

DISCLOSURE STATEMENT AMENDMENT

Date of Disclosure Statement: July 16, 2020

Date of any prior Amendments: September 4, 2020.

Date of this Amendment: February 7, 2023

Name of Development: 690 Smith Road

Name of Developer: David George Donaldson and D.A.D.S. Homes & General Contracting Ltd.

Developer's Address for Service in BC: 103 – 300 St. Ann's Road
Campbell River, British Columbia V9W 4C6

Developer's Business Address: 681 Homewood Road
Campbell River, British Columbia V9W 3N6

Name and Business Address of
any Real Estate Brokerage acting
on behalf of the Developer: Kim Rollins & Associates
Re/Max Check Realty
950 Shoppers Row
Campbell River, British Columbia V9W 2C3

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

The Disclosure Statement dated July 16, 2020 and the amendment dated September 4, 2020, are amended as follows:

1. The Developer's Brokerage is deleted in its entirety and replaced with the following:

"Kim Rollins & Associates
Re/Max Check Realty
950 Shoppers Row
Campbell River, British Columbia V9W 2C3."
2. Section 5.1 is amended by deleting the second sentence in its entirety and replaced with the following:

Construction of the buildings on the Property is anticipated to be completed by December 31, 2024. "
3. Section 7.1 is amended by replacing Royal Lepage Advance Realty with:

"Re/Max Check Realty"
4. **Exhibit "J"** is deleted in its entirety and replaced with the standard Contract of Purchase and Sale and Addenda attached hereto as **Exhibit "J"**.

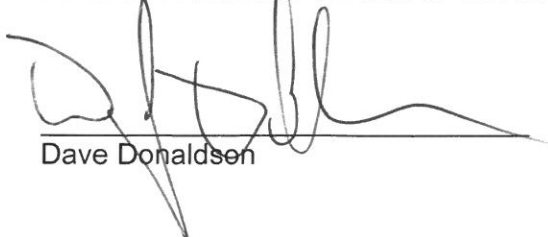
DEEMED RELIANCE:

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

DECLARATION:

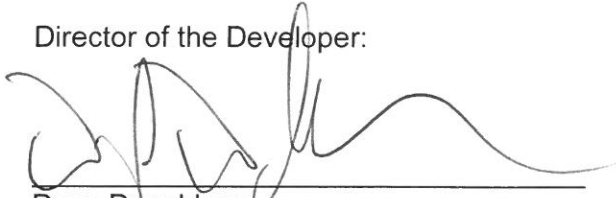
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of September 4, 2020.

D.A.D.S. HOMES & GENERAL CONTRACTING INC. by its authorized signatory:

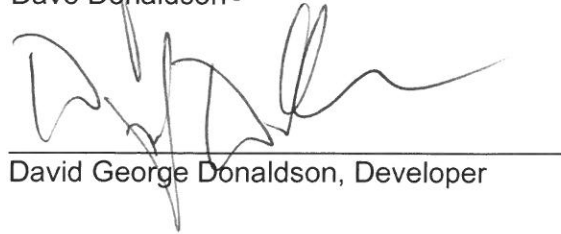


Dave Donaldson

Director of the Developer:

A handwritten signature in black ink, appearing to be 'Dave Donaldson', written over a horizontal line.

Dave Donaldson

A handwritten signature in black ink, appearing to be 'David George Donaldson', written over a horizontal line.

David George Donaldson, Developer

EXHIBIT "J"



Kim Rollins & Associates



CONTRACT OF PURCHASE AND SALE

DATE: The ___ day of _____, 202__.

Submitted By: _____

MLS #: _____

Seller: David Donaldson	Buyer:
	Buyer:
Address: 103-300 St Ann's Road	Address:
Campbell River, BC, V9W 4C6	
Phone:	Phone:

PROPERTY ADDRESS: Unit # _____ 690 Smith Road,
Campbell River, BC

LEGAL DESCRIPTION: (Strata Lot # _____), District Lot 74, Sayward District, Plan _____,
PID: (____ - ____ - _____) (the "**Property**").

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

- PURCHASE PRICE:** The purchase price of the Property will be \$ _____ +GST (the "**Purchase Price**").
- DEPOSIT:** A deposit of \$ _____ (being 10% of the Purchase Price) which will form part of the Purchase Price will be paid by the Buyer within 3 business days of acceptance of this Contract of Purchase and Sale being executed by both Buyer and Seller (the "**Deposit**"). All monies paid pursuant to this section (Deposit) will be paid in accordance with section 9 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to RE/MAX Check Realty Ltd and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court. Notwithstanding the foregoing, in the event the Vendor enters into a Deposit Protection Contract (as defined in the *Real Estate Development Marketing Act*), the

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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 the Real Estate Development Marketing Act. The Deposit and other monies received from the Purchaser will be held in trust in the manner required by Part 2 of the Real Estate Development Marketing Act until the earlier of: (a) the date the Vendor's Solicitor receives an original or true copy of the Deposit Protection Contract; or (b) the date the Deposit is to be applied to the final Purchase Price, or released to the Vendor or Buyer as applicable and in accordance with the terms of this Agreement

- 3. **TERMS AND CONDITIONS:** The purchase and sale of the Property is subject to the following conditions in addition to Schedule A which will form part of this Contract Of Purchase And Sale (**see attached Schedule A**) :

- 4. **COMPLETION:** The sale will be completed on the date described in the attached Schedule A (the "**Completion Date**") at the appropriate Land Title Office.

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- 5. **POSSESSION:** The Buyer will have vacant possession of the Property at 12 noon on the calendar date immediately following the Completion Date (the "**Possession Date**").
- 6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities and other charges from, and including the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the Completion Date (the "**Adjustment Date**")
- 7. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____, yr. _____
- 8. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, and except as otherwise set out herein.
- 9. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer, cash, or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 10. **DOCUMENTS:** All documents required to give effect to this Contract of Purchase and Sale will be delivered in registerable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the Real Estate Services Act, on account of damages, without prejudice to the Seller's other remedies.
- 12. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 13. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event,

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the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.

- 19. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 20. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 21. **PLURAL:** In this Contract of Purchase and Sale, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 22. **GST:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 23. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "REALTOR®(s)") described in Section 20, the real estate boards of which those Brokerages and REALTOR®s are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
 - a. for all purposes consistent with the transaction contemplated herein:
 - b. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - c. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - d. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

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

- 19. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 24(C) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

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

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with **(Kim Rollins* PREC & Brendon Renkema)** (Designated Agent(s)/REALTOR®(s)) who is/are licensed in relation to **RE/MAX Check Realty** (Brokerage).

B. The Buyer acknowledges having received, read and understood RECBC form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with _____ (Designated Agent(s)/REALTOR®(s)) who is/are licensed in relation to _____ (Brokerage).

C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "Disclosure of Risks Associated with Dual Agency" and hereby confirm that they each consent to a dual agency relationship with _____ (Designated Agent(s)/ REALTOR®(s)) who is/are licensed in relation to _____ (Brokerage), having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated _____

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

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

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

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

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

23. **OFFER:** This offer or counter-offer will be open for acceptance until ____ o'clock __m. on _____, 202__ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance) and upon acceptance of the offer or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

(WITNESS) (BUYER) (PRINT NAME)

(WITNESS) (BUYER) (PRINT NAME)

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

Yes No

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

Seller's acceptance is dated _____, 202__.

(WITNESS) (SELLER) (PRINT NAME)

(WITNESS) (SELLER) (PRINT NAME)

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Schedule A

The following terms and conditions apply and should be read as being included in the attached Contract of Purchase and Sale at paragraph 3:

- a. The Buyer and Seller agree that the Strata Lot for purposes of this Contract of Purchase and Sale is the Strata Lot referred to in the attached Contract of Purchase and Sale, the size of such Strata Lot being set out in the Disclosure Statement dated July 16, 2020 and as amended (the "Disclosure Statement").
- b. Title to the Strata Lot shall be subject to the existing and proposed encumbrances set forth in the Disclosure Statement, excluding any encumbrances to be discharged as stated in the Disclosure Statement. The Buyer acknowledges that they have been provided a copy of the Disclosure Statement and afforded the opportunity to read the Disclosure Statement.
- c. The Buyer acknowledges that any, and all taxes, rates, levies payable or chargeable upon the Purchase and Sale of the Strata Lot herein, in particular, Provincial Property Transfer Tax and Federal Goods and Services Tax, are the responsibility of and shall be paid by the Buyer on the Completion of the Purchase of the Strata Lot. The Buyer is aware of the Property Purchase Tax of 1% on the 1st \$200,000 and 2% on the remainder up to and including \$2 million.
- d. The obligations of the Seller in this Contract of Purchase and Sale are subject to:
 - i. The deposit in the Victoria Land Title Office of the Strata Plan contemplated by the Disclosure Statement on or before December 31, 2024.

If the foregoing conditions have not been satisfied by the dates mentioned for each of the above conditions, then the Seller will notify the Buyer and this Contract will be null and void and the deposit shall be returned forthwith to the Buyer.

- e. The Completion Date as described in the Contract of Purchase and Sale will be determined as follows:
 - i. October 1 2024 - November 30 2024;
 - ii. a date agreed in writing by the Buyer and Seller.
- f. In the event that it is anticipated that the Strata Lot will not be ready to be occupied on the Completion Date as determined by the Seller, then upon written notice to the Buyer, or the Buyer's solicitor, given prior to the Completion Date, the Seller may extend the Completion Date until the date the Seller anticipates the Strata Lot will be ready to be occupied (the "Extension Notice").

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- i. The Seller may, on THIRTY (30) days' notice, further delay the Completion Date from time to time until the Strata Lot is ready to be occupied by providing subsequent Extension Notices.
 - ii. However, if the Completion Date has not occurred by SIX (6) months after the original Completion Date (the "Outside Date"), then either the Seller or the Buyer may terminate this Contract, less any non-resident withholding tax and the Seller's Solicitor's reasonable administration fee not to exceed \$100.00, will be returned to the Buyer, unless the parties agree in writing to extend the Completion Date.
 - iii. Provided that if the Seller is delayed from completing construction of the Property as a result of earthquake, floods, health pandemic or other act of god, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain for delay in obtaining labour, supplies, materials, or equipment, delay or failure by carriers or contractor, breakage or other casualty, climatic condition, interference of the Buyer or any other event of any nature whatsoever beyond the reasonable control of the Seller, the Completion Date will be extended for a period equivalent to such period of delay as determined by the Seller, acting reasonably. The Seller will give the Buyer, or the Buyer's Solicitor or Notary Public, notice of such delay not less than, FIFTEEN (15) days after the delay occurs. This right of extension is in addition to any other rights of extension in this Contract or agreed to by the parties. The Buyer will not be entitled to any compensation for the delay resulting from the operation of this paragraph.
 - iv. All Extension Notices may be given either to the Buyer's Solicitor or the Buyer at the address shown on page one of the Contract.
- g. GST under the *Excise Tax Act* will be payable on the Strata Lot by the Buyer to the Seller at the Completion Date. It will be the Buyer's responsibility to apply for any applicable GST rebate.
- h. The Buyer shall not assign their rights under this Contract of Purchase and Sale without the prior written consent of the Seller, which consent may be withheld at the absolute discretion of the Seller. The Buyer shall not advertise or offer the Strata Lot for sale prior to the Completion Date, without the express written consent of the Seller.
- i. Following any assignment, the Buyer will not be relieved of its obligations hereunder but will continue to remain liable to perform all obligations of the Buyer under the Contract. Each proposes party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.

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- j. Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.
- k. Before the Seller consents to an assignment of a purchase agreement, the Seller will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting; (a) the party's identity; (b) the party's contact and business information; and (c) the terms of the assignment agreement. The Seller may, at its option charge an administration fee equal to 1% of the Purchase Price (excluding GST and applicable rebates) as consideration for agreeing to an assignment of the Buyer's interest in the Strata Lot or in the Contract and 10% of any profit realized by the Buyer as a result of the assignment and for any associated legal and administrative costs.
- l. Information and records collected by the Seller must be reported by the Seller to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the *Canada Revenue Agency*.
- m. The Seller will be entitled to sell and/or assign its rights, benefits and/or obligations under this Contract with the consent of the Buyer. In such cases, the Buyer acknowledges and confirms that; (a) the new developer will be the assignee of the Seller; and (b) other entities in the development of the Development may sell and/or assign their interest in the Development. An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the Buyer under the purchase agreement to another person or is a subsequent transfer.
- n. The Buyer acknowledges that the Buyer is buying a Strata Lot to be constructed substantially in accordance with the Disclosure Statement. The Buyer further acknowledges that the plans and specifications prepared by the Seller's architect and submitted to the City of Campbell River with the application for the development permit for the Development are subject to such modifications as may be determined by the architect, the City of Campbell River, or other approving authority. The Seller may make minor modifications in features, design, layout, window area and window location, and may use other materials other than as prescribed in the plans and specifications, if they are reasonably similar, to those which are prescribed, in the opinion of the Seller and the architect.
- o. The Buyer acknowledges and agrees that the only warranty given with respect to any aspect of the construction of the Strata Lot or the common property of the Development is the Warranty set out in the Disclosure Statement. It is agreed and understood that there are no representations, warranties, collateral terms or conditions affecting this Contract or the Strata Lot, or for which the Seller can be held responsible in any way,

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whether the warranty be contained in any sales material, brochures or videos or alleged against any sales representative or agent, other than what is expressly set out in the Disclosure Statement.

- p. The Seller warrants that they are or will be registered builders pursuant to the *Home Owners Protection Act* and that the property will be registered with an approved warranty provider, under HPO Number/Builder Number to be provided to the Buyer prior to the Completion Date. This warranty will not cover landscaping or fencing.
- q. No later than FIVE (5) days prior to the Completion Date, the Buyer and Seller or their representatives will arrange for a walk-through inspection of the Strata Lot and will complete a deficiency list of any items to be remedied by the Seller. Each party will sign, date, and retain a copy of the deficiency list.
 - i. The mutually agreed upon value of any deficiencies, not to exceed 10% of the purchase price will be held by the Seller's solicitors pending completion of the correction of the deficiencies. The Seller will carry out the correction of the deficiencies in a timely manner after the Completion Date and the Buyer will not be entitled to holdback any portion of the Purchase Price in respect thereof.
 - ii. The Buyer will permit the Seller and its representatives to enter the Property following the Completion Date during normal working hours without notice, in order to carry out work necessary to correct the deficiencies and to inspect such work.
 - iii. The Buyer acknowledges and agrees that neither the Buyer nor the Buyer's representatives, agents or assigns will be allowed access to the Strata Lot, except for the purpose of the pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Seller and it may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Seller.
- r. The Buyer hereby releases the Seller and its respective directors, officers, employees, agents, contractors and representatives (collectively, the "Released Parties") from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Buyer or any person acting on behalf of the Buyer in the Development, or any act of omission of the Buyer or any person acting on behalf of the Buyer while within the Development. The Buyer hereby acknowledges, and the Seller hereby confirms that the Seller has acted as agent for and on behalf of the other Released Parties.
- s. Any notice to be given to the Buyer, including any amendment to the Disclosure Statement, will be good and sufficiently given if deposited in any postal receptacle in

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Canada or the Buyer's country of residence, addressed to the Buyer and sent by airmail, postage prepaid, or delivered by hand, or transmitted by electronic communication to the Buyer at the address set out above, or to the Buyer's Solicitor or Notary Public at their office, and shall be deemed to have been received if delivered or transmitted, when delivered or transmitted and if mailed, on the fourth business day (exclusive of Saturdays, Sundays, and Statutory Holidays) after such mailing.

- t. The Buyer acknowledges that the encumbrances relating to the Seller's financing may remain as a charge against the common property of the Development until the Seller has completed the sale of the balance of the strata lots in the Development whereupon the Seller covenants such encumbrances relating to its financing, will be discharged entirely.
- u. This Contract may be executed in several counter parts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery to the Seller of an executed copy of this Contract by any and, all electronic communication capable of producing a printed copy will be deemed to be execution and deliver to us of this Contract as of the date of successful transmission to the Seller.
- v. The Seller may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Seller, and the Seller reserves the right to alter the common property of the Development anytime and from time to time if, in its sole opinion, such as alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetrations, its operating efficiency or aesthetics.
- w. The Seller may continue to carry out the construction work in the Development after the completion of the purchase of the Strata Lot by the Buyer and that such work may cause inconvenience to the use and enjoyment of the Strata Lot. The Buyer will not impede or interfere with the Sellers completion of construction of other strata lots, the common property, or the Development;
- x. The Buyer acknowledges that the Seller or its affiliates may retain strata lots in the Development for use as sales and administrative offices and/or display suites for sales activities with the common property (including parking stalls and recreation facilities) of the Development or strata lots owned or leased by the Seller including maintaining display suites, other display area, parking areas and signage (including signage on the exterior of the Development) and permitting public access to the area for the purpose of marketing of any unsold strata lots. In addition, the Seller may conduct tours of the Development from time to time with prospective Buyers and hold events in connection with the marketing and sales activities. The Seller will act reasonably, to minimize disturbance to the Buyer
- y. The Buyer is aware that the monthly strata corporation interim budget and assessment as set out in the Disclosure Statement are estimates only;

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- z. All deposits paid by the Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer.

- aa. That portion, of the balance of the Purchase Price required by law to be held back by the Buyer in respect of the Builders' lien claims (the "Lien Holdback") shall be paid to the Seller's Solicitor on the Completion Date. The Lien Holdback shall be held in trust pursuant to the *Strata Property Act* and *Builders' Lien Act* of British Columbia (or successor statutes) solely in respect of lien claims made against the Strata Lot and registered in the Victoria Land Title Office in connection with work done or materials supplied at the behest of the Seller. The Seller's Solicitor is authorized to pay to the Seller, on the earlier of the date which the time for filing a claim under the *Builders' Lien Act* of British Columbia (or successor statutes) expires and the 56th day after the Strata Lot is conveyed to the Buyer, the Lien Holdback, less the amount of any builders' lien claims filed against the Strata Lot of which the Buyer or the Buyers' Solicitor or Notary notifies the Seller's Solicitor in writing by 2:00 p.m. (PT) on that day. The Buyer hereby authorizes the Seller to bring any legal proceedings required to clear title to the Strata Lot of any lien claims files with respect thereto including payment of funds into court if desired by the Seller.

Seller Initials

Buyer Initials

DISCLOSURE STATEMENT AMENDMENT

Date of Disclosure Statement: July 16, 2020

Date of any prior Amendments: None.

Date of this Amendment: September 4, 2020

Name of Development: 690 Smith Road

Name of Developer: David George Donaldson and D.A.D.S. Homes & General Contracting Ltd.

Developer's Address for Service in BC: 103 – 300 St. Ann's Road
Campbell River, British Columbia V9W 4C6

Developer's Business Address: 681 Homewood Road
Campbell River, British Columbia V9W 3N6

Name and Business Address of
any Real Estate Brokerage acting
on behalf of the Developer: Andrew Rivett, PREC
Royal Lepage Advance Realty
972 Shoppers Row
Campbell River, British Columbia V9W 2C5

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

The Disclosure Statement dated July 16, 2020, is amended as follows:

1. Section 1.1 is deleted in its entirety and replaced with the following:

“D.A.D.S. Homes & General Contracting Inc. is a Company incorporated in and operating out of British Columbia as of April 5, 2006, under incorporation number BC0754048. Prior to this date, D.A.D.S. Homes & General Contracting operated as a sole proprietorship, registered in British Columbia on August 3, 2001 as FM306272. David George Donaldson is the sole shareholder, director and officer of D.A.D.S. Homes & General Contracting Inc. and was the individual operating D.A.D.S. Homes & General Contracting as a sole proprietorship. David George Donaldson and D.A.D.S. Homes & General Contracting Inc. are, collectively, the **Developer**.”

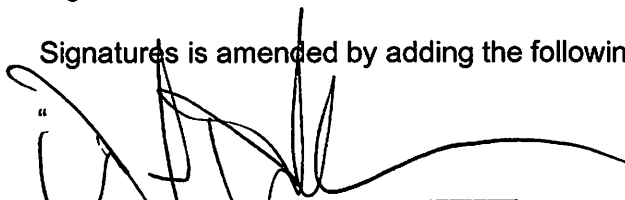
2. Section 1.2 is deleted in its entirety and replaced with the following:

“The Developer, D.A.D.S. Homes & General Contracting Inc., was not incorporated for the specific purpose of developing 690 Smith Road. The Developer, D.A.D.S. Homes & General Contracting Inc. has assets such as trucks, tools and equipment typical for a carpentry and construction operation. The Developer, David George Donaldson is the registered owner of the development property and has assets other than the development property.”

3. Section 5.1 is deleted in its entirety and replaced with the following:

“Commencement of construction was November 4, 2019.
Completion of Construction was April 1, 2020 when Strata Plan EPS6217 reached final registration status at Victoria Land Titles Office.”

4. Signatures is amended by adding the following signature:


“
David George Donaldson, Developer “

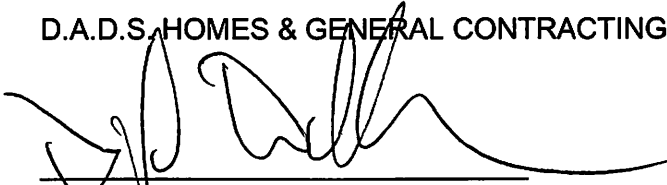
DEEMED RELIANCE:

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

DECLARATION:


The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of September 4, 2020.

D.A.D.S. HOMES & GENERAL CONTRACTING INC. by its authorized signatory:




Dave Donaldson

Director of the Developer:



Dave Donaldson



David George Donaldson, Developer

DISCLOSURE STATEMENT

690 Smith Road,
Campbell River, BC V9W 4A5

Dated: July 16, 2020

DEVELOPER

Name: D.A.D.S. Homes & General Contracting Inc.

Business Address: 103 – 300 St. Ann's Road
Campbell River BC V9W 4C6

Address for Service: c/o Kevin Simonett Law Corporation
103 - 300 St Ann's Road
Campbell River, BC V9W 4C6

DEVELOPER'S BROKERAGE

Andrew Rivett, PREC
Royal LePage Advance Realty
972 Shoppers Row
Campbell River, BC
V9W 2C5

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

RIGHT OF RESCISSION

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

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to

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

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

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1. THE DEVELOPER

- 1.1 D.A.D.S. Homes & General Contracting Inc. (the “**Developer**”) is a Company incorporated in and operating out of British Columbia as of April 5, 2006, under incorporation number BC0754048. Prior to this date, D.A.D.S. Homes & General Contracting operated as a sole proprietorship, registered in British Columbia on August 3, 2001 as FM306272.
- 1.2 The Developer was not incorporated for the specific purpose of developing 690 Smith Road. D.A.D.S. Homes & General Contracting Inc. owns the lands forming part of this Development.
- 1.3 Registered and Records office for D.A.D.S. Homes & General Contracting Inc. is located at 103 – 300 St. Ann’s Road, Campbell River, British Columbia, V9W 4C6.
- 1.4 Dave Donaldson is the sole director, president and secretary of D.A.D.S. Homes & General Contracting Inc.
- 1.5
 - (1) The Developer, D.A.D.S. Homes & General Contracting Inc., is a general carpentry contractor, that has been involved in the construction and development industry for approximately 30 years. Apart from standalone residential and commercial buildings in various locations throughout the Campbell River area, D.A.D.S. Homes & General Contracting Inc. also recently subdivided a large, personally owned lot into two sections, the smaller of which was then subdivided into six bare land strata lots. D.A.D.S. Homes & General Contracting Inc. built a duplex on each of the six strata titled lots, and has since sold all six.
 - (2) The Developer, any principal holder of the Developer, or any director of or officer of the Developer or principal holder, within the 10 years before the date of the Developer’s declaration attached to the disclosure statement, has not been subject to any penalties, sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
 - (3) The Developer, any principal holder of the Developer, or any director of or officer of the Developer or principal holder, within the 5 years before the date of the Developer’s declaration attached to the disclosure statement has not been declared bankrupt or made a voluntary assignment into bankruptcy or made a voluntary assignment in bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
 - (4) The Developer, any principal holder of the Developer, or any director of or officer of the Developer or principal holder, has not been a director, officer or principal holder of any other developer within the 5 years prior to the date of the Developer’s declaration attached to the disclosure statement, and has not been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:
 - (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land or to theft or fraud; or

- (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

- 1.6 The Developer, any principal holder of the Developer, or any director of or officer of the Developer or principal holder, does not have any existing or potential conflicts of interest of any sort, including with any person providing goods or services to D.A.D.S. Homes & General Contracting Inc.

2. THE DEVELOPMENT

2.1 General Description of the Development

The civic address of the development property is 690 Smith Road, Campbell River, BC V9W 4A5. The Legal Description of the development property is PID 001-200-666 Lot 2, District Lot 74 and 1394, Sayward District, Plan 30944. The total number of bare land strata lots in the development and the number being marketed is 6 bare land strata lots. This property is owned by David George Donaldson, in trust, for D.A.D.S. Homes & General Contracting Inc.

The six lot strata plan is part of a larger development plan controlled by the Developer. The major development permit application is attached as **Exhibit "A"**. The Strata Plan Number EPS6217 is attached as **Exhibit "B"**. The eleven strata lots to be developed at 681 Homewood Road will not be amalgamated or share costs or facilities with the 690 Smith Road development.

2.2 Permitted Use

The zoning for this development property is Residential Multiple One (RM-1) Zone. City of Campbell River Zoning Bylaw 3250, 2006 5.33 Residential Multiple One (RM-1) Zone applies and Strata Unit owners would need to comply with the City of Campbell River requirements in that regard. The Developer intends the development to be used for residential purposes solely. Further information regarding permissible uses can be obtained by contacting:

The City of Campbell River
Planning, Building & Development Department
301 St. Ann's Road, Campbell River, BC, V9W 4C7,
250-286-5700 – info@campbellriver.ca

2.3 Building Construction

The Developer is responsible for the construction of all improvements on the bare land strata lots. A building permit is required. The issued building permits are attached as **Exhibit "C"**.

2.4 Phasing

The development will not be constructed in phases.

3. STRATA INFORMATION

3.1 Unit Entitlement

There are six units in the Development. Each unit has the same entitlement: 1/6. The entitlement is the same for each strata lot.

The Developer has filed a Form V, Schedule of Unit Entitlement under the Strata Property Act, with the Victoria Land Title Office with Registration number CA8085694. A copy of the form is attached as **Exhibit "D"**.

3.2 Voting Rights

Each unit is entitled to 1 vote.

The Developer has filed a Form W, Schedule of Voting Rights under the Strata Property Act, with the Victoria Land Title Office with Registration number CA8085695. A copy of the form is attached as **Exhibit "E"**.

