

**MALAHAT FOREST ESTATES
COWICHAN VALLEY REGIONAL DISTRICT
BRITISH COLUMBIA**

**FIRST AMENDED
DISCLOSURE STATEMENT
FEBRUARY 24, 2021**

DEVELOPER:

**295146 ALBERTA LTD. AND ERNIE CHRISTMAN
AS PARTICIPANTS IN A JOINT VENTURE KNOWN AS
CHRISTMAN DEVELOPMENTS**

Business Address: 255 Rutland Road N
Kelowna, BC, V1W 2X4Title

Address for Service: 295146 Alberta Ltd.
860 Westpoint Drive #11
Kelowna, BC, V1W 2Z4

Ernie Christman
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**PREPARED BY:
REED POPE LAW CORPORATION
202 – 1007 Fort Street
Victoria, BC V8V 3K5**

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

The Developer intends to market the strata lots offered for sale under this Disclosure Statement using its own employees or by using the real estate brokerage services of JKS Realty & Property Management Inc. - 107-847 Goldstream Ave, Langford BC V9B 2X8. The employees of the Developer are not licensed under the *Real Estate Services Act* and are not acting on behalf of the purchaser.

OVERVIEW OF THIS AMENDMENT

The Developer has filed the following Disclosure Statements in respect of the project known as “Malahat Forest Estates”:

- Disclosure Statement dated October 4, 2017 (the “**Original Disclosure Statement**”)

This First Amendment to Disclosure Statement dated February 1, 2021 (the “**First Amended Disclosure Statement**”) amends the Original Disclosure Statement (together with the First Amended Disclosure Statement, the “**Disclosure Statement**”) as follows:

1. **Overview of Exhibits** – All references to Exhibits attached to the Disclosure Statement are amended as set out in the following table, such that, wherever an Exhibit is shown to be attached to a more recent Amendment to Disclosure Statement, the previous versions of the same Exhibit are deleted from the Disclosure Statement in their entirety and replaced with the most recent version of the Exhibit. For ease of reference, the most recent version of each Exhibit is shown in bold and underlined in the table below.

Original Disclosure Statement	First Amended Disclosure Statement
<u>Exhibit A</u>	
<u>Exhibit B</u>	
<u>Exhibit C</u>	
Exhibit D	<u>Exhibit D-1</u>
Exhibit E	<u>Exhibit E-1</u>
Exhibit F	<u>Exhibit F-1</u>
Exhibit G	<u>Exhibit G-1</u>
Exhibit H	<u>Exhibit H-1</u>
Exhibit I	<u>DELETED</u>
Exhibit J	
	<u>Exhibit K-1</u>

2. **Summary of Exhibits Attached to this Second Amended Disclosure Statement:**

Exhibit D-1	Schedule of Strata Lot Legal Descriptions
Exhibit E-1	Amended Strata Bylaws
Exhibit F-1	Design Guidelines
Exhibit G-1	Summary of Legal Notations and Charges, Liens and Interests
Exhibit H-1	Purchase Agreement: Addendum
Exhibit K-1	Amended Form P

3. **Conflict of Interest – Section 1.6** – section 1.6 is deleted and replaced with the following:

The Developer has engaged JKS Realty and Property Management Inc. (the “**Strata Manager**”) on behalf of the Strata Corporation to act as strata manager. The Developer has also engaged JKS Realty and Property Management Inc. as the licensed realtor marketing the Development on behalf of the Developer.

Aside from the forgoing, the Developer is not aware of any existing or potential conflicts of interest among the Developer, manager, any directors, officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the development units offered for sale under this Disclosure Statement in connection with the Development which could reasonably be expected to affect the purchaser’s purchase decision.

4. **General Description of the Development – Section 2.1** – section 2.1 is amended as follows:

i. The sixth paragraph is deleted and replaced with the following:

The Developer owns the Strata’s Parent Parcel Plan EPP50681 and the unsold Strata Lots in the Development. Ownership of Lots 2, 3, 4 and 5 Plan EPP50681 have been transferred to the CVRD.

ii. The ninth paragraph is deleted and replaced with the following:

The original developer of the Development permitted the construction of a residential show home on Strata Lot 11, which is a timber frame, 2 bedroom, 2 bathroom home (the “**Show Home**”). The Show home has been sold and is not being offered for sale under this Disclosure Statement.

iii. The eleventh paragraph is deleted and replaced with the following:

This Disclosure Statement offers for sale the unsold Strata Lots in Phase 1 of the Development as set out in **Exhibit D-1**.

5. **Building Construction – Section 2.3** – section 2.3 is deleted in its entirety and replaced with the following:

(a) Construction Requirements

The purchaser is responsible for the construction of all improvements on their Strata Lot in compliance with the Zoning Bylaw, the DPA Guidelines, all other bylaw and regulatory requirements of the CVRD, the Amended Strata Corporation Bylaws, the Design Guidelines, and the covenants and restrictions registered on title to their Strata Lot and the Common Property.

The Amended Strata Corporation Bylaws will require that purchasers construct improvements on the Strata Lots in accordance with the Developer’s design guidelines and approval procedure (the “**Design Guidelines**”). All purchasers will be required to construct their home in compliance with the approved plans and specifications and other building restrictions contained in the Amended Strata Corporation Bylaws and the Design Guidelines, which are attached as **Exhibit E-1** and

Exhibit F-1 respectively.

Purchasers are responsible for obtaining a building permit from the CVRD prior to commencing construction on their Strata Lot (a “**Building Permit**”).

Purchasers will also have to construct their homes in accordance with the charges registered against title to their Strata Lot. Purchasers are referred to section 7.4.1 for a summary of the building and construction requirements imposed by the charges registered against title to the Strata Lots.

(b) Building Permits – Restriction re Wet Hydrants

The Developer has been advised by the CVRD that no more than nine (9) Building Permits may be issued in connection with the Development until the Developer completes the construction of certain wet fire hydrants to the satisfaction of the CVRD (the “**Wet Hydrants**”).

Accordingly, the Developer advises purchasers in connection with the Wet Hydrants as follows:

- i. As of the date of this Disclosure Statement, the CVRD has issued three (3) Building Permits for the construction of residential homes within the Development.
- ii. Accordingly, the CVRD may only issue six (6) further Building Permits until the Developer completes the construction of the Wet Hydrants to the satisfaction of the CVRD.
- iii. The Developer presently estimates it will complete construction of the Wet Hydrants between December 1, 2021 and February 28, 2022. This date range is an estimate only and the Developer does not guarantee completion of the Wet Hydrants within this date range.
- iv. The CVRD will issue Building Permits on a first-come-first-served basis without regard to when a purchaser completed the purchase and sale of a Strata Lot from the Developer.
- v. Purchasers are advised to do their own due diligence directly with the CVRD with respect to the number of Building Permits issued by the CVRD in connection with the Development and with respect to the CVRD’s Building Permit requirements.
- vi. Purchasers are referred to section 7.4 for further information on the risks associated with the Developer not completing the construction of the Wet Hydrants.

(c) Building Permits – Restriction re Fire Substation

In addition to the restriction on Building Permits in connection with the Wet Hydrants, the Developer has been advised by the CVRD that no more than 14 Building Permits may be issued in connection with the Development until the Developer complies with the requirements set out in Restriction Covenant CA1648147, namely, the construction of a fire substation and related equipment and transfer of land underlying the fire substation (collectively, the “**Fire Substation**”).

Accordingly, the Developer advises purchasers in connection with the Fire Substation as follows:

- i. As of the date of this Disclosure Statement, the CVRD has issued three (3) Building Permits for the construction of residential homes within the Development.
- ii. Provided the Developer has completed construction of the Wet Hydrants set out above, the CVRD may only issue a maximum of 14 Building Permits until the Developer completes the Fire Substation to the satisfaction of the CVRD.
- iii. The Developer does not have an estimated date by which it will complete the Fire Substation.
- iv. The CVRD will issue Building Permits on a first-come-first-served basis without regard to when a purchaser completed the purchase and sale of a Strata Lot from the Developer.
- v. Purchasers are advised to do their own due diligence directly with the CVRD with respect to the number of Building Permits issued by the CVRD in connection with the Development and with respect to the CVRD's Building Permit requirements.
- vi. Purchasers are referred to section 7.4 for further information on the risks associated with the Developer not completing the construction of the Fire Substation.

6. **Phasing – Section 2.4** – section 2.4 is deleted and replaced with the following:

The Development is part of a phased strata plan, as defined in the *Strata Property Act*. A phased strata plan is a development that is constructed and completed in parts, but all parts will become one strata corporation. A Form P Declaration of Intention to Create a Strata Plan by Phased Development (the “**Form P**”) approved by the applicable approving officer pursuant to the *Strata Property Act* is required to be registered for each such strata plan. The location and area of each phase is set out on the sketch plan attached to the Form P. The Form P also shows the current estimated unit entitlement and number of Strata Lots to be constructed in each Phase, as well as the dates for construction and election to proceed with each Phase.

The Development is structured to be a “phased strata plan” created under the Strata Property Act. The original developer of the Development registered at the Land Title Office a Form P under CA5397432. The original developer also registered the Phase 1 strata plan and raised title to the 18 Strata Lots.

The Developer amended the Form P on May 15, 2019, which is attached as **Exhibit K-1** to this Disclosure Statement. The amended Form P provides that the Development is intended to consist of approximately 118 bare land strata lots, built in 4 phases. Of the 118 bare land strata lots, 97 are intended to be for residential use and the remaining 21 bare land strata lots for non-residential use.

In accordance with the Form P, the Developer has elected to proceed with Phase 2 of the Development. The Developer may again amend the Form P to change the phasing order, the number of strata lots permitted in each Phase, or to end the phasing plan. The Developer has the right under section 235 of the *Strata Property Act* to elect not to proceed with any Phases. The

effect of the Developer electing not to proceed with a future Phase is that the Strata Corporation for the Development will only contain the number of Phases registered as of the date of the election not to proceed.

This Disclosure Statement offers for sale the unsold Strata Lots in Phase 1 of the Development as set out in **Exhibit D-1**.

7. **Common Property and Facilities** – section 3.3 – section 3.3 is deleted and replaced with the following:

The Common Property of the Development includes the access roads, utility lines running through the Development, the green space located in the middle of the roundabout, and the large outdoor space located to the west of the Strata Lots all as shown on the registered strata plan attached as **Exhibit A**.

8. **Bylaws - Section 3.5** – section 3.5 is deleted and replaced with the following:

The Strata Corporation's bylaws are the Schedule of Standard Bylaws contained in the *Strata Property Act*.

The Developer will file Amended Strata Corporation Bylaws at the Land Title Office that will replace those currently filed at the Land Title Office. The Developer will file the Amended Strata Corporation Bylaws. The proposed Amended Strata Corporation Bylaws are attached to this Disclosure Statement as **Exhibit E-1**.

The Amended Strata Corporation Bylaws include restrictions relating to construction of improvements on the Strata Lots and will incorporate Design Guidelines applicable to the Development. Purchasers are referred to section 2.3 for information on the Design Guidelines, which are attached as **Exhibit F-1** to this Disclosure Statement.

Prior to registering the Amended Strata Corporation Bylaws, the Developer may add to the bylaws provisions dealing with the fire management requirements as set out in the covenants registered against title to the Strata Lots and as required by the CVRD. At the time of filing this Disclosure Statement, the CVRD has not finalized or approved the fire management requirements which must be included in the Amended Strata Corporation Bylaws. Purchasers are referred to **Exhibit J** for the covenants registered against title to the Strata Lots.

Purchasers are referred to the following sections of the Amended Strata Corporation Bylaws attached to this Disclosure Statement as **Exhibit E-1**:

- (i) Division 9, Sections 35 – 46 and Division 10, Sections 47 - 50 for restrictions relating to the construction of improvements on the Strata Lots.
- (ii) Division 2, section 4 for restrictions relating to pets and restrictions on the use of the Strata Lots.

Purchasers are advised that the Developer's form of purchase agreement attached as **Exhibit H-1** will require purchasers to vote in favour of amending the Strata Corporation's Bylaws substantially in the form set out in **Exhibit E-1** and to incorporate all fire management requirements as may be required by the CVRD.

9. **Utilities and Services – Section 3.8** – subsections (i), (iii), (iv), and (vi) are deleted and replaced with the following:

- (i) **Water** - The original developer drilled one well on a parcel of land adjacent to the Development sufficient to provide potable water to all of the Strata Lots. The Developer has built a water treatment and supply plant and piping delivery system (collectively, the “**Water Treatment Plant**”) to deliver potable water from the well to all the Strata Lots.

The Developer has transfer ownership of the Water Treatment Plant to the CVRD, Water Utility Department. The CVRD will operate and manage the distribution of potable water to the Strata Lots.

