

# **CONSOLIDATED DISCLOSURE STATEMENT**

Dated July 14, 2020



## **PHASE 1B**

### **DEVELOPER**

**580049 B.C. LTD.**

**SUNSTONE RIDGE DEVELOPMENTS LTD.**

#### **Address for Service and Business Address**

1200 – 200 Burrard Street  
Vancouver, B.C.  
V7X 1T2

#### **Real Estate Brokerage**

Whistler Real Estate Company Ltd.  
17-4308 Main Street  
Whistler, B.C.  
V0N 1B4

The Developer reserves the right to use its own employees to market the subdivision lots being offered for sale pursuant to this Disclosure Statement. Any employees of the Developer who market the offered subdivision lots on behalf of the Developer may not be licensed under the *Real Estate Services Act* (British Columbia) and are not acting on behalf of the purchasers.

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

**This is a Consolidated Disclosure Statement filed pursuant to the *Real Estate Development Marketing Act*.**

**This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of \_\_\_\_\_, who has confirmed that fact by initialling the space provided here:**

\_\_\_\_\_  
**Purchasers Initials**

\_\_\_\_\_  
**Date**

## **RIGHT OF RESCISSION**

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

**A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to:**

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

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

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## **EXHIBITS**

Exhibit "A"	Subdivision Plan of the Lands
Exhibit "B"	Form 35 – Declaration of Statutory Building Scheme
Exhibit "C"	Design Guidelines
Exhibit "D"	Contract of Purchase and Sale

## 1. The Developer

### 1.1 Incorporation Information

The developer is comprised of Sunstone Ridge Developments Ltd. ("**Sunstone**") and 580049 B.C. Ltd. ("**580**") (Sunstone and 580 are collectively referred to as, the "**Developer**").

### 1.2 Purpose of Formation

Sunstone was created for the purpose of developing lands in Pemberton, BC, and was not created specifically for the purpose of developing the subdivision lots described in this Disclosure Statement. Sunstone has assets other than its interest in the Lands (as that term is defined in section 4.1 hereof).

580 was not created specifically for the purposes of acquiring and developing the subdivision lots described in this Disclosure Statement. 580 has assets other than its interest in the Lands.

### 1.3 Developer's Registered and Records Office

Sunstone's registered and records office is located at 1200 – 200 Burrard Street, Vancouver, BC V7X 1T2.

580's registered and records office is located at 215 – 8171 Cook Road, Richmond, BC V6Y 3T8.

### 1.4 Names of Directors Required to Sign

The directors of Sunstone are James Dales and Jeremy Turner, and the directors of 580 are Werner Biro and Rita Dyck and they are the only persons required to sign this Disclosure Statement by section 14 of the *British Columbia Real Estate Development Marketing Act* ("**REDMA**") and section 9 of the regulations passed thereunder.

### 1.5 Developer's Background

For the purposes of sections 1.5 and 1.6 of this Disclosure Statement, in accordance with Policy Statement 15 issued by the British Columbia Superintendent of Real Estate (the "**Superintendent**") pursuant to REDMA, a "principal holder" is defined to mean any person holding directly or indirectly more than 10% of any class of voting securities of the issuer of those securities.

#### (a) Experience

To the best of the Developer's knowledge, the Developer and its officers and directors have the following experience in the development industry:

Party	Year(s)	Nature and Extent of Experience (including types of previous development properties)
Sunstone	12	Sunstone has been involved in the design and development of a master planned community in Pemberton and is currently building out the first phase of its development which includes 39 single family lots.
James Dales	36	James Dales is a director of Sunstone. He has been in the civil works and contracting industry for approximately 36 years and successfully ran his own company. He has been involved in the planning of the Development.

Party	Year(s)	Nature and Extent of Experience (including types of previous development properties)
Jeremy Turner	13	Jeremy Turner is a director and the president of Sunstone. He has been involved in the planning of the Development. Past projects include a 24 lot subdivision in Pitt Meadows, BC.
Nyal Wilcox	21	Nyal Wilcox is an officer of Sunstone. As a former commercial real estate lawyer, he worked extensively with various developers on numerous projects. Since leaving the practice of law 12 years ago to go into private business he has overseen a small four lot subdivision in Port Coquitlam, BC, the acquisition of several commercial sites, the development of a seniors residence in Nanaimo, BC, and has been involved in the planning of the Development.
580	17	580 was involved in the development of 44 single family lots in Pemberton, BC, on lands adjacent to the Lands.
Werner Biro	40	Werner (Warren) Biro is a director and the secretary of 580. Warren is an experienced contractor and has been involved in construction for over 40 years. Various past projects include a 4 lot subdivision in Langley in 1986 and a 6 lot subdivision in Langley in 1995.
Rita Dyck	4	Rita Dyck is a director of 580. She worked in the dental industry for 20 years beginning in 1973. After that she entered into property management until she retired in 2015.

(b) Penalties and Sanctions

To the best of the Developer's knowledge, within the period of ten (10) years before the date of the Developer's declaration attached to this Disclosure Statement (the "**Developer's Declaration**"), neither the Developer nor any principal holder of the Developer, any director or officer of the Developer or a principal holder of the Developer, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

(c) Bankruptcy and Insolvency

To the best of the Developer's knowledge, within the period of five (5) years before the date of the Developer's Declaration, neither the Developer nor any principal holder of the Developer, any director or officer of the Developer or a principal holder of the Developer, has been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

(d) Other Developers

- (i) To the best of the Developer's knowledge, within the period of five (5) years before the date of the Developer's Declaration, no principal holder of the Developer, nor any director or officer of the Developer or a principal holder of the Developer has been a director, officer or principal holder of any other developer that, while such party was acting in that capacity, that other developer was subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease,

promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

- (ii) To the best of the Developer's knowledge, within the period of five (5) years before the date of the Developer's Declaration, no principal holder of the Developer, nor any director or officer of the Developer or principal holder has been a director, officer or principal holder of any other developer that, while such party was acting in that capacity, that other developer was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

## 1.6 Conflicts of Interest

To the best of the Developer's knowledge, except as disclosed in paragraph 3.1(f), there are no existing or potential conflicts of interest among the Developer, any directors, officers and principal holders of the Developer, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the development units in connection with the Development, which could reasonably be expected to affect a purchaser's purchase decision.

## 2. **General Description**

### 2.1 General Description of the Development

The Developer intends that the development known as "Sunstone Pemberton, Phase 1B" (the "**Development**") shall form part of a larger residential community (the "**Community**") to be developed over an unknown number of years on one or more parcels of land located in the Village of Pemberton, British Columbia (the "**Village**") that currently consists of approximately 274 acres. The Developer anticipates that the Community will include parks which will be owned and operated by the Village. It is not intended that there will be any arrangements for the sharing of costs or facilities between the Development and the balance of the Community.

The Developer has subdivided the Lands into twenty-four (24) lots (the "**Lots**") under Plan EPP96420 which has been fully registered with the Land Title Office, a copy of which is attached as Exhibit "A".

The Developer is marketing all of the Lots in this Disclosure Statement.

### 2.2 Permitted Use

The zoning applicable to the Lots is the Development and Subdivision Control Bylaw (see Zoning Bylaw No. 832, 2018 (the "**Zoning Bylaw**") for the Village), which zoning permits the construction of the Development and the use of the Lots for residential purposes.

The permissible uses of the Lots intended by the Developer are residential purposes and other purposes ancillary to residential purposes.

The zoning applicable to the Lots and the Development may permit other uses of the Lots, the Development and the Lots beyond those intended by the Developer and described above. Purchasers of Lots should determine whether their intended use of a Lot is permitted by the Zoning Bylaw. For more information, relating to the zoning applicable to the Lots, the Development and all permissible uses applicable to the Lots, purchasers are advised as follows:

- (a) A full copy of the Zoning Bylaw is available for viewing on the Village's website at <https://www.pemberton.ca/departments/development-services/zoning> and is subject to change by the Village. The Developer is expecting the Village to make certain changes to the zoning bylaw applicable to the Development to amend the language applicable to the presence of secondary suites in homes in the Development.
- (b) To purchase a copy of the Zoning Bylaw or for more information on the Zoning Bylaw and zoning in the Village, purchasers may contact the Village's Development Services Department at 604-894-6135.
- (c) The information provided above is current as of the date of this Disclosure Statement. Purchasers should be aware that the Village's website is updated from time to time and may, at any time, not be up to date. For up to date information or if the website or phone number provided above are not accurate, purchasers should contact the Village at 604-894-6135 and ask to speak with someone in Development Services.

## 2.3 Building Construction

Purchasers of Lots are responsible to review the bylaws, rules, regulations and other requirements of the Village and any other applicable governmental authorities with respect to the requirements for the approval of any construction proposed by the purchasers on the Lots, and the Developer will be under no obligation to the purchasers in connection therewith. Each purchaser of a Lot will be responsible for the construction of any improvements on the purchaser's Lot and payment of any fees or charges payable in connection with any construction on the Lots, including, but not limited to, building permit fees, plumbing permit fees, inspection fees, and connection fees for any services or utilities. A building permit is required from the Village in order to construct improvements upon a Lot and a purchaser of a Lot must make application for and obtain a building permit prior to the commencement of construction of an improvement on a Lot.

Construction of any improvement on the Lots will be regulated by a Statutory Building Scheme (the "**Statutory Building Scheme**") that will ensure compatible design elements to unify the exterior appearance of the buildings and the structures within the Development. The Statutory Building Scheme has been registered against titles to the Lots. The Statutory Building Scheme contains restrictions applicable to the construction of improvements on the Lots. A copy of the Statutory Building Scheme is attached hereto as Exhibit "B".

Prior to commencement of construction of any improvements on the Lots, plans and specifications must be submitted to the Developer (or other designate identified by the Developer) for approval pursuant to the Statutory Building Scheme and the purchaser will have to submit approval fees and deposits in accordance with the Statutory Building Scheme. The Statutory Building Scheme establishes the procedure for plan approval and requirements for such matters as building height, exterior colour and finishes, roof materials and treatments, landscaping, fencing, parking, driveways, building siting, lot clearing, tree cutting and the like.

The Statutory Building Scheme references a set of design guidelines (the "**Design Guidelines**") which are attached to this Disclosure Statement as Exhibit "C".

Prior to commencement of construction of any improvements on the Lots, each purchaser must submit plans and specifications to the Developer or designate identified by the Developer for approval pursuant to the Statutory Building Scheme and the purchaser shall be required to comply with the Design Guidelines established by the Developer and in effect from time to time. The Design Guidelines establish the procedure for plan approval and requirements for such matters as building height, exterior colour and finishes, roof materials and treatments, landscaping, fencing, parking, driveways, building siting, lot clearing and tree cutting and the like. The Design Guidelines also contain a requirement for the owner of a Lot to pay certain fees and/or deposits concurrently with submission of plans and specifications to secure compliance with the Statutory Building Scheme.

and the Design Guidelines, completion of construction of the purchaser's improvements on the Lot and completion of landscaping on the Lot within specified time frames as noted below.

