

BEACHWALK VILLAS

DISCLOSURE STATEMENT

PHASE 2

***THIS IS A PHASE DISCLOSURE STATEMENT FILED PURSUANT TO THE
REAL ESTATE DEVELOPMENT MARKETING ACT***

**(ORIGINAL DISCLOSURE STATEMENT DATED OCTOBER 28, 2008,
AND FIRST AMENDMENT DATED MAY 17, 2010)**

Developer: College Park Projects Inc.

Address for Service: MacKenzie Fujisawa LLP
1600-1095 West Pender Street
Vancouver, BC V6E 2M6

Business Address of Developer: 128-1700 West 75th Avenue
Vancouver, B.C V6P 6G2

Real Estate Agent: Century 21 Executives Realty Ltd.
2907 32nd Street
Vernon, BC V1T 5M2

DISCLAIMER

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

This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of _____ who has confirmed that fact by initialing in the space provided here. By the same initial, the purchaser also acknowledges that the purchaser has received and has been given the opportunity to read this Disclosure Statement prior to signing the purchase agreement.

INITIAL

RIGHT OF RESCISSION

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

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

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

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

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1 THE DEVELOPER

1.1 Incorporation

The Developer:	College Park Projects Inc.
Jurisdiction:	British Columbia
Date of Incorporation:	July 6, 1992
Incorporation Number:	428469

1.2 Purpose

The Developer was incorporated for the purpose of owning and developing various properties. The Developer does not have any assets other than the Development lands.

1.3 Registered and Records Office of the Developer

1000 - 595 Burrard Street, Vancouver, B.C. V7X 1S8.

1.4 Director(s)

The Director of the Developer is: Charles Koo

1.5 Developer's Experience

1.5.1 The following is a description of the nature and extent of the experience of the Developer and its officers and directors have in the development industry.

Developer: The Developer has not undertaken any real estate developments other than Phase 1 of the Development.

Charles Koo, director and President of the Developer: Mr. Koo has over 25 years of experience in the real estate development industry. The majority of Mr. Koo's experience is in single family residential, multi-family residential and commercial developments located in Nanaimo, British Columbia through a company affiliated with the Developer.

1.5.2 To the best of the Developer's knowledge neither the Developer, or any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the ten years before the date of the Developer's Declaration attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority related 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.

1.5.3 To the best of the Developer's knowledge, neither the Developer, any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the five years before the date of the Developer's Declaration attached to this Disclosure

Statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangements or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold assets of that person.

- 1.5.4 To the best of the Developer's knowledge, neither any director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five year prior to the date of the Developer's Declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other Developer that, while that person was acting in that capacity, that other developer:
- (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities, or to the lending of money secured by a mortgage of land, or to arranging, administering or dealing in mortgage of land, or to theft or fraud; and
 - (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation related to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangements or compromise with creditors or had receiver, receiver manager or trustee appointed to hold its assts.
- 1.5.5 The Developer is not aware of any conflict of interest, which could reasonably be expected to affect the Purchaser's purchase decision.

2 GENERAL DESCRIPTION

2.1 General Description of the Development

- 2.1.1 The strata development (the "Development") is a building strata that will consist of single family and duplex buildings of 48 strata lots ("Strata Lots") in phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 as follows:
- (a) Phase 1 – 3 duplex buildings of 2 units and 2 single units;
 - (b) Phase 2 – 1 duplex building of 2 units and 2 single units;
 - (c) Phase 3 – 2 duplex buildings of 2 units;
 - (d) Phase 4 – 1 duplex building of 2 units and 1 single unit;
 - (e) Phase 5 – 1 duplex building of 2 units and 1 single unit;
 - (f) Phase 6 – 5 single units;
 - (g) Phase 7 – 3 single units;
 - (h) Phase 8 – 2 duplex buildings of 2 units;

- (i) Phase 9 – 1 duplex building of 2 units and 1 single unit;
- (j) Phase 10 – 1 duplex building of 2 units and 1 single unit;
- (k) Phase 11 – 2 duplex buildings of 2 units; and
- (l) Phase 12 – 2 duplex buildings of 2 units.

2.1.2 The Development is part of a phased strata plan consisting of 12 phases. This Disclosure Statement relates only to Phase 2 presently being offered for sale. For information about future phases refer to paragraph 2.3 of the Disclosure Statement.

2.1.3 Upon registration of the strata plan for Phases 1 through 12 of the Development, the Development will consist of 48 Strata Lots and the common property as shown on a copy of the proposed Strata Plan attached hereto as Schedule "1-1". A copy of the strata plan filed in respect of Phase 1 of the Development is attached hereto as Schedule "1-2". A copy of the proposed strata plan to be filed in respect of Phase 2 of the Development is attached hereto as Schedule 1-3".

2.1.4 Each building will be a two storey wood frame building and will consist of either a single unit or duplex unit.

2.1.5 Location of the Development:

The Development is located in the City of Vernon, Province of British Columbia
Civic/Street Address: 6635 Tronson Road, Vernon, B.C.

2.2 Permitted Use

The Strata Lots are to be used for residential purposes only and are zoned RMS. Use of the Strata Lots will be subject to the bylaws of the strata corporation and restrictions contained in the applicable zoning bylaws of the City of Vernon. Further information and details about zoning requirements and permissible uses may be obtained from:

City of Vernon
City Hall
3400 30 Street
Vernon, British Columbia V1T 5E6
Phone No. 1-250-545-1361
www.vernon.ca/homes-building/construction-renovating/zoning

2.3 Phasing

Developer intends to construct the Development in twelve (12) phases.

A further amended Form P – Phased Strata Plan Declaration (the “Amended Phased Strata Plan Declaration”) has been filed by the Developer at the Kamloops Land Title Office.

The Amended Phased Strata Plan Declaration sets out the number of phases, the number of Strata Lots in each phase, the estimated commencement date and completion date for construction of each phase, and the date by which the Developer will elect to proceed with each phase of the Development.

A copy of the Amended Phased Strata Plan Declaration is attached as Schedule "2".

Phase 1 of the Development, consisting of 8 Strata Lots, has been completed and sold by the Developer.

The Developer is now proceeding with Phase 2 of the Development, consisting of 4 Strata Lots (the "Phase 2 Strata Lots").

Purchasers are cautioned that the Developer is entitled to elect not to proceed with subsequent phases of the Development.

3 STRATA INFORMATION

3.1 Unit Entitlement

Unit Entitlement for each Strata Lot is a whole number that is equal for all Strata Lots within the strata plan and a copy of the *Strata Property Act* preliminary Form V Schedule of Unit Entitlement for Phase 2 of the Development is attached as Schedule "3". The unit entitlement of a Strata Lot is a number that is used in calculations to determine the Strata Lot's share of the common expenses and liabilities of the strata corporation.

3.2 Voting Rights

Each Strata Lot will have one (1) vote at annual or special general meetings of the strata corporation. However, the bylaws of the strata corporation provide that the vote for a Strata Lot may not be exercised, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that Strata Lot under Section 116(1) of the *Strata Property Act* by reason of the owner's failure to pay the strata corporation strata fees, a special levy, a reimbursement of the cost of work referred to in Section 85 of the *Strata Property Act* or the strata lot's share of a judgment against the strata corporation.

3.3 Common Property and Facilities

The common property within the Development is as shown on the strata plan for Phase 1 of the Development attached hereto as Schedule "1-2" and is intended to be generally as shown on the proposed strata plan for Phase 2 of the Development attached hereto as Schedule "1-2" and the proposed strata plan for the Development as a whole attached hereto as Schedule "1-1". The common property within the Development will include the areas shown as limited common property that are designated for the exclusive use of one or more of the Strata Lots, as more

particularly described in section 3.4 of this Disclosure Statement. The common facilities within the Development include and will include internal roads, visitor parking, landscaped areas and a mail kiosk (which mail kiosk is located within Phase 1 of the Development).

3.4 Limited Common Property

(a) Designation of:

Limited common property is an area within the common property that has been designated for the exclusive use of one or more of the Strata Lots. The Developer does not intend to designate any areas as limited common property other than those areas designated as limited common property on the strata plans for Phases 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 including areas for backyards, decks and driveways for the exclusive use of each such Strata Lot. A designation of limited common property on the strata plan may only be removed by unanimous resolution of the members of the strata corporation. Future designations of limited common property (areas within the common property of the strata plan designated for the exclusive use of one or more Strata Lot owners) may be made hereafter by an amendment to the strata plan under Sections 257 or 258 of the *Strata Property Act* or by a resolution passed at an annual or special general meeting by a three-quarter (3/4) vote under Section 74 of the *Strata Property Act*.

(b) Repair and Maintenance of:

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. Bylaws 2 and 8 of the Standard Bylaws make an owner responsible for maintaining and repairing limited common property which they use.

3.5 Bylaws

The bylaws of the strata corporation are those contained in the *Strata Property Act*, subject to the amendments filed in the Kamloops Land Title Office under numbers LB493495 and CA4114800. Copies of the amendment(s) are attached as Schedule “7” and should be reviewed in respect of the restrictions therein relating to pets. The bylaws may be further amended by a special resolution of the strata corporation passed after the date of this Disclosure Statement.

3.6 Parking and exclusive use areas

- 3.6.1 Each Strata Lot will have a 2 car garage and exterior parking on the driveway, which driveway will be designated as limited common property on the strata plan for the exclusive use of that Strata Lot and for the purpose of parking one vehicle.
- 3.6.2 Following registration of the strata plan the strata corporation may give an owner or tenant permission to exclusively use, or a special privilege in relation to, common assets or common property that is not designated as limited common property but such permission or privilege may be given for a period not exceeding one (1) year and may be subject to conditions. The strata corporation may renew the permission or privilege and on renewal may change the period or conditions. Any such permission or privilege may be cancelled by the strata corporation giving the owner or tenant reasonable notice of the cancellation. If the permission to exclusively use common property or a common assets is a significant change in the use or appearance of the common property or common asset such permission must be approved by resolution passed by a three-quarter (3/4) vote at an annual or special general meeting.
- 3.6.3 Visitor parking will be provided in areas of the common property designated on the strata plan or by the strata corporation.

3.7 Furnishings and Equipment

The following equipment and furnishings will be included in the purchase of each Phase 2 Strata Lot:

- (a) fridge;
- (b) stove;
- (c) dishwasher;
- (d) over the range microwave;
- (e) washer;
- (f) dryer;
- (g) gas fireplace;
- (h) air conditioner;
- (i) gas line for barbeque;
- (j) roughed in vacuum; and
- (k) garage door opener.

3.8 Budget

The most recent budget for Phase 1 of the Development approved by the strata corporation, and a schedule of the current monthly strata fees for the Strata Lots in Phase 1 of the Development, are attached as Schedule “4-1”.

An interim budget for the strata corporation, and an estimate of the monthly strata fees, for the 12 month period following the deposit of the Phase 2 strata plan, are attached as Schedule “4-2”.

If the expenses accrued by the strata corporation, for the period beginning on the deposit of the Phase 2 strata plan until the date of the first annual general meeting following the deposit of the Phase 2 strata plan, are greater than the operating expenses estimated in the interim budget for that period, the Developer must pay the excess to the strata corporation within 8 weeks of the first annual general meeting following deposit of the Phase 2 strata plan. In addition, if the excess expenses for such period are more than 10% or more than 20% of the operating expenses estimated in the interim budget, the Developer must pay to the strata corporation a further amount equal to 2 times (if the excess is more than 10% but less than 20%) or 3 times (if the excess is more than 20%) of the amount of the excess.

With respect to the interim budget:

- (a) the estimated operating expenses are based on the most recent budget approved by the strata corporation;
- (b) the estimated strata fees for each Phase 2 Strata Lot, for the 12 month period following the deposit of the Phase 2 strata plan, are set out in Schedule “4-2”; and
- (c) the Developer will make a one-time contribution to the strata corporation’s contingency reserve fund in an amount equal to 5% of the estimated annual operating expenses as set out in the interim budget for Phase 2 of the Development. A contingency reserve fund has been established by the strata corporation to pay for common area expenses that usually occur less often than once a year or do not usually occur. In its most recent operating budget, the strata corporation has set the contingency reserve fund at \$3,600 or approximately 26% of estimated annual operating expenses.

3.9 Utilities and Services

The following utilities and services are/will be installed at the expense of the Developer:

- (a) water is/will be provided by Greater Vernon Water Services operated by the Regional District of North Okanagan;
- (b) electricity is/will be provided by British Columbia Hydro and Power Authority;

- (c) sewer service is/will be provided by the City of Vernon;
- (d) natural gas service is/will be provided by Fortis BC;
- (e) fire hydrants are/will be installed within the Development pursuant to the requirements of the City of Vernon. Fire protection is provided by the City of Vernon. The nearest fire department is located approximately three (3) kilometres from the Development;
- (f) telephone service is/will be provided by TELUS;
- (g) access to the Development is by way of Tronson Road;
- (h) cable television service is/will be provided by Shaw Cable.

It will be the responsibility of the purchaser of each of the Strata Lots to apply to the applicable authority for the delivery of water, sewer, electricity, telephone, cable television and gas services to such Strata Lot.

3.10 Strata Management Contracts

There is no existing or proposed management agreement which will grant rights or impose obligations upon a purchaser of any of the Strata Lots. The owners of the Strata Lots in Phase 1 of the Development have elected a strata council and the Development is self-managed by the strata corporation.

3.11 Insurance

3.11.1 Under Section 149 of the *Strata Property Act* the strata corporation must maintain full replacement insurance on:

- (a) common property;
- (b) common assets; and
- (c) buildings shown on the strata plan.

3.11.2 The property insurance must:

- (a) be on the basis of full replacement value; and
- (b) insure against "major perils" which are defined in Regulation 9.1(2) as "fire, lightening, smoke, wind storm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts."

3.11.3 The strata corporation has obtained the above described insurance coverage. The current policy of insurance is attached hereto as Schedule "8".

- 3.11.4 A purchaser will be responsible to insure all personal items and contents within his, her or their Strata Lot from time to time against loss by fire and other insurable perils and purchasers are advised to take out his, her or their own individual public liability insurance in respect of his, her or their Strata Lot.

3.12 Rental Disclosure Statement

Under the *Strata Property Act*, the Developer must disclose to any purchaser any 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, a copy of which is attached as Schedule "5".

4 TITLE AND LEGAL MATTERS

4.1 Legal Description

The legal description of the Development lands is:

PID: 004-277-635
Lot 5 District Lot 67
Osoyoos Division Yale District Plan 24156
Except Strata Plan KAS3663 (Phase 1).

Following registration of the strata plan for Phase 2 of the Development, the legal description of the Development will be:

PID: [TBD]
Strata Lots 1-12,
District Lot 67,
Osoyoos Division Yale District,
Strata Plan KAS3663.

4.2 Ownership

The Developer is the registered owner of the Lands.

4.3 Existing Encumbrances and Legal Notations

The existing legal notations and encumbrances registered against title to the Development lands are as follows:

Legal Notations:

Phased Strata Plan Declaration (Form P) Filed LB303301 2008-04-27

Amended Form P Filed, See CA3890075 and CA6375981

Personal Property Security Act Notice, See LB185005 Expires 2011/04/08

This Title May be Affected by a Permit under Part 26 of the *Local Government Act*, See LB249206

Encumbrances:

Covenant LB52640 in favour of The Corporation of the City of Vernon (restricting the number and type of residential units that may be constructed on the Development lands, primary vehicle access to and from the Development lands, and the finish grade of the Development lands adjacent to Scott Road or Tronson Road). At the request of the City of Vernon, this Covenant will be modified to permit public access on the common property roadways located within the Development.

Mortgage LB185003 and Assignment of Rents LB185004 in favour of Longwood Station Ltd. (The Developer has arranged for the partial release of this mortgage and assignment of rents as each Lot is conveyed to a purchaser on the terms set out in the Purchase Agreement described in section 7.2 of the Disclosure Statement).

Statutory Right of Way LB259786 in favour of Terasen Gas Inc. (for the provision of natural gas services to the Development lands).

Statutory Right of Way LB265435 in favour of British Columbia Hydro and Power Authority (for the provision of electrical services to the Development lands).

Statutory Right of Way LB265436 in favour of Telus Communications Inc. (for the provision of telecommunication services to the Developments lands).

Statutory Right of Way LB303300 in favour of The Corporation of the City of Vernon (for the installation, maintenance and use of a pathway constructed on the Development lands).

