1345408 B.C. LTD.

FOURTH AMENDMENT TO DISCLOSURE STATEMENT

Pinetree Valley Development - Pinetree Meadows

DATE OF DISCLOSURE STATEMENT: June 30, 2022

DATE OF ANY PRIOR AMENDMENTS: July 09, 2022, June 30, 2023, and October 25, 2023

DATE OF THIS AMENDMENT: March

March 15, 2024

DEVELOPER:

1345408 B.C. Ltd. (the "Developer")

ADDRESS FOR SERVICE:

Box 639, 1309 – 7th Ave, Invermere, BC V0A 1K0

BUSINESS ADDRESS:

4091 Johnston Road, Invermere, BC VOA 1K4

REAL ESTATE BROKER:

The Developer intends to use its own employees to market the strata lots. The employees are not licensed under the *Real Estate Services Act* and are not acting on behalf of the

purchaser.

"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 pro | pperty that is not yet completed. Please |
|--|--|
| refer to section 7.2 for information on the purchase agree | ement. That information has been drawn |
| to the attention of | _[insert purchaser's name], who has |
| confirmed that fact by initialing in the space provided he initials]." | ere:[space for purchaser's |

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.

RIGHT OF RESCISSION EARLY MARKETING – DEVELOPMENT APPROVAL POLICY STATEMENT 5

PHASE 5 AND PHASE 6 ONLY

- (a) the estimated date, as disclosed in the disclosure statement, for the issuance of a building permit, is 12 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 the issued building permit is filed with the superintendent during that period. The developer must also either:

- 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 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 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.

OVERVIEW OF THIS AMENDMENT

The following disclosure statements have been filed by the Developer in respect of the project known as "Pinetree Valley Development – Pinetree Meadows" (the "Development"):

- Disclosure Statement dated June 30, 2022 (the "Original Disclosure Statement");
- First Amendment to Disclosure Statement dated July 09, 2022 (the "First Amendment");
- Second Amendment to Disclosure Statement dated June 30, 2023 (the "Second Amendment");
 and
- Third Amendment to Disclosure Statement dated October 25, 2023 (the "Third Amendment").

This Fourth Amendment to Disclosure Statement, dated March 15, 2024 (the "Fourth Amendment") amends the Original Disclosure Statement, the First Amendment, the Second Amendment, and the Third Amendment (collectively, the "Disclosure Statement") as follows:

Overview of Exhibits: All references to Exhibits attached to the Disclosure Statement are amended as set out in this Fourth Amendment, such that, wherever an amended Exhibit is shown to be attached to a more recent amendment to disclosure statement, the previous version of the same Exhibit is deleted from the Disclosure Statement in its entirety and replaced with the most recent amended version of the Exhibit.

A summary of the amendments to the Exhibits is set out in the below schedule.

LISTS OF AMENDED EXHIBITS ATTACHED TO THIS FOURTH AMENDMENT

| Original Disclosure Statement Exhibits | First Amendment Exhibits | Second Amendment Exhibits | Third Amendment Exhibits | Fourth Amendment Exhibits |
|---|--|--|--|--|
| A – Proposed Strata Phasing Plan | A1 – Proposed Strata Phasing Plan | A2 – Proposed Strata Phasing Plan | | |
| B – Proposed Phase 1 Strata Plan | B1 – Proposed Phase 1 – 4 Strata Plans | B2 – Proposed Phase 1 – 4 Strata Plans | B3 – Strata Plan EPS8541* Phase 1 and Proposed Phases 1-8 Strata Plans | B4 – Strata Plan EPS8541 Phase 1 and Phase 2; and Proposed Phases 1-8 Strata Plans |
| C – Architectural Designs for the Proposed Phase 1 Strata Lots | C1 — Architectural Designs for the Proposed Phase 1 — 4 Strata Lots | C2 – Architectural Designs for the Proposed Phase 1 – 4 Strata Lots | C3 – Architectural Designs for the Proposed Phase 1 – 4 Strata Lots | C4 – Architectural Designs for Phases 1 – 2; and Architectural Designs for Proposed Phases 3-6 |

| D – Form P – Draft Phased Strata Plan Declaration | D1 – Form P – Draft Phased Strata Plan Declaration | D2 – Form P – Draft Phased Strata Plan Declaration | D3 – Filed Form P – Phased Strata Plan Declaration | |
|--|--|---|---|--|
| E – Form V – Schedule of Unit Entitlement | E1 – Form V – Schedule of Unit Entitlement | E2 – Form V – Schedule of Unit Entitlement | E3 – Filed Form V – Schedule of Unit Entitlement Phase 1 and draft Form V – Schedule of Unit Entitlement Phases 1-8 | E4 – Filed Form V – Schedule of Unit Entitlement Phase 1 and 2; and draft Form V – Schedule of Unit Entitlement Phases 1-8 |
| F – Strata Corporation Proposed Bylaws | | | F1 – Filed Strata Corporation Bylaws | |
| G – Estimated Operating Budget | G1 – Estimated Operating Budget | G2 – Estimated Operating Budget | G3 – Estimated Operating Budget | G4 – Estimated Operating Budget and estimated Monthly Strata Fee Assessment |
| H – Covenant in Favour of the District of Invermere | | | | |
| I - Development Permit No.22.01 | | | | |
| J – Purchase Agreement | J1 – Purchase Agreement | J2 – Purchase Agreement | J3 – Purchase Agreement for Pre-Title and Post- Title strata lots | J4 – Purchase Agreement for Pre-Title and Post- Title strata lots |
| | | K – Encumbrances | K1 – Encumbrances | |
| | | L – Phases 1-4 Building Permits | | |
| | | | M - Storm Drainage Plan | |

| Contract |
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^{*}In the Third Amendment, EPS8541 was mislabelled in the "List of Amended Exhibits Attached to this Third Amendment". However, the correct Strata Plan EPS8541 Phase 1 and Proposed Phases 1-8 Strata Plans strata plan for EPS8541 was attached as Exhibit B3 to the Third Amendment.

1. Section 1.2: Section 1.2 is deleted in its entirety and replaced with the following:

The Developer was incorporated specifically for the purpose of developing the strata lots and has assets other than the development property itself.

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. The parent parcel of the Development is described as Lot A District Lot 1092 Kootenay District Plan EPP120443, PID: 032-005-121 (the "Parent Parcel"). The civic address of the Development is 2128 15th Ave., Invermere, B.C. VOA 1K4. Upon completion, the Development will consist 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 registered Phase 1 of the strata plan on October 06, 2023, creating Strata Lots 1 to 4 and Strata Corporation EPS8541. The Developer registered Phase 2 of the strata plan on February 12, 2024, creating Strata Lots 5 to 8. A copy of the registered Phase 1 and Phase 2 strata plan under Strata Plan EPS8541 is attached as part of **Exhibit B4.**

The Developer proposes to construct Phases 3 to 8 of the Development, being Strata Lots 9 to 32. A draft proposed strata plan for Phases 1 to 8 is attached as part of **Exhibit B4**. The draft strata plan and dimensions shown are approximates only and there may be minor changes or alterations made during the construction of the Development. The architectural designs for the Phase 1 and Phase 2 strata lots and the proposed architectural designs for the Phases 3, 4, 5, and 6 strata lots are attached as **Exhibit C4** to the Disclosure Statement.

Under this Disclosure Statement, the Developer is offering for sale the strata lots in Phases 1, 2, 3, 4, 5, and 6.

As of the date of this Disclosure Statement, the Developer has completed the construction of Phase 1 of the Development. The Developer has commenced construction of Phases 2, 3, and 4 of the Development.

The Developer owns the lands adjacent to the Development and intends to develop an additional 68 strata lots as affordable housing. The Development is to be part of a community

that will be called Pine Tree Valley. Upon completion, the Pine Tree Valley community will have 32 strata lots and 68 affordable housing strata lots.

The Development is accessible from the public road, Pinetree Road, and will also be accessible by way of a reciprocal access easements over the lands adjacent to the Development. The roadways between the strata lots in the Development will be strata common property to be used by the strata lot owners for access and servicing. The Developer will complete the construction of the access roads throughout the course of the Development.

3. **Section 2.3 – Phasing:** Paragraph 3 of section 2.3 is deleted in its entirety and replaced with the following:

Under this Disclosure Statement, the Developer is currently marketing strata lots in Phases 1, 2, 3, 4, 5, and 6.

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.

A copy of the Form V – Schedule of Unit Entitlement for Strata Lots 1 to 4 filed at the Land Title Office under CB936756, and a copy of the Form V – Schedule of Unit Entitlement for Strata Lots 5 to 8 filed at the Land Title Office under CB1159388, is attached to this Disclosure Statement as part of **Exhibit E4**. A draft of the proposed Form V – Schedule for Unit Entitlement for all strata lots in the Development is attached as part of **Exhibit E4**.

The Developer draws attention to the fact that under the filed Form V – Schedule for Unit Entitlement, the unit entitlement for Strata Lots 1, 3, 5, and 7 has been modified from the draft Form V - Schedule for Unit Entitlement found in former Exhibits E2 and E3.

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 Strata Plan EPS8541 Phase 1 and Phase 2 and Proposed Phases 1 to 8 Strata Plans attached as **Exhibit B4** are common property of the Development.

The Developer has constructed a storm water drainage system on the Parent Parcel. It is intended that a storm water drainage system as shown on the Storm Drainage Plan attached as **Exhibit M** will be part of the common property of the Development. The strata corporation and strata lot owners will be responsible for the maintenance and repair of the storm water drainage system pursuant to the section 219 Covenant registered in the Land Title office under CB924745.

6. **Section 3.4 – Limited Common Property:** Section 3.4 is deleted in its entirety and replaced with the following:

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 will be paid by that owner.

Each strata lot will have:

- o one uncovered parking stall designated as limited common property for the sole use of the strata lot owner; and
- o a patio and shed attached to the strata lot as limited common property for the sole use of the strata lot owner.

Strata Lots 5 to 8 also have a balcony attached to the strata lot as limited common property for the sole use of the strata lot owner.

The limited common property areas for Phase 1 and Phase 2 are set out as limited common property in Strata Plan EPS8541 Phase 1 and Phase 2 as part of **Exhibit B4**.

The proposed limited common property areas for Phases 3 to 8 are set out in the Proposed Phases 1 to 8 Strata Plans as part of **Exhibit B4**.

The Developer may add a balcony to the strata lots in Phases 3 to 8. If the Developer decides to add balconies to the strata lots in Phases 3 to 8, then each balcony will be designated as limited common property for the sole use of that strata lot owner.

7. Section 3.6 - Parking: Section 3.6 is deleted in its entirety and replaced with the following:

Phase 1 and Phase 2 – each strata lot will have one uncovered parking stall in the location indicated on Strata Plan EPS8541 Phase 1 and Phase 2 attached as part of **Exhibit B4.**

Phases 3 to 8 – each strata lot will have one uncovered parking stall in the location indicated on the Proposed Phases 1 to 8 Strata Plans attached as part of **Exhibit B4**.

8. **Section 3.8 – Budget:** Paragraph 3 of section 3.8 is deleted in its entirety and replaced with the following:

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 G4**.

9. **Section 3.10 – Strata Management Contracts:** Section 3.10 is deleted in its entirety and replaced with the following:

The Developer entered into a Strata Management Contract with East Kootenay Realty Ltd. on May 31, 2022. On January 02, 2024, East Kootenay Realty Ltd. assigned the Strata Management Contract to Royal LePage Rockies West Realty.

Royal LePage Rockies West Realty will assist in the management of the affairs of the strata corporation and perform services such as receiving strata fees, assisting the strata council with budgeting, and enforcing the strata bylaws. A copy of the Strata Management Contract and the Assignment of the Strata Management Contract is attached as **Exhibit N**.

10. **Section 4.1 – Legal Description**: Section 4.1 is deleted in its entirety and replaced with the following:

The Developer registered Phase 1 of the strata plan, and created 4 new strata lots from the parcel of lands having the following legal description:

PID: 032-005-121

Legal: Lot A District Lot 1092 Kootenay District Plan EPP120443

Following the registration of the Phase 1 strata plan, Strata Lots 1 to 4 were created with the following legal description:

PID: [...]

Legal: Strata Lot [1-4] District Lot 1092 Kootenay District Strata Plan EPS8541 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V

Following the registration of the phase 2 strata plan, the remainder of the lands over which Phases 2 to 8 were to be registered had the following legal description:

PID: 032-005-121

Legal: Lot A District Lot 1092 Kootenay District Plan EPP120443 except Phase 1 Strata Plan EPS8541

The Developer registered Phase 2 of the strata plan, and created 4 new strata with the following legal description:

PID: [...]

Legal: Strata Lot [5-8] District Lot 1092 Kootenay District Strata Plan EPS8541 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V

Following the registration of the Phase 2 strata plan, the remainder of the lands over which Phases 3 to 8 will be registered has the following legal description:

PID: 032-005-121

Legal: Lot A District Lot 1092 Kootenay District Plan EPP120443 except Phase 1-2 Strata Plan EPS8541

(the "Remainder Lot")

11. Section 4.2 - Ownership: Section 4.2 is deleted in its entirety and replaced with the following:

The registered owner of the development property is 1345408 B.C. Ltd., Inc. No. 1345408.

12. **Section 4.3 – Existing Encumbrances and Legal Notations:** Section 4.3 is deleted in its entirety and replaced with the following:

As of the date of the Fourth Amendment, titles to:

- Strata Lot 2;
- Strata Lot 6;
- the Strata Common Property; and
- the Remainder Lot;

show the following Charges, Liens and Interests, that are all "Permitted Encumbrances" for the purposes of the contract of purchase and sale attached as **Exhibit J4**.

Please note that Strata Lot 2 and Strata Lot 6 are representatives of the strata lots in each of Phase 1 and Phase 2 respectively.

Strata Lots for Phases 3 to 8 will be created from the Remainder Lot. Strata Lot titles for Phases 3 to 8 can expect to have the Charges, Liens and Interests marked below with an "X" against title to the Remainder Lot as Permitted Encumbrances.

The descriptions of the Charges, Liens, and Interests below are summaries only. Purchasers are recommended to obtain a title search and review title and satisfy themselves as to the charges registered against the strata lot.

An "X" beside each legal notation or charge denotes whether that legal notation or charge is registered against title for the Strata Common Property, Strata Lot 2, Strata Lot 6, or the Remainder Lot.

| Legal Notation | Strata Common Property | Strata Lot 2 | Strata Lot 6 | Remainder Lot |
|---|------------------------------|-----------------|-----------------|------------------|
| Easement CB924742 | Х | Х | Х | Х |
| Phased Strata Plan Declaration (Form P) CB936755 | Х | Х | Х | Х |
| Easement CB979726 | | | Х | Х |

| Charges, Liens, and Interests | Strata Common Property | Strata Lot 2 | Strata Lot 6 | Remainder Lot |
|---------------------------------|------------------------------|-----------------|-----------------|------------------|
| Covenant CA1641649 | Х | Х | Х | Х |
| Statutory Right of Way CB155429 | х | Х | Х | Х |
| Statutory Right of Way CB155430 | Х | Х | Х | Х |
| Easement CB924743 | Х | Х | Х | X |
| Covenant CB924745 | Х | X | Х | х |
| Easement CB979726 | Х | | | |

Legal Notations:

- (a) Easement CB924742: This reciprocal access easement, registered on September 29, 2023, grants the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times for the owners of the strata lots in Phase 1 and Phase 2, the Strata Common Property, and the Remainder Lot to enter upon, go across, pass over and repass over, within, upon and along the access road and walkways on Lot B District Lot 1092 Kootenay District Plan EPP120443. The owners of the strata lots in Phase 1 and Phase 2, the Strata Common Property, and the Remainder Lot owner may, at their own expense, conduct reasonable repairs and maintenance of the access road and walkways on Lot B District Lot 1092 Kootenay District Plan EPP120443.
- (b) Phased Strata Plan Declaration (Form P) CB936755: Filed October 06, 2023.
- (c) Easement CB979726: This reciprocal access easement, registered on October 23, 2023, grants to the owner of the Remainder Lot and the owners of the strata lots in Phase 2, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times to enter upon, go across, pass over and repass over, within,

upon and along the access road and walkways on the Strata Common Property to access any part of the Remainder Lot through the Strata Common Property. The rights of passage are restricted to the access road and walkways on the Strata Common Property. The owner of the Remainder Lot may, at its own expense, conduct reasonable repairs and maintenance of the roads and walkways on the Strata Common Property.

Charges, Liens and Interests:

- (a) Covenant CA1641649: This Covenant, registered on July 05, 2010, is in favour of the District of Invermere and establishes that no building shall be constructed on the Lands with a height exceeding 7.5 metres.
- (b) Statutory Right of Way CB155429: This Statutory Right of Way, registered on August 16, 2022, is in favour of British Columbia Hydro and Power Authority and establishes a right of way that enables British Columbia Hydro and Power Authority to construct, operate, and maintain the infrastructure required for the distribution of electricity.
- (c) Statutory Right of Way CB155430: This Statutory Right of Way, registered on August 16, 2022, is in favour of Telus Communications Inc. and establishes a right of way that enables Telus Communications Inc. to construct, operate, and maintain the infrastructure required for telecommunications and data transmission.
- (d) Easement CB924743: This reciprocal access easement, registered on September 29, 2023, grants the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times for the owner of Lot B District Lot 1092 Kootenay District Plan EPP120443 to enter upon, go across, pass over and repass over, within, upon and along the access road and walkways on the strata lots in Phase 1 and Phase 2, the Strata Common Property, and the Remainder Lot. The owner of Lot B District Lot 1092 Kootenay District Plan EPP120443 may, at its own expense, conduct reasonable repairs and maintenance of the access road and walkways on the strata lots in Phase 1 and Phase 2, the Strata Common Property, and the Remainder Lot.
- (e) Covenant CB924745: This section 219 Covenant, registered on September 29, 2023, is in favour of the District of Invermere and requires that the owners of the strata lots in Phase 1 and Phase 2, the Strata Common Property, and the Reminder Lot to build and maintain a storm water drainage system on Lot A District Lot 1092 Kootenay District Plan EPP120443 (the Parent Parcel), to carry out any reconstruction and repair of the storm water drainage system, and to carry out all inspections, maintenance, repairs, renewals, and replacement of the storm water drainage system in a good and workmanlike manner.
- (f) Easement CB979726: This reciprocal access easement, registered on October 23, 2023, grants to the owner of the Remainder Lot and the owners of the strata lots in Phase 2, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times to enter upon, go across, pass over and repass over, within, upon and along the access road and walkways on the Strata Common Property to access any part of the Remainder Lot through the Strata Common Property. The rights of

passage are restricted to the access road and walkways on the Strata Common Property. The owner of the Remainder Lot may, at its own expense, conduct reasonable repairs and maintenance of the roads and walkways on the Strata Common Property.

Copies of the encumbrances registered at the Land Title Office are attached to as Exhibit K1.

13. **Section 4.4 – Proposed Encumbrances:** Section 4.4 is deleted in its entirety and replaced with the following:

The Developer may register further easements, covenants or rights of way as are necessary to meet the requirements of local government authorities or utility service providers. Any such encumbrance (in addition to the encumbrances described above in section 4.3) shall be a Permitted Encumbrance for the purposes of the contract of purchase and sale attached as **Exhibit J4** and purchasers shall take title to the strata lot subject to such encumbrance.

14. **Section 5.1 – Construction Dates:** Section 5.1 is deleted in its entirety and replaced with the following:

For the purposes of this section:

"commencement of construction" means the date of commencement of excavation in respect of construction of an improvement that will become part of a development unit within the development property, and where there is no excavation it means the date of commencement of construction of an improvement that will become part of a development unit within the development property;

"completion of construction" means the first date that a development unit within the development property may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis; and

"estimated date range" means a date range, not exceeding three months, for the commencement of construction or the completion of construction.

The Developer intends to construct Phases 1 to 8 in the following order: Phase 1, Phase 2, Phase 4, Phase 3, Phase 5, Phase 6, Phase 7, and Phase 8.

More generally, the estimated date ranges are as follows:

- (a) Phase 1: the Developer has completed construction.
- (b) Phase 2: the Developer has commenced construction, and the estimated date range to complete construction is between April 01, 2024, and June 30, 2024.
- (c) Phase 4: the Developer has commenced construction, and the estimated date range to complete construction is between November 30, 2024, and February 29, 2025.

- (d) Phase 3: the Developer has commenced construction, and the estimated date range to complete construction is between April 01, 2025, and July 01, 2025.
- (e) Phase 5: the estimated date range to commence construction is between October 31, 2024, and January 31, 2025, and the estimated date range to complete construction is between October 31, 2025, and January 31, 2026.
- (f) Phase 6: the estimated date range to commence construction is between October 31, 2024, and January 31, 2025, and the estimated date range to complete construction is between October 31, 2025, and January 31, 2026.
- (g) Phase 7: the estimated date range to commence construction is between April 30, 2025, and July 31, 2025, and the estimated date range to complete construction is between April 30, 2026, and July 31, 2026.
- (h) Phase 8: the estimated date range to commence construction is between April 30, 2025, and July 31, 2025, and the estimated date range to complete construction is between April 30, 2026, and July 31, 2026.
- 15. Section 5.2 Warranties: Section 5.2 is deleted in its entirety and is replaced with the following:

The Development will be registered under the *Home Owner Protection Act* New Home Warranty Program. Home warranty insurance will be provided by a third-party insurer which will meet the 2-5-10 insurance requirements for new construction. Essentially, insurance will include the following:

- (a) warranty against material or labour (with some limitations) 2 years;
- (b) warranty against defects to the building envelope (foundation, exterior walls, rood, windows, and doors) 5 years; and
- (c) warranty against structural defects 10 years.

Further information concerning new home warranty insurance may be obtained from the Homeowner Protection Office, whose website is www.bchousing.org/licensing-consumer-services/new-homes/home-warranty-insurance-new-homes. The Developer will provide a copy of the warranty insurance policy to the strata corporation at the time of the first annual general meeting.

Any manufacturers' warranties for appliances or equipment will be passed on to strata lot owners or the Strata Corporation, as the case may be, by the Developer, if and to the extent permitted by such warranties.

16. **Section 6.1 - Development Approval**: Section 6.1 is deleted in its entirety and is replaced with the following:

Development Permit No.22.01 approving the development in principle for Phases 1 to 8 was issued by the District of Invermere on June 17, 2022, a copy of which is attached as **Exhibit I**.

The Approving Officer approved the Form P – Phased Strata Plan Declaration on September 28, 2023, which was filed at the Land Title Office on October 06, 2023, under CB936755.

The Developer has obtained building permits issued by the District of Invermere for Phases 1 to 4. The building permits for Phase 1, Phase 2, Phase 3, and Phase 4 are attached as **Exhibit L**.

The Developer anticipates being issued the building permits for Phase 5 and Phase 6 of the Development within 12 months of the Fourth Amendment. The Developer will file an amendment to the Disclosure Statement exhibiting the Phase 5 and Phase 6 building permits once available and will deliver a copy of such amendment to each purchaser who is entitled to receive such amendment.

Purchasers are notified that the Fourth Amendment is filed under the BC Financial Services Authority *Real Estate Development Marketing Act* Policy Statement 5. Policy Statement 5 is set out in bold on page 2 and 3 of the Fourth Amendment. Policy Statement 5 gives purchasers of a Strata Lot in Phase 5 and Phase 6 of the Development certain rescission rights in circumstances where the Phase 5 and Phase 6 building permits are not issued to the Developer. Purchasers are recommended to carefully read page 2 and 3 of the Fourth Amendment.

17. **Section 6.2 - Construction Financing**: Section 6.2 is deleted in its entirety and is replaced with the following:

The Developer has its own sufficient funds to finance the construction and completion of Phases 1 to 6, including the installation of all utilities and other services associated with such Phases 1 to 6.

18. **Section 7.2 – Purchase Agreement:** Section 7.2 is deleted in its entirety and replaced with the following:

The Developer will use the forms of purchase agreement substantially in the form attached to this Disclosure Statement as **Exhibit J4** (the "Agreement"), subject to any changes agreed to between the Developer and the purchaser.

Exhibit J4 contains the form of purchase agreement to be used for Phases 1 and Phase 2 Post-Title Sales, and Phases 3 to 6 Pre-Title Sales.

Unless otherwise noted, capitalized terms used in this section 7.2 and not otherwise defined, have the same meaning given to such terms as in the Agreement.

Pre-Title Purchase Agreements

7.2.1 Termination Provisions:

The Agreement provides that the Developer may terminate the Agreement under certain circumstances:

- Paragraph 9 of the Agreement provides that the Developer may terminate the Agreement if the purchaser fails to provide the Deposit as required under the Agreement; and
- ii. Paragraph 15 of Schedule A to the Agreement (the "Schedule"), provides that the Developer may terminate the Agreement if the purchaser fails to complete the transaction in accordance with the terms of the Agreement.

The Agreement provides that the Purchaser may terminate the Agreement under paragraph 1(c) of the Schedule. Under paragraph 1(c) the Purchaser may elect to terminate the Agreement if the Completion Date has not occurred within 2 years of the date of the Agreement.

Paragraph 29 of Schedule A provides:

<u>29. Rescission Rights if Building Permit not Yet Issued</u>: If the Purchaser has received a Disclosure Statement for a strata lot that states that a building permit for the strata lot has not yet been issued, then the Purchaser and Vendor agree that:

- 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 10% 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.

7.2.2 Extension Provisions:

The Schedule provides in subparagraph 1(d) that the Completion Date may be delayed if the strata lot is not yet complete. Paragraph 1(e) allows the Developer to 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, then the Developer may arbitrarily withhold its consent to such an extension.

The Schedule provides in paragraph 26 that if the parties are unable to perform any of their obligations under the Agreement by reason of major events outside of the parties' control, then the parties are relieved from their obligations during the delay and the parties shall complete their obligations within a reasonable period of time after the delay.

7.2.3 Assignment Provisions:

As of January 1, 2019, developers are required under the *Real Estate Development Marketing Act* to include in the Disclosure Statement a statutorily prescribed notice to purchasers and a set of contractual terms when the developer permits a purchaser to assign a purchase agreement. Section 7.2.3 of the Disclosure Statement, and the provision from the purchase agreement set out below regarding "Assignment", shall serve as this notice to the purchaser and also provide the terms in the purchase contract for dealing with assignments.

17. Assignment:

- a. The Purchaser shall 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.
- b. Without the Vendor's prior consent, any assignment of this purchase agreement is prohibited.
- c. 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.
- d. Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.
- e. 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.
- f. 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.

- g. 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 Marketing Act*, namely:
 - 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.
- h. After the Vendor consents to any assignment of the Purchaser's rights under this Agreement, the Vendor will be required to:
 - 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.

7.2.3 Deposit Interest Provisions

Pursuant to paragraph 8 of the Agreement, no interest on the deposit will be paid or is payable to the purchaser.

7.2.4 Other Provisions of the Agreement

Purchasers are referred to the following provisions in paragraphs 8, 9, 14, 18, 21, 25, and 30 of Schedule A:

- 8. <u>Strata Lot Plans</u>: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as **Exhibit B4** to the Disclosure Statement, and the proposed architectural designs attached as **Exhibit C4** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans and architectural designs, 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. <u>Variation in Square Footage</u>: 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, then 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 Strata Lot as shown on the registered strata plan exceeds 5% less than as shown in **Exhibit B4** 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%.
- 14. <u>Civic Address</u>: 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 B4** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
- 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.
- 21. <u>Voting on Certain Resolutions</u>: 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 including, but not limited to, those that deal with amendments to 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.

25. Privacy Consent:

(a) 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:

- i. to complete the transaction contemplated by this Agreement;
- ii. to engage in business transactions included in securing financing for the construction of the development;
- iii. to provide ongoing products and services to the Purchasers;
- iv. to market, sell, provide and inform the Purchasers of the Vendor's products and services, including information about future projects;
- v. as required by law; and
- vi. for additional purposes identified when or before the information is collected.
- (b) The Purchaser consents to the collection, use, and disclosure of the information to agents, contractors, and service providers of the Vendor and its affiliates in connection with the above purposes. Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to for the collection, use, and disclosure of for the purposes of subsections 25(a)(iii) and 25(a)(iv) at any time by contacting the Vendor at the address set out above.
- 30. Ongoing Development: The Purchaser acknowledges and accepts that the Strata Lot is part of an ongoing phased development and that further units will be constructed adjacent to the Strata Lot, with attendant construction noise, dust, dirt tracks on roadways, and coming and going of vehicular traffic association with the construction of the Development. The Purchaser also acknowledges and accepts that construction of the strata common facilities, such as the roadways, will be ongoing throughout the course of the construction of the Development, with attendant construction noise, dust, temporary roadway closures or detours, and the coming and going of vehicular traffic associated with the construction of the strata common facilities. 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 to it.

Post-Title Purchase Agreements

7.2.1 Termination Provisions:

The Agreement provides that the Developer may terminate the Agreement under certain circumstances:

- Paragraph 9 of the Agreement provides that the Developer may terminate the Agreement if the purchaser fails to provide the Deposit as required under the Agreement; and
- ii. Paragraph 15 of Schedule A to the Agreement (the "Schedule"), provides that the Developer may terminate the Agreement if the purchaser fails to complete the transaction in accordance with the terms of the Agreement.

Paragraph 29 of Schedule A provides:

29. Rescission Rights if Building Permit not Yet Issued: If the Purchaser has received a Disclosure Statement for a strata lot that states that a building permit for the strata lot has not yet been issued, then the Purchaser and Vendor agree that:

- 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 10% 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.

7.2.2 Extension Provisions:

The Schedule provides in subparagraph 1(c) that the Completion Date may be delayed if the strata lot is not yet complete. Paragraphs 1(d) and 1(e) allows the Developer to 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 for reasons beyond the Developer's control. 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, then the Developer shall not be required to consent to such an extension.

7.2.3 Assignment Provisions:

As of January 1, 2019, developers are required under the *Real Estate Development Marketing Act* to include in the Disclosure Statement a statutorily prescribed notice to

purchasers and a set of contractual terms when the developer permits a purchaser to assign a purchase agreement. Section 7.2.3 of the Disclosure Statement, and the provision from the purchase agreement set out below regarding "Assignment", shall serve as this notice to the purchaser and also provide the terms in the purchase contract for dealing with assignments.

17. Assignment:

- a. The Purchaser shall 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.
- b. Without the Vendor's prior consent, any assignment of this purchase agreement is prohibited.
- c. 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.
- d. Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.
- e. 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:
 - the party's identity;
 - ii. the party's contact and business information;
 - iii. the terms of the assignment agreement.
- f. 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.
- g. 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 Marketing Act*, namely:

- 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.
- h. 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.

7.2.3 Deposit Interest Provisions

Pursuant to paragraph 8 of the Agreement, no interest on the deposit shall be paid or is payable to the Purchaser.

7.2.4 Other Provisions of the Agreement

Purchasers are referred to the following provisions in paragraphs 8, 9, 14, 18, 21, 25, and 30 of Schedule A:

8. <u>Strata Lot Plans</u>: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as **Exhibit B4** to the Disclosure Statement, and the proposed architectural designs attached as **Exhibit C4** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans and architectural designs, 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. <u>Variation in Square Footage</u>: 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, then 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 Strata Lot as shown on the registered strata plan exceeds 5% less than as shown in **Exhibit B4** 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%.
- 14. <u>Civic Address</u>: 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 B4** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
- 18. <u>No Resale Prior to Completion</u>: 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.
- 21. <u>Voting on Certain Resolutions</u>: 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 including, but not limited to, those that deal with amendments to 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.

25. Privacy Consent:

- (a) 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:
 - i. to complete the transaction contemplated by this Agreement;
 - ii. to engage in business transactions included in securing financing for the construction of the development;
 - iii. to provide ongoing products and services to the Purchasers;

- iv. to market, sell, provide and inform the Purchasers of the Vendor's products and services, including information about future projects;
- v. as required by law; and
- vi. for additional purposes identified when or before the information is collected.
- (b) The Purchaser consents to the collection, use, and disclosure of the information to agents, contractors, and service providers of the Vendor and its affiliates in connection with the above purposes. Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to for the collection, use, and disclosure of for the purposes of subsections 25(a)(iii) and 25(a)(iv) at any time by contacting the Vendor at the address set out above.
- 30. Ongoing Development: The Purchaser acknowledges and accepts that the Strata Lot is part of an ongoing phased development and that further units will be constructed adjacent to the Strata Lot, with attendant construction noise, dust, dirt tracks on roadways, and coming and going of vehicular traffic association with the construction of the Development. The Purchaser also acknowledges and accepts that construction of the strata common facilities, such as the roadways, will be ongoing throughout the course of the construction of the Development, with attendant construction noise, dust, temporary roadway closures or detours, and the coming and going of vehicular traffic associated with the construction of the strata common facilities. 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 to it.

Purchasers are recommended to carefully review the entirety of Exhibit J4 in addition to what is outlined above.

19. **Section 7.4 – Other Material Facts:** Section 7.4 is deleted in its entirety and replaced with the following:

The Developer is holding the first annual general meeting of the strata corporation on March 28, 2024. The Developer will update the Disclosure Statements to include the first annual budget prepared in accordance with section 21 of the *Strata Property Act* after the first annual general meeting.

There are no other facts that affect, or could reasonably be expected to affect, the value, price, or use of a strata lot or the development property.

DEEMED RELIANCE:

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

DECLARATION:

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the Real Estate Development Marketing Act of British Columbia, as of March 15, 2024.

1345408 B.C. Ltd. by its authorized

signatory

Christine Scott

Director: Christine Scott

Director: Max Graham

Exhibit B4

Status: Registered

FORM_DSPL_V21

Doc #: CB936751

RCVD: 2023-10-06 RQST: 2023-10-24 16.46.54

KAMLOOPS LAND TITLE OFFICE

DECLARATION(S) ATTACHED CB936754

APPLICATION TO DEPOSIT PLAN AT LAND TITLE OFFICE PROVINCE OF BRITISH COLUMBIA Oct-06-2023 15:53:33.001

CB936751

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that (a) you are a subscriber under section 168.6 of the Land Title Act, RSBC 1996 c.250, and that you are authorized to (b) if this application requires an execution copy, that you are a designate authorized to certify this application under section 168.22(2) of the act, and (b) if this application requires an execution copy, that you are a designate authorized to certify this application under section 168.4 of the Land Title Act, RSBC 1996, c.250, that you certify this application under section 168.42(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Katelynn Marie Digitally signed by Katelynn Marie O'Neill UG1E2B Date: 2023.09.29 17:46:28

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

Columbia Valley Law Corporation

Barristers & Solicitors

File: 13006

PO Box 639, 1309 - 7th Ave.

Telephone: 250-342-6904

Invermere

BC V0A 1K0

Document Fees: \$410.87

Deduct LTSA Fees? Yes

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

032-005-121 LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

APPLICATION FOR DEPOSIT OF:

PLAN TYPE

PLAN NUMBER

CONTROL NUMBER

NUMBER OF NEW LOTS CREATED

Strata (Phased)

EPS8541

169-479-7796

4

OWNER(S): (updated owner(s) name(s), occupation(s), postal address and postal code)

1345408 B.C. LTD.

BOX 639

Incorporation No

INVERMERE

BRITISH COLUMBIA

1345408

V0A 1K0

CANADA

ADDITIONAL INFORMATION:

RCVD: 2023-10-06 RQST: 2023-10-24 16.46.54

FORM_TOA_V21

| SCHEDULE (| OF OWNERS | S AND \ | NITNESS | ES |
|------------|-----------|---------|---------|----|
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PAGE 2 OF 3 PAGES

| PLAN NUMBER: EPS8541 | CONTROL NUMBER: 169-479-7796 |
|---------------------------|--|
| | |
| | |
| Witness to All Signatures | 1345408 B.C. LTD. by its authorized signatory(ies) |

Katelynn O'Neill Lawyer Columbia Valley Law Corporation PO Box 639, 1309 - 7th Ave. Invermere, BC V0A 1K0

Christine Scott

Status: Registered

FORM_APPR_V21

SCHEDULE OF APPROVING OFFICERS AND PROVINCIAL APPROVERS

PAGE 3 OF 3 PAGES

PLAN NUMBER: EPS8541 CONTROL NUMBER: 169-479-7796

Form Q, SPA Reg. 14.5(1)

EPS8541 is approved as Phase 1 of a 8 phase strata plan under section 224 of the Strata Property Act.

September 28, 2023 [date]

Approving Officer
Rory Hromadnik
Approving Officer for the District of Invermere



Related Document Number: CB936751
Fee Collected for Document: \$15.52

I, Katelynn O'Neill, lawyer, declare that:

- 1. The plan EPS8541 does not provide access to the portion of the remainder parcel directly south of LCP1 (Parking). An access easement has been submitted to the Land Title Office for registration under registration number CB979726.
- 2. A Form X was not included to declare the Strata Corporation Mailing Address in Phase 1 of the Strata. The complete Form X has been submitted to the Land Title Office for registration under registration number CB979727.

Electronic Signature

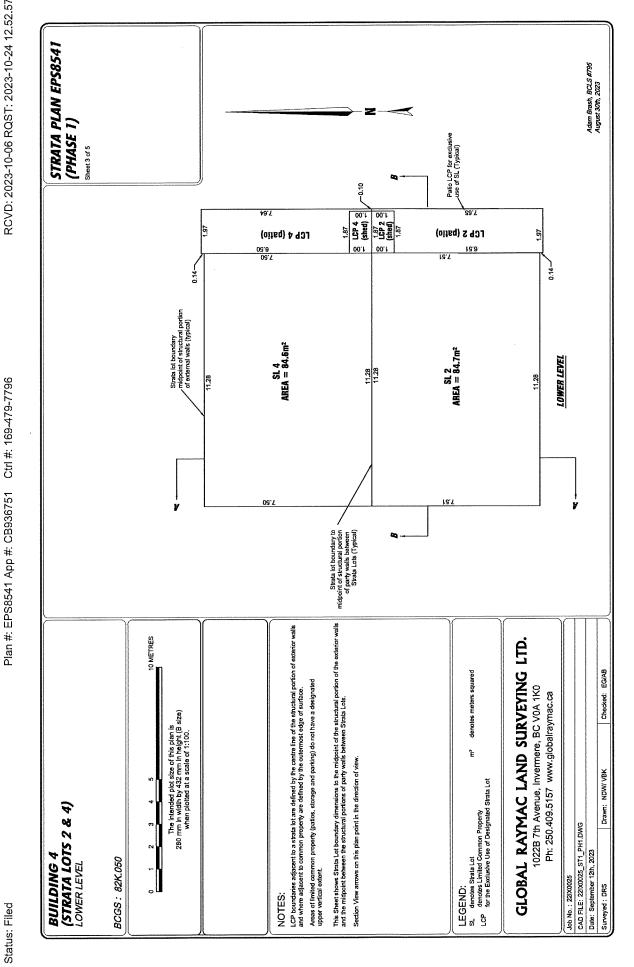
Your electronic signature is a representation that

- (a) You are a subscriber under section 168.6 of the Land Title Act, RSBC 1996 c.250, and that you are authorized to electronically sign this document by an e-filing direction made under section 168.22(2) of the act, or
- (b) You are a designate authorized to certify this application under section 168.4 of the Land Title Act, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession, or
- (c) If the purpose of this declaration is to bring to the attention of the registrar an error, omission or misdescription in a previously submitted document under section 168.55 of the act, you certify that, based on your personal knowledge or reasonable belief, this declaration sets out the material facts accurately.

Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-10-23 10:27:52 -07:00

 $Note: A\,Declaration\,cannot\,be\,used\,to\,submit\,a\,request\,to\,the\,Registrar\,for\,the\,with drawal\,of\,a\,document.$

1 of 1 Pages



Status: Registered FORM DSPL_V21

Doc #: CB1159384

RCVD: 2024-02-12 RQST: 2024-03-14 19.53.10

KAMLOOPS LAND TITLE OFFICE

Feb-12-2024 12:49:14.001 APPLICATION TO DEPOSIT PLAN AT LAND TITLE OFFICE

CB1159384

CB1159387

PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that Your electronic signature is a representation that (a) you are a subscriber under section 168.6 of the Land Title Act, RSBC 1996 c.250, and that you are authorized to electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and (b) if this application requires an execution copy, that you are a designate authorized to certify this application under section 168.4 of the Land Title Act, RSBC 1996, c.250, that you certify this application under section 168.42(4) of the Katelynn Marie Digitally signed by Katelynn O'Neill UG1E2B Date: 2024.02.12 13:37:01

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

Columbia Valley Law Corporation

Barristers & Solicitors

File: 13075

PO Box 639, 1309 - 7th Ave.

Telephone: 250-342-6904

Invermere

BC V0A 1K0

Document Fees: \$410.87

Deduct LTSA Fees? Yes

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

act, and that an execution copy, or a true copy of that execution copy, is in your possession.

032-005-121

LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443 EXCEPT PHASE 1 STRATA PLAN EPS8541

APPLICATION FOR DEPOSIT OF:

PLAN TYPE

PLAN NUMBER

CONTROL NUMBER

NUMBER OF NEW LOTS CREATED

Strata (Phased)

EPS8541

170-672-5908

4

OWNER(S): (updated owner(s) name(s), occupation(s), postal address and postal code)

1345408 B.C. LTD.

BOX 639

Incorporation No

INVERMERE

BRITISH COLUMBIA

1345408

V0A 1K0

CANADA

ADDITIONAL INFORMATION:

Doc #: CB1159384

RCVD: 2024-02-12 RQST: 2024-03-14 19.53.10

FORM_TOA_V21

PAGE 2 OF 3 PAGES

| PLAN NUMBER: EPS8541 | CONTROL NUMBER: 170-672-5908 | | | |
|---|---|--|--|--|
| | | | | |
| | | | | |
| | 40.45.400 D.C. LTD. Inc. No. 40.45900 by its outborized | | | |
| Witness to All Signatures | 1345408 B.C. LTD. Inc. No. 1345308 by its authorized signatory(les) | | | |
| Name: Jeff Yeung Occupation: Asset Manager Address: 200 - 1201 Glenmore Ct. SW, Calgary, AB | Max Daniel Graham | | | |

Status: Registered

FORM_APPR_V21

SCHEDULE OF APPROVING OFFICERS AND PROVINCIAL APPROVERS

PAGE 3 OF 3 PAGES

PLAN NUMBER: EPS8541 CONTROL NUMBER: 170-672-5908

Form Q, SPA Reg. 14.5(1)

EPS8541 is approved as Phase 2 of a 8 phase strata plan under section 224 of the Strata Property Act.

February 12, 2024.

Approving Officer
Rory Hromadnik
Approving Officer for the District of Invermere

KAMLOOPS LAND TITLE OFFICE Oct-06-2023 15:53:33.002

SURVEY PLAN CERTIFICATION PROVINCE OF BRITISH COLUMBIA

0795

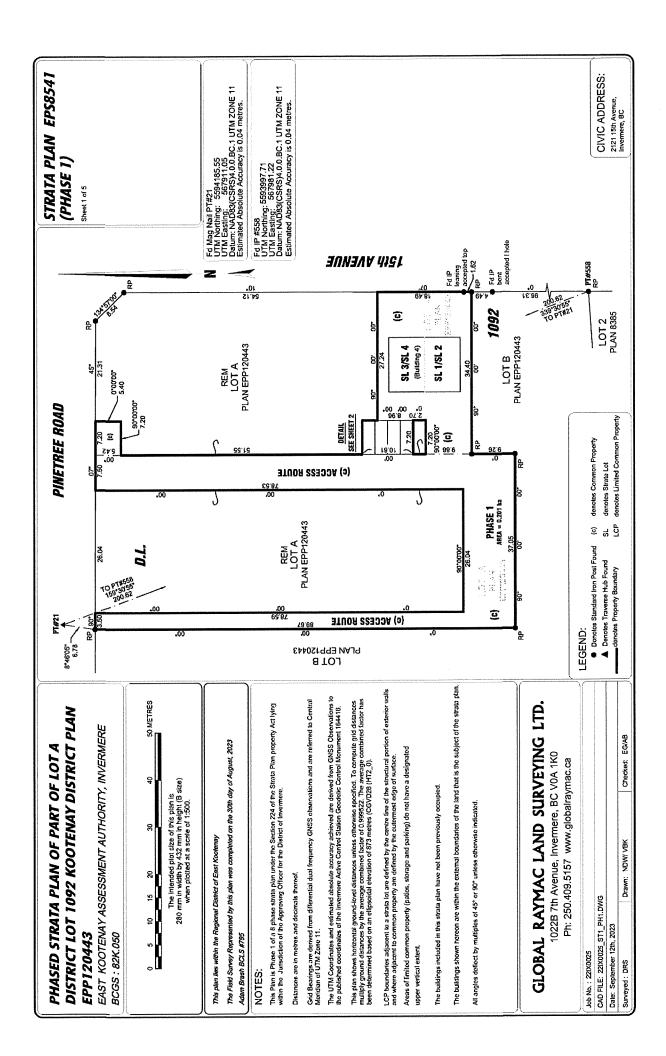
EPS8541

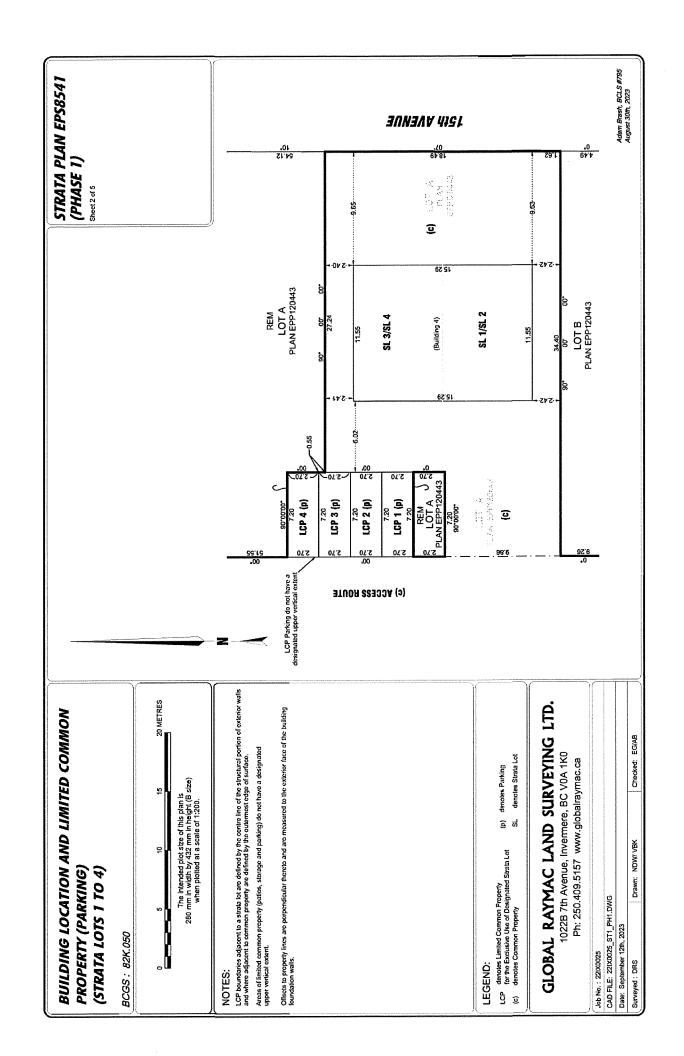
PAGE 1 OF 6 PAGES

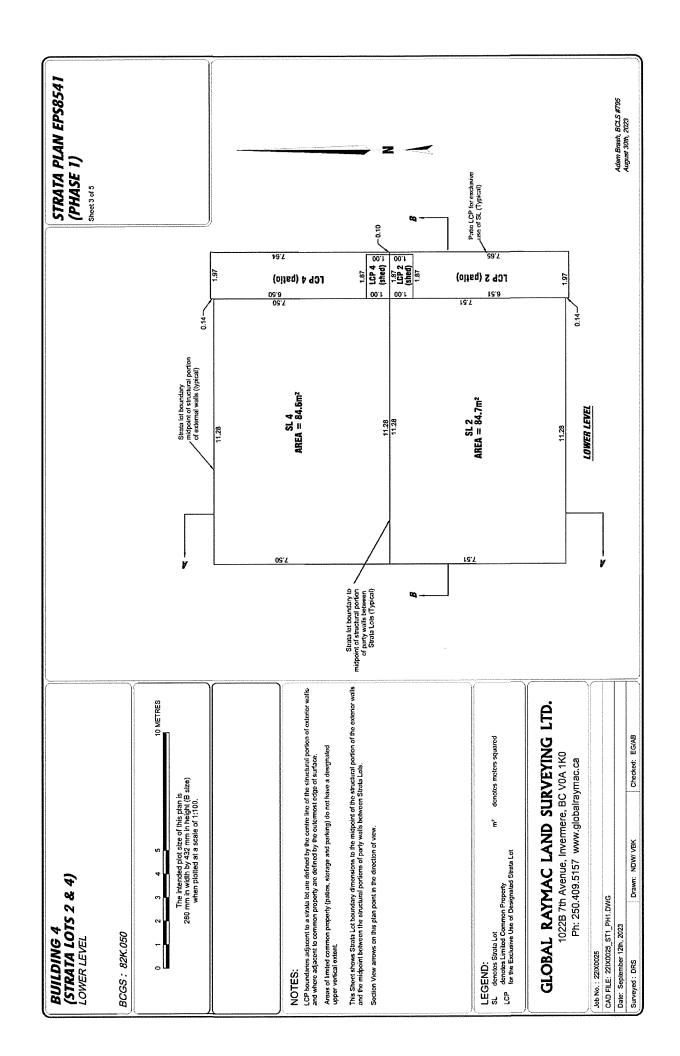
Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

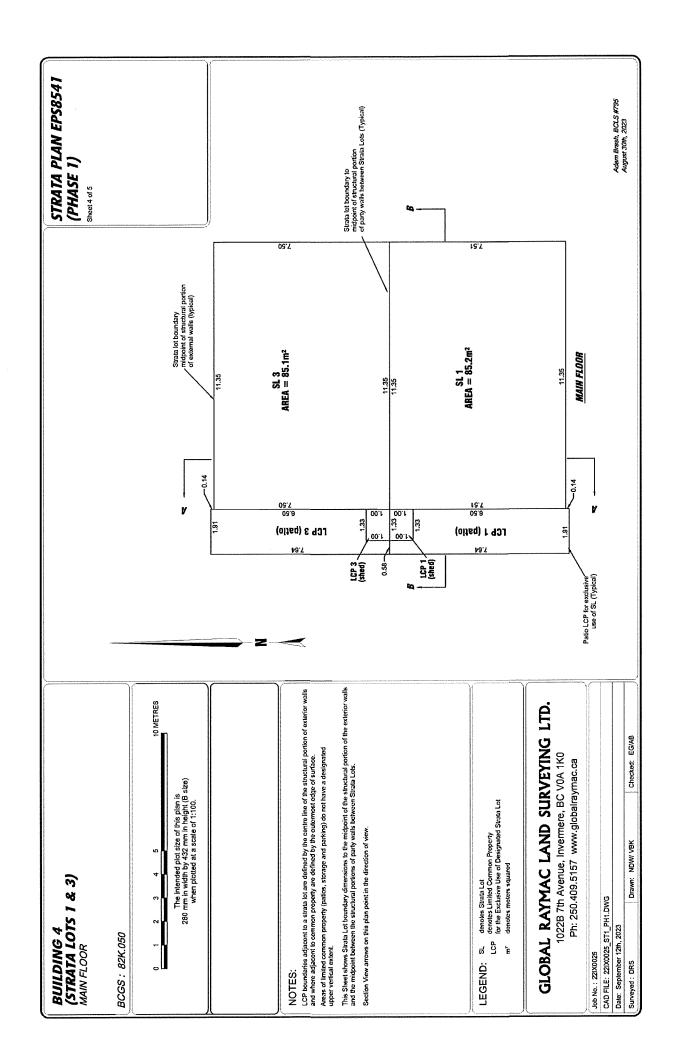
Adam Brash Digitally signed by Adam Brash JLF9RK
JLF9RK
Date: 2023.09.15
11:09:55 -06'00'

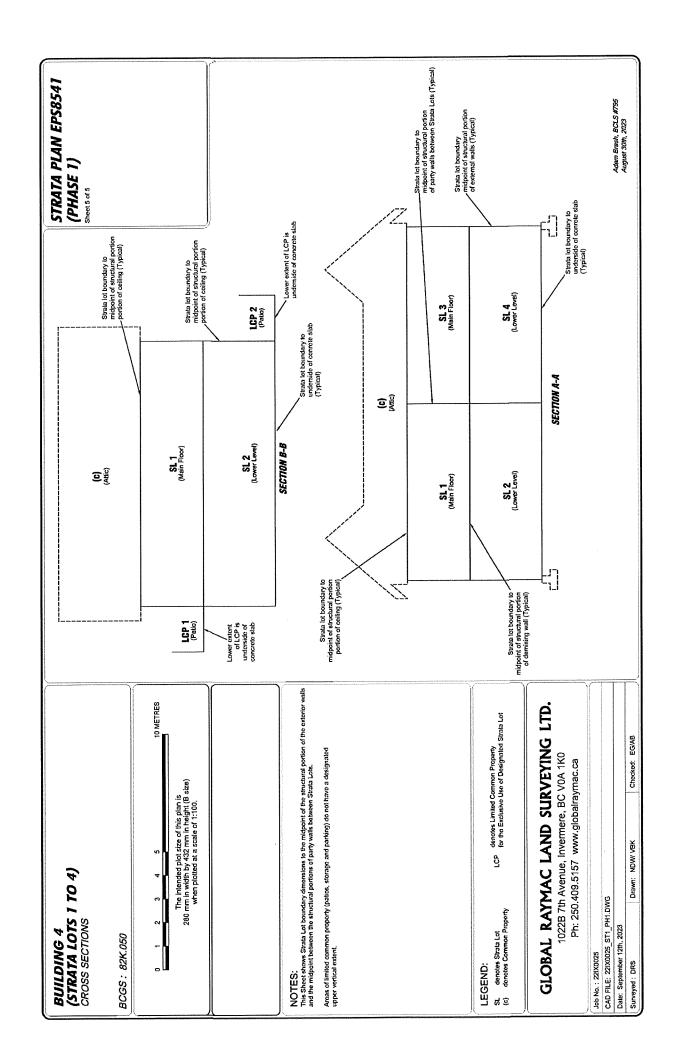
| 1. | BC LAND SURVEYOR: (Name, address, phone number) | | | | |
|------|--|----------------------------------|------------------------|--------------|---------------------------|
| | Adam Brash Global Raymac Land Surveying Ltd. Box 459, 1022B 7th Avenue, | abrash@grs.ca 1.403.710.9370 | | | |
| | Invermere BC V0A 1K0 Surveyor General Certification [For Surveyor General Use Only] | | | | |
| 2. | PLAN IDENTIFICATION: | | Control Number: | 169-479 | -7796 |
| | Plan Number: EPS8541 This original plan number assignment was done under Commission #: 795 | LTO Document Reference: CB936751 | | | |
| 3. | CERTIFICATION: | Form 9 | Explanatory Pla | an 🔘 For | m 9A |
| | n a British Columbia land surveyor and certify that I was present at and personal correct. | ly superintended | d this survey and that | the survey a | nd plan |
| | field survey was completed on: 2023 August 30 plan was completed and checked on: 2023 September 15 | (YYYY/Mon | 074000 | | under ECR#: |
| | | | | None | Strata Form S |
| that | n a British Columbia land surveyor and certify that the buildings shown on this s is the subject of the strata plan tification Date: 2023 September 15 (YYYY/Month/DD) | None Strata plan are w | Strata Form U1 | • | ata Form U1/U2 he land |
| | erial Highway | | | | |
| | mandet A devot (A mophoto) | | | , | |
| 4. | ALTERATION: | | | | |

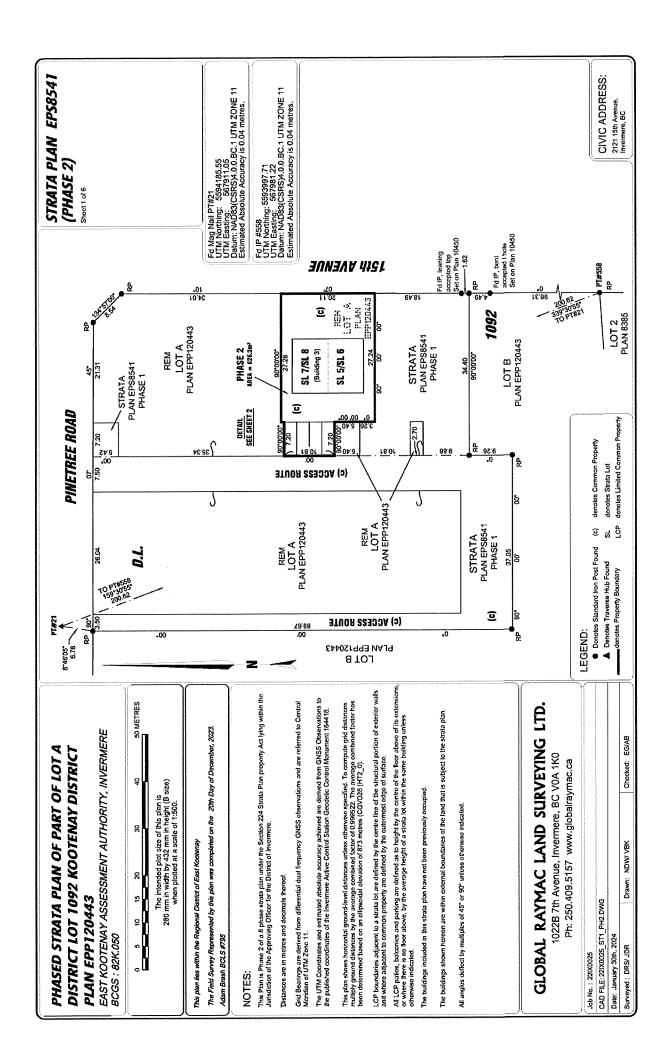


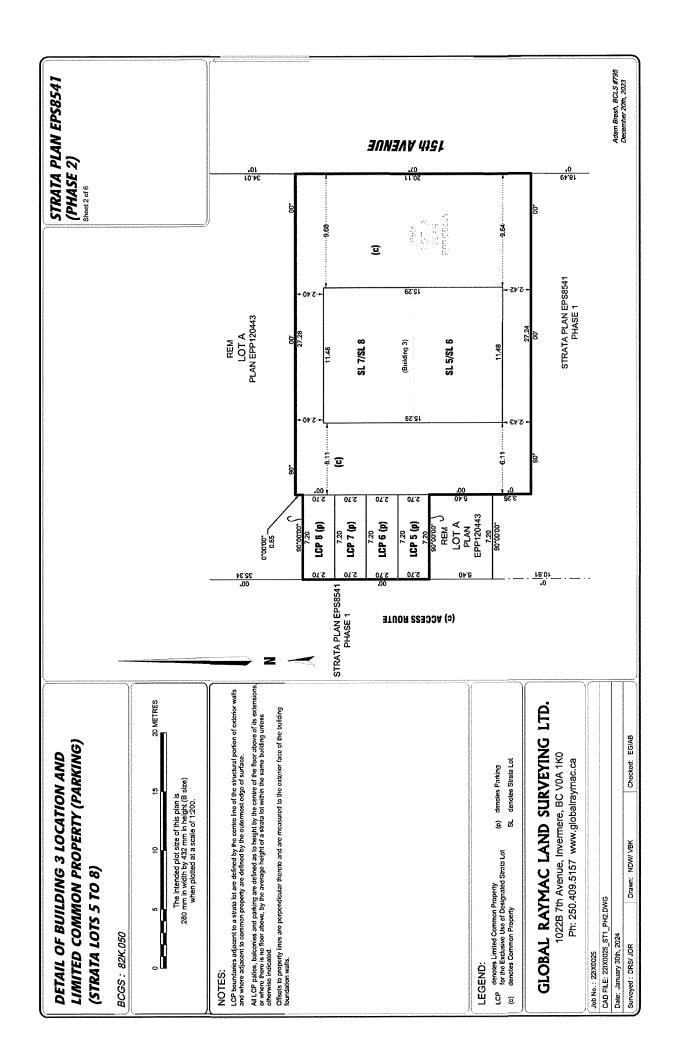


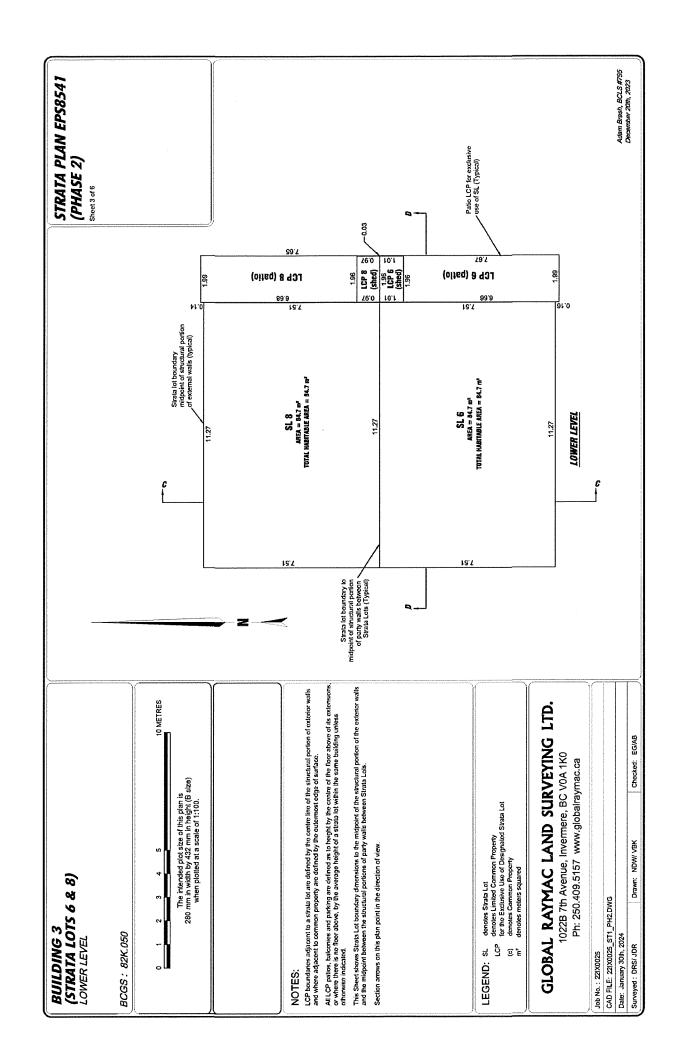


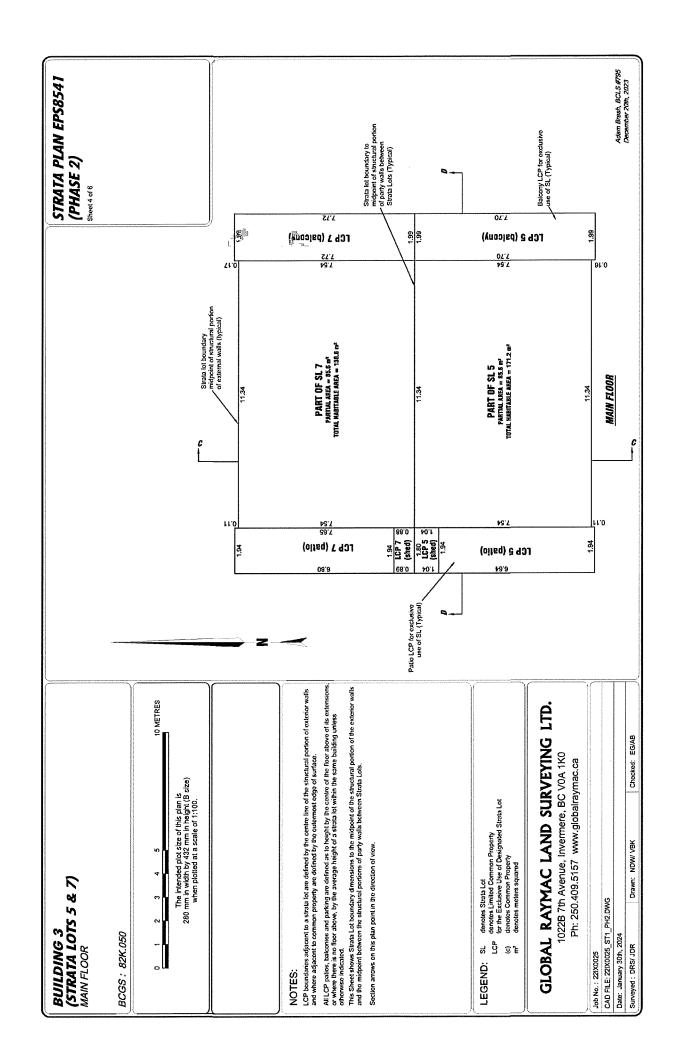


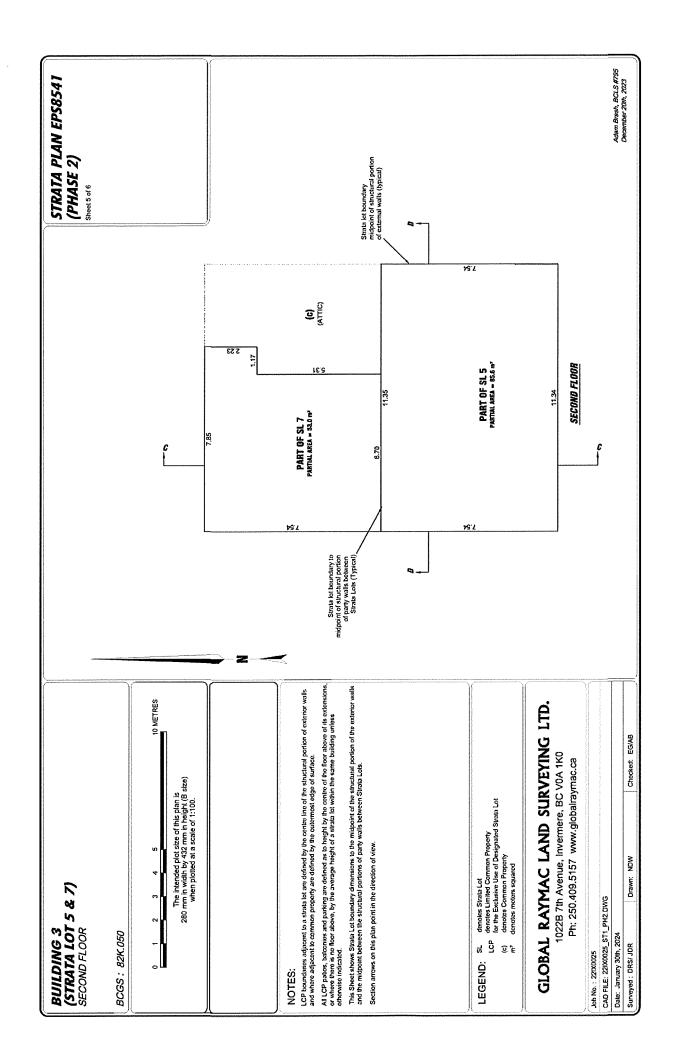


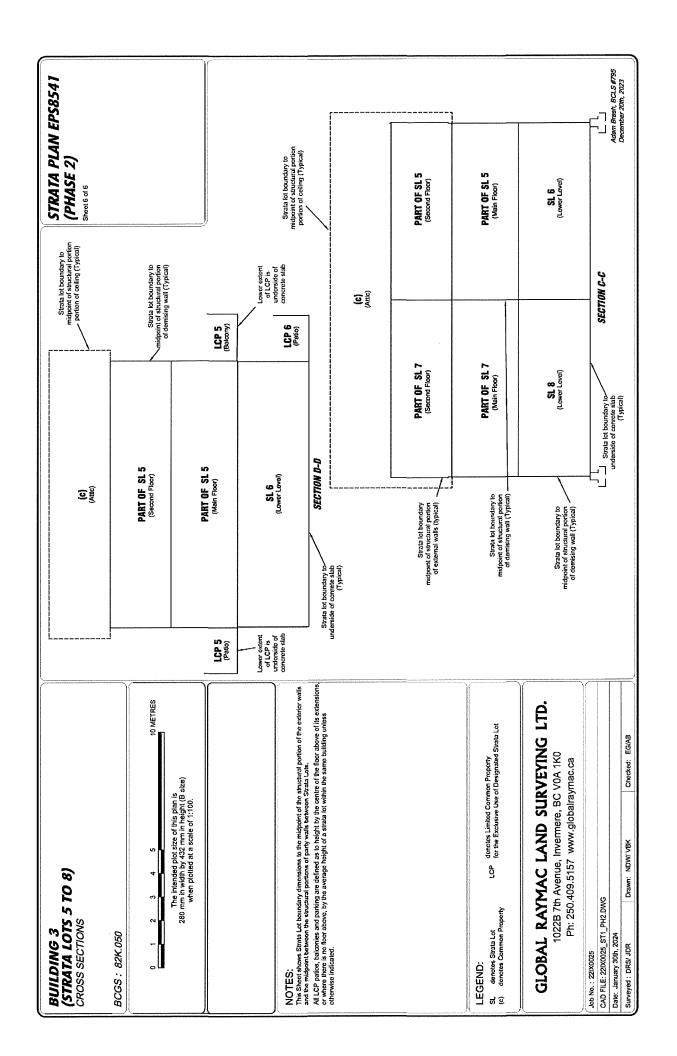


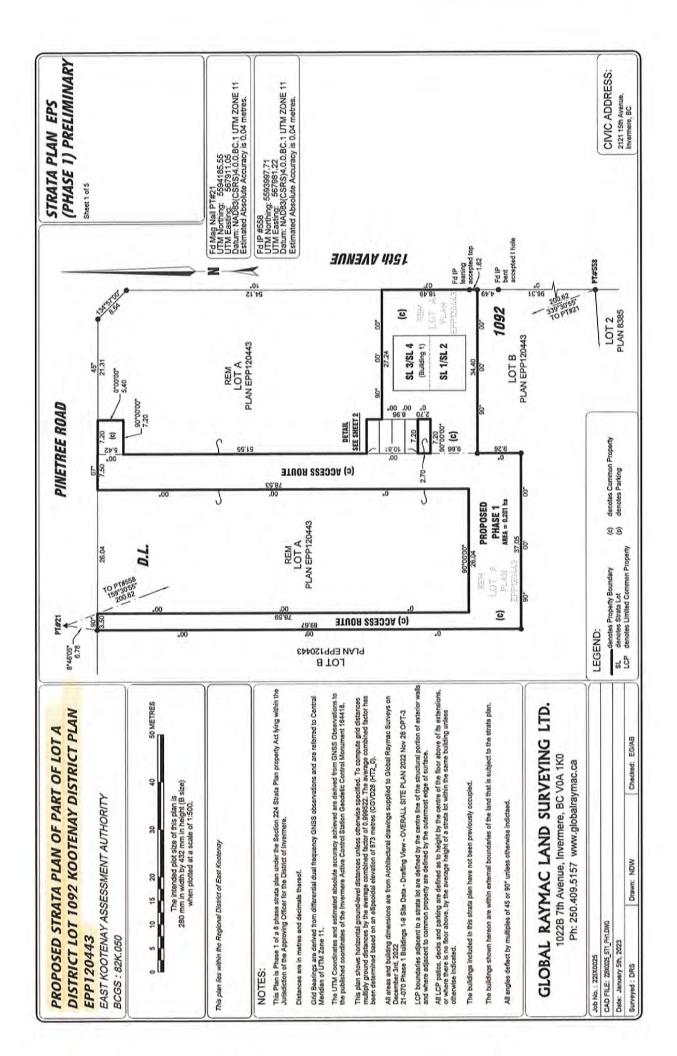


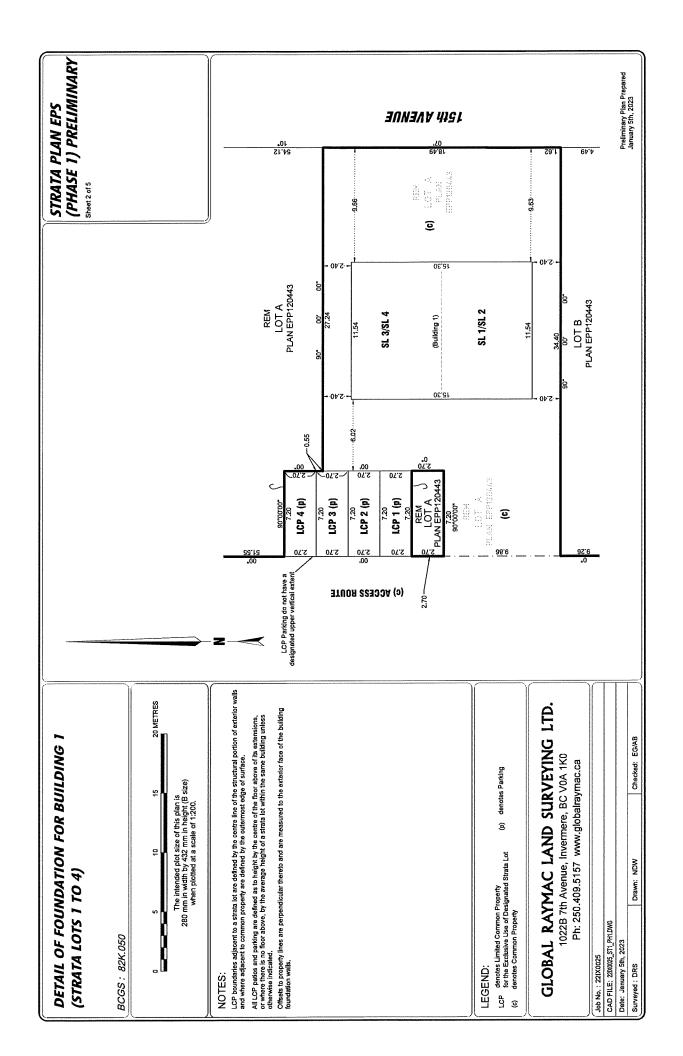


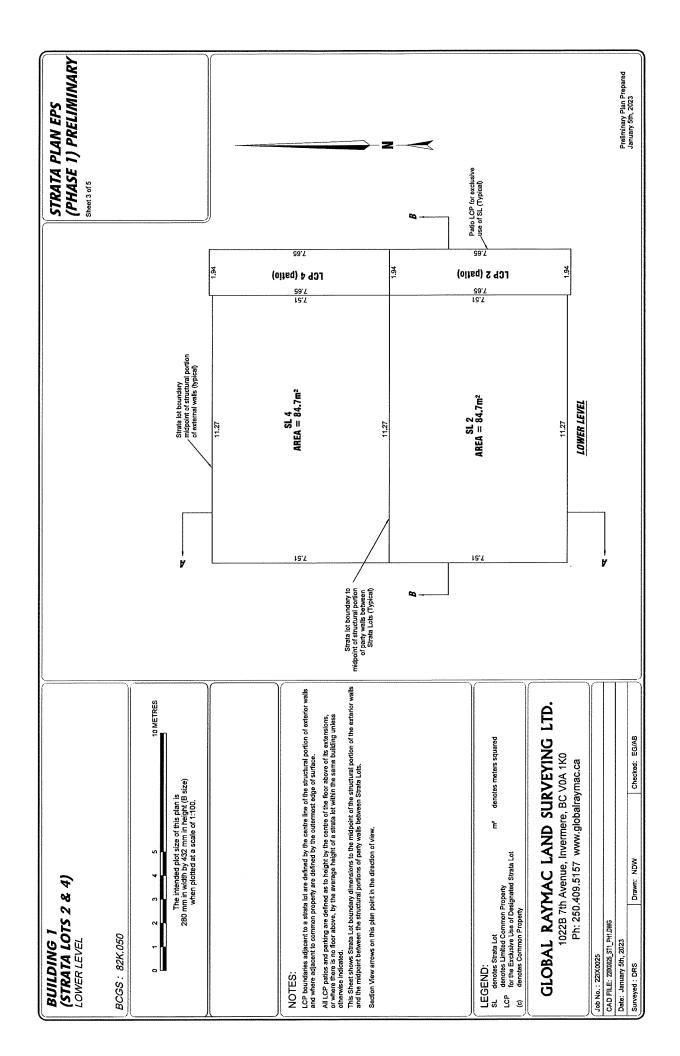


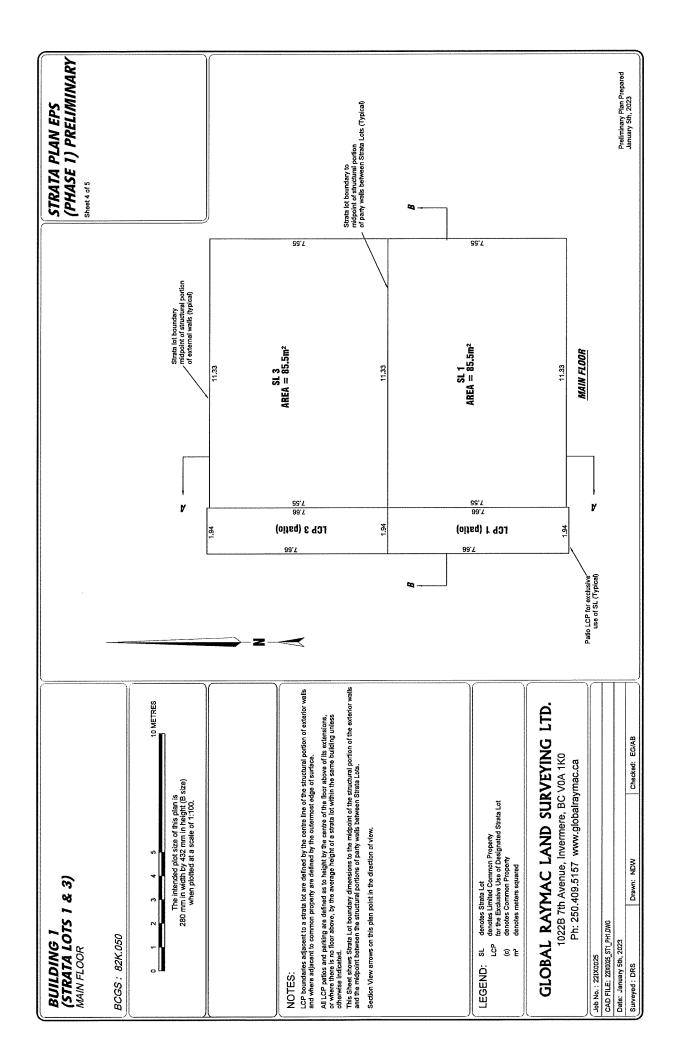


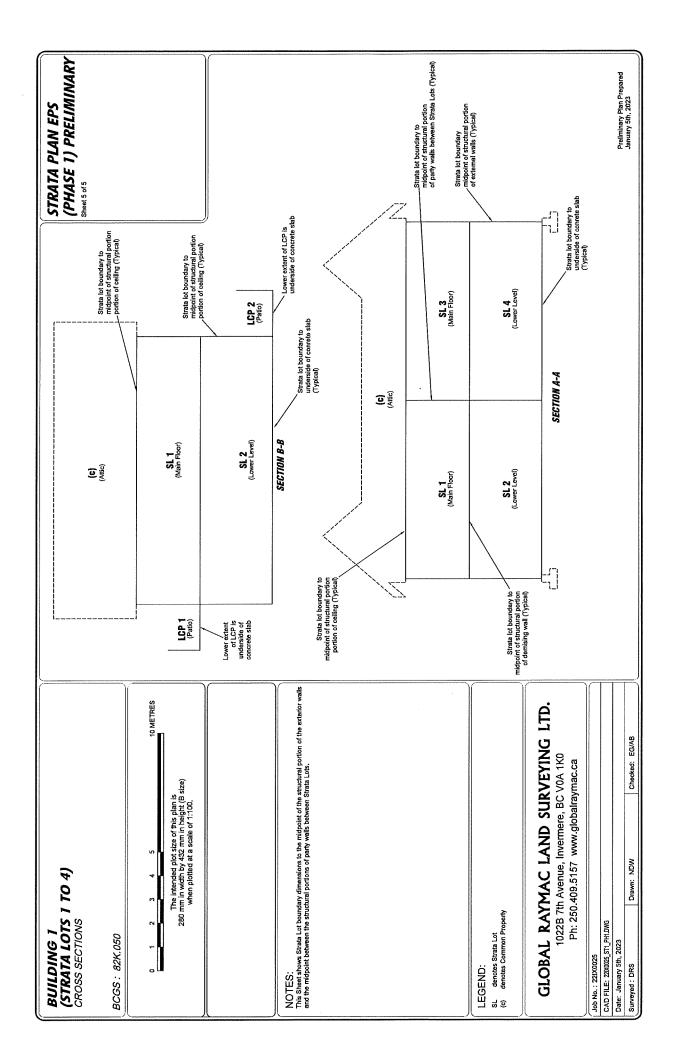


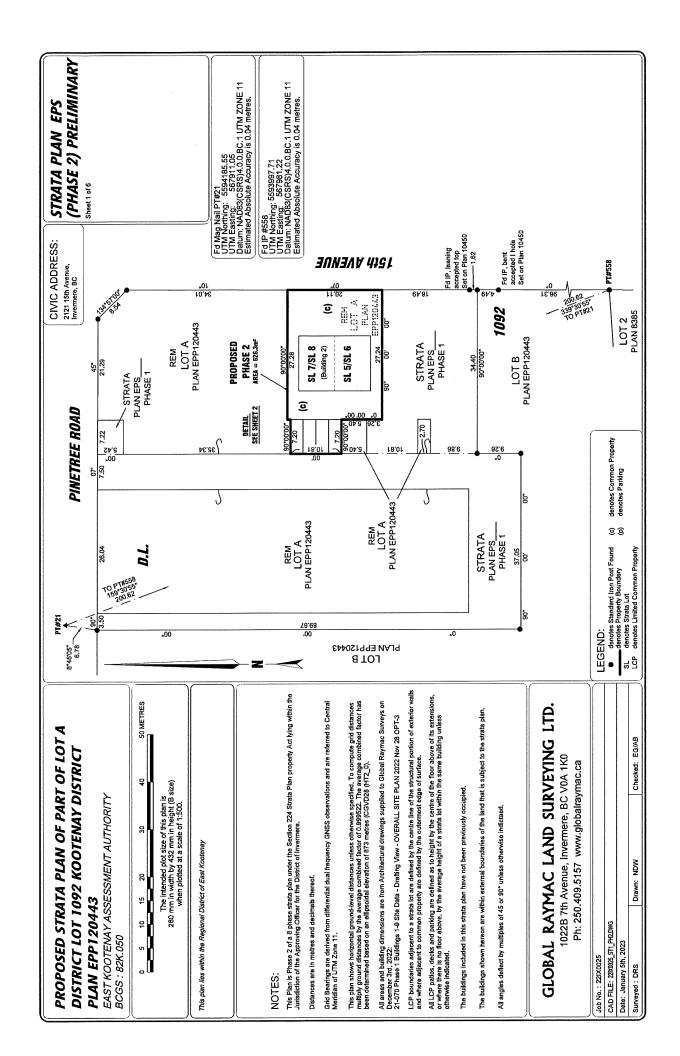


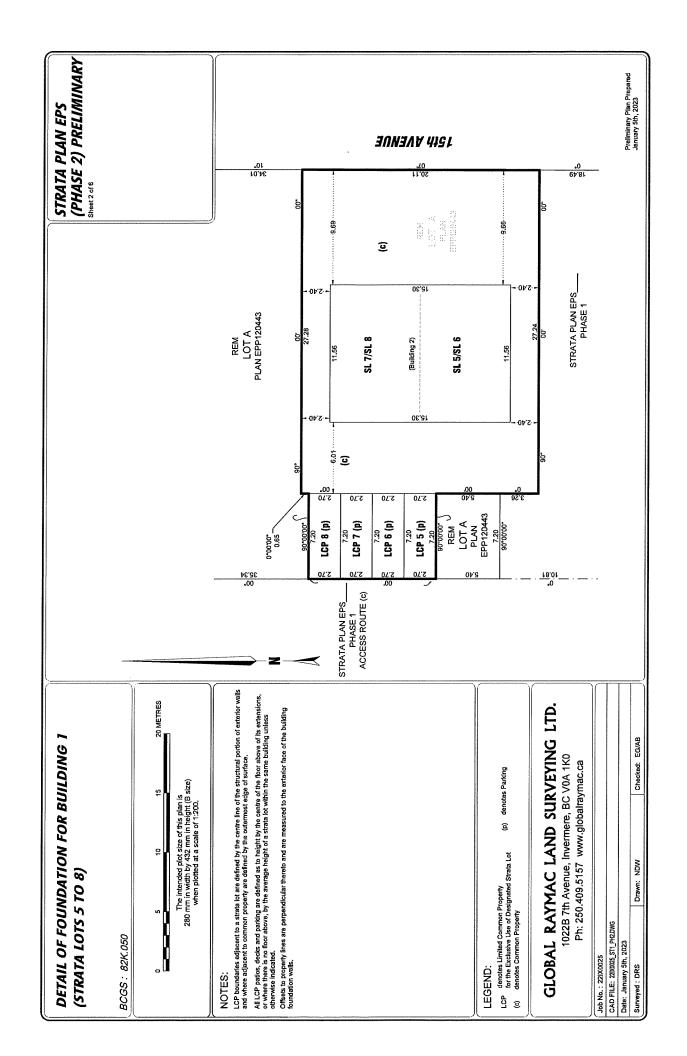


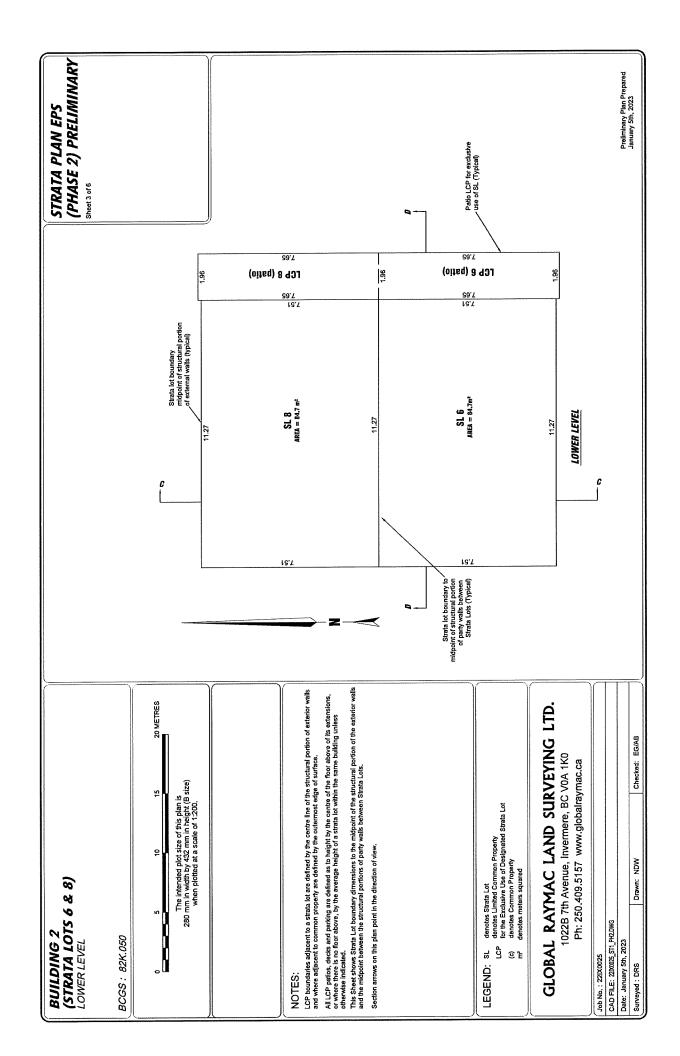


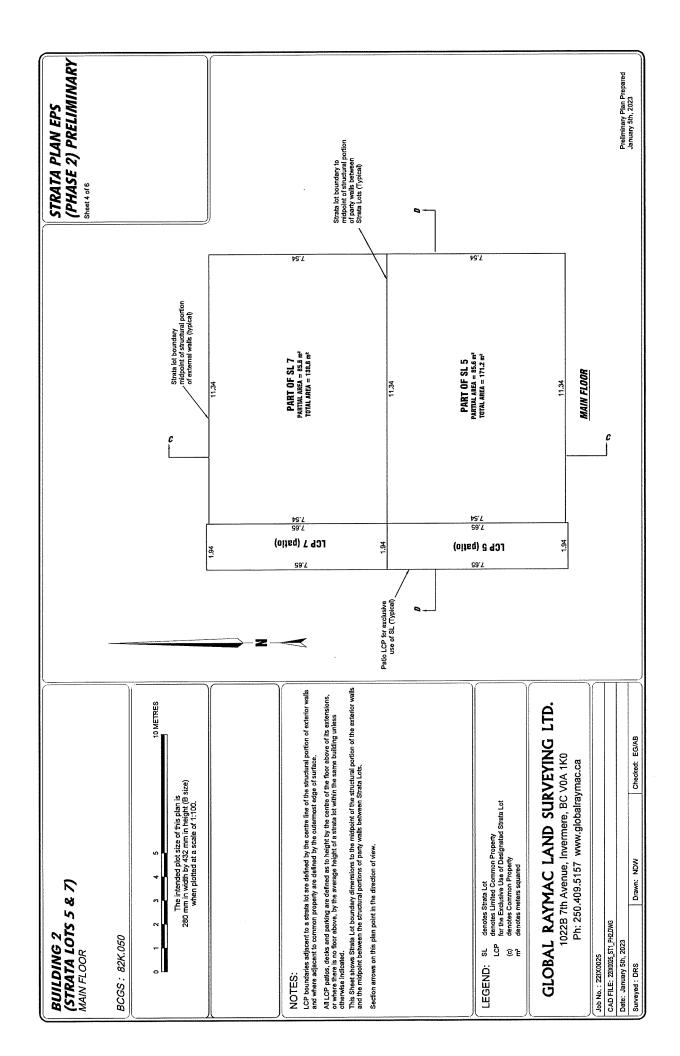


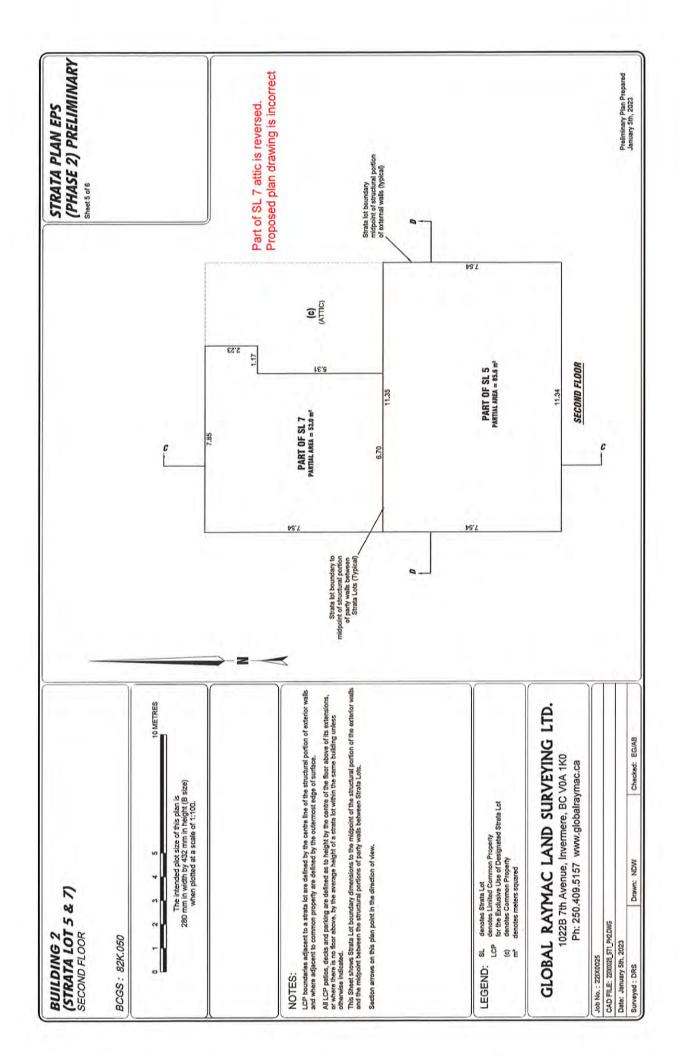


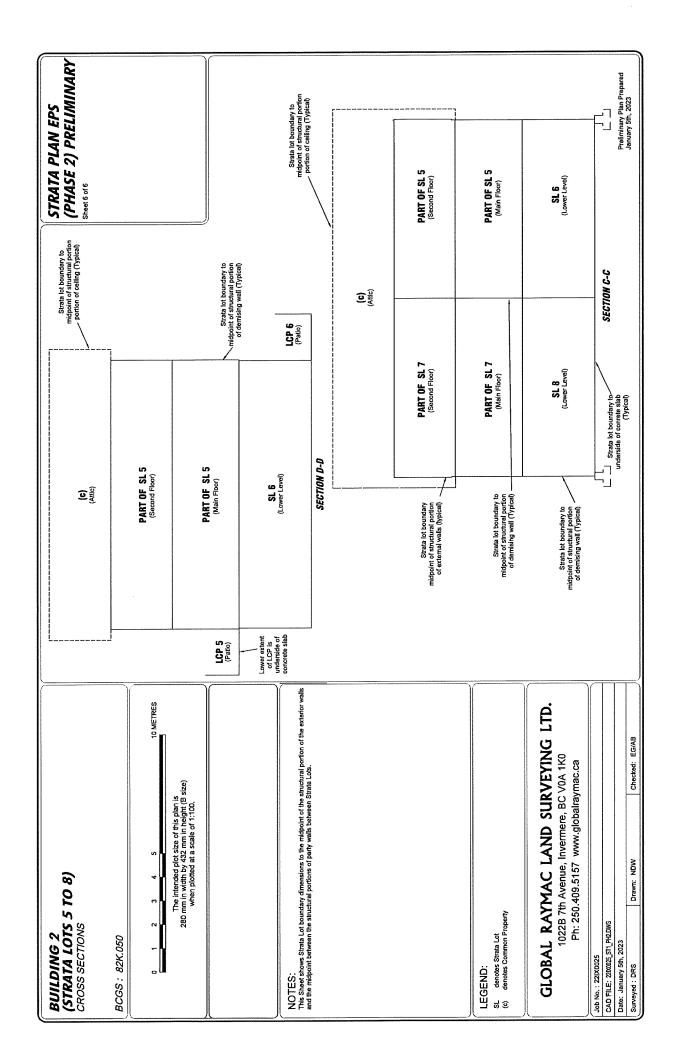


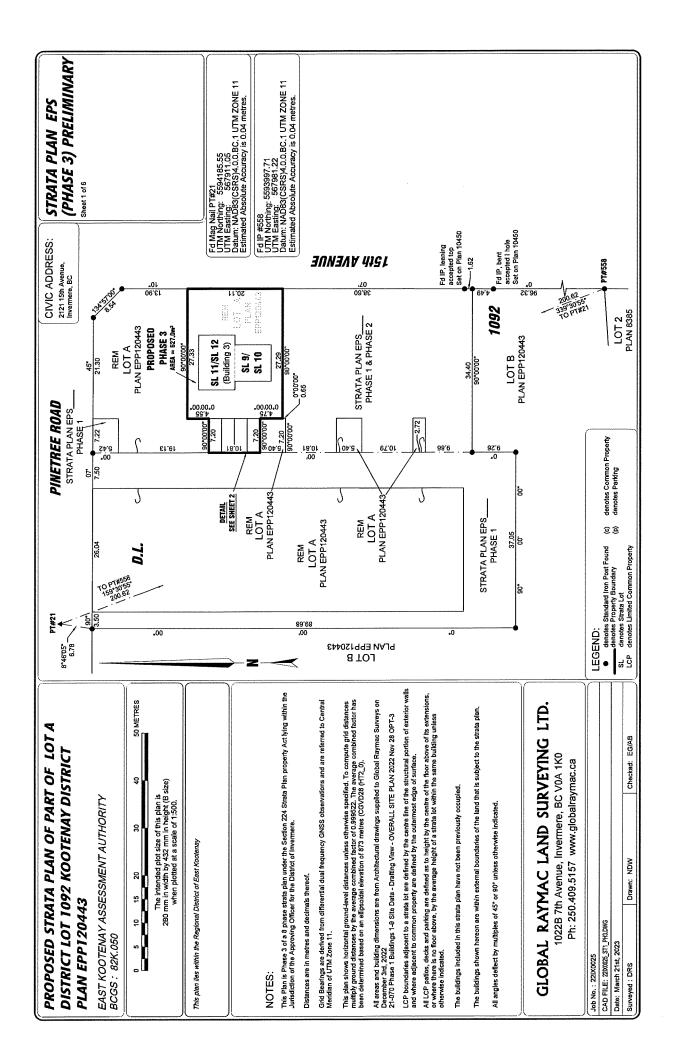


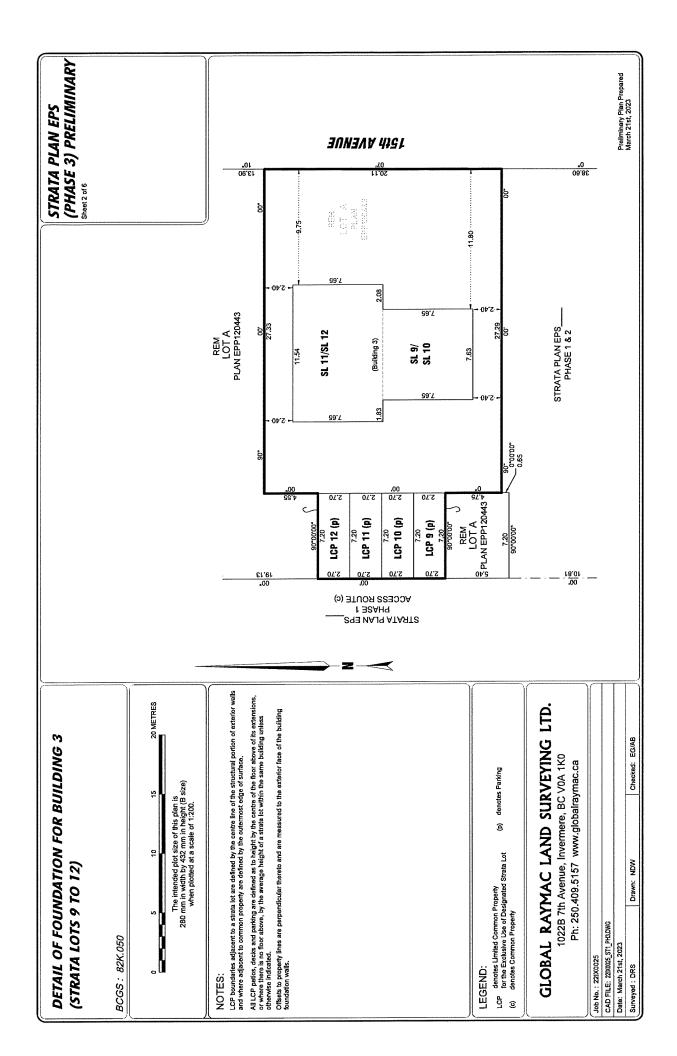


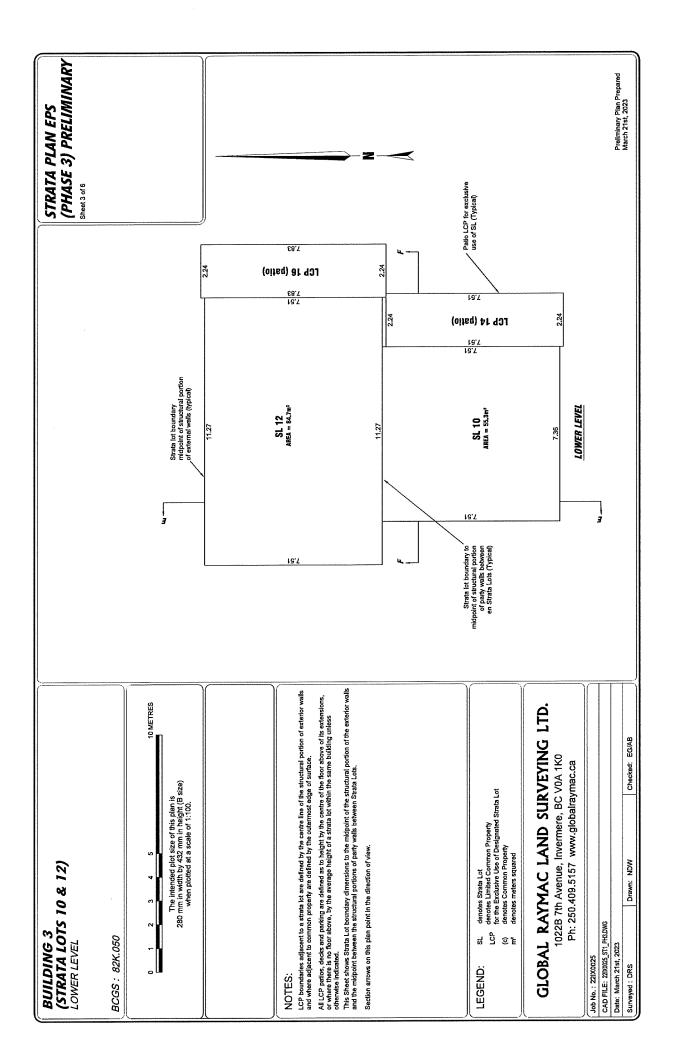


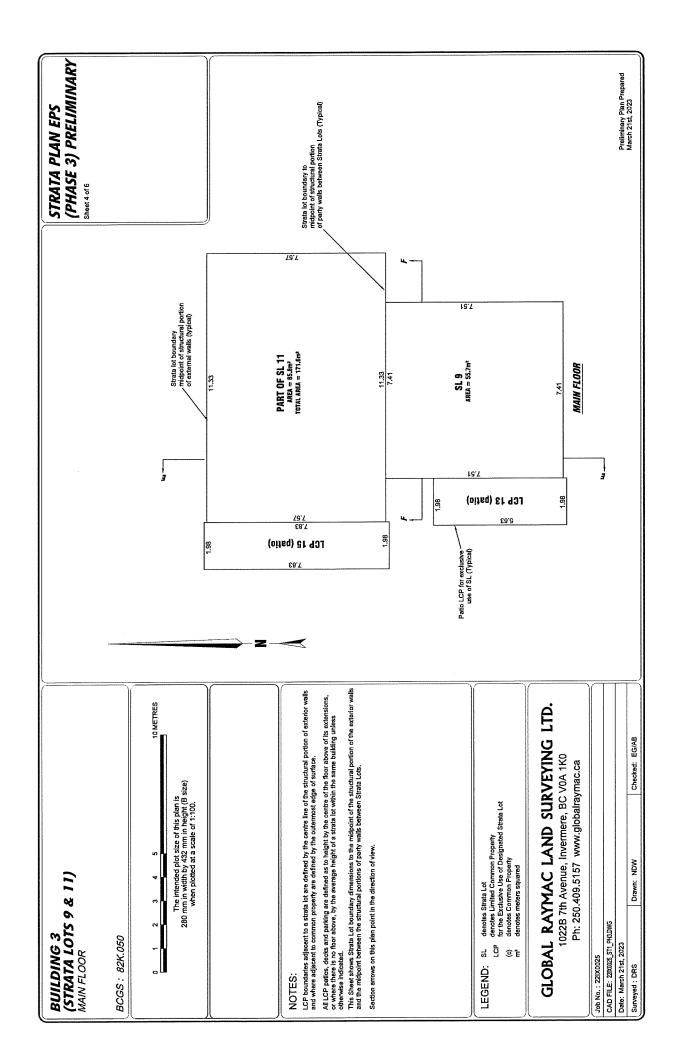


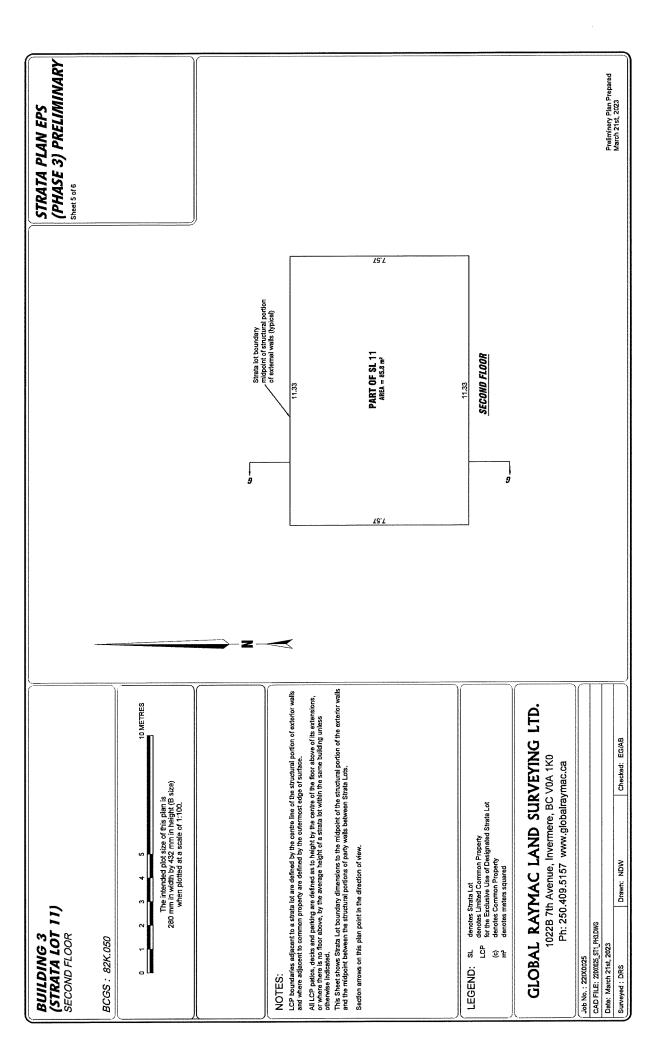


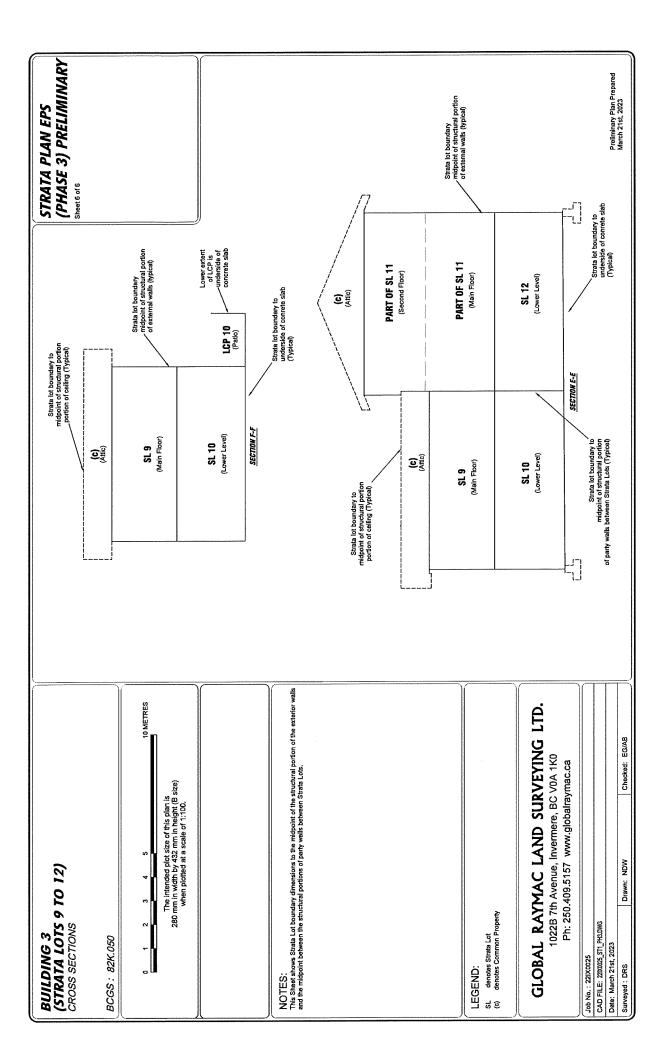


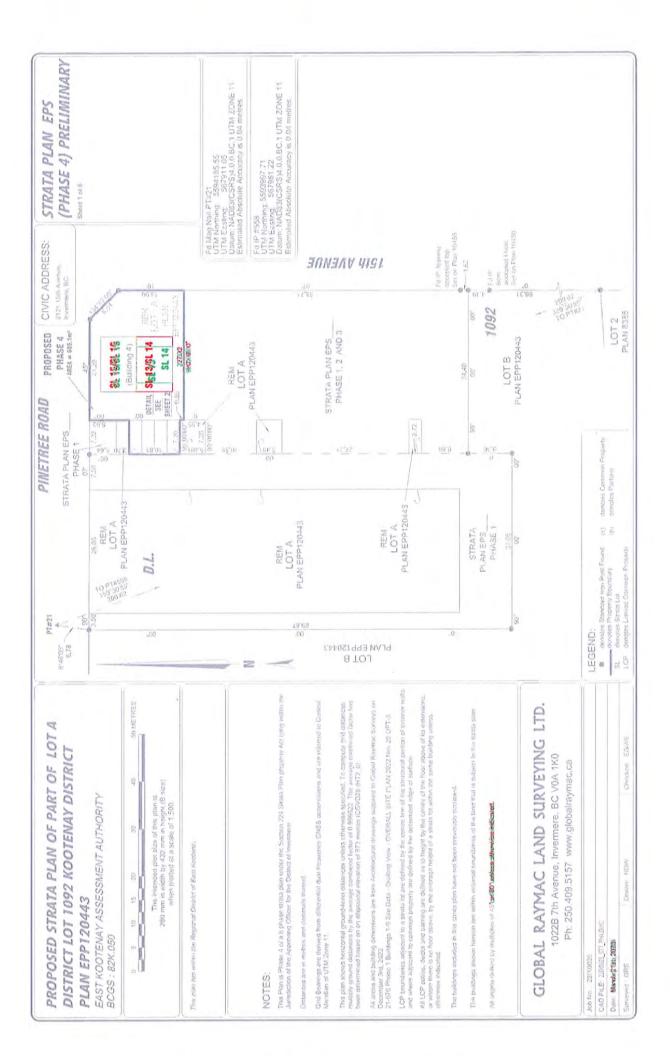




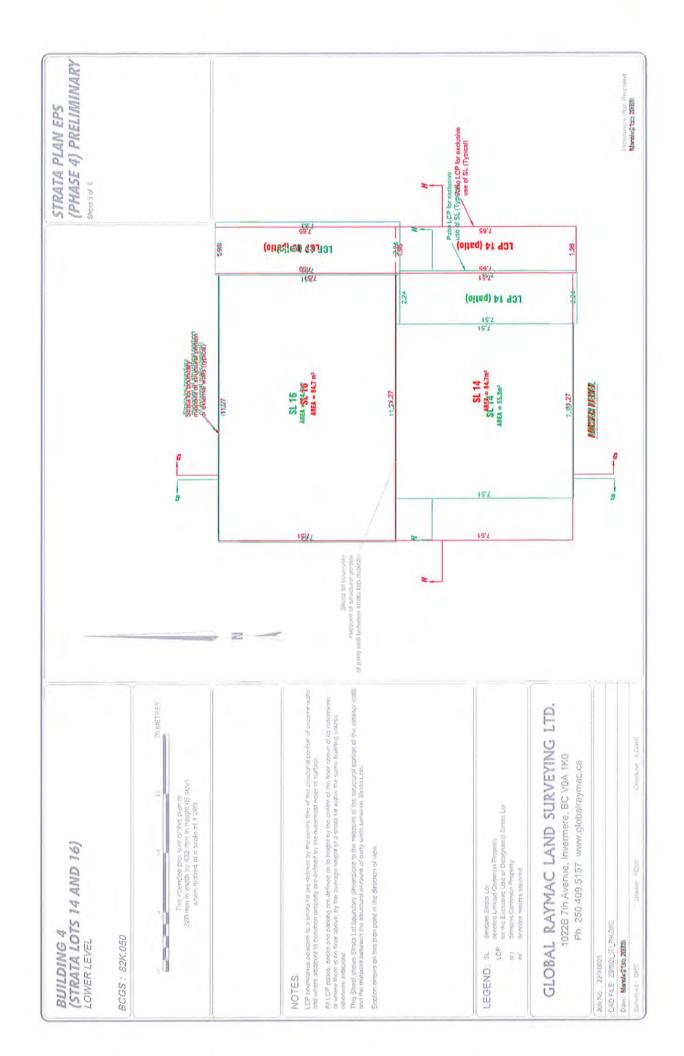


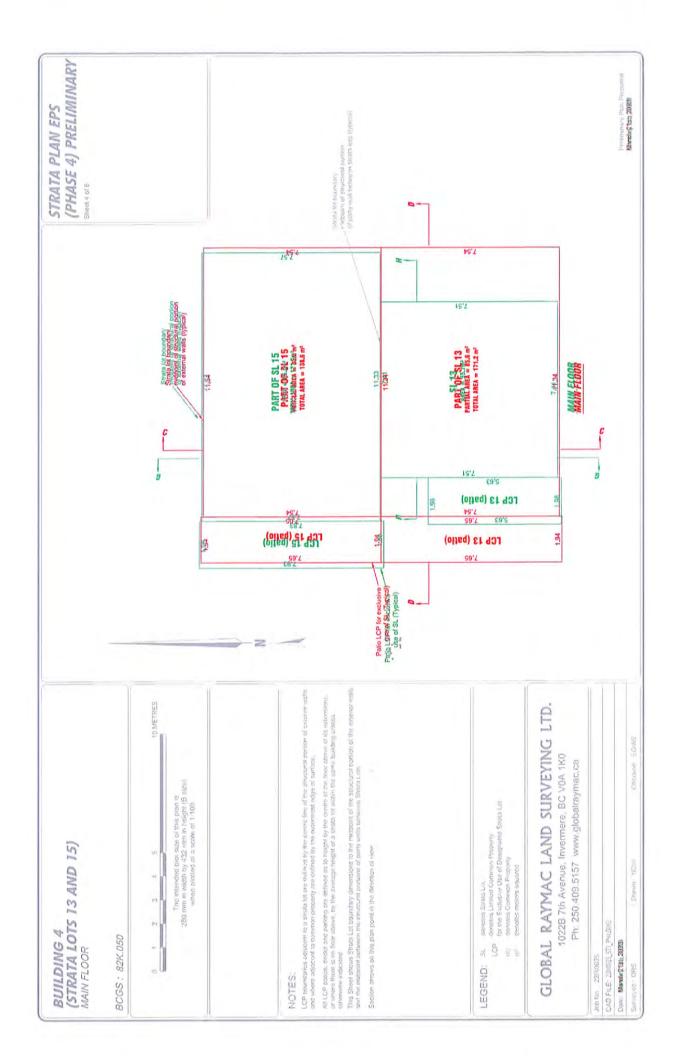


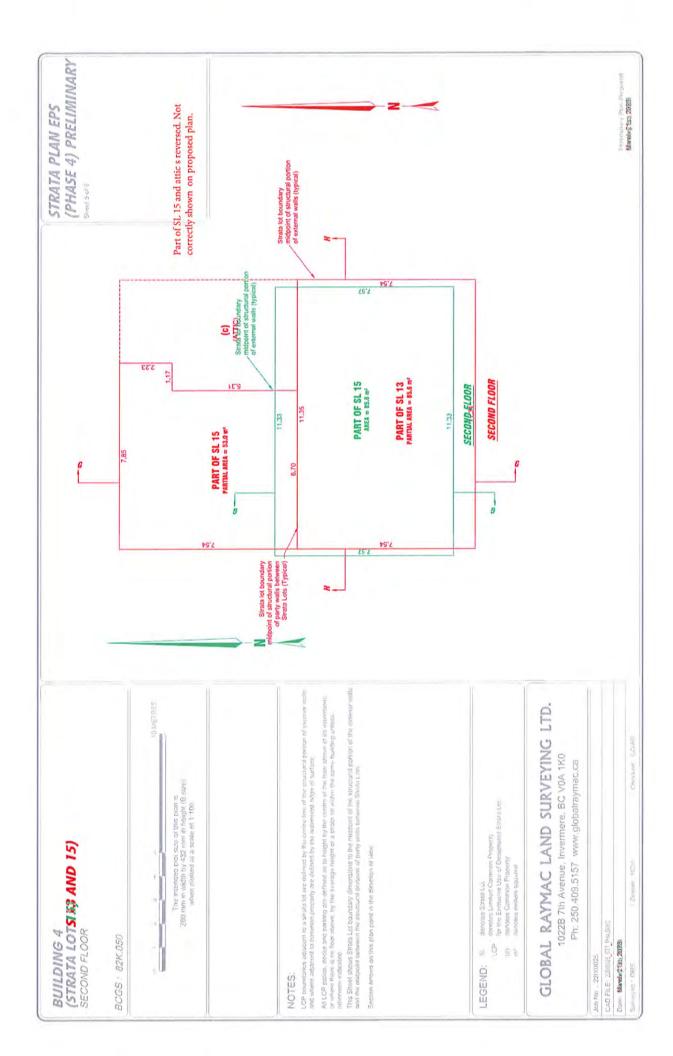


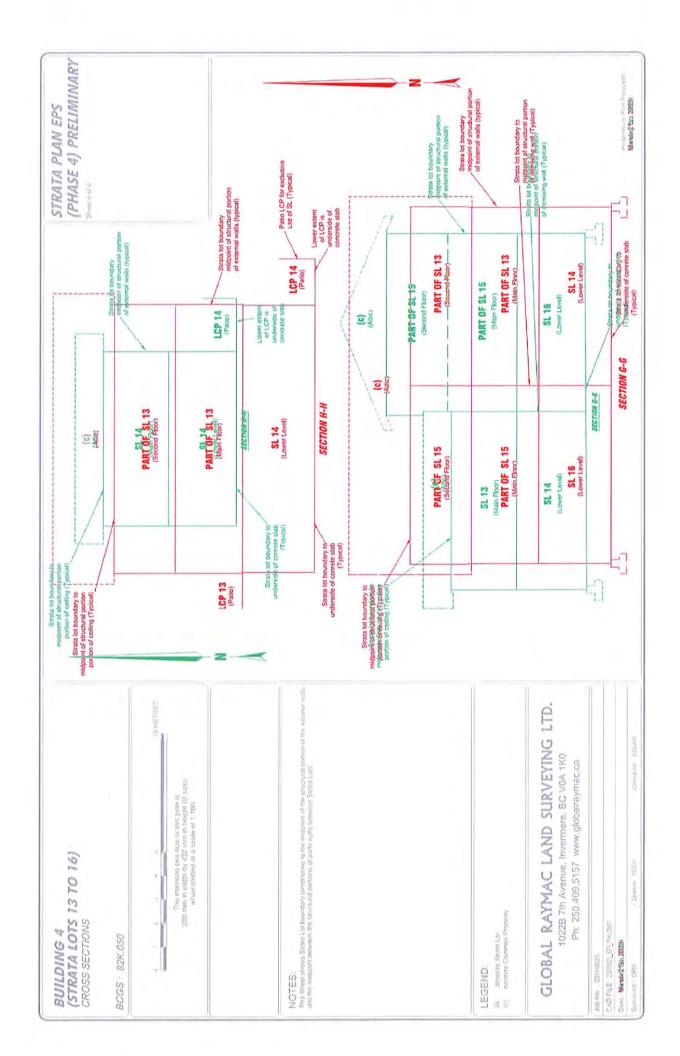


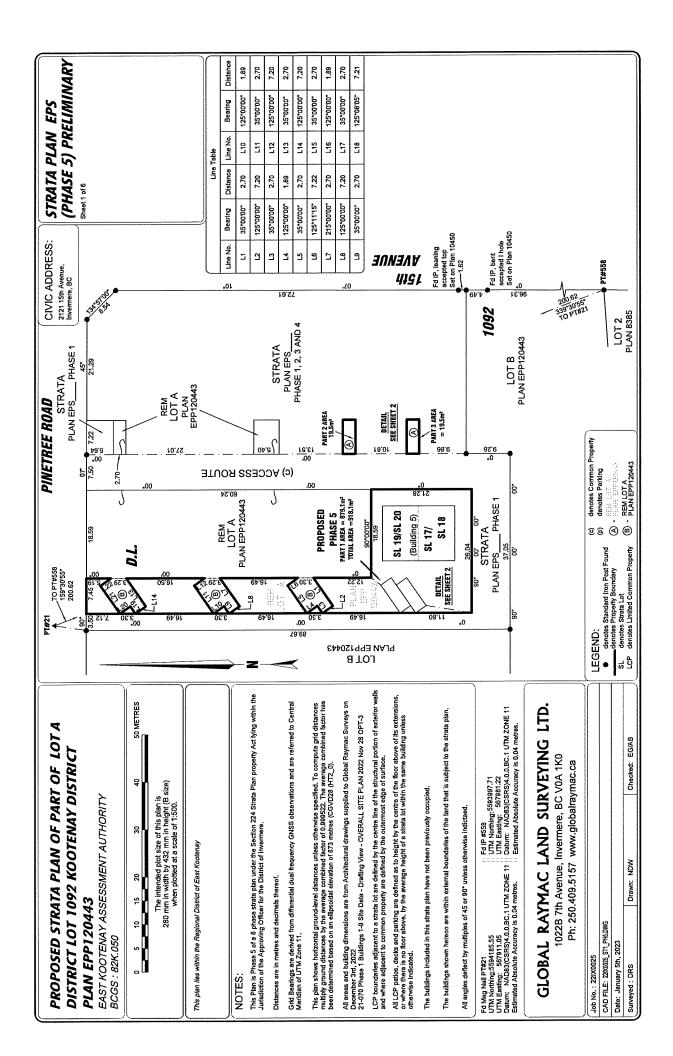
(PHASE 4) PRELIMINARY March 25, 2023 STRATA PLAN EPS JOHN AVENUE Sheet 2 of 6 477 9.76 = 3°33 = STRATA PLAN EPS PHASE 1, 2 & 3 PINETREE ROAD St 15/St 16 SL 13/SL 14 SL 13/SL 14 (Building 4) = 5-38= 8.02 REM LOTA SE PLAN PLAN EN PLAN EPP120443 REM 720 LOT A PLAN EPP120443 LCP 13 (p) 7.20 1CP 15 (p) SIS PLAN EPS PHASE 1 LCP 16 (p) LCP 14 (p) ACCESS ROUTE (c) 188 STRATA PLAN EPS LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of enteror walls and where adjacent to continon properly are defined by the outernost edge of surface. 5 Aff.LEP palies, dinder and particing are defined as to height by the exister of the flow above of its exercis or without blers as no floor above, by the premise height of a strata for within fine simile building unless DETAIL OF FOUNDATION FOR BUILDING 4 GLOBAL RAYMAC LAND SURVEYING 1022B 7th Avenue, Invermere, BC V0A 1K0 Ph. 250.409.5157 www.globalraymac.ca The interced protiste of this plan is 280 mm in width by 452 mm in height (B size) when profiled at a scale of 1,200. (STRATA LOTS 13 TO 16) LCP dendles Limited Common Property for the Exclusive Use of Demonsted Strato Lot (c) dendles Common Property Odinate to property lines are parphitoundellan valls. BCGS: 82K.050 CAD FILE: 210025 ST PH: Date: Mandury Stp, 2028 Joh No. 22000355 LEGEND: NOTES:

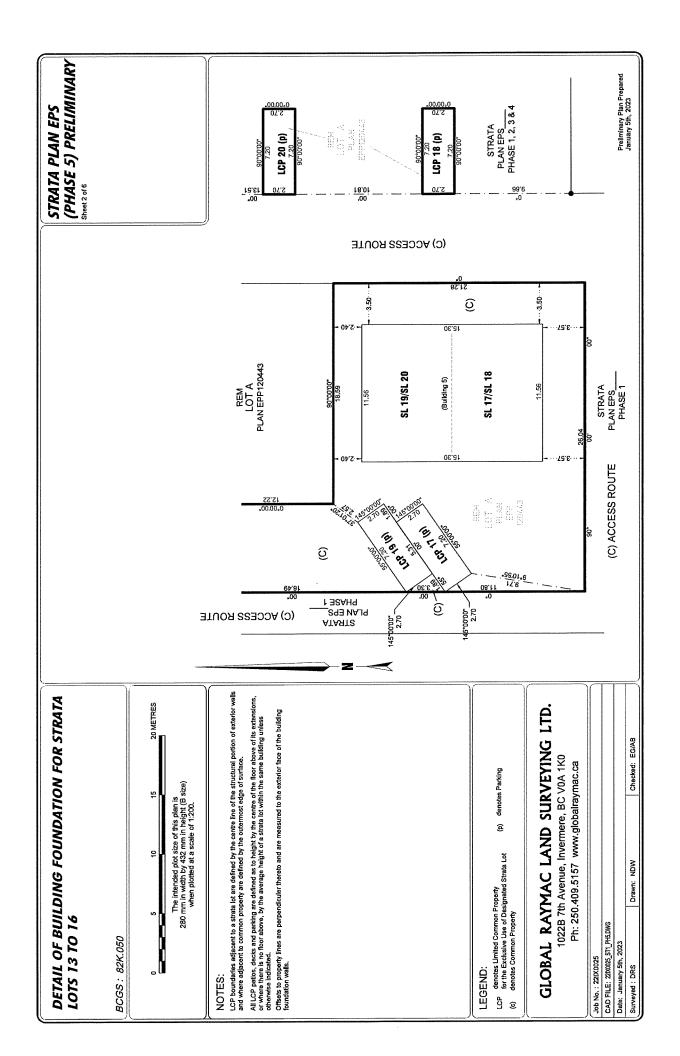


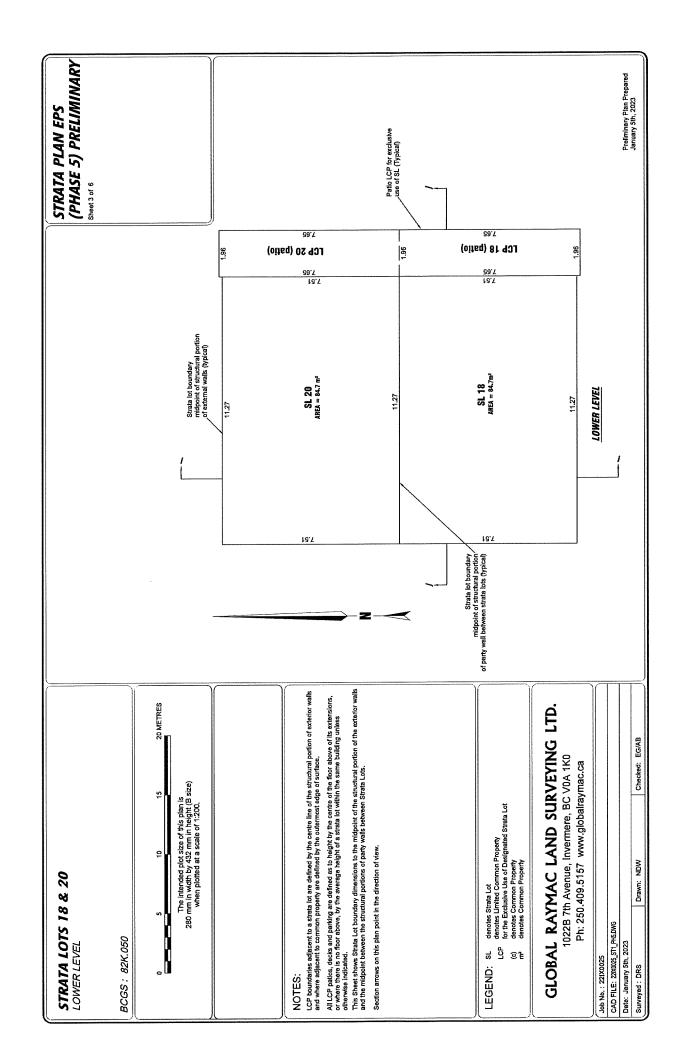


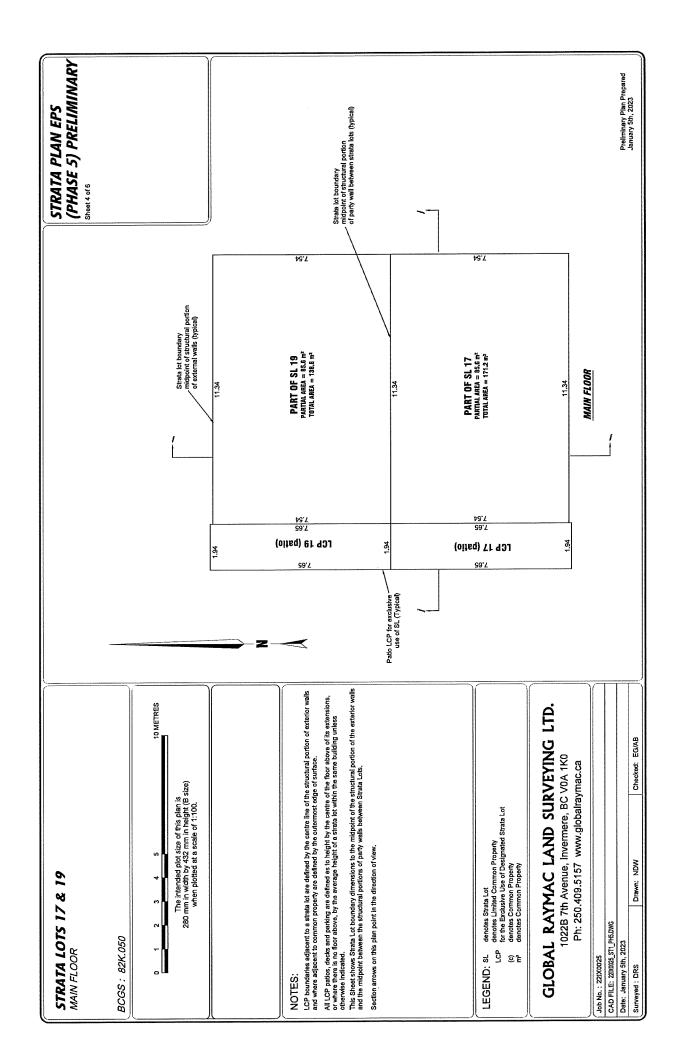


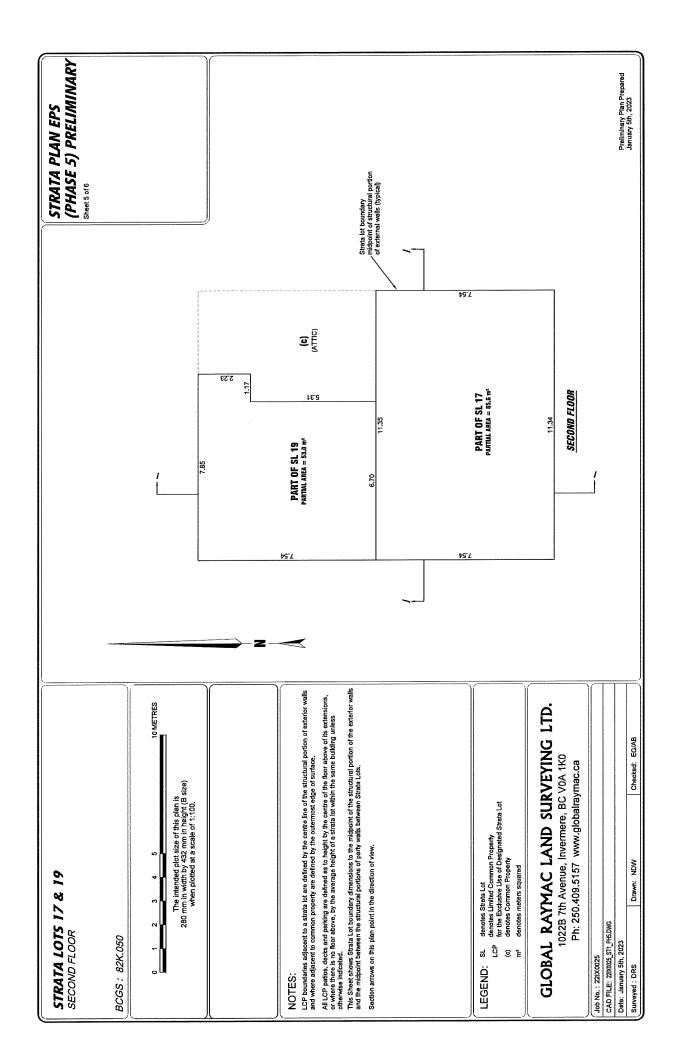


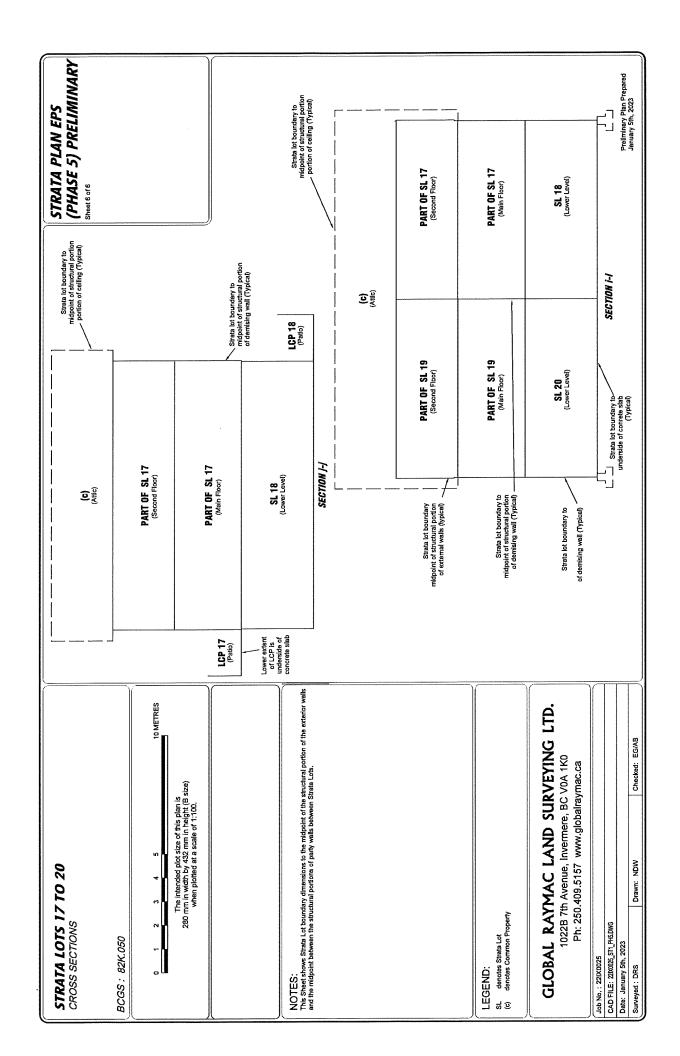


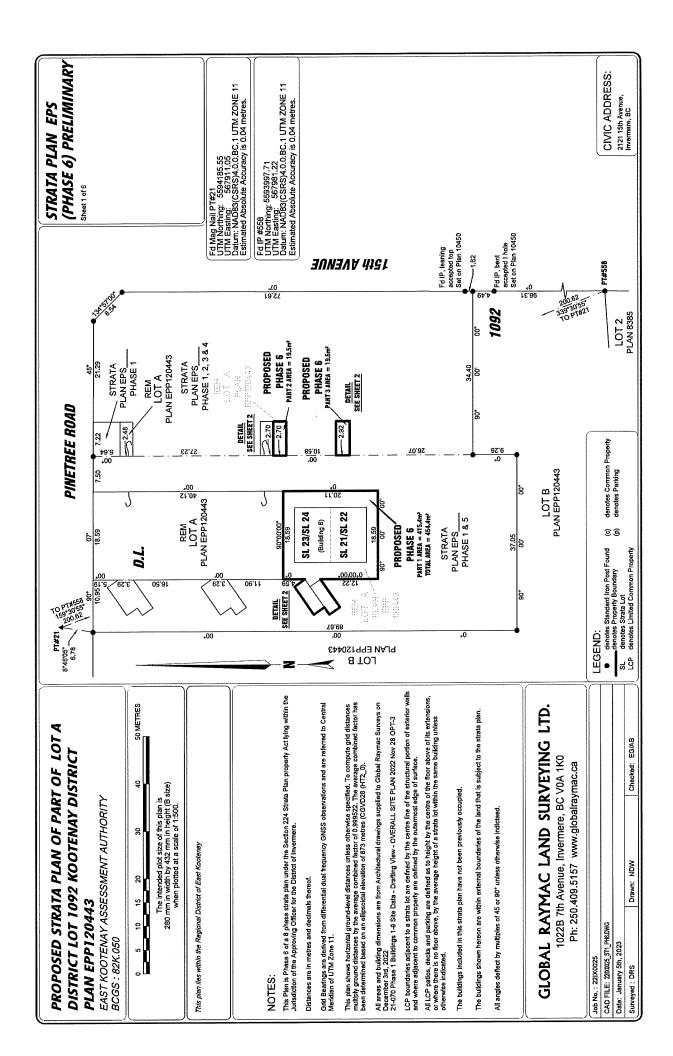


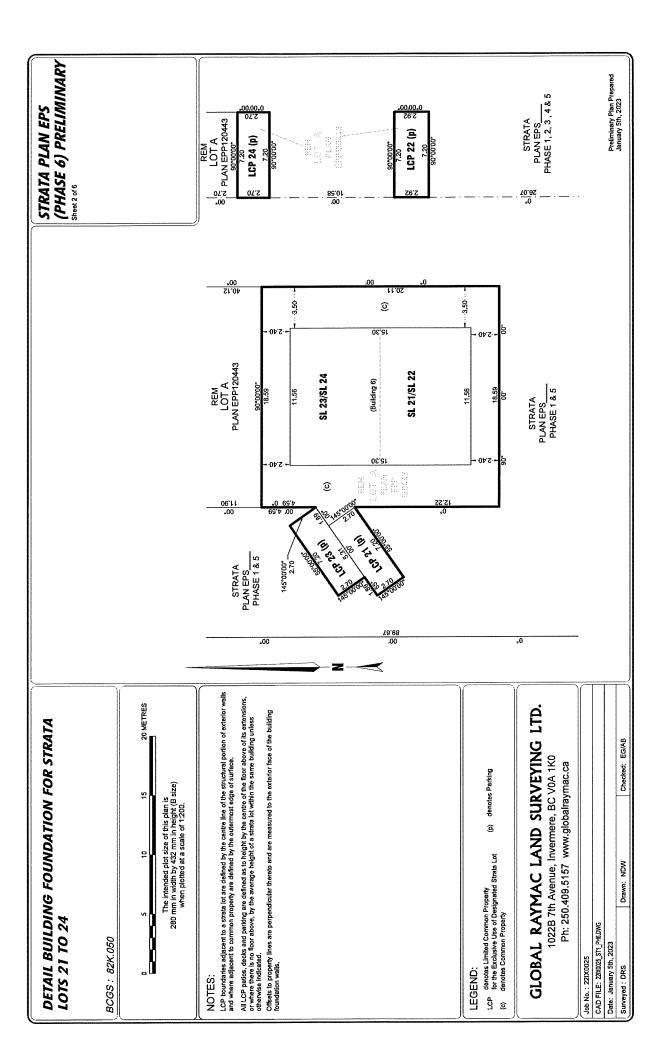


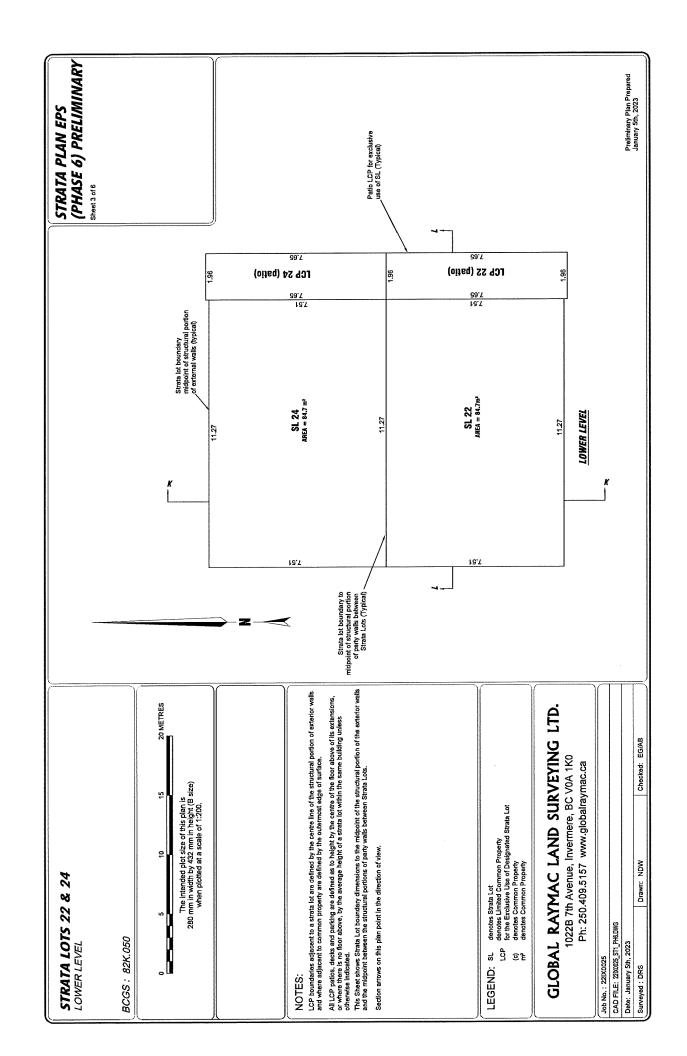


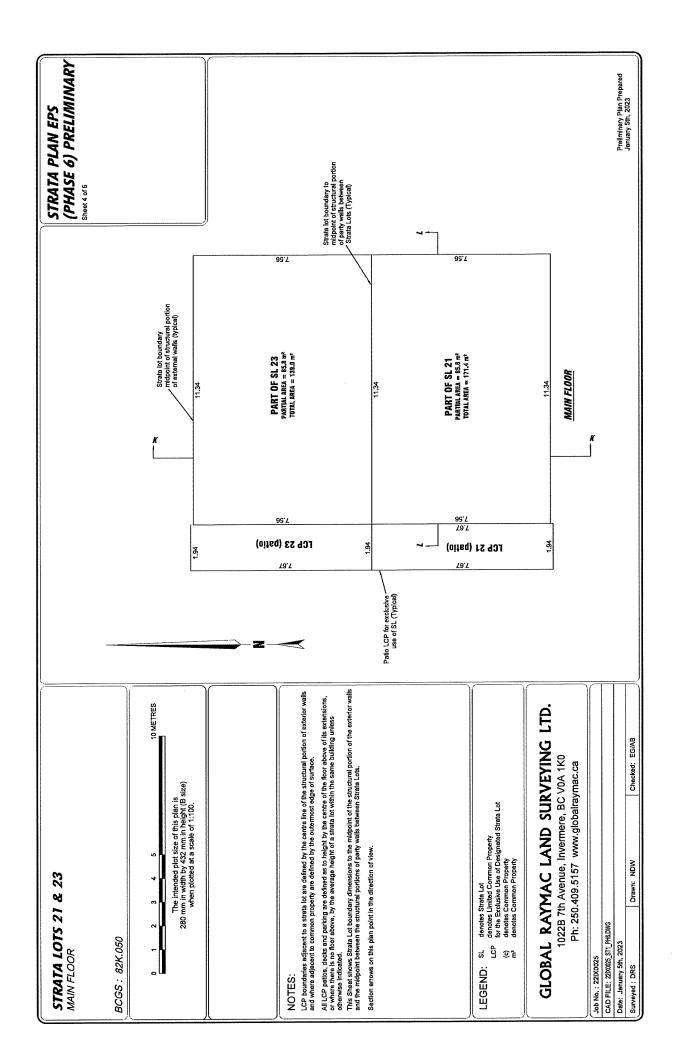


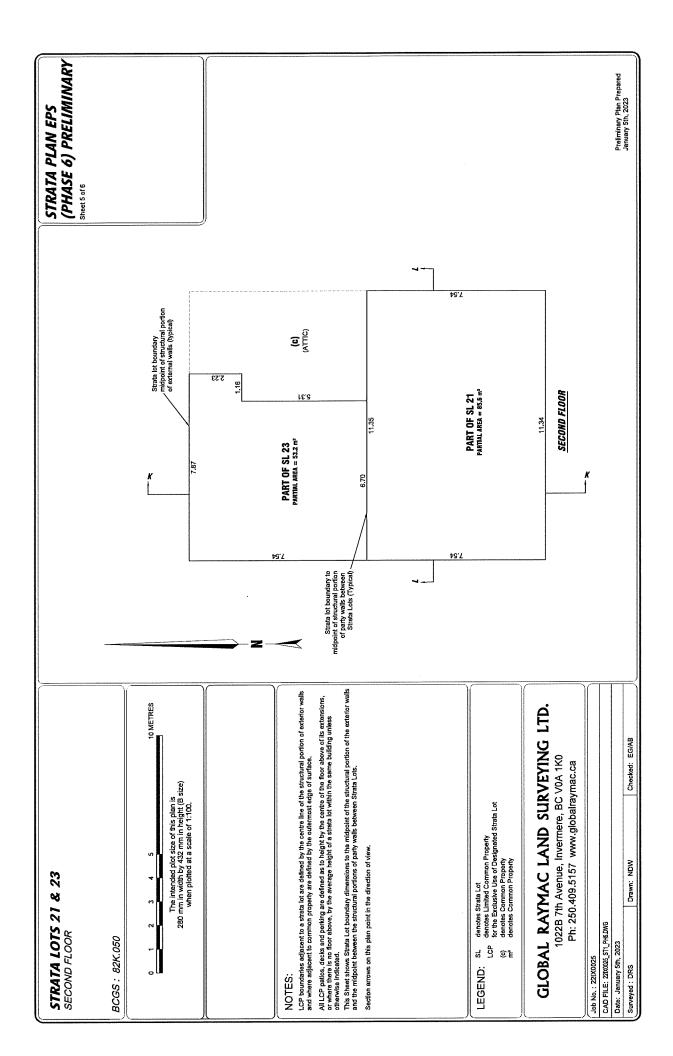


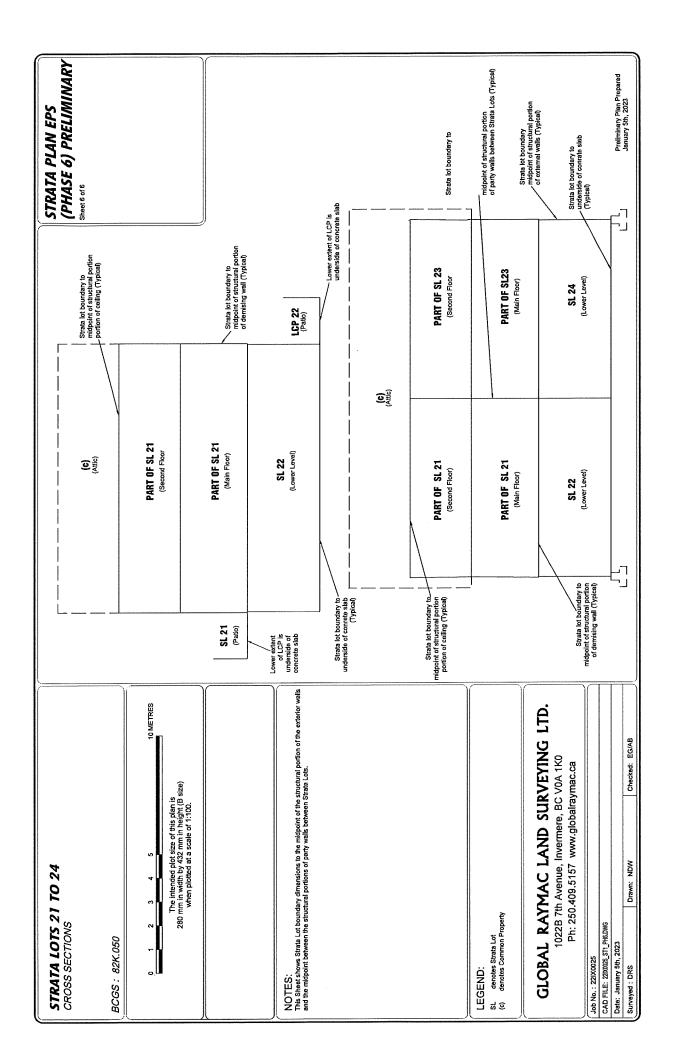


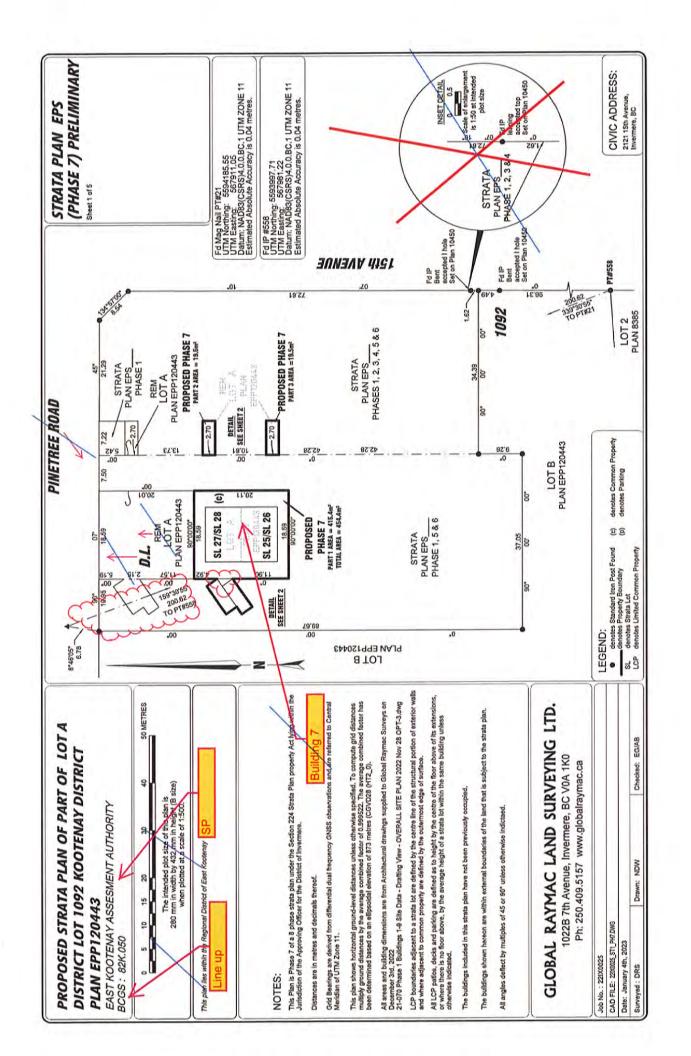


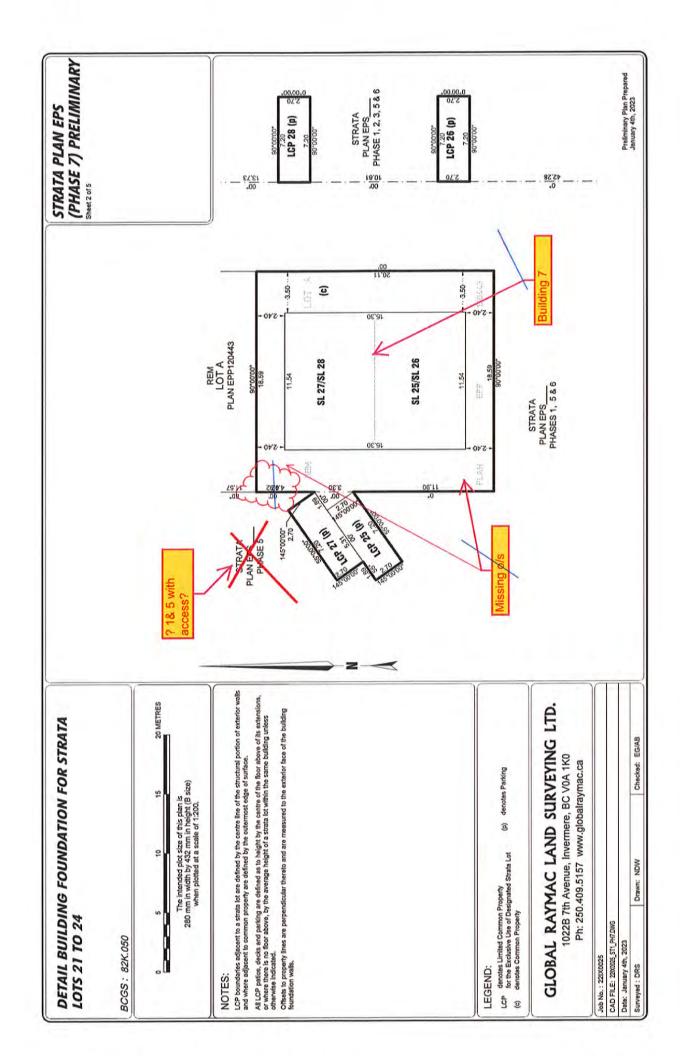


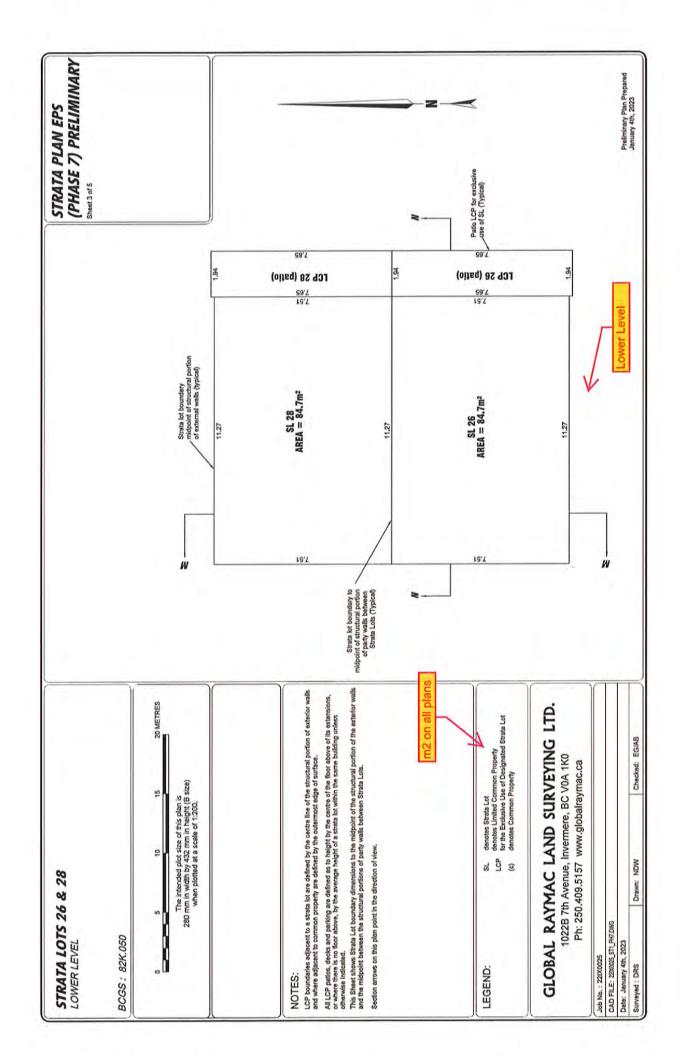


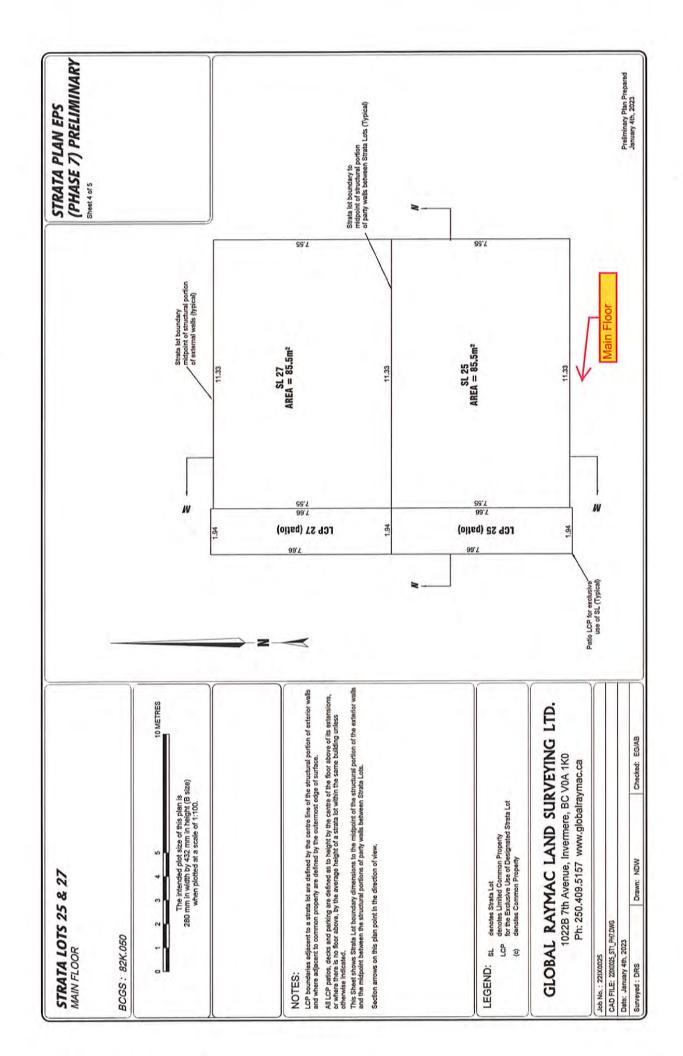


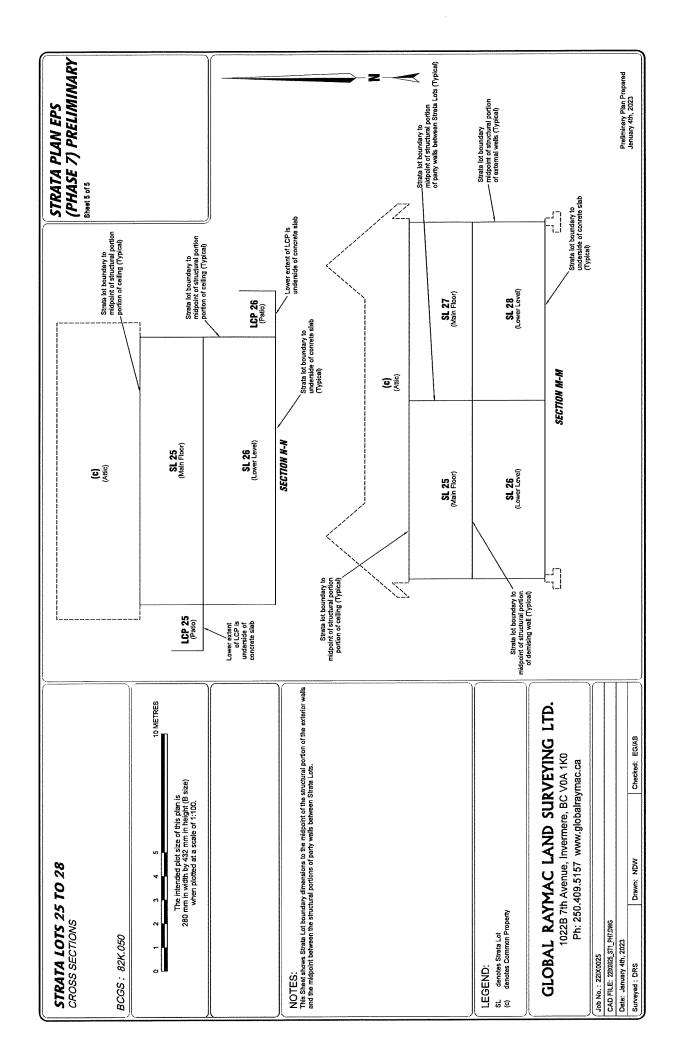


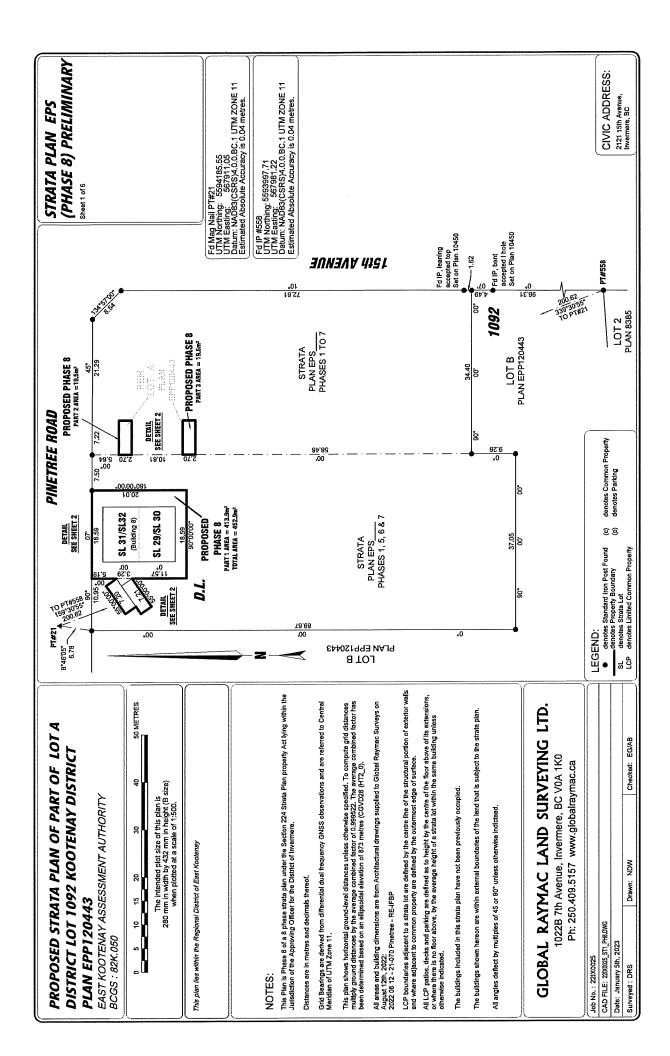


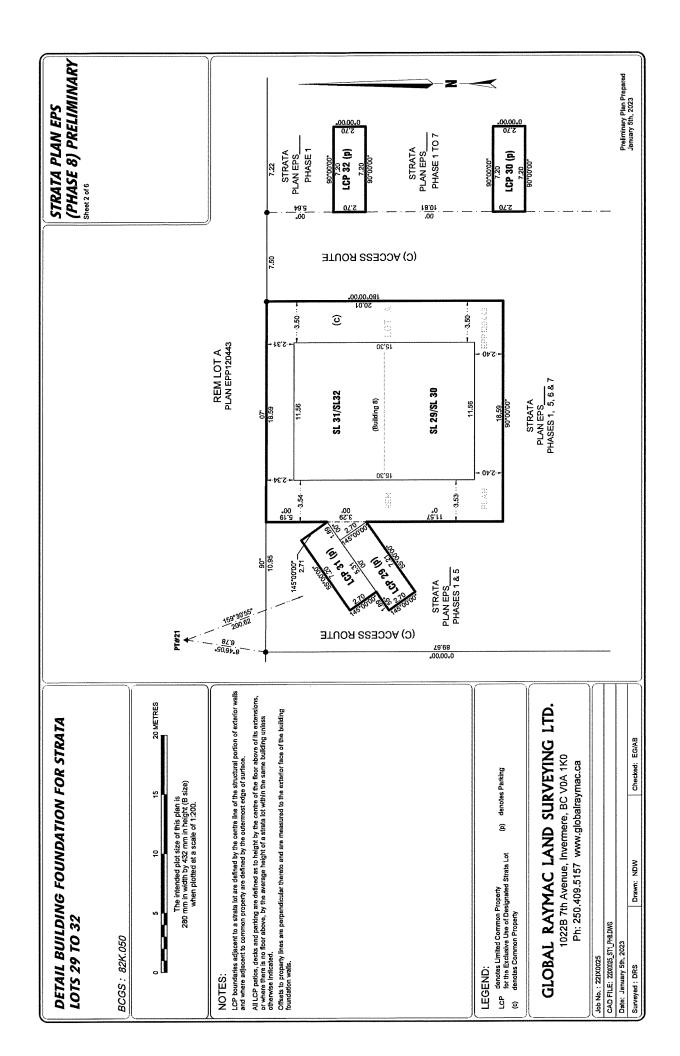


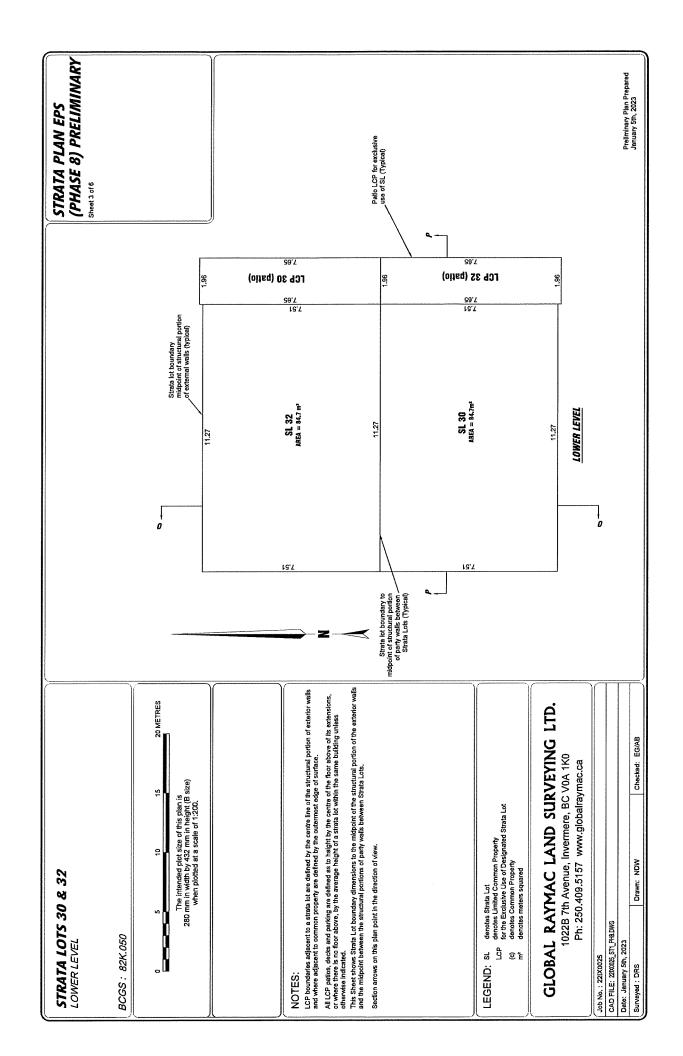


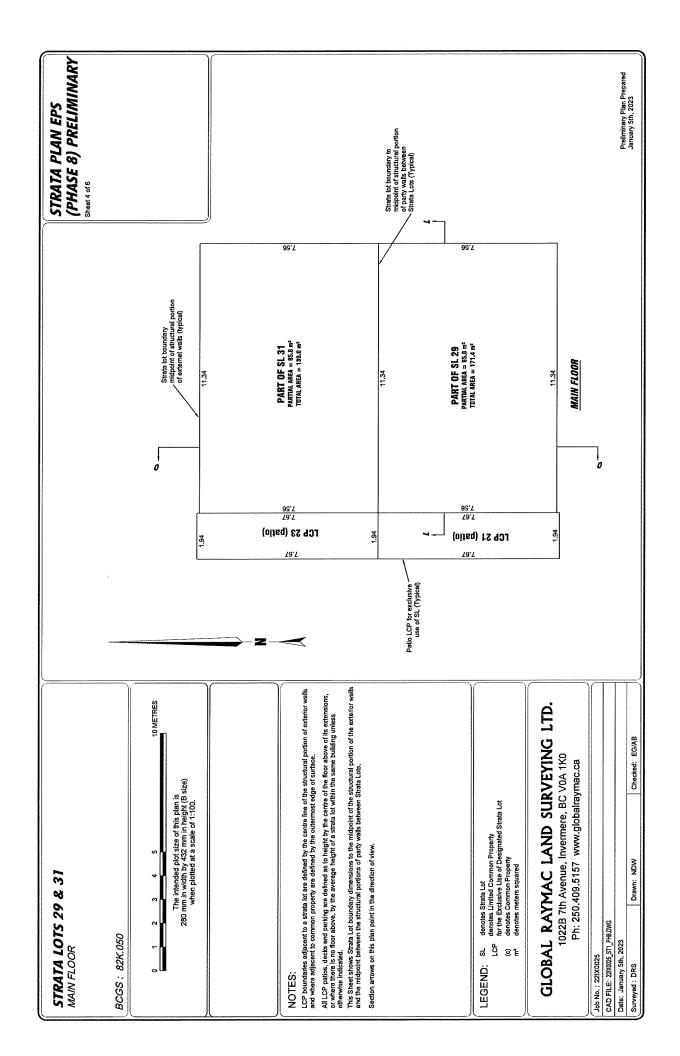


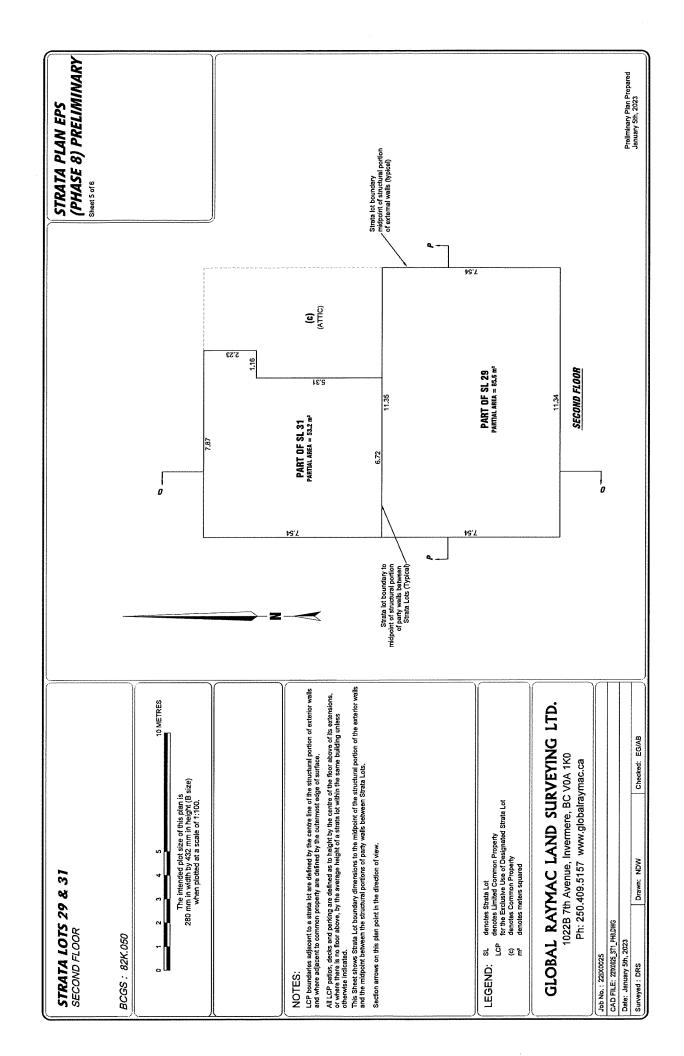












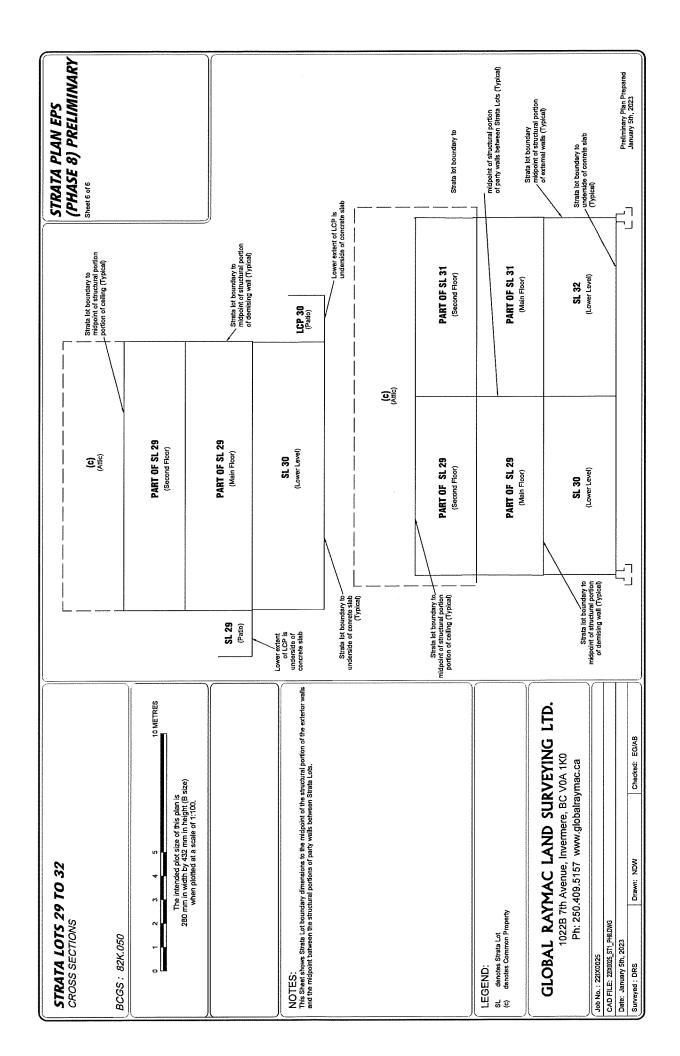


Exhibit C4

Phase 1

ASSEMBLY SCHEDULES

EXTERIOR WALLS

FLOORS

MI- 6" ICF EXTERIOR WALL

-CLADDING AS PER ELEVATIONS -AIR BARRIER -2 1/2" RIGID INSULATION
-5 1/2" RIGID INSULATION
-2 1/2" RIGID INSULATION
-2 1/2" RIGID INSULATION
-2 1/2" GYPSUM WALL BOARD

M2-6-ICF CENTRE MALL (1HR FRR) -1/2" GYPSUM MALL BOARD TYPE 'X
-2 1/2" RIGID INSULATION
-2 1/2" RIGID INSULATION
-2 1/2" GYPSUM WALL BOARD TYPE 'X WE EXTERIOR ABOVE GRADE WALL -1/2" GYPGUM WALL BOARD -2/1/2" RIGHD INSULATION -2/1/2" RIGHD INSULATION -1/2" GYPGUM WALL BOARD -1/2" GYPGUM WALL BOARD

CEILINGS

-CLADDING AS PER ELEVATIONS
-AR BARKERR
-1/2" PLIYHOGD
-2A4 MOCD STUDS @ 16" O.C.
-BATT INSULATION
-1/2" PLIYHOGD NA EXTERIOR SHED MAL

S

INTERIOR PARTITIONS

P1-2X4 INTERIOR PARTITION -1/2" GYPSUM WALL BOARD -2x4 WOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD P2-2X6 PLUMBING/BEARING PARTITION

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLIMBING FIXTURES -1/2" GYPSUM WALL BOARD -2X6 WOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD

8

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL FLIMBING FIXTURES P3-2X6 PURRED PLUMBING PARTITION -2X6 WOOD STUDS @ 16" O.C. -1/2" SYPSUM WALL BOARD

P4-2X4 EXTERIOR SHED PARTITION -1/2" PLYNOOD -2x6 MOOD STUDS & 16" O.C. -1/2" PLYNOOD PS- PARTY WALL (1 HR FRR, STC 51)

-2X4 WOOD STUDS & 16" O.C. -5/8" TYPE X GYPSUM WALL BOARD 5/8" TYPE X GYPSUM WALL BOARD -2x4 WOOD STUDS IS 16" O.C. -1" AR SPACE

NOTE: INSTALL FULL HEGHT MOISTURE RESISTANT BOARD BEHIND ALL PLIMBING FIXTURES

SHEET CONER

STAILE: AS indicated
DIAWN: RKD
CHECKED: IM /RR

A0.0

OCT 21 21-0-12

L

BATIT DHIWARD

Generation Homes Phase 1, Lot 4 Pinetree Meadows

PROJECT TITLE

15 Ave Invermere BC

Berry Architecture + Associates Suite 200, 5218-50 Avenue Red Deer, 14N 455

Phone: 403-314-4461 Contact: Rebecca Davidson

ARCHITECTURAL SHEET...

DO NOT SCALE DRAWNGS, CONFIRM ALL DIMENISIONS ON SITE AND REPORT DISCREPANCIES TO OWNER AND ARCHITECT.

berry architecture +associates

ALL MORK COMPLES WITH THE REQUIREMENTS OF THE NATIONAL BUILDING CODE - 2018 BCBC EDTTON AND LOCAL ORDINANCES.

SEALS

COORDINATE ALL NFORMATON PROM ALL ARCHTECTIRAL STRUCTURAL, MECANICIAL ELECTRICAL AND CIVIL COMBLITATS DOCUMENTS. COORDINATE DIMENSIONS REGISTED FOR THE FITTING OF ALL COMPONENTS AS NECESSARY TO BASINE THER SOAD OPERATION UPON COMPLETON.

ALL, MALL, FLOOR, AND ROOF ASSEMBLES SHOWN ON THE CONSTRUCTION ASSEMBLY PAGE SHOW TRUE REPRESENTATION OF COMPLETED CONSTRUCTION
AGENIELY RETRY TO SPECIFICATIONS FOR ADDITIONAL
AGENIELY INFORMATION THESE AGENIELISS SUFFICIENT
THE COMPLETED POTALLS AND NOTATION COMPLETED ON
THE FOLLOWING CONSTRUCTION PRAVMINGS.

REFER TO STRUCTURAL FRAMING PLANS FOR LOCATIONS OF ALL INTERIOR LOAD BEARING ASSEMBLIES AND SHEAR WALL LOCATIONS.

O THIS IS A COPYRIGHT DRAWING AND SHALL NOT BE REPROVICED OR REVISED WITHOUT WRITTEN PERMISSION OF BERRY ARCHITECTURE

REVISIONS + ISSUES

ALL GYFGAN BOARD IN BATHROOMS AND COMMERCIAL KITCHENS SHALL BE MOISTURE RESISTANT TYPE. ALL EXTOSED CONCRETE WALL CORNERS SHALL BE CAUMMERED.

| z ect | |
|--------|------------------------------|
| Number | Sheet Name |
| 60.0 | COVER SHEET |
| 41.0 | CODE REVIEW |
| 42.0 | SITE PLAN + BYLAW REVIEW |
| A3.0 | BASEMENT FLOOR FLAN |
| A3.1 | MAIN FLOOR PLAN |
| A3.4 | ROOF PLAN |
| 44.0 | EXTERIOR BUILDING ELEVATIONS |
| 1.44 | EXTERIOR BUILDING ELEVATIONS |
| A4.3 | EXTERIOR BUILDING ELEVATIONS |
| 44.4 | EXTERIOR BUILDING ELEVATIONS |
| 45.0 | BUILDING SECTIONS |
| 46.0 | CONSTRUCTION DETAILS |
| A6.1 | CONSTRUCTION DETAILS CONT. |
| 46.2 | CONSTRUCTION DETAILS CONT. |
| 0.14 | DOOR + WINDOW SCHEDULES |
| | |

GENERAL NOTES

ALL 6.1. FLASHING EXPOSED TO VIEW SHALL BE PRE-FINISHED.

DO KANTAN CONTINUOS FIEST KATTE VERBATION KOLVO MANITOR ROOMS STORAGE ROOMS, AND MEDANICAL ROOMS, CARRY WALLS TO INDERSIDE OF STRUCTURE. II. FROVITE CONTINUOS SEALANT AROND BOTH SUES OF ALL DOOR AND VINDON FEAVER.

12. IN ALL LOCATIONS WHERE OFFBUM BOARD ABUTS A DESMILLAR WHITENLY, LES A MILCOR ALMOUR LYTEN AT EDGE SAFACES, ALLON YOM 14. G.AP. EX DOOR, INNDON FRAME, CONCRETE, BRICK ETC.

15. ROAPE CORNETS WALL, CONCRETE, BRICK ETC.

15. SAFACES CORNETS BEAD FOR ALL ENFORCED OFFSUM WALL.

ALL WOOD COMPONENTS DIRECTLY ATTACHED TO CEMENTITIOUS MATERIALS AND DIRECTLY UNDER EXTERIOR ALLMINUM SILLS SHALL BE PRESSURE TREATED.

FURR-IN ALL EXPOSED MECHANICAL AND/OR ELECTRICAL COMPONENTS IN FINISHED AREAS, AND AS INDICATED.

SEE VECHNICAL AND ELECTRICAL FOR EXACT THESE AND
MANTHY OF PERIOPERS, GRALLES, FINTANESS, AND
EQUIPMENT, CO-OCDIVATE STEES AND EXACT LCS. AND ONE
TO A RICHIEGURAL, REFLECTED CELING PLAYS AND/OR
DETAILS.

ALMIC AND EACH AROUND ALL DICTS AND PIETS PASSING.

THROUGH FIRE RAIDD PARTITIONS AND FLOOR ASSENBLES WITH APPROVED (U.C.) KASTIC CALLENG.

REACHER CAOSISTAL SELLANT AT LINCTIONS OF SOND RATED FARTITIONS.

NORTH ARROW

DRAWING SYMBOLS LEGEND

WINDOW TYPE TAS, REFER TO SCHEDULE DOOR TAS REFER TO SCHEDULE

 \bigcirc

FI- 11" T.J. SOUND INSULATED. 1HR FRR

-viryt Plake Flooring
-10' 055 The Subfloor
-10' 055 The Subfloor
-10' 055 The Subfloor
-10' 055 The Subfloor
-10' 055 The Subflooring
-10' 055 Th

DETAIL INDICATOR ROOM TAS ROOM NAME

WALL SECTION INDICATOR PAGE CROSS REPERENCE DETAL # Ref.

VINT, PLANK FLOORING
VAPO, REMORE, WIDERLAY
VAPO, REMERE
STEMICRCED CONCRETE SLAB (AS PER
STEMICRCEM,
STRUCTURAL)
STRUCTURAL)

BEARING) -COMPACTED GRAVEL (AS PER STRUCTURAL)

FP-INSULATED BASEMENT SLAB

VIEW DIRECTION OF SECTION PAGE CROSS REFERENCE SECTION #

BUILDING SECTION & ELEVATION INDICATOR - VIEW DIRECTION OF ELEVATION

-DMENSIONAL LUMBER FRAMING/FURRING A-YAPOAR BARCIER (WHEN EXPOSED TO ATTC.) -1/2" SAG RESISTANT GYPSUM BOARD -LOM PROFILE TEXTURED FINISH

CO1- FINISHED CELLING

PAGE CROSS REFERENCE ELEVATION INDICATOR

KENNOTE INDICATOR CH= 3000 **6**·

PLYMOOD SHEATHING (AS PER STRUCTURAL) OPEN WED TRUSSES (AS PER STRUCTURAL)

RI- INSULATED TRUSS ROOF

ROOFS

ASPHALT SHINGLES

BLOWN CELLULOSE RSO C/N HEEL STOPS SOFFITS AND FASCIA AS PER ELEVATIONS

R2- UN-INSULATED CANOPY ROOF

ASPHALT SHINGLES? METAL?

MILLWORK KENNOTE INDICATOR ٥.

(E)

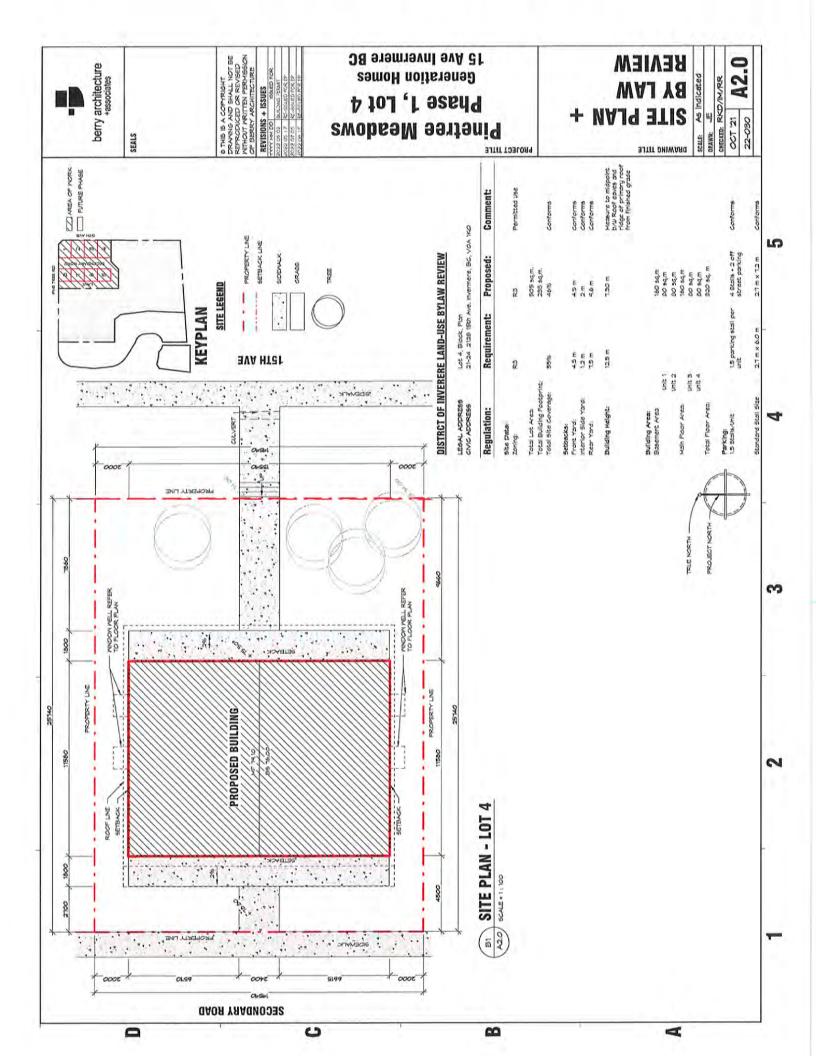
-PLYMOOD SHEATHING (AS PER STRUCTURAL) -DIMENSIONAL FRAMING (AS PER STRUCTURAL) -SOFFITS AND FASCIA AS PER ELEVATIONS

WALL TYPE SYMBOL ROOF TYPE SYMBOL

(2)

FLOOR TYPE STABOL WALL FINISH TAS

2



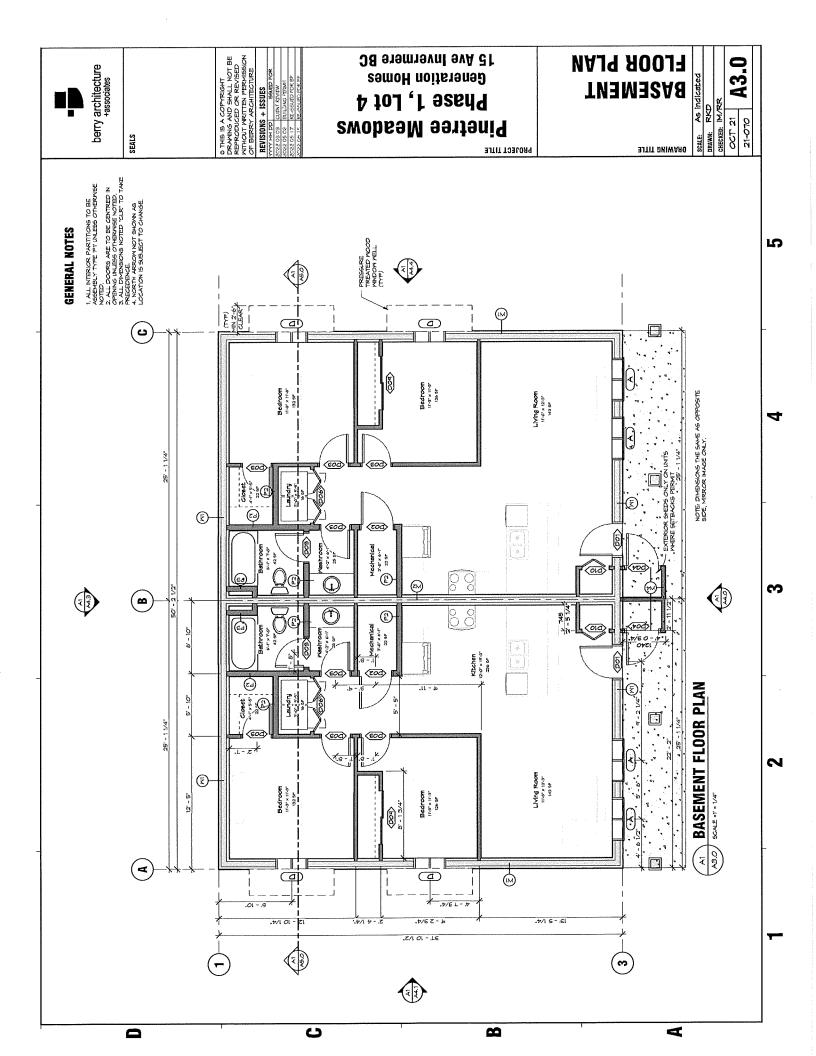
| ا سر | | architecture | | | | | RIGHT | HALL NOT BE R REVISED I PERMISSION ITECTURE | UES SSUED FOR PERMIT | D FOR BP | | səwo | oH noi | Senerati Istanog In eve in |) | Λ | E BEVIEV | QD | |
|--|--------------|---|--|---|--|--------------|---|--|--|---|--|--|---|--|--|---|--|---|---|
| | | berry architecture | | SEALS | | | THIS IS A COPY | DRAWING AND SHALL NOT BE REPRODUCED OR REVISED WITHOUT WRITTEN PERMISSION OF BERRY ARCHITECTURE | THEVISIONS + ISSUES THE MADD 155UE 022 05 02 BUILDING PERFORMATION PROPERTY BUILDING PERFORMATION PERFORMA | 2022 07 05 KE-65UR | | swobs 4 to | | etree hase | | acong | | TIT ÐNIW | State: 1:1 CHECKEN: JE CHECKEN: JE CHECKEN: JE CHECKEN: ACT 21 COCT 21 AT 22-030 AT 22-030 |
| | Proposed: | | Heat Recovery Ventilators (HRV) provided | | 19.67 | 0.4 2 | N.A. Heat Recovery Ventilators (HRV) provided | Ş | 10,4 10,4 10,4 10,4 10,0 | e majrant hacement clab OC. | value of 2.64 | 9TC 44 celling provided, STC 47 walls provided (refer to schedule) chavent checked the ratings on these assemblies, need for review and revise if not meeting, please | try and let me know | Number of degree days 4150. Notiture index of 0.51. Secondary plane of protection not required. this data can be found in appendix c, find the closest city in the list. | | ICF wall construction compiles with requirements as nated, utilized non-moisture sensitive materials and does not include intersecting floor assemblies. | | | |
| | Requirement: | | The effective thermal resistance of above- ground opaque building assembles or portions | thereof shall be not less than that shown for the applicable heating-degree day category in b) Where the ventilation system includes heat-recovery equipment | | | | | s: 2.45 s: uninsulated s: 1.46 1.46 | | categories noted above, the more stringent | vance stain pppy A dwelling unit shall be separated from every to the space in a building in which noise may be up a penerated by a separating assembly and adjoining constructions, which together provide an apparent sound transmission class. | (ASTC) rating of not less than 47 | exterior walls exposed to precipitation shall Number of degree days 4T5O, be protected against precipitation ingress by Moisture index of 0.51, secondary an exterior cladding assembly consisting of a plane of protection not required, first plane of protection and second plane of this data can be found in protection and second plane of this data can be found in protection red protection incorporating a capillary breast, appendix C, find the closest clip where a) the number of degree-days is less in the list. | than 2400 or more, and the moisture index is greater than 0.90 or b) the number of degree days is 3400 or more, and the moisture index is greater than 1.00 | in exterior walls described in Sentence (5), the first and second planes of protection need not incorporate a capillary brest, where a) it can be shown that omitting the capillary brest will not adversely affect the performance of the building assemblies c) | the wall is constructed of normoisture sensitive materials, and intersecting or supported floors are also constructed of non-moisture-sensitive materials, or ii i) is constructed as a mass unail of sufficient thickness to minize the transfer of moisture to the interior | | |
| | Regulation: | Thermal Characteristics Climate Zone 6 | 4.36.2. 6 . 1) b) | Minimum Effective Oct | Cellings below attics: | Nalls: | 4.36.2.8. | Minimum Effectiv | Foundation wais: Unheated Floors below Frost line: Unheated Floors above Frost line: Clab on oracle with integral | Footing: | · · · · · · · · · · · · · · · · · · · | Sound Transmission 4,11,1,1) | Required Protection from Precipitation | | | 4,27,22.6) | | | |
| | Proposed: | Group C - Residential | 2 Stories | 8 c c c c c c c c c c c c c c c c c c c | 11. per 02.0 | Proposed: | 45 min Fire Resistance Rating provided within duellings, 1 hr Fire Resistance Rating provided between suites | 45 min Fire Resistance Rating provided within dwellings, 1 hr Fire Resistance Rating provided | Detween suites | a 45 min Fire-Resistance Rating | Proposed: | n 1 hr Fire-Resistance Rating provided | g Limiting distance no less than 4.0m provided throughout. All openings comply with limits stated in Table 9,10.14,4 A | Information only | Information only al | Max travel distance 1 storey | Windows comply, refer to schedule | Nindow wells provided in conformance | Windows provided |
| BRITISH COLUMBIA BUILDING CODE - 2018 EDITION REVIEW | Requirement: | Group C - Residential | up to 3 stories | | NOT MOTE THAN 800 84.m. | Requirement: | Except as permitted in sentences (2) to (4), all floor assemblies shall be constructed as fire separations | Fire resistance rating not less than 45 min | No rating required | Loadbearing walls, columns, and arches shall have a fire-resistance rating not less than that required for the commonted accomplic (45 min) | Requirement: | Residential occupancies shall be separated from 1 hr Fire-Resistance Rating all other major occupancies by a fire separation provided having a fire-resistance rating of not less than in | A limiting distance equal to half the actual limiting distance shall be used to input requirements where Fire department response time exceed 10 min. | moke alarms conforming to CANVULC-5531 It is installed in a) each duelling unit b)each pipe room within a duelling unit, and c)ancillary common spaces not in duelling units in a house a secondary suite | Smoke detectors are permitted to be installed in lieu of smoke alarms as stated in sentence (3) are permitted to sound localized alarms uithin individual suites, and need not sound an alarm throughout the rest of the building. | every duelling unit containing more than 1 storey shall rave exist or egress doors located so that i shall not be necessary to travel up or down more than 1 storey to reach a level served by a) an egress door Or b) an exit doorway not more than 15m above ground level. | Each bedroom shall have at least one outside whichou or exterior door openable from hiside without the use of kag, bools or special knowledge and without the removal of sashes or hardware The unidous shall provide an unostructed opening of not least than 0.28 cm with no dimension leas than 38 cm and maintain the required opening adminish and maintain the required opening adminish an emergency without the need for additional europer. | A window well, a clearance of not less than 160mm shall be provided in front of the window | A window or access panel providing an opening not less than 1100 mm high and 550 mm wide and having as linelith of not nore than 400 mm above the floor shall be provided on the second and third storeys of every building in at least one wall facing on a street if such storeys are not sprinklered |
| BRITISH COLUMBIA BUILDI | Regulation: | Occupancy Classification | 9.10.2.1. Building Height | | Randon de Reservation de la companya della companya de la companya de la companya della companya | Regulation: | Floor Rating q.10.9.4.1) | Cellings 4.10.4.14 | Roof Rating 4.10.8.1 1) | Loadbearing Rating 4.10.8.3. | Regulation; | Separation of Residential Occupancies 4.10.4.11 1) | Limiting Distance 9.10.14.3. | Smoke Alarms 9,10,191, 1) | 9,10,19,4, 4) | Egress from Dwelling units q.q.q.1 1) | Egress from Bedrooms 4.4.10.1. 1),2) | 4,4,10,1, 3) | 4.10.20.1. 1) |

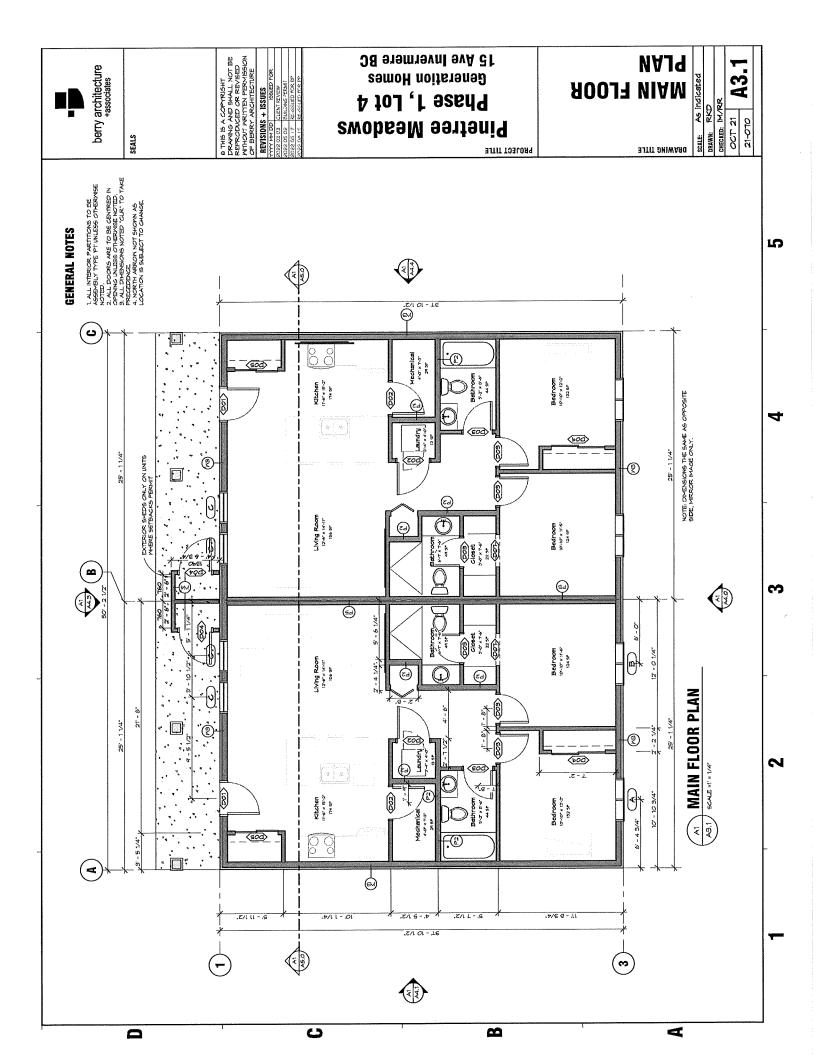
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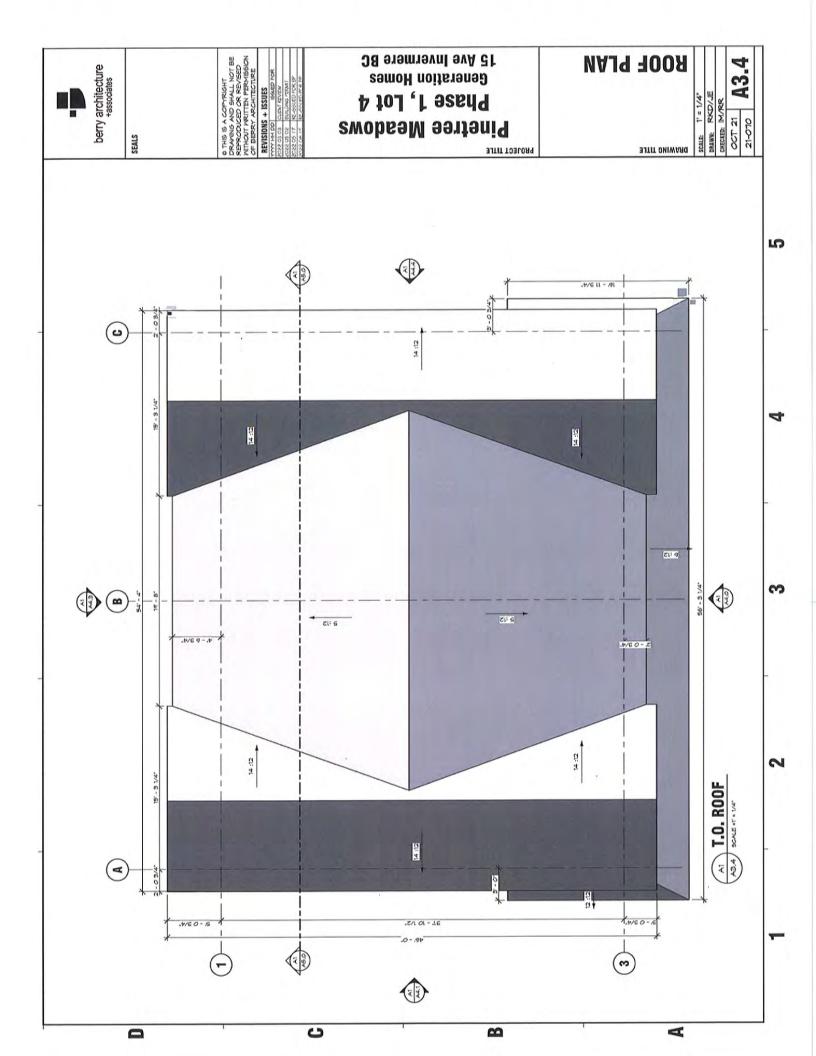
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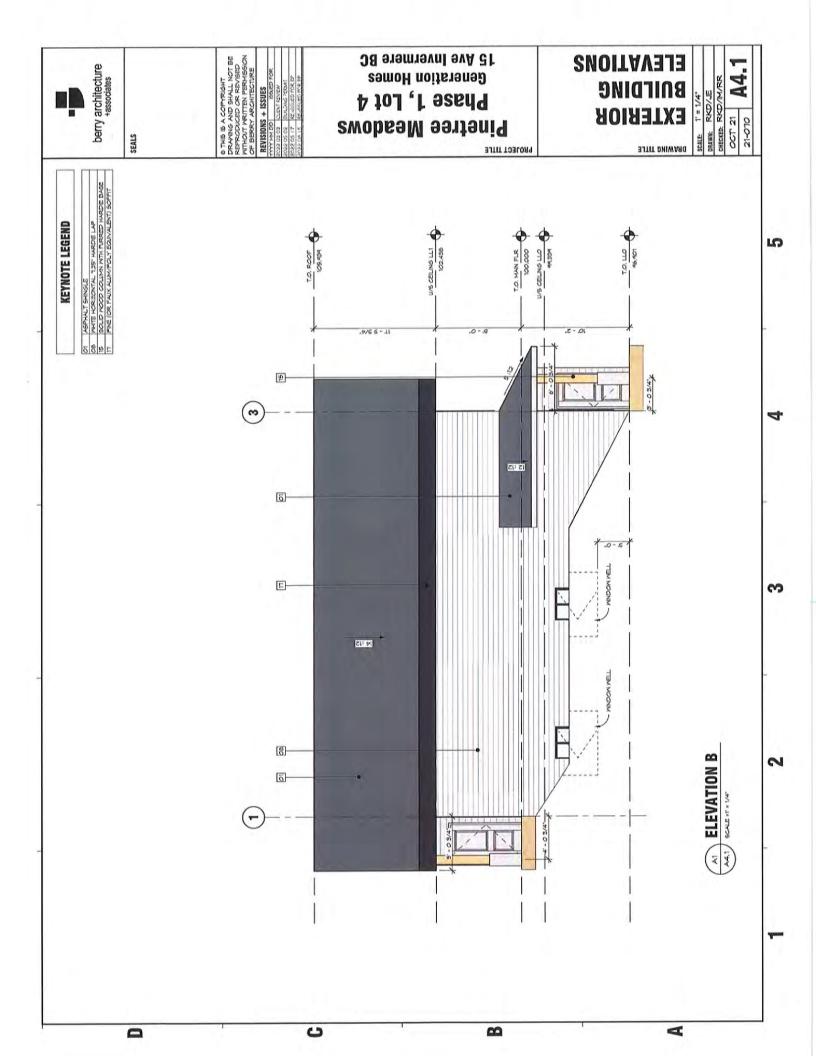
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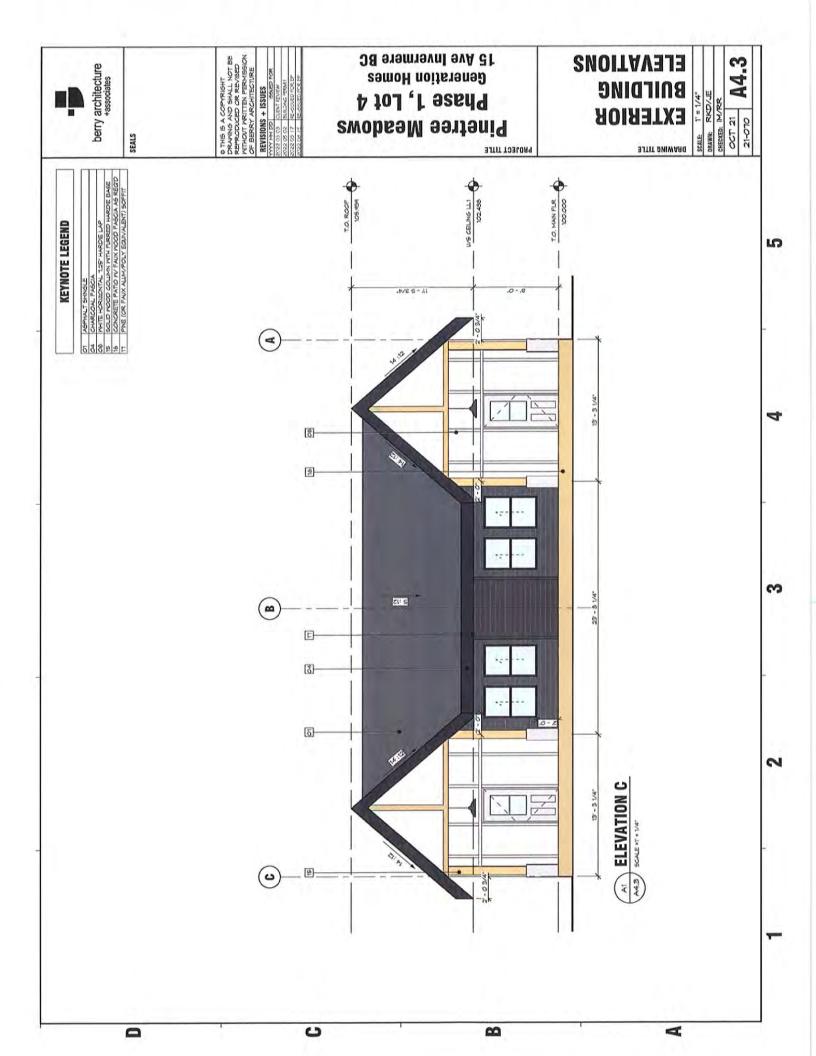


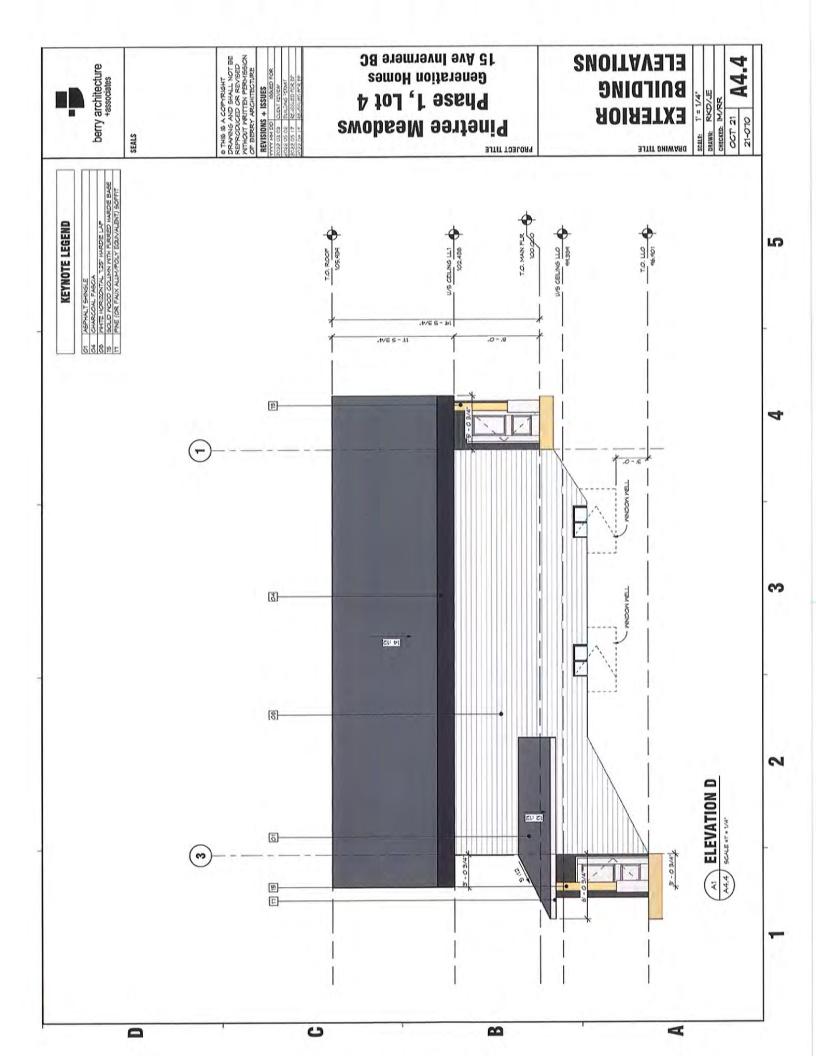


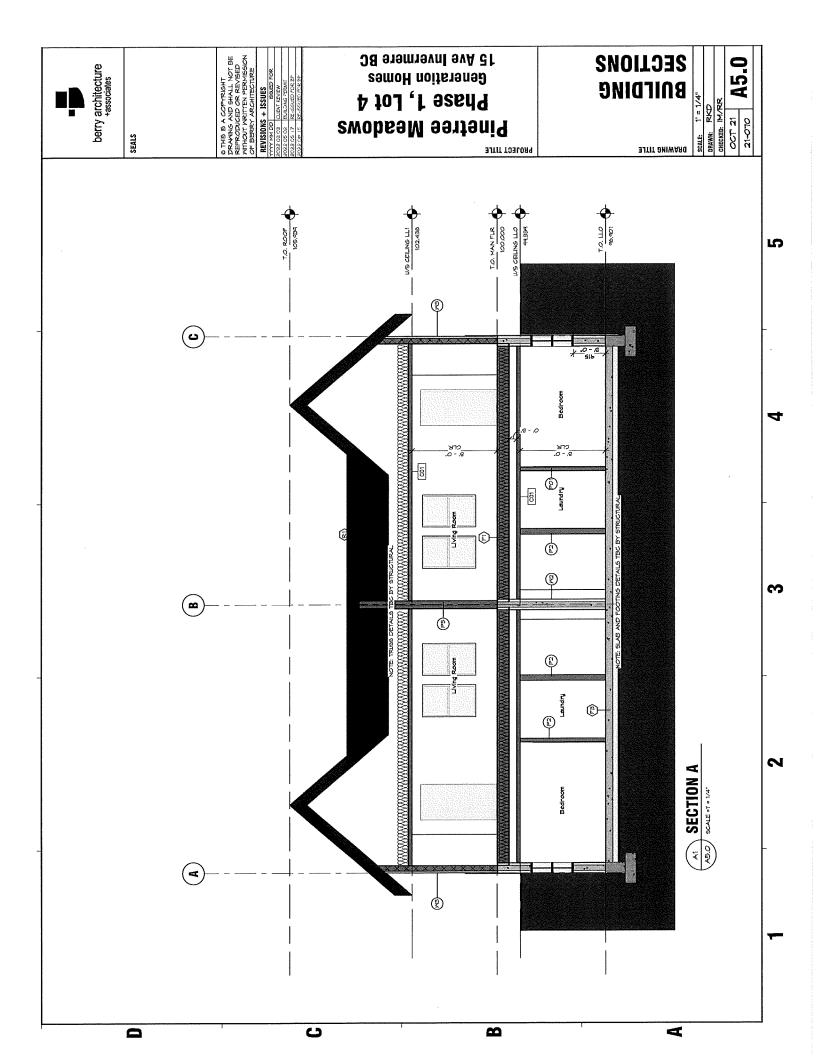


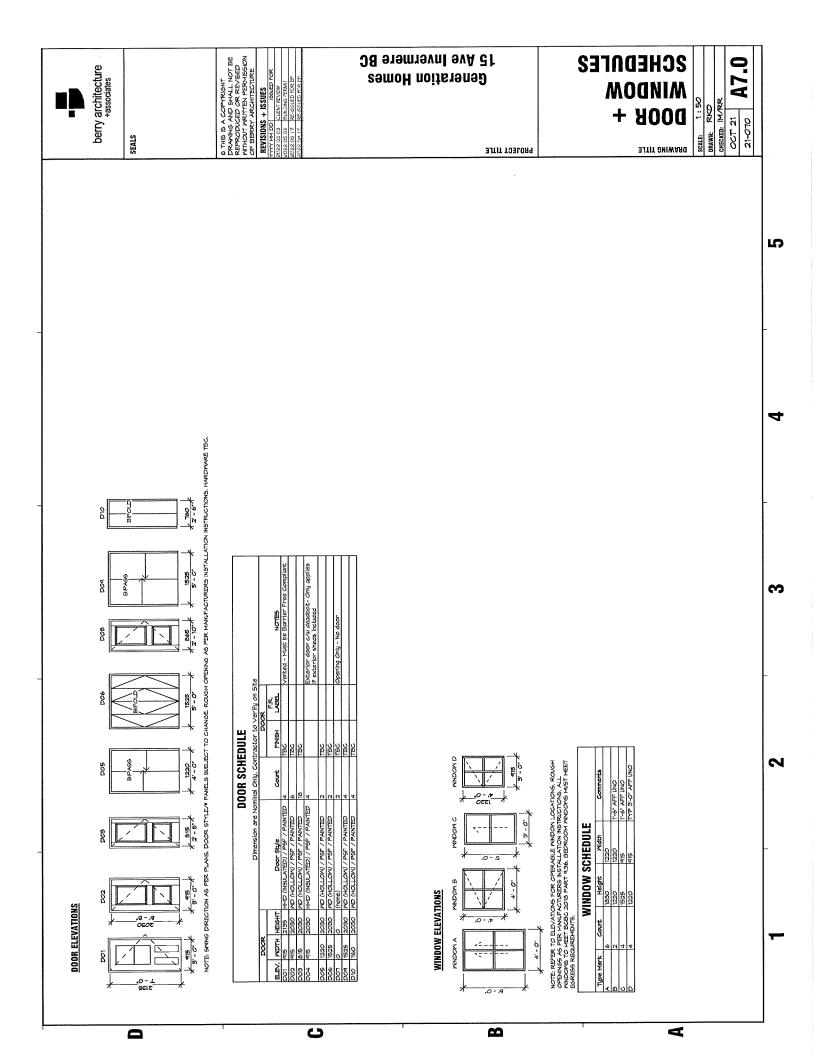












Phase 2

DRAWING AND SHALL NOT BE REPRODUCED OR REVISED WITHOUT WRITTEN PERMISSION OF BERRY ARCHITECTURE berry architecture Stale: As indicated DRAWN: RKD REVISIONS + ISSUES CHECKED: IM/RR OCT 21 Pinetree Meadows 21-0-12 SEALS PROJECT TITLE **31TIT DHIWARD** 5. ALL WALL FLOOR AND ROOT AGENBLES SHOWN ON THE CONTRICTION AGENBLY BASE SHOWN THE STREAM AGENBLY REPUBLIS SHOWN ON THE REPUBLIS THE TO SPECIATION OF CONTRICTION AGENBLY. REPUBLIS TO SPECIATION OF CONTRICTION AGENBLY BENEATHER TO SPECIATION OF CONTRICTION AGENBLES OF ALL COMPLETED ON THE FOLLOWING CONSTRUCTION DRAWINGS. THE FOLLOWING CONSTRUCTION DRAWINGS. OF ALL INTERIOR LOAD BEANING PLANE FOR LOCATIONS OF ALL INTERIOR LOAD BEANING PLANE FOR LOCATIONS OF ALL INTERIOR LOAD BEANING PLANE FOR LOCATIONS. 14. ALL MODD COMPONENTS DRECTLY ATTACHED TO CENEMINAS MITHRAILA AND DRECTLY MODE ENTERORY ALL/MINN GILLS GAAL DE PRESENTE TRANTIO. 15. PRESENT ALL ENDED MCANARIALA, MODORE ELECTRICAL COMPONENTS IN PINSHED NELAS, AND AS INDICATED. 16. SEE MECHANICA, AND ELECTRICAL FOR EXCYT TYPES AND ECONOMINY OF DIFFUSERS GALLES, FINNIGHTS AND ECONOMINY OF DIFFUSERS GALLES, FINNIGHTS AND ECONOMINATE OF EQUIPMENT OF COMPONENTS SIZES AND EXACT LOCATIONS TO SUM ACAUTED CELING PLANS HOUGH DETAILS. 12. IN ALL LOCATIONS WHERE OFFSUM BOARD ABITS AT BESSHILLS ANTICKELY ALTERNAL TO BESSHILLS ANTICKELY ALTERNAL TO BESSHILLS ANTICKELY BURK NINDOW IS, PROVIDE CORNETTE WALL CONCRETTE, BRICK ETC. 19. PROVIDE CORNETS BEAD FOR ALL EXPOSED OFFSUM WALL BOARD CORNETS. COORDINATE ALL INFORMATION FROM ALL ARCHITECHENEL, SINCULINEL, MECHANICAL, ELECTRICAL AND CAIL, COMBULTANTE DOCUMENTE, COORDINATE DEMBGGGGG REQUIRED FOR THE FITTING OF ALL COMPONENTS AS NECESSARY TO ENGINE THER SOND OPERATION 1909 COMPLETION. O CHATHAL CONTINUOS FEE ENTED ETERATION MEDINO DIANTOR RODGE STORAGE RODGE, AND MEDINANCH. IN ROOMS, CHRIN NOS SELVIN I AROND BOTH SIDES OF ALL DOOR AND INNOON FEAVES. TO CAULK AND ESAL ROCADA ALL DICTA, AND PIETS PASSINK THROUGH FIRE ENTED PARTITIONS AND FILODR ASSEMBLES WITH APPROVED (LLCL) MARTIC CAULKING. FROM THE CAULKING. FANTED PARTITIONS OF SOUND FANTED PARTITIONS. ALL GYPSUM BOARD IN BATHROOMS AND COMMERCIAL. KITCHENS SHALL BE MOISTURE RESISTANT TYPE. ALL WORK COMPLES WITH THE REQUIREMENTS OF THE NATIONAL BUILDING COPE - 2018 BGBC EDTION AND LOCAL ORDINANCES. ALL EXPOSED CONCRETE WALL CORNERS SHALL BE CHAMPERED. ALL G.I. FLASHING EXPOSED TO VIEW SHALL BE PRE-FINISHED. | NS4 | ROOF PLAN | | NS4 | ROOF PLAN | | NSTREAM BULDING ELEA/ATONS | | A4.7 | ENTERIOR BULDING ELEA/ATONS | | A4.8 | ENTERIOR BULDING ELEA/ATONS | | A5.9 | EULING ELEA/ATONS | | A5.0 | EULING ELEA/ATONS | | A5.0 | CONSTRUCTION ETTALES | | A5.1 | CONSTRUCTION ETTALES | | A5.2 | CONSTRUCTION ETTALES | | A5.3 | CONSTRUCTION ETTALES | | A5.4 | CONSTRUCTION ETTALES | | A5.5 | CONSTR ARCHITECTURAL SHEET... Berry Architecture + Associates Suite 200, 5218-50 Avenue Rad Deer, TAN 485 GENERAL NOTES Phone: 403-314-4461 Contact: WINDOW TYPE TAS, REFER TO SCHEDULE SECTION 4 ELEVATION INDICATOR DOOR TAS REFER TO SCHEDULE - VIEW DIRECTION OF ELEVATION CEILNG HEIGHT INDICATOR PAGE CROSS REFERENCE ELEVATION INDICATOR FLOOR TYPE STMBOL ROOF TYPE STANBOL KEYNOTE INDICATOR WALL TYPE SYMBOL DETAIL INDICATOR **ORAWING SYMBOLS LEGEND** NORTH ARROW PAGE CROSS REFERENCE Ref. DETAIL IN ROOM TAS SECTION # ELEVATION ROOM NAVE OCH= 3000 4 (1) (2) (<u>L</u> PATAGON SHEATHING (AS PER STRUCTURAL) PATAMING (AS PER STRUCTURAL) PATT FILLED CAVITY WIN. R. 20. FACED INSULATION INDEPENDE FRAMES 1/2" OFFSAY WILL BOARD (SACCIOTH FINSU) SOFFSTREE AND FASCIA. AS PER ELEVATIONS WR BARKIEK LYNOOD SHEATHING (AS PER STRUCTIRAL) DIMENSIONAL FRAMING (AS PER STRUCTIRAL) GOFFITS AND FASCIA AS PER ELEVATIONS PLYNOOD SHEATHING (AS PER STRUCTURAL) OPEN YEB TRUSSES (AS PER STRUCTURAL) BLOWN CELLILOSE RSO C/N HEEL STOPS SOFFITS AND FASCIA AS PER ELEVATIONS NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES NOTE: INSTALL FUL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES R2-UN-INSULATED CANOPY ROOF -I" AR SPACE -2x4 MOOD STUDS @ 16" O.C. -2x4 MOOD STUDS @ 16" O.C. -2.LATESS 5/0" TYPE X OPPSUM WALL BOARD -2.LATESS 5/0" TYPE X OPPSUM -2 LAYERS 5/8" TYPE X GYPSUM WALL BOARD -2x4 WOOD STUDS @ 16" O.C. -ACOUSTIC BATT INSULATION 23- INSULATED DORMER ROOF 21- INSULATED TRUSS ROOF P2-2X6 PLUMBING/DEARING PARTITION P3-2X6 FURRED PLUMBING PARTITION PS- PARTY WALL (1 HR FRR, STC 51) P4-2X4 EXTERIOR SHED PARTITION ASPHALT SHINGLES ASPHALT SHINGLES ASPHALT SHINGLES **INTERIOR PARTITIONS** -2x6 MOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD -1/2" PLYWOOD -2X6 WOOD STUDS @ 16" O.C. -1/2" PLYWOOD P6-2X6 MOOD GABLE WALL -1/2" GYPSUM WALL BOARD -2X6 WOOD STUDS @ 16" O.C, -1/2" GYPSUM WALL BOARD P1-2x4 INTERIOR PARTITION -1/2" GYPSUM WALL BOARD -2x4 WOOD STUDS ® 16" O.C -1/2" GYPSUM WALL BOARD ROOFS -VINYL PLANK FLOORING 1-5/0" COST T-6 SUBFLOOR -11 1/0" Tus A-COSTIG BATT FILLED LOST CAVITY -2 LAYERS 5/0" GYPSIM WALL BOARD, TYPE 'X -1/2" NON-COMBUSTIBLE CLADONG (AS PER ELEVATIONS) -1/2" NON-COMBUSTIBLE CLADONG (AS PER ELEVATIONS) -1/2" ENERGINE SHACKES -1/2" ENERGINE SACKES BHEATHING -1/2" ENERGINE SACKES BHEATHING -1/2" ENERGINE SACKES BHEATHING -1/2" SAFEWIN WILL BOARD -1/2" GYEWIN WILL BOARD -1/2" GYEWIN WILL BOARD -1/2" GYEWIN SAKRIER -DMENSIONAL LUMBER, FRAMING-FURRING -VAPOUR BARRIER (WHEN EXPOSED TO AT -SOUND PANELLINE (ON LOWER LEYEL) -LOW PROFILE TEXTINED FINISH -1/2" NON-COMBUSTIBLE CLADDING (AS PER ELEVATIONS) -1 1/2" SEMI-RIGID MINERAL MOOL INGULATION WAYL, PLANE FLOORING 5.0° FLOORING INDERLAY WARDAR EMERRE FREINFORCED CONCRETE SLAB (AS PER STRUCTURAL) STRUCTURAL) STRUCTURAL) STRUCTURAL) STRUCTURAL) STRUCTURAL) STRUCTURAL) STRUCTURAL) TI- II' TJI SOUND INSULATED. IHR FRR LODGEPOLE MODEL ACOUSTIC BATT FILLED JOIST CAVITY 5/8" GYPSUM WALL BOARD, TYPE X ARYMENTER BARRIER ALTO ENTEROUR FIRESAL FOOL INSERTION ALTO ENTEROUR OF BRIGATION CAN PROSENT FILES WHICH ALTO ALTO ENTEROUR DANS DANS AND APPLIED VAPOUR BARRIER "3- INSULATED BASEMENT SLAB **ASSEMBLY SCHEDULES** COT- FINISHED CELLING VINYL PLANK FLOORING 5/8" OSE T+6 SUBFLOOR MOR-EXTERIOR ABOVE GRADE IVAL MS-EXTERIOR ABOVE GRADE WALL M2-6" IOF CENTRE WALL (THR FRR) -2- 11" T.J. 45min FRR -CLADDING AS PER ELEVATIONS -AR EXPRESSES -1/2" PLYWOOD -2x4 WOOD STUDS 0 16' O.C. -BATT WOLDTION -1/2" PLYWOOD -CLADDING AS PER ELEVATIONS -AR BARRIER -2 1/2" RIGID INSULATION -4" CONCRETE -2 1/2" RIGID INSULATION -VAPOUR BARRIER -1/2" GTPSUM WALL BOARD -1/2" GYPSUM WALL BOARD -2 1/2" RIGID INSULATION -2 1/2" RIGID INSULATION -2 1/2" RIGID INSULATION -1/2" GYPSUM WALL BOARD MI- 6" ICF EXTERIOR WALL 74- EXTERIOR SHED YALL **EXTERIOR WALLS** CEILINGS FLOORS ************ C 8 ⋖

35 Ave Invermere BC

Generation Homes

Phase 1, Lots

RESERVED FOR BUILDING

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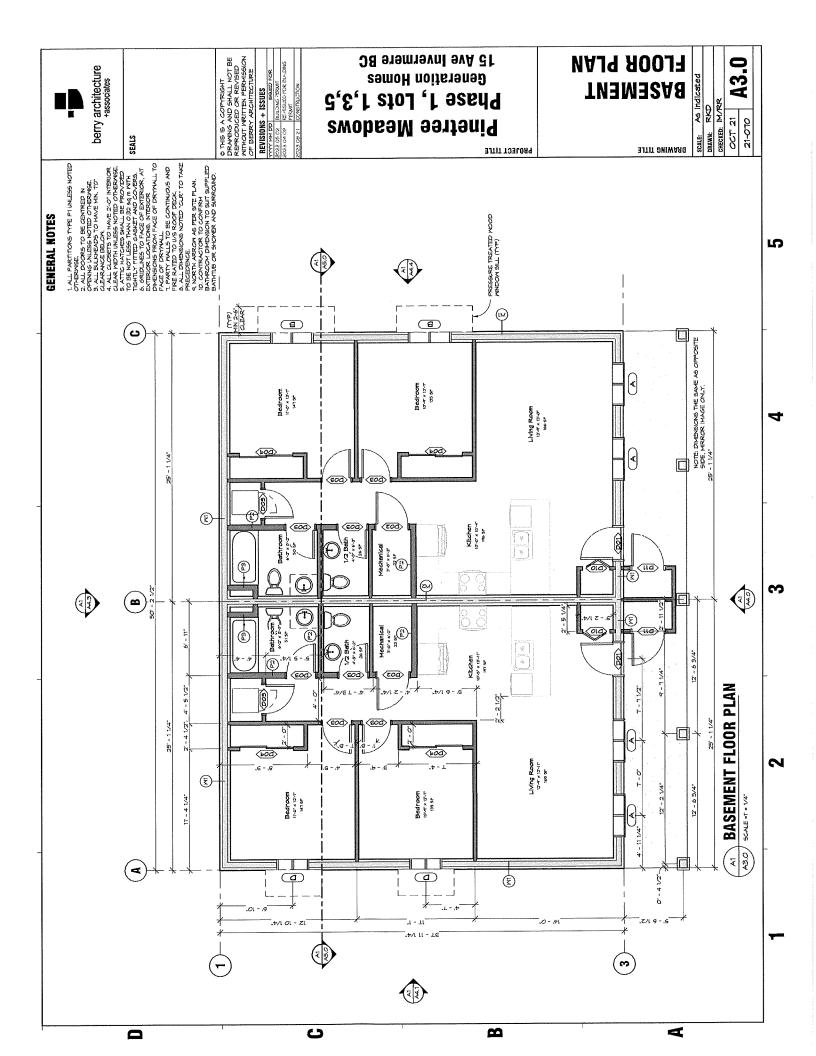
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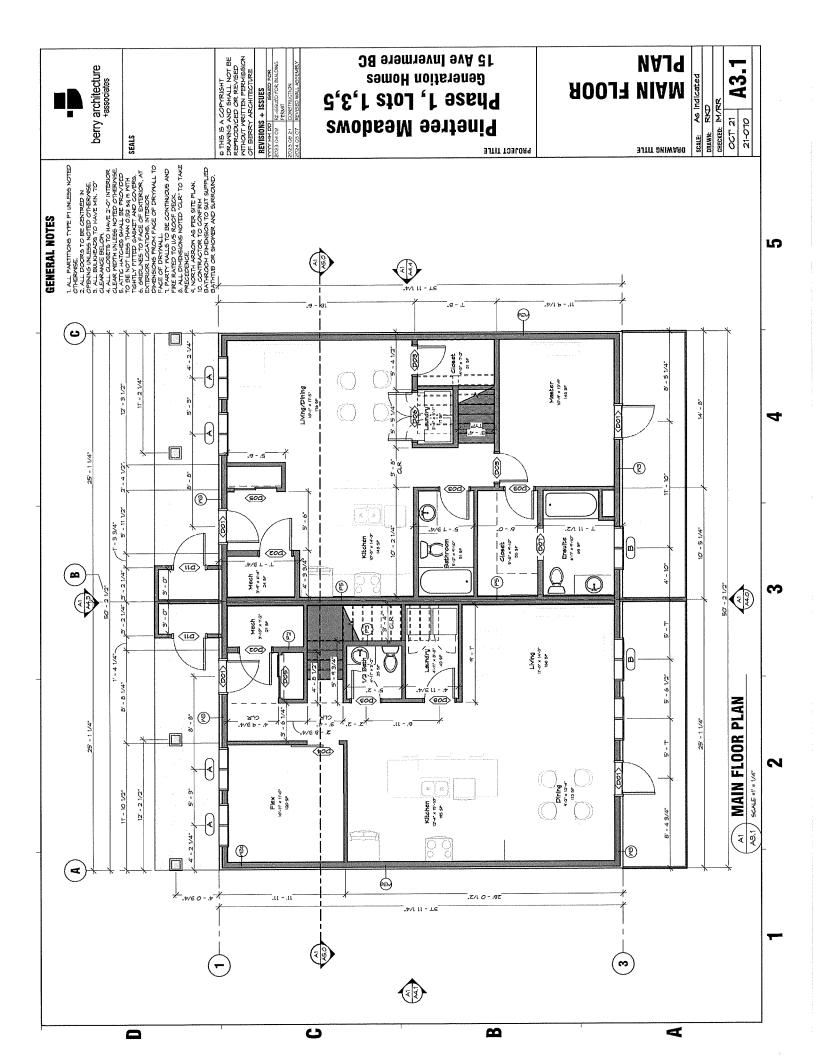
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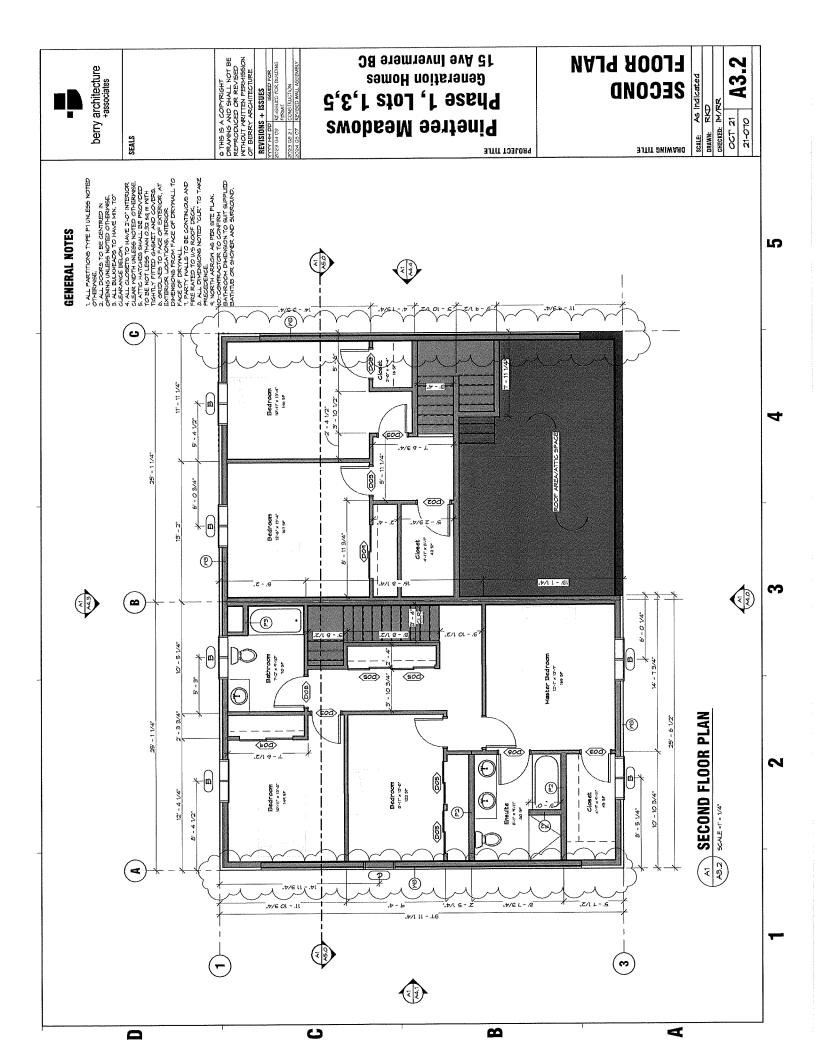
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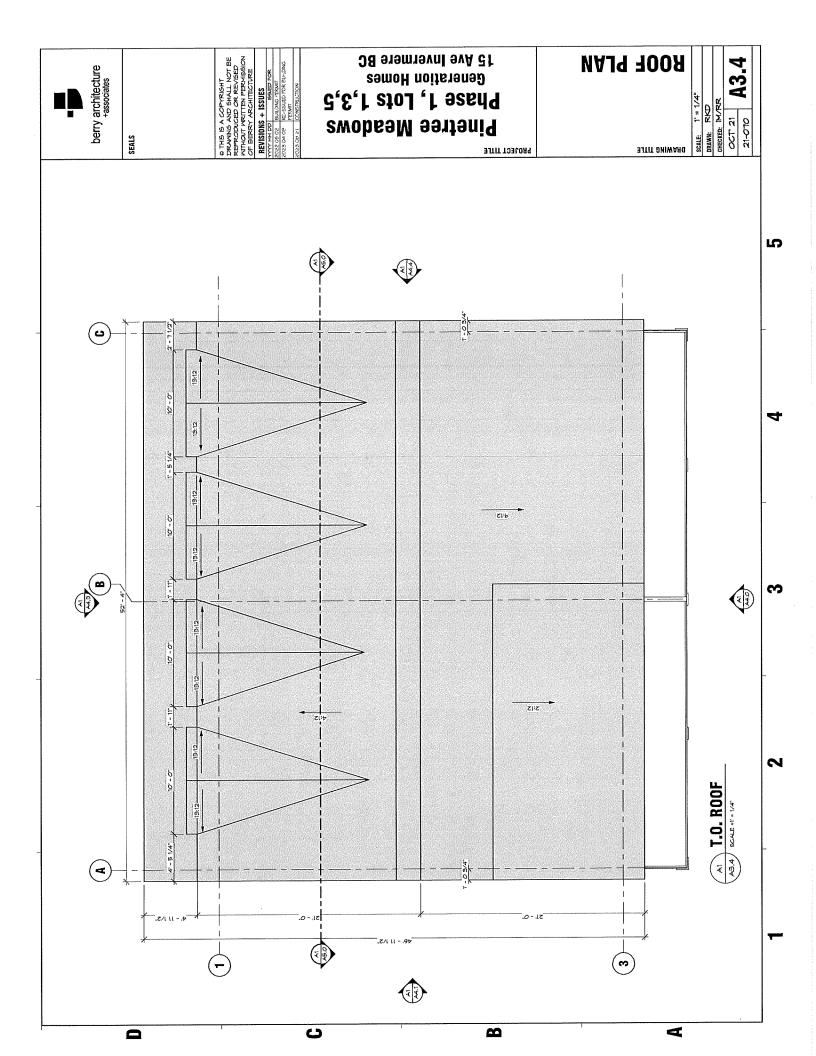
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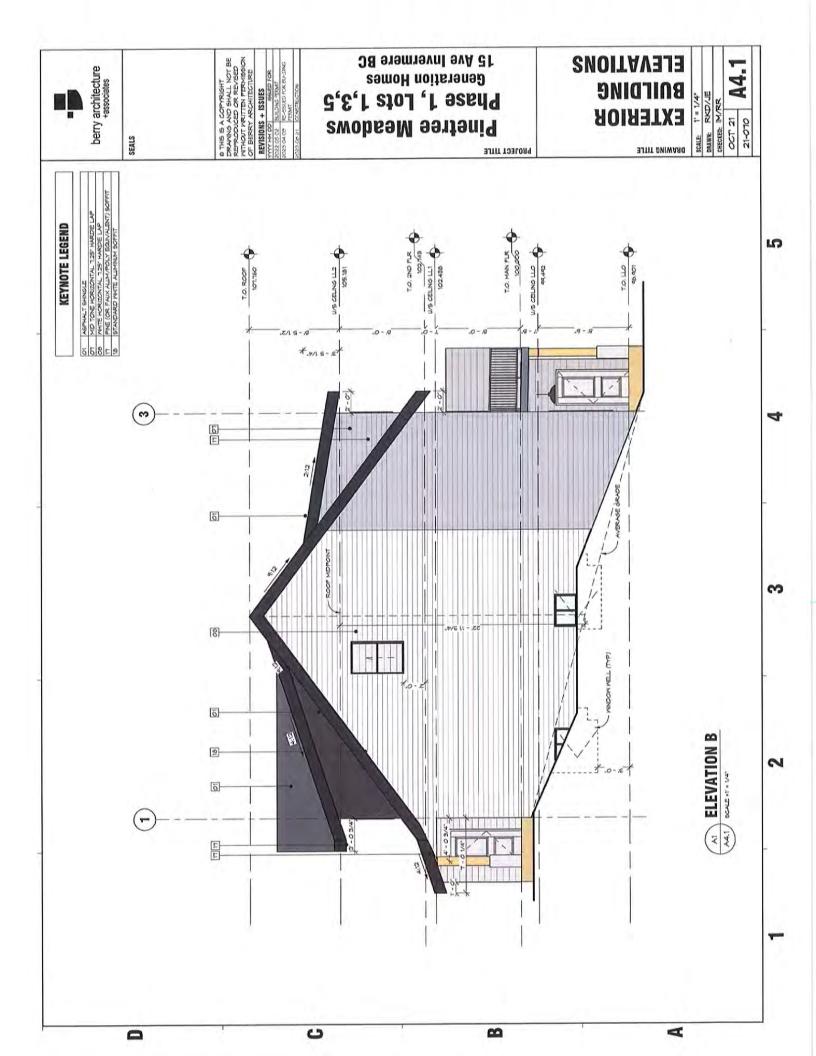




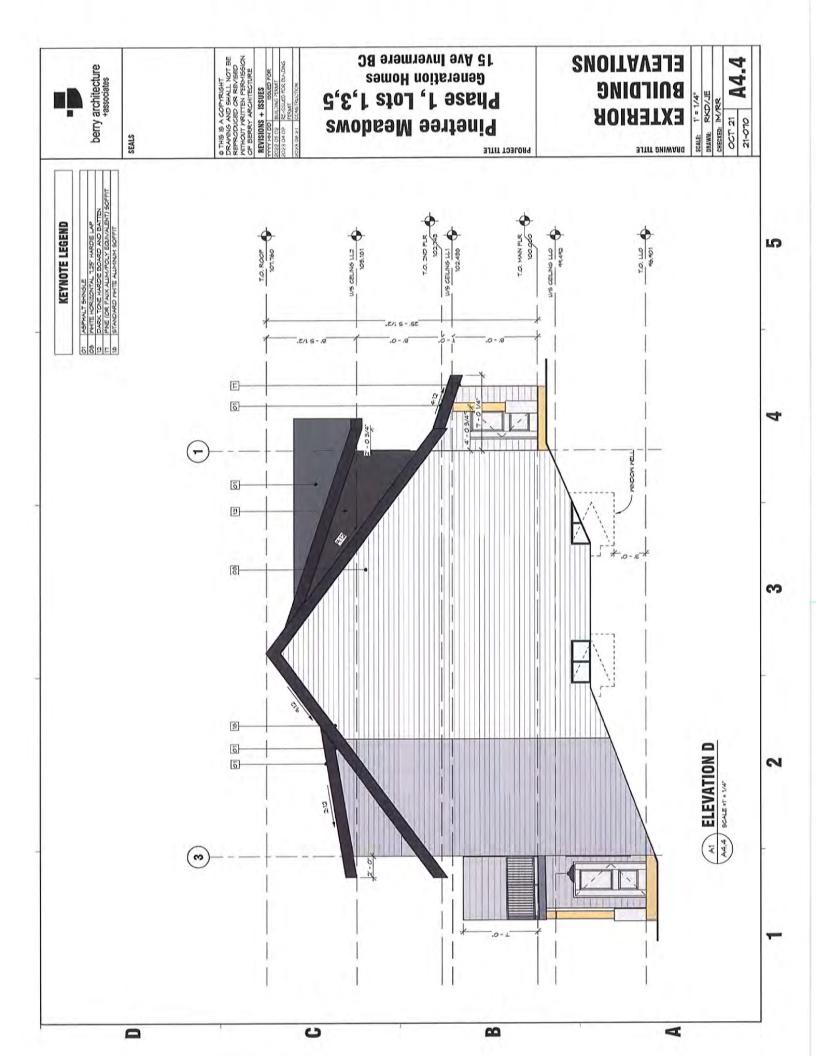


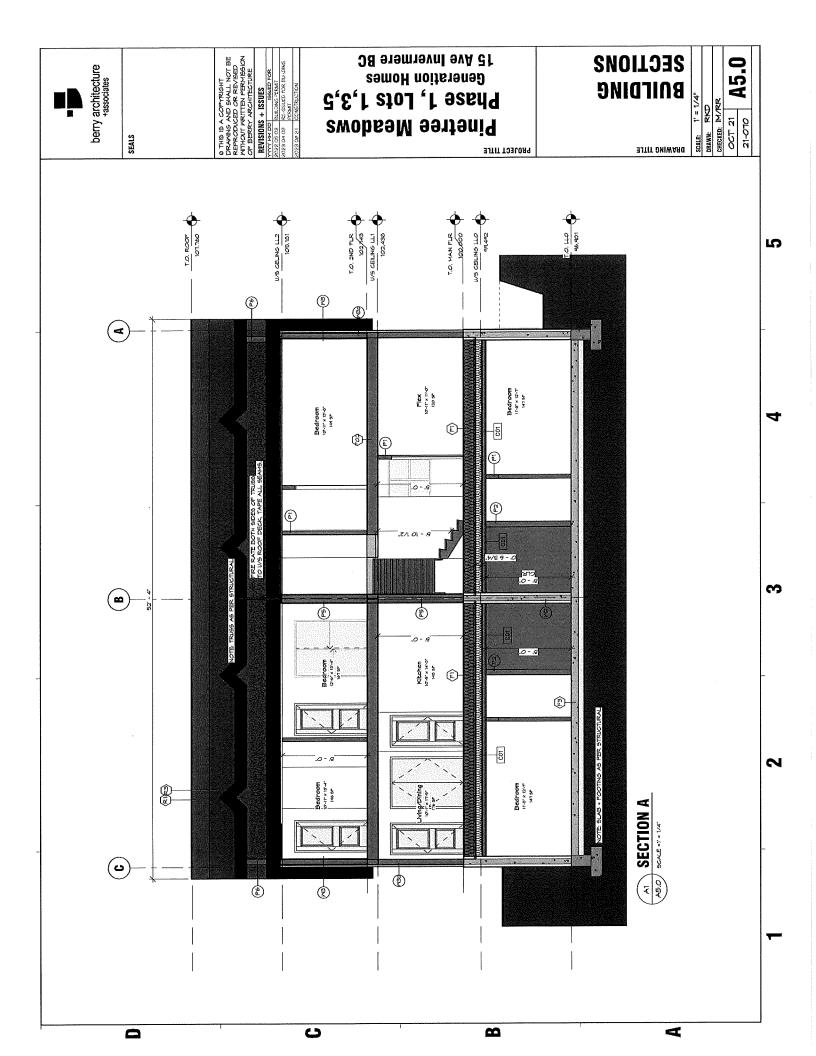


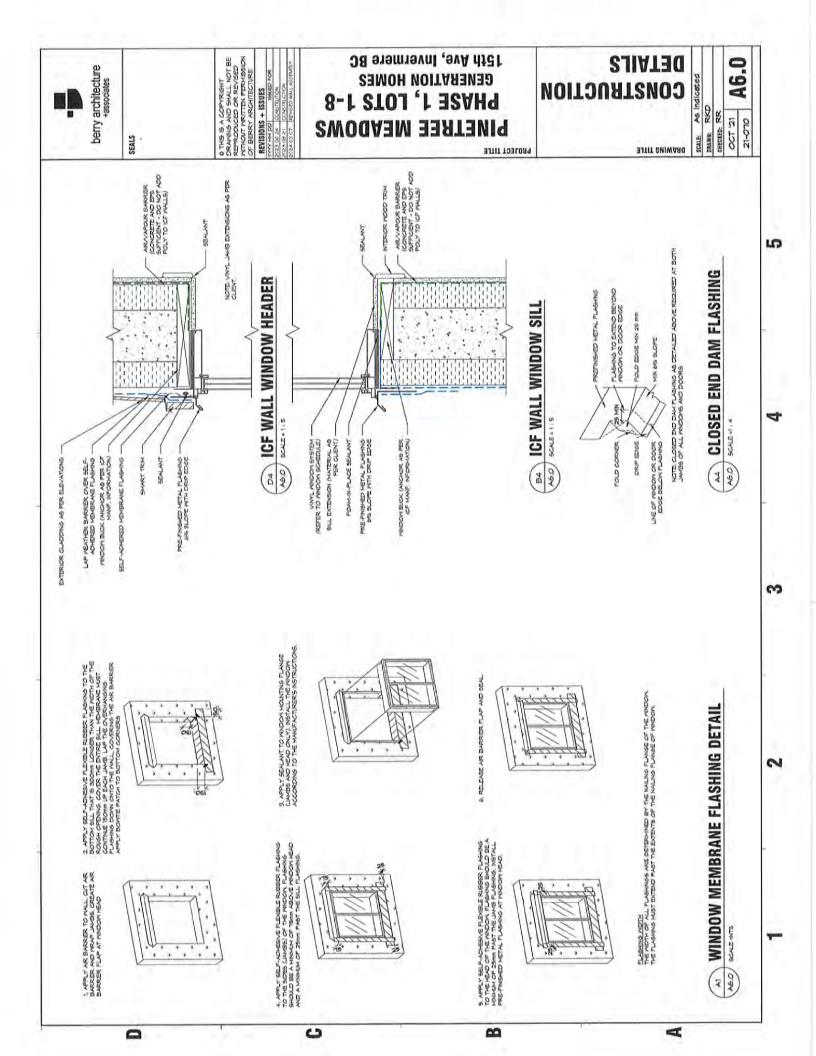


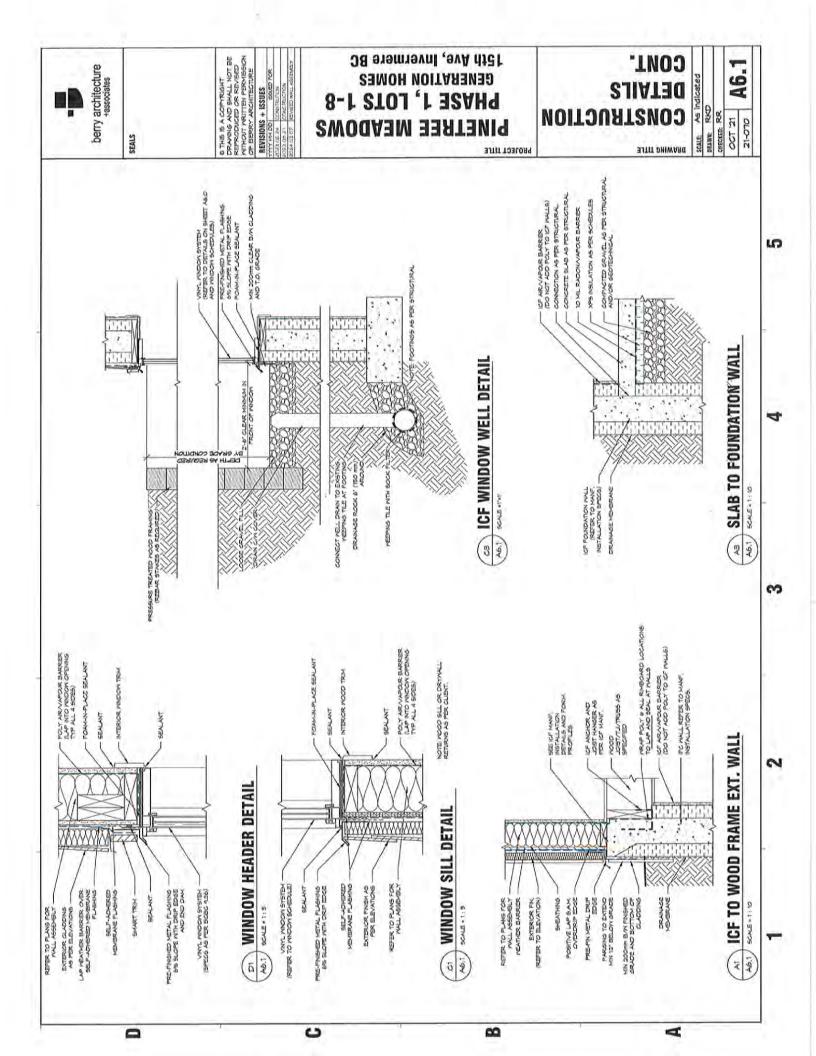


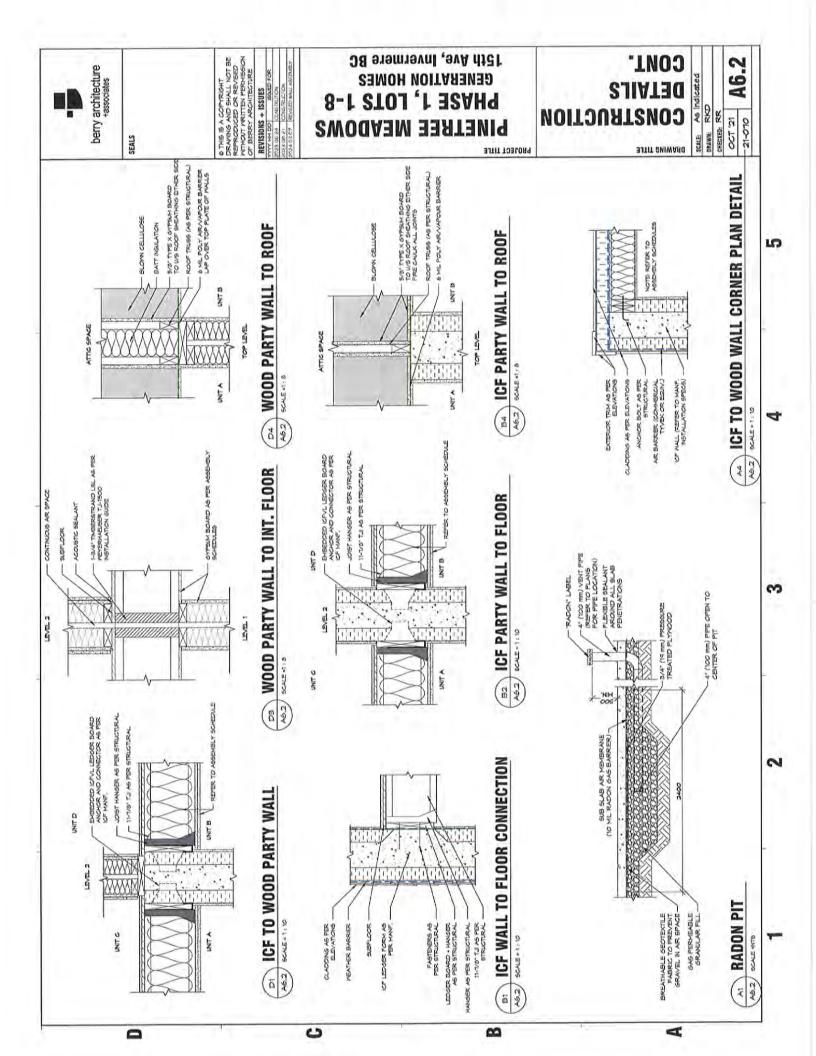


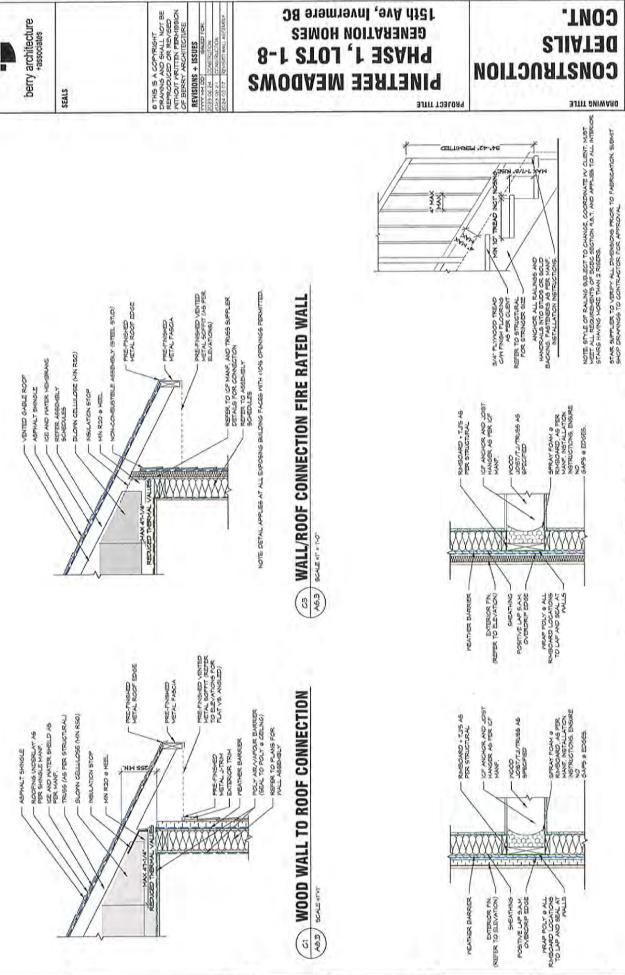












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15th Ave, Invermere BC

GENERATION HOMES

CONT. **BETAILS**

STALE 1'=1'
DRAWN: RKD
CHECKED: RRAIM

A6.3

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3

N

TYPICAL STAIR DETAIL

INT. FLOOR/WALL CONNECTION FIRE RATED

WALL SCALE STAT

INT. FLOOR/WALL CONNECTION

d

AS.3 SCALE +P+T

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A63 SCAE TIT

OCT 21 21-070

Phase 3

ASSEMBLY SCHEDULES COULTER MODEL

EXTERIOR WALLS

CLADDING AS PER ELEVATORS
ARE BARRIER
-3 1/2" ROSO INSULATOR
-3 CONCRETE
-3 1/2" ROSO INSULATOR
-4/4POUR BARRIER
-1/2" GATPLEN WALL BOARD WI- 6" ICP EXTERIOR WALL

W2-6" ICF CENTRE WALL (THR FRR.)

-1/2" GYPSUM WALL BOARD -2 1/2" SEMI RIGID INSULATION -C COMCRETE -2 1/2" RIGID INSULATION -1/2" GYPSUM WALL BOARD

EXTENDE CLOUDING (EXPOSED LOCATONS)
1-2 TOT ROLD INSLLATION
1-2 EXTENDER GACAE SHEATHING
2-2 HOOF STILLS 0.24 "O.C.
CAN'T FILLED BATT INSLLATION
1-2 TAN'ANAL BOARD M9-EXTERIOR ABOVE GRADE MALL

C

MORE EXTERIOR ABOVE GRADE MALL

EXTENCE CLADDING (TOROGED LOCATIONS)

11 27 SOFFICION MERCAL FOOD (NOTATION LATERATION CONTROL INSULATION CAN'T FILED MINERAL MOOL INSULATION LATERAL MONTRAL MOOL INSULATION LATERAL BOARD INSULATION LATERAL BOARD

-CLADDING AS PER BLEVATIONS
-ANE DAYRER
-V.Z. PLYWOOD
-224 PT, WCOD STUDS @ 16" O.C.
-WIREPLE, WCOL BATT INSULATION
-V.Z. PLYWOOD W4- EXTERIOR SHEP WALL

 ∞

CEILINGS

-DIMENSIONAL LIMBER FRAMING/FURRING SCOND PAPILLING (ON LOWER LEVEL) 1/2", SAG RESISTANT GYPSUM BOARD LLOM PROPILE TEXTURED FINISH CO1- FINISHED CEILING

FLOORS

ROOFS

RI- INSULATED TRUSS ROOF ASPHALT SHINGLES

-ACOUSTIC BATT FILLED JOIST CAVITY -2 LAYERS 5/8" GYPSUM WALL BOARD, TYPE 'X

F1-11" T.II. SOUND INSULATED, 1HR FIRE

-VINYL PLANK FLOORING -5/8" OSB T+6 SUBFLOOR

THE TRACTOR SHEATHING (AS PER STRUCTURAL)
OPEN WEB TRUSSES (AS PER STRUCTURAL)
BLOW CELLLIOSE RSO COW HELL STOPS
SOFIFTS AND PACIA AS PER ELEVATIONS

◂

-11 1/8" TJI'S -ACOUSTIC BATT FILLED JOIST CANTY -5/8" GYPSUM WALL BOARD, TYPE 'X PS-INSULATED BASEMENT SLAB

-VINYL PLANK FLOORING -5/8" OSB 7+6 SUBFLOOR

F2-11" T.J. 45min FRR

R2-UN-INSULATED CANOPY ROOF

WUDELLAN AR BARRIER PLYWOOD SHEATHING (AS PER STRUCTURAL) DIMENSIONAL FRANKIG (AS PER STRUCTURAL) SOFFITE AND FACIA AS PER SIEVATIONS ASPHALT SHINGLES

WINT PLANK PLOORNG
= 16/2 * PLOORNG WEBELAY
WARDOR BANDIRE
** REBIFFORCE COUNCETTE SUB (AF PER STRUCTURAL)
= 7 RIGO PRELATION (HIGH DEBRIT, BENENC)
-COMPACTED ORNAE. (AF PER STRUCTURAL)

NTERIOR PARTITIONS

P1-2X4 INTERIOR PARTITION -1/2" GYPSUM WALL BOARD -2x4 WOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD P2-2X6 PLUMBING/BEARING PARTITION

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLIMBING FIXTURES -1/2" GYPSUM WALL BOARD -2x6 WOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD

PS- 2x6 FURRED PLUMBING PARTITION -2x6 MOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLIMBING FIXTURES PS- PARITY WALL (1 HR FRR_SIC 51)

-2X4 WOOD STUDS @ 16" O.C. -2 LAYERS 5/8" TYPE X GYPSUM WALL BOARD -2 LAYERS 5/8" TYPE X GYPSUM WALL BOARD -2x4 WOOD STUDS @ 16" O.C. -1" AIR SPACE

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES

P6-2X6 MOOD GABLE WALL

CLADDNG (AS PER BLEVATIONS)

-VATATIER REVERIENT

-VAT DENSEALAGS SHEATHING

-VAT DENSEALAGS SHEATHING

-VAT DENSEALAGS SHEATHING

-VAT DENSEALAGS SHEATHING

NOTE: REFER TO SECTIONS

DRAWING SYMBOLS LEGEND

DOOR TAS REPER TO SCHEDULE

WINDOW TYPE TAG, REPER TO SCHEDULE

ROOM TAG

DETAIL INDICATOR

ROOM NAME 101

•

WALL SECTION INDICATOR PAGE CROSS REFERENCE DETAIL # B1 Ref D

- VIEW DIRECTION OF SECTION PAGE CROSS REFERENCE SECTION #

BUILDING SECTION 4 ELEVATION INDICATOR

 VIEW DIRECTION OF ELEVATION PAGE CROSS REFERENCE SECTION #

CELLING HEIGHT INDICATOR ELEVATION INDICATOR ELEVATION I CH# 3000

MILLWORK KENNOTE INDICATOR KEYNOTE INDICATOR

b-

β-

ROOF TYPE SYMBOL

WALL TYPE SYMBOL

(£) (2)

PLOOR TYPE SYMBOL

WALL FINISH TAS

(E)

NORTH ARROW

DO NOT SCALE DRAWINGS, CONFIRM ALL DIMENISIONS ON SITE AND REPORT DISCREPANCIES TO OWNER AND ARCHITECT.

berry architecture

CONTRACTOR TO COMPARE DRAWINGS TO SITE CONDITIONS AND REPORT DESCREPANCIES TO ARCHITECT. ALL WORK COMPLES WITH THE REQUIREMENTS OF THE MATIONAL, BULLDING CODE - 2018 BC EDITION AND ALL

COORDINATE ALL NFORMATION FROM ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND CALL CONSULTANTS DOCUMENTS. COORDINATE DIMENSIONS REQUIRED FOR THE FITTING OF ALL COMPONENTS AS NECESSARY TO ENGINE THEIR SOUND OPERATION UPON COMPLETION.

15. ALL WALL, PLOOR, AND ROOF AGEHBLES SHOW ON THE COMPRIGNON AGENBACH THE PLOFF AND THE COMPRIGNON AGENBLIS. REPLIES CONTRUCTION AGENBLIS. REPLIES TO SPECIFICATIONS FOR ACTIVATION AGENBLIS. REPRESED ALL COMPLIETTO DETAILS AND NOTATION COMPLETED ON THE POLLOWING COMPLIED ON THE POLLOWING COMPLIED ON THE POLLOWING COMPRIGNON AGENBRICH AND SPANING. ALL INTERIOR AND SPEARING AGENBLIES AND SPEAR

O THIS IS A COPYRIGHT DRAWING AND SHALL NOT BE REPRODUCED OR REVISED WITHOUT WRITTEN PREMISSION OF BERRY ARCHITECTURE

ALL GYPSUM BOARD IN BATHROOMS AND COMMERCIAL MITCHENS SHALL BE MOISTURE RESISTANT TYPE.

6. ALE EXPOSED CONCRETE WAL CORNERS SHALL BE CAMPITED.
4. ALL G.I. FLASHING EXPOSED TO VIEW SHALL BE PRE-FINISHED.

CAULK AND SEAL AROUND ALL DUCTS AND PIPES PASSIN THROUGH FIRE RATED PARTITIONS AND FLOOR ASSEMBLES WITH APPROVED (U.C.) MASTIC CAULKING.

15 Ave Invermere BC

Generation Homes

Phase 1, Lot 2

Pinetree Meadows

элтіт тоэсояч

Berry Architecture + Associates Suite 200, 5218-50 Avenue Red Deer, TAN 485

Phone: 403-314-4461 Contact:

| Sheet | |
|--------|------------------------------|
| Number | Sheet Name |
| 40.0 | COVER SHEET |
| 41.0 | CODE REVIEW |
| 420 | SITE PLAN + BYLAW REVIEW |
| 43.0 | BASEMENT FLOOR PLAN |
| 49.1 | MAIN PLOOR PLAN |
| 43.2 | SECOND FLOOR PLAN |
| 43.3 | ROOF PLAN |
| 44.0 | EXTERIOR BUILDING ELEVATIONS |
| A.4.1 | EXTERIOR BUILDING ELEVATIONS |
| 44.2 | EXTERIOR BUILDING ELEVATIONS |
| 44.4 | EXTERIOR BUILDING ELEVATIONS |
| A5.0 | BUILDING SECTIONS |
| 46.0 | CONSTRUCTION DETAILS |

SHEET

CONER

DRAWING TITLE

GENERAL NOTES

SEALS

023 04 27 BUILDING PENMET 023 08 21 CONSTRUCTION 024 03 07 RE-65UR IFC REVISIONS + ISSUES
TYPY HM DD ISSUED
2023 04 27 BUILDING TRAMI

10. MANTAN COMPLIANCE FREE RATED SEPARATION AROUND MANTAN TRANSPORTED SEPARATION AROUND LANGUAGE AND TRANSPORTED SEPARATION AROUND SEPARATION AROUND SEPARATION AROUND SEPARATION AROUND SEPARATION AROUND SEPARATION AROUND SEPARATION SEPARATION SEPARATION AROUND SEPARATION SEP

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16. SEE MECHANICAL AND ELECTRICAL FOR EXACT TYPES AND GAMENT OF INTERSES, RAUDES, RAUDES, FARINES, AND EQUIPMENT, CO-ORDINATE SUZE AND EXACT LOCATION OF SULFECTED CELLING PLANS AND/OND DETAILS.

16. PROVIDE ACQUEITCAL SEALANT AT LINCTIONS OF SOUND RATED PARTITIONS.

ARCHITECTURAL SHEET LIST

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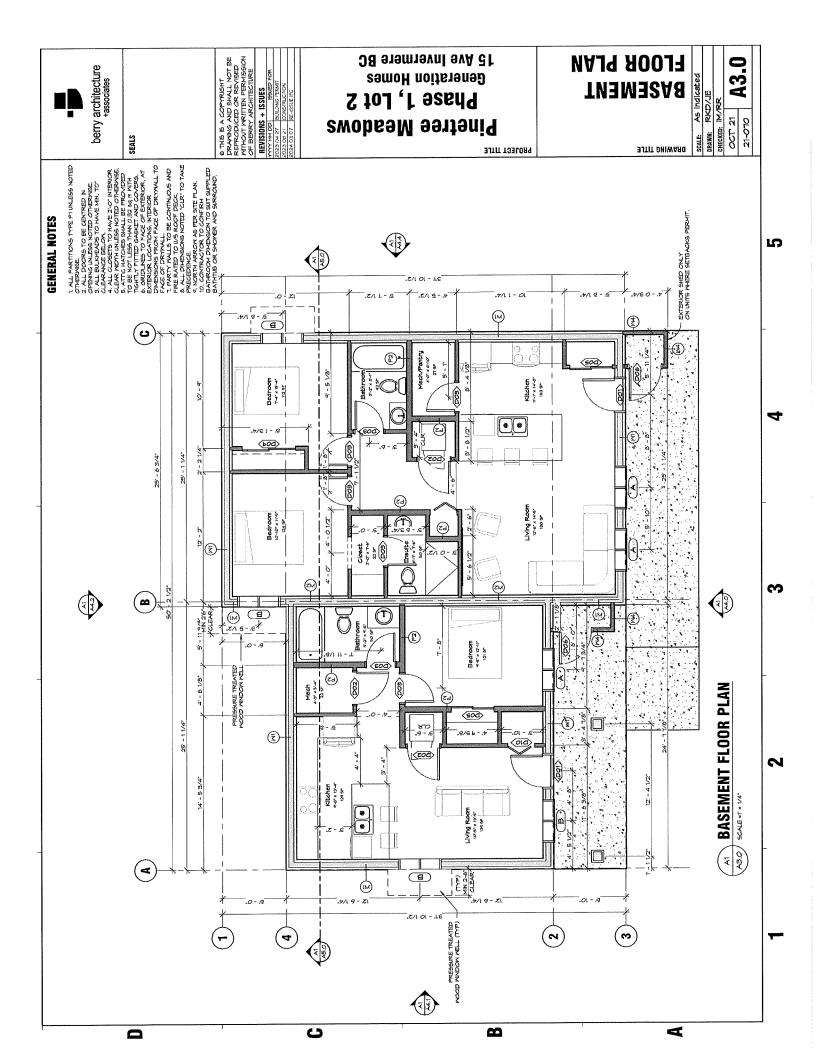
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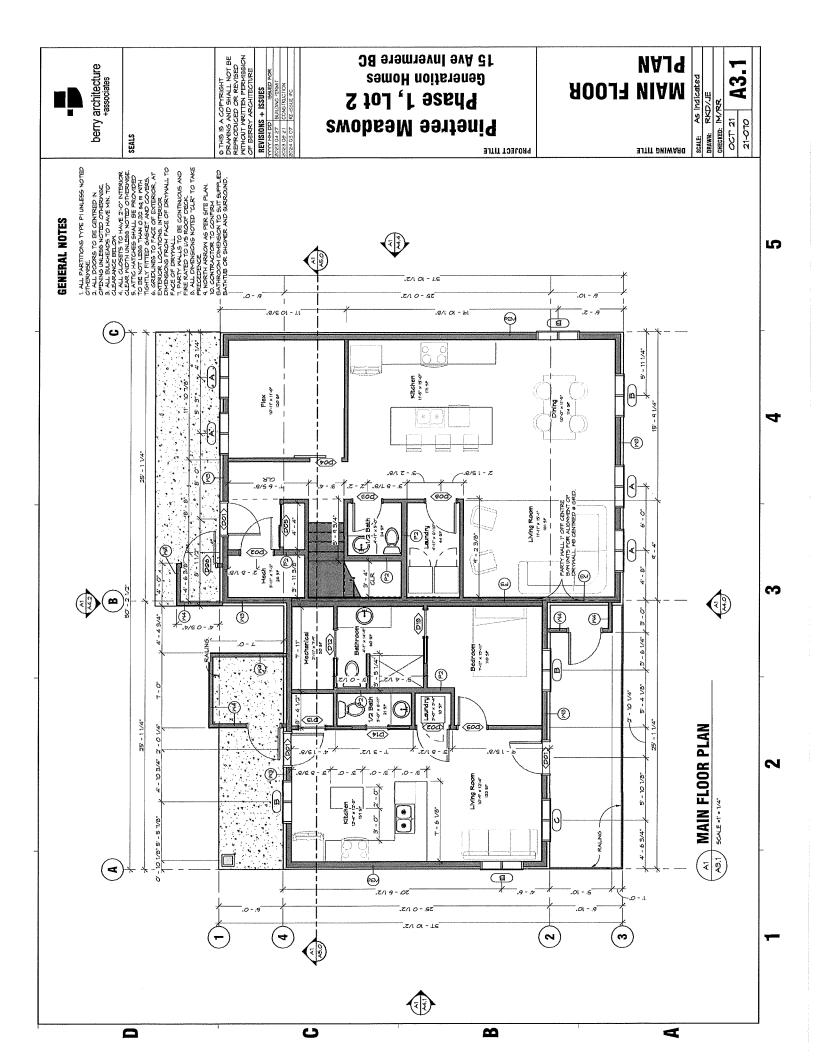
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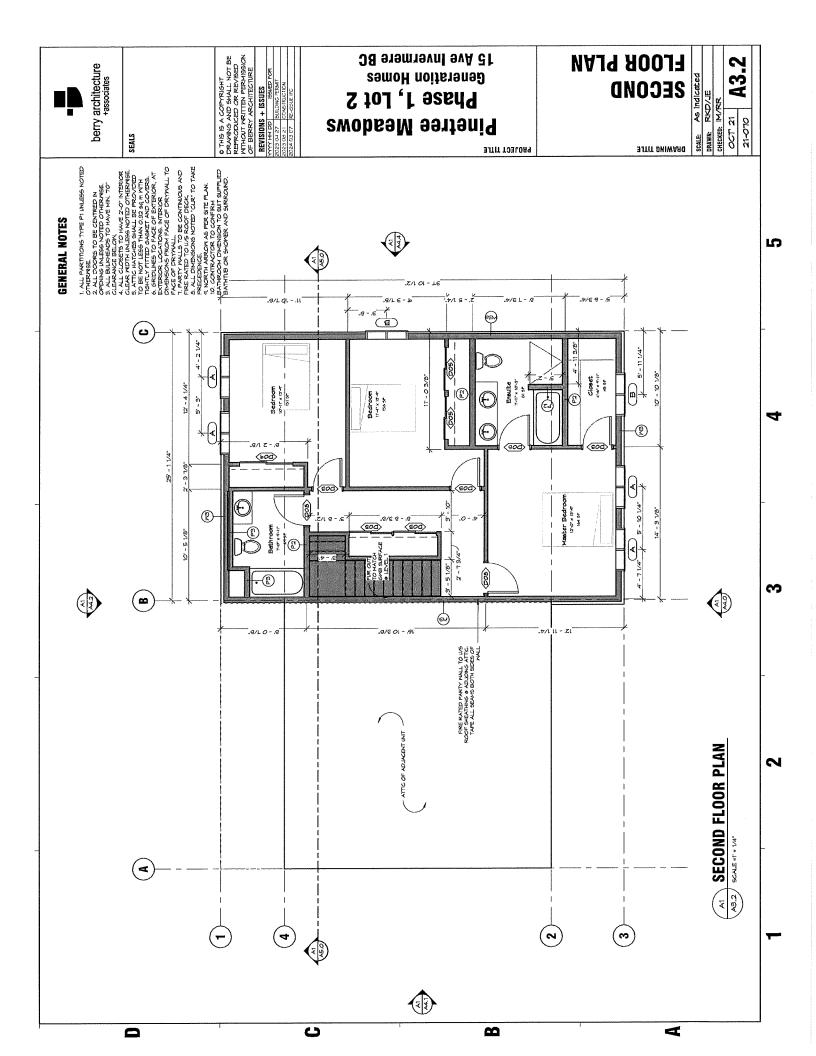
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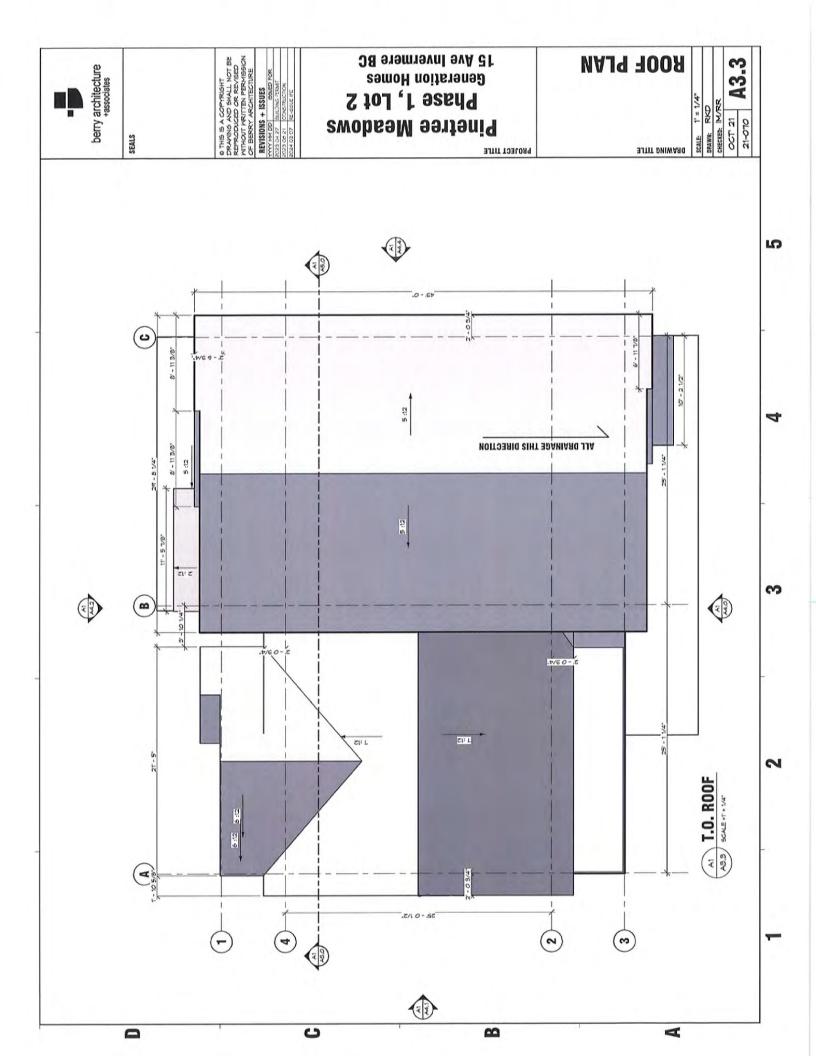
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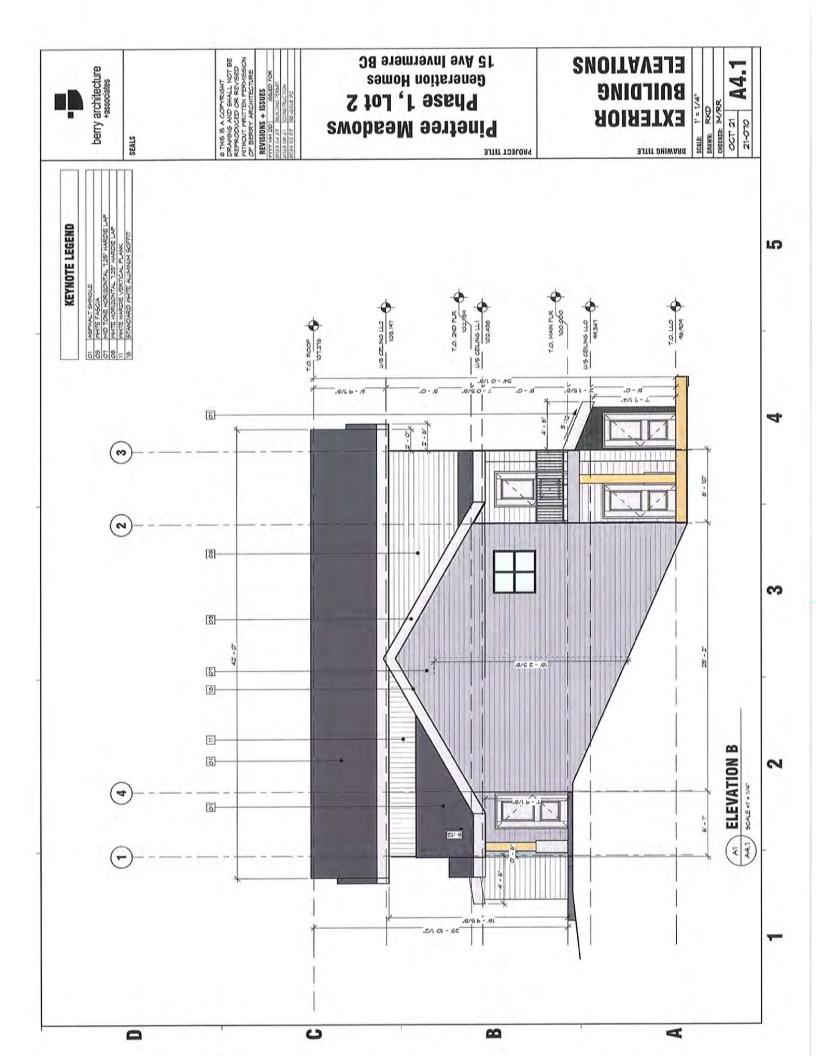


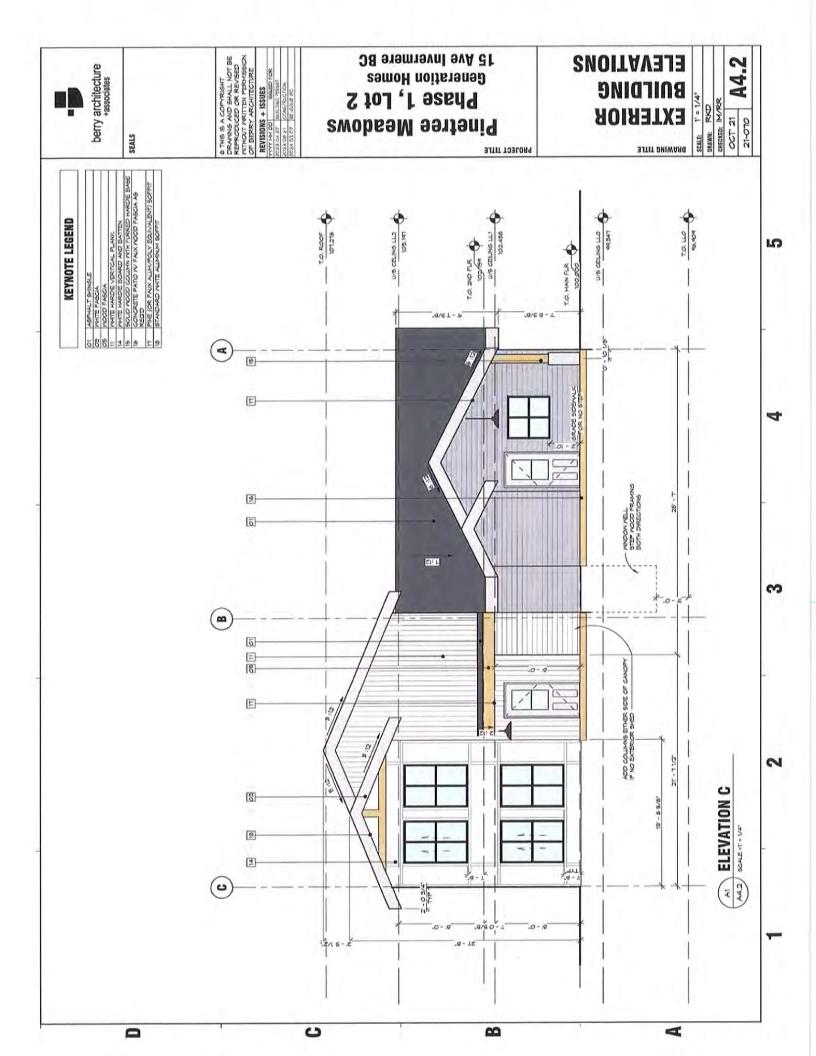


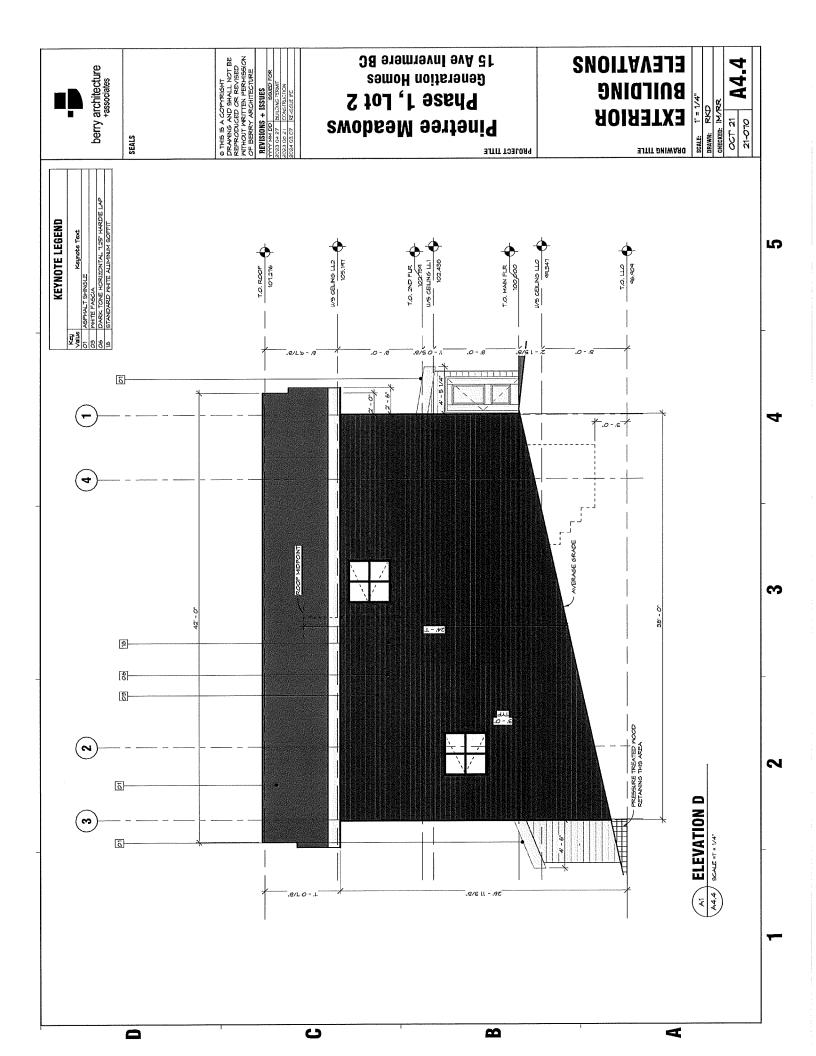


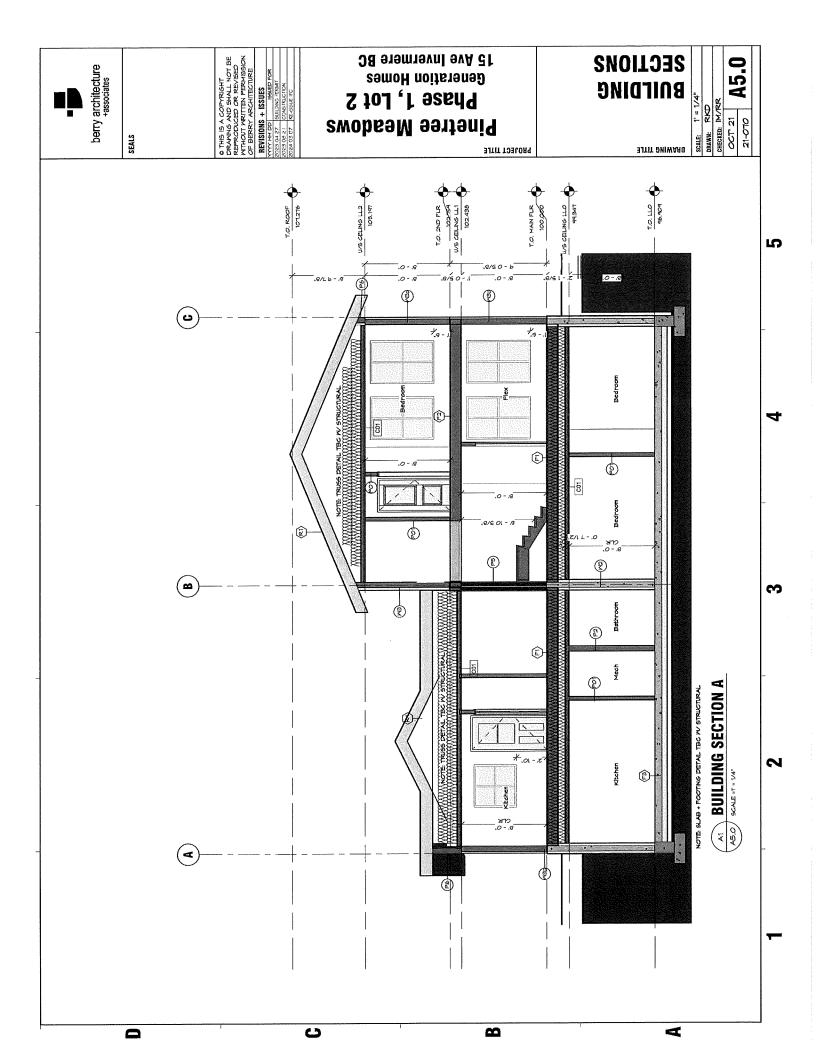


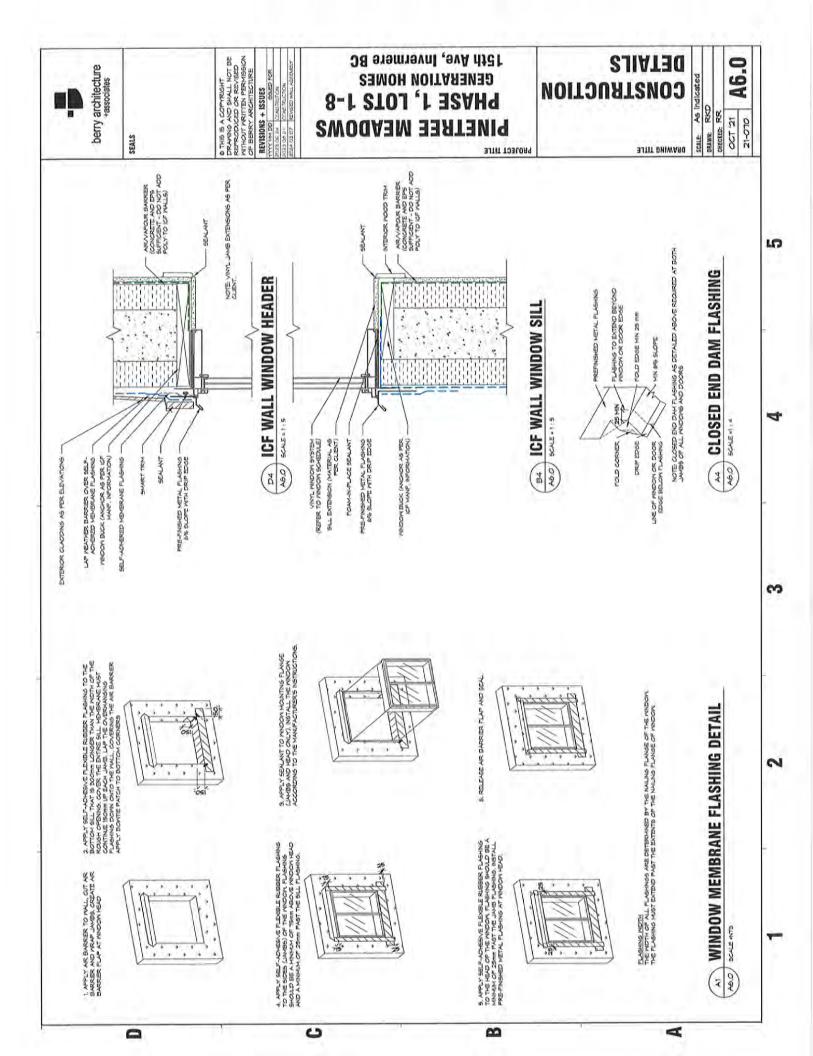


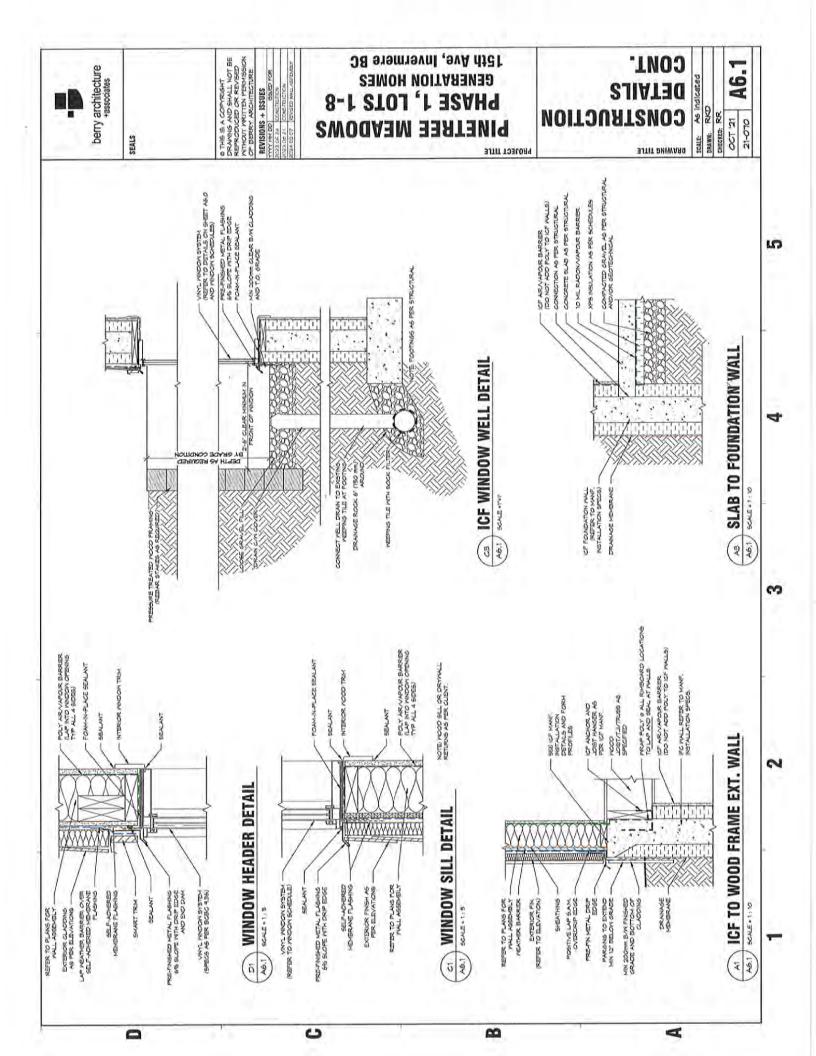


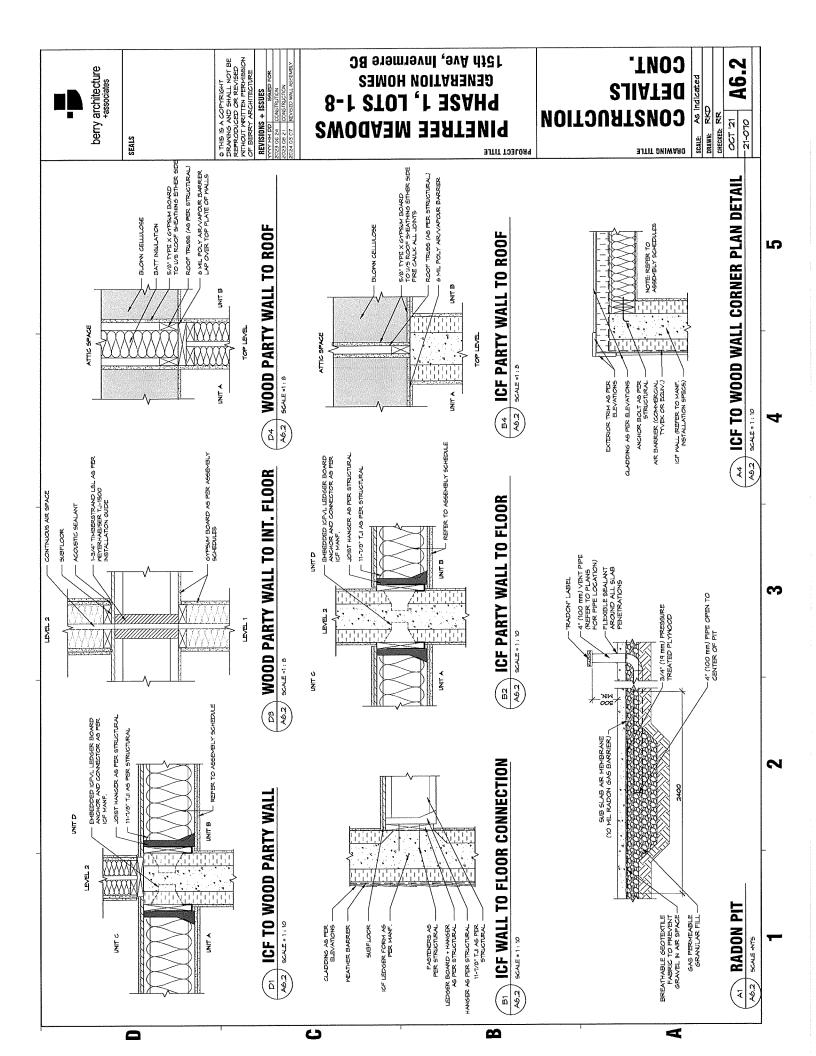


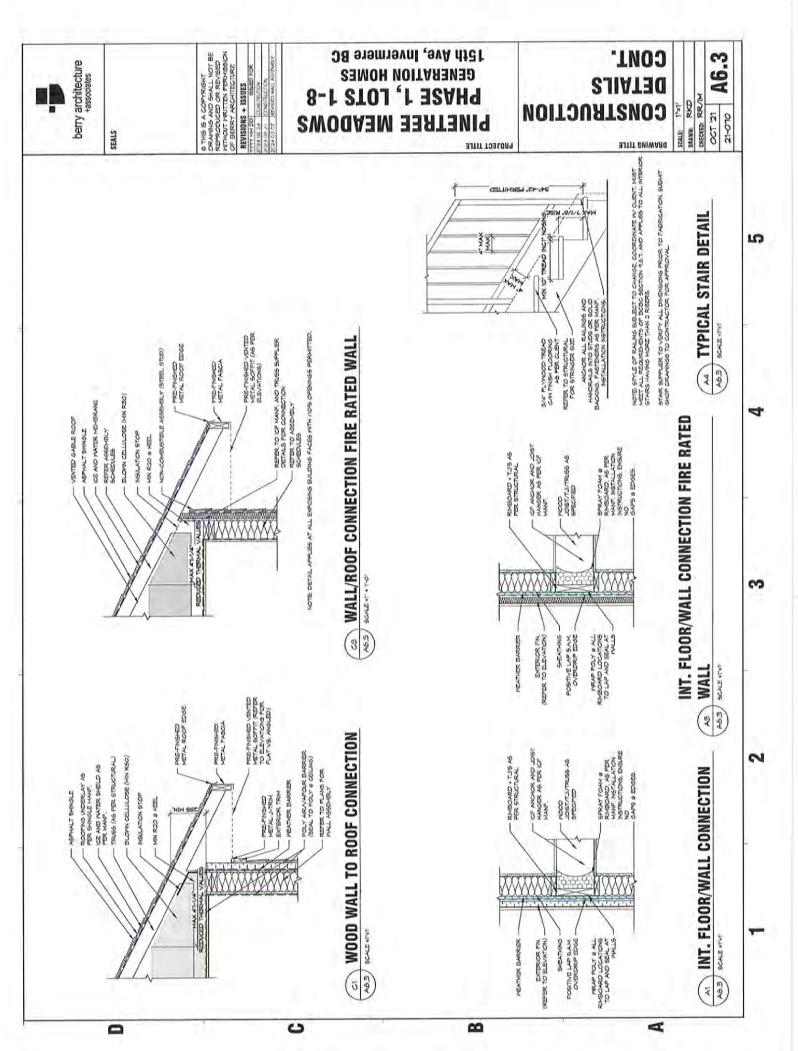












Phase 4

LODGEPOLE MODEL

ASSEMBLY SCHEDULES

EXTERIOR WALLS

CLADDING AS PER ELEVATIONS
-AR BARRIER
-2 1/2" RIGID INSULATION
-6" CONCRETE
-2 1/2" RIGID INSULATION -VAPOUR BARRIER -1/2" GYPSUM WALL BOARD MI- 6" ICF EXTERIOR MALL

W2-6" ICF CENTRE WALL (THR. FRR.) -1/2" GYPGUM WALL BOARD
-2 1/2" RIGID INGULATION
-6" CONCRETT
-2 1/2" RIGID INGULATION
-1/2" GYPGUM WALL BOARD

- 1", TO WAS COMBETBLE CLADDING (AS PER ELEVATIONS)
- 3 1", TO RIGHT INSULATION
- 4" RIGHT IN BARETRY
- 1", TO ENTRY OR BARETRY
- 3" SE PROPER OF SHEATHING
- 3" SENTENCE OF SHEATHING
- 3" SHEATHING SHEATHING
- 5" SHEATHING SHEATHING
- 6" SHE WO-EXTERIOR ABOVE GRADE WALL

C

MON-EXTERIOR ABOVE GRADE MALL

1. 12° VEN-CADBUSTELE CADDING (NS PER ELEVATIONS)
1. 12° SEN-REIGED MINERAL WOCH INSTALTION
1. 12° SEN-REIGED MINERAL WOCH INSTALTION
1. 12° ENTERIOR DEBIGGLES SHEATHING
1. 13° ENTERIOR DEBIGGLES SHEATHING
1. 13° FREMI WALL BOARD
1. 13° FREMI WALL
1. 13° FRE

-CLADDING AS PER ELEVATIONS
-AR EMERIER
-1/2" PLYMODD
-2x4 WOOD SINDS 9 16" O.C.
-BATT INSULATION
-1/2" PLYMODD

WA-EXTERIOR SHED WALL

CEILINGS

 $\mathbf{\omega}$

CO1- PINISHED CEILING

DIPERSONAL IDABER FRANKOFIRENIO AVAPOR BARRIER (WHEN EXPOSED TO ATTIC) ASOND PARELING (ON LOWER LEVEL) "IV" SAG ESSESTANT GAPSAN BOARD LLON PROFILE TEXTIKED PINSH

FLOORS

COUSTIC BATT FILLED JOIST CAVITY LAYERS 5/8" GYPSUM WALL BOARD, TYPE 'X F1-11" T.J. SOMD INSULATED, 1HR FRR VINYL PLANK FLOORING 5/8" OSB T+6 SJBFLOOR

-VINYL PLANK FLOORING -5/8" OSB T+6 SUBFLOOR F2- 11" T.J. 45mln FRR

ACOUSTIC BATT FILLED JOIST CAVITY 5/8" GYPSUM WALL BOARD, TYPE 'X FP-INSULATED BASEMENT SLAB VINYL PLANK FLOORING 5/8" FLOORING UNDERLAY

⋖

AVAPONE BARRIER.
-REINFORCED CONCRETE SLAB (AS PER REINFORCED)
-S' RIGHT INSAL)
-S' RIGHD INSULATION (MIGH DENSITY, BEARNS) COMPACTED GRAVEL (AS PER STRUCTURAL)

PLYWOOD SHEATHING (AS PER STRUCTIRAL)
-FRANKIG (AS PER STRUCTIRAL)
-FRANKIG (AS PER STRUCTIRAL)
-27 ROIG NEULATION INDERSIGE FRANKIS
-1/27 STRUCTIVE (SWOOTH FINISH)
-1/27 STRUCTIVE AND FAGAL AS PER ELEVATIONS

INTERIOR PARTITIONS

P1- 2x4 INTERIOR PARTITION -1/2" GYPSUM WALL BOARD -2X4 WOOD STUPS @ 16" O.C. -1/2" GYPSUM WALL BOARD

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES P2-2X6 PLUMBING/BEARING PARTITION -1/2" GYPSUM WALL BOARD -2X6 WOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES P3-2X6 FURRED PLUMBING PARTITION -2x6 WOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD

P4-2X4 EXTERIOR SHED PARTITION -1/2" PLYWOOD -2x6 WOOD STUDS @ 16" O.C. -1/2" PLYWOOD

1 LIVERS 5/0" THE X GPPSIM MALL BOARD
ALK PAGE 110 0 16" OC.
THE SPACE 10" OC. PS- PARIT WALL (1 HR FRR, STC 51)

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLIMBING FIXTURES

-CLADONG (AG PER ELEVATIONS)
-CLADONG (AG PER ELEVATIONS)
-1/2" DENEGLAGE SHEATHING
-2x6 WOOD STUDS or 16" O.C.
-CAVITY FILLED PHIREAL WOOL INSULATION
-1/2" DENEGLAGE SHEATHING P6-2x6 MOOD GABLE WALL

DRAWING SYMBOLS LEGEND

GENERAL NOTES

WINDOW TYPE TAS, REFER TO SCHEDULE 2. DOOR TAS REFER TO SCHEDULE

• ٣

ROOM TAG ROOM NAME

DETAIL INDICATOR Ref. DETAIL # PAGE CROSS REFERENCE

SECTION 4 ELEVATION INDICATOR

Ref SECTION :

PAGE CROSS REFERENCE ELEVATION INDICATOR

CEILING HEIGHT INDICATOR

SENOTE INDICATOR WALL TYPE SYMBOL

> ů. (E)

ROOF TYPE SYMBOL

- VIEW DIRECTION OF ELEVATION

LEVEL NAME

OCH= 3000

FLOOR TYPE SYMBOL (2)

CONTRACTOR TO COMPARE DRAWINGS TO SITE CONDITIONS AND REPORT DESCREPANCIES TO ARCHITECT. ALL WORK COMPLES WITH THE REQUIREMENTS OF THE MATORAL, BULDNIG CODE - 2018 BCBC EDITION AND COORDINATE ALL INFORMATION FROM ALL
ARCHITECHALA, STRUCHALA, RECHRICAL, RECORDINATE
AND CA'LL COSELI-WITS DOCUMENTS, COORDINATE
DIPERSIONS REQUIRED FOR THE FITTING OF ALL
COMPONENTS AS NECESSARY TO BISINET HERR SOUND
OPERATION HOSA COMPLETION.

berry architecture

SEALS

5. ALL MALL, FLOOR, AND ROOF ASSENBLES SHOWN ON THE CONTRICTORY OF COMPLETED CONSTRUCTION ASSENBLY PAGE SHOWN THE REPRESENTATION OF COMPLETED CONSTRUCTION ASSENBLY, REPRESENTED CONSTRUCTION ASSENBLY, REVENTION THESE ASSENBLY OF COMPLETED ON THE FOLLOWING CONSTRUCTION DRAWNES.

1. RETER TO STRUCTINAL, FRANING FLAWS FOR LOCATIONS OF ALL INTERIOR HAND THE POLICY OF THE POST OF THE POST OF THE POLICY OF THE POST OF

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REVISIONS + ISSUES

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O23 O4 CE RE-ASSUED FOR BIALDING
PERMIT

ALL GYPSUM BOARD IN BATHROOMS AND COMMERCIAL KITCHENS SHALL BE MOISTURE RESISTANT TYPE.
ALL EXPOSED CONCRETE WALL CORNERS SHALL BE

ALL 6.1. FLAGHING EXPOSED TO VIEW SHALL BE PRE-FINISHED.

10. HANTAN CONTINUOS FER SATES ESPAÑON MEDANO MONOS STORAGES ROOMS, AND NECLANICAL ROOMS, AND NECHALINICAL PROVINCE STORAGES TO STRUCTURE.

11. PROVINE CONTINUOS SELVAN AROND BOTH SICIES OF ALL POOCK AND INNOON FEAVIES.

12. IN ALL LOCATIONS WHERE OFFISM BOARD ABUTS
DESPAILES ANTICINE, USEN ANTICAL, LIERA AT
EDGE SURPACES, ALLON SIMM 11- 6AP. EX DOCK, NINDON
FRAME, CONCRETE WALL, CONCRETE, BRICK ETC.
18. PROVINE CORNERS BEAD FOR ALL EXPOSED GYPSUM WALL
BOARD CORNERS.

14. ALL NOOD COMPONENCE DESCRITA TACCHES TO COMPONENCE DESCRIPCIÓN ALL BENEGO EN TEXTES ALL MAND DISCENT Y NOVER EXTENCE ALL BENEGO EN TEXTES.

15. DERREN ALL DE TROCEDO TECCHNICAL AND NO BLESTRICAL COMPONENTS IN FINEHED NEELS, AND NE NOTONE TEXTES.

16, SEE MECHANICAL AND ELECTRICAL FOR EXACT TYPES AN CAUANTITY OF DIFFUSERS, GRULLES, FIXTURES, AND EQUIPMENT, CO-ORDINATE SIZES AND EXACT LOCATIONS OF EXACT LOCATIONS OF EXACT LOCATIONS OF AN EXACT LOCATIONS AND EXACT LOCATION PLANS AND/OR DETAILS.

11. CALLK AND SEAL AROAND ALL DICTS AND PIPES PAGENG THROUGH FIRE RATED PARTIMONS AND FLOOR ASSOCIATION OF THE ROAD (LLC) AND TLONG SERVOUR CADSITCAL SEALANT AT LINCHORS OF SOND RATED PARTIMONS.

35 Ave Invermere BC

Generation Homes

Phase 1, Lots 1,3,5

Pinetree Meadows

WHERE ELECTRICAL OR OTHER CUTLETS OCCUR IN SCUND RATED PARTITION STAGGER THESE CUTLETS 2 STUD SPACES, PROVIDE ACCUSTICAL SEALANT ALL ARCUND.

Berry Architecture + Associates Suite 200, 5218-50 Avenue Red Deer, TAN 455

PROJECT TITLE

ARCHITECTURAL SHEET...

PLYWOOD SHEATHING (AS PER STRUCTURAL) DIMENSIONAL FRAMING (AS PER STRUCTURAL) SOFFITS AND FASCIA AS PER ELEVATIONS

RS- INSULATED DORMER ROOF

-ASPHALT SHINGLES UNDERLAY

AR BARRER PLYWOOD SPENTHIG (AS PER STRUCTIRAL) OPEN YOE TRUGGE (AS PER STRUCTIRAL) BLOWN CELLULOSE RSO CAN WELL STOPS SOFFITS AND FASCIA AS PER ELEVATIONS

RI- INSULATED TRUSS ROOF

ROOFS

ASPHALT SHINGLES

ROOF ROOF ROOF

AGPHALT SHINGLES

BARRIER

| | Sheet Name | 1- | 7 | SITE PLAN + BYLAW REVIEW | OOR PLAN | PLAN | OR PLAN | | EXTERIOR BUILDING ELEVATIONS | EXTERIOR BUILDING ELEVATIONS | EXTERIOR BUILDING ELEVATIONS | EXTERIOR BUILDING ELEVATIONS | SHOTS | ON DETAILS | CONSTRUCTION DETAILS CONT. | CONSTRUCTION DETAILS CONT. | CONSTRUCTION DETAILS CONT. |
|------|------------|-------------|-------------|--------------------------|---------------------|-----------------|-------------------|-----------|------------------------------|------------------------------|------------------------------|------------------------------|-------------------|----------------------|----------------------------|----------------------------|----------------------------|
| i | 5 | COVER SHEET | CODE REVIEW | SITE PLAN + E | BASEMENT FLOOR PLAN | MAIN FLOOR PLAN | SECOND FLOOR PLAN | ROOF PLAN | EXTERIOR BU | EXTERIOR BU | EXTERIOR BU | EXTERIOR BU | BUILDING SECTIONS | CONSTRUCTION DETAILS | CONSTRUCTIC | CONSTRUCTIC | CONSTRUCTIC |
| Sect | MADEL | Ø.0 | A1.0 | 50.0 | 9.0 | A3.1 | 43.2 | A3.4 | A4.0 | 74.1 | A4.3 | A4.4 | A5.0 | 7,60 | A6.1 | 76.2 | A6.3 |
| | | | | | | | | | | | | | | | | | |

SHEET

CONER

BUTT DHIWARO

A1.0 DOOR + WINDOM SCHEDULES A4.0 SPECIFICATIONS

scale: As indicated DRAWN: RKCO CHECKED: IM/RR OCT 23

A0.0

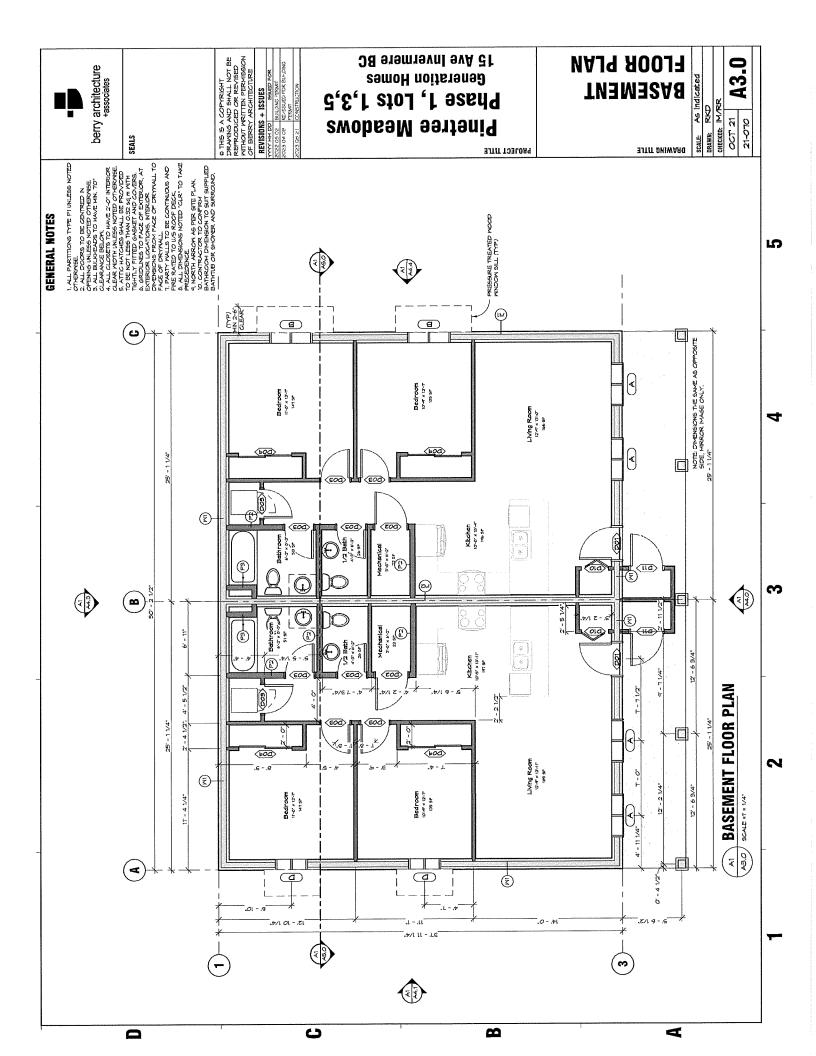
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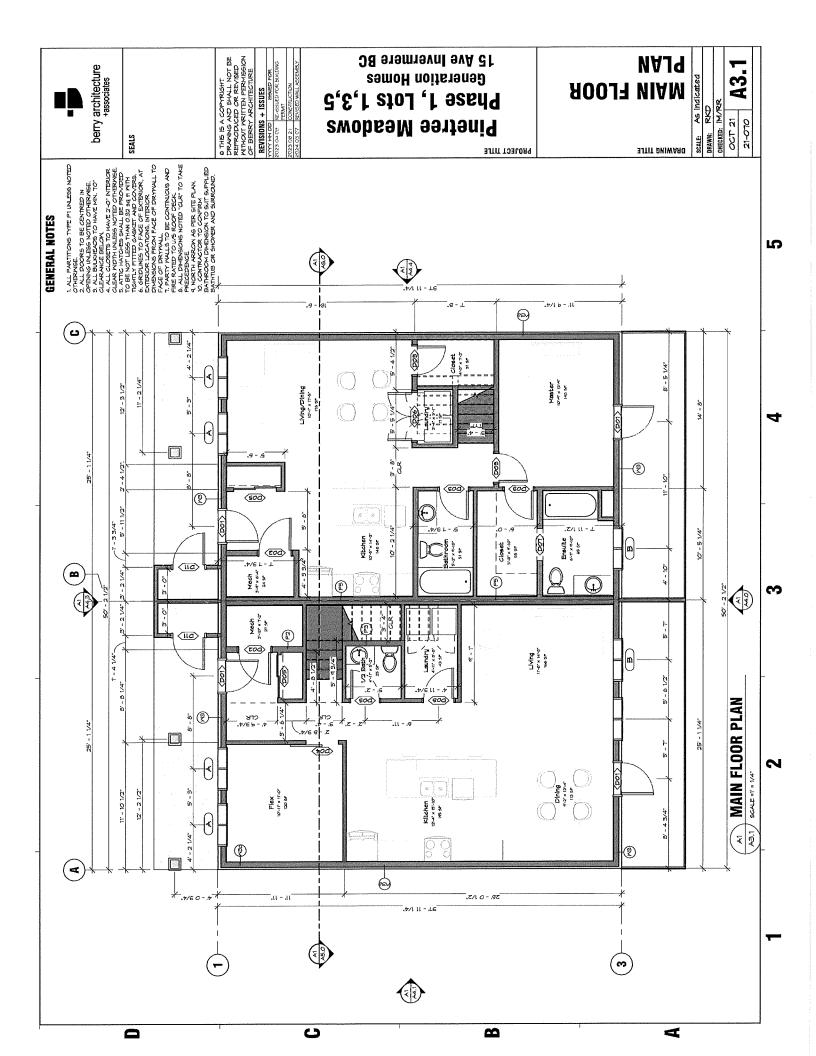
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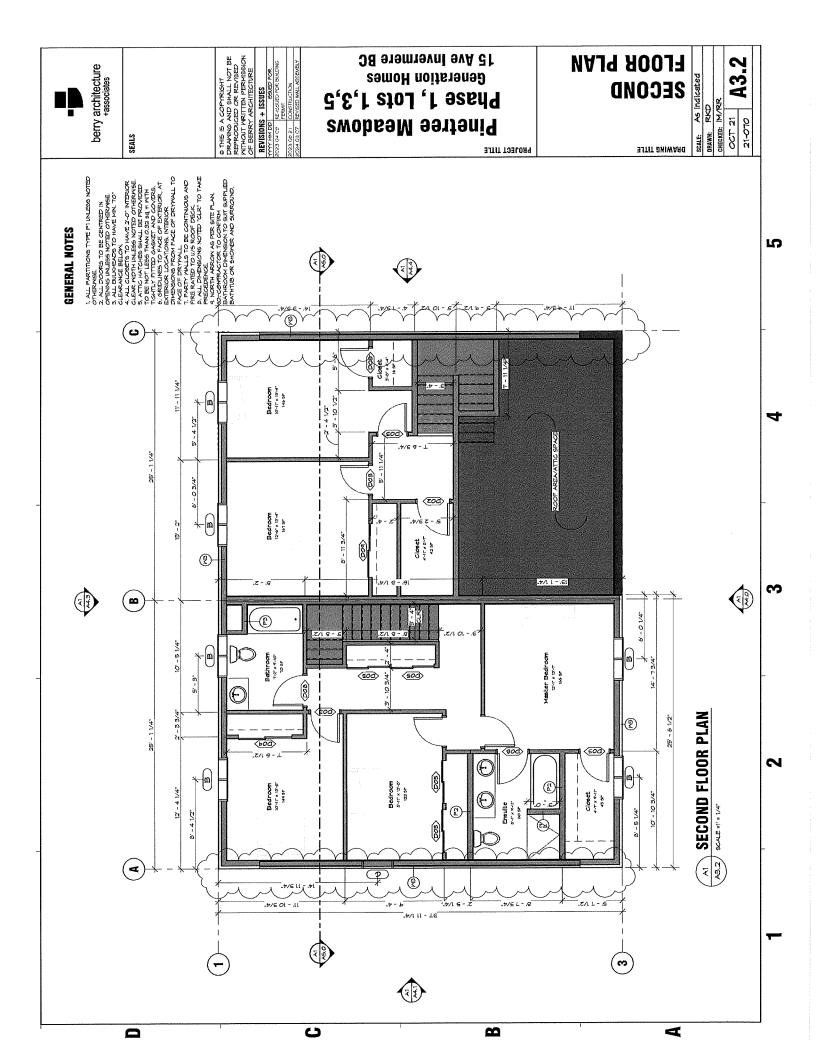
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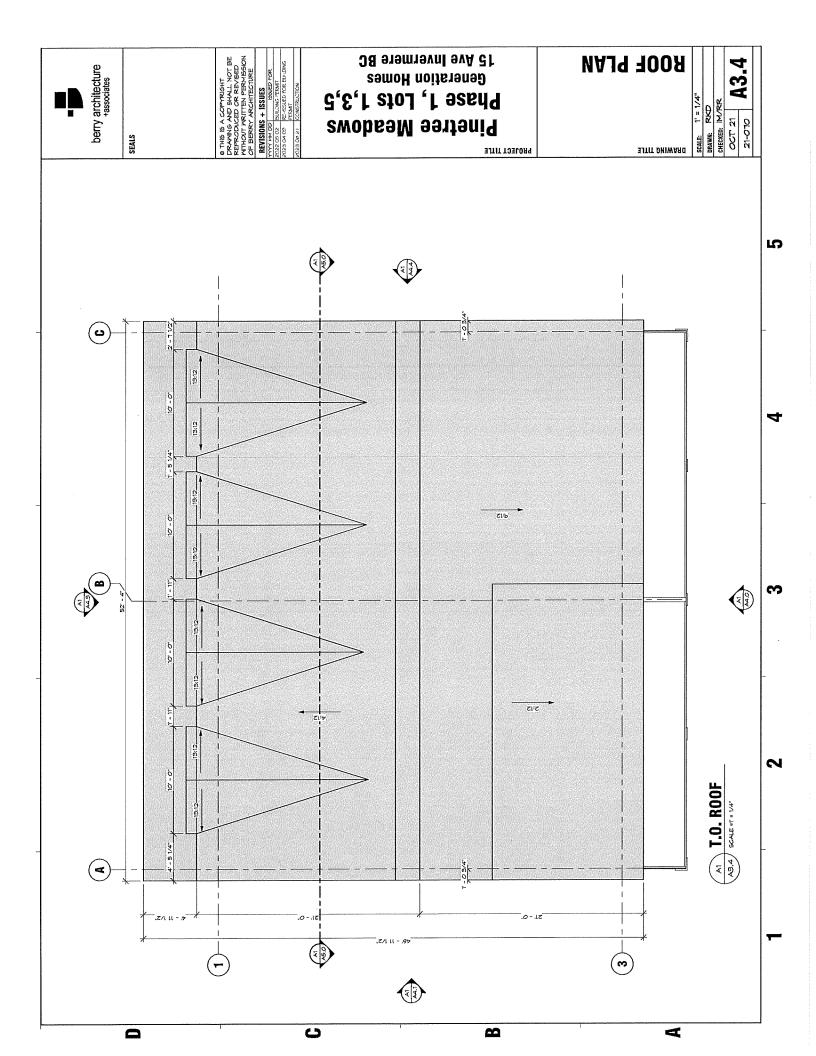
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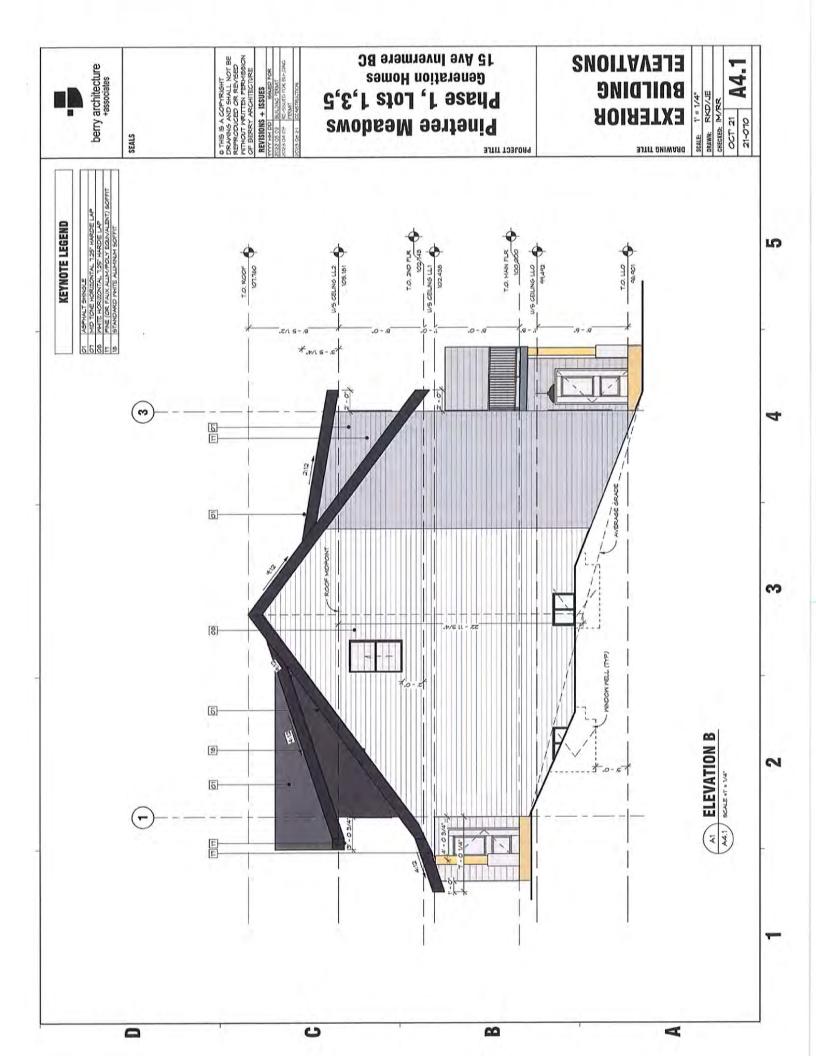




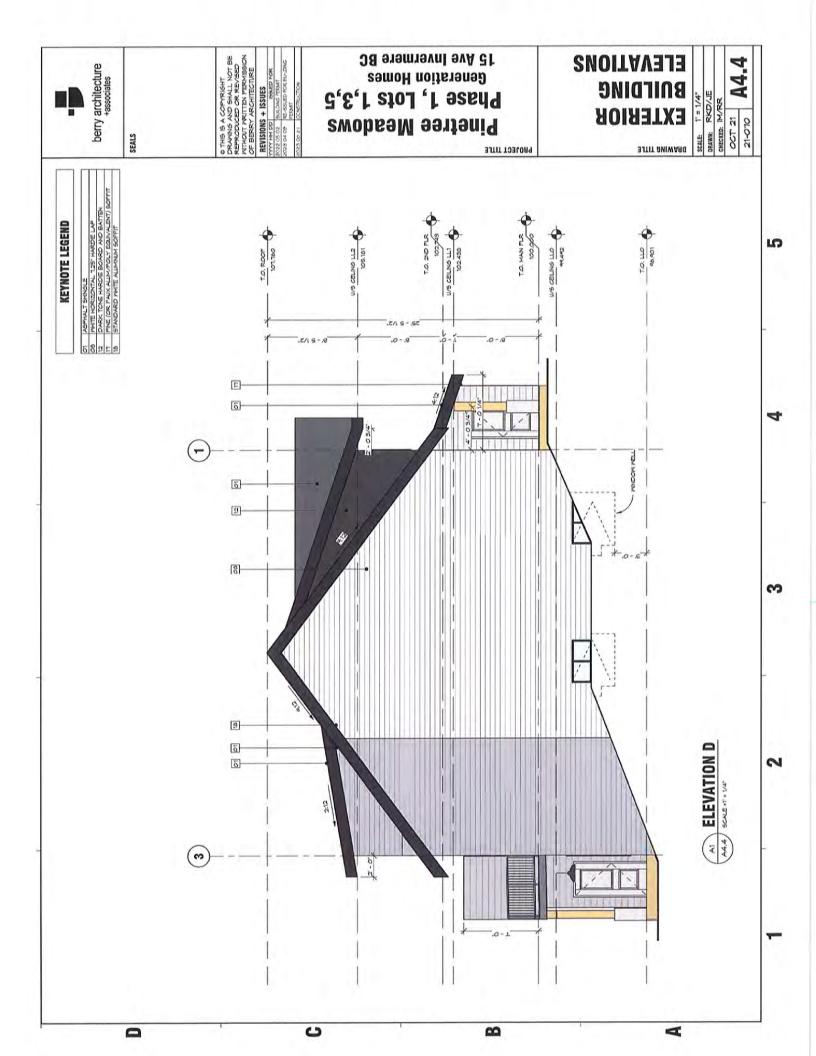


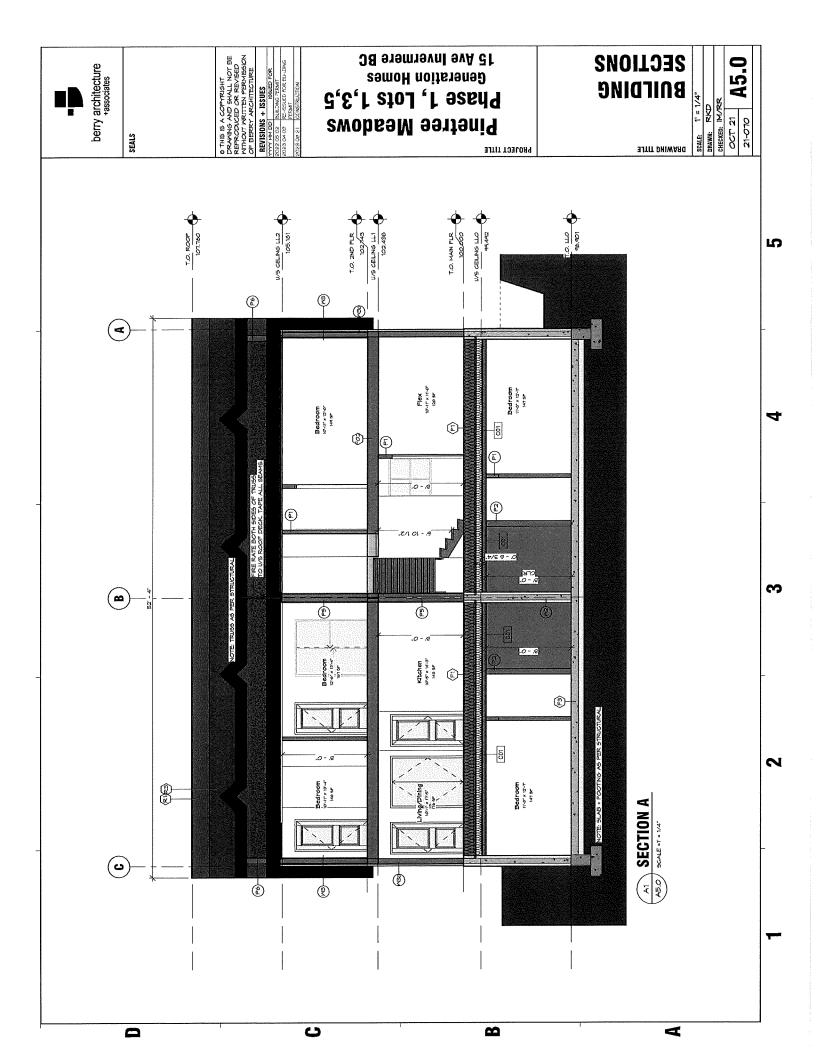


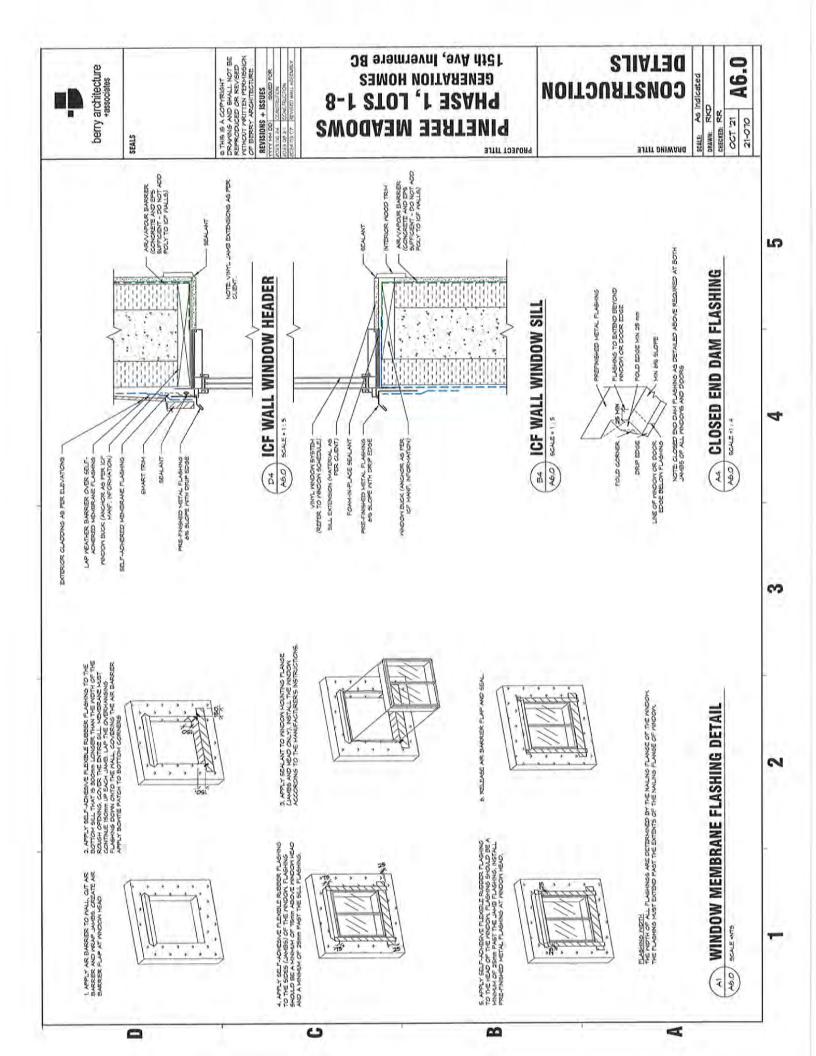


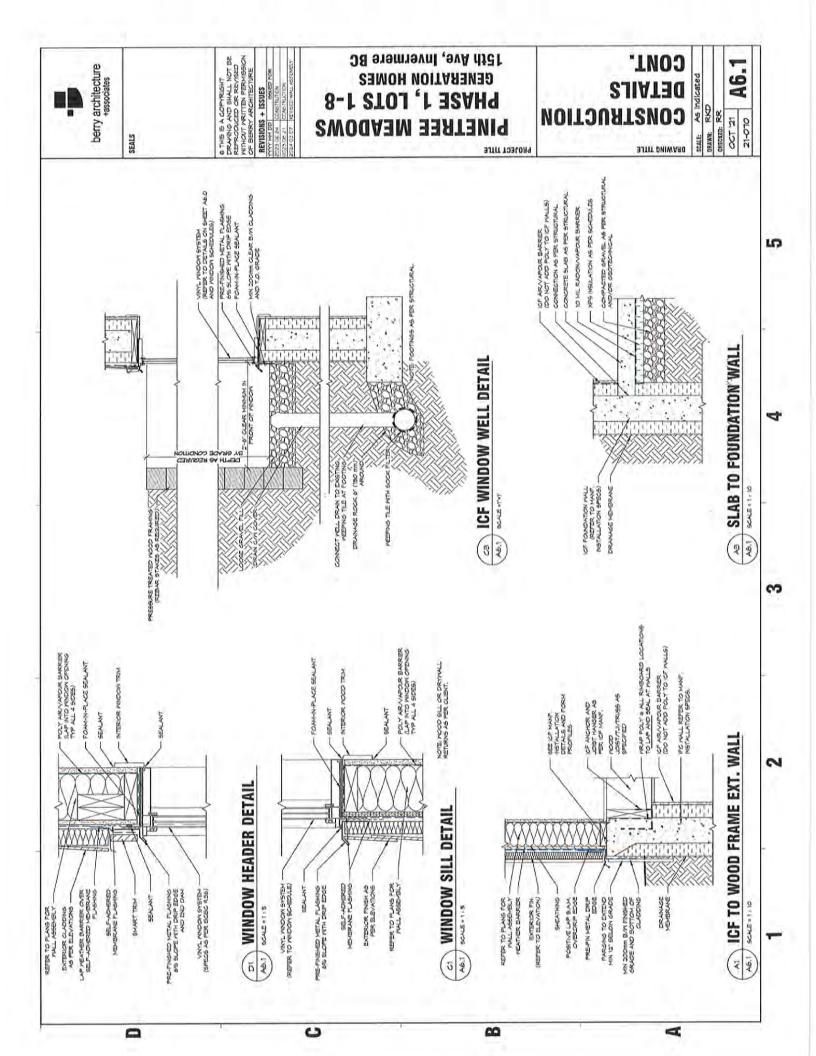


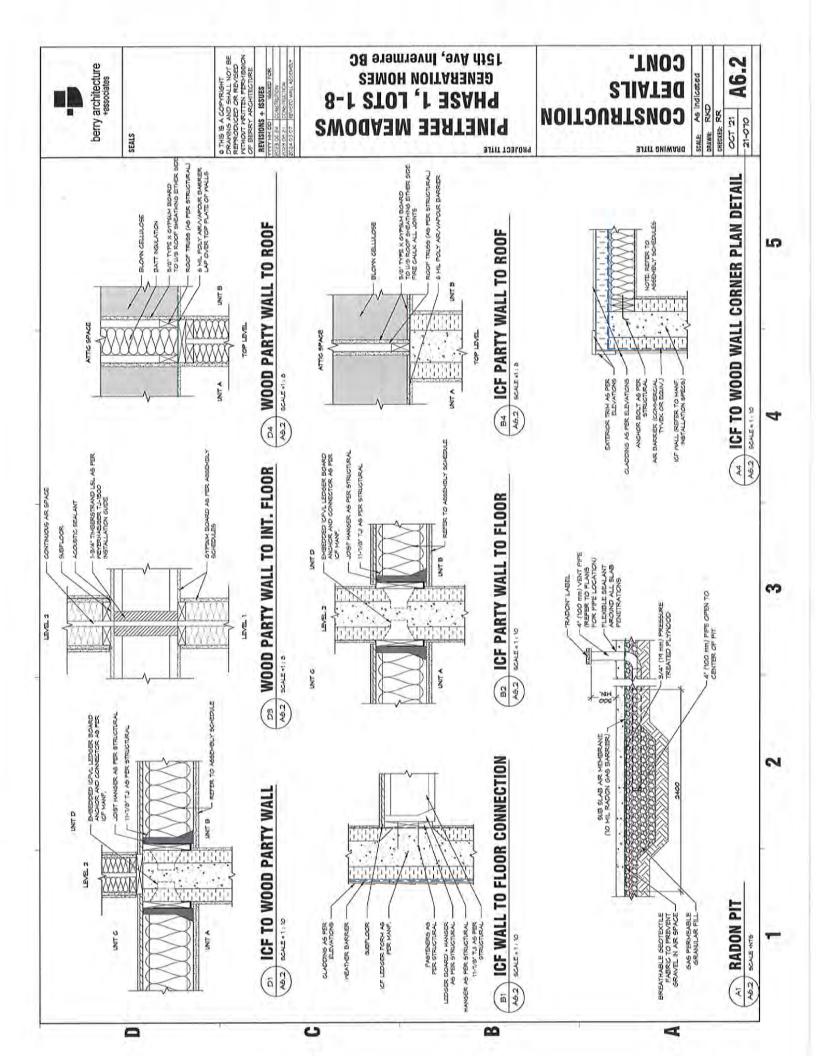


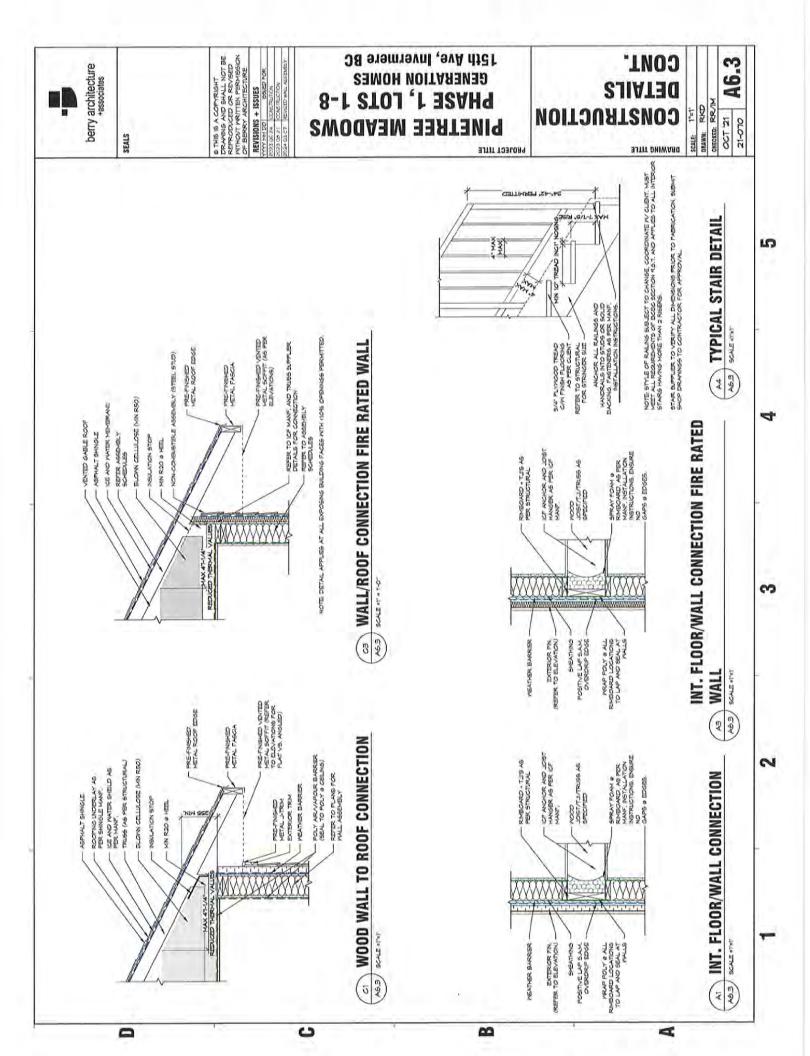












Phase 5

LODGEPOLE MODEL

INTERIOR PARTITIONS

P1-2x4 INTERIOR PARTITION -1/2" GYPSUM WALL BOARD -2x4 WOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD

ASSEMBLY SCHEDULES

EXTERIOR WALLS

MI- 6" ICF EXTERIOR WALL

AND SHE SELVATIONS
AND SHARIBE
AND SHEAT SHEAT
AND SHEAT

M2-6" ICF CENTRE WALL (THR FRR.)

WS-EXTERIOR ABOVE GRADE WALL -1/2" GYPSJM WALL BOARD -2 1/2" RIGID INSULATION -2 1/2" RIGID INSULATION -2 1/2" RIGID INSULATION -1/2" GYPSJM WALL BOARD

-1,2" NON-COMBUSTIBLE CLADDING (AS PER ELEVATIONS) -2 1/2" RIGID INGULATION -VAR, WEATHER BARRIER
-VAE EARBRICK GRADE SHEATHING
-XAE WOOD STUDE (624" O.C.)
-CAVITY FILLED BATT INSULATION
-V.Z" OFTSUM WALL BOARD
-LOJID APPLIED VAPON BARRIER

C

-1/2" NON-COMBUSTIBLE CLADDING (AS PER ELEVATIONS)
-1/2" NON-COMBUSTIBLE CLADDING (AS PER ELEVATION)
-1/2" CHERRICAN ENGAGES SHEATHING
-2-26 MOOD STUDS (016" O.C.)
-2-26 MOOD STUDS (016" O.C.) YEAR EXTERIOR ABOVE GRADE WALL

WA EXTERIOR SHED WAL

-CLADONO AS PER ELEVATIONS
-AIR BAKREIRR
-1/2" PLYMODD
-2X4 WOOD STUDS @ 16" O.C.
-EATT PRELATION
-1/2" PLYMODD

CEILINGS

8

CO1- FINISHED CELLING

FLOORS

ACOUSTIC BATT FILLED JOIST CAVITY 2 LAYERS 5/8" GYPSUM WALL BOARD, TYPE 'X P1-11" T.J. SOUND INSULATED, 1HR FRR VINYL PLANK FLOORING 5/8" OSB 7+6 SUBFLOOR

72- 11" T.J. 45min FRR WWWW

-11 1/8" TJI'S -ACOUSTIC BATT FILLED JOIST CAVITY -5/8" GYPSUM WALL BOARD, TYPE 'X -VINYL PLANK FLOORING -5/8" OSB T+6 SUBFLOOR

F2- INSULATED BASEMENT SLAB

NAME, PLANK FLOORNG

5/0" FLOORNG INDERLAY

VAPOR BARREY

VAPOR BARREY

STRUCHICAL

FROM SULTION (MICH DENSITY,

BEARING)

STRUCHICAL

FROM SULTION (MICH DENSITY,

BEARING)

STRUCHICAL

STRUCHICAL

STRUCHICAL

STRUCHICAL

Generation Homes Phase 1, Lots 1,3,5

JS Sye Invermere BC Pinetree Meadows

GENERAL NOTES

DO NOT SCALE DRAWINGS, CONFIRM ALL DIMENISIONS ON SITE AND REPORT DISCREPANCIES TO OWNER AND

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4. WORK COMPLIES WITH THE RECOINGNIES OF THE NATIONAL BUILDING CODE - 2019 BCBC EDMON AND LICKA-COMPLIES WITH THE RECOINGNIES OF THE NATIONAL BUILDING CODE - 2019 BCBC EDMON AND LICKA-COMPLIES OF THE THING OF COMPLIES OF THE THING OF ALL COMPLIES OF THE THING OF THE

SECTION & BLEVATION INDICATOR

VIEW DIRECTION OF ELEVATION

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES

P4-2X4 EXTERIOR SHED PARTITION

-1/2" PLYWOOD -2X6 WOOD STUDS @ 16" O.C. -1/2" PLYWOOD

- SECTION "

PAGE CROSS REFERENCE ELEVATION INDICATOR

ELEVATION 1

FLOOR TYPE STABOL ROOF TYPE STMBOL

2. LATES 5.0" THE X OFFSM MALL BOARD
AM MOOD SINDS 0 16" OC.
TANK SPACE
AND SINDS 0 18" OC.

NOTE: NSTALL FULL HEGHT MOISTURE RESISTANT BOARD BEHIND ALL PLIMBING FIXTURES

-1/2" DENSGLÁSS SHEATHING -2×K MODO STUDS © 16" O.C. -CAVITY FILLED MINERAL MOOL INSULATION -1/2" DENSGLÁSS SHEATHING

-CLADDING (AS PER ELEVATIONS) -WEATHER BARRIER

P6-2X6 MOOD GABLE MALL

11. CAULK NO ESA, ROUDO ALL DUCTS NOT PIESE PASSING NEGLIES WITH APPROVED (U.C.) WASTIC CAULCING. HER OVER CAUCHON, WASTIC CAULCING. RENOVER ACCORDING, SEALANT AT JINCTIONS OF SOUND RATED PARTICING.

Berry Architecture + Associates Suite 200, 5218-50 Avenue Red Deer, TAN 485

| N The state of the | ella treat |
|--|------------------------------|
| 0.04 | COVER SHEET |
| 0.14 | CODE REVIEW |
| 20 | SITE PLAN + BYLAW REVIEW |
| A3.0 | BASEMENT FLOOR PLAN |
| 43.1 | MAIN FLOOR PLAN |
| 43.2 | SECOND FLOOR PLAN |
| 43.4 | ROOF PLAN |
| 640 | EXTERIOR BUILDING ELEVATIONS |
| A4.1 | EXTERIOR BUILDING ELEVATIONS |
| 6.44 | EXTERIOR BUILDING ELEVATIONS |
| 4.44 | EXTERIOR BUILDING ELEVATIONS |
| 45.0 | BUILDING SECTIONS |
| 46.0 | CONSTRUCTION DETAILS |
| A6.1 | CONSTRUCTION DETAILS CONT. |
| A6.2 | CONSTRUCTION DETAILS CONT. |
| 46.3 | CONSTRUCTION DETAILS CONT. |
| | |

SHEET

COVER

BITIT DHIWARD

WINDOW TYPE TAG, REFER TO SCHEDULE

DOOR TAS REFER TO SCHEDULE

DRAWING SYMBOLS LEGEND

DETAL INDICATOR

P2-2X6 PLUMBING/BEARING PARTITION

-1/2" GYPSUM WALL BOARD -2X6 WOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD

ROOM TAG

ROOM NAME

4

- PAGE CROSS REFERENCE Ref. DETAIL *

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLIMBING PIXTURES

P9-2x6 FURRED PLIMBING PARTITION

-2x6 WOOD STUDS & 16" O.C. -1/2" GYPSUM WALL BOARD

SEALS

DRAWING AND SHALL NOT BE REPRODUCED OR REVISED WITHOUT WRITTEN PERMISSION OF BERRY ARCHITECTURE

ISSUED FOR SULDING PERMIT

REVISIONS + ISSUES

23 06 21 CONSTRUCTION 24 03 07 REVISED WALL ASSEMBL

6. RETER TO STRUCTINAL TRANSIC TANS FOR LOCATIONS
ALL RETER TO STRUCTINAL TRANSIC TANS SERVICES AND STRUCTIONS
WILL LOCATIONS.
TALL OFFERENCE TO BATHEROOMS AND CONVERGIA.
TOTAL OFFERENCE SHALL BE CONVERTE MALL CONNERS SHALL BE CHANTERED.

4. ALL G.I. FLASHING EXPOSED TO VIEW SHALL BE PRE-INISHED.

10. HANTAN COMBUSS FEE SKYTES ERFRANDA KAONO MANTAN COMPAS, STORAGE ROOMS, AND NECHANICAL ROOMS, CARRY, MALLS TO INEPERSISE OF STRUCKINE.

I. PROVIEE CANNILOUS ELANT KROND BOTH SIDES OF INTERPORT STRUCKINE.

I. DOOR AND WINDOM FRANES.

CEILING HEIGHT INDICATOR

CH= 3000

KEYNOTE INDICATOR WILL TYPE SYMBOL

> (2) (2)

PS-PARITY WALL (1 HR PRR. STC 51)

ALL LOCATION WINDOM TRANSPORT BONED ABUTE DEGRAMMA TO THE ALL LOCATIONS WERE OFFICIAL BONED ABUTE DEGRAMMA THE DEGRAMMA THE ALL LOCATIONS ALLOS AND THE ALLO

NORTH ARROW

ARCHITECTURAL SHEET... Phone: 403-314-4461 Contact:

NOPERLAY AR BARRIER PLYNOOD SHEATHING (AS PER STRUCTURAL) POINTSOUNDAL FRANKING (AS PER STRUCTURAL) SOFFITS AND FACIA AS PER ELEVATIONS

RS- INSULATED DORMER ROOF

ASPHALT SHINGLES

PLYNOOD SHEATHING (AS PER STRUCTURAL, OPEN WER TRUSCHEACH) SHEALTHAL) BLOWN CELLULOSE RSO CAY HEEL STOPS SOFFITS AND PASCIA AS PER ELEVATIONS

31- INSULATED TRUSS ROOF

ROOFS

-ASPHALT SHINGLES

22- UN-INSULATED CANOPY ROOF

ASPHALT SHINGLES

A0.0

scale: As indicated

CHECKED: IM/RR DRAWN: RKD OCT 21 21-0-12

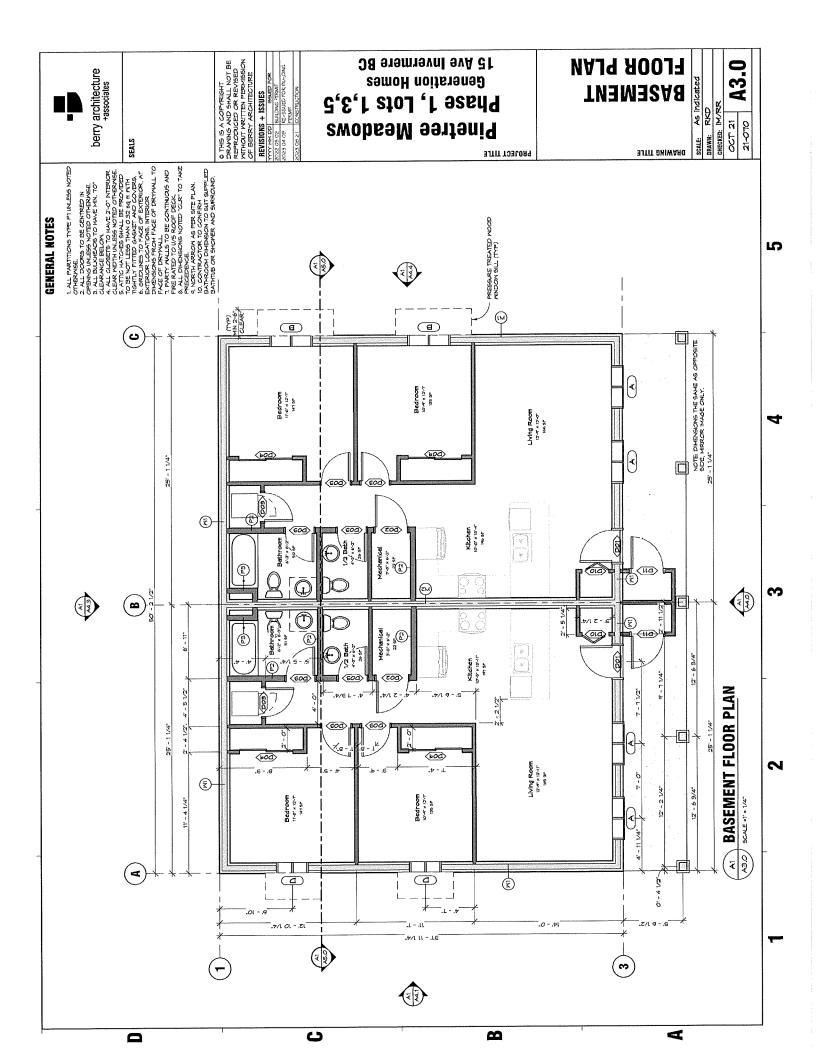
A1,0 DOOR + WINDOW SCHEDULES A9,0 SPECIFICATIONS

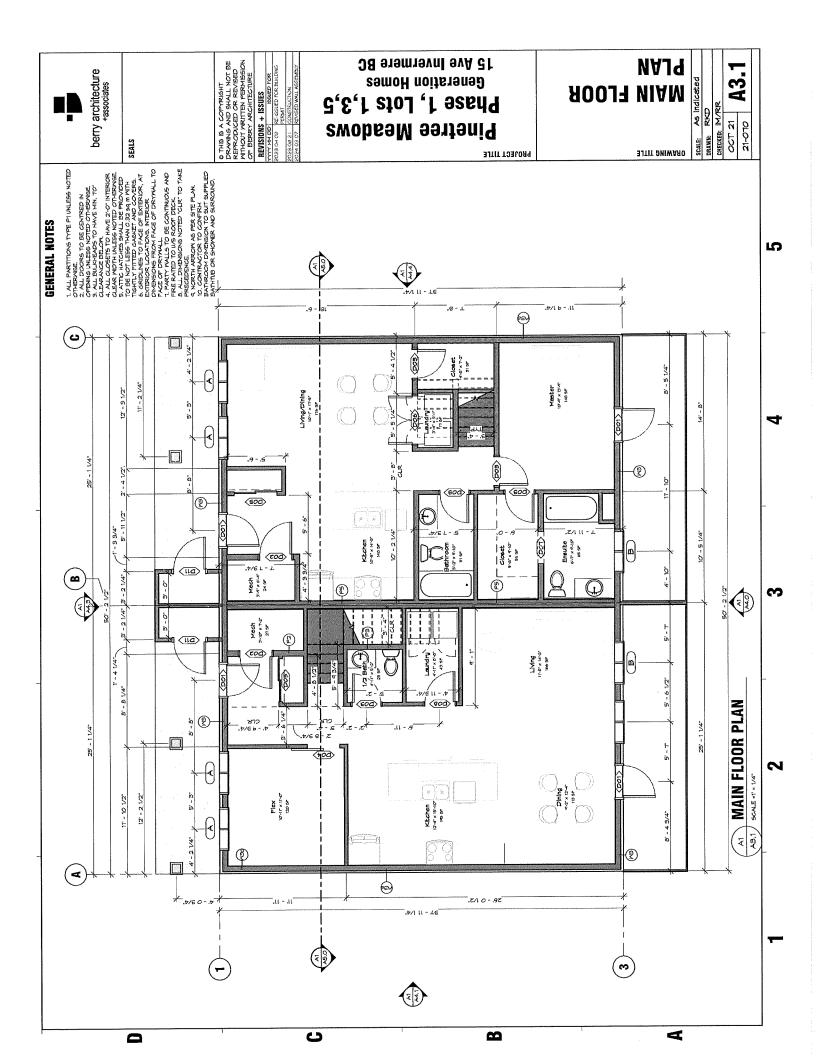
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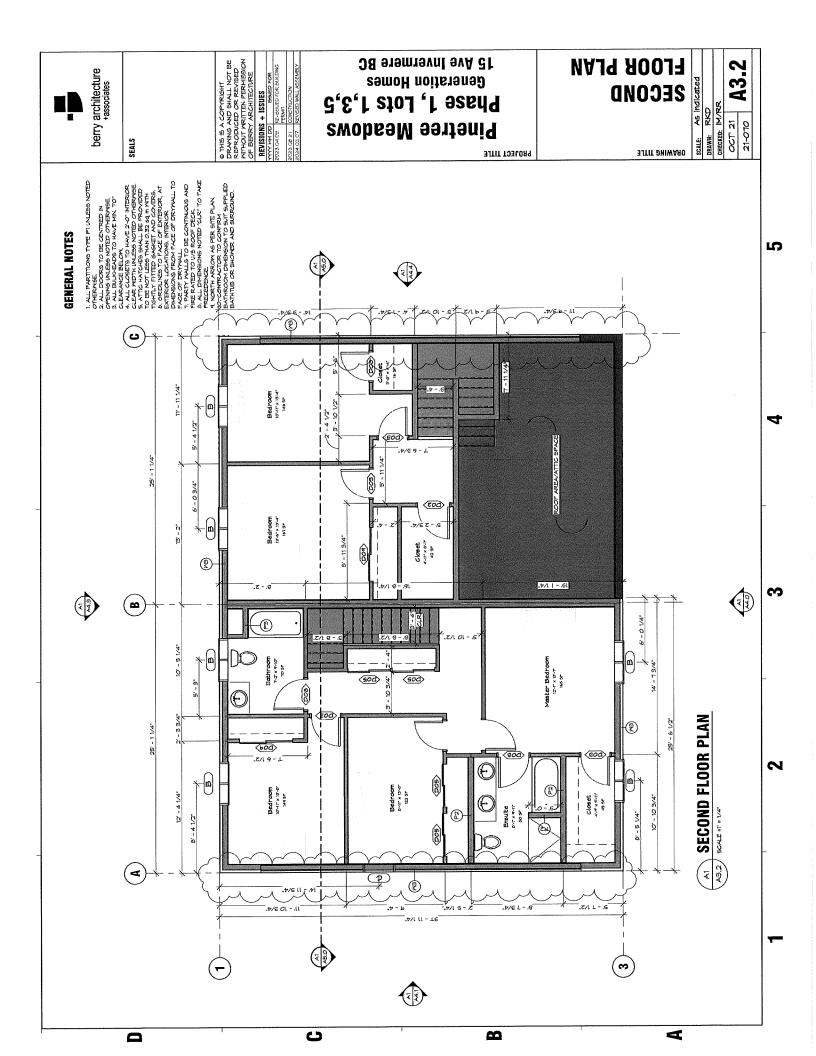
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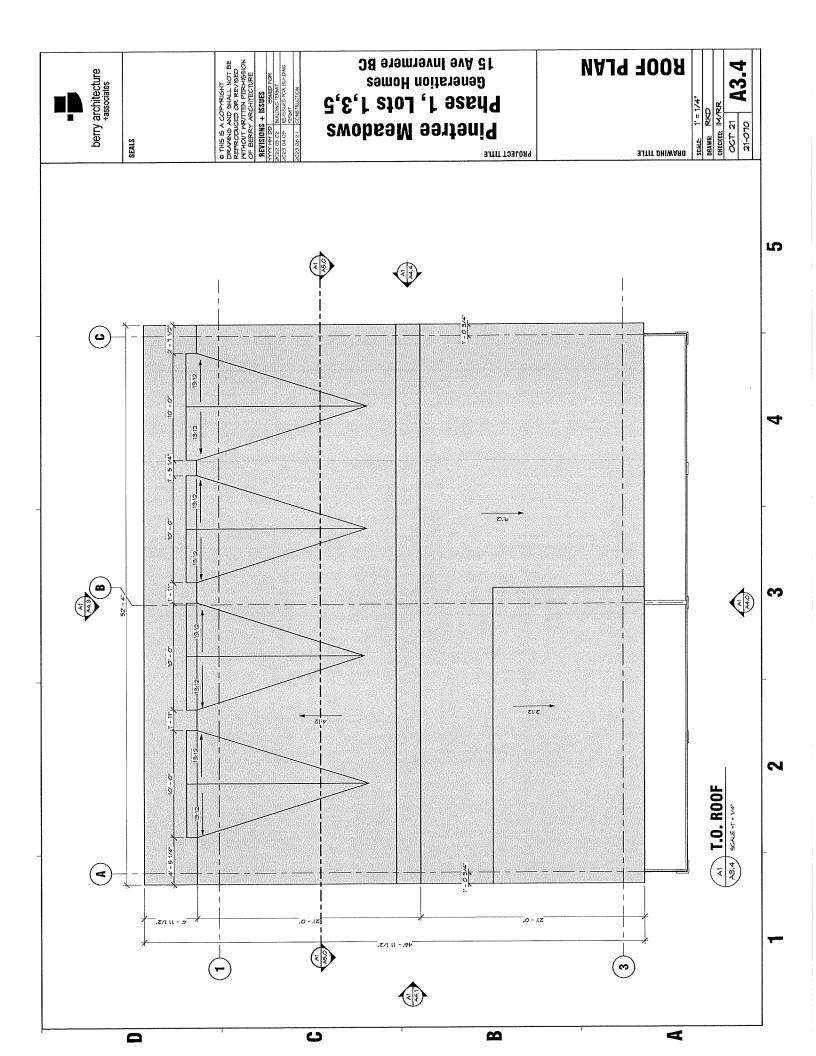
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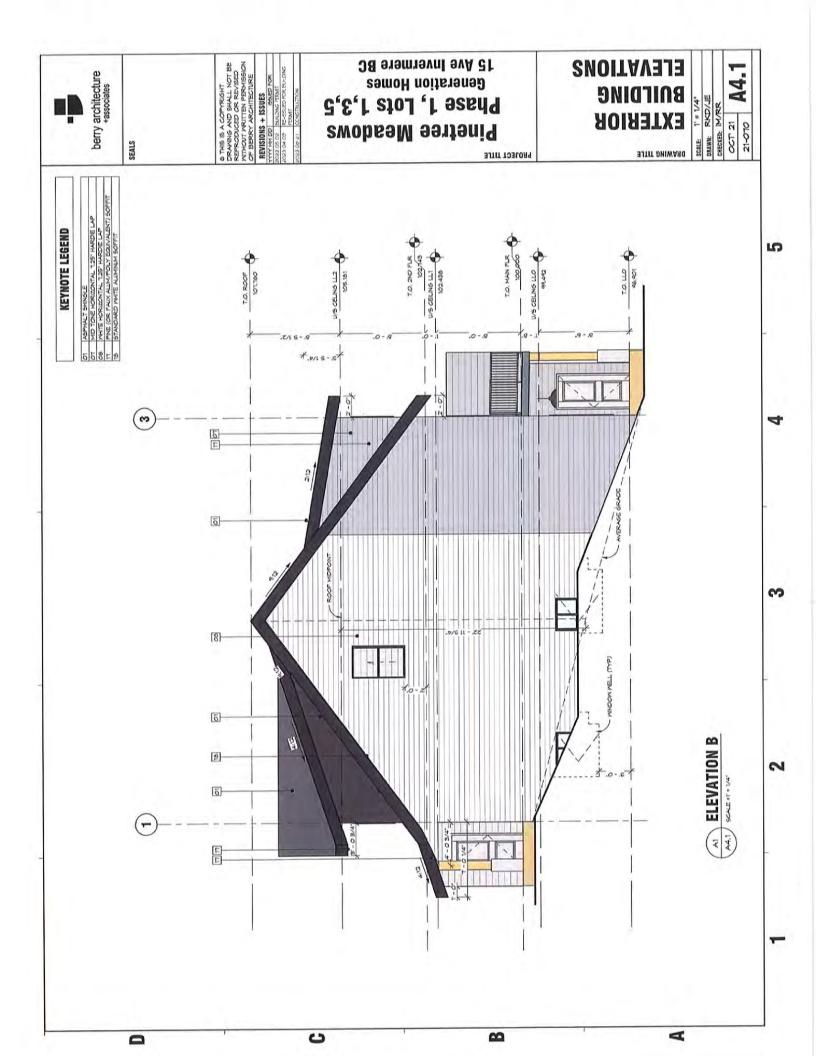




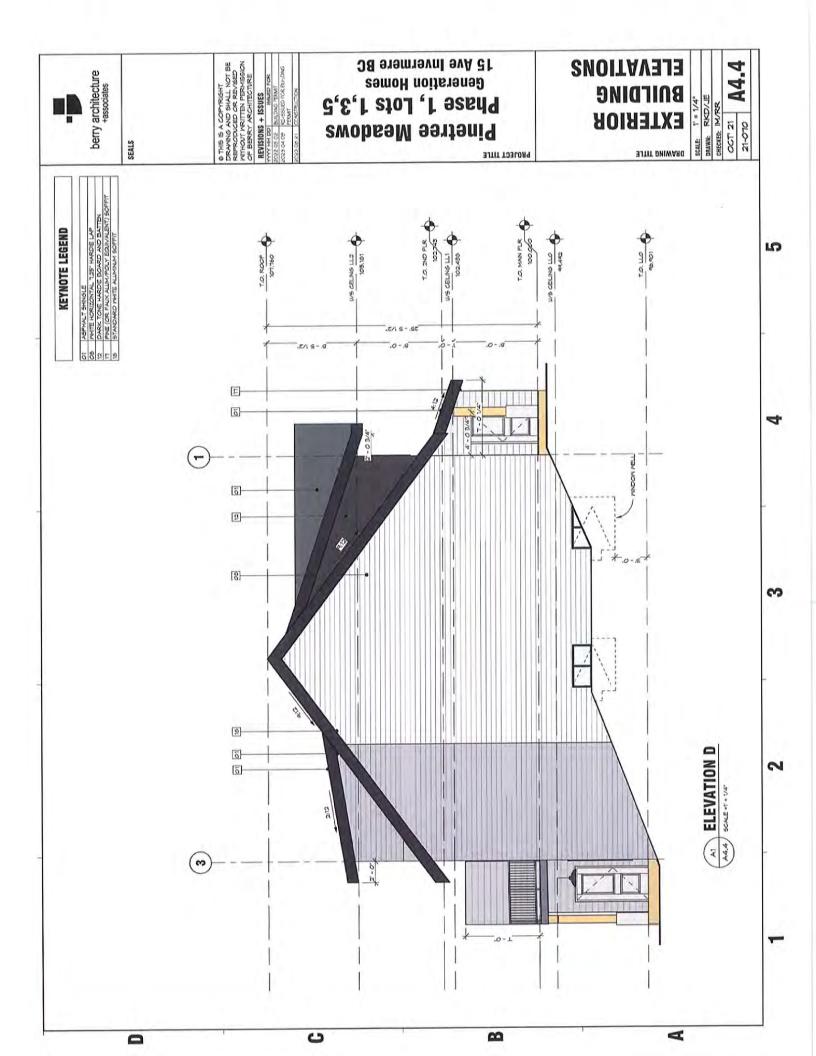


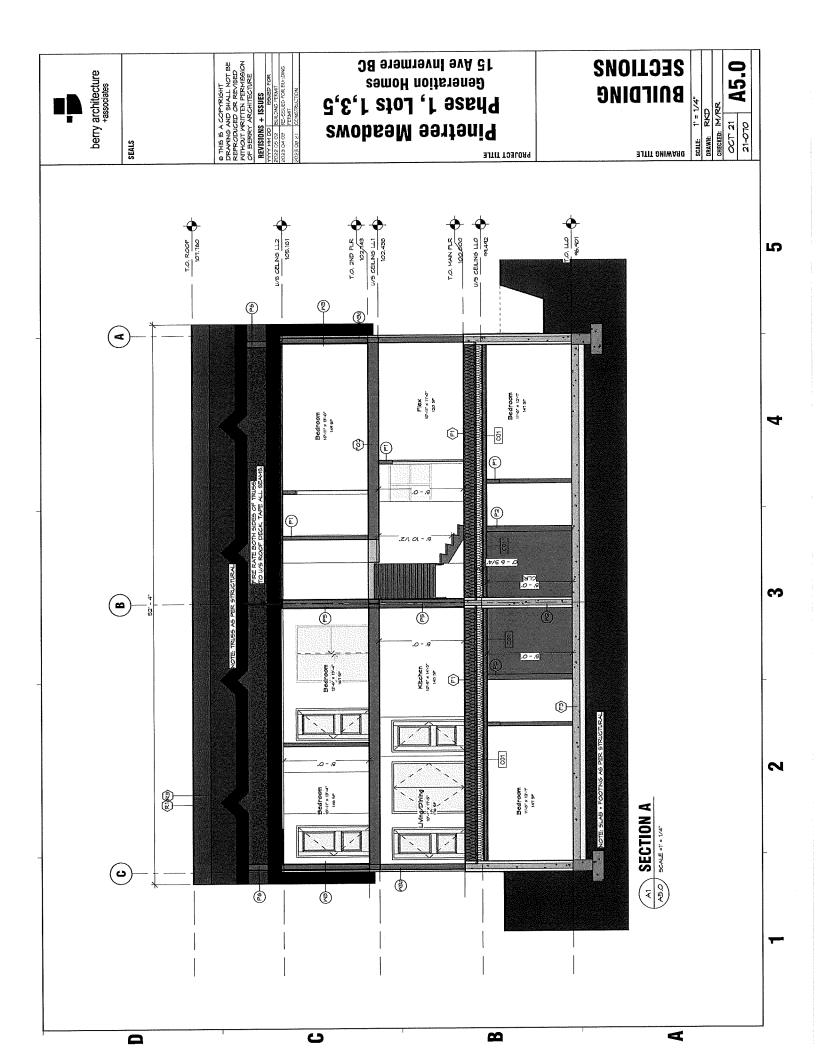


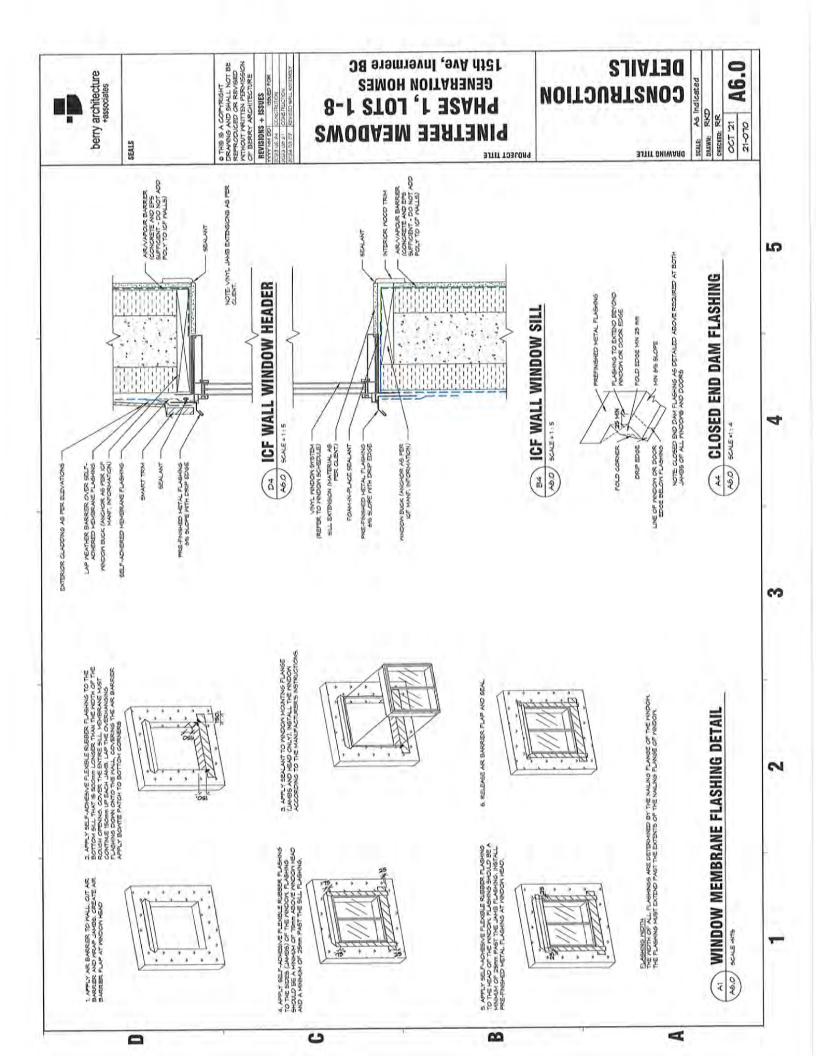


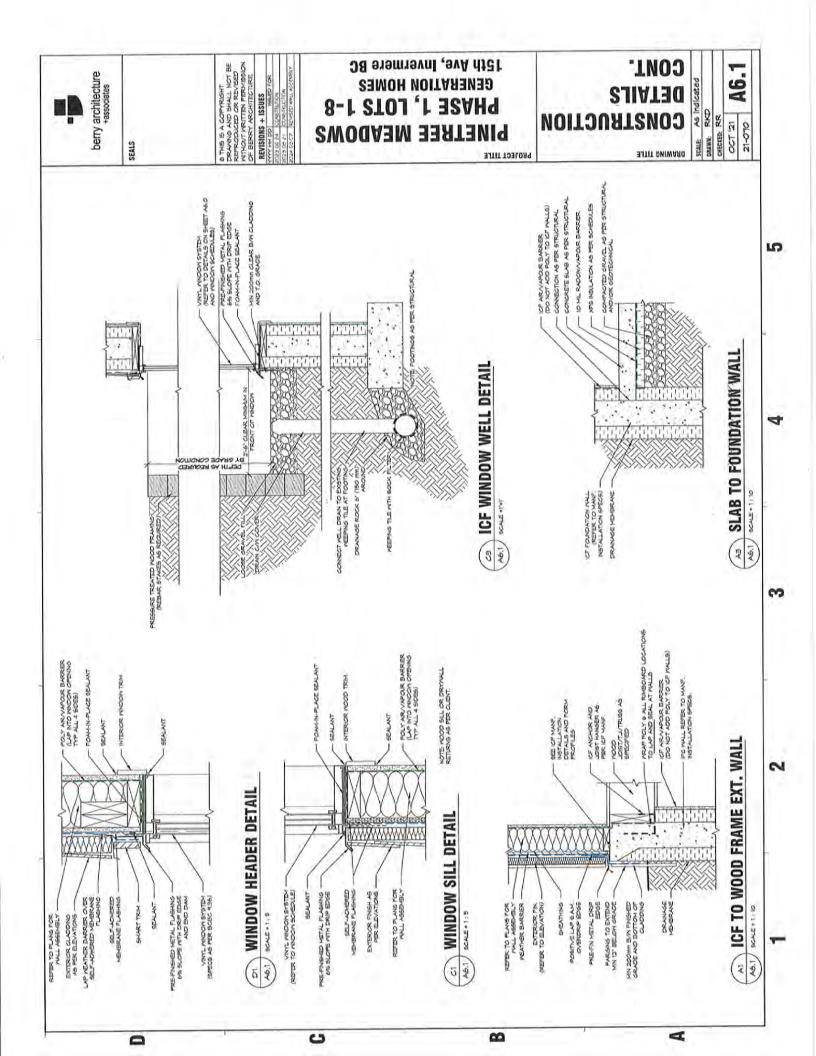


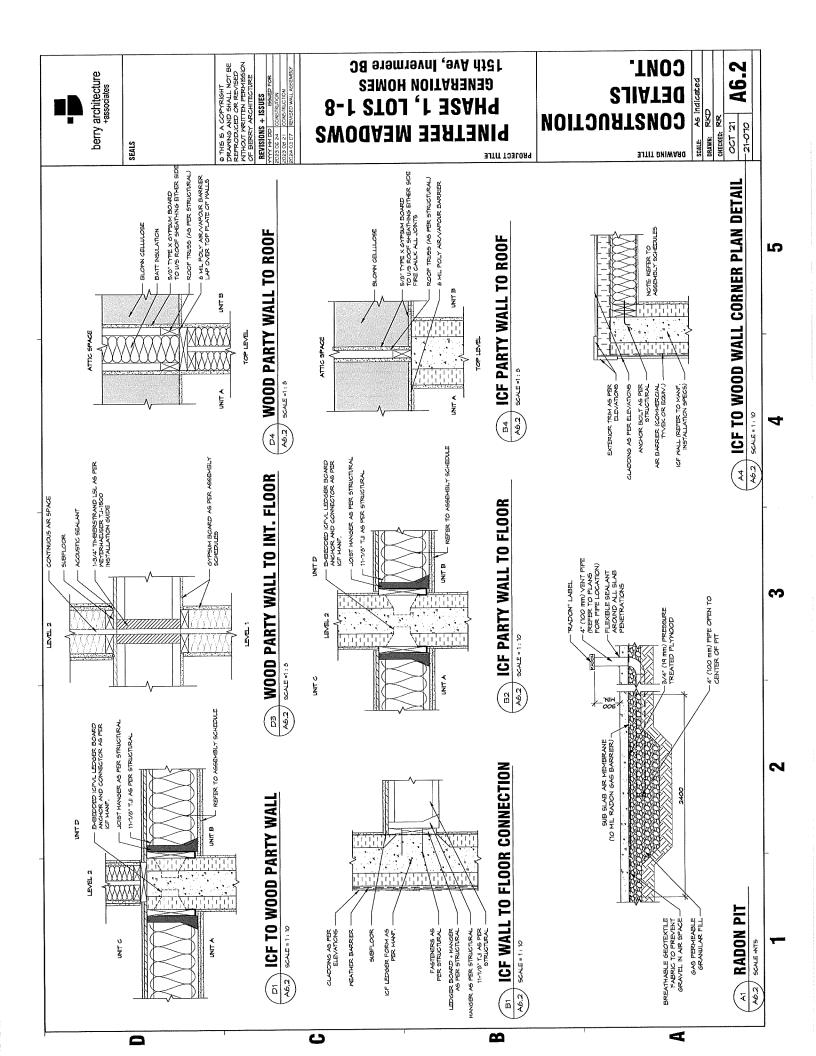


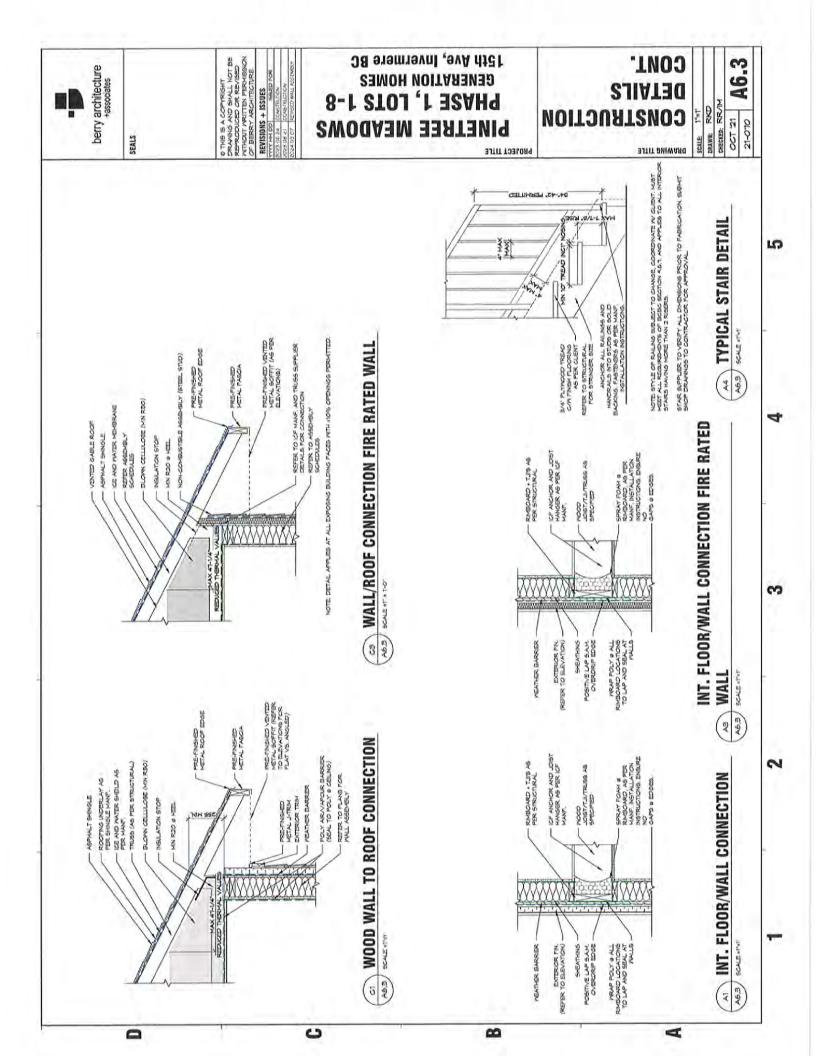












Phase 6

ASSEMBLY SCHEDULES

NTERIOR PARTITIONS

P1- 2X4 INTERIOR PARTITION -1/2" GYPSUM WALL BOARD -2x4 WOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD

ALL PARTY WALLS TO BE MUD + TAPED (OR EQUIV.) ALL THE MAY TO U/S ROOF SHEATHING. NOTE: INSTALL PULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES.

EXTERIOR WALLS

CLADDING AS PER ELEVATIONS
-AR ENTERER
-2.12" RIGID INSULATION
-5. CONCRETE
-2.12" RIGID INSULATION
-1/2" GHESUM INSULATION MI- 6" ICF EXTERIOR WALL

M2-6" ICF CENTRE MALL (IHR FRR)

-1/2" GYPSUM WALL BOARD -2 1/2" RIGID INSULATION -6" CONCRETE -2 1/2" RIGID INSULATION -1/2" GYPSUM WALL BOARD

MS-EXTERIOR ABOVE GRADE MALL

1/2" CLADDING (AS PER ELENATIONS)
2" 1/2" ENHARGIO INSULATION
ARN'EATHER BARRER
1-1/2" PLYMOOD SHEWTHING
20% NOOD SHUDS (624" O.C.)
20% NOOD SHUDS (624" O.C.)
1-1/2" ONPSUL MALLED BATTI INSULATION
1-1/2" ONPSUL MALLE BAT

د

NOG- EXTERIOR ABOVE GRADE MALL

-1/2" CLADDING (AS PER ELEVATIONS) -1 1/2" SEMI-RIGID MINERAL MOOL INSULATION -1/2" PLYNOOD SHEATHING
-2X6 WOOD SHOES (616' O.C.)
-CANTITY FILLED MINERAL WOOL INSULATION
-LIQUID APPLIED VAPOUR BARRIER
-LIQUID APPLIED VAPOUR BARRIER

W4- EXTERIOR SHED MALL

-CLADDING AS PER ELEVATIONS
-AR BARRIER
-VZ" PLITACOTO
-ZX4 MODD STUDS @ 16" O.C.
-BATT INSULATION
-VZ" PLITACOTO
-VZ" PLITACO

FLOORS

F1-11" TJI, SOUND INSULATED, THR FRR MANAMA

-DIVENSIONAL LINGER FRAMING/FURRING -ACOUSTIC BATTI INSULATION -SOUND PARELLINE (ON LOWER LEVEL) -1/2" SAG RESISTANT OFFSUM BOARD -LOW PROFILE TEXTINED FINISH

CO1- FINISHED CELLING

CEILINGS

8

-11 1/0" TJI'S -ACOUSTIC BATT FILLED JOIST CAVITY -2 LAYERS 5/8" GYPSUM WALL BOARD, TYPE 'X WINYL PLANK FLOORING 5/8" OSB T+6 SUBFLOOR

ACOUSTIC BATT FILLED JOIST CAVITY 5/8" GYPSUM WALL BOARD, TYPE X -VINYL PLANK FLOORING -5/8" OSB T-6 SUBFLOOR -11 T/8" TJI'S F2- 11" T.Jl. 45min FRR

F9- INSULATED BASEMENT SLAB

PLYNOOD SHEATHING (AS PER STRUCTURAL)
OPEN NED TRUSSES (AS PER STRUCTURAL)
SELOMN CELLLUCER RSO CVN HEEL STOPS
-1/2 OYPSUM BOARD (FINISH AS PER CLENT)

RI- INSULATED TRUSS ROOF

ROOFS

ASPHALT SHINGLES

R2-UN-INSULATED CANOPY ROOF

-ASPHALT SHINGLES

SAVET, PLANK FLOORING

5-0" FLOORING UNDERLAY

VAPOR BARRIER

STRUCTURE CONCRETTE SLAB (AS PER

STRUCTUREL)

BEARING.

BEARING. COMPACTED GRAVEL (AS PER STRUCTURAL)

15 Ave Invermere BC Generation Homes Phase 1, Lots 6,8 Pinetree Meadows

PROJECT TITLE

SHEET

A0.0

21-0-12

S

SCALE: As indicated DRAWN: RKD

CHECKED: IM/RR 9 2 2

CONEB

BITIT BNIWARD

berry architecture

SEALS

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WITHOUT WRITTEN PERMISSION
OF BERRY ARCHITECTURE

REVISIONS + ISSUES

Berry Architecture + Associates Suite 200, 5218-50 Avenue Red Deer, TAN 455

Phone: 403-314-4461 Contact:

| AKCHII ECI UKAL SHEEI | Sheet Name | | JEX. | SITE PLAN + BYLAN REVIEW | BASEMENT FLOOR PLAN | X PLAN | SECOND FLOOR PLAN | Z, | EXTERIOR BUILDING ELEVATIONS | EXTERIOR BUILDING ELEVATIONS | EXTERIOR BUILDING ELEVATIONS | EXTERIOR BUILDING ELEVATIONS | SECTIONS | CONSTRUCTION DETAILS | CONSTRUCTION DETAILS CONT. | |
|-----------------------|------------------|------------------|------------------|--------------------------|---------------------|----------------------|-------------------|----------------|------------------------------|------------------------------|------------------------------|------------------------------|-----------------------|----------------------|----------------------------|--|
| AKCHIIECI | sheet. Number | AO.O CONER SHEET | A1.0 CODE REVIEW | 42.0 SITE PLAN | A3.0 BASEMEN | 43.1 MAIN FLOOR PLAN | AB.2 SECOND F | 43.4 ROOF PLAN | 44.0 EXTERIOR | A4.1 EXTERIOR | 44.3 EXTERIOR | A4.4 EXTERIOR | ASO BUILDING SECTIONS | A6.0 CONSTRUK | A6.1 CONSTRU | |

GENERAL NOTES

ALL WORK COMPLIES WITH THE REQUIREMENTS OF THE NATIONAL BUILDING CODE - 2018 BCBC EDITION AND

COORDINATE ALL INFORMATION INCOM ALL
RACHIFECTURAL, SINGUINACAL, INFORMACIA, INFORMACIA, INFORMACIA INFORMACIA

ASSEMBLES SHOWN ON THE SE SHOW TRUE

BUILDING SECTION & ELEVATION INDICATOR

VIEW DIRECTION OF ELEVATION

Nego Mego

Ref SECTION .

PAGE CROSS REFERENCE BLEVATION INDICATOR

ELEVATION

O MANTAN CONTINUOS FER ATTES SERANTON ACONO MANTON ROOMS, TOTO AGE ROOMS, MO VECANICAL ROOMS, CARRY, MALLS TO INDEPENDE OF STRUCTURE. IT PROVIDE CONTINUOS SEAVES ACONO BOTH SOIDS OF ALL DOOR AND INNION FRANCES.

FLOOR TYPE SYMBOL ROOF TYPE SYMBOL WALL TYPE SYMBOL

-CLADDING (AS PER ELEVANDAS)
-VEATHER BARRIER
-LYZ DENGOLASS SHEATHING
-LYG WOOD STUDE 0 16' 0.C.
-1/2' DENGOLASS SHEATHING

P6-2x6 STEEL STUD MALL

(2)

WALL FINISH TAG

E

NORTH ARROW

DO NOT SCALE DRAMINGS, CONFIRM ALL DIMENISIONS ON SITE AND REPORT DISCREPANCIES TO OVNER AND

5. ALL WALL, FLOOR, NOT ROOF ASSEMBLES SHOW ON THE ROOF ASSEMBLY TO SECRETARY TO STREET CONSTRUCTORY CONTRIBUTION ASSEMBLY TO STREET CONSTRUCTORY CONTRIBUTION ASSEMBLY TO STREET CONSTRUCTORY TO STREET CONSTRUCTORY TO STREET CONTRIBUTION. THERE ASSEMBLES SHOWED STREET CONTRIBUTION DAYWES.

6. REPERT OF STREET CONSTRUCTORY DAYWES.

6. REPERT OF STREET CONSTRUCTORY DAYWES.

6. ALL INTERIOR LOAD SURVING ASSEMBLES AND STANK.

ALL SYSTEM BOARD IN BATHEOONS AND COMMERCIAL KITCHENS SHALL BE MOSTURE RESISTANT TYPE.

ALL EPOSED CONCRETE WALL CORNERS SHALL BE
CHAMFERED.

15. FRR'-IN ALL ENOSED MECHANICAL NIO/OR ELECTRICAL CONFORCINE IN INSERTED, ARCHO, AND CAN INCACATOR TO SEE PICCANICAL AND ELECTRICAL FOR EXACT TYPES AND ELANITY OF EPICARS, GRILLES INVINES AND ELANDRON, COOPERANTE SIETE AND CELLING PLANS AND/OR DETAILS.

TO CAULS AND SEAR AROUND ALL DUCTOR AND PIETS PASSING.

INSOJOSE RETE RATED PARTITIONS AND FLOOR
ASSENBLIES WITH APPROVED (LLC) MASTIC CALLENG.
REACHER CAUCING.
REACHER ACCORNICAL SEALANT AT LINCITORS OF SOME
RATED PARTITIONS.

| Sheet | |
|--------|------------------------------|
| Number | Sheet Name |
| 0.0 | COVER SHEET |
| A10 | CODE REVIEW |
| 20 | SITE PLAN + BYLAW REVIEW |
| 43.0 | BASEMENT FLOOR PLAN |
| 43.1 | MAIN FLOOR PLAN |
| 49.2 | SECOND FLOOR PLAN |
| 43.4 | ROOF PLAN |
| 44.0 | EXTERIOR BUILDING ELEVATIONS |
| A4.1 | EXTERIOR BUILDING ELEVATIONS |
| 6.43 | EXTERIOR BUILDING ELEVATIONS |
| 44.4 | EXTERIOR BUILDING ELEVATIONS |
| 0.00 | BULDING SECTIONS |
| 46.0 | CONSTRUCTION DETAILS |
| 1.9 | CONSTRUCTION DETAILS CONT. |
| 46.2 | CONSTRUCTION DETAIL & CONT |

DRAWING SYMBOLS LEGEND

WINDOW TYPE TAS, REPER TO SCHEDULE DOOR TAS REFER TO SCHEDULE

DETAIL INDICATOR

Ref -- DETAIL #

ROOM TAS

ROOM NAME TOT

P2-2X6 PLIMBING/BEARING PARTITION

-1/2" GYPSUM WALL BOARD -2x6 WOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD

4 (±)

PAGE CROSS REFERENCE

NOTE: INSTALL FULL MEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLIMBING FIXTURES

VIEW DIRECTION OF SECTION MALL SECTION INDICATOR

SECTION :

Rof

PS- 2X6 FURRED PLUMBING PARTITION

-2x6 MOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD

4 (a)

PAGE CROSS REFERENCE

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES

P4-2X4 EXTERIOR SHED PARTITION

-1/2" PLYWOOD -2x6 WOOD STUDS @ 16" O.C. -1/2" PLYWOOD

ALL G.I. FLASHING EXPOSED TO VIEW SHALL BE PRE-FINISHED.

12. IN ALL LOCATIONS WERE OFFSIAN BOARD ABUTS AT EDGEMLLAR WATERLAL, LES A MILCORA, MADORA, LYTERA AT EDGE SURFACES, ALLON 30mm 4-6 AP. EX DOOR, WINDOW PRAME, CONCRETE, BRICK STO.

FRAME, CONCRETE WALL, CONCRETE, BRICK STO.

BROVIDE, CORNERES BEAD FOR ALL ENFOSED GYTEUM WALL BOARD CORNERS.

14. ALL WOOD COMPONENTS DIRECTLY ATTACHED TO CEMENTHOUS MATERIALS AND DIRECTLY INDEX EXTERIOR ALMINUM SILLS SHALL BE PRESSURE TREATED.

MILLWORK KEYNOTE INDICATOR

CEILING HEIGHT INDICATOR

CH: 3000

KEYNOTE INDICATOR

r. ۲. (<u>1</u>)

2 LYTE'S 5/8" TYPE X GYPSH WAL BOARD
ACA WOO STIDS 9 IF O.C.
TO STAN SPACE
ACA WOO STIDS 9 IF O.C.

PS- PARTY WALL (1 HR FRR, STC 51)

14 WHERE ELECTRICAL OR OTHER OUTLETS OCCUR IN SOUND RATED PARTITION STAGGER THESE OUTLETS 2 STUD SPACES, PROVIDE ACOUSTICAL SEALANT ALL AROUND.

ABCUITECTIIDAI CUEET

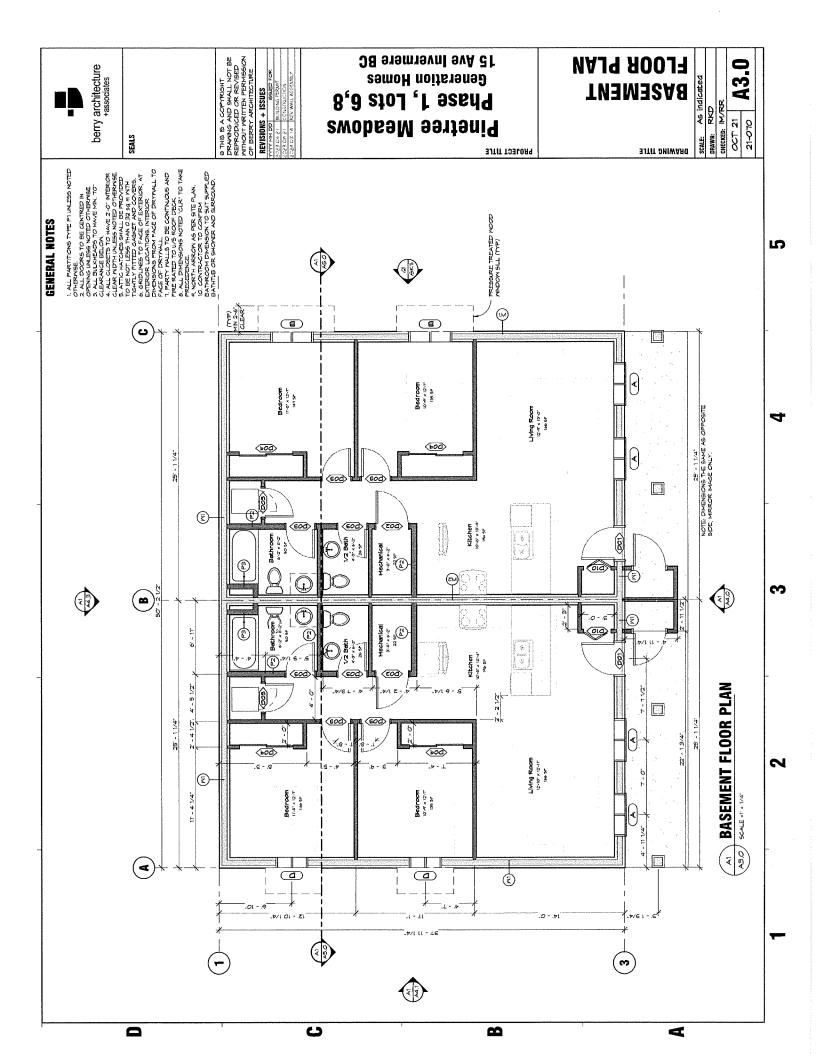
| ð. 0.0 | COVER SHEET |
|-------------|------------------------------|
| A1.0 | CODE REVIEW |
| 42.0 | SITE PLAN + BYLAW REVIEW |
| A3.0 | BASEMENT FLOOR PLAN |
| 69.1 | MAIN FLOOR PLAN |
| A3.2 | SECOND FLOOR PLAN |
| A3.4 | ROOF PLAN |
| 44.0 | EXTERIOR BUILDING ELEVATIONS |
| A4.1 | EXTERIOR BUILDING FLEVATIONS |
| 6.4% | EXTERIOR BUILDING ELEVATIONS |
| A4.4 | EXTERIOR BUILDING ELEVATIONS |
| A5.0 | BULDING SECTIONS |
| A6.0 | CONSTRUCTION DETAILS |
| 1.6.1 | CONSTRUCTION DETAILS CONT. |
| A6.2 | CONSTRUCTION DETAILS CONT. |
| AT0 | DOOR + WINDOW SCHEDULES |
| 49.0 | SPECIFICATION |
| | |

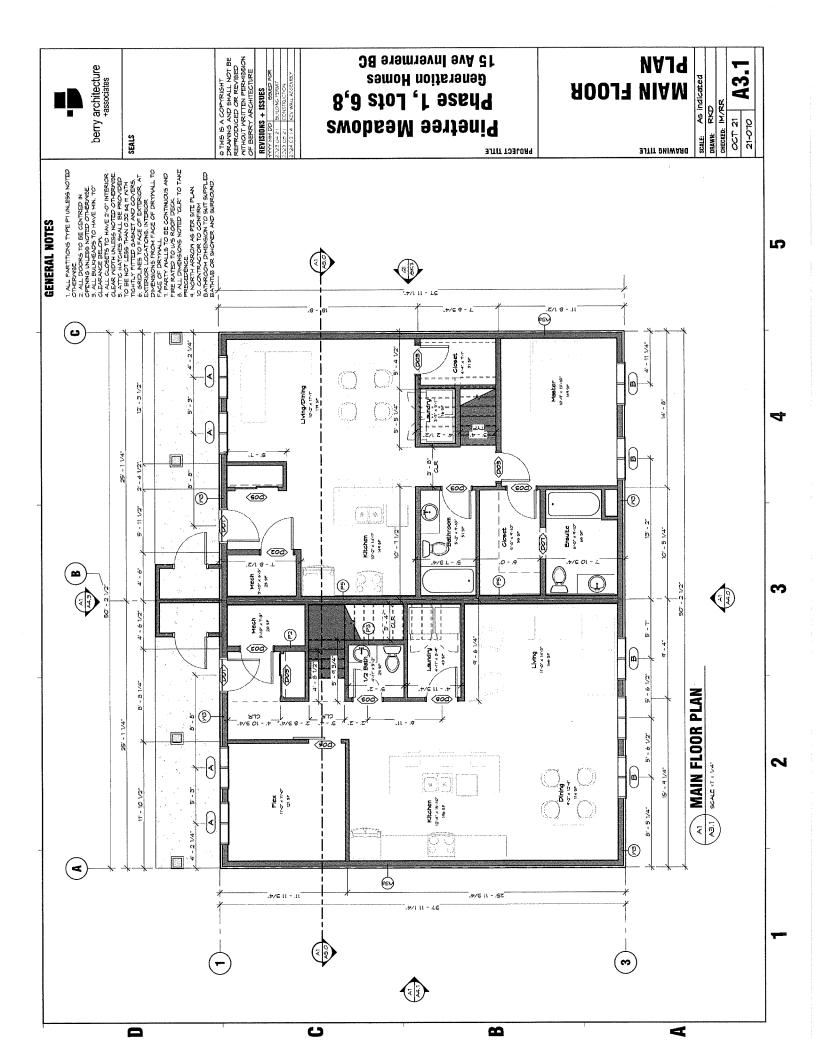
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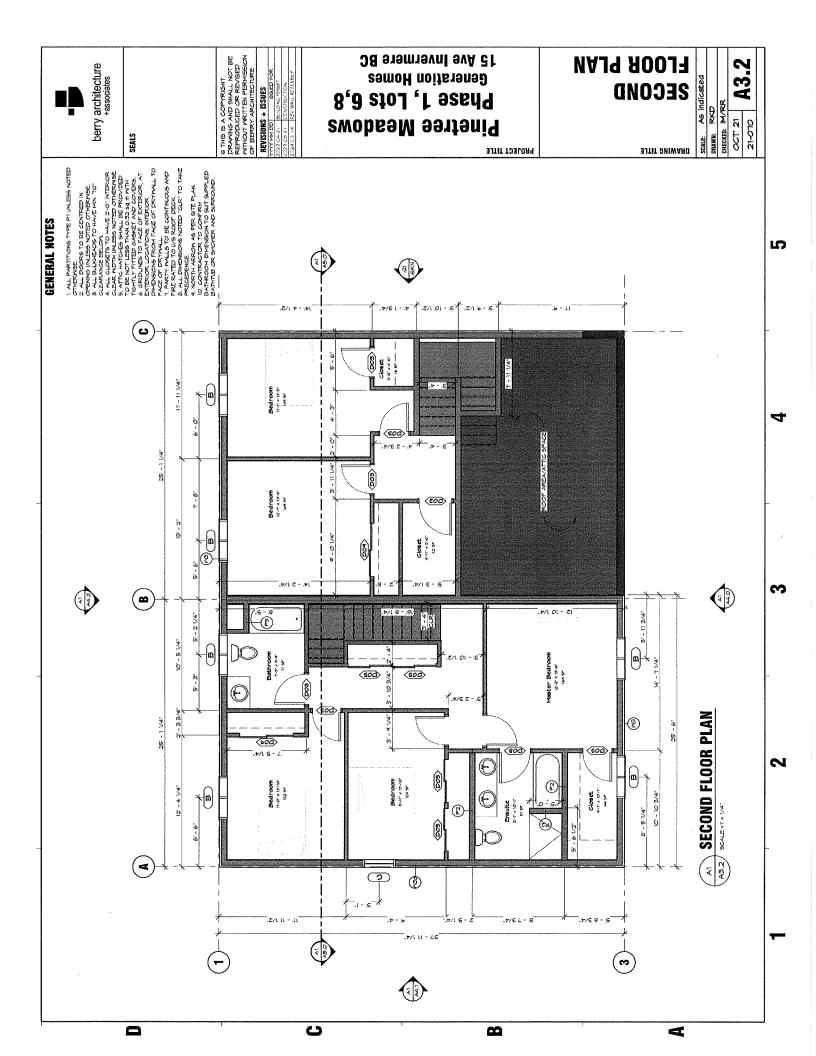
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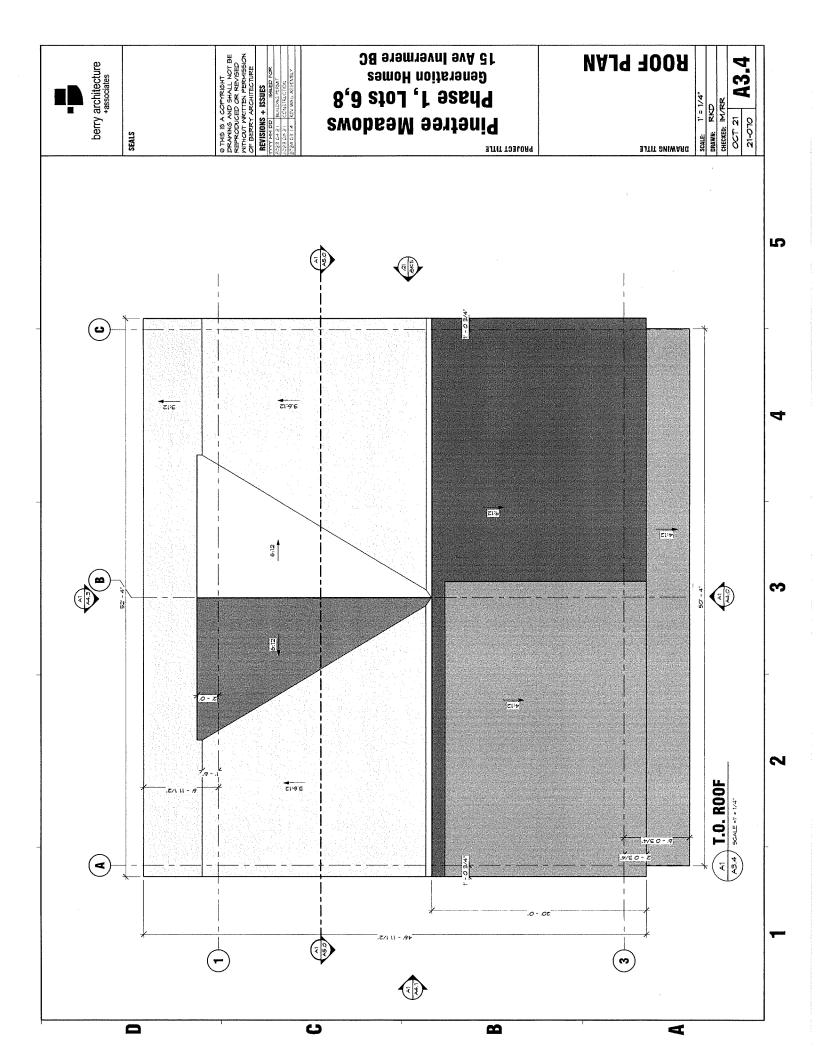
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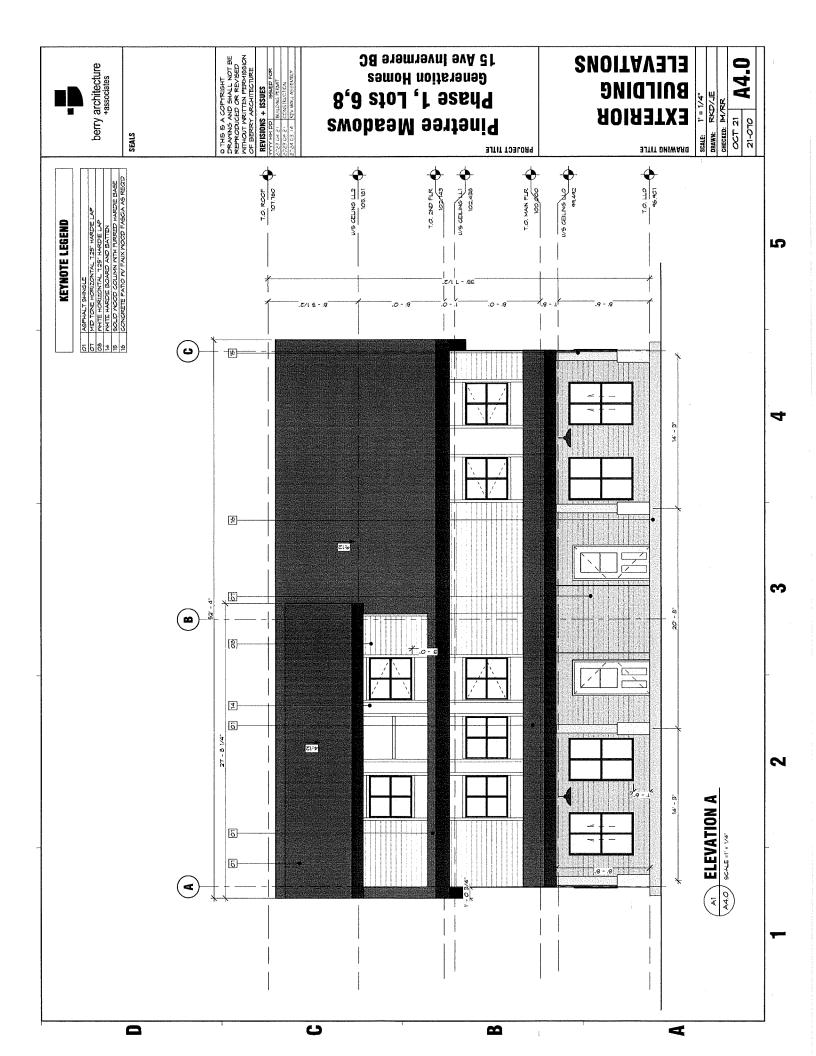
-AIR BARKIER PLYWOOD SHEATHING (AS PER STRUCTURAL) -PINENSGONAL FRAMING (AS PER STRUCTURAL) -SOFFITS AND FASCIA AS PER ELEVATONS

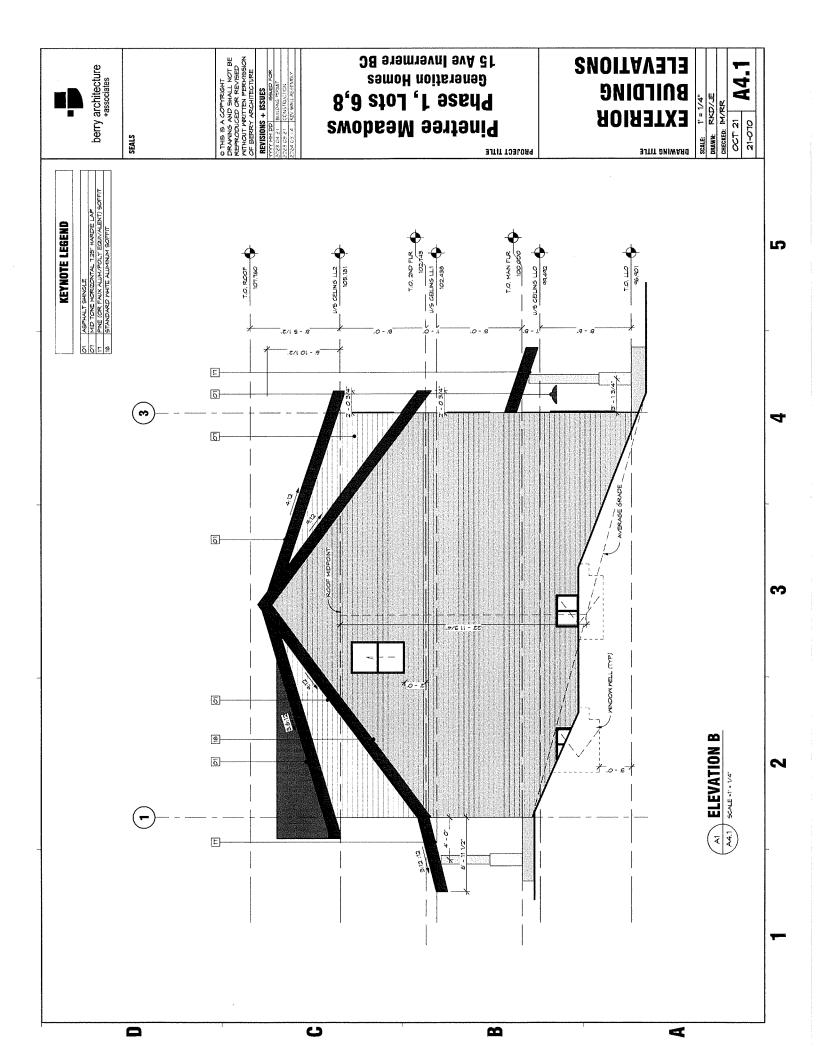


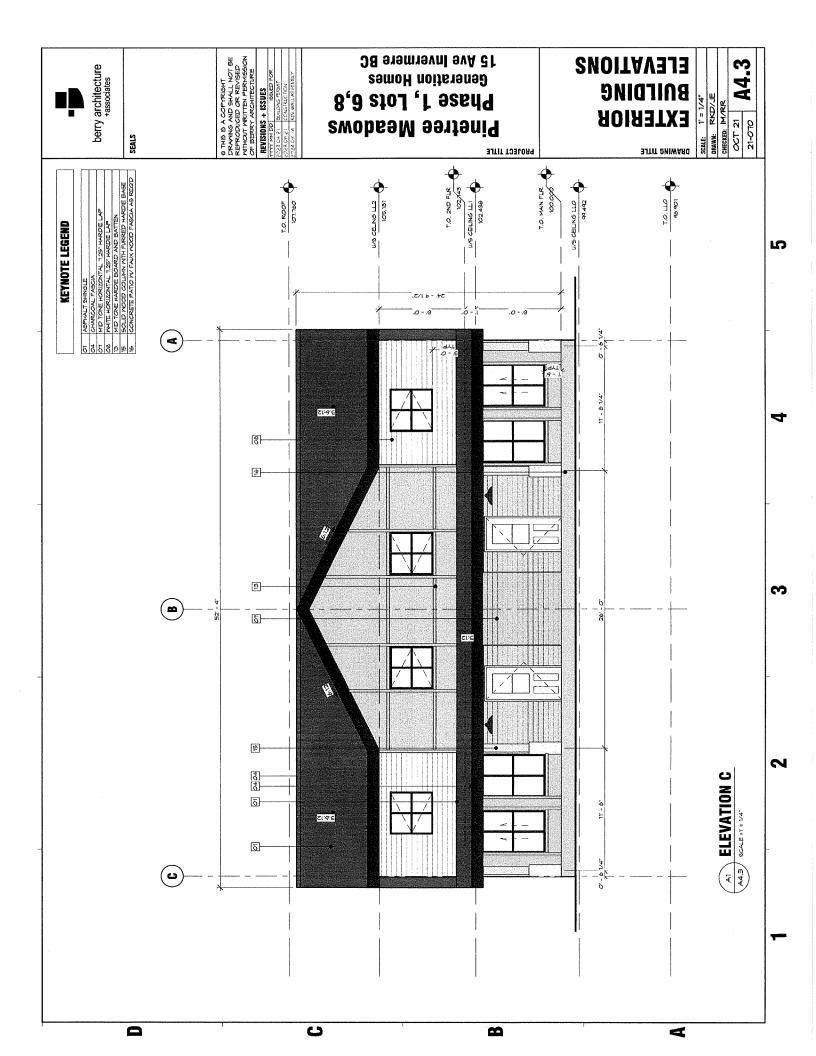


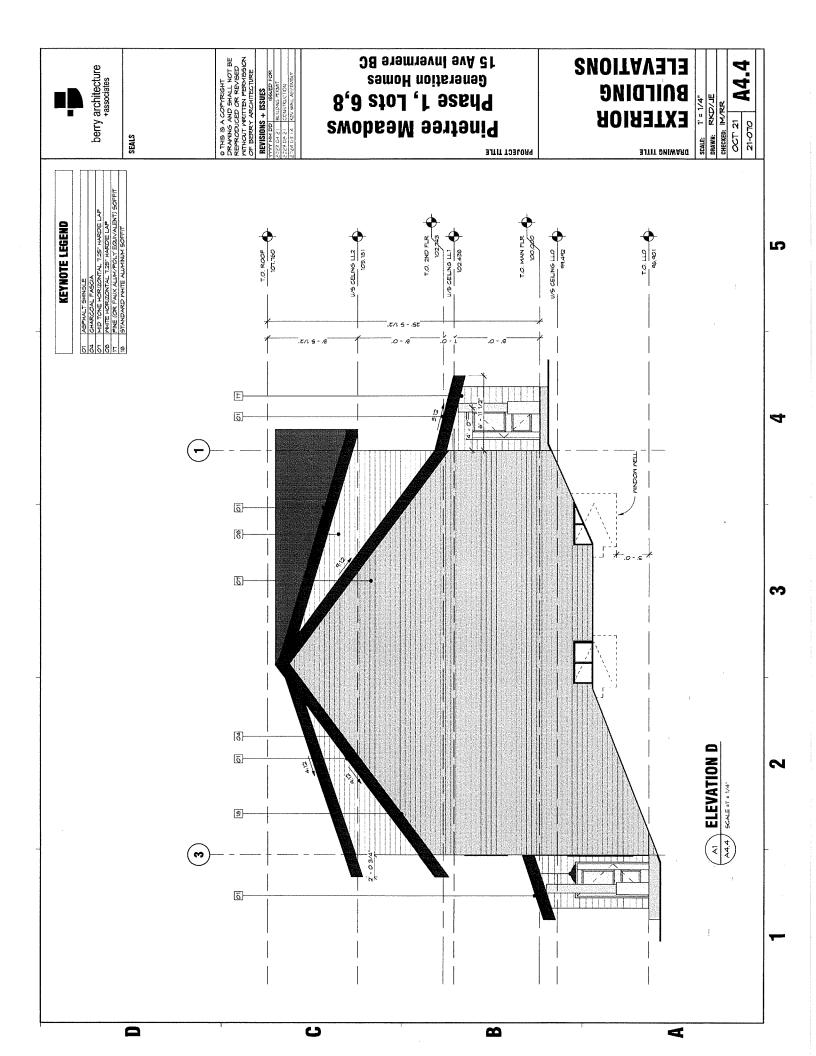


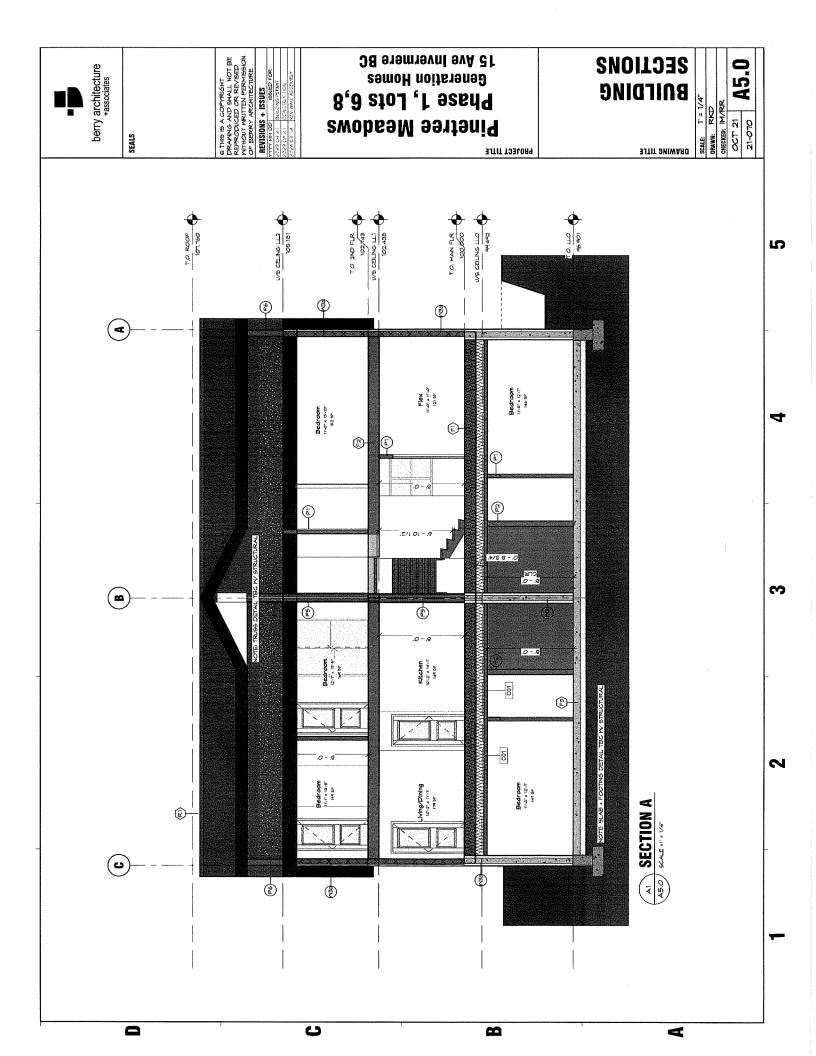


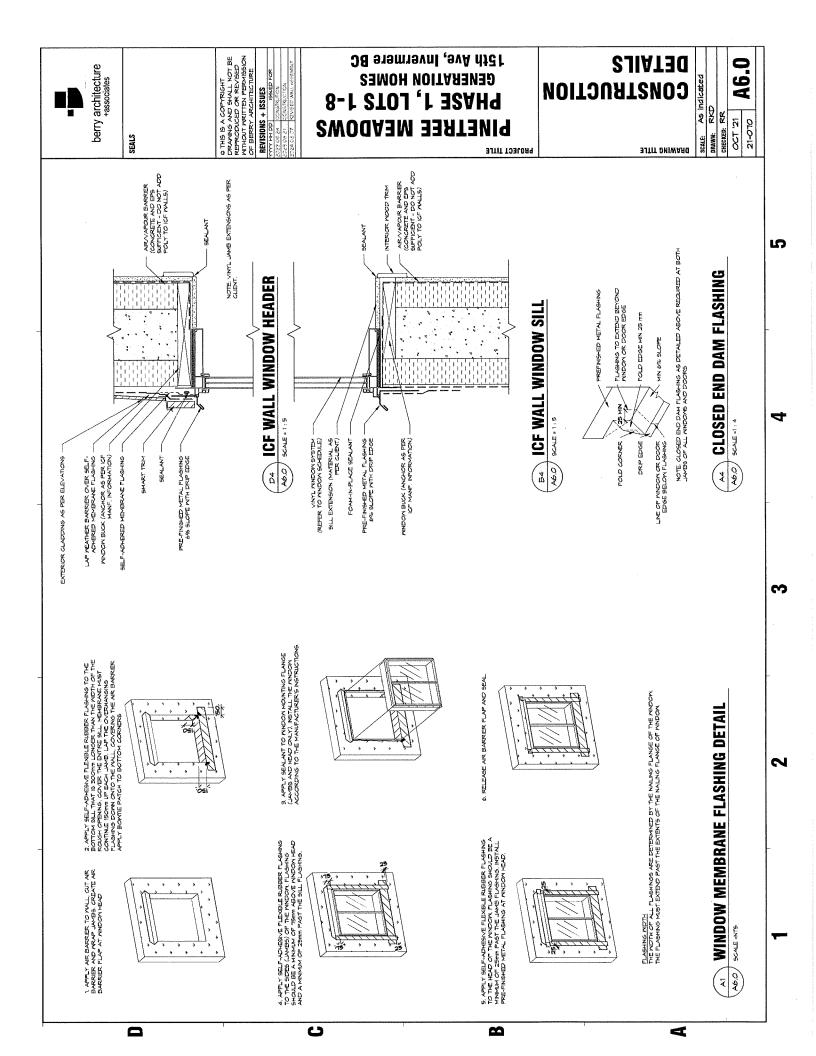


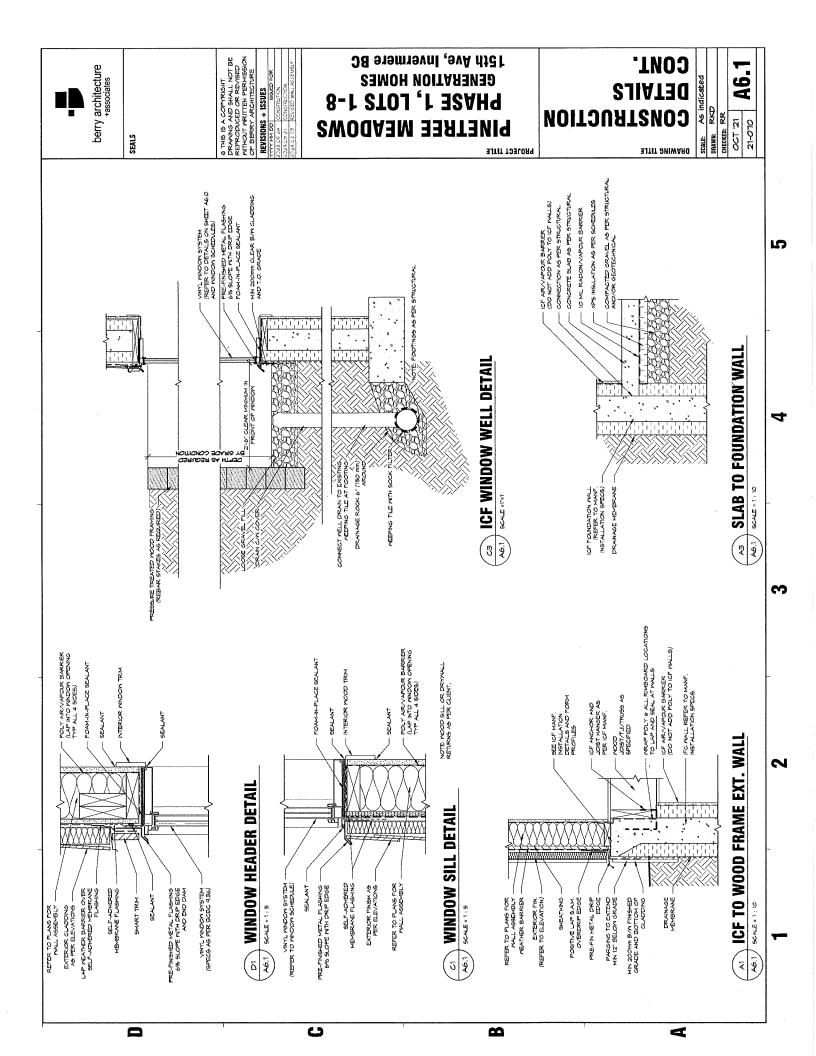


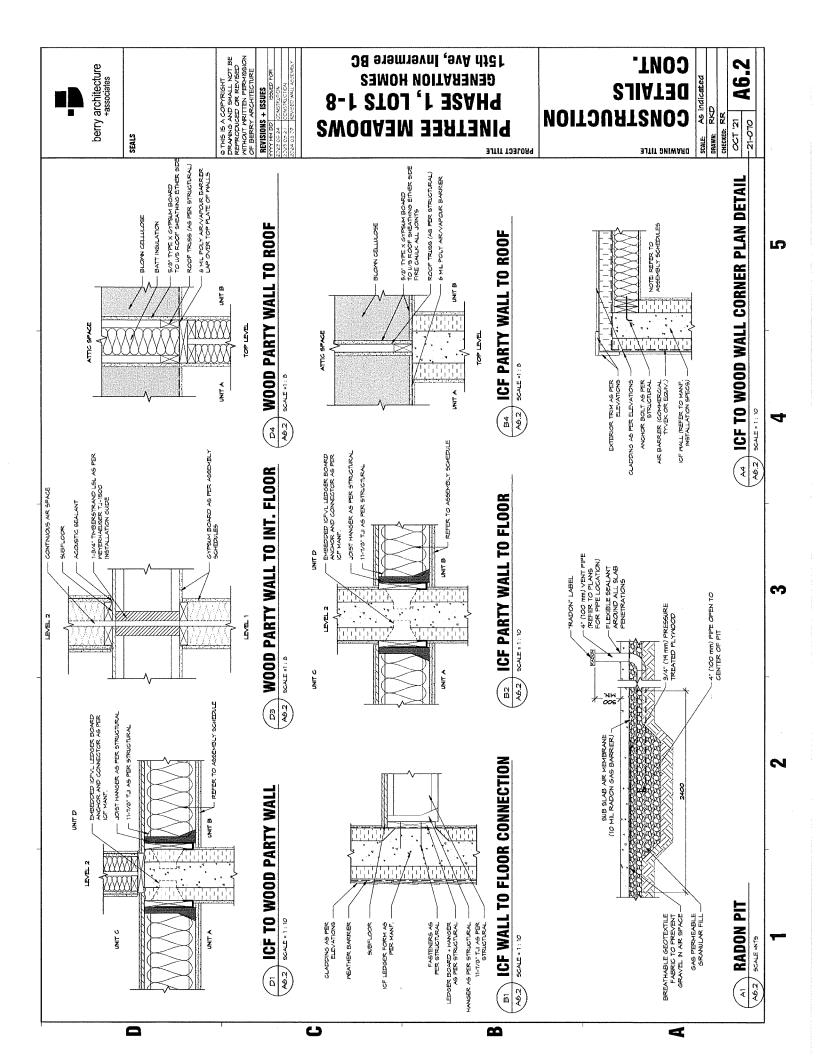












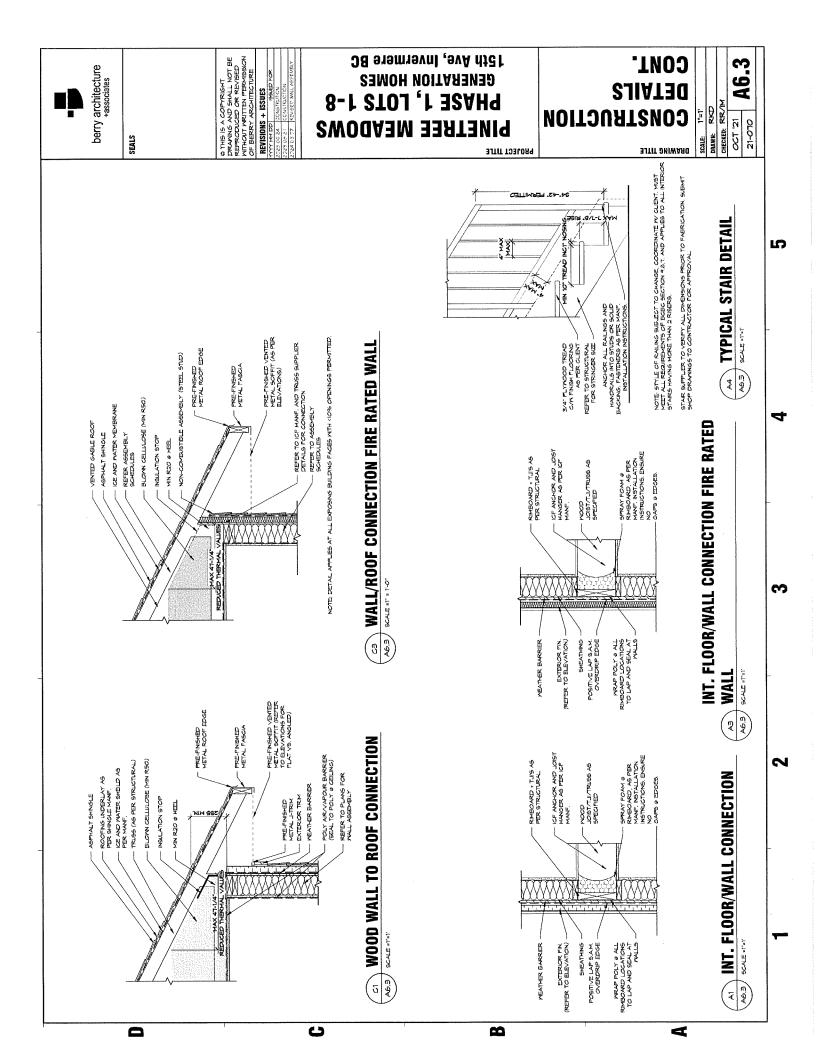


Exhibit E4



Strata Property Act Filing

KAMLOOPS LAND TITLE OFFICE OCT 06 2023 15:53:33.004

CB936756

1. Contact

Document Fees: \$31.27

Columbia Valley Law Corporation Barristers & Solicitors PO Box 639, 1309 - 7th Ave. Invermere BC VOA 1K0 250-342-6904

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number

Legal Description

EPS8541

STRATA PLAN EPS8541

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the $\it Land Title Act$, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Katelynn Marie O'Neill EQ3CQF

F: 13006

Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-09-29

Date: 2023-09-2 17:07:25 -07:00

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 EPS8541, being Phase 1 of a Phased Strata Plan of

PID: 032-005-121

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: 09/14/2023

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 | Unit Entitlement | %* of Total Unit Entitlement** |
|-------------------------|-----------|---------------------|-----------------------------|-----------------------------------|
| l | 4 | 85.2 | 85 | 2.5% |
| 2 | 3 | 84.7 | 85 | 2.5% |
| 3 | 4 | 85.1 | 85 | 2.5% |
| 4 | 3 | 84.6 | 85 | 2.5% |
| Total number of lots: 4 | | L | Total unit entitlement: 340 | |

* expression of percentage is for informational purposes only and has no legal effect

** not required for a phase of a phased strata plan

Date: <u>Aept 15, 2023</u>

Signature of Owner Developer

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



Strata Property Act Filing

KAMLOOPS LAND TITLE OFFICE FEB 12 2024 12:49:14.003

CB1159388

1. Contact

Document Fees: \$31.27

Columbia Valley Law Corporation Barristers & Solicitors PO Box 639, 1309 - 7th Ave. Invermere BC V0A 1K0 250-342-6904

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number

Legal Description

EPS8541

STRATA PLAN EPS8541

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Katelynn Marie O'Neill EQ3CQF

F: 13075

Digitally signed by Katelynn Marie O'Neill EQ3CQF

Date: 2024-02-12 12:45:30 -08:00

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 EPS8541, being Phase 2 of a Phased Strata Plan of

PID: 032-005-121

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: 01/31/2024

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** |
|-------------------------|-----------|----------------------------------|-----------------------------|-----------------------------------|
| 3 | 4 | 171.2 | 171 | 5.0% |
| 6 | j | 84.7 | 85 | 2.5% |
| 3 | *** | 138.6 | 139 | 4.0% |
| 8 | .3 | 84,7 | 85 | 2.5% |
| Total number of lots: 4 | | | Total unit entitlement: 480 | |

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

Signature of Owner Developer

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

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 EPS8541, being Phase 1 of a Phased Strata Plan of

PID:032-005-121

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 | 85.2 | 85 | 2.5% |
| 2 | 3 | 84.7 | 85 | 2.5% |
| 3 | 4 | 85.1 | 85 | 2.5% |
| 4 | 3 | 84.6 | 85 | 2.5% |
| 5 | 4 | 171.2 | 171 | 5.0% |
| 6 | 3 | 84.7 | 85 | 2.5% |
| 7 | 4 | 138.6 | 139 | 4.0% |
| 8 | 3 | 847 | 85 | 2.5% |
| 9 | TBD | 55.7 | 56 | 1.6% |
| 10 | TBD | 55.3 | 55 | 1.6% |
| 11 | TBD | 171.6 | 172 | 5.0% |
| 12 | TBD | 84.7 | 85 | 2.5% |
| 13 | TBD | 138.6 | 139 | 4.0% |
| 14 | TBD | 84.7 | 85 | 2.5% |
| 15 | TBD | 171.2 | 171 | 5.0% |
| 16 | TBD | 84.7 | 85 | 2.5% |
| 17 | TBD | 171.2 | 171 | 5.0% |
| 18 | TBD | 84.7 | 85 | 2.5% |
| 19 | TBD | 138.6 | 139 | 4.0% |
| 20 | TBD | 84.7 | 85 | 2.5% |

| 21 | TBD | 171.4 | 171 | 5.0% |
|--------------------------|-----|-------|------------------------------|------|
| 22 | TBD | 84.7 | 85 | 2.5% |
| 23 | TBD | 139 | 139 | 4.0% |
| 24 | TBD | 84.7 | 85 | 2.5% |
| 25 | TBD | 85.5 | 86 | 2.5% |
| 26 | TBD | 84.7 | 85 | 2.5% |
| 27 | TBD | 85.5 | 86 | 2.5% |
| 28 | TBD | 84.7 | 85 | 2.5% |
| 29 | TBD | 171.4 | 171 | 5.0% |
| 30 | TBD | 84.7 | 85 | 2.5% |
| 31 | TBD | 139 | 139 | 4.0% |
| 32 | TBD | 84.7 | 85 | 2.5% |
| Total number of lots: 32 | | | Total unit entitlement: 3450 | |

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

| Date: | | | |
|-------------|----------------------------------|--------|--|
| Signature o | f Owner Dev | eloper | |
| | f Superintend d under section | | |

Exhibit G4

| PineTree Meadows | | | |
|--|--|--|---|
| Proposed Initial Budget | ada pertenangan da haripa da tangan pengangan da katan da mapa dalah da pengan pengan da katan da ma | | |
| Froposed mittal budget | | | |
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| | | 096494 Mail 1940 Mail 1940 Mail 1950 | gyy gyryy rynnan menny gwannikhania elisti sastanasiain in 1964 (1867) |
| General Revenue | | | |
| | | | |
| Strata Fees | \$ 12.00.00.00.00.00.00.00.00.00.00.00.00.00 | 68,006.43 | |
| | | | 24 m2-02-1104 m 470 m 2 m 100 |
| | | | |
| Total General Revenue | | 68,006.43 | |
| | | ###################################### | |
| 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 | |
| The second of th | | | |
| Total General and Admin Expenses | \$ | 54,027.00 | |
| | | | |
| Contingency Reserve Fund Contribution | \$ | 13,506.75 | |
| 100 miles (1997) 100 miles (19 | | The second secon | |
| Authoritisation of the contraction of the contracti | | | |
| Total Expenses | \$ | 67,533.75 | |
| Commence (Continue and Equipment and Continue and Continu | THE STATE OF THE PARTY OF THE STATE OF THE S | \$2000000000000000000000000000000000000 | |
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| 18 months (1980) 18 months (1980) 18 months (1980) 18 months (1980) 19 mon | | | |
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Schedule A to Exhibit G4

| Strata Lot | Unit Entitlement | Annual Strata Fee | Monthly Strata Fee |
|---|---|-------------------|--------------------|
| Strata Lot 1 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 2 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 3 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 4 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 5 | 5.00% | \$3,376.69 | \$281.40 |
| Strata Lot 6 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 7 | 4.00% | \$2,701.35 | \$225.11 |
| Strata Lot 8 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 9 | 1.60% | \$1,080.54 | \$90.05 |
| Strata Lot 10 | 1.60% | \$1,080.54 | \$90.05 |
| Strata Lot 11 | 5.00% | \$3,376.69 | \$281.40 |
| Strata Lot 12 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 13 | 4.00% | \$2,701.35 | \$225.11 |
| Strata Lot 14 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 15 | 5.00% | \$3,376.69 | \$281.40 |
| Strata Lot 16 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 17 | 5.00% | \$3,376.69 | \$281.40 |
| Strata Lot 18 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 19 | 4.00% | \$2,701.35 | \$225.11 |
| Strata Lot 20 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 21 | 5.00% | \$3,376.69 | \$281.40 |
| Strata Lot 22 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 23 | 4.00% | \$2,701.35 | \$225.11 |
| Strata Lot 24 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 25 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 26 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 27 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 28 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 29 | 5.00% | \$3,376.69 | \$281.40 |
| Strata Lot 30 | 2.50% | \$1,688.34 | \$140.70 |
| Strata Lot 31 | 4.00% | \$2,701.35 | \$225.11 |
| Strata Lot 32 | 2.50% | \$1,688.34 | \$140.70 |
| According to county and the property of the county of the | consideration and a second and | \$68,006.43 | |

Exhibit J4

PINETREE VALLEY DEVELOPMENT - PINETREE MEADOWS OFFER TO PURCHASE AND AGREEMENT OF SALE PRE-TITLES

| Date of Offer: | day of | , 202 | | | | |
|------------------------|-----------------|--|--|--|--|--|
| Vendor: | 1345408 B.C. L. | TD. | | | | |
| Vendor's Solicitor: | Box 639, 1309 – | Columbia Valley Law Corporation Box 639, 1309 – 7 th Avenue, Invermere, BC V0A 1K0 reception@columbialegal.ca | | | | |
| Purchaser: | | | | | | |
| Name(s) and C | | | | | | |
| Mailing Addres | ss(es) | | | | | |
| Telephone Nu | umber(s) | | | | | |
| Email Address | (es) | | | | | |
| Purchaser's Solicitor: | | | | | | |

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

| Pro | per | tv: |
|-----|-----|-----|
| - | | |

| | 6 | |
|-------|-------------------|--|
| 1. | contai | urchaser hereby offers to purchase from the Vendor on the terms and conditions ned in this Agreement, including those terms and conditions set forth in any Schedu Agreement, the following property: |
| | a. | A proposed strata lot to be legally described as: |
| | | PROPOSED STRATA LOT DISTRICT LOT 1092 KOOTENAY DISTRICT STRATA PLAN EPS8541 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V; and |
| | Ь. | The following: range, fridge, dishwasher, washer, and dryer (the "Appliances") |
| | | (collectively, the "Strata Lot"). |
| Purch | se Price | ii. |
| 2. | | urchase Price for the Strata Lot is \$ (the "Purchas"). The Purchase Price does not include Goods and Services Tax and other applicable |
| 3. | The po | ortion of the Purchase Price allocated to the Appliances is \$ |
| Depos | it: | |
| 4. | Depos fully re | urchaser shall pay an initial deposit of \$ (the "Initial it") upon submission of this Agreement to the Vendor. The Initial Deposit shall be fundable to the Purchaser if this Agreement is not executed by the Vendor and red to the Purchaser on or before the Acceptance Date set out herein. |
| 5. | "Secon | urchaser shall pay a second deposit in the amount of \$ (the ad Deposit''). The Initial Deposit plus the Second Deposit shall not exceed 10% of the ase Price. The Purchaser shall pay the Second Deposit on the date that is the later of |
| | a. | the date that the Purchaser removes the last condition-precedent contained in this Agreement (if any); and |
| | ъ. | within 5 business days after the execution of this Agreement. |

- 6. The Purchaser shall pay the Initial Deposit and the Second Deposit (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.
- 7. The Deposit shall be applied against the Purchase Price.
- 8. No interest on the Deposit shall be paid or is payable to the Purchaser.
- In the event that the Purchaser fails to pay the Deposit as required by this Agreement, the Vendor may, at the Vendor's option, terminate this Agreement.
- 10. 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
 - 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.
- 11. If the Purchaser fails to complete the transaction in accordance with the terms of this Agreement, then 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:

- 12. Schedules A, B, and C attached hereto form an integral 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 the paragraphs and Schedules of this Agreement.
- 13. On submission of this Agreement to the Vendor, the Purchaser shall deliver to the Vendor a duly executed copy of the acknowledgment of disclosure statement receipt attached as Schedule B.

Acceptance:

14. This offer will be open for acceptance up to 5:00 p.m. Mountain Time on _______, 202___ (the "Acceptance Date") unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance.

15. 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.

| DATED at | this day of | 202 |
|------------------------------------|-----------------|-----|
| [location] | , | |
| | | |
| Purchaser: | Witness: | |
| Purchaser: | Witness: | |
| This Offer is ACCEPTED by the Vend | dor this day of | 202 |
| 1345408 B.C. LTD. | | |
| Per: | | |
| Authorized signatory | Witness: | |

SCHEDULE A ADDITIONAL TERMS AND CONDITIONS

1. Completion Date:

- a. The Purchaser acknowledges and accepts that 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 yet to be completed. The Purchaser acknowledges and accepts that 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 known as Pinetree Valley Development Pinetree Meadows (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, then the Purchaser may apply to the Vendor to do so. The Vendor may arbitrarily withhold its consent to any extension of the Completion Date.
- Possession: The Purchaser shall have vacant possession of the Strata Lot at 12:00 p.m. Mountain Time on the day following the Completion Date.

Lien Holdback:

a. That portion, if any, of the Purchase Price required by the *Builders Lien Act* of British Columbia or the *Strata Property Act* of British Columbia to be held back 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's solicitor, on the 56th day after Permission to Occupy the Strata Lot has been issued, the Lien Holdback less any amount representing builders' lien claims, if applicable, registered against title to the Strata Lot.
- c. If the Lien Holdback is not released to the Vendor on the 56th day after Permission to Occupy the Strata Lot has been issued, then the Purchaser shall pay the Vendor interest on the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, 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, if applicable, 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 56th 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. <u>Title</u>: 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, then 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;
 - 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 Purchase Price does not include federal Goods and Services Tax ("GST") and other applicable taxes. The Purchaser shall assume and pay where applicable all real property taxes, GST, and Provincial Sales Tax ("PST"), 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 includes the Appliances. The Purchaser agrees that GST and PST is payable on the Appliances by the Purchaser. On the Completion Date, the Purchaser shall pay to the Vendor 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 B4 to the Disclosure Statement, and the proposed architectural designs attached as Exhibit C4 to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans and architectural designs, 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. <u>Variation in Square Footage</u>: 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, then 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 Strata Lot as shown on the registered strata plan exceeds 5% less than as shown in **Exhibit B4** 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. <u>Municipal Services</u>: 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. <u>No Interest in Land:</u> 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. <u>Civic Address:</u> 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 B4** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
- 15. <u>Time of the Essence</u>: 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. <u>Risk</u>: 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 shall 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.
- b. Without the Vendor's prior consent, any assignment of this purchase agreement is prohibited.
- c. 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.
- d. Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.
- e. 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.
- f. 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.
- g. 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 Marketing 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.
- h. 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. <u>Tender:</u> 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. <u>Notices</u>: 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. <u>Voting on Certain Resolutions</u>: 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 including, but not limited to, those that deal with amendments to 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. <u>Number and Gender</u>: 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. <u>Binding Effect</u>: 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. Privacy Consent:

- a. 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:
 - i. to complete the transaction contemplated by this Agreement;
 - ii. to engage in business transactions included in securing financing for the construction of the development;
 - iii. to provide ongoing products and services to the Purchasers;
 - iv. to market, sell, provide and inform the Purchasers of the Vendor's products and services, including information about future projects;
 - v. as required by law; and
 - vi. for additional purposes identified when or before the information is collected.
- b. The Purchaser consents to the collection, use, and disclosure of the information to agents, contractors, and service providers of the Vendor and its affiliates in connection with the above purposes. Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to for the collection, use, and disclosure of for the purposes of subsections 25(a)(iii) and 25(a)(iv) at any time by contacting the Vendor at the address set out above.
- 26. <u>Major Delays</u>: If the Purchaser or Vendor are unable to perform any of their obligations under this Agreement 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.

- 27. <u>Governing Law</u>: 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.
- 28. <u>Waiver</u>: 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.
- 29. <u>Rescission Rights if Building Permit not Yet Issued</u>: If the Purchaser has received a Disclosure Statement for a strata lot that states that a building permit for the strata lot has not yet been issued, then the Purchaser and Vendor agree that:
 - 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 10% 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.
- 30. Ongoing Development: The Purchaser acknowledges and accepts that the Strata Lot is part of an ongoing phased development and that further units will be constructed adjacent to the Strata Lot, with attendant construction noise, dust, dirt tracks on roadways, and coming and going of vehicular traffic association with the construction of the Development. The Purchaser also acknowledges and accepts that construction of the strata common facilities, such as the roadways, will be ongoing throughout the course of the construction of the

Development, with attendant construction noise, dust, temporary roadway closures or detours, and the coming and going of vehicular traffic associated with the construction of the strata common facilities. 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 to it.

- 31. <u>Legal Advice</u>: The parties acknowledge that Columbia Valley Law Corporation prepared this Agreement and represents the Vendor only. The Purchaser is recommended to obtain independent legal advice on this Agreement.
- 32. <u>Construction of Agreement</u>: 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 electronically and in counterpart.

Schedule B

Acknowledgment of Disclosure Statement Receipt

- The Purchaser consents to receiving a copy of the disclosure statement for the development, Pinetree Valley Development - Pinetree Meadows, and all amendments to it by electronic means.
- 2. If the Acceptance Date for the Agreement is before to March 15, 2024, then the Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement:
 - a. the Disclosure Statement dated June 30, 2022;
 - b. the First Amendment to Disclosure Statement dated July 09, 2022;
 - c. the Second Amendment to Disclosure Statement dated June 30, 2023;
 - d. the Third Amendment to Disclosure Statement dated October 25, 2023; and
 - the Fourth Amendment to the Disclosure Statement dated March 15, 2024;
 (the "Disclosure Statement").
- 3. If the Acceptance Date for the Agreement is after March 15, 2024, then the Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement either the Consolidated Disclosure Statement dated March 15, 2024, or the Disclosure Statement as defined herein.
- The execution of this Acknowledgment of Disclosure Statement Receipt shall constitute a
 receipt by the Purchaser in respect of the Disclosure Statement and the Consolidated
 Disclosure Statement.
- 5. The Disclosure Statement relates to a development property that is not yet completed. The Purchase acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the attention of the Purchaser.

| Dated: day of | , 20 | | |
|-------------------------|------|-------------------------|--|
| | | | |
| wan an an an | | Zandroher Doors | |
| Print Purchaser's name: | | Print Purchaser's 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 DISTRICT LOT 1092 KOOTENAY DISTRICT STRATA PLAN EPS8541 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V (the "Strata Lot"). |
| The Purchaser and Vendor hereby further agree as follows: |
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| Purchaser: | Witness: |
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| Purchaser: | Witness: |
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| 1345408 B.C. LTD. | |
| 10 10 100 1101 11111 | |
| Per: | |
| Authorized signatory | Witness: |
| , | |

PINETREE VALLEY DEVELOPMENT - PINETREE MEADOWS OFFER TO PURCHASE AND AGREEMENT OF SALE POST-TITLES

| Date of Offer: | day of | , 202 |
|------------------------|--|--|
| Vendor: | 1345408 B.C. L. | ID. |
| Vendor's Solicitor: | the state of the s | 7 Law Corporation - 7 th Avenue, Invermere, BC V0A 1K0 mbialegal.ca |
| Purchaser: | | |
| Name(s) and C | ************************************** | |
| Telephone Nu | ımber(s) | |
| Email Address | (es) | |
| Purchaser's Solicitor: | | |

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

Property:

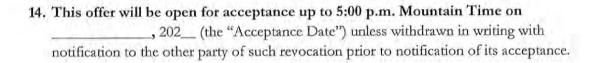
| 1. | contai | urchaser hereby offers to purchase from the Vendor on the ned in this Agreement, including those terms and conditions | |
|-------|------------------|---|--------------------------|
| | to this | Agreement, the following property: | |
| | a. | A strata lot located within the development known as Pine Pinetree Meadows (the "Development") and legally describ | |
| | | STRATA LOT DISTRICT LOT 1092 KOOTENAY PLAN EPS8541 TOGETHER WITH AN INTEREST IN PROPERTY IN PROPORTION TO THE UNIT ENTIT STRATA LOT AS SHOWN ON FORM V; and | THE COMMON |
| | b. | The following: range, fridge, dishwasher, washer, and drye | r (the "Appliances") |
| | | (collectively, the "Strata Lot"). | |
| Purch | ase Pric | e: | |
| 2. | | urchase Price for the Strata Lot is \$ | |
| | Price" taxes. |). The Purchase Price does not include Goods and Services ? | Fax and other applicable |
| 3. | The p | ortion of the Purchase Price allocated to the Appliances is \$ | |
| Depo | sit: | | |
| 4 | The P | urchaser shall pay an initial deposit of \$ | (the "Initial |
| 3.5 | Depos | sit") upon submission of this Agreement to the Vendor. The | Initial Deposit shall be |
| | | efundable to the Purchaser if this Agreement is not executed | |
| | delive | red to the Purchaser on or before the Acceptance Date set o | ut herein. |
| 5. | The P | urchaser shall pay a second deposit in the amount of \$ | (the |
| | | nd Deposit"). The Initial Deposit plus the Second Deposit sl ase Price. The Purchaser shall pay the Second Deposit on the | |
| | a. | the date that the Purchaser removes the last condition-pred Agreement (if any); and | cedent contained in this |
| | Ь | within 5 business days after the execution of this Agreemen | nt |

- 6. The Purchaser shall pay the Initial Deposit and the Second Deposit (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.
- The Deposit shall be applied against the Purchase Price.
- 8. No interest on the Deposit shall be paid or is payable to the Purchaser.
- In the event that the Purchaser fails to pay the Deposit as required by this Agreement, the Vendor may, at the Vendor's option, terminate this Agreement.
- 10. 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.
- 11. If the Purchaser fails to complete the transaction in accordance with the terms of this Agreement, then 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:

- 12. Schedules A, B, and C attached hereto form an integral 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.
- 13. On submission of this Agreement to the Vendor, the Purchaser shall deliver to the Vendor a duly executed copy of the acknowledgment of disclosure statement receipt attached as Schedule B.

Acceptance:



15. 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.

| DATED at | this day of | 202 |
|---------------------------------|--------------------|-----|
| [location] | | |
| | | |
| Purchaser: | Witness: | |
| Purchaser: | Witness: | |
| This Offer is ACCEPTED by the V | Vendor this day of | 202 |
| 1345408 B.C. LTD. | | |
| Per: | | |
| Authorized signatory | Witness: | • |

SCHEDULE A ADDITIONAL TERMS AND CONDITIONS

| 1. | Comp | oletion | Date: |
|----|------|---------|-------|
| | | | |

| a. | The purchase and sale of the Strata Lot shall complete on | , |
|----|---|---|
| | (the "Completion Date"). | |

- b. Completion shall occur as follows:
 - the Purchaser's lawyer shall prepare the conveyance documents and send them to the Vendor's lawyer;
 - the Vendor's lawyer shall return the duly executed conveyance documents to the Purchaser's lawyer before the Completion Date on undertakings agreed to between the parties' lawyers; and
 - iii. if the parties' lawyers cannot agree on undertakings, then the standard CBA BC real estate undertakings shall be used.
- c. The Purchaser acknowledges and accepts that 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.
- d. 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.
- e. If the Vendor is delayed in:
 - i. completing the servicing of the Development; or
 - ii. performing any other obligation under this Agreement by reason of unforeseen circumstance including earthquake, fire, explosion, accident, action or inaction of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of god, delay or failure by carriers or contractors, climate conditions; or
 - by any other reason or circumstance beyond the exclusive control of the Vendor;

then the time within which the Vendor must do anything contained herein, and the Completion Date established in accordance with section 1 of this Agreement, will be extended by the period equivalent of such delay as set out in written notice from the Vendor to the Purchaser, which notice will include the new extended Completion Date. For greater certainty, delays in connection with public health declarations, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Vendor.

- f. If the Purchaser wishes to extend the Completion Date, then 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. <u>Possession</u>: The Purchaser shall have vacant possession of the Strata Lot at 12:00 p.m. Mountain Time on the day following the Completion Date.

3. Lien Holdback:

- a. That portion, if any, of the Purchase Price required by the *Builders Lien Act* of British Columbia or the *Strata Property Act* of British Columbia to be held back 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's solicitor, on the 56th day after Permission to Occupy the Strata Lot has been issued, the Lien Holdback less any amount representing builders' lien claims, if applicable, registered against title to the Strata Lot.
- c. If the Lien Holdback is not released to the Vendor on the 56th day after Permission to Occupy the Strata Lot has been issued, then the Purchaser shall pay the Vendor interest on the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, 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, if applicable, 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 56th 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, then 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 Purchase Price does not include federal Goods and Services Tax ("GST") and other applicable taxes. The Purchaser shall assume and pay where applicable all real property taxes, GST, and Provincial Sales Tax ("PST"), 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 includes the Appliances. The Purchaser agrees that GST and PST is payable on the Appliances by the Purchaser. On the Completion Date, the Purchaser shall pay to the Vendor 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 B4 to the Disclosure Statement, and the proposed architectural designs attached as Exhibit C4 to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans and architectural designs, 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. <u>Variation in Square Footage</u>: 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, then 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 Strata Lot as shown on the registered strata plan exceeds 5% less than as shown in **Exhibit B4** 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. <u>Municipal Services</u>: 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. <u>Inspection</u>:

- 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. <u>No Interest in Land:</u> 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. <u>Civic Address:</u> 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 B4** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
- 15. <u>Time of the Essence</u>: 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. <u>Risk</u>: 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 shall 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.
- b. Without the Vendor's prior consent, any assignment of this purchase agreement is prohibited.

- c. 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.
- d. Each proposed party to an assignment agreement must provide the developer with the information and records required under the Real Estate Development Marketing Act.
- e. 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.
- f. 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.
- g. 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 Marketing 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.
- h. 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. <u>No Resale Prior to Completion</u>: 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. <u>Tender:</u> 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. <u>Notices</u>: 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. <u>Voting on Certain Resolutions</u>: 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 including, but not limited to, those that deal with amendments to 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. <u>Number and Gender</u>: 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. <u>Binding Effect</u>: 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. Privacy Consent:

- a. 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:
 - i. to complete the transaction contemplated by this Agreement;
 - ii. to engage in business transactions included in securing financing for the construction of the development;
 - iii. to provide ongoing products and services to the Purchasers;
 - iv. to market, sell, provide and inform the Purchasers of the Vendor's products and services, including information about future projects;
 - v. as required by law; and

vi. for additional purposes identified when or before the information is collected.

The Purchaser consents to the collection, use, and disclosure of the information to agents, contractors, and service providers of the Vendor and its affiliates in connection with the above purposes. Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to for the collection, use, and disclosure of for the purposes of subsections 25(a)(iii) and 25(a)(iv) at any time by contacting the Vendor at the address set out above.

- 26. <u>Major Delays</u>: If the Purchaser or Vendor are unable to perform any of their obligations under this Agreement 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.
- 27. <u>Governing Law</u>: 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.
- 28. <u>Waiver</u>: 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.
- 29. <u>Rescission Rights if Building Permit not Yet Issued</u>: If the Purchaser has received a Disclosure Statement for a strata lot that states that a building permit for the strata lot has not yet been issued, then the Purchaser and Vendor agree that:
 - 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 10% 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.
- 30. Ongoing Development: The Purchaser acknowledges and accepts that the Strata Lot is part of an ongoing phased development and that further units will be constructed adjacent to the Strata Lot, with attendant construction noise, dust, dirt tracks on roadways, and coming and going of vehicular traffic association with the construction of the Development. The Purchaser also acknowledges and accepts that construction of the strata common facilities, such as the roadways, will be ongoing throughout the course of the construction of the Development, with attendant construction noise, dust, temporary roadway closures or detours, and the coming and going of vehicular traffic associated with the construction of the strata common facilities. 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 to it.
- 31. <u>Legal Advice</u>: The parties acknowledge that Columbia Valley Law Corporation prepared this Agreement and represents the Vendor only. The Purchaser is recommended to obtain independent legal advice on this Agreement.
- 32. <u>Construction of Agreement</u>: 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 electronically and in counterpart.

Schedule B

Acknowledgment of Disclosure Statement Receipt

- The Purchaser consents to receiving a copy of the disclosure statement for the development, Pinetree Valley Development - Pinetree Meadows, and all amendments to it by electronic means.
- 2. If the Acceptance Date for the Agreement is before to March 15, 2024, then the Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement:
 - a. the Disclosure Statement dated June 30, 2022;
 - b. the First Amendment to Disclosure Statement dated July 09, 2022;
 - the Second Amendment to Disclosure Statement dated June 30, 2023;
 - d. the Third Amendment to Disclosure Statement dated October 25, 2023; and
 - e. the Fourth Amendment to the Disclosure Statement dated March 15, 2024;
 (the "Disclosure Statement").
- 3. If the Acceptance Date for the Agreement is after March 15, 2024, then the Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement either the Consolidated Disclosure Statement dated March 15, 2024, or the Disclosure Statement as defined herein.
- The execution of this Acknowledgment of Disclosure Statement Receipt shall constitute a
 receipt by the Purchaser in respect of the Disclosure Statement and the Consolidated
 Disclosure Statement.
- 5. The Disclosure Statement relates to a development property that is not yet completed. The Purchase acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the attention of the Purchaser.

| Dated: _ | day of | , 20 | | |
|-----------|-----------------|------|-------------------------|--|
| | | | | |
| | | | | |
| Print Pur | rchaser's name: | | Print Purchaser's 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 STRATA LOT DISTRICT LOT 1092 KOOTENAY DISTRICT STRATA PLAN EPS8541 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V (the "Strata Lot"). |
| The Purchaser and Vendor hereby further agree as follows: |
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| Purchaser: | Witness: | |
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| Purchaser: | Witness: | |
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| 1345408 B.C. LTD. | | |
| | | |
| Per: | | |
| Authorized signatory | Witness: | |
| | | |

Exhibit N

East Kootenay Realty STRATA & PROPERTY MANAGEMENT DIVISION

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AGENCY AGREEMENT

THIS AGREEMENT dated for reference as of the 3 day of May . 2021. 2022

BETWEEN:

THE OWNERS, STRATA PLAN NES TBD.

a Strata Corporation constituted under the laws of British
Columbia known as Central & Watkins, Kimberley, B.C.

Pine Thee Meedius, Inverser

(hereinafter called the "Strata Corporation")

OF THE FIRST PART

AND:

EAST KOOTENAY REALTY LTD..
a company incorporated under the laws of the Province of British
Columbia with offices at 290 Wallinger Avenue, Kimberley, B.C.,
V1A 1Z1

(hereinafter called the "Agent")

OF THE SECOND PART

WHEREAS:

- A. The Strata Corporation is responsible for the control, management, maintenance and administration of the common property and common assets of the Strata Corporation and all personnel, operations, business and all things and activities comprising or associated with or carried on in the Strata Plan.
- B. The Agent has agreed to provide certain services to the Strata Corporation.

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C. The Strata Corporation has agreed to contract with the Agent for the purposes of providing services described herein.

WITNESS THEREFORE that in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency whereof is by each hereby acknowledged) and in consideration of the mutual promises contained herein, the parties agree, one with the other, as follows:

Definitions

- 1. In this Agreement, the following terms shall have the following meanings:
- 1.1. "Act" means the Strata Property Act and amendments thereto and any regulations adopted pursuant to the Act:
- 1.2. "Agent" means the strata property agency brokerage described on page 1 hereof;
- 1.3. "Agent's Fees" means the fees payable to the Agent pursuant to Clause 5.2 of this Agreement:
- 1.4. "Agreement" means this agreement, including Schedule A, Schedule B and any other schedules attached hereto, and any amendments thereto;
- 1.5. "Bylaws" means the bylaws adopted by the Strata Corporation and in effect from time to time:
- 1.6. "Laws" means all applicable restrictive covenants, zoning ordinances and building codes, health, environmental and safety laws and regulations, and other federal, provincial and other laws, statutes, ordinances, rules, regulations, orders and court decisions;
- 1.7. "Meetings" means all meetings of the Strata Corporation and Strata Council. including the annual general meeting, special general meeting, committee meetings, arbitrations and mediation hearings, court hearings, or other meetings requiring the Agent's attendance pursuant to this Agreement:
- 1.8. "Owners" means the owners of strata lots included in the Strata Plan;
- 1.9. "RESA" means the *Real Estate Services Act* and amendments thereto and any regulations or rules adopted pursuant to the *Real Estate Services Act*:
- 1.10. "Rules" means the rules made pursuant to sec. 125 of the Act from time to time;

- 1.11. "Section" means a section of the Strata Corporation created pursuant to Part 11 of the Act;
- 1.12. "Strata Corporation" means the strata corporation described on page 1 hereof;
- 1.13. "Strata Council" means the strata council of the Strata Corporation:
- 1.14. "Strata Plan" means the strata plan filed in the Land Title Office that created the Strata Corporation; and
- 1.15. "Tax" means the Harmonized Sales Tax and/or the Goods and Services Tax as may be applicable under the Excise Tax Act. Provincial Sales Tax as may be applicable under the Provincial Sales Tax Act and any other applicable tax in replacement or substitution therefor that is applicable to the services provided under this Agreement.

Exclusive Appointment

2. Commencing on the Commencement Date set out in item 1 of Schedule A attached hereto, the Strata Corporation hereby appoints the Agent as its sole and exclusive Agent to provide strata agency services to the Strata Corporation upon the terms and conditions herein contained, and the Agent agrees to serve the Strata Corporation in that capacity in a faithful, diligent and honest manner, subject to the direction of the Strata Council and the terms of this Agreement.

Agent's Agreement

3. The Agent hereby covenants and agrees with the Strata Corporation as follows:

General

- 3.1. Agent Services To furnish the services of the Agent as agent for the Strata Corporation in assisting the Strata Council in managing the affairs of the Strata Corporation;
- 3.2. <u>Administration</u> To assist in the administration of the common property and common assets of the Strata Corporation under the direction of the Strata Council;
- 3.3. <u>Strata Corporation's Performance</u> To assist the Strata Council with the performance of all obligations required to be performed by the Strata Corporation pursuant to agreements entered into between the Strata Corporation and any other person, firm or corporation in respect of the affairs of the Strata Corporation:

Staffing - To provide sufficient staff at the Agent's expense in order to provide the 3.4. Agent's services hereunder. The Agent shall designate Darren Close of the Agent to be the principal contact person between the Agent and the Strata Corporation;

Financial

- Strata Fees To receive and record in a timely fashion all strata fees, special levies, user 3.5. fees, contributions to the contingency reserve fund, and other revenues and amounts due to the Strata Corporation;
- Unpaid Strata Fees To demand and attempt to recover from the Owners, all strata fees, 3.6. contingency reserve fees, special levies or user fees and any and all other monies from time to time payable by such Owners to the Strata Corporation in any lawful manner howsoever and to make and agree to all just and reasonable abatements, payments and allowances in respect thereof;
- Non-Payment of Strata Fees To take legal action at the expense of the Strata 3.7. Corporation for and in the name of the Strata Corporation. to effect the collection of unpaid monthly strata fees, special levies, user fees, contributions to the contingency reserve fund and any other monies due to the Strata Corporation and to sign, file and deliver certificates of liens, receipts, certificates, or acknowledgements, all at the direction of the Strata Council;
- Annual Budget To assist the Strata Council in budgeting the Strata Corporation revenue 3.8. and expenditures and in determining the appropriate amount of contribution to be paid by each Owner towards operating expenses and the contingency reserve fund as required by the Act and in this regard to furnish annually, an estimate of revenues and expenses:
- Accounting Statement To provide the Strata Council with a monthly accounting 3.9. statement of receipts, disbursements, expenses and charges;
- 3.10. Bank Statement To provide the Strata Council with a copy of each monthly bank statement for each trust account and a reconciliation of same within 6 weeks after the end of the month to which the statement relates:
- 3.11. Expenditures To sign cheques and to otherwise pay from the Strata Corporation's funds in a timely fashion, all charges, expenses and outgoings whatsoever payable by, or chargeable to the Strata Corporation provided funds are available to make such payments and the Strata Council's authorization is provided where required:

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- 3.12. Payroll Accounts To provide payroll accounting for Strata Corporation employees, if necessary, either directly or through a third-party service provider and to charge a fee for such services in the amount set forth in item 2 of Schedule A;
- 3.13. Strata Corporation's Monies To deposit all receipts of the Strata Corporation into the appropriate trust account or accounts in accordance with the provisions of RESA, such trust accounts to be separate from the Agent's corporate accounts and deposited with an institution qualified to engage in the credit union, banking or trust business, and to withdraw funds from or transfer funds between such accounts as may be appropriate. The Agent may transfer such monies between accounts and pooled trust accounts as permitted by RESA and may invest the Strata Corporation's funds as appropriate and as permitted under RESA and sec. 95 of the Act;

Trust Accounts

- 3.14. Maintenance of Trust Accounts To maintain at least one separate trust account in the name of the Strata Corporation, as further specified in item 3 of Schedule A attached hereto:
- 3.15. Contingency Reserve/Special Levy Trust Accounts If the Agent is to hold contingency reserve money or special levy money as specified in item 3 of Schedule A, to maintain separate trust accounts for the contingency reserve money and the special levy money;
- 3.16. Statutory Review of Books To keep full and detailed books and to make the books available for the annual review of books maintained by the Agent as required by the Real Estate Council of BC pursuant to RESA and to charge the fee specified in item 1 of Schedule B, whether or not the Strata Corporation's books are in fact reviewed in whole or in part, pursuant to the statutory review;
- 3.17. Strata Corporation's Audit To keep full and detailed books and if directed by the Strata Corporation, to arrange for an outside accountant to conduct an audit of the Strata Corporation's books, at the Strata Corporation's cost:
- 3.18. Signing Authority To ensure that the signing authority of the Agent for the operating fund trust account and/or pooled trust accounts includes at least one managing broker of the Agent. If contingency reserve and/or special levy trust accounts are maintained, two signing authorities shall be required for any transfer of funds, which signing authority may be any two of the following: a managing broker, a licensee, director, officer or accountant of the Agent;

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<u>Meetings</u>

3.19. Meetings - To arrange for a representative of the Agent to attend at a mutually agreed time and date, up to the number of Meetings per year set forth in item 4 of Schedule A attached hereto. It being understood however, that the Agent's attendance over and above the number of Meetings specified in item 4 of Schedule A, or attending at any Meeting of a duration longer than the number of hours specified in item 5 of Schedule A, shall be mutually agreed upon by the parties and the Agent shall be entitled to charge the additional fees shown in Clauses 5.2(b) or 5.2(c) as applicable;

Strata Council

- 3.20. Strata Council To consult with and confer fully and freely with the Strata Council (in person at Meetings, or by telephone or email) on behalf of the Strata Corporation in the performance of any of the Strata Council's duties and to act upon the resolutions of the Strata Council in so far as such resolutions do not conflict with the Act, RESA, any Laws, the Bylaws, the Rules or a direction given by the Strata Corporation;. The receipt by the Agent of written authorization of the Strata Council is sufficient authority for the Agent to so act;
- 3.21. Assistance to Strata Council To advise the Strata Council on the Act, and to advise the Strata Council of generally accepted practises throughout the strata agency industry. Such interpretation of the Act to be used by the Strata Council as a guide and shall not be regarded as legal advice;

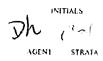
Records

3.22. Records - To keep full and detailed records of the transactions of the Strata Corporation and to retain the records required to be maintained by sec. 35 of the Act, including the owner registry (save and except any of the prescribed documents not provided to the Agent by the Strata Corporation and any other documents listed in Schedule B), if applicable, for such time as required by RESA or the Act, and to make available for inspection at the request of the Strata Corporation, all of the Strata Corporation's documents, accounts and records which the Agent may have and to charge an hourly fee in the amount specified in item 5 of Schedule A directly to the party requesting, for the supervision of the inspection of such records. Any such material shall be made available to any Owner, after first receiving reasonable notice from the Owner in accordance with the Act, of their intention to inspect the records at the office of the Agent. Subject to compliance with the Act, electronic records may be retained outside British Columbia or Canada, in which case they may be subject to the laws of the jurisdiction in which such records are located.

- 3.23. Use and Disclosure of Strata Corporation Information and Personal Information of Owners To collect, use and disclose information respecting the Strata Corporation, including personal information respecting any Owner for any and all purposes related to the management, maintenance and administration of the Strata Corporation and for such other purposes as are appropriate in connection with the performance of the duties of the Agent respecting the affairs of the Strata Corporation, including the provision of documentation and information as required by the Act to facilitate the sale of any strata lot which shall include its distribution to the Owner's real estate licensees, potential purchasers, purchasers and their conveyancers, governmental authorities, Owners' mortgagees or other authorized requestors in accordance with the Act;
- 3.24. Owner/Tenant's Registry To maintain a registry of all Owners and tenanted strata lots;
- 3.25. Minutes At the request of the Strata Council, to prepare minutes for Meetings at which the Agent is in attendance, and provide the minutes of Strata Council meetings and annual and special general meetings of the Strata Corporation pursuant to the terms and conditions of this Agreement and as prescribed by the Act:
- 3.26. Correspondence and Forms To receive and respond to all correspondence as directed by the Strata Council and to sign. file and deliver statutory forms including certificates, receipts, or acknowledgements, all at the direction of the Strata Council:

Bylaws and Rules

- 3.27. <u>Bylaws and Rules</u> To familiarize itself with RESA, the Act and the Strata Corporation's Bylaws and Rules;
- 3.28. <u>Bylaw and Rules Enforcement</u> To assist with the enforcement of the Bylaws and Rules and, if so directed by the Strata Council, take appropriate action including legal action to enforce or stop any breach or infraction of the Bylaws and Rules, at the expense of the Strata Corporation;
- 3.29. <u>Fines</u> To provide notice of fines upon the levying of fines by the Strata Council and provide follow up correspondence and initiate legal action as is necessary, at the direction and expense of the Strata Corporation:
- 3.30. <u>Liens</u> To complete, sign, file and remove liens against delinquent Owners in accordance with the Act and to provide follow up correspondence and initiate legal action as necessary, all at the direction and expense of the Strata Corporation. The Agent may charge a fee for the administration involved or the collection of receivables as specified in item 2 of Schedule B and charge back such fee to the Owner;



Insurance

- 3.31. Property Insurance Upon the direction of the Strata Council, to secure annual updates to the insurance appraisal for the Strata Plan and to renew insurance policies as they expire pursuant to the Act. All insurance appraisal costs and premium costs shall be expenses of the Strata Corporation;
- 3.32. <u>E&O Insurance</u> Upon the direction of the Strata Council, to assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Strata Council Errors & Omissions Insurance;
- 3.33. <u>Liability Insurance</u> To assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Comprehensive General Liability Insurance having a minimum coverage in the amount of \$2,000,000.00 or such greater amount as may be directed by the Strata Council. Such insurance policy shall list the Agent as additional insured and shall be applicable to any indemnification of the Agent by the Strata Corporation as required under this Agreement;
- 3.34. <u>Insurance Coverage</u> To assist the Strata Corporation to place and maintain adequate property, liability, equipment breakdown and other insurance required from time to time and have a qualified insurance agent review the insurance coverage of the Strata Corporation at least every year. The Agent shall at the direction and cost of the Strata Corporation arrange for an insurance appraisal. The Agent shall not be liable for any negligence of any such insurance agent or the insurance appraiser;
- 3.35. Availability of Insurance When assisting the Strata Corporation in obtaining the insurance described in Clauses 3.31 to 3.34, the Agent shall attempt to obtain such insurance on commercially reasonable terms. The Agent shall have no liability to the Strata Corporation or the Owners if such insurance is not available at all or if it is not available on commercially reasonable terms and the Strata Council elects not to maintain any or all such insurance;
- 3.36. Agent's Insurance The Agent shall maintain such insurance as is required by RESA:

Maintenance and Services

3.37. Contractors and Employees - To co-ordinate the work of contractors, suppliers or employees and whenever directed by the Strata Council or the Agent deems it advisable or necessary, the Agent shall cooperate with the Rental Pool Management on site, hire or discharge contractors, suppliers or employees, and it is agreed and understood that all such employees and independent contractors shall be deemed to be employees and independent contractors of the Strata Corporation and not of the Agent, and paid by the



Strata Corporation and not the Agent and that the Agent shall not be responsible for the acts, defaults or negligence of such employees or independent contractors if reasonable care has been exercised in their recommendation, appointment and retention;

- 3.38. Contracts To make and sign contracts in the name of the Strata Corporation to the extent the Agent's policies permit it to sign such contracts, in respect to the common property and common assets, for electricity, gas, fuel, water, telephone, janitorial services, window cleaning, landscaping, garbage disposal, vermin extermination and other services or such of them as the Strata Council shall deem advisable, and to monitor and negotiate renewal or replacement of such contracts:
- 3.39. Supplies Subject to the limits expressed by the Strata Council, to place orders for and purchase, in the name of the Strata Corporation, all such equipment, tools, appliances, materials and supplies as is necessary to equip properly and maintain the common property and common assets of the Strata Corporation;
- 3.40 <u>Emergency Services</u> To use commercially reasonable efforts to maintain a 24hour emergency contact service such that the Strata Council or Owners can contact the Agent with respect to matters affecting life or property damage, however the Strata Corporation acknowledges that such services may not be available in the event of a major regional emergency:
- 3.41. <u>Limitation on Expenditures</u> The Agent agrees to obtain the approval of the Strata Council of the Strata Corporation to all expenditures in accordance with the Act and the Bylaws, other than: (a) expenses contained in the approved annual budget; (b) recurring operating charges; or (c) emergency repairs in excess of the maximum amount established by the Bylaws, if such expenditures are necessary in the opinion of the Agent to protect the common property and common assets of the Strata Corporation from damage or to maintain common services to occupants of any one or more strata lots. Where all or a portion of the expenditure falls within the jurisdiction of a Section, the Agent will seek the approval of the executive of the relevant Section to such expenditure;

Proceedings

3.42. <u>Legal Proceedings</u> – To assist in resolution of disputes involving the Strata Corporation as directed by the Strata Council, by recourse to the appropriate authority, including legal proceedings, arbitration, mediation, small claims court, human rights tribunal, internal appeals and residential tenancy disputes;

- 3.43. <u>Legal Counsel</u> Any provision in this Agreement allowing the Agent to take legal action on behalf of the Strata Corporation shall mean, where appropriate or required, taking legal action through the Strata Corporation's legal counsel;
- 3.44. Owner's Defaults To sign and give notices to Owners of any defaults in any obligations of such Owners to repair or to maintain their strata lots or limited common property in a timely fashion:
- 3.45. Compliance with Notices or Orders To notify the Strata Council of any notices or orders of any competent public authority requiring repairs to be done in respect of the common property and common assets, or any part thereof, and to notify the Owners of individual strata lots that they must in a like manner comply with such notices or orders in regard to their own individual strata lots:
- 3.46. Compliance with Laws To take such action on behalf of the Strata Corporation as the Strata Council may direct, as may be necessary to comply promptly with any and all orders or requirements affecting the Strata Corporation made by any governmental body or agency having authority or orders of any Fire Marshall, or board of fire underwriters or similar body;

Other

- 3.47. Sale of Strata Lots To provide and sign documentation as required by the Act to facilitate the sale, financing or other dealings with any strata lot at the cost of the Owner or the proposed purchaser or lender. The Agent shall be entitled to retain the fees and disbursements it charges such Owners, proposed purchasers, lenders, real estate licensees, lawyers or notaries; and
- 3.48. Fees, Rebates or Discounts Not to collect or charge any undisclosed fee, rebate or discount, and if any such fee, rebate or discount should be received by the Agent that fee, rebate or discount will be held in trust for and credited to the account of the Strata Corporation.

Agent's Authorization

4. The Agent shall be deemed the Agent of the Strata Corporation and to enable the Agent to effectively perform its services under this Agreement the Strata Corporation hereby appoints the Agent as its agent to perform the services set out in Clause 3 hereof and to execute all documents and contracts for and on behalf of the Strata Corporation, as directed by the Strata Council, and to commence legal proceedings at the expense of the Strata Corporation as directed by the Strata Council and to perform all other duties provided for in this Agreement.

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Strata Corporation's Agreement

- 5. The Strata Corporation covenants and agrees:
- 5.1. Indemnity To save the Agent harmless from any and all claims, damages, costs and liability incurred in connection with the services provided to the Strata Corporation and, without limiting the generality of the foregoing, to indemnify and save the Agent harmless from all claims, damages, costs and liability whatsoever incurred by the Agent in performing its responsibilities hereunder and to protect the Agent against any and all such claims, damages, costs, and liability in the same manner and to the same extent as the Strata Corporation, unless such claim, damage, cost or liability is caused by the gross negligence or wilful misconduct of the Agent;
- 5.2. Agent's Fees To pay to the Agent the following fees:
 - (a) a fee in advance each and every month during the term of this Agreement, in the amount and on the day specified in item 7 of Schedule A:
 - (b) an additional fee in the amount specified in item 8 of Schedule A. for each additional Meeting over the number specified in Clause 3.19 and item 4 of Schedule A;
 - (c) an additional hourly fee in the amount specified in item 9 of Schedule A, for each hour of attendance at any Meeting longer than the hours specified in Clause 3.19 and item 5 of Schedule A:
 - (d) an additional fee for appearing as a witness, or assisting with litigation support, special projects and/or major renovations, as determined by the size and nature of the special project and/or major renovations and as may be agreed between the Strata Corporation and the Agent or in the amount determined pursuant to Schedule B, if attached and initialled by both parties;
 - (e) an additional fee in the amount specified in item 10 of Schedule A, per strata lot for each month of depositing and processing of special levies;
 - (f) such additional fees as are provided for in Schedule B, or as may be agreed upon in writing from time to time;
 - (g) together with any applicable Tax payable on such fees or related disbursements;



- 5.3. Payment of Agent's Fees The Strata Corporation hereby authorises the Agent to deduct the Agent's Fees and disbursements from the strata fees, special levies, assessments, user fees and any other monies collected by the Agent pursuant to Clause 3;
- 5.4. Shortfall That if the bills, accounts or expenses paid by the Agent pursuant to Clause 3 hereof in any calendar month exceed the strata fees and other monies collected in such month by the Agent or if the Strata Corporation does not otherwise have sufficient funds to pay such bills, accounts or expenses, to pay the Agent the amount of such excess promptly upon request, which may include transfer of funds from the Contingency Reserve Fund where permitted under the Act. The Agent shall have no obligation to advance funds to the Strata Corporation for any purpose whatsoever;
- 5.5. Costs To pay promptly the Agent's costs of printing, duplicating, mailing, postage, long distance telephone charges, courier or other service charges directly attributed to the Strata Corporation as per the attached item 5 of Schedule B attached hereto;
- 5.6. <u>Transfer Documentation</u> To direct and compensate the Agent in accordance with the Act for all transfer of title and ancillary documents for owners;
- 5.7. Exclusivity That the Strata Corporation, during the Term of this Agreement and for two (2) years after the termination hereof, will not engage or contract directly or indirectly with any present or past employee of the Agent, to perform services the same as or similar to the services the employee performed for the Agent unless agreed to in writing by the Agent;
- 5.8. <u>Documentation</u> To provide the Agent with all documents and records available to the Strata Corporation, which may be reasonably required by the Agent to properly assist in connection with the services provided by the Agent to the Strata Corporation;
- 5.9. <u>Bylaws and Rules</u> To provide to the Agent a copy of the Bylaws and Rules of the Strata Corporation and to promptly notify the Agent of any amendments or additions thereto; and
- 5.10. Existing Project Where the Agent is assuming its role from a prior strata agent or from a self-managed building, the Agent shall not be responsible for errors, missing or inaccurate information in the records, information or materials of the prior agent or the self-managed building provided to the Agent, or for any consequential errors, missing or inaccurate information in the records or materials maintained by the Agent. Nor is the Agent responsible for the past financial affairs of the Strata Corporation, including matters relating to the status of any employee or contractor of the Strata Corporation. The Agent will not, unless expressly directed by the Strata Corporation, conduct a

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detailed review of the records, information, materials or practices of the prior agent or self managed strata corporation, except as is necessary to fulfill its role going forward under this Agreement.

No Set Off

6. That the Strata Corporation shall not be entitled to set off against the Agent's Fees or any other monies payable to the Agent under this Agreement, any uncollected strata fees. special levies or user fees or other monies owed the Strata Corporation.

Agent to Receive Instructions from Strata Council

7. The Strata Corporation hereby authorizes its Strata Council to deal with the Agent. It is agreed and understood that the Agent at all times shall be entitled to rely on and to act upon the instructions or directions received from the Strata Council, and where appropriate or circumstances require, the President or other members of the Strata Council. Without limiting the generality of the foregoing, the Agent may from time to time request instructions or directions in writing signed on behalf of the Strata Corporation by at least two members of the Strata Council, or a formal resolution of the Strata Council after a properly convened meeting of the Strata Council. The foregoing shall constitute the full and sufficient authority for the Agent to act in accordance with such instruction or directions. The Strata Council agrees to provide timely response to requests from the Agent for directions. instructions and information.

Financial Statements

8. That the Strata Council agrees to review each statement of receipts and disbursements referred to in Clause 3.9, and within thirty (30) days from the date of provision of such statements to the Strata Council, to notify the Agent, in writing, of any alleged mistake or error on the part of the Agent in paying any bill, account or expense on behalf of the Strata Corporation. If the Agent receives no such notification within thirty (30) days of provision of such statements to the Strata Council, the statement shall be deemed to be conclusive and binding and the Agent shall be free from any and all claims in respect of such statement.

Assignment by Agent

9. The Agent may assign all of its interest in this Agreement and its rights hereunder to any other strata property brokerage, with consent from the Strata Corporation, provided such assignee is a licensed strata property agent and covenants with the Strata Corporation to observe and perform the obligations of the Agent hereunder.

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No Waiver

10. If a party to this Agreement breaches or defaults in its performance under this Agreement and the other party, expressly or implied, waives such default that waiver shall not be deemed or construed to be a waiver to any future breach or default in the performance of such defaulting party's obligations under this Agreement.

Severance

That in the event that any provision of this Agreement, or any part thereof, shall be found to be invalid the remainder of this Agreement shall be binding on the parties hereto and shall be construed that the invalid provision or part thereof had been deleted from this Agreement.

Successors and Assigns

12. This Agreement shall ensure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

Amendments in Writing

13. Any amendment to this Agreement shall be effective only if it is in writing and is duly signed by the parties.

Duration and Termination

- 14. This Agreement shall commence and become effective on the date set forth in item 1 of Schedule A and shall continue for an indefinite term until terminated in accordance with this Clause. This Agreement shall terminate upon the occurrence of any of the following events:
 - (a) I'wo months after receipt by the Agent of a notice by the Owners, terminating this Agreement:
 - (b) Two months after receipt by the Strata Corporation of a notice from the Agent, terminating this Agreement;
 - (c) Immediately, through the bankruptcy of the Agent: or
 - (d) Immediately, through the insolvency or fraud of the Agent.

After Termination

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15. Upon the termination of this Agreement, all obligations of the Agent shall cease except as otherwise expressly provided in RESA, and the Strata Corporation shall pay to the Agent any monies due to it under this Agreement and the Agent shall pay to the Strata Corporation all monies held by it in trust for the Strata Corporation. Further, the Agent shall transfer all records maintained for the Strata Corporation to the Strata Corporation or its agent as may be directed by the Strata Council, upon payment of any outstanding fees to the Agent or as required by RESA. The Agent shall be entitled to retain the original financial records for such period as is required for the Agent to comply with RESA, but the Agent shall provide the Strata Corporation with copies of the financial records, at the Strata Corporation's expense as provided in Schedule B.

Holdback

16. Upon termination of this Agreement, the Strata Corporation shall continue to be responsible for the payment of any and all bills, accounts, and expenses incurred by the Agent within the authority of this Agreement to be paid by the Agent after such termination. The Agent shall be entitled to retain, for thirty (30) days after the date of such termination, a holdback of the monies (the "Holdback") to pay such bills, accounts and expenses or any of them. If a Holdback is not retained by the Agent or is insufficient, the Strata Corporation agrees to reimburse the Agent promptly upon demand for any and all such bills, accounts and expenses paid by the Agent after the termination of this Agreement.

No Partnership

17. The relationship of the Agent to the Strata Corporation shall be that of agent and principal and this Agreement shall not under any circumstances make the Agent or any of its employees, officers or authorized representatives, to be the legal representative, partner or employee of the Strata Corporation.

Personal Information

18. The Strata Corporation hereby consents to the collection, use and disclosure by the Agent of information about the Strata Corporation and personal information about the Owners, for all purposes consistent with the matters contemplated herein.

Disclosure of Conflicts

19. If at any time, the Agent determines it is in a conflict of interest with the Strata Corporation, the Agent shall give written notice of such conflict to Strata Council as soon as reasonably possible. The Strata Corporation hereby acknowledges and consents to the

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Agent acting for other strata corporations, and sections and owners within such strata corporations.

Disclosure of Payments

20. If at any time, the Agent anticipates receiving or receives, directly or indirectly, any form of payment or other compensation from an Owner or someone other than the Strata Corporation as a result of recommending an insurance broker, or any other person providing other products or services, the Agent shall disclose the details thereof to the Strata Corporation in writing, including the source of such payments, the amount or likely amount of the payment and all other relevant facts relating to such provision of real estate services.

Charges for Documents

- 21. The Agent, without further specific disclosure to the Strata Corporation, shall be entitled to charge and retain fees (which fees may include a disbursement component) for the following
 - (a) the provision of Form B (and all attachments) and Form F and other statutory form as required by the Strata Property Act:
 - (b) the provision of copies of minutes. Bylaws. Rules, strata plans, engineering reports, financial statements and similar documents of the Strata Corporation when requested by Owners (other than the original distribution of same) or any other person authorized to receive such documents;

and any and all priority fees charged for the priority provision of such documents in accordance with the fees specified in the attached Schedules.

Sections, the Strata Corporation and Owners

22. The Strata Corporation hereby consents to the Agent acting as agent for the Strata Corporation and any or all of the Sections of the Strata Corporation. The Strata Corporation hereby consents to the Agent providing property rental services or trading services to individual Owners. The Agent shall enter into separate agency agreements with each Section for which it is to provide strata management services or financial management services, and separate service agreements with each individual Owner, and will advise the Strata Corporation in writing when it commences acting for such Sections or any individual Owner.

Primary Client and Secondary Client

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23. The Agent hereby declares that the Agent's "primary client" is as specified in item 7 of Schedule B (the "Primary Client") and the "secondary client" is as specified in item 7 of Schedule B (the "Secondary Client" or "Secondary Clients"). In the event of a conflict, the Agent will provide the full services it has contracted to provide to the Primary Client and the Agent shall provide limited representation to the Secondary Client or Secondary Clients.

Conflict with Sections

The Strata Corporation acknowledges that potential conflicts may arise between a Section 24. and the Strata Corporation or between Sections. In that case, the Agent will notify the Strata Corporation and all affected Sections of the conflict. The Agent may (a) continue to act for the Agent's Primary Client and cease to act for the Secondary Client with respect to the matter giving rise to the conflict; (b) withdraw from the matter giving rise to the conflict in a manner consistent with the applicable Rules, RESA or other professional rules; or (c) to obtain the informed consent of the Strata Corporation and any Section involved, to proceed in assisting the parties. If the Agent ceases to act for the Secondary Client with respect to the matter giving rise to the conflict pursuant to section 24(a) above, the Agent shall notify the Secondary Client of such action in writing. If the Agent withdraws pursuant to subsection 24(b), the modification in the services to be provided by the Agent will be documented in writing. If the Agent obtains the informed consent of the Strata Corporation and any Section involved pursuant to subsection 24(c). the agreement of parties for the Agent to proceed in such circumstances shall be documented in writing. If the Agent withdraws from the matter, the Agent will help the Strata Corporation and the applicable Section(s) retain other advisors and will make a smooth transfer of appropriate file materials and information.

Conflict with Owners

25. If the Agent is providing property rental services or trading services to individual Owners, there may be conflicts as between such Owners, the Strata Corporation and the Sections. If the Strata Corporation or a Section is declared to be the Agent's Primary Client, the Agent will provide full representation to the Primary Client and the Agent shall provide limited representation to the Owners.

Limited Services to Secondary Client

26. In the event of a conflict where the Agent continues to act for the Agent's Primary Client and ceases to act for the Secondary Client with respect to the matter giving rise to the conflict, the Agent will not be able to:



- (a) act in the Secondary Client's best interests, if those interests conflict with the interests of a Primary Client:
- (b) act in accordance with the Secondary Client's instructions, if acting in accordance with those instructions would lead the Agent to breach any of the Agent's obligations to a Primary Client:
- (c) maintain the confidentiality of information about the Secondary Client; or
- (d) disclose to the Secondary Client's any confidential information about the Primary Client.

Sections and Expenses

27. The Agent will work with the Strata Corporation and the Sections to appropriately allocate costs and expenses as between the Strata Corporation and the Sections in accordance with the Act, the Bylaws and any policies of the Strata Corporation and the Sections. Where possible the Agent shall obtain the agreement of the Strata Corporation and the Sections as to a policy for allocating routine expenditures and shall allocate such expenditures in a manner consistent with such policy. Where practical the Agent shall obtain the agreement of the Strata Corporation and the Sections as to the allocation of unusual expenditures before the expenditure is authorized or made. Where the Strata Corporation and the Sections cannot agree as the allocation of an expenditure, the expenditure shall be allocated in accordance with the previously adopted practices or policies or if no such practice or policy is applicable, the expenditure shall be allocated to the Strata Corporation, pending the resolution by the Strata Corporation and the Sections as to how the expense shall be allocated.

Sections Accounts

28. The Agent will establish separate accounts for any Section that it is acting for, in addition to any account it maintains for the Strata Corporation as required by RESA and the Act.

Joint Meetings

29. Where the Agent is acting for the Strata Corporation and one or more Sections, the Agent may, with the written consent of the Strata Council and the Section Executive, hold joint meetings of Strata Corporation and one or more Sections (or between the Sections). Such consent may be provided generally or for specific meetings. The Agent shall take reasonable steps when preparing agendas for such joint meetings to indicate where agenda items require the approval of the Strata Council or a particular Section Executive and resolutions with respect to such matters will be voted on only by the Strata Council

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or the relevant Section Executive. Joint minutes may be taken and maintained as part of the minutes of the Strata Corporation and the respective Sections in attendance. Upon the request of a Strata Council Member or an Executive Member at or prior to the meeting, certain matters pertaining to just the Strata Corporation or a particular Section. may be discussed at an in-camera portion of the meeting, with the minutes of such in-camera portions of the meeting being made available to appropriate entity only.

Annual Review Fee

Annually, the parties shall review the fees and other charges payable under this Agreement. Any such change in fees or charges, shall be agreed to between the parties and shall be evidenced in writing which may include a formal fee amendment agreement or a letter from the Agent to the Strata Corporation setting out such agreed changes in the fees and charges signed by the Agent and two members of the Strata Council.

Additional Disclosure

From time to time the Agent and its employees and contractors may use credit cards to transact on behalf of the Strata Corporation. As a result of these transactions, a benefit may be realized by the Agent and its employees and contractors.

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| by its authorized signatorics. |
| Authorized Signatory |
| Authorized Signatory |
| EXECUTED ON BEHALF OF EAST KOOTENAY REALTY |
| by its authorized signatories: |
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| Authorized Signatory |
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August 2014

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SCHEDULE A

| 1. | Clause 2 | Commencement Date: |
|-----|---------------|---|
| 2. | Clause 3.12 | Fee for providing payroll services: \$nil |
| 3. | | Clause 3.14 and 3.15 The Agent shall maintain the following trust accounts on behalf of the Strata Corporation (check if applicable): |
| | | ✓ Operating fund trust account |
| | | ✓ Contingency reserve trust account |
| | | ✓ Special levy trust account |
| | | Other: |
| 4. | Clause 3.19 | Maximum Number of Meetings: 12 |
| 5. | Clause 3.19 | Maximum Hours per Meeting Annually: 24 |
| 6. | Clause 3.22 | Hourly fee for supervision of inspection of records: \$_50 |
| 7. | Clause 5.2(a) | Monthly Agents' Fee: \$30 per each of the Strata Lots, payable on the 1st day of each month |
| 8. | Clause 5.2(b) | An additional fee for each Meeting over the maximum number: \$50.00 per hour |
| 9. | Clause 5.2(c) | Hourly rate for attendance at each Meeting over specified number of hours: \$50.00 (plus Tax) |
| 10. | Clause 5.2(e) | An additional fee ofNIL per strata lot for each month of depositing and processing of special levies: (with a minimum fee of |

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SCHEDULE B

Special Terms and Amendments

| 1. | Clause 3.16 | Annual fee for the statutory review of books: per accountant billing | |
|----|---|---|--|
| 2. | Clause 3.30 | Fee for administration of liened receivables: NIL | |
| 3, | Clause 5.2(d) | Additional fees: | |
| | | Litigation Support (Clause 3.42): As billed by legal service if necessary | |
| | | Special Projects: | |
| | | Major Renovations: | |
| | | Supervising Independent Audits: | |
| | | Other: | |
| 4. | Clause 5.2(1) | Additional fees: | |
| | | NONE | |
| | | | |
| | | | |
| | 5.5 Printing Costs: \$0.25 per page (Print Costs to be approved Corporation in advance) | | |
| | | Mailing Costs: As necessary per billing | |
| | | Long Distance Telephone Charges: as billed | |
| | | Courier Costs: Per billing | |
| | | Other Service Charges: | |
| | | Storage Charges: | |
| 5. | | Clause 15 Cost of photocopying: \$0.25 per page | |
| | | Du initials Agent Spraia | |

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| 6. | Clause 23 | Primary Client: | |
|----|-------------|-----------------|--|
| | Secondary C | Tient: | |
| | Secondary C | lient: | |

- Special Terms
- 1. A one-time start-up cost of \$2,000 for the following
 - a) Review of strata bylaws with comments,
 - b) supply of insurance quotes for strata operating budget,
 - calculating and submitting a draft operational budget for Central and Watkins to the Directors of Archer properties group,
 - any and all other paper work needed from a strata manager for a disclosure statement.
 - e) and the above to be completed within 10 days of a Director of Archer properties signing of the contract.
- 2. Price for the Strata Manager will be calculated at \$30/unit as the units are completed with occupancy
 - This monthly price per unit will include the oversite of contractors for general work completed for the strata but not general utility bills or similar invoicing.
 - Exclusivity clause 5.7. This is based on an individual and does not limit the strata from hiring another strata management company even if an ex-employee works for the company hired for such work.

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ASSIGNMENT OF MANAGEMENT CONTRACT

| Further to the Agency Agreement dat | ted the 31st day of May. 2 | 2022 |
|-------------------------------------|----------------------------|------|
|-------------------------------------|----------------------------|------|

BETWEEN:

THE OWNERS, Strata Plan EPS8541, a Strata Corporation constituted under the laws of British Columbia commonly known as Pine Tree Valley. (hereinafter called the 'Strata Corporation')

AND

EAST KOOTENAY REALTY LTD with an office at 25- 10TH Avenue South Cranbrook, BC V1C 2M9 British Columbia

EAST KOOTENAY REALTY LTD, hereby agrees that the Agency Agreement, hereby attached to this Assignment of Management Contract, between itself and the Strata Corporation is hereby assigned to ROCKIES WEST REALTY (2007) LTD., a company Incorporated by the Province of British Columbia, and licensed by the British Columbia Financial Services Authority, all matters contained in the attached Agency Agreement, commencing the Assignment date of _January 2 _____ 2024, are agreed to between EAST KOOTENAY REALTY LTD and ROCKIES WEST REALTY (2007) LTD.

EAST KOOTENAY REALTY LTD., assumes full responsibility and indemnifies ROCKIES WEST REALTY (2007) LTD., along with its Agents, from any claims or action taken for services provided to Strata Corporation by EAST KOOTENAY REALTY LTD., before the initiation of this Management Contract Assignment.

| Dated thisday of | , 2024 |
|---------------------------|---------------------------------|
| EAST KOOTENAY REALTY LTD. | ROCKIES WEST REALTY (2007) LTD. |
| | TRACY CARSON |
| Agent | Agent |
| apr | Cris Leonard |
| Managing Broker | Managing Broker |