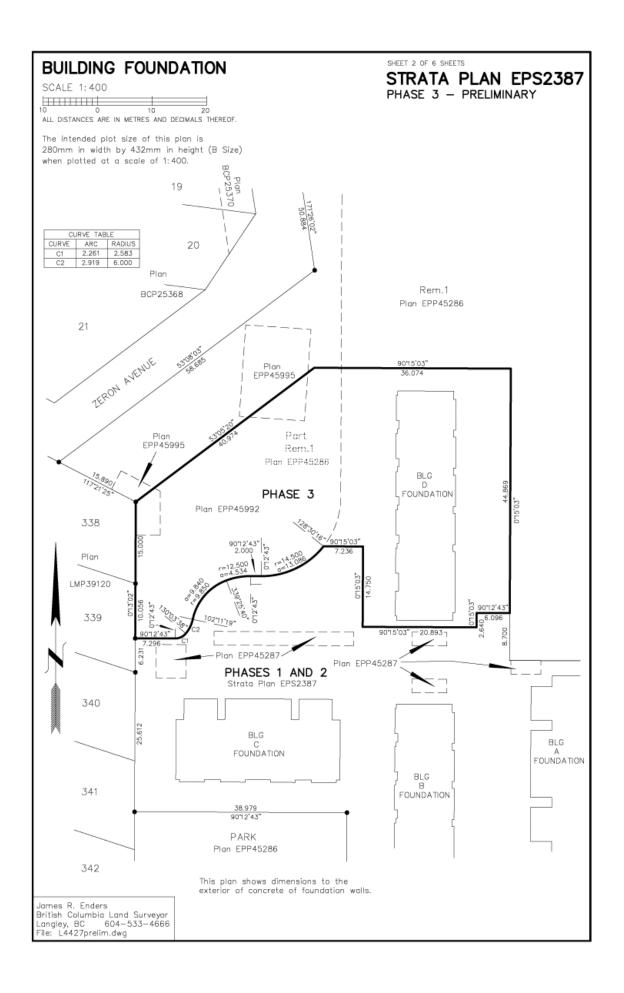
James R. Enders British Columbia Land Surveyor Langley,B.C. 604-533-4666 File L4427prelim.dwg This sheet shows dimensions to centerline of all walls

STRATA PLAN EPS2387 PHASE 2 - PRELIMINARY FLOOR PLAN BUILDING C SCALE 1:200 4 2 0 10 ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF 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. UPPER FLOOR OUTLINE OF FLOOR BELOW PART SL 16 70.9m² PART SL 15 71.2m² PART SL 14 71.2m² PART SL 13 70.9m² This sheet shows dimensions to centerline of all walls James R. Enders British Columbia Land Surveyor Langley,B.C. 604-533-4666 File L4427prelim.dwg



Schedule A.3 Preliminary Strata Plans for Phase 3





FLOOR PLAN BUILDING D

STRATA PLAN EPS2387

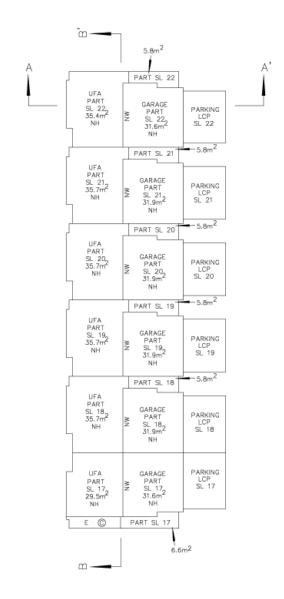
PHASE 3 - PRELIMINARY

SCALE 1:200

4 2 0 10
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

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.

BASEMENT FLOOR



James R. Enders British Columbia Land Surveyor Langley,B.C. 604-533-4666 File L4427prelim.dwg

This sheet shows dimensions to centerline of all walls

FLOOR PLAN SHEET 4 OF 6 SHEETS STRATA PLAN EPS2387 BUILDING D PHASE 3 - PRELIMINARY SCALE 1:200 4 2 0 10 ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF 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. MAIN FLOOR m-PART SL 22 68.6m² TOTAL AREA SL 22 209.4m² OUTLINE OF FLOOR BELOW PART SL 21 68.9m² YARD LCP SL 21 TOTAL AREA SL 21 210.6m² PART SL 20 68.9m² YARD LCP SL 20 TOTAL AREA SL 20 210.6m² PART SL 19 68.9m² TOTAL AREA SL 19 210.6m² PART SL 18 68.9m² TOTAL AREA SL 18 210.6m² PART SL 17 68.6m² YARD LCP SL 17 TOTAL AREA SL 17 204.3m² m-This sheet shows dimensions to centerline of all walls James R. Enders British Columbia Land Surveyor Langley,B.C. 604-533-4666 File L4427prelim.dwg

STRATA PLAN EPS2387 PHASE 3 - PRELIMINARY FLOOR PLAN BUILDING D SCALE 1:200 4 2 0 10 ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF 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. UPPER FLOOR m-PART SL 22 68.0m² OUTLINE OF FLOOR BELOW-PART SL 21 68.3m² PART SL 20 68.3m² PART SL 19 68.3m² PART SL 18 68.3m² PART SL 17 68.0m² m -This sheet shows dimensions to centerline of all walls James R. Enders British Columbia Land Surveyor Langley,B.C. 604-533-4666 File L4427prelim.dwg

STRATA PLAN EPS2387 PHASE 3 - PRELIMINARY FLOOR PLAN BUILDING D SCALE 1:200 4 2 0 10 ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF 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. UPPER FLOOR m-PART SL 22 68.0m² OUTLINE OF FLOOR BELOW-PART SL 21 68.3m² PART SL 20 68.3m² PART SL 19 68.3m² PART SL 18 68.3m² PART SL 17 68.0m² m -This sheet shows dimensions to centerline of all walls James R. Enders British Columbia Land Surveyor Langley,B.C. 604-533-4666 File L4427prelim.dwg

SECTIONS BUILDING D

SHEET 6 OF 6 SHEETS

STRATA PLAN EPS2387

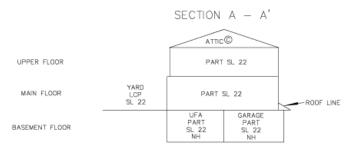
PHASE 3 - PRELIMINARY

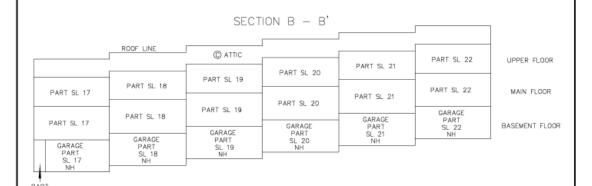
SCALE 1:200

4 2 0 10
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

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.

BUILDING D



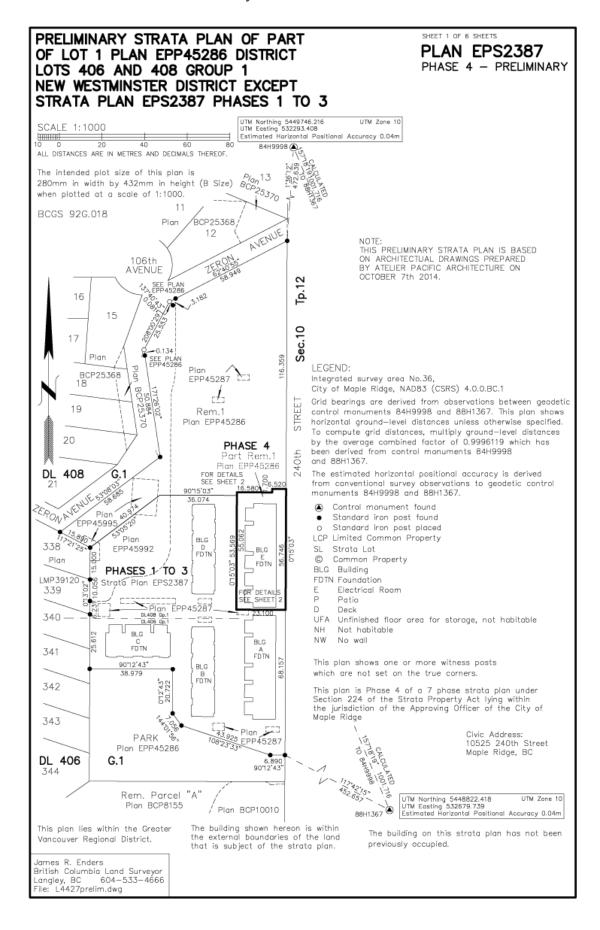


James R. Enders

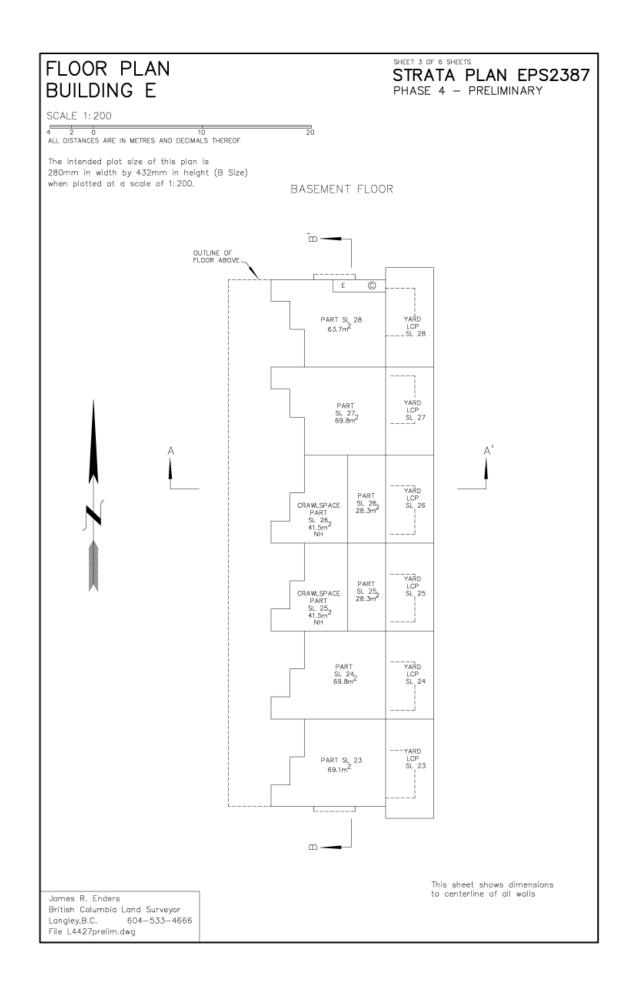
British Columbia Land Surveyor Langley, B.C. 604-533-4666

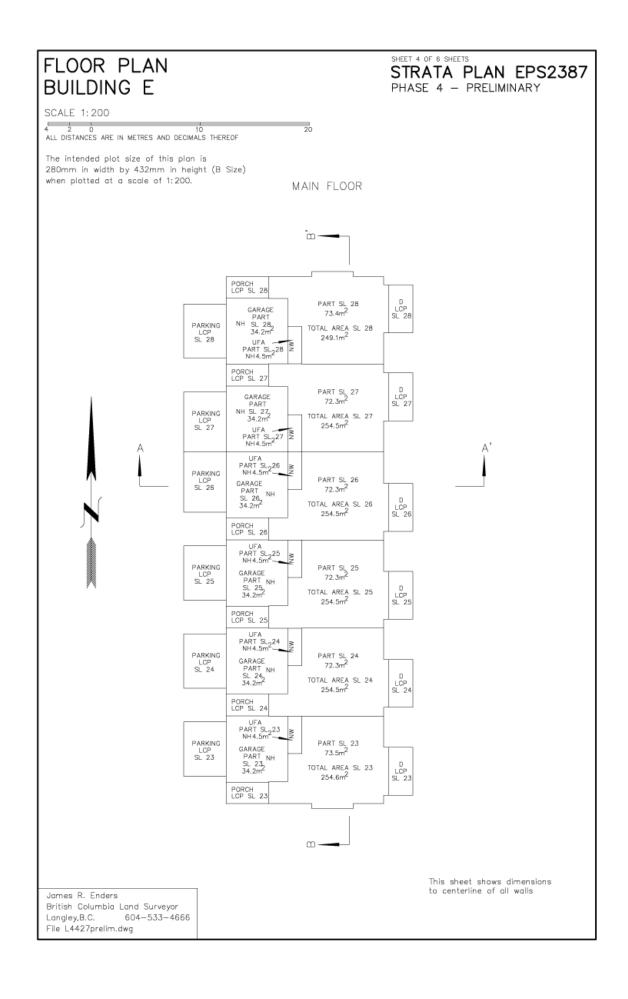
File L4427prelim.dwg

Schedule A.4 Preliminary Strata Plans for Phase 4



BUILDING FOUNDATION SHEET 2 OF 6 SHEETS STRATA PLAN EPS2387 PHASE 4 - PRELIMINARY SCALE 1:400 10 0 ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF. The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:400. Rem.1 Plan EPP45286 PHASE 4 PHASES 1 TO 3 Strata Plan EPS2387 Part Rem.1 BLG D Plan EPP45286 FOUNDATION 075'03" BLG FOUNDATION Plan EPP45287 68.157 BLG A FOUNDATION FOUNDATION This plan shows dimensions to the exterior of concrete of foundation walls. James R. Enders British Columbia Land Surveyor Langley, BC 604-533-4666 File: L4427prelim.dwg





STRATA PLAN EPS2387
PHASE 4 - PRELIMINARY FLOOR PLAN BUILDING E SCALE 1:200 4 2 0 10
ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF 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. UPPER FLOOR `m-OUTLINE OF FLOOR BELOW PART SL 28 73.3m² PART SL 27 73.7m² PART SL 26 73.7m² PART SL 25 73.7m² PART SL 24 73.7m² PART SL 23 73.3m² This sheet shows dimensions to centerline of all walls James R. Enders British Columbia Land Surveyor Langley,B.C. 604-533-4666 File L4427prelim.dwg

SECTIONS BUILDING E

STRATA PLAN EPS2387

PHASE 4 - PRELIMINARY

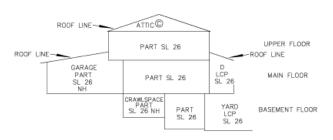
SCALE 1: 200

4 2 0 ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

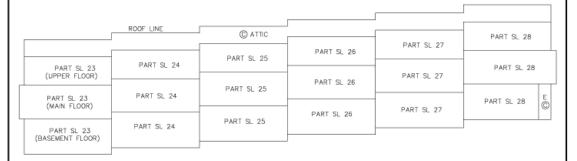
The intended plot size of this plan is 280mm in width by 432mm in height (B Size) when plotted at a scale of 1:200.

BUILDING E

SECTION A - A'



SECTION B - B'



James R. Enders

British Columbia Land Surveyor Langley,B.C. 604-533-4666

File L4427prelim.dwg

Schedule B

Form P Phased Strata Plan Declaration

Strata Property Act

FORM P PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

We, Homesite Developments (Zeron) Inc. AND Spencer Creek Ventures Inc., of 4038-200B Street, Langley, B.C., V3A 1N9, declare:

 That we intend to create a strata plan by way of phased development of the following land which we own or on which we hold a right to purchase:

029-448-760

Lot 1, District Lots 406 and 408, Group 1, New Westminster District, Plan EPP45286

- 2. That the plan of development is as follows:
 - (a) the following is a schedule of the number of phases in the order in which the phases will be deposited in the Land Title Office and specifying any common facility to be constructed in conjunction with each particular phase:

Phase Number	Common Facilities
1	None
2	Play Area
3	None
4	None
5	None
6	None
7	None

- (b) attached hereto as Schedule A is a sketch plan by James R. Enders, B.C.L.S., showing:
 - all the land to be included in the phased strata plan;
 - (ii) the present parcel boundaries;
 - (iii) the approximate boundaries of each phase, and
 - (iv) the approximate location of the common facilities.

