

BRIXTON STATION #3

DATED: December 22, 2015

Developer:

Algra Bros. Developments (Brixton) Ltd.
and **Brixton Joint Venture**

Address for Service:
c/o 33832 South Fraser Way
Abbotsford, B.C.
V2S 2C5

Business Address:
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Chilliwack, B.C.
V2R 0G7

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

This Disclosure Statement 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 _____ and _____ who have confirmed that fact by initialling in the space provided here:

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

RIGHT OF RESCISSION

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

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

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

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

**Policy Statement 5
Early Marketing – Development Approval**

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

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

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

**POLICY STATEMENT 6
ADEQUATE ARRANGEMENTS – UTILITIES AND SERVICES**

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

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

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

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<i>Exhibit G</i>	Rental Disclosure Statement
<i>Exhibit H</i>	Proposed Contract of Purchase and Sale
<i>Exhibit I</i>	Easement (Shared Ramp Access)

1. The Developer:

1.1 The Developer

QKKD Properties Limited having a registered and records office address of #900, 1175 Douglas Street, Victoria, B.C., V8W 2E1, is a company registered in the Corporate Registry under No. BC0931208 on January 26, 2012 (hereinafter called "QKKD"). 0987575 B.C. Ltd. having a registered and records office address of #1500, 13450 – 102nd Avenue, Surrey, B.C., V3T 5X3 is a company registered in the Corporate Registry under No. BC0987575 on December 6, 2013 (hereinafter called "0987575"). Algra Capital Corp. having a registered and records office address of #201, 33832 South Fraser Way, Abbotsford, B.C., V2S 2C5 is a company registered in the Corporate Registry under No. BC0985847 on November 18, 2013 (hereinafter called "Algra Capital"). QKKD, 0987575 and Algra Capital have agreed to form and constitute Brixton Joint Venture and are the beneficial owners of the Lands. Algra Bros. Developments (Brixton) Ltd. (hereinafter called "Brixton") is the registered owner of the Lands (as hereinafter defined). Algra Bros. Developments (Brixton) Ltd. having an office address of 5848 Sappers Way, Chilliwack, B.C., V2R 0G7 is a company registered in the Corporate Registry under No. BC0977204 on August 7, 2013. QKKD, 0987575 and Algra Capital have irrevocably appointed Algra Bros. Developments (Brixton) Ltd. to act as the registered owner of the Development, the Lands and the Strata Lots and as its lawful agent with full power and authority to enter Purchase Agreements as hereinafter defined, together with any amendments thereto and to execute and deliver such other documents as are contemplated by the Purchase Agreements, as the binding obligation of the Developer, all as QKKD, 0987575 and Algra Capital shall think fit in its absolute discretion. QKKD, 0987575, Algra Capital and Brixton are hereinafter collectively referred to as the "Developer".

1.2 Purpose and Assets

Algra Bros. Developments (Brixton) Ltd. was established specifically for the purpose of acting as registered owner of the Lands as hereinbefore defined and as nominee and agent for QKKD, 0987575 and Algra Capital. Algra Bros. Developments (Brixton) Ltd. and Brixton Joint Venture do not hold any assets other than the development property itself.

1.3 Registered and Records Office

The registered and records address of QKKD Properties Limited is #900, 1175 Douglas Street, Victoria, B.C., V8W 2E1. The registered and records address of 0987575 B.C. Ltd. is #1500, 13450 – 102nd Avenue, Surrey, B.C., V3T 5X3. The registered and records address of Algra Capital Corp. is #201, 33832 South Fraser Way, Abbotsford, B.C., V2S 2C5. The registered and records address of Algra Bros. Developments (Brixton) Ltd. is #201, 33832 South Fraser Way, Abbotsford, B.C., V2S 2C5.

1.4 Director Information

The Directors of QKKD Properties Limited are Moon J. Cho, Gordon E. Cho and Grant C. Cho. The Directors of 0987575 B.C. Ltd. are Robert Miller and Laurie Ross. The Directors of Algra Capital Corp. are Philip Edward Algra, Peter Terry Algra and David James Algra. The Directors of Algra Bros. Developments (Brixton) Ltd. are David James Algra, Philip Edward Algra, Grant Caesar Cho and Laurie Ross.

1.5.1 Background, Conflicts of Interest for Developer, Directors, Officers and Principal Holders

To the best of the Developer's knowledge, this is the third development of QKKD Properties Limited. Moon J. Cho, Gordon E. Cho and Grant C. Cho being the directors and officers, have previously developed property in Chilliwack.

Also, to the best of the Developer's knowledge, this is the third development of 0987575 B.C. Ltd. Robert Miller, being one of the directors of 0987575 B.C. Ltd. has developed property for 46 years which includes single family and multi-family developments in the lower mainland. Laurie Ross, being one of the directors of 0987575 B.C. Ltd. has developed property for over 40 years which includes multi-family developments in Abbotsford, Chilliwack, Maple Ridge, Langley, Surrey and White Rock.

Also, to the best of the Developer's knowledge, this is the third development of Algra Capital Corp. Philip Edward Algra, being one of the directors of Algra Capital Corp. has developed property for 9 years which includes single family and multi-family developments in Kent, Agassiz, Chilliwack, Abbotsford and Langley. Peter Terry Algra, being one of the directors of Algra Capital Corp. has developed property for 9 years which includes single family and multi-family developments in Kent, Agassiz, Chilliwack, Abbotsford and Langley. David James Algra, being one of the directors of Algra Capital Corp. has developed property for 9 years which includes single family and multi-family developments in Kent, Agassiz, Chilliwack, Abbotsford and Langley.

Also, to the best of the Developer's knowledge this is the third development of Algra Bros. Developments (Brixton) Ltd. David James Algra, being one of the directors of Algra Capital Corp. has developed property for 9 years which includes single family and multi-family developments in Kent, Agassiz, Chilliwack, Abbotsford and Langley. Philip Edward Algra, being one of the directors of Algra Capital Corp. has developed property for 9 years which includes single family and multi-family developments in Kent, Agassiz, Chilliwack, Abbotsford and Langley. Grant Caesar Cho, being a director of Algra Bros. Developments (Brixton) Ltd. has previously developed property in Chilliwack. Laurie Ross, being one of the directors of Algra Bros. Developments (Brixton) Ltd. has developed property for over 40 years which includes multi-family developments in Abbotsford, Chilliwack, Maple Ridge, Langley, Surrey and White Rock.

- 1.5.2 To the best of the Developer's knowledge neither the Developer, nor any principal holder of the Developer nor any director or officer 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 last ten (10) years.
- 1.5.3 To the best of the Developer's knowledge neither the Developer, nor any principal holder of the Developer nor any director or officer of the Developer or principal holder have been declared bankrupt or made a voluntary assignment into 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 their assets, within the last five (5) years.
- 1.5.4 To the best of the Developer's knowledge neither any director, officer or principal holder of the Developer nor any director or officer of the principal holder have, within the last five (5) years, been an officer, director or principal holder of a developer that:
- (a) has been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; and
 - (b) has been declared bankrupt or made a voluntary assignment into 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 its assets.
- 1.6 There are no existing or potential conflicts of interest among the Developer, manager, any directors, officers or principal holders of the Developer and manager, any directors or officers of the principal holders nor any other party providing good or services to the developer, manager or holders of the development units in connection with the development that might reasonably be expected to affect the purchaser's purchase decision.

2. General Description

2.1 General Description of the Development:

The development will consist of 33 residential townhouse units (the "Strata Lots") to be built in three phases. Each Strata Lot will be located in an attached 2-storey wood framed building with basement and underground parking. All units will be constructed and marketed for sale or lease by the Developer. The development will be located at 45462 Tamihi Way, Chilliwack, B.C. The Strata Lots will be owned individually and each strata lot will be located in one of 7 multi-unit buildings. The 2-storey townhouses will have a basement that leads to underground parking by which the access to the underground will be by

way of shared reciprocal access easement with the adjacent strata development (Brixton 2 = Lot 465 Plan EPP31454), which easement is registered under No. CA4446669 / No. CA4446671 (Plan EPP52164) and attached hereto as Exhibit "I". The cost of maintaining the Easement Area will be shared equally by both strata developments. Subject to the encumbrances referred to in Sections 4.3, each of the owners of the Strata Lots will also be entitled to a proportionate share of the common property (the "Common Property") of the Development, other common facilities, and other assets of the Strata Corporation, which the owners of the Strata Lots will own as tenants-in-common. The proposed layout of the Development and the dimensions and location of the Strata Lots are set out in the Proposed Plans which is attached hereto as Exhibit "A". Actual Strata Lots as constructed may vary somewhat from what is depicted on the Proposed Strata Plans.

2.2 Permitted Use:

The property is zoned CD-10 Zone (Comprehensive Development). The CD-10 Zone consists of 62.12 hectares of land on the former Chilliwack Canadian Forces Base, located between Watson Road and Keith Wilson Road west of Vedder Road, where a residential/commercial development plan has been considered and approved by the Council of the City of Chilliwack. All of the Strata Lots in the Development are intended for residential use. A copy of the City's Zoning Bylaw is attached hereto as Exhibit "B". For further information on zoning requirements and permissible uses please contact the City of Chilliwack (Planning & Strategic Initiatives Department), 8550 Young Road, Chilliwack, B.C., V2P 8A4 Phone: (604) 793-2906 www.chilliwack.ca.

2.3 Phasing:

This development is part of a phased strata plan and will consist of 33 strata lots in three (3) phases as follows:

Phase	General Type of Residence	Total Units
Phase 1 (Buildings 1 & 2)	2-storey townhouse buildings with basement	10 units
Phase 2 (Buildings 3 & 7)	2-storey townhouse buildings with basement	10 units
Phase 3 (Buildings 4, 5 & 6)	2-storey townhouse buildings with basement	13 units

As a result of the City of Chilliwack's approval process, the proposed Form P Phased Strata Plan Declaration has been approved by the approving officer and is attached hereto as Exhibit "C". The Developer intends to market all the Strata Lots in all three phases, but currently only Phase One. The Phased Strata Plan Declaration sets the dates for the Developer to elect to proceed with each phase; however the Developer is entitled not to proceed with subsequent phases. There are no common facilities included in the Development.

3. Strata Information

3.1 Unit Entitlement

The Developer has chosen the calculation of the unit entitlement to be the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia Land Surveyor. The proposed Form V Schedules of Unit Entitlement is set out in Exhibit "D". Unit Entitlement figure indicates the share of an owner in the common property, common facilities and other assets of the strata corporation. It is also the figure used to determine the owner's contribution toward the common expenses.

3.2 Voting

Voting Rights refers to the number of votes allotted to each strata lot. For this development each strata lot will have one vote. The Developer does not intend to file a Form W, as this is not a mixed-use development.

3.3 Common Property & Facilities

The Common Property of the Development will include the following which will be located generally as indicated in Exhibit "A": sidewalks, drive isle, ramp, garbage area, grassed and landscaped areas, visitor parking, stairs, housing for electrical and mechanical. There are no common facilities included in the development.

3.4 Limited Common Property

The Developer may designate on the strata plan each patio and yard adjacent to a strata lot as limited common property for that particular strata lot. The Strata Corporation is responsible for maintaining all common property, including limited common property; however under Section 72(2)(a) of the *Strata Property Act*, the Strata Corporation may, by bylaw, make owners responsible for the repair and maintenance of limited common property which they use. See section 3.5 for bylaw amendment.

3.5 Bylaws

The bylaws of the Strata Corporation shall be those contained in the *Strata Property Act*, as amended by the changes to the Bylaws set out in Exhibit "E" attached hereto. The significant changes to the Bylaws are as follows:

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 may 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, 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) up to 4 pets consisting of not more than two dogs or not more than three cats over the age of 6 months;**
 - (5) Pet owners are responsible for immediate removal of all pet waste which is left anywhere on the common property or public sidewalks or boulevards adjoining the property.**
 - (6) Owners are responsible for any damages caused by their pets or the pets of their tenants or guests.**

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
- (e)an owner must pay all costs associated with repair and replacement of the astro-turf within their limited common property yard with the exception of a strata-wide replacement wherein the strata corporation is then responsible; however should an owner damage their astro-turf and not repair or replace the damaged portion within 90 days of the occurring damage, the strata corporation may replace said damage at the owners cost.**

Miscellaneous Rules

- 31 (1) An owner shall not install any heating, ventilation or air conditioning devices (“hvac”) in any window of any strata lot and such hvac must be installed in an area predetermined by the developer. An owner must have the hvac unit and all associated piping and wiring be similar in size to hvac units already installed by the developer. An owner must have the hvac unit installed by a certified professional.**

3.6 Parking

The development contains an aggregate of 66 underground parking stalls and 7 visitor surface stalls. The 7 surface parking stalls are intended to be Common Property for use as visitor parking by owners and guests.

All buildings share a connected underground parkade containing 66 stalls. The development also shares the access/egress ramp to the underground with the adjacent development, Brixton 2 by way of an easement (see Paragraph 4.3 herein) wherein the maintenance of the ramp is to be shared equally by both strata developments.

Each Strata Lot will be assigned at least one parking stall by way of designation as Limited Common Property. The Developer, in its sole discretion, may allocate additional parking stalls for the exclusive use of individual Strata Lot owners, on such terms as the Developer may determine, using one or more of the following methods:

- (a) designation on the Strata Plan as Limited Common Property, upon filing of the Strata Plan;

- (b) designation on the Strata Plan as Limited Common Property, subsequent to filing of the Strata Plan but before the first annual general meeting of the Strata Corporation in accordance with section 258 of the *Strata Property Act*;
- (c) partial assignments of rights under a lease entered into prior to the filing of the Strata Plan;
- (d) partial assignments of rights of the Developer with respect to individual Parking Stalls that may be allocated as Limited Common Property for a Strata Lot to be owned and controlled by the Developer; or
- (e) such other method as the Developer may determine.

In designating such additional parking stalls, the owner developer is not required to act with a view to the best interests of the Strata Corporation, but must act honestly and in good faith and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances. Such a designation of additional parking stalls does not require approval by a resolution at an annual or special general meeting. On this basis, the Developer hereby reserves the right to allocate to any of the Strata Lots within the Development additional parking stalls, and to designate such parking stalls(s) as Limited Common Property of the Strata Corporation or otherwise, up to the first annual general meeting after the filing of the Strata Plan.

3.7 Furnishings and Equipment

The following equipment/furnishings will be included in the purchase of each Strata Lot: refrigerator, range, dishwasher, washer and dryer. The above items will not be encumbered except to the extent of any mortgage registered in the Land Title Office and any general security agreement filed under the *Personal Property Security Act*. Any filings under the *Personal Property Security Act* will be released upon payment in full of the construction mortgage by the Developer. Any manufacturer's warranty for appliances and equipment whether located in the Strata Lots or in the Common Property will be passed on to the Purchaser or the Strata Corporation, as the case may be if and to the extent permitted by such warranty. The services available to the Development include electricity, water, sewer, natural gas (in select units), fire protection, access, garbage collection, cable, telephone and internet. Charges for these services and utilities are explained in paragraphs 3.9.

3.8 Budget

An estimated budget for a typical full year of operating expenses of the Strata Corporation is attached as Exhibit "F". Pursuant to 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. Pursuant to section 14 of the *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. In addition to paying the amount of the excess expenses, where those excess expenses are more than 10% or more than 20% of the amounts estimated in the interim budget, section 3.1(1) of the Regulations requires the Developer to pay to the Strata Corporation a further amount equal to two times (if the excess is more than 10%) or three times (if the excess is more than 20%) of the amount of the excess. The allocation of strata fees is based on the unit entitlement of each strata lot. None of the contributions to the operating fund are based upon sections, type of strata lot or limited common property. Common Area utilities and other expenses related to the common property are paid by the Strata Corporation. Such expenses are included in the estimated Budget, attached as Exhibit "F", and their cost will be prorated to the owners of the Strata Lots and included in the monthly assessments.

3.9 Utilities and Services

This development is not located outside a municipality. Each Strata Lot owner will be responsible for real property taxes for his/her Strata Lot. Real property taxes are levied by and payable to the City of Chilliwack. Electricity, hydro, natural gas, satellite and telephone will be separately metered or assessed to each Strata Lot and they are not included in the estimated Budget set out in Exhibit "F". Purchasers must make the appropriate application to set up accounts for these services for each Strata Lot. Common Area utilities and other expenses related to the common property are paid by the Strata Corporation. Such expenses are included in the estimated Budget, attached as Exhibit "F", and their cost will be prorated to the owners of the Strata Lots and included in the monthly assessments.

3.10 Strata Management Contracts

The Developer intends to cause the Strata Corporation to enter into a management agreement with Teamwork Property Management Ltd. with respect to the control, management and administration of the Common Property. The Management Agreement may be terminated prior to the end of the term, in accordance with the provisions of the *Strata Property Act*.

3.11 Insurance

Developer Coverage

The Developer will place, at the time of commencement of construction, the following insurance coverage with respect to the Development:

- (i) A commercial general liability insurance policy with a completed operations extension; and
- (ii) A builder's risk broad form policy for revolving course of construction insurance for the period up to completion of the Development.

Strata Corporation Coverage

The Developer will obtain the following insurance coverage in the name of the Strata Corporation:

- (a) full replacement insurance on:
 - (i) common property;
 - (ii) common assets;
 - (iii) buildings shown on the strata plan; and
 - (iv) fixtures which are installed on the strata lot by the developer as part of the original construction. Fixtures are defined as "items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers, or other items".

The above noted property will be insured against "major perils" which are defined as "fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts".

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

Purchaser's Coverage

A Purchaser of a Strata Lot will be responsible for insuring the contents of his or her Strata Lot and obtaining liability insurance with respect to his Strata Lot.

3.12 Rental Disclosure Statement

Under Section 139 of the *Strata Property Act*, a developer must disclose to any Purchaser an intention to lease Strata Lots in order to ensure that such Strata Lots may be leased in the future. A rental disclosure statement has been filed with the Superintendent of Real Estate concurrently with the filing of this Disclosure Statement and a copy is attached as Exhibit "G".

4. Title and Legal Matters

4.1 Legal Description

The legal description of the developmental property is:

PID: 029-275-601

Lot 464 Section 12 Township 23 New Westminster District Plan EPP31454

4.2 Ownership

Title is in the name of Algra Bros. Developments (Brixton) Ltd. (Incorporation No. BC0977204).