3.3 Common Property and Facilities

Roads, sidewalks, visitor parking and garbage and recycling disposal areas will be common assets of the strata corporation.

3.4 Limited Common Property

There is no limited common property in this development.

3.5 Bylaws

The bylaws attached hereto as **Exhibit "F"** (the "Bylaws") have been adopted for the Development.

3.6 Parking

Each Strata Lot will have a garage that will accommodate two vehicles, for a total of 12 parking stalls in the Development. There will be two visitor parking stalls provided in the Development, which will be designated as Common Property.

3.7 Budget

Each lot will be individually metered for BC Hydro and FortisBC.
Potable water is metered by one meter that will be paid through strata fees.
Each strata lot will be responsible for its own utilities.
Garbage collection will be performed by a private company under contract to the strata corporation. Fees for garbage collection will be paid through strata fees.
The Estimated Operating Budget and Proposed Strata Fee Allocation are attached as **Exhibit "G"**.

3.8 Utilities and Services

The development property is within the municipality of Campbell River.
(i) Potable water is supplied by the City of Campbell River;
(ii) Electricity is supplied by British Columbia Hydro and Power Authority;

- (iii) Sewerage is supplied by the City of Campbell River;
- (iv) Natural Gas is supplied by FortisBC;
- (v) Fire Protection is supplied by City of Campbell River;
- (vi) Telephone service is available and is supplied by Telus Communications Inc.; and
- (vii) Garbage Collection will be provided by Waste Management Inc.

It is the responsibility of each purchaser of a Strata Lot to apply to the applicable authority for the delivery of water, electricity, sewer, natural gas, telecommunications (including: telephone, cable, television, and internet) services to the dwelling house and to pay the applicable authority the applicable hook-up fee.

3.9 Strata Management Contracts

There are no Strata Management Contracts nor is there intention to enter into any.

3.10 Insurance

The Developer has course of construction and general liability insurance on the Development. Insurance Coverage is held with Hub International. Upon completion of the construction of the Development and the registration of the Strata Plan, the Developer will obtain property and liability insurance in the name of the Strata Corporation that will initially provide:

- (a) Pursuant to section 150 of the *Strata Property Act* and section 9.2 of the Regulations, liability insurance to insure the Strata Corporation against liability for property damage and bodily injury, in an amount not less than the amount required by the Regulations;
- (b) Pursuant to section 149 of the *Strata Property Act*, full replacement property insurance on common property, common assets, common facilities and fixtures (as defined in section 9.1(1) of the Regulations) build or installed on the Strata Lots by the Developer as part of the original construction; and
- (c) Any other insurance required under the *Strata Property Act* or the Regulations.

The property insurance will be on the basis of full replacement value, and insured against major perils (as defined in section 9.2(2) of the Regulations). Each purchaser is responsible for insuring the contents of the purchaser's Strata Lot, and obtaining personal liability insurance and property damage and bodily injury insurance in the Strata Lot or Common Property.

Each purchaser will be responsible for placing insurance for his or her Strata Lot, including insurance in respect of public liability and property damage and any other insurance required or desired by the purchaser, after the transfer of the Strata Lot from the Developer is completed.

3.11 Rental Disclosure Statement

The Developer will sell all units. The Developer will not make bylaws restricting unit rental. The Developer does not intend to file a any Form J, Rental Disclosure Statement.

4. **TITLE AND LEGAL MATTERS**

4.1 Legal Description of the parent parcel of the development property:

Parcel Identifier: 001-200-666

Lot 2, District Lot 74 and 1394, Sayward District, Plan 30944
(the "Parent Parcel")

The Developer has registered the Strata Plan EPS6217 creating the following 6 strata lots from the Property, which form the 690 Smith Road development:

- (a) Strata Lot 1 District Lot 74 Sayward District Strata Plan EPS6217 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown of form V PID: 031-057-004;
- (b) Strata Lot 2 District Lot 74 Sayward District Strata Plan EPS6217 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown of form V PID: 031-057-012;
- (c) Strata Lot 3 District Lot 74 Sayward District Strata Plan EPS6217 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown of form V PID: 031-057-021;
- (d) Strata Lot 4 District Lot 74 Sayward District Strata Plan EPS6217 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown of form V PID: 031-057-039;
- (e) Strata Lot 5 District Lot 74 Sayward District Strata Plan EPS6217 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown of form V PID: 031-057-047; and
- (f) Strata Lot 6 District Lot 74 Sayward District Strata Plan EPS6217 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown of form V PID 031-057-055.
(collectively, the "Property")

4.2 Ownership

David Joseph George Donaldson is the registered owner of the Property.
David Joseph George Donaldson holds title in trust for D.A.D.S. Homes & General Contracting Inc. who is the beneficial owner. The Declaration of Trust was executed in this regard on May 16th of 2006.

4.3 Existing Encumbrances and Legal Notations

The Property is subject to the following legal notations, charges and encumbrances:

Legal Notations:

- This title may be affected by a Permit under Part 14 of the Local Government Act, See CA6757340.
- This title may be affected by a Permit under Part 14 of the Local Government Act, See CA8025746.
- This title may be affected by a Permit under Part 26 of the Local Government Act, See FB124379.

Encumbrances:

- Undersurface Rights Registration Number E14667 in favour of Her Majesty the Queen in Right of the Province of British Columbia inter alia.
- Easement Registration Number G6630 inter alia Part appurtenant to Lot 1, Plan 30944.
- Statutory Right of Way Registration Number CA2376252 in favour of British Columbia Hydro and Power Authority.

- Statutory Right of Way Registration Number CA2376253 in favour of Telus Communications Inc.
- Covenant Registration Number CA6978941 in favour of British Columbia Hydro and Power Authority.
- Statutory Right of Way Registration Number CA7380174 in favour of FortisBC Energy Inc.
- Mortgage Registration Number CA7647179 in favour of CRG Mortgage Investment Corp.
- Assignment of Rents Number CA7647180 in favour of CRG Mortgage Investment Corp.
- Modification Registration Number CA7962991 modification of CA7647179
- Statutory Right of Way Registration Number CA7999606 in favour of British Columbia Hydro and Power Authority.
- Statutory Right of Way Registration Number CA7999607 in favour of Telus Communications Inc.
- Priority Agreement Registration Number CA7999608 granting CA7999606 priority over CA7647179 and CA7647180.
- Priority Agreement Registration Number CA7999609 granting CA7999607 priority over CA7647179 and CA7647180.
- Covenant Registration Number CA8085705 in favour of the City of Campbell River, this Covenant restricts the use of the garages and is attached as **Exhibit "H"**.
- Priority Agreement Registration Number CA8085706 granting CA8085705 priority over CA7647179 and CA7647180.

4.4 Proposed Encumbrances

There are no further encumbrances, covenants, or liens proposed or anticipated to be registered or filed against the title to the Property.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or anticipated litigation or liabilities in respect to the Development or the Lots, or against the Developer that may affect the Development or the Lots. The only outstanding liabilities in respect of the Property are those incurred in the ordinary course of construction of the Development which will be paid or satisfied as they come due by the Developer.

4.6 Environmental Matters

The Developer is not aware of any material facts relating to flooding, the condition of soil and subsoil, or other environmental matters affecting the Development, except as described in section 4.3 and 4.4. The Property is subject to the Hazardous Conditions Development Permit guidelines due to the steep slope in the middle of the property. The Developer supplied to the City of Campbell River Geotechnical Report prepared by Lewkowich Engineering Associates Ltd., a copy of which is attached hereto as **Exhibit "I"**. The report confirms that the site layout and preliminary lot grading is feasible from geotechnical perspective and that the land is safe for the intended purpose of residential strata development and a slope stability perspective.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

Strata Plan EPS6217 reached final registration status on April 1, 2020. Construction of the buildings on the Property is anticipated to be completed by December 31, 2020.

5.2 Warranties

The Developer will provide and assign to each Strata Lot, for the benefit of the purchaser of that Strata Lot, New Home Warranty Insurance through National Home Warranty Group, in compliance with the *Homeowner Protection Act* and its regulations. The Developer's information with regards to the National Home Warranty is:

Warranty Provider: Aviva Insurance Company of Canada
Builder Registration No.: NHWB95294
BC Housing Licence No.: 43189

6. APPROVALS AND FINANCES

6.1 Development Approval

The Subdivision plan and the strata plan have been deposited with the Land Title Office.

6.2 Construction Financing

The Developer has obtained sufficient financing to create and service the Strata Lots with CRG Mortgage Investment Group.

The Developer may elect to further finance a portion of the costs of construction with financing provided by a financial institution, and if it does, the Developer will make arrangements with the financial institution whereby the financial institution will be obligated to discharge its security against each Strata Unit upon receipt of the net proceeds from the sale of the Strata Unit.

7. MISCELLANEOUS

7.1 Deposits

All monies received from a purchaser shall be held by Royal LePage Advance Realty in trust in the manner required by the *Real Estate Development Marketing Act*. No interest paid or payable on any deposit paid. If a Buyer rescinds their purchase agreement in accordance with the *Real Estate Development Marketing Act* and regulation, the Developer or the Developer's Brokerage will promptly return the Buyer's deposit. Should the Buyer or the Seller fail to complete the purchase or sale, the Deposit will be allocated pursuant to the contract of purchase and sale.

7.2 Purchase Agreement

The Developer intends to use a standard Contract of Purchase and Sale and Addenda, and attached herein as **Exhibit "J"**. The Developer reserves the right at any time, and in the Developer's sole discretion, to amend this form or agree to other terms and conditions with any purchaser.

7.3 Developer's Commitments

The Developer has not entered into or assumed obligations under a development agreement or land use contract with any public authority with respect to the Development other than the encumbrances, covenants, and agreements registered or to be registered against title to the Property, as described in Sections 4.3 and 4.4. There are no material contracts affecting the Development other than as set out in this Disclosure Statement and any exhibits hereto.

7.4 Other Material Facts

The Developer is not aware of any other material facts.

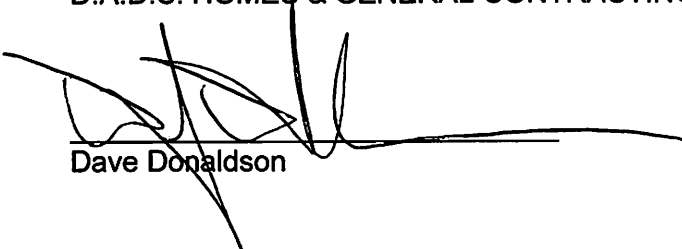
SIGNATURES

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

Declaration The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of July 16, 2020

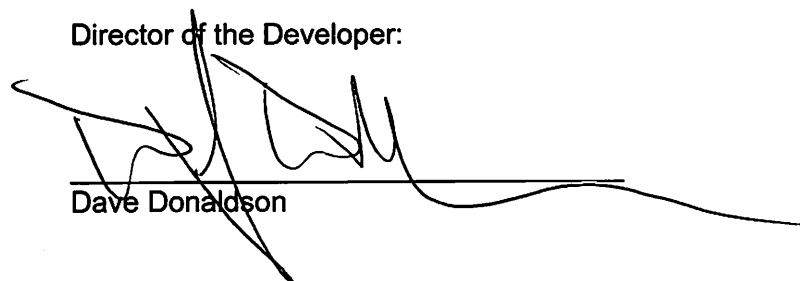
SIGNED THIS 16th DAY OF JULY, 2020

D.A.D.S. HOMES & GENERAL CONTRACTING INC. by its authorized signatory:



Dave Donaldson

Director of the Developer:



Dave Donaldson

SOLICITOR'S CERTIFICATE

IN THE MATTER OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*

AND

THE DISCLOSURE STATEMENT DATED 16th DAY OF JULY, 2020 OF

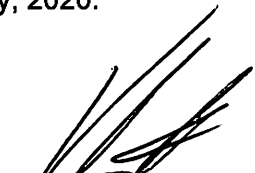
D.A.D.S. HOMES & GENERAL CONTRACTING INC.

For the property(ies) legally described and known as:

- (a) Strata Lot 1 District Lot 74 Sayward District Strata Plan EPS6217 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown of form V PID: 031-057-004;
- (b) Strata Lot 2 District Lot 74 Sayward District Strata Plan EPS6217 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown of form V PID: 031-057-012;
- (c) Strata Lot 3 District Lot 74 Sayward District Strata Plan EPS6217 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown of form V PID: 031-057-021;
- (d) Strata Lot 4 District Lot 74 Sayward District Strata Plan EPS6217 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown of form V PID: 031-057-039;
- (e) Strata Lot 5 District Lot 74 Sayward District Strata Plan EPS6217 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown of form V PID: 031-057-047; and
- (f) Strata Lot 6 District Lot 74 Sayward District Strata Plan EPS6217 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown of form V PID 031-057-055.

I, Kevin Simonett, Barrister and Solicitor, a member of the Law Society of British Columbia in good standing, **HEREIN CERTIFY** that I have read the above described Form 1 Disclosure Statement, dated the 16th day of July, 2020, made any required investigations in public offices and reviewed same with the Developer named there, and that the facts contained in Sections 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

Dated at Campbell River, British Columbia this 16th day of July, 2020.



Kevin Simonett

Kevin Simonett
Barrister and Solicitor
#103 – 300 St. Ann's Road
Campbell River, BC V9W 4C6

EXHIBITS

- Exhibit "A" Major Development Permit Application, Nov. 2, 2018
- Exhibit "B" Strata Plan EPS6217
- Exhibit "C" Issued Building Permits
- Exhibit "D" Form V
- Exhibit "E" Form W
- Exhibit "F" Bylaws
- Exhibit "G" Interim Budget and Strata Fees
- Exhibit "H" Garage Use Covenant
- Exhibit "I" Geotechnical Report
- Exhibit "J" Purchase Contract

EXHIBIT “A”



City of Campbell River Report/ Recommendation to Council

Date: November 2, 2018 File No. P1700115
Submitted by: Development Services, Development Planning
Subject: Major Development Permit Application for a multi-family development located at 681 Homewood Road

Purpose / Introduction

Council is the approving authority for Major Development Permits (DP) in accordance with the *Planning Procedures Bylaw No 3266, 2006*. In the case of multi-family developments, a development requires a major DP when a development includes 10 (ten) or more dwellings units. As this development proposes 17 (seventeen) multi-family dwelling units, this proposal is required to receive Council consideration and authorization. The purpose of Council's decision for this application type is intended to determine whether or not the proposal is aligned with the *Sustainable Official Community Plan Bylaw No. 3475, 2012* (SOCP) Development Permit guidelines.

Recommended Resolutions

THAT Major Development Permit Application No. P17000115, to permit a 17 (seventeen) unit bareland strata multi-family development at the property located at 681 Homewood Road be approved, as recommended in the Development Services Department's November 2, 2018 report, subject to the following conditions:

- a. **Registration of a Section 219 Covenant to protect the geotechnical no disturbance area;**
 - b. **Registration of a Section 219 Covenant to restrict the conversion of the garages into habitable space; and**
 - c. **Payment of a performance security for general landscaping at 125% (\$82,588.50) of the estimated amount.**
-

Executive Summary

The applicant is proposing to develop a 17 (seventeen) unit bareland strata multi-family development. The development is evaluated against the Form, Character & Performance, and Community Energy & Emissions and the Environmental and Hazardous Conditions guidelines of the *Sustainable Official Community Plan Bylaw No. 3475, 2012* (SOCP). The application includes the following Development Permits:

- Form, Character and Performance for the multiple family development;
- Community Energy & Emissions; and

Report/Recommendation to Council

Major Development Permit Application for a multi-family development located at 681 Homewood Road

November 2, 2018

- Environmental Development Permit for the Hazardous Conditions due to the steep slope of the subject property.

Background

A Minor Streamside (Ditch) Development Permit (No. P1700123) was issued at the staff level on March 21, 2018 for the subject property. This Minor DP included the evaluation of sensitive environmental areas including the existing ditch, which connects to Nunns Creek. The minor DP allowed for the installation of a culvert to allow an access point off of Homewood Road. The culvert and access point triggered the provincial RAR (Riparian Area Regulation) requirements and the City's Streamside Development Permit process in accordance with the *Sustainable Official Community Plan, Bylaw No. 3475, 2012* (SOCP). The DP resulted in a 5.0m SPEA (Streamside Protection and Enhancement Area) setback, along the west property line, along (Homewood Road).

Discussion

Context

The subject property is located in Central Campbell River at 681 Homewood Road. The subject property is zoned Residential Multiple One (RM-1) Zone in accordance with the *Zoning Bylaw No. 3250, 2006*. The property is surrounded by Residential Multiple One (RM-1) zoned properties to the north, south and west, with a Public Areas One (PA-1) zoned property (Ecole des Deux Mondes, elementary school) to the east. The property has two frontages; one off of Homewood Road and the other off of Smith Road.

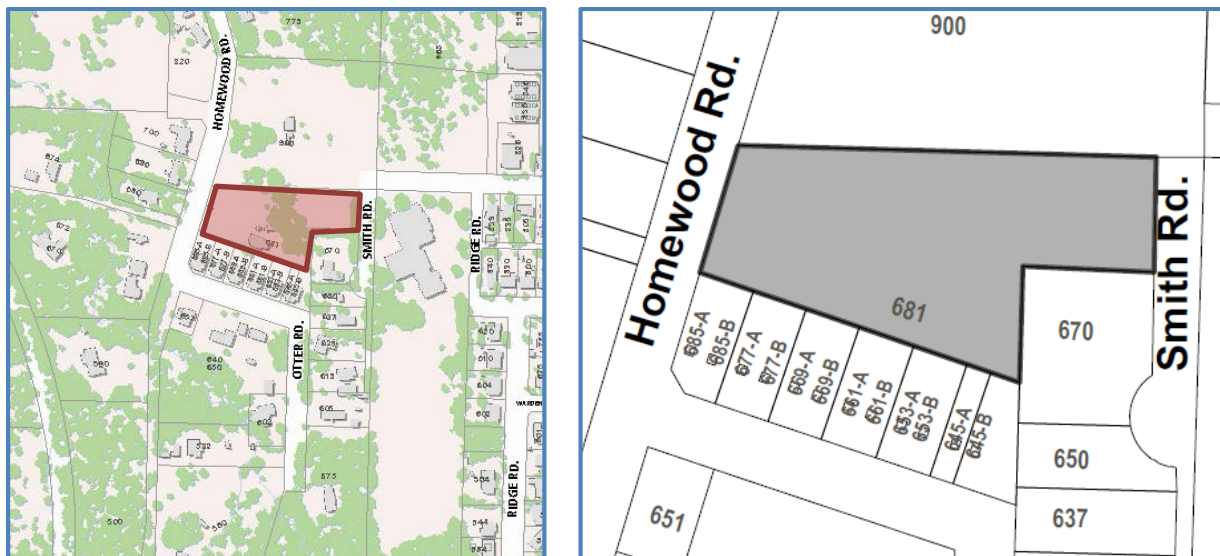


Figure 1: Context and Subject Property Maps

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Major Development Permit Application for a multi-family development located at 681 Homewood Road

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Sustainable Official Community Plan (SOCP) No. 3475, 2012

The subject property is designated as “neighbourhood” in accordance with the SOCP. The vision for the neighbourhood land use designation is that the existing character will be maintained and will accommodate modest new growth through sensitive infill and redevelopment of appropriate underdeveloped areas, including intensification of streets that connect centres and/or are serviced by transit.

Growth Management policies of the City’s SOCP encourage the provision of multiple family developments in areas that are accessible to community services and facilities including walkways, schools, transit and recreational areas (s. 5.3.1). The proposed bareland strata development is aligned with this objective given its close proximity to schools ((Ecole des Deux Mondes), transit (on 9th Ave., Homewood Rd. and Dogwood St.), recreation (Nunns Creek Park and trails) and is within walking distance to the City’s downtown.

Neighbourhood policies encourage sensitive infill development that considers the existing density, massing and overall character of the existing neighbourhood (s. 5.22 and s. 5.23.1). The character of the immediate neighbourhood is defined by primarily a low density neighbourhood with large lots. As the development proposes a single family development, staff believe that this proposal aligns with the SOCP sensitive infill development policy. Staff considers the proposal to be aligned with the vision and growth management policies of SOCP.

Zoning Bylaw No. 3250, 2006

The property is zoned Residential Multiple One (RM-1) Zone. The RM-1 zone permits the development of low-rise residences in multiple-family complexes and is typically one and two storey patio homes and townhouses, but may also include lower profile apartment style complexes. Therefore the proposal to develop the property as a low-rise residences in multiple-family complex is permitted by the Zoning Bylaw.

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Table 1: Zoning Analysis

	RM-1 Zone	Proposed Development	Evaluation
Proposed Use	Single Family	Single Family	Complies
Lot Coverage (maximum)	50%	Varies from 14% to 41%	Complies
Density @ 25 dwellings per ha (DPH) (density bonus also permitted by the Zone)	19	17	Complies
Minimum strata lot area	An average of 300m ² per strata lot	Varies from 264.44m ² – 771.36m ²	Complies
Front yard setback – strata (minimum)	1.5m, as long as minimum parking requirements are met	Varies from 1.60m – 6.0m	Complies
Side yard setback – strata (minimum)	1.5m	Varies from 1.6m – 2.43m	Complies
Side yard setback adjacent to local road (minimum)	3.5m	5.10m and 7.50m	Complies
Rear yard Setback – strata (minimum)	5.0m	Varies from 5.10m to over 15m	Complies
Height (maximum)	10.0m	7.0m	Complies
Parking (minimum)			
- Residents 2 x 17 = 34	2 per each dwelling x 17 units = 34 parking spaces	34 (all in garages)	Complies
- Visitor	N/A	4	Complies

Development Permit Guidelines

The proposal is subject to the Hazardous Conditions, Multi-family and Community Energy and Emissions Reductions Development Permit guidelines contained within the *Sustainable Official Community Plan Bylaw No. 3475, 2012 (SOCP)*. The evaluation of the SOCP guidelines is the main purpose of this application and subject report. A review of the proposal in the context of the relevant guidelines is noted in the following paragraphs.

Hazardous Conditions

The property is subject to the Hazardous Conditions Development Permit guidelines, in accordance with the SOCP. The property lies within the Hazardous Development Permit Area due to the steep slope in the middle of the property, refer to Figure 2. The purpose of this development permit area is to minimize loss of life and damage to property in areas identified as having slope instability by initiating minimum standards and legislative requirements for safety and protection.

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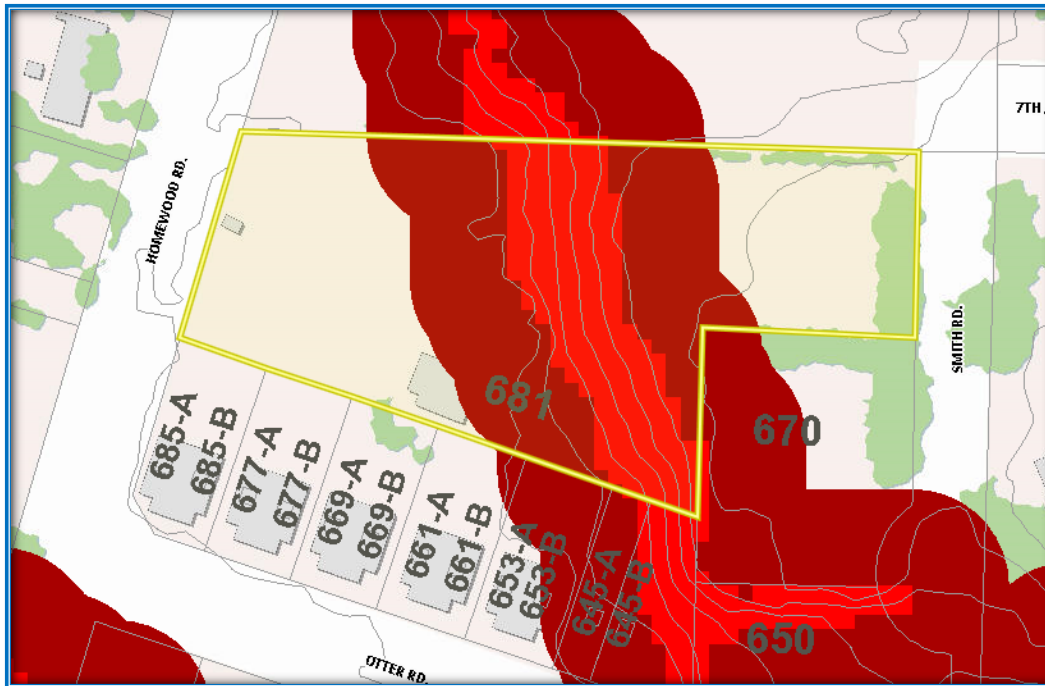


Figure 2: Hazardous Conditions (Steep Slope Development Permit Area, SOCP)

The applicant supplied a Geotechnical Report which was prepared by Lewkowich Engineering Associates Ltd. (LEA) dated September 27, 2018 (refer to Attachment 1). This report addresses if the proposal is safe for the intended use of a residential development including the proposed site disturbance and lot grading. The Geotechnical Report was also required to identify the top of the bank, toe of the slope and to identify, if necessary, a geotechnical setback (no disturbance area). The report confirms that the site layout and preliminary lot grading is feasible from geotechnical perspective, identifies a 7.5m setback from the top of the slope and confirms that the land is safe for the intended purpose of a residential strata development and a slope stability perspective. There are no retaining walls proposed, however the foundations of 5 (five) of the proposed dwellings (Strata Lots 7 through 11 of the lower strata) will be used to retain the slope.

As the geotechnical report recommends that a 7.5m setback, refer to the site plan on page 14 of the Geotechnical report, from the top of the bank (for the upper strata), is established through a Section 219 Covenant, staff recommend that this is requirement of Development Permit issuance. This means that prior to the issuance of this DP, the covenant must be registered against the Certificate of Title of the subject property.

Form, Character and Performance

This proposal is also evaluated against the General Form, Character and Performance and the Multi-family Development Permit Guidelines as outlined in the SOCP. A Form and Character Development Permit evaluates the appearance of the buildings, site layout, landscaping, lighting, amenity space and site circulation from both a pedestrian and vehicle perspective.