 (c) the estimated date for the beginning of construction and completion of construction of each phase is as follows:

Phase Number	Estimated Date for Commencement of Construction	Estimated Date for Completion of Construction
1	Commenced	August 15, 2016
2	Commenced	August 15, 2016
3	June 15, 2016	April 15, 2017
4	June 15, 2016	April 15, 2017
5	March 15, 2017	December 15, 2017
6	March 15, 2017	December 15, 2017
7	July 15, 2017	May 15, 2018

(d) the estimated unit entitlement of each phase and the estimated total unit entitlement of the completed development are as follows:

Phase Number	Unit Entitlement
1	6
2	10
3	6
4	6
5	6
6	6
7	12
Total:	52

 the maximum number of units and the general type of residence or other structure to be built in each phase will be as follows:

Phase Number	No. of Units	Type of Residence	
1	6	Townhome Strata Lots	
2	10	Townhome Strata Lots	
3	6	Townhome Strata Lots	
4	6	Townhome Strata Lots	
5	6	Townhome Strata Lots	
6	6	Townhome Strata Lots	
7	12	Townhome Strata Lots	
TOTAL:	52	52 Townhome Strata Lots	

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

Phase Number	Date
4.	Elected
2	Elected
3	May 15, 2016
4	May 15, 2016
5	August 15, 2016
6	August 15, 2016
7	February 15, 2017

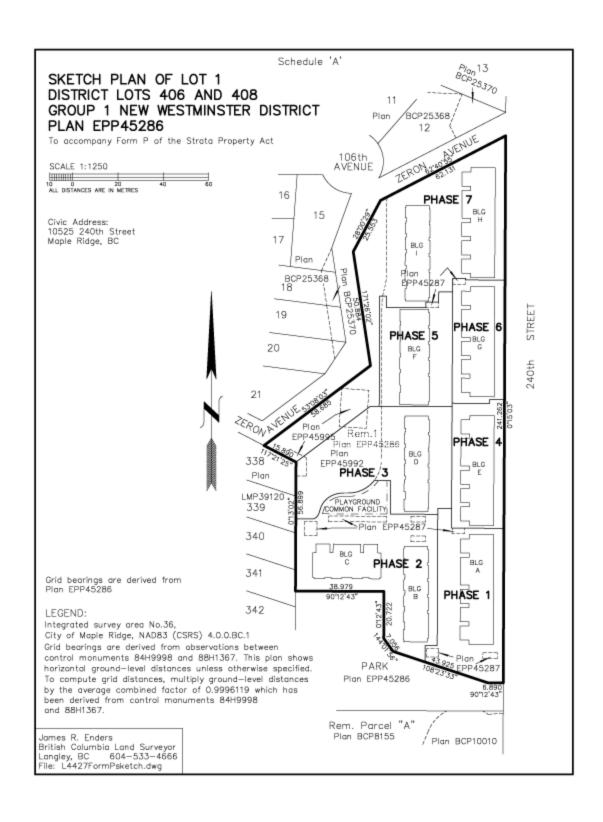
SCHOOL SERVICE	and the board	market and	-4	Applicants	
audi	natu	PR25	CIT.	ADDRICADIS	

Homesite Developments (Zeron) Inc. Spencer Creek Ventures Inc.

Mr. Quinn Jeanotte

Signature of Approving Office City of Maple Ridge

^{*} Section 222(2) of the Act provides that approval expires after one year unless the first phase is deposited before that time.



Form V Schedule of Unit Entitlement - Phase 1

STRATA PROPERTY ACT FORM V

		SCHEDULE OF ESTIMATED UNIT ENTITLEMENT - PHASE 1 (Sections 245 (a), 246, 264)		
Re:	of ce 029-	a Plan[the registration number of the strata plan], being a strata plan rtain lands and premises located in Maple Ridge, B.C. and legally described as Plate-760, Lot 1, District Lots 406 and 408, Group 1, New Westminster District, Plate 15286	ID:	
STR	ATA PL	AN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS	_	
The s	unit ent at out in	tlement for each residential strata lot is one of the following [check appropriate bo the following table:	x],	
[]	(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		
		 James R. Enders, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot. 	3	
		Date: [month, day, year]		
		Authorized Signatory James R. Enders		
OR				
[x]	(b) a whole number that is the same for all of the residential strata lots as se		E	
OR		section 246(3)(a)(ii) of the Streta Property Act.		
[]	(c)	a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the Strata Property Act.		

STRATA LOT	SHEET NO.	HABITABLE AREA IN M ²	UNIT ENTITLEMENT	%* of TOTAL UNIT ENTITLEMENT**
1	3, 4, 5	216	1	
2	3, 4, 5	174	1	
3	3, 4, 5	174	1	
4	3, 4, 5	174	1	
5	3, 4, 5	174	1	
6	3, 4, 5	211	1	
TOTAL NUN	MBER OF STR	ATA LOTS IN PHASE 1:		6
TOTAL UNIT	ENTITLEME	NT IN PHASE 1:		6

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

Homesite Developments (Zeron) Inc. by its authorized signatory:

Spencer Creek Ventures Inc. by its authorized signatory:

Per:

Mr. Quinn Jeannotte, Director

Mr. Keith Muir, Director

Form V Schedule of Unit Entitlement - Phase 2

STRATA PROPERTY ACT

		(Sections 245 (a), 246, 264)		
Re:	of ce 029-	Strata Plan[the registration number of the strata plan], being a strata plan of certain lands and premises located in Maple Ridge, B.C. and legally described as PID: 029-448-760, Lot 1, District Lots 406 and 408, Group 1, New Westminster District, Plan EPP45286		
STR	ATA PI	LAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS		
The	unit ent et out in	titlement for each residential strata lot is one of the following [check appropriate box 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		
		Certificate of British Columbia Land Surveyor 1, James R. Enders, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.		
		James R. Enders, a British Columbia land surveyor, certify that the following		
		James R. Enders, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.		
OR		James R. Enders, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot. Date: [month, day, year] Authorized Signatory		
OR [x]	(b)	I, James R. Enders, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot. Date:[month, day, year] Authorized Signatory James R. Enders a whole number that is the same for all of the residential strata lots as set out in		
500	(b)	I, James R. Enders, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot. Date:[month, day, year] Authorized Signatory James R. Enders		

STRATA	SHEET NO.	HABITABLE AREA IN M ²	UNIT ENTITLEMENT	%* of TOTAL UNIT ENTITLEMENT**
7	3, 4, 5	142	1	
8	3, 4, 5	143	1	
9	3, 4, 5	143	1	
10	3, 4, 5	143	1	
11	3, 4, 5	143	1	
12	3, 4, 5	143	1	
13	6, 7, 8	140	1	
14	6, 7, 8	139	1	
15	6, 7, 8	139	1	
16	6, 7, 8	140	1	
TOTAL NUN	IBER OF STR	ATA LOTS IN PHASE 2:		10
TOTAL UNIT ENTITLEMENT IN PHASE 2:				10

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

Dated:

Homesite Developments (Zeron) Inc. by its authorized signatory:

Spencer Creek Ventures Inc. by its authorized signatory:

Mr. Quinn Jeannotte, Director

Mr. Keith Muir, Director

Schedule C.3

Form V Schedule of Unit Entitlement - Phase 3

STRATA PROPERTY ACT

		FORM V			
		SCHEDULE OF ESTIMATED UNIT ENTITLEMENT - PHASE 3 (Sections 245 (a), 246, 264)			
Re:	of ce 029-	Strata Plan[the registration number of the strata plan], being a strata plan of certain lands and premises located in Maple Ridge, B.C. and legally described as PII 029-448-760, Lot 1, District Lots 406 and 408, Group 1, New Westminster District, Plan EPP45286			
STR	ATA PI	LAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS			
		titlement for each residential strata lot is one of the following [check appropriate box 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, James R. Enders, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.			
		Date:[month, day, year]			
		Authorized Signatory James R. Enders			
OR					
[x]	(b)	a whole number that is the same for all of the residential strata lots as set out in			
OR		section 246(3)(a)(ii) of the Strata Property Act.			
[]	(c)	a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the Strata Property Act.			

STRATA	SHEET NO.	HABITABLE AREA IN M ²	UNIT ENTITLEMENT	%* of TOTAL UNIT ENTITLEMENT**
17	3, 4, 5	143	1	
18	3, 4, 5	143	1	
19	3, 4, 5	143	- 1	
20	3, 4, 5	143	1	
21	3, 4, 5	143	1	
22	3, 4, 5	142	1	
OTAL NUME	BER OF STRA	TA LOTS IN PHASE 3:		6
OTAL UNIT	6			

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

Dated: _	A	Pri	12,	2016

Homesite Developments (Zeron) Inc. by its authorized signatory:

Spencer Creek Ventures Inc. by its authorized signatory;

Mr. Quinn Jeannotte, Director

Per.

Mr. Keith Muir, Director

Schedule C.4

Form V Schedule of Unit Entitlement - Phase 4

STRATA PROPERTY ACT

		SCHEDULE OF ESTIMATED UNIT ENTITLEMENT - PHASE 4 (Sections 245 (a), 246, 264)					
Re:	of ce 029-	ta Plan[the registration number of the strata plan], being a strata plan ertain lands and premises located in Maple Ridge, B.C. and legally described as PIE 448-760, Lot 1, District Lots 406 and 408, Group 1, New Westminster District, Plan 45286					
STRA	ATA PL	AN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS					
The u	init ent t out in	itlement for each residential strata lot is one of the following [check appropriate box 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 245(3)(a)(i) of the Strata Property Act.					
		Certificate of British Columbia Land Surveyor					
		 James R. Enders, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot. 					
		Date[month, day, year]					
		Authorized Signatory James R. Enders					
OR							
[x]	(b)	a whole number that is the same for all of the residential strata lots as set out in					
OR		section 246(3)(a)(ii) of the Strata Property Act.					
[]	(c)	a number that is approved by the Superintendent of Real Estate in accordance with section 245(3)(a)(iii) of the Strata Property Act.					

STRATA	SHEET NO.	HABITABLE AREA IN M ²	UNIT	%* of TOTAL UNIT ENTITLEMENT**
23	3, 4, 5	216	1	
24	3, 4, 5	216	1	
25	3, 4, 5	174	1	
26	3, 4, 5	174	1	
27	3, 4, 5	216	1	
28	3, 4, 5	210	1	
TOTAL NUME	BER OF STR	ATA LOTS IN PHASE 4:		6
TOTAL UNIT	6			

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

Homesite Developments (Zeron) Inc. by its authorized signatory:

Spencer Creek Ventures Inc. by its authorized signatory:

Mr. Quinn Jeannotte, Director

Mr. Keith Muir, Director

Schedule D

Form Y Notice of Different Bylaws

Schedule of Bylaws

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

Payment of strata fees and special levies

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Where an owner fails to pay strata fees in accordance with bylaw 1.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$25.00 for each contravention of bylaw 1.1.
- (3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (4) Failure to pay a special levy on the due date will result in a fine of \$25.00 for each contravention of bylaw 1.3.
- (5) Where an owner fails to pay a special levy in accordance with bylaw 1.3, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

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 and;
 - if an owner has a private elevator all costs associated with the private elevator are to be paid by the owner of that strata lot the private elevator is located within.
 - (ii) if an owner has an air conditioning system all costs associated with the air conditioning system are to be paid by the owner of that strata lot the air conditioning system is located within.
- (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, or allow a use of 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;
- (e) unsafe; or,
- (f) 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 (to be decided by the strata council);
 - (b) a reasonable number of small caged mammals (to be decided by the strata council);
 - (c) up to 2 caged birds; and,
 - (d) up to two dogs OR two cats OR one dog and one cat unless otherwise permitted by the strata council in writing from time to time at its sole discretion.
- (5) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement deemed necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 3(1), 3(2), 3(3), and 3(4) any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation, such as insurance coverage, and will be charged to the owner.
- (6) An owner, tenant, occupant
 - (a) shall not park sideways across the driveway of a strata lot;
 - (b) shall not park in the Visitor parking spots located throughout the common property;
 - (c) shall not use water or wash a vehicle during times when roadways and sidewalks would likely become icy;
 - (d) shall obtain permission from the strata council, at the beginning of each year, to park a vehicle (or any other item) on the private driveway; the strata council may refuse any proposed use that they determine, by majority vote, to be unsightly or unfitting to be parked or stored on the (limited common property) private driveway;

- (e) shall be responsible for any costs incurred to the strata corporation for maintaining the (limited common property) private driveways beyond normal typical use (ie. removal of oil stains); and,
- (f) shall keep the garage door closed except when a use requires it to be open.
- (7) An owner, tenant, occupant or visitor shall:
 - (a) not hang or place any window drapes, blinds, signs or other objects or appliances which will adversely affect the consistency of the exterior appearance of the building;
 - (b) not use or permit the use of a strata lot other than as a single family residence limited to a maximum number of seven (7) residents;
 - (c) not erect, place, keep or display signs, billboards, advertising matter or notice or display of any kind on the common property, limited common property or in a strata lot in any manner which may be visible from the outside of the strata lot (other than "for sale" signs which may be placed in the area of the common property designed for that purpose from time to time by the strata council);
 - (d) not deposit household refuse and garbage on or about the common property or limited common property except in places designated by the strata council from time to time. Any materials, other than ordinary household refuse and garbage shall be disposed of by or at the expense of the owner;
 - (e) not use standard garbage can(s); only tamper resistant animal stopper garbage cans are acceptable. Garbage can(s) or recycling bin(s) must be removed from the common area within 24 hours of/from the time of pickup/collection;
 - (f) not throw out material, especially burning material such as cigarettes or matches or permit material to fall out of any window, door, balcony, patio, stainwell, passage or other part of the strata lots or common property;
 - (g) not allow or permit their pet's waste to remain on the common property, limited common property and within the strata lot and shall take all reasonable measures to control their pet(s);
 - (h) be responsible for any and all damages or injuries that are caused by their pet;
 - (i) not hang or display, or permit any occupant of their strata lot or guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows or on limited common property or other parts of the buildings so that they are visible from the outside of the building; and,
 - (j) not smoke
 - (a) on common property within six (6) meters of any other strata lot (not owned by the smoker):
 - (b) on other limited common property (not owned by the smoker); and,

- (c) on limited common property within two (2) meters of any other strata lot (not owned by the smoker).
- (8) An owner, who is permitted to rent their strata lot, and has rented any portion of the strata lot shall not rent out any other portion of the strata lot to another party or allow subletting of the strata lot to any other party.
- (9) An owner renting/leasing a Strata lot must rent/lease the strata lot for a minimum of 3 months.

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) An owner shall deliver a properly prepared "Form K Notice of Tenant's Responsibilities" to the strata corporation prior to a tenant moving into any strata lot.
- (3) On request by the strata corporation, a tenant must inform the strata corporation of their full legal name and address for service.

Obtain approval before altering a strata lot or limited common property

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot. The strata corporation must not unreasonably withhold its approval but may require as a condition of its approval that the owner agree, in writing, to take full responsibility for any expenses relating to the alteration. The strata corporation cannot approve the alteration if it is not allowed by authorities, particularly the registered development permit(s).
- (2) An owner must obtain the written approval of the strata corporation before making an alteration 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 vard;
 - (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;
 - (h) any portion of the strata lot that is identified as UFA (Unfinished Floor Area) on the registered Strata Plan;

- (i) adding a private in-home elevator and/or air conditioning system; and,
- (j) any portion of the limited common property (private yards).
- (3) The strata corporation must not unreasonably withhold its approval under section 5, but may require as a condition of its approval that the owner agree, in writing, to take full responsibility for any expenses relating to the alteration. The strata corporation cannot approve the alteration if it is not allowed by authorities, particularly the registered development permit(s).
- (4) Requests to make changes to outdoor limited common property (i.e. private yards) should be endorsed unless there are adverse impacts to other owners that cause reason to not permit the changes. Changes may include such things as a reasonable amount of shrubs, flowerbeds, hanging baskets, trees, pavers, hardscapes and other things or uses that the strata lot owner may enjoy. The landscaping contractor is not expected to tailor their work to custom standards but reasonable adaptations of the landscaping contractor's scope of work should be accommodated.
- (5) Garage areas as shown on the strata plan are intended for parking vehicles indoors and are not intended to be developed for storage or other uses; the strata corporation, should not allow development of garage areas for other uses except for highly exceptional situations.
- (6) Any alteration(s) to a strata lot, Unfinished Floor Area or Limited Common Property are done at the cost and risk of the owners of the strata lot and if a loss occurs, in any such case, it is the responsibility of the strata lot owner to rebuild all improvements that were lost and not the responsibility of the strata corporation.

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 post a cash bond or 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
 - repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (d) doors, windows or skylights, on the exterior of a building or that front on the common property;
 - (e) fences, railings and similar structures that enclose decks, patios, balconies and yards;
 - (f) driveways;
- (D) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building.
 - (iv) doors and windows on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.
- (E) all exterior hose bibs that are subject to freezing need to have hoses disconnected, the water stop engaged and the water line drained out of the exterior wall bib prior to any outside temperatures dropping below freezing.

Division 3 -- Council

Council size

- 9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

- 10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

Removing council member

- 11 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

- 12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer. The council members cannot be from the same strata lot.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.

- (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

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

Requisition of council hearing

- 15 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

- 16 (1) A quorum of the council is:
 - (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and,

- (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, those council members who attend by electronic means, 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 (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw by the owner or tenant, or the employees, agents, invitees or tenants of either the owner or tenant; and
 - (b) \$50 for each contravention of rule by the owner or tenant, or the employees, agents, invitees or tenants of either the owner or tenant.
- (2) Fines levied in accordance with these bylaws shall be added to the owner's account and are due and payable on the first day of the month following assessment.

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

Quorum of meeting

25 If within 30 minutes after the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 30 minutes on the same day and at the same place. If after the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum. This bylaw is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

Person to chair meeting

- 26 (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

- 27 (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

- 28 (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

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

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary:
- (4) present to the meeting proof of notice of meeting or waiver of notice; (e) approve the agenda;
- (5) approve minutes from the last annual or special general meeting; (g) deal with unfinished business;
- (6) 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;
- (7) ratify any new rules made by the strata corporation under section 125 of the Act;
- (8) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

- (9) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (10) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (11) elect a council, if the meeting is an annual general meeting;
- (12) terminate the meeting.

Division 6 -- Voluntary Dispute Resolution

Voluntary dispute resolution

- 30 (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

31 (1) The Owner Developer shall have the right, so long as it owns any unsold strata lots, to maintain and use its unsold strata lots and the common areas as display units and sales offices and to carry out such sales functions as the Owner Developer deems necessary or desirable to enable the sale and marketing of all strata lots in the development including:

- erecting and placing directional, locational and advertising signage on the strata lots owned by the Owner Developer and on the common property;
- (ii) encouraging and allowing prospective purchasers to view the strata lots owned by the Owner Developer and all common property; and
- (iii) erecting and maintaining a sales trailer, placards, temporary fencing, flags and other like items for marketing, sales and advertising on the common property of the development which shall be removed at the Owner Developer's expense once all strata lots have been sold by the Owner Developer.
- (2) In order to allow the Owner Developer of the strata lots and Strata Corporation to market and sell any strata lots owned by the Owner Developer, the Owner Developer may, until the last strata lot has been sold by the Owner Developer.
 - (i) allow the project to remain open at any time the Owner Developer deems necessary including weekends so as to allow prospective purchasers reasonable and unimpeded access to any strata lot owned by the Owner Developer and access to the common property, visitor parking stalls and common facilities of the development; and
 - (ii) have unimpeded access for the Owner Developer, its sales staff, agents and prospective purchasers to the common property and common facilities of the development.

Advertising

32 (1) No owner other than the Owner Developer may place signs advertising their strata lot for sale until such time as all the strata lots within the development have been sold by the Owner Developer.

This Owner Developer's Notice of Different Bylaws is authorized by the Developer as of
this 4st day of April 2016
Homesite Developments (Zeron) Inc.
Mr. Quinn Jeanpotte
AND
Spencer Creek Ventures Inc.
Mr. Keith Muir

Schedule E

Proposed Interim Budget

Strata Plan EPS2387

Magnolia Grove

		Interim Operating Budget
REVENUE		
Strata Fees	5	132,099.00
TOTAL REVENUE	\$	132,099.00
EXPENSES		
ADMINISTRATIVE EXPENSES		
Property Management	\$	16,380.00
Bank Charges	\$	180.00
Sundry, Postage & Copies	\$	580.00
Professional Audit	\$	450.00
Insurance	S	33,000.00
Insurance Appraisal	\$	700.00
Professional - Engineering Consultant	\$	3,500.00
TOTAL ADMIN. EXPENSES	\$	54,790.00
JTILITES		
Sewer and Water	\$	12,000.00
Utilities - Electricity	\$	5,000.00
TOTAL UTILITIES	\$	17,000.00
BUILDING MAINTENANCE		
Garbage Disposal & Recycling	s	12,000.00
General Repairs & Maintenance	S	7,000.00
Building Washing	S	2,000.00
Window Cleaning	S	2,000.00
Storm Water Maintanence	S	4,000.00
TOTAL BUILDING MAINTENANCE	\$	27,000.00
GROUNDS MAINTENANCE		
Landscaping Services	S	18,000.00
Irrigation	\$	1,500.00
Hydrants	\$	800.00
Snow Removal	5	1,000.00
FOTAL GROUNDS & GARDENS	\$	21,300.00
TOTAL EXPENSES	\$	120,090.00
The second section of the sect		120,000,00
Transfer to Contingency Fund	S	12,009.00
TOTAL OPERATING EXPENSES	\$	132,099.00
NET SURPLUS (DEFICIT)	\$	

10525-240th St. Maple Ridge ALL PHASES INTERIM BUDGET SCHEDULE OF STRATA FEES

inco.	Strata	Unit	Unit	Monthly	Monthly	Total
hases	Lat	#	Entitlement	Operating	C.R.F.	Monthly
e o como	#	Lack.	(S-Method)	Contribution	Contribution	Strata Fee
1	1	47	1	3192.45	\$19.25	\$211.70
1	2	48				
1	3	49	1	\$192.45	\$19.25	\$211.70
		ministration and	1	\$192.45	\$19.25	5211.70
1	4	40	- 1	\$192.45	\$19.25	\$211,70
1	5	51	1	\$192,45	\$19,25	5211.70
1.	6	52	1	\$192.45	\$19.25	\$211.70
2	7	1	1	\$192.45	\$19.25	\$211.70
2	- 8	2	1	\$192,45	\$19.25	\$211.70
2	9	3	- 4	5192.45	\$19.25	\$211.70
2	10	4	1	\$192.45	\$19.25	\$211.70
2	11	5	-1	\$192.45	\$19.25	\$211.70
2	12	6	1	\$192.45	\$19.25	\$211.70
2	13	7	1	\$192.45	\$19.25	\$211.70
2	14	8	- 1	\$192.45	\$19.25	\$211.70
2	15	9	1	\$192.45	\$19.25	\$211.70
2	16	10	1	\$192.45	\$19.25	\$211.70
3	17	11	1	\$192.45	\$19.25	\$211.70
3	18	12	1	\$192.45	\$19.25	\$211.70
3	19	13	1		\$19.25	\$211.70
3	20	14	- 1	\$192,45		
				\$192.45	\$19.25	\$211.70
3	21	15		\$192.45	\$19.25	\$211.70
3	22	16	1	\$192.45	\$19.25	5211.70
4	23	46	1	\$192.45	\$19.25	\$211.70
4.	24	45	1	\$192.45	\$19.25	\$211.70
4	25	44		\$192.45	\$19:25	\$211,70
4	26	43	1.0	\$192,45	\$19.25	\$211.70
4	27	42	1	\$192,45	\$19.25	\$211.70
4	28	41	1	\$192.45	\$19.25	\$211,70
- 5	20	17	1	\$192.45	\$19.25	\$211.70
5	30	18	1	\$192.45	\$19.25	\$211.70
5	31	19	1	\$192.45	\$19.25	\$211.70
5	32	20	1	\$192.45	\$19.25	\$211.70
5	33	21	1	\$192.45	\$19.25	\$211.70
5	34	22	- 1	\$192.45	\$19.25	\$211.70
5	35	40	1	\$192.45	\$19.25	\$211.70
5	38	39	1	\$192.45	\$19.25	\$211.70
5	37	38	1	\$192.45	\$19.25	\$211.70
5	38	37	1	\$192.45	\$19.25	\$211.70
6	38	38	- 1	\$192.45	\$19.25	5211.70
6	40	35	1	\$192,45	\$19.26	\$211.70
	41	34	- 4	\$192.45	\$19.25	\$211.70
7	42	33	1	\$192.45	\$19.25	\$211.70
7	43	32	1	\$192.45	\$19.25	\$211,70
7	44	31	_11	\$192.45	\$19.25	\$211.70
7	45	30	- 3	\$192.45	\$19.25	\$211.70
7	46	29		\$192.45	\$19.25	5211.70
7	47.	28	- 1	\$192.45	\$19.25	\$211.70
7	48	27		\$192.45	\$19.25	\$211.70
7	49	26	1	\$192.45	\$19.25	\$211.70
7	50	25	1	\$192.45	\$19.25	\$211.70
7	51	24	1	\$192.45	\$19.25	\$211.70
7	52	23	- 1	\$192.45	\$19.25	\$211.70
-	Total	20	52	G126.40	W12.EU	- T. 11.10
	Monthly	Total		\$10.007.50	\$1,000.75	\$11,008.25
	Annual			E 10,001,00	#1,000 / O	5132,099.0

Operating Contribution \$120,090.00 Contingency Contribut \$12,009.00

Total Strata fees \$132,099.00

Strata Plan EPS2387

Magnolia Grove INTERIM OPERATING BUDGET PHASE 1 - 6 units

10525-240th St, Maple Ridge

		Interim Operating Budget
REVENUE		
Strata Fees	5	17,985,42
TOTAL REVENUE	\$	17,985.42
EXPENSES		
ADMINISTRATIVE EXPENSES		
Property Management	\$	1,890.00
Bank Charges	\$	180.00
Sundry, Postage & Copies	\$	200.00
Professional - Audit	\$	265.00
Insurance	\$	6,500.00
Insurance Appraisal		
Professional - Engineering Consultant	\$	92
TOTAL ADMIN. EXPENSES	\$	9,035.00
UTILITES		
Sewer and Water	\$	1,384.62
Utilities - Electricity	5	576.92
TOTAL UTILITIES	\$	576.92
BUILDING MAINTENANCE		
Garbage Disposal & Recycling	\$	1,384.62
General Repairs & Maintenance	\$	1,000.00
Building Washing	\$	230.77
Window Cleaning	\$	230.77
Storm Water Maintenance	5	300.00
TOTAL BUILDING MAINTENANCE	\$	3,146.15
GROUNDS MAINTENANCE		
Landscaping Services	\$	3,000.00
Irrigation	\$	200.00
Hydrants	\$	92.31
Snow Removal	5	300.00
TOTAL GROUNDS & GARDENS	\$	3,592.31
TOTAL EXPENSES	\$	16,350.38
Transfer to Conference 5		4.000.00
Transfer to Contingency Fund	S	1,635.04
TOTAL OPERATING EXPENSES	\$	17,985.42

10525-240th St, Maple Ridge PHASE 1 INTERIM BUDGET SCHEDULE OF STRATA FEES

Phase	Strata Lot #	Unit #	Unit Entitlement	Monthly Operating Contribution	Monthly C.R.F. Contribution	Total Monthly Strata Fee
1	1 1 1	47	1	\$227.09	\$22.71	\$249.80
1	2	48	1	\$227.09	\$22.71	\$249.80
-1	3	49	1	\$227.09	\$22.71	\$249.80
1	4	50.	1	\$227.09	\$22.71	\$249.80
1	5	51	1	\$227.09	\$22.71	\$249.80
_1	6	52	1	\$227.09	\$22.71	\$249.80
	Total	4	6	Commonweal Common Commo		
	Monthly	Total		\$1,362.53	\$136.25	\$1,498.79
	Annual	Total		\$16,350.38	\$1,635.04	\$17,985.42

Operating Contribution \$16,350.38
Contingency Contributior \$1,635.04

Total Strata fees \$17,985.42

Strata Plan EPS2387

Magnolia Grove
INTERIM OPERATING BUDGET
PHASE 1 & 2 - total 16 units 10525-240th St, Maple Ridge

	Interim Operating Budget		
REVENUE	201	1940 100 WAL	
Strata Fees	\$	45,163.46	
TOTAL REVENUE	\$	45,163.46	
EXPENSES			
ADMINISTRATIVE EXPENSES			
Property Management	\$	5,040.00	
Bank Charges	\$	180.00	
Sundry, Postage & Copies	\$	400.00	
Professional - Audit	\$	300.00	
Insurance	s	16,000.00	
Insurance Appraisal	S		
Professional - Engineering Consultant	\$	- 3	
TOTAL ADMIN. EXPENSES	\$	21,920.00	
UTILITES			
Sewer and Water	s	3,692.31	
Utilities - Electricity	S	1,538.46	
TOTAL UTILITIES	\$	1,538.46	
BUILDING MAINTENANCE			
Garbage Disposal & Recycling	s	3.692.31	
General Repairs & Maintenance	S	6,600.00	
Window Washing	s	615.38	
Window Cleaning	s	615.38	
Storm Water Maintenance	S	1,000.00	
TOTAL BUILDING MAINTENANCE	S	12,523.08	
GROUNDS MAINTENANCE			
Landscaping Services	S	3,780.00	
Irrigation	5	550.00	
Hydrants	S	246.15	
Snow Removal	5	500.00	
TOTAL GROUNDS & GARDENS	\$	5,076.15	
TOTAL EXPENSES	\$	41,057.69	
Transfer to Contingency Fund	\$	4,105.77	
TOTAL OPERATING EXPENSES	\$	45,163.46	
NET SURPLUS (DEFICIT)	s	-	

10525-240th St, Maple Ridge PHASE 1 & 2 INTERIM BUDGET SCHEDULE OF STRATA FEES

Phase	Strata Lot #	Unit #	Unit Entitlement	Monthly Operating Contribution	Monthly C.R.F. Contribution	Total Monthly Strata Fee
1	1 1	47	1	\$213.84	\$21.38	\$235.23
1	2	48	1	\$213.84	\$21.38	\$235.23
1	3	49	1	\$213.84	\$21.38	\$235.23
1	4	50	- 1	\$213.84	\$21.38	\$235.23
1	5	51	1	\$213.84	\$21.38	\$235.23
1	6	52	1	\$213.84	\$21.38	\$235.23
2	7	1	1	\$213.84	\$21.38	\$235.23
2	8	2	1	\$213.84	\$21.38	\$235.23
2	9	3	1	\$213.84	\$21.38	\$235.23
2	10	4	1	\$213.84	\$21.38	\$235.23
2	11	5	1	\$213.84	\$21.38	\$235.23
2	12	6	1	\$213.84	\$21.38	\$235.23
2	13	7	1	\$213.84	\$21.38	\$235.23
2	14	8	1	\$213.84	\$21.38	\$235.23
2	15	9	1	\$213.84	\$21.38	\$235.23
2	16	10	1	\$213.84	\$21.38	\$235.23
	Total		16			
	Monthly	Total		\$1,283.05	\$128.31	\$1,411.36
	Annual	Total		\$15,396.63	\$1,539.66	\$16,936.30

Operating Contribution \$41,057.69
Contingency Contributior \$4,105.77

Total Strata fees \$45,163.46

Strata Plan EPS2387

Magnolia Grove
INTERIM OPERATING BUDGET
PHASE 1,2 & 3 - total 22 units 10525-240th St, Maple Ridge

		Interim Operating Budget
REVENUE		
Strata Fees	\$	65,928.29
TOTAL REVENUE	\$	65,928.29
EXPENSES		
ADMINISTRATIVE EXPENSES		
Property Management	\$	7,245.00
Bank Charges	S	180.00
Sundry, Postage & Copies	S	500.00
Professional - Audit	\$	367.50
Insurance	\$	22,000.00
Insurance Appraisal	\$	700.00
Building Envelope	\$	
TOTAL ADMIN. EXPENSES	\$	30,992.50
UTILITES		
Sewer and Water	5	5,307.69
Utilities - Electricity	\$	2,211.54
TOTAL UTILITIES	\$	2,211.54
BUILDING MAINTENANCE		
Garbage Disposal & Recycling	\$	5,307.69
General Repairs & Maintenance	S	10,000.00
Window Washing	\$	884.62
Window Cleaning	S	884.62
Storm Water Maintenance	S	1,500.00
TOTAL BUILDING MAINTENANCE	\$	18,576.92
GROUNDS MAINTENANCE		
Landscaping Services	S	6.000.00
Irrigation	S	800.00
Hydrants	S	353.85
Snow Removal	S	1,000.00
TOTAL GROUNDS & GARDENS	S	8,153.85
TOTAL EXPENSES	\$	59,934.81
Transfer to Contingency Fund	5	5,993.48
TOTAL OPERATING EXPENSES	\$	65,928.29
NET SURPLUS (DEFICIT)	s	+/

10525-240th St, Maple Ridge PHASE 1, 2 & 3 INTERIM BUDGET SCHEDULE OF STRATA FEES

Phase	Strata Lot #	Unit #	Unit Entitlement	Monthly Operating Contribution	Monthly C.R.F. Contribution	Total Monthly Strata Fee
	-	-			harrow and the same of	
-1	1	47	1	\$227.03	\$22.70	5249.73
1	2	48	1	\$227.03	\$22.70	\$249.73
1	3	49	1	\$227.03	\$22.70	\$249.73
1	4	50	- 1	\$227.03	\$22.70	\$249.73
1	- 5	51	1	\$227.03	\$22.70	\$249.73
1	6	52	1	\$227.03	\$22.70	\$249.73
2	7	1	1	\$227.03	\$22.70	\$249.73
2	8	2	1	\$227.03	\$22.70	\$249.73
2	9	3	1	\$227.03	\$22.70	\$249.73
2	10	4	1	\$227.03	\$22.70	\$249.73
2	11	5	- 1	\$227.03	\$22.70	\$249.73
2	12	6	1	\$227.03	\$22.70	\$249.73
2	13	7	1	\$227.03	\$22.70	\$249.73
2	14	8	1	\$227.03	\$22.70	\$249.73
2	15	9	1	\$227.03	\$22.70	\$249.73
2	16	10	1	\$227.03	\$22.70	\$249.73
3	17	11	1	\$227.03	\$22.70	\$249.73
3	18	12	- 1	\$227.03	\$22.70	\$249.73
3	19	13	1	\$227.03	\$22.70	\$249.73
3	20	14	1	\$227.03	\$22.70	\$249,73
3	21	15	1	\$227.03	\$22.70	\$249.73
3	22	16	1	\$227.03	\$22.70	\$249.73
	Total		22			
	Monthly	Total		\$1,362.15	\$136.22	\$1,498.37
	Annual	Total		\$16,345.86	\$1,834.59	\$17,980.4

