

AMENDMENT TO DISCLOSURE STATEMENT

OF

NORTHLAND PROPERTIES CORPORATION

Dated April 4, 2025

AMENDMENT DATED: May 22, 205

Developers: **Northland Properties Corporation**

Address for service in **310 – 1755 West Broadway**
In British Columbia: **Vancouver, British Columbia, V6J 4S5**

Mailing Address: **310 – 1755 West Broadway**
Vancouver, British Columbia, V6J 4S5

Real Estate Brokerage: **The Developer will market the project. The Developer’s employees are not licensed under the Real Estate Services Act and are not acting on behalf of the Purchaser. The Developer reserves the right to market some or all of the Development through a sales person, yet to be determined, licensed under the Real Estate Services Act.**

THIS DISCLOSURE STATEMENT MAY HAVE BEEN DELIVERED TO THE PURCHASER(S) BY ELECTRONIC MEANS. _____ <i>[INSERT PURCHASER(S) NAME]</i> , SPECIFICALLY CONSENT, PURSUANT TO SECTION 15(3) OF THE REAL ESTATE DEVELOPMENT MARKETING ACT, TO ACCEPT RECEIPT OF THIS DISCLOSURE STATEMENT BY ELECTRONIC MEANS.		
	INITIAL	INITIAL

THIS DISCLOSURE STATEMENT RELATES TO A DEVELOPMENT PROPERTY THAT IS NOT YET COMPLETED. PLEASE REFER TO SECTION 7.2 FOR INFORMATION ON THE PURCHASE AGREEMENT. THAT INFORMATION HAS BEEN DRAWN TO THE ATTENTION OF _____ <i>[INSERT PURCHASER(S) NAME]</i> , WHO HAS CONFIRMED THAT FACT BY INITIALING IN THE SPACE PROVIDED HERE.		
	INITIAL	INITIAL

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 original Disclosure Statement dated April 4, 2025, is amended as follows:

1. The List of Schedules set out at the end of the Table of Contents of the Disclosure Statement is deleted in its entirety and replaced with the following:

“● List of Schedules

- Schedule “A” Draft Strata Plan
- Schedule “B” CD-02 Zone
- Schedule “C” Form P, Phased Strata Plan Declaration
- Schedule “D” Proposed Schedule of Unit Entitlement
- Schedule “E” Proposed Bylaws
- Schedule “F” Estimated Interim Budget
- Schedule “G” Rent Charge/219 Covenant
- Schedule “H” Rental Restriction Covenant
- Schedule “I” Common Lot Covenant
- Schedule “J” Contract of Purchase and Sale”

2. Section 2.2 of the Disclosure Statement is deleted in its entirety and replaced with the following:

“2.2 Permitted Use

The present zoning of the Development is CD-02, a copy of which is attached as Schedule “B” to this Disclosure Statement. The Property, as hereinafter defined, is contained within Resort Area 4 (Resort Neighbourhood) of the CD-02 Zone which permits, among other uses, multi-family dwellings. Commercial uses are permitted within the CD-02 Zone, but commercial activities may be restricted by the building construction restrictions set out in section 4.4. of this Disclosure Statement. More information and details about zoning requirements and permissible uses is available from the City of Revelstoke Development Services Department by phone at 250-837-3637 or by email at development@revelstoke.ca.”

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

5.1 Construction Dates

The estimated Commencement of Construction and Completion of Construction dates are as follows:

<u>Phase</u>	<u>Estimated Commencement of Construction Date</u>	<u>Estimated Completion of Construction Date</u>
1	April 1, 2025 – June 30, 2025	September 1, 2026 – November 30, 2026
2	June 1, 2025 – August 30, 2025	November 1, 2026 – January 30, 2027
3	August 1, 2025 – October 30, 2025	January 1, 2027 – March 30, 2027
4	December 1, 2025 – February 28, 2026	March 1, 2027 – May 30, 2027

Construction may complete prior to the Completion of Construction Date specified.

For the purposes of this section:

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

“Completion of Construction” means the first date that a development unit within the development property may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis.”

4. The CD-08 Zone attached as Schedule “B” to the Disclosure Statement is deleted in its entirety and replaced with the CD-02 Zone attached as Schedule “B” to this Amendment to Disclosure Statement.

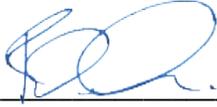
5. The Contract of Purchase and Sale attached as Schedule “J” to the Disclosure Statement is deleted in its entirety and replaced with the Contract of Purchase and Sale attached as Schedule “J” to this Amendment to Disclosure Statement.

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 MAY 22, 2025.

Northland Properties Corporation

Per:



Authorized Signatory

Signed by the Director in his personal capacity:



Robert Thomas Gaglardi

Schedule "B"
CD-02 Zone

10.2 Comprehensive Development Zone 2 (CD-02)

10.2.1 Purpose

The purpose of this zone is to provide for a year-round, multi purpose destination recreational resort. In addition to zoning, parking, *landscaping*, and *screening* regulations, this Section contains guidelines for the issuance of Development Permits.

10.2.2 Permitted Uses (*Resort Neighbourhood – Areas 2, 3, 4, 5, 6, 7, 8 as shown on [CD-02 Schedule A](#)*)

Principal Uses:

- (1) *Café*

- (2) *Convenience store*

- (3) *Dwelling, multi-unit*

- (4) *Dwelling, single-detached*

- (5) *Dwelling, two-unit*

- (6) *Emergency and protective services*

- (7) *Golf course*

- (8) *Indoor participant recreation services*

- (9) *Mixed-use building*

- (10) *Outdoor participant recreation services*

- (11) *Restaurant, dine-in*

- (12) *Tourist accommodation*

Accessory Uses:

- (13) *Accessory building*

- (14) *Accessory dwelling unit*

- (15) *Accessory use*

- (16) *Bed and breakfast*

- (17) *Home based business, type I*

- (18) *Long term rental*

- (19) *Short term rental*

Section 1: Administration and Enforcement	Section 2: Interpretation	Section 3: Definitions	Section 4: General Regulations	Section 5: Use-Specific Regulations	Section 6: Residential (R) Zones
Section 7: Mixed Use (MU) and Commercial (C) Zones	Section 8: Industrial (I) Zones	Section 9: Environment and Rural Recreation (E) / Public Use (P) Zones	Section 10: Comprehensive Development (CD) Zones	Section 11: Off-Street Parking Regulations	Section 12: Off-Street Loading Regulations

10.2.3 Permitted Uses (*Resort Core – Areas 1, 9, 10 as shown on [CD-02 Schedule A](#)*)

Principal Uses:

- (1) *Automotive repair services, light*

- (2) *Automotive repair services, heavy*

- (3) *Café*

- (4) *Convenience store*

- (5) *Dwelling, multi-unit*

- (6) *Dwelling, single-detached*

- (7) *Dwelling, two-unit*

- (8) *Emergency and protective services*

- (9) *Equipment sales, rental, and repair services, light*

- (10) *Golf course*

- (11) *Indoor participant recreation services*

- (12) *Information centre*

- (13) *Liquor store*

- (14) *Mixed-use building*

- (15) *Neighbourhood pub*

- (16) *Office*

- (17) *Outdoor participant recreation services*

- (18) *Personal service establishment*

- (19) *Professional service establishment*

- (20) *Public parking area*

- (21) *Restaurant, dine-in*

- (22) *Retail store (with a maximum usable floor space of 1,000.0 sq. m per premise)*

- (23) *Retail store, grocery*

- (24) *Tourist accommodation*

Accessory Uses:

- (25) *Accessory building*

- (26) *Accessory dwelling unit*

- (27) *Accessory use*

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(28) *Bed and breakfast*

(29) *Home based business, type I*

(30) *Long term rental*

(31) *Short term rental*

10.2.4 Density Regulations

- (1) The number of square metres of commercial floor area (which for certainty excludes *tourist accommodation* units) in each Area of the CD-02 zone shown on [CD-02 Schedule A](#) shall not exceed the total number specified in column 7 of Table 1 as shown in [Section 10.2.5](#).
- a. Notwithstanding [Section 10.2.4\(1\)](#), up to 30% of the total commercial area (6,688.0 sq. m) allocated to Area 1 may be transferred to Area 2, 3, 4, 5, 8 or 9 without an amendment to this Bylaw. No more than 15% of commercial area (3,344.0 sq. m) may be transferred to any single Area, except within that portion of Area 5 as more particularly shown on [CD-02 Schedule B](#), where no more than 5% of commercial area (1,114.0 sq. m) may be transferred from Area 1.
 - b. With any transfer of density out of Area 1, a covenant shall be registered on title of the parent *lot(s)* within Area 1 specifying the amount of density that has been transferred and to what area. This covenant shall be updated with any subsequent density transfers out of Area 1.
 - c. Any transfer of density must be in alignment with the Master Development Agreement between the Province of British Columbia and the primary resort developer who is signatory to the agreement.
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- (2) The number of *tourist accommodation* units and *dwelling units* in the form of *multi-unit dwellings*, *two-unit dwellings*, or *single-detached dwellings* in each Area of the CD-02 zone shown on [CD-02 Schedule A](#) shall not exceed the total number specified in column 7 of Table 1 as shown in [Section 10.2.5](#).
- a. Notwithstanding [Section 10.2.4\(2\)](#), up to 30% (822 units) of the total units allocated to Area 1 may be transferred to Area 2, 3, 4, 5, 8 or 9 without an amendment to this Bylaw. No more than 15% (411 units) may be transferred to any single Area.
 - b. No transfer of *tourist accommodation* units is permitted in that portion of Area 5 as more particularly shown in [CD-02 Schedule B](#).
 - c. With any transfer of density out of Area 1, a covenant shall be registered on title of the parent *lot(s)* within Area 1 specifying the amount of density that has been transferred and to what area. This covenant shall be updated with any subsequent density transfers out of Area 1.
 - d. Any transfer of density must be in alignment with the Master Development Agreement between the Province of British Columbia and the primary resort developer who is signatory to the agreement.
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- (3) The density permitted in this Section is a maximum. In the event that the presence of environmentally sensitive areas, including but not limited to those identified in the Official Community Plan, steep slopes or other physical constraints make the *development* of any Area to the maximum permitted density impossible, notwithstanding any transfers of density as may be permitted by this Bylaw, the maximum permitted density of that Area is the density as so constrained.
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- (4) The owner may, for the purpose of applying the density restrictions in this Section:
- a. Substitute permitted *multi-unit dwelling* and *single-detached dwelling* uses for one another within the same Area, on the basis that one *multi-unit dwelling* (apartment) unit equals one *multi-unit dwelling* (row house) unit, and one *single-detached dwelling* unit equals 1.5 *multi-unit dwelling* units.
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- (5) Prior to the approval of any subdivision of land in the zone, if this Bylaw has not been amended to establish the maximum density of *development* on each proposed *lot* of land in the zone, the owner must grant to the City of Revelstoke a covenant under s.219 of the Land Title Act establishing a maximum density of *development* on each new *lot* of land in the zone, such that the maximum permitted density of *development* permitted by covenant on all *lots* of land in the zone does not exceed that permitted by this Bylaw, and the obligation to provide *resort employee housing units* is distributed proportionately among the new *lots*.
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10.2.5 Table 1 – Density Allowances

Area	Commercial Floor Area	Tourist Accommodation Units	Multi-unit Dwelling (Apartment) Units	Multi-unit Dwelling (Row House) and Two-Unit Dwelling Units	Single-Detached Dwelling Units	Total
1	22,295 sq. m	1,420	900	370	52	22,295 sq. m of commercial 2,742 units
2	0	0	0	30	37	67 units
3	1,450 sq. m	150	50	0	0	1,450 sq. m of commercial 200 units
4	0	0	10	0	0	10 units
5	0	0	0	20	20	40 units
6	0	0	0	45	20	65 units
7	0	150	0	35	0	185 units
8	0	0	0	205	180	385 units
9	0	150	50	50	20	270 units
10	8,450 sq. m	784	488	0	0	8,450 sq. m of commercial 1,272 units

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10.2.6 Employee Housing Requirements

- (1) Following the issuance of a Building Permit for the 1,200th *tourist accommodation* unit or *dwelling unit* in this zone, no owner of land in this zone shall be entitled to construct or occupy any *tourist accommodation* unit or *dwelling unit* in this zone unless the owner has provided a number of *resort employee housing units* equal to 10% of the number of *tourist accommodation* units or dwellings for which a Building Permit is sought.

- (2) In addition to the number of *resort employee housing units* required under [Section 10.2.6\(1\)](#), the owner must also provide a number of *resort employee housing units* equal to 10% of the number of *tourist accommodation* units and dwellings already constructed in the zone at the time the first application that is subject to [Section 10.2.6\(1\)](#) is made, by providing *resort employee housing units* at the rate of 15% of the number of *tourist accommodation* units or dwellings for which a Building Permit is sought, until the total number of *resort employee housing units* that have been provided is equal to 10% of the total number of *tourist accommodation* units or dwellings that have been constructed in this zone.

- (3) For the purposes of [Section 10.2.6\(1\)](#) and [Section 10.2.6\(2\)](#), the number of each type of *resort employee* housing unit provided must, in relation to each Building Permit issued, be proportional to the number of each type of unit for which the Building Permit is sought, with *multi-unit dwelling* employee housing units being provided in respect of *tourist accommodation* units proposed, except that the owner may propose a different combination of employee housing units for the approval of the municipality on the basis of the municipality's assessment of the demand for employee housing units at the time the Building Permit application is made. The number of each type of *resort employee* housing unit provided must, at the time that the lands in this zone are developed to the maximum extent specified in the third, fourth, fifth and sixth columns of Table 1 in [Section 10.2.5](#), be proportional to the number of each type of unit specified in Table 1 in [Section 10.2.5](#), except that *multi-unit dwelling* (apartment) employee housing units must be provided in respect of *tourist accommodation* units proposed.

- (4) For the purposes of [Section 10.2.6\(1\)](#) and [Section 10.2.6\(2\)](#), a *resort employee* housing unit is deemed to have been provided if, at the time the Building Permit in question is issued:
 - a. An existing *dwelling unit* in the City of Revelstoke has been designated by the owner as a *resort employee* housing unit and the *dwelling unit* is subject to a covenant and housing agreement; or
 - b. The Building Permit authorizes the construction of one or more *resort employee* housing units as part of the *building* authorized by the permit, the owner has designated the *resort employee* housing units in the *building* and granted a covenant to the City of Revelstoke prohibiting the occupancy of the *building* until the number of *resort employee housing units* required under this Section in relation to the *building* are completed and ready to occupy, and the *resort employee housing units* are subject to a covenant and housing agreement.

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10.2.7 Site Servicing

- (1) Development Permits may include requirements for emergency vehicle access and water supply for interface fire suppression, if recommended by the Fire Chief on the basis of generally accepted interface fire hazard management practices.

10.2.8 Maximum Building Height

<u>Regulation</u>	<u>Requirement</u>
(1) <i>Tourist accommodation</i>	8 storeys
(2) <i>Multi-unit dwelling (apartment) / mixed-use building</i>	8 storeys
(3) <i>Single-detached dwelling, multi-unit dwelling (row house), two-unit dwelling, and non-residential buildings</i>	12.0 m
(4) Whether or not a height regulation is specified, <i>building height</i> regulations may be varied or supplemented by Development Permit conditions for the purpose of: <ul style="list-style-type: none"> a. Ensuring that fire suppression for each <i>building</i> is within the capability of the Revelstoke Fire Department. b. Protecting and enhancing views of and from the <i>building</i> in question and other <i>buildings</i> in the vicinity. c. Enhancing views of the Revelstoke Mountain Resort and adjacent natural areas that are visible from the <i>City</i>. d. Ensuring that pedestrian scale in adjacent <i>street</i> and public areas is not lost. 	

10.2.9 Siting of Buildings

- (1) The minimum depth and width of yards and maximum *lot coverage (building)* are not specified in this zone.
- (2) Whether or not a siting or *lot coverage (building)* regulation is specified, these regulations may be varied or supplemented by Development Permit conditions for the purpose of:
 - a. Optimizing the siting of a *building* on a *lot* having regard to the presence of natural features such as rock outcrops, environmentally sensitive areas and natural vegetation, and steep slopes.
 - b. Providing, in the case of commercial *development* adjacent to a *street*, a sense of enclosure for public areas on the *street*.
 - c. Ensuring a suitable amount of private open space on the *lot* as well as space for off-street parking.
 - d. Ensuring that pedestrian scale in adjacent *street* and public areas is not lost.
 - e. Maximizing privacy of *building* occupants in relation to the siting of other *buildings* and public areas in the vicinity.

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- f. Protecting *residential uses* from noise and other nuisance problems associated with *non-residential uses*.
- g. Minimizing the risk of wildfire spread from forest to *building* and from *building* to *building*.
- h. Providing for suitable snow shedding and snow storage areas; and
- i. Accommodating the recommendations of a qualified environmental professional with respect to the siting of *buildings* and *structures* in relation to riparian assessment areas.