The CVRD has or will pass bylaws to establish a service area in respect of the Development to allow the CVRD to charge Strata Lot owners directly for water usage through a combination of property taxes and user fees.

The annual cost of water per Strata Lot is presently estimated to be the total of \$1,555.00 (water parcel tax) and a \$300.00 (direct user fee).

The connection of the water lines to the Strata Lot from the water mains located in the Common Property (or adjacent properties) and road right of way and the payment of connection charges are the responsibility of the purchaser.

- (iii) **Sewerage (Storm)** - There are no storm sewers on the Strata Lots 1 – 15 inclusive. Storm drainage is managed on these Strata Lots by a system of swales and constructed wetlands to slow and disburse storm water prior to its entry into water courses.
- (iv) **Sewerage (Sanitary)** - The Developer has constructed a common waste water treatment plant (the “**Waste Water Treatment Plant**”), and sanitary sewer lines on the Common Property to service all the Strata Lots in Phase 1.

The Developer has transferred ownership of the Waste Water Treatment Plant to the CVRD, Water Utility Department. The CVRD will operate and manage sewerage in respect of the Development.

The CVRD has or will pass bylaws to establish a service area in respect of the Development to allow the CVRD to charge Strata Lot owners directly for sewerage through a combination of property taxes and user fees.

The annual cost of sewerage per strata lot is presently estimated to be the total of \$1,694.00 (sewer parcel tax) and \$300.00 (direct user fee).

The connection of the sewer lines to the Strata Lot from the sewer mains located in the Common Property (or adjacent properties) and road right of way and the payment of connection charges are the responsibility of the purchaser.

- (vi) **Fire Protection** - The CVRD has extended its fire protection service area to include the Development. Fire protection for the Strata Lots is provided by the Malahat Volunteer

Fire Department.

The original developer entered into restrictive covenants with the CVRD registered on title to the Strata Lots that require the Developer to provide fire protective facilities and equipment, community water adequate for fire hydrants, and file Amended Strata Corporation Bylaws which incorporate fire management and construction requirements as set out in the covenants registered against title to the Strata Lots and as required by the CVRD.

There is also a fire protective services restrictive covenant (Covenant CA1648148) that addresses fire resistant building materials, the form of construction and hoarding, the preparation of construction fire hazard plans and the preparation of landscape plans for priority zones so as to create a fire resistant community.

At the time of filing this Disclosure Statement, the CVRD has not finalized what fire protective facilities and equipment will be required of the Developer nor has the CVRD finalized or approved the fire management requirements which must be included in the Amended Strata Corporation Bylaws.

The Developer will comply with the fire protection requirements and file Amended Strata Corporation Bylaws which incorporate the fire management and construction requirements, all as set out in the covenants registered against title to the Strata Lots and as required by the CVRD.

Purchasers are referred to **Exhibit J** for the covenants registered against title to the Strata Lots.

10. Strata Management Contracts – Section 3.9 – Section 3.9 is deleted and replaced with the following:

The Developer has engaged JKS Realty and Property Management Inc. (the “**Strata Manager**”) on behalf of the Strata Corporation to act as strata manager. The Developer has also engaged JKS Realty and Property Management Inc. as the licensed realtor marketing the Development on behalf of the Developer.

11. Legal Description – Section 4.1 – section 4.1 is deleted and replaced with the following:

The legal descriptions of the Strata Lots offered for sale under this Disclosure Statement are set out in the table included as **Exhibit D-1**.

12. Proposed Encumbrances – Section 4.4 – the following is added to section 4.4:

Purchasers are advised that the Developer’s form of purchase agreement attached as **Exhibit H-1** will require purchasers to vote in favour of amending the Strata Corporation’s Bylaws substantially in the form set out in **Exhibit E** and to incorporate all fire management requirements as may be required by the CVRD.

13. Construction Dates – Section 5.1 – section 5.1 of the Disclosure Statement is deleted and replaced

with the following:

Phase 1 of the Development is complete in terms of titles to the Strata Lots being created in the Land Title Office. The original developer caused the Phase 1 Strata Plan to be deposited in the Land Title Office on August 3, 2016. However, notwithstanding that the titles to the Strata Lots are created, the Developer must complete certain utilities and servicing respecting the Development. A summary of the items to be completed by the Developer is as follows:

- Wet Hydrants
- Fire Substation and other fire protection facilities
- Amended Strata Bylaws

At the time of filing this Disclosure Statement, the CVRD has not finalized what fire protective facilities and equipment will be required of the Developer nor has the CVRD finalized or approved the fire management requirements which must be included in the Amended Strata Corporation Bylaws. Accordingly, the Developer is unable to provide an estimated date by which these requirements will be completed. However, the Developer will file an amendment to this Disclosure Statement once the requirements are known.

Purchasers will be responsible for compliance with all requirements relating to the ownership and construction of improvements on the Strata Lot including obtaining a building permit from the CVRD.

See section 2.3(b) for restrictions on issuance of Building Permits by the CVRD until the Developer completes construction of the Wet Hydrants and section 2.3(c) for restrictions on the issuance of Building Permits by the CVRD until the Developer completes construction of the Fire Substation.

Purchasers are advised that the Developer's form of purchase agreement attached as **Exhibit H-1** will require purchasers to vote in favour of amending the Strata Corporation's Bylaws substantially in the form set out in **Exhibit E-1** and to incorporate all fire management requirements as may be required by the CVRD.

Purchaser will be responsible for compliance with all requirements relating to the ownership and construction of improvements on the Strata Lot including obtaining a building permit from the CVRD.

14. Warranties – Section 5.2 – section 5.2 is deleted and replaced with the following:

(i) Construction Warranty

The Developer is not providing any construction or equipment warranties with respect to the Strata Lots or the Common Property.

(ii) Equipment Warranties

The Developer is not providing any warranties with respect to any equipment located in a Strata Lot or in or on Common Property.

15. **Purchase Agreement – Section 7.1** – section 7.1 is deleted and replaced with the following:

As required under the *Real Estate Development Marketing Act* (British Columbia), all deposits and other monies received from a purchaser of a Strata Lot will be held by the Developer's lawyers, Reed Pope Law Corporation, in trust in the manner required by the *Real Estate Development Marketing Act* (British Columbia) until such time as:

- (i) the final Strata Plan is deposited in the Land Title Office;
- (ii) the Strata Lot is capable of being occupied; and
- (iii) an instrument evidencing the interest of the purchaser in the Strata Lot has been filed for registration in the Land Title Office.

16. **Purchase Agreement – Section 7.2** – section 7.2 is deleted and replaced with the following:

The Developer intends to use an MLS standard form contract of purchase and sale (the “**MLS Purchase Agreement**”) together with a schedule of terms specific to the Development. The schedule to be attached to the MLS Purchase Agreement is substantially in the form attached as **Exhibit H-1**. Purchasers are advised to review **Exhibit H-1** as it contains restrictions relating to construction on the strata lots including the requirement for purchasers to provide security deposits and have their building plans approved by the Developer under the Design Guidelines.

17. **Developer’s Commitments – Section 7.3** – section 7.3 is deleted and replaced with the following:

Other than as set out below, there are no commitments made by the Developer that will be completed after the sale of the Strata Lots.

(a) Building Permits – Restriction re Wet Hydrants

Further to section 2.3(b), the Developer has been advised by the CVRD that no more than nine (9) Building Permits may be issued in connection with the Development until the Developer completes the construction of the Wet Hydrants to the satisfaction of the CVRD.

There is no security posted by the Developer in connection with this commitment. The risk associated with the Developer not completing this work is that purchasers who purchase a Strata Lot may not be able to have a Building Permit issued by the CVRD for the construction of the purchaser’s home on their Strata Lot and that the Development may include only nine (9) homes.

(b) Building Permits – Restriction re Fire Substation

Further to section 2.3(a), and in addition to the restriction on Building Permits in connection with the Wet Hydrants, the Developer has been advised by the CVRD that no more than 14 Building Permits may be issued in connection with the Development until the Developer complies with the requirements set out in Restriction Covenant

CA1648147, namely, the construction of a Fire Substation and related equipment and transfer of land underlying the Fire Substation.

There is no security posted by the Developer in connection with this commitment. The risk associated with the Developer not completing this work is that purchasers who purchase a Strata Lot may not be able to have a Building Permit issued by the CVRD for the construction of the purchaser's home on their Strata Lot and that the Development may include only 14 homes (provided the Developer constructs the Wet Hydrants).

(c) Amended Strata Corporation Bylaws – Fire Management Requirements

Further to section 3.8(vi), covenants on title to the Strata Lots require the Developer to provide fire protective facilities and equipment, community water adequate for fire hydrants, and file Amended Strata Corporation Bylaws which incorporate fire management and construction requirements as set out in the covenants registered against title to the Strata Lots and as required by the CVRD.

There is no security posted by the Developer in connection with these commitments. The risk associated with the Developer not completing this work is that purchasers who purchase a Strata Lot may be required to work with the CVRD in order to finalize the fire management and construction requirements directly and take the steps required to develop and implement the fire management requirements as required by the CVRD.

For clarity, the Developer's intention is to include the fire management requirements in the Strata Corporation Bylaws such that the Strata Corporation will be required to implement the fire management requirements and pay the cost thereof as part of the Strata Corporation's budget, which all owners in the Development will contribute to as part of their strata maintenance fees.

SIGNATURES

Deemed Reliance


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

Declaration

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of February 24, 2021.

295146 ALBERTA LTD.

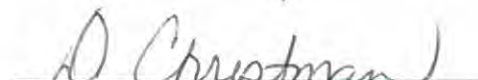
Per:



Authorized Signatory



RONALD CHRISTMAN
DIRECTOR



DONNA CHRISTMAN
DIRECTOR

ERNIE CHRISTMAN

SIGNATURES

Deemed Reliance

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

Declaration

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of February 24, 2021

295146 ALBERTA LTD.

Per:

Authorized Signatory

RONALD CHRISTMAN
DIRECTOR

DONNA CHRISTMAN
DIRECTOR



ERNIE CHRISTMAN

EXHIBIT D-1

Schedule of Strata Lot Legal Descriptions

Strata Lot	PID	Legal Description
1	029-930-413	STRATA LOT 1 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
2	029-930-421	STRATA LOT 2 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
3	029-930-430	STRATA LOT 3 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
4	029-930-448	STRATA LOT 4 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
5	029-930-456	STRATA LOT 5 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
6	029-930-464	STRATA LOT 6 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
7	029-930-472	STRATA LOT 7 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
8	029-930-481	STRATA LOT 8 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE

STRATA LOT AS SHOWN ON FORM V		
9	029-930-499	STRATA LOT 9 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
10	029-930-502	STRATA LOT 10 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
12	029-930-529	STRATA LOT 12 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
13	029-930-537	STRATA LOT 13 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
15	029-930-553	STRATA LOT 15 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V
18	029-930-588	STRATA LOT 18 BLOCKS 201 AND 270 MALAHAT DISTRICT STRATA PLAN EPS2814 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V

EXHIBIT E-1

MALAHAT FOREST ESTATES BYLAWS – STRATA PLAN EPS2814

Division 1 – Definitions

1 For the purposes of these bylaws:

“Act” means the *Strata Property Act*, SBC 1998 c. 43, as may be amended or replaced from time to time.

“Approval Process” means the mandatory design review and application process set out in the Design Guidelines by which the Owner may obtain final approval from the Approving Body to proceed with construction upon the Strata Lot in accordance with the Plans and Specifications and by which the Approving Body completes its review of the completed construction to ensure compliance with the approved Plans and Specifications.

“Approving Body” means that body having the right and power to review, vet, and in its sole discretion, approve or reject Plans and Specifications submitted by the Owner as part of the Approval Process and the **“Approving Body”** is the Developer or its authorized agent or agents while the Developer is the registered Owner of any interest in any of the Strata Lots in the Strata Corporation, and thereafter Approving Body means the Strata Corporation.

“authorized” means authorized in writing.

“Building Envelope” means that area of the Strata Lot which has as its boundary the minimum setback distances required by the Cowichan Valley Regional District land use bylaws, which may be further restricted by any covenant charged against the Strata Lot as well as any further restrictions set out in these bylaws or the Design Guidelines.

“bylaws” means these bylaws, as may be amended or replaced from time to time.

“construction” means the building of Improvements upon the Strata Lot and includes grading, filling or other site preparatory work on the Strata Lot.

“Design Guidelines” means those Design Guidelines published by the Approving Body, as may be amended from time to time, a copy which can be obtained from the Approving Body.

“Developer” means 295146 Alberta Ltd. and Ernie Christman or their successors and assigns.

“Improvements” means a dwelling, building and other construction including, but not limited to, storage sheds, out-buildings, driveways, landscaping and fencing.

“Strata Lots” means the Strata Lots having the following legal description: Strata Lots 1 – 18, Malahat District, Strata Plan EPS2814, together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V and **“Strata Lot”** means any one of them.