Prospective purchasers should review the Statutory Building Scheme and Design Guidelines carefully in order to become fully familiar with the building restrictions applicable to the Lots. Purchasers are reminded that the Developer may amend the Design Guidelines from time to time and it is the purchaser's responsibility to ensure that it has the most current version of the Design Guidelines at the time the purchaser submits materials for approval pursuant to the Statutory Building Scheme.

### **3. Servicing Information**

#### **3.1 Utilities and Services**

Sunstone has installed water, sanitary sewer and storm sewer services to the lot lines of each Lot. Sunstone has installed ducts for the provision of hydro, cablevision and telephone services to the lot lines of each Lot (and the service providers will install their utility lines in such ducts, at the expense of the Lot owners). Hookup to the water and sanitary sewer services and installation of hydro, cablevision and telephone lines within such utilities ducts will be the responsibility of each Lot owner. All underground services, facilities and equipment required in connection with the provision of utilities and other services to the Lots will be owned by the applicable service providers.

Except as set out below, the following utilities and services have been, or will be, installed to the Lot line of each Lot at the expense of either Sunstone or the Lot owner, as set forth herein:

- (a) Water: The Development will be serviced with water from the Village and a water connection has been provided to each Lot. The owner of each Lot will be responsible for any connection fees payable to the Village.
- (b) Electricity: The Development will be serviced with electricity by British Columbia Hydro and Power Authority ("**BC Hydro**") and electrical service will be installed to each Lot. Each Lot will be separately metered for electricity. The owner of each Lot will be responsible for any fees for turning on or off such electricity service.
- (c) Sewerage: Sanitary sewers and facilities for storm water conveyance have been installed at the cost of the Developer in accordance with the requirements of the Village for the Development.
- (d) Natural Gas: The Development will not be serviced with natural gas.
- (e) Fire Protection: Fire protection for the Development is provided by the Village's Fire Department. The Development will be serviced with fire hydrants connected to the Village's water system, at the cost of the Developer.
- (f) Telephone: Telephone service will be underground and will be provided by Telus Communications (B.C.) Inc. ("**Telus**"), Shaw Cablesystems Company ("**Shaw**") or a private internet provider (which may be affiliated with the Sunstone) on application and on payment by an owner of the usual application, hook-up and usage charges. The owner of each Lot will be responsible for any fees for turning on or off such service.
- (g) Access: Access to the Development is by municipal road. The Developer has completed all curb and gutter work and has posted a bond with the Village to secure performance of any outstanding work.



#### 4. Title and Legal Matters

##### 4.1 Legal Description

The Lands are legally described as follows:

Parcel Identifier: 030-259-053  
Lot B District Lot 211 Lillooet District Plan EPP74427

(the "**Lands**")

A portion of the Lands has subsequently been subdivided into the Lots, which are legally described as follows:

Lots 1 – 24  
District Lot 211 Lillooet District Plan EPP96240.

##### 4.2 Ownership

580 is the registered and beneficial owner of the Lands and will remain the registered and beneficial owner of the Lands. Sunstone does not, and will not, have any ownership interest in the Lands but it has entered into a Land Development Agreement with 580 for the purpose of developing and subdividing the Lands as contemplated in this Disclosure Statement.

##### 4.3 Existing Encumbrances and Legal Notations

The Lands are subject to the following existing encumbrances and legal notations, all of which the Developer anticipates will be registered against titles to the Lots, except as noted below:

(a) There are no legal notations registered against titles to the Lots.

(b) Encumbrances:

(i) Undersurface Rights KD99112

This is a charge in favour of The Crown in Right of British Columbia under section 50 of the *Land Act* which reserves the rights to all mines and minerals, including all gas and petroleum, located under Lot 12 District Lot 211 Lillooet District Plan EPP96240 ("**Lot 12**") and restricts the use or extraction of these mines and minerals by the owner of Lot 12.

(ii) Mortgage CA5505723

This is a mortgage granted by 580 in favour of Feran Investments Ltd. (as to a 46.666% interest), Cook Place Apts. Ltd. (as to a 26.667% interest) and W. Biro Construction Ltd. (as to a 26.667% interest) (collectively, the "**Lenders' Charge**"). The Lenders' Charge will be discharged, insofar as it relates to any particular Lot, within a reasonable amount of time following the completion of the sale of such Lot.

(iii) Statutory Right of Way CA7789517 and Priority Agreement CA7789518

This statutory right of way is granted in favour of Sunstone with respect to Lot 12 which allows Sunstone the right to access Lot 12 for the purposes of installing, inspecting and repairing certain water and sewer works on Lot 12. Priority

Agreement CA7789518 grants Statutory Right of Way CA7789517 priority over the Lenders' Charge.

- (iv) Easement CA7789523 and Priority Agreement CA7789524

This easement is granted over Lot 12 in favour of Lot 11 District Lot 211 Lillooet District Plan EPP96240 ("**Lot 11**") to allow the owner of Lot 11 access to Lot 12 for the purposes of installing, inspecting and repairing certain storm and sanitary works. Priority Agreement CA7789524 grants Easement CA7789523 priority over the Lenders' Charge.

- (v) Statutory Right of Way CA7243289 and Priority Agreement CA7243291

This statutory right of way is granted in favour of BC Hydro and permits access to the Lots in order to install, operate, maintain, replace, upgrade and repair electrical utilities on and under the Lots. Priority Agreement CA7243291 grants Statutory Right of Way CA7243289 priority over the Lenders' Charge.

- (vi) Statutory Right of Way CA7243290 and Priority Agreement CA7243292

This statutory right of way is granted in favour of Telus and permits Telus to access the Lots in order to place, operate, repair, maintain and remove on and under the Lots one or more cables for telecommunications, data transmission, power and grounding, underground ducts, below-ground equipment enclosures and related work and additional ancillary rights to access, repair and service such works. Priority Agreement CA7243292 grants Statutory Right of Way CA7243290 priority over the Lenders' Charge.

- (vii) Easement CA7789525 and Priority Agreement CA7789526

This nuisance easement is granted in favour of the owner of Lot 8 District Lot 211 Lillooet District Plan EPP96240 (the "**Festival Lands**") located adjacent to the Lots to allow an outdoor music festival from time to time on the Festival Lands. The owner of the Lots is granting such easement and rights in relation to any noise, vibration, dust, lights or other actions or occurrences which may cause a nuisance in relation to any outdoor performance or festival which may be carried out on the Festival Lands. The owner further agrees not to make any claim or take any action against the owner of the Festival Lands in regards to the items listed in such easement. Priority Agreement CA7789526 grants Easement CA7789525 priority over the Lenders' Charge.

- (viii) Restrictive Covenant CA7789527, Priority Agreement CA7789528, Covenant CA7789529 and Priority Agreement CA7789530

This restrictive covenant is granted in favour of the British Columbia Railway Company ("**BCRC**") in which the owner of the Lots acknowledges that there are railway lands adjacent to or abutting the Lots (the "**Railway Lands**"). The owner of the Lots agrees not to use the Lots in any way that would adversely affect the lateral support or the stability of the slope between the Lots and the Railway Lands, nor the existing grades or the drainage patterns on or effecting the Railway Lands. The owner of the Lots also agrees not to object to the Railway Lands being used for railway purposes or to any noise and vibration or any other effect associated with such use. The owner of the Lots covenants to indemnify and save harmless BCRC in relation to any of the items listed in this restrictive covenant. Such restrictive covenant and covenant are to be assumed by way of written agreement

by any subsequent owner of one or more of the Lots, which written agreement must be delivered to BCRC once fully executed. Priority Agreement CA7789528 and Priority Agreement CA7789530 grant Restrictive Covenant CA7789527 and Covenant CA7789529 priority over the Lenders' Charge.

(ix) Statutory Building Scheme CA7789587

This statutory building scheme is the Statutory Building Scheme referenced in section 2.3 herein and attached as Exhibit "B" hereto.

4.4 Proposed Encumbrances

In addition to the encumbrances set out in section 4.3, the Developer expects the following legal notations and encumbrances to be registered against title to the Lots:

- (a) any and all such rights of way, easements, restrictive covenants, dedications and other rights or restrictions deemed necessary or advisable by the Developer or required by the Village, BC Hydro, Terasen, Telus, Shaw Cablesystems Company or any other applicable governmental authority, private or public utilities company;
- (b) *Intentionally deleted;*
- (c) *Intentionally deleted;*
- (d) *Intentionally deleted;*
- (e) such reciprocal easements over the Lands that may be required for access and utility servicing purposes prior to construction and completion of the Community; and
- (f) such mortgage security as the Developer, in its sole discretion, deems necessary for the construction of the Development, which such mortgage security the Developer will cause to be discharged in connection with the completion of the transfer of title each Lot upon the payment to the mortgagee(s) of the net sale proceeds from each such transfer.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation or liabilities in respect to the Development or against the Developer that may affect the Development of which the Developer is aware.

4.6 Environmental Matters

The Developer is not aware of any dangers relating to flooding, the condition of soil or subsoil or other environmental matters affecting the Development.

5. **Construction and Warranties**

5.1 Construction Dates

The actual dates for the commencement and completion of construction of the Development are as follows:

**Commencement of Construction**

March 1, 2018

**Completion of Construction**

October 3, 2019

For the purposes of this section 5.1 and in accordance with Policy Statement 3 issued by the Superintendent, the actual commencement date means the date of commencement of an improvement that is part of a Lot within the Development and the actual completion date means the date that the subdivision plan, as shown in Exhibit "A", was deposited at the Land Title Office.

## 5.2 Warranties

There will be no construction or other warranties provided by the Developer.

## 6. **Approvals and Finances**

### 6.1 Development Approval

The Developer has been issued a Tentative Approval Letter ("**TAL**") dated August 15, 2018 from an approving officer of the Village for the proposed subdivision to be created on the Lands, as well as a Development Permit with permit no.111. This satisfies the Developer's obligations under Policy Statement 5 issued by the Superintendent.

### 6.2 Construction Financing

The Developer has sufficient financing available from its own resources to constitute a "satisfactory financing commitment" for the construction of the Development (as defined in Policy Statement 6 issued by the Superintendent) but retains the right to elect to obtain additional third party financing in the future, which financing and security, if obtained, the Developer will cause to be discharged from title to any particular Lot conveyed to a purchaser within a reasonable time after receipt of the net sale proceeds from the purchaser of such Lot.

## 7. **Miscellaneous**

### 7.1 Deposits

All deposits and other money received from a purchaser of a Lot shall be held in trust by the Developer's solicitors, Bell Alliance LLP, in the manner required by the REDMA and the *British Columbia Real Estate Service Act*.