Operating Contribution \$59,934.81
Contingency Contributior \$5,993.48

Total Strata fees \$65,928.29

Strata Plan EPS2387

Magnolia Grove
INTERIM OPERATING BUDGET
PHASE 1,2,3 & 4 - 28 Units

10525-240th St, Maple Ridge

	Interim Operating Budget		
REVENUE			
Strata Fees	\$	78,051.56	
TOTAL REVENUE	\$	78,051.56	
EXPENSES			
ADMINISTRATIVE EXPENSES			
Property Management	\$	8,820.00	
Bank Charges	S	180.00	
Sundry, Postage & Copies	\$	750.00	
Professional - Audit	\$	367.50	
Insurance	5	23,000.00	
Insurance Appraisal	\$		
Professional - Engineering Consultant	\$	3,500.00	
TOTAL ADMIN, EXPENSES	\$	36,617.50	
UTILITES			
Sewer and Water	\$	6,461.54	
Utilities - Electricity	S	2,692.31	
TOTAL UTILITIES	\$	2,692.31	
BUILDING MAINTENANCE			
Garbage Disposal & Recycling	s	6,461,54	
General Repairs & Maintenance	S	10.500.00	
Window Washing	Š	1.076.92	
Window Cleaning	S	1.076.92	
Storm Water Maintenance	5	2,000.00	
TOTAL BUILDING MAINTENANCE	\$	21,115.38	
GROUNDS MAINTENANCE			
Landscaping Services	S	7.900.00	
Irrigation	S	1,200.00	
Hydrants	3	430.77	
Snow Removal	S	1,000.00	
TOTAL GROUNDS & GARDENS	\$	10,530.77	
TOTAL EXPENSES	\$	70,955.96	
Transfer to Contingency Fund	s	7.005.00	
		7,095.60	
TOTAL OPERATING EXPENSES	\$	78,051.56	
NET SURPLUS (DEFICIT)	\$		

10525-240th St, Maple Ridge PHASE 1, 2, 3 & 4 INTERIM BUDGET SCHEDULE OF STRATA FEES

Phase	Strata Lot #	Unit #	Unit Entitlement	Monthly Operating Contribution	Monthly C.R.F. Contribution	Total Monthly Strata Fee
1	1 1	47	1	\$211.18	\$21.12	\$232.30
1	2	48	1	\$211.18	\$21,12	\$232.30
1	3	49	1	\$211.18	\$21.12	\$232.30
1	4	50	1	\$211.18	\$21.12	\$232.30
1	5	51	1	\$211.18	\$21.12	\$232.30
1	6	52	1		7.00	
2	7	_		\$211.18	\$21,12	\$232.30
		1	1	\$211.18	\$21.12	\$232.30
2	8	2	1	\$211.18	\$21,12	\$232.30
2	9	3	1	\$211.18	\$21.12	\$232.30
2	10	4	1	\$211.18	\$21.12	\$232.30
2	11	5	1	\$211.18	\$21.12	\$232.30
2	12	6	1	\$211.18	\$21,12	\$232.30
2	13	7	1	\$211.18	\$21.12	\$232.30
2	14	8	1	\$211.18	\$21,12	\$232.30
2	15	9	1	\$211.18	\$21.12	\$232.30
2	16	10	1	\$211.18	\$21.12	\$232.30
3	17	11	1	\$211.18	\$21.12	\$232.30
3	18	12	1	\$211.18	\$21,12	\$232.30
3	19	13	1	\$211.18	\$21.12	\$232.30
3	20	14	1	\$211.18	\$21,12	\$232.30
3	21	15	1	\$211.18	\$21,12	\$232.30
3	22	16	1	\$211.18	\$21,12	\$232.30
4	23	46	1	\$211.18	\$21.12	\$232.30
4	24	45	1	\$211.18	\$21,12	\$232.30
4	25	44	1	\$211.18	\$21.12	\$232.30
4	26	43	1	\$211.18	\$21.12	\$232.30
4	27	42	1	\$211.18	\$21.12	\$232.30
4	28	41	1	\$211.18	\$21.12	\$232.30
	Total		28			1234100
Monthly Total				\$1,267.07	\$126.71	\$1,393.78
	Annual	Total		\$15.204.85	\$1,520.48	\$16,725.33

Operating Contribution \$70,955.96 Contingency Contributior \$7,095.60

Total Strata fees \$78,051,56

Strata Plan EPS2387

Magnolia Grove
INTERIM OPERATING BUDGET
PHASE 1,2,3,4 & 5 - total 38 units 10525-240th St, Maple Ridge

		Interim Operating Budget	
REVENUE			
Strata Fees	\$	98,943.10	
TOTAL REVENUE	\$	98,943.10	
EXPENSES			
ADMINISTRATIVE EXPENSES			
Property Management	S	11,970.00	
Bank Charges	\$	250.00	
Sundry, Postage & Copies	S	580.00	
Professional - Audit	S	367.50	
Insurance	\$	31,000.00	
Insurance Appraisal	5		
Building Envelope	\$	-	
TOTAL ADMIN. EXPENSES	\$	44,167.50	
UTILITES			
Sewer and Water	S	8,769.23	
Utilities - Electricity	S	3,653.85	
TOTAL UTILITIES	\$	3,653.85	
BUILDING MAINTENANCE			
Garbage Disposal & Recycling	S	8,769.23	
General Repairs & Maintenance	s	10,000.00	
Window Washing	s	1,461.54	
Window Cleaning	S	1,461.54	
Storm Water Maintenance	S	3,000.00	
TOTAL BUILDING MAINTENANCE	S	24,692,31	
GROUNDS MAINTENANCE			
Landscaping Services	s	14,500.00	
Irrigation	S	1,350.00	
Hydrants	S	584.62	
Snow Removal	S	1.000.00	
TOTAL GROUNDS & GARDENS	\$	17,434.62	
TOTAL EVOENCES			
TOTAL EXPENSES	\$	89,948.27	
Transfer to Contingency Fund	5	8,994.83	
TOTAL OPERATING EXPENSES	\$	98,943.10	
NET SURPLUS (DEFICIT)	\$	-	

10525-240th St, Maple Ridge PHASE 1, 2, 3, 4 & 5 INTERIM BUDGET SCHEDULE OF STRATA FEES

	Strata	Unit	Unit	Monthly	Monthly	Total
Phase		The state of the s	Entitlement		C.R.F.	Monthly
	#			Contribution	Contribution	Strata Fee
1	1 1	47	1	\$197.25	\$19.73	\$216.98
.1	2	48	1	\$197.25	\$19.73	\$216.98
1	3	49	1	\$197.25	\$19.73	\$216.98
1	4	50	1	\$197.25	\$19.73	\$216.98
-1	5	51	4	\$197.25	\$19.73	\$216.98
1	6	52	1	\$197.25	\$19.73	\$216.98
2	7.	1	1	\$197.25	\$19.73	\$216.98
2	8	2	1	\$197.25	\$19.73	\$216.98
2	9	3	1	\$197.25	\$19.73	\$216.98
2	10	4	1	\$197.25	\$19.73	\$216.98
2	11	5	1	\$197.25	\$19.73	\$216.98
2	12	6	1	\$197.25	\$19.73	\$216.98
2	13	7	1	\$197.25	\$19.73	\$216.98
2	14	8	1	\$197.25	\$19.73	\$216.98
2	15	9	1	\$197.25	\$19.73	\$216.98
2	16	10	1	\$197.25	\$19.73	\$216.98
3	17	11	1	\$197.25	\$19.73	\$216.98
3	18	12	1	\$197.25	\$19.73	\$216.98
3	19	13	1	\$197.25	\$19.73	\$216.98
3	20	14	1	\$197.25	\$19.73	\$216.98
3	21	15	1	\$197.25	\$19.73	\$216.98
3	22	16	1	\$197.25	\$19.73	\$216.98
3	23	46	1	\$197.25	\$19.73	\$216.98
4	24	45	i	\$197.25	\$19.73	\$216.98
4	25	44	1	\$197.25	\$19.73	\$216.98
4	26	43	1	\$197.25	\$19.73	\$216.98
4	27	42	1	\$197.25	\$19.73	\$216.98
4	28	41	1	\$197.25	\$19.73	\$216.98
5	29	17	1	\$197.25	\$19.73	\$216.98
5	30	18	1	\$197.25	\$19.73	
5	31	19	1			\$216.98
5	32	20	1	\$197.25	\$19.73	\$216.98
5	33			\$197.25	\$19.73	\$216.98
5	34	21	1	\$197.25	\$19.73	\$216.98
5	35	-		\$197.25	\$19.73	\$216.98
5		40	1	\$197.25	\$19.73	\$216.98
5	36	39		\$197.25	\$19.73	\$216.98
	37	38	-1-	\$197.25	\$19.73	\$216.98
5	38	31	1	\$197,25	\$19.73	\$216.98
	Total	T-1-1	38	04 400 50	****	84 004 00
	Monthly			\$1,183.53	\$118.35	\$1,301.88
	Annual	rotai		\$14,202.36	\$1,420.24	\$15,622.59

Operating Contribution \$89,948.27
Contingency Contributior \$8,994.83

Total Strata fees \$98,943.10

Strata Plan EPS2387

Magnolia Grove INTERIM OPERATING BUDGET PHASE 1,2,3,4,5 & 6 - total 40 Units

10525-240th St, Maple Ridge

	Interim Operating Budget		
REVENUE	-	101220002100	
Strata Fees	S	107,488.40	
TOTAL REVENUE	\$	107,488.40	
EXPENSES			
ADMINISTRATIVE EXPENSES			
Property Management	5	12,600.00	
Bank Charges	S	180.00	
Sundry, Postage & Copies	5	1,500.00	
Professional - Audit	5	367.50	
Insurance	S	31,000.00	
Insurance Appraisal	S		
Building Envelope	S	4	
TOTAL ADMIN. EXPENSES	\$	45,647.50	
UTILITES			
Sewer and Water	S	9,230.77	
Utilities - Electricity	s	3,846.15	
TOTAL UTILITIES	\$	3,846.15	
BUILDING MAINTENANCE			
Garbage Disposal & Recycling	\$	9.230.77	
General Repairs & Maintenance	S	12,000.00	
Window Washing	S	1,538.46	
Window Cleaning	5	1,538.46	
Storm Water Maintenance	\$	3,500.00	
TOTAL BUILDING MAINTENANCE	\$	27,807.69	
GROUNDS MAINTENANCE			
Landscaping Services	\$	17,300.00	
Irrigation	5	1,500.00	
Hydrants	\$		
Snow Removal	S	615.38	
TOTAL GROUNDS & GARDENS	S S	1,000.00	
TOTAL GROUNDS & GARDENS	3	20,415.38	
TOTAL EXPENSES	\$	97,716.73	
Transfer to Contingency Fund	\$	9,771.67	
TOTAL OPERATING EXPENSES	\$	107,488.40	
NET SURPLUS (DEFICIT)	5	8	

10525-240th St, Maple Ridge PHASE 1, 2, 3, 4, 5 & 6 INTERIM BUDGET SCHEDULE OF STRATA FEES

Phase	Strata Lot #	Unit #	Unit Entitlement	Monthly Operating Contribution	Monthly C.R.F. Contribution	Total Monthly Strata Fee
				Continuum	CONTRADUTOR	Ottoto i e
1	1	47	- 1	\$203.58	\$20.36	\$223.93
1	2	48	1	\$203.58	\$20.36	\$223.93
1	3	49	1	\$203.58	\$20.36	\$223.93
1	4	50	1	\$203.58	\$20.36	\$223.93
1	5	51	1	\$203.58	\$20.38	\$223.93
1	6	52	1	\$203.58	\$20.36	\$223.93
2	7	1	1	\$203.58	\$20.36	\$223.93
2	8	2	1	\$203.58	\$20.36	\$223,93
2	9	3	1	\$203.58	\$20.36	\$223.93
2	10	4	1	\$203.58	\$20.36	\$223.93
2	11	5	1	\$203.58	\$20.36	\$223.93
2	12	6	1	\$203.58	\$20.36	\$223.93
2	13	7	1	\$203.58	\$20.36	\$223.93
2	14	8	1	\$203.58	\$20.36	\$223.93
2	15	9	1	\$203.58	\$20.36	\$223.93
2	16	10	1	\$203.58	\$20.36	\$223.93
3	17	11	1	\$203.58	\$20.36	\$223.93
3	18	12	1	\$203.58	\$20.36	\$223.93
3	19	13	1	\$203.58	\$20.36	\$223.93
3	20	14	1	\$203.58	\$20.36	\$223.93
3	21	15	1	\$203.58	\$20.36	\$223.93
3	22	16	1	\$203.58	\$20.36	\$223.93
3	23	46	1	\$203.58	\$20.36	\$223.93
4	24	45	1	\$203.58	\$20.36	\$223.93
4	25	44	1	\$203.58	\$20.36	\$223.93
4	26	43	1	\$203.58	\$20.36	\$223.93
4	27	42	- 1	\$203.58	\$20.36	\$223.93
4	28	41	1	\$203.58	\$20.36	\$223.93
5	29	17	1	\$203.58	\$20.36	\$223.93
5	30	18	1	\$203.58	\$20.36	\$223.93
5	31	19	1	\$203.58	\$20.36	\$223.93
5	32	20	1	\$203.58	\$20.36	\$223.93
5	33	21	1	\$203.58	\$20.36	\$223.93
5	34	22	1	\$203.58	\$20.36	\$223.93
5	35	40	1	\$203.58	\$20.36	\$223.93
5	36	39	1	\$203.58	\$20.36	\$223.93
5	37	38	1	\$203.58	\$20.36	\$223.93
5	38	37	1	\$203.58	\$20.38	\$223.93
6	39	36	1	\$203.58	\$20.36	\$223.93
6	40	35	1	\$203.58	\$20.36	\$223.93
	Total		40	- Contraction	***************************************	-
	Monthly '	Total		\$1,221.46	\$122.15	\$1,343.61
	Annual T	otal		\$14,657.51	\$1,465.75	\$16,123.2

Operating Contribution \$97,716.73
Contingency Contribution \$9,771.67

Total Strata fees

\$107,488.40

Schedule F

Rental Disclosure Statement



May 13, 2015 Our File No.: 28168

Fleming Olson & Taneda Barristers & Solicitors, Notaries 4038 - 200B Street Langley, BC V3A 1N9

Attention: J.S. Allen Olsen

Dear Mr. Olsen:

Re: Rental Disclosure Statement

Lot 1, DL 406 - 408, Gp 1, NWD, Plan EPP 45286

Development - Magnolia Grove

Developer - Homesite Developments Inc.; Spencer Creek Ventures

This letter will confirm that, as of May 1, 2015, a Rental Disclosure Statement for the above-noted Development was filed with the Superintendent of Real Estate in accordance with the provisions of the Strata Property Act.

Please note that the Superintendent has not reviewed the content of the Rental Disclosure Statement to ensure that it meets the requirements of the Developer or complies with the Strata Property Act.

Please contact our office if you should have any questions with respect to the above matters.

Yours truly, alias-Galvas

Ana Dias-Galvao

Lead, Consumer Disclosure and Approvals

ADG\es

Superintendent of Real Estate

2800 - 555 West Hastings Street Vancouver BC, V6B 4N6 Telephone: 604 660-3555 Facsimile: 604 660-3365

www.fic.gov.bc.ca

Strata Property Act Form I RENTAL DISCLOSURE STATEMENT (Section 139)

10525-240° Street Maple Ridge and legally described as PID: 029-448-760 Lot 1, District Lots 406 and 408 Group 1 NWD Plan EPP45286

This Rental Disclosure Statement is:

[X]	the first Rental Disclosure Statement filed in relation to the above-noted strata plan.
111,000,000	a changed Rental Disclosure Statement filed under Section 139 (4) of the Strata Property Act, and tinal Rental Disclosure Statement filed in relation to the above-noted strata plan was filed onday of 20

- 1. The development described above includes fifty-two (52) 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 [strata lot	Date Rental Period Expires
number as shown on strata plan]	[month, day, year]
Nii	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.

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 fifty-two (52) residential strata lots, as described below, until the date set out opposite each strata lot's description.

Description of Strata Lot [strata lot	Date Rental Period Expires
number as shown on strata plan]	[month, day, year]
Strata Lot 1-52	May 1, 2114

*Section 143 (2) of the Strata Property Act provides that, if this Rental Disclosure Statement is filed after Dacamber 31, 2000, a hylaw that prohibits or limits rontals 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.

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

Dated: May 1, 2015

Homesite Developments (Zeron) Inc.