“Owner” means the registered Owner of the Strata Lot from time to time.

“Plans and Specifications” means those plans and specifications, described in the Design Guidelines and required by the Approving Body in respect of the Approval Process.

“Strata Corporation” means The Owners, Strata Plan EPS2814.

Division 2 - Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees and other amounts owing to the Strata Corporation

- 2 (1) An Owner must pay strata fees on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the Strata Corporation as set out in the approved budget.
- (2) If an Owner fails to pay strata fees or a special levy at the required time, then the Owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, after compliance with the notice and hearing provisions set out in section 135 of the Act, the Strata Corporation will be entitled to assess a fine against such Owner in the amount of \$50.00. An additional \$50.00 fine will be levied on a cumulative basis, for each month or part thereof that the strata fees or special levy remain unpaid.
- (3) Any late payments made by an Owner will first be applied to the payment of outstanding interest and fines, if any, and secondly to the payment of outstanding strata fees or special levy.
- (4) Each Owner is responsible for payment, without invoice, of all other amounts owing to the Strata Corporation as provided for in the Act or these bylaws and if the Owner fails to pay any money so owing, then the Owner will, after having been given written notice of the default and being provided with a reasonable opportunity to answer the complaint, be considered to have breached the bylaws and be subject to all bylaw enforcement provisions of the Act including the assessment of a fine. If such default continues beyond the month in which the amount became due, this will be considered to be a further breach of the bylaws and be subject to a further fine for each additional month that such amount remains unpaid.
- (5) Fines authorized by these bylaws, banking charges, filing costs, full indemnity legal expenses, expenses incurred by the Strata Corporation to enforce these bylaws, as they may be amended from time to time, expenses incurred by the Strata Corporation to enforce any rule which may be established from time to time by the council pursuant to the Act or these bylaws, and any other expenses that are the responsibility of the Owner under the Act, will be the responsibility of the Owner who has caused any such costs or expenses to be incurred by the Strata Corporation, and will become due and payable on the first day of the month following notification to the Owner in writing of the amount owing.
- (6) Any costs or expenses incurred by the Strata Corporation as a result of an infraction or violation of the bylaws or any rules established under them, including but not limited to the full cost of repairing any damage to the plumbing, electrical and other utility systems or

other parts of the common property caused by the Owner, his or her tenants, occupants, employees, agents, invitees, guests or visitors, will be charged to that Owner and will be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.

- (7) Where any claim has been made against the insurance policy of the Strata Corporation as a result of a violation of any of the bylaws or any rule which may be established from time to time by the council pursuant to the Act or the bylaws, by any Owner or any tenant, occupant, employee, agent, invitee, guest or visitor of such Owner, a sum equal to the amount of the deductible charged by the insurer of the Strata Corporation as a result of the claim will be payable by the Owner of the strata lot and will become due and payable on the first day of the month next following.

Repair and maintenance of property by Owner

- 3** (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.

Use of property

- 4** (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;
 - (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; or
 - (f) is injurious to the reputation of the Strata Corporation.
- (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 asset.

- (4) The Owner is responsible for the immediate clean up of any pet excrement that occurs on the common property.
- (5) The Owner is responsible for such Owner's pets and shall ensure that such Owner's pets do not cause a nuisance to any resident.
- (6) An Owner may have no more than two outdoor pets, but the council of the Strata Corporation in their reasonable discretion, may approve an Owner's request to have more than two.
- (7) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the Owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the Strata Lot in which case the pet will be immediately removed. The Owner of the pet will be advised about the outcome of the hearing in writing.
- (8) The council of the Strata Corporation, by notice to the Owner or occupier, may require removal by an Owner or occupier of any residential Strata Lot of any pet or other animal kept by the Owner or occupier in a Strata Lot if such pet or animal, in the opinion of the strata council constitutes a nuisance to any Owner or occupier of a Strata Lot, or causes danger or damage to any Owner or occupier of a Strata Lot or to any property of the Strata Corporation or an Owner or occupier of a Strata Lot.
- (9) An Owner must not do any of the following:
 - (a) hang laundry or washing in such a way as to be visible from the outside of the Strata Lot;
 - (b) allow his Strata Lot either to become untidy or to create an untidy condition on common property immediately adjacent to his Strata Lot. The council shall be at liberty, upon seven days' notice in writing to the Owner, to remove any items that are creating the untidy condition on the common property or clean up the common area immediately adjacent to any Owner's Strata Lot to its satisfaction, and charge the expense to the Owner.
- (10) The pathways, roadways and driveways on the common property shall not be obstructed or used for any purpose other than that for which each was designed. No Owner, occupier or person shall park his vehicles, or allow his guest, visitor, or invitee to park their vehicles, on the common property roadways and driveways.
- (11) No Owner, occupier or person shall park or permit to be parked on the Strata Lot, inclusive of the garage and the driveway, more than four private passenger vehicles at one time.
- (12) No boat, camper, mobile home, heavy equipment, commercial or recreational vehicle, motorized recreational vehicle, travel trailer or similar equipment shall be parked, placed or stored upon any Strata Lot unless such boat, camper, mobile home, heavy equipment, commercial or recreational vehicle, motorized recreational vehicle, travel trailer or similar equipment is placed or stored within an enclosed garage on the Strata Lot or unless screened by fencing or plantings or other adequate screens in such a manner as to shield

them from view from the fronting street or other Strata Lots.

- (13) No house trailer or mobile, pre-manufactured or modular building shall be erected, placed or stored on any Strata Lot at any time.
- (14) None of the Strata Lots or any Improvement on a Strata Lot shall be put to any principal use which is not residential. None of the Strata Lots nor any Improvement on a Strata Lot shall be put to any accessory use which is commercial, industrial, public or private utility use.
- (15) No water from any stream, culvert, ditch or pond shall be diverted, dammed or drained, nor shall any stream, culvert, ditch or pond within the strata corporation be altered or interfered with.
- (16) No air-conditioning units, clotheslines, fixtures, radio or transmission towers, satellite dishes, swimming pool fixtures or storage piles shall be located on the roof of any structure on a Strata Lot or shall be maintained on a Strata Lot or any part thereof unless screened by walls or plantings or other adequate screens in such a manner as to conceal them from view from the fronting street or other Strata Lots.
- (17) No Improvement which has been partially or totally destroyed by fire, earthquake or otherwise shall be allowed to remain in such state for more than three months from the time of such destruction.
- (18) No wrecked, partially wrecked or unlicensed vehicles, salvage materials, equipment or refuse are permitted to be stored or kept on a Strata Lot.
- (19) No combustible, flammable or other hazardous material as defined in applicable environmental protection legislation shall be stored upon a Strata Lot.
- (20) No person shall be permitted to use or discharge any firearm, air gun or explosives on a Strata Lot.
- (21) No outside incinerators or other equipment for the disposal of garbage, trash or other waste shall be used.
- (22) No garbage is to be put outside of buildings on a Strata Lot unless in designated animal proof containers. Compost containers must be enclosed. No containment structures shall be placed in the front yard of a Strata Lot unless screened by walls or plantings or other adequate screens in such a manner as to conceal them from view from the fronting street or other strata lots.
- (23) No sound emanating from any source or device located on a Strata Lot may exceed 50 dBA at 6 metres.
- (24) No owner shall plead in defence of an action or proceeding to enforce any of the provisions of this Schedule condoning, excuse or waiver, or that there would be an adequate remedy at law, in equity, in damages or otherwise in order to resist enforcement by restraining order or injunction.

- (25) No Owner, occupier or person shall do anything on the common property likely to damage the common property or the trees and vegetation thereon.
- (26) The design, colour, content, and placement of all signage within a Strata Lot or on any common property including signage respecting a Strata Lot which an Owner is attempting to sell, lease, or rent, is subject to approval by the Strata Council.
- (27) No owner, occupier, or person shall park any type of vehicle, trailer, or RV on common property roadways, pathways, or common property.
- 5 The speed limit on all roadways within the Strata Corporation is 20 kilometres per hour or such other speed limit that may be posted by the Strata Council.

Inform Strata Corporation

- 6 (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) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

Obtain approval before altering a Strata Lot

- 7 (1) An Owner must obtain the written approval of the Approving Body before making a significant change in the use or appearance of any home or structure that was constructed on a Strata Lot in compliance with the building restrictions contained in Division 9 of these bylaws.

Obtain approval before altering common property

- 8 (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.

Permit entry to Strata Lot

- 9 (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
 - (i) 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 insure under section 149 of the Act, or

- (ii) to ensure compliance with the Act and the bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

Division 3 - Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 10** 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 repair and maintenance that in the ordinary course of events occurs less often than once a year.

Division 4 – Council Election

- 11** (1) The council must be elected by and from among the registered Owners of the Strata Lots.
- (2) Where a Strata Lot is owned by more than one person, only one Owner of the Strata Lot or their appointed representative shall be a member of the council at any one time.

Council size

- 12** The council must have at least 1 and not more than 7 members.

Council members' terms

- 13** (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 reelection.

Removing council member

- 14** (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 member for the remainder of the term.

Replacing council member

- 15** (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 holding of meetings.

Officers

- 16** (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 and vice president.
- (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 17** (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.

Requisition of council hearing

- 18** (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.

Quorum of council

- 19** (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.

Council meetings

- 20** (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.

Voting at council meetings

- 21** (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.

Council to inform Owners of minutes

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

Delegation of council's powers and duties

- 23** (1) Subject to subsections (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 or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The 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.

Spending restrictions

- 24** (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) in accordance with section 98 of the Act, a council member may authorize, without resolution of the Strata Corporation, an expenditure of not more than \$2,000 per occurrence which was not set out in the annual budget of the Strata Corporation and approved by the Owners at a general meeting provided such expenditure is necessary

to ensure safety or prevent significant loss or damage, whether physical or otherwise.

Limitation on liability of council member

- 25** (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 judgment against the Strata Corporation.

Division 5 - Enforcement of Bylaws and Rules

Maximum fine

- 26** For the breach of either a bylaw or a rule, the strata corporation may fine an owner or tenant up to the maximum permitted under the Strata Property Regulation, as amended.

Continuing contravention

- 27** 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 6 - Annual and Special General Meetings

Person to chair meeting

- 28** (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.

Participation by other than eligible voters

- 29** (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.

Voting

- 30**
- (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 must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

- 31** 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.

Division 7 - Voluntary Dispute Resolution and Small Claims

Voluntary dispute resolution

- 32** (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.

Small Claims

- 33** (1) Pursuant to section 171 of the Act, the council, on behalf of the strata corporation, or an executive on behalf of a section, may commence a proceeding under the *Small Claims Act*, without further authorization from the strata corporation, against an owner or other person to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family. The council may commence the proceedings to collect money owing to the strata corporation including administration fees, banking charges, fines, penalties, interest, the costs, including full indemnity legal fees, of remedying a contravention of the bylaw or rules, or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 8 - Marketing Activities by Developer

Promotion

34 The Developer shall have the right to:

- (a) maintain any Strata Lot or Strata Lots, whether owned or leased by it, as display homes and to carry on any marketing and sales functions within such Strata Lots and within any area of the common property of the Strata Corporation;
- (b) erect and maintain such signage on the common property of the Strata Corporation;
- (c) have access to any and all parts of the common property and common facilities for the purpose of showing Strata Lots, the common property and the common facilities to prospective purchasers and realtors; and
- (d) assign to any other person the rights set out in this section 34;

in each case as may be reasonably determined by the Developer in order to enable or assist it or its assignee in the marketing or selling of any Strata Lot within the Strata Corporation. The Developer shall act reasonably in exercising its rights under this section. This section may not be directly or indirectly modified, amended, rescinded or varied in any way except by a unanimous resolution.

Division 9 – Building Restrictions

Plan Approval

- 35** No Owner shall construct, place, erect, or maintain, on the Strata Lot any Improvements unless the Owner completes the Approval Process and the Approving Body has given final approval for the construction of the Improvements set out in the Plans and Specifications provided by the Owner to the Approving Body. It is the intention of Division 9 of these bylaws that all Improvements are to be controlled as to their design for the benefit of the Strata Lots and the surrounding area known as “Malahat Forest Estates” as a whole.
- 36** No Owner shall obtain a building permit in respect of the construction or renovation of Improvements upon the Strata Lot unless and until the Approving Body has given final approval of such construction in accordance with the Plans and Specifications provided by the Owner to the Approving Body.
- 37** Any approval given by the Approving Body under these bylaws shall not be a warranty as to the fitness of the Improvements or its compliance with building and zoning regulations of the Cowichan Valley Regional District or other applicable laws.
- 38** The refusal or failure of the Approving Body to give the approval referred to in this Division 9 will not be actionable by any person under any circumstances, it being in the sole discretion of the Approving Body to give or withhold such approval. Without restricting the foregoing, in considering whether or not to approve submitted Plans and Specifications, the Approving Body shall have the right, but shall not be obligated, to refuse to grant such approval if such Plans and Specifications do not comply with the Design Guidelines.