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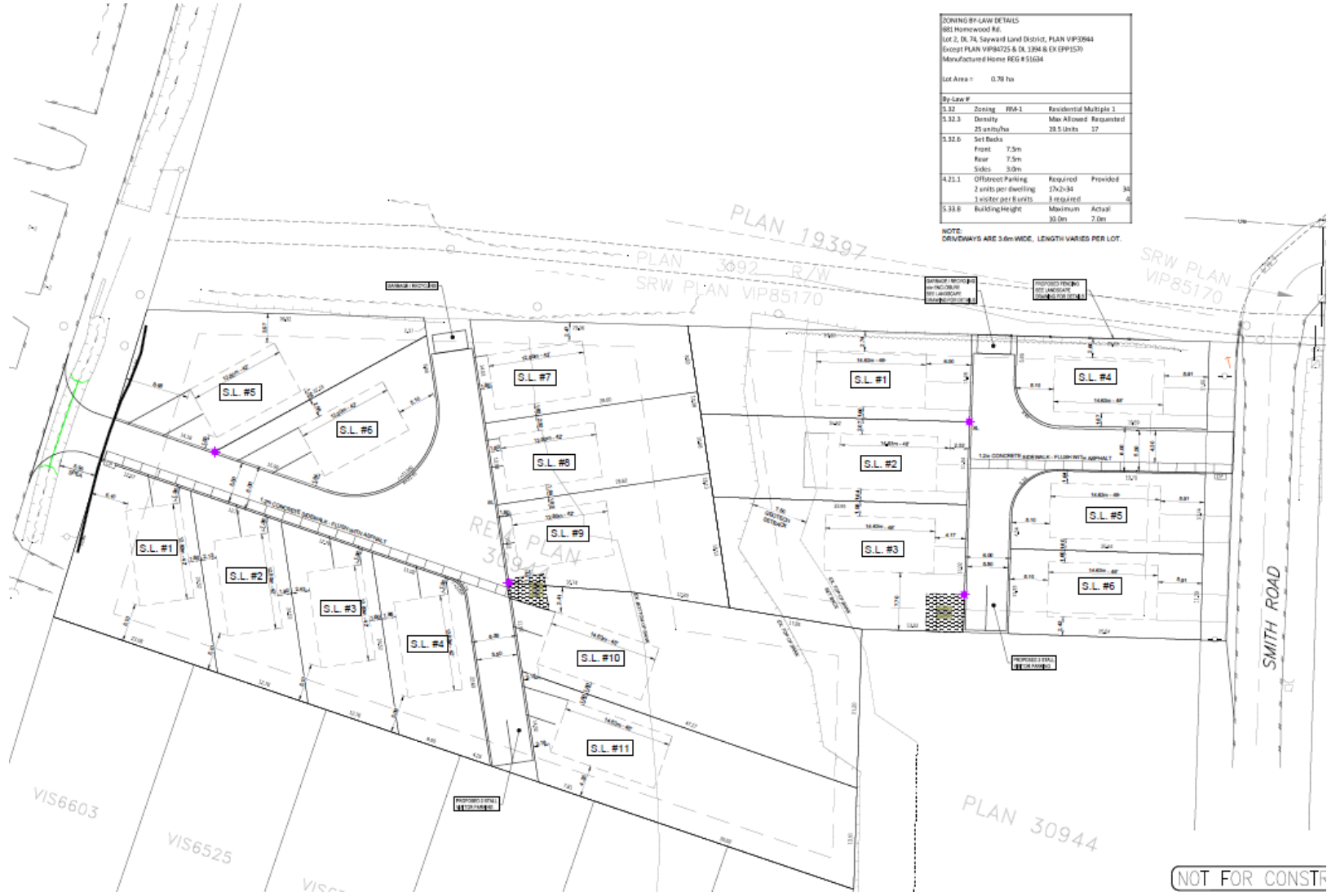


Figure 3: Site Plan
 (full size available from Development Services)

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a. Site Design

The proposed development consists of 17 (seventeen) bareland strata lots. The site layout takes into consideration the steep slope, therefore two developable areas are proposed. One portion at the top of the slope on the east side of the property (from Smith Road), where six (6) bareland strata lots are proposed (for the upper strata). The second portion is at the bottom of the slope, on the west side of the property (from Homewood Road) is where 11 (eleven) bareland strata lots are proposed (for the lower strata).

b. Access, Circulation & Parking

The proposed development includes two points of access to the two separate development areas. One access point is proposed off of Homewood Road and the other is proposed off of Smith Road. The access ways are for vehicles and pedestrians as the proposal includes an internal sidewalk for the future occupants. The garages will be large enough to accommodate two vehicles, parked one in front of the other (in tandem) as shown in Figure 6. There are two small parking areas proposed in each strata area for visitor parking. The proposed amount of parking complies with the Zoning Bylaw requirements. As most of the driveways are not long enough to park a vehicle, staff recommend that a Section 219 Covenant is registered to ensure that the garage spaces are not converted to habitable space (such as a bedroom, den, storage room etc.). This restriction will make it clear to future owners that they are required to maintain the minimum parking requirements, as outlined by the Zoning Bylaw, No. 3250, 2006.

c. Building Design

The proposed building architecture incorporates a variety of building materials including vinyl siding, cultured stone, trim, aluminum and colour (different shades of grey, dark blue, reddish-brown with black and white accents). The building façade offers visual interest by using horizontal and vertical siding, windows and doors, and building face variation with decks and covered front entrances, refer to Figures 4 and 5. The use of 3 (three) different colour schemes provides definition of each unit for visual interest to the development. The combination of a variety material and colour variation meets the intent of the SOCP.

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FRONT ELEVATION
SCALE: 1/4"=1'-0"



FRONT ELEVATION
SCALE: 1/4"=1'-0"

Figure 4: Front Elevations – Three Colour Schemes

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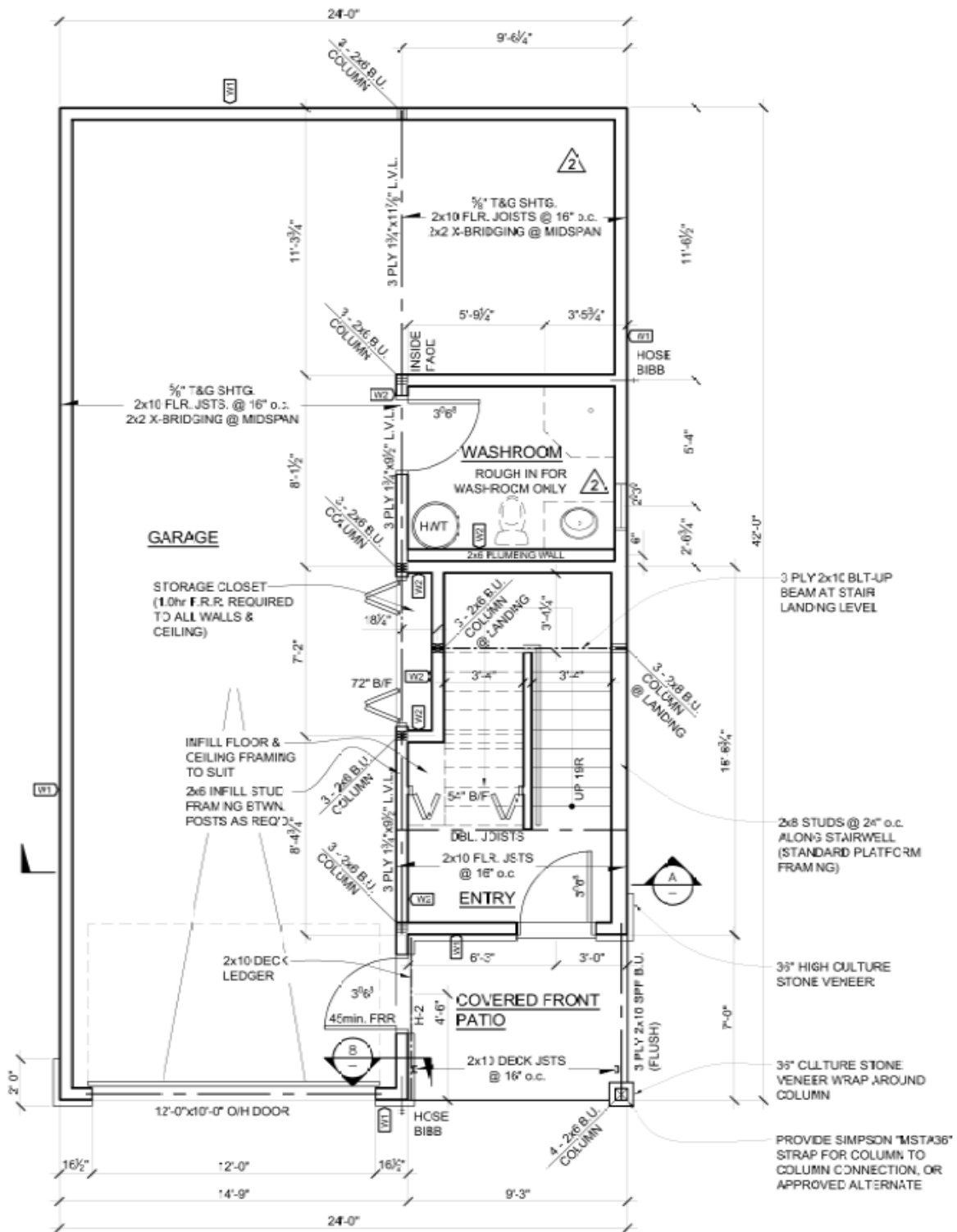


Figure 6: Garage Floor Plan (Typical)

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d. Amenity Space

The SOCP encourages that multi-family developments include amenity spaces for the residents. By incorporating common gathering places it provides an opportunity to meet each other which creates a sense of community amongst the residents. In this case, the developer proposes picnic areas with picnic table to activate the space with a purpose for both of the strata developments. Residents in this development will have access to their own yard space and the common picnic area.

e. Refuse and Recycling Areas

The refuse areas are located centrally on the north side of the each of the two developments. The refuse area will be within a wooden enclosure and have large gates for access. The General Form, Character & Performance guidelines encourage that the refuse area be located so it is not visible from the road. The proposed location and screening comply with the SOCP.

f. Lighting Design

The SOCP encourages that lighting is provided for vehicle and pedestrian safety. This proposal includes lighting for the internal access ways, by way of street lights. The lighting design will address night safety issues by providing adequate sighting distances at night. The proposed lighting meets the CPTED (Crime Prevention Through Environmental Design) principles of the SOCP.

g. Landscaping Design

The proposed overall landscaping for this development includes remediation and general planting. The proposed general landscaping proposes variety of types of plants, bushes and trees and staff are satisfied with the landscaping design, refer to Figure 7. A performance security for the landscaping works (relating to remediation planting) was provided in conjunction with the Minor Development Permit (No. P1700123). The purpose of remediation planting is to help provide separation and natural habitat for the Environmentally Sensitive Areas. Therefore, the remaining portion of the security, for the general planting, is required by the applicant prior to issuance of this Major Development Permit. In accordance with the *Planning Procedures Bylaw No 3266, 2006*, the security should represent 125% of the estimated cost. Therefore staff recommend that one of the conditions of the DP issuance is that a total landscape security in the amount of \$82,588.50 is received by the City in conjunction with this application.

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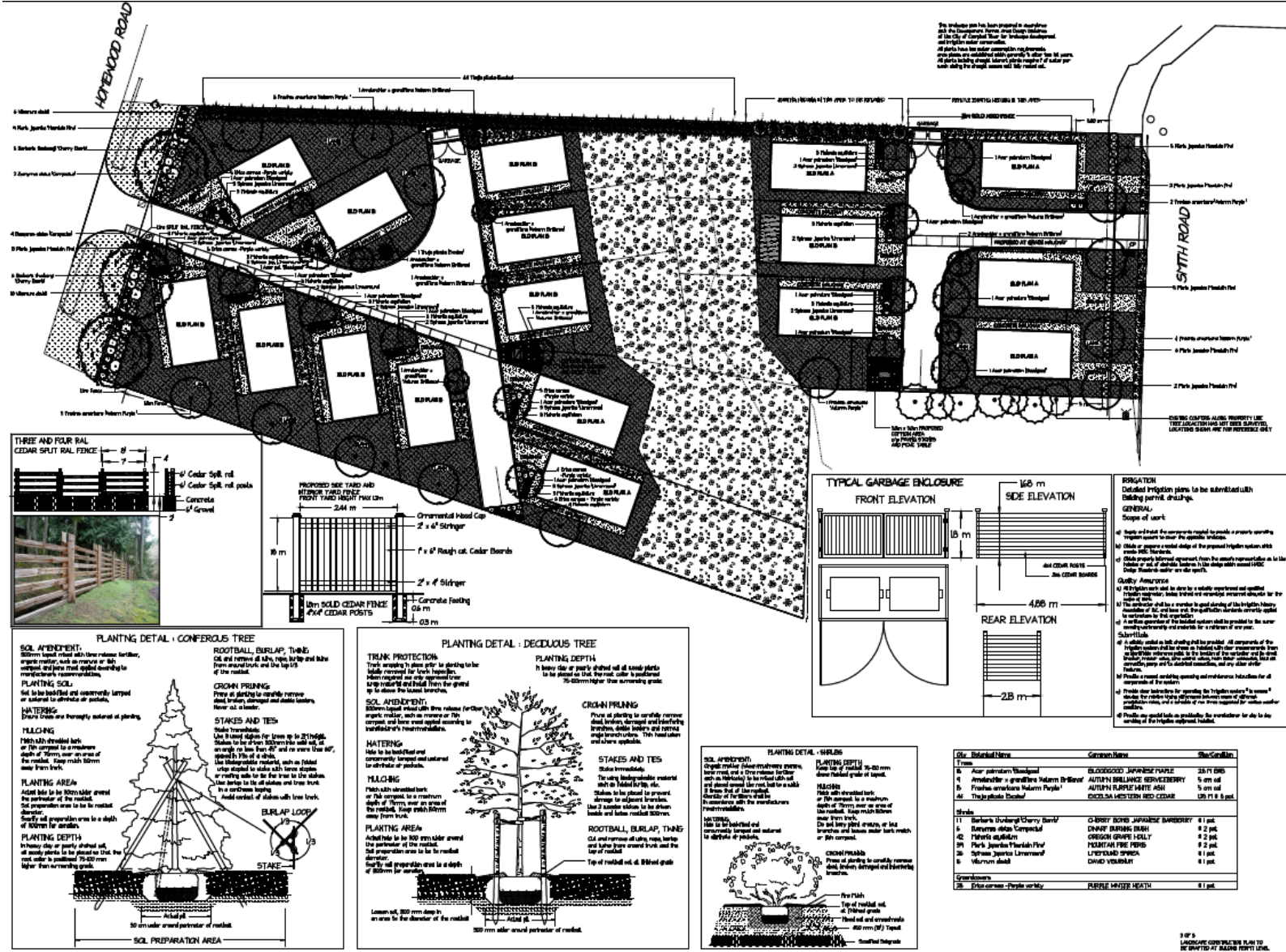


Figure 7: Landscape Plan (full size available from Development Services)

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Community Energy & Emissions

In accordance with the SOCP the proposal is evaluated against the Community Energy and Emissions Reduction Development Permit guidelines as the development proposes more than two bare land strata residential units. The objective of the CEED Development Permit is to ensure that new development are aligned with the SOCP guidelines of reducing energy use and greenhouse gas emissions. Building, site and landscape design can assist in reducing energy use and water consumption.

The applicant has submitted a completed CEED guidelines checklist, which is attached (refer to Attachment 2). The checklist highlights are summarized below:

- Building orientation
 - 11 of the 17 proposed units (64%) have a partial southern exposure, which is encouraged by the SOCP to facilitate a passive solar orientation.
 - The proposed buildings are not expected to block views or solar access of adjacent properties, as encouraged by the SOCP;
- Energy efficient LED lighting is proposed for the interior and exterior of the buildings;
- The applicant advises that the proposed windows “will have a low emissivity coating and be filled with argon gas to ensure increased insulation capacity which will reduce impacts from solar gain”;
- The buildings will have windows and doors on opposite ends of the units, which will allow for natural cross ventilation, as encouraged by the SCOP; and
- Each unit will be constructed with solar panel capabilities, so the future owners can use this technology.

Subdivision Application

The proposal includes a subdivision application to create the proposed 17 (seventeen) bareland strata lots. As the subject proposal includes a Hazardous Conditions Development Permit, this subject DP is one of the first approvals necessary as the site layout can be impacted by the Geotechnical Engineers recommendation’s for a safe development. The subdivision application has been submitted for this development. All subdivision applications are reviewed for acceptability by the City’s Approving Officer.

Options

In accordance with the *Planning Procedures Bylaw No 3266, 2006*, Council is the approving authority for Major Development Permits. The purpose of Council’s decision for this application type is intended to evaluate if the proposal is aligned with the *Sustainable Official Community Plan Bylaw No. 3475, 2012* (SOCP) Development Permit guidelines. The following 4 (four) options are available for Council’s consideration for this Major Development Permit:

1. Approve the Development Permit application, subject to the following conditions (*recommended*):
 - a. Registration of a Section 219 Covenant to protect the geotechnical no disturbance area;

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- b. Registration of a Section 219 Covenant to restrict the conversion of the garages into habitable space; and
 - c. Payment of a performance security for general landscaping at 125% (\$82,588.50) of the estimated amount
2. Approve the Development Permit application, with revised Development Permit conditions.
3. Defer the consideration of the Development Permit application pending receipt of further information, the further information is to be identified by Council.
4. Refuse the permit application, citing the *Sustainable Official Community Plan, Bylaw No. 3640, 2016* guidelines with which the proposal does not conform and therefore Council is not willing to grant.

Staff recommends Option 1 as the development is overall consistent with the SOCP Development Permit guidelines.

Financial /Operational Considerations

In accordance with the City's *Subdivision and Development Bylaw No. 3419, 2010* it is the responsibility of the land owner to provide the required Works and Services in conjunction with a subdivision and/or development to the acceptance of the City's Approving Officer. Therefore it is the developer's responsibility to cover the costs associated with the infrastructure required to support this development.

Communications

There is no public consultation required for a Development Permit application in accordance with the *Local Government Act (Part 14 Division 7)* and the City's *Planning Procedures Bylaw No. 3266, 2006*.

Conclusion

Staff recommends support for the proposed Major Development application for a multi-family development for a 17 (seventeen) unit bare land strata. The proposal is consistent with the Neighbourhood land use designation, the growth management polices and the Development Permit guidelines as outlined within the *Sustainable Official Community Plan, Bylaw No. 3640, 2016*.

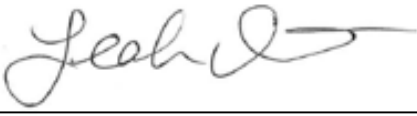




Attachments:

1. Geotechnical Report, titled: Geotechnical Slope Assessment, Proposed Strata Development, dated: September 27, 2018.
2. Energy & Emissions Development Permit Guidelines (Revision 2).
3. Major Development Permit No. P1700115

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Major Development Permit Application for a multi-family development located at 681 Homewood Road

November 2, 2018

Prepared by:	Reviewed by:
 <hr/> <p>Leah Irvine, MCIP, RPP Planner II</p>	 <hr/> <p>Andy Gaylor, MCIP, RPP Development Planning Supervisor</p>
Reviewed by:	Reviewed by:
 <hr/> <p>Kevin Brooks, MCIP, RPP Development Services Manager</p>	 <hr/> <p>Peter F. Wipper, Director of Planning</p>
Reviewed for Form and Content / Approved for Submission to Council:	
 <hr/> <p>Deborah Sargent</p>	



Lewkowich Engineering Associates Ltd.
geotechnical • health, safety & environmental • materials testing

David Donaldson
681 Homewood Road,
Campbell River, BC
V9W3N6

File No. G5094.03
Date: September 27, 2018

Attention: Mr. David Donaldson

**PROJECT: 681 HOMEWOOD ROAD, CAMPBELL RIVER, BC
LOT 2, DL 74 & 1394, SAYWARD DISTRICT, PLAN 30944**

**SUBJECT: GEOTECHNICAL SLOPE ASSESSMENT,
PROPOSED STRATA DEVELOPMENT**

REFERENCE: LGE REPORT G5094.01, DATED MARCH 26, 2007

Dear Mr. Donaldson:

1. INTRODUCTION

As requested, Lewkowich Engineering Associates Ltd. (LEA) has carried out a geotechnical assessment of the above referenced property. This report provides a summary of our findings and recommendations. In addition the McElhanney grading plan '221-49090' was reviewed for concerns.

2. BACKGROUND

- a. LEA understands the proposed development consists of several single-family type residential buildings along with the the installation of associated civil works and services, including paved roads extending from the site ingress along Homewood Road to the northern, eastern and southern limits of the development. A second access is also proposed from Smith Road, to access the eastern portion of the site.
- b. It is understood the new construction will be of conventional construction methods, consisting of wood-framing, supported by cast-in-place concrete foundations.

3. ASSESSMENT OBJECTIVES

Our assessment, as summarized within this report, is intended to meet the following objectives:

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- i. Determine whether the land is considered safe for the use intended (defined for the purposes of this report as a residential strata development), with the probability of a geotechnical failure resulting in property damage of less than 10 percent (10%) in 50 years, with the exception of geohazards due to a seismic event which are to be based on a 2 percent (2%) probability of exceedance in 50 years, provided the recommendations in this report are followed.
 - ii. Identify any geotechnical deficiency that might impact the design and construction of the development, and prescribe the geotechnical works and any changes in the standards of the design and construction of the development that are required to ensure the land, buildings, and works and services are developed and maintained safely for the use intended.
 - iii. Acknowledge that Approving and/or Building Inspection Officer may rely on this report when making a decision on applications for the development of the land.

4. ASSESSMENT METHODOLOGY

- a. A site-specific geotechnical hazard assessment was conducted. This included a field site assessment to review the current site conditions, along with a desktop review of the local bedrock and surficial geology maps, terrain analysis and air photo interpretation of the subject property and associated slopes. Site visits were conducted on February 26, 2007 and August 9, 2017.
- b. This assessment also referenced EGBC “Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in British Columbia”. (See appended Appendix D “Landslide Assessment Assurance Statement”).

5. SITE CONDITIONS

5.1 General

The entrance to the property is located on Homewood Road. It is immediately bound by



commercial property along the northern and eastern limits. The rest of the property is bound by other residential properties.

5.2 Terrain

- a. In general, the property is considered moderately sloping (6°) on the upper “plateau” area, with steep slopes (up to approximately 33°) dipping towards west and lower flatter lands from the center to western property limits. The elevation of the slope crest located along the property line between the proposed development and existing parkland ranges from 38 to 40m geodetic, and slopes down towards the toe of the slope to elevations ranging from 25 to 27m geodetic, for an average slope height of about 11m. The subject slope showed no evidence of surficial movement (ravelling, slipping or overturning).
- b. The upper portion of the property is currently undeveloped. The lower level is currently occupied by a modular home. The site is partially landscaped with grass and partially treed with native trees such as maples, Douglas fir, and cedars.

5.3 Subsurface Conditions

- a. An intrusive (drilling and/or test pitting) subsurface investigation was not included as part of this hazard assessment. Visual inspection of the site allowed for observations of minor soil exposures within the defined embankment. Based on our observations, the surficial soils within the property are dominated by quaternary deposits of glaciofluvial silty sand. This formation consists of silty, sand and gravels. The soil appears to make up the full height of the slope.
- b. No bedrock exposures were noted on site.

5.4 Groundwater

- a. There was no groundwater seepage or ponded water encountered during the assessment.
- b. Groundwater levels are expected to be minimal due to the porous nature of the sand. Most likely any on-site water will be surficial flow. Flow volumes will vary seasonally, with heavier



flows during the winter and early spring months.

6. CONCLUSIONS AND RECOMMENDATIONS

6.1 General

From a geotechnical perspective, the land is considered safe for the intended purpose of a residential strata development, with the probability of a geotechnical failure resulting in property damage of less than 10 percent (10%) in 50 years, with the exception of geohazards due to a seismic event which are to be based on a 2 percent (2%) probability of exceedance in 50 years, provided the recommendations in this report are followed.

6.2 Removal of Unsuitable Materials and General Excavation Recommendations

- a. Prior to construction, all unsuitable materials should be removed to provide a suitable base of support. Unsuitable materials include any non-mineral material such as vegetation, topsoil, peat, fill or other materials containing organic matter, as well as any soft, loose, or disturbed soils.
- b. Other fills and/or debris may also be encountered from neighbourhood dumping which would need to be removed prior to the installation of structural fills.
- c. Ground water ingressing into any excavations should be controlled with a perimeter ditch located just outside of the building areas, connected to positive drainage.
- d. The Geotechnical Engineer is to confirm the removal of unsuitable materials and approve the exposed competent inorganic subgrade.

6.3 Structural Fill

- a. Where fill is required to raise areas that will support buildings, slabs, or pavements, structural fill should be used. The Geotechnical Engineer should first approve the exposed subgrade in fill areas, to confirm the removal of all unsuitable materials. The thickness and type of structural fill should be consistent in all areas below the footing elevation to minimize



differential settlements.

- b. Structural fill should be inorganic sand and gravel. If structural fill placement is to be carried out in the wet season, material with a fines content limited to 5% passing the 75 μ m sieve should be used, as such a material will not be overly sensitive to moisture, allowing compaction during rainy periods of weather.
- c. Structural fill may also consist of blasted or crushed rock materials, provided the material is well-graded. The use of any blasted or crushed rock materials is subject to the review and approval of the Geotechnical Engineer prior to placement as a fill material. Maximum particle size shall not exceed 300mm in diameter if used in areas of structural support.
- d. Structural fill should be compacted to a minimum of 95% of the corresponding Modified Proctor maximum dry density (ASTM D1557) in foundation and floor slab areas, as well as in paved roadway and parking areas.
- e. Structural fills under foundations should include the zone defined by a plane extending down and outward a minimum 0.5m from the outer edge of the foundation at an angle of 45 degrees from horizontal to ensure adequate subjacent support.
- f. Compaction of fill should include moisture conditioning as needed to bring the soils to the optimum moisture content and compacted using vibratory compaction equipment in lift thickness appropriate for the size and type of compaction equipment used.
- g. A general guideline for maximum lift thickness is no more than 100mm for light hand equipment such as a 'jumping-jack,' 150mm for a small roller and 300mm for a large roller or heavy (>500 kg) vibratory plate compactor or a backhoe mounted hoe-pac or a large excavator mounted hoe-pac, as measured loose.
- h. It should be emphasized that the long-term performance of buildings, slabs, and pavements is highly dependent on the correct placement and compaction of underlying structural fills. Consequently, we recommend that structural fills be observed and approved by the Geotechnical Engineer. This would include approval of the proposed fill materials and



following a suitable program of compaction testing during construction.