4.4 Proposed Encumbrances

The Developer intends to obtain or grant rights of way, easements, restrictive covenants, dedications or other rights and restrictions as required by the City of Vernon, BC Hydro and Power Authority, TELUS, Fortis BC or any other applicable government authority or public utility or as deemed advisable by the Developer in connection with the construction, common use or occupation of the Development.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or anticipated litigation or contingent liability in respect of the Development or against the Developer which may affect the Development.

4.6 Environmental Matters

The Developer is not aware of any dangers or any requirements imposed by municipalities or other government authorities relating to flooding or the condition of the soil and sub-soil of the Strata Lots or the common property of the Development.

5 CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

5.1.1 For the purposes 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; and

“estimated date range” means a date range, not exceeding three months, for the commencement of construction or the completion of construction.

The Developer has completed construction of Phase 1 of the Development. The dates or estimated date range of commencement and completion of construction of Phase 2 of the Development are as follows:

Strata Lots	Commencement	Completion
9-12	October 1, 2017	September 30, 2018

5.1.2 Construction of Lots 13 to 48 in Phases 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of the Development will be in accordance with estimated commencement and completion dates set forth in the Amended Phased Strata Plan Declaration attached as Schedule “2”.

5.2 Warranties

5.2.1 The Developer has retained Kenmar Homes Ltd. as the contractor and builder of the development units. Kenmar Homes Ltd. is licensed as a residential builder under the *Homeowner Protection Act* and will cause new home warranty insurance to be provided through Pacific Home Warranty Insurance Services Inc. (“Pacific Home Warranty”). The warranty to be provided will be the standard form of (i) 2 year material and labour, (ii) 5 year building envelope, and (iii) 10 year structural defects warranty provided by Pacific Home Warranty pursuant to the requirements of the *Homeowner Protection Act*. For more information on the Pacific Homes Warranty’s standard form terms, conditions,

exclusions and coverage limits, please contact Pacific Home Warranty, 211 – 15240 56 Avenue, Surrey, British Columbia, V3S 5K7.

- 5.2.2 Any manufacturer's warranty for appliances and equipment whether located in a Strata Lot or on the common property of the Development will be available to the owner from the strata corporation, as the case may be, to the extent permitted by such warranties.

5.3 Previously Occupied Building

The Development will consist of newly constructed buildings and does not involve the conversion of any existing building.

6 APPROVALS AND FINANCES

6.1 Development Approval

- 6.1.1 The Development has been approved by the City of Vernon by the issuance by the Approving Officer for the City of Vernon of Development Permit No. DP000206 on July 18, 2008, a copy of which has been deposited with the Superintendent of Real Estate.
- 6.1.2 The Approving Officer of the City of Vernon has approved and signed the Amended Phased Strata Plan Declaration, a copy of which is attached as Schedule "2".
- 6.1.3 The City of Vernon has issued building permit Nos. 00650 (for Strata Lot 9), 006561 (for Strata Lots 10 and 11) and 006606 (for Strata Lot 12) included in Phase 2 of the Development.

6.2 Construction Financing

- 6.2.1 The Developer intends to finance the construction of the Development with its own resources.

7 MISCELLANEOUS

7.1 Deposits

All monies received by the Developer from a purchaser of a Strata Lot will be held in trust by a lawyer, notary public or licensed real estate agent in accordance with the *Real Estate Development Marketing Act*, until the occurrence of all of the following circumstances:

- (a) the proposed strata plan is deposited in the Land Title Office;
- (b) an instrument evidencing the interest of the purchaser in the Strata Lot has been registered in the Land Title Office.

7.2 Purchase Agreement

- 7.2.1 A copy of the Developer's form of purchase agreement is attached as Schedule "6" (the "Purchase Agreement").
- 7.2.2 Paragraph 1 of Schedule A to the Purchase Agreement provides that no interest will be paid on any deposit.
- 7.2.3 Paragraph 2 of Schedule A to the Purchase Agreement sets out the provisions for the Completion Date and any extension of the Completion Date. The Developer is entitled to extend the Completion Date as required until an occupancy permit for the Strata Lot has been issued or where completion of construction of the Strata Lot is delayed as a result of an event or circumstance beyond the reasonable control of the Developer, the Developer is entitled to extend the Completion Date for a period equivalent to such period of delay. The Developer and the purchaser may also mutually agree to extend the Completion Date if it has not occurred by an Outside Completion Date.
- 7.2.4 Paragraph 2 of Schedule A to the Purchase Agreement sets out the provisions for terminating the Purchase Agreement if the Completion Date has not occurred by an Outside Completion Date.
- 7.2.5 Paragraph 14 of Schedule A to the Purchase Agreement provides that the Purchase Agreement may not be assigned without the prior written consent of the Developer, that the Developer is entitled to receive any profit resulting from an assignment of the Purchase Agreement by a purchaser or any assignee, and that any assignment will not relieve a purchaser from his, her or their obligations under the Purchase Agreement.

7.3 Developer's Commitments

There are no commitments made by the Developer that will be met after completion, sale or lease of a Strata Lot.

7.4 Other Material Facts

There is no existing or proposed agreement which will grant rights to or impose obligations upon a purchaser of any of the Strata Lots.

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 material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the Act.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of January ____, 2018.

COLLEGE PARK PROJECTS INC.
by its authorized signatory:

Per: _____
Charles Koo

Charles Koo
Director of College Park Projects Inc.

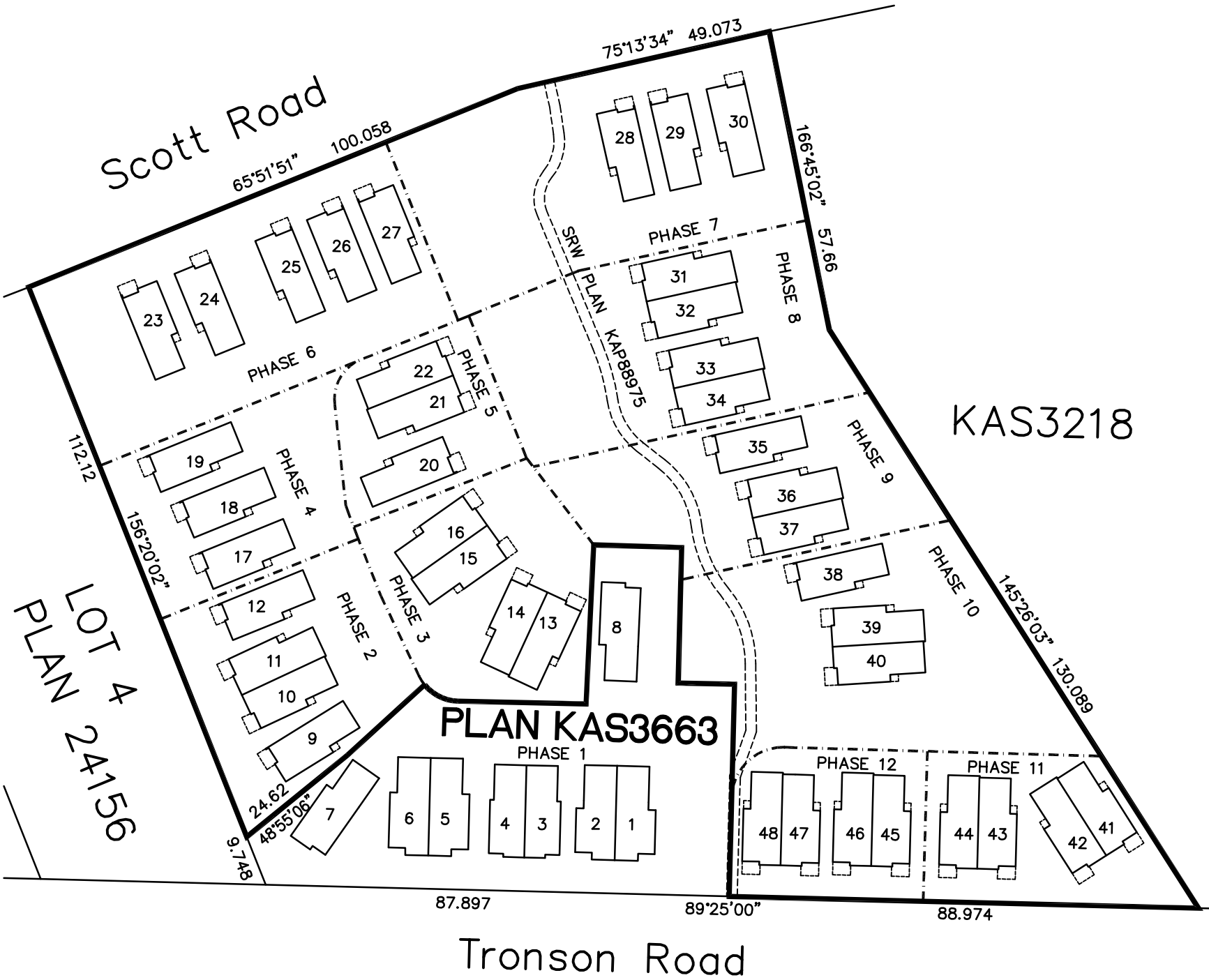
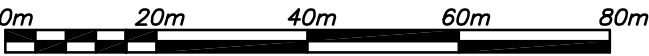
SCHEDULES ATTACHED

Schedule “1-1”	Proposed Strata Plan in respect of the Development
Schedule “1-2”	Filed Strata Plan in respect of Phase 1 of the Development
Schedule “1-3”	Proposed Strata Plan in respect of Phase 2 of the Development
Schedule “2”	Form P – Amended Phased Strata Plan Declaration
Schedule “3”	Form V – Schedule of Unit Entitlement
Schedule “4-1”	Phase 1 Budget and Strata Fees approved by the Strata Corporation
Schedule “4-2”	Phase 1 and 2 Interim Budget and Proposed Strata Fees
Schedule “5”	Rental Disclosure Statement
Schedule “6”	Purchase Agreement
Schedule “7”	Amended Bylaws
Schedule “8”	Insurance Policy

SCHEDULE 1-1
PROPOSED STRATA PLAN

PROPOSED STRATA SUBDIVISION, PHASES 2 to 12 of
STRATA PLAN KAS3663, DL 62, ODYD.

B.C.G.S. No. 82L.024
SCALE 1:1000 (metres)



I, JASON R. SHORTT, A BRITISH COLUMBIA LAND SURVEYOR,
HEREBY CERTIFY THAT THE INFORMATION CONTAINED WITHIN THIS
PLAN SUBSTANTIALLY COMPLIES WITH THE ARCHITECTURAL PLANS
FOR THE ABOVE NOTED DEVELOPMENT.
DATED AT VERNON, B.C., THIS 10th DAY OF JANUARY, 2018.

J.R. SHORTT, B.C.L.S.

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF
NORTH OKANAGAN AND THE VERNON ASSESSMENT AREA

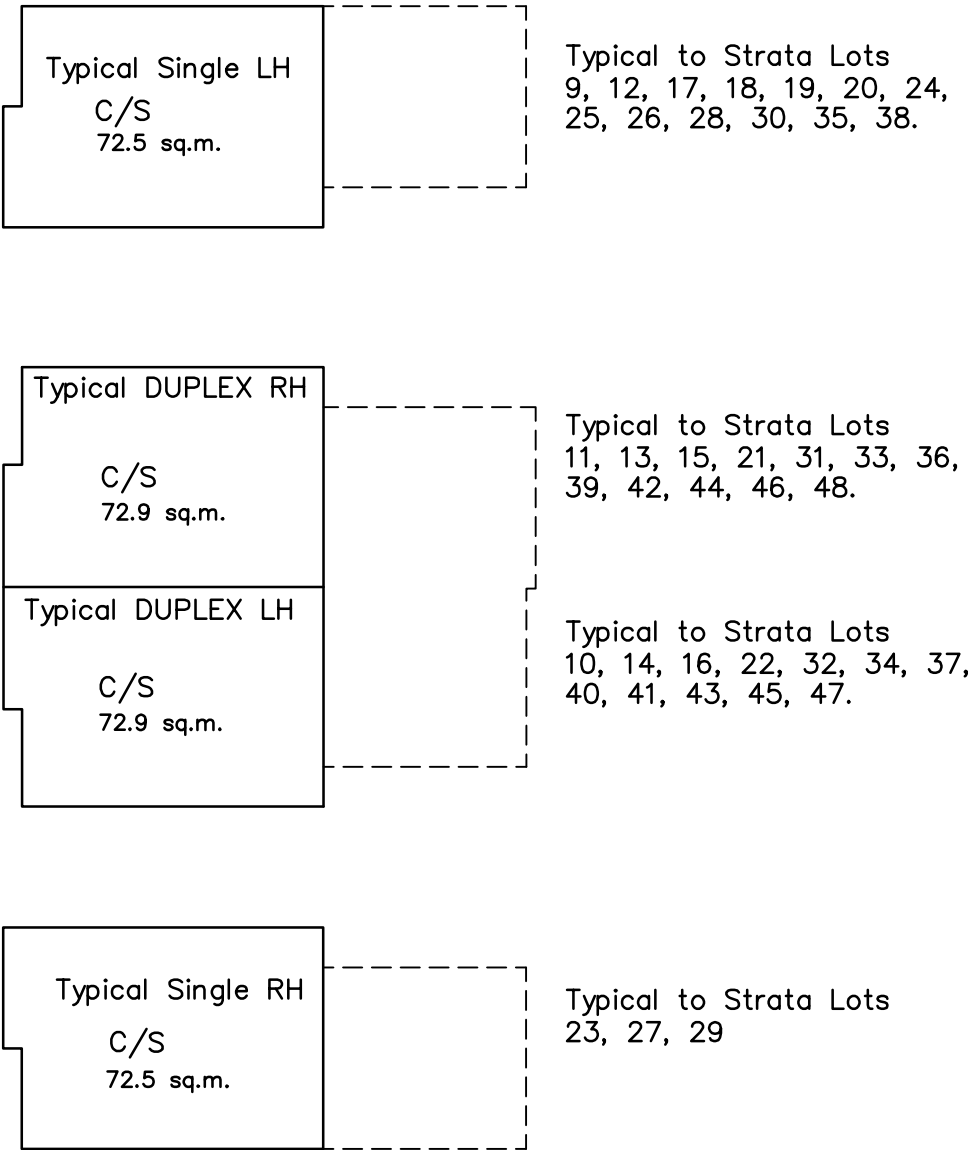
THE CIVIC ADDRESS IS:
6635 TRONSON RD , VERNON, B.C.

RUSSELL N. SHORTT
British Columbia Land Surveyor
2801 32nd Street, Vernon, B.C.
Phone 545-0511 Fax 545-2741

PROPOSED STRATA SUBDIVISION, PHASES 2 to 12 of
STRATA PLAN KAS3663, DL 62, ODYD.
B.C.G.S. No. 82L.024
SCALE 1:250 (metres)



Crawlspaces



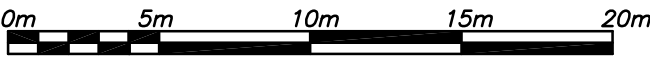
SL DENOTES STRATA LOT
(G) DENOTES GARAGE—PART OF STRATA LOT
Pt DENOTES PART OF STRATA LOT
C/S DENOTES CRAWLSPACE — PART OF STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT

File 28785

RUSSELL N. SHORTT
British Columbia Land Surveyor
2801 32nd Street, Vernon, B.C.
Phone 545-0511 Fax 545-2741

PROPOSED STRATA SUBDIVISION, PHASES 2 to 12 of
STRATA PLAN KAS3663, DL 62, ODYD.

B.C.G.S. No. 82L.024
SCALE 1:250 (metres)



First Floor

Deck LCP	Typical Single LH 73.0 sq.m. Total = 259.9 sq.m. Total habitable area = 148.7 sq.m.	(G) 38.7 sq.m.	Parking LCP typical, extends to back of curb
		Porch LCP	

Typical to Strata Lots
9, 12, 17, 18, 19, 20, 24,
25, 26, 28, 30, 35, 38.

Deck LCP	Typical DUPLEX RH Pt SL 73.4 sq.m. Total = 259.8 sq.m. Total habitable area = 146.3 sq.m.	Porch LCP	(G) 40.6 sq.m.	Parking LCP typical, extends to back of curb
Deck LCP	Typical DUPLEX LH Pt SL 73.4 sq.m. Total = 258.0 sq.m. Total habitable area = 146.3 sq.m.		(G) 38.8 sq.m.	Parking LCP typical, extends to back of curb
		Porch LCP		

Typical to Strata Lots
11, 13, 15, 21, 31, 33, 36,
39, 42, 44, 46, 48.