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- (3) Natural and man-made site features should be recognized and incorporated into the project design, including solar access, trees, topographic features, view corridors and environmentally sensitive areas and buffers.
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- (4) The location and configuration of *buildings* should be established to provide privacy to surrounding dwellings through *setbacks*, *screening*, and orientation.
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- (5) Site planning should provide for adequate separation between *uses* to mitigate or eliminate potential conflict issues. Mitigation may include orientation of *buildings* or *building* features such as entrances, window locations, *setbacks*, *screening*, limiting operation hours, design features such as window glazing or sound-proofing, or shielding of lighting to provide for privacy and reduction of noise and glare.
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- (6) Publicly-used open spaces such as plazas, courtyards and green spaces should be provided in commercial and mixed-used *developments*.
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- (7) Useable private and common open space should be provided for *multi-unit dwelling residential uses*.
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- (8) All *buildings* should be accessible to and integrated with an onsite pedestrian circulation system.
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- (9) Adequate areas should be provided for snow storage and utility requirements.
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- (10) Service area *use* should not conflict with pedestrian and vehicular traffic.
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- (11) Pedestrian paths should be connected to existing or planned trail networks.
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- (12) Recreational trails should be designed to mitigate potential *use* conflicts and negative impacts on nearby residents, including noise pollution from snowmobiles, through site planning, *use* of buffers and trail use restrictions.
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- (13) *Buildings* should be designed to keep pedestrian walkways or public areas and *building* entrances free from snow shed. Snow shed areas should be located in areas able to accommodate the snow accumulation and allow for periodic snow removal, but which do not impede access or visibility for pedestrian or vehicular flow.
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- (14) Play areas and parks should be incorporated into multiple-unit dwelling neighbourhoods.
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- (15) No *structures*, site furnishings or objects should be located as to inhibit snow removal, snow storage or pedestrian movement.
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10.2.10 Environmentally Sensitive Areas and Areas Subject to Slope Hazards

- (1) Development Permits may include conditions and requirements for the planting or retention of trees or other vegetation to preserve, protect, restore, or enhance fish habitat or riparian areas, if recommended by a qualified environmental professional in a report prepared under [Section 10.2.10\(2\)](#).

- (2) No *building* or *structure* may be sited within any riparian assessment area unless a qualified environmental professional has provided the assessment report and certification described in the Riparian Areas Protection Regulation and the owner implements the protection measures identified in the report, and for the purposes of this Section, the terms “riparian assessment area”, “qualified environmental professional” and “assessment report” shall have the meanings prescribed in the Regulation.

- (3) Development Permits may include conditions and requirements as they relate to construction activities and land alteration in proximity to Williamson Lake to ensure measures for environmental protection during all phases of *development* as may be recommended by a qualified environmental professional to minimize any impacts to sensitive environmental or ecological features.

- (4) Development Permits may include conditions and requirements as it relates to *development* in proximity to Williamson Lake to ensure appropriate pedestrian connectivity as per any approved *City* master plans when completed in accordance with the recommendations of a qualified environmental professional.

- (5) Areas identified in the Official Community Plan should be protected. Any *structures* within these areas should be built in a manner which ensures the preservation and protection of the natural resources identified within these areas.

- (6) Development Permits should include, as required, conditions and requirements for protection of slopes over 30% or unstable slopes from *development*, if recommended by a geotechnical engineer.

- (7) Steep slopes exposed during construction should be re-vegetated.

- (8) Contour lines should be provided for all site plans, with intervals no less than three metre.

- (9) Silt fencing should be provided between disturbed land and riparian areas and / or their buffers.

- (10) Any required buffer or area to be protected should be marked on site with highly visible construction fencing prior to any disturbance.

- (11) *Landscaping* adjacent to riparian areas or wetlands must be with plantings requiring no pesticide or herbicide use.

- (12) Grading plans with sediment and erosion control measures for all *development* must be submitted to the City of Revelstoke for prior to any ground disturbance.

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10.2.11 Off-Street Parking and Loading

- (1) The off-street parking regulations as contained in [Section 11](#) shall apply, except where otherwise noted within this Section.

- (2) The off-street loading regulations as contained in [Section 12](#) shall apply, except where otherwise noted within this Section.

- (3) *Public parking areas* provided in association with ski lifts and related facilities shall be divided into identifiable sub-areas through the use of *landscaping*, and elevation changes, and screened from view from adjacent public and residential areas by a *landscaping* screen or *landscaped* berm with a minimum height of 1.83 m. Curbing is not required for any permeable surface *public parking areas*.

- (4) Development Permit conditions may vary or supplement the parking regulations as contained in [Section 11](#) and this Section in relation to Areas other than Areas 1, 9 and 10 on [CD-02 Schedule A](#) for the purpose of:
 - a. Accommodating the recommendations of a Qualified Environmental Professional with respect to the siting of off-street parking and loading areas in relation to riparian assessment areas.
 - b. Acknowledging the complementary nature of land uses in particular *buildings* that may result in a reduced aggregate requirement for off-street *parking spaces*.
 - c. Acknowledging the extent to which resort users arrive at the resort by means of transportation other than motor vehicles and do not require off-street *parking spaces*.

- (5) A Development Permit may authorize the use of permeable surfaces for off-street *parking areas* when it is developed in a manner to promote low impact *development*, enhanced infiltration and stormwater management, reduction of green house gas emissions, or to enhance the appearance of a *parking area*.

- (6) Parking should be placed beneath and / or behind *buildings* to the maximum extent possible.

- (7) Any *parking areas* visible from the *street* or publicly used open spaces should be *landscaped*.

- (8) *Landscaping* should be incorporated into parking *lot* design and used to define traffic circulation patterns and to provide for snow storage areas.

- (9) Surface *parking areas* should be screened from pedestrian and vehicular traffic.

- (10) Notwithstanding [Section 10.2.11\(1\)](#), minimum *parking space* requirements shall be in accordance with Table 2 as shown in [Section 10.2.12](#).

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10.2.12 Table 2 – Minimum Parking Requirements

Use	Number of Parking Spaces
<i>Multi-unit dwelling</i>	Studio suite – 0.5 <i>parking spaces</i> per unit
	One bedroom – 1 <i>parking space</i> per unit
	Two bedroom – 1.5 <i>parking spaces</i> per unit
	Three or more bedroom – 2 <i>parking spaces</i> per unit
	10% of the total required <i>parking spaces</i> per <i>building</i> or row house <i>dwelling units</i> that share a <i>common wall</i> shall be provided as dedicated visitor parking.
<i>Dwelling units</i> used for resort employee housing	0.15 <i>parking spaces</i> per bed unit
<i>Tourist accommodation</i> units located within Resort Core neighbourhoods 1 and 9	0.5 <i>parking spaces</i> per unit
All <i>non-residential uses</i> within a 450.0 metres radius of the designated day use parking lot	0 <i>parking spaces</i>

10.2.13 Garbage, Recycling and Service Areas

- (1) Loading areas, garbage containers and recycling bins shall be screened from view by a *landscaping* screen, a solid decorative fence, or a combination of both to a minimum height of 2.5 m. The *screening* shall not include locking mechanisms or enclosure devices that prohibit access to bins or containers.
- (2) Service areas should be screened from view from *streets* or *buildings* to minimize visual impacts.
- (3) Centralized wildlife proof garbage, composting and *recycling depots* should be provided for commercial and *residential use*.
- (4) All trash or recycling receptacles and storage containers should be wildlife proof.

10.2.14 Landscaping

- (1) The general regulations as contained in [Section 4.10](#) for *landscaping* are not applicable for *development* within this zone.
- (2) Development Permits may include *landscaping* conditions and requirements for the protection of *development* from wildfire hazard and in particular:
 - a. Specify plant materials that may and may not be used and the locations where they may be used.
 - b. Require the removal of accumulations of woody fuel and the maintenance of forest interface areas free of woody fuel.
- (3) Trees adjacent to roads on private *lots* are encouraged, provided they do not cause safety problems for pedestrian or vehicular traffic, including emergency vehicles, and do not impede snow removal operations.
- (4) *Landscaping* provided should be sited appropriately to distance wildfire ‘fuel’ from *structures* or *buildings* and provided in a manner that mitigates potential fire hazards.

Section 1: Administration and Enforcement	Section 2: Interpretation	Section 3: Definitions	Section 4: General Regulations	Section 5: Use-Specific Regulations	Section 6: Residential (R) Zones
Section 7: Mixed Use (MU) and Commercial (C) Zones	Section 8: Industrial (I) Zones	Section 9: Environment and Rural Recreation (E) / Public Use (P) Zones	Section 10: Comprehensive Development (CD) Zones	Section 11: Off-Street Parking Regulations	Section 12: Off-Street Loading Regulations

10.2.15 Form and Character of Buildings and Neighbourhoods

- (1) *Building* forms should provide view corridors between *building* clusters.

- (2) *Buildings* should minimize the blocking of sunlight to areas used by the public including plazas, pedestrian walkways, and accessible open spaces.

- (3) Commercial and mixed-used *buildings* should be scaled to enhance outdoor spaces for pedestrian use and comfort. This may include distinct *building* bases, detailing at the ground level, giving scale to upper levels, and providing high-quality wall materials.

- (4) Rooflines with generous overhangs should be provided for weather protection.

- (5) Roofs should incorporate design interest features such as changes of height, dormers, or special architectural features to avoid uninterrupted or long horizontal roof forms.

- (6) Slight steps in *building* walls or changes in alignment, color or materials should be incorporated to provide variety in *building* character.

- (7) *Building* features such as balconies or decks should be complementary to the character and materials of the *building*.

- (8) Entrances should give character to the *building* by including careful detailing of moldings, frames, paneling and hardware.

- (9) *Building* entryways, lobbies, stairs, corridors, and exterior walkways should be designed to accommodate people wearing ski boots and carrying bulky equipment. Extra width, pedestrian access grades and more durable materials should be provided to accommodate skier traffic.

- (10) Entrances to *buildings* should be connected to *parking areas*, sidewalks and public areas in a manner that allows for wheelchair access.

- (11) Roof mounted mechanical equipment should be concealed from view and *screening* should be complementary to the overall *building* design.

- (12) Above grade equipment should be screened from view and located in areas of limited visibility to pedestrian or vehicular traffic.

- (13) All mechanical equipment areas and *structures* should be shown on drawings submitted for Development Permit approval.

- (14) Roof materials should be of Class A fire resistant materials.

- (15) Materials should be complementary to those of *abutting lots*.

- (16) Stone-faced walls, horizontal lap siding or vertical board and batten, heavy timber and easy-to-maintain materials should be used on *building* exteriors. Consideration should be given to fire-resistance of materials.

- (17) All materials and colours to be used must be submitted to the City of Revelstoke with the Development Permit application.

- (18) Colours should be colours found in the natural setting of the resort lands or compatible with such colours, which have low reflectivity and are combined in complementary compositions.

Section 1: Administration and Enforcement	Section 2: Interpretation	Section 3: Definitions	Section 4: General Regulations	Section 5: Use-Specific Regulations	Section 6: Residential (R) Zones
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- (19) Appropriate lighting should be provided to all entrances, arcades, passageways for safety and aesthetic quality.

- (20) Light fixtures attached to *buildings* should be reflected to enhance the architecture.

- (21) Exterior lighting should not project above the horizontal or onto *abutting lots or uses*.

- (22) All *streets, lanes, pedestrian walkways, and parking areas* should provide adequate illumination for safety and directional orientation.

- (23) All *on-building, and street* lighting should minimize ambient light pollution and should include hooded fixtures.

- (24) All *development* should adhere to initiatives provided in the Fire Smart Manual, including providing chimney spark-arrestors, fire-retardant roofing, fire-resistant siding, non-combustible or fire-resistant materials for balconies and decks, and the enclosure of undersides of decks or overhangs.

- (25) Commercial *use* signage should comply with the regulations set forth in the [City of Revelstoke Sign Bylaw](#), as amended from time to time.

- (26) Residential *use* signage should comply with the regulations set forth in the City of Revelstoke Sign Bylaw, as amended from time to time.

- (27) Internally lit signs are discouraged.

- (28) Lighting fixtures for signage should be aimed and shielded to minimize glare and should complement the *buildings* architectural detailing.

- (29) Commercial signage should be at a pedestrian scale.

- (30) A comprehensive sign plan must be submitted with the Development Permit application.

- (31) Commercial *use* signage should comply with the regulations set forth in the [City of Revelstoke Sign Bylaw](#), as amended from time to time.

10.2.16 Other Conditions of Use

Accessory Buildings

- (1) The use-specific regulations as contained in [Section 5.1](#) shall apply to all *accessory buildings*.

Accessory Dwelling Units

- (2) The use-specific regulations as contained in [Section 5.2](#) shall apply to *accessory dwelling units* in this zone.

Bed and Breakfast

- (3) The use-specific regulations as contained in [Section 5.5](#) shall apply to all *bed and breakfasts*.

Section 1: Administration and Enforcement	Section 2: Interpretation	Section 3: Definitions	Section 4: General Regulations	Section 5: Use-Specific Regulations	Section 6: Residential (R) Zones
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Beekeeping (Apiculture)

(4) The use-specific regulations as contained in [Section 5.4](#) apply to all beekeeping.

Building Height Exemptions

(5) The general regulations as contained in [Section 4.2](#) apply to all *buildings* with respect to exemptions to the maximum *building height*.

Home Based Businesses

(6) The use-specific regulations as contained in [Section 5.9](#) shall apply to all *home based businesses*.

Fences, Retaining Walls, and Similar Features

(7) The general regulations as contained in [Section 4.8](#) shall apply to all fences, retaining walls, and similar features.

Irregular Shaped Lots

(8) The general regulations as contained in [Section 4.3](#) apply to all irregular shaped *lots*.

Permitted Uses in all Zones

(9) The general regulations as contained in [Section 4.1](#) of this Bylaw include *uses* that are permitted in addition to the *uses* permitted within this zone.

Short Term Rental

(10) The use of a *dwelling unit* for *temporary* commercial tourist accommodation whether by means of a rental pool or not, is permitted anywhere within this zone.

Swimming Pools, Hot Tubs, and Saunas

(11) The general regulations as contained in [Section 4.9](#) shall not apply to all swimming pools, hot tubs, and saunas within this zone.

Temporary Buildings and Use of a Recreational Vehicle During Construction

(12) The general regulations as contained in [Section 4.7](#) apply to *temporary buildings* and residing in a *recreational vehicle* during construction.

Vehicle Storage

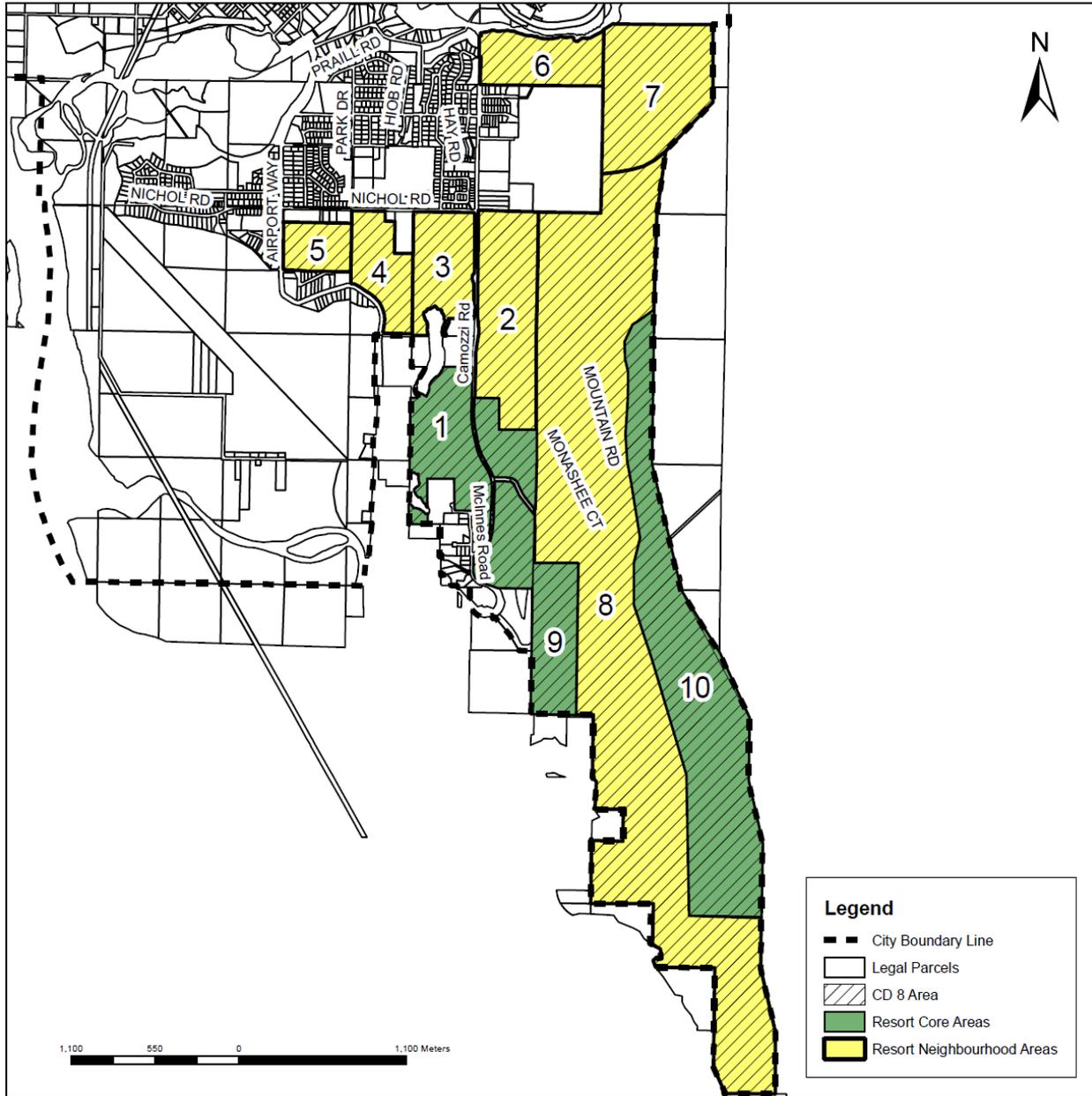
(13) The general regulations as contained in [Section 4.6](#) shall apply to all parking and storage of *recreational vehicles*, boats, *commercial vehicles* and equipment.

