

**SECOND AMENDMENT TO DISCLOSURE STATEMENT
REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA)**

DATED: February 20, 2018

This Second Amendment to Disclosure Statement amends the Original Disclosure Statement dated September 7, 2017 as amended by a First Amendment to Disclosure Statement dated October 3, 2017 and relates to the sale of certain bare land strata lots which will form part of a phased strata development called:

DEVELOPMENT: GOLD SPRING HEIGHTS – PHASED BARE LAND STRATA DEVELOPMENT

DEVELOPER: GOLD SPRING HEIGHTS DEVELOPMENT LTD. (the “Developer”)

DEVELOPER’S ADDRESS: c/o 1000-595 Burrard Street
PO Box 49290
Vancouver, BC
V7X 1S2

DEVELOPER’S MAILING ADDRESS: 4630 Woodgreen Drive, West Vancouver, B.C. V7S 2V2

REAL ESTATE AGENT: RE/MAX NYDA REALTY
MAILING ADDRESS OF AGENT: 7300 Vedder Road
Chilliwack, B.C.
V2R 4G6

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* (BRITISH COLUMBIA). IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

PURCHASE AND SALE AGREEMENT INFORMATION

This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 of the Disclosure Statement for information on the purchase agreement. That information has been drawn to the attention of _____

(insert purchaser’s name) who has confirmed that fact by initialling in the space provided here:

Initial Here	Initial Here	Initial Here	Initial Here
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DEEMED RELIANCE

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

Capitalized words used but not defined in this Second Amendment to Disclosure Statement have the meaning ascribed to such words in the original Disclosure Statement dated September 7, 2017, as amended by a First Amendment to Disclosure Statement dated October 3, 2017 (collectively, the "Original Disclosure Statement").

The purpose of this Second Amendment to Disclosure Statement is to amend the Original Disclosure Statement and to disclose the following:

- A. the registration of the Phase 1 Strata Plan; and
- B. to address certain other consequential amendments.

This Second Amendment to Disclosure Statement hereby amends the Original Disclosure Statement as follows:

1. The Developer confirms that the Phase 1 Strata Plan has now been fully registered in the Land Title Office under Plan EPS4415. Accordingly, section 2.1(b) is amended by deleting the last sentence.
2. Matters that were contemplated to have occurred or registered in the Original Disclosure Statement have now occurred and updated Exhibits are attached hereto.
3. Section 2.4 of the Original Disclosure Statement is amended by adding the following to the end of the section:

"The Approving Officer for the City of Chilliwack has approved the Form P and a signed and registered copy is attached hereto as Exhibit "H".

4. Section 3.8 is amended by deleting reference to "December 1, 2017" in the second to last paragraph and replacing it the "June 30, 2018".
5. Section 4.1 is deleted and replaced with the following:

"4.1 Legal Descriptions

PID: 030-341-400 Strata Lot 3 Section 5 Township 26 NWD Strata Plan EPS4415
PID: 030-341-418 Strata Lot 4 Section 5 Township 26 NWD Strata Plan EPS4415
PID: 030-341-426 Strata Lot 5 Section 5 Township 26 NWD Strata Plan EPS4415
PID: 030-341-451 Strata Lot 8 Section 5 Township 26 NWD Strata Plan EPS4415
PID: 030-341-469 Strata Lot 9 Section 5 Township 26 NWD Strata Plan EPS4415
PID: 030-341-477 Strata Lot 10 Section 5 Township 26 NWD Strata Plan EPS4415
PID: 030-341-485 Strata Lot 11 Section 5 Township 26 NWD Strata Plan EPS4415
PID: 030-341-493 Strata Lot 12 Section 5 Township 26 NWD Strata Plan EPS4415
PID: 030-341-507 Strata Lot 13 Section 5 Township 26 NWD Strata Plan EPS4415
PID: 030-341-515 Strata Lot 14 Section 5 Township 26 NWD Strata Plan EPS4415

(the "Land or "Lands")

6. Section 5.1 is amended by deleting the fifth paragraph and replacing it with the following:

"The Developer anticipates that the date for completion of the various strata servicing requirements for the Phase 1 Strata Lots will be between April 30, 2018 and June 30, 2018. The Developer has deposited all required bonding and security with the City of Chilliwack in connection with the site servicing requirements."

7. Section 6.1 is deleted and replaced with the following:

"6.1 Developmental Approval

The Phase 1 Strata Plan has been approved by the Approving Officer for the City of Chilliwack and has been fully registered in the Land Title Office under Strata Plan EPS4415."

8. Section 7.2 is amended as follows:

- a. By deleting the second and third paragraphs of section 7.2(b).
- b. By deleting section 7.2(c) and replacing it with the following:

"7.2(c) There are no provisions in the PSA that allow a purchaser to extend the time for completing the purchase and sale."

9. Exhibit "A" is deleted and replaced with Exhibit "A" attached hereto.
10. Exhibit "B" is deleted and replaced with Exhibit "B" attached hereto.
11. Exhibit "C" is deleted and replaced with Exhibit "C" attached hereto.
12. Exhibit "F" is deleted and replaced with Exhibit "F" attached hereto.
13. Exhibit "G" is deleted and replaced with Exhibit "G" attached hereto
14. Exhibit "H" is deleted and replaced with Exhibit "H" attached hereto.

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* (British Columbia) as of February 19 2018.

GOLD SPRING HEIGHTS DEVELOPMENT LTD.

By: 
Claus Hoelk – Vice President

The directors of the Developer

Katherine Mo Kit Cheng



Claus Hoelk

May C. Lee

NOTWITHSTANDING THAT ALL DIRECTORS ARE NAMED IN THIS DECLARATION ONLY THOSE DIRECTORS RESIDENT IN BRITISH COLUMBIA ARE REQUIRED TO SIGN THE DISCLOSURE STATEMENT. SO THE ONLY DIRECTOR EXECUTING THIS DISCLOSURE STATEMENT WILL BE CLAUS HOELK. THE DEVELOPER CONFIRMS THAT ALL NON RESIDENT DIRECTORS ARE AWARE OF THEIR PERSONAL LIABILITY IN RESPECT OF THE CONTENTS OF THIS DISCLOSURE STATEMENT.

EXHIBIT "A"
REGISTERED PHASE 1 BARE LAND STRATA PLAN AND FORM V SCHEDULE OF UNIT ENTITLEMENT

NEW WESTMINSTER LAND TITLE OFFICE

APPLICATION TO DEPOSIT PLAN
AT LAND TITLE OFFICE
PROVINCE OF BRITISH COLUMBIA

Dec-11-2017 14:10:22.014

CA6502854

CA6502875

1512767250

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.732, and a true copy, or a copy of that true copy, is in your possession.

<p>Daniel Benjamin Newfield FW3JRD</p>	<p>Digitally signed by Daniel Benjamin Newfield FW3JRD Date: 2017.12.08 15:05:07 -08'00'</p>
--	--

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

Koffman Kalef LLP

19th Floor

885 West Georgia Street

Vancouver

BC V6C 3H4

Deborah Harrison, Applicant's Agent

604-891-3619 (54914-1)

Document Fees: \$1,664.72

Deduct LTSA Fees? Yes

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

NO PID NMBR LOT 3 SECTION 5 TOWNSHIP 26 NWD PLAN EPP74088

Related Plan Number: **EPP74088**

3. APPLICATION FOR DEPOSIT OF:

PLAN TYPE

PLAN NUMBER

CONTROL NUMBER

NUMBER OF NEW
LOTS CREATED

Strata (Phased)

EPS4415

150-871-5911

4. OWNER(S): (updated owner(s) name(s), occupation(s), postal address and postal code)

GOLD SPRING HEIGHTS DEVELOPMENT LTD.

4630 WOODGREEN DRIVE

WEST VANCOUVER

V7S 2V2

BRITISH COLUMBIA

CANADA

Incorporation No

BC0481626

5. ADDITIONAL INFORMATION:

PLAN NUMBER: EPS4415

CONTROL NUMBER: 150-871-5911

Is a covenant the approving officers condition of subdivision and indicated on the plan?

Witness to All Signatures

GOLD SPRING HEIGHTS DEVELOPMENT LTD.
(Incorporation No. BC0481626)
by its authorized signatory(ies):

[signature]

CLAUS HOELK

ERIN K. TAIT
Barrister & Solicitor
KOFFMAN KALEF LLP
19th Floor, 885 W. Georgia Street
Vancouver, B.C. V6C 3H4
Direct: (604) 891-3618

Witness to All Signatures

CITY OF CHILLIWACK (formerly District of Chilliwack) (as to
Covenant BJ200497) by its authorized signatory(ies):

[signature]

SHARON GAETZ
MAYOR

JANICE L. McMURRAY
A Commissioner for taking Affidavits with British Columbia
8550 Young Road
Chilliwack, B.C. V2P 8A4

DELCY J. WELLS
CITY CLERK

PLAN NUMBER:

CONTROL NUMBER:

Bare Land Strata Approval - Approving Officer - BC Reg. 75/78 S.18

Strata Plan EPS4415 is approved as a bare land strata plan under the Strata Property Act.

[Signature]

Glen White
Approving Officer [Fill in name]

December 4, 2017

CITY OF CHILLIWACK

SUB01793
[Fill in file reference if desired]

Form Q - Strata Property Act - SPA Reg. 14.5 (1)

EPS4415 is approved as Phase 1 of a 2 phase strata plan under section 224 of the Strata Property Act.

December 4, 2017

[signature] Approving Officer

Glen White

CITY OF CHILLIWACK

SUB01793
[fill in file reference if desired]

NEW WESTMINSTER LAND TITLE OFFICE

Dec-11-2017 14:10:22.015

EPS4415

PAGE 1 OF 2 PAGES

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

0306

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

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

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

GEORGE
BAERG
LMB32Z

Digitally signed by GEORGE BAERG
LMB32Z
DN: c=CA, cn=GEORGE BAERG
LMB32Z, o=BC Land Surveyor,
ou=Verify ID at www.juricert.com/
LKUP.cfm?id=LMB32Z
Date: 2017.10.22 16:45:10 -07'00'

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

GEORGE W BAERG

BOX 2550

SARDIS STN MAIN

CHILLIWACK

BC V2R 1A8

Email: gwbaerg@shaw.ca

604-858-6349

Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **150-871-5911**

Plan Number: **EPS4415**

This original plan number assignment was done under Commission #: **306**

LTO Document Reference: **CA6502854**

3. CERTIFICATION:

Form 9 Explanatory Plan Form 9A

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

The field survey was completed on: 2017 September 06 (YYYY/Month/DD) The checklist was filed under ECR#:

The plan was completed and checked on: 2017 October 19 (YYYY/Month/DD) 204547

None Strata Form S

None Strata Form U1 Strata Form U1/U2

Arterial Highway

Remainder Parcel (Airspace)

4. ALTERATION:

BARE LAND STRATA PLAN OF PART OF
 LOT 3 SECTION 5 TOWNSHIP 26
 NEW WESTMINSTER DISTRICT PLAN EPP74088

STRATA PLAN EPS4415
 PHASE 1

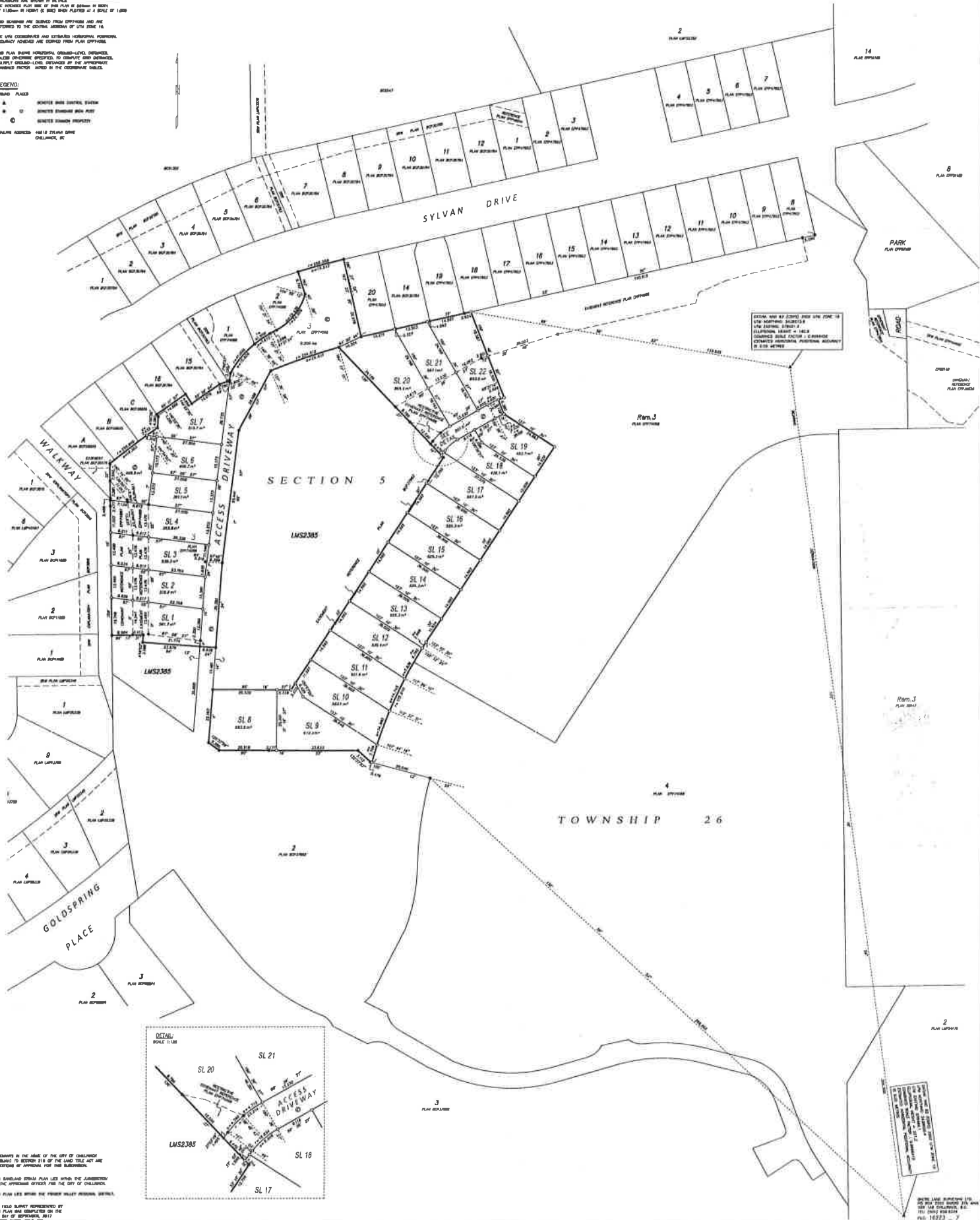
SHEET 1 OF 1

BCDS 02H.011

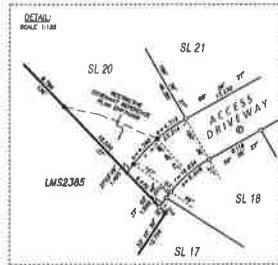
SCALE 1 : 500

MEASUREMENTS ARE SHOWN IN METRES
 THE HORIZONTAL PLAN SIZE OF THIS PLAN IS 600mm BY 900mm
 THE VERTICAL PLAN SIZE OF THIS PLAN IS 600mm BY 900mm
 THE HORIZONTAL PLAN SIZE OF THIS PLAN IS 600mm BY 900mm
 THE VERTICAL PLAN SIZE OF THIS PLAN IS 600mm BY 900mm

- LEGEND:
- FRONT PLACES
 - REVERSE SIDE CONTROL EARTH
 - SIDEWALK
 - SIDEWALK SHOULDER WITH RAIL
 - SIDEWALK SHOULDER PROPERTY
 - WALKWAY
 - DRIVEWAY
 - DRIVEWAY



SECTION 5 OF THIS PLAN IS THE SAME AS THE SECTION 5 OF THE STRATA PLAN EPP74088. THE STRATA PLAN EPP74088 IS THE STRATA PLAN FOR THE SECTION 5 OF THIS PLAN. THE STRATA PLAN EPP74088 IS THE STRATA PLAN FOR THE SECTION 5 OF THIS PLAN.



CONVEYANCE IN THE NAME OF THE CITY OF CHILLIWACK
 THROUGH TO BEYOND IN THE NAME OF THE CITY OF CHILLIWACK
 THE STRATA PLAN EPP74088 IS THE STRATA PLAN FOR THE SECTION 5 OF THIS PLAN.
 THE STRATA PLAN EPP74088 IS THE STRATA PLAN FOR THE SECTION 5 OF THIS PLAN.

DATE: 15/05/2018
 TIME: 10:00 AM
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: EPS4415
 SHEET: 1 OF 1

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED

Dec-11-2017 14:10:22.016

CA6502876

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

1512683636

PAGE 1 OF 3 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application.

Daniel Benjamin Newfield FW3JRD	Digitally signed by Daniel Benjamin Newfield FW3JRD Date: 2017.12.08 15:09:51 -08'00'
---------------------------------------	--

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. CONTACT: (Name, address, phone number)

Koffman Kalef LLP

19th Floor

885 West Georgia Street

Vancouver

BC V6C 3H4

Deborah Harrison, Applicant's Agent

604-891-3619 (54914-1)

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-V Schedule of Unit Entitlement

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN EPS4415

Related Plan Number: **EPS4415**

STRATA PROPERTY ACT
FORM V

PAGE 1

SCHEDULE OF UNIT ENTITLEMENT
(Sections 245 (a), 246, 264)

BARE LAND STRATA PLAN EPS4415, BEING A STRATA
PLAN OF LOT 3 SECTION 5 TOWNSHIP 26
NEW WESTMINSTER DISTRICT PLAN EPP74088

STRATA PLAN CONSISTING OF RESIDENTIAL STRATA LOTS

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

- (a) the total 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, George William Baerg, a British Columbia Land Surveyor,
certify that the following table reflects the habitable area
of each residential strata lot.

Date: October 20, 2017 (month,day,year)

GEORGE
BAERG LMB32Z

Digitally signed by GEORGE BAERG
LMB32Z
DN: c=CA, cn=GEORGE BAERG
LMB32Z, o=BC Land Surveyor,
ou=Verify ID at www.juicert.com/
LKUP.cfm?id=LMB32Z
Date: 2017.10.20 09:36:02 -0700'

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

Date: December 7, 2017 (month,day,year)

GOLD SPRING HEIGHTS DEVELOPMENT LTD
by its authorized signatory

Signature of Owner Developer

CLAUS HOGLK

CWK13/16223V2

STRATA PROPERTY ACT PAGE 2
FORM V
SCHEDULE OF UNIT ENTITLEMENT
(Sections 245 (a), 246, 264)

Strata Lot No.	Sheet No.	Total Area In m ²	Unit Entitlement	% of Total Unit Entitlement of Residential Strata Lots	% of Total Unit Entitlement of All Strata Lots
1	1	592	1		
2	1	519	1		
3	1	538	1		
4	1	563	1		
5	1	361	1		
6	1	410	1		
7	1	514	1		
8	1	684	1		
9	1	672	1		
10	1	583	1		
11	1	552	1		
12	1	530	1		
13	1	525	1		
14	1	525	1		
15	1	525	1		
16	1	525	1		
17	1	527	1		
18	1	436	1		
19	1	424	1		
20	1	865	1		
21	1	587	1		
22	1	604	1		
Total number of residential strata lots: 22		Total unit entitlement of residential strata lots: 22			

Signature of Superintendent of Real Estate
GOLD SPRING HEIGHTS DEVELOPMENT LTD.
By its authorized Secretary:

Signature of Owner Developer
CHRIS HOELK

Date: December 7, 2017 (month, day, year)

CWK19/16223V2

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA6502876

1515177177 PAGE 1 OF 3 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

Daniel Benjamin Newfield FW3JRD	Digitally signed by
	Daniel Benjamin
	Newfield FW3JRD
	Date: 2018.01.05 10:35:00 -08'00'

I, Daniel Benjamin Newfield, solicitor, declare that:

1. I filed a Strata Property Act Filing - Form-V Schedule of Unit Entitlement in the New Westminster Land Title Office on December 11, 2017 under instrument number CA6502876 (the "Form V").
2. The Form V Schedule of Unit Entitlement - Residential Strata Lots attached to the Form V was an incorrect version.
3. Accordingly, the attached version of the Form V - Schedule Of Unit Entitlement - Bare Land Strata should be attached to the Form V to replace the Form V - Schedule of Unit Entitlement - Residential Strata Lots originally attached to the Form V.

I make this declaration knowing it to be true based on personal information and reasonable belief.

Daniel Benjamin Newfield

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$0.00

Strata Property Act

Form V

Schedule of Unit Entitlement

[am. B.C. Reg. 203/2003, s. 5.]

(Sections 245 (a), 246, 264)

Re: Strata Plan EPS4415, being a strata plan of LOT 3 SECTION 5 TOWNSHIP 26

NEW WESTMINSTER DISTRICT PLAN EPP74088

BARE LAND STRATA PLAN

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

- (a) a whole number that is the same for all of the strata lots in the strata plan as set out in section 246 (6) (a) of the *Strata Property Act*.

OR

- (b) a number that is approved by the Superintendent of Real Estate in accordance with section 246 (6) (b) of the *Strata Property Act*.

Signature of Superintendent of Real Estate:

Strata Lot No.	Sheet No.	Total Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
1	1	592	1	
2	1	519	1	
3	1	538	1	
4	1	563	1	
5	1	361	1	
6	1	410	1	

CRE:34914-C01119913793_1_1

7	1	514	1
8	1	684	1
9	1	672	1
10	1	583	1
11	1	552	1
12	1	530	1
13	1	525	1
14	1	525	1
15	1	525	1
16	1	525	1
17	1	527	1
18	1	436	1
19	1	424	1
20	1	865	1
21	1	587	1
22	1	604	1

Total number of strata lots:

22

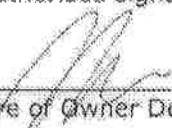
Total unit entitlement of strata lots: 22

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

Date: January 5, 2018.

GOLD SPRING HEIGHTS DEVELOPMENT LTD.

by its authorized signatory:



Signature of Owner Developer - CLAUD HOELK

Signature of Superintendent of Real Estate (if submitted under section 264 of the Act)

EXHIBIT "B"
REGISTERED STATUTORY BUILDING SCHEME AND DESIGN GUIDELINES

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING Dec-11-2017 14:10:22.022
LAND TITLE AND SURVEY AUTHORITY

CA6502884

1512674144

PAGE 1 OF 6 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,
 and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.

Daniel Benjamin Newfield FW3JRD	Digitally signed by Daniel Benjamin Newfield
	FW3JRD
	Date: 2017.12.08 15:09:22 -08'00'

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

Koffman Kalef LLP

19th Floor

885 West Georgia Street

Vancouver

BC V6C 3H4

Serina Charleson, Applicant's Agent

604-891-3688

54914-1

SJC-053080

Document Fees: \$71.58

Deduct LTSA Fees? Yes

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

SEE SCHEDULE

STC? YES

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

STATUTORY BUILDING SCHEME

ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

GOLD SPRING HEIGHTS DEVELOPMENT LTD.

4630 WOODGREEN DRIVE

WEST VANCOUVER

V7S 2V2

BRITISH COLUMBIA

CANADA

Incorporation No

481626

LAND TITLE ACT
FORM E

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPS4415**STC for each PID listed below? YES

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

NO PID NMBR STRATA LOT 1 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 2 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 3 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 4 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 5 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 6 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 7 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 8 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 9 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 10 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 11 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 12 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 13 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 14 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 15 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 16 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 17 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 18 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
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NO PID NMBR STRATA LOT 20 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 21 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415
NO PID NMBR STRATA LOT 22 SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT STRATA PLAN EPS4415

Land Title Act

FORM 35
(Section 220(1))


DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: BUILDING SCHEME

HEREWITH FEE: \$55.00

ADDRESS OF COMPANY ENTITLED TO APPLY TO REGISTER THIS BUILDING SCHEME: GOLD SPRING HEIGHTS DEVELOPMENT LTD.
4630 Woodgreen Drive
West Vancouver, British Columbia, V7S 2V2

NAME AND ADDRESS OF PERSON PRESENTING APPLICATION: ERIN K. TAIT
Koffman Kalef LLP
19th Floor, 885 West Georgia Street
Vancouver, British Columbia, V6C 3H4
Tel: (604) 891-3618 Fax: (604) 891-3788



ERIN K. TAIT

I, GOLD SPRING HEIGHTS DEVELOPMENT LTD. (Inc. No. 481626), declare that:

1. GOLD SPRING HEIGHTS DEVELOPMENT LTD. is the registered owner of:

<u>Parcel Identifier</u>	<u>Legal</u>
NO PID	Strata Lot 1 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 2 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 3 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 4 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 5 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 6 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 7 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 8 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 9 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 10 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 11 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 12 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 13 Section 5 Township 26 NWD Strata Plan EPS4415
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NO PID	Strata Lot 20 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 21 Section 5 Township 26 NWD Strata Plan EPS4415
NO PID	Strata Lot 22 Section 5 Township 26 NWD Strata Plan EPS4415

(the "Lands").

- 2. We hereby create a building scheme relating to the Lands.
- 3. A sale of the Lands is subject to the restrictions enumerated in the schedule attached hereto.
- 4. The restrictions shall be for the benefit of the Lands.

EXECUTION(S):

Officer Signature(s)
(Must be executed in black ink)

Execution Date

Party(ies) Signatures(s)
(Must be executed in black ink)

Y	M	D
17	12	07



Print Name
& Address:

ERIN K. TAIT
Barrister & Solicitor
KOFFMAN KALEF LLP
19th Floor, 885 W. Georgia Street
Vancouver, B.C. Canada V6C 3H4
Direct: (604) 691-3618

**GOLD SPRING HEIGHTS
DEVELOPMENT LTD.**
by its authorized signatory:


CLAUS HOELK

OFFICER CERTIFICATION:

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

GOLD SPRING HEIGHTS DEVELOPMENT LTD.

SCHEDULE OF RESTRICTIONS

1. No building, modifications to existing buildings, landscaping, site improvements, or the use of the Lands shall be carried out and no existing building, fence or other structure shall be added to or extended without the prior written approval of Gold Spring Heights Development Ltd. (the “Developer”) or an approving authority delegated by the Developer from time to time (the “Designated Design Consultant”) as defined in the Gold Spring Heights Architectural Design Guidelines as may be amended or modified from time to time (the “Guidelines”). The Designated Design Consultant may nominate an architect or engineer in good standing with their respective provincial governing bodies to become the approving authority from time to time. The Designated Design Consultant shall have the right upon not less than six months’ notice in writing to the registered owners of the Lands to resign from its position as Designated Design Consultant, provided that prior to the effective date of such resignation, the Designated Design Consultant shall use all reasonable efforts to appoint such replacement persons to the Designated Design Consultant to exercise the rights and powers reserved to the Designated Design Consultant in this Building Scheme. Any replacement approving authority shall have the same right to resign from its position as approving authority, as set forth above.
2. No construction or erection of any building, landscaping, site improvements or other structure on the Lands shall be commenced before an application for approval of such construction or erection is submitted by the registered owner of the Lands to the Designated Design Consultant and the Designated Design Consultant has approved such application in accordance with the Guidelines. The Developer and the Designated Design Consultant shall have the sole and discretionary power to approve or reject any application.
3. No construction or erection of any building, landscaping, site improvements or other structure on the Lands shall be approved unless the plans and specifications of such building, landscaping, site improvements or other structure meet the requirements of the Guidelines. Any approval of the Designated Design Consultant is conditional upon the work of construction of all buildings, landscaping site improvements and structures being prosecuted diligently and continuously in accordance with the approved plans and with the procedural requirements set out in the Guidelines.
4. No construction work or landscaping, can occur on the Lands unless it is commenced within a reasonable amount of time from the date of the completion of the purchase and sale of the Lands, failing which, the Designated Design Consultant may revoke the approval and the owner will be in the same position as if no approval had been granted in the first place.
5. No landscaping of any portion of the Lands shall be undertaken without the prior written approval of the Designated Design Consultant. An application for approval of a plan of landscaping shall be submitted to the Designated Design Consultant at the time of application for the initial development of the Lands and the Designated Design Consultant shall have the sole and discretionary power to approve or reject the same. No approval for landscaping plans will be granted unless the provisions of the Guidelines are met.
6. No landscaping of the Lands in the manner approved by the Designated Design Consultant shall proceed on the Lands unless it is completed within twelve months from the issuance of an occupancy permit from the City of Chilliwack for any dwelling to be located on the Lands, failing which the Designated Design Consultant may revoke the approval and the owner will be in the same position as if no approval had been granted in the first place.

7. Not more than one dwelling house shall be erected on any one strata lot comprising the Lands.
8. No trailer shall be maintained on the Lands as a residence, nor may any trailer, boat, truck, motorhome, recreational vehicle or bus be stored anywhere on any strata lot comprising the Lands, other than in an enclosed garage or other suitable enclosed space.
9. No building material, crates, packing cases, contractor's sheds, equipment or other unsightly object or material shall be placed on the Lands otherwise than during such time as construction work approved by the Designated Design Consultant is actually in progress. No excavation shall be made unless done in connection with the erection of an approved structure in accordance with the Guidelines.
10. Should any part of this Building Scheme be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in force and effect and be construed as if this Building Scheme had been executed without the invalid portion and it is hereby declared the intention of the parties hereto that this Building Scheme would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA6502884

1515088237 PAGE 1 OF 24 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

Daniel Benjamin Newfield FW3JRD	Digitally signed by Daniel Benjamin Newfield FW3JRD Date: 2018.01.04 10:04:59 -08'00'
---------------------------------------	---

I, Daniel Benjamin Newfield, solicitor, declare that:

1. I filed a Form 17 Statutory Building Scheme in the New Westminster Land Title Office on December 11, 2017 under instrument number CA6502884 (the "Form C").
2. I inadvertently omitted attaching the Design Guidelines to the Form C.
3. Accordingly, attached are the Design Guidelines to be attached to the Form C.

I make this declaration knowing it to be true based on personal information and reasonable belief.

Daniel Benjamin Newfield

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Gold Spring
HEIGHTS

Gold Spring HEIGHTS

ARCHITECTURAL DESIGN GUIDELINES

Prepared For:
Gold Spring Heights Development Ltd.

Prepared By:
CHP Architects

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1. Purpose of Guidelines

These guidelines have been created to assist the home owner with the design of their home and to ensure the quality and esthetic of the neighborhood is visually cohesive, and the overall neighborhood vision is maintained. The goal is to protect the interests of all who reside at Gold Spring Heights and more importantly the investment of each home owner by controlling the design of the neighborhood and each home.

2. Approval Process

2.1 Submissions

An application must be submitted to the designated consultant as follows:

1. One complete set of house plans; scale 1/4" or 3/16" = 1'-0"
2. Two copies of a lot grading plan, scale 1:300, showing lot house grades and drainage pattern, floor and garage elevations
3. One completed application form.
4. Material and colour samples as required. Electronic submissions are recommended.

A copy of the application form and marked up set of plans shall be made available to the builder. The original application form and one set of similarly marked prints will be kept for future reference.

Any changes by the builder from approved plans must be submitted to the Developer or its Designated Design Consultant and approved in writing. Incomplete applications cannot be processed. An application is deemed to be received on the date that it is complete in its entirety.

Please forward submissions to:

Craven Huston Powers Architects

Attention: Ryan Huston, Leon Schroeder

9355 Young Road, Chilliwack, BC V2P 4S3

Email: rhuston@chparchitects.com, lschroeder@chparchitects.com

With a copy being sent to:

Gold Springs Heights Development Ltd.

Attention: Claus Hoelk

4630 Woodgreen Drive, West Vancouver, BC V7S 2V2

Email: claushoelk@telus.net

2.1 Damage Deposit

A damage deposit or Letter of Credit in the amount of \$10,000.00 per lot is due prior to house plan and grade approval to cover. If 3 or more lots are purchased at the same time by the same buyer, Gold Spring may, at their discretion, reduce the requirement.

1. Contravention of architectural controls
2. Possible damage to:
 - a. Curb stop - water valve
 - b. Sidewalks, curbs and gutters
 - c. Driveway aprons and asphalt
 - d. Boulevard landscaping and trees
 - e. Rear gutters and walkways
 - f. Light standards
 - g. Fire Hydrants
 - h. Grading and drainage swales
 - i. Fencing

2.2 Release Of Damage / Security Deposit

The Developer must be in receipt of the following:

1. Rough grading and final grading approval from The City of Chilliwack
2. Written request for release accompanied by lot grading certificate
3. Final inspection report by design consultant outlining as-built conformance with the guidelines and house plan approval
4. Final inspection by designated Design Consultant for report of damages to municipal improvements
5. Inspection of the completion of all landscaping requirements
6. Damage Deposits will not be released until all applicable Final Acceptance Certificates from the municipality have been received by the Developer.

2.3 Disputes

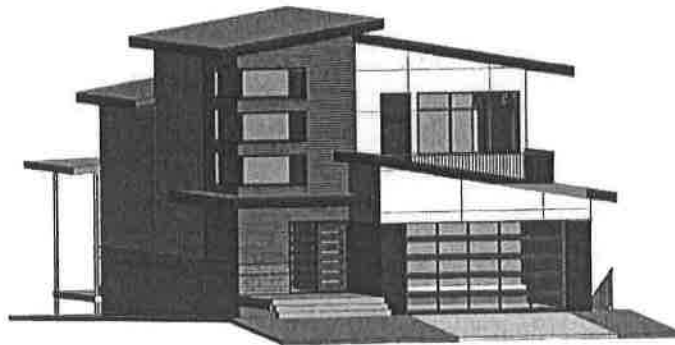
Individual concerns will be adjudicated by Gold Springs Heights Development Ltd., and their decision will be final.

3. Design Guidelines

3.1 Design Vision of Gold Spring Heights

The design vision for Gold Spring Heights represents a mix of approximately 40% Contemporary Modern aesthetic with 60% West Coast Prairie. This is achieved by using materials, colours and forms that create a sense of modern living, in a unique suburban, hillside environment. The contemporary vision for the individual house facades will be achieved through simple forms and well proportioned elements combined with a controlled use of materials and colours as indicated by the images below. These two forms are referred to in these Design Guidelines as *Contemporary Modern* and *Prairie Modern*.

By following this guideline the home owner will find a varied palette of materials, textures, colors and design elements to create their own personalized home.



Example of *Contemporary Modern*



Example of *Prairie Modern*

3.2 Façade Design

Objectives:

1. To ensure the homes are modern in aesthetic and form by using modern design features and materials, and excluding traditional elements and decoration.
2. To utilize traditional and modern materials in non-traditional, creative applications.
3. To create a well defined and balanced, inviting front facade that connects the home to the surrounding landscape and street interface by incorporating the prescribed materials and design features outlined in the Design Guide.
4. To incorporate the design features to enhance the facades that have high visibility from park areas, storm ponds, greenbelts, and corner lots.

Controls:

2. Homes on corner lots must incorporate the design guidelines to both faces of the facade that front each street, and the rear elevation will also require detailing and trim to match.
3. Homes that are located on high visibility lots must incorporate the design guidelines to any building facades that face parks, green belts, or are deemed highly visible by the Architectural Review Consultant.
4. At a minimum, each dwelling must incorporate one Primary Design Feature and one Secondary Design Feature into the design of each facade or building face deemed highly visible by the Architectural review Consultant.

Walkouts:

1. The rear elevation of these homes requires special design consideration and must avoid large expanses of blank wall space as well as a three storey towering appearance. The architectural devices that will best achieve the desired elevation are a combination of various wall planes, downhill sloping roofs in combination with dormers, decks and balconies. The distance from grade to the first eave line should not be more than 20'.

3.3 Front Entry

Objectives:

4. To create an inviting entrance that serves as a focal point to each home by utilizing the front step material and form to complement the overall facade and front door arrangement.

Controls:

1. Each home must have a visible front entry that faces the street.
2. Front doors are to be painted to complement the overall facade. No white or light coloured doors permitted. Natural wood doors are permitted provided they have been sealed or stained.
3. Glazing in doors and at front entrance are to follow guidelines set forth in '3.6 Windows'.
4. Precast front steps must be of exposed aggregate finish. Wood steps will not be permitted.

3.4 Roofs

Objectives:

1. To encourage simple, functional, and well proportioned roof lines to enhance the overall design of facade and entire home.
2. To encourage a range of contemporary roof lines within the streetscape to create an interesting and unique development.

Controls:

1. The *Contemporary Modern* design permits monoslope or flat roof lines.
2. The *Prairie Modern* theme roof design is limited to a hip or cottage roof throughout the design.
3. Flat roofs will be accepted as primary roofs on the *Contemporary Modern* style or as secondary/feature roofs of the *Prairie Modern*.
4. All visible roof pitches must be 3:12 to 5:12 for both *Prairie Modern* and *Modern Contemporary*.
5. Roof eave overhangs must be a minimum of 24" for *Prairie Modern* and must be a minimum of 18" for *Contemporary Modern*. It is recommended where possible to provide a larger overhang to meet the style.
6. Roofs must utilize one of the materials and approved colours as listed in the Materials and Colours Chart.
7. Terracotta and clay tile roofs are not permitted.
8. Domes, turrets, or spires are not permitted.
9. All eaves, soffits and fascia must be a minimum of 8" and complement the roof and the overall facade of the home.
10. Fascia and soffit must be prefinished metal or fibre cement board. Soffit may be sealed wood or vented, wood-look aluminum.
11. Other roof pitches/designs may be accepted should they meet the intent of the style subject to the Architectural Consultants approval.

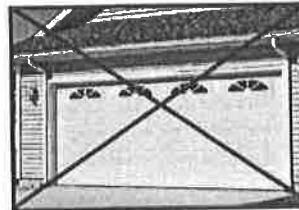
3.5 Garage Doors

Objectives:

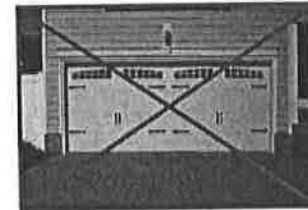
1. To allow for a variety of creative garage doors that fit within the *Contemporary Modern* and *Prairie Modern* design themes. Please refer to the *Contemporary Modern* and *Prairie Modern* Design Process graphics for more information.
2. To use the garage door as a design element to add visual interest to the front facade of the home.

Control:

1. Garage doors must complement the overall facade and style of the home.
2. Traditional panelized or barn door replicas of garage doors will not be permitted for either design theme.
3. The colour and material of the garage door must complement the front facade design. Matching primary siding colour is an option.
4. The Architectural Review Consultant may approve a garage door design, material, or colour not listed within these guidelines should they meet the design intent of the housing style.
5. Windows are permitted. Glazing panels in geometric or unique configurations are preferred.



Not Permitted



Not Permitted

3.6 Windows

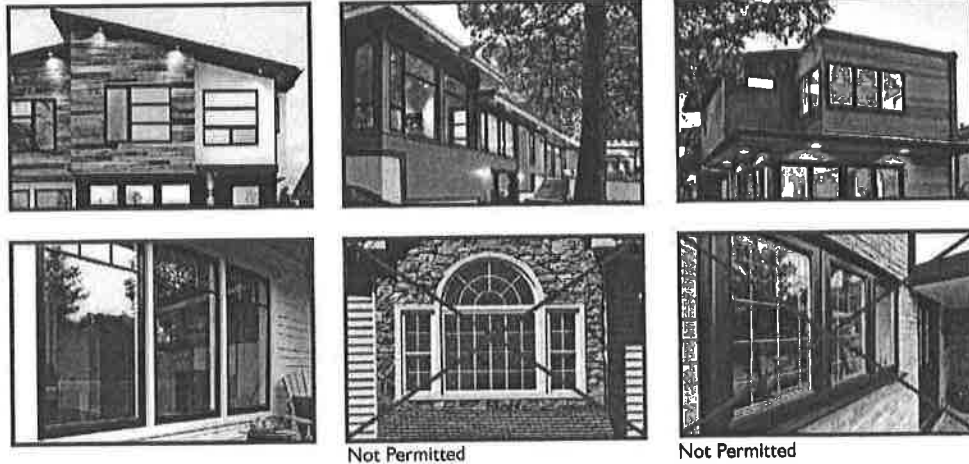
Objectives:

1. To allow for a variety of creative window design that fits within the *Contemporary Modern* and *Prairie Modern* design themes. Please refer to the *Contemporary Modern* and *Prairie Modern* Design Process graphics for more information.
2. To encourage well proportioned window placement to enhance the overall facade design.
3. To achieve a high level of street interface and liveliness by utilizing interesting window design.

Control:

1. Large expanses of glass and/or interesting configurations are preferred. Both options create interest and excitement in the facade.
2. Windows that wrap around corners are encouraged in the *Contemporary Modern* style.
3. If mullions are to be used in windows strong horizontal mullions and mullions that vary in direction are preferred.
4. Non-symmetrical layouts or pane sizes encouraged in the *Contemporary Modern* houses.
5. Traditional muntin and mullion arrangements throughout the entire window panel will not be permitted for the *Modern Contemporary* or *Prairie Modern* design themes.
6. Traditional muntin and mullion arrangements to the top third of the window will be permitted for the *Prairie Modern* and *Contemporary Modern* design theme.
7. Window frames must be complimentary in colour to the overall selected design theme of *Prairie Modern* and *Contemporary Modern*. Black or grey windows are recommended for the *Contemporary Modern* style.
8. White window frames will only be considered in the case where they compliment the overall design of the facade.
9. No half round, quarter round, or Palladian window styles will be permitted.

10. All exterior faces are to address windows.
11. The Architectural Review Consultant may approve a window design or colour not listed within these guidelines.



3.7 Primary and Secondary Design Features

Objectives:

1. To promote a variety of design features to add visual interest and functionality to each home such as entry canopies and pergolas, front step to planter interface, feature screens, sun shades, house address identification, exterior light fixtures and similar visual interest items that may be approved by the Architectural Review Consultant. Please refer to the Design Process Graphic, for more information.

Control:

1. Creative front steps that enhance the overall design of the front facade will be encouraged.
2. Alternate Primary Design and Secondary Design Features not listed here may be approved at the discretion of the Architectural Review Consultant.
3. Each dwelling should include primary and secondary design feature as listed below.

Primary Design Feature

1. Central feature.
2. Entry feature.
3. Wing wall (*Contemporary Modern*) or garage feature (*Prairie Modern*).

Secondary Design Feature

Prairie Modern

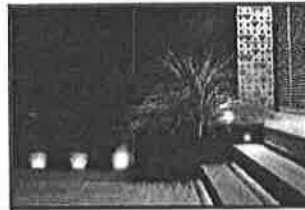
1. Central background feature.
2. Entry planter.
3. Dropped soffit feature.
4. Horizontal banding feature.

Contemporary Modern

1. Framing accent.
2. Screening feature.
3. Entry planter.
4. Street side deck.
5. Background accent feature.
6. All materials used to construct design features must be complementary in colour and form to the overall design of the front facade.
7. Ornamentation must be contemporary in design and complement the home. No historical styles or details will be permitted e.g.(arches, decorative columns, animal ornaments, intricate mouldings etc.)



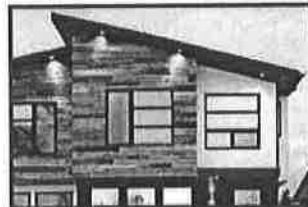
Wing Wall



Entry Planter



Screen Feature



Central Feature



Overhead Entry Feature



Framing Accent



Horizontal Banding



Street Side Deck

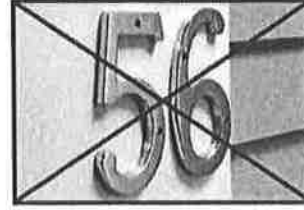
3.8 House Address Identification

Objectives

1. To have a consistent and modern address numbers to promote cohesiveness and community.

Controls:

1. Municipal address information to be graphically complementary in scale, colour and material to overall design of the facade.
2. House number in Neutra or similar, modern font is encouraged for both styles of houses.
3. House numbers are recommended to be a brushed silver finish or a dark colour complimentary to the building facade.



Not Permitted

3.9 Exterior Components

Objectives

1. To encourage consistency and continuity between houses within the Gold Spring community.
2. To promote the controlled yet modern variety of the neighborhood aesthetic.
3. To encourage materials and finishes that age well and are low-maintenance to make it easier to maintain a beautiful neighbourhood.

Controls:

1. Columns can be used to enhance the expression of the facades if they appear to have structural integrity.
2. Columns must be of a modern aesthetic and have a smooth finish and simple geometric base and/or cap, or no base and/or cap. Profile must be square, rectangle, or 'I-beam'. Timber, glulam, and steel encouraged for exposed structural members.
3. No 'craftsman' style or tapered columns on the *Contemporary Modern* houses.
4. No 'craftsman' style exterior brackets *Contemporary Modern* houses.
5. Exterior trim must be of fiber cement material or an equivalent.
6. Fascia depth to be a minimum of 8".
7. Trim and detailing materials to address long-term maintenance. Timber or wood details to be preserved through staining.
8. Interesting, unique, and modern detailing encouraged. However expressive elements should be created through architectural detailing or functional components rather than through tacked on decor or ornament.
9. Trim and detailing components

3.10 Materials

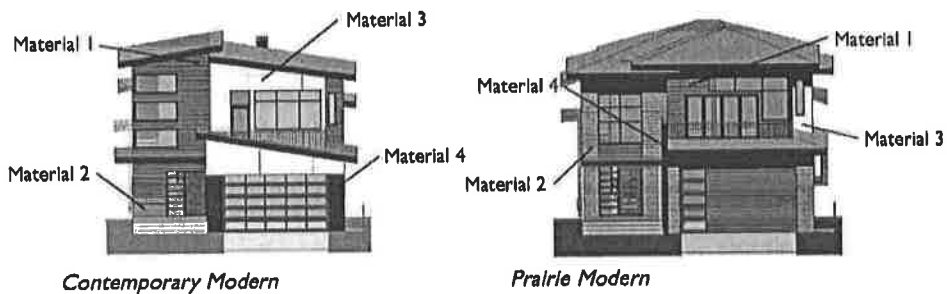
Objectives

1. To encourage the use materials with proper scale and proportion to create an interesting modern facade.
2. To promote the controlled variety of the neighborhood esthetic.

Controls:

1. Please refer to the Materials Chart for approved material selections.
2. Unacceptable Wall Materials
 - a. Raw wood siding
 - b. Wood shakes
 - c. Vinyl siding
3. Exterior walls that do not make up a front facade must be designed with complementary materials and colours.
4. A combination of approved complementary materials and colours must be used to all walls that face a street or a park. A maximum of 4 materials may be used

- per wall face.
5. Alternate Materials not listed here may be approved at the discretion of the Architectural Review Consultant
 6. There cannot be a vertical line of material transition from roof to grade, except on an inside corner, without approval from an Architectural Review Consultant.
 7. The facade may be composed of a recommended maximum of 75% of any one material.
 8. No facade may be comprised of 100% of a single material.
 9. Any accent material may only comprise a recommended maximum of 5% of the front or highly visible facade.



3.11 Colours

Objectives:

1. To promote a controlled variety of colors that complement each home and fit within the context of the block and the neighborhood.

Controls:

1. Please refer to the Materials Chart for approved material colour selections.
2. All colours specified are part of Benjamin Moore's Affinity colour collection. All material and colour choice must be complimentary to this colour collection.
2. Overly bright or fluorescent colours are not acceptable.
3. Accent colours are to be a recommended maximum of 5% of the front facade of the home.
4. The facade may be comprised of a recommended maximum of 75% of any one colour.
5. The secondary colour may be comprised of a recommended maximum of 40%.
6. No facade may be comprised of 100% of a singular colour.
7. Percentages are a guideline only. Alternative arrangements may be considered subject to the Design Consultants Approval.
8. The front facade will be limited to 4 colours.
9. All colour schemes must be approved by the Architectural Design Consultant.



Contemporary Modern



Prairie Modern

Approved Materials/Profiles/Textures and Colours				
Roof Material	Asphalt Shingle	Metal Roofing	Slate	
	IKO Asphalt Shingle or similar Approved Colours: <i>Charcoal Grey</i> <i>Dual Black</i> <i>Driftwood</i>	Vicwest or similar Profile: <i>Vicwest Ultra Vic or Similar</i> Approved Colours: <i>QC 16068 Black</i> <i>QC 16072 Charcoal</i> <i>QC 16077 Cocoa Brown</i>	TruSlate or similar Approved Colours: <i>Onyx Black</i> <i>Eco Green</i> <i>Greystone</i> <i>Mystic Grey</i>	
Wall Material	Stone	Cementitious Fiber Board	Aluminum Cladding	Aluminum Cladding
	Eldorado Stone or similar. Approved Colours: <i>Zinc European Ledge</i> <i>Sidewalk European Ledge</i> <i>Glacier European Ledge</i> <i>Iron Mill European Ledge</i> <i>Ocean Floor LedgeCut33</i> <i>Beach Pebble LedgeCut33</i> <i>Sage LedgeCut33</i> <i>Birch LedgeCut33</i>	James Hardie Siding or similar. Approved Colours: <i>Evening Blue</i> <i>Monterey Taupe</i> <i>Timber Bark</i> <i>Mountain Sage</i> <i>Khaki Brown</i> <i>Traditional Red</i> <i>Iron Grey</i> <i>Chestnut Brown</i>	Wood Tone - Longboard 4" or 6" V groove siding or similar. Approved Colours: <i>Cordoba Cherry</i> <i>Dark Fir</i> <i>Light Fir</i> <i>Light National Walnut</i> <i>Dark National Walnut</i> <i>Light Cherry</i> <i>Dark Cherry</i>	Coloured - Longboard 4" or 6" V groove siding or similar. Approved Colours: <i>Java Brown</i> <i>Sapla Brown</i> <i>Charcoal</i> <i>Slate Grey</i> <i>Sandstone</i> <i>Storm</i> <i>Coffee</i>
	Stucco	Metal Cladding	Composite Timber Board	Brick
	Acrylic Stucco Approved Colours: <i>To match approved colour.</i> Approved textures: <i>Fine Sand Float</i> <i>Medium Sand Float</i>	Vicwest or similar. Profile: <i>Vicwest 7/8" Corrugated CL938,</i> <i>AD 300, or similar as approved by ARC</i> Approved Colours: <i>QC 16066 Tile Red</i> <i>QC 16072 Charcoal</i> <i>QC 16071 Stone Grey</i> <i>AZ 150 Galvalume</i>	Parklex or similar. Approved Colours: <i>Ambar</i> <i>Rubi</i> <i>Copper</i> <i>Onix</i> <i>Antra</i>	IXL or similar. Approved Colours: <i>Small IXL 126 Grayburn Smooth</i> <i>Small IXL 151 Sable Smooth</i> <i>Small IXL 209 Russet Graintex</i> <i>Small IXL 213 Chocolate Brown Graintex</i> <i>Small IXL 219 Charcoal Graintex</i> <i>Small IXL 223 Laurentian Grey Graintex</i>

4. House Massing

Houses are to have a consistency of mass and volume within the streetscape. As such, house widths and sizes must relate proportionately and logically to the lot width and neighboring houses.

The minimum house width shall be within 2' of building pocket. The maximum house width must fall completely within zoning bylaw prescribed setbacks. The maximum height of buildings is also to be regulated by zoning bylaws. Homes incorporating a garage offset of more than 2' will be specifically reviewed for suitability. Homes will be reviewed on their individual merits of design, massing, proportion, and compatibility and, where the Architectural Consultant considers the plan to be exceptional, and, provided that the house conforms to the general trend of the neighborhood, exceptions may be considered

5. Site Planning and Grading

Site planning and grading must accommodate the natural slope of the land with variations in grade absorbed within the building mass as much as possible. Lot grading must be in strict conformance with the approved grading plan for the subdivision. For lots with a more dramatic change in terrain such as walk out basement lots, there may be a requirement for special terracing and/or retaining walls. The purchaser shall be responsible for the design and construction of such retaining structures and must ensure design grades and lot drainage are not compromised. Builders are responsible to resolve grading disputes between adjacent properties. Approved materials for retaining walls include landscape blocks (ie. Allan blocks), poured concrete with aggregate surface or strip formed concrete, or natural elements such as wood or wood product. Construction of retaining walls must conform to geotechnical specifications.

Special attention is to be given the treatment of exposed concrete foundation walls. A maximum of 2' of parged concrete will be permitted on all elevations of the homes. Variation in grade and basement design may require cladding material be lowered or extended to within 2' of ground level.

Front entry steps are to be a maximum of 4 risers per set. Where the grade calls for more than four risers, the run must be split. Exceptions to this requirement may be granted in consideration of unique design, topography and lateral bracing concerns.

Homes will be reviewed on their individual merits of design, massing, proportion and compatibility and, where the Architectural Consultant considers the plan to be exceptional, and, provided that the house conforms with the general trend of the neighborhood, exceptions may be considered.

6. Driveways and Garages

Double attached, front drive garages are required and must be located in accordance with the garage location plan. Driveways and front walks may be constructed of concrete, including plain, brush finished, stamped and coloured concrete, coloured concrete pavers and exposed or washed concrete. Where coloured concrete or pavers are utilized, the colour must be expressly approved.

The driveway is not to exceed the width of the garage to the garage front where the width may then flare to include a walkway to the front and or rear yard. A wider driveway may be considered if it can be demonstrated that it does not compromise drainage nor detract from the streetscape and landscaping standards.

A height of 18" should be maintained between the overhead garage door and the eave line. Where the height exceeds 18", special detailing may be required.

7. Landscaping Guidelines

Owners must comply with standards for landscape development contained in the City of Chilliwack zoning bylaw. Landscaping of the unit must be completed within twelve (12) months from substantial completion of dwelling construction.

7.1 Landscaping

At a minimum, one tree and a prepared shrub bed containing at least 6 shrubs at a minimum 6" height or spread. Full sod in the front yard to the curb is also required. A prepared bed is defined by edging (landscaping vinyl, brick, concrete, etc.) with wood chip mulch or ground cover.

Low maintenance, low water use landscaping in the front yard will be considered, but will require submission of detailed plans for approval prior to construction. The use of hard surface landscaping rather than sod will require the planting of additional trees and extensive shrubbery, to visually soften the hard surface and achieve greenery. Artificial turf is not permitted. The minimum tree and shrub requirement must be maintained and generally must be increased to offset the hard landscaping elements.

Design site to use minimal potable water for irrigation. Encourage planting and landscaping to be sustained by seasonal rainfall. Xeriscaping and planting of native species is encouraged.

In the case of corner lots, the front yard shall include the flanking sideyard to the sidewalk, curb or boulevard and to the point parallel with the rear property line.

The trees are to be a minimum of 2" caliper for deciduous trees or 6' tall for evergreen trees. Measurement for caliper size will be taken 6" above ground. Smaller sizes will not be accepted.

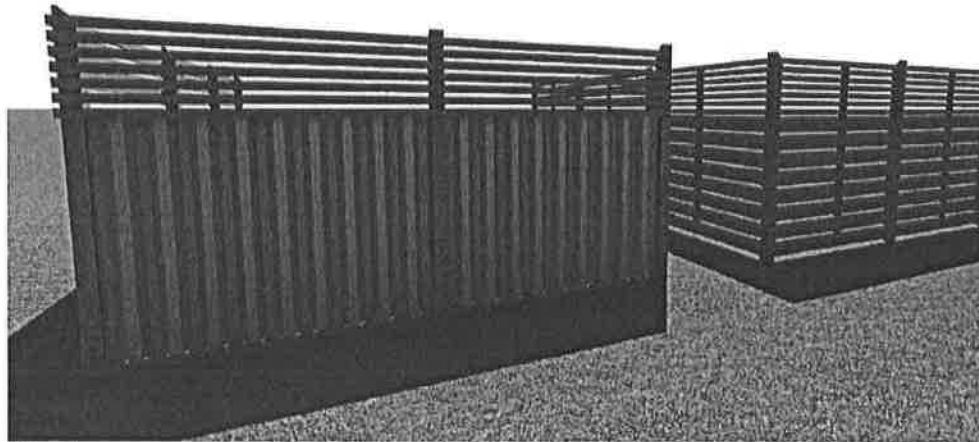
Landscaping is to be completed within 12 months of completion of the house or when weather permits. To insure compliance with the landscaping requirements, a \$2,000 security deposit must be paid by the purchaser, to be refunded by the Developer, upon confirmation of the satisfactory completion of the landscaping.

The landscaping is to follow the approved Landscape Architect's planting plan.

7.2 Fencing

To ensure fencing is contemporary and consistent with the design vision for the community. Fencing in Goldspring Heights is to be coordinated in both design and colour. There are two proposed options for six foot high fences on side and rear yards that share design elements. One is a cedar wood fence, the other is a corrugated metal and cedar wood hybrid. Alternate fence designs may be considered with approval by the Architectural Consultant. The stain color for the wood on all fences is to be approved by the Architectural Consultant.

Fences forward of the front of the house are not permitted.



Two fence options

7.3 Front Walks

Front walks shall be constructed of concrete, including plain, stamped and coloured concrete, coloured concrete pavers and exposed or washed concrete. Where coloured concrete or pavers are utilized, the colour must be expressly approved by the design consultant.

Front walks shall be a minimum of 914mm (36" inches) wide.

These guidelines have been created to assist the home owner with the design of their home and to ensure the quality and esthetic of the neighborhood is visually cohesive, and the overall neighborhood vision is maintained. The goal is to protect the interests of all who reside at Gold Spring Heights and more importantly the investment of each home owner by controlling the design of the neighborhood and each home.

8. Streetscape

To avoid façade repetition within the streetscape no more than three of either *Contemporary Modern* or *Prairie Modern* design theme may be consecutive on any one block.

The same elevation may not be repeated within two dwellings on either side, or directly across the street.

In the event two dwellings have been submitted for approval and have the same facade design, the first submission will be approved, and the second submission will have to meet the criteria as described above.

Streetscape separation of colour schemes must meet the same separation criteria as describe above for facade separation. However, if the house style is different (*Contemporary Modern* and *Prairie Modern*), the separation criteria for colour of two dwellings between, may be reduced to one.

The Architectural Review Consultant will have the right to deny application should they deem any 2 dwellings too similar within the prescribed distance.



9. Subdivision Appearance

9.1 Signage

In order to maintain cohesiveness for signage within the subdivision, all signage will be supplied by the Developer. Builder signage will be allowed on a builder's lot only; no home builder or contractor signage will be allowed on medians or boulevards.

9.2 Excavation Material

Builders must ensure that all excavation is kept within the confines of their lot. Any spillage on a road, land, sidewalk or neighboring lot must be removed immediately or the Developer will arrange for its removal and invoice for expenses.

9.3 Clean up

Builders should encourage timely removal by all subtrades of litter on building sites. Failure to comply will result in a clean-up bill being charged to the lot. Supply of bins by the Builder is mandatory. Any general clean up of the subdivision initiated by the Developer can and will be charged pro-rata to all builders.

10. Other Guidelines

10.1 Sump Pumps

All sump pump discharge must be connected to the storm sewer system. Weeping tiles should NOT be connected to the sanitary sewer. Weeping tiles should drain to a sump pump and the flows will be discharged to the storm sewer system by means of a sump pump. This configuration should comply with Municipal and Provincial standards.

10.2 Downspouts

Downspouts must be directed away from the house to streets or rear drainage structures. Storm water must not be directed onto adjacent lots.

10.3 Roof Leader Requirements

The builder should refer to the approved engineering drawings to determine any roof leader requirements.

10.4 Other

Satellite dishes or antennas must not be visible from the street and must be screened from view

Recreation vehicles may not be parked in front of any residence for longer than 72 hours.

EXHIBIT "C"
REGISTERED BYLAWS

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA6502878

Dec-11-2017 14:10:22.018

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

1512672307

PAGE 1 OF 15 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application.
 and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Daniel Benjamin Newfield FW3JRD	Digitally signed by Daniel Benjamin Newfield FW3JRD Date: 2017.12.08 15:10:18 -08'00'
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Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. CONTACT: (Name, address, phone number)

Koffman Kalef LLP

19th Floor

885 West Georgia Street

Vancouver

BC V6C 3H4

Deborah Harrison, Applicant's Agent
604-891-3619 (54914-1)

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-Y Owners Developers' Notice of Different Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN EPS4415

Related Plan Number: **EPS4415**

FORM Y- OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS

Strata Property

Act

Form Y

**OWNER DEVELOPER'S NOTICE OF DIFFERENT
BYLAWS (Section 245(d); Regulations section
14.6(2))**

Re: Strata Plan EPS4415 being a strata plan of property legally described as follows:

NO PID: Lot 3 Section 5 Township 26 NWD Plan EPP74088

The Schedule of Standard Bylaws is deleted and replaced with the following:

STRATA BYLAWS

Unless otherwise stated, all terms used herein that are defined in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act") shall have the same meanings herein as in the Act.

These bylaws bind the strata corporation, and the owners, tenants, employees and occupants of the strata lots to the same extent as if the bylaws had been signed by each such party and contained covenants on the part of each such party with each of the other parties to observe and perform the provisions of these bylaws.

For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and, unless the context requires otherwise, includes non-resident owners of strata lots.

The Schedule of Standard Bylaws in the Act does not apply to the strata corporation.

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

1. Payment of strata fees

- 1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2) Where an owner fails to pay strata fees in accordance with Bylaw 1(1), the strata corporation will charge interest of 10% per annum, compounded annually on strata fees that are outstanding on the 15th day of the month. In addition, an owner may be fined \$200.00 for each contravention, which fine may be imposed every 7 days in accordance with Bylaw 24, until such time as the strata fees are received by the strata corporation.
- 3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 4) Where an owner fails to pay a special levy in accordance with Bylaw 1(3), outstanding special levies will be subject to an interest charge of 10% per annum compounded annually. In addition to interest, failure to pay a special levy on the due date may result in a fine of \$200.00 for each

contravention, which fine may be imposed every 7 days in accordance with Bylaw 24, until such time as the special levy is received by the strata corporation.

- 5) Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

2. Repair and maintenance of property by owner

- 1) An owner must repair and maintain the owner's strata lot, including any improvements thereon, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2) An owner who has the use of limited common property, including any improvements thereon, must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3) The owner shall be liable to the strata corporation for the cost to repair or make good any and all damage caused by all damages originating from the owner's strata lot, including but not limited to water originating from hot tubs, swimming pools, waterfalls, and irrigation systems.
- 4) Each owner must ensure that the owner's strata lot, including any improvements thereon, is kept in a good state of cleanliness and repair and in such a manner as to prevent it from becoming unsightly.

3. Use of property

- 1) An owner, tenant, occupant or visitor must not use a strata lot, the common property, limited common property or common assets in a way that;
 - a. Causes a nuisance or hazard to another person,
 - b. Causes unreasonable noise,
 - c. Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - d. Is illegal, or
 - e. Is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets or those parts of a strata lot, which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 3) Each owner will ensure that any pets kept by the owner, tenant, occupant or visitor of the owner's strata lot:
 - a. Do not cause a nuisance or hazard to any other person;
 - b. Do not cause unreasonable noise;
 - c. Do not trespass on the strata lots of other owners; and
 - d. Are properly leashed or otherwise controlled at all times in terms of activity and noise when

on common property or on land that is a common asset.

- 4) An owner will be responsible to clean up any excrement from their pets deposited on the common property.
- 5) An owner will be responsible for the actions of pets brought on the common property or limited common property by himself, tenants, visitors or other occupants of the owner's strata lot.
- 6) Fire Prevention -Burning of slash or garbage is not permitted at any time, either on private lots or common property without prior written approval of the strata council
- 7) No owner may display, or cause to be displayed, or permit to be displayed, any signage advertising the strata lot (for sale, rent or lease) or any contractor or sub-trade anywhere on the common property or within a strata lot in a place which is visible from the exterior of the strata lot.
- 8) No signs, fences, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot without prior approval of the strata council.
- 9) No laundry, clothing, bedding or other articles shall be hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of a building.

4. Parking

- 1) The owner of each Strata Lot will construct parking areas within the owner's Strata Lot as required by the Strata Lot owner and in conformance with the requirements of the Statutory Building Scheme and any applicable bylaws, regulations, rules and other requirements of the City of Chilliwack. There are no common or guest parking areas in the Development.
- 2) A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes, fire lanes, no parking zones or the main access road, any of which are located on common property.
- 3) Any Resident's or Visitor's vehicle parked in violation of any of these bylaws will be subject to immediate removal by a towing company authorized by the strata council, or its designated representative, and all costs associated with such removal will be charged to the owner of the strata lot.

5. Inform Strata Corporation

- 1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- 2) All residents must:
 - a. inform the strata corporation of their name, phone numbers (home and work) and emergency contact numbers;
 - b. Inform the strata corporation of any changes with respect to the information required to be provided by bylaws 5(1) or 5(2)a.

- 2) An owner must cause the tenant to execute a Form K - Notice of Tenant's Responsibilities as provided in the Act prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof.

6. Obtain approval before altering a strata lot

- 1) Plans of all renovations are to be provided to the Strata Corporation for approval. The strata corporation must not unreasonably withhold its approval but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the renovation. Upon granting of such approval, the owner shall be required to sign an Acknowledgement of Liability and Waiver of Strata Corporation Liability for alterations form as they pertain to said renovation.
- 2) Any exterior alterations must be in line with the approved building scheme (see Schedule A as attached).
- 3) An owner must obtain the written approval of the strata council before making an alteration to a strata lot that involves any of the following:
 - a. the exterior of a building;
 - b. chimneys, stairs, balconies or other things attached to the exterior of a building;
 - c. doors, windows or skylights on the exterior of a building, or that front on the common property;
 - d. fences, railings or similar structures that enclose a patio, balcony or yard;
 - e. common property located within the boundaries of a strata lot;
 - f. those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 4) An owner, as part of its application to the strata council for permission to alter any of the above items, must:
 - a. submit in writing, detailed plans and descriptions of the intended alteration
 - b. Obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata corporation.
- 5) All construction to be carried out on a strata lot must be in compliance with the Gold Spring Heights Development Bare Land Strata Statutory Building Scheme registered against title to the strata lot.

7. Obtain approval before altering common property

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

8. Approval to build on your strata Lot

- 1) An owner, as part of its application to the Designated Design Consultant to ensure the home complies with the Gold Spring Heights Development Bare Land Strata Statutory Building Scheme will:
 - a. Submit a site plan and full architectural drawings as per the Gold Spring Heights Bare Land Strata Statutory Building Scheme
 - b. Submit a detailed landscape plan for the entire lot prepared by a professional landscape architect as per the Gold Spring Heights Bare Land Strata Statutory Building Scheme
 - c. Submit a \$10,000 security deposit as required by the Gold Spring Heights Bare Land Strata Statutory Building Scheme.
 - d. Submit a \$2,000 landscaping deposit as required by the Gold Spring Heights Bare Land Strata Statutory Building Scheme.
 - e. Submit a deposit of \$750 for the review of the proposed architectural drawings and plans by the Designated Design Consultant under the Bare Land Strata Statutory Building Scheme.

Division 2 - Powers and Duties of Strata Corporation**9. Repair and maintenance of property by strata corporation**

The strata corporation must repair and maintain all of the following:

- a. Common assets of the strata corporation;
- b. Common property that has not been designated as limited common property; and
- c. Limited common property

Division 3 – Strata council**10. Strata council size**

- 1) The strata council must have at least 3 and not more than 7 members.

11. Strata council members' terms

- 1) The term of office of a strata council member ends at the end of the annual general meeting at which the new strata council is elected.
- 2) A person whose term as a strata council member is ending is eligible for reelection.
- 3) No person may stand for strata council or continue to be on strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under Section 116(1) of the Act.

12. Removing strata council member

- 1) Unless all the owners are on the strata council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more strata council members.

- 2) After removing a strata council member, the strata corporation must hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term.

13. Replacing strata council member

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

14. Officers

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

15. Calling strata council meetings

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

the meeting has been called.

16. Requisition of strata council hearing

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

17. Quorum of the strata council

- 1) A quorum of the strata council is
 - a. 1, if the strata council consists of one member,
 - b. 2, if the strata council consists of 2,3, or 4 members,
 - c. 3, if the strata council consists of 5 or 6 members, and
 - d. 4, if the strata council consists of 7 members.
- 2) Strata council members must be present in person or by phone at the strata council meeting to be counted in establishing quorum.

18. Strata council meetings

- 1) At the option of the strata council, strata council meetings may be held by electronic means, so long as all strata council members and other participants can communicate with each other.
- 2) If a strata council meeting is held by electronic means, strata council members are deemed to be present in person.
- 3) Owners may attend strata council meetings as observers.
- 4) Despite subsection (3), no observers may attend those portions of strata council meetings that deal with any of the following:
 - a. Bylaw contravention hearings under section 135 of the Act;
 - b. rental restriction bylaw exemption hearings under section 144 of the Act;
 - c. Any other matters if the presence of observers would, in the strata council's opinion, unreasonably interfere with an individual's privacy.

19. Voting at strata council meetings

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

20. Strata council to inform owners of minutes

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

21. Delegation of strata council's powers and duties

- 1) Subject to subsections (2) to (4), the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council, and may revoke the delegation.
- 2) The strata council may delegate its spending powers or duties, but only by a resolution that
 - a. Delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - b. Delegates the general authority to make expenditures in accordance with subsection (3).
- 3) A delegation of a general authority to make expenditures must
 - a. Set a maximum amount that may be spent, and
 - b. Indicate the purposes for which, or the conditions under which, the money may be spent.
- 4) The strata council may not delegate its powers to determine, based on the facts of a particular case,
 - a. Whether a person has contravened a bylaw or rule,
 - b. Whether a person should be fined and the amount of the fine.

22. Spending Restrictions

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

23. Limitation of Strata council Member

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

Division 4 - Enforcement of Bylaws and Rules**24. Maximum Fine**

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.

25. Continuing contravention

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

Division 5 - Annual and Special General Meetings**26. Person to chair meeting**

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

27. Quorum

- 1) Notwithstanding section 48(3) of the Act, if within fifteen (15) minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters present in person or by proxy shall constitute a quorum.

28. Participation by other than eligible voters

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

29. Voting

- 1) At an annual or special general meeting, voting cards must be made available to eligible voters.
- 2) At an annual or special general meeting a vote is decided on a show of hands or of voting cards, unless an eligible voter requests a precise count.
- 3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second,

deciding vote.

- 6) Despite anything in this section, an election of strata council or any other vote must be held by secret ballot, if an eligible voter requests the secret ballot.
- 7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

30. Order of business

- 1) The order of business at annual and special general meetings is as follows:
 - a) Certify proxies and corporate representatives and issue voting cards;
 - b) Determine that there is a quorum;
 - c) Elect a person to chair the meeting, if necessary;
 - d) Present to the meeting proof of notice of meeting or waiver of notice;
 - e) Approve the agenda;
 - f) Approve minutes from the last annual or special general meeting;
 - g) Deal with unfinished business;
 - h) Receive reports of strata council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - i) Ratify any new rules made by the strata corporation under section 125 of the Act;
 - j) Report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - k) Approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - l) Deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - m) Elect a strata council, if the meeting is an annual general meeting;
 - n) Terminate the meeting.

Division 6 - Voluntary Dispute Resolution

31. Voluntary dispute resolution

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

the disputing parties.

- 3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

32. Display Lot

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

33. Video/Surveillance

- 1) The strata corporation may install and operate a video surveillance system on the common property and/or an electronic fob access system and if so, shall establish a policy in compliance with the Personal Information Protection Act for the operation of the system and the use and storage of information collected by it.
- 2) The strata corporation may collect information through the use of such video surveillance system, including but not limited to personal information of persons who pass over the common property of the strata corporation. Such personal information may include but is not limited to video and still photographic images.
- 3) The strata corporation may collect information through the use of such computerized access fob system, including but not limited to personal information of owners and occupants. Such personal information may include but is not limited to the name of the individual to whom the fob is issued and dates and times of access by the associated fob to those parts of the building accessed via fob.
- 4) Residents and visitors of the Strata Corporation are hereby deemed to have consented to the use, collection and disclosure of information recorded by such systems so long as the same is done in accordance with the terms of the policy established pursuant to this bylaw.

34. Responsibility for Damage and Insurance Deductible

A resident shall be responsible for any and all damages resulting from water released or any other damage from any including but not limited to; hot water tanks, appliances, appliance hoses, bathroom fixtures or kitchen fixtures. Despite the foregoing and for the purposes of Section 158 of the Strata Property Act, an owner shall indemnify and save harmless the Strata Corporation, and other owners, from the expense of any maintenance, repair or replacement rendered necessary to any Strata Lot, or interior of any owners suite, by the owners act, omission, negligence, or carelessness by that of an owners guest or invitee of a Strata Lot. The Strata Corporation shall have the right to charge back and recover from the owner any related expenses. Where an insurance claim has been made against the insurance policy of the Strata Plan, which is attributable to damage caused by a Strata Lot owner, guests or invitees of a strata lot and originating within that owner's strata lot, the owner of that strata lot shall be charged a sum up to the equivalent of the deductible charged by the insurer of the strata corporation as a result of the claim.

35. Easement

The owners of the strata lots acknowledge that the Strata Corporation is or may be a party to one or more cost sharing agreements (which may be included in one or more easement agreements whereby the applicable shared use is permitted or contained within one or more separate instruments) pursuant to which the Strata Corporation is obligated to pay its proportionate share of the costs relating to the use, operation, repair and maintenance of certain shared project facilities and roads, and that the Strata Corporation's share of the costs under each such agreement constitutes an expense of the strata corporation which shall be borne by the owners of the strata lots in proportion to the unit entitlement of their respective strata lots or as otherwise set out in the budget of the Strata Corporation.

36. Small Claims Court

The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner money due and owing to the Strata Corporation, including money owing as:

- a) administration fees, strata fees;
- b) bank charges;
- c) fines;
- d) Interest on unpaid special levies or strata fees;
- e) Insurance deductible amounts up to the maximum amount recoverable in Provincial (Small Claims) Court under the Small Claims Act;

f) Legal costs incurred by the Strata Corporation to recover insurance deductible amounts, on a solicitor and client basis;

g) Costs and expenses incurred by the strata corporation to remedy a contravention of the Act, the bylaws or rules, including all legal costs incurred, on a solicitor and client basis; and;

h) All amounts incurred by the strata corporation for any maintenance, repair or replacement rendered necessary to the common property, the common assets or to any strata lot or any cost incurred by the strata corporation for which the owner or any member of the owner's family or owner's tenants, invitees, employees or agents was responsible, but only to the extent that such an expense or cost is not reimbursed from the proceeds of any insurance policy.

SCHEDULE A

BEFORE YOU BUILD AT GOLD SPRING HEIGHTS

This addendum to the Strata Bylaws is meant to assist you with the steps required prior to building your home at Gold Spring Heights:

- 1) Review all the legal documents on title of your property, which likely includes important information such as:
 - The location of the building envelope.
 - The maximum gross floor area buildable for your lot.
 - The maximum 2nd floor elevation for the proposed house.
 - Any tree preservation zone located on your property.
 - Any easements and/or rights of ways located on your property.
 - The Gold Spring Heights Bare Land Strata Statutory Building Scheme
- 2) Review all applicable municipal zoning regulations under the applicable zoning, as well as the general regulations and definitions of the Zoning Bylaw of the City of Chilliwack, which will give you information such as:
 - Setbacks.
 - Building height and its calculation in relationship to grade.
 - Parking regulations and driveway gradients as well as setbacks of parking areas.
 - Required information necessary to obtain a building permit from the City of Chilliwack
- 3) Apply for review and approval from the Designated Design Consultant under the Gold Spring Heights Bare Land Strata Statutory Building Scheme
- 4) Apply and obtain a building permit from the City of Chilliwack.

Please note that NO IMPROVEMENT on the lot - including building, clearing, grading, servicing preparation and removal of trees- should occur prior to obtaining both approval from both the Designated Design Consultant AND a Building Permit from the City of Chilliwack. *Note: While this addendum is meant to assist, it is not an exhaustive list of all the requirements both from legal documents on title of your property to the municipal regulations, which could apply during the building process.*

Dated this 7th day of December, 2017

GOLD SPRING HEIGHTS DEVELOPMENT LTD.

Per: _____

CLAUS HOELK

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA6502878

1515174279 PAGE 1 OF 1 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

Daniel Benjamin Newfield FW3JRD	Digitally signed by
	Daniel Benjamin
	Newfield FW3JRD
	Date: 2018.01.05 10:00:59 -08'00'

I, Daniel Benjamin Newfield, solicitor, declare that:

1. I filed a Strata Property Act Filing - Form-Y Owners Developers' Notice of Different Bylaws in the New Westminster Land Title Office on December 11, 2017 under instrument number CA6502878 (the "Form Y").
2. In the heading on page 2 of the Form Y, I inadvertently inserted the words "The Schedule of Standard Bylaws is deleted and replaced with the following:" which should have read "The attached bylaws differ from the Standard Bylaws to the Strata Property Act, as permitted by section 120 of the Act".
3. Accordingly, the words "The Schedule of Standard Bylaws is deleted and replaced with the following:" in the heading on page 2 of the Form Y should be replaced with the words "The attached bylaws differ from the Standard Bylaws to the Strata Property Act, as permitted by section 120 of the Act".

I make this declaration knowing it to be true based on personal information and reasonable belief.

Daniel Benjamin Newfield

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$0.00

EXHIBIT "F"
SUMMARY OF LEGAL NOTATIONS, CHARGES AND ENCUMBRANCES

EXHIBIT "F" – SUMMARY OF LEGAL NOTATIONS, CHARGES, AND ENCUMBRANCES

A. LEGAL NOTATIONS – BENEFITTING THE LANDS

1. Easement BB1000644 over the common property Strata Plan LMS2385. Please see Section B.11.
2. This title may be affected by a permit under part 26 of the Local Government Act. See BB1033129, which pertains to a development permit issued on December 9, 2008.
3. This title may be affected by a permit under part 26 of the Local Government Act. See BB1355035, which pertains to a development permit issued on November 14, 2011.
4. This title may be affected by a permit under part 26 of the Local Government Act. See BB1510098, which pertains to a development permit issued on November 25, 2013.
5. Easement BB408418 (registered on June 5, 2007) over part Plan BCP30474 of Lot A Plan BCP28825 (part formerly Lot 1 Plan BCP37882), which describes an easement over Lot A, granted by 0436131 B.C. Ltd. to the Owner, for the benefit of the Lands. The purpose of this easement is to grant to the Owner an area for the maintenance and operation of a 200mm underground storm pipe running through the easement area. An explanatory plan showing the easement area is attached to the Agreement as Schedule "A".
6. Easement BB517756 (plan BCP30785) (registered on June 21, 2007) over Lot 1 Plan BCP30784 (part formerly Lot 1 Plan BCP37882), which describes an easement over Lot 12, granted to the Owner to itself, for the benefit of the Lands. The purpose of this easement is to grant to the Owner an area for the maintenance and operation of a 200mm underground storm pipe running through the easement area. The easement area is shown in Plan BCP30785.
7. Easement BB517757 (plan BCP30785) over Lot 2 Plan BCP30784 (part formerly Lot 1 Plan BCP37882). Please see legal notation BB517756 described under Section A.6.
8. Easement BB517758 (plan BCP30785) over Lot 3 Plan BCP30784 (part formerly Lot 1 Plan BCP37882). Please see legal notation BB517756 described under Section A.6.
9. Easement BB517759 (plan BCP30785) over Lot 4 Plan BCP30784 (part formerly Lot 1 Plan BCP37882). Please see legal notation BB517756 described under Section A.6.
10. Easement BB517760 (plan BCP30785) over Lot 5 Plan BCP30784 (part formerly Lot 1 Plan BCP37882). Please see legal notation BB517756 described under Section A.6.
11. Easement BB517761 (plan BCP30785) over Lot 6 Plan BCP30784 (part formerly Lot 1 Plan BCP37882). Please see legal notation BB517756 described under Section A.6.
12. Easement BB517762 (plan BCP30785) over Lot 7 Plan BCP30784 (part formerly Lot 1 Plan BCP37882). Please see legal notation BB517756 described under Section A.6.
13. Easement BB517763 (plan BCP30785) over Lot 8 Plan BCP30784 (part formerly Lot 1 Plan BCP37882). Please see legal notation BB517756 described under Section A.6.

14. Easement BB517764 (plan BCP30785) over Lot 9 Plan BCP30784 (part formerly Lot 1 Plan BCP37882). Please see legal notation BB517756 described under Section A.6.
15. Easement BB517765 (plan BCP30785) over Lot 10 Plan BCP30784 (part formerly Lot 1 Plan BCP37882). Please see legal notation BB517756 described under Section A.6.
16. Easement BB517766 (plan BCP30785) over Lot 11 Plan BCP30784 (part formerly Lot 1 Plan BCP37882). Please see legal notation BB517756 described under Section A.6.
17. Easement BB517767 (plan BCP30785) over Lot 12 Plan BCP30784 (part formerly Lot 1 Plan BCP37882). Please see legal notation BB517756 described under Section A.6.
18. Easement BB734023 over Lot 2, Plan BCP37882 (part formerly Lot 1 Plan BCP37882). Please see Section B.11.
19. Easement BB734030 over the common property Strata Plan LMS2385 (part formerly Lot 1 Plan BCP37882) Please see Section B.12.
20. Easement BJ200502 over Lot 1 Plan LMP24175 (part formerly Lot 1 Plan BCP37882). Please see Section B.4.
21. Easement BK126500 over Lot 1 Plan LMP28113 pursuant to B.C. Regulations 334/79 Section 9 (part formerly Lot 1 Plan BCP37882). Please see Section B.8.
22. Easement BK177288 over Lot 2 Plan LMP28113 (part formerly Lot 1 Plan BCP37882). Please see Section B.9.
23. Easement BK177289 over Lot 4 Plan LMP28557 (part formerly Lot 1 Plan BCP37882). Please see Section B.9.
24. Easement BK177290 over the common property of Strata Plan LMS2385 (part formerly Lot 1 Plan BCP37882). Please see Section B.9.
25. This title may be affected by a permit under part 26 of the Local Government Act. See BB4068533, which pertains to a development permit issued on April 15, 2014.
26. This title may be affected by a permit under part 29 of the Municipal Act. See BJ185456, which pertains to a development permit issued on June 15, 1995.
27. This title may be affected by a permit under part 29 of the Municipal Act. See BJ91408, which pertains to a development permit issued on March 17, 1995.
28. Easement S115531 (registered on October 22, 1980) over part (Plan 60306) of Lot 2 Plan 50147 (part formerly Lot 1 Plan BCP37882), which describes an easement over Lot 2 for the purpose of the installation, maintenance and operation of a water well, pump and waterline.
29. Easement CA4408644 (registered on May 21, 2015) over that part of Lot 17, Plan EPP47903 included in Plan EPP48042, which describes an easement over Lot 17, Lot 18, Lot 19 and Lot 20, granted by the Owner to itself, for the benefit of the Lands, which grants to the Owner an area for the inspection, maintenance and repairing of the backfill levels behind a certain retaining wall located on the easement area.

30. Easement CA4408645 over that part of Lot 18, Plan EPP47903 included in Plan EPP48042. Please see legal notation CA4408644 described under Section A.28.
31. Easement CA4408646 over that part of Lot 19, Plan EPP47903 included in Plan EPP48042. Please see legal notation CA4408644 described under Section A.28.
32. Easement CA4408647 over that part of Lot 20, Plan EPP47903 included in Plan EPP48042. Please see legal notation CA4408644 described under Section A.28.
33. Phased Strata Plan Declaration (Form P) filed under CA6502853 which describes the phasing proposed for the Development.
34. Hereto is Annexed Easement CA6502880 over Strata Lot 6 Strata Plan EPS4415 for access to a Storm Water Detention Facility.
35. Hereto is Annexed Easement CA6502881 over Strata Lot 7 Strata Plan EPS4415 for access to a Storm Water Detention Facility.

B. CHARGES, LIENS AND INTERESTS

1. **Statutory Right of Way BJ153315, registered on 1995-05-25.** The Owner granted to BC Tel (now "Telus") a statutory right of way for the purpose of constructing, maintaining and operating above or below ground structures, ducts, pipes, cables and other forms of communication equipment in respect to all communication, electrical and cablevision transmission. The Owner covenants to not do anything to interfere or obstruct Telus' works in respect to this right of way. Telus agrees to indemnify the Owner for any damages in connection with Telus' operations in connection with this right of way.
2. **Statutory Right of Way BJ200495 registered on 1995-07-07.** The Owner granted to the District of Chilliwack (the "City") a statutory right of way for the purpose of constructing, maintaining and operating above or below ground structures, ducts, pipes, cables, spillways and other infrastructure in respect to water, sewage, gas, communication and electrical energy works. The Owner covenants to not do anything to interfere or obstruct the City's works in respect to this right of way.
3. **Covenant BJ200497 registered on 1995-07-07.** The Owner granted this covenant in favour of the City whereby the Owner agreed with the City that the Lands shall not be built upon or subdivided except in strict compliance with this Agreement. Certain requirements under this Agreement are as follows:
 - (a) the maximum number of townhouse units and multi-family units permitted to be built upon the Lands are 204 and 283, respectively;
 - (b) all works constructed upon the Lands are to be in compliance with the pertinent bylaws, including subdivision bylaws, and subject to certain approvals by the City;
 - (c) prior to final approval of the "second subdivision" of the Lands, the Owner shall deposit with the City a deposit in the amount of 125% of the cost of construction as estimated by the City; and

- (d) the Owner, under this Agreement, grants to the City a perpetual rent charge against the Lands, which shall rank ahead of all financial charges registered against the Lands.

The City reserves the right to complete any works required to be completed prior to subdivision approval utilizing such funds held on deposit.

4. **Easement BJ200502 registered on 1995-07-07.** This easement is granted to allow for the crossing and passing over the Lands, on foot or by vehicle, in order to access Lot A (Plan LMP15744) and Lot 8 (Plan 9192). The easement area may be used for construction, laying down and installing roadways, communications and utility systems or other improvements as the owners of Lot A and Lot 8 deem necessary. This easement is not registered against Strata Lots 8, 9, 10, 11, 12, 13 and 14.
5. **Easement BJ253398 registered on 1995-08-25.** The Owner granted to the City an easement over the Lands for the purposes of granting access to Lot 2 (Plan LMP24175). This easement is granted to allow for the crossing and passing over the Lands, on foot or by vehicle, in order to access Lot 2 (Plan LMP24175). The easement area may be used for construction, laying down and installing roadways, communications and utility systems or other improvements as the City deems necessary. This easement is not registered against Strata Lots 8, 9, 10, 11, 12, 13 and 14.
6. **Statutory Right of Way BJ285555 registered on 1995-09-22.** The Owner granted to British Columbia Hydro and Power Authority (“**BC Hydro**”) a statutory right of way over the Lands for the purposes of excavating, installing, operating and maintaining underground conduits and cables and aboveground transformers in connection with the distribution of electrical energy and communications. The Owner covenants to not do anything to interfere or obstruct BC Hydro’s works in respect to this right of way. BC Hydro covenants to indemnify the Owner of any damages resulting from the operations of Telus over this right of way. This statutory right of way is not registered against Strata Lots 8, 9, 10, 11, 12, 13 and 14.
7. **Covenant BK126495 registered on 1996-04-30.** The Owner granted this covenant in favour of the City whereby the Owner agreed with the City that the Lands shall only be used as an arboretum over the portions of land outlined on the plan attached as Schedule “A”. The Owner is to also design and construct a public access trail through the arboretum within three years of the date of this Covenant. This Covenant is not registered against Strata Lots 8, 9, 10, 11, 12, 13 and 14.
8. **Easement BK126500 registered on 1996-04-30.** The Owner granted an easement over the Lands for the purposes of granting access for the crossing and passing over the Lands, on foot or by vehicle, in order to access adjacent lots. This access easement is to be used in connection with the construction and provision of water, storm drainage, gas, sewage, electrical power, cablevision, telephone, fibre optics and other utilities being supplied to the Lands. This easement is not registered against Strata Lots 8, 9, 10, 11, 12, 13 and 14.
9. **Reciprocal Access and Utility Easement BK177288 and BK177289 registered on 1996-06-10.** The Owner and The Owners, Strata Plan LMS2385 (“**The Owners, Strata Plan LMS2385**”) granted reciprocal access and utility easements over the Lands, strata lots 1 to 27 (the “**Strata Lots**”) and the common property thereto (the “**Common Property**”). These mutual easements have been granted between the Owner and The Owners, Strata Plan LMS2385, for the purposes of providing access to and from public highways and other roadways and for the purposes of allowing water, gas, and electricity utilities access among the properties. Easement BK177288 is no longer registered against Strata Lots 3, 4 and 5.

The responsibility to manage and maintain the easement areas shall be allocated to the various owners in accordance with Section 6.1 and the diagram attached to the Agreement under Schedule "D", which includes provisions for cost sharing.

10. **Statutory Right of Way BB517735 registered on 2007-06-21.** The Owner granted to the City a statutory right of way for the purposes of installing, operating and maintaining certain municipal works. The Owner covenants to not do anything to interfere or obstruct the City's works in respect to this to this right of way. The City agrees to indemnify the Owner for any damages in connection with the City's operations in connection with this right of way. This statutory right of way is not registered against Strata Lots 3, 4 and 5.

This right of way area is shown on under Plan BCP30783.

11. **Access and Utility Easement and Equitable Charge BB734024 registered on 2008-11-27.** Gold Spring Recreational Association (the "Association"), as the registered owner of Lot 2 (Plan BCP37812), granted to the Owner an access easement over Lot 2 for the purposes of facilitating the installation, operation and maintenance of certain water, gas, sewage, electrical and other utilities infrastructure. Concurrently, the Owner and others granted to the Association an equitable charge over the Lands for the full payment of the Owner's proportionate share of maintenance costs, as described and calculated under Section 6 of this Agreement.

12. **Reciprocal Access and Utility Easement BB734029 and Equitable Charge BB734031 registered on 2008-08-29.** The Owner and The Owners, Strata Plan LMS2385, granted to, among themselves, reciprocal access and utility easements over the Lands and the Common Property. These mutual easements have been granted for the purposes of providing access to and from public highways and other roadways and for the purposes of allowing water, gas, and electricity utilities access to and from the properties.

The responsibility to manage and maintain the easement areas shall be allocated to the Owner and The Owners, Strata Plan LMS2385, in accordance with Section 5.1 and the diagram attached to the Agreement under Schedule "B", with further reference to subdivision plan BCP37882. Both the Owner and The Owners, Strata Plan LMS2385, grant to each other equitable charges over Lot 1 and the Common Property for the full payment of the Owner's and The Owners', Strata Plan LMS2385, proportionate share of such maintenance costs. The Owner and the Owners, Strata Plan LMS2385, each agree to indemnify and save harmless each other in connection with any liability incurred in connection with each party's rights under this Agreement.

13. **Statutory Right of Way CA4045267 registered on 2014-10-28.** The Owner granted to BC Hydro a statutory right of way over the Lands for the purposes of installing, operating and maintaining certain telecommunications and electricity distribution infrastructure, including but not limited to underground lines, cables, conduits and pipes.

14. **Statutory Right of Way CA4045268 registered on 2014-10-28.** The Owner granted to Telus a statutory right of way over the Lands for the purposes of installing, operating and maintaining certain telecommunications and electricity distribution infrastructure, including but not limited to underground lines, cables, conduits and pipes. The right of way area is described on the drawing appended to this Agreement.

15. **Covenant CA4408638 registered on 2015-05-21.** The Owner granted to the City a covenant stipulating that the Owner may use the Lands only in the manner determined by the City's

geotechnical engineer pursuant to an environmental report concerning the Lands. The Owner agrees that a building permit may not be issued by the City until the Owner provides to the City a subsequent report, issued by a professional geotechnical engineer, stating that such lands are fit for use and in accordance with stipulated requirements. This covenant is to run with every lot should the lands be subdivided.

16. **Covenant CA4408640 registered on 2015-05-21.** The Owner granted to the City a covenant stipulating that the Owner may not build or place any structure over certain watercourse areas described in Plan EPP47904. The described area shall also not be filled or caused to be encroached on by any silt, sewage or overland flow whatsoever.
17. **Statutory Right of Way CA5841185 registered on 2017-02-27.** The Owner granted to BC Hyrdo a statutory right of way over the Lands for the purposes of installing, operating and maintaining certain telecommunications and electricity distribution infrastructure, including but not limited to underground lines, cables, conduits and pipes.
18. **Statutory Right of Way CA5841186 registered on 2017-02-27.** The Owner granted to Telus a statutory right of way over the Lands for the purposes of installing, operating and maintaining certain telecommunications and electricity distribution infrastructure, including but not limited to underground lines, cables, conduits and pipes.
19. **Statutory Right of Way CA6373113 registered 2017-10-16.** The Owner granted a statutory right of way to Fortis Energy Inc. for the purposes of installing, operating and maintaining certain natural gas distribution and infrastructure systems.
20. **Covenant CA6502846 registered 2017-12-11.** The Owner granted the City a covenant to ensure protection of a riparian area as shown on Plan EPP74987 attached to the covenant.
21. **Covenant CA6502847 registered 2017-12-11.** The Owner granted the City a covenant that provides that prior to issuance of a building permit for the residential residences to be constructed on the Land, the owner must submit a geotechnical engineering report to the City from Fraser Valley Engineering Ltd., or such other firm approved by the City from time to time.
22. **Easement CA6502879 registered 2017-12-11.** The Owner granted the Gold Spring Recreational Association an easement over the Common Property for the purpose of access and use of a driveway gate. This easement is registered only against the Common Property.
23. **Easement CA6502882 registered 2017-12-11.** The Owner granted the Gold Spring Recreational Association an easement for access to a storm water detention facility located on the Common Property. This easement is registered only against the Common Property.
24. **Easement CA6502849 registered 2017-12-11.** The Owner granted The Owners, Strata Plan LMS2385 access over that portion shown on plan EPP74896 for the purpose of gaining access to the easement area for sanitary sewer purposes. This easement is registered only against Strata Lots 3 and 4.
25. **Restrictive Covenant CA6502883 registered 2017-12-11.** The Owner granted The Owners, Strata Plan LMS2385 a covenant which restricts the height of buildings to be constructed on the strata lots to 15 feet from the centre of curb. This easement is registered only against Strata Lots 3, 4 and 5.

26. **Statutory Building Scheme CA6502884 registered 2017-12-11.** This building scheme is registered against Strata Lots 3, 4, 5, 8, 9, 10, 11, 12, 13 and 14 and sets out the requirements for design and construction of the buildings to be constructed on the Lands.

EXHIBIT "G"
FORM OF CONTRACT OF PURCHASE AND SALE

**GOLD SPRING HEIGHTS –BARELAND STRATA LOT – PHASE 1
CONTRACT OF PURCHASE AND SALE**

BETWEEN THE VENDOR:

GOLD SPRING HEIGHTS DEVELOPMENT LTD.

(the "Vendor")

AND THE PURCHASER(S)

Full Name: _____

Address: _____

Telephone: _____

Email: _____

Full Name: _____

Address: _____

Telephone: _____

Email: _____

Full Name: _____

Address: _____

Telephone: _____

Email: _____

Full Name: _____

Address: _____

Telephone: _____

Email: _____

(collectively the "Purchaser")

The Purchaser certifies that he/she/they is/are is not /are not a resident of Canada under the *Income Tax Act (Canada)*.

PROPERTY:

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Purchaser Initials

Bare land strata lot number _____ (the "Strata Lot") (as shown on Schedule "B" attached hereto), currently legally described as: PID _____ (the "Lands") and having a civic address at the time of writing this contract of: 46818 Sylvan Drive, Chilliwack, B.C. located in the bare land strata development known as "Gold Spring Heights – Phase 1" (the "Development") in the City of Chilliwack, British Columbia, such Development being more particularly described in the Disclosure Statement (as hereinafter defined).

The purchase price (the "Purchase Price") for the Strata Lot is: _____ \$ _____.

The Purchase Price excludes any applicable Federal Goods and Services Tax ("GST"), any GST new housing rebate or any equivalent sales tax or rebates applicable on the Completion Date (as hereinafter defined).

DEPOSIT AND PAYMENT OF PURCHASE PRICE:

The Purchaser shall pay the Purchase Price as follows:

A DEPOSIT accompanying this Offer in the amount of \$15,000.00 payable to Re/Max Nyda Realty, in trust , by way of personal cheque, certified cheque or bank draft; and	\$15,000.00 (the "Deposit")
THE BALANCE of the Purchase Price, subject to closing adjustments, shall be paid on the Completion Date (as hereinafter defined)	\$ _____

RECEIPT FOR DISCLOSURE STATEMENT: The Vendor confirms that it has delivered to the Purchaser a copy of the Disclosure Statement dated September 7, 2017, the First Amendment to Disclosure Statement dated October 3, 2017, and the Second Amendment to Disclosure Statement dated February 20, 2018, and any amendments thereto filed up to the date hereof (collectively, the "Disclosure Statement"). The Purchaser hereby acknowledges receipt of the Disclosure Statement and confirms that he/she/it has been afforded reasonable opportunity to read the Disclosure Statement before executing this Offer. The Purchaser agrees that the provisions of the Disclosure Statement and the terms of this Agreement are the terms under which the Strata Lot is being sold and purchased. Execution of this Offer by the Purchaser constitutes a written statement from the Purchaser acknowledging that the Purchaser has had an opportunity to read the Disclosure Statement prior to executing this Offer. Furthermore, the Purchaser acknowledges that the Disclosure Statement relates to a development property that is not yet completed and confirms that it has read and has referred to section 7.2 of the Disclosure Statement for information on the purchase agreement before executing this Offer.

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Initials

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Purchaser Initials

CONSENT TO ELECTRONIC DELIVERY

The Purchaser hereby consents to receiving the Disclosure Statement and any subsequent amendments thereto, by electronic means from the Vendor in accordance with section 15(3) of the *Real Estate Development Marketing Act* (British Columbia).

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Initials

The Purchaser hereby irrevocably offers to purchase the Strata Lot from the Vendor (the "Offer") on the terms and conditions set out herein subject to the encumbrances (the "Permitted Encumbrances") referred to in Article 4 of the Disclosure Statement and Schedule C attached hereto.

This Offer will be open for acceptance by the Vendor until 5:00 p.m. Pacific Standard Time on _____, 20____, and upon acceptance of the Offer by the Vendor, there will be a legally binding contract of purchase and sale (the "Agreement") on the terms and conditions set forth herein.

The Purchaser has executed this Offer this ____ day of _____, 20_____.

Signature of Purchaser _____ Print Name: _____ Witness _____ Print Name: _____	Signature of Purchaser _____ Print Name: _____ Witness _____ Print Name: _____
Signature of Purchaser _____ Print Name: _____ Witness _____ Print Name: _____	Signature of Purchaser _____ Print Name: _____ Witness _____ Print Name: _____

This Offer is accepted by the Vendor on this _____ day of _____, 20____. (the "Acceptance Date").