Typical to Strata Lots
10, 14, 16, 22, 32, 34, 37,
40, 41, 43, 45, 47.

LCP Deck	Typical Single RH Pt SL 73.0 sq.m. Total = 259.9 sq.m. Total habitable area = 148.7 sq.m.	Porch LCP	(G) 38.7 sq.m.	Parking LCP typical, extends to back of curb

Typical to Strata Lots
23, 27, 29

SL DENOTES STRATA LOT
(G) DENOTES GARAGE—PART OF STRATA LOT
Pt DENOTES PART OF STRATA LOT
C/S DENOTES CRAWLSPACE — PART OF STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT

File 28785

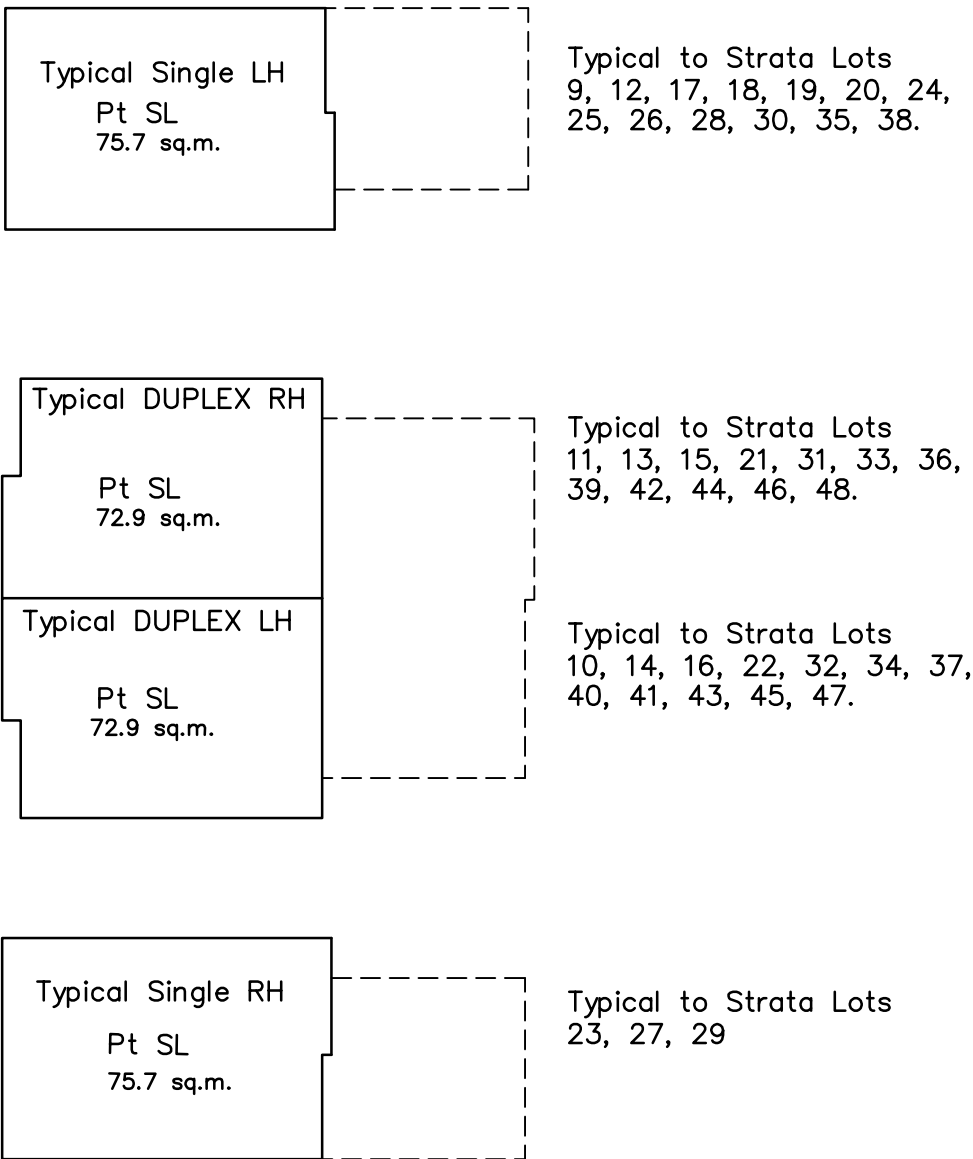
RUSSELL N. SHORTT
British Columbia Land Surveyor
2801 32nd Street, Vernon, B.C.
Phone 545-0511 Fax 545-2741

PROPOSED STRATA SUBDIVISION, PHASES 2 to 12 of
STRATA PLAN KAS3663, DL 62, ODYD.

B.C.G.S. No. 82L.024
SCALE 1:250 (metres)



Second Floor



SL DENOTES STRATA LOT
(G) DENOTES GARAGE—PART OF STRATA LOT
Pt DENOTES PART OF STRATA LOT
C/S DENOTES CRAWLSPACE — PART OF STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT

File 28785

RUSSELL N. SHORTT
British Columbia Land Surveyor
2801 32nd Street, Vernon, B.C.
Phone 545-0511 Fax 545-2741

SCHEDULE 1-2
PHASE 1 STRATA PLAN

SHEET 1 OF 5 SHEETS

STRATA PLAN OF PART OF LOT 5, PLAN 24156, D.L. 67, O.D.Y.D.

City of Vernon BCGS 82L.024
SCALE 1:1000 (All distances are in metres)

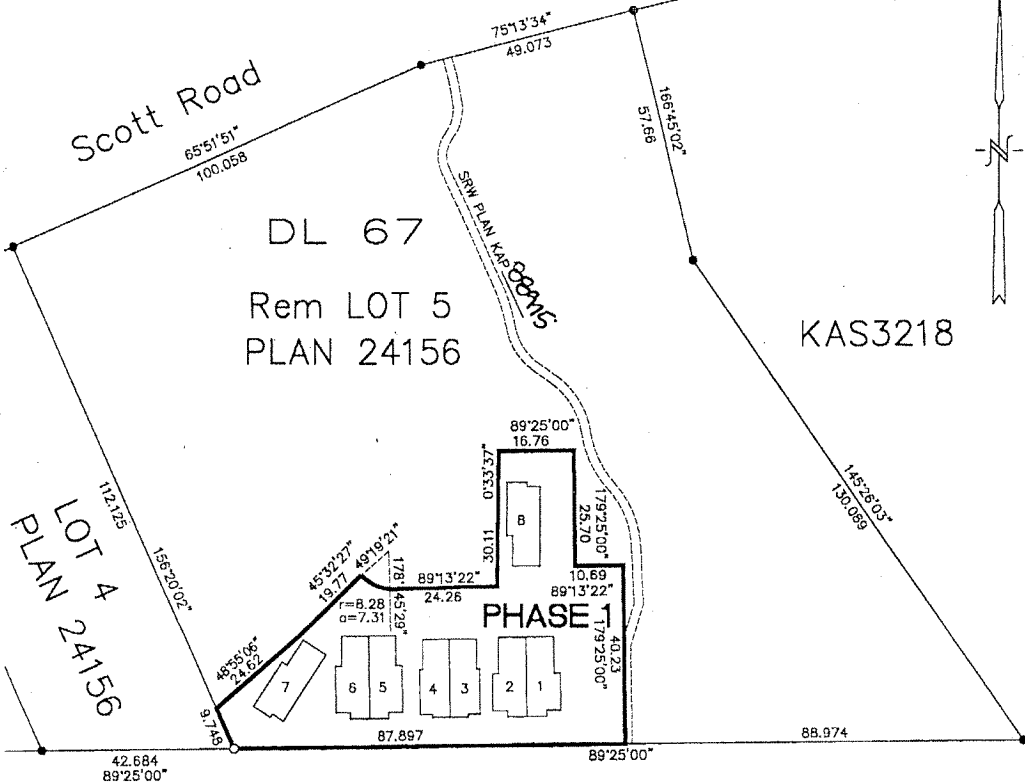
0m 20m 40m 60m 80m

STRATA PLAN KAS3663 PHASE 1

DEPOSITED AND REGISTERED IN THE
LAND TITLE OFFICE AT KAMLOOPS, B.C.,
THIS 14th DAY OF April, 2009

REGISTRAR

A Brace

Per RS
LB3033502

Tronson Road

OWNER:
COLLEGE PARK PROJECTS INC.
INC. NO. 428469

WITNESS AS TO
BOTH SIGNATURES:

Charles Koo
Authorized signatory
CHARLES KOO

NAME: MINDY JONG
ADDRESS: 1681 WEST 3TH AVENUE
VANCOUVER, B.C. V6J 1S1
OCCUPATION: LAWYER

Authorized signatory

MORTGAGE:
LONGWOOD STATION LTD.
INC. NO. 803912

WITNESS AS TO
BOTH SIGNATURES:

Charles Koo
Authorized signatory
CHARLES KOO

NAME: MINDY JONG
ADDRESS: 1681 WEST 3TH AVENUE
VANCOUVER, B.C. V6J 1S1
OCCUPATION: LAWYER

Authorized signatory

APPROVED AS TO PHASE ONE OF A FIVE PHASE STRATA UNDER THE
STRATA PROPERTY ACT THIS 14th DAY OF April, 2009.

APPROVING OFFICER FOR THE CITY OF VERNON

I, JASON R. SHORTT, A BRITISH COLUMBIA LAND SURVEYOR,
HEREBY CERTIFY THAT THE BUILDINGS INCLUDED IN THIS STRATA
PLAN HAVE NOT, AS OF THE 10th DAY OF FEBRUARY, 2009, BEEN
PREVIOUSLY OCCUPIED.

JASON R. SHORTT, B.C.L.S.

I, JASON R. SHORTT, A BRITISH COLUMBIA LAND SURVEYOR,
CERTIFY:
1) THAT THE BUILDINGS ERECTED ON THE PARCEL DESCRIBED
ABOVE ARE WITHIN THE EXTERNAL BOUNDARIES OF THE LAND
THAT IS THE SUBJECT OF THE STRATA PLAN.

DATE: FEBRUARY 10th, 2009.

JASON R. SHORTT, B.C.L.S.

I, JASON R. SHORTT, A BRITISH COLUMBIA LAND SURVEYOR, OF
VERNON, IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT
AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED
BY THIS PLAN, AND THAT THE SURVEY AND PLAN ARE CORRECT.
THE FIELD SURVEY WAS COMPLETED ON THE 10th DAY OF
FEBRUARY, 2009. THE PLAN WAS COMPLETED AND CHECKED, AND
THE CHECKLIST FILED UNDER # 93371, ON THE 20th DAY OF
FEBRUARY, 2009.

JASON R. SHORTT, B.C.L.S.

LEGEND

BEARINGS ARE ASTRONOMIC AND ARE DERIVED FROM PLAN 24156

- DENOTES STANDARD TYPE 5 IRON POST FOUND
- DENOTES STANDARD IRON POST PLACED

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF NORTH
OKANAGAN AND THE VERNON ASSESSMENT AREA

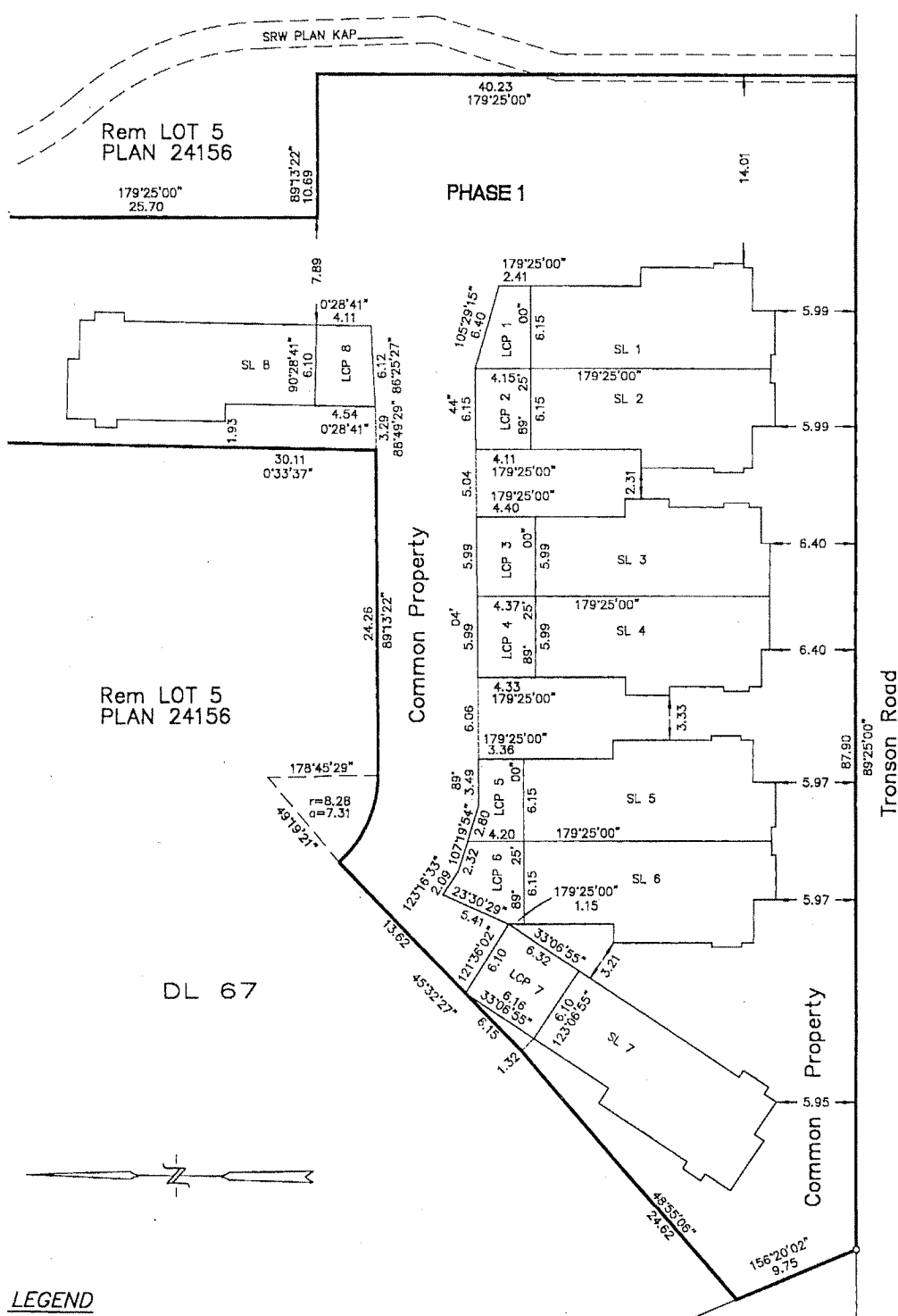
THE CIVIC ADDRESS IS:
6635 TRONSON RD., VERNON, BC

FB 1174
File 25737

RUSSELL N. SHORTT
British Columbia Land Surveyor

2801 32nd Street, Vernon, B.C.
Phone 545-0511 Fax 545-2741

A scale bar with markings at 0m, 5m, 10m, 15m, and 20m.

