

DISCLOSURE STATEMENT

Dated: April 19, 2023

of

FORTWOOD HOMES & SONS LTD.

For

7000 Husband Drive, Prince George, British Columbia

**RIVERSTONE
(the "Development")**

Developer:

- | | | |
|-----|-----------------------------------|--|
| (a) | Name: | Fortwood Homes & Sons Ltd.
2255 Quinn Street South,
Prince George, BC, V2N 2X4 |
| (b) | Address for Service: | 614 – 1488 4 th Avenue,
Prince George, BC, V2L 4Y2 |
| (c) | Business Address of Developer: | 2255 Quinn Street South,
Prince George, BC V2N 2X4 |
| (d) | Address of Real Estate Brokerage: | RE/MAX Core Realty,
1717 Central Street West,
Prince George, BC, V2N 1P6
Attention: Roger Kollner |

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 initialling in the space provided here:

Purchaser's Initials

RIGHT OF RESCISSION

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

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

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

The Developer must promptly place purchaser's deposits with a brokerage, lawyer or notary public who must place the deposit 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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1. The Developer

- 1.1 The Developer is a British Columbia company incorporated on February 10, 1975 under incorporation number BC0134738.
- 1.2 The Developer has been incorporated since 1975 and was not incorporated specifically for the purpose of developing the strata lots and the Developer has other assets besides the development property itself.
- 1.3 The address of the Developer's registered and records office is located at:
Traxler Haines, Barristers & Solicitors, 614 – 1488 – 4th Avenue, Prince George, BC,
V2L 4Y2.
- 1.4 The names of the directors of the Developer are:
 1. Antonio Rebelo
 2. Edward Manuel Rebelo
 3. Mary Antonia Husband
 4. Anthony Joseph Rebelo
 5. Natalia Costa Rebelo
- 1.5
 - (1) The Developer is a family business which was incorporated in 1975 and it has built homes, bought and subdivided property in the City of Prince George on a regular basis for 48 years. The Developer sells subdivision lots for construction and also contracts to build custom homes. The Director, Antonio Rebelo, has more than 48 years of construction experience and conducts the daily activity of the Company involved in the Development.
 - (2) Neither the Developer, nor any of the Directors or Officers of the Developer or principal holder, have 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 10 years before the date of the Developer's declaration, or ever.
 - (3) Neither the Developer, nor any principal holder of the Developer, or any Director or Officer of the Developer or principal holder, were 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, within five years before the date of the Developer's declaration.
 - (4) The Developer has the following affiliated companies:

Ogilvie Building Supplies Ltd.

Royal Oak Apartment Ltd.

1023465 B.C. Ltd.

443924 B.C. Ltd.

443941 B.C. Ltd.

443944 B.C. Ltd.

443947 B.C. Ltd.

442462 B.C. Ltd.

- (5) The Directors of the Developer are the Directors or Officers of the aforementioned affiliated companies.

- 1.6 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 Officer of the principal holders, and any person providing goods or services to the Developer, manager or holders of the development units in connection with the development which could reasonably be expected to affect the purchaser's purchase decision.

2. General Description

2.1 General Description of Development.

2.1.1. Strata Title Development

The strata development (the "Development") consists of 54 residential Strata Lots ("Strata Lots") in Seven (7) phases, comprising of 54 townhouse Strata Lots created under the British Columbia *Strata Property Act*.

The Strata Lots will be owned individually, together with a proportionate share in the common property ("Common Property") as defined under the *Strata Property Act*, including common facilities and other assets of the Strata Corporation, which will be owned as tenants in common by the owners of the Strata Lots.

2.1.2. Location of the Development

The Development is located at 7000 Husband Drive, in the City of Prince George, in the Province of British Columbia.

2.1.3. Description of the Development

The Development will consist of Seven (7) residential buildings containing a total of 54 Strata Lots and comprising 54 townhouse strata units.

2.1.3.1 Units Offered for Sale

Phase 1	9 Townhouse Strata Lots	Presently offered for sale
Phase 2	8 Townhouse Strata Lots	Not offered for sale at present
Phase 3	7 Townhouse Strata Lots	Not offered for sale at present
Phase 4	7 Townhouse Strata Lots	Not offered for sale at present
Phase 5	10 Townhouse Strata Lots	Not offered for sale at present
Phase 6	11 Townhouse Strata Lots	Not offered for sale at present
Phase 7	2 Townhouse Strata Lots	Not offered for sale at present

2.1.3.2. Description of Strata Lot Units

Phases 1, 2, 3, 4, 5, 6, & 7 consist of Seven 3 storey wood-frame buildings containing Fifty-four (54) townhouse Strata Lots generally described as follows:

Ground floor – One car garage

1st floor – Garage and furnace room

2nd floor – 2-piece bathroom, kitchen, living room and dining area and balcony

3rd floor – 3 bedrooms, full bathroom and laundry area

2.1.4 Plans of Development

The Strata Plans for Phase 1 of the Development being, Phase 1 of Strata Plan EPS9262, are attached as Exhibit A to this Disclosure Statement.

2.2 Permitted Use

The lands of the Development property are zoned by the City of Prince George as RM3 Multiple Residential Zone. Additional information and details about the zoning and permissible uses applicable to the Development may be obtained from the City of Prince George Planning Department, City Hall, 1100 Patricia Boulevard, Prince George, BC, V2L 3V9; Tel No. 250-561-7611.

2.3 Phasing

The Development is a Phased Strata Plan. A Phased Strata Plan is a development which is constructed and completed in parts, but all parts will become one Strata Corporation. The Development will be developed in Seven (7) Phases as follows:

Phase 1	9 Townhouse Strata Lots
Phase 2	8 Townhouse Strata Lots
Phase 3	7 Townhouse Strata Lots
Phase 4	7 Townhouse Strata Lots
Phase 5	10 Townhouse Strata Lots
Phase 6	11 Townhouse Strata Lots
Phase 7	2 Townhouse Strata Lots
Total Number of Strata Lots	54

An approved Form P Phase Strata Declaration under the *Strata Property Act*, is required for each Phased Strata Plan. This form describes important aspects of the phased development. The location and area of each phase including common facilities is set out on the attachments to it.

The Form P for the Development, as approved by the Approving Officer for the City of Prince George, is attached as Exhibit B to this Disclosure Statement.

Purchasers are cautioned that, under the *Strata Property Act*, the Developer is entitled not to proceed with all subsequent phases.

3. Strata Information

3.1 Unit Entitlement

The “Unit Entitlement” of each strata Lot is a figure indicating its share in the Common Property and Common Assets of the Strata Corporation, and by which its contribution to the expenses of the Strata Corporation is determined. The Unit Entitlement is based on habitable area in square metres of the Strata Lot, rounded to the nearest whole number in accordance with the Schedule of Unit Entitlement set out in Form V under the *Strata Property Act*.

The Form V will be filed concurrently with the Strata Plans. A summary of the proposed Unit Entitlement for Phase 1 of the Development, being Phase 1 of Strata Plan EPS9262, are attached hereto as Exhibit C.

3.2 Voting Rights

The number of votes per residential strata lot, if any, is 1, and the number of votes per non-residential strata lot is calculated in accordance with section 247(2)(a)(ii) of the *Strata Property Act*. See Exhibit C.

3.3 Common Property and Facilities

The areas of common property are shown on Strata Plan EPS9262 that are attached as Exhibit A. Those parts of the lands and buildings shown on the Sketch Plan to Accompany the Form P that are not part of a Strata Lot will be included within the common property. The Development will contain the following common property facilities:

- (a) Outside common areas include landscaped areas in the front, back and sides and 8 visitor parking spots and bicycle stalls.

3.4 Limited Common Property

“Limited Common Property: is an area within the Common Property that may be used exclusively by one or more Strata Lot owners and any additional maintenance created by such user will be the responsibility of the owners. The Developer will designate Limited Common Property upon registration of the Strata Plans as shown in the Preliminary Plans attached hereto as Exhibit A which shall include:

- (a) Two parking spaces per Strata Lot.

The *Strata Property Act* provides that the Strata Corporation is responsible for maintaining all common property. Therefore, the Strata Corporation will be responsible for maintaining:

- (a) The structure of a building;
- (b) The exterior of a building;
- (c) Stairs, balconies and other things attached to the exterior of a building;
- (d) Doors and windows, on the exterior of a building or that front on the common property; and
- (e) Fences, railings and similar structures that enclose patios, balconies and yards.

The *Strata Property Act* also provides that the Strata Corporation is responsible for maintaining limited common property. However, Section 72(2) (a) of the *Strata Property Act* provides that the Strata Corporation may by bylaw make owners responsible for the repair and maintenance of the limited common property that they use. Bylaws 2 and 8 of Schedule of standard bylaws make an owner responsible for maintaining and repairing limited common property that they use, except that the Strata Corporation shall repair and maintain the vegetation that will be part of the Limited Common Property.

Pursuant to Section 99 of the *Strata Property Act*, expenses paid by the Strata Corporation for repair and maintenance of common property shall be allocated to all Strata Lots in proportion to their unit entitlement, with the exception of operating fund expenses that are related to limited common property or to a specific type or section of Strata Lot if separate types or sections have been created. As Strata Lots in the Development will be all of the same type no separate types or sections have been created. Common expenses included in the operating fund that relate to and benefit only limited common property will be allocated to only those Strata Lots entitled to use that limited common property and shared amongst those Strata Lots in proportion to their relative unit entitlement figures. In addition, all contributions to the contingency reserve or a special levy that relate to limited common property will be paid for by all the Strata Lot owners in proportion to their relative unit entitlement figures.

3.5 Bylaws

The Bylaws of the Strata Corporation will be those contained in the Schedule of Standard Bylaws as set forth in the *Strata Property Act* and are attached as Exhibit I.

3.6 Parking

Each of the 54 townhouse Strata Lots will have one parking space in the garage which forms part of the Strata Lot.

Each of the 54 townhouse Strata Lots will have two parking spaces in front of their unit which forms part of the Limited Common Property.

The Development will have 8 Common Property visitor parking spaces.

3.7 Furnishings and Equipment

The following will be included in the purchase price of each Strata Lot:

- (a) Garage door and two garage door openers.

The above items will not be encumbered except to the extent of any mortgage registered in the land title office. Any manufacturers' warranty will be passed on to the purchaser, if permitted by such warranty.

3.8 Budget

3.8.1 Interim Budget

An estimated Interim Budget for a full year of operating expenses of the Strata Corporation, based on current costs, for Phases 1, 2, 3, 4, 5, 6, & 7 of the Development is attached as Exhibit D. Exhibit D also sets out the monthly strata fee for each Strata Lot based on the Interim Budget.

3.8.2 Contingency Reserve Fund.

- (i) Pursuant to Section 12 of the *Strata Property Act*, a Developer is required to establish a contingency reserve fund by making a contribution to that fund at the time of the first conveyance of a Strata Lot to a purchaser. The contribution shall not be less than 10% of the estimated operating expenses set out in the interim budget so long as the first conveyance occurs within one year of the deposit of the Strata Plan. The Developer intends to contribute 10% of the estimated operating expenses.
- (ii) Under Section 7 of the *Strata Property Act* the Developer must pay the Strata Corporation's expenses up to the end of the month in which there is the first conveyance of a Strata Lot to a purchaser. Under Section 14 of the *Strata Property Act*, after that month and before the first annual budget takes effect, if the Strata Corporation's expenses exceed the estimated expenses in the interim budget, then the Developer must pay the excess to the Strata Corporation. Where excess expenses are more than 10% or 20% of the amounts estimated in the

interim budget, Section 3.1(1) of the regulations requires a developer to pay to the Strata Corporation a further amount equal to 2 or 3 times respectively, the amount of the excess.

(c) Strata Lot Taxes.

Each Strata Lot owner shall be responsible for real property taxes for his Strata Lot. Property taxes are levied by the City of Prince George.

(d) Strata Lot Expenses. The following utilities will be separately metered or assessed to each Strata Lot and the service activation fees and monthly or annual charges will be the responsibility of each Strata Lot owner:

- (i) Electricity;
- (ii) Cable vision;
- (iii) Telephone; and
- (iv) Natural Gas;
- (v) City of Prince George Property Tax charges.

(e) Other Expenses. The following utilities will be paid by the Strata Corporation and their costs will be prorated to the owners of the Strata Lots and included in the monthly assessment:

- (i) City of Prince George water, sewer and garbage charges;
- (ii) Electricity for Common Property;
- (iii) Insurance;
- (iv) Strata Management;
- (v) Repair, Maintenance and Janitorial Service for the Common Property and Common Facilities including landscaping, and mechanical systems;
- (vii) Building envelope inspections and maintenance; and
- (viii) Such other services and equipment that the Strata Corporation may from time to time provide.

Each lot will be responsible for a portion of the Strata Corporation's share of the costs and expenses incurred by the Strata Corporation, and each lot's portion of such costs and expenses are substantially in accordance with the estimate of each lot's share of such costs included in the interim budget. Each lot owner's portion of such costs and expenses will be apportioned between the owners in accordance with the unit entitlement of each strata lot and included in the monthly assessments for the operating budget. The interim budget for the development is attached hereto and marked as Exhibit D.

3.9 Utilities and Services

- (a) Water, Sewer and Garbage will be supplied by the City of Prince George and these charges will be apportioned and separately billed to each Strata Lot owner in the metered billing structure that the City Prince George sets up, quarterly or semi-annually;
- (b) Each Strata Lot will be connected to BC Hydro & Power Authority and shall be separately metered for electrical. The Strata Corporation will be separately metered for common area lighting and electrical;

- (c) Each Strata Lot will be connected to Fortis BC for natural gas and shall be separately billed for natural gas;
- (d) Telephone service will be supplied upon application by the individual Strata Lot owners to a Telephone company;
- (e) Each Strata Lot will be connected to the cable television supply system. Cable television will be supplied upon application by the individual Strata Lot owners to a cable vision company;
- (f) Internet access will be supplied upon application by the individual Strata Lot owners to an internet service provider;

3.10 Strata Management Contracts

The Developer has not entered into a Management Contract but reserves the right to do so.

3.11 Insurance

See Exhibit E – Certificate of Liability Insurance

- (a) Insurance coverage will be placed on the Development by the Developer in the name of the Strata Corporation. The Developer will obtain liability coverage in the name of the Strata Corporation in the amount of \$5,000,000.00. Pursuant to section 149 of the *Strata Property Act*, the Developer will obtain the following property insurance in the name of the Strata Corporation:
 - (i) Common property;
 - (ii) Common assets;
 - (iii) Building;
 - (iv) Fixtures built or installed on the Strata Lot by the Developer as part of the original construction. Fixtures built or installed on the Strata Lot by the Developer as part of the original construction. Fixtures are defined in Regulation 9.1(1) as “items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers and other items.”
- (b) The Developer will also obtain insurance against “major perils”, which are defined in Regulation 9.1(2) as “fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.”

3.12 Rental Disclosure Statement

Under section 139 of the Strata Property Act, the Developer must make disclosure to any purchaser of the intention to lease Lots in order to ensure that those Lots may be leased in the future. The Developer does not intend to lease any of the Residential Lots but has reserved the right for the Developer and/or purchaser from the Developer to lease any or all of the Residential Lots by the filing of a Rental Disclosure Statement in Form J with the Superintendent of Real Estate in the form attached hereto as Exhibit F.

4. **Title and Legal Matters**

4.1 Legal Description

The legal description of the lands (the “Lands”) of the Development is as follows:

Parcel Identifier: 031-885-535
 Lot A District Lot 2014 Cariboo District Plan EPP125565

The Strata Plans for Phase 1 of the Development, being Phase 1 of Strata Plan EPS9262, of Lot A District Lot 2014 Cariboo District Plan EPP125565, are attached as Exhibit A. After registration of the strata plan, there will be 9 titles to the strata lots as follows:

Strata Lot 1 District Lot 2014 Cariboo District Strata Plan EPS9262
 Strata Lot 2 District Lot 2014 Cariboo District Strata Plan EPS9262
 Strata Lot 3 District Lot 2014 Cariboo District Strata Plan EPS9262
 Strata Lot 4 District Lot 2014 Cariboo District Strata Plan EPS9262
 Strata Lot 5 District Lot 2014 Cariboo District Strata Plan EPS9262
 Strata Lot 6 District Lot 2014 Cariboo District Strata Plan EPS9262
 Strata Lot 7 District Lot 2014 Cariboo District Strata Plan EPS9262
 Strata Lot 8 District Lot 2014 Cariboo District Strata Plan EPS9262
 Strata Lot 9 District Lot 2014 Cariboo District Strata Plan EPS9262

(hereinafter collectively referred to as “the Strata Lots” and individually by “Lot number”)

4.2 Ownership

The registered owner of the Development is Fortwood Homes & Sons Ltd., Incorporation Number BC0134738, shown on the copy of the title attached as Exhibit H.

4.3 Existing Encumbrances and Legal Notations

(a) Legal Notations:

- (i) THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA6737970
- (ii) THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, CA8522166

(b) Charges, Liens and Interests:

- (i) Mortgage number CA173602 in favour of Integris Credit Union. The Mortgage will be removed from the titles to each lot as a condition of sale;
- (ii) Statutory Right of Way CA1721718;
- (iii) Priority Agreement CA1721719;
- (iv) Covenant CA2562168;
- (v) Priority Agreement CA2562169;
- (vi) Statutory Right of Way CA2562171;
- (vii) Priority Agreement CA2562172;
- (viii) Statutory Right of Way CA5442935;
- (ix) Priority Agreement CA5442936;
- (x) Covenant CA5862698;
- (xi) Priority Agreement CA5862699;
- (xii) Covenant CB460646;
- (xiii) Priority Agreement CB460647.

4.4 Proposed Encumbrances

(a) There will be the following encumbrances

- (i) Access Easement will be registered to provide for Natural Gas services, hydro, Telus, Shaw Cable and City of Prince George infrastructure.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation or liabilities in respect of the development property or against the Developer that may affect the strata corporation or strata lot owners.

4.6 Environmental Matters

There are no environmental issues. The development lands are not subject to flooding nor are there any other environmental matters affecting the development property.

5. Construction and Warranties

5.1 Construction Dates

5.1.1. Construction Commencement

- (1) The date of commencement of construction of Phase 1 of the Development was on or about September 1, 2021.
- (2) The date of commencement of construction of Phase 2 of the Development was on or about May 1, 2022.
- (3) The date of commencement of construction of Phase 3 of the Development was on or about June 1, 2022.

- (4) The date of commencement of construction of Phase 4 of the Development was on or about July 1, 2022.
- (5) The date of commencement of construction of Phase 5 of the Development is estimated to be September 1, 2023.
- (6) The date of commencement of construction of Phase 6 of the Development is estimated to be July 1, 2023.
- (7) The date of commencement of construction of Phase 7 of the Development is estimated to be August 1, 2023.

5.1.2. Construction Completion

- (1) The date of substantial completion of construction of Phase 1 of the Development is estimated to be September 1, 2023.
- (2) The date of substantial completion of construction of Phase 2 of the Development is estimated to be June 1, 2024.
- (3) The date of substantial completion of construction of Phase 3 of the Development is estimated to be December 1, 2024.
- (4) The date of substantial completion of construction of Phase 4 of the Development is estimated to be July 1, 2025.
- (5) The date of substantial completion of construction of Phase 5 of the Development is estimated to be June 1, 2026.
- (6) The date of substantial completion of construction of Phase 6 of the Development is estimated to be October 1, 2025.
- (7) The date of substantial completion of construction of Phase 7 of the Development is estimated to be December 1, 2024.

5.2 Warranties

5.2.1. Home Owner Protection Act Warranty

Travelers Insurance will provide home warranty insurance covering the construction of the Development, in accordance with the requirements of the British Columbia Home Owner Protection Act, at the Developer's expense.

Further details of the warranty coverage can be obtained from Travelers Insurance Canada, 2500 – 650 West Georgia Street, Vancouver, BC, V6B 4N7, Phone number: 604-684-6574.

The Developer is registered with Travelers Insurance New Home Warranty Program under Builder Registration Number 00000435.

5.2.2. Equipment Warranties

Standard manufacturer's warranties on appliances and equipment will apply, to the extent that they are transferable to the purchasers of the Strata Lots.

6. Approvals and Finances

6.1 Development Approval

The Developer has obtained the necessary building permits for the development from the City of Prince George. The Building Permit numbers are as follows:

Phase 1 – Building 6 – BP041405
 Phase 2 – Building 7 – BP041329
 Phase 3 – Building 5 – BP041406
 Phase 4 – Building 4 – BP041737
 Phase 5 – Building 3 – BP041736
 Phase 6 – Building 2 – BP041735
 Phase 7 – Building 1 – BP041734.

The strata plan of the development will be signed and approved by the City of Prince George for registration at the Land Title Office.

6.2 Construction Financing

The Developer has arranged financing with Integris Credit Union in order to construct the development.

7. Miscellaneous

7.1 Deposits

All deposits shall be held in the trust account of a real estate brokerage, the conveyancing solicitor or the conveyancing notary public in the manner required by law until the strata plan is filed in the Land Title Office, the Strata Lot purchased or leased is capable of being lawfully occupied and the documents transferring fee simple title or the other interest contracted for are tendered for registration or until those monies are otherwise paid out by operation of law.

7.2 Purchase Agreement

- (a) A copy of the Developer's form of purchase agreement is attached as Exhibit G.
- (b) There are provisions in the purchase agreement for terminating the purchase agreement:
 - (i) Section 2 of the Purchase Agreement states that if the Buyer fails to pay the Deposit as required by the Purchase Agreement, the Seller may, at the Seller's option, terminate the contract.

- (ii) Section 12 of the Purchase Agreement states that the Seller may, at the Seller's option, terminate the Purchase Agreement if the balance of the cash payment is not paid or if there is no formal agreement to pay the balance before the Completion Date.
- (iii) Section 3 also states that the Buyer may cancel the Purchase Agreement for a period of seven (7) days after receipt of an amendment to the Disclosure Statement if the amendment changes the size or the dimensions of the lot being sold to the Buyer.
- (c) The Developer shall have the right to extend, unilaterally, the Completion Date three times, by giving the Buyer notice not later than 60 days prior to the original or the most recently extended Completion Date, and specifying a new Completion Date which must not be later than 60 days after the Completion Date being extended. The Purchaser may neither require, nor refuse, such an extension.
- (d) There are provisions of the purchase agreement either permitting or prohibiting assigning the purchase agreement to a new purchaser. Section 20A of the Purchase Agreement states that the Buyer and the Seller agree that the Purchase Agreement must not be assigned without the written consent of the seller and that the Seller is entitled to any profit resulting from an assignment of the Purchase Agreement by the Buyer or any subsequent assignee. The Developer may refuse to allow an assignment or seek a fee in order to agree to an assignment.

7.3 Developer's Commitments

The Developer has not made any commitment that will have to be met after completion of the sale or lease of the strata lots.

- (a) Material Contracts: The Developer has not entered into and does not propose to enter into any material contracts on behalf of the Strata Corporation or in respect of the Development or strata lots except as described in this Disclosure Statement and with respect to some or all of the following:
 - (i) Refuse collection;
 - (ii) Cable vision distribution system (not connection or service);
 - (iii) Telephone distribution system (not connection or service);
 - (iv) Lease of security system items;
 - (v) Servicing and maintenance contracts relating to the facilities and equipment which form part of the Development;
 - (vi) Property management; and
 - (vii) Irrigation.

7.4 Other Material Facts

There are no other facts that affect, or could reasonably be expected to affect, the value, price or use of a strata lot or the development property.

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.

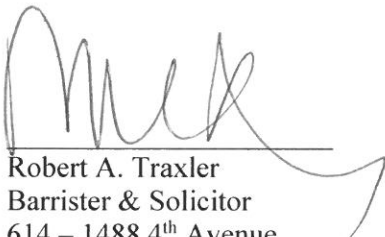
Declaration

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 19, 2023.

DECLARED BEFORE ME:
OFFICER SIGNATURE(S)

EXECUTION DATE

FORTWOOD HOMES & SONS LTD.
by its authorized signatories:


 Robert A. Traxler
 Barrister & Solicitor
 614 – 1488 4th Avenue
 Prince George, BC, V2L 4Y2
 Telephone: 250-563-7741

Y M D

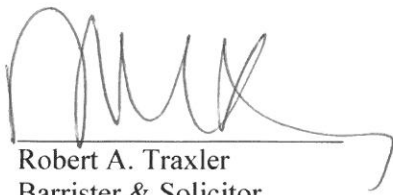
23/4/19


 Name: Edward Manuel Rebelo

DECLARED BEFORE ME:
OFFICER SIGNATURE(S)

EXECUTION DATE

Director of Fortwood Homes & Sons Ltd.
in his personal capacity:


 Robert A. Traxler
 Barrister & Solicitor
 614 – 1488 4th Avenue
 Prince George, BC, V2L 4Y2
 Telephone: 250-563-7741

Y M D

23/4/19


 Name: Edward Manuel Rebelo

SOLICITOR'S CERTIFICATE

I, ROBERT A. TRAXLER, of Suite 614 - 1488 4th Avenue, Prince George, British Columbia, V2L 4Y2, hereby certify that the contents of items 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

Dated at the City of Prince George, in the Province of British Columbia, this 19th day of April, 2023.



ROBERT A. TRAXLER

EXHIBIT A

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 7 PAGES

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

Digitally signed by Albert Koehler FCN4TF
DN: c=CA, cn=Albert Koehler FCN4TF,
o=BC Land Surveyor, ou=Verify ID at
www.juricert.com/LKUP.cfm?id=FCN4TF

1. BC LAND SURVEYOR: (Name, address, phone number)

Albert Koehler, BCLS

Koehler Land Surveying Inc.

674 - 2nd Avenue

Prince George

BC V2L 3A2

File: 21024-Strata-Ph1

info@klsinc.ca

(250) 563-9515

☐ Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **168-072-3591**Plan Number: **EPS9262**

3. CERTIFICATION:

☒ Form 9 ☐ Explanatory Plan ☐ Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2023 February 08 (YYYY/Month/DD) The checklist was filed under ECR#: 26992
The plan was completed and checked on: 2023 April 05 (YYYY/Month/DD)

I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of 2023 April 05 (YYYY/Month/DD) ☐ None ☒ Strata Form S

☐ None ☒ Strata Form U1 ☐ Strata Form U1/U2

I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan

Certification Date: 2023 April 05 (YYYY/Month/DD)

Arterial Highway ☐Remainder Parcel (Airspace) ☐4. ALTERATION: ☐

Strata Plan EPS9262
Phase 1
 Sheet 1 of 6

**Strata Plan of Part of Lot A, District
 Lot 2014, Cariboo District, Plan
 EPP125565**

BCGS 93G.096
 This plan lies within Integrated Survey Area No. 39 Prince George, BC, NAD83 (CSRS) 4.0.0.BC.1



The intended plot size of this plan is 432mm in width by 380mm in height (B size) when plotted at a scale of 1:1000.

All distances are in metres and decimals thereof.

Grid bearings are derived from Plan EPP125565 and are referred to the central meridian of UTM Zone 10 North (123° west longitude).

The UTM coordinates and estimated absolute accuracy achieved are derived from Plan EPP125565.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9995 146 which has been derived from Plan EPP125565.

Note:
 This plan shown one or more witness points which are not set on the true corner(s).

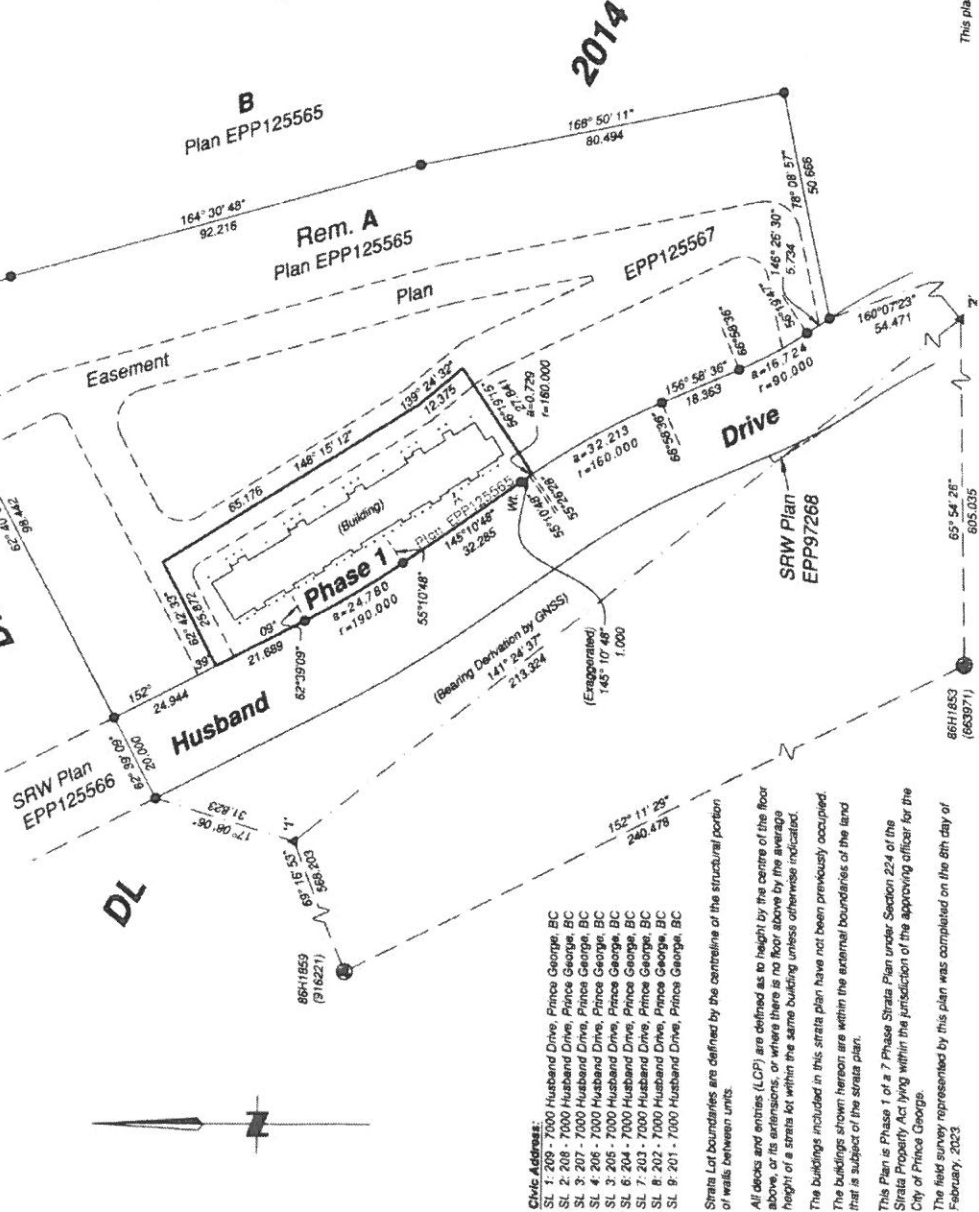
Legend

- Denotes Found Standard Iron Post
- ⊙ Denotes Found Control Monument
- ▲ Denotes Found Traverse Hub
- CSF Denotes Combined Scale Factor
- SL Denotes Strata Lot
- LCP Denotes Limited Common Property for the exclusive use of designated Strata Lot
- (C) Denotes Common Property
- HA Denotes Habitable Area
- NHA Denotes Non-Habitable Area
- EAA Estimated Horizontal Accuracy
- Pt Denotes Part of
- (M) Denotes Mechanical Room
- (E) Denotes Electrical Room
- (typ.) Denotes typical
- Wt. Denotes Witness

File: 230404-21024-GND-STRATA-PHI
 Koehler Land Surveying Inc.
 674 - 2nd Avenue
 Prince George, BC V2L 3A2
 Tel: (250) 563-9515

Albert Koehler, BCLS 974
 This plan lies within the City of Prince George
 This plan lies within the Regional District of Fraser-Fort-George

Georeferencing Positions				
UTM Coordinates, Zone 10, NAD 83 (CSRS), 2002.0				
Station	Northing	Easting	EAA	CSF
1	5967931.59	516364.42	0.05	0.9995146
2	5967934.03	516437.41	0.05	0.9995161



- Chic Address:**
- SL 1: 209 - 7000 Husband Drive, Prince George, BC
 - SL 2: 208 - 7000 Husband Drive, Prince George, BC
 - SL 3: 207 - 7000 Husband Drive, Prince George, BC
 - SL 4: 206 - 7000 Husband Drive, Prince George, BC
 - SL 5: 205 - 7000 Husband Drive, Prince George, BC
 - SL 6: 204 - 7000 Husband Drive, Prince George, BC
 - SL 7: 203 - 7000 Husband Drive, Prince George, BC
 - SL 8: 202 - 7000 Husband Drive, Prince George, BC
 - SL 9: 201 - 7000 Husband Drive, Prince George, BC

Strata Lot boundaries are defined by the centreline of the structural portion of walls between units.

All decks and entries (LCP) are defined as to height by the centre of the floor above, or its extensions, or where there is no floor above by the average height of a strata lot within the same building unless otherwise indicated.

The buildings included in this strata plan have not been previously occupied. The buildings shown hereon are within the external boundaries of the land that is subject of the strata plan.

This Plan is Phase 1 of a 7 Phase Strata Plan under Section 224 of the Strata Property Act lying within the jurisdiction of the approving officer for the City of Prince George.

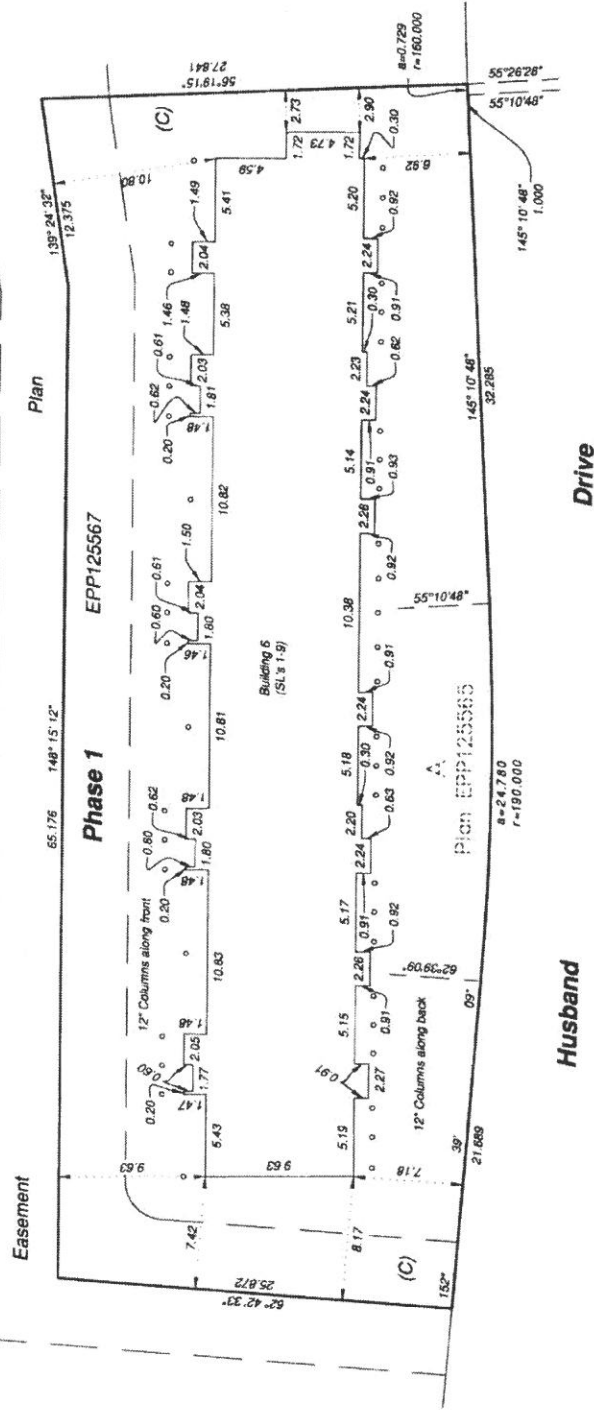
The field survey represented by this plan was completed on the 8th day of February, 2023.

Building 6: Strata Lots 1 through 9 Foundation

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

Legend

- SL Denotes Strata Lot
- (C) Denotes Common Property



February 8, 2023

Albert Koehler BCLS 974

This plan lies within the City of Prince George

This plan lies within the Regional District of Fraser-Fort George

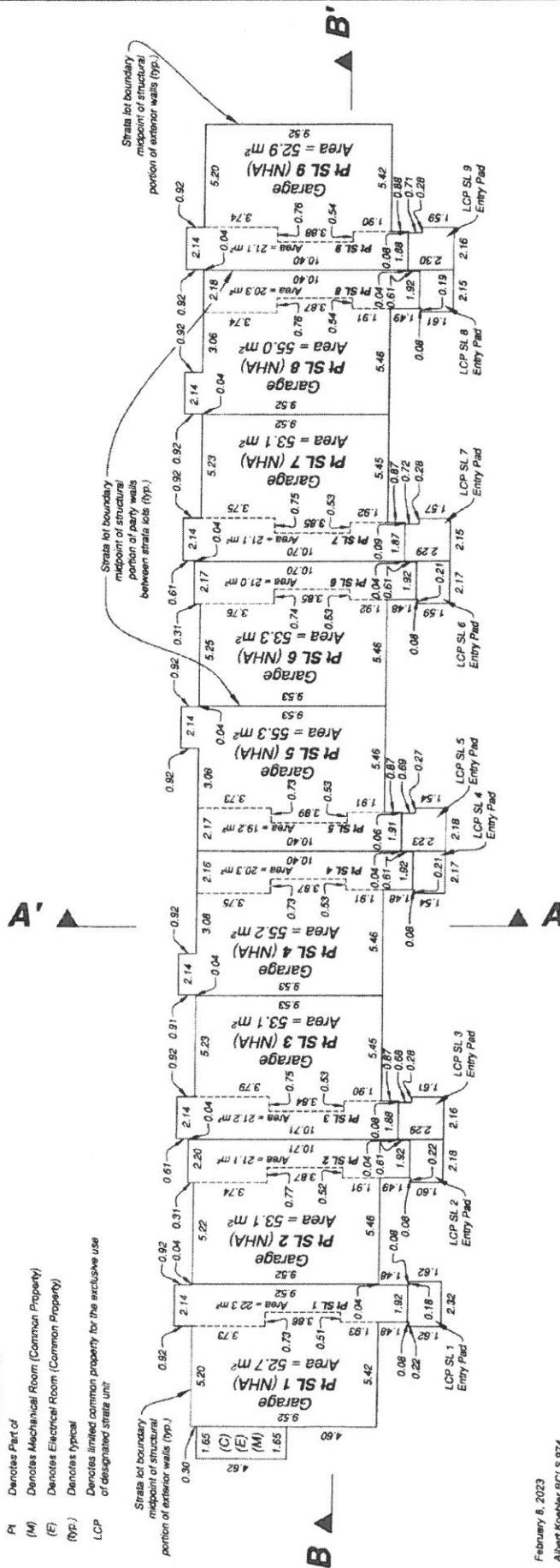
File: 230404-21042-GND-STRATA-PH1

Koehler Land Surveying Inc.
674 - 2nd Avenue
Prince George, BC V2L 3A2
Tel: (250) 563-9515

Note: Building dimensions on this sheet are shown to the exterior face of concrete foundation. Critical to property lines and phase boundaries are perpendicular thereto and are measured from the out side face of concrete foundation or centre of columns.

Strata Plan EPS9262
Phase 1
Sheet 3 of 6

SL	Denotes <i>Strata Lot</i>
(C)	Denotes <i>Common Property</i>
NHA	Denotes <i>Non-Habitable Area</i>
PI	Denotes <i>Part of</i>
(M)	Denotes <i>Mechanical Room (Common Property)</i>
(E)	Denotes <i>Electrical Room (Common Property)</i>
(Typ.)	Denotes <i>Typical</i>
LCP	Denotes <i>limited common property for the exclusive use of designated strata unit¹</i>



All Entry pads (LCP) are concrete pads and defined by outermost edge of surface. All Entry pads are defined as to height by the centre of the floor above or its extensions or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

co George, BC V2L 3
Tel: 757: 567-9515

Tel: (250) 563-9515

Building 6: Strata Lots 1 through 9 First Floor

Strata Plan EPS9262 Phase 1 Sheet 4 of 6



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

All distances are in metres and decimals thereof.

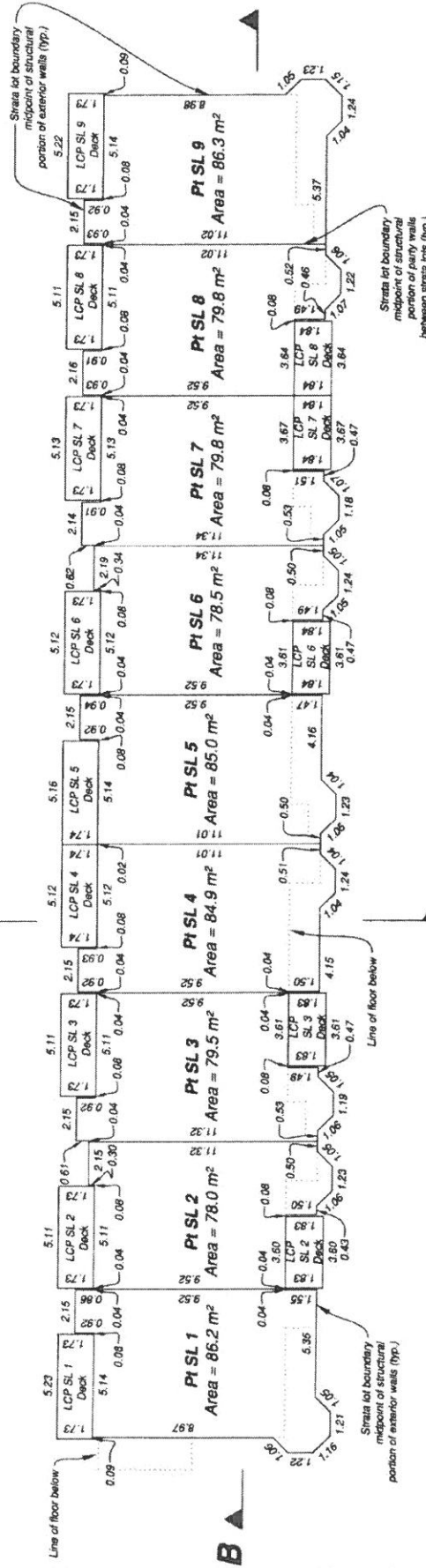
Legend

- SL Denotes Strata Lot
- LCP Denotes limited common property for the exclusive use of designated strata unit
- PI Denotes Part of (typ.) Denotes typical

A' ▲

▲ B

▲ B'



February 8, 2023

Albert Koehler BCL.S 974

This plan lies within the City of Prince George.

This plan lies within the Regional District of Fraser-Fort George.

File: 230404-21024-GND-STRATA-PHI

Koehler Land Surveying Inc.

874, 2nd Ave.

Prince George, BC V2L 3A2

Tel: (250) 563-6515

Note: This sheet shows strata lot boundary dimensions to the midpoint of the structural portion of exterior walls and the midpoint between structural portions of party walls between strata lots.

All decks (LCP) are defined as to height by the centre of the floor above, or its extensions or where there is no floor above by the average height of a strata lot within the same building unless otherwise indicated.

Building 6: Strata Lots 1 through 9 Second Floor

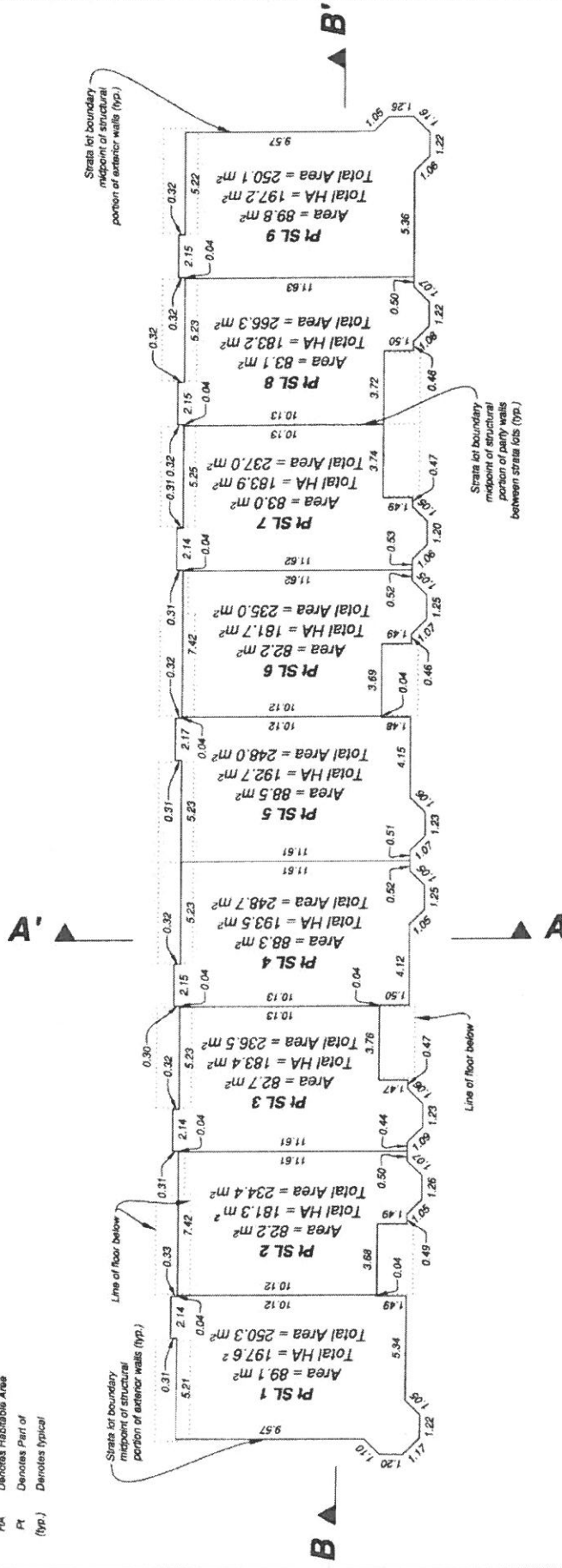
Strata Plan EPS9262
Phase 1
Sheet 5 of 6



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

Legend

- SL Denotes Strata Lot
- HA Denotes Habitable Area
- PT Denotes Part of (typ.)
- Denotes typical



February 8, 2023

Albert Koehler BCLS 974

This plan lies within the City of Prince George

This plan lies within the Regional District of Fraser-Fort George.

File: 230404-21024-GND-STRATA-PH1

Koehler Land Surveying Inc.

674 - 2nd Avenue

Prince George, BC V2L 3A2

Tel: (250) 563-9515

Note: This sheet shows strata lot boundary dimensions to the midpoint of the structural portion of exterior walls and the midpoint between structural portions of party walls between strata lots.

Building 6: Strata Lots 1 through 9 Cross Sections

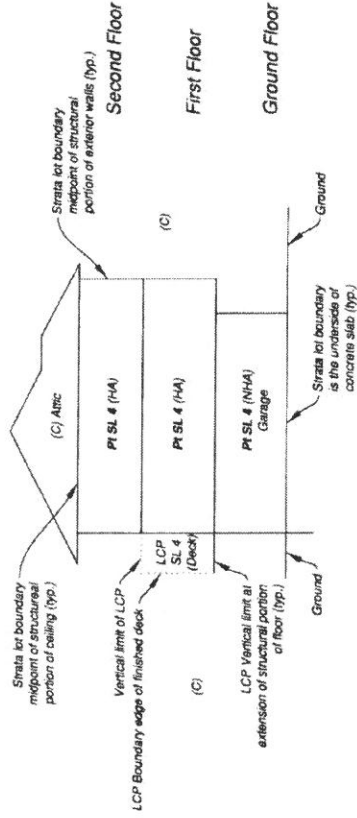


The intended plot size of this plan is 432mm in width by 280mm in height (B size) when plotted at a scale of 1:200.

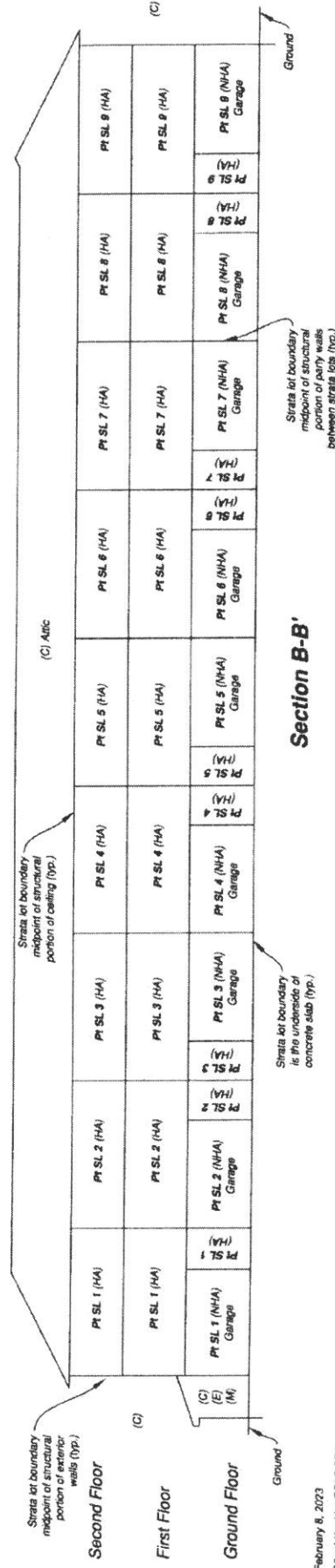
All distances are in metres and decimals thereof.

Legend

- SL Denotes Strata Lot
- LCP Denotes Limited Common Property for the exclusive use of designated Strata Lot
- (C) Denotes Common Property
- HA Denotes Habitable Area
- NHA Denotes Non-Habitable Area
- Pr Denotes Part of
- (Typ.) Denotes Typical
- (E) Denotes Electrical Room (Common Property)
- (M) Denotes Mechanical Room (Common Property)



Section A-A'



Section B-B'

February 8, 2023

Albert Koehler BCLS 974

This plan lies within the City of Prince George.

This plan lies within the Regional District of Fraser-Fort George.

File: 230404-21024-GND-STRATA-PH1

Koehler Land Surveying Inc.

674 - 2nd Avenue

Prince George, BC V2L 3A2

Tel: (250) 563 9515

Note: Roof cross-sections are based on architectural drawings.

This sheet shows strata lot boundaries being defined by the centrelines of the structural portion of walls between units and midpoint of structural portion of exterior walls.

All decks (LCP) are defined as to height by the centre of the floor above, or its extensions or where there is no floor above by the average height of a strata lot lot within the same building unless otherwise indicated.

EXHIBIT B - FORM P (PHASED STRATA PLAN DECLARATION)

Strata Property Act

FORM P

PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

I, FORTWOOD HOMES & SONS LTD., (Inc. No. BC0134738), 2255 South Quinn Street, Prince George, BC, V2N 2X4, declare

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

PID: 031-885-535 LOT A DISTRICT LOT 2014 CARIBOO DISTRICT PLAN
EPP125565

- 2 That the plan of development is as follows:

- (a) There will be 7 Phases and 7 separate buildings in conjunction with this strata plan. The order in which these phases will be deposited is as follows:

Phase 1	Building 6	9 Units
Phase 2	Building 7	8 Units
Phase 3	Building 5	7 Units
Phase 4	Building 4	7 Units
Phase 5	Building 3	10 Units
Phase 6	Building 2	11 Units
Phase 7	Building 1	2 Units

- (b) A sketch plan is attached hereto as Schedule A showing:

- (i) All the land to be included in the phased strata plan;
- (ii) The present parcel boundaries;
- (iii) The approximate boundaries of each phase.

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

<u>Phase</u>	<u>Estimated Date Range for Commencement of Construction</u>	<u>Estimated Date Range for Completion of Construction</u>
Phase 1	Construction commenced	September 1, 2023
Phase 2	Construction commenced	June 1, 2024
Phase 3	Construction commenced	December 1, 2024
Phase 4	Construction commenced	July 1, 2025
Phase 5	September 1, 2023	June 1, 2026
Phase 6	July 1, 2023	October 1, 2025
Phase 7	August 1, 2023	December 1, 2024

- (d) See attached Schedule B Form V Schedule of Unit Entitlement.

- (e) Phase 1 consists of one 3 storey building, comprised of 9 townhouse units/strata lots 1 to 9, and each unit/strata lot has an attached double car garage.

Phase 2 consists of one 3 storey building, comprised of 8 townhouse units/strata lots 10 to 17, and each unit/strata lot has an attached double car garage.

Phase 3 consists of one 3 storey building, comprised of 7 townhouse units/strata lots 18 to 24, and each unit/strata lot has an attached double car garage.

Phase 4 consists of one 3 storey building, comprised of 7 townhouse units/strata lots 25 to 31, and each unit/strata lot has an attached double car garage.

Phase 5 consists of one 3 storey building, comprised of 10 townhouse units/strata lots 32 to 41, and each unit/strata lot has an attached double car garage.

Phase 6 consists of one 3 storey building, comprised of 11 townhouse units/strata lots 42 to 52, and each unit/strata lot has an attached double car garage.

Phase 7 consists of one 3 storey building, comprised of 2 townhouse units/strata lots 53 to 54, and each unit/strata lot has an attached double car garage.

- 3 I will elect to proceed with each phase on or by the following dates *[date for the beginning of construction as set out in section 2(c) of this form]*:

Phase Number	Date <i>[month, day, year]</i>
Phase 1	Proceeding
Phase 2	Proceeding
Phase 3	Proceeding
Phase 4	Proceeding
Phase 5	September 1, 2023
Phase 6	July 1, 2023
Phase 7	August 1, 2023

Signature of Applicant

Fortwood Homes & Sons Ltd.
by its authorized signatory:


Edward Manuel Rebelo

Date of approval: April 20, 2023.


Signature of Approving Officer – City of Prince George

Schedule A

Rem.
DL 2014

**Sketch Plan to Accompany Form P
Showing Phase Boundaries for
Proposed Strata Plan on Lot A,
District Lot 2014, Cariboo District,
Plan EPP125565**

This plan has within Integrated Survey Area No. 39, Prince George, BC,
NAD83 (CSRS) 4.0.0.BC.1

BCGS 93G.087



The intended plot size of this plan is 432mm in width by 568mm in height (C size)
when plotted at a scale of 1:200

All distances are in metres and decimals thereof

Grid bearings are derived from Plan EPP125565



B
Plan EPP125565

Rem.
DL 2014

SRW Plan
EPP125566

File: 20201-21024-GRD-FORMP

KOEHLER LAND SURVEYING INC.
614, 2nd Avenue
Prince George, BC V2N 1T3
Tel: (250) 563-9515

Schedule B

Strata Property Act
FORM V
SCHEDULE OF UNIT ENTITLEMENT

(Sections 245 (a), 246, 264)

Re: Strata Plan EPS9262, (Phase 1) being a strata plan of part of
(031-885-535) LOT A, DISTRICT LOT 2014, CARIBOO DISTRICT, PLAN EPP125565

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

- ☒ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole metre 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, Albert Koehler, a British Columbia land surveyor certify that the following table reflects the habitable area of each residential strata lot.

Date:April 4, 2023..... [month day, year].


.....
Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in Section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

- ☐ (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*.

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
1	3, 4, 5, 6	197.6	198	
2	3, 4, 5, 6	181.3	181	
3	3, 4, 5, 6	183.4	183	
4	3, 4, 5, 6	193.5	194	
5	3, 4, 5, 6	192.7	193	
6	3, 4, 5, 6	181.7	182	
7	3, 4, 5, 6	183.9	184	
8	3, 4, 5, 6	183.2	183	
9	3, 4, 5, 6	197.2	197	
Total number of lots:	9	Total unit entitlement:	1695	

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

Date: [month day, year].

.....
Signature of Owner/Developer

Strata Property Act
FORM V
SCHEDULE OF UNIT ENTITLEMENT

(Sections 245 (a), 246, 264)

Re: Strata Plan EPS9262, (Phase 2) being a strata plan of part of
LOT A, DISTRICT LOT 2014, CARIBOO DISTRICT, PLAN EPP125565
except phase 1, Plan EPS9262

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS


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

- ☒ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole metre 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, Albert Koehler, a British Columbia land surveyor certify that the following table reflects the habitable area of each residential strata lot.

Date:April 17, 2023..... [month day, year].


.....
Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in Section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

- ☐ (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*.

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
10	3, 4, 5, 6	195.6	196	
11	3, 4, 5, 6	184.1	184	
12	3, 4, 5, 6	190.8	191	
13	3, 4, 5, 6	192.6	193	
14	3, 4, 5, 6	191.4	191	
15	3, 4, 5, 6	182.7	183	
16	3, 4, 5, 6	191.3	191	
17	3, 4, 5, 6	194.3	194	
Total number of lots:	8	Total unit entitlement:	1523	

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

Date: [month day, year].

.....
Signature of Owner/Developer

Strata Property Act
PRELIMINARY FORM V
SCHEDULE OF UNIT ENTITLEMENT

(Sections 245 (a), 246, 264)

Re: Strata Plan EPS9262, (Phase 3) being a strata plan of part of
LOT A, DISTRICT LOT 2014, CARIBOO DISTRICT, PLAN EPP125565
except phase 1 and 2, Plan EPS9262

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

- ☒ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole metre 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, Albert Koehler, a British Columbia land surveyor certify that the following table reflects the habitable area of each residential strata lot.

Date:April 17, 2023..... [month day, year].

.....
Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in Section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

- ☐ (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*.

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
18	2, 3, 4	201.1	201	
19	2, 3, 4	187.3	187	
20	2, 3, 4	194.7	195	
21	2, 3, 4	196.9	197	
22	2, 3, 4	187.3	187	
23	2, 3, 4	184.0	184	
24	2, 3, 4	199.9	200	
Total number of lots:	7	Total unit entitlement:	1351	

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

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

Date: [month day, year].

.....
Signature of Owner/Developer

Strata Property Act
PRELIMINARY FORM V
SCHEDULE OF UNIT ENTITLEMENT

(Sections 245 (a), 246, 264)

Re: Strata Plan EPS9262, (Phase 4) being a strata plan of part of
LOT A, DISTRICT LOT 2014, CARIBOO DISTRICT, PLAN EPP125565
except phase 1, 2, and 3, Plan EPS9262

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

- ☒ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole metre 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, Albert Kochler, a British Columbia land surveyor certify that the following table reflects the habitable area of each residential strata lot.

Date:April 17, 2023..... [month day, year].

.....
Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in Section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

- ☐ (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*.

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
25	2, 3, 4	201.1	201	
26	2, 3, 4	187.3	187	
27	2, 3, 4	194.7	195	
28	2, 3, 4	196.9	197	
29	2, 3, 4	187.3	187	
30	2, 3, 4	184.0	184	
31	2, 3, 4	199.9	200	
Total number of lots:	7	Total unit entitlement:	1351	

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

Date: [month day, year].

.....
Signature of Owner/Developer

Strata Property Act
PRELIMINARY FORM V
SCHEDULE OF UNIT ENTITLEMENT

(Sections 245 (a), 246, 264)

Re: Strata Plan EPS9262, (Phase 5) being a strata plan of part of
LOT A, DISTRICT LOT 2014, CARIBOO DISTRICT, PLAN EPP125565
except phase 1, 2, 3, and 4, Plan EPS9262

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

- ☒ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole metre 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, Albert Kochler, a British Columbia land surveyor certify that the following table reflects the habitable area of each residential strata lot.

Date:April 17, 2023..... [month day, year].

.....
Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in Section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

- ☐ (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*.

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
32	2, 3, 4	197.7	198	
33	2, 3, 4	186.1	186	
34	2, 3, 4	184.0	184	
35	2, 3, 4	186.1	186	
36	2, 3, 4	184.0	184	
37	2, 3, 4	186.1	186	
38	2, 3, 4	184.0	184	
39	2, 3, 4	186.1	186	
40	2, 3, 4	184.0	184	
41	2, 3, 4	199.9	200	
Total number of lots:	10	Total unit entitlement:	1878	

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

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

Date: [month day, year].

.....
Signature of Owner/Developer

Strata Property Act
PRELIMINARY FORM V
SCHEDULE OF UNIT ENTITLEMENT

(Sections 245 (a), 246, 264)

Re: Strata Plan EPS9262, (Phase 6) being a strata plan of part of
LOT A, DISTRICT LOT 2014, CARIBOO DISTRICT, PLAN EPP125565
except phase 1, 2, 3, 4, and 5, Plan EPS9262

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

- ☒ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole metre 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, Albert Koehler, a British Columbia land surveyor certify that the following table reflects the habitable area of each residential strata lot.

Date:April 17, 2023..... [month day, year].

.....
Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in Section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

- ☐ (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*.

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
42	2, 3, 4	197.7	198	
43	2, 3, 4	186.1	186	
44	2, 3, 4	184.0	184	
45	2, 3, 4	186.1	186	
46	2, 3, 4	187.3	187	
47	2, 3, 4	194.7	195	
48	2, 3, 4	196.9	197	
49	2, 3, 4	184.0	184	
50	2, 3, 4	186.1	186	
51	2, 3, 4	184.0	184	
52	2, 3, 4	199.9	200	
Total number of lots:	11	Total unit entitlement:	2087	

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

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

Date: [month day, year].

.....
Signature of Owner/Developer

Strata Property Act
PRELIMINARY FORM V
SCHEDULE OF UNIT ENTITLEMENT

(Sections 245 (a), 246, 264)

Re: Strata Plan EPS9262, (Phase 7) being a strata plan of part of
LOT A, DISTRICT LOT 2014, CARIBOO DISTRICT, PLAN EPP125565
Except Phase 1, 2, 3, 4, 5, and 6, Plan EPS9262

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

- ☒ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole metre 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, Albert Koehler, a British Columbia land surveyor certify that the following table reflects the habitable area of each residential strata lot.

Date:April 17, 2023..... [month day, year].

.....
Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in Section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

- ☐ (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*.

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
52	2, 3, 4	201.8	202	
53	2, 3, 4	199.9	200	
Total number of lots:	2	Total unit entitlement:	402	

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

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

Date: [month day, year].

.....
Signature of Owner/Developer

EXHIBIT C

Strata Property Act
FORM V
SCHEDULE OF UNIT ENTITLEMENT
(Sections 245 (a), 246, 264)

Re: Strata Plan EPS9262, (Phase 1) being a strata plan of part of
(031-885-535) LOT A, DISTRICT LOT 2014, CARIBOO DISTRICT, PLAN EPP125565

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

- ☒ (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole metre 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, Albert Koehler, a British Columbia land surveyor certify that the following table reflects the habitable area of each residential strata lot.

Date:April 4, 2023..... [month day, year].


.....
Signature

OR

- ☐ (b) a whole number that is the same for all of the residential strata lots as set out in Section 246 (3) (a) (ii) of the *Strata Property Act*.

OR

- ☐ (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*.

.....
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
1	3, 4, 5, 6	197.6	198	
2	3, 4, 5, 6	181.3	181	
3	3, 4, 5, 6	183.4	183	
4	3, 4, 5, 6	193.5	194	
5	3, 4, 5, 6	192.7	193	
6	3, 4, 5, 6	181.7	182	
7	3, 4, 5, 6	183.9	184	
8	3, 4, 5, 6	183.2	183	
9	3, 4, 5, 6	197.2	197	
Total number of lots:	9	Total unit entitlement:	1695	

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

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

Date:April..... 2023 [month day, year].

.....
Signature of Owner/Developer
Edward Manuel Rebelo
Authorized signatory of
Fortwood Homes & Sons Ltd.

EXHIBIT D

RiverStone View

7000 Husband Drive, Prince George, BC V2N 0H2

Phases 1 - 7 Phased Strata Development (54 Units) - Proposed Budget

Revenue	Proposed Budget	Notes
Strata Fees	\$ 153,758.00	
Late Fees	\$ -	

TOTAL INCOME	\$ 153,758.00	
---------------------	----------------------	--

Operating Expenses		
Administration/Bylaws	\$ 400.00	
AGM Meetings	\$ 500.00	
Bank charges	\$ 300.00	
Depreciation Report	\$ 1,500.00	To build for future fund
Dues & Subscriptions	\$ 240.00	
Electricity	\$ 6,500.00	6 electrical rooms \$1,083.33/room
Grounds Maintenance	\$ 11,500.00	\$328.00 x 35 mows
Insurance	\$ 65,000.00	
Irrigation & Repairs	\$ 3,800.00	spring and winter maintenance
Legal & Accounting	\$ 1,000.00	
Maintenance and Repair	\$ 3,000.00	
Management Fees	\$ 19,440.00	54 units x \$30 doors x 12 months
Painting & Window Cleaning	\$ 4,500.00	building per year
Parking Lot Maintenance	\$ 1,000.00	Sweeping & Line Painting
Postage & Delivery	\$ 250.00	
Property Taxes	separate billing	"City of PG" owner to pay
Snow Removal/Sanding	\$ 20,250.00	30 plows x \$675
Statutory Review of Books	\$ 600.00	
Trash Collection	separate billing	"City of PG" owner to pay
Water & Sewer	separate billing	"City of PG" owner to pay
Subtotal of Expenses	\$ 139,780.00	
Contingency Contribution (10%)	\$ 13,978.00	

TOTAL EXPENSES	\$ 153,758.00	
-----------------------	----------------------	--

Total Expenses per month	\$ 12,813.17
Total Expenses per unit	\$ 237.28

EXHIBIT E

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.

INSURED'S FULL NAME AND MAILING ADDRESS

Fortwood Homes and Sons Ltd.
2255 Quinn Street S.
Prince George, B.C. V2N 2X4

BROKER'S FULL NAME AND MAILING ADDRESS

Acera Insurance Services Ltd.
690 Victoria Street
Prince George, British Columbia,

BROKER'S CLIENT ID: FORTHOM-01

POSTAL
CODE V2L 2K4

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE (YYYY/MM/DD)	EXPIRY DATE (YYYY/MM/DD)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY Bodily Injury and Property Damage <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> CONTINGENT EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> LONG TERM LEASE EXCLUSION	Intact Insurance Company Policy No. 5A1363964	2022/05/12	2023/05/12	EACH OCCURRENCE	\$5,000,000.00
				GENERAL AGGREGATE	\$
				PRODUCTS-COMP/OP AGG	\$5,000,000.00
				PERSONAL INJURY AND ADVERTISING INJURY	\$5,000,000.00
				TENANTS LEGAL LIABILITY	\$ 500,000.00
				MEDICAL PAYMENTS (Any one person)	\$ 50,000.00
				NON-OWNED AUTO	\$5,000,000.00
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM (specify) _____				EACH OCCURRENCE	\$
				AGGREGATE	\$
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					


ADDITIONAL INSURED NAME AND MAILING ADDRESS		DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS	
		Business Operations: Land Ownership, Building Ownership, General Contractor including Land Development and Clearing	
CERTIFICATE HOLDER – NAME AND MAILING ADDRESS		CANCELLATION	
To Whom it may Concern:		Should any of the above policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named on the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE 		PRINT NAME INCLUDING POSITION HELD Jason Blackman, B. Comm., CAIB	
FAX NUMBER 250-563-2787	EMAIL ADDRESS jblackman@capricmw.ca	COMPANY Acera Insurance Services Ltd.	DATE March 28, 2023 /bjm

EXHIBIT F - FORM J RENTAL DISCLOSURE STATEMENT

Strata Property Act
FORM J
RENTAL DISCLOSURE STATEMENT
(Section 139)

Re: Strata Plan EPS9262, being a strata plan of

PID: 031-885-535

LOT A DISTRICT LOT 2014 CARIBOO DISTRICT PLAN EPP125565

This Rental Disclosure Statement is *[Check whichever box is correct and provide any required information.]*

☒ the first Rental Disclosure Statement filed in relation to the above-noted strata plan

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

1 The development described above includes **54** residential strata lots.

2 The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

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

Description of Strata Lot <i>[strata lot number as shown on strata plan]</i>	Date Rental Period Expires <i>[specify a date—"indefinitely" or timing related to an event is not acceptable]*</i>
NONE	<i>[dd/mmm/yyyy]</i>
	<i>[dd/mmm/yyyy]</i>

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

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

Description of Strata Lot <i>[strata lot number as shown on strata plan]</i>	Date Rental Period Expires <i>[specify a date—"indefinitely" or timing related to an event is not acceptable]*</i>
STRATA LOTS 1 THROUGH 54	<i>[dd/mm/yyyy]</i> 31/DEC/2050
	<i>[dd/mm/yyyy]</i>

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

Date: April 19, 2023

FORTWOOD HOMES & SONS LTD.
by its authorized signatory:



Edward Manuel Rebelo

* 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.

EXHIBIT G

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL

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.

Notwithstanding the foregoing, under Section 42 of the *Property Law Act* a purchaser of "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt may rescind (cancel) the Contract of Purchase and Sale by serving written notice to the seller within the prescribed period after the date that the acceptance of the offer is signed. If the buyer exercises their right of rescission within the prescribed time and in the prescribed manner, this Contract of Purchase and Sale will be of no further force and effect, except for provisions relating to payment of the deposits, if any.

2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it 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 one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

Notwithstanding the foregoing, if the buyer exercises their rescission rights under Section 42 of the *Property Law Act* and a deposit has been paid to the seller or the seller's brokerage or anyone else, the prescribed amount that the buyer is required to pay in connection with the exercise of their rescission right will be paid to the seller from the deposit and the balance, if any, will be paid to the buyer without any further direction or agreement of the parties.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The buyer pays the purchase price or down payment in trust to the buyer's lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date and the buyer signs the documents.
 - (b) The buyer's lawyer or notary prepares the documents and forwards them for signature to the seller's lawyer or notary who returns the documents to the buyer's lawyer or notary.
 - (c) The buyer's lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The buyer's lawyer or notary releases the sale proceeds at the buyer's lawyer's or notary's office.

Since the seller is entitled to the seller's proceeds on the completion date, and since the sequence described above takes a day or more, it is strongly recommended that the buyer deposits the money and the signed documents at least two days before the completion date, or at the request of the conveyancer, and that the seller delivers the signed transfer documents no later than the morning of the day before the completion date.

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

4. **POSSESSION:** (Section 5) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in section 9, which are staying on title before becoming legally bound. If you as the buyer are taking

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL** (continued)

out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

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

Costs to be Borne by the Seller

Lawyer or notary Fees and Expenses:
– attending to execution documents
Costs of clearing title, including:
– investigating title,
– discharge fees charged by
encumbrance holders,
– prepayment penalties.
Real Estate Commission (plus GST).
Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

Lawyer or notary Fees and Expenses:
– searching 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 (if applicable).

In addition to the above costs there may be financial adjustments between the seller and the buyer pursuant to section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (eg. Empty Home Tax and Speculation Tax).

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this contract will, in most cases, be prepared by the buyer's lawyer or notary and provided to the seller's lawyer or notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the completion date. The matters addressed in the closing documents referred to in sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this contract.
8. **RISK:** (Section 16) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions, not contained in this form, may be needed, and professional advice should be obtained. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. A Property Disclosure Statement completed by the seller may be available.
10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her immediate family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. Among the obligations included in Section 53 of the Real Estate Services Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the buyer and the seller should confirm their residency and citizenship status and the tax implications thereof with their lawyer/accountant.
12. **AGENCY DISCLOSURE:** (Section 21) All designated agents with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.

CONTRACT OF PURCHASE AND SALE

BROKERAGE: _____ DATE: _____

ADDRESS: _____ PHONE: _____

PREPARED BY: _____ MLS® NO: _____

BUYER: _____ SELLER: **FORTWOOD HOMES & SONS LTD**

BUYER: _____ SELLER: _____

BUYER: _____ SELLER: _____

ADDRESS: _____ ADDRESS: _____

_____ PC: _____ PC: _____

This may not be the Seller's address for the purpose of giving notice to exercise the Rescission Right. See address in Section 26.

PROPERTY:

7000 Husband Drive

UNIT NO. ADDRESS OF PROPERTY

Prince George, BC

CITY/TOWN/MUNICIPALITY POSTAL CODE

PID OTHER PID(S)

LEGAL PENDING

LEGAL DESCRIPTION

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

1. **PURCHASE PRICE:** The Purchase Price of the Property will be \$ _____
_____ DOLLARS (Purchase Price)

and, if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right (as defined below) and the Buyer exercises the Rescission Right the amount payable by the Buyer to the Seller will be \$ _____

_____ (Rescission Amount). The parties acknowledge and agree that if the Buyer exercises the Rescission Right, the Buyer will pay (or cause to be paid) the Rescission Amount to the Seller promptly and in any event within 14 days after the Buyer exercises the Rescission Right.

2. **DEPOSIT:** A deposit of \$ _____ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
Not including weekends or holidays.

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque

BUYER'S INITIALS

SELLER'S INITIALS

PROPERTY ADDRESS

except as otherwise set out in this Section 2 and will be delivered in trust to RE/MAX Core Realty in Trust and held in trust in accordance with the provisions of the *Real Estate Services Act*.

In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that:

- A. the Conveyancer is a Lawyer or Notary;
- B. such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and

The parties acknowledge and agree that if the Buyer exercises the Rescission Right within the prescribed period and in the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

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

1- **FINANCING**

Subject to the Buyer arranging financing satisfactory to themselves by XXXX.

Buyer/s agree to use their best efforts to remove condition.

This condition is for the sole benefit of the Buyer.

2- **INSURANCE**

This offer is subject to the Buyer obtaining approval for fire/property insurance, on terms and at rates, satisfactory to the Buyer, on or before XXXX.

This condition is for the sole benefit of the Buyer.

3- **PDS**

Subject to the Buyer on or before XXXX obtaining and approving a Property Disclosure Statement with respect to the information that reasonably may adversely affect the use or value of the property.

This condition is for the sole benefit of the Buyer.

If approved, such statement will be incorporated into and form part of this contract.

4- **TITLE**

Subject to the Buyer on or before XXXX obtaining and approving a copy of the title search results

against the presence of any charge or other feature, whether registered or pending, that reasonably may adversely affect the property's use or value.

If this condition is waived or declared fulfilled, the copy of the title search result will be incorporated into and form part of this contract and the Buyer acknowledges and accepts, despite any other provision in this contract, that upon completion the Buyer will receive title containing any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.

This condition is for the sole benefit of the Buyer.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

5- ****CITY OF PG****

Subject to the buyer attending the City of Prince George by XXXX and satisfying themselves on all aspects of the property including but not limited to building envelope, building restrictions, building permits, lot size, lot dimensions, encroachments on or by the property, maximum buildable square footage, zoning, environmental hazards, sewer installation, setbacks and guidelines that could adversely affect the buyers decision to purchase the property for immediate and future use. The seller hereby grants the Buyer access to this file documentation, if needed. This condition is for the sole benefit of the Buyer.

6- ****INSPECTION****

Subject to the Buyer, on or before XXXX at the Buyer's expense, obtaining and approving an inspection report against any defects whose cumulative cost of repair exceeds \$1500.00 and which reasonably may adversely affect the property's use or value. The Seller will allow access to the property for this purpose on reasonable notice. This condition is for the sole benefit of the Buyer.

7- ****STRATA INSURANCE****

Subject to: (A) the Buyer reviewing and approving the terms and rates of the strata corporation's insurance, including the premium amounts, deductible amounts, and coverage limits thereunder and the date of expiration of such policy or policies; and (B) the Buyer confirming the Buyer's ability to obtain personal strata owner insurance on terms satisfactory to the Buyer, including coverage for any owner's portions of deductibles payable under the strata corporation's insurance, in each case on or before XXXX. These conditions are for the sole benefit of the Buyer.

Immediately upon execution and delivery of this Contract of Purchase and Sale by all parties, the Seller or the Seller's agent, will obtain copies of the strata corporation insurance policy or policies, or a summary of coverages, a cover note or a binder in respect of same, and will immediately, upon receipt, deliver such document(s) or cause such document(s) to be delivered to the Buyer or the Buyer's agent.

8- ****LEGAL ADVICE****

Subject to the Buyer receiving and approving independent legal advice regarding the terms of the contract by... XXXX. This is for the sole benefit of the buyer/seller.

WILDFIRE

In the event that the insurance underwriters defers placement of property insurance due to wildfire risk prior to or at the time of completion, the Buyer(s) and Seller(s) agree that the completion, possession and adjustment dates shall be deferred until such time that insurance can be obtained. The Buyer shall make all reasonable efforts to complete the sale.

9- **** LEGAL ADVICE- STRATA DOCS ****

Subject to the Buyer receiving and approving legal advice on the strata documents on file by XXXX. This condition is for the sole Benefit of the Buyer.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

10- ** STRATA DOCUMENTATION**

Subject to the Buyer, receiving and being satisfied with, on or before XXXX, the following documents:

- (a) A Form B Information Certificate from the strata corporation, or applicable section, which includes the strata corporation's rules, current budget, the developer's Rental Disclosure Statement (if any), the most recent depreciation report (if any), and all other attachments referred to in the Form B, as may be applicable;
- (b) A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property;
- (c) The current bylaws and financial statements of the strata corporation, and any section to which the strata corporation lot belongs;
- (d) *** NEW CONSTRUCTION *** NO MINUTES. The minutes of any meetings held in the past two years which includes strata council meetings, annual or special general meetings, and meetings of the executive of any section to which the Property belongs; and
- (e) The current insurance cover note or other evidence of insurance issued by the insurer explaining the strata corporation's insurance coverage, coverage limits, expiration date(s), and deductibles.
- (f) [Include any other information, document, record or report the Buyer needs before being committed to buy. This may include any item of repair or maintenance, special levy, pending bylaw or rule changes, judgment or liability.]

Immediately upon acceptance of the offer or counter-offer, the Seller hereby authorizes the (Seller's/Buyer's) agent, to request, at the (Seller's/Buyer's) expense, complete copies of the documents listed above from the strata corporation, or applicable section, or other source and to immediately, upon receipt, deliver the documents to the Buyer (or the Buyer's agent).

This condition is for the sole benefit of the Buyer.

11- **SCHEDULE A**

Subject to the Buyer reading and approving the Builders Schedule A by XXX.

This condition is for the sole Benefit of the Buyer.

If approved the Schedule A shall form part of the contract.

The Buyer and an authorized representative of the Seller will jointly conduct a walk-through inspection of the property no later than 5 days before the Completion Date. The Parties will, immediately after completion of the walk-through inspection, complete a deficiency list of mutually agreed upon items that are to be remedied by the Seller (the "Deficiency List"). The Deficiency List, which will form part of the contract, will identify the deficiencies and include a mutually agreed upon value for each of the deficiencies to be remedied.
NO CASH HOLDBACKS.

The Buyers are satisfied with the size of the subject dwelling and lands and the Buyers are aware that the square footage and room measurements of the dwelling and land dimensions as present are approximate.

The Buyer understands and agrees that while the included items will be in substantially the same condition on possession date, as when viewed, they are not new and as such are not guaranteed or warranted by the Seller.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

The Buyer confirms that he or she is purchasing the property for use as a principal residence or that of a qualified relative, and hereby is entitled to the GST New Housing Rebate. The Seller and Buyer agree that the purchase price includes GST based on the Buyer assigning any applicable Rebate to the Seller, and that the price reflects the credit given by the Seller to the Buyer for this assignment. The price includes GST payable by the Seller and net of any applicable Rebate. The Buyer hereby assigns the Rebate, if any, to the Seller, and agrees to sign the Rebate application and any other documents necessary to have the Rebate paid or credited to the Seller. If the Buyer is not entitled to the Rebate for any reason, he/she shall immediately remit the amount claimed to Canada Revenue Agency, and/or indemnify the Seller for the loss of the Rebate. The Seller is relying on the Buyer's declaration of entitlement to the Rebate and shall not be responsible if the claim is disallowed. The Seller is to include the GST in the purchase price of the property. The Buyer will execute all documentation necessary to assign the Rebate to the Seller on Completion. The Buyer will occupy the premises. If the Buyer is not eligible for the New Housing Rebate, or does not complete or execute the documentation to assign the benefit of the rebate to the Seller on the closing date, the purchase price shall be increased by an amount equal to the New Housing Rebate that would have been otherwise available with respect to this purchase. If the Canada Revenue Agency disallows all or any part of the rebate claimed, the Buyer will immediately, upon receiving a written demand from the Seller, reimburse such disallowed amount to the Seller together with any interest and penalties that the Seller is required to pay under the Excise Act as a result of such disallowance.

It is a fundamental term of this contract that the Seller must have finished all work, and delivered to the Buyer by the Completion Date, an unconditional Municipal/City/Regional District Occupancy Certificate or other evidence satisfactory to the Buyer that construction is finished.

The Buyer acknowledges that they have had an opportunity to read the Developers Disclosure Statement prior to writing an Offer on this property/unit.

Developer Disclosure Statement also states that the Buyer may cancel the Purchase Agreement for a period of seven (7) days after receipt of an amendment to the Disclosure Statement if the amendment changes the size or the dimensions of the lot being sold to the Buyer.

The Developer shall have the right to extend, unilaterally, the Completion Date three times, by giving the Buyer notice not later than 60 days prior to the original or the most recently extended Completion Date, and specifying a new Completion Date which must not be later than 60 days after the Completion Date being extended. The Purchaser may neither require, nor refuse, such an extension.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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 9:00 o'clock a.m. on _____, yr. _____ (Possession Date) or, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of _____, yr. _____ (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

GARAGE DOOR OPENER WITH REMOTE -

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 UNDER CONSTRUCTION, yr. _____
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.
- 11B. **GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.

12. **TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions under the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the Managing Broker(s), Associate Broker(s) and representative(s) of those Brokerages (collectively the "Designated Agent(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service[®], the real estate board that operates the Multiple Listing Service[®], of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein;
- B. if the Property is listed on a Multiple Listing Service[®], for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service[®] and other real estate boards of any statistics including historical Multiple Listing Service[®] data for use by persons authorized to use the Multiple Listing Service[®] of that real estate board and other real estate boards;

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

- 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 British Columbia Real Estate Association's Privacy Notice and Consent form.

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

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in Section 26(c) below is a confirmation of the equitable assignment by the Seller in the listing contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

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

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

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INITIALS

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with Roger Kollner
DESIGNATED AGENT(S)

who is/are licensed in relation to RE/MAX Core Realty

BROKERAGE

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INITIALS

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with _____
DESIGNATED AGENT(S)

who is/are licensed in relation to _____

BROKERAGE

INITIALS

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

who is/are licensed in relation to _____

BROKERAGE

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

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INITIALS

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

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INITIALS

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):

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BUYER'S INITIALS



The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, 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.

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SELLER'S INITIALS



23. DISCLOSURE OF BUYER'S RESCISSION RIGHT The Seller and the Buyer hereby acknowledge that, unless the Property is exempt from the Rescission Right, the Buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the Seller within the prescribed period and in the prescribed manner (the "Rescission Right") and the parties hereby acknowledge the following:

- A. the Buyer cannot waive the Rescission Right;
- B. the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other than a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);
- C. if the Buyer exercises the Rescission Right, the Buyer must promptly pay to the Seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale.
- D. If the Buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the Buyer will be required to pay the shortfall; and
- E. the following are exempt from the Rescission Right:
 - (i) residential real property that is located on leased lands;
 - (ii) a leasehold interest in residential real property;
 - (iii) residential real property that is sold at auction;
 - (iv) residential real property that is sold under a court order or the supervision of the court; and
 - (v) a Contract of Purchase and Sale to which Section 21 of the *Real Estate Development Marketing Act* applies.

The Buyer and the Seller each acknowledge that the foregoing constitutes disclosure made pursuant to Section 57.1 of the Real Estate Services Rules.

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BUYER'S INITIALS

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SELLER'S INITIALS

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

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BUYER'S INITIALS

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SELLER'S INITIALS

BC2153 REV. JAN 2023

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

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

YES

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INITIALS

NO

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INITIALS

SEAL

SEAL

SEAL

BUYER

BUYER

BUYER

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

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

The Seller declares their residency:

RESIDENT OF CANADA

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INITIALS

NON-RESIDENT OF CANADA

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INITIALS

as defined under the *Income Tax Act*.

SEAL

SEAL

SEAL

SELLER

SELLER

SELLER

FORTWOOD HOMES & SONS LTD

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

NOTICE FOR BUYER'S RESCISSION RIGHT: If the Buyer is entitled to exercise the Rescission Right, the Seller's mailing address, email address and/or fax number for notice of rescission is as follows:

Attention: **ROGER KOLLNER**

Address: _____

Email: **roger@rogerkollner.com**

Fax: _____

Any notice of rescission given by the Buyer will be deemed to have been delivered on the day it was sent if delivered in accordance with the Home Buyer Rescission Period Regulation.

The date of acceptance of this contract is _____ (the "**Final Acceptance Date**") and, if applicable, the date by which the Buyer must exercise the Rescission Right, is _____.

*PREC represents Personal Real Estate Corporation.

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of service they provide (MLS®).

BC1057 REV JAN 2023

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Please print clearly

The Real Estate Services Rules ("Rules") require this disclosure statement to be presented to you before any agreement for the acquisition or disposition of real estate is entered into where the seller, landlord, buyer or tenant is licensed under the Act or where a licensee is providing trading services to or on behalf of a party to a trade in real estate who is an associate* (see next page for definition) of that licensee.

PART A

IT IS STRONGLY RECOMMENDED THAT YOU OBTAIN INDEPENDENT ADVICE IF YOU ARE UNCERTAIN AS TO THE FAIR MARKET VALUE OF THE PROPERTY YOU ARE BUYING, SELLING OR RENTING!

Notice to (indicate name of either buyer or seller)

Street address of subject real estate

7000 Husband Drive

Prince George, BC BC

Legal description

LEGAL PENDING

I, ROGER KOLLNER, am licensed under the *Real Estate Services Act*, and disclose to you that: (Tick applicable box)
(name of licensee)

☒ I am acquiring or disposing of the real estate, and/or

☐ I am providing trading services to an associate of mine who is acquiring or disposing of the real estate

Name of associate: FORTWOOD HOMES & SONS LTD

My relationship to this associate: RELATIVE

PART B – ACQUISITION OF REAL ESTATE BY LICENSEE OR ASSOCIATE

To be completed by a licensee who is offering to acquire the real estate or who is providing trading services to an associate who is offering to acquire the real estate.

This section to be completed if the licensee or associate is offering to acquire the real estate as a buyer: (Tick applicable box)

☐ The real estate is to be held for personal, rental or other use, or

☐ The real estate is to be resold.

If the real estate is to be resold, make the following disclosure, as applicable:

I am negotiating or have negotiated/My associate is negotiating or has negotiated the resale of the real estate on the following terms:

This section to be completed if the licensee or associate is offering to acquire the real estate as a tenant: (Tick applicable box)

☐ The real estate is to be held for personal or other use, or

☐ The real estate is to be sublet.

If the real estate is to be sublet, make the following disclosure, as applicable:

I am negotiating or have negotiated/My associate is negotiating or has negotiated the sublet of the real estate on the following terms:

This section to be completed regardless of type of interest being acquired by the licensee or associate:

If you accept my or my associate's offer, real estate commission or other remuneration will be earned or received by my associate, another buyer or tenant, or by me in the approximate amounts as follows:

By me: \$ 8,500.00

By my associate: \$ _____

By another buyer or tenant: \$ _____

PART C – DISPOSITION OF REAL ESTATE OWNED OR RENTED BY LICENSEE OR ASSOCIATE

To be completed by a licensee who is disposing of the real estate or who is providing trading services to an associate who is disposing of the real estate. (Tick applicable box)

- ☐ I am/my associate is an owner of the real estate, or
- ☐ I am/my associate is a tenant of the real estate.

PART D – SIGNATURES AND ACKNOWLEDGEMENT

This disclosure is made to you in compliance with section 53 of the Rules, at

PRINCE GEORGE, BC on _____
(place) (date)

Witness _____
(not a party to the trade in real estate)

Disclosed by 
(signature of licensee)

ROGER KOLLNER

Acknowledgement and Receipt

The undersigned acknowledges receipt of this Disclosure of Interest in Trade at PRINCE GEORGE, BC on _____
(place) (date)

Signature of person/persons to whom disclosure has been made _____

RULE DEFINITIONS

Section 51 of the Rules

For the purposes of this Division:

***associate** in relation to a licensee means a person who is any of the following:

- a) in the case of an individual licensee,
 - i) a spouse or family partner of the licensee,
 - ii) a trust or estate in which the licensee, or a spouse or family partner of the licensee, has a substantial beneficial interest or for which the licensee, spouse or family partner serves as trustee or in a similar capacity, or
 - iii) a corporation, partnership, association, syndicate or unincorporated organization in respect of which the licensee, or a spouse or family partner of the licensee, holds not less than 5% of its capital or is entitled to receive not less than 5% of its profits;
- b) in the case of a brokerage that is a corporation or partnership,
 - i) a director, officer or partner of the brokerage,
 - ii) a shareholder of the brokerage who holds more than 10% of the voting shares of the brokerage,
 - iii) a trust or estate
 - (A) in which the brokerage, or a director, officer or partner of the brokerage, has a substantial beneficial interest, or
 - (B) for which the brokerage, or a director, officer or partner of the brokerage, serves as trustee or in a similar capacity, or
 - iv) a corporation, partnership, association, syndicate or unincorporated organization in respect of which the brokerage, or a director, officer or partner of the brokerage, holds not less than 5% of its capital or is entitled to receive not less than 5% of its profits;

principal includes, in relation to the prospective provision of real estate services, a potential principal.

BROKERAGE USE ONLY

I _____ acknowledge receipt of a copy of the Disclosure of Interest in Trade on behalf of the brokerage
(name of person acknowledging receipt)
of the licensee making this disclosure.

Signature of person acknowledging receipt _____ Date _____

Title of person acknowledging receipt on behalf of the brokerage _____

Note. Section 83(a) of the Rules requires a brokerage to maintain a copy of all written disclosures and any related acknowledgements under Part 5 Division 2 of the Rules.

Mailing Address

BC Financial Services Authority
600-750 West Pender Street | Vancouver, B.C. Canada | V6C 2T8

Enquiries

Tel: 604.660.3555 | Toll-free: 1.866.206.3030 | Fax: 866.660.3365
www.bcfsa.ca | info@bcfsa.ca

A COPY OF THIS DISCLOSURE IS NOT REQUIRED TO BE PROVIDED TO BCFSA UNLESS IT IS SPECIFICALLY REQUESTED.

EXHIBIT H

TITLE SEARCH PRINT

2023-02-22, 10:07:00

File Reference:

Requestor: Page Ward

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

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	PRINCE GEORGE PRINCE GEORGE
Title Number From Title Number	CB460641 LB570466
Application Received	2023-02-02
Application Entered	2023-02-21
Registered Owner in Fee Simple Registered Owner/Mailing Address:	FORTWOOD HOMES & SONS LTD., INC.NO. 0134738 2255 QUINN STREET PRINCE GEORGE, BC V2N 2X4
Taxation Authority	Prince George, City of
Description of Land Parcel Identifier: Legal Description:	031-885-535 LOT A DISTRICT LOT 2014 CARIBOO DISTRICT PLAN EPP125565
Legal Notations	THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA6737970 THIS TITLE MAY BE AFFECTED BY A PERMIT UNDER PART 14 OF THE LOCAL GOVERNMENT ACT, SEE CA8522166
Charges, Liens and Interests Nature: Registration Number: Registration Date and Time: Registered Owner: Remarks:	MORTGAGE CA173602 2006-02-10 08:55 INTEGRIS CREDIT UNION INTER ALIA

TITLE SEARCH PRINT

2023-02-22, 10:07:00

File Reference:

Requestor: Page Ward

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA1721718
Registration Date and Time:	2010-09-03 11:34
Registered Owner:	CITY OF PRINCE GEORGE
Remarks:	INTER ALIA
Nature:	PRIORITY AGREEMENT
Registration Number:	CA1721719
Registration Date and Time:	2010-09-03 11:34
Remarks:	INTER ALIA GRANTING CA1721718 PRIORITY OVER CA173602
Nature:	COVENANT
Registration Number:	CA2562168
Registration Date and Time:	2012-05-28 09:20
Registered Owner:	CITY OF PRINCE GEORGE
Remarks:	INTER ALIA
Nature:	PRIORITY AGREEMENT
Registration Number:	CA2562169
Registration Date and Time:	2012-05-28 09:20
Remarks:	INTER ALIA GRANTING CA2562168 PRIORITY OVER CA173602
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA2562171
Registration Date and Time:	2012-05-28 09:20
Registered Owner:	CITY OF PRINCE GEORGE
Remarks:	INTER ALIA
Nature:	PRIORITY AGREEMENT
Registration Number:	CA2562172
Registration Date and Time:	2012-05-28 09:20
Remarks:	INTER ALIA GRANTING CA2562171 PRIORITY OVER CA173602
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA5442935
Registration Date and Time:	2016-08-22 16:46
Registered Owner:	CITY OF PRINCE GEORGE
Remarks:	INTER ALIA
Nature:	PRIORITY AGREEMENT
Registration Number:	CA5442936
Registration Date and Time:	2016-08-22 16:46
Remarks:	INTER ALIA GRANTING CA5442935 PRIORITY OVER CA173602

TITLE SEARCH PRINT

2023-02-22, 10:07:00

File Reference:

Requestor: Page Ward

Nature: COVENANT
Registration Number: CA5862698
Registration Date and Time: 2017-03-09 14:34
Registered Owner: CITY OF PRINCE GEORGE
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA5862699
Registration Date and Time: 2017-03-09 14:34
Remarks: INTER ALIA
GRANTING CA5862698 PRIORITY OVER CA173602

Nature: COVENANT
Registration Number: CB460646
Registration Date and Time: 2023-02-02 16:16
Registered Owner: CITY OF PRINCE GEORGE

Nature: PRIORITY AGREEMENT
Registration Number: CB460647
Registration Date and Time: 2023-02-02 16:16
Remarks: GRANTING CB460646 PRIORITY OVER CA173602

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

EXHIBIT I

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This Act is current to March 29, 2023

See the Tables of Legislative Changes for this Act's legislative history, including any changes not in force.

STRATA PROPERTY ACT

[SBC 1998] CHAPTER 43

Schedule of Standard Bylaws

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

Payment of strata fees

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

Repair and maintenance of property by owner

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

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

Use of property

- 3** (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts

of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) one dog or one cat.

Inform strata corporation

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

Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

Obtain approval before altering common property

- 6** (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to strata lot

- 7** (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 8** The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to

- (i) the structure of a building,
- (ii) the exterior of a building,
- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
- (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 — Council

Council size

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

Council members' terms

- 10** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.
- (3) to (5) [Repealed 1999-21-51.]

Removing council member

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

Replacing council member

- 12** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata

corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

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

Calling council meetings

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

Repealed

15 [Repealed 2009-17-35.]

Quorum of council

- 16** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,

- (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) [Repealed 2022-41-27.]
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

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

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

- (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

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

Limitation on liability of council member

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

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

- 23 The strata corporation may fine an owner or tenant a maximum of
 - (a) \$50 for each contravention of a bylaw, and
 - (b) \$10 for each contravention of a rule.

Continuing contravention

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

Division 5 — Annual and Special General Meetings

Person to chair meeting

- 25** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 26** (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

- 28** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;

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

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 29** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Marketing Activities by Owner Developer

Display lot

- 30** (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

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