

**FIRST AMENDED DISCLOSURE STATEMENT  
OF  
ARBUTUS HILLS DEVELOPMENT LTD.**

<b>DATE OF DISCLOSURE STATEMENT:</b>	<b>May 4th, 2007</b>
<b>DATE OF FIRST AMENDED DISCLOSURE STATEMENT:</b>	<b>April 1<sup>st</sup>, 2011</b>
<b>NAME OF DEVELOPER:</b>	<b>Arbutus Hills Development Ltd.</b>
<b>ADDRESS FOR SERVICE:</b>	<b>6444 Welch Road, Saanichton, B.C. V8M 1W7</b>
<b>MAILING ADDRESS OF DEVELOPER:</b>	<b>6444 Welch Road, Saanichton, B.C. V8M 1W7</b>
<b>NAME AND ADDRESS OF REAL ESTATE AGENT ACTING ON BEHALF OF DEVELOPER:</b>	<b>Roger Levesque, Royal LePage 501-1913 Sooke Road Victoria, BC V9B 1V8</b>

**This Amended 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.**

**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 receiving a copy of this Disclosure Statement.

A Purchaser may serve a Notice of Rescission by delivering a signed copy of the Notice in person or by registered mail to:

- a) the developer at the address shown in the disclosure statement received by the purchaser,
- b) the developer at the address shown in the Purchaser's Purchase Agreement,
- c) the developer's brokerage, if any, at the address shown in the Purchaser's Purchase Agreement.

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

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**DEFINITION OF TERMS**

The development is referred to herein as the "Development".

The bare land strata lots are referred to herein singularly as a "Strata Lot" or collectively as the "Strata Lots"

**I. THE DEVELOPER**

- 1.1 Jurisdiction of Incorporation: British Columbia  
Date of Incorporation: February 2, 2006  
Incorporation Number: 0747746

- 1.2 The Developer was incorporated specifically for the purpose of developing the Strata Lots. The Developer does not have other assets other than the development property itself.

**1.3 Address of the Developer's Registered and Records Office:**

#200 - 911 Yates Street, Victoria, B.C., V8V 4X3

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**1.4 Directors of the Developer:**

CLINTON DARVIN MILLER

**1.5 Background of Developer, Directors, Officers and Principal Shareholders**

- 1.5.1 The Developer and its director have a combined development and construction experience of approximately 24 years. Other projects of the director of the Developer, through other corporate entities, include a commercial shopping centre in Maple Ridge, BC, and The Renaissance Retirement Residence in Victoria, BC.
- 1.5.2 To the best of the Developer's knowledge, neither the Developer, nor any principal holder of the Developer or any director or officer of the Developer or principal holder has 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 within the last ten years before the date of this Disclosure Statement.
- 1.5.3 To the best of the Developer's knowledge, neither the Developer, any principal holder of the Developer, nor any director or officer of the Developer or principal holder has, within the five years preceding the date of this Disclosure Statement, been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- 1.5.4 To the best of the Developer's knowledge, no director, officer or principal holder of the Developer, nor any director or officer of any principal holder, has been, within the five years prior to the date of this Disclosure Statement, a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer
- (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
  - (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

**1.6 Conflicts of Interest**

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

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## **2. GENERAL DESCRIPTION**

### **2.1 General Description of the Development**

The Development is situated in the Town of View Royal, in the Province of British Columbia. The land has a number of historically or environmentally sensitive areas, which have been protected by covenants in favour of the Town of View Royal. The Developer has subdivided the land into twelve bare land strata lots as shown on the Bare Land Strata Plan, which was filed at the Victoria Land Title Office under VIS6955. A copy of the Bare Land Strata Plan is attached as Exhibit "A". The municipal addresses of the strata lots are as follows:

Strata Lot 1	1602 Lloyd Place, View Royal, BC
Strata Lot 2	1610 Lloyd Place, View Royal, BC
Strata Lot 3	1600 Seahaven Terrace, View Royal, BC
Strata Lot 4	1608 Seahaven Terrace, View Royal, BC
Strata Lot 5	1616 Seahaven Terrace, View Royal, BC
Strata Lot 6	1624 Seahaven Terrace, View Royal, BC
Strata Lot 7	1632 Seahaven Terrace, View Royal, BC
Strata Lot 8	1640 Seahaven Terrace, View Royal, BC
Strata Lot 9	1648 Seahaven Terrace, View Royal, BC
Strata Lot 10	1639 Seahaven Terrace, View Royal, BC
Strata Lot 11	1631 Seahaven Terrace, View Royal, BC
Strata Lot 12	1623 Seahaven Terrace, View Royal, BC

The Developer intends to market all of the Strata Lots in the Development. The initial entry to the property adjoining Strata Lots 1 and 2 has been dedicated as public road in favour of The Town of View Royal. The remaining roadways form part of the common property of the Strata Corporation. The Developer is also designating building sites for all of the Strata Lots. The covenant areas referred to above are shown on the attached Reference Plan VIP87918, annexed as Exhibit "B". There has also been installed on the common property of the Strata Corporation an electric entrance gate and appropriate street lighting. This gate has been installed at the beginning of the common property road and not on the dedicated road area. Services as described herein are provided to each Strata Lot by the Developer but final hookups and connection fees are the responsibility of the Purchaser. Other than the common roadways, electric gate and four lamp standards, there is no other common property in the Development.

### **2.2 Permitted Use**

The intended use of the 12 Strata Lots will be for single family residences. The development property is zoned R1, which is single family residential and no commercial use is permitted.

### **2.3 Building Construction**

The Purchaser of each Strata Lot, through an approved Builder, is responsible for the construction of all improvements on the Strata Lot.

### **2.4 Phasing**

The Strata Lots have not been constructed in phases.

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### **3. STRATA INFORMATION**

#### **3.1 Unit Entitlement**

The unit entitlement for each Strata Lot is a figure indicating its share of the Common Property and assets of the Strata Corporation and is used to determine each Owner's contribution to the expenses of the Common Property.

Attached, as Exhibit "C" is a copy of the Form V, Schedule of Unit Entitlement, that the Developer has filed, under the Strata Property Act.

#### **3.2 Voting Rights**

Each Strata Lot will have one vote in the Strata Corporation. The Developer does not propose to file a Form W changing such voting rights.

#### **3.3 Common Property and Facilities**

The Common Property includes all land in the Development which is not included in the Strata Lots and is not designated as Limited Common Property. It includes the common roadways, street lighting, and an electric security gate.

#### **3.4 Limited Common Property**

Limited Common Property constitutes portions of the common property intended to be used exclusively by one or more of the Strata Lots and such designation may only be removed by unanimous resolution of the members of the Strata Corporation. The Developer has not designated any Limited Common Property.

#### **3.5 Bylaws**

The Bylaws for the Strata Corporation are those contained in Schedule of Standard Bylaws contained in the *Strata Property Act*.

The Owners of the Strata Lots shall make further amendments to the bylaws, if any, by 3/4 vote, cast at a meeting of the owners pursuant of the *Strata Property Act*.

#### **3.6 Parking**

The Developer will not provide additional parking.

#### **3.8 Budget**

The following utilities are separately metered or assessed to each of the Strata Lot owners and are the responsibility of each Strata Lot owner:

- (a) electricity;
- (b) cablevision;
- (c) telephone;

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- (d) water and sewer;
- (e) garbage removal; and
- (f) gas.

Electricity for the security gate and street lighting shall be paid for by the Strata Corporation.

Under section 99 of the *Strata Property Act*, expenses paid by the Strata Corporation for the repair and maintenance of the Common Property are to be allocated to all Strata Lots in proportion to their relative unit entitlements which are equal.

The estimated proposed interim budget for the strata corporation for the first twelve month period beginning the first day following the month in which the first conveyance of a strata lot to a purchaser occurs as required by Section 13 of the *Strata Property Act* is attached as Exhibit "D" hereto.