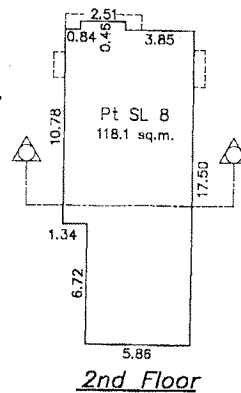
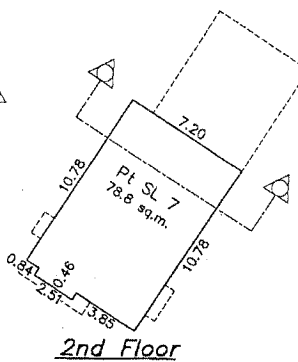
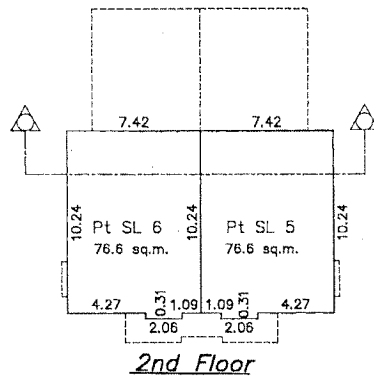
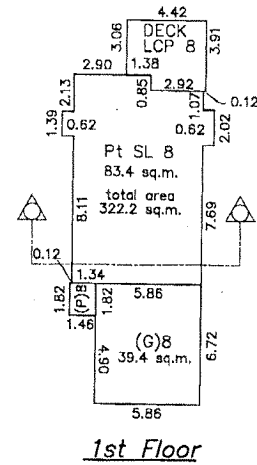
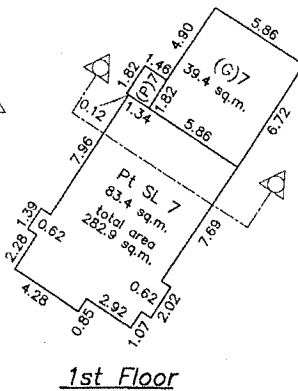
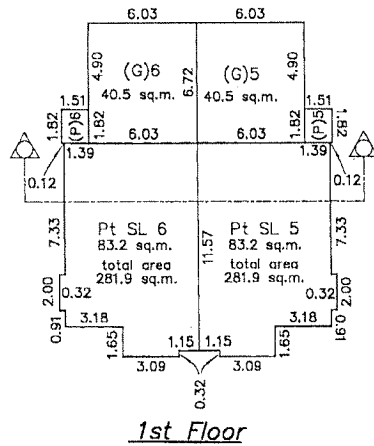
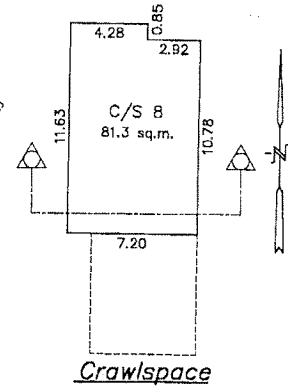
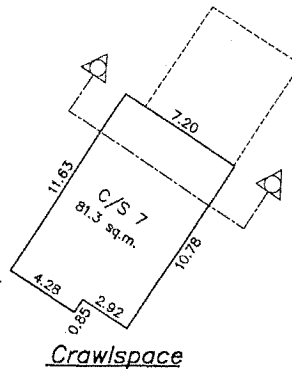
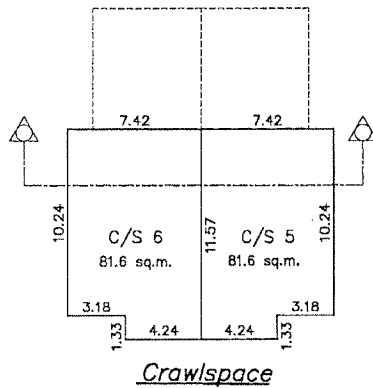
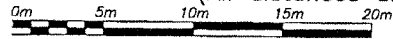


JS
JASON R. SHORTT, B.C.L.S.

STRATA LOTS 5-8.

STRATA PLAN KAS. 3663
PHASE 1

SCALE 1:250 (All distances are in metres)



LEGEND

BEARINGS ARE ASTRONOMIC AND ARE DERIVED FROM PLAN 24156.

SL DENOTES STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT
(P) DENOTES PORCH - LIMITED COMMON PROPERTY FOR STRATA LOT
(G) DENOTES GARAGE - PART OF STRATA LOT
PL DENOTES PART OF STRATA LOT
C/S DENOTES CRAWLSPACE - PART OF STRATA LOT

STRATA LOTS ARE TO CENTRE OF WALLS OR EQUIVALENT WHERE NO WALL EXISTS.

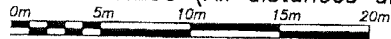
DATED THIS 20th DAY OF FEBRUARY, 2009.

FB 1174
File 25737

Jason R. Shortt
JASON R. SHORTT, B.C.L.S.

STRATA LOTS 1-8, SECTIONSSTRATA PLAN KAS 3663
PHASE 1

SCALE 1:250 (All distances are in metres)



Pt SL 2	Pt SL 1
Pt SL 2	Pt SL 1
C/S 2	C/S 1

Pt SL 4	Pt SL 3
Pt SL 4	Pt SL 3
C/S 4	C/S 3

Pt SL 6	Pt SL 5
Pt SL 6	Pt SL 5
C/S 6	C/S 5

Pt SL 7
Pt SL 7
C/S 7

Pt SL 8
Pt SL 8
C/S 8

LEGEND

BEARINGS ARE ASTRONOMIC AND ARE DERIVED FROM PLAN 24156.

SL DENOTES STRATA LOT
 Pt DENOTES PART OF STRATA LOT
 C/S DENOTES CRAWLSPACE - PART OF STRATA LOT

STRATA LOTS ARE TO CENTRE OF WALLS OR EQUIVALENT
WHERE NO WALL EXISTS.

DATED THIS 20th DAY OF FEBRUARY, 2009.

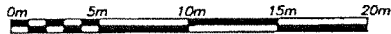
FB 1174
File 25737

JASON R. SHORTT, B.C.L.S.

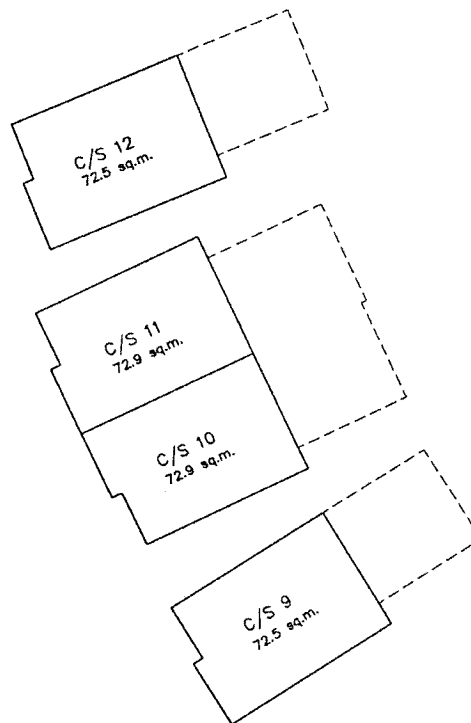
SCHEDULE 1-3
PHASE 2 STRATA PLAN

File 28785

**PROPOSED STRATA SUBDIVISION, PHASE 2 of
STRATA PLAN KAS3663, DL 62, ODYD.**
B.C.G.S. No. 82L.024
SCALE 1:250 (metres)



Crawlspaces

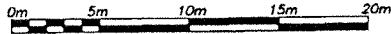


SL DENOTES STRATA LOT
(G) DENOTES GARAGE-PART OF STRATA LOT
PH DENOTES PART OF STRATA LOT
C/S DENOTES CRAWLSPACE - PART OF STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT

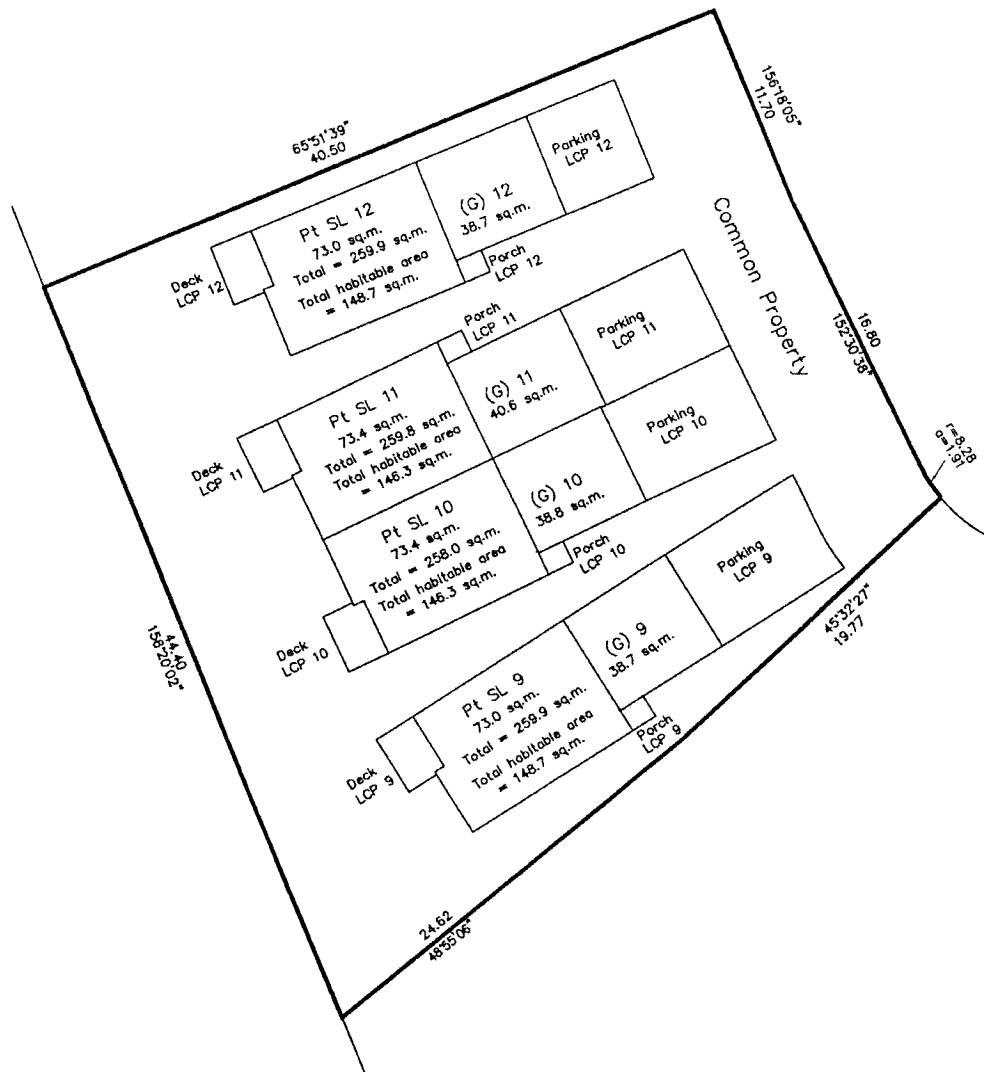
File 28785

RUSSELL N. SHORTT
British Columbia Land Surveyor
2801 32nd Street, Vernon, B.C.
Phone 545-0511 Fax 545-2741

**PROPOSED STRATA SUBDIVISION, PHASE 2 of
STRATA PLAN KAS3663, DL 62, ODYD.**
B.C.G.S. No. 82L.024
SCALE 1:250 (metres)



First Floor

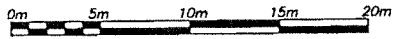


SL DENOTES STRATA LOT
(G) DENOTES GARAGE—PART OF STRATA LOT
Pt DENOTES PART OF STRATA LOT
C/S DENOTES CRAWLSPACE—PART OF STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT

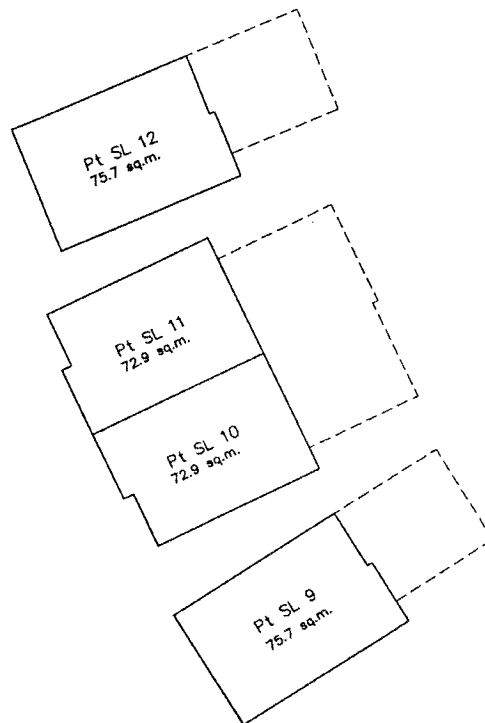
File 28785

RUSSELL N. SHORTT
British Columbia Land Surveyor
2801 32nd Street, Vernon, B.C.
Phone 545-0511 Fax 545-2741

**PROPOSED STRATA SUBDIVISION, PHASE 2 of
STRATA PLAN KAS3663, DL 62, ODYD.**
B.C.G.S. No. 82L.024
SCALE 1:250 (metres)



Second Floor



SL DENOTES STRATA LOT
(G) DENOTES GARAGE—PART OF STRATA LOT
Pt DENOTES PART OF STRATA LOT
C/S DENOTES CRAWLSPACE — PART OF STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY FOR STRATA LOT

File 28785

RUSSELL N. SHORTI
British Columbia Land Surveyor
2801 32nd Street, Vernon, B.C.
Phone 545-0511 Fax 545-2741

SCHEDULE 2
PHASED STRATA PLAN DECLARATION

Strata Property Act

FORM PA

AMENDED PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

COLLEGE PARK PROJECTS INC. declares:

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

PID: 004-277-635 Lot 5 District Lot 67 Osoyoos Division Yale District Plan 24156
Except Strata Plan KAS3663 (Phase 1);

2. That the plan of development is as follows:

- (a) Appendix "A" is attached setting out the number of phases in the order in which the phases will be deposited and specifying any common facility to be constructed in conjunction with a particular phase;*
- (b) a sketch plan is attached as Appendix "B" showing:*
 - (i) all the land to be included in the phased strata plan,*
 - (ii) the present parcel boundaries,*
 - (iii) the approximate boundaries of each phase, and*
 - (iv) the approximate location of the common facilities;*
- (c) Appendix "C" is attached setting out the estimated date for the beginning of construction and completion of construction of each phase;*
- (d) a statement of the unit entitlement of each phase and the total unit entitlement of the completed development is attached as Appendix "D";*
- (e) a statement of the maximum number of units and general type of residence or other structure to be built in each phase is attached as Appendix "E".*

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

Phase Number	Date [month, day, year]
Phase 1	Completed
Phase 2	October 1, 2017
Phase 3	October 1, 2018
Phase 4	October 1, 2019
Phase 5	October 1, 2020
Phase 6	October 1, 2021
Phase 7	October 1, 2022
Phase 8	October 1, 2023
Phase 9	October 1, 2024
Phase 10	October 1, 2025
Phase 11	October 1, 2026
Phase 12	October 1, 2027

College Park Projects Inc.
by its authorized signatory



Signature of Owner Developer *Charles Koo*

Date of Approval: *October 11*, 2017.



Signature of Approving Officer for the Corporation
of the City of Vernon *Ed Stranks*

APPENDIX "A"

Form P – Phased Strata Plan Declaration COLLEGE PARK PROJECTS INC.

Number of Phases and order in which the Phases will be deposited

Phase 1

Strata Lots 1 – 8

No Common Facility will be constructed within Phase 1 8 Strata Lots

Phase 2

Strata Lots 9 – 12

No Common Facility will be constructed within Phase 2 4 Strata Lots

Phase 3

Strata Lots 13 – 16

No Common Facility will be constructed within Phase 3 4 Strata Lots

Phase 4

Strata Lots 17 to 19

No Common Facility will be constructed within Phase 4 3 Strata Lots

Phase 5

Strata Lots 20 to 22

No Common Facility will be constructed within Phase 5 3 Strata Lots

Phase 6

Strata Lots 23 to 27

No Common Facility will be constructed within Phase 6 5 Strata Lots

Phase 7

Strata Lots 28 to 30

No Common Facility will be constructed within Phase 7 3 Strata Lots

Phase 8

Strata Lots 31 to 34

No Common Facility will be constructed within Phase 8 4 Strata Lots

Phase 9

Strata Lots 35 to 37

No Common Facility will be constructed within Phase 9 3 Strata Lots

Appendix A-2

Phase 10

Strata Lots 38 to 40

No Common Facility will be constructed within Phase 10

3 Strata Lots

Phase 11

Strata Lots 41 to 44

No Common Facility will be constructed within Phase 11

4 Strata Lots

Phase 12

Strata Lots 45 to 48

No Common Facility will be constructed within Phase 12

4 Strata Lots

APPENDIX "B"

Form P – Phased Strata Plan Declaration
COLLEGE PARK PROJECTS INC.

Sketch Plan attached

PLAN OF SCHEDULE 'A' OF FORM P
FOR STRATA TITLE SUBDIVISION OF
LOT 5, DL 67, PLAN 24156, O.D.Y.D.

BCCS 82L.024

SCALE 1:500

0m 10m 20m 30m 40m
All distances are in metres and decimals thereof

Scott Road

DL 67

LEGEND

- BEARINGS ARE AZIMUTHIC AND ARE DERIVED FROM PLAN 24156
- SL DENOTES STRATA LOT
- (C) DENOTES COMMON PROPERTY
- THIS PLAN SET UPON THE REGIONAL DISTRICT OF NORTH OREGON, AND THE VERNON NEIGHBOURHOOD AREA

CERTIFIED CORRECT THIS 12th DAY OF SEPTEMBER, 2017

J.R. BERRY, B.C.L.S.

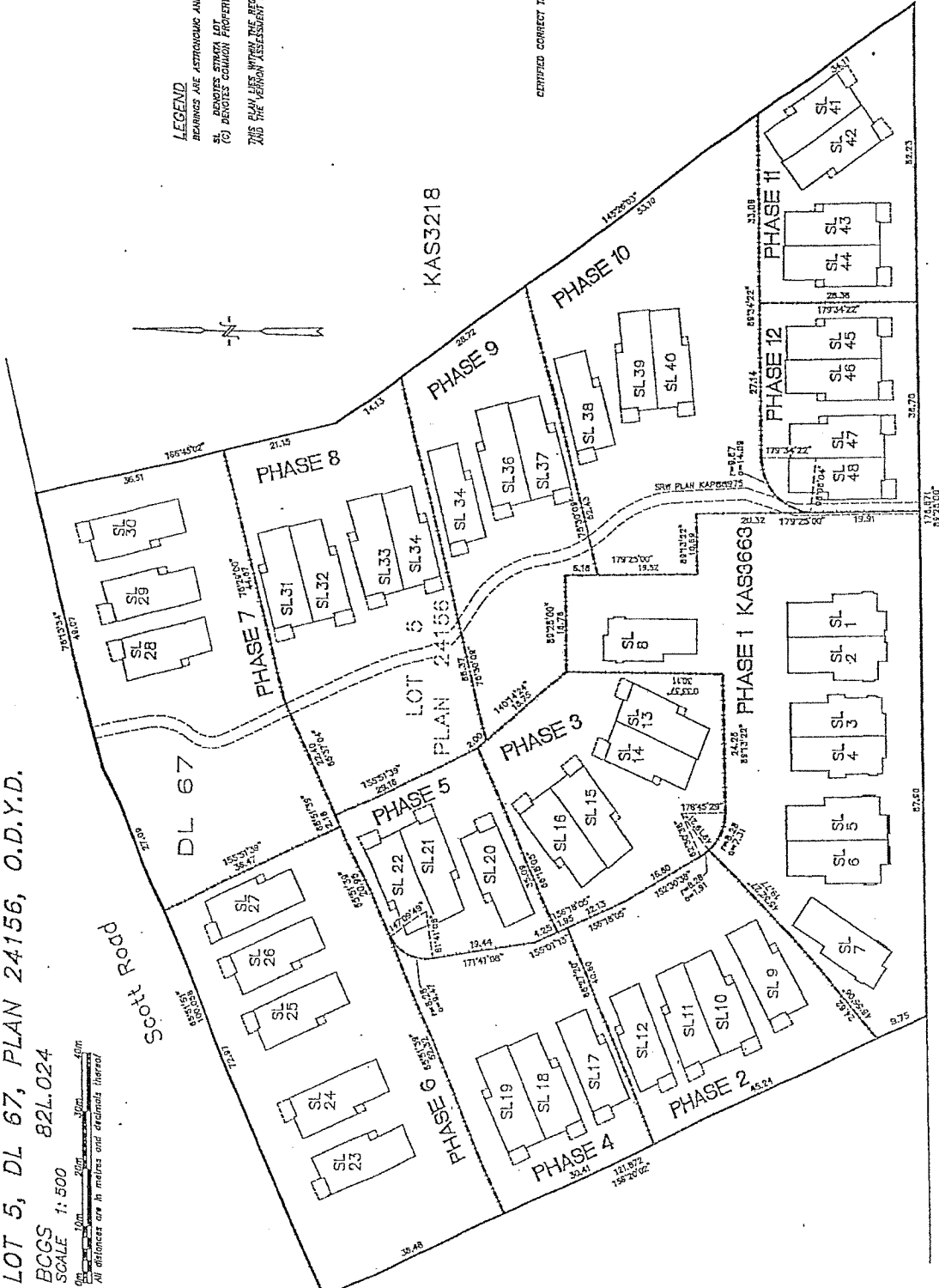
Tronson Road

PLAN 24156-2711

FILE No. 20765

19811214/141

RUSSELL N. SHARP
B.C. LAND SURVEYOR
3851-32nd STREET, VERNON, B.C. PH: 246-4511



APPENDIX "C"

Form P – Phased Strata Plan Declaration
COLLEGE PARK PROJECTS INC.

Estimated dates for Beginning Construction and Completion of Construction

Order of Phases	Estimated date for Commencement of Construction	Estimated date for Completion of Construction
Phase 1	September 1, 2013	Completed
Phase 2	October 1, 2017	September 30, 2018
Phase 3	October 1, 2018	September 30, 2019
Phase 4	October 1, 2019	September 30, 2020
Phase 5	October 1, 2020	September 30, 2021
Phase 6	October 1, 2021	September 30, 2022
Phase 7	October 1, 2022	September 30, 2023
Phase 8	October 1, 2023	September 30, 2024
Phase 9	October 1, 2024	September 30, 2025
Phase 10	October 1, 2025	September 30, 2026
Phase 11	October 1, 2026	September 30, 2027
Phase 12	October 1, 2027	September 30, 2028

APPENDIX "D"

Form P – Phased Strata Plan Declaration
COLLEGE PARK PROJECTS INC.

Unit Entitlement for each Phase

Phase 1 Unit Entitlement – Strata Lots 1 – 8

Strata Lot 1	1
Strata Lot 2	1
Strata Lot 3	1
Strata Lot 4	1
Strata Lot 5	1
Strata Lot 6	1
Strata Lot 7	1
Strata Lot 8	1
Total Unit Entitlement for Phase 1	8

Phase 2 Unit Entitlement – Strata Lots 9 – 12

Strata Lot 9	1
Strata Lot 10	1
Strata Lot 11	1
Strata Lot 12	1
Total Unit Entitlement for Phase 2	4

Phase 3 Unit Entitlement – Strata Lots 13 – 16

Strata Lot 13	1
Strata Lot 14	1
Strata Lot 15	1
Strata Lot 16	1
Total Unit Entitlement for Phase 3	4

Phase 4 Unit Entitlement – Strata Lots 17 – 19

Strata Lot 17	1
Strata Lot 18	1
Strata Lot 19	1
Total Unit Entitlement for Phase 4	3

Appendix D-2

Phase 5 Unit Entitlement – Strata Lots 20 – 22

Strata Lot 20	1
Strata Lot 21	1
Strata Lot 22	1
Total Unit Entitlement for Phase 5	3

Phase 6 Unit Entitlement – Strata Lots 23 – 27

Strata Lot 23	1
Strata Lot 24	1
Strata Lot 25	1
Strata Lot 26	1
Strata Lot 27	1
Total Unit Entitlement for Phase 6	5

Phase 7 Unit Entitlement – Strata Lots 28 – 30

Strata Lot 28	1
Strata Lot 29	1
Strata Lot 30	1
Total Unit Entitlement for Phase 7	3

Phase 8 Unit Entitlement – Strata Lots 31 – 34

Strata Lot 31	1
Strata Lot 32	1
Strata Lot 33	1
Strata Lot 34	1
Total Unit Entitlement for Phase 8	4

Phase 9 Unit Entitlement – Strata Lots 35 – 37

Strata Lot 35	1
Strata Lot 36	1
Strata Lot 37	1
Total Unit Entitlement for Phase 9	3

Appendix D-3

Phase 10 Unit Entitlement – Strata Lots 38 – 40

Strata Lot 38	1
Strata Lot 39	1
Strata Lot 40	1
Total Unit Entitlement for Phase 10	3

Phase 11 Unit Entitlement – Strata Lots 41 – 44

Strata Lot 41	1
Strata Lot 42	1
Strata Lot 43	1
Strata Lot 44	1
Total Unit Entitlement for Phase 11	4

Phase 12 Unit Entitlement – Strata Lots 45 – 48

Strata Lot 45	1
Strata Lot 46	1
Strata Lot 47	1
Strata Lot 48	1
Total Unit Entitlement for Phase 12	4

APPENDIX "E"

Form P – Phased Strata Plan Declaration COLLEGE PARK PROJECTS INC.

Maximum number of Units built in each Phase.

Phase 1

Strata Lots 1 to 8

Consisting of 3 Duplex buildings and 2 single buildings

Maximum number of units = 8

8 Strata Lots

Phase 2

Strata Lots 9 to 12

Consisting of 1 Duplex building and 2 single buildings

Maximum number of units = 4

4 Strata Lots

Phase 3

Strata Lots 13 to 16

Consisting of 2 Duplex buildings

Maximum number of units = 4

4 Strata Lots

Phase 4

Strata Lots 17 to 19

Consisting of 3 single buildings

Maximum number of units = 3

3 Strata Lots

Phase 5

Strata Lots 20 to 22

Consisting of 1 Duplex building and 1 single building

Maximum number of units = 3

3 Strata Lots

Phase 6

Strata Lots 23 to 27

Consisting of 5 single buildings

Maximum number of units = 5

5 Strata Lots

Phase 7

Strata Lots 28 to 30

Consisting of 3 single buildings

Maximum number of units = 3

3 Strata Lots

Appendix E-2

Phase 8

Strata Lots 31 to 34

Consisting of 2 Duplex buildings

Maximum number of units = 4

4 Strata Lots

Phase 9

Strata Lots 35 to 37

Consisting of 1 Duplex building and 1 single building

Maximum number of units = 3

3 Strata Lots

Phase 10

Strata Lots 38 to 40

Consisting of 1 Duplex building and 1 single building

Maximum number of units = 3

3 Strata Lots

Phase 11

Strata Lots 41 to 44

Consisting of 2 Duplex buildings

Maximum number of units = 4

4 Strata Lots

Phase 12

Strata Lots 45 to 48

Consisting of 2 Duplex buildings

Maximum number of units = 4

4 Strata Lots



Certified a true copy according to
the records of the Supreme Court
at Vancouver, B.C.

This, 13th day of October 2017

Authorized Signing Officer

PRISCILLA LEE

No. S178583
Vancouver Registry



IN THE SUPREME COURT OF BRITISH COLUMBIA

COLLEGE PARK PROJECTS INC.

PETITIONER

THE OWNERS, STRATA PLAN KAS3663
CITY OF VERNON

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE) THURSDAY, THE 5TH DAY OF
MR. JUSTICE SEWELL) OCTOBER, 2017

ON THE APPLICATION of the petitioner, coming on for hearing at the Law Courts at 800
Smithe Street, in the city of Vancouver, British Columbia, on October 5 2017, and on hearing Ian
M. Knapp, counsel for the petitioner, and no on appearing on behalf of the respondents although
duly served;

THIS COURT ORDERS that:

1. The approving officer of the city of Vernon grant to the petitioner approval of
amendments to its phased strata plan declaration with respect to a development located in
Vernon, British Columbia, in manner and form as provided in the amended phased strata
plan declaration appended as Schedule "A" to this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT
TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY
CONSENT.

Signature of Counsel for the Petitioner
Ian M. Knapp

By the Court

Registrar

SCHEDULE "A"

Strata Property Act

FORM PA

AMENDED PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

COLLEGE PARK PROJECTS INC. declares:

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

PID: 004-277-635 Lot 5 District Lot 67 Osoyoos Division Yale District Plan 24156
Except Strata Plan KAS3663 (Phase 1);

2. That the plan of development is as follows:

- (a) *Appendix "A" is attached setting out the number of phases in the order in which the phases will be deposited and specifying any common facility to be constructed in conjunction with a particular phase;*
- (b) *a sketch plan is attached as Appendix "B" showing:*
 - (i) *all the land to be included in the phased strata plan,*
 - (ii) *the present parcel boundaries,*
 - (iii) *the approximate boundaries of each phase, and*
 - (iv) *the approximate location of the common facilities;*
- (c) *Appendix "C" is attached setting out the estimated date for the beginning of construction and completion of construction of each phase;*
- (d) *a statement of the unit entitlement of each phase and the total unit entitlement of the completed development is attached as Appendix "D";*
- (e) *a statement of the maximum number of units and general type of residence or other structure to be built in each phase is attached as Appendix "E".*

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

Phase Number	Date [month, day, year]
Phase 1	Completed
Phase 2	October 1, 2017
Phase 3	October 1, 2018
Phase 4	October 1, 2019
Phase 5	October 1, 2020
Phase 6	October 1, 2021
Phase 7	October 1, 2022
Phase 8	October 1, 2023
Phase 9	October 1, 2024
Phase 10	October 1, 2025
Phase 11	October 1, 2026
Phase 12	October 1, 2027

Signature of Owner Developer

Date of Approval: _____, 2017.

Signature of Approving Officer for the Corporation
of the City of Vernon

APPENDIX "A"

Form P – Phased Strata Plan Declaration COLLEGE PARK PROJECTS INC.

Number of Phases and order in which the Phases will be deposited

Phase 1

Strata Lots 1 – 8

No Common Facility will be constructed within Phase 1

8 Strata Lots

Phase 2

Strata Lots 9 – 12

No Common Facility will be constructed within Phase 2

4 Strata Lots

Phase 3

Strata Lots 13 – 16

No Common Facility will be constructed within Phase 3

4 Strata Lots

Phase 4

Strata Lots 17 to 19

No Common Facility will be constructed within Phase 4

3 Strata Lots

Phase 5

Strata Lots 20 to 22

No Common Facility will be constructed within Phase 5

3 Strata Lots

Phase 6

Strata Lots 23 to 27

No Common Facility will be constructed within Phase 6

5 Strata Lots

Phase 7

Strata Lots 28 to 30

No Common Facility will be constructed within Phase 7

3 Strata Lots

Phase 8

Strata Lots 31 to 34

No Common Facility will be constructed within Phase 8

4 Strata Lots

Phase 9

Strata Lots 35 to 37

No Common Facility will be constructed within Phase 9

3 Strata Lots

Appendix A-2

Phase 10

Strata Lots 38 to 40

No Common Facility will be constructed within Phase 10

3 Strata Lots

Phase 11

Strata Lots 41 to 44

No Common Facility will be constructed within Phase 11

4 Strata Lots

Phase 12

Strata Lots 45 to 48

No Common Facility will be constructed within Phase 12

4 Strata Lots

APPENDIX "B"

Form P -- Phased Strata Plan Declaration
COLLEGE PARK PROJECTS INC.

Sketch Plan attached

PLAN OF SCHEDULE 'A' OF FORM P
FOR STRATA TITLE SUBDIVISION OF
LOT 5, DL 67, PLAN 24156, O.D.Y.D.