6.4 Slope Setbacks

- a. The subject property has an established slope dipping towards the west half of the property. This slope includes inclinations ranging from approximately 15° to 33° , with an overall slope inclination of approximately 24° . Visual observations and a review of the natural soil geology in the sloping area indicates that the slope will likely be made up of glaciofluvial and glacial till sand deposits.
- b. The slope is considered to be in a stable condition with very little continued erosion due in part to the relatively shallow slope, the nature of the dense sand in the area, established vegetation, and the general topography of the surrounding areas.
- c. There were no visual signs of potential global (full slope height) instability (i.e. tension cracks, toe heave, or ponded water) observed on the subject property. Therefore, slope movement would likely be confined to minor spalling of localized area of the slope surficial sloughing and/or erosion of non-vegetated localized areas steeper than 45° (anthropogenic excavations).
- d. Detailed slope stability analysis is generally required when development encroaches on glacial till or dense sand slopes steeper than 27 degrees (2H:1V slope), or at the bottom of a slope where rock fall hazards exist. Building behind dense sand slopes less than 27 degrees is generally considered safe practice due to the fact that (excluding circumstances where indicators of global instability or daylighting discontinuities are present) the internal angle of friction of the dense sand is on average 37 degrees. Because the overall slope is about 24° , and there is no evidence of deep instability, no detailed stability analysis is required.
- e. Based on the conditions observed during the February 26, 2007 and August 9, 2017 site visits, the foundations for the proposed single family residences should be set back a minimum of 7.5 m from the top of slope. The following discussions and recommendations apply to these setbacks.

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- f. The soil removed from the toe of the slope should be replaced. The soil should be replaced in 0.3m thick lifts compacted to 95% of its corresponding maximum Modified Proctor Density at Optimum Moisture.
 - g. The slope exhibited no evidence of surficial, downslope movement (e.g. bent/leaning trees, failure scarp and debris). If any signs of movement are noted in the future, the undersigned should be contacted. The slope is protected from erosion by a well developed layer of vegetation. Minor sloughing and surficial creep on the slope may occur, and could result in gradual retrogression of the slope crest. This action may be observed over time and corrected with slope protection measures if the need arises.
 - h. Sundecks and ancillary structures (such as gazebos) may be located within the setback area. However, these structures should not be structurally attached to the residence. Note that any structure or feature within the setback area could be adversely impacted through the eventual retrogression of the slope crest described above.
 - i. Drainage (roof and perimeter) from the residence should not be discharged directly onto the slope. A solid pipe should be used to transport the storm and ground water to the base of the slope where it then may be discharged, either to a suitable non-erodible outfall or rock pit. Rock pits should not be constructed within 20m of the top of slope.
 - j. It is anticipated that the foundations for the proposed residence will be founded on a subgrade of stiff/hard, sandy silt or silty sand (likely glacial till). If organic or predominately fine grained (silt/clay) soils are encountered at foundation subgrade elevation during construction, the Geotechnical Engineer should be notified immediately, so recommendations for achieving adequate bearing can be provided.
 - k. During construction, no debris or soil is to be pushed and/or dumped onto the slope surface. Similarly, no placement of fill is to take place within the setback zone. After construction, no yard waste or related debris is to be dumped onto the slope surface. Select removal and topping of trees on the slope is permissible. The slope is not to be clear cut and/or stripped of vegetation. The plans of the proposed construction and footing excavation should be reviewed by the undersigned in order to check for geotechnical concerns.

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- l. For residences built at the toe of the slope, the rear foundation wall should be high enough to allow surface grading to direct surface water away from the building at least 3m then to a suitable location. A Structural Engineer will be required to design the foundation wall to resist soil pressure against the foundation and to control movement of the soils on the slope.
 - m. Final landscaping cuts into the hill should not exceed 1.2m vertical height or create an overall slope steeper than 2H:1V across a minimum distance of 2.4m. The previously noted slope protection measures as outlined in Paragraphs 6.4.f, 6.4.h, 6.4.i, 6.4.j & 6.4.k should be followed. The plans of the proposed construction and footing excavation should be reviewed by the undersigned in order to check for geotechnical concerns. The grading plan appears to meet these requirements in general.

6.5 Foundation Design & Construction

- a. Prior to construction, the building area should be stripped to remove all unsuitable materials to provide an undisturbed natural soil subgrade for the footing support.
- b. Foundations should be supported on competent undisturbed soil, or structural fill approved for use as a bearing stratum by our office, and may be designed using a bearing capacity of 150 kPa. Where footings bear on glacial till, and a higher bearing capacity is desired, a site specific bearing value may be provided by the Geotechnical Engineer after a field review of the specific areas requiring higher bearing values.
- c. Exterior footings should be provided with a minimum 0.45 m depth of ground cover for frost protection purposes. Footings on the slope areas should be provided with at least 0.6m depth of ground cover and follow the Recommendation 6.4.l.
- d. Prior to placement of concrete footings, any bearing soils that have been softened, loosened, or otherwise disturbed during the course of construction should be removed, or else compacted following our recommendations for structural fill. Compaction will only be feasible if the soil has suitable moisture content and if there is access to heavy compaction equipment. If no structural fill is placed, a smooth-bladed clean up bucket should be used to



finish the excavation.

- e. The Geotechnical Engineer should evaluate the bearing soils at the time of construction to confirm that footings are based on appropriate and properly prepared founding material.

6.6 Lateral Earth Pressures

- a. We understand that the eastern foundation walls of units 7 through 11 will be utilized as retaining walls. Based on the grading plan, the required height of retention at the east faces of the building will range from approximately 1 meter to 2.9 meters. Below are typical lateral earth pressures for conventional pour-in-place concrete retaining walls. If other types of retaining wall structures are being considered, please contact our office for additional design information.
- b. Lateral earth pressure coefficients (K) for the design of the foundation walls are outlined in the Table 1. It is assumed that there will be no additional surcharge on the slope. A back slope of 25 degrees has been used in these calculations because of geometric limitations inherent to the equations. It should be noted that the methods employed are estimates and further analysis may be required after dimensions of the proposed structure have been determined.
- c. An average soil friction angle of 36 degrees has been used to calculate the lateral earth pressure coefficients. It is assumed that retained soils are well compacted, cohesionless sands and gravels, with a unit weight of 21 kN/m^3 .
- d. The Mononobe-Okabe (M-O) Method has been used to calculate the active seismic lateral earth pressure coefficients. The static active lateral earth pressure has been calculated using Coulomb's theory. The results for the passive earth pressures have been calculated using Rankine theory.
- e. The seismic thrust coefficient provides a value that combines both dynamic and static forces.



- f. The total thrust for the static case acts through a point that is approximately H/3 above the toe of the wall. The dynamic component of the seismic thrust acts through a point at approximately 0.6H above the toe of the wall.

Table 1 Lateral Earth Pressure Coefficients (ULS)

Lateral Earth Pressure Condition	Earth Pressure Coefficient (K)	
Static Passive	K_p	2.39
Static Active	K_A	0.34
Seismic Active	K_{AE}	0.63

The total thrust resulting from lateral earth pressures under each of the conditions outlined in Table 1 may be calculated using the following relationship:

$$P = 0.5 K \gamma H^2$$

Where: P = total thrust (kN/m length of wall)

K = Earth Pressure Coefficient

γ = Soil Unit Weight (kN/m³)

H = Height of Wall (m)

6.7 Landslip

- a. Based on the current City of Campbell River Official City Map, the site is classified as a Steep Slope Area. Available topographic information indicates that the proposed development is underlain by an established slope dipping towards the west half of the property. This slope includes inclinations ranging from approximately 15° to 33°, with an



average slope of 24°. The subsurface construct (dense sand) of the slope shows no evidence of instability. We (LEA) conclude that the existing dense sand slopes within the property are considered stable if the conditions of this report are met.

- b. The topography and soils conditions found at the subject site indicate any minor risk of a landslip hazard to proposed structures, as defined by the EGBC Guidelines. The risk may be managed by following the recommendations of this report. See Landslide Assessment Assurance Statement (see attached Appendix D).

6.8 Seismic Issues

- a. No compressible or liquefiable soils were identified during the site investigation.
- b. Based on the 2012 British Columbia Building Code, Division B, Part 4, Table 4.1.8.4.A, 'Site Classification for Seismic Site Response,' the subsurface conditions encountered during the site assessment would be classified as 'Site Class C' (Dense Soil and Soft Rock).

6.9 Permanent Foundation Drainage

Conventional requirements of the 2012 British Columbia Building Code pertaining to building drainage are considered suitable at this site. Once final plans and tentative elevations are determined, the Geotechnical Engineer should be consulted to provide further drainage data.



7. GEOTECHNICAL ASSURANCE AND QUALITY ASSURANCE

The 2012 British Columbia Building Code requires that a geotechnical engineer be retained to provide Geotechnical Assurance services for construction of this nature. Geotechnical Assurance services include review of the geotechnical components of the plans and supporting documents, and responsibility for field reviews of these components during construction.

8. ACKNOWLEDGEMENTS

Lewkowich Engineering Associates Ltd. acknowledges that this report may be requested by the building inspector (or equivalent) of the City of Campbell River as a precondition to the issuance of a building permit. It is acknowledged that the Approving Officers and Building Officials may rely on this report when making a decision on application for development of the land. We acknowledge that this report has been prepared solely for, and at the expense of the City of Campbell River at the request of Mr. David Donaldson.

9. LIMITATIONS

The conclusions and recommendations submitted in this report are based upon the data obtained during our field assessment and desktop of review of the aforementioned material. The recommendations given are based on the field conditions encountered during our field assessment, desktop analysis and assumed use of current construction techniques, and generally accepted engineering practices. No other warrantee, expressed or implied, is made. Due to the geological variability of many soil and rock formations unanticipated conditions may become known during construction or other information pertinent to the structures become available, the recommendations may be altered or modified in writing by the undersigned.

Client: David Donaldson
Project: Strata Development. 681 Homewood Road, Campbell River, BC
File No. G5094.03
Date: September 27, 2018
Page: 13 of 13



10. CLOSURE

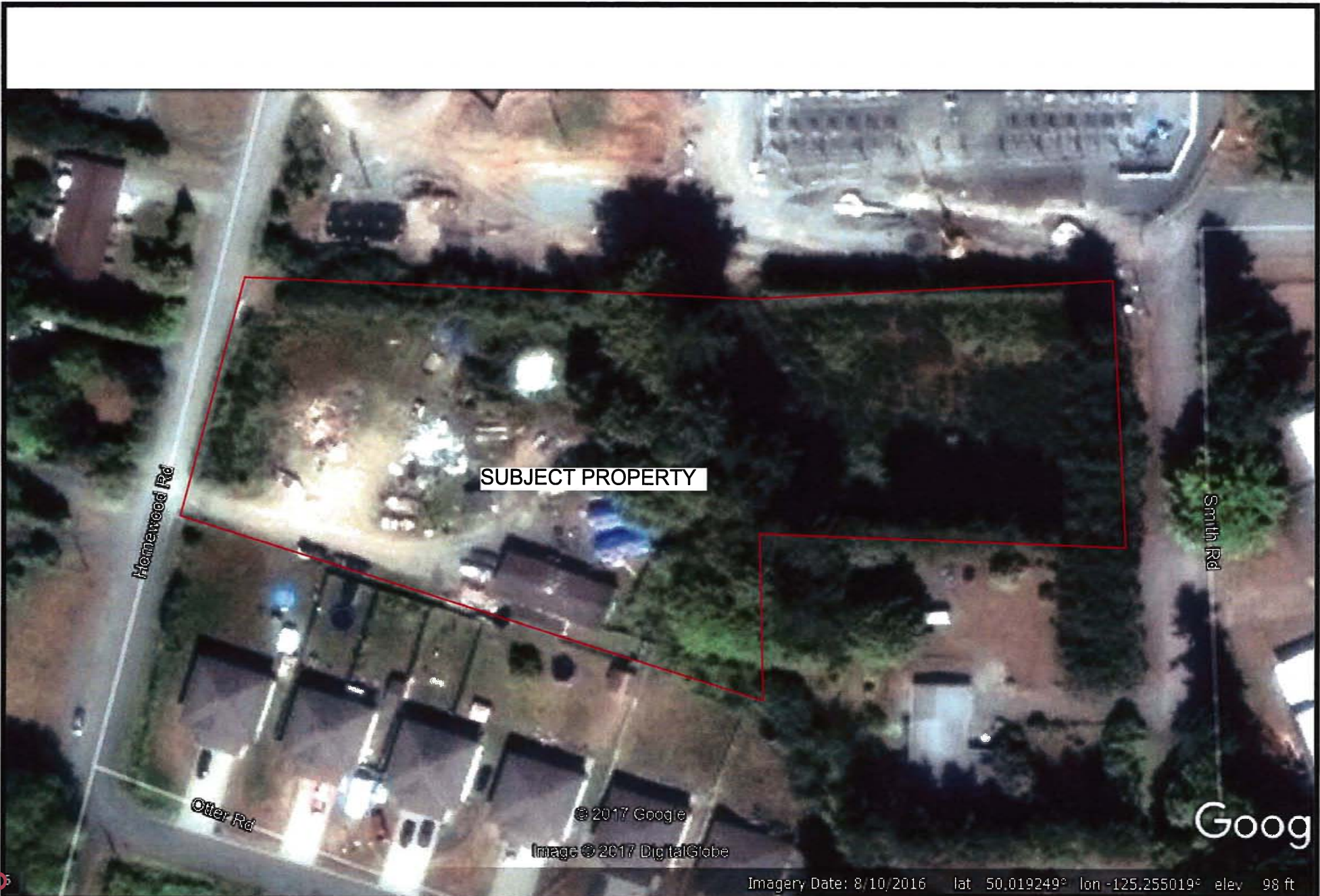
Lewkowich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or additional requirements at this time, please contact us at your convenience.

Respectfully Submitted,
Lewkowich Engineering Associates Ltd.

A blue ink handwritten signature is written over a circular professional seal. The seal contains the text 'PROFESSIONAL ENGINEER OF THE PROVINCE OF BRITISH COLUMBIA', 'D. G. CLARK', and '20208'. The signature is written in a cursive style and extends across the seal.

Darron G. Clark., P.Eng.
Senior Geotechnical Engineer

Attachments: McElhanney Grading Plan, Air photo, Appendix D



SUBJECT PROPERTY

Homewood Rd

Smith Rd

Otter Rd

© 2017 Google

Image © 2017 DigitalGlobe

Goog

Imagery Date: 8/10/2016 lat 50.019249° lon -125.255019° elev 98 ft

2016 AIRPHOTO
681 HOMEWOOD ROAD, CAMPBELL RIVER, BC
LEA FILE: G5094
DWN: DGC

31

APPENDIX D: LANDSLIDE ASSESSMENT ASSURANCE STATEMENT

Note: This Statement is to be read and completed in conjunction with the *APEGBC Guidelines for Legislated Landslide Assessments for Proposed Residential Development in British Columbia, 2006* ("APEGBC Guidelines") and is to be provided for *landslide assessments* for the purposes of the *Land Title Act*, *Community Charter* or the *Local Government Act*. Italicized words are defined in the *APEGBC Guidelines*.

To: The Approving Authority
City of Campbell River
301 St. Ann's Rd. Campbell River, BC V9W 4C7
Jurisdiction and address

Date: September 7, 2017

With reference to (check one):

- Land Title Act (Section 86) – Subdivision Approval
- Local Government Act (Sections 919.1 and 920) – Development Permit
- Community Charter (Section 56) – Building Permit
- Local Government Act (Section 910) – Flood Plain Bylaw Variance
- Local Government Act (Section 910) – Flood Plain Bylaw Exemption

For the Property: LOT 2, DL 74 & 1394, SAYWARD DISTRICT, PLAN 30944;
681 HOMEWOOD ROAD, CAMPBELL RIVER, BC

Legal description and civic address of the Property

The undersigned hereby gives assurance that he/she is a *Qualified Professional* and is a *Professional Engineer* or *Professional Geoscientist*.

I have signed, sealed and dated, and thereby certified, the attached *landslide assessment* report on the Property in accordance with the *APEGBC Guidelines*. That report must be read in conjunction with this Statement. In preparing that report I have:

Check to the left of applicable items

- 1. Collected and reviewed appropriate background information
- 2. Reviewed the proposed *residential development* on the Property
- 3. Conducted field work on and, if required, beyond the Property
- 4. Reported on the results of the field work on and, if required, beyond the Property
- 5. Considered any changed conditions on and, if required, beyond the Property
- 6. For a *landslide hazard analysis* or *landslide risk analysis* I have:
 - 6.1 reviewed and characterized, if appropriate, any *landslide* that may affect the Property
 - 6.2 estimated the *landslide hazard*
 - 6.3 identified existing and anticipated future *elements at risk* on and, if required, beyond the Property
 - 6.4 estimated the potential *consequences* to those *elements at risk*
- 7. Where the *Approving Authority* has adopted a *level of landslide safety* I have:
 - 7.1 compared the *level of landslide safety* adopted by the *Approving Authority* with the findings of my investigation
 - 7.2 made a finding on the *level of landslide safety* on the Property based on the comparison
 - 7.3 made recommendations to reduce *landslide hazards* and/or *landslide risks*
- 8. Where the *Approving Authority* has **not** adopted a *level of landslide safety* I have:
 - 8.1 described the method of *landslide hazard analysis* or *landslide risk analysis* used

- 8.2 referred to an appropriate and identified provincial, national or international guideline for *level of landslide safety*
 - 8.3 compared this guideline with the findings of my investigation
 - 8.4 made a finding on the *level of landslide safety* on the Property based on the comparison
 - 8.5 made recommendations to reduce *landslide hazards* and/or *landslide risks*
- ___ 9. Reported on the requirements for future inspections of the Property and recommended who should conduct those inspections.

Based on my comparison between

Check one

- the findings from the investigation and the adopted *level of landslide safety* (item 7.2 above)
- the appropriate and identified provincial, national or international guideline for *level of landslide safety* (item 8.4 above)

I hereby give my assurance that

Check one

- for subdivision approval, as required by the Land Title Act (Section 86), "that the land may be used safely for the use intended"

Check one

- with one or more recommended registered *covenants*.
- without any registered *covenant*.

- for a development permit, as required by the *Local Government Act* (Sections 919.1 and 920), my report will "assist the *local government* in determining what conditions or requirements under [Section 920] subsection (7.1) it will impose in the permit"

- for a building permit, as required by the Community Charter (Section 56), "the land may be used safely for the use intended"

Check one

- with one or more recommended registered *covenants*.
- without any registered *covenant*.

- for flood plain bylaw variance, as required by the "Flood Hazard Area Land Use Management Guidelines" associated with the *Local Government Act* (Section 910), "the development may occur safely."

- for flood plain bylaw exemption, as required by the *Local Government Act* (Section 910), "the land may be used safely for the use intended."

Darron G. Clark, P.Eng.

Name (print)

Signature

Address

Phone

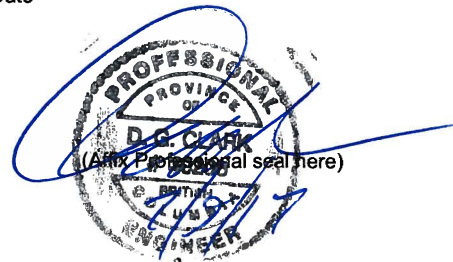
Suite 2E, 2569 Kenworth Road

Nanaimo, BC V9T 3M4

250-756-0355

September 7, 2017

Date



If the *Qualified Professional* is a member of a firm, complete the following.

I am a member of the firm Lewkowich Engineering Associates Ltd.

and I sign this letter on behalf of the firm.

(Print name of firm)

Energy & Emissions Development Permit Guidelines (Revision 2)

681 Homewood Road Rd, Campbell River, BC

(from the City of Campbell River's 2012 SOCP, Part V, Schedule B, Section 4)

Guideline (from SOCP)	Response
Passive Solar Design	
1. Consider penetration of sunlight in winter and shading of sun in summer (passive cooling/solar heating) in the design of landscape and buildings.	<i>Eleven of the proposed buildings (Units 1 through 6, 9 & 11 on the lower strata as well as Units 3, 4 and 6 on the upper strata) have partial South exposures that will help facilitate solar heating in winter without excessive heating effects in summer.</i>
2. Ensure that new development to the degree possible, does not entirely block views and solar access of existing or anticipated development, and that shadowing impacts on adjacent buildings and open spaces are minimized by ensuring that adjacent buildings are not shading each other at noon on the winter solstice.	<i>The proposed development is not expected to block views or solar access of any adjacent properties and eleven of the proposed buildings have direct southern exposure.</i>
3. Subdivision design should demonstrate consideration of a southern orientation for the lot pattern or within plus or minus 30 degrees of south to facilitate passive solar, along with the appropriate glazing and architectural design.	<i>As per above, eleven of the proposed buildings have open, south-facing exposures.</i>
4. Building design for multifamily, commercial and industrial buildings should demonstrate consideration of southern orientation or within plus or minus 30 degrees of south to facilitate passive solar, along with the appropriate glazing and architectural design.	<i>(The proposed development is single family bare land strata)</i>
5. Developers should consider applying the following principles in solar passive design: <ol style="list-style-type: none"> a. Buildings should be oriented such that the largest wall area is facing south. b. Buildings should be designed to be compact in form, and should have a south facing wall length of approximately 1.3 to 1.5 times as long as the buildings average depth (on an east-west axis). c. South facing window area should maximized up to 8% of total living space floor area, or up to 15% if additional heat storage materials are added such as masonry walls, solid wood wall, or concrete floors. Heat storage materials should be located to be in direct contact with the incoming sunlight. 	<ol style="list-style-type: none"> a. <i>13 of the 17 Units have their largest wall with a southern exposure.</i> b. <i>Due to privacy concerns the windows on the sides of the building have been minimized.</i> c. <i>The traditional wood framed construction and vinyl siding proposed herein does not easily allow for heat storage materials such as masonry or concrete.</i>

<p>6. Design measures should be included to limit summer solar gain through south facing windows.</p>	<p><i>All windows will have a low emissivity coating and be filled with argon gas to ensure increased insulation capacity which will reduce impacts from solar gain.</i></p>
<p>7. Overhangs or solar shading devices (such as awnings) should be placed so that windows are completely unshaded at the winter solstice and between fully and half-shaded at noon on the summer solstice.</p> <ol style="list-style-type: none"> On east and west aspects, consider using glazing systems that admit daylight while reducing heat gain, and consider limiting glazing area to only what is needed for adequate daylight and views. On south aspects, glazing with high solar heat gain coefficients should be selected. On south aspects avoid heavily tinted or reflective glasses that reduce solar heat gain but also reduce daylight and exterior views and cause excessive glare. On north aspects, glazing area should be minimized and highly insulated (low “U value”) glazing should be selected. Within subdivisions, north-south spacing between buildings and building geometry should be designed such that buildings are not shading each other at noon on the winter solstice. Where possible, use exterior shading devices such as fixed awnings or retractable canopies that are adjustable according to season. Where solar thermal and photovoltaic modules are used on buildings with a south orientation, solar energy collection can be optimized by ensuring roofs and the main axis of buildings are within 15 degrees of due south. 	<p><i>Windows with a low emissivity coating and argon gas will be utilized as discussed for each orientation. Tinting or reflective glass is not proposed.</i></p> <p><i>No awnings, shades, canopies, or solar energy is proposed.</i></p>
<p>Energy Efficient Buildings</p>	
<p>1. Building design that allows for natural ventilation is encouraged. This could include operable windows on at least two sides of the building to enable passive cooling through cross ventilation.</p>	<p><i>On both floors, doors at the front and doors/operable windows in the rear will allow for cross-ventilation.</i></p>
<p>2. Building design that promotes daylight exposure for natural lighting is encouraged.</p>	<p><i>Units 1 through 6, 9 & 11 on the lower strata as well as Units 3, 4 and 6 on the upper strata will receive significant daylight all-day, with the remainder of buildings receiving morning / evening sun.</i></p>
<p>3. Energy efficient lighting for building interiors and exteriors is encouraged.</p>	<p><i>Energy efficient (LED) lighting will be used throughout the interior and exterior of the buildings.</i></p>
<p>4. Energy efficient building techniques including, but not limited to, increased insulation, heat recovery ventilators, use of materials that encourage thermal storage, and airtight building envelope construction that reduces unintentional air leakage, are encouraged.</p>	<p><i>Insulation, sealing of the building envelope and the installed windows and doors will be completed according to the BC Building code. The units will also have natural gas radiant heating on the lower floor.</i></p>
<p>5. Green roofs are encouraged to absorb storm water, reduce heat gain and provide outdoor amenity space for residents.</p>	<p><i>Not feasible for this scale of development and type of construction (single family wood-framed).</i></p>
<p>6. Where feasible, district energy systems and renewable energy are encouraged for new buildings.</p>	<p><i>Each unit will ensure solar panel capabilities.</i></p>



Issued To: DAVID GEORGE DONALDSON
BOX 542
CAMPBELL RIVER BC V9W 5C1
(Permittee)

No. P1700115

1. This Development Permit is issued subject to compliance with all Bylaws of the City of Campbell River, except as specifically varied or supplemented by this Permit. Despite details as may be indicated on approved plans, or described within approved reports, nothing in this permit authorizes anything to be done, or caused to be done, in contravention of any City bylaws, including the Zoning Bylaw, 3250, 2006.
2. This Development Permit applies to and only to any and all buildings, structures and other development thereon to:

LOT 2 DISTRICT LOT 74 AND 1394 SAYWARD DISTRICT PLAN 30944 EXCCPT:
PLANS VIP84725 AND EPP1570
PID: 001-200-666

3. Development including buildings, structures and off-street parking shall be sited and constructed in conformance with the site plans, as shown as Schedule "A", the elevation drawings and floor plans shown as Schedule "B", the Energy and Emission Development Permit Guidelines, as outlined in Schedule "C" and in accordance with the lot grading plan, as shown in Schedule "D" Geotechnical Report, Schedule "E", as attached herein.
4. Landscaping shall be established in conformance with the Landscape Plan shown as Schedule "F", as attached herein.
5. In accordance with Section 502 of the Local Government Act, financial security shall be provided for landscaping works, for general planting, shown in Schedule "F" (Landscape Plan) at 125% of the total estimated cost of those works, equivalent to \$82,588.50.
6. The performance security for the landscaping works must be submitted within four (4) weeks of the date of approval, in accordance with the *Planning Procedures Bylaw No. 3266, 2006*, otherwise the file will be closed.
7. The Director of Planning may authorize minor amendments to this permit, provided such amendments are considered to be consistent with the spirit and intent of the City's *Sustainable Official Community Plan*.
8. Fire protection measures for all buildings on the subject parcel must be identified to the satisfaction of the City of Campbell River prior to the issuance of a building permit.
9. This Development Permit expires two years from the date of Council approval, unless construction has begun as approved herein.

AUTHORIZING RESOLUTION NO. _____ PASSED BY COUNCIL ON THIS _____ DAY OF _____, 2018.

City Clerk

Please Note:

It is the Applicant's sole responsibility to ensure compliance with all relevant City permits and bylaws. Unless explicitly stated on this permit, issuance of the permit does not authorize the Applicant to proceed with any development, construction or activity that is in contravention of any other relevant permits or bylaws. In the case of a perceived conflict, the applicant should immediately contact the Development Services Department for clarification prior to undertaking any development, construction or activity.