Site Restrictions

- 39 No dwelling or home shall be constructed upon the Strata Lot, other than within the Building Envelope.
- 40 No Improvement shall be constructed upon a Strata Lot if such construction will interfere with naturally established drainage patterns.
- 41 No Improvement shall be constructed upon a Strata Lot unless all reasonable efforts have been made in the design to maintain the natural grade upon the site.
- 42 All site water runoff arising during construction is to be captured and cleaned prior to discharge. No solids, waste water or chemicals may be discharged into storm water systems, streams, natural water courses and standing bodies of water during the process of construction or at any other time.

Timber Marking

- 43 No timber on the Strata Lot shall be harvested, cut or timber marked for the purposes of commercial sale.

General Restrictions

- 44 No Improvement that has been constructed on a Strata Lot shall be decorated, renovated, repaired or restored in such a fashion that would result in the exterior appearance of the Improvement changing from the original exterior appearance of the Improvement approved under Division 9 of these bylaws unless such decoration, renovation, repair, or restoration complies with Division 9 and receives the approval of the Approving Body in accordance with the requirements and procedures set out in Division 9 of these bylaws.
- 45 No Improvements upon the Strata Lot shall be allowed to become in disrepair, unsightly or untidy, it being the intent of these restrictions that the Improvements thereon shall be maintained at all times in a neat and attractive state and condition.
- 46 No Owner shall construct more than one single family dwelling on the Strata Lot.

Division 10 – Security Deposit

- 47 All Owners submitting to the Approving Body a proposal to construct an Improvement as required by Division 9 of these bylaws shall also provide to the Approving Body a construction security deposit of \$5,000 (the “security deposit”) which shall be held by the Approving Body as security to:
 - (a) ensure compliance with Division 9 of these bylaws;
 - (b) repair any damage to common property or Strata Lots, subdivision services or municipal services (including without limited the generality of the foregoing, sewer lines, water lines and roads); and
 - (c) carry out any street cleaning, clean-up of common property areas or Strata Lots required as a result of the dwelling or house construction.

The security deposit shall be held by the Approving Body until all work, including without limitation, construction of the Improvement, driveway, landscaping, walls/fencing and clean-up, has been completed to the Approving Body's satisfaction.

In the event that the Approving Body is not satisfied as provided above and there is further repair or cleaning required to the common property or Strata Lots then the Approving Body may deduct the cost of all necessary repairs and cleaning from the security deposit and use such funds to undertake such construction, repairs or cleaning. Any balance remaining of the security deposit shall be returned to the Owner within ten days after completion of the proposed Improvement, completion of the repairs and cleaning to the common property or Strata Lots, as the case may be. In the event that the security deposit is not sufficient to pay the cost of the required construction, repairs or cleaning to the common property or Strata Lots, then the Owner shall remain liable for any shortfall and such shortfall shall be a debt immediately due to the Approving Body and, if due to the Strata Corporation, it shall be recoverable by the Strata Corporation on the same basis as if it were strata fees due pursuant to these bylaws. Any amount remaining unreturned after 24 months from the date the Strata Lot is conveyed from the Developer shall be paid to the Strata Corporation and the Owner hereby directs any law firm holding the security deposit to make such payment without further authority from the Owner.

General Provisions

- 48** If any section, subsection, sentence, clause or phrase in Division 9 of these bylaws is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of these bylaws.
- 49** No Owner shall proceed with any action or plan requiring the consent or approval of the Approving Body under Division 9 of these bylaws unless such consent or approval is provided in writing by the Approving Body.
- 50** In the event of any conflict between the Design Guidelines and Division 9 of these bylaws, the Design Guidelines shall prevail.

NOTE: TO BE INSERTED – FIRE MANAGEMENT PLAN REQUIREMENTS

END OF DOCUMENT

EXHIBIT F-1

Design Guidelines – Malahat Forest Estates

The Owners, Strata Plan EPS2814

(the “Strata Corporation”)

Design Guidelines Objectives

To achieve the highest possible standard of visual appeal for the benefit of the owners and residents of the Strata Corporation.

Architectural Concept:

Each home should be designed to integrate into the overall look of the community by utilizing a choice of building elements that helps to create a consistent and rich atmosphere. The intent is to provide the greatest possible latitude in exterior style and finish to permit homeowners to own the home of their choice. The general architectural theme will encourage homes with thoughtful attention to detail, architectural styling and massing. The result will be consistent new home quality which preserves the overall integrity of the neighbourhood while permitting flexibility to home owners. It is the responsibility of the builder/owner to become familiar with these guidelines and design their housing projects in accordance with them.

Strata Bylaws

These Design Guidelines, as amended from time to time, are published in accordance with Division 9 of the bylaws of the Strata Corporation (the “**Strata Bylaws**”).

Definitions

In these Design Guidelines, the term “**Approving Body**” has the same definition as contained in the Strata Bylaws.

All other defined terms in these Design Guidelines shall have the same meaning as that ascribed to that term in the Strata Bylaws.

1.0 GENERAL REQUIREMENTS

1.1 Design Compliance

In addition to these Design Guidelines all building designs must comply with the Strata Bylaws, the CVRD land use bylaws and all applicable building code regulations.

1.2 Site Inspection

Each owner/builder must, prior to commencing construction, inspect the condition of the local improvements installed in the common property of the development by the developer or the Strata Corporation. These improvements include such items as: curb and gutter, sidewalks, roadways, trail ways, fire hydrants, stantions, etc. Written notice of any pre-existing damage must be submitted at this time otherwise the cost of repairing will be at the sole responsibility of the owner/builder.

1.3 Clean up

Owner/builders are required to keep the Strata Lot in a clean and orderly condition both prior to and during construction. All builders are encouraged to use on site waste bins with lids.

1.4 Excess Material

Owners/builders must instruct sub-trades/suppliers to dispose of excess materials and packaging appropriately. This applies particularly to concrete, excavation material and landscaping material.

2.0 SITE GUIDELINES

2.1 House Style Repetition

Designs with approximately identical front elevations should be separated by at least 3 Strata Lots on the same side of the street and at least 2 Strata Lots across the street. Similar models may be allowed at a closer spacing at the discretion of the Approving Body if changes are made to various architectural elements that would change the overall visual effect of the home.

2.2 Corner Lots

Corner Strata Lots require a more diligent design approach. Ranchers or bi-levels are preferred for corner lots however all models will be considered if the design is appropriate. Special attention must be paid to side elevations of all types of homes. A detail level similar to that incorporated on the front of the home must be used. Two story models must pay particular attention to reducing mass/wall height.

2.3 Grades

As provided in the Strata Bylaws, no Improvement shall be constructed on a Strata Lot unless all reasonable efforts have been made in the design to maintain the natural grade upon the Strata Lot.

Grading towards existing vacant Strata Lots or undeveloped land is not permitted. The landscaped grade must always slope away from the house and cannot drain into adjacent Strata Lots. A Strata Lot grading plan must be submitted to the Approving Body for approval. The Approving Body may be consulted for assistance of Strata Lot grading design. Any costs incurred as a result of deviation from the grade plan will be borne by the owner/builder.

3.0 DESIGN/MATERIALS

3.1 Roof

Gable style roof designs are preferred with a minimum pitch of 7/12. Dormers and secondary roof lines may require steeper pitches to enhance the appeal of the home. Home designs with shed style single plane roofs, inverted roofs or hip roofs may be allowed at the Approving Body's discretion. No flat roofs will be allowed. All roofing material must be made of steel. Steel roofing material profile and colour must be submitted to the Approving Body with the Plans and Specifications. The roof colour should blend with the surrounding natural scape and be in keeping with the design elements of the home.

3.2 Primary Finish

The primary exterior finish of the home shall be non-combustible. Cement based siding, steel, aluminum, natural or cultured stone are examples of non-combustible primary siding products. Soffits must be non-combustible and made of aluminum. No soffits may use screening material or be made of plastic or wood. The underside of all decks and porches must be covered with non-combustible soffit material (i.e. matching aluminum soffit).

3.3 Building Elevations/Detailing

The objective of having a high standard of visual appeal will be achieved primarily through the addition of sufficient architectural detail on the homes. The elements described below assist in the design process:

- (a) All windows and doors must have a minimum of 4" trim on all sides. Windows must have sills as well.
- (b) Natural or artificial stone should be incorporated into the design of the home with a minimum of 120 sq. ft. on the front elevation. Some exceptions may be allowed if the plan incorporates sufficient detail and curb appeal. Brick is not permitted.
- (c) Front entrance doors should be visible from the street and covered at a level that encloses and protects the entry space. Sidelights and transom windows are encouraged.
- (d) Gable ends and dormers are dramatic features that enhance the curb appeal of a home. Detailing within these features allows for use of multiple materials to create visual interest. Gable ends should incorporate design elements such as shadow boards, false trusses, false beam and/or braces, board and batten, non-combustible shakes or shingles.
- (e) Front facades must have a variation of design elements to add visual interest. Additional trim and design features to consider could include: use of two or more colours, planters, boxed posts, rake or fan windows, bay windows, keystones, large sitting porches or wrap porches.
- (f) All chimneys and flues must have spark arrestors. No chimneys or flues shall have guide wires or tethers attached to the roof.
- (g) Use of environmentally friendly acceptable construction materials is recommended.

3.4 Colours

All exterior colour schemes will be approved by the Approving Body on a strata lot by strata lot basis. When approving colours the Approving Body will consider the overall look and design of the home with respect to adjacent homes and reserves the right to make changes as required. When submitting Plans and Specifications for approval the exact colour choices must be provided with the paint manufacturer, colour number and name. The roof colour, manufacturer and colour name shall also be provided.

3.5 Garages and Driveways

- 3.5.1** Attached and/or detached double garages with driveways finished in either concrete or pavers will be required. No asphalt, crush or other materials for driveways will be permitted.
- 3.5.2** Driveways shall be long enough to accommodate two parked vehicles from a minimum of 16' set back from the property line. Any variation may be at the Approving Body's discretion.
- 3.5.3** Gables above the garage door(s) will require additional detail to match the other gables on the home.
- 3.5.4** Garage door styles and colour shall be submitted with the house plans for the Approving Body's approval. Garage doors with windows and design elements are encouraged.
- 3.5.5** Sides of the garage shall have design elements such as windows and doors to breakup the mass of the garage wall(s).
- 3.5.6** A garage roof may be constructed with a slope that does not match the primary roof of the home but shall be in keeping with the home design.
- 3.5.7** No garage cladding and roofing may be used that does not coordinate with the home.
- 3.5.8** No garage details such as windows, door trims, soffits, fascias and colours may be used that do not match with the home.

3.6 Lighting and other Details

- 3.6.1** No upward-shining lights that illuminate the home or trees are permitted except for Christmas.
- 3.6.2** No exterior lighting is permitted except for lighting restricted to walkways, outdoor patios, special architectural features and at the front and rear entries to the home except for Christmas.

4.0 LANDSCAPING AND FENCING

- 4.1** Landscaping and fencing must conform to the requirements of the fire management guidelines of the Strata Bylaws, CVRD bylaws, and covenants registered against title to the Strata Lot and the common property.
- 4.2** Landscaping must be completed within 10 months of the completion of the home. Completion of the home will be determined as the date of occupancy of the home or when the occupancy permit was issued by the CVRD, whichever is the earlier of the two dates.
- 4.3** No fence that is permitted shall be greater than 6 feet in height including lattice and top fence features.

5.0 DESIGN APPROVAL PROCESS

- 5.1** If desired the Approving Body will provide preliminary comments on the proposed Plans and Specifications prior to the formal submission. This provides the opportunity to ensure that the intent of the Building Guidelines is being followed and can help avoid delays.
- 5.2** Prior to making an application to the CVRD for a building permit the owner/builder shall submit the Plans and Specifications for approval to the Approving Body.
- 5.3** The submission package to the Approving Body for the approval of the Plans and Specifications shall include:
- (a) a completed application with selected colours and materials,
 - (b) two sets of building plans showing all four elevations (north, south, east and west), and
 - (c) full detail of proposed trim(s), a plot plan showing all set backs, structures and lot grading, and a landscape plan showing all sidewalks, paths and driveway.

An application fee of \$250.00 plus a security deposit of \$1,000.00 shall be paid to the Approving Body in accordance with Division 9 of the Strata Bylaws. The application fee is non-refundable.

All Plans and Specifications will be reviewed in terms of their adherence to these Design Guidelines and the objectives of the Strata Corporation. Following the Approving Body's review of each submission of the Plans and Specifications, the Approving Body will communicate in writing its approval or reasons for not giving approval to the person making the submission and will also, without limiting its discretion, where appropriate, make recommendations to the person in writing as to how the siting, design or exterior finish of the proposed Improvements might be amended to fit more appropriately with the Design Guidelines. The decisions of the Approving Body will be final.

