BUILDING 4 AND LIMITED COMMON PROPERTY (STRATA LOTS 14 AND 16)

Lower 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 1:200.

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

denotes Limited Common Property

LCP for the Exclusive Use of Designated Strata Lot

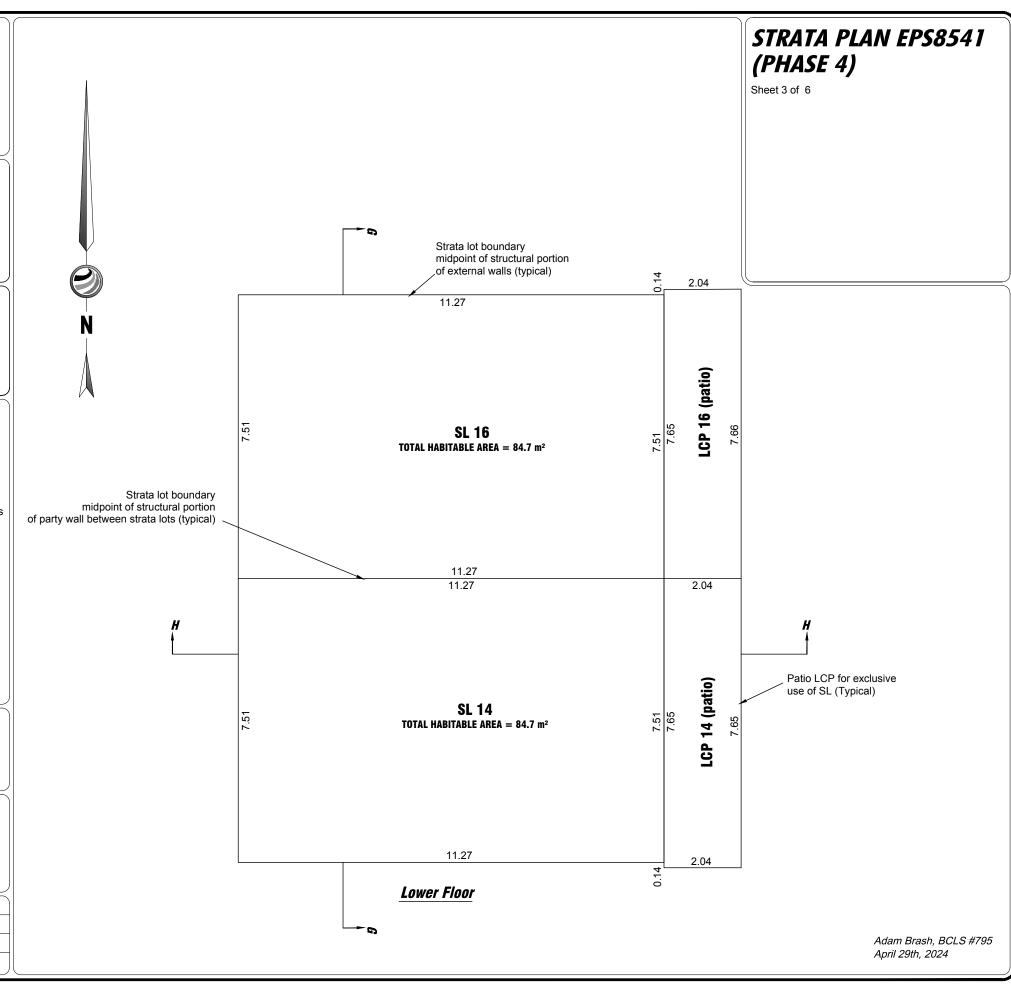
denotes Common Property

denotes meters squared

GLOBAL RAYMAC LAND SURVEYING & ENGINEERING LTD

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

Job No.: 22IX0025 CAD FILE: 22IX0025_ST1_PH4.DWG Date: June 17th, 2024 Surveyed: DRS/JDR Drawn: NDW/VBK Checked: EG/AB



BUILDING 4 AND LIMITED COMMON PROPERTY (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

denotes Limited Common Property

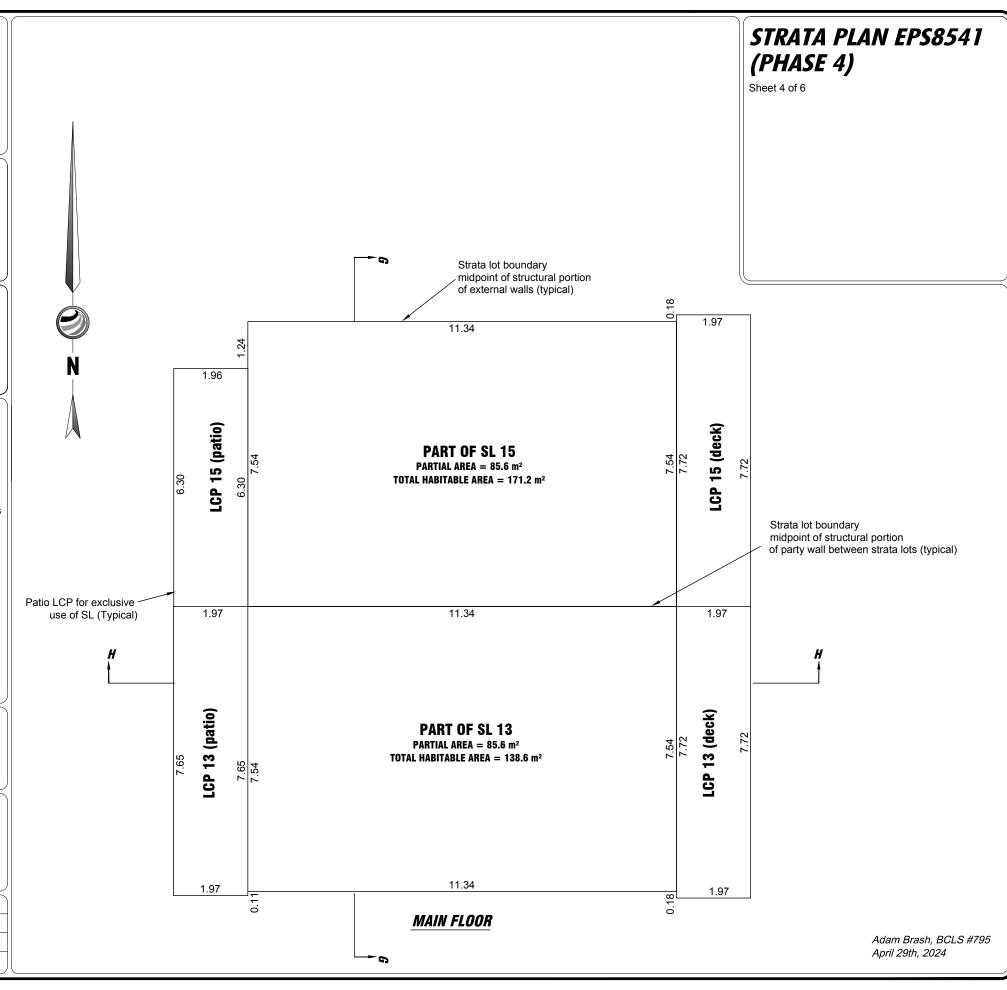
for the Exclusive Use of Designated Strata Lot

c) denotes Common Property

m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING & ENGINEERING LTD

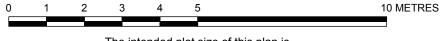
1022B 7th Avenue, Invermere, BC V0A 1K0 Ph: 250.409.5157 www.globalraymac.ca



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

denotes Limited Common Property

for the Exclusive Use of Designated Strata Lot

c) denotes Common Property

m² denotes meters squared

GLOBAL RAYMAC LAND SURVEYING & ENGINEERING LTD

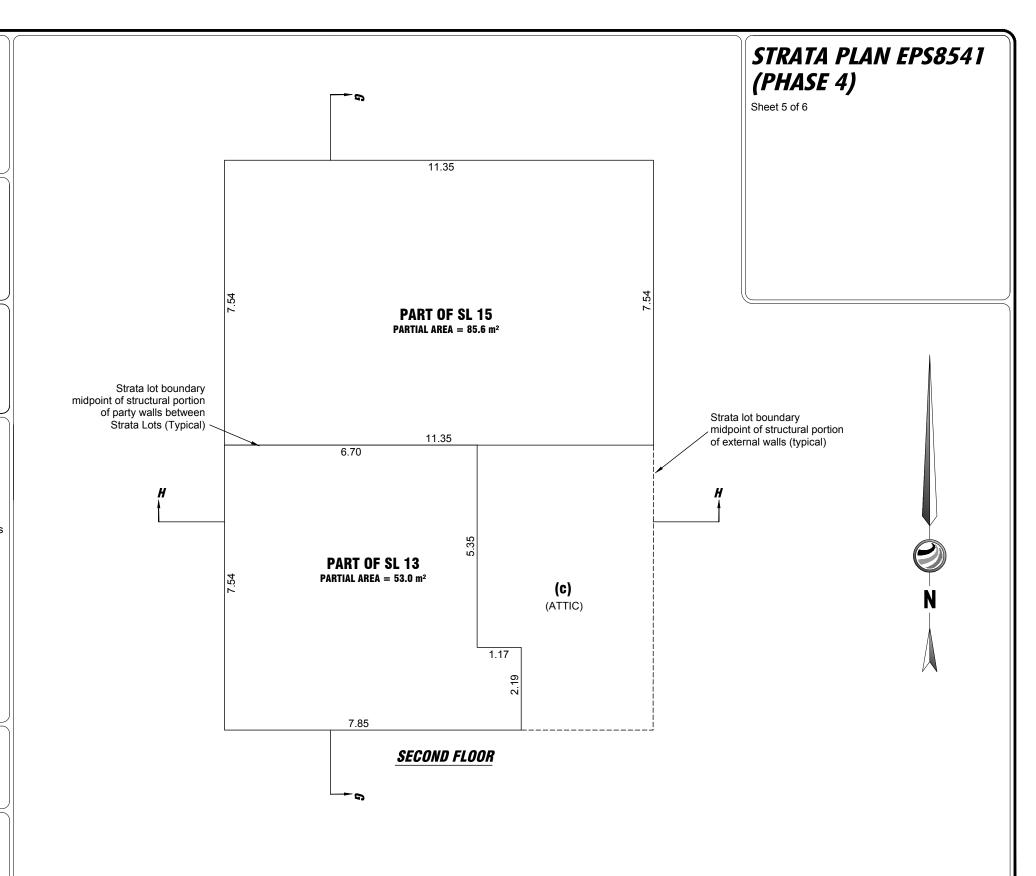
1022B 7th Avenue, Invermere, BC V0A 1K0 Ph: 250.409.5157 www.globalraymac.ca

Job No. : 22IX0025 CAD FILE: 22IX0025_ST1_PH4.DWG Date: June 17th, 2024

Surveyed : DRS/ JDR

Drawn: NDW/VBK

Checked: EG/AB



Adam Brash, BCLS #795 April 29th, 2024

BUILDING 4 AND LIMITED COMMON PROPERTY (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:

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.

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 & ENGINEERING LTD

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

 Job No. : 22IX0025

 CAD FILE: 22IX0025_ST1_PH4,DWG

 Date: June 17th, 2024

 Surveyed: DRS/ JDR
 Drawn: NDW/VBK
 Checked: EG/AB

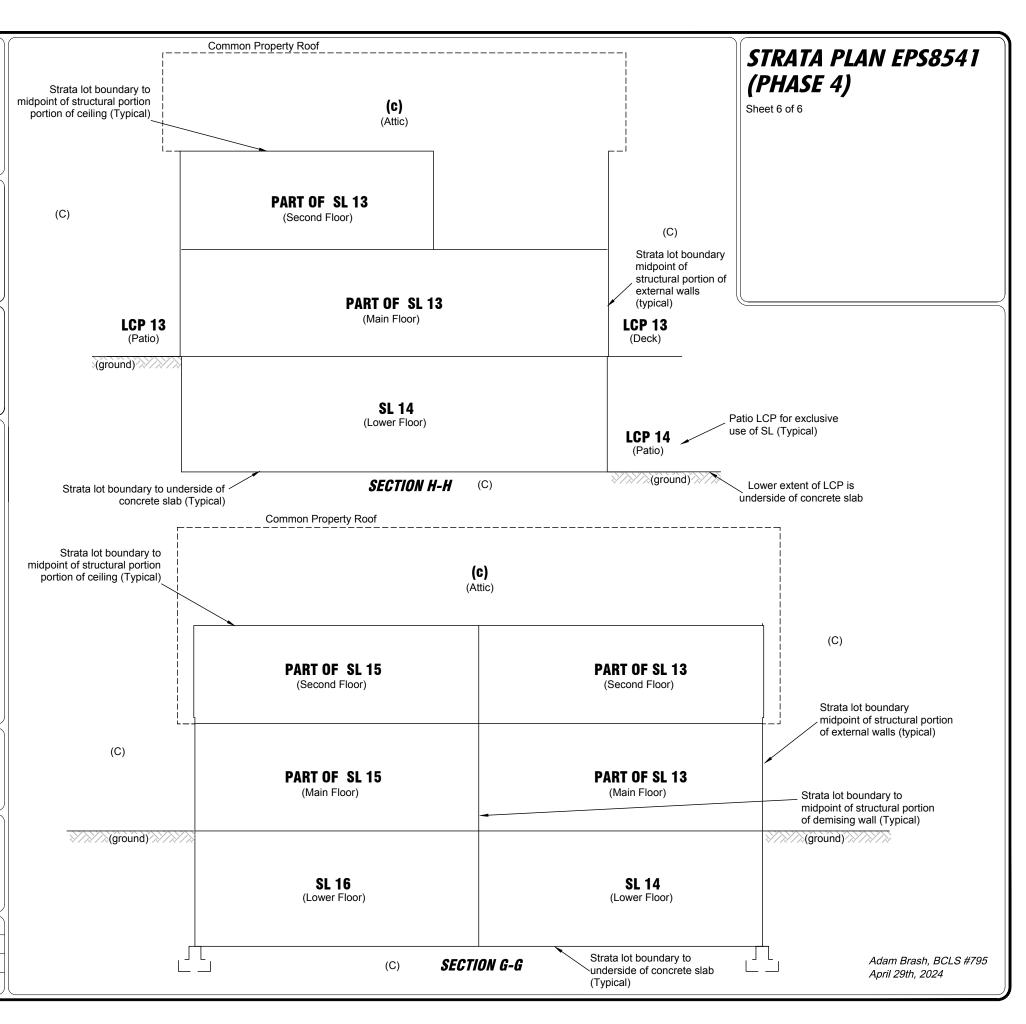


Exhibit L

Building Inspector:

Building Permit Application Fee

Building Permit Fee Received

CASH CHEQUE

☐ CASH ☐ CHEQUE RECEIPT #

RECEIPT #

Description Of Rate:

INSPECTION FEE BUILDING PERMIT FEE PLUMBING FIXTURE FEE

PLAN CHECK DEPOSIT

LETTERS OF ASSURANCE DISCOUNT

District of Invermere Folio No. 532 00248.070	Neigricomood Code 532111		COVE TON		28-Mar-2023 17-Mar-2023	Page: (Time: 8:52 am
Permit Type.		Pe	rmit #:	Estimated Value of Co		Meters:
MFD - MULTI FAMILY DWELLIN	IG PERMIT		2023010	67	5,000,00	160
Pursuant to the bylaws applicable to of the owner, hereby make application Description of Work: CONSTRUCTION	on .		de maria	ent		
Address/Location:	Street # 2128	Street Name 15TH AVE				
	8lock: 1092	Plan No. NEP8385	Section: District	Tournship. Area:	Land District 26 Zone	PID: 013-506-722 No. of Units
			1	-1-	RB	4
OWNER Phone: 250 Fax	Name 1345408 B.C. LTD Add BOX 639 Add Dity INVERMERE		Prov. BO		Postal C	oda: VOA1KQ
CONTRACTOR Phone Fair	Name GENERATION HOME Add Add	s				
	City:		Prov:		Postal C	ode:
	OTED ON THE ATTACHED		RARE APPLICA	BLE TO THE BUILD	ING PERMIT.	

PLEASE CONTACT THE BY LDUNG DEPARTMENT WITH ANY QUESTIONS YOU MAY HAVE FOR DIRECTION.

Total Fees:

Water Application No.

Sewer Application No.

Date

CASH CHEQUE

CASH CHEQUE

RECEIPT #

RECEIPT #

Fees:

-400.00 5,608.75 60.00

288.00 -500.00

5,056.75

GST Reg. No.: 10702 1271RT

District of Invermere

TON THE LAKE"

March 23, 2023

1345408 BC Ltd. PO Box 639 Invermere, BC V0A 1K0 Folio: 248.070

Re: Building Permit # 2023010 - "Multi- Family Dwelling, Units 21-24)"

Legal: Lot 1, District Lot 1092, Plan NEP8385 Civic: 2128 – 15th Avenue, Invermere, BC

Attached is a building permit for the above titled construction. All materials and construction to comply with the 2018 BC Building and Plumbing Codes.

The building permit fees have been reduced in accordance with Section 12.3 of the District of Invermere Building Bylaw No. 1319 and the permit issued in accordance with Section 16 of the District of Invermere Building Bylaw No. 1319 and Section 55 of the Community Charter of BC and Section 743 of the Local Government Act of BC. The District of Invermere is relying on this certification.

The professional disciplines engaged on the project are to submit copies of all inspections / site visit reports to the Building Inspector within 7 days when requested.

All materials and construction will be subject to on-site inspections at stages indicated with your building permit. A copy of this permit must be posted in a visible location on the property upon entrance to site and remain posted until the Building Inspector issues an Occupancy Permit. Also ensure that plans and/or specifications on which the permit is based are available on site. It is the owner's and/or builder's responsibility to notify the District office for the necessary inspections indicated with the building permit.

It is the owner's responsibility to ensure that their building plans conform with any prospectus, restrictive covenants or building schemes that may be registered against the title by other parties. In addition to any comments or notations that appear on your copy of the building plans, please note the following:

 Development Cost Charges have been assessed at \$ 34,520.00 and are due before a building permit can be issued;

Development Permit 22,01 issued is applicable and to be complied with;

 Schedule "C" – Letter of Assurance from those registered professionals engaged on the project are to be submitted to the building Inspector prior to occupancy and use of the dwelling;

No unsafe condition shall exist, be created, or permitted;

- All Construction must comply with the New Energy Efficiency requirements in housing;
- 6) All Outside Hose Taps shall incorporate hose connection vacuum breakers pursuant to section 30 of the District of Invermere Bylaw 1198. Maintenance and winterizing of these vacuum breakers are the responsibility of the owner;
- Maximum Building Height is 7.5m. The height is taken from finished grade of the building to the mid point between the roof eaves and the ridge of the primary roof structure;

continued

Page 2 of 3

1345408 BC Ltd.

Building Permit Multi-Family Dwelling

- Foundation Walls that will be backfilled greater than 2.3m (7.5ft) will require an engineered drawing prepared by a BC Registered Engineer with submittal to the Building Official prior to a foundation inspection;
- Retaining Walls forming part of the dwelling exceeding 1.5m (4.9ft) in height shall be designed, sealed, and signed by a registered British Columbia Professional Engineer and the drawing submitted to the building official prior to construction of such;
- Community Water & Sewer Systems to be installed in accordance with the District of Invermere subdivision and Servicing Bylaw 902, of Invermere office with sufficient notice;
- Occupancy of the dwelling will not be granted until water meter installation and water and sewer inspections have been approved by the District of Invermere Municipal Works Department;
- Driveways crossing an open ditch are required to have a steel corrugated culvert installed for storm water flows;
- Soil Removed or Deposited shall not cause a dust or dirt nuisance affecting any neighbouring property, highway, or right – of – way;
- 14) Storm Drainage to sanitary sewage connection is not permitted. Storm Water Management is the responsibility of the homeowner and is to be contained on site. No negative impact to the natural storm drainage course is permitted;
- 15) Whenever it is found by the "authority having jurisdiction" that work is not being performed in accordance with the BC Building or Plumbing Codes or Bylaws, a Stop Work Order may be posted, and all work will not progress other than the required remedial measurers until further notice by the "authority having jurisdiction".
- No alterations and/or revisions are permitted to the construction drawings submitted or construction on site unless proposed changes are submitted to Building Inspector for review, comment and/or approval prior;
- 17) All materials to be disposed of from the construction site are to be disposed of at the Windermere Landfill site. Hours of operation are 9:00 a.m. to 6:00 p.m. If you require additional information, please contact the R.D.E.K. at 1-888-478-7335.

You must notify the Municipal Office at least three days prior to the proposed date of connection to the sewer and water laterals so that this work may be inspected and recorded. The District requires that connections are not covered and that all trenching complies with W.C.B. regulation and standards. If these requirements are not met District will not approve connections.

The elevation of the basement should be higher than the sewer line abutting the property in order to achieve the minimum 2% grade. In certain situations, it is necessary for the owner to install a sewer pump in the basement of the building.

Pursuant to Section 4.5 (4) of Zoning Bylaw No. 1145, each multi-family dwelling requires 1.5 off-street parking spaces with minimum dimensions of 2.7 m x 8 m.

Page 3 of 3

1345408 BC Ltd.

Building Permit Multi-Femily Dwelling

Any contractor employed during the construction of this building must have a valid Business. Licence for the current year. In British Columbia, it is compulsory to hold a Trades Qualification. Certificate to work in the following trades: Plumbing, Refrigeration, and Roofing (Damp and waterproofing), Sheet Metal Work, Sprinkler Fitting and Steam Fitting/Pipe Fitting.

The recipient of this Building Permit is reminded that a <u>Notice of Project</u> is required to be completed and submitted to the Workers' Compensation Board of British Columbia prior to commencing certain building projects. Contractors should contact the Workers' Compensation Board for any interpretation of regulations or procedures that have been established by this body.

The Invermere Noise Control Bylaw No. 1117, 2002 stipulates:

- No person shall make or cause, or permit to be made or caused, in or on a highway or elsewhere in the municipality, any noise or sound which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of a person in the vicinity.
- No owner or occupier of real property shall allow such real property to be used so that a noise or sound which originates from that property disturbs or lends to disturb the quiet, peace, real, enjoyment, comfort, or convenience of a person in the vicinity.

The provisions of this Bylaw do not apply to:

- Construction, demolition, maintenance, repair, or excavation activities carried on between 8:00 am and 8:00 PM on Saturdays, Sundays, and Holidays;
- Construction, demolition, maintenance, repair, or excavation activities carried on between 7:00 am and 9:00PM from Monday to Friday.

All electrical work is to be inspected/approved by the Electrical Inspector. Contact the Government Agent (250) 342-4260 or Safety Engineering Services (250) 426-1279 to arrange for electrical permits and inspections.

If you have any questions before or during construction, please contact the building department at the District of Invermere office (250) 342 - 9281.

Sincerely,

Kim A. Leibel

Manager of Building and Protective Services

KAL/ki

DCC Calculation: Pinetree Meadows Phase 1 Lot 4 Units 21-24 2128-15th Ave

Lot 1, DL 216, KD Plan NEP8385 Folio 248.0705 - Multi Family Four Plex Residential PID 013-506-722 DCC Bylaw No.1598, 2021

Generation Homes DP22.01

OCC'S PAYABLE	۱						
	Unit #	Water DCC	Sewer DCC	Transport DCC		Total DCC/unit	TOTAL DCCs
Multi Family Residential	4	\$185.00	\$5,520.00		\$121.00	\$8,530.00	\$34,520.00
	DCC due	\$740,00	\$22,080.00				\$34,520.00
	and the second second						THE REAL PROPERTY.

Note: One Parent Parcel Low Density DCC Credit carried forward

ENGINEERING SECURITY REPORT



Aggress: LOT 3 2128 /5Th ANE I	folio# 248 070	
Lqt; / Block: DL: /092 1	CD Plan: 8385 (EFF 120	(442)
Applicants Name:	Phone:	P
Utilities Required:	ID/W Culvert	
Bailding permits with a construction value of: \$50,000 and \$200,000 \$200,001 and \$500,000 \$500,000 and over Building moving permit / Demolition		s 500.00 \$.1,000.00 \$.1,500.00 \$.1,500.00
and the same of th	Cracks in Curb N/A Painted:	Yes a No
Boulevard Trees: Condition N/A Comments:	Caliper Size NA N	one: 🗵
Priposed Culvert Crossing: Yes No Comments: CULVERTS ARE INTO DEVELORMENT District of Invermere water curb stop any person other than District of Inv \$100.00 for each offence, per day)	located at property line "will not" b	be turned On /Off at any time by -9281 (Bylaw 1198 section (34)
Please read box above before	signing.	
Applicant's Signatures Date of Inspection: M. 94 30/23 Regnarks: Occupancy Con't be	granted untill so	Date:
Date of Final Inspection:	Inspector:	
Remarkst	Estimated Cost of Damage Amount Charged Refund Amount Due	s \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$

Date: 14-Jun-2023 Page: 1 Issue Date: 26-May-2023 Time: 9:59 am District of Invermere Neighborhood Gode: olo No 532111 532 00248 070 Estimated Value of Construction Parmit # Permit Type 340 898,000.00 2023025 MFD - MULTI FAMILY DWELLING PERMIT Pursuant to the bylaws applicable to the Dietrict of Inverners I, being the owner or acting with the consent of the owner, hereby make application Description of Work: CONSTRUCTION OF AN UP AND DOWN 4 -PLEX (PHASE 1, LOT 3) Street Name. Street # Unit 15TH AVE 2128 Address/Location: Land District 원이 Pownsnip. Section Plan No. Block Dist List 013-506-722 26 NEP8385 egals: No of Lines Zónie District: Altia: RB 4 MULTI-FAMILY proposed Use: Name: 1345408 B.C. LTD OWNER Add BOX 539 Phone (250) 409-4203 Far Fostal Code: VOA 1KD Previ BC COY INVERMERE Name GENERATION HOMES CONTRACTOR .Add Phone Add: Fax Pastal Code Prov. City: Signature Of Applicant: Conditions: ALL CONDITIUONS NOTED ON THE ATTACHED COVER LETTER ARE APPLICABLE TO THE BUILDING PERMIT. INSPECTIONS ARE REQUIRED AS OUTLINED WITH YOUR BUILDING PERMIT. PLEASE DIRECT ANY QUESTIONS YOU MAY HAVE TO THE BUILDING DEPARTMENT

Building Inspector:

Building Permit Application Fee

Building Permit Fee Received

RECEIPT#

RECEIPT #

Description Of Rate

INSPECTION FEE

PLAN CHECK DEPOSIT

BUILDING PERMIT FEE

CASH CHEQUE

CASH CHEQUE

PLUMBING FIXTURE FEE 369.00

Total Fees: \$ 7,661.00

By:

Byo

RECEIPT

RECEIPT #

Fees:

60.00

-200.00

7,432.00

Water Application No.

Sewer Application No.

Divini

CASH CHEQUE

CASH | CHEQUE

District of Invermere

GST Reg. No. : 10702 1271RT

JUN 1 6 _323

COLLEC, OR

District of Invermere

ON THE LAKE

June 14, 2023

1345408 BC Ltd. PO Box 639 Invermere, BC V0A 1K0 Folio: 248.070

Re: Building Permit # 2023025 - "Multi- Family Dwelling, 4 - Plex, (Phase 1, Lot 3)

Legal: Lot 1, District Lot 1092, Plan NEP8385 Civic: 2128 – 15th Avenue, Invermere, BC

Attached is a building permit for the above titled construction. All materials and construction to comply with the 2018 BC Building and Plumbing Codes.

All materials and construction will be subject to on-site inspections at stages indicated with your building permit. A copy of this permit must be posted in a visible location on the property upon entrance to site and remain posted until the Building Inspector issues an Occupancy Permit. Also ensure that plans and/or specifications on which the permit is based are available on site. It is the owner's and/or builder's responsibility to notify the District office for the necessary inspections indicated with the building permit.

It is the owner's responsibility to ensure that their building plans conform with any prospectus, restrictive covenants or building schemes that may be registered against the title by other parties. In addition to any comments or notations that appear on your copy of the building plans, please note the following:

- Development Cost Charges have been assessed at \$ 34,520,00 and are due before a building permit can be issued;
- Development Permit 22.01 issued is applicable and to be complied with;
- No unsafe condition shall exist, be created, or permitted;
- 4) All Construction must comply with the New Energy Efficiency requirements in housing;
- 5) All Outside Hose Taps shall incorporate hose connection vacuum breakers pursuant to section 30 of the District of Invermere Bylaw 1198. Maintenance and wintenzing of these vacuum breakers are the responsibility of the owner;
- 6) Maximum Building Height is 7.5m. The height is taken from finished grade of the building to the mid point between the roof eaves and the ridge of the primary roof structure;
- 7) Foundation Walls that will be backfilled greater than 2.3m (7.5ft) will require an engineered drawing prepared by a BC Registered Engineer with submittal to the Building Official prior to a foundation inspection;
- 8) Retaining Walls forming part of the dwelling exceeding 1.5m (4.9ft) in height shall be designed, sealed, and signed by a registered British Columbia Professional Engineer and the drawing submitted to the building official prior to construction of such;
- Community Water & Sewer Systems to be installed in accordance with the District of Invermere subdivision and Servicing Bylaw 902, of Invermere office with sufficient notice;
- Occupancy of the dwelling will not be granted until water meter installation and water and sewer inspections have been approved by the District of Invermere Municipal Works Department;

continued

1345408 BC Ltd

Building Permit Multi-Family Dwelling

11) Driveways crossing an open ditch are required to have a steel corrugated culvert installed for storm water flows;

Soil Removed or Deposited shall not cause a dust or dirt nuisance affecting any 12)

neighbouring property, highway, or right - of - way;

Storm Drainage to sanitary sewage connection is not permitted. Storm Water 13) Management is the responsibility of the homeowner and is to be contained on site. No negative impact to the natural storm drainage course is permitted;

Whenever it is found by the "authority having jurisdiction" that work is not being performed in accordance with the BC Building or Plumbing Codes or Bylaws, a Stop Work Order may be posted, and all work will not progress other than the required remedial measurers until further notice by the "authority having jurisdiction";

No alterations and/or revisions are permitted to the construction drawings submitted or 15) construction on site unless proposed changes are submitted to Building Inspector for

review, comment and/or approval prior,

All materials to be disposed of from the construction site are to be disposed of at the Windermere Landfill site. Hours of operation are 9:00 a.m. to 6:00 p.m. If you require additional information, please contact the R.D.E.K. at 1-888-478-7335.

You must notify the Municipal Office at least three days prior to the proposed date of connection to the sewer and water laterals so that this work may be inspected and recorded. The District requires that connections are not covered and that all trenching complies with W.C.B. regulation and standards. If these requirements are not met District will not approve connections.

The elevation of the basement should be higher than the sewer line abutting the property in order to achieve the minimum 2% grade. In certain situations, it is necessary for the owner to install a sewer pump in the basement of the building.

Pursuant to Section 4.5 (4) of Zoning Bylaw No. 1145, each multi-family dwelling requires 1.5 off-street parking spaces with minimum dimensions of 2.7 m x 6 m.

Any contractor employed during the construction of this building must have a valid Business Licence for the current year. In British Columbia, it is compulsory to hold a Trades Qualification. Certificate to work in the following trades: Plumbing, Refrigeration, and Roofing (Damp and waterproofing), Sheet Metal Work, Sprinkler Fitting and Steam Fitting/Pipe Fitting.

The recipient of this Building Permit is reminded that a Notice of Project is required to be completed and submitted to the Workers' Compensation Board of British Columbia prior to commencing certain building projects. Contractors should contact the Workers' Compensation Board for any interpretation of regulations or procedures that have been established by this body.

continued

Page 3 of 3

1345408 BC Ltd.

Building Permit Multi-Family Dwelling

The Invermere Noise Control Bylaw No. 1117, 2002 stipulates:

- No person shall make or cause, or permit to be made or caused, in or on a highway or elsewhere in the municipality, any noise or sound which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of a person in the vicinity;
- No owner or occupier of real property shall allow such real property to be used so that a noise or sound which originates from that property disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of a person in the vicinity;

The provisions of this Bylaw do not apply to:

- Construction, demolition, maintenance, repair, or excavation activities carried on between 8:00 am and 8:00 PM on Saturdays, Sundays; and Holidays;
- Construction, demolition, maintenance, repair, or excavation activities carried on between 7:00 am and 8:00PM from Monday to Friday.

All electrical/gas work is to be inspected/approved by the Electrical/Gas Inspector. Contact the Technical Safety BC to arrange for permits and inspections.

If you have any questions before or during construction, please contact the building department at the District of Invermere office (250) 342 - 9281.

Sincerely

Kim A. Leibel

Manager of Building and Protective Services

KAL/RI

District of Invermere Date: 19-Jun-2023 Page: 1 Issue Date: 19-Jun-2023 Time: 2/43 pm Neighbornood Code. 532 00248 070 532111 Perrot Type: Parmit # Estimated Value of Construction: SO Minera MFD - MULTI FAMILY DWELLING PERMIT 2023030 755,688,35 148.8 Pursuant to the bylaws applicable to the District of lovermore I, being the owner or acting with the consent of the owner, hereby make application Description of Work: CONSTRUCTION OF A NEW UP AND DOWN 4 PLEX (PHASE 1 - LOT 2) Unit Street #: Street Name Address/Location: 2128 15TH AVE Dist. Lot Block Plan No: Section Township Land District Legals: PID 1092 NEP8385 013-506-722 DMM/ct Area Zóne: No of Units Proposed Use: MULTI-FAMILY RB OWNER Name 1345408 B.C. LTD Priorie 250 Add BOX 639 Fax Add: City: INVERMERE Prov BC Postsi Code: VDA 1KO CONTRACTOR Name: GENERATION HOMES Add Add Fair City Prov: Pastsi Code: Date: Signature Of Applicant: Conditions: ALL CONDITIONS NOTED ON THE ATTACHED COVER LETTER ARE APPLICABLE AND TO BE COMPLIED WITH INSPECTIONS ARE REQUIRED AS OUTLINED WITH YOUR PERMIT AND IN THE BUILDING BYLAW PLEASE DIRECT YOUR DIVESTIONS TO THE BUILDING DEPARTMENT. Building Inspector: Building Permit Application Fee Water Application No. CASH CHEQUE RECEIPT # CASH CHEQUE RECEIPT **Building Permit Fee Received** Sewer Application No. Dote CASH CHEQUE RECEPT# CASH CHEQUE RECEIPT # Description Of Rate: Fees: PLAN CHECK DEPOSIT -200 00 INSPECTION FEE 6,274.43 BUILDING PERMIT FEE 60.00 PLUMBING FIXTURE FEE

Total Fees:

GST Reg. No.: 10702 1271RT

333.00

6,467.43

s

District of Invermere

"ON THE LAKE"

June 19, 2023

1345408 BC Ltd. PO Box 639 Invermere, BC V0A 1K0 Folio: 248.070

Re: Building Permit # 2023025 - "Multi- Family Dwelling, 4 - Plex, (Phase 1, Lot 2)

Legal: Lot 1, District Lot 1092, Plan NEP8385 Civic: 2128 – 15th Avenue, Invermere, BC

Attached is a building permit for the above titled construction. All materials and construction to comply with the 2018 BC Building and Plumbing Codes.

All materials and construction will be subject to on-site inspections at stages indicated with your building permit. A copy of this permit must be posted in a visible location on the property upon entrance to site and remain posted until the Building Inspector issues an Occupancy Permit. Also ensure that plans and/or specifications on which the permit is based are available on site. It is the owner's and/or builder's responsibility to notify the District office for the necessary inspections indicated with the building permit.

It is the owner's responsibility to ensure that their building plans conform with any prospectus, restrictive covenants or building schemes that may be registered against the title by other parties. In addition to any comments or notations that appear on your copy of the building plans, please note the following:

- Development Cost Charges have been assessed at \$ 34,520.00 and are due before a building permit can be issued;
- Development Permit 22,01 issued is applicable and to be compiled with:
- 3) No unsafe condition shall exist, be created, or permitted;
- 4) All Construction must comply with the New Energy Efficiency requirements in housing,
- 5) All Outside Hose Taps shall incorporate hose connection vacuum breakers pursuant to section 30 of the District of Invermere Bylaw 1198. Maintenance and winterizing of these vacuum breakers are the responsibility of the owner;
- 6) Maximum Building Height is 7.5m. The height is taken from finished grade of the building to the mid point between the roof eaves and the ridge of the primary roof structure;
- Foundation Walls that will be backfilled greater than 2.3m (7.5ft) will require an engineered drawing prepared by a BC Registered Engineer with submittal to the Building Official prior to a foundation inspection;
- 8) Retaining Walls forming part of the dwelling exceeding 1.5m (4.9ft) in height shall be designed, sealed, and signed by a registered British Columbia Professional Engineer and the drawing submitted to the building official prior to construction of such;
- Community Water & Sewer Systems to be installed in accordance with the District of Invermere subdivision and Servicing Bylaw 902, of Invermere office with sufficient notice;
- Occupancy of the dwelling will not be granted until water meter installation and water and sewer inspections have been approved by the District of Invermere Municipal Works Department;

continued

1345408 BC Ltd, Building Permit Multi-Family Dwelling

- Driveways crossing an open ditch are required to have a steel corrugated culvert installed for storm water flows.
 - Soil Removed or Deposited shall not cause a dust or dirt nuisance affecting any neighbouring property, highway, or right – of – way;
 - 13) Storm Drainage to sanitary sewage connection is not permitted. Storm Water Management is the responsibility of the homeowner and is to be contained on site. No negative impact to the natural storm drainage course is permitted;
 - 14) Whenever it is found by the "authority having jurisdiction" that work is not being performed in accordance with the BC Building or Plumbing Codes or Bylaws, a Stop Work Order may be posted, and all work will not progress other than the required remedial measurers until further notice by the "authority having jurisdiction";
 - No alterations and/or revisions are permitted to the construction drawings submitted or construction on site unless proposed changes are submitted to Building Inspector for review comment and/or approval prior;
 - All materials to be disposed of from the construction site are to be disposed of at the Windermere Landfill site. Hours of operation are 9:00 a.m. to 6:00 p.m. If you require additional information, please contact the R.D.E.K. at 1-888-478-7335.

You must notify the Municipal Office at least three days prior to the proposed date of connection to the sewer and water laterals so that this work may be inspected and recorded. The District requires that connections are not covered and that all trenching complies with W.C.B. regulation and standards. If these requirements are not met District will not approve connections.

The elevation of the basement should be higher than the sewer line abutting the property in order to achieve the minimum 2% grade. In certain situations, it is necessary for the owner to install a sewer pump in the basement of the building.

Pursuant to Section 4.5 (4) of Zoning Bylaw No. 1145, each multi-family dwelling requires 7.5 off-street parking spaces with minimum dimensions of 2.7 m x 6 m

Any contractor employed during the construction of this building must have a valid Business Licence for the current year. In British Columbia, it is compulsory to hold a Trades Qualification Certificate to work in the following trades: Plumbing, Refrigeration, and Roofing (Damp and waterproofing), Sheet Metal Work, Sprinkler Fitting and Steam Fitting/Pipe Fitting.

The recipient of this Building Permit is reminded that a <u>Notice of Project</u> is required to be completed and submitted to the Workers' Compensation Board of British Columbia prior to commencing certain building projects. Contractors should contact the Workers' Compensation Board for any interpretation of regulations or procedures that have been established by this body.

conlinued

Page 3 of 3

1345408 BC Ltd.

Building Permit Multi-Family Dwelling

The Invermere Noise Control Bylaw No. 1117, 2002 stipulates:

- No person shall make or cause, or permit to be made or caused, in or on a highway or elsewhere in the municipality, any noise or sound which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort or convenience of a person in the vicinity.
- No owner or occupier of real property shall allow such real property to be used so that a
 noise or sound which originates from that property disturbs or tends to disturb the quiet,
 peace, rest, enjoyment, comfort, or convenience of a person in the vicinity;

The provisions of this Bylaw do not apply to:

- Construction, demolition, maintenance, repair, or excavation activities carried on between 8:00 am and 8:00 PM on Saturdays, Sundays, and Holidays;
- Construction, demolition, maintenance, repair, or excavation activities carried on between 7:00 am and 0:00FM from Monday to Friday.

All electrical/gas work is to be inspected/approved by the Electrical/Gas Inspector. Contact the Technical Safety BC to arrange for permits and inspections.

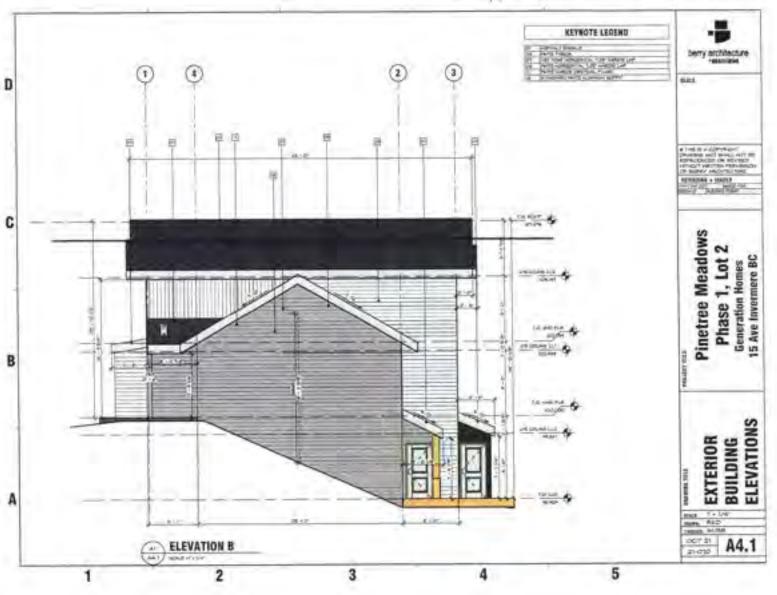
If you have any questions before or during construction, please contact the building department at the District of Invermere office (250) 342 - 9281.

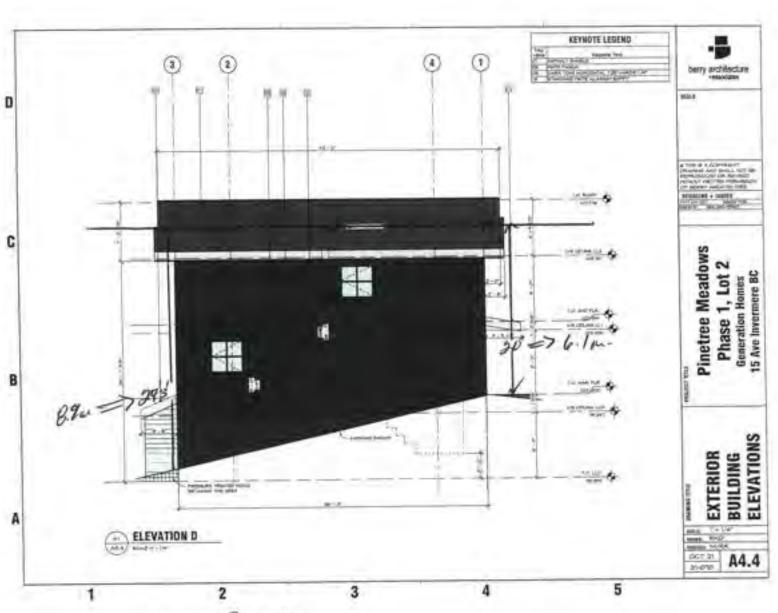
Sincerely

Kim A. Leibel

Manager of Building and Protective Services

KAL/kl





Scote 2 1:100 iunt = 465

H = 8.9m +6.1m Z H= 7.5m V of (ct limit) Elevition D and Elevition B EVER HE Sove = the H 7.5 m.

DCC Calculation: Pinetree Meadows Phase 1 Lot 2 Units 29-32 2128-15th Ave

20-Jun-23

Lot 1, DL 216, KD Plan NEP8385 Follo 248.0705 - Multi Family Four Plex Residential PID 013-506-722

DCC Bylaw No.1598, 2021

Generation Homes DP22.01

\$34,520.00 \$34,520.00 TOTAL DCCs \$8,630.00 Total DCC/unit Parks DCC \$121,00 \$484.00 Transport DCC \$2,804.00 Sewer DCC \$5,520.00 \$22,080.00 Water DCC \$740.00 DCC due Unit # Building Lot 2 Units 29-32 Multi Family Residential DCC'S PAYABLE



ENGINEERING SECURITY REPORT



Agdress: 2128 ISTHANE F	otto# 248 070	(NEW LOT 2)	IDT
Lett Block: DL: 1092 K		.71.	JP]
Applicants Name: GENERIATION AOMESP	hone:		
Utilities Required:	D/W Culvert		
Byllding permits with a construction value of: 550,000 and \$200,000 \$200,001 and \$500,000 \$500,000 and over Building moving permit / Demolition		Security Deposit: \$ 500,00 \$ 1,000,00 \$ 1,500,00 \$ 1,500,00	
Total No. S/W Panels Damaged N/A Total No.	Cracks in Curb: (VA) Pain	ted: DYes DNo	
Boulevard Trees: Condition (VA) C	aliper Size N/A	None; ⊠	
District of Invermere water curb stop any person other than District of Inverse \$100.00 for each offence, per day)	located at monety line "will	not" be turned On /Off at any tin	ne by
Please read box above before	signing.	30, 13000	
Applicant's Signature:	_ ¬	Datet	_
Date of Inspection: JUNE 23/23	Inspector:	50	
Remarks:			
The state of the s			
Depo of Final Inspection:	Inspector:		
Remarks:	Estimated Cost of De Amount Charged Refund	emages S	
	Amount Due	\$	



DISTRICT OF INVERMERE UTILITY SERVICE CONNECTION APPLICATION

						PI	
APPLICAN	IT GIEVERATION	Homes	PHONE 2	57-341-5	591 EMA	IL.	
CIVIC ADI	DRESS OF PROPERTY_	2128	15TH 1	AUF			
LOT	BLOCK		D.L 10	12	K.D PLAN	8385	
					JALE L LONG		
REGISTER	ED OWNER GRA	BRATIO	V Hon	NES			
ADDRESS							
Install New	□Pre-serviced	□Renew	□Remove	⊿ Water	Sewer	⊿Meters	□Waste/Recycle
1 5/8" x 1/4" mete	r to be pick up at Dis	trict Office \$7	74.04 R.F. Met	er (Actual cos	t of meter to	ex incl.1x 4	5 3096 16
	to be pick up at Dist			ter (Actual co		1	5 5076 76
11" meter to be	picked up at District	Office \$1,073					5
	o be picked up at Dist			ter (Actual co			\$
⊒Water Turn Or	/ Turn Off \$50.00						\$
	Recycle cart \$230.00)					5
Security Depo	sit						\$ 1500
	Water/Sewer Service						\$
ursuant to the a	ittached estimate for	m					
	on Fee (\$200.00 per i						5
	on Fee (\$200.00 per)	nepertion					5
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JSewer (Inspect)	on rec (ground pr. 1	пареснопу				Sub Balance O	Total \$ pwing \$ 4596, 16
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It is mi	utually agreed that a istaliation will compl mere water curb stop	Il works will c ly with the By located at pi Contact 250-	laws, condition	ns and regula ill not" be tur w 1198 (34) \$	ned On/Off 5100.00 for e	Balance O ctices and ma District of Inv	Total \$ 4596.16 terial and the ermere.
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It is me in District of Inverse than District of I Signature OFFICE USE ON	utually agreed that a nstallation will compl mere water curb stop nvermere employee. of Applicant:	Il works will c ly with the By located at pi Contact 250-	laws, condition operty line "w 342-9281 (Byla	il not" be tur w 1196 (34) ; ve before si	med On/Off 5100.00 for e	Balance O ctices and mai District of Inv at any time by each offence p	Total \$ 4596.16 terial and the ermere.

District of Invermere Date: 19-Jun-2023 Page: 1 Issue Date: 19-Jun-2023 Time: 1:50 pm Neighborhood Code: 532 00248 070 532111 Permit Typis Permit # Estimated Visue of Construction SQ Meters. MFD - MULTI FAMILY DWELLING PERMIT 2023029 896,311.07 Pursuant to the bylaws applicable to the District of Invermera I, being the owner or acting with the consent of the owner, hereby make application Description of Work: | CONSTRUCTION OF AN UP AND DOWN 4 PLEX (PHASE 1 - LOT 1) Unt Street # Street Name: Address/Location: 2128 15TH AVE Dist Lot Block Plan No: Section Township. Land District Legals: 1092 NEP8385 013-506-722 District Area: Zone No. of Units Proposed Use: MULTI-FAMILY RB. OWNER Name: 1345408 B.C. LTD. Phone 250 Add BOX 639 Fax Addi City INVERMERE Prov. BC Postal Code: VOA 1KO CONTRACTOR Name GENERATION HOMES Phone Add Add Fax City Prov Postal Code Date: Signature Of Applicant: Conditions: ALL CONDITIONS NOTED ON THE ATTACHED COVER LETTER ARE APPLICABLE AND TO BE COMPLIED WITH INSPECTIONS ARE REQUIRED AS OUTLINED WITH YOUR PERMIT AND IN THE BUILDING BYLAW. PLEASE DIRECT YOUR DUESTIONS TO THE BUILDING DEPARTMENT. Building Inspector, **Building Permit Application Fed** Water Application No. By CASH CHEQUE RECEIPT # GASH CHEQUE RELEIPT **Building Permit Fee Received** Sewer Application No. Date Date CASH CHEQUE RECEIPT # CASH | CHEQUE RECEIPT

Total Fees:

Description Of Rate:

INSPECTION FEE

PLAN CHECK DEPOSIT

BUILDING PERMIT FEE

PLUMBING FIXTURE FEE

GST Reg. No.: 10702 1271RT

Fees:

60.00

369.00

7,663.57

\$

-200.00

7,434.57

District of Invermere

"ON THE LAKE"

June 19, 2023

1345408 BC Ltd. PO Box 639 Invermere, BC V0A 1K0 Folio: 248.070

Re: Building Permit # 2023025 - "Multi- Family Dwelling, 4 - Plex, (Phase 1, Lot 1)

Legal: Lot 1, District Lot 1092, Plan NEP8385 Civic: 2128 – 15th Avenue, Invermere, BC

Attached is a building permit for the above titled construction. All materials and construction to comply with the 2018 BC Building and Plumbing Codes.

All materials and construction will be subject to on-site inspections at stages indicated with your building permit. A copy of this permit must be posted in a visible location on the property upon entrance to site and remain posted until the Building Inspector issues an Occupancy Permit. Also ensure that plans and/or specifications on which the permit is based are available on site. It is the owner's and/or builder's responsibility to notify the District office for the necessary inspections indicated with the building permit.

It is the owner's responsibility to ensure that their building plans conform with any prospectus, restrictive covenants or building schemes that may be registered against the title by other parties. In addition to any comments or notations that appear on your copy of the building plans, please note the following:

- Development Cost Charges have been assessed at \$ 34,520.00 and are due before a building permit can be issued;
- Development Permit 22.01 issued is applicable and to be compiled with.
- No unsafe condition shall exist, be created, or permitted;
- 4) All Construction must comply with the New Energy Efficiency requirements in housing:
- 5) All Outside Hose Taps shall incorporate hose connection vacuum breakers pursuant to section 30 of the District of Invermere Bylaw 1198. Maintenance and winterizing of these vacuum breakers are the responsibility of the owner;
- 6) Maximum Building Height is 7.5m. The height is taken from finished grade of the building to the mid point between the roof eaves and the ridge of the primary roof structure:
- Foundation Walls that will be backfilled greater than 2.3m (7.5ft) will require an engineered drawing prepared by a BC Registered Engineer with submittal to the Building Official prior to a foundation inspection;
- B) Retaining Walls forming part of the dwelling exceeding 1.5m (4.9ft) in height shall be designed, sealed, and signed by a registered British Columbia Professional Engineer and the drawing submitted to the building official prior to construction of such;
- Community Water & Sewer Systems to be installed in accordance with the District of Invermere subdivision and Servicing Bylaw 902, of Invermere office with sufficient notice;
- Occupancy of the dwelling will not be granted until water meter installation and water and sewer inspections have been approved by the District of Invermere Municipal Works Department;

continued

1345408 BC Ltd.

Building Permit Multi-Family Dwalling

- Driveways crossing an open ditch are required to have a steel corrugated culvert installed for storm water flows;
- Soil Removed or Deposited shall not cause a dust or dirt nuisance affecting any neighbouring property, highway, or right - of - way;
- 13) Storm Drainage to sanitary sewage connection is not permitted. Storm Water Management is the responsibility of the homeowner and is to be contained on site. No negative impact to the natural storm drainage course is permitted;
- 14) Whenever it is found by the "authority having jurisdiction" that work is not being performed in accordance with the BC Building or Plumbing Codes or Bylaws, a Stop Work Order may be posted, and all work will not progress other than the required remedial measurers until further notice by the "authority having jurisdiction";
- No alterations and/or revisions are permitted to the construction drawings submitted or construction on site unless proposed changes are submitted to Building Inspector for review, comment and/or approval prior.
- All materials to be disposed of from the construction site are to be disposed of at the Windermere Landfill site. Hours of operation are 9.00 a.m. to 6:00 p.m. If you require additional information, please contact the R.D.E.K. at 1-888-478-7335.

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The elevation of the basement should be higher than the sewer line abutting the property in order to achieve the minimum 2% grade. In certain situations, it is necessary for the owner to install a sewer pump in the basement of the building.

Pursuant to Section 4.5 (4) of Zoning Bylaw No. 1145, each multi-tamily dwelling requires 1.5 off-street parking spaces with minimum dimensions of 2.7 m x 8 m.

Any contractor employed during the construction of this building must have a valid Business Licence for the current year. In British Columbia, it is compulsory to hold a Trades Qualification Certificate to work in the following trades: Plumbing, Refrigeration, and Roofing (Damp and waterproofing). Sheet Metal Work, Sprinkler Fitting and Steam Fitting/Pipe Fitting.

The recipient of this Building Permit is reminded that a <u>Notice of Project</u> is required to be completed and submitted to the Workers' Compensation Board of British Columbia prior to commencing certain building projects. Contractors should contact the Workers' Compensation Board for any interpretation of regulations or procedures that have been established by this body.

1345408 BC Ltd.

Building Permit Multi-Family Dwelling

The Invermere Noise Control Bylaw No. 1117, 2002 stipulates:

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- 2) No owner or occupier of real property shall allow such real property to be used so that a noise or sound which originates from that property disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of a person in the vicinity;

The provisions of this Bylaw do not apply to:

- Construction, demolition, maintenance, repair, or excavation activities carried on between 8:00 am and 8:00 PM on Saturdays, Sundays, and Holidays;
- Construction, demolition, maintenance, repair, or excavation activities carried on between 7:00 am and 9:00PM from Monday to Friday.

All electrical/gas work is to be inspected/approved by the Electrical/Gas Inspector. Contact the Technical Safety BC to arrange for permits and inspections.

If you have any questions before or during construction, please contact the building department at the District of Invermore office (250) 342 - 9281.

Sincerely

Kim A. Leibel

Manager of Building and Protective Services

KALIKI

Lot 1, DL 216, KD Plan NEP8385 Folio 248.0705 - Mulli Family Four Plex Residential PID 013-506-722

DCC Bylaw No.1598, 2021

Generation Homes DP22.01

ш	\$484.00	\$11,216.00	\$22,080,00	3/40.00	noc que	
П		1		20.00	200	
Total DCC/unit	Parks DCC \$121.00	Transport DCC \$2,804,00	Sewer DCC 1	Water DCC \$185.00	Unit #	Multi Family Residential



ENGINEERING SECURITY REPORT





A		
Agdress: 2128 15TH AVE	Follow 248, 070	(Now Lot 1)
Lots Blocks DL: 1092		
Applicants Name: GENERATION Hemes		
Utilities Required:	DD/W Culvert DNorie	
By ilding permits with a construction value of: \$50,000 and \$200,000 \$200,001 and \$500,000 \$500,000 and over Building moving permit / Demolition		Security Deposit: 5 500.00 5.4,000.00 5 1,500.00 5 1,500.00
Total P Cymments:	No. Cracks in Curb: (N/A) Pr	ninted: OYes ANo
\rangle		
Boulevard Trees: Condition N/A	Callpar Sizer N/A	None: 🖾
Priposed Culvert Crossing: Yes No Comments: CULVENTS REQUI		ACCESS ROADS.
any person other than District of It \$100.00 for each offence, per day)	nvermere Employee, Contact (2	fill not" be turned On /Off at any time by 250) 342-9281 (Bylaw 1198 section (34)
Please read box above befo	re signing.	
Ar plicant's Signaturet	_	Date:
Page of Inspection: JUNE 23/23	Inspector:	25
Remarks:		
75-		
Date of Pinal Inspection:	Inspector:	
Remarks:	Estimated Cost of D Amount Charged Refund	Inmages \$ \$
	Amount Due	S



DISTRICT OF INVERMERE UTILITY SERVICE CONNECTION APPLICATION

SIAIC WITT	DRESS OF PROPERTY	2128	15TH AVE				
LOT	₽ BLOCK		D.L 1093	2	K.D PLAN	838	5
REGISTER	ED OWNER						
ADDRESS							
Install New	□Pre-serviced	□Renew	□Remove	⊠Water	16 augus	Meters	1 170 M
			10.00		100	200000000000000000000000000000000000000	□Waste/Recycle
5/8" x %" mete	r to be pick up at Dis	trict Office \$7	74.04 R.F. Mete	er (Actual cos	t of meter to	ex incl.) ×4	\$ 3096-16
% x % meter	to be pick up at Dist	rict Office \$	R.F. Met	er (Actual co	st of meter)		5
1" meter to be	picked up at District	Office \$1,073	.77 R.F. Meter	Actual cost	of meter)		\$
	be picked up at Dis	trict Office \$_	R.F. Me	ter (Actual c	ost of meter)		\$
	/Turn Off \$50.00						5
	Recycle cart \$230.00)					\$
Security Depos							\$ 1500
	Water/Sewer Service						\$
	ttached estimate for						
	on Fee (\$200.00 per i						5
sewer Inspectio	on Fee (\$200.00 per i	nspection)					\$
						Sub ' Balance O	Total \$ wing \$ 45 96 - 14
strict of Inverm	tually agreed that al stallation will compl nère water turb stop, wermere employée.	y with the Byl located at pro Contact 250-3	aws, condition	s and regula I not" be tur I 1198 (34) 5	ned On/Off a	District of Inve	any oursen other
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Exhibit M

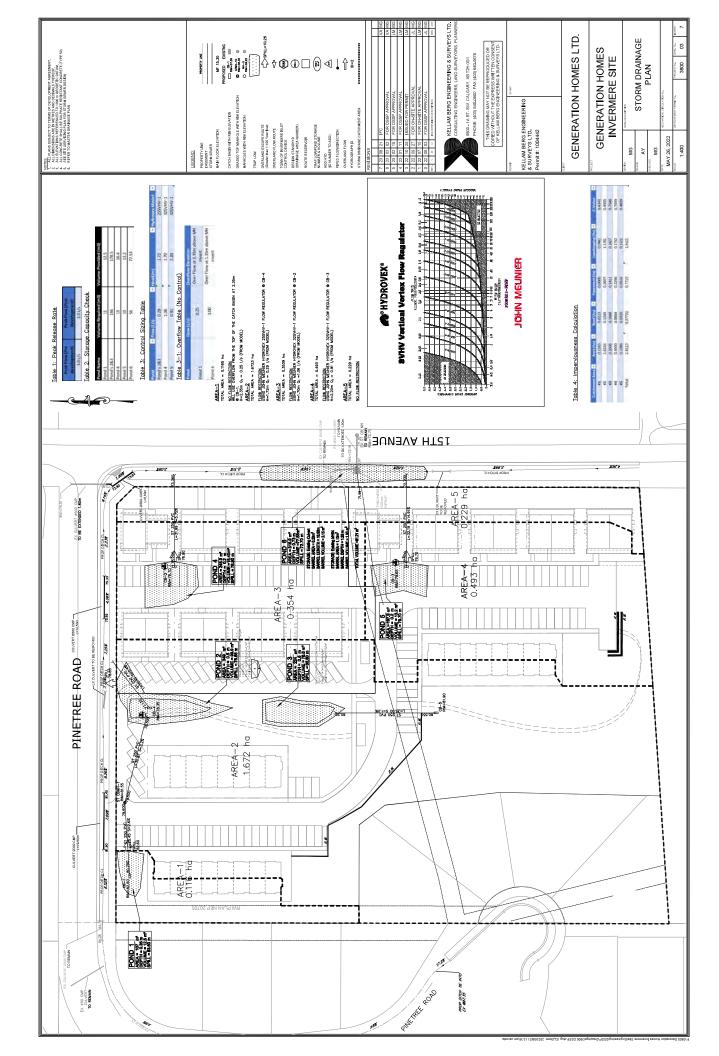


Exhibit N

East Kootenay Realty STRATA & PROPERTY MANAGEMENT DIVISION

TAIC

AGENCY AGREEMENT

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

BETWEEN:

THE OWNERS, STRATA PLAN NES TBD.

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

Pine Thee Meedius, Inverser

(hereinafter called the "Strata Corporation")

OF THE FIRST PART

AND:

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

(hereinafter called the "Agent")

OF THE SECOND PART

WHEREAS:

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

INITIALS

L AGENT STRATA

© This Agency Agreement is copyrighted by S.P.A. Strata Property Agents of B.C

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

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

Definitions

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

AGENT STRATA

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

Exclusive Appointment

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

Agent's Agreement

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

General

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

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

Financial

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

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

Trust Accounts

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

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<u>Meetings</u>

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

Strata Council

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

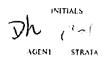
Records

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

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

Bylaws and Rules

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



Insurance

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

Maintenance and Services

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



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

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

Proceedings

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

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

Other

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

Agent's Authorization

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

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Strata Corporation's Agreement

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



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

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

No Set Off

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

Agent to Receive Instructions from Strata Council

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

Financial Statements

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

Assignment by Agent

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

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No Waiver

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

Severance

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

Successors and Assigns

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

Amendments in Writing

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

Duration and Termination

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

After Termination

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

Holdback

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

No Partnership

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

Personal Information

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

Disclosure of Conflicts

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

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

Disclosure of Payments

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

Charges for Documents

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

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

Sections, the Strata Corporation and Owners

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

Primary Client and Secondary Client

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

Conflict with Sections

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

Conflict with Owners

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

Limited Services to Secondary Client

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



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

Sections and Expenses

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

Sections Accounts

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

Joint Meetings

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

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

Annual Review Fee

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

Additional Disclosure

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

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August 2014

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SCHEDULE A

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

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AGENT STRATA

SCHEDULE B

Special Terms and Amendments

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

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

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

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ASSIGNMENT OF MANAGEMENT CONTRACT

Further to the Agency Agreement da	ted the 31st day	v of Mav. 2022
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BETWEEN:

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

AND

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

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

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

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