

1345408 B.C. LTD.

FIFTH 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, October 25, 2023, and March 15, 2024

DATE OF THIS AMENDMENT: March 29, 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 V0A 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 property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of _____ [insert purchaser's name], who has confirmed that fact by initialing in the space provided here: _____ [space for purchaser's initials]."

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:

- (i) prior to the expiry of the 12-month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of the issued building permit; or**
- (ii) upon the expiry of the 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”);
- Third Amendment to Disclosure Statement dated October 25, 2023 (the “Third Amendment”);
and
- Fourth Amendment to Disclosure Statement, dated March 15, 2024 (the “Fourth Amendment”)

This Fifth Amendment to Disclosure Statement, dated March 29, 2024 (the “Fifth Amendment”) amends the Original Disclosure Statement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth 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 Fifth 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	Fifth 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	B5 – Strata Plan EPS8541 Phase 1 and Phase 2; Alteration to Phase 2 Strata Plan EPS8541; 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	E5 – Filed Form V – Schedule of Unit Entitlement Phase 1 and 2; Amended Form V – Schedule of Unit Entitlement Phase 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	G5 – Strata Corporation Budget and Monthly Fees Phase 1 and 2; and Interim Strata Corporation Budget and Monthly Fees Phases 1-8
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	J5 – Purchase Agreement for Pre-Title and Post-Title strata lots
		K – Encumbrances	K1 – Encumbrances		
		L – Phases 1-4 Building Permits			
			M - Storm Drainage Plan		
				N - Strata Management Contract and the Assignment of the Strata Management Contract	

**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 2.1 – General Description of the Development:** Paragraphs 2 and 3 of section 2.1 are deleted in their entirety and replaced with the following:

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 B5**. After the registration of Phase 2 at the Land Title Office, the Developer became aware of a surveyor error relating to Strata Lot 5 and Strata Lot 7 in Phase 2 Strata Plan EPS8541. The surveyor has prepared an amendment of the Phase 2 EPS8541 survey (the “Alteration”) for sheets 4 through 6. Sheets 4A, 5A, and 6A of the Alteration show the revised second floor configuration layout of Strata Lot 5 and Strata Lot 7, and the updated limited common property dimensions for the Sheds on Strata Lot 5 and Strata Lot 7. The Alteration is attached as part of **Exhibit B5**. The Developer will take all reasonably necessary steps to assist with the registration of the Alteration at the Land Title Office.

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 B5**. 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.

2. **Section 3.1 – Unit Entitlement:** Paragraphs 2 and 3 of section 3.1 is deleted in their entirety and replaced with the following:

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 E5**. A draft of the proposed Form V – Schedule for Unit Entitlement for all strata lots in the Development is attached as part of **Exhibit E5**.

The Developer draws attention to the fact that there was a surveyor error related to the second-floor configuration layout of Strata Lot 5 and Strata Lot 7, and the limited common property dimensions for the Strata Lot 5 and Strata Lot 7 Sheds. This error resulted in the unit entitlements for Strata Lot 5 and Strata Lot 7 to be swapped on the Form V – Schedule of Unit Entitlement for Strata Lots 5 to 8 filed at the Land Title Office under CB1159388. Attached as part of **Exhibit E5** is the amended Form V – Schedule of Unit Entitlement for Strata Lots 5 to 8 to be submitted to the Land Title Office to correct the error.

The Developer advises all purchasers to carefully review the unit entitlement for the strata lots as modifications have occurred from previous Exhibit Es contained in the Disclosure Statement.

3. **Section 3.3 – Common Property and Facilities:** Paragraph 1 of 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, Alteration to Phase 2 Strata Plan EPS8541, and Proposed Phases 1 to 8 Strata Plans attached as **Exhibit B5** are common property of the Development.

4. **Section 3.4 – Limited Common Property:** Paragraphs 4 and 5 of section 3.4 are deleted in their entirety and replaced with the following:

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 and Alteration to Phase 2 Strata Plan EPS8541 as part of **Exhibit B5**.

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 B5**.

5. **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 B5**.

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 B5**.

6. **Section 3.8 – Budget:** Paragraphs 2 and 3 of section 3.8 are deleted in their entirety and replaced with the following:

The owner of a strata lot will be responsible for paying the strata fees, taxes, and utilities associated with that strata lot. The Developer is responsible for paying the actual expenses of the Strata Corporation in respect of each newly registered Phase up to the end of the month in which the first conveyance of a strata lot to a purchaser occurs in each Phase.

Approved Strata Corporation Budget

The Strata Corporation's budget approved at the first annual general meeting held on March 28, 2024, is attached as part of **Exhibit G5**. Included is a Schedule showing how the budget will be allocated amongst the individual strata lot owners.

Interim Strata Corporation Budget

Based on the approved budget found in **Exhibit G5**, the Developer has prepared an Interim Strata Corporation Budget inclusive of the strata lots in Phases 1 to 8. A copy of the Interim Strata Corporation Budget inclusive of the strata lots in Phases 1 to 8, and a Schedule showing how the Interim Budget is allocated amongst the individual strata lot owners is attached as part of **Exhibit G5**.

7. **Section 4.3 – Existing Encumbrances and Legal Notations:** Paragraph 1 of section 4.3 is deleted in its entirety and replaced with the following:

As of the date of the Fifth 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 J5**.

8. **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 J5** and purchasers shall take title to the strata lot subject to such encumbrance.

9. **Section 6.1 - Development Approval:** Paragraphs 4 and 5 of section 6.1 are deleted in their entirety and is replaced with the following:

The Developer anticipates being issued the building permits for Phase 5 and Phase 6 of the Development within 12 months of March 15, 2024. 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 Disclosure Statement 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 Disclosure Statement. 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 Disclosure Statement.

10. **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 J5** (the “Agreement”), subject to any changes agreed to between the Developer and the purchaser.

Exhibit J5 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:

- i. 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:

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(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:
 - 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.

7.2.4 Deposit Interest Provisions

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

7.2.5 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. 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 B5** 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. Variation in Square Footage: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by 5% without compensation to the Purchaser. If the Strata Lot varies by more than 5% to the disadvantage of the Purchaser, 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 B5** 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. Civic Address: The civic address and strata lot numbers relating to the Strata Lot are subject to change at the discretion of the Vendor without compensation to the Purchaser. If the Strata Lot numbering varies from that set out in **Exhibit B5** 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. Voting on Certain Resolutions: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting 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 associated 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:

- i. 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:

- 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.

7.2.4 Deposit Interest Provisions

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

7.2.5 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. 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 B5** 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. Variation in Square Footage: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by 5% without compensation to the Purchaser. If the Strata Lot varies by more than 5% to the disadvantage of the Purchaser, 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 B5** 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. Civic Address: The civic address and strata lot numbers relating to the Strata Lot are subject to change at the discretion of the Vendor without compensation to the Purchaser. If the Strata Lot numbering varies from that set out in **Exhibit B5** 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. Voting on Certain Resolutions: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting 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 J5 in addition to what is outlined above.

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

The Developer is taking all reasonably necessary steps to assist with the registration of the Alteration for Phase 2 Strata Plan EPS8541 at the Land Title Office, and to register the Amended Form V – Schedule of Unit Entitlement for Phase 2 EPS8541.

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 29, 2024.

1345408 B.C. Ltd. by its authorized
signatory:



Christine Scott



Director: Christine Scott



Director: Max Graham

Exhibit B5

Strata Plan EPS8541 Phase 1 and Phase 2

KAMLOOPS LAND TITLE OFFICE

DECLARATION(S) ATTACHED

APPLICATION TO DEPOSIT PLAN
AT LAND TITLE OFFICE
PROVINCE OF BRITISH COLUMBIA

Oct-06-2023 15:53:33.001

CB936751 CB936754

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

Katelynn Marie O'Neill UG1E2B Digitally signed by Katelynn Marie O'Neill UG1E2B
Date: 2023.09.29 17:46:28 -06'00'

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

Columbia Valley Law Corporation

Barristers & Solicitors

PO Box 639, 1309 - 7th Ave.

Invermere

BC V0A 1K0

File: 13006

Telephone: 250-342-6904

Document Fees: \$410.87

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

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

3. APPLICATION FOR DEPOSIT OF:

PLAN TYPE	PLAN NUMBER	CONTROL NUMBER	NUMBER OF NEW LOTS CREATED
Strata (Phased)	EPS8541	169-479-7796	4

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

1345408 B.C. LTD.

BOX 639

INVERMERE

V0A 1K0

BRITISH COLUMBIA

CANADA

Incorporation No

1345408

5. ADDITIONAL INFORMATION:

FORM_TOA_V21

SCHEDULE OF OWNERS AND WITNESSES

PAGE 2 OF 3 PAGES

PLAN NUMBER:

CONTROL NUMBER:

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

FORM_APPR_V21

SCHEDULE OF APPROVING OFFICERS AND PROVINCIAL APPROVERS

PAGE 3 OF 3 PAGES

PLAN NUMBER:

CONTROL NUMBER:

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.

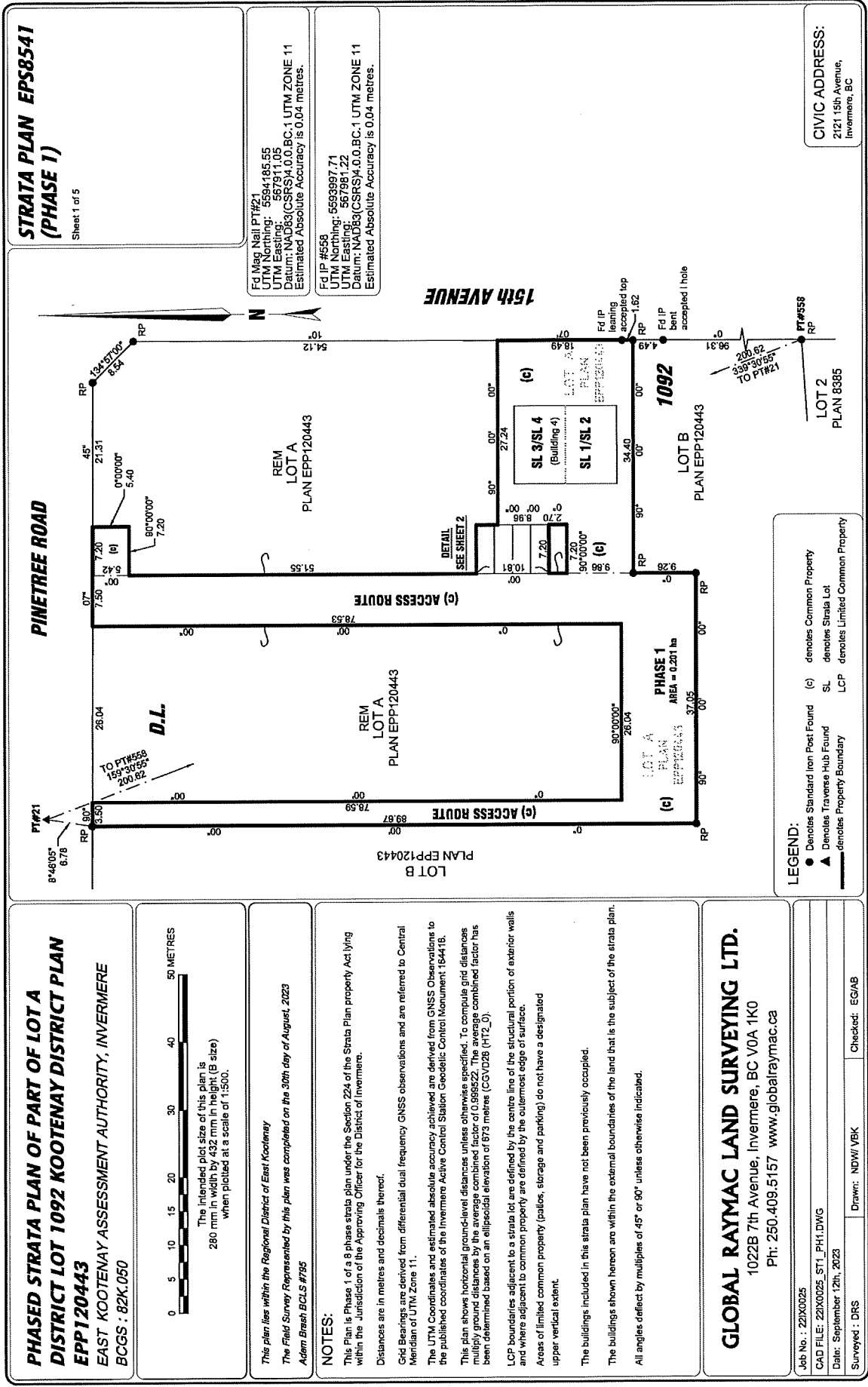
Electronic Signature

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 withdrawal of a document.



**PHASED STRATA PLAN OF PART OF LOT A
DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN
EPP120443**
EAST KOOTENAY ASSESSMENT AUTHORITY, INVERMERE
BCGS : 82K.050

This plan lies within the Regional District of East Kootenay
The Field Survey Represented by this plan was completed on the 30th day of August, 2023
Adam Brash, BCLS #795

NOTES:
This Plan is Phase 1 of a 6 phase strata plan under the Section 224 of the Strata Plan Property Act lying within the Jurisdiction of the Approving Officer for the District of Invermere.
Distances are in metres and decimals thereof.
Grid Bearings are derived from differential dual frequency GNSS observations and are referred to Central Meridian of UTM Zone 11.
The UTM Coordinates and estimated absolute accuracy achieved are derived from GNSS Observations to the published coordinates of the Invermere Active Control Station Geodetic Control Monument 16441B.
This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances multiply ground distances by the average combined factor of 0.999522. The average combined factor has been determined based on an ellipsoidal elevation of 873 metres (CGVD28 (HT2_0)).
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
Areas of limited common property (patios, storage and parking) do not have a designated upper vertical extent.
The buildings included in this strata plan have not been previously occupied.
The buildings shown hereon are within the external boundaries of the land that is the subject of the strata plan.
All angles deflected by multiples of 45° or 90° unless otherwise indicated.

GLOBAL RAYMAC LAND SURVEYING LTD.
1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No.: 221X0025
CAD FILE: 221X0025_ST1_PH1.DWG
Date: September 12th, 2023
Surveyed by: DRS
Drawn: NDW/VBK
Checked: EGAB

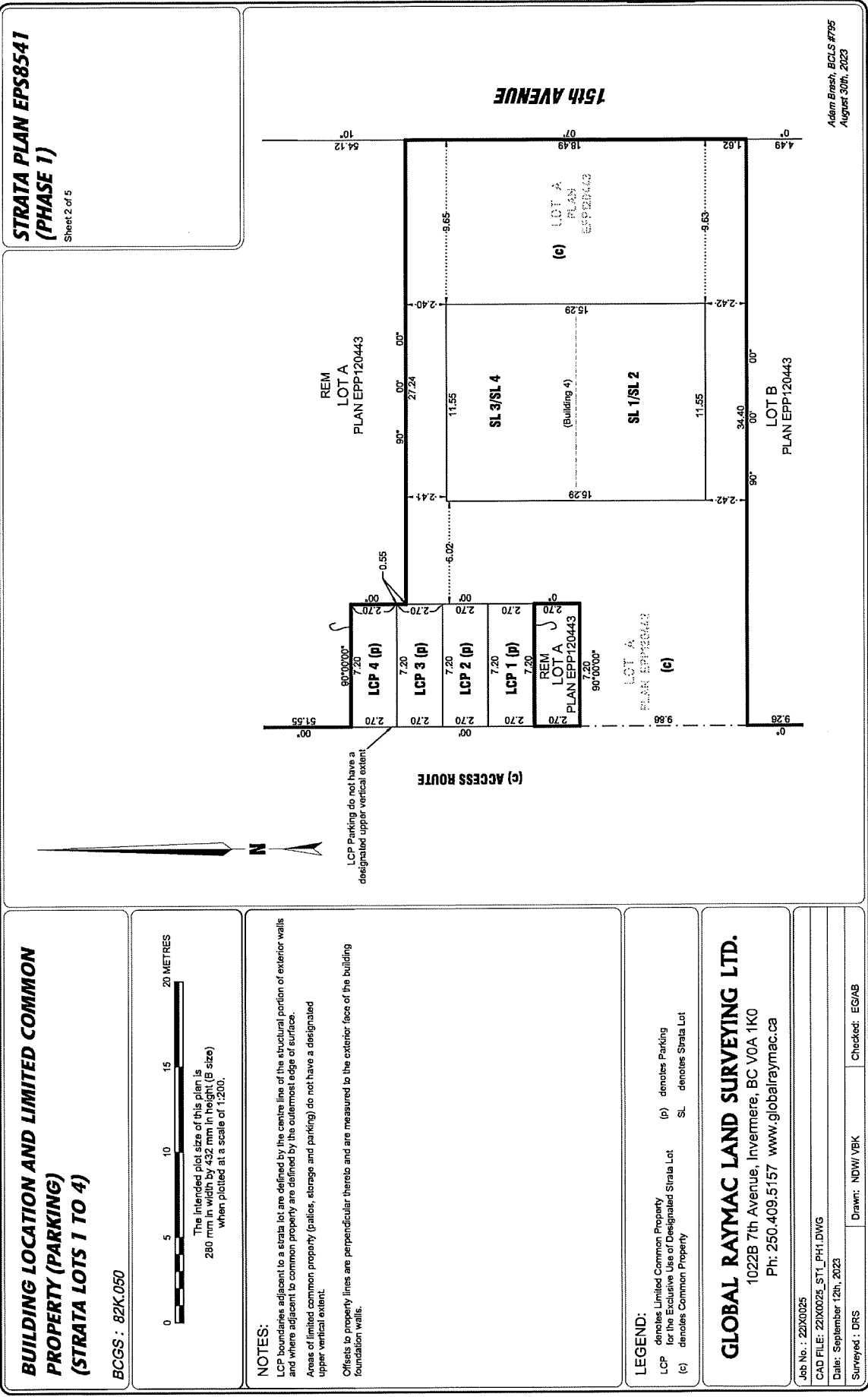
**STRATA PLAN EPS8541
(PHASE 1)**
Sheet 1 of 5

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UTM Easting: 567911.05
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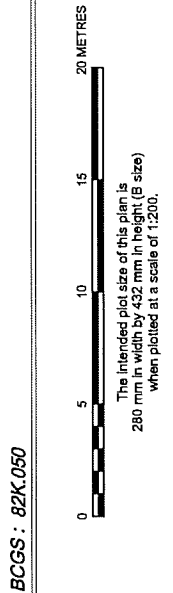
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UTM Northing: 5593997.71
UTM Easting: 567981.22
Datum: NAD83(CRS)4.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

CIVIC ADDRESS:
2121 15th Avenue,
Invermere, BC

LEGEND:
● Denotes Standard Iron Post Found (c) denotes Common Property
▲ Denotes Traverse Hub Found SL denotes Strata Lot
— denotes Property Boundary LCP denotes Limited Common Property



BUILDING LOCATION AND LIMITED COMMON PROPERTY (PARKING) (STRATA LOTS 1 TO 4)
 BCGS : 82K.050



NOTES:
 LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
 Areas of limited common property (patios, storage and parking) do not have a designated upper vertical extent.
 Offsets to property lines are perpendicular thereto and are measured to the exterior face of the building foundation walls.

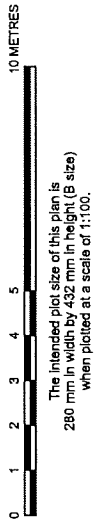
LEGEND:
 denotes Limited Common Property (p) denotes Parking
 LCP for the Exclusive Use of Designated Strata Lot SL denotes Strata Lot
 (c) denotes Common Property

GLOBAL RAYMAC LAND SURVEYING LTD.
 1022B 7th Avenue, Invermere, BC V0A 1K0
 Ph: 250.409.5157 www.globalraymac.ca

Job No. : 220X0025
 CAD FILE : 220X0025_ST1_PH1.DWG
 Date : September 12th, 2023
 Surveyed : DRS
 Drawn : NDW/VBK
 Checked: EG/AB

**BUILDING 4
(STRATA LOTS 2 & 4)
LOWER LEVEL**

BCGS : 82K.050



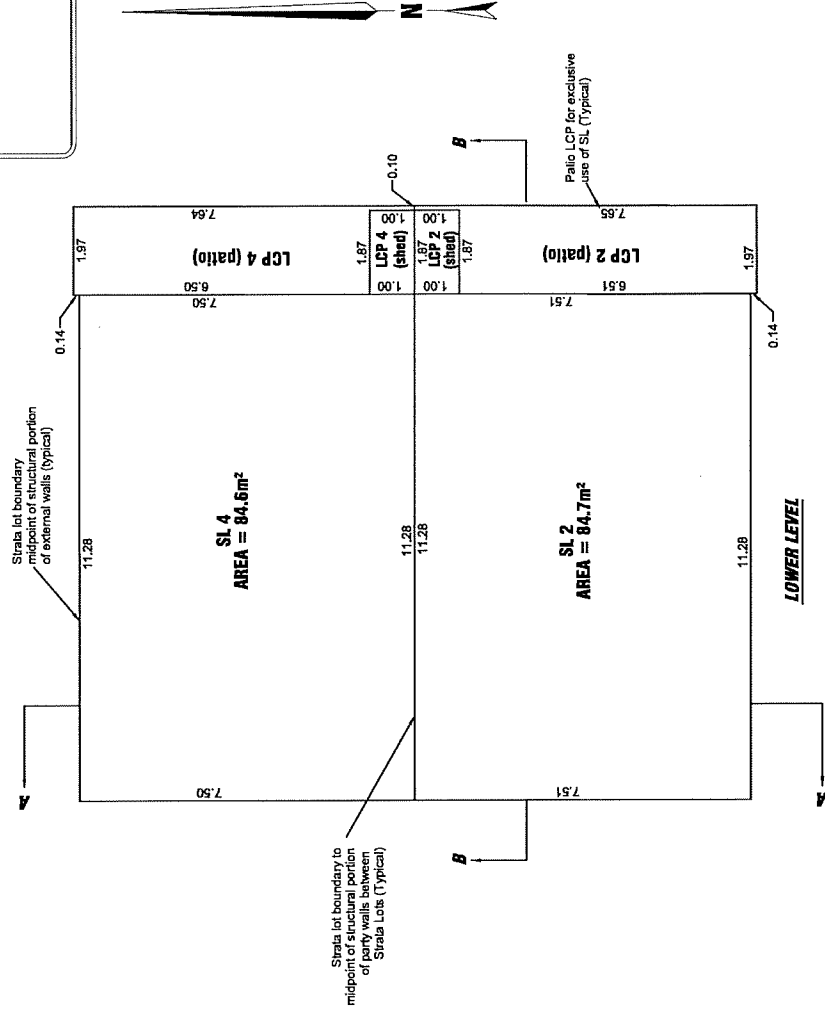
NOTES:
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surdico.
Areas of limited common property (patios, storage and parking) do not have a designated upper vertical extent.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section View arrows on this plan point in the direction of view.

LEGEND:
SL denotes Strata Lot
m² denotes meters squared
LCP denotes Limited Common Property
for the Exclusive Use of Designated Strata Lot

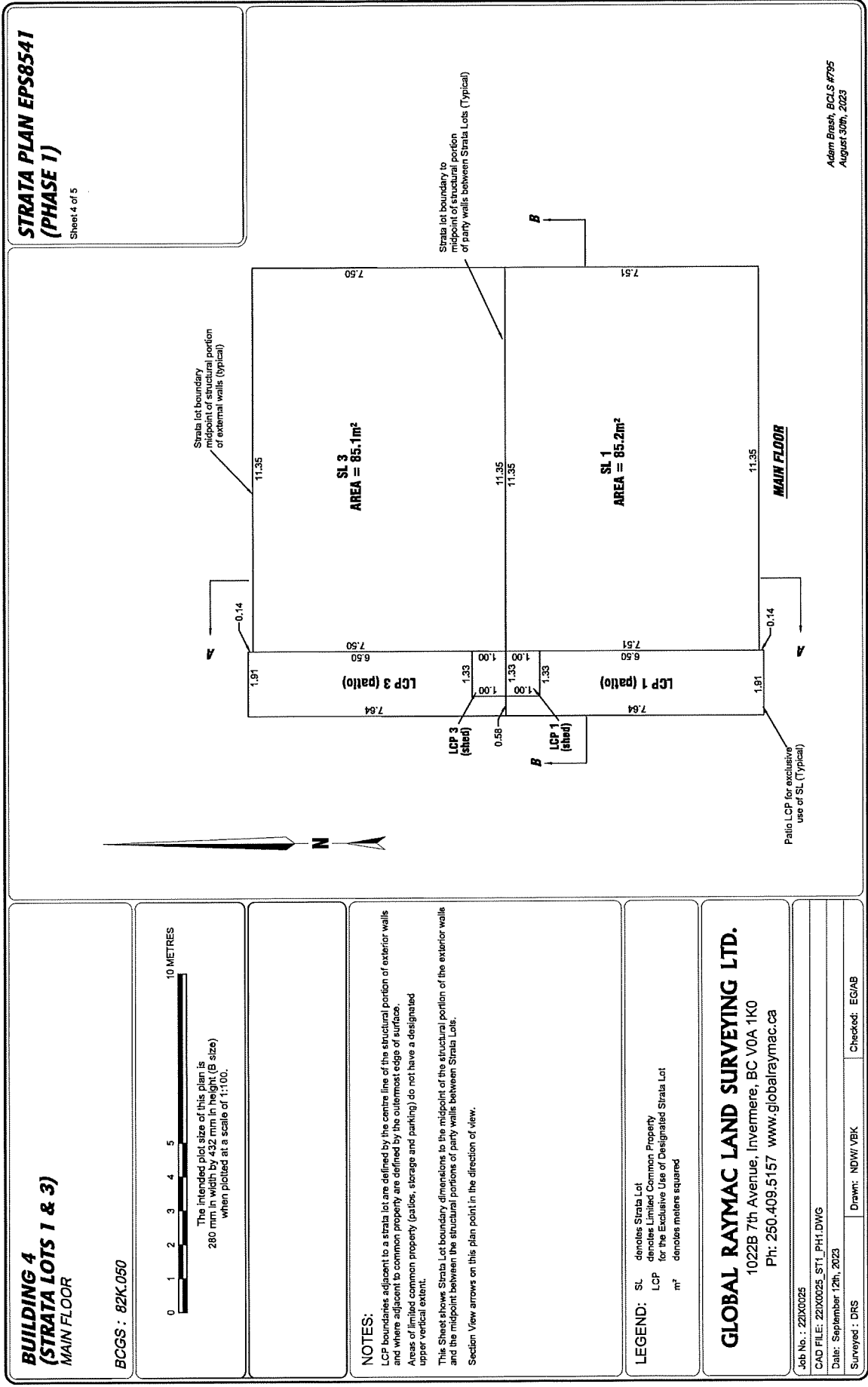
GLOBAL RAYMAC LAND SURVEYING LTD.
1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 2210X0025	Checked: EG/AB
CAD FILE: 2210X0025_ST1_PH1.DWG	Drawn: NDHW/VBK
Date: September 12th, 2023	
Surveyed: DRS	

**STRATA PLAN EPS8541
(PHASE 1)**
Sheet 3 of 5

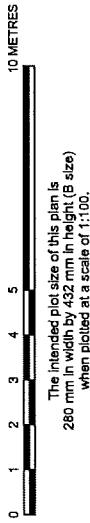


Adam Brash, BCL.S #795
August 30th, 2023



**BUILDING 4
(STRATA LOTS 1 TO 4)
CROSS SECTIONS**

BCGS : 82K.050



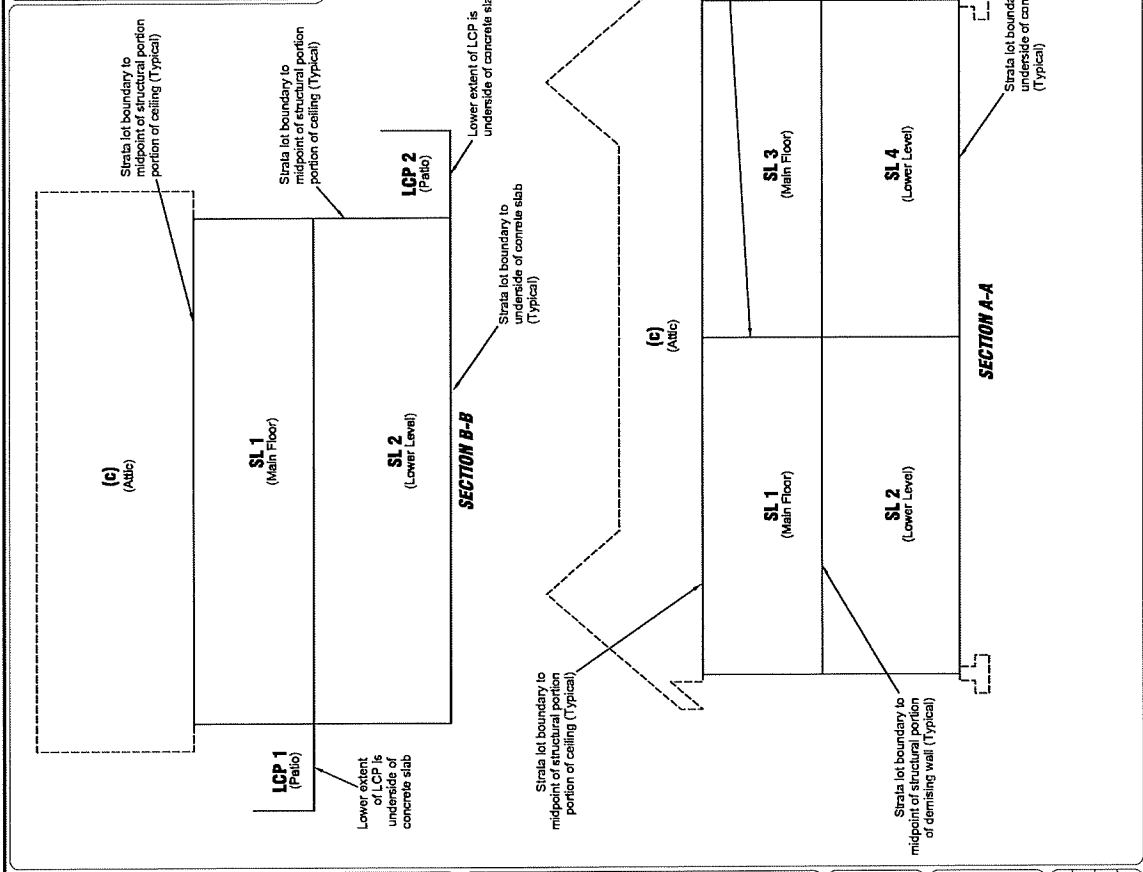
NOTES:
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Areas of limited common property (patios, storage and parking) do not have a designated upper vertical extent.

LEGEND:
SL denotes Strata Lot
(c) denotes Common Property
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot

GLOBAL RAYMAC LAND SURVEYING LTD.
1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025
CAD FILE: 22IX0025_ST1_PH1.DWG
Date: September 12th, 2023
Surveyed : DBS
Drawn: NDW/VBK
Checked: EG/AB

**STRATA PLAN EPS8541
(PHASE 1)**
Sheet 5 of 5



Adam Erash, BCL.S #795
August 30th, 2023

KAMLOOPS LAND TITLE OFFICE

APPLICATION TO DEPOSIT PLAN
AT LAND TITLE OFFICE
PROVINCE OF BRITISH COLUMBIA

Feb-12-2024 12:49:14.001

CB1159384 CB1159387

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

Katelynn Marie O'Neill UG1E2B
Digitally signed by Katelynn Marie O'Neill UG1E2B
Date: 2024.02.12 13:37:01 -07'00'

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

Columbia Valley Law Corporation

Barristers & Solicitors

PO Box 639, 1309 - 7th Ave.

Invermere

BC V0A 1K0

File: 13075

Telephone: 250-342-6904

Document Fees: \$410.87

Deduct LTSA Fees? Yes

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

032-005-121 LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443 EXCEPT PHASE 1 STRATA PLAN EPS8541

3. APPLICATION FOR DEPOSIT OF:

PLAN TYPE	PLAN NUMBER	CONTROL NUMBER	NUMBER OF NEW LOTS CREATED
Strata (Phased)	EPS8541	170-672-5908	4

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

1345408 B.C. LTD.

BOX 639

INVERMERE

V0A 1K0

BRITISH COLUMBIA

CANADA

Incorporation No

1345408

5. ADDITIONAL INFORMATION:

FORM_TOA_V21

SCHEDULE OF OWNERS AND WITNESSES

PAGE 2 OF 3 PAGES

PLAN NUMBER:

CONTROL NUMBER:

Witness to All Signatures

1345408 B.C. LTD. Inc. No. 1345308 by its authorized signatory(ies)

Name: Jeff Yeung
Occupation: Asset Manager
Address: 200 - 1201 Glenmore Ct. SW, Calgary, AB

Max Daniel Graham

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

EPS8541

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

0795

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.

Digitally signed by
Adam Brash 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,

Invermere

BC V0A 1K0

abrash@grs.ca

1.403.710.9370

 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 Plan Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2023 August 30 (YYYY/Month/DD) The checklist was filed under ECR#: 274939
The plan was completed and checked on: 2023 September 15 (YYYY/Month/DD)

 None Strata Form S None Strata Form U1 Strata Form U1/U2

I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan

Certification Date: 2023 September 15 (YYYY/Month/DD)

Arterial Highway Remainder Parcel (Airspace) 4. ALTERATION:

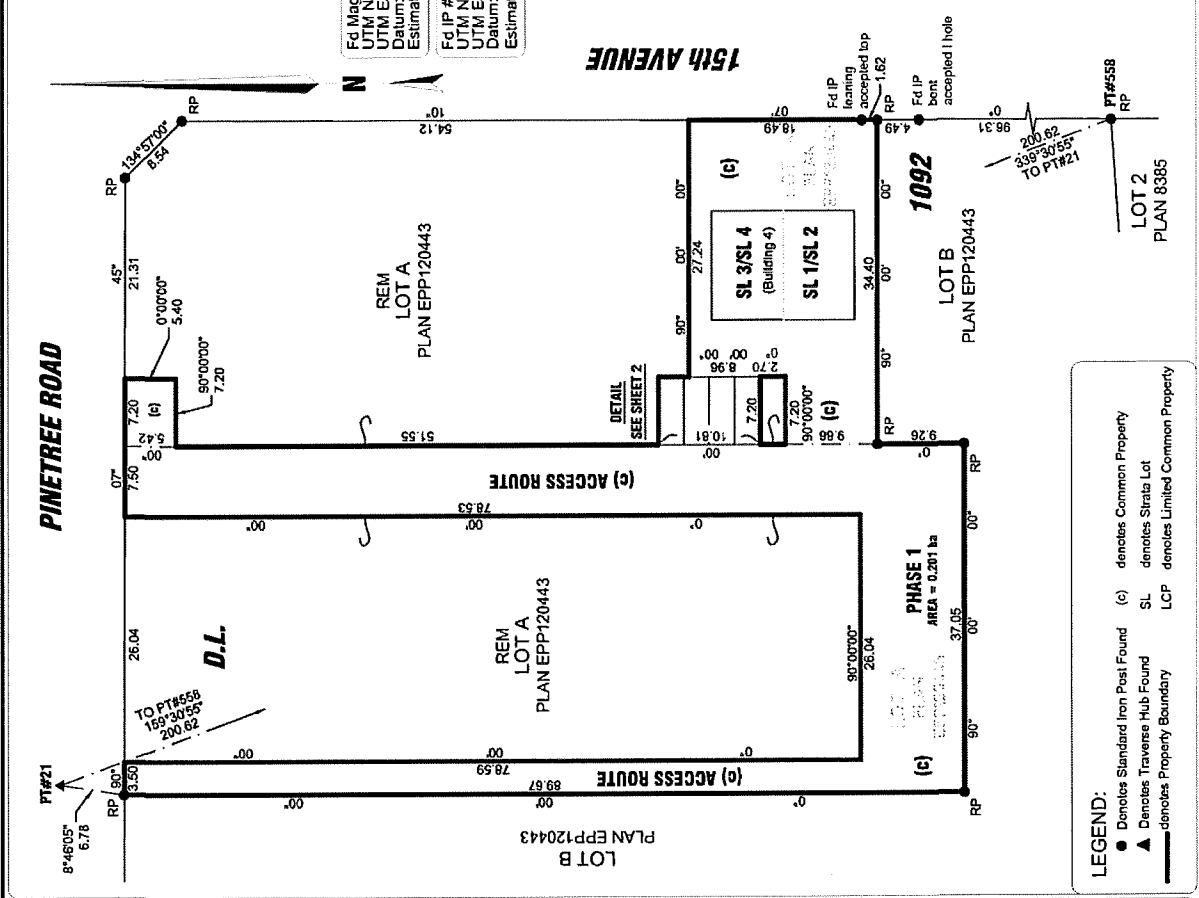
**STRATA PLAN EPS8541
(PHASE 1)**

Sheet 1 of 5

Fd IP #558
UTM Northing: 5594185.55
UTM Easting: 567911.05
Datum: NAD83(CRS)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

Fd IP #558
UTM Northing: 5593997.71
UTM Easting: 567981.22
Datum: NAD83(CRS)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

CIVIC ADDRESS:
2121 15th Avenue,
Invermere, BC



LEGEND:
 ● Denotes Standard Iron Post Found (c) denotes Common Property
 ▲ Denotes Traverse Hub Found SL denotes Strata Lot
 — denotes Property Boundary LCP denotes Limited Common Property

**PHASED STRATA PLAN OF PART OF LOT A
DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN
EPP120443**
EAST KOOTENAY ASSESSMENT AUTHORITY, INVERMERE
BCGS : 82K.050



This plan lies within the Regional District of East Kootenay
 The Field Survey Represented by this plan was completed on the 30th day of August, 2023
 Adam Bash BCLS #795

NOTES:
 This Plan is Phase 1 of a 8 phase strata plan under the Section 224 of the Strata Plan Property Act lying within the Jurisdiction of the Approving Officer for the District of Invermere.

Distances are in metres and decimals thereof.
 Grid Bearings are derived from differential dual frequency GNSS observations and are referred to Central Meridian of UTM Zone 11.
 The UTM Coordinates and estimated absolute accuracy achieved are derived from GNSS Observations to the published coordinates of the Invermere Active Control Station Geodetic Control Monument 16441B.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances multiply ground distances by the average combined factor of 0.99922. The average combined factor has been determined based on an ellipsoidal elevation of 873 metres (HT2_0).
 LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

Areas of limited common property (patios, storage and parking) do not have a designated upper vertical extent.
 The buildings included in this strata plan have not been previously occupied.

The buildings shown hereon are within the external boundaries of the land that is the subject of the strata plan.
 All angles defect by multiples of 45° or 90° unless otherwise indicated.

GLOBAL RAYMAC LAND SURVEYING LTD.
 1022B 7th Avenue, Invermere, BC V0A 1K0
 Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22X0025
 CAD FILE: 22X0025_ST1_PH1.DWG
 Date: September 12th, 2023
 Surveyed by: DRS
 Drawn: NDWI/VBK
 Checked: EGA/B

BUILDING LOCATION AND LIMITED COMMON PROPERTY (PARKING) (STRATA LOTS 1 TO 4)

BCGS : 82K.050

0 5 10 15 20 METRES



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:200.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of facade.

Areas of limited common property (patios, storage and parking) do not have a designated upper vertical extent.

Offsets to property lines are perpendicular thereto and are measured to the exterior face of the building foundation walls.

LEGEND:

denotes Limited Common Property
 LCP for the Exclusive Use of Designated Strata Lot
 (c) denotes Common Property
 (p) denotes Parking
 SL denotes Strata Lot

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Job No. : 221X0025

CAD FILE: 221X0025_ST1_PH1.DWG

Date: September 12th, 2023

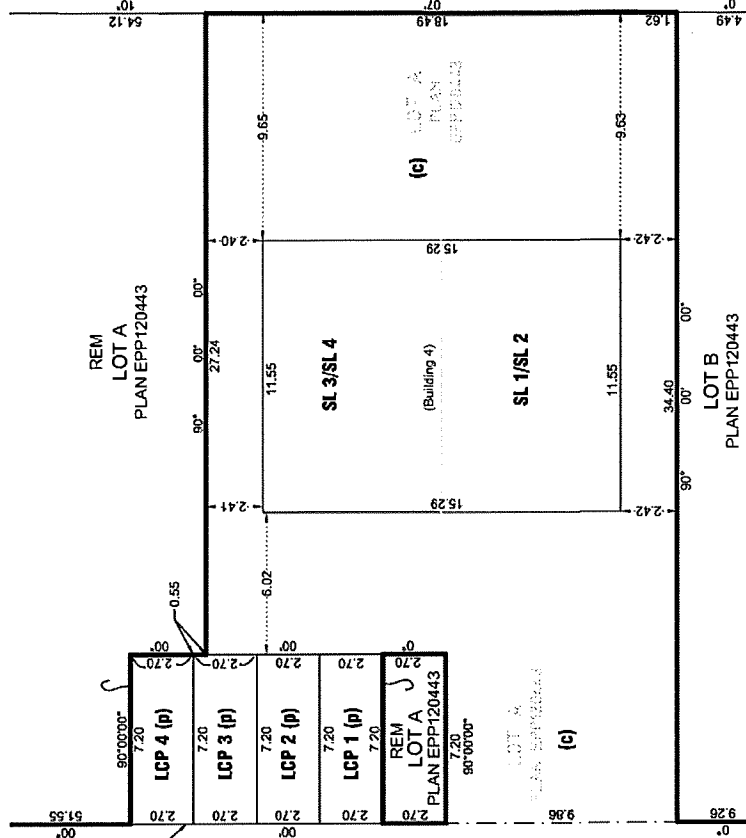
Surveyed : DRS

Drawn: NDWI VBK

Checked: EG/AB

STRATA PLAN EPS8541 (PHASE 1)

Sheet 2 of 5



LCP Parking do not have a designated upper vertical extent!

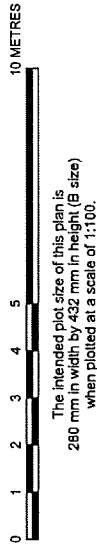
(c) ACCESS ROUTE

15th AVENUE

Adam Brash, BCLS #795
 August 30th, 2023

**BUILDING 4
(STRATA LOTS 2 & 4)
LOWER LEVEL**

BCGS : 82K.050



NOTES:
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
Areas of limited common property (patios, storage and parking) do not have a designated upper vertical extent.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section View arrows on this plan point in the direction of view.

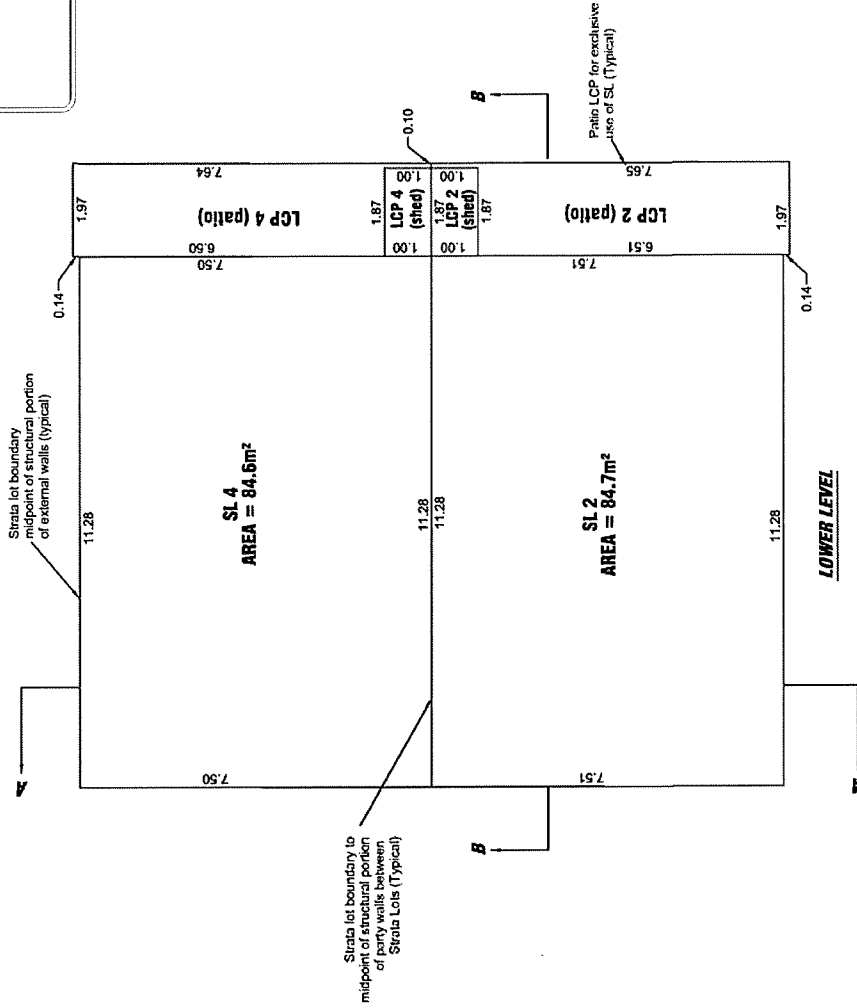
LEGEND:
SL denotes Strata Lot
SL denotes Limited Common Property
LCP for the Exclusive Use of Designated Strata Lot
m² denotes meters squared

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025
CAD FILE: 22IX0025_ST1_PH1.DWG
Date: September 12th, 2023
Surveyed by : DRS
Drawn: NDWI/VBK
Checked: EG/AB

**STRATA PLAN EPS8541
(PHASE 1)**

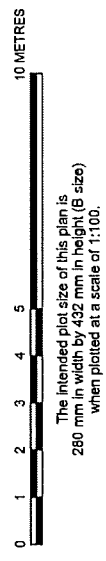
Sheet 3 of 5



Adam Brash, BCLS #795
August 30th, 2023

**BUILDING 4
(STRATA LOTS 1 & 3)
MAIN FLOOR**

BCGS : 82K.050



NOTES:
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
Areas of limited common property (patio, storage and parking) do not have a designated upper vertical extent.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section View arrows on this plan point in the direction of view.

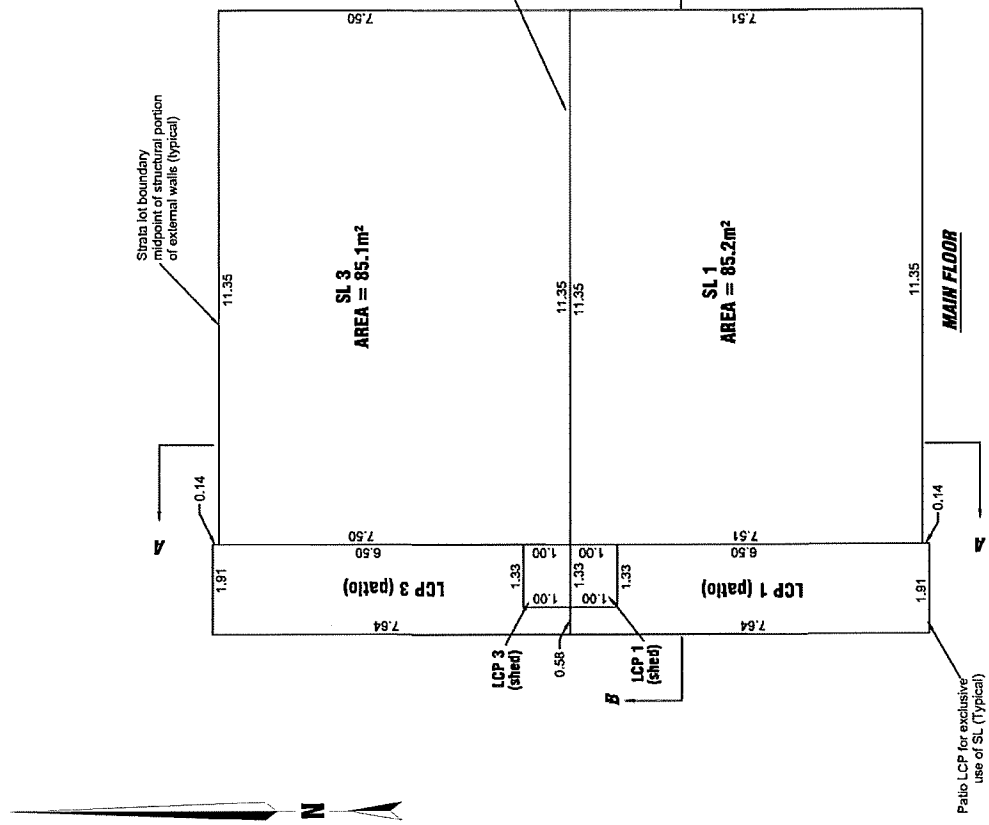
LEGEND: SL denotes Strata Lot
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING LTD.
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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025
CAD FILE: 22IX0025_ST1_PH1.DWG
Date: September 12th, 2023
Surveyed : DRS
Drawn : NDWI/VBK
Checked: EG/AB

**STRATA PLAN EPS8541
(PHASE 1)**

Sheet 4 of 5



Adam Brash, BCLS #795
August 30th, 2023

**BUILDING 4
(STRATA LOTS 1 TO 4)
CROSS SECTIONS**

BCGS : 82K.050

0 1 2 3 4 5 10 METRES

The intended pict size of this plan is
280 mm in width by 432 mm in height (B size)
when plotted at a scale of 1:100.

NOTES:
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Areas of limited common property (patios, storage and parking) do not have a designated upper vertical extent.

LEGEND:
SL denotes Strata Lot
(c) denotes Common Property
LCP denotes Limited Common Property
for the Exclusive Use of Designated Strata Lot

GLOBAL RAYMAC LAND SURVEYING LTD.
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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH1.DWG

Date: September 12th, 2023

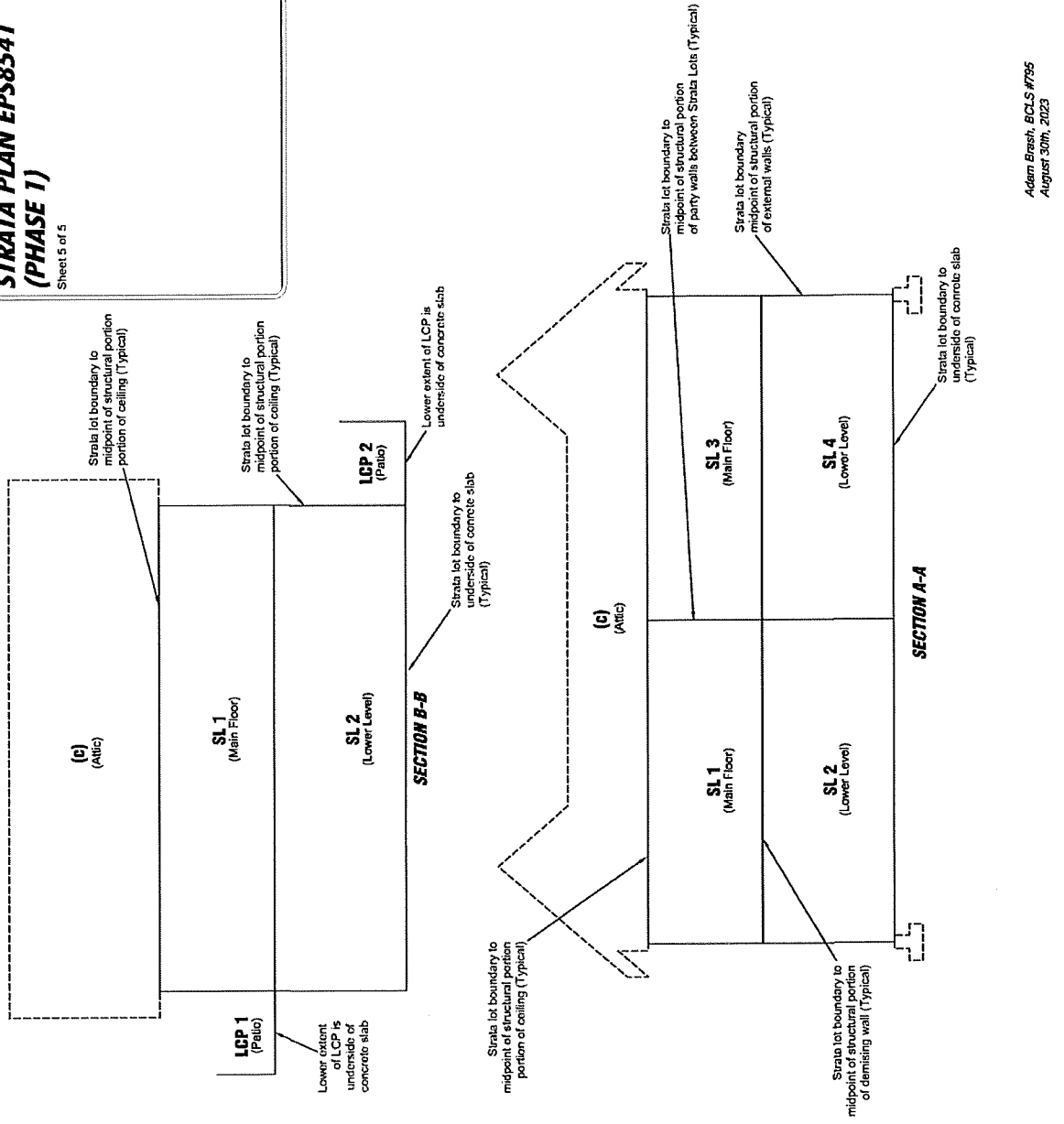
Surveyed : DRS

Drawn: NDWI/VBK

Checked: EGAB

**STRATA PLAN EPS8541
(PHASE 1)**

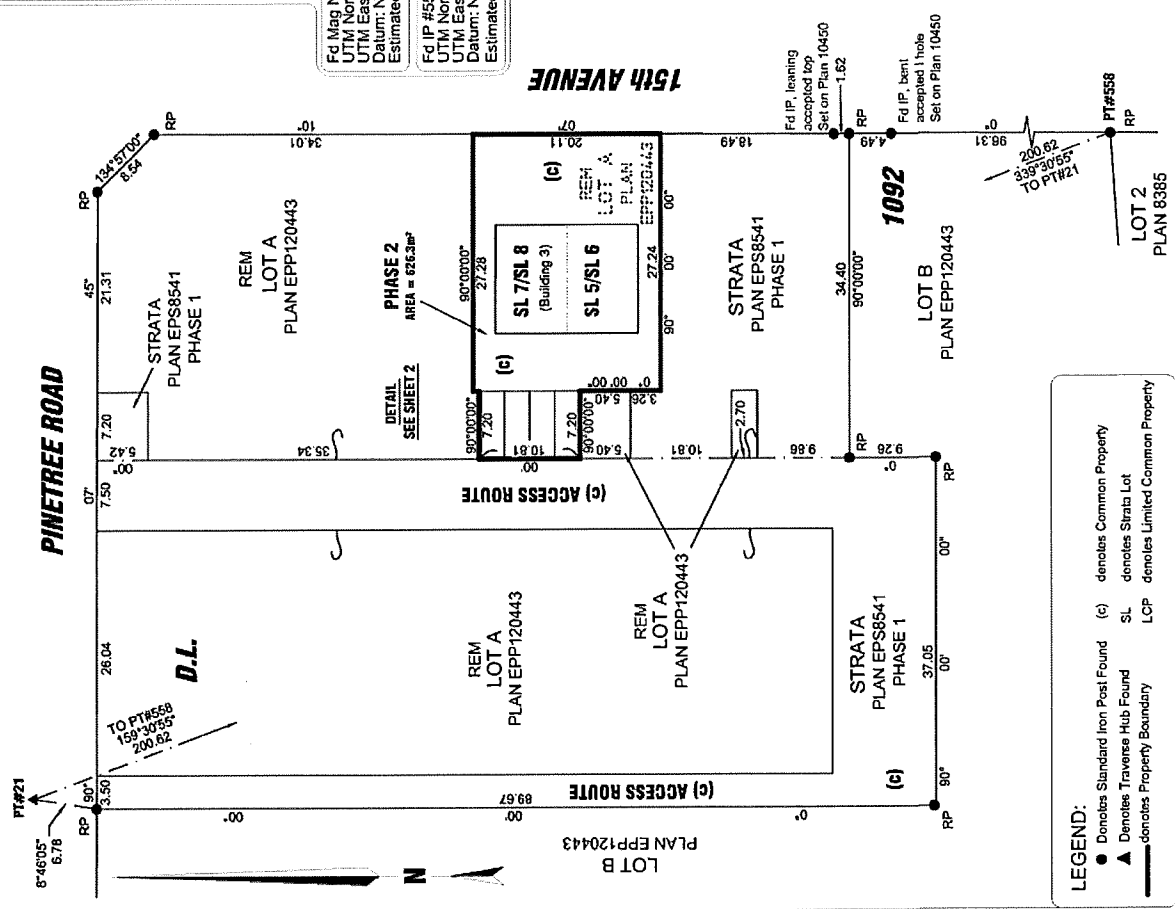
Sheet 5 of 5



Adam Brash, BCLS #795
August 30th, 2023

**STRATA PLAN EPS8541
(PHASE 2)**

Sheet 1 of 6

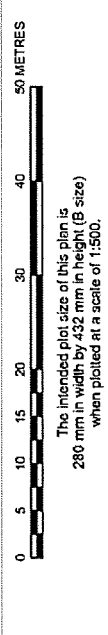


Fd IP #21
UTM Northing: 5594185.55
UTM Easting: 567911.05
Datum: NAD83(CRS)4.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

Fd IP #558
UTM Northing: 5593997.71
UTM Easting: 567981.22
Datum: NAD83(CRS)4.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

CIVIC ADDRESS:
2121 15th Avenue,
Invermere, BC

**PHASED STRATA PLAN OF PART OF LOT A
DISTRICT LOT 1092 KOOTENAY DISTRICT
PLAN EPP120443
EAST KOOTENAY ASSESSMENT AUTHORITY, INVERMERE
BCGS : 82K.050**



This plan lies within the Regional District of East Kootenay
The Field Survey Represented by this plan was completed on the 20th Day of December, 2023.
Adam Erash BCAS #795

NOTES:
This Plan is Phase 2 of a 8 phase strata plan under the Section 224 Strata Plan Property Act lying within the Jurisdiction of the Approving Officer for the District of Invermere.
Distances are in metres and decimals thereof.
Grid Bearings are derived from differential dual frequency GNSS observations and are referred to Central Meridian of UTM Zone 11.
The UTM Coordinates and estimated absolute accuracy achieved are derived from GNSS Observations to the published coordinates of the Invermere Active Control Station Geodetic Control Monument 164418.
This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances multiply ground distances by the average combined factor of 0.999522. The average combined factor has been determined based on an ellipsoidal elevation of 873 metres (CGVD28 (HT2, 0)).
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP paths, balconies and parking are defined as to height by the centre of the floor above of its extensions, or where the floor above, by the average height of a strata lot within the same building unless otherwise indicated.
The buildings included in this strata plan have not been previously occupied.
The buildings shown herein are within external boundaries of the land that is subject to the strata plan.
All angles defined by multiples of 45° or 90° unless otherwise indicated.

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Job No. : 221X0025
CAD FILE: 221X0025_ST1_PH2.DWG
Date: January 30th, 2024
Surveyed: DRS/JDR
Drawn: NDW/VBK
Checked: EG/AB

LEGEND:
● Donates Standard Iron Post Found (c) denotes Common Property
▲ Denotes Traverse Hub Found SL denotes Strata Lot
— denotes Property Boundary LCP denotes Limited Common Property

DETAIL OF BUILDING 3 LOCATION AND LIMITED COMMON PROPERTY (PARKING) (STRATA LOTS 5 TO 8)

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:200.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
 All LCP patios, balconies and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
 Offsets to property lines are perpendicular thereto and are measured to the exterior face of the building foundation walls.

LEGEND:

denotes Limited Common Property
 LCP for the Exclusive Use of Designated Strata Lot
 (p) denotes Parking
 (c) denotes Common Property
 SL denotes Strata Lot

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Job No. : 221X0025

CAD FILE: 221X0025_ST1_PH2.DWG

Date: January 30th, 2024

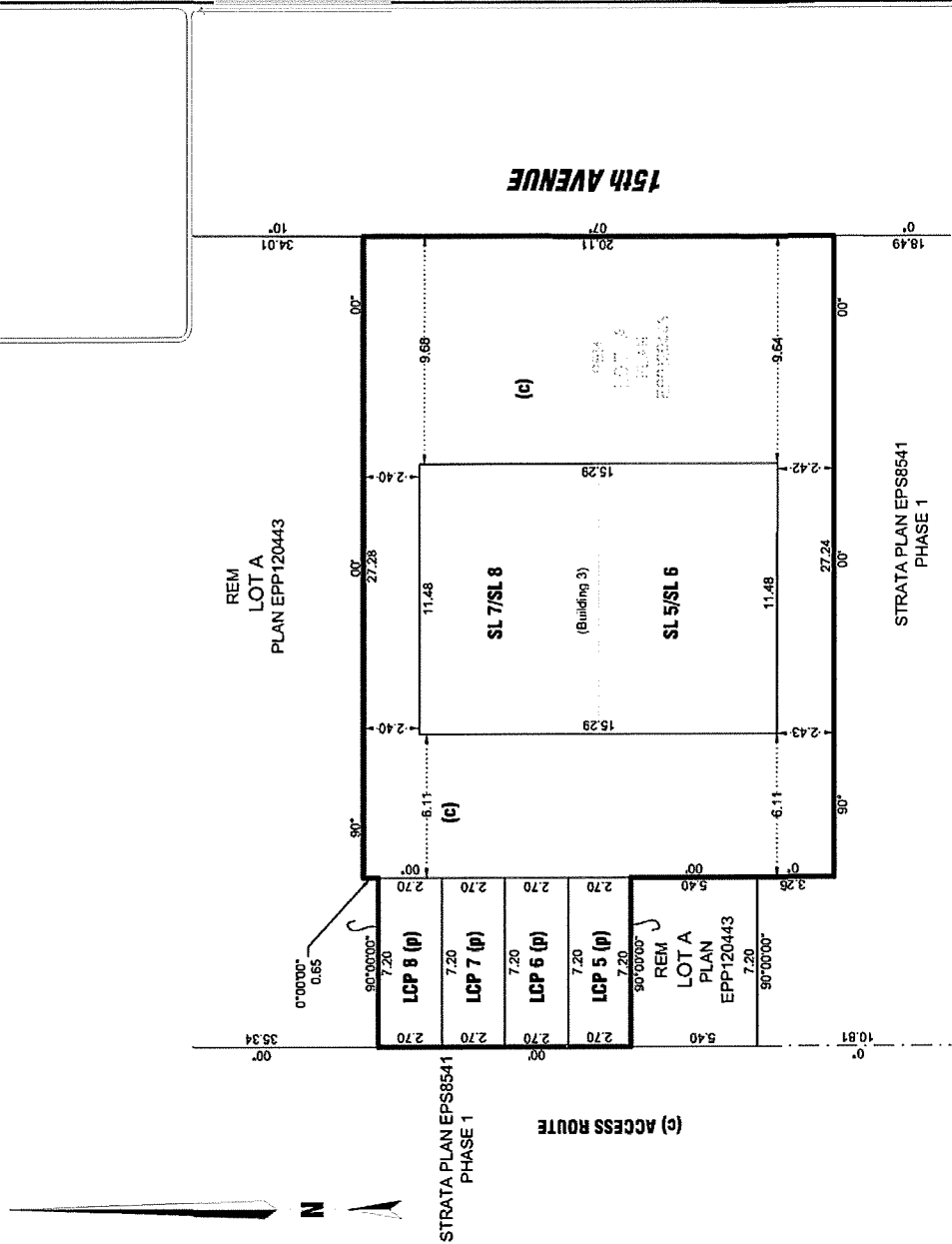
Surveyed : DRS/ JDR

Drawn: NDWI/VBK

Checked: EG/AB

STRATA PLAN EPS8541 (PHASE 2)

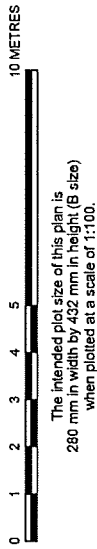
Sheet 2 of 6



Adam Brash, BCLS #795
 December 20th, 2023

**BUILDING 3
(STRATA LOTS 6 & 8)
LOWER LEVEL**

BCGS : 82K.050



NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outmost edge of surface.
 All LCP patios, balconies and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
 This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
 Section arrows on this plan point in the direction of view.

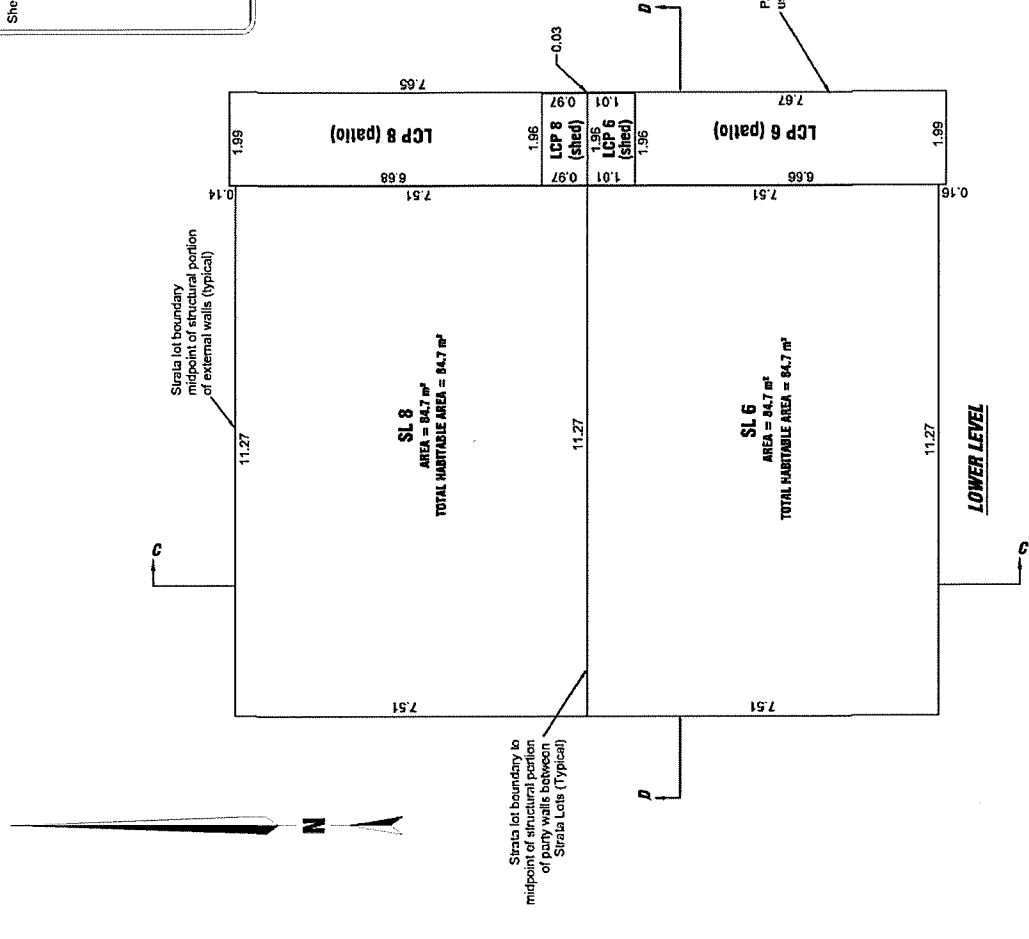
LEGEND: SL denotes Strata Lot
 LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
 (e) denotes Common Property
 m² denotes metres squared

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Job No. : 22X0025
 CAD FILE: 22X0025_ST1_PH2.DWG
 Date: January 30th, 2024
 Surveyed : DRS/ JDR
 Drawn: NDWI/ VBK
 Checked: EG/AB

**STRATA PLAN EPS8541
(PHASE 2)**

Sheet 3 of 6



STRATA PLAN EPS8541 (PHASE 2)

Sheet 4 of 6

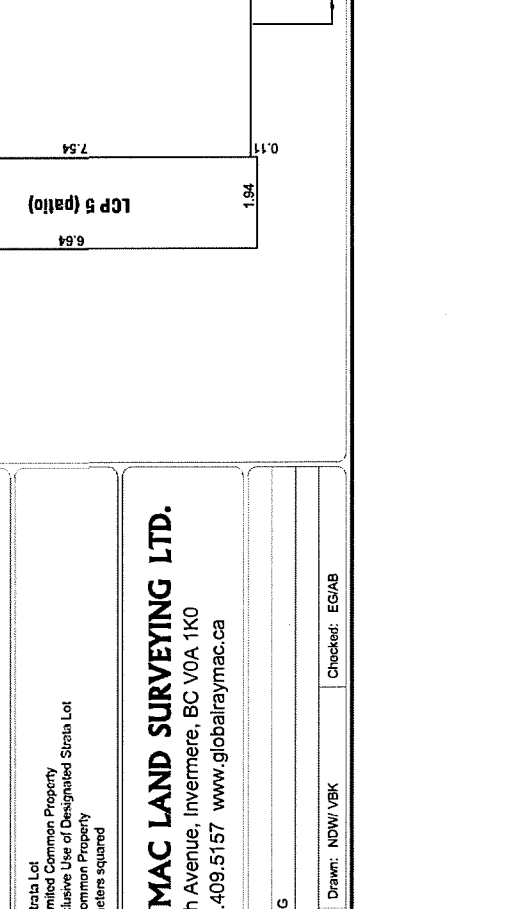
BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

**BUILDING 3
(STRATA LOTS 5 & 7)
MAIN FLOOR**

82K.050



Adam Brash, BCCLS #795
December 20th, 2023

LEGEND:

- SL denotes Strata Lot
- LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
- (c) denotes Common Property
- m² denotes meters squared

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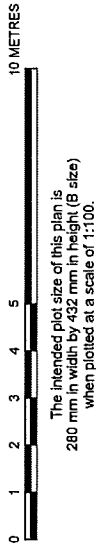
Job No.: 22X0025
CAD FILE: 22X0025_ST1_PH2.DWG
Date: January 30th, 2024
Surveyed by: DRS/ JDR
Drawn: NDW/ VBK
Checked: EGI/AB

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, balconies and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

**BUILDING 3
(STRATA LOT 5 & 7)
SECOND FLOOR**

BCGS : 82K.050



NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
 All LCP patios, balconies and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
 This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
 Section arrows on this plan point in the direction of view.

LEGEND:
 SL denotes Strata Lot
 LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
 (c) denotes Common Property
 m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING LTD.
 1022B 7th Avenue, Invermere, BC V0A 1K0
 PR: 250.409.5157 www.globalraymac.ca

Job No. : 22X0025

CAO FILE: 22X0025_ST1_PH2.DWG

Date: January 30th, 2024

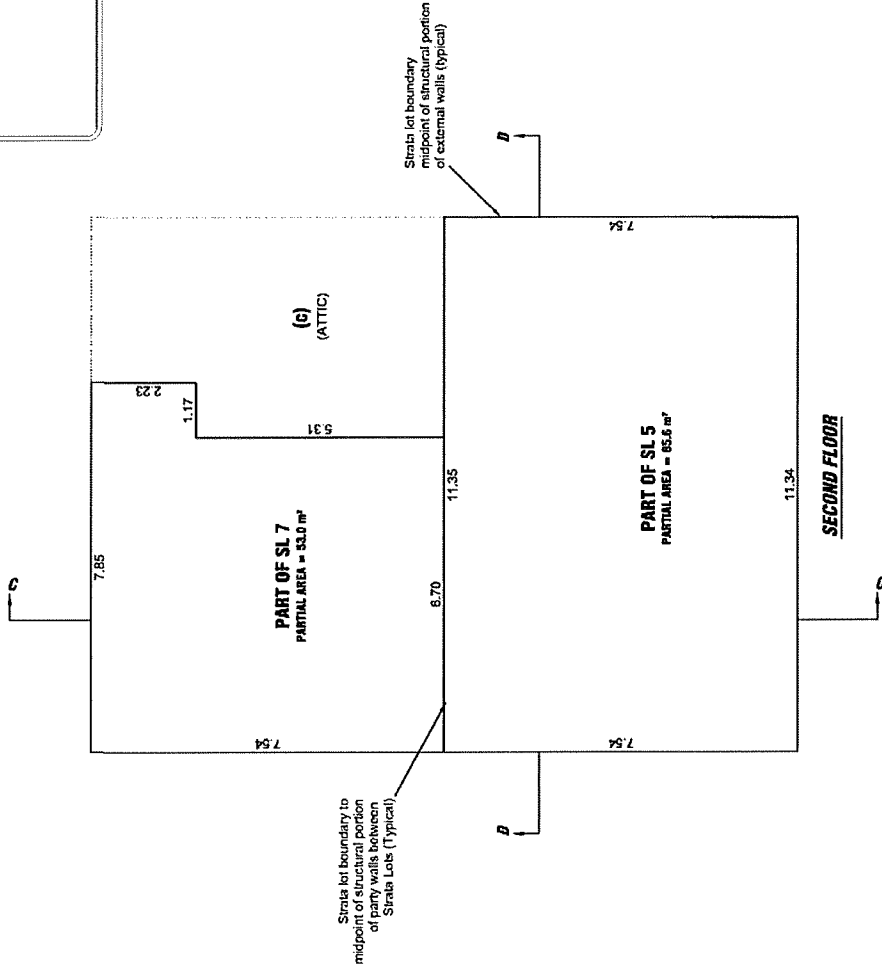
Surveyed : DRS/JDR

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS8541
(PHASE 2)**

Sheet 5 of 6



**BUILDING 3
(STRATA LOTS 5 TO 8)
CROSS SECTIONS**

BCGS : 82K.050



The intended plot size of this plan is
280 mm in width by 432 mm in height (B size)
when plotted at a scale of 1:100.

NOTES:

This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
All LCP patios, balconies and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

LEGEND:

SL denotes Strata Lot
(c) denotes Common Property
LCP denotes Limited Common Property
for the Exclusive Use of Designated Strata Lot

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH2.DWG

Date: January 30th, 2024

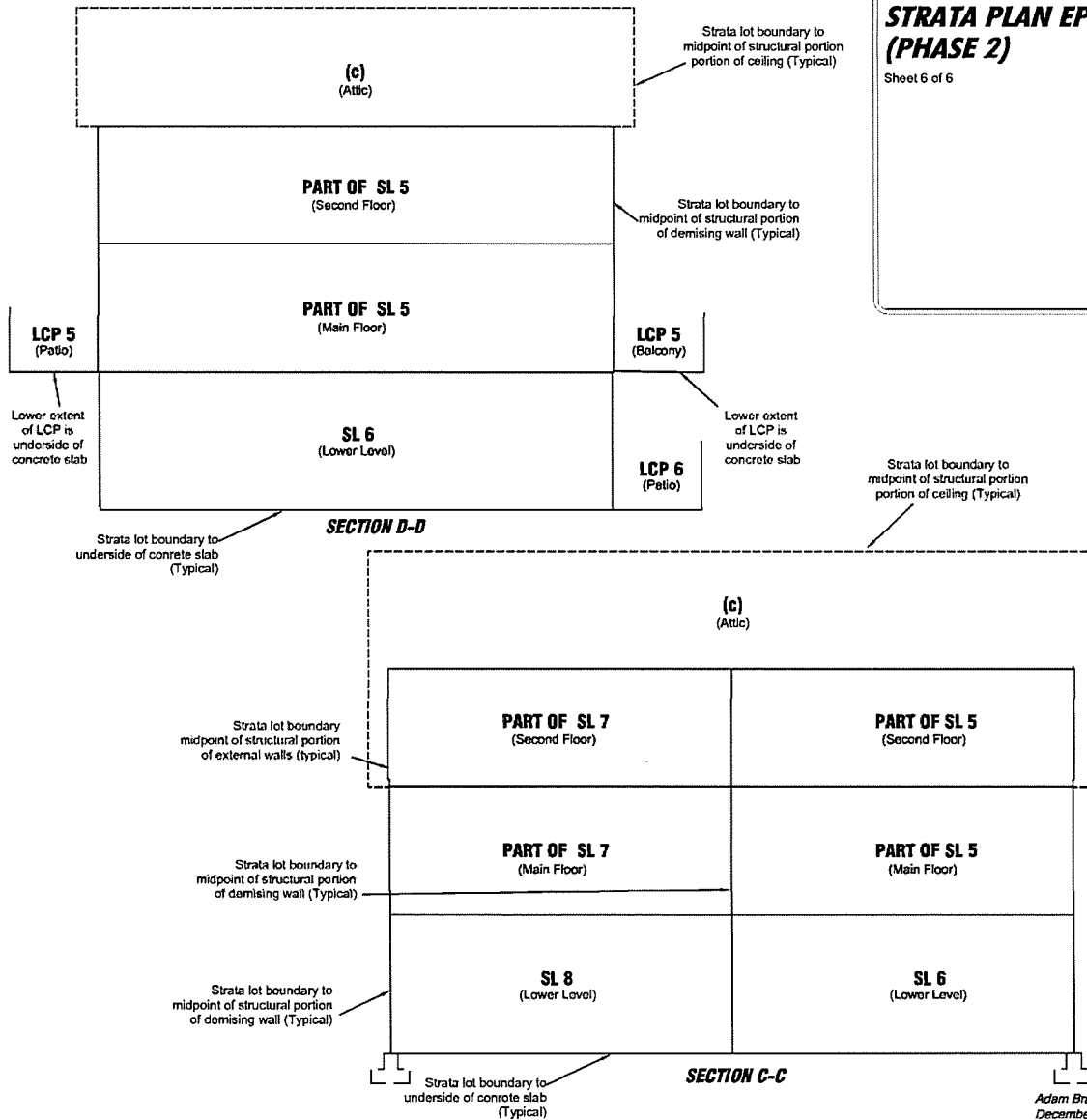
Surveyed : DRS/ JDR

Drawn: NDW/ VBK

Checked: EG/AB

**STRATA PLAN EPS8541
(PHASE 2)**

Sheet 6 of 6



Adam Brash, BCLS #795
December 20th, 2023

Alteration to Phase 2 Strata Plan EPS8541

**SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA**

PAGE 1 OF 5 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 JLF9RK	Digitally signed by Adam Brash JLF9RK Date: 2024.03.29 10:53:52 -06'00'
------------------------------------	--

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

Adam Brash

Global Raymac Land Surveying Ltd.

Box 459, 1022B 7th Avenue,

Invermere

BC V0A 1K0

abrash@grs.ca

1.403.710.9370

 Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **171-173-1233**Plan Number: **EPS8541**This original plan number assignment was done under Commission #: **795**

3. CERTIFICATION:

 Form 9 Explanatory Plan Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on:	2023	December	20	(YYYY/Month/DD)	The checklist was filed under ECR#:
The plan was completed and checked on:	2024	January	31	(YYYY/Month/DD)	278785

I am a British Columbia land surveyor and certify that the buildings included in this strata plan have not been previously occupied as of **2023** **March** **29** (YYYY/Month/DD) None Strata Form S

 None Strata Form U1 Strata Form U1/U2

I am a British Columbia land surveyor and certify that the buildings shown on this strata plan are within the external boundaries of the land that is the subject of the strata plan

Certification Date: **2024** **January** **31** (YYYY/Month/DD)Arterial Highway Remainder Parcel (Airspace) 4. ALTERATION: LTO Document Reference: **CB1159384**This is an alteration to a previous version of this plan identified by control number: **170-672-5908**

DESCRIPTION OF ALTERATION: SEE SCHEDULE

Updated sheets 4 through 6 with 4A, 5A and 6A. Second floor of Strata lots 5 & 7 revised floor configuration layout. Also updated LCP dimensions for Shed on Strata Lots 5 & 7.

**BUILDING 3
(STRATA LOTS 5 & 7)
MAIN FLOOR**

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, balconies and parking are defined as to height by the centre of the floor above of its extensions or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

Section arrows on this plan point in the direction of view.

LEGEND: SL denotes Strata Lot
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
(c) denotes Common Property
m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING LTD.

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PHZ R1.DWG

Date : March 26th, 2024

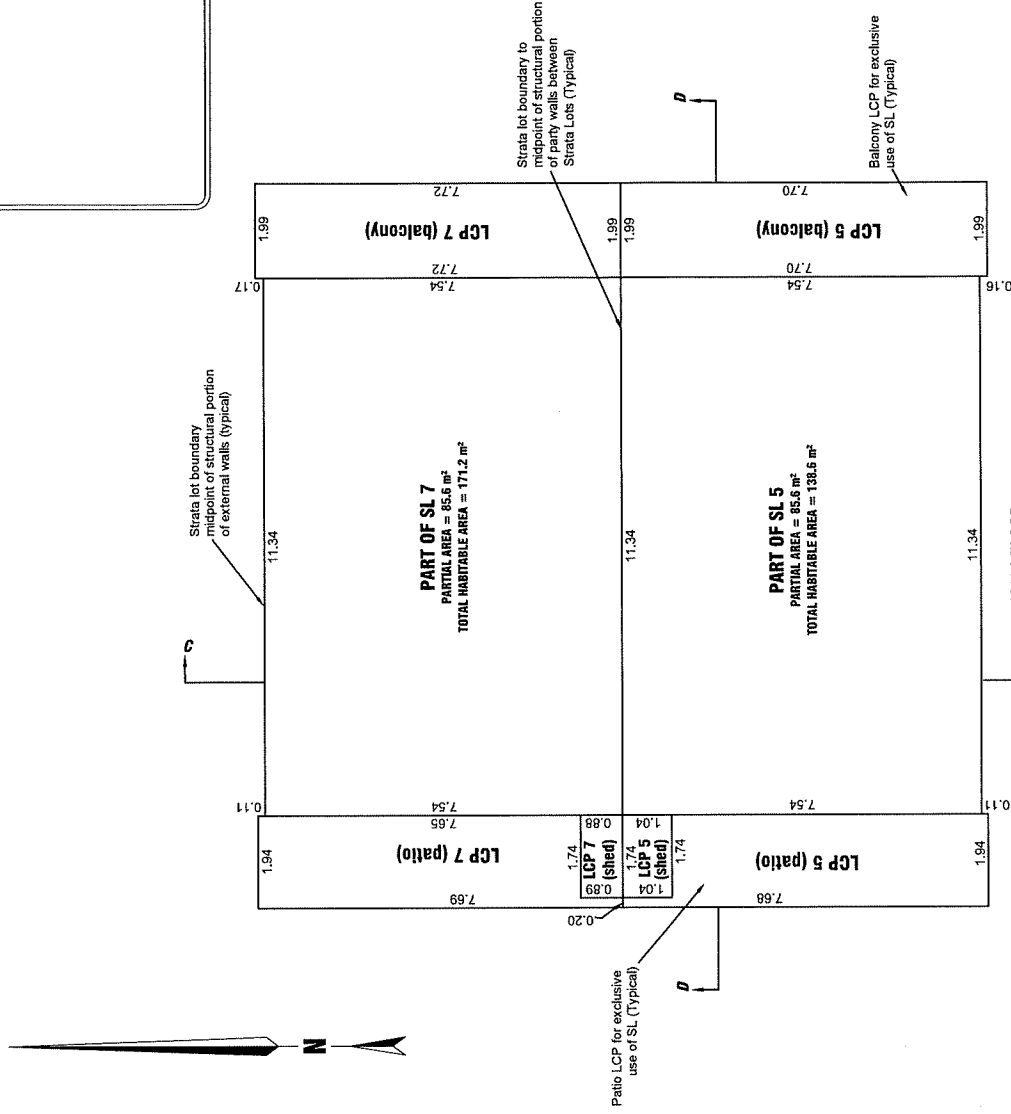
Surveyed : DRS/ JDR

Drawn : NDW/ VBK

Checked: EG/AB

**STRATA PLAN EPS8541
(PHASE 2)**

Sheet 4A of 6



Adam Brash, BCLS #795
December 20th, 2023

**BUILDING 3
(STRATA LOT 5 & 7)
SECOND FLOOR**

BCGS : 82K.050



The intended plot size of this plan is
280 mm in width by 432 mm in height (B size)
when plotted at a scale of 1:100.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, balconies and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

Section arrows on this plan point in the direction of view.

LEGEND:

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- LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
- (c) denotes Common Property
- m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING LTD.

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 221X0025

CAD FILE : 221X0025_ST1_PHZ_R1.DWG

Date: March 28th, 2024

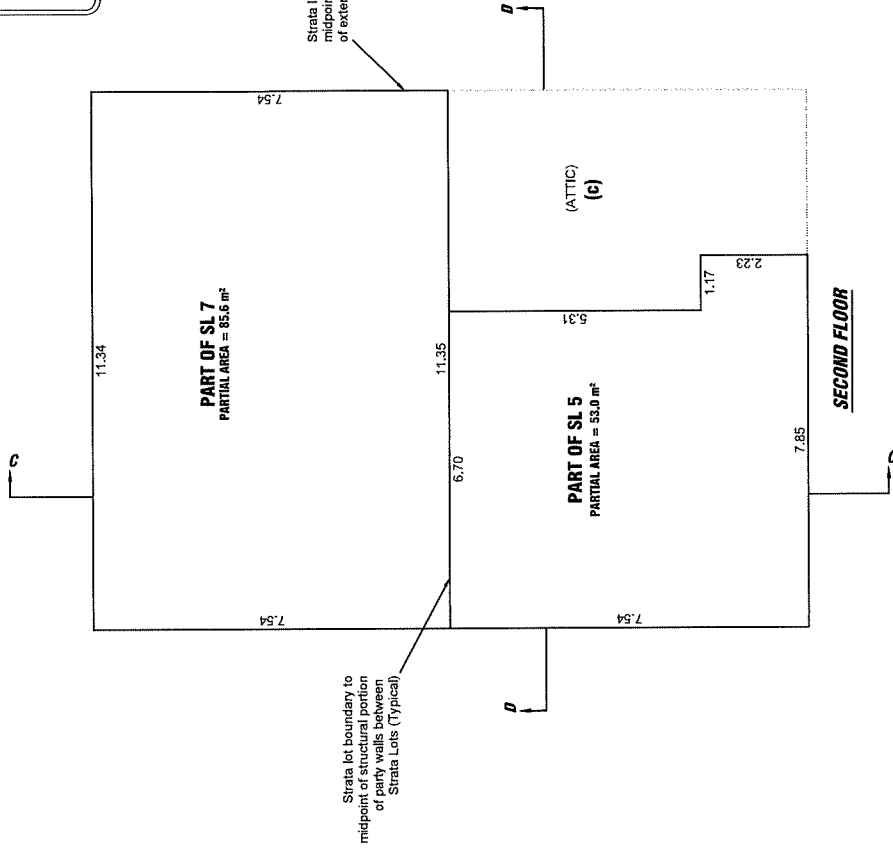
Surveyed : DRS/ JDR

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS8541
(PHASE 2)**

Sheet 5A of 6



Strata lot boundary midpoint of structural portion of exterior walls (typical)

Strata lot boundary to midpoint of structural portion of exterior walls (typical) Strata Lots (Typical)

**BUILDING 3
(STRATA LOTS 5 TO 8)
CROSS SECTIONS**

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:
This sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
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(c) denotes Common Property
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot

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Job No. : 22IX0025

CAD FILE : 22IX0025_STL_PH2_R1.DWG

Date: March 28th, 2024

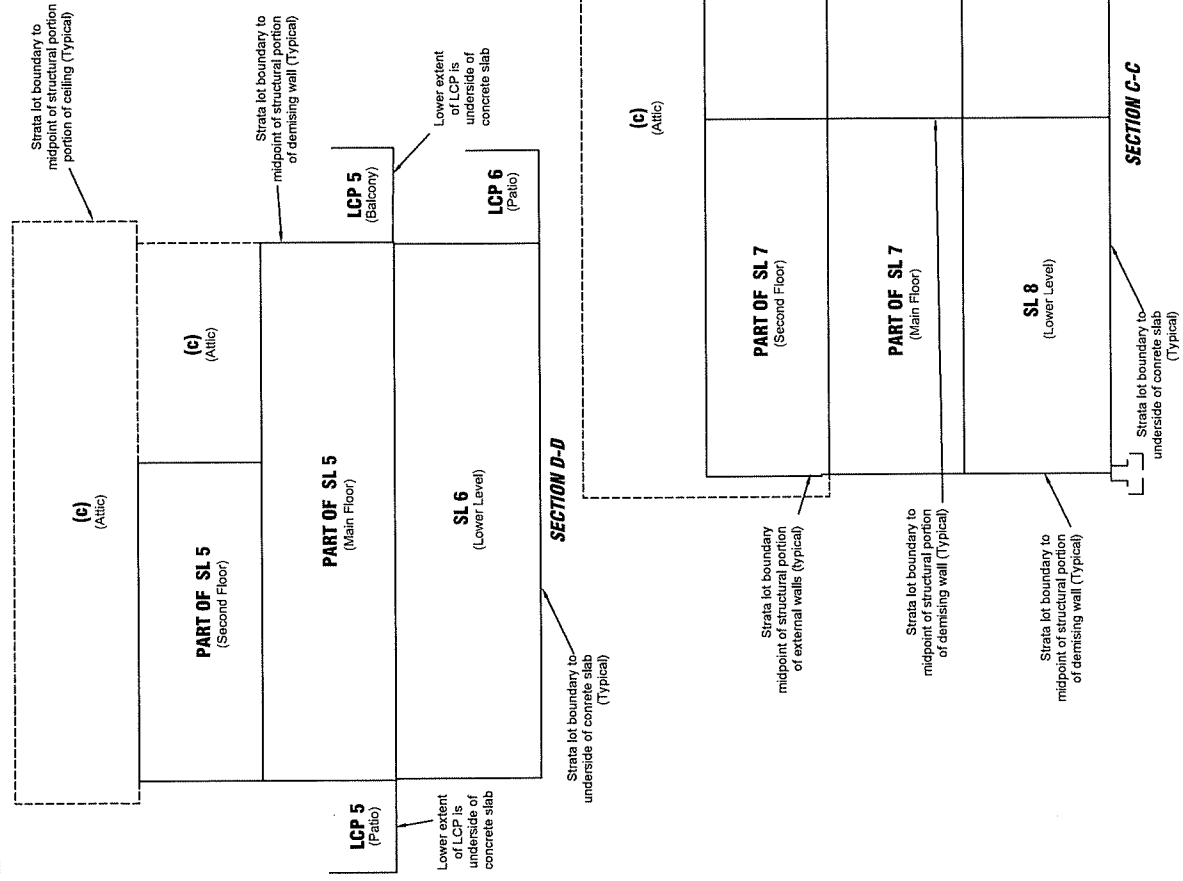
Surveyed : DRS/ JDR

Drawn: NDW/VBK

Checked: EG/AB

**STRATA PLAN EPS8541
(PHASE 2)**

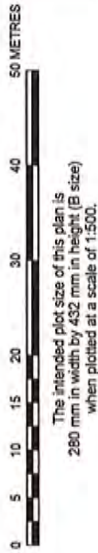
Sheet 6A of 6



Adam Brash, BCL S #795
December 20th, 2023

Proposed Phases 1-8 Strata Plans

**PROPOSED STRATA PLAN OF PART OF LOT A
DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN
EPP120443**
EAST KOOTENAY ASSESSMENT AUTHORITY
BCGS : 82K.050



This plan lies within the Regional District of East Kootenay

NOTES:

This Plan is Phase 1 of a 6 phase strata plan under the Section 224 Strata Plan Property Act lying within the Jurisdiction of the Approving Officer for the District of Invermere.

Distances are in metres and decimals thereof.

Grid Bearings are derived from differential dual frequency GNSS observations and are referred to Central Meridian of UTM Zone 11.

The UTM Coordinates and estimated absolute accuracy achieved are derived from GNSS Observations to the published coordinates of the Invermere Active Control Station Geodetic Control Monument 164418.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances multiply ground distances by the average combined factor of 0.999522. The average combined factor has been determined based on an ellipsoidal elevation of 873 metres (CGVD28 (HT2_0)).

All areas and building dimensions are from Architectural drawings supplied to Global Raymac Surveys on December 3rd, 2022.

21-070 Phase 1 Buildings 1-9 Site Data - Drafting View - OVERALL SITE PLAN 2022 Nov 28 OPT-3

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

The buildings included in this strata plan have not been previously occupied.

The buildings shown hereon are within external boundaries of the land that is subject to the strata plan.

All angles deflect by multiples of 45 or 90° unless otherwise indicated.

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22100025

CAD FILE : 220005_ST1_P11.DWG

Date : January 5th, 2023

Surveyed by : DRS

Drawn: NDW

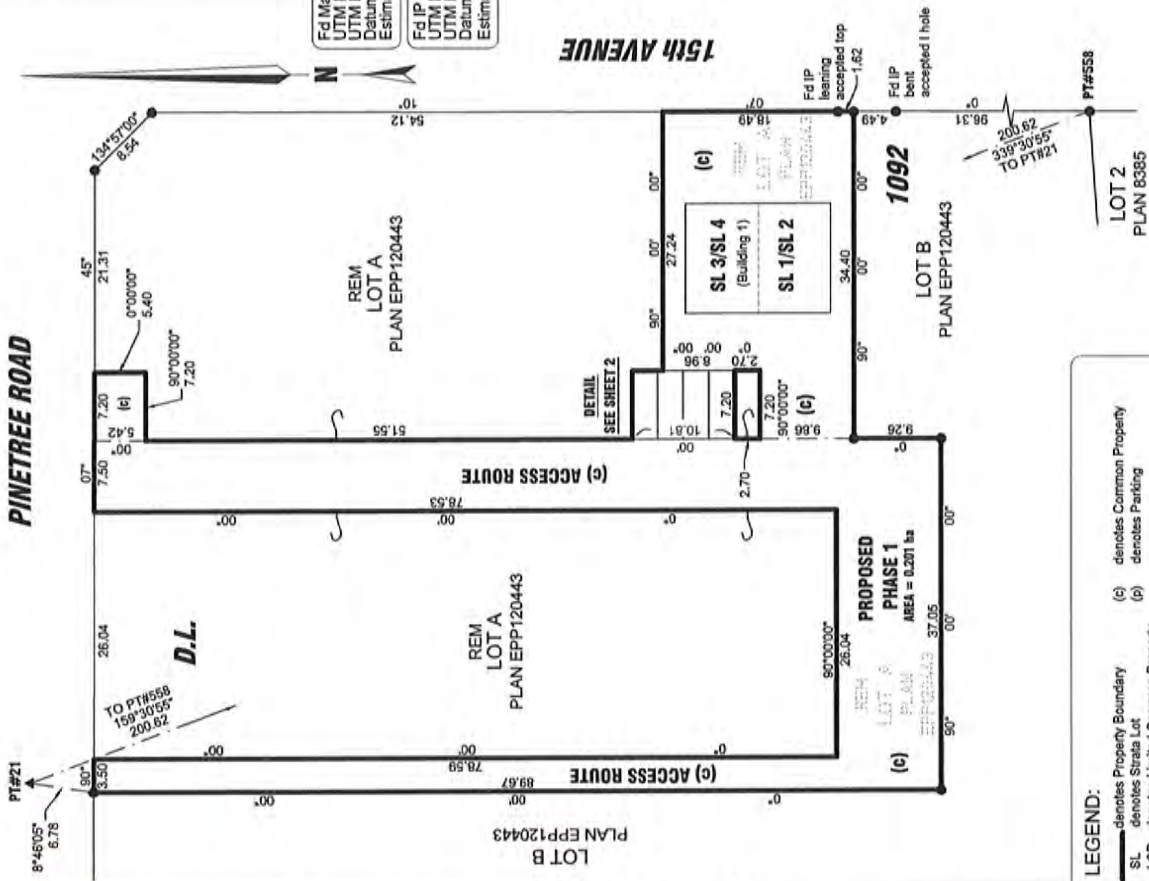
Checked: EG/AS

**STRATA PLAN EPS
(PHASE 1) PRELIMINARY**

Sheet 1 of 5

Fd Mag Nail PT#21
UTM Northing: 5594185.55
UTM Easting: 567911.05
Datum: NAD83(CSRS)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

Fd IP #558
UTM Northing: 5593997.71
UTM Easting: 567961.22
Datum: NAD83(CSRS)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.



LEGEND:

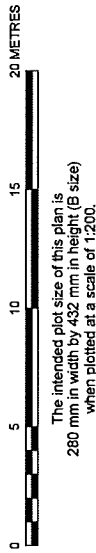
- denotes Property Boundary
- SL denotes Strata Lot
- LCP denotes Limited Common Property
- (c) denotes Common Property
- (p) denotes Parking

LOT 2
PLAN 8385

CIVIC ADDRESS:
2121 15th Avenue,
Invermere, BC

**DETAIL OF FOUNDATION FOR BUILDING 1
(STRATA LOTS 1 TO 4)**

BCGS : 82K.050



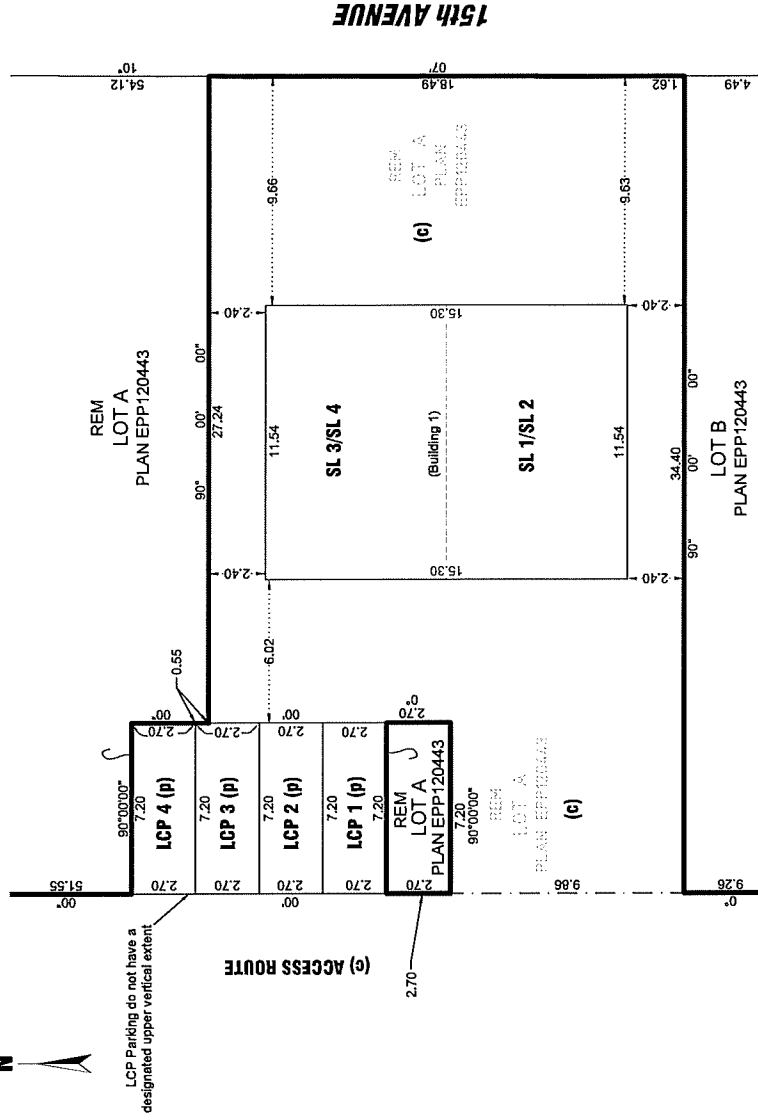
NOTES:
 LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
 All LCP patios and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
 Offsets to property lines are perpendicular thereto and are measured to the exterior face of the building foundation walls.

LEGEND:
 denotes Limited Common Property
 LCP for the Exclusive Use of Designated Strata Lot
 (c) denotes Common Property
 (p) denotes Parking

GLOBAL RAYMAC LAND SURVEYING LTD.
 1022B 7th Avenue, Invermere, BC V0A 1K0
 Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025
 CAD FILE: 22X0025_STI_PHL.DWG
 Date: January 5th, 2023
 Surveyed : DRS
 Drawn: NDW
 Checked: EG/AS

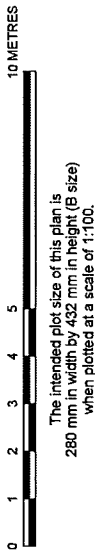
**STRATA PLAN EPS
(PHASE 1) PRELIMINARY**
 Sheet 2 of 5



Preliminary Plan Prepared
 January 5th, 2023

**BUILDING 1
(STRATA LOTS 2 & 4)
LOWER LEVEL**

BCGS : 82K.050



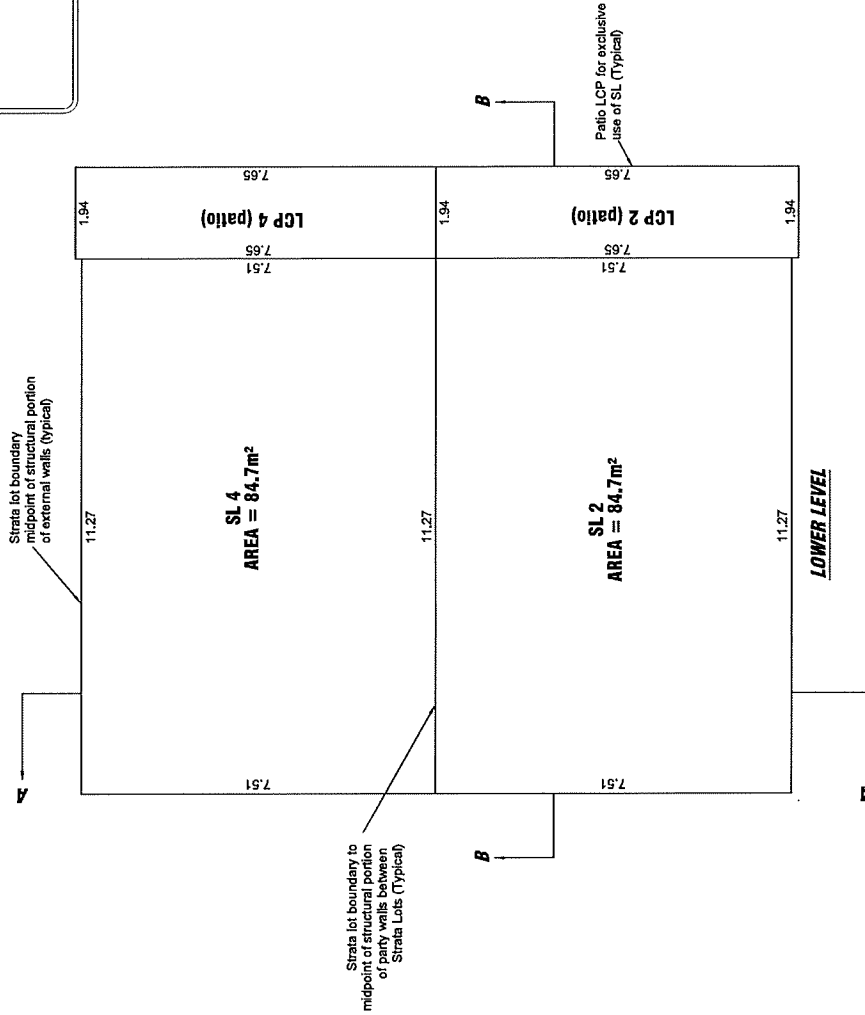
NOTES:
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section View arrows on this plan point in the direction of view.

LEGEND:
SL denotes Strata Lot
SL denotes Limited Common Property
LCP for the Exclusive Use of Designated Strata Lot
(e) denotes Common Property
m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING LTD.
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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025
CAD FILE: 22IX0025_ST1_P01.DWG
Date: January 5th, 2023
Surveyed : DRS
Drawn: NDW
Checked: EG/AB

**STRATA PLAN EPS
(PHASE 1) PRELIMINARY**
Sheet 3 of 5



Preliminary Plan Prepared
January 5th, 2023

BUILDING 1
(STRATA LOTS 1 & 3)
MAIN FLOOR

BCGS : 82K 050



The intended plot size of this plan is
280 mm in width by 432 mm in height (B size)
when plotted at a scale of 1:100.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

Section View arrows on this plan point in the direction of view.

LEGEND:

- SL denotes Strata Lot
- LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
- (e) denotes Common Property
- m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING LTD.

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22X0025_ST1_PFI.DWG

Date: January 5th, 2023

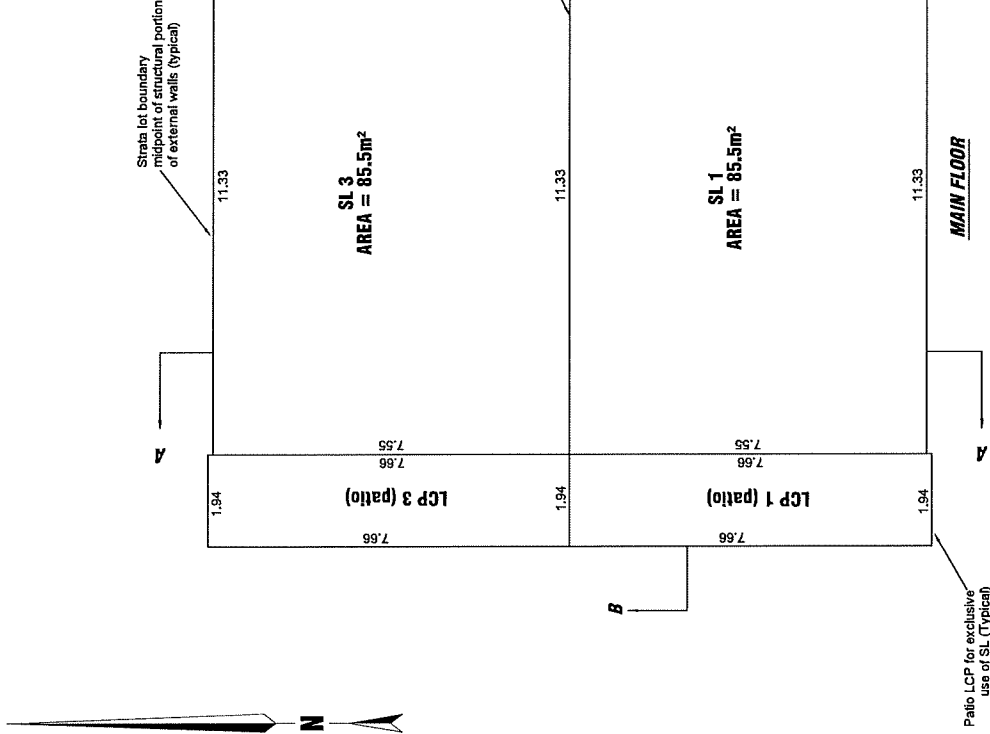
Surveyed: DRS

Drawn: NDW

Checked: EG/AS

STRATA PLAN EPS
(PHASE 1) PRELIMINARY

Sheet 4 of 5



Preliminary Plan Prepared
January 5th, 2023

**BUILDING 1
(STRATA LOTS 1 TO 4)
CROSS SECTIONS**

BCGS : 82K.050



The intended plot size of this plan is
280 mm in width by 432 mm in height (B size)
when plotted at a scale of 1:100.

NOTES:
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls
and the midpoint between the structural portions of party walls between Strata Lots.

LEGEND:

SL denotes Strata Lot
(c) denotes Common Property

GLOBAL RAYMAC LAND SURVEYING LTD.
1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22X0025_ST1_PHL.DWG

Date: January 5th, 2023

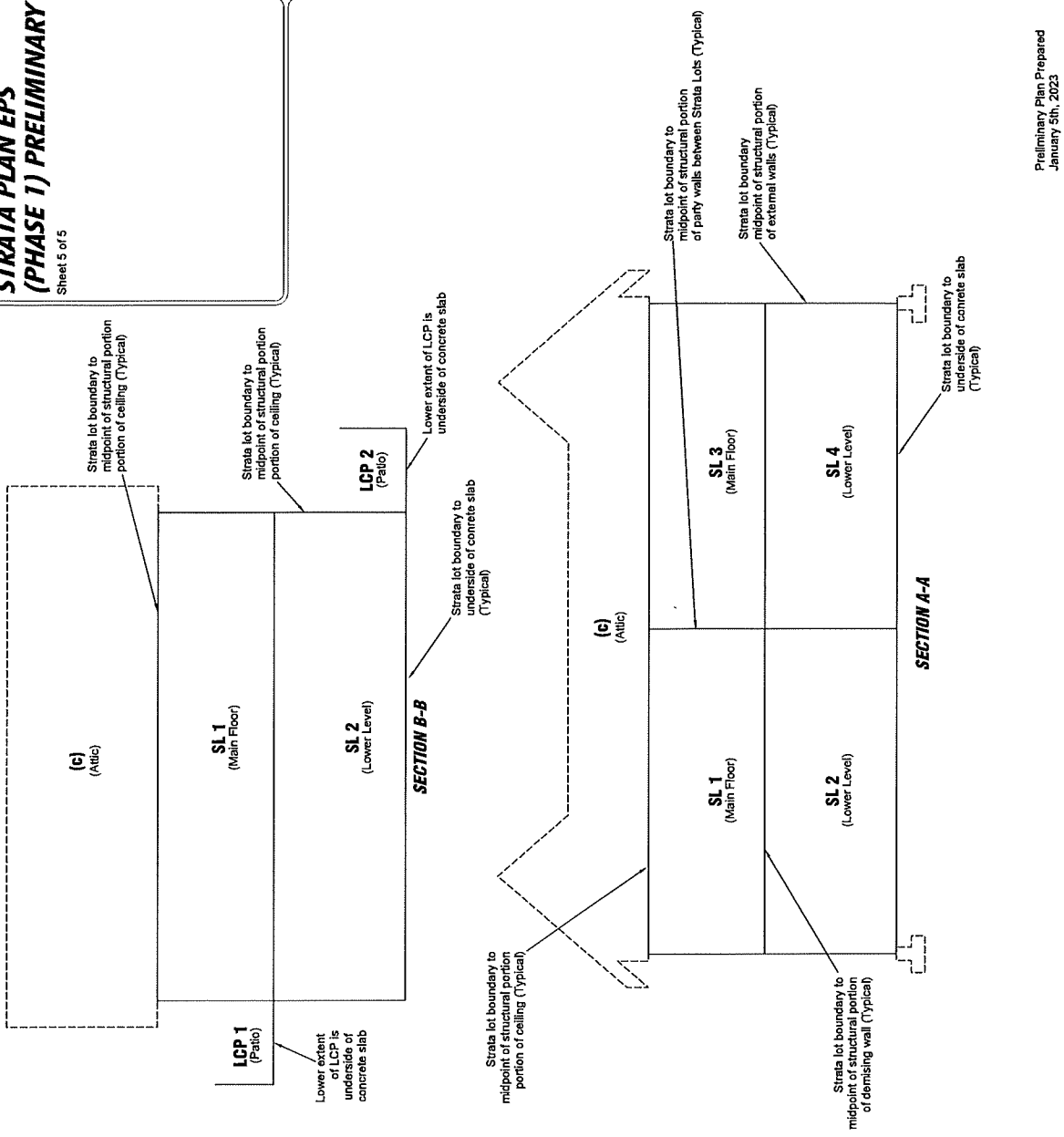
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 1) PRELIMINARY**

Sheet 5 of 5



Preliminary Plan Prepared
January 5th, 2023

**PROPOSED STRATA PLAN OF PART OF LOT A
DISTRICT LOT 1092 KOOTENAY DISTRICT
PLAN EPP120443**

EAST KOOTENAY ASSESSMENT AUTHORITY
BCGS : 82K 050



The intended plot size of this plan is
280 mm in width by 432 mm in height (B size)
when plotted at a scale of 1:500.

This plan lies within the Regional District of East Kootenay

NOTES:

This Plan is Phase 2 of a 8 phase strata plan under the Section 224 Strata Plan Property Act lying within the Jurisdiction of the Approving Officer for the District of Invermere.

Distances are in metres and decimals thereof.

Grid Bearings are derived from differential dual frequency GNSS observations and are referred to Central Meridian of UTM Zone 11.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances multiply ground distances by the average combined factor of 0.999522. The average combined factor has been determined based on an ellipsoidal elevation of 873 metres (CSV028 (HT2_D)).

All areas and building dimensions are from Architectural drawings supplied to Global Raymac Surveys on December 31st, 2022.

21-070 Phase 1 Buildings 1-9 Site Data - Drafting View - OVERALL SITE PLAN 2022 Nov 28 OPT-3
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surfaces.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

The buildings included in this strata plan have not been previously occupied.

The buildings shown hereon are within external boundaries of the land that is subject to the strata plan.

All angles deflected by multiples of 45° or 90° unless otherwise indicated.

GLOBAL RAYMAC LAND SURVEYING LTD.

1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_Phd.DWG

Date: January 5th, 2023

Surveyed : DBS

Drawn: NDW

Checked: EG/AB

CIVIC ADDRESS:
2121 15th Avenue,
Invermere, BC

**STRATA PLAN EPS
(PHASE 2) PRELIMINARY**

Sheet 1 of 6

PINETREE ROAD

PT#21

8°46'05"

6.78

90°

3.50

TO PT#558

158°30'55"

200.62

90°

26.04

07°

7.50

7.22

5.40

3.54

45°

21.28

134°19'00"

8.54

34.01

15th AVENUE

20.11

18.49

1.62

1.49

96.31

200.62

339°30'55"

TO PT#21

PT#558

LOT 2

PLAN 8385

90°

37.05

90°

9.28

34.40

90°00'00"

1092

LOT B

PLAN EPP120443

90°

10.81

9.28

90°

5.40

7.20

90°00'00"

10.81

7.20

90°00'00"

10.81

7.20

90°00'00"

10.81

7.20

90°00'00"

10.81

7.20

90°00'00"

10.81

7.20

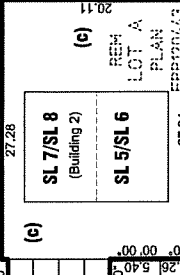
90°00'00"

Fd Mag Nail PT#21
UTM Northing: 5594185.55
UTM Easting: 567911.05
Datum: NAD83(CRS)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

Fd IP #558
UTM Northing: 5593997.71
UTM Easting: 567981.22
Datum: NAD83(CRS)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

PROPOSED PHASE 2
AREA = 625.3m²

DETAIL
SEE SHEET 2



REM LOT A
PLAN EPP120443

STRATA PLAN EPS
PHASE 1

REM LOT A
PLAN EPP120443

STRATA PLAN EPS
PHASE 1

REM LOT A
PLAN EPP120443

STRATA PLAN EPS
PHASE 1

REM LOT A
PLAN EPP120443

STRATA PLAN EPS
PHASE 1

REM LOT A
PLAN EPP120443

LEGEND:
● denotes Standard Iron Post Found (c) denotes Common Property
— denotes Property Boundary (p) denotes Parking
SL denotes Strata Lot
LCP denotes Limited Common Property

DETAIL OF FOUNDATION FOR BUILDING 1 (STRATA LOTS 5 TO 8)

BCGS : 82K 050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:200.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
 All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
 Offsets to property lines are perpendicular thereto and are measured to the exterior face of the building foundation walls.

LEGEND:

denotes Limited Common Property
 LCP for the Exclusive Use of Designated Strata Lot (p) denotes Parking
 (c) denotes Common Property

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1022B 7th Avenue, Invermere, BC V0A 1K0
 Ph: 250.409.5157 www.globalraymac.ca

Job No.: 221X0025

CAD FILE: 22X0025_ST1_P142.DWG

Date: January 5th, 2023

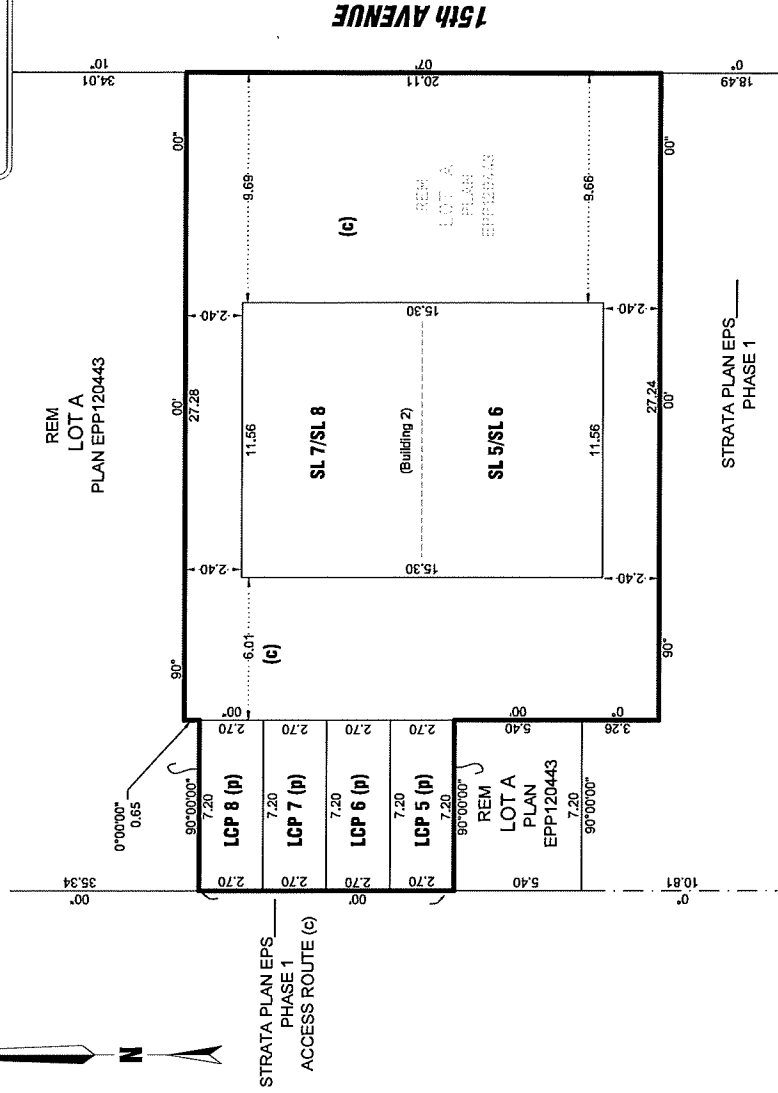
Surveyed by: DRS

Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS (PHASE 2) PRELIMINARY

Sheet 2 of 6



Preliminary Plan Prepared
 January 5th, 2023

**BUILDING 2
(STRATA LOTS 6 & 8)
LOWER LEVEL**

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:200.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

Section arrows on this plan point in the direction of view.

LEGEND: SL denotes Strata Lot
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
(c) denotes Common Property
m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING LTD.

1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAO FILE: 220005_ST1_P42.DWG

Date: January 5th, 2023

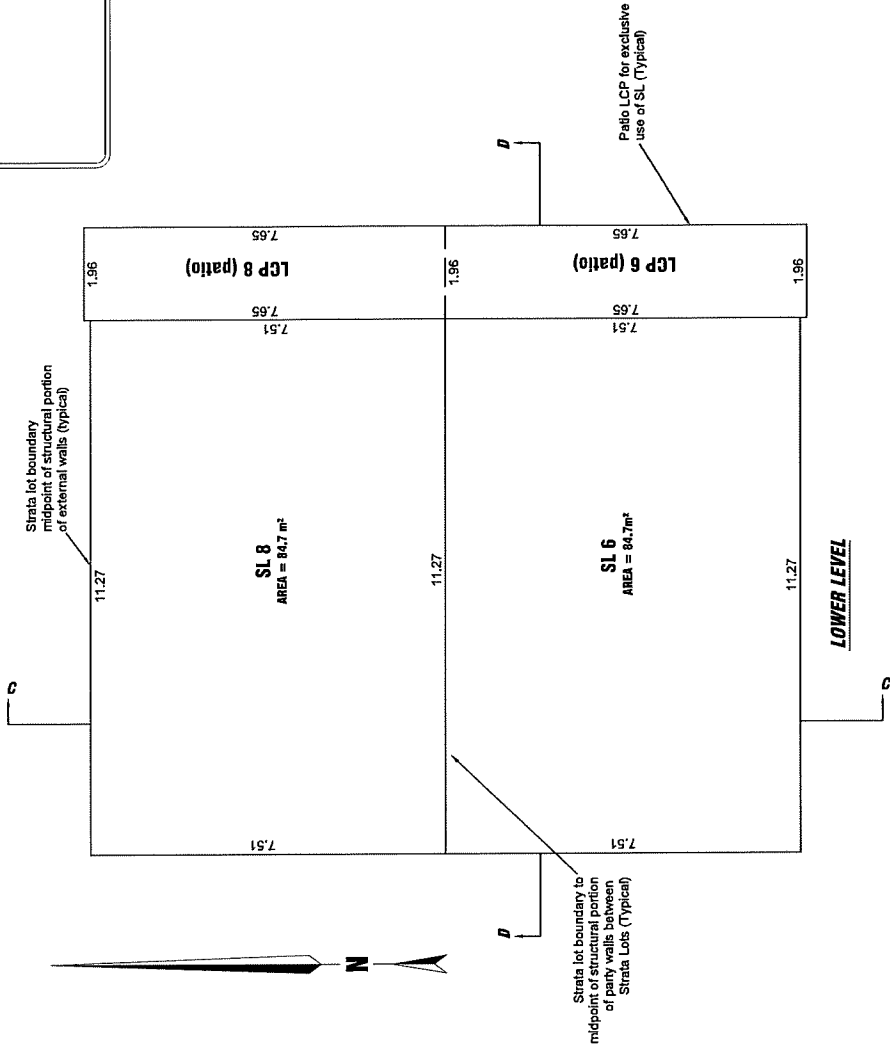
Surveyed: DRS

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 2) PRELIMINARY**

Sheet 3 of 6



**BUILDING 2
(STRATA LOTS 5 & 7)**
MAIN FLOOR

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

Section arrows on this plan point in the direction of view.

LEGEND: SL denotes Strata Lot
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
(c) denotes Common Property
m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING LTD.
1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PHD.DWG

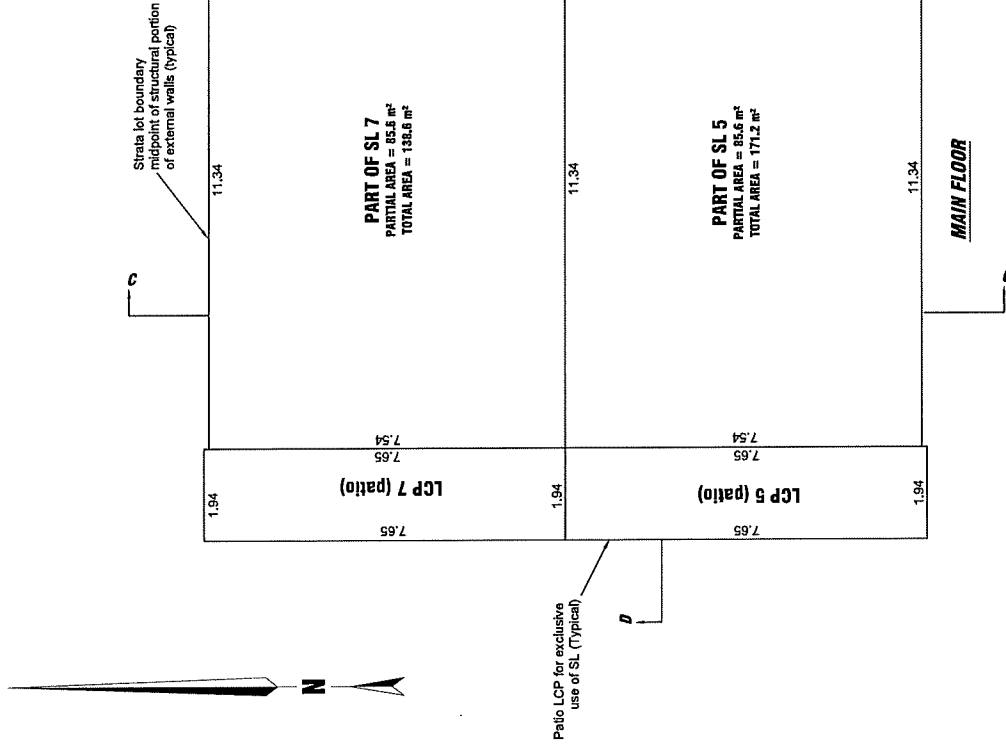
Date: January 5th, 2023

Surveyed: DRS

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 2) PRELIMINARY**
Sheet 4 of 6



**BUILDING 2
(STRATA LOT 5 & 7)
SECOND FLOOR**

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

LEGEND:

- SL denotes Strata Lot
- LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
- (c) denotes Common Property
- m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING LTD.

1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 220X0025

CAD FILE : 220X0025_ST1_P42.DWG

Date: January 5th, 2023

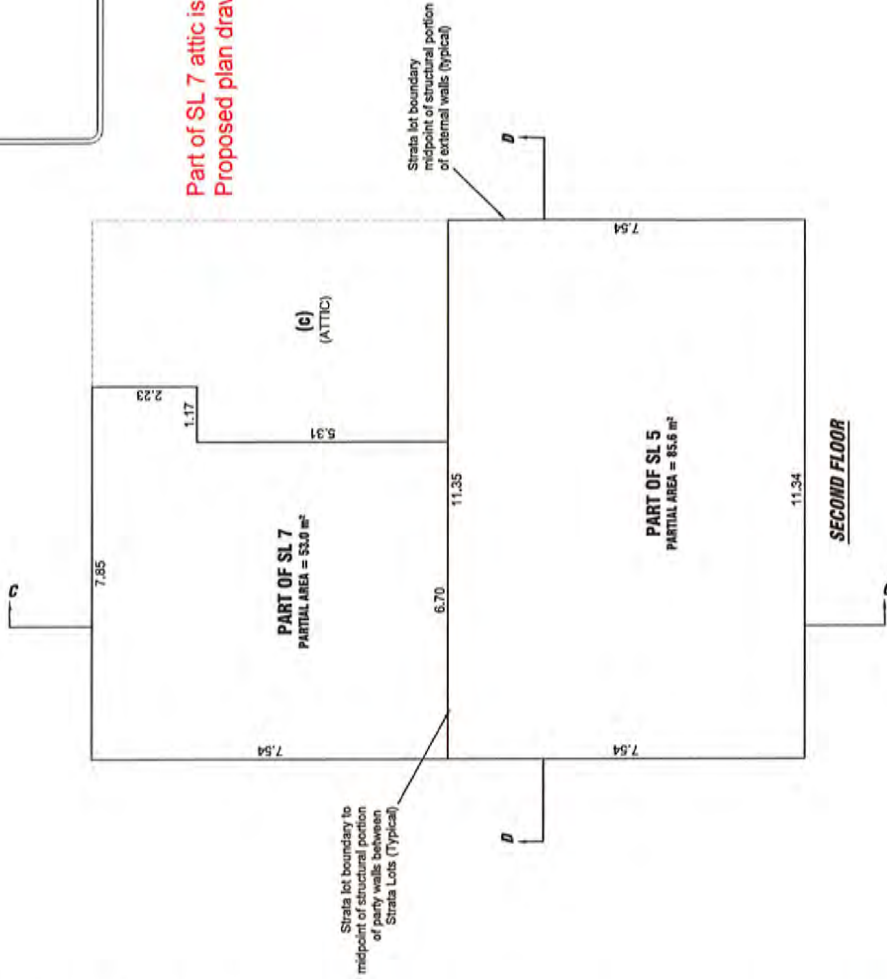
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 2) PRELIMINARY**

Sheet 5 of 6



Part of SL 7 attic is reversed.
Proposed plan drawing is incorrect

Strata lot boundary to midpoint of external portion of party walls between Strata Lots (Typical)

Strata lot boundary midpoint of structural portion of external walls (Typical)

**BUILDING 2
(STRATA LOTS 5 TO 8)
CROSS SECTIONS**

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

LEGEND:

SL denotes Strata Lot
(c) denotes Common Property

GLOBAL RAYMAC LAND SURVEYING LTD.
1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22X0025_ST1_Phd.DWG

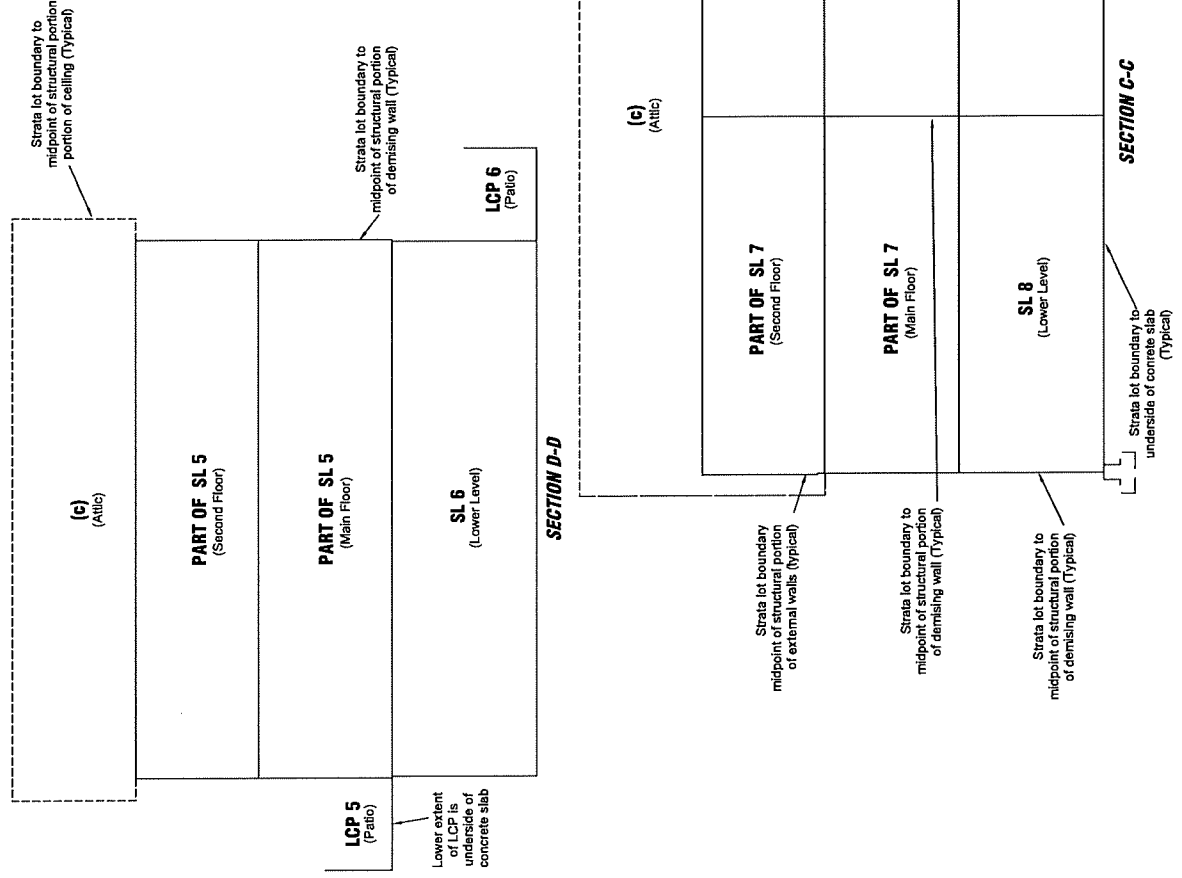
Date: January 5th, 2023

Surveyed : DRS

Drawn: NDW

Checked: EG/AS

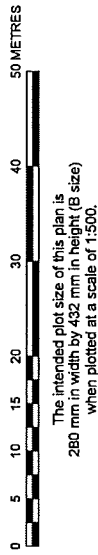
**STRATA PLAN EPS
(PHASE 2) PRELIMINARY**
Sheet 6 of 6



Preliminary Plan Prepared
January 5th, 2023

**PROPOSED STRATA PLAN OF PART OF LOT A
DISTRICT LOT 1092 KOOTENAY DISTRICT
PLAN EPP120443**

EAST KOOTENAY ASSESSMENT AUTHORITY
BCGS : 82K 050



This plan lies within the Regional District of East Kootenay

NOTES:

This Plan is Phase 3 of a 8 phase strata plan under the Section 224 Strata Plan Property Act lying within the Jurisdiction of the Approving Officer for the District of Invermere.

Distances are in metres and decimals thereof.
Grid Bearings are derived from differential dual frequency GNSS observations and are referred to Central Meridian of UTM Zone 11.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances multiply ground distances by the average combined factor of 0.999522. The average combined factor has been determined based on an ellipsoidal elevation of 873 metres (CGVD28 (HT2_0)).

All areas and building dimensions are from Architectural drawings supplied to Global Raymac Surveys on December 3rd, 2022.
21-070 Phase 1 Buildings 1-9 Site Data - Drafting View - OVERALL SITE PLAN 2022 Nov 28 OPT-3

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

The buildings included in this strata plan have not been previously occupied.

The buildings shown hereon are within external boundaries of the land that is subject to the strata plan.

All angles deflected by multiples of 45° or 90° unless otherwise indicated.

GLOBAL RAYMAC LAND SURVEYING LTD.

1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 221X0025

CAD FILE: 2201005_ST1_PHL.DWG

Date: March 21st, 2023

Surveyed by: DRS

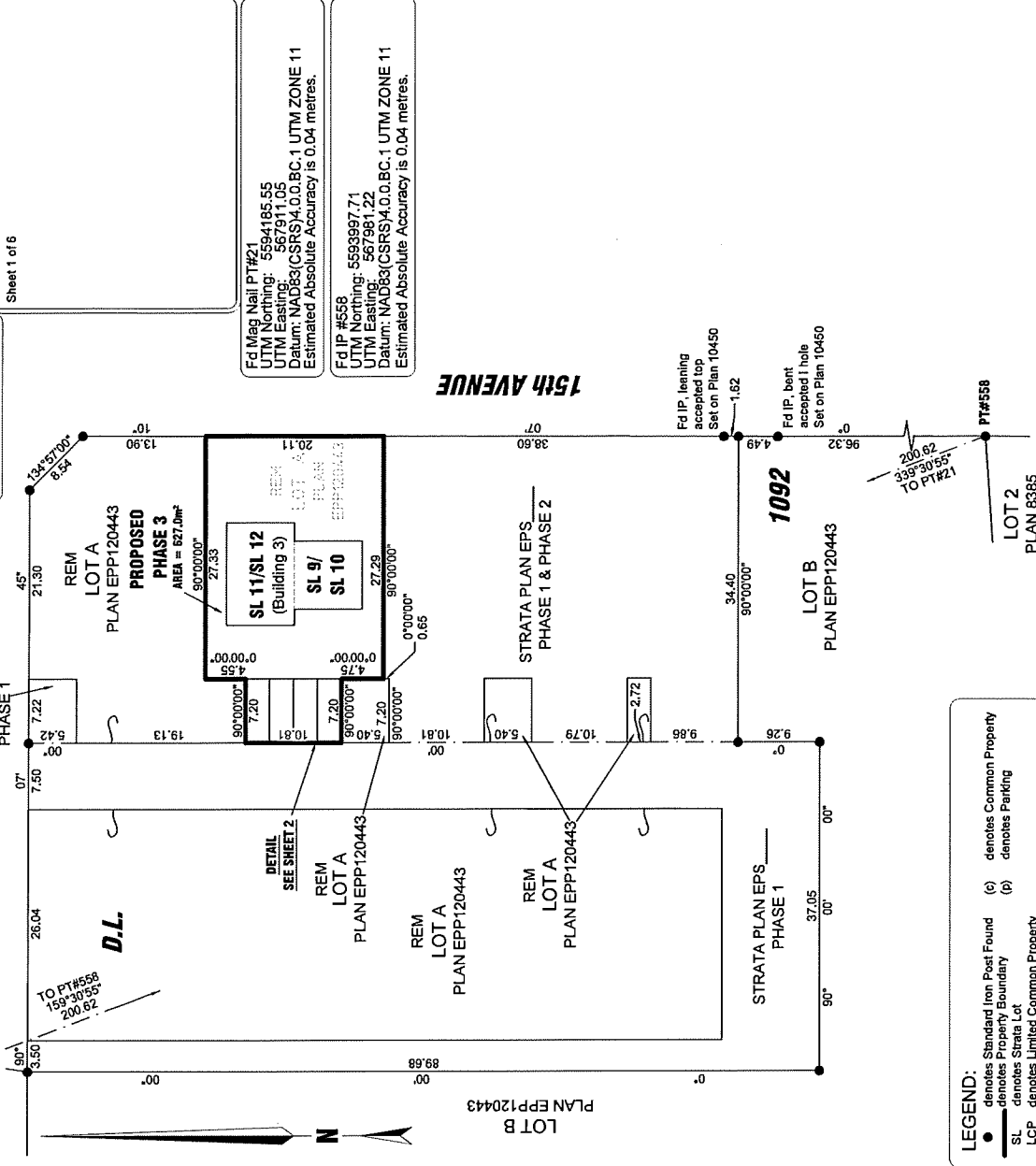
Drawn: NDW

Checked: EG/AB

PINETREE ROAD
STRATA PLAN EPS
PHASE 1

CIVIC ADDRESS:
2121 15th Avenue,
Invermere, BC

**STRATA PLAN EPS
(PHASE 3) PRELIMINARY**
Sheet 1 of 6



Fd Mag Nail PT#21
UTM Northing: 5594185.55
UTM Easting: 567911.05
Datum: NAD83(CRS)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

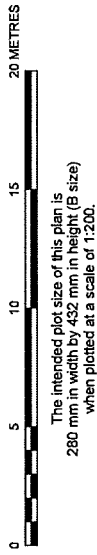
Fd IP #558
UTM Northing: 5593997.71
UTM Easting: 567981.22
Datum: NAD83(CRS)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

LEGEND:
● denotes Standard Iron Post Found (c) denotes Common Property
— denotes Property Boundary (p) denotes Parking
SL denotes Strata Lot
LCP denotes Limited Common Property

**STRATA PLAN EPS
(PHASE 3) PRELIMINARY**
Sheet 2 of 6

**DETAIL OF FOUNDATION FOR BUILDING 3
(STRATA LOTS 9 TO 12)**

BCGS : 82K.050



NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
Offsets to property lines are perpendicular thereto and are measured to the exterior face of the building foundation walls.

LEGEND:

denotes Limited Common Property
LCP for the Exclusive Use of Designated Strata Lot (p) denotes Parking
(c) denotes Common Property

GLOBAL RAYMAC LAND SURVEYING LTD.

10228 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 221X0025

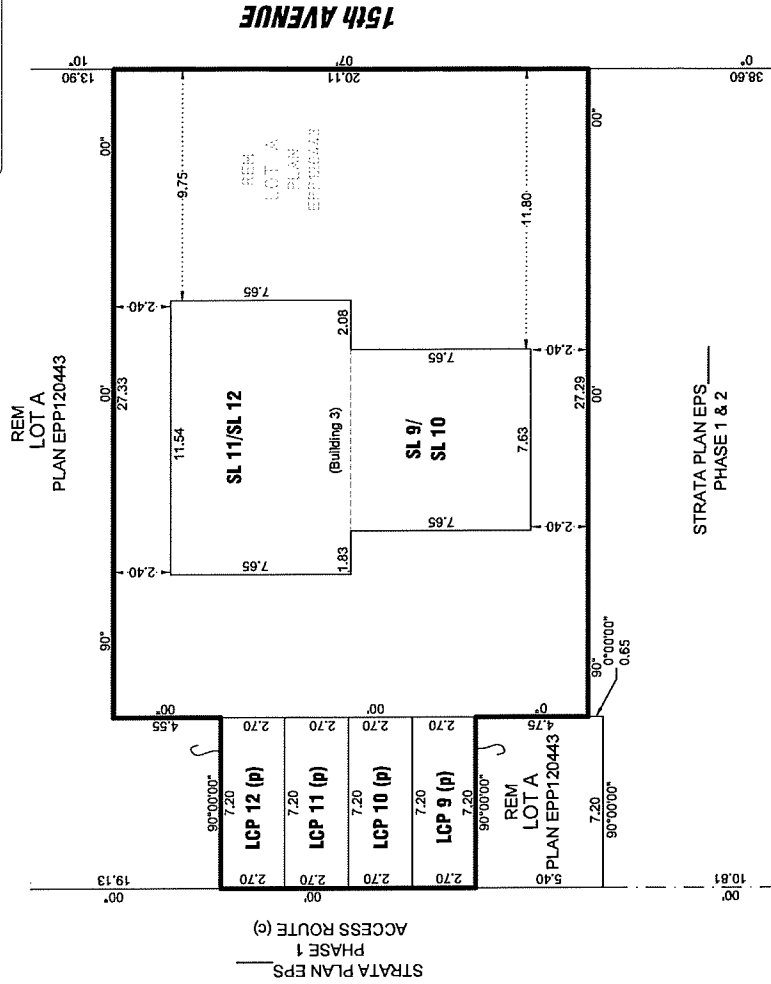
CAD FILE: 22X0025_ST1_PHL.DWG

Date: March 21st, 2023

Surveyed by: DBS

Drawn: NDW

Checked: EG/AB



Preliminary Plan Prepared
March 21st, 2023

**BUILDING 3
(STRATA LOTS 10 & 12)
LOWER LEVEL**

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

LEGEND:

- SL denotes Strata Lot
- LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
- (c) denotes Common Property
- m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING LTD.

1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE : 22IX0025_ST1_PHD.DWG

Date: March 21st, 2023

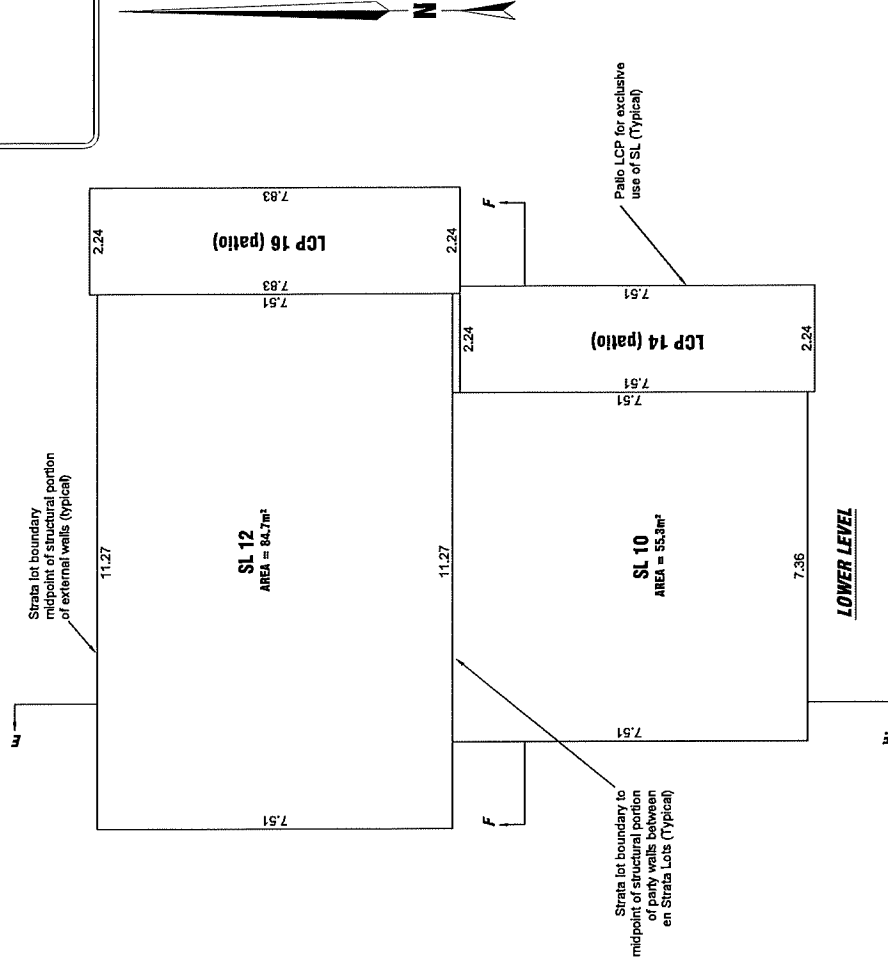
Surveyed by: DRS

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 3) PRELIMINARY**

Sheet 3 of 6



Preliminary Plan Prepared
March 21st, 2023

**BUILDING 3
(STRATA LOTS 9 & 11)**
MAIN FLOOR

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

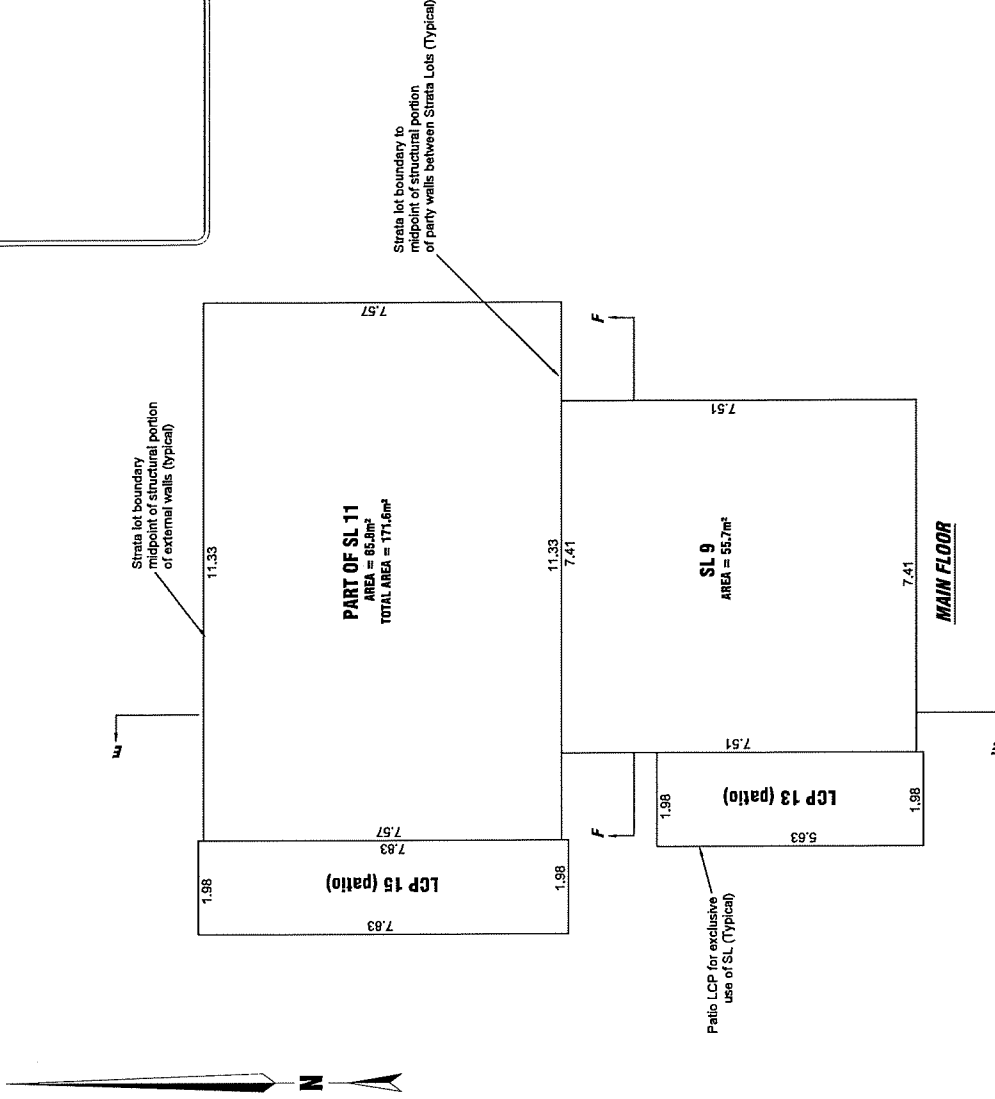
NOTES:
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

LEGEND: SL denotes Strata Lot
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
(c) denotes Common Property
mt denotes meters squared

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Job No. : 22IX0025
CAD FILE: 22IX0025_ST1_Phd.DWG
Date: March 21st, 2023
Surveyed : DRS
Drawn: NDW
Checked: EG/AB

**STRATA PLAN EPS
(PHASE 3) PRELIMINARY**
Sheet 4 of 6



**BUILDING 3
(STRATA LOT 11)
SECOND FLOOR**

BCGS : 82K.050



The intended plot size of this plan is
280 mm in width by 432 mm in height (B size)
when plotted at a scale of 1:100.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

LEGEND:

SL denotes Strata Lot
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
(c) denotes Common Property
m² denotes meters squared

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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PHLDWG

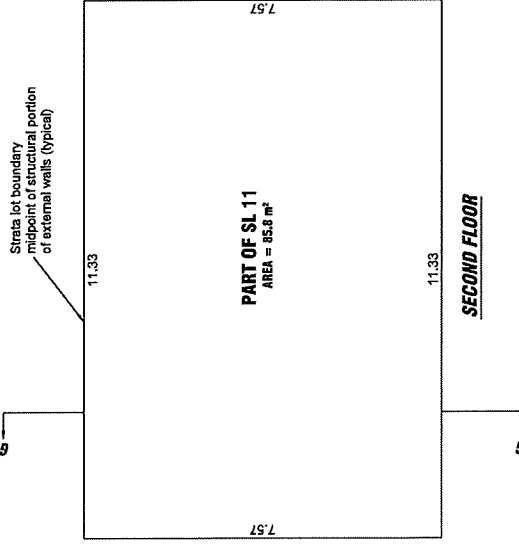
Date: March 21st, 2023

Surveyed : DRS

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 3) PRELIMINARY**
Sheet 5 of 6



**BUILDING 3
(STRATA LOTS 9 TO 12)
CROSS SECTIONS**

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

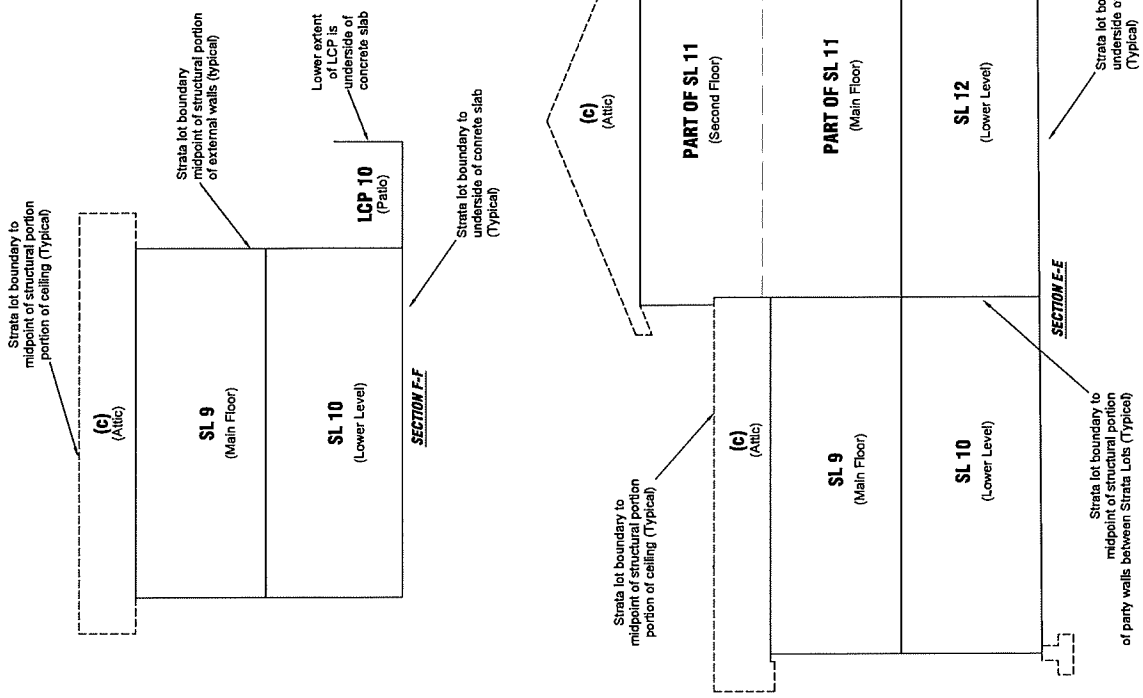
NOTES:
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

LEGEND:
SL denotes Strata Lot
(c) denotes Common Property

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Job No. : 22IX0025	Checked: EG/AB
CAD FILE: 22X0025_ST1_PHS.DWG	Drawn: NDW
Date: March 21st, 2023	Surveyed: DRS

**STRATA PLAN EPS
(PHASE 3) PRELIMINARY**
Sheet 6 of 6



Preliminary Plan Prepared
March 21st, 2023

DETAIL OF FOUNDATION FOR BUILDING 4 (STRATA LOTS 13 TO 16)

BCGS : 82K.050



NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP walls, doors and openings are defined as to height by the centre of the floor above or its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
Offsets to property lines are perpendicular (Revised) and are evaluated in the exterior face of the building foundation walls.

LEGEND:

denotes Limited Common Property
LCP for the Exclusive Use of Designated Strata Lot (p) denotes Parking
(d) denotes Common Property

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Job No: 22100025

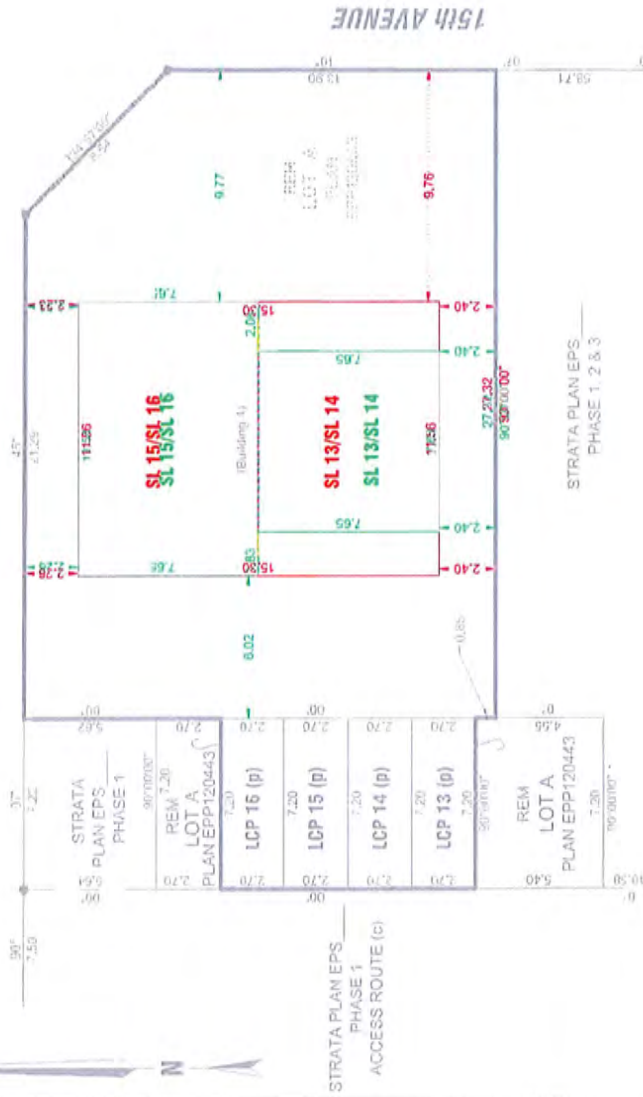
CAD FILE: 221002_STL_Pkg.dwg

Date: **Monday, 5th, 2025**

Submitted: DRS | Drawn: TDV | Checked: EGAR

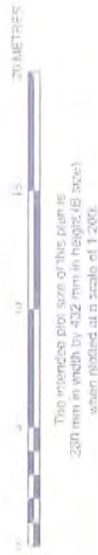
**STRATA PLAN EPS
(PHASE 4) PRELIMINARY**
Sheet 2 of 5

PINETREE ROAD



**BUILDING 4
(STRATA LOTS 14 AND 16)
LOWER LEVEL**

BCGS : 82K.050



NOTES:
 LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
 All LCP areas, decks and parking are defined as to height by the centre of the floor above or its extension; or where there is no floor above, by the average height of a strata lot within the same building unit(s) otherwise indicated.
 This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
 Section arrows on this plan point in the direction of view.

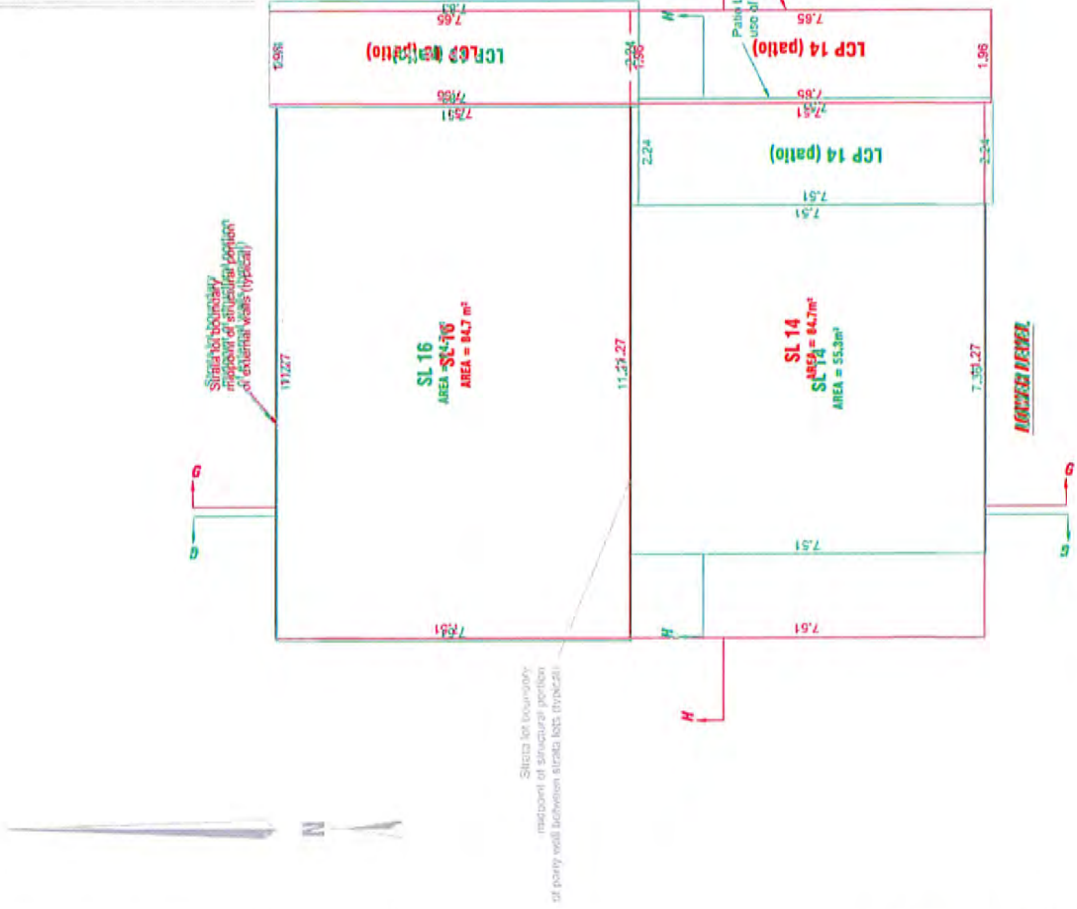
LEGEND: SL denotes Strata Lot
 LCP denotes Limited Common Property
 (E) denotes Exclusive Use of Designated Strata Lot
 (P) denotes Common Property
 m² denotes meters squared

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 Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22100025
 CAD FILE : 2210025_STL_P44.DWG
 Drawn: **Mandi Fitch**, 2023
 Surveyed: DRS
 Drawn: RDN
 Created: EDWB

**STRATA PLAN EPS
(PHASE 4) PRELIMINARY**

Sheet 3 of 6



BUILDING 4
(STRATA LOTS 13 AND 15)
 MAIN FLOOR

BCGS : 82K.050



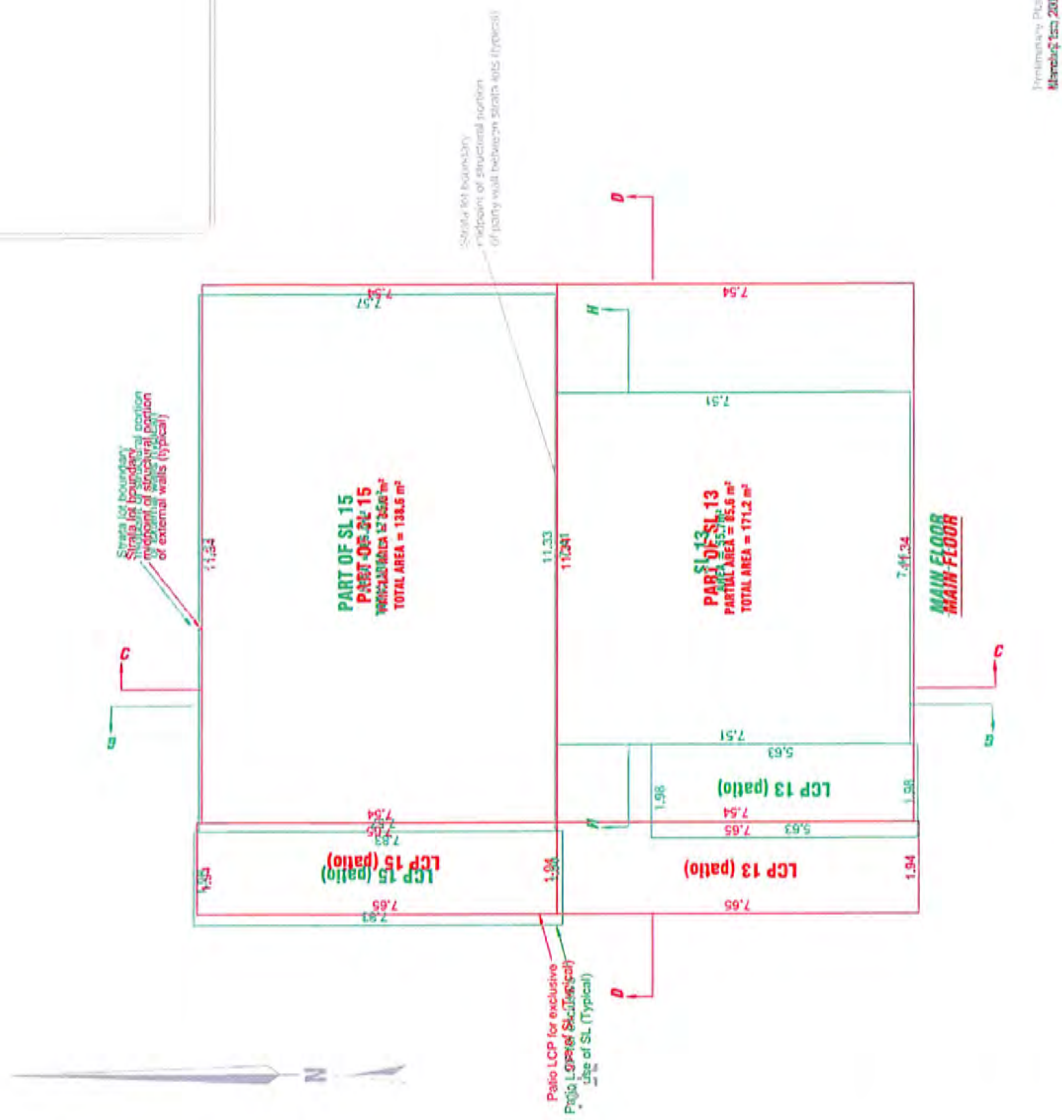
NOTES:
 LCP boundaries adjacent to a strata lot are indicated by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
 All LCP tables, deeds and parties are defined as to height by the centre of the floor above or its extension, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
 This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party units wherever Strata Lots.
 Section arrows on this plan point in the direction of view.

LEGEND: SL denotes Strata Lot
 LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
 (R) denotes Common Property
 (R) denotes motor's square

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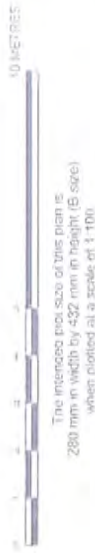
Job No: 22010025
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 Date: **Monday 27th, 2023**
 Surveyed by: DPS | Drawn: TDW | Checked: EDWAE

STRATA PLAN EPS
(PHASE 4) PRELIMINARY
 Sheet 4 of 6



**BUILDING 4
(STRATA LOTS 13 AND 15)
SECOND FLOOR**

BCGS - 82K.050



NOTES:
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural position of exterior walls and where adjacent to common property are defined by the extremated edge of surface.
All LCP areas, decks and parking are defined as to height by the centre of the floor above or its volume, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

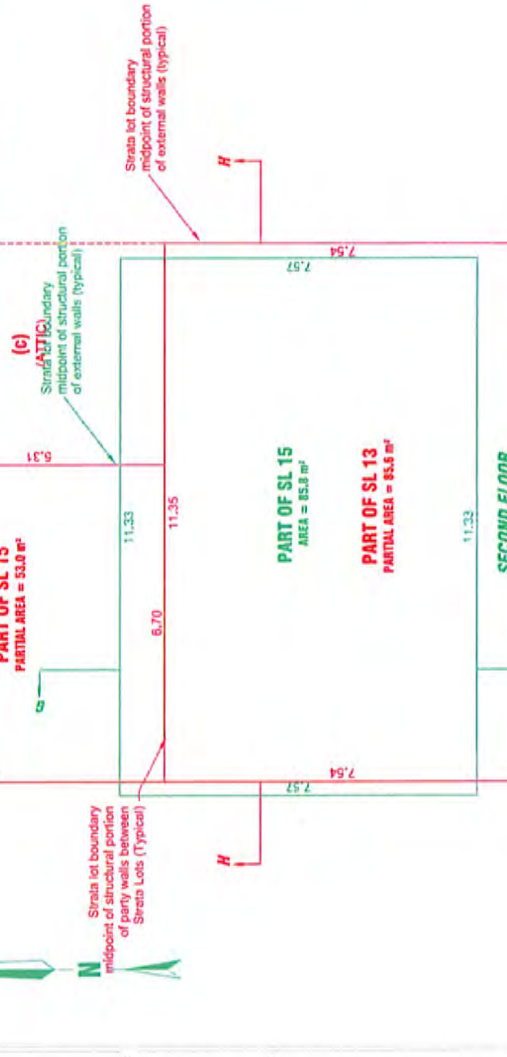
LEGEND:
SL - Strata Lot
LCP - Limited Common Property
ICP - Interlocking Common Property
m² - square metres (rounded)

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Ph: 250-409-5157 www.globalraymac.ca

Job No. - 29100125
CAD FILE - 251005_ST1_P4-DWG
Date: **Monday, 25th, 2025**
Surveyor - BRS | Drafter - KDA | Checker - SDAE

**STRATA PLAN EPS
(PHASE 4) PRELIMINARY**
Sheet 5 of 8

Part of SL 15 and attic s reversed. Not correctly shown on proposed plan.



**BUILDING 4
(STRATA LOTS 13 TO 16)
CROSS SECTIONS**

BCGS : 82K.050



The interlock plot size on this plan is 280 mm in width by 432 mm in height (B3 size) when plotted at a scale of 1:100.

NOTES:

This Sheet shows Strata Lot boundary dimensions to the midpoints of the structural portions of the exterior walls, and the midpoint between the structural portions of party walls between Strata Lots.

LEGEND:

SL denotes Strata Lot
(C) denotes Common Property

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Ph: 250.409.5157 www.globalraymac.ca

Job No. 22101025

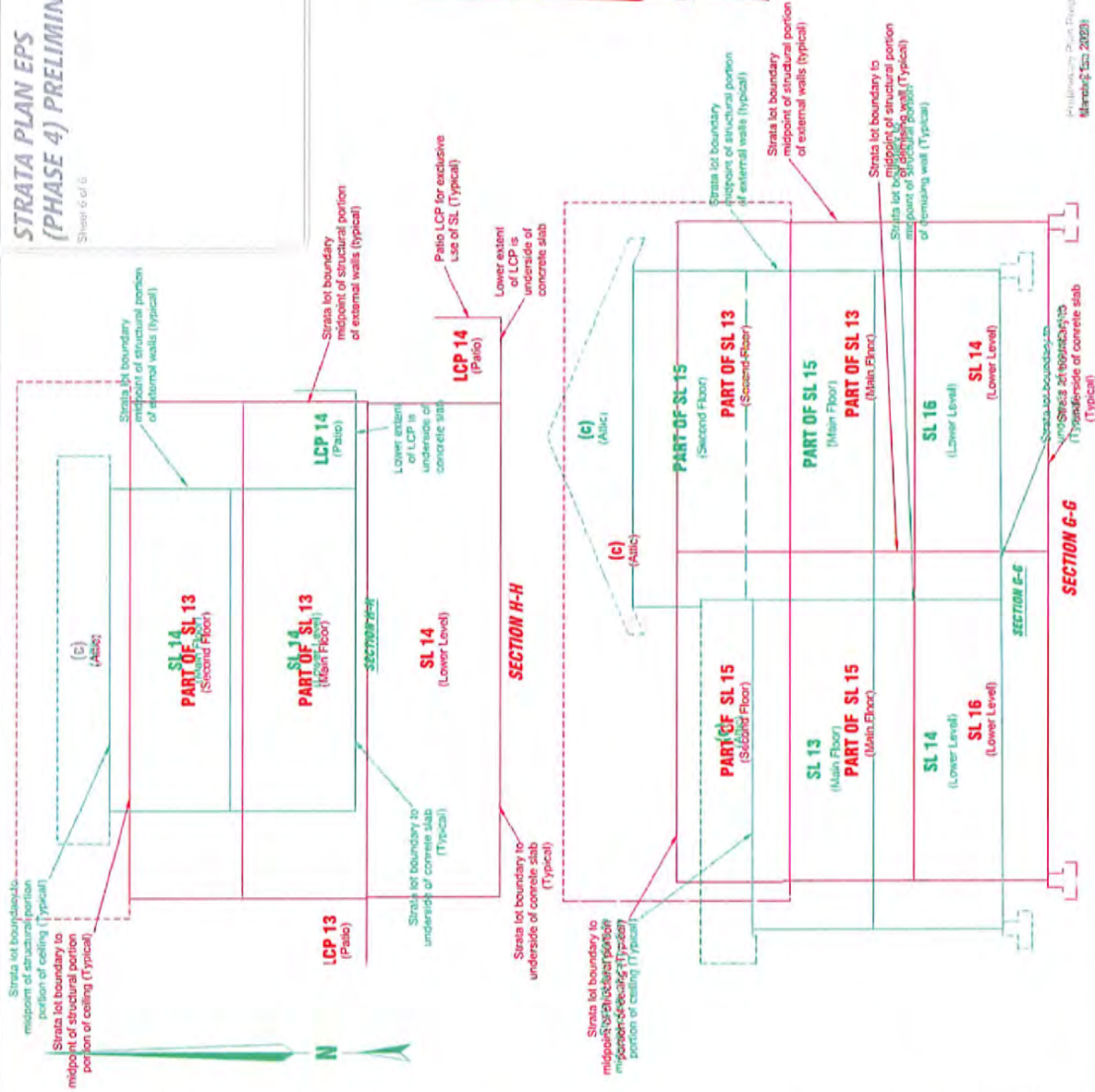
CAD FILE: 231025_STL_P4.dwg

Date: **March 25, 2023**

Surveyor: DRS | Drawn: TDV | Checked: EDGAR

**STRATA PLAN EPS
(PHASE 4) PRELIMINARY**

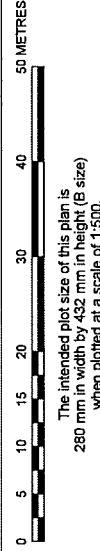
Sheet 6 of 6



Preliminary Plan Required:
March 25, 2023

**PROPOSED STRATA PLAN OF PART OF LOT A
DISTRICT LOT 1092 KOOTENAY DISTRICT
PLAN EPP120443**

EAST KOOTENAY ASSESSMENT AUTHORITY
BCGS : 82K.050



This plan lies within the Regional District of East Kootenay

NOTES:

This Plan is Phase 5 of a 8 phase strata plan under the Section 224 Strata Plan Property Act lying within the Jurisdiction of the Approving Officer for the District of Invermere.

Distances are in metres and decimals thereof.

Grid Bearings are derived from differential dual frequency GNSS observations and are referred to Central Meridian of UTM Zone 11.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances multiply ground distances by the average combined factor of 0.999522. The average combined factor has been determined based on an ellipsoidal elevation of 873 metres (CGVD28 (HT2_D)).

All areas and building dimensions are from Architectural drawings supplied to Global Raymac Surveys on December 3rd, 2022.

21-070 Phase 1 Buildings 1-8 Site Data - Drafting View - OVERALL SITE PLAN 2022 Nov 28 OPT-3

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

The buildings included in this strata plan have not been previously occupied.

The buildings shown hereon are within external boundaries of the land that is subject to the strata plan.

All angles defect by multiples of 45 or 90° unless otherwise indicated.

Fd Mag Nail PT#21
UTM Northing: 5594185.55
UTM Easting: 567981.22
Datum: NAD83(CRS)4.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.
Fd IP #558
UTM Northing: 5593987.71
UTM Easting: 567981.22
Datum: NAD83(CRS)4.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025	Drawn: NDW	Checked: EGAS
CAD FILE: 22IX0025_STI_PHS.DWG		
Date: January 5th, 2023		
Surveyed by: DBS		

**STRATA PLAN EPS
(PHASE 5) PRELIMINARY**

Sheet 1 of 6

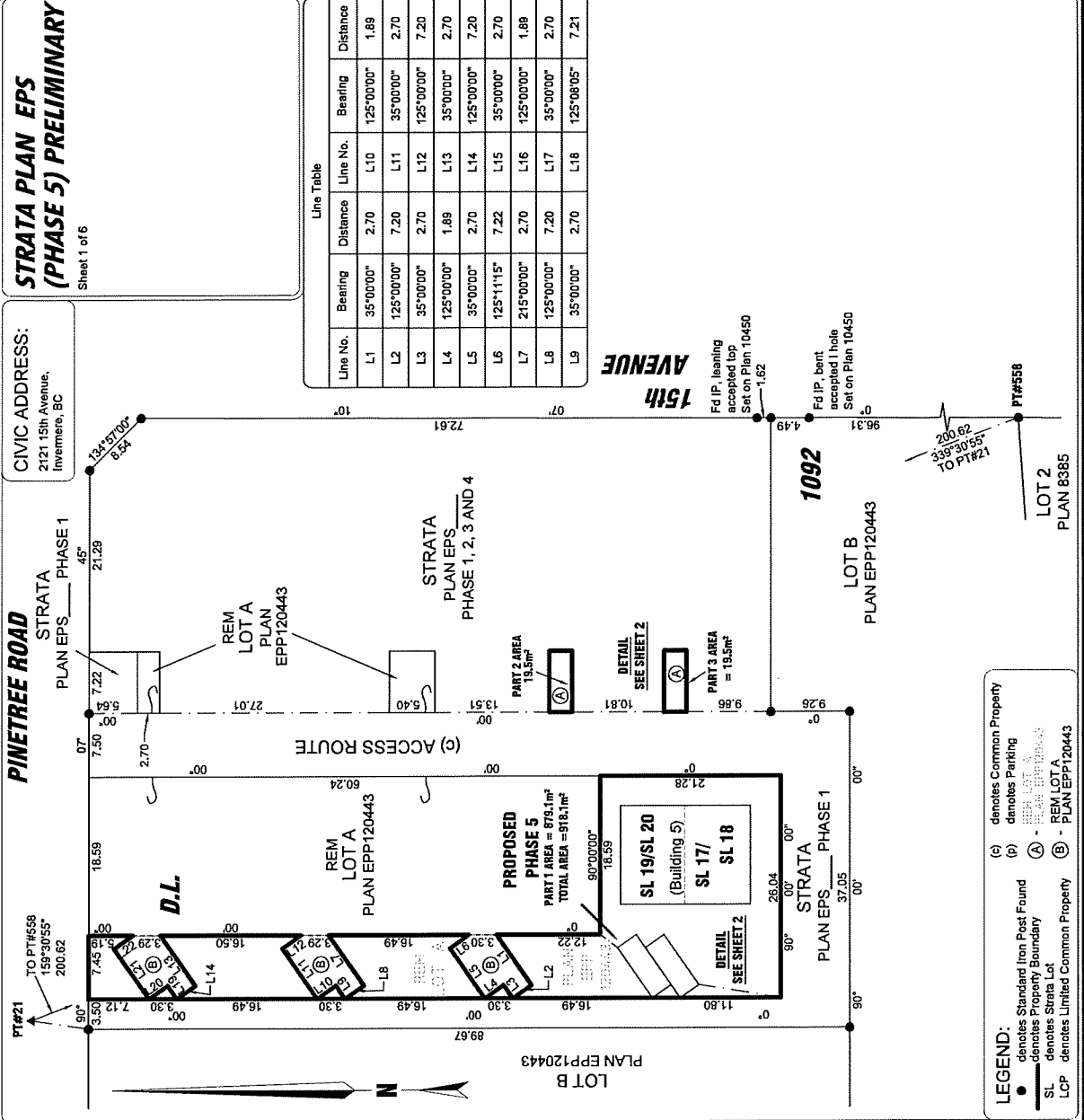
CIVIC ADDRESS:
2121 15th Avenue,
Invermere, BC

PINETREE ROAD

STRATA PLAN EPS PHASE 1

STRATA PLAN EPS PHASE 5

15th AVENUE



Line No.	Bearing	Distance	Line No.	Bearing	Distance
L1	35°00'00"	2.70	L10	125°00'00"	1.89
L2	125°00'00"	7.20	L11	35°00'00"	2.70
L3	35°00'00"	2.70	L12	125°00'00"	7.20
L4	125°00'00"	1.89	L13	35°00'00"	2.70
L5	35°00'00"	2.70	L14	125°00'00"	7.20
L6	125°11'15"	7.22	L15	35°00'00"	2.70
L7	215°00'00"	2.70	L16	125°00'00"	1.89
L8	125°00'00"	7.20	L17	35°00'00"	2.70
L9	35°00'00"	2.70	L18	125°08'05"	7.21

Fd IP, leaning accepted top Set on Plan 10450

Fd IP, bent accepted hole Set on Plan 10450

LEGEND:

- denotes Standard Iron Post Found
- denotes Property Boundary
- SL denotes Strata Lot
- LCP denotes Limited Common Property
- (c) denotes Common Property
- (p) denotes Parking
- Ⓐ denotes Property Boundary
- Ⓑ denotes Strata Lot
- Ⓒ denotes Limited Common Property

**DETAIL OF BUILDING FOUNDATION FOR STRATA
LOTS 13 TO 16**

BCGS : 82K.050



The intended plot size of this plan is
280 mm in width by 432 mm in height (B size)
when plotted at a scale of 1:200.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
Offsets to property lines are perpendicular thereto and are measured to the exterior face of the building foundation walls.

LEGEND:

denotes Limited Common Property
LCP for the Exclusive Use of Designated Strata Lot (p) denotes Parking
(c) denotes Common Property

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 221X0025

CAD FILE: 22X0025_ST1_PHELDWS

Date: January 5th, 2023

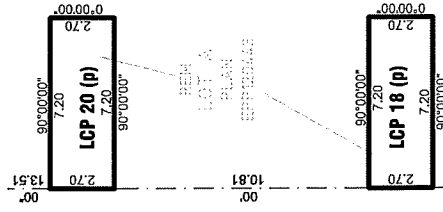
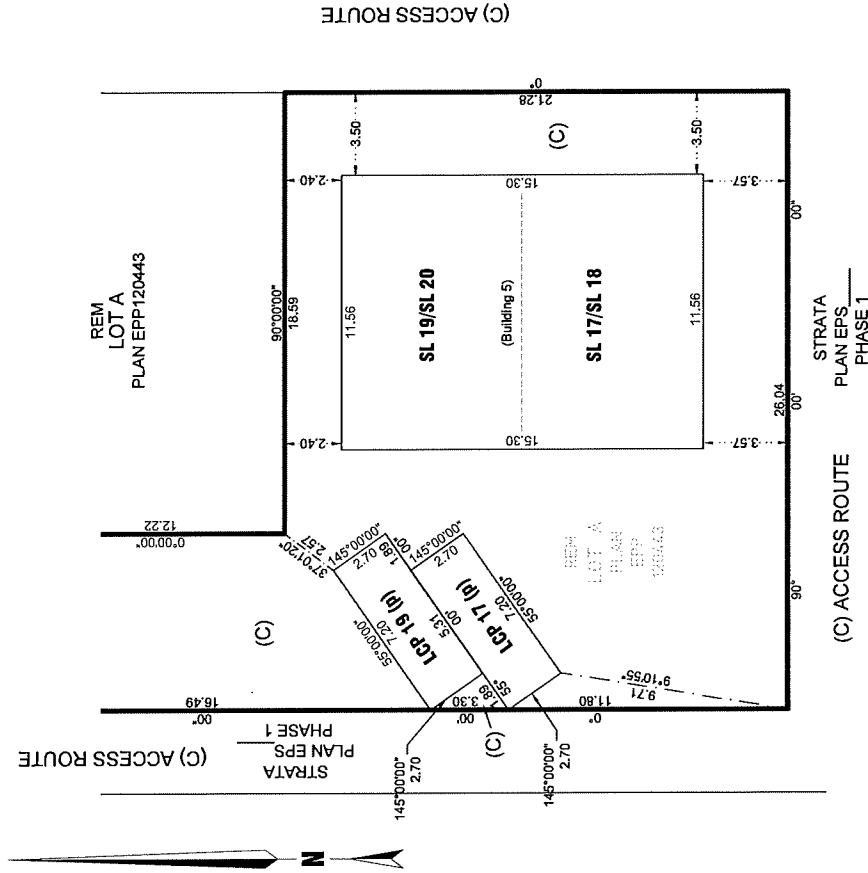
Surveyed: DRS

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 5) PRELIMINARY**

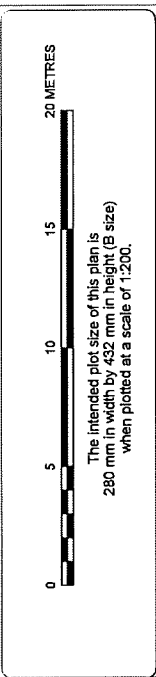
Sheet 2 of 6



Preliminary Plan Prepared
January 5th, 2023

STRATA LOTS 18 & 20
LOWER LEVEL

BCGS : 82K.050

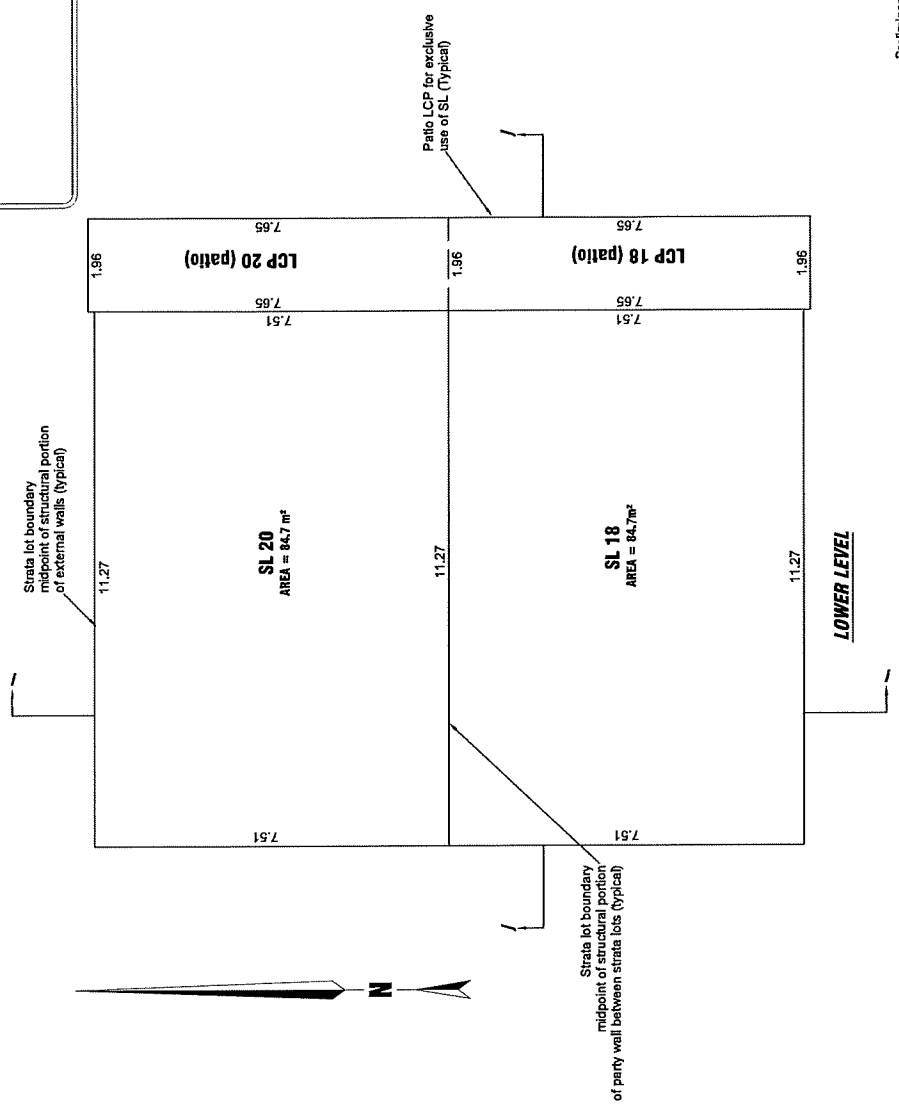


NOTES:
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

LEGEND: SL denotes Strata Lot
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
(c) denotes Common Property
m² denotes Common Property

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 221X0025	Checked: EG/AB
CAD FILE: 22X0025_ST1_PHS.DWG	Drawn: NDW
Date: January 5th, 2023	Surveyed: DBS



STRATA LOTS 17 & 19
MAIN FLOOR

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

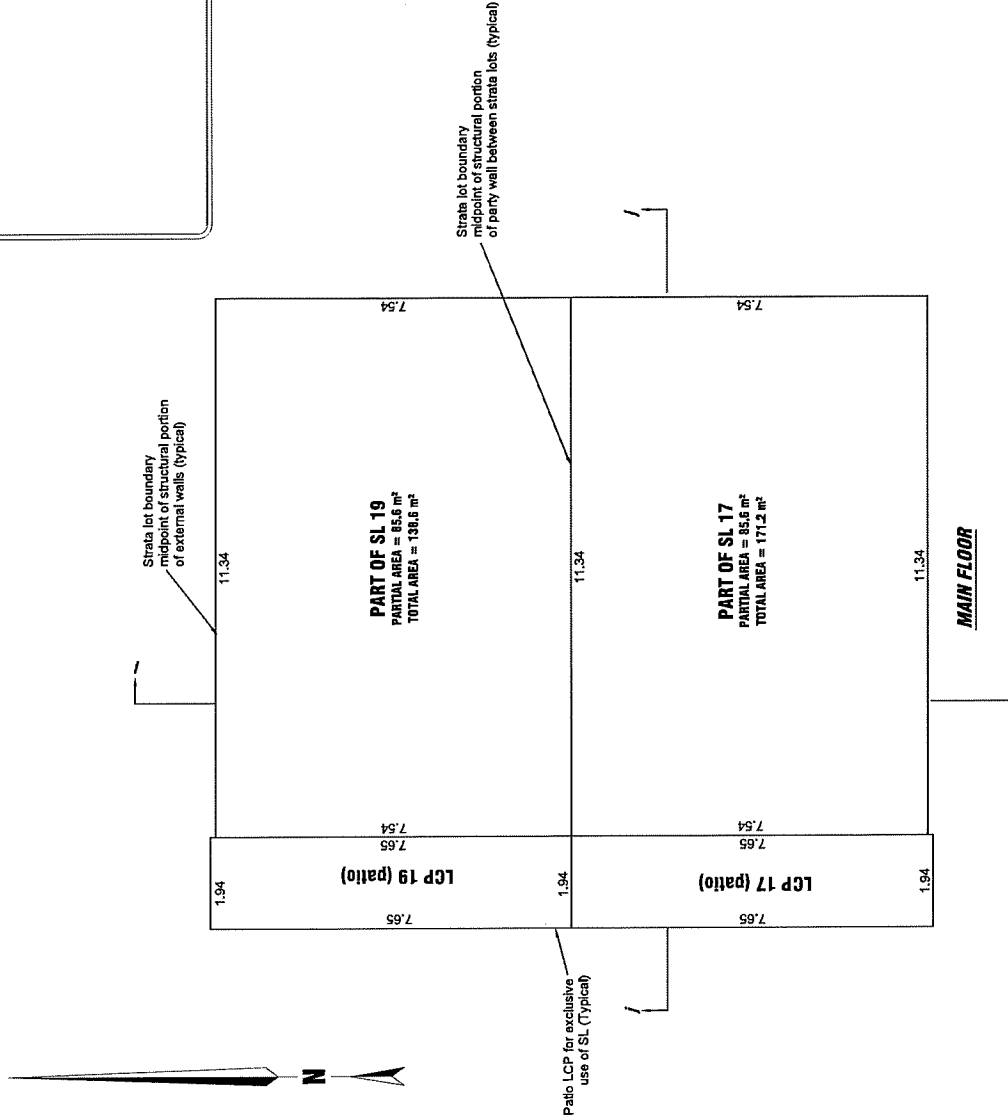
NOTES:
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

LEGEND: SL denotes Strata Lot
denotes Limited Common Property
LCP for the Exclusive Use of Designated Strata Lot
(c) denotes Common Property
m² denotes Common Property

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 221X0025
CAD FILE: 22X0025_ST1_PHS.DWG
Date: January 5th, 2023
Surveyed: DBS
Drawn: NDW
Checked: EG/AB

STRATA PLAN EPS
(PHASE 5) PRELIMINARY
Sheet 4 of 6



Preliminary Plan Prepared
January 5th, 2023

BCGS : 82K.050



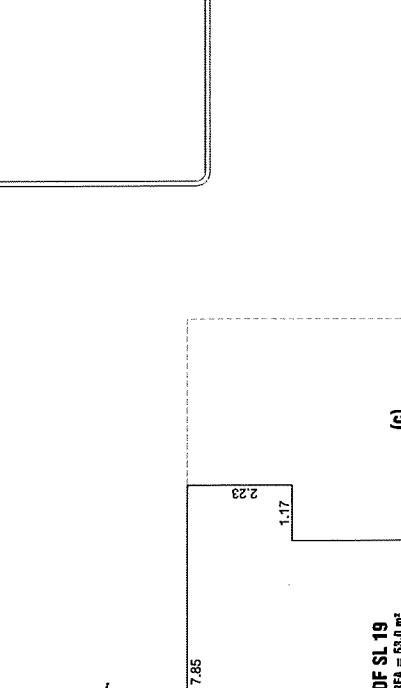
The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:
 LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
 All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
 This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
 Section arrows on this plan point in the direction of view.

LEGEND:
 SL denotes Strata Lot
 LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
 (c) denotes Common Property
 m² denotes meters squared

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Job No. : 221X0025
 CAD FILE: 22X0025_ST1_PHS.DWG
 Date: January 5th, 2023
 Surveyed : DBS
 Drawn: NDW
 Checked: EG/AB



Strata lot boundary between part of strata lot portion of external walls (typical)

**STRATA LOTS 17 TO 20
CROSS SECTIONS**

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

LEGEND:
SL denotes Strata Lot
(c) denotes Common Property

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 221X0025

CAD FILE: 221X0025_ST1_PHE.DWG

Date: January 5th, 2023

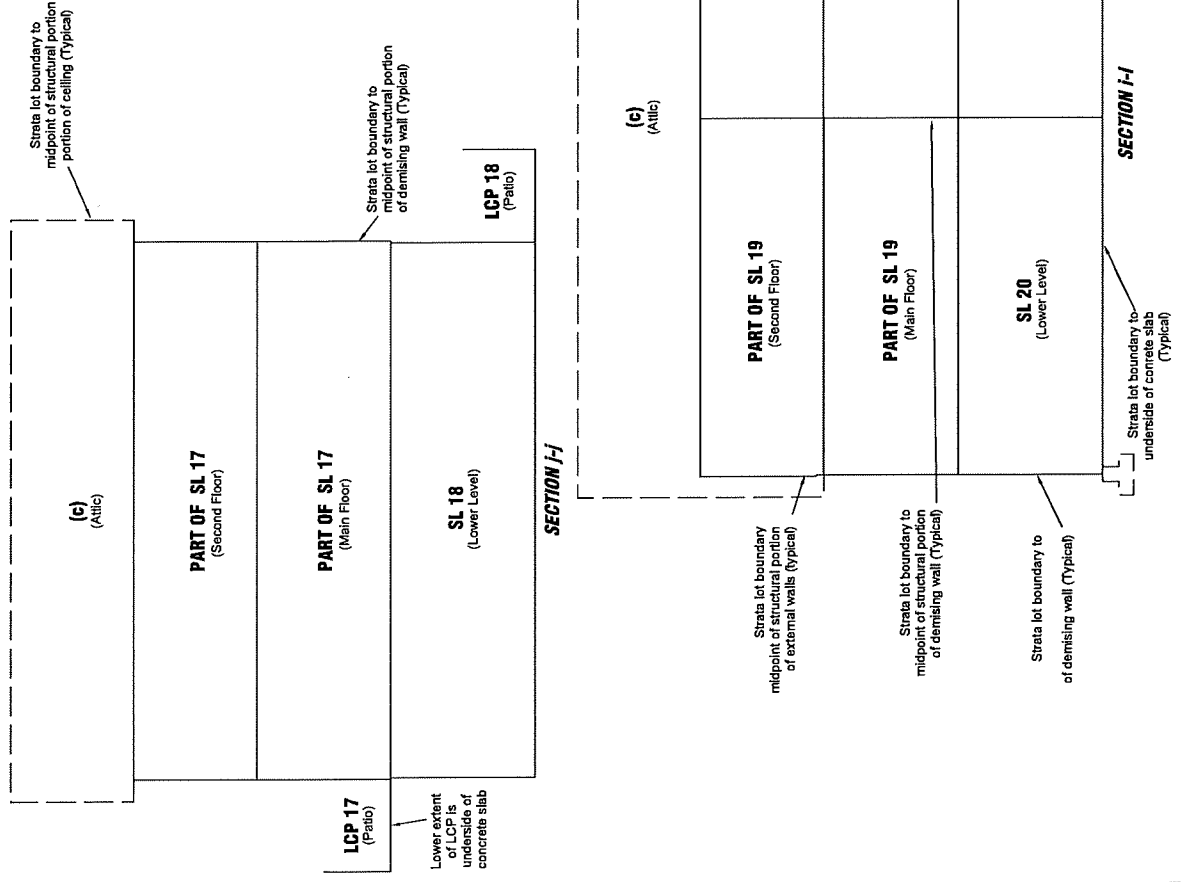
Surveyed: DRS

Drawn: NDW

Checked: EC/AB

**STRATA PLAN EPS
(PHASE 5) PRELIMINARY**

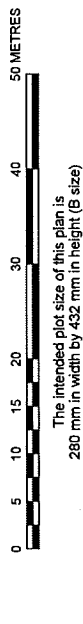
Sheet 6 of 6



Preliminary Plan Prepared
January 5th, 2023

**PROPOSED STRATA PLAN OF PART OF LOT A
DISTRICT LOT 1092 KOOTENAY DISTRICT
PLAN EPP120443**

EAST KOOTENAY ASSESSMENT AUTHORITY
BCGS : 82K.050



This plan lies within the Regional District of East Kootenay

NOTES:

This Plan is Phase 6 of a 8 phase strata plan under the Section 224 Strata Plan Property Act lying within the Jurisdiction of the Approving Officer for the District of Invermere.

Distances are in metres and decimals thereof.

Grid Bearings are derived from differential dual frequency GNSS observations and are referred to Central Meridian of UTM Zone 11.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances multiply ground distances by the average combined factor of 0.999522. The average combined factor has been determined based on an ellipsoidal elevation of 873 metres (CGVD28 (HT2_0)).

All areas and building dimensions are from Architectural drawings supplied to Global Raymac Surveys on December 3rd, 2022
21-070 Phase 1 Buildings 1-9 Site Data - Drafting View - OVERALL SITE PLAN 2022 Nov 28 OPT-3

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

The buildings included in this strata plan have not been previously occupied.

The buildings shown hereon are within external boundaries of the land that is subject to the strata plan.

All angles defect by multiples of 45 or 90° unless otherwise indicated.

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Job No. : 22IX0225

CAD FILE: 220205_511_PHDWG

Date: January 5th, 2023

Surveyed by: DRS

Drawn: NDW

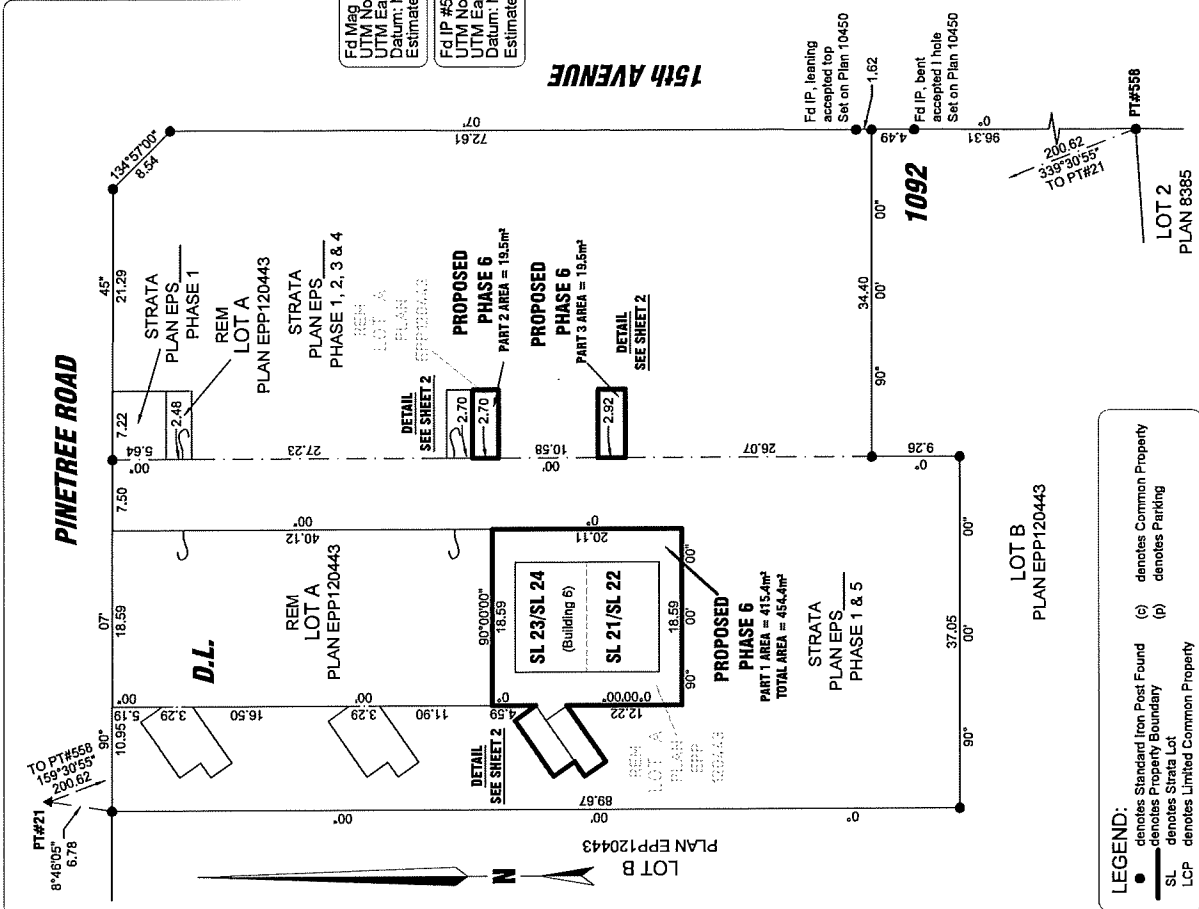
Checked: EG/AB

**STRATA PLAN EPS
(PHASE 6) PRELIMINARY**

Sheet 1 of 6

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UTM Northing: 5594185.55
UTM Easting: 567911.05
Datum: NAD83(CRS)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

Fd IP #558
UTM Northing: 5593997.71
UTM Easting: 567981.22
Datum: NAD83(CRS)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.



LEGEND:
● denotes Standard Iron Post Found
— denotes Property Boundary
SL denotes Strata Lot
LCP denotes Limited Common Property
(c) denotes Common Property
(p) denotes Parking

CIVIC ADDRESS:
2121 15th Avenue,
Invermere, BC

**DETAIL BUILDING FOUNDATION FOR STRATA
LOTS 21 TO 24**

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:200.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
Offsets to property lines are perpendicular thereto and are measured to the exterior face of the building foundation walls.

LEGEND:

LCP denotes Limited Common Property
LCP for the Exclusive Use of Designated Strata Lot (p) denotes Parking
(c) denotes Common Property

GLOBAL RAYMAC LAND SURVEYING LTD.

1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX025_ST1_PHL.DWG

Date: January 5th, 2023

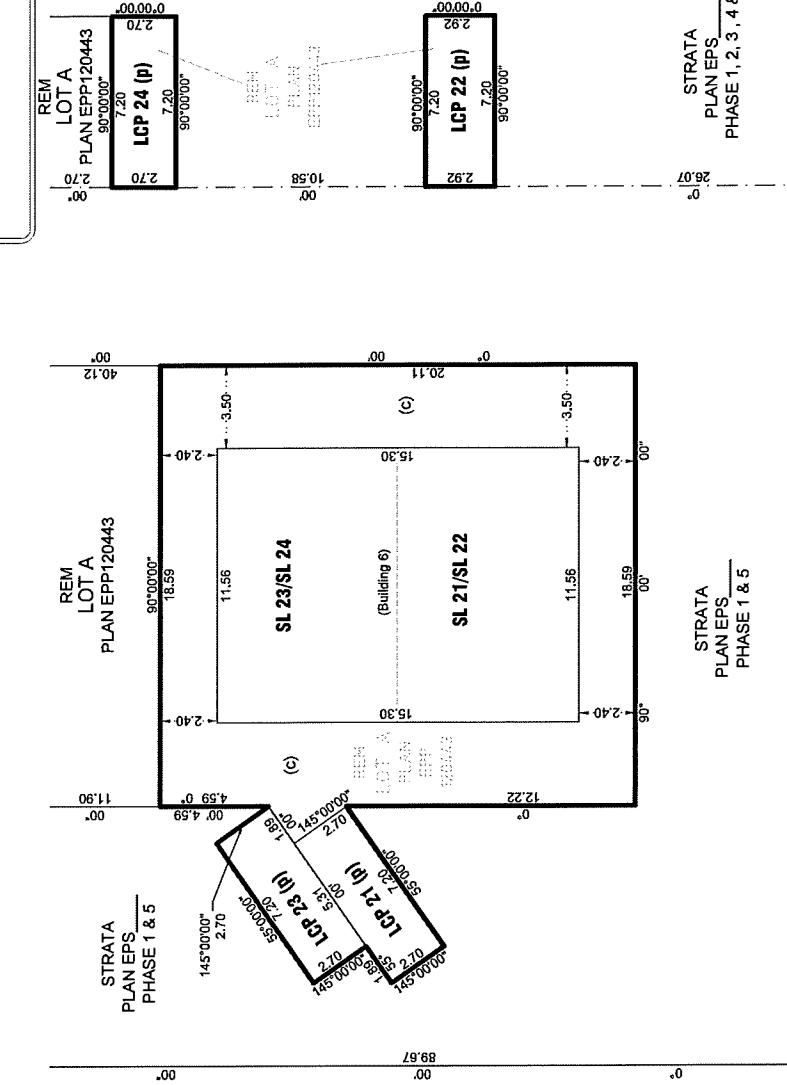
Surveyed: DRS

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 6) PRELIMINARY**

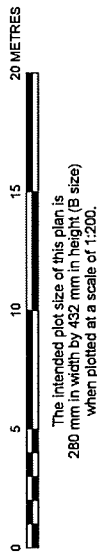
Sheet 2 of 6



Preliminary Plan Prepared
January 5th, 2023

STRATA LOTS 22 & 24
LOWER LEVEL

BCGS : 82K.050



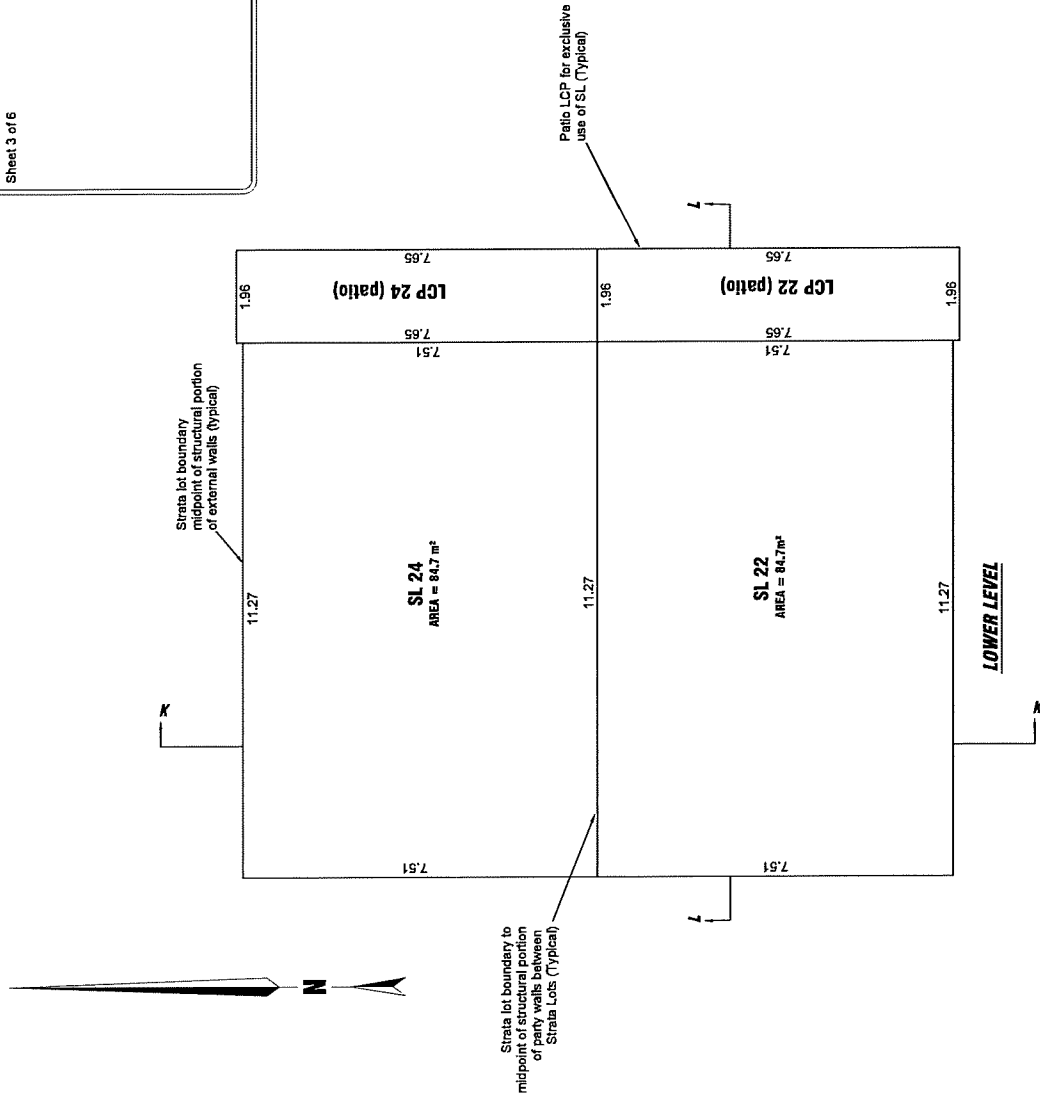
NOTES:
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

LEGEND: SL denotes Strata Lot
denotes Limited Common Property
LCP for the Exclusive Use of Designated Strata Lot
(c) denotes Common Property
nr denotes Common Property

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Job No. : 22X0025
CAD FILE: 22X0025_ST1_PHE.DWG
Date: January 5th, 2023
Surveyed : DRS
Drawn: NDW
Checked: EG/AB

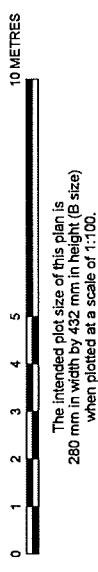
STRATA PLAN EPS
(PHASE 6) PRELIMINARY
Sheet 3 of 6



Preliminary Plan Prepared
January 5th, 2023

STRATA LOTS 21 & 23
MAIN FLOOR

BCGS : 82K.050

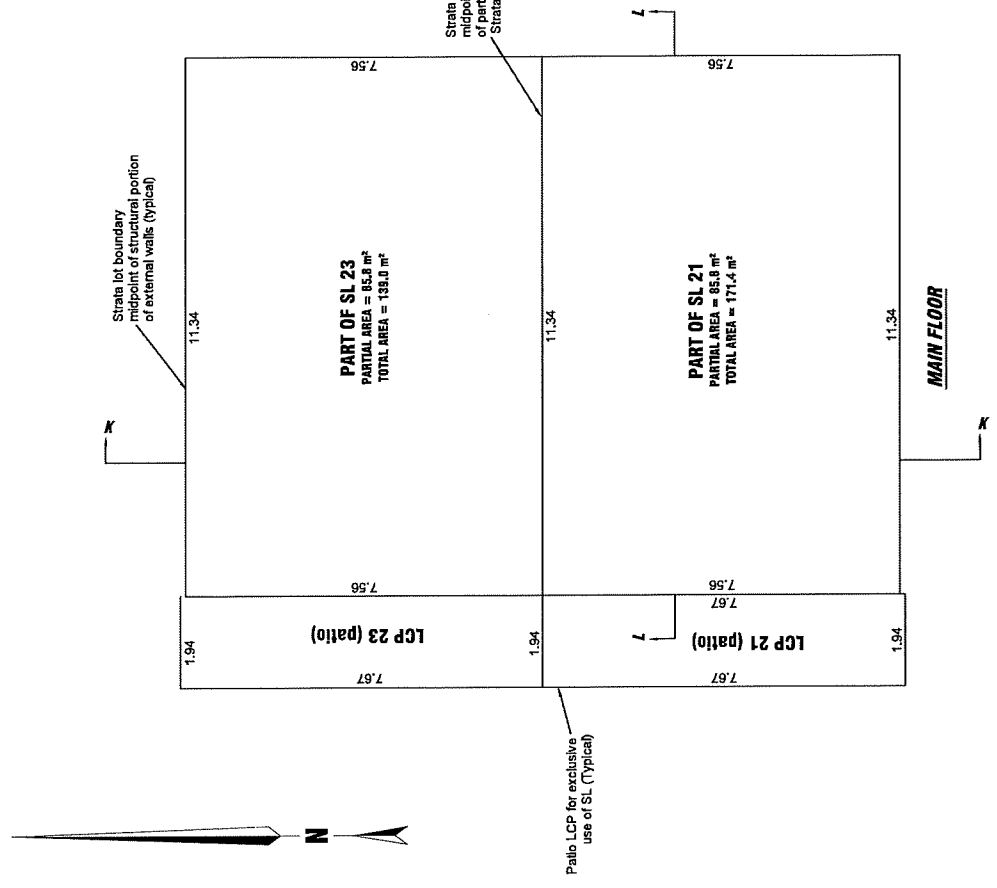


NOTES:
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

LEGEND: SL denotes Strata Lot
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
(c) denotes Common Property
m² denotes Common Property

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Job No. : 221X0025
CAD FILE: 221X0025_ST1_PHLDWG
Date: January 5th, 2023
Surveyed : DRS
Drawn: NDW
Checked: EG/AB



Strata lot boundary to midpoint of structural portion of party walls between Strata Lots (Typical)

Patio LCP for exclusive use of SL (Typical)

STRATA LOTS 21 & 23
SECOND FLOOR

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

LEGEND:

- SL denotes Strata Lot
- LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
- (c) denotes Common Property
- mp denotes Common Property

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Job No. : 22100025

CAD FILE: 2210025_ST1_PHL.DWG

Date: January 5th, 2023

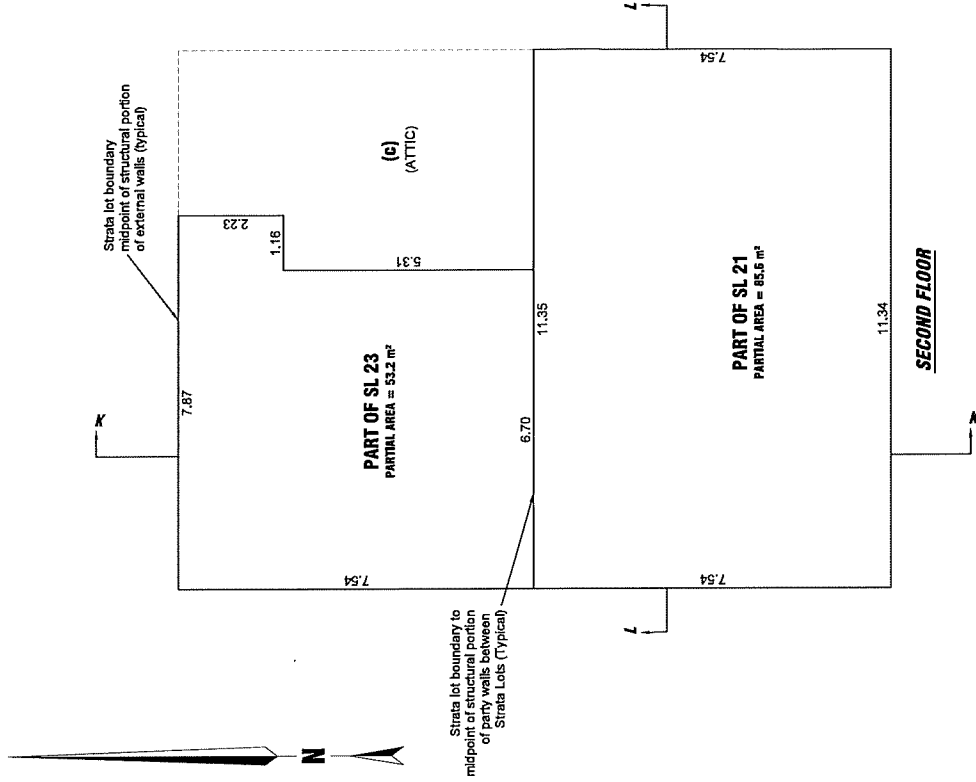
Surveyed: DRS

Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS
(PHASE 6) PRELIMINARY

Sheet 5 of 6



Strata lot boundary to midpoint of structural portion of exterior walls between Strata Lots (Typical)

Strata lot boundary midpoint of structural portion of external walls (typical)

**STRATA LOTS 21 TO 24
CROSS SECTIONS**

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

LEGEND:

SL denotes Strata Lot
(c) denotes Common Property

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Job No. : 221X0025

CAD FILE: 221X025_ST1_PHELDWS

Date: January 5th, 2023

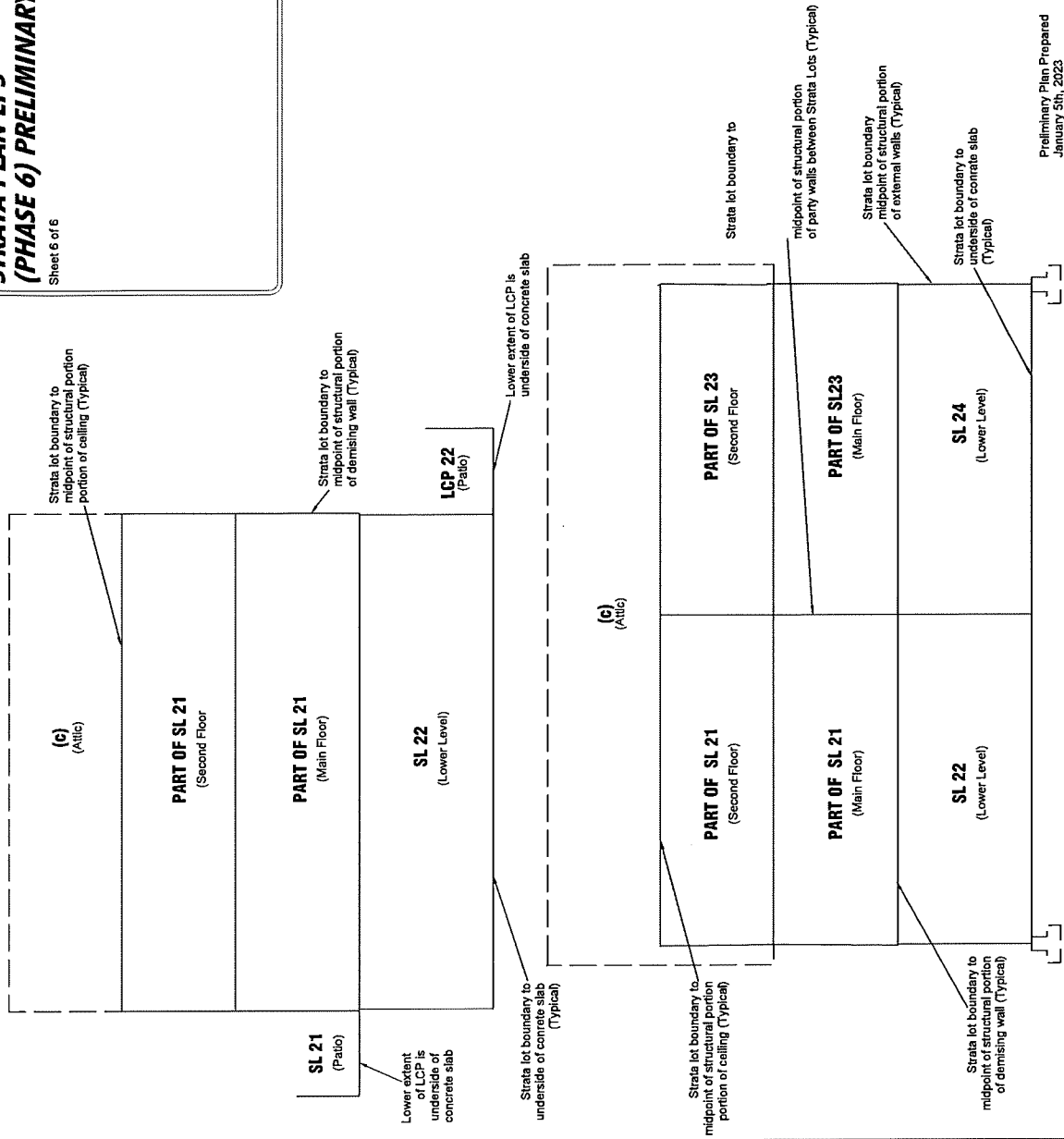
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 6) PRELIMINARY**

Sheet 6 of 6



Preliminary Plan Prepared
January 5th, 2023

**PROPOSED STRATA PLAN OF PART OF LOT A
DISTRICT LOT 1092 KOOTENAY DISTRICT
PLAN EPP120443**

EAST KOOTENAY ASSESSMENT AUTHORITY
BCGS : 82K.050



This plan lies within the Regional District of East Kootenay

Line up

SP

NOTES:

This Plan is Phase 7 of a 8 phase strata plan under the Section 224 Strata Plan Property Act within the Jurisdiction of the Approving Officer for the District of Invermere.

Distances are in metres and decimals thereof.

Grid Bearings are derived from differential dual frequency GNSS observations and are referred to Central Meridian of UTM Zone 11.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances multiply ground distances by the average combined factor of 0.999522. The average combined factor has been determined based on an ellipsoidal elevation of 873 metres (CGVD28 (HT2_D)).

All areas and building dimensions are from Architectural drawings supplied to Global Raymac Surveys on December 3rd, 2022

21-070 Phase 1 Buildings 1-9 Site Data - Drafting View - OVERALL SITE PLAN 2022 Nov 28 OPT-3.dwg

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

The buildings included in this strata plan have not been previously occupied.

The buildings shown hereon are within external boundaries of the land that is subject to the strata plan.

All angles deflected by multiples of 45 or 90° unless otherwise indicated.

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Job No.: 2210X0025

CAD FILE: 220025_ST1_P01.DWG

Date: January 4th, 2023

Surveyed: DBS

Drawn: NDW

Checked: EG/AS

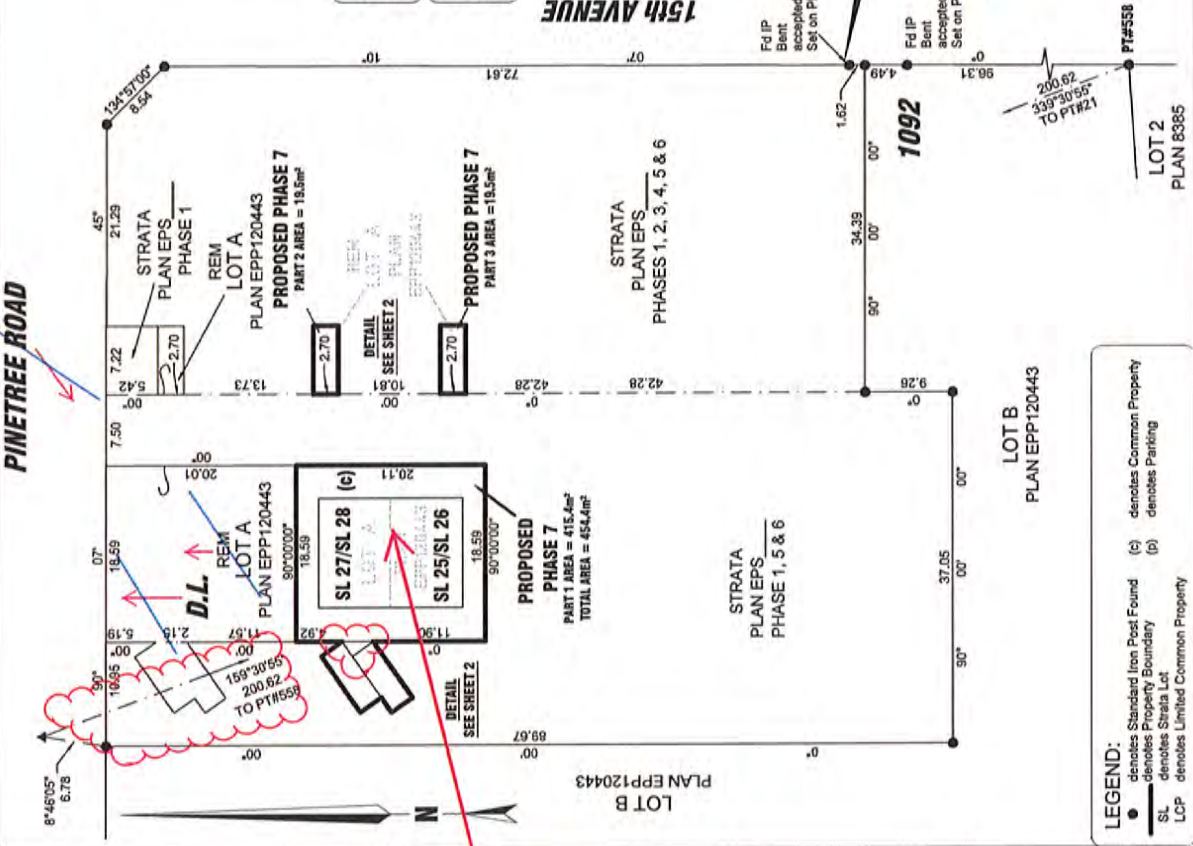
PINETREE ROAD

**STRATA PLAN EPS
(PHASE 7) PRELIMINARY**

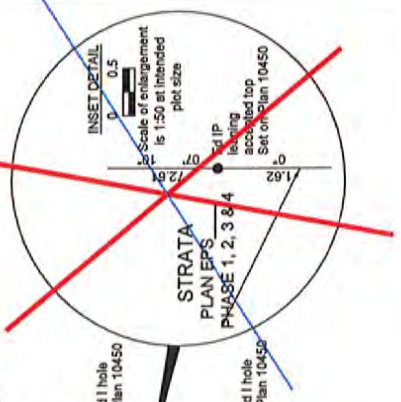
Sheet 1 of 5

Fd Mag Nail PT#21
UTM Northing: 5594185.55
UTM Easting: 567911.05
Datum: NAD83(CRS)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

Fd IP #558
UTM Northing: 5593997.71
UTM Easting: 567961.22
Datum: NAD83(CRS)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.



15th AVENUE



CIVIC ADDRESS:
2121 15th Avenue,
Invermere, BC

LEGEND:
● denotes Standard Iron Post Found (c) denotes Common Property
— denotes Property Boundary (p) denotes Parking
SL denotes Strata Lot
LCP denotes Limited Common Property

**DETAIL BUILDING FOUNDATION FOR STRATA
LOTS 21 TO 24**

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:200.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

Offsets to property lines are perpendicular thereto and are measured to the exterior face of the building foundation walls.

LEGEND:

- denotes Limited Common Property
- LCP for the Exclusive Use of Designated Strata Lot
- (c) denotes Common Property
- (p) denotes Parking

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Job No. : 22X00025

CAD FILE: 20X005_STI_R47.DWG

Date: January 4th, 2023

Surveyed : DRS

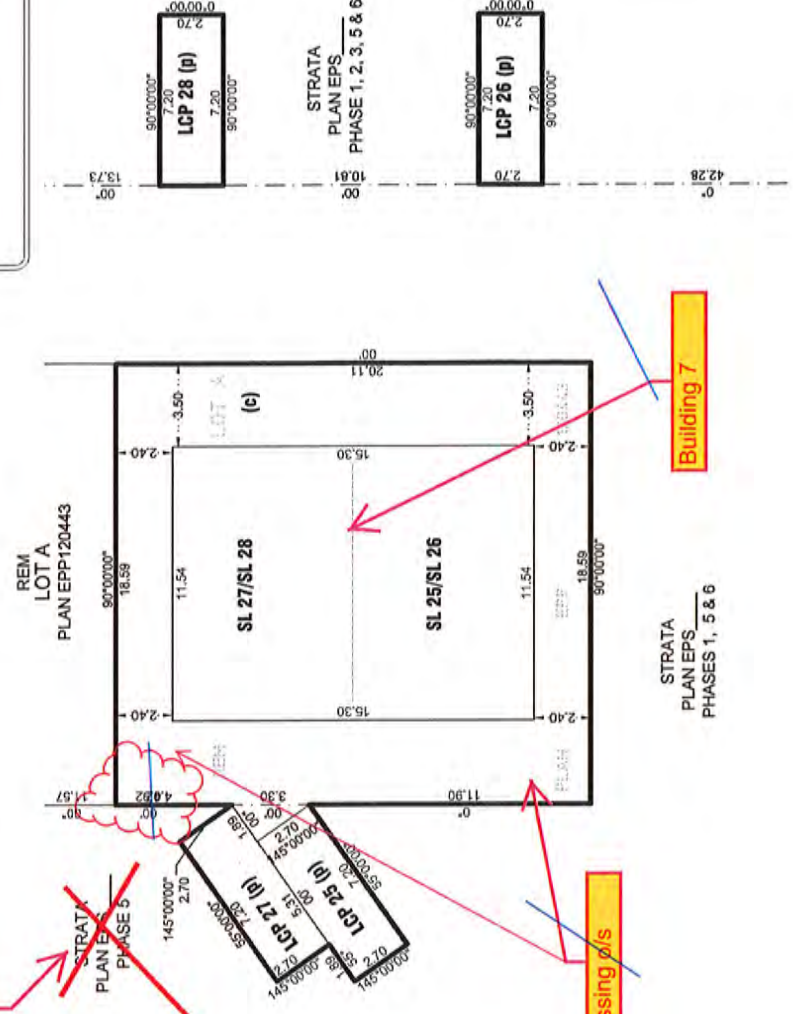
Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 7) PRELIMINARY**

Sheet 2 of 5

? 1 & 5 with access?



Preliminary Plan Prepared
January 4th, 2023

STRATA LOTS 26 & 28
LOWER LEVEL

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:200.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

Section arrows on this plan point in the direction of view.

m2 on all plans

LEGEND:

- SL denotes Strata Lot
- LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
- (c) denotes Common Property

GLOBAL RAYMAC LAND SURVEYING LTD.

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Job No. : 22X0025

CAD FILE: 22X0025_ST1_PLO.DWG

Date: January 4th, 2023

Surveyed : DRS

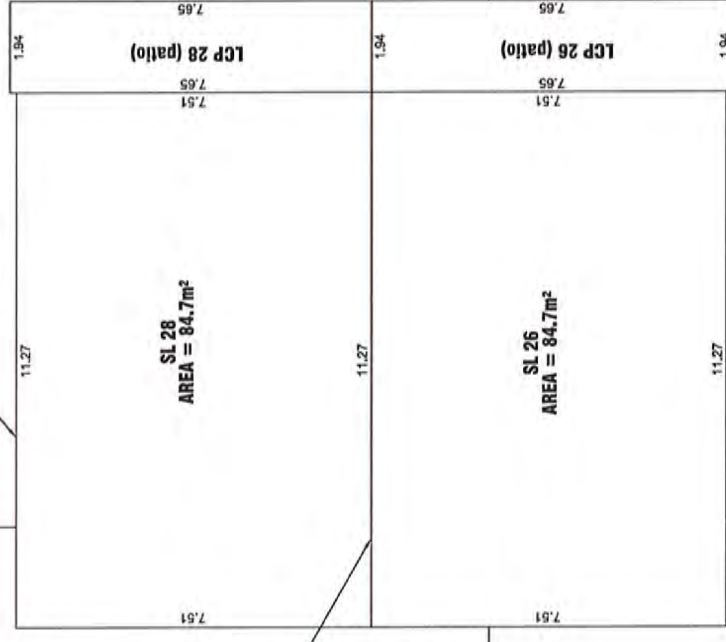
Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS
(PHASE 7) PRELIMINARY

Sheet 3 of 5

Strata lot boundary to midpoint of structural portion of external walls (typical)



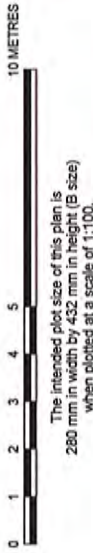
Strata lot boundary to midpoint of structural portion of party walls between Strata Lots (Typical)

Patio LCP for exclusive use of SL (Typical)

Lower Level

STRATA LOTS 25 & 27
MAIN FLOOR

BCGS : 82K.050



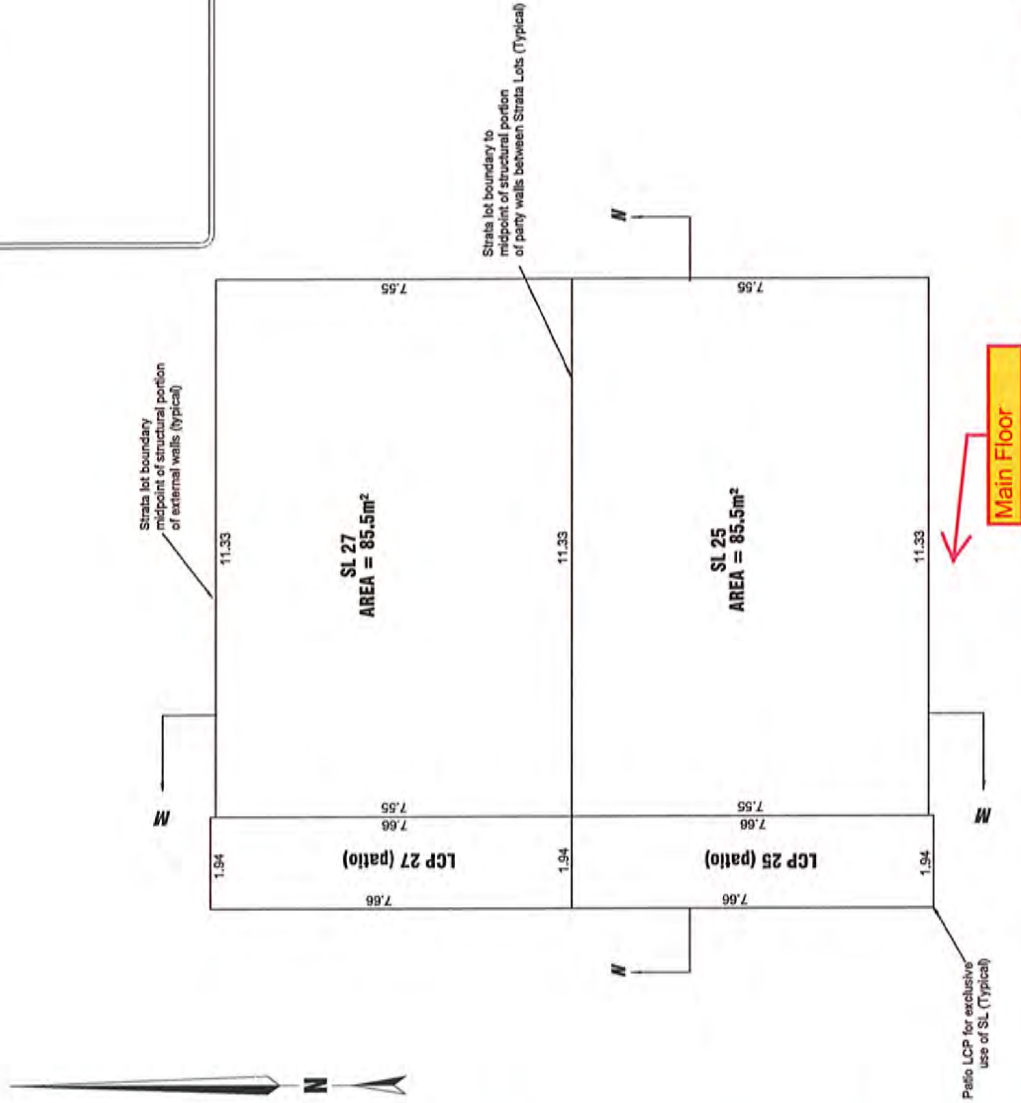
NOTES:
LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

LEGEND: SL denotes Strata Lot
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
(c) denotes Common Property

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Job No. : 22X0025
CAD FILE : 22X0025_STL_PFD.DWG
Date: January 4th, 2023
Surveyed : DRS
Drawn: NDW
Checked: EG/AB

STRATA PLAN EPS
(PHASE 7) PRELIMINARY
Sheet 4 of 5



Preliminary Plan Prepared
January 4th, 2023

**STRATA LOTS 25 TO 28
CROSS SECTIONS**

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

LEGEND:

SL denotes Strata Lot
(c) denotes Common Property

GLOBAL RAYMAC LAND SURVEYING LTD.

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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_P47.DWG

Date: January 4th, 2023

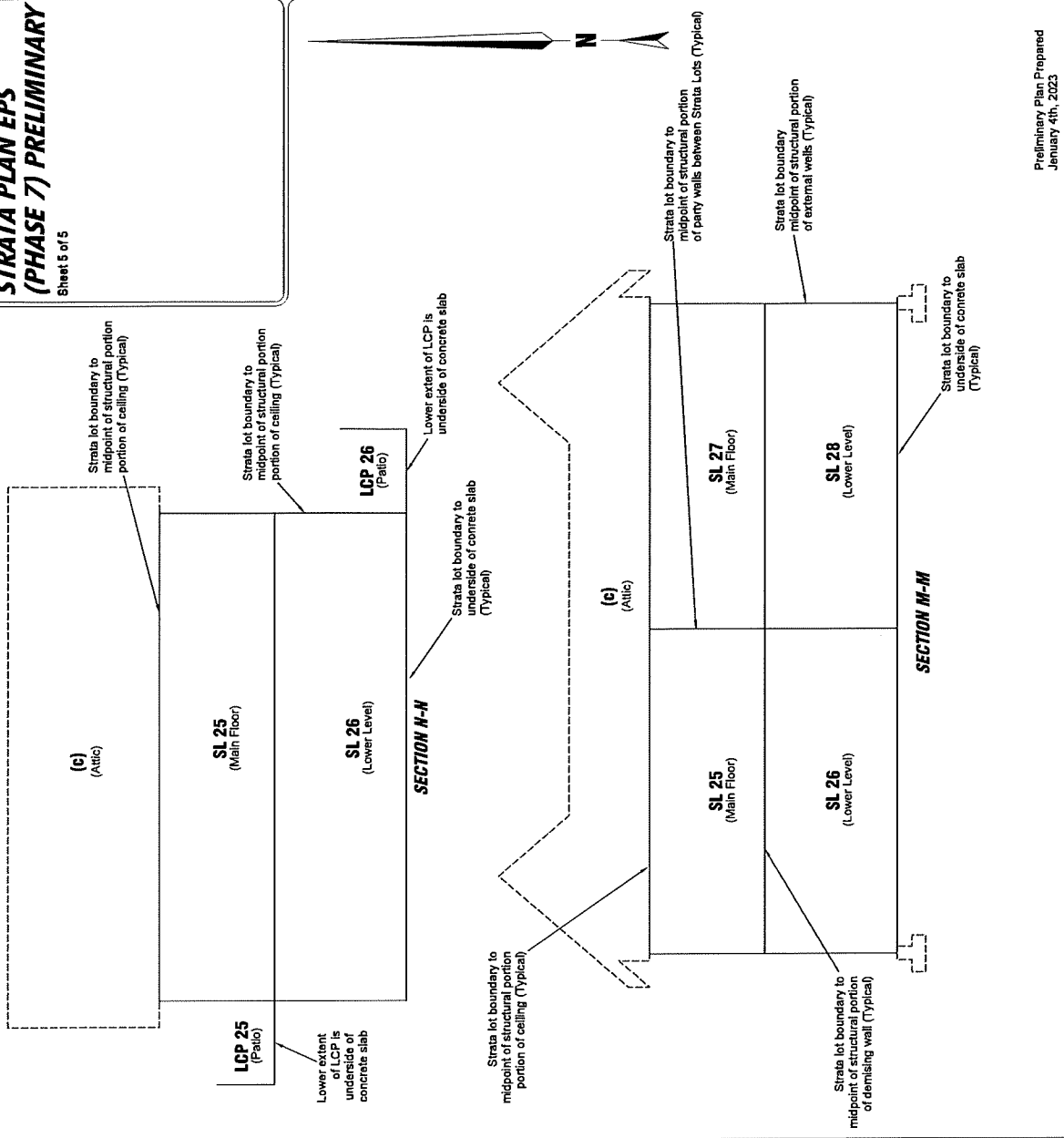
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Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 7) PRELIMINARY**

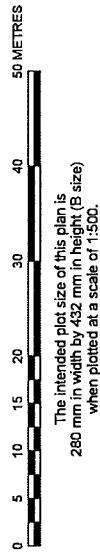
Sheet 5 of 5



Preliminary Plan Prepared
January 4th, 2023

**PROPOSED STRATA PLAN OF PART OF LOT A
DISTRICT LOT 1092 KOOTENAY DISTRICT
PLAN EPP120443**

EAST KOOTENAY ASSESSMENT AUTHORITY
BCGS : 82K.050



This plan lies within the Regional District of East Kootenay

NOTES:

This Plan is Phase 8 of a 8 phase strata plan under the Section 224 Strata Plan Property Act lying within the Jurisdiction of the Approving Officer for the District of Invermere.

Distances are in metres and decimals thereof.

Grid Bearings are derived from differential dual frequency GNSS observations and are referred to Central Meridian of UTM Zone 11.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances multiply ground distances by the average combined factor of 0.999522. The average combined factor has been determined based on an ellipsoidal elevation of 873 metres (CSVD28 (HT2_D)).

All areas and building dimensions are from Architectural drawings supplied to Global Raymac Surveys on August 12th, 2022;
2022 08 12 - 21-070 Pinetree - RE-FBP

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

The buildings included in this strata plan have not been previously occupied.

The buildings shown hereon are within external boundaries of the land that is subject to the strata plan.

All angles deflected by multiples of 45 or 90° unless otherwise indicated.

GLOBAL RAYMAC LAND SURVEYING LTD.

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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PHD.DWG

Date: January 5th, 2023

Surveyed by: DRS

Drawn: NDW

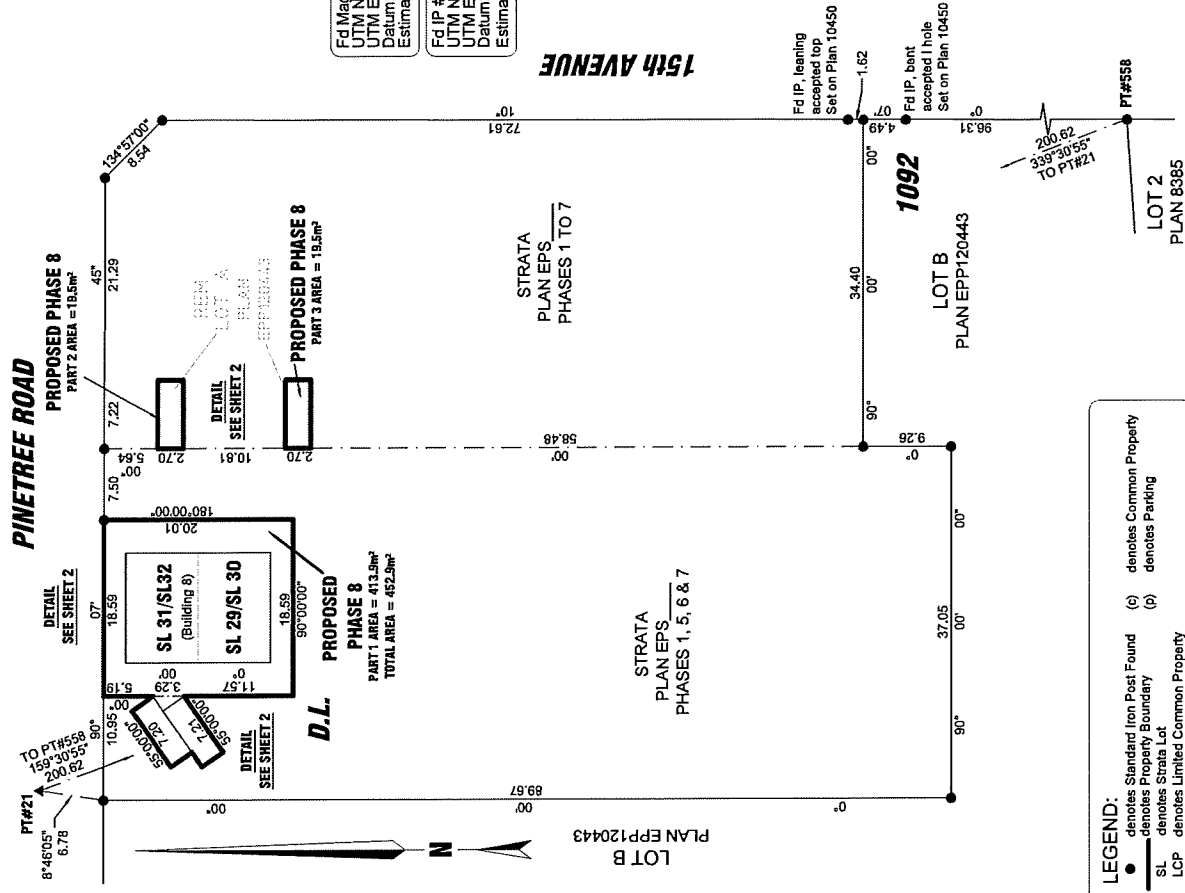
Checked: EG/AB

**STRATA PLAN EPS
(PHASE 8) PRELIMINARY**

Sheet 1 of 6

Fd Mag Nail PT#21
UTM Northing: 5594185.55
UTM Easting: 567911.05
Datum: NAD83(CSR)S4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

Fd IP #558
UTM Northing: 5593997.71
UTM Easting: 567981.22
Datum: NAD83(CSR)S4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.



LEGEND:

- denotes Standard Iron Post Found
- denotes Common Property
- denotes Property Boundary
- SL denotes Strata Lot
- LCP denotes Limited Common Property
- (c) denotes Common Property
- (p) denotes Parking

CIVIC ADDRESS:
2121 15th Avenue,
Invermere, BC

**DETAIL BUILDING FOUNDATION FOR STRATA
LOTS 29 TO 32**

BCGS : 82K.050



The intended plot size of this plan is
280 mm in width by 432 mm in height (B size)
when plotted at a scale of 1:200.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
Offsets to property lines are perpendicular thereto and are measured to the exterior face of the building foundation walls.

LEGEND:

denotes Limited Common Property
LCP for the Exclusive Use of Designated Strata Lot (p) denotes Parking
(c) denotes Common Property

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Job No. : 22IX0025

CAD FILE: 22IX025_ST1_PHL.DWG

Date: January 5th, 2023

Surveyed by: DRS

Drawn: NDW

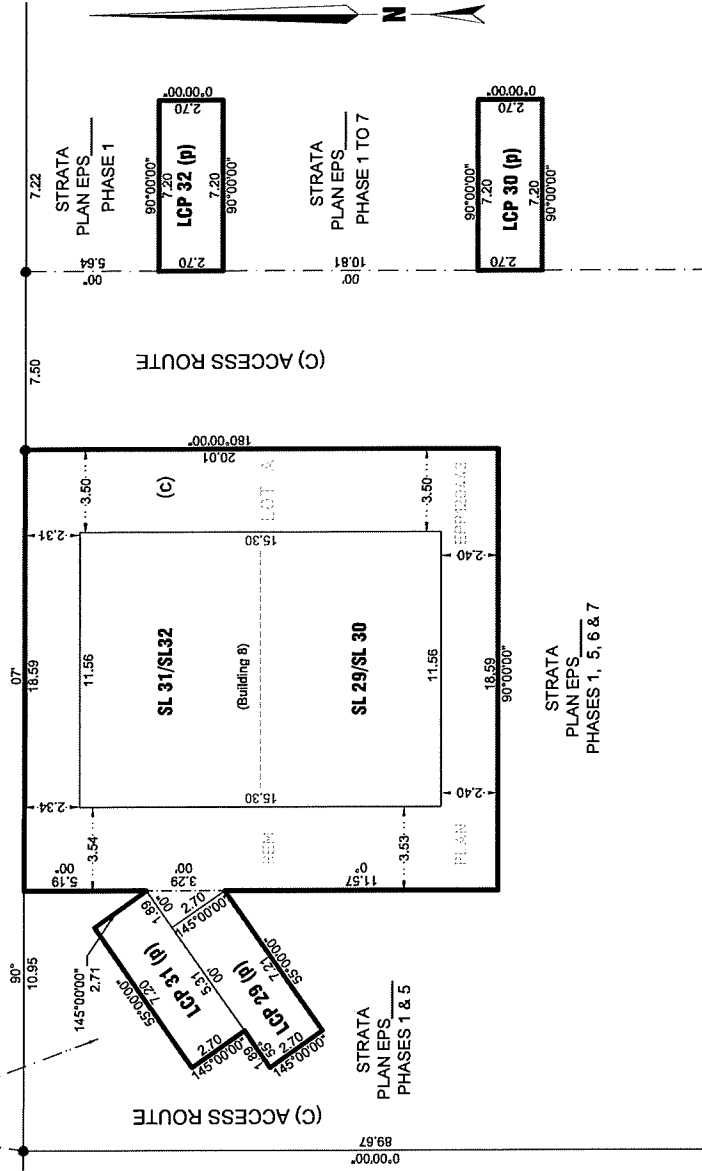
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**STRATA PLAN EPS
(PHASE 8) PRELIMINARY**

Sheet 2 of 6

PT#21

REM LOT A
PLAN EPP120443



Preliminary Plan Prepared
January 5th, 2023

STRATA LOTS 30 & 32
LOWER LEVEL

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:200.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

Section arrows on this plan point in the direction of view.

LEGEND: SL denotes Strata Lot
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
(c) denotes Common Property
m² denotes meters squared

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE : 22X0025_ST1_Phd.DWG

Date: January 5th, 2023

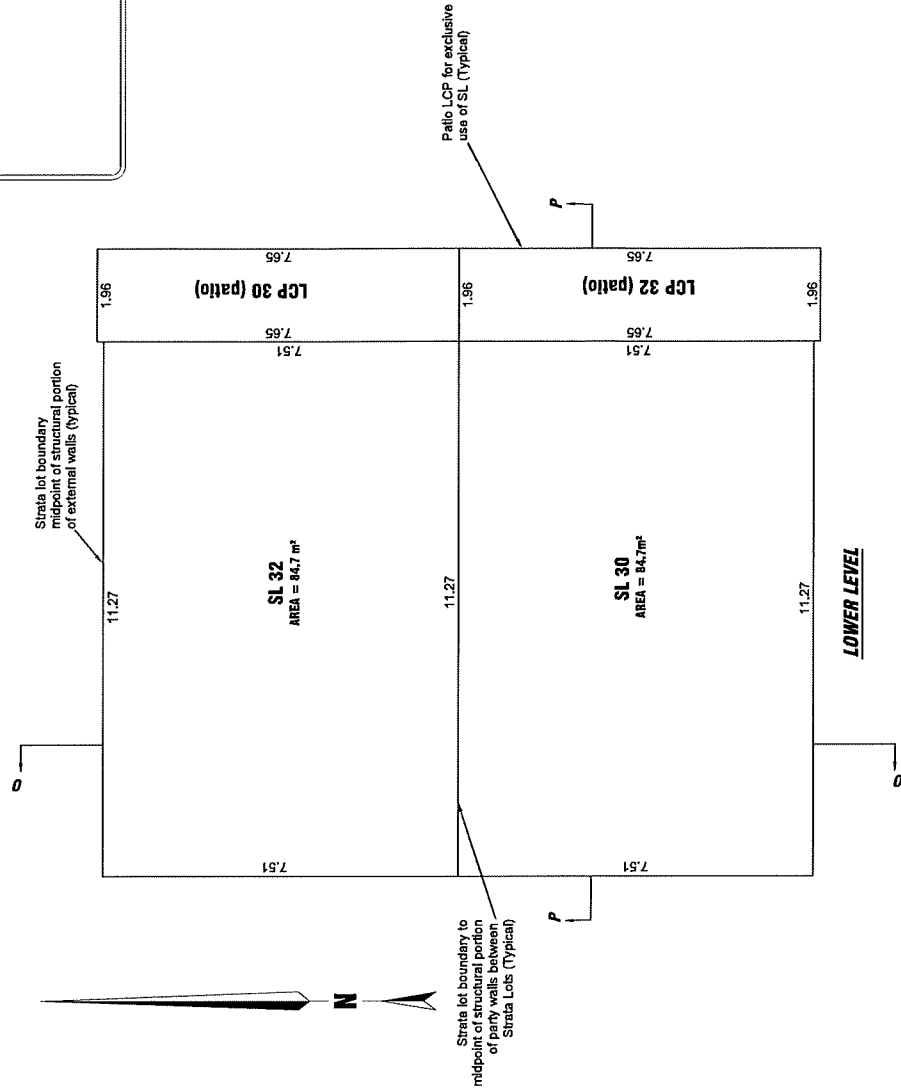
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS
(PHASE 8) PRELIMINARY

Sheet 3 of 6



Preliminary Plan Prepared
January 5th, 2023

STRATA LOTS 29 & 31
MAIN FLOOR

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.
All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, or where there is no floor above, by the average height of a strata lot within the same building unless otherwise indicated.
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.
Section arrows on this plan point in the direction of view.

LEGEND:

- SL denotes Strata Lot
- LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
- (c) denotes Common Property
- m² denotes meters squared

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Job No. : 22IX0025

CAD FILE: 22IX0025_STL_Phd.DWG

Date: January 5th, 2023

Surveyed : DRS

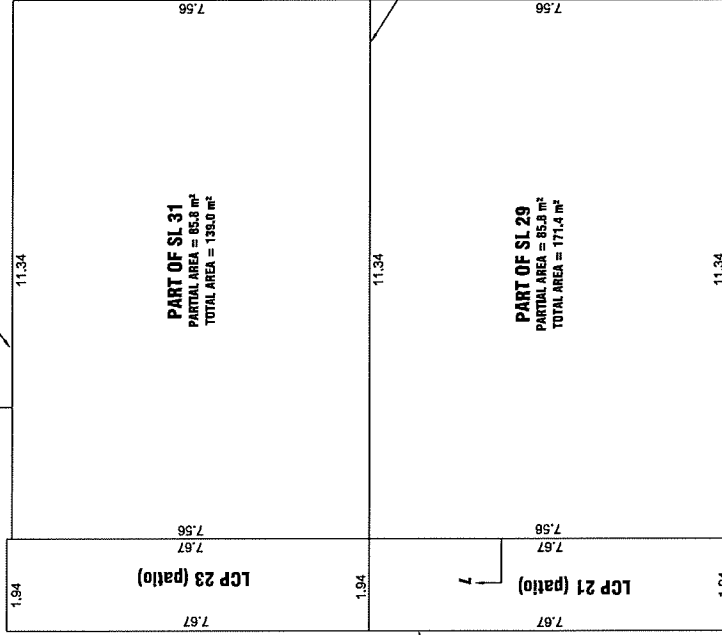
Drawn: NDW

Checked: ES/AB

STRATA PLAN EPS
(PHASE 8) PRELIMINARY

Sheet 4 of 6

Strata lot boundary midpoint of structural portion of exterior walls (Typical)



Strata lot boundary to midpoint of structural portion of party walls between Strata Lots (Typical)

Patio LCP for exclusive use of SL (Typical)

MAIN FLOOR

STRATA LOTS 29 & 31
SECOND FLOOR

BCGS : 82K.050



The intended plot size of this plan is 280 mm in width by 432 mm in height (B size) when plotted at a scale of 1:100.

NOTES:

LCP boundaries adjacent to a strata lot are defined by the centre line of the structural portion of exterior walls and where adjacent to common property are defined by the outermost edge of surface.

All LCP patios, decks and parking are defined as to height by the centre of the floor above of its extensions, where there are no floor above, by the average height of a strata lot within the same building unless otherwise indicated.

This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls and the midpoint between the structural portions of party walls between Strata Lots.

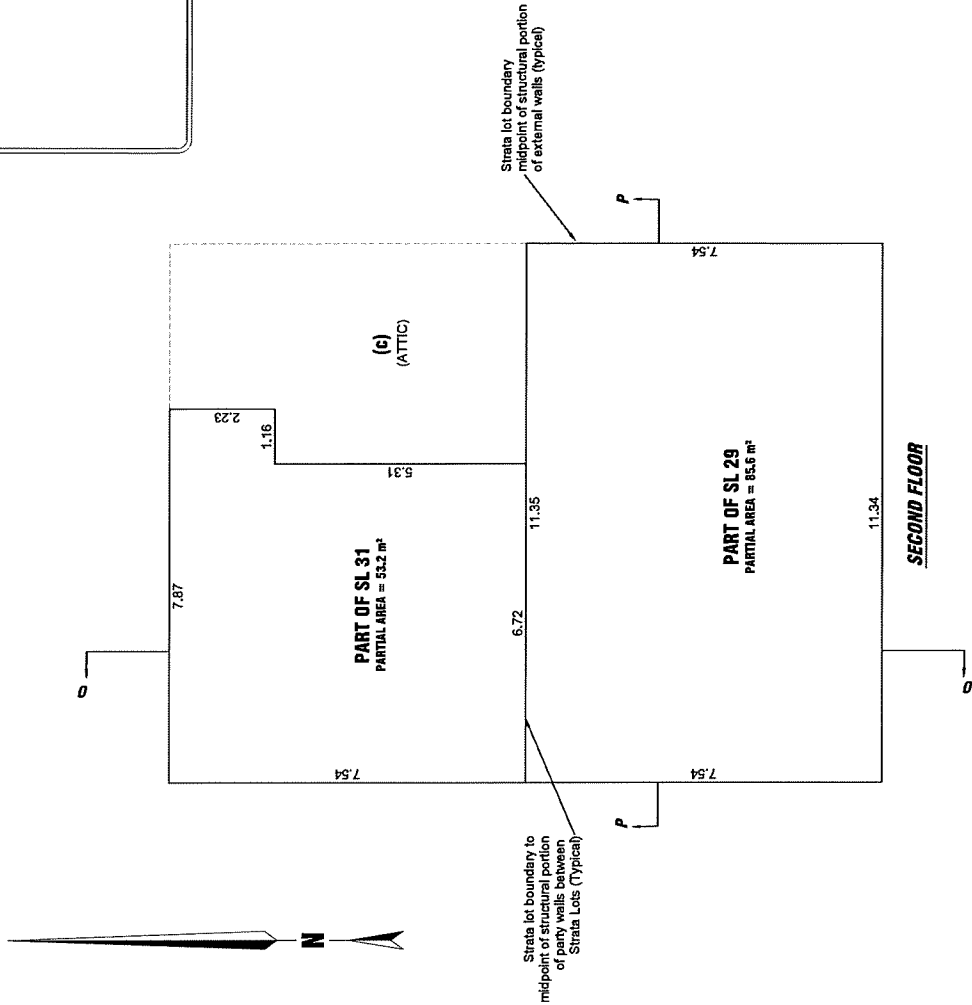
Section arrows on this plan point in the direction of view.

LEGEND:
SL denotes Strata Lot
LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
(c) denotes Common Property
m² denotes meters squared

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025
CAD FILE : 22IX0025_STL_PHS.DWG
Date: January 5th, 2023
Surveyed : DRS
Drawn: NDW
Checked: EG/AB

STRATA PLAN EPS
(PHASE 8) PRELIMINARY
Sheet 5 of 6



Strata lot boundary to midpoint of structural portion of external walls (typical)

Strata lot boundary to midpoint of structural portion of party walls between Strata Lots (Typical)

**STRATA LOTS 29 TO 32
CROSS SECTIONS**

BCGS : 82K.050



The intended plot size of this plan is
280 mm in width by 432 mm in height (B size)
when plotted at a scale of 1:100.

NOTES:
This Sheet shows Strata Lot boundary dimensions to the midpoint of the structural portion of the exterior walls
and the midpoint between the structural portions of party walls between Strata Lots.

LEGEND:

SL denotes Strata Lot
(c) denotes Common Property

GLOBAL RAYMAC LAND SURVEYING LTD.

1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22X0025_STI_PHS.DWG

Date: January 5th, 2023

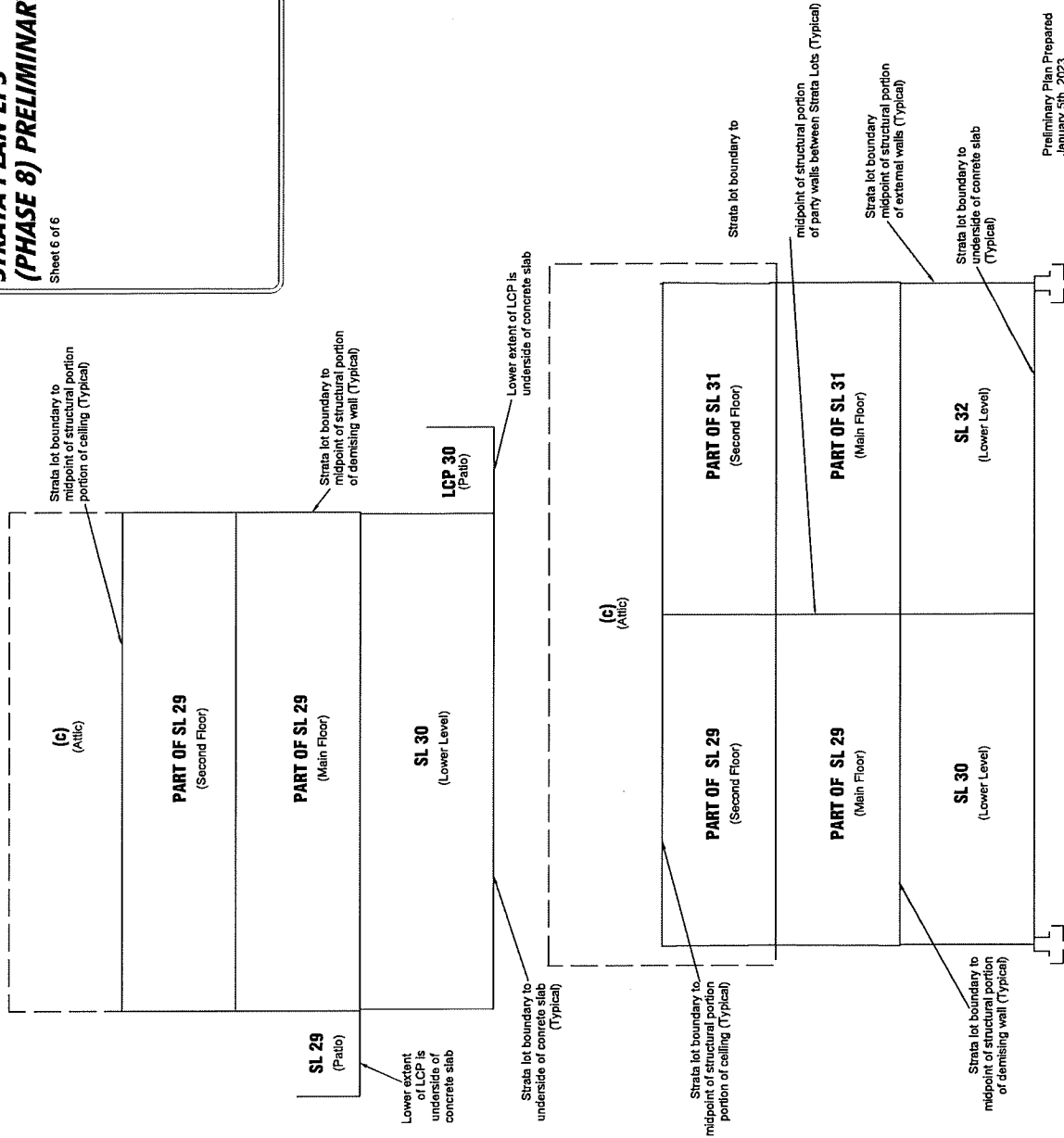
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

**STRATA PLAN EPS
(PHASE 8) PRELIMINARY**

Sheet 6 of 6



Preliminary Plan Prepared
January 5th, 2023

Exhibit E5

Filed Form V - Schedule of Unit Entitlement
Phase 1 and 2



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**

F: 13006

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**

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

- (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 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%
Total number of lots: 4			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: Sept 15, 2023

Chett

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

F: 13075

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

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:

- (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**
5	4	171.2	171	5.0%
6	3	84.7	85	2.5%
7	4	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

Date: Feb 12, 2024

Signature of Owner/Developer

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

Amended Form V - Schedule of Unit Entitlement
Phase 2

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:

- (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**
5	4A,5A,6A	138.6	139	4.0%
6	3	84.7	85	2.5%
7	4A,5A,6A	171.2	171	5.0%
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

Date: _____.

Signature of Owner Developer

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

Draft Form V - Schedule of Unit Entitlement
Phases 1-8

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:

- (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	TBD	138.6	139	4.0%
6	TBD	84.7	85	2.5%
7	TBD	171.2	171	5.0%
8	TBD	84.7	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		

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

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

Date: _____.

Signature of Owner Developer

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

Exhibit G5

**Strata Plan EPS 8541 “Pine Tree Valley” 2024/2025 Approved Budget
For the period ending March 31, 2025**

	April to August 2024	September 2024 to March 2025	
Revenues			
Residential Strata Fees	\$15,320.00	\$28,884.00	
Contingency Reserve Contributions	\$3,064.00	\$5,776.80	
Other Revenue	\$0.00	\$0.00	
TOTAL REVENUE	\$18,384.00	\$34,660.80	
Operating Expenses			
Repairs and Maintenance	\$500.00	\$1,000.00	
Landscaping	\$0.00	\$1,000.00	
Snow Removal	\$800.00	\$800.00	
Waste Removal	\$570.00	\$570.00	
General and Administrative			
Insurance	\$8,000.00	\$16,000.00	
Management	\$4,032.00	\$8,064.00	
Professional Fees	\$1,000.00	\$1,000.00	
Office Expenses	\$150.00	\$150.00	
Council Meeting Expenses	\$300.00	\$300.00	
Contingency Reserve Contribution	\$3,064.00	\$5,776.80	
TOTAL EXPENSES	\$18,416.00	\$34,660.80	

		Current	April to August 2024			Sept to March 2025		
Strata Lot #	Civic Address	Monthly strata fee	Unit Entitlement	8 units for Apr-Aug	MONTHLY	Unit Entitlement	16 units for Sept-Mar	MONTHLY
1	21 Pine Tree Way	\$140.70	85	10%	\$ 159.08	85	5%	\$ 147.19
2	22 Pine Tree Way	\$140.70	85	10%	\$ 159.08	85	5%	\$ 147.19
3	23 Pine Tree Way	\$140.70	85	10%	\$ 159.08	85	5%	\$ 147.19
4	24 Pine Tree Way	\$140.70	85	10%	\$ 159.08	85	5%	\$ 147.19
5	25 Pine Tree Way		139	17%	\$ 260.15	139	8%	\$ 240.70
6	26 Pine Tree Way		85	10%	\$ 159.08	85	5%	\$ 147.19
7	27 Pine Tree Way		171	21%	\$ 320.04	171	10%	\$ 296.11
8	28 Pine Tree Way		85	10%	\$ 159.08	85	5%	\$ 147.19
9	29 Pine Tree Way					56	3%	\$ 96.97
10	30 Pine Tree Way					55	3%	\$ 95.24
11	31 Pine Tree Way					172	10%	\$ 297.84
12	32 Pine Tree Way					85	5%	\$ 147.19
13	33 Pine Tree Way					139	8%	\$ 240.70
14	34 Pine Tree Way					85	5%	\$ 147.19
15	35 Pine Tree Way					171	10%	\$ 296.11
16	36 Pine Tree Way					85	5%	\$ 147.19

Strata Plan EPS 8541 - "Pine Tree Valley" Proposed Budget

	Phase 1 & 2 April to August 2024	Plus Phase 3 & 4 September 2024 to March 2025	Plus Phase 5 April 2025 to March 2026	Plus Phase 6 April 2025 to March 2026	Plus Phase 7 April 2025 to March 2026
Revenues	(12 month amounts)	(12 month amounts)			
Strata Fees	\$15,320.00	\$28,884.00	\$39,800.00	\$48,216.00	\$55,232.00
Contingency Reserve Contributions	\$3,064.00	\$5,776.80	\$9,950.00	\$12,054.00	\$13,808.00
Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUE	\$18,384.00	\$34,660.80	\$49,750.00	\$60,270.00	\$69,040.00
Operating Expenses					
Repairs and Maintenance	\$500.00	\$1,000.00	\$2,000.00	\$3,000.00	\$4,000.00
Landscaping	\$0.00	\$1,000.00	\$2,000.00	\$3,000.00	\$3,000.00
Snow Removal	\$800.00	\$800.00	\$1,600.00	\$2,000.00	\$2,000.00
Waste Removal	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00
General and Administrative					
Insurance	\$8,000.00	\$16,000.00	\$20,000.00	\$24,000.00	\$28,000.00
Management	\$4,032.00	\$8,064.00	\$10,080.00	\$12,096.00	\$14,112.00
Professional Fees/Accounting	\$1,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Office Expenses	\$150.00	\$150.00	\$250.00	\$250.00	\$250.00
Council Meeting Expenses	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Contingency Reserve Contributions	\$3,064.00	\$5,776.80	\$9,950.00	\$12,054.00	\$13,808.00
TOTAL OPERATING EXPENSES	\$18,416.00	\$34,660.80	\$49,750.00	\$60,270.00	\$69,040.00

	Plus Phase 8 April 2025 to March 2026
Revenues	
Strata Fees	\$61,248.00
Contingency Reserve Contributions	\$15,312.00
Other Revenue	\$0.00
TOTAL REVENUE	\$76,560.00
Operating Expenses	
Repairs and Maintenance	\$4,000.00
Landscaping	\$3,000.00
Snow Removal	\$2,000.00
Waste Removal	\$570.00
General and Administrative	
Insurance	\$32,000.00
Management	\$16,128.00
Professional Fees/Accounting	\$3,000.00
Office Expenses	\$250.00
Council Meeting Expenses	\$300.00
Contingency Reserve Contributions	\$15,312.00
TOTAL OPERATING EXPENSES	\$76,560.00

Current		Phase 1 & 2 April to August 2024			Plus Phase 3 & 4 September 2024 to March 2025			Plus Phase 5 April 2025 to March 2026			Plus Phase 6 April 2025 to March 2026			Plus Phase 7 April 2025 to March 2026			Plus Phase 8 April 2025 to March 2026								
Annual budget		\$ 18,416			\$ 34,661			\$ 49,750			\$ 60,270			\$ 69,040			\$ 76,560								
Strata Lot #	Monthly strata fee to Mar 31 2024	Strata Lot #	Unit Entitlement	Phase 1 & 2 April to August 2024	Total strata fees MONTHLY	Strata Lot #	Unit Entitlement	Plus Phase 3 & 4 September 2024 to March 2025	Total strata fees MONTHLY	Strata Lot #	Unit Entitlement	Plus Phase 5 April 2025 to March 2026	Total strata fees MONTHLY	Strata Lot #	Unit Entitlement	Plus Phase 6 April 2025 to March 2026	Total strata fees MONTHLY	Strata Lot #	Unit Entitlement	Plus Phase 7 April 2025 to March 2026	Total strata fees MONTHLY	Strata Lot #	Unit Entitlement	Plus Phase 8 April 2025 to March 2026	Total strata fees MONTHLY
1	\$140.70	1	85	10%	\$ 159.08	1	85	5%	\$ 147.19	1	85	4%	\$ 164.06	1	85	3%	\$ 162.45	1	85	3%	\$ 164.66	1	85	2%	\$ 157.19
2	\$140.70	2	85	10%	\$ 159.08	2	85	5%	\$ 147.19	2	85	4%	\$ 164.06	2	85	3%	\$ 162.45	2	85	3%	\$ 164.66	2	85	2%	\$ 157.19
3	\$140.70	3	85	10%	\$ 159.08	3	85	5%	\$ 147.19	3	85	4%	\$ 164.06	3	85	3%	\$ 162.45	3	85	3%	\$ 164.66	3	85	2%	\$ 157.19
4	\$140.70	4	85	10%	\$ 159.08	4	85	5%	\$ 147.19	4	85	4%	\$ 164.06	4	85	3%	\$ 162.45	4	85	3%	\$ 164.66	4	85	2%	\$ 157.19
5		5	139	17%	\$ 260.15	5	139	8%	\$ 240.70	5	139	6%	\$ 268.28	5	139	5%	\$ 265.65	5	139	5%	\$ 269.26	5	139	4%	\$ 257.05
6		6	85	10%	\$ 159.08	6	85	5%	\$ 147.19	6	85	4%	\$ 164.06	6	85	3%	\$ 162.45	6	85	3%	\$ 164.66	6	85	2%	\$ 157.19
7		7	171	21%	\$ 320.04	7	171	10%	\$ 296.11	7	171	8%	\$ 330.05	7	171	7%	\$ 326.81	7	171	6%	\$ 331.25	7	171	5%	\$ 316.23
8		8	85	10%	\$ 159.08	8	85	5%	\$ 147.19	8	85	4%	\$ 164.06	8	85	3%	\$ 162.45	8	85	3%	\$ 164.66	8	85	2%	\$ 157.19
9		9				9	56	3%	\$ 96.97	9	56	3%	\$ 108.09	9	56	2%	\$ 107.02	9	56	2%	\$ 108.48	9	56	2%	\$ 103.56
10		10				10	55	3%	\$ 95.24	10	55	3%	\$ 106.15	10	55	2%	\$ 105.11	10	55	2%	\$ 106.54	10	55	2%	\$ 101.71
11		11				11	172	10%	\$ 297.84	11	172	8%	\$ 331.98	11	172	7%	\$ 328.72	11	172	6%	\$ 333.19	11	172	5%	\$ 318.08
12		12				12	85	5%	\$ 147.19	12	85	4%	\$ 164.06	12	85	3%	\$ 162.45	12	85	3%	\$ 164.66	12	85	2%	\$ 157.19
13		13				13	139	8%	\$ 240.70	13	139	6%	\$ 268.28	13	139	5%	\$ 265.65	13	139	5%	\$ 269.26	13	139	4%	\$ 257.05
14		14				14	85	5%	\$ 147.19	14	85	4%	\$ 164.06	14	85	3%	\$ 162.45	14	85	3%	\$ 164.66	14	85	2%	\$ 157.19
15		15				15	171	10%	\$ 296.11	15	171	8%	\$ 330.05	15	171	7%	\$ 326.81	15	171	6%	\$ 331.25	15	171	5%	\$ 316.23
16		16				16	85	5%	\$ 147.19	16	85	4%	\$ 164.06	16	85	3%	\$ 162.45	16	85	3%	\$ 164.66	16	85	2%	\$ 157.19
17		17				17	171	8%	\$ 330.05	17	171	7%	\$ 326.81	17	171	6%	\$ 331.25	17	171	6%	\$ 331.25	17	171	5%	\$ 316.23
18		18				18	85	4%	\$ 164.06	18	85	3%	\$ 162.45	18	85	3%	\$ 162.45	18	85	3%	\$ 164.66	18	85	2%	\$ 157.19
19		19				19	139	6%	\$ 268.28	19	139	5%	\$ 265.65	19	139	5%	\$ 265.65	19	139	5%	\$ 269.26	19	139	4%	\$ 257.05
20		20				20	85	4%	\$ 164.06	20	85	4%	\$ 164.06	20	85	3%	\$ 162.45	20	85	3%	\$ 164.66	20	85	2%	\$ 157.19
21		21				21				21	171	7%	\$ 326.81	21	171	6%	\$ 331.25	21	171	6%	\$ 331.25	21	171	5%	\$ 316.23
22		22				22				22	85	3%	\$ 162.45	22	85	3%	\$ 162.45	22	85	3%	\$ 164.66	22	85	2%	\$ 157.19
23		23				23				23	139	5%	\$ 265.65	23	139	5%	\$ 265.65	23	139	5%	\$ 269.26	23	139	4%	\$ 257.05
24		24				24				24	85	3%	\$ 162.45	24	85	3%	\$ 162.45	24	85	3%	\$ 164.66	24	85	2%	\$ 157.19
25		25				25				25				25	86	3%	\$ 166.59	25	86	3%	\$ 166.59	25	86	2%	\$ 159.04
26		26				26				26				26	85	3%	\$ 164.66	26	85	3%	\$ 164.66	26	85	2%	\$ 157.19
27		27				27				27				27	86	3%	\$ 166.59	27	86	3%	\$ 166.59	27	86	2%	\$ 159.04
28		28				28				28				28	85	3%	\$ 164.66	28	85	3%	\$ 164.66	28	85	2%	\$ 157.19
29		29				29				29				29				29			29	171	5%	\$ 316.23	
30		30				30				30				30				30			30	85	2%	\$ 157.19	
31		31				31				31				31				31			31	139	4%	\$ 257.05	
32		32				32				32				32				32			32	85	2%	\$ 157.19	

Exhibit J5

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

Date of Offer: __ day of _____, 202__.

Vendor: 1345408 B.C. LTD.

Vendor's Solicitor: Columbia Valley Law Corporation
 Box 639, 1309 – 7th Avenue, Invermere, BC V0A 1K0
 reception@columbialegal.ca

Purchaser:

Name(s) and Occupation(s)

Mailing Address(es)

Telephone Number(s)

Email Address(es)

Purchaser's Solicitor:

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

Property:

1. The Purchaser hereby offers to purchase from the Vendor on the terms and conditions contained in this Agreement, including those terms and conditions set forth in any Schedule to this 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

- b. The following: range, fridge, dishwasher, washer, and dryer (the “Appliances”)

(collectively, the “Strata Lot”).

Purchase Price:

2. The Purchase Price for the Strata Lot is \$ _____ (the “Purchase Price”). The Purchase Price does not include Goods and Services Tax and other applicable taxes.
3. The portion of the Purchase Price allocated to the Appliances is \$ _____.

Deposit:

4. The Purchaser shall pay an initial deposit of \$ _____ (the “Initial Deposit”) upon submission of this Agreement to the Vendor. The Initial Deposit shall be fully refundable to the Purchaser if this Agreement is not executed by the Vendor and delivered to the Purchaser on or before the Acceptance Date set out herein.
5. The Purchaser shall pay a second deposit in the amount of \$ _____ (the “Second Deposit”). The Initial Deposit plus the Second Deposit shall not exceed 10% of the Purchase 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
 - b. 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.
9. 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 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 Vendor 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.
2. 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.

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 B5** 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. Variation in Square Footage: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by 5% without compensation to the Purchaser. If the Strata Lot varies by more than 5% to the disadvantage of the Purchaser, 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 B5** to the Disclosure Statement. For greater clarity, there will be no adjustment made in respect of the first 5% of square footage variance, but only in respect of that portion of the strata lot which varies to the disadvantage of the Purchaser by more than 5%.
10. Municipal Services: The Purchaser acknowledges that the Development, including the Strata Lot, may include service facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development, such as transformers, fire hydrants, vents, ducts, fans and other such facilities and equipment. These service facilities will be located within the Development and the Strata Lot as required by municipal

authorities and any other government authorities having jurisdiction. The Purchaser acknowledges the current plans for the Development and the Strata Lot may not indicate the location of all such service facilities and the Vendor reserves the right to amend all or a portion of the service facilities as is deemed necessary by the Vendor, without compensation to the Purchaser.

11. Inspection:

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

12. Transaction Documents:

- a. The Purchaser shall prepare a Form A Transfer, a Statement of Adjustments without any notes to the Statement of Adjustments, and other documents reasonably required by the Vendor's Solicitor (the "Closing Documents") and deliver them to the Vendor at least five days prior to the Completion Date. No other documents will be accepted by the Vendor.
- b. Where property taxes for the Strata Lot are based on an estimated amount, the Vendor and the Purchaser shall make any further adjustments necessary upon receipt of the current tax levy notice.
- c. The Purchaser shall bear all costs of preparation and registration of the Closing Documents and delivery of the purchase monies to the Vendor.

13. No Interest in Land: Neither this Agreement nor any interest in the Strata Lot created hereunder shall be registered in the applicable Land Title Office except for the Form A transfer of the Strata Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.
14. Civic Address: The civic address and strata lot numbers relating to the Strata Lot are subject to change at the discretion of the Vendor without compensation to the Purchaser. If the Strata Lot numbering varies from that set out in **Exhibit B5** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
15. Time of the Essence: Time will be of the essence hereof and unless the balance of the Purchase Price and all applicable taxes and adjustments are paid on or before the Completion Date, the Vendor may at the Vendor's option terminate this Agreement, and in such event the Deposit will be absolutely forfeited to the Vendor, without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.
16. Risk: The Strata Lot will be at the risk of the Vendor until the Completion Date and thereafter at the risk of the Purchaser.
17. Assignment:
 - a. The Purchaser 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. Tender: Tender or payment of monies under this Agreement shall be by bank draft or by solicitor's or notary's trust cheque unless otherwise agreed to in writing by the parties.
20. Notices: Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by registered mail to the Vendor or the Vendor's Solicitor or to the Purchaser or the Purchaser's Solicitor as the case may be, at the above address. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail then on the day of transmission, and if mailed, then on the date recorded as the date of delivery by the postal service.
21. Voting on Certain Resolutions: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting 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. Number and Gender: All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.
23. Binding Effect: This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. All covenants and agreements herein will survive the Completion Date and not merge.
24. Entire Agreement:
 - a. This Agreement is the entire agreement between the parties with respect to the purchase and sale of the Strata Lot and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material

including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-forms provided to the Purchaser other than those contained in this Agreement or in the Disclosure Statement and any amendments to the Disclosure Statement.

- b. This Agreement may not be altered or amended except by an amendment in writing signed by both parties. The Purchaser hereby waives the right of the Purchaser to pursue any action in negligent misrepresentation or collateral contract against the Vendor arising from any marketing activity of the Vendor as set out above.

25. 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. Major Delays: 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. Governing Law: It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof will be governed and construed in accordance with the laws of the Province of British Columbia.
28. Waiver: A waiver by either party of the strict performance by the other of any provision of this agreement will not constitute waiver of any subsequent breach of such provision or any other provision of this agreement.
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.
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. Legal Advice: 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. Construction of Agreement: This Agreement shall be construed as though the parties participated equally in drafting it. Any rule of construction that a document be construed against the drafting party, including the *contra proferentem* doctrine, shall not apply to the construction of this Agreement.
33. Execution: This Agreement may be executed and delivered electronically and in counterpart.

Schedule B

Acknowledgment of Disclosure Statement Receipt

1. 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. 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;
 - e. the Fourth Amendment to the Disclosure Statement dated March 15, 2024; and
 - f. the Fifth Amendment to the Disclosure Statement dated March 29, 2024;(the “Disclosure Statement”);

And/Or if the Acceptance Date for the Agreement is after March 29, 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 29, 2024, or the Disclosure Statement as defined herein.

3. 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.
4. 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 Purchaser’s name:

Print Purchaser’s name:

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

Date of Offer: __ day of _____, 202__.

Vendor: 1345408 B.C. LTD.

Vendor's Solicitor: Columbia Valley Law Corporation
 Box 639, 1309 – 7th Avenue, Invermere, BC V0A 1K0
 reception@columbialegal.ca

Purchaser:

Name(s) and Occupation(s)

Mailing Address(es)

Telephone Number(s)

Email Address(es)

Purchaser's Solicitor:

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

Property:

1. The Purchaser hereby offers to purchase from the Vendor on the terms and conditions contained in this Agreement, including those terms and conditions set forth in any Schedule to this Agreement, the following property:
 - a. A strata lot located within the development known as Pinetree Valley Development - Pinetree Meadows (the “Development”) and legally described as:

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
 - b. The following: range, fridge, dishwasher, washer, and dryer (the “Appliances”) (collectively, the “Strata Lot”).

Purchase Price:

2. The Purchase Price for the Strata Lot is \$ _____ (the “Purchase Price”). The Purchase Price does not include Goods and Services Tax and other applicable taxes.
3. The portion of the Purchase Price allocated to the Appliances is \$ _____.

Deposit:

4. The Purchaser shall pay an initial deposit of \$ _____ (the “Initial Deposit”) upon submission of this Agreement to the Vendor. The Initial Deposit shall be fully refundable to the Purchaser if this Agreement is not executed by the Vendor and delivered to the Purchaser on or before the Acceptance Date set out herein.
5. The Purchaser shall pay a second deposit in the amount of \$ _____ (the “Second Deposit”). The Initial Deposit plus the Second Deposit shall not exceed 10% of the Purchase 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
 - b. 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.
9. 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:

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 Vendor this ___ day of _____ 202__.

1345408 B.C. LTD.

Per: _____
Authorized signatory

Witness:

SCHEDULE A
ADDITIONAL TERMS AND CONDITIONS

1. Completion Date:

- a. The purchase and sale of the Strata Lot shall complete on _____, _____, _____ (the “Completion Date”).
- b. Completion shall occur as follows:
 - i. the Purchaser’s lawyer shall prepare the conveyance documents and send them to the Vendor’s lawyer;
 - ii. 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
 - iii. 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. 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.
 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 B5** 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. Variation in Square Footage: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by 5% without compensation to the Purchaser. If the Strata Lot varies by more than 5% to the disadvantage of the Purchaser, 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 B5** to the Disclosure Statement. For greater clarity, there will be no adjustment made in respect of the first 5% of square footage variance, but only in respect of that portion of the strata lot which varies to the disadvantage of the Purchaser by more than 5%.
10. Municipal Services: The Purchaser acknowledges that the Development, including the Strata Lot, may include service facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development, such as transformers, fire hydrants, vents, ducts, fans and other such facilities and equipment. These service facilities will be located within the Development and the Strata Lot as required by municipal authorities and any other government authorities having jurisdiction. The Purchaser acknowledges the current plans for the Development and the Strata Lot may not indicate the location of all such service facilities and the Vendor reserves the right to amend all or a portion of the service facilities as is deemed necessary by the Vendor, without compensation to the Purchaser.
11. Inspection:
 - a. The Vendor and the Purchaser, or their designated representatives, may make an inspection of the Strata Lot for deficiencies. The Strata Lot shall be inspected at a reasonable time designated by the Vendor prior to the Completion Date.
 - b. At the conclusion of such inspection, a list of any defects or deficiencies shall be prepared including the dates by which corrections are to occur (the “Deficiency List”). The Vendor and the Purchaser shall sign the Deficiency List and the Purchaser shall be deemed to have accepted the physical condition of the Strata Lot subject only to the listed deficiencies.
 - c. The Purchaser hereby acknowledges and agrees that neither the Purchaser nor its representative for inspection, other representatives, agents or assigns shall be allowed access to the Strata Lot except for the purposes of this inspection prior to the Completion Date, except with the express written authorization of the Vendor.
 - d. If the Purchaser and the Vendor cannot agree on any matter whatsoever relating to a deficiency, the decision of the architect for the Development will be final and binding upon the parties, and no appeal will lie to any court in respect of such alleged deficiency.

12. Transaction Documents:

- a. The Purchaser shall prepare a Form A Transfer, a Statement of Adjustments without any notes to the Statement of Adjustments, and other documents reasonably required by the Vendor's Solicitor (the "Closing Documents") and deliver them to the Vendor at least five days prior to the Completion Date. No other documents will be accepted by the Vendor.
 - b. Where property taxes for the Strata Lot are based on an estimated amount, the Vendor and the Purchaser shall make any further adjustments necessary upon receipt of the current tax levy notice.
 - c. The Purchaser shall bear all costs of preparation and registration of the Closing Documents and delivery of the purchase monies to the Vendor.
13. No Interest in Land: Neither this Agreement nor any interest in the Strata Lot created hereunder shall be registered in the applicable Land Title Office except for the Form A transfer of the Strata Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.
14. Civic Address: The civic address and strata lot numbers relating to the Strata Lot are subject to change at the discretion of the Vendor without compensation to the Purchaser. If the Strata Lot numbering varies from that set out in **Exhibit B5** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
15. Time of the Essence: Time will be of the essence hereof and unless the balance of the Purchase Price and all applicable taxes and adjustments are paid on or before the Completion Date, the Vendor may at the Vendor's option terminate this Agreement, and in such event the Deposit will be absolutely forfeited to the Vendor, without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.
16. Risk: The Strata Lot will be at the risk of the Vendor until the Completion Date and thereafter at the risk of the Purchaser.
17. Assignment:
- a. The Purchaser 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. Tender: Tender or payment of monies under this Agreement shall be by bank draft or by solicitor's or notary's trust cheque unless otherwise agreed to in writing by the parties.
20. Notices: Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by registered mail to the Vendor or the Vendor's Solicitor or to the Purchaser or the Purchaser's Solicitor as the case may be, at the above address. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail then on the day of transmission, and if mailed, then on the date recorded as the date of delivery by the postal service.
21. Voting on Certain Resolutions: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting 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. Number and Gender: All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.
23. Binding Effect: This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. All covenants and agreements herein will survive the Completion Date and not merge.
24. Entire Agreement:
- a. This Agreement is the entire agreement between the parties with respect to the purchase and sale of the Strata Lot and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-forms provided to the Purchaser other than those contained in this Agreement or in the Disclosure Statement and any amendments to the Disclosure Statement.
 - b. This Agreement may not be altered or amended except by an amendment in writing signed by both parties. The Purchaser hereby waives the right of the Purchaser to pursue any action in negligent misrepresentation or collateral contract against the Vendor arising from any marketing activity of the Vendor as set out above.
25. 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. Major Delays: 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. Governing Law: It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof will be governed and construed in accordance with the laws of the Province of British Columbia.
- 28. Waiver: A waiver by either party of the strict performance by the other of any provision of this agreement will not constitute waiver of any subsequent breach of such provision or any other provision of this agreement.
- 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.
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. Legal Advice: 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. Construction of Agreement: This Agreement shall be construed as though the parties participated equally in drafting it. Any rule of construction that a document be construed against the drafting party, including the *contra proferentem* doctrine, shall not apply to the construction of this Agreement.
33. Execution: This Agreement may be executed and delivered electronically and in counterpart.

Schedule B

Acknowledgment of Disclosure Statement Receipt

1. 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. 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;
 - e. the Fourth Amendment to the Disclosure Statement dated March 15, 2024; and
 - f. the Fifth Amendment to the Disclosure Statement dated March 29, 2024;(the "Disclosure Statement");

And/Or if the Acceptance Date for the Agreement is after March 29, 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 29, 2024, or the Disclosure Statement as defined herein.

3. 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.
4. 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 Purchaser's name:

Print Purchaser's name:

