

REAL ESTATE DEVELOPMENT MARKETING ACT
DISCLOSURE STATEMENT

DALLAS TOWN CENTRE

DATE: April 29, 2025

THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE, BUT NEITHER THE SUPERINTENDENT, NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA, HAS DETERMINED THE MERITS OF ANY STATEMENT CONTAINED IN THE DISCLOSURE STATEMENT, OR WHETHER THE DISCLOSURE STATEMENT CONTAINS A MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

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

DEVELOPER

Name

GOLDEN VALLEY ENTERPRISES LTD.
1152280 B.C. LTD.
MIDDLE EARTH ADVENTURES LTD.
MAKAI PROPERTIES LTD.

Address for Service in British Columbia for the Developers

2060 Columbia Avenue, Port Coquitlam, BC, V3C 4W4

Business and Mailing Address for the Developers

2060 Columbia Avenue, Port Coquitlam, BC, V3C 4W4

Beneficial Owners

See Attached Schedule "A"

Developers' Real Estate Agent

David Lawrence
Royal LePage Westwin Realty – Kamloops
800 Seymour Street, Kamloops, BC, V2C 2H5
Mobile: (250) 318-1366 or Office: (250) 374-1461

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 THE PURCHASER'S DEPOSITS WITH A BROKERAGE, LAWYER OR NOTARY PUBLIC WHO MUST PLACE THE DEPOSITS IN A TRUST ACCOUNT IN A SAVINGS INSTITUTION IN BRITISH COLUMBIA. IF A PURCHASER RESCINDS THEIR PURCHASE AGREEMENT IN ACCORDANCE WITH THE ACT AND REGULATIONS, THE DEVELOPER OR THE DEVELOPER'S TRUSTEE MUST PROMPTLY RETURN THE DEPOSIT TO THE PURCHASER.

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1. **The Developer**

1.1 **Jurisdiction of Incorporation, Date of Incorporation and Incorporation Number**

Name	Jurisdiction	Incorporation / Recognition Date	Incorporation Number
Golden Valley Enterprises Ltd.	British Columbia	May 1, 2018 (as a result of an amalgamation)	BC1162259
1152280 B.C. Ltd.	British Columbia	February 8, 2018	BC1152280
Middle Earth Adventures Ltd.	British Columbia	February 9, 2018	BC1152468
Makai Properties Ltd.	British Columbia	February 9, 2018	BC1152463

1.2 **Status of Developer**

Golden Valley Enterprises Ltd. was not incorporated specifically for the purposes of developing the Lands but its only material asset is the Lands which are the subject of this Disclosure Statement.

1152280 B.C. Ltd., Middle Earth Adventures Ltd. and Makai Properties Ltd. were incorporated specifically for the purposes of developing the Lands and their only material asset is the Lands which are the subject of this Disclosure Statement.

1.3 **Registered & Records Office of the Developer**

Name	Registered and Records Office
Golden Valley Enterprises Ltd.	2060 Columbia Avenue, Port Coquitlam, BC, V3C 4W4
1152280 B.C. Ltd.	2060 Columbia Avenue, Port Coquitlam, BC, V3C 4W4
Middle Earth Adventures Ltd.	947 Tulameen Place, Port Coquitlam, BC V3B 7T3
Makai Properties Ltd.	2060 Columbia Avenue, Port Coquitlam, BC, V3C 4W4

1.4 **The Developer's Directors**

Name	Name of Director	Address
Golden Valley Enterprises Ltd.	Scott Bianco	2060 Columbia Avenue Port Coquitlam, BC, V3C 4W4
1152280 B.C. Ltd.	Byron Kennedy Bianco	1435 Malibou Terrace Mississauga, ON L5J 4B9
Middle Earth Adventures Ltd.	Nina Marie Bianco	947 Tulameen Place Port Coquitlam, BC V3B 7T3
Makai Properties Ltd.	Rachel Alison Bianco	2060 Columbia Avenue Port Coquitlam, BC V3C 4W4

1.5[1] **Developers, Directors and Officers Disclosure of Experience**

The following is a description of the nature and extent of the experience that the Developers and the directors and officers of the Developers have in the real estate development industry:

Golden Valley Enterprises Ltd. has built homes, bought and subdivided property on a regular basis since its incorporation. The Director, Scott Bianco, is a CPA with more than 20 years of construction and accounting experience and conducts daily activities of Golden Valley Enterprises Ltd.

1152280 B.C. Ltd. is an investment holding companies. The Director, Byron Bianco, does not have experience in the real estate development industry.

Middle Earth Adventures Ltd. is an investment holding company. The Director, Nina Marie Bianco, does not have experience in the real estate development industry.

Makai Properties Ltd. is an investment holding company. The Director, Rachel Alison Bianco does not have experience in the real estate development industry.

1.5[2] **Developers' knowledge of penalties or sanctions**

To the best of the Developers' knowledge, neither the Developers, nor any of its directors, officers and principal holders have within the 10 years before the date of the Developers' declaration attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

1.5[3] **Disclosure of knowledge of insolvency**

- (a) To the bests of the Developers' knowledge, neither the Developers nor any of its directors, officers and principal holders have within the 5 years before the date of the Developer's declaration attached to this Disclosure Statement, declared bankruptcy or made a voluntary assignment in bankruptcy, made a proposal under any legislation related to bankruptcy or insolvency or have been subject to or instituted any proceeding, arrangement or compromise with creditors or had a receiver, receiver-manager, or trustee appointed to hold the assets of that person;
- (b) To the best of the Developers' knowledge, neither the Developers nor any of its directors, officers and principal holders have within the five years prior to the date of the Developers' declaration attached to this Disclosure Statement, been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:
 - (i) was subject to any penalties or sanctions imposed by a court or a 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 the mortgages of land, or to theft or fraud, or

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

1.5[4] **Conflicts of interest**

To the best of the Developers' knowledge, there are no existing or potential conflicts of interest among the Developers, any principal holder of the Developers, any director, officer of the Developers, and any person providing goods or services to the Developers, manager or holders of the strata lots in connection with the Development which could reasonably be expected to affect the purchaser's decision.

1.6 **Nature of disclosure and information**

The disclosure and information set out in Section 1.5 of this Disclosure Statement is being provided in compliance with the Real Estate Development Marketing Act only. The offering made pursuant to this Disclosure Statement is being made solely by the Developers. No director, officer, or principal holder of the Developers or any director or any officer or any principal holder of the Developers, and none of the entities disclosed in Sections 1.5[4], if any, or any entity affiliated with a developer is participating in the offering contained in this Disclosure Statement in any way, except as disclosed herein.

2. **General Description**

2.1 **General Description of the Development**

(a) The 53 residential strata lots being offered for sale pursuant to this Disclosure Statement are part of Phases 1 and 3 of an existing development called "Dallas Town Centre" (the "Existing Development"). The Developer completed construction of Phase 1 in 2012, Phase 2 in 2013 and Phase 3 in 2016, and has caused Phased Strata Plans KAS4005 for Phases 1, 2 and 3 to be registered at the Land Title Office to create the Existing Strata lots in the Existing Development. Phase 4 will have one strata lot to be constructed in the future. There are 118 strata lots constructed in the Existing Development and 1 strata lot to be constructed in the future in Phase 4. Phase 1 consists of 44 residential strata lots and 5 commercial strata lots. Phase 2 consists of 1 commercial strata lot. Phase 3 consist of 68 residential strata lots. Phase 4 will consist of 1 commercial strata lot. Phases 1 and 2 consist of a single five storey building and a one-storey building. Phase 3 consists of a single six-storey building. Phase 4 will consist of a single storey building.

(b) The Disclosure Statement applies to the marketing of 53 residential strata lots within Phases 1 and 3, as described in Schedule "A" attached hereto (the "Strata Lots") and having legal descriptions as set out in Schedule "B" attached hereto. The Strata Lots are registered in the name of the Developer, Golden Valley Enterprises Ltd. The beneficial ownership of the Strata Lots are set out in Schedule "A" attached hereto.

- (c) The Strata Plans for Phase 1 and Phase 3 have been filed at the Kamloops Land Title Office. Copies of the filed Strata Plans are attached hereto as Exhibit “1-A” and Exhibit “1-B”.
- (d) The 53 Strata Lots being marketing are from Phases 1 and 3, and are fully constructed and have been rented since the completion of construction of those units.
- (e) The civic address of the Lands is 5170 Dallas Drive, Kamloops, BC, V2C 0C7.
- (f) The 53 Strata Lots being marketed for sale are comprised of the following:

Type of Strata Lots	Number of Strata Lots
One-bedroom residential units	15
Two-bedroom residential units	22
Three-bedroom residential units	16

2.2 **Permitted Use**

The zoning applicable to the Lands is C-5 shopping centre with site specific zoning to permit 112 multiple family dwelling units with a minimum of one (1) parking stall per unit. The permissible use of the Strata Lots intended by the Developer is residential. None of the residential Strata Lots may be used for commercial or other purposes not ancillary to residential purposes. The only restrictions on the use of the Strata Lots are those imposed by any applicable laws, including the zoning by-laws of the City of Kamloops, any charges registered or to be registered against title to the Lands and the bylaws of the Strata Corporation. A copy of the City of Kamloops zoning bylaw 5-1-2001 can be obtained at the City of Kamloops Website, <http://kamloops.ca>. Further information may be obtained from the City of Kamloops, which can be contacted at:

Development and Engineering Services
105 Seymour Street
Kamloops, BC, V2C 2C6
Tel: 250-828-3452
Email: devadmin@kamloops.ca

2.3 **Building Construction**

All buildings within Phases 1 and 3 of the Existing Development consist of a five-storey-building (first storey is concrete and the remaining storeys are wood framed). The building within Phase 2 of the Existing Development is wood framed on a concrete foundation. The building within future Phase 4 to be constructed, will be wood framed on a concrete foundation.

2.4 **Phasing**

The Strata Lots were constructed in 3 phases and one future phase, with a total of 118 strata lots constructed within 3 buildings and one future strata lot in one building in Phase 4. The following sets out the strata lots that were constructed in each phase, or will be constructed in the future:

Phase	Number of Buildings	Number of Strata Lots
1	1 building	49 Strata Lots
2	1 building	1 Strata Lot
3	1 building	68 Strata Lots
4	1 building	1 Strata Lot (Future Strata Lot)

Fifty-three (53) strata lots in Phases 1 and 3 of the Development, as described in Schedule “A” and Schedule “B” of this Disclosure Statement, will be marketed under this Disclosure Statement. The 53 Strata Lots being sold, had previously been rented by the Developer. The remaining residential strata lots in the Existing Development have been previously sold. Of the 53 Strata Lots being marketed for sale, the following Strata Lots pertain to the following Phases:

Phase	Strata Lots
1	7, 8, 9, 14, 15, 18, 19, 20, 25, 26, 29, 30, 31, 33
3	51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 71, 72, 73, 74, 75, 76, 83, 84, 85, 86, 87, 89, 96, 97, 99, 100, 101, 102, 103, 104, 105, 106

An approved Form P Phased Strata Plan Declaration under the *Strata Property Act*, is required for each Phased Strata Plan. This form describes important aspects of the phased development. The location and area of each phase including common facilities is set out on the attachments to it.

The Form P for the Development was approved by the City of Kamloops and registered at the Land Title Office. A copy of the registered Amended Form P Phased Strata Plan Declaration for the Development is attached as Exhibit “7”.

3. **Strata Information**

3.1 **Unit Entitlement**

The unit entitlement indicates the share of an owner in the common property, the common assets of the Strata Corporation and the common expenses and liabilities of the Strata Corporation. The proposed schedule of unit entitlement (Form Vs) for Phases 1 and 3 of the Development are set out in Exhibit “2-A” and Exhibit “2-B” to this Disclosure Statement. The unit entitlement for this Development is based on the habitable area in square metres rounded to the nearest whole number as determined by a British Columbia Land Surveyor as set out in Section 246(3)(a)(i) of the *Strata*

Property Act. A Strata Corporation may be wound up voluntarily or by court order. In the event of such winding up, each owner's share of the property and assets of the Strata Corporation will be determined as follows:

Most recent assessed value of an owner's strata lot

_____ divided by _____

Most recent assessed value of all the strata lots in a strata plan excluding any strata lots held by or on behalf of the strata corporation

If there is no assessed value for the owner's strata lot or for any strata lot in the strata plan, an appraised value:

- [a] that has been determined by an independent appraiser; and
- [b] that is approved by a resolution passed by a $\frac{3}{4}$ vote at a special general meeting.

may be used in place of the assessed value for the purpose of the above formula.

3.2 **Voting Rights**

Voting rights refers to the number of votes allocated to Lot. All residential strata lots within the Development will be allocated one vote. All commercial strata lots within the Development will be allocated votes in accordance with Section 247(2)(b) of the Strata Property Act. Attached as Exhibit "3-A" is a copy of the Form W – Voting Rights for the Lots in regards to Phase 1 Strata Lots. Attached as Exhibit "3-B" is a copy of the Form W – Voting Rights for the Lots in regards to Phase 3 Strata Lots.

3.3 **Common Property and Facilities**

With respect to the Development:

- [a] All the roads within the Development shall be designated as common property;
- [b] All stairs, vestibules, mechanical rooms, elevators, foyers electrical rooms, corridors, service rooms shall be designated as common property;
- [c] The Developer intends to form two sections within the Development. One section being the residential section and the other being the commercial section. Each separate Section may exercise the powers and duties set out in section 194 of the *Strata Property Act*, RSBC 1996 c. 43 (the "Act") as may be amended or replaced from time to time. Without limiting the generality of the foregoing, each separate section may set assessments for services or expenses that relate solely or primarily to that Section.

- [d] Each section shall operate independently of the other section with respect to matters that relate solely to the section. Each section shall elect its own executive which shall be responsible for the governance of the section. The executive shall be elected by the eligible members within each section. In accordance with section 194 of the Act, the executive shall have the same powers and duties with respect to the section that the strata council has with respect to the strata corporation. Each section can establish rules and regulations governing the use of the strata lots within that section.
- [e] Common expenses shall be apportioned by the strata council between the residential section and the commercial section and to individual strata lots in the following manner:
 - i) common expenses attributable to one strata lot shall be allocated to and paid by that strata lot;
 - ii) common expenses attributable to limited common property shall be allocated to and for by the strata lots entitled to the use of the limited common property;
 - iii) common expenses attributable to either separate section shall be allocated in accordance with section 195 of the Act to that separate section and paid by the owners within that section on the basis of their individual unit entitlement divided by the total unit entitlement of all of the strata lots within that section;
- [f] the following common expenses shall be allocated to the residential section strata lots only and paid by the owners within the residential section in accordance with section 195 of the Act based on the unit entitlement of each individual residential strata lot divided by the total unit entitlement of all the residential strata lots:
 - i) cleaning of the interior common property;
 - ii) heating of the interior common property;
 - iii) elevator repair, maintenance and replacement;
 - iv) enter-phone maintenance and replacement.
- (g) the following common expenses shall be allocated to the residential section strata lots and the commercial section strata lots in accordance with the respective formulas:
 - i) hydro for all exterior common areas including street lighting
 - 75% to the Commercial Section
 - 25% to the Residential Section
 - ii) property management costs:
 - 30% to the Commercial Section
 - 70% to the Residential Section

- iii) building repairs and maintenance:
 - 10% to the Commercial Section
 - 90% to the Residential Section
- iv) snow removal:
 - 75% to the Commercial Section
 - 25% to the Residential Section
- v) exterior parking lot maintenance and repair
 - 75% to the Commercial
 - 25% to the Residential Section

These expenses shall be allocated between the strata lot owners within the respective sections on the basis of the unit entitlement of each individual strata lot divided by the total unit entitlement of all of the strata lots within that section.

- (h) the remaining common expenses, including the following, shall be allocated to all strata lots and shall be borne by the owners based on the unit entitlement of each individual strata lot divided by the total unit entitlement of all of the residential and commercial strata lots:
 - i) administration of the strata corporation
 - ii) bank charges;
 - iii) fire safety;
 - iv) security;
 - v) insurance;
 - vi) landscape maintenance;
 - vii) water, sewer;
 - viii) contingency reserve.

3.4 **Limited Common Property**

The Development will contain one amenity room designated as Limited Common Property.

Limited Common property is an area within the common property designated for the exclusive use of one or more strata lot owners. Limited common property may be designated on the strata plan when it is filed in the Land Title Office. Each owner is responsible for the repair and maintenance of the limited common property designated for exclusive use of his strata lot except for:

- [a] repair and maintenance that in the ordinary course of events occurs less often than once a year; and

[b] repair and maintenance of the following and no matter how often it ordinarily occurs:

- The structure of a building
- The exterior of a building
- Chimney, stairs, decks and other things attached to the exterior of a building
- Doors, windows and skylights on the exterior of a building or that front on the common property
- Fences, railing and similar structures that enclose patios, decks and yards.

The Developers will designate Limited Common Property upon deposit of the Strata Plans. Such designations may only be removed by unanimous vote of the members of the Strata Corporation.

3.5 **Bylaws**

The bylaws for the Strata Corporation will be the Bylaws as set out in the attached Exhibit “4”, which have been prepared pursuant to the *Strata Property Act*. In Section 3 of the Bylaws, there are restrictions in regards to pets being kept on a strata lot, including the type and number of pets permitted (see Sections 3(3) to 3(8) inclusive. In section 3 of the Bylaws there are also restrictions in regards to Short Term Rentals (see Sections 3(25) and 3(26)).

3.6 **Parking**

Each residential strata lot will be entitled to one (1) underground parking stall within the Development which parking stall will be designated as limited common property. In addition to the foregoing, there will be 35 above-ground parking stalls for visitor parking, and 67 surface parking stalls within the Development which are intended for the customers and employees of the owners and occupiers of the five (5) commercial strata lots.

3.7 **Furnishings and Equipment**

Included in each strata lot will be a refrigerator, range stove, microwave, hood/fan, window blinds, dishwasher. All strata lots will be fire sprinklered. No furnishings are included in the sale of a strata lot.

3.8 **Budget**

3.8.1 Interim Budget

The Budget for a full year of operating expenses of the Strata Corporation, based on current costs, for Phases 1, 2 and 3 of the Development are attached as Exhibit “5”.

3.8.2 Contingency Reserve Fund

- (i) Pursuant to Section 12 of the *Strata Property Act*, a Developer is required to establish a contingency reserve fund by making a contribution to that fund at the time of the first conveyance of a Strata Lot to a purchaser. The contribution shall not be less than 10% of the estimated operating expenses set out in the interim budget so long as the first conveyance occurs within one year of the deposit of the Strata Plan. The

Developer intends to contribute 10% of the estimated operating expenses. As this time has lapsed, this section is no longer applicable for the Development;

- (ii) Under Section 7 of the *Strata Property Act* the Developer must pay the Strata Corporation's expenses up to the end of the month in which there is the first conveyance of a Strata Lot to a purchaser. Under Section 14 of the *Strata Property Act*, after that month and before the first annual budget takes effect, if the Strata Corporation's expenses exceed the estimated expenses in the interim budget, then the Developer must pay the excess to the Strata Corporation. Where excess expenses are more than 10% or 20% of the amounts estimated in the interim budget, Section 3.1(1) of the regulations requires a developer to pay to the Strata Corporation a further amount equal to 2 or 3 times respectively, the amount of the excess. As this time has lapsed, this section is no longer applicable for the Development;

3.8.3 Strata Lot Taxes.

Each Strata Lot owner shall be responsible for real property taxes for their Strata Lot. Property Taxes are levied by the City of Kamloops.

3.8.4 Strata Lot Expenses

The following utilities will be separately metered or assessed to each Strata Lot and the service activation fees and monthly or annual charges will be the responsibility of the Strata Lot owner:

- (i) Electricity;
- (ii) Cablevision;
- (iii) Telephone;
- (iv) Natural gas;
- (v) City of Kamloops Property Tax charges.
- (vi) City of Kamloops, Water and Sewer charges;

3.8.5 Other Expenses

The following utilities will be paid by the Strata Corporation and their costs will be prorated to the owners of the Strata Lots and included in the monthly assessment:

- (i) City of Kamloops water, sewer and garbage charges for common property and amenity building;
- (ii) Garbage charges;
- (iii) Electricity for common property;
- (iv) Insurance;
- (v) Strata Management;
- (vi) Repair, maintenance and janitorial service for the common property, common facilities including landscaping and mechanical systems;
- (vii) Building envelope inspections and maintenance; and
- (viii) Such other services and equipment that the Strata Corporation may from time to time provide.

3.8.6. First Annual General Meeting

The Developer must hold the first annual general meeting of the Strata Corporation within 6 weeks of the earlier of:

- i) the date on which 50% plus one of the strata lots have been conveyed to purchasers; and/or
- ii) the date that is 9 months after the first conveyance of a Lot to a purchaser.

As 9 months after the first conveyance of a Lot to a purchaser has lapsed, the First Annual General Meeting has been held.

3.9 **Utilities and Services**

As the Development is wholly situated within the boundaries of the City of Kamloops, available utility services include water, electricity, sewerage, natural gas, fire protection and telephone. All Strata Lots will be connected to these services.

3.10 **Strata Management Contracts**

The Strata Corporation has entered into a management agreement with a commercial management company to provide strata management services to the Strata Corporation. The management company is:

Pacific Quorum (Okanagan) Properties Inc.
#207 – 242 Victoria Street
Kamloops, BC V2C 2A2
Tel: 778-362-3621 Fax: 250-861-4586
Email: dchin@pacificquorum.com
web: www.pacificquorum.com

3.11 **Insurance**

The following insurance is maintained on the Development in the name of the Strata Corporation:

- [a] Full replacement insurance on:
- Common property;
 - Common assets;
 - Buildings shown on the strata plan; and
 - Fixtures built or installed on the strata lot by the Developers as part of the original construction. Fixtures are defined as items attached to the building including floor and wall coverings and electrical and plumbing fixtures but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, blinds, or other items; and

- [b] Liability insurance against liability for property damage and bodily injury in amount not less than \$5,000,000.00.

A copy of the current insurance certificate is attached as Exhibit “6”.

4. **Title and Legal Matters**

4.1 **Legal Description**

The Development will be located on that property civically known as 5170 Dallas Drive, Kamloops, British Columbia. The legal descriptions for the Strata Lots being marketed under this Disclosure Statement, are shown on Schedule “B” attached hereto (the “Lands”)

The registered Strata Plan for Phase of the Development is attached as Exhibit “A-1”. The registered Strata Plan for Phase 2 of the Development is attached as Exhibit “A-2”.

4.2 **Ownership**

The Development property is registered in the name of Golden Valley Enterprises Ltd. The beneficial interest held in the Development is as set out in the List of Beneficial Owners attached as Schedule “A”.

4.3 **Existing Encumbrances and Legal Notations**

The following notations and encumbrances are registered against the Lands:

- (a) Statutory Right of Way KE48054 in favour of BC Gas Inc. which provides BC Gas Inc. the right to install and maintain a natural gas line to and from the Lands;
- (b) Statutory Right of Way KF99861 in favour of the City of Kamloops provides the City of Kamloops the right to install and maintain a sewer line to and from the Lands;
- (c) Covenant KF99872 and KX9877 in favour of the City of Kamloops. Covenant KF99872 provides that there shall never be any access to and from the Lands directly from the Trans Canada Highway. Covenant KX9877 provides that no building shall be constructed on the Lands without approval of the vehicular access location by the City of Kamloops.
- (d) Easement KG71105 which provides an adjoining property owner the right of ingress and egress over the Lands to Dallas Drive;
- (e) Easement LB398591 which provides an adjoining property owner the right of ingress and egress over the Lands and parking of vehicles in order the persons to use the facilities and buildings constructed on the Lands;
- (f) Restrictive Covenant LB398592 which provides an adjoining property owner the restriction that the Lands shall not at any time be utilized for the purposes of a gas station without the express written consent of the that adjoining owner;

(g) Statutory Right of Way LB410167 in favour of British Columbia Hydro and Power Authority;

(h) Statutory Right of Way LB410168 in favour of Telus Communications Inc.;

(i) as to Lots 51 to 118: Covenant LB502631 in favour of the City of Kamloops stating that no building on a phase after Phase 1 can be used or occupied unless the building is stratified and the phase in which it is located is consolidated with the previous phase by registration of the pertinent phased strata plan;

(j) as to Lots 51 to 118: Easement LB502634 granting access over Strata Lots 1-49, KAS4005 for the purposes of a roadway and a pedestrian walkway for access to and egress from the lands;

(k) as to Lots 7, 29, 31, 61, 63, 74, 75, 86, 75, 86, 102 and 106, Mortgage CA6775946 and Assignment of Rents CA6775947 in favour of Bank of Montreal;

(l) as to Lots 9, 20, 66, 68, 76, 83, 85, 89, 101, and 105, Mortgage CA6775438 and Assignment of Rents CA6775439 in favour of Bank of Montreal;

(m) as to Lots 8, 14, 19, 25, 33, 51, 25, 54, 55, 56, 60, 64, 65, 67, 71, 72, 73, 84, 87, 97, 100 and 104, Mortgage CA6773093 and Assignment of Rents CA6773094 in favour of Bank of Montreal;

(n) as to Lots 15, 18, 26, 30, 54, 57, 58, 59, 96, 99 and 103, Mortgage CA6774469 and Assignment of Rents CA6774470 in favour of Bank of Montreal;

(o) **Legal Notations:**

i) Phased Strata Plan Declaration (Form P) Filed LB5022576 2012-03-30 Amended Form P Filed, See CA6047357

ii) Permit under Part 26 of the Municipal Act KP100965, KV135966, KW91721 and LB405047 confirm that the development of the lands and the adjoining lands is subject to various development permits issued by the City of Kamloops;

iii) As to Lots 51 to 118: Permit under Part 26 of the Local Government Act CA444390 and LB517603 confirm that the development of the lands and the adjoining lands is subject to various development permits issued by the City of Kamloops;

iv) As to Strata Lots 51 to 118 : Permit under Part 14 of the Local Government Act CA5391588;

- v) KX22508 and KX22517 – Easement KX22508 gives the owner of the Lands the right to ingress and egress over the adjoining property owner's lands. Easement KX22517 gives the owner of the Lands have an easement registered in their favour in regards to an adjoining piece of property which permits for the construction, installation and maintenance of water mains, sewers, storm sewers, drains along the northern border of the adjoining property;
- vi) Easement LB398590 over Lot B Plan KAP90885, modified by LB523117, gives the owner of the Lands the right to ingress and egress and parking over the adjoining lands in order the persons to use the facilities and buildings constructed on the adjoining lands.
- vii) As to Strata Lots 1 to 49: Easement LB502634 Over Lot 1, Plan KAP92642 (except Strata Plan KAS4005 (Phase 1), gives the owners of the Lands the right to ingress and egress over the Easement Area for the purposes of a roadway and a pedestrian walkway for access to and egress from the lands;
- viii) As to Strata Lots 51 to 118: Easement LB502633, gives the owners of the Lands the right to ingress and egress over the Common Property, Strata Plan KAS4005 (Phase 1);

The Mortgages CA6775946, CA6775438, CA6773093 and CA6774469 and Assignment of Rents CA6775947, CA6775439, CA6773094 and CA6774470 will be discharged from title to the Lots upon the sale of a Lot to a purchaser. The Developer has arranged with Bank of Montreal to have the said mortgage and assignment of rents discharged from title to individual Lots on the completion of sale of a Lot upon receipt of an amount equal to the greater of 100% of the net sale proceeds or certain specified minimum sale prices.

4.4 **Proposed Encumbrances**

The Developers may register any additional statutory rights of way, easements, Section 219 Covenants or other agreements required by governmental authorities or others to facilitate the Development. In particular, the Developers may grant or may grant to the City of Kamloops, public utilities, governmental authorities and/or other entities such further easements, rights-of-way, covenants, other encumbrances, modification agreements and/or priority agreements as may be necessary or desirable to proceed with the subdivision of the Lands and to facilitate the Development. In addition, the Developers may register any additional mortgages or other agreements required by its lenders.

4.5 **Outstanding or Contingent Litigation or Liabilities**

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

4.6 **Environmental Matters**

There are no further requirements imposed by the City of Kamloops or other governmental

authorities relating to flooding or condition of the soil and subsoil. Based on a physical examination of the Lands and after conferring with the City of Kamloops, the Developers are not aware of any environmental, flooding or soil/subsoil dangers to the Lands or the Development.

5. **Construction and Warranties**

5.1 **Construction Dates**

5.1.1. Construction Commencement:

- (a) Construction for Phase 1 of the Development commenced July 1, 2010;
- (b) Construction for Phase 2 of the Development commenced June 1, 2012;
- (c) Construction for Phase 3 of the Development commenced March 1, 2013;
- (d) The estimated date of commencement of construction for Phase 4 is between September 1, 2026 and November 30, 2026;

5.1.2. Construction Completion:

- (a) Construction for Phase 1 of the Development completed June, 2012;
- (b) Construction for Phase 2 of the Development completed September, 2013;
- (c) Construction for Phase 3 of the Development completed April, 2013;
- (d) The estimated date of completion of construction for Phase 4 is between June 1, 2027 and August 30, 2027.

For the purposes of section 5.1.1. and 5.1.2., commencement of construction means the date of commencement of excavation in respect of construction of an improvement that will become part of a development unit within the development property, and where there is no excavation it means the date of commencement of construction of an improvement that will become part of a development unit within the development property. Completion of construction means the first date that a development unit within the development property may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis.

5.2 **Warranties**

Pursuant to the requirements of the *Homeowner Protection Act* of British Columbia, all residential dwellings and improvements built on the Lots in the Development will be covered by a limited warranty under which the Developer will repair or replace the following:

- [a] within the residential dwelling/improvement, and for the first twenty-four (24) months following the Completion Date, any defects in labor and materials and any violation of the building code;

- [b] within the residential dwelling/improvement, for the first twenty-four(24) months following the Completion Date, any defects in the electrical, plumbing, heating, and ventilation distribution systems, except where the defect has resulted from inadequate or incorrect maintenance or from incorrect operation;
- [c] within the residential dwelling/improvement, and for the first twenty-four(24) months following the Completion Date, any defects in materials and labour supplied for the exterior cladding, caulking, windows, and doors, that may lead to detachment or material damage to the residential dwelling/improvement, except where the defect has resulted from inadequate or incorrect maintenance, or from incorrect use;
- [d] within the residential dwelling/improvement, and for the first sixty(60) months following the Completion Date, any defect in the building envelope, except where the defect has resulted from inadequate or incorrect maintenance, or from incorrect use; and
- [e] within the residential dwelling/improvement, and for the first one hundred twenty (120) months following the Complete Date, any defect in the building structure.

As construction of the Development was completed more than sixty (60) months ago, the warranty pertaining to the Development and the Strata Lots has expired.

5.3 **Previously Occupied Building**

The project was constructed in accordance with applicable building codes and then current construction practices. The quality of construction, materials and workmanship are considered to be good for its date of construction consistent with local condominium construction. There are no significant structural deficiencies brought to the attention of Brady Baldwin and Jackie Thakore of Suncorp Valuations at the time of preparation of the depreciation report dated August 16, 2023 (the “Depreciation Report”). A copy of the Depreciation Report describing the reserve fund concepts and major reserve fund items may be obtained from the from the Strata management company, as follows:

Pacific Quorum (Okanagan) Properties Inc.
 #207 – 242 Victoria Street
 Kamloops, BC V2C 2A2
 Tel: 778-362-3621 Fax: 250-861-4586
 Email: dchin@pacificquorum.com
 web: www.pacificquorum.com

6 **Approvals and Finances**

6.1 **Development Approval**

The City of Kamloops has approved the Development through the issuance of a development permit DPM00269 on April 7, 2010 for Phase 1. Attached as Exhibit “8-A” is a copy of a letter from the City of Kamloops dated June 25, 2010 confirming the approval of the development permit. The building permit for the commercial purposes was issued under No. BP040932.

The City of Kamloops approved the Development for Phase 3 through the issue of Development Permit DPM0050 and Building Permit #BP046364. Copies of the Development Permit and Building Permit are attached as Exhibit “8-B” and Exhibit “8-C”.

6.2 **Construction Financing**

The Developers have completed the Development and construction of the Strata Lots. The Developers have granted mortgages and assignment of rents in favour of the Developers’ lenders. The Mortgages and Assignments of Rents will be released from title to individual Lots on the completion of sale of a Lot and upon receipt of an amount equal to the greater of 100% of the net sale proceeds or certain specified minimum amounts as specified by the lenders.

7. **Miscellaneous**

7.1 **Deposits**

All deposits and monies received from a purchaser shall be held in trust by the Developer’s lawyer or real estate agent in the manner required by the Real Estate Development Marketing Act.