### 7.2 Purchase Agreement

- (a) The Contract is attached hereto as Exhibit "D". Pursuant to the terms of the Land Development Agreement made between Sunstone and 580, Sunstone is named as the vendor (the "**Vendor**") in the Contract and it will cause 580 to execute and deliver registrable freehold transfers to purchasers.
- (b) *Intentionally deleted.*
- (c) There are no terms in the Contract that allow for an extension of time for completing the Contract other than as follows:
  - (i) paragraph 7.1 of the Contract, which gives the Vendor the option to terminate the Contract or to extend the completion date for the transfer of title to a Lot from the Vendor to a purchaser if the purchaser is not ready, willing and able to complete on the original completion date; and

- (ii) paragraph 4.2 of the Contract, which allows for an extension of time on the occasion of an event of force majeure. That section states:

"If the Vendor is delayed from completing the installation of utilities and services to the Lot as a result of fire, explosion or accident, howsoever caused, act of any government authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, climatic conditions, interference of the Purchaser, or any other event beyond the control of the Vendor, then the Completion Date, and the Cancellation Date, will be extended for a period equivalent to such period of delay."

- (d) Article 6 of the Contract permits a purchaser of a Lot to assign its interest in the Contract to an assignee provided that where the assignment is to a party at arm's length to the purchaser, as determined in the Contract, the purchaser or the assignee must pay to the Vendor a fee of the greater of 1% of the original purchase price or 25% of the increase in value between the original purchase price and the assignment price per assignment at the time of such assignment. In the event of an assignment, the purchaser will not be released from its obligations under the Contract notwithstanding the assignment thereof and/or the payment of any fee to the Vendor in respect of an assignment.
- (e) The Contract provides that all interest earned on a purchaser's deposit monies will be earned for the benefit of the Vendor.

### 7.3 Developer's Commitments

The Developer has not made any commitment that will be met after completion of the sale of the Lots.

### 7.4 Other Material Facts

- (a) Sunstone will carry out, for such period as Sunstone determines to be necessary or desirable in connection with the marketing of the Development, marketing and sales activities on unsold Lots, including display materials. Sunstone also reserves the right to install signage within such areas. Sunstone will act reasonably in exercising such rights and use reasonable efforts to minimize any interference with the use or enjoyment by purchasers of their Lots.
- (b) The Developer cautions that the proposed development and construction of the Community will occur over a substantial period of time and, given the inherent nature of real estate development, the Developer cannot assure to the purchaser of a Lot that all future components of the Community will be completed within any particular period of time, if at all.
- (c) Prospective purchasers should be aware that construction on the Lots and construction in connection with existing and future phases of the Community, if any, will involve noise, dirt, dust and vibrations normally associated with construction projects.

**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.

**Developer's Declaration**

The foregoing statements disclose, without representation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act of British Columbia*, as of July 14, 2020.

**SUNSTONE RIDGE DEVELOPMENTS LTD.,** by  
its authorized signatories:


Per:


  
\_\_\_\_\_  
Authorized Signatory

Per:

\_\_\_\_\_  
Authorized Signatory

**The Directors of Sunstone Ridge  
Developments Ltd. in their personal capacity:**

  
\_\_\_\_\_  
JAMES DALES

  
\_\_\_\_\_  
JEREMY TURNER

**580049 B.C. LTD.,** by its authorized signatories:

Per:

\_\_\_\_\_  
Authorized Signatory

Per:

\_\_\_\_\_  
Authorized Signatory

**The Directors of 580049 B.C. Ltd. in their  
personal capacity:**

\_\_\_\_\_  
WERNER BIRO

\_\_\_\_\_  
RITA DYCK

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.

Developer's Declaration

The foregoing statements disclose, without representation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act of British Columbia*, as of July 14, 2020.

SUNSTONE RIDGE DEVELOPMENTS LTD., by  
its authorized signatories:

Per: [Signature]  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

The Directors of Sunstone Ridge  
Developments Ltd. in their personal capacity:

\_\_\_\_\_  
JAMES DALES

\_\_\_\_\_  
JEREMY TURNER

580049 B.C. LTD., by its authorized signatories:

Per: [Signature]  
Authorized Signatory

Per: [Signature]  
Authorized Signatory

The Directors of 580049 B.C. Ltd. in their  
personal capacity:

[Signature]  
WERNER BIRO

[Signature]  
RITA DYCK

**EXHIBIT "A"**

**SUBDIVISION PLAN OF THE LANDS**



## KAMLOOPS LAND TITLE OFFICE

Oct-03-2019 11:47:27.002

EPP96240

SURVEY PLAN CERTIFICATION  
PROVINCE OF BRITISH COLUMBIA

0963

PAGE 1 OF 2 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.

Christopher  
Vail KDWFVP

Digitally signed by  
Christopher Vail KDWFVP  
Date: 2019.09.13  
12:09:10 -07'00'

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

MICHAEL W. VAIL

PO BOX 1490

MIKE@HMSE.CA

604 902 8245

WHISTLER

BC V0N1B0

☐ Surveyor General Certification [For Surveyor General Use Only]

## 2. PLAN IDENTIFICATION:

Control Number: 156-840-1750

Plan Number: EPP96240

This original plan number assignment was done under Commission #: 963

LTO Document Reference: CA7789492

## 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: 2019 September 11 (YYYY/Month/DD)    The checklist was filed under ECR#: 228365  
 The plan was completed and checked on: 2019 September 13 (YYYY/Month/DD)

☒ None    ☐ Strata Form S

☒ None    ☐ Strata Form U1    ☐ Strata Form U1/U2
Arterial Highway ☐Remainder Parcel (Airspace) ☐4. ALTERATION: ☐

# SUBDIVISION PLAN OF A PORTION OF LOT B, DISTRICT LOT 211, LILLOOET DISTRICT, PLAN EPP74427

BCGS 92J037

SCALE 1 : 750



ALL DISTANCES ARE IN METRES

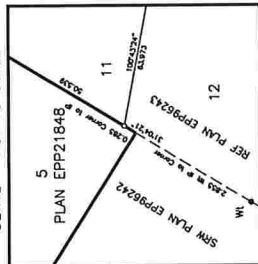
The intended plot size of this plan is 559mm in height by 854mm in width (D size) when plotted at a scale of 1 : 750

Grid bearings are derived from GNSS observations and are referred to the central meridian of Zone 10 (123 W).

The UTM coordinates and estimated absolute accuracy are derived from 4.0 hours of dual frequency GNSS observations processed using Precise Point Positioning Service of Natural Resources Canada.

This plan shows horizontal ground-level distances, unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined horizontal and vertical scale factors. The scale factors have been determined based on an average ellipsoidal elevation of 210.00 metres.

DETAIL - NOT TO SCALE



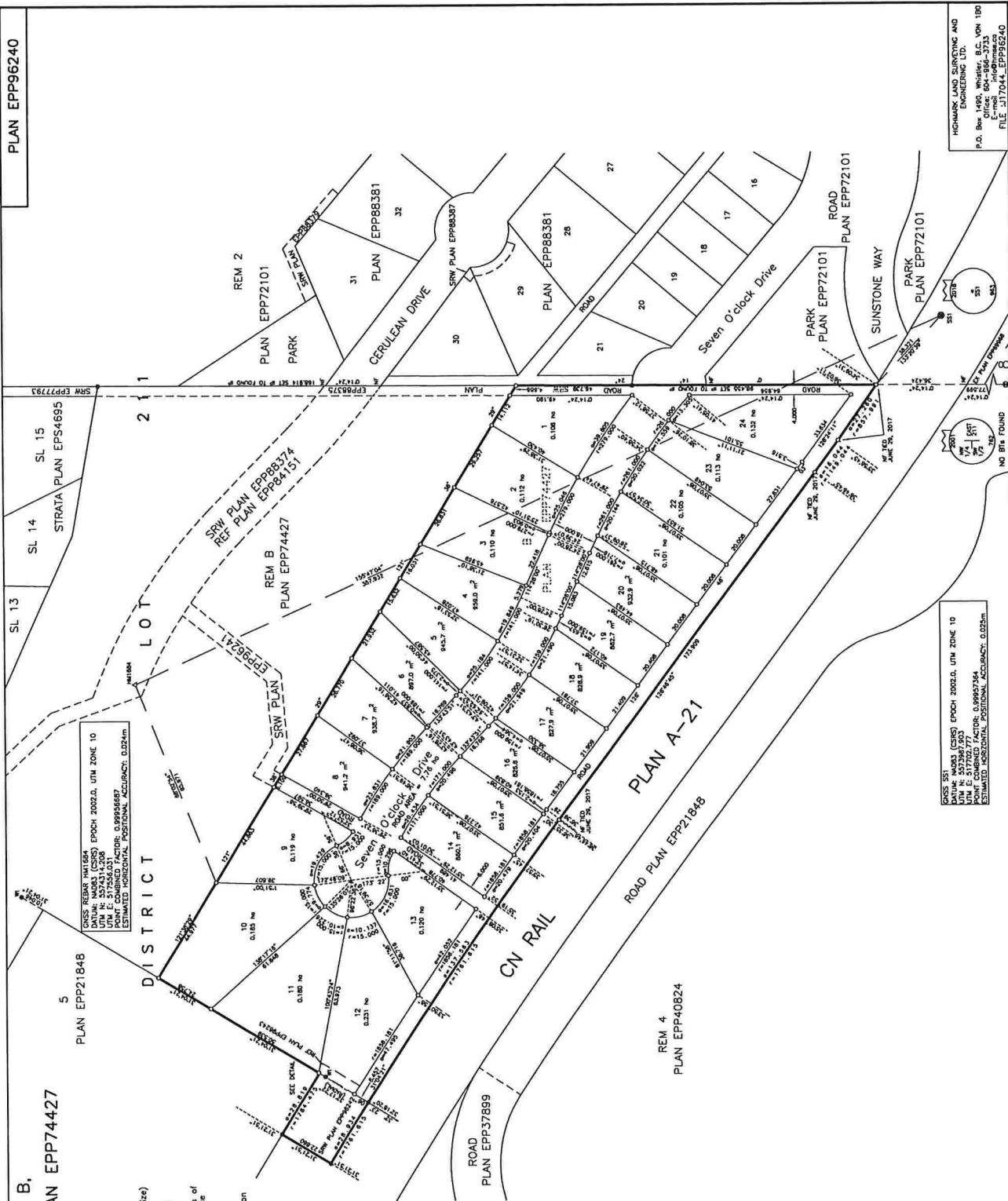
## LEGEND

NOTE:  
This plan shows one or more wireless post(s) which are not set on the true corner

FOUND	PLACED
Standard Rock Post	●
Standard Capped Post	●
Standard Iron Post	●
Traverse Hub	▲
Global Navigation Satellite System	GNSS
Reference	REF
Strata Lot	SL
Explanatory	EX

This Subdivision Plan Lies Within the Jurisdiction of the  
Approving Officer for the Village of Pemberton  
This Plan Lies Within the "Squamish-Lillooet" Regional District

The field survey represented by this plan was completed on  
the 11th day of September, 2019.  
Michael W. Veil, BCLS 963