Mr. Quinn Jeannotte Director

AND

Spencer Creek Ventures Inc.

atorn

Mr. Keith Muir

Director

Schedule G

Contract of Purchase and Sale

in the purpose of purp	NTRACT CHASE AND SALE	[DITTALS
PREPARED BY:	DATE:	PAGE	1 OF PAGE
ADDRESS:	PC:	PHONE	
PER:	List No.:		
SELLER: Spencer Creek Ventures Inc. (Doing business	BUYER:		
as Magnolia Grove Townhomes)	BUYER:		
ADDRESS: c/o 4038 - 200B Street Langley, BC	ADDRESS:		
W271VWV70101			72900
PC: V3A 1N9	DUMANT		PC:
PHONE: 604 534-1234	PHONE:		
RESIDENT OF CANADA X NON-RESIDENT OF CANADA See defined under the Income Tax Act.	OCCUPATION:		
an interest in the Common Property in proportion to the Unit Er	(Property) PID # Pro	n EPS2387 Form V ovided upor	
The Buyer agrees to purchase the Property from the Seller on the following 1. PURCHASE PRICE: The purchase price of the Property will be	terms and subject to the following condition	16.	
	DOLLARS \$		(Purchase Price)
DEPOSIT: A deposit of 5 with Within 48 hours of final subject removal by way of a bank draft of the first of the firs	hich will form part of the Purchase Price, will or certified cheque.	be paid on the	ne following terms:
All monies paid pursuant to this section (Deposit) will be paid in accorda			
in this section 2 and will be delivered in trust to Remax Lifestyle Realty and held in trust in accordance with the provisions of the Real Estate Set this Contract, the Seller may, at the Seller's option, terminate this Contrapition of the Deposit to the Buyer's or Seller's conveyancer (the 'Conveyancer's a Lawyer or Notary, (b) such money is to be of the Real Estate Services Act pending the completion of the transactic sale does not complete, the money should be returned to such party as	ervices Act. In the event the Buyer fails to product. The party who receives the Deposit is a syancer? without further written direction of held in trust by the Conveyancer as stakehorn and not on behalf of any of the principals stakeholder or paid into Court. Includes the following terms and is subject.	uthorized to p the Buyer or S older pursuan to the transac to the followin	t as required by pay all or any seller, provided at to the provisions ation; and (c) if the ag conditions:
in this section 2 and will be delivered in trust to Remax Lifestyle Really and held in trust in accordance with the provisions of the Reaf Estate Se this Contract, the Seller may, at the Seller's option, terminate this Contribution of the Deposit to the Buyer's or Seller's conveyancer (the 'Conve that. (a) the Conveyancer is a Lawyer or Notary, (b) such money is to be of the Reaf Estate Services Act pending the completion of the transactic sale does not complete, the money should be returned to such party as 3. TERMS AND CONDITIONS: The purchase and sale of the Property That the Buyer(s) have READ, UNDERSTAND and AGREE to A	ervices Act. In the event the Buyer fails to product. The party who receives the Deposit is a eyancer') without further written direction of it is held in trust by the Conveyancer as stakeh on and not on behalf of any of the principals stakeholder or paid into Court. Includes the following terms and is subject ALL of the terms and conditions include ad. Unless each condition is waived or deci-	uthorized to p the Buyer or S older pursuan to the transact to the followin d in this Con ared fulfilled to	t as required by pay all or any Seller, provided at to the provisions allon; and (c) if the ag conditions: afract and
in this section 2 and will be delivered in trust to Remax Lifestyle Realty and held in trust in accordance with the provisions of the Real Estate Set this Contract, the Seller may, at the Seller's option, terminate this Contraportion of the Deposit to the Buyer's or Seller's conveyancer (the 'Conveyancer is a Lawyer or Notary, (b) such money is to be of the Real Estate Services Act pending the completion of the transactic sele does not complete, the money should be returned to such party as: 3. TERMS AND CONDITIONS: The purchase and sale of the Property That the Buyer(s) have READ, UNDERSTAND and AGREE to A all of the additional pages. Each condition, if so indicated, is for the sele benefit of the party indicate given by the benefiting party to the other party on or before the date specoposit returnable in accordance with the Real Estate Services Act.	ervices Act. In the event the Buyer fails to product. The party who receives the Deposit is a eyancer') without further written direction of it is held in trust by the Conveyancer as stakeh on and not on behalf of any of the principals stakeholder or paid into Court. Includes the following terms and is subject ALL of the terms and conditions include ad. Unless each condition is waived or deci-	uthorized to p the Buyer or S older pursuan to the transact to the followin d in this Con ared fulfilled to	t as required by pay all or any Seller, provided at to the provisions allon; and (c) if the ag conditions: afract and
in this section 2 and will be delivered in trust to Remax Lifestyle Realty and held in finals in accordance with the provisions of the Real Estate Sethis Contract, the Seller may, at the Seller's option, terminate this Contract, the Deposit to the Buyer's or Seller's conveyancer (the 'Conve that (a) the Conveyancer is a Lawyer or Notary, (b) such money is to be of the Real Estate Services Act pending the completion of the transactic sale does not complete, the money should be returned to such party as: 3. TERMS AND CONDITIONS: The purchase and sale of the Property That the Buyer(s) have READ, UNDERSTAND and AGREE to A all of the additional pages. Each condition, if so indicated, is for the sole benefit of the party indicate given by the benefiting party to the other party on or before the date specuposit returnable in accordance with the Real Estate Services Act. 4. COMPLETION: The sale will be completed on at the appropriate Land Title Office. 5. POSSESSION: The Buyer will have vacant possession of the Propert OR, subject to the following existing tenancies, if any: NONE	ervices Act. In the event the Buyer fails to pract. The party who receives the Deposit is a syancer') without further written direction of a held in trust by the Conveyancer as stakehon and not on behalf of any of the principals stakeholder or paid into Court. Includes the following terms and is subject ALL of the terms and conditions included at Unless each condition is waived or decicified for each condition, this Contract will be the state of the terms and condition to the terms and condition to the terms are condition.	uthorized to phe Buyer or Solder pursuant to the transact to the following d in this Considered fulfilled to be terminated to ye.	t as required by say all or any Galler, provided at to the provisions ction; and (c) if the ag conditions: affract and by written notice thereupon and the (Completion Date)
in this section 2 and will be delivered in trust to Remax Lifestyle Realty and held in finals in accordance with the provisions of the Real Estate Sethis Contract, the Seller may, at the Seller's option, terminate this Contract, the Deposit to the Buyer's or Seller's conveyancer (the 'Conve that (a) the Conveyancer is a Lawyer or Notary, (b) such money is to be of the Real Estate Services Act pending the completion of the transactic sale does not complete, the money should be returned to such party as: 3. TERMS AND CONDITIONS: The purchase and sale of the Property That the Buyer(s) have READ, UNDERSTAND and AGREE to A all of the additional pages. Each condition, if so indicated, is for the sole benefit of the party indicate given by the benefiting party to the other party on or before the date specuposit returnable in accordance with the Real Estate Services Act. 4. COMPLETION: The sale will be completed on at the appropriate Land Title Office. 5. POSSESSION: The Buyer will have vacant possession of the Propert OR, subject to the following existing tenancies, if any: NONE	ervices Act. In the event the Buyer fails to pract. The party who receives the Deposit is a syancer') without further written direction of a held in trust by the Conveyancer as stakehon and not on behalf of any of the principals stakeholder or paid into Court. Includes the following terms and is subject ALL of the terms and conditions include ad. Unless each condition is waived or decicified for each condition, this Contract will be the state of the terms and condition to the terms and condition to the terms are condition.	uthorized to p the Buyer or S older pursuant to the transact to the followin d in this Con sired fulfilled it a terminated to ye. ye. and other cha	t as required by say all or any Galler, provided at to the provisions ction; and (c) if the ag conditions: affract and by written notice thereupon and the (Completion Date) (Passession Date)
in this section 2 and will be delivered in trust to Remax Lifestyle Realty and held in first in accordance with the provisions of the Real Estate Set this Contract, the Seller may, at the Seller's option, terminate this Contribution of the Deposit to the Buyer's or Seller's conveyancer (the 'Conve that (a) the Conveyancer is a Lawyer or Notary, (b) such money is to be of the Real Estate Services Act pending the completion of the transactic sale does not complete, the money should be returned to such party as: 3. TERMS AND CONDITIONS: The purchase and sale of the Property That the Buyer(s) have READ, UNDERSTAND and AGREE to A all of the additional pages. Each condition, if so indicated, is for the sole benefit of the party indicate given by the benefiting party to the other party on or before the date special returnable in accordance with the Real Estate Services Act. 4. COMPLETION: The sale will be completed on at the appropriate Land Title Office. 5. POSSESSION: The Buyer will have vacant possession of the Propert OR, subject to the following existing tenancies, if any. NONE 3. ADJUSTMENTS: The Buyer will assume and pay all taxes, rates, loc including, the date set for adjustments, and all adjustments both incoming the Contract and further than the Contract and further including the Contract and further including the Contract and further including garage door opening system, window screens (on opening garage).	ervices Act. In the event the Buyer fails to proceed the proposition of the party who receives the Deposition of eyancer') without further written direction of eyancer') without further written direction of a held in trust by the Conveyancer as stakehon and not on behalf of any of the principals stakeholder or paid into Court. Includes the following terms and is subject NLL of the terms and conditions include ad. Unless each condition is waived or decicitied for each condition, this Contract will be the state of the terms and condition of the terms and condition is waived or decicitied for each condition, this Contract will be the state of the terms and condition of the terms and condition of the terms and condition of the terms and the terms and the terms and the terms are the second of the terms and the terms and the terms are the terms are the terms and the terms are	uthorized to a the Buyer or S older pursuant to the transact to the followin d in this Con and fulfilled b a terminated to ye. ye. and other cha made as of in the Commo d all schedule	t as required by pay all or any Seller, provided at to the provisions clion, and (c) if the ag conditions: afract and by written notice thereupon and the (Completion Date) (Possession Date) arges from, and on Property as as attached thereto,
in this section 2 and will be delivered in trust to Remax Lifestyle Realty and held in trust in accordance with the provisions of the Real Estate Set this Contract, the Seller may, at the Seller's option, terminate this Contraphinous of the Deposit to the Buyer's or Seller's conveyancer (the 'Convey portion of the Deposit to the Buyer's or Seller's conveyancer (the 'Convey that (a) the Conveyancer is a Lawyer or Notary, (b) such money is to be of the Real Estate Services Act pending the completion of the transactic sale does not complete, the money should be returned to such party as: 3. TERMS AND CONDITIONS: The purchase and sale of the Property That the Buyer(s) have READ, UNDERSTAND and AGREE to A all of the additional pages. Each condition, if so indicated, is for the sole benefit of the party indicate given by the benefiting party to the other party on or before the date special returnable in accordance with the Real Estate Services Act. 4. COMPLETION: The sale will be completed on at the appropriate Land Title Office. 5. POSSESSION: The Buyer will have vacant possession of the Propert OR, subject to the following existing tenancies, if any: NONE 5. ADJUSTIMENTS: The Buyer will assume and pay all taxes, rates, to including, the date set for adjustments, and all adjustments both incoming (in the Contract and the addendums to this Contract and furthe inCLUDING garage door opening system, window screens (on or	ervices Act. In the event the Buyer fails to proceed the properties and the Deposit is a syancer') without further written direction of a held in trust by the Conveyancer as stakehorn and not on behalf of any of the principals stakeholder or paid into Court. Includes the following terms and is subject ALL of the terms and conditions included and the terms and conditions included and the terms and conditions included and the terms and condition is waived or deciding for each condition, this Contract will be the terms and condition the Contract will be the terms and conditions are selected as the terms and condition is waived or deciding for each condition, this Contract will be the terms and conditions the contract will be the terms and outgoing of whatsoever nature will be and outgoing of whatsoever nature will be a described in the Disclosure Statement and pening windows), electric fireplace and	uthorized to phe Buyer or Solder pursuant to the following d in this Consared fulfilled to a terminated to yer, and other chairman and other chairman and other chairman and other chairman and schedule exhaust fan	t as required by pay all or any Geller, provided at to the provisions ction, and (c) if the ag conditions: all continues age conditions: age c





PROPERTY ADDRESS: Unit , 10525 - 240th Street, Maple Ridge, BC

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PAGES

- 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, charges within the Disclosure Statement and registered
 or pending restrictive covenants and rights-of-way in favour of utilities and public authorities except as otherwise set out herein.
- 10. TENDER: Payment of monies by the Buyer to the Seller will be by certified cheque or Lawyer's/Notary's/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.
- 12. TIME; Time will be of the essence hereof, and unless the belance of the cash payment is paid and such formal agreements to pay the belance as may be necessary is entered into on or before the Completion Date, the Selfer may at the Selfer's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeitled to the Selfer in accordance with the Real Estate Services Act, on account of damages, without prejudice to the Selfer'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 mortgage's conditions for funding except lodging of 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 mortgage of the mortgage proceeds pursuant to standard undertakings (the "Undertakings").
- 14. CLEARING TITLE: If the Seller has existing financial charges to be cleared from title, the Seller, white 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 Undertaking 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 cleaning 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 12:01s m. 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, all of which will survive the completion of the sale. The Buyer accepts the responsibility to verify and obtain in writing ALL verbal representations, if any, that the Buyer may be relying upon or deems to be significant or important.
- 19. PERSONAL INFORMATION: The Buyer agrees to the collection, use, disclosure and release of ALL information collected to any other party.
- 20. AGENCY DISCLOSURE: The Selier and the Buyer acknowledge having received, read and understood the brochute published by the British
 Columbia Real Estate Association entitled Working With a REAL TORNS and acknowledge and confirm as follows:

 (a) the Selier has an agency relationship with

 (b) the Buyer has an agency relationship with

 (c) the Buyer and the Selier have consented to a limited dual agency relationship with

 (c) the Buyer and the Selier have consented to a limited dual agency relationship with

 (d) the Buyer and the Selier have consented to a limited dual agency relationship with

 (e) the Buyer and the Selier have consented to a limited dual agency relationship with

 (f) the Buyer and the Selier have consented to a limited dual agency relationship with

 (g) the Buyer and the Selier have consented to a limited dual agency relationship with

 (g) the Buyer and the Selier have consented to a limited dual agency relationship. If only (B) has been completed, the Selier is acknowledging no agency relationship.
- 21. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either: a) fulfill or waive the terms and conditions herein contained; and/or b) exercise any option(s) herein contained.
- 22. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SHOW.

3. OFFER: This offer, or counte	r-offer, will be open for acceptance until	4 o'clock	p m. on
	, yr.	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 bind	ting Contract of Purchase and	Sale on the terms and conditions set forth.
X		(2	EAL)
(WITNESS)	(BUYER)	7	(PRINT NAME)
X		(5	EN)
(WITNESS)	(SUYER)		(PRINT NAME)

24. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay 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.	The Sellers acceptance is dated		. yr.
X (WITHESS) X (WITHESS)	(SELLER)	(SEA) per Spencer	(PRINT NAME) Creek Ventures Inc. (PRINT NAME)
RÉV. Augrīti			VELOPMENTS (ZERON) INC.





PAGE 3 of	PAGES
DATE:	
LICT NO.	

PROPERTY ADDRESS: U	Init , 10525 - 240th Street, Maple Ric	dge, BC
URTHER TO THE CONTRAC	T OF PURCHASE AND SALE DATE	MADE BETWEEN Spencer Creek Ventures In
S SELLER, AND	C. O. C. GOTOL PINE POTOL OFFICE	The delivered Special States of the States o
	HE ABOVE-MENTIONED PROPERTY. THE UN	IDERSIGNED HEREBY AGREE AS FOLLOWS:
25. GENERAL	THE THOUSE MENTIONED FIND ENTING THE OF	DE GOODE HE NED TO THE TOTAL THE TELESTIC
(1) It is a fundamental te the Completion Date, a c		have finished all work, and delivered to the Buyer, by ity/Regional District Occupancy Certificate or other leted, and ready for occupancy.
prior to signing this Cont under which the propose	ract and the provisions of the Disclosur of Strata Lot is sold and purchased. (E	gnolia Grove Disclosure Statement" dated April 5, 2016 re Statement and the terms of this Contract are the term ach Buyer prints below: I [full legal name] have had a Statement Provided to me dated April 5, 2016.
certified cheque (to the p Property at the time the someet the terms and co- the Contract, and, in suc Developer/Seller on accor- ready willing and able to	party indicated in section 2). All monies sale completes. In any such case, if the proditions in the Contract, the Developer the event, the amount paid by the Buyer ount of damages, without prejudice to the complete and has met the terms and complete and has met the terms and complete.	ars of final subject removal by way of a bank draft or spaid will be applied toward the purchase price of the esale does not complete due to the Buyer not being able "/Seller may at the Developer/Seller's option, terminate will be non-refundable and absolutely forfeited to the the Developer/Seller's other remedies. If the Buyer is conditions in the Contract and the Developer/Seller
	irty as described in the Contract, the an have any further recourse against the D	nount paid by the Buyer will be refunded to the Buyer Developer/Seller.
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and the Buyer shall not he (4) The Buyer agrees to Property on their website and all information public "Without Prejudice". The original marketing material upon any other material	nave any further recourse against the D allow Homesite Developments Inc. (the e for as long as Homesite Development shed on the Internet or in print is only a: e Buyer accepts that the Developer/Sell lals were published on the website, in p except what has been included within t	peveloper/Seller. parent company) to include information about the is Inc., and their assigns, wishes to do so and that any in approximation of the Property and is published ler has made many changes/improvements since the print and discussed and that the Buyer is not relying this Contract of Purchase and Sale.
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CONTRACT OF PURCHASE AND SALE ADDENDUM



AS SELLER, AND

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PROPERTY ADDRESS:	Unit	, 10525 - 240th Street, Maple Ridge, BC			
FURTHER TO THE CONTR	RACTOF	PURCHASE AND SALE DATE	MADE BETWEEN	Spencer Creek	Ventures Inc

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

25. GENERAL: Continued from previous page

- (6) The Seller and the Buyer acknowledge and agree that this Contract DOES NOT adopt CBA Standard Undertakings.
- (7) The Buyer is aware and agrees to the legal description of the Development and Property title changing after the strata plan has been registered at the Land Title Office.
- (8) The Buyer agrees that any notice required in connection with this Contract, Disclosure Statement or any other related material is deemed to be delivered if it is delivered in person or emailed either to the Buyer, the Buyer's Solicitor or the Buyer's real estate brokerage (Realtor).
- (9) The Buyer has reviewed the current Title (PID 029-448-760) and agrees to accept all charges and encumbrances that are on the title as of the date of signing this contract except for any existing financial charges (mortgages). The Buyer further understands that the title will be affected by further charges and encumbrances that are listed in the Disclosure Statement dated April 20, 2016 and further amendments.
- (10) The Buyer agrees that the Developer/Seller may, upon receipt of another acceptable offer deliver a written notice to the Buyer, or to the Buyer's Broker, requiring the Buyer to remove all conditions from the contract within 72 hours of the delivery of the notice, not to include Sundays and Statutory Holidays. Should the Buyer fail to remove all the conditions before the expiry of the notice period, the contract will terminate.
- (11) The Buyer and Seller agree that faxed or emailed copies of this Contract are acceptable and binding.
- (12) The Buyer agrees that the Developer/Seller may extend the Completion, Possession and Adjustment dates up to sixty (60) days not including weekends or statutory holidays if deemed necessary by the Developer/Seller by delivering written notice to the Buyer or the Buyer's Broker that the Developer/Seller is exercising their right to adjust the dates and stating the new Completion, Possession and Adjustment dates.