7.2 **Purchase Agreement**

The Developers have a standard form purchase agreement that it intends to use in connection with the sale of the Strata Lots within the Development, which standard form purchase agreement is attached hereto as Exhibit “9” (the “Purchase Contract”). The Developers reserve the right to revise the Purchase Contract from time to time. Any capitalized term in this Section 7.2 which is not otherwise defined in this Disclosure Statement, including this Section 7.2, shall have the meaning ascribed to such term in the Purchase Contract. The Purchase Contract provides, among other things, that:

- (a) There are provisions in the Paragraph 1, 2 and 23, that set out the Rescission Rights of the Buyer and the amount that would be paid if the Buyer exercises its Rescission Rights;
- (b) There are provisions in Paragraph 2 of the Purchase Contract that set out termination rights of the Seller if the Buyer does not pay the deposit. It also sets out that the deposit monies will be held by a stakeholder pursuant to the provisions of the Real Estate Services Act pending completion of the transaction and not on behalf of any of the principals to the transaction; and if the sale does not complete, the money should be returned to such party as stakeholder or paid into court. If the buyer exercises its Rescission Right within the prescribed period and the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the Home Buyer Rescission Period Regulation and this Contract of Purchase and Sale.

- (c) There are provisions in Paragraph 9 that set out the Seller's Election to rescind the Contract of Purchase and Sale and Addendums, if up to a certain date, the Seller has not sold, in the Seller's sole discretion, sufficient Strata Lots. Upon rescission, the Buyer shall be entitled to an immediate return of all deposits but shall have no further claim against Seller;
- (d) Paragraph 1 of Addendum II of the Purchase Contract sets out the following assignment provisions:

"The Buyer has no right to assign this Contract and the Buyer acknowledges that the Seller may refuse consent to such assignment in its sole discretion.

The Buyer may not assign his or her interest in the Property without the Seller's written consent, and unless the Seller so consents, the Seller will not be required to convey the Property to anyone other than the Buyer named in this Contract. The Seller may, at its option, charge an administration fee equal to 1.5% of the Purchase Price as consideration for agreeing to an assignment of the Buyer's interest in the Property or in this Contract and for any associated legal and administrative costs, except that there will be no such charge if the assignee is the Buyer's spouse, parent, child, grandparent or grandchild. Following any assignment, the assignor will not be relieved of his or her obligations under this Contract but will continue to remain liable to perform all obligations of the Buyer under this Contract. The Buyer will not advertise or solicit offers from the public with respect to the resale of the Property by the Buyer before the Completion Date without the express prior written consent of the Seller, which consent may be arbitrarily withheld.

Without the Seller's prior consent any assignment of the Contract is prohibited.

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 Buyer under the purchase agreement to another person or is a subsequent transfer.

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

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 the following:

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

The information and records collected by the Vendor 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) Paragraph 12 of Addendum II of the Purchase Contract states as follows:

“Time shall be of the essence hereof. In the event that the purchase and sale contemplated by this Contract is not completed on the Completion Date (or the Completion Date as extended pursuant to paragraph 3) as a result of the Buyer's default, the Seller may, at its election, cancel this Contract and the amount paid by the Buyer as a deposit shall be absolutely forfeited to the Seller as liquidated damages or the Seller may, at its option, elect not to cancel this Contract, but retain the deposit without prejudice to the rights of the Seller to obtain from the Buyer by an action for specific performance or otherwise, payment in full of the Purchase Price or pursue the Buyer for damages arising out of the Buyer's failing to complete this Contract or pursue any other remedy available to the Seller. ”

(f) Paragraph 6 of Addendum III sets out that the Buyer has had an opportunity to review the Developer's Disclosure Statement and Amendments to the Developer's Disclosure Statement, prior to writing this Purchase Contract. This paragraph also sets out that the Buyer acknowledges that the property is a used unit and that no warranty is provided.

7.3 **Developers' Commitments**

There are no commitments made by the Developers which will be met after the completion of the sale of a particular Lot.

7.4 **Other Material Facts**

The Developers know of no other facts that could affect, or could reasonably be expected to affect the market price, value or use of a Lot or the Development.

DEEMED RELIANCE

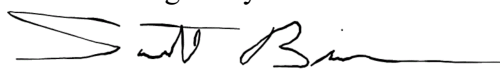
SECTION 22 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* PROVIDES THAT EVERY PURCHASER WHO IS ENTITLED TO RECEIVE THIS DISCLOSURE STATEMENT IS DEEMED TO HAVE RELIED ON ANY FALSE OR MISLEADING STATEMENT OF A MATERIAL FACT CONTAINED IN THIS DISCLOSURE STATEMENT, IF ANY, AND ANY OMISSION TO STATE A MATERIAL 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 MISREPRESENTATIONS, SUBJECT TO ANY DEFENCES AVAILABLE UNDER SECTION 22 OF THE ACT.

THE FOREGOING STATEMENTS DISCLOSE, WITHOUT MISREPRESENTATION, ALL MATERIAL FACTS RELATING TO THE DEVELOPMENT REFERRED TO ABOVE, AS REQUIRED BY THE REAL ESTATE DEVELOPMENT MARKETING ACT OF BRITISH COLUMBIA, AS OF APRIL 29, 2025.

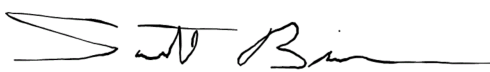
Developer/Registered Owner:

GOLDEN VALLEY ENTERPRISES LTD.

by its authorized signatory:

Per: 
Scott Bianco

Witness


SCOTT BIANCO, Director

Beneficial Owners:

1152280 B.C. LTD.

By its authorized signatory:

per: 
Byron Kennedy Bianco

Witness


BYRON KENNEDY BIANCO, Director

MIDDLE EARTH ADVENTURES LTD.

By its authorized signatory:

per: Nina Marie Bianco
Nina Marie Bianco

Witness

Nina Marie Bianco
NINA MARIE BIANCO, Director

MAKAI PROPERTIES LTD.

By its authorized signatory:

per: Rachel Alison Bianco
Rachel Alison Bianco

Witness

Rachel Alison Bianco
RACHEL ALISON BIANCO, Director

SOLICITORS CERTIFICATE

I, Richard J.S. Rainey, Solicitor, a member of the Law Society of British Columbia, HEREBY CERTIFY that I have read over the attached Disclosure Statement of Golden Valley Enterprises Ltd., 1152280 B.C. Ltd., Middle Earth Adventures Ltd. and Makai Properties Ltd. relating to those Lots situated in the City of Kamloops, in the Province of British Columbia, legally described as:

See Schedule "B" attached

and dated the 29th day of April, 2025, and that the facts contained in paragraphs 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED in the City of Coquitlam, Province of British Columbia, this 29th day of April, 2025.

Richard J.S. Rainey

Richard J.S. Rainey

SCHEDULE “A” – LIST OF BENEFICIAL OWNERS

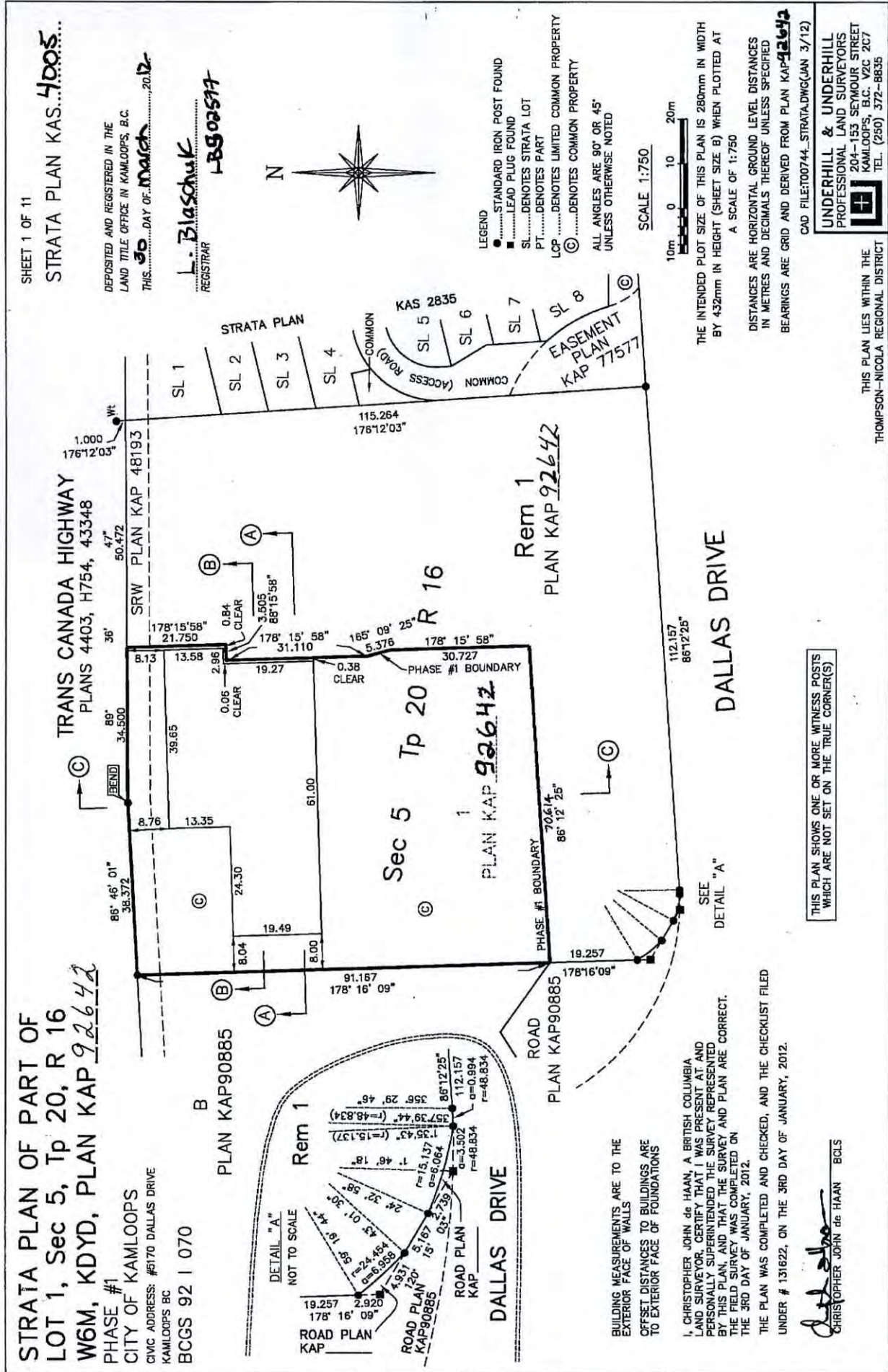
Beneficial Name	Jurisdiction	Incorporation Date	Incorporation Number	Strata Lot Ownership
Golden Valley Enterprises Ltd.	British Columbia	May 1, 2018 (as a result of an Amalgamation)	BC1162259	8, 14, 19, 25, 33, 51, 52, 53, 55, 56, 60, 64, 65, 67, 71, 72, 73, 84, 87, 97, 100, 104
1152280 B.C. Ltd.	British Columbia	February 8 2018	BC1152280	15, 18, 26, 30, 54, 57, 58, 59, 96, 99, 103
Middle Earth Adventures Ltd.	British Columbia	February 9, 2018	BC1152468	7, 29, 31, 61, 63, 74, 75, 86, 102, 106
Makai Properties Ltd.	British Columbia	February 9, 2018	BC1152463	9, 20, 66, 68, 76, 83, 85, 89, 101, 105

SCHEDULE “B” – LEGAL DESCRIPTION OF STRATA LOTS

PID	LEGAL DESCRIPTION
028-813-120	Strata Lot 7 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-138	Strata Lot 8 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-146	Strata Lot 9 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-197	Strata Lot 14 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-219	Strata Lot 15 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-243	Strata Lot 18 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-251	Strata Lot 19 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-260	Strata Lot 20 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-316	Strata Lot 25 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-324	Strata Lot 26 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-359	Strata Lot 29 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-367	Strata Lot 30 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-375	Strata Lot 31 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
028-813-391	Strata Lot 33 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-147-999	Strata Lot 51 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-006	Strata Lot 52 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-014	Strata Lot 53 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-022	Strata Lot 54 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-031	Strata Lot 55 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-049	Strata Lot 56 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-057	Strata Lot 57 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-065	Strata Lot 58 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-073	Strata Lot 59 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005

030-148-081	Strata Lot 60 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-090	Strata Lot 61 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-111	Strata Lot 63 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-120	Strata Lot 64 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-138	Strata Lot 65 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-146	Strata Lot 66 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-154	Strata Lot 67 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-162	Strata Lot 68 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-197	Strata Lot 71 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-201	Strata Lot 72 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-219	Strata Lot 73 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-227	Strata Lot 74 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-235	Strata Lot 75 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-243	Strata Lot 76 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-316	Strata Lot 83 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-324	Strata Lot 84 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-332	Strata Lot 85 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-341	Strata Lot 86 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-359	Strata Lot 87 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-375	Strata Lot 89 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-448	Strata Lot 96 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-456	Strata Lot 97 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-472	Strata Lot 99 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005

030-148-481	Strata Lot 100 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-499	Strata Lot 101 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-502	Strata Lot 102 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-511	Strata Lot 103 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-529	Strata Lot 104 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-537	Strata Lot 105 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005
030-148-545	Strata Lot 106 Section 5 Township 20 Range 16 West of the 6 th Meridian Kamloops Division Yale District Strata Plan KAS4005



SHEET 2 OF 11

STRATA PLAN KAS...4005...
PHASE #1

SCALE 1:200



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200

MORTGAGE & ASSIGNMENT OF RENTS
FIRST WEST CREDIT UNION

AUTHORIZED SIGNATORY

PRINT NAME Douglas Burton

AUTHORIZED SIGNATORY

PRINT NAME Keiley Penl

WITNESS Lapierre

PRINT NAME Leanne Lapierre

ADDRESS 180 Seymour St.

Kamloops B.C.

OCCUPATION Administrator
OF WITNESS

OWNER, GOLDEN VALLEY ENTERPRISES LTD
(INC No. 884505)

AUTHORIZED SIGNATORY

PRINT NAME SCOTT BLAND

AUTHORIZED SIGNATORY

PRINT NAME

WITNESS

PRINT NAME GORDON KAMINSKI

ADDRESS 211-1015 AUSTIN AVE

COQUITAMA B.C. V3K 3N9

OCCUPATION Homeowner
OF WITNESS

STRATA PROPERTY ACT

FORM R

ENDORSEMENT FOR COMMON FACILITIES IN PHASED

STRATA PLAN

(SECTION 225: REGULATIONS SECTION 14.5(2))

I CERTIFY THAT THE
WHICH ACCORDING TO THE PHASED STRATA PLAN DECLARATION IN FORM P FILED FOR THIS
STRATA PLAN WAS TO HAVE BEEN CONSTRUCTED IN CONJUNCTION WITH THIS PHASE, HAS
BEEN PROVIDED FOR IN ACCORDANCE WITH SECTION 225(2) OF THE STRATA PROPERTY ACT.

DATE March 2nd, 2012

SIGNATURE OF APPROVING OFFICER
CITY OF KAMLOOPS

APPROVED UNDER SECTION 80
OF THE LAND TITLE ACT
THIS 3rd DAY OF February, 2012.

Joan DeLoe
APPROVING OFFICER
MINISTRY OF TRANSPORTATION
AND INFRASTRUCTURE
2012-00458

STRATA PROPERTY ACT

FORM Q

ENDORSEMENT OF APPROVAL FOR PHASED STRATA PLAN

(SECTION 224: REGULATIONS SECTION 14.5(1))

APPROVED AS PHASE 1st OF A 4th PHASE STRATA PLAN UNDER
SECTION 224 OF THE STRATA PROPERTY ACT.

DATE March 2nd, 2012

SIGNATURE OF APPROVING OFFICER
CITY OF KAMLOOPS

FORM U

I, CHRISTOPHER JOHN de HAAN, A BRITISH COLUMBIA LAND
SURVEYOR, HEREBY CERTIFY THAT THE BUILDINGS
INCLUDED IN THIS STRATA PLAN HAVE NOT, AS OF
THE 15TH DAY OF DECEMBER, 2011 BEEN
PREVIOUSLY OCCUPIED.

Christopher John de Haan
CHRISTOPHER JOHN de HAAN BCLS

FORM S

I, CHRISTOPHER JOHN de HAAN, A BRITISH COLUMBIA LAND SURVEYOR,
OF KAMLOOPS, IN BRITISH COLUMBIA CERTIFY THAT THE
BUILDINGS SHOWN ON THIS STRATA PLAN ARE WITHIN
THE EXTERNAL BOUNDARIES OF THE LAND THAT
IS THE SUBJECT OF THE STRATA PLAN
THIS 15TH DAY OF DECEMBER, 2011.

Christopher John de Haan
CHRISTOPHER JOHN de HAAN BCLS

THIS STRATA PLAN CONTAINS
LIMITED COMMON PROPERTY UNDER
SECTION 73(1) OF THE STRATA
PROPERTY ACT

CAD FILE: T00744_STRATA.DWG (JAN 3/12)

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T00744

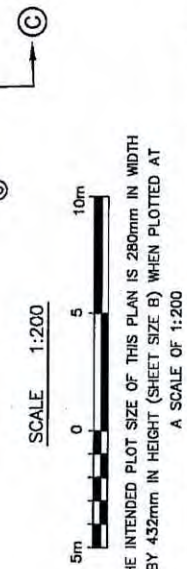
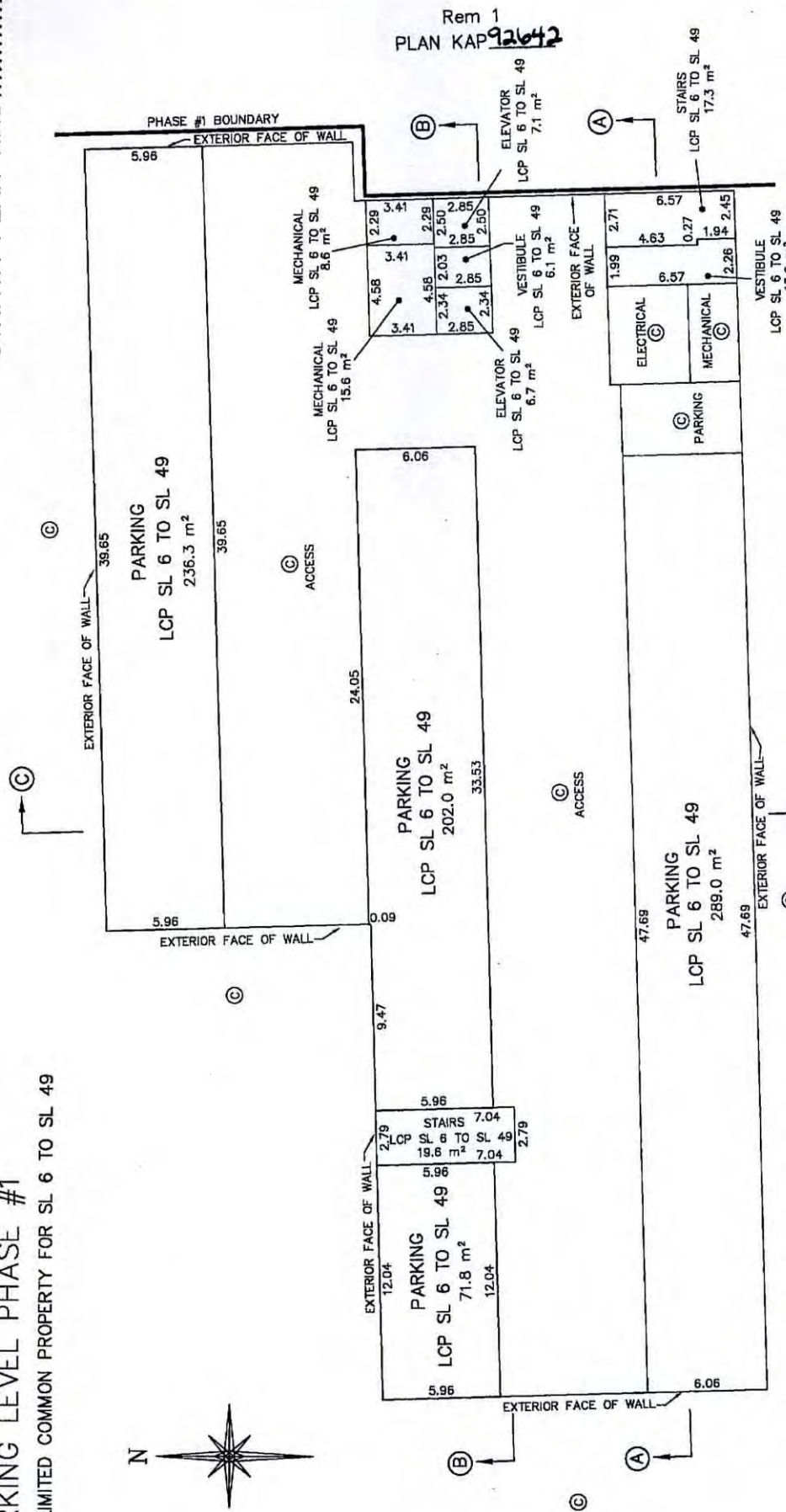
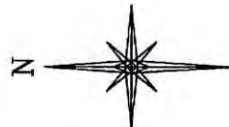
ORIGINAL

F.B. LEASE BOOK #3 Pg. 63-64

F.B. LEASE BOOK #6 Pg. 1-10 FILE NO. K10-059

FLOOR PLAN OF
PARKING LEVEL PHASE #1
AND LIMITED COMMON PROPERTY FOR SL 6 TO SL 49

SHEET 3 OF 11
STRATA PLAN KAS 4005



LEGEND
SL STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY
© DENOTES COMMON PROPERTY

STRATA LOT BOUNDARIES ARE DETERMINED TO CENTRE LINE OF INTERIOR AND OUTSIDE WALLS AND THE MIDDLE OF ALL FLOORS AND CEILINGS EXCEPT AS NOTED

DATED AT KAMLOOPS, B.C.

THIS 3RD DAY OF JANUARY, 2012.

Christopher John de Haan
CHRISTOPHER JOHN DE HAAN BCL

CAD FILE: T00744-STRATA.DWG (JAN 3/12)

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Pg. 1-10

FILE NO. K10-059

SHEET 4 OF 11
STRATA PLAN KAS. 4005.....

SHEET 4 OF 11



Rem 1
PLAN KAP 92642

THIS 3RD DAY OF JANUARY, 2012.

CHRISTOPHER JOHN de HAAN BCLS

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STRATA LOT BOUNDARIES ARE DETERMINED TO CENTRE LINE OF INTERIOR AND OUTSIDE WALLS AND THE MIDDLE OF ALL FLOORS AND CEILINGS EXCEPT AS NOTED

ORIGINAL

F.B. LEASE BOOK #3	Pg. 63-64	F.B. LEASE BOOK #6	Pg. 1-10	FILE NO. K10-059
<p> </p>				

**FLOOR PLAN OF
SECOND FLOOR PHASE #1
STRATA LOTS 6 TO 16 (INCLUSIVE)
AND LIMITED COMMON PROPERTY FOR SL 6 TO SL 49**

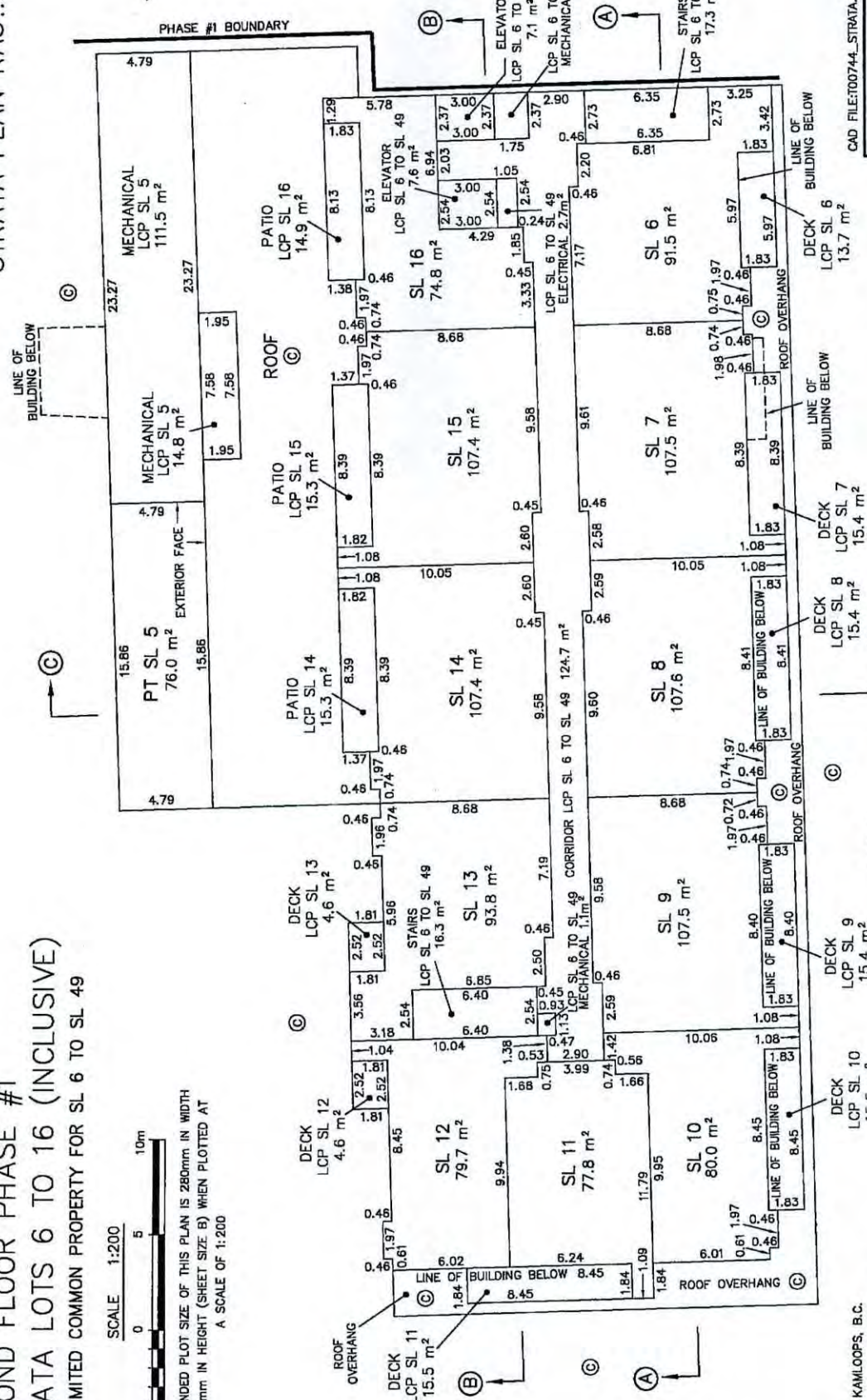
SHEET 5 OF 11

STRATA PLAN KAS 4005

SCALE 1:200
0 5 10m
THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200



Rem 1
PLAN KAP 92643



LEGEND

- SL STRATA LOT
- LCP DENOTES LIMITED COMMON PROPERTY
- © DENOTES COMMON PROPERTY

DATED AT KAMLOOPS, B.C.
THIS 3RD DAY OF JANUARY, 2012.

Christopher John de Haan
CHRISTOPHER JOHN DE HAAN
BCL

CAD FILE: T00744-STRATA.DWG (JAN 3/12)

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F.B. LEASE BOOK #6 Pg. 1-10 FILE NO. K10-059

FLOOR PLAN OF
THIRD FLOOR PHASE #1
STRATA LOTS 17 TO 27 (INCLUSIVE)
AND LIMITED COMMON PROPERTY FOR SL 6 TO SL 49

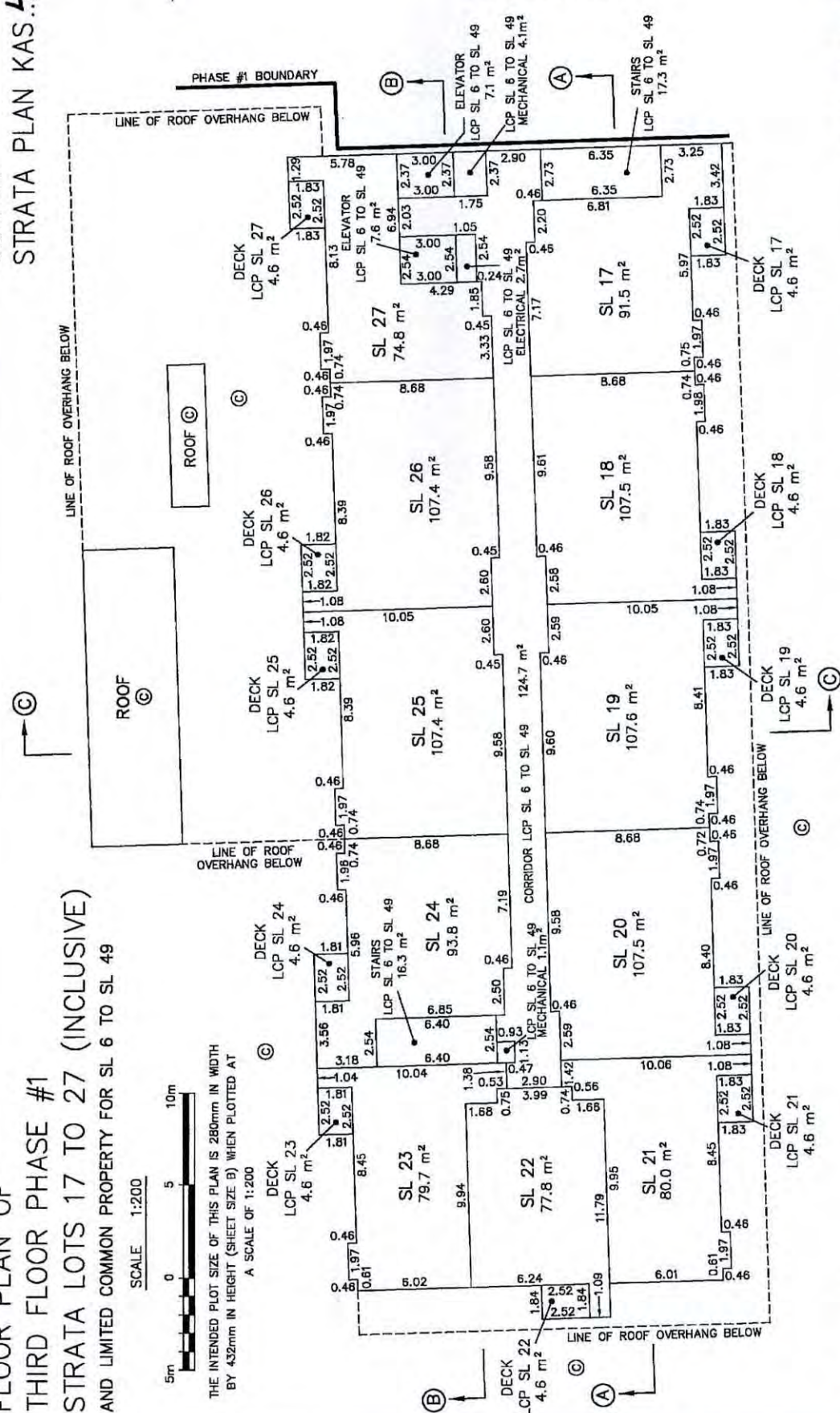
SHEET 6 OF 11

STRATA PLAN KAS 4005

SCALE 1:200



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200



Rem 1
PLAN KAP 92643

DATED AT KAMLOOPS, B.C.

THIS 3RD DAY OF JANUARY, 2012.

