

1345408 B.C. LTD.

THIRD AMENDMENT TO DISCLOSURE STATEMENT

Pinetree Valley Development – Pinetree Meadows

DATE OF DISCLOSURE STATEMENT: June 30, 2022

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

DATE OF THIS AMENDMENT: October 25, 2023

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.

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”); and
- Second Amendment to Disclosure Statement dated June 30, 2023 (the “Second Amendment”).

This Third Amendment to Disclosure Statement, dated October 25, 2023 (the “Third Amendment”) amends the Original Disclosure Statement, the First Amendment, and the Second 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 Third 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 THIRD AMENDMENT

Original Disclosure Statement Exhibits	First Amendment Exhibits	Second Amendment Exhibits	Third 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 EPS105 Phase 1 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
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

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
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
		K – Encumbrances	K1 – Encumbrances
		L – Phases 1-4 Building Permits	
			M - Storm Drainage Plan

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

The Development is located in the District of Invermere. The parent parcel of the Development is described as Lot A District Lot 1092 Kootenay District Plan EPP120443, PID: 032-005-121 (the “Parent Parcel”). The civic address of the Development is 2128 15th Ave., Invermere, B.C. 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 1-4 and Strata Corporation EPS8541. A copy of the registered phase 1 strata plan under Plan EPS8541 is attached as part of **Exhibit B3**. The Developer proposes to construct phases 2 to 8 of the Development, being Strata Lots 5-32. A draft proposed strata plan for phases 1-8 is attached as part of **Exhibit B3**. 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 proposed phase 1, 2, 3, and 4 strata lots are attached as **Exhibit C3** to the Disclosure Statement.

Under this Disclosure Statement, the Developer is offering for sale the strata lots in phases 1, 2, 3, and 4. As of the date of this Disclosure Statement, the Developer has completed the construction of phase 1 of the Development.

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

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

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

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, and 4.

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.

4. **Section 3.1 – Unit Entitlement:** Section 3.1 is deleted in its entirety and replaced with the following:

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

A copy of the Form V – Schedule of Unit Entitlement for Strata Lots 1-4 filed at the Land Title Office under CB936756 is attached to this Disclosure Statement as part of **Exhibit E3**. A draft of the proposed Form V – Schedule for Unit Entitlement for all strata lots in the Development is attached as part of **Exhibit E3**.

The Developer draws attention to the fact that under the filed Form V – Schedule for Unit Entitlement, the unit entitlement for strata lots 1 and 3 has been modified from the draft Form V - Schedule for Unit Entitlement found in the former Exhibit E2.

5. **Section 3.3 – Common Property and Facilities:** Section 3.3 is deleted in its entirety and replaced with the following:

The roadways, exterior grounds and surfaces, mechanical areas, and garbage facilities in the Development as shown on Strata Plan EPS105 Phase 1 and Proposed Phases 1-8 Strata Plans attached as **Exhibit B3** are common property of the Development.

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

6. **Section 3.4 – Limited Common Property:** paragraph two of section 3.4 is deleted and replaced with the following:

Each strata lot will have one uncovered parking stall designated as limited common property for the sole use of the strata lot owner. Each strata lot will also have a patio attached to the strata lot for the sole use of the strata lot owner. The limited common property areas for phase 1 are set out as limited common property in Strata Plan EPS105 Phase 1 as part of **Exhibit B3**.

The proposed limited common property areas for phases 2-8 are set out in the Proposed Phases 1-8 Strata Plans as part of **Exhibit B3**.

The Developer may add decks to the strata lots in phases 2-8. If the Developer decides to add decks to the strata lots in phases 2-8, then each deck will be designated as limited common property for the sole use of that strata lot owner.

7. **Section 3.5 – Bylaws:** Section 3.5 is deleted in its entirety and replaced with the following:

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.

8. **Section 3.6 – Parking:** Section 3.6 is deleted in its entirety and replaced with the following:

Phase 1 – each strata lot will have one uncovered parking stall in the location indicated on Strata Plan EPS105 Phase 1 attached as part of **Exhibit B3**.

Phases 2 to 8 – each strata lot will have one uncovered parking stall in the location indicated on the Proposed Phases 1-8 Strata Plans attached as part of **Exhibit B3**.

9. **Section 3.8 – Budget:** Section 3.8 is deleted in its entirety and replaced with the following:

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

- (a) Maintenance of the roadways, including snow clearing;
- (b) Landscaping the common property;
- (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 G3**.

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

The Developer registered phase 1 of the strata plan, and created 4 new strata lots from that 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 1-4 have been created and have 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 1 strata plan, the remainder of the lands over which phases 2-8 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 Strata Plan EPS8541

(the “Remainder Lot”)

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

As of the date of this Disclosure Statement, title to Strata Lots 1-4, Strata Common Property, and the Remainder Lot shows the following Charges, Liens and Interests, that are all “Permitted Encumbrances” for the purposes of the contract of purchase and sale attached as **Exhibit J3**.

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 Common Property, Strata Lot, or Remainder Lot.

Legal Notation	Strata Common Property	Strata Lots 1 to 4	Remainder Lot
Easement CB924742	X	X	X

Phased Strata Plan Declaration (Form P) CB936755	X	X	X
Easement CB979726			X

Charges, Liens, and Interests	Strata Common Property	Strata Lots 1 to 4	Remainder Lot
Covenant CA1641649	X	X	X
Statutory Right of Way CB155429	X	X	X
Statutory Right of Way CB155430	X	X	X
Easement CB924743	X	X	X
Covenant CB924745	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 Strata Lots 1-4, the Strata Common Property, and the Remainder Lot to enter upon, go across, pass over and repass over, within, upon and along the access roads and walkways on Lot B District Lot 1092 Kootenay District Plan EPP120443. The Strata Lot, the Strata Common Property, and the Remainder Lot owner may, at its own expense, conduct reasonable repairs and maintenance of the roads 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 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 roads and walkways on the Strata Common Property to access any part of the Remainder Lot through 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:

- (d) *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 meters.
- (e) *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.
- (f) *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.
- (g) *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 roads and walkways on Strata Lots 1-4, 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 roads and walkways on Strata Lots 1-4, the Strata Common Property, and the Remainder Lot.
- (h) *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 Strata Lots 1-4, the Strata Common Property, and the Remainder Lot build and maintain a storm water drainage system on Strata Lots 1-4, the Strata Common Property, and the Remainder Lot, 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.
- (i) *Easement CB979726*: This reciprocal access easement, registered on October 23, 2023, grants to the owner of the Remainder Lot 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 roads and walkways on the Strata Common Property to access any part of the Remainder Lot through 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**.

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

- (a) Mortgage in favour of a financial institution: This charge will relate to a mortgage used to finance the Development. The mortgage terms will provide for the partial discharge of the mortgage upon payment to the lender of an agreed portion of the sale proceeds received from the sale of a strata lot.

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) shall be a permitted encumbrance and purchasers shall take title to the strata lot subject to such encumbrance.

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

For the purposes of this section:

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

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

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

The Developer intends to construct phases 1-4 in the following order: Phase 1, Phase 2, Phase 4, and Phase 3.

More generally, the estimated date ranges are as follows:

- (a) Phase 1: the Developer has commenced construction, and the estimated date range to complete construction is between October 01, 2023, and January 01, 2024.
- (b) Phase 2: the Developer has commenced construction, and the estimated date range to complete construction is between July 31, 2024, and November 30, 2024.
- (c) Phase 4: the estimated date range to commence construction is between October 31, 2023, and January 31, 2024, and the estimated date range to complete construction is between November 30, 2024, and February 29, 2024.

(d) Phase 3: the estimated date range to commence construction is between April 01, 2024, and July 01, 2024, and the estimated date range to complete construction is between April 01, 2025, and July 01, 2025.

If the Developer proceeds with any subsequent phases of the Development, then the Developer intends to market these phases in separate phased disclosure statements. The estimated date ranges for these subsequent phases are as follows:

(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.

12. **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 J3** (the “Agreement”), subject to any changes agreed to between the Developer and the purchaser.

Exhibit J3 contains the form of purchase agreement to be used for Phases 1-4 Pre-Title sales, and Phase 1 Post-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 7 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 to the Agreement (the "Schedule"), the Purchaser may elect to terminate the agreement if the Completion Date has not occurred within 2 years of the date of the Agreement.

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 shall not be required to consent to such an extension.

The Schedule provides in paragraph 25 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 written 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 section 6 of the Agreement, no interest will be paid on the deposit 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 31 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 B3** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser.

9. Variation in Square Footage: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by 5% without compensation to the Purchaser. If the Strata Lot varies by more than 5% to the disadvantage of the Purchaser, the Vendor agrees to reduce the price of the Strata Lot by a percentage which is equal to the percentage by which the area of the Strata Lot as shown on the registered strata plan exceeds 5% less than as shown in **Exhibit B3** 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 B3** 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.

31. 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:

- iii. Paragraph 7 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
- iv. Paragraph 14 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.

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.

16. 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 written 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 section 6 of the Agreement, no interest will be paid on the deposit to the purchaser.

7.2.4 Other Provisions of the Agreement

Purchasers are referred to the following provisions in paragraphs 8, 13, 17, 20, 24, and 29 of Schedule A:

8. Strata Lot Plans: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the strata plan attached as **Exhibit B3** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser.

13. 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 B3** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.

17. 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.

20. 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.

24. 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 24(a)(iii) and 24(a)(iv) at any time by contacting the Vendor at the address set out above.

29. 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 J3 in addition to what is outlined above.

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 October 25, 2023.

1345408 B.C. Ltd. by its authorized signatory

Christine Scott

Director: Christine Scott

Director: Max Graham

Exhibit B3

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
Document Fees: \$410.87

File: 13006
Telephone: 250-342-6904

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.

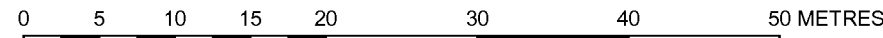
**Katelynn Marie
O'Neill EQ3CQF**

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



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

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 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 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.

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 deflect 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_PH1.DWG

Date: September 12th, 2023

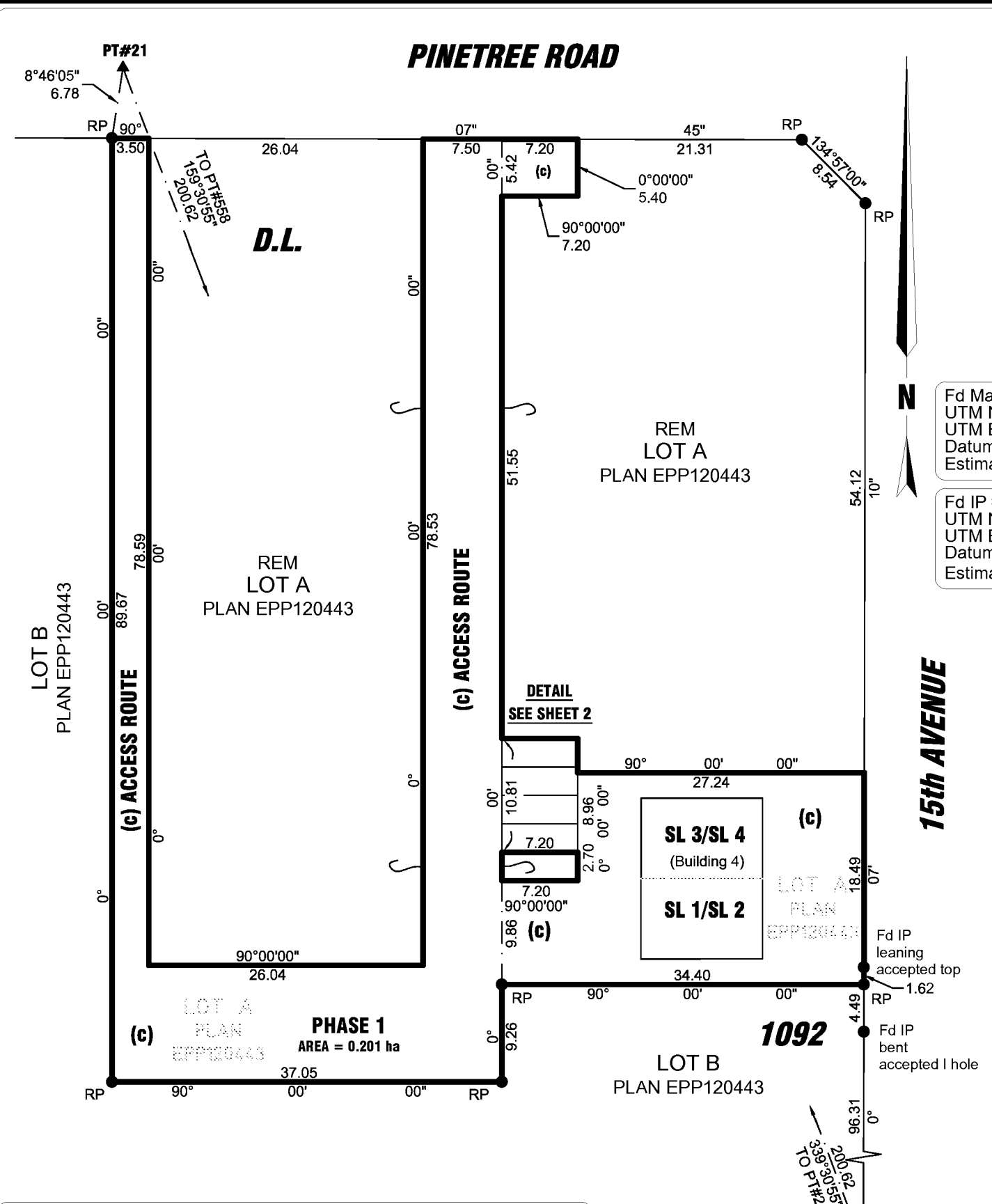
Surveyed : DRS

Drawn: NDW/ VBK

Checked: EG/AB

LEGEND:

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



STRATA PLAN EPS8541 (PHASE 1)

Sheet 1 of 5

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

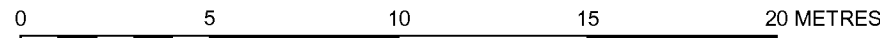
Fd IP #558
UTM Northing: 5593997.71
UTM Easting: 567981.22
Datum: NAD83(CSR)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

CIVIC ADDRESS:

2121 15th Avenue,
Invermere, BC

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

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.

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:

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

Drawn: NDW/ VBK

Checked: EG/AB

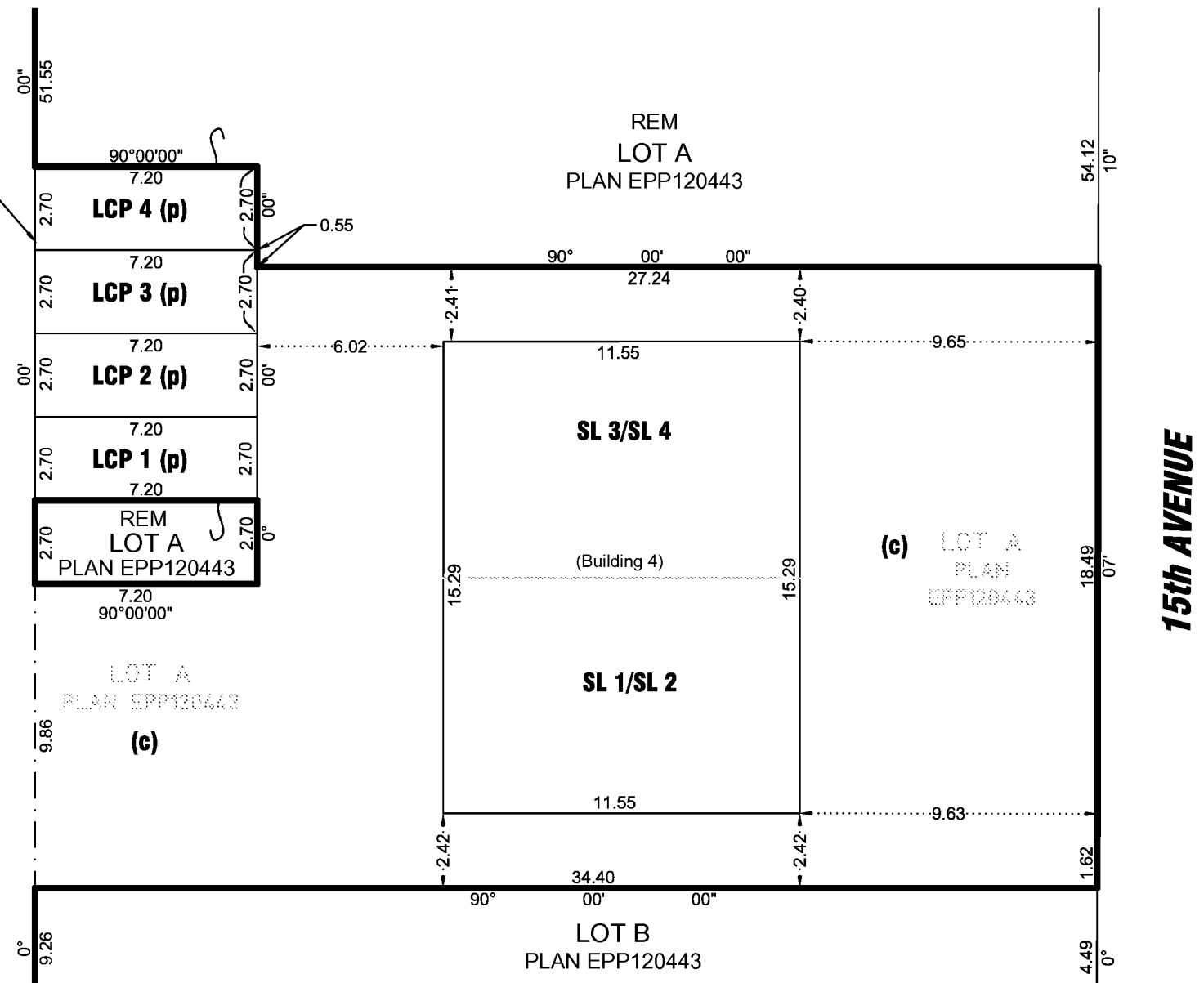
**STRATA PLAN EPS8541
(PHASE 1)**

Sheet 2 of 5



LCP Parking do not have a designated upper vertical extent

(c) ACCESS ROUTE



Adam Brash, BCLS #795
August 30th, 2023

**BUILDING 4
(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.

**STRATA PLAN EPS8541
(PHASE 1)**

Sheet 4 of 5

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
 - LCP denotes Limited Common Property for the Exclusive Use of Designated Strata Lot
 - 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

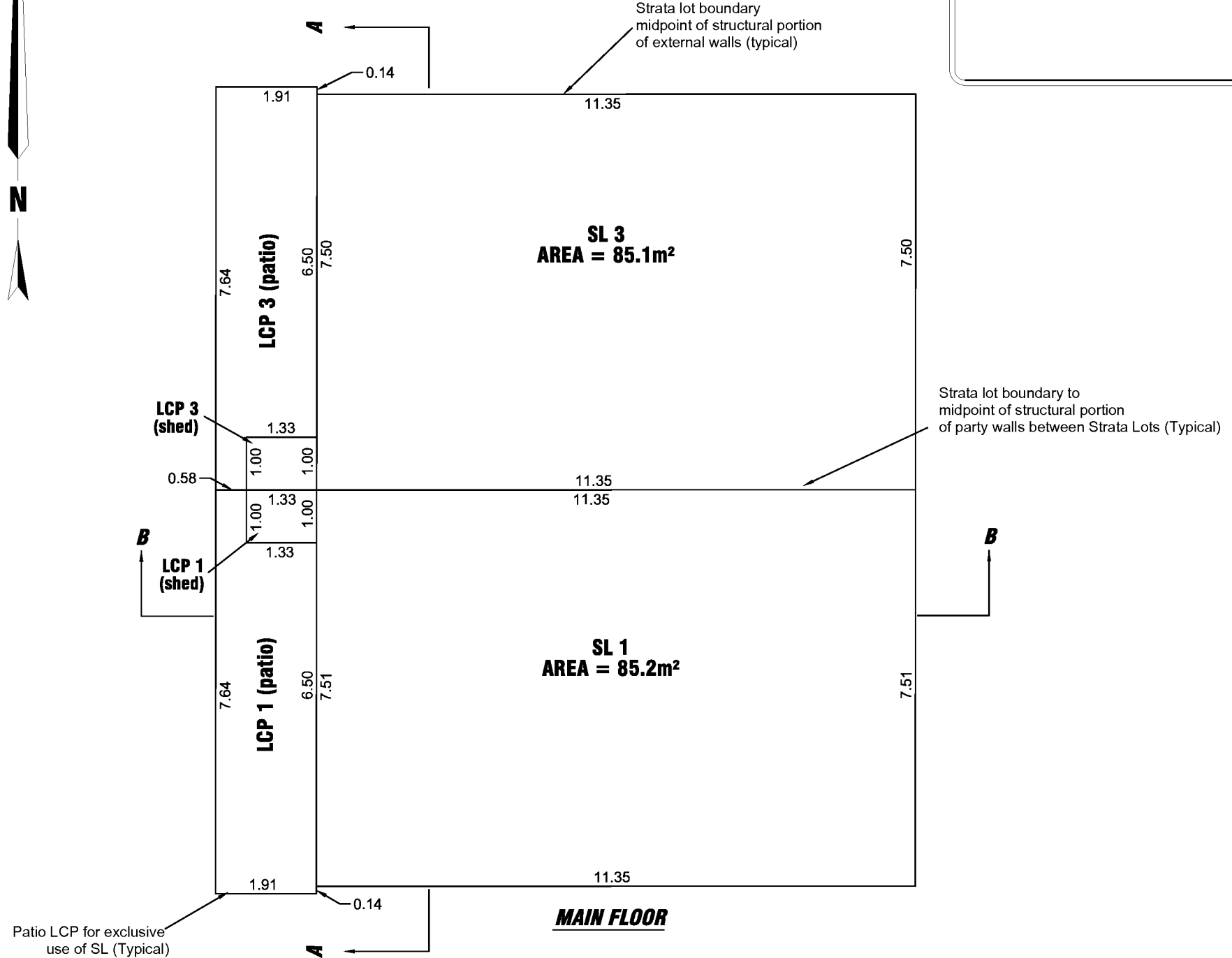
CAD FILE: 22IX0025_ST1_PH1.DWG

Date: September 12th, 2023

Surveyed : DRS

Drawn: NDW/ VBK

Checked: EG/AB



Adam Brash, BCLS #795
August 30th, 2023

**BUILDING 4
(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.

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

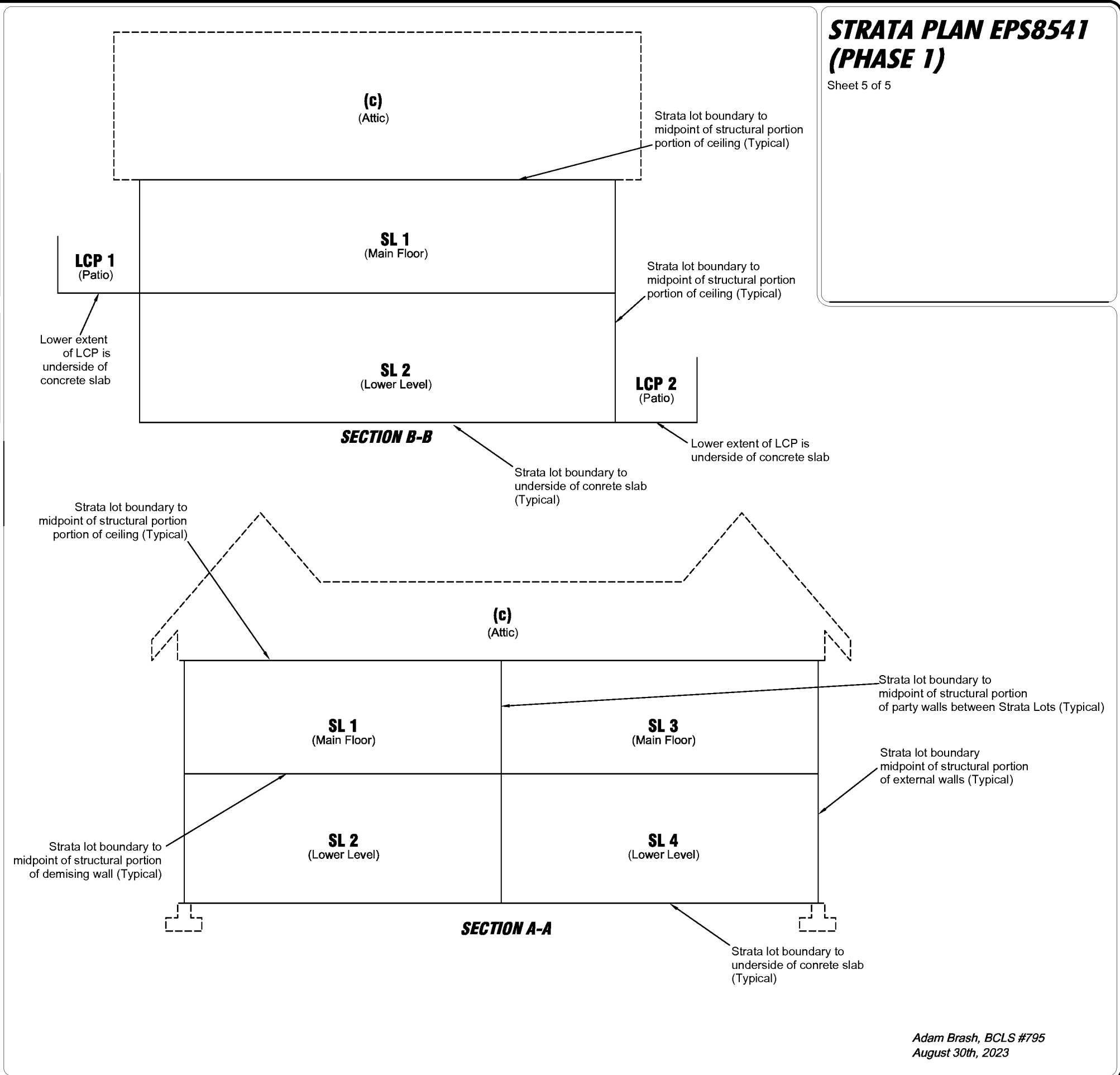
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Drawn: NDW/ VBK

Checked: EG/AB

**STRATA PLAN EPS8541
(PHASE 1)**

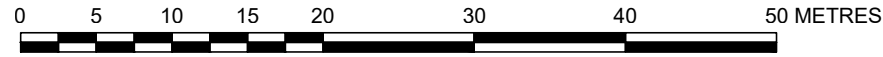
Sheet 5 of 5



Adam Brash, BCLS #795
August 30th, 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 1 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)).

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.

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: January 5th, 2023

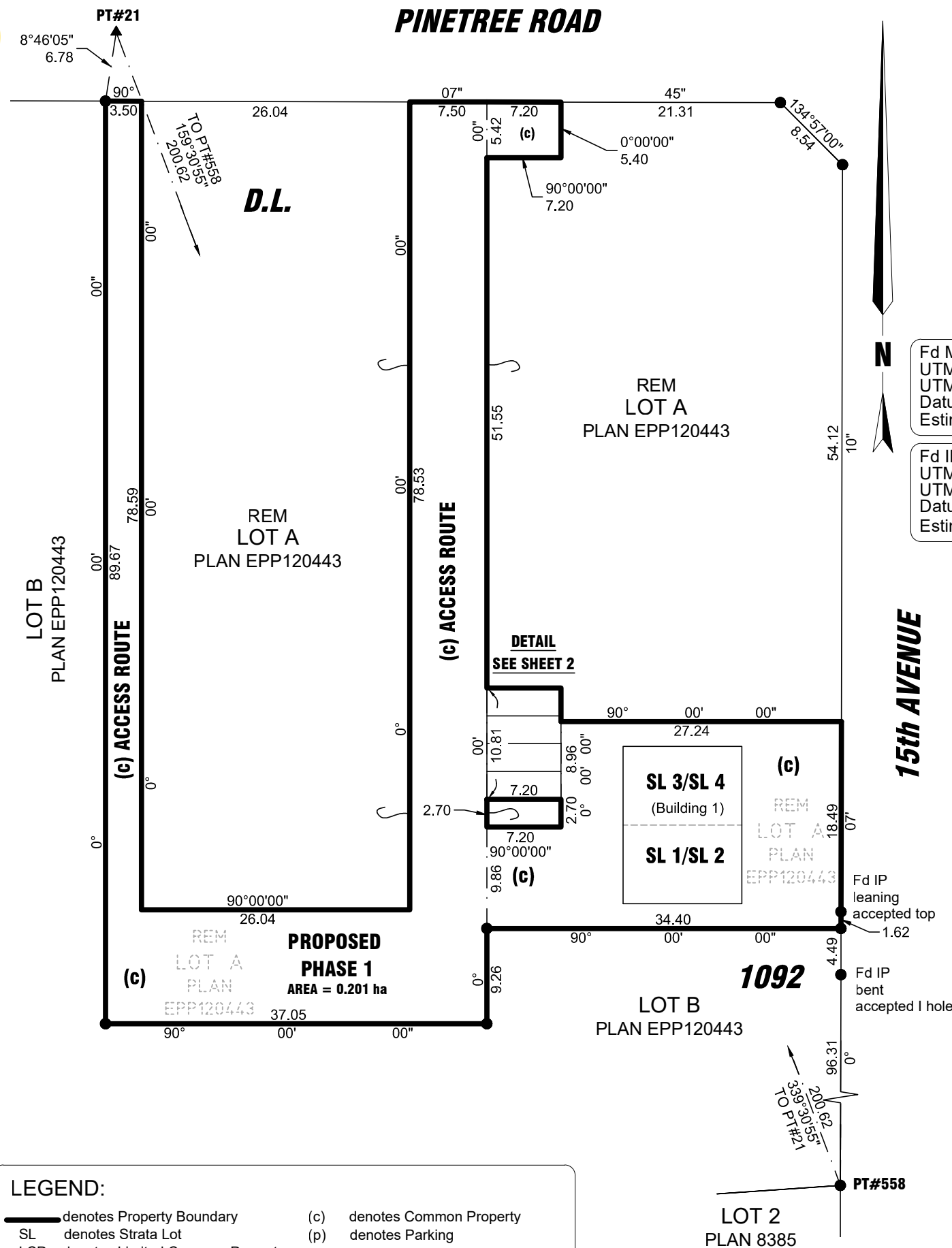
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

LEGEND:

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



**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(CSR)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(CSR)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

CIVIC ADDRESS:

2121 15th Avenue,
Invermere, BC

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

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 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 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: 22IX0025_ST1_PH1.DWG

Date: January 5th, 2023

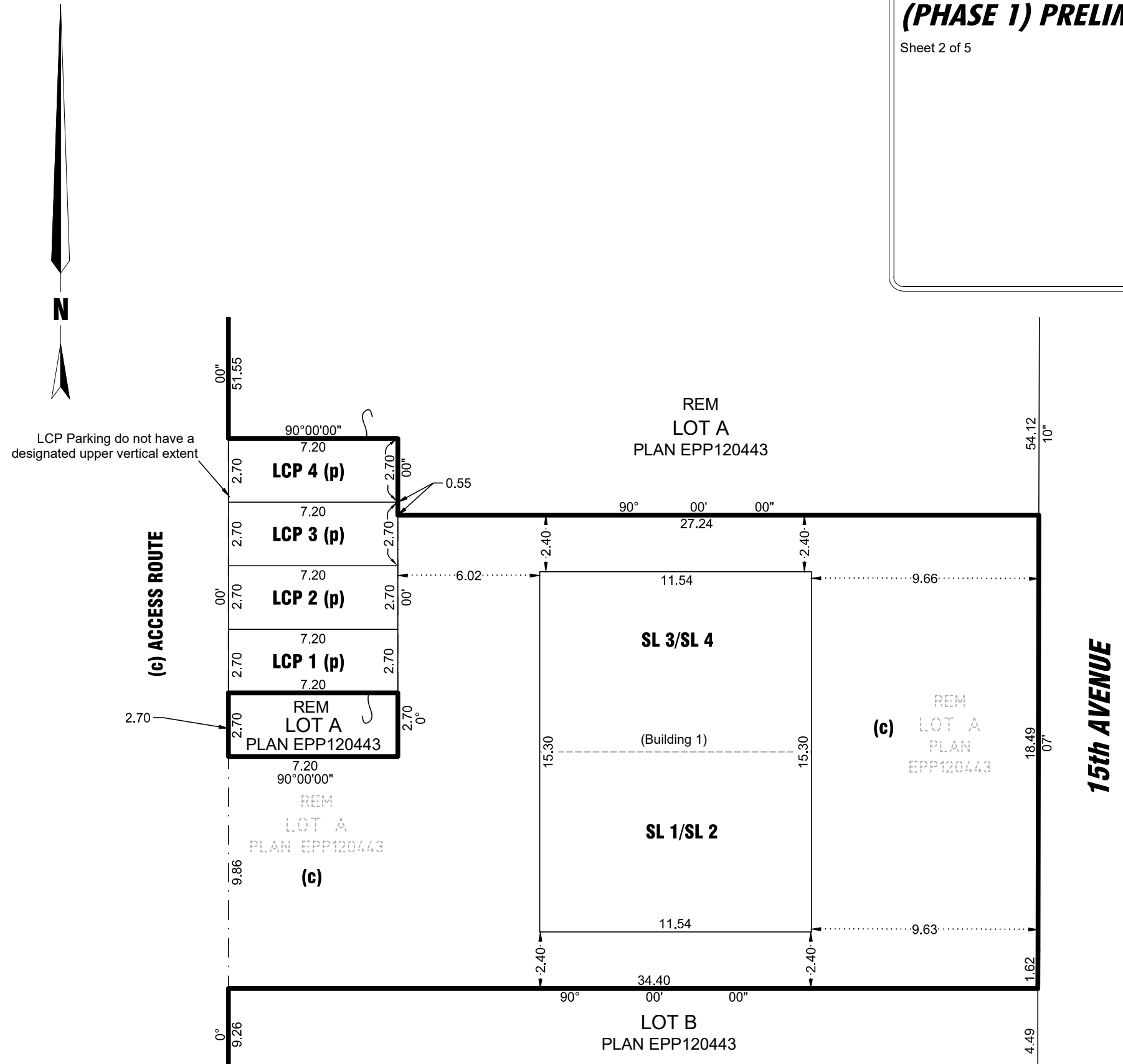
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS (PHASE 1) PRELIMINARY

Sheet 2 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
 (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_PH1.DWG

Date: January 5th, 2023

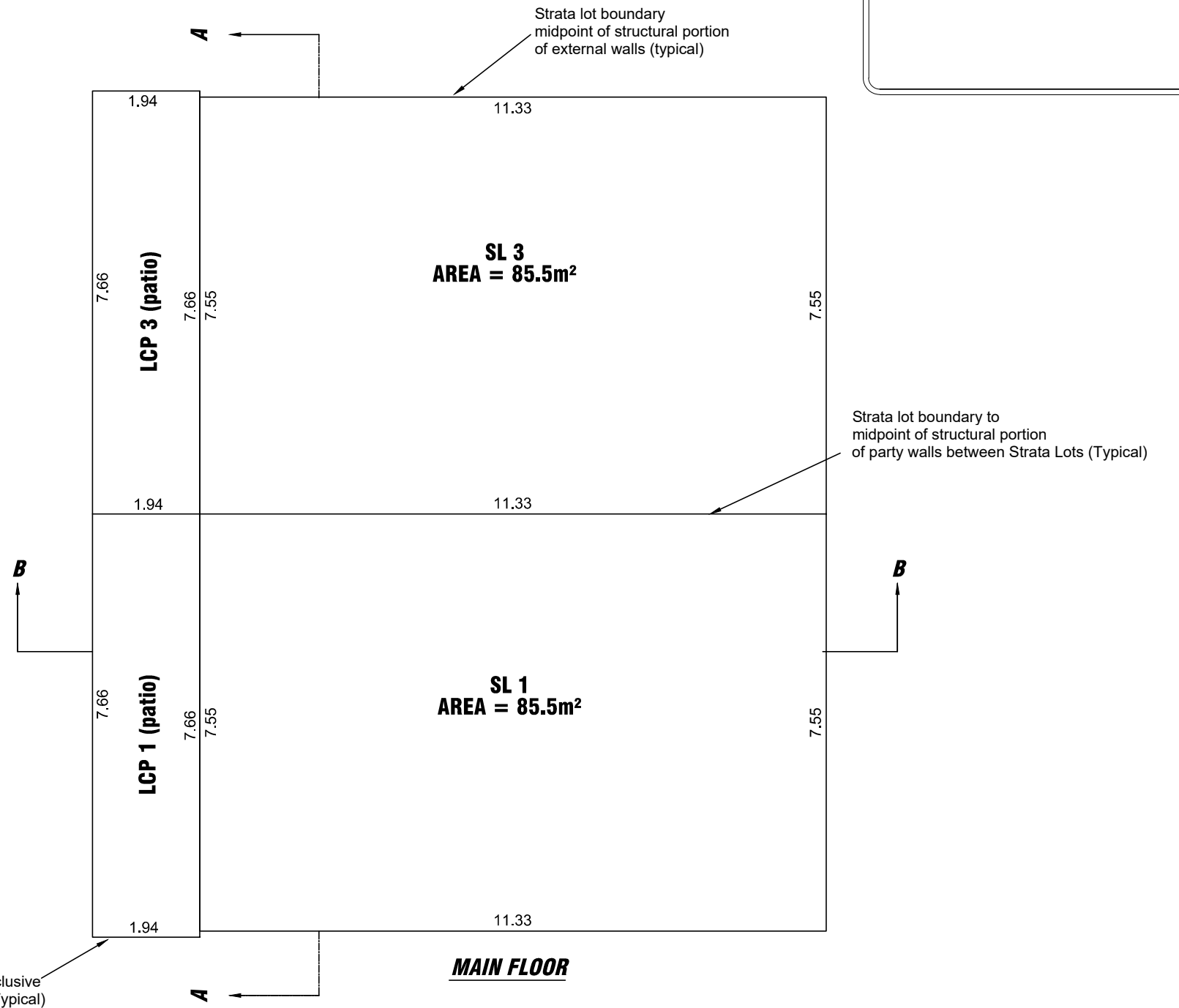
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Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS
(PHASE 1) PRELIMINARY

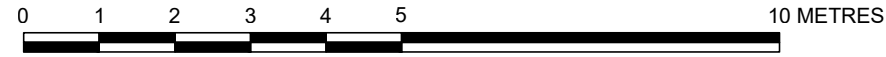
Sheet 4 of 5



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.

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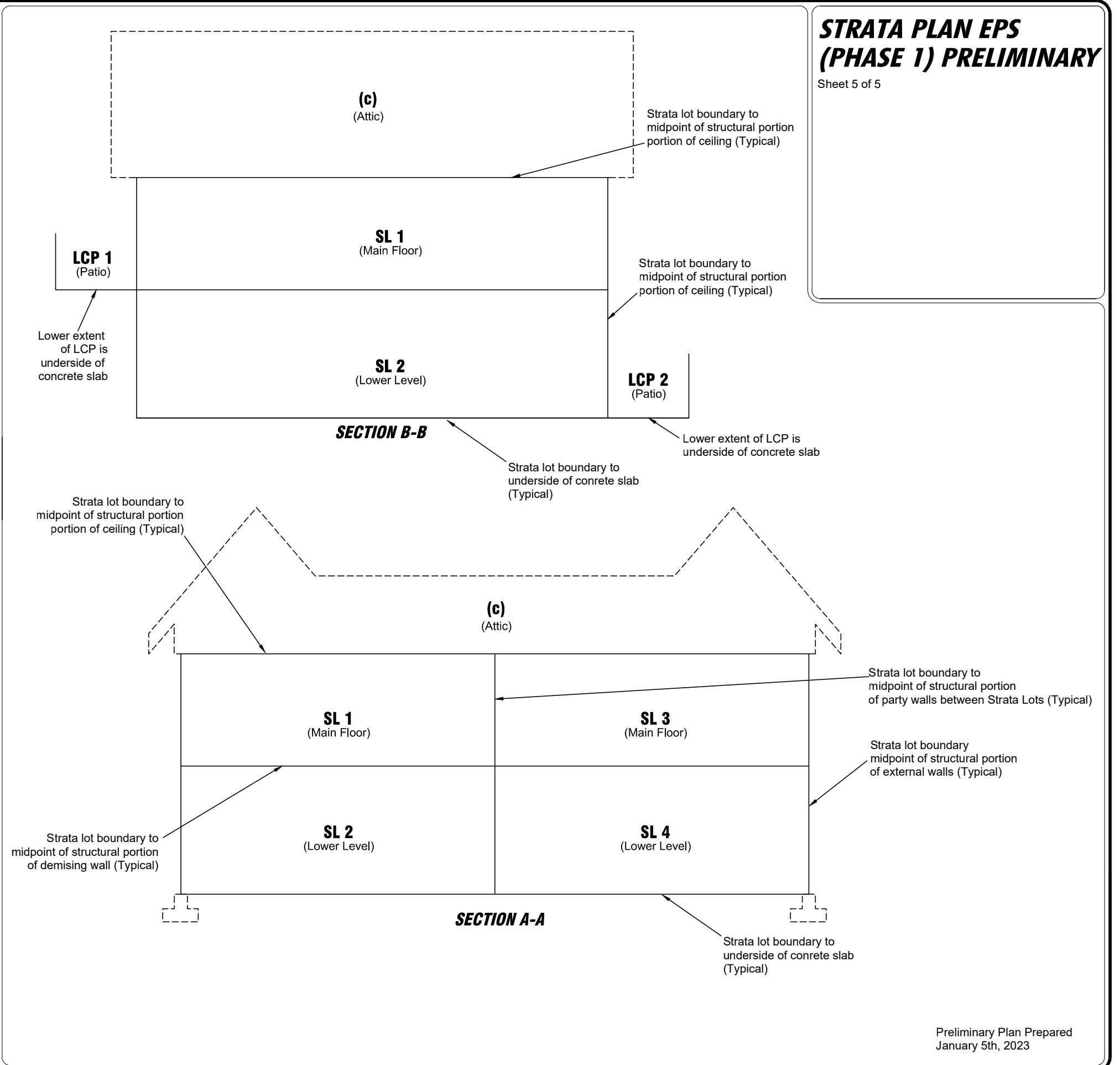
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Drawn: NDW

Checked: EG/AB

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

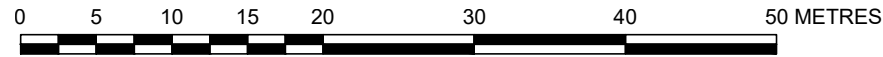
Sheet 5 of 5



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 (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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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH2.DWG

Date: January 5th, 2023

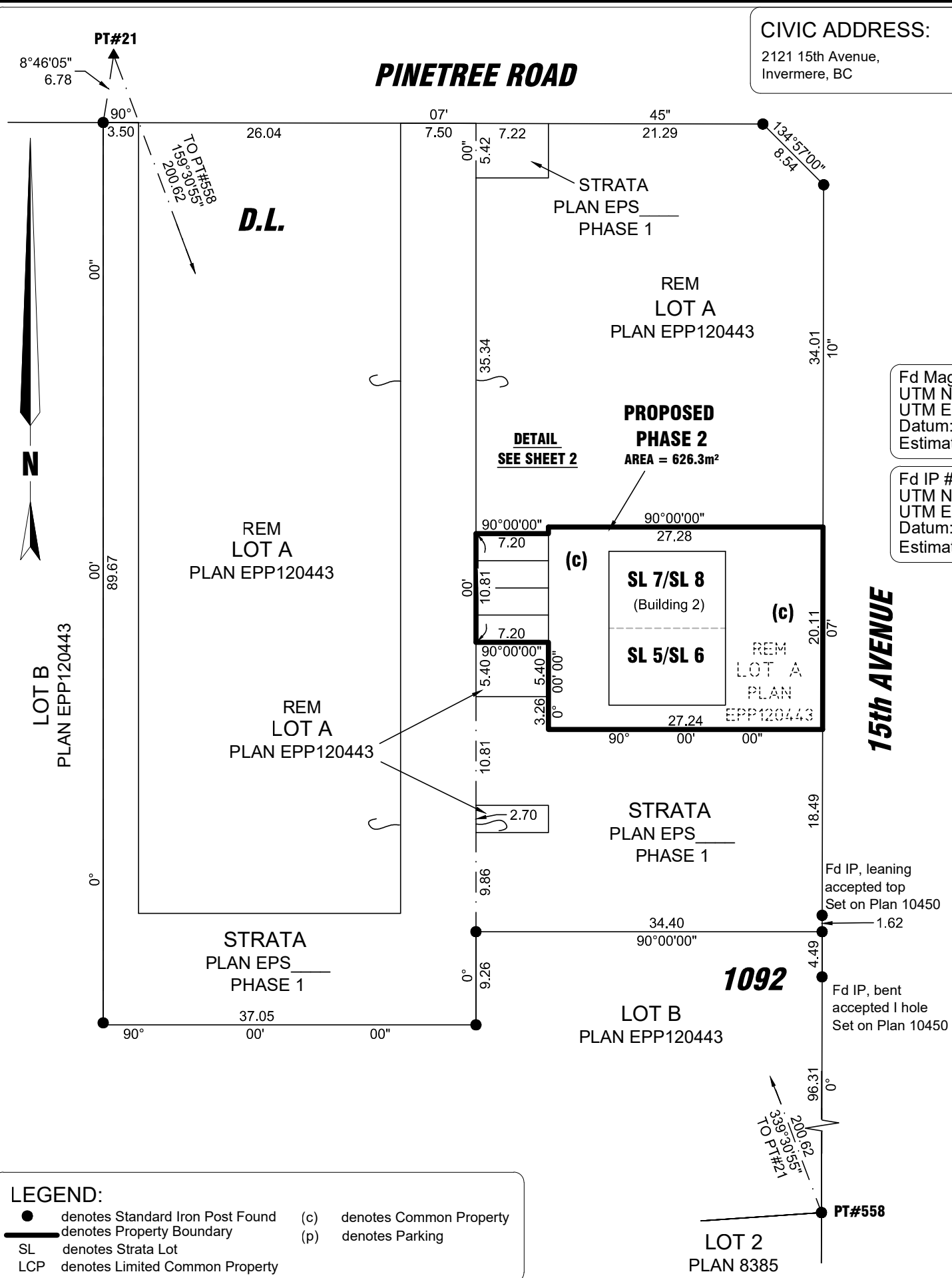
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

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

Sheet 1 of 6

Fd Mag Nail PT#21

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

15th AVENUE

1092

**LOT 2
PLAN 8385**

**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:

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

GLOBAL RAYMAC LAND SURVEYING LTD.

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH2.DWG

Date: January 5th, 2023

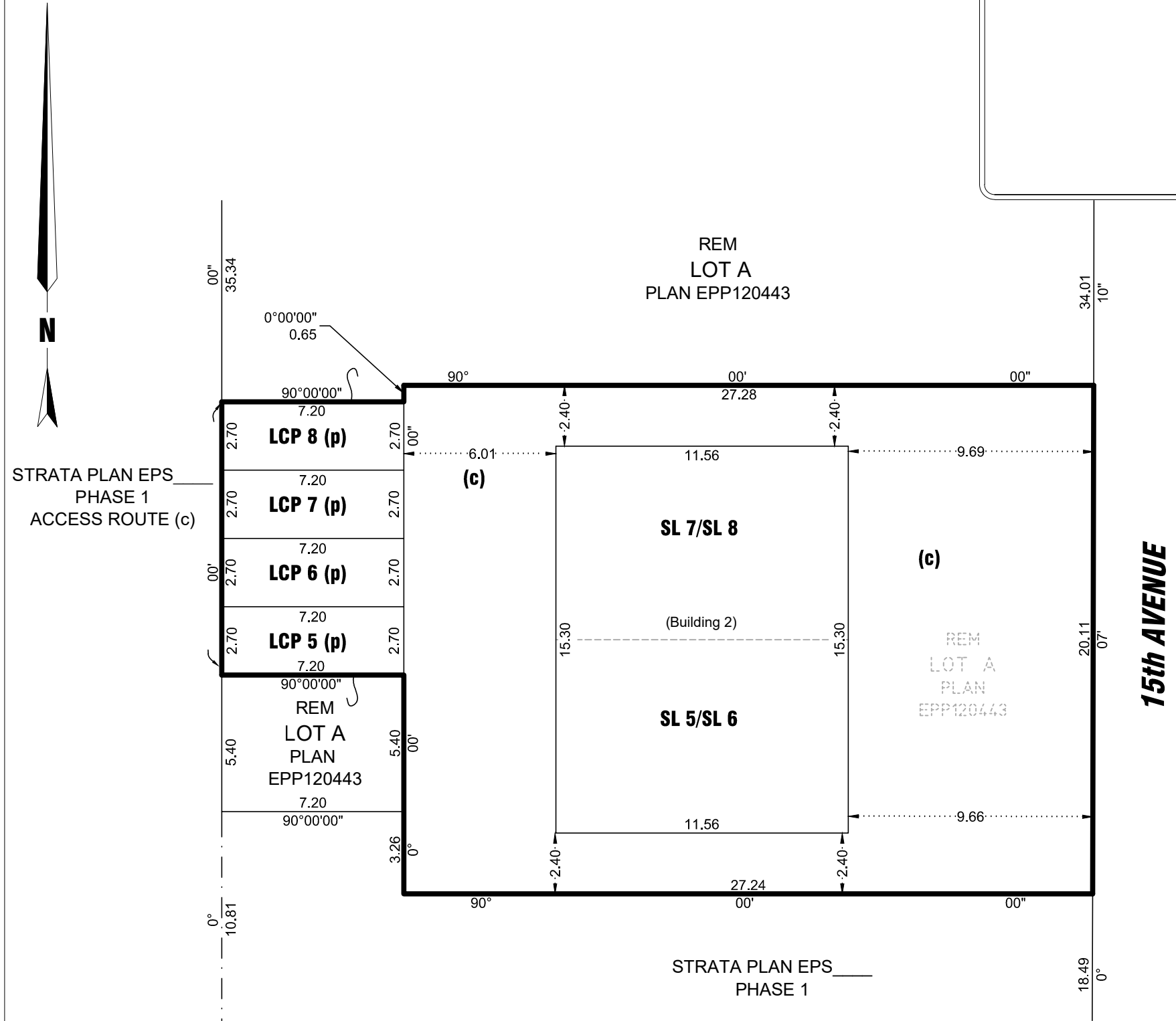
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

Sheet 2 of 6



15th AVENUE

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

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Date: January 5th, 2023

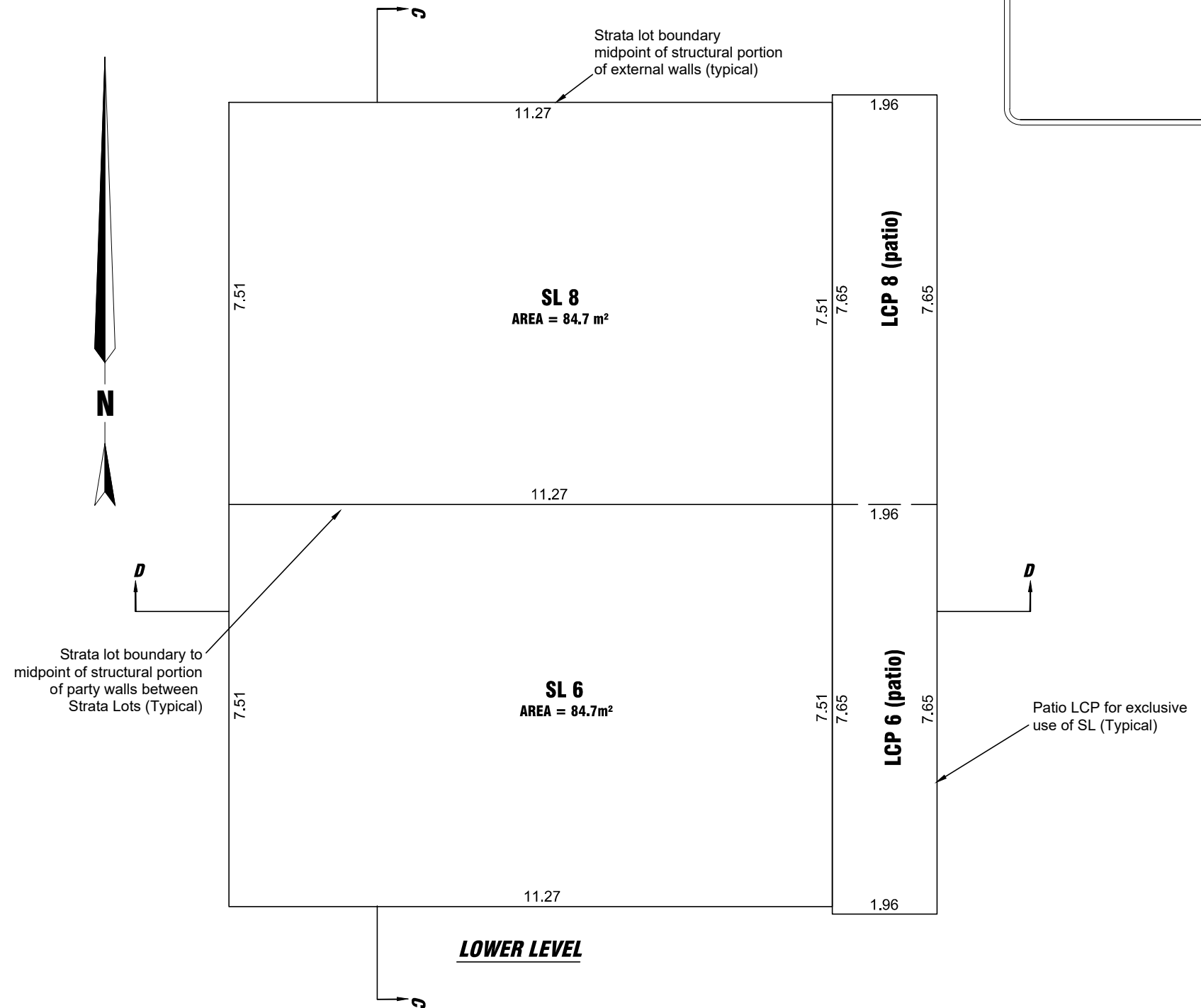
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS
(PHASE 2) PRELIMINARY

Sheet 3 of 6



Preliminary Plan Prepared
 January 5th, 2023

**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

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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH2.DWG

Date: January 5th, 2023

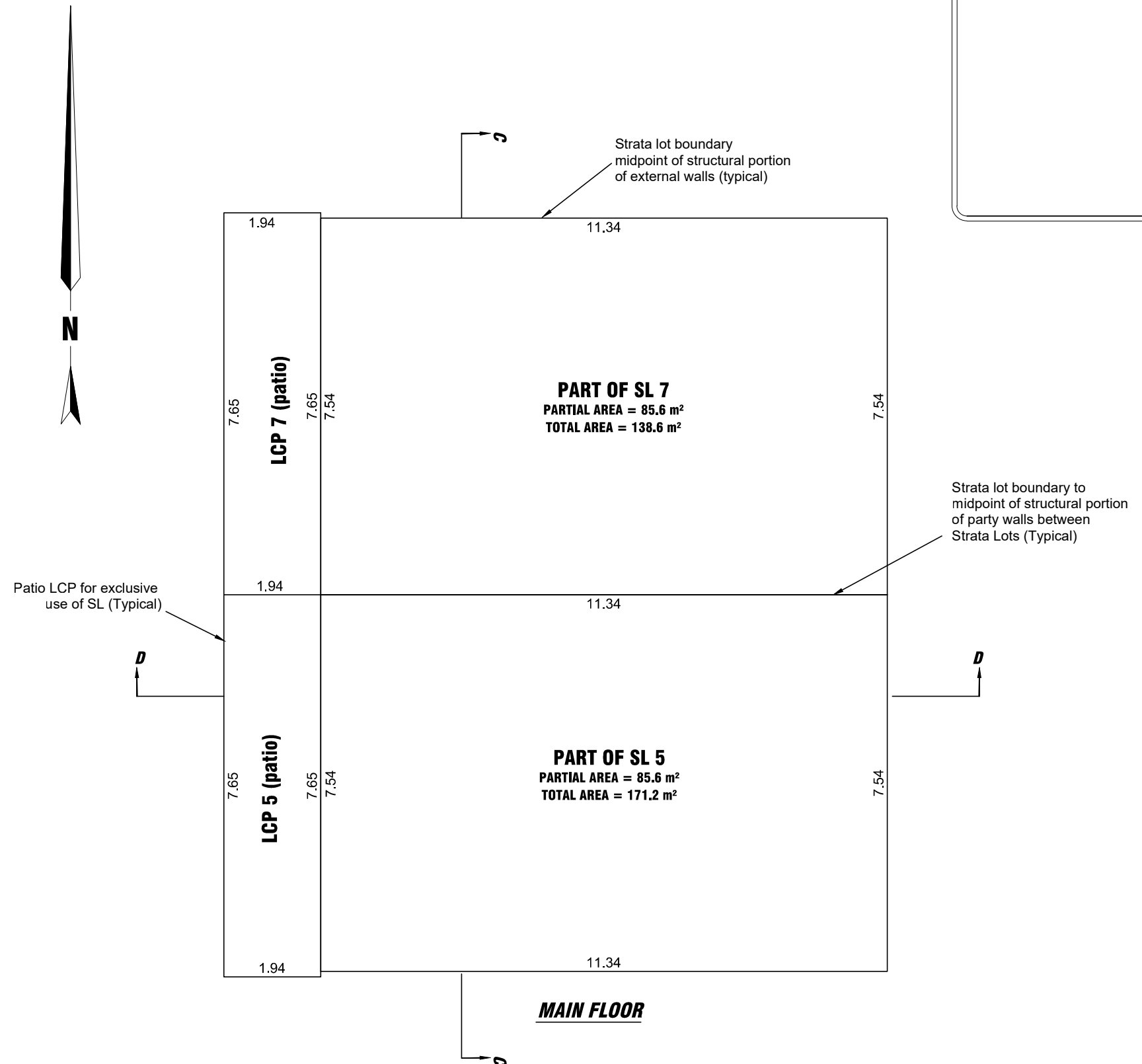
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

Sheet 4 of 6



Preliminary Plan Prepared
January 5th, 2023

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

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Job No. : 22IX0025

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Date: January 5th, 2023

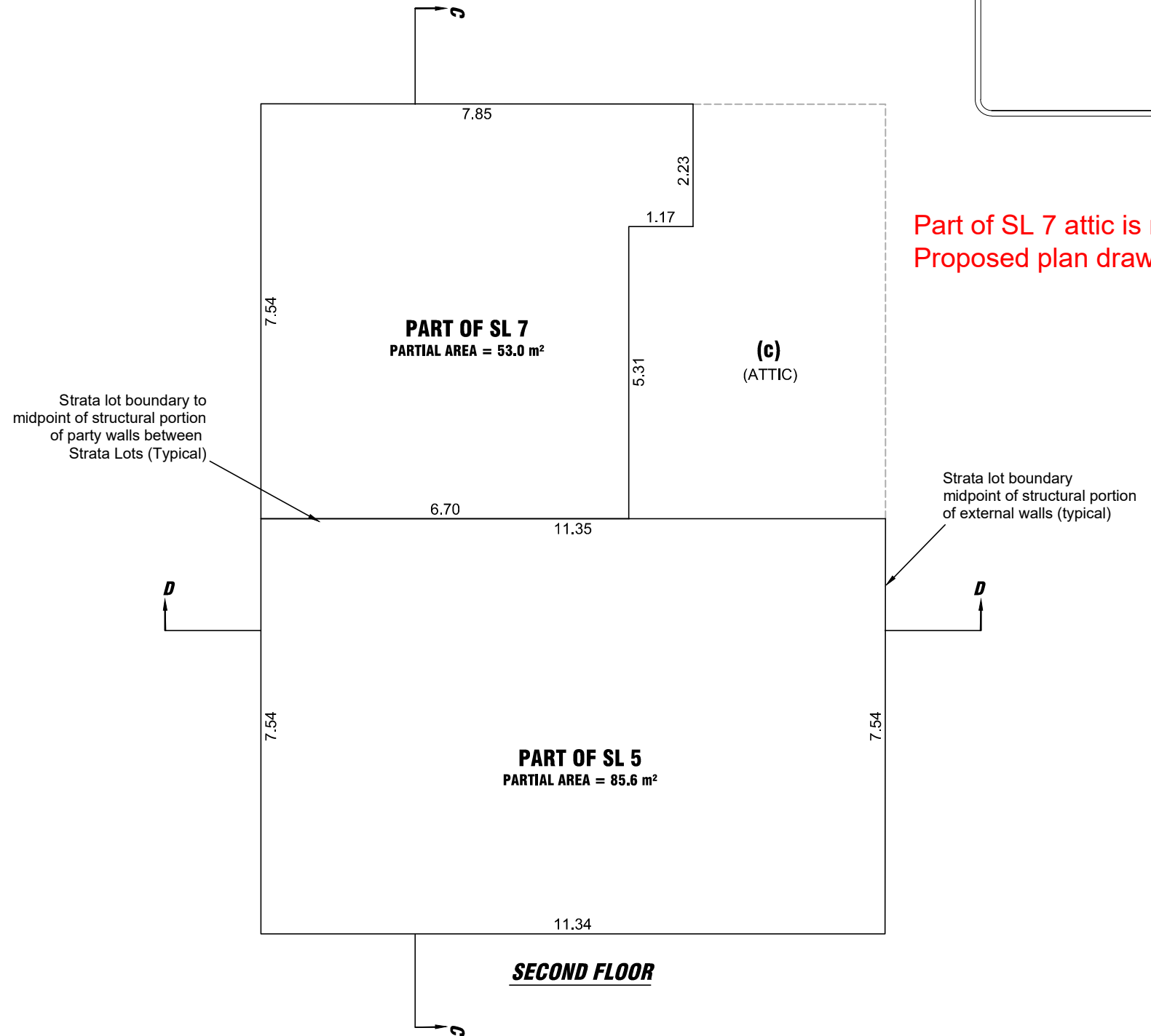
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Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS
(PHASE 2) PRELIMINARY

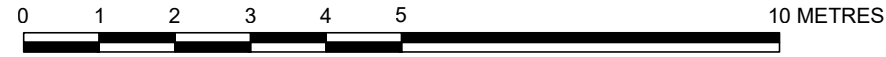
Sheet 5 of 6



Preliminary Plan Prepared
 January 5th, 2023

**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

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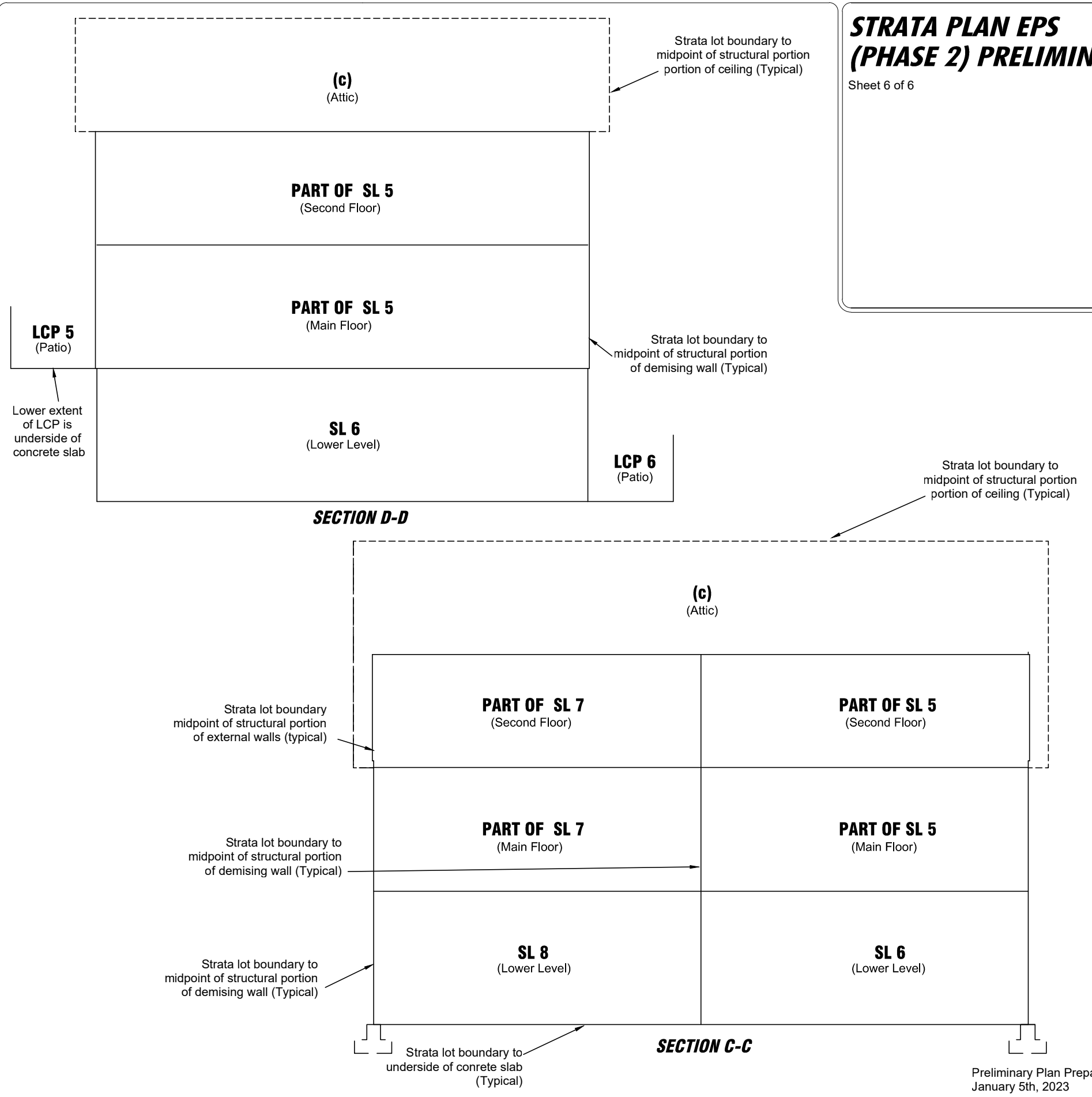
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

**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



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 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 deflect 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_PH3.DWG

Date: March 21st, 2023

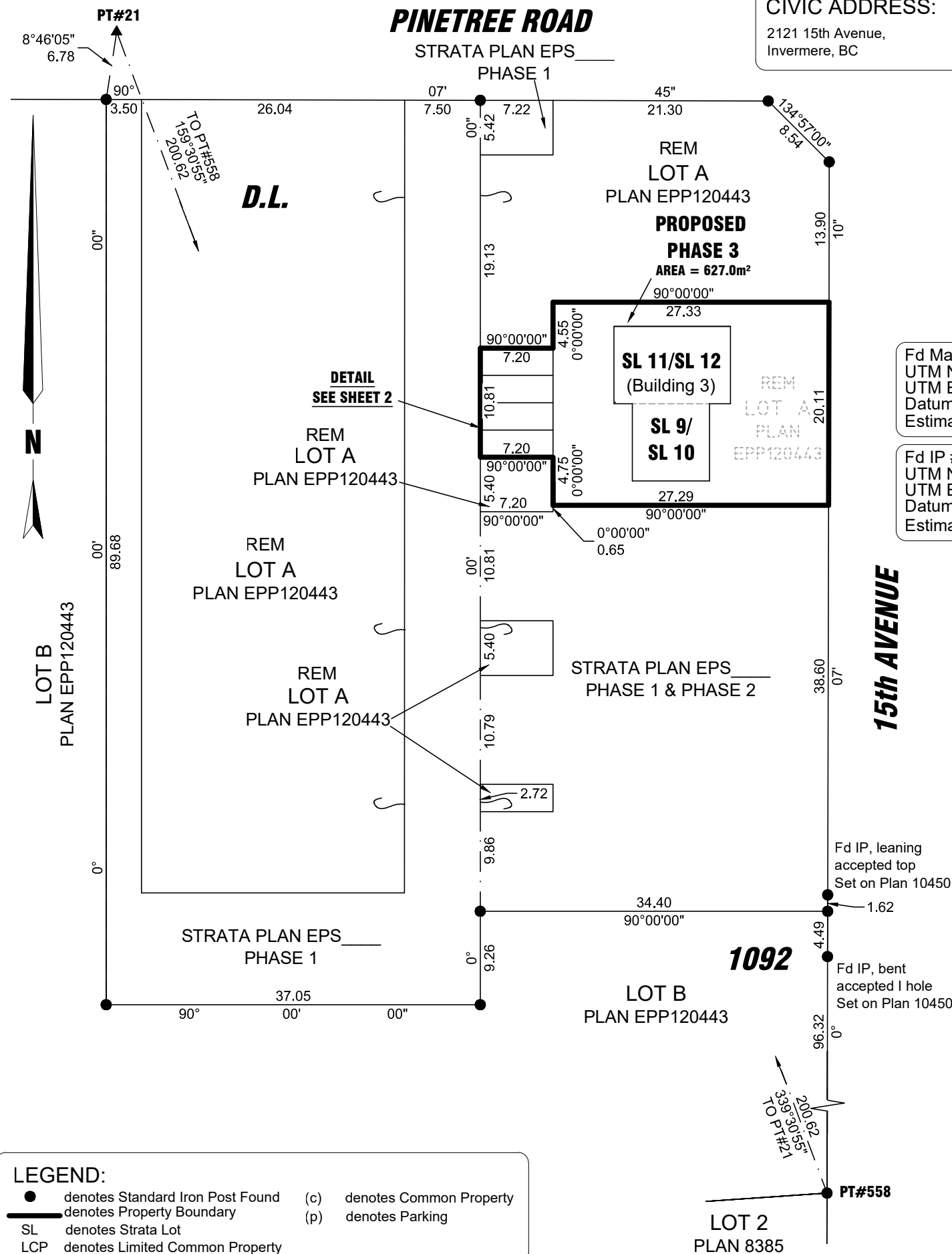
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

**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(CSR)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(CSR)4.0.0.BC.1 UTM ZONE 11

Estimated Absolute Accuracy is 0.04 metres.

Fd IP, leaning
accepted top
Set on Plan 10450

Fd IP, bent
accepted 1 hole
Set on Plan 10450

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

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

GLOBAL RAYMAC LAND SURVEYING LTD.

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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH3.DWG

Date: March 21st, 2023

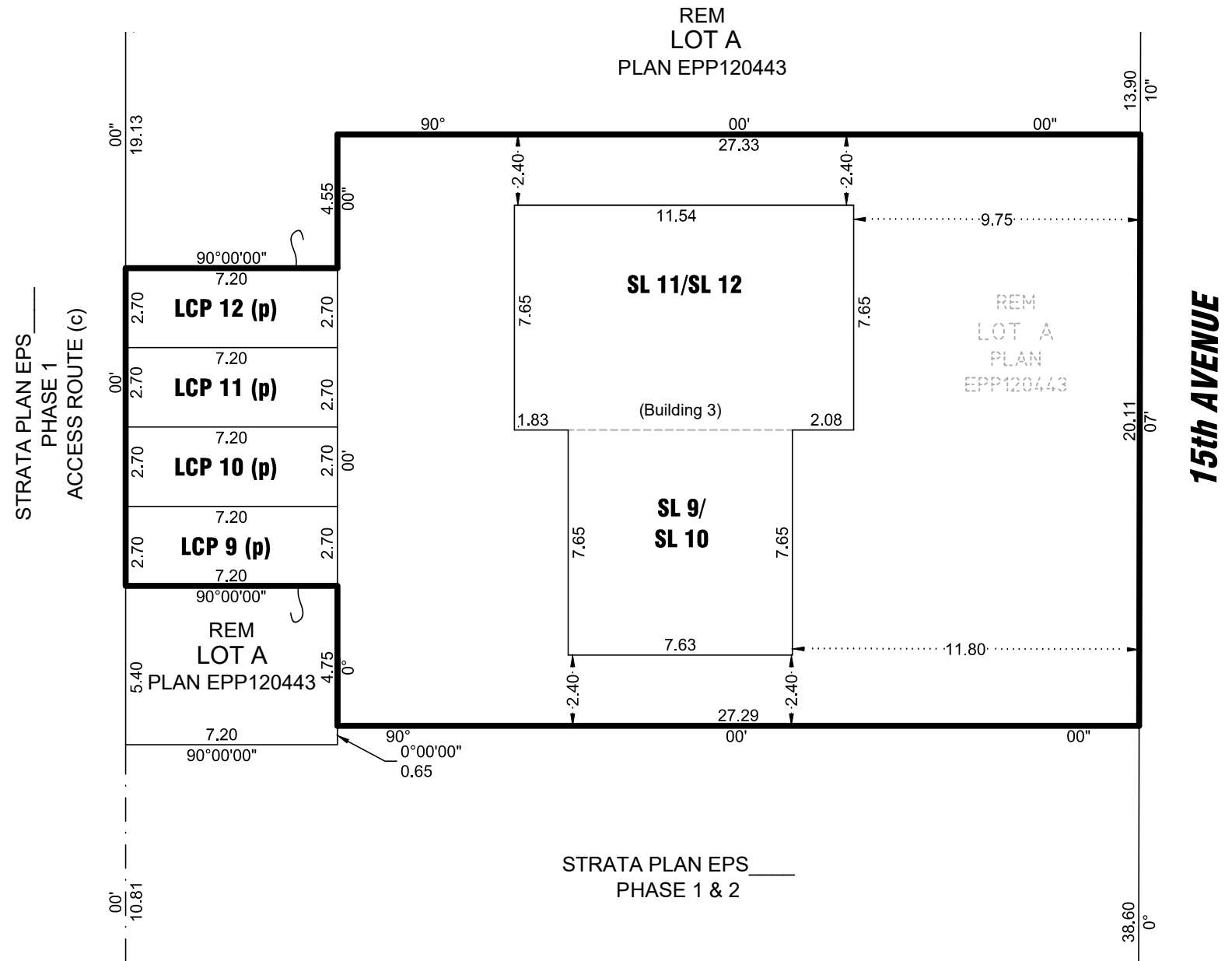
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

Sheet 2 of 6



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_PH3.DWG

Date: March 21st, 2023

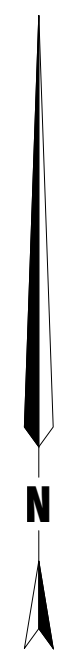
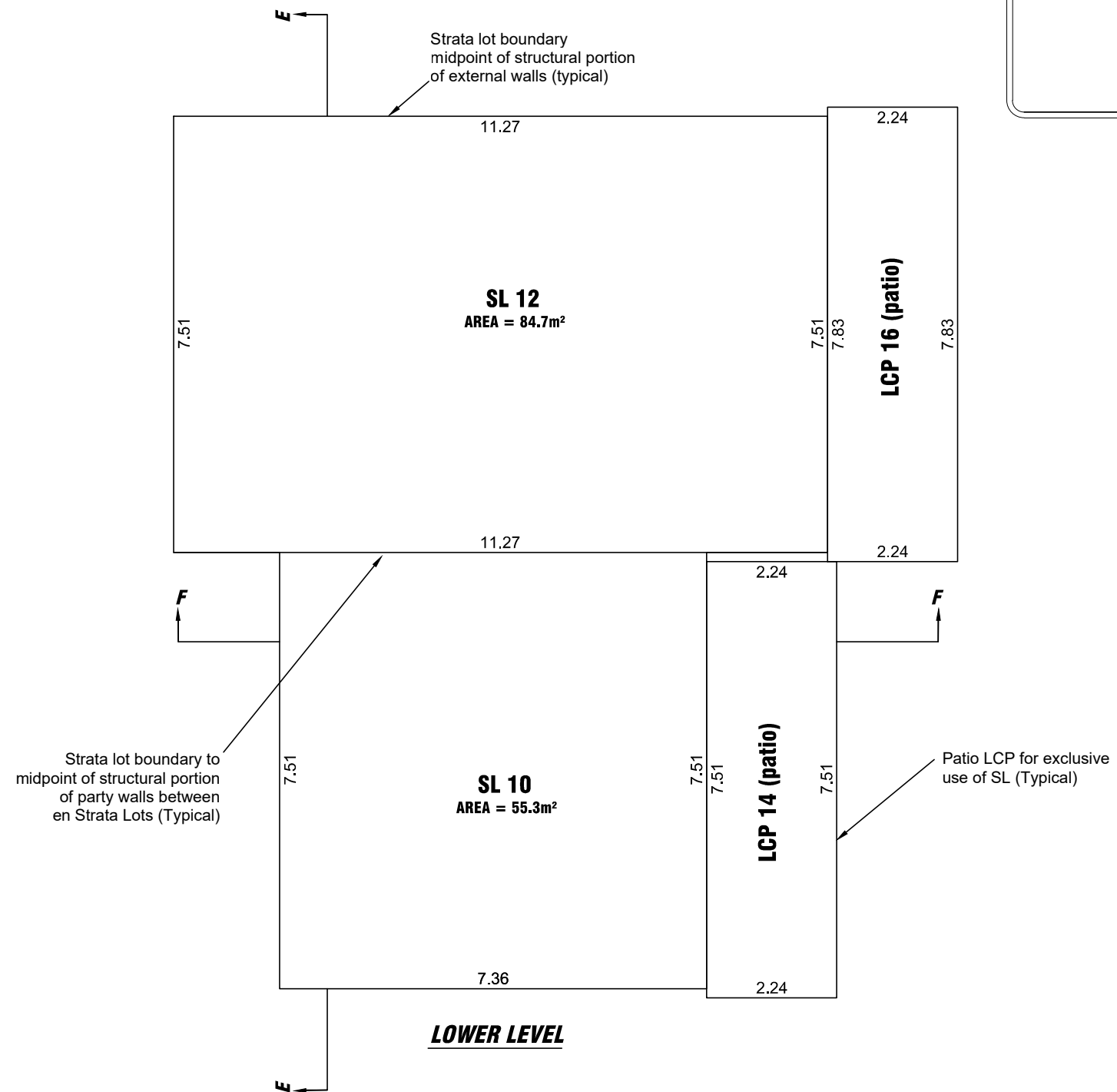
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Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS
(PHASE 3) PRELIMINARY

Sheet 3 of 6

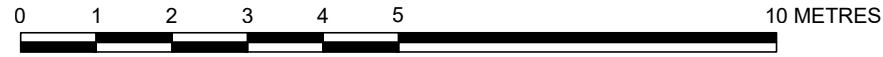


LOWER LEVEL

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
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_PH3.DWG

Date: March 21st, 2023

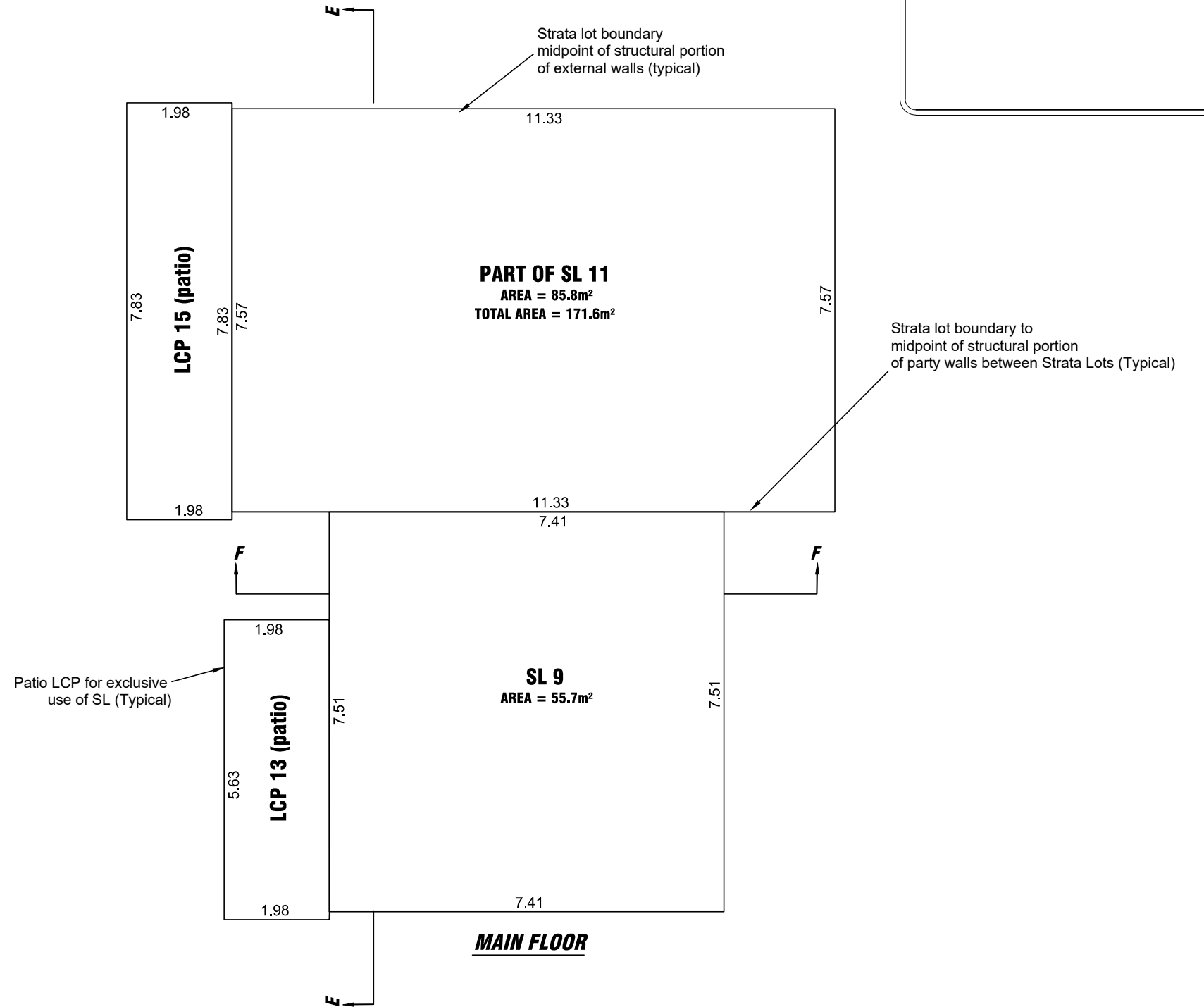
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

Sheet 4 of 6



Preliminary Plan Prepared
March 21st, 2023

**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

GLOBAL RAYMAC LAND SURVEYING LTD.

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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH3.DWG

Date: March 21st, 2023

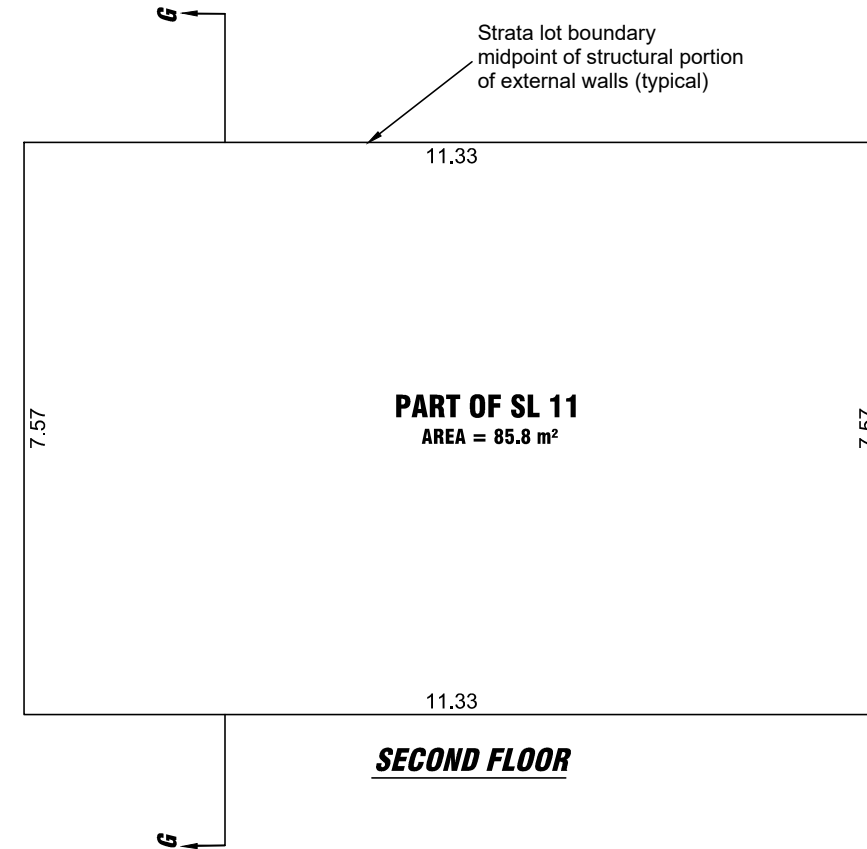
Surveyed : DRS

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

GLOBAL RAYMAC LAND SURVEYING LTD.

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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH3.DWG

Date: March 21st, 2023

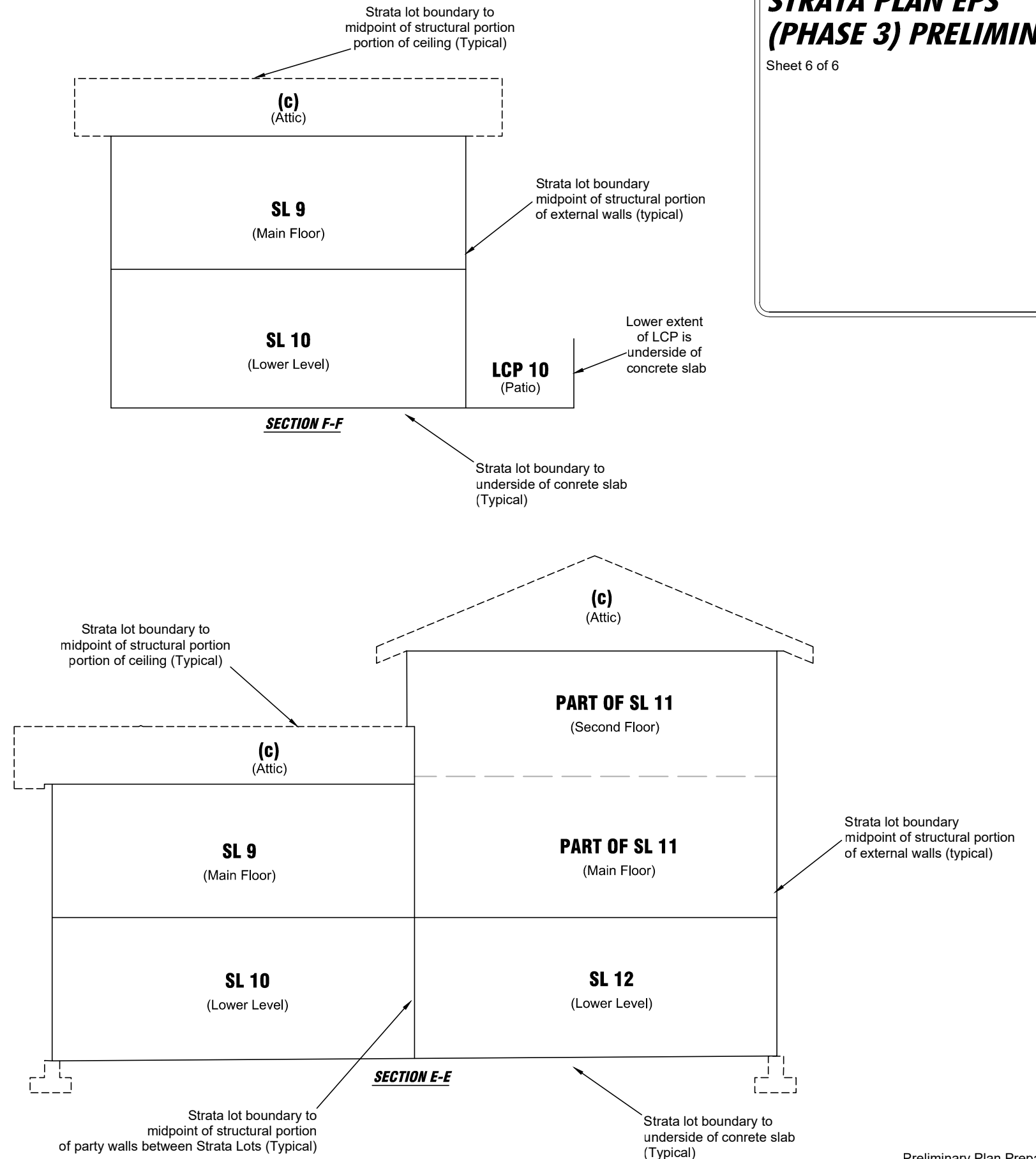
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

Sheet 6 of 6



Preliminary Plan Prepared
March 21st, 2023

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

EAST KOOTENAY ASSESSMENT AUTHORITY
BCGS : 82K.050

0 5 10 15 20 30 40 50 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 1:500.

This plan lies within the Regional District of East Kootenay

NOTES:

This Plan is Phase 4 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.

GLOBAL RAYMAC LAND SURVEYING LTD.

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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH4.DWG

Date: **March 21st, 2023**

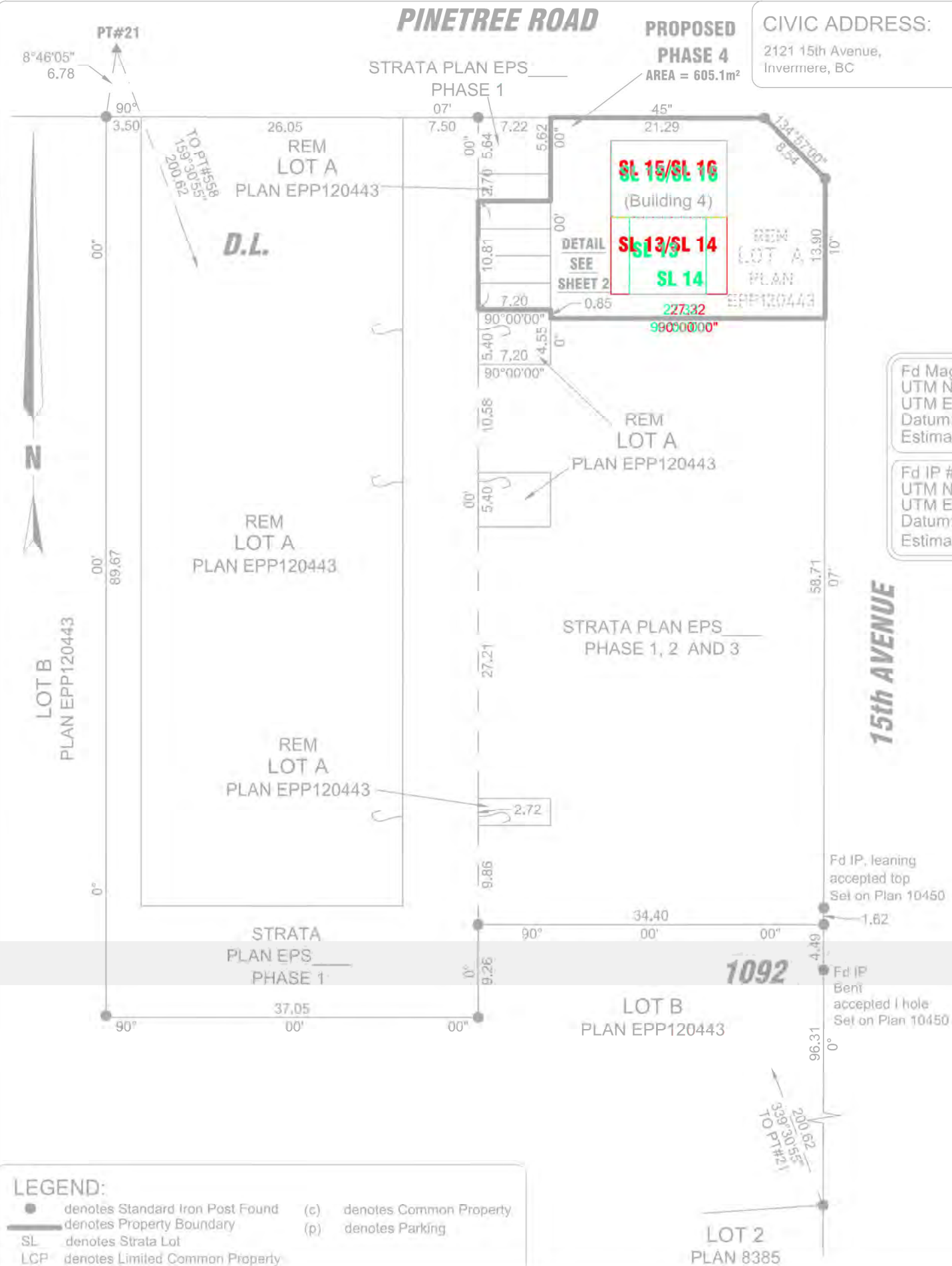
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

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

Sheet 1 of 6

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

Fd IP, leaning
accepted top
Set on Plan 10450

Fd IP
Bent
accepted hole
Set on Plan 10450

1092

LOT 2
PLAN 8385

DETAIL OF FOUNDATION FOR BUILDING 4 (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:

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

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Date: **March 21st, 2023**

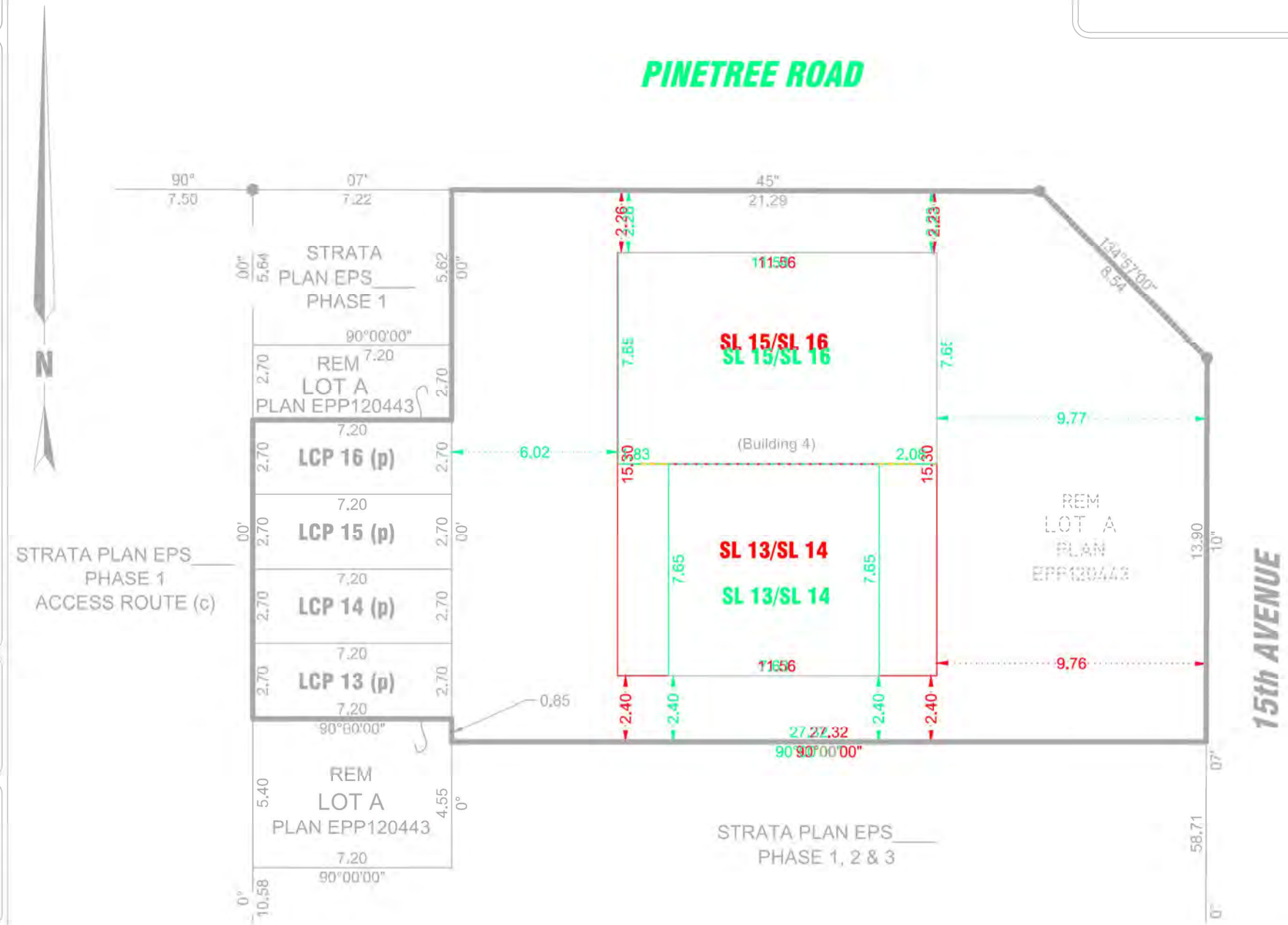
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS (PHASE 4) PRELIMINARY

Sheet 2 of 6



**BUILDING 4
(STRATA LOTS 14 AND 16)
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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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH4.DWG

Date: **March 21st, 2023**

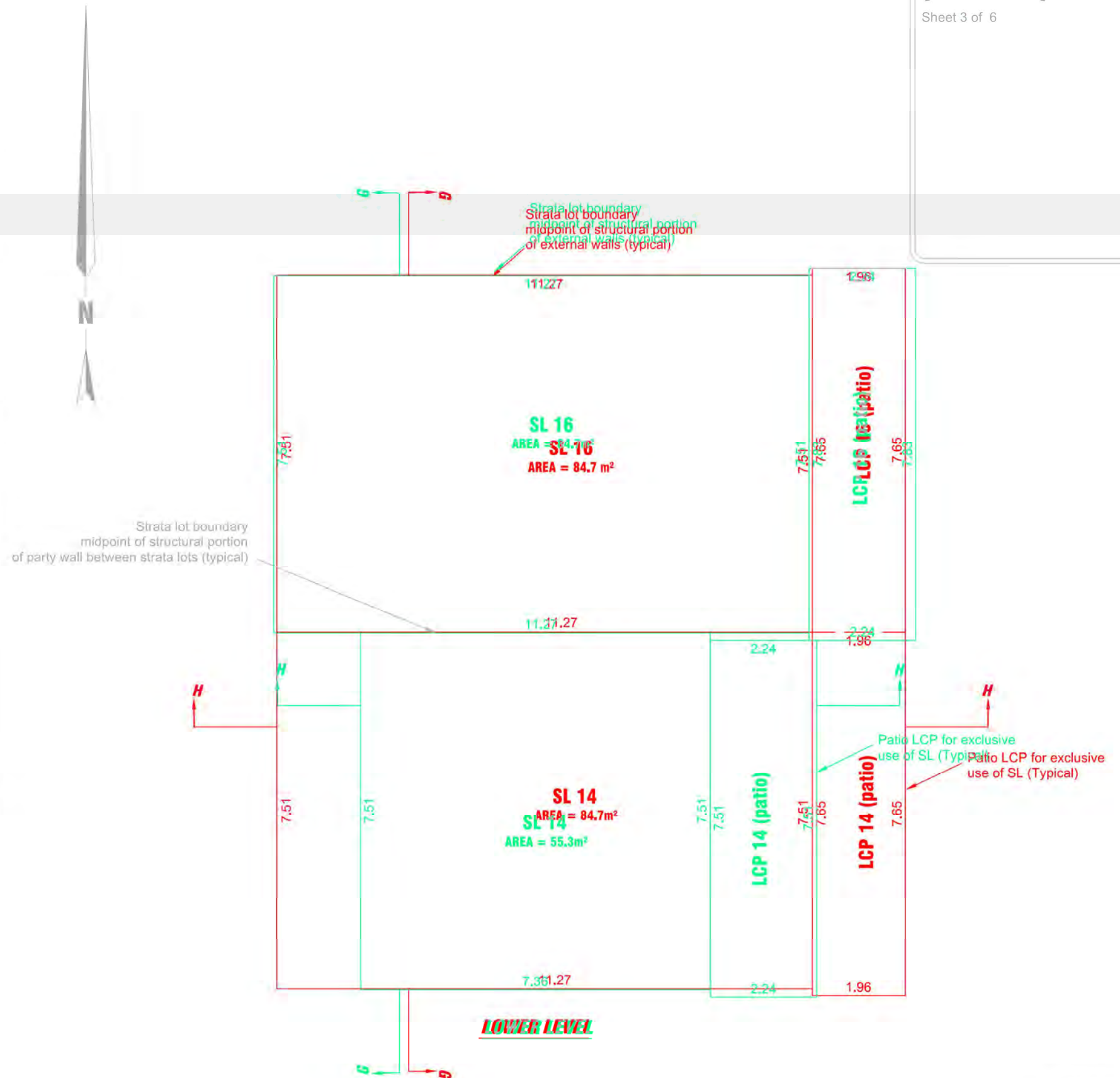
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

Sheet 3 of 6



**BUILDING 4
(STRATA LOTS 13 AND 15)
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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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH4.DWG

Date: **March 21st, 2023**

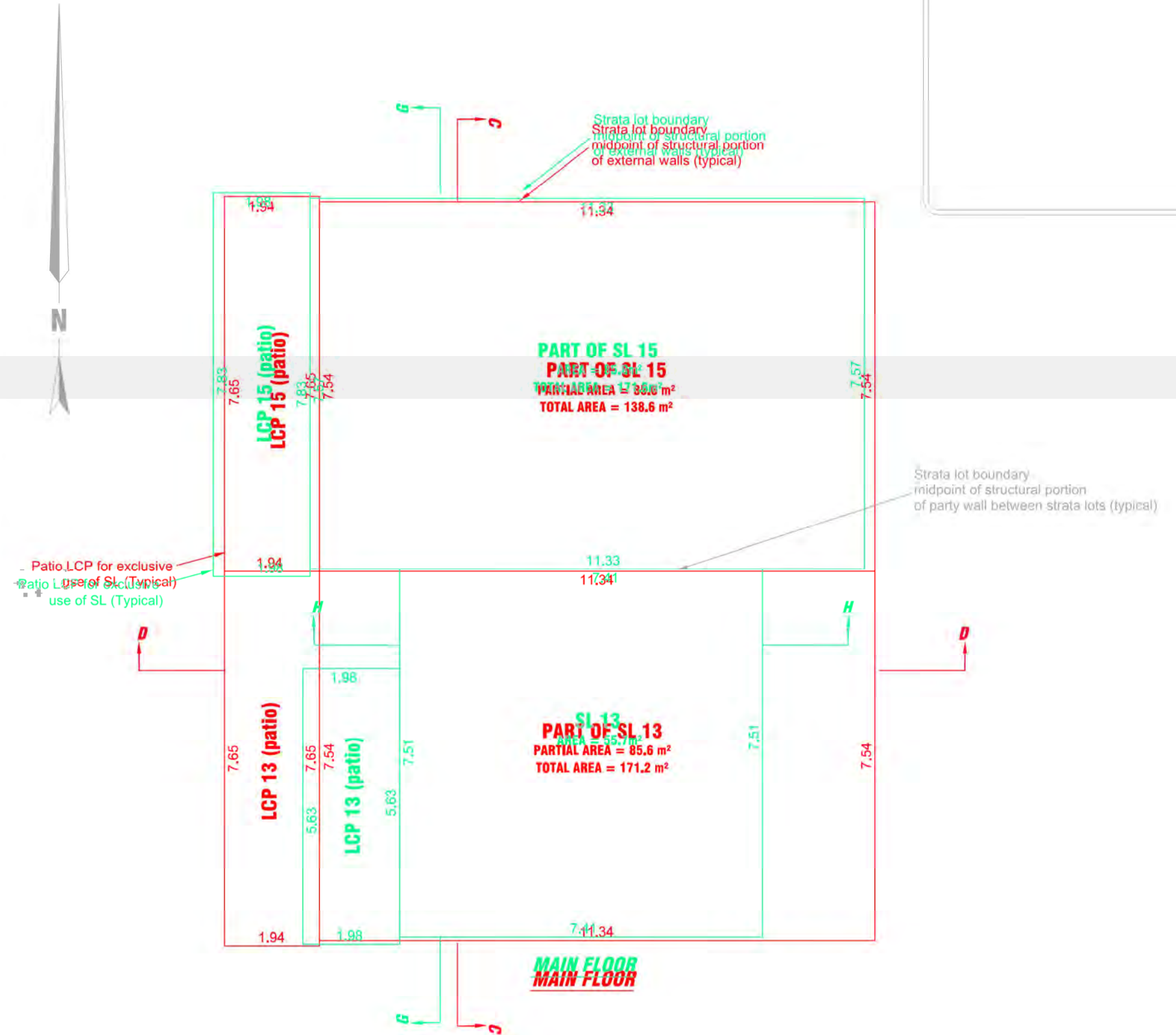
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

Sheet 4 of 6



BUILDING 4
(STRATA LOTS 13 AND 15)
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.

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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH4.DWG

Date: **March 21st, 2023**

Surveyed : DRS

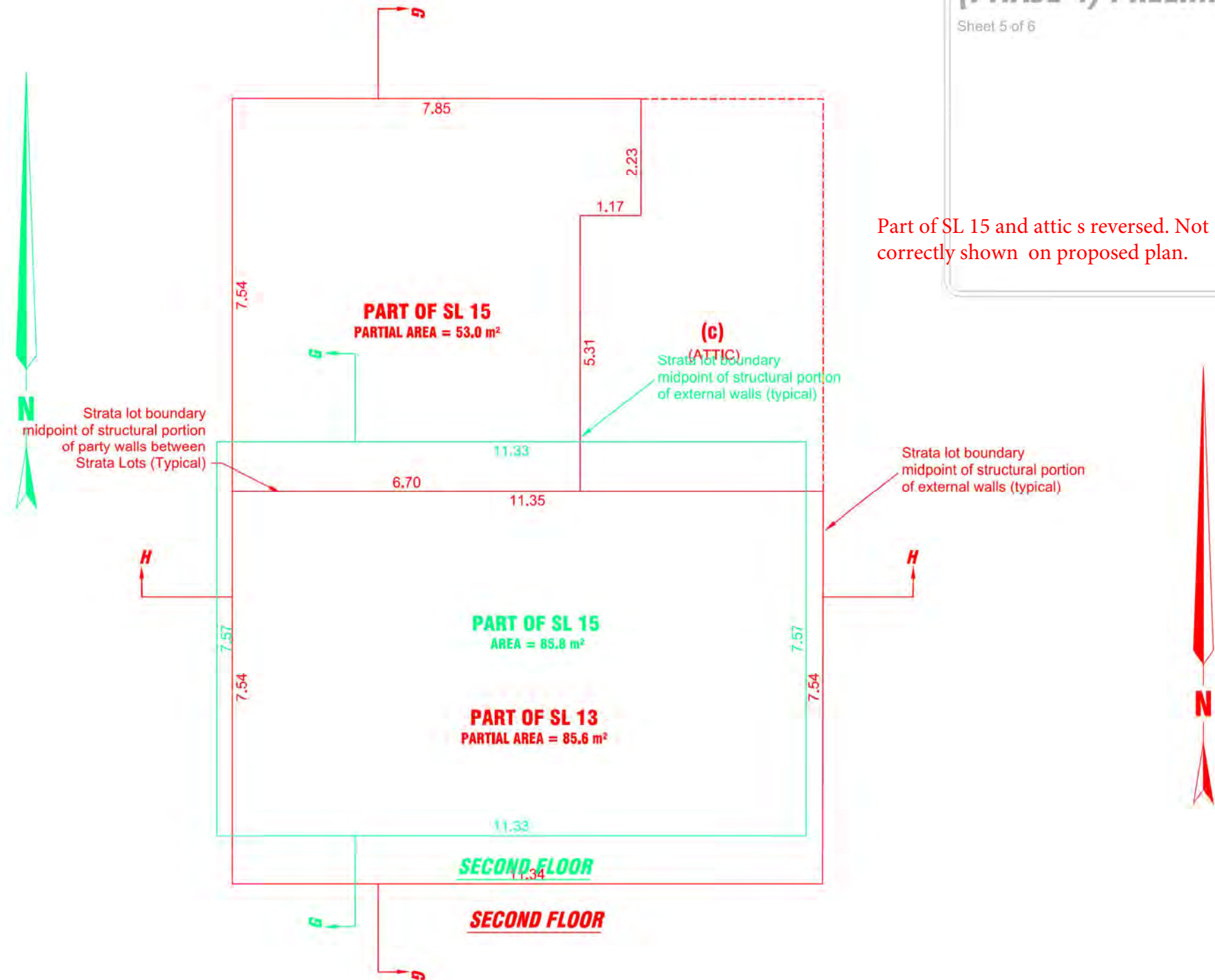
Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS
(PHASE 4) PRELIMINARY

Sheet 5 of 6

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 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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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH4.DWG

Date: March 21st, 2023

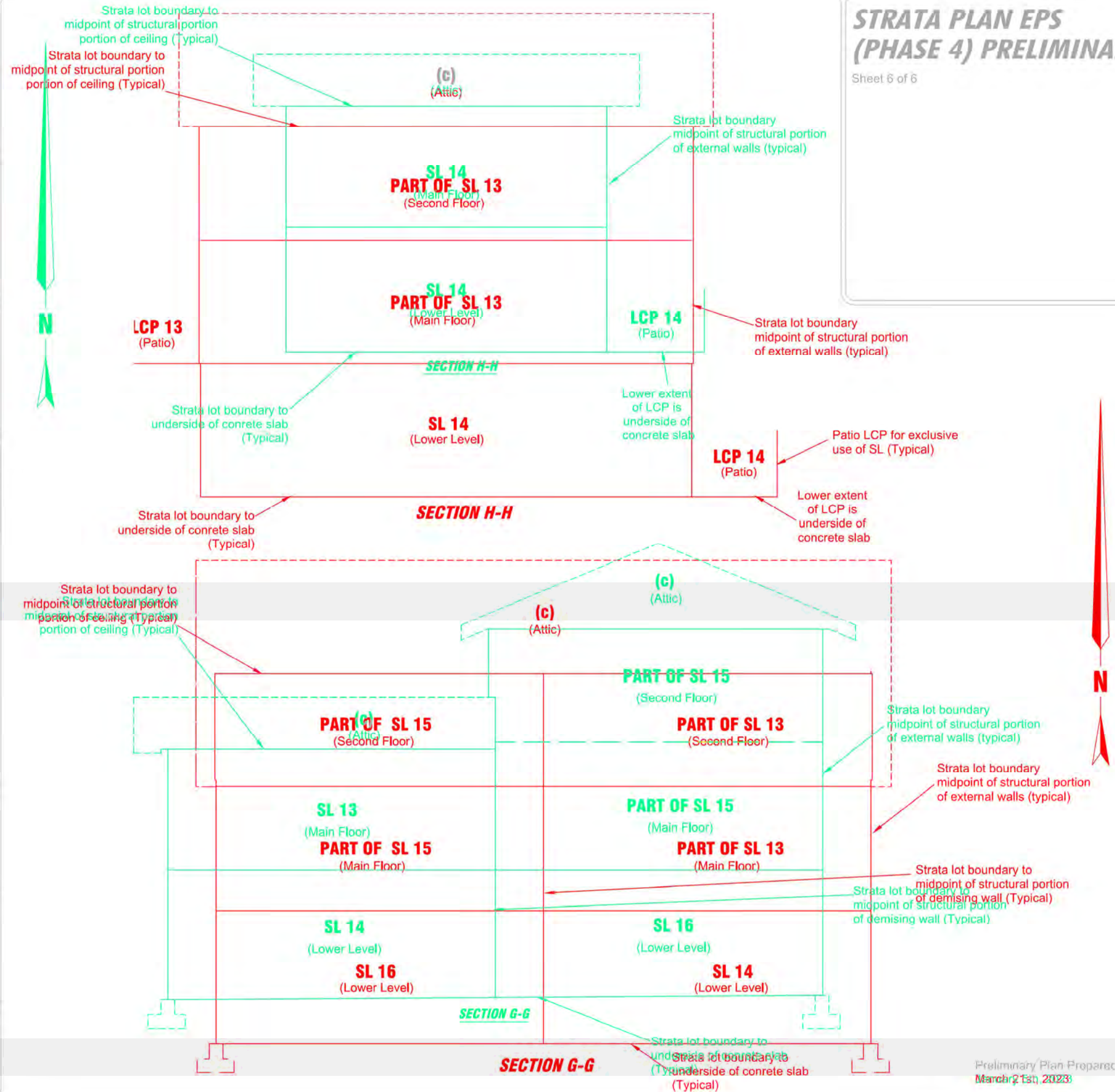
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Drawn: NDW

Checked: EG/AB

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

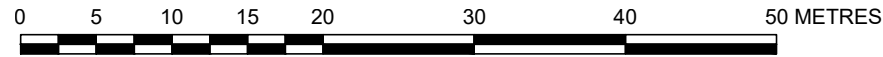
Sheet 6 of 6



Preliminary Plan Prepared:
March 21st, 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 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_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.

Fd Mag Nail PT#21	Fd IP #558
UTM Northing: 5594185.55	UTM Northing: 5593997.71
UTM Easting: 567911.05	UTM Easting: 567981.22
Datum: NAD83(CSR)S)4.0.0.BC.1 UTM ZONE 11	Datum: NAD83(CSR)S)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.	Estimated Absolute Accuracy is 0.04 metres.

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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH5.DWG

Date: January 5th, 2023

Surveyed : DRS

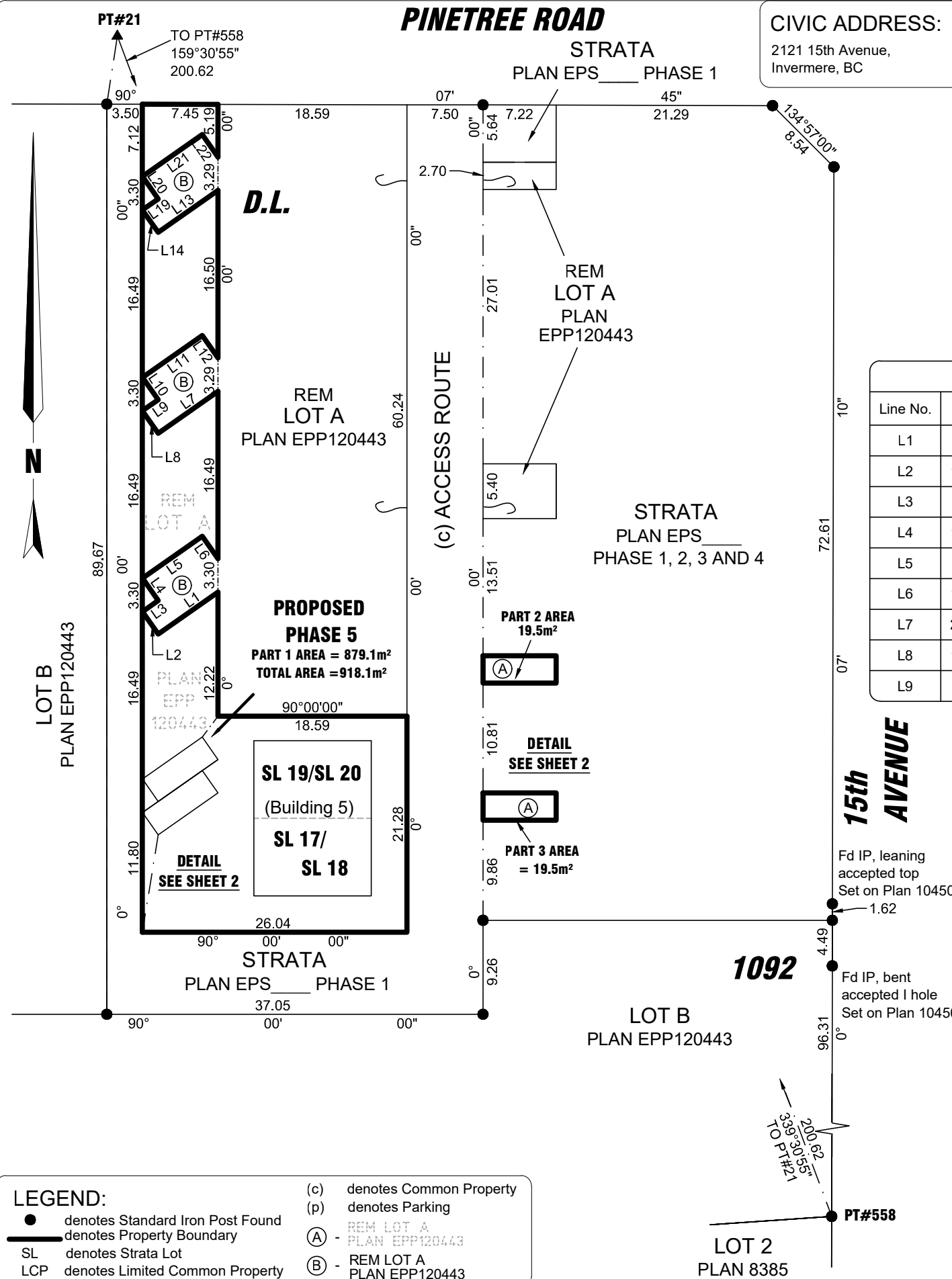
Drawn: NDW

Checked: EG/AB

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
- (A) - REM LOT A PLAN EPP120443
- (B) - REM LOT A PLAN EPP120443



CIVIC ADDRESS:

2121 15th Avenue,
Invermere, BC

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

Sheet 1 of 6

Line Table

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

1092

LOT B
PLAN EPP120443

LOT 2
PLAN 8385

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:

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

GLOBAL RAYMAC LAND SURVEYING LTD.

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 Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH5.DWG

Date: January 5th, 2023

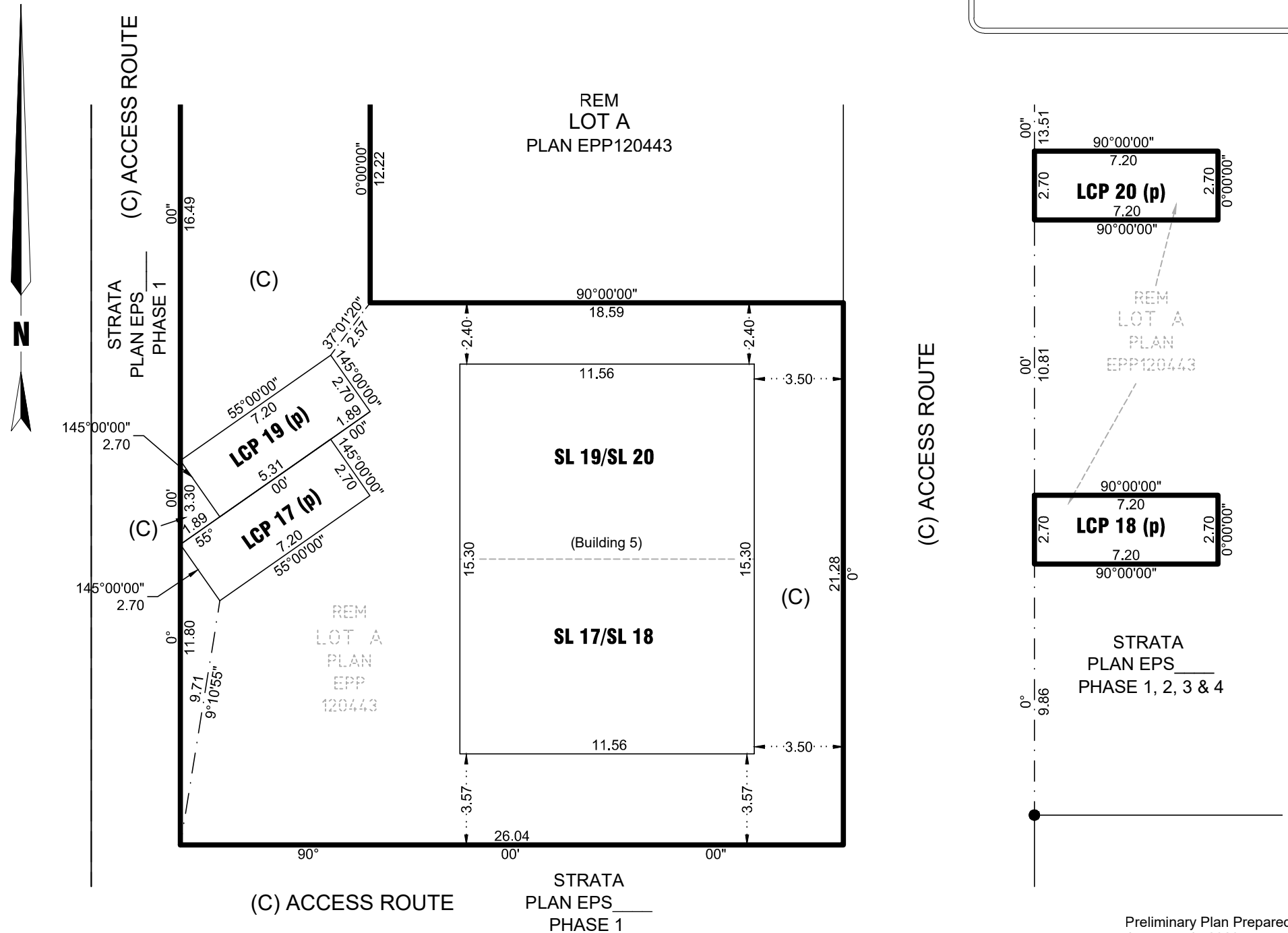
Surveyed : DRS

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



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 Common Property

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH5.DWG

Date: January 5th, 2023

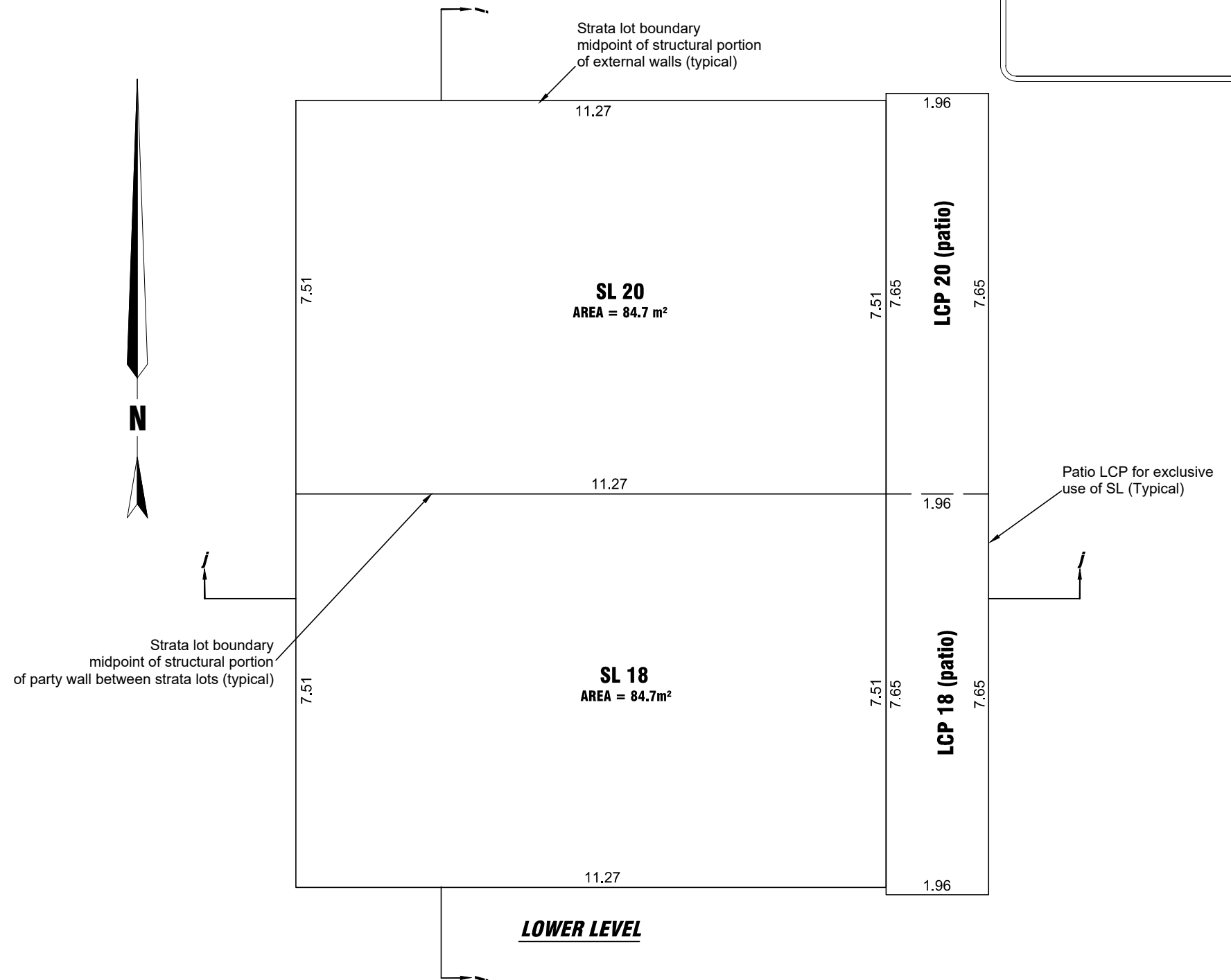
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

Sheet 3 of 6



LOWER LEVEL

Preliminary Plan Prepared
January 5th, 2023

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
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. : 22IX0025

CAD FILE: 22IX0025_ST1_PH5.DWG

Date: January 5th, 2023

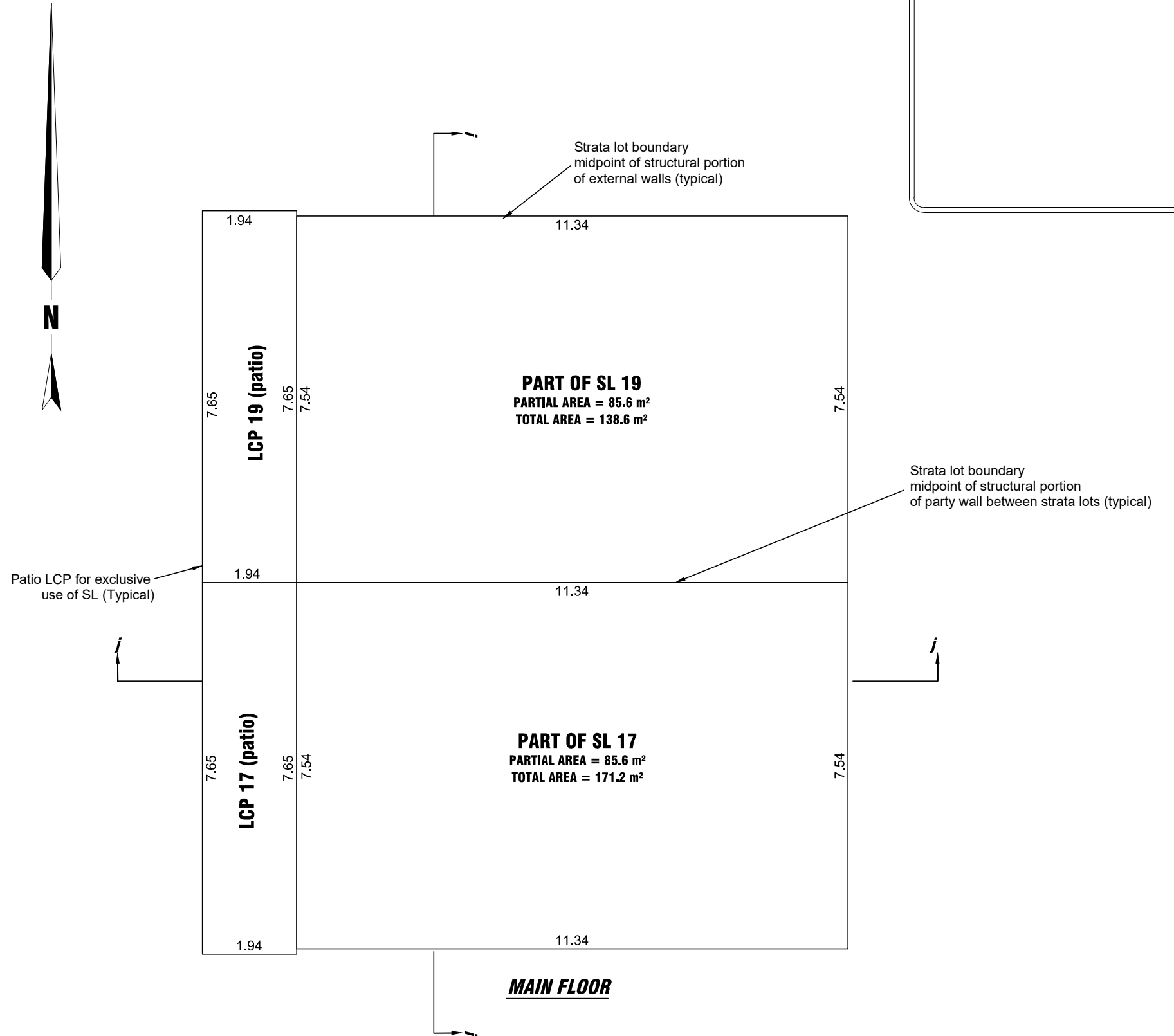
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

Sheet 4 of 6



Preliminary Plan Prepared
January 5th, 2023

STRATA LOTS 17 & 19
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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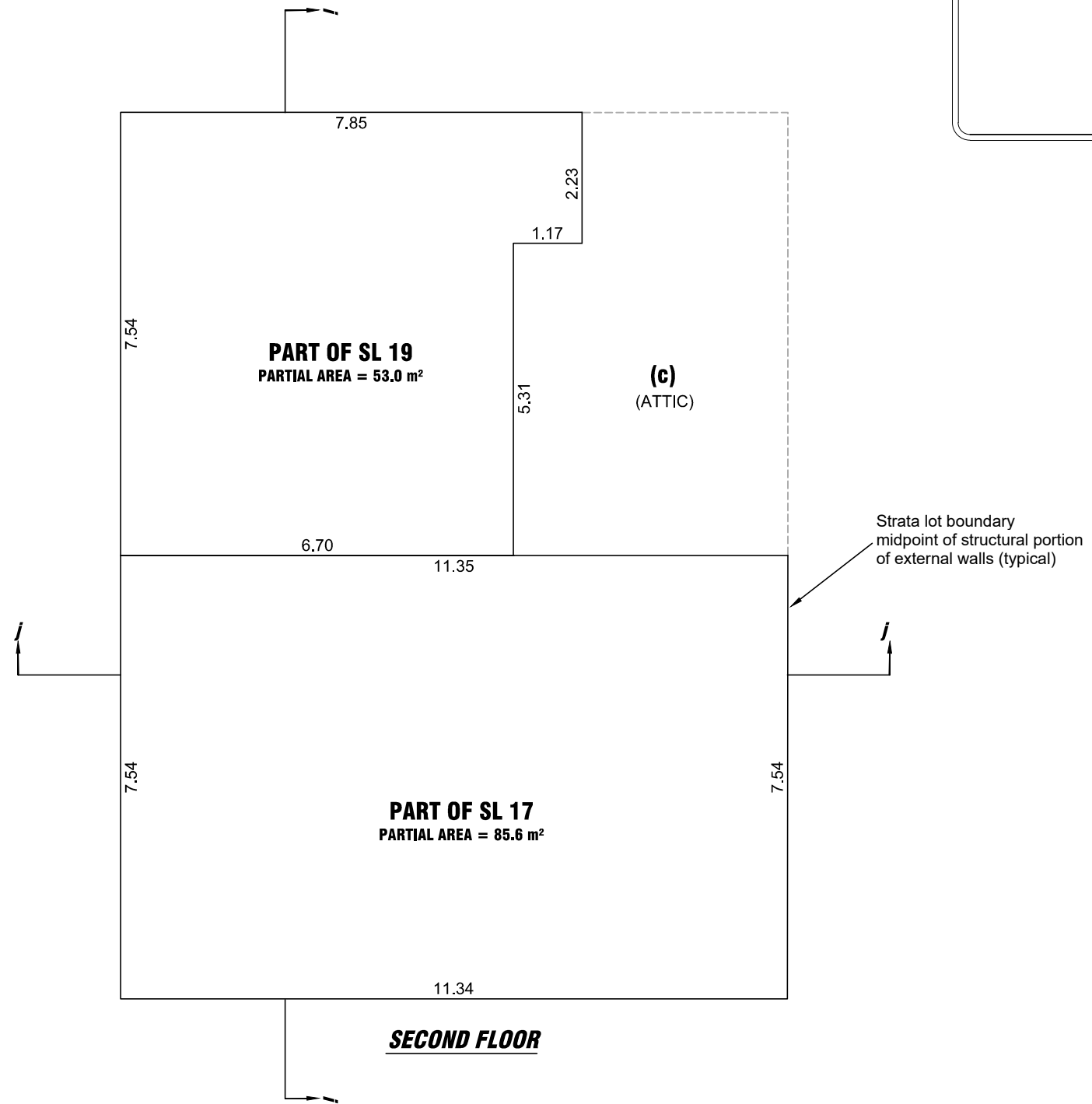
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Drawn: NDW

Checked: EG/AB

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

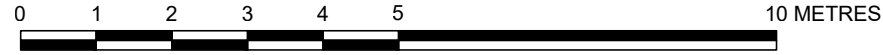
Sheet 5 of 6



Preliminary Plan Prepared
January 5th, 2023

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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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH5.DWG

Date: January 5th, 2023

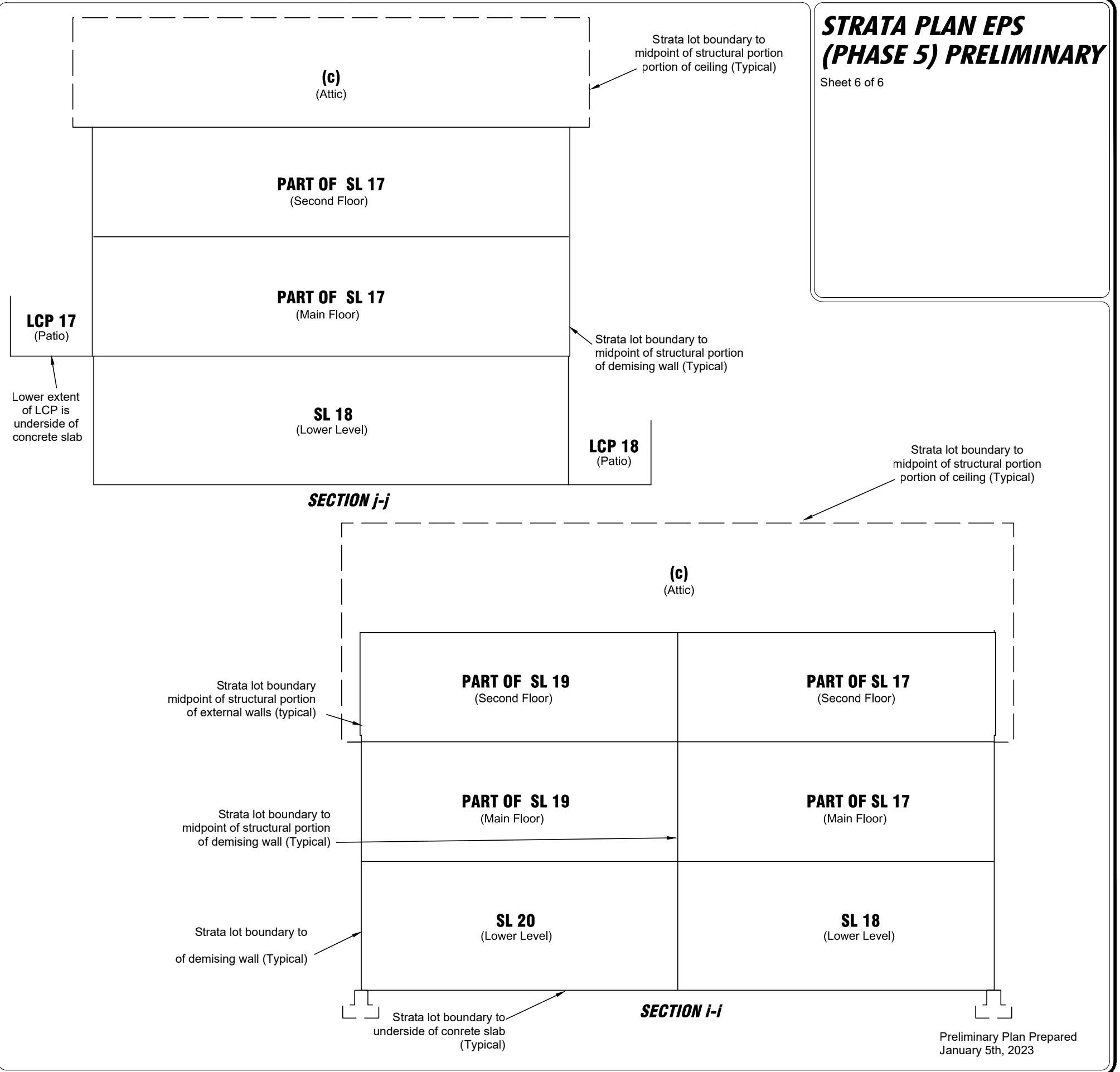
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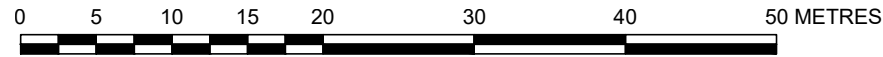
STRATA PLAN EPS
(PHASE 5) PRELIMINARY

Sheet 6 of 6



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

GLOBAL RAYMAC LAND SURVEYING LTD.

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Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH6.DWG

Date: January 5th, 2023

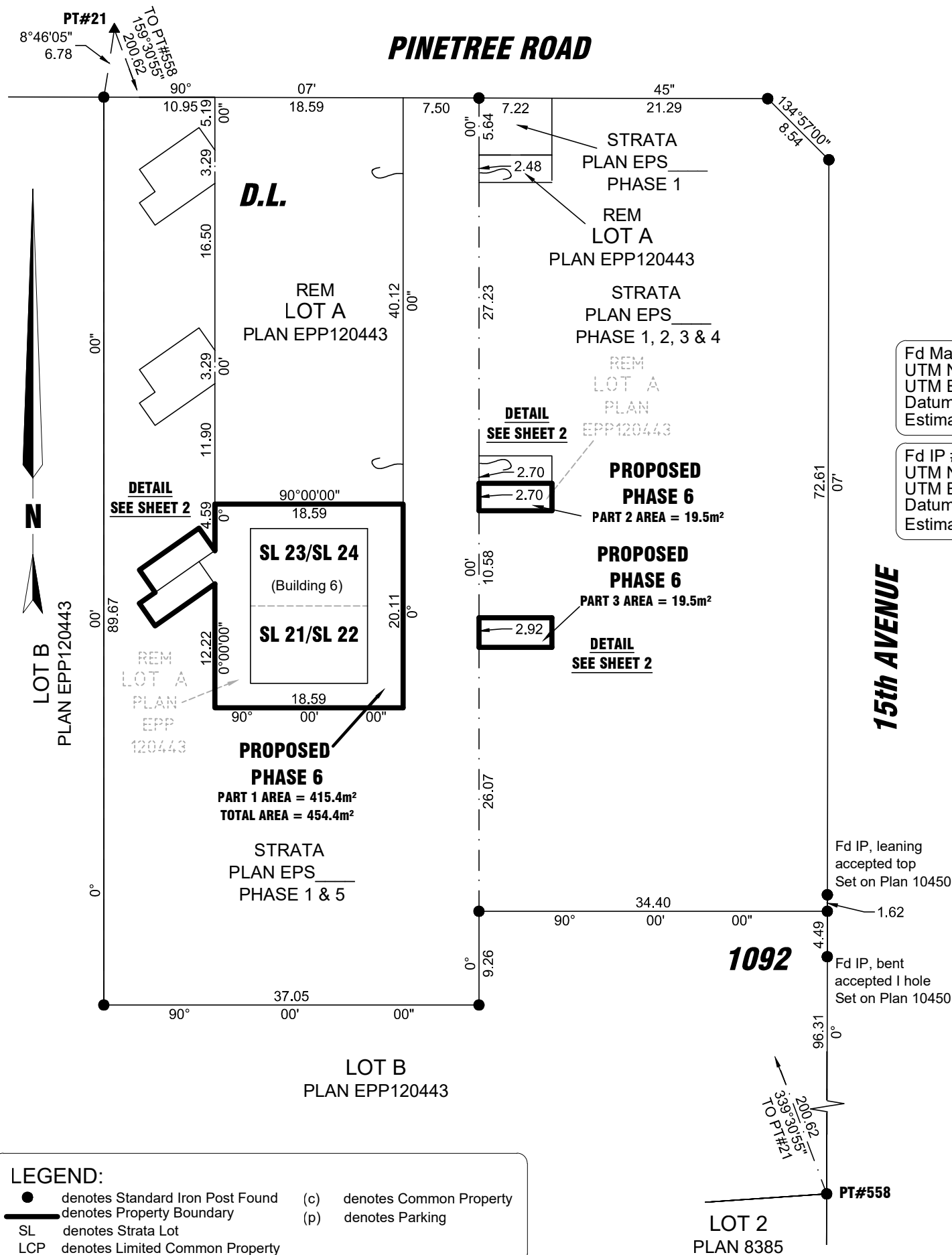
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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



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

Sheet 1 of 6

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

Fd IP, leaning
accepted top
Set on Plan 10450
1.62
Fd IP, bent
accepted 1 hole
Set on Plan 10450
4.49

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

GLOBAL RAYMAC LAND SURVEYING LTD.

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 Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH6.DWG

Date: January 5th, 2023

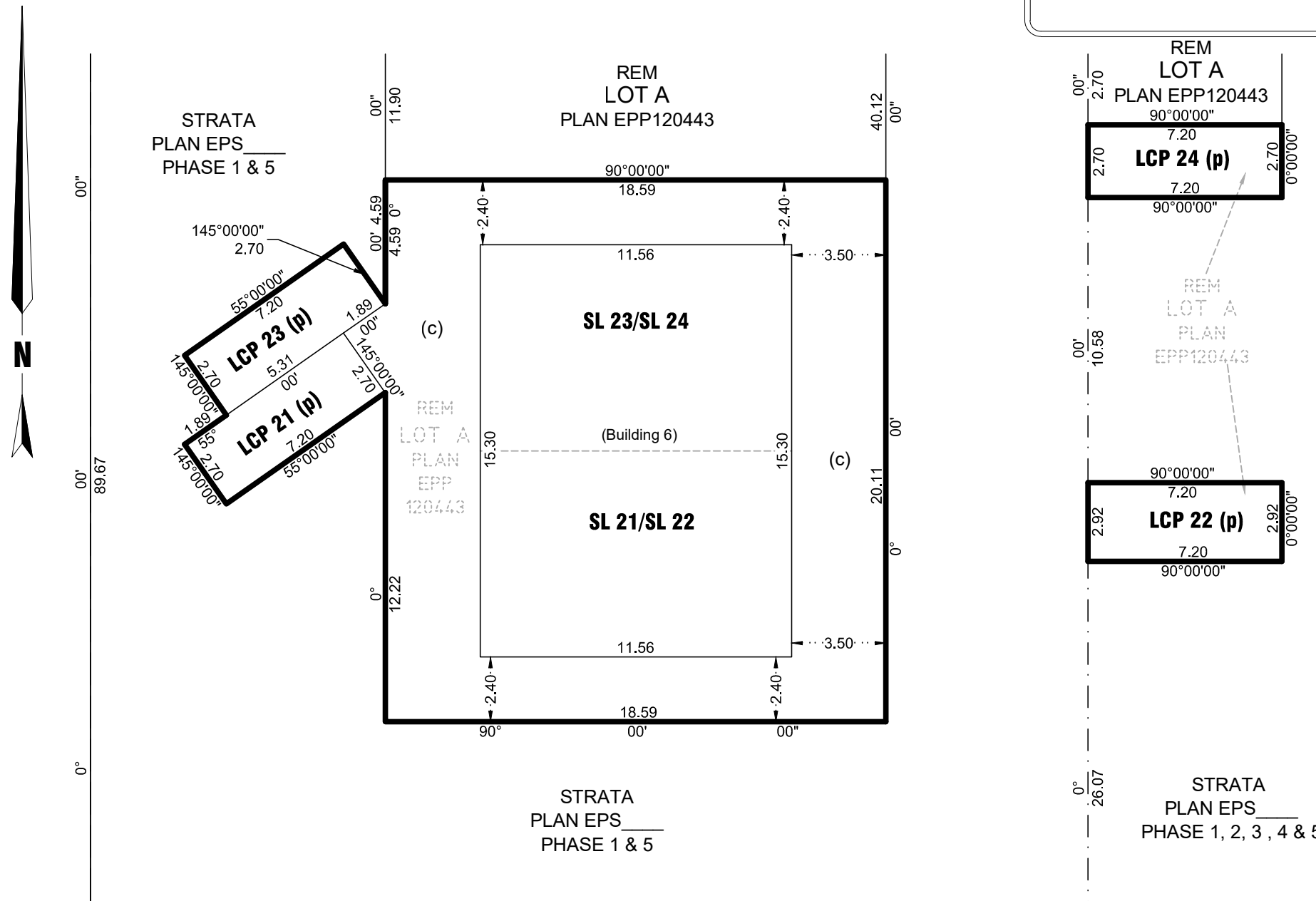
Surveyed : DRS

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



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 Common Property

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Job No. : 22IX0025

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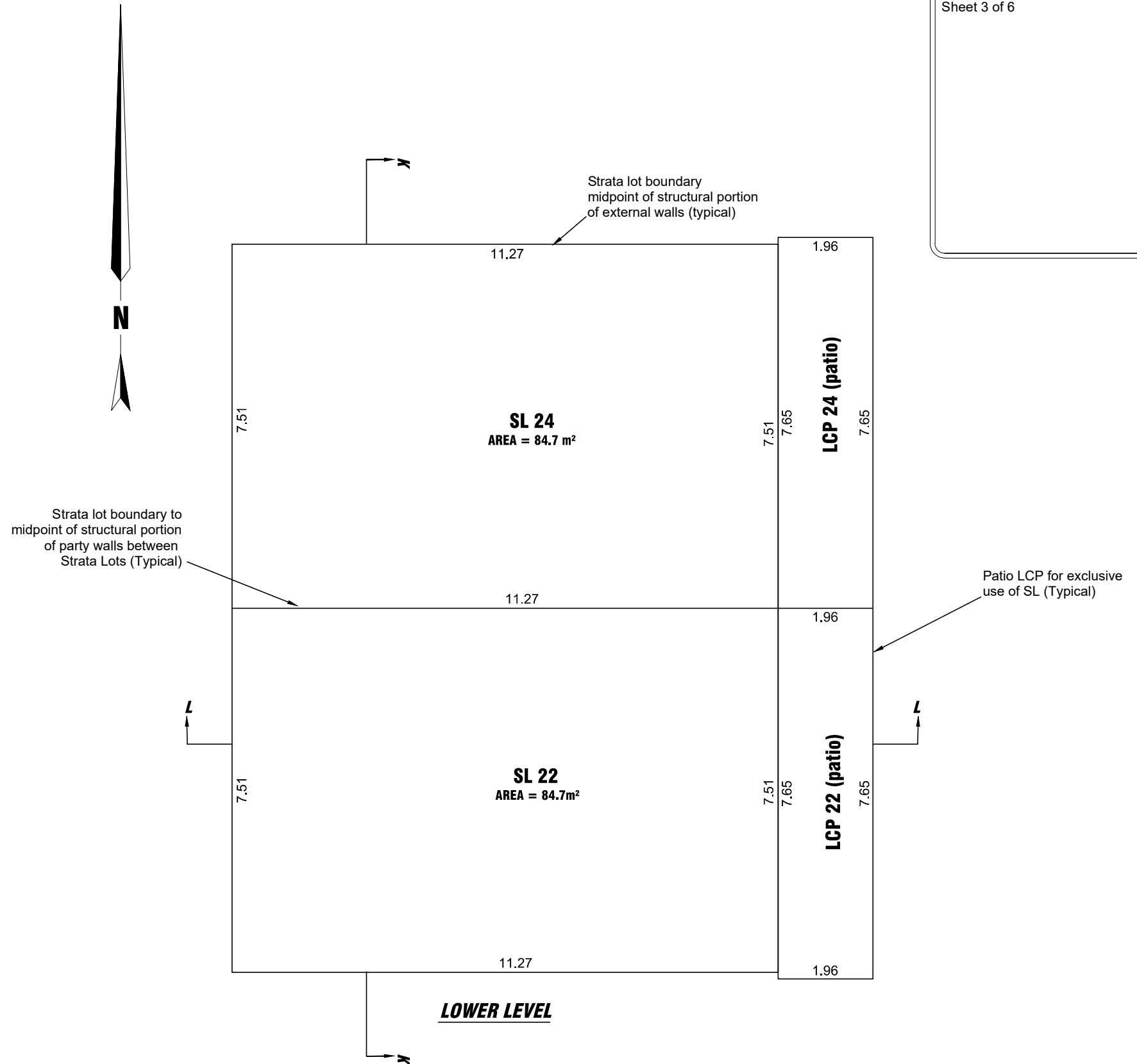
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Drawn: NDW

Checked: EG/AB

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

Sheet 3 of 6

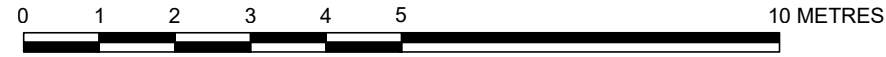


LOWER LEVEL

Preliminary Plan Prepared
January 5th, 2023

STRATA LOTS 21 & 23
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:

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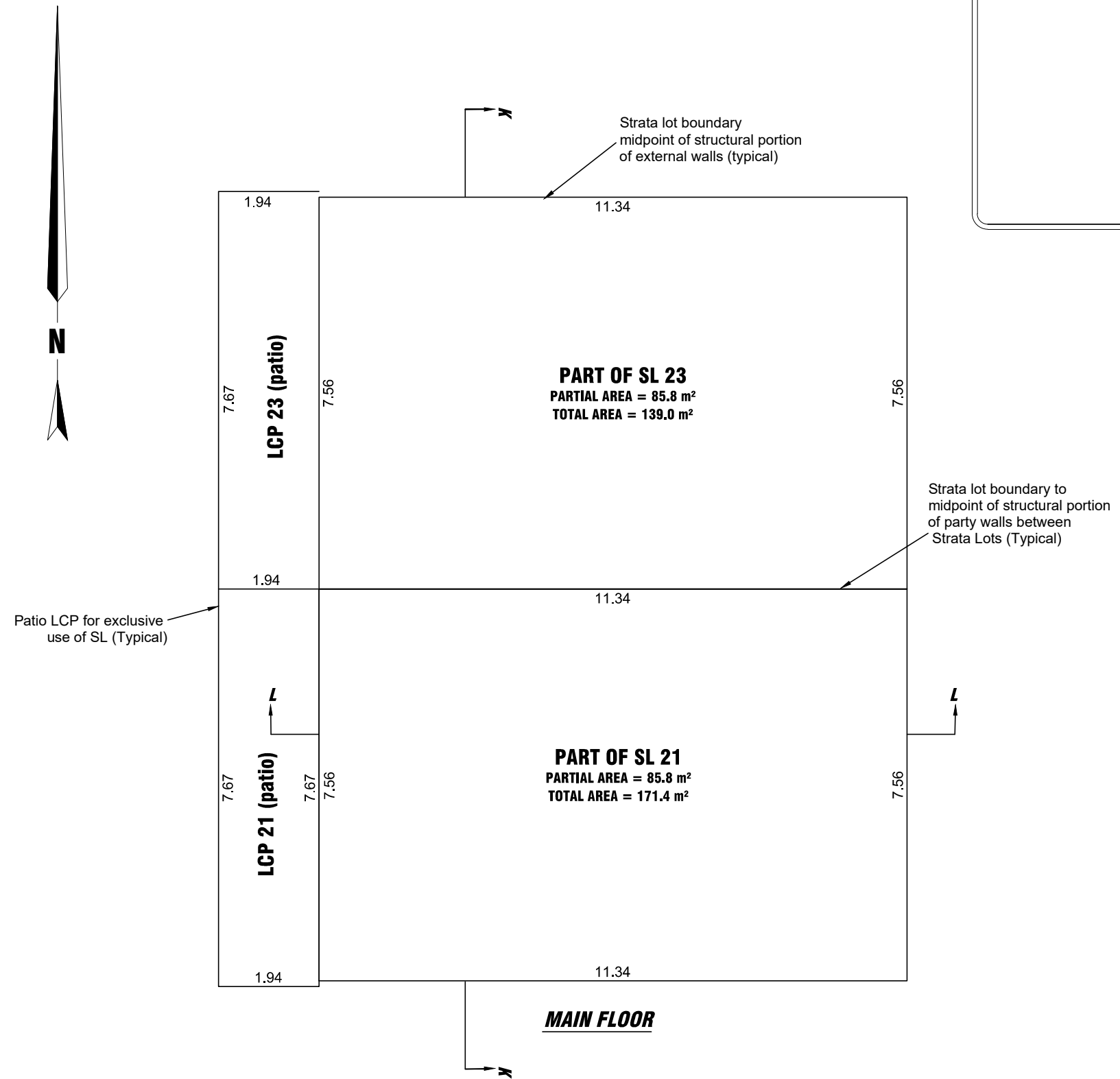
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

Sheet 4 of 6



Preliminary Plan Prepared
January 5th, 2023

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)
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NOTES:

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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
m ²	denotes Common Property

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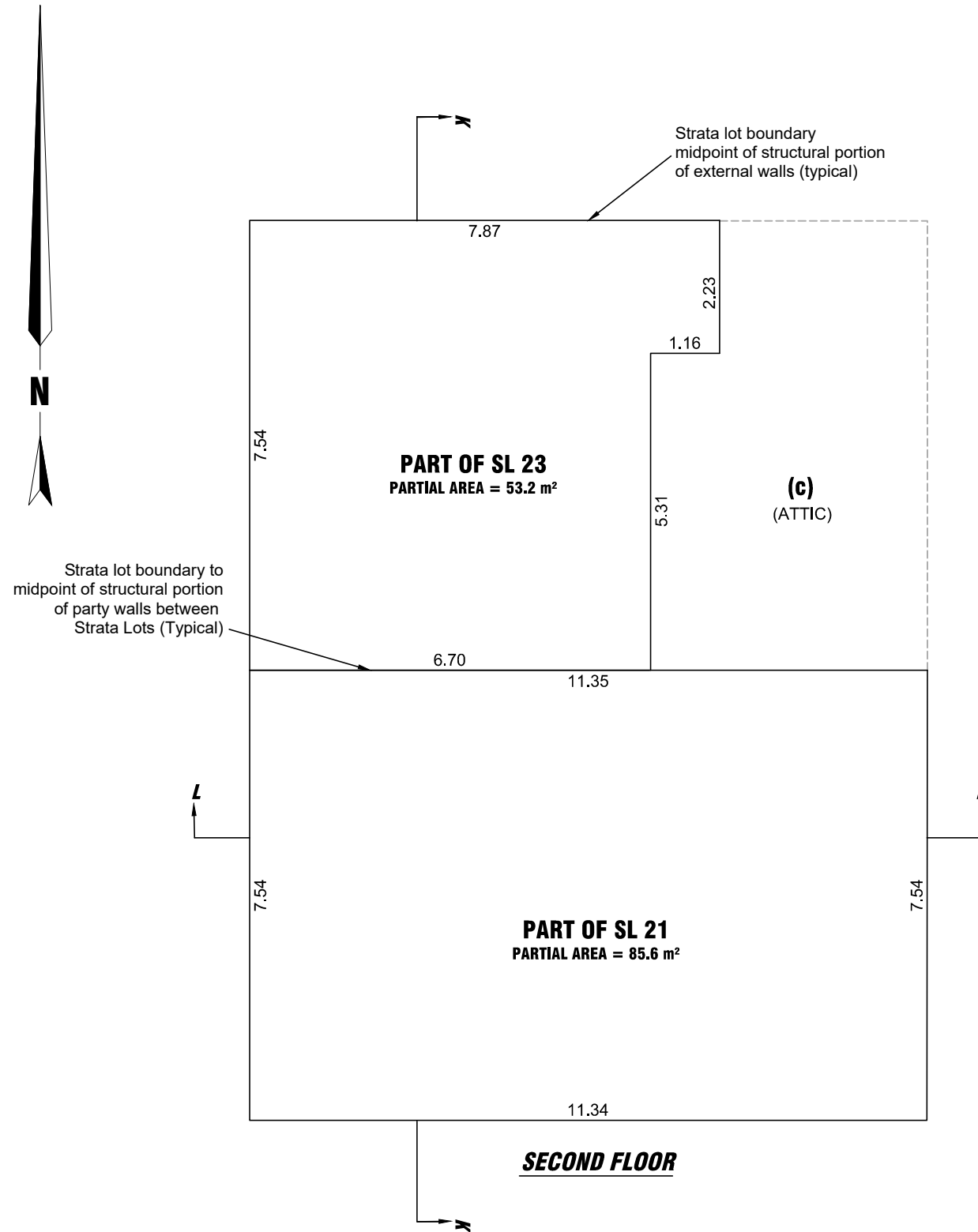
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Checked: EG/AB

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

Sheet 5 of 6



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)
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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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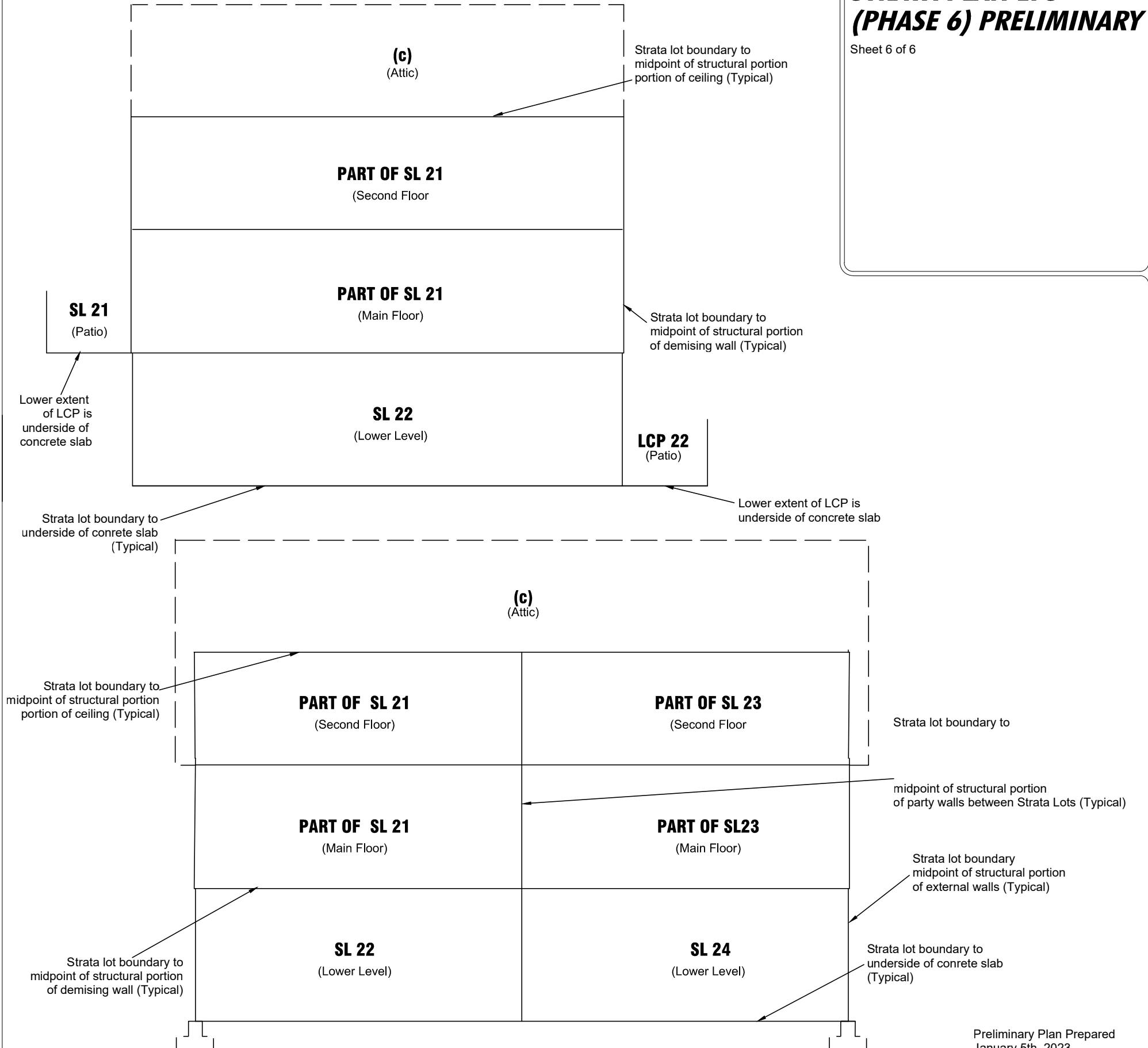
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Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS
(PHASE 6) PRELIMINARY

Sheet 6 of 6



Preliminary Plan Prepared
January 5th, 2023

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:

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

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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH7.DWG

Date: January 4th, 2023

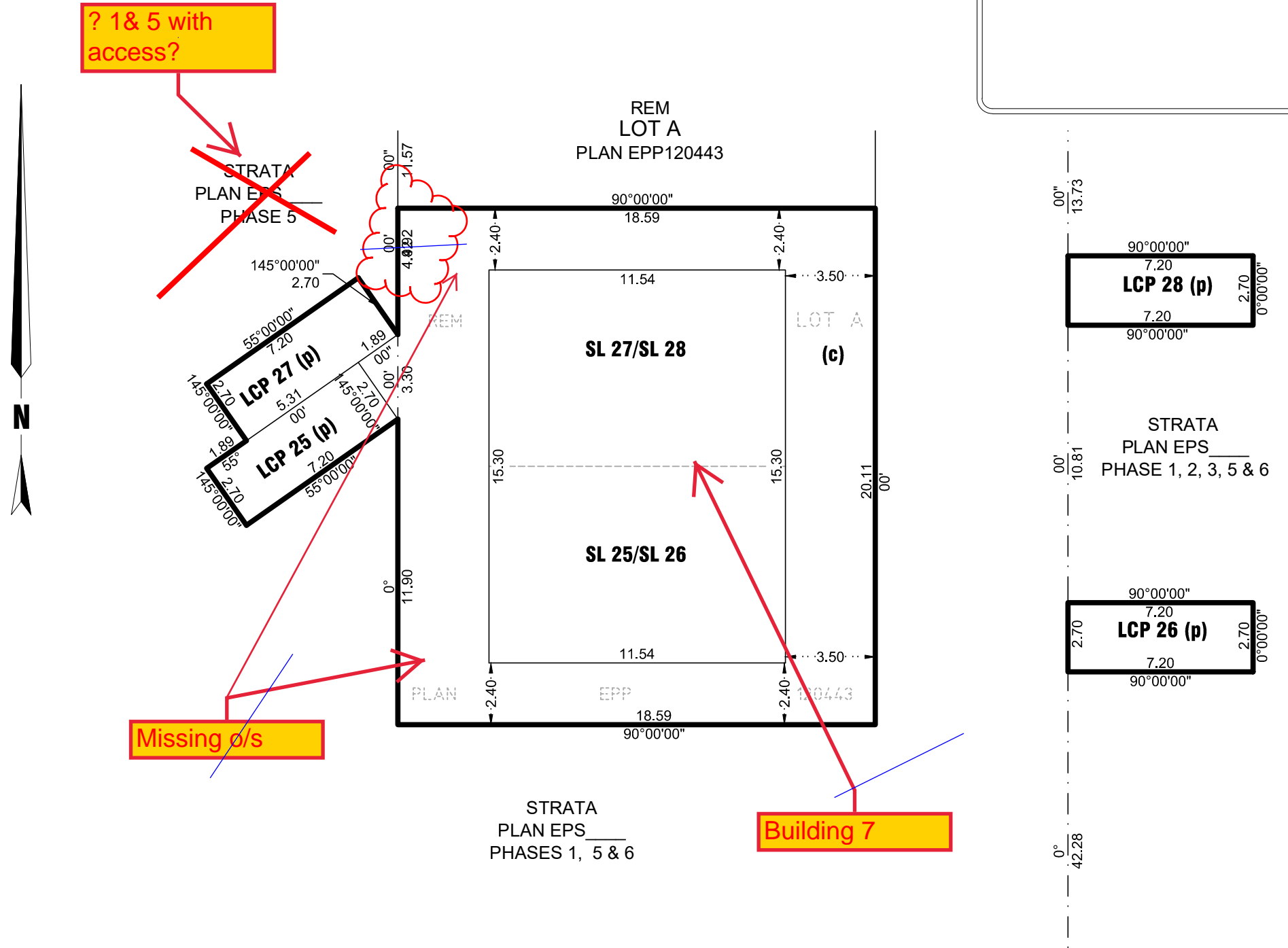
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS (PHASE 7) PRELIMINARY

Sheet 2 of 5



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:

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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

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Date: January 4th, 2023

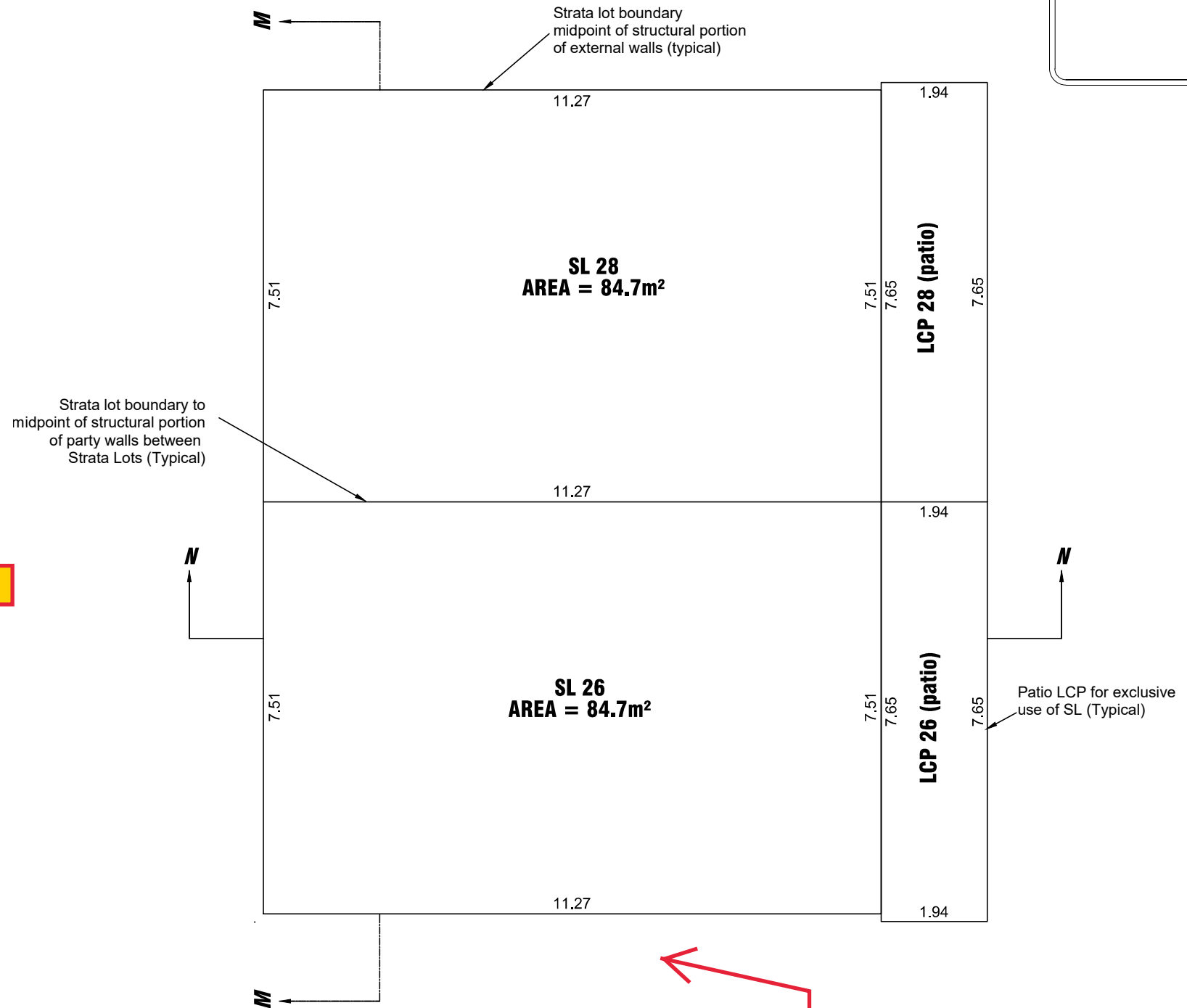
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**STRATA PLAN EPS
(PHASE 7) PRELIMINARY**

Sheet 3 of 5

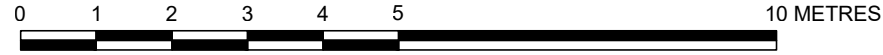


Lower Level

Preliminary Plan Prepared
January 4th, 2023

STRATA LOTS 25 & 27
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.

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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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Date: January 4th, 2023

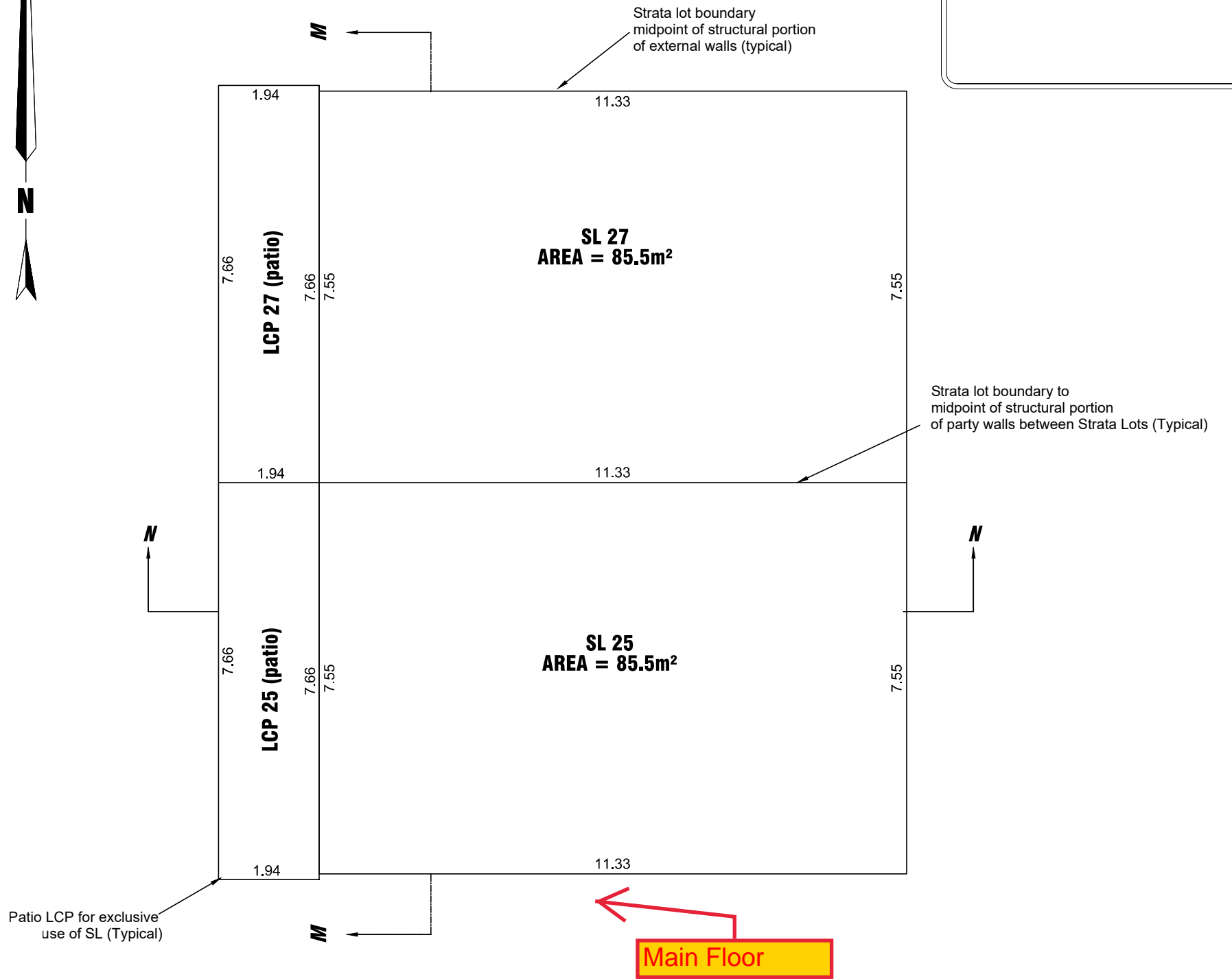
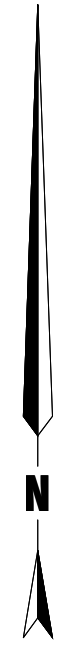
Surveyed : DRS

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

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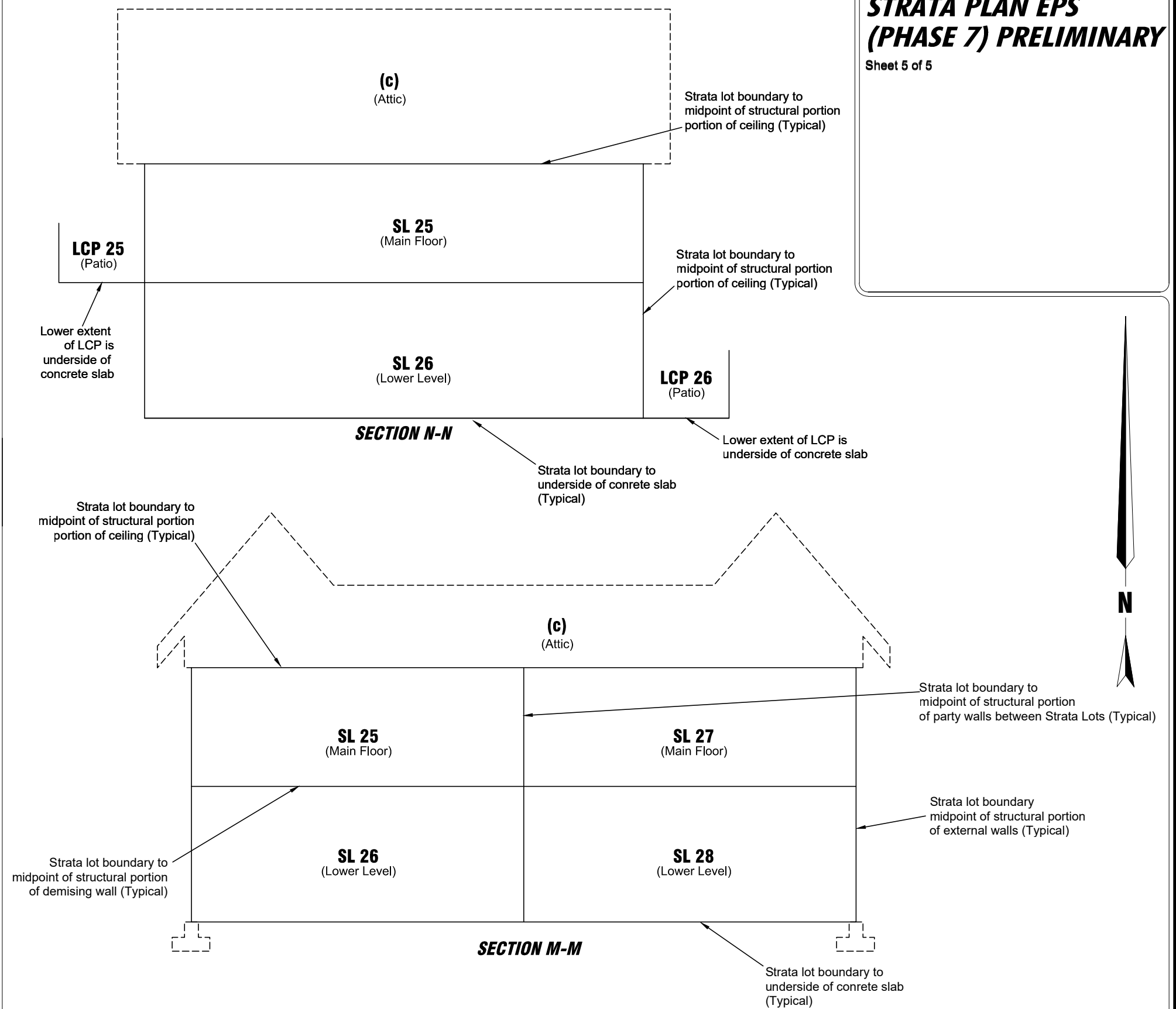
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STRATA PLAN EPS
(PHASE 7) PRELIMINARY

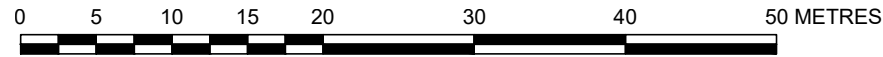
Sheet 5 of 5



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



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 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 (CGVD28 (HT2_0)).

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-IFBP

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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Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH8.DWG

Date: January 5th, 2023

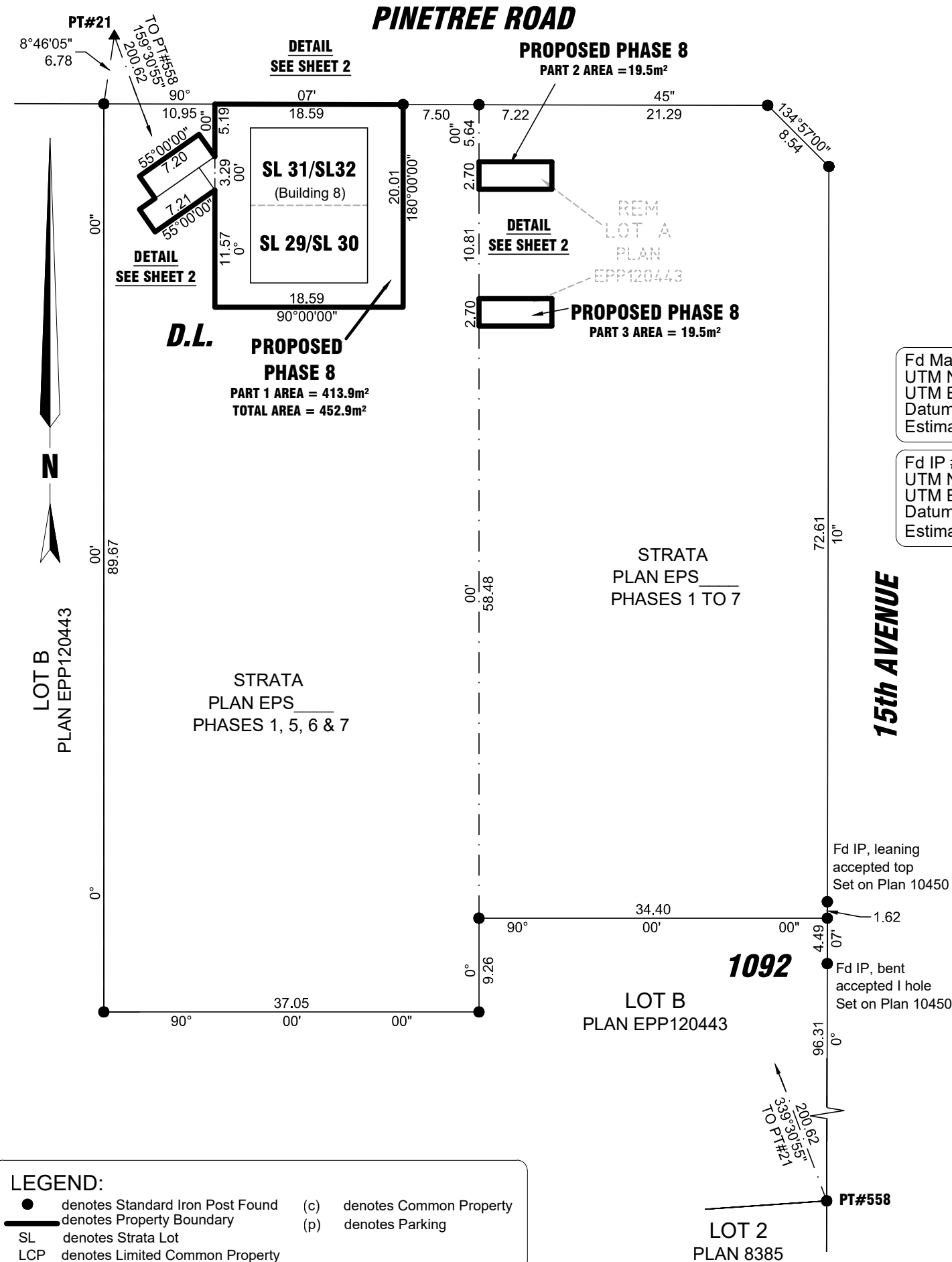
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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



**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)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(CSR)4.0.0.BC.1 UTM ZONE 11
Estimated Absolute Accuracy is 0.04 metres.

Fd IP, leaning
accepted top
Set on Plan 10450

Fd IP, bent
accepted I hole
Set on Plan 10450

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:

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LEGEND:

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 (p) denotes Parking
 (c) denotes Common Property

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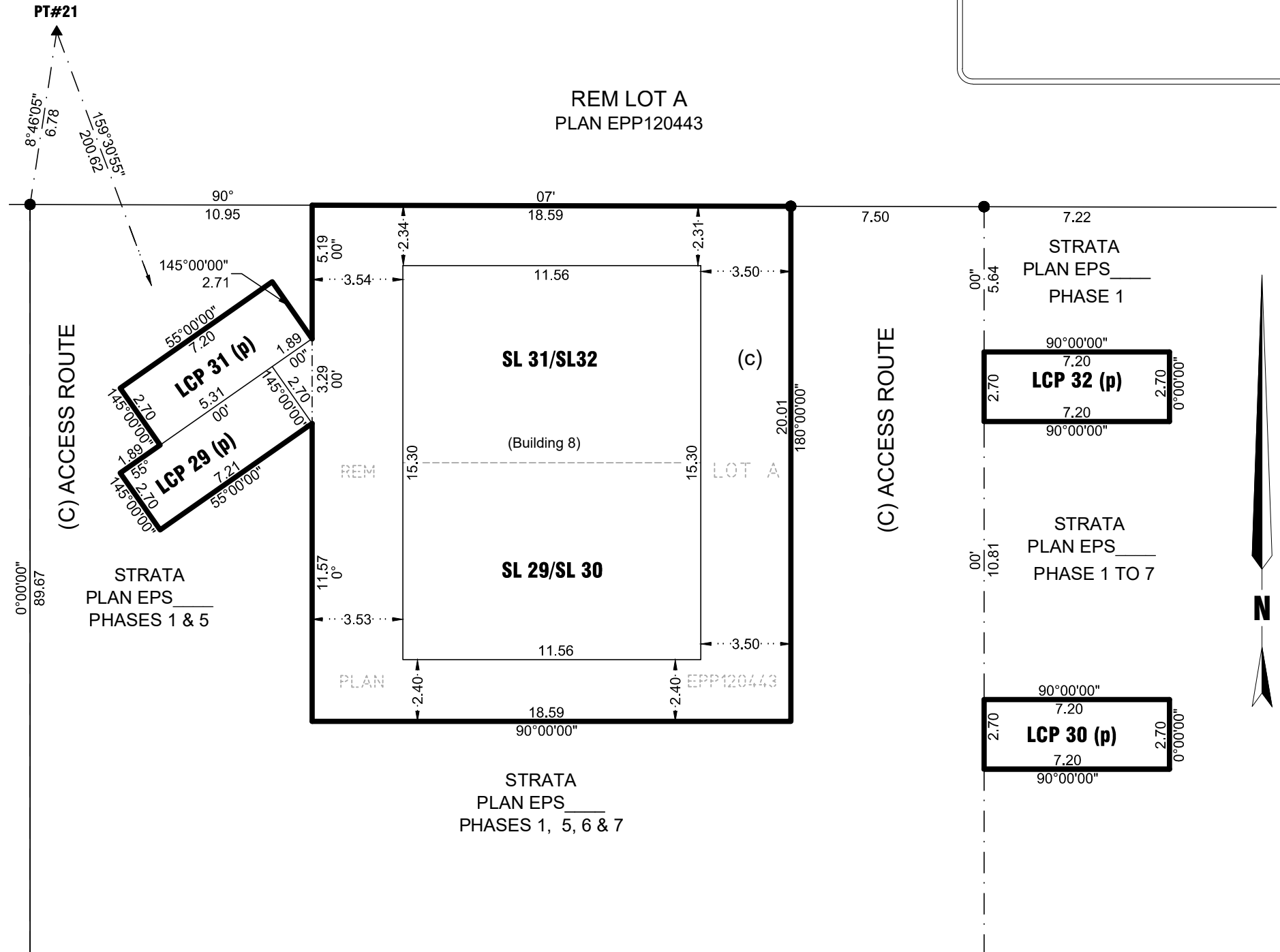
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Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS (PHASE 8) PRELIMINARY

Sheet 2 of 6



Preliminary Plan Prepared January 5th, 2023

STRATA LOTS 30 & 32
LOWER LEVEL

BCGS : 82K.050



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

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

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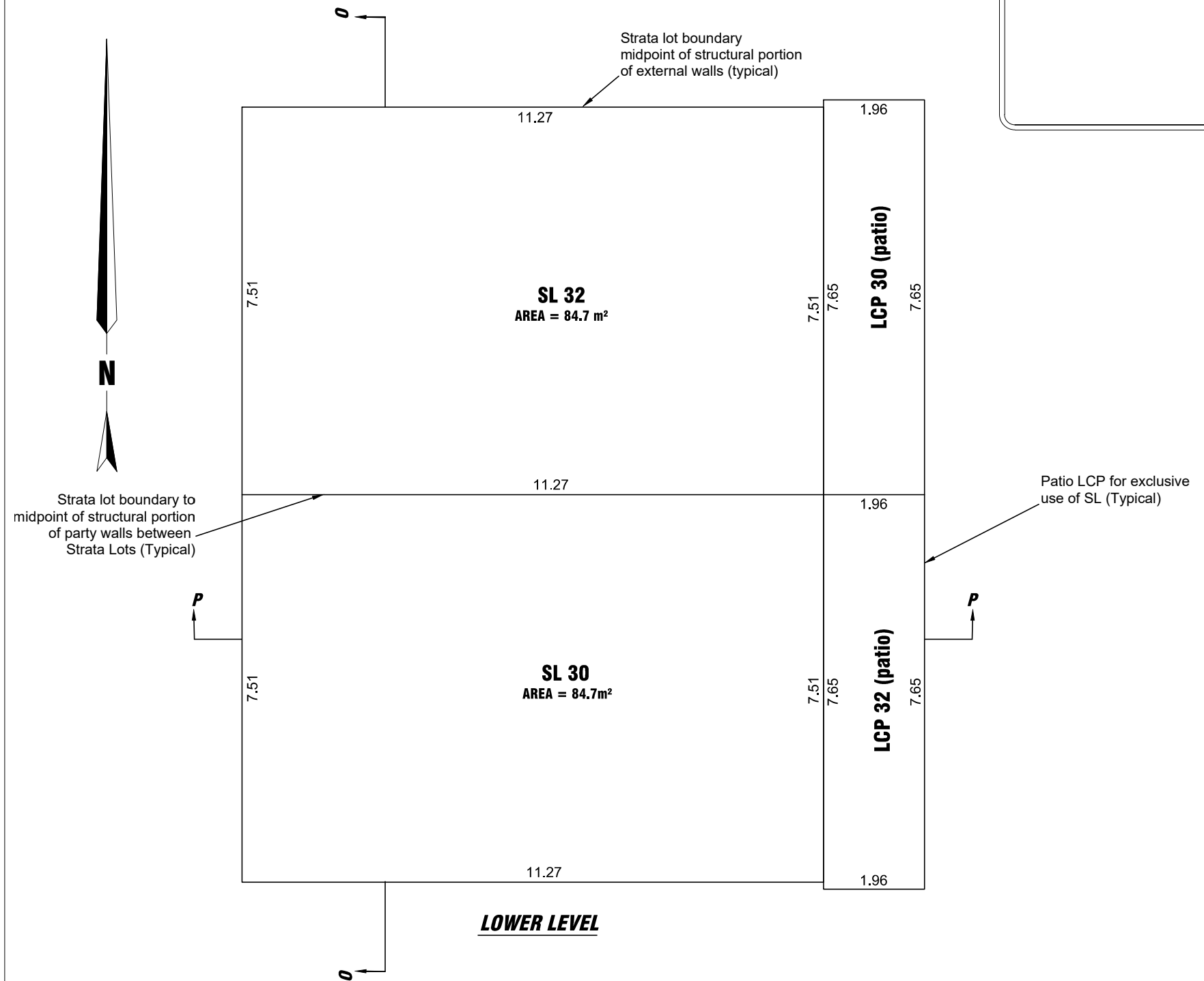
Surveyed : DRS

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.

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Drawn: NDW

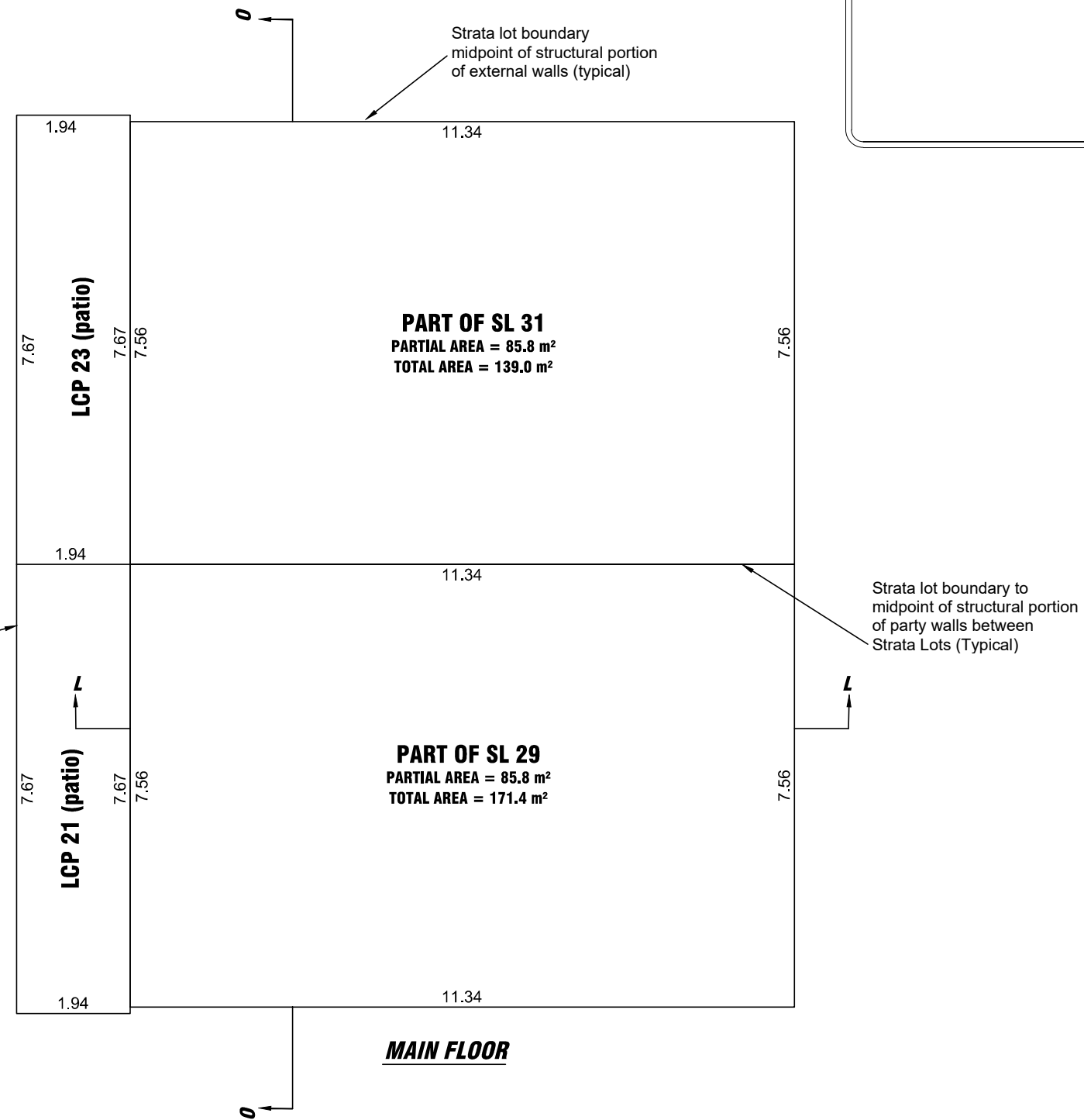
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**STRATA PLAN EPS
(PHASE 8) PRELIMINARY**

Sheet 4 of 6



Patio LCP for exclusive
use of SL (Typical)

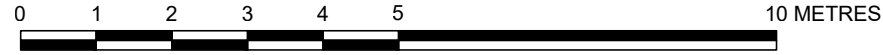


MAIN FLOOR

Preliminary Plan Prepared
January 5th, 2023

STRATA LOTS 29 & 31
SECOND FLOOR

BCGS : 82K.050



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m² denotes meters squared

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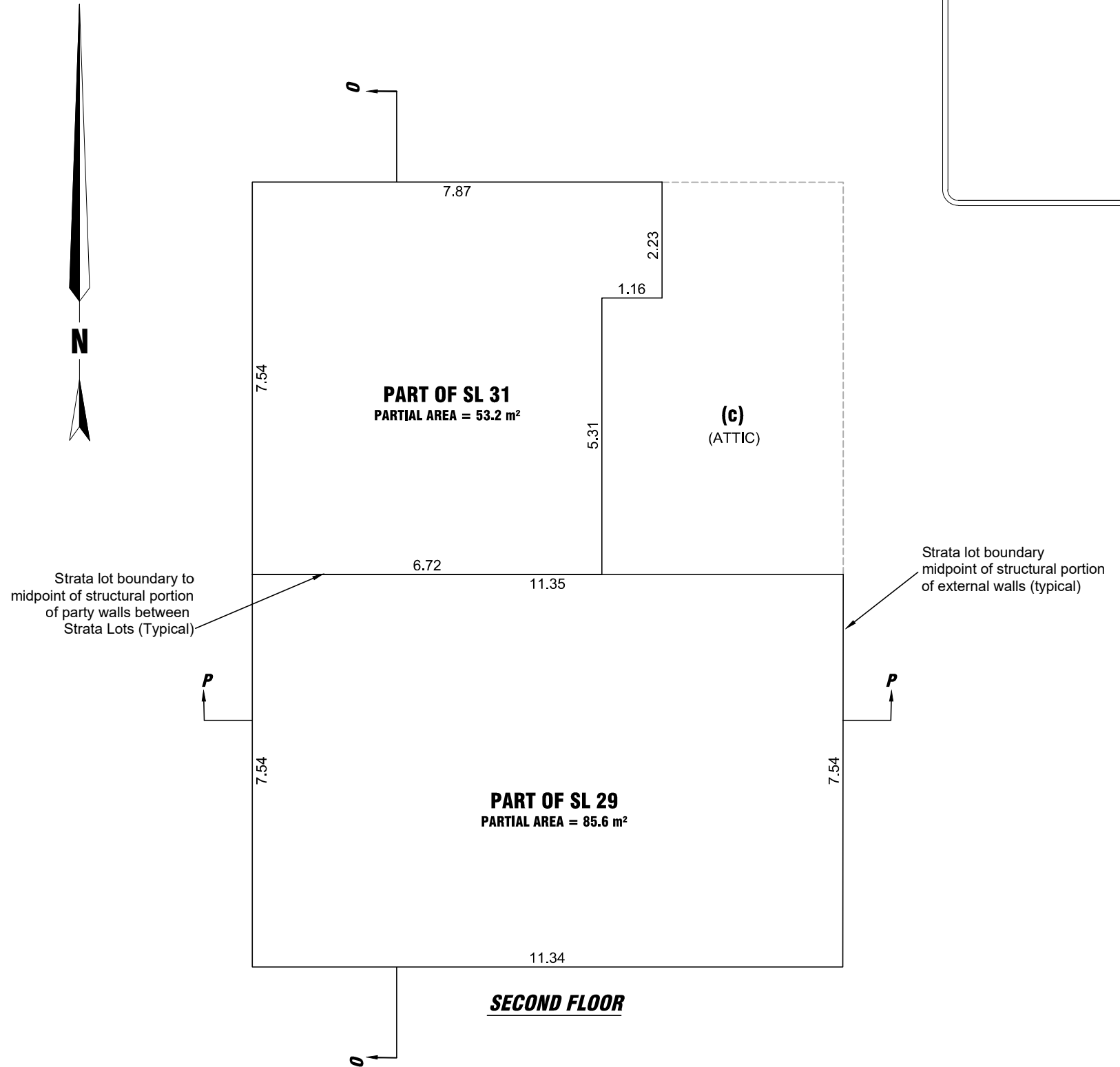
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

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

Sheet 5 of 6

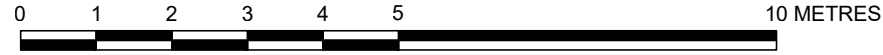


SECOND FLOOR

Preliminary Plan Prepared
January 5th, 2023

STRATA LOTS 29 TO 32
CROSS SECTIONS

BCGS : 82K.050



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280 mm in width by 432 mm in height (B size)
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NOTES:

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LEGEND:

SL denotes Strata Lot
(c) denotes Common Property

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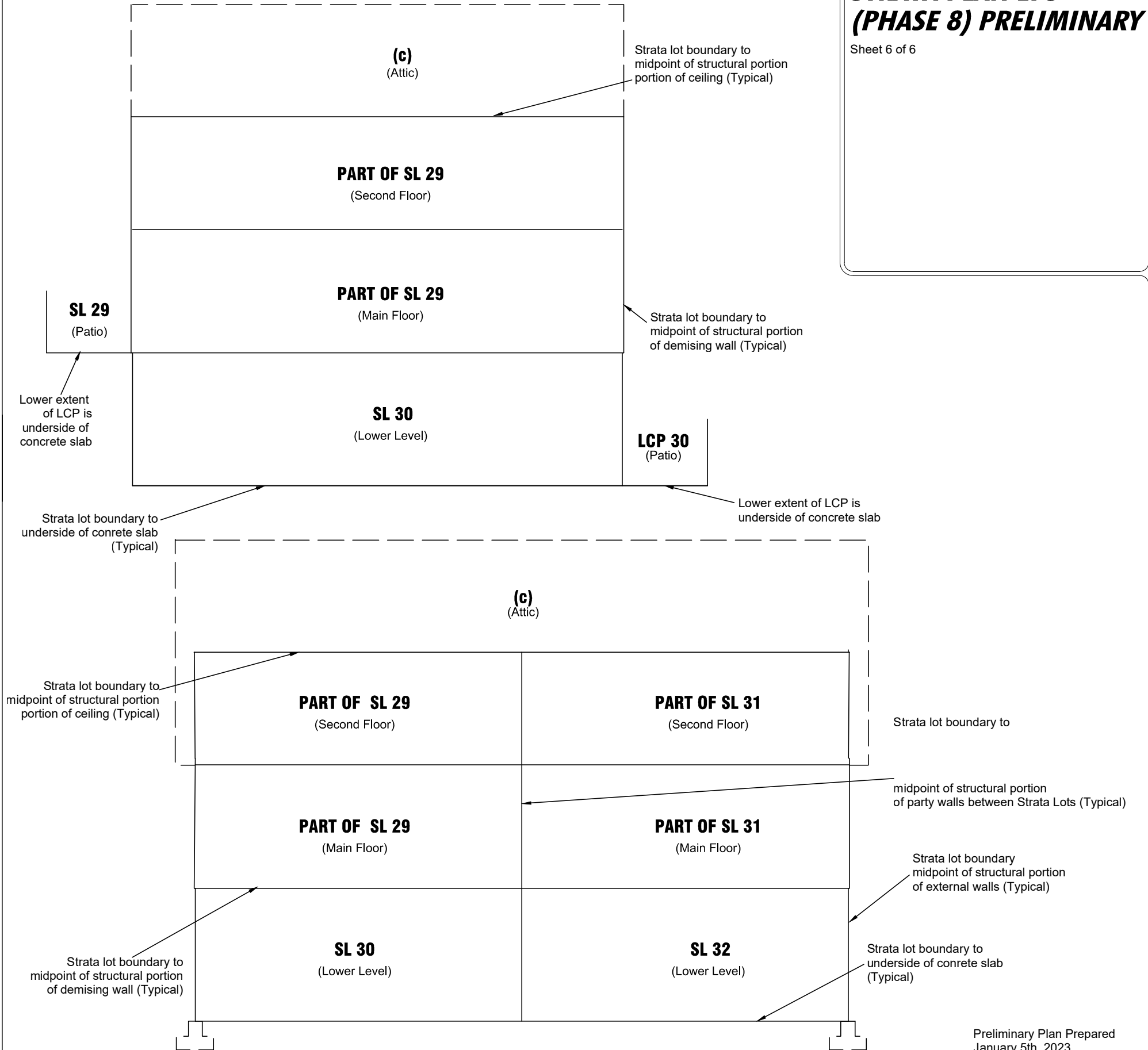
Surveyed : DRS

Drawn: NDW

Checked: EG/AB

STRATA PLAN EPS
(PHASE 8) PRELIMINARY

Sheet 6 of 6



Preliminary Plan Prepared
January 5th, 2023

Exhibit C3

ASSEMBLY SCHEDULES

EXTERIOR WALLS

W01- 6" ICF EXTERIOR WALL
 -CLADDING AS PER ELEVATIONS
 -AIR BARRIER
 -2 1/2" RIGID INSULATION
 -6" CONCRETE
 -2 1/2" RIGID INSULATION
 -VAPOUR BARRIER
 1/2" GYPSUM WALL BOARD

W02- 6" ICF CENTRE WALL (1HR FRR)
 -1/2" GYPSUM WALL BOARD TYPE 'X'
 -2 1/2" RIGID INSULATION
 -6" CONCRETE
 -2 1/2" RIGID INSULATION
 -1/2" GYPSUM WALL BOARD TYPE 'X'

W03- DORMER/ATTIC INSULATED WALL
 -CLADDING AS PER ELEVATIONS
 -3/4" VERTICAL WOOD STRAPPING
 -AIR BARRIER
 -1/2" GYPSUM WALL BOARD TYPE 'X'
 -2x6 WOOD STUDS @ 16" O.C.
 -VAPOUR BARRIER
 -2 LAYERS 5/8" GYPSUM WALL BOARD TYPE 'X'

INTERIOR PARTITIONS

P01- 2x4 INTERIOR PARTITION
 -1/2" GYPSUM WALL BOARD
 -2x4 WOOD STUDS @ 16" O.C.
 -1/2" GYPSUM WALL BOARD

P02- 2x6 PLUMBING/BEARING PARTITION
 -1/2" GYPSUM WALL BOARD
 -2x6 WOOD STUDS @ 16" O.C.
 -1/2" GYPSUM WALL BOARD

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

P03- 2x6 FURRED PLUMBING PARTITION
 -2x6 WOOD STUDS @ 16" O.C.
 -1/2" GYPSUM WALL BOARD

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

FLOORS

F01- 11" TJI, SOUND INSULATED, 1HR FRR
 -VINYL PLANK FLOORING
 -5/8" OSB T+G SUBFLOOR
 -11 7/8" TJIs
 -ACOUSTIC BATT FILLED JOIST CAVITY
 -2 LAYERS 5/8" GYPSUM WALL BOARD, TYPE 'X'

F03- INSULATED BASEMENT SLAB
 -VINYL PLANK FLOORING
 -5/8" FLOORING UNDERLAY
 -VAPOUR BARRIER
 -REINFORCED CONCRETE SLAB (AS PER STRUCTURAL)
 -RIGID INSULATION (HIGH DENSITY, BEARING)
 -COMPACTED GRAVEL (AS PER STRUCTURAL)

CEILINGS

C01- FINISHED CEILING
 -DIMENSIONAL LUMBER FRAMING/FURRING
 -VAPOUR BARRIER (WHEN EXPOSED TO ATTIC)
 -1/2" SAG RESISTANT GYPSUM BOARD
 -LOW PROFILE TEXTURED FINISH

ROOFS

RO1- INSULATED TRUSS ROOF
 -ASPHALT SHINGLES
 -UNDERLAY
 -AIR BARRIER
 -PLYWOOD SHEATHING (AS PER STRUCTURAL)
 -OPEN WEB TRUSSES (AS PER STRUCTURAL)
 -BATT FILLED? INSULATION C/W HEEL STOPS
 -SOFFITS AND FASCIA AS PER ELEVATIONS

RO2- UN-INSULATED CANOPY ROOF
 -ASPHALT SHINGLES? METAL?
 -UNDERLAY
 -AIR BARRIER
 -PLYWOOD SHEATHING (AS PER STRUCTURAL)
 -DIMENSIONAL FRAMING (AS PER STRUCTURAL)
 -SOFFITS AND FASCIA AS PER ELEVATIONS

DRAWING SYMBOLS LEGEND

DOOR TAG REFER TO SCHEDULE
 WINDOW TYPE TAG, REFER TO SCHEDULE

ROOM NAME ROOM TAG
 101

DETAIL INDICATOR
 Ref- DETAIL #
 B1 A6.0 PAGE CROSS REFERENCE

WALL SECTION INDICATOR
 Ref- SECTION #
 B1 A6.0 VIEW DIRECTION OF SECTION
 PAGE CROSS REFERENCE

BUILDING SECTION & ELEVATION INDICATOR
 Ref- SECTION #
 B1 A6.0 VIEW DIRECTION OF ELEVATION
 PAGE CROSS REFERENCE

LEVEL NAME ELEVATION INDICATOR

CH= 3000 CEILING HEIGHT INDICATOR

? KEYNOTE INDICATOR

? MILLWORK KEYNOTE INDICATOR

P2 WALL TYPE SYMBOL

R2 ROOF TYPE SYMBOL

F- FLOOR TYPE SYMBOL

WT1 WALL FINISH TAG

NORTH ARROW

Berry Architecture + Associates
 Suite 200, 5210-50 Avenue
 Red Deer, T4N 4B5
 Phone: 403-314-4461
 Contact:

Sheet Number	Sheet Name
A0.0	TITLE PAGE
A3.0	BASEMENT FLOOR PLAN
A3.1	MAIN FLOOR PLAN
A3.4	ROOF PLAN
A4.0	EXTERIOR BUILDING ELEVATIONS
A4.1	EXTERIOR BUILDING ELEVATIONS
A4.3	EXTERIOR BUILDING ELEVATIONS
A4.4	EXTERIOR BUILDING ELEVATIONS
A5.0	BUILDING SECTIONS
A9.0	DOOR + WINDOW SCHEDULE

GENERAL NOTES

- DO NOT SCALE DRAWINGS. CONFIRM ALL DIMENSIONS ON SITE AND REPORT DISCREPANCIES TO OWNER AND ARCHITECT.
- CONTRACTOR TO COMPARE DRAWINGS TO SITE CONDITIONS AND REPORT DISCREPANCIES TO ARCHITECT.
- ALL WORK COMPLIES WITH THE REQUIREMENTS OF THE NATIONAL BUILDING CODE - 2018 CBC EDITION AND LOCAL ORDINANCES.
- COORDINATE ALL INFORMATION FROM ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND CIVIL CONSULTANTS DOCUMENTS. COORDINATE DIMENSIONS REQUIRED FOR THE FITTING OF ALL COMPONENTS AS NECESSARY TO ENSURE THEIR SOUND OPERATION UPON COMPLETION.
- ALL WALL, FLOOR, AND ROOF ASSEMBLIES SHOWN ON THE CONSTRUCTION ASSEMBLY PAGE SHOW TRUE REPRESENTATION OF COMPLETED CONSTRUCTION ASSEMBLY. REFER TO SPECIFICATIONS FOR ADDITIONAL ASSEMBLY INFORMATION. THESE ASSEMBLIES SUPERSEDE ALL COMPLETED DETAILS AND NOTATION COMPLETED ON THE FOLLOWING CONSTRUCTION DRAWINGS.
- REFER TO STRUCTURAL FRAMING PLANS FOR LOCATIONS OF ALL INTERIOR LOAD BEARING ASSEMBLIES AND SHEAR WALL LOCATIONS.
- ALL GYPSUM BOARD IN BATHROOMS AND COMMERCIAL KITCHENS SHALL BE MOISTURE RESISTANT TYPE.
- ALL EXPOSED CONCRETE WALL CORNERS SHALL BE CHAMFERED.
- ALL G.I. FLASHING EXPOSED TO VIEW SHALL BE PRE-FINISHED.

GENERAL NOTES

- MAINTAIN CONTINUOUS FIRE RATED SEPARATION AROUND JANITOR ROOMS, STORAGE ROOMS, AND MECHANICAL ROOMS; CARRY WALLS TO UNDERSIDE OF STRUCTURE.
- PROVIDE CONTINUOUS SEALANT AROUND BOTH SIDES OF ALL DOOR AND WINDOW FRAMES.
- IN ALL LOCATIONS WHERE GYPSUM BOARD ABUTS DISSIMILAR MATERIAL, USE A MILCOR AND/OR J-TRIM AT EDGE SURFACES. ALLOW 3mm +/- GAP. EX. DOOR, WINDOW FRAME, CONCRETE WALL, CONCRETE, BRICK ETC.
- PROVIDE CORNER BEAD FOR ALL EXPOSED GYPSUM WALL BOARD CORNERS.
- ALL WOOD COMPONENTS DIRECTLY ATTACHED TO CEMENTITIOUS MATERIALS AND DIRECTLY UNDER EXTERIOR ALUMINUM SILLS SHALL BE PRESSURE TREATED.
- FURR-IN ALL EXPOSED MECHANICAL AND/OR ELECTRICAL COMPONENTS IN FINISHED AREAS, AND AS INDICATED.
- SEE MECHANICAL AND ELECTRICAL FOR EXACT TYPES AND QUANTITY OF DIFFUSERS, GRILLES, FIXTURES, AND EQUIPMENT. CO-ORDINATE SIZES AND EXACT LOCATIONS TO SUIT ARCHITECTURAL REFLECTED CEILING PLANS AND/OR DETAILS.
- CAULK AND SEAL AROUND ALL DUCTS AND PIPES PASSING THROUGH FIRE RATED PARTITIONS AND FLOOR ASSEMBLIES WITH APPROVED (ULC) MASTIC CAULKING.
- PROVIDE ACOUSTICAL SEALANT AT JUNCTIONS OF SOUND RATED PARTITIONS.
- WHERE ELECTRICAL OR OTHER OUTLETS OCCUR IN SOUND RATED PARTITION STAGGER THESE OUTLETS 2 STUD SPACES. PROVIDE ACOUSTICAL SEALANT ALL AROUND.

SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/07/22	CLIENT REVIEW
03/03/22	CLIENT REVIEW

PROJECT TITLE
Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

TITLE PAGE

DRAWING TITLE

SCALE: As indicated

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

A0.0



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GENERAL NOTES

1. ALL INTERIOR PARTITIONS TO BE ASSEMBLY TYPE 'P1' UNLESS OTHERWISE NOTED.
2. ALL DOORS ARE TO BE CENTRED IN OPENING UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS NOTED "CLR" TO TAKE PRECEDENCE.
4. NORTH ARROW NOT SHOWN AS LOCATION IS SUBJECT TO CHANGE.

SEALS

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02/07/22	CLIENT REVIEW
03/03/22	CLIENT REVIEW

PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

BASEMENT FLOOR PLAN

SCALE: As indicated

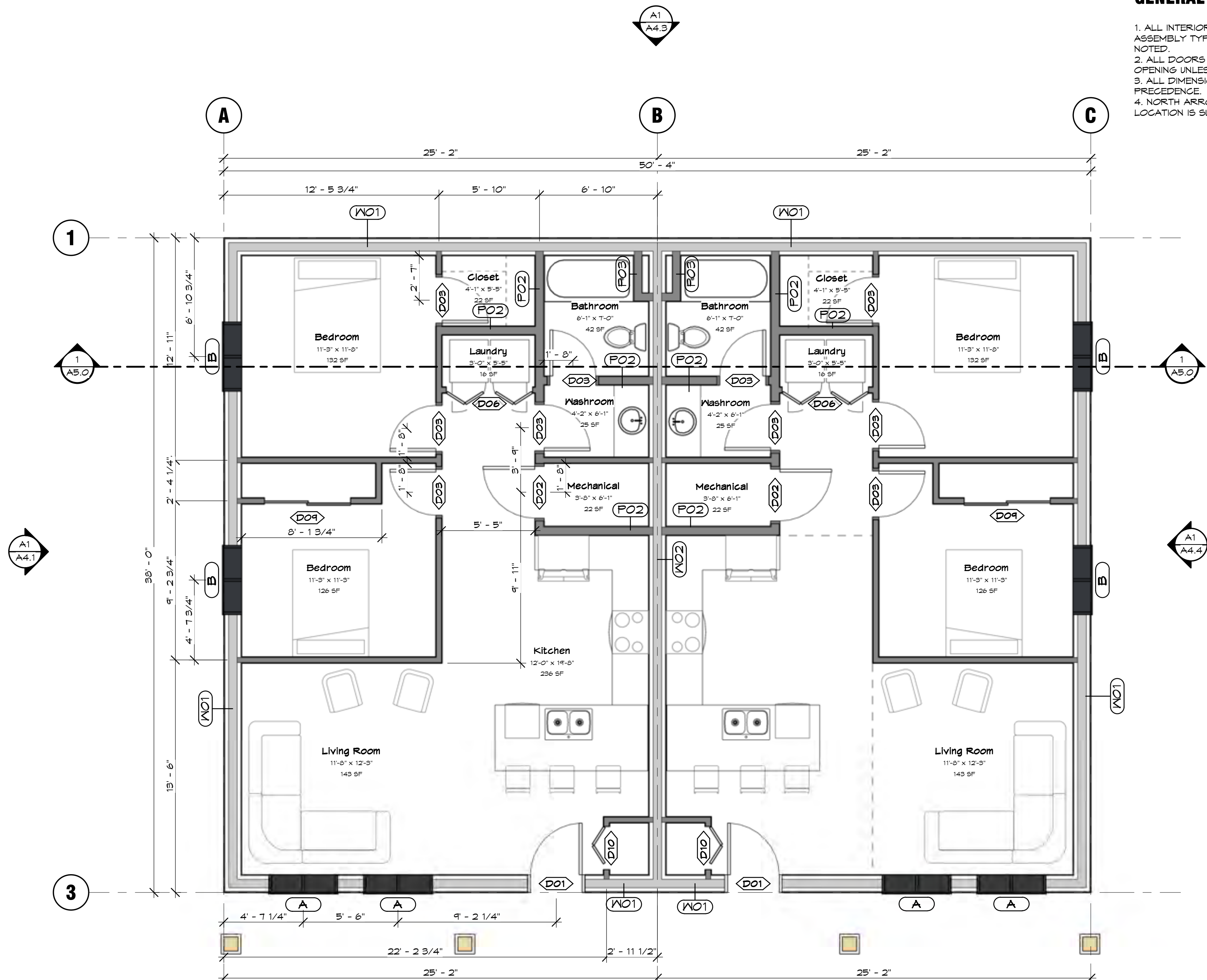
DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

A3.0



LEVEL 0 FLOOR PLAN
SCALE = 1" = 1/4"

NOTE: DIMENSIONS THE SAME AS OPPOSITE SIDE, MIRROR IMAGE ONLY.

1

2

3

4

5



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GENERAL NOTES

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2. ALL DOORS ARE TO BE CENTRED IN OPENING UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS NOTED "CLR" TO TAKE PRECEDENCE.
4. NORTH ARROW NOT SHOWN AS LOCATION IS SUBJECT TO CHANGE.

SEALS

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02/07/22	CLIENT REVIEW
03/03/22	CLIENT REVIEW

PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

MAIN FLOOR PLAN

SCALE: As indicated

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

A3.1

D

C

B

A

1

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5



LEVEL 1 FLOOR PLAN
 SCALE = 1" = 1/4"

NOTE: DIMENSIONS THE SAME AS OPPOSITE SIDE, MIRROR IMAGE ONLY.



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SEALS

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02/07/22	CLIENT REVIEW
03/03/22	CLIENT REVIEW

PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

ROOF PLAN

SCALE: 1' = 1/4"

DRAWN: RKD/JE

CHECKED: IM

OCT' 21

21-070

A3.4

D

C

B

A

1

2

3

4

5

A

B

C

1

A5.0

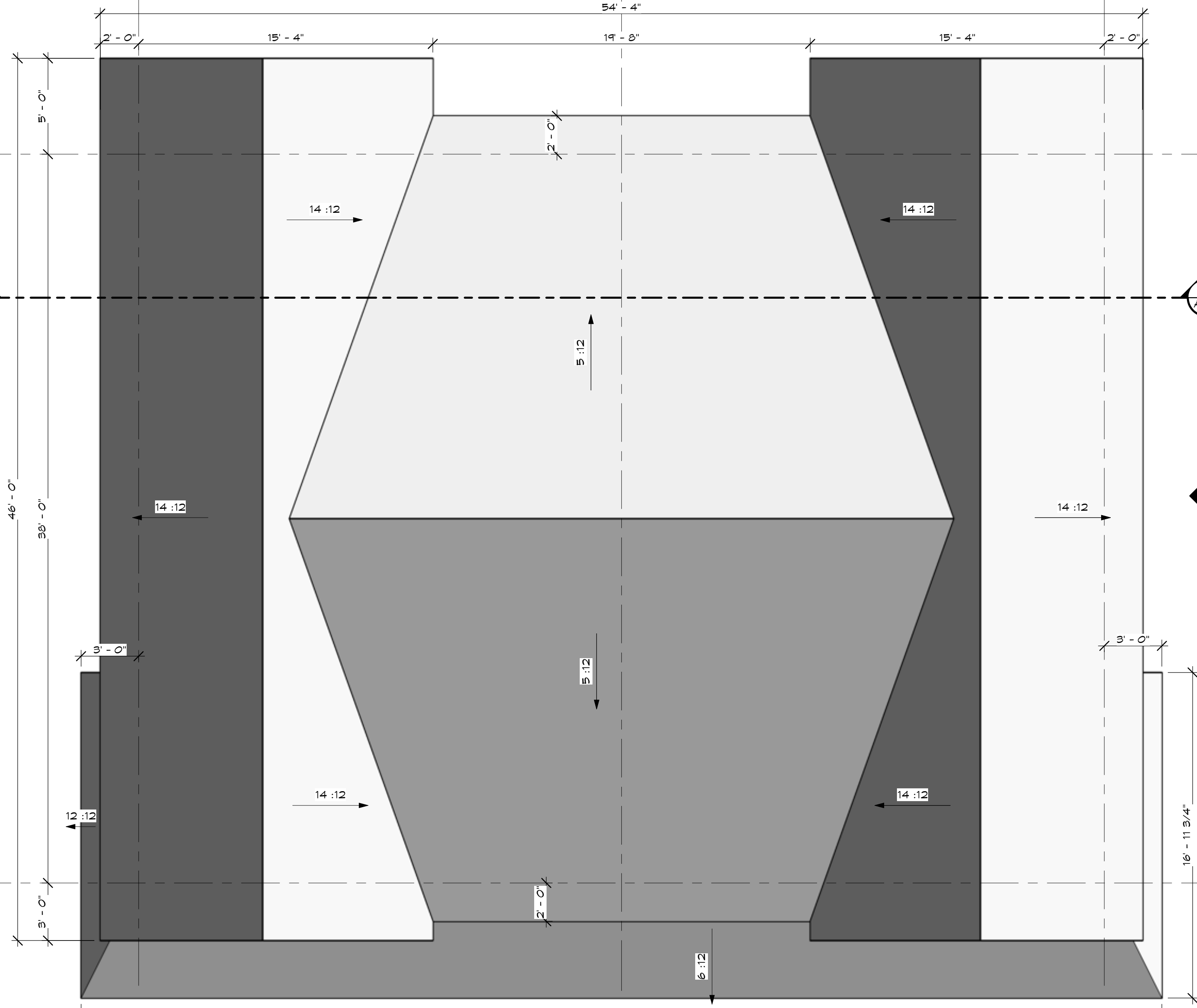
3

A1
A3.4

A1
A4.0

T.O. ROOF

SCALE = 1' = 1/4"





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KEYNOTE LEGEND

01	ASPHALT SHINGLE
08	WHITE HORIZONTAL 7.25" HARDIE LAP
09	DARK TONE HARDIE VERTICAL PLANK
12	DARK TONE HARDIE BOARD AND BATTEN
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
16	DIMENSIONAL LUMBER DECKING + FASCIA
17	PINE (OR FAUX ALUM/POLY EQUIVALENT) SOFFIT

SEALS

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03/03/22	CLIENT REVIEW

PROJECT TITLE
Pinetree Meadows

15 Ave Invermere BC

PROJECT TITLE

DRAWING TITLE

**EXTERIOR
BUILDING
ELEVATIONS**

SCALE: 1' = 1/4"

DRAWN: JE

CHECKED: IM

OCT' 21

21-070

A4.0



ELEVATION A
SCALE = 1' = 1/4"

1

2

3

4

5

D

C

B

A



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KEYNOTE LEGEND

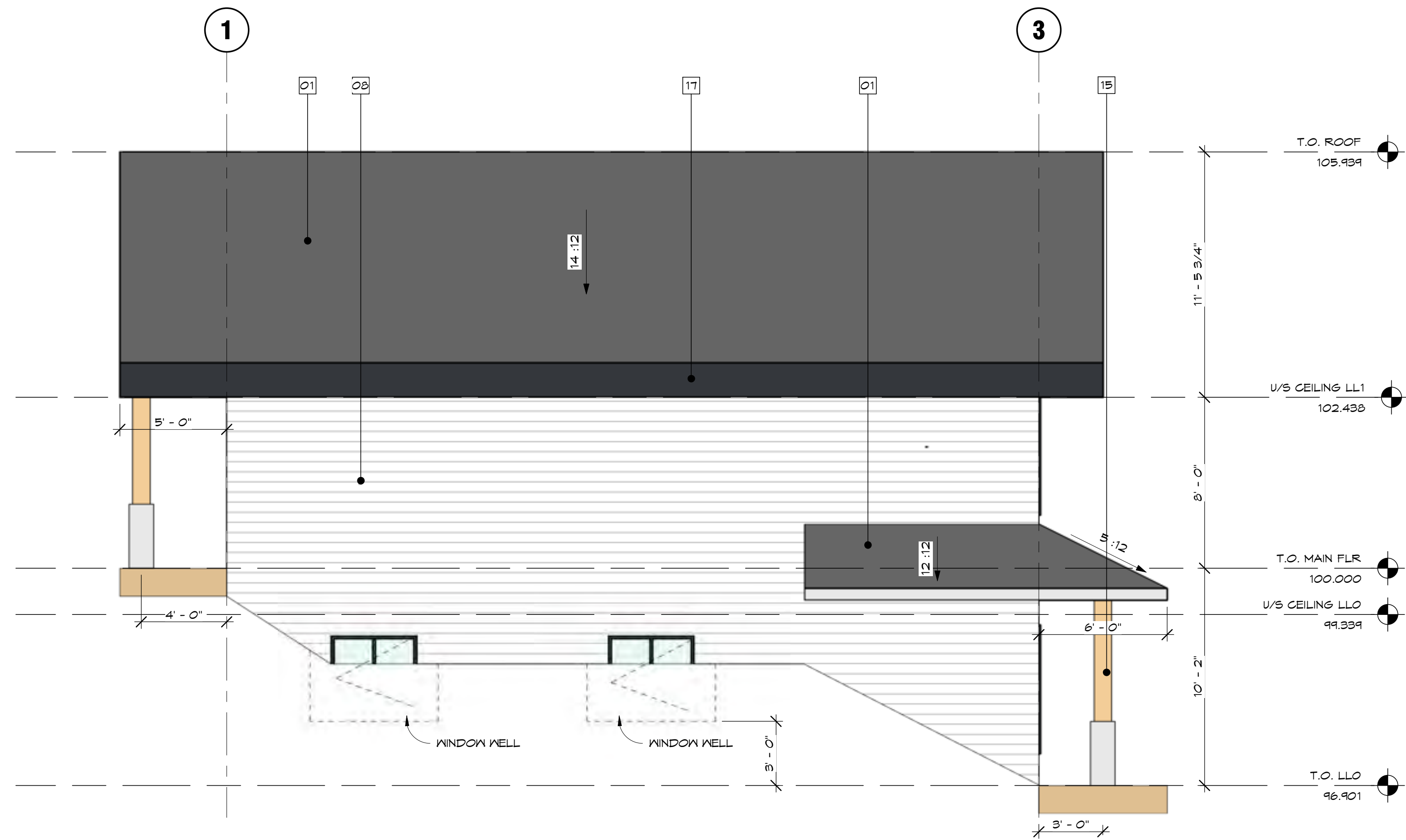
01	ASPHALT SHINGLE
08	WHITE HORIZONTAL 7.25" HARDIE LAP
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
17	PINE (OR FAUX ALUM/POLY EQUIVALENT) SOFFIT

SEALS

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PROJECT TITLE
Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE
EXTERIOR BUILDING ELEVATIONS

ELEVATION B
A1
A4.1 SCALE = 1' = 1/4"

SCALE: 1' = 1/4"

DRAWN: JE

CHECKED: IM

OCT' 21

21-070

A4.1

1

2

3

4

5

D

C

B

A



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KEYNOTE LEGEND

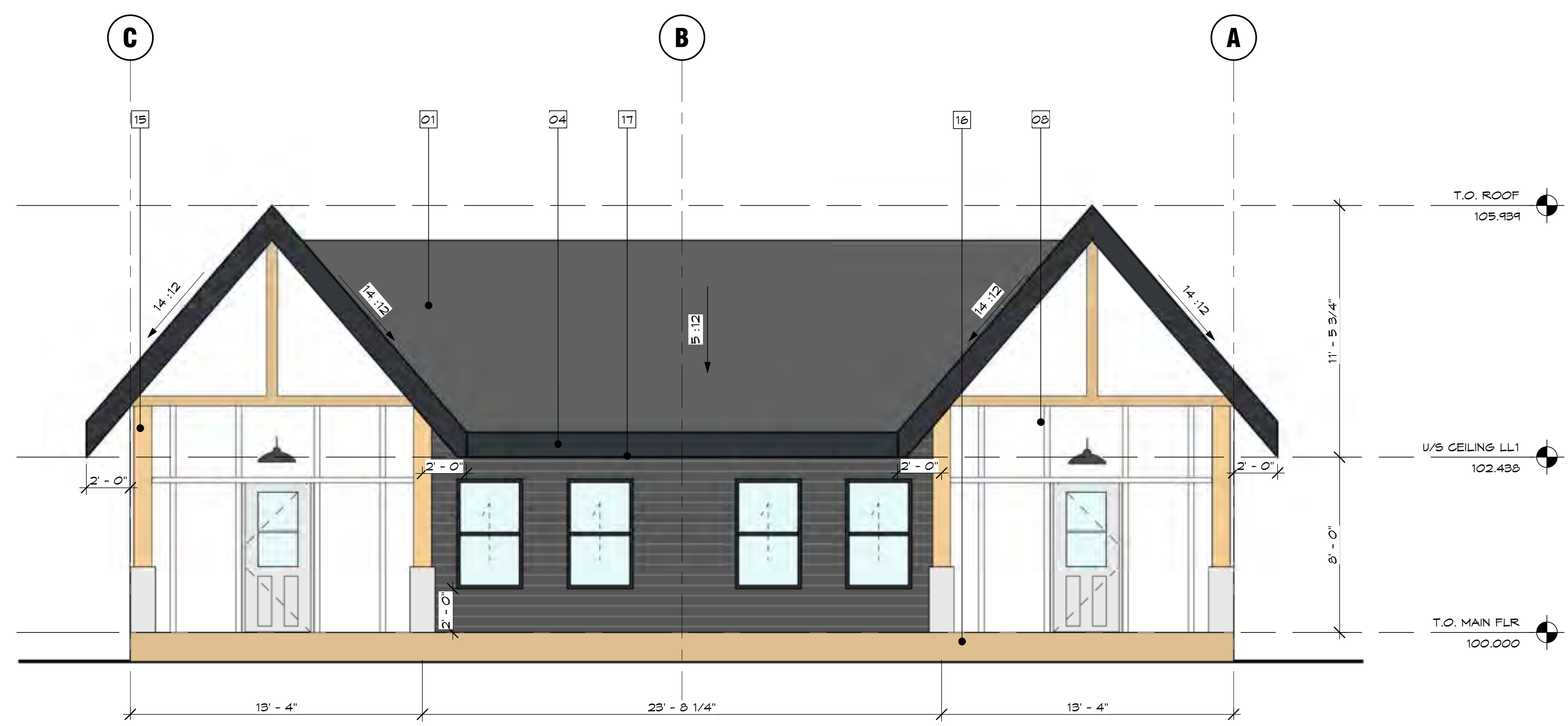
01	ASPHALT SHINGLE
04	CHARCOAL FASCIA
08	WHITE HORIZONTAL 7.25" HARDIE LAP
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
16	DIMENSIONAL LUMBER DECKING + FASCIA
17	PINE (OR FAUX ALUM/POLY EQUIVALENT) SOFFIT

SEALS

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A1
A4.3 **ELEVATION C**
SCALE = 1" = 1/4"

PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

EXTERIOR BUILDING ELEVATIONS

SCALE: 1" = 1/4"

DRAWN: RKD/JE

CHECKED: IM

OCT' 21

21-070

A4.3

1

2

3

4

5

D

C

B

A



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KEYNOTE LEGEND	
01	ASPHALT SHINGLE
04	CHARCOAL FASCIA
08	WHITE HORIZONTAL 7.25" HARDIE LAP
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
17	PINE (OR FAUX ALUM/POLY EQUIVALENT) SOFFIT

SEALS

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PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

EXTERIOR BUILDING ELEVATIONS

SCALE: 1' = 1/4"

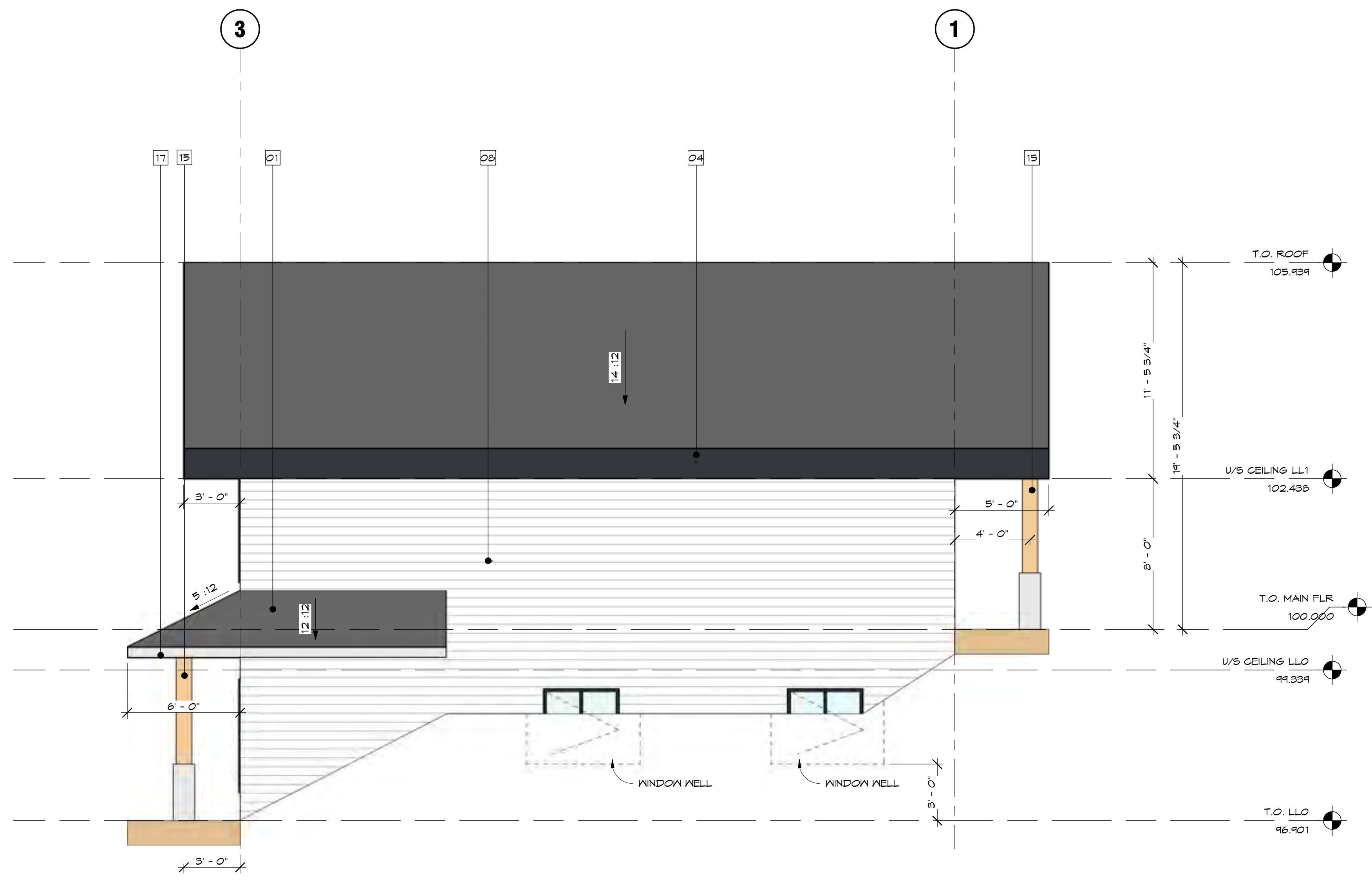
DRAWN: RKD/JE

CHECKED: IM

OCT' 21

21-070

A4.4



ELEVATION D

A1
A4.4 SCALE = 1" = 1/4"

1

2

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D

C

B

A



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03/03/22	CLIENT REVIEW

PROJECT TITLE
Pinetree Meadows
15 Ave Invermere BC

DRAWING TITLE
**BUILDING
SECTIONS**

SCALE: 1' = 1/4"

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

A5.0



1 **SECTION A**
A5.0 SCALE = 1' = 1/4"

1

2

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4

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D

C

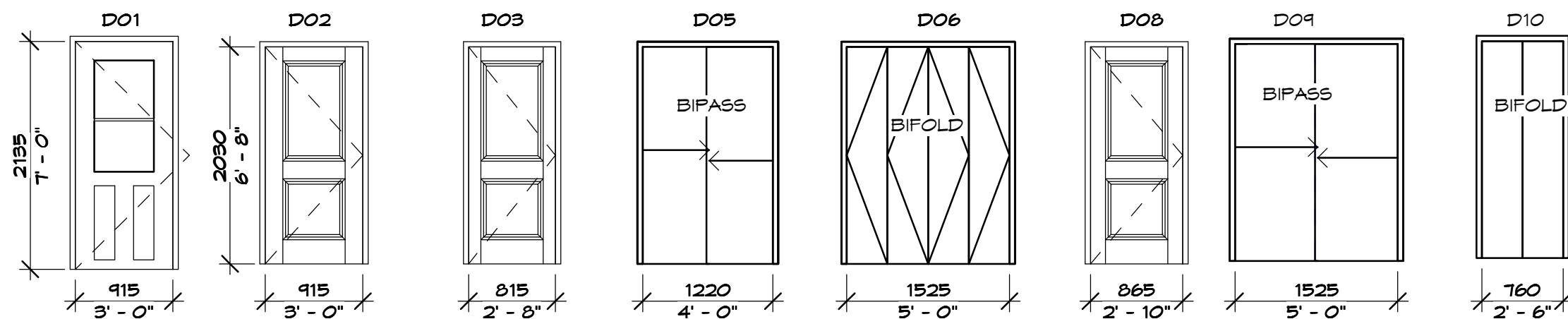
B

A



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DOOR ELEVATIONS



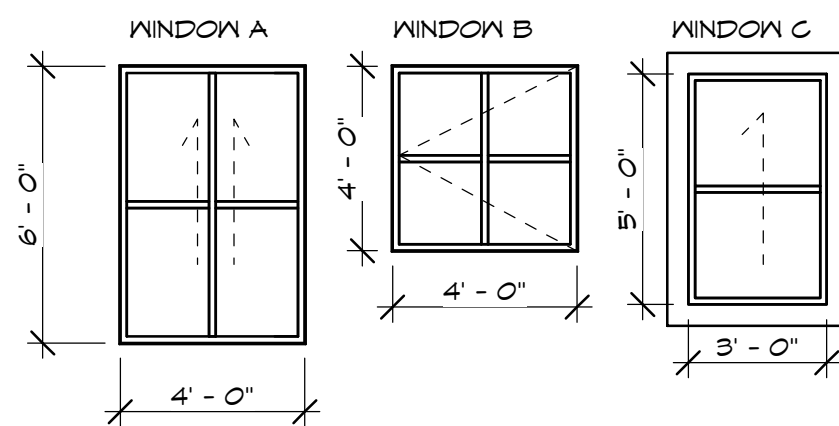
NOTE: SWING DIRECTION AS PER PLANS. DOOR STYLE/# PANELS SUBJECT TO CHANGE. ROUGH OPENING AS PER MANUFACTURERS INSTALLATION INSTRUCTIONS. HARDWARE TBC.

DOOR SCHEDULE

Dimension are Nominal Only, Contractor to Verify on Site

ELEV.	DOOR		Door Style	Count	DOOR		NOTES
	WIDTH	HEIGHT			FINISH	F.R. LABEL	
D01	915	2135	HMD (INSULATED) / PSF / PAINTED	4	TBC		Vented - Must be Barrier Free Compliant
D02	915	2030	WD (HOLLOW) / PSF / PAINTED	6	TBC		
D03	815	2030	WD (HOLLOW) / PSF / PAINTED	18	TBC		
D05	1220	2030	WD (HOLLOW) / PSF / PAINTED	2	TBC		
D06	1525	2030	WD (HOLLOW) / PSF / PAINTED	2	TBC		
D07	0	0	(none)	2	TBC		Opening Only - No door
D09	1525	2030	WD (HOLLOW) / PSF / PAINTED	4	TBC		
D10	760	2030	WD (HOLLOW) / PSF / PAINTED	4	TBC		

WINDOW ELEVATIONS



NOTE: REFER TO ELEVATIONS FOR OPERABLE WINDOW LOCATIONS. ROUGH OPENINGS AS PER MANUFACTURERS INSTALLATION INSTRUCTIONS.

WINDOW SCHEDULE

Type Mark	Count	Description	Height	Width	Comments
A	6	2X2	1830	1220	
B	6	2X2	1220	1220	
C	4	1X2	1525	915	1'-6" AFF UNO

SEALS

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PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

DOOR + WINDOW SCHEDULE

SCALE: 1 : 50

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

A9.0

ASSEMBLY SCHEDULES

EXTERIOR WALLS

W1- 6" ICF EXTERIOR WALL
 -CLADDING AS PER ELEVATIONS
 -AIR BARRIER
 -2 1/2" RIGID INSULATION
 -6" CONCRETE
 -2 1/2" RIGID INSULATION
 -VAPOUR BARRIER
 -1/2" GYPSUM WALL BOARD

W2- 6" ICF CENTRE WALL (1HR FRR)
 -1/2" GYPSUM WALL BOARD
 -2 1/2" RIGID INSULATION
 -6" CONCRETE
 -2 1/2" RIGID INSULATION
 -1/2" GYPSUM WALL BOARD

FLOORS

F1- 11" TJI, SOUND INSULATED, 1HR FRR
 -VINYL PLANK FLOORING
 -5/8" OSB T+G SUBFLOOR
 -11 7/8" TJIS
 -ACOUSTIC BATT FILLED JOIST CAVITY
 -2 LAYERS 5/8" GYPSUM WALL BOARD, TYPE 'X'

F2- 11" TJI, 45min FRR
 -VINYL PLANK FLOORING
 -5/8" OSB T+G SUBFLOOR
 -11 7/8" TJIS
 -ACOUSTIC BATT FILLED JOIST CAVITY
 -5/8" GYPSUM WALL BOARD, TYPE 'X'

F3- INSULATED BASEMENT SLAB
 -VINYL PLANK FLOORING
 -5/8" FLOORING UNDERLAY
 -VAPOUR BARRIER
 -REINFORCED CONCRETE SLAB (AS PER STRUCTURAL)
 -3" RIGID INSULATION (HIGH DENSITY, BEARING)
 -COMPACTED GRAVEL (AS PER STRUCTURAL)

CEILING

CO1- FINISHED CEILING
 -DIMENSIONAL LUMBER FRAMING/FURRING
 -VAPOUR BARRIER (WHEN EXPOSED TO ATTIC)
 -1/2" SAG RESISTANT GYPSUM BOARD
 -LOW PROFILE TEXTURED FINISH

ROOFS

R1- INSULATED TRUSS ROOF
 -ASPHALT SHINGLES
 -UNDERLAY
 -AIR BARRIER
 -PLYWOOD SHEATHING (AS PER STRUCTURAL)
 -OPEN WEB TRUSSES (AS PER STRUCTURAL)
 -BLOWN CELLULOSE R30 C/W HEEL STOPS
 -SOFFITS AND FASCIA AS PER ELEVATIONS

R2- UN-INSULATED CANOPY ROOF
 -ASPHALT SHINGLES
 -UNDERLAY
 -AIR BARRIER
 -PLYWOOD SHEATHING (AS PER STRUCTURAL)
 -DIMENSIONAL FRAMING (AS PER STRUCTURAL)
 -SOFFITS AND FASCIA AS PER ELEVATIONS

R3- INSULATED DORMER ROOF
 -ASPHALT SHINGLES
 -UNDERLAY
 -AIR BARRIER
 -PLYWOOD SHEATHING (AS PER STRUCTURAL)
 -FRAMING (AS PER STRUCTURAL)
 -BATT FILLED CAVITY MIN. R 20
 -2" RIGID INSULATION UNDERSIDE FRAMING
 -1/2" GYPSUM WALL BOARD (SMOOTH FINISH)
 -SOFFITS AND FASCIA AS PER ELEVATIONS

DRAWING SYMBOLS LEGEND

DOOR TAG REFER TO SCHEDULE

WINDOW TYPE TAG, REFER TO SCHEDULE

ROOM NAME ROOM TAG

DETAIL INDICATOR

WALL SECTION INDICATOR

BUILDING SECTION & ELEVATION INDICATOR

ELEVATION INDICATOR

CEILING HEIGHT INDICATOR

KEYNOTE INDICATOR

MILLWORK KEYNOTE INDICATOR

WALL TYPE SYMBOL

ROOF TYPE SYMBOL

FLOOR TYPE SYMBOL

WALL FINISH TAG

NORTH ARROW

GENERAL NOTES

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- PROVIDE CONTINUOUS SEALANT AROUND BOTH SIDES OF ALL DOOR AND WINDOW FRAMES.
- IN ALL LOCATIONS WHERE GYPSUM BOARD ABUTS DISSIMILAR MATERIAL, USE A MILCOR AND/OR J-TRIM AT EDGE SURFACES. ALLOW 3mm +/- GAP. EX. DOOR, WINDOW FRAME, CONCRETE WALL, CONCRETE, BRICK ETC.
- PROVIDE CORNER BEAD FOR ALL EXPOSED GYPSUM WALL BOARD CORNERS.
- ALL WOOD COMPONENTS DIRECTLY ATTACHED TO CEMENTITIOUS MATERIALS AND DIRECTLY UNDER EXTERIOR ALUMINUM SILLS SHALL BE PRESSURE TREATED.
- FURR-IN ALL EXPOSED MECHANICAL AND/OR ELECTRICAL COMPONENTS IN FINISHED AREAS, AND AS INDICATED.
- SEE MECHANICAL AND ELECTRICAL FOR EXACT TYPES AND QUANTITY OF DIFFUSERS, GRILLES, FIXTURES, AND EQUIPMENT. CO-ORDINATE SIZES AND EXACT LOCATIONS TO SUIT ARCHITECTURAL REFLECTED CEILING PLANS AND/OR DETAILS.
- CAULK AND SEAL AROUND ALL DUCTS AND PIPES PASSING THROUGH FIRE RATED PARTITIONS AND FLOOR ASSEMBLIES WITH APPROVED (ULC) MASTIC CAULKING.
- PROVIDE ACOUSTICAL SEALANT AT JUNCTIONS OF SOUND RATED PARTITIONS.
- WHERE ELECTRICAL OR OTHER OUTLETS OCCUR IN SOUND RATED PARTITION STAGGER THESE OUTLETS 2 STUD SPACES. PROVIDE ACOUSTICAL SEALANT ALL AROUND.

Berry Architecture + Associates
 Suite 200, 5218-50 Avenue
 Red Deer, T4N 4B5

Phone: 403-314-4461
 Contact:

ARCHITECTURAL SHEET...

Sheet Number	Sheet Name
A0.0	COVER SHEET
A1.0	CODE REVIEW
A2.0	SITE PLAN + BYLAW REVIEW
A3.0	BASEMENT FLOOR PLAN
A3.1	MAIN FLOOR PLAN
A3.2	SECOND FLOOR PLAN
A3.4	ROOF PLAN
A4.0	EXTERIOR BUILDING ELEVATIONS
A4.1	EXTERIOR BUILDING ELEVATIONS
A4.3	EXTERIOR BUILDING ELEVATIONS
A4.4	EXTERIOR BUILDING ELEVATIONS
A5.0	BUILDING SECTIONS
A6.0	CONSTRUCTION DETAILS
A6.1	CONSTRUCTION DETAILS CONT.
A6.2	CONSTRUCTION DETAILS CONT.
A7.0	DOOR + WINDOW SCHEDULES



SEALS

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REVISIONS + ISSUES

YYYY MM DD	ISSUED FOR
2022 05 02	BUILDING PERMIT
2022 05 17	RE-ISSUED BP
2022 07 05	RE-ISSUED BP

PROJECT TITLE
Pinetree Meadows

15 Ave Invermere BC

PROJECT TITLE

DRAWING TITLE

COVER SHEET

SCALE: As indicated

DRAWN: RKD

CHECKED: IM/RR

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GENERAL NOTES

1. ALL INTERIOR PARTITIONS TO BE ASSEMBLY TYPE "P1" UNLESS OTHERWISE NOTED.
2. ALL DOORS ARE TO BE CENTRED IN OPENING UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS NOTED "CLR" TO TAKE PRECEDENCE.
4. NORTH ARROW NOT SHOWN AS LOCATION IS SUBJECT TO CHANGE.

SEALS

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REVISIONS + ISSUES

YYYY MM DD	ISSUED FOR
2022 05 02	BUILDING PERMIT
2022 05 17	RE-ISSUED BP
2022 07 05	RE-ISSUED BP

PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

BASEMENT FLOOR PLAN

SCALE: As indicated

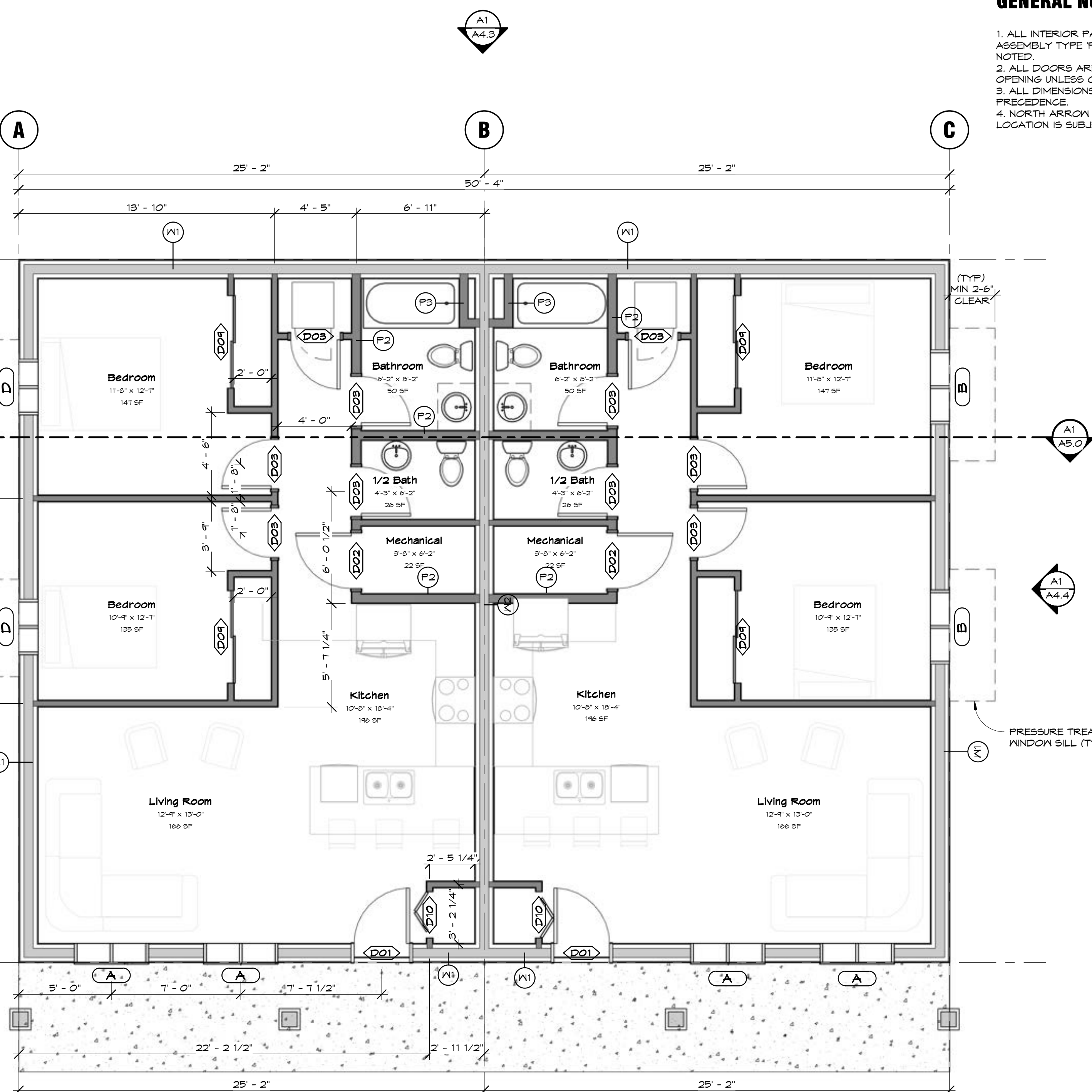
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A3.0



BASEMENT FLOOR PLAN
SCALE = 1" = 1/4"

NOTE: DIMENSIONS THE SAME AS OPPOSITE SIDE, MIRROR IMAGE ONLY.

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GENERAL NOTES

1. ALL INTERIOR PARTITIONS TO BE ASSEMBLY TYPE "P1" UNLESS OTHERWISE NOTED.
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2022 07 05	RE-ISSUED BP

PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

MAIN FLOOR PLAN

SCALE: As indicated

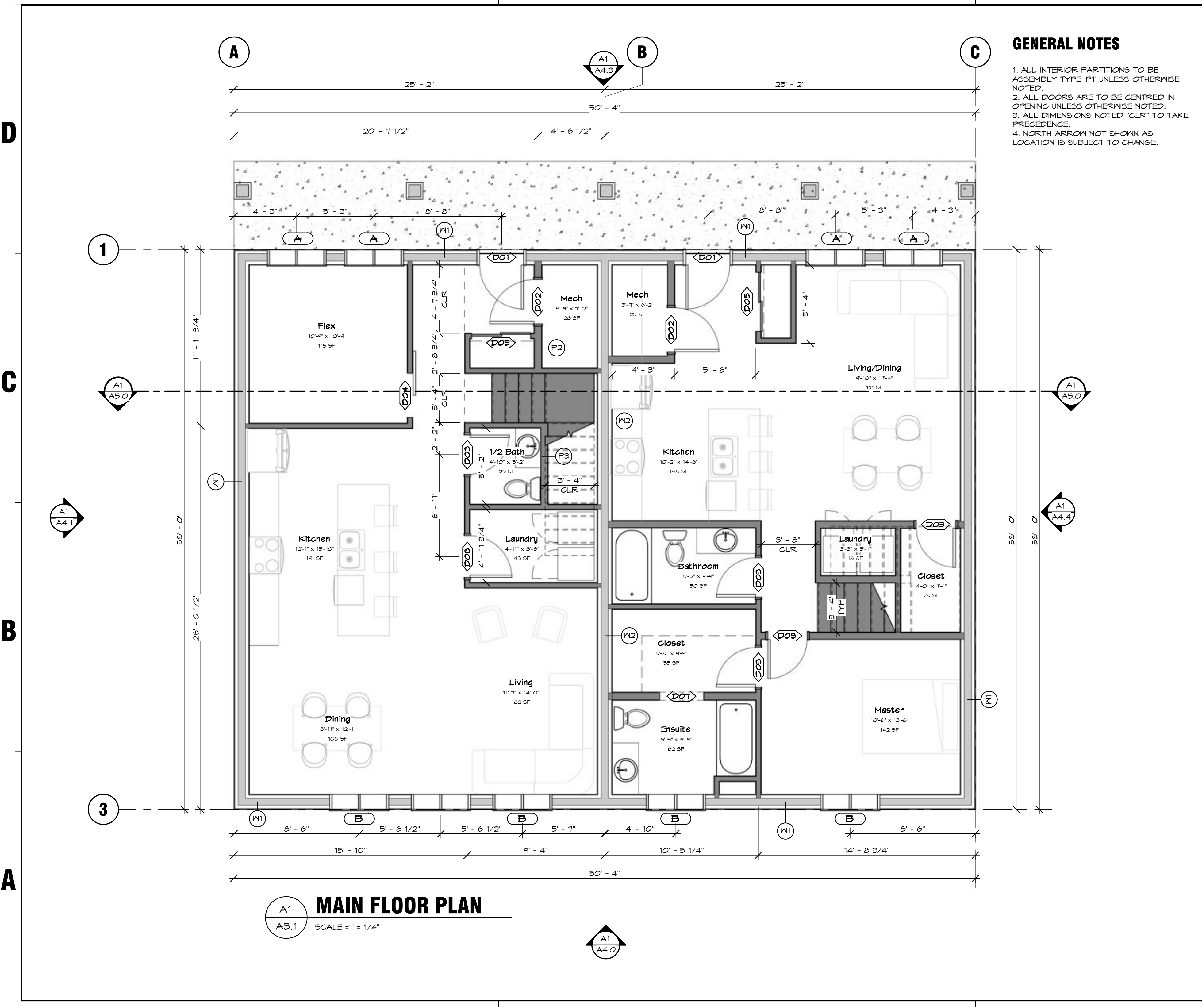
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A3.1



MAIN FLOOR PLAN

SCALE = 1" = 1/4"

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GENERAL NOTES

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REVISIONS + ISSUES

YYYY MM DD	ISSUED FOR
2022 05 02	BUILDING PERMIT
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2022 07 05	RE-ISSUED BP

PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

SECOND FLOOR PLAN

SCALE: As indicated

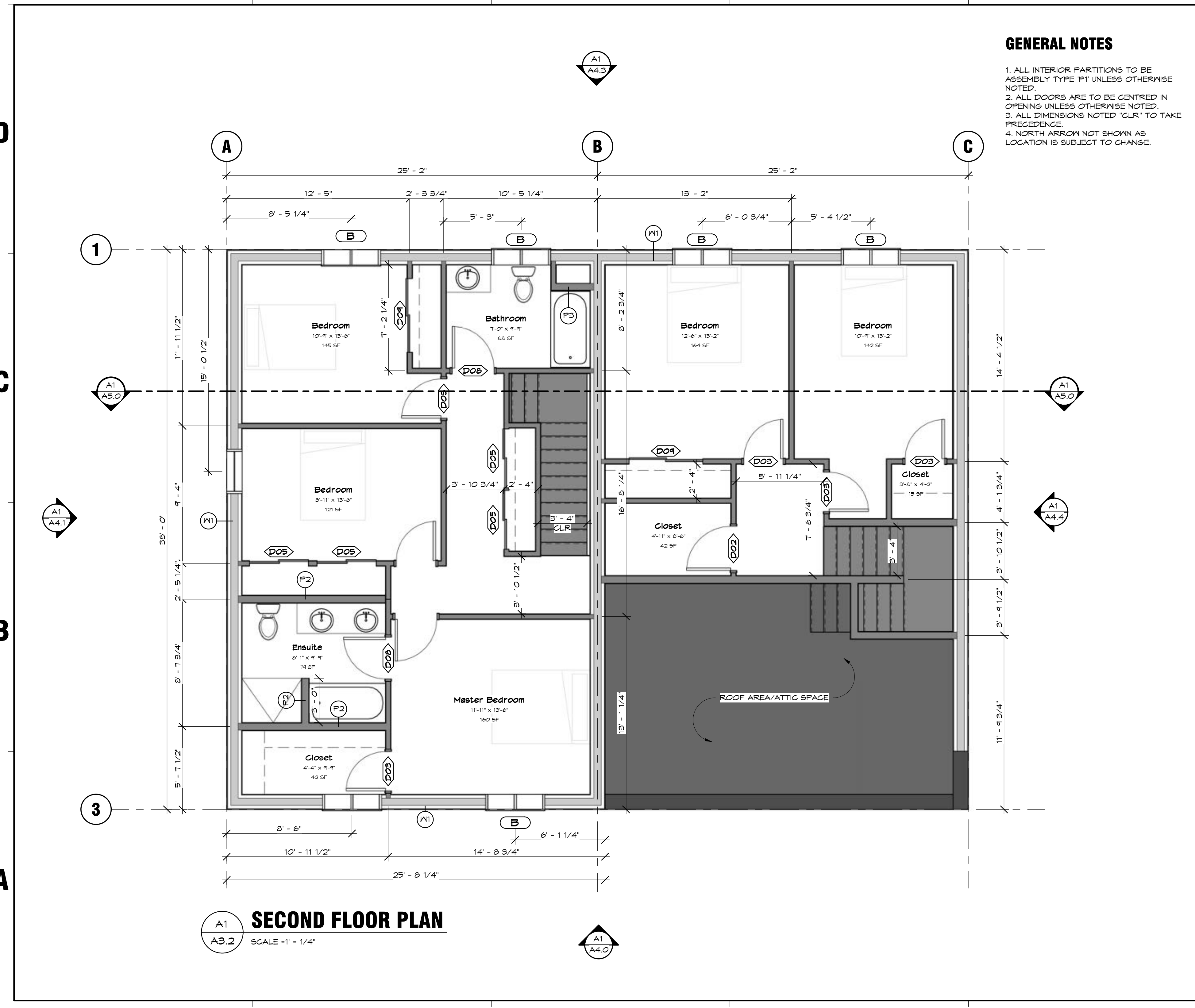
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CHECKED: IM/RR

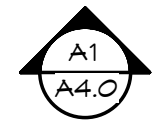
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A3.2



A1
A3.2 **SECOND FLOOR PLAN**
SCALE = 1" = 1/4"





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PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

ROOF PLAN

SCALE: 1" = 1/4"

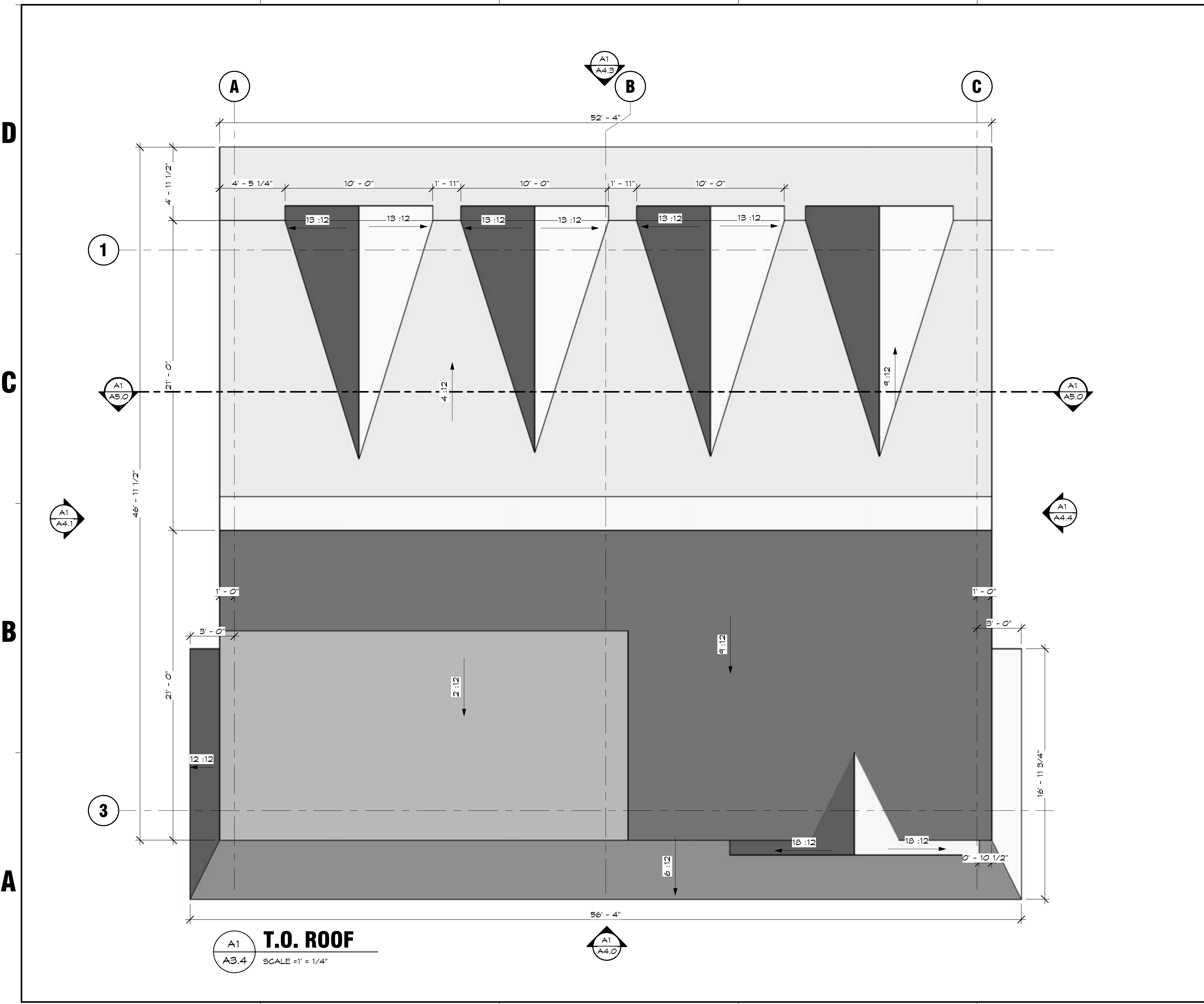
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A3.4



A1
A3.4 **T.O. ROOF**
SCALE = 1" = 1/4"

A1
A4.0

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A1
A4.3

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52' - 4"

4' - 5 1/4" 10' - 0" 1' - 11" 10' - 0" 1' - 11" 10' - 0"

13 : 12 13 : 12 13 : 12 13 : 12 13 : 12 13 : 12

4' - 11 1/2"

21' - 0"

4 : 12

9 : 12

46' - 11 1/2"

1' - 0"

21' - 0"

3' - 0"

12 : 12

2 : 12

9 : 12

1' - 0"

3' - 0"

16' - 11 3/4"

18 : 12

18 : 12

0' - 10 1/2"

56' - 4"

A1
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REVISIONS + ISSUES

YYYY MM DD	ISSUED FOR
2022 05 02	BUILDING PERMIT
2022 05 17	RE-ISSUED BP
2022 07 05	RE-ISSUED BP

KEYNOTE LEGEND

01	ASPHALT SHINGLE
07	MID TONE HORIZONTAL 7.25" HARDIE LAP
08	WHITE HORIZONTAL 7.25" HARDIE LAP
11	WHITE HARDIE VERTICAL PLANK
12	DARK TONE HARDIE BOARD AND BATTEN
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
16	CONCRETE PATIO W/ FAUX WOOD FASCIA AS REQ'D

PROJECT TITLE
Pinetree Meadows

15 Ave Invermere BC

PROJECT TITLE

DRAWING TITLE

**EXTERIOR
BUILDING
ELEVATIONS**

SCALE: 1" = 1/4"

DRAWN: RKD/JE

CHECKED: IM/RR

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A4.0

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ELEVATION A
A1
A4.0
SCALE = 1" = 1/4"



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KEYNOTE LEGEND

01	ASPHALT SHINGLE
07	MID TONE HORIZONTAL 7.25" HARDIE LAP
08	WHITE HORIZONTAL 7.25" HARDIE LAP
17	PINE (OR FAUX ALUM/POLY EQUIVALENT) SOFFIT
18	STANDARD WHITE ALUMINUM SOFFIT

SEALS

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REVISIONS + ISSUES

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PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

EXTERIOR BUILDING ELEVATIONS

SCALE: 1' = 1/4"

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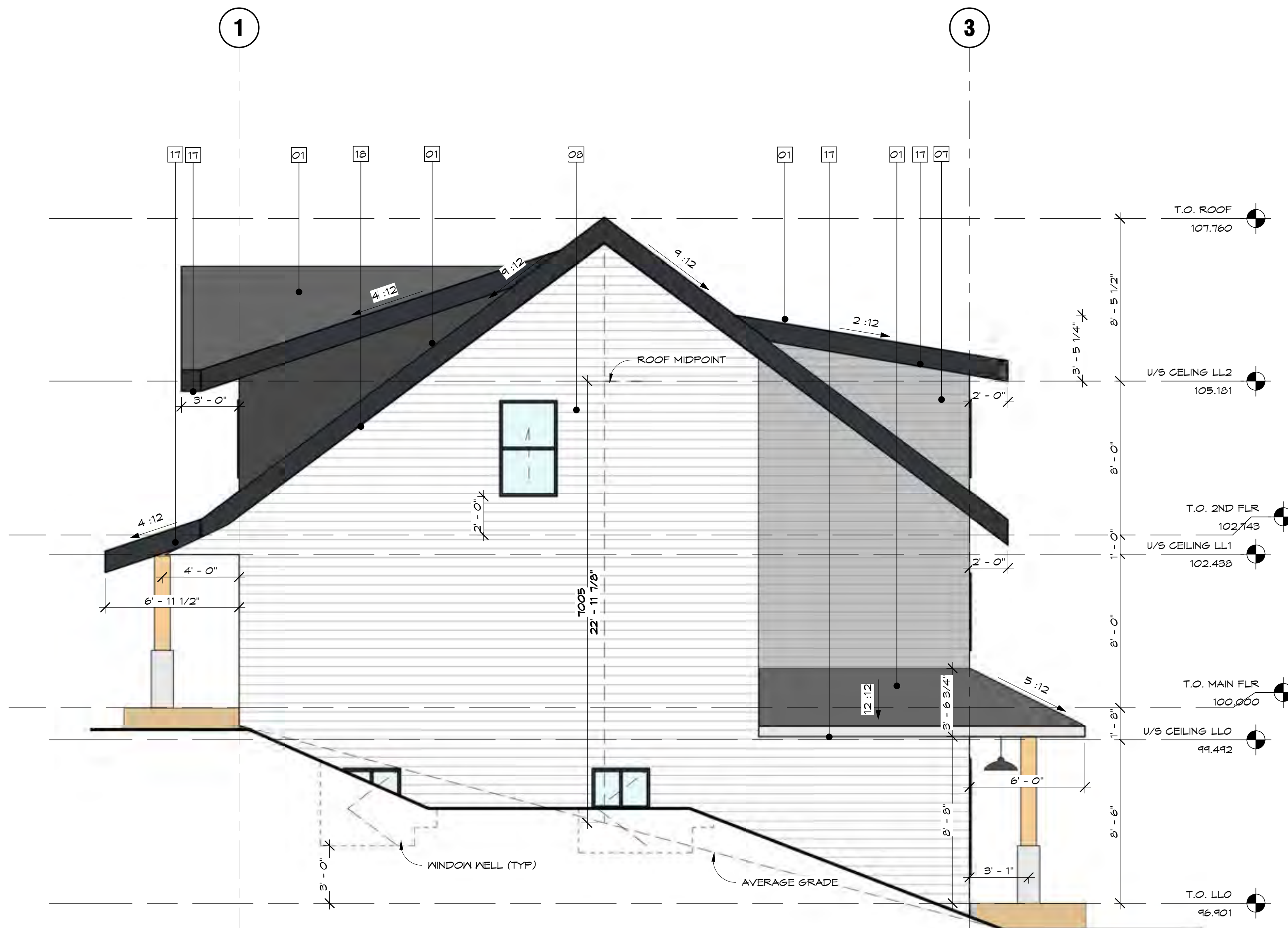
A4.1

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A1
A4.1 **ELEVATION B**
SCALE = 1' = 1/4"

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2022 05 02	BUILDING PERMIT
2022 05 17	RE-ISSUED BP
2022 07 05	RE-ISSUED BP

KEYNOTE LEGEND

01	ASPHALT SHINGLE
04	CHARCOAL FASCIA
08	WHITE HORIZONTAL 7.25" HARDIE LAP
11	WHITE HARDIE VERTICAL PLANK
12	DARK TONE HARDIE BOARD AND BATTEN
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
16	CONCRETE PATIO W/ FAUX WOOD FASCIA AS REQ'D



PROJECT TITLE
Pinetree Meadows

15 Ave Invermere BC

PROJECT TITLE

DRAWING TITLE

**EXTERIOR
BUILDING
ELEVATIONS**

SCALE: 1" = 1/4"

DRAWN: RKD/JE

CHECKED: IM/RR

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A4.3

A1
A4.3 **ELEVATION C**
SCALE = 1" = 1/4"

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KEYNOTE LEGEND

01	ASPHALT SHINGLE
07	MID TONE HORIZONTAL 7.25" HARDIE LAP
08	WHITE HORIZONTAL 7.25" HARDIE LAP
12	DARK TONE HARDIE BOARD AND BATTEN
17	PINE (OR FAUX ALUM/POLY EQUIVALENT) SOFFIT
18	STANDARD WHITE ALUMINUM SOFFIT

SEALS

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REVISIONS + ISSUES

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2022 07 05	RE-ISSUED BP

PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

EXTERIOR BUILDING ELEVATIONS

SCALE: 1" = 1/4"

DRAWN: RKD/JE

CHECKED: IM/RR

OCT 21

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17 01 01 07 01 01 18

08

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01 17

T.O. ROOF
107.760

U/S CEILING LL2
105.181

T.O. 2ND FLR
102.743

U/S CEILING LL1
102.438

T.O. MAIN FLR
100.000

U/S CEILING LLO
99.492

T.O. LLO
96.901

2:12

9:12

9:12

4:12

12:12

2'-0"

2'-0"

3'-0"

6'-11 1/2"

6'-0"

3'-0"

8'-5 1/2"
8'-0"
25'-5 1/2"

A1

ELEVATION D

A4.4 SCALE = 1" = 1/4"

WINDOW WELL



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SEALS

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PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

**BUILDING
SECTIONS**

SCALE: 1' = 1/4"

DRAWN: RKD

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A5.0

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SECTION A
SCALE = 1' = 1/4"

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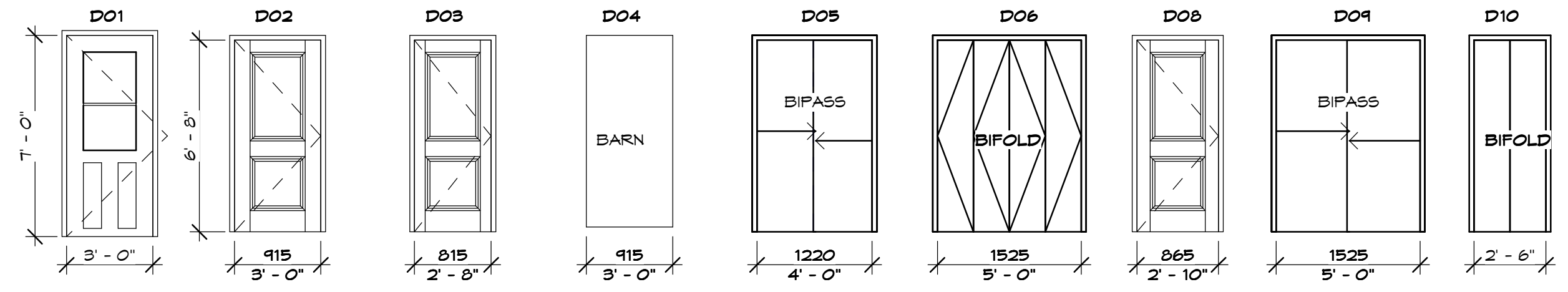
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DOOR ELEVATIONS



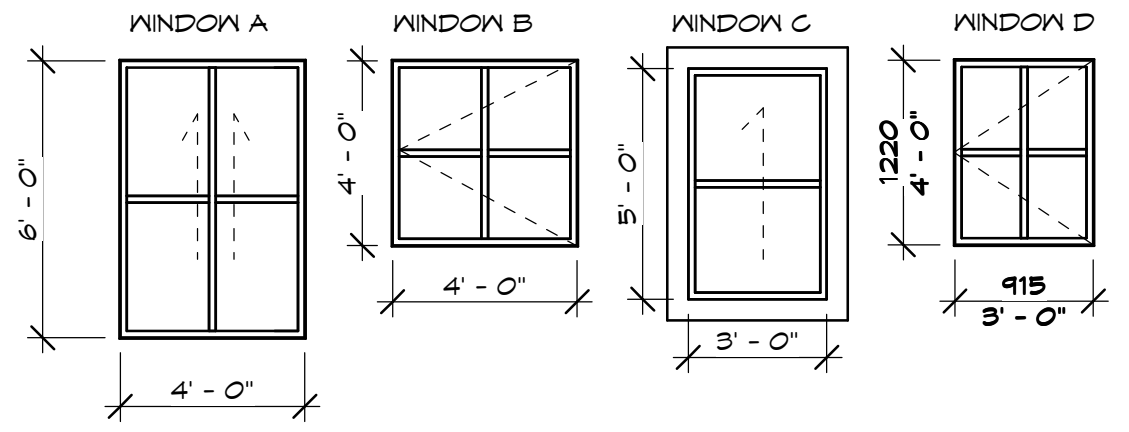
NOTE: SWING DIRECTION AS PER PLANS. DOOR STYLE/# PANELS SUBJECT TO CHANGE. ROUGH OPENING AS PER MANUFACTURERS INSTALLATION INSTRUCTIONS. HARDWARE TBC.

DOOR SCHEDULE

Dimension are Nominal Only, Contractor to Verify on Site

TAG	WIDTH	HEIGHT	Door Style	Count	NOTES
D01	915	2135	HMD (INSULATED) / PSF / PAINTED	4	VENTED -MUST BE BARRIER FREE COMPLIANT
D02	915	2030	WD (HOLLOW) / WD FRAME / PAINTED	5	
D03	815	2030	WD (HOLLOW) / PSF / PAINTED	21	
D04	915	2030	WD (HOLLOW) / PSF / PAINTED	1	
D05	1220	2030	WD (HOLLOW) / PSF / PAINTED	6	
D07	915	2030	WD (HOLLOW) / PSF / PAINTED	1	
D08	865	2030	WD (HOLLOW) / PSF / PAINTED	4	
D09	1525	2030	WD (HOLLOW) / PSF / PAINTED	6	
D10	760	2030	WD (HOLLOW) / PSF / PAINTED	2	

WINDOW ELEVATIONS



NOTE: REFER TO ELEVATIONS FOR OPERABLE WINDOW LOCATIONS. ROUGH OPENINGS AS PER MANUFACTURERS INSTALLATION INSTRUCTIONS. ALL WINDOWS TO MEET BCBC 2018 PART 9.36. BEDROOM WINDOWS MUST MEET EGRESS REQUIREMENTS.

WINDOW SCHEDULE

Type Mark	Count	Height	Width	Comments
A	8	183	122	TYP 1'-6" AFF UNO
B	13	122	122	TYP 3'-0" AFF UNO
C	1	1525	915	TYP 3'-0" AFF UNO
D	2	122	915	TYP 3'-0" AFF UNO

SEALS

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REVISIONS + ISSUES

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2022 05 02	BUILDING PERMIT
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PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

DOOR + WINDOW SCHEDULES

SCALE: 1 : 50

DRAWN: RKD

CHECKED: IM/RR

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ASSEMBLY SCHEDULES

EXTERIOR WALLS

E01- 6" ICF EXTERIOR WALL
 -CLADDING AS PER ELEVATIONS
 -AIR BARRIER
 -2 1/2" RIGID INSULATION
 -6" CONCRETE
 -2 1/2" RIGID INSULATION
 -VAPOUR BARRIER
 -1/2" GYPSUM WALL BOARD

E02- 6" ICF CENTRE WALL (1HR FRR)
 -1/2" GYPSUM WALL BOARD
 -2 1/2" RIGID INSULATION
 -6" CONCRETE
 -2 1/2" RIGID INSULATION
 -1/2" GYPSUM WALL BOARD

INTERIOR PARTITIONS

P01- 2x4 INTERIOR PARTITION
 -1/2" GYPSUM WALL BOARD
 -2x4 WOOD STUDS @ 16" O.C.
 -1/2" GYPSUM WALL BOARD

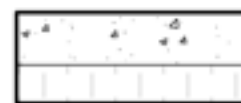
P02- 2x6 PLUMBING/BEARING PARTITION
 -1/2" GYPSUM WALL BOARD
 -2x6 WOOD STUDS @ 16" O.C.
 -1/2" GYPSUM WALL BOARD

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

P03- 2x6 FURRED PLUMBING PARTITION
 -2x6 WOOD STUDS @ 16" O.C.
 -1/2" GYPSUM WALL BOARD

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

FLOORS

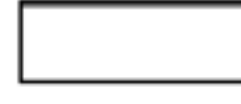


F01- 11" TJI, SOUND INSULATED, 1HR FRR
 -VINYL PLANK FLOORING
 -5/8" OSB T+G SUBFLOOR
 -11 7/8" TJIs
 -ACOUSTIC BATT FILLED JOIST CAVITY
 -2 LAYERS 5/8" GYPSUM WALL BOARD, TYPE 'X'

F02- 11" TJI, 45min FRR
 -VINYL PLANK FLOORING
 -5/8" OSB T+G SUBFLOOR
 -11 7/8" TJIs
 -ACOUSTIC BATT FILLED JOIST CAVITY
 -5/8" GYPSUM WALL BOARD, TYPE 'X'

F03- INSULATED BASEMENT SLAB
 -VINYL PLANK FLOORING
 -5/8" FLOORING UNDERLAY
 -VAPOUR BARRIER
 -REINFORCED CONCRETE SLAB (AS PER STRUCTURAL)
 -RIGID INSULATION (HIGH DENSITY, BEARING)
 -COMPACTED GRAVEL (AS PER STRUCTURAL)

CEILINGS



C01- FINISHED CEILING
 -DIMENSIONAL LUMBER FRAMING/FURRING
 -1/2" SAG RESISTANT GYPSUM BOARD
 -LOW PROFILE TEXTURED FINISH

ROOFS



R01- INSULATED TRUSS ROOF
 -ASPHALT SHINGLES
 -UNDERLAY
 -AIR BARRIER
 -PLYWOOD SHEATHING (AS PER STRUCTURAL)
 -OPEN WEB TRUSSES (AS PER STRUCTURAL)
 -BATT FILLED? INSULATION C/W HEEL STOPS
 -SOFFITS AND FASCIA AS PER ELEVATIONS

R02- UN-INSULATED CANOPY ROOF
 -ASPHALT SHINGLES?
 -UNDERLAY
 -AIR BARRIER
 -PLYWOOD SHEATHING (AS PER STRUCTURAL)
 -DIMENSIONAL FRAMING (AS PER STRUCTURAL)
 -SOFFITS AND FASCIA AS PER ELEVATIONS

GENERAL NOTES

- DO NOT SCALE DRAWINGS. CONFIRM ALL DIMENSIONS ON SITE AND REPORT DISCREPANCIES TO OWNER AND ARCHITECT.
- CONTRACTOR TO COMPARE DRAWINGS TO SITE CONDITIONS AND REPORT DISCREPANCIES TO ARCHITECT.
- ALL WORK COMPLIES WITH THE REQUIREMENTS OF THE NATIONAL BUILDING CODE - 2018 BC EDITION AND ALL ORDINANCES
- COORDINATE ALL INFORMATION FROM ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND CIVIL CONSULTANTS DOCUMENTS. COORDINATE DIMENSIONS REQUIRED FOR THE FITTING OF ALL COMPONENTS AS NECESSARY TO ENSURE THEIR SOUND OPERATION UPON COMPLETION.
- ALL WALL, FLOOR, AND ROOF ASSEMBLIES SHOWN ON THE CONSTRUCTION ASSEMBLY PAGE SHOW TRUE REPRESENTATION OF COMPLETED CONSTRUCTION ASSEMBLY. REFER TO SPECIFICATIONS FOR ADDITIONAL ASSEMBLY INFORMATION. THESE ASSEMBLIES SUPERSEDE ALL COMPLETED DETAILS AND NOTATION COMPLETED ON THE FOLLOWING CONSTRUCTION DRAWINGS.
- REFER TO STRUCTURAL FRAMING PLANS FOR LOCATIONS OF ALL INTERIOR LOAD BEARING ASSEMBLIES AND SHEAR WALL LOCATIONS.
- ALL GYPSUM BOARD IN BATHROOMS AND COMMERCIAL KITCHENS SHALL BE MOISTURE RESISTANT TYPE.
- ALL EXPOSED CONCRETE WALL CORNERS SHALL BE CHAMFERED.
- ALL G.I. FLASHING EXPOSED TO VIEW SHALL BE PRE-FINISHED.
- MAINTAIN CONTINUOUS FIRE RATED SEPARATION AROUND JANITOR ROOMS, STORAGE ROOMS, AND MECHANICAL ROOMS; CARRY WALLS TO UNDERSIDE OF STRUCTURE.
- PROVIDE CONTINUOUS SEALANT AROUND BOTH SIDES OF ALL DOOR AND WINDOW FRAMES.
- IN ALL LOCATIONS WHERE GYPSUM BOARD ABUTS DISSIMILAR MATERIAL, USE A MILCOR AND/OR J-TRIM AT EDGE SURFACES. ALLOW 3mm +/- GAP. EX. DOOR, WINDOW FRAME, CONCRETE WALL, CONCRETE, BRICK ETC.
- PROVIDE CORNER BEAD FOR ALL EXPOSED GYPSUM WALL BOARD CORNERS.
- ALL WOOD COMPONENTS DIRECTLY ATTACHED TO CEMENTITIOUS MATERIALS AND DIRECTLY UNDER EXTERIOR ALUMINUM SILLS SHALL BE PRESSURE TREATED.
- FURR-IN ALL EXPOSED MECHANICAL AND/OR ELECTRICAL COMPONENTS IN FINISHED AREAS, AND AS INDICATED.
- SEE MECHANICAL AND ELECTRICAL FOR EXACT TYPES AND QUANTITY OF DIFFUSERS, GRILLES, FIXTURES, AND EQUIPMENT. CO-ORDINATE SIZES AND EXACT LOCATIONS TO SUIT ARCHITECTURAL REFLECTED CEILING PLANS AND/OR DETAILS.
- CAULK AND SEAL AROUND ALL DUCTS AND PIPES PASSING THROUGH FIRE RATED PARTITIONS AND FLOOR ASSEMBLIES WITH APPROVED (ULC) MASTIC CAULKING.
- PROVIDE ACOUSTICAL SEALANT AT JUNCTIONS OF SOUND RATED PARTITIONS.
- WHERE ELECTRICAL OR OTHER OUTLETS OCCUR IN SOUND RATED PARTITION STAGGER THESE OUTLETS 2 STUD SPACES. PROVIDE ACOUSTICAL SEALANT ALL AROUND.

DRAWING SYMBOLS LEGEND

- DOOR TAG REFER TO SCHEDULE
- WINDOW TYPE TAG, REFER TO SCHEDULE
- ROOM NAME ROOM TAG
 101
- DETAIL INDICATOR
 Ref DETAIL #
 PAGE CROSS REFERENCE
- WALL SECTION INDICATOR
 Ref SECTION #
 VIEW DIRECTION OF SECTION
 PAGE CROSS REFERENCE
- BUILDING SECTION & ELEVATION INDICATOR
 Ref SECTION #
 VIEW DIRECTION OF ELEVATION
 PAGE CROSS REFERENCE
- LEVEL NAME ELEVATION INDICATOR
- CH= 3000 CEILING HEIGHT INDICATOR
- ? KEYNOTE INDICATOR
- ? MILLWORK KEYNOTE INDICATOR
- (P2) WALL TYPE SYMBOL
- (R2) ROOF TYPE SYMBOL
- (F-) FLOOR TYPE SYMBOL
- (WT1) WALL FINISH TAG
- NORTH ARROW

Berry Architecture + Associates
 Suite 200, 5218-50 Avenue
 Red Deer, T4N 4B5

Phone: 403-314-4461
 Contact:

ARCHITECTURAL SHEET LIST

Sheet Number	Sheet Name
A0.0	TITLE PAGE
A3.0	BASEMENT FLOOR PLAN
A3.1	MAIN FLOOR PLAN
A3.2	SECOND FLOOR PLAN
A3.3	ROOF PLAN
A4.0	EXTERIOR BUILDING ELEVATIONS
A4.1	EXTERIOR BUILDING ELEVATIONS
A4.2	EXTERIOR BUILDING ELEVATIONS
A4.4	EXTERIOR BUILDING ELEVATIONS
A4.5	ROOF PLAN
A5.0	BUILDING SECTIONS

SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/01/21	CLIENT REVIEW
02/03/03	CLIENT REVIEW

PROJECT TITLE
Pinetree Meadows
 15 Ave Invermere BC

DRAWING TITLE

TITLE PAGE

SCALE: As indicated

DRAWN: RKD

CHECKED: IM

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A0.0



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GENERAL NOTES

1. ALL INTERIOR PARTITIONS TO BE ASSEMBLY TYPE 'P1' UNLESS OTHERWISE NOTED.
2. ALL DOORS ARE TO BE CENTRED IN OPENING UNLESS OTHERWISE NOTED.
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PROJECT TITLE

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15 Ave Invermere BC

DRAWING TITLE

BASEMENT FLOOR PLAN

SCALE: As indicated

DRAWN: RKD

CHECKED: IM

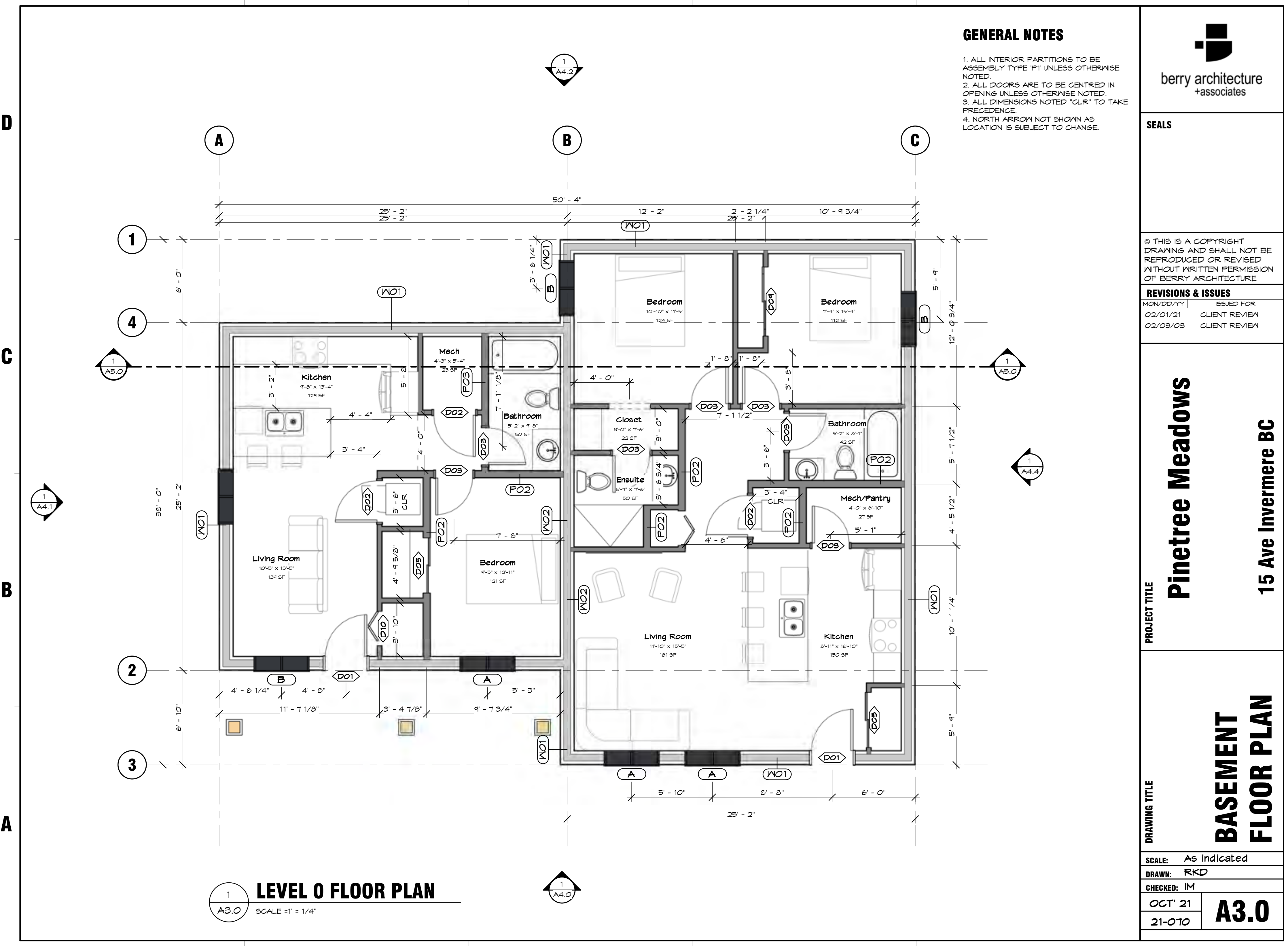
OCT' 21

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A3.0

LEVEL 0 FLOOR PLAN

SCALE = 1" = 1/4"



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GENERAL NOTES

1. ALL INTERIOR PARTITIONS TO BE ASSEMBLY TYPE 'F1' UNLESS OTHERWISE NOTED.
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MON/DD/YY	ISSUED FOR
02/01/21	CLIENT REVIEW
02/03/03	CLIENT REVIEW

PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

MAIN FLOOR PLAN

SCALE: As indicated

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

A3.1

1 LEVEL 1 FLOOR PLAN
SCALE = 1" = 1/4"

D

C

B

A

1

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5

1

4

2

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A

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1
A4.2

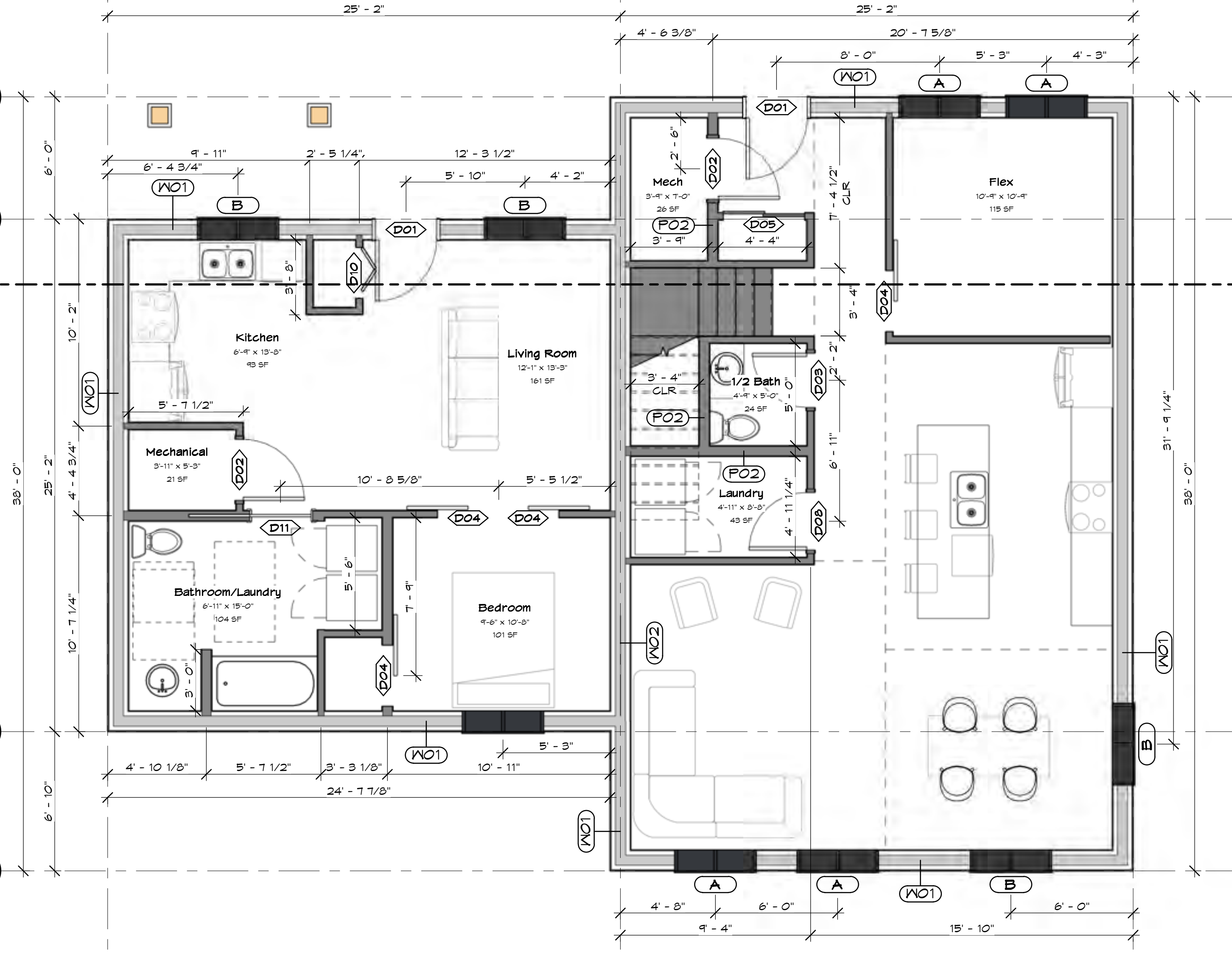
1
A5.0

1
A5.0

1
A4.1

1
A4.4

1
A4.0





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GENERAL NOTES

1. ALL INTERIOR PARTITIONS TO BE ASSEMBLY TYPE 'F1' UNLESS OTHERWISE NOTED.
2. ALL DOORS ARE TO BE CENTRED IN OPENING UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS NOTED 'CLR' TO TAKE PRECEDENCE.
4. NORTH ARROW NOT SHOWN AS LOCATION IS SUBJECT TO CHANGE.

SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/01/21	CLIENT REVIEW
02/03/03	CLIENT REVIEW

PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

SECOND FLOOR PLAN

SCALE: As indicated

DRAWN: RKD

CHECKED: IM

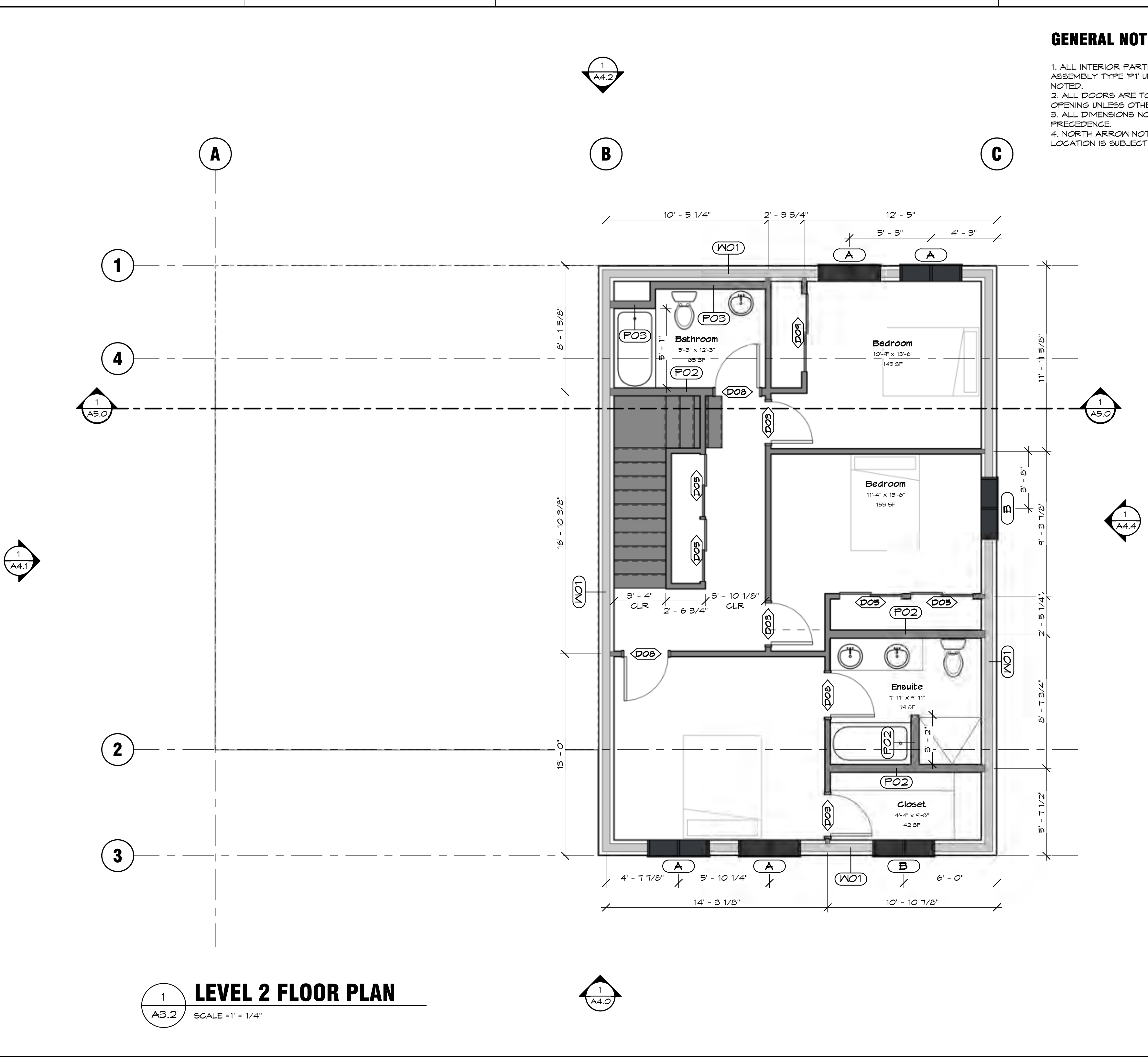
OCT' 21

21-070

A3.2

LEVEL 2 FLOOR PLAN

SCALE = 1" = 1/4"



1

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A4.2

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A4.1

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A4.4

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A4.0

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A3.2



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SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/01/21	CLIENT REVIEW
02/03/03	CLIENT REVIEW

PROJECT TITLE
Pinetree Meadows
15 Ave Invermere BC

DRAWING TITLE
ROOF PLAN

SCALE: 1' = 1/4"
DRAWN: RKD
CHECKED: IM
OCT' 21
21-070
A3.3

D

C

B

A

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A

B

C

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4

2

3

1
A3.3

1
A4.0

1
A4.2

1
A5.0

1
A4.4

1
A4.1

2' - 0 3/4"

12' - 3 7/8"

12' - 5 3/8"

29' - 8 1/4"

8' - 11 3/8"

8' - 11 3/8"

12 :12

6 :12

6 :12

4' - 0 7/8"

29' - 2"

5' - 0 1/4"

7 :12

7 :12

6 :12

25' - 2"

12 :12

12 :12

43' - 0"

ALL DRAINAGE THIS DIRECTION

12 :12

6' - 11 7/8"

6' - 11 7/8"

T.O. ROOF

SCALE = 1' = 1/4"



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KEYNOTE LEGEND

01	ASPHALT SHINGLE
03	WHITE FASCIA
06	DARK TONE HORIZONTAL 7.25" HARDIE LAP
07	MID TONE HORIZONTAL 7.25" HARDIE LAP
08	WHITE HORIZONTAL 7.25" HARDIE LAP
11	WHITE HARDIE VERTICAL PLANK
13	MID TONE HARDIE BOARD AND BATTEN
14	WHITE HARDIE BOARD AND BATTEN
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
16	DIMENSIONAL LUMBER DECKING + FASCIA
17	PINE (OR FAUX ALUM/POLY EQUIVALENT) SOFFIT
18	STANDARD WHITE ALUMINUM SOFFIT

SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/01/21	CLIENT REVIEW
02/03/03	CLIENT REVIEW

PROJECT TITLE
Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE
EXTERIOR BUILDING ELEVATIONS

SCALE: 1' = 1/4"

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

A4.0

D

C

B

A

A

B

C

T.O. ROOF
109.861

U/S CEILING LL2
105.224

T.O. 2ND FLR
102.186

U/S CEILING LL1
102.438

T.O. MAIN FLR
100.000

U/S CEILING LLO
99.347

T.O. LLO
96.909

1 ELEVATION A

A4.0 SCALE = 1' = 1/4"

1

2

3

4

5





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KEYNOTE LEGEND

01	ASPHALT SHINGLE
03	WHITE FASCIA
07	MID TONE HORIZONTAL 7.25" HARDIE LAP
08	WHITE HORIZONTAL 7.25" HARDIE LAP
11	WHITE HARDIE VERTICAL PLANK
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
16	DIMENSIONAL LUMBER DECKING + FASCIA
18	STANDARD WHITE ALUMINUM SOFFIT

SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/01/21	CLIENT REVIEW
02/03/03	CLIENT REVIEW

PROJECT TITLE
Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE
EXTERIOR BUILDING ELEVATIONS

SCALE: 1' = 1/4"

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

A4.1

D

C

B

A

1 4 2 3

42' - 0"

01 15 01 01 11 18 07 03 08 01 01 16

T.O. ROOF
109.861

U/S CEILING LL2
105.224

T.O. 2ND FLR
102.786

U/S CEILING LL1
102.438

T.O. MAIN FLR
100.000

U/S CEILING LLO
99.347

T.O. LLO
96.909

32' - 4 1/4"

16' - 2"

3' - 0"

6' - 0 7/8"

7' - 9 1/8"

6' - 1"

25' - 2"

6' - 10"

15' - 2 1/2"

8' - 0"

8' - 0"

2' - 15/8"

8' - 0"

8' - 0"

42' - 5 7/8"

1' - 13/4"

2' - 11/4"

7' - 11/4"

12:12

7:12

7:12

17' - 4 1/4"

2' - 0"

2' - 6"

6:12

5:12

5' - 0 1/4"

3' - 0"

1
A4.1
ELEVATION B
SCALE = 1' = 1/4"

1

2

3

4

5



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KEYNOTE LEGEND

01	ASPHALT SHINGLE
02	POSSIBLE METAL ROOFING
03	WHITE FASCIA
05	WOOD FASCIA
07	MID TONE HORIZONTAL 7.25" HARDIE LAP
11	WHITE HARDIE VERTICAL PLANK
14	WHITE HARDIE BOARD AND BATTEN
15	SOLID WOOD COLUMN WITH FURRED HARDIE BASE
16	DIMENSIONAL LUMBER DECKING + FASCIA
17	PINE (OR FAUX ALUM/POLY EQUIVALENT) SOFFIT
18	STANDARD WHITE ALUMINUM SOFFIT

SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/01/21	CLIENT REVIEW
02/03/03	CLIENT REVIEW

PROJECT TITLE
Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE
EXTERIOR BUILDING ELEVATIONS

SCALE: 1' = 1/4"
DRAWN: RKD
CHECKED: IM
OCT' 21
21-070

A4.2



1
ELEVATION C
SCALE = 1" = 1/4"

1

2

3

4

5

D

C

B

A



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KEYNOTE LEGEND	
Key Value	Keynote Text
01	ASPHALT SHINGLE
03	WHITE FASCIA
06	DARK TONE HORIZONTAL 7.25" HARDIE LAP
18	STANDARD WHITE ALUMINUM SOFFIT

SEALS

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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/01/21	CLIENT REVIEW
02/03/03	CLIENT REVIEW

PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

EXTERIOR BUILDING ELEVATIONS

SCALE: 1' = 1/4"

DRAWN: RKD

CHECKED: IM

OCT' 21

21-070

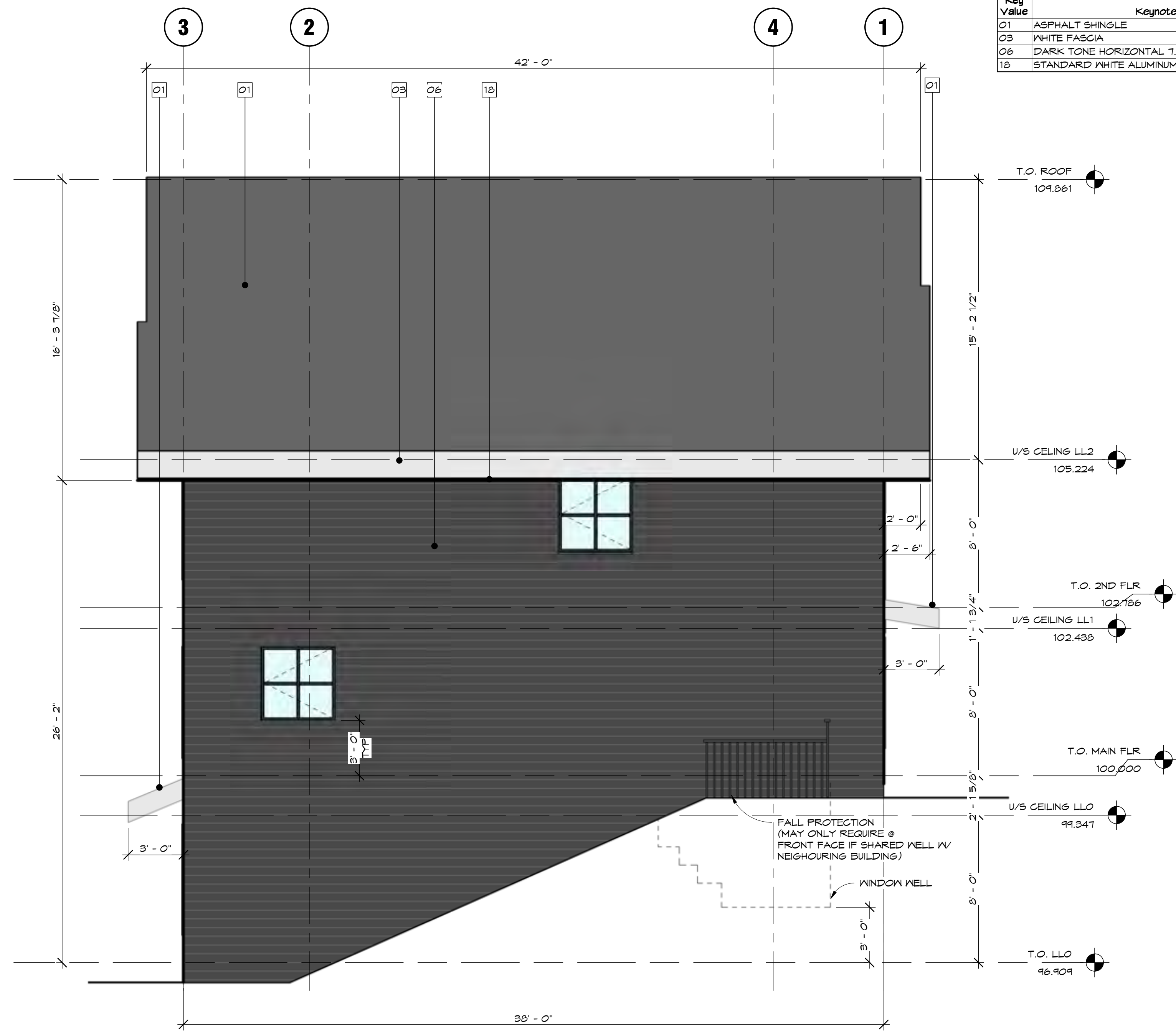
A4.4

D

C

B

A



1 **ELEVATION D**
A4.4 SCALE = 1' = 1/4"

1

2

3

4

5



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REVISIONS & ISSUES

MON/DD/YY	ISSUED FOR
02/01/21	CLIENT REVIEW
02/03/03	CLIENT REVIEW

PROJECT TITLE

Pinetree Meadows

15 Ave Invermere BC

DRAWING TITLE

DOOR + WINDOW SCHEDULE

SCALE: 1 : 50

DRAWN: RKD

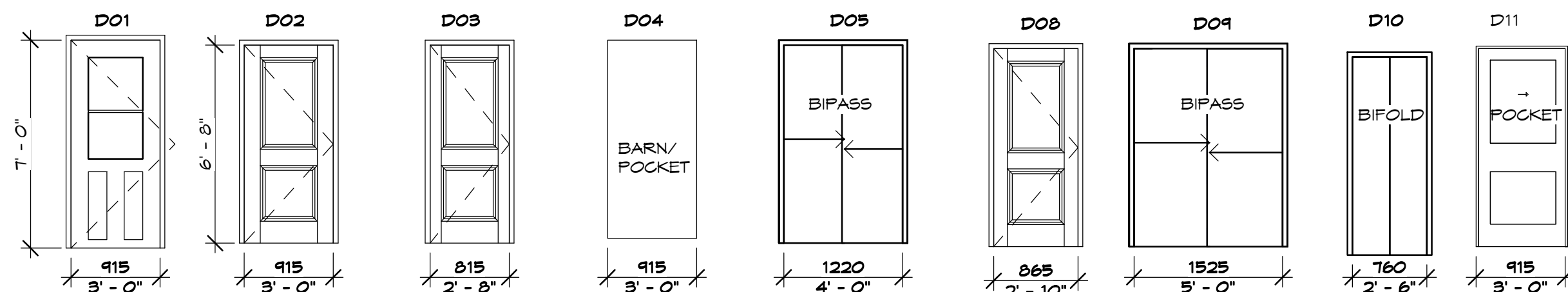
CHECKED: IM

OCT' 21

21-070

A9.0

DOOR ELEVATIONS



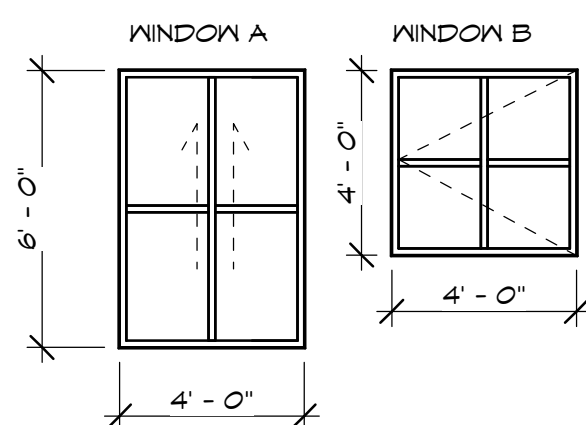
NOTE: SWING DIRECTION AS PER PLANS. DOOR STYLE/# PANELS SUBJECT TO CHANGE. ROUGH OPENING AS PER MANUFACTURERS INSTALLATION INSTRUCTIONS. HARDWARE TBC.

DOOR SCHEDULE

Dimension are Nominal Only, Contractor to Verify on Site

ELEV.	DOOR		Door Style	Count	DOOR		NOTES
	WIDTH	HEIGHT			FINISH	F.R. LABEL	
D01	915	2135	HMD (INSULATED) / PSF / PAINTED	4	TBC		Must be barrier free compliant
D02	915	2030	WD (HOLLOW) / PSF / PAINTED	5	TBC		
D03	815	2030	WD (HOLLOW) / PSF / PAINTED	11	TBC		
D04	915	2030	WD (HOLLOW) / PSF / PAINTED	4			
D05	1220	2030	WD (HOLLOW) / PSF / PAINTED	3	TBC		
D08	865	2030	WD (HOLLOW) / WD FRAME / PAINTED	4	TBC		
D09	1525	2030	WD (HOLLOW) / PSF / PAINTED	2	TBC		
D10	760	2030	WD (HOLLOW) / PSF / PAINTED	3			
D11			WD (HOLLOW) / PSF / PAINTED	2	TBC		Barrier Free

WINDOW ELEVATIONS



NOTE: REFER TO ELEVATIONS FOR OPERABLE WINDOW LOCATIONS. ROUGH OPENINGS AS PER MANUFACTURERS INSTALLATION INSTRUCTIONS.

WINDOW SCHEDULE

Type Mark	Count	Description	Height	Width	Comments
A	11	2x2	1830	1220	
B	11	2x2	1220	1220	3'-0" AFF UNO

LACEBARK MODEL

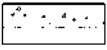
ASSEMBLY SCHEDULES

FLOORS



F1- TJI SOUND INSULATED 1HR FRR, STC 44

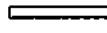
- VINYL PLANK FLOORING
- 5/8" OSB T/O SLDFLOOR
- 1" 1/2" TJI (AS PER STRUCTURAL)
- ACOUSTIC BATT FILLED JOIST CAVITY
- SOUND BAR (STEEL FLOORING CHANNEL)
- 2 LAYERS 5/8" GYPSUM BOARD, TYPE X



F2- INSULATED BASEMENT SLAB

- VINYL PLANK FLOORING
- 5/8" FLOORING UNDERLAY
- VAPOUR BARRIER
- REINFORCED CONCRETE SLAB (AS PER STRUCTURAL)
- 1" RIGID INSULATION (HIGH DENSITY BEARING)
- COMPACTED GRAVEL (AS PER STRUCTURAL)

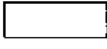
CEILINGS



C1- FINISHED CEILING

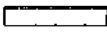
- DIMENSIONAL LUMBER FRAMING/CURRING
- SOUND INSULATION 5/8" U/S FLOOR
- 1/2" SAC RESISTANT GYPSUM BOARD
- LOW PROFILE TEXTURED FINISH

ROOFS



R1- INSULATED TRUSS ROOF

- SOFFITS AND FASCIA AS PER ELEVATIONS
- ASPHALT SHINGLES
- UNDERLAY
- WEATHER BARRIER
- PLYWOOD SHEATHING (AS PER STRUCTURAL)
- OPEN WEB TRUSSES (AS PER STRUCTURAL)
- BLOWN CELLULOSE 550 G/M FIBER STOPS
- 6 MIL POLY AIR/VAPOUR BARRIER
- 1/2" GYPSUM BOARD
- LOW PROFILE TEXTURED FINISH



R2- UN-INSULATED CANOPY ROOF

- SOFFITS AND FASCIA AS PER ELEVATIONS
- ASPHALT SHINGLES
- UNDERLAY
- WEATHER BARRIER
- PLYWOOD SHEATHING (AS PER STRUCTURAL)
- DIMENSIONAL FRAMING (AS PER STRUCTURAL)

EXTERIOR WALLS

W1- 6" ICE EXTERIOR WALL

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

W2- 6" ICE PARTY WALL 1HR FRR, STC 54

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

W3- EXTERIOR ABOVE GRADE WALL 45MIN FRR

- 1/2" CLADDING (AS PER ELEVATIONS)
- 2 1/2" 5CM RIGID INSULATION
- AIR/WEATHER BARRIER
- 1/2" PLYWOOD SHEATHING
- 3x6 ADD STUDS @ 24" O.C.
- CAVITY FILLED BATT INSULATION
- 1/2" GYPSUM BOARD
- LIQUID APPLIED VAPOUR BARRIER

W4- EXTERIOR SHED WALL

- CLADDING AS PER ELEVATIONS
- AIR BARRIER
- 1/2" PLYWOOD
- 2x4 P.T. WOOD STUDS @ 16" O.C.
- MINERAL WOOL BATT INSULATION
- 1/2" PLYWOOD

INTERIOR PARTITIONS

P1- 2x4 INTERIOR PARTITION

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

P2- 2x6 PLUMBING/SEWERING PARTITION

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

P3- 2x6 FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES

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

P4- 2x6 FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLUMBING FIXTURES

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

P5- 2x4 EXTERIOR SHED PARTITION

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

P6- 2x6 STEEL STUD WALL

- 5/8" OSB BOARD
- 2x6 STEEL STUDS @ 16" O.C.
- 5/8" OSB BOARD
- WEATHER BARRIER
- CLADDING (AS PER ELEVATIONS)

DRAWING SYMBOLS LEGEND

- DOOR TAG REFER TO SCHEDULE
- WINDOW TYPE TAG, REFER TO SCHEDULE
- ROOM NAME
- ROOM TAG
- DETAIL INDICATOR
- PAGE CROSS REFERENCE
- HALL SECTION INDICATOR
- SECTION #
- VIEW DIRECTION OF SECTION
- PAGE CROSS REFERENCE
- BUILDING SECTION & ELEVATION INDICATOR
- SECTION #
- VIEW DIRECTION OF ELEVATION
- PAGE CROSS REFERENCE
- LEVEL NAME
- ELEVATION INDICATOR
- CEILING HEIGHT INDICATOR
- KEYNOTE INDICATOR
- MILLWORK KEYNOTE INDICATOR
- WALL TYPE SYMBOL
- ROOF TYPE SYMBOL
- FLOOR TYPE SYMBOL
- WALL FINISH TAG
- NORTH ARROW

GENERAL NOTES

- DO NOT SCALE DRAWINGS. CONFIRM ALL DIMENSIONS ON SITE AND REPORT DISCREPANCIES TO OWNER AND ARCHITECT.
- CONTRACTOR TO COMPARE DRAWINGS TO SITE CONDITIONS AND REPORT DISCREPANCIES TO ARCHITECT.
- ALL WORK COMPIES WITH THE REQUIREMENTS OF THE NATIONAL BUILDING CODE - 2018 CBCDC EDITION AND LOCAL ORDINANCES.
- COORDINATE ALL INFORMATION FROM ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND CIVIL CONSULTANTS DOCUMENTS. COORDINATE DIMENSIONS REQUIRED FOR THE FITTING OF ALL COMPONENTS AS NECESSARY TO ENSURE THEIR SOUND OPERATION UPON COMPLETION.
- ALL WALL, FLOOR, AND ROOF ASSEMBLIES SHOWN ON THE CONSTRUCTION ASSEMBLY PAGE SHOW TRUE REPRESENTATION OF COMPLETED CONSTRUCTION ASSEMBLY. REFER TO SPECIFICATIONS FOR ADDITIONAL ASSEMBLY INFORMATION. THESE ASSEMBLIES SUPERSEDE ALL COMPLETED DETAILS AND NOTATION COMPLETED ON THE FOLLOWING CONSTRUCTION DRAWINGS.
- REFER TO STRUCTURAL FRAMING PLANS FOR LOCATIONS OF ALL INTERIOR LOAD BEARING ASSEMBLIES AND SHEAR WALL LOCATIONS.
- ALL GYPSUM BOARD IN BATHROOMS AND COMMERCIAL KITCHENS SHALL BE MOISTURE RESISTANT TYPE.
- ALL EXPOSED CONCRETE WALL CORNERS SHALL BE CHAMFERED.
- ALL G.I. FLASHING EXPOSED TO VIEW SHALL BE PRE-FINISHED.
- MAINTAIN CONTINUOUS FIRE RATED SEPARATION AT ALL JOINT SEPARATIONS.
- PROVIDE CONTINUOUS SEALANT AROUND BOTH SIDES OF ALL DOORS AND WINDOW FRAMES.
- IN ALL LOCATIONS WHERE GYPSUM BOARD ABUTS DISSIMILAR MATERIAL, USE A MILGOR AND/OR J-TRIM AT EDGE SURFACES. ALLOW 3/16" GAP. EX DOOR, WINDOW FRAME, CONCRETE WALL, CONCRETE, BRICK, ETC.
- PROVIDE CORNER BEAD FOR ALL EXPOSED GYPSUM WALL BOARD CORNERS.
- ALL WOOD COMPONENTS DIRECTLY ATTACHED TO CEMENTITIOUS MATERIALS AND DIRECTLY UNDER EXTERIOR ALUMINUM SILLS SHALL BE PRESSURE TREATED.
- FURFILL ALL EXPOSED MECHANICAL AND/OR ELECTRICAL COMPONENTS IN FINISHED AREAS, AND AS INDICATED.
- REFER TO MECHANICAL AND ELECTRICAL CONTRACTOR FOR EXACT TYPES AND QUANTITY OF DIFFUSERS, GRILLES, FIXTURES, AND EQUIPMENT. CO-ORDINATE SIZES AND EXACT LOCATIONS TO SUB ARCHITECTURAL REFLECTED CEILING PLANS AND/OR DETAILS.
- CAULK AND SEAL AROUND ALL DUCTS AND PIPES PASSING THROUGH FIRE RATED PARTITIONS AND FLOOR ASSEMBLIES WITH APPROVED RUBBER GASKETS OR CALKINGS.
- PROVIDE ACOUSTICAL SEALANT AT JUNCTIONS OF SOUND RATED PARTITIONS.
- WHERE ELECTRICAL OR OTHER OUTLETS OCCUR IN SOUND RATED PARTITION STAGGER THESE OUTLETS 2 STUD SPACES. PROVIDE ACOUSTICAL SEALANT ALL AROUND.

Berry Architecture + Associates
Suite 200 5210-56 Ave SW
Red Deer, T4N 4B5

Phone: 403-314-2461
Contact: Rebecca Davison

ARCHITECTURAL SHEET...

Sheet Number	Sheet Name
A0.0	COVER SHEET
A1.0	CODE REVIEW
A2.0	SITE PLAN + BYLAW REVIEW
A3.0	BASEMENT FLOOR PLAN
A3.1	MAIN FLOOR PLAN
A3.4	ROOF PLAN
A4.0	EXTERIOR BUILDING ELEVATIONS
A4.1	EXTERIOR BUILDING ELEVATIONS
A4.2	EXTERIOR BUILDING ELEVATIONS
A4.4	EXTERIOR BUILDING ELEVATIONS
A5.0	BUILDING SECTIONS
A5.0	CONSTRUCTION DETAILS
A5.1	CONSTRUCTION DETAILS CONT.
A5.2	CONSTRUCTION DETAILS CONT.
A7.0	DOOR + WINDOW SCHEDULES



SEALS

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REVISIONS + ISSUES	
2022 05 02	ISSUED FOR PERMIT
2022 08 15	RE-ISSUED FOR PERMIT
2023 02 16	RE-ISSUED FOR PERMIT
2023 04 09	CONSTRUCTION

Pinetree Meadows
Phase 1, Lot 4
Generation Homes
15 Ave Invermere BC

PROJECT TITLE

DRAWING TITLE

COVER SHEET

SCALE:	As indicated
DRAWN:	RKD
CHECKED:	IM/RR
OCT 21	A0.0
21-070	



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SEALS

GENERAL NOTES

1. ALL INTERIOR PARTITIONS TO BE ASSEMBLY TYPE "P" UNLESS OTHERWISE NOTED.
2. ALL DOORS ARE TO BE CENTRED IN OPENINGS UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS NOTED "CLR" TO TAKE PRECEDENCE.
4. ALL CLOSETS 2' INTERIOR DEPTH UNLESS NOTED OTHERWISE.
5. NORTH ARROW AS PER SITE PLAN.

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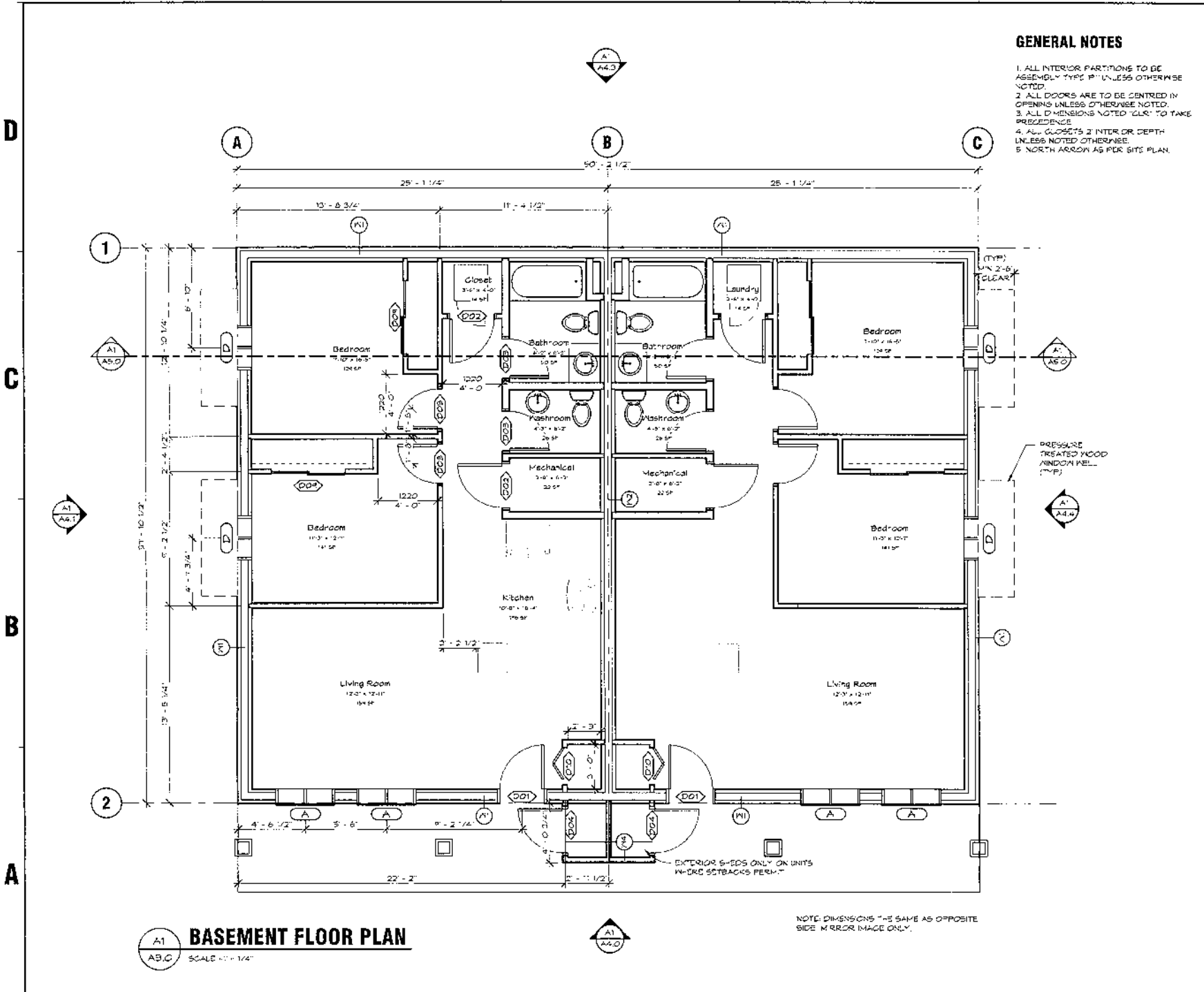
REVISIONS + ISSUES	
11/17/17 AM (P)	ISSUED FOR IFC
2022 05 02	BUILDING PERMIT
2022 08 15	RE-ISSUED FOR IFC
2023 02 15	RE-ISSUED FOR IFC
2023 04 05	CONSTRUCTION

PROJECT TITLE
Pinetree Meadows
Phase 1, Lot 4
 Generation Homes
 15 Ave Invermere BC

DRAWING TITLE
BASEMENT
FLOOR PLAN

SCALE: As indicated
DRAWN: RKD
CHECKED: IM/RR
OCT 21
21-070

A3.0



A1
BASEMENT FLOOR PLAN
 SCALE: 1/8" = 1'-0"

NOTE: DIMENSIONS THE SAME AS OPPOSITE SIDE IF MIRROR IMAGE ONLY.

1 2 3 4 5



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GENERAL NOTES

1. ALL INTERIOR PARTITIONS TO BE ASSEMBLY-TYPE "P1" UNLESS OTHERWISE NOTED.
2. ALL DOORS ARE TO BE CENTRED IN OPENING UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS NOTED "CLR" TO TAKE PRECEDENCE.
4. ALL CLOSETS 2" INTERIOR DEPTH UNLESS NOTED OTHERWISE.
5. NORTH ARROW AS PER SITE PLAN.

SEALS

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REVISIONS + ISSUES

DATE	BY	REVISIONS
2022 02 02	IM/R	ISSUED FOR PERMIT
2022 08 15	IM/R	ISSUED FOR BP
2022 02 16	IM/R	ISSUED FOR BP

PROJECT TITLE

**Pinetree Meadows
Phase 1, Lot 4
Generation Homes
15 Ave Invermere BC**

DRAWING TITLE

**MAIN FLOOR
PLAN**

SCALE: As indicated

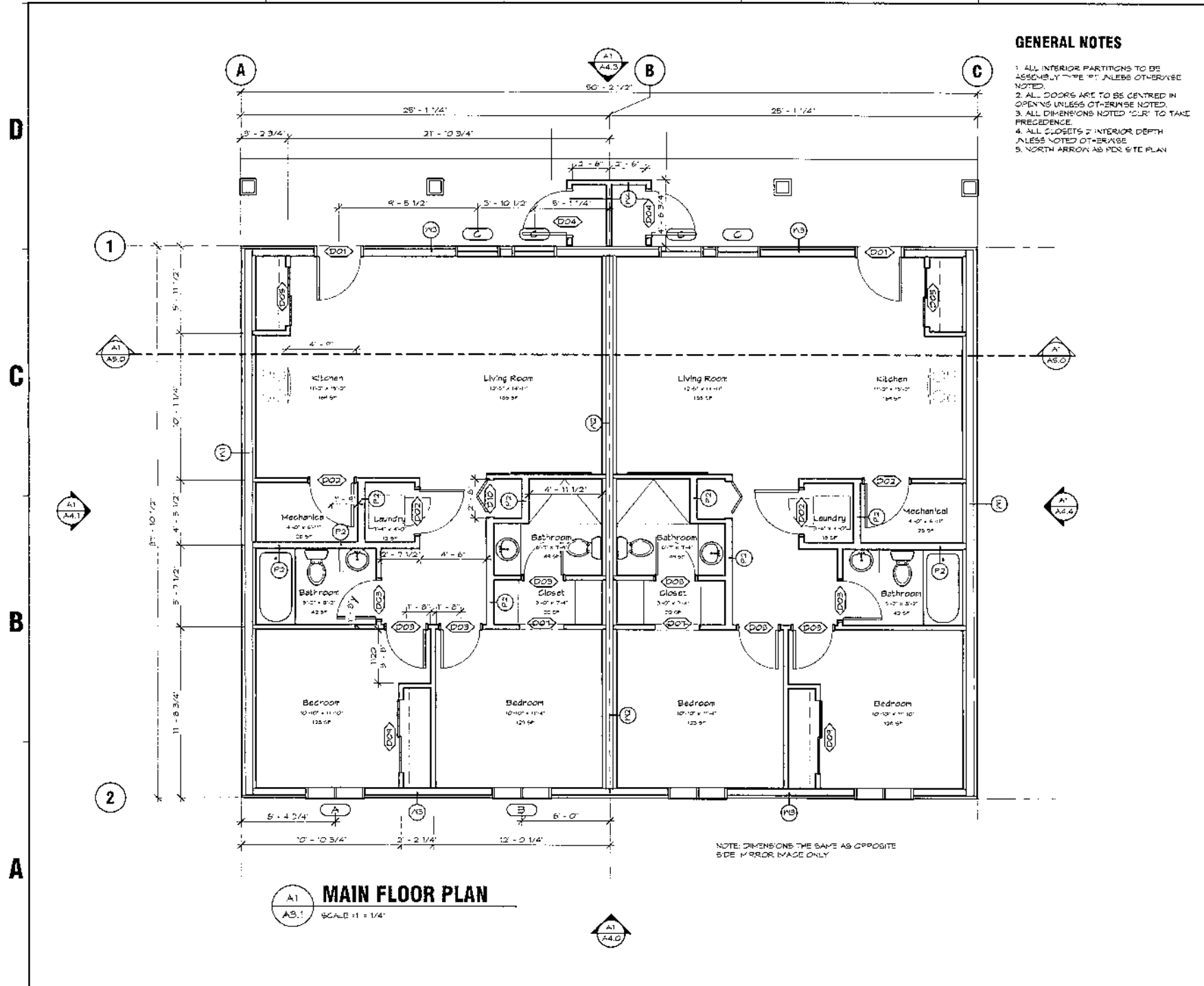
DRAWN: RKD

CHECKED: IM/R

OCT 21

21-070

A3.1



A1 MAIN FLOOR PLAN
A3.1 SCALE: 1/8" = 1'-0"

NOTE: DIMENSIONS THE SAME AS OPPOSITE SIDE IF PRIOR IMAGE ONLY

1 2 3 4 5



berry architecture
+ associates

SEALS

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DRAWING AND SHALL NOT BE
REPRODUCED OR REUSED
WITHOUT PERMITTED PERMISSION
OF BERRY ARCHITECTURE

REVISIONS + ISSUES

NO.	DATE	ISSUE
1		
2		
3		
4		
5		

PROJECT TITLE

**Pinetree Meadows
Phase 1, Lot 4
Generation Homes
15 Ave Invermere BC**

DRAWING TITLE

**EXTERIOR
BUILDING
ELEVATIONS**

SCALE: 1/4" = 1'-0"

DRAWN: RAD/JET

CHECKED: IN/RC

OCT 21

21-070

A4.0

KEYNOTE LEGEND

01	EXTERIOR FINISH
02	PAINT HORIZONTAL 1/2" HARBOR LAP
03	EXTERIOR FINISH HORIZONTAL 1/2" HARBOR LAP
04	EXTERIOR FINISH HARBOR BOARD AND BATTER
05	PAINT HARBOR BOARD AND BATTER
06	CONCRETE PAVING FOR DRIVEWAY
07	CONCRETE PAVING FOR DRIVEWAY
08	CONCRETE PAVING FOR DRIVEWAY
09	CONCRETE PAVING FOR DRIVEWAY
10	CONCRETE PAVING FOR DRIVEWAY
11	CONCRETE PAVING FOR DRIVEWAY

D

C

B

A

1

2

3

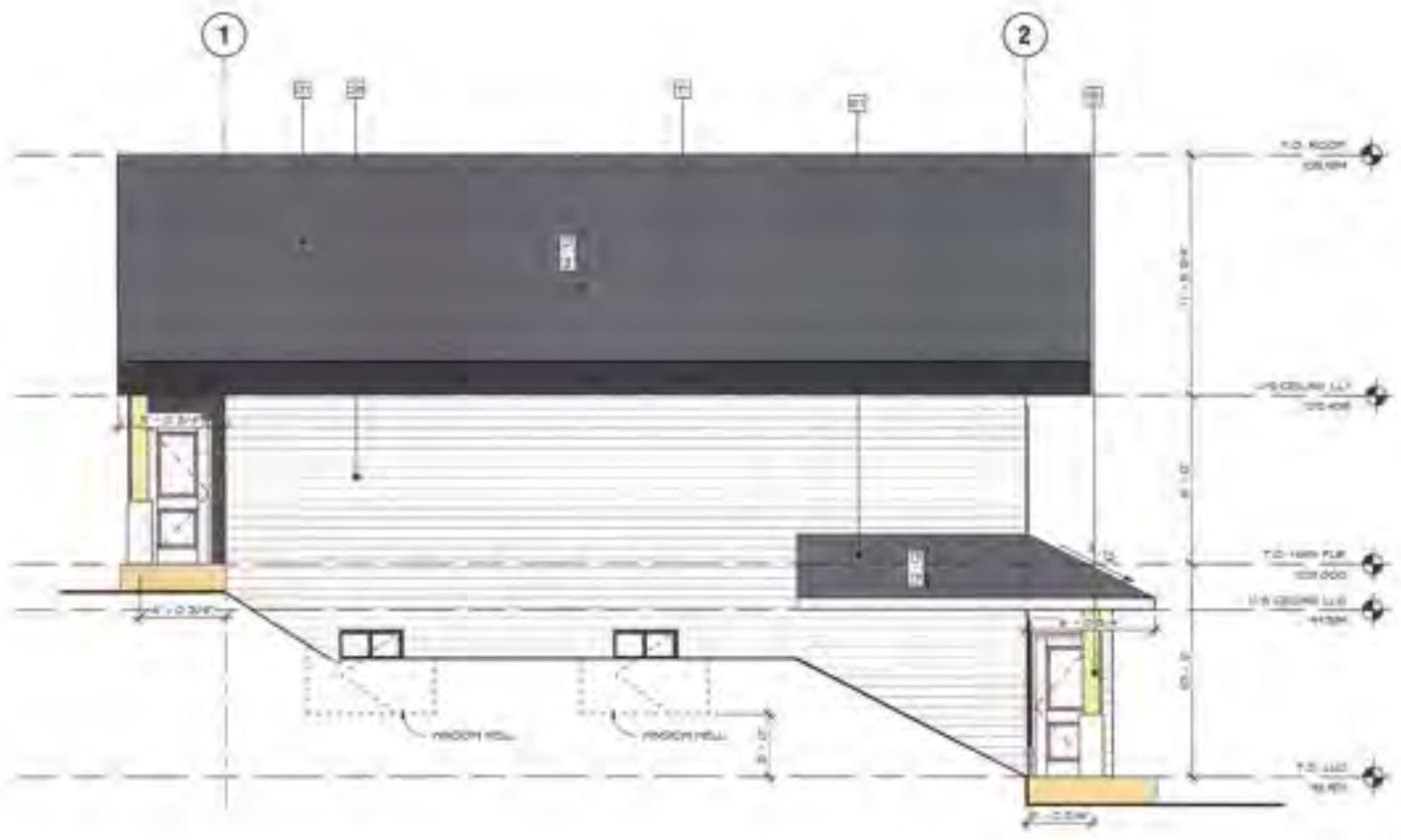
4

5

ELEVATION A
ROAD 47' x 114'



D
C
B
A



KEYNOTE LEGEND	
01	CASUALTY SYMBOL
02	PAINT HORIZONTAL TYPE WALL CL. LIP
03	SOLID WOOD COLUMN WITH TURNED WOOD BASE
04	TRAC (OR PAUL ALUM POLY ISOSYANURATE) SCOTT



DATE:

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REVISIONS + ISSUES	
NO. 1	ISSUE
NO. 2	ISSUE
NO. 3	ISSUE
NO. 4	ISSUE
NO. 5	ISSUE

PROJECT TITLE
Pinetree Meadows
Phase 1, Lot 4
 Generation Homes
 15 Ave Invermere BC

DRAWING TITLE
EXTERIOR BUILDING ELEVATIONS

DATE: T + 1/4"
 DRAWN: RND/JJE
 CHECKED: RND/M/RJR
 OCT 21
 21-030 **A4.1**

ELEVATION B
 SCALE: 1/8" = 1'-0"

1 2 3 4 5

KEYNOTE LEGEND	
01	CONCRETE FOUNDATION
02	CONCRETE FLOOR
03	WALLS FOR EXTERIOR, 1/2" GYPSUM BOARD
04	SOLID WOOD COLUMN WITH FLURRED HARKER SILL
05	CONCRETE PATIO FOR PAIS FLOOR FINISH AS SHOWN
06	SPINE FOR PAIS ALUMINUM TRIM (SEE ALUMINUM TRIM)



SEALS

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REVISIONS - ISSUES	
NO. 1	ISSUE 1
NO. 2	ISSUE 2
NO. 3	ISSUE 3
NO. 4	ISSUE 4
NO. 5	ISSUE 5



ELEVATION C
SCALE 1/8" = 1'-0"

**Pinetree Meadows
Phase 1, Lot 4
Generation Homes
15 Ave Invermere BC**

**EXTERIOR
BUILDING
ELEVATIONS**

DATE	11-14-21
OWNER	RAO/LE
DESIGNER	RA/RA
DATE	OCT 21
PROJECT NO.	21-070
SCALE	A4.3

1 2 3 4 5

D
C
B
A

D
C
B
A

KEYNOTE LEGEND	
01	ADHESIVE FINISH
02	CONCRETE FINISH
03	WHITE HORIZONTAL 1/2" JACOBI LAP
04	SOLID ROOF COLUMN WITH FLARED WARE BASE
05	PAINT (OR PAINT ALUMINUM) 50% ALUMINUM 50% ZINC



SEALS

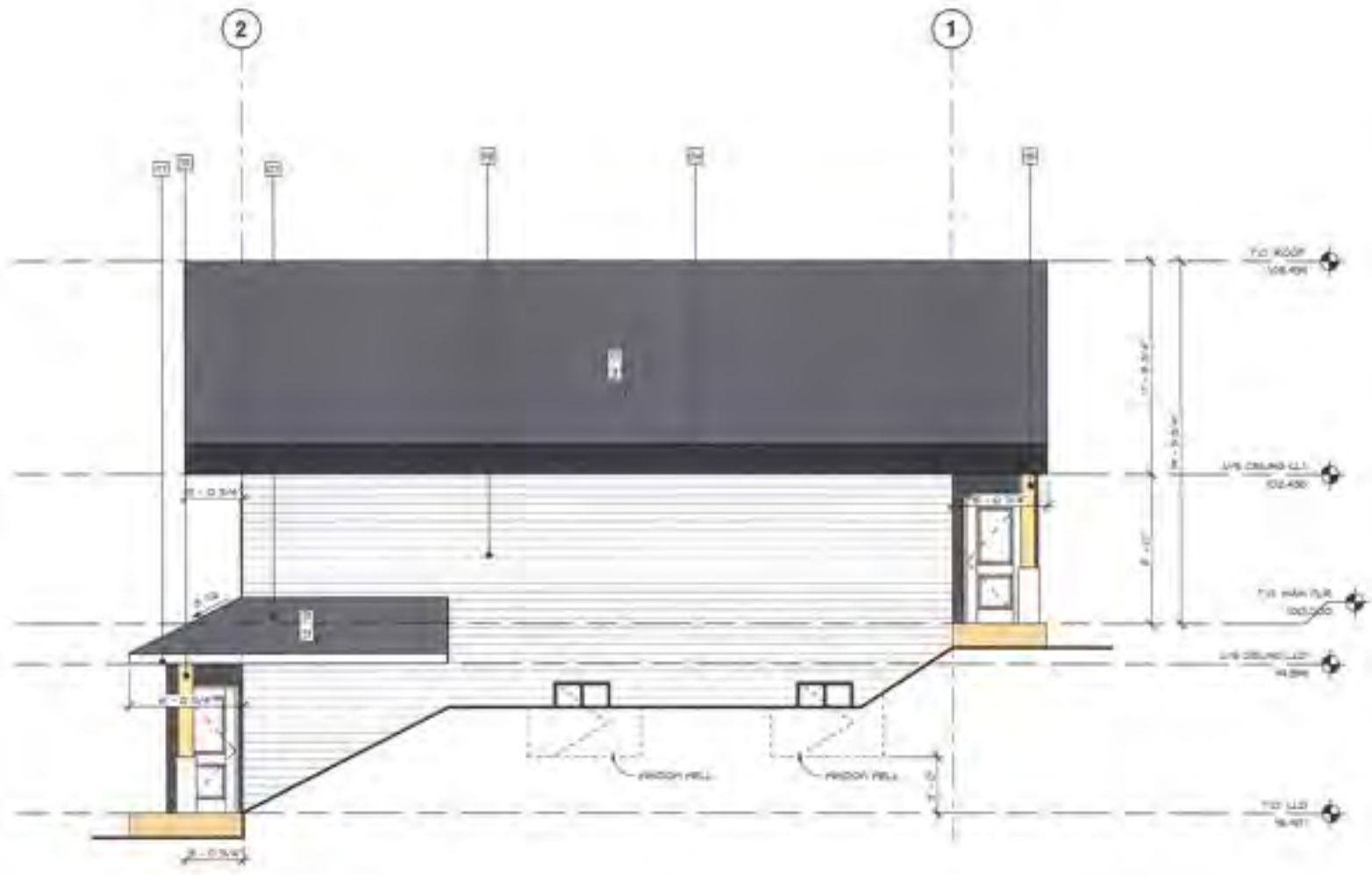
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REVISIONS + ISSUES	
1	ISSUE FOR
2	ISSUE FOR
3	ISSUE FOR
4	ISSUE FOR
5	ISSUE FOR

PROJECT TITLE
Pinetree Meadows
Phase 1, Lot 4
 Generation Homes
 15 Ave Invermere BC

DRAWING TITLE
EXTERIOR
BUILDING
ELEVATIONS

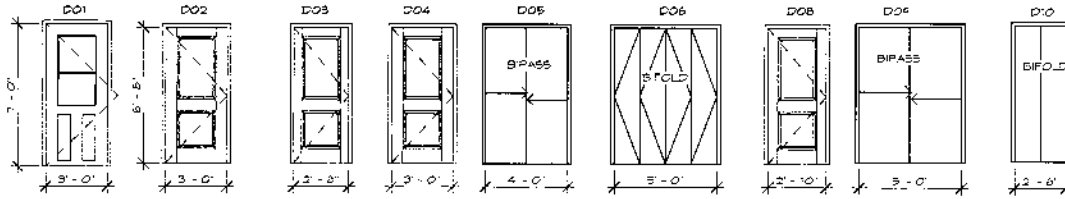
SCALE: 1" = 1/4"
 DESIGNED: RADY/JE
 CHECKED: M/RR
 DATE: OCT 21
 21-070 **A4.4**



ELEVATION D

1 2 3 4 5

DOOR ELEVATIONS



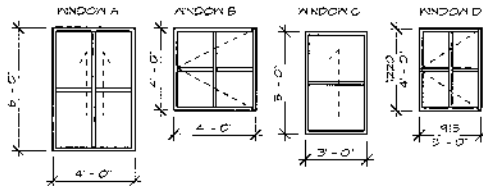
NOTE: SWING DIRECTION AS PER PLANS. DOOR 5" MIN PANELS SUBJECT TO CHANGE. ROUGH OPENING AS PER MANUFACTURERS INSTALLATION INSTRUCTIONS. HARDWARE TBC.

DOOR SCHEDULE

Dimension in Feet Nominal Only. Contractor to Verify on Site

DOOR			Door Style	NOTES
ELEV.	WIDTH	HEIGHT		
D01	3'-0"	7'-0"	HMID (INSULATED) / PBF / PAINTED	Operable Use - Must be Barr or Free Comp. etc.
D02	3'-0"	6'-8"	AD (HOLLOW) / PBF / PAINTED	
D03	2'-8"	6'-8"	AD (HOLLOW) / PBF / PAINTED	
D04	3'-0"	6'-8"	HMID (INSULATED) / PBF / PAINTED	Exterior door c/w deadbolt
D05	4'-0"	6'-8"	AD (HOLLOW) / PBF / PAINTED	Bi-Pass
D07	3'-0"	6'-8"	(more)	Drywall opening
D08	3'-0"	6'-8"	AD (HOLLOW) / PBF / PAINTED	Bi-Pass
D10	2'-8"	6'-8"	AD (HOLLOW) / PBF / PAINTED	Single Bi-Fold Door

WINDOW ELEVATIONS



NOTE: REFER TO ELEVATIONS FOR OPERABLE WINDOW LOCATIONS. ROUGH OPENINGS AS PER MANUFACTURERS INSTALLATION INSTRUCTIONS. ALL WINDOWS TO MEET CBC 2018 PART 4.06. BEDROOM WINDOWS MUST MEET EGRESS REQUIREMENTS.

WINDOW SCHEDULE

Type Mark	Height	Width	Comments
A	6'-0"	4'-0"	
B	4'-0"	4'-0"	1-6" AFF WIND
C	6'-0"	3'-0"	1-6" AFF WIND
D	4'-0"	3'-0"	TOP 3'-0" AFF WIND



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+associates

SEALS

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REVISIONS + ISSUES

DATE	BY	REASON
2022-05-02	PKL/RR	ISSUED FOR PERMIT
2022-04-14	PKL/RR	RE-ISSUED FOR BP
2022-02-16	PKL/RR	RE-ISSUED FOR RP

Pinetree Meadows
Phase 1, Lot 4
Generation Homes
15 Ave Invermere BC

PROJECT TITLE

DRAWING TITLE

DOOR + WINDOW SCHEDULES

SCALE: 1 : 50

DRAWN: RKD

CHECKED: IM/RR

OCT 21

21-070

A7.0

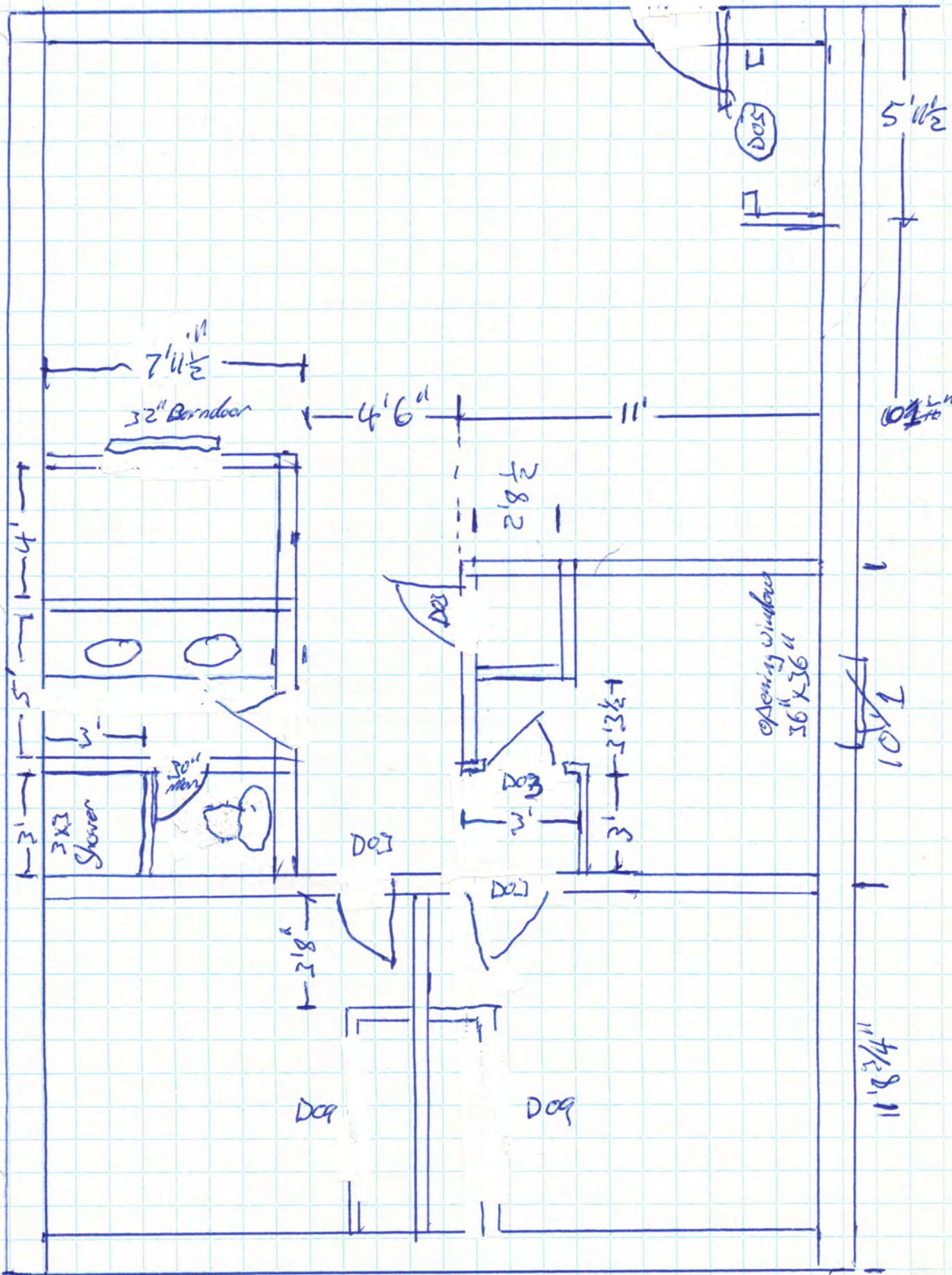


Exhibit D3

DECLARATION(S) ATTACHED



Strata Property Act Filing

KAMLOOPS LAND TITLE OFFICE
OCT 06 2023 15:53:33.003
CB936755

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-P Phased Strata Plan Declaration

3. Description of Land

PID/Plan Number

Legal Description

032-005-121

LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

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
17:00:10 -07:00

Strata Property Act

FORM P

PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

I, 1345408 B.C. LTD., Inc. No. 1345408 declare

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

*PID: 032-005-121 LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT
PLAN EPP120443*

- 2 That the plan of development is as follows:

- (a) *The development will consist of 8 phases – phases will be developed in the following order; Phase 1, Phase 2, Phase 4, Phase 3, Phase 5, Phase 6, Phase 7, and Phase 8.*
- (b) *Attached hereto as Schedule “A” is a sketch plan showing*
 - (i) *all the land to be included in the phased strata plan,*
 - (ii) *the present parcel boundaries,*
 - (iii) *the approximate boundaries of each phase, and*
 - (iv) *the approximate location of the common facilities;*
- (c) *a schedule setting out the estimated date for the beginning of construction and completion of construction of each phase;*

<i>PHASE</i>	<i>COMMENCEMENT*</i>	<i>COMPLETION</i>
<i>1</i>	<i>September 1st 2023</i>	<i>December 31st 2023</i>
<i>2</i>	<i>September 1st 2023</i>	<i>August 31st 2024</i>
<i>3</i>	<i>May 31st 2024</i>	<i>May 31st 2025</i>
<i>4</i>	<i>November 30th 2023</i>	<i>December 31st 2024</i>
<i>5</i>	<i>November 30th 2024</i>	<i>November 30th 2025</i>
<i>6</i>	<i>November 30th 2024</i>	<i>November 30th 2025</i>
<i>7</i>	<i>May 31st 2025</i>	<i>May 31st 2026</i>
<i>8</i>	<i>May 31st 2025</i>	<i>May 31st 2026</i>

**the developer may commence any phase of the development earlier than indicated.*

(d) a statement of the unit entitlement of each phase and the total unit entitlement of the completed development;

<i>Phase</i>	<i>Unit Entitlement</i>
1	340
2	480
3	368
4	480
5	480
6	480
7	342
8	480
Total Unit Entitlement:	3450

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

Phase	Number of Strata Lots	Description of Structure
1	4	4 Plex
2	4	4 Plex
3	4	4 Plex
4	4	4 Plex
5	4	4 Plex
6	4	4 Plex
7	4	4 Plex
8	4	4 Plex

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

Phase Number	Date
Phase 1	Elected to Proceed
Phase 2	Elected to Proceed
Phase 3	May 1 st 2024
Phase 4	Elected to Proceed
Phase 5	November 1 st 2024
Phase 6	November 1 st 2024
Phase 7	May 1 st 2025
Phase 8	May 1 st 2025

Signed,
1345408 B.C. LTD., INC. NO 1345408

Christine Scott
Signature of Applicant

Print Name: Christine Scott

Date of approval: September 20, 2023.*

Signature of Approving Officer: *Rory Romadnik*
DISTRICT OF INVERMERE: RORY ROMADNIK
ROMADNIK

Name of Municipality: DISTRICT OF INVERMERE

* Section 222(2) of the Act provides that approval expires after one year unless the first phase is deposited before that time.

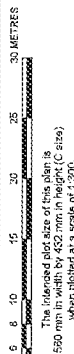


LOT B
PLAN EPP120443

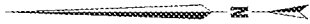
LOT B
PLAN EPP120443

SKETCH PLAN TO ACCOMPANY FORM P OF THE STRATA PROPERTY ACT FOR A PHASED STRAY DEVELOPMENT OF LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120433

BCGS :82K:050



NOTE:
All areas and building dimensions are from drawings supplied to Global Raymac Surveys on July 26th, 2023. Site Plan drawing: 2022/07/26 - Site.dwg



This plan lies within the Regional District of East Kootenay

NOTES:

PHASE 1, 4 Strata Lots and 4 LCP areas
 PHASE 2, 4 Strata Lots and 4 LCP areas
 PHASE 3, 4 Strata Lots and 4 LCP areas
 PHASE 4, 4 Strata Lots and 4 LCP areas
 PHASE 5, 4 Strata Lots and 4 LCP areas
 PHASE 6, 4 Strata Lots and 4 LCP areas
 PHASE 7, 4 Strata Lots and 4 LCP areas
 PHASE 8, 4 Strata Lots and 4 LCP areas
 PHASE 9, 4 Strata Lots and 4 LCP areas
 PHASE 10, 4 Strata Lots and 4 LCP areas
 PHASE 11, 4 Strata Lots and 4 LCP areas
 PHASE 12, 4 Strata Lots and 4 LCP areas
 PHASE 13, 4 Strata Lots and 4 LCP areas
 PHASE 14, 4 Strata Lots and 4 LCP areas
 PHASE 15, 4 Strata Lots and 4 LCP areas
 PHASE 16, 4 Strata Lots and 4 LCP areas
 PHASE 17, 4 Strata Lots and 4 LCP areas
 PHASE 18, 4 Strata Lots and 4 LCP areas
 PHASE 19, 4 Strata Lots and 4 LCP areas
 PHASE 20, 4 Strata Lots and 4 LCP areas
 PHASE 21, 4 Strata Lots and 4 LCP areas
 PHASE 22, 4 Strata Lots and 4 LCP areas
 PHASE 23, 4 Strata Lots and 4 LCP areas
 PHASE 24, 4 Strata Lots and 4 LCP areas
 PHASE 25, 4 Strata Lots and 4 LCP areas
 PHASE 26, 4 Strata Lots and 4 LCP areas
 PHASE 27, 4 Strata Lots and 4 LCP areas
 PHASE 28, 4 Strata Lots and 4 LCP areas
 PHASE 29, 4 Strata Lots and 4 LCP areas
 PHASE 30, 4 Strata Lots and 4 LCP areas
 PHASE 31, 4 Strata Lots and 4 LCP areas
 PHASE 32, 4 Strata Lots and 4 LCP areas

LEGEND

- denotes phase boundary
- denotes Strata Lot
- denotes Common Property
- (C) denotes Common Property
- (P) denotes Parking
- denotes Phase 1
- denotes Phase 2
- denotes Phase 3
- denotes Phase 4
- denotes Phase 5

GLOBAL RAYMAC LAND SURVEYING LTD.
 10226 7th Avenue, Invermere, BC V0A 1K0
 Ph: 250.409.5157 www.globalraymac.ca

Job No.: 2300025
 CAD FILE: 2300025_SIT_PLAN.DWG
 Date: September 14th, 2023
 Drawn: KDW
 Checked: SDIAG



Related Document Number: **CB936755**
 Fee Collected for Document: **\$0.00**

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

1. A legible copy of the sketch plan to append the Form P CB936755 is attached to this declaration.
2. The original Form P has been amended to include a legible copy of the sketch plan, and all parties have consented to this amendment.

<p>Electronic Signature</p> <p>Your electronic signature is a representation that</p> <ul style="list-style-type: none"> (a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, 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 <i>Land Title Act</i>, 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. 	<p>Katelynn Marie O'Neill EQ3CQF</p> <p>Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-10-23 10:37:21 -07:00</p>
--	---

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

SKETCH PLAN TO ACCOMPANY FORM P OF THE STRATA PROPERTY ACT FOR A PHASED STRATA DEVELOPMENT OF LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120433

BCGS : 82K.050



The intended plot size of this plan is 560 mm in width by 432 mm in height (C size) when plotted at a scale of 1:300.

NOTE:
All areas and building dimensions are from drawings supplied to Global Raymac Surveys on July 6th, 2022. Site Plan drawing: 2022 07 05 - Site.dwg



This plan lies within the Regional District of East Kootenay

NOTES:

- PHASE 1: 4 Strata Lots and 4 LCP areas
- PHASE 2: 4 Strata Lots and 4 LCP areas
- PHASE 3: 4 Strata Lots and 4 LCP areas
- PHASE 4: 4 Strata Lots and 4 LCP areas
- PHASE 5: 4 Strata Lots and 4 LCP areas
- PHASE 6: 4 Strata Lots and 4 LCP areas
- PHASE 7: 4 Strata Lots and 4 LCP areas
- PHASE 8: 4 Strata Lots and 4 LCP areas

PROJECT NAME:
Pinetree Meadows
CIVIC ADDRESS:
2121 15th Avenue
Invermere, BC

LEGEND

- denotes phase boundary
- SL denotes Strata Lot
- LCP denotes Limited Common Property
- (C) denotes Common Property
- (p) denotes Parking

GLOBAL RAYMAC LAND SURVEYING LTD.

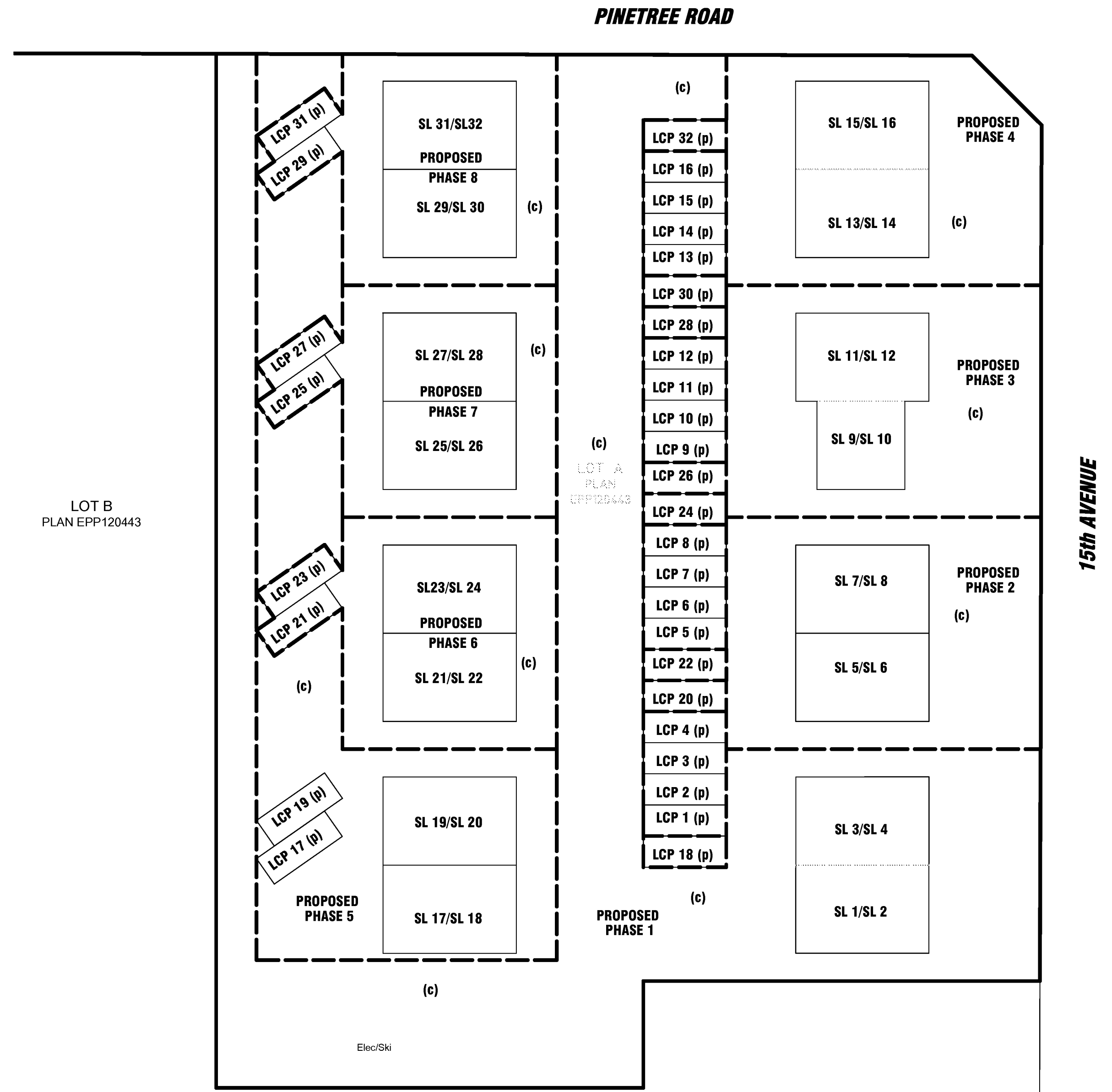
1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH.DWG

Date: October 23rd, 2023

Surveyed : - Drawn: NDW Checked: EG/AB





Related Document Number: **CB936755**
 Fee Collected for Document: **\$15.52**

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

1. A legible copy of the sketch plan to append the Form P CB936755 is attached to this declaration.
2. The original Form P has been amended to include a legible copy of the sketch plan, and all parties have consented to this amendment.

<p>Electronic Signature</p> <p>Your electronic signature is a representation that</p> <ul style="list-style-type: none"> (a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, 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 <i>Land Title Act</i>, 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. 	<p>Katelynn Marie O'Neill EQ3CQF</p> <p>Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-10-24 09:42:11 -07:00</p>
--	---

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

SKETCH PLAN TO ACCOMPANY FORM P OF THE STRATA PROPERTY ACT FOR A PHASED STRATA DEVELOPMENT OF LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120433

BCGS : 82K.050



The intended plot size of this plan is 560 mm in width by 432 mm in height (C size) when plotted at a scale of 1:300.

NOTE:
All areas and building dimensions are from drawings supplied to Global Raymac Surveys on July 6th, 2022. Site Plan drawing: 2022 07 05 - Site.dwg



This plan lies within the Regional District of East Kootenay

NOTES:
PHASE 1: 4 Strata Lots and 4 LCP areas
PHASE 2: 4 Strata Lots and 4 LCP areas
PHASE 3: 4 Strata Lots and 4 LCP areas
PHASE 4: 4 Strata Lots and 4 LCP areas
PHASE 5: 4 Strata Lots and 4 LCP areas
PHASE 6: 4 Strata Lots and 4 LCP areas
PHASE 7: 4 Strata Lots and 4 LCP areas
PHASE 8: 4 Strata Lots and 4 LCP areas

PROJECT NAME:
Pinetree Meadows
CIVIC ADDRESS:
2121 15th Avenue
Invermere, BC

LEGEND
--- denotes phase boundary
SL denotes Strata Lot
LCP denotes Limited Common Property
(C) denotes Common Property
(p) denotes Parking

GLOBAL RAYMAC LAND SURVEYING LTD.

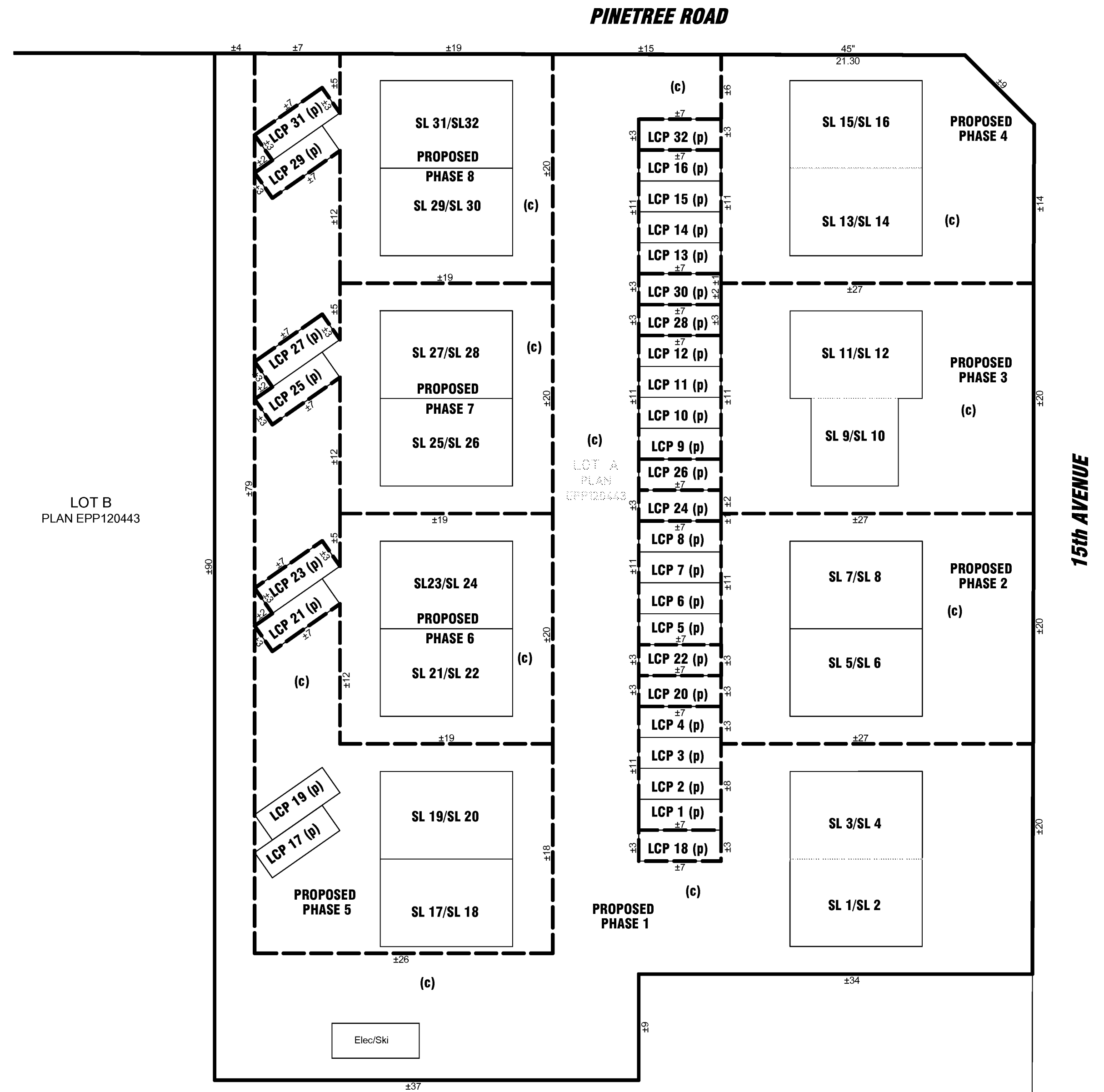
1022B 7th Avenue, Invermere, BC V0A 1K0
Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025

CAD FILE: 22IX0025_ST1_PH.DWG

Date: October 23rd, 2023

Surveyed : - Drawn: NDW Checked: EG/AB



PINETREE ROAD

15th AVENUE

LOT B
PLAN EPP120443

LOT A
PLAN
EPP120433

LOT B
PLAN EPP120443

Exhibit E3

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

C. Scott

Signature of Owner Developer

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

Strata Property Regulation

Form V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

[am. B.C. Reg. 203/2003, s. 5.]

Re: Preliminary Strata Plan EPS8541, being Phase 1 of a Phased Strata Plan of

PID:032-005-121

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

The unit entitlement for each residential strata lot is one of the following *[check appropriate box]*, as set out in the following table:

- (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)

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**

Exhibit F1

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-Y Owners Developers' Notice of Different Bylaws

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: 2023-10-06
15:50:52 -07:00**

Strata Property Act

Form Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

(Section 245 (d), Regulation section 14.6 (2))

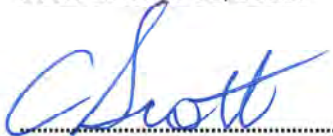
Re: Strata Plan EPS8541, being a strata plan of

*PID: 032-005-121 Lot A District Lot 1092 Kootenay District Strata Plan
EPP120443*

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, as permitted by section 120 of the Act:

See attached.

Date: October 06, 2023.



Signature of Owner Developer

SCHEDULE OF BYLAWS
The Owners, Strata Plan EPS8541

Definitions

"Storm Drainage Covenant" means the Section 219 Covenant registered against the common property and the strata lots in favour of the District of Invermere under registration number CB924745.

Division 1 – Duties of Owners, Tenants, Occupants, and Visitors

Payment of strata fees

- 1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

Repair and maintenance of property by owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

- 3 (1) An owner, tenant, occupant, or visitor must not use a strata lot, the common property or 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.

(2) An owner, tenant, occupant, or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets, or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner, tenant, occupant, or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of 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.

Inform strata corporation

4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

(a) the structure of a building;

(b) the exterior of a building;

(c) chimneys, stairs, balconies or other things attached to the exterior of a building;

(d) doors, windows or skylights on the exterior of a building, or that front on the common property;

(e) fences, railings or similar structures that enclose a patio, balcony or yard;

(f) common property located within the boundaries of a strata lot;

(g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) This section does not apply to a strata lot in a bare land strata plan.

Obtain approval before altering common property

6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to strata lot

7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 — Council

Council size

- 9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

- 10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

Removing council member

- 11 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

- 12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 13** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
- (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
- (a) all council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Quorum of council

15 (1) A quorum of the council is:

- (a) 1, if the council consists of one member;
- (b) 2, if the council consists of 2, 3 or 4 members;
- (c) 3, if the council consists of 5 or 6 members; and
- (d) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

16 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

17 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

18 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

19 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that:

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must:

(a) set a maximum amount that may be spent; and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case:

(a) whether a person has contravened a bylaw or rule;

(b) whether a person should be fined, and the amount of the fine; or

(c) whether a person should be denied access to a recreational facility.

Spending restrictions

20 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

21 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

22 The strata corporation may fine an owner or tenant a maximum of:

(a) \$50 for each contravention of a bylaw; and

(b) \$10 for each contravention of a rule.

Continuing contravention

23 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 — Annual and Special General Meetings

Person to chair meeting

24 (1) Annual and special general meetings must be chaired by the president of the council.

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 25 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 26 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

- 27 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 28** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent; and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.

(2) A dispute resolution committee consists of:

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
- (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Marketing Activities by Owner Developer

Display lot

- 29** (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Construction

- 30** During the time that the owner-developer of the strata corporation is involved in construction activities for the completion of the development, the owner-developer shall have the right to:
- (a) place construction vehicles, trailers, and equipment on the common property during the construction of the development;
 - (b) limit access to areas under construction or adjacent to areas under construction for reasons of safety, security, and to enable the owner-developer to comply with Workers Compensation Board requirements; and
 - (c) dig up, construct, operate, inspect, pave, and maintain the roads and walkways on the common property.

Division 8 – Severability

- 31** If any portion of these bylaws are found to be illegal or unenforceable by any court of competent jurisdiction, then for the purposes of the interpretation and enforcement of the bylaws, each such paragraph, subparagraph, or clause thereof

shall be considered to be separate and severable from the bylaws, and the remaining bylaws contained herein shall remain in full force and effect.

Division 8 – Storm Drainage Covenant

- 32** (1) The strata corporation and each owner shall be bound by the terms of the Storm Drainage Covenant.
- (2) The strata corporation will not pass any bylaw or enact any rules or regulations that are inconsistent with the Storm Drainage Covenant.
- (3) The strata corporation is responsible for carrying out all inspections, maintenance, repairs, renewals, and replacement of the storm drainage system.
- (4) Any approval or decision required to be made by the owners and the strata corporation under the Storm Drainage Covenant shall be made by any ordinary resolution of the strata corporation.

Exhibit G3

Schedule A to Exhibit G3

Strata Lot	Unit Entitlement	Annual Strata Fee	Monthly Strata Fee
Strata Lot 1	2.50%	\$1,688.34	\$140.70
Strata Lot 2	2.50%	\$1,688.34	\$140.70
Strata Lot 3	2.50%	\$1,688.34	\$140.70
Strata Lot 4	2.50%	\$1,688.34	\$140.70
Strata Lot 5	4.00%	\$2,701.35	\$225.11
Strata Lot 6	2.50%	\$1,688.34	\$140.70
Strata Lot 7	5.00%	\$3,376.69	\$281.40
Strata Lot 8	2.50%	\$1,688.34	\$140.70
Strata Lot 9	.60%	\$1,080.54	\$90.01
Strata Lot 10	.60%	\$1,080.52	\$90.01
Strata Lot 11	5.00%	\$3,376.69	\$281.40
Strata Lot 12	2.50%	\$1,688.34	\$140.70
Strata Lot 13	4.00%	\$2,701.35	\$225.11
Strata Lot 14	1.60%	\$1,755.88	\$146. 2
Strata Lot 15	5.00%	\$3,376.69	\$281.40
Strata Lot 16	2.50%	\$1,688.34	\$140.70
Strata Lot 17	5.00%	\$3,376.69	\$281.40
Strata Lot 18	2.50%	\$1,688.34	\$140.70
Strata Lot 19	4.00%	\$2,701.35	\$225.11
Strata Lot 20	2.50%	\$1,688.34	\$140.70
Strata Lot 21	5.00%	\$3,376.69	\$281.40
Strata Lot 22	2.50%	\$1,688.34	\$140.70
Strata Lot 23	4.00%	\$2,701.35	\$225.11
Strata Lot 24	2.50%	\$1,688.34	\$140.70
Strata Lot 25	2.50%	\$1,688.34	\$140.70
Strata Lot 26	2.50%	\$1,688.34	\$140.70
Strata Lot 27	2.50%	\$1,688.34	\$140.70
Strata Lot 28	2.50%	\$1,688.34	\$140.70
Strata Lot 29	5.00%	\$3,376.69	\$281.40
Strata Lot 30	2.50%	\$1,688.34	\$140.70
Strata Lot 31	4.00%	\$2,701.35	\$225.11
Strata Lot 32	2.50%	\$1,688.34	\$140.70
		\$68,074.02	

Exhibit J3

**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:

_____, of
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 within the development known as Pinetree Valley Development - Pinetree Meadows located at the civic address of ____ 2128 15th Ave, Invermere, British Columbia (the “Development”), and 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:

\$ _____	for the Strata Lot
\$ _____	Goods and Services Tax - Strata Lot
\$ _____	Goods and Services Tax – Appliances
\$ _____	Provincial Sales Tax – Appliances
\$ _____	Total Purchase Price (the “Purchase Price”)

Deposit:

2. The Purchaser shall pay a deposit of \$1,000.00 (the “Initial Deposit”) on submission of this Agreement to the Vendor, which shall be fully refundable if this Agreement is not executed by the Vendor and delivered to the Purchaser on or before the acceptance date set out therein.
3. Purchaser shall pay a further deposit in the amount of 10% of the Purchase Price less the initial \$1,000.00 deposit, namely \$_____ (the “Second Deposit”), upon the Purchaser removing, waiving, or declaring fulfilled, any conditions-precedent that is for the

sole benefit of the Purchaser, contained in this Agreement. If this Agreement does not contain any conditions-precedent that are for the sole benefit of the Purchaser, then the Purchaser shall pay the Second Deposit to the Vendor upon the Vendor's execution of this Agreement.

4. 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.
5. The Deposit shall be applied against the Purchase Price.
6. No interest on the Deposit shall be paid or payable to the Purchaser.
7. In the event the Purchaser fails to pay the Deposit as required by this Agreement, the Vendor may, at the Vendor's option, terminate this Agreement.
8. 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.
9. 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:

10. 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.
11. 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:

12. This offer will be open for acceptance up to 5:00 o'clock p.m. on _____, 202__ (the "Acceptance Date") unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance.

13. 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 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.
- 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 on the day following the Completion Date at 12:00 p.m. Mountain Time.

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 except for any mortgage; 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 Purchaser shall assume and pay where applicable all real property taxes, federal Goods and Services Tax ("GST") on the value of the Strata Lot, and Property Transfer Tax, rates, local improvement assessments and other charges levied against the Strata Lot, strata fees, if any, and all adjustments both incoming and outgoing of whatsoever nature made as of the Completion Date.
 - b. The Purchaser shall pay to the Vendor on the Completion Date the amount of the GST due on the value of the Strata Lot and the Vendor shall be responsible for remitting the appropriate amount of tax.
 - c. The Strata Lot will include the Appliances. The Purchaser agrees that GST and PST is payable by the Purchaser on the Appliances. 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 B3** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser.
9. Variation in Square Footage: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by 5% without compensation to the Purchaser. If the Strata Lot varies by more than 5% to the disadvantage of the Purchaser, the Vendor agrees to reduce the price of the Strata Lot by a percentage which is equal to the percentage by which the area of the Strata Lot as shown on the registered strata plan exceeds 5% less than as shown in **Exhibit B3** 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 B3** 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 written 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. Building Permit: Building permits for the Strata Lot have been obtained. Copies of the building permit are available in the Disclosure Statement.
30. Satisfactory Financing: The Vendor has received a satisfactory financing commitment. Information on the satisfactory financing commitment is available in the Disclosure Statement.
31. 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.
32. Legal Advice: The parties acknowledge that Columbia Valley Law Corporation prepared this contract and represents the Vendor only. The Purchaser is recommended to obtain independent legal advice on this contract.
33. 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.
34. 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 and all amendments to it that have been filed (the “Disclosure Statement”) by electronic means.
2. The Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement, the Disclosure Statement dated June 30, 2022, the First Amendment to Disclosure Statement dated July 09, 2022, the Second Amendment to Disclosure Statement dated June 30, 2023, and the Third Amendment to Disclosure Statement dated October 25, 2023.
3. The execution of this Acknowledgment of Disclosure Statement Receipt shall constitute a receipt by the Purchaser in respect of the 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:

_____, of
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 within the development known as Pinetree Valley Development - Pinetree Meadows located at the civic address of ____ 2128 15th Ave, Invermere, British Columbia (the “Development”), 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:

\$ _____	for the Strata Lot
\$ _____	Goods and Services Tax - Strata Lot
\$ _____	Goods and Services Tax – Appliances
\$ _____	Provincial Sales Tax – Appliances
\$ _____	Total Purchase Price (the “Purchase Price”)

Deposit:

2. The Purchaser shall pay a deposit of \$1,000.00 (the “Initial Deposit”) on submission of this Agreement to the Vendor, which shall be fully refundable if this Agreement is not executed by the Vendor and delivered to the Purchaser on or before the acceptance date set out therein.

3. Purchaser shall pay a further deposit in the amount of 10% of the Purchase Price less the initial \$1,000.00 deposit, namely \$_____ (the “Second Deposit”), upon the Purchaser removing, waiving, or declaring fulfilled, any conditions-precedent that is for the

sole benefit of the Purchaser, contained in this Agreement. If this Agreement does not contain any conditions-precedent that are for the sole benefit of the Purchaser, then the Purchaser shall pay the Second Deposit to the Vendor upon the Vendor's execution of this Agreement.

4. 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.
5. The Deposit shall be applied against the Purchase Price.
6. No interest on the Deposit shall be paid or payable to the Purchaser.
7. In the event the Purchaser fails to pay the Deposit as required by this Agreement, the Vendor may, at the Vendor's option, terminate this Agreement.
8. 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.
9. 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:

10. 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.
11. 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:

12. This offer will be open for acceptance up to 5:00 o'clock p.m. on _____, 202__ (the "Acceptance Date") unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance.

13. 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 on the day following the Completion Date at 12:00 p.m. Mountain Time.
 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 except for any mortgage; 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 Purchaser shall assume and pay where applicable all real property taxes, federal Goods and Services Tax ("GST") on the value of the Strata Lot, and Property Transfer Tax, rates, local improvement assessments and other charges levied against the Strata Lot, strata fees, if any, and all adjustments both incoming and outgoing of whatsoever nature made as of the Completion Date.
 - b. The Purchaser shall pay to the Vendor on the Completion Date the amount of the GST due on the value of the Strata Lot and the Vendor shall be responsible for remitting the appropriate amount of tax.
 - c. The Strata Lot will include the Appliances. The Purchaser agrees that GST and PST is payable by the Purchaser on the Appliances. 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 strata plan attached as **Exhibit B3** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser.
- 9. 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.

10. 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.

11. 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.

12. 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.
13. 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 B3** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
14. 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.
15. Risk: The Strata Lot will be at the risk of the Vendor until the Completion Date and thereafter at the risk of the Purchaser.
16. 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 written 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.

24. 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 24(a)(iii) and 25(a)(iv) at any time by contacting the Vendor at the address set out above.

25. 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.

26. 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.
27. Building Permit: Building permits for the Strata Lot have been obtained. Copies of the building permit are available in the Disclosure Statement.
28. Satisfactory Financing: The Vendor has received a satisfactory financing commitment. Information on the satisfactory financing commitment is available in the Disclosure Statement.
29. 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.
30. Legal Advice: The parties acknowledge that Columbia Valley Law Corporation prepared this contract and represents the Vendor only. The Purchaser is recommended to obtain independent legal advice on this contract.
31. 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.
32. 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 and all amendments to it that have been filed (the “Disclosure Statement”) by electronic means.
2. The Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement, the Disclosure Statement dated June 30, 2022, the First Amendment to Disclosure Statement dated July 09, 2022, the Second Amendment to Disclosure Statement dated June 30, 2023, and the Third Amendment to Disclosure Statement dated October 25, 2023.
3. The execution of this Acknowledgment of Disclosure Statement Receipt shall constitute a receipt by the Purchaser in respect of the 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:

Exhibit K1



1. Application

Document Fees: \$78.17

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

F: 13006

2. Description of Land

PID/Plan Number	Legal Description
032-005-130	LOT B DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

3. Nature of Interest

Type	Number	Additional Information
EASEMENT		Dominant Tenement: PID: 032-005-121; LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1345408 B.C. LTD., NO.1345408

6. Transferee(s)

1345408 B.C. LTD. PO BOX 639 1309 – 7TH AVE. INVERMERE BC V0A1K0	1345408
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7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature <hr/> Katelynn O'Neill Barrister & Solicitor Columbia Valley Law Corporation PO Box 639, 1309 -7th Ave. Invermere BC V0A1K0	Execution Date <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2023-09-22 </div>	Transferor / Transferee / Party Signature(s) 1345408 B.C. LTD. By their Authorized Signatory <hr/> Christine Scott
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Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature <hr/> Katelynn O'Neill Barrister & Solicitor Columbia Valley Law Corporation PO Box 639, 1309 -7th Ave. Invermere BC V0A1K0	Execution Date <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2023-09-22 </div>	Transferor / Transferee / Party Signature(s) 1345408 B.C. LTD. By their Authorized Signatory <hr/> Christine Scott
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Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

<p>Electronic Signature</p> <p>Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.</p>	<div style="border: 1px solid black; padding: 5px;"> <p>Katelynn Marie O'Neill EQ3CQF</p> <p>Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-09-29 16:25:26 -07:00</p> </div>
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TERMS OF INSTRUMENT – PART 2
EXPRESS TERMS
ACCESS AGREEMENT

THIS AGREEMENT is made the ___ day for September 2023.

BETWEEN:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia,
having its registered office at PO Box 639, 1309 – 7th Ave., Invermere, BC, V0A 1K0

(the "**Servient Tenement Owner**")

AND:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia,
having its registered office at PO Box 639, 1309 – 7th Ave., Invermere, BC, V0A 1K0

(the "**Dominant Tenement Owner**")

WHEREAS:

- A. The Servient Tenement Owner is the registered owner of certain lands and premises situate in the District of Invermere, in the Province of British Columbia, and more particularly described as:

PID: 032-005-130

Legal: LOT B DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the "**Servient Tenement**")

- B. The Dominant Tenement Owner is the registered owner of certain lands and premises situate in the District of Invermere, in the Province of British Columbia, and more particularly described as:

PID: 032-005-121

Legal: LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the "**Dominant Tenement**")

- C. The Servient Tenement contains and will contain an access road and walkways (the "**Roads**").
- D. The Servient Tenement Owner has agreed with the Dominant Tenement Owner to grant the Dominant Tenement Owner a non-exclusive easement over the Servient Tenement (the "**Easement Area**").
- E. The parties have agreed to enter into this Agreement in respect of the access rights hereby granted over the Servient Tenement in favour of the Dominant Tenement.

NOW THEREFORE in consideration of the amount of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantors (the receipt and sufficiency of which is hereby acknowledged by each party) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), and in consideration of the mutual covenants and agreements herein expressed, the parties agree as follows:

Grant of Easement

1. The Servient Tenement Owner, as grantor and owner of the Servient Tenement, hereby grants to the Dominant Tenement Owner as grantee and owner of the Dominant Tenement, and their successors, assigns, servants, agents, invitees, permittees, customers, and contractors in perpetuity, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times hereafter, (in common with the Servient Tenement Owner and all other persons permitted by the Servient Tenement Owner from time to time), to enter upon, go across, pass over and repass over, within, upon and along the Servient Tenement, by foot, bicycle, and vehicle (including construction vehicles), for the purpose of accessing the Dominant Tenement through the Servient Tenement provided however that the rights of passage shall be respectively restricted to the Roads on the Servient Tenement.

Covenants of the Dominant Tenement Owner

2. The Dominant Tenement Owner covenants and agrees with the Servient Tenement Owner that:
 - a. the Dominant Tenement Owner will at all times indemnify and keep indemnified the Servient Tenement Owner and those for whom it is in law responsible including its invitees and licensees from and against any and all liabilities, actions, proceedings, expenses, costs, claims and demands whatsoever that may lawfully be brought against the Servient Tenement Owner by reason of anything done or omitted to be done by the Dominant Tenement Owner and those for it is in law responsible, in the exercise or purported exercise of the rights hereby granted to the Dominant Tenement Owner in respect of the Easement Area except to the extent such damage, personal injury or death shall result from any negligence or willful misconduct on the part of the Servient Tenement Owner or those for whom the Servient Tenement Owner is in law responsible;
 - b. the Dominant Tenement Owner will not use the Easement Area in any manner which will hinder or prevent the proper and reasonable use and enjoyment of the Easement Area by the Servient Tenement Owner; and
 - c. the Dominant Tenement Owner will cause no unnecessary damage or disturbance to the Dominant Tenement Owner, the Easement Area, or any improvements thereon.

Maintenance and Repair

3. The Servient Tenement Owner shall be solely responsible to insure, operate, maintain, repair, and snowplow the Roads. All maintenance and repairs shall be carried out in a good and workmanlike manner and shall be completed as quickly as possible.
4. The Dominant Tenement Owner may, at its own expense, conduct any reasonable and necessary repairs and maintenance of the Roads, including but not limited to, snowplowing. Any maintenance and repairs conducted by the Dominant Tenement Owner shall be carried out in a good and workmanlike manner and shall be completed as quickly as possible and with as little interference to the Dominant Tenement Owner as possible.

Dispute Resolution

5. In the event of any dispute or disagreement arising between the parties concerning any matter covered by this Agreement or the interpretation of this Agreement, then the parties agree to submit the matter to a single arbitrator acting pursuant to the *Arbitration Act* of British Columbia as amended from time to time, or any successor legislation thereto, and the determination of the arbitrator, both as to the matter in dispute, and as to costs, shall be final and binding upon the parties and no appeal or review shall lie from the arbitrator's decision. The place of arbitration shall be Invermere, British Columbia. The arbitrator shall be chosen by agreement between the parties, and failing agreement, the arbitrator shall be chosen by the Registrar of the Supreme Court at Cranbrook, British Columbia, or failing that, a judge of the Court, on the submission of the parties. The arbitrator shall make their determination within 30 days of the matter being heard, and shall accept such written or oral submissions from the parties as the arbitrator shall determine, in their discretion. All matters of procedure shall be determined by the arbitrator.

Miscellaneous

6. The rights, liberties, and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land, and this Agreement, including all the covenants and conditions herein contained, and if the Easement Area is subdivided then the easement herein granted will continue to run with and bind each subdivided parcel thereof of which the Easement Area form a part and will be forthwith released and discharged from each other subdivided parcel.
7. The covenants of the Servient Tenement Owner contained herein will be personal and binding upon the Servient Tenement Owner (jointly and severally if the Servient Tenement Owner consists of more than one person) only in respect of events occurring during the Servient Tenement Owner's ownership of any interest in the Easement Area but the Easement Area will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the Servient Tenement Owner in the Easement Area the Servient Tenement Owner will be freed and discharged from the observance and performance from that time onwards of the covenants on their part in respect of the Easement Area and on their part to be observed and performed.
8. Whenever the singular or masculine is used, it shall be construed as if the plural or feminine or neutral, as the case may be, had been used where the context or the parties hereto so require.
9. Waiver of any default by any party will not be deemed to be a waiver of any subsequent default by that party.
10. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
11. This Agreement will enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.

12. This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
13. The parties shall execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
14. Nothing in this Agreement will be interpreted so as to restrict or prevent the Servient Tenement Owner from using the Easement Area in any manner which does not unreasonably interfere with the exercise by the Dominant Tenement Owner of the easement hereby granted.
15. Whenever it is required or desired that either party serve a notice on the other, service shall be deemed to be satisfactory and have occurred:
 - a. on the date of service, if that party has been served personally; or
 - b. on the date received or on the 7th day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the address for that party set out on page 3 of this Agreement or to whatever address the parties from time to time in writing agree to.

If any portion of the Servient Tenement is or becomes stratified by a strata plan, then any notice in respect of such stratified lands will be sufficiently given if given to the strata corporation and it will not be necessary to give notice to all of the strata lots within the strata plan.

16. If any sections or any parts of this Agreement are found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as through the illegal or unenforceable parts or sections had never been included in this Agreement.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C attached to and forming part of this Agreement.

DECLARATION(S) ATTACHED



Strata Property Act Filing

KAMLOOPS LAND TITLE OFFICE
OCT 06 2023 15:53:33.003
CB936755

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-P Phased Strata Plan Declaration

3. Description of Land

PID/Plan Number

Legal Description

032-005-121

LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

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
17:00:10 -07:00

Strata Property Act

FORM P

PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

I, 1345408 B.C. LTD., Inc. No. 1345408 declare

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

*PID: 032-005-121 LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT
PLAN EPP120443*

- 2 That the plan of development is as follows:

- (a) *The development will consist of 8 phases – phases will be developed in the following order; Phase 1, Phase 2, Phase 4, Phase 3, Phase 5, Phase 6, Phase 7, and Phase 8.*
- (b) *Attached hereto as Schedule "A" is a sketch plan showing*
 - (i) *all the land to be included in the phased strata plan,*
 - (ii) *the present parcel boundaries,*
 - (iii) *the approximate boundaries of each phase, and*
 - (iv) *the approximate location of the common facilities;*
- (c) *a schedule setting out the estimated date for the beginning of construction and completion of construction of each phase;*

<i>PHASE</i>	<i>COMMENCEMENT*</i>	<i>COMPLETION</i>
<i>1</i>	<i>September 1st 2023</i>	<i>December 31st 2023</i>
<i>2</i>	<i>September 1st 2023</i>	<i>August 31st 2024</i>
<i>3</i>	<i>May 31st 2024</i>	<i>May 31st 2025</i>
<i>4</i>	<i>November 30th 2023</i>	<i>December 31st 2024</i>
<i>5</i>	<i>November 30th 2024</i>	<i>November 30th 2025</i>
<i>6</i>	<i>November 30th 2024</i>	<i>November 30th 2025</i>
<i>7</i>	<i>May 31st 2025</i>	<i>May 31st 2026</i>
<i>8</i>	<i>May 31st 2025</i>	<i>May 31st 2026</i>

**the developer may commence any phase of the development earlier than indicated.*

(d) a statement of the unit entitlement of each phase and the total unit entitlement of the completed development;

<i>Phase</i>	<i>Unit Entitlement</i>
1	340
2	480
3	368
4	480
5	480
6	480
7	342
8	480
Total Unit Entitlement:	3450

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

Phase	Number of Strata Lots	Description of Structure
1	4	4 Plex
2	4	4 Plex
3	4	4 Plex
4	4	4 Plex
5	4	4 Plex
6	4	4 Plex
7	4	4 Plex
8	4	4 Plex

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

Phase Number	Date
Phase 1	Elected to Proceed
Phase 2	Elected to Proceed
Phase 3	May 1 st 2024
Phase 4	Elected to Proceed
Phase 5	November 1 st 2024
Phase 6	November 1 st 2024
Phase 7	May 1 st 2025
Phase 8	May 1 st 2025

Signed,
1345408 B.C. LTD., INC. NO 1345408

Christine Scott
Signature of Applicant

Print Name: Christine Scott

Date of approval: September 20 2023

Signature of Approving Officer: Rory Romadnik
DISTRICT OF INVERMERE: RORY ROMADNIK
Romadnik

Name of Municipality: DISTRICT OF INVERMERE

Section 222(2) of the Act provides that approval expires after one year unless the first phase is deposited before that time.



Related Document Number: **CB936755**
 Fee Collected for Document: **\$0.00**

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

1. A legible copy of the sketch plan to append the Form P CB936755 is attached to this declaration.
2. The original Form P has been amended to include a legible copy of the sketch plan, and all parties have consented to this amendment.

<p>Electronic Signature</p> <p>Your electronic signature is a representation that</p> <ul style="list-style-type: none"> (a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, 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 <i>Land Title Act</i>, 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. 	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Katelynn Marie O'Neill EQ3CQF</p> <p>Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-10-23 10:37:21 -07:00</p> </div>
--	--

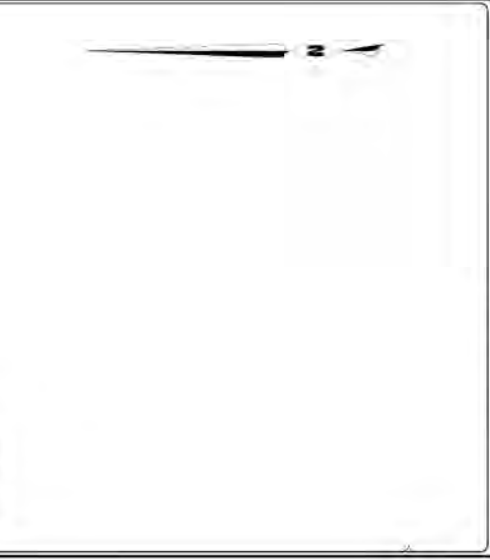
Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

SKETCH PLAN TO ACCOMPANY FORM P OF THE STRATA PROPERTY ACT FOR A PHASED STRATA DEVELOPMENT OF LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120433

BCGS: 82K.050



NOTE: Area, Lot Line, dimensions and form of strata, as shown, is based on Global Eyemac Surveying Inc. July 19th, 2022. See Plan Illustration 2022 07 05 - SW/Highway



NOTES:

- PHASE 1: 4 Strata Lots and 4 LCP areas
- PHASE 2: 4 Strata Lots and 4 LCP areas
- PHASE 3: 4 Strata Lots and 4 LCP areas
- PHASE 4: 4 Strata Lots and 4 LCP areas
- PHASE 5: 4 Strata Lots and 4 LCP areas
- PHASE 6: 4 Strata Lots and 4 LCP areas
- PHASE 7: 4 Strata Lots and 4 LCP areas
- PHASE 8: 4 Strata Lots and 4 LCP areas

PROJECT NAME: PineTree Meadows
CLIENT ADDRESS: 2121 15th Avenue, Invermere, BC

LEGEND

- Strata boundary
- Strata Strata Lot
- LCP - Strata Limited Common Property
- (C) - Strata Common Property
- (P) - Strata Parking

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

Job No: 22063025
 CAD FILE: 22063025-ST1-PH.DWG
 Date: October 20th, 2022
 Surveyor: [Signature]



Related Document Number: **CB936755**
 Fee Collected for Document: **\$15.52**

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

1. A legible copy of the sketch plan to append the Form P CB936755 is attached to this declaration.
2. The original Form P has been amended to include a legible copy of the sketch plan, and all parties have consented to this amendment.

<p>Electronic Signature</p> <p>Your electronic signature is a representation that</p> <ul style="list-style-type: none"> (a) You are a subscriber under section 168.6 of the <i>Land Title Act</i>, 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 <i>Land Title Act</i>, 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. 	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>Katelynn Marie O'Neill EQ3CQF</p> <p>Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-10-24 09:42:11 -07:00</p> </div>
--	--

Note: A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

SKETCH PLAN TO ACCOMPANY FORM P OF THE STRATA PROPERTY ACT FOR A PHASED STRATA DEVELOPMENT OF LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120433

BCGS: 82K.050



This graphic scale bar represents a distance of 550 mm in width by 432 mm in height (1:1250) when plotted at a scale of 1:2500.

NOTE: All lot lines, dimensions and form & volume, including all Global Boundary Survey Plan, July 19th, 2022, Site Plan (Planning) 2022 07 05 - S/W/100



The plan lies within the Response District of East Kootenay

NOTES:

- PHASE 1: 4 Strata Lots and 4 LCP areas
- PHASE 2: 4 Strata Lots and 4 LCP areas
- PHASE 3: 4 Strata Lots and 4 LCP areas
- PHASE 4: 4 Strata Lots and 4 LCP areas
- PHASE 5: 4 Strata Lots and 4 LCP areas
- PHASE 6: 4 Strata Lots and 4 LCP areas
- PHASE 7: 4 Strata Lots and 4 LCP areas
- PHASE 8: 4 Strata Lots and 4 LCP areas

PROJECT NAME:
PineTree Meadows
CLIENT ADDRESS:
2121 15th Avenue
Invermere, BC

LEGEND

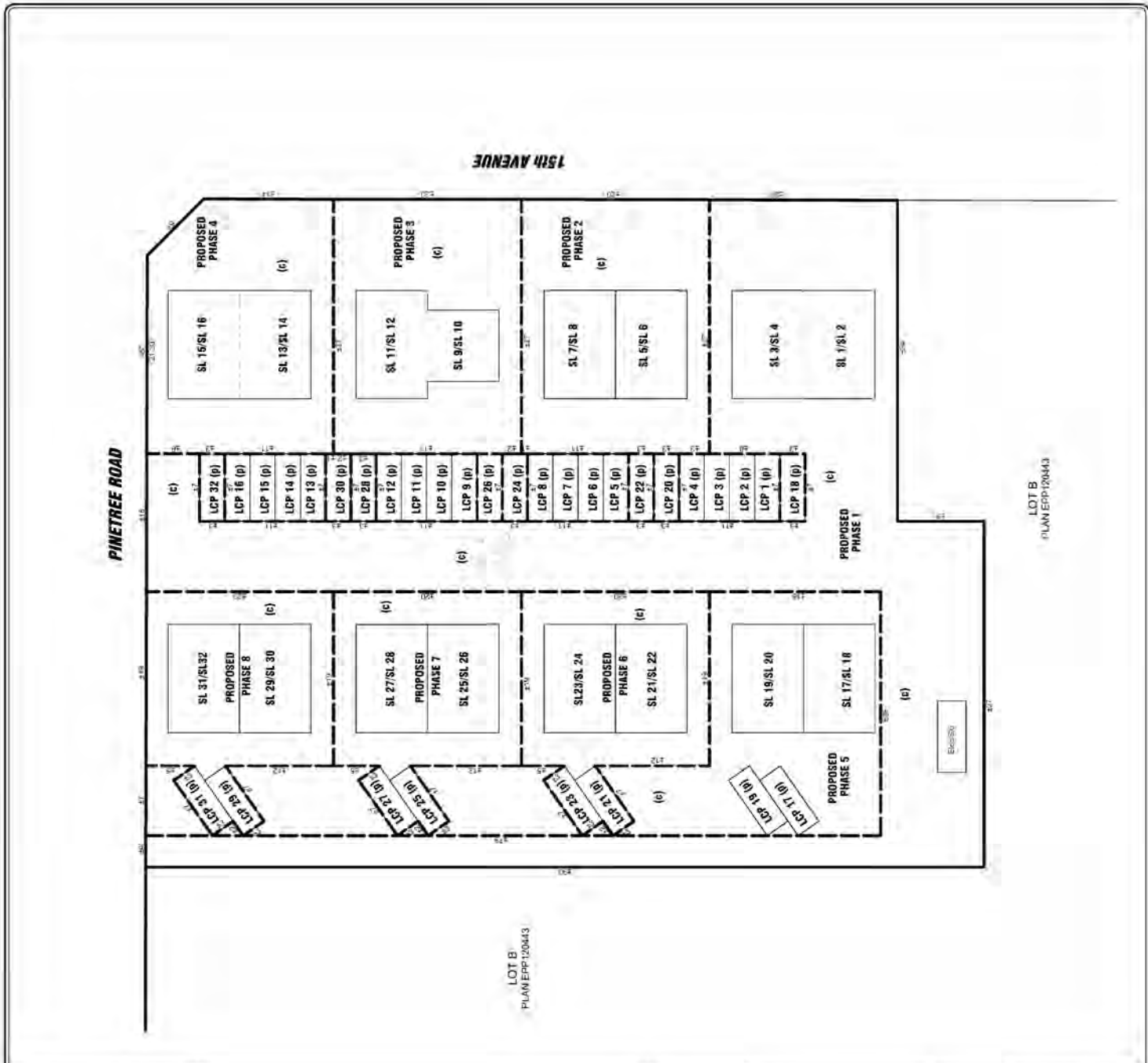
- SL - strata boundary
- SL - strata Strata Lot
- LCP - strata Limited Common Property
- (C) - strata Common Property
- (P) - strata Parking

GLOBAL RAYMAC LAND SURVEYING LTD.

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

Job No: 2206205
CAD FILE: 2206205-ST1-PH.DWG
Date: October 20th 2022
Surveyor:

Drawn: H/W/J
Checked: E/W/S/B





1. Application

Document Fees: \$78.17

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

F:13006

2. Description of Land

PID/Plan Number	Legal Description
032-005-121	LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

3. Nature of Interest

Type	Number	Additional Information
EASEMENT		Servient Tenement: Proposed Common Property EPS8541 Dominant Tenement: Proposed Remainder Lot A District Lot 1092 Kootenay District Plan EPP120443 except part included in Plan EPS8541

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1345408 B.C. LTD, NO.1345408

6. Transferee(s)

1345408 B.C. LTD PO BOX 639 1309 – 7TH AVE. INVERMERE BC V0A 1K0	1345408
--	---------

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

Katelynn O'Neill
Barrister & Solicitor
 PO Box 639
 1309 – 7th Ave.
 Invermere BC V0A 1K0

YYYY-MM-DD

2023-10-23

1345408 B.C. LTD
 By their Authorized Signatory

Christine Scott

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(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 EQ3CQF**

**Digitally signed by
 Katelynn Marie O'Neill
 EQ3CQF
 Date: 2023-10-23
 10:12:25 -07:00**

TERMS OF INSTRUMENT – PART 2
EXPRESS TERMS
ACCESS AGREEMENT

THIS AGREEMENT is made the 23rd day for October 2023.

BETWEEN:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia, having its registered office at PO Box 639, 1309 – 7th Ave., Invermere, BC, V0A 1K0

(the “**Dominant Tenement Owner**”)

AND:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia, having its registered office at PO Box 639, 1309 – 7th Ave., Invermere, BC, V0A 1K0

(the “**Servient Tenement Owner**”)

WHEREAS:

- A. 1345408 B.C. Ltd. is the registered owner of certain lands and premises situate in the District of Invermere, in the Province of British Columbia, and more particularly described as:

PID: 032-005-121

Legal: LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the “**Parent Parcel**”)

- B. 1345408 B.C. Ltd. has applied for the subdivision of the Parent Parcel under EPS8541.

- C. The subdivision of the Parent Parcel under EPS8541 includes the creation of the following proposed lots:

Common Property EPS8541 (the “**Common Property**” herein called the “**Servient Tenement**”); and

Remainder Lot A District Lot 1092 Kootenay District Plan EPP120443 except part included in Plan EPS8541 (the “**Remainder Lot**”, herein called the “**Dominant Tenement**”).

- D. The Servient Tenement contains and will contain an access road and walkways (the “**Roads**”).
- E. The Servient Tenement Owner has agreed with the Dominant Tenement Owner to grant the Dominant Tenement Owner a non-exclusive easement over the Servient Tenement (the “**Easement Area**”).
- F. The parties have agreed to enter into this Agreement in respect of the access rights hereby granted over the Servient Tenement in favour of the Dominant Tenement.

NOW THEREFORE in consideration of the amount of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantors (the receipt and sufficiency of which is hereby acknowledged by each party) and other

good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), and in consideration of the mutual covenants and agreements herein expressed, the parties agree as follows:

Grant of Easement

1. The Servient Tenement Owner, as grantor and owner of the Servient Tenement, hereby grants to the Dominant Tenement Owner as grantee and owner of the Dominant Tenement, and their successors, assigns, servants, agents, invitees, permittees, customers, and contractors in perpetuity, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times hereafter, (in common with the Servient Tenement Owner and all other persons permitted by the Servient Tenement Owner from time to time), to enter upon, go across, pass over and repass over, within, upon and along the Servient Tenement, by foot and vehicle (including construction vehicles), for the purpose of the Dominant Tenement accessing any part of the Dominant Tenement through the Servient Tenement provided however that the rights of passage shall be respectively restricted to the Roads on the Servient Tenement.
2. For greater certainty, the rights granted herein only apply to the rights to access the Dominant Tenement as set out in this Agreement and do not confer any additional rights of access onto the Remainder Lot itself.

Covenants of the Dominant Tenement Owner

3. The Dominant Tenement Owner covenants and agrees with the Servient Tenement Owner that:
 - a. the Dominant Tenement Owner will at all times indemnify and keep indemnified the Servient Tenement Owner and those for whom it is in law responsible including its invitees and licensees from and against any and all liabilities, actions, proceedings, expenses, costs, claims and demands whatsoever that may lawfully be brought against the Servient Tenement Owner by reason of anything done or omitted to be done by the Dominant Tenement Owner and those for it is in law responsible, in the exercise or purported exercise of the rights hereby granted to the Dominant Tenement Owner in respect of the Easement Area except to the extent such damage, personal injury or death shall result from any negligence or willful misconduct on the part of the Servient Tenement Owner or those for whom the Servient Tenement Owner is in law responsible;
 - b. the Dominant Tenement Owner will not use the Easement Area in any manner which will hinder or prevent the proper and reasonable use and enjoyment of the Easement Area by the Servient Tenement Owner; and
 - c. the Dominant Tenement Owner will cause no unnecessary damage or disturbance to the Dominant Tenement Owner, the Easement Area, or any improvements thereon.

Maintenance and Repair

4. The Servient Tenement Owner shall be solely responsible to insure, operate, maintain, repair, and snowplow the Roads. All maintenance and repairs shall be carried out in a good and workmanlike manner and shall be completed as quickly as possible.

5. The Dominant Tenement Owner may, at its own expense, conduct any reasonable and necessary repairs and maintenance of the Roads, including but not limited to, snowplowing. Any maintenance and repairs conducted by the Dominant Tenement Owner shall be carried out in a good and workmanlike manner and shall be completed as quickly as possible and with as little interference to the Servient Tenement Owner as possible.

Dispute Resolution

6. In the event of any dispute or disagreement arising between the parties concerning any matter covered by this Agreement or the interpretation of this Agreement, then the parties agree to submit the matter to a single arbitrator acting pursuant to the *Arbitration Act* of British Columbia as amended from time to time, or any successor legislation thereto, and the determination of the arbitrator, both as to the matter in dispute, and as to costs, shall be final and binding upon the parties and no appeal or review shall lie from the arbitrator's decision. The place of arbitration shall be Invermere, British Columbia. The arbitrator shall be chosen by agreement between the parties, and failing agreement, the arbitrator shall be chosen by the Registrar of the Supreme Court at Cranbrook, British Columbia, or failing that, a judge of the Court, on the submission of the parties. The arbitrator shall make their determination within 30 days of the matter being heard, and shall accept such written or oral submissions from the parties as the arbitrator shall determine, in their discretion. All matters of procedure shall be determined by the arbitrator.

Miscellaneous

7. The rights, liberties, and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land, and this Agreement, including all the covenants and conditions herein contained, and if the Easement Area is subdivided then the easement herein granted will continue to run with and bind each subdivided parcel thereof of which the Easement Area form a part and will be forthwith released and discharged from each other subdivided parcel.
8. The covenants of the Servient Tenement Owner contained herein will be personal and binding upon the Servient Tenement Owner (jointly and severally if the Servient Tenement Owner consists of more than one person) only in respect of events occurring during the Servient Tenement Owner's ownership of any interest in the Easement Area but the Easement Area will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the Servient Tenement Owner in the Easement Area the Servient Tenement Owner will be freed and discharged from the observance and performance from that time onwards of the covenants on their part in respect of the Easement Area and on their part to be observed and performed.
9. Whenever the singular or masculine is used, it shall be construed as if the plural or feminine or neutral, as the case may be, had been used where the context or the parties hereto so require.
10. Waiver of any default by any party will not be deemed to be a waiver of any subsequent default by that party.

11. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
12. This Agreement will enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.
13. This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
14. The parties shall execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
15. Nothing in this Agreement will be interpreted so as to restrict or prevent the Servient Tenement Owner from using the Easement Area in any manner which does not unreasonably interfere with the exercise by the Dominant Tenement Owner of the easement hereby granted.
16. Whenever it is required or desired that either party serve a notice on the other, service shall be deemed to be satisfactory and have occurred:
 - a. on the date of service, if that party has been served personally; or
 - b. on the date received or on the 7th day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the address for that party set out on page 3 of this Agreement or to whatever address the parties from time to time in writing agree to.

If any portion of the Servient Tenement is or becomes stratified by a strata plan, then any notice in respect of such stratified lands will be sufficiently given if given to the strata corporation and it will not be necessary to give notice to all of the strata lots within the strata plan.

17. If any sections or any parts of this Agreement are found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as through the illegal or unenforceable parts or sections had never been included in this Agreement.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C attached to and forming part of this Agreement.

KAMLOOPS LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA1641649

LAND TITLE ACT
FORM C (Section 233) CHARGE

Jul-05-2010 09:50:31.001

PAGE 1 OF 3 PAGES

GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Randall Keith
McRoberts
HLGZC3
Digitally signed by Randall Keith
McRoberts HLGZC3
DN: c=CA, ou=Randall Keith
McRoberts HLGZC3, o=Lawyer,
ou=Verify ID at www.juricert.com/
LKUP:d1m?id=HLGZC3
Date: 2010.06.30 08:49:59 -08'00'

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

Randall K. McRoberts Law Corporation

Randy McRoberts, Barrister and Solicitor

613-12th Street, P.O. Box 1049

Invermere

BC VOA 1K0

Telephone: (250) 342-6975

LTO # 10809

File #11368

Document Fees: \$71.90

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

013-506-722 LOT 1 DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN 8385, EXCEPT PART INCLUDED IN PLAN NEP20703

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Restrictive Covenant

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

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

LEO PATRICK KIENITZ AND DIANNE YVONNE KIENITZ

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

DISTRICT OF INVERMERE

P.O. BOX 339

INVERMERE

BRITISH COLUMBIA

VOA 1K0

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

RANDALL K. MCROBERTS
Barrister & Solicitor
P.O. Box 1049
613-12th Street
Invermere, B.C.
VOA 1K0
250-342-6975

Y	M	D
10	06	22

LEO PATRICK KIENITZ

DIANNE YVONNE KIENITZ

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

TERMS OF INSTRUMENT—PART 2

SECTION 219 COVENANT

BETWEEN:

LEO PATRICK KIENITZ and DIANNE YVONNE KIENITZ

(the “Grantor”)

OF THE FIRST PART

AND:

DISTRICT OF INVERMERE

(the “Grantee”)

OF THE SECOND PART

WHEREAS:

- A. The Grantor is the registered owner in fee simple of the lands situate in the Province of British Columbia, more particularly known and described as:

Lot 1 District Lot 1092 Kootenay District Plan 8385, Except Part Included in Plan NEP20703

(hereinafter referred to as the “Lands”);

- B. The Grantor proposes to subdivide the Lands and as a condition to the approval of the subdivision, the Grantee requires this Covenant to be registered against the Lands restricting the height of any future buildings to be built on the Lands;
- C. Section 219 of the Land Title Act provides that there may be registered as a charge against the title to any land a covenant in favour of a municipality in respect of the use of the land or providing that such land is not to be built upon except in accordance with the covenant

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (1.00) DOLLAR of lawful money of Canada and other good valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby covenant and agree with the Grantee as follows:

1. The Grantor hereby covenants and agrees with the Grantee as a covenant in favor of the Grantee pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Grantor that the provisions hereof shall be annexed to and shall run with and be a charge upon the Lands, that from and after the date hereof no building shall be constructed or built upon the Lands with a height exceeding 7.5 metres as determined by the Grantees Zoning Bylaw No. 1145, dated as of November 2002.
2. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
3. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
4. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable parts or sections had never been included in this Agreement.
5. This agreement shall be interpreted according to the laws of the Province of British Columbia.
6. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

END OF DOCUMENT

**LAND TITLE ACT
FORM DECLARATION**Related Document Number: **CA1641649**

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

Randall Keith McRoberts HLGZC3	Digitally signed by Randall Keith McRoberts HLGZC3 DN: c=CA, cn=Randall Keith McRoberts HLGZC3, o=Lawyer, ou=Verify.ID at www.juricert.com/ LKUP.cfm?id=HLGZC3 Date: 2010.07.09 11:11:45 -06'00'
---	--

I, Randall K. McRoberts, Barrister and Solicitor, declare that:

On document CA1641649

- 1) Under #3 Nature of Interest; I selected that this was a "Restrictive Covenant", rather than a "Covenant".
- 2) On the Terms of Instrument, (Page 3 of document CA1641649, under #1), I made reference to the "Grantees Zoning Bylaw No. 1145.

Please amend the the document by;

- a) Under #3 Nature of Interest, deleting "Restrictive Covenant" and replacing it with "Covenant".
- b) On the Terms of Instrument (Page 3 of document CA1641649, under #1) deleting the phrase "as determined by the Grantees Zoning Bylaw No.1145, dated as of November 2002."

I make this declaration, based on personal information.

Randall K. McRoberts

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$32.70



Land Title Act
Charge
 General Instrument - Part 1

KAMLOOPS LAND TITLE OFFICE
 AUG 16 2022 10:55:15.001
CB155429-CB155430

1. Application

Document Fees: \$152.64

**Stephanie White, agent for
 British Columbia Hydro and Power Authority
 12th Floor, 333 Dunsmuir Street
 Vancouver BC V6B 5R3
 (604) 623-4241**

5 July 2022
 File: 153-1602.0(X242)
 WT: 1221 023
 TRIBUE (3m)

2. Description of Land

PID/Plan Number	Legal Description
013-506-722	LOT 1 DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN 8385, EXCEPT PART INCLUDED IN PLAN NEP20703

3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY		Transferee (BC Hydro)
STATUTORY RIGHT OF WAY		Transferee (TELUS)

4. Terms

Part 2 of this instrument consists of:
(a) Filed Standard Charge Terms D F Number: **ST210004**
 Includes any additional or modified terms.

5. Transferor(s)

1345408 B.C. LTD., NO.BC1345408

6. Transferee(s)

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
 333 DUNSMUIR STREET
 VANCOUVER BC V6B 5R3

TELUS COMMUNICATIONS INC. BC1101218
 #1-15079-64TH AVENUE
 SURREY BC V3S 1X9

7. Additional or Modified Terms

SEE SCHEDULE



Land Title Act
Charge
General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

1345408 B.C. LTD.
by its Authorized Signatory(ies)

2022-07-09

PRINT NAME: Christine Scott

Brittany Morrow
Lawyer

Columbia Valley Law Corporation
Box 639 - 1309 7th Avenue
Invermere BC V0A 1K0

Telephone: (250) 342-6904
E-Mail: brittany@columbialegal.ca
as to Christine Scott's signature

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

Alan Ives Chim
GBW49K

Digitally signed by
Alan Ives Chim GBW49K
Date: 2022-08-16
10:14:13 -07:00

SCHEDULE

PAGE 1 OF 1

7. ADDITIONAL OR MODIFIED TERMS:

7.1 The Standard Charge Terms ST210004 are amended by deleting the definition of “Area of the Works” in section 1.1 in its entirety and inserting the following therefor:

“1.1 **“Area of the Works”** means that portion of the Land located within 3 metres of either side of the centre of the alignment of the Works;”

7.2 The Standard Charge Terms ST210004 are amended by deleting the definition of “Works” in section 1.1 in its entirety and inserting the following therefor:

“1.1 **“Works”** means:

- (a) above ground, pad-mounted or underground transformers (including associated pads), underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purpose of communications, all as relating to the rights and responsibilities of BC Hydro in connection with BC Hydro’s distribution system; and
- (b) above ground, pad-mounted or underground transformers (including associated pads), fibre optic cables, underground wires and cables (including associated connectors), switchgear, controlgear, kiosks, the Underground Civil Works, all related fittings and components, including any associated protective installations, in any combination and using any type of technology or means, necessary or convenient for the purposes of telecommunications and data transmission, all as relating to the rights and responsibilities of TELUS in connection with TELUS’s telecommunication and data transmission system.”

END OF DOCUMENT



1. Application

Document Fees: \$78.17

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

F: 13006

2. Description of Land

PID/Plan Number	Legal Description
032-005-121	LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

3. Nature of Interest

Type	Number	Additional Information
EASEMENT		Dominant Tenement: PID: 032-005-130; LOT B DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1345408 B.C. LTD., NO.1345408

6. Transferee(s)

1345408 B.C. LTD. PO BOX 639 1309 – 7TH AVE. INVERMERE BC V0A1K0	1345408
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7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature <hr/> Katelynn O'Neill Barrister & Solicitor Columbia Valley Law Corporation PO Box 639, 1309 -7th Ave. Invermere BC V0A1K0	Execution Date <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2023-09-22 </div>	Transferor / Transferee / Party Signature(s) 1345408 B.C. LTD. By their Authorized Signatory <hr/> Christine Scott
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Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature <hr/> Katelynn O'Neill Barrister & Solicitor Columbia Valley Law Corporation PO Box 639, 1309 -7th Ave. Invermere BC V0A1K0	Execution Date <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2023-09-22 </div>	Transferor / Transferee / Party Signature(s) 1345408 B.C. LTD. By their Authorized Signatory <hr/> Christine Scott
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Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

<p>Electronic Signature</p> <p>Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.</p>	<div style="border: 1px solid black; padding: 5px;"> <p>Katelynn Marie O'Neill EQ3CQF</p> <p>Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-09-29 16:27:36 -07:00</p> </div>
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TERMS OF INSTRUMENT – PART 2
EXPRESS TERMS
ACCESS AGREEMENT

THIS AGREEMENT is made the ___ day for September 2023.

BETWEEN:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia,
having its registered office at PO Box 639, 1309 – 7th Ave., Invermere, BC, V0A 1K0

(the "**Servient Tenement Owner**")

AND:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia,
having its registered office at PO Box 639, 1309 – 7th Ave., Invermere, BC, V0A 1K0

(the "**Dominant Tenement Owner**")

WHEREAS:

- A. The Servient Tenement Owner is the registered owner of certain lands and premises situate in the District of Invermere, in the Province of British Columbia, and more particularly described as:

PID: 032-005-121

Legal: LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the "**Servient Tenement**")

- B. The Dominant Tenement Owner is the registered owner of certain lands and premises situate in the District of Invermere, in the Province of British Columbia, and more particularly described as:

PID: 032-005-130

Legal: LOT B DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the "**Dominant Tenement**")

- C. The Servient Tenement contains and will contain an access road and walkways (the "**Roads**").
- D. The Servient Tenement Owner has agreed with the Dominant Tenement Owner to grant the Dominant Tenement Owner a non-exclusive easement over the Servient Tenement (the "**Easement Area**").
- E. The parties have agreed to enter into this Agreement in respect of the access rights hereby granted over the Servient Tenement in favour of the Dominant Tenement.

NOW THEREFORE in consideration of the amount of ONE DOLLAR (\$1.00) now paid by the Grantee to the Grantors (the receipt and sufficiency of which is hereby acknowledged by each party) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), and in consideration of the mutual covenants and agreements herein expressed, the parties agree as follows:

Grant of Easement

1. The Servient Tenement Owner, as grantor and owner of the Servient Tenement, hereby grants to the Dominant Tenement Owner as grantee and owner of the Dominant Tenement, and their successors, assigns, servants, agents, invitees, permittees, customers, and contractors in perpetuity, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times hereafter, (in common with the Servient Tenement Owner and all other persons permitted by the Servient Tenement Owner from time to time), to enter upon, go across, pass over and repass over, within, upon and along the Servient Tenement, by foot, bicycle, and vehicle (including construction vehicles), for the purpose of accessing the Dominant Tenement through the Servient Tenement provided however that the rights of passage shall be respectively restricted to the Roads on the Servient Tenement.

Covenants of the Dominant Tenement Owner

2. The Dominant Tenement Owner covenants and agrees with the Servient Tenement Owner that:
 - a. the Dominant Tenement Owner will at all times indemnify and keep indemnified the Servient Tenement Owner and those for whom it is in law responsible including its invitees and licensees from and against any and all liabilities, actions, proceedings, expenses, costs, claims and demands whatsoever that may lawfully be brought against the Servient Tenement Owner by reason of anything done or omitted to be done by the Dominant Tenement Owner and those for it is in law responsible, in the exercise or purported exercise of the rights hereby granted to the Dominant Tenement Owner in respect of the Easement Area except to the extent such damage, personal injury or death shall result from any negligence or willful misconduct on the part of the Servient Tenement Owner or those for whom the Servient Tenement Owner is in law responsible;
 - b. the Dominant Tenement Owner will not use the Easement Area in any manner which will hinder or prevent the proper and reasonable use and enjoyment of the Easement Area by the Servient Tenement Owner; and
 - c. the Dominant Tenement Owner will cause no unnecessary damage or disturbance to the Dominant Tenement Owner, the Easement Area, or any improvements thereon.

Maintenance and Repair

3. The Servient Tenement Owner shall be solely responsible to insure, operate, maintain, repair, and snowplow the Roads. All maintenance and repairs shall be carried out in a good and workmanlike manner and shall be completed as quickly as possible.
4. The Dominant Tenement Owner may, at its own expense, conduct any reasonable and necessary repairs and maintenance of the Roads, including but not limited to, snowplowing. Any maintenance and repairs conducted by the Dominant Tenement Owner shall be carried out in a good and workmanlike manner and shall be completed as quickly as possible and with as little interference to the Dominant Tenement Owner as possible.

Dispute Resolution

5. In the event of any dispute or disagreement arising between the parties concerning any matter covered by this Agreement or the interpretation of this Agreement, then the parties agree to submit the matter to a single arbitrator acting pursuant to the *Arbitration Act* of British Columbia as amended from time to time, or any successor legislation thereto, and the determination of the arbitrator, both as to the matter in dispute, and as to costs, shall be final and binding upon the parties and no appeal or review shall lie from the arbitrator's decision. The place of arbitration shall be Invermere, British Columbia. The arbitrator shall be chosen by agreement between the parties, and failing agreement, the arbitrator shall be chosen by the Registrar of the Supreme Court at Cranbrook, British Columbia, or failing that, a judge of the Court, on the submission of the parties. The arbitrator shall make their determination within 30 days of the matter being heard, and shall accept such written or oral submissions from the parties as the arbitrator shall determine, in their discretion. All matters of procedure shall be determined by the arbitrator.

Miscellaneous

6. The rights, liberties, and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land, and this Agreement, including all the covenants and conditions herein contained, and if the Easement Area is subdivided then the easement herein granted will continue to run with and bind each subdivided parcel thereof of which the Easement Area form a part and will be forthwith released and discharged from each other subdivided parcel.
7. The covenants of the Servient Tenement Owner contained herein will be personal and binding upon the Servient Tenement Owner (jointly and severally if the Servient Tenement Owner consists of more than one person) only in respect of events occurring during the Servient Tenement Owner's ownership of any interest in the Easement Area but the Easement Area will nevertheless be and remain at all times charged herewith, to the intent that upon the transfer of all interest of the Servient Tenement Owner in the Easement Area the Servient Tenement Owner will be freed and discharged from the observance and performance from that time onwards of the covenants on their part in respect of the Easement Area and on their part to be observed and performed.
8. Whenever the singular or masculine is used, it shall be construed as if the plural or feminine or neutral, as the case may be, had been used where the context or the parties hereto so require.
9. Waiver of any default by any party will not be deemed to be a waiver of any subsequent default by that party.
10. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
11. This Agreement will enure to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary.

12. This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
13. The parties shall execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
14. Nothing in this Agreement will be interpreted so as to restrict or prevent the Servient Tenement Owner from using the Easement Area in any manner which does not unreasonably interfere with the exercise by the Dominant Tenement Owner of the easement hereby granted.
15. Whenever it is required or desired that either party serve a notice on the other, service shall be deemed to be satisfactory and have occurred:
 - a. on the date of service, if that party has been served personally; or
 - b. on the date received or on the 7th day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the address for that party set out on page 3 of this Agreement or to whatever address the parties from time to time in writing agree to.

If any portion of the Servient Tenement is or becomes stratified by a strata plan, then any notice in respect of such stratified lands will be sufficiently given if given to the strata corporation and it will not be necessary to give notice to all of the strata lots within the strata plan.

16. If any sections or any parts of this Agreement are found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as through the illegal or unenforceable parts or sections had never been included in this Agreement.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C attached to and forming part of this Agreement.



1. Application

Document Fees: \$78.17

**Columbia Valley Law Corporation
 Barristers & Solicitors
 1309 - 7th Ave., PO Box 639
 Invermere BC V0A1K0
 250-342-6904**

F: 13006

2. Description of Land

PID/Plan Number	Legal Description
032-005-121	LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

3. Nature of Interest

Type	Number	Additional Information
COVENANT		

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1345408 B.C. LTD., NO.1345408

6. Transferee(s)

**DISTRICT OF INVERMERE
 MUNICIPAL HALL
 BOX 339, 914 -8TH AVENUE
 INVERMERE BC V0A1K0**

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature <hr/> Katelynn O'Neill Barrister & Solicitor Columbia Valley Law Corporation PO Box 639, 1309 - 7th Ave. Invermere BC V0A1K0	Execution Date <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2023-09-28 </div>	Transferor / Transferee / Party Signature(s) 1345408 B.C. LTD. By their Authorized Signatory <hr/> Christine Scott
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Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature <hr/> Katelynn O'Neill Barrister & Solicitor Columbia Valley Law Corporation PO Box 639, 1309 - 7th Ave. Invermere BC V0A1K0	Execution Date <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2023-09-28 </div>	Transferor / Transferee / Party Signature(s) District of Invermere By their Authorized Signatory <hr/> Rory Hromadnik
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Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

<p>Electronic Signature</p> <p>Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.</p>	<p>Katelynn Marie O'Neill EQ3CQF</p> <p>Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-09-29 16:33:32 -07:00</p>
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TERMS OF INSTRUMENT—PART 2
SECTION 219 COVENANT

THIS AGREEMENT dated for reference September ____ 2023,

BETWEEN:

1345408 B.C. LTD.
PO Box 639
Invermere, B.C., V0A 1K0

(the “**Owner**”)

AND:

DISTRICT OF INVERMERE
Municipal Hall
Box 339, 914 – 8th Avenue
Invermere, B.C., V0A 1K0

(the “**Municipality**”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of the lands in Invermere, British Columbia, legally described as LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443; PID: 032-005-121 (the “**Lot A**”);
- B. The Municipality is a municipality incorporated pursuant to the laws of the Province of British Columbia;
- C. The Owner has applied to the Municipality to subdivide Lot A;
- D. Section 219 of the *Land Title Act* provides that a covenant, whether of a negative or positive nature, in respect of land that is not to be built on, used, or subdivided except in accordance with the covenant, may be granted in favour of a municipality and may be registered as a charge against title to that land; and
- E. The Owner wishes to grant, and the Municipality accepts, the section 219 covenant contained in this Agreement over Lot A.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada now paid by the Municipality to the

Owner, and other good and valuable consideration (the receipt and adequacy of which is hereby acknowledged), the Owner covenants and agrees with the Municipality, it being the intention and agreement of the Owner that the provisions hereof be annexed to and run with and be a charge upon the Lands as follows:

1. The Owner shall take commercially reasonable steps to:
 - a. build and maintain a storm water drainage system on Lot A to ensure that no excessive storm water will run off Lot A and promptly reconstruct and repair any damage thereto, when necessary; and
 - b. carry out all inspections, maintenance, repairs, renewals, and replacements of the storm water drainage system located on Lot A in a good and workman like manner.
2. The Owner will reimburse the Municipality for any reasonable expense incurred by the Municipality as a result of the Owner's breach of this Agreement.
3. The Owner and the Municipality agree that the enforcement of this Agreement will be entirely within the discretion of the Municipality and that the execution and registration of this covenant against the title to Lot A will not be interpreted as creating any duty on the part of the Municipality to the Owner or to any other person to enforce any provision of this Agreement.
4. The Owner releases and must indemnify and save harmless, the Municipality, its elected and appointed officials and employees, from and against all liability, actions, causes of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Owner, or anyone else, arising from the granting or existence of this Agreement, from the performance by the Owner of this Agreement, or any default of the Owner under or in respect of this Agreement.
5. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and

to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

6. Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s. 219 of the *Land Title Act* in respect of Lot A and this Agreement burdens Lot A and runs with it and binds the successors in title Lot A. This Agreement burdens and charges all of Lot A and any parcel into which it is subdivided by any means and any parcel into which the Lot A is consolidated. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of Lot A.
7. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 of the *Land Title Act*.
8. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
9. If any part of this Agreement is held to be invalid, illegal, or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
10. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
11. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred herein are enactments of the Province of British Columbia.
12. This Agreement is the entire agreement between the parties regarding its subject.
13. This Agreement binds the parties to it and their respective successors, heirs, assigns, executors, and administrators.

14. The parties must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
15. No rule of construction shall apply to the disadvantage of the Owner on the basis that the Owner has prepared this Agreement.
16. Whenever it is required or desired that either party serve a notice on the other, service shall be deemed to be satisfactory and have occurred:
 - a. on the date of service, if that party has been served personally; or
 - b. on the date received or on the 7th day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the address for that party set out on page 3 of this Agreement or to whatever address the parties from time to time in writing agree to.

If any portion of Lot A is or becomes stratified by a strata plan, then any notice in respect of such stratified lands will be sufficiently given if given to the strata corporation and it will not be necessary to give notice to all of the strata lots within the strata plan.

17. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing Part 1 of Form C attached to and forming part of this Agreement.

Exhibit M