Vision Clearance at Intersections

(14) The general regulations as contained in [Section 4.4](#) apply to all *development* within this zone.

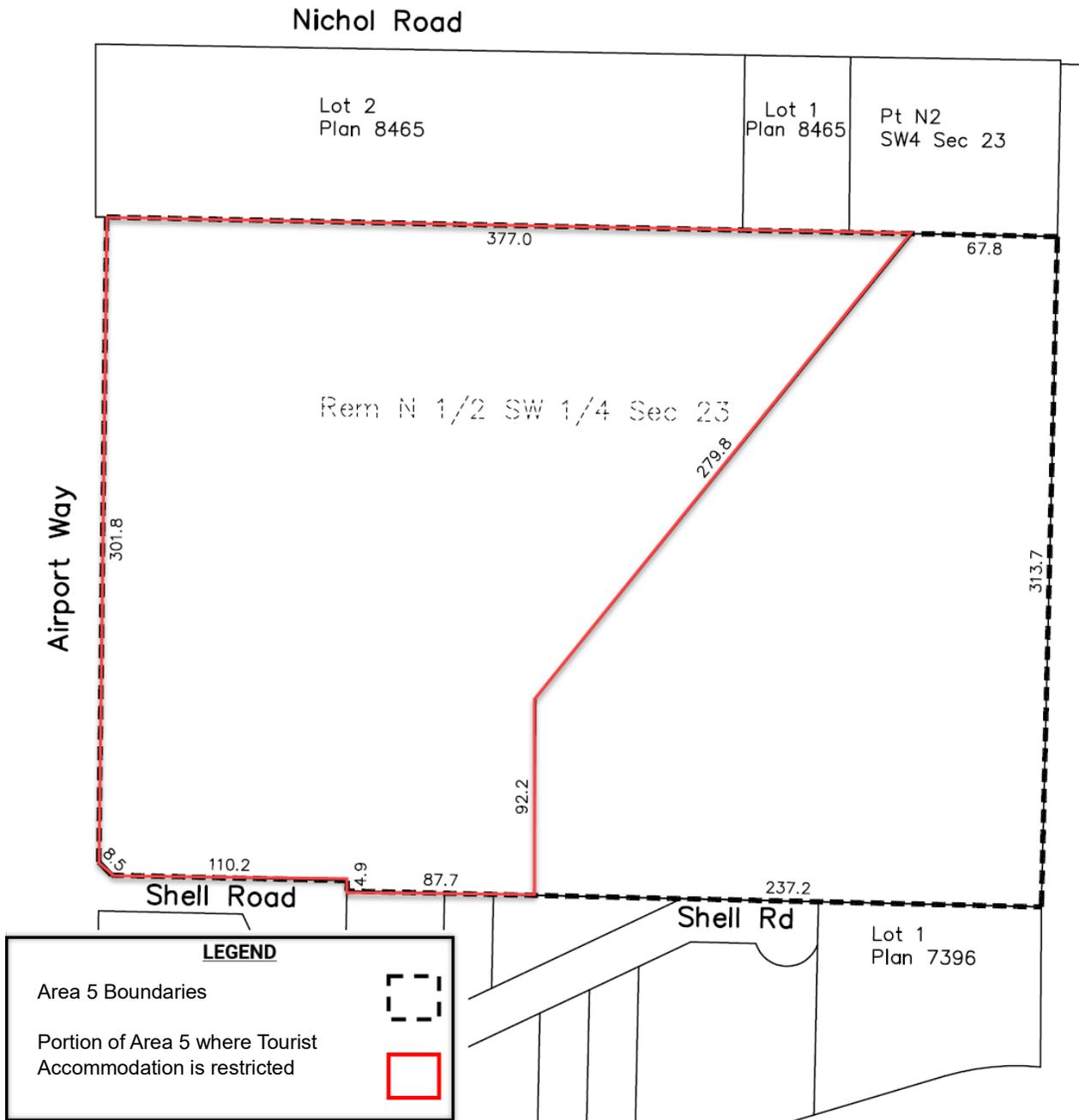
Section 1: Administration and Enforcement	Section 2: Interpretation	Section 3: Definitions	Section 4: General Regulations	Section 5: Use-Specific Regulations	Section 6: Residential (R) Zones
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10.2.17 CD-02 Schedule A – Resort Neighbourhood and Resort Core Areas



Section 1: Administration and Enforcement	Section 2: Interpretation	Section 3: Definitions	Section 4: General Regulations	Section 5: Use-Specific Regulations	Section 6: Residential (R) Zones
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10.2.18 CD-02 Schedule B – Area 5 Restriction



Section 1: Administration and Enforcement	Section 2: Interpretation	Section 3: Definitions	Section 4: General Regulations	Section 5: Use-Specific Regulations	Section 6: Residential (R) Zones
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Schedule "J"
Contract of Purchase and Sale

CONTRACT OF PURCHASE AND SALE

THE PURCHASER HEREBY OFFERS to purchase the Strata Lot for the Purchase Price on the terms and conditions contained in this Agreement.

“Seller” **Northland Properties Corporation**

“Purchaser”

Address: _____

Telephone: _____

E-mail: _____

Occupation or principal business: _____

Date of Birth (if individual): _____

Date of Birth (in individual): _____

Identification: _____

Identification: _____

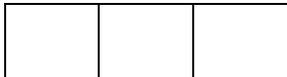
Residency:
Is the Purchaser a “non-resident” of Canada as defined under the *Income Tax Act* (Canada) YES NO.

Residency:
Is the Purchaser a “non-resident” of Canada as defined under the *Income Tax Act* (Canada) YES NO.

Is the Purchaser a “non-Canadian” as defined under the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) YES NO.

Is the Purchaser a “non-Canadian” as defined under the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada) YES NO.

“Strata Lot” Proposed strata lot _____, unit number _____, (the “Strata Lot”) to be constructed in a development known as “The Benchland Townhomes” (the “Development”) on lands presently legally described as PID: 010-884-165 The southeast quarter of Section 23, Township 23, Range 2 West of the 6th Meridian, Kootenay District except (1) Parcel A (Reference Plan 6926) and (2) parts included in Plans 8496, 14766, NEP19168, NEP19836 and NEP83496 and PID: 014-013-924 The north half of the southwest quarter of Section 23, Township 23, Range 2 West of the 6th Meridian, Kootenay District except (1) part included in Plan 11424, (2) Parcel 1 (reference plan 7168) and (3) Parcel A (reference Plan 48414) (the “North Half Property”), together with all furnishings, fixtures, and equipment relating thereto as more particularly described in the Disclosure Statement and as set out in any Addendum(s) hereto.



“Purchase Price” The Purchase Price for the Strata Lot is \$ _____, (plus any amount payable for upgrades and other extras). The Purchaser acknowledges and agrees that the Purchase Price is exclusive of applicable taxes, including, without limitation, property transfer taxes, Goods and Services Tax (“GST”) and any other federal or provincial sales, services value added, transition or other tax.

A “Initial Deposit” in the amount of \$ _____ (equal to 10% of the Purchase Price) shall be paid to the Seller (payable to the Seller’s solicitors, Pushor Mitchell LLP, in Trust) within 72 hours of acceptance of this Agreement by the Seller.

A “Second Deposit” in the amount of \$ _____ (equal to 10% of the Purchase Price) shall be paid to the Seller (payable to the Seller’s solicitors, Pushor Mitchell LLP, in Trust) within 30 days of the Purchaser receiving from the Seller an Amendment to the Disclosure Statement setting out building permit and construction financing particulars.

If a Consolidated Disclosure Statement or an Amendment to Disclosure Statement setting out building permit and construction financing particulars in respect of the Strata Lot has already been delivered to the Purchaser, then the Initial Deposit and Second Deposit shall be paid to the Seller (payable to the Seller’s solicitors, Pushor Mitchell LLP, in Trust) within 72 hours of acceptance of this Agreement by the Seller.