GNSS SSI  
DATUM: NAD83 (CSRS) EPOCH: 2002.0, UTM ZONE: 10  
UTM N: 5524314.200  
UTM E: 317725.772  
POINT COMBINED FACTOR: 0.99956897  
ESTIMATED HORIZONTAL POSITIONAL ACCURACY: 0.024m  
ESTIMATED VERTICAL POSITIONAL ACCURACY: 0.023m

HIGHMARK LAND SURVEYING AND  
ENGINEERING LTD.  
P.O. Box 1490, Whistler, B.C. V8N 1B0  
E-mail: info@hmls.com  
FILE: J17044-EPP96240

**EXHIBIT "B"**

**FORM 35 – DECLARATION OF STATUTORY BUILDING SCHEME**

## KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA  
FORM 17 CHARGE, NOTATION OR FILING  
LAND TITLE AND SURVEY AUTHORITY

Oct-03-2019 11:54:39.001

CA7789587

PAGE 1 OF 9 PAGES

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

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

Mark Victor  
Lewis UQBS3Z

Digitally signed by Mark  
Victor Lewis UQBS3Z  
Date: 2019.10.03  
11:36:43 -07'00'

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

Bennett Jones LLP

Barristers and Solicitors

2500 - 666 Burrard Street

Vancouver

BC V6C 2X8

Phone: 604-891-7500 (MVL/lmb)

File No: 0790590.1

Doc No: 22679351

Sunstone SBS - Phase 1B

Document Fees: \$74.16

Deduct LTSA Fees? Yes ☒

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

**SEE SCHEDULE**STC? YES ☐

## 3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

**STATUTORY BUILDING SCHEME**

ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

## 4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

**580049 B.C. LTD.**

200 - 5611 COONEY ROAD

RICHMOND

V6X 3J6

BRITISH COLUMBIA

CANADA

Incorporation No

BC0580049

LAND TITLE ACT  
FORM E

## SCHEDULE

PAGE 2 OF 9 PAGES

## 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPP96240**STC for each PID listed below? YES ☐

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

NO PID NMBR LOT 1 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 2 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 3 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 4 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 5 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 6 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 7 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 8 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 9 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 10 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
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NO PID NMBR LOT 15 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
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NO PID NMBR LOT 18 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 19 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 21 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 22 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 23 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240  
NO PID NMBR LOT 24 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP96240

LAND TITLE ACT

**FORM 35**

(Section 220(1))

**DECLARATION OF BUILDING SCHEME**

NATURE OF INTEREST: CHARGE: BUILDING SCHEME AND PRIORITY OF  
BUILDING SCHEME OVER MORTGAGE NO.  
CA5505723

HEREWITH FEE OF: \$ \_\_\_\_\_

Address of person entitled to apply to register this building scheme:

580049 B.C. Ltd. (Inc. No. BC0580049)  
c/o Sunstone Ridge Developments Ltd., 701 – 1155 Robson Street, Vancouver, BC, V6E 1B5

Full name, address, telephone number of person presenting application: MARK V. LEWIS,  
Bennett Jones LLP, 2500 – 666 Burrard Street, Vancouver, BC V6C 2X8 604-891-5180

(File No. 079059.5)



SIGNATURE OF SOLICITOR

We, 580049 B.C. Ltd. (Inc. No. BC0580049), a company incorporated under the laws of British Columbia under No. BC0857673, having a mailing address c/o 701 – 1155 Robson Street, Vancouver, BC, V6E 1B5, declare that:

1. We are the registered owner in fee simple of the following land (herein called the "Lots"):

No Parcel Identifier Number  
Lots 1-24, District Lot 211, Lillooet District Plan EPP96240

2. We hereby create a building scheme relating to the Lots.
3. A sale of any of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.
4. The restrictions shall be for the benefit of all the Lots.

Officer Signature(s)

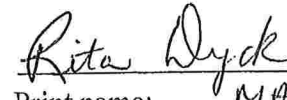


**DONALD S. BOYLE**  
*Barrister & Solicitor*  
CAMPBELL FROH MAY & RICE LLP  
#200 - 5611 COONEY ROAD  
RICHMOND, B.C. V6X 3J6  
TELEPHONE: (604) 273-8481

Execution Date		
Y	M	D
19	09	27

Party(ies) Signature(s)

580049 B.C. LTD., by its authorized  
signatory(ies):



Print name:

MARITA DYCK

Print name:

**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.

## CONSENT AND PRIORITY AGREEMENT OF CHARGEHOLDER

We, Feran Investments Ltd. (Inc. No. BC0465526), Cook Place Apts Ltd. (Inc. No. BC0358226) and W. Biro Construction Ltd. (Inc. No. BC0217735), of #215 - 8171 Cook Road, Richmond, BC, V6Y 3T8, the holder of Mortgage No. CA5505723, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our charge.

Officer Signature(s)

Name:

**DONALD S. BOYLE**  
*Barrister & Solicitor*  
CAMPBELL FROH MAY & RICE LLP  
#200 - 5811 COONEY ROAD  
RICHMOND, B.C. V6X 3J8  
TELEPHONE: (604) 273-8481

Execution Date		
Y	M	D
19	09	27

Chargeholder(s) Signatures(s)

FERAN INVESTMENTS LTD., by  
its authorized signatory(ies):

Name:

Name:

As to an undivided 46666/100000  
interest in Mortgage No. CA5505723

Officer Signature(s)

Name:

**DONALD S. BOYLE**  
*Barrister & Solicitor*  
CAMPBELL FROH MAY & RICE LLP  
#200 - 5811 COONEY ROAD  
RICHMOND, B.C. V6X 3J8  
TELEPHONE: (604) 273-8481

Execution Date		
Y	M	D
19	09	27

Chargeholder(s) Signatures(s)

COOK PLACE APTS. LTD., by its  
authorized signatory(ies):

Name:

Name:

As to an undivided 26667/100000  
interest in Mortgage No. CA5505723

*Executions Continued Next Page*


### 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.



Officer Signature(s)

Name:

  
**DONALD S. BOYLE**  
*Barrister & Solicitor*  
CAMPBELL FROH MAY & RICE LLP  
#200 - 5611 COONEY ROAD  
RICHMOND, B.C. V6X 3J6  
TELEPHONE: (604) 273-8481

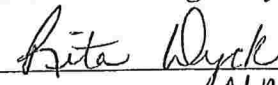
Execution Date		
Y	M	D
19	09	27

Chargeholder(s) Signatures(s)

**W. BIRO CONSTRUCTION LTD.,**  
by its authorized signatory(ies):

Name:

Name:

  
**MARITA DYCK**  
As to an undivided 26667/100000  
interest in Mortgage No. CA5505723

NOTE:

1. The consent and grant of priority of chargeholders may be in separate counterparts of Form 35.
2. The execution of all declaring or consenting parties must be witnessed in accordance with Part 5 of the *Land Title Act*.
3. The type and registration number of the charge must be typed or printed immediately below the signature of the owner of the charge.

**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.

**SCHEDULE OF RESTRICTIONS**  
**SUNSTONE PEMBERTON**

1. Unless specifically permitted in writing by the Administrator (as hereinafter defined), no person will commence or cause to be commenced any improvements or alterations of any sort (collectively or individually herein referred to as "**Improvements**"), including without limitation, any:

- (a) excavation or removal of any fill, trees or ground cover;
- (b) application for development approval or a building permit;
- (c) construction of any buildings or other improvements of whatsoever nature; or
- (d) removal of any trees, foliage, ground-cover, other natural features or landscape treatment,

on any of the Lots without first:

- (i) submitting such plans and specifications for the Improvements (the "**Plans and Specifications**") to the Administrator, or an approving agent designated by the Administrator from time to time (the "**Designate**"), for the prior written approval by the Administrator (or Designate);
- (ii) submitting the name of a qualified building contractor pre-approved by and included on a list of building contractors provided by the Administrator to be engaged as the principal builder of the Improvements (the "**Building Contractor**") to the Administrator, for the prior written approval by the Administrator (or Designate) in its sole discretion and contacting only with the Building Contractor; and
- (iii) complying with the Plans and Specifications, and the provisions set out herein and obtaining all approvals contemplated hereunder from the Administrator.

Plans and Specifications submitted for approval shall be in a form and content satisfactory to the Administrator (or the Designate).

2. Without limiting the generality of section 1 or section 2,:

- (a) no structure of a temporary character, including mobile homes, recreational vehicles (RVs), camper trailers, tents, shacks or other outbuildings shall be used for residential purposes on a Lot; and
- (b) no construction trailers, field offices or the like may be brought onto a Lot without the prior written approval of the Administrator (or the Designate). If so approved, temporary structures shall be located only in a location approved by the Administrator (or the Designate) and shall be removed within fifteen (15) days

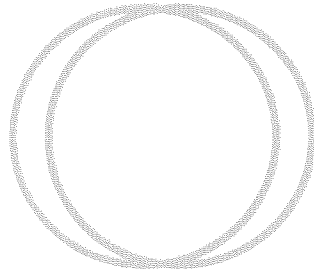
after completion of construction of the Improvements on the Lot on which the structure is located.

3.
  - (a) After a person commences construction of any Improvements on a Lot upon complying with the requirements set out herein, such person shall not discontinue the construction of such Improvements until the same are completed in all respects in accordance with the approved Plans and Specifications.
  - (b) No owner of a Lot shall fail to substantially complete the construction of the Improvements as to their external appearance, including finished painting, and exterior landscaping, all in accordance with the approved Plans and Specifications, within the 18 month period after such owner obtains a building permit from the Village of Pemberton for the Improvements.
  - (c) No visible billboard, placard, advertising or signage of any kind will be permitted within a Lot except for approved signage.
  - (d) Notwithstanding subsections 4(a), a person will not be in breach of the restrictions therein if such construction is interrupted by reason of strike, lockout, labour dispute, act of God, inability to obtain labour or materials or both, enemy or hostile action, civil commotion, and fire or other casualty provided that such person takes such steps as are available to it to minimize the effect of such occurrences and diligently recommences construction after each such occurrence.
4. No person carrying out any works within a Lot shall damage sidewalks, curbs, landscape elements, gas lines, telephone lines, sewers, water lines, electrical distribution equipment or other utilities situate within a Lot, nor shall construct Improvements (including, without limitation, driveways and fences) on a Lot that will impede or interfere with access of adjacent Lot owners to any underground services or utilities installed along the property line of two or more Lots.
5. In this Schedule of Restrictions, "**Administrator**" means:
  - (a) Sunstone Ridge Development Ltd. ("**SRD**"); or
  - (b) an assignee from time to time of SRD's rights and functions hereunder.
6. No owner will permit any damaged Improvements to remain in their damaged state unless the owner is pursuing with all due diligence reasonable steps to either repair the damaged Improvements to their pre-damaged condition or to completely remove the damaged Improvements and restore and clean up the Lot in a good and workmanlike manner forthwith after such removal.
7. No material alteration to or modification, maintenance or repair of any Improvements will be carried out unless Plans and Specifications are submitted to and approved by the Administrator in accordance with this Building Scheme and unless the owner of a Lot complies with all other provisions of this Building Scheme in respect thereof as if they were new Improvements.

8. The Administrator reserves the right to exempt any Lot remaining undisposed of at the time the exemption takes effect from all or any of the restrictions and benefits herein.
9. If any provision of this Building Scheme is found by a court of competent jurisdiction to be void or unenforceable, such provision will be severed from this Building Scheme and the remaining provisions of this Building Scheme will remain in full force and effect.
10. The restrictions herein contained supplement and do not replace any restrictions imposed by the Village of Pemberton or any other government authority having jurisdiction over the charged lands.
11. This Building Scheme will expire and be of no further force or effect on the date which is 80 years after the date of the registration hereof in the Land Title Office.

**EXHIBIT "C"**

**DESIGN GUIDELINES**



*Sunstone*

— P E M B E R T O N —

**PHASE 1B**

**Design and Building Guidelines**

## **Overall Purpose**

Sunstone Pemberton – Phase 1B is located on a forested south facing hillside directly opposite Mount Currie overlooking the Pemberton Valley and the proposed new recreation site and sports field.

The purpose of the Design and Building Guidelines is to ensure a suitable caliber of design and construction. Its objective is to create a sense of pride within the community and to enhance the property values for future years.

It is the intent of this document to ensure that submissions demonstrate a quality approach to design taking in the physical characteristics of the area. This document endeavours to promote excellence, creativity, and originality in single-family home design in a rural hillside subdivision.

Although many of the following items are subjective, it is not our intent to impose a certain design but rather to ensure that the following are taken into consideration during the design:

### **Context & Location**

- Is the design appropriate for its location and setting and how does it impact the natural setting?

### **Scale**

- Is the proposed building mass & architectural detailing correctly scaled for its specific lot?

### **Neighbouring properties**

- Will the proposed design compliment neighbouring properties or will it have any significant negative impacts?

### **Street and public thoroughfares**

- Does the design positively fit with the street frontage?

### **Energy and resource conservation**

- What features does the design provide to promote energy conservation and efficiency?

### **Build Quality**

- Does the design of the exterior and the choice of materials demonstrate a sense of quality and longevity?

## Limitations

These Building and Design Guidelines are in addition to the governing Zoning and Building Bylaws and the Statutory Building Scheme applicable to the development. In the event that these Design Guidelines conflict with the minimum requirements of any applicable national, provincial, municipal statutes, bylaws, orders or regulations then this document is to be considered superseded.

## Building Design Review Process

Each owner will be supplied with a copy of this document along with his or her closing documents. These Guidelines supplement the statutory building scheme registered against title to each lot and purchasers may not apply for a building permit from the Village of Pemberton without the prior written approval from the Design Review Professional (“**DRP**”). The **DRP** will be appointed, from time to time by the developer, Sunstone Ridge Developments Ltd. and 580049 B.C. Ltd. (together, the “**Developer**”).

The applicant will take full responsibility to ensure the correct procedure is followed and will be responsible for failure to comply.

The building design review process is as follows:

1. **Preliminary Submission**- a preliminary design submission to the **DRP**. PDF format (1/8”=1’-0”/1:00) conceptual designs and ideas including a Site Plan, Floor Plans (all) and sample elevation for preliminary review by the **DRP**.
2. **Complete Submission**-a complete design submission to the **DRP** in PDF format scaled 1/8”=1’-0”/1:100 minimum including but not limited to:
  - a. Site Plan.

An accurate site plan based on a legal and site survey base plan, showing all lot dimensions, all proposed structures, existing and proposed contours and grades, engineering services, parking areas and required parking spaces, retaining walls, hard landscaping surfaces, existing trees to be retained or removed, proposed tree locations, planting areas and fencing.

- b. Design Documents

A complete architectural design (by a qualified professional) to a developed design level (to Building Permit Application level). Including floor plans, all elevations, sections (One long and one cross-section showing building and site). Show all horizontal and vertical OA dimensions including height above grade. Provide data tables including site and building areas, and height calculations. All exterior materials must be labeled and rendered in accurate colours and or texture.



- c. Two modelled perspective images (street front and one other significant view) that will accurately depict the building and site appearance including materials to be used.
- d. Colour & outline specification of finishes, including material samples of all significant finishes.
- e. A landscape plan (by a qualified professional) for the front and side yard where it abuts the road to a scale of 1:96 (1:100) indicating all the site plan elements, hard landscaping surface and materials, proposed trees including size and species, existing trees to remain including protection measures, planting areas with a conceptual planting palette of intended species.
- f. Payment of preliminary and complete submission is covered in the lot purchase price.
- g. All submissions shall be in a pdf format and shall be e-mailed to the Sunstone Representative: [info@sunstonepemberton.ca](mailto:info@sunstonepemberton.ca)
  - I. Any re-submission for any reason to meet the intent and the requirements of this guideline will be charged to the applicant at an additional \$250, plus \$140/hour to cover professional review fees.
  - II. One field review by the DRP of the completed building and landscape installation for compliance with the approved submission and the Design Guidelines. All works must be completed within 2 years from the date of a building permit issuance.

## **Architectural Considerations**

### **Sustainable Design Guidelines**

We recommend that all buildings meet a high standard of environmental design and energy performance. (Note: the Village of Pemberton has indicated that it is moving towards BCBC Step Code 3 or greater <https://energystepcode.ca/how-it-works/>.)

References include; Green Building Council of Canada- <https://www.cagbc.org/>, Leed Homes , Built Green Canada- <http://www.builtgreencanada.ca/single-family> and Canadian Passive House. <https://www.passivehousecanada.com/passive-house-building-certification/>. What features each home uses to reach these targets will be left to the individual owner, designer and contractor. Construction and post-construction testing should be undertaken by a qualified professional.

All buildings and lots will be designed and constructed with due consideration to BC Fire Smart Guidelines.

## **Siting**

Care should be taken when siting buildings and structures to minimize the impact on adjacent private and common lands. All buildings, structures and swimming pools must be located within setbacks as specified on the development plans. Buildings should be sited and designed to respect existing topography.

A Lot Development Plan will be provided with each lot to indicate the development setbacks/ building envelope, as well as some which may include a maximum main floor or roof elevation. The required setbacks within the Lot Development Plan may exceed the current zoning bylaw requirements.

## **Form & Character**

Building mass, form and scale must respond to the natural characteristics of the individual site and larger context. Design strategies to reduce height are very important to ensure neighbours' privacy is respected and views are not unduly affected. Generally, no section of exterior wall should be higher than 2 stories unless a strong case can be made for its inclusion. Exceptions may be made for topographically challenging lots.

Inappropriate 'imported' or generic design styles will be rejected.

Where dwellings or structures are situated on corner lots, architectural form, detailing, and landscaping shall continue to that street side elevation.

## **Roof Design & Materials**

Roof form materials and colours must compliment the overall house. Roof planes should be broken up in an effort to reduce the scale of the building. Simple roof forms may be used if they are consistent with the overall design of the house. Highly visible roofs should consider aesthetics in their choice of form and material.

Metal roofing or bitumen shingles are acceptable. All other materials will be subject to approval from the DRP. Roof design must prevent snow shedding beyond the property.

## **Exterior Wall Finishes**

Exterior finishes and details shall consider BC Firesmart Guidelines for combustibility and wildfire protection. Materials shall also be durable and appropriate to the local climate and rural hillside context.

**Materials that are generally allowed.**

- Cementitious board or shingle
- Cementitious paneling
- Concrete masonry
- Architectural concrete
- Preformed and finished metal cladding
- Preformed & expanded metals & meshes
- Stone or quality professional installed cultured stone
- Wood siding (limited combustible cladding)
- Wood shingles (firetreated and limited combustible cladding)

**Materials that are strictly not allowed.**

- Manufactured Vinyl for siding or soffits.
- Traditional Brick
- Asphalt or bituminous siding.

This list is not exhaustive, other materials will be considered by the DRC, on a case by case basis.

**Colours**

The use of 'earthy' & 'natural' colour schemes that are sympathetic to the context are encouraged, while stronger accent colours may be acceptable in limited applications. The approving DRP reserves the right to reject colour schemes it deems to be inappropriate.

**Windows & Doors**

Window & door form, arrangement, sizing and finish materials should complement the building.

**Garages / Carports**

Garages, carports and accessory buildings shall compliment the main residence. Garages should be sited as a subordinate element to the front entry to the dwelling. The intent is to minimize the visual impact of these structures from the street and reduce their overall mass.

## **Antennas, Satellite, Solar and Mechanical Equipment**

Antennas and satellite receiving dishes may not be located anywhere on the building or lot that is easily visible to neighbours or general public. Solar panels must be integrated with the design or located where they do not impact the views of other properties. Solar panels may not exceed Maximum Roof Elevations (where those apply). Mechanical equipment and solar panels shall be a minimum of 2.0m a property boundary and shall be screened from view and shielded to minimize noise transfer to offsite.

## **SITE WORKS**

### **Fire Mitigation and Site Clearing**

Lots have been partially cleared by the Developer to give access and an approximated building site. Further clearing will be allowed after a complete submission has been approved by the DRP. All homes and lots will be designed with due consideration to BC Fire Smart Guidelines, balanced with a desire to retain the natural site conditions, where appropriate.

Site & landscape design should consider:

- No fuels (highly flammable plants) within 2m of the building face.
- Reduced fuel loads (dead or highly flammable plants) throughout the lot.
- Tree retention, where the tree health and environment can be maintained is encouraged. A full clearing of a lot, which is greater than 500m<sup>2</sup>, is prohibited.
- Re-establishment of healthy native vegetation outside the building setbacks to maintain or establish privacy between lots is encouraged.

### **Driveways & Parking**

Driveway access is allowed only on the frontage of the address street, as indicated on the issued Lot Development Plan. Only one driveway access is permitted per lot. Asphalt, concrete, interlocking pavers will be acceptable. Permeable unit paved surfaces will be encouraged. Driveways shall not exceed 7.0 m in width until they abut designated parking spaces. Exterior parking spaces may not exceed 3 spaces or 65m<sup>2</sup>. Parking should be screened from the street and neighbouring properties with landscaping.

### **Grading & Site Drainage**

Finished grades shall be in accordance with the overall development grading, drainage and roads plans per the overall development civil works. Individual lot-grading plans are to be prepared by an appropriate professional and are subject to review by the DRP and the Village of Pemberton.

Grading of each lot shall be designed to blend into the natural landscape and neighbouring properties. The slope of cut and fill banks must avoid erosion and promote re-vegetation opportunities. For loose soil materials cut and fill slopes should be limited to 1v:2h. Rock cuts may be steeper if reviewed by the DRC and approved by a Geotechnical Engineer.

A balance of cut and fill should be attempted, such that the lowest level of a building sits as close to existing grade as possible.