BCGS 82L.024

SCALE 1:500

0m 10m 20m 30m 40m
All distances are in metres and decimals thereof

Scott Road

DL 67

LEGEND

BEARINGS ARE ASTROMONG AND ARE DERIVED FROM PLAN 24156

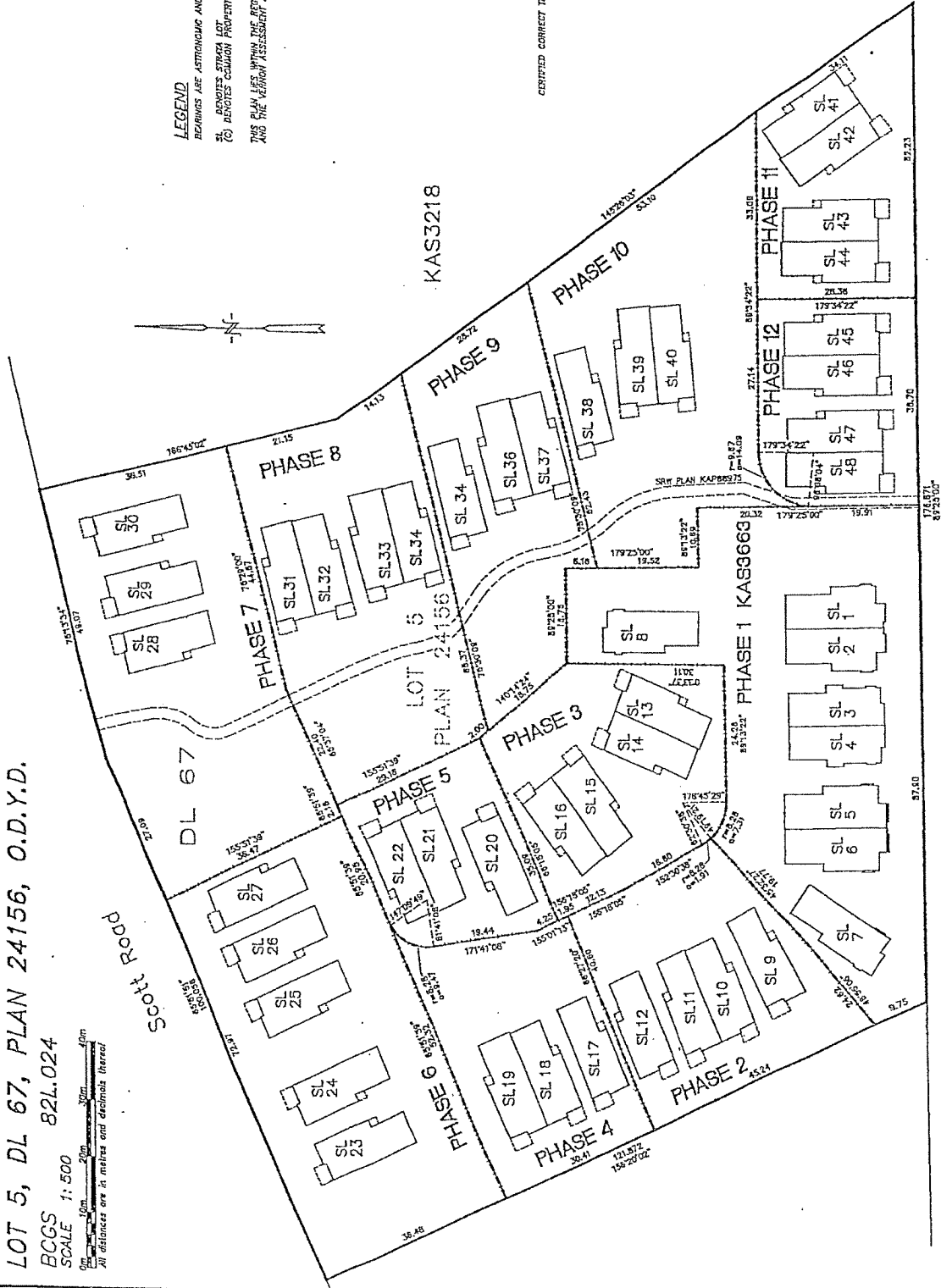
(S) CONVEYS STRATA LOT

(C) ADJOINS COMMON PROPERTY

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF NORTH OLANGLAN
AND THE VERMION ASSESSMENT AREA

CERTIFIED CORRECT THIS 12th DAY OF SEPTEMBER, 2017

J.A. STORM, B.E.S.



Tranter Road

PLAN 24156-2417
FILE NO. 24156
1/21/2017

RUSSELL M. SHOOT
Bella, Columbia Land Surveyor
2501-32nd STREET, VERMION, S.C. Phone 344-0311

APPENDIX "C"

Form P – Phased Strata Plan Declaration COLLEGE PARK PROJECTS INC.

Estimated dates for Beginning Construction and Completion of Construction

Order of Phases	Estimated date for Commencement of Construction	Estimated date for Completion of Construction
Phase 1	September 1, 2013	Completed
Phase 2	October 1, 2017	September 30, 2018
Phase 3	October 1, 2018	September 30, 2019
Phase 4	October 1, 2019	September 30, 2020
Phase 5	October 1, 2020	September 30, 2021
Phase 6	October 1, 2021	September 30, 2022
Phase 7	October 1, 2022	September 30, 2023
Phase 8	October 1, 2023	September 30, 2024
Phase 9	October 1, 2024	September 30, 2025
Phase 10	October 1, 2025	September 30, 2026
Phase 11	October 1, 2026	September 30, 2027
Phase 12	October 1, 2027	September 30, 2028

APPENDIX "D"

Form P – Phased Strata Plan Declaration
COLLEGE PARK PROJECTS INC.

Unit Entitlement for each Phase

Phase 1 Unit Entitlement – Strata Lots 1 – 8

Strata Lot 1	1
Strata Lot 2	1
Strata Lot 3	1
Strata Lot 4	1
Strata Lot 5	1
Strata Lot 6	1
Strata Lot 7	1
Strata Lot 8	1
Total Unit Entitlement for Phase 1	8

Phase 2 Unit Entitlement – Strata Lots 9 – 12

Strata Lot 9	1
Strata Lot 10	1
Strata Lot 11	1
Strata Lot 12	1
Total Unit Entitlement for Phase 2	4

Phase 3 Unit Entitlement – Strata Lots 13 – 16

Strata Lot 13	1
Strata Lot 14	1
Strata Lot 15	1
Strata Lot 16	1
Total Unit Entitlement for Phase 3	4

Phase 4 Unit Entitlement – Strata Lots 17 – 19

Strata Lot 17	1
Strata Lot 18	1
Strata Lot 19	1
Total Unit Entitlement for Phase 4	3

Appendix D-2

Phase 5 Unit Entitlement – Strata Lots 20 – 22

Strata Lot 20	1
Strata Lot 21	1
Strata Lot 22	1
Total Unit Entitlement for Phase 5	3

Phase 6 Unit Entitlement – Strata Lots 23 – 27

Strata Lot 23	1
Strata Lot 24	1
Strata Lot 25	1
Strata Lot 26	1
Strata Lot 27	1
Total Unit Entitlement for Phase 6	5

Phase 7 Unit Entitlement – Strata Lots 28 – 30

Strata Lot 28	1
Strata Lot 29	1
Strata Lot 30	1
Total Unit Entitlement for Phase 7	3

Phase 8 Unit Entitlement – Strata Lots 31 – 34

Strata Lot 31	1
Strata Lot 32	1
Strata Lot 33	1
Strata Lot 34	1
Total Unit Entitlement for Phase 8	4

Phase 9 Unit Entitlement – Strata Lots 35 – 37

Strata Lot 35	1
Strata Lot 36	1
Strata Lot 37	1
Total Unit Entitlement for Phase 9	3

Appendix D-3

Phase 10 Unit Entitlement – Strata Lots 38 – 40

Strata Lot 38	1
Strata Lot 39	1
Strata Lot 40	1
Total Unit Entitlement for Phase 10	3

Phase 11 Unit Entitlement – Strata Lots 41 – 44

Strata Lot 41	1
Strata Lot 42	1
Strata Lot 43	1
Strata Lot 44	1
Total Unit Entitlement for Phase 11	4

Phase 12 Unit Entitlement – Strata Lots 45 – 48

Strata Lot 45	1
Strata Lot 46	1
Strata Lot 47	1
Strata Lot 48	1
Total Unit Entitlement for Phase 12	4

APPENDIX "E"

Form P – Phased Strata Plan Declaration COLLEGE PARK PROJECTS INC.

Maximum number of Units built in each Phase.

Phase 1

Strata Lots 1 to 8

Consisting of 3 Duplex buildings and 2 single buildings

Maximum number of units = 8

8 Strata Lots

Phase 2

Strata Lots 9 to 12

Consisting of 1 Duplex building and 2 single buildings

Maximum number of units = 4

4 Strata Lots

Phase 3

Strata Lots 13 to 16

Consisting of 2 Duplex buildings

Maximum number of units = 4

4 Strata Lots

Phase 4

Strata Lots 17 to 19

Consisting of 3 single buildings

Maximum number of units = 3

3 Strata Lots

Phase 5

Strata Lots 20 to 22

Consisting of 1 Duplex building and 1 single building

Maximum number of units = 3

3 Strata Lots

Phase 6

Strata Lots 23 to 27

Consisting of 5 single buildings

Maximum number of units = 5

5 Strata Lots

Phase 7

Strata Lots 28 to 30

Consisting of 3 single buildings

Maximum number of units = 3

3 Strata Lots

Appendix E-2

Phase 8

Strata Lots 31 to 34

Consisting of 2 Duplex buildings

Maximum number of units = 4

4 Strata Lots

Phase 9

Strata Lots 35 to 37

Consisting of 1 Duplex building and 1 single building

Maximum number of units = 3

3 Strata Lots

Phase 10

Strata Lots 38 to 40

Consisting of 1 Duplex building and 1 single building

Maximum number of units = 3

3 Strata Lots

Phase 11

Strata Lots 41 to 44

Consisting of 2 Duplex buildings

Maximum number of units = 4

4 Strata Lots

Phase 12

Strata Lots 45 to 48

Consisting of 2 Duplex buildings

Maximum number of units = 4

4 Strata Lots

SCHEDULE 3
SCHEDULE OF UNIT ENTITLEMENT

Strata Property Act

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan KAS3663, being a strata plan of P.I.D. No. 004-277-635, Lot 5 District Lot 67 ODYD Plan 24156 Except Strata Plan KAS3663 (Phase 1)

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, *[name]*, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: *[month, day, year]*.

Signature

OR

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

OR

- ☐ (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

PHASE 2

Strata Lot No.	Sheet No.	Phase 2 Habitable Area in m ²	Phase 2 Unit Entitlement	%* of Total Unit Entitlement**
9	1,2,3,4	148.7	1	
10	1,2,3,4	146.3	1	
11	1,2,3,4	146.3	1	
12	1,2,3,4	148.7	1	
Total number of lots Phase 2: 4			Total unit entitlement Phase 2: 4	
Total number of lots previous phase: 8			Total unit entitlement of strata lots previous phase: 8	
Total number of strata lots: 12			Total unit entitlement of strata lots: 12	

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

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

Date: _____

COLLEGE PARK PROJECTS INC.
by its authorized signatory:

Per: _____
Charles Koo

SCHEDULE 4-1
PHASE 1 BUDGET AND STRATA FEES

SCHEDULE 4-1
CURRENT BUDGET & STRATA FEES
PH 1 Beachwalk Villas

5:37 PM

2017-10-27

Accrual Basis

Beachwalk Villas, Strata Plan KAS3663
Profit & Loss Budget Overview
September 2017 through August 2018

	Sep '17 - Aug '18
Ordinary Income/Expense	
Income	
Strata Income	21,661.21
Total Income	21,661.21
Gross Profit	21,661.21
Expense	
Bank Service Charges	120.00
Insurance Expense	4,820.00
Interest Expense	0.00
Landscaping and Groundskeeping	2,005.00
Office Supplies	240.00
Professional Fees	1,000.00
Repairs and Maintenance	330.00
Snow Removal	1,000.00
Utilities	4,000.00
Total Expense	13,515.00
Net Ordinary Income	8,066.21
Net Income	8,066.21

Strata Lot	Unit No.	Unit Entitlement	Annual Strata Fee	Monthly Strata Fee
1	2	1	\$2,115.24	\$176.27
2	3	1	\$2,115.24	\$176.27
3	4	1	\$2,115.24	\$176.27
4	5	1	\$2,115.24	\$176.27
5	8	1	\$2,115.24	\$176.27
6	9	1	\$2,115.24	\$176.27
7	10	1	\$2,115.24	\$176.27
8	1	1	\$2,115.24	\$176.27

SCHEDULE 4-2
PHASE 1 AND 2 INTERIM BUDGET AND STRATA FEES

PRIOR to Annual General Meeting to include PH2 (Units 12, 14, 16, 18)

INCOME		PH1	PH2
	Strata fees	\$21,681.21	\$8,460.96
EXPENSES			
	Bank charges	\$120.00	\$60.00
	Insurance	\$4,920.00	\$2,313.46
	Interest expense	\$0.00	\$0.00
	Landscaping & Grounds maintenance	\$2,005.00	\$1,002.50
	Office supplies	\$240.00	\$120.00
	Professional fees	\$1,000.00	\$500.00
	Repairs & maintenance	\$330.00	\$165.00
	Snow removal	\$1,000.00	\$500.00
	Utilities	\$4,000.00	\$2,000.00
	Total Expense	\$13,615.00	\$6,660.96
	Transfer to CRF	\$3,600.00	\$1,800.00
Net Income		\$4,466.21	\$0.00

STRATA FEE SCHEDULE

Phase 1 (Strata Lots 1-8)				
Strata Lot	Unit No.	Unit Entitlement	Annual Strata Fee	Interim Total Monthly Strata Fee
1	2	1	\$2,115.24	\$176.27
2	3	1	\$2,115.24	\$176.27
3	4	1	\$2,115.24	\$176.27
4	5	1	\$2,115.24	\$176.27
5	8	1	\$2,115.24	\$176.27
6	9	1	\$2,115.24	\$176.27
7	10	1	\$2,115.24	\$176.27
8	1	1	\$2,115.24	\$176.27

Phase 2 (Strata Lots 9-12)				
Strata Lot	Unit No.	Unit Entitlement	Annual Strata Fee	Interim Total Monthly Strata Fee
9	12	1	\$2,115.24	\$176.27
10	14	1	\$2,115.24	\$176.27
11	16	1	\$2,115.24	\$176.27
12	18	1	\$2,115.24	\$176.27

SCHEDULE 5
RENTAL DISCLOSURE STATEMENT

Strata Property Act

FORM J

RENTAL DISCLOSURE STATEMENT

(Section 139)

Re: Lot 5, District Lot 67, Osoyoos Division Yale District, Plan 24156

- 1 The development described above includes 48 residential strata lots.
- 2 The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

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

Description of Strata Lot <i>[strata lot number as shown on strata plan]</i>	Date Rental Period Expires <i>[month, day, year]</i>
Nil	N/A

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

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

Description of Strata Lot <i>[strata lot number as shown on strata plan]</i>	Date Rental Period Expires <i>[month, day, year]</i>
Strata Lots 1 to 48 inclusive	JANUARY 1, 2108

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

Date: October____, 2008.

College Park Projects Inc.
By its authorized signatory

Signature of Owner/Developer

SCHEDULE 6
PURCHASE AGREEMENT

CONTRACT OF PURCHASE AND SALE – BEACHWALK VILLAS PHASE 2

"Seller"

College Park Projects Inc.
128 -1700 West 75th Avenue
Vancouver BC. V6P6G2

Proposed
Strata Lot #: _____ Model # _____
Street
Address: Unit ____ 6635 Tronson Road, Vernon, B.C. V1H 2K4

"Prepared By" _____ of _____

"Buyer" Name _____

Name _____

Address _____

Telephone (Home) _____ (Work) _____

Fax _____ Email _____

SIN # _____ Buyer is a Resident of (country) _____

"Property" The Property consists of the proposed Strata Lot # and Model # identified above in Phase 2 of the residential development (the "Development") known as Beachwalk Villas constructed or to be constructed on lands located in the City of Vernon and legally described as: PID: 004-277-635 Lot 5 District Lot 67 Osoyoos Division Yale District Plan 24156 Except Strata Plan KAS3663 (Phase 1), as more particularly described in the Disclosure Statement hereinafter referred to.

"Purchase Price" \$ _____ (excluding GST)

"Deposit" \$ _____ paid upon execution of this Contract by the Buyer and presentation of this Contract to the Seller for acceptance. The Deposit will be delivered to _____ and held in trust in accordance with the provisions of the *Real Estate Services Act*.

The Buyer acknowledges receipt of the following:

- (a) Phase Disclosure Statement dated January ____, 2018, in accordance with Section 15 of Schedule A to this Contract;
- (b) a copy of the Plans for the Model # identified above attached as Schedule B to this Contract; and,
- (c) a copy of the Specifications & Features for the Model # identified above attached as Schedule C to this Contract.

The Buyer hereby offers to purchase the Property for the Purchase Price and on the terms and conditions contained in this Contract and any addenda thereto, including the terms and conditions set out in Schedules A, B and C to this Contract which form part of and are hereby incorporated into this Contract.

The Buyer's offer contained herein is open for acceptance until _____ pm on _____, 20____. Upon acceptance by the Seller of the Buyer's offer contained herein, this Contract will become a binding agreement for the purchase and sale of the Property in accordance with the terms and conditions contained in this Contract. This Contract may be executed and delivered in counterparts and by facsimile.

DATED: _____, 20____.

WITNESS: _____
Signature (Witness)_____
Signature (Buyer)_____
Print Name (Witness)_____
Signature (Buyer)

College Park Projects Inc., hereby accepts the Buyer's offer contained herein and agrees to sell the Property to the Buyer in accordance with the terms and conditions contained in this Contract.

DATED: _____, 20____.

College Park Projects Inc.