- 5.4** Incomplete or rejected Plans and Specifications will be returned to the applicant and must be resubmitted when complete. Minor changes after submittal, but before construction, may be made in writing to the Approving Body for approval. Major changes after approval of Plans and Specifications by the Approving Body, but prior to construction will require a second application fee of \$250.00
- 5.5** The owner/builder will notify the Approving Body of the completion of the Improvements including final grading and landscaping. The Approving Body and/or its appointed inspector will then conduct a final inspection of the Improvements.

6.0 COMPLETION OF IMPROVEMENTS

- 6.1** All homes and garages must be completed to lock-up stage, including the finishing of all exterior finishes, porches and similar improvements, and all landscaping, grading and driveways within twelve months of the date of approval of the Plans and Specifications by the Approving Body. Extensions of the one-year time period may be made in writing to the Approving Body. Approval of a requested extension is at the sole discretion of the Approving Body.

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Summary of Legal Notations and Charges, Liens and Interests

Chart					
LEGAL NOTATIONS	Registration Date	SL 1-18	SL 1, 6-8, 10, 12, 14, 16-18	SL 9, 11, 13, 15	Common Property
EX84629 – Annexed Easement over Lot 26, Block 201, Plan VIP79179 and that Part of Block 201, Malahat District, Including Part of Amended Parcel A (DD1896741) of said Block shown outlined in Red on Plan 1522R, as shown on Plan VIP79179		✓	✓	✓	✓
CA5397432 – Phased Strata Plan Declaration	August 3, 2016	✓	✓	✓	
CA6502807 – Amended Form P Phased Strata Plan Declaration	December 11, 2017	✓	✓	✓	
CA7504863 – Amended Form P Phased Strata Plan Declaration	May 15, 2019	✓	✓	✓	
FB379131 – Permit		✓	✓	✓	✓
FB379132 – Permit		✓	✓	✓	✓
FB379133 – Permit		✓	✓	✓	✓
FB379134 – Permit		✓	✓	✓	✓
FB416338 – Permit		✓	✓	✓	✓
FB463121 – Permit		✓	✓	✓	✓

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CHARGES, LIENS AND INTERESTS	Registration Date	SL 1-18	SL 1, 6-8, 10, 12, 14, 16-18	SL 9, 11, 13, 15	Common Property
M76300 – Exception and Reservation in favour of British Columbia Hydro and Power Authority		✓	✓	✓	✓
G62724 – Right of Way in favour of British Columbia Hydro and Power Authority	August 15, 1978	✓	✓	✓	✓
ED74302 – Statutory Right of Way in favour of Terasen Gas	July 6, 1990	✓	✓	✓	✓
CA1648144 – Covenant in favour of Cowichan Valley Regional District	July 8, 2010	✓	✓	✓	✓
CA1648146 – Covenant in favour of Cowichan Valley Regional District	July 8, 2010	✓	✓	✓	✓
CA1648147 – Covenant in favour of Cowichan Valley Regional District	July 8, 2010	✓	✓	✓	✓
CA1648148 – Covenant in favour of Cowichan Valley Regional District	July 8, 2010	✓	✓	✓	✓
FB361289 – Covenant in favour of The Land Conservancy of British Columbia and Cowichan Valley Regional District	July 20, 2010	✓	✓	✓	✓
FB361290 – Statutory Right of Way in favour of The Land Conservancy of British Columbia and Cowichan Valley Regional District	July 20, 2010	✓	✓	✓	✓
FB361291 – Rent Charge in favour of The Land Conservancy of British Columbia and Cowichan Valley Regional District	July 20, 2010	✓	✓	✓	✓

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FB398588 – Timber Agreement in favour of The Trust for Sustainable Forestry	February 4, 2011	✓	✓	✓	✓
CA5397416 – Statutory Right of Way in favour of FortisBC Energy Inc.	August 3, 2016	✓	✓	✓	✓
CA5397417 – Covenant in favour of Cowichan Valley Regional District	August 3, 2016	✓	✓	✓	✓
CA5397425 – Statutory Right of Way in favour of Cowichan Valley Regional District	August 3, 2016	✓	✓	✓	✓
CA5397428 – Statutory Right of Way in favour of Cowichan Valley Regional District	August 3, 2016	✓	✓	✓	✓
CA5397430 – Statutory Right of Way in favour of Cowichan Valley Regional District	August 3, 2016	✓	✓	✓	✓
CA5397453 – Covenant in favour of Cowichan Valley Regional District	August 3, 2016	✓	✓		
CA5397455 – Covenant in favour of Cowichan Valley Regional District	August 3, 2016	✓	✓	✓	
CA5397457 – Covenant in favour of Cowichan Valley Regional District	August 3, 2016	✓	✓	✓	✓
CA5397459 – Covenant in favour of Cowichan Valley Regional District	August 3, 2016	✓	✓	✓	✓
CA5397461 – Covenant in favour of Her Majesty the Queen in Right of British Columbia and Cowichan Valley Regional District	August 3, 2016	*			
CA5397466 – Easement over Lots 1, 2 and 4, Plan EPP50681 and over Lot 5, Plan EPP50681	August 3, 2016	✓	✓	✓	

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CA5478882 – Easement over the Strata Corporation's Common Property roadway in favour of Lots 2 and 3, Plan EPP50681	September 2, 2016	✓	✓	✓
CA5478883 – Easement over the Strata Corporation's Common Property roadway in favour of Lots 2 and 3, Plan EPP50681	September 2, 2016	✓	✓	✓
CA5478884 – Easement over the Remainder of Lot 1, Plan EPP50681 in favour of Lot 5, Plan EPP50681	September 2, 2016	✓	✓	✓
CA6867899 – Statutory Right of Way in favour of British Columbia Hydro and Power Authority	August 3, 2018			✓
CA6867900 – Statutory Right of Way in favour of Telus Communications Inc.				✓

*NOTE: CA5397461 is only registered against Strata Lots 2 – 5.

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Summaries			
	<i>Charge Type</i>	<i>Charge Number</i>	<i>Details</i>
1.	Easement	EX084629	<u>Registered on July 12, 2005</u> - - providing for the construction and use of an access road and power and communication lines across a parcel of land to the north of the development property, connecting to Stebbings Road.
2.	Phased Strata Plan Declaration (Form P)	CA5397432	
3.	Amended Form P	CA6502807	
4.	Amended Form P	CA7504863	
5.	Permit	FB379131	
6.	Permit	FB379132	
7.	Permit	FB379133	
8.	Permit	FB379134	
9.	Permit	FB416338	
10.	Permit	FB463121	
11.	Exception and Reservation	M76300	in favour of Esquimalt and Nanaimo Railway Company, granting certain rights to the Esquimalt and Nanaimo Railway with respect to the operation of its railroad.
12.	Right of Way	G62724	<u>Registered on August 15, 1978</u> - - in favour of British Columbia Hydro and Power Authority over that part of the development property outlined in red on Plan 2650 RW.
13.	Statutory Right of Way	ED74302	<u>Registered on July 6, 1990</u> -- in favour of Terasen Gas (Vancouver Island) Inc. over that part of the development property shown on Plans VIP59227 and VIP53190. The Developer may seek to have this charge removed from title.
14.	Covenant	CA1648144	<u>Registered on July 8, 2010</u> -- in favour of Cowichan Valley Regional District ("CVRD") providing, generally,

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that certain parts of the development property must be improved and transferred to the CVRD for park, trail and conservation purposes and a statutory right of way granted to the CVRD for access purposes before the development property may be subdivided. The owner is also given the right to subdivide the development property prior to completing the required improvements if the owner posts an appropriate bond or letter of credit with the CVRD.

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| 15. Covenant | CA1648146 | <p><u>Registered on July 8, 2010</u> -- in favour of Cowichan Valley Regional District providing, generally, that the development property may not be subdivided or buildings or structures built upon it until: 1) a community water system has been constructed within the community water service area to the satisfaction of the CVRD that provides sufficient potable water, provides a sufficient source of water for fire protection, includes an adequate fire suppression system, and complies with the CVRD's development servicing bylaws, the <i>Drinking Water Protection Act</i> and regs; 2) the community water system has been transferred to the CVRD with sufficient funds to operate it until the operating costs can be met by property taxes from the properties serviced; and 3) a rainwater management system approved by the CVRD has been constructed in each hamlet area of the development property.</p> |
| 16. Covenant | CA1648147 | <p><u>Registered on July 8, 2010</u> -- in favour of Cowichan Valley Regional District providing, generally, that no more than 14 dwelling units may be constructed on the development property until: 1) a fire substation has been built and title to the property on which it has been built is transferred to the CVRD; and 2) the CVRD has amended its Malahat Fire Protection Service Establishment Bylaw to include the development property within the fire protection service area covered by that bylaw.</p> |
| 17. Covenant | CA1648148 | <p><u>Registered on July 8, 2010</u> -- in favour of Cowichan Valley Regional District providing, generally: 1) standards for access roads and trails, access routes, emergency egress routes, bridges and signage constructed on the development property; 2) that the development property may not be subdivided or buildings or structures built upon the development property until dry hydrants have been built at Stebbings Lake and Devereaux Lake and wildfire fighting</p> |

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equipment stored nearby or appropriate bonding provided; 3) mandatory fire suppression elements to be incorporated into the construction of any residential or commercial buildings built on the development property; and 4) for the developer to prepare and implement (and the strata corporation to continue the implementation) of a fire hazard management program which includes landscaping, tree thinning and tree pruning elements within 35 metres of any building and within 10 metres of public roads and access routes and within 3 metres of overhead power lines.

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| 18. | Covenant | FB361289 | <u>Registered on July 20, 2010</u> -- in favour of TLC The Land Conservancy of British Columbia Inc. No. S-36826 and Cowichan Valley Regional District providing, generally: 1) restrictions on the use of the "Ecological Conservation Area" and the "Ecoforestry Area" (as those terms are defined in the covenant); 2) for the levying of a rent charge in the event of a breach of the covenant; 3) a right of way to gain access to the Ecological Conservation Area and the Eco-forestry Area; and 4) the release of the charges from the hamlet areas of the development property. The Developer may seek to have this charge removed from title. |
| | Statutory Right of Way | FB361290 | |
| | Rent Charge | FB361291 | |
| 19. | Timber Agreement | FB398588 | <u>Registered on February 4, 2011</u> -- in favour of The Trust for Sustainable Forestry, granting it the timber rights to the development property for 80 years. The Timber Agreement provides that it will be released from those parts of the development property not required for development by the holder of the timber rights. The Developer may seek to have this charge removed from title. |
| 20. | Statutory Right of Way | CA5397416 | <u>Registered on August 3, 2016</u> -- in favour of FortisBC Energy Inc., granting it a statutory right of way over that area shown on Plan EPP50680. This right of way area is shown on the first sheet of the Phase 1 Strata Plan EPS2814 and overlaps with the common property roadway. Under this agreement Fortis has the right to install and maintain above and below ground works and pipelines for the distribution of natural gas. Fortis has the right to clear the right of way area and keep it cleared of trees or any other improvements. Among other restrictions, the strata corporation is not allowed to interfere with the underlying works, burn any item, except crops, on the right of way area, nor cultivate to a |

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depth of more than 45 centimetres.

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| 21. Covenant | CA5397417 | <u>Registered on August 3, 2016</u> -- in favour of Cowichan Valley Regional District does not permit the subdivision, use of buildings or the construction of any building on the lands (Lot 1, Plan EPP50681, being the parent title to the strata plan) except in accordance with the terms of the covenant. The covenant sets out the permitted uses on the lands. Included as permissible uses in the single family dwellings are bed and breakfast accommodations, home based businesses and a secondary or small suite (see the covenant for definitions). The covenant also restricts the construction of more than 97 dwellings on the lands, sets out minimum building sizes, the total gross floor area for differing types of uses. |
| 22. Statutory Right of Way | CA5397425 | <u>Registered on August 3, 2016</u> -- in favour of Cowichan Valley Regional District granting it a statutory right of way over that area shown on Plan EPP50682. This right of way area is shown on the first sheet of the Phase 1 Strata Plan EPS2814 and overlays the common property roadway. Under this agreement the public and the CVRD have a right to enter onto the common property roadway to access adjacent public park areas. The CVRD may place signage for directing the public to the park areas. The Strata Corporation cannot do anything that may interfere with the rights of the CVRD under this agreement. |
| 23. Statutory Right of Way | CA5397428 | <u>Registered on August 3, 2016</u> -- in favour of Cowichan Valley Regional District granting it a statutory right of way over that area shown on Plan EPP50683 for the installation and maintenance of a system of waterworks and sewage disposal works. This right of way area is shown on the first sheet of the Phase 1 Strata Plan EPS2814 and charges the remainder lands of Lot 1. The right of way gives the CVRD the right to enter onto the right of way area by vehicles and equipment to install and maintain the works, and to keep it cleared of trees or any other improvements. Among other restrictions, the strata corporation is not allowed to interfere with the operating efficiency of the underlying works. The Developer may seek to have this charge released from title. |
| 24. Statutory Right of Way | CA5397430 | <u>Registered on August 3, 2016</u> -- in favour of Cowichan Valley Regional District giving the CVRD a blanket right |

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to pass and repass over all of Lot 1, Plan EPP50681 to provide fire protection services. The access rights include by way of foot or by vehicle.