Sections 7 and 14 of the *Strata Property Act* and section 3.1(1) of the Regulations set out the obligations of the Developer to pay the strata corporation's expenses until the first annual budget. The Developer must pay the strata corporation's expenses until the end of the month in which the first strata lot is conveyed to a purchaser. Under section 14, if the strata corporation's expenses exceed the estimated expenses in the interim budget the Developer must pay the excess to the strata corporation and the required penalties as set out in section 3.1(1) of the Regulations.

### **3.9 Utilities and Services**

#### **3.9.1 Water**

The Development is serviced by a water system provided by the Town of View Royal and water lines have been installed to the lot boundary by the Developer.

#### **3.9.2 Electricity**

The Development is serviced with electricity by the British Columbia Hydro & Power Authority, the public authority, and underground electrical service is installed to each strata lot boundary.

#### **3.9.3 Sewerage - Common**

The Development is serviced by a sanitary sewer and storm system in accordance with the requirements of the Capital Regional District, the public authority. The sewer lines have been installed to each strata lot boundary.

#### **3.9.4 Natural Gas**

The Development is serviced with domestic gas. The gas lines have been installed to the strata lot boundary and all hookup and connection charges shall be the responsibility of the Purchaser.

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### 3.9.5 Fire Protection

Fire protection for the Development is provided by the View Royal Fire Department. Fire protection facilities are located within 4 kilometers of the Development. A fire hydrant is located in the Development.

### 3.9.6 Telephone and Cable Service

The Development is serviced with telephone service by Telus. Telephone service will be supplied to any Strata Lot in the Development on application for and payment of usual application and hook-up charges by the purchaser. Cable service will be supplied by Shaw Cable on similar terms and conditions. The Developer has installed services to lot boundary.

### 3.9.7 Access

General access to the Development is by Hart Road, and then Hart Place and the common property roadway.

### 3.9.8 Sidewalks

There are no sidewalks within the Development.

### 3.9.9 Street Lighting

The Development is serviced with private street lighting from 4 lamp standards.

### 3.9.10 Garbage Collection

Garbage collection will be available to the Development by private garbage collection.

### 3.9.11 Police Protection

There is police protection for the Development provided by the Royal Canadian Mounted Police protection facilities are located within 4 kilometers of the Development.

### 3.9.12 School Facilities

The following is a list of school facilities available in the area and their approximate distance from the Development:

Elementary Schools: Eagle View - 2 kilometers

Middle Schools: Shoreline - 3 kilometers

Senior High Schools: Esquimalt - 5 kilometers

Purchasers are advised to contact their local school to determine the present status of school accommodation and transport.

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**3.9.13 Public Transportation**

Public Transportation is provided by B.C. Transit and bus stop(s) are within 1 kilometer from the Development.

**3.9.14 Utility Rates**

Utility rates for service to any strata lot are the Purchaser's responsibility.

**3.9.15 Strata Lot Taxes**

Each Strata Lot owner shall be responsible for real property taxes for his Strata Lot.

**3.10 Strata Management Contracts**

The Developer has not entered into any strata management contracts and does not intend to enter into any strata management contract that will bind the strata corporation.

**3.11 Insurance**

The Developer has obtained insurance coverage as required under sections 14 and 15 of the *Strata Property Act* in the name of the Strata Corporation.

This coverage will terminate 4½ weeks after the first Annual General Meeting of the Strata Corporation. Each owner will be responsible for arranging insurance coverage on his or her Strata Lot and any structures located on it. The Strata Corporation will be responsible for arranging general liability insurance of not less than \$2,000,000 in respect of the Common Property of the Development.

**3.12 Rental Disclosure Statement**

The Developer has not filed a Rental Disclosure Statement.

**4. TITLE AND LEGAL MATTERS****4.1 Legal Description**

The Strata Plan was filed for registration in the Victoria Land Title Office on May 7, 2010, creating Strata Lots 1 through 12. The legal descriptions of the Strata Lots comprising the Development are:

<b>PID</b>	<b>Legal Description</b>
028-225-503	Strata Lot 1, Section 98, Esquimalt District, Strata Plan VIS6955
028-225-511	Strata Lot 2, Section 98, Esquimalt District, Strata Plan VIS6955
028-225-520	Strata Lot 3, Section 98, Esquimalt District, Strata Plan VIS6955
028-225-538	Strata Lot 4, Section 98, Esquimalt District, Strata Plan VIS6955
028-225-546	Strata Lot 5, Section 98, Esquimalt District, Strata Plan VIS6955
028-225-554	Strata Lot 6, Section 98, Esquimalt District, Strata Plan VIS6955
028-225-562	Strata Lot 7, Section 98, Esquimalt District, Strata Plan VIS6955
028-225-571	Strata Lot 8, Section 98, Esquimalt District, Strata Plan VIS6955

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028-225-589	Strata Lot 9, Section 98, Esquimalt District, Strata Plan VIS6955
028-225-597	Strata Lot 10, Section 98, Esquimalt District, Strata Plan VIS6955
028-225-601	Strata Lot 11, Section 98, Esquimalt District, Strata Plan VIS6955
028-225-619	Strata Lot 12, Section 98, Esquimalt District, Strata Plan VIS6955

#### 4.2 Ownership

The Developer is the beneficial owner of the Development and Clinton Darwin Miller is the registered owner of the property in trust for the Developer. A copy of the Declaration of Trust is attached as Exhibit "E" hereto. 746746 B.C. Ltd. changed its name to Arbutus Hills Development Ltd.

#### 4.3 Existing Encumbrances and Legal Notations

The following Encumbrances are currently registered and affect title to the Strata Lots:

Mortgage and Assignment of Rents CA175139 and CA175140, respectively, in favour of Coast Capital Savings Credit Union.

Covenant FB346142 in favour of the Town of View Royal restricting further subdivision.

Priority Agreement FB346143 granting Covenant FB346142 priority over the Mortgage and Assignment of Rents.

Priority Agreement FB346170 granting FB346169 as registered on the common property priority over the Mortgage and Assignment of Rents.

Priority Agreement FB346172 granting FB346171 as registered on the common property priority over the Mortgage and Assignment of Rents.

Priority Agreement FB346177 granting FB346176 as registered on the common property priority over the Mortgage and Assignment of Rents.

Additional Existing Encumbrances registered against Strata Lots 2 and 12:

Easement FB346161 with respect to streetlight, entrance gate, ingress and egress and sidewalk.

Priority Agreement FB346162 granting Easement FB346161 priority over the Mortgage and Assignment of Rents.

Additional Existing Encumbrances registered against Strata Lots 4 - 8:

Statutory Right of Way FB346159 in favour of BC Hydro.

Statutory Right of Way FB346160 in favour of Telus Communications Inc.

Additional Existing Encumbrances registered against Strata Lots 10 and 11:

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Covenant FB346165 in favour of the Town of View Royal with respect to the conservation of the natural state of the Restricted Area shown on Reference Plan VIP87920.

Priority Agreement FB346167 granting FB346165 priority over the Mortgage and Assignment of Rents.

Priority Agreement FB346168 granting FB346166 priority over the Mortgage and Assignment of Rents.

Existing Encumbrances registered against the Common Property of Strata Plan VIS6955:

Covenant FB346169 in favour of the Town of View Royal preventing vehicle parking within the Restricted Area identified as "Seahaven Terrace" and "Common Property Access" on Strata Plan VIP87918.

Statutory Right of Way and Priority Agreement FB346171 and FB346172, respectively, in favour of the Capital Regional District.

Statutory Right of Way FB346173 and FB346174 in favour of BC Hydro and Telus Communications.

Statutory Right of Way FB346175 in favour of Terasen Gas (Vancouver Island) Inc.