Per: _____

C5116/0000/00299861.6

Seller	Buyers Initials	

SCHEDULE A

ADDITIONAL TERMS AND CONDITIONS

1. Deposit. In the event the Buyer fails to pay all or any portion of 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. There shall be no interest payable by the Seller to the Buyer on the Deposit.
2. Completion Date. The Buyer will pay the balance of the Purchase Price by solicitor's trust cheque or certified cheque on the date (the "Completion Date") to be established by the Seller or the Seller's solicitors by written notice to the Buyer or the Buyer's solicitors, provided that the Completion Date will not be prior to the date on which an Occupancy Permit for the Property has been issued by the City of Vernon (the "City"), and provided further that the Seller or the Seller's solicitors will give to the Buyer or the Buyer's solicitors not less than 14 days' notice of the Completion Date. The notice of the Completion Date delivered to the Buyer or the Buyer's solicitors may be based on the Seller's estimate as to when an Occupancy Permit for the Property will have been issued by the City, and if on the Completion Date so established an Occupancy Permit has not been issued, then the Seller may delay the Completion Date from time to time as required by the Seller until an Occupancy Permit has been issued, by notice of such delay to the Buyer or the Buyer's solicitors, provided that the Seller will give the Buyer or the Buyer's solicitors not less than 24 hours notice of such extended Completion Date. If the Completion Date has not occurred by _____, 20____ (the "**Outside Completion Date**"), this Contract may be terminated by the Buyer or the Seller unless the parties agree in writing to extend. Notwithstanding any other provision of this Contract, if the Seller is delayed from completing construction of the Property as a result of any event or circumstance whatsoever beyond the reasonable control of the Seller, then the Outside Completion Date will be extended for a period equivalent to such period of delay.
3. Possession and Adjustments. The Buyer will have vacant possession of the Property on the day following the Completion Date after payment of the Purchase Price, free from all encumbrances except those contemplated in the Disclosure Statement, encumbrances pursuant to the original Crown Grant or any applicable statutory provision and financial encumbrances (including claims of builders lien) to be discharged as set out in section 10 below. The Buyer will assume all taxes, rates, assessments and other charges from and including the Completion Date and all adjustments will be made as of the Completion Date. If the amount of any such taxes, rates or assessments have been levied in respect of a parcel greater than the Property, the portion thereof which shall be allocated to the Property will be determined by prorating the total amount among all lots in that part of the Development for which the same have been levied on the basis of the applicable fair market value as determined by the Seller in each case.
4. Minor Discrepancies. The Buyer acknowledges and agrees that the Plans attached as Schedule B to this Contract, and the Specifications and Features attached as Schedule C to this Contract, may be varied to a minor extent in the reasonable discretion of the Seller, and that the as-built area and dimensions of the Property may vary to a minor extent from what is shown on the Plans attached as Schedule B to this Contract. The Seller represents and warrants that the floor area of the Property will be no more than 5% smaller than indicated in the Plans attached as Schedule B to this Contract. If the floor area of the Property is more than 5% smaller, then the Purchase Price will be reduced by a percentage equal to the number of percent by which the floor area of the Property is more than 5% smaller.
5. Inspection. If requested by the Buyer, the Buyer will be entitled to inspect the Property with a representative of the Seller at a reasonable time prior to the Completion Date determined by the Seller. At such time, the parties will prepare and sign a conclusive list of any defects and deficiencies and the date following the Completion Date by which defects and deficiencies are to be remedied. The Seller will promptly repair or remedy any such defects and deficiencies by the stated date for completion thereof, and the Buyer will not be entitled to hold back any portion of the Purchase Price in respect of such defects or deficiencies. In all other respects the Buyer will be deemed to have accepted the physical condition of the Property as of the Completion Date.
6. Occupancy Permit. The Seller shall, prior to the Completion Date, provide the Buyer with a copy of the Occupancy Permit issued by the City in respect of the Property.
7. Builders Lien Holdback. The Seller agrees that 7% of the Purchase Price shall be held back from the Seller's proceeds by the Seller's solicitors for a period of 56 days from the date of issuance of the Occupancy Permit or the date on which the Purchaser takes possession of the Property, whichever is first to occur, and the holdback will be released to the Seller after a satisfactory lien search.
8. New Home Warranty. The Seller represents and warrants that the Property is covered by home warranty insurance underwritten by Pacific New Home Warranty, which coverage provides for the coverage required pursuant to Schedule 3 of the *Home Owner Protection Act Regulation of British Columbia*.
9. Residency of Seller. The Seller represents and warrants that it is not, and that on the Completion Date it will not be, a non-resident of Canada within the meaning of the *Income Tax Act of Canada*.
10. Completion. The Buyer's solicitors will prepare and deliver the required Transfer and Statement of Adjustments to the Seller's solicitors at least five days prior to the Completion Date. The Seller will not be required to execute or deliver any other agreements, transfer documents, certificates, statutory declarations or assurances whatsoever.

Following the delivery of such documents to the Seller, the Seller will execute, or cause to be executed, and deliver to the Buyer's solicitors the Transfer and the Statement of Adjustments on the undertaking of the Buyer's solicitors to pay to the Seller's solicitors the balance of the

Seller	Buyers Initials

adjusted Purchase Price on the Completion Date by way of a solicitors trust cheque, forthwith upon receipt of a satisfactory post-registration index search in accordance with this Contract, or to return such documents unregistered. If the Buyer is relying on a new mortgage against the Property 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 submitting the Transfer and new mortgage for registration at the Land Title Office, but only if before making such filing the Buyer has (a) made available to the Buyer's solicitors for tender to the Seller the adjusted Purchase Price less the amount of net mortgage proceeds secured by the new mortgage; (b) fulfilled all the new mortgagee's conditions for funding except submitting the new mortgage for registration; and (c) made available to the Seller, the undertaking of the Buyer's solicitors to pay the adjusted Purchase Price on submitting the Transfer and new mortgage for registration and the advance by the new mortgagee of the new mortgage proceeds and his/her undertaking to withdraw or cause the withdrawal of the Transfer and new mortgage if for any reason he/she fails to pay the adjusted Purchase Price on the Completion Date.

The Buyer acknowledges and agrees that the transfer of title to the Property may be subject to various financial encumbrances (collectively the "Seller's Financial Encumbrances") relating to the Seller's financing for the Development, provided that the Seller's solicitors undertake to cause to be registered in the Land Title Office a partial discharge of the Seller's Financial Encumbrances insofar as they charge the Property within a reasonable time after receiving the balance of the adjusted Purchase Price payable to the Seller on closing and to advise the Buyer's solicitors of registration particulars of such partial discharge(s) when available. The parties acknowledge and agree that the foregoing undertakings relating to the partial discharge of the Seller's Financial Encumbrances shall be the only undertakings with respect thereto.

11. Risk. The Property will be at the Seller's risk until 12:01 a.m. on the Completion Date and thereafter at the Buyer's risk.
12. Time. Time will be of the essence of this Contract and will remain of the essence notwithstanding the extension of any of the dates herein. Unless the balance of the adjusted Purchase Price is paid by the Buyer to the Seller as and when due, the Seller may at its option cancel this Contract by written notice to the Buyer, and in such event the Deposit will be absolutely forfeited to the Seller as liquidated damages, the parties agreeing that the same constitutes a genuine pre-estimate of damages, without prejudice to any other right or remedy that the Seller may have against the Buyer. If the Buyer or the Buyer's solicitors indicates or expresses to the Seller or the Seller's solicitors, on or before the Completion Date, that the Buyer is unable or unwilling to complete the purchase of the Property on the terms and conditions contained in this Contract, the Seller will be relieved of any obligation to make any formal tender upon the Buyer or the Buyer's solicitors.
13. Costs/GST. The Buyer will pay all taxes, costs and expenses in connection with the completion of the sale and purchase of the Property (including any GST or Property Transfer Tax payable) other than (i) the costs of the Seller incurred in clearing title to the Property of the Seller's Financial Encumbrances. If the Buyer is: (a) an incorporated Company, or (b) an individual who is an investor but will not be residing in the Property as a personal residence and is registered for GST purposes on the Completion Date and provides the Seller on or before the Completion Date with a certificate as to the Buyer's GST registered status in the form required by the Seller, and, if an individual investor, with a Statutory Declaration stating that the Buyer will not be using the Property for purposes of a residence, the Buyer shall be entitled to self-assess the GST payable if lawfully permitted and, in such event, the Buyer will account directly to the applicable taxing authority in respect thereof and the Seller shall have no responsibility therefor.
14. Restriction on Assignment. This Contract (a) must not be assigned by the Buyer without the prior written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee. An assignment will not release or discharge the Buyer from any of the Buyer's duties or obligations under this Contract, even if this Contract is subsequently amended.
15. Receipt for Disclosure Statement. The Buyer acknowledges that the Buyer has received a copy of and has been given an opportunity to read the Disclosure Statement and any amendments filed up to the date of this Contract and that this Contract constitutes a receipt in respect thereof. The Buyer has also had the opportunity to ask questions of, and receive answers from the Seller concerning the Development, and to obtain such additional information necessary to verify the accuracy of the information contained in the Disclosure Statement in order for the Buyer to evaluate the merits and risks of the purchase of the Property.

Buyers Initials	

16. Notices. Any notice to be given to the Buyer, including any amendment to the Disclosure Statement, will be well and sufficiently given if mailed to the Buyer, postage prepaid, or delivered by hand or transmitted by telecopy to the Buyer at the address set out above or to the Buyer's solicitors at their office and any such notice shall be deemed to have been received if delivered or transmitted, when delivered or transmitted and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing.
17. Major Outside Event. The parties agree that if (i) any act of God, accident or other event beyond the reasonable control of the Seller, or (ii) any condition discovered within the Development or in the vicinity of the Development, including, without limitation, any soil or environmental condition, or (iii) any action or step taken by any applicable governmental or regulatory authority, renders it impossible or not reasonably feasible or economical for the Seller to perform its obligations under this Contract, the Seller may terminate this Contract upon written notice to the Buyer, upon which the Seller will return the Deposit to the Buyer.
18. Buyer's Conditions. This contract is subject to the Buyer's conditions, if any, set forth in the addendum to this Contract. Each condition must be waived in writing by the buyer on or before the date specified. If any conditions are not waived by the buyer on or before the specified date this contract will terminate and the deposit will be returned to the buyer under provisions of the *Real Estate Services Act*.
19. Agency Disclosure. The Buyer acknowledges that there is no agency relationship between him, her or them with Bill Hubbard and/or Century 21 Executives Realty Ltd. and that Bill Hubbard and Century 21 Executives Realty Ltd. represent the sole interests of the Seller. The Buyer acknowledges that he, she or they have been advised to get independent market, accounting and legal advice with respect to this Contract and the transaction contemplated in this Contract.
20. Personal Information. The Buyer hereby consents to the collection, use and disclosure of personal information contained in this Contract and any addendum hereto, and otherwise collected by or on behalf of the Seller and its agents, affiliates and service providers, for the purposes

Seller	Buyers Initials	

of (a) completing the transaction contemplated in this Contract; (b) facilitating the completion of the Development; and (c) disclosing such personal information to the Seller's affiliates, business partners, bankers, lawyers, accountants and other advisors and consultants in furtherance of the foregoing purposes

21. Miscellaneous Agreements. (a) This Contract is the entire agreement between the parties and there are no representations, warranties, conditions or collateral agreements, express or implied, whether made by the Seller, any agent, employee or representative of the Seller or any other person including, without limitation, arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations or renderings provided to the Buyer or made available for his viewing, other than those contained herein or in the Disclosure Statement. (b) This Contract will be governed by and construed in accordance with the laws of British Columbia. (c) If the Buyer is comprised of more than one person, the covenants and obligations of all parties comprising the Buyer are joint and several. (d) This Agreement may not be amended except by way of addendum in writing signed by both the Seller and the Buyer. (e) The Seller and the Buyer will each deliver to the other all such other further documents and assurances and do all such further acts as may be required in order to give full effect to the intent and meaning of this Contract. (f) This Contract will be binding upon the Seller and the Buyer and their respective heirs, executors, administrators, successors and permitted assigns.

Seller	Buyers Initials	

SCHEDULE B
PLANS FOR MODEL # _____

Seller	Buyers Initials	

SCHEDULE C
SPECIFICATIONS AND FEATURES FOR MODEL # _____

Seller	Buyers Initials	

SCHEDULE 7
AMENDED BYLAWS

Strata Property Act
Form I
AMENDMENTS TO BYLAWS
(Section 128)

The Owners, Strata Plan 3663 certify that the attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at a general meeting held on 21 November 2011.

1. **RESOLVED** by a 3/4 vote of the Owners of KAS 3663 that the bylaws be amended by deleting the text for Bylaw 1 – Payment of strata fees, and replacing it with the following:

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. An owner must pay strata fees assessed in respect of the owner's strata lot in one of the following ways:
 - (a) prepaid in advance for the fiscal year of the Strata Corporation to which the strata fee assessments relate; or
 - (b) by a series of 12 cheques post-dated to the first day of each month of each fiscal year of the Strata Corporation for which the strata fees have been assessed from time to time; or
 - (c) by monthly direct electronic fund transfer.
- (2) The Strata Corporation may charge interest on overdue strata fees at a rate not to exceed 10% per annum compounded annually, or such other rate of interest as may be allowed by regulations passed from time to time under the *Strata Property Act* (the "Act") and when interest is charged as aforesaid the owner of the strata lot in respect of which strata fees are overdue shall pay interest as aforesaid to the Strata Corporation in addition to the overdue strata fees, calculated from the date or dates upon which the overdue strata fees were payable to the date or dates upon which the overdue strata fees are paid.
- (3) If an owner fails to pay strata fees for any month by the first day of that month or if a cheque issued by the owner to the Strata Corporation for payment of any monthly strata fee is returned marked "NSF", the Strata Corporation shall levy a fine against that owner of not less than \$25.00 for each such default.
- (4) A unit owner in default of the payment of common expenses, strata fees, special levies, interest, fines, and any other amounts owing pursuant to the Strata Property act (the "Arrears") shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such Arrears, including legal costs, comprised of fees, taxes and disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

For the purposes of section 133(2) of the Strata Property Act, "reasonable costs of remedying the Contravention" of the strata corporation's bylaws or rules shall be interpreted to include, but not be limited to, legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

Any legal costs or expenses incurred by the strata corporation to collect any Arrears shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal expenses are

(1) The Strata Corporation may fine an owner or tenant a maximum of:

- (a) \$200 for each contravention of a bylaw; and
- (b) \$50 for each contravention of a rule.

(2) The Strata Corporation may sue, in Small Claims Court, for monies owed to the Strata Corporation, without requiring the authority of a resolution requiring a $\frac{3}{4}$ vote at a general meeting.

6. **RESOLVED** by a $\frac{3}{4}$ vote of the Owners of KAS 3663 that the bylaws be amended by renumbering Bylaw 28 Order of Business such that the current text is (1) (a) through (n) and adding the following:

(2) If within 15 minutes from the time appointed for an annual special general meeting, a quorum is not present, those eligible voters, present in person or by proxy will constitute a quorum and the meeting will proceed.

7. **RESOLVED** by a $\frac{3}{4}$ vote of the Owners of KAS 3663 that the bylaws be amended by creating a DIVISION 8 – Local Bylaws, and adding the following as Bylaw 31;

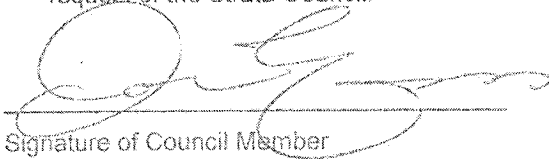
Insurance and deductibles

31 (1) No owner may commence or proceed with an insurance claim that may affect, or result in a claim on the common insurance policy held by the Strata Corporation without first obtaining the written consent of the council. Any and all personal insurance claims must be reported to council even if the claim is not anticipated to affect the common insurance policy.

(2) The payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance is a common expense to be contributed to by means of strata fees calculated in accordance with Sections 99(2) or 100(1) of the Act.

(3) The previous subsection does not limit the capacity of the Strata Corporation to sue, under Bylaw 34, an owner in order to recover the deductible portion of an insurance claim, if the owner is responsible for the loss or damage that gave rise to the claim.

(4) Damage to personal property of an owner, tenant or occupant of the Strata Lot, together with any upgrading, substituting or improvements or betterments to the Strata Lot that have been made or acquired by the present owner from those originally installed, shall be the responsibility of the owner, and shall be insured against by the owner, tenant and/or occupant. An owner shall provide proof of such insurance to the Strata Corporation, upon request of the Strata Council.



Signature of Council Member



Signature of Second Council Member

* Section 128(3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

Strata Property Act
Form 1
AMENDMENTS TO BYLAWS
(Section 128)

The Owners, Strata Plan **KAS 3663** certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at a general meeting held on *November 26, 2014*.