(the Initial Deposit and Second Deposit when paid, are collectively called the “Deposit”).

The balance of the Purchase Price, subject to closing adjustments, shall be paid by certified cheque or bank draft on the Completion Date.

“Furnishings” The Purchase Price includes the following equipment, appliances and furnishings:

- [a] window coverings [b] electric range [c] refrigerator
- [d] dishwasher [e] microwave [f] washer / dryer

“Completion Date” The Completion Date for the purchase and sale of the Strata Lot will be set out in paragraph 2 of Schedule A.

“Disclosure Statement” The Disclosure Statement is the document filed with the Superintendent of Real Estate as required by the *Real Estate Development Marketing Act* in relation to the Development.

“Purchaser’s Offer” The Purchaser hereby offers and, if this offer is accepted by the Seller, agrees to purchase from the Seller the Strata Lot and certain rights to the Strata Lot on the terms set out above and on Schedules A, B, and C hereto which forms part of this Agreement. The Purchaser’s Offer herein will be open for acceptance by the Seller on presentation until 11:59 p.m. on _____, 20____ and upon acceptance by the Seller signing a copy of this Agreement, there will be a binding agreement of sale



and purchase in respect to the Strata Lot for the Purchase Price, on the terms and subject to conditions set out herein.

The Purchaser's obligation to complete the purchase of the Strata Lot is subject to and conditional upon the following (collectively, the "Purchaser's Condition"):

provided that the foregoing conditions are for the sole benefit of the Purchaser and may be unilaterally waived in whole or in part by the Purchaser at any time before the date specified above, by the Purchaser giving notice to the Seller. In the event that the Purchaser's Condition is not satisfied or waived on or before the date specified, failing further agreement between the parties, the Deposit shall be returned to the Purchaser without deduction, and this Agreement will be null and void, and neither party shall have further obligations to the other.

Upon acceptance of this offer by the Seller, this Contract of Purchase and Sale including Schedules A, B, and C attached shall become a binding contract for the purchase and sale of the Strata Lot in accordance with its terms. The Seller and/or Purchaser may make this offer or accept it by executing in counterpart a facsimile copy of this offer and delivering it by facsimile or by any other means to the other party.

DATED: _____, 20_____.

WITNESS:

Name:

PURCHASER: _____

Name:

PURCHASER: _____

Northland Properties Corporation. hereby accept the Purchaser's offer and agrees to sell the Strata Lot to the Purchaser in accordance with this Agreement this _____ day of _____, 20 _____.

Northland Properties Corporation
Per:

Authorized Signatory

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SCHEDULE A

ADDITIONAL TERMS AND CONDITIONS

1. DEPOSIT- The Deposit shall be paid by certified cheque, or bank draft or electronic funds transfer by the Purchaser, and shall be held as a stakeholder by the Seller’s Solicitor, in trust. The Deposit is non-refundable and is absolutely forfeited to the Seller without prejudice to the Seller’s other remedies if the sale and purchase contemplated by this Agreement is not completed by reason of the Purchaser’s default under this Agreement. Notwithstanding the foregoing, the Seller may wait to forward the Deposit to the Seller’s Solicitor until the seven (7) day rescission period pursuant to the *Real Estate Development Marketing Act* has passed and the Purchaser has not rescinded this Agreement by such time.

2. COMPLETION DATE –

(a) The Purchaser will pay the balance of the Purchase Price, as adjusted in accordance with this Contract by delivery to the Seller’s Solicitor of a solicitor’s certified trust cheque, a certified cheque or bank draft by no later than 2:00 p.m. on the Completion Date. The Completion Date will be a date established by the Seller and set out in a written notice (the “Completion Notice”) to the Purchaser or their solicitor (the date so established herein called the “Completion Date”) which shall be a minimum of 14 days after the date on which the Seller has delivered such notice to the Purchaser or their solicitor. The Completion Date shall be after the date that permission has been given to occupy the Strata Lot and title to the Strata Lot has been issued by the appropriate Land Title Office. The Seller presently anticipates that issuance of title by the Kamloops Land Title Office of the Strata Lot will be given on or about the ____ day of _____, 20____. For the purposes of this paragraph, permission to occupy the Strata Lot means the initial permission, whether such permission is temporary, conditional, or final and refers to occupation of the Strata Lot only and not to occupation of other strata lots or common property in the Development. If the Strata Lot is not ready to be occupied on the Completion Date so established by the Completion Notice, then the Seller may delay the Completion Date from time to time as required, by written notice of such delay to the Purchaser or the Purchaser’s solicitors (each, a “Completion Extension Notice”).

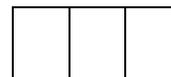
(b) The Completion Date will be no later than the ____ day of _____, 20____ (the “Outside Completion Date”), provided that if the Seller is delayed from transferring the Strata Lot because of any circumstance described in paragraph 2(c), the Seller may at any time on or before the Completion Date by written notice (the “Notice”) addressed to the Purchaser and delivered to the Purchaser, Purchasers Agent or Purchasers Solicitor by electronic means, including, without limitation, e-mail, extend the Outside Completion Date to such later date as may be specified in the Notice provided that if the Outside Completion Date must be extended for more than 6 months, then the Purchaser may, at their option (which option must be exercised within 5 days after receipt of the Notice), terminate this Agreement by giving written notice to such effect to the Seller. Upon such termination, the Deposit will be returned by the Seller to the Purchaser forthwith upon notice of termination and the Seller and the Purchaser shall thereafter have no further obligations to one another. Any references to the Completion Date will be a reference to the Completion Date as may be extended pursuant to this paragraph 2(b).

(c) If the Seller is delayed in transferring the Strata Lot or in doing anything the Seller is required to do pursuant to this Agreement and the delay is caused by any condition or cause beyond the reasonable control of the Seller including, without limitation, acts or omissions by third parties not related to the Seller, strike, lockout, labour dispute, epidemic, pandemic, outbreak, disease or other public health emergency, unusual geotechnical conditions, climatic conditions, acts of god, inability to obtain labour or material, laws, ordinances, rules, regulations or orders of governmental authorities, enemy or hostile action, civil commotion, fire or other casualty, the time

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for transferring the Strata Lot or for the Seller doing anything the Seller is required to do pursuant to this Agreement may be extended by a time equivalent to the period of such delay.

3. **ADJUSTMENT DATE** – All adjustments relating to the purchase of the Strata Lot with respect to taxes, utilities and other items normally adjusted between a Seller and a Purchaser will be made on the Completion Date.
4. **PROPERTY TAXES** – The Purchaser hereby acknowledges and agrees that there may not be individual municipal property tax notices issued in respect of the Strata Lot prior to the Completion Date, and in such case the Purchaser covenants and agrees that municipal property taxes for the Lands will be adjusted on the basis of the unit entitlement of the Strata Lot as a percentage of the aggregate unit entitlements of all strata lots within the strata plan (the “Strata Plan”) of which the Strata Lot forms a part. If the Completion Date occurs prior to the date upon which municipal property taxes are due in respect of the Lands or Strata Lot, then notwithstanding that the Purchaser may not be entitled to an individual tax receipt in respect of the Strata Lot, the Purchaser shall pay the adjusted tax portion to the Seller, who hereby covenants and agrees to pay municipal property taxes for the current year in respect of the Lands and Strata Lot. Provided, however, that the Seller or Seller’s solicitor shall not be required to provide an undertaking with respect to payment of such taxes as a condition of completing the purchase and sale of the Strata Lot on the Completion Date.
5. **OCCUPANCY DATE** – Provided that the Seller’s solicitors have received the adjusted Purchase Price from the Purchaser in accordance with the terms of this Agreement, the Purchaser shall have occupancy of the Strata Lot after 12:00 p.m. on the day following the Completion Date. The Purchaser will be responsible for all utility charges as of the Occupancy Date and must ensure that they notify the necessary utility companies to have the utilities transferred into his/her/its name on the Occupancy Date. If the Purchaser does not transfer the utilities into the Purchaser’s name as of the Occupancy Date, then any charges to the Seller that should be the Purchaser’s responsibility will be paid to the Seller in full within 5 business days after notification thereof from the Seller. If such amount is not paid within such period, a charge of \$100.00 will be applied to the outstanding amount and a further \$100 will be applied thereafter for each additional month during which the amount remains outstanding.
6. **DEVELOPMENT** - The Seller will proceed to construct the development (the “Development”) as set out in the Disclosure Statement, provided that the Seller may make modifications as are desirable and reasonable.
7. **FINISHING** – The Seller will provide materials and labour to complete the interior finishing of the Strata Lot in reasonable conformity with the specifications set out in the Disclosure Statement. The Seller reserves the right to make minor variances or changes to the work, if in the Seller’s opinion such minor variations or changes are necessary. Any such variations or changes will be within the general scope and intent of the specifications and if materials are substituted those substituted will be equal or better quality, which is to be determined at the sole discretion of the Seller, and in all circumstances be fit for the purposes for which they are used. The Seller shall substantially complete the performance of the work in a good and workman like manner by the Completion Date.
8. **CONSTRUCTION** – The Purchaser acknowledges and agrees that area measurements are approximate and based on architectural drawings and measurements. Final floor plan and surveyed areas may vary. The Strata Lot is as shown on the sketch plan forming party of the Disclosure Statement. The Seller may make alterations to the features and layout of the Strata Lot which are desirable in the discretion of the Seller. The Seller reserves the right to alter the common property of the Development at any time and from time to time, if, in its sole discretion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration or aesthetics. The proposed dimensions, lot lines and location of the strata lots in the Development are set out in the sketch plan. The actual size, dimensions, and/or configuration of the strata lots, balconies, patios, and/or decks and/or other limited common property as set forth in the final strata plan for the Development may vary