4.3 Existing Encumbrances and Legal Notations

Legal Notations:

- (i) Hereto is annexed Easement No. CA2567889 over Part Comprising 33.6 square metres of Lot 463 Plan EPP15943 shown on Plan EPP15951 for storm drainage purposes to which this property benefits from;
- (ii) Hereto is annexed Easement No. CA3633788 over Lot 465 Plan EPP31454 as to part shown on Plan EPP38445 for utilities;
- (iii) Hereto is annexed Easement No. CA4446671 over Lot 465 Plan EPP31454 as to part shown on Plan EPP52164 for shared ramp access;
- (iv) This title may be affected by a Permit under Part 26 of the Local Government Act, See CA4847996;

Charges, Liens and Interests:

- (i) Statutory Right of Way No. CA2567893 in favour FortisBC Energy Inc.;
- (ii) Statutory Building Scheme No. CA3593278;
- (iii) Easement No. CA3633787 part shown on Plan EPP38445 appurtenant to Lot 465 Plan EPP31454 for utilities;
- (iv) Covenant No. CA3633789 in favour of the City of Chilliwack for utilities easement (CA3633789);
- (v) Covenant No. CA3633790 in favour of City of Chilliwack for noise (back up generator for pump for nearby well) purposes;
- (vi) Mortgage No. CA4302947 in favour of First West Credit Union which will be discharged from the title of each strata lot upon the receipt of net sale proceeds;
- (vii) Assignment of Rents No. CA4302948 in favour of First West Credit Union which will be discharged from the title of each strata lot upon the receipt of net sale proceeds;
- (viii) Easement No. CA4446669 part in Plan EPP52164 appurtenant to Lot 465 Plan EPP31454 for a shared access/egress ramp to the underground parkade; and

- (ix) Priority Agreement No. CA4446670 granting No. Easement CA4446669 priority over Mortgage No. CA4302947 and Assignment of Rents No. CA4302948.

4.4 Proposed Encumbrances

No further encumbrances, covenants, or liens are proposed or anticipated to be registered or filed in respect to the Development other than easements, restrictive covenants, dedications and rights-of-way and other rights or restrictions in favour of B.C. Hydro, Telus, utilities, communications suppliers, public authorities, municipalities or any other applicable government authority or public or private utility with respect to provision of utilities to the Development or in connection with approval of the subdivision, development, construction and occupation of the Land, the Development, and the Strata Lots.

4.5 Outstanding or Contingent Litigation or Liabilities

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

4.6 Environmental Matters

To the best of the Developer's knowledge, the land on which the Development is being constructed does not lie within an area which may be subject to flooding. The Developer is not aware of any dangers connected with the development property in respect of the condition of the soil or subsoil. The Developer is not aware of any other environmental issues affecting the development property.

5. Construction and Warranties

5.1 Construction Dates

For the purpose of this section:

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

"completion of construction" means the first date that a development unit within the development property may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis;

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

Construction of the Development will commence on or about December 1, 2015. The Developer estimates that the date range for the completion of construction to be approximately April 1, 2017 – July 1, 2017.

5.2 Warranties

Home warranty coverage for the Development, including the individual Strata Lots, will be covered by Travelers Guarantee Company of Canada for a period of 10 years for structural defects, 5 years for defects in the building envelope, including those resulting in water penetration, and 2 years for defects in workmanship.

This warranty will be offered pursuant to the requirements of the *Homeowners Protection Act*.

5.3 Previously Occupied Building

Not Applicable

6. **Approvals and Financing**

6.1 Development Approval

The City of Chilliwack council has considered and approved the residential development under the CD10 (Comprehensive Development – 10) Zone. Under Division 2 Part 2 of the *Real Estate Development Marketing Act*, a developer must not market a strata lot or a leasehold unit unless the strata plan has been deposited in the land title office or the appropriate municipal or other government authority has issued a building permit in relation to the strata lot or leasehold unit. The Developer does not expect to receive building permits until January 31, 2016. The Developer is aware that he may offer the strata lots for sale under this disclosure statement for a period of no longer than nine months from the date of this disclosure statement unless an amendment is accepted by the Superintendent of Real Estate during that time setting out the issued building permits. A copy of the proposed Contract of Purchase and Sale including Policy Statement 5 (Early Marketing) terms and conditions is attached hereto as Exhibit "H".

6.2 Construction Financing

The Developer has not yet obtained a satisfactory financing commitment from a lender for the purpose of constructing the strata lots. Accordingly, this disclosure statement is filed under the provisions of Policy Statement 6. The Developer is aware that he may offer the strata lots for sale under this disclosure statement for a period of no longer than nine months from the date of this disclosure statement unless an amendment is accepted by the Superintendent of Real Estate during that time setting out the particulars of a satisfactory financing commitment. A copy of the proposed Contract of Purchase and Sale including Policy Statement 6 (Adequate Arrangements – Utilities and Services) terms and conditions is attached hereto as Exhibit "H".

7. Miscellaneous

7.1 Deposits

Purchasers' deposits and all money received from purchasers shall be held in trust by the law office of Rosborough & Company in accordance with the terms of the Contract of Purchase and Sale and in the manner required by the *Real Estate Marketing Development Act* until such time as the strata plan is deposited for registration in the appropriate Land Title Office, the Strata Lot purchased or leased is capable of being occupied, and an instrument evidencing the interest of the purchaser or lessee in the Strata Lot has been filed for registration in the appropriate Land Title Office, or the Contract has been earlier terminated.

7.2 Purchase Agreement

7.2.1 A copy of the proposed Contract of Purchase and Sale is attached hereto as Exhibit "H".

Termination:

7.2.2 The purchase agreement provides in *Deposits* (Page 2 of 8) that if the buyer fails to complete the purchase of the property through no fault of the seller, or if the buyer fails to pay the deposit or any portion thereof when due, then the seller may, at the seller's option, terminate the contract in which case the buyer absolutely forfeits the deposit to the seller and the buyer and the seller hereby irrevocably authorize and instruct the seller's solicitor to release the deposit from trust and pay it to the seller.

The purchase agreement further provides in paragraph labelled (Policy Statement 6) on Page 4 of 8 that Pursuant to Policy Statement 6 (Adequate Arrangements – Utilities and Services) issued by the Superintendent of Real Estate, a developer may file a Disclosure Statement and market strata lots prior to obtaining a satisfactory financing commitment, provided that an amendment to the Disclosure Statement disclosing the particulars of a satisfactory financing commitment is filed with the superintendent within nine 9 months from the developer filing the original Disclosure Statement and subject to the following conditions: (a) if an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment is not received by the Buyer within 12 months after the initial Disclosure Statement was filed, the Buyer may at his or her option cancel the Contract at any time after the end of that 12 month period until the required amendment is received by the Buyer; (b) the amount of the deposit to be paid by a Buyer who has not yet received an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and (c) all deposits paid by a Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer.

The purchase agreement further provides in paragraph labelled (Policy Statement 5) on Page 4 of 8 that pursuant to Policy Statement 5 (Early Marketing – Development Approval) issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a building permit, provided that an amendment to the disclosure statement disclosing the particulars of the issued building permit is filed with the superintendent within nine (9) months from the developer filing the original disclosure statement and subject to the following conditions: (a) The Buyer may cancel the Contract for a period of seven days after receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit; (b) If an amendment to the Disclosure Statement that sets out particulars of an issued building permit is not received by the Buyer within 12 months after the initial Disclosure Statement was filed, the Buyer may at his or her option cancel the Contract at any time after the end of that 12 month period until the required amendment is received by the Buyer, at which time the Buyer may cancel the Contract for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit; (c) The amount of the deposit to be paid by a Buyer who has not yet received an amendment to the Disclosure Statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and (d) all deposits paid by a Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer.

The purchase agreement further provides in paragraph 12. Time that time will be of the essence thereof and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the completion date, the seller may, at the seller's option, terminate the contract and in such even the amount paid by the buyer will be non-refundable and absolutely forfeited to the seller in accordance with the Real Estate Development Marketing Act on account of damages, without prejudice to the sellers other remedies.

Extension:

- 7.2.3 The purchase agreement provides in the third paragraph on Page 3 of 8 that the Seller reserves the right to extend the completion, possession and adjustment dates up to 180 days if deemed necessary by the Seller to complete and receive an occupancy permit for the home. The Seller is required to give at least 60 days notice to the Buyer before the completion date, should the Seller be required to extend the completion, possession and adjustment dates.

There is no provision in the purchase agreement for the developer or purchaser to require or refuse an extension or whether the developer should seek a fee or increase the purchase price in order to agree to an extension.

Assignment:

7.2.4 There is no provision in the purchase agreement that provides for assignment of the purchase agreement. There is no provision in the purchase agreement for the developer to refuse to allow an assignment or seek a fee in order to agree to an assignment.

Interest on Deposits:

7.2.5 There is no provision in the purchase agreement for the Buyer or the Seller (Developer) to receive interest on the deposit monies.

7.3 Developer's Commitments

The Development will include normal clearing to permit construction, excavation and landscaping of the Development, and will include the planting of grassed areas, trees, and shrubs around the buildings.

7.4 Other Material Facts


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

There will be no rental pool involved in the Development.

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.


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 December 22, 2015.

Algra Capital Corp.
Per:



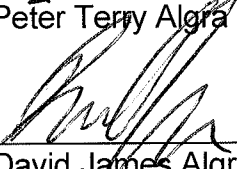
Philip Edward Algra (Authorized Signatory)

Dated: December 22, 2015



Peter Terry Algra (Authorized Signatory)

Dated: December 22, 2015



David James Algra (Authorized Signatory)

Dated: December 22, 2015



Philip Edward Algra

Dated: December 22, 2015



Peter Terry Algra

Dated: December 22, 2015



David James Algra

Dated: December 22, 2015

QKKD Properties Limited

Per:


Moon J. Cho (Authorized Signatory)

Dated: December 22, 2015


Gordon E. Cho (Authorized Signatory)

Dated: December 22, 2015


Grant C. Cho (Authorized Signatory)

Dated: December 22, 2015


Moon J. Cho

Dated: December 22, 2015


Gordon E. Cho

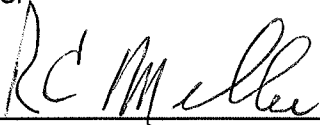
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Grant C. Cho

Dated: December 22, 2015

0987575 B.C. Ltd.

Per:



Robert Miller (Authorized Signatory)

Dated: December 22, 2015

Laurie Ross (Authorized Signatory)

Dated:



Robert Miller

Dated: December 22, 2015

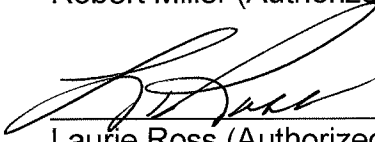
Laurie Ross

Dated:

0987575 B.C. Ltd.

Per:

Robert Miller (Authorized Signatory)

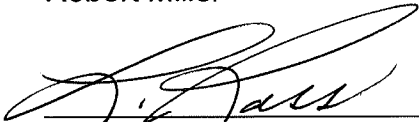


Laurie Ross (Authorized Signatory)

Dated:

Dated: December 22, 2015

Robert Miller



Laurie Ross

Dated:

Dated: December 22, 2015

Algra Bros. Developments (Brixton) Ltd.

Per:



Dave James Algra (Authorized Signatory)

Dated: December 22, 2015



Philip Edward Algra (Authorized Signatory)


Dated: December 22, 2015

Grant Caesar Cho (Authorized Signatory)

Dated:

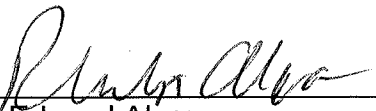
Laurie Ross (Authorized Signatory)

Dated:



Dave James Algra

Dated: December 22, 2015



Philip Edward Algra

Dated: December 22, 2015

Grant Caesar Cho

Dated:

Laurie Ross

Dated:

Algra Bros. Developments (Brixton) Ltd.
Per:

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Dated:

Philip Edward Algra (Authorized Signatory)

Dated:



Grant Caesar Cho (Authorized Signatory)

Dated: *December 22, 2015*

Laurie Ross (Authorized Signatory)


Dated:

Dave James Algra

Dated:

Philip Edward Algra

Dated:



Grant Caesar Cho


Dated: *December 22, 2015*

Laurie Ross

Dated:

Algra Bros. Developments (Brixton) Ltd.

Per:



Dave James Algra (Authorized Signatory)

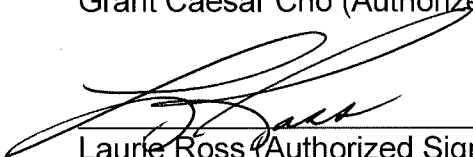
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Philip Edward Algra (Authorized Signatory)

Dated:


Grant Caesar Cho (Authorized Signatory)

Dated:



Laurie Ross (Authorized Signatory)

Dated: December 22, 2015



Dave James Algra

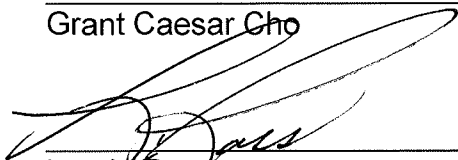
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Philip Edward Algra

Dated:

Grant Caesar Cho

Dated:



Laurie Ross

Dated: December 22, 2015

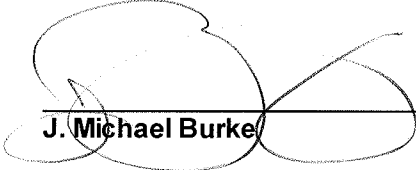
SOLICITOR'S CERTIFICATE

IN THE MATTER of the *Real Estate
Development Marketing Act* and the Disclosure
Statement of **Algra Bros. Developments (Brixton) Ltd.** and
Brixton Joint Venture

For Property legally described as:
City of Chilliwack
PID: 029-275-601
Lot 464 Section 12 Township 23
New Westminster District Plan EPP31454

I, **J. Michael Burke**, Barrister and Solicitor, a member of the Law Society of the Province of British Columbia, having read over the above-described Disclosure Statement dated the 22 day of December, 2015, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in Paragraphs 4.1, 4.2 and 4.3 are correct.

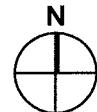
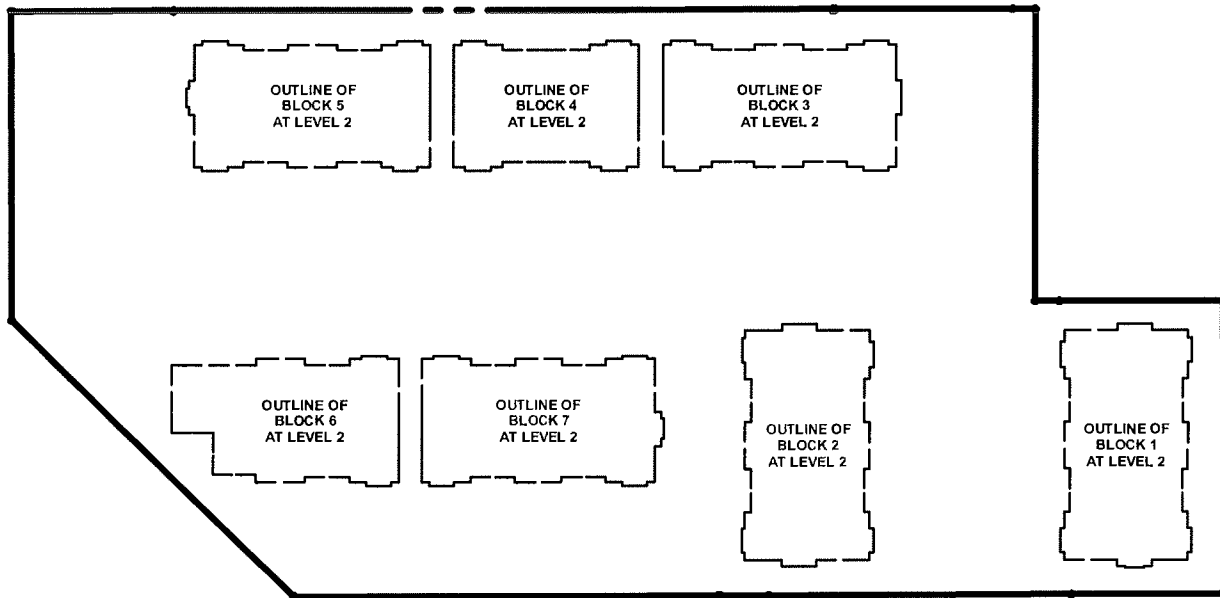
DATED at the City of Abbotsford,
in the Province of British Columbia,
this 22 day of December, 2015.