RESOLUTION:

BE IT RESOLVED BY "3/4 VOTE" that bylaw 3(3)(a) shall be added to read as follows:

"Bylaw 3(3)(a) A resident or visitor must ensure that dogs are leashed or otherwise secured to their property and all animals are in the presence of a responsible person and controlled when on common property or on land that is a common asset."



Signature of Council Member



Signature of Council Member

* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

SCHEDULE 8
INSURANCE POLICY



Residential Strata Program Declarations

Name of Insured & Mailing Address:

The Owners of Strata Plan KAS3663
8 - 6635 Tronson Road
Vernon, BC V1H 2K4

Name of Broker & Mailing Address:

CMW Insurance Services Ltd.
700 - 2025 Willingdon Avenue
Burnaby, BC V5C 0J3
Tel: 604-294-3301 Fax: 604-294-3003
cmwinsurance.com

Location(s) of Risk: 6635 Tronson Road
Vernon, BC V1H 2K4

Policy Period: December 21, 2017 to December 21, 2018
Both dated to 12:01 am Standard Time at the address of the Insured.

Total Premium: \$4,447.

In return for the payment of the premium and subject to all the terms of this policy, the Insurers listed herein agree to provide the insurance as stated in this policy, subject to all the conditions, exclusions and stipulations contained in the forms attached. Insurance is provided for any of those coverages for which forms are attached and specific amounts of insurance are stated, subject to any applicable Sum Insured, Limits of Liability or Limit of Insurance.

A. PROPERTY

New Policy No. CMW MK0374
Insurance Company:

Form No. CMWM-JANUARY-01-2017
As per Schedule of Subscribing Insurers attached

Sum Insured	Description of Coverages	Settlement Basis	Co-insurance Basis
\$2,300,000.	Property of Every Description Per Occurrence	Replacement Cost	90%
Not Covered	Business Interruption		
\$2,300,000.	Earthquake - Annual Aggregate		
\$2,300,000.	Flood - Annual Aggregate		

Special Conditions:

Extended Replacement Cost: 30% Subject to an appraisal being filed with the insurers and dated within 12 months prior to the effective date of the policy.

Deductible Amounts:

All Losses \$2,500 except: Water Damage \$5,000; Sewer Back-up \$5,000; Residential Glass Breakage \$100; Master Key Coverage \$250; Lock and Key Coverage \$250; Earthquake 10%, minimum \$100,000; Flood \$25,000

Loss Payable To:

The Condominium Corporation, subject to the Strata Property Act or similar statute in the province of jurisdiction

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Name of Insured: The Owners of Strata Plan KAS3663

Policy Period: December 21, 2017 to December 21, 2018
Both dated to 12:01 am Standard Time at the address of the Insured.

B. EQUIPMENT BREAKDOWN

Master Policy No. 8606046
Insurance Company:

Certificate No. CMW BZK0377
Zurich Insurance Company Ltd
Suite 900 - 888 Dunsmuir Street
Vancouver, BC V6C 3K4
\$500.
The Condominium Corporation, subject to the Strata Property
Act or similar statute in the province of jurisdiction

Deductible (Section B):
Loss Payable:

Limit of Insurance

\$2,300,000.

Not Covered

Included

Description of Coverages

Equipment Breakdown Form ZC 6307 U (08/12), By-laws Included
Time Element - Business Income Loss
\$100,000. Extra Expense

C. GENERAL LIABILITY MAX

Master Policy No. 501177358
Insurance Company:

Certificate No. CMW LK0379
Intact Insurance Company
1200, 321 – 6th Avenue SW
Calgary, AB T2P 4W7

Deductibles (Section C):

\$1,000. Bodily Injury Each Event,
Bodily Injury Deductible shall be waived on the first bodily injury loss/claim if there is no prior
bodily injury loss within 5 years from the effective date of the coverage term.
\$1,000. Property Damage Each Event
\$1,000. Tenants' Legal Liability

Limits of Liability

\$10,000,000.

\$10,000,000.

\$10,000,000.

\$10,000,000.

\$10,000.

\$250,000.

\$10,000,000.

\$50,000.

\$300,000.

\$300,000.

Description of Coverages

Bodily Injury, Personal Injury and Property Damage Liability –
Each Accident or Occurrence Limit
Products - Completed Operations – Aggregate Limit
Personal Injury – Aggregate Limit
Advertising Injury Liability – Aggregate Limit
Medical Payments – Each Person
Tenants Legal Liability – Any One Accident
Non-Owned Automobile Coverage
Voluntary Compensation Extension (2/3 of Employee's Weekly Wage, but not exceeding \$500 per
week and set at \$500 per week for Volunteer Workers)
Employee Benefits – Aggregate Limit
Employee Benefits – Each Employee

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Name of Insured: The Owners of Strata Plan KAS3663

Policy Period: December 21, 2017 to December 21, 2018
 Both dated to 12:01 am Standard Time at the address of the Insured.

D. STRATA CORPORATION DIRECTORS & OFFICERS LIABILITY

Master Policy No. 501185130:
 Insurance Company:

Certificate No. CMW DK0382
 Intact Insurance Company
 1200, 321 – 6th Avenue SW
 Calgary, AB T2P 4W7
 Claims Made
 Nil

Coverage Basis:
 Deductible:

Limits of Liability
 \$5,000,000.

Not Covered

Description of Coverages

Directors & Officers Liability (Errors & Omissions)
 Per Wrongful Act and Annual Aggregate
 Professional Liability Extension for Property Manager Per Wrongful Act and
 Annual Aggregate (Form D223)

Contingent Coverage Extension Endorsement - Property Manager as Additional
 Insured. Professional Liability Extension only applies to matters arising out of the
 management of the specified Strata

E. CRIME

Master Policy No. 501177358
 Insurance Company:

Certificate No. CMW LK0379
 Intact Insurance Company
 1200, 321 – 6th Avenue SW
 Calgary, AB T2P 4W7
 Nil.

Deductible (Section E):

Limits of Liability
 \$5,000.

\$10,000.

Description of Coverages

Broad Form Money and Securities - Loss Inside and Outside Premises,
 Depositors Forgery
 Employee Dishonesty Coverage - Form A,
 Commercial Blanket Bond

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Name of Insured: The Owners of Strata Plan KAS3663

Policy Period: December 21, 2017 to December 21, 2018
Both dated to 12:01 am Standard Time at the address of the Insured.

F. POLLUTION LIABILITY

Master Policy No. 8605019
Insurance Company:

Certificate No. CMW ZK0379
Zurich Insurance Company Ltd
Suite 900 – 888 Dunsmuir Street
Vancouver, BC V6C 3K4
\$10,000. Each Pollution Event

Deductible (Section F):

Limits of Liability

\$1,000,000.

\$5,000,000.

Description of Coverages

Each Pollution Event

Aggregate (Master) Policy Limit

G. TERRORISM AND SABOTAGE

Master Policy No. (T3) LMA 3030
Deductible (Section G):

Not Applicable
Not Covered

Sum Insured

Not Covered

Not Covered

Description of Coverages

Per Occurrence

Aggregate

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Name of Insured: The Owners of Strata Plan KAS3663

Policy Period: December 21, 2017 to December 21, 2018
Both dated to 12:01 am Standard Time at the address of the Insured.

H. VOLUNTEER ACCIDENT

Master Policy No. SG50081001
Deductible (Section H):

Not Applicable
Not Covered

Principal Sum
Not Covered

Description of Coverages
Accidental Death and Dismemberment - Not Covered

I. INTELLECT PRIVACY & DATA BREACH

Master Policy No. INT79848099
Insurance Company:

Certificate No.: CMW IK0156
The Sovereign General Insurance Company
1400, One York Street
Toronto, ON M5J 0B6
Nil

Deductible (Section I):

Limits of Liability
\$50,000.
\$10,000.

Description of Coverages
Privacy Breach Liability
Privacy Breach Expense

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Name of Insured: The Owners of Strata Plan KAS3663

Policy Period: December 21, 2017 to December 21, 2018
 Both dated to 12:01 am Standard Time at the address of the Insured.

The insurance provided by these Declarations is subject to all terms, conditions, provisions, limitations and exclusions of Policy Numbers CMW MK0374, CMW BZK0377, 501177358, 501148987, 501148986 and 8605019 and INT79848099 and may be cancelled by the Insurers by registered mail with thirty days notice or as provided by the Policy.

In the event of loss or damage or any change in risk, immediate notice must be given to the insurers or to the broker.

SCHEDULE OF INSURERS

Section A. PROPERTY Policy No. CMW MK0374

The interest of each insurer hereunder is individual and not joint, and wherever any right or privilege is retained by the insurers, such right or privilege may be exercised by each insurer independently. The liability of each of the Insurer(s) shall be limited to that proportion of the loss which the percentage interest (shown below) against the name of the individual Insurer bears to the total amount of the loss, subject to a maximum amount for each Insurer of their percentage interest (shown below) of the applicable total amount of insurance as shown herein in these Declaration Pages.

<u>Insurers</u>	<u>Interest</u>
Chubb Insurance Company of Canada	40%
AIG Insurance Company of Canada	30%
Wynward Insurance Group	30%
Total:	100%

Date Issued: December 22, 2017
 E&OE /CAP/ECHA



CMW Insurance Services Ltd.
 (Authorized Representative)

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE



Sovereign General Insurance

Intellect Data Breach Services

Sovereign General Insurance Company has partnered with JDT911 to provide you with Data Breach Services that will help you prepare your business for the complexities and nuances of data security-without the expense of hiring in-house expertise. This benefit will help you:

- **Reduce the chances** of a **data breach** in the first place
- **Prepare for those that might occur**
- **Respond appropriately if they do**

Proactive Breach Preparation Services

As an educational resource, our proactive breach preparedness site can provide you with the tools you need to better protect your sensitive data and teach you how to respond appropriately in the event of a data breach.

- **Learning Management System** - On-demand, web-based training platform on important data breach issues such as Compliance, Data Security and Privacy
- **Notification Laws and Regulations** - Information on consumer, regulatory and third party requirements
- **Incidence Response Plan Template** - Establish procedures for handling a breach and working with IDentity Theft 911 to minimize the impact and potential fallout
- **Educational Resources** - Data protection tips, breach scenarios, articles and best practices

To access the breach preparedness site:

- Go to **www.sovereigngeneral.breachresponse.ca** and log in using the following credentials:
- Username: **Sovgen01**
- Password: **Sovgen01**

After your initial login you will be required to create your own, unique credentials for future use.

Breach Response Services

In the unfortunate event of a breach, IDentity Theft 911's experts can help you quickly develop a clear breach response strategy and incident management plan.

- **Breach Counseling** - Help determine whether a breach has occurred and assess the severity of the incident
- **Crisis Management** - Time-saving professional service in handling a breach
- **Notification Assistance** - Help in preparing notification letters that comply with regulatory requirements
- **Remediation Services** - Recommendations on remediation services for impacted individuals
- **Media Relations Consulting** - Public relations assistance to help restore your business reputation
- **Legal Support** - Documentation of steps taken and remediation services provided

www.sovereigngeneral.breachresponse.ca



Sovereign General Insurance

Privacy Breach Expense Coverage

These services are included as part of your Privacy Breach Expense Coverage:

- Proactive monitoring
- Data breach notification
- Third party data breach notification
- Forensic investigation
- Limited legal service
- Public relations

ABOUT IDT911

Covering more than 45 million individuals, IDT911 is North America's premier identity management and data risk management services provider.

Since 2005, the company has provided data breach services to more than 600,000 businesses and has helped more than 2,000 deal with actual data breaches.

WHAT IS A DATA BREACH

A data breach is a security incident in which sensitive, protected or confidential data is intentionally or unintentionally released to an un-trusted environment.

Lost data may involve personally identifiable information (PII), such as Social Security numbers, credit card or bank details, and personal health information (PHI).

WHAT BACKGROUND DOES THE BREACH RESPONSE TEAM HAVE

The breach response team has multidisciplinary backgrounds in..

- Data Security
- Computer Forensics
- Privacy Law
- Information Technology
- Business Administration

If you think you've had a data breach or have any questions, call 1.066.824.9940 today.

Powered by



Formerly (H)IDT911

Name of Insured: **The Owners of Strata Plan KAS3663**

Policy Period: December 21, 2017 to December 21, 2018
Both dated to 12:01 am Standard Time at the address of the Insured.

With respect to AIG Insurance Company of Canada, the following forms are added to the Property section of your policy:

Customer Advisory
Privacy Principles Letter
Privacy Principles

With respect to Chubb Insurance Company of Canada, the following forms are added to the Property section of your policy:

Several Liability Notice
Sanctioned Country Endorsement

Policy Number: CMW MK0374

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

Name of Insured: The Owners of Strata Plan KAS3663

Effective Date: December 21, 2017

The *Financial Institutions Act* requires that the information contained in this Disclosure Notice be provided to the customer in writing at the time of entering into an insurance transaction.

Schedule of Insurers

<u>Section A.</u>	Property	Policy No. CMW MK0374
	Chubb Insurance Company of Canada	
	AIG Insurance Company of Canada	
	Wynward Insurance Group	
<u>Section B.</u>	Equipment Breakdown	Certificate No. CMW BZK0377
	Zurich Insurance Company Ltd	
<u>Section C.</u>	General Liability	Certificate No. CMW LK0379
	Intact Insurance Company	
<u>Section D.</u>	Strata Directors & Officers Liability	Certificate No. CMW DK0382
	Intact Insurance Company	
<u>Section E.</u>	Crime	Certificate No. CMW LK0379
	Intact Insurance Company	
<u>Section F.</u>	Pollution Liability	Certificate No. CMW ZK0379
	Zurich Insurance Company Ltd.	
<u>Section G.</u>	Terrorism and Sabotage	Not Covered
<u>Section H.</u>	Volunteer Accident	Not Covered
<u>Section I.</u>	Intellect Privacy & Data Breach	Certificate No. CMW IK0156
	The Sovereign General Insurance Company	

1. I, Capri Insurance Services, am licensed as a General Insurance Agent by the Insurance Council of British Columbia.
2. This transaction is between the insured and the insurers listed above.
3. In soliciting the transaction described above, I am representing CMW Insurance Services Ltd. who does business with the insurers.
4. The nature and extent of the insurers' interest in the agency is none. The nature and extent of the agent's interest in the insurers is none.
5. Upon completion of this transaction, the agent will be remunerated by way of commission or fee by the insurers.
6. The *Financial Institution Act* prohibits the insurers from requiring the insured to transact additional or other business with the insurers or any other person or corporation as a condition of this transaction.

If you have any questions regarding this Notice, please do not hesitate to contact our office.

E&OE /CAP/ECHA

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

It is recognized that under certain conditions an insurance broker may elect to use facilities of another insurance broker or insurance intermediary to place the required coverage. It is important that all parties to this transaction clearly understand the process involved in the placement of the insurance protection.

Attached to and forming part of Declarations issued to:

Name of Insured & Mailing Address:

The Owners of Strata Plan KAS3663
8 - 6635 Tronson Road
Vernon, BC V1H 2K4

Location(s) of Risk: 6635 Tronson Road
Vernon, BC V1H 2K4

Policy Period: December 21, 2017 to December 21, 2018
Both dated to 12:01 am Standard Time at the address of the Insured.

Acknowledged:

Contracted Broker:

CMW Insurance Services Ltd.
700-2025 Willingdon Avenue
Burnaby, BC V5C 0J3
Tel: 604-294-3301 Fax: 604-294-3003

Producing Broker:

Capri Insurance Services Ltd.
100-1500 Hardy Street
Kelowna, BC V1Y 8H2
Tel: 250-860-2426 Fax: 250-860-1213

Schedule of Insurers and Description of Coverages:
As per attached Declaration

Acknowledgement: *I declare that I have acted in good faith on behalf of my client and that to the best of my knowledge all parties to this transaction are aware of the procedures, which have been followed in the placement of this insurance.*

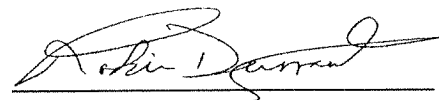
Date: December 22, 2017

Date: December 22, 2017

Signature of Contracted Broker:



Signature of Producing Broker:



CMW Insurance Services Ltd.
700-2025 Willingdon Avenue
Burnaby, BC V5C 0J3
Tel: 604-294-3301 Fax: 604-294-3003

Date Issued: November 3, 2014
E&OE /CAP/ECHA

Capri Insurance Services Ltd.
100-1500 Hardy Street
Kelowna, BC V1Y 8H2
Tel: 250-860-2426 Fax: 250-860-1213

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE