

## FIRST AMENDMENT TO DISCLOSURE STATEMENT

Date of Disclosure Statement: June 18, 2012

Date of any prior Amendments: N/A

Date of this Amendment: March 8, 2013

Name of Development: Spencer Brook Estates

Name of Developer: Spencer Brook Estates Ltd.

Developer's Address for Service: Fleming Olson & Taneda  
Barristers and Solicitors  
4038 - 200B Street  
Langley, BC V3A 1N9

Developer's Real Estate Brokerage: Re/Max Lifestyles Realty  
Attention: Ron Anatlek  
23986 - 104 Avenue  
Maple Ridge, BC V2X 3J2; and

Re/Max Treeland Realty  
Attention: Will Rempel  
101 - 6337 - 198 Street  
Langley, BC V2Y 2E3

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

**This First Amendment to Disclosure Statement relates to a development property that is not yet completed. Please refer to Schedule H for information on the Contract of Purchase and Sale. That information has been drawn to the attention of \_\_\_\_\_ who has confirmed that fact by initialling in the space provided here:**

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The Disclosure Statement dated June 18, 2012, with no amendments, is amended as follows:

1. Section 2.1 is amended by deleting the following paragraph:

“The final strata plans for phases 1 through four will be deposited at the Land Title Office upon substantial completion of each phase.”

2. Section 2.1 is amended by adding the following paragraph:

Phase 1 Strata Plans have been deposited at the Land Title Office under Strata Plan EPS763 on March 8, 2013. Attached hereto as Schedule I is a copy of the registered Phase 1 Strata Plans.

Final Strata Plans for Phases 2 through 4 will be deposited at the Land Title Office upon substantial completion of each phase.

3. Section 2.3 is deleted in its entirety and replaced with the following:

The strata lots in the Development will be constructed in four (4) phases. As the strata plans for each phase are deposited at the Land Title Office, the strata lots in those phases will form part of the Strata Corporation. A phased strata plan declaration, Form P to the *Strata Property Act* for the Development has been deposited at the Land Title Office with the Phase 1 Strata Plans. A copy of the filed Form P, Phased Strata Plan Declaration is attached hereto as Schedule B.

- (a) The following table sets out the estimated total unit entitlement of each phase and the estimated total unit entitlement of the completed development.

PHASE NUMBER	ESTIMATED UNIT ENTITLEMENT
1	1,578
2	1,481
3	1,743
4	1,914
TOTAL	6,716

4. Schedule B (Form P Phase Strata Plan Declaration) is deleted in its entirety and replaced with the Schedule B (filed Form P, Phased Strata Plan Declaration) attached to this First Amendment.

5. Section 4.1 is deleted in its entirety and replaced with the following:

#### 4.1 Legal Description

The legal descriptions of the lands comprising all phases of the Development are:

Strata Lots 1-9 District Lot 405 Group 1 NWD Strata Plan EPS763



**Lot A (Except Part Subdivided on Plan EPS763) District Lot 405 Group 1  
NWD PlanBCP45801**

**(all collectively known as the "Lands")**

**Spencer Brook Estates Ltd. is the registered and beneficial owner of the Lands.**

**6. Section 4.2 is deleted in its entirety and replaced with the following:**

**4.2 Existing Encumbrances and Legal Notations registered against the Lands**

- (a) Covenant S94307 in favour of the District of Maple Ridge with respect to construction of dwellings on the floodplain.**
- (b) Covenant BB1180837 in favour of the Corporation of the District of Maple Ridge with respect to Geo-Technical reports confirming the requirements the Developer must use during the construction process.**
- (c) Covenant BB1188039 in favour of the Corporation of the District of Maple Ridge confirming the Developer's responsibility to the District of Maple Ridge during the construction and development process.**
- (d) Covenant BB1180843 in favour of the Corporation of the District of Maple Ridge protecting the visitor parking on site.**
- (e) Statutory Right of Way BB1347143 in favour of Fortisbc Energy Inc. allowing access to the site for gas main installation.**
- (f) Mortgage No. CA2338979 and Assignment of Rents CA2338979 in favour of Canadian Western Bank for construction financing.**
- (g) Statutory Right of Way CA2617743 in favour of Telus Communications Inc. allowing access to the site for telecommunications access.**
- (h) Statutory Right of Way CA2708615 in favour of Shaw Cablesystems Limited allowing access to the site for cable access.**
- (i) Easement CA3024890 allowing owners in Phase 1 access to the common property which is included entirely in the Remainder Lot after the Phase 1 Strata Plans were deposited at the Land Title Office.**
- (j) Legal Notation BB1701609 – building permit application.**
- (k) Legal Notation BB1701610 – building permit application.**
- (l) Legal Notation BB1723733 – building permit application.**



(m) Legal Notation CA3024876 - Form P, Phased Strata Declaration.

7. Section 4.3 is amended by adding the following paragraph:

(c) The Developer and the Strata Corporation are granting a Reciprocal-Access Easement for Phase 1 owners to access the common property which is included entirely in the Remainder Lot after Phase 1 Strata Plans are filed. We have included a copy of the filed Reciprocal Access Easement as Schedule J attached to this First Amendment.

8. Section 6.1 is deleted in its entirety and replaced with the following:

**Development Approval**

The Development has received approval from the District of Maple Ridge and the District has issued Building Permits for Phases 1 through 4 of the Development. We have included a copy of the Building Permits as Schedule K attached to this First Amendment.

9. Schedule H (Contract of Purchase and Sale) is deleted in its entirety and replaced with the Schedule H (Revised Contract of Purchase and Sale) attached to this First Amendment.



**DEEMED RELIANCE:**

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

**DECLARATION:**

**The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of March 8, 2013.**

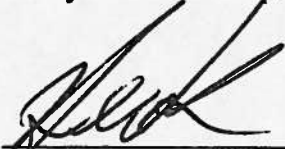
SPENCER BROOK ESTATES LTD.

by its authorized signatory:

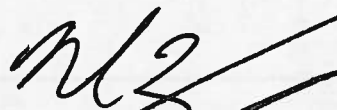


Harry Redmond

Every Director of Spencer Brook Estates Ltd.



Harry Redmond



Nick Zanic



## SOLICITOR'S CERTIFICATE

IN THE MATTER of the Real Estate Development Marketing Act and the First Amendment to the Disclosure Statement of Spencer Brook Estates Ltd., Harry Redmond and Nick Zanic dated March 8, 2013.

For the properties described as:

Strata Lots 1 through 9 District Lot 405 Group 1 NWD Strata Plan EPS763

and:

Lot A (Except Part Subdivided by Plan EPS763) District Lot 405 Group 1 NWD Plan BCP45801

I, J.S. Allen Olson, Solicitor, a member of the Law Society of British Columbia, having read over the above described First Amendment to the Disclosure Statement dated the 8th day of March, 2013, and having made any required investigations in public offices, and having reviewed same with the Developer therein named, HEREBY CERTIFY that the facts contained in paragraph 4.1 and paragraph 4.3 of the First Amendment to the Disclosure Statement is correct.

DATED at the Municipality of Langley, in the Province of British Columbia, this 8 day of March, 2013.



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J.S. Allen Olson



**SCHEDULE I**

**FILED PHASE 1 STRATA PLANS**



NEW WESTMINSTER LAND TITLE OFFICE

Mar-08-2013 12:01:12.003

SURVEY PLAN CERTIFICATION  
PROVINCE OF BRITISH COLUMBIA

0708

EPS763

PAGE 1 OF 6 PAGES

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you  
(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and  
(b) certify the matters set out in section 168.73 (4) of the Land Title Act.  
Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

John  
Onderwater  
2E3B4T  
Digitally signed by John Onderwater  
2E3B4T  
DN: c=CA, cn=John Onderwater  
2E3B4T, o=BC Land Surveyor,  
ou=Verify ID at www.juricart.com/  
LKUP.cfm?id=2E3B4T  
Date: 2013.02.22 10:43:07 -0800

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

John Onderwater  
104-5830 176 'A' Street

(604) 574-7311  
john@onderwater.ca

Surrey

BC V3S-4H5

Surveyor General Certification

2. PLAN IDENTIFICATION:

Plan Number: EPS763

Control Number: 136-155-8587

This original plan number assignment was done under Commission #: 708

LTO Document Reference: CA3024877

3. CERTIFICATION:

Form 9  Explanatory Plan  Form 9A

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

The field survey was completed on: 2013 February 21 (YYYY/Month/DD) The checklist was filed under ECR#: 135800  
The plan was completed and checked on: 2013 February 22 (YYYY/Month/DD)

I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of 2013 February 22 (YYYY/Month/DD)  None  Strata Form S

None  Strata Form U1  Strata Form U1/U2

I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan

Certification Date: 2013 February 13 (YYYY/Month/DD)

Arterial Highway

4. ALIENATION:



**SURVEY PLAN CERTIFICATION  
PROVINCE OF BRITISH COLUMBIA**

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

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

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

**John  
Onderwater  
2E3B4T**  
Digitally signed by John Onderwater  
2E3B4T  
DN: c=CA, cn=John Onderwater  
2E3B4T, o=BC Land Surveyor,  
ou=Verify ID at www.juricert.com/  
LKUP.cfm?id=2E3B4T  
Date: 2013.02.22 10:43:07 -08'00'

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

**John Onderwater  
104-5830 176 'A' Street**

**(604) 574-7311  
john@onderwater.ca**

**Surrey**

**BC V3S-4H5**

Surveyor General Certification

2. PLAN IDENTIFICATION:

Plan Number: **EPS763**

Control Number: **136-155-8587**

This original plan number assignment was done under Commission #: **708**

3. CERTIFICATION:

Form 9     Explanatory Plan     Form 9A

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

The field survey was completed on:    2013    February    21    (YYYY/Month/DD)    The checklist was filed under ECR#:     
The plan was completed and checked on: 2013    February    22    (YYYY/Month/DD)    135800

I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of 2013 February 22 (YYYY/Month/DD)     None     Strata Form S

None     Strata Form U1     Strata Form U1/U2

I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan

Certification Date: 2013 February 13 (YYYY/Month/DD)

Arterial Highway

4. ALTERATION:

**STRATA PLAN OF A PART OF  
LOT A DISTRICT LOT 405 GROUP 1  
NWD PLAN BCP45801**

SHEET 1 OF 6 SHEETS

**STRATA PLAN EPS763**

**B.C.G.S. 929.018 DISTRICT OF MAPLE RIDGE**



**PHASE 1**

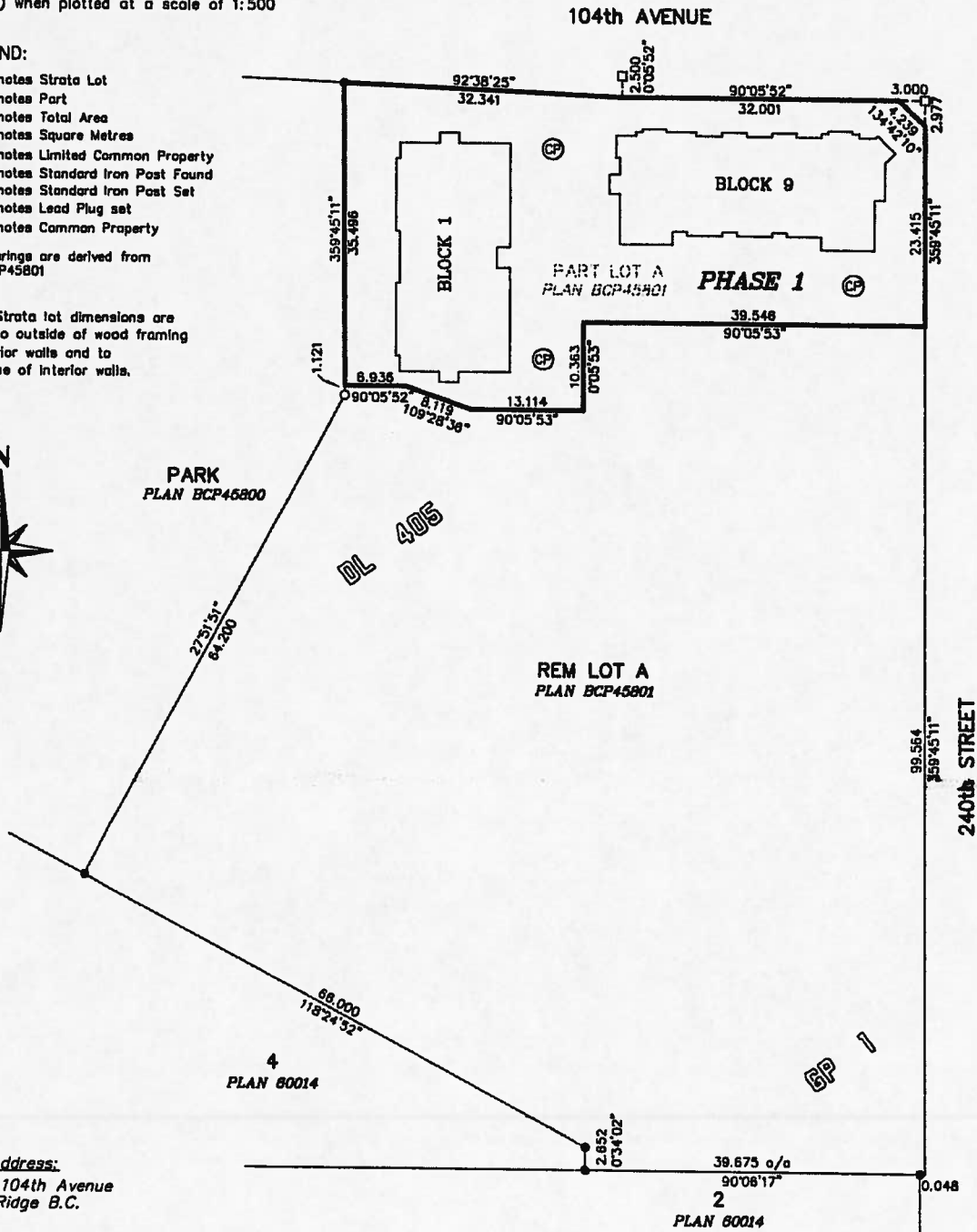
All Distances are in Metres.  
The intended plot size of this plan is  
280mm in width by 432mm in height  
(B size) when plotted at a scale of 1:500

**LEGEND:**

- SL Denotes Strata Lot
- PT Denotes Part
- TA Denotes Total Area
- m2 Denotes Square Metres
- LCP Denotes Limited Common Property
- Denotes Standard Iron Post Found
- Denotes Standard Iron Post Set
- Denotes Lead Plug set
- ⊕ Denotes Common Property

Grid Bearings are derived from  
Plan BCP45801

NOTE: Strata lot dimensions are  
shown to outside of wood framing  
of exterior walls and to  
centerline of interior walls.



**Civic Address:**  
23986 104th Avenue  
Maple Ridge B.C.

**Integrated Survey Area No. 38  
District of Maple Ridge**

This plan shows ground level measured  
distances, prior to computation of U.T.M.  
coordinates multiply by combined factor  
of 0.9996118

**Onderwater Land Surveying  
B.C. Land Surveyors  
#104-5830 176A Street  
Cloverdale B.C.**

FILE: JWR11109\_P1\_1

*This Plan Lies Within The  
Greater Vancouver Regional District*

This Plan is Phase 1 of a 4 Phase Strata Plan  
under Section 224 of the Strata Property Act  
lying within the jurisdiction of the Approving  
Officer for the Municipality of Maple Ridge.

The buildings included in this strata plan  
have not been previously occupied.

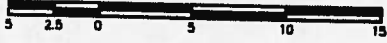
The buildings shown hereon are within  
the external boundaries of the land  
that is the subject of the strata plan.

The field survey represented by this plan was  
completed on the 22nd day of February, 2013  
John P. Onderwater, B.C.S.

# BUILDING DETAILS

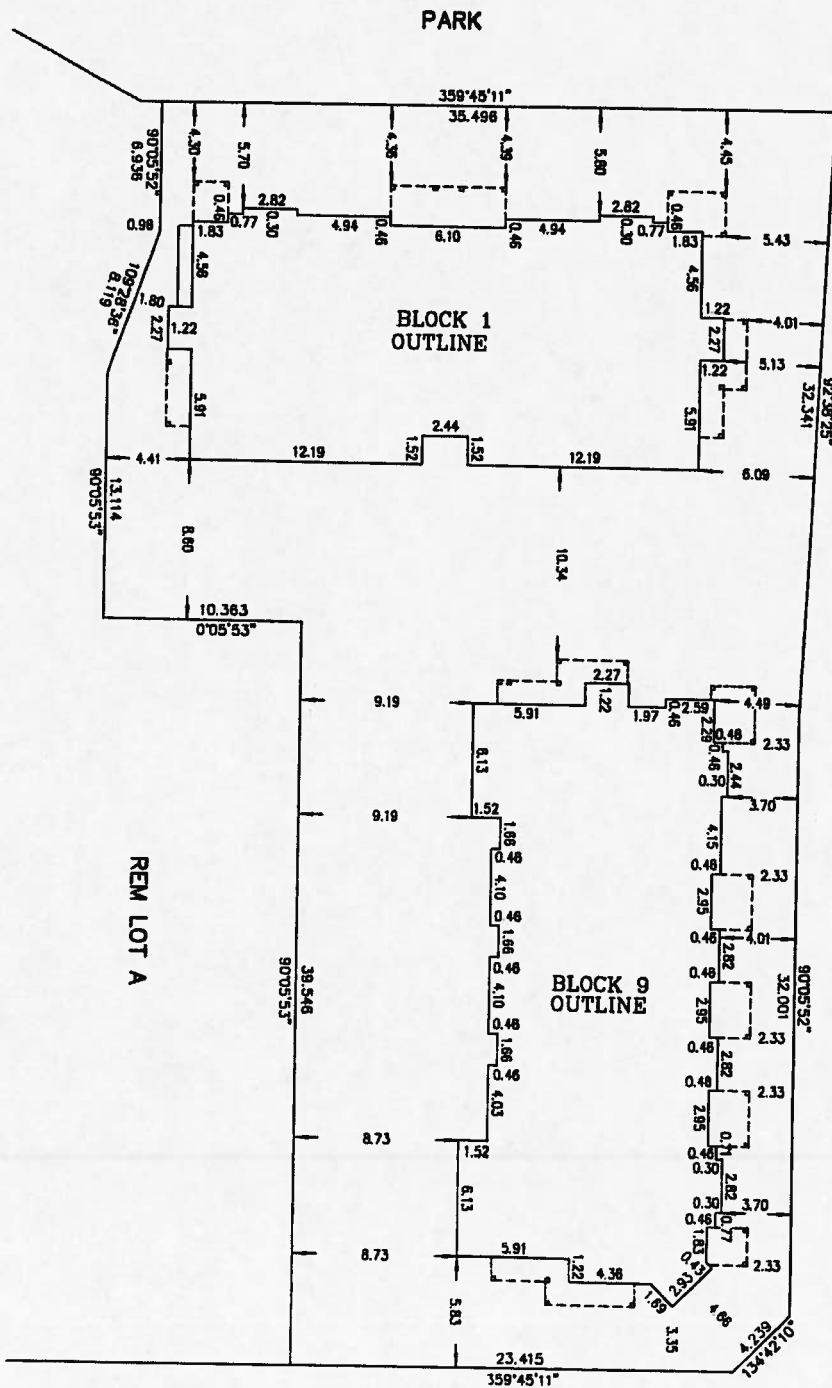
SHEET 2 OF 5 SHEETS

## STRATA PLAN EPS763



All Distances are in Metres.  
The intended plot size of this plan is  
280mm in width by 432mm in height  
(B size) when plotted at a scale of 1:250

### PHASE 1



Onderwater Land Surveying  
B.C. Land Surveyors  
#104 - 5830 178 'A' Street  
Cloverdale, B.C.  
FILE: JMR11109\_P1\_2

YARD AREAS

STRATA PLAN EPS763



All Distances are in Metres. The intended plot size of this plan is 280mm in width by 432mm in height (B size) when plotted at a scale of 1:250

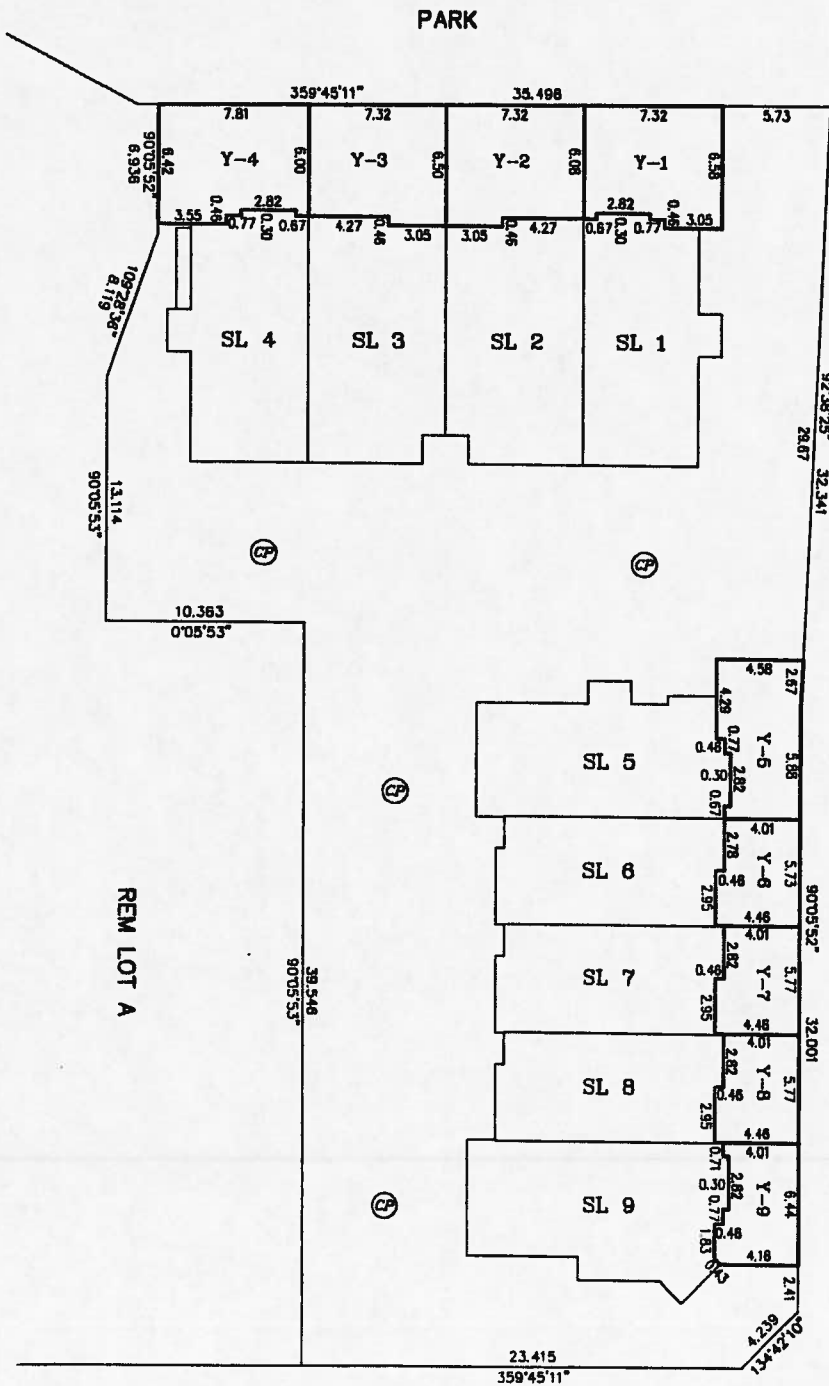
PHASE 1

LEGEND:

- Y-1 Denotes Yard, LCP of Strata Lot 1 (Typical)
- (CP) Denotes Common Property



PARK

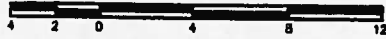


Onderwater Land Surveying  
 B.C. Land Surveyors  
 #104 - 5830 176 'A' Street  
 Cloverdale, B.C.  
 FILE: JMR11109\_P1\_3

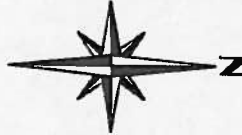
**FLOOR PLANS  
BLOCK 1**

**PHASE 1**

**STRATA PLAN EPS763**

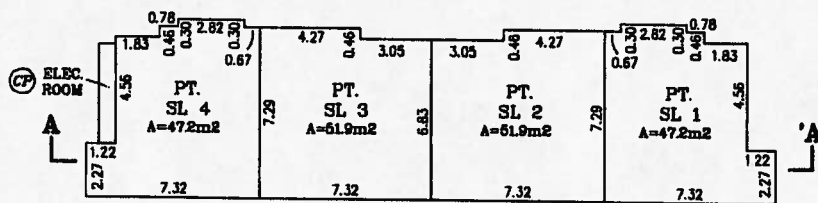
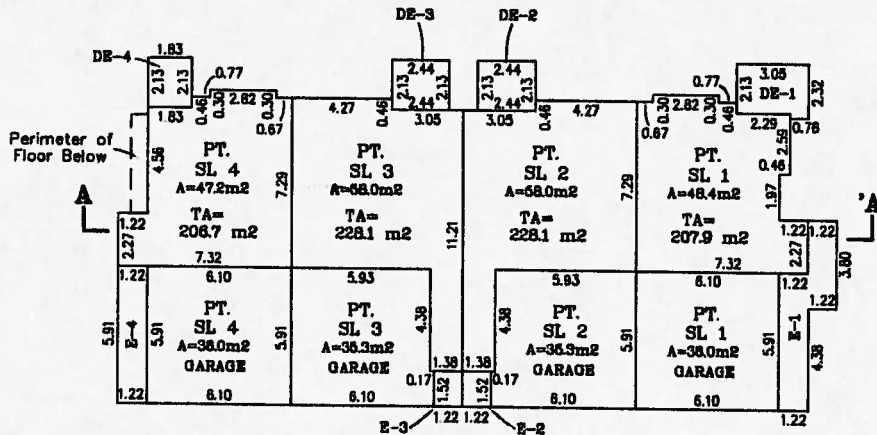
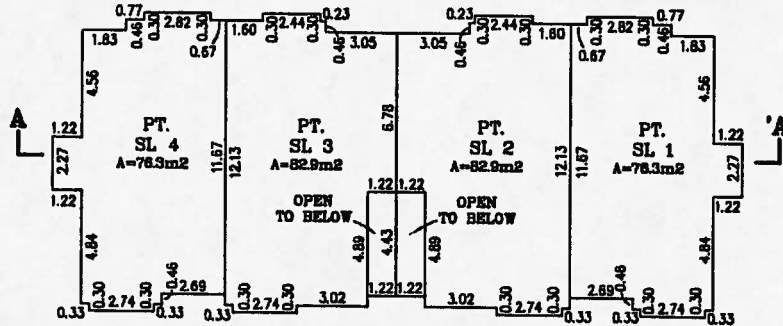


All Distances are in Metras.  
The intended plot size of this plan is 280mm in width by 432mm in height (B size) when plotted at a scale of 1:200



**LEGEND:**

- DE-1 Denotes Deck, LCP of Strata Lot 1 (Typical)
- E-1 Denotes Entry, LCP of Strata Lot 1 (Typical)
- Ⓢ Denotes Common Property



**LEVEL 1**

ATTIC Ⓢ		ATTIC Ⓢ		
PT. SL 4	PT. SL 3	PT. SL 2	PT. SL 1	LEVEL 3
PT. SL 4	PT. SL 3	PT. SL 2	PT. SL 1	E-1 LEVEL 2
PT. SL 4	PT. SL 3	PT. SL 2	PT. SL 1	LEVEL 1

**SECTION A - A'**

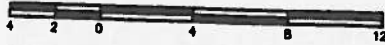
Underwater Land Surveying  
B.C. Land Surveyors  
#104 - 5830 176 'A' Street  
Cloverdale, B.C.  
FILE: JMR111C9\_P1\_4

**FLOOR PLANS  
BLOCK 9**

**PHASE 1**

**STRATA PLAN EPS763**

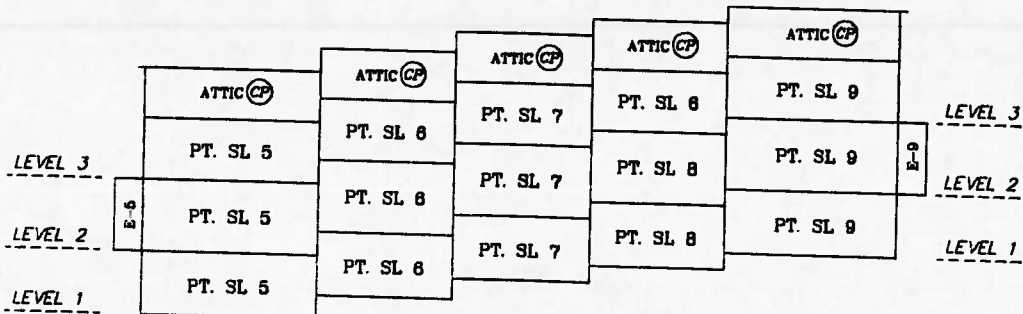
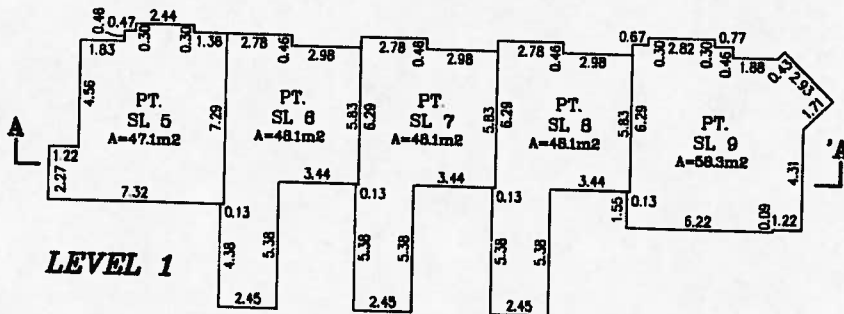
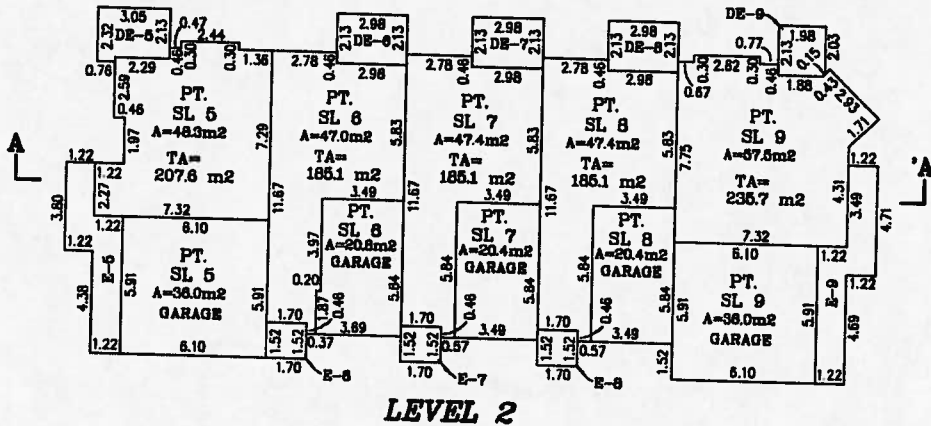
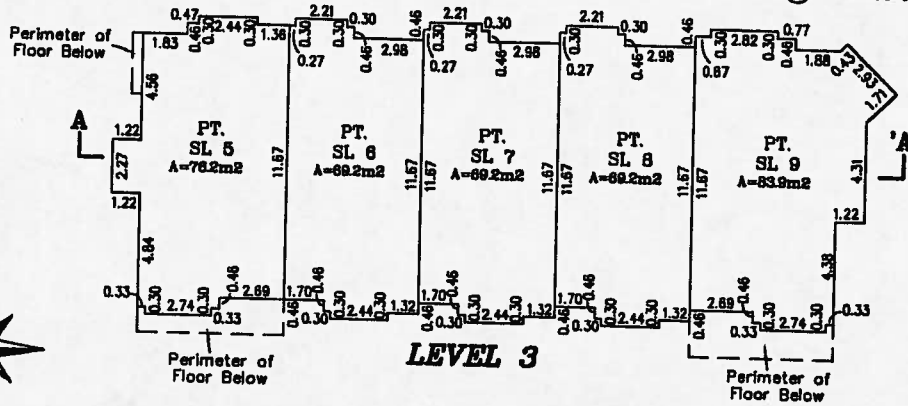
SHEET 6 OF 6 SHEETS



All Distances are in Metres.  
The intended plot size of this plan is  
280mm in width by 432mm in height  
(B size) when plotted at a scale of 1:200

**LEGEND:**

- DE-1 Denotes Deck, LCP of Strata Lot 1 (Typical)
- E-1 Denotes Entry, LCP of Strata Lot 1 (Typical)
- CP Denotes Common Property



Onderwater Land Surveying  
B.C. Land Surveyors  
#104 - 5830 176 'A' Street  
Cloverdale, B.C.  
FILE: MR11109\_P1\_5

**SCHEDULE B**

**FILED FORM P, PHASED STRATA PLAN DECLARATION**



Mar-08-2013 12:01:12.001

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

CA3024876

PAGE 1 OF 5 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.

John Stanley  
Allen Olson  
DET5M5

c=CA, cn=John Stanley  
Allen Olson DET5M5,  
o=Lawyer, ou=Verify ID at  
www.juricert.com/  
LKUP.cfm?Id=DET5M5

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

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

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

Fleming Olson &amp; Taneda

Barristers &amp; Solicitors

4038 - 200B Street

Langley

BC V3A 1N9

Telephone: 604-533-3411

LTO Client No.: 11247

File: 8487

Document Fees: \$23.90

Deduct LISA Fees? Yes 2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:  
Form-P Phased Strata Plan Declaration

LTO Document Reference:

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

028-305-213

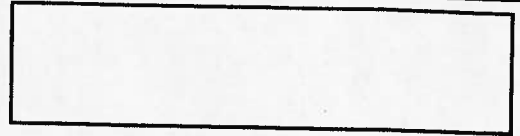
LOT A DISTRICT LOT 405 GROUP 1 NEW WESTMINSTER DISTRICT PLAN  
BCP45801



**STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA**

PAGE 1 OF 5 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*.



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

**Fleming Olson & Taneda**

**Barristers & Solicitors**

**4038 - 200B Street**

**Langley**

**BC V3A 1N9**

**Telephone: 604-533-3411**

**LTO Client No.: 11247**

**File: 8487**

Deduct L.T.S.A. Fees? Yes

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

**Form-P Phased Strata Plan Declaration**

LTO Document Reference:

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

**028-305-213**

**LOT A DISTRICT LOT 405 GROUP 1 NEW WESTMINSTER DISTRICT PLAN  
BCP45801**



*Strata Property Act*  
**FORM P**

**PHASED STRATA PLAN DECLARATION**  
*(Sections 221, 222)*

We, SPENCER BROOK ESTATES LTD., (Inc. No. BC0816631), of 10265 McEachern Street, Maple Ridge, BC V2W OB2 declare

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

Legal: PID: 028-305-213

Lot A District Lot 405 Group 1 NWD Plan BCP45801

Civic Address: 23986 – 104 Avenue

2. That the plan of development is as follows:

<i>(a) Number of Phases</i>	<i>Number of Buildings</i>	<i>Strata Lots</i>	<i>Common Facilities</i>
Phase One (1)	2 buildings	9 strata lots	
Phase Two (2)	2 buildings	9 strata lots	outdoor amenity area and linear park
Phase Three (3)	3 buildings	10 strata lots	
Phase Four (4)	3 buildings	12 strata lots	

(b) All land to be included in the phased strata plan, the present parcel boundaries, and the approximate boundaries of each phase and the approximate location of common facilities are depicted on attached Schedule "A"

(c) A Schedule setting out the estimated date for the beginning of construction and completion of construction of each phase on or before the following dates, is as follows:

	<i>Estimated date of Commencement Of Construction</i>	<i>Estimated date of Completion of Construction</i>
1	September 15, 2011	
2	April 5, 2013	January 31, 2013
3	August 15, 2013	September 30, 2013
4	January 15, 2014	March 15, 2014 July 15, 2014



(d) The Unit entitlement of each phase and the total unit entitlement of the completed development are anticipated to be:

	<u>Estimated Unit Entitlement</u>	<u>Estimated Number of Units</u>
1	1,595	9
2	1,481	9
3	1,743	10
4	1,914	12
<b>Total 4</b>	<hr style="width: 100px; margin: 0 auto;"/> 6,733	<hr style="width: 100px; margin: 0 auto;"/> 40

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

One (1)	9
Two (2)	9
Three (3)	10
Four (4)	12

Phase Two (2) will also have a outdoor amenity facility constructed within and in conjunction with it.

Forty (40) units of wood-framed residential townhouses in either 3 storey duplex, triplex or fourplex buildings, containing 3 bedrooms upstairs.


3. That we shall elect whether or not to proceed with each phase on or before the following:

	<i>Date</i>
1	September 15, 2011
2	April 5, 2013
3	August 15, 2013
4	January 15, 2014

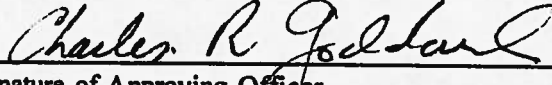


Date of signature of applicant: ~~May~~ <sup>February 21</sup> ~~, 2012~~ <sup>2013</sup>

SPENCER BROOK ESTATES LTD.  
By its authorized signatory:

  
\_\_\_\_\_  
Signature of Applicant – Nick Zanic

Date of Approval: March 6, 2013

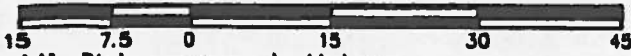
  
\_\_\_\_\_  
Signature of Approving Officer  
District of Maple Ridge

**SKETCH PLAN OF LOT A DISTRICT LOT  
405 GROUP 1 NWD PLAN BCP45801**

SCHEDULE 'A'

B.C.G.S. 92G.018 DISTRICT OF MAPLE RIDGE  
TO ACCOMPANY FORM 'P' OF THE STRATA PROPERTY ACT

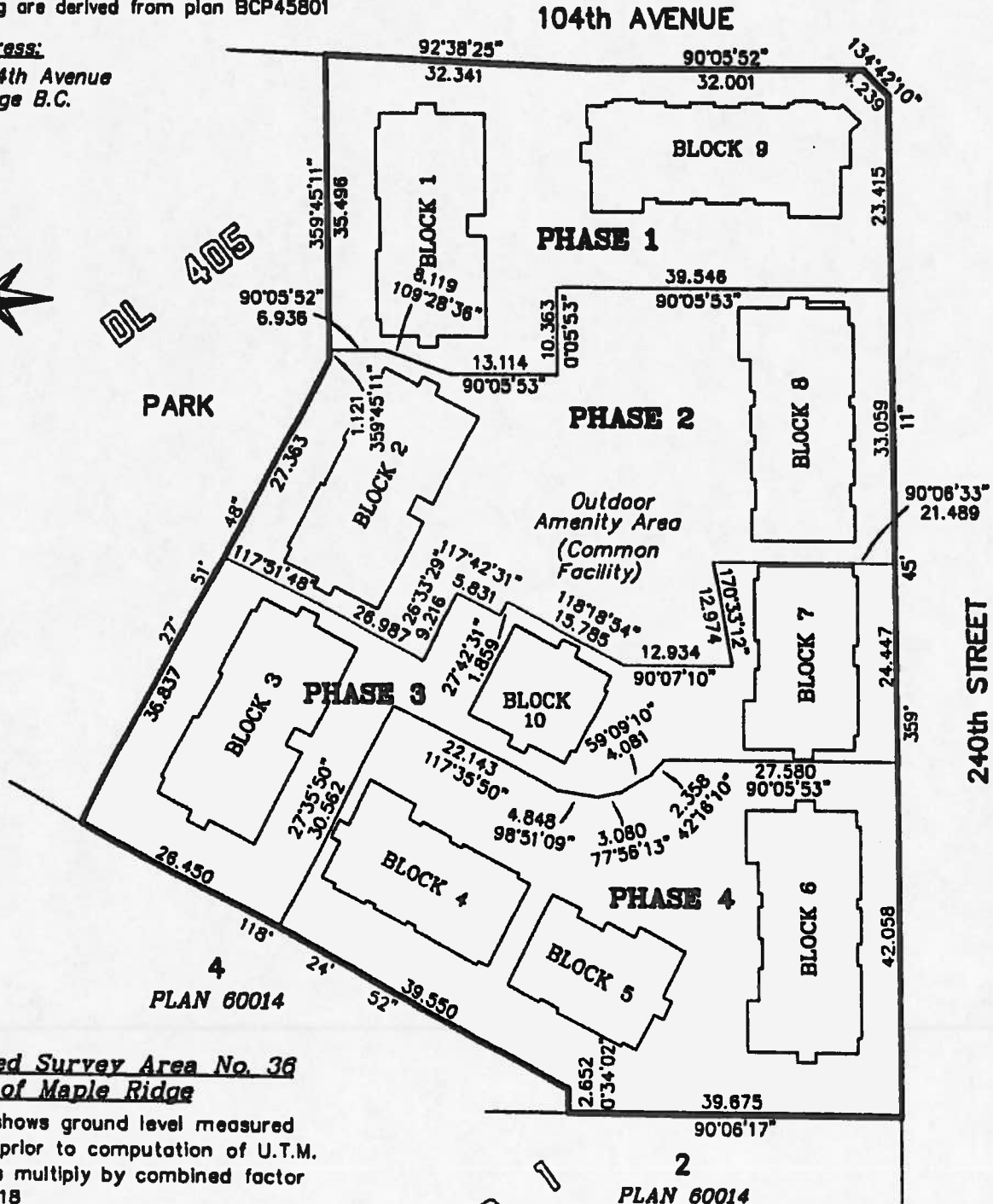
SCALE 1:750



All Distances are in Metres.

Grid Bearing are derived from plan BCP45801

Civic Address:  
23986 104th Avenue  
Maple Ridge B.C.



**Integrated Survey Area No. 36**  
**District of Maple Ridge**

This plan shows ground level measured distances, prior to computation of U.T.M. coordinates multiply by combined factor of 0.9996118

Onderwater Land Surveying  
B.C. Land Surveyors  
#104-5830 176A Street  
Cloverdale B.C.

FILE: JMR11109\_SK

Certified correct, completed on  
the 3rd day of May, 2012.

B.C.L.S.

*This Plan Lies Within The  
Greater Vancouver Regional District*

**SCHEDULE J**

**FILED RECIPROCAL ACCESS EASEMENT**



Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

John Stanley  
Allen Olson  
DET5M5

c=CA, cn=John Stanley  
Allen Olson DET5M5,  
o=Lawyer, ou=Verify ID at  
www.juricert.com/  
LKUP.cfm?id=DET5M5

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

Fleming Olson & Taneda  
Barristers and Solicitors  
4038 - 200B Street  
Langley  
Document Fees: \$290.00

BC V3A 1N9

Telephone: 604-533-3411  
LTO Client No.: 11247  
File: 8487

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

Deduct LTSA Fees? Yes

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

SEE SCHEDULE

CHARGE NO. ADDITIONAL INFORMATION

4. TERMS: Part 2 of this instrument consists of (select one only)

(a)  Filed Standard Charge Terms D.F. No.

(b)  Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

SPENCER BROOK ESTATES LTD.

4038 - 200B STREET  
LANGLEY

V3A 1N9

BRITISH COLUMBIA  
CANADA

Incorporation No  
BC0816631

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

J.S. ALLEN OLSON  
Barrister & Solicitor  
Fleming Olson & Taneda  
4038 - 200B Street  
Langley, BC V3A 1N9  
Phone: 604-533-3411

Execution Date		
Y	M	D
12	10	03

Transferor(s) Signature(s)

THE OWNERS STRATA PLAN  
EPS763

Harry Redmond - Owner Developer

OFFICER CERTIFICATION:

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

**LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



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

**Fleming Olson & Taneda**  
Barristers and Solicitors  
4038 - 200B Street  
Langley

BC V3A 1N9

Telephone: 604-533-3411  
LTO Client No.: 11247  
File: 8487

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

Deduct L.T.S.A Fees? Yes

**SEE SCHEDULE**

STC? YES

3. NATURE OF INTEREST

CHARGE NO. ADDITIONAL INFORMATION

**SEE SCHEDULE**

4. TERMS: Part 2 of this instrument consists of (select one only)

(a)  Filed Standard Charge Terms D.F. No.

(b)  Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

**SEE SCHEDULE**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

**SPENCER BROOK ESTATES LTD.**

4038 - 200B STREET  
LANGLEY

V3A 1N9

BRITISH COLUMBIA  
CANADA

Incorporation No  
BC0816631

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

J.S. ALLEN OLSON  
Barrister & Solicitor  
Fleming Olson & Taneda  
4038 - 200B Street  
Langley, BC V3A 1N9  
Phone: 604-533-3411

Execution Date

Y	M	D
12	10	03

Transferor(s) Signature(s)

THE OWNERS STRATA PLAN  
EPS 763

Harry Redmond - Owner Developer

OFFICER CERTIFICATION:

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





LAND TITLE ACT  
FORM

EXECUTIONS CONTINUED

Officer Signature(s)

J.S. ALLEN OLSON  
Barrister & Solicitor  
Flaming Olson & Tanaka  
4038 - 2003 Street  
Langley, BC V3A 1N9  
Phone: 604 534-3411

**AMANDA M. SPRAGUE**  
Commissioner for taking  
Affidavits in the Province of B.C.  
11995 Haney Place  
Maple Ridge, B.C. V2X 6A9  
Phone: 463-5221  
Expires: February 28, 2013

(As to both signatures)

AS TO BOTH SIGNATURES

**Cheryl S. Chiang**  
A Commissioner for taking  
Affidavits for British Columbia  
100, 19915 - 64th Avenue  
Langley, BC V2Y 1G9

Execution Date

Y	M	D
12	10	03
2012	10	17
12	10	03

Transferor / Borrower / Party Signature(s)

SPENCER BROOK ESTATES LTD.  
by its authorized signatory:

Harry Redmond

THE CORPORATION OF THE  
DISTRICT OF MAPLE RIDGE  
by its authorized signatory(ies):

print name:

**ERNIE DAYKIN**  
MAYOR

print name:

**CERI E. MARLO**  
CORPORATE OFFICER

CANADIAN WESTERN BANK  
by its authorized signatory(ies):

print name:

**BERT MONSMA**  
AVR COMM. BKG.

print name:

**DAN TEILLET**  
Mgr. Comm. Bkg.

OFFICER CERTIFICATION:

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

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

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

**NO PID NMBR COMMON PROPERTY STRATA PLAN EPS763**

STC? YES

[Related Plan Number]

**EPS763**

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

**028-305-213 LOT A (EXCEPT PART SUBDIVIDED ON PLAN EPS763) DISTRICT LOT 405  
GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP45801**

STC? YES

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

STC? YES



**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 4 OF 19 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Over Common Property EPS763 Dominant Lot PID: 028-305-213 Lot A (Except Part Subdivided by Plan EPS763) District Lot 405 Group 1 NWD Plan BCP45801

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Easement		Over Lot A (Except Part Subdivided by Plan EPS763) District Lot 405 Group 1 NWD Plan BCP45801 Dominant Lot: NO PID Common Property EPS763

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting Easement priority over Mortgage CA2338979, see page 14

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting Easement priority over Assignment of Rents CA2338980, see page 14

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION



• **LAND TITLE ACT  
FORM E**

**SCHEDULE**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**5. TRANSFEROR(S):**

**THE OWNERS STRATA PLAN EPS763  
SPENCER BROOK ESTATES LTD.**

**CANADIAN WESTERN BANK**

**6. TRANSFEREE(S):**

**SPENCER BROOK ESTATES LTD. (Inc. No. BC0816631)  
4038 - 200B Street, Langley, BC V3A 1N9**

**THE OWNERS STRATA PLAN EPS763  
270 - 4311 Viking Way, Richmond, BC V6V 2k9**



**TERMS OF INSTRUMENT - PART 2**  
**PHASED STRATA RECIPROCAL ACCESS AGREEMENT**  
**FILE NO. 2012-076-SD**

THIS AGREEMENT IS DATED the 03 day of AUGUST, 2012.

**BETWEEN:**

**THE OWNERS, STRATA PLAN EPS763**  
C/O Re/Max Property Management Services  
270 - 4311 Viking Way, Richmond, BC V6V 2K9  
A Strata Corporation under the Strata Property Act (British Columbia) on behalf of the  
Strata Owners thereof

(hereinafter called the "Corporation")

**OF THE FIRST PART**

**AND:**

**SPENCER BROOK ESTATES LTD. (Inc. No. BC0816631)**  
4038 - 200B Street  
Langley, BC V3A 1N9

(hereinafter called the "Developer")

**OF THE SECOND PART**

**AND:**

**THE CORPORATION OF THE DISTRICT OF MAPLE RIDGE**, a Municipality  
Corporation under the Municipality Act, having its offices at 11995 Haney Place,  
Maple Ridge, British Columbia, V2X 6A9

(hereinafter called the "Municipality")

**OF THE THIRD PART**

**AND:**

**CANADIAN WESTERN BANK**  
100 - 19915 - 64 Avenue, Langley, BC V2Y 1G9

(hereinafter called the "Chargeholder")

**OF THE FOURTH PART**



**WHEREAS:**

- A. The Corporation is a corporation subsisting under the *Strata Property Act* of British Columbia on behalf of the strata lot owners of the Strata Plan (as hereinafter defined) and has the authority to charge the Common Property (as hereinafter defined) when duly authorized to do so by special resolution of the strata lot owners of the Strata Plan;
- B. The Common Property (as hereinafter defined) consists of the common property of the first phase of a planned four (4) phase strata title development;
- C. The Developer is the registered owner of the Remainder Lot (as hereinafter defined);
- D. Remainder of Lot A is real property located adjacent to the Common Property and upon which the second, third and fourth phases of the planned four phase strata title development will be built in the locations shown on the sketch plan attached to the Form P registered against the title to the Remainder of Lot A, a reduced copy of which is attached to this Agreement as Schedule A;
- E. The Works (as hereinafter defined) and related facilities have been or will be constructed and installed on the Common Property and the Remainder Lot and for the purposes of such installation and construction and for the further purpose of maintaining and inspecting the same, the parties have agreed to the easement (as hereinafter defined);
- F. The Corporation has agreed to grant to the Developer an easement over the Common Property for the purposes of ingress and egress to and from the Remainder Lot;
- G. The Developer has agreed to grant to the Corporation an easement over the Remainder Lot for the purposes of ingress and egress to and from the Common Property;
- H. Pursuant to section 5 of the *Strata Property Act* (British Columbia), the owner-developer of land within a strata plan exercises the powers and performs the duties of a council of a strata corporation from the time the strata corporation is established until a council is elected at the strata corporation's first annual general meeting;
- I. Pursuant to section 80 of the *Strata Property Act* (British Columbia), a strata corporation may, by a resolution passed by a  $\frac{3}{4}$  vote, direct the strata corporation to grant an easement burdening the Common Property included in a Strata Plan;
- J. A Certificate of Strata Corporation, as to the resolution directing the Corporation to grant the easements herein in Form E under the *Strata Property Act* (British Columbia) is attached as Schedule B hereto;
- K. Pursuant to section 78 of the *Strata Property Act* (British Columbia), the strata council of a strata corporation may accept a grant of an easement benefitting the Common Property in a Strata Plan on behalf of the owners of strata lots, without prior approval;
- L. The Municipality is a Municipal Corporation incorporated pursuant to the provision of the *Local Government Act*.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of One Dollar (\$1.00) now paid by the Developer to the Corporation and in consideration of the premises herein



and of the mutual covenants and agreements hereinafter set forth and contained, the parties hereto mutually covenant, agree, declare, acknowledge and grant as follows:

### **ARTICLE 1 - DEFINITIONS**

1.1 **Definitions** - In this Agreement, the following terms have the following meaning unless the context otherwise requires:

- a) "Common Property" of the Strata Plan means the Common Property, as defined in the *Strata Property Act* of British Columbia, as amended from time to time and includes, without limitation, all internal roadways, walkways, pedestrian pathways, landscape areas, and parking areas which are now constructed or located, or which may be constructed or located in the future within the Common Property of the Strata Plan.
- b) "Remainder Lot" means the Remainder of Lot A (Except Part on Plan EPS763) District Lot 405 Group 1 NWD Plan BCP45801, being the lands and premises situated in the Municipality of Maple Ridge, British Columbia, legally described as in paragraph 2 of Part 1 of this instrument.
- c) "Remainder Lot Owner" means the Developer as the registered owner of the Remainder Lot and its successors in the title as the registered owner(s) from time to time of the Remainder Lot.
- d) "Remainder Lot Owner's Easement" means the easement and rights granted to the Remainder Lot Owner pursuant to section 2.1.
- e) "Strata Plan" means the Strata plan referred to in paragraph 2 of Part 1 of this instrument.
- f) "Works" means all utility systems, including water, sanitary sewer, septic disposal fields, storm sewers, electrical power transmission devices including poles, wires and cables, telephone services, cable television services, natural gas services, roads, sidewalks and all equipment used in the operation of the foregoing services and ancillary attachments and fittings thereto.

### **ARTICLE 2 - EASEMENT OVER THE COMMON PROPERTY FOR THE BENEFIT OF THE REMAINDER LOT**

2.1 **Grant of Easement** - The Corporation hereby grants, conveys and transfers unto the Remainder Lot Owner and for the benefit of the Remainder Lot and to be appurtenant to the Remainder Lot for the use and enjoyment of the Remainder Lot Owner of the uninterrupted right, liberty, license, privilege, right-of-way and easement, in common with the Corporation and all other persons now or hereafter having the express or implied permission of the Corporation or having a similar right, subject to the terms, conditions and limitations stated therein:

- a) **Vehicle and Pedestrian Access** - to enter, go, pass and re-pass in, over and upon the Common Property on foot with or without handcarts, shopping carts, and similar modes of conveyance, and with equipment, machinery, automobiles, trucks, motorcycles or other vehicles, laden or unladen, for the purposes of obtaining access to and egress from the Remainder Lot.



- b) Installation, etc. of the Works – to enter, go pass and re-pass in, over and upon all or any part of the grade level or below grade levels of the Common Property as the Remainder Lot Owner may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of constructing, installing, maintaining, repairing, replacing, using and inspecting those portions of the Works which are or which will be located on the Common Property and to conduct tests thereof which in the opinion of the Remainder Lot Owner are reasonably necessary for such purposes.
- c) Development of the Remainder Lot to enter, go, pass and re-pass in, over and upon those parts of the Common Property as the Remainder Lot Owner may reasonably require for the purpose of development the Remainder Lot.
- d) General – to place and store material including, without limitation, tools, implements, scaffoldings, machinery, equipment construction materials, trailers, rubbish and debris reasonably required for the work referred to in subsections 2.1 b) and c) in such locations so that the placing and storing of materials herein provided will not render the Corporation liable therefore as a bailee.
- e) Generally to do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this section 2.1.

2.2 **Benefit and Burden** – the easement granted in section 2.1 hereof shall be appurtenant to and for the benefit of the Remainder Lot and shall be a burden upon the Common Property.

**ARTICLE 3 – EASEMENT OVER THE REMAINDER LOT FOR THE BENEFIT OF THE COMMON PROPERTY**

3.1 **Grant of Easement** – The Developer hereby grants, conveys and transfers unto the Corporation and for the benefit of the Common Property and to be appurtenant to the Common Property for the use and enjoyment of the Corporation the uninterrupted right, liberty, license, privilege, right-of-way and easement, in common with the Developer and all other persons now or hereafter having the express or implied permission of the Developer or having a similar right, subject to the terms, conditions and limitations stated herein:

- a) **Vehicle and Pedestrian Access** – to enter, go, pass and re-pass in, over and upon the Remainder Lot on foot with or without handcarts, shopping carts, and similar modes of conveyance, and with equipment, machinery, automobiles, trucks, motorcycles or other vehicles, laden or unladen, for the purposes of obtaining access to and egress from the Common Property.
- b) **Installation, etc. of the Works** – to enter, go pass and re-pass in, over and upon all or any part of the grade level or below grade levels of the Remainder Lot as the Corporation may reasonably require, with or without supplies, equipment, machinery and vehicles, for the purposes of constructing, installing, maintaining, repairing, replacing, using and inspecting those portions of the Works which are or which will be located on the Remainder Lot and to conduct tests thereof which in the opinion of the Corporation are reasonably necessary for such purposes.
- c) **General** – to place and store material including, without limitation, tools, implements, scaffoldings, machinery, equipment construction materials, trailers, rubbish and debris





reasonably required for the Works referred to in subsections 2.1 b) in such locations on the Remainder Lot.

d) Generally to do all acts, things and matters necessary for or incidental to the exercise of the rights granted in this section 3.1.

3.2 **Benefit and Burden** – the easement granted in section 3.1 hereof shall be appurtenant to and for the benefit of the Common Property and shall be a burden upon the Remainder Lot.

#### **ARTICLE 4 – RESERVATIONS**

4.1 **Reservations** – Notwithstanding the easement and rights hereinbefore granted there is hereby reserved to the Corporation in respect of the Remainder Lot, subject to the restrictions and limitations hereinafter set forth, the right at all times hereafter and from time to time:

- a) subject to subsection 4.1 b) below, to temporarily interrupt for a period not exceeding ten days the use and enjoyment of the easement areas on the Common Property (collectively called the “Easement Areas”) for the purposes of developing, building, constructing, erecting, removing or remodeling any building, erection, structure or other improvement now or hereafter placed in, upon over, or under any portion of the Common Property as the Corporation may require or may deem necessary expending, repairing, renewing, cleaning, inspecting and replacing the same as may be deemed necessary or expedient.
- b) To make, amend and rescind reasonable rules and regulations governing the manner in which the Easement Areas or any parts thereof may be used and enjoyed, provided that such rules and regulations are solely for the Easement Areas and provided that such rules and regulations shall apply equally to the Corporation and to the Remainder Lot Owner, and further, provided that such rules and regulations do not materially adversely interfere with, injure or impair the operating efficiency or obstruct access to or use of the Easement Areas by the Remainder Lot Owner.
- c) Grant statutory rights-of-way or easements in favour of the Municipality or public utility over the Easement Areas or any portions thereof.

#### **ARTICLE 5 – COVENANTS**

5.1 **The Corporation’s Covenants** – the Corporation hereby covenants and agrees with the Remainder Lot Owner that the Corporation will:

- a) Not do, and will not permit its employees, servants, agents, contractors, licensees or invitees to do any act or thing which in the reasonable opinion of the Remainder Lot Owner may interfere with, injure or impair the operating efficiency of or obstruct access to or use of the Remainder Lot.
- b) Not do, and will not permit its employees, servants, agents, contractors, licensees or invitees to do any act or thing which in the reasonable opinion of the Remainder Lot



Owner would adversely interfere with, injure or impair the operating efficiency of or obstruct access and the use of the Remainder Lot by the Remainder Lot Owner as provided hereon.

- c) Not do, and will not permit its employees, servants, agents, contractors, licensees or invitees to do any act or thing which would adversely interfere with the installation, construction or testing of the Works.
- d) To maintain such level of liability and property damage insurance in respect of the Common Property as would be maintained by a reasonably prudent owner of property similar to the Common Property.
- e) Not, except as is permitted pursuant to the terms of this Agreement, attempt to suspend, interrupt or terminate the rights and easement herein granted, and the Corporation shall refrain from seeking any judgment, order or declaration which has the effect of suspending, interrupting or terminating the rights and easement herein granted.
- f) Permit the Remainder Lot Owner to peacefully hold and enjoy the rights hereby granted.
- g) Insofar as it is practicable to do so, exercise and cause its employees, servants, agents, contractors, licensees and invitees to exercise its rights hereunder in such a manner as not to interfere unduly with the use of the Remainder Lot by the Developer and only for so long as necessary and to be removed at the request of the Developer.
- h) Not do, and will not permit its employees, servants, agents, contractors, licensees or invitees to do any act or thing which in the reasonable opinion of the Corporation may interfere with, injure or impair the operating efficiency of or obstruct access to or use of the Remainder Lot.

**5.2 The Remainder Lot Owner's Covenants - The Remainder Lot Owner hereby covenants and agrees with the Corporation that the Remainder Lot Owner will:**

- a) Indemnify and save harmless the Corporation in respect of any action, cause of action, suit, claim, loss, cost, damage or demand of any kind or nature whatsoever, at law, or in equity, arising out of the exercise by the Remainder Lot Owner or its employees, servants, agents, contractors, licensees or invitees of their rights hereunder by reason of or with respect to any injury to person or persons, including death, resulting at any time hereafter and any others, except to the extent it is caused by the negligence or willful misconduct of the Corporation or persons for whose conduct the Corporation is responsible.
- b) Insofar as it is practicable to do so, exercise and cause its employees, servants, agents, contractors, licensees and invitees to exercise its rights hereunder in such a manner as not to interfere unduly with the use of the Common Property by the members of the Corporation and only for so long as necessary and to be removed at the request of the Corporation.
- c) Use all reasonable efforts to minimize the nuisance and inconvenience to the members of the Corporation arising out of any development, construction or related activities carried out on the Common Property.



- d) Not do, and will not permit its employees, servants, agents, contractors, licensees or invitees to do any act or thing which in the reasonable opinion of the Corporation may interfere with, injure or impair the operating efficiency of or obstruct access to or use of the Common Property.
- e) Promptly and properly repair all damage to the Common Property caused by any work done by its employees, servants, agents, contractors, licensees and invitees in connection with the development of the Remainder Lot at the conclusion of such work in order to meet good and prudent standards or repairs.

## ARTICLE 6 - MISCELLANEOUS

- 6.1 **Covenants Personal** - The Covenants of the Corporation and the Remainder Lot Owner herein will be personal and binding upon each of them only during their ownership of any interest in the Common Property or the Remainder Lot, as the case may be, but the Common Property and the Remainder Lot will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all ownership interest of a party in the Common Property or the Remainder Lot, the Corporation or the Remainder Lot Owner, as the case may be, will be freed and discharged from the observance and performance thereafter of the covenants it is to observe and perform in respect of the Common Property or the Remainder Lot, as the case may be.
- 6.2 **Covenants Run with Land** - The covenants contained in Part 2 of this Agreement will be covenants running with the land but no part of the fee or soil thereof will pass or be vested in the Corporation or the Remainder Lot Owner under or by Part 2 of this Agreement.
- 6.3 **Rights of Owner Preserved** - Except as otherwise expressly provided for herein, nothing in this Agreement will be interpreted so as to restrict or prevent the Corporation from using that area of the Common Property which is the subject of the easement granted hereunder in any manner which does not interfere with exercise by the Remainder Lot Owner of such easement and the rights hereunder.
- 6.4 **Interpretation**
  - a) Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
  - b) Wherever the singular or masculine is used in this Agreement, the same will be constructed as meaning the plural or the feminine or body corporate or politic, and vice versa as the contract or the parties so require.
  - c) The captions and headings appearing in the Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- 6.5 **Subdivision** - Notwithstanding any other terms or conditions contained herein, in the event that the Remainder Lot is subdivided by the deposit of a Strata Plan pursuant to the



provisions of the *Strata Property Act* (British Columbia), as amended from time to time, or any successor legislation, the easement and rights under this Agreement and the provisos, reservations, restrictions and limitations contained in the Agreement which relate thereto will be construed as being extended to every owner from time to time of a strata lot created thereby and each such owner's servants, agents, tenants and licensees. If the Remainder Lot is subdivided by the deposit of a Strata Plan for subsequent phases of the Strata Plan, the easement granted herein to the Remainder Lot Owner shall extend to and charge the Common Property of such subsequent phases of the Strata Plan and the Common Property of such subsequent phases of the Strata Plan shall be included in the definition of "Common Property" appearing in section 1.1 a) above.

- 6.6 **Waiver** - Waiver by any party default hereunder by another party will not be deemed to be a waiver by the first mentioned party of any subsequent default by the party that defaulted.
- 6.7 **Governing Law** - This Agreement will be governed and construed in accordance with the laws in force in the Province of British Columbia.
- 6.8 **Further Assurances** - The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents that may be necessary to give proper effect to the intention of this Agreement.
- 6.9 **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and all of the covenantors herein are made by the Corporation or the Remainder Lot Owner, as the case may be, for itself and their successors and assigns and the owner or owners from time to time of an interest in all or any portion of the Common Property or the Remainder Lot.
- 6.10 **Severability** - Should any term contained in this Agreement be judged invalid or unenforceable, such terms shall be severed from the Agreement, the remainder of which shall continue in full force and effect.

#### ARTICLE 7 - CONSENT OF MUNICIPALITY

- 7.1 **Consent of Municipality** - This Agreement may not be amended or released without the express written consent of the Municipality.

IN WITNESS WHEREOF the parties hereto have caused to be executed as of the date first above written in Part 1 of this instrument.

#### ARTICLE 8 - TERMINATION

- 8.1 **Termination** - The Corporation and the Remainder of Lot A Owner hereby agree that, subject to the consent of the Municipality, this Agreement will terminate upon the deposit for registration of the final phase of a Strata Plan for the Remainder of Lot A, as set out in the Form P attached hereto as Schedule C.

IN WITNESS WHEREOF the parties hereto have caused to be executed as of the date first above written in Part 1 of this instrument.



## CONSENT AND PRIORITY AGREEMENT

WHEREAS CANADIAN WESTERN BANK (the "Chargeholder") is the holder of a Mortgage (called the "Charge") encumbering the lands (the "Lands") described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the New Westminster Land Title Office under numbers CA2338979 and CA2338980.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE MUNICIPALITY TO THE CHARGEHOLDER:

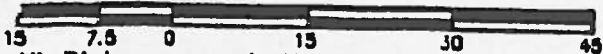
1. The Chargeholder hereby consents to the granting and registration of the Easement granted under Section 223 of the *Land Title Act*, running with the Dominant and Servient Lands and against the Servient Lands in priority to the said Chargeholder's Charge registered under numbers CA2338979 and CA2338980 in the same manner and to the same effect as if it had been dated, granted and registered prior to the said Chargeholder's Charge.



**SKETCH PLAN OF LOT A DISTRICT LOT  
405 GROUP 1 NWD PLAN BCP45801**

SCHEDULE 'A'

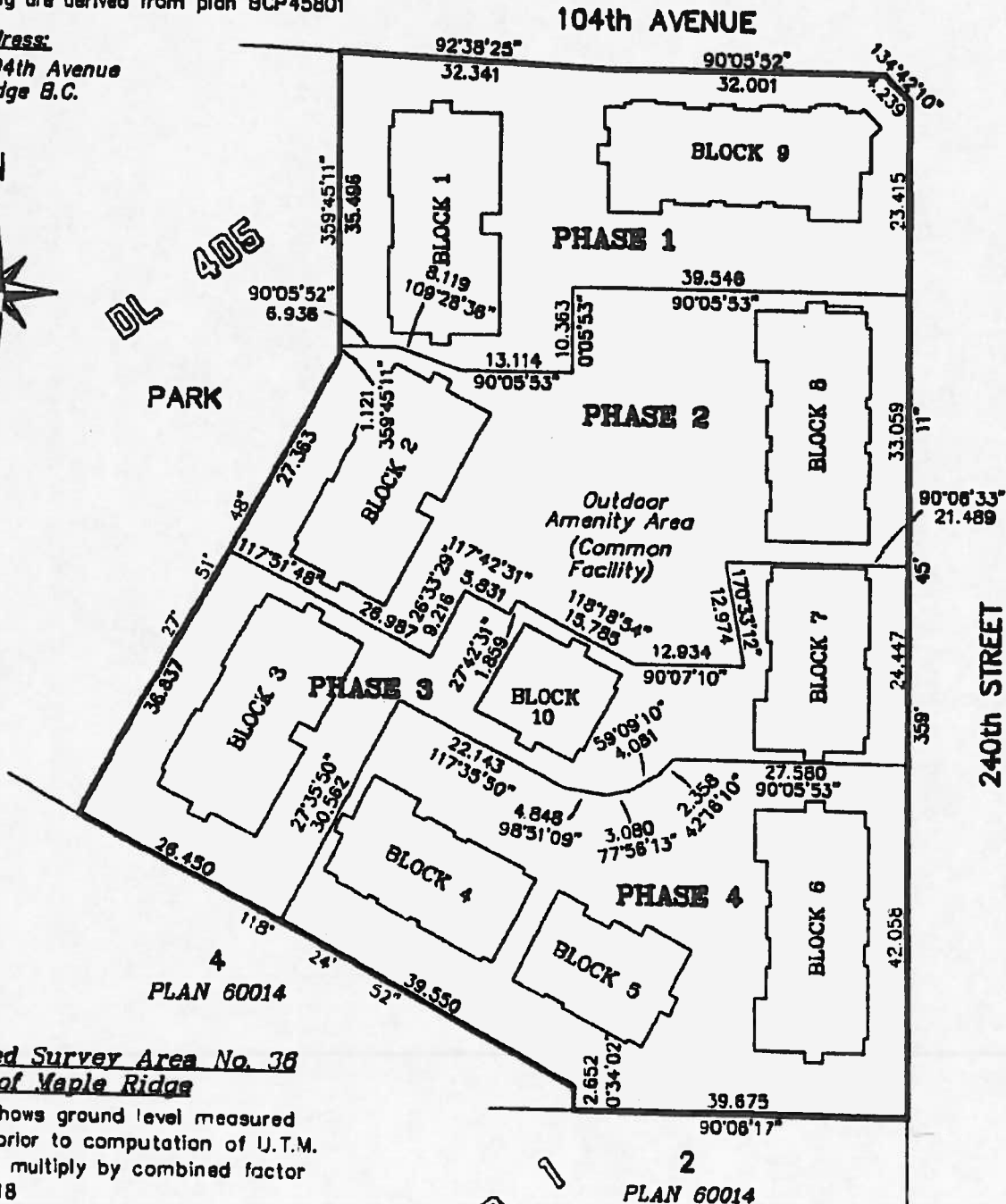
B.C.G.S. 920.018 DISTRICT OF MAPLE RIDGE  
TO ACCOMPANY FORM 'P' OF THE STRATA PROPERTY ACT  
SCALE 1:750



All Distances are in Metres.

Grid Bearing are derived from plan BCP45801

Civic Address:  
23986 104th Avenue  
Maple Ridge B.C.



Integrated Survey Area No. 36  
District of Maple Ridge

This plan shows ground level measured distances, prior to computation of U.T.M. coordinates multiply by combined factor of 0.9996118

Onderwater Land Surveying  
B.C. Land Surveyors  
#104-5830 178A Street  
Cloverdale B.C.

FILE: \_MR11109\_SK

*This Plan Lies Within The  
Greater Vancouver Regional District*

Certified correct, completed on  
the 3rd day of May, 2012.

B.C.L.S.

**Strata Property Act  
FORM P**

**PHASED STRATA PLAN DECLARATION  
(Sections 221, 222)**

We, SPENCER BROOK ESTATES LTD., (Inc. No. BC0816631), of 10265 McEachern Street, Maple Ridge, BC V2W 0B2 declare

I. That we intend to create a strata plan by way of phased development of the following land which we own or on which we hold a right to purchase:

Legal: PID: 028-305-213                      Lot A District Lot 405 Group 1 NWD Plan BCP45801  
Civic Address: 23986 – 104 Avenue

2. That the plan of development is as follows:

<b>(a) Number of Phases</b>	<b>Number of Buildings</b>	<b>Strata Lots</b>	<b>Common Facilities</b>
Phase One (1)	2 buildings	9 strata lots	
Phase Two (2)	2 buildings	9 strata lots	outdoor amenity area and linear park
Phase Three (3)	3 buildings	10 strata lots	
Phase Four (4)	3 buildings	12 strata lots	

(b) All land to be included in the phased strata plan, the present parcel boundaries, and the approximate boundaries of each phase and the approximate location of common facilities are depicted on attached Schedule "A"

(c) A Schedule setting out the estimated date for the beginning of construction and completion of construction of each phase on or before the following dates, is as follows:

	<b>Estimated date of Commencement Of Construction</b>	<b>Estimated date of Completion of Construction</b>
1	September 15, 2011	January 31, 2013
2	April 5, 2013	September 30, 2013
3	August 15, 2013	March 15, 2014
4	January 15, 2014	July 15, 2014

(d) The Unit entitlement of each phase and the total unit entitlement of the completed development are anticipated to be:

	<u>Estimated Unit Entitlement</u>	<u>Estimated Number of Units</u>
1	1,595	9
2	1,481	9
3	1,743	10
4	1,914	12
<b>Total</b>	<hr style="width: 100px; margin: 0 auto;"/> 4	<hr style="width: 100px; margin: 0 auto;"/> 40

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

One (1)	9
Two (2)	9
Three (3)	10
Four (4)	12

Phase Two (2) will also have a outdoor amenity facility constructed within and in conjunction with it.

Forty (40) units of wood-framed residential townhouses in either 3 storey duplex, triplex or fourplex buildings, containing 3 bedrooms upstairs.

3. That we shall elect whether or not to proceed with each phase on or before the following:

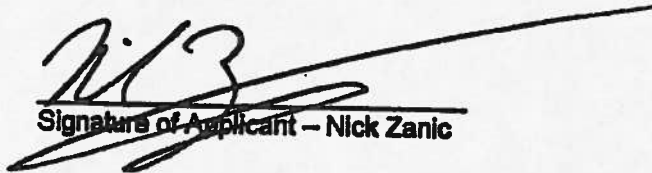
	<i>Date</i>
1	September 15, 2011
2	April 5, 2013
3	August 15, 2013
4	January 15, 2014



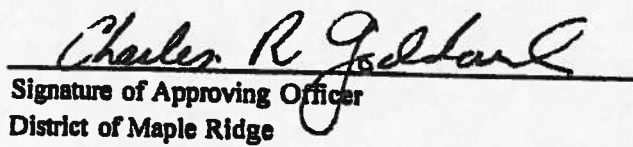


Date of signature of applicant: ~~May~~ <sup>February 21</sup>, ~~2012~~ <sup>2013</sup>

**SPENCER BROOK ESTATES LTD.**  
By its authorized signatory:

  
Signature of Applicant – Nick Zanic

Date of Approval: March 6, 2013

  
Signature of Approving Officer  
District of Maple Ridge



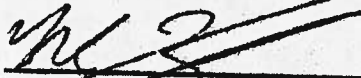
Form E

**CERTIFICATE OF STRATA CORPORATION**

(Sections 78, 79, 80, 100, 214, 257, 259, 261, 262, 263, 266, 269, 274, 283)

The Owners, Strata Plan No. EPS763 certify that a resolution referred to in section 80 of the *Strata Property Act* was passed by a unanimous vote at an annual or special general meeting held on October 10, 2012, and that the attached instrument conforms to the resolution.

For the purposes of Section 165(4) (f) of the *Land Title Act*, execution of the attached instrument has been approved by a resolution at an annual or special general meeting in accordance with the requirements of the *Strata Property Act*, and the instrument conforms to the resolution.



Signature of Council Member -

Nick Zanic, authorized signatory of Spencer Brook Estates Ltd.,  
the owner-developer and sole member of the Strata Corporation



**SCHEDULE K**

**BUILDING PERMITS FOR PHASES 1, 2, 3, & 4**





CORPORATION OF THE DISTRICT OF MAPLE RIDGE

Business Licensing, Permits, and Bylaws - Phone: 467-7311, Fax: 467-7461

24 HOUR INSPECTION LINE - 604-467-7380
(3:00 pm is the cut-off time for next day inspections)

Permit Number: 2010-127934-000-00-BG

Building Permit/Townhouse/New

Construction Location: 23986 104 AVE
23986 104 AVE Unit BLK 1, U 37-40

Contractor Name: SPENCER BROOK ESTATES LTD. TQ: Phone: (604) 467-3676

Owner Name: SPENCER BROOK ESTATES LTD. Phone: (604) 467-3676

Property Roll: 8416503020 Legal Description: Lot A Plan BCP45801

Structural Engineer: ENNOVA STRUCTURAL ENGINEERS INC \*ANDREW MCLELLAN\* Phone: (604) 255-7670

Architect: AQUA-COAST ENGINEERING LTD \*A.A. MACLELLAN\* et al Phone: (604) 948-0958

Zone: RM-1

BLOCK 1 UNITS 40,39,38,37 (formally U.1-4) (PHASE 1)

3 Storey, 4 Townhouse Units

\*\*Waiting for construction fire safety plan & HPO's. Otherwise, ready to issue\*\*

nov29/10- \$500 application fee taken for (blocks 1,8,9) on permit #10-127934. //sf DCC'S GVS & DD TAKEN FOR ALL 40 UNITS
ENGINEERING FORGIVENESS APPLIED. ESC SECURITY TAKEN UNDER BLOCK 1 //JDS

Separate plumbing, electrical, gas & sprinkler permits are required. R/C - Drainage system. See approved civil plans for location
of storm tech system. Field review & schedule CB's for architectural, structural, mechanical, plumbing, electrical & geotechnical
are to be provided by P. Eng 's prior to final.

Details:

Table with 4 columns: Description, Value, Description, Value. Rows include items like Sprinkler Drawings Received, Number of stories, Floor area of 2nd floor, etc.

Name of Owner or Agent (Please Print)

Date

Signature of Owner or Agent

Handwritten signature of the agent

Issued By

Issue Date: Sep 30, 2011

Expiry Date: Sep 29, 2013

If the permit applied for is granted, I agree to conform to all requirements of the Maple Ridge Building Bylaw and the B.C. Building Code and Statutes
in force in the Corporation of the District of Maple Ridge and to indemnify and release the Corporation from all claims, liabilities, judgements, costs
and expenses of whatsoever kind which may accrue against the Corporation of the District of Maple Ridge, in consequent of and incidental to the
granting of this permit, if issued.

**CORPORATION OF THE DISTRICT OF MAPLE RIDGE**

Business Licensing, Permits, and Bylaws - Phone 467-7311, Fax: 467-7461



**24 HOUR INSPECTION LINE - 604-467-7380**

(3:00 pm is the cut-off time for next day inspections)

**Permit Number: 2010-127988-000-00-BG**

Building Permit/Townhouse/New

Construction Location: 23986 104 AVE  
23986 104 AVE Unit BLK 2, U 33-36

Contractor Name: SPENCER BROOK ESTATES LTD TO Phone: (604) 467-3676

Property Roll: 8416503020 Legal Description: Lot A Plan BCP45801

Structural Engineer: ENNOVA STRUCTURAL ENGINEERS INC \*ANDREW MCLELLAN\* Phone: (604) 255-7670

Architect: AQUA COAST ENGINEERING LTD \*A.A. MACLELLAN\* et al Phone: (604) 948-0958

Zone: RM-1

**BLOCK 2 UNITS 36,35,34,33 (formally 5,6,7,8) (PHASE 2)**

3 Storey, 4 Townhouse Units

Separate plumbing, electrical, gas & sprinkler permits are required. Field review & schedule CB's for architectural, structural, mechanical, plumbing, electrical & geotechnical are to be provided by P. Eng.'s prior to final

**Details:**

Description	Value	Description	Value
Sprinkler Drawings Received?	Yes	Sprinkler Schedule B Received?	Yes
Number of stories	3	Floor area of 1st floor	2250.51
Floor area of 2nd floor	3545.34	Area of all Finished Floors	7.956
Area of Basement to be Finished	2.161	Area of Built in Garage	1.562
Area of uncovered Sundeck/Patio	255	Area of cov'd Deck, Porch/Veranda	531
Underground Electrical Duct?	No	Is this a complex building?	No
Is Use Permitted?	Yes	Survey Required	Yes
CB req'd for Architectural?	Yes	CB req'd for Structural?	Yes
CB req'd for Mechanical?	Yes	CB req'd for Plumbing?	Yes
CB req'd for Fire Suppression?	Yes	CB req'd for Sprinklers?	Yes
CB req'd for Electrical?	Yes	CB req'd for Geotechnical?	Yes
Plan Checked Construction Value	\$712,502.05	Tree Permit Required	No
Erosion and Sediment Control Plan Rec'd	No	Erosion Control Sch C - small scale SFD	No
Erosion Control Schs D & E - large scale	No	P Eng Letter of Assurance - storm mgmt	No
Environmental Monitor Required	Yes	Environmental Monitor Signoff -\$ release	No
BC Building Code Year	2006 Part 10		

Name of Owner or Agent (Please Print)

Date

Signature of Owner or Agent

Issued By

Issue Date: Mar 28, 2012

Expiry Date: Mar 28, 2014

If the permit applied for is granted, I agree to conform to all requirements of the Maple Ridge Building Bylaw and the B.C. Building Code and Statutes in force in the Corporation of the District of Maple Ridge and to indemnify and release the Corporation from all claims, liabilities, judgements, costs and expenses of whatsoever kind which may accrue against the Corporation of the District of Maple Ridge, in consequence of and incidental to the granting of this permit, if issued.



# CORPORATION OF THE DISTRICT OF MAPLE RIDGE

Business Licensing, Permits, and Bylaws - Phone: 467-7311, Fax: 467-7461

24 HOUR INSPECTION LINE - 604-467-7380

(3:00 pm is the cut off time for next day inspections)

Permit Number: 2010-127989-000-00-BG

Building Permit/Townhouse/New

Construction Location: 23986 104 AVE  
23986 104 AVE Unit BLK 3, U.27-30

Contractor Name: SPENCER BROOK ESTATES LTD. TQ: Phone: (604) 341-9945

Property Roll: 8416503020 Legal Description: Lot: A Plan: BCP45801

Structural Engineer: ENNOVA STRUCTURAL ENGINEERS INC \*ANDREW MCLELLAN\* Phone: (604) 255-7670

Architect: AQUA-COAST ENGINEERING LTD \*A.A. MACLELLAN\* et al Phone: (604) 948-0958

Zone: RM-1

Needs Business Lic./lm  
BLOCK 3 UNITS 30,29,28,27(formally 9,10,11,12) (PHASE 3)  
3 Storey, 4 Townhouse Units

Separate plumbing, electrical, gas & sprinkler permits are required. Field review & schedule CB's for architectural, structural, mechanical, plumbing, electrical & geotechnical are to be provided by P. Eng.'s prior to final.

### Details:

Description	Value	Description	Value
Sprinkler Drawings Received?	Yes	Sprinkler Schedule B Received?	Yes
Number of stories	3	Underground Parking?	No
Floor area of 1st floor	2263.26	Floor area of 2nd floor	3545.34
Area of all Finished Floors	7,969	Area of Basement to be Finished	2,161
Area of Built in Garage	1,562	Area of uncovered Sundeck/Patio	255
Area of cov'd Deck, Porch/Veranda	584	Underground Electrical Duct?	No
Is this a complex building?	No	Is Use Permitted?	Yes
Survey Required	Yes	CB req'd for Architectural?	Yes
CB req'd for Structural?	Yes	CB req'd for Mechanical?	Yes
CB req'd for Plumbing?	Yes	CB req'd for Fire Suppression?	Yes
CB req'd for Sprinklers?	Yes	CB req'd for Electrical?	Yes
CB req'd for Geotechnical?	Yes	Plan Checked Construction Value	\$715,968.55
Tree Permit Required	No	BC Building Code Year	2006 Part 10

Name of Owner or Agent (Please Print)

Date

Signature of Owner or Agent

Issued By

Issue Date: Feb 22, 2013

Expiry Date: Feb 22, 2015

If the permit applied for is granted, I agree to conform to all requirements of the Maple Ridge Building Bylaw and the B.C. Building Code and Statutes in force in the Corporation of the District of Maple Ridge and to indemnify and release the Corporation from all claims, liabilities, judgements, costs and expenses of whatsoever kind which may accrue against the Corporation of the District of Maple Ridge, in consequent of and incidental to the granting of this permit, if issued.



# CORPORATION OF THE DISTRICT OF MAPLE RIDGE

Business Licensing, Permits, and Bylaws - Phone: 467-7311, Fax: 467-7481

24 HOUR INSPECTION LINE - 604-467-7380

(3:00 pm is the cut-off time for next day inspections)

Permit Number: 2010-127990-000-00-BG

Building Permit/Townhouse/New

Construction Location: 23986 104 AVE  
23986 104 AVE Unit BLK 4, U 23-26

Contractor Name: SPENCER BROOK ESTATES LTD. TQ: Phone: (604) 341-9945

Property Roll: 8416503020 Legal Description: Lot: A Plan: BCP45801

Structural Engineer: ENNOVA STRUCTURAL ENGINEERS INC \*ANDREW MCLELLAN\* Phone: (604) 255-7670

Architect: AQUA-COAST ENGINEERING LTD \*A.A. MACLELLAN\* et al Phone: (604) 948-0958

Zone: RM-1

Needs Business Lic /Im  
BLOCK 4 UNITS 28,25,24,23 (formerly 13,14,15,16) (PHASE 4)  
3 Storey, 4 Townhouse Units

Separate plumbing, electrical, gas & sprinkler permits are required. Field review & schedule CB's for architectural, structural, mechanical, plumbing, electrical & geotechnical are to be provided by P. Eng.'s prior to final.

**Details:**

Description	Value	Description	Value
Sprinkler Drawings Received?	Yes	Sprinkler Schedule B Received?	Yes
Number of stories	3	Floor area of 1st floor	2987.2
Floor area of 2nd floor	2980.7	Area of all Finished Floors	6,927
Area of Basement to be Finished	958	Area of Built in Garage	2,096
Area of uncovered Sundeck/Patio	197	Area of cov'd Deck,Porch/Veranda	305
Underground Electrical Duct?	No	Is this a complex building?	No
Is Use Permitted?	Yes	Survey Required	Yes
CB req'd for Architectural?	Yes	CB req'd for Structural?	Yes
CB req'd for Mechanical?	Yes	CB req'd for Plumbing?	Yes
CB req'd for Fire Suppression?	Yes	CB req'd for Sprinklers?	Yes
CB req'd for Electrical?	Yes	CB req'd for Geotechnical?	Yes
Plan Checked Construction Value	\$665,412.70	Tree Permit Required	No
Erosion and Sediment Control Plan Rec'd	No	Erosion Control Sch.C - small scale SFD	No
Erosion Control Schs.D & E - large scale	No	P.Eng Letter of Assurance - storm mgmt	No
Environmental Monitor Required	Yes	Environmental Monitor Signoff -\$ release	No
BC Building Code Year	2006 Part 10		

Name of Owner or Agent (Please Print)

Date

Signature of Owner or Agent

Issued By

Issue Date: Feb 22, 2013

Expiry Date: Feb 22, 2015

If the permit applied for is granted, I agree to conform to all requirements of the Maple Ridge Building Bylaw and the B.C. Building Code and Statutes in force in the Corporation of the District of Maple Ridge and to indemnify and release the Corporation from all claims, liabilities, judgements, costs and expenses of whatsoever kind which may accrue against the Corporation of the District of Maple Ridge, in consequent of and incidental to the granting of this permit, if issued.



# CORPORATION OF THE DISTRICT OF MAPLE RIDGE

Business Licensing, Permits, and Bylaws - Phone: 467-7311, Fax: 467-7401

**24 HOUR INSPECTION LINE - 604-467-7380**

(3.00 pm is the cut-off time for next day inspections)

**Permit Number: 2010-127991-000-00-BG**

Building Permit/Townhouse/New

Construction Location: 23986 104 AVE  
23986 104 AVE Unit BLK 5, U.20-22

Contractor Name: SPENCER BROOK ESTATES LTD. TO: Phone: (604) 341-9945

Property Roll: 8416503020 Legal Description: Lot: A Plan: BCP45801

Structural Engineer: ENNOVA STRUCTURAL ENGINEERS INC \*ANDREW MCLELLAN\* Phone: (604) 255-7670

Architect: AQUA-COAST ENGINEERING LTD \*A.A. MACLELLAN\* et al Phone: (604) 948-0958

Zone: RM-1

Needs Business Lic./lm  
BLOCK 5, UNITS 22,21,20 (formerly-17,18,19) (PHASE 4)  
3 Storey, 3 Townhouse Units

Separate plumbing, electrical, gas & sprinkler permits are required. Field review & schedule CB's for architectural, structural, mechanical, plumbing, electrical & geotechnical are to be provided by P. Eng.'s prior to final.

**Details:**

Description	Value	Description	Value
Sprinkler Drawings Received?	Yes	Sprinkler Schedule B Received?	Yes
Number of stories	3	Floor area of 1st floor	2271.46
Floor area of 2nd floor	2262.96	Area of all Finished Floors	5,370
Area of Basement to be Finished	835	Area of Built in Garage	1,480
Area of uncovered Sundeck/Patio	339	Area of cov'd Deck, Porch/Veranda	77
Underground Electrical Duct?	No	Is this a complex building?	No
Is Use Permitted?	Yes	Survey Required	Yes
CB req'd for Architectural?	Yes	CB req'd for Structural?	Yes
CB req'd for Mechanical?	Yes	CB req'd for Plumbing?	Yes
CB req'd for Fire Suppression?	Yes	CB req'd for Sprinklers?	Yes
CB req'd for Electrical?	Yes	CB req'd for Geotechnical?	Yes
Plan Checked Construction Value	\$503,301.45	Tree Permit Required	No
Erosion and Sediment Control Plan Rec'd	No	Erosion Control Sch.C - small scale SFD	No
Erosion Control Schs.D & E - large scale	No	P.Eng Letter of Assurance - storm mgmt	No
Environmental Monitor Required	Yes	Environmental Monitor Signoff -\$ release	No
BC Building Code Year	2006 Part 10		

Name of Owner or Agent (Please Print)

Date

Signature of Owner or Agent

Issued By

Issue Date: Sep 30, 2011

Expiry Date: Sep 29, 2013

If the permit applied for is granted, I agree to conform to all requirements of the Maple Ridge Building Bylaw and the B.C. Building Code and Statutes in force in the Corporation of the District of Maple Ridge and to indemnify and release the Corporation from all claims, liabilities, judgements, costs and expenses of whatsoever kind which may accrue against the Corporation of the District of Maple Ridge, in consequent of and incidental to the granting of this permit, if issued.





# CORPORATION OF THE DISTRICT OF MAPLE RIDGE

Business Licensing, Permits, and Bylaws - Phone: 467-7311, Fax: 467-7461

24 HOUR INSPECTION LINE - 604-467-7380

(3.00 pm is the cut-off time for next day inspections)

Permit Number: 2010-127992-000-00-BG

Building Permit/Townhouse/New

Construction Location: 23986 104 AVE  
23986 104 AVE Unit BLK 6, U.15-19

Contractor Name: SPENCER BROOK ESTATES LTD. TQ: Phone: (604) 341-9945

Property Roll: 8416503020 Legal Description: Lot: A Plan: BCP45801

Structural Engineer: ENNOVA STRUCTURAL ENGINEERS INC \*ANDREW MCLELLAN\* Phone: (604) 255-7670

Architect: AQUA-COAST ENGINEERING LTD \*A.A. MACLELLAN\* et al Phone: (604) 948-0958

Zone: RM-1

Needs Business Lic/Im  
BLOCK 6 UNITS 19,18,17,16,15(formerly-20, 21, 22, 23, 24)(PHASE 4)  
3 Storey, 5 Townhouse Units

Separate plumbing, electrical, gas & sprinkler permits are required. Field review & schedule CB's for architectural, structural, mechanical, plumbing, electrical & geotechnical are to be provided by P. Eng.'s prior to final.

### Details:

Description	Value	Description	Value
Sprinkler Drawings Received?	Yes	Sprinkler Schedule B Received?	Yes
Number of stories	3	Floor area of 1st floor	3814.47
Floor area of 2nd floor	3797.47	Area of all Finished Floors	9,122
Area of Basement to be Finished	1,510	Area of Built in Garage	2,410
Area of uncovered Sundeck/Patio	655	Area of cov'd Deck, Porch/Veranda	132
Underground Electrical Duct?	No	Is this a complex building?	No
Is Use Permitted?	Yes	Survey Required	Yes
CB req'd for Architectural?	Yes	CB req'd for Structural?	Yes
CB req'd for Mechanical?	Yes	CB req'd for Plumbing?	Yes
CB req'd for Fire Suppression?	Yes	CB req'd for Sprinklers?	Yes
CB req'd for Electrical?	Yes	CB req'd for Geotechnical?	Yes
Plan Checked Construction Value	\$849,788.10	Tree Permit Required	No
Erosion and Sediment Control Plan Rec'd	No	Erosion Control Sch C - small scale SFD	No
Erosion Control Schs.D & E - large scale	No	P.Eng Letter of Assurance - storm mgmt	No
Environmental Monitor Required	Yes	Environmental Monitor Signoff-\$ release	No
BC Building Code Year	2006 Part 10		

Name of Owner or Agent (Please Print)

Date

Signature of Owner or Agent

Issued By

Issue Date: Sep 30, 2011

Expiry Date: Sep 29, 2013

If the permit applied for is granted, I agree to conform to all requirements of the Maple Ridge Building Bylaw and the B.C. Building Code and Statutes in force in the Corporation of the District of Maple Ridge and to indemnify and release the Corporation from all claims, liabilities, judgements, costs and expenses of whatsoever kind which may accrue against the Corporation of the District of Maple Ridge, in consequent of and incidental to the granting of this permit, if issued.





# CORPORATION OF THE DISTRICT OF MAPLE RIDGE

Business Licensing, Permits, and Bylaws - Phone: 467-7311, Fax: 467-7461

24 HOUR INSPECTION LINE - 604-467-7380

(3:00 pm is the cut-off time for next day inspections)

Permit Number: 2010-127995-000-00-BG

Building Permit/Townhouse/New

Construction Location: 23986 104 AVE  
23986 104 AVE Unit BLK 7, U.11-14

Contractor Name: SPENCER BROOK ESTATES LTD. TQ: Phone: (604) 341-9945

Property Roll: 8416503020 Legal Description: Lot: A Plan: BCP45801

Structural Engineer: ENNOVA STRUCTURAL ENGINEERS INC \*ANDREW MCLELLAN\* Phone: (604) 255-7670

Architect: AQUA COAST ENGINEERING LTD \*A.A. MACLELLAN\* et al Phone: (604) 948-0958

Zone: RM-1

Needs Business Lic/Im  
BLOCK 7 UNITS:14,13,12,11 (formerly-25,26,27,28) (PHASE 3)  
3 Storey, 4 Townhouse Units

Separate plumbing, electrical, gas & sprinkler permits are required. Field review & schedule CB's for architectural, structural, mechanical, plumbing, electrical & geotechnical are to be provided by P. Eng.'s prior to final.

### Details:

Description	Value	Description	Value
Sprinkler Drawings Received?	Yes	Sprinkler Schedule B Received?	Yes
Number of stories	3	Floor area of 1st floor	2987.71
Floor area of 2nd floor	2981.21	Area of all Finished Floors	6.971
Area of Basement to be Finished	1,000	Area of Built in Garage	2,017
Area of uncovered Sundeck/Patio	408	Area of cov'd Deck, Porch/Veranda	98
Underground Electrical Duct?	No	Is this a complex building?	No
Is Use Permitted?	Yes	Survey Required	Yes
CB req'd for Architectural?	Yes	CB req'd for Structural?	Yes
CB req'd for Mechanical?	Yes	CB req'd for Plumbing?	Yes
CB req'd for Fire Suppression?	Yes	CB req'd for Sprinklers?	Yes
CB req'd for Electrical?	Yes	CB req'd for Geotechnical?	Yes
Plan Checked Construction Value	\$658,758.05	Tree Permit Required	No
Erosion and Sediment Control Plan Rec'd	No	Erosion Control Sch C - small scale SFD	No
Erosion Control Schs. D & E - large scale	No	P. Eng Letter of Assurance - storm mgmt	No
Environmental Monitor Required	Yes	Environmental Monitor Signoff -\$ release	No
BC Building Code Year	2006 Part 10		

Name of Owner or Agent (Please Print)

Date

Signature of Owner or Agent

Issued By

Issue Date: Feb 22, 2013

Expiry Date: Feb 22, 2015

If the permit applied for is granted, I agree to conform to all requirements of the Maple Ridge Building Bylaw and the B.C. Building Code and Statutes in force in the Corporation of the District of Maple Ridge and to indemnify and release the Corporation from all claims, liabilities, judgements, costs and expenses of whatsoever kind which may accrue against the Corporation of the District of Maple Ridge, in consequent of and incidental to the granting of this permit, if issued.





**CORPORATION OF THE DISTRICT OF MAPLE RIDGE**  
 Business Licensing, Permits, and Bylaws - Phone 467-7311, Fax 467-7461

**24 HOUR INSPECTION LINE - 604-467-7380**

(3.00 pm is the cut-off time for next day inspections)

**Permit Number: 2010-127999-000-00-BG**

Building Permit/Townhouse/New

Construction Location: 23986 104 AVE  
 23986 104 AVE Unit BLK 8, U 6-10

Property Roll: 84 16503020 Legal Description: Lot: A Plan: BCP45801

Structural Engineer: ENNOVA STRUCTURAL ENGINEERS INC \*ANDREW MCLELLAN\* Phone: (604) 255-7670

Architect: AQUA-COAST ENGINEERING LTD \*A. A. MACLELLAN\* et al Phone: (604) 948-0958

Zone: RM-1

**BLOCK 8 UNITS 10,9,8,7,6(formerly 29,30,31,32,33) (PHASE 2)**  
 3 Storey, 5 Townhouse Units

Separate plumbing, electrical, gas & sprinkler permits are required. R/C - Drainage system. See approved civil plans for location of storm tech system. Field review & schedule CB's for architectural, structural, mechanical, plumbing, electrical & geotechnical are to be provided by P. Eng 's prior to final.

**Details:**

Description	Value	Description	Value
Sprinkler Drawings Received?	Yes	Sprinkler Schedule B Received?	Yes
Number of stories	3	Floor area of 1st floor	3708.03
Floor area of 2nd floor	3699.21	Area of all Finished Floors	8,564
Area of Basement to be Finished	1,156	Area of Built in Garage	2,563
Area of uncovered Sundeck/Patio	512	Area of cov'd Deck, Porch/Veranda	96
Underground Electrical Duct?	No	Is this a complex building?	No
Is Use Permitted?	Yes	Survey Required	Yes
CB req'd for Architectural?	Yes	CB req'd for Structural?	Yes
CB req'd for Mechanical?	Yes	CB req'd for Plumbing?	Yes
CB req'd for Fire Suppression?	Yes	CB req'd for Sprinklers?	Yes
CB req'd for Electrical?	Yes	CB req'd for Geotechnical?	Yes
Health Department Notified?	No	Plan Checked Construction Value	\$813,489.45
Tree Permit Required	No	BC Building Code Year	2006 Part 10
Septic Filing Received?	Not Applicable		

Name of Owner or Agent (Please Print) \_\_\_\_\_

Date \_\_\_\_\_

Signature of Owner or Agent \_\_\_\_\_

Issued By \_\_\_\_\_

Issue Date: Feb 23, 2012

Expiry Date: Feb 22, 2014

If the permit applied for is granted, I agree to conform to all requirements of the Maple Ridge Building Bylaw and the B.C. Building Code and Statutes in force in the Corporation of the District of Maple Ridge and to indemnify and release the Corporation from all claims, liabilities, judgements, costs and expenses of whatsoever kind which may accrue against the Corporation of the District of Maple Ridge, in consequence of and incidental to the granting of this permit, if issued.



# CORPORATION OF THE DISTRICT OF MAPLE RIDGE

Business Licensing, Permits, and Bylaws · Phone: 467-7311, Fax: 467-7461

24 HOUR INSPECTION LINE - 604-467-7380

(3 00 pm is the cut-off time for next day inspections)

Permit Number: 2010-128000-000-00-BG

Building Permit/Townhouse/New

Construction Location: 23986 104 AVE  
23986 104 AVE Unit BLK 9, U 1-5

Contractor Name: SPENCER BROOK ESTATES LTD TO Phone: (604) 467-3676

Property Roll: 8416503020

Legal Description: Lot: A Plan: BCP45801

Structural Engineer: ENNOVA STRUCTURAL ENGINEERS INC \*ANDREW MCLELLAN\* Phone: (604) 255-7670

Architect: AQUA-COAST ENGINEERING LTD \*A.A. MACLELLAN\* et al Phone: (604) 948-0958

Zone: RM-1

BLOCK 9, UNITS 5,3,4,2,1 (34,35,36,37,38 (PHASE 1)

3 Storey, 5 Townhouse Units

Separate plumbing, electrical, gas & sprinkler permits are required. R/C - Drainage system. See approved civil plans for location of storm tech system. Field review & schedule CB's for architectural, structural, mechanical, plumbing, electrical & geotechnical are to be provided by P. Eng.'s prior to final.

### Details:

Description	Value	Description	Value
Sprinkler Drawings Received?	Yes	Sprinkler Schedule B Received?	Yes
Number of stories	3	Floor area of 1st floor	2601 74
Floor area of 2nd floor	3956.54	Area of all Finished Floors	9,249
Area of Basement to be Finished	2,690	Area of Built in Garage	1,500
Area of uncovered Sundeck/Patio	548	Area of cov'd Deck,Porch/Veranda	616
Underground Electrical Duct?	No	Is this a complex building?	No
Is Use Permitted?	Yes	Survey Required	Yes
CB req'd for Architectural?	Yes	CB req'd for Structural?	Yes
CB req'd for Mechanical?	Yes	CB req'd for Plumbing?	Yes
CB req'd for Fire Suppression?	Yes	CB req'd for Sprinklers?	Yes
CB req'd for Electrical?	Yes	CB req'd for Geotechnical?	Yes
Health Department Notified?	No	Plan Checked Construction Value	\$814,451 65
Tree Permit Required	No	BC Building Code Year	2006 Part 10
Septic Filing Received?	Not Applicable		

Name of Owner or Agent (Please Print)

Date

Signature of Owner or Agent

Issued By

Issue Date: Sep 30, 2011

Expiry Date: Sep 29, 2013

If the permit applied for is granted, I agree to conform to all requirements of the Maple Ridge Building Bylaw and the B.C. Building Code and Statutes in force in the Corporation of the District of Maple Ridge and to indemnify and release the Corporation from all claims, liabilities, judgements, costs and expenses of whatsoever kind which may accrue against the Corporation of the District of Maple Ridge, in consequent of and incidental to the granting of this permit, if issued





# CORPORATION OF THE DISTRICT OF MAPLE RIDGE

Business Licensing, Permits, and Bylaws - Phone: 467-7311, Fax: 467-7461

24 HOUR INSPECTION LINE - 604-467-7380

(3:00 pm is the cut-off time for next day inspections)

Permit Number: 2010-128001-000-00-BG

Building Permit/Townhouse/New

Construction Location: 23986 104 AVE  
23986 104 AVE Unit BLK 10, U.31-32

Contractor Name: SPENCER BROOK ESTATES LTD. TQ: Phone: (604) 341-9945

Property Roll: 8416503020 Legal Description: Lot: A Plan: BCP45801

Structural Engineer: FNNOVA STRUCTURAL ENGINEERS INC \*ANDREW MCLELLAN\* Phone: (604) 255-7670

Architect: AQUA-COAST ENGINEERING LTD \*A.A. MACLELLAN\* et al Phone: (604) 948-0958

Zone: RM-1

Needs Business Lic/Im

BLOCK 10, UNITS 31 & 32 (formerly 39 & 40) (PHASE 3)

3 Storey Duplex

Jan 29/13: Latecomer Fees to be collected before BP 10-128001 or 10-127995 are issued/imc

Separate plumbing, electrical, gas & sprinkler permits are required. Field review & schedule CB's for architectural, structural, mechanical, plumbing, electrical & geotechnical are to be provided by P. Eng.'s prior to final.

### Details:

Description	Value	Description	Value
Sprinkler Drawings Received?	Yes	Sprinkler Schedule B Received?	Yes
Number of stories	3	Underground Parking?	No
Floor area of 1st floor	1660.34	Floor area of 2nd floor	1643.34
Area of all Finished Floors	4,332	Area of Basement to be Finished	1,028
Area of Built in Garage	785	Area of uncovered Sundeck/Patio	210
Area of cov'd Deck, Porch/Veranda	70	Underground Electrical Duct?	No
Is this a complex building?	No	Is Use Permitted?	Yes
Survey Required	Yes	CB req'd for Architectural?	Yes
CB req'd for Structural?	Yes	CB req'd for Mechanical?	Yes
CB req'd for Plumbing?	Yes	CB req'd for Fire Suppression?	Yes
CB req'd for Sprinklers?	Yes	CB req'd for Electrical?	Yes
CB req'd for Geotechnical?	Yes	Health Department Notified?	No
Plan Checked Construction Value	\$380,213.20	Tree Permit Required	No
BC Building Code Year	2006 Part 10	Septic Filing Received?	Not Applicable

Name of Owner or Agent (Please Print)

Date

Signature of Owner or Agent

Issued By

Issue Date: Feb 22, 2013

Expiry Date: Feb 22, 2015

If the permit applied for is granted, I agree to conform to all requirements of the Maple Ridge Building Bylaw and the B.C. Building Code and Statutes in force in the Corporation of the District of Maple Ridge and to indemnify and release the Corporation from all claims, liabilities, judgements, costs and expenses of whatsoever kind which may accrue against the Corporation of the District of Maple Ridge, in consequence of and incidental to the granting of this permit, if issued.

**SCHEDULE H**

**REVISED CONTRACT OF PURCHASE AND SALE**





BRITISH COLUMBIA  
REAL ESTATE  
ASSOCIATION



THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

## CONTRACT OF PURCHASE AND SALE

PREPARED BY: RE/MAX LifeStyles Realty DATE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PC: \_\_\_\_\_ PHONE: \_\_\_\_\_  
PER: \_\_\_\_\_ MLS@ NO: \_\_\_\_\_

SELLER: <u>Spencer Brook Estates Ltd.</u>	BUYER: _____
SELLER: _____	BUYER: _____
ADDRESS: <u>4038-200B Ave</u>	ADDRESS: _____
_____	_____
<u>Langley</u> PC: <u>V3A 1N9</u>	PC: _____
PHONE: _____	PHONE: _____
RESIDENT OF CANADA <input checked="" type="checkbox"/> NON-RESIDENT OF CANADA <input type="checkbox"/>	OCCUPATION: _____
as defined under the <i>Income Tax Act</i> .	

### PROPERTY:

23986-104 Ave

UNIT NO.	ADDRESS OF PROPERTY	POSTAL CODE	PID
	<u>Maple Ridge, BC</u>		<u>028-305-213</u>
	<u>CITY/TOWN/MUNICIPALITY</u>	<u>Lot A, Pl Bcp 45801, D1 405 ,LD 36</u>	
	<u>LEGAL DESCRIPTION</u>		

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

- PURCHASE PRICE:** The purchase price of the Property will be \_\_\_\_\_  
\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_ (Purchase Price)
- DEPOSIT:** A deposit of \$ \_\_\_\_\_ which will form part of the Purchase Price, will be paid on the following terms:  
within 24 hours of final subject removal by way of certified cheque or bank draft.

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to ReMax LifeStyles Realty and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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INITIALS

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

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

**4. COMPLETION:** The sale will be completed on \_\_\_\_\_, yr. \_\_\_\_\_ (Completion Date) at the appropriate Land Title Office.

**5. POSSESSION:** The Buyer will have vacant possession of the Property at 11:59 \_\_\_\_\_ a.m. on \_\_\_\_\_, yr. \_\_\_\_\_ (Possession Date) OR, subject to the following existing tenancies, if any:  
vacant \_\_\_\_\_

**6. ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of \_\_\_\_\_, yr. \_\_\_\_\_ (Adjustment Date).

**7. INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

Fridge, Stove, Dishwasher, Washer & Dryer, Microwave, Blinds, Garage Door Opener + remote

**BUT EXCLUDING:** \_\_\_\_\_  
\_\_\_\_\_

**8. VIEWED:** The Property and all Included Items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on \_\_\_\_\_ yr. \_\_\_\_\_

**9. TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.

**10. TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

**11. DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

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INITIALS





PROPERTY ADDRESS

- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
  - A. for all purposes consistent with the transaction contemplated herein;
  - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
  - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
  - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

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INITIALS

**20. AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an Agency relationship with  
RE/MAX LifeStyles Realty + ReMax Treeland Realty and Ron Antalek and Will Remple  
BROKERAGE LICENSEE

B. the Buyer has an Agency relationship with  
\_\_\_\_\_ and \_\_\_\_\_  
BROKERAGE LICENSEE

C. the Buyer and the Seller have consented to a limited dual agency relationship with  
\_\_\_\_\_ and \_\_\_\_\_  
BROKERAGE LICENSEE  
LICENSEE

having signed a Limited Dual Agency Agreement dated \_\_\_\_\_



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

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

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



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

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

<u>X</u>	_____	
WITNESS	BUYER	PRINT NAME
<u>X</u>	_____	
WITNESS	BUYER	PRINT NAME

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

Seller's acceptance is dated \_\_\_\_\_, yr. \_\_\_\_\_

<u>X</u>	_____		Spencer Brook Estates Ltd.
WITNESS	SELLER		PRINT NAME
<u>X</u>	_____		_____
WITNESS	SELLER		PRINT NAME



BC REAL ESTATE ASSOCIATION



THE CANADIAN BAR ASSOCIATION  
British Columbia Branch

# CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS# NO.:

DATE: October 25, 2011

PAGE 5 of 8 PAGES

RE: ADDRESS: 23986-104 Ave

Maple Ridge, BC

LEGAL DESCRIPTION: Lot A, Pl Bcp 45801, D1 405 ,LD 36

PID: 028-305-213

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

MADE BETWEEN

AS BUYER, AND

Spencer Brook Estates Ltd.

AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

It is a fundamental term of this contract that the Seller must have finished all work, and delivered to the Buyer by the Completion Date, a conditional or unconditional Municipal/City/Regional District Occupancy Certificate or other evidence satisfactory to the Buyer that construction is finished.

The Buyer and an authorized technical representative of the Seller together will conduct a walk-through inspection of the property no later than 5 days before the Completion Date. The Parties will, immediately after completion of the walk-through inspection, complete a deficiency list of mutually agreed upon items to be remedied by the Seller. Any dispute concerning completion of deficiencies will be settled by a representative of the warranty company.


The Buyer's lawyer/notary will hold back from the sale proceeds an amount equal to 7% of the gross purchase price and forward to the Seller's lawyer to be held in trust for 55 days from the completion date. The Buyer's notary/lawyer will do a title search for Builders liens and advise the Seller by the 56th day of any liens. In the event the Seller's lawyer is not notified by the 57th day then this holdback shall be released to the Seller in full.


The Buyer's notary/lawyer will be responsible for and will pay the cost to deliver purchase proceeds to the Seller's lawyer.

Subject to the Buyer obtaining independent HST, accounting and legal advise concerning this contract by \_\_\_\_\_ This condition is for the sole benefit of the Buyer.


The Buyer confirms that he or she is purchasing the property for use as a principal residence or that of a qualified relative, and hereby is entitled to the HST New Housing Rebate. The Seller and Buyer agree that the purchase price includes HST based on the Buyer assigning any applicable Rebate to the Seller, and that the price reflects the credit given by the Seller to the Buyer for this assignment. The price includes HST payable by the Seller and net of any applicable Rebate. The Buyer hereby assigns the Rebate, if any, to the Seller, and agrees to sign the Rebate application and any other documents necessary to have the Rebate paid or credited to the Seller. If the Buyer is not entitled to the Rebate for any reason, he/she shall immediately remit the amount claimed to Canada Revenue Agency, and/or indemnify the Seller for the loss of the Rebate. The Seller is relying on the Buyer's declaration of entitlement to the Rebate and shall not be responsible if the claim is disallowed.

The Seller is to include the HST in the purchase price of the property. The Buyer will execute all documentation necessary to assign the Rebate to the Seller on Completion. The Buyer will occupy the premises.

X WITNESS BUYER  PRINT NAME

X WITNESS BUYER  PRINT NAME

X WITNESS SELLER  Spencer Brook Estates Ltd. PRINT NAME

X WITNESS SELLER  PRINT NAME

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BCCONDOS.NET



**CONTRACT OF PURCHASE AND SALE ADDENDUM**

MLS® NO.:

DATE: October 25, 2011

PAGE 6 of 8 PAGES

RE: ADDRESS: 23986-104 Ave

Maple Ridge, BC

LEGAL DESCRIPTION: Lot A, Pl Bcp 45801, D1 405, LD 36

PID: 028-305-213

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

MADE BETWEEN

AS BUYER, AND

Spencer Brook Estates Ltd.

AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Subject to the Buyer confirming by \_\_\_\_\_ that the seller is duly licensed pursuant to the Homeowner Protection Act and that the mandatory warranty insurance pursuant to that Act is in place. This condition is for the sole benefit of the Buyer.

Subject to a new first mortgage being made available to the Buyer by \_\_\_\_\_, This condition is for the sole benefit of the Buyer.

The Buyer has received the Disclosure Statement dated \_\_\_\_\_, and all amendments to the Disclosure Statement if any prior to signing this contract. SCHEDULE "B"

The Buyer agrees to assign the British Columbia Provincial Sales Tax (PST) Transitional New Housing Rebate to the Seller.

The Buyer is aware of the Property Transfer Tax of 1% of the 1st \$200,000 + 2% of the balance of the purchase price.

The Buyer represents to the Seller, upon which representation the Seller has relied, in accepting the Buyer's offer, that the Buyer is purchasing the Strata Lot for other than short term, speculative purposes. The Buyer agrees not to list for sale, advertise for sale, entertain any offers to sell, sell or assign the Buyer's interest under this Agreement, or in the Strata Lot nor directly or indirectly permit any third party to list or advertise the Strata Lot for sale at any time until after the Completion Date without prior written consent of the Seller, which consent may be arbitrarily withheld. The Seller shall not be required to comply with any direction delivered to the Seller by the Buyer requiring that the Seller convey the Strata Lot on the Completion Date to a person other than the Buyer unless the Seller has given its prior written consent to an assignment of the Agreement to such person.

The Buyer has received and signed the Disclosure of Interest in Trade prior to signing of this contract.

The Seller reserves the right to change the Completion, Possession, and Adjustment dates up to an additional 30 (thirty) days should the strata plan not be registered.

X WITNESS BUYER PRINT NAME

X WITNESS BUYER PRINT NAME

X WITNESS SELLER Spencer Brook Estates Ltd. PRINT NAME

X WITNESS SELLER PRINT NAME

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# CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS# NO.:

DATE: October 25, 2011

PAGE 7 of 8 PAGES

RE: ADDRESS: 23986-104 Ave

Maple Ridge, BC

LEGAL DESCRIPTION: Lot A, Pl Bcp 45801, D1 405 ,LD 36

PID: 028-305-213

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

MADE BETWEEN

AS BUYER, AND

Spencer Brook Estates Ltd.

AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

### SCHEDULE "B"

The finishing shall be as per # -23986-104 Ave, Maple Ridge.

The color scheme shall be as per # -23986-104 Ave, Maple Ridge

The color scheme for cabinets and counter tops shall be as per # -23986-104 Ave, Maple Ridge

### Purchase Price includes the following:

1 Fridge -

1 Range -

1 Dishwasher -

1 OTR Microwave -

1 Washer and Matching Electric Dryer -

2' inch faux wood blinds on most windows similar to # -23986-104 Ave, Maple Ridge

X  
WITNESS

BUYER



PRINT NAME

X  
WITNESS

BUYER



PRINT NAME

X  
WITNESS

SELLER



Spencer Brook Estates Ltd.

PRINT NAME

X  
WITNESS

SELLER



PRINT NAME

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**CONTRACT OF PURCHASE AND SALE ADDENDUM**

MLS® NO.:

DATE: October 25, 2011

PAGE 8 of 8 PAGES

RE: ADDRESS: 23986-104 Ave

Maple Ridge, BC

LEGAL DESCRIPTION: Lot A, Pl Bcp 45801, D1 405 ,LD 36

PID: 028-305-213

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED

MADE BETWEEN

AS BUYER, AND

Spencer Brook Estates Ltd.

AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. The Completion Date set out in Section 4 of the Contract may be extended at the Seller's sole discretion provided the Seller will give the Buyer not less than 15 days written notice of any adjustments to the Completion Date (the "Notice") addressed to the Buyer or its solicitor or notary (the "Buyer's Solicitor"), and:

a. delivered to the Buyer's address as set out in the Contract, which Notice will be deemed to have been received by the Buyer on the date of delivery thereof; or

b. mailed by prepaid registered mail, which Notice will be deemed to have been received by the Buyer on the 4th day after mailing thereof; or

c. by facsimile transmission, which Notice will be deemed to have been received on the date the facsimile transmission was sent;

specifying the revised date, which will be the Completion Date (the "Completion Date"); PROVIDED that such revised Completion Date will not be extended by more than 120 days from the original Completion Date noted in Section 3 of the Contract. The Completion Date may be extended further for a period equivalent to the amount of time lost in completion of construction of the Strata Lot by reason of unforeseen circumstances including, without limitation, time lost from earthquake, strikes, lockouts, climatic conditions, act of governmental authorities, inability to obtain or delay in obtaining labour, materials, or equipment, flood, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, fire, explosion or accident however cause, interference by the Buyer, acts of God, or any other circumstances whatsoever beyond the exclusive control of the Seller (the "Outside Date"). If the Completion Date has not occurred by the Outside Date, then either party may by written notice to the other, cancel the Contract whereupon the Buyer will be entitled to repayment of the First Deposit and Second Deposit and both parties will be released from their obligations thereunder.

X WITNESS BUYER PRINT NAME

X WITNESS BUYER PRINT NAME

X WITNESS SELLER Spencer Brook Estates Ltd. PRINT NAME

X WITNESS SELLER PRINT NAME



### YOUR RELATIONSHIP WITH A REALTOR®

Buying, selling or leasing real estate is probably the most important and potentially rewarding financial transaction you'll make in your life. So it is a good idea to take a moment and consider the kind of relationship you might be entering into with a REALTOR®. The more you know, the more satisfied you will be with the results.

REALTORS®, Brokerages and real estate boards need to collect, use and disclose some personal information to help you sell, buy or lease real estate.

### THE AGENCY RELATIONSHIP

REALTORS® work within a legal relationship called agency. The agency relationship exists between you, the principal, and your Brokerage, the company under which the individual who is representing you, is licensed. The essence of the agency relationship is that the Brokerage has the authority to represent the principal in dealings with others.

Brokerages and their Licensees are legally obligated to protect and promote the interests of their principals as they would their own. Specifically, the Brokerage has the following duties:

- 1) **Undivided loyalty.** The Brokerage must protect the principal's negotiating position at all times, and disclose all known facts which may affect or influence the principal's decision.
- 2) **To obey all lawful instructions** of the principal.
- 3) **An obligation to keep the confidences** of the principal.
- 4) **To exercise reasonable care and skill** in performing all assigned duties.
- 5) **To account for all money and property** placed in a Brokerage's hands while acting for the principal.

You can expect competent service from your Brokerage, knowing that the company is bound by ethics and the law to be honest and thorough in representing a property listed for sale or lease. Both buyer/tenant and seller/landlord can be represented by their own Brokerages in a single transaction.

### DUAL AGENCY

Dual agency occurs when a Brokerage is representing both the buyer/tenant and the seller/landlord in the same transaction. Since the Brokerage has promised a duty of confidentiality, loyalty and full disclosure to both parties simultaneously, it is necessary to limit these duties in this situation, if both parties consent.

If you find yourself involved in a dual agency relationship, before making or receiving an offer, both you and the other party will be asked to consent, in writing, to this new limited agency relationship.

This relationship involves the following limitations:

- a) The Brokerage will deal with the buyer/tenant and the seller/landlord impartially;
- b) **The Brokerage will have a duty of disclosure to both the buyer/tenant and the seller/landlord except that:**
  - i) the Brokerage will not disclose that the buyer/tenant is willing to pay a price or agree to terms other than those contained in the offer, or that the seller/landlord is willing to accept a price or terms other than those contained in the listing;
  - ii) the Brokerage will not disclose the motivation of the buyer/tenant to buy or lease or the seller/landlord to sell or lease unless authorized by the buyer/tenant or the seller/landlord;
  - iii) the Brokerage will not disclose personal information, not otherwise necessarily disclosed in the transaction documentation, about the buyer/tenant or seller/landlord to the other party unless authorized in writing.
- c) The Brokerage will disclose to the buyer/tenant defects about the physical condition of the property known to the Brokerage.

### WHEN THERE IS NO AGENCY RELATIONSHIP

You may also choose to use the services of a REALTOR® without having any kind of agency relationship. This might occur, for example, when you are being shown a property by the seller/landlord's agent.

The REALTOR® you choose to work with in this manner has a legal and ethical duty to provide you with accurate, honest answers to your questions and may provide all these services:

- Explain real estate terms and practices
- Provide and explain forms used
- Assist you in screening and viewing properties
- Inform you of lenders and their policies
- Identify and estimate costs involved in a transaction
- Assist you in establishing your range of affordability
- Prepare offers or counter-offers at your direction
- Present all offers promptly

A REALTOR® who is not your agent cannot:

- Recommend or suggest a price
- Inform you of his/her principal's top/bottom line
- Disclose any confidential information about his/her principal unless otherwise authorized

You should not provide a REALTOR® who is not your agent with any information that you would not provide directly to his or her principal.

### YOUR RESPONSIBILITIES AS A BUYER/TENANT OR A SELLER/LANDLORD

As a buyer/tenant or a seller/landlord, you should:

- Carefully read all documents and understand what you are signing.
- If you need special or expert advice, seek other professionals such as lawyers, notaries, accountants, home inspectors, contractors, engineers and surveyors.