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| 25. Covenant | CA5397453 | <p><u>Registered on August 3, 2016</u> -- over Strata Lots 1 – 8, 10, 12, 14, 16, 17 and 18, Plan EPS2814 in favour of Cowichan Valley Regional District prohibiting the construction of any building on these 14 strata lots until such time as all of the 14 strata lots are connected to the community water system and a community water system owned by the CVRD.</p> |
| 26. Covenant | CA5397455 | <p><u>Registered on August 3, 2016</u> -- over Strata Lots 1-18, Plan EPS2814 - in favour of Cowichan Valley Regional District for streamside protection and enhancement. This covenant requires the owners of these Strata Lots to protect and preserve the SPEA Area in their natural or existing state in accordance with the measures set out in the Riparian Areas Regulation Assessment Report attached as a schedule to the covenant. The "SPEA Area" is defined as that Streamside Protection and Enhancement Area on the Strata Lots which lies within 30 metres of the natural boundaries of Creek 19 and 10 metres of the natural boundaries of Creek 19b and Creek 20. The owners of these Strata Lots agree 1) not to apply for a building permit until they provide the CVRD with a legal survey showing the SPEA Area and Protected Area on that strata lot, 2) to install temporary orange snow fencing and signage on each strata lot at the SPEA Area boundary before starting construction, 3) maintain all native vegetation of which none can be removed without the written permission of the CVRD, with the exception of "dangerous trees", 4) not to deposit fill, and 5) not to store or dump any materials deleterious to water quality within the vegetated SPEA Area. Owners of strata lots also are prevented from cutting down any trees in the "Protected Area" without the consent of the CVRD (see Schedule B of the Covenant for a sketch plan of the Protected Area). The document also gives the CVRD a licence and a statutory right of way to enter the Strata Lots to inspect for compliance at least once per year, and further to protect, restore, maintain or rehabilitate the Strata Lots so they comply with the terms of the Covenant. The costs incurred by the CVRD to restore any of the Strata Lots are at the expense of the owner of the Strata Lot.</p> |

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| 27. | Covenant | CA5397457 | <u>Registered on August 3, 2016</u> -- over Strata Lots 1-18, Plan EPS2814 and Common Property EPS2814 in favour of Cowichan Valley Regional District restricting the use of the Strata Lots for anything other than a single family dwelling and, solely as an accessory use to a single family dwelling, bed and breakfast accommodation, a home-based business carried on within a wholly enclosed building or structure, and a secondary suite or small suite (as defined in the covenant). The covenant also restricts the use of the Common Property for anything other than for ecological conservation and a community centre having a footprint of no more than 100 square meters. |
| 28. | Covenant | CA5397459 | <u>Registered on August 3, 2016</u> -- over Strata Lots 1-18, Plan EPS2814 and Common Property EPS2814 in favour of Cowichan Valley Regional District and the Minister of Transportation and Infrastructure prohibiting the construction of any buildings on the Strata Lots or the Common Property except in the manner determined as safe for the intended use in the professional geotechnical engineer's report attached as a schedule to the Covenant. |
| 29. | Covenant | CA5397461 | <u>Registered on August 3, 2016</u> -- over Remainder Lot 1, Plan EPP50681 and Lots 2 – 5, Plan EPP50681 - in favour of Her Majesty the Queen in Right of British Columbia and Cowichan Valley Regional District. The Developer may seek to have this charge removed from title. |
| 30. | Easement | CA5397466 | <u>Registered on August 3, 2016</u> -- over Lots 1, 2 and 4, Plan EPP50681 for a waste water line, and over Lot 5, Plan EPP50681 for a waste water treatment facility – in favour of a series of adjacent lands (the "Easement Holder"). The Easement Holder has the right to construct and maintain a waste water line over that part of Lots 1, 2 and 4, Plan EPP50681 shown on Statutory Rights of Way Plans EPP50682 and EPP50683. The Strata Plan EPS2814 shows the areas of these plans as well as the location of Lot 5, Plan EPP50681. Particularly, the Common Property roadway of the Strata Corporation is charged with this Easement. The Easement gives the right to the Easement Holder to access Lot 5 and Lot 4 to make use of the pump station and other facilities located on Lot 4. The Easement Holder also has the right to enter onto Lot 5 to construct and maintain a waste water treatment facility, independent of or connected to the facility built |

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by the grantor on Lot 5. The grantor is prohibited from constructing any building or other structure on the easement area that would interfere with the water line or the waste water treatment facility works.

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| 31. | Easement
Easement | CA5478882
CA5478883 | <u>Registered on September 2, 2016</u> -- over the Strata Corporation's Common Property roadway in favour of Lots 2 and 3, Plan EPP50681. This Easement is for road access and utility purposes and allows the owners of Lots 2 and 3 to enter onto the Common Property roadway with or without vehicles to access Lots 2 and 3, and within the roadway to construct, maintain and repair a road, power, water and sewer lines. |
| 32. | Easement | CA5478884 | <u>Registered on September 2, 2016</u> -- over the Remainder of Lot 1, Plan EPP50681 in favour of Lot 5, Plan EPP50681. The area charged with the Easement is shown on Statutory Right of Way Plan EPP50683. This Easement is for road access and utility purposes and allows the owner of Lot 5 to enter onto the easement area with or without vehicles to access Lot 5, and within the easement area to construct, maintain and repair a road, power, water and sewer lines. The Developer may seek to have this charge removed from title. |
| 33. | Statutory Right of Way | CA6867899 | <u>Registered on June 15, 2018</u> - over the Common Property in favour of British Columbia Hydro and Power Authority ("BC Hydro"). This is a blanket right of way relating to the rights and responsibility of BC Hydro, all things and components in any combination and using any type of technology or means necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of telecommunications including poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations and related works. The area of the works is 6 meters of either side of the centre alignment of the works. |
| 34. | Statutory Right of Way | CA6867900 | <u>Registered on June 15, 2018</u> - over the Common Property in favour of Telus Communications Inc. ("Telus"). This is a blanket right of way relating to the rights and responsibilities of Telus, all things and components, in any combination and using any type of |

EXHIBIT G-1

technology or means, necessary or convenient for the purpose of telecommunications and data transmission, including poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of ever kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations and related works. The area of the works is 6 meters of either side of the centre alignment of the works.

EXHIBIT H-1

MALAHAT FOREST ESTATES ADDENDUM TO AGREEMENT OF PURCHASE AND SALE BARE LAND STRATA LOTS

PART 1 – ADDITIONAL TERMS

Further to the contract of purchase and sale (the “**Purchase Contract**”) entered into between 295146 Alberta Ltd. and Ernie Christman (collectively, the “**Seller**”) and _____ (collectively, the “**Buyer**”) and dated _____ in respect of the purchase and sale of Strata Lot _____, Blocks 201 and 270 Malahat District Strata Plan EPS2814 together with an interest in the common property in proportion to the unit entitlement of the strata lots as shown on Form V (the “**Strata Lot**”), the Buyer and Seller acknowledge and agree that notwithstanding anything to the contrary contained in the Purchase Contract, the following terms apply (together with the Purchase Contract, the “**Agreement**”):

1. **Bare Land Only.** The Buyer is buying bare land only with utility and services to the lot line of the Strata Lot, and no further improvements. The construction of a residential home and all related improvements on the Strata Lot (collectively, the “**Residential Home**”) will be constructed by the Purchaser after the Completion Date in accordance with the terms set out herein and as set out in the Disclosure Statement.
2. **Building Permit.** The Buyer acknowledges and agrees that:
 - (a) the Buyer will be responsible for obtaining their building permit directly from the Cowichan Valley Regional District,
 - (b) the Disclosure Statement prepared by the Seller and delivered to the Buyer discloses restrictions on the total number of building permits which may be issued in connection with the Development until certain conditions are satisfied to the satisfaction of the Cowichan Valley Regional District, including the construction a Wet Hydrants (as defined in the Disclosure Statement) and the construction of a Fire Substation (as defined in the Disclosure Statement),
 - (c) subject to the restrictions set out in section 2(b), the Cowichan Valley Regional District will issue building permits on a first-come-first-served basis, and
 - (d) the risk associated with the Seller not completing the work set out in section 2(b) and the restriction of building permits which may be issued have been drawn to the attention of the Buyer and the Buyer is entering into this Agreement will knowledge of such risks.
3. **Lien Holdback.** That portion, if any, of the Purchase Price required by law to be held by the Purchaser in respect of potential builders’ lien claims (the “**Lien Holdback**”) will be paid to Seller’s Solicitor’s on the Completion Date. The Lien Holdback will be held by the Seller’s Solicitors, in trust, pursuant to the *Strata Property Act* (British Columbia) and the *Builders Lien Act* (British Columbia), with interest for the benefit of the Seller, solely in respect of builders’ lien claims registered in the Land Title Office in connection with work done at the behest of the Seller. The Vendor’s Solicitor is authorized to pay to the Vendor, on the 56th day after the completion of the purchase and sale of the Strata Lot (the “**Lien Holdback Release Date**”) the Lien Holdback plus interest earned less the amount representing builders’ lien claims filed against the Strata Lot. The Buyer or Buyer’s Solicitor or notary public is solely responsible to notify the Seller’s Solicitor in writing of any builders lien claims filed against the Strata Lot by 1:00 p.m. Pacific time the 56th day after Lien Holdback Release Date. The Buyer hereby authorizes the Seller and the Seller’s Solicitor to do all things necessary to discharge any builders’ liens, including bringing court proceedings in the name of the Buyer, provided that any such proceedings will be solely at the expense of the Seller.
4. **Preparation of Closing Documents.** It will be the Buyer’s responsibility to prepare the documents necessary to complete this transaction and the Buyer will deliver to the Seller a Form A Transfer, in registrable form and a Statement of Adjustments at least three (3) days prior to the Completion Date. The Seller will not be required to sign certificates containing additional representations and warranties not contained in this Agreement. The Seller will not be required to close this transaction utilizing CBA Standard Undertakings and may rely on the closing procedures and undertakings required by the Seller’s lawyers. The Buyer will bear all costs of preparation and registration of the closing documents and delivery of the purchase monies to the Seller. The Seller will bear all costs of providing clear title to the Strata Lot except for any permitted encumbrances (including those set out in the Disclosure Statement).
5. **Residency.** Section 11A of the Purchase Contract is deleted. The Seller declares it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