GOLD SPRING HEIGHTS DEVELOPMENT LTD.

Per: _____
 Authorized Signatory

The Terms and Conditions attached as Schedule "A" hereto and all addenda and additional schedules attached hereto form a part of the Agreement. No representations, warranties, terms and conditions made by any person or agent not contained herein shall be binding upon the Vendor

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Purchaser Initials

BROKERAGE: _____

ADDRESS: _____

PHONE: _____

PREPARED BY: _____

MLS® NO: _____

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Purchaser Initials

SCHEDULE "A"

Terms and Conditions

The following terms shall apply to this Agreement:

1. **Deposit and Payment.** Except as otherwise expressly provided herein, the Deposit will be non-refundable and paid to Re/Max Nyda Realty (the "**Vendor's Agent**"), in trust. All interest will accrue to the credit of the Vendor. If the Purchaser does not pay when due the Deposit required to be made hereunder, or defaults in any of the Purchaser's obligations hereunder, then the Vendor shall have the right, at its option, by written notice to the Purchaser to terminate this Agreement and in such event all Deposit previously made by the Purchaser, and all interest thereon, if any, shall be absolutely forfeited to the Vendor on account of damages and not as a penalty, without prejudice to the Vendor's other remedies against the Purchaser. The Purchaser irrevocably directs the Vendor's Solicitor to pay the Deposit to the Vendor if the Vendor terminates this Agreement in the manner set out above. The Deposit will be credited toward the payment of the Purchase Price on the Completion Date (as hereinafter defined).

If the Vendor enters into a Deposit Protection Contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**"), the Vendor's Solicitor will pay the Deposit to the Vendor upon receipt of the original or a true copy of the Deposit Protection Contract from an insurer. In such case, the Vendor may use the Deposit for purposes related to the Development, including, without limitation, the construction and marketing of the Development, in accordance with the provisions of REDMA.

2. **Completion Date.** The completion date for the purchase and sale of the Strata Lot is _____ (the "**Completion Date**"). The Purchaser acknowledges and agrees that the Completion Date may occur prior to the date that the Vendor has completed all necessary servicing and utilities for the Development. Therefore, the Purchaser may not be able to obtain a building permit and/or occupancy permit from the City of Chilliwack in order to construct improvements on the Strata Lot until such time as all necessary servicing is completed by the Vendor but this shall not preclude the Purchaser from being required to complete the purchase and sale of the Strata Lot.

3. **Conveyance.** The Purchaser and Vendor acknowledge and agree that:

- (a) The Purchaser will cause its solicitors or notary public to undertake to the Vendor and the Vendor's Solicitor to pay the Purchase Price, as adjusted pursuant to this Agreement, to the Vendor upon the Form A Freehold Transfer (the "**Transfer**") of the Strata Lot being tendered for registration in the Land Title Office in which the Strata Lot is registered and a satisfactory post-registration index search being conducted indicating that in the normal course registration procedure the Purchaser will become the registered owner of the Strata Lot subject only to the Permitted Encumbrances, the Vendor's financing (which is to be discharged) and any encumbrances granted by or relating to the Purchaser. The Purchaser shall pay all costs in connection with the purchase of the Strata Lot including any federal and provincial sales tax, GST, property transfer tax and any other taxes payable in connection with the purchase of the Strata Lot.

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Purchaser Initials

- (b) It shall be the Purchaser's responsibility to prepare or cause to be prepared a Transfer, Statement of Adjustments and any other documents reasonably required to complete this transaction, in a registrable form as necessary, and to deliver such documents to the Vendor's Solicitor at least five (5) business days prior to the Completion Date. The Purchaser shall bear all costs of preparation and registration of the Transfer and the other closing documents. The Purchaser shall also be responsible for obtaining, at its sole cost and expense any Form F and Form B Certificates under the *Strata Property Act*. The Vendor shall bear its own costs for discharging any existing financial charges it is required to discharge and the Purchaser agrees that the Vendor may use the Purchase Price proceeds for discharging such encumbrances. If required by the Vendor, payment of the adjusted Purchase Price will be made by more than one certified cheque or bank draft payable and delivered to such person(s) as directed by the Vendor on the Completion Date.
- (c) The Vendor, while still required to clear the Vendor's existing financial charges registered against the Strata Lot, may wait to pay and discharge such financial charges until after receipt of the Purchase Price, but in this event, the Purchaser's solicitor or notary public shall pay the balance of the Purchase Price to the Vendor's Solicitor on their undertakings to pay and discharge the Vendor's existing financial charges within a reasonable time after closing, and remit the balance, if any, to the Vendor. The Purchaser shall accept title to the Strata Lot subject to the Permitted Encumbrances.
- (d) If the Purchaser is relying upon a new mortgage to finance a portion of the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the Transfer and new mortgage documents have been submitted for registration in the Land Title Office in which the Strata Lot is registered but only if, on or before the Completion Date, the Purchaser has made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage, fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration and made available to the Vendor's Solicitor a lawyer's or notary public's undertaking to pay on the Completion Date the balance of the Purchase Price as adjusted upon the lodging of the Transfer and the new mortgage in the Land Title Office and advance of the mortgage proceeds. The balance of the Purchase Price must be paid by way of solicitor's or notary's certified trust cheque or bank draft payable to the Vendor's Solicitor in trust and delivered to the Vendor's Solicitor on the Completion Date.
4. **Adjustment.** The Purchaser shall assume and pay all taxes, rates, local improvement assessments, fuel, strata fees, utilities, water rates and scavenging rates, and all other charges and adjustments both incoming and outgoing of whatsoever nature in respect of the Strata Lot, from and including the Completion Date. If a separate assessment of taxes, rates, local improvement assessments or other charges for the Strata Lot is not available, the amount applicable to the Strata Lot will be determined by prorating the total amount among all strata lots in that part of the lands for which the same have been levied on the basis of the Vendor's proposed purchase price in each case, or on the basis of such other allocation as may be reasonably determined by the Vendor in its sole discretion.

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Purchaser Initials

5. **Possession.** Subject to any and all servicing and other work to be performed by the Vendor or its contractors in respect of the Strata Lot and the Development, the Permitted Encumbrances, and the Vendor's financial encumbrances to be discharged by the Vendor's Solicitors as provided herein, the Purchaser shall obtain possession of the Strata Lot on the first business day after the Completion Date, provided that the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot have been paid in full.

6. **Costs/GST.** The Purchaser acknowledges and agrees that the Purchase Price is exclusive of all applicable taxes, including GST, and any other federal or provincial sales, service, transition value added or other tax. The Vendor and Purchaser hereby further agree that the Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot, including property transfer tax and any applicable taxes, including GST, and any other federal or provincial sales, service, transition, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Strata Lot. Where the sale of the Strata Lot is subject to tax and the Purchaser warrants under this Agreement that it is a GST registrant and delivers documentary proof of the Purchaser's GST registration number, including a certificate or a statutory declaration, the Vendor will rely upon the Purchaser's warranty and documentary proof provided, and based on this reliance, will apply the provisions of section 221(2) of the *Excise Tax Act*. The Purchaser hereby agrees to indemnify and save harmless the Vendor from and against all claims or assessments made by Canada Revenue Agency against the Vendor by reason of the Vendor relying upon the warranty and documentary proof delivered by the Purchaser.

7. **Purchaser's Conditions.** The obligation of the Purchaser to complete the purchase of the Strata Lot is subject to the following condition(s) being satisfied or waived on or before the following date(s):

Date	Condition

The above condition(s) is/are for the sole benefit of the Purchaser and may be waived unilaterally by the Purchaser at any time on or before such date(s). If the Purchaser does not give the Vendor or the Vendor's agent or lawyer written notice of the satisfaction or waiver of any of such conditions on or before such date(s), this Agreement will be automatically terminated and the Deposit will be returned to the Purchaser.

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Purchaser Initials

8. **Risk.** The Strata Lot will be and remain at the risk of the Vendor until 12:01 a.m. on the Completion Date and thereafter, the Strata Lot will be at the risk of the Purchaser. In the event of major loss or damage to the same occurring before such time by reason of tempest, lighting, earthquake, flood or other act of God, fire or explosion, which is not repaired prior to the Completion Date, either party may, at its option, terminate this Agreement by written notice to the other party and in such event the Deposit shall be returned to the Purchaser (excluding interest earned thereon, if any), and in such event neither the Vendor nor the Purchaser shall have any further obligations or liability whatsoever hereunder. The Purchaser agrees that, except as aforesaid, he/she/it will have no further claim against the Vendor in the event of such termination.
9. **Time of Essence and Treatment of Deposit.** Time will be of the essence hereof and all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder shall be paid when due. If the Deposit or the balance of the Purchase Price are not paid in accordance with this Agreement or the Purchaser is in breach of any covenant or obligation hereunder, the Vendor may terminate this Agreement and in such event the Deposit previously paid by the Purchaser shall be absolutely forfeited to the Vendor on account of damages and not as a penalty, without prejudice to the Vendor's other remedies against the Purchaser and the Vendor shall not have any further obligations or liability whatsoever hereunder. If the Purchaser defaults in the payment of any Deposit hereunder and the Vendor does not elect to terminate this Agreement, the Purchaser will pay interest at the Prime Rate as established by the Vendor's primary banker from time to time, plus 2% per annum, calculated daily and compounded monthly for all overdue Deposit calculated from the date upon which such funds were due until same is paid and such interest will be added to the amount due to the Vendor on the Completion Date. If the Purchaser terminates this Agreement pursuant to the rights of termination contained herein or if the Vendor fails to complete this transaction due to the Vendor's fault, all funds paid hereunder by the Purchaser to the Vendor, but less amounts required to be withheld under the *Income Tax Act* (Canada), if any, will be returned by the Vendor to the Purchaser forthwith upon notice of termination, without deduction and the Purchaser shall have no further claim against the Vendor.
10. **Subdivision/Inspection and Title/Condition of Strata Lot.** The Purchaser acknowledges and agrees that the Purchaser has viewed the Strata Lot and has identified its location as shown on Schedule "B". The Purchaser acknowledges and agrees that the Purchaser will be bound by and will comply with the terms and conditions of the Permitted Encumbrances from and including the Completion Date and agrees to indemnify the Vendor for all costs, expenses and damages suffered or incurred by the Vendor as a result of the Purchaser's failure to comply with such terms and conditions. The Purchaser further acknowledges and agrees that, except as provided in this Agreement, the Purchaser is acquiring the Strata Lot on an "as is, where is" basis without any representations or warranties, expressed or implied, as to the physical or environmental condition, merchantability or fitness for purpose of the Strata Lot.
11. **Acknowledgements, Disclosure Statement and Development Matters.** The Purchaser, by the execution of the Agreement, acknowledges:

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Purchaser Initials

- (a) the Vendor shall have the right to enter onto the Strata Lot to grade, landscape, construct water management measures and retaining walls and otherwise satisfy the requirements of the City of Chilliwack and other governmental authorities and the Purchaser will execute and deliver to the Vendor on or after the Completion Date any easements and rights of way for such purposes in a form acceptable for registration in the Land Title Office;
- (b) construction and development on the Strata Lot shall be carried out in accordance with the design guidelines attached to the statutory building scheme described in the Disclosure Statement and the terms and conditions set forth in Schedule "D" attached hereto and in accordance with the Permitted Encumbrances. It is the Purchaser's responsibility to ensure that his/her building plans will be compatible with the requirements and conditions of the Development. The Purchaser shall be solely responsible for all deposits required to be made under the Statutory Building Scheme and the Design Guidelines including but not limited to:
 - a. a \$8,000.00 security deposit ;
 - b. a \$2,000.00 landscape deposit; and
 - c. a \$750.00 plan review fee.
- (c) that the Purchaser shall comply with the terms and conditions of all covenants required by the City of Chilliwack in respect of water use and drainage and the Purchaser further agrees to be bound by and assume the obligations contained in any restrictive covenant registered, or to be registered with respect to such matters;
- (d) that the Vendor and its authorized agents, contractors and invitees reserve the right to take aerial or other photographs of the Development, including, but not limited to the Strata Lot, for the purposes of marketing the Development;
- (e) that the Purchaser is purchasing the Strata Lot with full and complete awareness, and unconditionally accepts, that the Strata Lot forms part of a long-term subdivision program instituted by the Vendor and in that regard there will be, from time to time, related construction, noise, truck traffic, dust and dirt tracks on roadways in proximity to the Strata Lot and may be, from time to time, further subdivision, excavation and construction of and on lands adjacent to or in proximity to the Strata Lot. The Purchaser hereby waives all claims it may have now or in the future against the Vendor relating to such development and such construction, noise, truck traffic, dust and dirt tracks on roadways in proximity to the Strata Lot.

12. **Representations.** The Purchaser acknowledges that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto made by the Vendor, its agents or employees, other than those contained herein, in any signed addendum(s) forming part of this Agreement, and in the Disclosure Statement. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

13. **Residency of Vendor.** The Vendor represents and warrants that the Vendor is a resident of Canada.

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Purchaser Initials

14. **Assignment.** The Purchaser may not assign, market, list or sell its interest in the Strata Lot or in this Agreement without: (a) the prior written approval of the Vendor of any such marketing or listing material, if applicable; and (b) the written consent of the Vendor, which consent may be arbitrarily withheld at the sole discretion of the Vendor, and unless the Vendor so consents, the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named in this Agreement. The Purchaser's request for the Vendor's approval to the proposed assignment shall be provided to the Vendor at least ninety (90) days prior to the Completion Date. The Vendor is deemed to have reasonably withheld its consent to an assignment if at the time of the Purchaser's request for the Vendor's consent there are Strata Lots in the Development that the Vendor has not yet sold or if the Deposit have not been paid in full by the Purchaser. If the Purchaser assigns or sells its interest in a Strata Lot or this Agreement, then the Vendor will charge an administration fee equal to 3% of the purchase price plus GST as consideration for agreeing to an assignment of the Purchaser's interest in a Strata Lot or this Agreement, and for agreeing to convey the Strata Lot to anyone other than the Purchaser, provided that the administration fee shall not be payable in the event of an assignment to an immediate family member or a privately held corporation controlled by a Purchaser but only on the condition that the Purchaser first provides the Vendor's Solicitor with a statutory declaration sworn by the Purchaser setting out the particulars of the relationship between the Purchaser and the assignee in sufficient detail as to be reasonably satisfactory to the Vendor's Solicitor. "Immediate family member" is defined as, and is limited to, a sibling, parent, child, grandchild, grandparent or spouse of the Purchaser. Following any such assignment, the assignor will continue to remain liable to perform all obligations of the Purchaser under the Agreement. The Purchaser shall be required to pay in addition to the assignment fee all of the Vendor's costs in connection with any assignment, including legal fees and disbursements. If the Vendor consents to an assignment, the Purchaser and the assignee must enter into an assumption agreement in the Vendor's form whereby the assignee agrees to assume the obligations of the Purchaser under this Agreement and the assignee must acknowledge receipt of the Disclosure Statement.

The Purchaser may not, without the prior written consent of the Vendor, which consent may be arbitrarily withheld at the sole discretion of the Vendor, advertise or list for sale on the Multiple Listing Service (MLS), or otherwise advertise in any manner an assignment of the Purchaser's interest in the Strata Lot or in this Agreement. If the Purchaser breaches this section 14 the Vendor may at its option give written notice to the Purchaser of such breach (a "Violation Notice"). Upon receipt of a Violation Notice the Purchaser will pay to the Vendor an amount equal to the aggregate of:

- (a) \$5,000 which amount will be due and payable upon receipt of the Violation Notice; and
- (b) An additional \$1,000 for each day from and including the day following the date upon which the Purchaser receives the Violation Notice to and including the date upon which the Purchaser delivers satisfactory evidence to the Vendor that the Purchaser is no longer in breach of this section 14 which additional amounts will be due and payable immediately upon the date on which amounts are incurred.

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The parties hereby agree that such aggregate amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor in connection with a breach by the Purchaser under this section 14.

The Vendor shall be entitled, in its sole and absolute discretion, to sell, assign or otherwise transfer its right, title and interest in this Agreement without the consent of the Purchaser.

15. **Addendum(s).** Any addendum to this Agreement if completed and signed by the Purchaser and Vendor forms a part of this Agreement.
16. **Force Majeure.** The parties agree that if: (i) any act of God, accident or other event beyond the reasonable control of the Vendor, (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 Vendor to perform its obligations under this Agreement, the Vendor may terminate this Agreement upon written notice to the Purchaser or the Purchaser's lawyer/notary, upon which the Vendor will return to the Purchaser the Deposit.
17. **Joint and Several Liability.** If the Purchaser consists of more than one person, the obligations of each person comprising the Purchaser will be joint and several. The Purchaser acknowledges that any notice to be provided under this Agreement shall be deemed to be delivered on all purchasers if it is provided to any one purchaser named in this Agreement.
18. **Notice.** Any notice to be given to the Purchaser shall be sufficiently given if either deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address set out above, or the Purchaser's solicitors at their offices and sent by regular mail, postage prepaid or if delivered by hand or if transmitted by electronic mail ("email") or facsimile ("fax") to the Purchaser's solicitors at their office, or to the Purchaser at the email address or fax number as set out above. Such notice shall be deemed to have been received if so transmitted by email or fax to the Purchaser on the date of delivery as set out in the notice, and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after the date of mailing. The civic address, email address and fax number (if any) for the Purchaser will be as set out above, or such other email address or fax number the Purchaser has last notified the Vendor in writing, which updated records shall be required to be provided by the Purchaser to the Vendor or its agents until the Completion Date under the terms of this Agreement. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Solicitor in the same manner and shall be deemed to have been received as provided for in the preceding provisions of this section 18. Any documents or money to be tendered on the Vendor shall be tendered by way of certified cheque or bank draft and shall be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitor, as directed by the Vendor.
19. **Interpretation.** All words in the Agreement may be read and construed in the singular, plural, masculine, feminine, or body corporate, as the context requires. This Agreement will be governed by and construed in accordance with the laws of British Columbia. This Agreement may be executed in one or more counterparts or facsimile counterparts.

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Purchaser Initials

20. **Enurement.** This Agreement will enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, if any.
21. **Further Assurances.** The Purchaser shall from time to time hereafter and upon any reasonable request of the Vendor, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
22. **Entire Agreement/Representations.** The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents, or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement, including, without limitation, arising out of any sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for his/her/its viewing. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details and dimensions set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.
23. **No Interest in Land.** The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in the Strata Lot. The Purchaser acknowledges and agrees that the Purchaser shall not, under any circumstances, be entitled or become entitled to register any charge, encumbrance, or notice against title to the Strata Lot in respect of or pertaining to this Agreement, including, without limitation a caveat, agreement for sale or certificate of pending litigation.
24. **Development and Construction of Residence.** The Purchaser agrees that, in addition to the Permitted Encumbrances, the Purchaser will comply with the design guidelines attached hereto as Schedule "D". The Purchaser acknowledges and accepts that, while the Vendor will use its reasonable efforts to minimize any interference in the Purchaser's use and enjoyment of the Strata Lot by reason of the ongoing construction and development in and around the Strata Lot, such interference may occur from time to time and the Purchaser hereby waives any claim against the Vendor arising therefrom. The Purchaser further agrees not to interfere with or impede the Vendor in completion of the Development.
29. **Builders' Lien Holdback.** That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") shall be paid on the Completion Date to the Vendor's Solicitors. Reference is made to section 88(2) of the *Strata Property Act*, with respect to a lien holdback by a purchaser from an owner-developer. The Lien Holdback shall be held in trust pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims

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Purchaser Initials

registered in the applicable LTO in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the 56th day after the Property is conveyed to the Purchaser the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Property of which the Purchaser or the solicitors for the Purchaser notifies the Vendor's Solicitors in writing by 1:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Property of any lien claims filed with respect to the Property, including payment of funds into Court if desired by the Vendor.

30. **Retaining Wall.** To the extent any of the Strata Lots require a retaining wall to be constructed on the Strata Lot in order retain soil, such retaining wall must be constructed using rock construction.

31. **Agency Disclosure.** The Vendor and the Purchaser acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Vendor has an agency relationship with

_____ who is licensed in relation
DESIGNATED AGEN/LICENSEE

to _____
BROKERAGE

B. the Purchaser has an agency relationship with

_____ who is licensed in relation
DESIGNATED AGENT/LICENSEE

To _____
BROKERAGE

C. the Purchaser and the Vendor have consented to a limited dual agency relationship with

_____ who is/are licensed in relation
DESIGNATED AGENT/LICENSEE

to _____
BROKERAGE

having signed a Limited Dual Agency Agreement dated _____

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

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Purchaser Initials

SCHEDULE "B"

Plan Showing the Location of the Bare Land Strata Lot

See attached.

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Purchaser Initials

SCHEDULE "C"

Permitted Encumbrances

1. Those legal notations, charges and encumbrances subsisting conditions, provisos, restrictions, exceptions and reservations registered against title to the Strata Lot as of the date of this Agreement and any proposed permitted encumbrances described in the Disclosure Statement, except for financial encumbrances to be discharged by the Vendor in accordance with section 3 of this Agreement.
2. A statutory building scheme and design guidelines containing substantially the same terms and conditions as described in the Disclosure Statement.
3. Such other easements, statutory rights of way, Section 219 Covenants, restrictive covenants and other non-financial encumbrances required to create or construct on the Strata Lot.
4. Those easements, statutory rights of way, covenants, restrictive covenants and other non-financial encumbrances more particularly described in this Agreement and the Disclosure Statement.
5. Such other easements and rights of way required by any municipal or governmental authority or utility company for the supply of utilities to the Strata Lot.

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Purchaser Initials

SCHEDULE "D"

Statutory Building Scheme and Design Guidelines

1. The Purchaser hereby acknowledges and agrees that the Purchaser is bound by all of the provisions set out in the statutory building scheme described in the Disclosure Statement and which will be registered against title to the Strata Lot on or before the Completion Date (the "**Building Scheme**"), including, but not limited to, the Design Guidelines attached hereto (the "**Design Guidelines**"), whether or not such provisions run with the Strata Lot. The Purchaser acknowledges that the Building Scheme and Design Guidelines establish certain restrictions on the construction of improvements on the Strata Lot and require prior approval of construction plans, and the Purchaser hereby joins in with all of the covenants and agreements set out therein. The terms and conditions of the Building Scheme and the Design Guidelines are hereby deemed to be incorporated into and form a fundamental term of this Contract. The Purchaser covenants and agrees that in the event the Purchaser sells the Strata Lot prior to construction being complete the Purchaser will obtain from any subsequent purchaser an assumption agreement whereby the subsequent Purchaser agrees to be bound by these terms and the original Purchaser shall not be released from any such obligations under the Statutory Building Scheme or Design Guidelines unless agreed to in writing by the Vendor.
2. The Purchaser will pay all the fees and expenses of the Designated Design Consultant (as defined in the Building Scheme) in connection with their review of all plans and specifications.
3. The Purchaser covenants and agrees that following the approval of plans and specifications for his/her dwelling unit and the commencement of any on-site work, the Purchaser will diligently pursue construction of the dwelling unit and fully complete construction within a reasonable amount of time after the Completion Date. To secure the obligation of the Purchaser to complete such work, concurrently with the delivery of the plans and specifications to the Designated Design Consultant under the Building Scheme, the Purchaser will deliver to the Vendor \$750.00 by way of certified cheque or bank draft to cover the costs of reviewing the Purchaser's plans and specifications. Further on or before the Completion Date, or as otherwise determined by the Vendor, the Purchaser shall pay a deposit in the amount of \$8,000.00 by way of certified cheque or letter of credit (the "**Security Deposit**") to the Vendor on the condition that the Security Deposit will be:
 - (a) returned to the Purchaser, together with any interest earned on the Security Deposit, if the Purchaser delivers to the Vendor a certificate of substantial completion and occupancy permit in respect of the single family home within a reasonable period of time after the Completion Date and all construction has been completed in accordance with the approved plans and specifications; or
 - (b) absolutely forfeited to the Vendor, together with any interest earned on the Security Deposit, if the Purchaser does not deliver to the Designated Design Consultant such certificate of substantial completion and an occupancy permit for the single family home within a reasonable amount of time from the Completion Date.

Further, on or before Completion Date, or as otherwise determined by the Vendor, the

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Purchaser Initials

Purchaser shall pay a landscaping deposit in the amount of \$2,000.00 by way of certified cheque or letter of credit (the "Landscape Deposit") to the Vendor on the condition that the Landscape Deposit will be:

- (a) returned to the Purchaser, together with any interest earned on the Landscape Deposit, if the Purchaser has completed all required landscaping in accordance with the approved plans and specifications within 12 months from substantial completion of dwelling construction as indicated by the issuance of an occupancy permit from the City of Chilliwack; or
 - (b) absolutely forfeited to the Vendor, together with any interest earned on the Landscape Deposit, if the Purchaser does not complete all required landscaping within 12 months from the issuance of an occupancy permit for the dwelling to be constructed on the Strata Lot.
4. The Purchaser agrees that the Designated Design Consultant, and its representatives, including the Vendor and the Vendor's architect, may enter the Strata Lot at any time before the completion of the single family home and the occupation thereof by or on behalf of the Purchaser in order to inspect any construction or development and ensure compliance with the approved plans and specifications and Building Scheme. Following substantial completion of the single family home, the Purchaser will deliver to the Designated Design Consultant the certificate of substantial completion as contemplated in the Building Scheme and arrange for the Purchaser's architect to meet with the Designated Design Consultant or its representatives to view the site and the construction thereon.
 5. The Purchaser hereby fully releases and discharges and agrees to indemnify and hold harmless the Vendor and the Designated Design Consultant and all of their directors, officers, employees, agents, contractors and consultants from and against any loss, cost, damage, claim, action, cause of action or liability whatsoever (including any legal costs and expenses on a lawyer and client basis) arising from, in respect of or in connection with the Building Scheme, the review, approval or rejection of any plans and specifications, or any development of or construction on the Strata Lot whatsoever.
 6. The Purchaser acknowledges and agrees that the Vendor and the Designated Design Consultant have full and absolute authority to approve the plans and specifications submitted by the Purchaser or its builder or architect which must be prepared in strict accordance with the Design Guidelines.
 7. The Purchaser will not sell, assign, transfer, convey or otherwise dispose of the Strata Lot to any person prior to the completion of a dwelling unit thereon, unless prior thereto the Purchaser causes such person to assume all of the Purchaser's covenants, duties and obligations under this Schedule D, in a form and content satisfactory to the Vendor.
 8. The Vendor may, at any time, assign the entire benefit and any burden of the Statutory Building Scheme provisions, separate and apart from the rest of this Agreement, to the Designated Design Consultant.
 9. The terms and conditions of this Schedule D shall survive the Completion Date.

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Purchaser Initials

EXHIBIT "H"
REGISTERED FORM P PHASED STRATA PLAN DECLARATION

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Daniel Benjamin Newfield FW3JRD	Digitally signed by Daniel Benjamin Newfield FW3JRD Date: 2017.12.08 15:10:04 -08'00'
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Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. CONTACT: (Name, address, phone number)

Koffman Kalef LLP

19th Floor

885 West Georgia Street

Vancouver

BC V6C 3H4

Deborah Harrison, Applicant's Agent

604-891-3619 (54914-1)

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-P Phased Strata Plan Declaration

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN EPS4415

Related Plan Number: **EPS4415**

**STRATA PROPERTY ACT
FORM P
PHASED STRATA PLAN DECLARATION**

(Sections 221, 222)

We, Gold Spring Heights Development Ltd. declare:

1. That we intend to create a strata plan by way of phased development of the following land which we own:

No PID: Lot 3 Section 5 Township 26 NWD Plan EPP74088

2. That the plan of development is as follows:

- (a) Schedule of Phases and Common Facilities, in the order in which the phases will be deposited:

Phase No.	Common Facilities
1	None
2	None

- (b) see attached sketch plan 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) Schedule of Estimated Date for the Beginning of Construction and Completion of Construction of Each Phase:

Phase No.	Estimated Commencement Date	Estimated Completion Date
Phase 1	August 1, 2017	December 31, 2017
Phase 2	October 1, 2017	September 30, 2018

- (d) Statement of the Estimated Unit Entitlement of each Phase and the Total Unit Entitlement of the Completed Development:

Phase No.	Unit Entitlement
1	22
2	35
Total	57


- (e) Schedule of Building Units and Types:

Phase No.	Units and Types
1	22 Residential Bare Land Strata Lots ✓
2	35 Residential Bare Land Strata Lots


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

Phase No.	Date
1	Elected
2	October 1, 2017

GOLD SPRING HEIGHTS DEVELOPMENT LTD.
by its authorized signatory:

Per: 
 Print Name: Claus Hoell

Date of Approval: Dec 4, 2017


 Signature of Approving Officer for the City of Chilliwack
 Print Name

Alan White

PHASING SKETCH PLAN ATTACHED AS EXHIBIT "A"

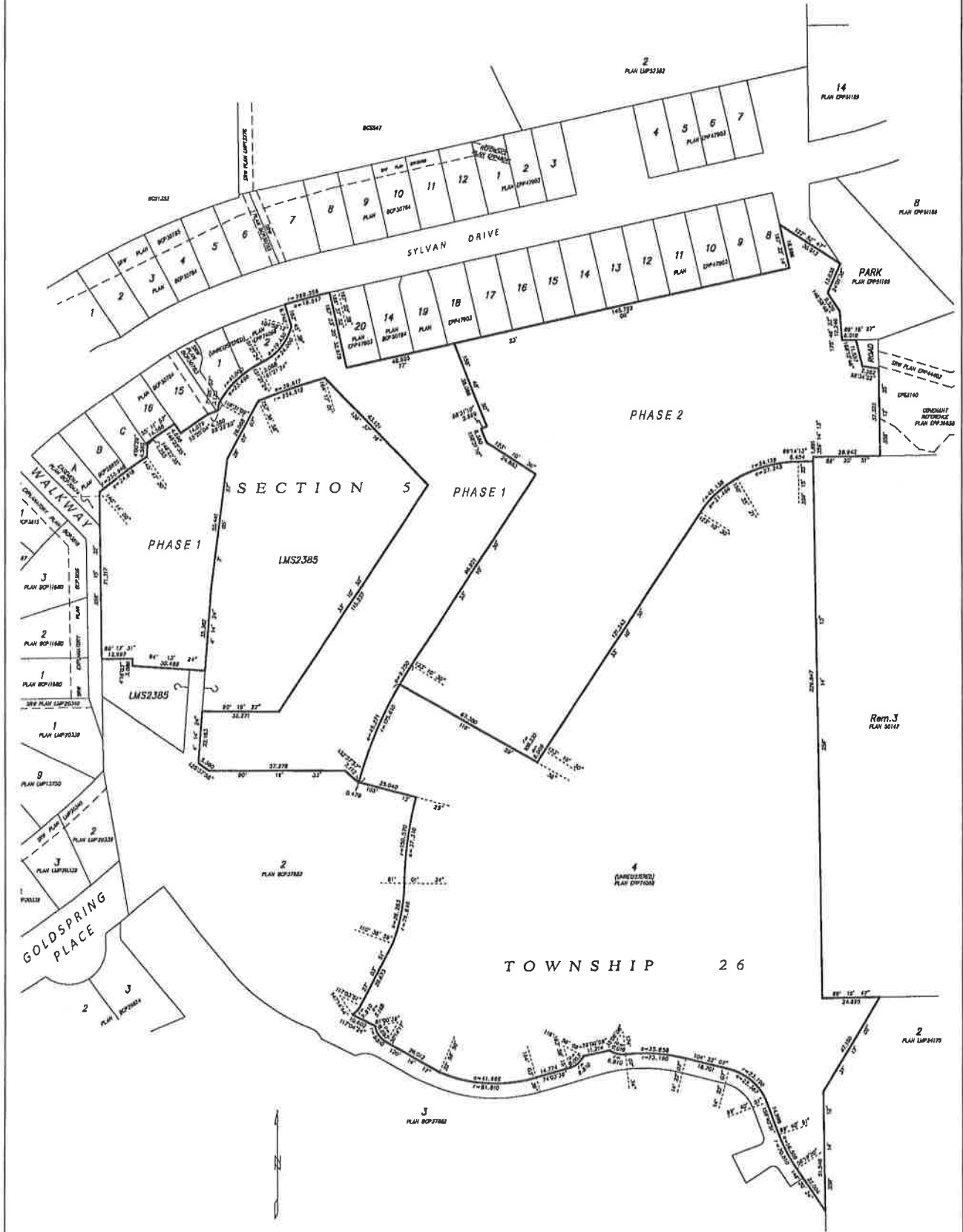
SKETCH TO ACCOMPANY FORM P

OF LOT 3 (UNREGISTERED) PLAN EPP74088 (FORMERLY LOT 21 PLAN EPP47903)
SECTION 5 TOWNSHIP 26 NEW WESTMINSTER DISTRICT

SCALE 1 : 750

DIMENSIONS ARE SHOWN IN METRES.
THE INTERIOR PLOT SIZE OF THIS PLAN IS 360m x 180m IN AREA
BY 664m x 180m (1 1/2 ACRES) PLOTTED AT A SCALE OF 1:1250

MAILING ADDRESS: 46818 SYLVAN DRIVE
CHILLIWACK BC



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