Statutory Right of Way and Priority Agreement FB346176 and FB346177, respectively, in favour of Shaw Cablesystems Limited.

The following Legal Notations are currently registered and affect title to the Strata Lots:

Subject to Exceptions and Reservations contained in Order-In-Council filed DD 3776611 as to that part formerly road.

To the common property is annexed Easement FB346161 over Strata Lot 2, Strata Plan VIS6955 as shown on Plan VIP87919

Encumbrances to be Discharged:

Mortgage and Assignment of Rents CA175139 and CA175140 (respectively) in favour of Coast Capital Savings Credit Union. The Developer has entered into an agreement with the Mortgagee wherein the Mortgagee will provide a partial discharge on each lot when paid the net proceeds of sale.

#### **4.4 Proposed Encumbrances and Covenants**

There will be a Statutory Building Scheme registered by the Developer, the conditions of the Building Scheme are attached as Exhibit "F".

#### **4.5 Outstanding or Contingent Litigation or Liabilities**

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The Developer is not aware of any outstanding or contingent litigation or liabilities affecting the Development.

#### **4.6 Environmental Matters**

Based on a physical examination of the Development property, the Developer is not aware of any dangers or requirements imposed by any authority with respect to flooding concerns or soil conditions.

There have been no changes from the natural state of the Development, other than normal clearing, site preparation, lot enhancement, road and utility construction.

### **5. CONSTRUCTION AND WARRANTIES**

#### **5.1 Construction Dates**

The construction commenced on or about the 1<sup>st</sup> day of October, 2006. The bare land strata plan was registered at the Victoria Land Title Office on May 7, 2010. All servicing and utilities have been completed.

#### **5.2 Warranties**

There are no warranties for the development other than those offered by any contractor or subcontractor in relation to improvements made to the Common Property.

#### **5.3 Previously Occupied Building**

There are no previously occupied multi residential buildings in this Development. The existing older house was demolished.

### **6. APPROVALS AND FINANCES**

#### **6.1 Approval of Development**

Approval of the Development was given by the Town of View Royal on the 2<sup>nd</sup> day of March, 2006 under Development Permit No. 05-05. The bare land strata plan was registered at the Victoria Land Title Office on May 7, 2010.

##### **6.1.1 Restrictions**

The Development will comply with all building restrictions, zoning regulations, and other restrictions governing the use and development of the Development or any Strata Lot therein.

#### **6.2 Construction Financing**

The Developer has an existing Mortgage in favour of Coast Capital Savings Credit Union, which will provide sufficient financing to complete the subdivision.

Under section 12 of the *Real Estate Development Marketing Act* a Developer must not market a strata lot unless the developer has made adequate arrangements to ensure payment of the cost

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of utilities and other services associated with the strata lot. If the developer has obtained a satisfactory financing commitment, the developer is deemed to have made adequate arrangements for the purpose of installing utilities and services associated with the strata lots. In this case, no further terms and conditions are applicable to the marketing of the Strata Lots.

## **7. MISCELLANEOUS**

### **7.1 Deposits**

All deposits and other monies received shall be held in the trust account of the conveyancing solicitor, or the conveyancing notary public, in the manner required by the *Real Estate Development Marketing Act*, until:

- (a) an instrument evidencing the interest of the purchaser in the Strata Lot has been registered in the said Land Title Office; or
- (b) such monies are otherwise paid out by operation of law.

In the event the Developer shall be unable to convey title to the Strata Lot to the purchaser within eighteen (18) months of a deposit being paid by the purchaser into trust, the purchaser shall have the right, at his option, to rescind his offer to purchase the Strata Lot and any deposit paid by the purchaser shall be refunded to the purchaser.

### **7.2 Purchase Agreement**

The Developer intends to offer the Strata Lots for sale upon the terms and conditions set in the Agreement of Purchase and Sale and addendum attached as Exhibit "G". The Developer may at any time make modifications or changes and may elect to use other form or forms of purchase agreements, which shall contain among other things, the specific provisions set out here:

"This agreement for sale shall:

- (a) be terminable at the option of the purchaser for a period of seven (7) days after receipt of an amended Disclosure Statement if the amendments materially affect the offering or if the amended Disclosure Statement is not received within nine (9) months after acceptance of initial Disclosure Statement;
- (b) require no greater than 10% of the purchase price be paid by way of deposit or otherwise;
- (c) require that all such funds including where applicable interest earned, be returned to the purchaser forthwith upon notice of termination by the purchaser, without deductions; and
- (d) in accordance with Section 57(1) (c), all such funds are to be held in a trust account of a licensee under the *Real Estate Act*, a solicitor or a notary public until completion of the transaction or earlier transaction."

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### **7.3 Developer's Commitments**

#### **7.3.1 Contingency Reserve Fund**

The Developer will contribute to the contingency reserve fund as required in Section 12 of the *Strata Property Act*. The Developer is required to contribute the lesser of 5% of the strata corporation's interim budget, multiplied by the number of years and partial years since the deposit of the strata plan, and 25% of the strata corporation's interim budget. This contribution to the contingency reserve fund must be made by the Developer at the time of the first conveyance of a strata lot to a purchaser.

#### **7.3.2 Obligation to Hold First Annual Meeting**

Under section 16 of the *Strata Property Act* the Developer must hold the first annual general meeting of the Strata Corporation within six weeks of the earlier of the date on which fifty (50%) percent plus one of the Strata Lots have been conveyed to purchasers, and the date that is nine months after the first conveyance of a Strata Lot to a purchaser. If the developer fails to hold the first annual general meeting within this time frame, the Developer, pursuant to the terms of the *Strata Property Act* is required to pay the Strata corporation \$1,000.00 for a delay of up to thirty days, and a further \$1,000.00 for each additional delay of seven days.

### **7.4 Other Material Facts**

(1) Manager's Residence

There will not be a manager's or caretaker's residence.

(2) Signage

The Developer shall be entitled to place and keep on the Common Property for so long as the Developer continues to market any Strata Lots in the Development, such signage as the Developer requires in its absolute discretion.

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**SIGNATURES**

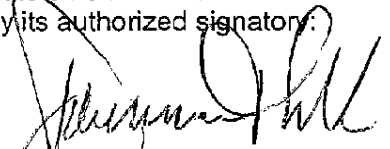
Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of a material fact contained in this Disclosure Statement, if any, and any omission to state a material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

**DECLARATION**

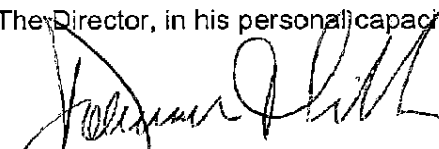
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the   1   day of April, 2011.

**ARBUTUS HILLS DEVELOPMENT LTD.**

by its authorized signatory:

  
\_\_\_\_\_  
Clinton Darwin Miller

The Director, in his personal capacity:

  
\_\_\_\_\_  
Clinton Darwin Miller

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### SOLICITOR'S CERTIFICATE

I, ALMUT N. KEIL, a member of the Law Society of British Columbia, HEREBY CERTIFY that I have read over the above described Disclosure Statement dated the 1<sup>st</sup> day of April, 2011, made any required investigations in public offices, and reviewed same with the Developer and the registered owners named herein, and hereby certify that relying upon those investigations and information provided by the Developer, the facts contained in paragraph 4.1, 4.2 and 4.3 are correct.

DATED at the City of Victoria, in the Province of British Columbia, this 1<sup>st</sup> day of April, 2011



Almut N. Keil, Solicitor

Bare Land Strata Plan of Lot 1, Section 98, Esquimalt District, Plan VIP 87118

BCDS 928043

THIS INSTRUMENT NOT VALID UNTIL THIS DATE

Scale: 1:1000  
The reference plot size of this plan is 300m by 400m. The area of this plan is 120,000 sq. m. The area of the site is 120,000 sq. m.

- L.P. R.L.D. Source
- 51 5' 3" 300m Iron Post
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Rem 1 Plan 4591

Rem 1 Plan 24900

Section 98 Esquimalt District

Strata Plan VIS6651

Rem 1 Plan 26298

Strata Plan VIS6651

Rem 1 Plan 26298

Strata Plan VIS6651

Rem 1 Plan 26298

Strata Plan VIS6651

Rem 1 Plan 26298

Strata Plan VIS6651

Rem 1 Plan 26298

Strata Plan VIS6651

EXHIBIT "A"

Hart Road

Road

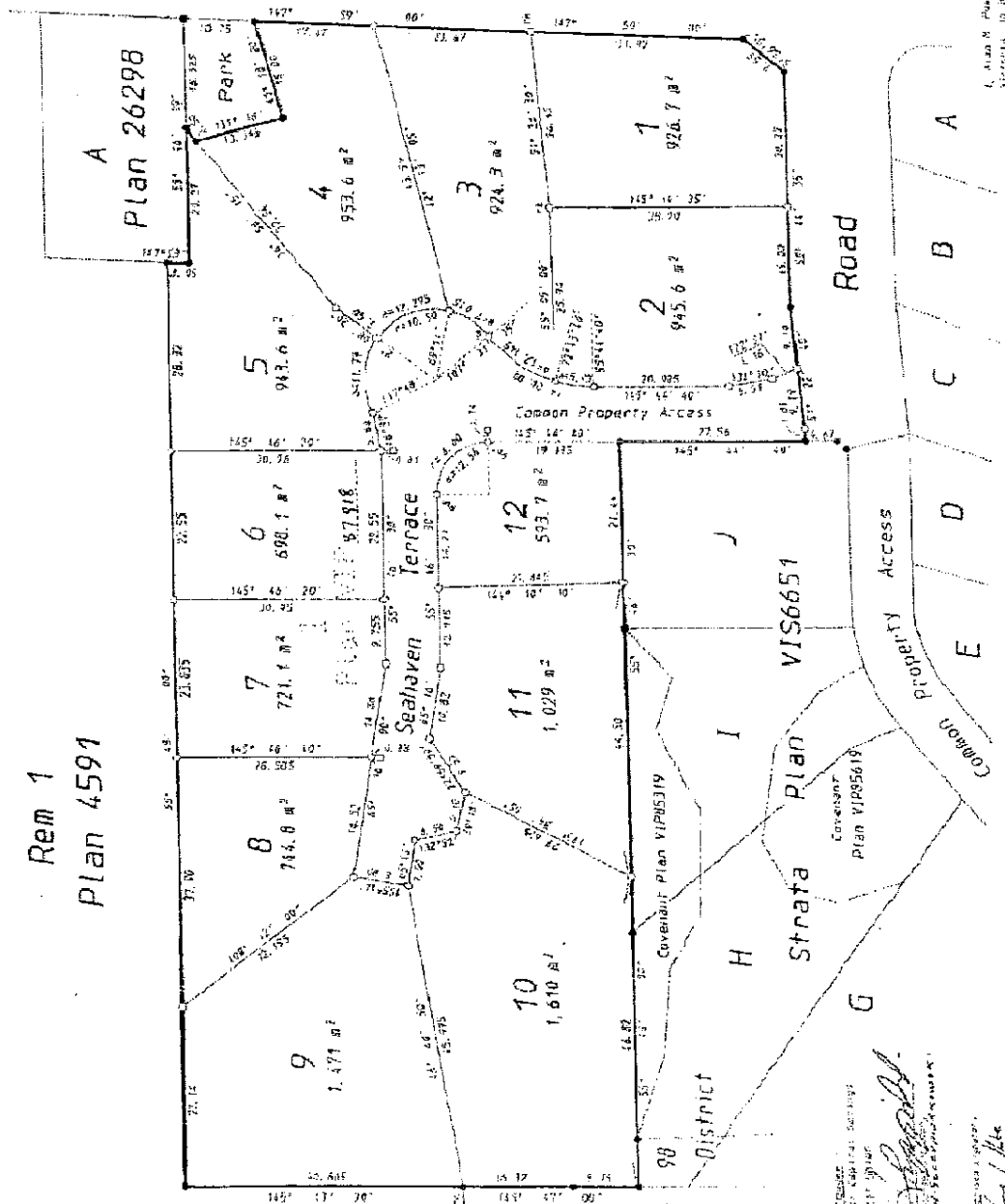
Property Access

Property Access

Property Access

Property Access

Property Access



Sheet 1 of 1 Sheets  
Strata Plan VIS 6651

Registered and registered to the case  
Title Office at Victoria, B.C.  
Date: 2 May 2010 10:51:19

A. Beace  
REGISTERED

FB346145

This plan has been registered  
Registered under the  
Town of Victoria

I, Alan W. Powell, a British Columbia Land Surveyor, of  
Victoria, in British Columbia, certify that I was present  
at and personally supervised the survey represented by  
this plan, and that the survey and plan are correct. The  
plan was prepared by me or under my supervision. I  
The plan was prepared and checked, and the survey  
was completed, on the 23rd day of December, 2009.

Alan W. Powell  
1000 11 Street, BCS

Inspected under the Land Title Act  
on the 23rd day of January, 2010

Alan W. Powell, BCS

Approved as a Bare Land Strata  
Plan under the Land Title Act  
on the 23rd day of January, 2010

Alan W. Powell, BCS

Inspected under the Land Title Act  
on the 23rd day of January, 2010

Alan W. Powell, BCS

Approved as a Bare Land Strata  
Plan under the Land Title Act  
on the 23rd day of January, 2010

Alan W. Powell, BCS

Approved as a Bare Land Strata  
Plan under the Land Title Act  
on the 23rd day of January, 2010

Alan W. Powell, BCS

REGISTERED STRATA PLAN  
VIS 6651  
ALAN W. POWELL, BCS  
1000 11 STREET, VICTORIA, B.C.

Reference Plan of Lot A, Section 98,  
Esquimalt District, Plan 18807,  
Except Part in Plan 26298

Pursuant to Section 100(1) (a) Land Title Act  
BCGS 928043

EXHIBIT "B"

Plan VIP 27918

Submitted to the Land Title Office of Victoria  
B.C. this 7<sup>th</sup> day of MAY, 2010

A. Grace per Al.  
Solicitor

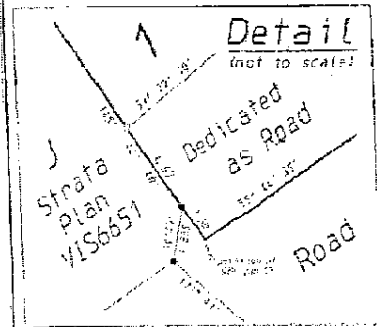
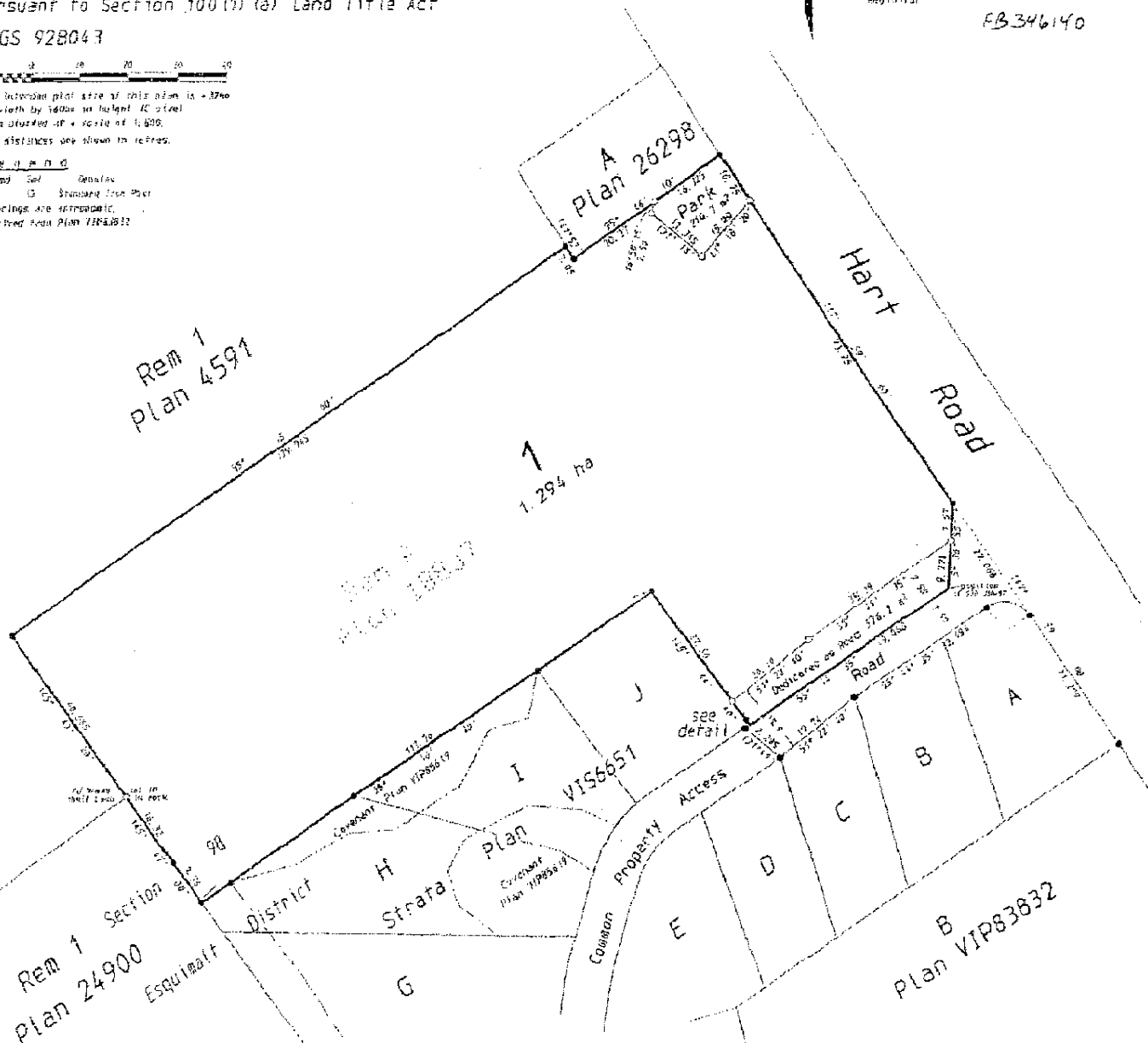
FB346140

10 0 10 20 30 40

The horizontal plan area of this plan is 1.294 ha  
in which by reason of height of view  
shown situated at a scale of 1:500.  
All distances are shown in metres.

LEGEND

- Property
  - Boundary
  - 15 Strata Lot Mark
- Boundaries are approximate,  
see text from Plan 18807.



Approval of no Road Dedication  
Approved under the Land Title Act  
this 25<sup>th</sup> day of April, 2010

*[Signature]*  
Solicitor  
Town of View Royal

This plan filed with the  
Regional District

I, Alan M. Powell, a British Columbia land surveyor, of  
Victoria, in British Columbia, certify that I was present  
to and personally supervised the survey represented by  
this plan, and that the survey and plan are correct. The  
survey was completed on the 10<sup>th</sup> day of November, 2009.  
The plan was completed and checked, and the checker's  
name under 795(2), on the 1<sup>st</sup> day of December, 2009.

*[Signature]*  
Alan M. Powell, BCLS

Notarized Copy -  
*[Signature]*  
Notary Public  
Victoria

Witness -  
Credit Capital Savings  
Credit Union  
*[Signature]*  
H. SERRADIMONICO

Witness (Solicitor) -  
*[Signature]*  
Corrie White  
Solicitor

Witness (Solicitor) -  
*[Signature]*  
Victoria, BC

Inspected under the Land Title Act  
on the 22<sup>nd</sup> day of January, 2010

*[Signature]*  
Alan M. Powell, BCLS

Plan 27918  
SOLICITOR ASSOCIATES  
25 Land Surveyors  
277-279 Douglas Street  
Victoria, BC V8V 1B6  
Phone (250) 382-8159

-7 MAY 2010 14 27

FB346157

**EXHIBIT "C"**

Strata Property Act

**Form V****SCHEDULE OF UNIT ENTITLEMENT (Sections 245 (a), 246, 264)**Re: Strata Plan VIS 6955being a strata plan of PID:       Lot 1, Section 98, Esquimalt District, Plan VIP 8798**BARE LAND STRATA PLAN**

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

- a) a whole number that is the same for all of the strata lots in the strata plan as set out in section 246 (6) (a) of the Strata Property Act.
- OR  b) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (6) (b) of the Strata Property Act.

\_\_\_\_\_  
Signature of Superintendent of Real Estate

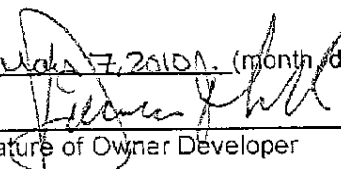
Strata Lot No.	Sheet No.	Total Area in m <sup>2</sup>	Unit Entitlement	% *of Total Unit Entitlement**
1	1	926.7	1	8.333
2	1	945.6	1	8.333
3	1	924.3	1	8.333
4	1	953.6	1	8.333
5	1	943.6	1	8.333
6	1	698.1	1	8.333
7	1	721.1	1	8.333
8	1	744.8	1	8.333

9	1	1471	1	8.333
10	1	1610	1	8.333
11	1	1029	1	8.333
12	1	593.7	1	8.333
Total Number of Strata Lots			Total Unit Entitlement	
12			12	

\* expression of percentage is for informational purposes only and has no legal effect

\*\* not required for a phase of a phased strata plan

Date: July 7, 2010 (month, day, year)

  
\_\_\_\_\_  
Signature of Owner Developer

\_\_\_\_\_  
Signature of Superintendent of Real Estate  
(If submitted under Section 264 of the Act)

FORMAT=C00/ 08:39AM FROM=FIGOIA

814-953-9301

T-137 P.004/018 F-447

## EXHIBIT " D "

PROPOSED BUDGET FOR THE FIRST TWELVE MONTHS OF  
OPERATION OF THE STRATA CORPORATION AFTER THE FIRST  
CONVEYANCE

## Common Expenses:

1.	Insurance	\$ 800.00
2.	Common Hydro:	\$1,000.00
3.	Snow removal/sweeping:	\$ 600.00
4.	Repairs & Maintenance:	\$ 800.00

Contingency Reserve Fund at 10% \$ 320.00

Total Budget: \$3,520.00

Each strata lots annual share of the budget is: \$293.33

Each strata lots monthly assessment is \$24.45 per month

EXHIBIT "E"

DECLARATION OF TRUST

I, CLINTON DARVIN MILLER, Businessman, of 6444 Welch Road, Saanichton, British Columbia, for an in consideration of the payment of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, HEREBY ACKNOWLEDGE that I hold that certain property located at 209 Hart Road, in the Town of View Royal, in the Province of British Columbia, and more particularly described as:

PID 003-788-741


LOT A, SECTION 98, ESQUIMALT DISTRICT, PLAN 18807, EXCEPT PART IN PLAN 26298 (the "Lands and Premises")

IN TRUST for 747746 B.C. LTD. (inc. No. BC0747746), a company duly incorporated under the laws of the Province of British Columbia, and having a registered and records office at #106 - 1022 Pandora Avenue, Victoria, British Columbia, AND HEREBY DECLARE that as and from the date hereof 747746 B.C. Ltd. is the beneficial owner of the lands and premises, and that I shall execute and deliver any documents relating to either the financing or the sale of the lands and premises as directed by 747746 B.C. Ltd.

The within Declaration of Trust shall be governed by the laws of the Province of British Columbia, and shall be binding upon the maker hereof, and his respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF this Declaration of Trust has been executed as of the 2nd of February, 2006.

SIGNED, SEALED AND DELIVERED in the presence of:

  
\_\_\_\_\_

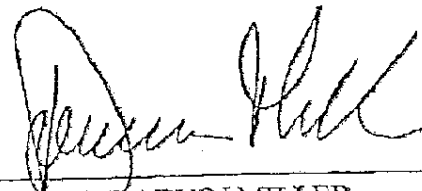
Signature of Witness

Name of Witness:

Address of Witness: GLEN A. CRAWFORD

Barrister & Solicitor  
#200 - 911 Yates Street  
Victoria, BC V8V 4X3

Occupation of Witness:

  
\_\_\_\_\_  
CLINTON DARVIN MILLER

**EXHIBIT "F"****Schedule of Restrictions****1. CONSTRUCTION REQUIREMENTS****1.1 Plan Approval**

- (a) There shall not be constructed, placed, erected or maintained on any strata lot any dwelling, building, outbuilding or other ancillary improvements (a "dwelling" or a "house") unless and until plans and specifications showing compliance in all respects with these restrictions and showing elevations, siting, size, colour scheme and all materials to be used have been submitted (in duplicate) to and approved in writing by Arbutus Hills Development Ltd. (the "Developer") or by their authorized agent or agents who shall have the right and power to approve or arbitrarily reject such plans and specifications; and construction shall include grading, filling or other preparatory work on the lot. All buildings to be located within a building site to be designated by the Developer.
- (b) All plans submitted for approval shall conform to the Town of View Royal bylaws in effect at that time and to the building codes in effect at that time. A set of drawings marked "Approved" and signed by the Developer or the Developer's authorized agent will be returned to the owner for submission to the Town of View Royal as required prior to the issuance of a building permit.

**1.2 Compliance and Damage Deposit**

No dwelling shall be constructed on any lot unless and until a deposit of \$5,000.00 for that lot has been submitted to the Developer, upon application for plan approval, to ensure compliance with these restrictions and the approved plans and specifications, to repair any damage to neighbouring areas or properties, subdivision services or municipal services (including, without limiting the generality of the foregoing, roads, curbs, street lights, sewer lines and water lines) and to carry out any street cleaning or clean-up of neighbouring areas or properties required as a result of the house construction. This deposit shall be held by the Developer until all work, including without limitation, construction of the house, driveway, front yard landscaping, fencing and clean-up, has been completed to the Developer's satisfaction.

**1.3 Construction Period**

The construction of any dwelling on a strata lot shall not be commenced unless it is commenced within 12 months of the date of the approval of the plans and specifications for the dwelling for that lot by the Developer or the Developer's authorized agent, otherwise any approval of plans and specifications given by the Developer for that lot shall be null and void. Construction of the dwelling shall be proceeded with diligently and continuously; and no construction on any strata lot shall remain in an uncompleted state (whether or not construction is proceeding) beyond the period ending on the date 12 months from the date the owner receives a building permit from the Town of View Royal for the construction of the dwelling for that lot. The Developer reserves the right to

grant extensions for the periods set out in this paragraph if, in the opinion of the Developer, circumstances warrant.

#### **1.4 Builder**

No dwelling shall be constructed on any strata lot unless the construction is done under the direction of a builder approved by the Developer.

#### **1.5 Hours of Construction**

No construction shall be carried out on any strata lot except between the hours of 7:00 a.m. and 7:00 p.m., on Mondays to Fridays, and between 8:00 a.m. and 6:00 p.m. on Saturdays.

### **2. SITE REQUIREMENTS**

#### **2.1 Setbacks**

No dwelling, garage or other outbuilding shall be constructed on any lot unless setbacks from the property lines for all yards shall conform to those established by the Town of View Royal for strata single family zoning, and such increased setbacks as may be prescribed by the Developer in the interest of tree preservation, variety in streetscapes or maximization of privacy. A building site shall be specified by the Developer for each strata lot.

#### **2.2 Height Limit**

No dwelling shall be constructed on any lot with a height of more than 26 feet (to mid-elevation of sloped roof). Towers on non-waterfront lots are exempt from this restriction.

#### **2.3 Trees**

No trees with a circumference of more than 15 centimeters, measured one metre from natural grade, shall be removed from any lot (notwithstanding a permit or approval to do so from the town of View Royal or any other authority) without the consent of the Developer.

#### **2.4 Fencing**

No side yard fencing shall be erected except behind the front face of the dwelling.

### **3. ARCHITECTURAL REQUIREMENTS**

#### **3.1 Roofs, Eaves and Soffits**

- (a) No dwelling shall be constructed on any strata lot with a roof finished in any material other than wood shake or shingles, metal roofing, fiberglass laminated shingle, concrete tile or natural slate.
- (b) No dwelling shall be constructed on any strata lot with gutters built of a material other than aluminum, wood or copper unless the gutters are concealed.

- (c) No dwelling shall be constructed on any strata lot with soffits building of any material other than wood, metal or stucco.

### **3.2 Chimneys**

No dwelling shall be constructed on any strata lot with an exposed metal chimney or shielded with any material other than brick, stone, wood, wood shingles, metal or stucco.

### **3.3 Exterior Materials**

- (a) No exterior face of any dwelling shall be finished in any material or combination of materials other than wood shingles, clapboard siding, board and batten, brick, stone, river rock, vertical, wood siding, split-faced concrete block at base, stucco, tile and concrete board (finish wall to 8 feet above finish grade)
- (b) No dwelling shall be constructed on any strata lot with trim built of any material other than wood.
- (c) No dwelling shall be constructed on any strata lot with doors or window frames built of any material other than wood, wood with metal or plastic cladding or baked enamel aluminum.
- (d) No dwelling shall be constructed on any strata lot with driveways built of any material other than brick, concrete pavers or concrete aggregate, save and except for strata lots 9 and 10 where the driveway may be paved with asphalt.

## **4. GENERAL REQUIREMENTS**

4.1 There shall not be stored, kept or permitted to be kept or stored on any strata lot or on any road or street adjoining any strata lot, any junk or wrecked or partially wrecked motor vehicles, or any salvage materials, or goods intended for commercial use or sale, nor shall any waste or refuse be kept or stored on any lot.

4.2 No trailers, boats, commercial vehicles, recreational equipment or similar property shall be stored on a lot unless stored inside the house or the garage.

4.3 No garbage, trash, refuse or other waste shall be kept or stored on any strata lot other than in sanitary containers inside garages or enclosed areas, other than on a day of periodic collection.

4.4 No heating oil fuel storage tanks of any size or propane or natural gas storage tanks with a capacity of more than 20 kilograms of fuel, shall be built or placed on any strata lot, either above or below ground or inside or outside of any building.

4.5 No building or structure other than a single family dwelling and necessary out-buildings such as a garage may be built on any strata lot.

4.6 No mobile, manufactures or modular pre-built home or temporary building, tent, shack, greenhouse, barn or guesthouse shall be built or placed on any strata lot.

4.7 The Developer reserves the right to grant special approvals on house designs for specific strata lots which do not comply with the provisions set out in the building scheme in all respects if, in the opinion of the Developer, the design is architecturally acceptable; and upon any such special approvals being given, the provisions of this building scheme shall be deemed to be modified, amended or enlarged to allow for such special approvals on such specific lots.

4.8 The restrictions shall be for the benefit of all the strata lots, provided however that the Developer reserves the right to exempt any of the strata lots remaining undisposed of by the Developer from all or any of the restrictions and benefits.

4.9 The Developer shall designate an area on each strata lot that can be building on (the "building envelope") and in all cases construction of the dwelling house shall be restricted to the designated building envelope area only.

**END OF DOCUMENT**

EXHIBIT "G"



PAGE 1 of \_\_\_\_\_ PAGES

CONTRACT OF PURCHASE AND SALE

PREPARED BY: \_\_\_\_\_ (AGENCY - PLEASE PRINT) DATE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PC: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PER: \_\_\_\_\_ MLS# No.: \_\_\_\_\_

SELLER: _____	BUYER: _____
SELLER: _____	BUYER: _____
ADDRESS: _____	ADDRESS: _____
_____ PC: _____	_____ FC: _____
PHONE: _____	PHONE: _____
RESIDENT OF CANADA <input type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION: _____
as defined under the <i>Income Tax Act</i> .	

PROPERTY: Address: \_\_\_\_\_ Municipality: \_\_\_\_\_ PC: \_\_\_\_\_  
Legal Description: \_\_\_\_\_ (Property) PID # \_\_\_\_\_

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

1. PURCHASE PRICE: The purchase price of the Property will be \_\_\_\_\_

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_ (Purchase Price)

2. DEPOSIT: A deposit of \$ \_\_\_\_\_ which will form part of the Purchase Price, will be paid on the following terms:

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

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

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

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

5. POSSESSION: The Buyer will have vacant possession of the Property at 12 noon on \_\_\_\_\_, yr. \_\_\_\_\_ (Possession Date) OR, subject to the following existing tenancies, if any: \_\_\_\_\_

--	--	--	--

INITIALS

PROPERTY ADDRESS

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

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

BUT EXCLUDING:

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

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

10. TENDER: Tender of payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary'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 4:00 pm on the Completion Date.

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

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

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

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

16. RISK: All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 a.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 and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.

INITIALS

PROPERTY ADDRESS

19. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled Working With a Real Estate Agent and acknowledge and confirm as follows:

- A. the Seller has an Agency relationship with \_\_\_\_\_ and \_\_\_\_\_
- B. the Buyer has an Agency relationship with \_\_\_\_\_ and \_\_\_\_\_
- C. the Buyer and the Seller have consented to a limited dual agency relationship with \_\_\_\_\_ and \_\_\_\_\_

having signed a Limited Dual Agency Agreement dated \_\_\_\_\_ If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

20. PERSONAL INFORMATION: The Buyer and the Seller hereby consent to the collection, use and disclosure by the Agents and salespersons described in Clause 19, the real estate boards of which those Agents and salespersons are members and, if the Property is listed on a Multiple Listing Service, the real estate board that operates that Multiple Listing Service, of personal information about the Buyer and the Seller:

- A. for all purposes consistent with the transaction contemplated herein;
- B. if the Property is listed on a Multiple Listing Service, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service and other real estate boards of any statistics including historical Multiple Listing Service data for use by persons authorized to use the Multiple Listing Service of that real estate board and other real estate boards;
- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Working With A Real Estate Agent.

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 until after the date specified for the Buyer to either:  
A. fulfill or waive the terms and conditions herein contained; and/or  
B. exercise any option(s) herein contained.

22. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

23. OFFER: This offer, or counter-offer, will be open for acceptance until \_\_\_\_\_ o'clock \_\_\_\_\_ m. on \_\_\_\_\_ yr. \_\_\_\_\_ and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X \_\_\_\_\_ (BUYER) \_\_\_\_\_ (PRINT NAME)  
 (WITNESS)

X \_\_\_\_\_ (BUYER) \_\_\_\_\_ (PRINT NAME)  
 (WITNESS)

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

Seller's acceptance is dated \_\_\_\_\_ yr.

X \_\_\_\_\_ (SELLER) \_\_\_\_\_ (PRINT NAME)  
 (WITNESS)

X \_\_\_\_\_ (SELLER) \_\_\_\_\_ (PRINT NAME)  
 (WITNESS)

## INFORMATION ABOUT THE 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 39 of the *Real Estate Act* states that a real estate company holds deposits as a stakeholder. The money is held for the transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the agent requires the signatures of both the Buyer and the Seller in order to release the deposit. If both parties do not sign the deposit release, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange the documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date, and the Buyer signs the documents.
  - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
  - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The Buyer's Lawyer or Notary releases the sale proceeds to the Seller's Lawyer 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:** (Clause 5) The Buyer should make arrangements through 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:** (Clause 8) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the Seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Clause 13) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

### Costs to be Borne by the Seller

#### Lawyer or Notary Fees and Expenses:

- attending to execution of documents.

#### Costs of clearing title, including:

- discharge fees charged by encumbrance holders,
- prepayment penalties.

#### Real Estate Commission.

#### 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.

#### Goods and Services Tax.

7. **RISK:** (Clause 18) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Buyer pays the balance of the funds into trust. The Seller should maintain the Seller's insurance in effect until the later of 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 freshed residences. If your transaction involves:
  - a house or other building under construction
  - a business
  - a lease
  - other special circumstances
 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.
9. **ALTERNATE DISPUTE RESOLUTION:** Parties to this contract may pursue alternate dispute resolution if a dispute arises after completion of the transaction. It is recommended that the parties first mediate the dispute. Failing agreement to mediate, or if the mediation fails, then disputes can be submitted to an Arbitration under the *Commercial Arbitration Act* (BC). BCRA member boards can provide guidance on the selection of mediation and arbitration services in your area.



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VICTORIA REAL ESTATE BOARD  
MULTIPLE LISTING SERVICE<sup>SM</sup>

CONTRACT OF PURCHASE WITH  
ADDENDUM 1

MLS# NO. \_\_\_\_\_ DATE \_\_\_\_\_ PAGE \_\_\_\_\_ OF \_\_\_\_\_ PAGES

It is recommended that this form be filled in and attached to the Contract of Purchase and Sale

RE: ADDRESS \_\_\_\_\_

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED \_\_\_\_\_

AS SELLER(S) AND

MADE BETWEEN \_\_\_\_\_

AS BUYER(S) AND COVERING

THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

- 1. PROVINCIAL PROPERTY TRANSFER TAX (Buyer)**  
The Buyer is aware of the Provincial Property Transfer Tax of 1% on the first \$200,000 and 2% on the balance of the purchase price, payable by the Buyer unless the Buyer qualifies for exemption.
- 2. APPLIANCE WARRANTY (Buyer)**  
The Buyer acknowledges that the appliances being purchased may be used and in such case Seller does not warrant the condition of the fitness of such used appliances.
- 3. DEPOSITS (Buyer & Seller)**  
A Buyer's deposit cannot be released until it has cleared banks and the provisions of the Real Estate Act have been complied with. Only deposits over \$5,000.00 and held in trust for more than 60 days shall be deposited in an interest bearing account with interest accruing to the Buyer.
- 4. SURVEY CERTIFICATE (Seller)**  
The Seller agrees to provide the Buyer at no cost with a surveyor's certificate of the Property if one is available.
- 5. FIREPLACES, FIREPLACE INSERTS AND WOOD STOVES (Buyer)**  
The Buyer(s) agree that they must satisfy themselves with the compliance of any fireplace, fireplace insert or wood stove installed in the Property with applicable municipal or regional bylaws and fire insurance requirements.
- 6. PROPERTY INSPECTIONS (Buyer & Seller)**  
Inspections may include the following:  
(a) An inspection of the building and outbuildings;  
(b) An inspection to confirm that the fireplace, wood stove and chimney installation are compliant with municipal bylaws;  
(c) An inspection to confirm the Property boundaries;  
(d) An inspection to verify the proper operation of the septic system; and  
(e) An inspection to confirm the quality and quantity of the well water.
- 7. OIL IN TANK (Buyer & Seller)**  
If applicable and notwithstanding clause 8 on page 1 of this Contract, the Buyer shall acquire at no cost the fuel oil in the tank as of the Possession Date, taking into consideration reasonable usage by the Seller from the date of this Contract to the Possession Date.
- 8. UNAUTHORIZED ACCOMMODATION (Buyer)**  
The Buyer is aware that this Property contains unauthorized accommodation and has been informed of the consequences of such ownership and the potential loss of income should the rental of any unauthorized accommodation be discontinued.
- 9. MORTGAGE REFERRAL FEE (Buyer & Seller)**  
The Buyer's agent involved in this sale may receive a fee or other consideration from a lender who provides financing to the Buyer.
- 10. GST (Buyer & Seller)**  
The Buyer and the Seller agree that they must satisfy themselves concerning the application of GST to this transaction.
- 11. PROPERTY DISCLOSURE (Buyer & Seller)**  
The attached Property Disclosure Statement dated \_\_\_\_\_ yr \_\_\_\_\_ is incorporated into and forms a part of this Contract.
- 12. DWELLING SIZE AND ROOM MEASUREMENTS (Buyer)**  
The Buyer is satisfied with the area of the dwelling as viewed by the Buyer on \_\_\_\_\_ yr \_\_\_\_\_ and acknowledges that the dimensions of the dwelling and any room measurements, as advertised or provided, are approximate only.
- 13. TITLE TO PROPERTY (Buyer)**  
The Buyer acknowledges that it is the Buyer's responsibility to satisfy himself with respect to the legal effect of the charges which will remain on the title to the Property after the Completion Date.

WITNESSES

BUYER

WITNESSES

BUYER

WITNESSES

SELLER

WITNESSES

SELLER

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# VICTORIA REAL ESTATE BOARD

## MULTIPLE LISTING SERVICE™

# CONTRACT OF PURCHASE AND SALE

## ADDENDUM II

MLS# NO. \_\_\_\_\_

DATE \_\_\_\_\_

PAGE \_\_\_\_\_

OF \_\_\_\_\_

PAGES

*This form (if applicable) is to be completed and attached to the Contract of Purchase and Sale*

RE: ADDRESS \_\_\_\_\_

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED \_\_\_\_\_

AS SELLER(S), AND

MADE BETWEEN \_\_\_\_\_

AS BUYER(S) AND COVERING

THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

### 1. BUYER FINANCING

Subject to the Buyer arranging mortgage financing on or before \_\_\_\_\_ yr \_\_\_\_\_ for a principal sum of at least \$ \_\_\_\_\_ at a rate of interest and on terms and conditions satisfactory to the Buyer. This condition is for the sole benefit of the Buyer.

### 2. PROPERTY INSPECTION

Subject to the Buyer obtaining and approving an inspection report of the Property on or before \_\_\_\_\_ yr \_\_\_\_\_ Upon first receiving reasonable notice, the Seller will permit the Buyer and the Buyer's agents to have access to the Property to conduct such inspections. This condition is for the sole benefit of the Buyer.

### 3. STATE OF PROPERTY TITLE

Subject to the Buyer being satisfied with the state of title to the Property including without limitation, the nature of each charge registered on the title of the Property on or before \_\_\_\_\_ yr \_\_\_\_\_. This condition is for the sole benefit of the Buyer.

### 4. 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 until after 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

WITNESS: \_\_\_\_\_

BUYER: \_\_\_\_\_

(S)

WITNESS: \_\_\_\_\_

BUYER: \_\_\_\_\_

(S)

WITNESS: \_\_\_\_\_

SELLER: \_\_\_\_\_

(S)

WITNESS: \_\_\_\_\_

SELLER: \_\_\_\_\_

(S)

SELLING AGENT'S COPY

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**VICTORIA REAL ESTATE BOARD**  
MULTIPLE LISTING SERVICE

**PROPERTY DISCLOSURE STATEMENT**  
**RESIDENTIAL**

Date of disclosure: \_\_\_\_\_

PAGE 1 of \_\_\_\_\_ PAGES

The following is a statement made by the seller concerning the property located at:

**ADDRESS:** \_\_\_\_\_

THE SELLER IS RESPONSIBLE FOR THE ACCURACY OF THE ANSWERS ON THIS DISCLOSURE STATEMENT AND WHERE UNCERTAIN SHOULD REPLY "DO NOT KNOW" THIS DISCLOSURE STATEMENT CONSTITUTES A REPRESENTATION UNDER ANY CONTRACT OF PURCHASE AND SALE IF SO AGREED IN WRITING, BY THE SELLER AND THE BUYER.

THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.

GENERAL	THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.			
	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. Are the premises connected to a public sanitary sewer system?				
B. Are the premises connected to a public water system?				
C. Are the premises connected to a private or a community water system?				
D. Is the property serviced by a private well?				
E. Are you aware of any underground oil storage tank(s) on the property?				
F. Is the property serviced by a septic system/lagoon?				
G. Do the premises contain unauthorized accommodation?				
H. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?				
I. Are you aware of, or have you been charged, any local improvement levies/charges?				
J. Have you received any other notice or claim affecting the property from any person or public body?				
K. Are there any equipment leases or service contracts, i.e. security systems, water purification, etc.?				
L. Were these premises constructed or renovated by an "owner builder", as defined in the Homeowner Protection Act, with construction commencing or a building permit applied for after July 1, 1997? (If so, attach required Owner Builder Declaration and Disclosure Notice.)				
M. Are these premises covered by third party "home warranty insurance"?				
STRUCTURAL	YES	NO	DO NOT KNOW	DOES NOT APPLY
A. To the best of your knowledge, are the exterior walls insulated?				
B. To the best of your knowledge, is the ceiling insulated?				
C. To the best of your knowledge, have the premises ever contained asbestos insulation?				
D. To the best of your knowledge, have the premises ever contained urea formaldehyde foam insulation?				
E. Has a final building inspection been approved or a final occupancy permit been obtained?				
F. Has the wood stove/replace insert installation been approved by local authorities?				
G. Are you aware of any additions or alterations made without a required permit?				
H. Are you aware of any additions or alterations made in the last sixty days?				



ADDENDUM TO THAT CERTAIN AGREEMENT FOR PURCHASE AND SALE DATED  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007.

BETWEEN:

**ARBUTUS HILL DEVELOPMENT LTD.** A Company duly incorporate  
under the Laws of the Province of British Columbia with an address at:  
\_\_\_\_\_  
Victoria, B.C.

(The "Seller")

OF THE FIRST PART

AND:

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Telephone

(The "Buyer (s)" )

OF THE SECOND PART

The parties hereto acknowledge and agree that the following additional terms and conditions shall be included in and be deemed to form part of the Purchase and Sale Agreement herein:

"This Agreement for Purchase and Sale shall:

- (a) be terminable at the option of the Buyer for a period of seven (7) days after receipt of an amended Disclosure Statement if the amendment materially affects the offering or if the amended Disclosure Statement is not received within nine (9) months after acceptance of the initial Disclosure Statement;
- (b) require no greater than 10% of the purchase price be paid by way of deposit or otherwise;
- (c) require that all such funds including where applicable interest earned, be returned to the Buyer forthwith upon notice or termination by the Buyer, without deductions; and
- (d) in accordance with Section 57 (1) (c), all such funds are to be held in a trust account of a licensee under the Real Estate Act, a solicitor or notary public until completion of the transaction or earlier transaction."

-2-

Dated this \_\_\_ day of \_\_\_\_\_, 2007

Seller:

Arbutus Hill Development Ltd.

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

Buyer(s) )

\_\_\_\_\_ )

Witness )

Name )

Address )

Occupation )

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer (if applicable)