CHRISTOPHER JOHN de HAAN
BCL

LEGEND

- SL STRATA LOT
- LCP DENOTES LIMITED COMMON PROPERTY
- © DENOTES COMMON PROPERTY

ORIGINAL

F.B. LEASE BOOK #3

Pg. 63-64

F.B. LEASE BOOK #6

Pg. 1-10

FILE NO. K10-059

CAD FILE: T00744-STRATA.DWG (JAN 3/12)

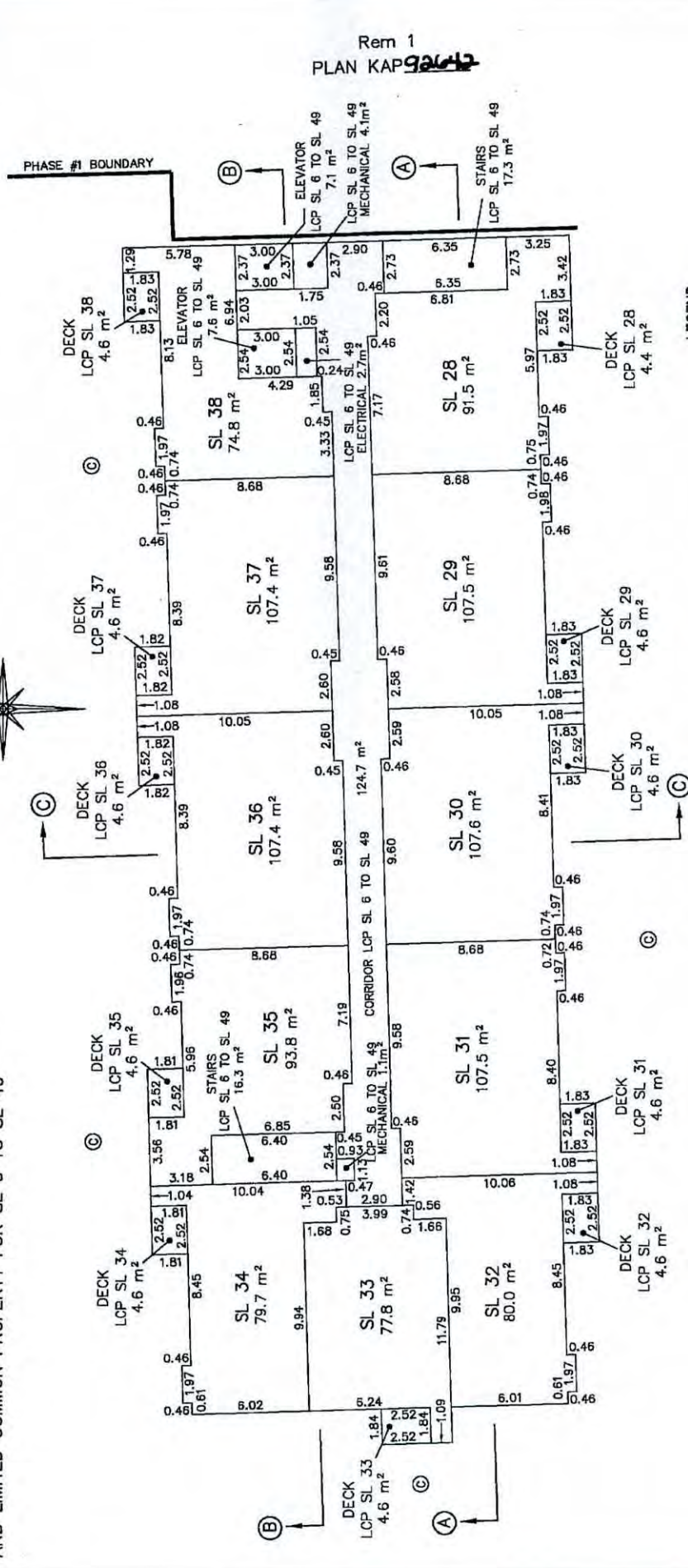


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STRATA LOT BOUNDARIES ARE DETERMINED TO
CENTRE LINE OF INTERIOR AND OUTSIDE WALLS
AND THE MIDDLE OF ALL FLOORS AND CEILINGS

SHEET 7 OF 11
STRATA PLAN KAS 4005.....

STRATA PLAN KAS. 4005.....



SCALE 1:200

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200

CHRISTOPHER JOHN de HAAN

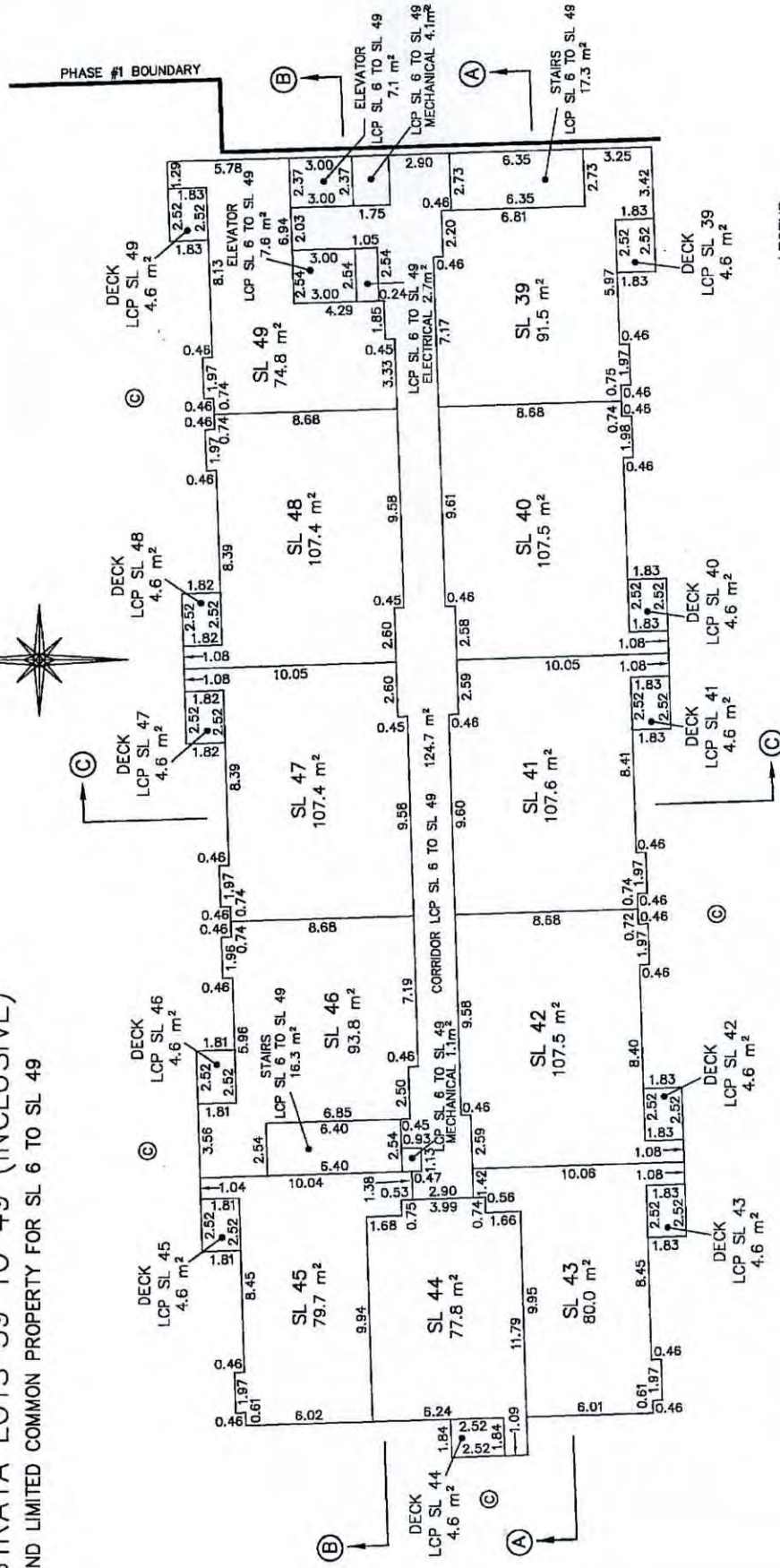
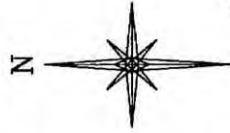
BOOK #6 Pg. 1-10 FILE NO. K10-05

FILE NO. K10-059

FLOOR PLAN OF
FIFTH FLOOR PHASE #1
STRATA LOTS 39 TO 49 (INCLUSIVE)
AND LIMITED COMMON PROPERTY FOR SL 6 TO SL 49

SHEET 8 OF 11

STRATA PLAN KAS 4005



LEGEND

SL STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY
C DENOTES COMMON PROPERTY

CAD FILE: T00744_STRATA.DWG (JAN 3/12)

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STRATA LOT BOUNDARIES ARE DETERMINED TO
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AND THE MIDDLE OF ALL FLOORS AND CEILINGS

SCALE 1:200



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200

DATED AT KAMLOOPS, B.C.

THIS 3RD DAY OF JANUARY, 2012.

Christopher John de Haan
CHRISTOPHER JOHN DE HAAN BCLS

T00744

ORIGINAL

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Pg. 1-10 FILE NO. K10-059

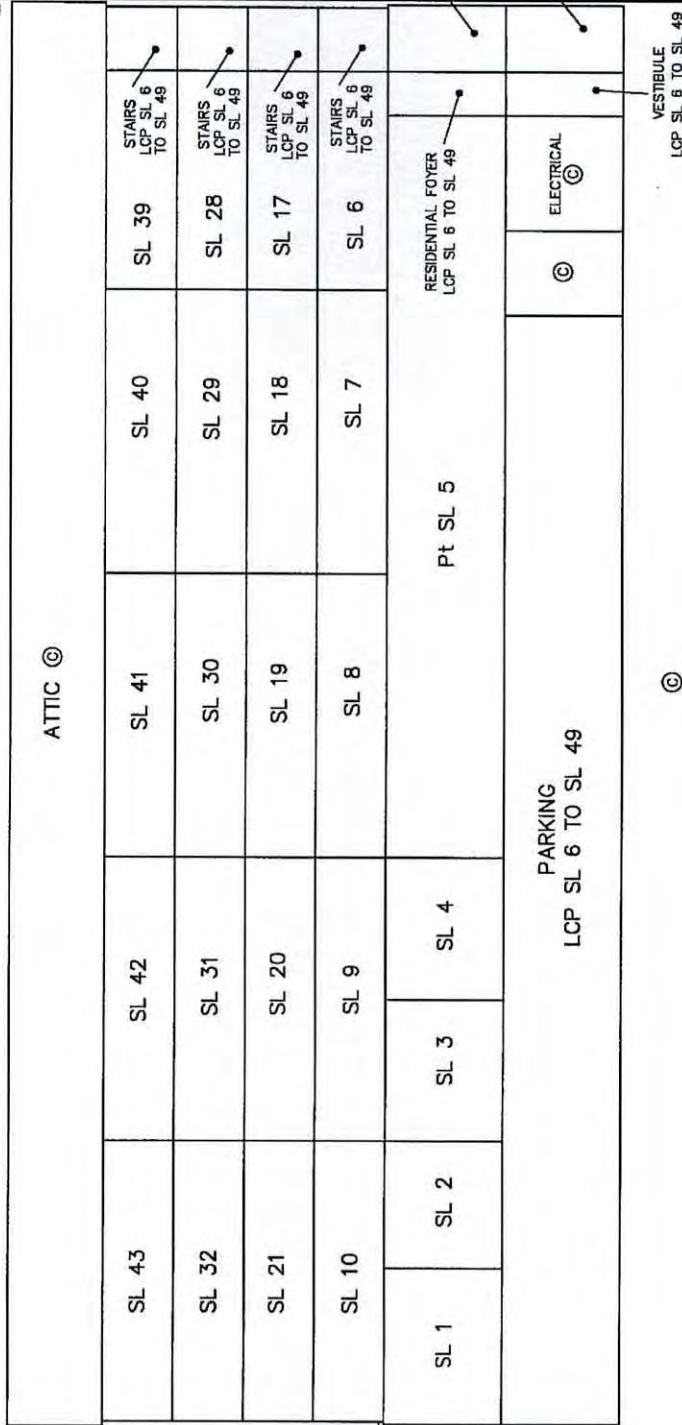
CROSS-SECTION A-A

SHEET 9 OF 11

STRATA PLAN KAS 4005

©

PHASE #1



B
PLAN KAP90885

PLAN KAP 90885
Rem 1

LEGEND

SL STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY
© DENOTES COMMON PROPERTY

CAD FILE: T00744_STRATA.DWG (JAN 3/12)

SCALE 1:200



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200

DATED AT KAMLOOPS, B.C.

THIS 3RD DAY OF JANUARY, 2012.

Christopher John de Haan
CHRISTOPHER JOHN de HAAN BCLs

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FILE NO. K10-059

CROSS-SECTION B-B

SHEET 10 OF 11

STRATA PLAN KAS HOOS.....

©

PHASE #1

ATTIC ©									
SL 44		SL 45	STAIRS LCP SL 6 TO SL 49	SL 46	SL 47	SL 48	SL 49	CORRIDOR LCP SL 6 TO SL 49	
SL 33		SL 34	STAIRS LCP SL 6 TO SL 49	SL 35	SL 36	SL 37	SL 38	CORRIDOR LCP SL 6 TO SL 49	
SL 22		SL 23	STAIRS LCP SL 6 TO SL 49	SL 24	SL 25	SL 26	SL 27	CORRIDOR LCP SL 6 TO SL 49	
SL 11		SL 12	STAIRS LCP SL 6 TO SL 49	SL 13	SL 14	SL 15	SL 16	CORRIDOR LCP SL 6 TO SL 49	
SL 1	SL 2	STAIRS LCP SL 6 TO SL 49		SL 3	SL 4	SL 5		CORRIDOR LCP SL 6 TO SL 49	
ACCESS ©		STAIRS LCP SL 6 TO SL 49		ACCESS ©					

©

B
PLAN KAP90885

DECK
LCP SL 11
ROOF

GROUND LEVEL

©

Rem 1
PLAN KAP 90442

5TH FLOOR

4TH FLOOR

3RD FLOOR

2ND FLOOR

1ST FLOOR

PARKING

LEGEND

- SL STRATA LOT
- LCP DENOTES LIMITED COMMON PROPERTY
- © DENOTES COMMON PROPERTY
- ELEV DENOTES ELEVATOR

SCALE 1:200



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200

DATED AT KAMLOOPS, B.C.

THIS 3RD DAY OF JANUARY, 2012.

CHRISTOPHER JOHN de HAAN BCL

CAD FILE: T00744_STRATA.DWG (JAN 3/12)



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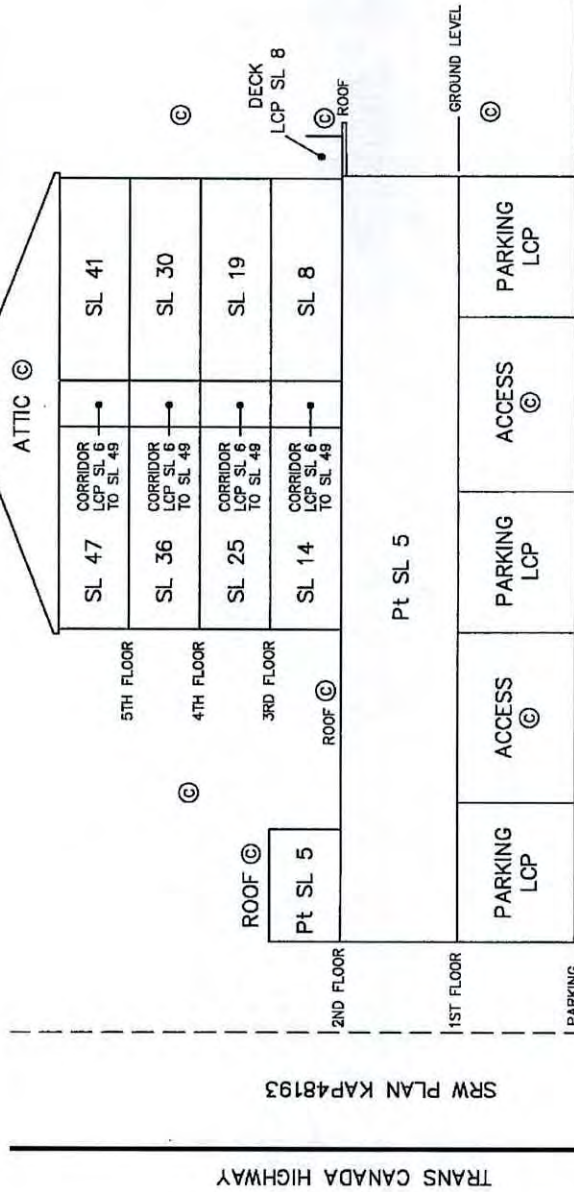
F.B. LEASE BOOK #3 Pg. 63-64

Fg. 1-10 FILE NO. K10-059

CROSS-SECTION C-C

SHEET 11 OF 11

STRATA PLAN KAS4005.....



TRANS CANADA HIGHWAY
SRW PLAN KAP48193

Rem 1
PLAN KAP 92642

PHASE #1

LEGEND

- SL STRATA LOT
- LCP DENOTES LIMITED COMMON PROPERTY
- DENOTES COMMON PROPERTY
- ELEV DENOTES ELEVATOR

SCALE 1:200



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200

DATED AT KAMLOOPS, B.C.

THIS 3RD DAY OF JANUARY, 2012.

CHRISTOPHER JOHN de HAAN BCL'S

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CENTRE LINE OF INTERIOR AND OUTSIDE WALLS
AND THE MIDDLE OF ALL FLOORS AND CEILINGS

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F.B. LEASE BOOK #6 Pg. 1-10

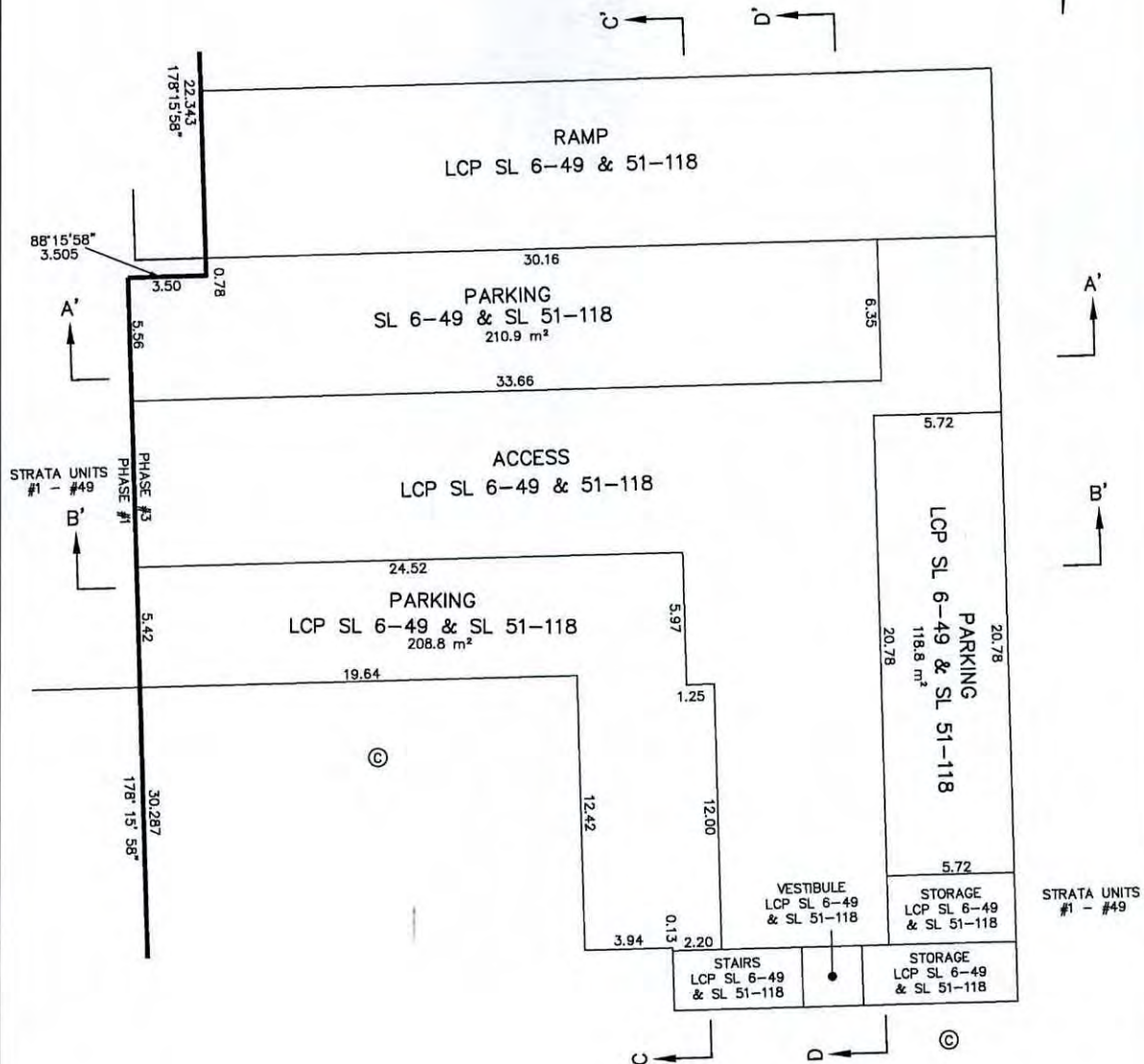
FILE NO. K10-059

STRATA PLAN KAS4005
PHASE 3 OF 4

g. 1-4

FLOOR PLAN OF UNDERGROUND PARKING LEVEL PHASE #3

SHEET 2 OF 11
STRATA PLAN KAS4005
PHASE 3 OF 4



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200

DISTANCES ARE HORIZONTAL GROUND LEVEL DISTANCES EXPRESSED
IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED

STRATA LOT BOUNDARIES ARE DETERMINED TO
CENTRE LINE OF INTERIOR AND OUTSIDE WALLS
AND THE MIDDLE OF ALL FLOORS AND CEILINGS

SECTION ARROWS ON THIS PLAN
POINT IN THE DIRECTION OF VIEW

ALL ANGLES 90° OR 45° EXCEPT AS NOTED

CHRISTOPHER JOHN de HAAN, BCLS (#799)
17TH DAY OF JANUARY, 2017

CAD FILE: T03215-PHASE-3 FINAL.DWG (JAN 17/17)

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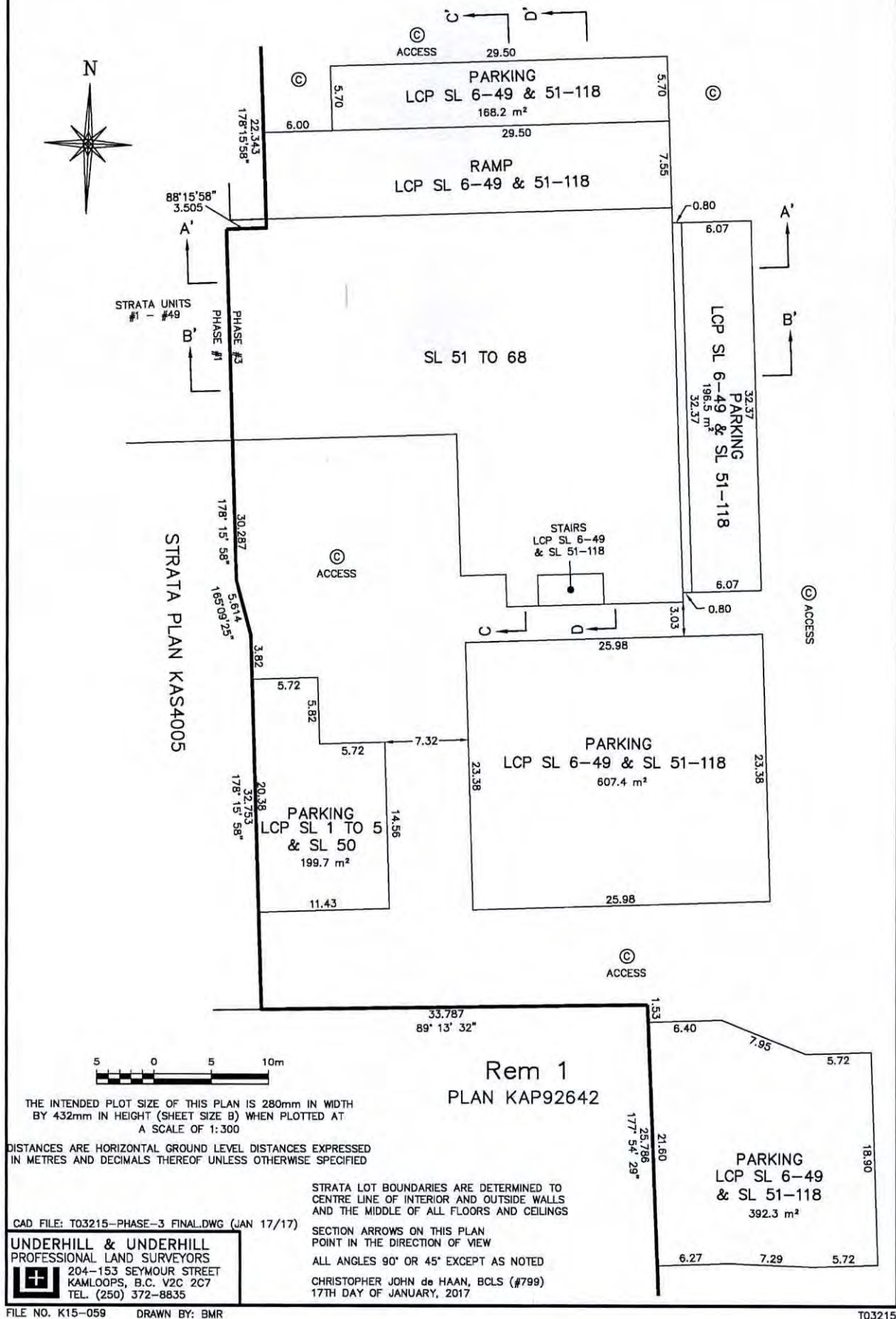
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GROUND FLOOR PLAN

SHEET 3 OF 11

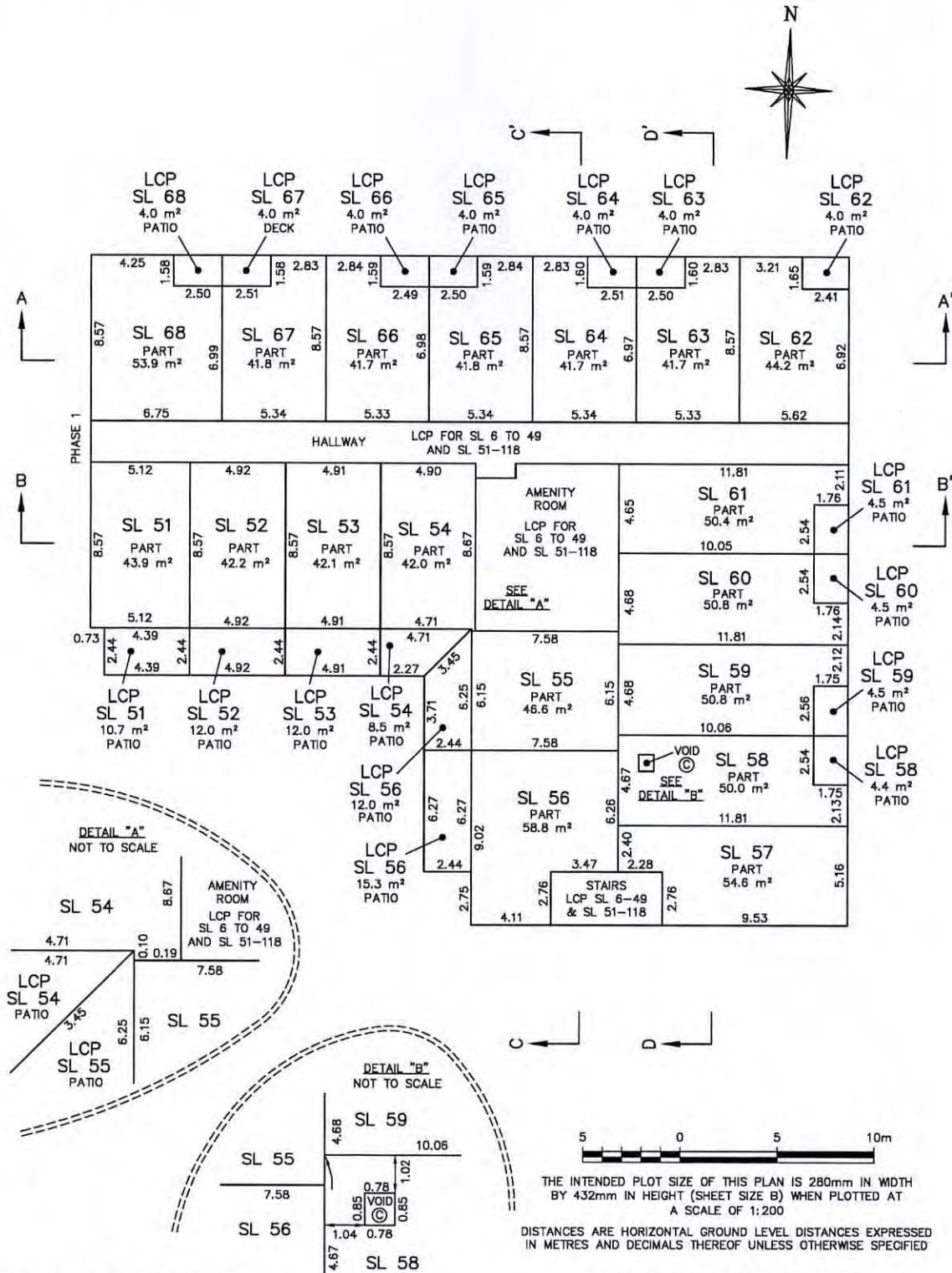
STRATA PLAN KAS4005

PHASE 3 OF 4



GROUND FLOOR
STRATA LOTS 51 TO 68 (INCLUSIVE)
PHASE #3

SHEET 4 OF 11
STRATA PLAN KAS4005
PHASE 3 OF 4



CHRISTOPHER JOHN de HAAN, BCLS (#799)
17TH DAY OF JANUARY, 2017

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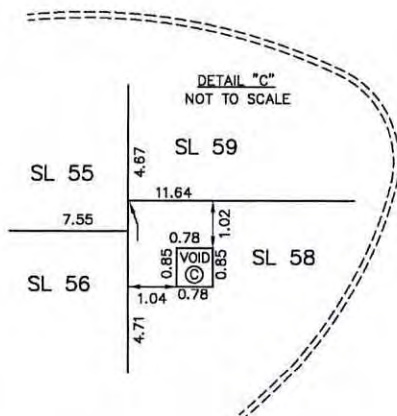
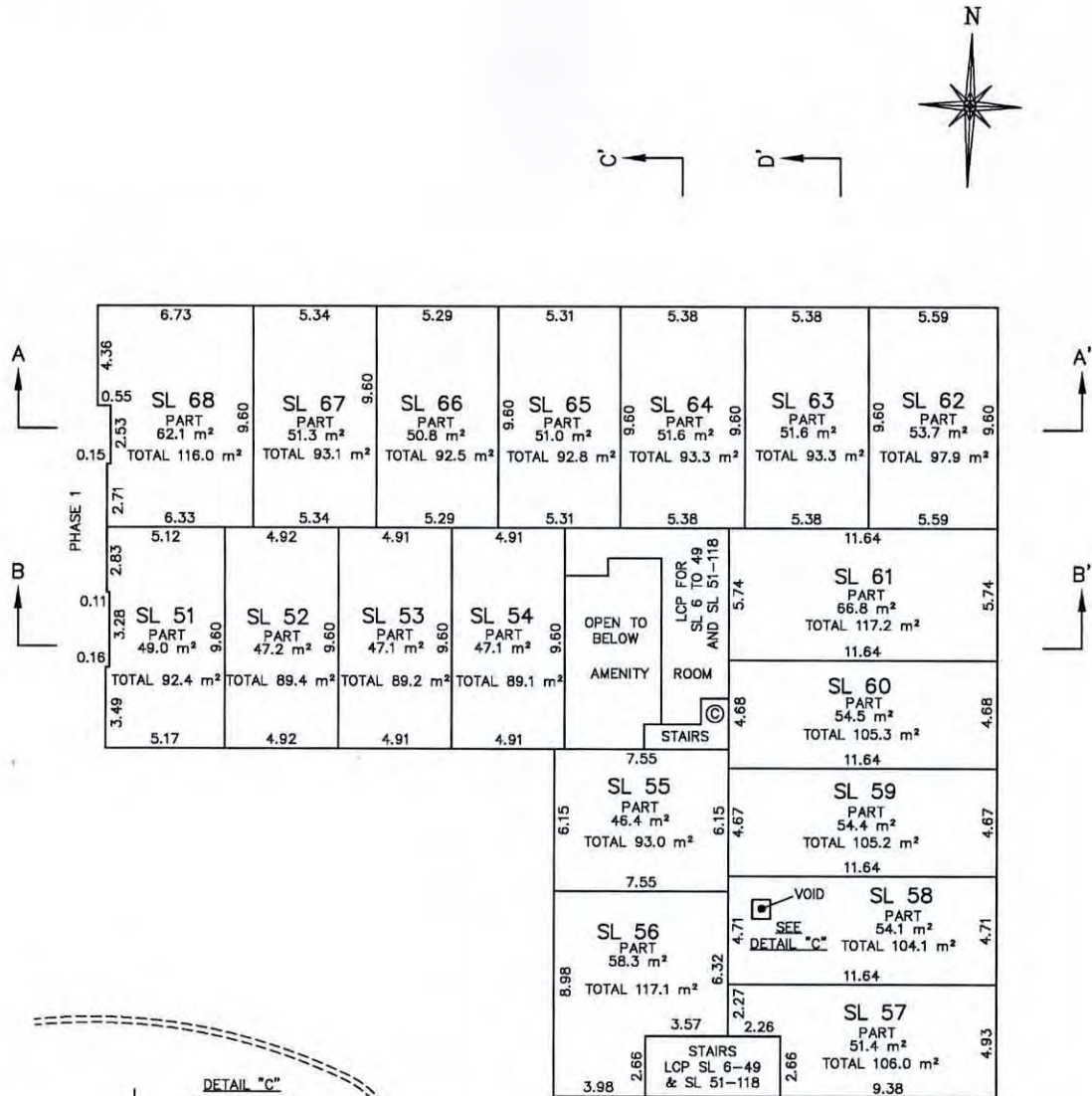
STRATA LOT BOUNDARIES ARE DETERMINED TO
CENTRE LINE OF INTERIOR AND OUTSIDE WALLS
AND THE MIDDLE OF ALL FLOORS AND CEILINGS