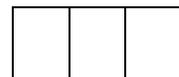
from what is depicted on the sketch plan. The areas and dimensions of the strata lots in the Development set out in the marketing materials are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots (including the Strata Lot) in the Development. In the event of any discrepancy between the area, size, dimensions, location and or configuration of the strata lots, balconies, patios and/or decks and/or other limited common property in the sketch plan and/or any architectural plans relating to the Development and/or any marketing materials and the final strata plan, the final strata plan will prevail.

9. **MINOR DISCREPANCIES** – The Seller represents and warrants that the area of the Strata Lot will be no more than 5% smaller than indicated in the Disclosure Statement when measured in accordance with the *Strata Property Act* (British Columbia). If the area of the Strata Lot is more than 5% smaller, then the Purchase Price will be reduced by a percentage equal to the number of percent by which the area of the Strata Lot is more than 5% smaller.

10. **INSPECTION** – The Purchaser and a representative of the Seller shall inspect the Strata Lot at such reasonable time on or before the Completion Date as may be specified by the Seller in writing (the “Inspection Notice”). At the conclusion of such inspection, a list (the “List”) of any defects or deficiencies shall be prepared and signed by a representative of the Seller and the Purchaser. Upon the List being signed by the Seller and the Purchaser, the Purchaser shall be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot, subject only to the correction of such defects or deficiencies by the Seller. If the Purchaser neglects to attend, or is absent from the inspection on the date as set out in the Inspection Notice, then it is understood that the Purchaser has forfeit its right to inspection of the Strata Lot prior to the Completion Date, and if so forfeited, the Purchaser will be deemed to be satisfied with and to have accepted the physical condition of the Strata Lot on the Completion Date. The Purchaser acknowledges and agrees that:
 - (a) while the Seller will endeavour to rectify the defects or deficiencies in the List prior to the Completion Date, the Seller does not guarantee that it will do so and the Seller may elect to rectify the deficiencies following the Completion Date within a reasonable period of time;
 - (b) the Seller and its representatives will have the right to enter the Strata Lot following the Completion Date during normal working hours, with reasonable notice, in order to carry out the work necessary to rectify the deficiencies;
 - (c) the manner in which the deficiencies are rectified will be determined by the Seller in its sole and absolute discretion;
 - (d) there will be no holdback from the Purchase Price in respect of the deficiencies; and
 - (e) the Purchaser will not be entitled to have access to the Development prior to the Occupancy Date except on the date or dates set by the Seller for inspection.

11. **RISK** – The Strata Lot will be at the Seller’s risk and shall be insured by it until 12:01 a.m. on the Completion Date, and thereafter shall be at the Purchaser’s risk.

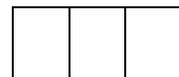
12. **BUILDER’S LIEN** – The Seller acknowledges that there may be a builder’s lien holdback (the “Holdback”), as required by the *Strata Property Act* of British Columbia and *Builders Lien Act* of British Columbia or successor statutes. The Purchaser agrees the Holdback shall be paid to the Seller’s solicitor on the Completion Date and shall be held in trust for the Purchaser pursuant to the *Strata Property Act* of British Columbia and *Builders Lien Act* of British Columbia or successor statute solely in respect of any lien claims registered in the appropriate Land Title Office in connection with work done on the building comprising the Strata Lot.



- 13. SELLER'S REPRESENTATIONS** – The Seller hereby represents and warrants that on the Completion Date, the Seller will cause good and marketable title to the Strata Lot to be transferred to the Purchaser, subject only to subsisting conditions, provisions, restrictions, expectations and reservations contained in the original grant or in any other grant or disposition from the Crown, except as set out in the Disclosure Statement (the subsisting conditions, provisions, restrictions, expectations and reservations contained in the original grant or in any other grant or disposition from the Crown and those encumbrances and charges set out in the Disclosure Statement are collectively referred to as the “Permitted Encumbrances”), and except for the Seller’s financial charges to be discharged by the Seller as provided in paragraph 16 of this Agreement.
- 14. WARRANTY** – Other than a written warranty effective from the date of occupancy to be issued by the Seller to the Purchaser by an approved warranty company pursuant to the provisions of the Homeowner Protection Act, it is agreed that there are no representations, warranties, guarantees, promises or agreements other than those contained herein, all of which shall survive the closing the within purchase and sale and shall not merge therewith.
- 15. CLOSING PROCEDURES** – The Purchaser’s solicitors will prepare and deliver to the Seller’s solicitors at least 5 (five) business days prior to the Completion Date, a Statement of Adjustments, and a Form A Freehold transfer (the “Transfer”) for the Strata Lot. The Seller will execute and deliver the Transfer, and the Statement of Adjustments to the Purchaser’s Solicitor on their undertaking:
- (a) not to register the Transfer unless and until they hold in their trust account the balance of the Purchase Price pursuant to the Statement of Adjustment subject to the right of the purchaser to finance the purchase pursuant to paragraph 16;
 - (b) pay to the Seller’s solicitor the balance of the Purchase Price, as adjusted, on the Completion Date, upon lodging of the transfer and new mortgage documents and advance by the mortgagee of the mortgage proceeds, and after receipt of a satisfactory post registration search at the Land Titles Office indicating that in the normal course of Land Title Office routine, the title shall be issued in the name of the Purchaser subject to the Permitted Encumbrances and prior financial charges, and subject to the right to pay the funds to Seller’s solicitor on the undertaking to payout and discharge existing financial charges pursuant to paragraph 16;
 - (c) in the event the balance of the Purchase Price, subject to the adjustments provided for hereunder, is not made on the Completion Date to the Seller’s Solicitors, to:
 - (i) return the signed Transfer to Seller’s Solicitors in unregistered form, upon demand; or
 - (ii) if the Transfer has been submitted for registration to the Land Title Office, to apply to the Registrar of Land Title Office to have the Transfer withdrawn and to return the signed Transfer to the Seller’s Solicitors.

The Purchaser will pay all costs relating to the transfer of title to the Strata Lot, including Property Transfer Tax and applicable Goods and Services Tax. Upon submitting the Transfer for registration, the Purchaser consents to the Deposit being paid to the Seller and to be applied to the Purchase Price.

- 16. FINANCING AND CLEARING TITLE** – If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser may wait to pay the Purchase Price to the Seller on the Completion Date 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 Purchaser has:
- (a) made available for tender to the Seller that portion of the Purchase Price, plus GST (if applicable), not secured by the new mortgage;
 - (b) fulfilled all the new mortgagee’s conditions for funding; and



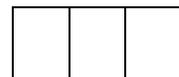
- (c) made available to the Seller a lawyer's undertaking to pay the Purchase Price, as adjusted, to the Seller, on the Completion Date, upon lodging of the transfer and new mortgage documents and advance by the mortgagee of the mortgage proceeds, and after receipt of a satisfactory post registration search at the Land Titles Office indicating that in the normal course of Land Title Office routine, the title shall be issued in the name of the Purchaser subject to the Permitted Encumbrances and prior financial charges.

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, plus GST (if applicable), but in this event, the Purchaser may pay the Purchase Price to the Seller's solicitor in trust on undertakings to:

- (a) pay to the charge holder the amount required by its written statement to payout and legally obligate the charge holder to discharge its security which is registered against the title to the Strata Lot on the trust condition that it will provide the Seller's solicitors with a registrable form of partial discharge of those charges within a reasonable period of time;
- (b) that upon receipt of the registrable partial discharges, file the same for registration in the Kamloops Land Title Office and provide the Purchaser's solicitors with registration particulars as soon as they are available.

The Purchaser acknowledges that the Seller's financing may remain as a charge against the common property of the Development, and as a charge in the Personal Property Registry until the Seller has completed the sale of the balance of the strata lots in the Development, whereupon the Seller covenants that such financing security will be discharged entirely. The Purchaser acknowledges that no undertaking shall be required from the solicitor for the Seller relating to the discharge of the Personal Property Registry charge.

