



CONSOLIDATED DISCLOSURE STATEMENT

DEVELOPER: TLH Log Homes Ltd. (the “Developer”)

Address for Service:

Rockies Law Corporation
201 – 290 Wallinger Avenue
Kimberley, BC
V1A 1Z1

Business Address:

345 Mark Street
Kimberley BC
V1A 2Y9

REAL ESTATE BROKER: The Developer intends to use its own employees to market the subdivision lots being marketed and sold pursuant to this Disclosure Statement. The Developer’s employees are not licensed under the *Real Estate Services Act* of British Columbia and are not acting on behalf of the purchaser. The Developer may also engage Royal LePage East Kootenay Realty, 290 Wallinger Avenue, Kimberley, BC V1A 1Z1.

DATE: February 7, 2022

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.



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NOTICE

The right of rescission information set out below, in relation to section 21 of the Real Estate Development Marketing Act, applies only to new purchasers who have not previously received a Disclosure Statement in respect of this development property. Purchasers who have previously received a Disclosure Statement in respect of this development property accrued a right to rescind at that time and do not have a further right to rescind under section 21 of the Real Estate Development Marketing Act as a result of receiving this Consolidated Disclosure Statement, which incorporates an amendment to the original disclosure statement dated May 20, 2021. This notice does not affect any rights a purchaser may have under the purchaser's purchase agreement or at common law.

RIGHT OF RESCISSION

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

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to

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

The developer must promptly place purchaser's deposits with a brokerage, lawyer or notary public who must place the deposit 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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List of Exhibits

Exhibit "A"	-	Subdivision Plan EPP116167
Exhibit "B"	-	Statutory Building Scheme
Exhibit "C"		Design Guidelines
Exhibit "D"	-	Form of Option to Purchase
Exhibit "E"		Form of Contract of Purchase and Sale (Lot Only)
Exhibit "F"		Form of Contract of Purchase and Sale (Lot and Improvement)



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THE DEVELOPER

- 1.1 TLH Log Homes Ltd. was incorporated in British Columbia on June 14, 2004 under registration number BC0697402 and subsequently amalgamated with 1307595 B.C. Ltd., a an affiliated corporation, on January 1, 2022 forming one company under the name TLH Log Homes Ltd.
- 1.2 The Developer was not incorporated specifically for the purpose of developing the subdivision lots and does have property other than the development property itself.
- 1.3 The registered and records office of the Developer is c/o Rockies Law Corporation, 201 – 290 Wallinger Avenue, Kimberley, BC V1A 3B3.
- 1.4 The sole director of the Developer is Carl Erik Lauren.
- 1.5 (1) The Developer and its directors have previous development experience as follows:

The Developer has been a residential home builder, commercial general contractor and log & timber framing company in Kimberley and surrounding area for the past 16 years. The Developer also has also been involved with various commercial and industrial projects.

Carl Lauren has 23 years' experience in the construction and development industry and has been directly responsible for several real estate development projects, including a staged multi-unit building strata development, subdivision and sale of industrial land and numerous successful real estate transactions. Carl Lauren directly runs the business activities of the residential construction and development arm of TLH Log Homes Ltd. O/A Tyee Homes. Prior to starting TLH Log Homes Ltd. Carl worked as project manager and site superintendent for the Vancouver branch of Stuart Olson Construction Inc.

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

(3) To the best of the Developer's knowledge, neither the Developer nor any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to the disclosure statement, have been declared bankrupt or made a voluntary assignment in bankruptcy, or made a proposal under any legislation relating to bankruptcy or insolvency or 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.



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(4) To the best of the Developer's knowledge, no director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five years prior to the date of the Developer's declaration attached to the disclosure statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer

(a) 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, or

(b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been 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 Other than as disclosed in this Disclosure Statement, there are no conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, 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 the purchaser's purchase decision.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

The development is within the City of Kimberley at 501 Forest Crowne Way. The development being marketed by the Developer consists of 22 residential fee simple lots (the "Lots"). The Lots are shown on subdivision plan EPP116167 attached as Exhibit "A" which sets out the layout of the development and the dimensions of the Lots.

The development is a part of Forest Crowne, a 600 acre residential community. The already developed stages of the community are entirely comprised of bare land strata and fee simple subdivision lots. All roadways and pathways connecting the development to the Forest Crowne community are either owned and maintained by the City of Kimberley or the applicable strata corporations. There are no shared costs or facilities.

2.2 Permitted Use

The development property is zoned R-8A Low Density Residential. The permitted uses within the R-8A zone include single family dwellings, public utility use and park. Accessory uses include home based businesses, accessory dwellings, carriage house dwellings and buildings and structures



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accessory to a permitted use. Except for the permitted uses that apply to all zones as set out in the City of Kimberley zoning bylaws, no subdivision lot may be used for commercial or other purposes not ancillary to residential purposes or beyond those intended by the Developer.

Purchasers can access the entire text of the City of Kimberley Zoning Bylaw No. 1850 on the City's website and can obtain further information and details about zoning and permissible uses by contacting the planning department of the City of Kimberley at 340 Spokane Street, Kimberley, BC, (250) 427-5311.

2.3 Building Construction

The Developer will primarily be selling the Lots as bare land. Purchasers will be responsible to construct their own improvements, however the Developer may on a limited basis be engaged as the home builder by certain owners to construct homes on their Lots. The Developer may also construct pre-built homes to be sold together with some of the Lots.

Any construction on the Lots will be subject to the building scheme registered on title and attached as Exhibit "B".

The building scheme requires, among other things, that construction designs are approved by the Developer or its nominee as being in compliance with the Developer's design guidelines. A copy of the Developer's current design guidelines is attached as Exhibit "C".

A building permit is required for construction of any improvements on the Lots. The responsibility for the design and construction of an improvement on any Lot, and obtaining the necessary permits for such construction, lies solely with the purchaser.

3. SERVICING INFORMATION

3.1 Utilities and Services

Underground water, electrical, telephone and sewerage services have been installed to the lot lines for each of the Lots. It will be the responsibility of the purchasers to apply for, install and pay any connection fees associated with connecting the services to any improvements constructed on the Lots.

(i) Water:

Water will be supplied by the City of Kimberley. Purchasers will pay for connection to the improvements from the front lot line and will be responsible for service usage fees and charges. Purchasers may be required to install a water meter before a building permit will be issued and will have to comply with applicable water usage regulations.



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(ii) Electricity:

Electricity will be provided by B.C. Hydro and separately metered to each Lot. Purchasers will be responsible for the installation of electrical services to their Lot from the front lot line upon application to B.C. Hydro and payment of the applicable hook up charges as well as ongoing service usage fees and charges.

(iii) Sewerage:

Sewerage service will be supplied by the City of Kimberley. Purchasers will pay for connection to the improvements from the front lot line and will be responsible for service usage fees and charges.

(iv) Natural Gas:

Gas service will be provided by Fortis. Purchasers will be responsible for the installation of gas service to his or her Lot from the front lot line upon application to Fortis and payment of the applicable hook up charges as well as ongoing service usage fees and charges.

(v) Fire Protection:

Fire Protection is provided by the City of Kimberley. The development will be serviced with fire hydrants.

(vi) Telephone, Internet and Cable:

Telephone, internet and cable service will be provided by Telus and/or Shaw. Purchasers will be responsible for connection of telephone and cable service into his or her Lot from the front lot line to the residence upon application for and payment of the applicable application and hook up charges by the purchaser to Telus or Shaw, as applicable.

(vii) Access:

Access to the development is via Forest Crowne Blvd, a roadway maintained by the City of Kimberley. All roads within the development have been or will be constructed by the Developer and will be dedicated public roads.

(viii) Garbage

Municipal garbage disposal services are provided by the City of Kimberley.



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4. TITLE AND LEGAL MATTERS

4.1 Legal Description of the Development

The legal description of the Lots is Lots 1 – 22 District Lot 3064 Kootenay District Plan EPP116167.

4.2 Ownership

The registered owner of the development property is the Developer.

4.3 Existing Encumbrances and Legal Notations

(1) Legal Notations:

The following legal notations are currently registered against title to the parent parcel:

- (a) Annexed Easement KX25962: registered March 4, 2005 over adjacent lands for the benefit of the parent parcel relating to the operation of a gravel pit and associated activities. Since there will be no gravel pit operated within the development, this easement is no longer of any relevance.

(2) Existing Encumbrances

The following charges are currently registered against title to the parent parcel:

- (a) Undersurface Rights 16951D: registered in 1929 in connection with the transfer of land from the City of Kimberley to the Consolidated Mining and Smelting Company of Canada Limited subject to a proviso for, among other things, the reservations for minerals in the original Crown grant.
- (b) Undersurface Rights 18240D: registered in 1931 in connection with a grant of mineral rights to the Consolidated Mining and Smelting Company of Canada Limited.
- (c) Grant of Timber KL136591: registered in 1997 in connection with a grant of timber rights in favour of Cominco Ltd.
- (d) Covenant CA9519783: registered in favour of the City of Kimberley setting out certain requirements in connection with wildfire safety measures, including a requirement to use fire resistant materials.
- (e) Statutory Building Scheme CA9519806: setting out various restrictions in connection with the construction and use of the Lots. A copy of this charge is attached as Exhibit “B”.



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The above encumbrances may contain, among other things, restrictions on and impediments to the use of a Lot by an owner. Prospective purchasers are advised to review thoroughly all of the above encumbrances with their legal advisor prior to the expiration of any rescission period.

4.4 Proposed Encumbrances

Prior to transfer of title to a purchaser it is anticipated that the following additional encumbrances will be registered against title to the Lots:

- (i) Option to purchase in favour of the Developer in a form similar to Exhibit “D”. The option to purchase will allow the developer to repurchase a Lot sold to a purchaser for 85% of the purchase price paid by the purchaser to the Developer if they do not construct a dwelling within the time periods set out therein.
- (ii) Any and all such rights of way, easements, restrictive covenants, dedications and other rights or restrictions required by the City of Kimberley, British Columbia Hydro and Power Authority, Forts, Shaw, Telus, the Province of British Columbia, or any other applicable governmental authority or public or private utility in connection with the development. Without limiting the generality of the foregoing, the City of Kimberley may require a section 219 covenant restricting development or removal of trees within the area identified as “Natural Tree Preservation Area” in Exhibit “A”.
- (iii) Such other charges or encumbrances which in the Developer’s opinion are reasonably necessary or desirable for the development of the Lots.

The Developer reserves the right not to register any of the proposed encumbrances listed above or to register them with such modifications, alterations, additions or deletions as may be required by the applicable Land Title Office, the City of Kimberley or as otherwise required by the Developer in order to facilitate the development in its sole discretion.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or anticipated litigation or liability in respect of the development or against the Developer which might affect the development.

4.6 Environmental Matters

The Developer is not aware of any dangers of flooding or any geotechnical hazards. The Developer is not aware of any material facts relating to the condition of the soil and subsoil or any other environmental matter that would affect the development property.



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Purchasers are advised to conduct their own due diligence, including, but not limited to, geotechnical and/or environmental matters in respect of the Lots and the development, and the Developer makes no warranty whatsoever, express or implied, as to environmental or geotechnical matters.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

Services installation and road construction have been completed by the Developer and the subdivision plan creating the Lots was registered with the Land Title and Survey Authority on November 19, 2021.

5.2 Warranties

The Developer will not be providing any warranties in respect of the land comprising the Lots. The details regarding warranties on any improvements constructed by the Developer will be as set out in the purchase agreement.

6. APPROVALS AND FINANCES

6.1 Development Approval

The Developer received a preliminary layout approval from the City of Kimberley dated March 26, 2021 and the subdivision plan creating the Lots was registered with the Land Title and Survey Authority on November 19, 2021.

6.2 Construction Financing

The Developer completed the servicing and subdivision of the Lots and no financing is currently being arranged in respect of the development or further development of the Lots.



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7. MISCELLANEOUS

7.1 Deposits

All deposits will either be paid to Rockies Law Corporation, Barristers and Solicitors, of 201 – 290 Wallinger Avenue, Kimberley or the purchaser's real estate brokerage and, in either case, will be held in trust in the manner required by the *Real Estate Development Marketing Act*.

7.2 Purchase Agreement

The Developer intends to use the forms of contract attached hereto as Exhibit "E" and Exhibit "F" for the sale of the Lots which are sold to purchasers not represented by a licensee under the Real Estate Services Act. For purchasers who are represented by a licensee, the purchaser will provide a schedule incorporating the material terms of Exhibit "E" or Exhibit "F", as applicable, into the form of contract of purchase and sale typically used by licensees for the sale of residential land in British Columbia.

7.3 Developer's Commitments

In addition to the installation of main services and paving of arterial roadways and paths, the Developer intends to construct a playground on the portion of the development lands identified on Schedule "A" as such. The proposed playground will be located on dedicated park land and will be maintained by the City of Kimberley as a City Park. The City of Kimberley has requested that the Developer provide a proposed plan for alternative emergency egress.

7.4 Other Material Facts

Other than as disclosed in this Disclosure Statement, the Developer is not aware of any other material facts which affect, or could reasonably be expected to affect, the market price, value or use of a Lot or the development property. There are no material contracts entered into or proposed to be entered into by the Developer, or a person associated with the Developer that impose obligations or restrictions on a Lot or the purchaser, other than as disclosed in this Disclosure Statement.

[signatures on following page]

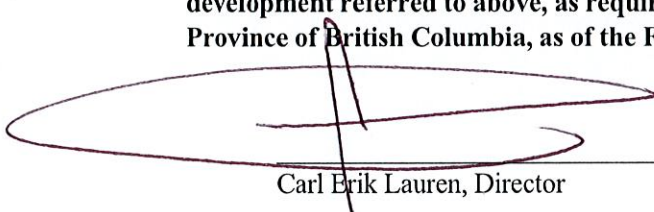


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DECLARATION

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.

The foregoing statements disclose, without misrepresentation, all material facts relating to the development referred to above, as required by the *Real Estate Development Marketing Act* of the Province of British Columbia, as of the February 7, 2022.



Carl Erik Lauren, Director

TLH Log Homes Ltd., by its Authorized Signatories:



Per:

Carl Erik Lauren, Authorized Signatory

EXHIBIT A

SUBDIVISION PLAN OF LOT A DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP94760

BCGS 82G.051

THE INTENDED PLAT SIZE OF THIS PLAN IS
500mm IN WIDTH BY 840mm IN HEIGHT (D SIZE)
WHEN PLOTTED AT A SCALE OF 1:750

LEGEND:

GRID BEARINGS ARE DERIVED FROM PLAN EPP94760
AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 11 (N17
WEST LONGITUDE)

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, UNLESS
OTHERWISE SPECIFIED. DISTANCES ARE DERIVED FROM PLAN EPP94760.
GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED SCALE FACTOR
DETERMINED BASED ON THE COMBINED SCALE FACTOR HAS BEEN
DETERMINED BASED ON THE COMBINED SCALE FACTOR OF 1.01 METRES.

ALL DISTANCES ARE IN METRES.

- - DENOTES STANDARD IRON POST FOUND
- - DENOTES STANDARD IRON POST PLACED
- ▲ - DENOTES INVERSE NUB FOUND

The Association of BC Land Surveyors has granted
relief from compliance with Rule 2-6(2) - the requirement
that the boundaries of a District Lot boundaries within the
the parcel under survey.



DATUM NA803 (CSRS V002.0),
UTM Zone 11
UTM EASTING
UTM NORTHING
COMBINED FACTOR
ESTIMATED ABSOLUTE ACCURACY = 0.1 METRES.

DATUM NA803 (CSRS V002.0),
UTM Zone 11
UTM EASTING
UTM NORTHING
COMBINED FACTOR
ESTIMATED ABSOLUTE ACCURACY = 0.1 METRES.

DL 13956 (STUTZ MC)

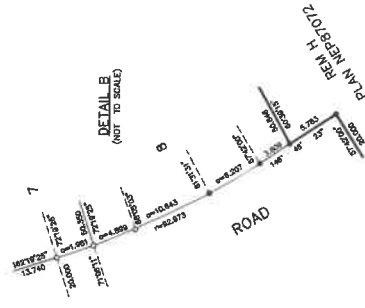
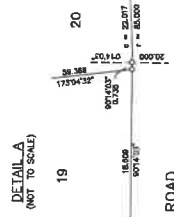
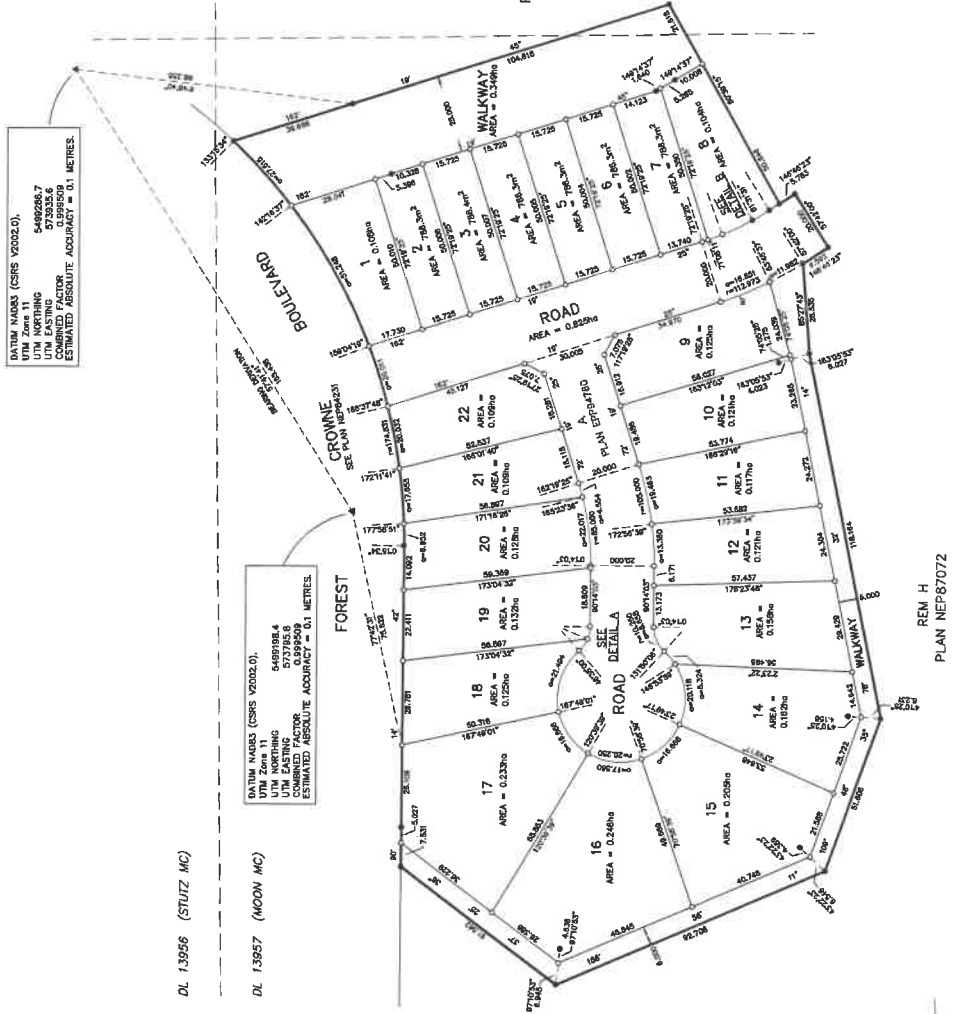
DL 13957 (MOON MC)

DL 13955 (VIELE MC)

DL 13954 (OLDS MC)

REM H
PLAN NEP87072

3064



MELHARNEY ASSOCIATES
LAND SURVEYING LTD.
1800 WILLOWBROOK DRIVE
VICTORIA, BC V8M 2G5
TEL: 250-686-3015
FAX: 250-686-0142

THIS PLAN LIES WITHIN THE JURISDICTION OF THE
ATTORNEY GENERAL FOR THE CITY OF VICTORIA.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED ON THE 22nd DAY OF October, 2021.
Rym Richmond, BOLS 1004
THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF EAST KOOTENAY.

PLAN EPP116167

EXHIBIT B



1. Application

Rockies Law Corporation
201 - 290 Wallinger Ave
Kimberley BC V1A 1Z1
2504270111

56395 - FC6

2. Description of Land

PID/Plan Number	Legal Description
EPP116167	LOT 1 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 2 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 3 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 4 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 5 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 6 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 7 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 8 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 9 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 10 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 11 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
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EPP116167	LOT 13 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 14 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 15 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 16 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 17 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
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EPP116167	LOT 20 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 21 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
EPP116167	LOT 22 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167

3. Nature of Charge, Notation, or Filing

Type	Affected Number	Additional Information
STATUTORY BUILDING SCHEME		

4. Person Entitled to be Registered as Charge Owner

TLH LOG HOMES LTD.
PO BOX 336
KIMBERLEY BC V1A 2Y9

BC0697402



Electronic Signature

Your electronic signature is a representation that

(a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and

(b) if this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

Anna Marie Bara
47F5W5

Digitally signed by
Anna Marie Bara 47F5W5
Date: 2021-11-19
09:54:45 -08:00

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE: BUILDING SCHEME

LEGAL DESCRIPTION AND PARCEL IDENTIFIER NO.(S):

NO PID LOT 1 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 2 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 3 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 4 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 5 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 6 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 7 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 8 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 9 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 10 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 11 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
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NO PID LOT 16 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 17 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 18 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 19 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 20 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 21 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167
NO PID LOT 22 DISTRICT LOT 3064 KOOTENAY DISTRICT PLAN EPP116167

Address of person entitled to register this building scheme:

PO BOX 336
KIMBERLEY, BC
V1A 2Y9

Full name, address, telephone number of person presenting application:

ROCKIES LAW CORPORATION
201 – 290 WALLINGER AVENUE
KIMBERLEY, BC
V1A 1Z1



SIGNATURE OF APPLICANT, OR
SOLICITOR OR AUTHORIZED AGENT

I, Carl Lauren on behalf of TLH LOG HOMES LTD. ("TLH") declare that:

1. TLH is the registered owner in fee simple of the above described lands (hereinafter called "the Lots)
2. TLH hereby creates 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.

EXECUTION(S):

Officer Signature(s)



STEVE BRINE, LL.B.
Barrister & Solicitor
Suite 201 - 290 Wallinger Avenue
Kimberley, BC

V1A 1Z1
OFFICER CERTIFICATION:

Execution Date

Y	M	D
2021	11	09

Registered Owner(s) Signature(s)

TLH Log Homes Ltd., by its Authorized Signatory:



Carl Lauren

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

No improvement shall be constructed on any Lot unless such improvement complied with the design guidelines designated by the nominee of TLH Log Homes Ltd. (the "Developer"), and, without limiting the generality of the foregoing, the following restrictions shall apply:

General Restrictions on Use of Lots

1. No camping or any other form of temporary occupation in a tent or temporary structure shall be permitted on any Lot.
2. No overnight accommodations are permitted in a trailer or recreational vehicle for more than 7 consecutive days or 28 days in a calendar year.
3. No inter-modal containers (sea-cans) or any similar type of unit or storage container shall be placed or kept on any Lot.
4. No owner, tenant or occupant of a Lot shall store or permit to be stored any household refuse or garbage outside the dwelling unit of such owner, tenant or occupant on the Lot.
5. Except for lots 1 through 8, no secondary suites, accessory dwelling or carriage houses may be constructed on the Lots. For the sake of clarity, this restriction does not apply to Lots 1 through 8.
6. No pole, mast, antenna or aerial structure shall be installed or maintained on any Lot.
7. No wind chimes shall be permitted on a Lot.
8. No used structure shall be relocated to or placed upon any Lot.
9. No power, telephone, water, sewer, television or other utility lines may be installed in or on a Lot unless they are installed underground.
10. No living Ponderosa pine tree may be cut or removed or caused to die on a Lot without the written approval of the Developer or its nominee.
11. No window or thru-wall air conditioning units are permitted in any dwelling on a Lot.
12. Car tents, portable garages or other similar structures are not permitted on any Lot.

Materials

13. Improvements on any Lot may not be constructed with any materials other than new materials, except for used materials incorporated into the improvements for decorative or aesthetic effect or as otherwise approved by the Developer or its nominee.
14. No mechanical equipment or utilities may be located outside of the dwelling on a Lot unless it is located within the building envelope area approved by the Developer or its nominee, fully screened from view and located to minimize impact on neighbouring Lots.

Fencing and Privacy Screens

15. No fencing of any type is permitted in the front yard of the dwelling on any

- Lot.
16. No fence may be erected or constructed on a Lot that exceeds 5 feet from finished grade to the top of the fence.
 17. No fence may be erected or constructed on any portion of a Lot other than black chain link fencing or custom designed wood fencing.
 18. No solid panel fencing shall be permitted.
 19. Privacy screens shall not be greater than 12 feet in length in any one direction and shall not exceed 26 feet in total length or exceed 6 feet in height.
 20. Use of chain-link is not permitted for screen fences.

Driveways and Lot Access

21. A Lot may not have more than one driveway connection to the frontage road.
22. Gravel driveways abutting the frontage road are not permitted.

Signs and Lighting

23. No billboards, placards, advertising or signage of any kind which is visible from the exterior of a Lot shall be permitted, except for a standard "for sale" sign for the sale of the Lot or signage installed in connection with the marketing and sale of the overall development, including the sales center, show home and preferred builder signage.

EXHIBIT C



Forest Crowne – Phase 6
Residential Design Guidelines
ISSUED: May 20, 2021



DEVELOPER & DESIGN REVIEW COORDINATOR

TLH Log Homes Ltd. O/A Tye Homes
PO Box 336
Kimberley, BC
V1A 2Y9
Ph: 250-427-0510
Email: info@tyehomes.com

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I.0 DESIGN APPROVAL PROCESS

I.1 Intent and Scope

These design guidelines apply to any new construction or exterior renovations made to existing structures within the Forest Crowne (Phase 6) development and are intended to provide a set of criteria to be followed to ensure that the community is developed in a consistent manner of superior quality and character.

I.2 Design Guideline Amendments

The DRC may amend these design guidelines from time to time in its sole discretion.

I.3 Design Review Coordinator

Initially, the Design Review Coordinator (the “DRC”) will be the developer, TLH Log Homes Ltd. o/a Tyee Homes. As the community grows, some or all of the DRC responsibilities may be delegated to a committee of owners or other qualified persons selected by the developer.

I.4 Responsibility of the Design Review Coordinator

The DRC is responsible for reviewing and approving all residential development in Phase 6, which includes:

- (a) all new construction and site development;
- (b) revisions to previously approved plans; and
- (c) renovation, expansion, or revision to the exterior of any building or structure.

I.5 Responsibility of Owners

Owners and their design teams are responsible to comply with the procedures and other requirements as set out in these guidelines. Owners are also responsible for obtaining all required permits from the City of Kimberley and for compliance with applicable zoning bylaws.

I.6 Refundable Security Deposit

Owners must submit a \$10,000.00 refundable security deposit to the DRC prior to submission of any review applications. Cheque or money order should be made payable to TLH Log Homes Ltd.. The developer may delegate this responsibility to committee members of the DRC. In such event, security deposits will be transferred to and held in an account managed by the committee members. The security deposit will be held until final approval of construction and landscaping is issued by the DRC:

If owners are not in compliance with these design guidelines, without limiting any other remedy available to the DRC, the DRC may, in its sole discretion, use funds from the security deposit to remedy such non-compliance. In addition, the DRC may pay funds out of the security deposit for any of the following:

- (a) costs to clean up or repair any damage or mess caused by the owner or its contractors to the adjacent lots or roadway;
- (b) reimbursement for any expenses reasonably incurred by the DRC to enforce these design guidelines, including, without limitation, legal fees (on a solicitor and its own client basis) and disbursements incurred in relation to any action or proceeding commenced to compel compliance with the statutory building scheme registered against title; and

(c) payment of administrative fees set out in these design guidelines.

Following final approval of the construction and landscaping, the security deposit will be refunded to the owner, less any amounts utilized as set out above. No interest is payable on the security deposit.

The DRC may, in the DRC's discretion, release the security deposit prior to final approval.

I.7 Application and Review Procedures

I.7.1 Submit Application for Preliminary Concept Plan Approval

The preliminary concept plan review stage ensures that the design being pursued is in general conformance with these design guidelines. It is not necessary, nor is it intended, to submit final drawings at this stage. The preliminary concept plan should however contain sufficient detail to allow the DRC to confirm adherence to these design guidelines, but still allow for revisions to the plans based on feedback from the DRC.

Owners must submit their preliminary concept plan to the DRC together with a completed application form as attached in **Appendix A – Application for Preliminary Concept Plan Approval**.

Following review and approval of the preliminary concept plan submitted, the DRC will provide a letter outlining any issues with the design to date and recommendations regarding how to proceed with the final design.

I.7.2 Submit Application for Final Design Plan Approval

The application for final design plan approval must include all relevant information required for a complete review of adherence to these design guidelines and must clearly address any issues that may have been raised previously by the DRC during the preliminary concept plan review process. The DRC will not commence final review prior to submission of all required documentation.

Owners must submit an application as attached in **Appendix B – Application for Final Design Plan Approval** together with all required documents and plans listed in the application form.

If the final design plan is not approved due to deficiencies identified by the DRC, the DRC will provide the owner with a list of the deficiencies and the owner will have an opportunity to amend the final design plan and resubmit for approval.

Upon approval of the final design plan, the DRC will issue a letter to the applicant approving the plans submitted for approval. The approval may be issued conditionally upon the owner making certain amendments to the plans submitted or other specifications for the home or landscaping. It is the responsibility of the Owner to ensure that the conditions outlined in the approval letter are implemented prior to commencement of construction and are fully adhered to throughout construction of the home and landscaping.

I.7.3 Submit Application for Building Permit

Securing a building permit is the responsibility of the Owner. Upon receipt of your final approval from the DRC the owner may submit stamped approved drawings to the City of Kimberley for a building permit.

I.7.4 Final Approval of Construction and Landscaping

Following completion of the construction and landscaping, owners may request the DRC to complete a final review.

If there are deficiencies identified by the DRC, the DRC will provide the owner with a list of the deficiencies and the owner must adequately correct them prior to obtaining final approval. If approved, the DRC will issue a final approval notice to the owner and authorize the release of the security deposit, less any amounts utilized in accordance with these design guidelines.

I.7.5 Changes to Approved Plans

Any changes to approved plans must comply with these design guidelines and be submitted to and approved by the DRC prior to implementation.

I.8 Variances From These Design Guidelines

The DRC may, in its sole discretion, permit homes to be constructed that do not strictly adhere to these design guidelines. Variances may be permitted for certain homes based on superior design that, while maintaining the overall theme and character of the community, may not conform to one or more specific guidelines. Variances may also be provided due to situations that are not addressed in these design guidelines. Variances for each home will be considered on their own merits. Existing variances within the community shall not be considered precedent for other homes. Approval of a variance does not obligate the DRC to do grant the same or similar variances in the future.

I.9 Administrative Fees

Owners must pay the following administrative fees in connection with design review and approval:

<u>Consideration of Changes to Approved Plans:</u>	\$75.00 per hour
<u>Consideration of Variance Application Request:</u>	\$75.00 per hour
<u>Resubmission of Deficient Application:</u>	\$75.00 per hour
<u>Notification of Non-Conformance:</u>	\$75.00 per hour

In addition to the above, the DRC may charge a reasonable amount based on the time and effort spent by the DRC to remedy or enforce any non-compliance with these design guidelines.



DESIGN GUIDELINES

2.1 Architectural Theme and Character

Buildings should complement and relate to the land, conform to natural grades, harmonize with the character of the surrounding landscape and reflect the styles of contemporary Rocky Mountain and Pacific West Coast style architecture. Single pitch, lower slope roof lines are encouraged. See below picture examples of encouraged home styles.



EXAMPLES OF CONTEMPORARY ROCKY MOUNTAIN & PACIFIC WEST COAST STYLE

Note: All images contained in these design guidelines are provided to demonstrate elements of contemporary mountain architecture. Not all elements of all homes illustrated would be acceptable in Phase 6. All homes in Phase 6 must meet with the requirements of these design guidelines as outlined herein.



2.2 Plan Approval

Owners must obtain approval from the DRC prior to construction in accordance with these design guidelines. Issuance of preliminary and final approvals are at the sole discretion of the DRC. In considering whether to approve plans, the DRC will consider these design guidelines. However, in certain circumstances the DRC may, in its sole discretion, approve plans which do not strictly comply with all requirements if in the opinion of the DRC the overall theme and character of the design is better served without strict compliance. Approval of a plan which does not strictly comply with these design guidelines does not obligate the DRC to approve other plans with the same or similar non-compliance.

2.3 Statutory Building Scheme

In addition to any requirements set out in these design guidelines, owners must comply with any statutory building scheme registered against title to the lands. A copy of the schedule of restrictions currently intended to be included in the statutory building scheme is attached as **Appendix C – Schedule of Restrictions in Statutory Building Scheme**.

2.4 Zoning Bylaws

It is the responsibility of owners to comply with City of Kimberley zoning bylaws. The DRC may withhold approval of plans or final construction if the owners do not comply with zoning bylaws. For reference, a copy of current zoning is attached as **Appendix D – City of Kimberley R8A Zoning**.

2.5 Wildfire Considerations

Forest Crowne is within an area subject to wildfire risk. Building materials which are fire resistant and less susceptible to wildfire propagation must be incorporated. Owners must comply with any covenants registered against title relating to wildfires. See attached **Appendix D – Section 219 Covenant – Wildfire Building Restrictions**.

2.6 Site Planning and Use

2.6.1 Siting

Siting of buildings and structures should be site specific and allow for sufficient spacing from lot line boundaries and incorporate the natural landscape. Consideration should be given for existing mature trees to minimize unnecessary tree removal. Siting should also be in conformity with the development of housing on adjacent lots to provide an aesthetic that is consistent with neighbouring houses. Sufficient buffer zones of undisturbed lands must remain in its natural state with no changes to the natural topography or removal of any natural ground cover, vegetation or trees, other than removal of dead trees, shrubs or as otherwise may be approved by the DRC.

Plans submitted must include a proposed “building envelope” area to be approved by the DRC within which development is permitted.

2.6.2 Grading and Drainage

Lot grading must be undertaken to ensure proper drainage and maintain pre-development stormwater flows. No lot grading that negatively affects the overall drainage scheme of the development or neighbouring lots is permitted. Dwellings may not be artificially elevated and must be constructed in accordance with “lowest top of footing” and “finish floor elevations” prescribed and/or approved by the DRC for the site.

Lot grading outside the building envelope area for a dwelling shall not be permitted unless approved by the DRC.

Owners are responsible to confirm actual sub-surface conditions prior to construction and to design dwellings to address any specific sub-surface conditions appropriately. This includes the responsibility to assess the need for weeping tile drainage of the proposed dwelling site and to design and install a system capable of providing suitable drainage as may be required.

Owners are responsible to accommodate all required drainage and outflow for any weeping tile system within the confines of the owner's lot. The natural topography of some lots will permit for the down slope daylighting of a weeping tile system and facilitate discharge to natural drainage courses.

Drainage swales and retaining walls, where required and approved by the DRC, must be designed to enhance the natural character of the site, conform to the overall approved site grading and drainage plan in respect of the Development and be constructed in accordance with the requirements of these design guidelines.

2.6.3 Side Yard Setbacks

Side yard setbacks must be a minimum of 7.5 feet for Lots 1 through 8 and 8.0 feet for Lots 9 through 22.

2.6.4 Driveways and Lot Access

Unless otherwise approved by the DRC, driveways must:

- (a) be fully within the building envelope area approved by the DRC, except as required for access to the frontage road;
- (b) be set back a minimum of 2.0 meters from the side yard lot line;
- (c) not exceed 5.0 meters in width at its connection point to the roadway.

Driveway surfacing must be approved by the DRC. Acceptable surfacing materials include:

- (a) adequately reinforced and textured concrete;
- (b) asphalt; and
- (c) any other surfacing approved by the DRC.

2.7 Building Materials

2.7.1 New Materials

All materials must be new materials, other than those incorporated into the improvement for decorative or aesthetic effect.

2.7.2 Reflective Materials

Non-reflective materials are to be used in the construction of any improvements, including non-reflective glazing.

2.7.3 Front Facades

Quality building materials shall be used consistently in the construction of any improvements. Variety in materials is permitted and encouraged throughout a dwelling/building, but shall not appear as if creating an extravagant street facade at the expense of other facades.

The use of “feature” finishes on the front facade of a dwelling/building and lesser quality finishes on the side and rear facades is not permitted. Unless otherwise approved by the DRC, all finishes must wrap a minimum of 6 feet around from the front of the dwelling/building on a Lot and must end at a logical transition point.

2.7.4 Wood

The use of low maintenance exterior materials is encouraged for exterior finishes. Although exterior wood accents (such as timber frame and log) are encouraged, all other exterior wood finish materials are not likely to be approved except for soffits.

2.7.5 Wall Finishing and Cladding

Dwellings must include at least two different wall cladding materials. Dwellings/buildings which, in opinion of the DRC, utilize too few or too many different cladding materials will not be permitted.

Materials for walls may be horizontal and board and batten fibre cement siding (ie. Allura or Hardie) natural stone and coloured, acrylic stucco. Certain brands of cementitious siding and metal cladding may not be permitted by the DRC.

Artificial stone that does not have the appearance of real stone is not permitted. Artificial stone that is manufactured for installation in ‘sheets’ or ‘panels’ is not permitted. Artificial stone manufactured from materials, other than concrete, is not permitted.

The use of metals as a cladding element requires specific prior approval from the DRC. Any approved metal surfaces must be non-glare and be similar to Westform Metals Prolok 16 profile.

Walls shall not be surfaced with concrete, brick, plywood, aluminum or plastic siding or any other material not approved as an exterior finish.

2.7.6 Door, Window, Soffit and Trim Materials

Exterior trims (ie. Fascia, window/door, garage door, horizontal belly bands, etc.) are to be a low maintenance product such as LP Smart trim or similar. Wood trims are generally not acceptable.

All doors must have exterior trim on three sides which is a minimum of 4” in width.

Flat panel doors with integral glass are encouraged. Raised panel or wooden doors are not permitted.

Non-reflective materials are to be used, including non-reflective glazing.

All windows must be either exterior metal clad or fibreglass. Exterior vinyl or wood windows are not permitted.

Exterior white windows will not be permitted

The use of glass block on exteriors is not permitted.

Fascia shall be built-up. Flat fascia is not permitted. Fascia shall be appropriately scaled to the overall design of the dwelling, but shall be a minimum of 8 inches in height.

Vinyl and aluminum fascia are not permitted.

Soffits may be wood or aluminum. Vinyl, Smart Trim, fibre cement board and other composite materials will not be permitted for soffits.

2.7.7 Eavestroughs

Eavestrough and associated rainware shall be prefinished metal to complement the overall colour scheme of a dwelling.

2.7.8 Roofing Materials

All roof penetrations must be grouped. All vents and other roof mounted appurtenances must be coloured to match the roof. Galvanized metals are not permitted.

Roofs may be finished with architectural asphalt shingles, standing seam metal or other materials complementary to the overall design of the dwelling or as approved by the DRC.

Tile roofs will not be permitted other than with the prior approval of the DRC.

Combustible materials, such as wood shingle or shake, are not permitted roofing materials.

2.7.9 Chimneys

Stone, shingle or other suitable materials are required to be utilized for the full height of any

Chimney or exterior fireplace. All flues shall be contained in a chimney structure – exposed flues are not permitted except for direct-vent gas fireplaces. Flues for direct-vent gas fireplaces shall be located in an inconspicuous location.

2.8 Building Massing and Scale

2.8.1 Style and Theme

Massing and scale of structures must reflect the architectural themes of contemporary Rocky Mountain and Pacific West Coast styles. All accessory buildings or structures must be proportionate to the scale and character of the principal dwelling.

2.8.2 Roof Pitch and Overhang

Modern designs with single pitch and lower slopes is encouraged, although must not have a slope less than 1.5/12 unless otherwise approved by the DRC.

Roof overhangs should be a minimum of 30 inches.

Snow diverters or snow retainers must be designed as an integral part of the roof design. Snow diverters or snow retainers are not required with asphalt shingle roofs.

Domes, barrel vaults, gambrel and mansard roof forms are not permitted.

2.8.3 Building Height

Unless otherwise approved by the DRC, no primary dwelling shall exceed two storeys in height, not including the basement, and no accessory buildings may exceed one storey in height.

2.8.4 Building Size

Unless otherwise approved by the DRC:

- (a) all dwellings must have a minimum gross floor area of at least 1,500 square feet;

(b) the main (ground) floor of any two-storey dwellings must have a minimum gross floor area of at least 1,000 square feet; and

(c) basement footprints may not exceed the footprint of the main (ground) floor of a dwelling.

Gross floor area of a dwelling shall be calculated from the outside of all exterior walls and shall include all finished space, excluding garages, covered or uncovered porches or any unfinished space.

Doors and Windows

The front door of a dwelling must be visible from the frontage road and may not be obscured behind a garage or located on the side of the dwelling where it is not visible.

Windows must be square or angular in shape. Round or oval windows are not permitted.

2.8.5 Garages

Unless otherwise approved by the DRC, garages are required on all lots.

Garages facing onto and perpendicular to the frontage road may be no greater than three cars in width. Garages greater than two cars in width must utilize at least 1 single-width garage door.

Garage doors may not exceed 10 feet in height. Garage doors over 8 feet in height may require additional design considerations to minimize the visual impact.

Carports and other open storage structures are not permitted unless approved by the DRC.

2.9 Decks, Patios, Porches and Balconies

2.9.1 Privacy Screens

Privacy screens are permitted for patios, court yards and hot tubs, provided they complement and are incorporated with the primary dwelling.

2.9.2 Decks

“Deck” as referred to in these design guidelines includes any outdoor roofed or roofless, floored structure, typically with a railing, that adjoins a dwelling and is elevated above the finished grade of the immediately adjoining landscape. All decks must be clearly illustrated on the plans submitted for design approval.

Decks must be located primarily in the rear of a dwelling which they adjoin (i.e., within the rear yard), although they may extend around the side of a dwelling if the deck does not overlook the neighbouring dwellings. All decks must be fully contained within the building envelope approved by the DRC.

The design and construction of a deck must be complementary to the design of the dwelling which it adjoins. The use of pressure treated lumber for exposed elements is not permitted (no pressure treated lumber elements may be visible on a completed deck). All elements of the deck must be sized to a scale appropriate to the design of the dwelling which it adjoins and to express the structural qualities of the various elements thereof (i.e., post and columns must be robust to define their role as structural elements).

Decks must not extend greater than 15 feet beyond the rear of a dwelling. Decks situated more than 5 feet above finished grade must have the underside of the deck finished with cladding such that the structural members are not visible.

Deck railings must be designed to be complementary to the design of the principal residence.

Balconies

“Balcony” as referred to in these design guidelines includes any outdoor, floored structure, located above the first floor of a dwelling. All balconies must be clearly illustrated on the plans submitted for design approval.

All balconies must be fully contained within the building envelope approved by the DRC. Balconies shall be located and designed in a manner that is considerate of neighbouring residences and their views. Balconies should be incorporated into the design of a dwelling and will not be permitted as ‘add-on’ elements. Balconies will only be permitted where they do not overlook a neighbouring residence. All balconies must include elements to screen the bottom of the balconies from view.

Balconies may extend no more than 3 feet beyond the face of the dwelling of which they are a part. All balconies of a dwelling may not exceed an aggregate total greater than 80 square feet in area.

The design and construction of a balcony (including all railing elements) must be complementary to the design of the principal residence. Unfinished woods and metals are not permitted on balconies. The use of pressure treated lumber for exposed elements is likewise not permitted for balconies. All elements of the balcony must be sized to a scale appropriate to the design of the residence of which it is a part and to express the structural qualities of the various elements (i.e., post and columns must be robust to define their role as structural elements).

Patios

“Patio” as referred to in these design guidelines includes any at-grade outdoor space, with a hard surface, adjoining a dwelling and that is at the same finished grade of the immediately adjoining landscape. Patios shall be located and designed in a manner that is considerate of neighbouring residences and their views. Patios at the sides of a dwelling which they adjoin may not be permitted if it is deemed by the DRC to likely affect or impact the enjoyment of the neighbouring property. All patios must be clearly illustrated on the plans submitted for design approval.

All patios must be fully within the building envelope approved by the DRC. The design and construction of a patio must be complementary to the design of the principal residence which it adjoins. Patios must be paved with a hard surface such as concrete or pave stone. Any overhead elements associated with the patio must be designed and constructed to complement the residence which it adjoins. Unfinished woods and metals are not permitted for patio surfaces. The use of pressure treated lumber for exposed elements on patios is likewise not permitted.

All elements of a patio must be sized to a scale appropriate to the design of the residence which it adjoins and to express the structural qualities of its various elements (i.e., post and columns must be robust to define their role as structural elements).

Railings are not permitted on patios.

Porches

“Porch” as referred to in these design guidelines includes any outdoor covered platform, usually having a separate roof, at an entrance to a dwelling which may or may not be elevated above finished grade. Porches may or may not be enclosed with screen or other materials to extend their seasonal use. All porches must be clearly illustrated on the plans submitted for design approval.

Porches shall be located and designed in a manner that is considerate of neighbouring residences and their views. All porches related to a dwelling must be associated with an entrance to the dwelling.

The design and construction of a porch must be complementary to the design of the principal residence. Porches, including all railing elements, must be designed and constructed to complement the residence. Unfinished woods and metals are not permitted for porches. The use of pressure treated lumber for exposed elements is likewise not permitted for porches. All elements of the porch must be sized to a scale appropriate to the design of the residence and to express the structural qualities of its various elements (i.e. post and columns must be robust to define their role as structural elements).

All porches associated with an entrance to a dwelling on a Lot must be fully contained within the building envelope approved by the DRC and may not extend more than 8 feet beyond the face of such dwelling. Porches situated less than 5 feet from finished grade must include skirting or other finishes around the base. All porches over 5 feet from finished grade must include elements to screen the bottom of such porches from view.

3.0 Colours, Lighting and Building Accessories

3.1.1 Colour

All colour schemes are to be submitted to the DRC for review and approval.

Doors must be painted a colour that complements the overall colour scheme of the dwelling or be clad similar to the windows.

Window frames shall be coloured to complement the dwelling. White window frames are not permitted.

Garage doors shall be finished to complement the overall colour scheme for the dwelling. Modern style garage doors such as Steelcraft Esteem series are encouraged.

Fireplaces, mechanical and exhaust venting and other mechanical equipment which are part of a dwelling must be coloured to match the exterior of the dwelling. Unfinished (galvanized or white) venting and equipment is not permitted.

3.1.2 Lighting

White light fixtures are not permitted.

3.1.3 Awnings

Fixed and retractable awnings are not permitted.

3.1.4 Hot Tubs and Water Features

Hot tubs must be located in the rear yard and situated in a manner that does not affect or impact neighbouring views or impede a neighbour's use and enjoyment of their lot.

Swimming pools may be permitted only with prior approval from the DRC.

3.1.5 Retaining Walls

Retaining walls must blend into the natural landscape and be constructed of native rock or heavy timber.

Retaining walls required for slope retention along the side of a dwelling shall not extend beyond the side property line and shall be designed to ensure that the lot and neighbouring lots are not compromised by the retaining wall.

The exposed height of a retaining wall system shall be a maximum of 5ft.

Walls over 36" in height shall be stepped and a minimum 24" horizontal separation shall be provided between each step.

3.1.6 Fire Pits

Fire pits are only permitted in the rear yard.

3.1.7 Recreational Equipment and Facilities

All recreational equipment (i.e. trampolines, swing sets, playground structures, etc.) must be in the rear yard only and located within the building envelope approved by the DRC.

Tennis courts and other hard sport surfaces are not permitted.

3.1.8 Accessory Buildings or Structures

Gazebos, storage buildings and other accessory buildings and structures must be designed to complement the primary residence and be constructed of matching colours and materials.

4.0 Fencing

No fencing of any type is permitted in the front yard of a lot. Fences must either be custom wood fencing or black chain link. Fences must not exceed 5 feet. Wood fencing design should be of a type that is open enough to minimize disruption of sight lines.

5.0 Landscaping

Front yards must be fully landscaped from the furthest set back part of the front of the house to the edge of the frontage road.

Coniferous trees shall be a minimum of 2.4 metres in height when planted. A deciduous tree shall be a minimum of 50 millimetres caliper when planted.

All plant materials must be bear smart. Planting of fruit-bearing trees and shrubs is not permitted.



LIST OF ATTACHMENTS

Appendix A – Application for Preliminary Concept Plan Approval

Appendix B – Application for Final Design Plan Approval

Appendix C – Schedule of Restrictions in Statutory Building Scheme

Appendix D – City of Kimberley R8A Zoning

Appendix E – Section 219 Covenant – Wildfire Building Restrictions

Appendix A – Application for Preliminary Concept Plan Approval

APPLICATION FOR PRELIMINARY CONCEPT PLAN APPROVAL

Lot Number: _____

Lot Owner Name(s): _____

Mailing Address: _____

Phone: _____

Cellular: _____

Email: _____

Applicant:

(if other than Owner)

Applicant Mailing Address (if different than above):

Phone: _____

Cellular: _____

Email: _____

The owner acknowledges and agrees that design review committee members assume no responsibility for the accuracy of the information provided, or for any losses or damages resulting from use thereof. This plan review does not guarantee approval for building permit by the City of Kimberley, nor does City of Kimberley approval for building permit guarantee approval from the design review coordinator.

Security Deposit: \$10,000 Payable to TLH Log Homes Ltd.

Owner Signature: _____ **Date:** _____

Owner Signature: _____ **Date:** _____

Appendix B – Application for Final Design Plan Approval

APPLICATION FOR FINAL DESIGN PLAN APPROVAL

This Plan Approval Application must be completed by the Owner or Applicant and submitted with all other required materials for Design Review.

Lot Number: _____

Lot Owner: _____

Mailing Address: _____

Phone: _____

Cell: _____

Email: _____

Applicant:

(if other than Owner)

Applicant Mailing Address (if different than above):

Phone: _____

Cell: _____

Email: _____

Submission Requirements

All drawings submitted for review must be clear, legible and to scale. It is recommended that all drawings be prepared by a professional.

Applications (with plans and other documentation required for submission) may be submitted by email as PDF documents only (JPEG, TIFF and other file formats are not acceptable).

Applications for Final Design Plan Approval must include each of the following:

Plan Approval Application | Complete Appendix B and submit with your application

Site Plan | The site plan must illustrate the location of the building envelope; proposed building (and all other structures); driveway; walkways; parking areas; patios; retaining walls; and locations of all proposed services; site grading; and, existing trees and major shrubs to be retained and/or removed.

Floor Plans and Roof Plan | Floor plans should clearly define the foundation location; any bay or other projections; wall sections; split levels or second storey configurations; fireplace chimney; and exterior door and window sizes. Roof plan must indicate roof slope and location of all exterior paced mechanical equipment or other appurtenances

Exterior Building Elevations and Sections | Exterior elevations of all sides of the building, and sections, drawn through the entire lot, front to back and side-to-side. These shall be at the same scale as the floor plans, with both existing and proposed grade lines shown. All exterior materials and colours must be clearly indicated on the elevations.

Landscape Plan | Landscape Plan at the same scale as the site plan. Landscape plan shall indicate the locations and sizes of all existing trees, as well as all proposed landscape planting. It shall also indicate all retaining wall locations(s), material(s) and section(s); surface treatments; decorative features such as pools or imported rocks; site furnishings; and landscape structures.

Site Drainage Plan | A site drainage plan is required that indicates the locations of all roof drainage and indicates how all site drainage is being addressed to ensure that pre-development flows are maintained.

Exterior Lighting Plan | A plan indicating the locations of all exterior lighting (on buildings and within landscape). Include fixture schedule with catalogue clips for site and building exterior lighting fixtures and street identification.

Colour Board | Colour/Samples mounted on an 9" x 12" (max.) colour sample board, identified with the manufacturer's name, colour and/or number, of all exterior materials and colours including window manufacturer and glass specification. Colour board shall be clearly marked with the owner's name, filing date, and Lot number. Manufacturer's catalogue cuts of all exterior lighting fixtures are to be provided as part of the colour sample board.

Building Summary

Dimensions

Ground Floor Area (gross floor area): _____ sf

Second Floor Area (gross floor area): _____ sf

Basement Floor Area (gross floor area): _____ sf

Garage Floor Area (gross floor area): _____ sf

Gross floor area shall include all finished living space measured from the outside of exterior walls. Do not include garage floor area in other areas.

Building Height _____ ft/inches

Roof Pitch (ie. 6:12) _____ Pitch of primary roof only

Building height shall be measured in accordance with the City of Kimberley Zoning Bylaw.

Building Siting

Setback From Property Line

Front Setback _____ ft/inches

Rear Setback _____ ft/inches

Side Yard Setback #1 _____ ft/inches

Side Yard Setback #2 _____ ft/inches

Indicate distance from property line to edge of foundation wall.

Building Elevations

Driveway Rise From Top Of Curb @ Road

High Side Of Driveway _____ ft/inches

Low Side Of Driveway _____ ft/inches

Top of Garage Slab Concrete @ Toe of Garage _____ ft/inches
Measured from top of curb @ high side of curb in line with garage

Top of Main Floor Subfloor _____ ft/inches
Measured from top of curb @ high side of curb in line with garage

Underside of Main Level Of Footings _____ ft/inches
Distance as measured from top of main floor subfloor

Building Materials

List all proposed exterior cladding materials. Provide material type, manufacturer and colour.

Description of Item	Material (Description / Manufacturer)	Colour
Foundation Cladding		
Walls – Primary Cladding		
Walls – Other Cladding		
Walls – Other Cladding		
Walls – Other Cladding		
Roof		
Gable Ends		
Soffit		
Fascia		
Eavestrough		
Window and Door Trim		
Windows		
Front Entrance Door		
Other Doors		
Garage Door		
Chimney		
Porch & Deck Railings		
Other		

Landscape Materials

List all proposed landscape materials. Provide material type, manufacturer and colour.

Description of Item	Material (Description / Manufacturer)	Colour
Driveway	_____	_____
Front Walkway	_____	_____
Other Walkways	_____	_____
Patio / Porch	_____	_____
Retaining Walls	_____	_____

RELEASE AND INDEMNITY AGREEMENT

The undersigned owner(s) acknowledges and agrees:

1. that neither TLH Log Homes Ltd. or any committee member of the DRC or any person engaged by either of them (collectively, the "Releasees") has made any representation or warranty whatsoever for any omissions, inaccuracies or mistakes in respect of these design guidelines or the implementation of them;
2. to release, hold harmless and indemnify the Releasees as and against any claim, action, liability, loss, damage, expense or cost relating to these Design Guidelines or the implementation of them due to any cause whatsoever, including, without limitation, the failure of the Releasees to properly administer or implement these design guidelines, negligence, breach of contract or breach of any statutory or other duty of care; and
3. not to sue or assert a claim against the Releasees in relation to any matter relating to these Design Guidelines or the implementation of them or any other person who could bring a third party claim against the Releasees.

I fully understand the above and with my signature agree to all above terms:

Owner Name: _____

Owner Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Appendix C – Schedule of Restrictions in Statutory Building Scheme

Appendix E – Section 219 Covenant – Wildfire Building Restrictions

EXHIBIT D

Purchaser's Initials: _____

GENERAL INSTRUMENT - PART 2

OPTION TO PURCHASE

BETWEEN:

(the "Grantor")

AND:

TLH Log Homes Ltd., Inc. No. BC0697402
c/o Rockies Law Corporation
201- 290 Wallinger Avenue
Kimberley, BC V1A 1Z1

(the "Grantee")

WHEREAS:

- A. The Grantor is the registered owner in fee simple of those certain lands and premises (the "Land") lying in the East Kootenay Assessment Area, British Columbia and described in Item 2 of the Form C, General Instrument – Part 1 to which this Agreement is attached and forms part; and
- B The Grantor has agreed to grant to the Grantee an option to purchase the Land on the terms and conditions of this option.

NOW THEREFORE this option witnesses that in consideration of the sum of \$10.00 now paid by the Grantee to the Grantor, the receipt of which is acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.01 In this option:

"Business Day" means any day that the Kamloops Land Title office is open for business, excluding Saturdays, Sundays and statutory holidays;

"Completion Date" means as defined in section 3.01(a);

"Dwelling" means a habitable dwelling which meets the municipal zoning requirements of the Land and complies with any restrictive covenant or statutory building scheme registered on title to the Land;

"Land Title Office" means the Kamloops Land Title Office;

"Permitted Encumbrances" means those liens, charges and encumbrances listed in Schedule "A";

"Purchase Price" means an amount equal to 85% of the amount shown as "Consideration" in item 3 of the Transfer plus an amount equal to 60% of the actual amount paid by the Grantor for construction of improvements on the Land as evidenced by receipts provided by the Grantor to the Grantee prior to the Completion Date;

Purchaser's Initials: _____

“Registration Date” means the date upon which application for registration of this option is submitted to the Land Title Office; and

"Transfer" means the Form A Freehold Transfer of an estate in fee simple effecting transfer of title to the Land from the Grantee to the Grantor registered on the same or similar date as the date of registration of the within instrument.

ARTICLE II **OPTION**

2.01 The Grantor grants to the Grantee the full and exclusive first right and option, irrevocable within the time limited by this option, to purchase the Land for the Purchase Price, free and clear of all liens, charges and encumbrances, except for the Permitted Encumbrances.

2.02 It is agreed that the option to purchase granted hereby will only be exercisable by the Grantee if the Grantor:

- (a) does not obtain a building permit from the City of Kimberley for construction of a Dwelling on the Land and commence construction of same within 60 months of the Registration Date;
- (b) does not substantially complete construction of the Dwelling on the Land within 24 months of the date of commencement of construction; or
- (c) does not substantially complete the landscaping of the Land within 36 months of the commencement of construction.

PROVIDED, HOWEVER, that the Grantee will not exercise the option to purchase pursuant to sections 2.02(a), (b) or (c) above if the failure to meet the specified timeline has resulted from an act or omission of the Grantee.

For the purposes of this clause 2.02,

“commencement of construction” requires, at a minimum, excavation of the building site, placement of building materials and installation of forms for the foundation or slab in preparation of building the Dwelling;

construction of the Dwelling will be “substantially complete” if all exterior finishes, doors and windows are installed in compliance with the statutory building scheme registered on title to the Land; and

landscaping will be “substantially complete” if a finished driveway is installed, the surface of the Land is graded and vegetation or rock work is added in compliance with the statutory building scheme registered on title to the Land.

2.03 Upon the Grantee becoming entitled to exercise this option to purchase pursuant to Article 2.02, this option to purchase may be exercised by the Grantee at any time until the 20th anniversary of the Registration Date.

2.04 Upon the satisfaction by the Grantor of the conditions described in Article 2.02 or if the Grantee fails to exercise the option to purchase during the time period specified in Article 2.03 above (after becoming entitled to do so) then this option to purchase shall lapse and be

Purchaser’s Initials: _____

of no further force and effect and the Grantor will be entitled to a release and discharge of this option to purchase from title to the Land.

ARTICLE III CONVEYANCE OF LAND ON EXERCISE OF OPTION

3.01 If this option is exercised, a binding agreement for the purchase and sale of the Land will be constituted on the following terms and conditions:

- (a) the completion date of the sale (the "**Completion Date**") will be the 30th day after the date upon which the notice to exercise this option is delivered to the Grantor, unless such day is not a Business Day, in which case, the next business day, and on the Completion Date, the Grantee shall pay the Purchase Price to the Grantor;
- (b) payment of the Purchase Price may be effected by bank draft or solicitor's trust cheque, and shall be effected by courier or by hand;
- (c) notwithstanding the foregoing, the Grantee may deliver the Purchase Price to the Grantor's solicitor on appropriate undertakings to transfer title to the Land to the Grantor and discharge existing encumbrances, other than the Permitted Encumbrances;
- (d) prior to the Completion Date, the Grantor will execute and deliver to the Grantee's solicitor in trust, against an undertaking to pay the Purchase Price, all such documents as may be required to effect a transfer of the Land from the Grantor to the Grantee;
- (e) the Grantee shall have possession of the Land on the Completion Date; and
- (f) time shall be of the essence to the agreement of purchase and sale which arises from the exercise of this option to purchase.

ARTICLE IV COVENANTS OF THE GRANTOR

4.01 During the term of this option;

- (a) the Grantor will pay all taxes, rates, levies and assessments that may be levied, charged or assessed in respect of the Land; and
- (b) the Grantor will not grant an option to purchase the Land to any person other than the Grantee.

4.02 The Grantor will, at its sole expense, cause this Option to Purchase to be registered in priority to all financial charges.

ARTICLE V MISCELLANEOUS

5.01 Time is of the essence of this option and any agreement of purchase and sale that may arise out of the exercise of this option.

5.02 If an agreement for the purchase and sale of the Land results from the exercise of this option, the Land will be at the risk of the Grantor until the Grantee has applied to the Land Title Office to register the Transfer.

Purchaser's Initials: _____

- 5.03 Any document or written notice to be served upon or given to either the Grantor or the Grantee pursuant to this agreement shall be sufficiently served and given if delivered, sent by facsimile transmission or mailed, prepaid and registered:
- (a) in the case of the Grantee:
- To the address of the Grantee's registered and records office in British Columbia
- (b) in the case of the Grantor:
- To the address of the registered owner of the Land as listed on title to the Land
- 5.04 This option enures to the benefit of and is binding upon the parties, their respective heirs and successors and permitted assigns.
- 5.05 The option may be assigned by the Grantee.
- 5.06 This option is governed by and shall be construed in accordance with the laws of the Province of British Columbia.
- 5.07 Wherever the singular or the masculine is used in this option it will be construed as the plural or feminine or neuter, as the case may be, and vice versa where the context or parties so require.
- 5.08 This Option shall constitute an interest in the Land and shall, in accordance with its terms, be binding on each and every parcel, lot, strata lot or air space parcel in which the Land may be subdivided.

SCHEDULE "A"

PERMITTED ENCUMBRANCES

"Permitted Encumbrances" means:

[This Schedule will be completed by the Grantee prior to the date on which this Option to Purchase is submitted for registration to the applicable Land Title Office and will include only those non-financial encumbrances registered on title to the Lot as of the day of submission for registration]

Purchaser's Initials: _____

EXHIBIT E



Lot # _____

**FOREST CROWNE (PHASE 6)
OFFER TO PURCHASE AND AGREEMENT OF SALE
(Bare Land)**

The Vendor: TLH Log Homes Ltd. (the “Vendor”)
345 Mark Street, Kimberley, BC V1A 2Y9

The Purchaser(s):

NAME: _____ NAME: _____

ADDRESS: _____

TEL: _____ EMAIL: _____

(collectively, the “Purchaser”)

Purchaser’s Solicitor (if known): _____

1. The Purchaser hereby offers to purchase from the Vendor the subdivision lot to be known as Lot _____ District Lot 3064 Kootenay District Plan EPP116167 (the “Lot”).
2. Schedule “A” (Additional Terms and Conditions) forms an integral part hereof. The Purchaser acknowledges that he/she has read all paragraphs and schedules of this agreement.
3. The Purchaser’s obligation to purchase is subject to the conditions precedent (if any) specified in Schedule “B”. Unless each such condition is waived or declared fulfilled by written notice given to the Vendor on or before the date specified for each condition, this Agreement will be terminated and the Deposit (as defined below) shall be returned to the Purchaser.
4. The Purchase Price for the Lot is:

\$ _____ (the “Purchase Price”)
payable in lawful money of Canada plus GST (5%).

The Purchase Price does not include property transfer tax or adjustments for municipal taxes and utilities.

Purchaser’s Initials: _____

5. The Purchaser agrees to pay the Purchase Price as follows:

- (a) \$ _____ as an initial deposit (the “**Initial Deposit**”), together with this offer, receipt of which will be acknowledged by the Vendor by acceptance of this offer. If this offer is not accepted, the Initial Deposit will be returned;
- (b) \$ _____ as an additional deposit (together with the Initial Deposit, the “**Deposit**”), within 7 days of the Acceptance Date (as defined below); and
- (c) the remaining balance of the Purchase Price (plus all applicable taxes and adjustments) on _____, 20____ (the “**Completion Date**”).

6. This offer is open for acceptance by the Vendor until revoked by notice in writing delivered to the Vendor and upon acceptance by the Vendor by signing a copy of this offer, there shall be a binding agreement of purchase and sale of the Lot for the Purchase Price, on the terms and conditions herein contained.

DATED this ____ day of _____, 20__.

THIS OFFER, IF ACCEPTED, IS A LEGAL AND BINDING CONTRACT, READ IT ALL BEFORE YOU SIGN!

WITNESS:

_____)	_____
Signature)	Purchaser
_____)	
Name of Witness)	_____
_____)	Purchaser
(AS TO ALL SIGNATURES))	

This Offer to Purchase is accepted by the Vendor this ____ day of _____, 20__ (the “**Acceptance Date**”).

TLH Log Homes Ltd.,

Per: _____

Disclosure Statement Receipt

The Purchaser hereby acknowledges receipt of a copy of and a reasonable opportunity prior to the execution of this Agreement to read the Consolidated Disclosure Statement dated June 4, 2021 together with any amendments thereto (collectively, the “**Disclosure Statement**”).

Purchaser's Signature

Purchaser's Signature

Lot # _____

SCHEDULE "A"
ADDITIONAL TERMS AND CONDITIONS

1. **Payment of Deposit:** The Purchaser will pay the full amount of the Deposit within 7 days of the Acceptance Date. If the purchaser fails to increase the Initial Deposit when required, the Vendor may elect to cancel this purchase agreement and, if the Vendor elects to cancel this agreement, the amount of the Initial Deposit will be forfeited to the Vendor without prejudice to any of the Vendor's other legal rights hereunder. All payments to the Vendor are to be made by way of bank draft or solicitor's trust cheque made payable to Rockies Law Corporation (the "**Vendor's Solicitor**").
2. **Completion:** The Purchaser will pay the remaining balance by way of bank draft or solicitor's trust cheque to the Vendor's Solicitor on the Completion Date as set out in this Agreement.
3. **Extensions and Force Majeure:** Notwithstanding anything to the contrary contained herein, if the Vendor is delayed from completing the transfer of the Lot as a result of earthquake, flood, or other act of God, fire, explosion, pandemic, accident, act of any governmental authority, strike, lockout, inability or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Vendor may extend the Completion Date from time to time as required by the Vendor, in the sole discretion of the Vendor, until the Lot is ready to be legally transferred, by providing prior notice of such extended Completion Date to the Purchaser at the Purchaser's address as set out above or the Purchaser's solicitor or notary.
4. **Deposit Held in Trust by Vendor's Solicitor:** The parties agree that the Deposit shall be held in trust by the Vendor's Solicitor on behalf of the Vendor. Any interest earned on the Deposit shall always accrue to and be payable to the Vendor. In the event that the Purchaser fails to complete this transaction on the Completion Date, or if the Purchaser or the Purchaser's solicitor fails to deliver the documents required to be delivered pursuant to this Agreement to the Vendor's Solicitors at least five (5) days prior to the Completion Date, the Deposit and any interest earned shall be paid to the Vendor without prejudice to the Vendor's other rights and remedies hereunder or otherwise at law.
5. **Residency:** The Vendor is not a non-resident within the meaning of the *Income Tax Act* (Canada).
6. **Lien Holdback:** The Vendor, at the Vendor's sole cost and expense, will promptly attend to the removal of any liens filed against the Lot under the *Builders Lien Act* in respect of any work done at the behest of the Vendor or the Vendor's contractors. The parties agree that the Vendor is not required to holdback any portion of the sale proceeds under the *Builders Lien Act* or otherwise and the Purchaser agrees not to require the Vendor or the Vendor's Solicitor to holdback any portion of the sale proceeds.
7. **Completion:** On the Completion Date, the Vendor will:
 - a) transfer title to the Lot to the Purchaser free and clear of all registered liens and mortgages, subject to the exceptions listed in section 23(1) of the *Land Title Act* and:
 - i) the existing legal notations registered on title and any additional legal notations as may be set out in the Disclosure Statement;
 - ii) any existing charges registered on title and any additional charges described in the Disclosure Statement;

Purchaser's Initials: _____

Lot # _____

- iii) any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them;
- iv) an option to purchase on the terms and conditions set out in this Agreement;

(the “**Permitted Encumbrances**”)

and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered liens or mortgages (the “**Charges**”).

The Purchaser acknowledges and agrees that the Vendor may be using the purchase monies received from the Purchaser to obtain a partial discharge of the Charges from the Lot. The Purchaser’s solicitor or notary public may pay the balance of the adjusted Purchase Price on the Completion Date to Vendor’s Solicitor in trust on their undertaking to pay to the holders of the Charges the amount required by their payout statement to legally oblige such Charge holders to discharge their Charge from title to the Lot. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the Kamloops Land Title Office but only if before such lodging against title to the Lot, the Purchaser has:

- A) deposited in trust with its solicitor the cash balance of the Purchase Price not being financed by the mortgage;
- B) fulfilled all the new mortgagee’s conditions for funding except lodging for registration; and
- C) made available to Vendor’s Solicitor a lawyer’s or notary public’s undertaking, in a form acceptable to the Vendor’s Solicitor, to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.

8. **Costs/GST:** The Purchaser shall assume and pay where applicable all real property taxes, federal Goods and Services Tax (“GST”) on the value of the Lot, Property Transfer Tax, rates, local improvement assessments and other charges levied against Lot, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the Completion Date. The Purchaser will pay to the Vendor on the Completion Date the amount of the GST on the value of the Lot and the Vendor will be responsible for remitting the appropriate amount of tax. If the Purchaser is a corporation and a GST registrant prior to the Completion Date, the Purchaser may self-assess the GST by providing the Vendor’s Solicitor with its GST registration number and such other documents, indemnities and certificates as may be required by them.

9. **Bare Land:** The Lot is the subdivision lot as described in this Agreement and does not include any dwelling unit or other building.

10. **Lot dimensions:** The Purchaser has satisfied themselves as to the dimensions and area of the Lot and acknowledges that the Vendor has made no representations whatsoever with respect to such matters.

Purchaser’s Initials: _____

Lot # _____

11. **No Vendor Representations:** The Purchaser acknowledges having ample opportunity to inspect the Lot prior to completion and on completion agrees to accept the Lot in an “as is, where is” condition without any representation or warranty of the Vendor whatsoever including but not limited to any warranty of fitness for use, merchantability, or condition.

12. **Service Facilities:** The Purchaser acknowledges that the development includes service facilities and equipment required by public authorities, utility providers and any others having jurisdiction over the development, such as transformers, fire hydrants, wiring, cables, poles and other such facilities and equipment. The Purchaser acknowledges the current plans for the development may not indicate the location of all such service facilities and the Purchaser accepts the Lot with any such service facilities as are deemed necessary by the Vendor, without compensation to the Purchaser.

13. **Lot Description:** The civic address, the Lot number relating to the Lot, and the address assigned to the development as of the date hereof are subject to change at the discretion of the Vendor without compensation to the Purchaser.

14. **Transaction Documents:** It shall be the Purchaser’s responsibility to prepare the documents necessary to complete this transaction (including the option to purchase described in the Disclosure Statement) and the Purchaser shall deliver to the Vendor a Form A – Transfer and Form C – Option to Purchase, in registrable form, and a Statement of Adjustments at least five (5) days prior to the Completion Date. The Purchaser shall bear all costs of preparation and registration of the closing documents (including the option to purchase described in the Disclosure Statement) and delivery of the purchase monies to the Vendor. The Vendor shall bear all costs of providing clear title to the Lot in accordance with this Agreement.

15. **Contractual Obligations:** Neither this Agreement nor any interest in the Lot created hereunder shall be registered in the applicable Land Title Office except for the transfer of the Lot (and option to purchase described in the Disclosure Statement) on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.

16. **Time of the Essence:** Time shall be of the essence of this Agreement. Unless all payments on account of the Purchase Price together with the adjustments are provided and all other amounts payable by the Purchaser are paid when due, then the Vendor may terminate this Agreement and in addition to, and without limitation of, any other remedy available to the Vendor, the Deposit plus any interest accrued shall immediately and absolutely be forfeited to the Vendor. The Purchaser acknowledges and agrees that in such case the Deposit represents earnest money, and is not in the nature of a penalty. The Purchaser hereby irrevocably authorizes and directs any solicitors or real estate agents holding any such Deposit to forthwith upon the request of the Vendor deliver such Deposit to the Vendor.

17. **Risk:** The Lot shall be at the risk of the Vendor until the transfer of the Lot has been accepted for registration in the Land Title Office and thereafter at the risk of the Purchaser.

18. **Assignment:** The Purchaser shall not assign its rights under this Agreement without the prior written consent of the Vendor, which consent may be withheld at the sole and unfettered discretion of the Vendor.

19. **Sale:** The Purchaser shall not advertise or offer the Lot for sale prior to the Completion Date.

20. **Privacy Consent:** The Purchaser consents to the collection, use and disclosure of personal information contained in this agreement and otherwise as collected by or on behalf of the Vendor and its agents, affiliates and service providers for the following purposes:

Purchaser’s Initials: _____

Lot # _____

- a) to complete the transaction contemplated by this agreement;
- b) to engage in business transactions including securing financing for the construction of the development;
- c) to provide ongoing products and services to the purchasers;
- d) to market, sell, provide and inform the Purchaser of the Vendor's products and services including information about future projects; and
- e) additional purposes identified when or before the information is collected.

21. **Interpretation:** All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires.

22. **Binding Agreement:** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All covenants and agreements herein shall survive the Completion Date and not merge.

23. **Entire Agreement:** This Agreement is the entire agreement between the parties and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-formas provided to the Purchaser other than those contained in this agreement or in the Disclosure Statement. The agreements, representations and warranties contained herein will survive completion and the conveyance of the Lot to the Purchaser. This Agreement may not be altered or amended except by an amendment in writing signed by both parties.

24. **Jurisdiction:** It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof shall be governed and construed in accordance with the laws of the Province of British Columbia. The parties attorn to the jurisdiction of the Supreme Court of British Columbia.

25. **Notice:** Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by either facsimile or email, or sent by prepaid mail to the Vendor or to the Purchaser as the case may be, at the above address. The time of giving such notice, document, or communication shall be, if delivered, when delivered, if sent by facsimile or email, then on the day of transmission, and if mailed, then on the third business day after the day of mailing. Email and facsimile shall be valid methods of delivering any notice referred to or required under this Agreement or the Disclosure Statement.

26. **Tender:** Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's solicitor or notary. Any documents or money to be tendered on the Vendor shall be tendered, if money, by way of certified funds, bank draft or solicitor's trust cheque, and shall be delivered at the Purchaser's expense to Vendor's Solicitor.

27. **Joint and Several Obligations:** Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.

28. **Option to Purchase:** On the Completion Date, the Purchaser shall grant to the Vendor an option to purchase the Lot in the form attached to the Disclosure Statement. Such option to purchase shall be registered by the Purchaser on the Completion Date as a charge against the Lot concurrently with the Form A Transfer and in priority to any financial encumbrances to be granted by the Purchaser.

Purchaser's Initials: _____

Lot # _____

29. **Construction Deposit:** In addition to the Purchase Price, the Purchaser agrees to pay the Vendor a construction deposit in the amount of \$10,000 to be released to the Vendor on the Completion Date and held as a construction deposit pursuant to the terms set out in the design guidelines attached to the Disclosure Statement.

30. **Design Guidelines:** The Purchaser covenants and agrees to submit plans to the Vendor or the Vendor's nominee for approval prior to construction of any improvements on the Lot and to fully comply with the design guidelines attached to the Disclosure Statement.

31. **Further Assurances:** Each of the parties will execute and deliver such further documents and instruments and do such acts and things as may, before or after the Completion Date, be reasonably required by another party to carry out the intent and meaning of this Agreement.

32. **Independent Legal Advice:** The Purchaser has been advised to seek and obtain independent legal advice before signing this Agreement. The Purchaser has either obtained independent legal advice or has decided not to obtain independent legal advice and, in either case, the Purchaser has read and fully understands this Agreement.

33. **Counterparts:** The parties agree to accept signatures of offer and acceptance by facsimile or other electronic means as originals and, in addition the parties agree that signatures delivered in counterpart, by fax or electronic means will result in a binding agreement between them.

Purchaser's Initials: _____

Lot # _____

SCHEDULE "B"
CONDITIONS PRECEDENT

The Purchaser's offer to purchase the Lot is subject to the following terms and conditions, all of which are for the sole benefit of the Purchaser:

The Purchaser being satisfied with _____

on or before _____, 20____

Unless each condition is waived or declared fulfilled by written notice given to the Vendor on or before the date specified for each condition, this Agreement will be terminated and the Deposit shall be returned to the Purchaser.

Purchaser's Initials: _____

EXHIBIT F



LOT # _____

FOREST CROWNE (PHASE 6)
OFFER TO PURCHASE AND AGREEMENT OF SALE
(Land with Improvements)

The Vendor: TLH Log Homes Ltd. (the “Vendor”)
345 Mark Street, Kimberley, BC V1A 2Y9

The Purchaser(s):

NAME: _____ NAME: _____

ADDRESS: _____

TEL: _____ EMAIL: _____

(collectively, the “Purchaser”)

Purchaser’s Solicitor (if known): _____

1. The Purchaser hereby offers to purchase from the Vendor the subdivision lot to be known as Lot _____ District Lot 3064 Kootenay District Plan EPP116167 (the “Lot”) together with the improvements constructed in accordance with the specifications set out in Schedule “C” (Plans and Specifications) attached to this Agreement (the “Improvements” and, together with the Lot, the “Property”).
2. The Purchaser acknowledges that he/she has read all paragraphs and schedules of this agreement as listed below, each of which forms an integral part of this agreement.
Schedule “A” (Additional Terms and Conditions)
Schedule “B” (Conditions Precedent)
Schedule “C” (Plans and Specifications)
3. The Purchaser’s obligation to purchase is subject to the conditions precedent (if any) specified in Schedule “B”. Unless each such condition is waived or declared fulfilled by written notice given to the Vendor on or before the date specified for each condition, this Agreement will be terminated and the Deposit (as defined below) shall be returned to the Purchaser.

4. The purchase price (the “Purchase Price”) for the Property is as follows:

Lot and Improvements	\$ _____
Furniture, Fixtures and Equipment (“FF&E”)	\$ _____
GST (5%) on Lot, Improvements and FF&E	\$ _____
PST (7%) on FF&E	\$ _____
Total:	\$ _____

Purchase Price does not include property transfer tax or adjustments for municipal taxes and utilities.

Purchaser’s Initials: _____

5. The Purchaser agrees to pay the Purchase Price as follows:

- (a) \$ _____ as an initial deposit (the **"Initial Deposit"**), together with this offer, receipt of which will be acknowledged by the Vendor by acceptance of this offer. If this offer is not accepted, the Initial Deposit will be returned;
 - (b) \$ _____ as an additional deposit (together with the Initial Deposit, the **"Deposit"**), within 7 days of the Acceptance Date (as defined below); and
 - (c) the remaining balance of the Purchase Price (plus all applicable taxes and adjustments) on the Completion Date (as defined in Schedule "A").
6. The completion date for the purchase of the Property shall occur on the date specified in Schedule "B", which the Vendor estimates will be on or before _____, 20____ (the **"Estimated Completion Date"**) and shall in no event be later than _____, 20____ (the **"Outside Completion Date"**)
7. This offer is open for acceptance by the Vendor until revoked by notice in writing delivered to the Vendor and upon acceptance by the Vendor by signing a copy of this offer, there shall be a binding agreement of purchase and sale of the Property for the Purchase Price.

DATED this ____ day of _____, 20____.

THIS OFFER, IF ACCEPTED, IS A LEGAL AND BINDING CONTRACT, READ IT ALL BEFORE YOU SIGN!

WITNESS:

_____)	_____
Signature)	Purchaser
_____)	
Name of Witness)	_____
(AS TO ALL SIGNATURES))	Purchaser

This Offer to Purchase is accepted by the Vendor this ____ day of _____, 20____ (the **"Acceptance Date"**).

TLH Log Homes Ltd.,

Per: _____

Disclosure Statement Receipt

The Purchaser hereby acknowledges receipt of a copy of and a reasonable opportunity prior to the execution of this Agreement to read the Consolidated Disclosure Statement dated June 4, 2021 together with any amendments thereto (collectively, the **"Disclosure Statement"**).

Purchaser's Signature

Purchaser's Signature

Lot # _____

SCHEDULE "A"
ADDITIONAL TERMS AND CONDITIONS

1. **Payment of Deposit:** The Purchaser will pay the full amount of the Deposit within 7 days of the Acceptance Date. If the Purchaser fails to increase the Initial Deposit when required, the Vendor may elect to cancel this purchase agreement and, if the Vendor elects to cancel this agreement, the amount of the Initial Deposit will be forfeited to the Vendor without prejudice to any of the Vendor's other legal rights hereunder. All payments to the Vendor are to be made by way of bank draft or solicitor's trust cheque made payable to Rockies Law Corporation (the "**Vendor's Solicitor**").

2. **Completion:** The Purchaser will pay the remaining balance by way of bank draft or solicitor's trust cheque to the Vendor's Solicitor on the date identified by the Vendor or the Vendor's Solicitor on the Completion Date as set out in this Agreement.

The parties agree that the Estimated Completion Date is an estimate only and the actual date of completion of the purchase and sale will be determined pursuant to this paragraph. The Vendor will give the Purchaser or the Purchaser's solicitor or notary a written notice (the "**Closing Notice**") of the date the Vendor reasonably expects the purchase and sale of the Property to complete (the "**Completion Date**"). The Closing Notice shall be delivered to the Purchaser or their legal representative no less than 14 days prior to the stipulated Completion Date. The Completion Date shall be no earlier than the date upon which the Improvements are capable of being occupied and no later than the Outside Date, or such later date as results from the application of section 3 below. If by the Outside Date, or such later date as results from the application of section 3 below, the Completion Date has not occurred, this Agreement shall be null and void, whereupon the Purchaser will be entitled to repayment of the Deposit without interest and neither party shall have any claim against the other party under or in respect of this Agreement.

The Improvements will be considered capable of being occupied when the City of Kimberley has issued an occupancy permit. The completion of the purchase and sale of the Property shall take place on the Completion Date. In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date shall be extended to the next day the applicable Land Title Office is open.

3. **Extensions and Force Majeure:** Notwithstanding anything to the contrary contained herein, if the Vendor is delayed from completing the transfer of the Property as a result of earthquake, flood, or other act of God, fire, explosion, pandemic, accident, act of any governmental authority, strike, lockout, inability or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, interference of the Purchaser, or any other event of any nature whatsoever beyond the reasonable control of the Vendor, then the Vendor may extend the Completion Date from time to time as required by the Vendor, in the sole discretion of the Vendor, until the Property is ready to be legally transferred, by providing prior notice of such extended Completion Date to the Purchaser at the Purchaser's address as set out above or the Purchaser's solicitor or notary.

4. **Deposit Held in Trust by Vendor's Solicitor:** The parties agree that the Deposit shall be held in trust by the Vendor's Solicitor on behalf of the Vendor. Any interest earned on the Deposit shall always accrue to and be payable to the Vendor. In the event that the Purchaser fails to complete this transaction on the Completion Date, or if the Purchaser or the Purchaser's solicitor fails to deliver the documents required to be delivered pursuant to this Agreement to the Vendor's Solicitors at least five (5) days prior to the Completion Date, the Deposit and any interest earned shall be paid to the Vendor without prejudice to the Vendor's other rights and remedies hereunder or otherwise at law.

Purchaser's Initials: _____

Lot # _____

5. **Possession Date:** The Purchaser shall have vacant possession of the Property at 4:00 pm (Mountain time) on the Completion Date.

6. **Lien Holdback:** The Vendor, at the Vendor's sole cost and expense, will promptly attend to the removal of any liens filed against the Property under the *Builders Lien Act* in respect of any work done at the behest of the Vendor or the Vendor's contractors. The parties agree that the Vendor is not required to holdback any portion of the sale proceeds under the *Builders Lien Act* or otherwise and the Purchaser agrees not to require the Vendor or the Vendor's Solicitor to holdback any portion of the sale proceeds.

7. **Completion:** On the Completion Date, the Vendor will:

- a) transfer title to the Property to the Purchaser free and clear of all registered liens and mortgages, subject to the exceptions listed in section 23(1) of the *Land Title Act* and:
 - i) the existing legal notations registered on title and any additional legal notations as may be set out in the Disclosure Statement;
 - ii) any existing charges registered on title and any additional charges described in the Disclosure Statement; and
 - iii) any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them.

(the "**Permitted Encumbrances**")

and on or before the Completion Date, the Vendor will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered liens or mortgages (the "**Charges**").

The Purchaser acknowledges and agrees that the Vendor may be using the purchase monies received from the Purchaser to obtain a partial discharge of the Charges from the Property. The Purchaser's solicitor or notary public may pay the balance of the adjusted Purchase Price on the Completion Date to Vendor's Solicitor in trust on their undertaking to pay to the holders of the Charges the amount required by their payout statement to legally oblige such Charge holders to discharge their Charge from title to the Property. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Transfer and new mortgage documents have been lodged for registration at the Kamloops Land Title Office but only if before such lodging against title to the Property, the Purchaser has:

- A) deposited in trust with its solicitor the cash balance of the Purchase Price not being financed by the mortgage;
- B) fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
- C) made available to Vendor's Solicitor a lawyer's or notary public's undertaking, in a form acceptable to the Vendor's Solicitor, to pay on the Completion Date the balance of the adjusted Purchase Price upon the

Purchaser's Initials: _____

Lot # _____

lodging of the Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.

8. **Costs/GST:** The Purchaser shall assume and pay where applicable all real property taxes, federal Goods and Services Tax ("GST") on the value of the Property, Provincial Sales Tax ("PST") payable on included furniture, fixtures or equipment, Property Transfer Tax, rates, local improvement assessments and other charges levied against the Property, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the Completion Date. The Purchaser will pay to the Vendor on the Completion Date the amount of the GST on the value of the Property and the Vendor will be responsible for remitting the appropriate amount of tax. If the Purchaser is a corporation and a GST registrant prior to the Completion Date, the Purchaser may self-assess the GST by providing the Vendor's Solicitor with its GST registration number and such other documents, indemnities and certificates as may be required by them.

9. **Construction of Improvements:** Subject to the terms and conditions of this Agreement, the Vendor will provide all labour, products, materials, equipment and services required for the construction of the Improvements in accordance with the plans and specifications in Schedule "C" in a safe and workmanlike manner and in accordance with the British Columbia Building Code. The parties agree that only those items listed and described in Schedule "C" are included in the Purchase Price. Any items not listed in Schedule "C" shall be expressly excluded. The Vendor may substitute materials and equipment of reasonable equivalent quality and make modifications to the features and design of the Improvements as are in the opinion of the Vendor desirable and reasonable and may use materials other than prescribed in Schedule "C", all without compensation to or consent from the Purchaser.

No changes to the products and materials listed in Schedule "C" may be made by the Purchaser unless consented to by the Vendor. If the Purchaser, with the consent of the Vendor, selects products or materials which cost more than what was described in Schedule "C", the amount of any such cost increase plus 15% will be added to the Purchase Price. Notwithstanding any of the foregoing, if the Purchaser wishes to replace products or materials which the Vendor has already purchased and/or installed, the Purchaser will be responsible to pay for those costs as part of the original Purchase Price as well as the entire cost plus 15% for the replacement product and materials.

No changes to the plans or specifications in Schedule "C" may be made by the Purchaser unless consented to by the Vendor. If the Purchaser desires to make a change to the plans and specifications set out in Schedule "C", the Purchaser must provide the Vendor with a written description of the proposed change (the "**Change Request**"). Upon receipt of the Change Request, the Vendor will provide the Purchaser, within a reasonable time, either:

- a) notice to the Purchaser that the Vendor does not consent to the Change Request;
- b) a stipulated price for carrying out the work required as set out in the Change Request (including provisions for any costs associated with already completed work, delays in completing the Improvements and all other associated costs); or
- b) an alternative method for adjustment to the Purchase Price, if any, for the changes set out in the Change Request.

The Vendor will determine the stipulated price or alternative method for adjustment based on the actual costs expected to be incurred by the Vendor in performing the change in the work plus 15%.

Purchaser's Initials: _____

Lot # _____

If the Purchaser accepts the stipulated price provided by the Vendor or the alternative method for adjustment to the Purchase Price, then the Purchase Price will be adjusted accordingly and the Vendor will proceed with the work pursuant to the plans and specifications in Schedule "C" as amended by the Change Request. If the Vendor does not consent to the Change Request or if the Purchaser does not accept the stipulated price or alternative method for adjustment to the Purchase Price, then the Vendor will proceed with the work pursuant to the plans and specifications in Schedule "C" without any amendment.

The Purchaser hereby represents and warrants that the Purchaser has sufficient financial resources to pay the Purchase Price and any additional amounts payable to the Vendor under this Agreement. The Purchaser agrees to provide the Vendor promptly upon request any documentation or evidence reasonably required by the Vendor, including payroll information, bank statements and/or mortgage approval, to confirm to the satisfaction of the Vendor the Purchaser's ability to complete the purchase of the Property on the Completion Date.

Access by the Purchaser to the Property prior to the Completion Date shall be restricted to those dates and times specifically permitted by the Vendor. The Purchaser acknowledges that the building site is hazardous and further agrees to release and indemnify the Vendor from and against any injury, damage or loss which the Purchaser or the Purchaser's invitees may suffer or incur as a result of a visit to the Property by the Purchaser or the Purchaser's invitees, including any injury, damage or loss suffered by the Purchaser or the Purchaser's invitees as a result of the negligence of the Vendor or its employees, agents or subcontractors. The Purchaser shall and shall cause any of the Purchaser's invitees to wear appropriate footwear and a hard hat at all times when at the building site.

The Purchaser will use good faith efforts not to cause delays in the construction of the Improvements and will make all decisions required of the Purchaser within a reasonable time so as not to cause any undue delays. If the Vendor is delayed in the construction of the Improvements by an action, failure to act or omission of the Purchaser, or any person employed or engaged by the Purchaser, the Purchaser will reimburse the Vendor for reasonable costs actually incurred by the Vendor as a result of such delay.

There shall be no holdback from the Purchase Price for deficiencies unless specifically consented to in writing by the Vendor. The Purchaser shall provide notice of any deficiencies within 2 weeks of the Completion Date and the Vendor shall correct such deficiencies accepted by the Vendor, acting reasonably, as deficiencies within 6 weeks of receiving said notice from the Purchaser.

The Vendor will have total control of the construction of the Improvements and may use such construction methods and techniques to complete the work as the Vendor, in its sole discretion, deems appropriate. The Vendor may employ or subcontract any person whom the Vendor deems suitable to complete any portion of the work. The Purchaser will provide, if requested, the Purchaser's preferences relating to design, colour, aesthetic fixtures and products and, provided that such preferences are within the scope of work as set out in Schedule "C", and the Vendor will attempt to incorporate the Purchaser's preferences to the extent reasonably practical. The Vendor shall not be responsible for the discontinuation or unavailability of any products or materials selected by the Purchaser.

The Purchase Price does not include any furniture except for the furniture specifically listed in the schedules to this Agreement. Any additional furniture supplied by the Vendor shall be purchased by the Purchaser on the Completion Date for the prices specified by the Vendor, which amounts will be added to the Purchase Price payable to the Vendor under this Agreement.

The Vendor's obligations under this Agreement are conditional upon the Vendor being able to obtain the necessary materials to construct the Improvements at a reasonable cost which is not in excess of 5% of the

Purchaser's Initials: _____

Lot # _____

cost for materials at the time of execution of this Agreement. If any of the materials required for the construction of the Improvements increase more than 5%, the Vendor may elect to proceed with the sale of the Property to the Purchaser subject to an increase to the Purchase Price in an amount equal to such cost increase by providing notice (a **“Material Cost Increase Notice”**) in writing to the Purchaser in advance of the Completion Date of the amount of the proposed increase. The Purchaser may terminate this Agreement within 30 days of receiving a Material Cost Increase Notice by providing notice in writing to the Vendor (a **“Termination Notice”**) and, in such event, this Agreement shall be terminated, the Vendor shall promptly refund the Deposit to the Purchaser in full, and neither party shall have any further obligations under this Agreement to each other. If the Vendor does not receive a Termination Notice within such 30 day period, then this Agreement shall remain in full force and effect subject only to the consequential increase to the Purchase Price.

10. **Limited Warranty:** Subject to the terms of any New Home Warranty policy issued in connection with the construction of the Improvements, the Vendor’s warranty period for any work performed by the Vendor will be one year from the Completion Date. If the Purchaser provides the Vendor with notice in writing of a defect in the work within the one-year period, the Vendor will, at the Vendor’s own expense, correct such defect within 2 months following the expiry of the one-year warranty period. If the defect materially and adversely affects the Purchaser’s use and enjoyment of the Property (i.e., heating/cooling, mechanical, etc.), then the Vendor shall use its good faith efforts to promptly correct the defect. The Vendor will not be responsible for any defects for which it does not receive written notice within the one-year period except under the New Home Warranty policy. For the sake of clarity, the limited one-year warranty described in this section is in addition to and is not intended to replace or amend the New Home Warranty coverage. Notwithstanding any of the foregoing, the Vendor will not be responsible to correct defects in building materials or products, except for defects relating to improper installation and to the extent that may be required under the New Home Warranty policy. If the Vendor attends at the Property at the request of the Purchaser for any matter that is not covered by the limited one-year warranty described in this Agreement or the New Home Warranty, the Purchaser agrees to pay the Vendor for such work at the hourly rate of \$95.00 plus GST with a minimum charge of 4 hours per site visit.

The Vendor will obtain and comply with the terms of a New Home Warranty policy issued in connection with the construction of the Improvements.

Any manufacturer’s warranty for appliances and equipment will be assigned to the Purchaser if and to the extent permitted by such warranty.

11. **No Vendor Representations:** The Purchaser acknowledges having ample opportunity to inspect the Lot prior to completion and on completion agrees to accept the Lot in an “as is, where is” condition without any representation or warranty of the Vendor whatsoever including but not limited to any warranty of fitness for use, merchantability, or condition.

12. **Service Facilities:** The Purchaser acknowledges that the development includes service facilities and equipment required by public authorities, utility providers and any others having jurisdiction over the development, such as transformers, fire hydrants, wiring, cables, poles and other such facilities and equipment. The Purchaser acknowledges the current plans for the development may not indicate the location of all such service facilities and the Purchaser accepts the Lot with any such service facilities as are deemed necessary by the Vendor, without compensation to the Purchaser.

13. **Property Description:** The civic address, the lot number relating to the Property, and the address assigned to the development as of the date hereof are subject to change at the discretion of the Vendor without compensation to the Purchaser.

Purchaser’s Initials: _____

Lot # _____

14. **Transaction Documents:** It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor a Form A – Transfer, in registrable form, and a Statement of Adjustments at least five (5) days prior to the Completion Date. The Purchaser shall bear all costs of preparation and registration of the closing documents and delivery of the purchase monies to the Vendor. The Vendor shall bear all costs of providing clear title to the Property in accordance with this Agreement.

15. **Contractual Obligations:** Neither this Agreement nor any interest in the Property created hereunder shall be registered in the applicable Land Title Office except for the transfer of the Property on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.

16. **Time of the Essence:** Time shall be of the essence of this Agreement. Unless all payments on account of the Purchase Price together with the adjustments are provided and all other amounts payable by the Purchaser are paid when due, then the Vendor may terminate this Agreement and in addition to, and without limitation of, any other remedy available to the Vendor, the Deposit plus any interest accrued shall immediately and absolutely be forfeited to the Vendor. The Purchaser acknowledges and agrees that in such case the Deposit represents earnest money, and is not in the nature of a penalty. The Purchaser hereby irrevocably authorizes and directs any solicitors or real estate agents holding any such Deposit to forthwith upon the request of the Vendor deliver such Deposit to the Vendor.

17. **Risk:** The Property shall be at the risk of the Vendor until the transfer of the Property has been accepted for registration in the Land Title Office and thereafter at the risk of the Purchaser.

18. **Assignment:** The Purchaser shall not assign its rights under this Agreement without the prior written consent of the Vendor, which consent may be withheld at the sole and unfettered discretion of the Vendor.

19. **Sale:** The Purchaser shall not advertise or offer the Property for sale prior to the Completion Date.

20. **Privacy Consent:** The Purchaser consents to the collection, use and disclosure of personal information contained in this agreement and otherwise as collected by or on behalf of the Vendor and its agents, affiliates and service providers for the following purposes:

- a) to complete the transaction contemplated by this agreement;
- b) to engage in business transactions including securing financing for the construction of the development;
- c) to provide ongoing products and services to the purchasers;
- d) to market, sell, provide and inform the Purchaser of the Vendor's products and services including information about future projects; and
- e) additional purposes identified when or before the information is collected.

21. **Interpretation:** All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires.

22. **Binding Agreement:** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All covenants and agreements herein shall survive the Completion Date and not merge.

Purchaser's Initials: _____

Lot # _____

23. **Entire Agreement:** This Agreement is the entire agreement between the parties and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-formas provided to the Purchaser other than those contained in this agreement or in the Disclosure Statement. The agreements, representations and warranties contained herein will survive completion and the conveyance of the Property to the Purchaser. This Agreement may not be altered or amended except by an amendment in writing signed by both parties.

24. **Jurisdiction:** It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof shall be governed and construed in accordance with the laws of the Province of British Columbia. The parties attorn to the jurisdiction of the Supreme Court of British Columbia.

25. **Notice:** Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by either facsimile or email, or sent by prepaid mail to the Vendor or to the Purchaser as the case may be, at the above address. The time of giving such notice, document, or communication shall be, if delivered, when delivered, if sent by facsimile or email, then on the day of transmission, and if mailed, then on the third business day after the day of mailing. Email and facsimile shall be valid methods of delivering any notice referred to or required under this Agreement or the Disclosure Statement.

26. **Tender:** Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's solicitor or notary. Any documents or money to be tendered on the Vendor shall be tendered, if money, by way of certified funds, bank draft or solicitor's trust cheque, and shall be delivered at the Purchaser's expense to Vendor's Solicitor.

27. **Joint and Several Obligations:** Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.

28. **Residency:** The Vendor is not a non-resident within the meaning of the *Income Tax Act* (Canada).

29. **Further Assurances:** Each of the parties will execute and deliver such further documents and instruments and do such acts and things as may, before or after the Completion Date, be reasonably required by another party to carry out the intent and meaning of this Agreement.

30. **Independent Legal Advice:** The Purchaser has been advised to seek and obtain independent legal advice before signing this Agreement. The Purchaser has either obtained independent legal advice or has decided not to obtain independent legal advice and, in either case, the Purchaser has read and fully understands this Agreement.

31. **Counterparts:** The parties agree to accept signatures of offer and acceptance by facsimile or other electronic means as originals and, in addition the parties agree that signatures delivered in counterpart, by fax or electronic means will result in a binding agreement between them.

Purchaser's Initials: _____

Lot # _____

SCHEDULE "B"
CONDITIONS PRECEDENT

The Purchaser's offer to purchase the Property is subject to the following terms and conditions, all of which are for the sole benefit of the Purchaser:

The Purchaser being satisfied with _____

on or before _____, 20____

Unless each condition is waived or declared fulfilled by written notice given to the Vendor on or before the date specified for each condition, this Agreement will be terminated and the Deposit shall be returned to the Purchaser.

Purchaser's Initials: _____

Lot # _____

SCHEDULE "C"
PLANS AND SPECIFICATIONS

Purchaser's Initials: _____