6. **Time of the Essence.** Section 12 of the Purchase Contract is deleted. Time will be of the essence in this Agreement and unless all payments on account of the Purchase Price together with the adjustments are provided and all other amounts payable by the Buyer are paid when due, the Seller may terminate this Agreement and in addition to any other remedy available to the Seller, the Deposit will be non-refundable and immediately and absolutely forfeited to the Seller on account of damages. The Buyer acknowledges and agrees that in such case the Deposit represents earnest money, and is not in the nature of a penalty. The Buyer hereby irrevocably authorizes and directs any solicitors, notaries public, or real estate agents holding any such Deposit to forthwith upon the request of the Seller deliver such Deposit to the Vendor.
7. **Assignment.** The Buyer may only assign their interest in the Strata Lot or their rights under this Agreement or direct the transfer of the Property to another or an additional party (each an “**Assignment**”) in accordance with all of the following: (a) the Assignment must occur on or before a date that is at least thirty (30) days prior to the Completion Date; (b) the Buyer has paid the Deposit in accordance with this Agreement on or before the date of the Assignment; (c) the Seller’s form of assignment agreement is used; (d) the Seller will be entitled to any profit resulting from an Assignment of this Agreement by the Buyer (and any subsequent assignee); and (e) the Buyer has obtained the Seller’s written consent to the Assignment, which consent may be unreasonably withheld or subject to further conditions as determined by the Seller in its sole discretion. If the conditions set out in this section are not satisfied then the Seller will not be required to convey the Strata Lot on the Completion Date to anyone other than the Buyer named herein. In no event will an Assignment release or discharge the Buyer from any of their obligations or liabilities to the Seller under this Agreement.
8. **Strata Corporation Bylaws.** The Developer will be required to file amended Strata Corporation bylaws which will include restrictions relating to the construction of improvements on strata lots, will incorporate design guidelines applicable to the Development, and will incorporate provisions dealing with the fire management requirements all set out in the Disclosure Statement, in the covenants registered against title to the Strata Lot, and as may be required by the CVRD (collectively, the “**Amended Strata Corporation Bylaws**”). The Buyer acknowledges and agrees as follows:
 - (a) The Buyer will vote in favour of any resolutions requested by the Seller to be placed on an agenda for a special or annual general meeting that deal with the Amended Strata Corporation Bylaws or the Form P.
 - (b) The Buyer will, if requested by the Seller, deliver to the Seller in advance of such meeting the Buyer’s written proxy so the Seller may exercise such votes on the Buyer’s behalf and in the absence of such proxy, the Seller may present a copy of this Agreement to the meeting as evidence of the Buyer’s proxy in favour of the Seller and the Seller’s unfettered discretion to exercise the Buyer’s proxy.The covenants contained in this section will survive the closing of this transaction.
9. **Deposit.** In the event the Seller fails to close this transaction on the Completion Date, the Deposit will be refunded to the Buyer forthwith in full satisfaction of any claims the Buyer may have against the Seller. The Buyer and Seller hereby irrevocably authorize the Seller’s Solicitors:
 - (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions of this Agreement and the *Real Estate Development Marketing Act*; and
 - (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Seller’s Solicitors with respect to the Deposit.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Buyer and Seller with respect to the purchase and sale of the Strata Lot and the Development. There are no oral or written representations, warranties, terms, conditions or contracts or collateral representations, warranties, terms, conditions or contracts, expressed or implied, statutory or otherwise applicable hereto, made by the Seller, or the Seller’s agents or employees, or any other person on behalf of the Seller, including, without limitation, arising out of any marketing material such as advertisements, brochures, models, floor plan layouts, show room displays, photographs, illustrations, renderings, blogs, websites, social media or any other electronic media including any simulated view or representation generated by a computer or any other marketing material in respect of the Strata Lot or the Development other than those contained in this Agreement signed by all parties and in the Disclosure Statement.
11. **Execution of Schedules.** The Buyer and Seller agree that the signature of the Buyer and Seller on the MLS Standard Form Contract of which this addendum is attached will be evidence of their agreement to the terms contained in this addendum and any other addendums attached hereto.

12. **Electronic Delivery of Disclosure Statement.** As permitted by the *Real Estate Development Marketing Act* (British Columbia) and the *Electronic Transactions Act* (British Columbia), the Buyer agrees to receiving from the Seller a copy of the Disclosure Statement and all subsequent consolidations or amendments thereto by electronic means including by email, the Seller's or the Seller's Solicitor's website, or by a third party internet-based host-site such as dropbox. The Buyer represents to the Seller that the Buyer gave their written consent to the Seller to receive the Disclosure Statement electronically, if applicable, prior to the execution of this Agreement.

PART 2 – BUILDING REQUIREMENTS

13. **Construction.** The Buyer agrees to construct the Residential Home on the Strata Lot in accordance with all applicable zoning and building bylaws and regulations, the requirements of the Cowichan Valley Regional District (the "CVRD"), the bylaws of the Strata Corporation (substantially in the form attached to the Disclosure Statement as an Exhibit), the Design Guidelines (attached to the Disclosure Statement as an Exhibit), the Disclosure Statement, and any covenants registered on title to the Strata Lot.
14. **Security Deposit.** The Buyer agrees to comply with the Design Guidelines and to construct a Residential Home in accordance with the designs as represented in plans and specifications prepared by the Buyer and presented to and approved by the Seller. The Buyer agrees that all requests for approval under the Design Guidelines will, if requested by the Seller, be accompanied with a construction security deposit of \$5,000.00 which will be held by the Seller, or The Owners, Strata Plan EPS2814 (the "Strata Corporation") as provided in the Strata Corporation bylaws, as security to:
- (a) ensure compliance with the Design Guidelines;
 - (b) repair any damage to common property or strata lots, subdivision services or municipal services (including without limited the generality of the foregoing, sewer lines and water lines); and
 - (c) carry out any street cleaning, clean-up of common property areas or strata lots required as a result of the construction of the Residential Home.

The security deposit will be held by the Seller (or the Strata Corporation,) until all work, including without limitation, construction of the Residential Home, driveway, landscaping, walls/fencing and clean-up, has been completed to the Seller's (or Strata Corporation's) satisfaction.

In the event that the Seller (or Strata Corporation) is not satisfied as provided above and there is further repair or cleaning required to the common property or strata lots then the Seller (or the Strata Corporation) may deduct the cost of all necessary repairs and cleaning from the security deposit and use such funds to make such repairs and undertake such cleaning. Any balance remaining of the security deposit will be returned to the Buyer within ten (10) days after completion of the proposed Residential Home, and completion of the repairs and cleaning to the common property or strata lots, as the case may be. In the event that the security deposit is not sufficient to pay the cost of the repairs or cleaning to the common property or strata lots, then the Buyer will remain liable for any shortfall and such shortfall will be a debt immediately due to the Strata Corporation and will be recoverable by the Strata Corporation on the same basis as if it were strata fees due pursuant to the bylaws of the Strata Corporation.

15. **Design Approval.** The Seller reserves the right to approve or reject a plan or design for any Residential Home as it deems necessary for the better aesthetic appearance or function of the Development, and the Buyer agrees to comply with the Seller's decision with respect to plans and specifications without the need for any compensation to the Buyer. The Buyer further agrees that the approval is not a warranty as to the fitness of the Residential Home or its compliance with applicable zoning and building bylaws and regulations, requirements of the Cowichan Valley Regional District, or covenants registered on title to the Strata Lot. The Buyer will not change the plans or specifications once approved unless the Seller agrees. Any cost or expense to the Seller associated with any changes requested by the Buyer and approved by the Seller will be paid for by the Buyer.

16. **Neat and Tidy Condition.** The Buyer agrees, at all times, to maintain the Strata Lot (and adjacent lands) in a neat and tidy condition. The Buyer further agrees that until a Residential Home has been constructed on the Strata Lot, the Strata Lot will not be used for the storage of any materials whatsoever, whether natural or man-made including, but not limited to, wood, stone, gravel, earth, building materials, trailers, mobile homes, recreation vehicles or boats (provided that this restriction will not prohibit the Buyer from keeping building materials, trailers or related storage facilities on the Strata Lot during construction of the Buyer's Residential Home on the Strata Lot provided they are being used in the course of construction of such home). Should the Buyer fail to regularly maintain the Strata Lot as herein provided within seven (7) days of delivery of a request from the Seller to do so, the Seller may, at its option, cause such work to be carried out, and to deduct the costs of remedying the default from the Buyer's construction security deposit.
17. **Contractor Obligations.** The Buyer agrees to include as part of any contract with its construction and landscaping contractors the following requirements:
- (a) Comply with all applicable laws, rules and regulations when undertaking construction activities on the Strata Lot, including those of Work Safe BC, the BC Safety Authority, the Cowichan Valley Regional District, and any other regulatory body having jurisdiction over construction activities on the Strata Lot.
 - (b) Maintain property and general liability insurance in an amount not less than \$3,000,000.00 per occurrence.
 - (c) Work within the stated boundaries of the Strata Lot.
 - (d) Maintain a clean, litter-free construction site with no safety hazards and remove all trash and waste from the site on a regular basis.
 - (e) Provide a self contained temporary washroom facility on the Strata Lot.
 - (f) Ensure no damage to the adjacent land or landscaping and make good all damage caused to adjacent property and to completed work of the contractor and of others.

The Buyer further agrees to accept responsibility for the breach of any such terms by its construction and landscaping contractors.

18. **Assumption Agreement.** The Buyer agrees that if the Buyer sells or transfers the legal or beneficial ownership of the Strata Lot to any other person or entity (a "**Transferee**") prior to the Residential Home being substantially complete in accordance with the terms provided for herein, the Buyer will deliver to the Seller an agreement in the Seller's standard form executed by the Transferee pursuant to which the Transferee agrees to be bound by and assume the Buyer's construction obligations contained herein.

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 9 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*.

Thomas Smythe McLachlan QMAYRF	Digitally signed by Thomas Smythe McLachlan QMAYRF DN: c=CA, cn=Thomas Smythe McLachlan QMAYRF, o=Lawyer, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=QMAYRF Date: 2019.05.15 15:41:46 -07'00'
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1. CONTACT: (Name, address, phone number)

Diana Bernier, Paralegal - Reed Pope Law Corporation

202 - 1007 Fort Street

Telephone: 250-383-3838

File No.: 6501-005

Victoria

BC V8V 3K5

Document Fees: \$29.66

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: CA6502807

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

029-930-251

**LOT 1 DISTRICT LOT 201 BLOCK 201, 270 AND 281 MALAHAT DISTRICT
PLAN EPP50681 EXCEPT PART IN PLAN EPS2814 (PHASE 1)**

EXHIBIT K-1

Strata Property Act

Amended Form P

Phased Strata Plan Declaration

(Sections 221, 222)

We, 295146 ALBERTA LTD. (Inc. No. A0031872) and ERNIE CHRISTMAN, together the Developer, declare:

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

PID: 029-930-251 Lot 1, District Lot 201 and Blocks 201, 270 and 281, Malahat District, Plan EPP50681 Except Part in Plan EPS2814 (Phase 1)

2. That the plan of development is as follows:

(a) the development will consist of four phases, as follows:

- i. Phase 1 – includes no common facilities;
- ii. Phase 2 – includes no common facilities;
- iii. Phase 3 – includes no common facilities;
- iv. Phase 4 – includes no common facilities;

(b) a sketch plan is attached as Schedule A to this Form P showing:

- i. all the land to be included in the phased strata plan;
- ii. the present parcel boundaries;
- iii. the approximate boundaries of each phase;

(c) the estimated dates for the beginning of construction and completion of construction of each phase are, as follows:

PHASE	COMMENCEMENT	COMPLETION
One	Completed	Completed
Two	April 1, 2021	December 31, 2022
Three	April 1, 2022	December 31, 2023
Four	April 1, 2023	December 31, 2024

EXHIBIT K-1

2

- (d) The unit entitlement for the entire development is estimated to be 118 (of which 97 will be residential strata lots) made up as follows:

PHASE	UNIT ENTITLEMENT
One	18
Two	25
Three	35
Four	40
Total Unit Entitlement	118

- (e) The development will consist of bare land strata lots for residential and non-residential use, as follows:

PHASE	NO. and TYPE OF STRATA LOTS
One	18 – Residential
Two	21 - Residential 4 – Non-residential
Three	30 – Residential 5 – Non-residential
Four	28 - Residential 12 – Non-residential

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

Phase Number	Date
One	Elected to Proceed
Two	December 31, 2020
Three	December 31, 2021
Four	December 31, 2022

295146 ALBERTA LTD. (Inc. No. A0031872)

Per:



Signature of Applicant (authorized signatory)

ERNIE CHRISTMAN (Signature of Applicant)

Date of Approval: [month, day, year] APRIL 29, 2019.



Signature of Approving Officer
Ministry of Transportation and Infrastructure

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

Phase Number	Date
One	Elected to Proceed
Two	December 31, 2020
Three	December 31, 2021
Four	December 31, 2022

295146 ALBERTA LTD. (Inc. No. A0031872)

Per:

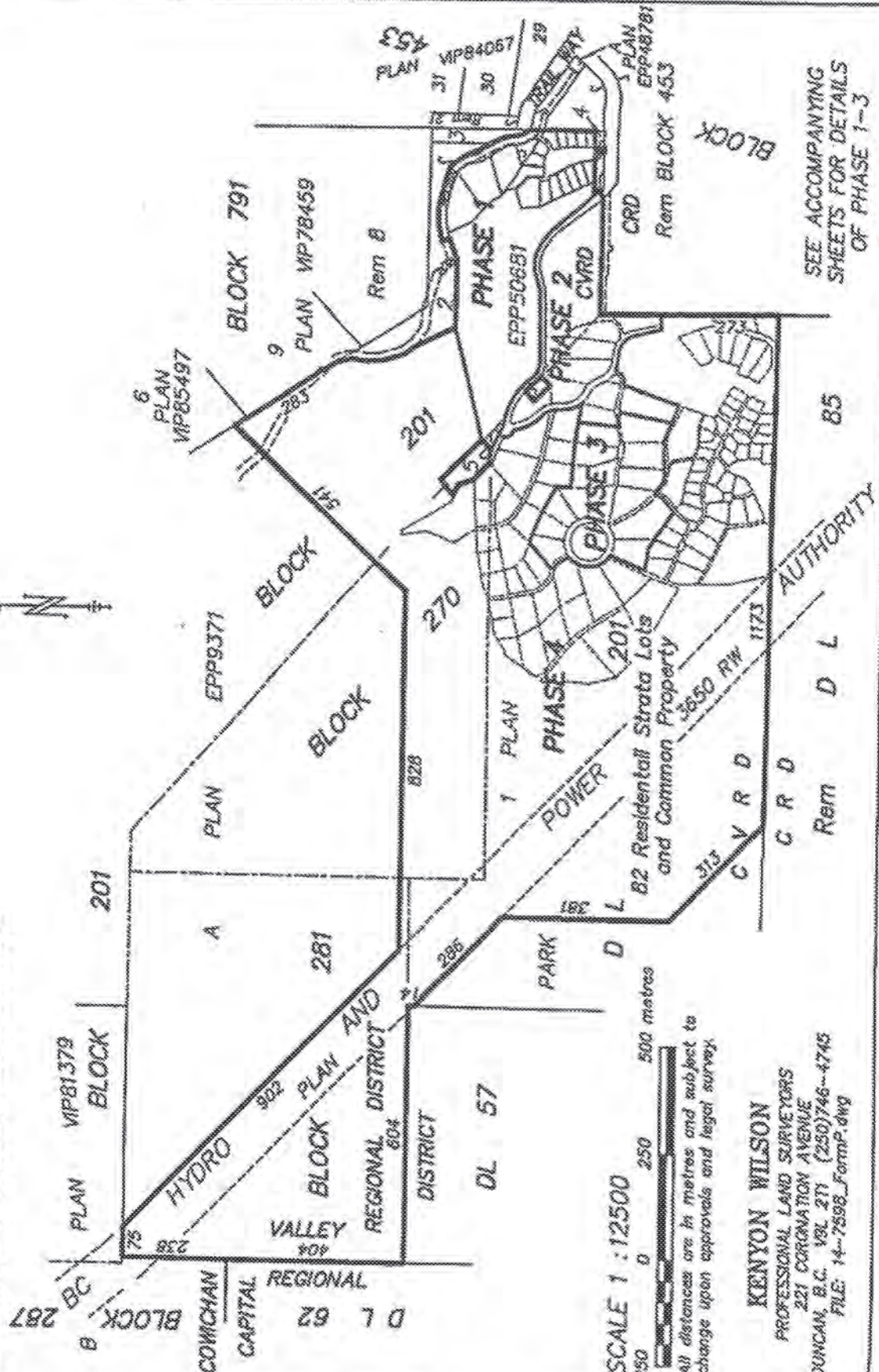
Signature of Applicant (authorized signatory)

ERNIE CHRISTMAN (Signature of Applicant)Date of Approval: [month, day, year] APRIL 29, 2019.

Signature of Approving Officer
Ministry of Transportation and Infrastructure

SKETCH TO ACCOMPANY PHASED
STRATA PLAN DECLARATION OF

LOT 1, DISTRICT LOT 201 AND
BLOCKS 201, 270 AND 281, MALAHAT
DISTRICT, PLAN EPP50681.

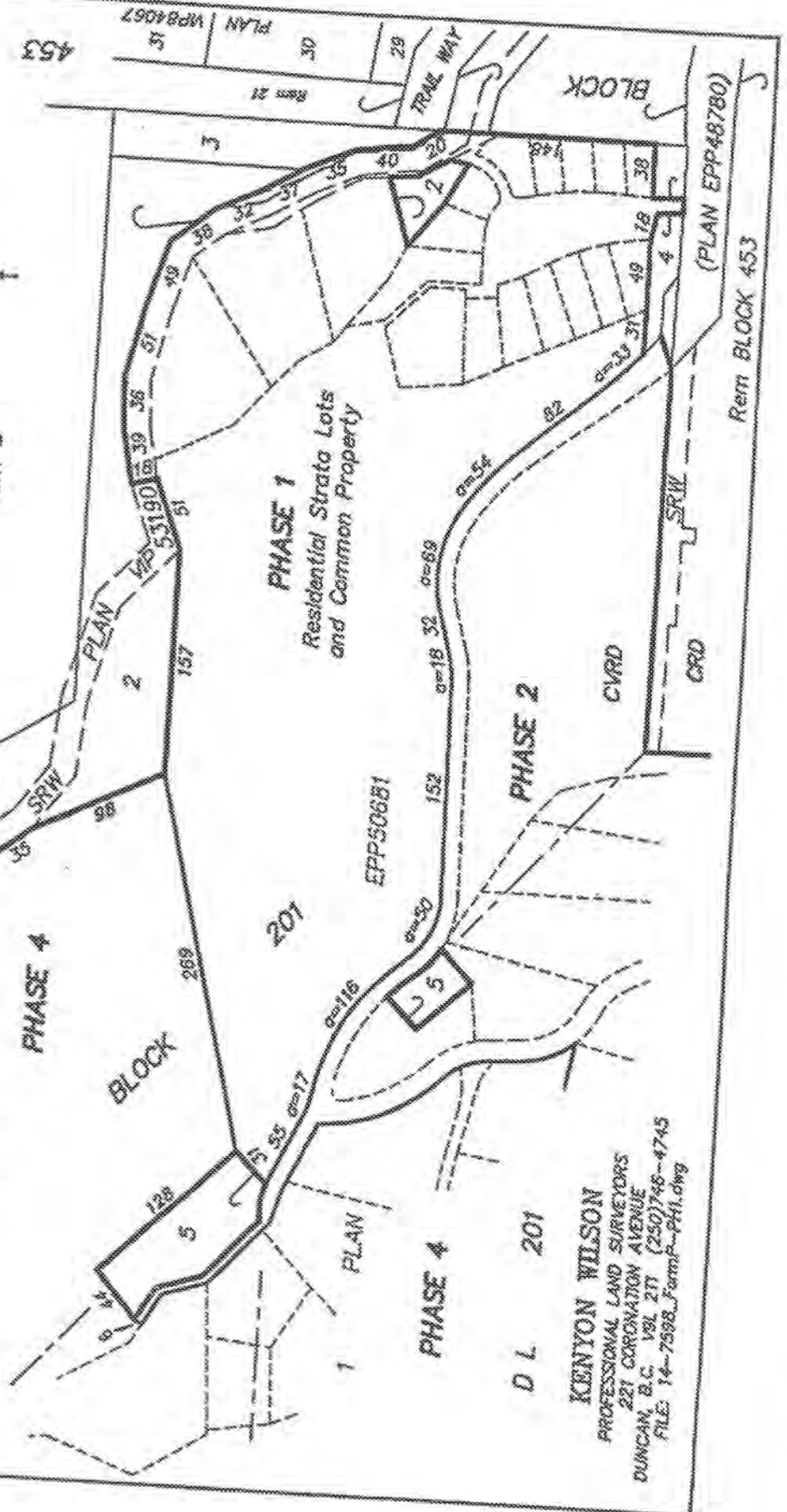


**SKETCH PLAN OF PHASED
STRATA DEVELOPMENT OF
LOT 1, DISTRICT LOT 201 AND
BLOCKS 201, 270 AND 281,
MALAHAT DISTRICT,
PLAN EPP50681.**

Scale 1 : 4000

50 0 100 200 metres

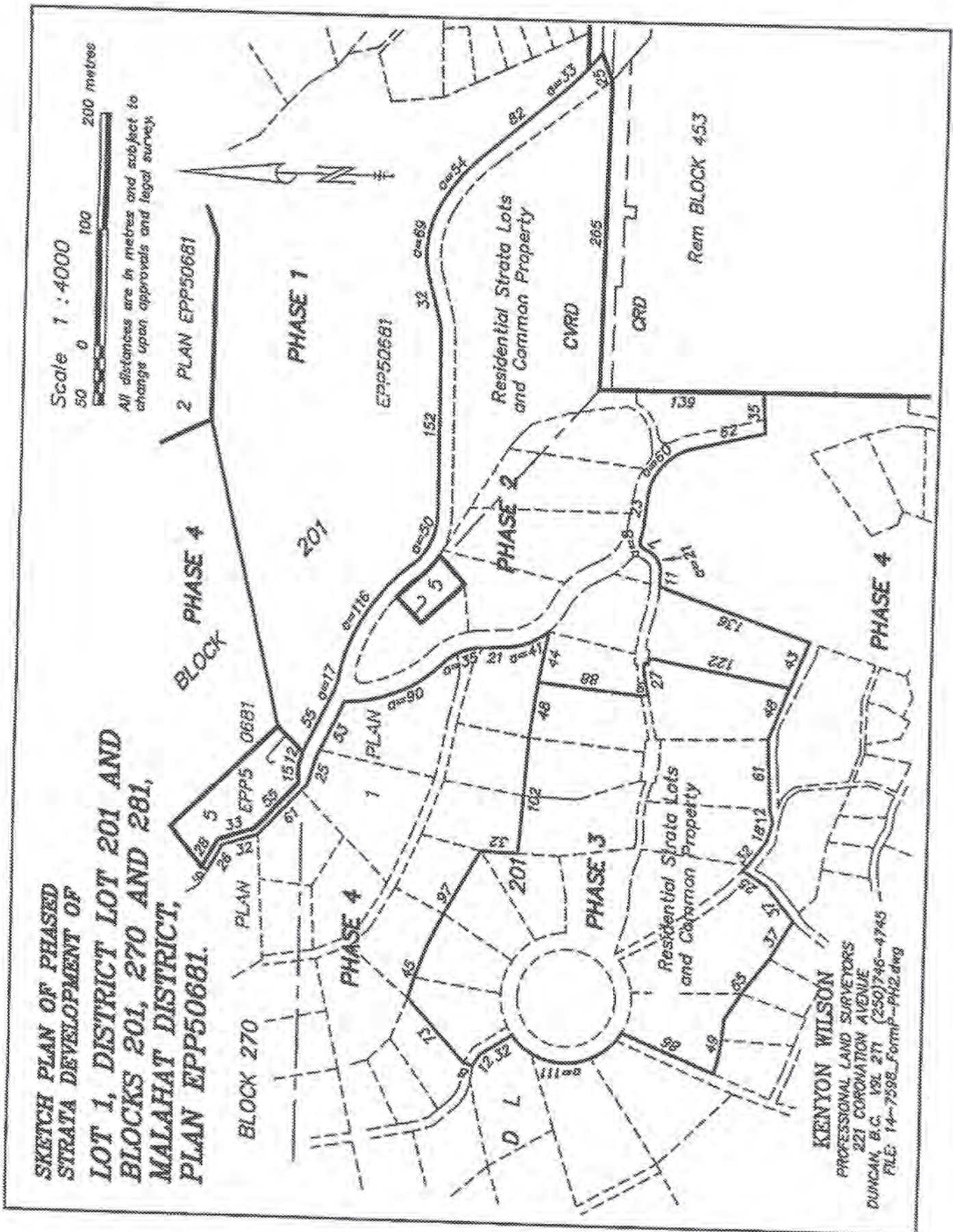
All distances are in metres and subject to
change upon approvals and legal survey.

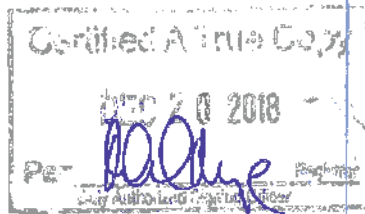
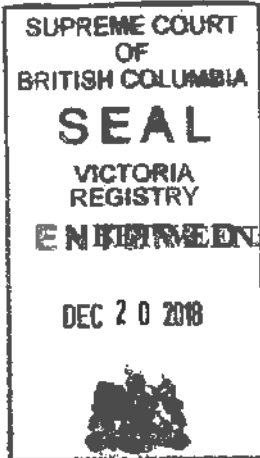


D L 201

KENYON WILSON

PROFESSIONAL LAND SURVEYORS
221 CORONATION AVENUE
DUNCAN, B.C. V9L 2T7 (250)746-4745
FILE: 14-7598_Farm-PH1.dwg





SEAL
VICTORIA
REGISTRY



IN THE SUPREME COURT OF BRITISH COLUMBIA

295146 ALBERTA LTD. and ERNIE CHRISTMAN

PETITIONERS

THE OWNERS, STRATA PLAN EPS2814 and
APPROVING OFFICER FOR THE
MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE

RESPONDENTS

ORDER MADE AFTER APPLICATION

BEFORE) MASTER *Bouck*)
)) 20 / DECEMBER / 2018
))

ON THE APPLICATION of the Petitioners coming on for hearing at 850 Burdett Avenue, Victoria on 20 December 2018, and on hearing Mary Brunton, lawyer for the Petitioners; and no one else appearing although duly served:

THIS COURT ORDERS that:

1. The Respondent Approving Officer grant extensions to the time in which elections must be made by the Petitioner whether or not to proceed with phases 2, 3 and 4 of phased strata plan EPS2814, as follows:

Phase 2	extended to December 31, 2020
Phase 3	extended to December 31, 2021
Phase 4	extended to December 31, 2022

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

Mary A.M. Brunton

Signature of lawyer for the Petitioners
Mary A.M. Brunton

By the Court

[Signature]

[Signature]

Registrar