J. Michael Burke

Exhibit "A"
Proposed Plans

PROPOSED PLAN OF
45462 TAMIHI WAY,
CHILLIWACK, BC



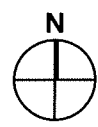
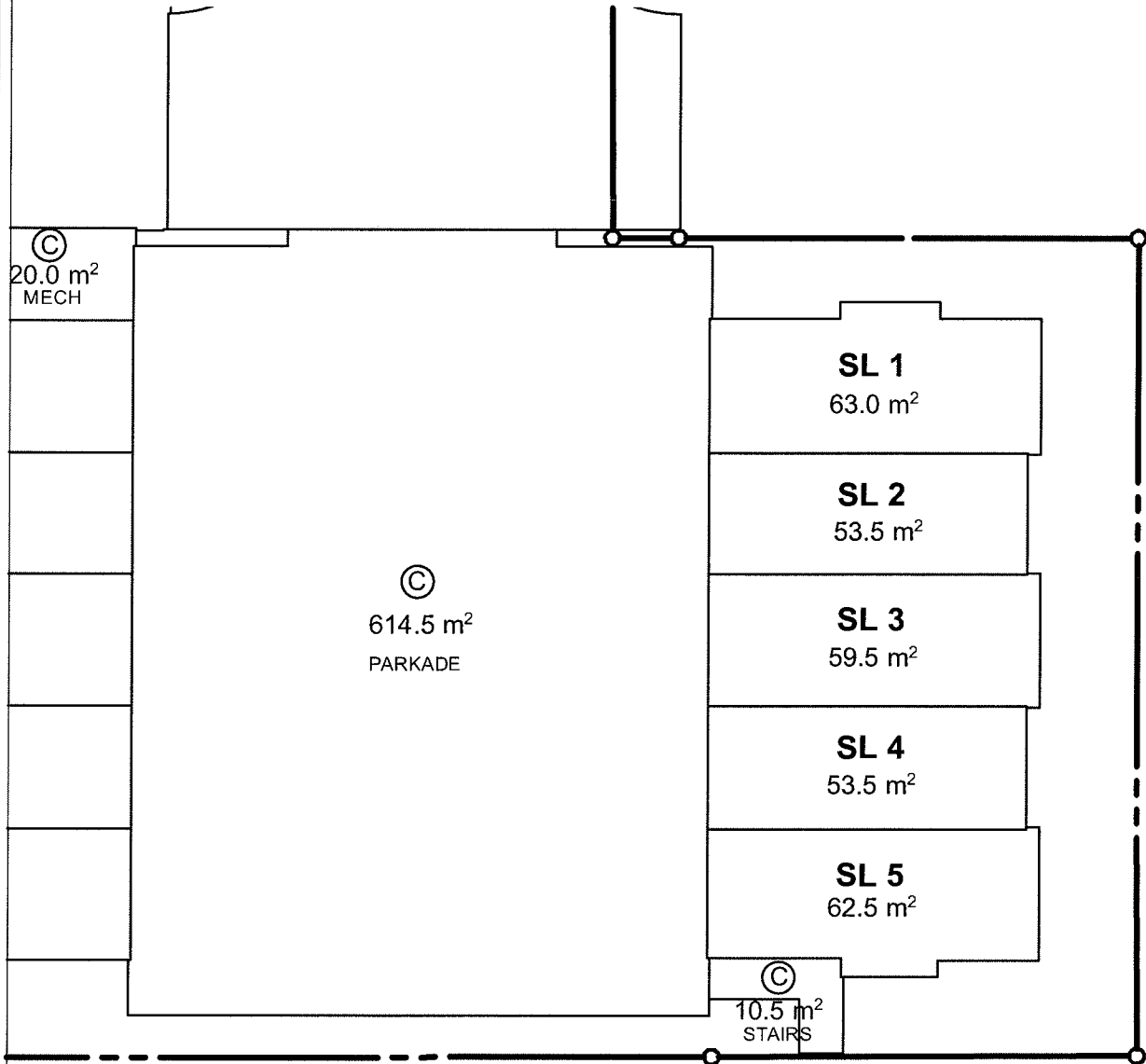
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FLOOR PLANS

BASEMENT & UNDERGROUND
STRATA LOTS 1 - 5

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- ⊙ DENOTES GENERAL COMMON PROPERTY
- Ⓟ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



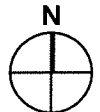
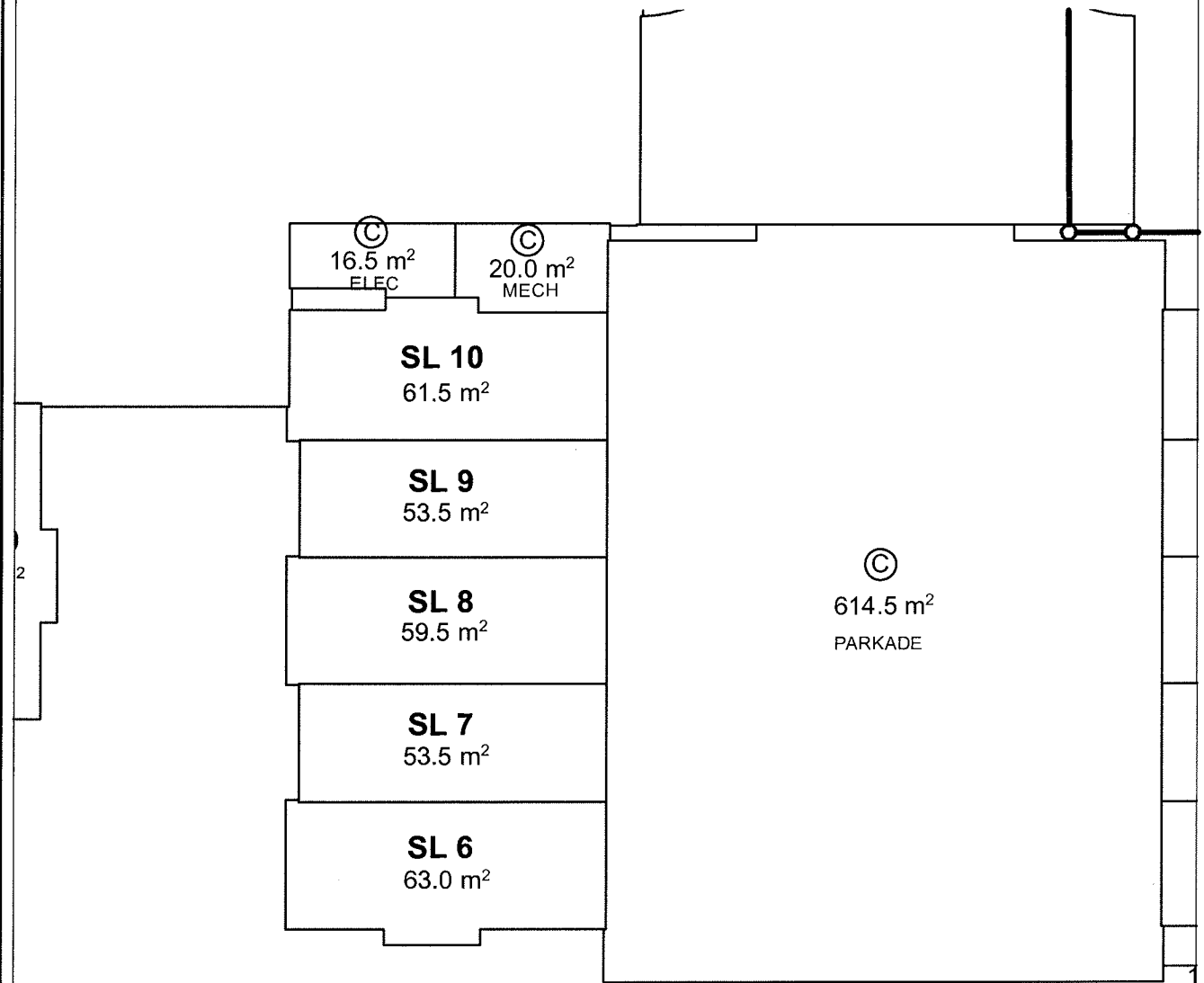
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FLOOR PLANS

BASEMENT & UNDERGROUND STRATA LOTS 6 - 10

LEGEND

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- SL 6 DENOTES STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



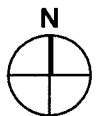
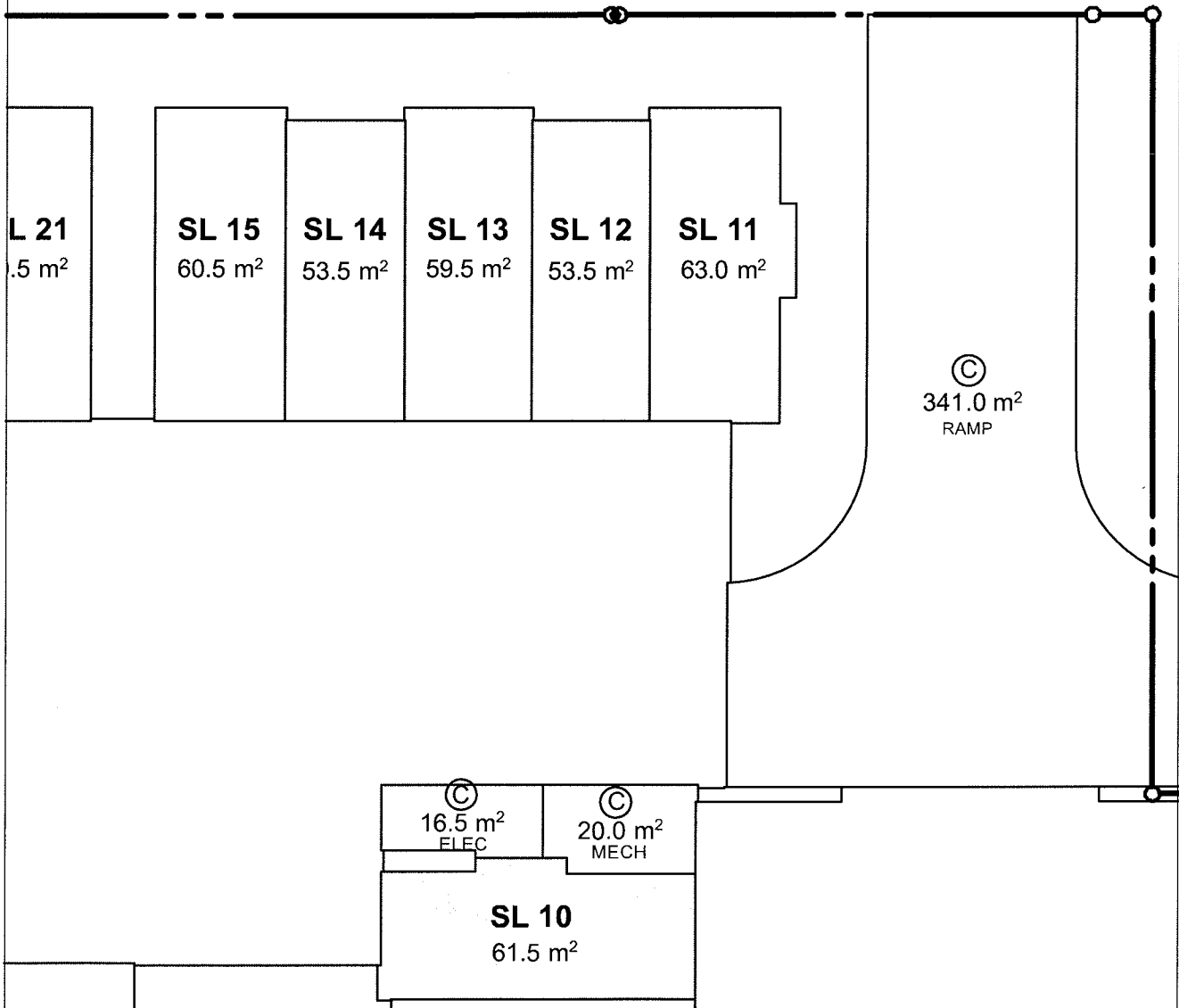
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FLOOR PLANS

BASEMENT & UNDERGROUND
STRATA LOTS 11 - 15

LEGEND

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- SL 6 DENOTES STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- ⊙ DENOTES GENERAL COMMON PROPERTY
- Ⓟ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



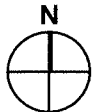
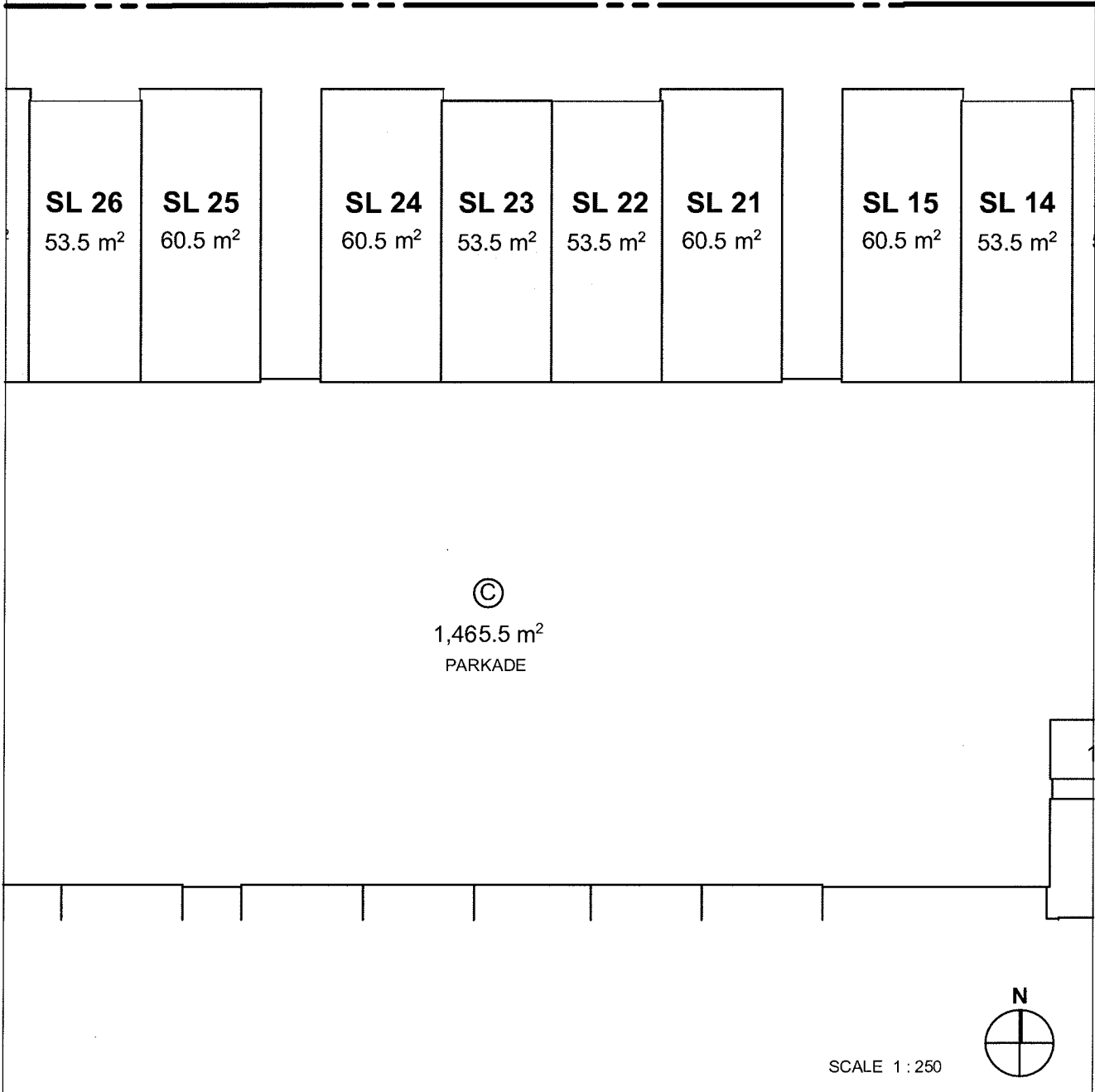
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FLOOR PLANS

BASEMENT & UNDERGROUND
STRATA LOTS 21 - 24

LEGEND

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- SL 6 DENOTES STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



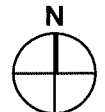
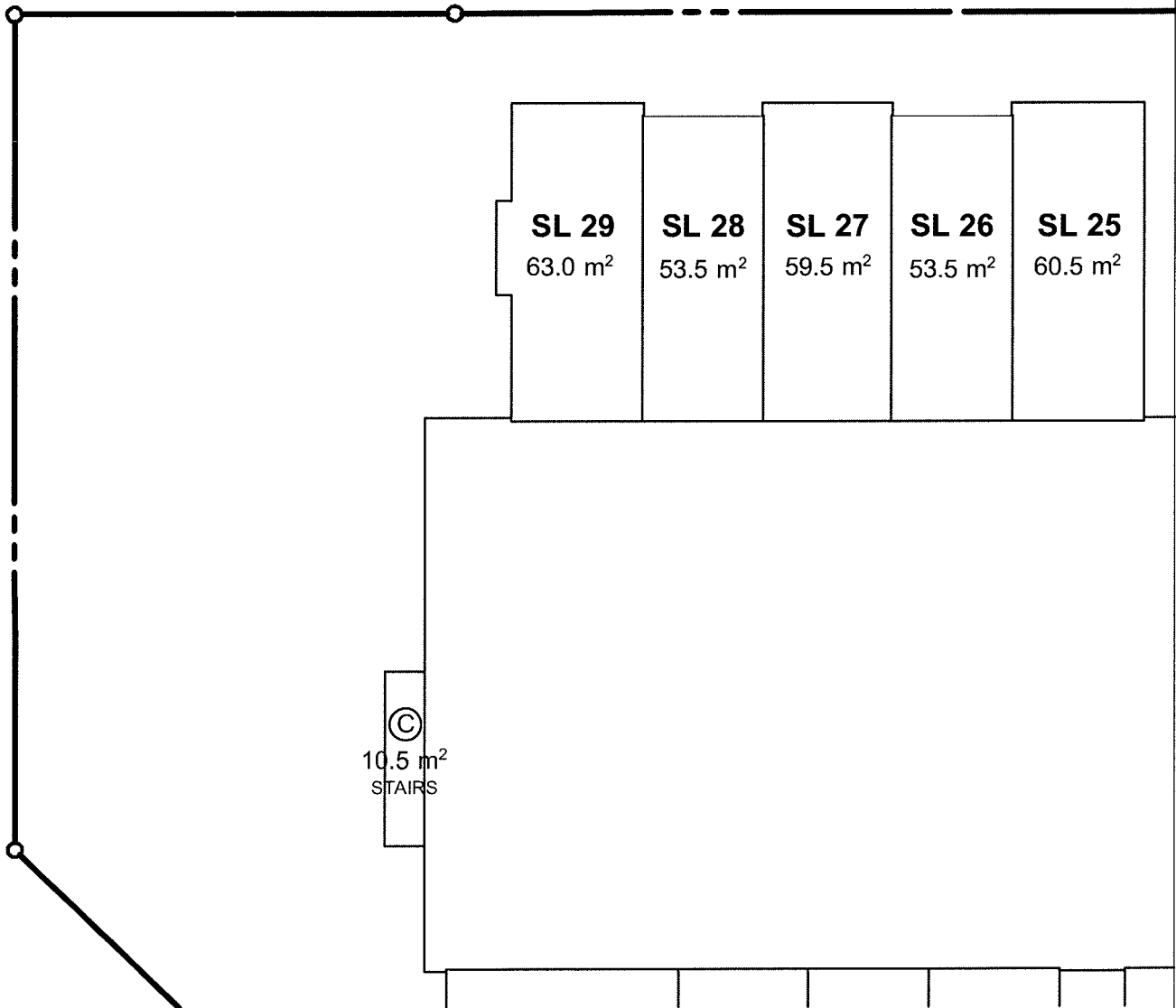
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FLOOR PLANS

BASEMENT & UNDERGROUND
STRATA LOTS 25 - 29

LEGEND

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- SL 6 DENOTES STRATA LOT
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- MECH DENOTES MECHANICAL
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



