

1345408 B.C. LTD.

**CONSOLIDATED DISCLOSURE STATEMENT**

**Pinetree Valley Development – Pinetree Meadows**

**DATE OF THIS CONSOLIDATED DISCLOSURE STATEMENT:** March 15, 2024

**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

**DEVELOPER:** 1345408 B.C. Ltd. (the “Developer”)

**ADDRESS FOR SERVICE:** Box 639, 1309 – 7<sup>th</sup> 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 is a Consolidated Disclosure Statement filed pursuant to the *Real Estate Development Marketing Act*."**

**"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.**

## Contents

RIGHT OF RESCISSION .....	2
1. The Developer .....	6
2. General Description .....	7
2.1 General Description of the Development .....	7
2.2 Permitted Use .....	8
2.3 Phasing .....	8
3. Strata Information .....	9
3.1 Unit Entitlement .....	9
3.2 Voting Rights .....	9
3.3 Common Property and Facilities .....	9
3.4 Limited Common Property .....	9
3.5 Bylaws .....	10
3.6 Parking .....	10
3.7 Furnishings and Equipment .....	11
3.8 Budget .....	11
3.9 Utilities and Services .....	11
3.10 Strata Management Contracts .....	11
3.11 Insurance .....	11
4. Title and Legal Matters .....	12
4.1 Legal Description .....	12
4.2 Ownership .....	12
4.3 Existing Encumbrances and Legal Notations .....	13
4.4 Proposed Encumbrances .....	16
4.5 Outstanding or Contingent Litigation or Liabilities .....	16
4.6 Environmental Matters .....	16
5. Construction and Warranties .....	16
5.1 Construction Dates .....	16
5.2 Warranties .....	17

5.3 Previously Occupied Building .....	17
6. Approvals and Finances .....	18
6.1 Development Approval .....	18
6.2 Construction Financing .....	18
7. Miscellaneous .....	18
7.1 Deposits.....	18
7.2 Purchase Agreement .....	18
7.3 Developer’s Commitments .....	27
7.4 Other Material Facts.....	28
Signatures .....	28

## List of Exhibits

<b>EXHIBIT</b>	<b>DESCRIPTION</b>
A2	Proposed Strata Phasing Plan
B4	Strata Plan EPS8541 Phase 1 and Phase 2; and Proposed Phases 1-8 Strata Plans
C4	Architectural Designs for Phases 1 – 2; and Architectural Designs for Proposed Phases 3-6
D3	Filed Form P – Phased Strata Plan Declaration
E4	Filed Form V – Schedule of Unit Entitlement Phase 1 and 2; and draft Form V – Schedule of Unit Entitlement Phases 1-8
F1	Filed Strata Corporation Bylaws
G4	Estimated Operating Budget and estimated Monthly Strata Fee Assessment
I	Development Permit No.22.01
J4	Purchase Agreement for Pre-Title and Post-Title strata lots
K1	Encumbrances
L	Phases 1-4 Building Permit
M	Storm Drainage Plan
N	Strata Management Contract and the Assignment of the Strata Management Contract

## 1. The Developer

- 1.1 1345408 B.C. Ltd. was incorporated in British Columbia on January 31, 2022, under the incorporation number BC1345408.
- 1.2 The Developer was incorporated specifically for the purpose of developing the strata lots and has assets other than the development property itself.
- 1.3 The address of the registered and records office for the Developer is Box 639, 1309 – 7<sup>th</sup> Avenue, Invermere, BC V0A 1K0.

1.4 The directors of the Developer are:

- a) Christine Scott; and
- b) Max Graham.

1.5 The directors of the Developer have the following experience in the development industry:

- a) Christine Scott is an experienced builder who has been building townhouse developments in Red Deer with Avalon Central Alberta since 1997, in Calgary with Avalon Master Builder since the early 2000's, and in Invermere with Generation Homes since 2020. Christine recently worked with BC Housing to develop 30 homes in the Farmhouse development in downtown Invermere.

Max D. Graham, CPA, CA, MBA is the financial lead for the development. Max has over 10 years of experience in real estate, starting with Deloitte LLP where he obtained the Chartered Accountant designation. This experience was followed by 7 years at two national real estate investment trusts where he is currently a senior leader. Max is skilled in the areas of accounting, finance, budgeting and forecasting, and the fundamentals of the real estate cycle.

- b) Neither the Developer, nor any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the ten years before the date of the Developer's declaration attached to the disclosure statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- c) Neither the Developer nor any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to the disclosure statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

- d) No director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five years prior to the date of the Developer's declaration attached to the disclosure statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer
- (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
  - (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 There are no existing or potential conflicts of interest among the developer, manager, any directors, officers and principal holders of the developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the developer, manager or holders of the development units in connection with the development which could reasonably be expected to affect the purchaser's purchase decision.

## 2. General Description

### 2.1 General Description of the Development

The Development is located in the District of Invermere. The parent parcel of the Development is described as Lot A District Lot 1092 Kootenay District Plan EPP120443, PID: 032-005-121 (the "Parent Parcel"). The civic address of the Development is 2128 15<sup>th</sup> Ave., Invermere, B.C. V0A 1K4. Upon completion, the Development will consist of 8 phases with 4 strata lots in each phase, for a total of 32 strata lots. In each phase, the Developer will construct one building comprised of 4 condos.

The Developer registered Phase 1 of the strata plan on October 06, 2023, creating Strata Lots 1 to 4 and Strata Corporation EPS8541. The Developer registered Phase 2 of the strata plan on February 12, 2024, creating Strata Lots 5 to 8. A copy of the registered Phase 1 and Phase 2 strata plan under Strata Plan EPS8541 is attached as part of **Exhibit B4**.

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

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

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

The Developer owns the lands adjacent to the Development and intends to develop an additional 68 strata lots as affordable housing. The Development is to be part of a community that will be called Pine Tree Valley. Upon completion, the Pine Tree Valley community will have 32 strata lots and 68 affordable housing strata lots.

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

## **2.2 Permitted Use**

The development property is zoned for R-3 Cluster Development, Medium Density. R-3 permitted uses include single-family dwellings, cluster residential developments, multiple family dwellings, row houses and town houses, and certain accessory uses. Permitted accessory uses include home based businesses and buildings and structures accessory to a permitted use.

The R-3 bylaw sets out minimum parcel sizes, minimum setbacks, maximum heights for dwellings and accessory buildings, maximum parcel coverage, and minimum horizontal dimensions.

The District of Invermere zoning bylaws can be found on the district's website, [www.invermere.net](http://www.invermere.net).

The consolidated zoning bylaw can be found here:

<https://invermere.civicweb.net/filepro/documents/20334/?preview=20335>.

Further information regarding zoning requirements and permissible uses can be obtained from the District of Invermere Planning Department at Box 339, 914 – 8<sup>th</sup> Avenue, Invermere, BC V0A, 250-342-9281.

## **2.3 Phasing**

The Development is part of a phased strata plan. A phased strata plan is a development that is constructed and completed in parts, but all parts will become one strata corporation.

The Development includes 32 potential strata lots, which will be developed in 8 phases with 4 strata lots being constructed in each phase. Development Permit No.22.01 was issued by the approving officer for the District of Invermere for all 8 phases.

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

A Form P – Phased Strata Plan has been filed at the Land Title Office under CB936755. A copy of the filed Form P is attached as **Exhibit D3**. In accordance with the filed Form P, the Developer has constructed the strata lots in phase 1. The Developer will elect to proceed with the subsequent phases of the Development in accordance with the filed Form P. The Developer is entitled not to proceed with subsequent phases.

Circumstances may arise in the future where the Developer must request the assistance of the strata corporation to vote in favour of certain amendments to the Form P - Phased Strata Plan Declaration with respect to 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 contract of purchase and sale provides that the Purchaser agrees to vote in favour of any



resolution requested by the Developer 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 Developer, to deliver to the Developer in advance of such meeting, its written proxy so the Developer may exercise such votes on the Purchaser's behalf. In the absence of such a proxy, the Vendor may present the contract of purchase and sale to the meeting as evidence of the Purchaser's proxy in favour of the Developer and the Developer's unfettered discretion to exercise the Purchaser's proxy on these matters.

### 3. Strata Information

#### 3.1 Unit Entitlement

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

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

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

#### 3.2 Voting Rights

Each strata lot will have one vote in the strata corporation.

#### 3.3 Common Property and Facilities

The roadways, exterior grounds and surfaces, mechanical areas, and garbage facilities in the Development as shown on Strata Plan EPS8541 Phase 1 and Phase 2 and Proposed Phases 1 to 8 Strata Plans attached as **Exhibit B4** are common property of the Development.

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

#### 3.4 Limited Common Property

Limited Common Property is an area within the common property that may be used exclusively by one or more strata lot owners and any additional maintenance expense created thereby will be paid by that owner.

Each strata lot will have:

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

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

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

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

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

### **3.5 Bylaws**

The Developer has filed an Owner Developers' Notice of Different Bylaws. The strata corporation's filed bylaws are attached **Exhibit F1**.

Bylaw 3(1) prohibits a strata lot owner from using a strata lot, the common property, or the common assets in a way that:

- (a) causes a nuisance or hazard to another person,
- (b) causes unreasonable noise,
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (d) is illegal, or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

Bylaw 3(4) limits the number of pets that may be kept on a strata lot to the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) up to 2 dogs;
- (e) up to 2 cats.

### **3.6 Parking**

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

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

### **3.7 Furnishings and Equipment**

The purchase price for a strata lot includes a fridge, range, dishwasher, washer, and dryer.

### **3.8 Budget**

The strata corporation will be responsible for paying for the following services:

- (a) Maintenance of the roadways, including snow clearing;
- (b) Landscaping the common property;
- (c) Maintenance, inspection, and repair of the storm management system; and
- (d) Repair and maintenance of the structure and exterior of the buildings including exterior stairs, decks, railings, doors, windows, and any other object which is affixed to the exterior of the buildings.

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

The Developer has amended the estimated operating budget and schedule showing how the budget will be allocated amongst the individual strata lot owners. A copy of the estimated operating budget and schedule are attached as **Exhibit G4**.

### **3.9 Utilities and Services**

- (a) The District of Invermere provides water, sewerage and fire protection to the Development.
- (b) Electricity will be supplied to the Development by BC Hydro and Power Authority. Electricity will be separately metered for each strata lot.
- (c) No natural gas will be supplied to the Development.
- (d) Telephone service will be supplied by either Telus Communications Inc. or Shaw Cablesystems Limited at the expense of each strata lot owner.
- (e) Each strata lot can be accessed via an access road connected to Pine Tree Road.

### **3.10 Strata Management Contracts**

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

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

### **3.11 Insurance**

As required by the *Strata Property Act*, the Developer will place the following coverage on behalf of the Strata Corporation upon registration of the strata plan:

- (a) Full replacement insurance on the buildings shown on the strata plan, the common property, and the common assets;
- (b) Liability insurance in respect of property damage and bodily injury in an amount not less than \$2,000,000.

Strata lot owners will be responsible for insuring the contents of their strata lot and for obtaining general liability insurance.

## 4. Title and Legal Matters

### 4.1 Legal Description

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

PID: 032-005-121

Legal: Lot A District Lot 1092 Kootenay District Plan EPP120443

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

PID: [ ... ]

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

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

PID: 032-005-121

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

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

PID: [ ... ]

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

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

PID: 032-005-121

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

(the "Remainder Lot")

### 4.2 Ownership

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

### 4.3 Existing Encumbrances and Legal Notations

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

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

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

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

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

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

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

<b>Legal Notation</b>	<b>Strata Common Property</b>	<b>Strata Lot 2</b>	<b>Strata Lot 6</b>	<b>Remainder Lot</b>
Easement CB924742	X	X	X	X
Phased Strata Plan Declaration (Form P) CB936755	X	X	X	X
Easement CB979726			X	X

<b>Charges, Liens, and Interests</b>	<b>Strata Common Property</b>	<b>Strata Lot 2</b>	<b>Strata Lot 6</b>	<b>Remainder Lot</b>
Covenant CA1641649	X	X	X	X
Statutory Right of Way CB155429	X	X	X	X
Statutory Right of Way CB155430	X	X	X	X
Easement CB924743	X	X	X	X
Covenant CB924745	X	X	X	X
Easement CB979726	X			

Legal Notations:

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

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

Charges, Liens and Interests:

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

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

#### **4.4 Proposed Encumbrances**

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

#### **4.5 Outstanding or Contingent Litigation or Liabilities**

There is no outstanding or contingent litigation or liabilities in respect of the Development or against the Developer that may affect the strata corporation or the strata lot owners.

#### **4.6 Environmental Matters**

A portion of the Lands falls within the District of Invermere Hazardous Slopes Development Permit Area. The Developer has obtained a geotechnical report certified by a professional engineer (the "Geotechnical Report") and will develop the lands in accordance with the construction recommendations set out in the Geotechnical Report.

Other than these geotechnical matters, the Developer is not aware of any dangers relating to flooding or conditions of the subsoil.

### **5. Construction and Warranties**

#### **5.1 Construction Dates**

For the purposes of this section:

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

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

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

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

More generally, the estimated date ranges are as follows:

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



- (c) Phase 4: the Developer has commenced construction, and the estimated date range to complete construction is between November 30, 2024, and February 29, 2025.
- (d) Phase 3: the Developer has commenced construction, and the estimated date range to complete construction is between April 01, 2025, and July 01, 2025.
- (e) Phase 5: the estimated date range to commence construction is between October 31, 2024, and January 31, 2025, and the estimated date range to complete construction is between October 31, 2025, and January 31, 2026.
- (f) Phase 6: the estimated date range to commence construction is between October 31, 2024, and January 31, 2025, and the estimated date range to complete construction is between October 31, 2025, and January 31, 2026.
- (g) Phase 7: the estimated date range to commence construction is between April 30, 2025, and July 31, 2025, and the estimated date range to complete construction is between April 30, 2026, and July 31, 2026.
- (h) Phase 8: the estimated date range to commence construction is between April 30, 2025, and July 31, 2025, and the estimated date range to complete construction is between April 30, 2026, and July 31, 2026.

## **5.2 Warranties**

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

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

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

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

## **5.3 Previously Occupied Building**

This section is not applicable.

## 6. Approvals and Finances

### 6.1 Development Approval

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

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

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

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

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

### 6.2 Construction Financing

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

## 7. Miscellaneous

### 7.1 Deposits

All deposits and other monies received shall be held in the trust account of the Vendor's solicitor, Columbia Valley Law Corporation, in the manner required under the *Real Estate Development Marketing Act*.

### 7.2 Purchase Agreement

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

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

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

## **Pre-Title Purchase Agreements**

### **7.2.1 Termination Provisions:**

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

- 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.

### 7.2.3 Deposit Interest Provisions

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

### 7.2.4 Other Provisions of the Agreement

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

8. Strata Lot Plans: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as **Exhibit B4** to the Disclosure Statement, and the proposed architectural designs attached as **Exhibit C4** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans and architectural designs, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser.

9. 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 B4** to the Disclosure Statement. For greater clarity, there will be no adjustment made in respect of the first 5% of square footage variance, but only in respect of that portion of the strata lot which varies to the disadvantage of the Purchaser by more than 5%.

14. 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 B4** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.

18. No Resale Prior to Completion: The Purchaser shall not advertise or offer the Strata Lot for sale, nor enter into any agreement for the sale of the Strata Lot prior to the date that is 1 year after the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor.

21. 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.

## **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.

### 7.2.3 Deposit Interest Provisions

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

### 7.2.4 Other Provisions of the Agreement

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

8. Strata Lot Plans: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as **Exhibit B4** to the Disclosure Statement, and the proposed architectural designs attached as **Exhibit C4** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans and architectural designs, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser.

9. 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 B4** to the Disclosure Statement. For greater clarity, there will be no adjustment made in respect of the first 5% of square footage variance, but only in respect of that portion of the strata lot which varies to the disadvantage of the Purchaser by more than 5%.

14. 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 B4** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.

18. No Resale Prior to Completion: The Purchaser shall not advertise or offer the Strata Lot for sale, nor enter into any agreement for the sale of the Strata Lot prior to the date that is 1 year after the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor.

21. 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.

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

### **7.3 Developer's Commitments**

The Developer has not entered into any commitments which will need to be met after completion of the sale of the strata lots.

**7.4 Other Material Facts**

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

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

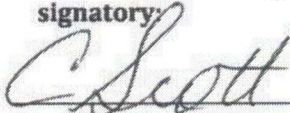
**Signatures**

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

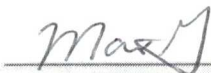
**DECLARATION:**

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

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

  
\_\_\_\_\_  
Christine Scott

  
\_\_\_\_\_  
Director: Christine Scott

  
\_\_\_\_\_  
Director: Max Graham