Pinetree Valley Development

| DATE OF DISCLOSURE STATEMENT: | June 30,2022 |
| :--- | :--- |
| DATE OF ANY PRIOR AMENDMENTS: | N/A |
| DATE OF THIS AMENDMENT: | July 09, 2022 |
| DEVELOPER: | 1345408 B.C. Ltd. (the "Developer") |
| ADDRESS FOR SERVICE: | Box 639, $1309-7^{\text {th }}$ Ave, Invermere, BC VOA 1K0 |
| BUSINESS ADDRESS: | 4091 Johnston Road, Invermere, BC VOA 1K4 |
| REAL ESTATE BROKER: | The Developer intends to use its own employees to market the <br> strata lots. The employees are not licensed under the Real <br> Estate Services Act and are not acting on behalf of the <br> purchaser. |

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## RIGHT OF RESCISSION

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

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to
(a) the developer at the address shown in the disclosure statement received by the purchaser,
(b) the developer at the address shown in the purchaser's purchase agreement,
(c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or
(d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

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

This Disclosure Statement is offered before the issuance of a building permit. Under the BC Financial Services Authority Real Estate Development Marketing Act Policy Statement 5, the Superintendent will permit a developer to begin marketing on complying with the following terms and conditions:

1. The estimated date, as disclosed in the disclosure statement, for the issuance of a building permit, is $\mathbf{1 2}$ months or less from the date the developer filed the disclosure statement with the superintendent;
2. The developer markets the proposed development units under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of the issued building permit is filed with the superintendent during that period. The developer must also either:
i. prior to the expiry of the 12-month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or
ii. upon the expiry of the $\mathbf{1 2}$-month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 12 -month period, all units in the development property being marketed under Policy Statement 5 are sold or the developer has decided not to proceed with the development.
3. Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit, contains the following provisions:
i. The purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
ii. If an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12-month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
iii. The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than $10 \%$ of the purchase price; and
iv. All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

This Disclosure Statement is offered before the Developer has obtained a satisfactory financing commitment. Under the BC Financial Services Authority Real Estate Development Marketing Act Policy Statement 6 , the Superintendent will permit a developer to begin marketing on complying with the following terms and conditions:
a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is $\mathbf{1 2}$ months or less from the date the developer filed the disclosure statement with the superintendent;
b) The developer markets the proposed development units under the disclosure statement for a period of no more than 12 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period. The developer must also either:
i. prior to the expiry of the $\mathbf{1 2}$-month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or
ii. upon the expiry of the 12-month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 12 -month period, all units in the development property being marketed under this Policy Statement are sold or the developer has decided not to proceed with the development.
c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:
i. if an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 -month period until the required amendment is received by the purchaser;
ii. the amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than $10 \%$ of the purchase price; and
iii. all deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;

## List of Exhibits

## Exhibit

A1
B1
C1

D1
E1
G1
J1

## Description

Proposed Strata Phasing Plan
Proposed Phase 1-4 Strata Plans
Architectural Designs for the Proposed Phase 1-4 Strata Lots

Form P - Phased Strata Plan Declaration
Form V - Schedule of Unit Entitlement
Estimated Operating Budget
Purchase Agreement

The Disclosure Statement dated June 30, 2022, is amended as follows:

1. Exhibits: The Exhibits in the June 30, 2022, Disclosure Statement are amended as follows:
a. Exhibit A - Proposed Strata Phasing Plan is deleted in its entirety and replaced with Exhibit A1- Proposed Strata Phasing Plan;
b. Exhibit B - Proposed Phase 1 Strata Plan is deleted in its entirety and replaced with Exhibit B1 - Proposed Phase 1-4 Strata Plans;
c. Exhibit C - Architectural Designs for the Proposed Phase 1 Strata Lots is deleted in its entirety and replaced with Exhibit C1 - Architectural Designs for the Proposed Phase 1 4 Strata Lots;
d. Exhibit D - Form P - Phased Strata Plan Declaration is deleted in its entirety and replaced with Exhibit D1 - Form P - Phased Strata Plan Declaration;
e. Exhibit E-Form V - Schedule of Unit Entitlement is deleted in its entirety and replaced with Exhibit E1 - Form V - Schedule of Unit Entitlement;
f. Exhibit G - Estimated Operating Budget is deleted in its entirety and replaced with Exhibit G1 - Estimated Operating Budget; and
g. Exhibit J - Purchase Agreement is deleted in its entirety and replaced with Exhibit J1 Purchase Agreement.

A summary of the amendments to the exhibits is set out below.
List of Exhibits

| Disclosure Statement June 30, 2022 Exhibits | First Amendment to the Disclosure Statement <br> Updated Exhibits |
| :--- | :--- |
| A - Proposed Strata Phasing Plan | A1 - Proposed Strata Phasing Plan |
| B - Proposed Phase 1 Strata Plan | B1 - Proposed Phase 1-4 Strata Plans |
| C - Architectural Designs for the Proposed Phase 1 <br> Strata Lots | C1 - Architectural Designs for the Proposed Phase <br> $1-4$ Strata Lots |
| D - Form P - Phased Strata Plan Declaration | D1 - Form P - Phased Strata Plan Declaration |
| E - Form V - Schedule of Unit Entitlement | E1 - Form V - Schedule of Unit Entitlement |
| F - Strata Corporation Proposed Bylaws | G1 - Estimated Operating Budget |
| G - Estimated Operating Budget |  |
| H - Covenant in Favour of the District of <br> Invermere | J1 - Purchase Agreement |
| I - Development Permit No.22.01 |  |
| J - Purchase Agreement |  |

2. Section 2.1 - General Description of the Development: Section 2.1 is deleted in its entirety and replaced with the following:

The Development is located in the District of Invermere at the intersection of Pinetree Road and 15th avenue. The parent parcel of the Development is currently described as LOT 1 DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN 8385, EXCEPT PART INCLUDED IN PLAN NEP20703, PID: 013-506-722. The civic address of the Development is 212815 Ave Invermere, V0A 1 K 4.

The Development consists of 8 phases with 4 strata lots in each phase, for a total of 32 strata lots. In each phase, the Developer will construct one building comprised of 4 condos. The Developer has amended the proposed strata phasing plan for all phases of the Development. The amended proposed strata phasing plan is attached as Exhibit A1. Under this First Amendment to the Disclosure Statement, the Developer is offering for sale the strata lots to be constructed in phases 1, 2, 3 and 4. Copies of the proposed strata plans for phases 1, 2, 3, and 4 are attached as Exhibit B1. The architectural designs for the proposed phase 1, 2, 3, and 4 strata lots are attached as Exhibit C1.

The roadways between the strata lots will be common property to be used by the strata lot owners for access and servicing.

The Developer owns the lands adjacent to the strata lots and intends to develop additional bare land strata lots. The Development is part of a community that will be called Pine Tree Valley. Upon completion, the Pine Tree Valley community will have 32 strata lots and 76 bare land strata lots.
3. Section 2.3 - Phasing: Section 2.3 is deleted in its entirety and replaced with the following:

The strata lots will be constructed in phases. The Development includes 32 potential strata lots, which will be constructed in 8 phases with 4 strata lots being developed in each phase. The Developer is currently marketing strata lots in phases $1,2,3$ and 4 . The Developer is entitled not to proceed with subsequent phases. Development Permit No.22.01 was issued by the approving officer for the District of Invermere for all 8 phases of the Development.

The Developer has amended the Form P - Phased Strata Plan Declaration. A copy of the amended Form P - Phased Strata Plan Declaration is attached as Exhibit D1. The Form P has not been signed by the approving officer for the District of Invermere but will be signed in due course.
4. Section 3.1 - Unit Entitlement: Section 3.1 is deleted in its entirety and replaced with the following:

Unit entitlement is a number that is used to determine a strata lot's proportionate share of the common property and common assets, and its contribution to the common expenses and liabilities of the strata corporation. The unit entitlement of each strata lot is the habitable area in square meters, rounded to the nearest whole number.

The Developer has amended the Form V - Schedule of Unit Entitlement that the Developer proposes to file under the Strata Property Act. The amended Form V - Schedule of Unit Entitlement is attached as Exhibit E1.
5. Section 3.3 - Common Property and Facilities: Section 3.3 is deleted in its entirety and replaced with the following:

The roadways, exterior grounds and surfaces, mechanical areas, and garbage facilities in the development as shown on the amended proposed strata phasing plan attached as Exhibit A1 are common property of the development.
6. Section 3.6 - Parking: Section 3.6 is deleted in its entirety and replaced with the following:

Each strata lot will have one uncovered parking stall in the location indicated on the proposed phase 1-4 strata plans attached as Exhibit B1.
7. Section 3.8 - Budget: Section 3.8 is deleted in its entirety and replaced with the following:

The strata corporation will be responsible for paying for the following services:
(a) Maintenance of the roadways, including snow clearing;
(b) Landscaping the common property; and
(c) Repair and maintenance of the structure and exterior of the buildings including exterior stairs, decks, railings, doors, windows, and any other object which is affixed to the exterior of the buildings.

The owner of a strata lot will be responsible for paying the taxes and utilities associated with that strata lot.

The Developer has amended the estimated operating budget and schedule showing how the budget will be allocated amongst the individual strata lot owners. A copy of the estimated operating budget and schedule are attached as Exhibit G1.
8. Section 5.1 - Construction Dates: Section 5.1 is deleted in its entirety and replaced with the following:

The Developer has amended the proposed dates for construction for each phase of the development. A copy of the amended Form P - Phased Strata Plan Declaration is attached as Exhibit D1.

More generally, the estimated date ranges are as follows:
(a) Phase 1: Is estimated to commence construction between September 01, 2022 and December 01, 2022, and is estimated to complete construction between January 31, 2023 and April 30, 2023.
(b) Phase 2: Is estimated to commence construction between November 01, 2022 and February 01, 2023, and is estimated to complete construction between June 01, 2023 and September 01, 2023.
(c) Phase 3: Is estimated to commence construction between December 01, 2022 and March 01, 2023, and is estimated to complete construction between September 01, 2023 and December 01, 2023.
(d) Phase 4: Is estimated to commence construction between January 01, 2023 and April 01, 2023, and is estimated to complete construction between November 01, 2023 and February 01, 2024.
(e) Phase 5: Is estimated to commence construction between September 01, 2023 and December 01, 2023, and is estimated to complete construction between January 31, 2025 and April 30, 2025.
(f) Phase 6: Is estimated to commence construction between September 01, 2023 and December 01, 2023, and is estimated to complete construction between January 31, 2025 and April 30, 2025.
(g) Phase 7: Is estimated to commence construction between September 01, 2023 and December 01, 2023, and is estimated to complete construction between January 31, 2025 and April 30, 2025.
(h) Phase 8: Is estimated to commence construction between September 01, 2023 and December 01, 2023, and is estimated to complete construction between January 31, 2025 and April 30, 2025.
9. Section 7.2 - Purchase Agreement: Section 7.2 is deleted in its entirety and replaced with the following:
(a) Purchase Agreement Attached: The Developer has amended the form of purchase agreement to reflect the proposed phase 1-4 strata plans attached as Exhibit B1. A copy of the amended form of purchase agreement is attached as Exhibit J1 to this Disclosure Statement.
(b) Termination Provisions: The purchase agreement (the "Agreement") provides that the Developer may terminate the Agreement under certain circumstances as follows:
i. under paragraph 6 of the Agreement, the Developer may terminate the Agreement if the Purchaser fails to provide a deposit as required under the Agreement;
ii. under paragraph 15 of Schedule A to the Agreement (the "Schedule"), the Developer may also terminate the Agreement if the Purchaser fails to complete the transaction in accordance with the terms of the agreement.

The Agreement also provides that the Purchaser may terminate the Agreement under certain circumstances as follows:
i. under paragraph 1(c) of the Schedule to the Agreement (the "Schedule"), the Purchaser may elect to terminate the agreement if the Completion Date has not occurred within 2 years of the date of the Agreement
ii. the Purchaser has certain statutory rights of termination which are set out at paragraph 28 of the Schedule, which relate to either the failure of the Developer to obtain a building permit within 12 months after the initial disclosure statement is filed and file an amendment to the disclosure statement accordingly, or in the event that the building permit materially changes the layout, size, or a major common facility of the unit being purchased; and
iii. the Purchaser also has certain statutory rights of termination as set out in paragraph 29 of the Schedule, which relate to the failure of the Developer to obtain a satisfactory financing commitment within 12 months after the initial disclosure statement is filed and file an amendment to the disclosure statement accordingly.
(c) Provisions for Extensions: The Schedule provides in subparagraph 1(e) that the Developer may extend the Completion Date on account of construction delays or at the Developer's discretion in the event that the strata lot is not ready to be occupied. The Purchaser has no ability to refuse any such extension. Pursuant to subparagraph 1(f) of the Schedule, if the

Purchaser wishes to extend for any reason, the Developer shall not be required to consent to such an extension.
(d) Assignment: The Schedule provides in section 17(a) that, without the Developer's prior written consent, any assignment of a purchase agreement is prohibited. Section 17(b) of the Schedule defines an assignment as a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the Purchaser under the purchase agreement to another person or is a subsequent transfer.

Section 17(c) of the Schedule requires that each proposed party to an assignment agreement must provide the Developer with the information and records required under the Real Estate Development Marketing Act.

Section 17(d) of the Schedule states that, before the Developer consents to an assignment of a purchase agreement, the Developer will be required to collect information and records under the Real Estate Development Marketing Act from each proposed party to an assignment agreement, including personal information, respecting the following:
(i) the party's identity;
(ii) the party's contact and business information;
(iii) the terms of the assignment agreement.

Section 17(c) of the Schedule also provides that Information and records collected by the Developer must be reported by the Developer to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.
(e) Interest on Deposits: Per section 5 of the Agreement, no interest will be paid on the deposit to the purchaser.

Purchasers are recommended to carefully review the entirety of Exhibit J1 in addition to what is outlined above.

## [Continued on next page]

## DEEMED RELIANCE:

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

## DECLARATION:

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the Real Estate Development Marketing Act of British Columbia, as of July 09, 2022.

1345408 B.C. Ltd. by its authorized signatory


Christine Scott


Christine Scott


Max Graham

EXHIBIT A1


## EXHIBIT B1
























## EXHIBIT C1

## ASSEMBLY SCHEDULES

## EXTERIOR WALLS

FLOORS


O1- 11" TJI, SOUND INSULATED, 1HR FRR



| FO3- INSULATED BASEMENT SLAB <br> -VINYL PLANK FLOORING <br> -5/8" FLOORING UNDERLAY <br> - VAPOUR BARRIER <br> -REINFORCED CONCRETE SLAB (AS STRUCTURAL) <br> -RIGID INSULATION (HIGH DENSITY, B <br> -COMPACTED GRAVEL (AS PER |
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BO-DORMER/ATTIC INSULATED WALL
-CLADDING AS PER ELEVATIONS
$-3 / 4$ VERTICL WOOD STRAPPING

-VAPOUR BARRIER
-2 LATERS $5 / 8$ GYPSUM WALL BOARD TTPE

## INTERIOR PARTITIONS

> PO1- $2 \times 4$ INTERIOR PARTITIO
> $\begin{aligned} & -1 / 2 \text { GYPSUM NALL BOARD } \\ & -2 \times 4 \text { NOOD SUDS } \\ & -116 " O . C .\end{aligned}$
> -1/2" GYPSUM WALL BOARD

2-2 26 PLUMBING/BEARING PARTIIION

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT
BOARD BEHIND ALL PLMMBING FIXUURES

```
PO3-2\times6 FURRED PLUMBING PARTITIO
lown NOOD STUDS @ 16" O.C.
NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT
BOARD BEHIND ALL PLUMBING FIXTURES
```


## CEILINGS

$\square$ CO1- FINISHED CELING
-DIMENSIONAL LUMBER FRAMINGGURRING
-VAPOUR AARRIER (NHEN EXPOSED TO ATTIC)


## ROOFS

$\square$

## drawing symbols legend

```
I- NSULATED TRUSS ROOF
-ASPHALT SHINGLES
```



``` OPEN NEE TRUSSES (AS PER STRUCTURAL)
BAT FLLED? NSULATION C W HEL STOPS OFFIS AND FASCIA AS PER ELEVVATIONS
RO2- UN-INSULATED CANOPY ROOF
ASPHALT SHINGLES? METAL?
UNDERLAY
ARR BARRIER
```



Berry Architecture + Associates
Red Deer, T4N 4B5


## GENERAL NOTES

10. MAINTAN CONTINUUS FIRE RATED SEPARATON AROUND
11. MANTAIN CONTNUOUS FIRE RATED SEPARATON AROUND
ROOMS: CARRY WALLS TO UNDERSIDE OF STRUCTURE.

PROVIDE CONTINOUS SEALANT AROUND BOTH SIDES OF ALL DOOR AND WNDON FRAMES.
 13. PROVIDE CORNER BEAD FOR ALL EXPOSED GYPSUM WALL BOARD CORNERS
13. PROVDE CORNER BEAD OR ALL EXPO
14. ALL NOOD COMPONENTS DRECTLY ATTACHED TO CEMENTTIOUS MATERIALS AND DRECTLY UNDER EXTERIOR ALUMIN
15. FURR-IN ALL EXPOSED MECHANICAL AND/OR ELECTRICAL COMPONENTS IN FINISHED AREAS, AND AS INDICATED.
16. SEE MECHANCAL AND NLECTRICAL FOR EXACT TYFES AND QUANTTT OF DIFFUSERS, GRILLES, FITTRES, AND
DI. CAULLK AND SEAL AROUND ALL DUCTS AND PIPES PASSING THROUGH FIRE RATED PARTITIONS AND FLOOR ASSEMBLIES 17. CAULL AND SEA AROUD ALL DUCTS AN
WITH APPROVED (ULC) MASTC CAULKING.
18. PROVIDE ACOUSTICAL SEALANT AT JUNCTIONS OF SOUND RATED PARTTIONS
19. WHERE ELECTRICAL OR OTHER OUTLETS OCCUR IN SOUND RATED PARTTO

信










## DOOR ELEVATIONS


berry architecture +associates

SEALS
© THIS IS A COPYRIGHT
DRANING AND SHALL NOT BE CRANING AND SHALL NOT B WITHOUT WRITTEN PERMISS
OF BERRY ARCHITECTURE
REVISIONS \& ISSUES













## DOOR ELEVATIONS

D


## WINDOW ELEVATIONS



## ASSEMBLY SCHEDULES

## EXTERIOR WALLS

|  | EO1- 6 " ICF EXTERIOR NALL |
| :---: | :---: |
|  | -CLADDIR |
| ${ }_{4}$ | --21/2 RIGID INSULATION |
|  | -6" CONCRETE |
|  | -VA |


| EO2- 6" ICF CENTRE WALL (1HR FRR) $^{\prime}$ <br> $-1 / 2$ " GYPSUM WALL BOARD <br> $-21 / 2^{\prime \prime}$ RIGID INSULATION <br> -6" CONCRETE <br> $-21 / 2^{\prime \prime}$ RIGID INSULATION |  |
| :---: | :---: |
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|  |  |
|  |  |

## INTERIOR PARTITIONS


-ACOUSTIC BATT FILLED JOIST CAVITY, TTPE ' $\times$ ' -2 LATERS $5 / 8$ ' GTPSUM WALL BOARD,
FO2- 11 " TJl, 45 min FRR
-VINYL PLANK FLOORING
$-58)^{\circ}$ OSE $T+G$ SUBFLOOR
-117

FO3- INSULATED BASEMENT SLAB
YINYL PLANK FLOORING
$-5 / Z^{\prime}$ FLOORING UNDERLAY
-VAPOUR BAR RER

- 2 NINFORCED CONC
REINORCED CONCRETE SLAB (AS PER STRUCTURAL)
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- COMPACTED GRAVEL (AS PER STRUCTURAL)


RO1- INSULATED TRUSS ROOF
-ASPHALT SHINGLES

- -AND ERLARRIER

AIR BARRIER
PLYNOO SHEATHNG (AS PER STRUCTURAL)
OPEN NEB TRUSSES ASE STR

ROZ- UN-INSULATED CANOPY ROOF
ASPHALT SHINGLES?
UNDERLAY
AR BARRIER
PLYMOOD SHEATHING (AS PER STRUCTURAL)
DMENIMNAL RRAMING (AS PER STRUCTURAL)
PO3- $2 \times 6$ FURRED PLUMBNG PARTITION















DOOR ELEVATIONS


WINDOW ELEVATIONS


| WINDOW SCHEDULE |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Type mark | cour | Description | Height | Niath | comments |
| B |  | 202 | 1220 | ${ }_{1220}$ | 3-0' AFF UNO |


| berry architecture +associates |  |
| :---: | :---: |
| SEALS |  |
|  |  |
| - THIS IS A COPYRIGHT DRANING AND SHALL NOT BE REPRODUCED OR REVISED WITHOUT WRITTEN PERMISSION OF BERRY ARCHITECTURE |  |
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| Checked: IM |  |
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| 21-070 |  |

## EXHIBIT D1

## Strata Property Act <br> FORM P

## Phased Strata Plan Declaration

(Sections 221, 222)

## I, 1345408 B.C. LTD., declare

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

PID: TBD
2 That the plan of development is as follows:
(a) The development will consist of 8 phases - Phases will be developed in the following order: Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, Phase 6, Phase
7 and Phase 8.
(b) Attached hereto as Schedule " $A$ " 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) the approximate location of the common facilities;
(c) a schedule setting out the estimated date for the beginning of construction and completion of construction of each phase;

| PHASE | COMMENCEMENT* | COMPLETION |
| :---: | :--- | :--- |
| 1 | September 1st 2022 | January 31st 2023 |
| 2 | November 1st, 2022 | June 1st 2023 |
| 3 | December 1st, 2022 | September 1st 2023 |
| 4 | January 1st 2023 | November 1st, 2023 |
| 5 | September 1st 2023 $^{\text {sem }}$ ( January 31st 2025 |  |
| 6 | September 1st 2023 | January 31st 2025 |
| 7 | September 1st 2023 | January 31st 2025 |
| 8 | September 1st 2023 | January 31st 2025 |

*the developer may commence any phase of the development earlier than indicated.
(d) a statement of the unit entitlement of each phase and the total unit entitlement of the completed development;

| Phase | Unit <br> Entitlement |
| :---: | :---: |
| 1 | 340 |
| 2 | 476 |
| 3 | 340 |
| 4 | 365 |
| 5 | 476 |
| 6 | 476 |
| 7 | 340 |
| 8 | 476 |
| Total Unit <br> Entitlement: | $\mathbf{3 2 8 9}$ |

(e)
(e) a statement of the maximum number of units and general type of residence or other structure to be built in each phase.

| Phase | Number of Strata <br> Lots | Description of Structure |
| :---: | :---: | :--- |
| 1 | 4 | 4 Plex |
| 2 | 4 | 4 Plex |
| 3 | 4 | 4 Plex |
| 4 | 4 | 4 Plex |
| 5 | 4 | 4 Plex |
| 6 | 4 | 4 Plex |
| 7 | 4 | 4 Plex |
| 8 | 4 | 4 Plex |

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

| Phase Number | Date |
| :---: | :---: |
| Phase 1 | September $1^{\text {st }} 2022$ |
| Phase 2 | November 14t 2022 |
| Phase 3 | December 1st 2022 |
| Phase 4 | January 1 ${ }^{\text {st }} 2023$ |
| Phase 5 | September $1^{\text {st }} 2023$ |
| Phase 6 | September $1^{\text {st }} 2023$ |
| Phase 7 | September 1st 2023 |
| Phase 8 | September 1 ${ }^{\text {st }} 2023$ |

Signed, 1345408 B.C. LTD

Signature of Applicant
Print Name: $\qquad$

Date of approval: , 2022.

Signature of Approving Officer:
RORY HROMADNIK
Name of Municipality:
THE DISTRICT OF INVERMERE

## SCHEDULE A



EXHIBIT E1

Strata Property Regulation

## Form V

## SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)
[am. B.C. Reg. 203/2003, s. 5.]

Re: Preliminary Strata Plan EPS, being Phase 1 of a Phased Strata Plan of PID:

## STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following [check appropriate box], as set out in the following table:
[X] (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the Strata Property Act.

## Certificate of British Columbia Land Surveyor

I, Adam Brash, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: [month, day, year].

Signature

## OR

[ ] (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the Strata Property Act.

OR
[ ] (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the Strata Property Act.

Signature of Superintendent of Real Estate

| Strata Lot No. | Sheet No. | Habitable Area in m ${ }^{2}$ | Unit Entitlement | \%* of Total Unit Entitlement** |
| :---: | :---: | :---: | :---: | :---: |
| 1 | 4 | 84.7 | 85 | 2.6\% |
| 2 | 3 | 84.7 | 85 | 2.6\% |
| 3 | 4 | 84.7 | 85 | 2.6\% |
| 4 | 3 | 84.7 | 85 | 2.6\% |
| 5 | TBD | 169.4 | 169 | $5.1 \%$ |
| 6 | TBD | 84.5 | 85 | 2.6\% |
| 7 | TBD | 137.4 | 137 | 4.2\% |
| 8 | TBD | 84.7 | 85 | 2.6\% |
| 9 | TBD | 84.7 | 85 | 2.6\% |
| 10 | TBD | 84.7 | 85 | 2.6\% |
| 11 | TBD | 84.7 | 85 | 2.6\% |
| 12 | TBD | 84.7 | 85 | 2.6\% |
| 13 | TBD | 55.3 | 55 | 1.7\% |
| 14 | TBD | 55.3 | 55 | 1.7\% |
| 15 | TBD | 169.6 | 170 | 5.2\% |
| 16 | TBD | 84.8 | 85 | 2.6\% |
| 17 | TBD | 169.4 | 169 | $5.1 \%$ |
| 18 | TBD | 84.5 | 85 | 2.6\% |
| 19 | TBD | 137.4 | 137 | 4.2\% |
| 20 | TBD | 84.7 | 85 | 2.6\% |
| 21 | TBD | 169.4 | 169 | 5.1\% |
| 22 | TBD | 84.7 | 85 | 2.6\% |
| 23 | TBD | 137.4 | 137 | 4.2\% |
| 24 | TBD | 84.7 | 85 | 2.6\% |
| 25 | TBD | 84.7 | 85 | 2.6\% |
| 26 | TBD | 84.7 | 85 | 2.6\% |
| 27 | TBD | 84.7 | 85 | 2.6\% |
| 28 | TBD | 84.7 | 85 | 2.6\% |
| 29 | TBD | 169.4 | 169 | $5.1 \%$ |


| 30 | TBD | 84.7 | 85 | 2.6\% |
| :---: | :---: | :---: | :---: | :---: |
| 31 | TBD | 137.4 | 137 | 4.2\% |
| 32 | TBD | 84.7 | 85 | 2.6\% |
| Total number of lots: 32 |  |  | Total unit entitlement: 3289 |  |

* expression of percentage is for informational purposes only and has no legal effect
** not required for a phase of a phased strata plan

Date: $\qquad$

Signature of Owner Developer

Signature of Superintendent of Real Estate
(if submitted under section 264 of the Act)

EXHIBIT G1

| PineTree Meadows |  |
| :---: | :---: |
| Proposed Initial Budget |  |
|  |  |
|  |  |
|  |  |
| General Revenue |  |
|  |  |
| Strata Fees | \$ 67,803.89 |
|  |  |
|  |  |
| Total General Revenue | \$ 67,803.89 |
|  |  |
| General and Admin Expenses |  |
|  |  |
| Strata Management | \$ 11,520.00 |
| Insurance | \$ 24,000.00 |
| Repairs and Maintenance | \$ 2,000.00 |
| Waste Removal | \$ 507.00 |
| Accounting | \$ 2,000.00 |
| Hydro Costs | \$ 1,500.00 |
| Landscaping | \$ 5,000.00 |
| Snow Removal | \$ 7,500.00 |
|  |  |
| Total General and Admin Expenses | \$ 54,027.00 |
|  |  |
| Contingency Reserve Fund Contribution | \$ 13,506.75 |
|  |  |
|  |  |
| Total Expenses | \$ 67,533.75 |
|  |  |
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|  | Schedule A to Exhibit G1 |  |  |
| :--- | :---: | :---: | ---: |
| Strata Lot | Unit Entitlement Annual Strata Fee Monthly Strata Fee |  |  |
| Strata Lot 1 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 2 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 3 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 4 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 5 | $5.1 \%$ | $\$ 3,444.22$ | $\$ 287.02$ |
| Strata Lot 6 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 7 | $4.2 \%$ | $\$ 2,836.42$ | $\$ 236.37$ |
| Strata Lot 8 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 9 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 10 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 11 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 12 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 13 | $1.7 \%$ | $\$ 1,148.07$ | $\$ 95.67$ |
| Strata Lot 14 | $1.7 \%$ | $\$ 1,148.07$ | $\$ 95.67$ |
| Strata Lot 15 | $5.2 \%$ | $\$ 3,511.76$ | $\$ 292.65$ |
| Strata Lot 16 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 17 | $5.1 \%$ | $\$ 3,444.22$ | $\$ 287.02$ |
| Strata Lot 18 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 19 | $4.2 \%$ | $\$ 2,836.42$ | $\$ 236.37$ |
| Strata Lot 20 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 21 | $5.1 \%$ | $\$ 3,444.22$ | $\$ 287.02$ |
| Strata Lot 22 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 23 | $4.2 \%$ | $\$ 2,836.42$ | $\$ 236.37$ |
| Strata Lot 24 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 25 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 26 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 27 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 28 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 29 | $5.1 \%$ | $\$ 3,444.22$ | $\$ 287.02$ |
| Strata Lot 30 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
| Strata Lot 31 | $4.2 \%$ | $\$ 2,836.42$ | $\$ 236.37$ |
| Strata Lot 32 | $2.6 \%$ | $\$ 1,755.88$ | $\$ 146.32$ |
|  |  | $\$ 67,803.89$ |  |

## EXHIBIT J1

# PINETREE MEADOWS <br> OFFER TO PURCHASE AND AGREEMENT OF SALE 

Vendor: 1345408 B.C. LTD.<br>Vendor's Solicitor: Columbia Valley Law Corporation<br>Box 639, $1309-7^{\text {th }}$ Avenue, Invermere, BC V0A 1K0<br>reception@columbialegal.ca

Purchaser:
$\qquad$
Name(s) and Occupation(s)

Mailing Address(es)

Telephone Number(s)

Email Address(es)

Purchaser's Solicitor:

Property: A proposed strata lot within the development known as Pinetree Meadows located at the civic address of $212815^{\text {th }}$ Ave, Invermere, British Columbia (the
"Development") legally described as:

Proposed Strata Lot $\qquad$ District Lot 1092 Kootenay District Plan 8385, except part included in plan NEP20703
(the "Strata Lot")

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

The Purchaser agrees to purchase the Strata Lot from the Vendor and the Vendor agrees to sell the Strata Lot to the Purchaser on the terms and conditions set out below and in Schedules A, B and C attached to this Agreement:

## Purchase Price:

\$ $\qquad$
\$ $\qquad$
\$
\$ $\qquad$
\$ $\qquad$
for the Strata Lot

Goods and Services Tax - Strata Lot

Goods and Services Tax - Appliances

Provincial Sales Tax - Appliances

Total Purchase Price (the "Purchase Price")

Deposit:

1. The Purchaser shall pay a deposit of $\$ 1000$ on submission of an offer to purchase, which shall be fully refundable if the offer to purchase is not executed by the Vendor and delivered to the Purchaser on or before the acceptance date set out therein.
2. On the signing of this contract by the Vendor, the Purchaser shall pay a further deposit in the amount of $10 \%$ of the Purchase Price less the initial $\$ 1,000$ deposit, namely \$ $\qquad$ .
3. The Purchaser shall pay both deposits (collectively, the "Deposit") by way of bank drafts payable to "Columbia Valley Law Corporation in Trust" delivered to the Vendor's Solicitor at the address set out above.
4. The Deposit shall be applied against the Purchase Price.
5. No interest on the Deposit shall be paid or payable to the Purchaser.
6. In the event the Purchaser fails to pay the Deposit as required by this Contract, the Vendor may, at the Vendor's option, terminate this Contract.
7. The Deposit shall be returned to the Purchaser:
a. if a condition-precedent contained in this Agreement is not removed, waived or declared fulfilled; or
b. if the Vendor fails to complete the transaction on the Completion Date in full satisfaction of any claims the Purchaser may have against the Vendor at law or in equity.
8. If the Purchaser fails to complete the transaction in accordance with the terms of this Agreement, the Deposit will be forfeited to the Vendor without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.

## Schedules:

9. Schedules A, B and C attached hereto form part of this Agreement and all terms and conditions of Schedules A, B and C are incorporated into and form part of this Agreement. The Purchaser acknowledges that the Purchaser has read all paragraphs and schedules of this Agreement.
10. On submission of an offer to purchase, the Purchaser shall deliver to the Vendor a duly executed copy of the acknowledgment of disclosure statement receipt attached as Schedule B.

## Acceptance:

11. This offer will be open for acceptance up to 5:00 o'clock p.m. on $\qquad$ 2022 unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance.
12. Upon acceptance by the Vendor by signing a copy of this Agreement, there will be a binding Agreement of Purchase and Sale on the terms and conditions herein set forth.
[Signatures on next page]

DATED at $\qquad$ this __ day of $\qquad$
[location]

Purchaser:

Purchaser:

Witness:

Witness:

This Offer is ACCEPTED by the Vendor this $\qquad$ day of $\qquad$ 20
(the "Acceptance Date").

1345408 B.C. LTD.

Per:
Authorized signatory

Witness:

## SCHEDULE A

## ADDITIONAL TERMS AND CONDITIONS

## 1. Completion Date:

a. The Vendor shall give the Purchaser not less than twenty-one days written notice (the "Notice"), specifying the date that will be the Completion Date (the "Completion Date") and the Notice will be deemed to fix the Completion Date subject to any extensions as provided for in this agreement.
b. The balance of the Purchase Price shall be paid on the Completion Date.
c. If the Completion Date has not occurred within 2 years of the date of this Agreement, then the Purchaser may elect to terminate this Agreement and the Deposit will be refunded to the Purchaser in full satisfaction of any claims the Purchaser may have against the Vendor at law or in equity.
d. The Purchaser is purchasing a Strata Lot to be constructed and construction and other delays may affect the date on which the Strata Lot is completed. The Strata Lot may be occupied when the District of Invermere has given written permission to occupy the Strata Lot ("Permission to Occupy"). Permission to Occupy refers to the Strata Lot only and not to any other strata lot or the common property within the development.
e. If Permission to Occupy has not been received prior to the Completion Date, then the Vendor may delay the Completion Date from time to time as required by the Vendor until Permission to Occupy has been received. The Vendor shall give notice of such delay not less than 5 business days before the Completion Date.
f. If the Purchaser wishes to extend the Completion Date, the Purchaser may apply to the Vendor to do so. The Vendor may arbitrarily withhold its consent to any extension of the Completion Date.
2. Possession: The Purchaser shall have vacant possession of the Strata Lot on the day following the Completion Date at 12:00 noon Mountain Time.
3. Lien Holdback:
a. That portion, if any, of the Purchase Price required by the Builders Lien Act to be held by the Purchaser in respect of potential builders' lien claims (the "Lien Holdback") shall be held by the Purchaser's solicitor or notary in trust.
b. The Purchaser warrants that the Purchaser will direct the Purchaser's solicitor or notary to pay to the Vendor, on the $56^{\text {th }}$ day after permission to occupy the Strata Lot has been issued, the Lien Holdback less any amount representing builders' lien claims registered against title to the Strata Lot.
c. If the Lien Holdback is not released to the Vendor on the $56^{\text {th }}$ day after permission to occupy the Strata Lot has been issued, the Purchaser shall pay the Vendor interest on the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, in the amount of $30 \%$ per annum compounded monthly until the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, has been delivered to the Vendor.
d. The Purchaser or the Purchaser's solicitor or notary public is solely responsible to notify the Vendor's Solicitor in writing of any builders lien claims filed against the Strata Lot by 1:00 p.m. Mountain Time on the $56^{\text {th }}$ day after permission to occupy the Strata Lot has been issued.
e. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitor to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be solely at the expense of the Vendor.
4. Title: On the Completion Date, the Vendor shall:
a. provide title to the Strata Lot to the Purchaser, subject to the exceptions listed in section 23(2) of the Land Title Act, free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except:
i. the existing encumbrances and legal notations set out in section 4.3 of the Disclosure Statement;
ii. the proposed encumbrances set out in section 4.4 of the Disclosure Statement; and
iii. any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them;
(the "Permitted Encumbrances")
and on or before the Completion Date, the Vendor will have taken whatever steps are necessary to obtain or make arrangements for any release or discharge of all liens, mortgages, charges and encumbrances (the "Charges") save and except the Permitted Encumbrances registered against title to the Strata Lot. The Vendor shall bear all costs of providing clear title to the Strata Lot as set out in this paragraph.
b. The Purchaser acknowledges and agrees that the Vendor may be using the purchase monies received from the Purchaser to obtain a partial discharge of the Charges from the Strata Lot. The Purchaser's solicitor or notary public shall pay the balance of the adjusted Purchase Price on the Completion Date to the Vendor's Solicitor in trust on their undertaking to pay sufficient funds to the holders of the Charges to legally oblige such Charge holders to discharge their Charge from title to the Strata Lot.

## 5. Purchaser Financing

a. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:
i. deposited in trust with its solicitor or notary public the cash balance of the Purchase Price not being financed by the mortgage;
ii. fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
iii. made available to the Vendor's Solicitor a lawyer's or notary public's undertaking to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.
6. No Set-off: Except as expressly set forth in this Agreement or as otherwise mutually agreed to in writing by the Purchaser and the Vendor, the Purchaser's obligation to make the payments provided for in this Agreement shall not be affected by any circumstances including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Purchaser may have against the Vendor.
7. Adjustments, Costs, and GST/PST:
a. The Purchaser shall assume and pay where applicable all real property taxes, Federal Goods and Services Tax ("GST") on the value of the Strata Lot, and Property Transfer Tax, rates, local improvement assessments and other charges levied against the Strata Lot, strata fees, if any, and all adjustments both incoming and outgoing of whatsoever nature made as of the Completion Date.
b. The Purchaser shall pay to the Vendor on the Completion Date the amount of the GST due on the value of the Strata Lot and the Vendor shall be responsible for remitting the appropriate amount of tax.
c. The Strata Lot will include the following appliances: range, fridge, dishwasher, washer, and dryer (the "Appliances"). The Purchaser agrees that GST and PST is payable by the Purchaser on the Appliances. The Purchaser shall pay to the Vendor on the Completion Date the amount of the GST and PST due on the value of the Appliances and the Vendor shall be responsible for remitting the appropriate amount of tax.
8. Strata Lot Plans: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as Exhibit B1 to the First Amendment to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser
9. Variation in Square Footage: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by $5 \%$ without compensation to the Purchaser. If the Strata Lot varies by more than $5 \%$ to the disadvantage of the Purchaser, the Vendor agrees to reduce the price of the Strata Lot by a percentage which is equal to the percentage by which the area of the property as shown on the registered strata plan exceeds $5 \%$ less than as shown in Exhibit B1 to the First Amendment to the Disclosure Statement. For greater clarity, there will be no adjustment made in respect of the first $5 \%$ of square footage variance, but only in respect of that portion of the strata lot which varies to the disadvantage of the Purchaser by more than $5 \%$.
10. Municipal Services: The Purchaser acknowledges that the Development, including the Strata Lot, may include service facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development, such as transformers, fire hydrants, vents, ducts, fans and other such facilities and equipment. These service facilities will be located within the Development and the Strata Lot as required by municipal authorities and any other government authorities having jurisdiction. The Purchaser acknowledges the current plans for the Development and the Strata Lot may not indicate the
location of all such service facilities and the Vendor reserves the right to amend all or a portion of the service facilities as is deemed necessary by the Vendor, without compensation to the Purchaser.

## 11. Inspection:

a. The Vendor and the Purchaser, or their designated representatives, may make an inspection of the Strata Lot for deficiencies. The Strata Lot shall be inspected at a reasonable time designated by the Vendor prior to the Completion Date.
b. At the conclusion of such inspection, a list of any defects or deficiencies shall be prepared including the dates by which corrections are to occur (the "Deficiency List"). The Vendor and the Purchaser shall sign the Deficiency List and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the listed deficiencies.
c. The Purchaser hereby acknowledges and agrees that neither the Purchaser nor its representative for inspection, other representatives, agents or assigns shall be allowed access to the Strata Lot except for the purposes of this inspection prior to the Completion Date, except with the express written authorization of the Vendor.
d. If the Purchaser and the Vendor cannot agree on any matter whatsoever relating to a deficiency, the decision of the architect for the Development will be final and binding upon the parties, and no appeal will lie to any court in respect of such alleged deficiency.

## 12. Transaction Documents:

a. The Purchaser shall prepare a Form A Transfer, a Statement of Adjustments without any notes to the Statement of Adjustments, and other documents reasonably required by the Vendor's Solicitor (the "Closing Documents") and deliver them to the Vendor at least five days prior to the Completion Date. No other documents will be accepted by the Vendor.
b. Where property taxes for the Strata Lot are based on an estimated amount, the Vendor and the Purchaser shall make any further adjustments necessary upon receipt of the current tax levy notice.
c. The Purchaser shall bear all costs of preparation and registration of the Closing Documents and delivery of the purchase monies to the Vendor.
13. No Interest in Land: Neither this Agreement nor any interest in the Strata Lot created hereunder shall be registered in the applicable Land Title Office except for the Form A
transfer of the Strata Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.
14. Civic Address: The civic address and strata lot numbers relating to the Strata Lot are subject to change at the discretion of the Vendor without compensation to the Purchaser. If the Strata Lot numbering varies from that set out in Exhibit B1 to the First Amendment to the Disclosure Statement, the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
15. Time of the Essence: Time will be of the essence hereof and unless the balance of the Purchase Price and all applicable taxes and adjustments are paid on or before the Completion Date, the Vendor may at the Vendor's option terminate this Agreement, and in such event the Deposit will be absolutely forfeited to the Vendor, without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.
16. Risk: The Strata Lot will be at the risk of the Vendor until the Completion Date and thereafter at the risk of the Purchaser.

## 17. Assignment:

a. The Purchaser will not directly or indirectly assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the absolute discretion of the Vendor. Without the Vendor's prior written consent, any assignment of this purchase agreement is prohibited.
b. An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
c. Each proposed party to an assignment agreement must provide the developer (Vendor) with the information and records required under the Real Estate Development Marketing Act. Information and records collected by the developer (Vendor) must be reported by the developer (Vendor) to the administrator designated under the Property Transfer Tax Act. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the Real Estate Development Marketing Act, which includes disclosure to the Canada Revenue Agency.
d. Before the developer (Vendor) consents to any assignment of the Purchaser's rights under this Agreement, the developer (Vendor) will be required to collect from the Purchaser as Assignor and from the proposed Assignee, and the Assignor and Assignee will be required to deliver to the developer (Vendor), information and
records pursuant the Real Estate Development Marketing Act, including personal information, respecting:
i. the identity of the Assignor and the Assignee;
ii. the contact and business information of the Assignor and the Assignee; and
iii. the terms of the proposed assignment agreement
(collectively the "Assignment Information").
e. The Vendor will not disclose the Assignment Information to any party without the written consent of the Assignor and the Assignee, except as prescribed by section 20.5 of the Real Estate Development and Markeeting Act, namely:
i. for the purposes of administering or enforcing the Real Estate Development Marketing Act, a taxation Act, the Home Owner Grant Act, or the Land Deferment Act,
ii. in court proceedings related to the Acts referred to in subparagraph (i);
iii. under an agreement that: is between the government and another government, relates to the administration or enforcement of tax enactments, and provides for the disclosure of information and records to and the exchange of similar information and records with that other government;
iv. for the purpose of the compilation of statistical information by the government or the government of Canada; or
v. to the British Columbia Assessment Authority.
f. After the Vendor consents to any assignment of the Purchaser's rights under this Agreement, the Vendor will be required to:
i. collect a copy of the written and fully executed assignment agreement and keep that copy for 6 years following the date on which the strata plan is deposited;
ii. file with the administrator designated by the Property Transfer Tax Act (the "Administrator") all of the Assignment Information; and
iii. file any additional information or records requested by the Administrator in order to verify the Assignment Information; and
the Assignor and Assignee agree that they will provide and deliver any such materials to the Vendor upon its written request.
18. No Resale Prior to Completion: The Purchaser shall not advertise or offer the Strata Lot for sale, nor enter into any agreement for the sale of the Strata Lot prior to the date that is 1 year after the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor.
19. Tender: Tender or payment of monies under this Agreement shall be by bank draft or by solicitor's or notary's trust cheque unless otherwise agreed to in writing by the parties.
20. Notices: Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by registered mail to the Vendor or the Vendor's Solicitor or to the Purchaser or the Purchaser's Solicitor as the case may be, at the above address. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail then on the day of transmission, and if mailed, then on the date recorded as the date of delivery by the postal service.
21. Voting on Certain Resolutions: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting that deal with the following: amendments to the Rental Disclosure Statement and the Form P - Declaration of Phased Strata Plan in respect of the order of the phases, the number of strata lots in each phase, construction schedules, unit entitlement of the strata lots, and the phase boundaries. The Purchaser further agrees, if requested by the Vendor, to deliver to the Vendor in advance of such meeting its written proxy so the Vendor may exercise such votes on the Purchaser's behalf. In the absence of such a proxy, the Vendor may present this Agreement to the meeting as evidence of the Purchaser's proxy in favour of the Vendor and the Vendor 's unfettered discretion to exercise the Purchaser's proxy on these matters.
22. Number and Gender: 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.
23. Binding Effect: This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. All covenants and agreements herein will survive the Completion Date and not merge.

## 24. Entire Agreement:

a. This Agreement is the entire agreement between the parties with respect to the purchase and sale of the Strata Lot and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person
including, without limitation, anything arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-forms provided to the Purchaser other than those contained in this Agreement or in the Disclosure Statement and any amendments to the Disclosure Statement.
b. This Agreement may not be altered or amended except by an amendment in writing signed by both parties. The Purchaser hereby waives the right of the Purchaser to pursue any action in negligent misrepresentation or collateral contract against the Vendor arising from any marketing activity of the Vendor as set out above.
25. Major Delays: If the Purchaser or Vendor are unable to perform any of their obligations under this contract by reason of major events outside the parties' control, including but not limited to, strikes, riots, equipment failure, natural disaster, war, pandemic, government shutdown, civil unrest, et cetera, then the parties shall be relieved from their obligations during the delay and the parties shall complete their obligations within a reasonable period after the delay.
26. Governing Law: It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof will be governed and construed in accordance with the laws of the Province of British Columbia.
27. Waiver: A waiver by either party of the strict performance by the other of any provision of this agreement will not constitute waiver of any subsequent breach of such provision or any other provision of this agreement.

## 28. Building Permit

a. the Purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
b. if an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the Purchaser within 12 months after the initial disclosure statement was filed, the Purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 -month period until the required amendment is received by the Purchaser, at which time the Purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse,
or the general layout of the development, is materially changed by the issuance of the building permit;
c. the amount of the deposit to be paid by a Purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than ten $(10 \%)$ percent of the purchase price; and
d. all deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.

## 29. Satisfactory Financing

a. if an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the Purchaser within 12 months after the initial disclosure statement was filed, the Purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 -month period until the required amendment is received by the Purchaser;
b. the amount of the deposit to be paid by a Purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than $10 \%$ of the purchase price; and
c. all deposits paid by a Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon notice of cancellation from the Purchaser.
30. Ongoing Development: The Purchaser acknowledges that the Property is part of an ongoing phased development and that further units will be constructed adjacent to the Property, with attendant construction noise, dust, dirt tracks on roadways, and coming and going of vehicular traffic association with the development. The Purchaser hereby waives all claims it may have now or in the future against the Vendor, and its successors and assigns relating to the ongoing development and the inconveniences attendant on it.
31. Legal Advice: The parties acknowledge that Columbia Valley Law Corporation prepared this contract and represents the Vendor only. The Purchaser is recommended to obtain independent legal advice on this contract.
32. Construction of Agreement: This Agreement shall be construed as though the parties participated equally in drafting it. Any rule of construction that a document be construed against the drafting party, including the contra proferentem doctrine, shall not apply to the construction of this Agreement.
33. Execution: This Agreement may be executed and delivered in counterpart and by electronic means.

## Schedule B

## Acknowledgment of Disclosure Statement Receipt

1. I consent to receive a copy of the disclosure statement for the Development and all amendments to it that have been filed (the "Disclosure Statement") by electronic means.
2. I acknowledge receipt of a copy of the Disclosure Statement, and agree that I have been given a reasonable opportunity to read the Disclosure Statement.
3. The Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 of the Disclosure Statement for information on the purchase agreement. That information has been drawn to the attention of [insert purchaser's name], who has confirmed that fact by initialing in the space provided here: $\qquad$ [space for purchaser's initials].

Dated: $\qquad$

Print name:

## Schedule C

## Addendum

This is an addendum to the offer to purchase and agreement of sale dated: between 1345408 B.C. LTD. (the "Vendor") and (the "Purchaser") for the Proposed Strata Lot $\qquad$ District Lot 1092 Kootenay District Plan 8385, except part included in plan NEP20703 (the "Strata Lot").

The Purchaser and Vendor hereby further agree as follows:


[^0]:    "This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the Real Estate Development Marketing Act. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation."
    "This Disclosure Statement relates to a development property that is not yet completed. Please refer to section $\mathbf{7 . 2}$ for information on the purchase agreement. That information has been drawn to the attention of $\qquad$ [insert purchaser's name], who has confirmed that fact by initialing in the space provided here: $\qquad$ [space for purchaser's initials]."