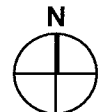
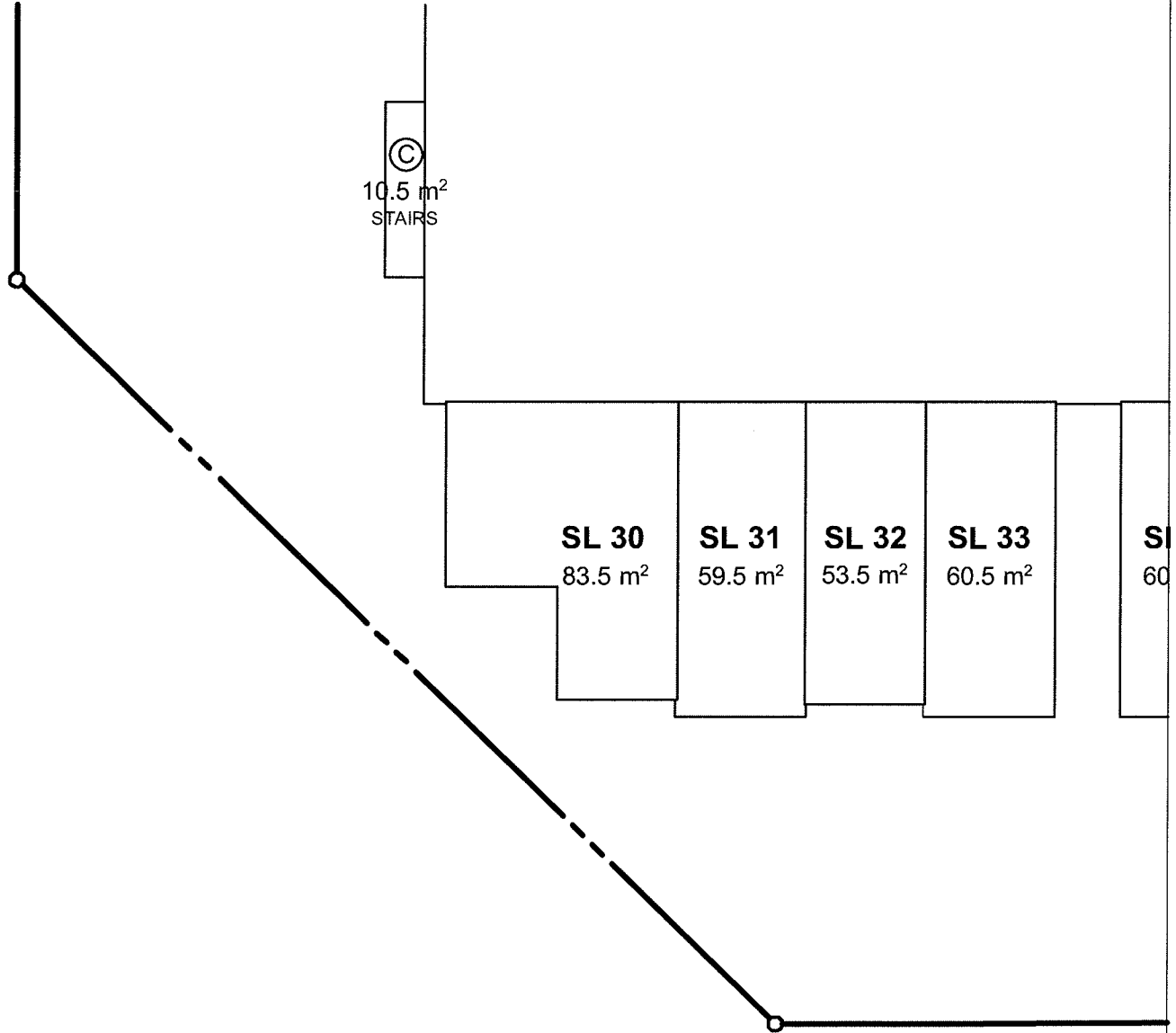
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FLOOR PLANS

BASEMENT & UNDERGROUND
STRATA LOTS 30 - 33

LEGEND

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- SL 6 DENOTES STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- ⊙ DENOTES GENERAL COMMON PROPERTY
- Ⓟ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



SCALE 1 : 250

FLOOR PLANS

BASEMENT & UNDERGROUND
STRATA LOTS 16 - 20

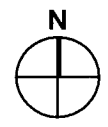
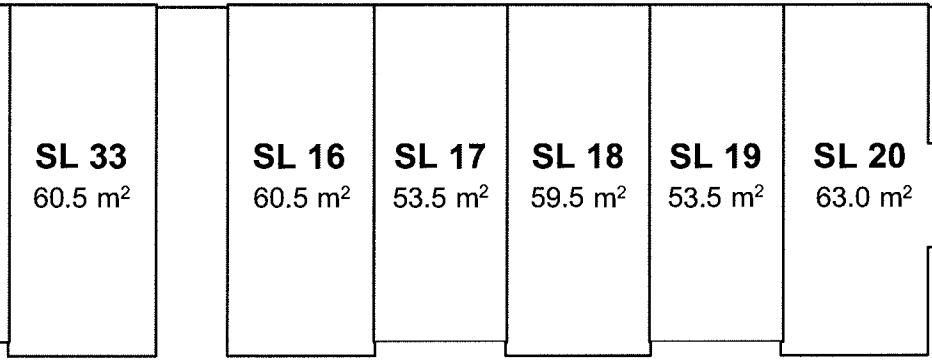
LEGEND

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- SL 6 DENOTES STRATA LOT
- ELEC DENOTES ELECTRICAL
- MECH DENOTES MECHANICAL
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



1,465.5 m²
PARKADE

⊙
16.5
ELE



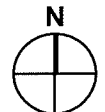
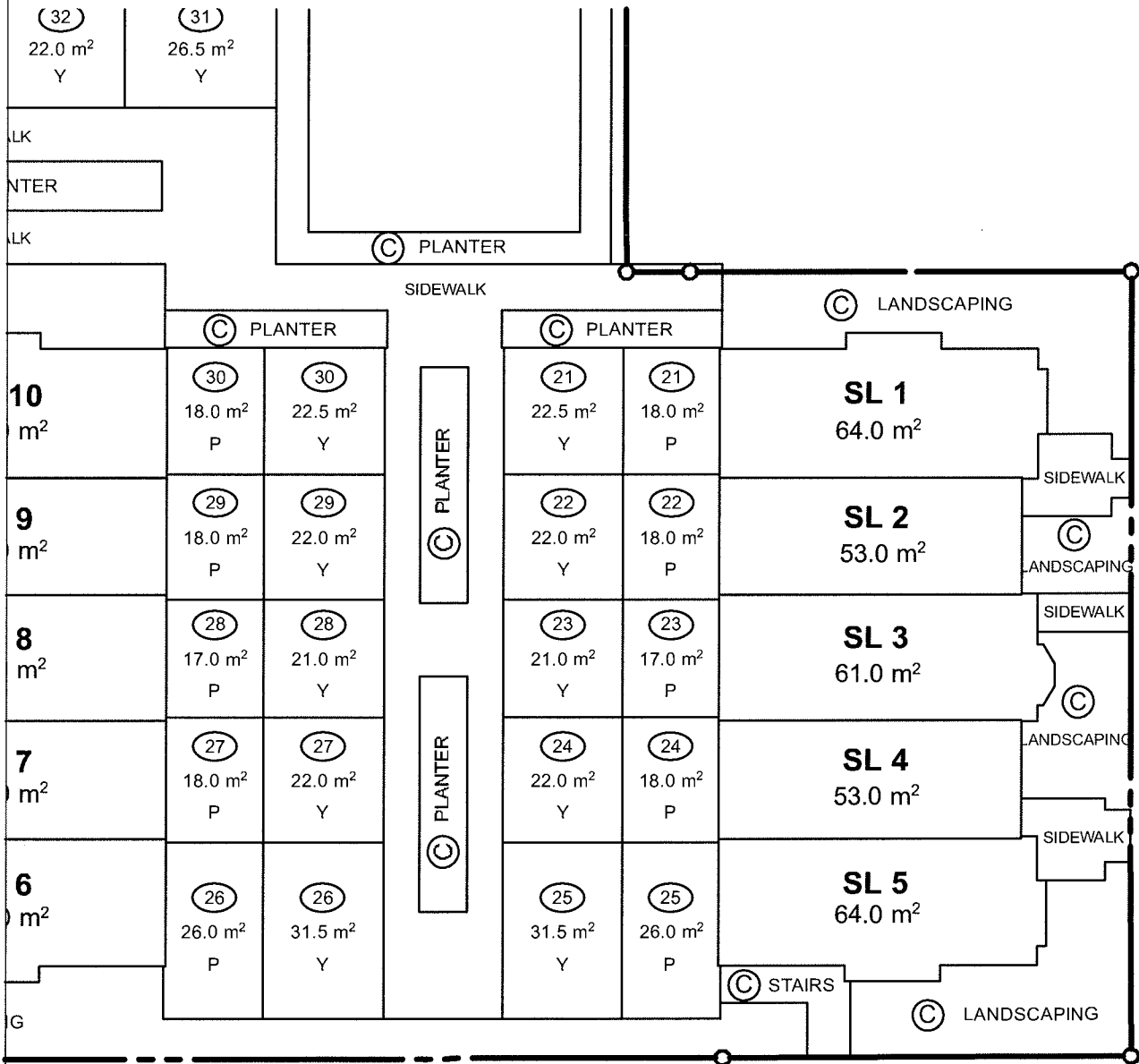
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FLOOR PLANS

MAIN FLOOR
STRATA LOTS 1 - 5

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



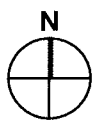
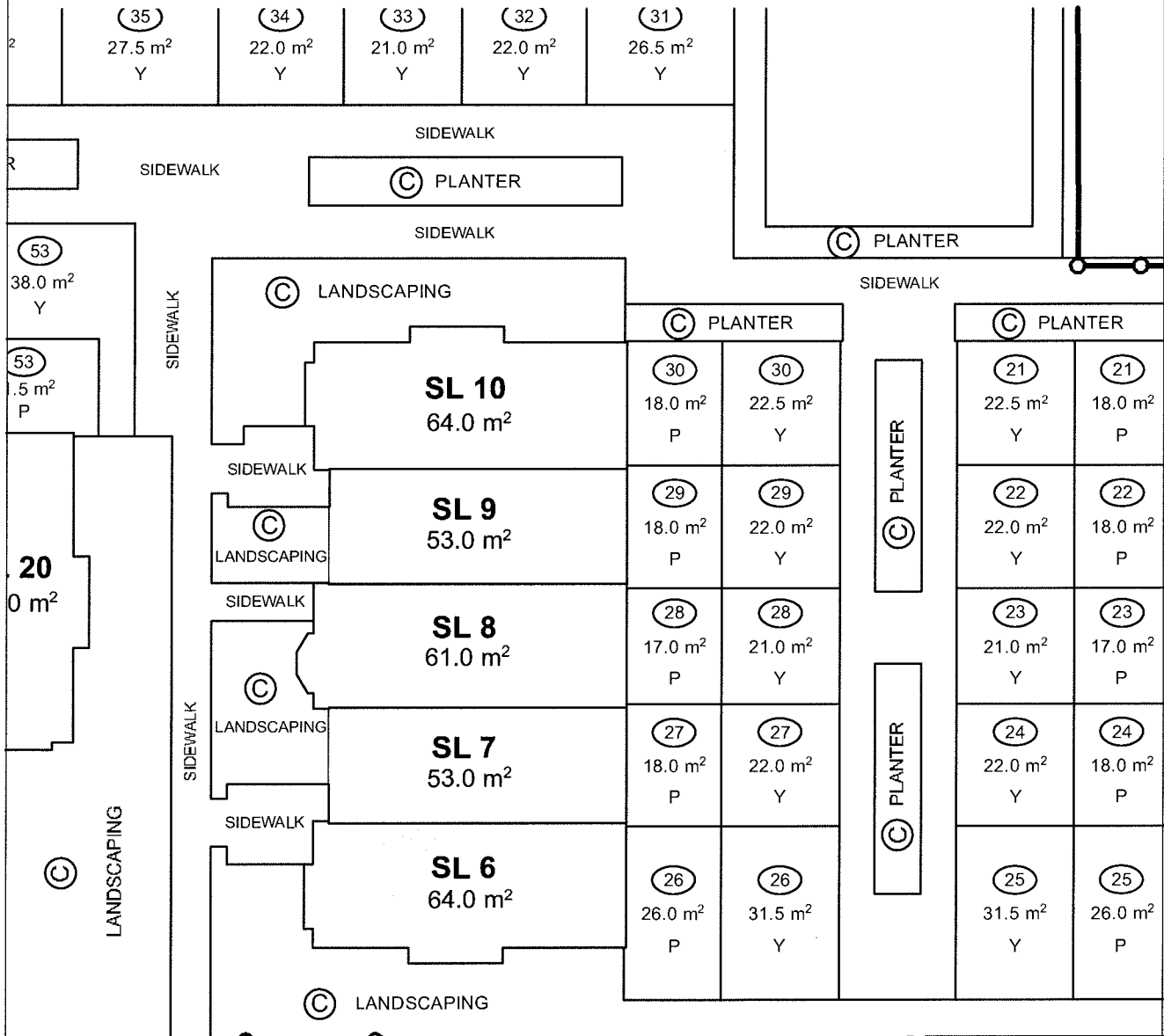
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FLOOR PLANS

MAIN FLOOR
STRATA LOTS 6 - 10

LEGEND

- m² DENOTES SQUARE METRES
- SL 6** DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⊕ DENOTES LIMITED COMMON PROPERTY FOR INDICATED SL



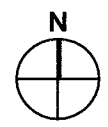
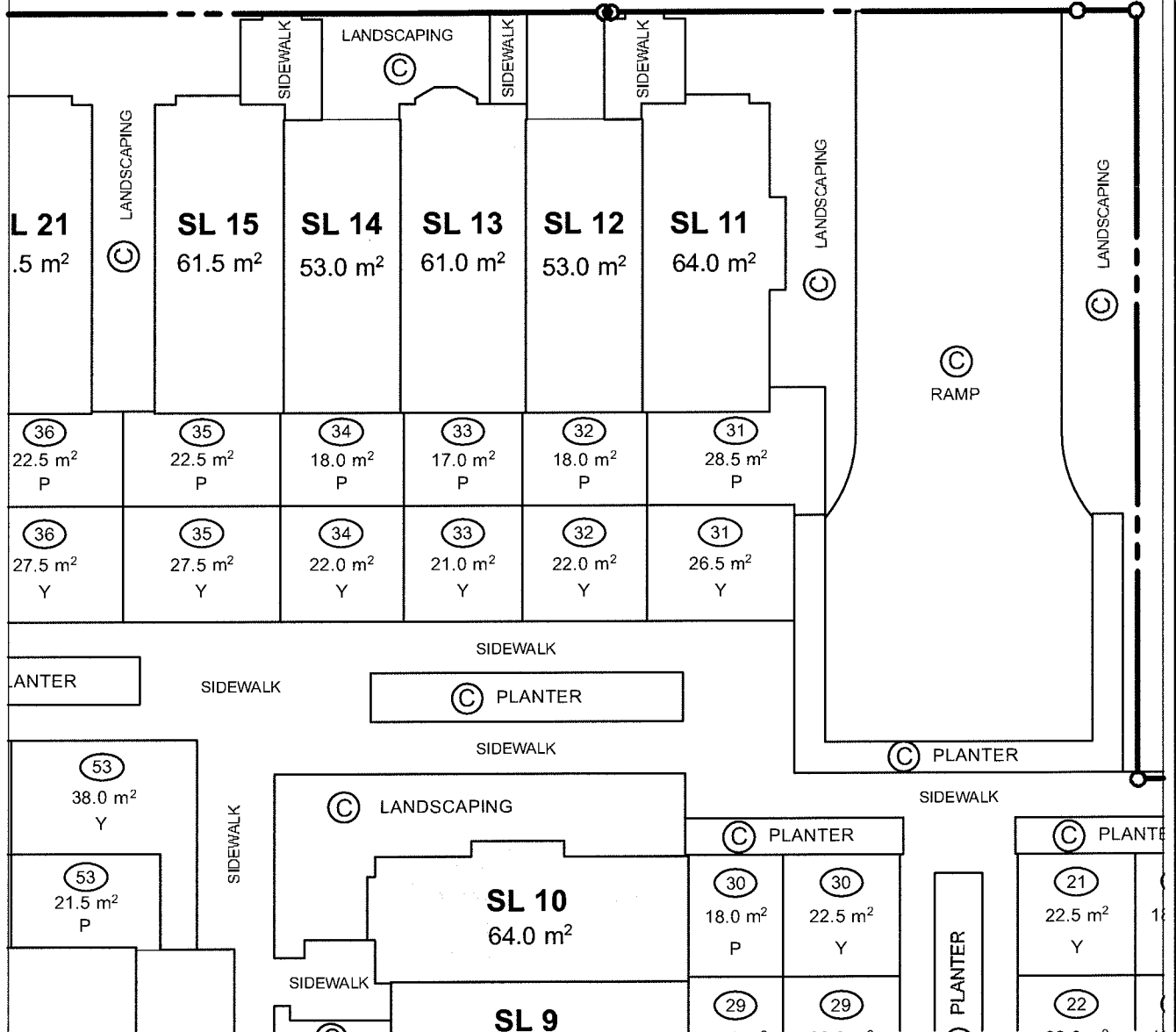
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FLOOR PLANS