SECTION ARROWS ON THIS PLAN
POINT IN THE DIRECTION OF VIEW

ALL ANGLES 90° OR 45° EXCEPT AS NOTED

SECOND FLOOR
STRATA LOTS 51 TO 68 (INCLUSIVE)
PHASE #3

SHEET 5 OF 11
STRATA PLAN KAS4005
PHASE 3 OF 4



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200

DISTANCES ARE HORIZONTAL GROUND LEVEL DISTANCES EXPRESSED
IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED

CHRISTOPHER JOHN de HAAN, BCLS (#799)
17TH DAY OF JANUARY, 2017

CAD FILE: T03215-PHASE-3 FINAL.DWG (JAN 17/17)

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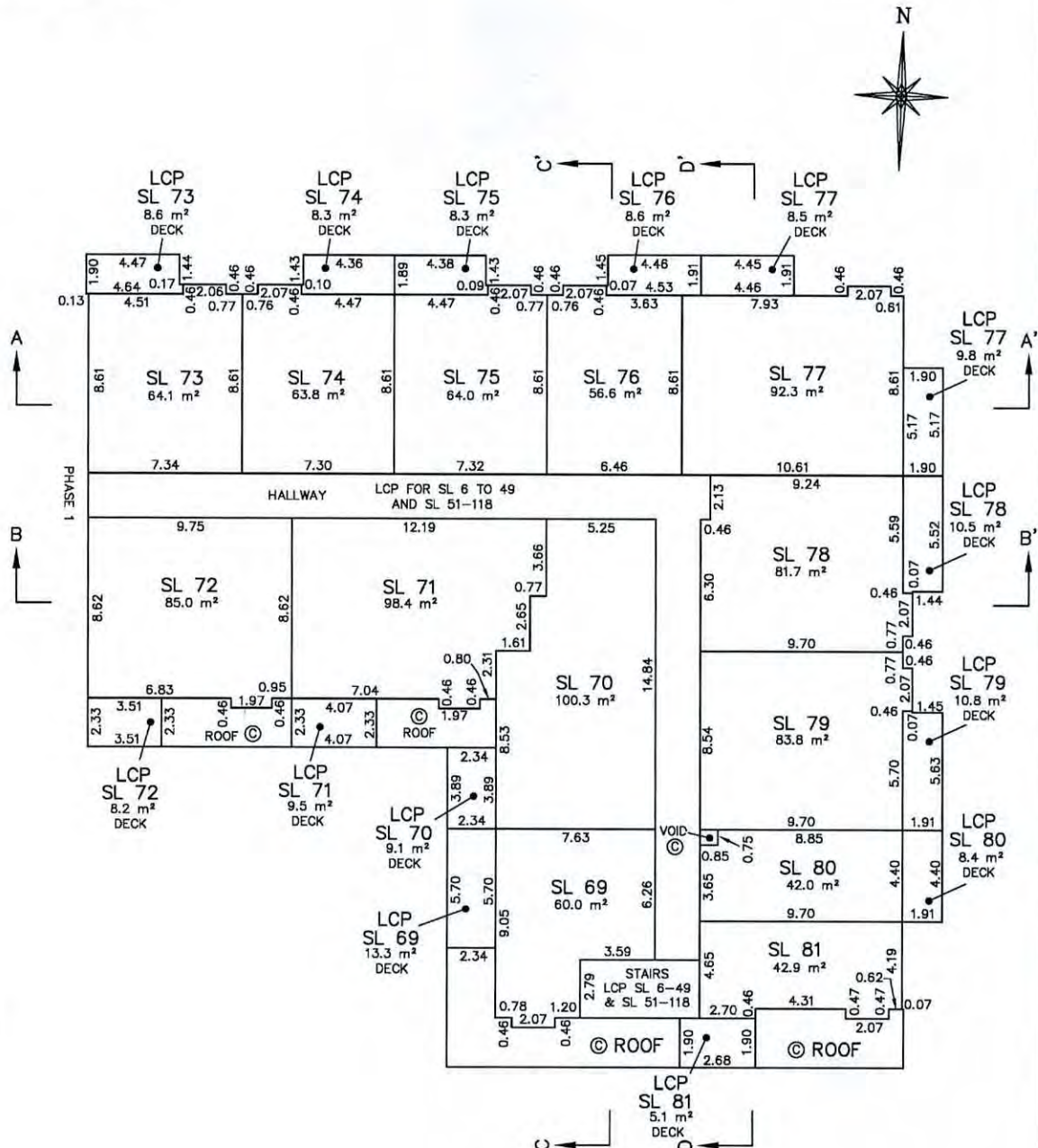
STRATA LOT BOUNDARIES ARE DETERMINED TO
CENTRE LINE OF INTERIOR AND OUTSIDE WALLS
AND THE MIDDLE OF ALL FLOORS AND CEILINGS

SECTION ARROWS ON THIS PLAN
POINT IN THE DIRECTION OF VIEW

ALL ANGLES 90° OR 45° EXCEPT AS NOTED

THIRD FLOOR
STRATA LOTS 69 TO 81 (INCLUSIVE)
PHASE #3

SHEET 6 OF 11
STRATA PLAN KAS4005
PHASE 3 OF 4



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200

DISTANCES ARE HORIZONTAL GROUND LEVEL DISTANCES EXPRESSED
IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED

CHRISTOPHER JOHN de HAAN, BCLS (#799)
17TH DAY OF JANUARY, 2017

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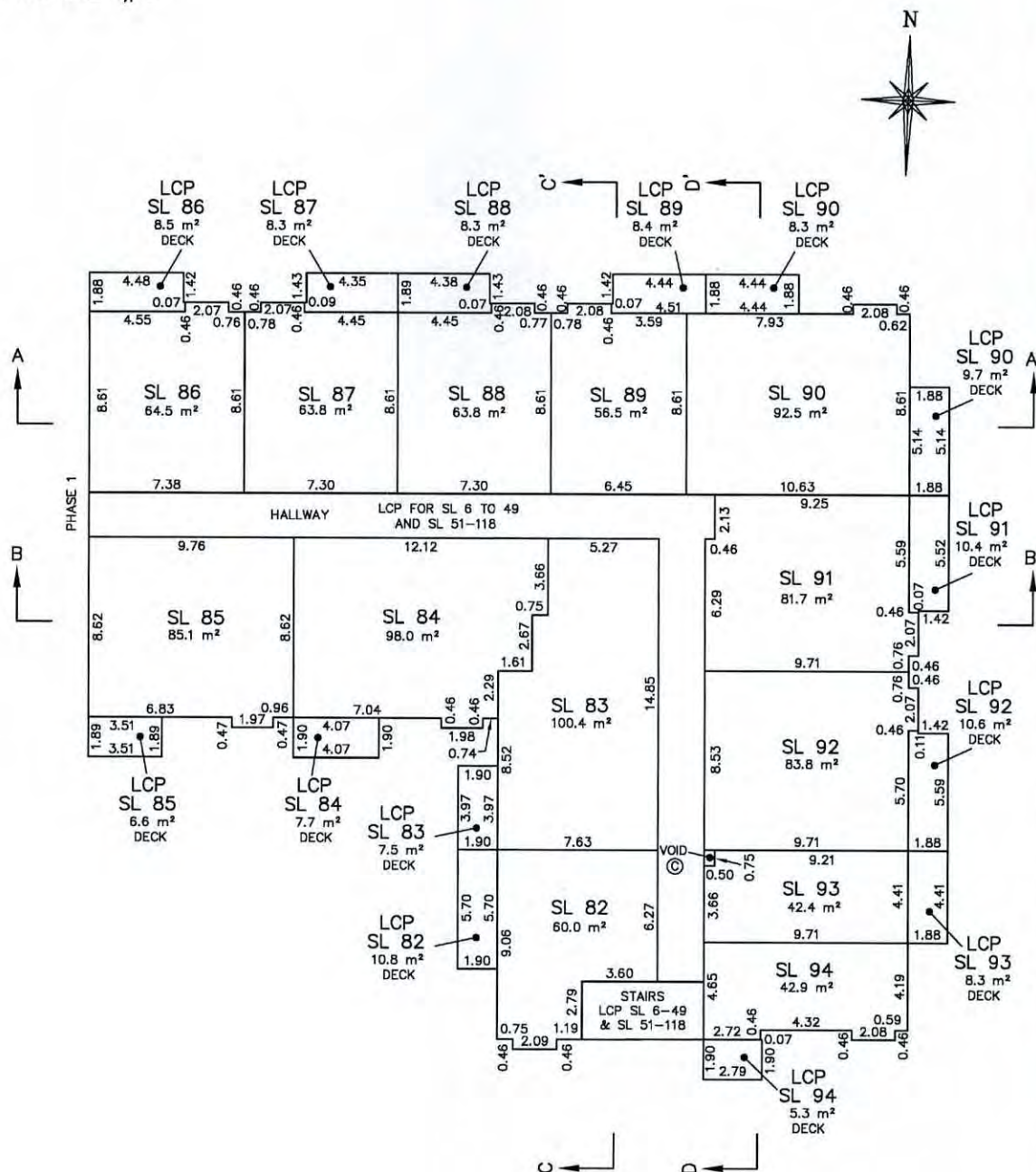
STRATA LOT BOUNDARIES ARE DETERMINED TO
CENTRE LINE OF INTERIOR AND OUTSIDE WALLS
AND THE MIDDLE OF ALL FLOORS AND CEILINGS

SECTION ARROWS ON THIS PLAN
POINT IN THE DIRECTION OF VIEW

ALL ANGLES 90° OR 45° EXCEPT AS NOTED

FOURTH FLOOR
STRATA LOTS 82 TO 94 (INCLUSIVE)
PHASE #3

SHEET 7 OF 11
STRATA PLAN KAS4005
PHASE 3 OF 4



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200

DISTANCES ARE HORIZONTAL GROUND LEVEL DISTANCES EXPRESSED
IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED

CHRISTOPHER JOHN de HAAN, BCLS (#799)
17TH DAY OF JANUARY, 2017

CAD FILE: T03215-PHASE-3 FINAL.DWG (JAN 17/17)

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FILE NO. K15-059

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STRATA LOT BOUNDARIES ARE DETERMINED TO
CENTRE LINE OF INTERIOR AND OUTSIDE WALLS
AND THE MIDDLE OF ALL FLOORS AND CEILINGS

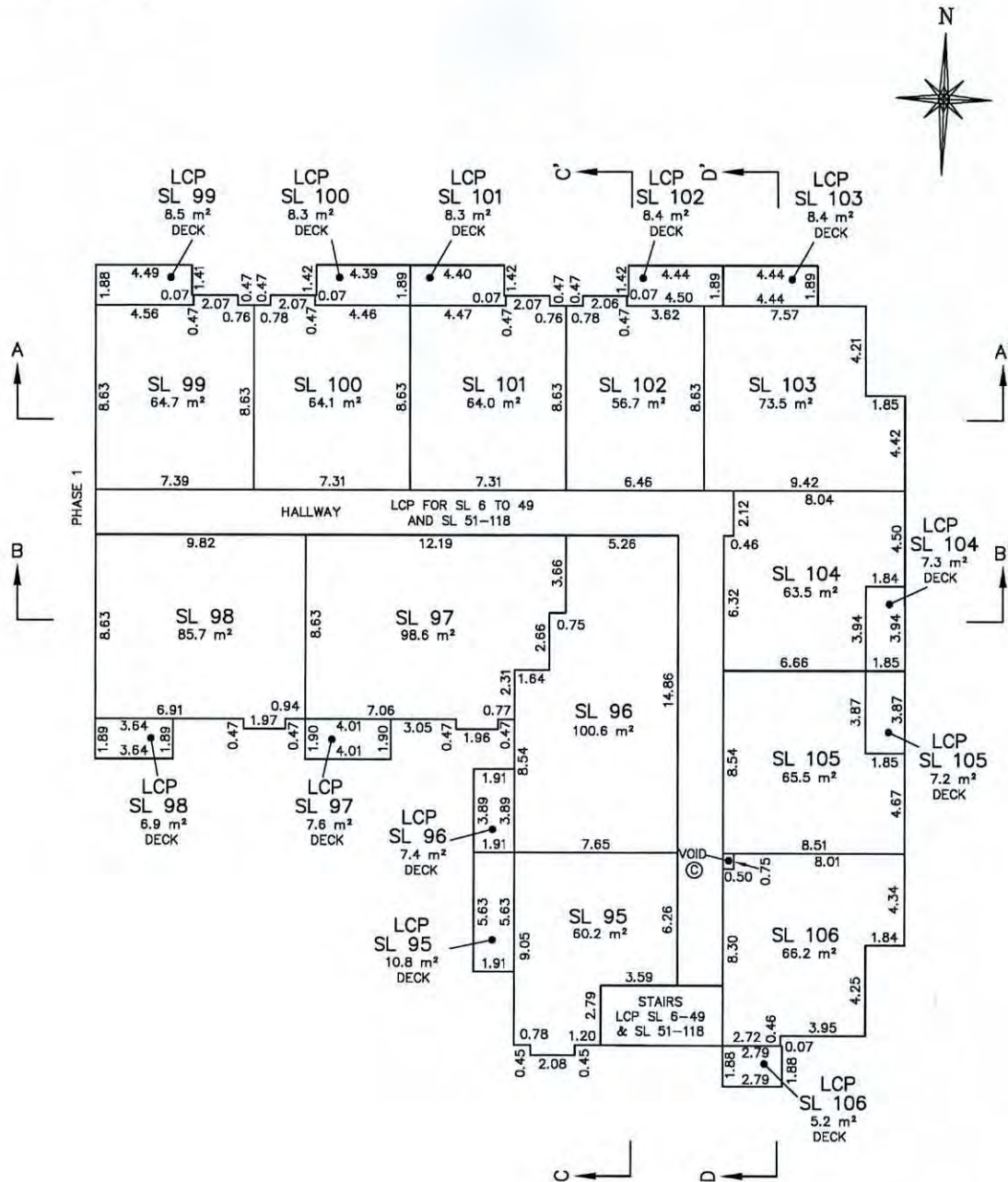
SECTION ARROWS ON THIS PLAN
POINT IN THE DIRECTION OF VIEW

ALL ANGLES 90° OR 45° EXCEPT AS NOTED

T03215

FIFTH FLOOR
STRATA LOTS 95 TO 106 (INCLUSIVE)
PHASE #3

SHEET 8 OF 11
STRATA PLAN KAS4005
PHASE 3 OF 4



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17TH DAY OF JANUARY, 2017

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PROFESSIONAL LAND SURVEYORS
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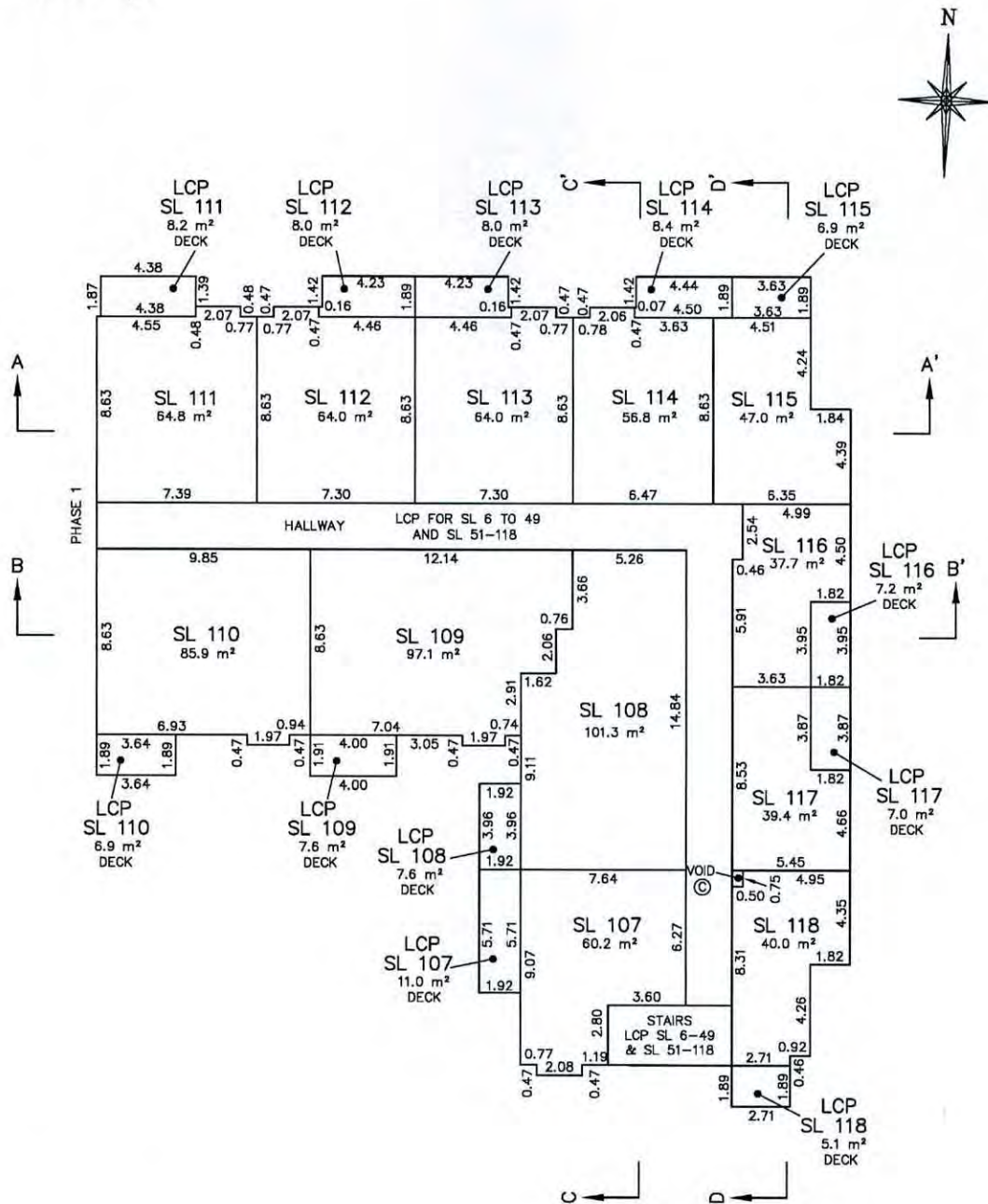
FILE NO. K15-059

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T03215

SIXTH FLOOR
STRATA LOTS 107 TO 118 (INCLUSIVE)
PHASE #3

SHEET 9 OF 11
STRATA PLAN KAS4005
PHASE 3 OF 4



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200

DISTANCES ARE HORIZONTAL GROUND LEVEL DISTANCES EXPRESSED
IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED

CHRISTOPHER JOHN de HAAN, BCLS (#799)
17TH DAY OF JANUARY, 2017

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STRATA LOT BOUNDARIES ARE DETERMINED TO
CENTRE LINE OF INTERIOR AND OUTSIDE WALLS
AND THE MIDDLE OF ALL FLOORS AND CEILINGS

SECTION ARROWS ON THIS PLAN
POINT IN THE DIRECTION OF VIEW

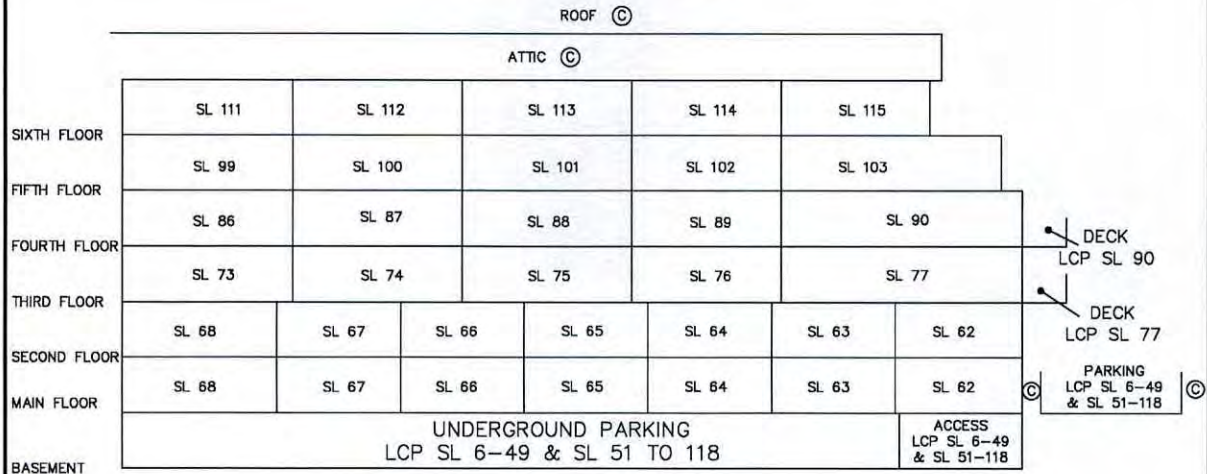
ALL ANGLES 90° OR 45° EXCEPT AS NOTED

T03215

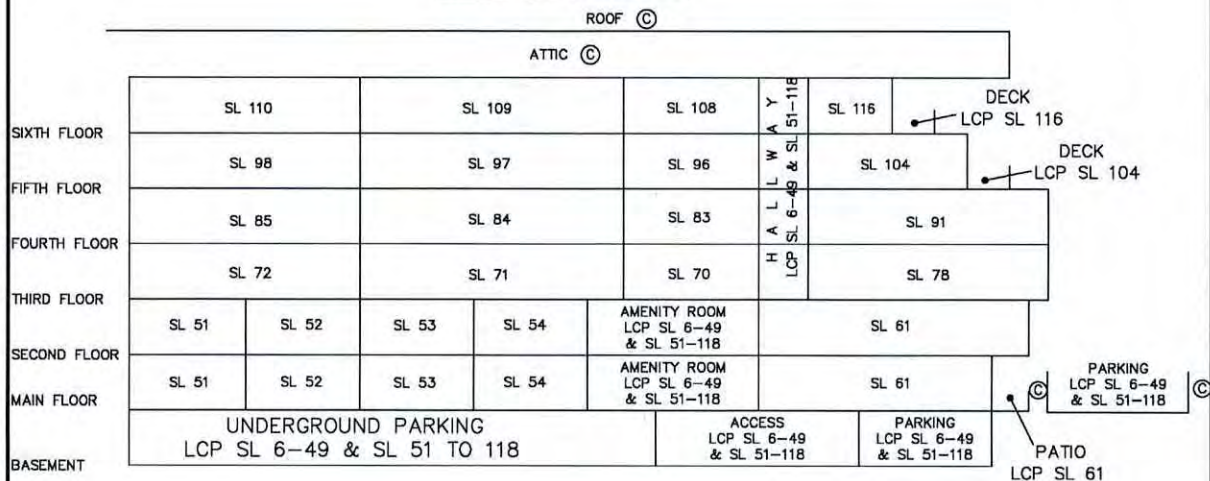
SECTIONS PHASE #3

SHEET 10 OF 11
STRATA PLAN KAS4005
PHASE 3 OF 4

SECTION A-A'



SECTION B-B'



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH
BY 432mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:200

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IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED

CHRISTOPHER JOHN de HAAN, BCLS (#799)
17TH DAY OF JANUARY, 2017

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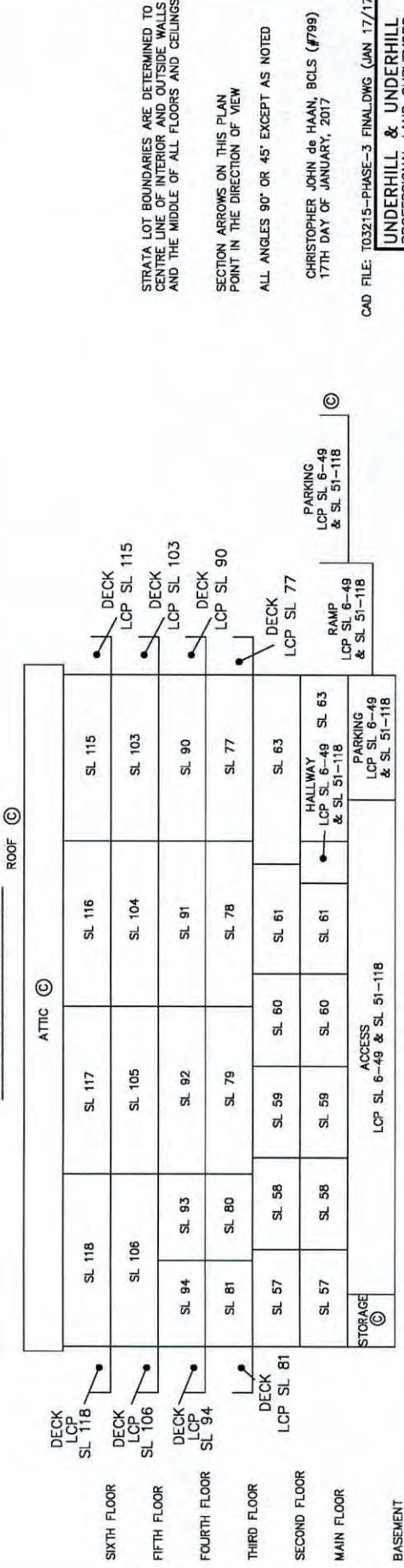
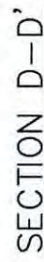
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TEL. (250) 372-6835

STRATA LOT BOUNDARIES ARE DETERMINED TO
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AND THE MIDDLE OF ALL FLOORS AND CEILINGS

SECTION ARROWS ON THIS PLAN
POINT IN THE DIRECTION OF VIEW

ALL ANGLES 90° OR 45° EXCEPT AS NOTED

STRATA PLAN KAS4005
PHASE 3 OF 4



CAD FILE: T03215-PHASE-3 FINAL.DWG (JAN 17/17)

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TEL (250) 372-8835

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FILE NO. K10-059

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Date: March 30th, 2012

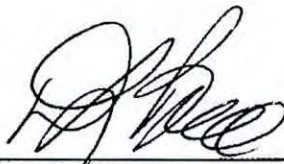
To: REGISTRAR
Land Title and Survey Authority of BC

Please receive herewith the following document for filing:

Form V pursuant to the Strata Property Act,
Strata Plan KAS 004005

np 3/30/2012 2:58:00 PM 1 3
Doc File 1 \$0.00

Fee Payable \$ Nil



Signature of Agent for Applicant:

DRYSDALE BACON McSTRAVICK
Barristers and Solicitors
211, 1015 Austin Avenue
Coquitlam, B.C., V3K 3N9
(604) 939-8321
File: 19014-11

ABSTRACT REGISTRY
10330

Strata Property Act**FORM V****SCHEDULE OF UNIT ENTITLEMENT**

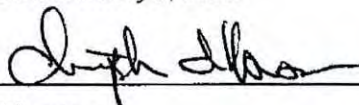
(Sections 245(a), 246, 264)

604005

Re: Strata Plan _____, being a strata plan of

PID: 028-753-411 Lot 1, Sec 5, Tp 20, R 16, W6M, KDYD Plan KAP 92642
Phase 1**Complete and file only the applicable form of schedule.****STRATA PLAN CONSISTING ENTIRELY OF BOTH RESIDENTIAL AND
NONRESIDENTIAL STRATA LOTS**The unit entitlement for each **residential** strata lot is one of the following [check appropriate box], as set out in the following table:

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

Certificate of British Columbia Land SurveyorI, *Christopher J. de Haan*, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.Date: *January 3, 2012*.

Signature

OR

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

OR

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

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement of Residential Strata Lots**	%* of Total Unit Entitlement of All Strata Lots**
6	5,9	91.5	92		
7	5,9	107.5	108		
8	5,9,11	107.6	108		
9	5,9	107.5	108		
10	5,9	80.0	80		
11	5,10	77.8	78		
12	5,10	79.7	80		
13	5,10	93.8	94		
14	5,10,11	107.4	107		
15	5,10	107.4	107		
16	5,10	74.8	75		
17	6,9	91.5	92		
18	6,9	107.5	108		
19	6,9,11	107.6	108		
20	6,9	107.5	108		
21	6,9	80.0	80		
22	6,10	77.8	78		
23	6,10	79.7	80		
24	6,10	93.8	94		
25	6,10,11	107.4	107		
26	6,10	107.4	107		
27	6,10	74.8	75		
28	7,9	91.5	92		
29	7,9	107.5	108		
30	7,9,11	107.6	108		
31	7,9	107.5	108		
32	7,9	80.0	80		
33	7,10	77.8	78		
34	7,10	79.7	80		
35	7,10	93.8	94		
36	7,10,11	107.4	107		
37	7,10	107.4	107		
38	7,10	74.8	75		
39	8,9	91.5	92		
40	8,9	107.5	108		
41	8,9,11	107.6	108		
42	8,9	107.5	108		

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement of Residential Strata Lots**	%* of Total Unit Entitlement of All Strata Lots**
43	8,9	80.0	80		
44	8,10	77.8	78		
45	8,10	79.7	80		
46	8,10	93.8	94		
47	8,10,11	107.4	107		
48	8,10	107.4	107		
49	8,10	74.8	75		
Total number of residential strata lots: 44			Total unit entitlement of residential strata lots: 4148		

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

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

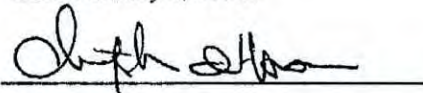
The unit entitlement for each **nonresidential** strata lot is one of the following [check appropriate box], as set out in the following table:

- ☒ (a) the total area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(b)(i) of the *Strata Property Act*.

Certificate of British Columbia Land Surveyor

I, *Christopher J. de Haan*, a British Columbia land surveyor, certify that the following table reflects the total area of each nonresidential strata lot.

Date: *January 3, 2012*.


Signature

OR

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

OR

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

Strata Lot No.	Sheet No.	Total Area in m ²	Unit Entitlement	%* of Total Unit Entitlement of Nonresidential Strata Lots**	%* of Total Unit Entitlement of All Strata Lots**
1	4,9,10	119.0	119		
2	4,9,10	117.7	118		
3	4,9,10	99.7	100		
4	4,9,10	118.5	119		
5	4,9,10,11	1232.4	1232		
Total number of non-residential strata lots: 5			Total unit entitlement of nonresidential strata lots: 1688		


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

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

Schedule of Unit Entitlement approved by the Superintendent of Real Estate in accordance with section 246(5) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Date: January 3, 2012.



Signature of Owner Developer

May-02-2017 10:50:02.004

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

CA5968098

PAGE 1 OF 4 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Richard John
Stuart Rainey
4TUN1QDigitally signed by Richard John Stuart
Rainey 4TUN1Q
DN: c=CA, cn=Richard John Stuart
Rainey 4TUN1Q, o=Lawyer, ou=Verify
ID at www.juricert.com/LKUP.cfm?
id=4TUN1Q
Date: 2017.05.01 13:57:39 -07'00'

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

Richard J.S. Rainey, solicitor of Drysdale Bacon McStravick LLP

Barristers and Solicitors

#211 - 1015 Austin Avenue

Coquitlam

BC V3K 3N9

Telephone: 604 939-8321

File No.: 19014-13

LTO Client No.: 010652

Document Fees: \$28.63

Deduct LTSA Fees? Yes ☒

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

Form-V Schedule of Unit Entitlement

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-753-411

**LOT 1 SECTION 5 TOWNSHIP 20 RANGE 16 WEST OF THE SIXTH MERIDIAN
KAMLOOPS DIVISION YALE DISTRICT PLAN KAP92642 EXCEPT STRATA
PLAN KAS4005 (PHASE 1 & 2)**

Strata Property Act

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan KAS4005, being a strata plan of

*PID: 028-753-411 Lot 1, Sec 5, Tp 20, R 16, W6M, KDYD, Plan KAP92642 Except
Strata Plan KAS4005 Phases #1 and #2*

Complete and file only the applicable form of schedule.

STRATA PLAN CONSISTING ENTIRELY OF BOTH RESIDENTIAL AND NON-RESIDENTIAL STRATA LOTS

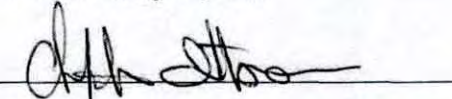
The unit entitlement for each residential strata lot is one of the following *[check appropriate box]*, as set out in the following table:

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

Certificate of British Columbia Land Surveyor

I, Christopher J. de Haan, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: January 17, 2017


Signature

OR

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

OR

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

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m ²	Unit Entitlement
51	4,5,10	92.4	92
52	4,5,10	89.4	89
53	4,5,10	89.2	89
54	4,5,10	89.1	89
55	4,5,11	93.0	93
56	4,5,11	117.1	117
57	4,5,11	106.0	106
58	4,5,11	104.1	104
59	4,5,11	105.2	105
60	4,5,11	105.3	105
61	4,5,10,11	117.2	117
62	4,5,10	97.9	98
63	4,5,10,11	93.3	93
64	4,5,10,11	93.3	93
65	4,5,10	92.8	93
66	4,5,10	92.5	93
67	4,5,10	93.1	93
68	4,5,10	116.0	116
69	6,11	60.0	60
70	6,10,11	100.3	100
71	6,10	98.4	98
72	6,10	85.0	85
73	6,10	64.1	64
74	6,10	63.8	64
75	6,10	64.0	64
76	6,10,11	56.6	57
77	6,10,11	92.3	92
78	6,10,11	81.7	82
79	6,11	83.8	84
80	6,11	42.0	42
81	6,11	42.9	43
82	7,11	60.0	60
83	7,10,11	100.4	100
84	7,10	98.0	98
85	7,10	85.1	85
86	7,10	64.5	65
87	7,10	63.8	64
88	7,10	63.8	64
89	7,10,11	56.5	57
90	7,10,11	92.5	93
91	7,10,11	81.7	82
92	7,11	83.8	84
93	7,11	42.4	42

Strata Lot No.	Sheet No.	Total Area in m ²	Unit Entitlement
94	7,11	42.9	43
95	8,11	60.2	60
96	8,10,11	100.6	101
97	8,10	98.6	99
98	8,10	85.7	86
99	8,10	64.7	65
100	8,10	64.1	64
101	8,10	64.0	64
102	8,10,11	56.7	57
103	8,10,11	73.5	74
104	8,10,11	63.5	64
105	8,11	65.5	66
106	8,11	66.2	66
107	9,11	60.2	60
108	9,10,11	101.3	101
109	9,10	97.1	97
110	9,10	85.9	86
111	9,10	64.8	65
112	9,10	64.0	64
113	9,10	64.0	64
114	9,10,11	56.8	57
115	9,10,11	47.0	47
116	9,10,11	37.7	38
117	9,11	39.4	39
118	9,11	40.0	40
Total Number of Lots: 68			Total Unit Entitlement = 5281

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

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

January 19, 2017.

Date: [month, day, year].



Signature of Owner Developer

30 MAR 2012 14 55

LB502628

NIL

4/9

DO NOT WRITE ABOVE THIS LINE - LAND TITLE USE ONLY

Date: March 30th, 2012

To: REGISTRAR
Land Title and Survey Authority of BC

Please receive herewith the following document for filing:

Form W pursuant to the Strata Property Act,

004005

Strata Plan KAS _____

np 3/30/2012 2:58:21 PM 1 3
Doc File 1 \$0.00

ABSTRACT REGISTRY
10330

Fee Payable \$ Nil



Signature of Agent for Applicant:

DRYSDALE BACON McSTRAVICK
Barristers and Solicitors
211, 1015 Austin Avenue
Coquitlam, B.C., V3K 3N9
(604) 939-8321
File: 19014-11

Strata Property Act**FORM W****SCHEDULE OF VOTING RIGHTS***(sections 245(b), 247, 248, 264)*

Re: Strata Plan 004005, being a strata plan of
PID: 028 753 411 Lot 1, Sec 5, Tp 20, R 16, W6M, KDYD Plan KAP 92642
Phase 1

The strata plan is composed of 5 nonresidential strata lots, and 44 residential strata lots.

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

- ☒ (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*.

OR

- ☐ (b) the strata plan is composed entirely of nonresidential strata lots, and the number of votes per strata lot is calculated in accordance with section 247(2)(b) of the *Strata Property Act*.

OR

- ☐ (c) the number of votes per strata lot is approved by the Superintendent of Real Estate in accordance with section 248 of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Type of Strata Lot (Residential or Nonresidential)	Sheet No.	Number of Votes
1	Nonresidential	4,9,10	1.0
2	Nonresidential	4,9,10	1.0
3	Nonresidential	4,9,10	0.8
4	Nonresidential	4,9,10	1.0
5	Nonresidential	4,9,10,11	10.3
6	Residential	5,9	1
7	Residential	5,9	1
8	Residential	5,9,11	1
9	Residential	5,9	1
10	Residential	5,9	1
11	Residential	5,10	1
12	Residential	5,10	1
13	Residential	5,10	1
14	Residential	5,10,11	1
15	Residential	5,10	1
16	Residential	5,10	1
17	Residential	6,9	1
18	Residential	6,9	1
19	Residential	6,9,11	1
20	Residential	6,9	1
21	Residential	6,9	1
22	Residential	6,10	1
23	Residential	6,10	1
24	Residential	6,10	1
25	Residential	6,10,11	1
26	Residential	6,10	1
27	Residential	6,10	1
28	Residential	7,9	1
29	Residential	7,9	1
30	Residential	7,9,11	1
31	Residential	7,9	1
32	Residential	7,9	1
33	Residential	7,10	1
34	Residential	7,10	1
35	Residential	7,10	1
36	Residential	7,10,11	1
37	Residential	7,10	1
38	Residential	7,10	1
39	Residential	8,9	1
40	Residential	8,9	1

Strata Lot No.	Type of Strata Lot (Residential or Nonresidential)	Sheet No.	Number of Votes
41	Residential	8,9,11	1
42	Residential	8,9	1
43	Residential	8,9	1
44	Residential	8,10	1
45	Residential	8,10	1
46	Residential	8,10	1
47	Residential	8,10,11	1
48	Residential	8,10	1
49	Residential	8,10	1
Total number of strata lots: 49			Total number of votes: 58.3

Date: January 3, 2012.

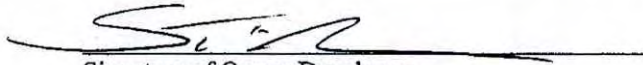

Signature of Owner Developer

EXHIBIT "3-B"
KAMLOOPS LAND TITLE OFFICE

May-02-2017 10:50:02.005

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

CA5968099

PAGE 1 OF 4 PAGES

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

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.Richard John
Stuart Rainey
4TUN1QDigitally signed by Richard John Stuart
Rainey 4TUN1Q
DN: c=CA, cn=Richard John Stuart
Rainey 4TUN1Q, o=Lawyer, ou=Verify
ID at www.juricert.com/LKUP.cfm?
id=4TUN1Q
Date: 2017.05.01 13:57:52 -07'00'

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

Richard J.S. Rainey, solicitor of Drysdale Bacon McStravick LLP

Barristers and Solicitors

#211 - 1015 Austin Avenue

Coquitlam

BC V3K 3N9

Telephone: 604 939-8321

File No.: 19014-13

LTO Client No.: 010652

Document Fees: \$28.63

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:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-753-411

**LOT 1 SECTION 5 TOWNSHIP 20 RANGE 16 WEST OF THE SIXTH MERIDIAN
KAMLOOPS DIVISION YALE DISTRICT PLAN KAP92642 EXCEPT STRATA
PLAN KAS4005 (PHASE 1 & 2)**

Strata Property Act

FORM W

SCHEDULE OF VOTING RIGHTS

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

Re: Strata Plan KAS4005, being a strata plan of

*PID: 028-753-411 Lot 1, Sec 5, Tp 20, R 16, W6M, KDYD, Plan KAP92642 Except
Strata Plan KAS4005 Phase #1 and #2*

Complete and file only the applicable form of schedule.

**STRATA PLAN CONSISTING OF RESIDENTIAL AND NON-RESIDENTIAL
STRATA LOTS**

The strata plan is composed of 68 residential strata lots.

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

- ☒ (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*.

OR

- ☐ (b) the strata plan is composed entirely of nonresidential strata lots, and the number of votes per strata lot is calculated in accordance with section 247(2)(b) of the *Strata Property Act*.

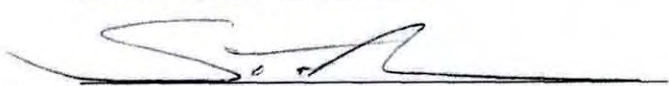
OR

- ☐ (c) the number of votes per strata lot is approved by the Superintendent of Real Estate in accordance with section 248 of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Type of Strata Lot (Residential or Nonresidential)	Sheet No.	Number of Votes
51	Residential	4,5,10	1
52	Residential	4,5,10	1
53	Residential	4,5,10	1
54	Residential	4,5,10	1
55	Residential	4,5,11	1
56	Residential	4,5,11	1
57	Residential	4,5,11	1
58	Residential	4,5,11	1
59	Residential	4,5,11	1
60	Residential	4,5,11	1
61	Residential	4,5,10,11	1
62	Residential	4,5,10	1
63	Residential	4,5,10,11	1
64	Residential	4,5,10,11	1
65	Residential	4,5,10	1
66	Residential	4,5,10	1
67	Residential	4,5,10	1
68	Residential	4,5,10	1
69	Residential	6,11	1
70	Residential	6,10,11	1
71	Residential	6,10	1
72	Residential	6,10	1
73	Residential	6,10	1
74	Residential	6,10	1
75	Residential	6,10	1
76	Residential	6,10,11	1
77	Residential	6,10,11	1
78	Residential	6,10,11	1
79	Residential	6,11	1
80	Residential	6,11	1
81	Residential	6,11	1
82	Residential	7,11	1
83	Residential	7,10,11	1
84	Residential	7,10	1
85	Residential	7,10	1
86	Residential	7,10	1
87	Residential	7,10	1

Strata Lot No.	Type of Strata Lot (Residential or Nonresidential)	Sheet No.	Number of Votes
88	Residential	7,10	1
89	Residential	7,10,11	1
90	Residential	7,10,11	1
91	Residential	7,10,11	1
92	Residential	7,11	1
93	Residential	7,11	1
94	Residential	7,11	1
95	Residential	8,11	1
96	Residential	8,10,11	1
97	Residential	8,10	1
98	Residential	8,10	1
99	Residential	8,10	1
100	Residential	8,10	1
101	Residential	8,10	1
102	Residential	8,10,11	1
103	Residential	8,10,11	1
104	Residential	8,10,11	1
105	Residential	8,11	1
106	Residential	8,11	1
107	Residential	9,11	1
108	Residential	9,10,11	1
109	Residential	9,10	1
110	Residential	9,10	1
111	Residential	9,10	1
112	Residential	9,10	1
113	Residential	9,10	1
114	Residential	9,10,11	1
115	Residential	9,10,11	1
116	Residential	9,10,11	1
117	Residential	9,11	1
118	Residential	9,11	1
Total number of strata lots: 68			Total number of votes: 68


Signature of Owner Developer

January 19, 2017

Date (month, day, year)

EXHIBIT "4"

STRATA CORPORATION

KAS 4005

(Dallas Town Centre)

ADDITIONAL BYLAWS

KAS 4005 Bylaws - Registered March 30, 2012

Amended November 18, 2013

Amended October 23, 2014

Amended October 25, 2016

Amended November 8, 2017

Amended April 28, 2022

Amended October 26, 2023

Amended November 20, 2024

STRATA CORPORATION KAS 4005 (Dallas Town Centre)

General Information

ADDITIONS TO BYLAWS

- Are those contained in the *Strata Property Act*, schedule of standard bylaws, and may be added to if a Strata Corporation needs special bylaws.
- The Owner's may, by 'Special Resolution', create bylaws that affect individual Strata lots, as well as, common property. A bylaw must be presented to owners as a Special Resolution at a general meeting and be passed by 75% of the owners who are eligible to vote and are present in person or by proxy. The bylaw must then be registered at the Land Titles Office with a Form I.

Strata Property Act may be viewed online at www.bclaws.ca or purchased from:

Crown Publications Inc.
521 Fort Street
Victoria, BC V8W 1E7

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DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Payment Of Strata Fees

An owner must pay all strata fees to the strata corporation, or its agent, on, or before the first day of the month to which the fees relate. All other amounts owed to the strata corporation are payable at the time they are assessed, work is completed or as required by strata corporation motion or bylaw. Any amounts owed to the strata corporation will be assessed interest on the monthly balance at the maximum equivalent monthly rate as set out in the *Strata Property Act* Regulations.

2. Repair And Maintenance Of Property By Owner

- 1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3) Damage Chargeback:
 - 3.1 An owner must indemnify and save harmless the Strata Corporation from the expense of any investigation, maintenance, repair or replacement rendered necessary to the common property or to any strata lot for which the owner or the owner's tenants, occupants or visitors are responsible, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
 - 3.2 For clarity and without limiting the meaning of the word "responsible", an owner is deemed to be responsible, under this bylaw, for any of the following:
 - a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word "responsible" has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
 - b) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); and
 - c) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including, but not limited to, anything arising from any of the following:
 - i. dishwasher;
 - ii. refrigerator with ice/water dispensing capabilities;
 - iii. washing machine;
 - iv. toilets, sinks, bathtubs;
 - v. dedicated plumbing related pipes and fixtures, that solely service a strata lot;
 - vi. exhaust fans and humidifiers/dehumidifiers;
 - vii. anything introduced into the strata lot by a resident or visitor
 - viii. any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;

- ix. any pets residing in or visiting at the owner's strata lot;
 - x. any person residing in or visiting at the owner's strata lot; and barbecues or smokers.
- 3.3 For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:
- a) the costs of investigating the cause of any loss or damage, where the owner is responsible;
 - b) the costs of repairing the cause of any loss or damage, where the owner is responsible;
 - c) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner;
 - d) any insurance deductible paid or payable by the strata corporation; and
 - e) the costs to repair the loss or damage, where no strata insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy. Where an insurance claim is not made, the owner's liability under this bylaw is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer.

Added April 28, 2022

3. Use Of Property

- 1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - a) causes a nuisance or hazard to another person
 - b) causes unreasonable noise
 - c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot
 - d) is illegal, or
 - e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 2) An owner, tenant, occupant or visitor 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) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common assets.
- 4) An owner, tenant, resident or visitor shall not keep any pets on a strata lot other than one or more of the following:
 - a) a reasonable number of fish or other small aquarium animals;
 - b) a reasonable number of small caged mammals;
 - c) up to 2 caged birds;
 - d) one dog or one cat.
 - e) No animal shall exceed 15.9 Kilograms (35.0 pounds) or 50.8 Centimeters (20.0 inches) at the shoulder when fully grown.

- f) Within two weeks of bringing a pet (Dog or Cat) onto the strata lot on a permanent basis, owners, tenants and occupants must **fill out and return a Pet Registration Form that supplies** the Strata Council with a physical description of the pet along with the pet's name, and the owners name, unit and telephone number. This information shall be filed with the Property Manager.

Amended October 27, 2022

- g) All pets must stay inside the residents strata lot and must be carried by the owner at all time when the pet is on common property (hallways)

Added October 27, 2022

- h) Bird feeders are not permitted.

Added November 20, 2024

- 5) An owner, tenant, resident, or visitor must ensure that all animals are leashed or otherwise secured and under the effective control of a responsible person when on the common property or on land that is a common asset. All pets must be kept quiet, controlled and clean.
- 6) An owner, tenant, resident or visitor must not bring any dangerous or poisonous animals onto a strata lot, the common property or on land that is a common asset.
- 7) An owner, tenant, resident or visitor must not allow a dog to cause unreasonable noise by barking.
- 8) An owner, tenant, resident, or visitor must not allow a pet to defecate on common property or a common asset or on a strata lot that the owner does not own, and must, if that pet deposits feces on the common property, or on a common asset, or on any strata lot, immediately remove the feces deposited by the pet.
- 9) No vehicles that are inoperable, uninsured or unlicensed may be parked or stored on common property or limited common property.
- 10) Vehicles parked or stored in contravention of the Bylaws or Rules of the strata corporation may be towed without notice at the owner, tenant, resident or visitor's risk and expense.
- 11) Owners, tenants, residents and visitors must abide by all parking signs and posted speed limit signs.
- 12) No owners, tenants, residents and visitors of the residential strata lots, being strata lots 6 to 49 (the "Residential Strata Lots"), shall be permitted to park in the parking lot immediately adjacent and south of the building comprising of strata lots 1 to 49 (the "Commercial Parking Lot"), unless:
 - a) such parking occurs between the hours of 9:00 p.m. and 8:00 a.m.; and
 - b) the vehicle is not parked in a parking stall directly adjacent to the building comprising strata lots 1 to 49, including any parking stalls directly in front of the main entrance for the Residential Strata Lots.
- 13) a) Additional parking spaces may be available for rent to the owner of a strata lot by way of a Parking Agreement as allocated by the Residential Executive on a first come, first serve basis. There are 18 LCP parking spots are designated as rentals for this purpose. Fees for such rental shall be \$25/month or as determined by the Residential Executive. Payment is due on the 1st day of each month, where payment is not received by the 7th day, the parking agreement shall terminate and the additional parking stall will be forfeited.
 - b) No agreements will be entered into with any individual other than the owner of said strata lot. Misleading statements made in regards to ownership will constitute termination of said agreement for said additional parking stall, upon confirmation.

- c) Owners must apply for an additional stall to the Executive, through the Property Manager. If there are no available parking spaces for rent a wait list will be established. Upon availability for additional parking rental, the waitlist will be consulted on a first come first serve basis.

Added November 8, 2017

- d) Additional parking spaces may also be available for rent to the owner of a strata lot by way of a Parking Agreement as allocated by the Common Executive on a first come, first serve basis. There are 12 Common Property parking spots, located east of the Subway, designated as rentals for this purpose. A waitlist will be kept if all spaces are assigned. Fees for such rental shall be \$25/month or as determined by the Common Executive. Payment is due on the 1st day of each month, where payment is not received by the 7th day, the parking agreement shall terminate, and the additional parking stall will be forfeited.

Added November 25, 2020

- e) The cost for a replacement parking pass is \$25.00

Added October 27, 2022

- 14) Owners, tenants, occupants, and residents of the residential section, prior to moving in or moving out must contact the strata council or the Property Manager for information regarding elevator padding, elevator key and any other protection devices a minimum of three (3) days prior to the moving date. As a result of additional wear and tear and cleaning expenses caused by the move-in or move-out, a \$100.00 move-in fee and a \$100.00 move-out fee will be charged to the owner of the strata lot for each change of occupancy that causes furniture to be moved in and/or out. In addition, a \$20.00 deposit (refundable upon return) will be charged at the time the elevator key is picked-up.

Amended December 9, 2021

15) Recreation Vehicles In Underground Parking

An owner shall not park any vehicle except private passenger automobiles on the strata lot or common property and these shall be parked in designated or assigned parking spaces only. Without the approval of the strata corporation, no motor vehicle, motor home, trailer, boat, utility trailer, recreation vehicle, or truck larger than 3700 kg gross weight, or equipment of any kind shall be parked or stored on any common property. No motor vehicle shall be driven on any part of the common property other than driveways;

Added October 29, 2018

- 16) Common property and limited common property (including but not limited to parking spaces, patios and balconies) which is assigned to a strata lot shall not be allowed to become untidy by the owner of that strata lot. Rubbish, dust, garbage, boxes, packing cases, carpets, mattresses, recreational equipment or similar products, shall not be thrown, piled or stored in or around the common property or limited common property assigned to that strata lot. The council shall be at liberty to remove rubbish and clean up the area affected and charge the expense incurred for such clean up to the strata lot to which that area is assigned.

Added October 29, 2018

17) Christmas Trees

Natural (cut) Christmas trees are not permitted on the common property or a strata lot, including the lobby, parking area, and elevators.

Added October 29, 2018

18) Smoking

- a) No smoking is allowed:
 - (i) in a strata lot
 - (ii) on common property, including but not limited to roadways, green spaces, garbage enclosure;

(iii) on patios and balconies; and

- b) “Smoking” for the purposes of this bylaw, means releasing into the air gases particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term “Smoking” includes, but is not limited to, tobacco smoking, smoking using electronic cigarettes, marijuana smoking, and crack cocaine smoking.
- c) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the complex.
- d) The Owners acknowledge that Council can make reasonable accommodation for one or more individuals that have an addiction to nicotine that is a physical or mental disability. Whether or not reasonable accommodation is required is in the reasonable discretion of Council. In making the accommodation, Council will consider how to accommodate the disability without exposing others to second-hand smoke.

Added October 29, 2018

19) Cultivating or Growing Marijuana Plants

Despite any legalization or decriminalization, marijuana production within a condominium development has the potential to cause disturbing odors, mold proliferation and/or insurability concerns. Therefore, cultivation or growing marijuana plants, and/or processing or production of marijuana products is prohibited within the bounds of the strata plan.

Added October 29, 2018

20) Parking Stall Storage:

- a) Residential owners can store a personal shopping cart, a scooter, up to 2 (Pedal) bikes in their own parking stall provided that the vehicle placement does not impede access to other stalls or parking area
- b) No tires
- c) No storage containers
- d) Any items stored at the risk of the owner, tenant or occupant. The Strata Corporation accepts no responsibility of any item which may be lost, stolen or damaged.
- e) An owner, tenant or occupant of a residential strata lot must use parking stalls only for the parking of licensed, insured, and roadworthy motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata council.

Amended October 26, 2023

21) Privacy Screens on Balcony/Patio

Privacy screens are permitted on balcony railings but must be no higher than the railings. Privacy screen must not be affixed to the building and a colour that blends well with the building and/or railing (**ie gray, black, tan**).

Amended October 27, 2022

22) Vehicle Repairs

The repair and maintenance of a motor vehicle is prohibited in the parkade or on common property.

Added October 30, 2019

- 23) Plants, barbecuing equipment, patio furniture or bicycles are the only items to be stored on balconies or patios.

Added October 27, 2022

- 24) Open flame outdoor fire pits commercially manufactured and/or designed or charcoal barbeques are not permitted to be used on common or limited common property.

Added October 27, 2022

- 25) Short Term Rentals

The short-term rental of a strata lot is prohibited. This includes, but is not limited to, short term\ license, vacation rental, AirBnB rental or other online short-term rental services, bed and breakfast use, house exchange, hotel or motel use, of a whole or part of a strata lot, whether the strata lot is furnished or unfurnished during the rental term.

Added October 26, 2023

- 26) Breach of Short-Term Rental Prohibition Bylaw

The Strata Corporation may impose a fine of up to One Thousand Dollars (\$1,000.00) for each contravention of this Short-Term Rental Prohibition Bylaw and a fine of up to One Thousand Dollars (\$1,000.00) daily during the period that the contravention continues. The Strata Corporation may also pursue any other available remedy to correct the contravention in addition to the fines imposed.

Added October 26, 2023

- 27) The owner of the vehicle must register for the option of plugging their vehicle into an electrical plug in the parkade or outside with the property management company. The monthly cost to charge an electric vehicle is \$30.00.

Added October 26, 2023

- 28) User Fees

- 1 Residents and visitors must pay the following User Fees for the use of the indicated common property and key deposit:

- a) Parking Stall Rental..... \$25.00 per month – decal must be displayed, pay by PAP or pre-pay January – June and July – December
- b) Parking Stall Decal ...\$25.00 to replace if lost
- c) Entrance Key (non-refundable deposit).....\$20.00
- d) Elevator Key (refundable deposit)\$100.00
- e) Gym Key (refundable deposit).....\$20.00
- f) Parking Fob (non-refundable deposit).....\$87.00
- g) EV Charging.....\$30.00 per month (electrical plug-in).

Amended November 20, 2024

Added October 26, 2023

4. Inform Strata Corporation

- 1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- 2) All owners must, prior to a tenancy term, deliver a copy of the current bylaws and rules of the Strata Corporation to the tenant and obtain the tenant's signature on the Form K Notice of Tenant's Responsibilities. An owner must, within two weeks of the start of the tenancy, deliver a copy of the signed Form K to the strata council.

Amended October 26, 2023

5. Obtain Approval Before Altering A Strata Lot

- 1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - a) the structure of a building
 - b) the exterior of a building
 - c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - d) doors or windows or skylights on the exterior of a building, or that front on the common property
 - e) fences, railings or similar structures that enclose a patio, balcony or yard
 - f) common property located within the boundaries of a strata lot
 - g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 2) The strata corporation must not unreasonably withhold its approval under subsection 1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- 3) This section does not apply to a strata lot in a bare land strata plan.

6. Obtain Approval Before Altering Common Property

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

7. Permit Entry To Strata Lot

- 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, 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 the Act, or insure under section 149 of the Act.
- 2) The notice referred to in subsection (1) (b) 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

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

- a) common assets of the strata corporation
- b) common property that has not been designated as limited common property
- c) limited common property, but the duty to repair and maintain it is restricted to

- i. repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - ii. the following, no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of a building
 - B. the exterior of a building
 - C. chimneys, stairs, balconies and other things attached to the exterior of a building
 - D. doors, windows and skylights on the exterior of a building or that front on the common property
 - E. fences, railings and similar structures that enclose patios, balconies and yards
- d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - i. the structure of a building,
 - ii. the exterior of a building,
 - iii. chimneys, stairs, balconies and other things attached to the exterior of a building,
 - iv. doors, windows and skylights on the exterior of a building or that front on the common property, and
 - v. fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 – COUNCIL

9. Council Size

- 1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- 2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

10. Council Members' Terms

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

11. Removing Council Member

- 1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- 2) After removing a council member, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the council members for the remainder of the term.

12. Replacing Council Member

- 1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 2) A replacement council member may be appointed from any person eligible to sit on the council.
- 3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

- 4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holdings of meetings.

13. Officers

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

14. Calling Council Meetings

- 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.
- 2) The notice does not have to be in writing.
- 3) A council meeting may be held on less than one week's notice if
 - a) all council members consent in advance of the meeting, or
 - b) the meeting 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.
- 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

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

16. Quorum Of Council

- 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

- 2) Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council Meetings

- 1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- 3) Owners may attend council meetings as observers.
- 4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - a) bylaw contravention hearings under section 135 of the Act
 - b) rental restriction bylaw exemption hearings under section 144 of the Act
 - c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- 5)
 - a) In between formally called and held Strata Council meetings, the Strata Council members may, by majority vote, make decisions by email or other electronic means.
 - b) The Strata Council must, at the next formally called and held Strata Council meeting, ratify all interim decisions made under subsection 1) above, and inform owners of the decision.

Added November 20 2024

18. Voting At Council Meetings

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

19. Council To Inform Owners Of Minutes

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

20. Delegation Of Council's Powers And Duties

- 1) Subject to subsection (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- 2) The council may delegate its spending powers of duties, but only by a resolution that
 - a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - b) delegates the general authority to make expenditures in accordance with subsection (3).
- 3) A delegation of a general authority to make expenditures must
 - a) set a maximum amount that may be spent, and
 - b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 4) The 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

- 1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 2) Despite subsection (1), a 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 Member

- 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.
- 2) Subsection (1) does not affect a council member's liability, as an owner, for a judgement against the strata corporation.

Division 4 - Enforcement of Bylaws and Rules

23. Maximum Fine

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

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

- 1) Annual and special general meetings must be chaired by the president of the council.
- 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.
- 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.

26. Participation By Other Than Eligible Voters

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

27. Voting

- 1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- 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.
- 3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- 7) Despite anything in this section, an election of council or any other vote may be held by secret ballot, if the secret ballot is requested by an eligible voter.

28. Order Of Business

- 1) Conducting General Meetings by Electronic Means
Annual General Meetings and Special General Meetings may be held by electronic means, so long as all those registered participants can communicate with each other.
Added November 25, 2020
- 2) The order of business at annual and special general meetings is as follows:
 - a) certify proxies and corporate representatives and issue voting cards
 - b) determine that there is a quorum
 - c) elect a person to chair the meeting, if necessary
 - d) present to the meeting proof of notice of meeting or waiver of notice
 - e) approve the agenda
 - f) approve minutes from the last annual or special general meeting;
 - g) deal with unfinished business
 - h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - i) ratify any new rules made by the strata corporation under section 125 of the Act;
 - j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting
 - l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - m) elect a council, if the meeting is an annual general meeting;
 - n) terminate the meeting.

Amended November 25, 2020

Division 6 - Voluntary Dispute Resolution

29. Voluntary Dispute Resolution

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

Division 7 - Marketing Activities by Owner Developer

30. Display Lot

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

Division 8 - Creation of Separate Commercial and Residential Sections

31. Residential Section

- 1) The owners of all the Residential strata lots, being strata lots 6 to 49, shall form a separate section within the strata corporation under the name "Residential Section".

32. Commercial Section

- 1) The owners of all the non-residential strata lots, being strata lots 1 to 5, shall form a separate section within the strata corporation under the name "Commercial Section".

33. Powers and Duties of Separate Sections

- 1) Each separate Section may exercise the powers and duties set out in section 194 of the Strata Property Act, RSBC 1996 c. 43 (the "Act") as may be amended or replaced from time to time. Without limiting the generality of the foregoing, each 14 separate section may set assessments for services or expenses that relate solely or primarily to that Section.
- 2) Each section shall operate independently of the other section with respect to matters that relate solely to the section. Each section shall elect its own executive which shall be responsible for the governance of the section. The executive shall be elected by the eligible members within each section. In accordance with section 194 of the Act, the executive shall have the same powers and duties with respect to the section that the strata council has with respect to the strata corporation. Each section can establish rules and regulations governing the use of the strata lots within that section.
- 3) The executive of each section shall be elected at the first Annual General Meeting of the strata corporation, and thereafter in accordance with the provisions of the Act. The board of the

Residential Section shall be composed of three (3) executive members and shall be elected by the owners of the strata lots within the Residential Section. The board of the Commercial Section shall be composed of three (3) executive members and shall be elected by the owners of the strata lots within the Commercial Section.

34. Payment and Collection of Section Fees

- 1) Each of the Commercial Section and Residential Section shall establish their own operating funds and contingency reserve funds for common expenses of the Commercial Section or Residential Section, including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in each section.
- 2) Upon receipt each month of strata fees from the owners, the strata corporation shall deposit into separate accounts, that portion of such fees that are applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the Commercial Section, the operating fund of the Residential Section, the contingency reserve fund of the Commercial Section and the contingency reserve fund of the Residential Section.

35. Payment of Assessments

- 1) Any assessments levied by a separate Section shall be payable to the strata corporation who may exercise all of its rights and remedies in order to enforce payment of those assessments.

36. Allocation of Expenses

- 1) Common expenses shall be apportioned by the strata council between the Residential Section and the Commercial Section and to individual strata lots in the following manner:
 - a) common expenses attribute to one strata lot shall be allocated to and paid by that strata lot;
 - b) common expenses attributable to limited common property shall be allocated to and for by the strata lots entitles to the use of the limited common property;
 - c) common expenses attributable to either separate section shall be allocated in accordance with section 195 of the Act to that separate section and paid by the owners within that section on the basis of their individual unit entitlement divided by the total unit entitlement of all of the strata lots within that section;
 - d) the following common expenses shall be allocated to the Residential Section strata lots only and paid by the owners within the Residential Section in accordance with section 195 of the Act based on the unit entitlement of each individual residential strata lot divided by the total unit entitlement of all the residential strata lots:
 - i. cleaning of the interior common property;
 - ii. heating of the interior common property;
 - iii. elevator repair, maintenance and replacement;
 - iii. enter-phone maintenance and replacement

37. Permitted Commercial Uses

- 1) The owners of the strata lots within the Commercial Section shall be permitted to use their strata lots for any use allowed within the City of Kamloops zoning Bylaw No. 5-1-2001, Division Forty-Two-C-5 (Shopping Centre Commercial), and as amended by the City of Kamloops from time to time with the exception that the following uses shall be prohibited within the strata plan. They may also use the common property or limited common outside of their strata unit for retail, wholesale, display, outside tables or storage purposes.

Division 9 – Privacy

38. Privacy

- 1) The Strata Corporation is authorized to install eight video surveillance cameras which will operate 24 hours per day, seven days per week in the parkade, front entrance and garbage area at the north of the building for the purpose of recording the activities of owners, tenants, occupants, visitors and members of the general public in order to identify and provide evidence in relation to persons who may be responsible for causing damage or loss or committing bylaw breaches or criminal activities.
- 2) Signs indicating the presence and purpose of video surveillance cameras will be posted in all areas subject to video surveillance.
- 3) The video surveillance recordings will be maintained on a central recording system located in the mechanical room which will remain locked at all times, the computer will be password protected.
- 4) The video surveillance recordings will be retained for 4 weeks after which they will be overridden except where the council decides to preserve recordings from a specific incident or series of incidents and that decision, including the length of time that the recordings will be preserved, is recorded in the council meeting minutes or the recording contains information relevant to a matter as described in subsection 40 (1), in which case the recording will be retained until the matter is resolved and all appeal periods, if applicable, have expired.
- 5) The video recordings may be accessed or disclosed only under the following circumstances:
 - a) access by the council members and strata manager,
 - b) pursuant to a Court order, warrant or equivalent authorization in accordance with the terms of the authorizing document,
 - c) to any person, as determined by majority vote of the council, if, the disclosure is consistent with the purpose as set out in subsection 40 (1),
 - d) to resident or visitor who may only request access to view a video recording which contains images of the person making the request provided that permission of any other person(s) present in the recording is obtained and provided that the request is presented within 4 weeks of the image being recorded, in which case, the recording will be retained for 21 days in order to permit viewing, unless a longer time period has been agreed between the person requesting the viewing and the council, and
 - e) to any person, as determined by majority vote of the council, if, the disclosure is in the best interest of the Strata Corporation or any resident or visitor or is permitted by law.
- 6) In installing and/or maintaining the systems described herein, the Strata Corporation makes no representation or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any resident or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

END OF BYLAWS

EXHIBIT "5"

"Dallas Town Centre - RESIDENTIAL"
The Owners, Strata Plan KAS 4005
APPROVED Schedule of Unit Entitlements and Strata Fees
September 1, 2024 to August 31, 2025

Strata Lot	Unit Number	Phase	Section	Type	Building Number	Building Street	2023/2024 Strata Fee	2024/2025 Strata Fee	7.04%* Change	GST	Sep - Nov Retro Total	Total Fee Payment for Dec 1, 2024 ONLY
Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13
1	101	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	102	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	103	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	104	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	105	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	106	0	0	0	0	0	\$155.25	\$166.18	\$10.93	\$0.00	\$32.79	\$198.97
52	107	0	0	0	0	0	\$150.19	\$160.76	\$10.57	\$0.00	\$31.71	\$192.47
53	108	0	0	0	0	0	\$150.19	\$160.76	\$10.57	\$0.00	\$31.71	\$192.47
54	109	0	0	0	0	0	\$150.19	\$160.76	\$10.57	\$0.00	\$31.71	\$192.47
55	111	0	0	0	0	0	\$156.94	\$167.99	\$11.05	\$0.00	\$33.15	\$201.14
56	112	0	0	0	0	0	\$197.44	\$211.34	\$13.90	\$0.00	\$41.70	\$253.04
57	113	0	0	0	0	0	\$178.88	\$191.47	\$12.59	\$0.00	\$37.77	\$229.24
58	114	0	0	0	0	0	\$175.50	\$187.86	\$12.36	\$0.00	\$37.08	\$224.94
59	115	0	0	0	0	0	\$177.19	\$189.66	\$12.47	\$0.00	\$37.41	\$227.07
60	116	0	0	0	0	0	\$177.19	\$189.66	\$12.47	\$0.00	\$37.41	\$227.07
61	117	0	0	0	0	0	\$197.44	\$211.34	\$13.90	\$0.00	\$41.70	\$253.04
62	118	0	0	0	0	0	\$165.38	\$177.02	\$11.64	\$0.00	\$34.92	\$211.94
63	119	0	0	0	0	0	\$156.94	\$167.99	\$11.05	\$0.00	\$33.15	\$201.14
64	120	0	0	0	0	0	\$156.94	\$167.99	\$11.05	\$0.00	\$33.15	\$201.14
65	121	0	0	0	0	0	\$156.94	\$167.99	\$11.05	\$0.00	\$33.15	\$201.14
66	122	0	0	0	0	0	\$156.94	\$167.99	\$11.05	\$0.00	\$33.15	\$201.14
67	123	0	0	0	0	0	\$156.94	\$167.99	\$11.05	\$0.00	\$33.15	\$201.14
68	124	0	0	0	0	0	\$195.75	\$209.53	\$13.78	\$0.00	\$41.34	\$250.87
69	200	0	0	0	0	0	\$101.25	\$108.38	\$7.13	\$0.00	\$21.39	\$129.77
70	201	0	0	0	0	0	\$168.75	\$180.63	\$11.88	\$0.00	\$35.64	\$216.27
71	202	0	0	0	0	0	\$165.38	\$177.02	\$11.64	\$0.00	\$34.92	\$211.94
72	203	0	0	0	0	0	\$143.44	\$153.54	\$10.10	\$0.00	\$30.30	\$183.84
6	204	0	0	0	0	0	\$155.25	\$166.18	\$10.93	\$0.00	\$32.79	\$198.97
7	205	0	0	0	0	0	\$182.25	\$195.08	\$12.83	\$0.00	\$38.49	\$233.57
8	206	0	0	0	0	0	\$182.25	\$195.08	\$12.83	\$0.00	\$38.49	\$233.57
9	207	0	0	0	0	0	\$182.25	\$195.08	\$12.83	\$0.00	\$38.49	\$233.57
10	208	0	0	0	0	0	\$135.00	\$144.50	\$9.50	\$0.00	\$28.50	\$173.00
11	209	0	0	0	0	0	\$131.63	\$140.89	\$9.26	\$0.00	\$27.78	\$168.67
12	210	0	0	0	0	0	\$135.00	\$144.50	\$9.50	\$0.00	\$28.50	\$173.00
13	211	0	0	0	0	0	\$158.63	\$169.79	\$11.16	\$0.00	\$33.48	\$203.27
14	212	0	0	0	0	0	\$180.57	\$193.27	\$12.70	\$0.00	\$38.10	\$231.37
15	213	0	0	0	0	0	\$180.57	\$193.27	\$12.70	\$0.00	\$38.10	\$231.37
16	214	0	0	0	0	0	\$126.56	\$135.47	\$8.91	\$0.00	\$26.73	\$162.20
73	215	0	0	0	0	0	\$108.00	\$115.60	\$7.60	\$0.00	\$22.80	\$138.40
74	216	0	0	0	0	0	\$108.00	\$115.60	\$7.60	\$0.00	\$22.80	\$138.40
75	217	0	0	0	0	0	\$108.00	\$115.60	\$7.60	\$0.00	\$22.80	\$138.40
76	218	0	0	0	0	0	\$96.19	\$102.96	\$6.77	\$0.00	\$20.31	\$123.27
77	219	0	0	0	0	0	\$155.25	\$166.18	\$10.93	\$0.00	\$32.79	\$198.97
78	220	0	0	0	0	0	\$138.38	\$148.12	\$9.74	\$0.00	\$29.22	\$177.34
79	221	0	0	0	0	0	\$141.75	\$151.73	\$9.98	\$0.00	\$29.94	\$181.67
80	222	0	0	0	0	0	\$70.88	\$75.86	\$4.98	\$0.00	\$14.94	\$90.80
81	223	0	0	0	0	0	\$72.56	\$77.67	\$5.11	\$0.00	\$15.33	\$93.00
82	300	0	0	0	0	0	\$101.25	\$108.38	\$7.13	\$0.00	\$21.39	\$129.77
83	301	0	0	0	0	0	\$168.75	\$180.63	\$11.88	\$0.00	\$35.64	\$216.27
84	302	0	0	0	0	0	\$165.38	\$177.02	\$11.64	\$0.00	\$34.92	\$211.94
85	303	0	0	0	0	0	\$143.44	\$153.54	\$10.10	\$0.00	\$30.30	\$183.84
17	304	0	0	0	0	0	\$155.25	\$166.18	\$10.93	\$0.00	\$32.79	\$198.97
18	305	0	0	0	0	0	\$182.25	\$195.08	\$12.83	\$0.00	\$38.49	\$233.57
19	306	0	0	0	0	0	\$182.25	\$195.08	\$12.83	\$0.00	\$38.49	\$233.57
20	307	0	0	0	0	0	\$182.25	\$195.08	\$12.83	\$0.00	\$38.49	\$233.57
21	308	0	0	0	0	0	\$135.00	\$144.50	\$9.50	\$0.00	\$28.50	\$173.00
22	309	0	0	0	0	0	\$131.63	\$140.89	\$9.26	\$0.00	\$27.78	\$168.67
23	310	0	0	0	0	0	\$135.00	\$144.50	\$9.50	\$0.00	\$28.50	\$173.00
24	311	0	0	0	0	0	\$158.63	\$169.79	\$11.16	\$0.00	\$33.48	\$203.27
25	312	0	0	0	0	0	\$180.57	\$193.27	\$12.70	\$0.00	\$38.10	\$231.37
26	313	0	0	0	0	0	\$180.57	\$193.27	\$12.70	\$0.00	\$38.10	\$231.37
27	314	0	0	0	0	0	\$126.56	\$135.47	\$8.91	\$0.00	\$26.73	\$162.20
86	315	0	0	0	0	0	\$109.69	\$117.41	\$7.72	\$0.00	\$23.16	\$140.57

"Dallas Town Centre - RESIDENTIAL"
The Owners, Strata Plan KAS 4005
APPROVED Schedule of Unit Entitlements and Strata Fees
September 1, 2024 to August 31, 2025

Strata Lot	Unit Number	Phase	Section	Type	Building Number	Building Street	2023/2024 Strata Fee	2024/2025 Strata Fee	7.04%* Change	GST	Sep - Nov Retro Total	Total Fee Payment for Dec 1, 2024 ONLY
Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column13	Column14	Column16	Column15	Column17	Column18
87	316	0	0	0	0	0	\$108.00	\$115.60	\$7.60	\$0.00	\$22.80	\$138.40
88	317	0	0	0	0	0	\$108.00	\$115.60	\$7.60	\$0.00	\$22.80	\$138.40
89	318	0	0	0	0	0	\$98.19	\$102.96	\$6.77	\$0.00	\$20.31	\$123.27
90	319	0	0	0	0	0	\$156.94	\$167.99	\$11.05	\$0.00	\$33.15	\$201.14
91	320	0	0	0	0	0	\$138.38	\$148.12	\$9.74	\$0.00	\$29.22	\$177.34
92	321	0	0	0	0	0	\$141.75	\$151.73	\$9.98	\$0.00	\$29.94	\$181.67
93	322	0	0	0	0	0	\$70.88	\$75.86	\$4.98	\$0.00	\$14.94	\$90.80
94	323	0	0	0	0	0	\$72.56	\$77.67	\$5.11	\$0.00	\$15.33	\$93.00
96	400	0	0	0	0	0	\$170.44	\$182.44	\$12.00	\$0.00	\$36.00	\$218.44
97	401	0	0	0	0	0	\$167.06	\$178.82	\$11.76	\$0.00	\$35.28	\$214.10
98	402	0	0	0	0	0	\$145.13	\$155.34	\$10.21	\$0.00	\$30.63	\$185.97
28	403	0	0	0	0	0	\$155.25	\$166.18	\$10.93	\$0.00	\$32.79	\$198.97
29	404	0	0	0	0	0	\$182.25	\$195.08	\$12.83	\$0.00	\$38.49	\$233.57
30	405	0	0	0	0	0	\$182.25	\$195.08	\$12.83	\$0.00	\$38.49	\$233.57
31	406	0	0	0	0	0	\$182.25	\$195.08	\$12.83	\$0.00	\$38.49	\$233.57
32	407	0	0	0	0	0	\$135.00	\$144.50	\$9.50	\$0.00	\$28.50	\$173.00
33	408	0	0	0	0	0	\$131.63	\$140.89	\$9.26	\$0.00	\$27.78	\$168.67
34	409	0	0	0	0	0	\$135.00	\$144.50	\$9.50	\$0.00	\$28.50	\$173.00
35	410	0	0	0	0	0	\$158.63	\$169.79	\$11.16	\$0.00	\$33.48	\$203.27
36	411	0	0	0	0	0	\$180.57	\$193.27	\$12.70	\$0.00	\$38.10	\$231.37
37	412	0	0	0	0	0	\$180.57	\$193.27	\$12.70	\$0.00	\$38.10	\$231.37
38	413	0	0	0	0	0	\$126.56	\$135.47	\$8.91	\$0.00	\$26.73	\$162.20
99	414	0	0	0	0	0	\$109.69	\$117.41	\$7.72	\$0.00	\$23.16	\$140.57
100	415	0	0	0	0	0	\$108.00	\$115.60	\$7.60	\$0.00	\$22.80	\$138.40
101	416	0	0	0	0	0	\$108.00	\$115.60	\$7.60	\$0.00	\$22.80	\$138.40
102	417	0	0	0	0	0	\$96.19	\$102.96	\$6.77	\$0.00	\$20.31	\$123.27
103	418	0	0	0	0	0	\$124.88	\$133.67	\$8.79	\$0.00	\$26.37	\$160.04
104	419	0	0	0	0	0	\$108.00	\$115.60	\$7.60	\$0.00	\$22.80	\$138.40
105	420	0	0	0	0	0	\$111.38	\$119.22	\$7.84	\$0.00	\$23.52	\$142.74
106	421	0	0	0	0	0	\$111.38	\$119.22	\$7.84	\$0.00	\$23.52	\$142.74
95	422	0	0	0	0	0	\$101.25	\$108.38	\$7.13	\$0.00	\$21.39	\$129.77
108	500	0	0	0	0	0	\$170.44	\$182.44	\$12.00	\$0.00	\$36.00	\$218.44
109	501	0	0	0	0	0	\$163.69	\$175.21	\$11.52	\$0.00	\$34.56	\$209.77
110	502	0	0	0	0	0	\$145.13	\$155.34	\$10.21	\$0.00	\$30.63	\$185.97
39	503	0	0	0	0	0	\$155.25	\$166.18	\$10.93	\$0.00	\$32.79	\$198.97
40	504	0	0	0	0	0	\$182.25	\$195.08	\$12.83	\$0.00	\$38.49	\$233.57
41	505	0	0	0	0	0	\$182.25	\$195.08	\$12.83	\$0.00	\$38.49	\$233.57
42	506	0	0	0	0	0	\$182.25	\$195.08	\$12.83	\$0.00	\$38.49	\$233.57
43	507	0	0	0	0	0	\$135.00	\$144.50	\$9.50	\$0.00	\$28.50	\$173.00
44	508	0	0	0	0	0	\$131.63	\$140.89	\$9.26	\$0.00	\$27.78	\$168.67
45	509	0	0	0	0	0	\$135.00	\$144.50	\$9.50	\$0.00	\$28.50	\$173.00
46	510	0	0	0	0	0	\$158.63	\$169.79	\$11.16	\$0.00	\$33.48	\$203.27
47	511	0	0	0	0	0	\$180.57	\$193.27	\$12.70	\$0.00	\$38.10	\$231.37
48	512	0	0	0	0	0	\$180.57	\$193.27	\$12.70	\$0.00	\$38.10	\$231.37
49	513	0	0	0	0	0	\$126.56	\$135.47	\$8.91	\$0.00	\$26.73	\$162.20
111	514	0	0	0	0	0	\$109.69	\$117.41	\$7.72	\$0.00	\$23.16	\$140.57
112	515	0	0	0	0	0	\$108.00	\$115.60	\$7.60	\$0.00	\$22.80	\$138.40
113	516	0	0	0	0	0	\$108.00	\$115.60	\$7.60	\$0.00	\$22.80	\$138.40
114	517	0	0	0	0	0	\$96.19	\$102.96	\$6.77	\$0.00	\$20.31	\$123.27
115	518	0	0	0	0	0	\$79.31	\$84.90	\$5.59	\$0.00	\$16.77	\$101.67
116	519	0	0	0	0	0	\$64.13	\$68.64	\$4.51	\$0.00	\$13.53	\$82.17
117	520	0	0	0	0	0	\$65.81	\$70.45	\$4.64	\$0.00	\$13.92	\$84.37
118	521	0	0	0	0	0	\$67.50	\$72.25	\$4.75	\$0.00	\$14.25	\$86.50
107	522	0	0	0	0	0	\$101.25	\$108.38	\$7.13	\$0.00	\$21.39	\$129.77
50	Subway	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
118	118			0			\$15,911.65	\$17,031.56	\$1,119.91	\$0.00	\$3,359.73	\$20,391.29
Average:							\$134.84	\$144.34	\$9.50	\$0.00	\$28.47	\$172.81

* expression of percentage is for information purposes only and has no legal effect.
† total includes tax, if applicable.

"Dallas Town Centre - JOINT"
The Owners, Strata Plan KAS 4005
APPROVED Schedule of Unit Entitlements and Strata Fees
September 1, 2024 to August 31, 2025

Strata Lot	Unit Number	Phase	Section	Type	Building Number	Building Street	2023/2024 Strata Fee	2024/2025 Strata Fee	9.51%* Change	GST	Sep - Nov Retro Total	Total Fee Payment for Dec 1, 2024 ONLY
1	101	0	0	0	0	0	\$260.50	\$285.27	\$24.77	\$0.00	\$74.31	\$359.58
2	102	0	0	0	0	0	\$258.31	\$282.88	\$24.57	\$0.00	\$73.71	\$356.59
3	103	0	0	0	0	0	\$218.91	\$239.72	\$20.81	\$0.00	\$62.43	\$302.15
4	104	0	0	0	0	0	\$260.50	\$285.27	\$24.77	\$0.00	\$74.31	\$359.58
5	105	0	0	0	0	0	\$2,696.94	\$2,953.41	\$256.47	\$0.00	\$769.41	\$3,722.82
51	106	0	0	0	0	0	\$201.40	\$220.55	\$19.15	\$0.00	\$57.45	\$278.00
52	107	0	0	0	0	0	\$194.83	\$213.35	\$18.52	\$0.00	\$55.56	\$268.91
53	108	0	0	0	0	0	\$194.83	\$213.35	\$18.52	\$0.00	\$55.56	\$268.91
54	109	0	0	0	0	0	\$194.83	\$213.35	\$18.52	\$0.00	\$55.56	\$268.91
55	111	0	0	0	0	0	\$203.58	\$222.94	\$19.36	\$0.00	\$58.08	\$281.02
56	112	0	0	0	0	0	\$256.12	\$280.48	\$24.36	\$0.00	\$73.08	\$353.56
57	113	0	0	0	0	0	\$232.04	\$254.11	\$22.07	\$0.00	\$66.21	\$320.32
58	114	0	0	0	0	0	\$227.66	\$249.31	\$21.65	\$0.00	\$64.95	\$314.26
59	115	0	0	0	0	0	\$229.85	\$251.71	\$21.86	\$0.00	\$65.58	\$317.29
60	116	0	0	0	0	0	\$229.85	\$251.71	\$21.86	\$0.00	\$65.58	\$317.29
61	117	0	0	0	0	0	\$256.12	\$280.48	\$24.36	\$0.00	\$73.08	\$353.56
62	118	0	0	0	0	0	\$214.53	\$234.93	\$20.40	\$0.00	\$61.20	\$296.13
63	119	0	0	0	0	0	\$203.58	\$222.94	\$19.36	\$0.00	\$58.08	\$281.02
64	120	0	0	0	0	0	\$203.58	\$222.94	\$19.36	\$0.00	\$58.08	\$281.02
65	121	0	0	0	0	0	\$203.58	\$222.94	\$19.36	\$0.00	\$58.08	\$281.02
66	122	0	0	0	0	0	\$203.58	\$222.94	\$19.36	\$0.00	\$58.08	\$281.02
67	123	0	0	0	0	0	\$203.58	\$222.94	\$19.36	\$0.00	\$58.08	\$281.02
68	124	0	0	0	0	0	\$253.93	\$278.08	\$24.15	\$0.00	\$72.45	\$350.53
69	200	0	0	0	0	0	\$131.34	\$143.83	\$12.49	\$0.00	\$37.47	\$181.30
70	201	0	0	0	0	0	\$218.91	\$239.72	\$20.81	\$0.00	\$62.43	\$302.15
71	202	0	0	0	0	0	\$214.53	\$234.93	\$20.40	\$0.00	\$61.20	\$296.13
72	203	0	0	0	0	0	\$186.07	\$203.77	\$17.70	\$0.00	\$53.10	\$256.87
6	204	0	0	0	0	0	\$201.40	\$220.55	\$19.15	\$0.00	\$57.45	\$278.00
7	205	0	0	0	0	0	\$236.42	\$258.90	\$22.48	\$0.00	\$67.44	\$326.34
8	206	0	0	0	0	0	\$236.42	\$258.90	\$22.48	\$0.00	\$67.44	\$326.34
9	207	0	0	0	0	0	\$236.42	\$258.90	\$22.48	\$0.00	\$67.44	\$326.34
10	208	0	0	0	0	0	\$175.13	\$191.78	\$16.65	\$0.00	\$49.95	\$241.73
11	209	0	0	0	0	0	\$170.75	\$186.99	\$16.24	\$0.00	\$48.72	\$235.71
12	210	0	0	0	0	0	\$175.13	\$191.78	\$16.65	\$0.00	\$49.95	\$241.73
13	211	0	0	0	0	0	\$205.77	\$225.34	\$19.57	\$0.00	\$58.71	\$284.05
14	212	0	0	0	0	0	\$234.23	\$256.51	\$22.28	\$0.00	\$66.84	\$323.35
15	213	0	0	0	0	0	\$234.23	\$256.51	\$22.28	\$0.00	\$66.84	\$323.35
16	214	0	0	0	0	0	\$164.18	\$179.79	\$15.61	\$0.00	\$46.83	\$226.62
73	215	0	0	0	0	0	\$140.10	\$153.42	\$13.32	\$0.00	\$39.96	\$193.38
74	216	0	0	0	0	0	\$140.10	\$153.42	\$13.32	\$0.00	\$39.96	\$193.38
75	217	0	0	0	0	0	\$140.10	\$153.42	\$13.32	\$0.00	\$39.96	\$193.38
76	218	0	0	0	0	0	\$124.78	\$136.64	\$11.86	\$0.00	\$35.58	\$172.22
77	219	0	0	0	0	0	\$201.40	\$220.55	\$19.15	\$0.00	\$57.45	\$278.00
78	220	0	0	0	0	0	\$179.50	\$196.57	\$17.07	\$0.00	\$51.21	\$247.78
79	221	0	0	0	0	0	\$183.88	\$201.37	\$17.49	\$0.00	\$52.47	\$253.84
80	222	0	0	0	0	0	\$91.94	\$100.68	\$8.74	\$0.00	\$26.22	\$126.90
81	223	0	0	0	0	0	\$94.13	\$103.08	\$8.95	\$0.00	\$26.85	\$129.93
82	300	0	0	0	0	0	\$131.34	\$143.83	\$12.49	\$0.00	\$37.47	\$181.30
83	301	0	0	0	0	0	\$218.91	\$239.72	\$20.81	\$0.00	\$62.43	\$302.15
84	302	0	0	0	0	0	\$214.53	\$234.93	\$20.40	\$0.00	\$61.20	\$296.13
85	303	0	0	0	0	0	\$186.07	\$203.77	\$17.70	\$0.00	\$53.10	\$256.87
17	304	0	0	0	0	0	\$201.40	\$220.55	\$19.15	\$0.00	\$57.45	\$278.00
18	305	0	0	0	0	0	\$236.42	\$258.90	\$22.48	\$0.00	\$67.44	\$326.34
19	306	0	0	0	0	0	\$236.42	\$258.90	\$22.48	\$0.00	\$67.44	\$326.34
20	307	0	0	0	0	0	\$236.42	\$258.90	\$22.48	\$0.00	\$67.44	\$326.34
21	308	0	0	0	0	0	\$175.13	\$191.78	\$16.65	\$0.00	\$49.95	\$241.73
22	309	0	0	0	0	0	\$170.75	\$186.99	\$16.24	\$0.00	\$48.72	\$235.71
23	310	0	0	0	0	0	\$175.13	\$191.78	\$16.65	\$0.00	\$49.95	\$241.73
24	311	0	0	0	0	0	\$205.77	\$225.34	\$19.57	\$0.00	\$58.71	\$284.05
25	312	0	0	0	0	0	\$234.23	\$256.51	\$22.28	\$0.00	\$66.84	\$323.35
26	313	0	0	0	0	0	\$234.23	\$256.51	\$22.28	\$0.00	\$66.84	\$323.35
27	314	0	0	0	0	0	\$164.18	\$179.79	\$15.61	\$0.00	\$46.83	\$226.62
86	315	0	0	0	0	0	\$142.29	\$155.82	\$13.53	\$0.00	\$40.59	\$196.41

"Dallas Town Centre - JOINT"
The Owners, Strata Plan KAS 4005
APPROVED Schedule of Unit Entitlements and Strata Fees
September 1, 2024 to August 31, 2025

Strata Lot	Unit Number	Phase	Section	Type	Building Number	Building Street	2023/2024 Strata Fee	2024/2025 Strata Fee	9.51%* Change	GST	Sep - Nov Retro Total	Total ¹ Fee Payment for Dec 1, 2024 ONLY
87	316	0	0	0	0	0	\$140.10	\$153.42	\$13.32	\$0.00	\$39.96	\$193.38
88	317	0	0	0	0	0	\$140.10	\$153.42	\$13.32	\$0.00	\$39.96	\$193.38
89	318	0	0	0	0	0	\$124.78	\$136.64	\$11.86	\$0.00	\$35.58	\$172.22
90	319	0	0	0	0	0	\$203.58	\$222.94	\$19.36	\$0.00	\$58.08	\$281.02
91	320	0	0	0	0	0	\$179.50	\$196.57	\$17.07	\$0.00	\$51.21	\$247.78
92	321	0	0	0	0	0	\$183.88	\$201.37	\$17.49	\$0.00	\$52.47	\$253.84
93	322	0	0	0	0	0	\$91.94	\$100.68	\$8.74	\$0.00	\$26.22	\$126.90
94	323	0	0	0	0	0	\$94.13	\$103.08	\$8.95	\$0.00	\$26.85	\$129.93
96	400	0	0	0	0	0	\$221.10	\$242.12	\$21.02	\$0.00	\$63.06	\$305.18
97	401	0	0	0	0	0	\$216.72	\$237.33	\$20.61	\$0.00	\$61.83	\$299.16
98	402	0	0	0	0	0	\$188.26	\$206.16	\$17.90	\$0.00	\$53.70	\$259.86
28	403	0	0	0	0	0	\$201.40	\$220.55	\$19.15	\$0.00	\$57.45	\$278.00
29	404	0	0	0	0	0	\$236.42	\$258.90	\$22.48	\$0.00	\$67.44	\$326.34
30	405	0	0	0	0	0	\$236.42	\$258.90	\$22.48	\$0.00	\$67.44	\$326.34
31	406	0	0	0	0	0	\$236.42	\$258.90	\$22.48	\$0.00	\$67.44	\$326.34
32	407	0	0	0	0	0	\$175.13	\$191.78	\$16.65	\$0.00	\$49.95	\$241.73
33	408	0	0	0	0	0	\$170.75	\$186.99	\$16.24	\$0.00	\$48.72	\$235.71
34	409	0	0	0	0	0	\$175.13	\$191.78	\$16.65	\$0.00	\$49.95	\$241.73
35	410	0	0	0	0	0	\$205.77	\$225.34	\$19.57	\$0.00	\$58.71	\$284.05
36	411	0	0	0	0	0	\$234.23	\$256.51	\$22.28	\$0.00	\$66.84	\$323.35
37	412	0	0	0	0	0	\$234.23	\$256.51	\$22.28	\$0.00	\$66.84	\$323.35
38	413	0	0	0	0	0	\$164.18	\$179.79	\$15.61	\$0.00	\$46.83	\$226.62
99	414	0	0	0	0	0	\$142.29	\$155.82	\$13.53	\$0.00	\$40.59	\$196.41
100	415	0	0	0	0	0	\$140.10	\$153.42	\$13.32	\$0.00	\$39.96	\$193.38
101	416	0	0	0	0	0	\$140.10	\$153.42	\$13.32	\$0.00	\$39.96	\$193.38
102	417	0	0	0	0	0	\$124.78	\$136.64	\$11.86	\$0.00	\$35.58	\$172.22
103	418	0	0	0	0	0	\$161.99	\$177.40	\$15.41	\$0.00	\$46.23	\$223.63
104	419	0	0	0	0	0	\$140.10	\$153.42	\$13.32	\$0.00	\$39.96	\$193.38
105	420	0	0	0	0	0	\$144.48	\$158.22	\$13.74	\$0.00	\$41.22	\$199.44
106	421	0	0	0	0	0	\$144.48	\$158.22	\$13.74	\$0.00	\$41.22	\$199.44
95	422	0	0	0	0	0	\$131.34	\$143.83	\$12.49	\$0.00	\$37.47	\$181.30
108	500	0	0	0	0	0	\$221.10	\$242.12	\$21.02	\$0.00	\$63.06	\$305.18
109	501	0	0	0	0	0	\$212.34	\$232.53	\$20.19	\$0.00	\$60.57	\$293.10
110	502	0	0	0	0	0	\$188.26	\$206.16	\$17.90	\$0.00	\$53.70	\$259.86
39	503	0	0	0	0	0	\$201.40	\$220.55	\$19.15	\$0.00	\$57.45	\$278.00
40	504	0	0	0	0	0	\$236.42	\$258.90	\$22.48	\$0.00	\$67.44	\$326.34
41	505	0	0	0	0	0	\$236.42	\$258.90	\$22.48	\$0.00	\$67.44	\$326.34
42	506	0	0	0	0	0	\$236.42	\$258.90	\$22.48	\$0.00	\$67.44	\$326.34
43	507	0	0	0	0	0	\$175.13	\$191.78	\$16.65	\$0.00	\$49.95	\$241.73
44	508	0	0	0	0	0	\$170.75	\$186.99	\$16.24	\$0.00	\$48.72	\$235.71
45	509	0	0	0	0	0	\$175.13	\$191.78	\$16.65	\$0.00	\$49.95	\$241.73
46	510	0	0	0	0	0	\$205.77	\$225.34	\$19.57	\$0.00	\$58.71	\$284.05
47	511	0	0	0	0	0	\$234.23	\$256.51	\$22.28	\$0.00	\$66.84	\$323.35
48	512	0	0	0	0	0	\$234.23	\$256.51	\$22.28	\$0.00	\$66.84	\$323.35
49	513	0	0	0	0	0	\$164.18	\$179.79	\$15.61	\$0.00	\$46.83	\$226.62
111	514	0	0	0	0	0	\$142.29	\$155.82	\$13.53	\$0.00	\$40.59	\$196.41
112	515	0	0	0	0	0	\$140.10	\$153.42	\$13.32	\$0.00	\$39.96	\$193.38
113	516	0	0	0	0	0	\$140.10	\$153.42	\$13.32	\$0.00	\$39.96	\$193.38
114	517	0	0	0	0	0	\$124.78	\$136.64	\$11.86	\$0.00	\$35.58	\$172.22
115	518	0	0	0	0	0	\$102.89	\$112.67	\$9.78	\$0.00	\$29.34	\$142.01
116	519	0	0	0	0	0	\$83.19	\$91.10	\$7.91	\$0.00	\$23.73	\$114.83
117	520	0	0	0	0	0	\$85.37	\$93.49	\$8.12	\$0.00	\$24.36	\$117.85
118	521	0	0	0	0	0	\$87.56	\$95.89	\$8.33	\$0.00	\$24.99	\$120.88
107	522	0	0	0	0	0	\$131.34	\$143.83	\$12.49	\$0.00	\$37.47	\$181.30
50	Subway	0	0	0	0	0	\$481.60	\$527.39	\$45.79	\$0.00	\$137.37	\$664.76
118	118			0			\$24,817.54	\$27,177.47	\$2,359.93	\$0.00	\$7,079.79	\$34,257.26
Average:							\$210.32	\$230.32	\$0.07	\$0.00	\$60.00	\$290.32

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

¹ total includes tax, if applicable.

KAS 4005 - Dallas Town Centre - Residential Section
APPROVED Budget - 2025

	Approved 2025	Actual 2024	Budget 2024	Actual 2023	Actual 2022	Actual 2021	Actual 2020
Income:							
Strata Fees	204,380	190,940	190,940	187,504	177,194	169,186	153,172
Interest Income	1,200	1,278	825	846	108	47	600
Recoverable Expense	-	7,024	-	-	2,753	807	-
Fines & Violations	1,000	(1,734)	1,000	1,945	1,850	-	-
Move In Fees	2,000	1,500	2,000	2,300	2,150	1,650	1,650
Move Out Fees	2,000	2,200	1,000	1,100	1,750	1,150	-
Key Income	600	669	1,000	1,144	602	609	-
Parking Income	6,000	5,975	6,300	6,345	5,150	2,975	5,000
Roof Revenue	-	-	-	-	-	-	-
Prior Year R/E Transfer	(665)	2,966	2,966	-	-	-	17,028
Total Operating Income	216,515	210,818	206,031	201,184	191,557	176,424	177,450
Expenses:							
Contingency Reserve	64,540	51,100	51,100	48,279	48,279	41,976	41,976
Bank Charges	800	644	800	795	759	507	500
Janitorial	20,500	20,426	22,500	22,413	17,088	22,805	13,550
Caretaker	2,500	2,430	-	-	-	-	-
Pest Control	-	-	-	-	-	39	200
Enterphone	1,200	1,215	1,000	886	1,179	1,328	1,200
Fire Hydrant/Inspection	-	-	-	-	-	150	-
Fire Alarms/Inspection	500	472	-	-	-	1,097	700
Garbage/Recycling	10,500	10,439	8,500	8,065	7,715	7,697	6,000
Landscape Improvements	-	-	-	-	-	172	1,000
Landscape Sprinklers/Irrigation	-	-	-	-	-	-	-
Legal	-	-	150	2,465	113	22	500
Statutory Audit+ Taxes	600	263	263	263	263	263	263
Management Fees	19,752	19,752	19,752	18,663	16,228	15,523	14,112
Janitorial Carpets	3,800	3,811	2,800	2,309	2,583	-	5,450
Janitorial Equipment	-	-	1,000	914	531	1,109	-
Janitorial - Mats	1,200	1,180	1,500	1,548	4,283	4,305	7,500
Elevator -Additional Repairs	800	-	800	739	479	848	-
Elevator Telephone	1,000	989	1,100	1,075	1,695	2,169	700
Elevator Inspection	8,400	10,402	8,400	5,758	8,354	9,061	11,500
Parkade Maintenance	-	-	-	-	-	-	2,000
Parking Lot Maintenance	2,000	1,181	2,000	1,904	1,004	2,100	2,000
Recoverable Expense	-	7,061	-	-	2,753	807	-
R & M - Garage Door	-	-	1,000	1,005	655	-	500
R & M - Gutters & Downspouts	-	-	-	-	-	139	1,000
R & M - Gym Equipment	-	-	-	-	-	15	200
R & M - Fencing, Railings, Stairs	-	-	-	-	-	-	200
R & M - Roof Repairs	-	-	-	-	-	752	-
R & M - Electrical	1,400	1,371	1,000	839	1,193	785	200
R & M - Walls, Door, Siding	-	-	500	194	1,078	1,844	1,000
R & M - Locks & Keys	1,400	1,387	200	67	257	118	1,000
R & M - Plumbing & Sewer	1,000	6,218	1,000	-	1,789	1,385	11,500
R & M - Heating & A/C	-	-	500	416	-	2,746	-
R & M - HVAC	14,000	14,041	12,000	13,962	-	-	-
R & M - Painting	-	-	1,000	-	1,716	-	-
R & M - Miscellaneous	2,123	(100)	666	-	-	342	1,000
Signs	200	205	-	201	-	568	-
Security Service	1,000	1,412	1,100	1,038	1,868	1,867	5,000
Snow Removal	3,000	2,807	3,000	2,968	2,937	1,487	3,000
Stationary & Postage	1,300	1,208	1,300	1,284	1,403	765	700
Utilities: Gas	24,000	23,330	40,000	39,414	33,018	25,558	18,000
Utilities: Hydro	17,000	16,598	15,000	14,676	19,729	14,434	18,000
Utilities - Water/Sewer	12,000	11,641	6,100	6,078	14,150	14,551	7,000
Payroll Expense	-	-	-	-	-	-	-
WCB Expense	-	-	-	-	-	-	-
Total Operating Expenses	216,515	211,483	206,031	198,218	193,100	179,334	177,451
Net Retained Earnings (Deficit)	0	-665	0	2,966	-1,543	-2,910	0

KAS4005 - Dallas Town Centre - Joint Section

APPROVED Budget 2025

						Strata Corporation (Com)	
	APPROVED 2025	Actual 2024	Budget 2024	Actual 2023	Actual 2022	Actual 2021	Actual 2020
Income:							
Strata Fees	326,131	297,811	297,811	297,811	297,811	262,763	178,558
Interest Income	3,500	3,776	1,700	1,802	681	144	239
Recoverable Expense	0	6,662	0	110	5,309	-	-
Fines & Violations	0	0	0	0	368	-	-
Move In Fees	0	0	0	0	0	-	-
Move Out Fees	0	0	0	0	0	-	-
Key Income	0	0	0	0	0	-	-
Parking Income	0	0	0	0	0	-	-
Roof Revenue	16,410	16,410	16,000	16,010	16,010	16,010	16,000
Prior Year R/E Transfer	-2,254	25,458	25,458	-4,212	5,026	1,801	(5,758)
Total Operating Income	343,787	350,117	340,969	311,521	325,204	280,718	189,088
Expenses:							
Contingency Reserve	126,148	113,438	113,438	92,666	86,081	13,559	13,559
Bank Charges	900	858	1,000	1,007	975	716	678
Caretaker	2,800	2,851	1,100	1,028	4,223	6,852	5,205
Janitorial							
Pest Control	1,000	1,076	1,000	945	446	394	-
Fire Hydrant/Inspection	250	231	250	231	231	210	210
Fire Alarms/Inspection	6,100	7,496	6,100	6,064	5,304	5,138	6,443
Garbage Containers	0	5,478	0	-1,044	2,486	-	-
Insurance	107,240	109,413	109,434	92,707	126,287	172,833	96,319
Landscape Maintenance Contract	10,530	10,530	9,900	9,828	9,360	5,850	557
Landscape Improvements	500	141	500	0	0	-	63
Landscape Sprinklers/Irrigation	675	656	675	589	651	1,069	731
Legal/ Meetings	600	1,126	600	531	628	113	17
Statutory Audit & Taxes	600	262	262	262	263	262	263
Management Fees	26,760	26,760	26,760	25,272	22,302	20,601	19,328
Janitorial Contract	0	0	500	462	0	-	-
Janitorial Equipment	0	609	250	214	83	-	-
Janitorial - Carpets/Mats	0		0	0	380	184	-
Janitorial - Windows	3,550	3,551	2,900	2,855	0	2,752	-
Dryer Vents	0	0	0	0	0	-	-
Parking Lot Maintenance	1,500	1,449	5,000	2,153	1,323	1,495	4,112
Recoverable Expense	0	6,626	0	110	5,309	-	-
R & M - Garage Door	0	1,156	1,500	1,379	4,521	(2,518)	-
R & M - Gutters & Downspouts	1,500	1,363	2,000	1,960	3,854	2,188	-
R & M - Gym Equipment	0	0	0	0	0	-	-
R & M - Fencing, Railings, Stairs	500	483	2,000	1,974	0	-	200
R & M - Glass, Frames	0	2,033	0	0	0	-	-
R & M - Roof Repairs	1,000	726	1,000	356	180	775	-
R & M - Electrical	1,000	2,290	600	504	998	844	240
R & M - Walls, Door, Siding	2,000	2,282	1,000	-91	5,544	54	205
R & M - Locks & Keys	1,500	3,135	1,500	1,498	1,426	339	-
R & M - Plumbing & Sewer	3,000	2,702	6,000	2,911	171	1,251	2,913
R & M - Heating & A/C	0	0	2,000	784	6,671	4,924	1,793
R & M - Painting	0	0	0	0	0	-	-
R & M - Miscellaneous	2,434	2,051	4,000	0	83	1,336	725
Signs	200	0	200	206	156	615	-
Security Service	500	590	500	402	2,532	1,020	-
Snow Removal	10,000	9,295	11,000	10,255	10,932	4,577	7,594
Stationary & Postage	1,000	914	1,000	1,031	561	359	876
Utilities: Gas	0	0	0	0	0	-	-
Utilities: Hydro	0	0	0	0	0	-	-
Utilities - Water/Sewer	30,000	30,800	27,000	27,014	25,061	27,900	25,257
Payroll Expense	0	0	0	0	0	-	-
WCB Expense	-	-			-	-	-
Total Operating Expenses	343,787	352,371	340,969	286,063	329,020	275,692	187,288
Net Retained Earnings (Deficit)	-	(2,254)	-	25,458	(3,816)	5,026	1,800

EXHIBIT "6"



HUB International Insurance Brokers
www.hubinternational.com

Summary of Coverage: Owners of Strata Plan KAS4005

Property Location:	5170 Dallas Drive, Kamloops, BC V2C 0C7
Renewal Date:	September 30, 2024 to September 30, 2025
Strata Description:	112 Residential Strata Complex with 6 Commercial Units
Additional Insured(s):	Pacific Quorum (Okanagan) Properties Inc., 207 - 242 Victoria Street, Kamloops, B.C. V2C2A2

INSURING AGREEMENTS	DEDUCTIBLES	LIMITS (\$)
PROPERTY COVERAGE		
Property, All Risks, Replacement Cost	\$10,000	\$45,234,300
90% Co-Insurance		Included
Stated Amount Co-Insurance (Subject to Statement of Values & Appraisal 2 years or newer)		Included
Underground Services from Structures to Lot Line		Included
Water Damage	\$25,000	Included
Backup of Sewers, Sumps, Septic Tanks or Drains	\$25,000	Included
Earthquake Damage	10%/\$100,000 Minimum	Included
Flood Damage	\$50,000	Included
BLANKET EXTERIOR GLASS INSURANCE	\$250	Included
EQUIPMENT BREAKDOWN (BOILER & MACHINERY)		
Direct Damage Limit per Accident, Replacement Cost	\$1,000	Property Limit as per policy
Business Interruption/Extra Expense		
CRIME		
Coverage I – Employee Dishonesty – Form A – Aggregate		\$10,000
Coverage II – Money & Securities – Aggregate		\$10,000
Coverage III, IV and V – Forgery & Alteration, Money Orders & Counterfeit Paper Currency, Credit Card Forgery – Aggregate Limit each	Nil	\$10,000
Social Engineering Fraud		\$5,000
TERRORISM		
Protection for Property Damage due to an Act of Terrorism or Sabotage	\$1,000	\$500,000
COMMERCIAL GENERAL LIABILITY		
Each Occurrence Limit	\$1,000	\$10,000,000
Coverage A - Bodily Injury & Property Damage Liability - Per Occurrence	\$1,000	\$10,000,000
Products & Completed Operations – Aggregate	\$1,000	\$10,000,000
SEF #6 Non-Owned Automobile – Per Occurrence	\$1,000	\$10,000,000
SEF #94 Legal Liability for Damage to Hired Auto – Per Occurrence	\$1,000	\$50,000
Limited Pollution Liability – Aggregate Limit	\$1,000	\$1,000,000
Employee Benefit Liability – Aggregate Limit	\$1,000	\$1,000,000
Each Occurrence Limit		
EXCESS LIABILITY	Nil	\$10,000,000
DIRECTORS & OFFICERS LIABILITY		
Claims-Made Form		\$2,000,000
Discrimination Defense– Aggregate \$25,000	Nil	\$10,000
EXCESS DIRECTORS & OFFICERS LIABILITY	Nil	\$18,000,000
UMBRELLA LIABILITY		Not Included
VOLUNTEER ACCIDENT INSURANCE		
Principal Sum – 75% of Wage Weekly Accident Indemnity - Max \$1,500 (maximum 52 weeks)	\$500	\$100,000
LEGAL EXPENSE		
ENHANCED PLUS: Telephone legal advice, civil defense, criminal defense, personal injury, property disputes, defense of disputes with owners, and contract disputes	Nil	\$250,000
Aggregate Limit		\$1,000,000
CYBER	\$500	\$50,000

May-02-2017 10:50:02.001

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

CA5968029

PAGE 1 OF 4 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Richard John
Stuart Rainey
4TUN1QDigitally signed by Richard John Stuart
Rainey 4TUN1Q
DN: c=CA, cn=Richard John Stuart
Rainey 4TUN1Q, o=Lawyer, ou=Verify
ID at www.juricert.com/LKUP.cfm?
id=4TUN1Q
Date: 2017.05.01 13:58:20 -0700

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

Richard J.S. Rainey, solicitor of Drysdale Bacon McStravick LLP

Barristers and Solicitors

#211 - 1015 Austin Avenue

Coquitlam

BC V3K 3N9

Telephone: 604 939-8321

File No.: 19014-13

LTO Client No.: 010652

Document Fees: \$28.63

Deduct LTSA Fees? Yes ☒

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

Form-PA Amended Phased Strata Plan Declaration

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-753-411

**LOT 1 SECTION 5 TOWNSHIP 20 RANGE 16 WEST OF THE SIXTH MERIDIAN
KAMLOOPS DIVISION YALE DISTRICT PLAN KAP92642 EXCEPT STRATA
PLAN KAS4005 (PHASE 1 & 2)**

Strata Property Act

**AMENDED
Form P**

AMENDED PHASED STRATA PLAN DECLARATION
(Sections 221, 222)

GOLDEN VALLEY ENTERPRISES LTD. (Inc. No. BC0884505) declares:

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

Parcel Identifier: 028-753-411
Lot 1, Section 5, Township 20, Range 16, West of the
Sixth Meridian, Kamloops Division Yale District, Plan KAP92642

2 That the plan of development is as follows:

- (a) There will be four (4) phases in the development. Phase 1 will consist of 49 Strata Lots. Phase 2 will consist of 1 Strata Lot. Phase 3 will consist of 68 Strata Lots. Phase 4 will consist of 1 Strata Lot. There are no common facilities;
- (b) Attached as Schedule "A" is a sketch plan showing:
 - i) all of the land to be included in the phased strata plan development;
 - ii) the present parcel boundaries,
 - iii) the approximate boundaries of each phase; and
 - iv) there are no common facilities.
- (c) below is a schedule setting out the estimated date for the beginning of construction and completion of construction of each phase:

PHASE	START CONSTRUCTION	COMPLETION
Phase 1	July 1, 2010	July 1, 2012
Phase 2	June 1, 2012	October 1, 2013
Phase 3	September 10, 2015	November 30, 2016
Phase 4	January 1, 2017	September 30, 2017

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

Phase 1	5,836
Phase 2	220
Phase 3	5,281
Phase 4	205
Total:	11,542

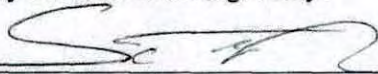
- (e) The number of units and general type of residence or other structure to be built in each phase are as follows:

Phase 1	Strata Lots 1 to 49 (44 residential strata lots and 5 commercial strata lots);
Phase 2	Strata Lot 50 (1 commercial strata lot);
Phase 3	Strata Lots 51 to 118 (68 residential strata lots);
Phase 4	Strata Lot 119 (1 commercial strata lot).

3. Golden Valley Enterprises Ltd. will elect to proceed with each phase on or by the following dates:

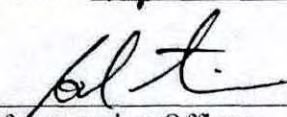
Phase 1	July 1, 2010
Phase 2	June 1, 2012
Phase 3	September 10, 2015
Phase 4	January 1, 2017

Golden Valley Enterprises Ltd.,
by its authorized signatory:



Signature of Applicant

Date of approval: April 11th, 2017



Signature of Approving Officer

City of Kamloops
Name of Municipality

* Section 222 (2) of the Act provides that approval expires after one year unless the first phase is deposited before that time.

SKETCH PLAN TO ACCOMPANY
FORM "P" OF THE STRATA PROPERTY ACT
SHOWING PHASE BOUNDARIES IN
LOT 1, Sec 5, Tp 20, R 16, W6M, KDYD
PLAN KAP92642

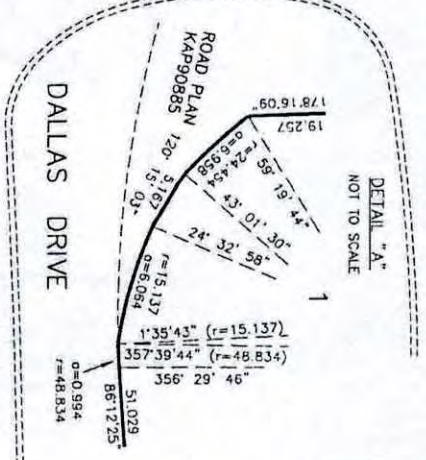
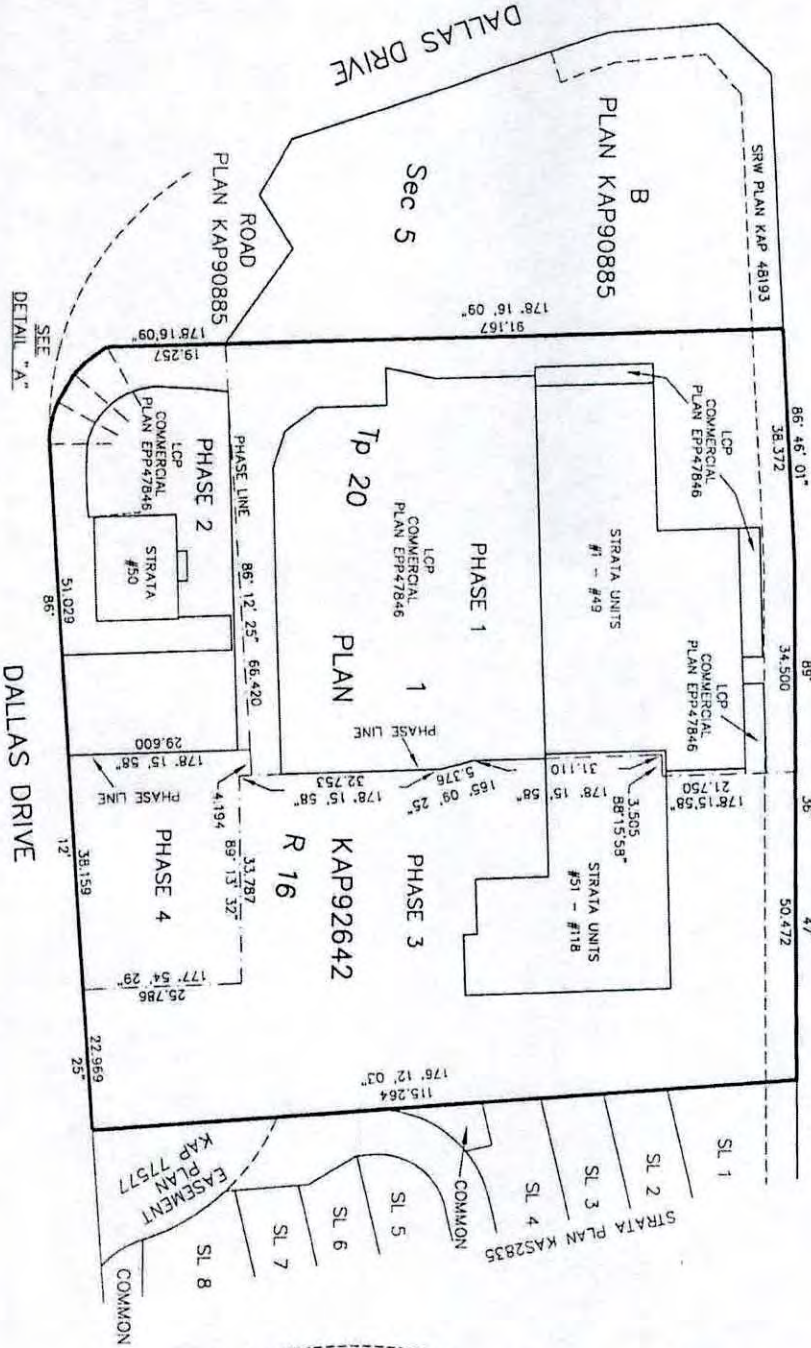
TRANS CANADA HIGHWAY
PLANS 4403, H754, 43348



SCALE 1:750
10m 0 10 20m

THE INTENDED PLOT SIZE OF THIS PLAN IS 432mm IN WIDTH
BY 280mm IN HEIGHT (SHEET SIZE B) WHEN PLOTTED AT
A SCALE OF 1:750

SCHEDULE A



T00139-R4

CAD FILE: T00139-R4-FORM P.DWG (AUG 18/15)
UNDERHILL & UNDERHILL
PROFESSIONAL LAND SURVEYORS
204-153 SEYMOUR STREET
KAMLOOPS, B.C. V2C 2C7
TEL (250) 372-8835
DRAWN BY: BMR
FILE NO. K10-059

City of Kamloops



2010 June 25

Golden Valley Building Corp.
1491 Pitt River Road
Port Coquitlam BC V3C 1P1

Dear Sir/Madam:

RE: 5150 Dallas Drive
Development Permit No. DPM00269

Please be advised that further to the minutes appended below, City Council approved Development Permit No. DPM00269 on 2010 April 2009 (see attached). Notwithstanding this, Administration has not registered the development permit due to outstanding issues with access. Upon the submission of documentation depicting a resolution of the access issue, the City will execute this Development Permit.

COUNCIL MINUTES from 2010 April 7:

Moved by Councillor Wallace, seconded by Councillor Harker, that Council authorize the Corporate Officer to issue Development Permit No. DPM00269 for Lot 3, Sec. 5, Tp. 20, Rge. 16, W6M, K.D.Y.D., Strata Plan KAS1112 (5150 Dallas Drive) to permit development in accordance with the report dated 2009 March 19 prepared by the Development and Engineering Services Department.

CARRIED.

Yours truly,

A handwritten signature in black ink, appearing to read "D. A. Kawn", is written over a horizontal line.

D. A. Kawn, MCIP, MURP
Development and Engineering Services Director

BC/rjt

G-1

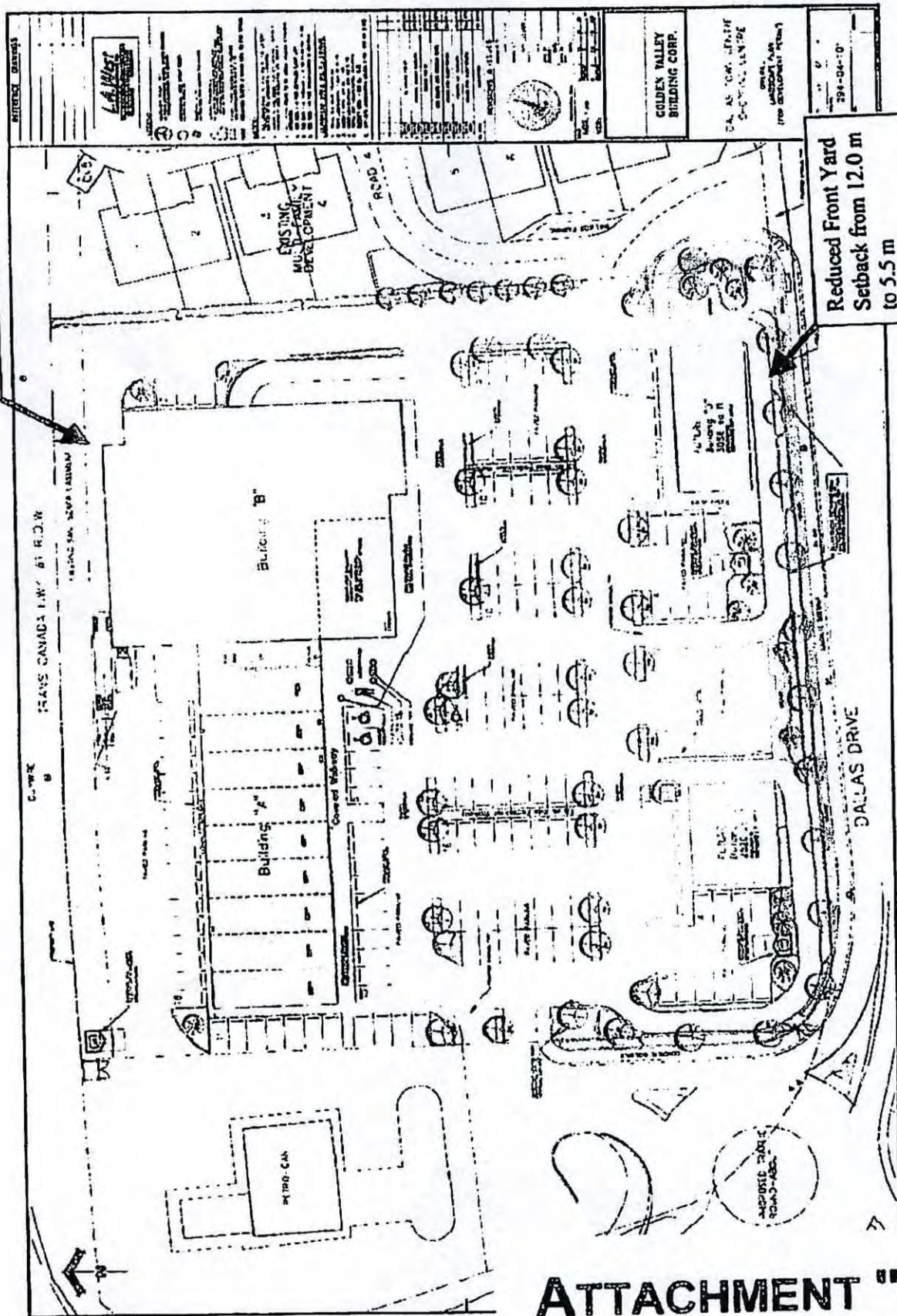
OUR CORPORATE MISSION IS to provide the best possible services to our citizens that reflect the will of Council and provide a balance of benefits to the community.

7 Victoria Street West | Kamloops BC V2C 1A2 | P. 250-828-3311 | F. 250-828-3578 | www.kamloops.ca

T:\DESIGN & DEV\CORRESP\2010\5150 Dallas Drive.docx

Reduced Rear Yard
Setback from 7.5 m to
7.2 m

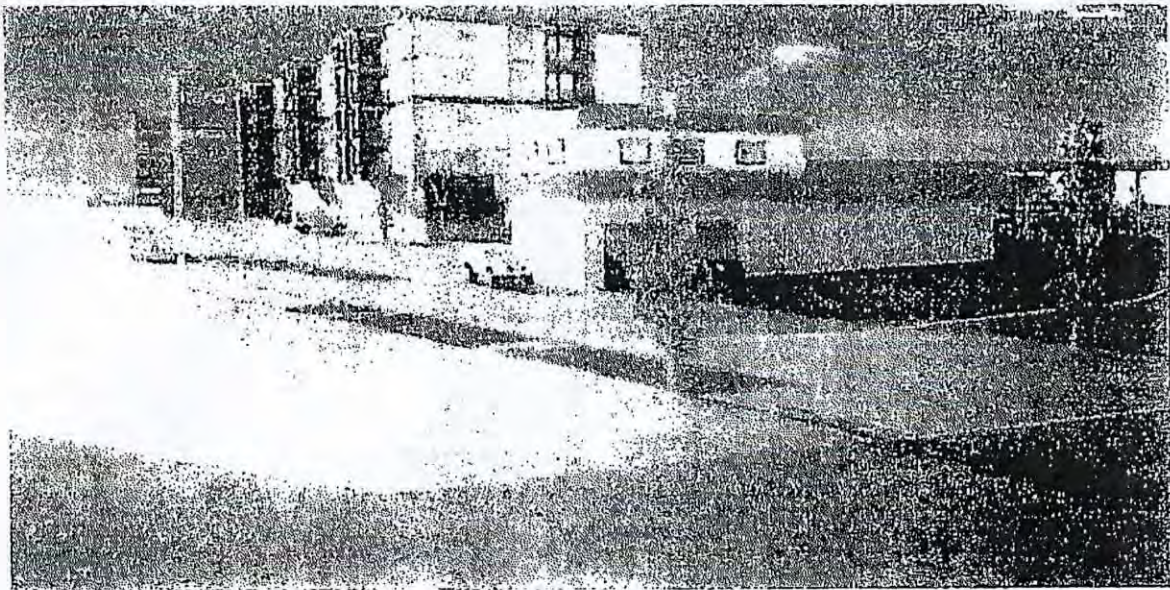
Reduced Front Yard
Setback from 12.0 m
to 5.5 m



ATTACHMENT "A"

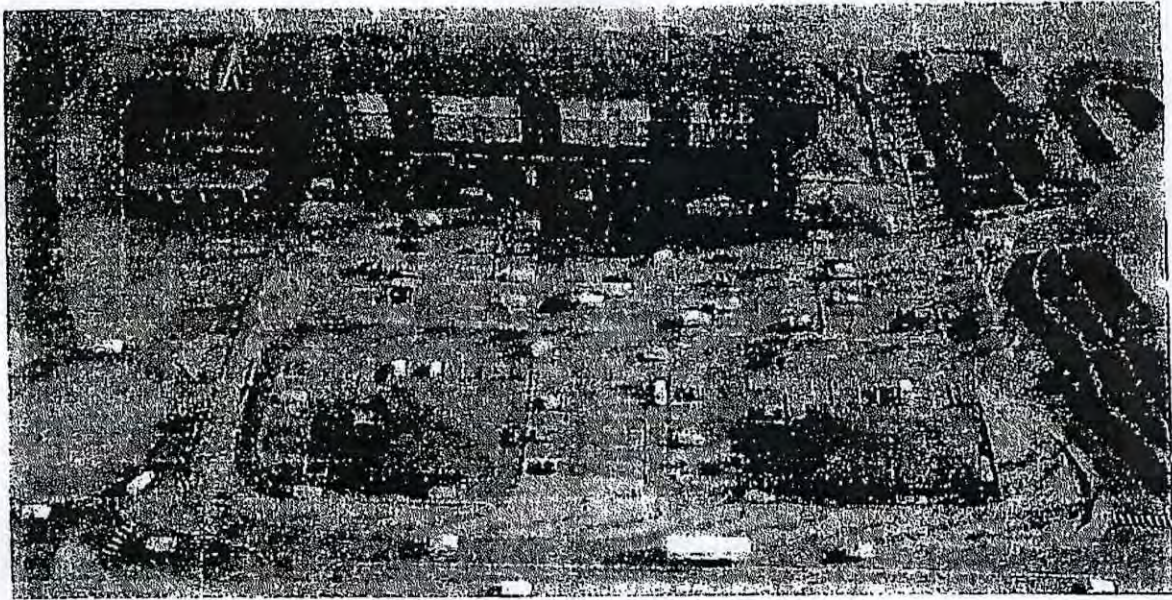


SOUTH ELEVATION

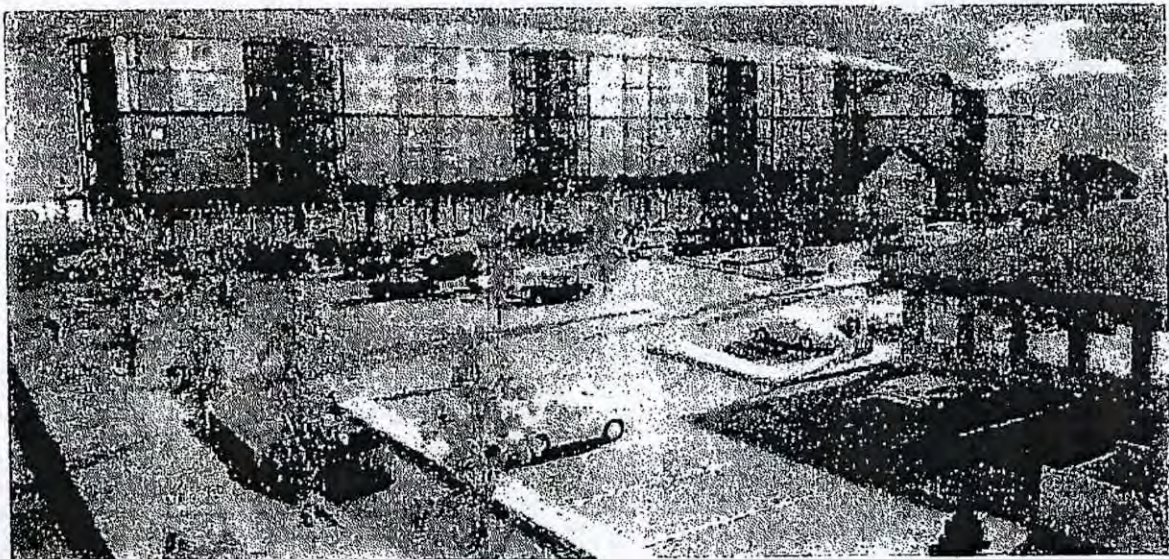


WEST ELEVATION

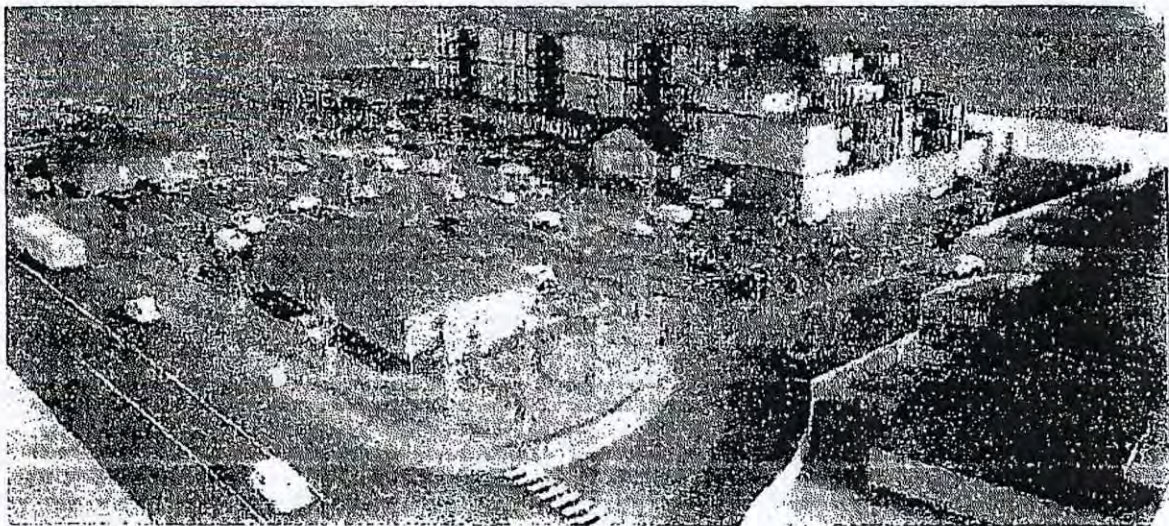
ATTACHMENT "B"



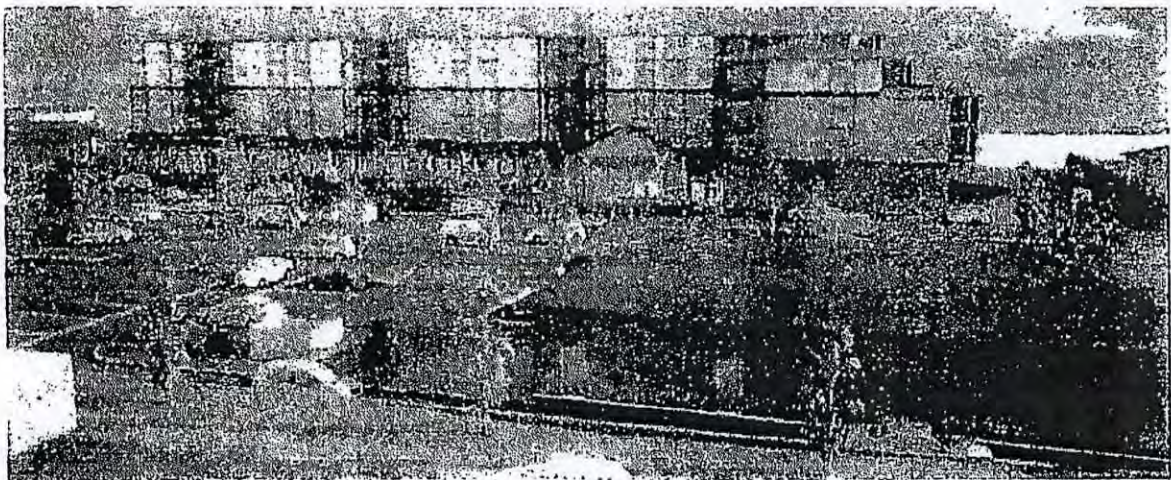
SOUTH ELEVATION



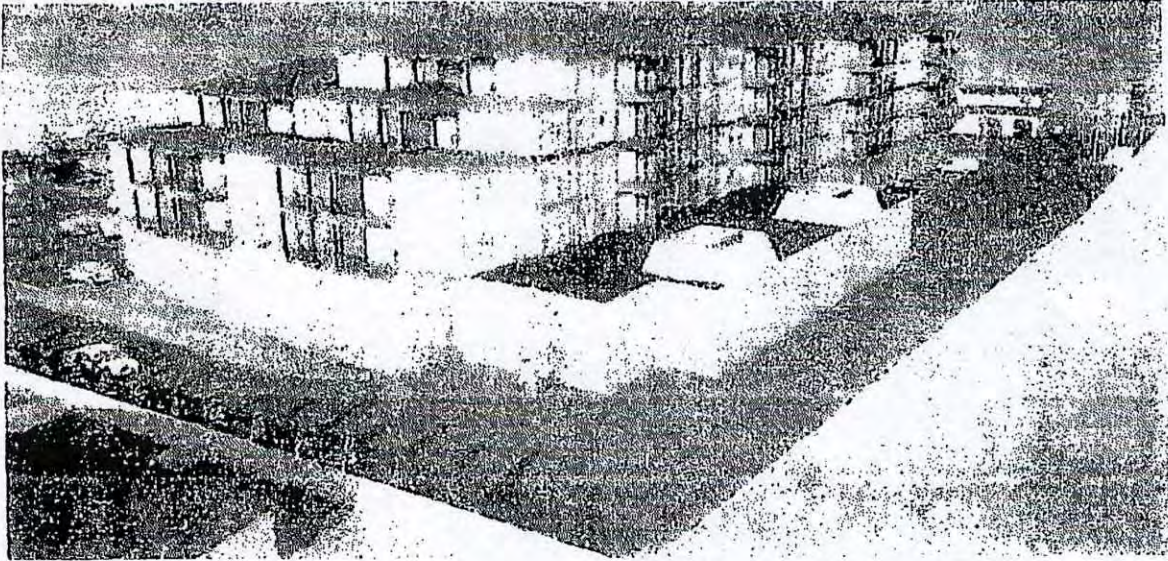
SOUTH ELEVATION



SOUTH / EAST ELEVATION



SOUTH ELEVATION



EAST / NORTH ELEVATION

EXHIBIT "8-B"



LOCAL GOVERNMENT ACT (Part 26) NOTICE OF PERMIT

To: Registrar of Title
Land Title Office
Ministry of Attorney General
Suite 114, 455 Columbia Street
Box 19
Kamloops BC V2C 6K4

TAKE NOTICE that the land described below is subject to a permit issued by the City of Kamloops.

PARTICULARS OF PERMIT

<u>Permit Description</u>	
(a) Type of Permit	Development Permit No. DPM00500
(b) Statutory Authority	Local Government Act, Section 920
Legal Description of Land Affected	(028-753-411) LOT 1, SECTION 5, TOWNSHIP 20, RANGE 16, W6M, KDYD, PLAN KAP92642 Except Strata Plan KAS4005 (Phase 1 & 2) 5170 DALLAS DR
Issue Date	APR 28 2015
Expiry Date (if any)	
(for Temporary Commercial or Industrial Permit only)	

Use this box only for an amendment to a Land Use Contract by way of permit under Section 930 of the Local Government Act.

This notice relates to the amendment of Land Use Contract No. _____ which is registered as a charge against the above-described land. Particulars of the amendment may be obtained from the issuing authority.

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after the expiry date specified above without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

CITY OF KAMLOOPS

Dated: MAY 27 2015

Stephanie J. Nichols, Deputy Corporate Officer

Our corporate mission is...

MAKING KAMLOOPS SHINE

7 Victoria Street West | Kamloops BC V2C 1A2 | T: 250-828-3311 | F: 250-828-3576 | www.kamloops.ca
316 GROUP 12-EPROSPEROUS ALUMINUM PAPER CO. REG. U.S. PAT. & TM. OFF.

EXHIBIT "8-C"



Canada's Tournament Capital

CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION

105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

Phone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

FILE COPY

Permit #: BP046364

Permit Type: B-RESIDENTIAL - MULTI - MF-ADD

Description: To construct 68 residential units over existing parkade - Phase 2.

Address: 5170 DALLAS DR

Legal: PL KAP92642 LT 1 SEC 5 TWP 20 RGE 16 MER 6 KAMLOOPS

Zone:

P.I.D. 028-753-411

Owner: GOLDEN VALLEY ENTERPRISES LTD

Address: 2060 COLUMBIA AVE PORT COQUITLAM BC V3C 4W4

Phone: 6045526960

Contractor: GOLDEN VALLEY ENTERPRISES LTD

Address: 2060 COLUMBIA AVE PORT COQUITLAM BC V3C 4W4

Phone: 6045526960

Description	Quantity	Amount	Description	Quantity	Amount
Appl Comm Alter	1.00	100.00	Building Fee	5,500,000.00	33,140.00
Fee Reduction	5,500,000.00	-500.00	L S Multifamily	1.00	0.00
Maint Multifam	1.00	5,000.00	D C C	1.00	279,276.00
					Total: \$317,016.00

Building Information:

Code Edition: 2012
 Building Area: 1058.00 m2
 Facing Streets: 1
 Construction: COMB.

Occupancy: C
 Building Height: 6 storey(s)
 Sprinklered: YES

Homeowner Protection Information:

Builder Registration Number: 33059

Dwelling Unit Registration Number: NHWB93287

Special Conditions:

- * Separate permit required for the installation of sprinklers. Submission of Letters of Assurance and sealed design drawings will be required at permit application.
- * All construction shall conform to the current BC Building Code and Building By-law.
- * The subject property is in a CORROSIVE SOILS environment. Special measures must be taken to protect concrete and metallic structures.
- * Requirements of covenants must be followed.
- * Any damage or obstruction to City drainage facilities, roads, lanes or other City property which has been caused by the operation for which this permit is issued shall be repaired at the expense of the owner.
- * The City of Kamloops is relying on Letters of Assurance where submitted in accordance with the current BC Building Code.
- * By accepting this permit and proceeding with the intended construction, you are accepting full responsibility and all liability associated with requesting all required inspections.
- * The construction site shall be maintained free of loose or blowing debris and shall be subject to a continuous and effective program of dust control.
- * All plumbing work shall conform to the current edition of the BC Building and Plumbing Codes.
- * Plumbing work requires a separate permit and inspections.
- * Prior to commencement of building construction ensure the location and elevation of water and sanitary sewer connections on property line are known.
- * City Staff are not authorized to do inspections, if in their opinion the inspection area is in violation of WCB Occupational Health and Safety Regulations.



CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION

105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

Canada's Tournament Capital

Processed By: LEE LUNDGREN

Permit #: BP046364

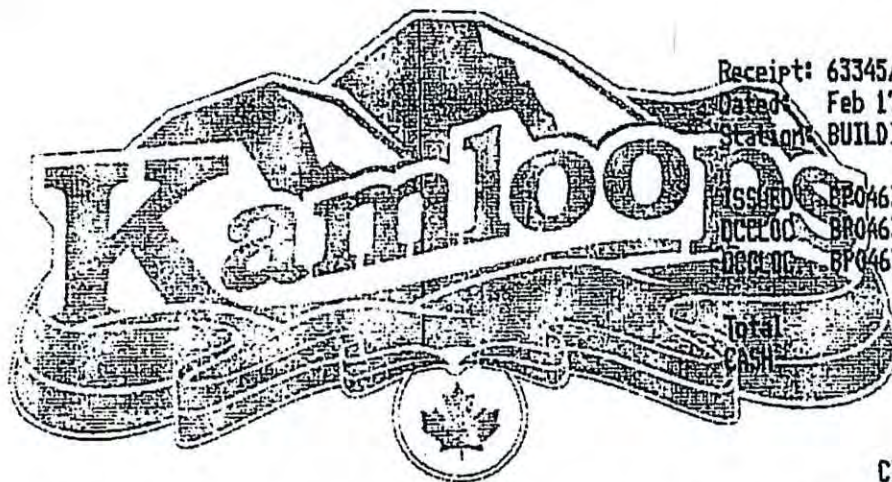
Date Printed: Feb 15, 2016

All work to which this permit relates shall be carried out in compliance with all By-laws of the City of Kamloops and all Regulations relating to the work, and neither the issue of this permit nor any representation made, nor any act done by the City, its officers or servants shall be deemed to waive any provision of any such By-law or Regulation. This permit shall be void if the work has not been started within six (6) months from the date of issuing the permit and if the work is not completed within two (2) years or if special instructions or conditions as listed above are not complied with. It is the duty of the owner to give at least 24 hours notice to the Building Inspector and obtain his inspection and approval of the work carried out under this permit at various stages of construction as required by the Building By-law.

Date: Feb 18/16

Signature of Owner or Agent: 

CITY OF KAMLOOPS
7 Victoria St W
Building



Receipt: 63345/10
Dated: Feb 17, 2016
Station: BUILDING/BUILDING

Feb 17, 2016
3:51:44 PM

ISSUED BP046364
DECLD BP046364
DECLD BP046364

0.00
93,092.00
93,092.00

Total
CASH

0.00
0.00

CITY OF KAMLOOPS
7 Victoria St W
Building

Canada's Tournament Capital

Receipt: 63372/1
Dated: Feb 18, 2016
Station: BUILDING/BUILDING

Feb 18, 2016
9:14:11 AM

COPHT BP046364
DEPCSH BP046364
DCCPHT BP046364

32,640.00
5,000.00
93,092.00

Total 130,732.00
CHEQUE GOLDEN VALLEY ENTE -130,732.00

EXHIBIT "9"

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.

Notwithstanding the foregoing, under Section 42 of the *Property Law Act* a purchaser of "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt may rescind (cancel) the Contract of Purchase and Sale by serving written notice to the seller within the prescribed period after the date that the acceptance of the offer is signed. If the buyer exercises their right of rescission within the prescribed time and in the prescribed manner, this Contract of Purchase and Sale will be of no further force and effect, except for provisions relating to payment of the deposits, if any.

2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.

Notwithstanding the foregoing, if the buyer exercises their rescission rights under Section 42 of the *Property Law Act* and a deposit has been paid to the seller or the seller's brokerage or anyone else, the prescribed amount that the buyer is required to pay in connection with the exercise of their rescission right will be paid to the seller from the deposit and the balance, if any, will be paid to the buyer without any further direction or agreement of the parties.

3. **COMPLETION:** (Section 4) Unless the parties are prepared to meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:

- (a) The buyer pays the purchase price or down payment in trust to the buyer's lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date and the buyer signs the documents.
- (b) The buyer's lawyer or notary prepares the documents and forwards them for signature to the seller's lawyer or notary who returns the documents to the buyer's lawyer or notary.
- (c) The buyer's lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
- (d) The buyer's lawyer or notary releases the sale proceeds at the buyer's lawyer's or notary's office.

Since the seller is entitled to the seller's proceeds on the completion date, and since the sequence described above takes a day or more, it is strongly recommended that the buyer deposits the money and the signed documents at least two days before the completion date, or at the request of the conveyancer, and that the seller delivers the signed transfer documents no later than the morning of the day before the completion date.

While it is possible to have a Saturday completion date using the Land Title Office's electronic filing system, parties are strongly encouraged not to schedule a Saturday completion date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL** (continued)

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or notary Fees and Expenses:
– attending to execution documents
Costs of clearing title, including:
– investigating title,
– discharge fees charged by
encumbrance holders,
– prepayment penalties.
Real Estate Commission (plus GST).

Costs to be Borne by the Buyer

Lawyer or notary Fees and Expenses:
– searching title,
– drafting documents.
Costs of Mortgage, including:
– mortgage company's lawyer/notary,
– appraisal (if applicable),
– Land Title Registration fees.
Land Title Registration fees.
Survey Certificate (if required).
Fire Insurance Premium.
Sales Tax (if applicable).
Property Transfer Tax.
Goods and Services Tax (if applicable).

In addition to the above costs there may be financial adjustments between the seller and the buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (eg. Empty Home Tax and Speculation Tax).

Goods and Services Tax (GST)

The Contract of Purchase and Sale provides that, unless the Buyer and the Seller agree otherwise in writing, the Purchase Price set out in Section 1 includes applicable GST. Whether or not GST applies to the purchase and sale of the Property will depend on a number of different factors. Buyers and Sellers are advised to make inquiries and seek professional advice as to whether GST is applicable to their transaction before entering into the Contract of Purchase and Sale.

If GST is applicable, the Buyer will pay such GST to the Seller on the Completion Date by paying the full amount of the Purchase Price, and the Seller will remit to CRA from such payment, the applicable GST.

7. **CLOSING MATTERS:** The closing documents referred to in Sections 11, 11A and 11B of this contract will, in most cases, be prepared by the buyer's lawyer or notary and provided to the seller's lawyer or notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the completion date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this contract.
8. **RISK:** (Section 16) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions, not contained in this form, may be needed, and professional advice should be obtained. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. A Property Disclosure Statement completed by the seller may be available.
10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her immediate family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. Among the obligations included in Section 53 of the Real Estate Services Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the buyer and the seller should confirm their residency and citizenship status and the tax implications thereof with their lawyer/accountant.
12. **AGENCY DISCLOSURE:** (Section 21) All designated agents with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.

PROPERTY ADDRESS

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

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque except as otherwise set out in this Section 2 and will be delivered in trust to _____

_____ 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.

The parties acknowledge and agree that if the Buyer exercises the Rescission Right within the prescribed period and in the prescribed manner and the Deposit has been paid by the Buyer, the prescribed amount that the Buyer is required to pay in connection with the exercise of the Rescission Right will be paid to the Seller from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the prescribed amount required to be paid by the Buyer, the Buyer must promptly pay the shortfall to the Seller in accordance with the *Home Buyer Rescission Period Regulation* and this Contract of Purchase and Sale.

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

SEE ADDENDUM III

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on SEE ADDENDUM II, yr. _____
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____ o'clock ____m. on
SEE ADDENDUM II, yr. _____ (Possession Date) or, subject to the following existing tenancies, if any:

6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of SEE ADDENDUM II, yr. _____ (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

BUT EXCLUDING: _____

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____, yr. _____
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing:
- A. particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return);
 - B. a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and
 - C. if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax*

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

Act, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.

- 11B. GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreements to pay the balance as may be necessary are 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 under the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has:
- A. made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and
 - B. fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and
 - C. made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the Managing Broker(s), Associate Broker(s) and representative(s) of those Brokerages (collectively the "Designated Agent(s)") described in Section 21, the real estate boards or "associations" of which those Brokerages

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

and Licensees are members (together with any successors or amalgamations thereof, the "Boards") and, if the Property is listed on a Multiple Listing Service®, the 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 Board that operates the Multiple Listing Service® and other Boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that Board and other Boards;
- C. for enforcing codes of professional conduct and ethics for members of 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.

20. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in Section 27(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.

20A. **RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract:

- A. must not be assigned without the written consent of the Seller; and
- B. the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

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

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INITIALS

A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with

David Lawrence PREC*

DESIGNATED AGENT(S)

who is/are licensed in relation to Royal LePage Westwin Rlty.
BROKERAGE

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INITIALS

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with

DESIGNATED AGENT(S)

who is/are licensed in relation to _____
BROKERAGE

INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA 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)

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

who is/are licensed in relation to _____

BROKERAGE

having signed a dual agency agreement with such Designated Agent(s) dated _____

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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSa 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.

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFSa 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.

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller):

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BUYER'S INITIALS

SEAL

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SELLER'S INITIALS

SEAL

The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale, whether executed and sealed by hand or by digital or electronic signature and seal, or otherwise, is hereby executed under seal, which is evidenced by each of the Buyer and the Seller making the deliberate, intentional and conscious act of inserting their initials (whether by hand or electronically) in the appropriate space provided beside this Section 22. The parties intend that the act of inserting their initials as set out above is to have the same effect as if this Contract of Purchase and Sale had been physically sealed by wax, stamp, embossing, sticker or any other manner. It is agreed and understood that, without limiting the foregoing, the Seller's acceptance is irrevocable including without limitation during the period prior to the date specified for the Buyer to either:

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

23. **DISCLOSURE OF BUYER'S RESCISSION RIGHT:** The Seller and the Buyer hereby acknowledge that, unless the Property is exempt from the Rescission Right, the Buyer is entitled pursuant to Section 42(1) of the *Property Law Act* (British Columbia) to rescind (cancel) this Contract of Purchase and Sale by serving written notice of the rescission on the Seller within the prescribed period and in the prescribed manner (the "Rescission Right") and the parties hereby acknowledge the following:

- A. the Buyer cannot waive the Rescission Right;
- B. the Rescission Right may only be exercised by the Buyer giving notice on any day within three (3) business days (being any day other than a Saturday, a Sunday or a holiday in British Columbia) after the Final Acceptance Date (defined below);
- C. if the Buyer exercises the Rescission Right, the Buyer must promptly pay to the Seller the Rescission Amount, being 0.25% of the Purchase Price, as calculated and set out in Section 1 of this Contract of Purchase and Sale.
- D. If the Buyer has paid a Deposit, the Rescission Amount will be promptly paid from the Deposit and the balance of the Deposit, if any, will be paid to the Buyer, all without any further direction or agreement of the parties. If the Deposit is less than the Rescission Amount, the Buyer will be required to pay the shortfall; and

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

- E. the following are exempt from the Rescission Right:
- (i) residential real property that is located on leased lands;
 - (ii) a leasehold interest in residential real property;
 - (iii) residential real property that is sold at auction;
 - (iv) residential real property that is sold under a court order or the supervision of the court; and
 - (v) a Contract of Purchase and Sale to which Section 21 of the *Real Estate Development Marketing Act* applies.

The Buyer and the Seller each acknowledge that the foregoing constitutes disclosure made pursuant to Section 57.1 of the Real Estate Services Rules.

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BUYER'S INITIALS

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SELLER'S INITIALS

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

25. **COUNTERPARTS:** The parties agree that this Contract of Purchase and Sale and any amendments or attachments thereto may be executed in counterparts by the parties and delivered originally or by facsimile, email, or other means of electronic transmission. Each such counterpart when so executed and delivered is deemed to be an original and all such counterparts of a relevant document taken together shall constitute one and the same relevant document as though the signatures of all the parties were upon the same document.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

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

YES

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INITIALS

NO

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INITIALS

BUYER

BUYER

BUYER

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

27. **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 this _____ day of _____ yr. _____.

The Seller declares their residency as defined under the *Income Tax Act*:

RESIDENT OF
CANADA

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INITIALS

NON-RESIDENT
OF CANADA

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INITIALS

SELLER

SELLER

SELLER

GOLDEN VALLEY ENTERPRISES LTD.

PRINT NAME

PRINT NAME

PRINT NAME

WITNESS

WITNESS

WITNESS

PROPERTY ADDRESS

NOTICE FOR BUYER'S RESCISSION RIGHT: If the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right and the Buyer is entitled to exercise the Rescission Right, the Seller's (or the Seller's appointee's) mailing address, email address and/or fax number for notice of rescission is as follows:

Attention: _____

Address: _____

Email: _____ Fax: _____

Any notice of rescission given by the Buyer will be deemed to have been delivered on the day it was sent if delivered in accordance with the *Home Buyer Rescission Period Regulation*.

The date of acceptance of this Contract is _____ (the "**Final Acceptance Date**") being the date that the last party executed and delivered this Contract and, if applicable, based on the foregoing the date by which the Buyer must exercise the Rescission Right is _____.

The foregoing sentence is not a term of the Contract and is included for notice purposes only and, to the extent there is an inconsistency between the foregoing and the *Home Buyer Rescission Period Regulation* and the latter will govern and prevail. This Notice is only applicable if the Property is "residential real property" (as defined in the *Home Buyer Rescission Period Regulation*) that is not exempt from the Rescission Right.

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BUYER'S INITIALS

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SELLER'S INITIALS

*PREC represents Personal Real Estate Corporation

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BC2057 REV. NOV 2024

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MLS®
Number

Date _____
Page 1 of 1 Pages

RE: ADDRESS 5170 DALLAS DRIVE KAMLOOPS BC V2C 0C7

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED _____

MADE BETWEEN _____ AS BUYER(S), AND
GOLDEN VALLEY ENTERPRISES LTD. AS SELLER(S) AND

COVERING THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

1. PROVINCIAL PROPERTY TRANSFER TAX (Buyer)

The Buyer(s) is/are aware that Provincial Property Transfer Tax of 1% on the first \$200,000 and 2% on the balance, calculated on the fair market value of the subject property, is payable by the Buyer(s) unless the Buyer(s) qualifies/qualify for an exemption.

2. APPLIANCE WARRANTY (Buyer)

The Buyer(s) acknowledges/acknowledge that the appliances being purchased may be used and in such case the Seller(s) does/do not warrant the condition or the fitness of such used appliances.

3. DEPOSITS (Buyer & Seller)

The Buyer(s)'s deposit cannot be released until it has cleared banks and the provisions of the *Real Estate Services Act* have been complied with.

4. FIREPLACES, FIREPLACE INSERTS AND WOOD STOVES (Buyer)

The Buyer(s) agrees/agree that he/she/they must satisfy himself/herself/themselves with the compliance of any fireplace, fireplace insert or wood stove installed in the Property with applicable municipal or regional bylaws and fire insurance requirements.

5. PROPERTY INSPECTIONS (Buyer & Seller)

Inspections may include, but are not limited to, the following:

- (a) An inspection of the building and outbuildings;
- (b) An inspection to confirm that the fireplace, wood stove and chimney installation are compliant with municipal bylaws;
- (c) An inspection to confirm the Property boundaries;
- (d) An inspection to verify the proper operation of the septic system; and
- (e) An inspection of the common property of the Strata Corporation.

6. UNAUTHORIZED ACCOMMODATION (Buyer)

The Buyer(s) is/are aware that the Property contains ☐ OR does not contain ☐ unauthorized accommodation and has been informed of the consequences of such ownership and the potential loss of income should the rental of any unauthorized accommodation be discontinued.

7. MORTGAGE REFERRAL FEE (Buyer & Seller)

The Buyer(s)'s brokerage involved in this sale is receiving compensation ☐ OR is not receiving compensation ☐ from a lender who provides financing to the Buyer(s).

8. GST (Buyer & Seller)

The Buyer(s) and the Seller(s) agree that they must satisfy themselves concerning the application of GST to this transaction.

9. PROPERTY DISCLOSURE (Buyer & Seller)

The attached Property Disclosure Statement dated _____ yr _____ is incorporated into, and forms a part of this Contract.

10. DWELLING SIZE AND ROOM MEASUREMENTS (Buyer)

The Buyer(s) is/are satisfied with the area of the dwelling as viewed by the Buyer(s) on _____ yr _____, and acknowledges that the dimensions of the Strata Property and any room measurements, as advertised or provided, are approximate only.

11. TITLE TO PROPERTY (Buyer)

The Buyer(s) acknowledges/acknowledge that it is the Buyer(s)'s responsibility to satisfy himself/herself/themselves with respect to the legal effect of the charges which will remain on the title to the Property after the Completion Date.

12. MONTHLY ASSESSMENT (Buyer)

The Buyer(s) is/are aware that the current monthly strata fee is \$ _____ per month.

13. SPECIAL LEVY (Buyer)

If a special levy is approved by the Strata Corporation after this Contract becomes unconditional, and prior to the completion date, the Seller(s) shall credit the Buyer(s) with the entire portion of the special levy that the Buyer(s) is/are obligated to pay under the *Strata Property Act* and the Seller(s) hereby directs/direct the Buyer(s) to hold back such credit from the sale proceeds and to remit it to the Strata Corporation.

14. STORAGE LOCKER

The storage locker # _____ is one of the following (check one): ☐ part of the strata lot ☐ common property ☐ limited common property ☐ rented from the strata corporation – [with the use designated from time to time by the strata corporation.]

15. PARKING

The parking stall(s), # _____ and _____ are (check one): ☐ part of the strata lot ☐ common property ☐ limited common property ☐ rented from the strata corporation – [with the use designated from time to time by the strata corporation.]

Witness _____

Buyer _____

Print Name _____

Witness _____

Buyer _____

Print Name _____

Witness _____

Seller _____

Print Name GOLDEN VALLEY ENTERPRISES LTD.

Witness _____

Seller _____

Print Name _____

Addendum II

ADDENDUM to CONTRACT OF PURCHASE AND SALE

FURTHER TO the Contract of Purchase and Sale signed by the Buyer(s) on the ____ day of _____, 20____

BETWEEN:

("Seller")

AND:

("Buyer(s)")

for Strata Lot _____, located at

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **NO ASSIGNMENT OF CONTRACT**

The Buyer has no right to assign this Contract and the Buyer acknowledges that the Seller may refuse consent to such assignment in its sole discretion.

The Buyer may not assign his or her interest in the Property without the Seller's written consent, and unless the Seller so consents, the Seller will not be required to convey the Property to anyone other than the Buyer named in this Contract. The Seller may, at its option, charge an administration fee equal to 1.5% of the Purchase Price as consideration for agreeing to an assignment of the Buyer's interest in the Property or in this Contract and for any associated legal and administrative costs, except that there will be no such charge if the assignee is the Buyer's spouse, parent, child, grandparent or grandchild. Following any assignment, the assignor will not be relieved of his or her obligations under this Contract but will continue to remain liable to perform all obligations of the Buyer under this Contract. The Buyer will not advertise or solicit offers from the public with respect to the resale of the Property by the Buyer before the Completion Date without the express prior written consent of the Seller, which consent may be arbitrarily withheld.

Without the Seller's prior consent any assignment of the Contract is prohibited.

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 Buyer under the purchase agreement to another person or is a subsequent transfer.

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

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 the following:

- (a) the party's identify;
- (b) the party's contact and business information;
- (c) the terms of the assignment agreement.

The 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.

2. COMPLETION DATE

The sale shall be completed on the _____ day of _____, 20____ (the "Completion Date").

3. ADJUSTMENT AND POSSESSION DATE

All usual adjustments both ingoing and outgoing of whatsoever nature shall be made as of the Completion Date. The Buyers shall obtain possession of the Strata Lot free of all tenancies on the Completion Date, and after the balance of the Purchase Price has been paid.

4. GST

GST is not applicable with respect to the purchase of a Strata Lot/Unit as the Units are used housing.

The Buyer is responsible for paying any applicable GST in connection with this Contract of Purchase and Sale, and will assign any GST Rebate to the Seller.

5. EXTRAS

Excluded – Not Applicable.

6. COSTS

It shall be the Buyer's responsibility to prepare the documents necessary to complete this

transaction and the Buyer shall deliver to the Seller a Transfer in registrable form and a Statement of Adjustments at least 3 days prior to the Completion Date.

The Buyer shall bear all costs of preparation and registration of the closing documents and delivery of the purchase monies to the Seller. The Seller shall bear all costs of clearing title.

7. **HOLDBACKS**

Excluded – Not Applicable.

8. **FIRE AND LIABILITY INSURANCE**

This development is a building strata. The Purchaser, at the time of conveyance, will need to arrange his or her own policy of insurance for contents and liability for all uses at his or her own expense.

9. **SELLER'S ELECTION**

The Seller may rescind the Contract of Purchase and Sale and Addendum(s), if any, up to and including the ____ day of _____, if the Seller has not sold, in the Seller's sole discretion, sufficient Strata Lots. Upon such rescission, the Buyer shall be entitled to an immediate return of all deposits but shall have no further claim against the Seller.

The Buyer agrees that this condition is for the sole benefit of the Seller, and the inclusion of this provision shall not in any way affect the Buyer's obligations pursuant to this Contract.

10. **RISK**

The Strata Lot shall be at the risk of the Seller until the Completion Date or actual possession by the Buyer, whichever occurs first, and in the event of loss or damage to the same occurring before such time by reason of fire, tempest, lightning, earthquake, flood or other Act of God, explosion or civil commotion, the Buyer may at his option cancel this Contract and shall thereupon be entitled to the return of any monies paid hereunder. The same shall be at the risk of the Buyer from the Completion Date or actual possession by the Buyer, whichever occurs first.

11. **GENERAL**

- a. It is understood and agreed that there are no representations, warranties, guarantees or conditions other than those contained within this Contract. The representations and warranties contained herein shall survive completion and the conveyance of the Strata Lot to the Buyer.
- b. Any notice, document or communication required or permitted to be given under this Contract shall be in writing and either delivered by hand, transmitted by fax, or sent by prepaid mail to the Seller or to the Buyer as the case may be, at the above address. The time of giving such notice, document or communication shall be, if delivered, when delivered, if sent by fax, then on the day of transmission and if mailed, then on the third business day after the day of mailing.

c. In this Contract:

- (i) The singular includes the plural and vice-versa;
- (ii) The masculine includes the feminine and vice-versa;
- (iii) Any reference to a party includes that party's heirs, executors, administrators and assigns and in the case of a corporation, its successors and permitted assigns; and
- (iv) Any covenant, proviso, condition or agreement made by two or more persons shall be construed as several as well as joint.

12. **TIME**

TIME SHALL BE OF THE ESSENCE HEREOF. In the event that the purchase and sale contemplated by this Contract is not completed on the Completion Date (or the Completion Date as extended pursuant to paragraph 3) as a result of the Buyer's default, the Seller may, at its election, cancel this Contract and the amount paid by the Buyer as a deposit shall be absolutely forfeited to the Seller as liquidated damages or the Seller may, at its option, elect not to cancel this Contract, but retain the deposit without prejudice to the rights of the Seller to obtain from the Buyer by an action for specific performance or otherwise, payment in full of the Purchase Price or pursue the Buyer for damages arising out of the Buyer's failing to complete this Contract or pursue any other remedy available to the Seller.

Date this _____ day of _____, 20_____.

Per:

Director

SIGNED SEALED AND DELIVERED by the Buyers)
in the presence of:)

_____) _____
Buyer

_____) _____
Buyer

(as to both signatures)

Addendum III

DALLAS TOWN CENTRE

ADDENDUM TO CONTRACT OF PURCHASE AND SALE

FURTHER TO the Contract of Purchase and Sale signed by the Buyer(s) on
the _____ day of _____, 20_____

BETWEEN:

GOLDEN VALLEY ENTERPRISES LTD.

("Seller")

AND

("Buyer(s)")

for Strata Lot _____, located at 5170 Dallas Drive, Kamloops, BC.

(1) Financing

Subject to a new first mortgage being made available to the Buyer(s) on or before

_____.
This condition is for the sole benefit of the Buyer(s).

(2) Property Disclosure Statement

Subject to the Buyer(s) receiving, reviewing, and approving the Sellers Property
Disclosure Statement on or before _____.

This condition is for the sole benefit of the Buyer(s).

(3) Title

Subject to the Buyer(s) receiving, reviewing, and approving a copy of the Title search
and its contents on or before _____.

The Buyer(s) acknowledge that they will take title on completion containing
nonfinancial charges set out in the attached title search results; a copy of which is
attached to and forms part of the Contract.

This condition is for the sole benefit of the Buyer(s).

(4) Inspection

Subject to the Buyer obtaining, at the Buyer's expense, reviewing and approving a
certified or noncertified inspection report and the Buyer being satisfied, on or before
_____, with the results of the inspection report. The Seller,
on reasonable notice, will allow access to the Property for the purpose of the
inspection(s).

This condition is for the sole benefit of the Buyer(s).

Buyer(s) Initials

(5) Insurance

Subject to the Buyer(s) obtaining approval for fire/property insurance, satisfactory to the Buyers, on the subject property on or before _____.

This condition is for the sole benefit of the Buyer(s).

(6) Strata

Subject to the Buyer(s), receiving and being satisfied with, on or before _____, the following documents:

- (a) A Form B Information Certificate from the strata corporation;
- (b) A copy of the registered strata plan, any amendments to the strata plan, and any resolutions dealing with changes to common property; and
- (c) The current insurance cover notes or other evidence of insurance issued by the insurer explaining the strata corporation's insurance coverage, coverage limits, expiration date(s), and deductibles.

Immediately upon acceptance of the offer or counteroffer, the Seller hereby authorizes the Seller's agent, to request, at the Seller's expense, complete copies of the documents listed above from the strata corporation, or applicable section, or other source and to immediately, upon receipt, deliver the documents to the Buyer (or the Buyer's agent). This condition is for the sole benefit of the Buyer(s).

Buyer(s) to review Disclosure statement(s) for additional Strata related documentation.

The Buyer(s) have had an opportunity to review the Developers Disclosure Statement and any Amendment(s) to the Developers Disclosure Statement, prior to writing this Contract of Purchase and Sale.

Buyer(s) acknowledge that is property is a used unit. No warranty is provided.

Buyer(s) Initials