### AGENCY ACKNOWLEDGEMENT

Agency acknowledgement clauses such as the following will be used in the Contract of Purchase and Sale or the Offer to Lease:

The seller/landlord has an agency relationship with

\_\_\_\_\_ (Brokerage) and

\_\_\_\_\_ (Licensee)

The buyer/tenant has an agency relationship with

\_\_\_\_\_ (Brokerage) and

\_\_\_\_\_ (Licensee)

The buyer/tenant and the seller/landlord have consented to a limited dual agency relationship with

\_\_\_\_\_ (Brokerage)

\_\_\_\_\_ (Licensee)

and \_\_\_\_\_ (Licensee)

having signed a Limited Dual Agency Agreement dated

\_\_\_\_\_, yr. \_\_\_\_\_

Members of the public are aware that in most cases properties offered for sale or lease by members of the real estate profession have a commission or fee that the seller/landlord has agreed to pay to the Listing Brokerage.

The Listing Brokerage traditionally shares this commission/fee with the Cooperating Brokerage. Commission and fee may vary.

**PRIVACY**

REALTORS®, Brokerages and real estate boards need to collect, use and disclose some personal information to help you sell, buy or lease real estate. We respect your privacy and want to ensure you understand how and why your information is collected, used and disclosed in a real estate transaction.

**How is my personal information collected?** Most personal information will be collected directly from you through the contracts and other documents you fill out (e.g., Multiple Listing Contract, Contract of Purchase and Sale, Offer to Lease, seller's Property Disclosure Statement) and through discussions you have with your REALTOR®. Some information may be collected from other sources such as government departments and agencies (e.g., Land Title Offices, BC Assessment), financial institutions and mortgage brokers.

**To whom may my personal information be disclosed?** Your information may be disclosed to (or may be accessible by) the Boards and their staff and members, other real estate boards and their staff and members, other REALTORS® and their clients, government departments and agencies, financial institutions, legal advisors, service providers, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and members of the public, for the purposes described below.

Not all of your information will be accessible to each of the above-mentioned entities. For example, once the listing term has ended, the general public will not have access to your information unless it is otherwise available through public registries (e.g., BC Assessment, Land Title Offices).

**PURPOSES FOR COLLECTING, USING AND DISCLOSING PERSONAL INFORMATION**

**Why is my personal information collected, used and disclosed?** Your information may be collected, used and disclosed for some or all of the following purposes:

- a) To allow members of real estate boards (including REALTORS® and appraisers) to appraise your property.
- b) To list your property with the Multiple Listing Service® In order to market your property.
- c) To market your property for sale or lease through any other media (both print and electronic).
- d) To help you locate a suitable property to purchase or lease.
- e) To facilitate the purchase and sale or lease transaction (by cooperating with financial institutions, legal advisors and government departments and agencies).
- f) To allow the Boards and other real estate boards and their members (including REALTORS® and appraisers) to compile current and historical statistics on sales and property prices and lease rates, and to conduct comparative market analyses. Information about your property will be retained in the Multiple Listing Service® for these purposes after your property has sold or leased or your listing has expired (if you are a seller/landlord) and after you have purchased or leased your property (if you are a buyer/tenant).
- g) To enforce codes of professional conduct and ethics for members of real estate boards (by cooperating with real estate boards, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and other regulatory bodies).
- h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned collections, uses and disclosures are a necessary part of your relationship with your REALTOR®.

**Will my personal information be collected, used and disclosed for any other purposes?** Your information may also be collected, used and disclosed for the following additional purposes:

- a) Your REALTOR® may communicate with you in future to determine whether you require additional real estate services.
- b) Your REALTOR® may communicate with you to provide information about other products or services which may interest you.
- c) Other REALTORS® may communicate with you to determine whether you require additional real estate services.
- d) The Boards, other real estate boards and their members, and survey firms on their behalf, may communicate with you to determine if you wish to participate in customer satisfaction

surveys and other surveys.

These additional purposes are optional. If you do not want your personal information disclosed or used for these purposes, please contact the Board's privacy officer. Contact information for all real estate boards within BC can be found at the British Columbia Real Estate Association (BCREA) website: www.bcrea.bc.ca or telephone 604.683.7702.

**DEFINITIONS**

The **Brokerage** is the real estate company under which the individual is licensed.

The **Licensee** is the managing broker, associate broker and/or representative of a Brokerage.

**REALTOR®** is often used interchangeably with licensee, real estate agent or representative and, in BC, is licensed under the *Real Estate Services Act*. A Licensee can use the term REALTOR® if he/she belongs to a local real estate board or association that enforces a strict Code of Ethics.

The **Boards** are the real estate boards and associations in whose jurisdiction the property is located and/or of which the Brokerage or the REALTOR® is a member. They are boards and associations which assist REALTORS® to market, sell or lease real estate. The Boards also provide ongoing training for their members, enforce ethical standards and help resolve disputes between members and the public.

The **Multiple Listing Service®** is a computerized database of real estate listings and sales. It is operated by the Boards in conjunction with other real estate boards and The Canadian Real Estate Association. **Personal Information** means any personal information about you, including your name, address, phone number, financial information and may include information about your property (such as listing and selling price, lease rate, listing term, etc.).

The **buyer/tenant** is often referred to as the purchaser.

The **seller/landlord** is often referred to as the vendor.

The **principal** is someone who has engaged a Brokerage to act for and on his or her behalf either to buy, sell or lease real estate.

The **landlord** is often referred to as the lessor.

The **tenant** is often referred to as the lessee.

This brochure has been designed to explain various types of agency relationships, the collection, use and disclosure of personal information, and to help you understand what it all means. If you are still unclear about these concepts, feel free to seek legal counsel.

I acknowledge having received and read the brochure *Working With a REALTOR®*. I understand the various types of relationships that may occur between myself and a REALTOR®.

I consent to the Boards, other real estate boards, the Brokerage and the Licensee collecting, using and disclosing personal information for the purposes (and to the recipients) described in the brochure.

I further understand that I will be signing additional documentation acknowledging the type of agency that I receive and consenting to the collection, use and disclosure of personal information.

\_\_\_\_\_  
INDIVIDUAL OR COMPANY NAME (PRINT)

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
(COMPANY ONLY) AUTHORIZED SIGNATORY (PRINT)

\_\_\_\_\_, yr. \_\_\_\_\_  
DATED

ACKNOWLEDGED BY:

RE/MAX LifeStyles Realty

\_\_\_\_\_  
BROKERAGE (PRINT)

\_\_\_\_\_  
PER: LICENSEE'S SIGNATURE

\_\_\_\_\_  
LICENSEE (PRINT)



SECTION 5-11 OF THE REAL ESTATE COUNCIL RULES REQUIRES DISCLOSURE TO BE PRESENTED TO YOU BEFORE THE LICENSEE RECEIVES OR ANTICIPATES RECEIVING REMUNERATION, OTHER THAN ANY REMUNERATION PAID DIRECTLY BY YOU, THE CLIENT, AS A RESULT OF PROVIDING REAL ESTATE SERVICES TO YOU OR ON YOUR BEHALF.

"remuneration" includes any form of remuneration, including any commission, fee, gain or reward, whether the remuneration is received, or is to be received, directly or indirectly.

**PART A**

Notice to (name of client)

Street address of subject real estate

23986-104 Ave

Maple Ridge, BC

**PART B - DISCLOSURE**

I \_\_\_\_\_ am licensed under the *Real Estate Services Act* and I disclose to you that: (tick applicable box)  
(name of licensee)

My related brokerage RE/MAX LifeStyles Realty +ReMax Treeland Realty will receive or anticipates receiving  
(name of brokerage)  
a commission of 5.5% of the 1st \$100,000 + 2.5% of the balance  
(indicate amount or method of calculation)  
from 664190 BC Ltd  
(name of individual or organization)

I or my related brokerage \_\_\_\_\_ will receive or anticipates receiving remuneration in the form of or amount  
(name of brokerage)  
of \_\_\_\_\_ from \_\_\_\_\_ as a result of recommending or referring:  
(indicate form or amount of remuneration) (name of individual or organization)

you to the following individual or organization \_\_\_\_\_  
(name of individual or organization)

the following individual or organization \_\_\_\_\_ to you  
(name of individual or organization)

**PART C - SIGNATURES AND ACKNOWLEDGEMENT**

This disclosure is made to you in compliance with section 5-11 of the Council Rules under the *Real Estate Services Act*, at

Maple Ridge on \_\_\_\_\_  
(place) (date)

Name of Licensee \_\_\_\_\_ Signature of Licensee \_\_\_\_\_

**Acknowledgement and Receipt**

The undersigned acknowledges receipt of this Disclosure of Remuneration at \_\_\_\_\_ on \_\_\_\_\_  
(place) (date)

Signature of person/persons to whom disclosure has been made \_\_\_\_\_

**Mailing Address**

Real Estate Council of British Columbia  
Suite 900 - 750 West Pender Street  
Vancouver, BC Canada V6C 2T8

**Enquiries**

Tel: 604.683.9664 Toll-free: 1.877.683.9664 Fax: 604.683.9017  
www.recbc.ca

REV 07/2008

A COPY OF THIS DISCLOSURE IS NOT REQUIRED TO BE PROVIDED TO THE REAL ESTATE COUNCIL UNLESS IT IS SPECIFICALLY REQUESTED.

WEBForms™ Aug/2008

## CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

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

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. **READ IT CAREFULLY.** The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
  - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
  - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
  - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
  - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents **AT LEAST TWO DAYS** before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

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

4. **POSSESSION:** (Clause 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Clause 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Clause 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

**Costs to be Borne by the Seller**

Lawyer or Notary Fees and Expenses:  
 - attending to execution documents.  
 Costs of clearing title, including:  
 - discharge fees charged by encumbrance holders,  
 - prepayment penalties.  
 Real Estate Commission.  
 Harmonized Sales Tax.

**Costs to be Borne by the Buyer**

Lawyer or Notary Fees and Expenses:  
 - searching title,  
 - investigating title,  
 - drafting documents.  
 Land Title Registration fees.  
 Survey Certificate (if required).  
 Costs of Mortgage, including:  
 - mortgage company's Lawyer/Notary.

- appraisal (if applicable)  
 - Land Title Registration fees.  
 Fire Insurance Premium.  
 Sales Tax (if applicable).  
 Property Transfer Tax.  
 Harmonized Sales Tax.

7. **RISK:** (Clause 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves:
  - a house or other building under construction
  - a lease
  - a business
  - an assignment
  - other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.



**LIMITED DUAL AGENCY AGREEMENT**

(CONSENT TO BROKERAGE ACTING FOR BOTH BUYER/TENANT AND SELLER/LANDLORD AND TO LIMITING THE SCOPE OF THE AGENCY RELATIONSHIP)



BETWEEN: RE/MAX LifeStyles Realty  
 ("BROKERAGE")

UNIT ADDRESS CITY POSTAL CODE

AND: \_\_\_\_\_ AND: Spencer Brook Estates Ltd.  
 ("BUYER/TENANT") ("SELLER/LANDLORD")

\_\_\_\_\_ ("BUYER/TENANT") \_\_\_\_\_ ("SELLER/LANDLORD")

UNIT ADDRESS UNIT ADDRESS

4038-200B Ave  
Langley V3A 1N9

PROPERTY: 23986-104 Ave

UNIT NO. ADDRESS OF PROPERTY

Maple Ridge, BC

CITY/TOWN/MUNICIPALITY POSTAL CODE 028-305-213

Lot A, Pl Bcp 45801, DI 405 ,LD 36 PID

LEGAL DESCRIPTION

In order to facilitate the purchase and sale or lease of the Property, the Buyer/Tenant, the Seller/Landlord, and the Brokerage hereby acknowledge and agree each with the other as follows:

1. The Buyer/Tenant and the Seller/Landlord acknowledge and agree that it is not a breach of duty to either of them for the Brokerage to act as agent for both the Buyer/Tenant and the Seller/Landlord and they hereby authorize and consent to the Brokerage acting for both the Buyer/Tenant and the Seller/Landlord as a limited dual agent with respect to the purchase and sale or lease of the Property.
2. Any previous agreements entered into between the Brokerage and either the Buyer/Tenant or the Seller/Landlord and the agency duties created, and the services to be provided by such agreements, are hereby modified by this Agreement and shall continue in full force and effect except as modified herein. Without limiting the foregoing, the listing of the Property by the Brokerage shall continue until the expiration date set out in the listing contract entered into between the Seller and the Brokerage. In the event of conflict the provisions of this Agreement will apply.
3. The Buyer/Tenant and the Seller/Landlord acknowledge and agree that with respect to the purchase and sale or lease of the Property the Brokerage and its Licensees (as defined below) will be the agent for both the Buyer/Tenant and the Seller/Landlord and will represent both parties as a limited dual agent with the following changes and limitations to its duties as agent:
  - A. the Brokerage will deal with the Buyer/Tenant and the Seller/Landlord impartially;
  - B. the Brokerage will have a duty of disclosure to both the Buyer/Tenant and the Seller/Landlord except that:
    - (i) the Brokerage will not disclose that the Buyer/Tenant is willing to pay a price or agree to terms other than those contained in the Offer, or that the Seller/Landlord is willing to accept a price or terms other than those contained in the Listing;
    - (ii) the Brokerage will not disclose the motivation of the Buyer/Tenant to buy or lease or the Seller/Landlord to sell or lease unless authorized in writing by the Buyer/Tenant or the Seller/Landlord;
    - (iii) The Brokerage will not disclose personal information, not otherwise necessarily disclosed in the transaction documentation, about the Buyer/Tenant or Seller/Landlord to the other party unless authorized in writing.
  - C. without limiting Clause 3B, the Brokerage will disclose to the Buyer/Tenant defects about the physical condition of the Property known to the Brokerage.
4. The Buyer/Tenant and Seller/Landlord hereby consent to the collection, use and disclosure by the Brokerage, and by the managing broker(s), associate broker(s) and representative(s) of the Brokerage (collectively the "Licensee") noted below, and the real estate board in whose jurisdiction the Property is located and/or of which the Brokerage or Licensee is a member, of personal information about the Buyer/Tenant and Seller/Landlord
  - A. for all purposes related to the provision of real estate services by the Brokerage to the Buyer/Tenant and Seller/Landlord including but not limited to providing information to third parties including lawyers and notaries public, financial institutions, government departments and agencies and building inspectors;
  - B. for the purpose of placement in the database of a Multiple Listing Service\* of a real estate board, if the Property is listed on such Multiple Listing Service\*;
  - C. for compilation, retention and publication by such real estate board of any statistics including historical Multiple Listing Service\* data for use by persons authorized to use the Multiple Listing Service\* of such real estate board;
  - D. for such other purposes as are appropriate in connection with the listing, marketing, leasing and selling of real estate;
  - E. for enforcing codes of professional conduct and ethics for members of real estate boards;
  - F. for all other purposes authorized in this Contract; and
  - G. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.
5. This Agreement shall be effective on the date set out below.

SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ OF \_\_\_\_\_, yr. \_\_\_\_\_.

BUYER/TENANT'S SIGNATURE



BY SIGNING THIS CONTRACT THE BUYER/TENANT AND THE SELLER/LANDLORD ACKNOWLEDGE HAVING RECEIVED, READ AND UNDERSTOOD THE BROCHURE PUBLISHED BY THE BRITISH COLUMBIA REAL ESTATE ASSOCIATION ENTITLED *WORKING WITH A REALTOR®*.

BUYER/TENANT'S SIGNATURE



SELLER/LANDLORD'S SIGNATURE



WITNESS TO BUYER(S)/TENANT(S) SIGNATURE

SELLER/LANDLORD'S SIGNATURE



WITNESS TO SELLER(S)/LANDLORD(S) SIGNATURE

RE/MAX LifeStyles Realty  
 BROKERAGE ("PRINT")



Per: LICENSEE'S SIGNATURE

LICENSEE (PRINT)

ReMax Treeland Realty

Per: LICENSEE'S SIGNATURE

LICENSEE (PRINT)

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BRITISH COLUMBIA  
REAL ESTATE  
ASSOCIATION



THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

# CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.:

DATE:

PAGE \_\_\_\_ of \_\_\_\_ PAGES

RE: ADDRESS:

LEGAL DESCRIPTION:

PID:

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED  
MADE BETWEEN

AS BUYER, AND

AS SELLER AND COVERING

THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

## BC HST/PST TRANSITION PERIOD

Subject to the Buyer, on or before \_\_\_\_\_ obtaining the appropriate disclosure from the vendor with relation to the HST/PST transition period, as required in the CRA HST/PST bulletin #276 as follows:

1. the value of consideration for the housing as established for GST/HST purposes;
2. a statement as to whether the amount represented in the agreement as the purchase price includes any of the B.C. transition tax, the GST or the HST and, if the purchase price includes any such tax, a statement that identifies each such tax, the rate of the tax and the amount of the tax;
3. if a GST/HST new housing rebate, B.C. provincial new housing rebate or B.C. transition rebate has been taken into account in determining the amount payable to the vendor under the agreement, a statement that identifies each such rebate and the amount of the rebate;
4. a statement as to whether the supplier is a foreign supplier.
5. Notice to Purchaser as required under the act

The buyer is advised to seek independent legal and accounting advice pertaining to this contract of purchase of sale. This condition is for the sole benefit of the Buyer.

X  
WITNESS

BUYER



PRINT NAME

X  
WITNESS

BUYER



PRINT NAME

X  
WITNESS

SELLER



PRINT NAME

X  
WITNESS

SELLER



PRINT NAME

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