MAIN FLOOR
STRATALOTS 11 - 15

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⊕ DENOTES LIMITED COMMON PROPERTY FOR INDICATED SL



SCALE 1 : 250

43

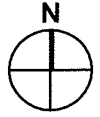
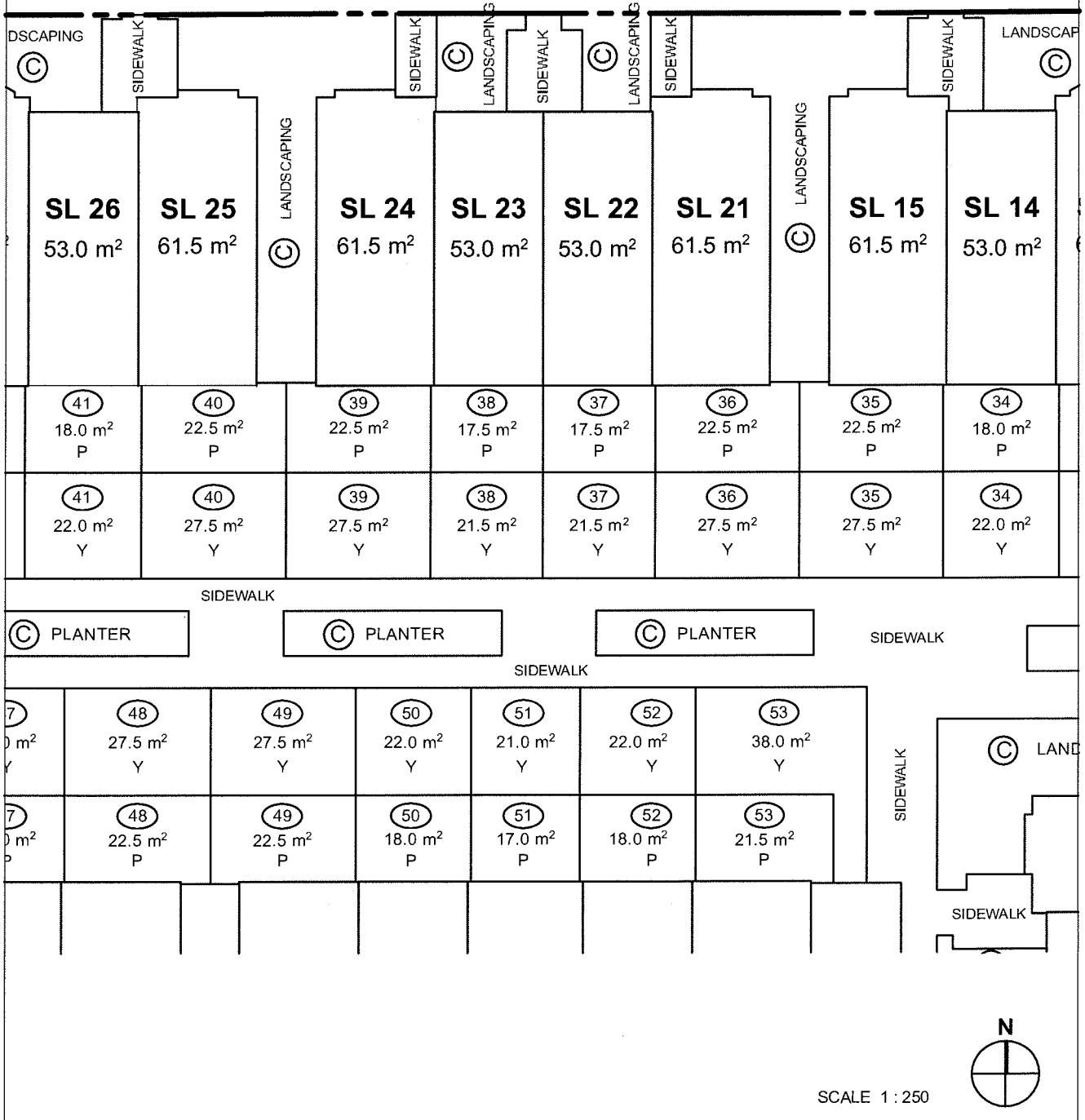
FLOOR PLANS

MAIN FLOOR
STRATA LOTS 21 - 24

SHEET 12 ' 4

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



SCALE 1 : 250

14

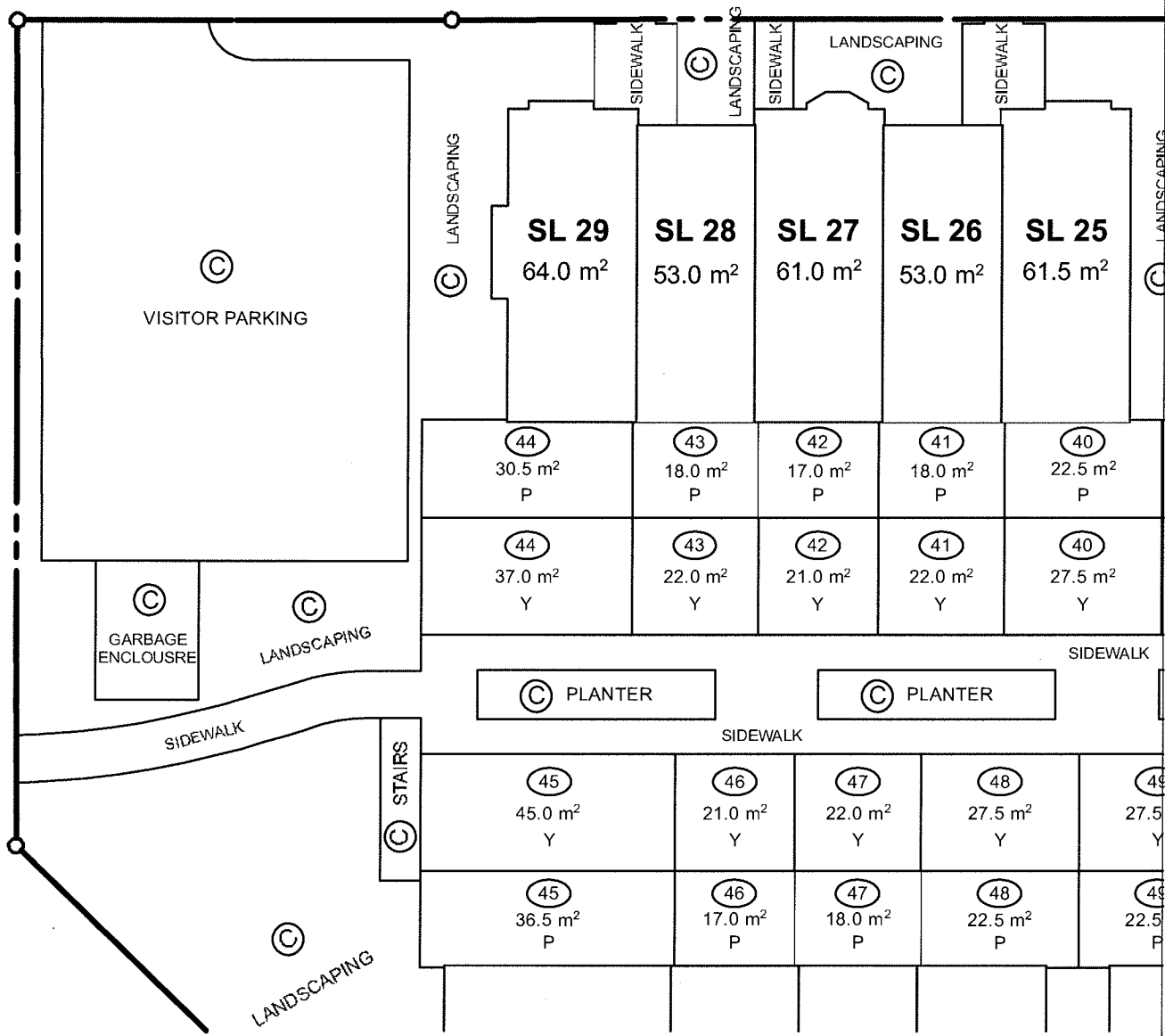
FLOOR PLANS

MAIN FLOOR
STRATA LOTS 25 - 29

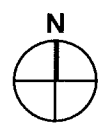
SHEET 13

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



SCALE 1 : 250



45

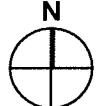
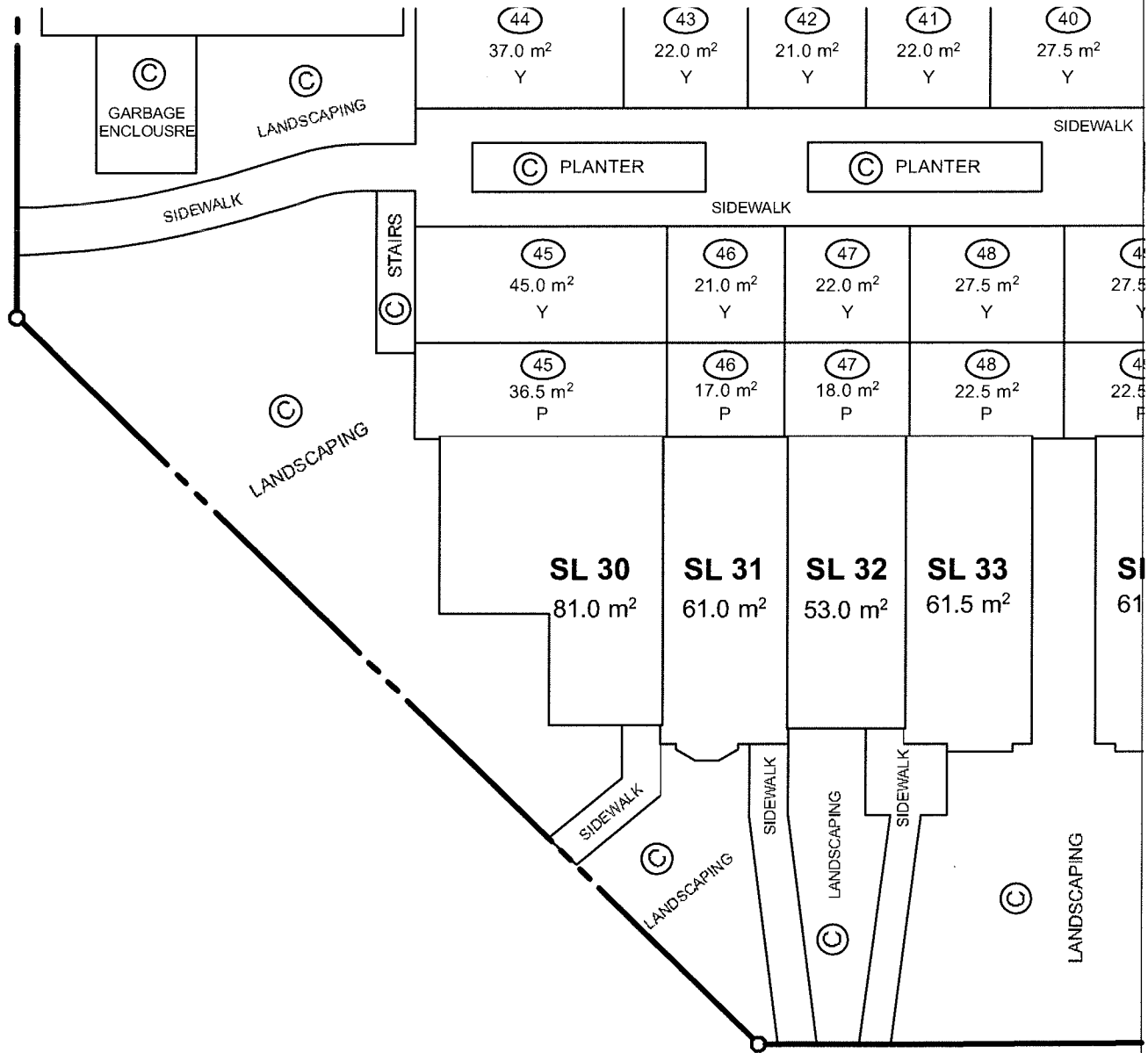
FLOOR PLANS

MAIN FLOOR
STRATA LOTS 30 - 33

SHEET 14

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



SCALE 1 : 250

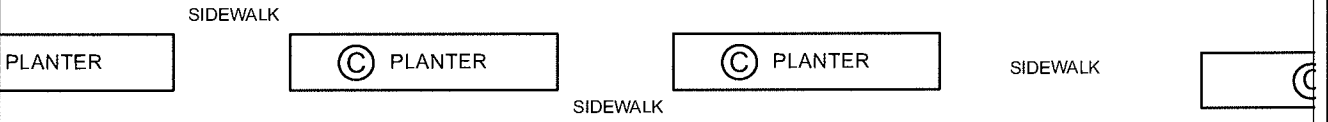
FLOOR PLANS

MAIN FLOOR
STRATA LOTS 16 - 20

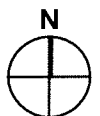
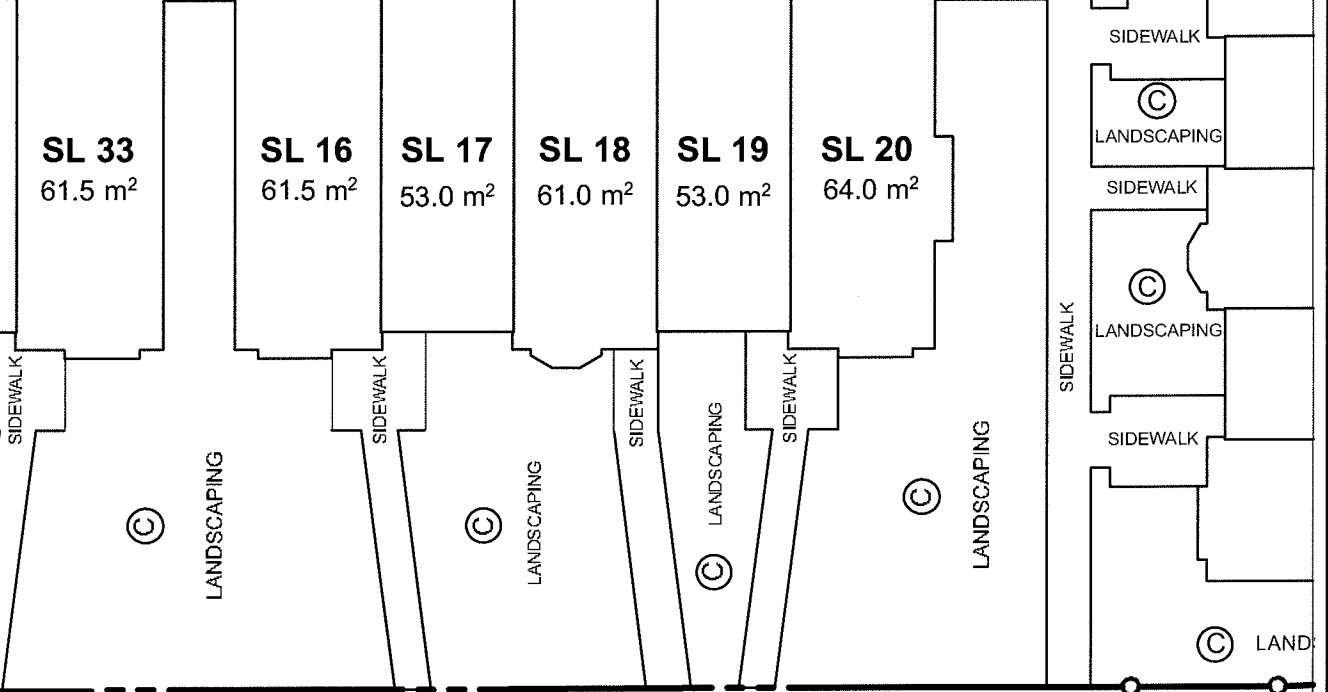
LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⊕ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL

(41) 22.0 m ² Y	(40) 27.5 m ² Y	(39) 27.5 m ² Y	(38) 21.5 m ² Y	(37) 21.5 m ² Y	(36) 27.5 m ² Y	(35) 27.5 m ² Y	(34) 22.0 m ² Y	(33) 21.0 m ² Y
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(48) 27.5 m ² Y	(49) 27.5 m ² Y	(50) 22.0 m ² Y	(51) 21.0 m ² Y	(52) 22.0 m ² Y	(53) 38.0 m ² Y
(48) 22.5 m ² P	(49) 22.5 m ² P	(50) 18.0 m ² P	(51) 17.0 m ² P	(52) 18.0 m ² P	(53) 21.5 m ² P



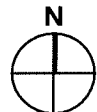
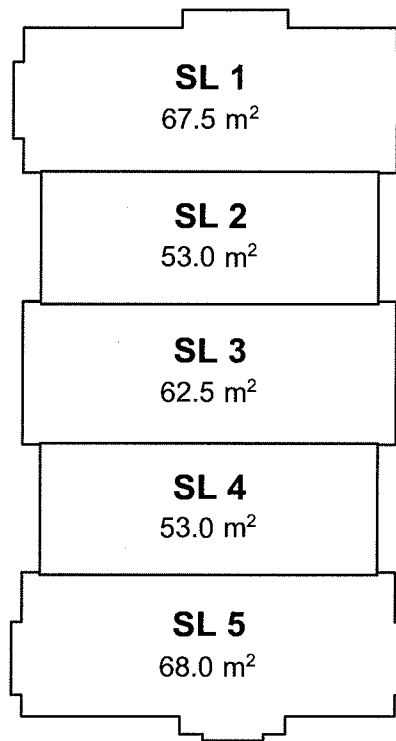
SCALE 1 : 250

FLOOR PLANS

UPPER FLOOR
STRATA LOTS 1 - 5

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



SCALE 1 : 250

40

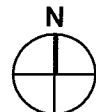
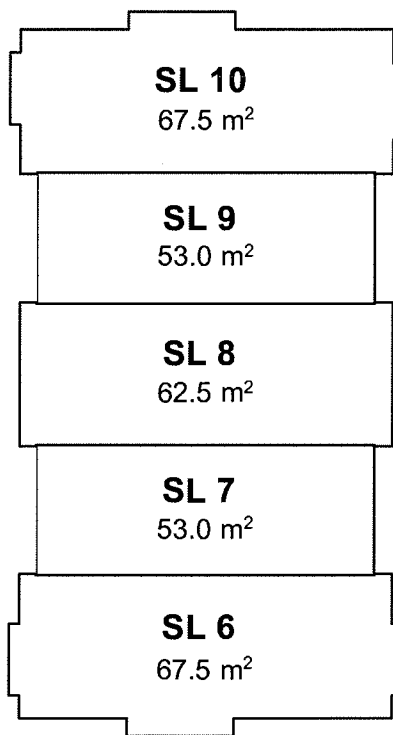
FLOOR PLANS

UPPER FLOOR
STRATA LOTS 6 - 10

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL

SHEET 17



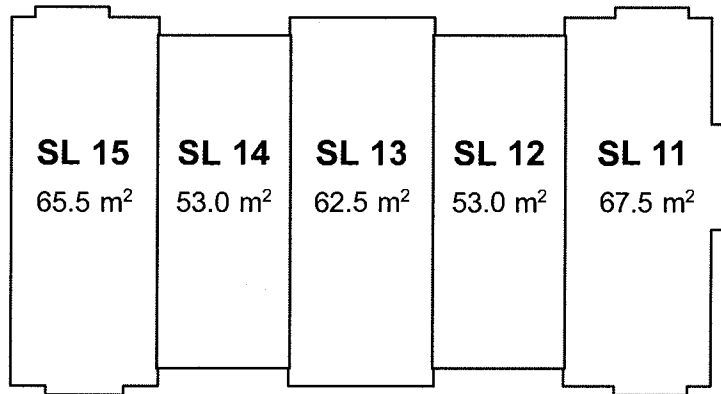
SCALE 1 : 250

FLOOR PLANS

UPPER FLOOR
STRATA LOTS 11 - 15

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



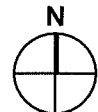
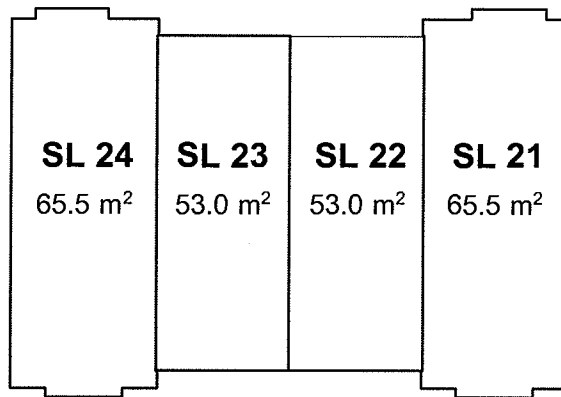
SCALE 1 : 250

