



www.golfriverside.com
info@golfriverside.com

**ACKNOWLEDGEMENT OF RECEIPT OF
AMENDMENT OF DISCLOSURE STATEMENT**

Dated: _____

Strata Lot: _____

The Purchaser(s) hereby acknowledges receipt of the Amendment to Disclosure Statement dated August 23, 2007 for Riverside Estates.

Purchaser's signature _____

Purchaser's signature _____



www.golfriverside.com
info@golfriverside.com

(date)

Re: Disclosure of Employee Status as Required by the BC Real Estate Services Act

Under the BC Real Estate Services Act, I am required to make you aware of my status as an employee of the Developer before you sign a purchase contract with the Developer. Specifically, I must tell you that I:

- a) am not licensed under the Real Estate Services Act;
- b) am an employee of Fairmont Riverside Golf Estates Ltd; and
- c) I act solely on behalf of the developer and not on your behalf.

I kindly ask that you sign below to confirm that I have made this disclosure to you prior to you signing the purchase contract.

Yours truly,

The above disclosure is hereby acknowledged this _____ day of _____
20__.

(print name)

(signature)

RIVERSIDE ESTATES
FAIRMONT HOT SPRINGS, BRITISH COLUMBIA

AMENDMENT TO DISCLOSURE STATEMENT

August 23, 2007

Prepared By:
REED POPE LLP, Lawyers
200 – 848 Courtney Street
Victoria, BC V8W 1C4

DEVELOPER:
FAIRMONT RIVERSIDE GOLF ESTATES LTD.

Address for Service in British Columbia:
1018B – 7th Avenue
Invermere, BC, V0A 1K0

Mailing Address:
5415 Columbia River Road
Fairmont Hot Springs, BC, V0B 1L1

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 Act*. It is the responsibility of the developer to disclose all material facts, without misrepresentation.

The strata lots may be marketed in British Columbia by the Developer's in-house sales staff or such other real estate agents as the Developer may retain from time to time. The in-house sales staff and employees of the Developer are not licensed under the *Real Estate Services Act* and are not acting on behalf of the purchaser.

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 prospectus or disclosure statement in respect of this development property accrued a right to rescind at that time and, pursuant to section 21(1)(b) of the *Real Estate Development Marketing Act*, do NOT have a further right to rescind. This notice does not affect any rights a purchaser may have under the purchaser's purchaser agreement or at common law.

RESCISSION RIGHTS

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 contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

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

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

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

LIST OF EXHIBITS

Exhibit "A"	Statutory Building Scheme
Exhibit "B"	Current Registered Form P
Exhibit "C"	Proposed Amended Form P
Exhibit "D"	Proposed Strata Plans – Phases 4 and 5
Exhibit "E"	Approved Strata Corporation Budget (AGM of June 2, 2007) - including monthly assessments per Strata Lot Proposed Strata Corporation Budget – Phases 4 and 5 Proposed Interim Budget – Phases 1 to 5 - including monthly assessments per Strata Lot
Exhibit "F"	Rental Disclosure Statement
Exhibit "G"	Title Description – legal notations and encumbrances
Exhibit "H"	Purchase Contract
Exhibit "I"	Water Service Rent Charge
Exhibit "J"	Sewerage Rent Charge

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1 THE DEVELOPER

1.1 Jurisdiction and Incorporation Detail

Fairmont Riverside Golf Estates Ltd. (the “Developer”), incorporation number BC0327742, is a British Columbia company with an incorporation date of June 5, 1987.

1.2 Purpose of Incorporation

The Developer was incorporated for the purpose of developing a golf course and surrounding community. The Developer owns assets other than the development property.

1.3 Address of the Developer’s Registered and Record Office

The address of the Developer’s registered and records office is:

Service Address:
1018B – 7th Avenue
Invermere, BC, V0A 1K0

1.4 List of Directors

The directors of the Developer are Donald Seable and Carol Seable.

2 GENERAL DESCRIPTION

2.1 General Description of the Development

The development, known as Riverside Estates, is a six phase development (the “Development”) located on the west side of Highway 93 and 95 near Fairmont Hot Springs. Each phase consists of a number of bare land strata lots situated adjacent to parts of the Fairmont Riverside Golf Course and the Columbia River.

Phases 1, 2, and 3 of the Development have been completed. Owners of several of the strata lots in Phases 1 and 3 have, in some cases subdivided, and in some cases, consolidated their strata lots such that the originally planned number of strata lots in these phases has changed.

The current number of bare land strata lots in Phases 1, 2 and 3 is 45, 15, and 12 respectively. At present the Developer is planning the following number of strata lots for the remaining phases:

Phase 4 – 22 bare land strata lots
Phase 5 – 10 bare land strata lots
Phase 6 – 22 bare land strata lots

Therefore, the Development will consist of 126 bare land strata lots ("Lots") which are or will be owned individually, together with a proportionate share in the common property including common facilities ("Common Property") and other assets of the Strata Corporation which will be owned as tenants in common by the owners of the Lots.

The Lots will be used as single family residential properties with construction limited to single family residences. Riverside Estates is intended to be a residential development that is complimentary to the Fairmont Riverside Golf Course.

Common property and assets of the strata corporation will consist of: vehicular access ways, buffer strip along airport, common walkway to the beach area, security gate, manager's residence, common property landscaping adjacent to the golf course, and common access to the golf course between Lots 17 and 18. The manager's residence was built in Phase 2.

The Developer will establish height restrictions for construction as the Development is adjacent to Fairmont Airport. Appendix "A" of the Statutory Building Scheme (Exhibit "A") sets out the height restriction requirements.

Access to the Development will be via security gate which was constructed by the Developer to be maintained by the Strata Corporation.

With this Amended Disclosure Statement, the Developer is offering for sale Lots in Phases 4 and 5.

The owners of Lots in Phase 2 were permitted, subject to approval by the Developer, and if required, by the Building Inspector and Regional District of East Kootenay Planning Board, to construct an airplane hanger prior to and in addition to a house on their Lot. Construction of an airplane hanger is not permitted in the other phases of the Development.

2.2 Permitted Use

Under the Regional District of East Kootenay Bylaw No. 900, the Development property is zoned R-1 Single Family Residential. As such the Developer's intended use of the property for the Development conforms with the zoning.

2.3 Building Construction

The Lots within Phases 1, 2, and 3 of the Development are subject to a Statutory Building Scheme with certain restrictions regarding the design and features of residential structures permitted for construction. The Statutory Building Scheme for Phases 4, 5, and 6 provides for building envelopes showing where homes are required to be constructed. This Statutory Building Scheme will be charged to the Lots in Phases 4, 5, and 6. Attached as Exhibit "A" is a Statutory Building Scheme substantially in the form that will be registered against titles to the Lots in Phases 4, 5, and 6. Purchasers are recommended to read Exhibit "A" carefully.

Purchasers may contract with whomever they so choose for the design and construction of their home, provided the Purchaser has plans approved by the Developer prior to applying for a building permit or commencing construction, and the Purchaser complies with the Statutory Building Scheme.

2.4 Phasing

The Development is part of a phased strata plan. A phased strata plan is a development which is constructed and completed in parts, with all parts becoming part of one Strata Corporation and one Strata Plan.

At the time the Development was started, under s. 77 of the *Condominium Act* (since repealed and replaced with the *Strata Property Act*), a Form E Phased Strata Plan Declaration, signed by the appropriate approving officer, was required to be registered in the Land Title Office. This form shows the location and area of each phase, including common facilities, if any, on the sketch plan attached to it. The form also shows the current estimated unit entitlement and number of strata lots to be constructed in each phase, as well as the estimate dates for construction.

There have been several amendments to the Form E, now called Form P under the *Strata Property Act*. The current registered Form P for the Development is attached as Exhibit "B". The Developer has obtained approval from the approving officer to further amend the Form P to address changes in the number of strata lots in Phases 4, 5, and 6 and small adjustments of the phase boundaries for Phases 4, 5, and 6. The further amended Form P, which will be registered in due course at the Land Title Office, is attached as Exhibit "C".

Purchasers should be aware that the Developer may elect not to proceed with Phase 6 (see Section 235 of the *Strata Property Act*).

3 STRATA INFORMATION

The proposed Strata Plans for Phases 4 and 5 including the Schedule of Unit Entitlement is attached as Exhibit "D".

The Interest Upon Destruction of each Lot is the figure indicating its share of the Development upon destruction or other termination. Interest Upon Destruction is based on the estimated market value of the Lots. [Note: provide and attach phase 4 and 5 IUD.]

3.1 Unit Entitlement

The Unit Entitlement of each Lot is a figure indicating its share in the common property and assets of the Development and by which its contribution to the expense of the Common Property is determined.

The Unit Entitlement of each Lot is generally 100 units per Lot. However, there are some Lots in Phases 1 and 3 with a greater Unit Entitlement due to the consolidation of the strata lots. Exhibit "D" shows the Unit Entitlement for each Lot in Phases 4 and 5.

3.2 Voting Rights

Each Lot in Phases 4 and 5 will have one vote per strata lot. Due to the consolidation of several Lots in Phases 1 and 3, some Lots in Phases 1 and 3 are now entitled to more than one vote. (For example, one or more of these Lots have 1.3, 1.5, 1.7, 2 or 3 votes.)

3.3 Common Property and Facilities

A manager's residence was constructed on common property at the cost of the Developer, with the ongoing operation and maintenance costs being the responsibility of the Strata Corporation. Currently, the residence is rented out with the rental revenue going to the benefit of the Strata Corporation. No manager has been hired to date by the Strata Corporation.

3.4 Limited Common Property

There is no limited common property. Limited Common Property is an area within the Common Property that may be used exclusively by one or more Strata Lot owners and any additional maintenance expense created thereby is paid by such owners.

3.5 Bylaws

Under section 17.11(3) of the Strata Property Regulation, as of January 1, 2002, the bylaws of the Strata Corporation were deemed to be the Standard Bylaws that are referenced in the *Strata Property Act*. There have been no amendments to the bylaws filed either under the former *Condominium Act* or the *Strata Property Act*.

3.6 Parking

There are no provisions for parking on the Common Property of the Development. Vehicles are to be parked on the Lots and, aside from any zoning bylaw requirements regarding construction and setbacks, the Lots are not subject to any other restrictions regarding the design and construction of driveways or garages (subject to approval by the Developer under the Statutory Building Scheme).

3.7 Budget

At the most recent meeting of the Strata Corporation, held June 2, 2007, the proposed operating budget for the year ending March 31, 2008, was voted on and approved. The proposed budget attached as Exhibit "E" is the budget that was approved by the strata members. This budget provides for the monthly assessment for each Lot to be calculated on the basis of dividing the total budget by the number of strata lots instead of on the basis of Unit Entitlement as required

by the *Strata Property Act*. The Developer has notified the Strata Corporation of this error and recommended that the monthly assessments be recalculated in order to conform with the Act.

The Developer has prepared a proposed budget for the Development that includes Phases 4 and 5 and has calculated the monthly assessments on the same basis that the Strata Corporation currently has in place. The proposed budget including the proposed monthly assessments for each Lot in Phases 4 and 5 is attached as part of Exhibit "E".

3.8 Utilities and Services

The following services are provided:: water, electricity, sewage, fire protection, telephone, cable TV and access from Highway 93/95 to the Lots, interior access roads which provide access to each Lot.

Road access to the Lots will be by a paved access route which will be common property connected to Highway 93/95.

Water service is provided by Fairmont Hot Springs Resort Ltd. ("Fairmont") (Amalgamation No. 188934), 5225 Fairmont Resort Road, Fairmont Hot Springs, BC, V0B 1L1. Fairmont provides water service to the community of Fairmont Hot Springs by virtue of a Certificate of Public Convenience and Necessity which was granted to Fairmont by the Comptroller of Water Rights of the Province of British Columbia to operate a waterworks system at Fairmont Hot Springs. Water service to each Lot will be available on application and on payment by a purchaser of the usual application, hooking up and access/usage charges.

Sewer service will be operated by Fairmont as a public utility within the meaning of the Land Title Act (British Columbia). Sewage service to each Lot will be available on application and on payment by a purchaser of the usual application, hooking up and access/usage charges.

Electricity service will be underground and will be provided by BC Hydro on application and on payment by a purchaser of the usual application, hooking up and access/usage charges.

As of the date of this Disclosure Statement, there is no provision for pick-up of garbage and waste materials from the Lots. All owners must take their garbage to the garbage station operated by the Regional District of East Kootenay.

Telephone service will be provided by Telus on application and on payment by a purchaser of the usual application, hooking up and access/usage charges.

TV cable services will provided to the Lot line and are available from Shaw Cable upon payment of the usual hookup and usage charges.

Natural gas service is not available at this time.

No sidewalks will be installed by the Developer. To preserve the rural nature of the Lots, street lighting will be limited.

There is fire protection for the Lots provided by the Fairmont Volunteer Fire Department Association. Police protection is provided by the Royal Canadian Mounted Police located in Invermere, 24 kilometres north of Fairmont.

3.9 Strata Management Contracts

The Strata Corporation is self-managed. The Strata Corporation has entered into various service contracts with third parties respecting certain management obligations.

3.10 Insurance

The Developer confirms that the Strata Corporation has in place the insurance required under sections 149 and 150 of the *Strata Property Act*, namely full replacement value insurance respecting the Common Property and common assets, as well as \$2 million in liability insurance respecting property damage and bodily injury.

Purchasers should obtain their own all-risk property insurance with respect to their own Lot and any buildings on their Lot and contents thereof as well as liability insurance for their Lot.

3.11 Rental Disclosure Statement

Under Section 31 of the *Condominium Act* (now section 139 of the *Strata Property Act*), the Developer was required to disclose to any purchaser the intention to lease Lots in order to ensure that such Lots may be leased in the future. A rental disclosure statement dated October 16, 1992 was filed with the Superintendent of Real Estate and a copy is attached as Exhibit "F".

4 TITLE AND LEGAL MATTERS

4.1 Legal Description

The lands from which the Phase 4 and Phase 5 Strata Lots will be created is legally described as:

Parcel Identifier: 026-823-772

Lot A District Lots 52 And 5352 Kootenay District Plan NEP82037

(the "Lands").

4.2 Ownership

The registered owner of the Lands is Fairmont Riverside Golf Estates Ltd. (Inc. No. BC0327742).

4.3 Existing Encumbrances and Legal Notations

For a complete list and description of all currently registered encumbrances and legal notations respecting the Lands, see **Exhibit "G"** which sets out a detailed description.

For the reference of purchasers, copies of the following encumbrances are provided as exhibits to this Disclosure Statement:

Water Service Rent Charge (**Exhibit "I"**)

Sewerage Rent Charge (**Exhibit "J"**)

4.4 Proposed Encumbrances

The following encumbrances are proposed to be registered against title to the Lots or the common property:

1. Easements in favour of the neighbouring golf course lands (the "Golf Course") and the Strata Corporation which will permit pathway access by the strata corporation, golfers, golf carts and golf course maintenance. One pathway will involve the common property roadway near the southern edge of Phase 4 and the other pathway will be between strata lots 106 and 107 at the end of the cul-de-sac in Phase 4.
2. An easement in favour of the Golf Course over the common property road areas of phases 4 and 5 for the purposes of access by golf course maintenance vehicles;
3. An easement in favour of the Golf Course over the common property green space of phases 4 and 5. Such an easement would permit golfers and golf course maintenance to access the easement area. The easement will require the Developer to place appropriate insurance for the easement area, to indemnify the Strata Corporation in respect of the easement area, and to maintain the easement area.
4. The Developer will register an erosion control easement against those Lots bordering the Columbia River. This easement will be in favour of the Strata Corporation and will allow the Strata Corporation to access the Lot and the easement area in order to construct, operate and maintain rip rap and dyking. Owners will not be permitted to build any structure within the erosion control easement area and, further, there will be no excavation, and no disruption or interference of any kind permitted in the erosion control easement area.
5. The Developer will register the Statutory Building Scheme as more particularly described at section 2.3 and as attached as **Exhibit "A"**.
6. The Developer will register all necessary Statutory Rights of Way for installation and maintenance of utilities such as hydro, water, sewer and telephone.

The Developer may register further easements, covenants or rights of way as are necessary to meet the requirements of local government authorities or service providers. Any such encumbrance, in addition to the encumbrances described above, shall be a "Permitted

Encumbrances" as defined in the Offer and Agreement for Purchase and Sale and purchasers shall take title to the Strata Lots subject to such encumbrances.

4.5 Outstanding or Contingent Litigation or Liabilities

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

4.6 Environmental Matters

The Developer has placed rip rap along the Columbia River to prevent erosion and flooding to one in 200 flood plain levels, such protection to be maintained by the Strata Corporation. The Developer will also provide living floor underside elevations as this property is located in a one 200 year flood plain. There will be an erosion control easement registered against title to those Lots bordering Columbia the River to allow the Strata Corporation access to repair and maintain the rip rap and river banks. All works have been completed in accordance with engineering and design approved by the BC Ministry of Environment Water Management Branch.

Soil tests have not be conducted on the individual Lots in the Development. The Developer has determined that the water table where utility services have been installed in this Development varies from approximately 1 metre to 2.5 metres below the normal grade. Basements are not allowed for homes in this Development. Generally, groundwater levels in this area fluctuate and are relatively high during certain (June, July and August) periods of the year. In addition, subsurface soil materials also vary throughout the site.

The Developer accepts no responsibility for the water table or soil conditions and any effects whatsoever they may have. Soil conditions through-out the Development are variable including gravel, loam and clay and there are consequent variations in structural carrying capacity. Purchasers are strongly recommended and advised to seek and obtain professional advice from geotechnical and structural engineers regarding the design of the home to be constructed upon the Lot. The Developer provides no guarantee or warrantee regarding the integrity of the soil or the water table.

Other than as described above, the Developer is not aware of any dangers or requirements imposed by the Regional District of East Kootenay Planning Board or other government authorities relating to flooding or conditions of the sub-soil. There will be no changes from the natural state of the Development other than normal excavating, construction, landscaping and site grading, preloading and build up of the site with approved fill material.

5 CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

Phases 1 to 3 are completed. The construction and servicing of Phases 4 and 5 is complete with the exception of the paving of the roadways. The Developer is postponing such paving until the

bulk of the construction activity respecting the building of homes for Phases 4 and 5 as well as the constructing servicing for Phase 6 is completed. In this way, any new paving can be preserved from damage due to the high level of construction activity. The Phases 4 and 5 roadways are now surfaced with crushed gravel.

5.2 Warranties

The Developer provides no warranty for the construction of the Lots and the Common Property of the Development.

6 APPROVALS AND FINANCES

6.1 Development Approval

The Amended Form P (see Exhibit "C") was approved on April 16, 2007. In addition, on July 24, 2007, the Ministry of Transportation Approving Officer granted Preliminary Layout Approval for Phases 4, 5, and 6 of the Development.

6.2 Construction Financing

The Developer has used its own sources to finance the construction of the Strata Lots, and does not require outside financing.

7 MISCELLANEOUS

7.1 Deposits

All monies received from a purchaser shall be held by the Developer's solicitors, in trust, in the manner required by the *Real Estate Development Marketing Act* and the *Real Estate Services Act*.

7.2 Purchase Agreement

For the sale of a Lot, the Developer will use a form of agreement substantially in the format attached as Exhibit "H" subject to any changes agreed to between the Developer and Purchaser.

7.3 Developer's Commitments

Not applicable.

7.4 Other Material Facts

7.4.1 Airport Proximity

Purchasers are advised that the Development is located in close proximity to the Fairmont Airport, and the Development therefore will be subject to a level of aircraft noise.

7.4.2 Geotechnical and Structural Engineering

Purchasers are advised to seek and obtain professional advice from geotechnical and structural engineers regarding the design of the home to be constructed upon the Lot. See also section 4.6 above. The Developer accepts no responsibility for and provides no guarantee or warranty regarding the water table or soil conditions and any effects whatsoever they may have.

SIGNATURES

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 British Columbia, as of August 23, 2007.

SIGNED THIS 28 DAY OF Aug 2007

FAIRMONT RIVERSIDE
GOLF ESTATES LTD.

Per:

Authorized Signatory

Donald Seable, Director

Carol Seable, Director

LAND TITLE ACT

FORM 35
(Section 220 (1))

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE: BUILDING SCHEME

HEREWITH FEE OF: \$64.75 # 66.15

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

FAIRMONT RIVERSIDE GOLF ESTATES LTD.
(Incorporation No. 327742)
1018B – 7th Avenue
Invermere, British Columbia V0A 1K0

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

SARA E. POPE
REED POPE LLP, Lawyers
200 – 848 Courtney Street
Victoria, British Columbia V8W 1C4
Tel: (250) 383-3838



Signature of Applicant, or Solicitor, or Agent

FAIRMONT RIVERSIDE GOLF ESTATES LTD.
(Incorporation No. 327742)
1018B – 7th Avenue
Invermere, British Columbia V0A 1K0

declares that:

1. It is the registered owner in fee simple of certain land in the Kootenay District (hereinafter collectively called the "Lots" and individually the "Lot") legally described as follows:

Strata Lots 92 – 123, inclusive,
District Lots 52 and 5352, Kootenay District,
Strata Plan NES115

ABSTRACT REGISTRY
10330

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

EXECUTION(S):

Officer Signature(s)



WILLIAM J. MacDONALD
BARRISTER & SOLICITOR
1018B 7th AVE PO BOX 2400
INVERMERE, BC V0A-1K0
PH. (250)342-6921
FAX (250)342-3237

Execution Date

Y	M	D
08	11	24

Party(ies) Signature(s)

FAIRMONT RIVERSIDE GOLF ESTATES LTD. by its authorized signatory:



Print Name:

Donald G. Seably

OFFICER CERTIFICATON:

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

1. DEFINITIONS

For the purposes hereof the following words or phrases shall have the following meanings:

- (a) "Declarant" means the declarant of this building scheme being Fairmont Riverside Golf Estates Ltd.;
- (b) "Improvements" means any and all buildings, structures or fixtures, or development of any sort whatsoever including landscaping and walkways;
- (c) "Land Title Act" means the Land Title Act in force in the Province of British Columbia and any amendment thereto or replacement thereof;
- (d) "Lot" or "Lots" has the meaning set out in the Declaration to which this Schedule is attached and any part or parts into which it may be subdivided;
- (e) "owner" or "owners" means, individually or collectively as the context requires, one or more or all of the persons registered as having an interest as the owner in fee simple in respect of any of the Lots from time to time;
- (f) "present" or "presently" means as at the date of the Declaration to which this Schedule is attached; and,
- (g) "Strata Corporation" means The Owners, Strata Plan NES115.

2. GENERAL RESTRICTION

2.1 No Lots shall be used or developed nor shall there be commenced any Improvements on any part of the Lots except in compliance with the restrictions herein set out and except when the owner commencing or permitting the same or under whose auspices the same is commenced, is not in breach of any of the provisions hereof.

3. SPECIFIC RESTRICTIONS

3.1 No building, residence, structure, fence or other improvement or any addition thereto or alteration thereof which is visible from the exterior of such improvement shall be erected, constructed, placed or maintained in, on or above the Lots unless and until proper plans and specifications (together with an additional copy of such plans and specifications for the permanent retention of the Declarant) showing all elevations and specifications thereof, setting forth all materials to be used with details of quantities and qualities of materials and further showing the location and elevation thereof in relation to property lines and finished ground elevation have been submitted to and approved in writing by the Declarant.

3.2 The refusal or failure of the Declarant to give the approval referred to in paragraph 3.1 herein shall not be actionable by any person under any circumstances, it being in the sole discretion of the Declarant to give or withhold such approval. Without restricting the foregoing, in considering whether or not to give the approval referred to in paragraph 3.1 herein, the Declarant shall have the right, but shall not be obligated, to refuse to grant such approval if it is contemplated by the plans and specifications submitted that:

- (a) any building, dwelling or other structure to be constructed, placed or maintained on any Lot, except Lot 97 and Lot 98, is not in accordance with Regional District of East Kootenay current building setback and building bylaw regulations and is closer than fifteen (15) metres to the back lot line of the Lot, or ten (10) metres in the case of Lot 97 or Lot 98;
- (b) any building, dwelling or other structure to be constructed, placed or maintained on any Lot is not constructed within the building envelope for the Lot shown identified and defined in Appendix "A" attached hereto and forming a part hereof;
- (c) any residence is to be constructed, placed or maintained on any Lot which contains interior area which is less than;
 - (i) one thousand eight hundred (1,800) square feet on the ground floor thereof if a single storey dwelling house, or,
 - (ii) one thousand four hundred (1,400) square feet on the ground floor thereof and two thousand (2,000) square feet of the total of all floors if a multiple level dwelling house;
- (d) the height of any building, dwelling or other structure which is to be constructed, placed or maintained on any Lot is in excess of the height restrictions for the development as stipulated and defined by Transport Canada, and required as the Lots are adjacent and in proximity to the Fairmont Airport, and as more specifically identified and defined in Appendix "B" attached hereto and forming a part hereof;
- (e) the roof of any building, dwelling or other structure which is to be constructed, placed or maintained on any Lot is not to be constructed of metal, 'enviro' shakes, fire retardant wood shakes, clay or concrete tiles or facsimile, slate, metal or other products approved by the Declarant (design and colour to be approved);
- (f) an exterior wall of any building, dwelling or other structure which is to be constructed, placed or maintained on any Lot is not to be constructed of cedar, brick, stone or stucco or a finish compatible with the theme of the development of which the Lots are a part;
- (g) any material is to be utilized, placed or maintained on any Lot which is old and unattractive or which is not in compliance with all laws and regulations currently then applicable to building on that Lot;

- (h) the living floor underside elevation of any dwelling is not at or above the one (1) in two hundred (200) flood return elevation as established for the Lot and as more specifically defined in Appendix "C" attached hereto and forming a part thereof.

Following its review of each submission, the Declarant shall communicate in writing its approval or reasons for not giving approval to the person making the submission and shall also, where appropriate, make recommendations to the person in writing as to how the siting, design or exterior finish and colour of the proposed structure might be amended to fit more harmoniously with the natural surroundings and nearby dwellings which are already completed or under construction or for which the Declarant has already approved plans and specifications.

In the event the person submitting plans and specifications pursuant to paragraph 3.1 herein does not receive notice of approval within 40 days after receipt by the Declarant of such plans and specifications, such plans and specifications shall be deemed to be disapproved.

3.3 No building, dwelling or other structure other than one residence for one family or household unit and one further structure as may be incidental to the residential use thereof shall be erected, constructed, placed or maintained on any of the Lots except as provided in paragraph 3.4 herein and no such further structure shall be erected, constructed, placed or maintained on any of the Lots unless the exterior finish and design thereof is in harmony with the exterior finish and design of the residence on that same Lot.

3.4 None of the Lots nor any building, dwelling or other structure thereon shall be put to any commercial, industrial, trade, business, or public or private utility use and without restricting the generality of the foregoing, none of them shall be used as an apartment house, boarding house, rooming house, hotel, beer parlour, resort, store, restaurant, shop or place of trade or business unless and until such use is approved in writing by the Declarant who shall give such approval only where in its sole and absolute discretion such use is deemed to be for the benefit of the whole area comprised by the Lots; provided however that this restriction shall not prevent physicians, lawyers, writers, artists or other professional men or women from having their offices or studios on the Lots.

3.5 Notwithstanding any other provision contained herein, no fence shall be erected, constructed, placed or maintained on any of the Lots which:

- (a) exceeds three (3) feet in height;
- (b) is constructed of anything except natural wood, stone or stucco;

without the prior written approval of the Declarant.

3.6 No building, dwelling or other structure shall be allowed to remain with an unfinished exterior for a period longer than 12 months after the commencement of construction, erection or placing thereof on any Lot.

3.7 No Lot shall be devoid of proper landscaping for a period longer than 12 months after the commencement of construction, erection or placing of any building, dwelling or other structure thereon.

3.8 No lawns, ground cover, plants, shrubbery, trees or other form of landscaping shall be placed, grown or permitted on any of the Lots which is unattractive or incompatible with the landscaping of adjoining Lots and no such material or other landscaping shall be unreasonably neglected or maintained in a messy or untidy condition. Where there is any material on or landscaping of a Lot which is not in accordance with this paragraph, the Declarant, its agents, employees and independent contractors shall have the right, exercisable in its sole discretion, but shall not be obligated, to enter upon such Lot to remove such improper materials and perform such landscaping or maintenance so that all material on and landscaping of such Lot is in accordance with this paragraph, all at the sole cost and expense of the owner of such Lot, who shall pay the cost thereof to the Declarant upon delivery of an invoice or invoices therefore. The Declarant reserves the right, and the owner of such Lot provides the right for the Declarant to file a lien on the subject Lot for the amount of the invoice or invoices plus interest at 12% per annum (or other rate as the court may allow) until paid. All costs of filing and removing the lien shall be paid by the Lot owner.

3.9 No boat, camper, mobile home, motor home, travel trailer or tent shall be parked, placed, located, stored or kept upon any Lot except during an over-night guest visit, and no house trailer or doublewide or industrial camp building shall be erected, placed, stored or kept on any Lot at any time, except that during the construction process, a residential trailer may be placed on the Lot and occupied.

3.10 No poultry, swine, sheep, horses, cattle or other livestock shall be kept or permitted upon any of the Lots except for small dogs, cats and other small pets, and no such pets as are permitted shall be allowed at large beyond the boundaries of the Lot owned by the owner of such pets. Any animal which is not permitted by or controlled in accordance with this paragraph may be removed or caused to be removed by the Declarant, or its agents or employees, at the risk and expense of the Lot owner.

3.11 No Lot shall be used for any purpose or purposes which are or will be offensive to the owner or occupant of any other Lot and, without restricting the foregoing, no noisy, obnoxious, offensive or immoral activity shall be permitted on any of the Lots.

3.12 No owner of a Lot shall remove trees with a trunk exceeding four (4) inches in diameter measured one foot from the ground from any Lot unless such tree is on the building site of the owner and plans for construction have been approved by the Declarant or unless the Declarant has consented to the removal in writing. Any removal of a tree in excess of four (4) inches without written consent by the Declarant shall result in a fine of \$500.00 per tree paid to the Strata Corporation and to be used by the Strata Corporation in enhancement of the common areas of the development.

3.13 No combustible, flammable or other offensive material shall be stored upon a Lot, or any material which could injure the water quality and fisheries of the Columbia River.

3.14 No person shall be permitted to use or discharge any firearm, air gun or explosives including fireworks of any nature on a Lot, provided that the Declarant may in its discretion permit the use of firearms, air guns or explosives for specific purposes.

3.15 No owner of a Lot shall permit an Improvement, whether occupied or unoccupied, to be maintained in such manner as to become unsightly by reason of unattractive growth or the accumulation of rubbish or debris. All rubbish and garbage shall be kept in proper pest-proof containers.

3.16 No grading, excavation, construction, or other work shall be carried out upon a Lot which would interfere with, or alter in any way, the natural or established drainage system thereon or the established Columbia River flood control dyking and rip rap erosion control.

3.17 No motorcycles, snowmobiles, trail bikes or other all-terrain vehicles of any description shall be operated on a Lot.

3.18 No exterior or interior signs, advertisements or billboards of any kind shall be placed, erected or exhibited in any manner on or about a Lot, provided that the occupant of any Lot may post a sign in the form approved in writing by the Declarant showing the name of the occupant of the Lot.

3.19 No evaporation, air-conditioning or air-heating units or towers, clotheslines, fixtures, radio or transmission towers, satellite dishes, swimming pool fixtures or storage piles shall be located on the roof of any structure on a Lot or shall be maintained on a Lot or any part thereof unless screened by walls or plantings or other adequate screens in such a manner as to conceal them from view from neighboring Lots, the golf course fairways and streets, such proposed screening to be first approved in writing by the Declarant.

3.20 No building, residence, structure, fence or other improvement or any addition thereto or alteration thereof which is visible from the exterior of such improvement shall be erected, constructed, placed or maintained in, under, on or above the Lot unless and until subsurface soil conditions have been investigated by qualified professionals and are determined to be satisfactory to the owner of the Lot for the construction of such improvements.

4. MISCELLANEOUS

4.1 The provisions hereof shall be in addition to, but not in substitution for:

- (a) the provisions of any easements and rights to acquire easements presently registered in respect of all or any part of the said Lots;
- (b) any generally applicable laws, ordinances, rules, regulations or orders of governmental authorities applicable to the Lots; and
- (c) any restrictions pursuant to Section 219 of the Land Title Act registered in respect of all or any part of the Lots.

4.2 No condoning, excusing or waiver by any person of any default, breach or non-observance by any other person at any time or times in respect of any provision herein contained shall operate as a waiver in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of any person in respect of such continuing default, breach or non-observance, and no waiver shall be inferred or implied by anything done or omitted to be done by the person having such rights.

4.3 The provisions hereof have been instituted for the general benefit of all owners of the Lots from time to time, and all such owners, in agreeing to buy Lots acknowledge such general benefit and a personal benefit attaching to that part of or interest in the Lot purchased by them and each of such owners agrees that his being in violation of the restrictions herein set out shall constitute an injury and damage to all of the owners which is or may be impossible to measure monetarily, and as a result, any or all of the other owners shall, in addition to all of the other remedies in law and in equity (including the right to damages), be entitled to a decree or order restraining or enjoining any breach of any of the provisions hereof and any owner in breach of any such provisions and named in the application for such an order shall not plead in defense thereto that there would be an adequate remedy at law, at equity, in damages or otherwise.

4.4 The Declarant reserves the right to transfer some or all of the rights and responsibilities granted herein at the Declarant's sole discretion to the Strata Corporation.

4.5 Should any part of this Building Scheme be declared or held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Building Scheme which shall continue in full force and effect and be construed as if this Building Scheme had been declared without such invalid or unenforceable part.

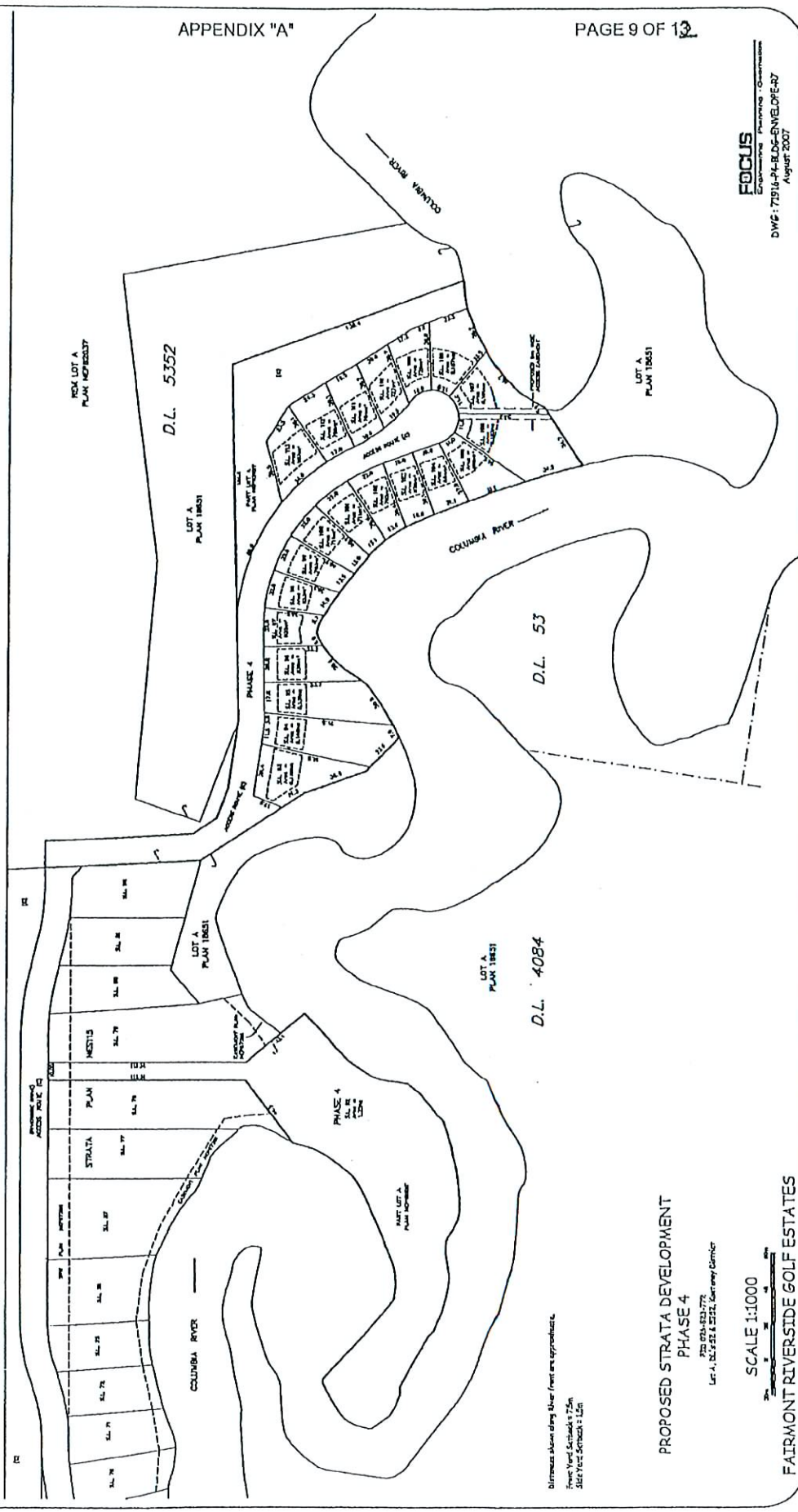
4.6 No owner shall sell, transfer or convey his interest in the Lots unless he concurrently obtains an agreement in writing binding upon the transferee and in favor of all of the other owners that such transferee shall be bound by the provisions hereof including this paragraph and whether or not this Declaration of Creation of Building Scheme or any of the provisions herein are found to be unenforceable as a statutory building scheme or a restrictive covenant.

4.7 Wherever and whenever the approval or consent of the Declarant is required to be obtained such approval or consent may be given by such officer, agent, committee, person or persons as may from time to time be nominated or appointed in writing by the Declarant for such purpose and such power of appointment or right of nomination may be delegated by the Declarant.



FOCUS
Engineering Planning Commission
DWG: 71010-PL-RDC-ENVELOPE-07
August 2007

LOT 1 PLAN 17112
FAIRMONT INTERNATIONAL AIRPORT



Dimensions shown along lines from one end to another are approximate.
From North-South: 1/4" = 100'
From West-East: 1/4" = 100'

PROPOSED STRATA DEVELOPMENT
PHASE 4

71010-PL-RDC-ENVELOPE-07
Lot: 1, 2, 3 & 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

SCALE 1:1000

FAIRMONT RIVERSIDE GOLF ESTATES

APPENDIX "B"

HEIGHT OF BUILDINGS

No building, dwelling or other structure to be constructed, placed or maintained on any Lot shall encroach in terms of its height into the Transitional Surface of the Fairmont Airport as defined by Transport Canada. The Transitional Surface is defined by Transport Canada as that space above a line having a slope of one (1) vertical to seven (7) horizontal from the ground elevation edge of the airport strip, being the easterly boundary of Lot 1, District Lots 52 and 5352, Kootenay District Plan 17112 (the "Baseline").

For information, it is noted that within an R-1 (Single-Family Residential Zone), the "Regional District of East Kootenay – Upper Columbia Valley Zoning Bylaw No. 900, 1992" Section 7.03(6)(a) states that "No person shall site a principal building in the R-1 zone which exceeds a height of 9.0m (29.5 feet)".

On the basis of the above building height restrictions, all Lots closer than 63 metres to the Baseline will require specific siting and building height design considerations to insure that maximum allowable height restrictions as defined by the Regional District of East Kootenay and Transport Canada are not exceeded.

APPENDIX "C"

HABITABLE FLOOR SYSTEM ELEVATION

In accordance with the standards for floodplain delineation of the Water Management Branch of the Ministry of Environment of the Province of British Columbia, flood levels were assessed for a flood with a return period at 1 in 200 years. Areas used for habitation within a building must be located at an elevation such that the floor system thereof is at or higher than the 1 in 200 flood return elevation.

The approximate existing ground elevation at the centre of each Lot and the minimum allowable elevation of the habitable floor system of the dwelling for each Lot is summarized in Table I, attached hereto.

No dwelling to be constructed, placed, or maintained on any lot shall have a floor system elevation less than the "Minimum Elevation of Floor System" as provided in Table I attached hereto.

For general information only, it is recommended that the habitable floor system (ie. Main floor level) of any dwelling on the Lot be at minimum

- (a) for Lots 92 to 113, 1.0 meters (3.3 feet) higher than existing ground elevation; and
- (b) for Lots 114 to 123, 1.5 meters (5.0 feet) higher than existing ground elevation.

In so doing local drainage away from the dwelling will be achieved, as well as likely the "Minimum Elevation of Floor System" being achieved. Detailed plans and specifications as referenced in Clause 3.1 of the Schedule of Restrictions will require the geodetic elevation of the floor system to be shown.

TABLE I
 MINIMUM ELEVATION OF HABITABLE
 FLOOR SYSTEM OF LOT DWELLING
 (Note: All elevations to Geodetic Datum)

LOT NUMBER	APPROXIMATE EXISTING GROUND ELEVATION AT CENTRE OF LOT (metres)	MINIMUM ELEVATION OF FLOOR SYSTEM (metres)
92	804.0±m	804.8 m
93	803.9±m	804.3 m
94	803.8±m	804.3 m
95	803.6±m	804.3 m
96	803.5±m	804.3 m
97	803.5±m	804.3 m
98	803.4±m	804.3 m
99	803.4±m	804.3 m
100	803.5±m	804.3 m
101	803.7±m	804.3 m
102	803.5±m	804.2 m
103	803.6±m	804.2 m
104	803.6±m	804.2 m
105	803.6±m	804.2 m
106	803.3±m	804.2 m
107	803.3±m	804.2 m
108	803.3±m	804.2 m
109	803.0±m	804.2 m
110	803.1±m	804.2 m
111	803.2±m	804.2 m
112	803.2±m	804.2 m
113	803.2±m	804.2 m
114	803.2±m	804.3m
115	803.2±m	804.3m
116	803.0±m	804.2m
117	802.9±m	804.2m
118	802.6±m	804.2m
119	802.6±m	804.2m
120	802.6±m	804.1m
121	802.6±m	804.1m
122	802.6±m	804.0m
123	802.6±m	804.0m

** END OF DOCUMENT **

APR 2 1948

KL031146

LAND TITLE OFFICE
KAMLOOPS AMENDED **

FORM E

DECLARATION OF INTENTION TO CREATE A
STRATA PLAN BY PHASED DEVELOPMENT

We, Fairmont Riverside Golf Estates Ltd., of P.O. Box 127, Fairmont Hot Springs, British Columbia, V0B 1L0, DECLARE:

1. That we intend to create a strata plan by way of phased development on the following lands which we own, namely:

Lot 3, District Lot 52 & 5352, Kootenay District
Plan NEP 20036.
2. That the plan of development is as follows:
 - (a) Schedule "A" which is attached hereto, sets out the number of phases to take place under this development and specifies any common facilities to be developed in conjunction with each particular phase.
 - (b) The sketch plan marked Schedule "B" which is attached hereto indicates the following:
 - (i) all the land to be included in the phased strata plan;
 - (ii) the present parcel boundaries;
 - (iii) the approximate boundaries of each phase; and
 - (iv) the approximate location of common facilities.
 - (c) Attached hereto and marked Schedule "C" to this declaration is the estimated date of commencement of construction and completion of construction for each phase.
 - (d) There are a total of 124 lots in the completed development with each strata lot being entitled to 100 unit entitlement. The estimated unit entitlement of each phase and the total unit entitlement of the completed development is as follows:

Phase 1	-	5,000
Phase 2	-	1,500
Phase 3	-	1,400
Phase 4	-	1,700
Phase 5	-	800
Phase 6	-	2,000

TOTAL UNIT
ENTITLEMENT 12,400

- (e) There will be allowed one single family residential home unit for each strata lot. The maximum number of units and the general type of structure in each phase is as follows:

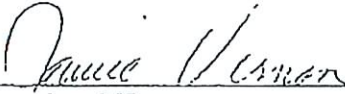
Phase 1	50 Units	Single Family Home Units for Residential Purposes
Phase 2	15 Units	Single Family Home Units for Residential Purposes
Phase 3	14 units	Single Family Home Units for Residential Purposes
Phase 4	17 Units	Single Family Home Units for Residential Purposes
Phase 5	8 Units	Single Family Home Units for Residential Purposes
Phase 6	20 Units	Single Family Home Units for Residential Purposes

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

<u>PHASE</u>	<u>DATE</u>
Phase 1	November 1, 1992
Phase 2	November 1, 1992
Phase 3	April 1, 1998
Phase 4	April 1, 1999
Phase 5	April 1, 2000
Phase 6	April 1, 2001

DATED THIS 3rd day of March 1997.

Fairmont Riverside Golf Estates
Ltd. (Incorporation No. 327742)
Applicant



Approving Officer
Ministry of Transportation and
Highways

PER: 

Agent for Fairmont Riverside Golf
Estates Ltd.

SCHEDULE "A"

**THE NUMBER OF PHASES TO BE DEVELOPED AND THE
COMMON FACILITIES DEVELOPED IN CONJUNCTION WITH
EACH PARTICULAR PHASE.**

The development shall be constructed in six (6) phases. There will be no common facilities constructed in conjunction with any of these phases.

PHASED STRATA PLAN OF LOT 3
PLAN NEP 20036, D.L. 52, D.L. 5352,
KOOTENAY DISTRICT

FORM E CONDOMINIUM ACT

SCHEDULE "B"

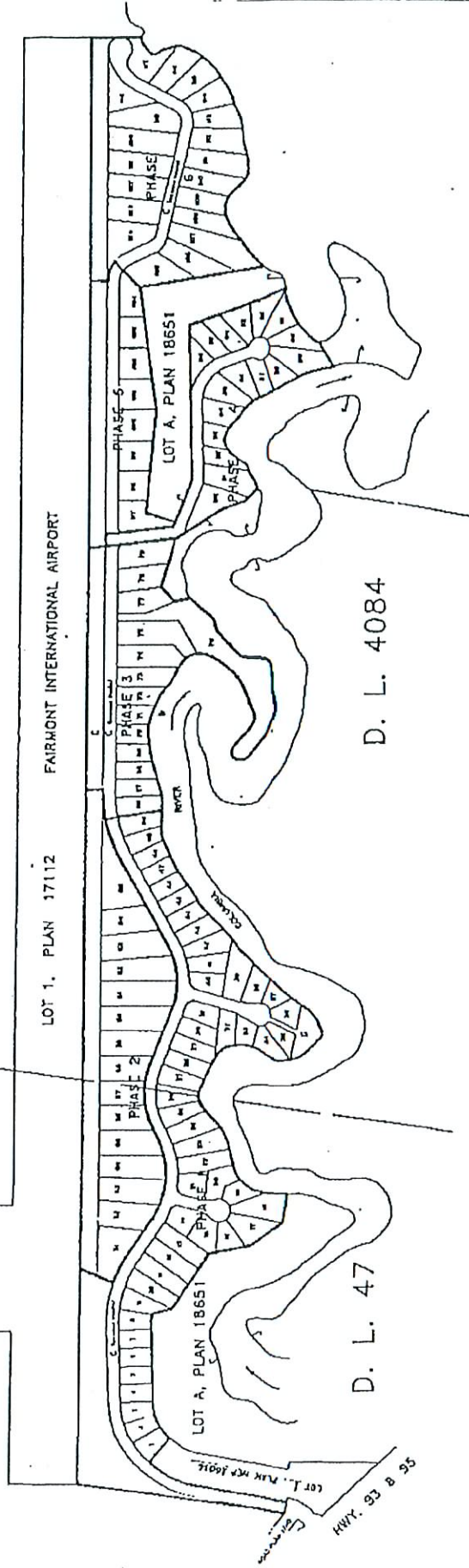
SKETCH PLAN SHOWING PHASED
DEVELOPMENT OF LOT 3, DISTRICT
LOTS 51 & 5352, KOOTENAY DISTRICT
PLAN NEP 20036

BCGS 821031

SCALE 1 : 2500

D. L. 52

D. L. 5352



BCGS 821031
SCALE 1 : 2500

SCHEDULE "C"

SCHEDULE OF ESTIMATED DATES OF CONSTRUCTION AND
COMPLETION OF CONSTRUCTION FOR EACH PHASE.

	<u>Commencement of Construction</u>	<u>Completion of Construction</u>
PHASE 1	November 1, 1992	June 30, 1993
PHASE 2	November 1, 1992	June 30, 1994
PHASE 3	April 1, 1998	June 30, 1999
PHASE 4	April 1, 1999	June 30, 2000
PHASE 5	April 1, 2000	June 30, 2001
PHASE 6	April 1, 2001	June 30, 2002

STATUTORY DECLARATION

CANADA)
PROVINCE OF)
BRITISH COLUMBIA)
)
)
TO WIT:)
)
)

To: Registrar
B.C. Land Titles Office
310 Ward Street
Nelson, B.C.
V1L 5S4

Re: Amended Form "E" - Lot 3, District
Lots 52, & 5352, K.D. Plan NEP 22036

I, Donald G. Seable, of Box 127, Fairmont Hot Springs in the Province of British Columbia, DO SOLEMNLY DECLARE THAT:

I am the President of Strata Plan NES 115 Corporation and that I have received, on behalf of the Strata Corporation, a copy of Application to Amend Form "E" to extend the election dates for Phases 3, 4, 5, and 6, by One (1) year, to April 1, 1998, 1999, 2000, and 2001 respectively.

AND I MAKE this solemn declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as is made under oath.

DECLARED at Invermere
in the Province of British Columbia

This 5th day of March, A.D.
1997, before me:

[Signature]

)
)
)
)
)
)
)
)
[Signature]
Donald G. Seable

WILLIAM J. MacDONALD
BARRISTER & SOLICITOR
1018B 7th AVE. P.O. BOX 2400
INVERMERE, B.C. V0A 1K0
(250)342-6921 FAX (250)342-3237

EXHIBIT "C"

Strata Property Act

AMENDED FORM P
PHASED STRATA PLAN DECLARATION
(Sections 221, 222)

We, Fairmont Riverside Golf Estates Ltd., 5097 Riverview Road, Fairmont Hot Springs, British Columbia, V0B 1L1, declare:

1. That we intend to create a strata plan by way of phased development of the following land which we own, namely:

PID: 017-936-314, Lot 3, District Lots 52 and 5352, Kootenay District, Plan 20036; and
PID: 026-823-772, Lot A, District Lot 5352, Kootenay District, Plan NEP82037

2. That the plan of development is as follows:

- (a) The development will be completed in SIX phases. Phases 1, 2, and 3 have been completed and consist of 45, 15 and 12 bare land strata lots respectively, totaling 72 bare land strata lots. The remaining phases will have the following number of strata lots:

Phase 4 – 22 bare land strata lots

Phase 5 – 10 bare land strata lots

Phase 6 – 22 bare land strata lots

The total number of strata lots in the development is 126. There will be no common facilities in the development.

- (b) Attached hereto is a sketch plan showing:

- (i) all the land to be included in the phased strata plan,
- (ii) the present parcel boundaries,
- (iii) the approximate boundaries of each phase, and
- (iv) no common facilities.

- (c) The estimated date for the beginning of construction and completion of construction for each phase is as follows:

	Commencement of Construction	Completion of Construction
PHASE 1	COMPLETED	COMPLETED
PHASE 2	COMPLETED	COMPLETED
PHASE 3	COMPLETED	COMPLETED
PHASE 4	Commenced	October 31, 2006
PHASE 5	Commenced	October 31, 2006
PHASE 6	April 1, 2008	October 31, 2010

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

PHASE	UNIT ENTITLEMENT
ONE	5,000
TWO	1,500
THREE	1,300
FOUR	2,200
FIVE	1,000
SIX	2,200
TOTAL UNIT ENTITLEMENT	13,200

- (e) The maximum number of units and the general type of structure in each phase is as follows:

PHASE	NO. OF STRATA LOTS	DESCRIPTION OF STRUCTURE
ONE	45 Units	Single family home units for residential purposes
TWO	15 Units	Single family home units for residential purposes
THREE	12 Units	Single family home units for residential purposes
FOUR	22 Units	Single family home units for residential purposes
FIVE	10 Units	Single family home units for residential purposes
SIX	22 Units	Single family home units for residential purposes

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

PHASE	DATE
ONE	Completed
TWO	Completed
THREE	Completed
FOUR	Elected to Proceed
FIVE	Elected to Proceed
SIX	April 1, 2008

DATED THIS 14 day of February 2007.

Fairmount Riverside Golf Estates Ltd.
(Inc. No. 327742)
by its authorized signatory:



Signature of Applicant: Don Seable

Date of approval: APRIL 16, 2007.



Signature of Approving Officer
Ministry of Transportation and Highways

PLAN TO ACCOMPANY FORM P OF THE STRATA
 PROPERTY ACT FOR A PHASED STRATA DEVELOPMENT ON
 LOT 3, PLAN NEP20036, AND LOT A, PLAN NEP82037,
 D.L.'s 52 AND 5352, KOOTENAY DISTRICT

BCGS 82J.031

SCALE 1 : 2500

LEGEND

All distances are in metres.

This plan file within the
 Register Subject of Genl. Registry

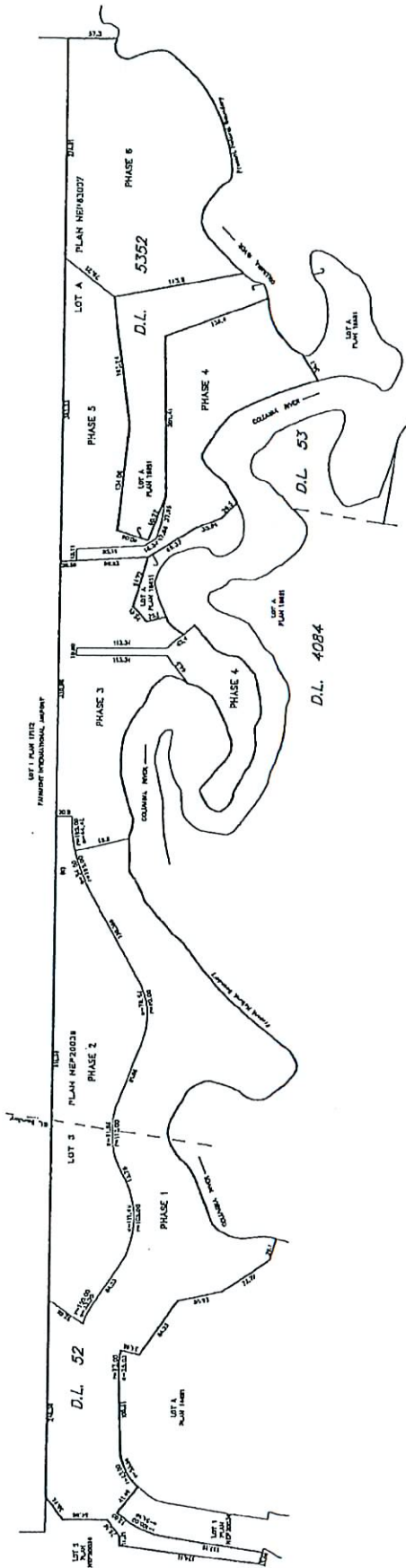


FIGURE
 DRAWING NUMBER: 82J031
 7/19/16-FP-R2

Original correct the D.L. by of Falmer, 2007.
 [Signature]
 08.10.12

STRATA CORP. NES 115

Proposed Operating Budget
For the year ended March 31, 2008

	<u>2008</u>	<u>2007</u>
Expenses		
Bank charges	\$ 250	\$ 250
Common area maintenance	3,000	3,000
Gate - repairs and maintenance	1,700	1,200
Gate telephone	1,000	950
Insurance	1,650	1,350
Lights On	200	100
Long term common area development	6,500	8,000
Meeting expenses	400	400
Office and postage	520	501
Other - unexpected and unplanned	2,150	1,000
Paving - cart access path	3,000	
Snow removal/street cleaning	3,350	2,000
Utilities	500	400
Water and sewer	600	520
	<u>24,820</u>	<u>19,671</u>
Contribution to Contingency Reserve - 10%	<u>2,482</u>	<u>1,967</u>
	27,302	21,638
Estimated rent from gatehouse	<u>5,400</u>	<u>4,800</u>
	<u>\$ 21,902</u>	<u>\$ 16,838</u>
Proposed assessment per lot - (78) (70)	<u>\$ 280</u>	<u>\$ 240</u>

EXHIBIT "E"

**Strata Corporation NES115
Operating Budget Phases 1 - 3
Proposed Interim Operating Budget Phases 1 - 5
For the Year ending March 31, 2007**

Expenses:	Approved S.Corp. Budget for year ending March 31, 08 (Phases 1 - 3)	Proposed Budget Phases 4 and 5	Total Phase 1-5 Interim Budget
Common Area Maintenance	\$ 3,000.00	\$ 100.00	\$ 3,100.00
Snow Removal/Street Cleaning	\$ 3,350.00	\$ 100.00	\$ 3,450.00
Insurance	\$ 1,650.00	\$ -	\$ 1,650.00
Gate Telephone	\$ 1,000.00	\$ -	\$ 1,000.00
Water and Sewer	\$ 600.00	\$ -	\$ 600.00
Long Term Common Area Development	\$ 6,500.00	\$ -	\$ 6,500.00
Gate - Repairs and Maintenance	\$ 1,700.00	\$ -	\$ 1,700.00
Paving - cart access path	\$ 3,000.00	\$ -	\$ 3,000.00
Office and Postage	\$ 520.00	\$ 50.00	\$ 570.00
Bank Charges	\$ 250.00	\$ -	\$ 250.00
Meeting Expenses	\$ 400.00	\$ -	\$ 400.00
Utilities	\$ 500.00	\$ -	\$ 500.00
Lights - on	\$ 200.00	\$ -	\$ 200.00
Other - unexpected and unplanned	\$ 2,150.00	\$ -	\$ 2,150.00
Total	\$ 24,820.00	\$ 250.00	\$ 25,070.00
 Contribution to Contingency Reserve 10%	 \$ 2,482.00	 \$ 25.00	 \$ 2,507.00
Fund Prior Deficiency	\$ -	\$ -	\$ -
Estimated Rent from Gatehouse	\$ (5,400.00)	\$ -	\$ (5,400.00)
TOTAL	\$ 21,902.00	\$ 275.00	\$ 22,177.00
 Proposed Assessment per Strata Lot	 \$ 280.79	 \$ 8.59	 \$ 201.61

Based on the proposed interim operating for budget phases 1 - 5 Strata Lot Owners in Phases 1 to 5 will pay a monthly assessment of \$201.

Note: If the Strata Corporation continues to assess maintenance fees by the number of strata lots in the strata plan instead of on the basis of Unit Entitlement, the payment indicated above for strata lot owners in phases 1 - 5 will remain the same, as proposed. If the Strata Corporation alters its form of calculating the monthly assessments to be on the basis of Unit Entitlement, there may be a minor change to the monthly assessments from what is proposed above.

EXHIBIT "F"

CONDOMINIUM ACT
(Section 31)

RENTAL DISCLOSURE STATEMENT
RIVERSIDE ESTATES

1. The strata plan in respect of which this statement is made is described as:

LOT 3
DISTRICT LOT 52 and 5352
KOOTENAY DISTRICT
PLAN NEP20036


2. The residential strata lots described below are under lease as of the date of this statement and the Owner-Developer intends to lease each strata lot until the date set out opposite its description:

DESCRIPTION OF STRATA LOT	DATE LEASE PERIOD ENDS
None	n/a

3. In addition to the number of residential strata lots described in paragraph 2, the Owner-Developer reserves the right to lease up to (124) strata lots during the period of time in which the Owner-Developer owns the strata lots.

4. There is no by-law of the strata corporation which limits the number of strata lots that may be leased by the Owners.

DATED this 16 day of October, 1992.



FAIRMONT RIVERSIDE GOLF ESTATES
LTD.

EXHIBIT "G"

LEGAL NOTATIONS and CHARGES, LIENS, AND INTERESTS

CHART

CP = Common Property
R = Remainder Lands
SL = Strata Lot

LEGAL NOTATIONS	CP	R
XF20646 – Permit issued under s.974 of the Municipal Act (August 25, 1992)	X	X
XF25454 – Access Easement over Lot 2 District Lot 52 Kootenay District Plan NEP20036 (adjacent lot) (October 6, 1992)	X	X
XF34057 – Form E (Phased Strata Plan) (December 22, 1992)		X
XH6705 – Amended Form E (March 16, 1994)		X
XJ6916 – Amended Form E (March 28, 1995)		X
KM41653 – Amended Form E		X
KP58499 – Amended Form E		X
XK10212 – Amended Form E (April 15, 1996)		X
KL31146 – Amended Form E (April 1997)		X
KP71633 – Easement over SLs 70 to 79 (inclusive) Strata Plan NES115	X	
XH23567B – Acquisition of Lot A District Lot 52 Kootenay District Plan NEP21465 Except Part in Plan NEP21467	X	
XH23566 – Transfer of Part of the Common Property by Lot 1 Plan NEP21466	X	
CHARGES, LIENS and INTERESTS		
L6588 – Undersurface Rights in favour of BC	X	X

Charges, Liens and Interests, cont.	CP	R
XC30647 – Restrictive Covenant in favour of BC re flooding covenant	X	X
XF25444 – Rent Charge in favour of Fairmont Hot Springs Resort Ltd. re water service	X	X
XF25445 – Access Easement in favour of Fairmont Hot Springs Resort Ltd. for its undertaking	X	X
XF25453 – Access Easement in favour of Fairmont Hot Springs Resort Ltd. for its undertaking	X	X
XF25455 – Access Easement in favour of Fairmont Hot Springs Resort Ltd. for its undertaking	X	X
XF34056 – Sewerage Rent Charge Agreement in favour of Fairmont Hot Springs Resort Ltd.	X	X
KP71631 – Statutory Right of Way in favour of Fairmont Hot Springs Resort Ltd. over surveyed area (NEP67280) for its undertaking, etc.		X
XF34109 – Easement – over SLs 1 to 50 Strata Plan NES115	X	
XH29617 – Statutory Right of Way in favour of BC Hydro	X	
XH29618 – Statutory Right of Way in favour of Telus	X	
KR93619 – Statutory Right of Way – in favour of BC Hydro	X	
KR93620 – Statutory Right of Way – in favour of Telus	X	

<p style="text-align: center;">DESCRIPTIONS OF LEGAL NOTATIONS AND CHARGES, LIENS AND INTERESTS</p>
--

LEGAL NOTATIONS**XF20646 – Development Permit**

- Filed August 25, 1992

This Permit was issued under section 974 of the *Municipal Act*.

XF25454 – Access Easement

- Filed October 6, 1992

In favour of the parent parcel of the Development, over the adjacent Lot owned by Fairmont Hot Springs Resort Ltd. ("Fairmont"), for an access route and private taxiway (for aircraft) as designated from time to time.

XF34057 – Form E (Declaration of Intention to Create a Strata Plan by Phased Development)

- Filed December 22, 1992

XH6705 – Amended Form E

- Filed March 16, 1994

XJ6916 – Amended Form E

- Filed March 28, 1995

KM41653 – Amended Form E**KP58499 – Amended Form E****XK10212 – Amended Form E**

- Filed April 15, 1996

KL31146 – Amended Form E

- Filed April 1997

KP71633 – Easement

- Filed August 8, 2000

This is an easement in favour of the Strata Corporation over those portions of Strata Lots 70 to 79 inclusive that border the Columbia River for the purpose of allowing the Strata Corporation to construct, operate and maintain rip rap and dyking.

XH23566 – Transfer of Part of the Common Property

- Filed August 10, 1994

The Strata Corporation subdivided a portion of the Common Property in accordance with Plan NEP21466.

XH23567B – Transfer of Land from Strata Corporation to Fairmont Riverside Golf Estates Ltd.

- Filed August 10, 1994

The Strata Corporation transferred to the transferee a subdivided part of the Common Property (see XH23566 above), Lot 1, District Lot 52, Kootenay District Plan NEP21466 and that Part of Lot A, District Lot 52, Kootenay District Plan NEP21465 included in Lot A on a Plan of Subdivision of Closed Road and Lot 1, Plan NEP20036, Lot 1 Plan NEP21466 and Part of Lot A, Plan NEP21465, DL 52 Kootenay.

CHARGES, LIENS, and INTERESTS

L6588 – Undersurface Rights

- Filed April 6, 1977

In favour of the Queen in Right of the Province of BC.

XC30647 – Restrictive Covenant

- Filed December 5, 1989

In favour of the Queen in Right of the Province of BC as represented by the Ministry of Transportation and Highways, BC. This covenant acknowledges that portions of the Lands are subject to flooding, and the covenantor, as a condition for the consent to the subdivision of the Land, makes certain covenants respecting building elevation requirements for any buildings constructed.

This covenant requires that the location and elevation of buildings will be established by a professional engineer having experience in hydrology and hydraulics, that the Province of British Columbia does not make any representations a building constructed on the lands will not be damaged by

flooding or erosion, and that the covenantor will not claim any damages from the Province or Regional District of East Kootenay for damages to the Lands or buildings caused by flooding or erosion.

XF25444 – Water Service Rent Charge Agreement

- Filed October 6, 1992

In favour of Fairmont (as a water utility), the terms of the water service rent charge agreement (40 year term) are set out. This rent charge gives Fairmont certain enforcement rights, including power of sale, in the event water payments are not made.

XF25445 – Access Easement

- Filed October 6, 1992

This easement grants in favour of another parcel of land the right from time to time use an access route and private road over the development lands. The road is to be designated by the owner of the development lands and is to be used only for normal pedestrian and vehicle access.

XF25453 – Access Easement

- Filed October 6, 1992

This easement grants in favour of another parcel of land the right from time to time use an access route and private road over the development lands. The road is to be designated by the owner of the development lands and is to be used only for normal pedestrian and vehicle access.

XF25455 – Access Easement

- Filed October 6, 1992

This easement grants in favour of another parcel of land the right from time to time use an access route and private road over the development lands. The road is to be designated by the owner of the development lands and is to be used only for normal pedestrian and vehicle access.

XF34056 – Sewerage Rent Charge Agreement

- Filed December 22, 1992

In favour of Fairmont (as a sewer utility), the terms of the sewerage service rent charge agreement (40 year term) are set out. This rent charge gives Fairmont certain enforcement rights, including power of sale in the event utility payments are not made.

KP71631 – Statutory Right of Way

- Filed August 8, 2000

This is a statutory right of way in favour of Fairmont charging strata lots 71 through 81 of strata plan NES115, and the remainder lands. The statutory right of way gives Fairmont the right to construct, maintain and operate on the remainder lands water mains, sewer mains, storm sewers, drains, underground cables, conduits, lines and pipes of every kind, together with ancillary fittings for the purpose of conveying and transporting water, sanitary sewage, storm drainage, liquid waste, gas, electrical energy, telephone and other forms of communication through the right of way area. The right of way area is shown on a registered plan NEP 67280.

XF34109 – Easement over Strata Lots 1 to 50 NES115

- Filed December 22, 1992

This is an easement in favour of the Strata Corporation over those portions of Strata Lots 1 to 50 inclusive that border the Columbia River for the purpose of allowing the Strata Corporation to repair, maintain and reconstruct the rip rap and dyking to prevent erosion and flooding. The easement also provides for a 10 metre wide “no build zone” from the natural river boundary.

XH29617, XH29618 – Statutory Rights of Way in favour of BC Hydro and Telus

- Filed October 4, 1994

BC Hydro and Telus are granted a blanket statutory right of way for the construction, operation and maintenance of their respective Works over the Common Property and PID 018-858-881, Lot A, District Lot 52, Kootenay District Plan NEP21465 Except Part in Plan NEP21467.

KR93619, KR93620 – Statutory Rights of Way in favour of BC Hydro and Telus

- Filed October 5, 2001

BC Hydro and Telus are granted a blanket statutory right of way for the construction, operation and maintenance of their respective Works over the Common Property.

<p>The foregoing are summaries only. Purchasers are recommended to obtain copies of the documents listed from the Land Title Office.</p>
--

XF025444

NELSON
LAND TITLE OFFICE

LAND TITLE ACT
FORM C

(Section 219.81)
(REV. 05/92)

EXHIBIT "I"

'82 OCT -6 PM 2 25

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 7 pages

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

FAIRMONT HOT SPRINGS RESORT LTD.
#112C, 1330 - 15 Ave. S.W.
Calgary, Alberta
T3C 3N6
Phone: (403)229-3777 Peter Mulyk, P.Eng.

58

(9)

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *

016-092-911 Lot 1, District Lots 52 and 5352, Kootenay District Plan 18881

XD1747

10/06/92 D2654K CHARGE 50.00

See "Rent Charge"

3. NATURE OF INTEREST: *

Water Service Rent
Charge Agreement

DOCUMENT REFERENCE
(page and paragraph)

Entire Instrument

PERSON ENTITLED TO INTEREST

Fairmont Hot
Springs Resort Ltd.

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

- (a) Filled Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *

FAIRMONT RIVERSIDE GOLF ESTATES LTD.
Inc. #327742

LAND TITLE ACT
Form 1 (Section 36)
MEMORANDUM OF REGISTRATION
Registered on application received on
the day and at the time written hereon
Registrar
Nelson Land Title Office

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


FAIRMONT HOT SPRINGS RESORT LTD.
Box 10
Fairmont Hot Springs, B.C.
V0B 1L0
Amalgamation #188934

7. ADDITIONAL OR MODIFIED TERMS: *

N/A

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

Officer Signature(s)


 Gerald D. Krambeitz
 Barrister + Solicitor
 8285 Baker St
 Cranbrook Bc
 V1c 1A2

Execution Date

Y	M	D
92	08	20

Party(ies) Signature(s)

FAIRMONT RIVERSIDE GOLF ESTATES
 LTD.
 by its authorized signatories



Donald G. Seable

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, 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.

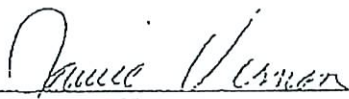
* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

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

<u>PHASE</u>	<u>DATE</u>
Phase 1	November 1, 1992
Phase 2	November 1, 1992
Phase 3	April 1, 1998
Phase 4	April 1, 1999
Phase 5	April 1, 2000
Phase 6	April 1, 2001

DATED THIS 3rd day of March 1997.

Fairmont Riverside Golf Estates
Ltd. (Incorporation No. 327742)
Applicant



Approving Officer
Ministry of Transportation and
Highways

PER: 

Agent for Fairmont Riverside Golf
Estates Ltd.

SCHEDULE "A"

**THE NUMBER OF PHASES TO BE DEVELOPED AND THE
COMMON FACILITIES DEVELOPED IN CONJUNCTION WITH
EACH PARTICULAR PHASE.**

The development shall be constructed in six (6) phases. There will be no common facilities constructed in conjunction with any of these phases.

PHASED STRATA PLAN OF LOT 3
PLAN NEP 20036, D.L. 52, D.L. 5352,
KOOTENAY DISTRICT

FORM E CONDOMINIUM ACT

SCHEDULE "B"

SKETCH PLAN SHOWING PHASED
DEVELOPMENT OF LOT 3, DISTRICT
LOTS 51, 5352, KOOTENAY DISTRICT
PLAN NEP 20036

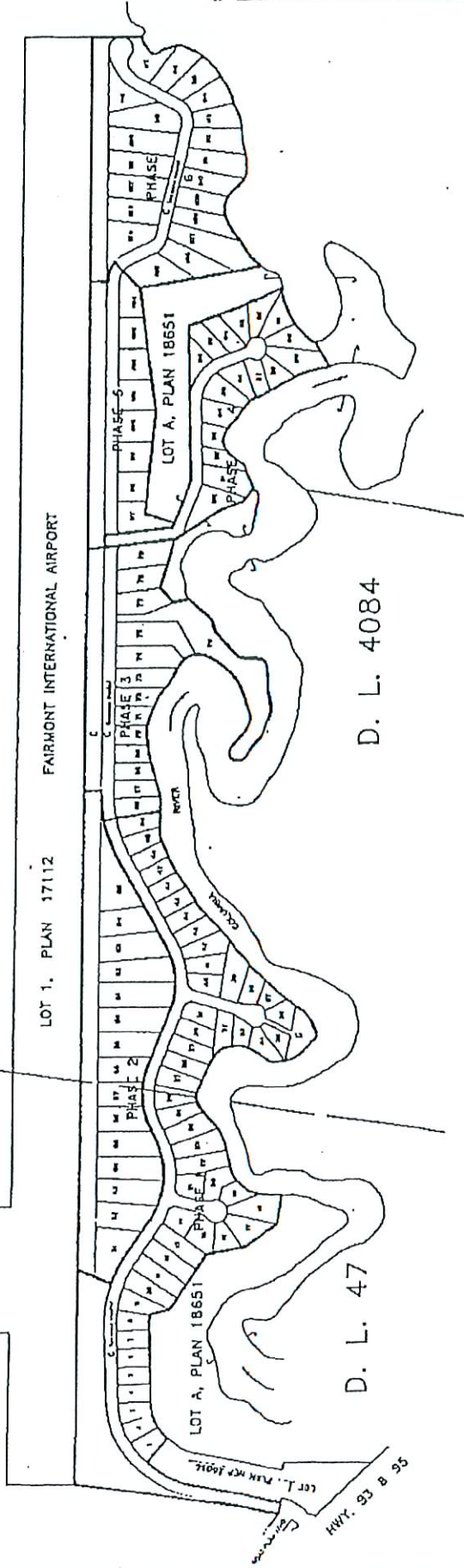
BCGS B2J031

SCALE 1 : 2500



D. L. 52

D. L. 5352



D. L. 47

D. L. 4084

SCHEDULE "C"

SCHEDULE OF ESTIMATED DATES OF CONSTRUCTION AND
COMPLETION OF CONSTRUCTION FOR EACH PHASE.

	<u>Commencement of Construction</u>	<u>Completion of Construction</u>
PHASE 1	November 1, 1992	June 30, 1993
PHASE 2	November 1, 1992	June 30, 1994
PHASE 3	April 1, 1998	June 30, 1999
PHASE 4	April 1, 1999	June 30, 2000
PHASE 5	April 1, 2000	June 30, 2001
PHASE 6	April 1, 2001	June 30, 2002

STATUTORY DECLARATION

CANADA)
PROVINCE OF)
BRITISH COLUMBIA)
)
)
TO WIT:)
)
)

To: Registrar
B.C. Land Titles Office
310 Ward Street
Nelson, B.C.
V1L 5S4

Re: Amended Form "E" - Lot 3, District
Lots 52, & 5352, K.D. Plan NEP 22036

I, Donald G. Seable, of Box 127, Fairmont Hot Springs in the Province of British Columbia, DO SOLEMNLY DECLARE THAT:


I am the President of Strata Plan NES 115 Corporation and that I have received, on behalf of the Strata Corporation, a copy of Application to Amend Form "E" to extend the election dates for Phases 3, 4, 5, and 6, by One (1) year, to April 1, 1998, 1999, 2000, and 2001 respectively.

AND I MAKE this solemn declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as is made under oath.

DECLARED at Invermere
in the Province of British Columbia

This 5th day of March, A.D.
1997, before me:

WILLIAM J. MacDONALD
BARRISTER & SOLICITOR
1018B 7th AVE. P.O. BOX 2400
INVERMERE, B.C. V0A 1K0
(250)342-6921 FAX (250)342-3237

)
)
)
)
)
)
)
)
)
)


Donald G. Seable

EXHIBIT "C"

Strata Property Act

AMENDED FORM P
PHASED STRATA PLAN DECLARATION
(Sections 221, 222)

We, Fairmont Riverside Golf Estates Ltd., 5097 Riverview Road, Fairmont Hot Springs, British Columbia, V0B 1L1, declare:

1. That we intend to create a strata plan by way of phased development of the following land which we own, namely:

PID: 017-936-314, Lot 3, District Lots 52 and 5352, Kootenay District, Plan 20036; and
PID: 026-823-772, Lot A, District Lot 5352, Kootenay District, Plan NEP82037

2. That the plan of development is as follows:

- (a) The development will be completed in SIX phases. Phases 1, 2, and 3 have been completed and consist of 45, 15 and 12 bare land strata lots respectively, totaling 72 bare land strata lots. The remaining phases will have the following number of strata lots:

Phase 4 – 22 bare land strata lots

Phase 5 – 10 bare land strata lots

Phase 6 – 22 bare land strata lots

The total number of strata lots in the development is 126. There will be no common facilities in the development.

- (b) Attached hereto is a sketch plan showing:

- (i) all the land to be included in the phased strata plan,
- (ii) the present parcel boundaries,
- (iii) the approximate boundaries of each phase, and
- (iv) no common facilities.

- (c) The estimated date for the beginning of construction and completion of construction for each phase is as follows:

	Commencement of Construction	Completion of Construction
PHASE 1	COMPLETED	COMPLETED
PHASE 2	COMPLETED	COMPLETED
PHASE 3	COMPLETED	COMPLETED
PHASE 4	Commenced	October 31, 2006
PHASE 5	Commenced	October 31, 2006
PHASE 6	April 1, 2008	October 31, 2010

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

PHASE	UNIT ENTITLEMENT
ONE	5,000
TWO	1,500
THREE	1,300
FOUR	2,200
FIVE	1,000
SIX	2,200
TOTAL UNIT ENTITLEMENT	13,200

- (e) The maximum number of units and the general type of structure in each phase is as follows:

PHASE	NO. OF STRATA LOTS	DESCRIPTION OF STRUCTURE
ONE	45 Units	Single family home units for residential purposes
TWO	15 Units	Single family home units for residential purposes
THREE	12 Units	Single family home units for residential purposes
FOUR	22 Units	Single family home units for residential purposes
FIVE	10 Units	Single family home units for residential purposes
SIX	22 Units	Single family home units for residential purposes

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

PHASE	DATE
ONE	Completed
TWO	Completed
THREE	Completed
FOUR	Elected to Proceed
FIVE	Elected to Proceed
SIX	April 1, 2008

DATED THIS 14 day of February 2007.

Fairmount Riverside Golf Estates Ltd.
(Inc. No. 327742)
by its authorized signatory:



Signature of Applicant: Don Seable

Date of approval: APRIL 16, 2007.



Signature of Approving Officer
Ministry of Transportation and Highways

PLAN TO ACCOMPANY FORM P OF THE STRATA
 PROPERTY ACT FOR A PHASED STRATA DEVELOPMENT ON
 LOT 3, PLAN NEP20036, AND LOT A, PLAN NEP82037,
 D.L.'s 52 AND 5352, KOOTENAY DISTRICT

BOGS 82J/031

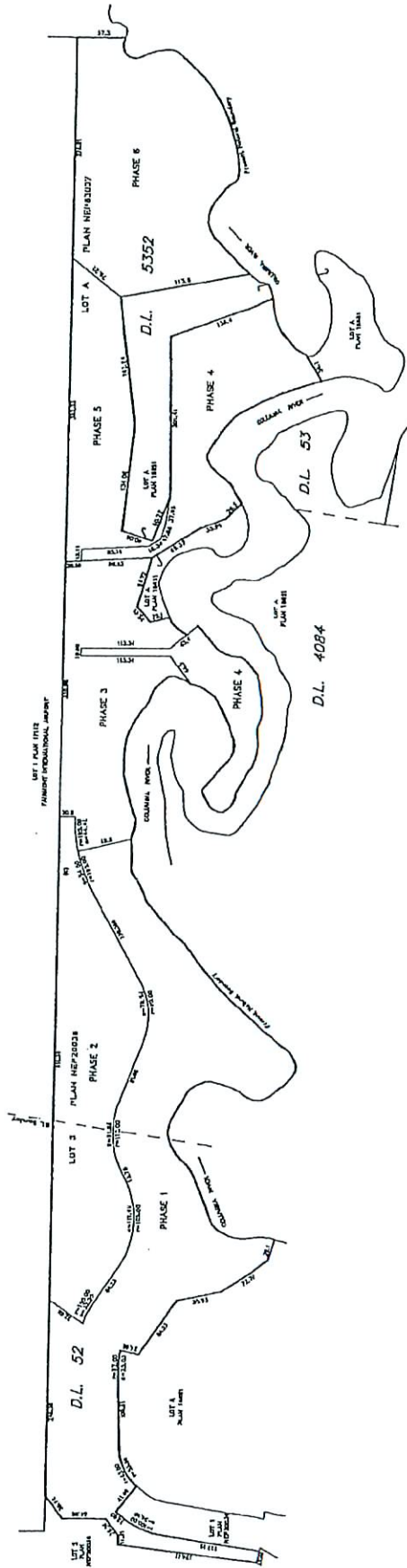


SCALE 1 : 2500

LEGEND

All distances are in meters.

This plan file within the
 Survey District of East Kootenay



FILE #
 DRAWING NUMBER - 71916-FF-R2

Certified correct in the City of Vancouver, B.C.
 Surveyor *[Signature]*
 B.C.L.C.

STRATA CORP. NES 115

Proposed Operating Budget
For the year ended March 31, 2008

	<u>2008</u>	<u>2007</u>
Expenses		
Bank charges	\$ 250	\$ 250
Common area maintenance	3,000	3,000
Gate - repairs and maintenance	1,700	1,200
Gate telephone	1,000	950
Insurance	1,650	1,350
Lights On	200	100
Long term common area development	6,500	8,000
Meeting expenses	400	400
Office and postage	520	501
Other - unexpected and unplanned	2,150	1,000
Paving - cart access path	3,000	
Snow removal/street cleaning	3,350	2,000
Utilities	500	400
Water and sewer	<u>600</u>	<u>520</u>
	24,820	19,671
Contribution to Contingency Reserve - 10%	<u>2,482</u>	<u>1,967</u>
	27,302	21,638
Estimated rent from gatehouse	<u>5,400</u>	<u>4,800</u>
	<u>\$ 21,902</u>	<u>\$ 16,838</u>
Proposed assessment per lot - (78) (70)	<u>\$ 280</u>	<u>\$ 240</u>

EXHIBIT "E"

**Strata Corporation NES115
Operating Budget Phases 1 - 3
Proposed Interim Operating Budget Phases 1 - 5
For the Year ending March 31, 2007**

Expenses:	Approved S.Corp. Budget for year ending March 31, 08 (Phases 1 - 3)	Proposed Budget Phases 4 and 5	Total Phase 1-5 Interim Budget
Common Area Maintenance	\$ 3,000.00	\$ 100.00	\$ 3,100.00
Snow Removal/Street Cleaning	\$ 3,350.00	\$ 100.00	\$ 3,450.00
Insurance	\$ 1,650.00	\$ -	\$ 1,650.00
Gate Telephone	\$ 1,000.00	\$ -	\$ 1,000.00
Water and Sewer	\$ 600.00	\$ -	\$ 600.00
Long Term Common Area Development	\$ 6,500.00	\$ -	\$ 6,500.00
Gate - Repairs and Maintenance	\$ 1,700.00	\$ -	\$ 1,700.00
Paving - cart access path	\$ 3,000.00	\$ -	\$ 3,000.00
Office and Postage	\$ 520.00	\$ 50.00	\$ 570.00
Bank Charges	\$ 250.00	\$ -	\$ 250.00
Meeting Expenses	\$ 400.00	\$ -	\$ 400.00
Utilities	\$ 500.00	\$ -	\$ 500.00
Lights - on	\$ 200.00	\$ -	\$ 200.00
Other - unexpected and unplanned	\$ 2,150.00	\$ -	\$ 2,150.00
Total	\$ 24,820.00	\$ 250.00	\$ 25,070.00
 Contribution to Contingency Reserve 10%	 \$ 2,482.00	 \$ 25.00	 \$ 2,507.00
Fund Prior Deficiency	\$ -	\$ -	\$ -
 Estimated Rent from Gatehouse	 \$ (5,400.00)	 \$ -	 \$ (5,400.00)
 TOTAL	 \$ 21,902.00	 \$ 275.00	 \$ 22,177.00
 Proposed Assessment per Strata Lot	 \$ 280.79	 \$ 8.59	 \$ 201.61

Based on the proposed interim operating for budget phases 1 - 5 Strata Lot Owners in Phases 1 to 5 will pay a monthly assessment of \$201.

Note: If the Strata Corporation continues to assess maintenance fees by the number of strata lots in the strata plan instead of on the basis of Unit Entitlement, the payment indicated above for strata lot owners in phases 1 - 5 will remain the same, as proposed. If the Strata Corporation alters its form of calculating the monthly assessments to be on the basis of Unit Entitlement, there may be a minor change to the monthly assessments from what is proposed above.

EXHIBIT "F"

CONDOMINIUM ACT
(Section 31)

RENTAL DISCLOSURE STATEMENT
RIVERSIDE ESTATES

1. The strata plan in respect of which this statement is made is described as:

LOT 3
DISTRICT LOT 52 and 5352
KOOTENAY DISTRICT
PLAN NEP20036

2. The residential strata lots described below are under lease as of the date of this statement and the Owner-Developer intends to lease each strata lot until the date set out opposite its description:

DESCRIPTION OF STRATA LOT	DATE LEASE PERIOD ENDS
None	n/a

3. In addition to the number of residential strata lots described in paragraph 2, the Owner-Developer reserves the right to lease up to (124) strata lots during the period of time in which the Owner-Developer owns the strata lots.

4. There is no by-law of the strata corporation which limits the number of strata lots that may be leased by the Owners.

DATED this 16 day of October, 1992.



FAIRMONT RIVERSIDE GOLF ESTATES
LTD.

EXHIBIT "G"

LEGAL NOTATIONS and CHARGES, LIENS, AND INTERESTS

CHART

CP = Common Property
R = Remainder Lands
SL = Strata Lot

LEGAL NOTATIONS	CP	R
XF20646 – Permit issued under s.974 of the Municipal Act (August 25, 1992)	X	X
XF25454 – Access Easement over Lot 2 District Lot 52 Kootenay District Plan NEP20036 (adjacent lot) (October 6, 1992)	X	X
XF34057 – Form E (Phased Strata Plan) (December 22, 1992)		X
XH6705 – Amended Form E (March 16, 1994)		X
XJ6916 – Amended Form E (March 28, 1995)		X
KM41653 – Amended Form E		X
KP58499 – Amended Form E		X
XK10212 – Amended Form E (April 15, 1996)		X
KL31146 – Amended Form E (April 1997)		X
KP71633 – Easement over SLs 70 to 79 (inclusive) Strata Plan NES115	X	
XH23567B – Acquisition of Lot A District Lot 52 Kootenay District Plan NEP21465 Except Part in Plan NEP21467	X	
XH23566 – Transfer of Part of the Common Property by Lot 1 Plan NEP21466	X	
CHARGES, LIENS and INTERESTS		
L6588 – Undersurface Rights in favour of BC	X	X

Charges, Liens and Interests, cont.	CP	R
XC30647 – Restrictive Covenant in favour of BC re flooding covenant	X	X
XF25444 – Rent Charge in favour of Fairmont Hot Springs Resort Ltd. re water service	X	X
XF25445 – Access Easement in favour of Fairmont Hot Springs Resort Ltd. for its undertaking	X	X
XF25453 – Access Easement in favour of Fairmont Hot Springs Resort Ltd. for its undertaking	X	X
XF25455 – Access Easement in favour of Fairmont Hot Springs Resort Ltd. for its undertaking	X	X
XF34056 – Sewerage Rent Charge Agreement in favour of Fairmont Hot Springs Resort Ltd.	X	X
KP71631 – Statutory Right of Way in favour of Fairmont Hot Springs Resort Ltd. over surveyed area (NEP67280) for its undertaking, etc.		X
XF34109 – Easement – over SLs 1 to 50 Strata Plan NES115	X	
XH29617 – Statutory Right of Way in favour of BC Hydro	X	
XH29618 – Statutory Right of Way in favour of Telus	X	
KR93619 – Statutory Right of Way – in favour of BC Hydro	X	
KR93620 – Statutory Right of Way – in favour of Telus	X	

<p style="text-align: center;">DESCRIPTIONS OF LEGAL NOTATIONS AND CHARGES, LIENS AND INTERESTS</p>
--

LEGAL NOTATIONS**XF20646 – Development Permit**

- Filed August 25, 1992

This Permit was issued under section 974 of the *Municipal Act*.

XF25454 – Access Easement

- Filed October 6, 1992

In favour of the parent parcel of the Development, over the adjacent Lot owned by Fairmont Hot Springs Resort Ltd. (“Fairmont”), for an access route and private taxiway (for aircraft) as designated from time to time.

XF34057 – Form E (Declaration of Intention to Create a Strata Plan by Phased Development)

- Filed December 22, 1992

XH6705 – Amended Form E

- Filed March 16, 1994

XJ6916 – Amended Form E

- Filed March 28, 1995

KM41653 – Amended Form E**KP58499 – Amended Form E****XK10212 – Amended Form E**

- Filed April 15, 1996

KL31146 – Amended Form E

- Filed April 1997

KP71633 – Easement

- Filed August 8, 2000

This is an easement in favour of the Strata Corporation over those portions of Strata Lots 70 to 79 inclusive that border the Columbia River for the purpose of allowing the Strata Corporation to construct, operate and maintain rip rap and dyking.

XH23566 – Transfer of Part of the Common Property

- Filed August 10, 1994

The Strata Corporation subdivided a portion of the Common Property in accordance with Plan NEP21466.

XH23567B – Transfer of Land from Strata Corporation to Fairmont Riverside Golf Estates Ltd.

- Filed August 10, 1994

The Strata Corporation transferred to the transferee a subdivided part of the Common Property (see XH23566 above), Lot 1, District Lot 52, Kootenay District Plan NEP21466 and that Part of Lot A, District Lot 52, Kootenay District Plan NEP21465 included in Lot A on a Plan of Subdivision of Closed Road and Lot 1, Plan NEP20036, Lot 1 Plan NEP21466 and Part of Lot A, Plan NEP21465, DL 52 Kootenay.

CHARGES, LIENS, and INTERESTS

L6588 – Undersurface Rights

- Filed April 6, 1977

In favour of the Queen in Right of the Province of BC.

XC30647 – Restrictive Covenant

- Filed December 5, 1989

In favour of the Queen in Right of the Province of BC as represented by the Ministry of Transportation and Highways, BC. This covenant acknowledges that portions of the Lands are subject to flooding, and the covenantor, as a condition for the consent to the subdivision of the Land, makes certain covenants respecting building elevation requirements for any buildings constructed.

This covenant requires that the location and elevation of buildings will be established by a professional engineer having experience in hydrology and hydraulics, that the Province of British Columbia does not make any representations a building constructed on the lands will not be damaged by

flooding or erosion, and that the covenantor will not claim any damages from the Province or Regional District of East Kootenay for damages to the Lands or buildings caused by flooding or erosion.

XF25444 – Water Service Rent Charge Agreement

- Filed October 6, 1992

In favour of Fairmont (as a water utility), the terms of the water service rent charge agreement (40 year term) are set out. This rent charge gives Fairmont certain enforcement rights, including power of sale, in the event water payments are not made.

XF25445 – Access Easement

- Filed October 6, 1992

This easement grants in favour of another parcel of land the right from time to time use an access route and private road over the development lands. The road is to be designated by the owner of the development lands and is to be used only for normal pedestrian and vehicle access.

XF25453 – Access Easement

- Filed October 6, 1992

This easement grants in favour of another parcel of land the right from time to time use an access route and private road over the development lands. The road is to be designated by the owner of the development lands and is to be used only for normal pedestrian and vehicle access.

XF25455 – Access Easement

- Filed October 6, 1992

This easement grants in favour of another parcel of land the right from time to time use an access route and private road over the development lands. The road is to be designated by the owner of the development lands and is to be used only for normal pedestrian and vehicle access.

XF34056 – Sewerage Rent Charge Agreement

- Filed December 22, 1992

In favour of Fairmont (as a sewer utility), the terms of the sewerage service rent charge agreement (40 year term) are set out. This rent charge gives Fairmont certain enforcement rights, including power of sale in the event utility payments are not made.

KP71631 – Statutory Right of Way

- Filed August 8, 2000

This is a statutory right of way in favour of Fairmont charging strata lots 71 through 81 of strata plan NES115, and the remainder lands. The statutory right of way gives Fairmont the right to construct, maintain and operate on the remainder lands water mains, sewer mains, storm sewers, drains, underground cables, conduits, lines and pipes of every kind, together with ancillary fittings for the purpose of conveying and transporting water, sanitary sewage, storm drainage, liquid waste, gas, electrical energy, telephone and other forms of communication through the right of way area. The right of way area is shown on a registered plan NEP 67280.

XF34109 – Easement over Strata Lots 1 to 50 NES115

- Filed December 22, 1992

This is an easement in favour of the Strata Corporation over those portions of Strata Lots 1 to 50 inclusive that border the Columbia River for the purpose of allowing the Strata Corporation to repair, maintain and reconstruct the rip rap and dyking to prevent erosion and flooding. The easement also provides for a 10 metre wide “no build zone” from the natural river boundary.

XH29617, XH29618 – Statutory Rights of Way in favour of BC Hydro and Telus

- Filed October 4, 1994

BC Hydro and Telus are granted a blanket statutory right of way for the construction, operation and maintenance of their respective Works over the Common Property and PID 018-858-881, Lot A, District Lot 52, Kootenay District Plan NEP21465 Except Part in Plan NEP21467.

KR93619, KR93620 – Statutory Rights of Way in favour of BC Hydro and Telus

- Filed October 5, 2001

BC Hydro and Telus are granted a blanket statutory right of way for the construction, operation and maintenance of their respective Works over the Common Property.

The foregoing are summaries only. Purchasers are recommended to obtain copies of the documents listed from the Land Title Office.

XF025444

NELSON
LAND TITLE OFFICE

'82 OCT -6 PM 2 25

LAND TITLE ACT
FORM C

(Section 218.81)
(REV. 06/92)

EXHIBIT "P"

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

PAGE 1 of 7 PAGES

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

FAIRMONT HOT SPRINGS RESORT LTD.
#112C, 1330 - 15 Ave. S.W.
Calgary, Alberta
T3C 3N6
Phone: (403)229-3777 Peter Mulyk, P.Eng.

58

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *

(PID) 016-092-911

(LEGAL DESCRIPTION) Lot 1, District Lots 52 and 5352, Kootenay District Plan 18881

X017147

10/06/92 D2654k CHARGE 50.00

Acc "Part Charge"

3. NATURE OF INTEREST: *

DESCRIPTION
Water Service Rent
Charge Agreement

DOCUMENT REFERENCE
(page and paragraph)
Entire Instrument

PERSON ENTITLED TO INTEREST

Fairmont Hot
Springs Resort Ltd.

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

- (a) Filled Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *

FAIRMONT RIVERSIDE GOLF ESTATES LTD.
Inc. #327742

LAND TITLE ACT
Form 1 (Section 36)
MEMORANDUM OF REGISTRATION
Registered on application received on
the day and at the time written hereon

Registrar
Nelson Land Title Office

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


FAIRMONT HOT SPRINGS RESORT LTD.
Box 10
Fairmont Hot Springs, B.C.
VOB 1L0
Amalgamation #188934

7. ADDITIONAL OR MODIFIED TERMS: *

N/A

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

Officer Signature(s)


Gerald D. Krambeitz
Barrister + Solicitor
8285 Baker St
Cranbrook BC
V1C 1A2

Execution Date

Y	M	D
92	08	20

Party(ies) Signature(s)

FAIRMONT RIVERSIDE GOLF ESTATES
LTD.
by its authorized signatories


Donald G. Seable

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, 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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

XF025444

TERMS OF INSTRUMENT - PART 2

Page 3 of 7

WATER SERVICE RENT CHARGE AGREEMENT

THIS AGREEMENT made the 20th day of August, 1992.

BETWEEN:

FAIRMONT RIVERSIDE GOLF ESTATES LTD.
Incorporation No. 327742
Box 127
FAIRMONT HOT SPRINGS, B.C. VOB 1L0
(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

FAIRMONT HOT SPRINGS RESORT LTD.
Amalgamation No. 188934
Box 10
Fairmont Hot Springs, B.C. VOB 1L0
(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantee has been incorporated for the purpose of maintaining and operating a waterworks system at Fairmont Hot Springs, British Columbia.

AND WHEREAS the Grantee is a water utility within the meaning of the Water Utility Act and is therefore subject to regulation by the Comptroller of Water Rights in all matters including tariff rules, rates and charges;

AND WHEREAS the Grantee has been granted a Certificate of Public Convenience and Necessity by the Comptroller of Water Rights of the Province of British Columbia to operate a waterworks system;

AND WHEREAS the Grantor is the registered owner of a lot(s) in the authorized service area of the Grantee;

AND WHEREAS the Grantee has agreed to maintain the said waterworks system in order to provide service to the Grantor in the future, upon condition that the Grantor will pay an annual water availability of service charge to the Grantee until such time as the Grantor shall make application to connect the lot(s) to the waterworks system operated by the Grantee and thereafter agrees to pay to the Grantee a water users' charge in accordance with the Tariff of Rates filed from time to time by the Grantee;

AND WHEREAS the Grantor has agreed to grant to the Grantee a yearly rent charge, charged against the land owned by the Grantor, hereinafter described, in order to secure the annual water availability of service charge to the Grantee;

AND WHEREAS the Grantor intends to subdivide the subject lands in which each lot will be subject to within the described rent charge;

AND WHEREAS it is a condition of the Certificate of Public Convenience and Necessity issued to the Grantee that the Grantor provide the Grantee with the yearly rent charge against the lots in the subdivision, such yearly rent charge to have the priority over all liens, charges and encumbrances which may be registered against the lots.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Grantee making available to the Grantor and to others the waterworks service, and in further consideration of the payment by the Grantee to the Grantor of the sum of One (\$1.00) Dollar of lawful money of Canada (the receipt whereof is hereby acknowledged), the parties hereby agree as follows:

- 1) The Grantor does hereby grant to the Grantee for the term of forty (40) years a yearly rent charge in the aggregate of the amounts hereinafter set out to commence and to be computed from the date of granting of this rent charge and to be charged upon and issuing and payable out of each of the lots to be created from the subdivision of all and singular those certain parcels or tracts of land and premises situate, lying and being in the East Kootenay Assessment Area, in the Province of British Columbia and being more particularly known and described as:

Lot 1, District Lot 52 and 5352, Kootenay District
Plan 18881
(P.I.D. #016-092-911)

(hereinafter referred to as the "said lands")

- 2) The Grantor may or is in the process of subdividing the said lands.

XF025444

Page 5 of 7

- 3) Each of the lots created by subdividing the said lands will be subject to the following rent charge which said yearly rent charge shall be deemed to accrue from day to day but shall be paid in advance in one annual instalment on the First day of January in each year with the first payment being made on the First day of January next after the date of this Agreement. The amount of the yearly rent charge shall be:
- (a) For each single family residential lot, One Hundred and Twenty (\$120.00) Dollars
 - (b) For each Multiple Dwelling Unit lot, an amount equal to the maximum number of dwelling units permitted for development for apartment or row housing, whichever is greater, for such lot under the zoning by-law affecting such lot on the First day of January in each year during the currency of this Agreement multiplied by Eighty (\$80.00) Dollars.
 - (c) Such additional sum in excess of \$120.00 or \$80.00 as may be imposed from time to time by an order of the Comptroller of Water Rights in the manner provided for the fixing of rates under the Water Utility Act and the Utilities Commission Act.

PROVIDED that upon the Grantor making application to the Grantee to connect any of the said lots to the waterworks system operated by the Grantee and agreeing to pay to the Grantee thereafter a water users' charge in accordance with the Tariff of Rates from time to time issued by the Grantee, and with the approval of the Comptroller of Water Rights, then the above mentioned rent charge shall abate against such lot for as long as the water users' charge is paid in accordance with the said tariff. PROVIDED HOWEVER that the Grantor has paid all arrears and interest to the Grantee including the rent charge accrued to the date of application for connection.

ANY arrears of rent charge shall bear interest from the due date until payment at the rate of fifteen (15) per cent per annum and shall be a charge upon the said lots in the same manner as the rent charge hereby charged on the said lots.

THE Grantor further covenants and agrees with the Grantee that a copy of this Agreement shall be filed as a rate schedule to the approved tariff of the Grantee and that the amount of the rent charge and any interest rates stated herein may be amended by order of the Comptroller of Water Rights in the manner provided for the fixing of rates under the Water Utility Act.

X025444

Page 6 of 7

THE Grantor covenants with the Grantee that the Grantor and the persons deriving title under him will at all times hereafter pay to the said Grantee and the persons deriving title under him the said rent charge at the times and in the manner hereinbefore appointed for payment.

AND it is further agreed that if default shall be made in payment of the within rent charge or any part thereof, or interest for the space of Sixty (60) days after the day hereinbefore appointed for payment thereof, then and at any time thereafter, the Grantee may enter upon those of the said lots which are in default of payment or any part thereof and distress or distresses then and there found to take, lead, drive, carry away and impound and the same to impound, take hold and keep until the said rent charge and the arrears and interest thereof, if any, together with all costs and charges incurred by such distress or in obtaining payment of the said rent charge shall be fully paid and satisfied.

AND it is further agreed that if default may be made for the space of one hundred and eighty (180) days in the payment of any instalment or instalments hereby secured, the Grantee may forthwith sell and absolutely dispose of those of the said lots which are in default of payment either by public auction or private contract as to it, the said Grantee, shall deem fit and proper and may buy in, rescind or vary any contract for the sale and resale without being responsible for any loss occasioned thereby and may convey and assure the same to the purchaser in fee simple and the Grantor hereby constitutes the Grantee, its successors and assigns, the attorney or attorneys irrevocable by death or otherwise, of him the Grantor, his heirs, executors, or administrators to make such conveyance or conveyances PROVIDED HOWEVER that such power of sale shall not be exercised until after one month previous notice in writing shall have been given to the Grantor either by delivery to him or by delivery to an adult person upon the said lands or if vacant by substitutional service in the manner allowed under the Supreme Court Rules of the Province of British Columbia, and the further proviso that the Grantor does not, before the making of the sale, pay the amount in default with interest thereon and the costs of any such notice and proceedings of sale and the further proviso that no legal proceedings shall be commenced in any Court seeking any remedy against the lots or any of them without the written consent of the Comptroller of Water Rights.

AND it is further agreed that notwithstanding the absolute disposition of the said lots which are in default, the said rent charge shall survive and the purchaser in fee simple shall be subject to the terms of this agreement provided

XF025444

END

Page 7 of 7

instalment or instalments of the said rent charge is or are in arrears or as to the impropriety or irregularity of such sale and it shall as regards the purchaser or purchasers be deemed within the aforesaid power and be valid accordingly and the remedy (if any) of the Grantor in respect of any impropriety or irregularity in any such sale shall be in damages only and the purchaser or purchasers on any such sale shall not be required to see to the application of the proceeds of the sale or be accountable for any loss, misappropriation or misapplication thereof.

AND it is further agreed that the monies realized by reason of any such sale as aforesaid shall be applied by the Grantee in the first place in payment of the expenses incurred in and about such sale or otherwise in relation to the premises and then in and towards satisfaction of the monies for the time being owing upon the security of these presents and then to pay the surplus, if any, to the Grantor or as the Grantor shall direct.

AND it is further agreed that, notwithstanding the foregoing provisions for enforcement of the payments due hereunder, the Grantee, at its option, may bring or take legal action for payment in any court of competent jurisdiction.

IN the event that the waterworks system operated by the Grantee shall at any future time be taken over and operated by any public authority having taxing powers, then the Grantee shall release the said lots from the rent charge PROVIDED that the Grantor has paid all arrears and interest to the Grantee, including the rent charges accrued to the date of the release.

THE Grantor will do or cause to be done at its expense all acts necessary for the Grantee to gain priority for this rent charge over all liens, charges and encumbrances which are or may be registered against the Land and the Lots.

AND it is hereby agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators and assigns respectively.

IN WITNESS WHEREOF the Grantor has caused these present to be executed the day and year first above written.

** END OF DOCUMENT **

NELSON
LAND TITLE OFF

EXHIBIT J

XF034056

LAND TITLE ACT
FORM C

'92 DEC 22 PM 1 28

(Section 219.81)

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 6 pages

BB 18.12
#5C
4T
XF 5447
XF 2449
All
Revised
(1/2)

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
Fairmont Hot Springs Resort Ltd.
Box 10, Fairmont Hot Springs, B.C. V0B 1L0 (604)345-6311 Peter Mulyk, P.Eng.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)
017-936-292 Lot 1, District Lot 52, Kootenay District Plan NEP 20036
017-936-314 Lot 3, District Lots 52 and 5352, Kootenay District Plan NEP 20036

3. NATURE OF INTEREST: *
DESCRIPTION DOCUMENT REFERENCE PERSON ENTITLED TO INTEREST
SEWERAGE RENT CHARGE AGREEMENT ENTIRE INSTRUMENT FAIRMONT HOT SPRINGS RESORT LTD.

4. TERMS: Part 2 of this instrument consists of (select one only) 12/22/92 D8295k CHARGE 50.00
(a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
(c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *
FAIRMONT RIVERSIDE GOLF ESTATES LTD. (Inc.. #327742)

6. TRANSFEREE(S): (including postal address(es) and postal code(s)) *
FAIRMONT HOT SPRINGS RESORT LTD. (Amalgamation #188934)
P.O. Box 10, Fairmont Hot Springs, B.C. V0B 1L0

7. ADDITIONAL OR MODIFIED TERMS: *
N/A

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

LAND TITLE ACT
Form C (Section 367)
MANDATORY OF REGISTRATION
This instrument is entered on application received on this day and at the time specified hereon
Registrar
Nelson Land Title Office

Execution Date
Officer Signature(s)
Jean A. Seabla
A Commissioner for Taking Affidavits
Box 64
Fairmont Hot Springs BC
V0B 1L0

Y	M	D
92	12	8

Party(ies) Signature(s)
FAIRMONT RIVERSIDE GOLF ESTATES LTD.
by its authorized signatory
[Signature]
Donald G. Seable

OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, 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.
* If space insufficient, enter "SEE SCHEDULE" attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

XF034056

TERMS OF INSTRUMENT - PART 2

Page 2 of 6

SEWERAGE RENT CHARGE AGREEMENT

THIS AGREEMENT made the 27th day of November, 1992

BETWEEN:

FAIRMONT RIVERSIDE GOLF ESTATES LTD., a company duly incorporated under the laws of the Province of British Columbia under number 327742 and having its registered office at Fairmont Hot Springs, Province of British Columbia, VOB 1L0

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

FAIRMONT HOT SPRINGS RESORT LTD., a company duly incorporated under the laws of the Province of British Columbia under amalgamation number 188934 and having its registered office at Fairmont Hot Springs, Province of British Columbia, VOB 1L0

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantee is a public utility and operates a sewerage system at Fairmont Hot Springs, British Columbia;

AND WHEREAS the Grantee has been granted a Pollution Control Permit by the Pollution Control Branch of the Province of British Columbia to operate a sewerage system at Fairmont Hot Springs, British Columbia;

AND WHEREAS the Grantor is the registered owner of lots in the sewerage service area of the Grantee;

AND WHEREAS the Grantor wishes to take advantage of the said service, for which the Grantee requires the Grantor to pay an annual sewerage availability of service charge to the Grantee until such time as the Grantor shall make application to connect the lot to the sewerage system operated by the Grantee and thereafter agrees to pay to the Grantee a sewerage users' charge in accordance with any tariff of rates issued from time to time by the Grantee;

AND WHEREAS the Grantor has agreed to grant to the Grantee a yearly rent charge charged against the lots hereinafter described in order to secure the annual sewerage availability of service charge to the Grantee;

AND WHEREAS the Grantor intends to subdivide the subject lands in which each lot will be subject to the within described rent charge;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Grantee making available to the Grantor and to others the sewerage service and in further consideration of the payment by the Grantee to the Grantor of the sum of One (\$1.00) Dollar of lawful money of Canada (the receipt whereof is hereby acknowledged), the parties hereby agree as follows:

1) The Grantor does hereby grant to the Grantee for the term of forty (40) years a yearly rent charge in the aggregate of the amounts hereinafter set out to commence and to be computed from the date of granting of this rent charge and to be charged upon and issuing and payable out of each and every, all and singular those certain parcels or tracts of land and premises situate, lying and being in the East Kootenay Assessment Authority, in the Province of British Columbia and being more particularly known and described as:

Lot 1, District Lot 52, Kootenay District Plan NEP 20036 (P.I.D. #017-936-292)

- and -

Lot 3, District Lots 52 and 5352, Kootenay District Plan NEP 20036 (P.I.D. #017-936-314)

(hereinafter referred to as the "said lands")

2) The Grantor may or is in the process of subdividing the said lands.

3) Each of the lots created by subdividing the said lands will be subject to the following rent charge which said yearly rent charge shall be deemed to accrue from day to day but shall be paid in advance in one annual instalment on the First day of January in each year with the first payment being made on the First day of January next after the date of this Agreement. The amount of the yearly rent charge shall be:

XF034056

Page 4 of 6

- (a) For each Single Family Residential lot, One Hundred and Twenty (\$120.00) Dollars; and
- (b) For each Multiple Dwelling Unit lot, an amount equal to the maximum number of dwelling units permitted for development for apartment or row housing, whichever is greater, for such lot under the zoning by-law affecting such lot on the First day of January in each year during the currency of this Agreement multiplied by Eighty (\$80.00) Dollars.
- (c) Such additional sum in excess of \$120.00 or \$80.00 as may be imposed from time to time by a resolution of the Grantee in the manner provided for fixing of such rates and notified to the Grantor by the Grantee from time to time.

PROVIDED that upon the Grantor making application to the Grantee to connect any of the said lots to the sewerage system operated by the Grantee and agreeing to pay to the Grantee thereafter a sewerage users' charge in accordance with the tariff of rates from time to time issued by the Grantee, then the above-mentioned rent charge shall abate against such lot for so long as the sewerage users' charge is paid in accordance with the said tariff. PROVIDED HOWEVER that the Grantor has paid all arrears and interest to the Grantee including the rent charge accrued to the date of application for connection.

Any arrears of rent charge shall bear interest from the due date until payment of the rate of fifteen (15%) percent per annum and such interest shall be a charge upon the said lots in the same manner as the rent charge hereby charged on the said lots.

The Grantor covenants with the Grantee that the Grantor and the persons deriving title under it will at all times hereafter pay to the Grantee and the persons deriving title under it the said rent charge at the times and in the manner hereinbefore appointed for payment.

And it is further agreed that if default shall be made in payment of the within rent charge or any part thereof, or interest for the space of Sixty (60) days after the day hereinbefore appointed for payment thereof, then and at any time thereafter, the Grantee may enter upon those of the said lots which are in default of payment or any part thereof and distrain for the installment or installments in arrears and the distress or distresses then and there found to take, lead, drive, carry away and impound and the same to impound, take, hold and keep until the said rent charge and the arrears

XF034056

Page 5 of 6

and interest thereof, if any, together with all costs and charges incurred by such distress or in obtaining payment of the said rent charge shall be fully paid and satisfied.

And it is further agreed that if default may be made for the space of one hundred and eighty (180) days in the payment of any installment or installments hereby secured, the Grantee may forthwith sell and absolutely dispose of those of the said lots which are in default of payment either by public auction or private contract as to it, the said Grantee, shall deem fit and proper and may buy in, rescind or vary any contract for the sale and resale without being responsible for any loss occasioned thereby and may convey and assure the same to the purchaser in fee simple and the Grantor hereby constitutes the Grantee, its successors and assigns, the attorney or attorneys irrevocable by death or otherwise, of it the Grantor, its successors and assigns, to make such conveyance or conveyances PROVIDED HOWEVER that such power of sale shall not be exercised until after one month previous notice in writing shall have been given to the Grantor either by delivery to it or by delivery to an adult person upon the said lands or if vacant by substitutional service in the manner allowed under the Supreme Court Rules of the Province of British Columbia, and the further proviso that the Grantor does not, before the making of the sale, pay the amount in default with interest thereon and the costs of any such notice and proceedings of sale.

And it is further agreed that notwithstanding the absolute disposition of the said lots which are in default, the said rent charge shall survive and the purchaser in fee simple shall be subject to the terms of this agreement provided that no purchaser shall be bound to inquire whether any installment or installments of the said rent charge is or are in arrears or as to the impropriety or irregularity of such sale and it shall as regards the purchaser or purchasers be deemed within the aforesaid power and be valid accordingly and the remedy (if any) of the Grantor in respect of any impropriety or irregularity in any such sale shall be in damages only and the purchaser or purchasers on any such sale shall not be required to see to the application of the proceeds of the sale or be accountable for any loss, misappropriation or misapplication thereof.

And it is further agreed that the monies realized by reason of any such sale as aforesaid shall be applied by the Grantee in the first place in payment of the expenses incurred in and about such sale or otherwise in relation to the premises and then in and towards satisfaction of the monies for the time being owing upon the security of these presents and then to pay the surplus, if any, to the Grantor or as the Grantor shall direct.

XF034056

Page 6 of 6 *encl*

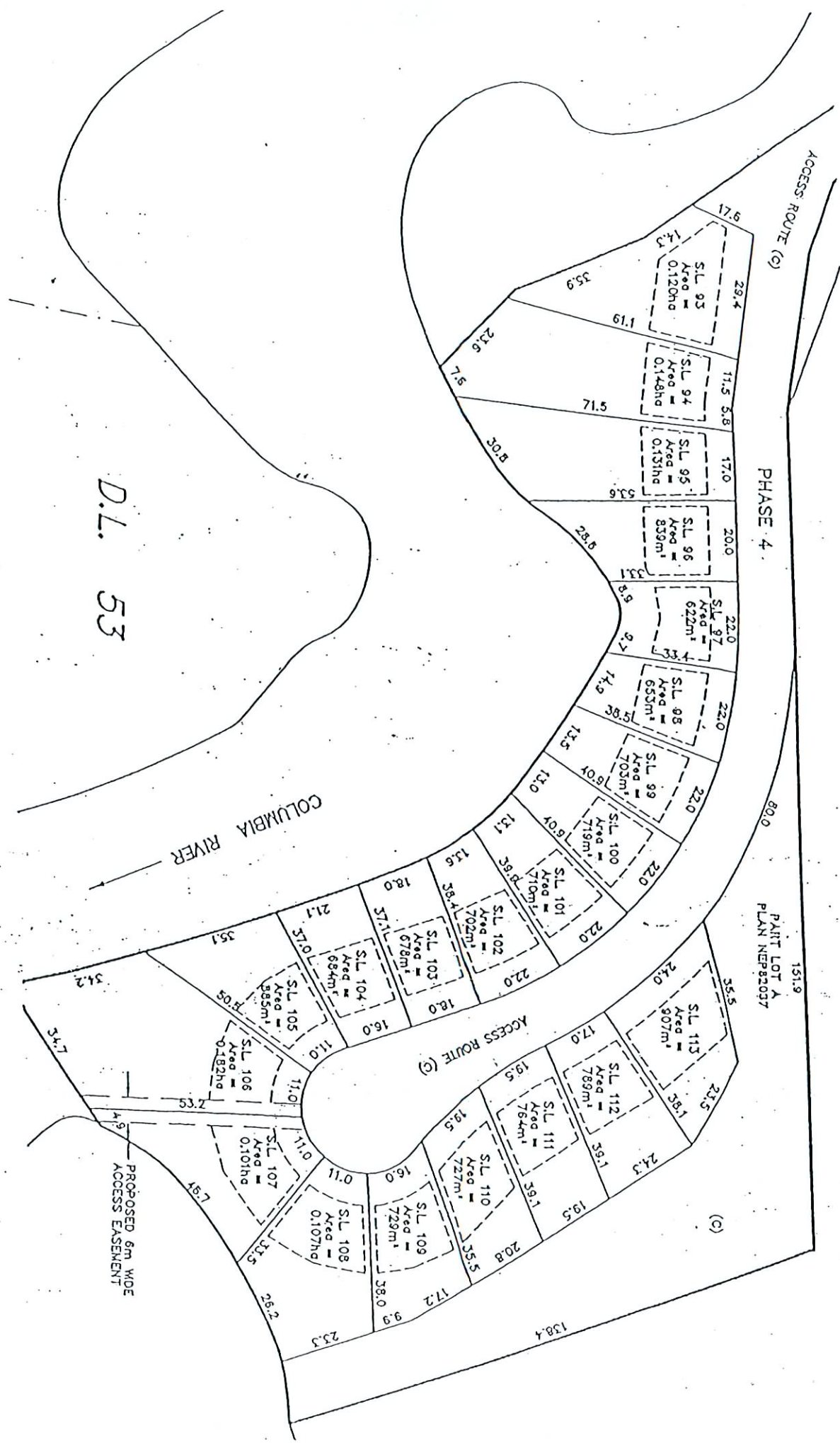
And it is further agreed that, notwithstanding the foregoing provisions for enforcement of the payments due hereunder, the Grantee, at its option, may treat any such payments or interest in arrears as a simple debt obligation and may bring or take legal action for payment in any court of competent jurisdiction.

In the event that the sewerage system operated by the Grantee shall at any future time be taken over and operated by any public authority having taxing powers, then the Grantee shall release the said lots from the rent charge PROVIDED that the Grantor has paid all arrears and interest to the Grantee, including the rent charges accrued to the date of the release.

And it is hereby agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

** END OF DOCUMENT **



D.L. 53

ACCESS ROUTE (C)

PHASE 4

PART LOT A
PLAN NEP2037

COLUMBIA RIVER

ACCESS ROUTE (C)

PROPOSED 6m WIDE
ACCESS EASEMENT

LOT 1 PLAN 17112
FAIRMONT INTERNATIONAL AIRPORT

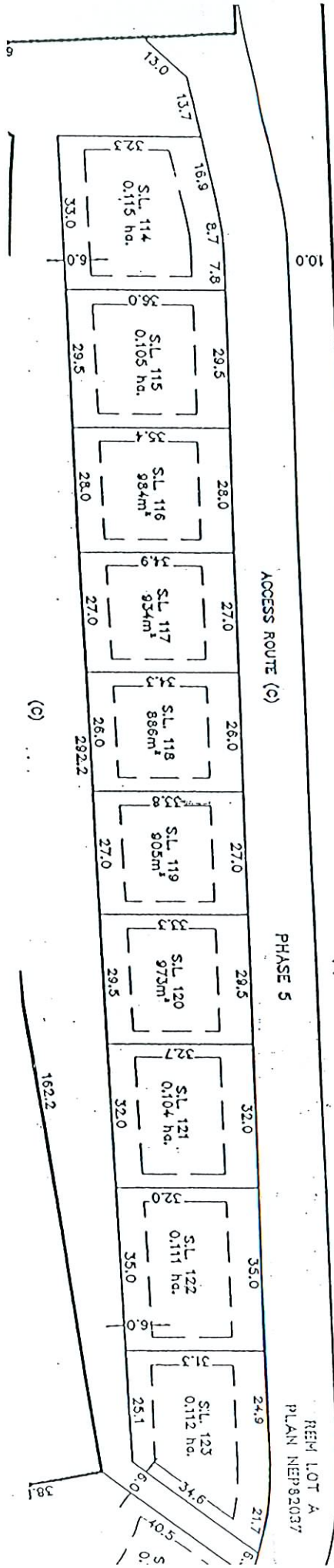


EXHIBIT "H"
FAIRMONT RIVERSIDE GOLF ESTATES LTD.

OFFER AND AGREEMENT OF PURCHASE AND SALE

The Vendor: FAIRMONT RIVERSIDE GOLF ESTATES LTD. (Inc. No. 327742)
(the "Vendor")

1. The Purchaser(s):

Full Name: _____	Full Name: _____
Address: _____	Address: _____
E-mail: _____	E-mail: _____
Telephone: Home: _____ Work: _____	Telephone: Home: _____ Work: _____
Fax: Home: _____ Work: _____	Fax: Home: _____ Work: _____
Occupation: _____	Occupation: _____

(collectively the "Purchaser")

2. [Please circle one on each of the next two lines

The Purchaser is [or] is not a resident of Canada for the purposes of the *Income Tax Act*.

The Purchaser is [or] is not registered for purposes of the *Goods and Services Tax Act*.

3. Purchaser's Solicitor: _____

4. Offer: The Purchaser hereby offers to purchase from the Vendor Strata Lot _____, District Lot 52 and 5352, Kootenay District Strata Plan NES115, in Fairmont Hot Springs, British Columbia, as shown on the proposed strata plan attached to the Disclosure Statement as Exhibit "B".(the "Strata Lot").

5. Purchase Price The Purchase Price for the Strata Lot is \$ _____
The Purchase Price does not include goods and services tax or social services tax payable.

6. Deposit \$ _____ (to be paid on execution of this Agreement by the Purchaser) All Deposit cheques will be made payable "in trust" to the law firm of McDonald Thomas (the "Vendor's Solicitor").

7. Completion Date: The completion date will be _____ (the "Completion Date").

8. Possession Date: The Purchaser will be entitled to take possession of the Strata Lot at 12:01 a.m. on that date following the Completion Date.

9. The Purchaser will pay the balance of the Purchase Price on the Completion Date "in trust" to the Vendor's Solicitor in accordance with the Statement of Adjustments. The Purchaser's lawyer will provide the Statement of Adjustments three days prior to the Completion Date.

10. Costs/GST/SST: The Purchaser shall assume and pay where applicable all real property taxes, Social Services Tax ("SST"), Federal Goods and Services Tax ("GST") on the value of the Strata Lot, Property Transfer Tax, rates, local improvement assessments and other charges levied against the Strata Lot. All

adjustments both incoming and outgoing of whatsoever nature will be included in the Statement of Adjustments and made as of the Completion Date.

11. This Offer is subject to the following conditions or considerations _____

12. Date of removal of subject conditions: _____

13. **Time is 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 any other remedy available to the Vendor, the Deposit plus any interest accrued shall immediately and absolutely be forfeited to the Vendor on account of damages and not as a penalty.

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

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

16. **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 provide ongoing products and services to the purchasers;
- c) additional purposes identified when or before the information is collected.

17. **Miscellaneous Provisions:** 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. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.

18. 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.

19. **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 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 Strata Lot to the Purchaser. This Agreement may not be altered or amended except by an amendment in writing signed by both parties.

20. **Governing Law:** 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.

Disclosure Statement Receipt

By signing below the Purchaser hereby acknowledges receipt of a copy of, and a reasonable opportunity, prior to the execution of this Agreement to read the Disclosure Statement dated AUG 23, 2007 together with any amendments thereto (collectively, the "Disclosure Statement").

Signed this _____ day of _____, 2007

WITNESS:

Signature

Purchaser

Name of Witness

Purchaser

(AS TO ALL SIGNATURES)

This Offer to Purchase is accepted by the Vendor this _____ day of _____, 2007

Fairmont Riverside Golf Estates Ltd.

Per: _____

BUDGET APR 1/13 – MAR 31/14

EXPENSES

Telephone	\$ 1 000
Bank expenses	250
Utilities	1 000
Insurance	1 500
Office and postage	500
Snow/street cleaning	3 500
Gate repair (panel/motor/arms)	10 000 (5 000 more committed in 2012)
Meeting expenses	500
Community events	600
Unplanned expenses	<u>500</u>
Total	19 350
Common Area Dev/Maint	4 500
Entrance enhancement	3 000
Road repairs yearly (cracks/signs)	400
Manhole repairs/cut down	3 000
Total Expenses	<u>30 250</u>
10% to Cont. Fund	3 025
GRAND TOTAL	<u>33 275</u>

Calculation of strata fees: $38\ 675 - 5400$ (rent from gatehouse) / 111 units = \$300/yr

Per unit = \$300 (keep at same level as 2012-2013)

STRATA CORP. NES 115

Income Statement For the year ended March 31, 2013

	<u>2013</u>	<u>2012</u>
Income		
Owner assessment	\$ 33,300	\$ 33,300
Rent	5,400	5,400
Other recoveries	3,475	2,978
Interest earned	1,420	
	<u>43,595</u>	<u>41,678</u>
Expenses		
Bank charges	177	148
Tree planting		21,734
Common area maintenance	5,382	4,122
Gatehouse – repairs and maintenance	4,761	8,021
Insurance	1,514	1,446
Property taxes	21	43
Office and postage	770	350
Snow removal/street cleaning	3,909	4,340
Telephone	1,067	1,023
Water and sewer	880	768
	<u>18,481</u>	<u>41,995</u>
Contribution to Contingency Reserve – 10%	<u>1,848</u>	<u>4,199</u>
	<u>20,329</u>	<u>46,194</u>
Net Income (loss)	<u>\$ 23,266</u>	<u>\$ (4,516)</u>

STRATA CORP. NES 115

Balance Sheet As at March 31, 2013

	<u>2013</u>	<u>2012</u>
ASSETS		
Current		
Cash in bank - operating	\$ 24,514	\$ 13,741
Accounts receivable	<u>4,600</u>	<u>3,075</u>
	<u>29,114</u>	<u>16,816</u>
Capital		
Land	120,000	120,000
Building	<u>120,000</u>	<u>120,000</u>
	<u>240,000</u>	<u>240,000</u>
Other		
Cash in bank – contingency fund	<u>114,580</u>	<u>101,310</u>
	<u>\$383,694</u>	<u>\$358,126</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	\$ 740	\$ 586
Deposits	<u>700</u>	<u>400</u>
	<u>1,440</u>	<u>986</u>
Net Assets		
Invested in capital assets	240,000	240,000
Contingency reserve	113,160	101,310
Unrestricted	<u>29,094</u>	<u>15,830</u>
	<u>382,254</u>	<u>357,140</u>
	<u>\$383,694</u>	<u>\$358,126</u>

CONTINGENCY FUND

MARCH 31, 2012	\$101,310.86
TRANSFER TO CONTINGENCY FUND 2012	\$10,001.00
STATUTORY TRANSFER TO CONTINGENCY FUND 2013	\$1,848.00
TOTAL MARCH 31, 2013	\$113,159.86