26. CONSTRUCTION:

- (1) This Contract shall remain in full force and effect notwithstanding that the building plans and specifications (including without limitation features, design, materials, layout, location, size and number of windows and doors and common facilities) may be varied by the Seller, as deemed desireable and reasonable in the sole opinion of the Seller and/or the Seller's project architect, or as may be required by any authorities, and that in any such event the Buyer shall not have any claim or cause of action against the Developer/Seller.
- (2) The Buyer is aware and accepts that actual construction may vary from the details in the marketing materials and display homes. Unit-by-unit, variations will occur due to lot topography, building seperations, view lines, and architectural variances created to comply with the requirements of the City of Maple Ridge for the Development to produce a variety of external building appearances. These variations may include, among other things, differences in room configurations and dimensions as well as window sizes, window seats and service utility and electrical closets and may affect the actual area dimensions of the unit.

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	LIST NO.4
PROPERTY ADDRESS: Unit , 10525 - 240th Street, Maple Ridge	ge, BC
FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATE	MADE BETWEEN Spencer Creek Ventures Inc.

AS BUYER AND COVERING THE ABOVE-MENTIONED PROPERTY. THE LINDERSIGNED HEREBY AGREE AS FOLLOWS:

26. CONSTRUCTION: Continued from previous page

- (3) Due to the natural variations of colour and texture in wood, stone, laminate and dye lots of tile, carpet and other components of the Strata Lot unit and the fact that the colour of natural products will change over time, the finishes of the components of the Strata Lot may differ from the colour and textures shown in the display suite and any samples provided or viewed by the Buyer. These variations are inherent characteristics which cannot be fully controlled and the Seller does not guarantee an exact match on the interior or exterior.
- (4) The Buyer agrees that should certain materials not be readily available to the Seller, the Seller reserves the right to select substitute materials of equal or appropriate similar grade, at the Developer/Seller's discretion.
- (5) Circumstances beyond the control of the Developer/Seller including but not limited to a hurricane, flood, earthquake, volcanic eruption, war, strike, riot, crime, labour disputes, lockouts, climatic conditions, act of Governmental Authorities, inability to obtain or delay in obtaining labour, materials or equipment, flood, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, fire, explosion or accident however caused, interference by the Buyer or any other acts of God, or any other circumstances whatsoever beyond the exclusive control of the Developer/Seller that cause a delay extend the Completion Date by that same amount of time, and, if the Developer/Seller is not able to deliver the Property by the agreed upon date the Deposit may be forthwith refunded to the Buyer and the Buyer will have no further recourse against the Developer/Seller.
- (6) The Buyer is purchasing the Property with full awareness and accepts that the Property is a phased development and there will be, from time to time, related construction, noise, odors, dust and dirt adversely impacting the use and enjoyment of the development's residents, occupants and visitors/guests.

27. COSTS (that may be incurred):

- (1) Unless expressly stated otherwise in this Contract, the Buyer and Seller agree to each be responsible for their own share of taxes and other Customary Costs as described on the "INFORMATION ABOUT THIS CONTRACT" sheet that is attached to this Contract.
- (2) The Buyer agrees that the Buyer's lawyer/notary will be responsible for, and will pay for, the costs to deliver purchase documents, including a properly prepared Form A Transfer and Statement of Adjustments, at least two (2) full weekdays in advance of the Completion Date, and to deliver, at the Buyer's cost, before 3:00pm on the Completion Date, the full amount required to complete, to the Seller's lawyer/notary.

28. TAXES

- (1) The Buyer and Seller agree to each obtain independant tax, accounting and legal advice from a qualified individual.
- (2) The Buyer understands that this Property, and other included items, are in a NEW condition and agrees to be responsible for the payment of ALL Goods and Services Tax (and ANY other applicable taxes including property transfer tax, service or transition taxes, value added taxes or PST) in accordance with ALL of the Act(s) and regulations by all legal authorities and that the Property is sold exclusive of all applicable taxes including all housing rebates.

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PROPERTY ADDRESS:	Unit	10525 - 240th	Street	Manle Ridge	BC

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATE

MADE BETWEEN Spencer Creek Ventures Inc.

AS SELLER, AND

AS BUYER AND COVERING THE ABOVE-MENTIONED PROPERTY. THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

29. OWNERSHIP:

- (1) The Buyer and Seller agree that the Buyer's lawyer/notary will hold back from the sale proceeds an amount equal to 7% of the gross purchase price and forward to the Seller's lawyer to be held in trust for 55 days from the Completion Date. The Buyer's lawyer/notary will do a title search for Builders liens and advise the Seller by the 56th day of any liens. In the event the Seller's lawyer/notary is not notified by the 60th day then this holdback shall be released promptly to the Seller in full. The Buyer agrees that any holdback amount may not be used for any other purposes including payment of legal fees and/or disbursements to any party.
- (2) The Seller warrants that the Seller is duly licensed pursuant to the Homeowner Protection Act and that the Development is covered by a 2-5-10 New Home Warranty program provided by National Home Warranty. The Buyer and Seller agree that the Buyer and an authorized technical representative of the Seller together will conduct a walk-through inspection of the property no later than 5 days before Completion Date. The Parties will, immediately after completion of the walk-through inspection, complete a deficiency list of mutually agreed upon items to be remedied by the Seller. Any dispute concerning completion of deficiencies will be settled by a representative of National Home Warranty Company. The Buyer agrees to provide the Seller or a representative of the Seller access to the residence during reasonable business hours on 48 hours prior notice to repair any outstanding deficiencies between the hours of 8:00am and 5:00pm, Monday to Saturday, after the Completion Date. Should reasonable access not be provided by the Buyer after two (2) attempts are made by the Seller, the Seller is absolved from performing any repairs or deficiencies outstanding on the Completion Date.
- (3) The Buyer is aware and accepts responsibility for payment of a monthly strata fee that will be assessed to the Unit after the Completion Date, an interim budget may cause a higher fee for a temporary period for the first phases up to a maximum amount of \$250.00 per Strata Lot per month. There may be special assessments from time to time or the monthly strata fees may change from time to time if the Strata Corporation makes those change(s).
- (4) Section 18 shall not merge on the completion of the purchase of the Property.
- (5) The Buyer understands that there are many reasons why the Developer/Seller may be required access to all portions of the Strata Lot, Common Property and Limited Common Property, including but not limited to, installing or maintaining the landscaping, repairing or extending fences, adjusting final grading to match to future phases, assembly of scaffolding or parking of a sky lift to enable the Developer/Seller to complete future phases and any other necessary access to and over the Property, including any portion of the Strata Lot, Common Property and Limited Common Property for as long as required to complete all of the construction necessary and to repair, maintain and service for any period during the 2-5-10 warranty period and beyond the warranty period if the Developer/Seller requires. The Buyer further agrees to jointly assist the Developer/Seller to care for the plants during any dry periods if directed to do so, and agrees to allow the Developer/Seller, and their agents, access and permission to use water from exterior bibs and all other things necessary to care for or replace soft and hard landscapes with 48 hours notice 8:00am and 5:00pm daily.
- (6) The Buyer agrees to abide by the strata bylaws that govern the use and enjoyment of the Property, Limited Common Property and the Common Property.

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S BUYER AND COVERING TH	HE ABOVE-MENTIONED PROPERTY, THE UNI	DERSIGNED HEREBY AGRE	E AS FOLLOWS:
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ranted by the Seller, furt	to assign any interest in this Contract ther, the Buyer agrees not to market, a wenty-four (24) months after the date of	dvertise or resell their rig	
	veloper/Seller owns in the Developmen operty for construction or storage until t		
carrying out promotions Development, except in s Development; and,	al activities, advertising units for sale or strata lots that it no longer owns, for so	long as the Developer/Se	eller owns any part of the
f, the Buyer covenants w Developer.	rith the Seller to do all things necessary	to permit and facilitate r	marketing activities of the
D. OPTIONS: Selected a	as indicated		
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	ir conditioning in three upper level bedr	ooms and the main level	I great room is included in
nis Contract.	and the same of th	all almosts to book about to	this Control
	ne closets upgraded to wood shelves in ne built-in vacuum system is included in		this Contract.
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31. DISCLOSURE STATEMENT:

ADDITIONAL RIGHTS PURSUANT TO POLICY STATEMENT NUMBER 5

If the developer has obtained approval in principle, as described in paragraph 5 of this Policy Statement, to construct or otherwise create the development units from the appropriate municipal or other government authority, the superintendent will permit a developer to begin marketing on complying with the following terms and conditions:

- (a) The estimated date, as disclosed in the disclosure statement, for the issuance of a building permit, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;
- (b) The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period. The developer must also either:
 - prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or
 - (ii) upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the developer has decided not to proceed with the development;

- (c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following provisions:
 - (i) The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

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	dı	uring the 9 month period, all units in the dev	ten notice without delay to the superintendent if, relopment property being marketed under this as decided not to proceed with the development.
(c)	sale o		with respect to any development unit offered for amendment to the disclosure statement that mmitment, contains the following terms:
	(1)	financing commitment is not received by disclosure statement was filed, the purc agreement at any time after the end of the is received by the purchaser;	ment that sets out particulars of a satisfactory y the purchaser within 12 months after the initial haser may at his or her option cancel the purchase hat 12 month period until the required amendment
	(ii)	The amount of the deposit to be paid by amendment to the disclosure statement commitment is no more than 10% of the	a purchaser who has not yet received an that sets out particulars of a satisfactory financing purchase price; and
	(iii)		ng interest earned if applicable, will be returned
End of	Section	31 Statutory Disclosure	
32. SU	BJECTS	S:	
Protect		and that the mandatory warranty insurance pur	Seller is duly licensed pursuant to the Homeowner suant to that Act is in place. This condition is for the sole
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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, the 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
 - signed documents to the Buyer's Lawyer or Notary.

 (c) The Buyer's Lawyer or Notary then ettends 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.
- 4. POSSESSION: (Section 5) The Buyer should make arrangements though the real estate agents for obtaining possession. The Seller will not let the Buyer move in before the Seller has actually received the sale proceeds.
- 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. encroschments 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

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses: attending to execution of documents. Costs of clearing title, including; - discharge fees charged by encumbrance holders. prepayment penalties.

Real Estate Commission (plus GST). Goods and Services Tax.

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:

- searching title,
- investigating title, drafting documents,
- Land Title Registration fees. Survey Certificate (if required).

Costs of Mortgage, including:

- mortgage company's Lawyer/Notary.
- appraisal (if applicable). - Land Title Registration fees

Fire Insurance Premium Sales Tax (if applicable)

Property Transfer Tax (if applicable) Goods and Services Tax (if applicable).

- 7. RISK: (Section 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
- 8. FORM OF CONTRACT: This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your
 - a house or other building under construction

 - a lease
- 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.



HEV: Aug/15

CONTRACT OF PURCHASE AND SALE ADDENDUM

PAGE	of	PAGES
DATE:		

COPYRIGHT - HOWESITE DEVELOPMENTS (ZERON) INC.

LIST NO.: PROPERTY ADDRESS: Unit , 10525 - 240th Street, Maple Ridge, BC MADE BETWEEN Spencer Creek Ventures Inc. FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATE AS SELLER, AND AS BUYER AND COVERING THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS: (WITNESS) X (BUYER) PRINT NAME X (BL/YER) X (WITNESS) PRINT NAME per: Spencer Creek Ventures Inc. X (WITNESS) X (SELLER) X (WITNESS) X (BELLER) PRINT NAME

Sin.				
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REV. Aug/15

CONTRACT OF PURCHASE AND SALE ADDENDUM

PAGE	of	PAGES

PRINT NAME

COPYRIGHT - HOMESITE DEVELOPMENTS (ZERON) INC.

			PAGE of	PAGE
			DATE:	
			LIST NO.:	
PROPERTY ADDRESS: U	nit , 10525 - 240th Street, Maple Rid	ge, BC		
FURTHER TO THE CONTRACT	T OF PURCHASE AND SALE DATE	MADE BETV	WEEN Spencer Creek Ve	ntures Inc.
AS SELLER, AND		W/S9/34/0		
AS BUYER AND COVERING T	HE ABOVE-MENTIONED PROPERTY, THE UNI	PERSIGNED HEREBY AG	REE AS FOLLOWS:	
(MITHESS)	X IBUYER; X (BUYER)		PRINT NAME PRINT NAME	
(WITNESS)	X	(SEAL) per: Sy (SEAL)	pencer Creek Ventures II	nc.
(WITNESS)	X (SELLER)	0	PRINT NAME	

Schedule I

Development Approvals



	_	Date:	July 22, 2015
	_	Property Address:	10525 240 St Blk 1 - Ph 2
	_	Permit #:	15-104980
Description		Fees	Totals
Total Building Permit Fees Owing		5,943.26	
On-site Services Fees	_	\$600.00	
Total Permit Fees			\$6,543.2
D.C.C. Municipal		11,169.00	
G.V.S. & D.D. D.C.C.	_	10,605.00	
Total D.C.C.		_	21,774.0
Total D.C.C. & Permit Fees			\$28,317.2
Highway Use Permit			0.0
Other (Type in what the item is)			0.0
Landscape Security Fee			0.0
Environmental Security Fee			0.0
Development Security (separate cheque required) Grand Total Due for Issuance)	_	0.0 \$28,317.2
	_		£0.000.0
School Site Aquisition Fee (payable to School Bo ***Copy of Receipt to be provided to building cou			\$9,000.00
D.C.C. 8	& G.V.S. & D.	D. D.C.C. Breakdown	
D.C.C.		\$11,169.00	(Cash)
(L.O.C. only if in excess of \$50,000)	#	\$0.00	(L.O.C.)
G.V.S. & D.D. D.C.C.	#	\$10,605.00	(Cash)
(L.O.C. only if in excess of \$50,000)		\$0.00	(L.O.C.



	_	Date:	July 22, 2015
	_	Property Address:	10525 240 St Blk 2 - Ph 2
	_	Permit #:	15-105029
Description		Fees	<u>Totals</u>
Total Building Permit Fees Owing		4,340.24	
On-site Services Fees		\$750.00	
Total Permit Fees	_	· ·	\$5,090.24
D.C.C. Municipal		0.00	
G.V.S. & D.D. D.C.C.		0.00	
Total D.C.C.			0.00
Total D.C.C. & Permit Fees		_	\$5,090.24
Highway Use Permit			0.00
Other (Type in what the item is)			0.00
Landscape Security Fee			0.00
Environmental Security Fee			0.00
Development Security (separate cheque required)		_	0.00
Grand Total Due for Issuance			\$5,090.24
School Site Aquisition Fee (payable to School Board			\$0.00
Copy of Receipt to be provided to building counter	*		
D.C.C. & G.V	V.S. & D.	D. D.C.C. Breakdown	
D.C.C.		\$0.00	(Cash)
(L.O.C. only if in excess of \$50,000)	#	\$0.00	(L.O.C.)
G.V.S. & D.D. D.C.C.	#	\$0.00	(Cash)
(L.O.C. only if in excess of \$50,000)		\$0.00	(L.O.C.)



	_	Date:	July 20, 2015
	_	Property Address:	10525 240 St Blk 3 - Ph 3
		Permit #:	15-105045
Description		Fees	<u>Totals</u>
Total Building Permit Fees Owing		5,943.26	
On-site Services Fees Total Permit Fees	_	\$600.00	\$6,543,26
rotal refinit rees			\$0,545.20
D.C.C. Municipal		77,958.00	
G.V.S. & D.D. D.C.C.	_	9,090.00	
Total D.C.C. Total D.C.C. & Permit Fees		_	87,048.00 \$93,591.26
			4,5,5,7,1,2,5
Highway Use Permit			0.00
Other (Type in what the item is)			0.00
Landscape Security Fee Environmental Security Fee			0.00
Development Security (separate cheque required	d)		0.00
Grand Total Due for Issuance		_	\$93,591.26
School Site Aquisition Fee (payable to School B	oard)		\$5,400.00
***Copy of Receipt to be provided to building co	unter**		
D.C.C.	& G.V.S. & D. [D. D.C.C. Breakdown	
D.C.C.		\$25,986.00	(Cash)
(L.O.C. only if in excess of \$50,000)	#	\$51,972.00	(L.O.C.)
G.V.S. & D.D. D.C.C.	#	\$9,090.00	(Cash)



	_	Date:	July 22, 2015
	_	Property Address:	10525 240 St Blk 4 - Ph 5
	_	Permit #:	15-105046
Description		Fees	Totals
Total Building Permit Fees Owing		6,588.04	
On-site Services Fees Total Permit Fees	_	\$600.00	\$7,188.04
D.C.C. Municipal G.V.S. & D.D. D.C.C.		77,958.00 9,090.00	
Total D.C.C.	_	2,000.00	87,048.00
Total D.C.C. & Permit Fees		_	\$94,236.04
Highway Use Permit			0.00
Other (Type in what the item is)			0.00
Landscape Security Fee			0.00
Environmental Security Fee			0.00
Development Security (separate cheque required Grand Total Due for Issuance	,	-	0.00 \$94,236.04
School Site Aquisition Fee (payable to School Bo	oard)		\$5,400.00
***Copy of Receipt to be provided to building cou			
D.C.C. 8	& G.V.S. & D.	D. D.C.C. Breakdown	
D.C.C.		\$25,986.00	(Cash)
(L.O.C. only if in excess of \$50,000)	#	\$51,972.00	(L.O.C.)
G.V.S. & D.D. D.C.C.	#	\$9,090.00	(Cash)
(L.O.C. only if in excess of \$50,000)	#	\$0.00	(L.O.C.)



	_	Date:	July 20, 2015
	_	Property Address:	10525 240 St Blk 5 - Ph 7
	_	Permit #:	15-105080
Description		Fees	<u>Totals</u>
Total Building Permit Fees Owing		5,943.26	
On-site Services Fees	_	\$450.00	
Total Permit Fees			\$6,393.26
D.C.C. Municipal		155,916.00	
G.V.S. & D.D. D.C.C.		18,180.00	
Total D.C.C.			174,096.00
Total D.C.C. & Permit Fees			\$180,489.26
Highway Use Permit			0.00
Other (Type in what the item is)			0.00
Landscape Security Fee			0.00
Environmental Security Fee			0.00
Development Security (separate cheque required)		_	0.00
Grand Total Due for Issuance			\$180,489.26
School Site Aquisition Fee (payable to School Board)			\$10,800.00
***Copy of Receipt to be provided to building counter**	+		
D.C.C. & G.V.S	. & D.	D. D.C.C. Breakdown	
D.C.C.	#	\$51,972.00	(Cash)
(L.O.C. only if in excess of \$50,000)	#	\$103,944.00	(L.O.C.)
G.V.S. & D.D. D.C.C.	#	\$18,180.00	(Cash)
(L.O.C. only if in excess of \$50,000)	#	\$0.00	(L.O.C.)



	Property Address:	10525 240 St Blk 6 - I	Ph 7
	Permit #:	15-105082	
	Fees	Totals	
	6,805.34		
	\$1,050.00	\$	7,855.34
	0.00		
	0.00		
	_		0.00
		\$1	7,855.34
			0.00
			0.00
			0.00
			0.00
	_		0.00
		\$1	7,855.34
			\$0.00
>×			
5. & D. D.	D.C.C. Breakdown		
#	\$0.00		(Cash)
#	\$0.00		(L.O.C.)
#	\$0.00		(Cash)
	\$0.00		(L.O.C.)
	5. & D. D.	Fees 6,805.34 \$1,050.00 0.00 0.00 0.00	Permit #: 15-105082



		Date:	July 22, 2015
		Property Address:	10525 240 St Blk 7 - Ph 6
		Permit #:	15-105085
Description		Fees	Totals
Fotal Building Permit Fees Owing		6,805.34	
On-site Services Fees	_	\$1,050.00	
Total Permit Fees			\$7,855.34
D.C.C. Municipal		77,958.00	
G.V.S. & D.D. D.C.C.		9,090.00	
Total D.C.C.			87,048.00
Total D.C.C. & Permit Fees			\$94,903.34
Highway Use Permit			0.00
Other (Type in what the item is)			0.00
andscape Security Fee			0.00
Environmental Security Fee			0.00
Development Security (separate cheque require	d)	_	0.00
Grand Total Due for Issuance			\$94,903.3
School Site Aquisition Fee (payable to School E			\$5,400.00
Copy of Receipt to be provided to building co	ounter		
D.C.C.	. & G.V.S. & D. D.	D.C.C. Breakdown	
D.C.C.		\$25,986.00	(Cash)
(L.O.C. only if in excess of \$50,000)	#	\$51,972.00	(L.O.C.)
G.V.S. & D.D. D.C.C.	#	\$9,090.00	(Cash)



		Date:	July 22, 2015
	_	Property Address:	10525 240 St Blk 8 - Ph 4
	_	Permit #:	15-105087
Description		Fees	Totals.
Total Building Permit Fees Owing		6,805.34	
On-site Services Fees		\$1,050.00	
Total Permit Fees			\$7,855.34
D.C.C. Municipal		77,958.00	
G.V.S. & D.D. D.C.C.		9,090.00	
Total D.C.C.		_	87,048.00
Total D.C.C. & Permit Fees			\$94,903.34
Highway Use Permit			0.00
Other (Type in what the item is)			0.00
Landscape Security Fee			0.00
Environmental Security Fee			0.00
Development Security (separate cheque require	ed)	_	0.00
Grand Total Due for Issuance			\$94,903.34
School Site Aquisition Fee (payable to School			\$5,400.00
Copy of Receipt to be provided to building o	ounter		
D.C.C	. & G.V.S. & D. D	. D.C.C. Breakdown	
D.C.C.		\$25,986.00	(Cash)
(L.O.C. only if in excess of \$50,000)	#	\$51,972.00	(L.O.C.)
G.V.S. & D.D. D.C.C.	#	\$9,090.00	(Cash)



Property Address:	10525 240 St Blk 9 - Ph 1
Permit #:	15-105088
Fees	Totals
7,755.34	
\$1,050.00	£0.005.24
	\$8,805.34
25,890.00	
9,090.00	
_	34,980.00 \$43,785.34
	\$43,763.34
	0.00
	0.00
	0.00
	0.00
_	\$43,785.34
	\$5,400.00
D. D. D.C.C. Breakdown	
\$25,890.00	(Cash)
\$0.00	(L.O.C.)
\$9.090.00	(Cash)
\$0.00	(L.O.C.)
	Permit #: Fees. 7,755.34 \$1,050.00 25,890.00 9,090.00 4 D. D. D.C.C. Breakdown \$25,890.00 \$0.00



Deep Apole Greater Heighte

December 5, 2014

File No: 3360-20/2011-019-RZ

Spencer Creek Ventures Inc. 2201 204A Street Langley, BC V2Z 2A2

Dear Spencer Creek Ventures Inc.:

Re: Maple Ridge Zone Amending Bylaw No. 6864-2011

Please be advised that the above noted Bylaw was adopted by Municipal Council at the regular meeting November 4, 2014,

A copy of the Bylaw is attached for your records.

Please feel free to contact the Planning Department staff at 604-467-7341 should you have any further questions or concerns.

Yours truly,

Ceri Marlo

Manager of Legislative Services

/aa

Attachment

cc;

Planning Department B.C. Assessment Authority

District of Meple Ridge 11995 Haney Place, Maple Ridge, BC V2X 6A9 Canada + Tel: 604-463-5221 • Fax: 604-467-7329 =nouiries@manleridge.ca • www.manleridge.ca



CORPORATION OF THE DISTRICT OF MAPLE RIDGE

BYLAW NO. No 6864 - 2011

A Bylaw to amend Map "A" forming part of Zoning Bylaw No. 3510 – 1985 as amended.

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 3510 - 1985 as amended;

NOW THEREFORE, the Municipal Council of the Corporation of the District of Maple Ridge, enacts as follows:

- This Bylaw may be cited as "Maple Ridge Zone Amending Bylaw No. 6864 2011"
- 2. Those parcels or tracts of land and premises known and described as:

Parcel "A" (Explanatory Plan 16557) Lot 3 District Lots 406 and 408 Group 1 New Westminster District Plan 3825

Lot 9 District Lots 406 and 408 Group 1 New Westminster District Plan 29456

Lot 3 Except: Parcel "A" (Explanatory Plan 16557); District Lots 406 and 408 Group 1 New Westminster District Plan 3825

and outlined in heavy black line on Map No. 1544 a copy of which is attached hereto and forms part of this Bylaw, are hereby rezoned to RM-1 (Townhouse Residential)

 Maple Ridge Zoning Bylaw No. 3510 – 1985 as amended and Map "A" attached thereto are hereby amended accordingly.

READ A FIRST TIME the 25th day of October, 2011.

READ A SECOND TIME the 25th day of October, 2011.

PUBLIC HEARING held the 15th day of November, 2011.

READ A THIRD TIME the 22nd day of November, 2011.

SECOND AND THIRD READINGS WERE RESCINDED the 26th day of August, 2014.

RE-READ A SECOND TIME the 26th day of August, 2014.

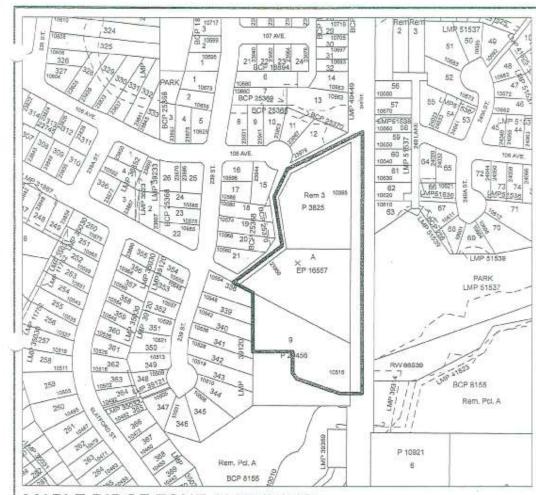
PUBLIC HEARING held the 16th day of September, 2014.

RE-READ A THIRD TIME the 30th day of September, 2014.

ADOPTED the 4th day of November, 2014.

PRESIDEN MEMBER

CORPORATE OFFICER



MAPLE RIDGE ZONE AMENDING

6864-2011 Bylaw No.

Map No. 1544

RS-3 (One Family Rural Residential) From:

To: RM-1 (Townhouse Residential)







January 19, 2015

File No: 3060-20/DPER1

Spencer Creek Ventures Inc 2201 204A Street Langley, BC V2Z 2A2

Dear Sir/Madam:

RE: Development Permit 2011-019-DP

Please be advised that Municipal Council at the regular meeting of November 4, 2014 gave approval for the Corporate Officer to sign and seal the above noted Development Permit for the property legally described as:

Lot 1, District Lots 406 and 408, Group 1, New Westminster District, Plan EPP45286

The Permit has been executed and the required Notice of Permit filled in the Land Titles Office. Please find your registered copy enclosed.

Yours truly,

Ceri Marlo

Manager of Legislative Services

/aa

Enol.

cc: Planning Department

Manager of Development & Environmental Services

District of Maple Ridge 11995 Haney Place, Maple Ridge, BC V2X 6A9 Canada - Tel: 604-463-5221 - Fax: 604-467-7329





Deep Roots Greater Heights

January 19, 2015

File No: 3060-20/DPER1

Spencer Creek Ventures Inc. 2201 204A Street Langley, BC V2Z 2A2

Dear Sir/Madam:

RE: Development Permit 2011-020-DP

Please be advised that the Director of Planning gave approval in accordance with the Delegation Bylaw No. 6478-2007 on November 12, 2014, for the Corporate Officer to sign and seal the above noted Development Permit for the property legally described as:

Lot 1, District Lots 406 and 408, Group 1, New Westminster District, Plan EPP45286

The Permit has been executed and the required Notice of Permit filed in the Land Titles Office. Please find your registered copy enclosed.

Yours truly,

Ceri Marlo

Manager of Legislative Services

/aa

Encl.

cc: Planning Department

Manager of Development & Environmental Services



Doep Apots Greater Helgitis

January 19, 2015

File No: 3090-20/2011-019-VP

Spencer Creek Ventures Inc 2201 204A Street Langley, BC V2Z 2A2

Dear Sir/Madam:

RE: Development Variance Permit No. 2011-019-VP

Please be advised that Municipal Council at the regular meeting of November 4, 2014 gave approval for the Corporate Officer to sign and seal the above noted Development Variance Permit for the property legally described as:

Lot 1, District Lots 406 and 408, Group 1, New Westminster District, Plan EPP45286

The Permit has been executed and the required Notice of Permit filed in the Land Titles Office. Please find your registered copy enclosed.

Yours truly

Ceri Marlo

Manager of Legislative Services

/aa

Encl.

cc: Planning Dept.

Mgr. Development & Environmental Serv.

Schedule J

Proposed Encumbrances

TERMS OF INSTRUMENT - PART 2

PHASED STRATA RECIPROCAL ACCESS AGREEMENT FILE NO. 2015-124-SD

THIS AGREEMENT IS DATED the day of April, 2016.

BETWEEN:

THE OWNERS, STRATA PLAN EPS 2387

A Strata Corporation under the Strata Property Act (British Columbia) on behalf of the Strata Owners thereof

(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

SPENCER CREEK VENTURES INC. (Inc. No.BCo825249) 4038 – 200B Street, Langley, B.C. V3A 1N9

(hereinafter called the "Developer")

OF THE SECOND PART

AND:

CITY OF MAPLE RIDGE

11995 Haney Place, Maple Ridge, British Columbia, V2X 6Ag

(hereinafter called the "City")

OF THE THIRD PART

AND:

RES CAPITAL CORPORATION (Inc. No. BCo566589)
6345 – 197th Street, Langley, B.C. V2Y1K8
WESTMINSTER CREDIT UNION (Filing No.FI69)
#103 – 960 Quayside Drive, New Westminster, B.C. V3M 6G2

(Hereinafter called the "Chargeholder")

OF THE FOURTH PART

WHEREAS:

- A. The Corporation is a corporation subsisting under the Strata Property Act of British Columbia on behalf of the strata lot owners of the Strata Plan (as hereinafter defined) and has the authority to charge the Common Property (as hereinafter defined) when duly authorized to do so by special resolution of the strata lot owners of the Strata Plan;
- The Common Property (as hereinafter define) consists of the common property of the first phase of a planned seven phase strata title development;
- C. The Developer is the registered owner of the Remainder Lot (as hereinafter defined);
- D. Remainder of Lot 1 is real property located adjacent to the Common Property and upon which the second, third, fourth, fifth, six and seven phases of the planned seven phase strata title development will be built in the locations shown on the sketch plan attached to the Form P registered against the title to the Remainder of Lot 1, a reduced copy of which is attached to this Agreement as Schedule A;
- E. The Works (as hereinafter defined) and related facilities have been or will be constructed and installed on the Common Property and the Remainder Lot and for the purposes of such installation and construction and for the further purpose of maintaining and inspecting the same, the parties have agreed to the easement (as hereinafter defined);
- F. The City has agreed to grant to the Developer an easement over the Common Property for the purposes of ingress and egress to and from the Remainder Lot;
- G. The Developer has agreed to grant to the City an easement over the Remainder Lot for the purposes of ingress and egress to and from the Common Property;
- H. Pursuant to section 5 of the Strata Property Act (British Columbia), the owner-developer of land within a strata plan exercises the powers and performs the duties of a council of a strata corporation from the time the strata corporation is established until a council is elected at the strata corporation's first annual general meeting;
- Pursuant to section 80 of the Strata Property Act (British Columbia), a strata corporation may, by a resolution passed by a ¾ vote, direct the strata corporation to grant an easement burdening the Common Property included in a Strata Plan;
- J. A Certificate of Strata Corporation, as to the resolution directing the City to grant the easements herein in Form E under the Strata Property Act (British Columbia) is attached as Schedule B hereto:
- K. Pursuant to section 78 of the Strata Property Act (British Columbia), the strata council of a strata corporation may accept a grant of an easement benefitting the Common Property in a Strata Plan on behalf of the owners of strata lots, without prior approval;

 The City is a Municipal Corporation incorporated pursuant to the provision of the Local Government Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of One Dollar (\$1,00] now paid by the Developer to the City and in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained, the parties hereto mutually covenant, agree, declare, acknowledge and grant as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 Definitions In this Agreement, the following terms have the following meaning unless the context otherwise requires:
 - a) "Common Property" of the Strata Plan means the Common Property, as defined in the Strata Property Act of British Columbia, as amended from time to time and includes, without limitation, all internal roadways, walkways, pedestrian pathways, landscape areas, and parking areas which are now constructed or located, or which may be constructed or located in the future within the Common Property of the Strata Plan.
 - b) "Remainder Lot" means the Remainder of Lot 1 being the lands and premises situated in the Municipality of Maple Ridge, British Columbia, legally described as in paragraph 2 of Part 1 of this instrument.
 - c) "Remainder Lot Owner" means the Developer as the registered owner of the Remainder Lot and its successors in the title as the registered owner(s) from time to time of the Remainder Lot.
 - "Remainder Lot Owner's Easement" means the easement and rights granted to the Remainder Lot Owner pursuant to section 2.1.
 - e) "Strata Plan" means the Strata plan referred to in paragraph 2 of Part 1 of this instrument.
 - f) "Works" means all utility systems, including water, senitary sewer, septic disposal fields, storm sewers, electrical power transmission devices including poles, wires and cables, telephone services, cable television services, natural gas services, roads, sidewalks and all equipment used in the operation of the foregoing services and ancillary attachments and fittings thereto.