FLOOR PLANS

UPPER FLOOR
STRATA LOTS 21 - 24

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
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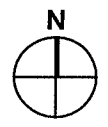
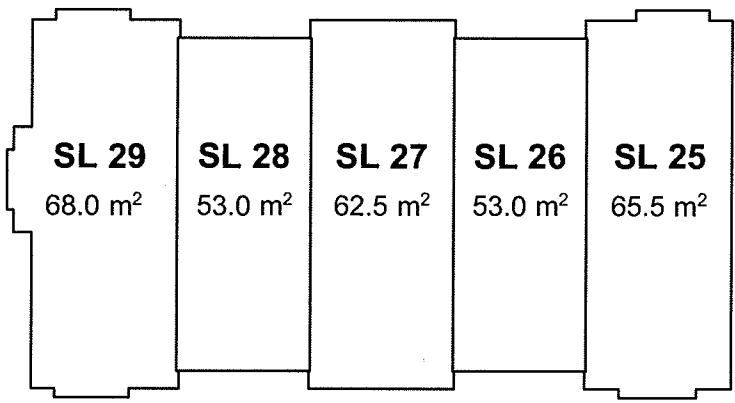
SCALE 1 : 250

FLOOR PLANS

UPPER FLOOR
STRATA LOTS 25 - 29

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



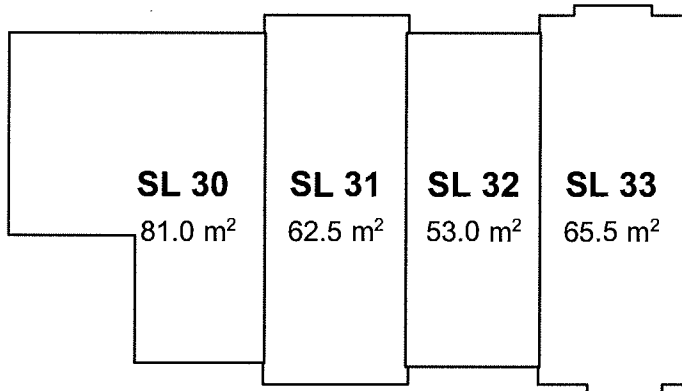
SCALE 1 : 250

FLOOR PLANS

UPPER FLOOR
STRATA LOTS 30 - 33

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- Ⓟ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL



SCALE 1 : 250

53

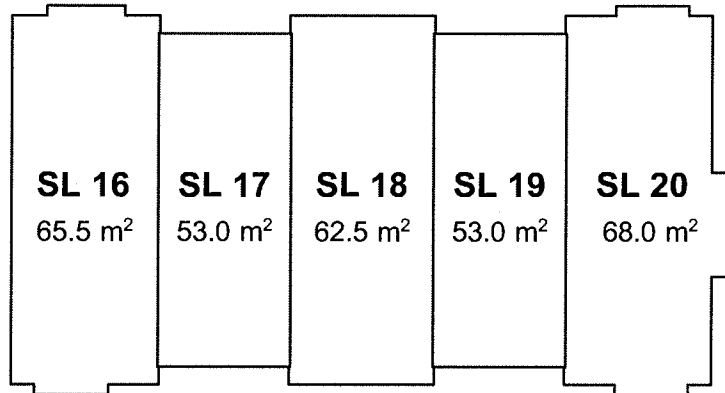
FLOOR PLANS

UPPER FLOOR
STRATA LOTS 16 - 20

LEGEND

- m² DENOTES SQUARE METRES
- SL 6 DENOTES STRATA LOT
- P DENOTES PATIO
- Y DENOTES YARD
- ⊙ DENOTES GENERAL COMMON PROPERTY
- ⑤ DENOTE LIMITED COMMON PROPERTY FOR INDICATED SL

SHEET 22



SCALE 1 : 250

Exhibit "B"
Zoning CD-10 (Comprehensive Development -10) Zone

14.10 CD-10 (COMPREHENSIVE DEVELOPMENT-10) ZONE

(1) *DESCRIPTION*

The CD-10 (COMPREHENSIVE DEVELOPMENT-10) ZONE consists of 62.12 hectares of land on the former Chilliwack Canadian Forces Base, located between Watson Road and Keith Wilson Road west of Vedder Road, where a residential / commercial development plan has been considered and approved by Council.

(2) *PERMITTED USES*

The following USES shall be the only USES permitted in this ZONE.

(a) *ONE FAMILY RESIDENTIAL*

- (i) *Single Family Attached Dwelling*
- (ii) *Single Family Detached Dwelling*

(b) *TWO FAMILY RESIDENTIAL*

- (i) *Duplex*

(c) *ACCESSORY DWELLING UNIT*

- (i) *Secondary Suite (subject to Special Regulation)*
- (ii) *Coach House (subject to Special Regulation)*

(d) *MULTI-FAMILY RESIDENTIAL or CONGREGATE LIVING HOUSING (subject to Special Regulation)*

- (i) *Townhouse*
- (ii) *Apartment Block (subject to Section 5.15 – Adaptable Housing) (AB #3807)*

(e) *GENERAL COMMERCIAL (subject to Special Regulation)*

(f) *PUBLIC or PRIVATE ASSEMBLY (subject to Special Regulation)*

(g) *COMMUNITY RECREATION (subject to Special Regulation)*

(h) *PUBLIC MEDICAL FACILITY (subject to Special Regulation)*

(i) *URBAN ANCILLARY USES (subject to Special Regulation)*

(j) *OFF STREET PARKING*

(k) *ACCESSORY HOME OCCUPATION (AB #4015)*

(l) *WAREHOUSING (subject to Special Regulation)*

(m) *LIGHT MANUFACTURING (subject to Special Regulation)*

(n) *SUPPORTIVE RECOVERY HOME USE (subject to Use Regulations) (AB #3950)*

14.10 CD-10 (COMPREHENSIVE DEVELOPMENT-10) ZONE (continued)

- (3) *LOT SIZE (minimum)*
- (a) *170m² ONE FAMILY RESIDENTIAL (single family attached)*
 - (b) *240m² ONE FAMILY RESIDENTIAL (single family detached)*
 - (c) *480m² TWO FAMILY RESIDENTIAL*
- (4) *LOT DIMENSIONS (minimum)*
- | | <i>WIDTH</i> | <i>DEPTH</i> |
|--|--------------|--------------|
| (a) <i>ONE FAMILY RESIDENTIAL (single family attached)</i> | <i>6m</i> | <i>25m</i> |
| (b) <i>ONE FAMILY RESIDENTIAL (single family detached)</i> | <i>9m</i> | <i>25m</i> |
| (c) <i>ACCESSORY DWELLING UNIT</i> | <i>13m</i> | <i>25m</i> |
| (d) <i>TWO FAMILY RESIDENTIAL</i> | <i>16m</i> | <i>30m</i> |
- (e) *Notwithstanding (c) above, an ACCESSORY DWELLING UNIT may be permitted on lots with a width of 13m at the rear lot line.*
- (5) *DENSITY* *N/A*
- (6) *LOT COVERAGE*
- | | |
|---|------------------------|
| (a) <i>Residential Use (including covered Off-Street Parking)</i> | <i>65%</i> |
| (b) <i>Urban Ancillary Use</i> | |
| (i) <i>in association with a single family attached dwelling</i> | <i>30m²</i> |
| (ii) <i>in association with a single family detached dwelling</i> | <i>60m²</i> |
| (c) <i>General Commercial (covered parking)</i> | <i>90%</i> |
- (7) *FLOOR AREA RATIO (maximum)*
- | | |
|-----------------------------------|------------|
| (a) <i>Single Family/Duplexes</i> | <i>1.0</i> |
| (b) <i>Other Uses</i> | <i>1.2</i> |
- (8) *SETBACKS*
- | | <i>FLL</i> | <i>RLL</i> | <i>ISLL</i> | <i>ESLL</i> |
|--|------------|------------|-------------|-------------|
| (a) <i>Single Family Detached/Duplexes</i> | <i>3.0</i> | <i>6.0</i> | <i>1.2</i> | <i>3.0</i> |
| (i) <i>Attached Garages</i> | <i>6.0</i> | | | |

14.10 CD-10 (COMPREHENSIVE DEVELOPMENT-10) ZONE (continued)

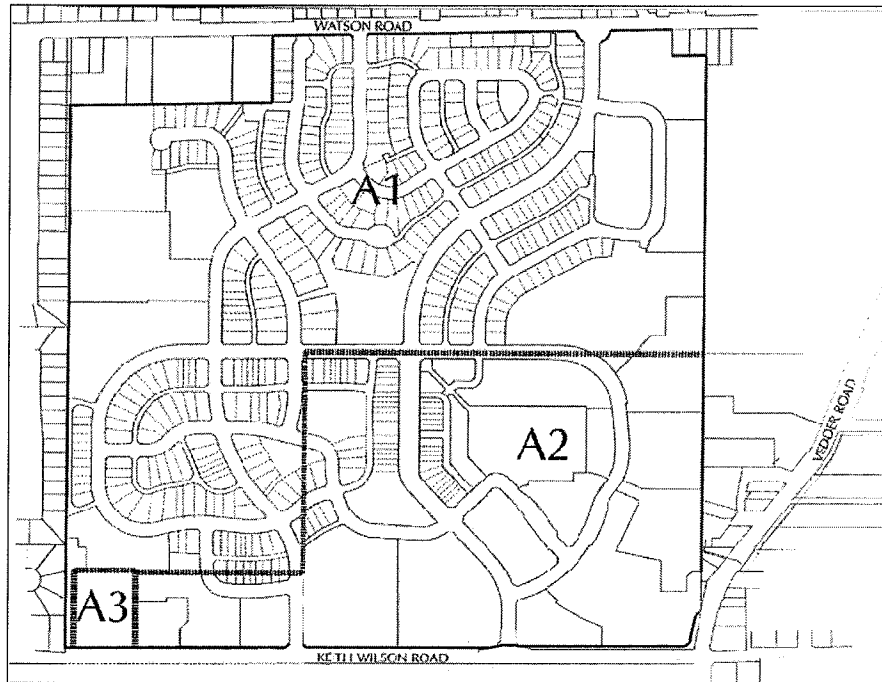
(8) SETBACKS (continued)	FLL	RLL	ISLL	ESLL
(b) <i>Single Family Attached</i> <i>* attached side</i>	3.0	6.0	1.2 0.0* (AB #3765)	3.0
(c) <i>Coach House</i>	6.0	1.2	1.2	3.0
(d) <i>Multi-Family/Congregate Housing</i>	3.0	4.5	4.5	3.0
(e) <i>Urban Ancillary Use</i> <i>(detached garage)</i>	6.0	1.4	1.0*	2.0
(f) <i>*Notwithstanding (e) above, the ISLL setback on one side may be reduced to 0.0 when attached to an Urban Ancillary structure (AB #3765)</i>				
(g) <i>Public Medical Facility</i>	3.0	4.5	4.5	3.0
(h) <i>Notwithstanding (a) above, the minimum rear lot line setback for a property less than 20m in depth shall be 3m.</i>				
(9) SITING				
(a) <i>GENERAL COMMERCIAL, PUBLIC or PRIVATE ASSEMBLY, PRIVATE CARE FACILITY, PUBLIC MEDICAL FACILITY and COMMUNITY RECREATION shall be located in Area A2.</i>				
(b) <i>Secondary Suites are not permitted on lots with carriage houses.</i>				
(c) <i>Where more than one dwelling unit is located on a single parcel, a minimum 9m separation is required when the dwelling units are located face-to-face or rear yard to rear yard. A minimum 3m separation is required when the dwelling units are located side-by-side.</i>				
(10) BUILDING HEIGHT				
(a) <i>ONE FAMILY RESIDENTIAL</i>	11.0m			
(b) <i>TWO FAMILY (Duplex)</i>	11.0m			
(c) <i>MULTI-FAMILY RESIDENTIAL</i>				
(i) <i>Townhouses</i>	13.0m			
(ii) <i>Apartment Block</i>	15.0m			
(d) <i>URBAN ANCILLARY</i>				
(i) <i>detached garage</i>	4.5m			
(e) <i>ACCESSORY DWELLING UNIT</i>				
(i) <i>Coach House</i>	8.0m			

14.10 CD-10 (COMPREHENSIVE DEVELOPMENT-10) ZONE (continued)

- (11) *OFF STREET PARKING (minimum)*
- (a) *Shall be developed in accordance with the requirements of Section 5.13 of this BYLAW*
 - (b) *Shall provide at least the following minimum number of spaces:*
 - (i) *2 spaces per single family or townhouse dwelling unit*
 - (ii) *1.5 spaces per apartment dwelling unit*
 - (iii) *1 space per Accessory Dwelling Unit*
 - (iv) *0.50 spaces per congregate living unit*
- (12) *OFF STREET LOADING*
- (a) *Shall be developed in accordance with the requirements of Section 5.12 of this BYLAW*
 - (b) *Shall provide at least the following minimum number of spaces:*
 - (i) *1 spaces per 2500m² gross floor area Commercial or Warehousing*
- (13) *AMENITY AREA* (N/A)
- (14) *FENCING, SCREENING & LANDSCAPING*
- (a) *Fencing, screening, and landscaping shall be provided in accordance with the requirements of Section 5.05 of this BYLAW.*
- (15) *SIGNS*
- (a) *Shall be developed in accordance with the City of Chilliwack Sign Bylaw, in force from time to time*
- (16) *SPECIAL REGULATIONS*
- (a) *All USES shall be in conformity with agreements with the City pertaining to the CD-10 Zone.*
 - (b) *Unless specified elsewhere within the CD-10 Zone,*
 - (i) *Where MULTI-FAMILY RESIDENTIAL & CONGREGATE LIVING HOUSING are permitted they shall meet the standards of the R5 Zone;*
 - (ii) *Where GENERAL COMMERCIAL USE is permitted it shall meet the standards of the C2 Zone;*
 - (iii) *Where PUBLIC OR PRIVATE ASSEMBLY, or COMMUNITY RECREATION are permitted it shall meet the standards of the P1 Zone;*
 - (iv) *Where COMMUNITY CARE FACILITY OR PUBLIC MEDICAL FACILITY is permitted it shall meet the standards of the P2 Zone.*

14.10 CD-10 (COMPREHENSIVE DEVELOPMENT-10) ZONE (continued)

- (v) *Where WAREHOUSING or LIGHT MANUFACTURING is permitted, it shall meet the standards of the M1 Zone.*
- (c) *CD – 10 ZONE: Garrison Crossing Parcels.*



- (d) *ONE FAMILY RESIDENTIAL*
 - (i) *The 25m minimum lot depth is reduced to 19m with respect to 45508 and 45512 Watson Road, and proposed Lots 69, 70, 71 and 72.*
 - (ii) *No more than six (6) Single family attached dwelling units shall be attached in one row housing building.*
- (e) *ACCESSORY DWELLING UNITS:*
 - (i) *Coach Houses shall be located in the rear yard with lane access and shall have a minimum habitable area of 36m². The third floor shall be built within the roofline.*
- (f) *URBAN ANCILLARY USES, except in association with ONE FAMILY RESIDENTIAL USE, shall be limited to:*
 - (i) *Gardening and recreational activities.*
 - (ii) *Household storage and maintenance.*
 - (iii) *The keeping of household pets in accordance with the current zoning bylaw standards.*

14.10 CD-10 (COMPREHENSIVE DEVELOPMENT-10) ZONE (continued)

- (iv) *The off-street parking of licensed motor vehicles in association with the RESIDENTIAL USE.*
- (v) *The parking of no more than one (1) unlicensed motor vehicle if contained within an enclosed building with continuous view obstructing walls and doorways.*
- (vi) *Subject to (v) above the repair or restoration of motor vehicles owned by a resident of the property.*
- (g) *WAREHOUSING and LIGHT MANUFACTURING shall only be permitted within Area A3. (AB #4015)*
- (h) *GENERAL COMMERCIAL USE shall:*
 - (i) *Specifically exclude a night club, neighborhood pub or other beverage room.*
 - (ii) *Specifically exclude an Adult Entertainment Facility within 1 km of any school (as regulated by the Business License Bylaw, in force from time to time).*
 - (iii) *Allow one only liquor store, not to exceed a floor area of 370m², and to be located within Parcel A2, subject to Provincial licensing.”*

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Exhibit "C"
Form P Phased Strata Plan Declaration

Strata Property Act

FORM P PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

I, David Algra, one of the directors of **Algra Bros. Developments (Brixton) Ltd.** (Incorporation No. 0977204) (hereinafter called the "Company") of 5848 Sappers Way, Chilliwack, B.C., V2R 0G7 hereby declare:

- 1 That the Company intends to create a strata plan by way of phased development of the following land which the Company owns:

PID: 029-275-601

Lot 464 Section 12 Township 23 New Westminster District Plan EPP31454

- 2 That the plan of development is as follows:

(a) The development comprises of three (3) phases each to be filed consecutively starting with Phase 1. There are no common facilities included within the development.

(b) A sketch plan is attached hereto and shows:

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

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

Phase	Estimated Beginning of Construction	Estimated Completion Date of Construction
Phase 1	December 1, 2015	July 3, 2016
Phase 2	April 1, 2016	December 1, 2016
Phase 3	August 1, 2016	May 1, 2017

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

Phase	Total Unit Entitlement of Phase
Phase 1	1,739
Phase 2	1,729
Phase 3	2,317
Total Unit Entitlement of Completed Development:	5,785

(e) The development will consist of 33 units as follows:

Phase	General Type of Residence	Total Units
Phase 1 (Buildings 1 & 2)	2-storey plus basement townhouse buildings with underground parking	10 units
Phase 2 (Buildings 3 & 7)	2-storey plus basement townhouse buildings with underground parking	10 units
Phase 3 (Buildings 4, 5 & 6)	2-storey plus basement townhouse buildings with underground parking	13 units

3. The Company shall elect to proceed with each phase on or by the following dates:

Phase	Date
Phase 1	January 1, 2017
Phase 2	June 1, 2017
Phase 3	November 1, 2017

Algra Bros. Developments (Brixton) Ltd.

Per:

Signature of Applicant



DAVID ALGRA

Date of approval:

Dec 18/15

Signature of Approving Officer

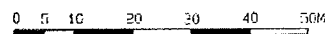
City of Chilliwack



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SKETCH PLAN TO ACCOMPANY FORM P SHOWING PHASES OF STRATA DEVELOPMENT ON LOT 464 SECTION 12 TOWNSHIP 23 NEW WESTMINSTER DISTRICT PLAN EPP31454.

SCALE: 1:750 (METRIC)



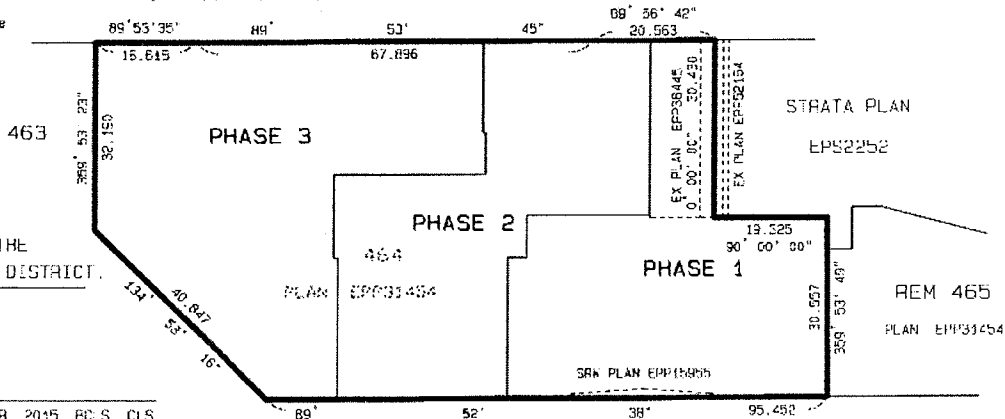
ALL DISTANCES ARE IN METRES AND ARE HORIZONTAL GROUND

BCGS 92H.011

LEGEND:

Bearings are astronomic, and are derived from Plan EPP31454.

T A M I H I W A Y



CITY OF CHILLIWACK

THIS PLAN LIES WITHIN THE FRASER VALLEY REGIONAL DISTRICT.

DATED THIS 20TH DAY OF NOVEMBER, 2015 B.C.L.S. C.L.S.

TUNBRIDGE & TUNBRIDGE
BRITISH COLUMBIA LAND SURVEYORS
CANADA LANDS SURVEYORS
6 7965 VENTURE PLACE, CHILLIWACK, B.C.
PHONE: 604-792-1264 MITCH@TUNBRIDGE.CA

FILE: 08PHAS CD 14

463
PLAN EPP15943

SECTION 12
TOWNSHIP 23

ASTRONOMIC NMR-H

Exhibit "D"
Proposed Form V Schedules of Unit Entitlement

bb

STRATA PROPERTY ACT
Form V
SCHEDULE OF UNIT ENTITLEMENT

(Section 245 (a), 246, 264)

Re: Being a Strata Plan of part of Lot 464,
Section 12, Township 23, NWD Plan EPP31454

PID: 029-275-601

Phase 1 EPS

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

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

Certificate of British Columbia Land Surveyor

I, K. Mitchell Power, a British Columbia Land Surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date:

K. Mitchell Power, BCLS, CLS

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 the Superintendent of Real Estate

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Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	% * of Total Unit Entitlement **
1		188.1	188	
2		157.1	157	
3		179.9	180	
4		157.1	157	
5		188.0	188	
6		188.1	188	
7		157.1	157	
8		179.9	180	
9		157.1	157	
10		186.9	187	
Total Number of lots (Phase 1): 10		Total Unit Entitlement for Phase 1:	1739	

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

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

Date: _____

Signature of Owner Developer

STRATA PROPERTY ACT
Form V
SCHEDULE OF UNIT ENTITLEMENT

(Section 245 (a), 246, 264)

Re: Being a Strata Plan of part of Lot 464, except Phase 1
Section 12, Township 23, NWD Plan EPP31454

PID: 029-275-601

Phase 2 EPS

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

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

Certificate of British Columbia Land Surveyor

I, K. Mitchell Power, a British Columbia Land Surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date:

K. Mitchell Power, BCLS, CLS

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 the Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m²	Unit Entitlement	% * of Total Unit Entitlement **
11		188.3	188	
12		157.0	157	
13		179.9	180	
14		157.1	157	
15		181.8	182	
16		181.8	182	
17		157.1	157	
18		179.9	180	
19		157.1	157	
20		188.5	189	
Total Number of lots (Phase 2): 10		Total Unit Entitlement for Phase 2:	1729	

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

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

Date: _____

Signature of Owner Developer

STRATA PROPERTY ACT
Form V
SCHEDULE OF UNIT ENTITLEMENT

(Section 245 (a), 246, 264)

Re: Being a Strata Plan of part of Lot 464, except Phases 1 and 2
Section 12, Township 23, NWD Plan EPP31454

PID: 029-275-601

Phase 3 EPS

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

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

Certificate of British Columbia Land Surveyor

I, K. Mitchell Power, a British Columbia Land Surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date:

K. Mitchell Power, BCLS, CLS

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 the Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	% * of Total Unit Entitlement **
21		181.8	182	
22		157.1	157	
23		157.1	157	
24		181.8	182	
25		181.7	182	
26		156.8	157	
27		179.8	180	
28		157.0	157	
29		188.4	188	
30		255.8	256	
31		179.9	180	
32		157.1	157	
33		181.8	182	
Total Number of lots (Phase 3): 13		Total Unit Entitlement for Phase 3:	2317	

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

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

Date: _____

Signature of Owner Developer

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Exhibit "E"
Proposed Bylaw Changes

Strata Property Act

FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

(Section 245(d); Regulations section 14.6(2))

Re: Strata Plan EPS3352 being a strata plan of PID: 029-275-601 Lot 464 Section 12 Township 23 New Westminster District Plan EPP31454

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, permitted by section 120 of the Act:

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 may 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, 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) **up to 4 pets consisting of not more than two dogs or not more than three cats over the age of 6 months;**
- (5) **Pet owners are responsible for immediate removal of all pet waste which is left anywhere on the common property or public sidewalks or boulevards adjoining the property.**
- (6) **Owners are responsible for any damages caused by their pets or the pets of their tenants or guests.**

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
- (e) **an owner must pay all costs associated with repair and replacement of the astro-turf within their limited common property yard with the exception of a strata-wide replacement wherein the strata corporation is then responsible; however should an owner damage their astro-turf and not repair or replace the damaged portion within 90 days of the occurring damage, the strata corporation may replace said damage at the owners cost.**

Miscellaneous Rules

- 31 (1) **An owner shall not install any heating, ventilation or air conditioning devices (“hvac”) in any window of any strata lot and such hvac must be installed in an area predetermined by the developer. An owner must have the hvac unit and all associated piping and wiring be similar in size to hvac units already installed by the developer. An owner must have the hvac unit installed by a certified professional.**

Date: _____, 2015

Signature of Owner Developer ~ Dave Algra

Exhibit "F"
Proposed Budget

BUDGET 12/2015

PREPARED FOR:

Brixton Station
Parcel 3
Chilliwack, BC

PREPARED BY:

Teamwork Property Management Ltd.
#105 - 34143 Marshall Road
Abbotsford, BC V2S 1L8
Tel: (604) 854-1734

Algra Brothers / Developer

	1st Phase SL 1-10	2nd Phase SL 1-20	3rd Phase SL 1-33
INCOME			
Strata Fees	<u>24,214.44</u>	<u>48,428.88</u>	<u>79,907.65</u>
TOTAL INCOME	24,214.44	48,428.88	79,907.65
GENERAL EXPENSES			
Insurance	7,800.00	15,600.00	25,740.00
Insurance Appraisal	75.76	151.52	250.00
Administration	151.52	303.03	500.00
Management	1,814.40	3,628.80	5,987.52
Bank Charges	30.30	60.61	100.00
Professional / Legal	301.52	603.03	995.00
Warranty Inspection	<u>606.06</u>	<u>1,212.12</u>	<u>2,000.00</u>
TOTAL GENERAL EXPENSES	10,779.55	21,559.10	35,572.52
BUILDING EXPENSES			
Fire Protection	500.00	1,000.00	1,650.00
Repairs & Maintenance	1,303.03	2,606.06	4,300.00
Landscaping	4,800.00	9,600.00	15,840.00
Hydro - Electricity	375.76	751.52	1,240.00
Water	4,000.00	8,000.00	13,200.00
Refuse Removal	939.39	1,878.79	3,100.00
Snow Removal	<u>363.64</u>	<u>727.27</u>	<u>1,200.00</u>
TOTAL BUILDING EXPENSES	12,281.82	24,563.64	40,530.00
Contingency Reserve Fund	<u>1,153.07</u>	<u>2,306.14</u>	<u>3,805.13</u>
TOTAL EXPENSES	24,214.44	48,428.88	79,907.65
NET INCOME	0.00	0.00	0.00

**Brixton Station - Parcel 3
Strata Fees Schedule**

Operating Fund:	\$76,102.52
Contingency Fund:	\$3,805.13
Strata Fees Total:	\$79,907.65

S.L.#	Unit	Unit Ent	Operating Fund	Contingency Fund	Total Strata Fees
1	21	188	206.10	10.30	216.40
2	22	157	172.11	8.61	180.72
3	23	180	197.33	9.86	207.19
4	24	157	172.11	8.61	180.72
5	25	188	206.10	10.30	216.40
6	26	188	206.10	10.30	216.40
7	27	157	172.11	8.61	180.72
8	28	180	197.33	9.86	207.19
9	29	157	172.11	8.61	180.72
10	30	187	205.00	10.25	215.25
11	31	188	206.10	10.30	216.40
12	32	157	172.11	8.61	180.72
13	33	180	197.33	9.86	207.19
14	34	157	172.11	8.61	180.72
15	35	182	199.52	9.98	209.50
16	49	182	199.52	9.98	209.50
17	50	157	172.11	8.61	180.72
18	51	180	197.33	9.86	207.19
19	52	157	172.11	8.61	180.72
20	53	189	207.19	10.36	217.55
21	36	182	199.52	9.98	209.50
22	37	157	172.11	8.61	180.72
23	38	157	172.11	8.61	180.72
24	39	182	199.52	9.98	209.50
25	40	182	199.52	9.98	209.50
26	41	157	172.11	8.61	180.72
27	42	180	197.33	9.86	207.19
28	43	157	172.11	8.61	180.72
29	44	188	206.10	10.30	216.40
30	45	256	280.64	14.04	294.68
31	46	180	197.33	9.86	207.19
32	47	157	172.11	8.61	180.72
33	48	182	199.52	9.98	209.50
		5785	6,341.86	317.11	6,658.97

Total Unit Entitlement	5,785
Total Monthly Fees	\$6,658.97
Total Annual Fees	\$79,907.65

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Exhibit "G"
Rental Disclosure Statement

Strata Property Act
Form J
(am. B.C. Reg 312/2009, s.8.)
RENTAL DISCLOSURE STATEMENT
(Section 139)

Re: PID: 029-275-601 Lot 464 Section 12 Township 23 New Westminster District Plan EPP31454

This Rental Disclosure Statement is:

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

1. The development described above includes 33 residential strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

Description of Strata Lot	Date Rental Period Expires

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

3. In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 33 residential strata lots, as described below, until the date set out opposite each strata lot's description.

Description of Strata Lot	Date Rental Period Expires
Strata Lot 1	December 1, 2115
Strata Lot 2	December 1, 2115
Strata Lot 3	December 1, 2115
Strata Lot 4	December 1, 2115
Strata Lot 5	December 1, 2115

Strata Lot 6	December 1, 2115
Strata Lot 7	December 1, 2115
Strata Lot 8	December 1, 2115
Strata Lot 9	December 1, 2115
Strata Lot 10	December 1, 2115
Strata Lot 11	December 1, 2115
Strata Lot 12	December 1, 2115
Strata Lot 13	December 1, 2115
Strata Lot 14	December 1, 2115
Strata Lot 15	December 1, 2115
Strata Lot 16	December 1, 2115
Strata Lot 17	December 1, 2115
Strata Lot 18	December 1, 2115
Strata Lot 19	December 1, 2115
Strata Lot 20	December 1, 2115
Strata Lot 21	December 1, 2115
Strata Lot 22	December 1, 2115
Strata Lot 23	December 1, 2115
Strata Lot 24	December 1, 2115
Strata Lot 25	December 1, 2115
Strata Lot 26	December 1, 2115
Strata Lot 27	December 1, 2115
Strata Lot 28	December 1, 2115
Strata Lot 29	December 1, 2115
Strata Lot 30	December 1, 2115
Strata Lot 31	December 1, 2115
Strata Lot 32	December 1, 2115
Strata Lot 33	December 1, 2115

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

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

Date:

December 22 / 15


Signature of Owner Developer

Exhibit "H"
Proposed Contract of Purchase and Sale

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CHILLIWACK AND DISTRICT
REAL ESTATE BOARD



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Sutton Showplace Realty (2015) DATE: _____
 ADDRESS: _____ PC: _____ PHONE: _____
 PREPARED BY: Shantell Owens MLS® NO: _____

SELLER: <u>Algra Bros Developments (Brixton) Ltd</u>	BUYER: _____
SELLER: _____	BUYER: _____
ADDRESS: <u>5848 Sappers Way, Chilliwack BC V2R 0G7</u>	ADDRESS: _____
_____ PC: _____	_____ PC: _____
PHONE: <u>604-798-6169</u>	PHONE: _____
RESIDENT OF CANADA <input checked="" type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION: _____
as defined under the <i>Income Tax Act</i> .	

PROPERTY:

- 45462 Tamih Way

UNIT NO.	ADDRESS OF PROPERTY
<u>Chilliwack</u>	<u>V2S 1E3</u>
CITY/TOWN/MUNICIPALITY	POSTAL CODE

Pending

PID	OTHER PID(S)
-----	--------------

Strata Lot ____ Section 12 Township 23 New Westminster District Strata Plan EPS 3352

LEGAL DESCRIPTION

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

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

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

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

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INITIALS

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

DEPOSITS: The Buyer will pay a non-refundable deposit equal to \$ _____ (the "Deposit") upon removing all subject clauses of this Contract.

The Deposit will be paid by way of certified cheque or bank draft. The Buyer will pay the Deposit to the law firm of Rosborough & Company (the "Seller's Solicitor"), in trust, and the Deposit will be held in accordance with the Real Estate Development Marketing Act (British Columbia) pending the completion of the transaction. The Deposit will be dealt with by the Seller's Solicitor as follows:

- (a) when received, the Deposit will be deposited into a non-interest bearing trust account;
- (b) if the Buyer completes the purchase of the Property on the terms and conditions of this Contract, then the Deposit will be applied to the Purchase Price and be paid to the Seller;
- (c) if the Buyer fails to complete the purchase of the Property through no fault of the Seller, or if the Buyer fails to pay the Deposit, or any portion thereof, when due, then the Seller may, at the Seller's option, terminate this Contract, in which case the Buyer absolutely forfeits the Deposit to the Seller and the Buyer and the Seller hereby irrevocably authorize and instruct the Seller's Solicitor to release the Deposit from trust and pay it to the Seller; and
- (d) if the Seller fails to complete the sale of the Property through no fault of the Buyer, then the Deposit will be paid to the Buyer and the Buyer will have no further claims against the Seller.

The payment of any funds to the Seller pursuant to this Section 2 will not be deemed to be all inclusive liquidated damages, and will not preclude any further claims or remedies by the Seller against the Buyer.

**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 Occupancy Certificate or other satisfactory to the Buyer that construction is finished.

**The Buyer and an authorized representative of the Seller will jointly conduct a walk-through inspection of the property no later than 4 days before the Completion Date. The Parties will, immediately after completion of the walk-through inspection, complete a deficiency list 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. Both parties will sign, date and retain a copy of the Deficiency List. The quality of work and materials used to correct the deficiencies will be equal to or better than that of the Algra Bros showhome on Tamihī Way. In the event that the deficiencies are not rectified 1 day prior to the Completion Date, the Buyer's conveyancer will hold back from the sale proceeds the amount specified for any uncorrected deficiency until all the deficiencies specified on the Deficiency List are completed, and will place this hold back in the Buyer's conveyancer's trust account.

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 **REDMA.**

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 Seller agrees that if the conveyance of the Property has completed and any of the deficiencies have not been corrected, the Buyer's conveyancer will retain the specified hold back until the Seller corrects the deficiencies, which shall not be later than 120 days after the Completion Date. The Seller agrees that if the deficiencies have not been corrected by the later date, the Buyer's conveyancer may release the balance of the hold back to the Buyer and the Buyer may correct the deficiencies himself/herself.

**Any dispute concerning the identification and pricing of deficiencies, the rectification of the deficiencies, and release of the holdback will be settled by: "arbitration under the British Columbia Commercial Arbitration Act" at the expense of (the Buyer, the Seller, or both).

**The Seller reserves the right to extend the completion, possession, and adjustment dates up to 180 days if deemed necessary by the Seller to complete and receive an occupancy permit for the home. The Seller is required to give at least 60 days notice to the Buyer before the completion date, should the Seller be required to extend the completion, possession, and adjustment dates.

**The Buyer acknowledges and accepts that on Completion the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 (TITLE) of this contract: 1.any non-financial charge, and 2.any financial charge payable to a utility on its right of way restrictive covenant, easement or other interest set out in the copy of the title search results that is attached to and forms part of this contract

**The Seller represents and warrants that the Seller is duly licensed pursuant to the Homeowner Protection Act and that the mandatory warranty insurance pursuant to that Act is in place. It is a fundamental term of this contract that the mandatory warranty insurance coverage required pursuant to the Homeowner Protection Act be provided.

**Value Added Taxes - The Purchase Price does not include any value added taxes, including, without limitation, GST, HST or Transition Tax (collectively "VAT"). The Buyer will pay all VAT payable in respect of the purchase in addition to the Purchase Price. The Seller agrees to credit to the Buyer the full amount of any VAT New Housing Rebate (the "Rebate") available under the Excise Tax Act or similar legislation provided that the Buyer: (a) qualifies for the Rebate; and (b) provides to the Seller before the Completion Date, an executed copy of a prescribed VAT New Housing Rebate Application form for purposes of claiming the Rebate and assigning it to the Seller as well as any other documentation reasonably required by the Seller in connection with the assignment and claim. Notwithstanding the foregoing, the Seller reserves the right to refuse to credit all or any portion of the Rebate claimed by the Buyer if the Seller has reason to believe that the Buyer is not entitled to the Rebate or that the Rebate amount claimed by the Buyer exceeds the Rebate to which the Buyer is entitled. By delivering an executed copy of a prescribed VAT New Housing Rebate Application form to the Seller, the Buyer warrants that the Buyer is eligible for the Rebate. If the Seller credits the Buyer with the amount of the Rebate and the Canada Revenue Agency disallows all or any part of the Rebate, the Buyer will, upon receiving a written demand from the Seller, reimburse such disallowed amounts to the Seller together with any interest, penalty or other amount payable by the Seller as a result of such disallowance.