Plans attached in schedules to this permit (full size copies available from issuing authority):

Schedule:	Drawing No.:	Plan Title:	Dated:
Schedule "A"	P1700115 Sheet 4 of 5	Development Permit Legal Offsets	October 15, 2018
	P1700115 Sheet 1 of 5	Development Permit Site Servicing	October 15, 2018
Schedule "B"		Homewood Rd (Phase 1)	
	A1.1	SL 1 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 1 – Homewood Rd)	October 2, 2018
	A1.1	SL 2 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 2 Homewood Rd)	October 2, 2018
	A1.1	SL 3 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 3 Homewood Rd)	October 2, 2018
	A1.1	SL 4 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 4 Homewood Rd)	October 2, 2018
	A1.1	SL 5 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 5 – Homewood Rd)	October 2, 2018
	A1.1	SL 6 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 6 – Homewood Rd)	October 2, 2018
	A1.1	SL 7 – Exterior Building Elevations	October 29, 2018
	A3.1	Upper & Lower Floor Plans (SL 7 – Homewood Rd)	October 29, 2018
	A1.1	SL 8 – Exterior Building Elevations	October 29, 2018
	A3.1	Upper & Lower Floor Plans (SL 8 – Homewood Rd)	October 29, 2018
	A1.1	SL 9 – Exterior Building Elevations	October 29, 2018
	A3.1	Upper & Lower Floor Plans (SL 9 – Homewood Rd)	October 29, 2018
	A1.1	SL 10 – Exterior Building Elevations	October 29, 2018
	A3.1	Upper & Lower Floor Plans (SL 10 – Homewood Rd)	October 29, 2018
	A1.1	SL 11 – Exterior Building Elevations	October 29, 2018
	A3.1	Upper & Lower Floor Plans (SL 11 – Homewood Rd)	October 29, 2018
		Smith Rd (Phase 2)	
	A1.1	S.L. 1 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 1)	October 2, 2018
	A1.1	S.L. 2 - Exterior Building Elevations (SL 2 – Smith Rd)	October 30, 2018

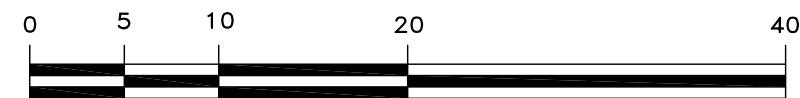
	A3.1	Upper & Lower Floor Plans (SL 2 - Smith Rd)	October 30, 2018
	A1.1	SL 3 Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 3 – Smith Rd)	October 2, 2018
	A1.1	S.L. 4 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 4 – Smith Rd)	October 2, 2018
	A1.1	SL 5 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 5 – Smith Rd)	October 2, 2018
	A1.1	SL 6 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 6 – Smith Rd)	October 2, 2018
Schedule “C”	No #	Energy & Emissions Development Permit Guidelines (Revision 2)	Undated
Schedule “D”	P1700115 Sheet 3 of 5	Development Permit Grading	October 30, 2018
Schedule “E”	File No. G5094.03	Geotechnical Slope Assessment, Proposed Strata Development	September 27, 2018
Schedule “F”	2 of 3	Landscape Planting Plan (Project: Strata Residential Lots/Homes Homewood Road Campbell River BC)	October 10, 2018

EXHIBIT “B”

BARE LAND STRATA PLAN OF LOT 2, DISTRICT LOT 74, SAYWARD DISTRICT, PLAN EPP95836.

STRATA PLAN EPS6217

BCGS MAPSHEET 92K.004



ALL DISTANCES ARE IN METRES UNLESS OTHERWISE STATED.
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH AND 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:400.

LEGEND

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY GNSS OBSERVATIONS TO GEODETIC CONTROL MONUMENTS 128975 & 957415 AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 10.

- INDICATES STANDARD IRON POST FOUND.
- INDICATES STANDARD IRON POST SET.
- ▲ INDICATES GEODETIC CONTROL MONUMENT FOUND.
- INDICATES STANDARD LEAD PLUG SET.
- △ INDICATES TRAVERSE HUB.

THE UTM COORDINATES AND ESTIMATED ABSOLUTE ACCURACY ACHIEVED ARE DERIVED FROM DUAL FREQUENCY GNSS BASELINE TIES TO GEODETIC CONTROL MONUMENTS 128975 AND 957415.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9999169 WHICH HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 21m.

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE CITY OF CAMPBELL RIVER.

A COVENANT IN THE NAME OF THE CITY OF CAMPBELL RIVER PURSUANT TO SECTION 219 OF THE LAND TITLE ACT IS A CONDITION OF APPROVAL FOR THIS SUBDIVISION.

NOTE:
THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE SET ALONG THE PRODUCTION OF THE PROPERTY BOUNDARY UNLESS OTHERWISE NOTED.

CIVIC ADDRESS
690 SMITH ROAD,
CAMPBELL RIVER, B.C.

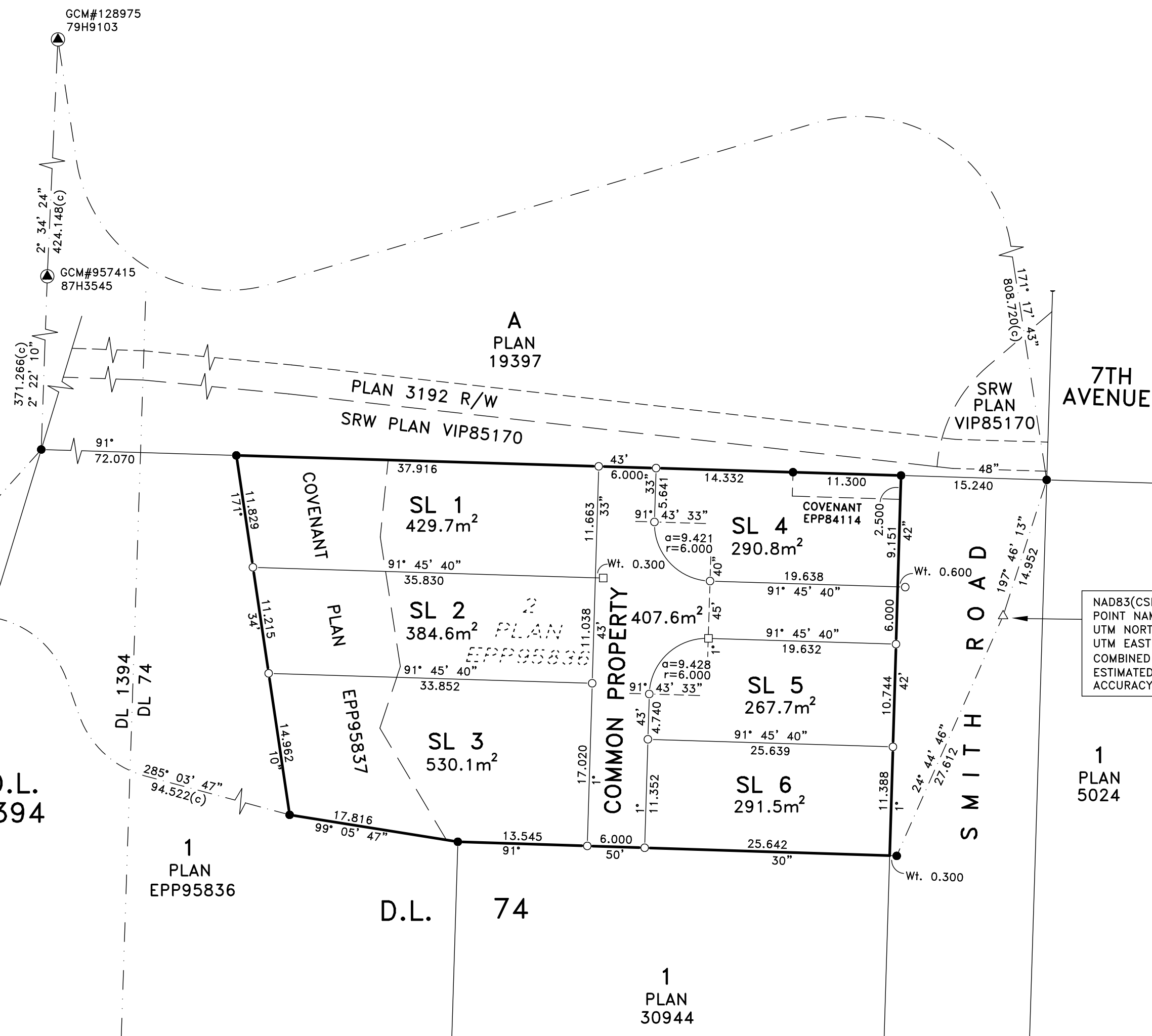
NAD83(CSRS)(3.0.0.BC.1.NVI), UTM ZONE 10
POINT NAME TH4
UTM NORTHING 5543250.390
UTM EASTING 338434.322
COMBINED SCALE FACTOR: 0.99991887
ESTIMATED ABSOLUTE ACCURACY IS = 0.05m

NAD83(CSRS)(3.0.0.BC.1.NVI), UTM ZONE 10
POINT NAME TH1006
UTM NORTHING 5543246.623
UTM EASTING 338600.197
COMBINED SCALE FACTOR: 0.99991592
ESTIMATED ABSOLUTE ACCURACY IS = 0.05m

THIS PLAN LIES WITHIN THE STRATHCONA REGIONAL DISTRICT AND THE CITY OF CAMPBELL RIVER

McELHANNEY ASSOCIATES
LAND SURVEYING LTD.
PROFESSIONAL LAND SURVEYORS
1196 DOGWOOD STREET
CAMPBELL RIVER, B.C.
V9W 3A2
TEL. (250) 287-7799

FILE 2222 01899 STRATA



UTM ZONE 10, NAD83(CSRS) 3.0.0.BC.1.NVI COORDINATES

TABLET MARKING	GCM#	NORTHING	EASTING	ELEVATION	POINT COMBINED SCALE FACTOR	ESTIMATED ABSOLUTE ACCURACY
87H3545	957415	5543636.515	338463.334	10.475	0.9999212	0.021
79H9103	128975	5544060.202	338482.375	3.786	0.9999222	0.020

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 18TH DAY OF DECEMBER, 2019.
DAVID N. LUDVIGSON, BCLS #765, CLS

EXHIBIT “C”



City of
**Campbell
River**

Building Permit

Permit No.: BP002697

Address: 681 HOMEWOOD RD
Legal: LT 2; DL 74; SLD; PL VIP30944

ZONE: RE-1
PID #: 001-200-666

- A Single Family Dwelling only is permitted. No secondary suite has been authorized.
- Before commencement of Framing, an actual site plan prepared by the B.C. Land Surveyor is required..
- As per Bylaw 3060, Schedule A - all fees in Schedule A will be increased by 50% for residential dwellings where the builder is not licenced by the Home Owner Protection Office.
- It is the responsibility of the General Contractor to provide a list of the Sub Contractors being used on the project and to ensure all sub-trades are in possession of a current City of Campbell River Business Licence.
-
-
- SLABS ON GROUND IN CONDITIONED SPACES (HEATED) TO BE INSULATED FOR 1.2M HORIZONTALLY AROUND PERIMETER OR, VERTICALLY AROUND PERIMETER DOWN TO FOOTINGS C/W R-12 RIDGID INSULATION AND 6 MIL POLY UNDERSLAB
- The City storm and sanitary inspection chambers are to remain plugged during construction. City personnel will remove plugs upon the scheduling of a Perimeter Drain inspection. The plugs are to be removed by City Personnel only.
- The solar conduit installed is to be permanently identified "SOLAR ONLY".
- The solar conduit is to be capped off in the attic as well as the interior of the dwelling.
- The capped solar conduit is to terminate 12 inches minimum above the blown insulation level.
- A capped floor drain will need to be installed for the future solar storage tank.
- All manufactured windows, doors and skylights must comply with the North American Fenestration Standard (NAFS) AAMA/WDMA/CSA/101/I.S.2/A440.
- To limit the probability of the entrapment of moisture inside closed building envelopes, moisture content of lumber shall be not more than 19%.

DECLARATION:

I understand the activities undertaken by or on behalf of the city pursuant to the *Building Bylaw* are for the sole purpose of providing a limited and interim spot checking function for reason of health, safety and the protection of persons and property and that the issuance of final approval does not provide a warranty of design or workmanship with respect to the building for which the permit is issued. I agree to conform to all the requirements of all bylaws in force in the City of Campbell River, and to indemnify and save harmless the City of Campbell River and it's employees from any claim or action arising out of the construction of the building, development of the site, inspection of the building plans, site or building, including one based on negligence of the City or it's employees.



City of
Campbell
River

Building Permit

Permit No.: BP002696

Address: 681 HOMEWOOD RD
Legal: LT 2; DL 74; SLD; PL VIP30944

ZONE: RM-1
PID #: 001-200-666

- A Single Family Dwelling only is permitted. No secondary suite has been authorized.
- Before commencement of Framing, an actual site plan prepared by the B.C. Land Surveyor is required..
- As per Bylaw 3060, Schedule A - all fees in Schedule A will be increased by 50% for residential dwellings where the builder is not licenced by the Home Owner Protection Office.
- It is the responsibility of the General Contractor to provide a list of the Sub Contractors being used on the project and to ensure all sub-trades are in possession of a current City of Campbell River Business Licence.
-
-
- SLABS ON GROUND IN CONDITIONED SPACES (HEATED) TO BE INSULATED FOR 1.2M HORIZONTALLY AROUND PERIMETER OR, VERTICALLY AROUND PERIMETER DOWN TO FOOTINGS C/W R-12 RIDGID INSULATION AND 6 MIL POLY UNDERSLAB
- The City storm and sanitary inspection chambers are to remain plugged during construction. City personnel will remove plugs upon the scheduling of a Perimeter Drain inspection. The plugs are to be removed by City Personnel only.
- The solar conduit installed is to be permanently identified "SOLAR ONLY".
- The solar conduit is to be capped off in the attic as well as the interior of the dwelling.
- The capped solar conduit is to terminate 12 inches minimum above the blown insulation level.
- A capped floor drain will need to be installed for the future solar storage tank.
- All manufactured windows, doors and skylights must comply with the North American Fenestration Standard (NAFS) AAMA/WDMA/CSA/101/I.S.2/A440.
- To limit the probability of the entrapment of moisture inside closed building envelopes, moisture content of lumber shall be not more than 19%.

DECLARATION:

I understand the activities undertaken by or on behalf of the city pursuant to the *Building Bylaw* are for the sole purpose of providing a limited and interim spot checking function for reason of health, safety and the protection of persons and property and that the issuance of final approval does not provide a warranty of design or workmanship with respect to the building for which the permit is issued. I agree to conform to all the requirements of all bylaws in force in the City of Campbell River, and to indemnify and save harmless the City of Campbell River and it's employees from any claim or action arising out of the construction of the building, development of the site, inspection of the building plans, site or building, including one based on negligence of the City or it's employees.

EXHIBIT “D”

VICTORIA LAND TITLE OFFICE

Mar-12-2020 15:27:42.005

CA8085694

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

David Ludvigson
W7CDTF

Digitally signed by David Ludvigson W7CDTF
Date: 2020.03.11 15:35:23 -07'00'

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

McElhanney Associates Land Surveying Ltd

David N. Ludvigson, BCLS, CLS

1196 Dogwood Street

Campbell River

BC V9W 3A2

Ph: (250) 287-7799

Email: dludvigson@mcelhanney.com

File: 2222-01899-00 Strata

Document Fees: \$29.66

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: EPS6217

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT 2, DISTRICT LOT 74, SAYWARD DISTRICT, PLAN EPP95836

Related Plan Number: **EPP95836**

Strata Property Act

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan EPS6217 being a Strata plan of

____-____-____

Lot 2, District Lot 74, Sayward District, Plan EPP95836.

Complete and file only the applicable form of schedule.

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:

- X (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*.

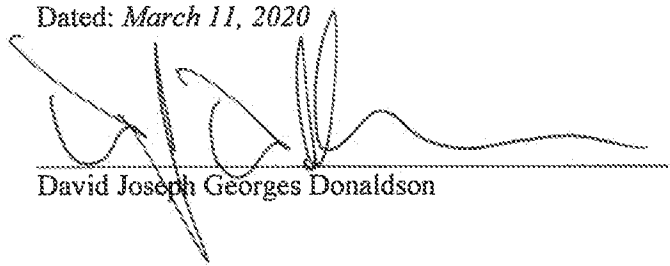
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
1	1	429.7	1	16.66
2	1	384.6	1	16.66
3	1	530.1	1	16.66
4	1	290.8	1	16.66
5	1	267.7	1	16.66
6	1	291.5	1	16.66
Total number of lots: 11			Total unit entitlement: 6	

*

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

Dated: *March 11, 2020*



David Joseph Georges Donaldson

EXHIBIT “E”

VICTORIA LAND TITLE OFFICE

Mar-12-2020 15:27:42.006

CA8085695

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

David Ludvigson
W7CDTF

Digitally signed by David Ludvigson W7CDTF
Date: 2020.03.12 09:51:36 -07'00'

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

McElhanney Associates Land Surveying Ltd

David N. Ludvigson, BCLS, CLS

1196 Dogwood Street

Campbell River

BC V9W 3A2

Ph: (250) 287-7799

Email: dludvigson@mcelhanney.com

File: 2222-01899-00 Strata

Document Fees: \$29.66

Deduct LTSA Fees? Yes

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

Form-W Schedule of Voting Rights

LTO Document Reference: EPS6217

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT 2, DISTRICT LOT 74, SAYWARD DISTRICT, PLAN EPP95836

Related Plan Number: **EPP95836**

Strata Property Act

FORM W

SCHEDULE OF VOTING RIGHTS

(sections 245(b), 247, 248, 264)

Re: Strata Plan EPS6217 being a Strata plan of

..... - Lot 2, District Lot 74, Sayward District, Plan EPP95836.

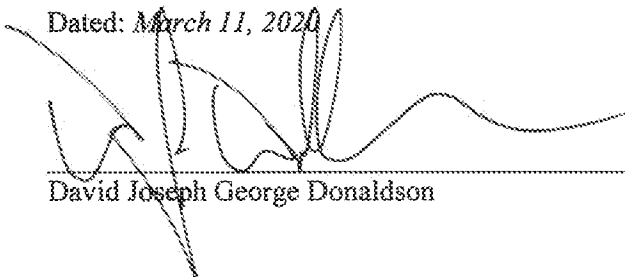
The strata plan is composed of 0 nonresidential strata lots, and 6 residential strata lots.

Strata Lot No.	Type of Strata Lot (Residential or Nonresidential)	Sheet No.	Number of Votes
1	Residential	1	1
2	Residential	1	1
3	Residential	1	1
4	Residential	1	1
5	Residential	1	1
6	Residential	1	1
Total number of strata lots: 6			Total number of votes: 6

The number of votes per strata lot is one of the following [check appropriate box], as set out in the following table.

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

Dated: March 11, 2020



David Joseph George Donaldson

EXHIBIT “F”

**SCHEDULE OF BYLAWS
690 SMITH ROAD
CAMPBELL RIVER, B.C.**

STRATA PLAN NO. EPS6217

**SCHEDULE OF BYLAWS OF THE OWNERS
STRATA PLAN No. EPS6217
(As of July 16, 2020)**

**The following Bylaws replace the Schedule of Standard Bylaws
From the *Strata Property Act*, SBC 1998, C 43(the “Act”).**

Divisions 1 – Duties of Owners, Tenants, Occupants and Visitors

1. Payment of Strata Fees

- 1.1 An Owner must pay strata fees to the Strata Corporation EPS6217 on or before the first day of the month to which the strata fees relate.
- 1.2 An owner must pay his or her share of any special levy the Strata Corporation may pass from time to time by 3/4 vote.
- 1.3 If an Owner fails to pay strata fees or a special levy when due, the Strata Corporation may charge interest at the rate of 10% per annum, compounded annually, and calculated monthly for each month that the strata fees or special levy remains outstanding.
- 1.4 On or before the first day of each fiscal year (the “Fiscal Year”), the Owner must deliver to the Strata Corporation twelve post-dated cheques, or signed debit authorizations, in the amount of that Owner’s monthly assessed strata fees for the twelve months of the upcoming Fiscal Year. Each post-dated cheque must refer to the Strata Lot number to which the cheques apply, and each post-dated cheque must be dated for the first day of the month of the upcoming Fiscal Year to which the cheque applies.
- 1.5 The Strata Corporation may charge an Owner a service fee of \$25.00, and any other banking charges that the Strata Corporation may have to pay from time to time for a dishonored cheque or a refused automated debit of that Owner.
- 1.6 An Owner who is in default of an amount owing to the Strata Corporation may not vote an annual general meeting or special general meeting, except on matters which require a unanimous vote.

2. Repair and Maintenance of Property by Owner

- 2.1 An Owner must repair and maintain that Owner’s Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under their Bylaws and the provisions of the Act.

3. Use of Property

- 3.1 An Owner, Tenant, Occupant or visitor must not use a Strata Lot, the Common Property or Common Assets in a way that:

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of the other persons to use and enjoy the Common Property, Common Assets or another Strata Lot,
- (d) is injurious to the reputation of the Strata Corporation,
- (e) is contrary to any registered charge, provincial, federal or municipal enactment or regulation, or
- (f) 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.

3.2 An Owner, Tenant, Occupant or visitor must not cause damage, other than reasonable wear and tear, to the Common Property, Common Assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these Bylaws or insure under section 149 of the Act.

3.3 An Owner must ensure that their tenants, co-occupants, agents, employees, guests, visitors, and invitees comply with the Bylaws and rules.

3.4 An Owner, Tenant, Occupant or visitor must ensure that all animals are leashed or otherwise secure when on the Common Property or on land that is a Common Asset.

4. Inform Strata Corporation

4.1 Within two weeks of becoming an Owner, and Owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

4.2 On request of the Strata Corporation, a Tenant must inform the Strata Corporation of his or her name.

5. Obtain Approval before Altering a Strata Lot

5.1 An Owner must obtain written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:

- (a) the structure of the building
- (b) the exterior of the building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;

(d) doors, windows or skylights on the exterior of a building, or that front the Common Property; or

(e) fences, railings or similar structures that enclose a patio, balcony or yard;

5.2 The Strata Corporation must not unreasonably withhold its approval under subsection 5.1, but 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, including resulting costs relating to the maintenance, repair, replacement, insurance, damage and /or liability.

5.3 The Strata Corporation may order that an Owner remove, at that Owner's sole expense, any alteration to that Owner's Strata Lot that was not approved by the Strata Corporation pursuant to subsection 5.1

6. Obtain Approval before Altering Common Property

6.1 An Owner must obtain the written approval of the Strata Corporation before making an alteration to Common Property, including limited common property, or Common Assets.

6.2 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, including resulting costs relating to the maintenance, repair, replacement, insurance, damage and /or liability.

6.3 The Strata Corporation may order that an Owner remove, at that Owner's sole expense, any alteration that Owner made to the Common Property that was not approved by the Strata Corporation pursuant to subsection 6.1

7. Permit Entry to Strata Lot

7.1 An Owner, Tenant, Occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot:

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain Common Property or Common Assets, and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under section 149 of the Act; and

- (c) at a reasonable time, on 7 days written notice to investigate a complain of a Bylaw infraction or to remedy a Bylaw contravention.

7.2 The notice referred to in subsection 1(b) or (c) must include the date and approximate time of entry, and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation

8.1 The Strata Corporation must repair and maintain all of the following:

- (a) Common Assets of the Strata Corporation; and
- (b) Common Property that has not been designated as a Limited Common Property.

8.2 Bylaw 8.1 shall not be interpreted to prevent the Strata Corporation from claiming or seeking any form of indemnification, damages, set-off or any other form of reimbursement, for the cost of repairing or maintaining any item for which the Owner or any other party may be held responsible at law

8.3 In the case of approved alterations made pursuant to subsection 5.1 or 6.1 of this Bylaw, the Strata Corporations obligations under subsection 8.1 will be subject to the terms and conditions of the alterations agreement, if any.

Division 3 – Strata Council

9. Strata Council Size and Membership

9.1 The Strata Council must have at least 3 and no more than 7 members.

9.2 An Owner may not be elected to Strata Council or continue to stand on Strata Council if the Strata Corporation may register a lien against that Owner's Strata Lot under section 116 of the Act.

10. Strata Council Member's Terms

10.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

10.2 A person whose term as council member is ending is eligible for re-election.

11. Removing Strata Council Members

- 11.1 Unless all the Owners are entitled to be 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.
- 11.2 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.
- 11.3 A Strata Council member who becomes ineligible to serve or remain on Strata Council for any reason shall be deemed to resign upon becoming ineligible to serve or remain on Strata Council.

12. Replacing Strata Council Member

- 12.1 If a Strata Council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the Strata Council may, by majority vote, appoint a replacement Strata Council member for the remainder of the term. The Strata Council may appoint a Strata Council member under this section even if the number of remaining Strata Council members results in a lack of quorum.
- 12.2 A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.
- 12.3 Before replacing a Strata Council member for being unable to act for a period of two or more months, the remaining members of the Strata Council must provide that Strata Council member with 14 days written notice of their intention to do so.
- 12.4 If all the members of the Strata Council resign or are unwilling or unable to act for a period of two 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.

13. Officers

- 13.1 At the first meeting of 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.
- 13.2 A Person may hold more than one office at a time, other than the offices of president and vice president.

- 13.3 The vice president has the powers and duties of the president
- (a) while the president is absent or unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- 13.4 If an officer other than the president is unwilling or unable to act for a period of two or more months, the Strata Council member may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling Strata Council Meetings

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

15. Requisition of council hearing

- 15.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- 15.2 If a hearing is requested under subsection 15.1, the council must hold a meeting to hear the applicant within one month of the request.
- 15.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within a week of the hearing.

16. Quorum of council

- 16.1 A quorum of the council is

- (a) 1, if the council consists of one member,
- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and
- (d) 4, if the council consists of 7 members.

17. Council meetings

- 17.1 At the option of the council, council meetings may be held by electronic means, so as long as all council members and other participants can communicate with each other.
- 17.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 17.3 Owners may attend council meetings as observers.
- 17.4 Despite subsection (3), no observers may attend those portions of council meetings that deal with 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 council's opinion, unreasonably interfere with an individual's privacy.

18. Voting at council meetings

- 18.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 18.2 Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 18.3 The results of all votes at a council meeting must be recorded in the council meeting minutes [amendment SPAA s. 51(g)].

19. Council to inform owners of minutes

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

20. Delegation of council's powers and duties

- 20.1 Subject to subsections 20.2 to 20.4, the council may delegate some or all of its powers and the duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

20.2 The council may delegate its spending powers or duties, but only by a resolution that:

- (a) Delegate the authority to make an expenditure of a specific amount for a specific purpose; and
- (b) Delegates the general authority to make expenditures in accordance with subsection 20.3.