- 17. REMEDIES OF THE SELLER** – If the Purchaser does not comply with the terms of this Agreement, the Seller may at its option, by notice in writing to the Purchaser, cancel this Agreement which shall then be of no further force and effect and the Deposit(s) shall be non-refundable and absolutely forfeited to the Seller on account of damages but without prejudice to any further right or remedies of the Seller.
- 18. NOTICE** – Any notices to be given under this Agreement, or notices of amendments to Disclosure Statements or consolidated Disclosure Statements shall be in writing addressed to the respective parties or their respective solicitors and sent by postage prepaid (air mail if to or from outside of Canada) or delivered by hand or transmitted by telecopy or e-mail to the addresses set out above, or such other address as any party may notify all other parties in accordance with this provision, and shall be deemed to have been received, if delivered, transmitted or e-mailed when delivered, transmitted or e-mailed and if mailed, on the fifth business day after such mailing. The Purchaser consents to receipt of notices as set out in this paragraph. The Purchaser must deliver written notice to the Seller, and/or the Seller's agent each time the Purchaser's email or postal address changes (an "Address Change Notice"). For the purposes of this Contract: (i) "Purchaser Email Address" means the email address for the Purchaser set out on page 1 of this Contract, as may be changed only by an Address Change Notice; (ii) "Purchaser Postal Address" means the postal address for the Purchaser set out on page 1 of this Contract, as may be changed only by an Address Change Notice;
- 19. GOVERNING LAW** – This Agreement shall be governed by the laws of the Province of British Columbia. The Seller and Purchaser agree to attorn to the jurisdiction of the British Columbia Courts which shall have the exclusive jurisdiction to determine any legal dispute arising out of this Agreement.
- 20. TIME OF THE ESSENCE** – Time shall be of the essence of this Agreement.



21. INTEREST IN LAND – Upon title to the Strata Lot being registered in the Land Title Office in the Purchaser’s name, the Purchaser shall become the absolute owner (fee simple) of the Strata Lot; however, until such time this Agreement of Purchase and Sale shall not create any interest in land and shall not be registered in the Land Title Office.

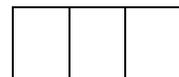
22. BINDING EFFECT – This Agreement shall be binding upon the Seller and the Purchaser and their respective heirs, executors, administrators, successors, and assigns.

23. ASSIGNMENT –

- (a) Without the Seller’s prior consent, any assignment of this Agreement is prohibited. Consent to an assignment may be unreasonably withheld by the Developer in the Developer’s sole discretion.
- (b) An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of 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.
- (c) Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.
- (d) Before the Seller consents to the assignment of this 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 the following:
 - i. the party’s identity;
 - ii. the party’s contact and business information;
 - iii. the terms of the assignment agreement

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 and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

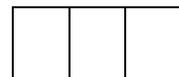
- (e) If the Seller consents to an assignment of this Agreement, such consent will be conditional on the assignee(s) declaration of being exempt to the *Prohibition on the Purchase of Residential Property by Non-Canadians Act (Canada)* and the Purchaser and the assignee(s) entering into an assignment agreement and may, in the Seller’s sole discretion, be subject to an assignment fee in the amount equal to 2.5% of the Purchase Price, plus GST (the “Assignment Fee”), being paid to the Seller by the assignee(s) for the Strata Lot. The Purchaser shall be required to pay all of the Seller’s costs in connection with any assignment, including legal fees and disbursements in the amount of \$2,000 (the Administrative Fee”). In the instance that the assignee is the Purchaser’s spouse, sibling, parent, grandparent, child or grandchild, or a company solely controlled by the Purchaser then the Assignment Fee shall be waived, but an administration fee of \$750.00, plus GST will be required to be paid to the Seller. The Purchaser acknowledges that the Purchaser will at no time be entitled to advertise the Strata Lot for sale in any print or other media or use any of the Seller’s marketing material or images to advertise the offering of an assignment of this Agreement or the sale of the Strata Lot, prior to the Completion Date without written consent from the Seller. The Purchaser will not be released of its obligation to complete the purchase contemplated in this Agreement in the event of the assignee(s) default in their obligations under this Agreement, as assigned.



- 24. COST / GST** – The Purchaser will pay all taxes (including GST), costs, and expenses incurred in connection with the completion of the sale and purchase of the Strata Lot other than the costs of the Seller incurred in clearing title to the Strata Lot of financial encumbrances. If GST is not included in the Purchase Price, the Seller will remit the GST collected from the Purchaser to the Canada Revenue Agency and the Purchaser will be solely responsible to collect any applicable rebate of the GST.
- 25. MISCELLANEOUS** – This Agreement is the entire agreement between the parties and there are no other terms, conditions, representations, warranties or collateral agreements, express or implied, whether made by the Seller, any agent, employee, or representative of the Seller or any other person. All of the terms, conditions, representations, and warranties contained in this Agreement will survive closing and the transfer of the Strata Lot to the Purchaser. If the Purchaser is comprised of more than one person, the covenants and obligations of all parties comprising the Purchaser are joint and several.
- 26. PERSONAL INFORMATION** – The Purchaser and the Seller hereby consent to the collection, use and disclosure by the agents and salespersons described in any appendices or schedules hereto, the real estate boards of which those agents and salespersons are members and, if the Strata Lot is listed on a Multiple Listing Service, the real estate board that operates that Multiple Listing Service, of personal information about the Purchaser and the Seller: (a) for all purposes consistent with the transaction contemplated herein; (b) if the Strata Lot 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 of that real estate board and other real estate boards; (c) for enforcing codes of professional conduct and ethics for members of real estate boards; and (d) for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Privacy Notice and Consent.

The Purchaser also consents to the collection, use, and disclosure of personal information contained in this Agreement, otherwise collected by or on behalf of the Seller for the purpose of assisting the Seller in securing financing for the Development and for additional purposes identified when or before personal information is collected.

- 27. COUNTERPARTS AND DELIVERY BY ELECTRONIC TRANSMISSION** – This Contract and any addendum hereto may be executed in any number of counterparts, each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery of an executed copy of this Contract and any addendum hereto by any party by email in PDF format or by other means of electronic transmission (including, without limitation, through the use of software such as “DocuSign”, “Avesdo”, and other similar electronic execution software) will be as effective as personal delivery of an originally executed copy of this Contract by such party.
- 28. CURRENCY** – All payments contemplated herein will be in Canadian funds and all references herein to dollar amounts are references to dollars in the lawful currency of Canada unless otherwise specified. If any payments are made in a currency other than Canadian currency, the funds received will be converted to Canadian funds by the Seller’s Solicitors and the Purchaser will be credited with the Canadian funds actually received by the Seller’s Solicitors at the date of conversion, less any bank fees. The Seller will not be responsible for any delay in converting such payments, any fluctuations in exchange rates or bank fees or any charges in connection with any conversion or with any fees charged by any initiating, intermediate or receiving financial institutions in connection with any wire transfers.
- 29. CONTINUING MARKETING** – The Purchaser acknowledges that the Seller may retain strata lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise. The Purchaser agrees that, for so long as the Seller is the owner of any strata lots in the Development, the Seller and its marketing agents, and its and their affiliates, may carry out marketing, promotional and 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, without limitation,



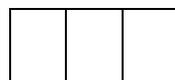
maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots. In addition, the Seller and its marketing agents and its and their affiliates may conduct tours of the Development from time to time with prospective purchasers and tenants of the Development or the Other Developments and hold events and other activities within the Development in connection with the marketing and sales activities.

30. RESCISSION RIGHTS/AMENDMENT(S) TO DISCLOSURE STATEMENT

- (a)** The Purchaser may cancel this Agreement for a period of seven days after receipt of an amendment to the Disclosure Statement that sets out particulars of the issued building permit if the layout or size of the applicable Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit.
- (b)** If an amendment to the Disclosure Statement that sets out particulars of an issued building permit and satisfactory financing commitment (if applicable) is not received by the Purchaser within 12 months after the initial Disclosure Statement is filed, the Purchaser may at his option cancel this Agreement at any time after the end of the 12 month period until the required amendment is received by the Purchaser, at which time the Purchaser may cancel this Agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable Strata Lot, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the Development, is materially changed by the issuance of the building permit.
- (c)** The amount of the deposit to be paid by a Purchaser who has not yet received an amendment to the Disclosure Statement that sets out particulars of an issued building permit and satisfactory financing commitment is no more than 10% of the Purchase Price.
- (d)** All deposits paid by the Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser pursuant to this paragraph.



SCHEDULE "B"
STRATA LOT PLAN



SCHEDULE C
OPTIONS, FURNITURE, FIXTURES AND EQUIPMENT

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