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 *REDMA*.

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INITIALS

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PROPERTY ADDRESS

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

Lien Holdback - The Buyer will holdback from the sale proceeds, as a builders lien hold-back under the Builders Lien Act, an amount equal to 7% of the net purchase price for 55 days after the date the occupancy certificate is issued for the home. The Sellers solicitor will place the hold-back in an interest-bearing trust account with interest accruing to the benefit of the Seller. The Buyer acknowledges having received and having had an opportunity to read the developer's Disclosure Statement.

(Policy Statement 6): Pursuant to Policy Statement 6 (Adequate Arrangements - Utilities and Services) issued by the Superintendent of Real Estate, a developer may file a Disclosure Statement and market strata lots prior to obtaining a satisfactory financing commitment, provided that an amendment to the Disclosure Statement disclosing the particulars of a satisfactory financing commitment is filed with the superintendent within nine (9) months from the developer filing the original Disclosure Statement and subject to the following conditions:

(a) If an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment is not received by the Buyer within 12 months after the initial Disclosure Statement was filed, the Buyer may at his or her option cancel this Contract at any time after the end of that 12 month period until the required amendment is received by the Buyer;

(b) The amount of the deposit to be paid by a Buyer who has not yet received an amendment to the Disclosure Statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and

(c) All deposits paid by a Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer.

(Policy Statement 5): Pursuant to Policy Statement 5 (Early Marketing - Development Approval) issued by the Superintendent of Real Estate, a developer may file a disclosure statement and market strata lots prior to obtaining a building permit, provided that an amendment to the disclosure statement disclosing the particulars of the issued building permit is filed with the superintendent within nine (9) months from the developer filing the original disclosure statement and subject to the following conditions:

(a) The Buyer may cancel this Contract for a period of seven days after receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

(b) If an amendment to the Disclosure Statement that sets out particulars of an issued building permit is not received by the Buyer within 12 months after the initial Disclosure Statement was filed, the Buyer may at his or her option cancel this Contract at any time after the end of that 12 month period until the required amendment is received by the Buyer, at which time the Buyer may cancel this Contract for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

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 **REDMA**.

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INITIALS

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PROPERTY ADDRESS

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

(c) The amount of the deposit to be paid by a Buyer who has not yet received an amendment to the Disclosure Statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and

(d) All deposits paid by a Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer.

1. Subject to the Buyer receiving and approving independent legal advice regarding this contract on or before _____ . This subject is for the sole benefit of the Buyer.

2. Subject to the Buyer receiving Value Added Tax advice in regards to this transaction on or before _____ . This subject is for the sole benefit of the Buyer.

3. Subject to the Buyer receiving and approving a specification book for the construction of the home to be built on or before _____ . This subject is for the sole benefit of the Buyer.

4. Subject to the Buyer having received approval and being satisfied with financing for the subject property at suitable rates and terms on or before _____ . This condition is for the sole benefit of the Buyer.

5. Subject to the Buyer receiving and approving a list of extras and all costs associated with them on or before _____ . 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 *REDMA* t.

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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 _____ 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:
See Spec Book

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 New 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, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller in accordance with REDMA _____, on account of damages, without prejudice to the Seller's other remedies.

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INITIALS

PROPERTY ADDRESS

- 13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service[®], the real estate board that operates the Multiple Listing Service[®], of personal information about the Buyer and the Seller:
 - A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service[®], for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service[®] and other real estate boards of any statistics including historical Multiple Listing Service[®] data for use by persons authorized to use the Multiple Listing Service[®] of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR[®]*.
- 20. **ASSIGNMENT:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

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INITIALS

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

A. the Seller has an agency relationship with

_____ who is licensed in relation to _____
DESIGNATED AGENT/LICENSEE BROKERAGE

B. the Buyer has an agency relationship with

_____ who is licensed in relation to _____
DESIGNATED AGENT/LICENSEE BROKERAGE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

Shantell Owens
DESIGNATED AGENT/LICENSEE

who is/are licensed in relation to Sutton Showplace Realty (2015)
BROKERAGE

having signed a Limited Dual Agency Agreement dated _____


If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.


22. **ACCEPTANCE IRREVOCABLE** (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

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

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


X _____  _____
WITNESS BUYER PRINT NAME

X _____  _____
WITNESS BUYER PRINT NAME

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

Seller's acceptance is dated _____, yr. _____

X _____  Algra Bros Developments (Brixt
WITNESS SELLER PRINT NAME

X _____  _____
WITNESS SELLER PRINT NAME

*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 services they provide (MLS®).

Exhibit "I"
Easement (shared ramp access)

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LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Jun-05-2015 11:26:51.003

CA4446669 CA4446671

PAGE 1 OF 8 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Kamaljit Singh
Grewal
HEX79D

Digitally signed by Kamaljit Singh
Grewal HEX79D
DN: c=CA, cn=Kamaljit Singh Grewal
HEX79D, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=HEX79D
Date: 2015.06.05 11:22:35 -0700

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

Allison Oswald, Legal Assistant
Rosborough & Company, Barristers & Solicitors
33832 South Fraser Way
Abbotsford BC V2S 2C5
Document Fees: \$234.30

LTO Client No. 010429
Phone: (604) 859-7171
File No. A13-2465 Algra Bros. Developments (Brixton) Ltd.
Shared Access Easement (Brixton 2/Brixton 3)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

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

SEE SCHEDULE

7. ADDITIONAL OR MODIFIED TERMS:

nil

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Conrad Warkentin
Barrister & Solicitor
33832 South Fraser Way
Abbotsford, B.C.
V2S 2C5

Execution Date

Y	M	D
15	6	1

Transferor(s) Signature(s)

ALGRA BROS. DEVELOPMENTS
(BRIXTON) LTD. by its authorized
signatory(ies):

Dave Algra

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

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LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Cynthia Clair

Y	M	D
15	6	3

Commissioner for Taking Affidavits in BC

6470, 201 Street

Langley, B.C.

V2Y 2X4

FIRST WEST CREDIT UNION by its
authorized signatory(ies):

James Hill

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

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LAND TITLE ACT
FORM E

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**029-275-601 LOT 464 SECTION 12 TOWNSHIP 23 NEW WESTMINSTER DISTRICT PLAN
EPP31454**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**029-275-610 LOT 465 SECTION 12 TOWNSHIP 23 NEW WESTMINSTER DISTRICT PLAN
EPP31454**

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

LAND TITLE ACT
FORM E

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SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		over part shown bold Lot 464 Explanatory Plan EPP52164 Person Entitled to Interest: PID: 029-275-610 Lot 465 Sec 12 Tp 23 NWD Plan EPP31454

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting Easement herein priority over Mortgage No. CA4302947 and Assignment of Rents No. CA4302948

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		over part shown bold Lot 465 Explanatory Plan EPP52164 Person Entitled to Interest: PID: 029-275-601 Lot 464 Sec 12 Tp 23 NWD Plan EPP31454

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

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LAND TITLE ACT
FORM E

SCHEDULE

PAGE 5 OF 8 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. Transferor(s):

ALGRA BROS. DEVELOPMENTS (BRIXTON) LTD.
(Incorporation No. 0977204)
5848 Sappers Way
Chilliwack, B.C.
V2R 0G7

FIRST WEST CREDIT UNION (Priority Agreement)

6. Transferee(s):

ALGRA BROS. DEVELOPMENTS (BRIXTON) LTD.
(Incorporation No. 0977204)
5848 Sappers Way
Chilliwack, B.C.
V2R 0G7

TERMS OF INSTRUMENT - PART II

THIS EASEMENT made the 3rd day of June, 2015

BETWEEN:

ALGRA BROS. DEVELOPMENTS (BRIXTON) LTD.
(Incorporation No. 0977204) of 5848 Sappers Way, Chilliwack,
B.C., V2R 0G7

(hereinafter called "Grantor")

AND:

ALGRA BROS. DEVELOPMENTS (BRIXTON) LTD.
(Incorporation No. 0977204) of 5848 Sappers Way, Chilliwack,
B.C., V2R 0G7

(hereinafter called the "Grantee")

WHEREAS:

- A. The Grantor is the registered owner of those certain lands and premises located in the City of Chilliwack, in the Province of British Columbia, more particularly known and described as:

PID: 029-275-601 Lot 464 Sec 12 Tp 23 NWD Plan EPP31454
PID: 029-275-610 Lot 465 Sec 12 Tp 23 NWD Plan EPP31454

(hereinafter referred to as "Servient Tenement")

- B. The Grantee is the registered owner of those certain lands and premises located in the City of Chilliwack, in the Province of British Columbia, more particularly known and described as:

PID: 029-275-601 Lot 464 Sec 12 Tp 23 NWD Plan EPP31454
PID: 029-275-610 Lot 465 Sec 12 Tp 23 NWD Plan EPP31454

(hereinafter referred to as "Dominant Tenement")

- C. The Grantor has agreed to grant to the Grantee an easement over the Grantor's Lands on the terms set forth herein.

NOW THEREFORE WITNESSETH in consideration of the sum of ONE (\$1.00) DOLLAR paid by the Grantee to the Grantor, the receipt and sufficiency whereof is hereby acknowledged and other good and valuable consideration, THE PARTIES HEREBY COVENANT AND AGREE as follows:

- 1. The Grantor, as "servient tenement" owner of Grantor's Lands does hereby grant to the Grantee, as "dominant tenement" owner of Grantee's Lands, and its licencees and invitees, servants, heirs and assigns, the owners for the time being of the dominant tenement, the full, free and uninterrupted right, licence, liberty, easement, privilege and

permission to pass and re-pass over and across, with or without motor vehicles and other conveyances, with or without workmen and with or without equipment, that part of the Servient Tenement as shown bold on the Reference Plan of Easement No. EPP52164 prepared by K. Mitchell Power, B.C.L.S. of Tunbridge & Tunbridge completed and checked the 28th day of May, 2015 (hereinafter referred to as "Easement Area") for access and egress purposes and for all other lawful purposes associated with the foregoing.

- 2. Dominant and Servient Lots means any servient lot listed as Servient Tenement in Column 1 of the following table and dominant lot listed as Dominant Tenement in Column 2 of the following table. The Grantor covenants, agrees and declares that Lot 464 will be servient lot in respect of Lot 465 which will be the dominant lots of Lot 464 and in the same manner with the necessary changes to the following servient lots will be in the same relationship to the following dominant lots, namely:

Servient Tenement	Dominant Tenement
Lot 464	Lot 465
Lot 465	Lot 464

- 3. All costs of maintaining the Easement Area will be borne by and paid for equally by every owner whether servient or dominant and the Grantee covenants and agrees to indemnify and save harmless the Grantor, his successors and assigns, from any and all liens, loss, damages, costs, charges or expenses in any way arising from or caused by anything done or not done or maintained hereunder.
- 4. The Grantor hereby covenants with the Grantee that they will not make, place, erect or maintain on the Easement Area any building, structure, foundation or obstruction which will interfere with the Easement Area or prevent reasonable access to the said Easement Area.
- 5. It is agreed and declared by and between the parties hereto that this agreement shall be construed as running with the Servient Tenement and that no part of the fee of the soil thereof shall pass to or be vested in the Grantee under or by virtue of these presents and that the Grantee may fully use and enjoy the easement subject only to the rights and restrictions herein provided.
- 6. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
- 7. Wherever the singular or masculine is used herein the same shall be construed as meaning the plural or feminine or body politic or corporate where the context so requires, and where a party is more than one person, all covenants shall be deemed to be joint and several.

CONSENT AND PRIORITY AGREEMENT

WHEREAS **FIRST WEST CREDIT UNION** (the "Chargeholder") is the holder of the following charges encumbering the following lands:

Charge

Mortgage No. CA4302947
Assignment of Rents No. CA4302948

(the "Charges")

Lands

PID: 029-275-601
Lot 464 Sec 12 Tp 23 NWD
Plan EPP31454

(the "Lands")

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) paid to the Chargeholder by Algra Bros. Developments (Brixton) Ltd. (the "Transferee") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Chargeholder hereby agrees as follows:

1. The Chargeholder hereby consents to the granting and registration of the attached Easement (the "Easement").
2. The Chargeholder hereby grants to the Transferee priority over the Chargeholder's right, title and interest in and to the Lands and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Transferee as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charges and prior to the advance of any money pursuant to the Charges.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the Form C above which form is part hereof.

END OF DOCUMENT

NEW WESTMINSTER LAND TITLE OFFICE

Jun-05-2015 11:26:51.002

EPP52164

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

0733

PAGE 1 OF 2 PAGES

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you

(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and

(b) certify the matters set out in section 168.73 (4) of the Land Title Act, Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

Kenneth
Power 349LFX

Digitally signed by Kenneth Power
349LFX
DN: c=CA, cn=Kenneth Power
349LFX, o=BC Land Surveyor,
ou=Verify ID at www.juricert.com/
LKUP.cfm?id=349LFX
Date: 2015.05.28 11:07:16 -0700

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

K. Mitchell Power
#6-7965 Venture Place

604-792-4264
Email mitch@tunbridge.ca

Chilliwack BC V2R 0K2

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: 143-283-6436

Plan Number: EPP52164

LTO Document Reference: CA4446668

3. CERTIFICATION:

Form 9 Explanatory Plan Form 9A

I am a British Columbia land surveyor and certify that

this plan was completed and checked on: 2015 May 28 (YYYY/Month/DD)

that the checklist was filed under ECR#: 174630

and that the plan is correct in accordance with Land Title Office records.

None Strata Form S

None Strata Form U1 Strata Form U1/U2

Arterial Highway 4. ALTERATION:

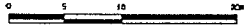
**EXPLANATORY PLAN OF EASEMENT OVER PARTS OF LOTS 464 AND 465
SECTION 12 TOWNSHIP 23 NEW WESTMINSTER DISTRICT PLAN EPP31454**

PLAN EPP52164

BCRS 92H.011

PURSUANT TO SECTION 99(1) (a) LAND TITLE ACT

"FOR ACCESS AND SIDEWALK PURPOSES"

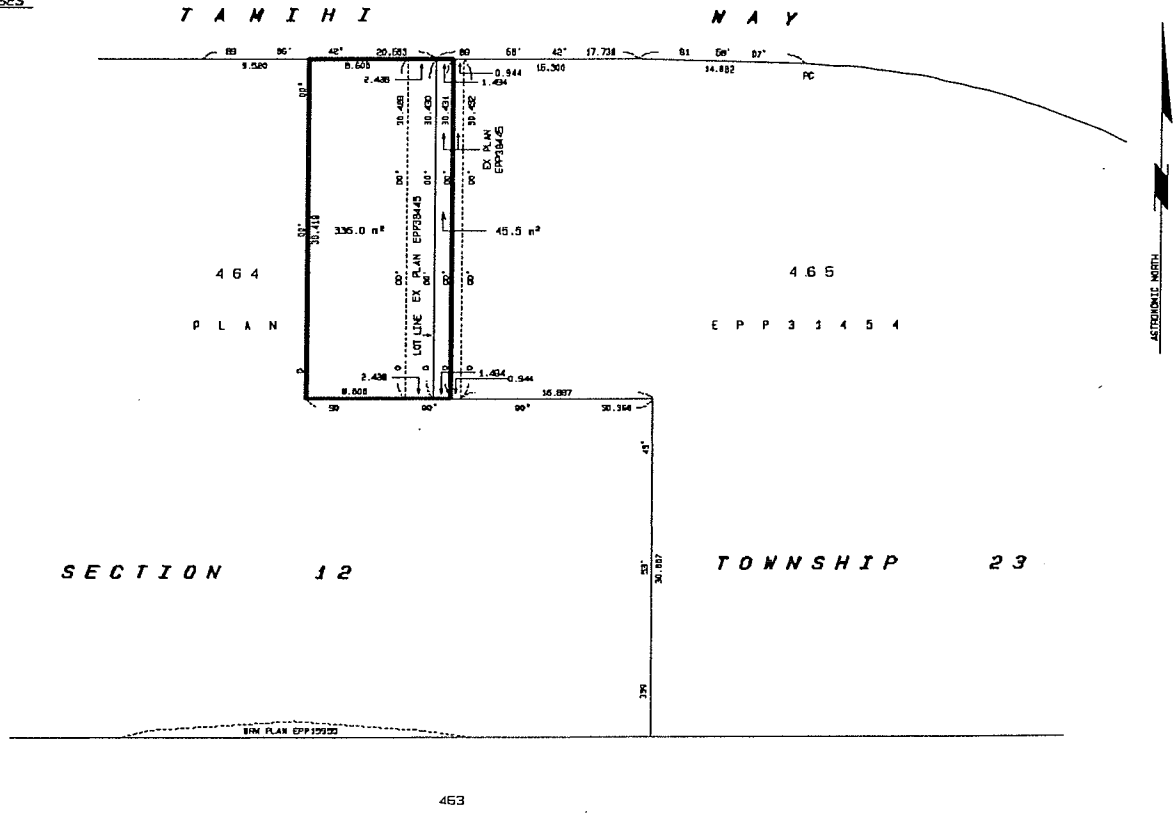


ALL DISTANCES ARE IN METRES
AND ARE HORIZONTAL GROUNDS

THE INTENDED PLOT SIZE OF THIS PLAN IS 590 mm
IN WIDTH BY 430mm IN HEIGHT (C SHEET) WHEN
PLOTTED AT A SCALE OF 1: 250.

LEGEND:

BEARINGS ARE ASTRONOMIC, AND ARE
DERIVED FROM PLAN EPP31454.



SECTION 12

TOWNSHIP 23

PLAN EPP16943

BOOK OF REFERENCE

LOT 464	SEC 12	TP 23	NWD	PLAN EPP31454	336.0 m ²
LOT 465	SEC 12	TP 23	NWD	PLAN EPP31454	45.5 m ²

CITY OF CHILLIWACK.

THIS PLAN LIES WITHIN THE
FRASER VALLEY REGIONAL DISTRICT.

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND
SURVEY AUTHORITY OF BC RECORDS: PLAN EPP31454.
K. MITCHELL POWER, BOLS 733
DATED THIS 28TH, DAY OF MAY, 2015.

TUNBRIDGE & TUNBRIDGE
BRITISH COLUMBIA LAND SURVEYORS
CANADA LANDS SURVEYORS
6-7965 VENTURE PLACE, CHILLIWACK, B.C.
PHONE: 604-792-4264 mtch@tunbridge.ca
FILE: P54792 CD 1K.