New construction and re-grading within a lot must not interrupt the subdivision drainage patterns or cause point sources discharge of water onto adjacent lots.

Generally, lot drainage shall be confined to streets, drainage swales and easements as per the overall development civil works. Positive drainage must be achieved away from all buildings. Infiltration and detainment of all surfaces and roof run-off are encouraged.

## **Retaining Walls**

Retaining wall materials shall be stacked rock, unit concrete systems, geotechnical planted systems or architectural concrete. Large lock block concrete is not acceptable. All retaining walls, greater than 1.2m, must be designed and approved by a geotech. Retaining walls, facing streets and neighbours should be stepped with planted terraces where possible.

## **Landscaping**

The neighbourhood is located in a natural ecologically rich setting. It is intended that designs and installations promote a naturalized and ecologically sustainable landscape. Contemporary and modern landscaping close to the dwelling are acceptable but should blend with the natural landscape away from the built structures.

The use of native tree and shrub species is encouraged to blend with the surrounding landscape. The existing native vegetation at the site is primarily a mixed coniferous & deciduous forest. Non-native plants may be used as accents or where they are proven to be more appropriate to a development site.

Plant material must consider the local micro-climate and to minimize watering requirements. Plant selection and layout must consider BC Fire Smart Guidelines. Plant species should avoid plants considered to be 'High' or 'Very High' attractants by the BC Bearsmart Society- <http://www.bearsmart.com/docs/GBS-BearFoodPlantList.pdf>

## **Fences and Screening**

Fences are generally discouraged. Privacy screening is better achieved through the use of planting. Fences or built privacy screens may be located in back yards only where the need for

privacy or security can be demonstrated (e.g. swimming pools security requirements). Rear yard fences where they might abut a road are prohibited, unless set back 3m and screened with plantings.

Fences must be built of materials that complement the building scheme. Vinyl and chain link fences are prohibited. No portion of a fence shall be higher than 1.8m above adjacent grades. Long runs of uninterrupted fencing should be avoided by offsets and or planted screening.

## **SERVICES**

### **Services provided**

The Developer shall provide the following services to the lot frontage only: hydro, water, sanitary, cable and telephone service. It shall be the Applicant's responsibility and at their expense to extend the above services from the lot frontage or easement to the required locations.

### **Construction start**

There is no restriction on the date to start building after the Applicant has obtained both, final approval from the DRC and a building permit from the Village of Pemberton. The lot and building site must be well maintained until such time that building activity commences and not used for the storage of any equipment or material prior to construction.

### **Time to construct**

The Applicant must complete construction ready for occupancy (as signed off by DRP and the Building Inspector) within 36 months of building permit issue.

**EXHIBIT "D"**

**CONTRACT OF PURCHASE AND SALE**

**PHASE 1B****CONTRACT OF PURCHASE AND SALE**  
**(the "Contract")**

Prepared By: \_\_\_\_\_ Date of Purchaser's Offer mm/dd/year: \_\_\_\_\_

Agent: \_\_\_\_\_ (the "**Agent**")TO: **SUNSTONE RIDGE DEVELOPMENTS LTD.**(the "**Vendor**")

I/we,

Name: \_\_\_\_\_  
(First, Initial, Last)Name: \_\_\_\_\_  
(First, Initial, Last)

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Tel (Res): \_\_\_\_\_

Tel (Res): \_\_\_\_\_

Tel (Bus): \_\_\_\_\_

Tel (Bus): \_\_\_\_\_

Tel (Mobile): \_\_\_\_\_

Tel (Mobile): \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

SIN: \_\_\_\_\_

SIN: \_\_\_\_\_

(collectively, the "**Purchaser**"), offer to purchase lot \_\_\_\_\_ (the "**Lot**") civically described as \_\_\_\_\_, and shown in the subdivision plan (the "**Plan**") attached as Exhibit "A" to the Disclosure Statement (as hereafter defined) for the development known as "Sunstone Pemberton, Phase 1B" (the "**Development**"), located in the Village of Pemberton, BC, at the purchase price and subject to the terms and conditions contained herein.

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**DEPOSITS AND PURCHASE PRICE**

The purchase price (the "**Purchase Price**") for the Lot is the sum of \_\_\_\_\_ Dollars (Canadian) \$\_\_\_\_\_ payable as follows:

1. DEPOSIT (the "**Deposit**") equal to five percent (5%) of the Purchase Price, payable on that date which is the later of 7 days following the date on which this offer is accepted by the Vendor (the "**Acceptance Date**") or, if the Contract contains Purchaser's Conditions, then upon the satisfaction, removal or waiver of the Purchaser's conditions as set out in the Purchaser's Conditions Addendum forming a part of and attached to this Contract (the "**Purchaser's Conditions**"); and \$\_\_\_\_\_
2. The balance (the "**Balance**") upon completion: \$\_\_\_\_\_

The Purchaser certifies that she/he is a resident of \_\_\_\_\_ (insert Country) under the *Income Tax Act* (Canada).

The Purchase Price does not include sales tax (including without limitation goods and services tax or any other sales or value added tax applicable to the Purchase Price, as applicable) ("**Sales Tax**"), which must be added to the Purchase Price and paid in full to the Vendor by the Purchaser on the Completion Date.

**THE TERMS AND CONDITIONS ATTACHED ARE PART OF THIS CONTRACT. READ THEM CAREFULLY BEFORE YOU SIGN THIS CONTRACT.**

This offer to purchase will be open for acceptance by the Vendor until \_\_\_\_\_ o'clock \_\_\_\_\_ m. on \_\_\_\_\_, 202\_\_ (unless withdrawn in writing with notification to the Vendor of such revocation prior to notification of its acceptance), and upon acceptance of the offer, by the Vendor accepting in writing and notifying the Purchaser of such acceptance, there will be a binding Contract on the terms and conditions set out below.

IN WITNESS WHEREOF the Purchaser has executed this Contract this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Purchaser)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Purchaser)

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ACCEPTED BY THE VENDOR AT \_\_\_\_\_ o'clock \_\_\_\_\_.m. this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**SUNSTONE RIDGE DEVELOPMENTS LTD.,**  
by its authorized signatory:

Per: \_\_\_\_\_  
(Authorized Signatory)

The Purchaser hereby acknowledges having received on or before the date of this Contract, and having had an opportunity to read a copy of, the Consolidated Disclosure Statement for the Development dated July 14, 2020 and including all amendments thereto, if any, filed up to the date of this Contract (collectively, the "**Disclosure Statement**").

The Purchaser acknowledges that it has read and understands the terms of the statutory building scheme and design guidelines applicable to the Development.

I/We hereby confirm that I/we have read this Contract and the terms and conditions attached hereto, and further confirm that other than the warranties and representations and terms and conditions contained herein and in the Disclosure Statement, **THERE HAVE BEEN NO OTHER REPRESENTATIONS OR WARRANTIES MADE BY THE VENDOR OR ITS AGENTS, EITHER VERBALLY OR THROUGH ANY BROCHURES OR MARKETING MATERIALS FOR THE DEVELOPMENT WITH RESPECT TO THE LOT OR THE DEVELOPMENT AND THERE ARE NO OTHER AGREEMENTS, TERMS, OR CONDITIONS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LOT OR THE DEVELOPMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS CONTRACT.**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Purchaser)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Purchaser)

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**PHASE 1B****TERMS AND CONDITIONS ATTACHED TO CONTRACT OF PURCHASE AND SALE**

**ARTICLE 1  
OFFER, DESCRIPTION OF LOT**

1.1 The Purchaser hereby offers, and if this offer is accepted by the Vendor, agrees to purchase from the Vendor, the Lot at the Purchase Price and upon and subject to the terms and conditions set forth below. The Purchaser acknowledges that he or she or it is purchasing a subdivision lot that does not have any improvements constructed upon it, except as set out in the Disclosure Statement.

1.2 The Lot is legally described as:

PID: \_\_\_\_\_

Lot \_\_\_\_ District Lot 211 Lillooet District Plan EPP96240

**ARTICLE 2  
PURCHASE PRICE, DEPOSIT AND PAYMENT**

2.1 The Purchaser shall pay the Purchase Price to the Vendor as follows:

- (a) the Deposit equal to five percent (5%) of the Purchase Price, payable on that date which is the later of 7 days following the Acceptance Date or if the Contract contains Purchaser's Conditions, then upon the satisfaction, removal or waiver of the Purchaser's Conditions (the "**Deposit**");
- (b) the Deposit shall be paid by the Purchaser, within the time provided in this Contract, by way of personal cheque, certified cheque or bank draft made payable to the solicitors for the Vendor, Bell Alliance LLP, (the "**Vendor's Solicitors**") and delivered to the Agent. All deposits are to be held in trust by the Vendor's Solicitors, or any other deposit trustee designated from time to time by the Vendor in its discretion, in accordance with the *Real Estate Development Marketing Act* (British Columbia) and all amendments thereto. If the Purchaser fails to pay the Deposit as required by this Contract, the provisions of paragraph 7.1 shall apply; and
- (c) the Balance of the Purchase Price, as adjusted pursuant to paragraphs 5.1 and 5.4 and all Tax (as defined below), shall be paid by the Purchaser to the order of the Vendor or as the Vendor shall direct on the Completion Date by way of certified cheque or bank draft delivered to the Vendor's solicitor at the expense of the Purchaser.

2.2 Subject to paragraph 2.3, the Deposit shall be dealt with as follows:

- (a) at such time as the Deposit, or any portion thereof, is delivered, if the Deposit exceeds \$10,000.00 and the Completion Date is in excess of 32 days from the date of execution of this Contract by the parties, the Vendor shall cause the Deposit to be deposited in an interest-bearing trust account with a Canadian chartered bank or trust company authorized to carry on business in British Columbia with interest, if any, to accrue to the benefit of the Vendor except as otherwise expressly provided herein;
- (b) if the Purchaser completes the purchase of the Lot on the terms and conditions herein contained, then the interest earned on the Deposit, if any, shall be paid to the Vendor after the Completion Date and the Deposit shall be paid to the Vendor and applied to the Purchase Price on the Completion Date;
- (c) in all circumstances where the Purchaser has provided a cheque for the Deposit, or any portion thereof, which is returned for insufficient funds or defective for any reason whatsoever, the Vendor or the Vendor's Solicitors will be entitled to charge the Purchaser an administration fee in the sum of \$150.00 which the Purchaser shall pay on the Completion Date;

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- (d) if the Purchaser's Conditions (if any) are not waived, removed or satisfied by the Purchaser within the times required, then the Initial Deposit shall be paid to the Purchaser, any interest accrued thereon shall be paid to the Vendor, and this Contract shall terminate and be of no further force or effect;

2.3 The Vendor and the Purchaser hereby irrevocably authorize the Vendor's Solicitors:

- (a) to deal with the Deposit and all interest earned thereon in accordance with the provisions of paragraph 2.2 hereof, notwithstanding the provisions of sections 28 and 29 of the *Real Estate Services Act* (British Columbia);
- (b) to interplead the Deposit and all interest thereon, at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Vendor's Solicitors with respect to the Deposit; and
- (c) to transfer the Deposit to any other deposit trustee designated from time to time by the Vendor in its discretion in accordance with the *Real Estate Development Marketing Act* (British Columbia) and all amendments thereto.

### ARTICLE 3 COMPLETION AND POSSESSION DATES

- 3.1 The completion of the purchase and sale of the Lot is \_\_\_\_\_ (herein called the "**Completion Date**").
- 3.2 *Intentionally deleted.*
- 3.3 If the Purchase Price and all other amounts payable by the Purchaser to the Vendor under the Contract have been paid in full, then the Purchaser may have possession of the Lot on the day following the Completion Date (the "**Possession Date**").

### ARTICLE 4 CONSTRUCTION AND WARRANTY

- 4.1 The Vendor has completed the installation of water, sanitary sewer and storm sewer services, and ducts for the provision of hydro, cablevision and telephone services (or equivalent) to the lot lines of each Lot by the Completion Date subject to Article 3. The Purchase Price does not include any improvements on the Lot.
- 4.2 If the Vendor is delayed from completing the installation of utilities and services to the Lot as a result of fire, explosion or accident, howsoever caused, act of any government authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, climatic conditions, interference of the Purchaser, or any other event beyond the control of the Vendor, then the Completion Date will be extended for a period equivalent to such period of delay.
- 4.3 The Purchaser acknowledges that there are no construction, manufacturer or other warranties, conditions, or guarantees, whether collateral, implied by law (statutory or otherwise), provided by the Vendor in connection with the Lot.
- 4.4 The Purchaser acknowledges that the area of the Lot as shown on the Plan and filed in the Land Title Office may vary from the figures shown on any proposed plans and in the marketing material for the Development.
- 4.5 The dimensions, lot lines and location of the lots in the Development are set out in the Plan and may vary from what is depicted on any proposed plan. The areas and dimensions of the lots in the Development set out on the sales brochures or other marketing materials, which are based on proposed plans, are provided for information purposes only and are not represented as being the actual final areas and dimensions of the lots in the Development. In the event of any discrepancy as between the area, size, dimensions, location and/or configuration of the lots between any proposed plans and the Plan, the latter shall prevail.
- 4.6 The Purchaser acknowledges that the Vendor may from time to time, in its sole discretion, make any changes to the Lot or the Development, as may be required by any governmental authority; and all without notice or compensation to or consent from the Purchaser.
- 4.7 The Purchaser acknowledges and agrees that the Purchaser has no right to request and the Vendor is not obligated to make any customized changes to the Lot.

### ARTICLE 5 CONVEYANCE, RISK AND ADJUSTMENT

- 5.1 The Purchaser will cause his or her solicitor to prepare and deliver to the Vendor for execution at least five days prior to the Completion Date, the Vendor's statement of adjustments and a Form A Transfer (the "**Transfer**") of the Lot. Provided the balance of the Purchase Price or satisfactory provision for its payment to the Vendor has been made, the Vendor will execute (or cause to be executed) and deliver such Transfer and the Vendor's statement of adjustments to the Purchaser's

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solicitor prior to the Completion Date on the condition that forthwith upon the Purchaser's solicitor obtaining a post-filing index search from the Land Title Office indicating that in the ordinary course of Land Title Office procedure the Purchaser will become the registered owner of the Lot subject only to the Permitted Encumbrances (and the Vendor's financing to be discharged), the Purchaser's solicitor, will cause the Balance to be paid on the Completion Date in accordance with section 5.2 hereof. In this Contract, "**Permitted Encumbrances**" means subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained in the original Crown grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities and owners of adjoining lands, covenants in favour of the Village of Pemberton under the *Land Title Act* (British Columbia), the charges and encumbrances listed in the Disclosure Statement, and except as otherwise set out herein. The Purchaser acknowledges that the Transfer will be executed by the registered owner of the Lot (being 580049 British Columbia Ltd.) and not the Vendor, and the Purchaser agrees to accept the Transfer signed by 580049 British Columbia Ltd. in satisfaction of section 6 of the *Property Law Act* (British Columbia).

- 5.2 On the Completion Date, the Purchaser must deliver by courier the balance of the Purchase Price to the Vendor or the Vendor's Solicitors, as directed by the Vendor, in the form of a single certified solicitor's or notary's trust cheque drawn on one of the five largest Canadian chartered banks, HSBC Bank Canada, Vancouver City Savings Credit Union or Coast Capital Credit Union. The Purchaser shall bear all certification and courier charges in connection with the delivery of the balance of the Purchase Price. The Purchaser acknowledges and agrees that it is the Purchaser's responsibility to ensure that the Transfer and all other Purchaser conveyance documentation are submitted to the Land Title Office in a timely manner on the Completion Date to ensure that the Vendor receives the balance of the Purchase Price on the Completion Date. Notwithstanding anything else contained in this Contract, the Purchaser acknowledges, agrees and accepts that the Vendor will not deliver to the Purchaser possession of the Lot prior to the Vendor receiving the Purchase Price and being able to deposit same into an interest-bearing account.
- 5.3 The Purchaser will pay all costs in connection with the sale and purchase of the Lot (including property transfer tax and any federal and provincial sales, goods and services, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Lot and the equipment and appliances included with the Lot), other than the costs of the Vendor incurred in clearing title to the Lot. Without limiting the generality of the foregoing, the Purchaser agrees that the Purchase Price does not include any goods and services tax, transition tax, harmonized sales tax or any other sales or value added tax applicable to the Purchase Price, as applicable (collectively, "**Tax**") and that, if and to the extent required under all applicable laws including, without limitation, the *Excise Tax Act* (Canada) and any other legislation in lieu thereof, or in addition thereto, the Purchaser will remit to the Vendor on the Completion Date any and all Tax that may be payable in respect of the transaction contemplated herein, and the Vendor agrees that it will remit such funds or otherwise account for such funds to Canada Revenue Agency or any other applicable authority (collectively, "**CRA**") in accordance with its obligations under applicable laws. The Purchaser covenants and agrees that it is the Purchaser's sole responsibility to apply for any Tax rebates that may be applicable or available and the Vendor will not credit the Purchaser with any rebates of any kind or nature which may be available from CRA. The Vendor makes no covenant, representation or warranty that any Tax rebates are applicable to the transaction contemplated herein, however, the Vendor will use reasonable commercial efforts to execute and complete any forms reasonably requested by the Purchaser to assist the Purchaser in obtaining any applicable Tax rebates, all at the Purchaser's sole cost and expense. The Purchaser will assume all taxes (including, without limitation, Sales Tax), rates, local improvement assessments, water rates, utilities, property transfer tax and social service tax payable in respect of any personal property included in the Purchase Price. All other adjustments both incoming and outgoing of whatever nature in respect of the Lot shall be made, as of the Completion Date (the "**Adjustment Date**"). If the amount of any such adjustments have been levied in respect of a parcel greater in area than the Lot, then the portion thereof which shall be allocated to the Lot shall be determined by prorating the total amount of such taxes, rates or assessments (or estimates of some) among all of the lots in the Development as reasonably determined by the Vendor.
- 5.4 The Lot and all other items included in the purchase and sale will be and remain at the risk of the Vendor until 12:01 a.m. on the Completion Date and thereafter will be at the risk of the Purchaser. In the event of material loss or damage to the Lot, which in the Vendor's opinion, acting reasonably, would set back construction of the services to be provided to the Lot by more than six months if the Vendor did choose to rebuild, occurring before the Possession Date by reason of fire, tempest, lightning, earthquake, flood, act of God or explosion, either party may, at its option, by written notice to the other party cancel this Contract and thereupon the Purchaser will be entitled to repayment of the Deposit, any interest accrued thereon shall be paid to the Vendor, and neither the Vendor nor the Purchaser shall have any further obligation hereunder. If neither party elects to cancel this Contract as aforesaid, then the Purchaser will complete the purchase of the Lot on the Completion Date and the amount of any insurance proceeds in respect of the material loss or damage to the Lot occurring prior to the passing of risk and not applied by the Vendor or the insurer to the cost of repairs (as the case may be, depending on whether the Vendor or the insurer has conduct of carrying out such repairs) will be assigned by the Vendor to the Purchaser. All other remedies and claims of the Purchaser in the event of such damage are hereby waived.
- 5.5 If the Vendor has existing financial charges to be cleared from title, the Vendor, while still required to clear such charges, then may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price but, in this event, the Purchaser may pay the Purchase Price to the Vendor's Solicitors in trust, on undertakings to pay and arrange for the discharge of the financial charges. The Purchaser agrees that the Vendor will not be required to provide any discharges of security on personal property registered in the Personal Property Registry (British Columbia) until the loans secured by such financing charges have been repaid in full by the Vendor.
- 5.6 If the Purchaser is relying upon a new mortgage to finance the Purchase Price, then the Purchaser while still required to pay the Purchase Price on Completion Date, may wait to pay the Purchase Price to the Vendor until after the Transfer and

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the new mortgage documents have been lodged for registration in the Land Title Office, but only, if before such lodging, the Purchaser has:

- (a) made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage;
- (b) fulfilled all of the new mortgagee's conditions for funding except lodging the mortgage for registration; and
- (c) made available to the Vendor, the Purchaser's solicitor'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.

## ARTICLE 6 ASSIGNMENT AND RESALE BY PURCHASER

- 6.1 The Purchaser may not assign, market, list or sell his interest in the Lot or in this Contract without (a) the prior written approval of the Vendor of any such marketing or listing material, if applicable; and (b) the written consent of the Vendor, such consent not to be unreasonably withheld, and unless the Vendor so consents, the Vendor shall not be required to convey the Lot to anyone other than the Purchaser named herein. For the purposes of this section, the Vendor is deemed to have reasonably withheld its consent to an assignment if at the time of the Purchaser's request for the Vendor's consent there are Lots in the Development that the Vendor has not yet sold. If the Purchaser assigns or sells his interest in the Lot or in this Contract pursuant to the provisions of this paragraph 6.1, the Vendor will charge an administration fee equal to the greater of (i) 1% of the Purchase Price; and (ii) 25% of the increase in value between the original purchase price and the assignment price, as consideration for agreeing to the assignment of the Purchaser's interest in the Lot or in this Contract and for agreeing to convey the Lot to anyone other than the Purchaser, provided that the administration fee shall not be payable in the event of an assignment to an immediate family member or a privately held corporation controlled by the Purchaser. For the purposes of this section, "immediate family member" is defined as, and is limited to, a sibling, parent, grandparent, child, grandchild or spouse of the Purchaser. Following such assignment, the assignor will continue to remain liable to perform all obligations of the Purchaser under this Contract. If the Purchaser is a corporation or partnership, then a change in the controlling interest of such an entity shall be deemed to be an assignment under this Contract.

A "controlling interest" of an entity shall mean in this Contract the beneficial or legal ownership directly or indirectly of more than 50% of the voting securities or other ownership interests of such entity.

The Purchaser shall promptly deliver to the Vendor all information:

- (a) reasonably requested by the Vendor, regarding either the assignor or the assignee, in connection with a request by the Purchaser for the Vendor's consent to approve an assignment of this Contract including, but not limited to, information regarding:
  - (i) the identity of the parties;
  - (ii) the contact and business information of the parties; and
  - (iii) any information required under section 20.5 of the *Real Estate Development Marketing Act* (British Columbia).
- (b) required by any level of government (with respect to either the assignor or the assignee) for the Vendor to deliver thereto in connection with an assignment of this Contract.

The Purchaser acknowledges and agrees that, notwithstanding anything else contained in this paragraph 6.1, the Vendor is under no obligation to consent to any assignment of this Contract, including without limitation by way of adding a person to this Contract as an additional purchaser, if the Purchaser has not complied in full with the requirements of this paragraph 6.1.

## ARTICLE 7 MISCELLANEOUS

- 7.1 Time is of the essence and, unless all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder are paid when required, then the Vendor may at its option:
- (a) cancel this Contract by written notice to the Purchaser and in such event the amount theretofore paid by the Purchaser shall be absolutely forfeited to the Vendor on account of damages, without prejudice to the Vendor's other remedies and, notwithstanding any other provision herein, the Vendor's Solicitors are authorized to pay the amount held by them and such interest as may have accrued thereon to the Vendor upon written demand therefor by the Vendor; or
  - (b) elect to complete the transaction contemplated by this Contract, in which event the Purchaser will pay to the Vendor, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month compounded monthly (equivalent to 26.8% per annum)

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from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Vendor may so cancel this Contract at any time during the continuance of the default by the Purchaser, even if the Vendor has previously elected to complete the transaction.

7.2 The Purchaser by the execution of this Contract acknowledges and agrees that:

- (a) prior to the execution of this Contract, the Purchaser has received a copy of the Disclosure Statement and all amendments thereto, if any, and was given an opportunity to read and understand the Disclosure Statement and all amendments thereto, if any, all as required by the *Real Estate Development Marketing Act* (British Columbia);
- (b) upon taking possession of the Lot the Purchaser will be deemed to have accepted the Lot in the condition in which it is on the Completion Date;
- (c) the Purchaser hereby waives any right to receive and any Vendor's obligation to deliver a site profile pursuant to the *Environmental Management Act* (British Columbia); and
- (d) this Contract constitutes the entire agreement between the parties pertaining to the sale and purchase of the Lot and supersedes any prior agreements, negotiations and discussions, whether oral or written, of the Vendor and the Purchaser and there are no agreements, covenants, representations or warranties, express, implied, statutory, collateral or otherwise, made by the Vendor, its agents or employees, other than those contained herein.

7.3 Any notice, delivery or other communication in respect of this Contract will be in writing unless otherwise provided herein. Any notice, delivery or other communication to the Vendor will be addressed to the Vendor at its address set out on the first page of this Contract and be delivered by mail, email or fax. Any notice, delivery or other communication to the Purchaser will be addressed to the Purchaser at the Purchaser's postal or email address or fax number set out on the first page of this Contract or to the postal or email address or fax number of the Purchaser's solicitors and may be delivered by personal delivery, mail, fax or email. The Purchaser will notify the Vendor of the name and address of the Purchaser's solicitors as soon as reasonably possible and in any event well in advance of the Completion Date. Provided they are sent to the email or postal address or fax number stipulated herein for such party, notices, deliveries and other communications will be deemed to be received: (a) on the date of receipt if delivered or sent by personal delivery, fax or email, or on the next business day if delivered or sent by personal delivery, fax or email on a day that is not a business day in British Columbia; or (b) 3 business days after the date of mailing thereof. Either party may change its address for notices, deliveries and other communications by a written notice given in accordance with this provision. The Vendor shall have no duty to further verify the currency of the postal or email address or fax number of the Purchaser or the Purchaser's solicitors, as provided in any such case by the Purchaser, and unless the Purchaser advises the Vendor, in writing, of any change to the Purchaser's or the Purchaser's solicitors' postal or email address or fax number, all notices, deliveries or communications, including, for certainty, delivery of the Amendment and any other amendments to the Disclosure Statement or notice of the Completion Date, shall be deemed to have been received by the Purchaser in accordance with the provisions of this Section 7.3. The Purchaser acknowledges and agrees that the foregoing provision will affect the timing of the Purchaser's obligations to pay portions of the Deposit and to complete the transaction contemplated in this Contract and the Purchaser assumes all risk and liability associated with any failure to advise the Vendor of any change in the Purchaser's or the Purchaser's solicitors' postal or email address or fax number.

In this Contract, the Vendor's Solicitors shall be:

**Bell Alliance LLP**  
 201 – 1367 West Broadway  
 Vancouver, BC V6H 4A7  
 Attention: Lisa Niro, Partner  
 Tel: (604) 873-8723  
 Email: [lniro@bellalliance.ca](mailto:lniro@bellalliance.ca)

The Purchaser hereby consents to the Vendor providing or delivering the Disclosure Statement (or any portion thereof, or any amendment thereto) to the Purchaser by electronic means, including, without limitation, by email. If the Vendor provided the Disclosure Statement (or any portion thereof, or any amendment thereto) to the Purchaser by electronic means, including, without limitation, by email, then the Purchaser hereby confirms that the Purchaser consented to such provision by electronic means. The Purchaser must update the Purchaser's email address from time to time by written notice thereof to the Vendor in accordance with this section 7.3, and the Purchaser hereby irrevocably authorizes the Vendor to deliver any amendment to the Disclosure Statement to the most recent email address provided to the Vendor only. Delivery of any amendment to the Disclosure Statement by the Vendor to the Purchaser to any email address provided to the Vendor before receipt by the Vendor of notice (with the date of receipt to be determined in accordance with this section 7.3) of such updated email address will constitute full and adequate delivery and the Vendor will not be under any obligation to deliver such amendment to such updated email address. The Purchaser will, from time to time, forthwith upon receipt from the Vendor of a copy of any such amendment to the Disclosure Statement, execute and deliver to the Vendor a receipt, in a form to be provided by the Vendor, pursuant to which the Purchaser confirms that the Purchaser has received a copy of such amendment to Disclosure Statement.

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**7.4 Acknowledgements**

- (a) The Purchaser acknowledges that the Vendor may continue to carry out construction work on the Development and other purchasers may continue to carry out construction work on other lots within the Development after the completion of the purchase of the Lot by the Purchaser. The Purchaser further accepts that such work may cause inconvenience to the use and enjoyment of the Lot.
- (b) The Purchaser shall not impede or interfere with the Vendor's or other purchasers' completion of construction on other lots within the Development. The Purchaser acknowledges that the Vendor may retain lots in the Development for use as sales and administrative offices and/or display suites for marketing purposes or otherwise.

7.5 Any tender of documents or money under this Contract may be made upon the solicitor acting for the party upon whom tender is desired and it shall be sufficient that a negotiable certified cheque in lawful money of Canada drawn on one of the five largest Canadian chartered banks, HSBC Bank Canada, Vancouver City Savings Credit Union or Coast Capital Credit Union is tendered instead of cash.

7.6 All the covenants of the Vendor in this Contract shall only continue and survive the Completion Date to and including the date upon which the adjusted Purchase Price and all other amounts payable under this Contract are paid, but not thereafter.

7.7 The parties hereto shall do all further acts and things and execute all such further assurances as may be necessary to give full effect to the intent and meaning of this Contract.

7.8 This Contract may be executed by the parties and transmitted by telecopier or other means of electronic communication capable of producing a printed copy and, if so executed and transmitted, this Contract will be for all purposes as effective as if the parties had executed and delivered to one another a single original Contract of Purchase and Sale.

7.9 This offer and the Contract which will result from its acceptance shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia.

7.10 In this Contract any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural (and vice versa) and masculine includes feminine and neuter (and vice versa).

7.11 If any term or condition of this Contract or the application thereof to any person or circumstances shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract and the application of that term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this Contract shall be valid and enforced to the fullest extent permitted by law.

**7.12 AGENCY DISCLOSURE**

The Purchaser acknowledges having received, read and understood, and having concurrently signed, the disclosure form published by the Real Estate Council of British Columbia ("**RECBC**") entitled "Disclosure of Representation in Trading Services".

The Vendor confirms that it has a designated agency relationship with \_\_\_\_\_ (Agency)

and \_\_\_\_\_ (Salesperson).

The Purchaser confirms that it:

(a) has a designated agency relationship with \_\_\_\_\_ (Agency) and \_\_\_\_\_ (Salesperson); OR

(b) has no designated agent.

(IMPORTANT: If the Purchaser has no designated agent, then the Purchaser acknowledges that it is and will be dealing with the Vendor's Agent as an unrepresented party. The Purchaser understands and acknowledges that the Vendor's Agent acts solely for the Vendor and does not represent or act for the Purchaser in any capacity whatsoever. The Purchaser further acknowledges having received, read and understood, and having concurrently signed, the form published by the RECBC entitled "Disclosure of Risks to Unrepresented Parties")

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Purchaser's Initials
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**7.13 PERSONAL INFORMATION**

The Purchaser and the Vendor hereby consent to the collection, use and disclosure by the Agents and salespersons described in section 7.12, the real estate boards of which those Agents and salespersons are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates that Multiple Listing Service®, of personal information about the Purchaser and the Vendor:

- (a) for all purposes consistent with the transaction contemplated herein including:
  - (i) to complete the transaction contemplated by this Contract;
  - (ii) to invest the Deposit as provided for herein including providing personal information to the financial institution as required for reporting interest earned on the Deposit in accordance with applicable laws;
  - (iii) to market, sell, provide and inform the Purchaser of products and services of the Vendor and its affiliates and partners, including information about future projects;
  - (iv) to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and other applicable laws; and
  - (v) to disclose such personal information to the Vendor's affiliates, assignees, business partners, bankers, lawyers, accountants and other advisors and consultants in furtherance of any of the foregoing purposes;
- (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 purpose (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled Working with A Real Estate Agent.

The Purchaser also agrees to provide to the Vendor, the Vendor's agents and the Vendor's Solicitors, promptly upon request, any additional personal or other information not referred to herein that is required in order to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and regulations, rules and policies thereunder or relating thereto, and the Purchaser acknowledges that the foregoing consent applies to any such personal or other information.

- 7.14 Consent to Marketing Communication.** By initialing this section, the Purchaser consents to receiving commercial electronic messages, including messages about upcoming developments, special incentives, events, and market updates from the Vendor on behalf of the current and future members of the Vendor. The Purchaser acknowledges he or she or it can withdraw his or her or its consent at any time by unsubscribing by clicking on the unsubscribe link in future correspondence or by contacting the Developer.

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