ARTICLE 2 – EASEMENT OVER THE COMMON PROPERTY FOR THE BENEFIT OF THE REMAINDER LOT

2.1 Grant of Easement – The Corporation hereby grants, conveys and transfers unto the Remainder Lot Owner and for the benefit of the Remainder Lot and to be appurtenant to the Remainder Lot for the use and enjoyment of the Remainder Lot Owner of the uninterrupted right, liberty, license, privilege, right-of-way and easement, in common with the Corporation and all other persons now or hereafter having the express or implied permission of the Corporation or having a similar right, subject to the terms, conditions and limitations stated therein:

- a) Vehicle and Pedestrian Access to enter, go, pass and re-pass in, over and upon the Common Property on foot with or without handcarts, shopping carts, and similar modes of conveyance, and with equipment, machinery, automobiles, trucks, motorcycles or other vehicles, laden or unladen, for the purposes of obtaining access to and egress from the Remainder Lot.
- b) Installation, etc. of the Works to enter, go pass and re-pass in, over and upon all or any part of the grade level or below grade levels of the Common Property as the Remainder Lot Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of constructing, installing, maintaining, repairing, replacing, using and inspecting those portions of the Works which are or which will be located on the Common Property and to conduct tests thereof which in the opinion of the Remainder Lot Owner are reasonably necessary for such purposes.
- c) Development of the Remainder Lot to enter, go, pass and re-pass in, over and upon those parts of the Common Property as the Remainder Lot Owner may reasonably require for the purpose of development the Remainder Lot.
- d) General to place and store material including, without limitation, tools, implements, scaffoldings, machinery, equipment construction materials, trailers, rubbish and debris reasonably required for the work referred to in subsections 2.1b) and c) in such locations so that the placing and storing of materials herein provided will not render the Corporation liable therefore as a bailee.
- e) Generally to do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this section 2.2.
- 2.2 Benefit and Burden the easement granted in section 2.1 hereof shall be appurtenant to and for the benefit of the Remainder Lot and shall be a burden upon the Common Property.

ARTICLE 3 – EASEMENT OVER THE REMAINDER LOT FOR THE BENEFIT OF THE COMMON PROPERTY

- Grant of Easement The Developer hereby grants, conveys and transfers unto the Corporation and for the benefit of the Common Property and to be appurtenant to the Common Property for the use and enjoyment of the Corporation the uninterrupted right, liberty, license, privilege, right-of-way and easement, in common with the Developer and all other persons now or hereafter having the express or implied permission of the Developer or having a similar right, subject to the terms, conditions and limitations stated herein:
 - Vehicle and Pedestrian Access to enter, go, pass and re-pass in, over and upon the Remainder Lot on foot with or without handcarts, shopping carts, and similar modes of conveyance, and with equipment, machinery, automobiles, trucks, motorcycles or other vehicles, laden or unladen, for the purposes of obtaining access to and egress from the Common Property.

- b) Installation, etc. of the Works to enter, go pass and re-pass in, over and upon all or any part of the grade level or below grade levels of the Remainder Lot as the Corporation may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of constructing, installing, maintaining, repairing, replacing, using and inspecting those portions of the Works which are or which will be located on the Remainder Lot and to conduct tests thereof which in the opinion of the Corporation are reasonably necessary for such purposes.
- c) General to place and store material including, without limitation, tools, implements, scaffoldings, machinery, equipment construction materials, trailers, rubbish and debris reasonably required for the Works referred to in subsections 2.1b) in such locations on the Remainder Lot.
- d) Generally to do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this section 3.1.
- 3.2 Benefit and Burden the easement granted in section 3.1 hereof shall be appurtenant to and for the benefit of the Common Property and shall be a burden upon the Remainder Lot.

ARTICLE 4 - RESERVATIONS

- 4.1 Reservations Notwithstanding the easement and rights hereinbefore granted there is hereby reserved to the Corporation in respect of the Remainder Lot, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time:
 - a) subject to subsection 4.1 b) below, to temporarily interrupt for a period not exceeding ten days the use and enjoyment of the easement areas on the Common Property (collectively called the "Easement Areas") for the purposes of developing, building, constructing, erecting, removing or remodeling any building, erection, structure or other improvement now or hereafter placed in, upon over, or under any portion of the Common Property as the Corporation may require or may deem necessary expending, repairing, renewing, cleaning, inspecting and replacing the same as may be deemed necessary or expedient.
 - b) To make, amend and rescind reasonable rules and regulations governing the manner in which the Easement Areas or any parts thereof may be used and enjoyed, provided that such rules and regulations are solely for the Easement Areas and provided that such rules and regulations shall apply equally to the Corporation and to the Remainder Lot Owner, and further, provided that such rules and regulations do not materially adversely interfere with, injure or impair the operating efficiency or obstruct access to or use of the Easement Areas by the Remainder Lot Owner.
 - Grant statutory rights-of-way or easements in favour of the Municipality or public utility over the Easement Areas or any portions thereof.

ARTICLE 5 - COVENANTS

- 5.1 The Corporation's Covenants the Corporation hereby covenants and agrees with the Remainder Lot Owner that the Corporation will:
 - a) Not do, and will not permit its employees, servants, agents, contractors, licensees or invitees to do any act or thing which in the reasonable opinion of the Remainder Lot Owner may interfere with, injure or impair the operating efficiency of or obstruct access to or use of the Remainder Lot.
 - b) Not do, and will not permit its employees, servants, agents, contractors, licensees or invitees to do any act or thing which in the reasonable opinion of the Remainder Lot Owner would adversely interfere with, injure or impair the operating efficiency of or obstruct access and the use of the Remainder Lot by the Remainder Lot Owner as provided hereon.
 - Not do, and will not permit its employees, servants, agents, contractors, licensees or invitees to do any act or thing which would adversely interfere with the installation, construction or testing of the Works.
 - d) To maintain such level of liability and property damage insurance in respect of the Common Property as would be maintained by a reasonably prudent owner of property similar to the Common Property.
 - e) Not, except as is permitted pursuant to the terms of this Agreement, attempt to suspend, interrupt or terminate the rights and easement herein granted, and the Corporation shall refrain from seeking any judgment, order or declaration which has the effect of suspending, interrupting or terminating the rights and easement herein granted.
 - f) Permit the Remainder Lot Owner to peacefully hold and enjoy the rights hereby granted.
 - g) Insofar as it is practicable to do so, exercise and cause its employees, servants, agents, contractors, licensees and invitees to exercise its rights hereunder in such a manner as not to interfere unduly with the use of the Remainder Lot by the Developer and only for so long as necessary and to be removed at the request of the Developer.
 - Not do, and will not permit its employees, servants, agents, contractors, licensees or invitees to do any act or thing which in the reasonable opinion of the Corporation may interfere with, injure or impair the operating efficiency of or obstruct access to or use of the Remainder Lot.
- 5.2 The Remainder Lot Owner's Covenants The Remainder Lot Owner hereby covenants and agrees with the Corporation that the Remainder Lot Owner will:
 - a) Indemnify and save harmless the Corporation in respect of any action, cause of action, suit, claim, loss, cost, damage or demand of any kind or nature whatsoever, at law, or in equity, arising out of the exercise by the Remainder Lot Owner or its employees, servants, agents, contractors, licensees or invitees of their rights hereunder by reason of or with respect to any injury to person or persons, including death, resulting at any time hereafter and any

- others, except to the extent it is caused by the negligence or willful misconduct of the Corporation or persons for whose conduct the Corporation is responsible.
- b) Insofar as it is practicable to do so, exercise and cause its employees, servants, agents, contractors, licensees and invitees to exercise its rights hereunder in such a manner as not to interfere unduly with the use of the Common Property by the members of the Corporation and only for so long as necessary and to be removed at the request of the Corporation.
- Use all reasonable efforts to minimize the nuisance and inconvenience to the members of the Corporation arising out of any development, construction or related activities carried out on the Common Property.
- d) Not do, and will not permit its employees, servants, agents, contractors, licensees or invitees to do any act or thing which in the reasonable opinion of the Corporation may interfere with, injure or impair the operating efficiency of or obstruct access to or use of the Common Property.
- e) Promptly and properly repair all damage to the Common Property caused by any work done by its employees, servants, agents, contractors, licensees and invitees in connection with the development of the Remainder Lot at the conclusion of such work in order to meet good and prudent standards or repairs.

ARTICLE 6 - MISCELLANEOUS

- 6.1 Covenants Personal The Covenants of the Corporation and the Remainder Lot Owner herein will be personal and binding upon each of them only during their ownership of any interest in the Common Property or the Remainder Lot, as the case may be, but the Common Property and the Remainder Lot will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all ownership interest of a party in the Common Property or the Remainder Lot, the Corporation or the Remainder Lot Owner, as the case may be, will be freed and discharged from the observance and performance thereafter of the covenants it is to observe and perform in respect of the Common Property or the Remainder Lot, as the case may be.
- 6.2 Covenants Run with Land The covenants contained in Part 2 of this Agreement will be covenants running with the land but no part of the fee or soil thereof will pass or be vested in the Corporation or the Remainder Lot Owner under or by Part 2 of this Agreement.
- 6.3 Rights of Owner Preserved Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent the Corporation from using that area of the Common Property which is the subject of the easement granted hereunder in any manner which does not interfere with exercise by the Remainder Lot Owner of such easement and the rights hereunder.
- 5.4 Interpretation

- a) Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- b) Wherever the singular or masculine is used in this Agreement, the same will be constructed as meaning the plural or the feminine or body corporate or politic, and vice versa as the contract or the parties so require.
- c) The captions and headings appearing in the Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- 5.5 Subdivision Notwithstanding any other terms or conditions contained herein, in the event that the Remainder Lot is subdivided by the deposit of a Strata Plan pursuant to the provisions of the Strata Property Act (British Columbia), as amended from time to time, or any successor legislation, the easement and rights under this Agreement and the provisos, reservations, restrictions and limitations contained in the Agreement which relate thereto will be construed as being extended to every owner from time to time of a strata lot created thereby and each such owner's servants, agents, tenants and licensees. If the Remainder Lot is subdivided by the deposit of a Strata Plan for subsequent phases of the Strata Plan, the easement granted herein to the Remainder Lot Owner shall extend to and charge the Common Property of such subsequent phases of the Strata Plan shall be included in the definition of "Common Property" appearing in section 1.1a) above.
- 6.6 Waiver Waiver by any party default hereunder by another party will not be deemed to be a waiver by the first mentioned party of any subsequent default by the party that defaulted.
- 6.7 Governing Law This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.
- 6.8 Further Assurances The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.
- 6.9 Enurement This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and all of the covenantors herein are made by the Corporation or the Remainder Lot Owner, as the case may be, for itself and their successors and assigns and the owner or owners from time to time of an interest in all or any portion of the Common Property or the Remainder Lot.
- 5.10 Severability Should any term contained in this Agreement be judged invalid or unenforceable, such terms shall be severed from the Agreement, the remainder of which shall continue in full force and effect.

ARTICLE 7 - CONSENT OF CITY

7.1 Consent of City – This Agreement may not be amended or released without the express written consent of the City.

ARTICLE 8 - TERMINATION

8.1 Termination – The Corporation and the Remainder of Lot 1 Owner hereby agree that, subject to the consent of the Municipality, this Agreement will terminate upon the deposit for registration of the final phase of a Strata Plan for the Remainder of Lot 1, as set out in the Form P attached hereto as Schedule A.

IN WITNESS WHEREOF the parties hereto have caused to be executed as of the date first above written in Part 1 of this instrument.

CONSENT AND PRIORITY AGREEMENT

WHEREAS RES CAPITAL CORPORATION (the "Chargeholder") is the holder of a Mortgage (called the "Charge") encumbering the lands (the "Lands") described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the New Westminster Land Title Office under number CA809627.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

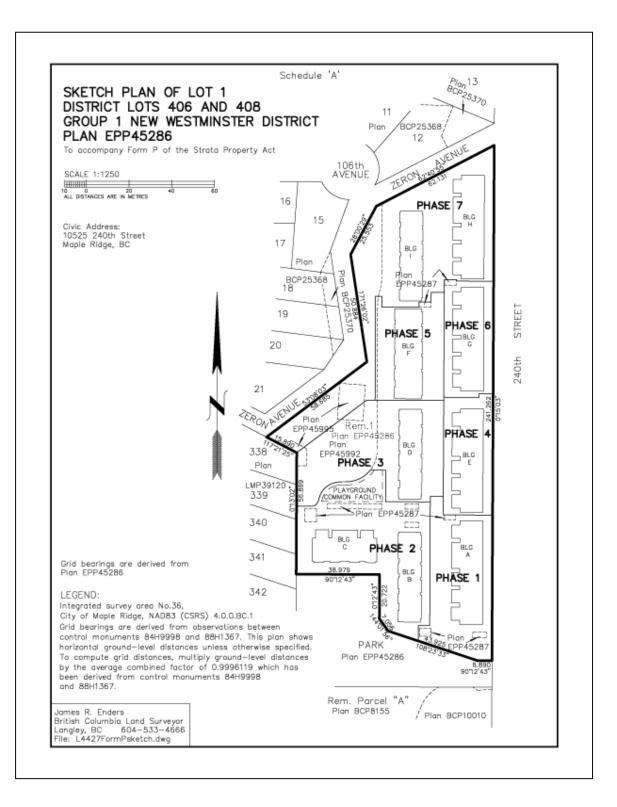
- The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant attached hereto (the "Covenant") and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Lands.
- 2. The Chargeholder hereby grants to the transferee described in item 6 of the Land Title Act Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

WHEREAS WESTMINSTER CREDIT UNION. (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents (called the "Charge") encumbering the lands (the "Lands") described in item 2 of the Land Title Act Form C attached hereto, which was registered in the New Westminster Land Title Office under numbers CA4731127 and CA4731128

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREE TO THE CHARGEHOLDER:

 The Chargeholder hereby consents to the granting and registration of the Section 219 Covenant attached hereto (the "Covenant") and the Chargeholder hereby agrees that the Covenant shall be binding upon its interest in and to the Lands.

2.	The Chargeholder hereby grants to the transferee described in item 6 of the Land Title Act Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.
	-11-



SCHEDULE B

Form E

CERTIFICATE OF STRATA CORPORATION

(Sections 78, 79, 80, 100, 214, 257, 259, 261, 262, 263, 266, 269, 274, 283)

Property Act was passed by a una	5 2387 certify that a resolution referred to in section 8c of the Strata animous vote at an annual or special general meeting held on attached instrument conforms to the resolution.
has been approved by a resolut	(4) (f) of the Land Title Act, execution of the attached instrument ion at an annual or special general meeting in accordance with the perty Act, and the instrument conforms to the resolution.
Signature of Council Member –	
the owner-developer and sole me	authorized signatory of Spencer Creek Ventures Inc.,

Schedule J Homeowner Protection Office & Warranty Information





National Home Warranty

National Home Warranty

Call us at 1-888-243-8807

www.nationalhomewarranty.com

1-888-243-8807 604-608-6678 Vancouver:

Toll Free:

604-408-1001

Fax:

New Home Warranty Coverage Understanding your

1000 9095 5:08

in British Columbia

Protecting

your investment

Buying a new home is likely one of the biggest decisions you'll ever make. At National Home Warranty Group , we recognize how important it is that your investment is protected. That is why we've partnered with your licensed builder to provide you with warranty coverage for your home.

We work hard to make sure our builder members uphold their commitment to building quality homes to the standards of service and quality required by the Homeowner Protection Act. If they don't, you can rest assured knowing your new home warranty is here to help.



A strong partnership

As one of Western Ganada's leading warranty administrators, National Home Warranty has been making moving day easier since 1990. Together with Aviva Insurance Company of Canada (Aviva Canada), we provide new home warranty services to approximately 15,000 homeowners annually in Western Canada.

What makes National Home Warranty unique? We come from a group of professionals in the insurance and residential construction businesses. This means that we're realistic, fair and well designed for everyone involved. We're here to work together with your builder to resolve warranted defects in your home.



Home Warranty Insurance

New homes built in BC are protected by 2-5-10 home warranty insurance, as set out by the Homeowner Protection Act of BC. Licensed residential builders are regulated by the Homeowner Protection Office. Mandatory warranty insurance includes the following coverages:

- ✓ 2 years 'coverage on labour and materials as follows:
- 12 months 'coverage for defects in material and labour for your unit
- 15 months' coverage for defects in material and labour for the common property (multi-unit buildings only)
- 24 months' coverage for defects in material and labour for major systems (heating, electrical, plumbing, etc.)
- S years 'coverage on the building envelope, including coverage on unintended water penetration
- ✓ 10 years 'coverage on major structural items

This statutory protection is widely recognized as one of the strongest and most effective home warranty standards in Canada.

To learn more about consumer protection legislation and regulations, visit www.hpo.bcca.

Standards of quality

At National Home Warranty , we work closely with your builder to create stable, long-term relationships. We have an in-depth knowledge of what makes builders successful. Only once we are confident that they can deliver homes with quality workmanship, do we provide home warranty services.

You can trust National Home Warranty to make sure your builder delivers a home that you and your family can enjoy for years to come.



About Aviva Canada

A third-party warranty insurance provides, Aviva. Carachs is authorized by the British Columbia Financial Institutions Commission to provide home warranty insurance. With Aviva Carach, you're backed by the strength and experience of one of the country's leading property and cacachly insurance comparies. A subadiany of Aviva pic in the UK, the world's sixth largest insurance group, Aviva Canacha is a leader in business, home, auto and leisure and lifestyle insurance solutions. www.avivacrachasco.

Annual a hademark of Annu pleand and under borrow by Annu Canada Inc. and Institution

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End of Document