20.3 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.

20.4 The council may not delegate its powers to determine, based on the facts of a particular case:

- (a) Whether a person has contravened a bylaw or rule;
- (b) Whether a person should be fined, and the amount of the fine; or
- (c) Whether a person should be denied access to a recreational facility.

21. Spending Restrictions

21.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

21.2 Despite subsection 21.1, a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22. Limitation on liability of council

22.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

22.2 Subsection 21.1 does not affect a council members liability, as an owner, for a judgement against the strata corporation.

Division 4- Enforcement of Bylaws and Rules

23. Maximum Fine

23.1 The strata corporation may fine an owner or tenant a maximum of:

- (a) \$200.00 for each contravention of a bylaw; and
- (b) \$50.00 for each contravention of a rule.

24. Continuing Contravention

24.1 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

25. Person to Chair Meeting

25.1 Annual and Special general meetings must be chaired by the president of the council

25.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

25.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

25.4 An Annual General Meeting or a Special General Meeting of Strata will occur on a Saturday unless special circumstances dictate otherwise.

26. Participation by other than eligible voters

26.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

26.2 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.

26.3 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by resolution passed by a majority vote at the meeting.

27. Voting

27.1 At an annual or special general meeting, voting cards must be issued to eligible voters.

27.2 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

27.3 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.

- 27.4 The outcome of each vote, including the number of votes for and against the resolution if a precise count is required, must be announced by the chair and recorded in the minutes of the meeting.
- 27.5 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.
- 27.6 Despite anything in this section, an election of council or any other vote must be held by a secret ballot, if the ballot is requested by an eligible voter.
- 27.7 Quorum for annual and special general meetings.
If a quorum for an annual or special general meeting is not achieved within 15 minutes of the start time for the meeting, the meeting is adjourned for 15 minutes. If a quorum is not achieved when the meeting is reconvened then the meeting may proceed with those present representing a quorum.

28. Order of business

- 28.1 The order of business at an annual and special general meeting 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) Received reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) Ratify any new rules made by the strata corporation under section 125 of the Act;
 - (j) Report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) Approve the budget for the coming year in accordance with section 13 of the Act, if the meeting is an annual general meeting;
 - (l) Deal with new business, including matters about which notice has been given under section 45 of the Act;
 - (m) Elect a council, if the meeting is an annual general meeting;
 - (n) Terminate the meeting.

29. Voluntary dispute resolution

- 29.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) All the parties to the dispute consent, and
 - (b) The dispute involves the Act, the regulations, the bylaws or the rules.
- 29.2 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.
- 29.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.
- 29.4 The strata council may commence a proceeding under the Small claims Act against an owner or other person to collect money owing to the Strata Corporation including money owing as a fine without the necessity of obtaining the authorization of the owners by way of a $\frac{3}{4}$ vote obtained at an AGM or SGM as spelled out in section 171(4) of the Strata Property Act.

Division 7 – Balance Remaining of Bylaw Filing S57131

- 30.** In order to maintain a high standard of quality and cleanliness within strata Plan VIS, the council may inform an owner that his or her strata lot does not, in the opinion of the council, conform to the standard of quality and cleanliness expected by the strata corporation and request improvements or repairs to ensure that the applicable strata lot conforms to the standards of quality and cleanliness for the property within strata plan VIS.
- 30.1 No person shall set off or otherwise use any fireworks within strata plan.
- 30.2 Where any antenna or external attachment shall have been erected or placed upon any building or Strata Lot within Strata Plan subsequent to the passage of this Bylaw, the Strata Council may Order its removal.
- 30.3 No person shall operate a vehicle, being a motor vehicle, snow mobile or snow cat, within Strata Plan, during the period of the operation of the Mt. Washington Ski Resort Ltd. ski facilities, without having obtained from the Strata Council prior written authority to do so.
- 30.4 No person shall operate any telephone or telecommunication system or network, or facility within Strata Plan, without having obtained from the Strata Council prior written authority to do so.
- 30.5 No person shall erect any sign within common property of Strata Plan, without having obtained from the Strata Council, prior written authority to do so.
- 30.6 No person shall make any external modification, alteration, to any building within Strata Plan without having obtained from the Strata Council prior written authority to do so.
- 30.7 No person shall cut, or cause to be cut, any tree within strata Plan without having obtained prior written authority from the Strata Council to do so.
- 30.8 Where the Strata Council shall undertake any work necessary for the enforcement or compliance with these Bylaws, the reasonable cost of such work shall be payable by the owner of the Strata Lot in respect of which such work has been undertaken, forthwith upon demand, and failing payment of such costs, the same shall be added to and form part of the assessment due to the Strata Council for the said Strata Lot.

- 30.9 The term Strata Council shall mean the Strata Council of the Strata Corporation of Strata Plan and shall include all agents and employees of the Strata Council of the Strata Corporation of Strata Plan.
- 30.10 Should any portion of this Bylaw be deemed unenforceable by any Court or competent jurisdiction, then for the purposes of interpretation and enforcement of the Bylaw, each subparagraph hereof shall be deemed a separate provision and severable and the balance of the provisions contained herein shall remain in full force and effect.

End of Document

EXHIBIT “G”

690 SMITH ROAD
INTERIM ANNUAL BUDGET

Income

Strata Fees \$ 7,986.30

Total Income

Estimated Operating Expenses

Garbage/Recycling \$ 2,430.00

Repairs & Maintenance \$ 500.00

Insurance \$ 4,971.00

Legal & Accounting \$ 200.00

Water Fees dependent upon usage

Total Estimated Operating Expenses \$ 7,606.00

Contingency Reserve Fund

5% of Operating Expenses \$ 380.30

Total Expenses \$ 7,986.30

690 SMITH ROAD
Strata Fees
Proposed Strata Fees Allocated

Unit #	Strata Lot	Unit Entitlement	Budget Allocated	Monthly Fee
1	1	16.7%	\$1,331.05	\$110.92
2	2	16.7%	\$1,331.05	\$110.92
3	3	16.7%	\$1,331.05	\$110.92
4	4	16.7%	\$1,331.05	\$110.92
5	5	16.7%	\$1,331.05	\$110.92
6	6	16.7%	\$1,331.05	\$110.92

EXHIBIT “H”

VICTORIA LAND TITLE OFFICE

Mar-12-2020 15:27:42.014

CA8085705 CA8085706

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 7 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the Land Title Act, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Kevin Simonett
3VCGWB
Digitally signed by Kevin Simonett
3VCGWB
DN: c=CA, ou=Kevin Simonett
3VCGWB, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=3VCGWB
Date: 2020.03.12 15:01:35 -0700'

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

103-300 St. Ann's Road
Campbell River BC V9W 4C6
Document Fees: \$148.32

File: 2033 Donaldson
Phone: 250-914-0458

Deduct LTSA Fees? Yes [checked]

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

001-200-666 LOT 2 DISTRICT LOT 74 AND 1394 SAYWARD DISTRICT PLAN 30944
EXCEPT: PLANS VIP84725 AND EPP1570

STC? YES [checkbox]

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) [checkbox] Filed Standard Charge Terms D.F. No. (b) [checked] Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
DAVID JOSEPH GEORGES DONALDSON AND CRG MORTGAGE INVESTMENT CORPORATION (BC0412072) [AS TO PRIORITY ONLY].

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
CITY OF CAMPBELL RIVER
301 ST. ANN'S ROAD
CAMPBELL RIVER BRITISH COLUMBIA
V9W 4C7 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)
Kevin Simonett
Barrister & Solicitor
103 - 300 St. Ann's Road
Campbell River, BC V9W 4C6

Table with 3 columns: Y, M, D. Values: 20, 03, 11. Title: Execution Date

Transferor(s) Signature(s)
David Joseph Georges Donaldson

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Janet Lea Povey

Commissioner for Taking Affidavits in British Columbia

Expires Oct. 31, 2021

Legal Assistant to G. E. (Ted) Beaubier
(Beaubier Law)

Barrister and Solicitor

#7 - 4180 Island Highway North

Nanaimo, BC V9T 1W6

Y	M	D
20	02	07

CRG MORTGAGE INVESTMENT CORPORATION by its authorized signatory(ies):

Name: Walter David Curry

Name:

Lynsey Daur

Commissioner for Taking Affidavits in British Columbia

Land Technician

City of Campbell River

301 St. Ann's Road

Campbell River, BC V9W 4C7

Expiry April 30, 2022

(as to both signatures)

20	02	26
----	----	----

CITY OF CAMPBELL RIVER, by its authorized signatories:

Name: Andy Adams, Mayor

Name: Elle Brovold, Clerk

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.

FORM_E_V25

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 7 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 Covenant.

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Granting Section 219 Covenant herein priority over Mortgage CA7647179 and assignment of rents CA7647180.

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2

SECTION 219 COVENANT

THIS AGREEMENT dated for reference the 21st day of November, 2019.

BETWEEN:

DAVID JOSEPH GEORGES DONALDSON
103-300 St. Ann's Road
Campbell River, BC V9W 4C6

(the "Grantor")

AND:

CITY OF CAMPBELL RIVER, a Municipal Corporation
301 St. Ann's Road
Campbell River, BC V9W 4C7

(the "City")

WHEREAS:

- A. The Grantor is the registered owner of ALL AND SINGULAR those parcels of land in the City of Campbell River in the Province of British Columbia legally described in Item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "Lands");
- B. Section 219 of the *Land Title Act* of British Columbia permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or specified amenity on the land;
- C. The Grantor is the sole owner and director of DADS HOMES AND GENERAL CONTRACTING (Inc. No. BC0754048)
- D. The Developer is proposing to develop a seventeen-unit bareland strata multi-family development on the Lands;
- E. The Developer made an application to the City for approval of a Development Permit in accordance with City of Campbell River's *Official Community Plan Bylaw No.3475, 2012*; and

- F. As a condition of the City granting the Development Permit, the Grantor has agreed to the registration of a covenant under Section 219 of the *Land Title Act* of British Columbia against title to the Lands on the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants herein contained and the sum of one dollar paid by the City to the Grantor, the receipt and sufficiency of which the Grantor acknowledges, the Grantor and the City agree, pursuant to section 219 of the *Land Title Act* as follows:

1. The Grantor covenants and agrees with the City that no garages of any of the seventeen multi-family dwelling units developed on the Lands will be converted into habitable space, in order to maintain the minimum parking requirements of two parking spaces per dwelling unit, as outlined by the City of Campbell River's *Zoning Bylaw No. 3250, 2006*.
2. The Building Inspector for the City or a person authorized by him or her is authorized to enter the Lands at any time to ascertain whether the terms of this Agreement have been and continue to be complied with.
3. This Agreement shall restrict use of the Lands in the manner provided herein despite any right or permission to the contrary contained in any bylaw or permit of the City.
4. The Grantor releases the City and shall indemnify and save harmless the City and its councillors, officers, employees and agents from any claim of any nature by the Grantor or any other person that may be made against the City or its councillors, officers, employees or agents arising out of or in any way related to the granting or existence of this Agreement or any breach of this Agreement.
5. The Grantor shall, at the Grantor's expense, do or cause to be done all acts reasonably necessary to register this Agreement against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending registration at the time of application for registration of this Agreement against title to the Lands.
6. Every obligation and covenant of the Grantor in this Agreement constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with them and binds the successors in title to the Lands until discharged by an instrument in writing duly executed by the City and filed at the Victoria Land Title Office. This Agreement burdens and charges all of the Lands and any parcel into which the Lands are subdivided by any means and any parcel into which the Lands are consolidated (including by removal of interior parcel boundaries) and shall be extended, at the Grantor's cost, to burden and charge any land consolidated with the Lands.
7. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a

breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

8. This Agreement does not:
- (a) affect or limit the discretion, rights or powers of the City under any enactment (as defined in the *Interpretation Act* (British Columbia) on the reference date of this Agreement) or at common law, including in relation to the use or subdivision of the Lands;
 - (b) affect or limit any enactment relating to the use or subdivision of the Lands, or
 - (c) relieve the Grantor from complying with any enactment, including in relation to the use or subdivision of the Lands, and without limitation shall not confer directly or indirectly any exemption or right of set-off from development cost charges, connection charges, application fees, user fees or other rates, levies and charges payable under any bylaw of the City,

and the Grantor covenants and agrees to comply with all such enactments with respect to the Lands.

9. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
11. Nothing in this Agreement shall affect or restrict the City in the exercise of any of its statutory powers, nor does the granting or registration of this Agreement commit the City to the adoption of any bylaw or resolution.
12. The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on Forms C and D to which this Agreement is attached and which form part of this Agreement.

PRIORITY AGREEMENT

WHEREAS CRG Mortgage Investment Corporation (Inc. No. BC0412072) (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents (the "Charges") encumbering the lands (the "Lands") described in item 2 of the *Land Title Act* Form C attached hereto, which were registered in the Victoria Land Title Office under number CA7647179 and CA7647180, respectively.

The Chargeholder, in consideration of the premises and the sum of One Dollar (\$1.00) now paid to the Chargeholder by the Transferee, hereby approves of, joins in and consents to the granting of the within Agreement and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Charges in the same manner and to the same effect as if it had been dated and registered prior to the Charges.

IN WITNESS WHEREOF the Chargeholder has executed this Agreement on Form D to which this Agreement is attached and which forms part of this Agreement.

EXHIBIT “I”



Lewkovich Engineering Associates Ltd.
geotechnical • health, safety & environmental • materials testing

David Donaldson
681 Homewood Road,
Campbell River, BC
V9W3N6

File No. G5094.03
Date: September 27, 2018

Attention: Mr. David Donaldson

**PROJECT: 681 HOMEWOOD ROAD, CAMPBELL RIVER, BC
LOT 2, DL 74 & 1394, SAYWARD DISTRICT, PLAN 30944**

**SUBJECT: GEOTECHNICAL SLOPE ASSESSMENT,
PROPOSED STRATA DEVELOPMENT**

REFERENCE: LGE REPORT G5094.01, DATED MARCH 26, 2007

Dear Mr. Donaldson:

1. INTRODUCTION

As requested, Lewkovich Engineering Associates Ltd. (LEA) has carried out a geotechnical assessment of the above referenced property. This report provides a summary of our findings and recommendations. In addition the McElhanney grading plan '221-49090' was reviewed for concerns.

2. BACKGROUND

- a. LEA understands the proposed development consists of several single-family type residential buildings along with the the installation of associated civil works and services, including paved roads extending from the site ingress along Homewood Road to the northern, eastern and southern limits of the development. A second access is also proposed from Smith Road, to access the eastern portion of the site.
- b. It is understood the new construction will be of conventional construction methods, consisting of wood-framing, supported by cast-in-place concrete foundations.

3. ASSESSMENT OBJECTIVES

Our assessment, as summarized within this report, is intended to meet the following objectives:



- i. Determine whether the land is considered safe for the use intended (defined for the purposes of this report as a residential strata development), with the probability of a geotechnical failure resulting in property damage of less than 10 percent (10%) in 50 years, with the exception of geohazards due to a seismic event which are to be based on a 2 percent (2%) probability of exceedance in 50 years, provided the recommendations in this report are followed.
- ii. Identify any geotechnical deficiency that might impact the design and construction of the development, and prescribe the geotechnical works and any changes in the standards of the design and construction of the development that are required to ensure the land, buildings, and works and services are developed and maintained safely for the use intended.
- iii. Acknowledge that Approving and/or Building Inspection Officer may rely on this report when making a decision on applications for the development of the land.

4. ASSESSMENT METHODOLOGY

- a. A site-specific geotechnical hazard assessment was conducted. This included a field site assessment to review the current site conditions, along with a desktop review of the local bedrock and surficial geology maps, terrain analysis and air photo interpretation of the subject property and associated slopes. Site visits were conducted on February 26, 2007 and August 9, 2017.
- b. This assessment also referenced EGBC "Guidelines for Legislated Landslide Assessments for Proposed Residential Developments in British Columbia". (See appended Appendix D "Landslide Assessment Assurance Statement").

5. SITE CONDITIONS

5.1 General

The entrance to the property is located on Homewood Road. It is immediately bound by

commercial property along the northern and eastern limits. The rest of the property is bound by other residential properties.

5.2 Terrain

- a. In general, the property is considered moderately sloping (6°) on the upper “plateau” area, with steep slopes (up to approximately 33°) dipping towards west and lower flatter lands from the center to western property limits. The elevation of the slope crest located along the property line between the proposed development and existing parkland ranges from 38 to 40m geodetic, and slopes down towards the toe of the slope to elevations ranging from 25 to 27m geodetic, for an average slope height of about 11m. The subject slope showed no evidence of surficial movement (ravelling, slipping or overturning).
- b. The upper portion of the property is currently undeveloped. The lower level is currently occupied by a modular home. The site is partially landscaped with grass and partially treed with native trees such as maples, Douglas fir, and cedars.

5.3 Subsurface Conditions

- a. An intrusive (drilling and/or test pitting) subsurface investigation was not included as part of this hazard assessment. Visual inspection of the site allowed for observations of minor soil exposures within the defined embankment. Based on our observations, the surficial soils within the property are dominated by quaternary deposits of glaciofluvial silty sand. This formation consists of silty, sand and gravels. The soil appears to make up the full height of the slope.
- b. No bedrock exposures were noted on site.

5.4 Groundwater

- a. There was no groundwater seepage or ponded water encountered during the assessment.
- b. Groundwater levels are expected to be minimal due to the porous nature of the sand. Most likely any on-site water will be surficial flow. Flow volumes will vary seasonally, with heavier

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Project: Strata Development. 681 Homewood Road, Campbell River, BC
File No. G5094.03
Date: September 27, 2018
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flows during the winter and early spring months.

6. CONCLUSIONS AND RECOMMENDATIONS

6.1 General

From a geotechnical perspective, the land is considered safe for the intended purpose of a residential strata development, with the probability of a geotechnical failure resulting in property damage of less than 10 percent (10%) in 50 years, with the exception of geohazards due to a seismic event which are to be based on a 2 percent (2%) probability of exceedance in 50 years, provided the recommendations in this report are followed.

6.2 Removal of Unsuitable Materials and General Excavation Recommendations

- a. Prior to construction, all unsuitable materials should be removed to provide a suitable base of support. Unsuitable materials include any non-mineral material such as vegetation, topsoil, peat, fill or other materials containing organic matter, as well as any soft, loose, or disturbed soils.
- b. Other fills and/or debris may also be encountered from neighbourhood dumping which would need to be removed prior to the installation of structural fills.
- c. Ground water ingressing into any excavations should be controlled with a perimeter ditch located just outside of the building areas, connected to positive drainage.
- d. The Geotechnical Engineer is to confirm the removal of unsuitable materials and approve the exposed competent inorganic subgrade.

6.3 Structural Fill

- a. Where fill is required to raise areas that will support buildings, slabs, or pavements, structural fill should be used. The Geotechnical Engineer should first approve the exposed subgrade in fill areas, to confirm the removal of all unsuitable materials. The thickness and type of structural fill should be consistent in all areas below the footing elevation to minimize

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differential settlements.

- b. Structural fill should be inorganic sand and gravel. If structural fill placement is to be carried out in the wet season, material with a fines content limited to 5% passing the 75 μ m sieve should be used, as such a material will not be overly sensitive to moisture, allowing compaction during rainy periods of weather.
- c. Structural fill may also consist of blasted or crushed rock materials, provided the material is well-graded. The use of any blasted or crushed rock materials is subject to the review and approval of the Geotechnical Engineer prior to placement as a fill material. Maximum particle size shall not exceed 300mm in diameter if used in areas of structural support.
- d. Structural fill should be compacted to a minimum of 95% of the corresponding Modified Proctor maximum dry density (ASTM D1557) in foundation and floor slab areas, as well as in paved roadway and parking areas.
- e. Structural fills under foundations should include the zone defined by a plane extending down and outward a minimum 0.5m from the outer edge of the foundation at an angle of 45 degrees from horizontal to ensure adequate subjacent support.
- f. Compaction of fill should include moisture conditioning as needed to bring the soils to the optimum moisture content and compacted using vibratory compaction equipment in lift thickness appropriate for the size and type of compaction equipment used.
- g. A general guideline for maximum lift thickness is no more than 100mm for light hand equipment such as a 'jumping-jack,' 150mm for a small roller and 300mm for a large roller or heavy (>500 kg) vibratory plate compactor or a backhoe mounted hoe-pac or a large excavator mounted hoe-pac, as measured loose.
- h. It should be emphasized that the long-term performance of buildings, slabs, and pavements is highly dependent on the correct placement and compaction of underlying structural fills. Consequently, we recommend that structural fills be observed and approved by the Geotechnical Engineer. This would include approval of the proposed fill materials and

following a suitable program of compaction testing during construction.

6.4 Slope Setbacks

- a. The subject property has an established slope dipping towards the west half of the property. This slope includes inclinations ranging from approximately 15° to 33°, with an overall slope inclination of approximately 24°. Visual observations and a review of the natural soil geology in the sloping area indicates that the slope will likely be made up of glaciofluvial and glacial till sand deposits.
- b. The slope is considered to be in a stable condition with very little continued erosion due in part to the relatively shallow slope, the nature of the dense sand in the area, established vegetation, and the general topography of the surrounding areas.
- c. There were no visual signs of potential global (full slope height) instability (i.e. tension cracks, toe heave, or ponded water) observed on the subject property. Therefore, slope movement would likely be confined to minor spalling of localized area of the slope surficial sloughing and/or erosion of non-vegetated localized areas steeper than 45° (anthropogenic excavations).
- d. Detailed slope stability analysis is generally required when development encroaches on glacial till or dense sand slopes steeper than 27 degrees (2H:1V slope), or at the bottom of a slope where rock fall hazards exist. Building behind dense sand slopes less than 27 degrees is generally considered safe practice due to the fact that (excluding circumstances where indicators of global instability or daylighting discontinuities are present) the internal angle of friction of the dense sand is on average 37 degrees. Because the overall slope is about 24°, and there is no evidence of deep instability, no detailed stability analysis is required.
- e. Based on the conditions observed during the February 26, 2007 and August 9, 2017 site visits, the foundations for the proposed single family residences should be set back a minimum of 7.5 m from the top of slope. The following discussions and recommendations apply to these setbacks.

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-
- f. The soil removed from the toe of the slope should be replaced. The soil should be replaced in 0.3m thick lifts compacted to 95% of its corresponding maximum Modified Proctor Density at Optimum Moisture.
 - g. The slope exhibited no evidence of surficial, downslope movement (e.g. bent/leaning trees, failure scarp and debris). If any signs of movement are noted in the future, the undersigned should be contacted. The slope is protected from erosion by a well developed layer of vegetation. Minor sloughing and surficial creep on the slope may occur, and could result in gradual retrogression of the slope crest. This action may be observed over time and corrected with slope protection measures if the need arises.
 - h. Sundecks and ancillary structures (such as gazebos) may be located within the setback area. However, these structures should not be structurally attached to the residence. Note that any structure or feature within the setback area could be adversely impacted through the eventual retrogression of the slope crest described above.
 - i. Drainage (roof and perimeter) from the residence should not be discharged directly onto the slope. A solid pipe should be used to transport the storm and ground water to the base of the slope where it then may be discharged, either to a suitable non-erodible outfall or rock pit. Rock pits should not be constructed within 20m of the top of slope.
 - j. It is anticipated that the foundations for the proposed residence will be founded on a subgrade of stiff/hard, sandy silt or silty sand (likely glacial till). If organic or predominately fine grained (silt/clay) soils are encountered at foundation subgrade elevation during construction, the Geotechnical Engineer should be notified immediately, so recommendations for achieving adequate bearing can be provided.
 - k. During construction, no debris or soil is to be pushed and/or dumped onto the slope surface. Similarly, no placement of fill is to take place within the setback zone. After construction, no yard waste or related debris is to be dumped onto the slope surface. Select removal and topping of trees on the slope is permissible. The slope is not to be clear cut and/or stripped of vegetation. The plans of the proposed construction and footing excavation should be reviewed by the undersigned in order to check for geotechnical concerns.

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- l. For residences built at the toe of the slope, the rear foundation wall should be high enough to allow surface grading to direct surface water away from the building at least 3m then to a suitable location. A Structural Engineer will be required to design the foundation wall to resist soil pressure against the foundation and to control movement of the soils on the slope.
- m. Final landscaping cuts into the hill should not exceed 1.2m vertical height or create an overall slope steeper than 2H:1V across a minimum distance of 2.4m. The previously noted slope protection measures as outlined in Paragraphs 6.4.f, 6.4.h, 6.4.i, 6.4.j & 6.4.k should be followed. The plans of the proposed construction and footing excavation should be reviewed by the undersigned in order to check for geotechnical concerns. The grading plan appears to meet these requirements in general.

6.5 Foundation Design & Construction

- a. Prior to construction, the building area should be stripped to remove all unsuitable materials to provide an undisturbed natural soil subgrade for the footing support.
- b. Foundations should be supported on competent undisturbed soil, or structural fill approved for use as a bearing stratum by our office, and may be designed using a bearing capacity of 150 kPa. Where footings bear on glacial till, and a higher bearing capacity is desired, a site specific bearing value may be provided by the Geotechnical Engineer after a field review of the specific areas requiring higher bearing values.
- c. Exterior footings should be provided with a minimum 0.45 m depth of ground cover for frost protection purposes. Footings on the slope areas should be provided with at least 0.6m depth of ground cover and follow the Recommendation 6.4.l.
- d. Prior to placement of concrete footings, any bearing soils that have been softened, loosened, or otherwise disturbed during the course of construction should be removed, or else compacted following our recommendations for structural fill. Compaction will only be feasible if the soil has suitable moisture content and if there is access to heavy compaction equipment. If no structural fill is placed, a smooth-bladed clean up bucket should be used to

finish the excavation.

- e. The Geotechnical Engineer should evaluate the bearing soils at the time of construction to confirm that footings are based on appropriate and properly prepared founding material.

6.6 Lateral Earth Pressures

- a. We understand that the eastern foundation walls of units 7 through 11 will be utilized as retaining walls. Based on the grading plan, the required height of retention at the east faces of the building will range from approximately 1 meter to 2.9 meters. Below are typical lateral earth pressures for conventional pour-in-place concrete retaining walls. If other types of retaining wall structures are being considered, please contact our office for additional design information.
- b. Lateral earth pressure coefficients (K) for the design of the foundation walls are outlined in the Table 1. It is assumed that there will be no additional surcharge on the slope. A back-slope of 25 degrees has been used in these calculations because of geometric limitations inherent to the equations. It should be noted that the methods employed are estimates and further analysis may be required after dimensions of the proposed structure have been determined.
- c. An average soil friction angle of 36 degrees has been used to calculate the lateral earth pressure coefficients. It is assumed that retained soils are well compacted, cohesionless sands and gravels, with a unit weight of 21 kN/m^3 .
- d. The Mononobe-Okabe (M-O) Method has been used to calculate the active seismic lateral earth pressure coefficients. The static active lateral earth pressure has been calculated using Coulomb's theory. The results for the passive earth pressures have been calculated using Rankine theory.
- e. The seismic thrust coefficient provides a value that combines both dynamic and static forces.



- f. The total thrust for the static case acts through a point that is approximately H/3 above the toe of the wall. The dynamic component of the seismic thrust acts through a point at approximately 0.6H above the toe of the wall.

Table 1 Lateral Earth Pressure Coefficients (ULS)

Lateral Earth Pressure Condition	Earth Pressure Coefficient (K)	
Static Passive	K_p	2.39
Static Active	K_A	0.34
Seismic Active	K_{AE}	0.63

The total thrust resulting from lateral earth pressures under each of the conditions outlined in Table 1 may be calculated using the following relationship:

$$P = 0.5 K \gamma H^2$$

Where: P = total thrust (kN/m length of wall)

K = Earth Pressure Coefficient

γ = Soil Unit Weight (kN/m³)

H = Height of Wall (m)

6.7 Landslip

- a. Based on the current City of Campbell River Official City Map, the site is classified as a Steep Slope Area. Available topographic information indicates that the proposed development is underlain by an established slope dipping towards the west half of the property. This slope includes inclinations ranging from approximately 15° to 33°, with an

Client: David Donaldson
Project: Strata Development. 681 Homewood Road, Campbell River, BC
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average slope of 24°. The subsurface construct (dense sand) of the slope shows no evidence of instability. We (LEA) conclude that the existing dense sand slopes within the property are considered stable if the conditions of this report are met.

- b. The topography and soils conditions found at the subject site indicate any minor risk of a landslide hazard to proposed structures, as defined by the EGBC Guidelines. The risk may be managed by following the recommendations of this report. See Landslide Assessment Assurance Statement (see attached Appendix D).

6.8 Seismic Issues

- a. No compressible or liquefiable soils were identified during the site investigation.
- b. Based on the 2012 British Columbia Building Code, Division B, Part 4, Table 4.1.8.4.A, 'Site Classification for Seismic Site Response,' the subsurface conditions encountered during the site assessment would be classified as 'Site Class C' (Dense Soil and Soft Rock).

6.9 Permanent Foundation Drainage

Conventional requirements of the 2012 British Columbia Building Code pertaining to building drainage are considered suitable at this site. Once final plans and tentative elevations are determined, the Geotechnical Engineer should be consulted to provide further drainage data.

Client: David Donaldson
Project: Strata Development. 681 Homewood Road, Campbell River, BC
File No. G5094.03
Date: September 27, 2018
Page: 12 of 13



7. GEOTECHNICAL ASSURANCE AND QUALITY ASSURANCE

The 2012 British Columbia Building Code requires that a geotechnical engineer be retained to provide Geotechnical Assurance services for construction of this nature. Geotechnical Assurance services include review of the geotechnical components of the plans and supporting documents, and responsibility for field reviews of these components during construction.

8. ACKNOWLEDGEMENTS

Lewkowich Engineering Associates Ltd. acknowledges that this report may be requested by the building inspector (or equivalent) of the City of Campbell River as a precondition to the issuance of a building permit. It is acknowledged that the Approving Officers and Building Officials may rely on this report when making a decision on application for development of the land. We acknowledge that this report has been prepared solely for, and at the expense of the City of Campbell River at the request of Mr. David Donaldson.

9. LIMITATIONS

The conclusions and recommendations submitted in this report are based upon the data obtained during our field assessment and desktop of review of the aforementioned material. The recommendations given are based on the field conditions encountered during our field assessment, desktop analysis and assumed use of current construction techniques, and generally accepted engineering practices. No other warrantee, expressed or implied, is made. Due to the geological variability of many soil and rock formations unanticipated conditions may become known during construction or other information pertinent to the structures become available, the recommendations may be altered or modified in writing by the undersigned.

Client: David Donaldson
Project: Strata Development. 681 Homewood Road, Campbell River, BC
File No. G5094.03
Date: September 27, 2018
Page: 13 of 13



10. CLOSURE

Lewkowich Engineering Associates Ltd. appreciates the opportunity to be of service on this project. If you have any comments, or additional requirements at this time, please contact us at your convenience.

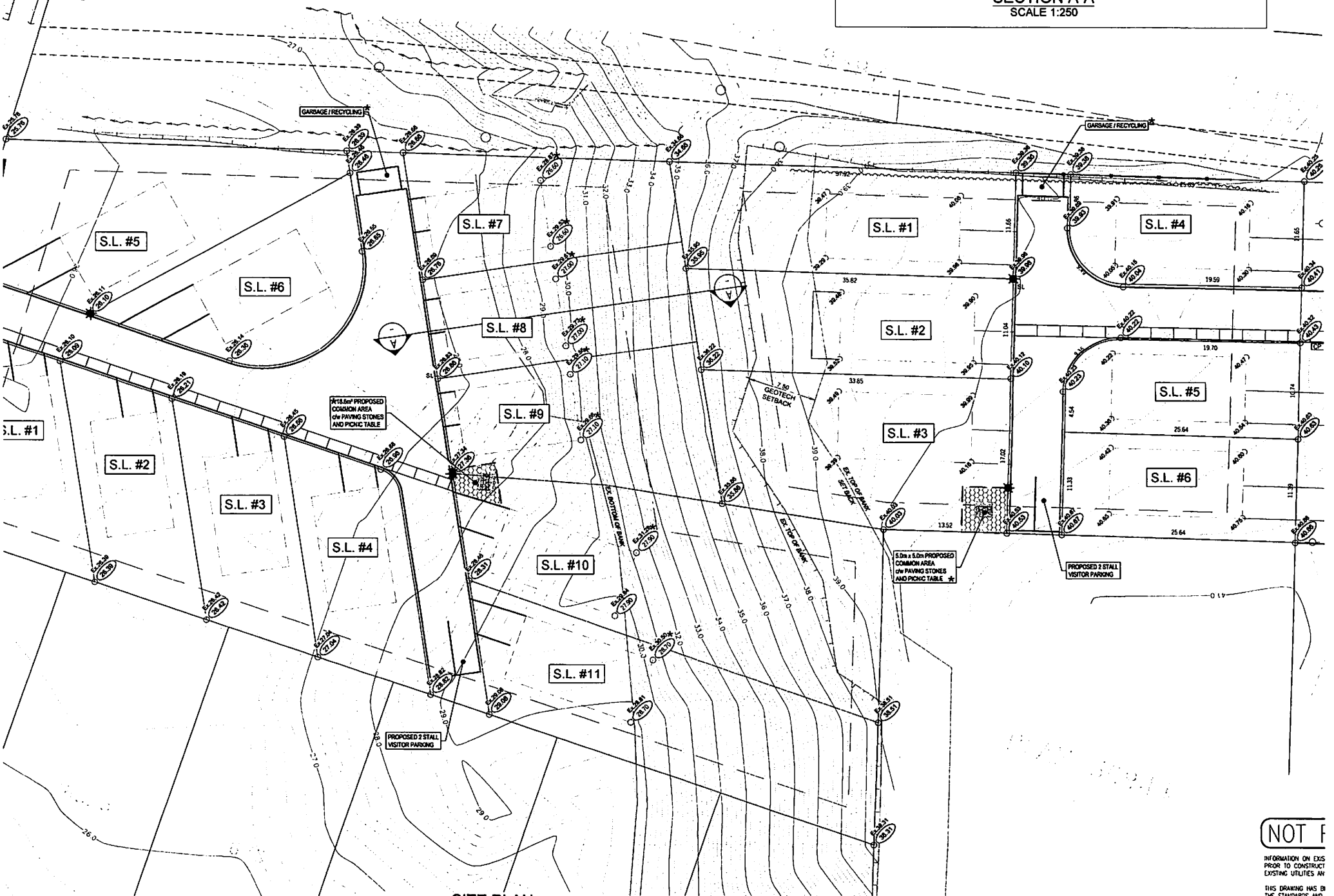
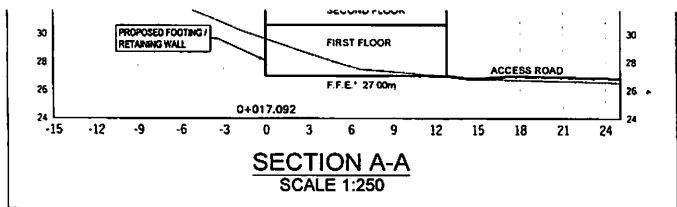
Respectfully Submitted,
Lewkowich Engineering Associates Ltd.

A handwritten signature in black ink is written over a circular professional seal. The seal contains the text: 'PROFESSIONAL ENGINEER', 'PROVINCE OF BRITISH COLUMBIA', 'D. G. CLARK', and '00208'. The signature is a cursive-style name that appears to be 'D. G. Clark'.

Darron G. Clark., P.Eng.
Senior Geotechnical Engineer

Attachments: McElhanney Grading Plan, Air photo, Appendix D

* SEE LANDSCAPE DRAWINGS FOR DETAILS



NOT F
INFORMATION ON EXIS
PRIOR TO CONSTRUCT
EXISTING UTILITIES AN
THIS DRAWING HAS BE
THE CONTRACTOR AND



SUBJECT PROPERTY

Homewood Rd

Smith Rd

Otter Rd

© 2017 Google

Image © 2017 DigitalGlobe

Goog

Imagery Date: 8.10.2016 lat 50.019249° lon -125.255019° elev 98 ft

2016 AIRPHOTO
681 HOMEWOOD ROAD, CAMPBELL RIVER, BC
LEA FILE: G5094 DWN: DGC

35

APPENDIX D: LANDSLIDE ASSESSMENT ASSURANCE STATEMENT

Note: This Statement is to be read and completed in conjunction with the *APEGBC Guidelines for Legislated Landslide Assessments for Proposed Residential Development in British Columbia, 2006 ("APEGBC Guidelines")* and is to be provided for *landslide assessments* for the purposes of the *Land Title Act*, *Community Charter* or the *Local Government Act*. Italicized words are defined in the *APEGBC Guidelines*.

To: The *Approving Authority*
City of Campbell River

Date: September 7, 2017

301 St. Ann's Rd. Campbell River, BC V9W 4C7

Jurisdiction and address

With reference to (check one):

- Land Title Act (Section 86) – Subdivision Approval
- Local Government Act* (Sections 919.1 and 920) – Development Permit
- Community Charter (Section 56) – Building Permit
- Local Government Act* (Section 910) – Flood Plain Bylaw Variance
- Local Government Act* (Section 910) – Flood Plain Bylaw Exemption

For the Property: LOT 2, DL 74 & 1394, SAYWARD DISTRICT, PLAN 30944;
681 HOMEWOOD ROAD, CAMPBELL RIVER, BC

Legal description and civic address of the Property

The undersigned hereby gives assurance that he/she is a *Qualified Professional* and is a *Professional Engineer* or *Professional Geoscientist*.

I have signed, sealed and dated, and thereby certified, the attached *landslide assessment* report on the Property in accordance with the *APEGBC Guidelines*. That report must be read in conjunction with this Statement. In preparing that report I have:

Check to the left of applicable items

- 1. Collected and reviewed appropriate background information
- 2. Reviewed the proposed *residential development* on the Property
- 3. Conducted field work on and, if required, beyond the Property
- 4. Reported on the results of the field work on and, if required, beyond the Property
- 5. Considered any changed conditions on and, if required, beyond the Property
- 6. For a *landslide hazard analysis* or *landslide risk analysis* I have:
 - 6.1 reviewed and characterized, if appropriate, any *landslide* that may affect the Property
 - 6.2 estimated the *landslide hazard*
 - 6.3 identified existing and anticipated future *elements at risk* on and, if required, beyond the Property
 - 6.4 estimated the potential *consequences* to those *elements at risk*
- 7. Where the *Approving Authority* has adopted a *level of landslide safety* I have:
 - 7.1 compared the *level of landslide safety* adopted by the *Approving Authority* with the findings of my investigation
 - 7.2 made a finding on the *level of landslide safety* on the Property based on the comparison
 - 7.3 made recommendations to reduce *landslide hazards* and/or *landslide risks*
- 8. Where the *Approving Authority* has not adopted a *level of landslide safety* I have:
 - 8.1 described the method of *landslide hazard analysis* or *landslide risk analysis* used

- 8.2 referred to an appropriate and identified provincial, national or international guideline for *level of landslide safety*
- 8.3 compared this guideline with the findings of my investigation
- 8.4 made a finding on the *level of landslide safety* on the Property based on the comparison
- 8.5 made recommendations to reduce *landslide hazards and/or landslide risks*
- 9. Reported on the requirements for future inspections of the Property and recommended who should conduct those inspections.

Based on my comparison between

Check one

- the findings from the investigation and the adopted *level of landslide safety* (item 7.2 above)
- the appropriate and identified provincial, national or international guideline for *level of landslide safety* (item 8.4 above)

I hereby give my assurance that

Check one

- for subdivision approval, as required by the Land Title Act (Section 86), "that the land may be used safely for the use intended"

Check one

- with one or more recommended registered *covenants*.
- without any registered *covenant*.
- for a development permit, as required by the *Local Government Act* (Sections 919.1 and 920), my report will "assist the *local government* in determining what conditions or requirements under [Section 920] subsection (7.1) it will impose in the permit"
- for a building permit, as required by the Community Charter (Section 56), "the land may be used safely for the use intended"

Check one

- with one or more recommended registered *covenants*.
- without any registered *covenant*.
- for flood plain bylaw variance, as required by the "Flood Hazard Area Land Use Management Guidelines" associated with the *Local Government Act* (Section 910), "the development may occur safely."
- for flood plain bylaw exemption, as required by the *Local Government Act* (Section 910), "the land may be used safely for the use intended."

Darron G. Clark, P.Eng.

Name (print)

Signature

Address

Phone

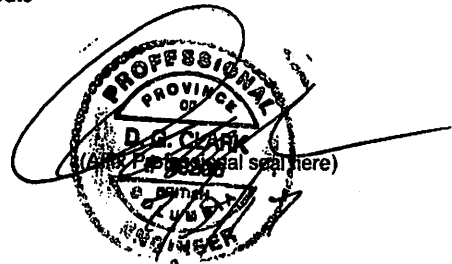
Suite 2E, 2569 Kenworth Road

Nanaimo, BC V9T 3M4

250-756-0355

September 7, 2017

Date



If the *Qualified Professional* is a member of a firm, complete the following.

I am a member of the firm Lewkowich Engineering Associates Ltd.
and I sign this letter on behalf of the firm. (Print name of firm)

Energy & Emissions Development Permit Guidelines (Revision 2)

681 Homewood Road Rd, Campbell River, BC

(from the City of Campbell River's 2012 SOCP, Part V, Schedule B, Section 4)

Guideline (from SOCP)	Response
Passive Solar Design	
1. Consider penetration of sunlight in winter and shading of sun in summer (passive cooling/solar heating) in the design of landscape and buildings.	<i>Eleven of the proposed buildings (Units 1 through 6, 9 & 11 on the lower strata as well as Units 3, 4 and 6 on the upper strata) have partial South exposures that will help facilitate solar heating in winter without excessive heating effects in summer.</i>
2. Ensure that new development to the degree possible, does not entirely block views and solar access of existing or anticipated development, and that shadowing impacts on adjacent buildings and open spaces are minimized by ensuring that adjacent buildings are not shading each other at noon on the winter solstice.	<i>The proposed development is not expected to block views or solar access of any adjacent properties and eleven of the proposed buildings have direct southern exposure.</i>
3. Subdivision design should demonstrate consideration of a southern orientation for the lot pattern or within plus or minus 30 degrees of south to facilitate passive solar, along with the appropriate glazing and architectural design.	<i>As per above, eleven of the proposed buildings have open, south-facing exposures.</i>
4. Building design for multifamily, commercial and industrial buildings should demonstrate consideration of southern orientation or within plus or minus 30 degrees of south to facilitate passive solar, along with the appropriate glazing and architectural design.	<i>(The proposed development is single family bare land strata)</i>
5. Developers should consider applying the following principles in solar passive design: a. Buildings should be oriented such that the largest wall area is facing south. b. Buildings should be designed to be compact in form, and should have a south facing wall length of approximately 1.3 to 1.5 times as long as the buildings average depth (on an east-west axis). c. South facing window area should maximized up to 8% of total living space floor area, or up to 15% if additional heat storage materials are added such as masonry walls, solid wood wall, or concrete floors. Heat storage materials should be located to be in direct contact with the incoming sunlight.	a. <i>13 of the 17 Units have their largest wall with a southern exposure.</i> b. <i>Due to privacy concerns the windows on the sides of the building have been minimized.</i> c. <i>The traditional wood framed construction and vinyl siding proposed herein does not easily allow for heat storage materials such as masonry or concrete.</i>

6. Design measures should be included to limit summer solar gain through south facing windows.

All windows will have a low emissivity coating and be filled with argon gas to ensure increased insulation capacity which will reduce impacts from solar gain.

7. Overhangs or solar shading devices (such as awnings) should be placed so that windows are completely unshaded at the winter solstice and between fully and half-shaded at noon on the summer solstice.
 - a. On east and west aspects, consider using glazing systems that admit daylight while reducing heat gain, and consider limiting glazing area to only what is needed for adequate daylight and views.
 - b. On south aspects, glazing with high solar heat gain coefficients should be selected. On south aspects avoid heavily tinted or reflective glasses that reduce solar heat gain but also reduce daylight and exterior views and cause excessive glare.
 - c. On north aspects, glazing area should be minimized and highly insulated (low "U value") glazing should be selected.
 - d. Within subdivisions, north-south spacing between buildings and building geometry should be designed such that buildings are not shading each other at noon on the winter solstice.
 - e. Where possible, use exterior shading devices such as fixed awnings or retractable canopies that are adjustable according to season.
 - f. Where solar thermal and photovoltaic modules are used on buildings with a south orientation, solar energy collection can be optimized by ensuring roofs and the main axis of buildings are within 15 degrees of due south.

Windows with a low emissivity coating and argon gas will be utilized as discussed for each orientation. Tinting or reflective glass is not proposed.

No awnings, shades, canopies, or solar energy is proposed.

Energy Efficient Buildings

1. Building design that allows for natural ventilation is encouraged. This could include operable windows on at least two sides of the building to enable passive cooling through cross ventilation.
2. Building design that promotes daylight exposure for natural lighting is encouraged.
3. Energy efficient lighting for building interiors and exteriors is encouraged.
4. Energy efficient building techniques including, but not limited to, increased insulation, heat recovery ventilators, use of materials that encourage thermal storage, and airtight building envelope construction that reduces unintentional air leakage, are encouraged.
5. Green roofs are encouraged to absorb storm water, reduce heat gain and provide outdoor amenity space for residents.
6. Where feasible, district energy systems and renewable energy are encouraged for new buildings.

On both floors, doors at the front and doors/operable windows in the rear will allow for cross-ventilation.

Units 1 through 6, 9 & 11 on the lower strata as well as Units 3, 4 and 6 on the upper strata will receive significant daylight all-day, with the remainder of buildings receiving morning / evening sun.

Energy efficient (LED) lighting will be used throughout the interior and exterior of the buildings.

Insulation, sealing of the building envelope and the installed windows and doors will be completed according to the BC Building code.

The units will also have natural gas radiant heating on the lower floor.

Not feasible for this scale of development and type of construction (single family wood-framed).

Each unit will ensure solar panel capabilities.



Issued To: DAVID GEORGE DONALDSON
BOX 542
CAMPBELL RIVER BC V9W 5C1
(Permittee)

No. P1700115

1. This Development Permit is issued subject to compliance with all Bylaws of the City of Campbell River, except as specifically varied or supplemented by this Permit. Despite details as may be indicated on approved plans, or described within approved reports, nothing in this permit authorizes anything to be done, or caused to be done, in contravention of any City bylaws, including the Zoning Bylaw, 3250, 2006.
2. This Development Permit applies to and only to any and all buildings, structures and other development thereon to:

LOT 2 DISTRICT LOT 74 AND 1394 SAYWARD DISTRICT PLAN 30944 EXCCPT:
PLANS VIP84725 AND EPP1570
PID: 001-200-666

3. Development including buildings, structures and off-street parking shall be sited and constructed in conformance with the site plans, as shown as Schedule "A", the elevation drawings and floor plans shown as Schedule "B", the Energy and Emission Development Permit Guidelines, as outlined in Schedule "C" and in accordance with the lot grading plan, as shown in Schedule "D" Geotechnical Report, Schedule "E", as attached herein.
4. Landscaping shall be established in conformance with the Landscape Plan shown as Schedule "F", as attached herein.
5. In accordance with Section 502 of the Local Government Act, financial security shall be provided for landscaping works, for general planting, shown in Schedule "F" (Landscape Plan) at 125% of the total estimated cost of those works, equivalent to \$82,588.50.
6. The performance security for the landscaping works must be submitted within four (4) weeks of the date of approval, in accordance with the *Planning Procedures Bylaw No. 3266, 2006*, otherwise the file will be closed.
7. The Director of Planning may authorize minor amendments to this permit, provided such amendments are considered to be consistent with the spirit and intent of the City's *Sustainable Official Community Plan*.
8. Fire protection measures for all buildings on the subject parcel must be identified to the satisfaction of the City of Campbell River prior to the issuance of a building permit.
9. This Development Permit expires two years from the date of Council approval, unless construction has begun as approved herein.

AUTHORIZING RESOLUTION NO. _____ PASSED BY COUNCIL ON THIS _____ DAY OF _____, 2018.

City Clerk

Please Note:

It is the Applicant's sole responsibility to ensure compliance with all relevant City permits and bylaws. Unless explicitly stated on this permit, issuance of the permit does not authorize the Applicant to proceed with any development, construction or activity that is in contravention of any other relevant permits or bylaws. In the case of a perceived conflict, the applicant should immediately contact the Development Services Department for clarification prior to undertaking any development, construction or activity.

Plans attached in schedules to this permit (full size copies available from issuing authority):

Schedule:	Drawing No.:	Plan Title:	Dated:
Schedule "A"	P1700115 Sheet 4 of 5	Development Permit Legal Offsets	October 15, 2018
	P1700115 Sheet 1 of 5	Development Permit Site Servicing	October 15, 2018
Schedule "B"		Homewood Rd (Phase 1)	
	A1.1	SL 1 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 1 – Homewood Rd)	October 2, 2018
	A1.1	SL 2 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 2 Homewood Rd)	October 2, 2018
	A1.1	SL 3 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 3 Homewood Rd)	October 2, 2018
	A1.1	SL 4 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 4 Homewood Rd)	October 2, 2018
	A1.1	SL 5 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 5 – Homewood Rd)	October 2, 2018
	A1.1	SL 6 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 6 – Homewood Rd)	October 2, 2018
	A1.1	SL 7 – Exterior Building Elevations	October 29, 2018
	A3.1	Upper & Lower Floor Plans (SL 7 – Homewood Rd)	October 29, 2018
	A1.1	SL 8 – Exterior Building Elevations	October 29, 2018
	A3.1	Upper & Lower Floor Plans (SL 8 – Homewood Rd)	October 29, 2018
	A1.1	SL 9 – Exterior Building Elevations	October 29, 2018
	A3.1	Upper & Lower Floor Plans (SL 9 – Homewood Rd)	October 29, 2018
	A1.1	SL 10 – Exterior Building Elevations	October 29, 2018
	A3.1	Upper & Lower Floor Plans (SL 10 – Homewood Rd)	October 29, 2018
	A1.1	SL 11 – Exterior Building Elevations	October 29, 2018
	A3.1	Upper & Lower Floor Plans (SL 11 – Homewood Rd)	October 29, 2018
		Smith Rd (Phase 2)	
	A1.1	S.L. 1 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 1)	October 2, 2018
	A1.1	S.L. 2 - Exterior Building Elevations (SL 2 – Smith Rd)	October 30, 2018

	A3.1	Upper & Lower Floor Plans (SL 2 - Smith Rd)	October 30, 2018
	A1.1	SL 3 Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 3 – Smith Rd)	October 2, 2018
	A1.1	S.L. 4 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 4 – Smith Rd)	October 2, 2018
	A1.1	SL 5 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 5 – Smith Rd)	October 2, 2018
	A1.1	SL 6 – Exterior Building Elevations	October 2, 2018
	A3.1	Upper & Lower Floor Plans (SL 6 – Smith Rd)	October 2, 2018
Schedule "C"	No #	Energy & Emissions Development Permit Guidelines (Revision 2)	Undated
Schedule "D"	P1700115 Sheet 3 of 5	Development Permit Grading	October 30, 2018
Schedule "E"	File No. G5094.03	Geotechnical Slope Assessment, Proposed Strata Development	September 27, 2018
Schedule "F"	2 of 3	Landscape Planting Plan (Project: Strata Residential Lots/Homes Homewood Road Campbell River BC)	October 10, 2018

NOTICE OF REGISTRATION

Date of Issue: September 6, 2019
Submitter's Name: Mary Tjart
File Reference: 2790 CHRIS GRAN

The following application(s) have now reached final status:

FREEHOLD TRANSFER	CA7729261	REGISTERED
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For help, go to <http://help.ltsa.ca>. To reach the LTSA Customer Service Centre for general land title and survey matters, select option 1 at 604-630-9630 or toll free at 1-877-577-LTSA(5872) or send a request at <https://myltsa.ltsa.ca/contact-customer-service-centre>. For myLTSA sign-up or technical assistance, contact myLTSA Technical Support by selecting option 2 at 604-630-9630 or toll free at 1-877-577-LTSA(5872) or send an request at <https://myltsa.ltsa.ca/contact-myltsa-tech-support>

NOTICE OF REGISTRATION

Date of Issue: September 6, 2019
Submitter's Name: Mary Tjart
File Reference: 2774 CAMPBELL

The following application(s) have now reached final status:

FREEHOLD TRANSFER	CA7729488	REGISTERED
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For help, go to <http://help.ltsa.ca>. To reach the LTSA Customer Service Centre for general land title and survey matters, select option 1 at 604-630-9630 or toll free at 1-877-577-LTSA(5872) or send a request at <https://myltsa.ltsa.ca/contact-customer-service-centre>. For myLTSA sign-up or technical assistance, contact myLTSA Technical Support by selecting option 2 at 604-630-9630 or toll free at 1-877-577-LTSA(5872) or send an request at <https://myltsa.ltsa.ca/contact-myltsa-tech-support>

EXHIBIT “J”

690 SMITH ROAD
CAMPBELL RIVER, BRITISH COLUMBIA

CONTRACT OF PURCHASE AND SALE (the "Contract")

Date: _____ 2020.

Seller: DAVID JOSEPH GEORGES DONALDSON

Buyer:

1. _____

2. _____

Address: _____

Postal Code: _____ Phone: _____ Email: _____

RESIDENCY STATUS The Buyer covenants and represents that the Buyer:

- IS** a resident of Canada for the purposes of the *Income Tax Act*
- IS NOT** a resident of Canada for the purposes of the *Income Tax Act*

1. PROPERTY

Legal Description:

Civic Address:

(the "Strata Lot")

2. DESCRIPTION OF DEVELOPMENT AND STRATA LOT

The Strata Lot is part of a residential strata in a residential condo development known as “**690 SMITH ROAD**” (the “**Development**”) and constructed on property located in Campbell River, British Columbia, having the civic address of 690 Smith Road, Campbell River, B.C. and legally described as PID 001-200-666 Lot 2, District Lot 74 and 1394, Sayward District, Plan 30944 (the “**Property**”). The Buyer and Seller agree that the Strata Lot for purposes of this Contract is the Strata Lot referred to above, the general location and size of such Strata Lot being set out in the Disclosure Statement dated July 16, 2020 and as amended (the “Disclosure Statement”).

The Buyer offers and , if this offer is accepted by the Seller, agrees to purchase from the Seller the Strata Lot (the “Strata Lot”) described below at the price and upon the terms set forth below, subject to the Permitted Encumbrance as defined in Section 4 of the Disclosure Statement.

3. PURCHASE PRICE

The purchase price (the “**Purchase Price**”) for the Strata Lot is _____ Dollars (\$_____) payable in lawful money of Canada. The Purchase Price as stated herein does **NOT** include Goods and Services Tax (**GST**). The Purchase Price does **not** include Property Transfer Tax.

4. GST REBATE

The Buyer hereby declares to the Seller that the Buyer (select one):

- IS** eligible
- IS NOT** eligible

to receive GST New Housing Rebate available under the *Excise Tax Act* (the “**Rebate**”)

If the Buyer is eligible for the Rebate, the Buyer hereby confirms that the Buyer is purchasing the Strata Lot for use by the Buyer, or by a qualified relative, as a principal residence and is therefore entitled to the Rebate, and the following terms will also apply:

- a) The Buyer, or qualified relative, will occupy the Strata Lot as a principal residence as and when requires in order to qualify for the Rebate; and
- b) the Buyer hereby assigns the Rebate to the Seller and agrees to sign, on or before the Completion Date, the application for the Rebate and any other documents required to effectively assign the Rebate to the Seller and to ensure that the Rebate is paid or credited to the Seller.

Notwithstanding the foregoing, the Seller reserves the right to refuse to credit all, or any portion, of the Rebate claimed by the Buyer, and adjust the Purchase Price accordingly, if the Seller believes that the Buyer is not entitled to the Rebate or that the Rebate amount claimed by the Buyer exceeds the Rebate to which the Buyer is entitled. By delivering an executed copy of the Rebate form and related documentation to the Seller, the Buyer warrants that the Buyer is eligible for the Rebate. If the Seller credits the Buyer with the

amount of the Rebate and the Canadian Revenue Agency or another governmental authority disallows all or any part of the Rebate claim, the Buyer will, upon receiving a written demand from the Seller, pay such disallowed amount to the Seller together with any interest, penalty, or other amount payable by the Seller as a result of such disallowance.

5. DEPOSIT

The Buyer and the Seller agree that:

- a) a deposit of 10% of the Purchase Price shall be paid by the Buyer to the Seller within 7 days of the Seller accepting and signing the Offer presented by the Buyer (the "**Deposit**".)

The Buyer will pay the Deposit made to ROYAL LEPAGE ADVANCED REALTY, IN TRUST, on the dates set forth above. The Seller's Agent shall hold the Deposit as a trustee for the Seller and the Buyer and not as an agent for either of them and shall only release the Deposit from trust in accordance with section 18 of the *Real Estate Development Marketing Act* (British Columbia). All Deposits will be made payable either by bank draft, solicitor's cheque, or certified cheque. The Deposits will be placed by the Seller's Agents in a non-interest-bearing pooled trust account at a savings institution situate in British Columbia. The Deposit is **non-refundable** unless the Seller defaults in its obligations or has elected to cancel this Contract.

6. SUBJECT TO FINANCING AND LEGAL ADVICE

This Contract of Purchase and Sale is subject to the Buyer:

- a) arranging financing in the amount of \$_____ at current interest rates; and
- b) obtaining legal advice;

on or before the ___ day of _____, 2020.

The above subject to conditions are for the sole benefit of the Buyer and, unless it is waived or satisfied in or before above date, this Contract of Purchase and Sale shall be null and void and the deposit monies shall be refunded to the Buyer.

7. ADDITIONAL SUBJECT CONDITIONS

The above subject conditions are for the sole benefit of the Buyer, unless waived or satisfied on or before the above date, this Contract of Purchase and Sale shall be null and void and the deposit monies shall be refunded to the Buyer.

8. ITEMS INCLUDED

9. COMPLETION DATE

The completion date of this contract (the “**Completion Date**”) subject to it being extended as provided for herein after, is the ___ day of _____, 2020.

In the event that it is anticipated that the Strata Lot will not be ready to be occupied on the Completion Date as determined by the Seller, then upon written notice to the Buyer, or the Buyer’s solicitor, given prior to the Completion Date, the Seller may extend the Completion Date until the date the Seller anticipates the Strata Lot will be ready to be occupied (the “**Extension Notice**”). The Seller may, on THIRTY (30) days’ notice, further delay the Completion Date from time to time until the Strata Lot is ready to be occupied by Providing subsequent Extension Notices. However, if the Completion Date has not occurred by six (6) months after the original Completion Date (the “**Outside Date**”), then either the Seller or the Buyer may terminate this Contract pursuant to paragraph 10 below.

Provided that if the Seller is delayed from completing construction of the Property as a result of earthquake, floods, health pandemic or other act of god, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain for delay in obtaining labor, supplies, materials or equipment, delay or failure by carriers or contractor, breakage or other casualty, climatic condition, interference of the Buyer or any other event of any nature whatsoever beyond the reasonable control of the Seller, the Completion Date will be extended for a period equivalent to such period of delay as determined by the Seller, acting reasonably. The Seller will give the Buyer, or the Buyer’s Solicitor or Notary Public, notice of such delay not less that fifteen (15) days after the delay occurs. This right of extension is in addition to any other rights of extension in this Contract or agreed to by the parties. The Buyer will not be entitled to any compensation for the delay resulting from the operation of this paragraph.

All Extension Notices may be given to either the Buyer’s Solicitor or the Buyer at the address shown on page one of the Contract.

10. EXTENSION OF COMPLETION DATE

If the Completion date has not occurred by the Outside Date, then either the Seller or the Buyer may cancel this Contract and the Deposit, less any non-resident withholding tax and the Seller’s Solicitor’s reasonable administration fee not to exceed \$100.00, will be returned to the Buyer, unless the parties agree in writing to extend the Completion Date.

11. ADJUSTMENTS

The Buyer will assume all taxes, rates, local improvement assessments, water rates and assessments and maintenance fees of the strata corporation of which the Strata Lot forms a part, and all other adjustments both incoming and outgoing of whatever nature in respect of the Strata Lot shall be made, as of the Completion Date (the “**Adjustment Date**”). If the amount of any such taxes, rates or assessments have been levied in respect of the Property as a whole, then the portion thereof which shall be adjusted in the, manner determined by the Seller, acting reasonably.

12. POSSESSION

So as long as the Purchase Price and all other amounts payable by the Buyer to the Seller in respect of the Strata Lot have been paid in full, the Buyer may have vacant possession of the Strata Lot not earlier than 12:01 pm (PT) on the day following the Completion Date (the “**Possession Date**”).

13. SITE ACCESS

The Buyer acknowledges and agrees that neither the Buyer nor the Buyer’s representatives, agents or assigns will be allowed access to the Strata Lot, except for the purpose of the pre-occupancy walk through prior to the Completion Date, except with the express written authorization of the Seller and it may withhold in its sole discretion, and then only if accompanied by an authorized representative of the Seller. The Buyer hereby releases the Seller and its respective directors, officers, employees, agents, contractors and representatives (collectively, the “**Released Parties**”) from and against any loss, cost, damage, injury or death resulting from any act or omission of any one or more of the Released Parties, including that arising from the negligence of any one or more of the Released Parties, or any condition within the Development and agrees to indemnify and hold harmless the Released Parties from and against any loss, cost, damage, injury or death resulting from the presence of the Buyer or any person acting on behalf of the Buyer in the Development, or any act of omission of the Buyer or any person acting on behalf of the Buyer while within the Development. The Buyer hereby acknowledges and the Seller hereby confirms that the Seller has acted as agent for and on behalf of the other Released Parties.

SCHEDULE "A" ATTACHED HERETO FORMS AN INTEGRAL PART OF THE CONTRACT. THE BUYER ACKNOWLEDGES THAT THEY HAVE READ ALL PARAGRAPHS OF SCHEDULE "A" TO THIS CONTRACT.

THE BUYER ACKNOWLEDGES THAT THE BUYER HAS RECEIVED A COPY OF THE DISCLOSURE STATEMENT FOR THE DEVELOPMENT AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY TO READ THE DISCLOSURE STATEMENT, INCLUDING EACH EXHIBIT AND EVERY AMENDMENT THERETO, IF ANY, FILED UP TO DATE OF EXECUTION OF THE CONTRACT (COLLECTIVELY, THE "DISCLOSURE STATEMENT") AND THE EXECUTION BY THE BUYER OF THIS CONTRACT SHALL CONSTITUTE A RECEIPT IN RESPECT THEREOF.

Initials

Initials

14. AGENCY DISCLOSURE

The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled Privacy Notice and Consent and acknowledge and confirm as follows:

Seller

- a) The Seller and the Buyer acknowledge having received, read and understood Real Estate Council of British Columbia (RECBC) form Entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Seller has an agency relationship with Tammy Forberg (Designated Agent/Licensee who is licensed in relation to Royal Lepage Advance Realty (Brokerage).
- b) the Buyer acknowledges having received, read and understood RECBC form entitled "Disclosure of Representation in Trading Services" and hereby confirms that the Buyer has an agency relationship with _____
(Designated Agent/Licensee(s) who is/are licensed in relation to _____
_____(Brokerage)

Buyer

- c) If only a) has been completed, the Buyer acknowledges having received, read and understood RECBC form 'Disclosure of Risks to Unrepresented Parties' from the Seller's agent listed in a) and hereby confirms that the Purchaser has no agency relationship.

The terms of this Contract along with the provisions of the Disclosure Statement are the terms under which the Strata Lot is being sold and purchased.

The Buyer's offer herein is open for acceptance until _____ and is open for acceptance by the Seller will form a binding Contract of Purchase and sale of the Strata Lot for the Purchase Price, on the terms and subject to the conditions set out herein.

Dated this ____ day of _____ 2020.

X

Witness

X

Buyer

X

Witness

X

Buyer

SELLER'S ACCEPTANCE

This Offer to Purchase is accepted by the Seller this ____ day of __2020 (the "Acceptance Date").

X

Witness

X

Seller

This Contract may be executed in several counter parts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery to the Seller of an executed copy of this Contract by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will deemed to be execution and delivery to us of this Contract as of the date of successful transmission to the Seller.

SCHEDULE "A"

ADDITIONAL TERMS AND CONDITIONS

1. **INFORMATION PACKAGE AND CLOSING PROCEDURE** The Seller or Seller's Solicitor will provide to the Buyer or the Buyer's Solicitor or Notary Public and Information Package setting out pertinent information respecting the matters required to be attended by the Buyer for completion of the purchase of the Strata Lot. The Buyer will cause the Buyer's Solicitor or Notary Public to prepare and deliver to the Seller for execution at least five (5) business days prior to the Completion Date, a Freehold Transfer in FORM A under the Land Title Act of British Columbia in respect of the Strata Lot (the "**Transfer**"), a Seller's Statement of Adjustments prepared in accordance with the Contract and based on the information and directions as set out in the Information Package. The Seller shall not be required to execute and deliver any other documents in connection with the completion of the purchase and sale of the Strata Lot other than the Transfer and the Seller's Statement of Adjustments and, without limiting the generality of the foregoing, shall not be required to execute and deliver any resolutions, certificates or declarations of any type. The Seller will deliver the Transfer, duly executed by the Seller, to the Buyer's Solicitor or Notary Public on or prior to the Completion Date on the condition that forthwith upon the Buyer's Solicitor or Notary Public obtaining a post registration index search from the Victoria Land Title Office indicating that in the ordinary course of Land Title Office procedure the Buyer will become the registered owner of the Strata Lot, subject only to subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other disposition of the Crown, registered or pending restrictive covenants and rights of way in favor of public utilities and public authorities, the encumbrances contemplated by or referred to in the Disclosure Statement (collectively, the "**Permitted Encumbrances**"), the encumbrances contemplated by Section 3 below, and any encumbrances relating to any financing arranged by the Buyer, and the Buyer's Solicitor or Notary Public will Cause the Balance to be paid to the Seller's Solicitor or cheque or bank draft in the Completion Date. The Buyer will ensure that the Balance will be delivered to the Seller's Solicitor no later than 3:00 PM (PT) on the Completion Date.
2. **ACCEPTANCE OF THE TRANSFER** The Buyer hereby agrees to accept the Transfer executed by the Registered Owner despite any provision of the *Property Law Act*.
3. **SELLERS FINANCING** The Buyer acknowledges that the encumbrances relating to the Seller's financing may remain as a charge against the common property of the Development until the Seller has completed the sale of balances of the strata lots in the Development whereupon the Seller covenants such encumbrances relating to its financing will be discharged entirely.
4. **BUYER'S MORTGAGE** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents has been lodged for the registration in the Victoria Land Title Office, but only if before such lodging the Buyer has :

- a. Made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage;
 - b. Fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and
 - c. made available to the Seller, a Lawyer's or notary's undertaking to pay the Purchase Price upon the lodging of the Transfer and the new mortgage documents and receipt of the advance by the mortgagee of the mortgage proceeds.
5. **LIEN HOLDBACK** That portion, of the balance of the Purchase Price required by law to be held back by the Buyer in respect of the builders' lien claims (the "Lien Holdback") shall be paid to the Seller's Solicitor on the Completion Date. The Lien Holdback shall be held in trust pursuant to the *Strata Property Act* and *Builder's Lien Act* of British Columbia (or successor statutes) solely in respect of lien claims made against the Strata Lot and registered in the Victoria Land Title Office in connection with work done or materials supplied at the behest of the Seller. The Seller's Solicitor are authorized to invest the Lien holdback in an interest bearing trust account and to pay to the Seller, on the earlier of the date which the time for filing a claim under the *Builders' Lien Act* of British Columbia (or successor statutes) expires and the 56th day after the Strata Lot is conveyed to the Buyer, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Strata Lot of which the Buyer or the Buyers Solicitor or notary notifies the Seller's Solicitor on writing by 2:00 PM (PT) on that day. The Buyer hereby authorizes the Seller to bring any legal proceedings requires to clear title to the Strata Lot of any lien claims files with respect thereto including payment of funds into court if desired by the Seller.
6. **COSTS** The Buyer will pay all costs (including legal fees, property transfer tax as requires under the *Property Transfer Act* of British Columbia and all other applicable taxes) in connection with the completion of the transaction contemplated by this Contract other than costs of the Seller incurred in clearing title to the Strata Lot.
7. **CONSTRUCTION** The Seller will cause the Development and the Strata Lot to be constructed substantially in accordance with the plans and specifications approved for the building permit for Development by the City of Campbell River, together with any changes approved by the City of Campbell River from time to time. The Buyer acknowledges that the Seller may, in its discretion, or as required by any governmental authority, make modifications in size, features, design, layout and window area of the Development or Strata Lot and may use materials other than described in the plans and specifications, sales brochures, videos, promotional materials, models in sales office or otherwise, as they existed at the time the Buyer entered into this contract, if they are reasonably similar to or of better quality than that described or, if in the opinion of the Seller acting reasonably, they will improve or will not materially change the Development or Strata Lot. The Buyer shall have no claim or cause of action against the Seller for any such changes, variances,

reconfiguration or modifications nor shall the Buyer be entitled to notice thereof. The Seller cannot guarantee any other service providers.

8. **WARRANTY** The Buyer acknowledges and agrees that the only warranty given with respect to any aspect of the construction of the Strata Lot or the common property of the Development is the Warranty set out in the Disclosure Statement, it is agreed and understood that there is no representation, warranty, collateral term or condition affecting this Contract or the Strata Lot, or for which the Seller can be held reasonable in any way, whether the warranty be contained in any sales material, brochures or videos or alleged against any sales representative or agent, other than as expressly set out in the Disclosure Statement.
9. **RISK** The Strata Lot is to be at the risk of the Seller until 12:00 AM (PT) on the Completion Date. After that time, the Strata Lot and included items will be at the risk of the Buyer.
10. **INSURANCE** The Seller will, until and including the day preceding the Completion Date, cause the Strata Lot to be insured by the insurance coverage against such risks and to such limits as, in the sole opinion of the Seller are reasonable.
11. **INSPECTION** The Buyer and representative of the Seller will inspect the property at a reasonable time prior to the Completion Date determined by the Seller. At such time, the parties will prepare and sign a conclusive list in any finishing touches ("Finishing Touches") which the Seller will carry out after the Completion Date. The Seller will carry out the Finishing Touches in a timely manner after the Completion Date and the Buyer will not be entitled to holdback any portion of the Purchase Price in respect thereof. The Buyer will permit the Seller and its representatives to enter the Property following the Completion Date during normal working hours without notice in order to carry out work necessary to do the Finishing Touches and to inspect to such work.
12. **SELLER CANCELLATION OF RIGHTS** The Seller may cancel the purchase agreement in the following circumstances:
 - a. Time will be of the essence hereof and unless all payments on account of the Purchase Price, together with adjustment thereto as provided herein and all other amounts payable hereunder, are paid when due, then the Seller may at its option:
 - i. Cancel this Contract by written notice to the Buyer and in such event the amount paid by the Buyer shall be absolutely forfeited to the Seller as liquidated damages (the Seller and Buyer hereby agreeing that such amount constitutes a genuine pre-estimate of the damages which the Seller will suffer as a consequence of the Buyer's default) and the Seller shall be entitled to be paid such amount upon written demand to the Seller; the Buyer agrees that the Seller will be entitled absolutely to any deposit and hereby irrevocably appoints the Seller as its agent to advise the deposit-holder to pay the sum forfeited to the Seller; or
 - ii. Elect to complete the transaction contemplated by this Contract, in which event the Buyer will pay to the Seller, in addition to the Purchase Price, interest on the unpaid

portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 18% per annum from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Seller may so cancel this Contract at any time after such default by the Buyer, even if the Seller has previously elected to complete the transaction.

13. **BUYER CANCELLATION OF RIGHTS** The Buyer may cancel this Contract in the following circumstances:

- a. For a period of seven (7) days after receipt of an amendment to the Disclosure Statement or to an Amended Disclosure Statement, that set out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility or the general layout of the development, is materially changed by the issuance the building permit; or
- b. If the Amended Disclosure Statement that sets out particulars of an issued building permit is not received within 12 months after the initial Disclosure Statement was filed, the Buyer may at their option cancel this Contract at any time after the end of that 12 month period until the required amendment is received by the Buyer, at which time the Buyer may cancel this Contract during a period of seven days after the receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, or the general layout of the development, materially changed by the issuance of the building permit
- c. The amount of the deposit to be paid by a Buyer who has not yet received an amendment to the Disclosure Statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
- d. All deposits paid by a Buyer, including interest earned if applicable, will be returned promptly to the Buyer upon notice of cancellation from the Buyer.

14. **BUYER'S ACKNOWLEDGMENTS** The Buyer, by the execution of this Contract, acknowledges and agrees that:

- a. The Buyer may not request an extension of the Completion Date;
- b. The plans, specification, materials, features and designs as may be illustrated or reflected in any sales material, display suites, etc. shown to the Buyer are for illustration purposes only and not a representation by the Seller, and are not to be relied in by the Buyer and do not form a collateral obligation of the Seller;
- c. The specifications, materials, details, dimensions and floor plans set out in any materials viewed by the Buyer are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural or architectural requirements;
- d. The Seller may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Seller, and the Seller reserves the right to alter the

- common property of the Development anytime and from time to time if, in its sole opinion, such as alterations improve the structural integrity of the Development , its mechanical systems, its ability to with withstand water penetration, its operating efficiency or aesthetics;
- e. The Seller may continue to carry out the construction work in the Development after the completion of the purchase of the Strata Lot by the Buyer and that such work may cause inconvenience to the use and enjoyment of the Strata Lot;
 - f. The Seller may retain strata lots in the development, and for so long as the Seller is the owner of and of the strata lots in the Development, the Seller may carry out marketing, promotional and sales activities within the common property;
 - g. The Buyer is aware that the monthly strata corporation interim budget and assessment as set out in Exhibit "F" to the Disclosure Statement are estimates only;
 - h. The Seller is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) and is not a foreign supplier.
15. **NOTICE** Any notice to be given to the Buyer will be well and sufficiently given in any post office in the Strathcona District, British Columbia, postage prepaid addressed or delivered by hand or transmitted by facsimile or other means of electronic communication to the Buyer's Solicitor or Notary Public at his or her office or the Buyer at the Buyer's address as set above, or to such other address as the Buyer may have last notified the Seller in writing. Such notice shall be deemed to have been received if delivered, when delivered, and if mailed, on the fourth business day (exclusive of Saturdays, Sundays and statutory holidays) after such mailing, and if transmitted by facsimile or other means of electronic communication, after confirmation of successful transmittal by print out from the senders machine.
16. **TENDER** Any tender of documents or money under this Contract may be made upon the solicitor or notary public acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable certified cheque, bank draft or solicitor's trust cheque drawn on a Canadian chartered bank is tendered instead of cash.
17. **ASSIGNMENT** The Buyer may not assign its interest in the Strata Lot or in the Contract without the written consent of the Seller, such consent not to be unreasonably withheld and, the Seller will not be required to convey the Strata Lot to anyone other than the Buyer. The Seller may, at its option charge an administration fee equal to 1% of the Purchase Price (excluding GST and applicable rebates) as consideration for agreeing to an assignment of the Buyer's interest in the Strata Lot or in the Contract and for any associated legal and administrative costs, except that there will be no charge if the assignee is the Buyer's spouse, parent, child, grandparent or grandchild or a company controlled by the Buyer. Following any assignment, the Buyer will not be relieved of its obligations hereunder but will continue to remain liable to perform all obligations of the Buyer under the Contract. The Buyer will not advertise or solicit offers from the public with

respect to the resale of the Strata Lot by the Buyer before the Completion Date without the express written consent of the Seller, which consent may be arbitrarily withheld.

An assignment under the Real Estate Development Marketing Act is a transfer of some or all the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the Vendor with the information and records required under the Real Estate Development Marketing Act.

Before the Vendor consents to an assignment of a purchase agreement, the Vendor will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:

- (1) The party's identity;
- (2) The party's contact and business information; and
- (3) The terms of the assignment agreement

Information and records collected by the Vendor must be reported by the Vendor to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.

18. **LIABILITY OF BUYER** In the event of an assignment in accordance with Section 17, the Buyer will remain fully liable under the Contract and such assignment will not in any way relieve the Buyer of its obligations under this Contract.

19. **ASSIGNMENT BY SELLER** The Seller will be entitled to sell and/or assign its rights, benefits and/or obligations under this Contract without the consent of the Buyer, in such case, the Buyer acknowledges and confirms that:
 - a. the new developer will be the assignee of the Seller: and
 - b. other entities involved in the development of the Development may sell and/or assign their interest in the Development.

20. **CONTRACTUAL RIGHTS ONLY** This offer and the Contract which results from its acceptance creates contractual rights only and not any interest in land, and the Buyer hereby acknowledges and agrees that the Buyer 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 Contract or the Strata Lot including, without limitation, a certificate of pending litigation.

21. **COMMISSIONS** In the event that the Buyer does not complete the purchase and sale of the Strata Lot on the Completion Date, the Buyer hereby irrevocably authorizes the Seller to deduct from the Deposits all legal fees, real estate commission fees and administrative costs related to the failure of the Buyer to complete.
22. **MARKETING** The Buyer agrees that the Seller may continue to carry out construction work on the Development after the completion of the purchase of the Property by the Buyer. The Buyer acknowledges and accepts that such work may cause inconvenience to the use and enjoyment of the Property. The Buyer will not impede or interfere with the Seller's completion of construction of other strata lots, the common property or the Development. The Buyer acknowledges that the Seller or its affiliates may retain strata lots in the Development for use as sales and administrative offices and/or display suites for sales activities within the common property (including parking stalls and recreational facilities) of the Development or strata lots owned or leased by the Seller including maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to the area for the purpose of marketing of any unsold strata lots. In addition, the Seller may conduct tours of the Development from time to time with prospective Buyers and hold events in connection with the marketing and sales activities. The Seller will act reasonably, to minimize disturbance to the Buyer.
23. **BUYER COMPRISING MORE THAN ONE PARTY** If the Buyer is comprised of more than one party, then the obligations of each party shall be deemed to have been given at the same time to each other party.
24. **ENUREMENT** This Contract will enure to all the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
25. **FURTHER ASSURANCES** The parties hereto shall do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Contract.
26. **GOVERNANCE** This Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia. The Buyer hereby irrevocably agrees to attorn to the jurisdiction of the Province of British Columbia in respect of any and all matters pertaining to or connected with this Contract or the Strata Lot.
27. **SURVIVAL** The rights and obligations of the parties contained herein and, in the Disclosure Statement, and any amendments thereto, will continue and will not be merged with the completion of the sale and purchase of the Strata Lot on the Completion Date.
28. **LANGUAGE** All words in this Contract will be read and construed in a singular, plural, masculine, feminine or body corporate, as the context may require.
29. **ENTIRE AGREEMENT** This Contract shall constitute the entire agreement between the Seller and the Buyer and there are no representations, warranties, conditions, guarantees, promises, agreements or previous statements made by any person or agent (including

without limitation, arising out of marketing materials, sales brochures, displays, photographs, drawings or any other materials provided to or viewed by the Buyer) other than those contained in this Contract and the Disclosure Statement. No modification of this Contract shall be valid unless made in writing and signed by parties hereto.

SOLICITORS

Seller's Solicitors are:

Name: Kevin Simonett Law Corporation

Address: 103 – 300 St. Ann's Road City: Campbell River

Province: British Columbia Postal Code: V9W 4C6

Phone: 250 914-0458

Buyer's Solicitors are:

Name:

Contact:

Address:

City:

Province:

Postal Code:

Phone: