# 1345408 B.C. LTD.

# **CONSOLIDATED DISCLOSURE STATEMENT**

# Pinetree Valley Development - Pinetree Meadows

	February 14, 2025
DATE OF DISCLOSURE STATEMENT:	June 30, 2022
DATE OF ANY PRIOR AMENDMENTS:	July 09, 2022, June 30, 2023, October 25, 2023, March 15, 2024, March 29, 2024, June 28, 2024, and February 14, 2025
DEVELOPER:	1345408 B.C. Ltd. (the "Developer")
ADDRESS FOR SERVICE:	Box 639, 1309 – 7 <sup>th</sup> Ave, Invermere, BC V0A 1K0
BUSINESS ADDRESS:	4091 Johnston Road, Invermere, BC V0A 1K4
REAL ESTATE BROKER:	The Developer intends to use its own employees to market the strata lots. The employees are not licensed under the <i>Real Estate Services Act</i> and are not acting on behalf of the purchaser.
neither the Superintendent, nor any oth British Columbia, has determined the m Statement, or whether the Disclosure St otherwise fails to comply with the requi	ed with the Superintendent of Real Estate, but er authority of the government of the Province of erits of any statement contained in the Disclosure atement contains a misrepresentation or rements of the Real Estate Development Marketing per to disclose plainly all material facts, without
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#### RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail to

- (a) the developer at the address shown in the disclosure statement received by the purchaser,
- (b) the developer at the address shown in the purchaser's purchase agreement,
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

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# List of Exhibits

EXHIBIT	DESCRIPTION
A2	DELETED - Proposed Strata Phasing Plan
B7	Strata Plan EPS8541 Phase 1 to Phase 6; and Proposed Phases 7 and 8 Strata Plans
C6	Architectural Designs for Phases 1 – 6; and Architectural Designs for Proposed Phases 7-8
D4	Form P – Amended Form P – Phased Strata Plan Declaration
E7	Filed Form V – Schedule of Unit Entitlement Phase 1-6; and draft Form V – Schedule of Unit Entitlement Phases 1-8
F1	Filed Strata Corporation Bylaws
G7	Strata Corporation Budget and Monthly Fees Phase 1-4; Interim Strata Corporation Budget and Monthly Fees Phases 1-8; and Proposed Monthly Fees Phases 3-8
Н	DELETED - Covenant in Favour of the District of Invermere
I	Development Permit No.22.01
J7	Purchase Agreement for Pre-Title and Post-Title strata lots
К3	Encumbrances
L1	Phases 1-8 Building Permits
M	Storm Drainage Plan
N	Strata Management Contract and the Assignment of the Strata Management Contract

# 1. The Developer

- 1.1 1345408 B.C. Ltd. was incorporated in British Columbia on January 31, 2022, under the incorporation number BC1345408.
- 1.2 The Developer was incorporated specifically for the purpose of developing the strata lots and has assets other than the development property itself.
- 1.3 The address of the registered and records office for the Developer is Box 639,  $1309 7^{th}$  Avenue, Invermere, BC V0A 1K0.
- 1.4 The directors of the Developer are:
  - a) Christine Scott; and
  - b) Max Graham.
- 1.5 The directors of the Developer have the following experience in the development industry:
  - a) Christine Scott is an experienced builder who has been building townhouse developments in Red Deer with Avalon Central Alberta since 1997, in Calgary with Avalon Master Builder since the early 2000's, and in Invermere with Generation Homes since 2020. Christine recently worked with BC Housing to develop 30 homes in the Farmhouse development in downtown Invermere.
    - Max D. Graham, CPA, CA, MBA is the financial lead for the development. Max has over 10 years of experience in real estate, starting with Deloitte LLP where he obtained the Chartered Accountant designation. This experience was followed by 7 years at two national real estate investment trusts where he is currently a senior leader. Max is skilled in the areas of accounting, finance, budgeting and forecasting, and the fundamentals of the real estate cycle.
  - b) Neither the Developer, nor any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the ten years before the date of the Developer's declaration attached to the disclosure statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
  - c) Neither the Developer nor any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to the disclosure statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.

- d) No director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five years prior to the date of the Developer's declaration attached to the disclosure statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer
  - (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
  - (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.
- 1.6 There are no existing or potential conflicts of interest among the developer, manager, any directors, officers and principal holders of the developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the developer, manager or holders of the development units in connection with the development which could reasonably be expected to affect the purchaser's purchase decision.

# 2. General Description

# 2.1 General Description of the Development

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

The Developer registered Phase 1 of the strata plan on October 06, 2023, creating Strata Lots 1 to 4 and Strata Corporation EPS8541. The Developer registered Phase 2 of the strata plan on February 12, 2024, creating Strata Lots 5 to 8. The Developer registered Phase 3 and Phase 4 of the strata plan on June 20, 2024, creating Strata Lots 9 to 16. The Developer registered Phase 5 and Phase 6 of the strata plan on February 04, 2025, creating Strata Lots 17 to 24. A copy of the registered Phase 1 to 6 strata plan under Strata Plan EPS8541 is attached as part of **Exhibit B7**.

The Developer has commenced construction of Phases 7 and 8 of the Development, being Strata Lots 25 to 32. A draft proposed strata plan for Phases 7 and 8 is attached as part of **Exhibit B7**. The draft strata plan and dimensions shown are approximates only and there may be minor changes or alterations made during the construction of the Development. The architectural designs for the Phase 1 to Phase 6 strata lots and the proposed architectural designs for the Phases 7 and 8 strata lots are attached as **Exhibit C6** to the Disclosure Statement.

The Developer has sold all the strata lots in Phase 1, Phase 2, and Phase 4. Under this Disclosure Statement, the Developer is currently marketing strata lots in Phases 3, 5, 6, 7, and 8.

As of February 14, 2025, the Developer has completed the construction of Phases 1 to 5 of the Development. The Developer has commenced construction of Phases 6, 7, and 8 of the Development.

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

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

#### 2.2 Permitted Use

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

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

The District of Invermere zoning bylaws can be found on the district's website, www.invermere.net.

The consolidated zoning bylaw can be found here: <a href="https://invermere.civicweb.net/filepro/documents/20334/?preview=20335">https://invermere.civicweb.net/filepro/documents/20334/?preview=20335</a>.

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

# 2.3 Phasing

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

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

Under this Disclosure Statement, the Developer is currently marketing strata lots in Phases 3, 5, 6, 7, and 8.

The Developer has amended the Form P – Phased Strata Plan Declaration. A copy of the amended Form P, submitted to the Land Title Office for registration on June 20, 2024, is attached as **Exhibit D4**. In accordance with the amended Form P, the Developer has constructed the strata lots in Phase 1, Phase 2, Phase 3, Phase 4, and Phase 5. The Developer has commenced construction of Phases 6, 7, and 8. The Developer has elected to proceed with all the subsequent phases of the Development.

Circumstances may arise in the future where the Developer must request the assistance of the

strata corporation to vote in favour of certain amendments to the Form P - Phased Strata Plan Declaration with respect to the order of the phases, the number of strata lots in each phase, construction schedules, unit entitlement of the strata lots, and the phase boundaries. The contract of purchase and sale provides that the Purchaser agrees to vote in favour of any resolution requested by the Developer to be placed on an agenda for a special or annual general meeting including, but not limited to, those that deal with amendments to the Form P - Declaration of Phased Strata Plan in respect of the order of the phases, the number of strata lots in each phase, construction schedules, unit entitlement of the strata lots, and the phase boundaries. The Purchaser further agrees, if requested by the Developer, to deliver to the Developer in advance of such meeting, its written proxy so the Developer may exercise such votes on the Purchaser's behalf. In the absence of such a proxy, the Vendor may present the contract of purchase and sale to the meeting as evidence of the Purchaser's proxy in favour of the Developer and the Developer's unfettered discretion to exercise the Purchaser's proxy on these matters.

#### 3. Strata Information

# 3.1 Unit Entitlement

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

The Form V – Schedule of Unit Entitlement for Strata Lots 1 to 4 was filed at the Land Title Office under CB936756. The Form V – Schedule of Unit Entitlement for Strata Lots 5 to 8 was filed at the Land Title Office under CB1159388. The Form V – Schedule of Unit Entitlement for Strata Lots 9 to 12 was filed at the Land Title Office under CB1390146. The Form V – Schedule of Unit Entitlement for Strata Lots 13 to 16 was filed at the Land Title Office under CB1390151. The Form V – Schedule of Unit Entitlement for Strata Lots 17 to 20 was filed at the Land Title Office under CB1853497. The Form V – Schedule of Unit Entitlement for Strata Lots 21 to 24 was filed at the Land Title Office under CB1853502. Copies of the Form V – Schedules of Unit Entitlement for Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, and Phase 6 are attached to this Disclosure Statement as part of **Exhibit E7**. A draft of the proposed Form V – Schedule for Unit Entitlement for all strata lots in the Development is attached as part of **Exhibit E7**.

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

# 3.2 Voting Rights

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

#### 3.3 Common Property and Facilities

The roadways, exterior grounds and surfaces, mechanical areas, and garbage facilities in the Development as shown on Strata Plan EPS8541 Phase 1 to Phase 6, and the Proposed Phases 7 and 8 Strata Plan attached as **Exhibit B7** are common property of the Development.

The Developer has constructed a storm water drainage system on the Parent Parcel. It is intended that a storm water drainage system as shown on the Storm Drainage Plan attached as **Exhibit M** will be part of the common property of the Development. The strata corporation and strata lot

owners will be responsible for the maintenance and repair of the storm water drainage system pursuant to the section 219 Covenant registered in the Land Title office under CB924745.

# 3.4 Limited Common Property

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

Each strata lot will have:

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

Strata Lots 5, 6, 7, 8, 9, 11, 13, 15, 17, 19, 21, and 23 also have a deck or a balcony attached to the strata lot as limited common property for the sole use of the strata lot owner.

The limited common property areas for Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, and Phase 6 are set out as limited common property in Strata Plan EPS8541 Phase 1 to Phase 6 as part of **Exhibit B7**.

The proposed limited common property areas for Phases 7 and 8 are set out in the Proposed Phases 7 and 8 Strata Plans as part of **Exhibit B7**.

The Developer may add a balcony or deck to strata lots in Phases 7 and 8. If the Developer decides to add balconies or decks to the strata lots in Phases 7 and 8, then each balcony will be designated as limited common property for the sole use of that strata lot owner.

#### 3.5 Bylaws

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

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

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

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

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;

- (c) up to 2 caged birds;
- (d) up to 2 dogs;
- (e) up to 2 cats.

# 3.6 Parking

Phase 1 to 6 – each strata lot will have one uncovered parking stall in the location indicated on Strata Plan EPS8541 Phase 1 to Phase 6 attached as part of **Exhibit B7**.

Phases 7 and 8 – each strata lot will have one uncovered parking stall in the location indicated on the Proposed Phases 7 and 8 Strata Plans attached as part of **Exhibit B7**.

# 3.7 Furnishings and Equipment

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

# 3.8 Budget

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

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

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

#### Approved Strata Corporation Budget

The Strata Corporation's budget approved at the first annual general meeting held on March 28, 2024, is attached as part of **Exhibit G7**. Included is a Schedule showing how the budget will be allocated amongst the individual strata lot owners.

#### **Interim Strata Corporation Budget**

Based on the approved budget found in **Exhibit G7**, the Developer has prepared an Interim Strata Corporation Budget inclusive of the strata lots in Phases 1 to 8. A copy of the Interim Strata Corporation Budget inclusive of the strata lots in Phases 1 to 8, and a Schedule showing how the Interim Budget is allocated amongst the individual strata lot owners is attached as part of **Exhibit G7**.

# **Upcoming Strata Corporation AGM**

The Strata Corporation is planning to hold its annual general meeting in March 2025. Attached as part of **Exhibit G7** is the proposed monthly fees inclusive of Phases 3 to 8 that the Strata Corporation's council will be voting to approve for the annual general meeting. If approved, this

proposed monthly fees inclusive of Phases 3 to 8 will be presented at the March 2025 Strata Corporation annual general meeting. The Developer makes no guarantees that the proposed monthly fees will be approved or accepted.

#### 3.9 Utilities and Services

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

# 3.10 Strata Management Contracts

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

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

# 3.11 Insurance

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

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

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

# 4. Title and Legal Matters

# 4.1 Legal Description

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

PID: 032-005-121

Legal: Lot A District Lot 1092 Kootenay District Plan EPP120443

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

PID: [ ... ]

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

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

PID: 032-005-121

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

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

PID: [ ... ]

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

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

PID: 032-005-121

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

The Developer registered Phase 3 and Phase 4 of the strata plan, and created 8 new strata lots with the following legal description:

PID: [ ... ]

Legal: Strata Lot [9-16] District Lot 1092 Kootenay District Strata Plan EPS8541 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V

Following the registration of the Phase 3 and Phase 4 strata plan, the remainder of the lands over which Phases 5 to 8 were to be registered had the following legal description:

PID: 032-005-121

Legal: Lot A District Lot 1092 Kootenay District Plan EPP120443 except Phase 1 to Phase 4 Strata Plan EPS8541

The Developer registered Phase 5 and Phase 6 of the strata plan, and created 8 new strata lots with the following legal description:

PID: [ ... ]

Legal: Strata Lot [17-24] District Lot 1092 Kootenay District Strata Plan EPS8541 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V

Following the registration of the Phase 5 and Phase 6 strata plan, the remainder of the lands over which Phases 7 to 8 are to be registered has the following legal description:

PID: 032-005-121

Legal: Lot A District Lot 1092 Kootenay District Plan EPP120443 except Strata Plan EPS8541 (Phases 1-6)

(the "Remainder Lot")

# 4.2 Ownership

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

# 4.3 Existing Encumbrances and Legal Notations

As of February 14, 2025, titles to:

- Strata Lot 10 (representative of the strata lots in Phase 3);
- Strata Lot 19 (representative of the strata lots in Phase 5);
- Strata Lot 22 (representative of the strata lots in Phase 6);
- the Strata Common Property; and
- the Remainder Lot;

show the following Charges, Liens and Interests, that are all "Permitted Encumbrances" for the purposes of the contract of purchase and sale attached as **Exhibit J7**.

Please note that Strata Lot 10, Strata Lot 19, and Strata Lot 22 are representatives of the strata lots in Phase 3, Phase 5, and Phase 6, respectively. Titles for the strata lots in Phases 7 and 8 will be created from the Remainder Lot. The Remainder Lot is a representative of the strata lots in Phases 7 and 8. Strata Lot titles for Phases 7 and 8 can expect to have the Charges, Liens and Interests marked below with an "X" against title to the Remainder Lot as Permitted Encumbrances.

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

An "X" beside each legal notation or charge denotes whether that legal notation or charge is registered against title for the Strata Common Property, Strata Lot 10, Strata Lot 19, Strata Lot 22, or the Remainder Lot.

Legal Notation	Strata Common Property	Strata Lot 10	Strata Lot 19	Strata Lot 22	Remainder Lot
Easement CB924742	X	X	X	X	Х

Phased Strata Plan Declaration (Form P) CB936755	X	X	X	X	Х
Easement CB979726	X	X	Х	Х	X
Amended Phased Strata Plan Declaration (Form P) CB1389317	X	X	X	X	Х

Charges, Liens, and Interests	Strata Common Property	Strata Lot 10	Strata Lot 19	Strata Lot 22	Remainder Lot
Covenant CA1641649	X	X	X	Х	X
Statutory Right of Way CB155429	X	X	X	Х	X
Statutory Right of Way CB155430	Х	X	X	Х	X
Easement CB924743	Х	Х	X	Х	X
Covenant CB924745	Х	X	X	X	X
Easement CB979726	Х				

# **Legal Notations**:

(a) Easement CB924742: This reciprocal access easement, registered on September 29, 2023, grants the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times for the owners of the strata lots in Phase 1 to Phase 6, the Strata Common Property, and the Remainder Lot to enter upon, go across, pass over and repass over, within, upon and along the access road

and walkways on Lot B District Lot 1092 Kootenay District Plan EPP120443. The owners of the strata lots in Phase 1 to Phase 6, the Strata Common Property, and the Remainder Lot owner may, at their own expense, conduct reasonable repairs and maintenance of the access road and walkways on Lot B District Lot 1092 Kootenay District Plan EPP120443.

- (b) *Phased Strata Plan Declaration (Form P) CB936755*: Filed October 06, 2023.
- (c) Easement CB979726: This reciprocal access easement, registered on October 23, 2023, grants to the owner of the Remainder Lot and the owners of the strata lots in Phase 2 to Phase 6, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times to enter upon, go across, pass over and repass over, within, upon and along the access road and walkways on the Strata Common Property to access any part of the Remainder Lot through the Strata Common Property. The rights of passage are restricted to the access road and walkways on the Strata Common Property. The owner of the Remainder Lot may, at its own expense, conduct reasonable repairs and maintenance of the roads and walkways on the Strata Common Property.
- (d) Amended Phased Strata Plan Declaration (Form P) CB1389317: Filed June 20, 2024.

# **Charges, Liens and Interests:**

- (a) *Covenant CA1641649:* This Covenant, registered on July 05, 2010, is in favour of the District of Invermere and establishes that no building shall be constructed on the Lands with a height exceeding 7.5 metres.
- (b) Statutory Right of Way CB155429: This Statutory Right of Way, registered on August 16, 2022, is in favour of British Columbia Hydro and Power Authority and establishes a right of way that enables British Columbia Hydro and Power Authority to construct, operate, and maintain the infrastructure required for the distribution of electricity.
- (c) Statutory Right of Way CB155430: This Statutory Right of Way, registered on August 16, 2022, is in favour of Telus Communications Inc. and establishes a right of way that enables Telus Communications Inc. to construct, operate, and maintain the infrastructure required for telecommunications and data transmission.
- (d) Easement CB924743: This reciprocal access easement, registered on September 29, 2023, grants the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times for the owner of Lot B District Lot 1092 Kootenay District Plan EPP120443 to enter upon, go across, pass over and repass over, within, upon and along the access road and walkways on the strata lots in Phase 1 to Phase 6, the Strata Common Property, and the Remainder Lot. The owner of Lot B District Lot 1092 Kootenay District Plan EPP120443 may, at its own expense, conduct reasonable repairs and maintenance of the access road and walkways on the strata lots in Phase 1 to Phase 6, the Strata Common Property, and the Remainder Lot.
- (e) *Covenant CB924745*: This section 219 Covenant, registered on September 29, 2023, is in favour of the District of Invermere and requires that the owners of the strata lots in Phase 1 to Phase 6, the Strata Common Property, and the Reminder Lot to build and maintain a storm water drainage system on Lot A District Lot 1092

Kootenay District Plan EPP120443 (the Parent Parcel), to carry out any reconstruction and repair of the storm water drainage system, and to carry out all inspections, maintenance, repairs, renewals, and replacement of the storm water drainage system in a good and workmanlike manner.

(f) Easement CB979726: This reciprocal access easement, registered on October 23, 2023, grants to the owner of the Remainder Lot and the owners of the strata lots in Phase 2 to Phase 6, the non-exclusive, full, free and uninterrupted right, license, liberty, privilege, easement, and right of way at all times to enter upon, go across, pass over and repass over, within, upon and along the access road and walkways on the Strata Common Property to access any part of the Remainder Lot through the Strata Common Property. The rights of passage are restricted to the access road and walkways on the Strata Common Property. The owner of the Remainder Lot may, at its own expense, conduct reasonable repairs and maintenance of the roads and walkways on the Strata Common Property.

Copies of the encumbrances registered at the Land Title Office are attached to as Exhibit K3.

# **4.4 Proposed Encumbrances**

The Developer may register further easements, covenants or rights of way as are necessary to meet the requirements of local government authorities or utility service providers. Any such encumbrance (in addition to the encumbrances described above in section 4.3) shall be a Permitted Encumbrance for the purposes of the contract of purchase and sale attached as **Exhibit J7** and purchasers shall take title to the strata lot subject to such encumbrance.

# 4.5 Outstanding or Contingent Litigation or Liabilities

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

#### **4.6 Environmental Matters**

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

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

# 5. Construction and Warranties

# **5.1 Construction Dates**

For the purposes of this section:

"commencement of construction" means the date of commencement of excavation in respect of construction of an improvement that will become part of a development unit within the development property, and where there is no excavation it means the date of commencement of construction of an improvement that will become part of a development unit within the development property; "completion of construction" means the first date that a development unit within the development property may be lawfully occupied, even if such occupancy has been authorized on a provisional or conditional basis; and

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

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

More generally, the estimated date ranges are as follows:

- (a) Phase 1: the Developer has completed construction.
- (b) Phase 2: the Developer has completed construction.
- (c) Phase 3: the Developer has completed construction.
- (d) Phase 4: the Developer has completed construction.
- (e) Phase 5: the Developer has completed construction.
- (f) Phase 6: the developer has commenced construction, and the estimated date range to complete construction is between March 1, 2025, and May 31, 2025.
- (g) Phase 7: the developer has commenced construction, and the estimated date range to complete construction is between July 1, 2025, and September 30, 2025.
- (h) Phase 8: the developer has commenced construction, and the estimated date range to complete construction is between September 01, 2025, and November 30, 2025.

# 5.2 Warranties

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

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

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

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

# 5.3 Previously Occupied Building

This section is not applicable.

# 6. Approvals and Finances

# 6.1 Development Approval

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

The Approving Officer approved the Form P – Phased Strata Plan Declaration on September 28, 2023, which was filed at the Land Title Office on October 06, 2023, under CB936755. The Approving Officer approved an amended Form P - Phased Strata Plan Declaration which was filed at the Land Title Office on June 20, 2024, under CB1389317.

The Developer has obtained building permits issued by the District of Invermere for Phases 1 to 8. The building permits for Phase 1 to Phase 8 are attached as **Exhibit L1**.

# **6.2 Construction Financing**

The Developer has its own sufficient funds to finance the construction and completion of Phase 1 to Phase 8, including the installation of all utilities and other services associated with such Phase 1 to Phase 8.

#### 7. Miscellaneous

# 7.1 Deposits

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

#### 7.2 Purchase Agreement

The Developer will use the forms of purchase agreement substantially in the form attached to this Disclosure Statement as **Exhibit J7** (the "Agreement"), subject to any changes agreed to between the Developer and the purchaser.

**Exhibit J7** contains the form of purchase agreement to be used for Post-Title Sales and Pre-Title Sales.

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

# **Pre-Title Purchase Agreements**

# 7.2.1 Termination Provisions:

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

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

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

# Paragraph 29 of Schedule A provides:

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

- a. the purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
- b. if an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12- month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
- c. the amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
- d. all deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

# 7.2.2 Extension Provisions:

The Schedule provides in subparagraph 1(d) that the Completion Date may be delayed if the strata lot is not yet complete. Paragraph 1(e) allows the Developer to extend the Completion Date on account of construction delays or at the Developer's discretion in the event that the strata lot is not ready to be occupied. The Purchaser has no ability to refuse any such extension.

Pursuant to subparagraph 1(f) of the Schedule, if the Purchaser wishes to extend for any reason, then the Developer may arbitrarily withhold its consent to such an extension.

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

# 7.2.3 Assignment Provisions:

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

# 17. Assignment:

- a. The Purchaser shall not directly or indirectly assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the absolute discretion of the Vendor.
- b. Without the Vendor's prior consent, any assignment of this purchase agreement is prohibited.
- c. An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
- d. Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.
- e. Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
  - i. the party's identity;
  - ii. the party's contact and business information;
  - iii. the terms of the assignment agreement.
- f. Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

- g. The Vendor will not disclose the assignment information to any party without the written consent of the Assignor and the Assignee, except as prescribed by section 20.5 of the *Real Estate Development and Marketing Act*, namely:
  - i. for the purposes of administering or enforcing the Real Estate Development Marketing Act, a taxation Act, the Home Owner Grant Act, or the Land Deferment Act;
  - ii. in court proceedings related to the Acts referred to in subparagraph (i);
  - iii. under an agreement that: is between the government and another government, relates to the administration or enforcement of tax enactments, and provides for the disclosure of information and records to and the exchange of similar information and records with that other government;
  - iv. for the purpose of the compilation of statistical information by the government or the government of Canada; or
  - v. to the British Columbia Assessment Authority.
- h. After the Vendor consents to any assignment of the Purchaser's rights under this Agreement, the Vendor will be required to:
  - i. collect a copy of the written and fully executed assignment agreement and keep that copy for 6 years following the date on which the strata plan is deposited;
  - ii. file with the administrator designated by the *Property Transfer Tax Act* (the "Administrator") all of the assignment information; and
  - iii. file any additional information or records requested by the Administrator in order to verify the assignment information; and

the Assignor and Assignee agree that they will provide and deliver any such materials to the Vendor upon its written request.

#### 7.2.4 Deposit Interest Provisions

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

# 7.2.5 Other Provisions of the Agreement

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

8. <u>Strata Lot Plans</u>: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as **Exhibit B7** to the Disclosure Statement, and the proposed architectural designs attached as **Exhibit C6** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans and architectural designs, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser.

- 9. <u>Variation in Square Footage</u>: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by 5% without compensation to the Purchaser. If the Strata Lot varies by more than 5% to the disadvantage of the Purchaser, then the Vendor agrees to reduce the price of the Strata Lot by a percentage which is equal to the percentage by which the area of the Strata Lot as shown on the registered strata plan exceeds 5% less than as shown in **Exhibit B7** to the Disclosure Statement. For greater clarity, there will be no adjustment made in respect of the first 5% of square footage variance, but only in respect of that portion of the strata lot which varies to the disadvantage of the Purchaser by more than 5%.
- 14. <u>Civic Address</u>: The civic address and strata lot numbers relating to the Strata Lot are subject to change at the discretion of the Vendor without compensation to the Purchaser. If the Strata Lot numbering varies from that set out in **Exhibit B7** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
- 18. <u>No Resale Prior to Completion</u>: The Purchaser shall not advertise or offer the Strata Lot for sale, nor enter into any agreement for the sale of the Strata Lot prior to the date that is 1 year after the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor.
- 21. <u>Voting on Certain Resolutions</u>: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting including, but not limited to, those that deal with amendments to the Form P Declaration of Phased Strata Plan in respect of the order of the phases, the number of strata lots in each phase, construction schedules, unit entitlement of the strata lots, and the phase boundaries. The Purchaser further agrees, if requested by the Vendor, to deliver to the Vendor in advance of such meeting its written proxy so the Vendor may exercise such votes on the Purchaser's behalf. In the absence of such a proxy, the Vendor may present this Agreement to the meeting as evidence of the Purchaser's proxy in favour of the Vendor and the Vendor's unfettered discretion to exercise the Purchaser's proxy on these matters.

# 25. Privacy Consent:

- (a) The Purchaser consents to the collection, use, and disclosure of personal information contained in this Agreement and otherwise as collected by or on behalf of the Vendor and its agents, affiliates, and service providers for the following purposes:
  - i. to complete the transaction contemplated by this Agreement;
  - ii. to engage in business transactions included in securing financing for the construction of the development;
  - iii. to provide ongoing products and services to the Purchasers;
  - iv. to market, sell, provide and inform the Purchasers of the Vendor's products and services, including information about future projects;
  - v. as required by law; and
  - vi. for additional purposes identified when or before the information is collected.

- (b) The Purchaser consents to the collection, use, and disclosure of the information to agents, contractors, and service providers of the Vendor and its affiliates in connection with the above purposes. Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to for the collection, use, and disclosure of for the purposes of subsections 25(a)(iii) and 25(a)(iv) at any time by contacting the Vendor at the address set out above.
- 30. Ongoing Development: The Purchaser acknowledges and accepts that the Strata Lot is part of an ongoing phased development and that further units will be constructed adjacent to the Strata Lot, with attendant construction noise, dust, dirt tracks on roadways, and coming and going of vehicular traffic association with the construction of the Development. The Purchaser also acknowledges and accepts that construction of the strata common facilities, such as the roadways, will be ongoing throughout the course of the construction of the Development, with attendant construction noise, dust, temporary roadway closures or detours, and the coming and going of vehicular traffic associated with the construction of the strata common facilities. The Purchaser hereby waives all claims it may have now or in the future against the Vendor, and its successors and assigns relating to the ongoing development and the inconveniences attendant to it.

# **Post-Title Purchase Agreements**

#### 7.2.1 Termination Provisions:

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

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

# Paragraph 29 of Schedule A provides:

- 29. Rescission Rights if Building Permit not Yet Issued: If the Purchaser has received a Disclosure Statement for a strata lot that states that a building permit for the strata lot has not yet been issued, then the Purchaser and Vendor agree that:
  - a. the purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
  - b. if an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12- month period until the required amendment is received by the purchaser, at which time the purchaser may

cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;

- c. the amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
- d. all deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.

# 7.2.2 Extension Provisions:

The Schedule provides in subparagraph 1(c) that the Completion Date may be delayed if the strata lot is not yet complete. Paragraphs 1(d) and 1(e) allows the Developer to extend the Completion Date on account of construction delays or at the Developer's discretion in the event that the strata lot is not ready to be occupied for reasons beyond the Developer's control. The Purchaser has no ability to refuse any such extension. Pursuant to subparagraph 1(f) of the Schedule, if the Purchaser wishes to extend for any reason, then the Developer shall not be required to consent to such an extension.

#### 7.2.3 Assignment Provisions:

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

#### 17. Assignment:

- a. The Purchaser shall not directly or indirectly assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the absolute discretion of the Vendor.
- b. Without the Vendor's prior consent, any assignment of this purchase agreement is prohibited.
- c. An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
- d. Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.

- e. Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
  - i. the party's identity;
  - ii. the party's contact and business information;
  - iii. the terms of the assignment agreement.
- f. Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.
- g. The Vendor will not disclose the assignment information to any party without the written consent of the Assignor and the Assignee, except as prescribed by section 20.5 of the *Real Estate Development and Marketing Act*, namely:
  - i. for the purposes of administering or enforcing the Real Estate Development Marketing Act, a taxation Act, the Home Owner Grant Act, or the Land Deferment Act;
  - ii. in court proceedings related to the Acts referred to in subparagraph (i);
  - iii. under an agreement that: is between the government and another government, relates to the administration or enforcement of tax enactments, and provides for the disclosure of information and records to and the exchange of similar information and records with that other government;
  - iv. for the purpose of the compilation of statistical information by the government or the government of Canada; or
  - v. to the British Columbia Assessment Authority.
- h. After the Vendor consents to any assignment of the Purchaser's rights under this Agreement, the Vendor will be required to:
  - i. collect a copy of the written and fully executed assignment agreement and keep that copy for 6 years following the date on which the strata plan is deposited;
  - ii. file with the administrator designated by the *Property Transfer Tax Act* (the "Administrator") all of the assignment information; and
  - iii. file any additional information or records requested by the Administrator in order to verify the assignment information; and

the Assignor and Assignee agree that they will provide and deliver any such materials to the Vendor upon its written request.

# 7.2.4 Deposit Interest Provisions

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

#### 7.2.5 Other Provisions of the Agreement

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

- 8. <u>Strata Lot Plans</u>: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as **Exhibit B7** to the Disclosure Statement, and the proposed architectural designs attached as **Exhibit C6** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans and architectural designs, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser.
- 9. <u>Variation in Square Footage</u>: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by 5% without compensation to the Purchaser. If the Strata Lot varies by more than 5% to the disadvantage of the Purchaser, then the Vendor agrees to reduce the price of the Strata Lot by a percentage which is equal to the percentage by which the area of the Strata Lot as shown on the registered strata plan exceeds 5% less than as shown in **Exhibit B7** to the Disclosure Statement. For greater clarity, there will be no adjustment made in respect of the first 5% of square footage variance, but only in respect of that portion of the strata lot which varies to the disadvantage of the Purchaser by more than 5%.
- 14. <u>Civic Address:</u> The civic address and strata lot numbers relating to the Strata Lot are subject to change at the discretion of the Vendor without compensation to the Purchaser. If the Strata Lot numbering varies from that set out in **Exhibit B7** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
- 18. <u>No Resale Prior to Completion</u>: The Purchaser shall not advertise or offer the Strata Lot for sale, nor enter into any agreement for the sale of the Strata Lot prior to the date that is 1 year after the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor.
- 21. <u>Voting on Certain Resolutions</u>: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting including, but not limited to, those that deal with amendments to the Form P Declaration of Phased Strata Plan in respect of the order of the phases, the number of strata lots in each phase, construction schedules, unit entitlement of the strata lots, and the phase boundaries. The Purchaser further agrees, if requested by the Vendor, to deliver to the Vendor in advance of such meeting its written proxy so the Vendor may exercise such votes on the Purchaser's behalf. In the absence of such a proxy, the Vendor may present this Agreement to the meeting as evidence of the Purchaser's proxy in favour of the Vendor and the Vendor's unfettered discretion to exercise the Purchaser's proxy on these matters.

# 25. Privacy Consent:

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

Purchasers are recommended to carefully review the entirety of **Exhibit J7** in addition to what is outlined above.

#### 7.3 Developer's Commitments

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

# 7.4 Other Material Facts

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

# **Signatures**

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

# **DECLARATION:**

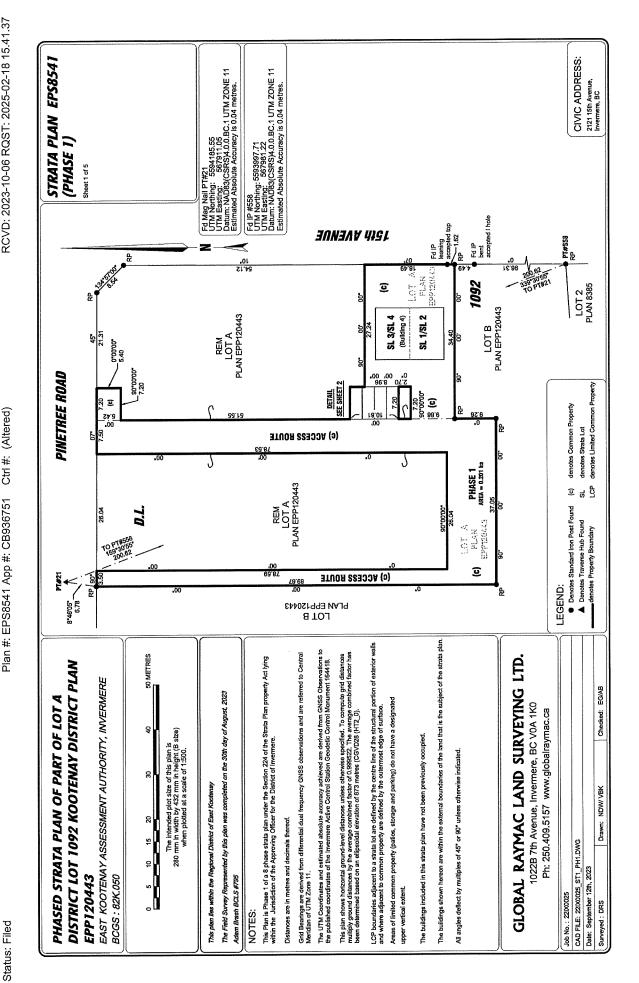
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the Real Estate Development Marketing Act of British Columbia, as of February 14, 2025.

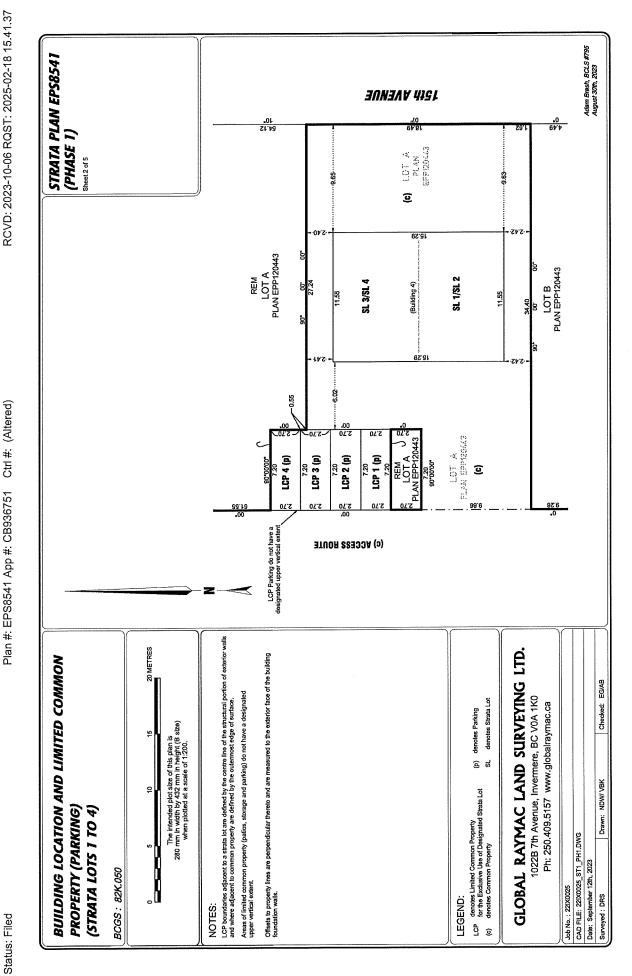
1345408 B.C. Ltd. by its authorized signatory:
Christine Scott
Director: Christine Scott
 Director: Max Graham
Director, wax Granani

# Exhibit A2 Deleted

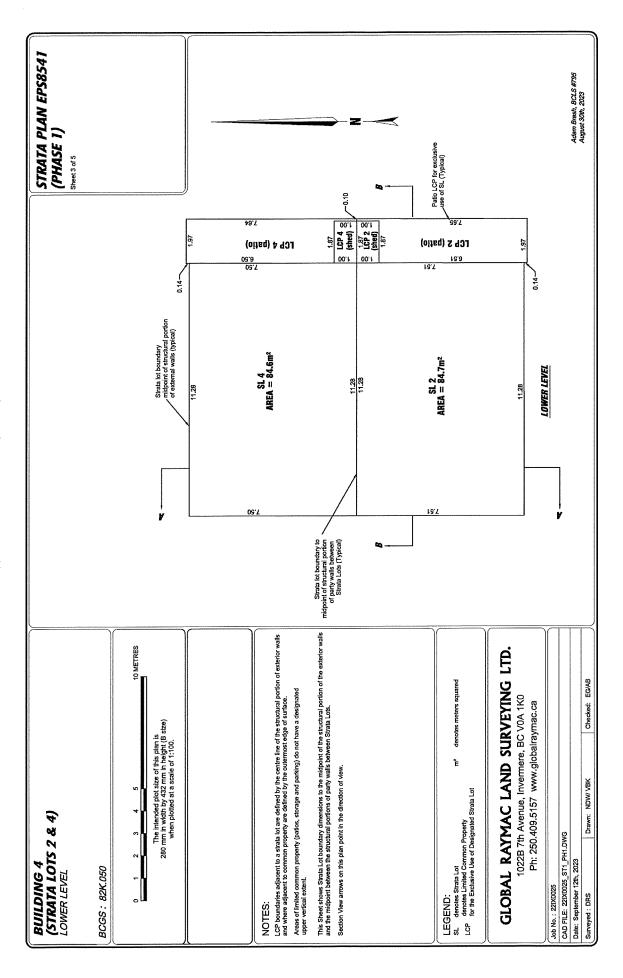
# Exhibit B7

# Strata Plan EPS8541 Phase 1 to Phase 6

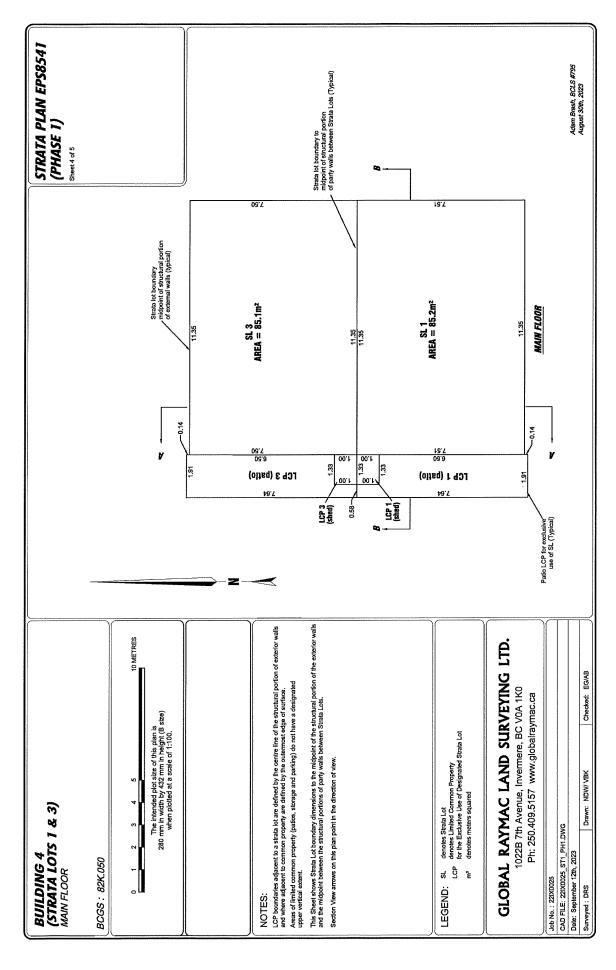


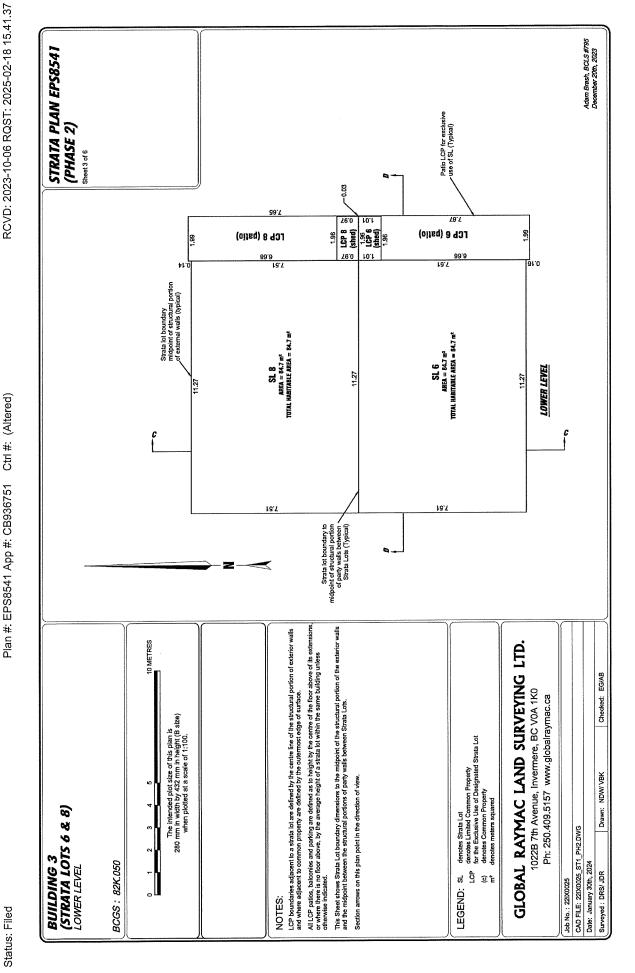


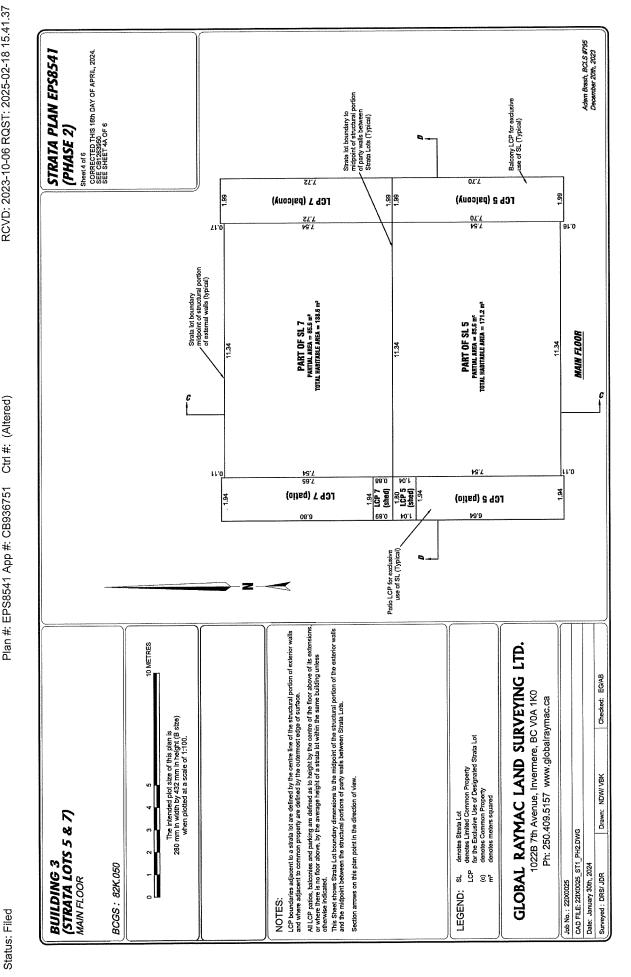
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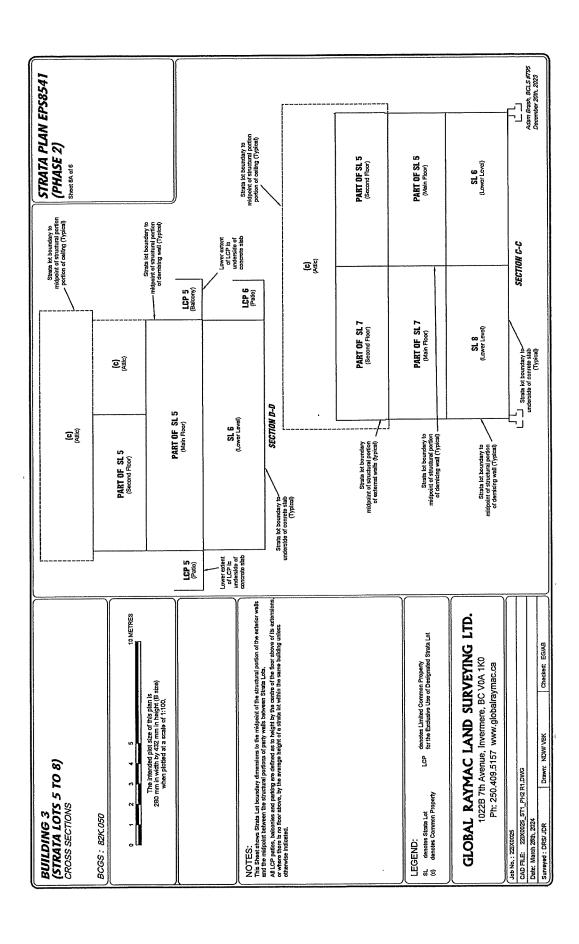


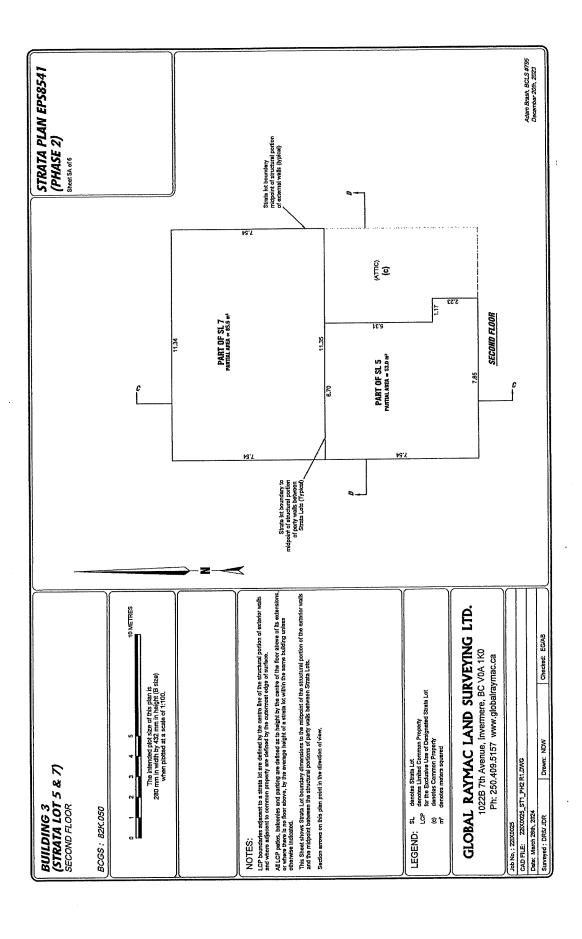
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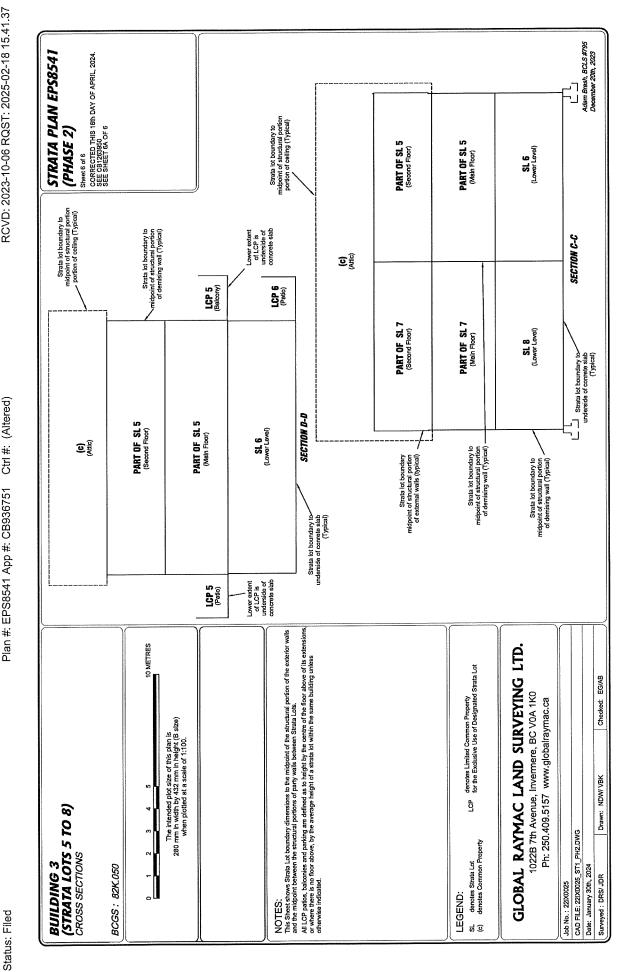


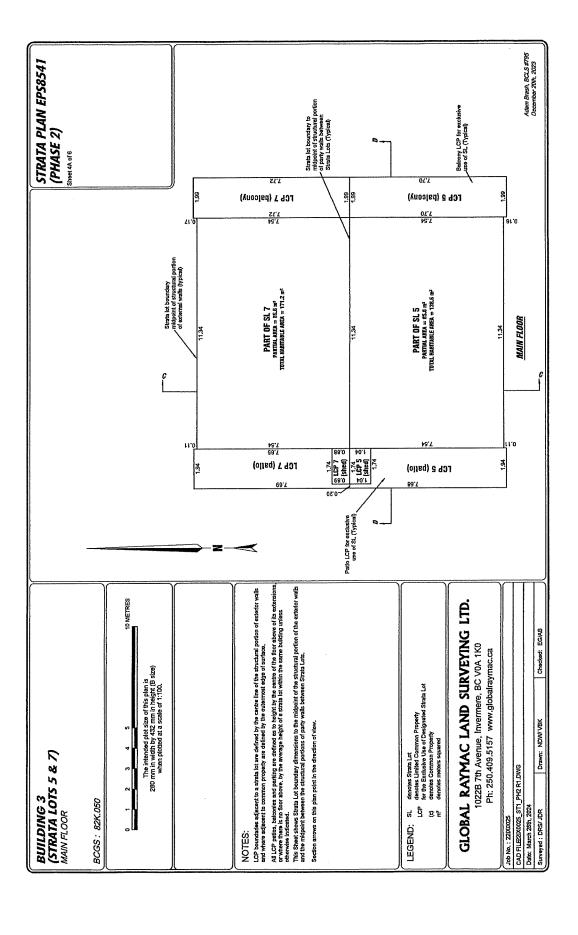


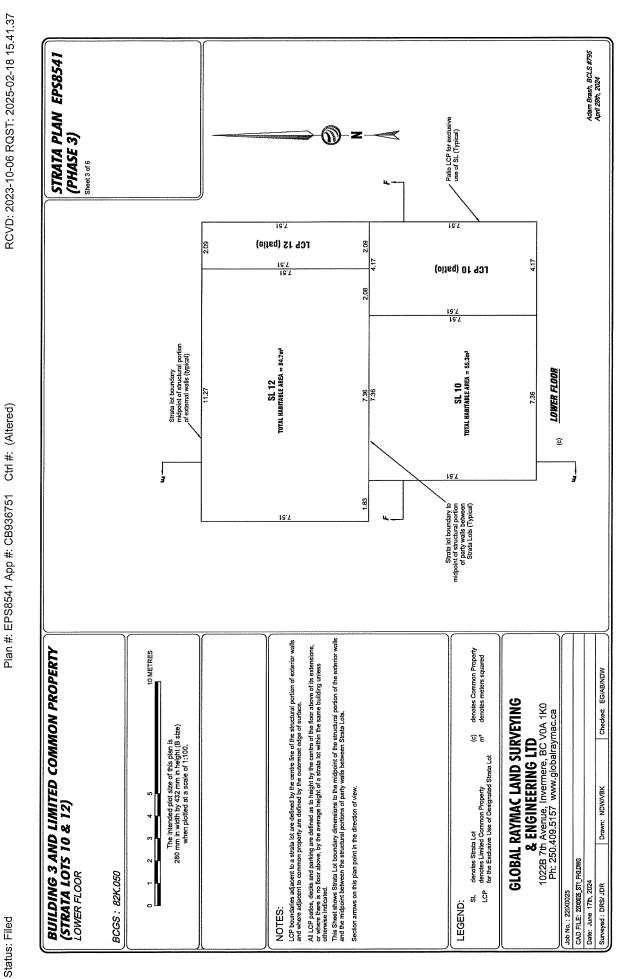


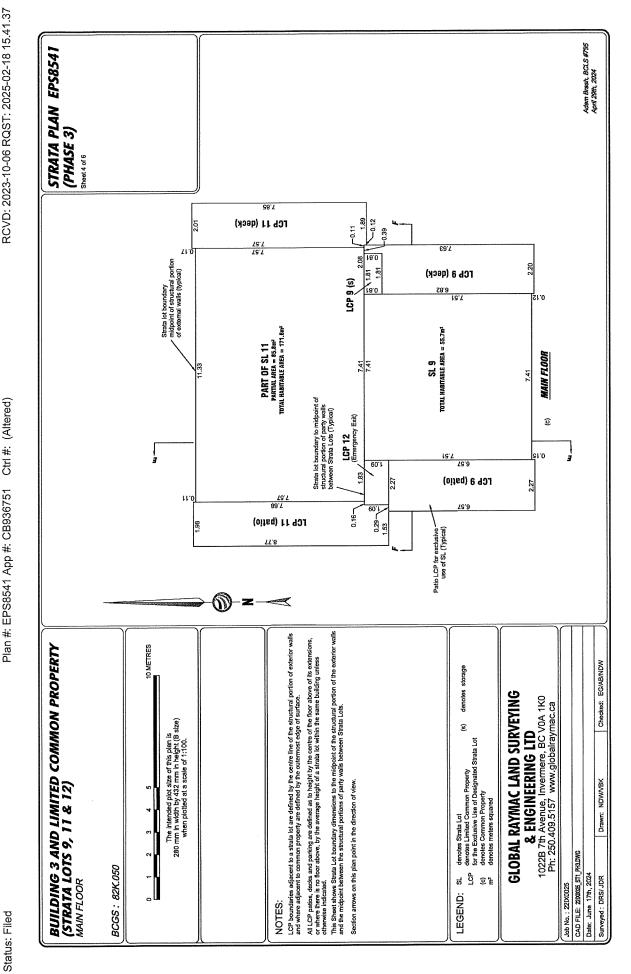


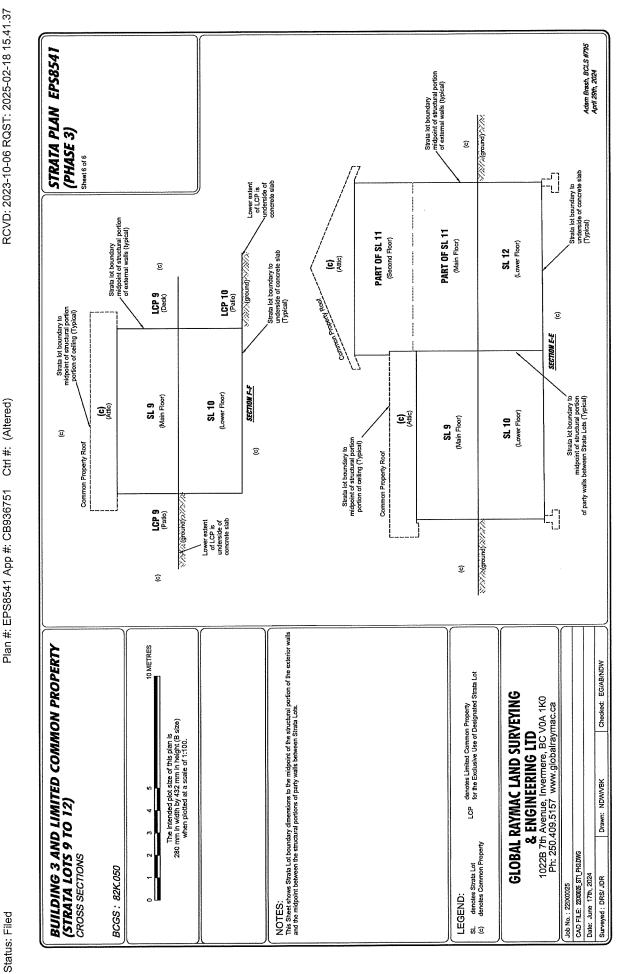


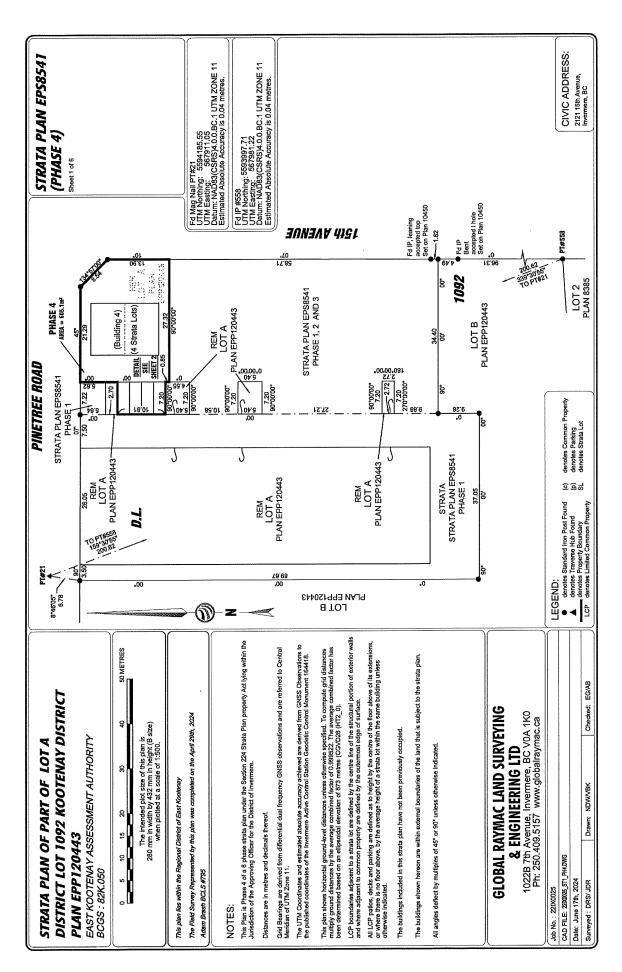


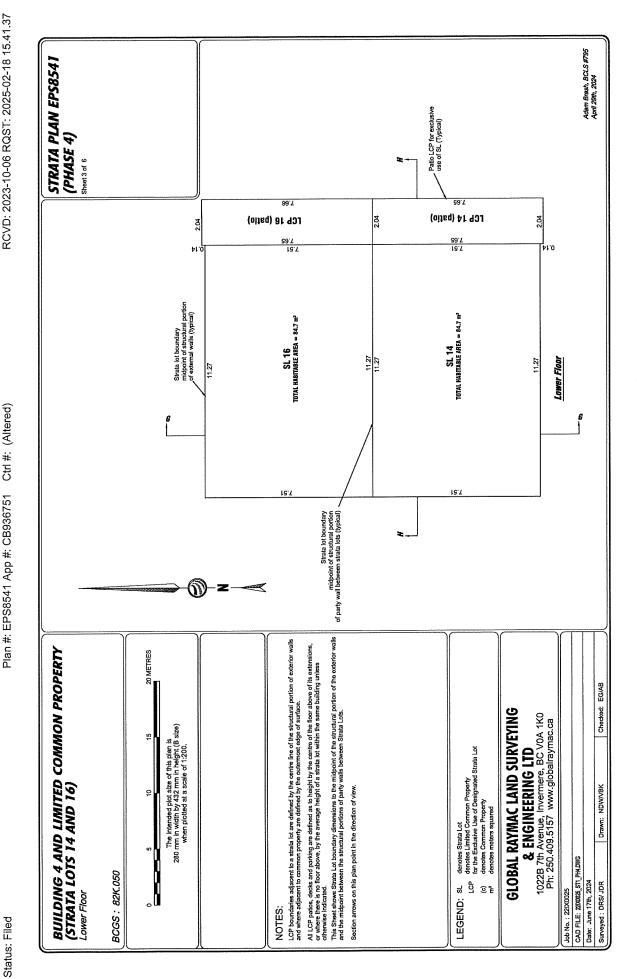


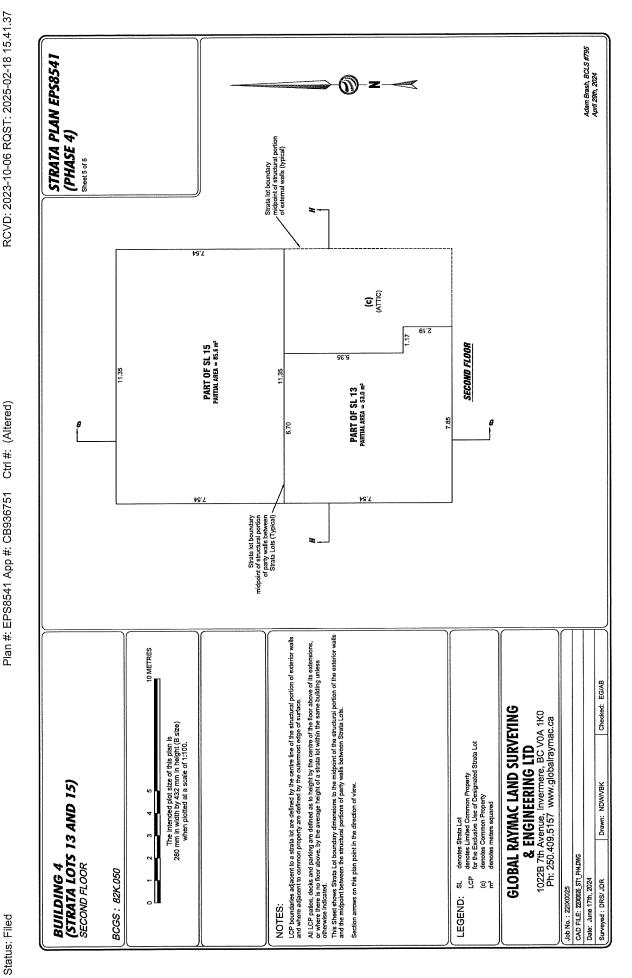


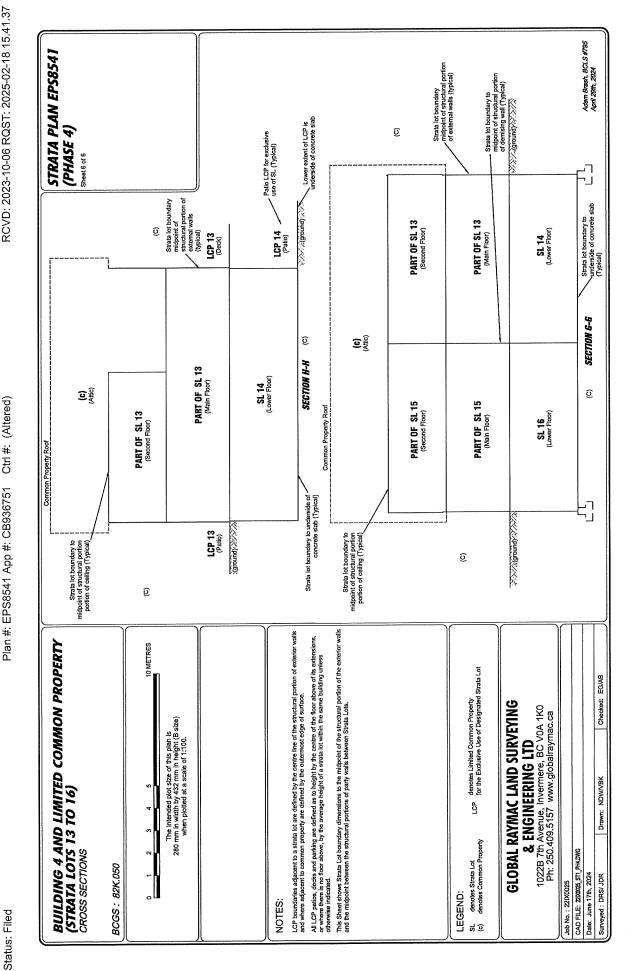


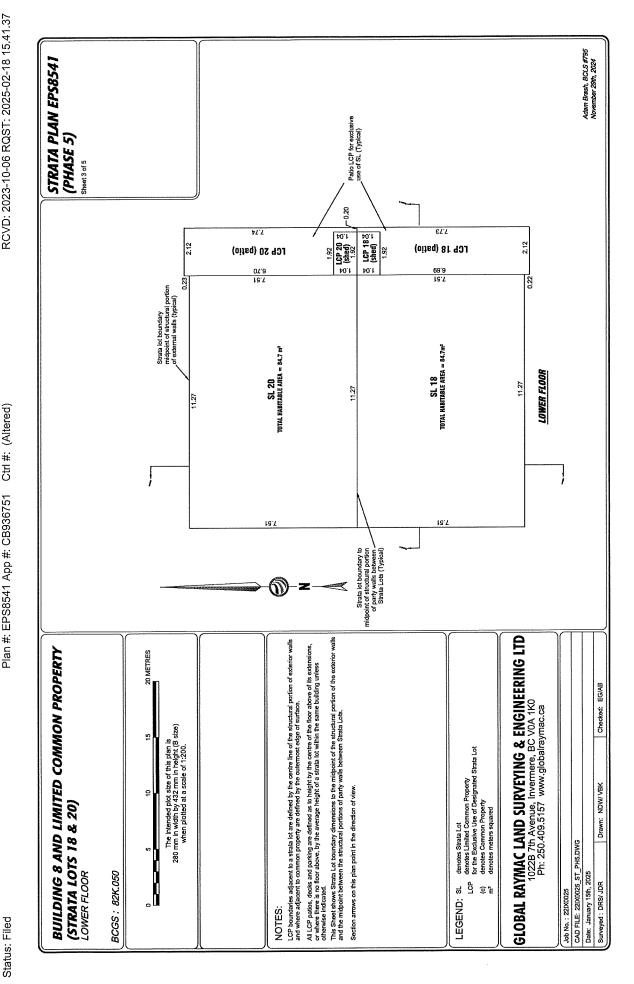


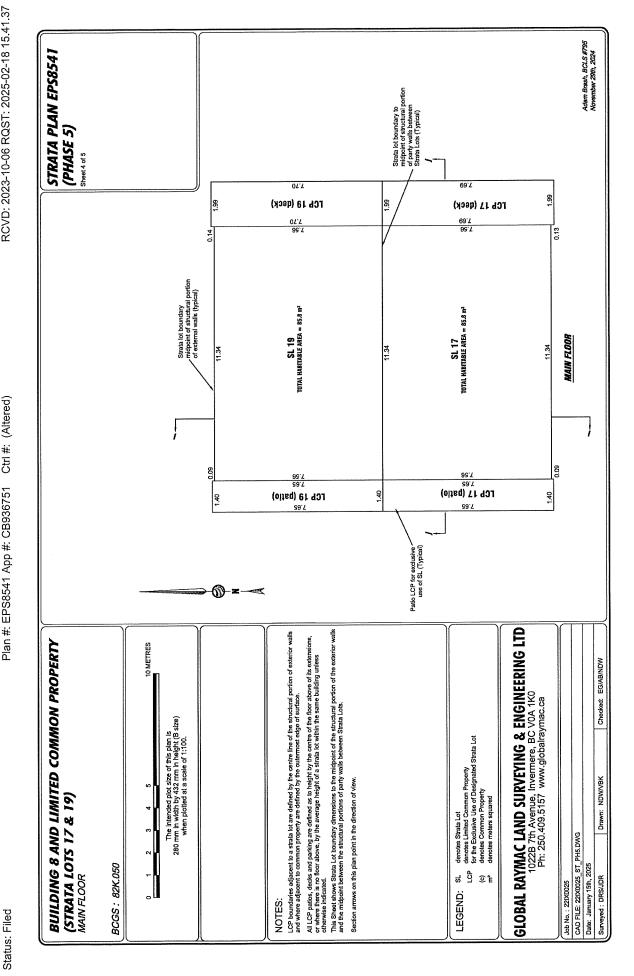


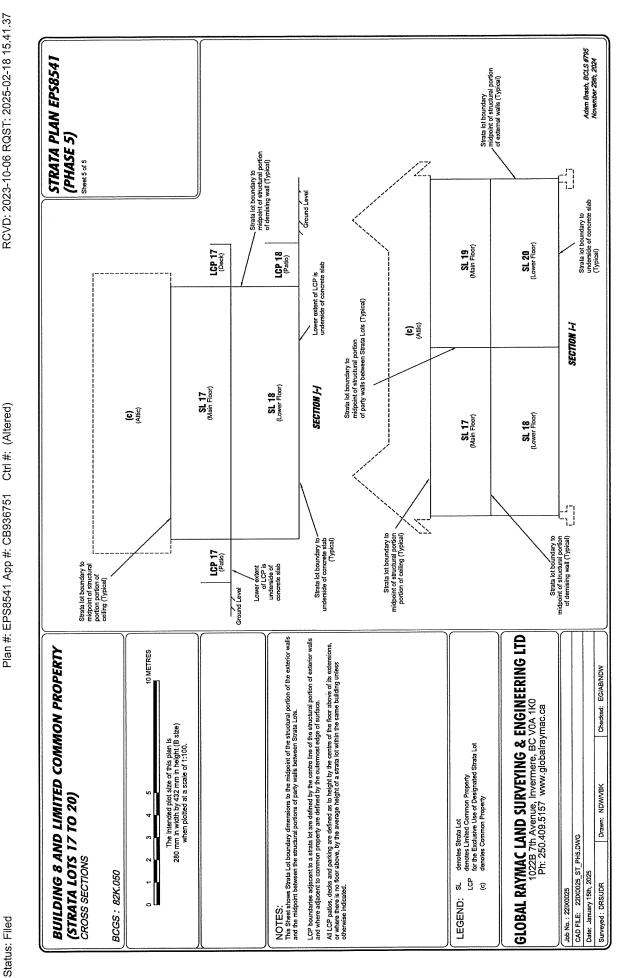


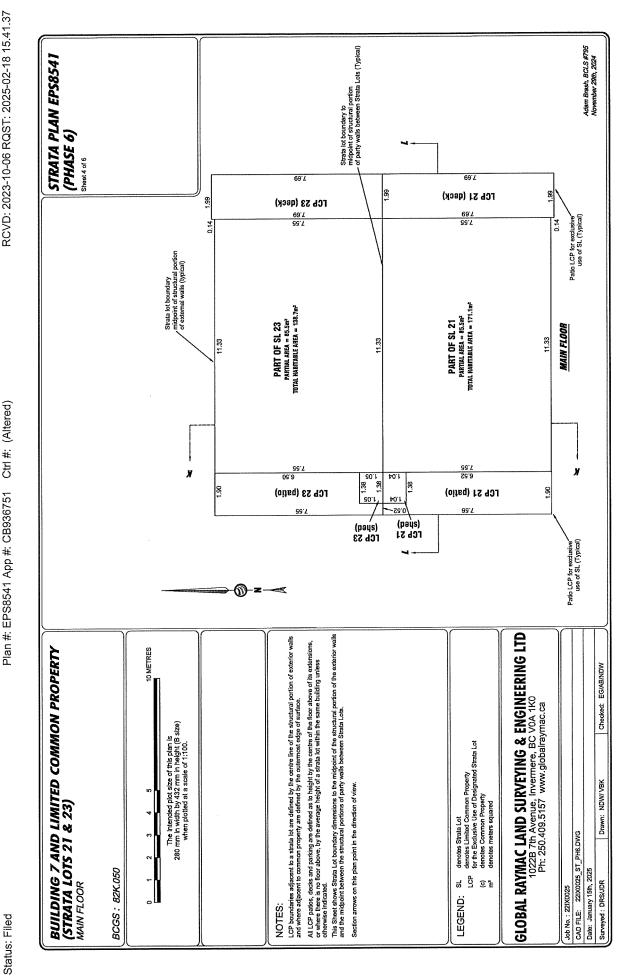


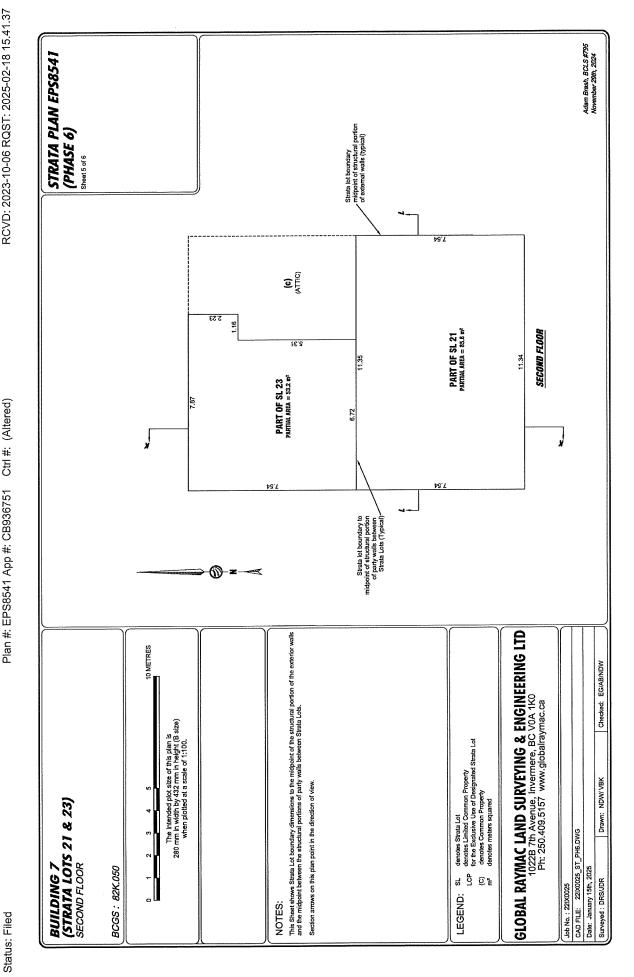


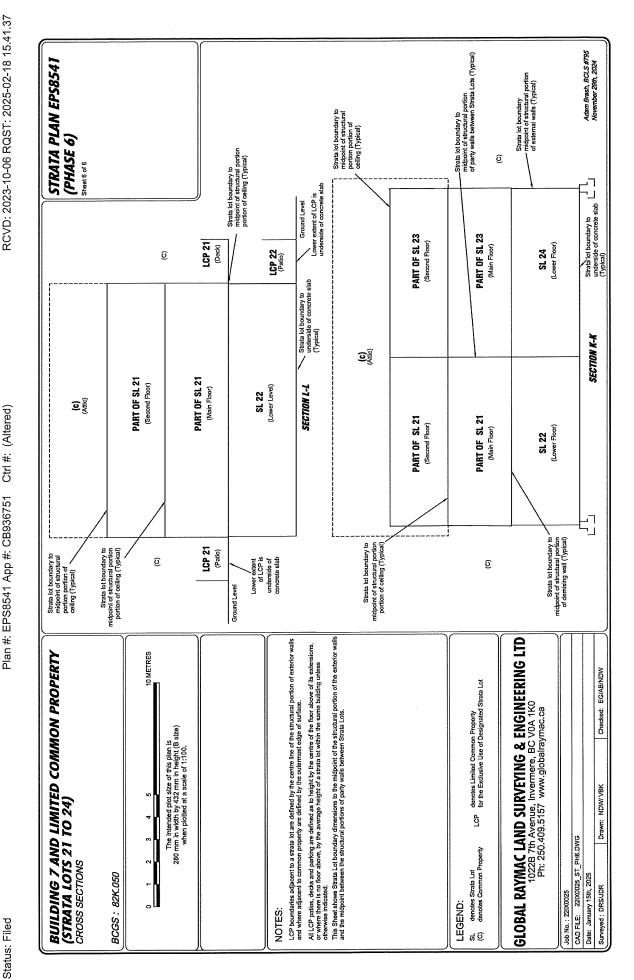




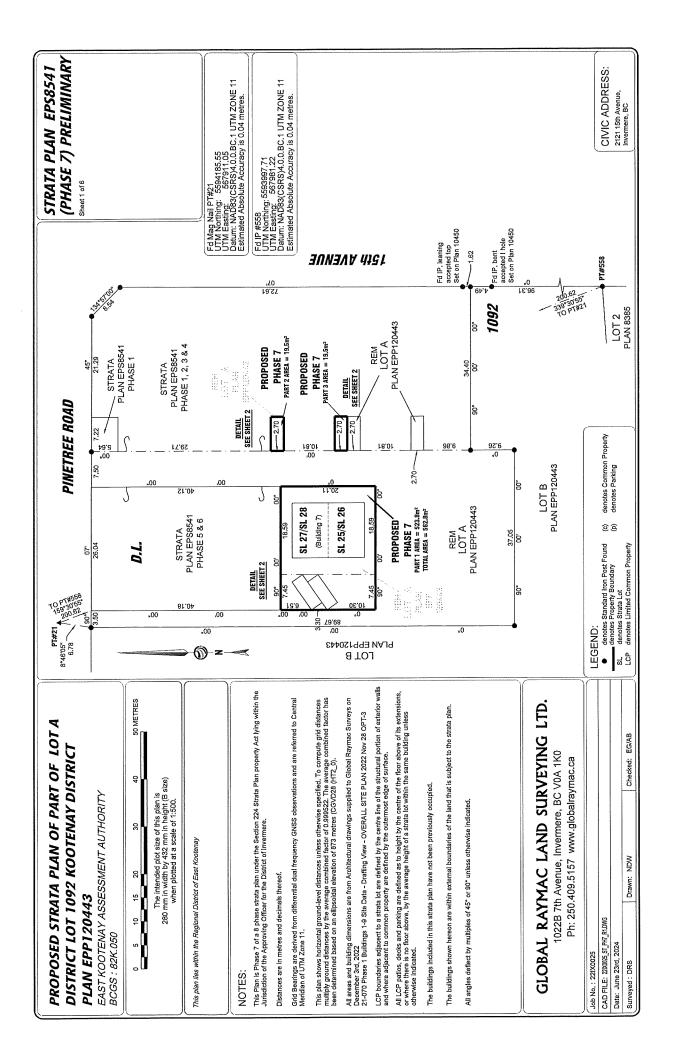


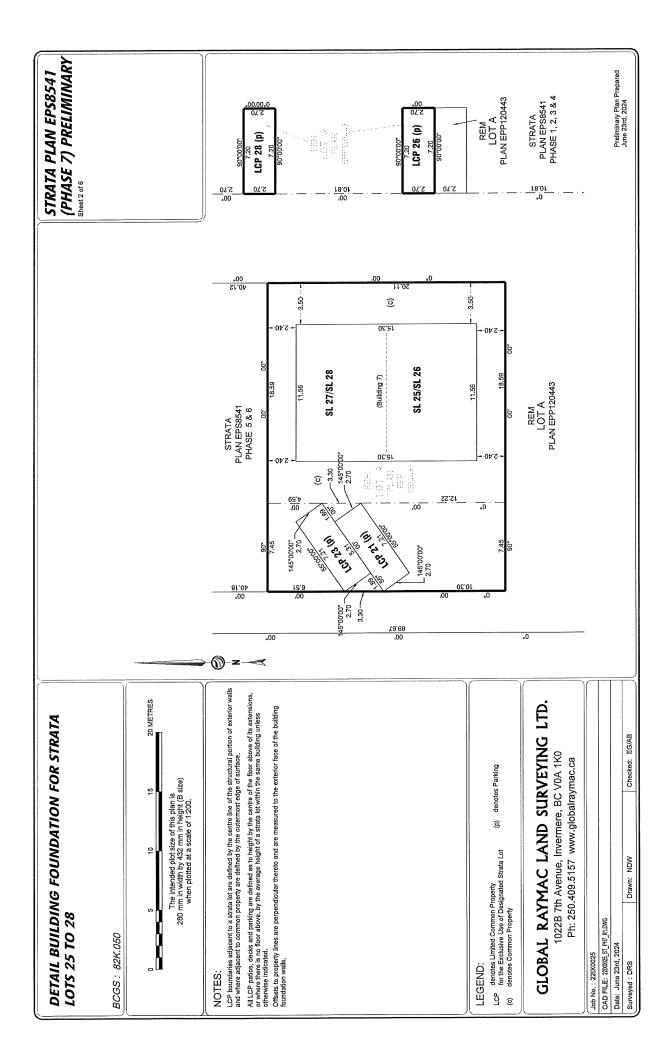


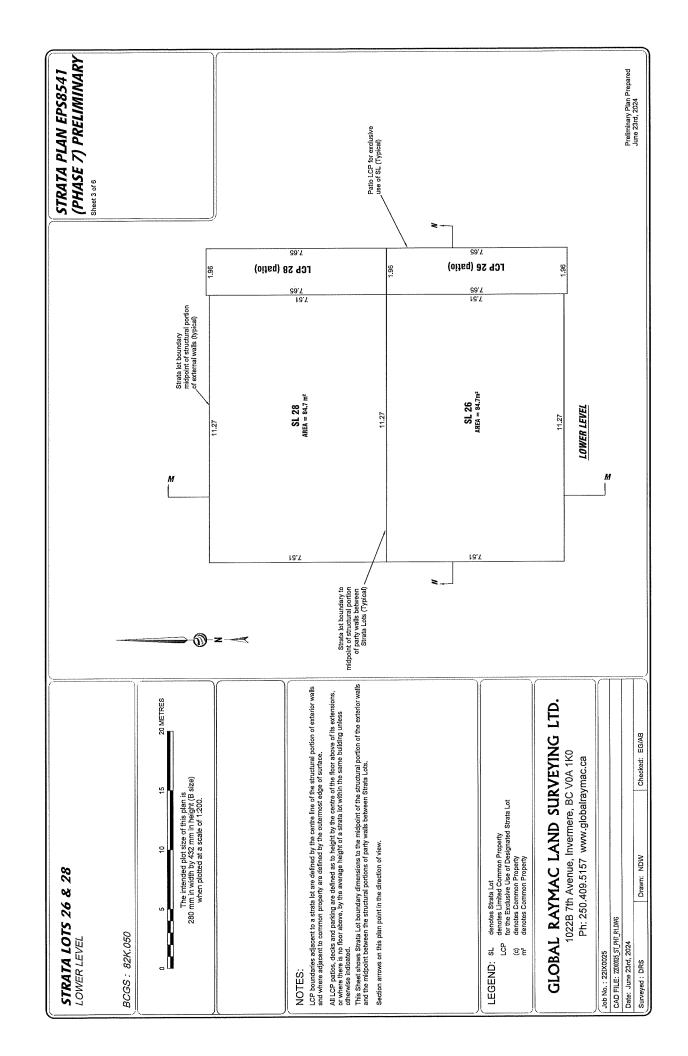


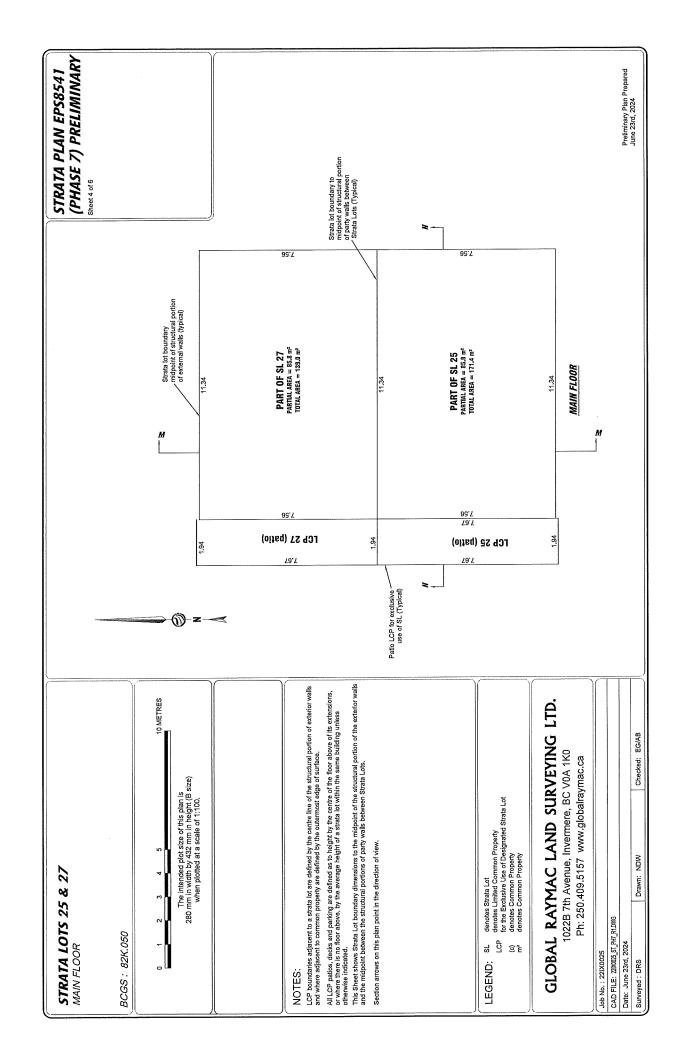


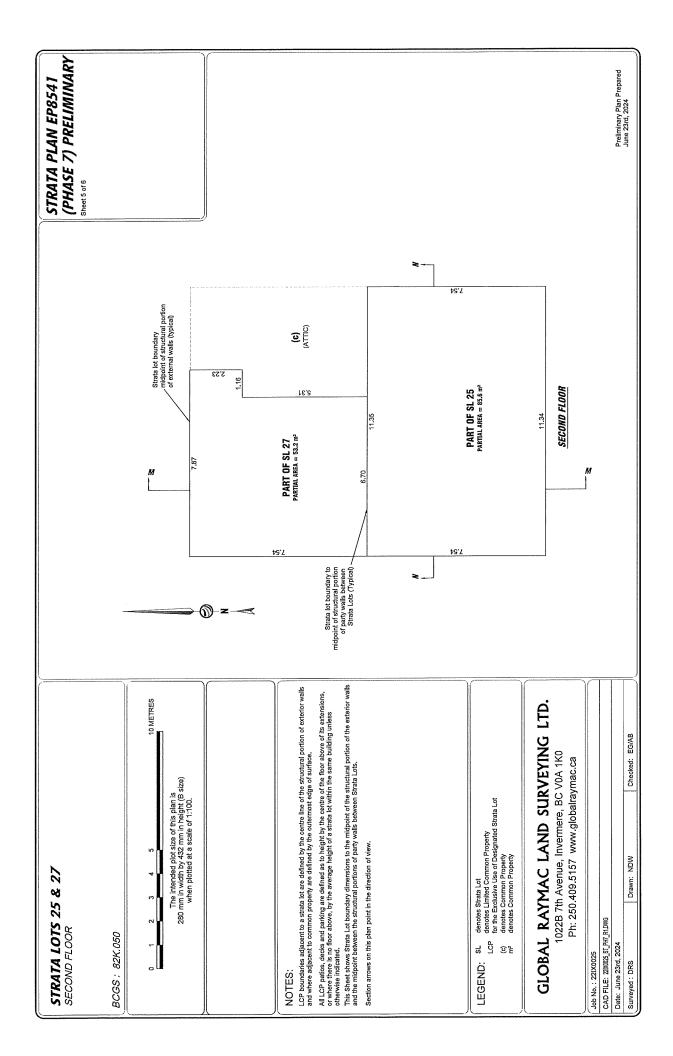
## Proposed Phases 7 and 8 Strata Plans

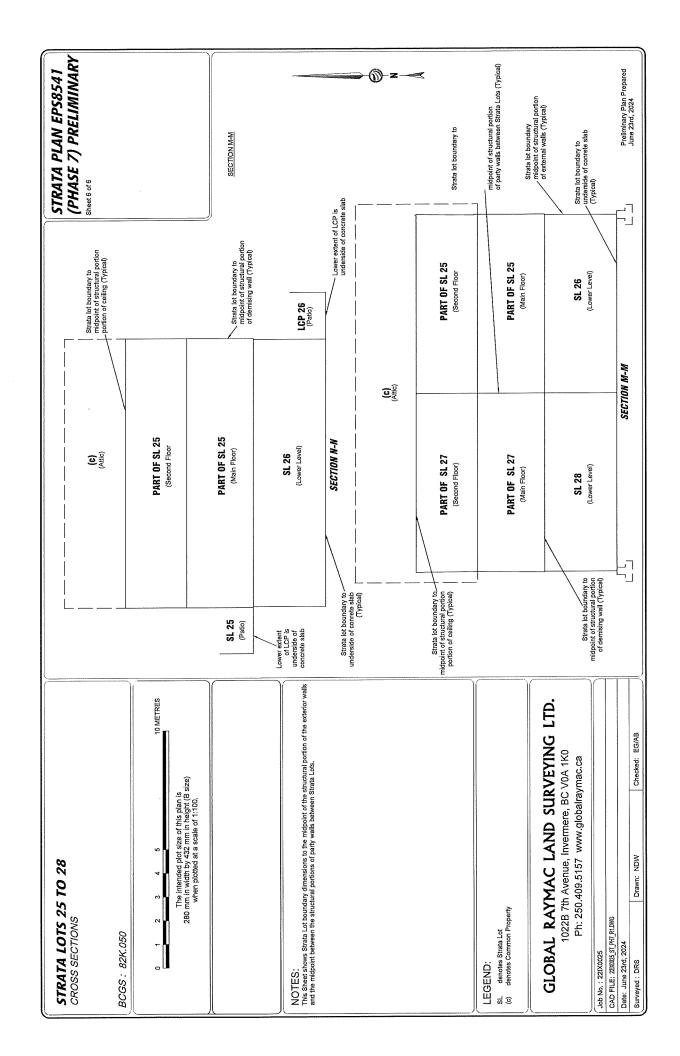


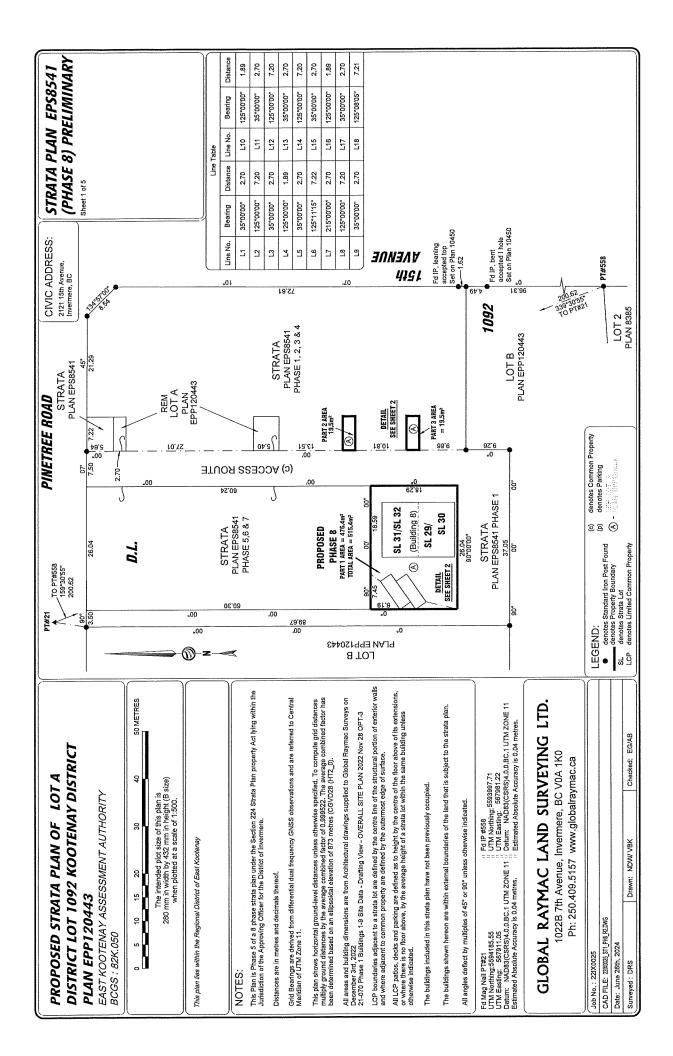


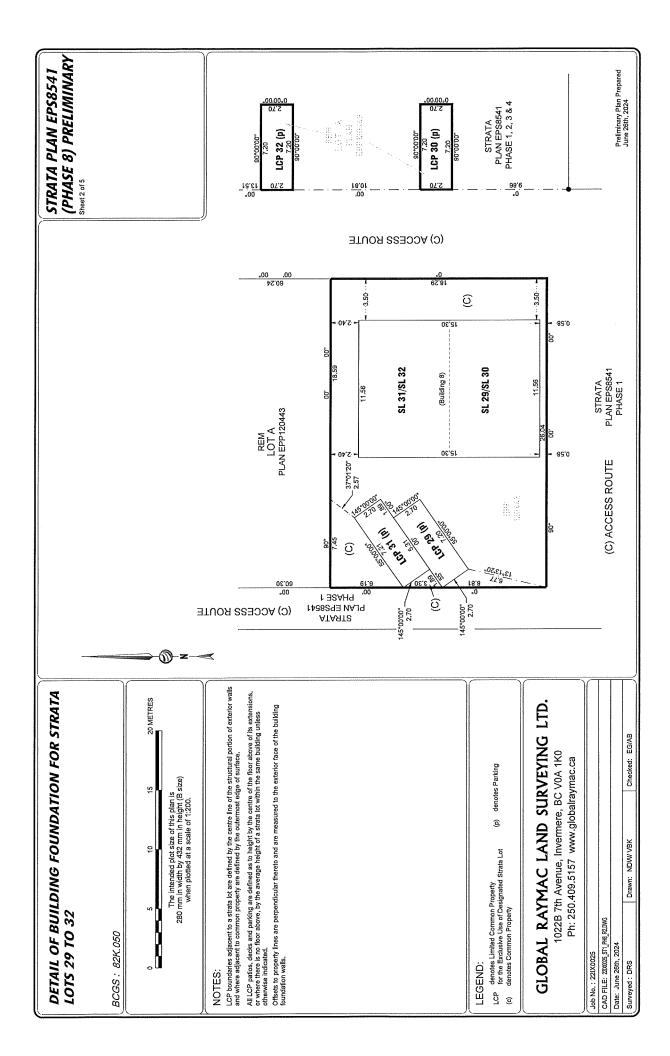


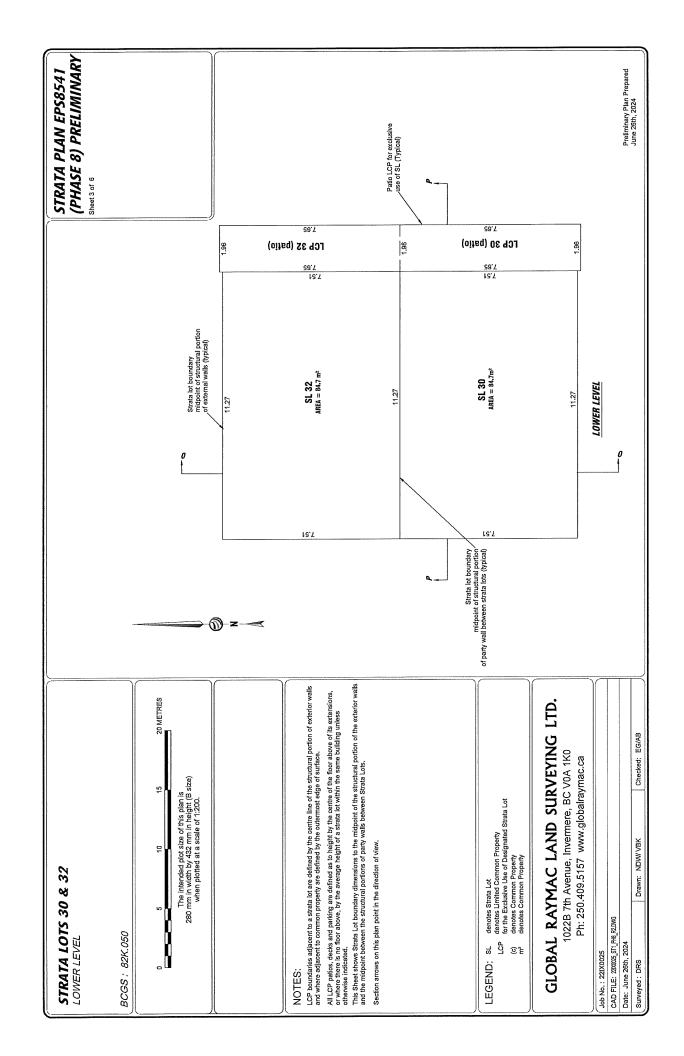


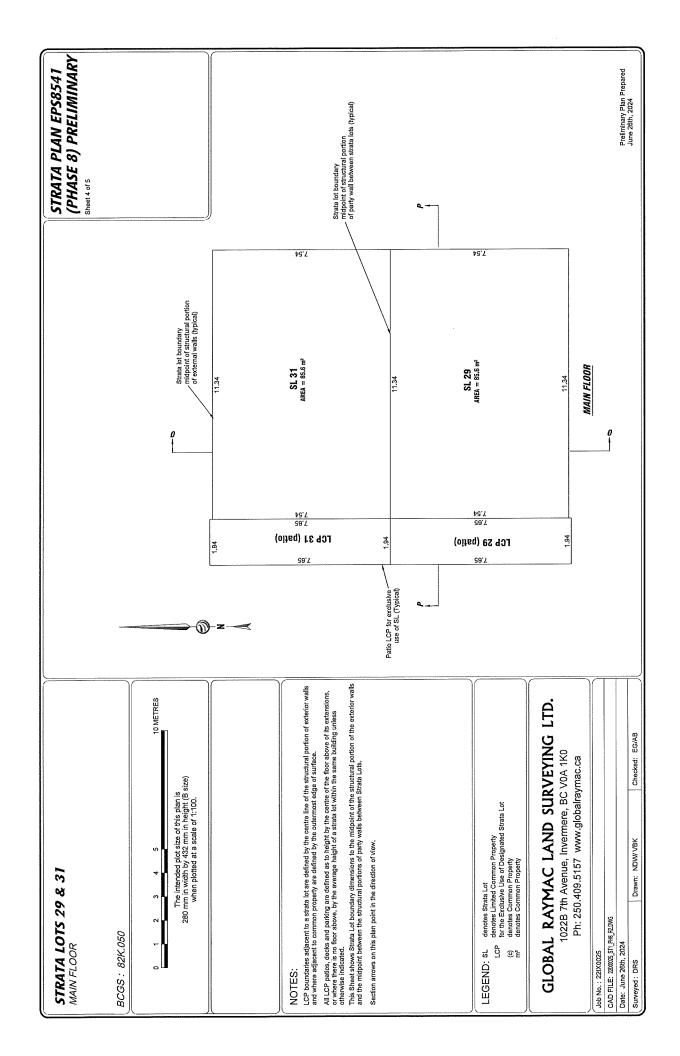


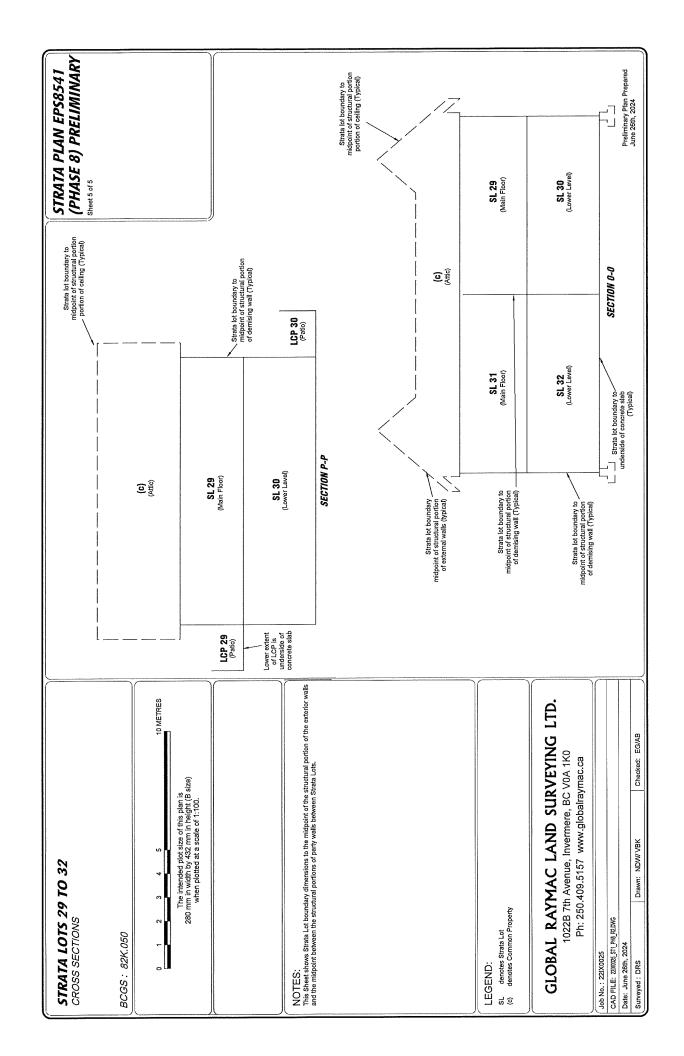












### Exhibit C6

Phase 2 and Phase 4

# **LODGEPOLE MODEL**

# **ASSEMBLY SCHEDULES**

### **EXTERIOR WALLS**

MI- 6" ICE EXTERIOR WALL

M2-6" ICF CENTRE WALL (THR FRR)

### MS-EXTERIOR ABOVE GRADE MALL

- AR VEATHER BARRIER
- 1/2" EXTENCE RANGE BEATHNO
- 2x6 WOOD STUDS (624" O.C.)
- CANTY FILLED BATT WELLATION
- 1/2" GYTSLW WALL BOARD
- LIQUID APPLIED VAPOUR BARRIER

ARYMEATHER BARRIES

TO EXPERIENT SPREALES BHEATHING

TO EXPERIENT PRESCRIPT NOCH INSULATION

1/2" OF FEBRUARY MALL BOAND

LIGHID APPLED VAPONE BARRIER

### MA-EXTERIOR SHED MAL

### CEILINGS



-DINEDSCOAL, LINDER, FRANKO-FIRENIO VAPOR BARRIER (WHEN EXPOSED TO ATTIC) SOUND PANELLING (ON LOWER LEVEL) -UN" SAG REBESTANT OFFBUN BOARD -LON PROFILE TEXTIKED FINISH



-ACOUSTIC BATT FILLED JOIST CAVITY -5/8" GYPSUM WALL BOARD, TYPE 'X -VINYL PLANK FLOORING -5/8" OSB T+6 SUBFLOOR -11 7/8" TJI'S



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APPORT DESCRIPTION OF THE PER STREET STATE (AS PER STREET) PER STREET STATE (AS PER STREET) PER STREET STATE (AS PER STREET) PER STREET STREET

CLADDING AS PER ELEVATIONS
AND BARRIER
-3 1/2" RIGHD NBLATTON
-3 1/2" RIGHD NBLATTON
-4/4P.OA.R. BARRIER
-1/2" GYFBUM WALL BOARD

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

-1/2" NON-COMBUSTIBLE CLADDING (AS PER ELEVATIONS) -2 1/2" RIGID INSULATION

**.....** 

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### YEAR EXTERIOR ABOVE GRADE INALL

-1/2" NON-COMBUSTIBLE CLADDING (AS PER ELEVATIONS) -1/2" SEMI-RIGID MINERAL WOOL INSULATION

-CLADDING AS PER ELEVATIONS -AIR BARRIER -1/2" PLYWOOD -2×4 WOOD STUDS @ 16" O.C. -BATT INSULATION -1/2" PLYWOOD

8

CO1- PINISHED CELLING

### **FLOORS**

VARY PLORING

10 '095 THE SUBPLOOR

10 '105 THE SUBPLOOR

ACCOUNT OF THE DATE THEED LOST CAVITY

ACCOUNT OFFER OFF F1-11" I.J. SOUND INSULATED. 1HR FRR

-PLYWOOD SHEATHING (AS PER STRUCTURAL, POPEN WEB TRUSEES, (AS PER STRUCTURAL). BLOWN CELLULOGE RSO C/W HEL, STOPS SOFFITS AND FAGGIA AS PER ELEVATIONS

R1- INSULATED TRUSS ROOF

ROOFS

-ASPHALT SHINGLES

R2- UN-INSULATED CANOPY ROOF

-ASPHALT SHINGLES





WE BARRIER.

FERVINO SHATHING (AS PER STRUCTURAL)

FERVING (SPER STRUCTURAL)

FOR THE LIED CAVITY MIN ROLL

FOR THE LIED CAVITY MIN ROLL

FOR THE PROPERTY MIN ROLL

FOR THE PART BECOME THE MINES

FOR THE AND PAGEN AS PER ELEVATORS

PS-INSULATED BASEMENT SLAB -VINYL PLANK FLOORING -5/8" FLOORING UNDERLAY

### INTERIOR PARTITIONS

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

### P2-2X6 PLIMBING/BEARING PARTITION -1/2" GYPSUM WALL BOARD -2X6 WOOD STUDS @ 16" O.C. -1/2" GYPSUM WALL BOARD

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

# PS-2X6 FURKED PLUMBING PARTITION

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

### P4-2X4 EXTERIOR SHED PARTITION

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

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

-2 LAYERS 5/8" TYPE X OYPSUM WALL BOARD -2X4 WOOD STUDS 9" 16" O.C. -COUSTIC BATT INSULATION -1" AIR SPACE

NOTE: INSTALL FULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLIMBING FIXTURES -X4 WOOD STUDS & 16" O.C. -ACOUSTIC BATT INSULATION -2 LAYERS \$/8" TYPE X GYPSUM WALL BOARD

### P6-2x6 MOOD GABLE MALL

CLADDING (AG PER ELEVATIONS)
ACHTIER BAYERE
1/2" DENGGLAGS SHEMTHING
EAC WOOD DETAILS 0 (1° O.C.
CANITY FILED MIREAL WOOL INSLATION
1/2" DENGGLAGS SHEMTHING

- VIEW DIRECTION OF ELEVATION

PAGE CROSS REFERENCE

CEILING HEIGHT INDICATOR BLEVATION INDICATOR

KEYNOTE INDICATOR

ROOF TYPE SYMBOL

FLOOR TYPE SYMBOL

# **DRAWING SYMBOLS LEGEND**

DOOR TAS REFER TO SCHEDULE

WINDOW TYPE TAG, REFER TO SCHEDULE

ROOM TAS

60 × 48 (g)

DETAIL INDICATOR ROOM NAME

PAGE CROSS REFERENCE Ref.— DETAIL III.

SECTION 4 ELEVATION INDICATOR

LEVEL NAME

CH= 3000

r.

WALL TYPE SYMBOL

(2) (2)

NORTH ARROW

PROJECT TITLE

Phone: 403-314-4461 Contact:

Sheet	
Number	Sheet Name
0.04	COVER SHEET
A1.0	CODE REVIEW
42.0	SITE PLAN + BYLAW REVIEW
A3.0	BASEMENT FLOOR PLAN
A3.1	MAIN FLOOR PLAN
A9.2	SECOND FLOOR PLAN
43.4	ROOF PLAN
6.4¥	EXTERIOR BUILDING ELEVATIONS
¥.1	EXTERIOR BUILDING ELEVATIONS
A4.3	EXTERIOR BUILDING ELEVATIONS
44.4	EXTERIOR BUILDING ELEVATIONS
A5.0	BUILDING SECTIONS
46.0	CONSTRUCTION DETAILS
A6.1	CONSTRUCTION DETAILS CONT.
6 94	TINOUS HATHOUNDED INCIDENCE

-AR BARRER -PLYWOOD SHEATHING (AS PER STRUCTURAL) -BOTHENSONAL FRANING (AS PER STRUCTURAL) -BOTHITS AND FASCIA AS PER BLEVATIONS

RS- INSULATED DORMER ROOF

ASPHALT SHINGLES

MANAGAMAN

GENERAL NOTES

berry architecture

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

SEALS

COORDINATE ALL INFORMATION PROM ALL
RECHEIGHEM, STECHNEM, MECHANCAL, ELECTRICAL
AND CAIL CONSULTANTS DOCUMENTS, COORDINATE
DINENSIONE RECEIGED FOR THE FITTING OF ALL
COMPONENTS AS RECEIGED AND THE FITTING OF ALL
OPPERATION UPON COMPLETION.

5. ALL WALL FLOOR, AND ROOF AGENDLES SHOW ON THE CONTRICTION AGENDLE, TARGE SHOW IN THE REPRESENTATION OF COMPLETED CONTRICTION AGENDLY, REPRESENTATION OF COMPLETED CONTRICTIONAL AGENDLY, REPRESENTED GRANTION, THESE AGENDLES SUFFRESCED ALL COMPLETED ON THE FOLLOWING COMPLETED ON THE INTERIOR COMPLETED ON THE INTER

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

REVISIONS + ISSUES

1. ALL GYPSUM BOARD IN BATHROOMS AND CONMERCIAL KITCHENS SHALL BE MOSTURE RESISTANT TYPE.

CHANTERED.

ALL G.I. FLAGHING EXPOSED TO VIEW SHALL BE PRE-PINISHED,

10. WAITH CONTINUE FREE AND SEPARATION ROUND VACUAL LAWINGS ROOMS STORAGE ROOMS, AND NEGLANICAL ROOMS SECRET ROOMS WERE OFTEN ROOMS SECRET SECRET ROOMS SECRET ROOMS SECRET ROOMS SECRET ROOMS SECRET SECRET ROOMS SE

4. AL WOOD CHAPPARTS DREATH YITALED TO CHEMITIOS WATERLAS NO DIRECTLY NIDER BRITALOR ALVAINAL BLESSHALE BY PRESENTE TREVIED. TOWARN ALL BY PROSED REANINGLA, MOOR BLEGRIGAL COMPOSITIS IN RINGED MERG, NO AS NIOCHTED.

16. SEE MECHANICAL AND ELECTRICAL FOR EXACT TYPES AND CLANITY OF DIFFIGURES, GAILLES, FIXTHES, AND EQIPPAINT, CO-ORDINATE SIZES AND EXACT LOCATIONS TO SUIT ARCHITECTURAL, REPLECTED CELING PLANS

15 Ave Invermere BC

Generation Homes

Phase 1, Lot 1

Pinetree Meadows

PROVIDE ACOUSTICAL SEALANT AT JINCTIONS OF SOUND RATED PARTITIONS. CAULK AND SEAL AROUND ALL DUCTS AND PIPES PAGGII THROUGH FIRE RATED PARTITIONS AND FLOOR AGGEMBLIES MITH APPROVED (VLC.) MASTIC CAULKING.

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

ARCHITECTURAL SHEET...

	1111
EXTERIOR BULDING ELEVATIONS EXTERIOR BULDING ELEVATIONS EXTERIOR BULDING ELEVATIONS BUILDING SECTIONS CONSTRUCTION DETAILS	

SHEET

CONER

DRAWING TITLE

A1.0 DOOR + WINDOW SCHEDULES
A3.0 SPECIFICATIONS

S

**A0.0** 

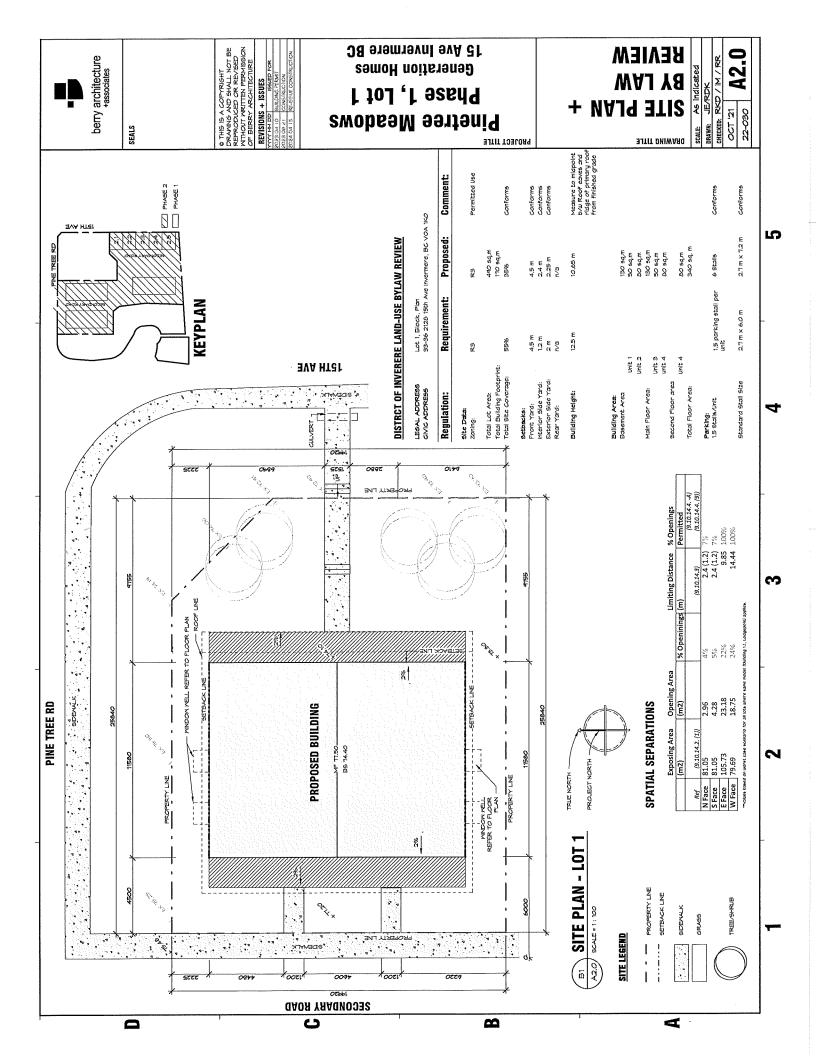
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SCALE: As Indicated DRAWN: RKD/BS CHECKED: IM/RR

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		репу ал +а	SEALS			の下部の大の	DRAWING AND SHALL REPRODUCED OR REWITHOUT WRITTEN PE OF BIERRY ARCHITE  REVISIONS + ISSUES	2023 04 10 BUIL 2023 04 10 BUIL	15 RE-15		swope				LOA9		BJTIT DI	DRAWN: JE ORCYE: RND/IN/RR OCT '21 A 22-030 A 22-030
			Heat Recovery Ventilators (HRV) provided							RSI value of 2.64	STC 44 celling provided, STC 47 walls provided (refer to schedule) dravent checked the ratings on these assemblies,	need to review and revise in not meeting, please try and let me know	Number of degree days 4750, Molsture Index of 0.51. Secondary plane of protection not required, this data can be found in appendix c, find the close of this the list of the the close of this the list.		icF wall construction compiles with requirement as noted utilized nor-mosture sensitive materials and does not include intersecting floor assemblies.			
	Proposed:		The effective thermal resistance of above- Heat Re ground opaque building assemblies or portions thereof shall be not less than that		6.67 1.01	N/A The effective thermal resistance of building Heat Recovery Ventilators assemblies that are belout-grade or in (HRV) provided to the format and shall be not less than	ppicable heating degree ere the ventilation recovery equipment	2, X 4, 7, 4, 7, 4, 7, 7, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	_		0.70	ecula transmission class frect to fless than 47 met meet met met meet meer met meeknom	exterior walls exposed to precipitation Number shall be protected against precipitation Molstun ingress by an exterior cladding assembly consisting of a first plane of protection and not required protection and protection and not required plane of protection and plane of plane of protection and plane of protection and plane of pla	ed his mainer of a colorest than 2400 or more, and greater than 0.40 or b) e-days is 3400 or more, ex is greater than 1.00	in exterior walls described in Sentence (5), ICF wall the First and second planes of protection with renned not incorporate a capaliary break, where utilized as it can be shown that omitting the capillary matterisher will not adversely affect the	the wall I) is constructed of non-moleture		·
	Requirement:	Climate	The effective thern ground opaque buildir portions thereof shall an the soft shall shall be soft the soft shall be soft the soft the soft the soft shall be soft the soft the soft shall be soft the sof		w attics: 8.67 Walls: 2.97		That should not the applicable healing deg day category in b) where the ventilation system includes heat recovery equipment e RSI	ion walls: 2.40 rost line: uninsulated rost line: 1.46	5		value shall apply  A dwelling unit shall every other space in may be generated by and addining construction of the constru			degree-days is less the moisture index is the number of degree and the moisture index is the number of degree and the moisture index index is the moisture index i	in exterior walls de the first and second need not incorporate a) it can be shown the break will not advers	per romance or use outland seatment the wall I) is constructed or nor-molis sensitive materials, and intersecting supported floors are also construct nor-molisture-sensitive materials, or constructed as a mass wall of suffici, thickness to minimize the transfer of moisture to the interior		
	Regulation:	Thermal Characteristics Cilmate Zone 6	4.36.2.6. 1) b)	Minimum Effective RSI	Ceilings below attics:	Floors over unheated spaces:	Minimum Effectiv	Unheated Floors below Frost line: Unheated Floors above Frost line:	Siab on grade with miegral Footing: 9 3 6 2 8		Sound Transmission 4.11.1.1)	Required Protection from Precipitation			4.27.2.2. 6)			
	Proposed:	Group C - Residential	2 Stories	340 sq.m	Proposed:	45 min Fire Resistance Rating provided within duellings, 1 hr Fire Resistance Rating provided between suites	45 min Fire Resistance Rating provided within dwellings, 1 hr Fire Resistance Rating provided between suites	<b>∀</b> /X	45 min Fire-Resistance Rating	Proposed:	1 hr Fire-Resistance Rating provided	Limiting distance no less than 4.0m provided throughout. All openings comply with limits stated in Table 9.10.14.4 A		Information only	Max travel distance 1e	Windows compig, refer to schedule	Window wells provided in conformance	Mindows provided
JING CODE - 2018 EDITION REVIEW	Requirement:	Group C - Residential	up to 3 stories	Not more than 600 sq.m.	Requirement:	Except as permitted in Sentences (2) to (4), all Floor assemblies shall be constructed as Fire separations	Fire resistance rating not less than 45 min	No rating required	Loadbearing walls, columns, and arches shall have a fire-resistance rating not less than that required for the supported assembly (45 min).	Requirement:	Residential occupancies shall be separated from all other major occupancies by a fire separation having a fire-resistance rating of not less than in	A limiting distance equal to half the actual limiting distance shall be used to input requirements where Fire department response time exceed to min.	Smoke alarms conforming to CANVULC-5531 shall be installed in a) each dwelling unit b)each sleeping room within a duelling unit, and chardillary and common spaces not in dwelling units in a house with a secondary suite	smoke detectors are permitted to be installed in lieu of smoke alarms as stated in servetnore (3) are permitted to sound localized alarms within individual suites, and need not sound an alarm throughout the rest of the building.	every dwelling unit containing more than i storey shall have exits or egress doors located so that i shall not be necessary to travel up or down more than 1 storey to reach a level served by a) an egress door Or b) an exit doorway not more than i.5m above ground level	Each bedroom shall have at least one outside window or exterior door operable from Inside without the use of keys, tools or special knowledge and without the removal of sasies or hardware The window shall provide an unobstructed opening of not less than 0.35 sq. muitho dimension less than 280mm and maintain the required opening during an emergency without the need for additional support.	A window well, a clearance of not less than 160mm shall be provided in front of the window	A window or access panel providing an opening not less than 100 mm high and 550 mm uided and having a sill height of not more than 400 mm above the floor shall be provided on the second and third storegs of every building in at least one wall facing on a street if such storegs are not sprinklered
BRITISH COLUMBIA BUILDING CODE	Regulation:	Occupancy Classification	9.10.2.1. Building Height	Building Area	Regulation:	Floor Rating 4.10.9.4. 1)	<b>Ce</b> llings q.10.q.14	Roof Rating 9.10.8.1 1)	Loadbearing Rating 9.10.8.3.	Regulation:	Separation of Residential Occupancies 4.10.4.11.1)	Limiting Distance 9.10.14.3.	Smoke Alarms q.10.1q.1. 1)	4.10.14.4.4)	Egress from Dwelling Units 9,4,4,1 1)	Egress from Bedrooms 4.q.10.1. 1),2)	9.9.10.1. 3)	4.10.20.1. 1)

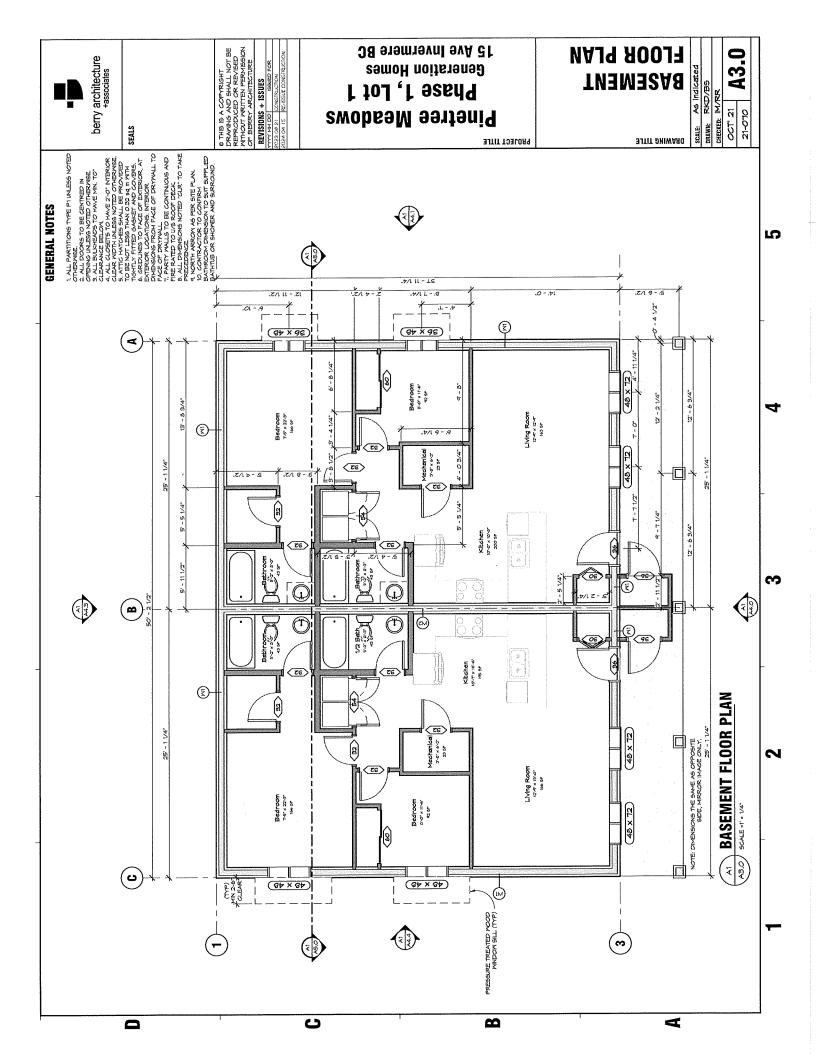
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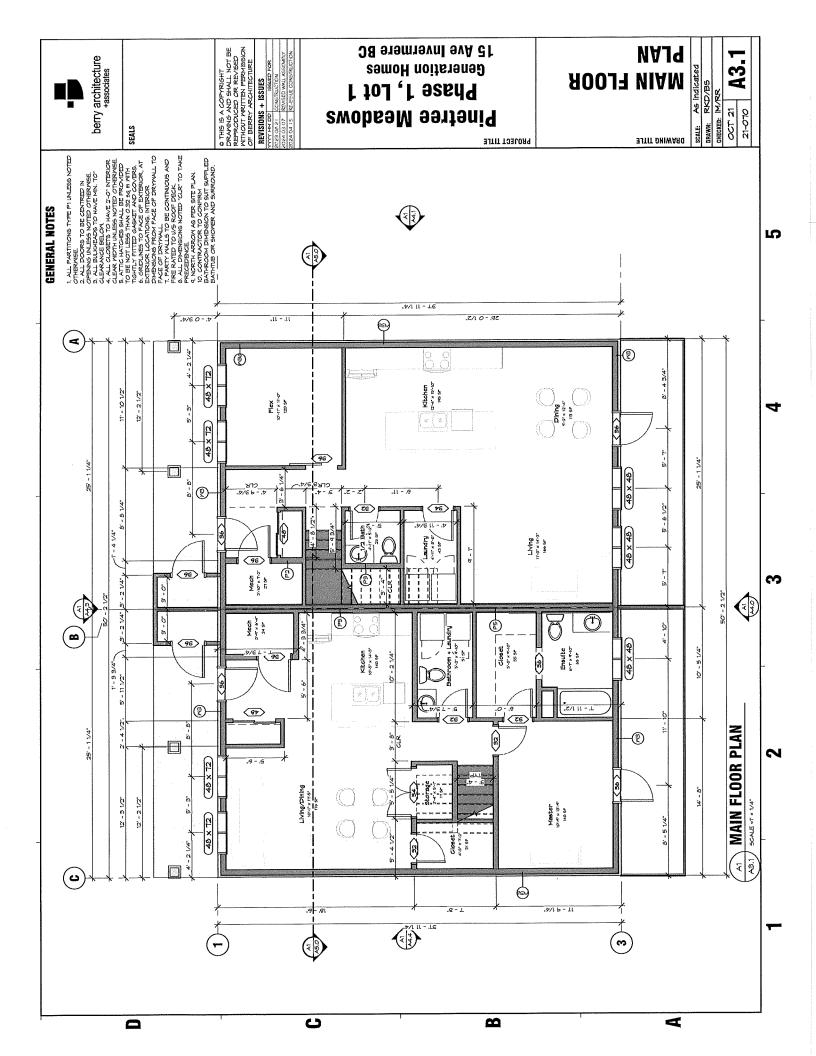
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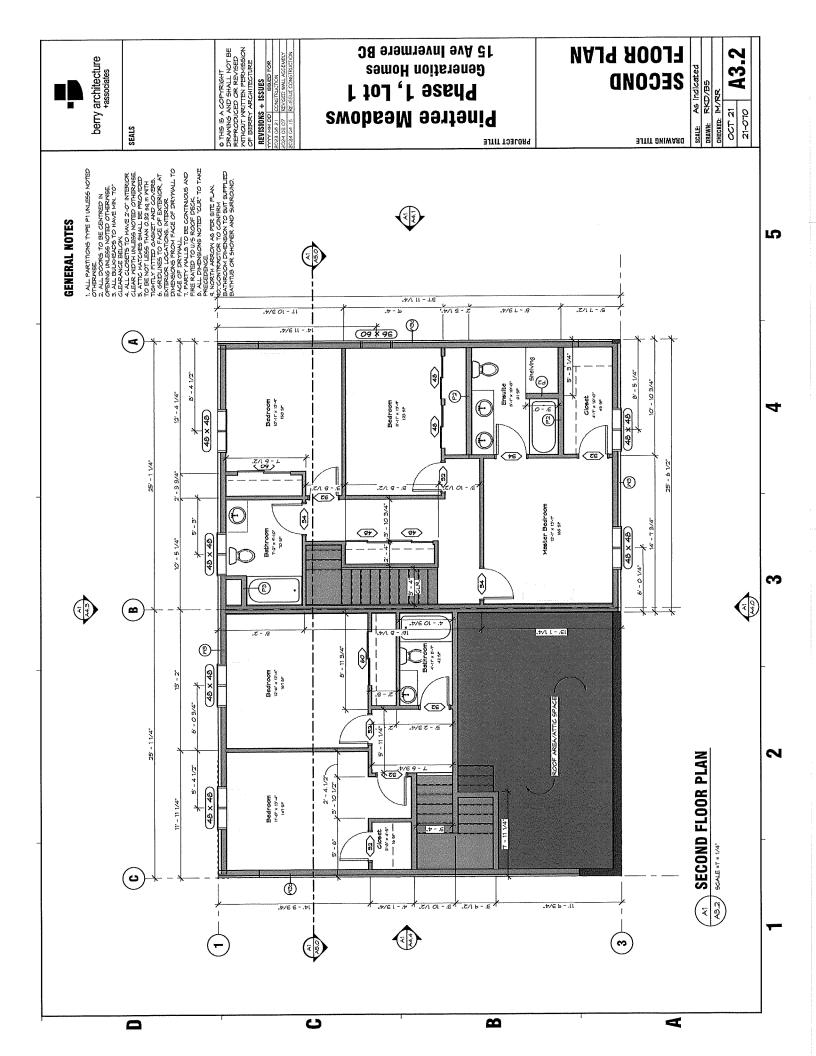
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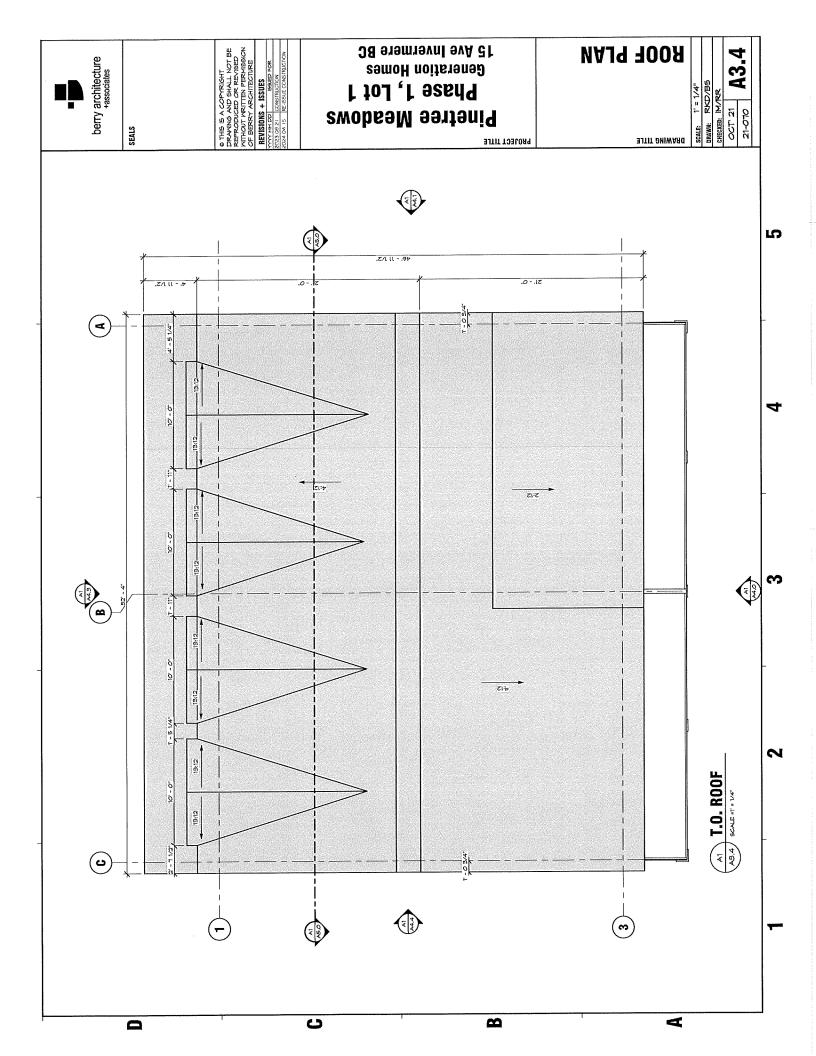
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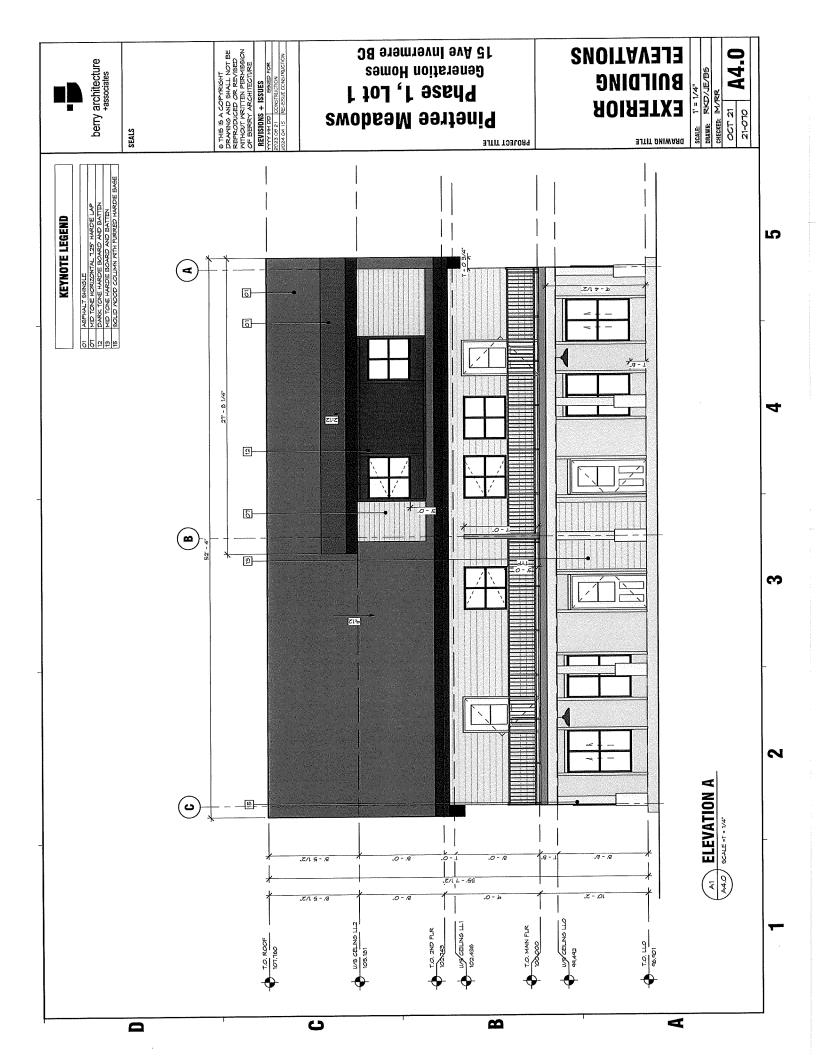
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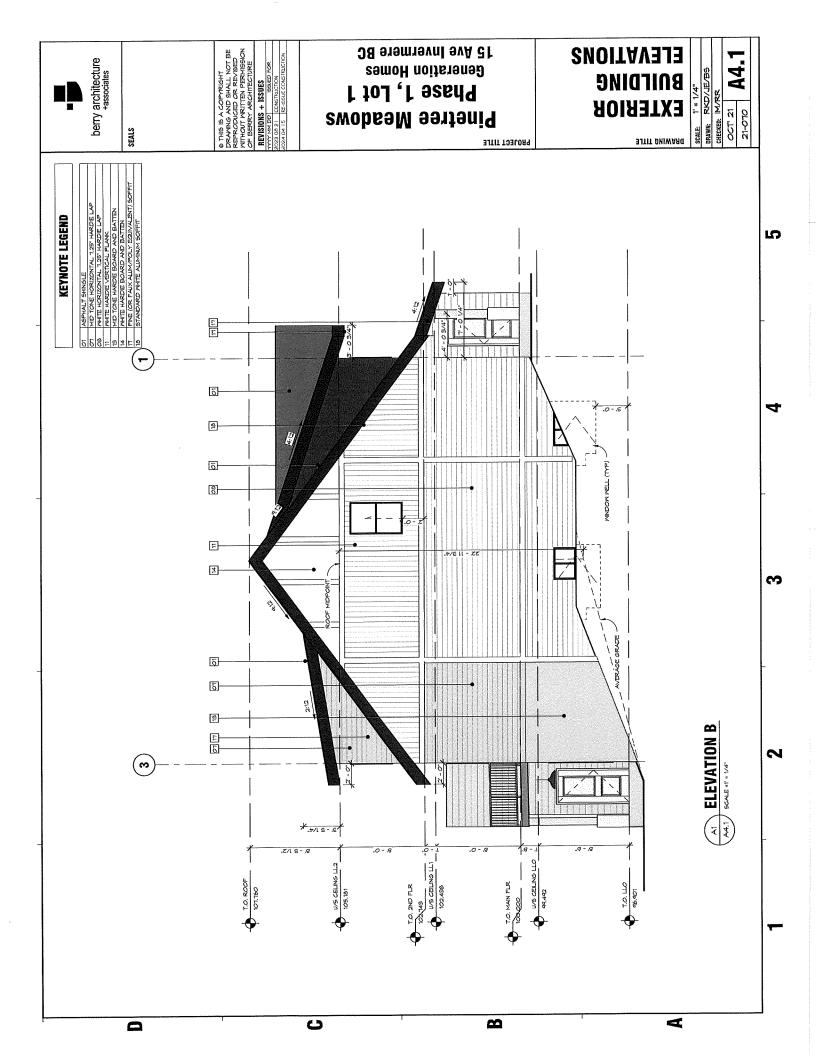


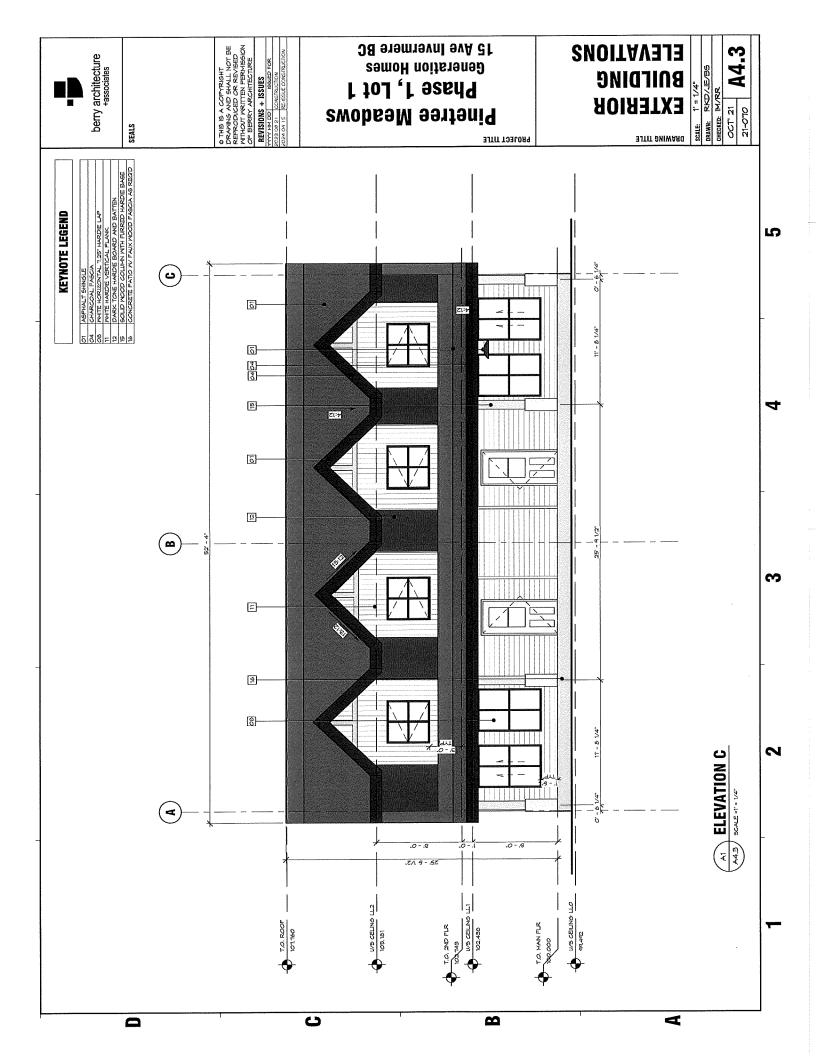


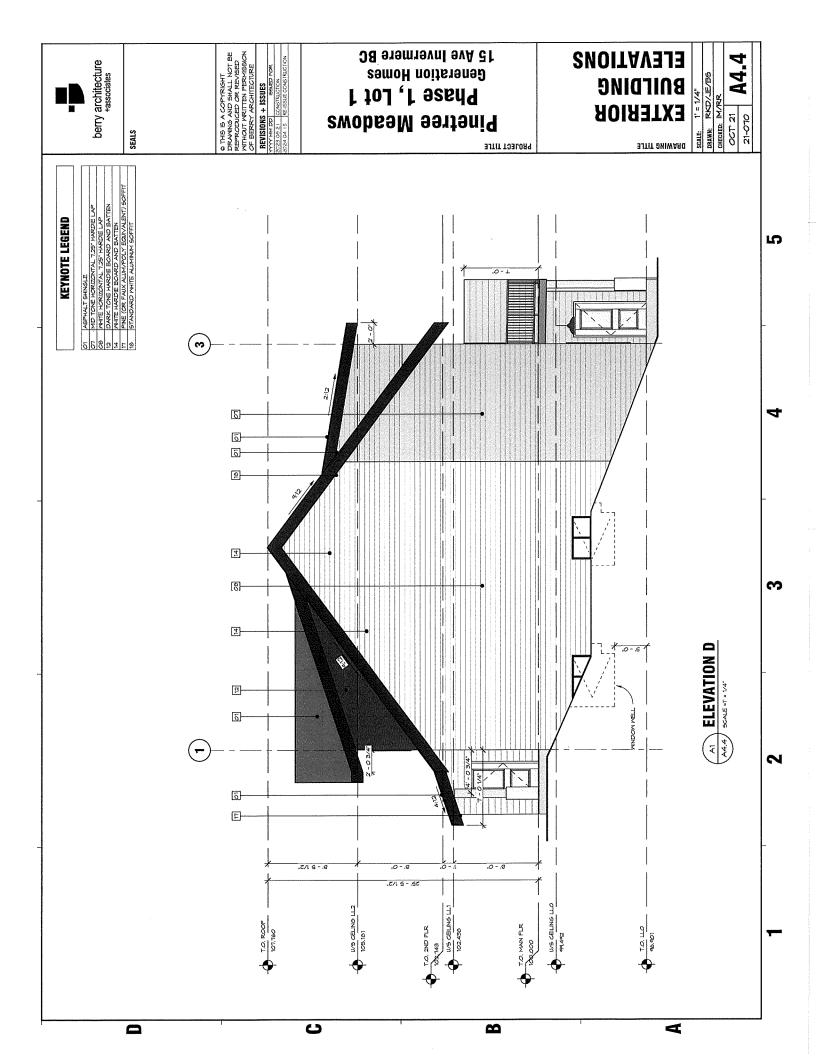


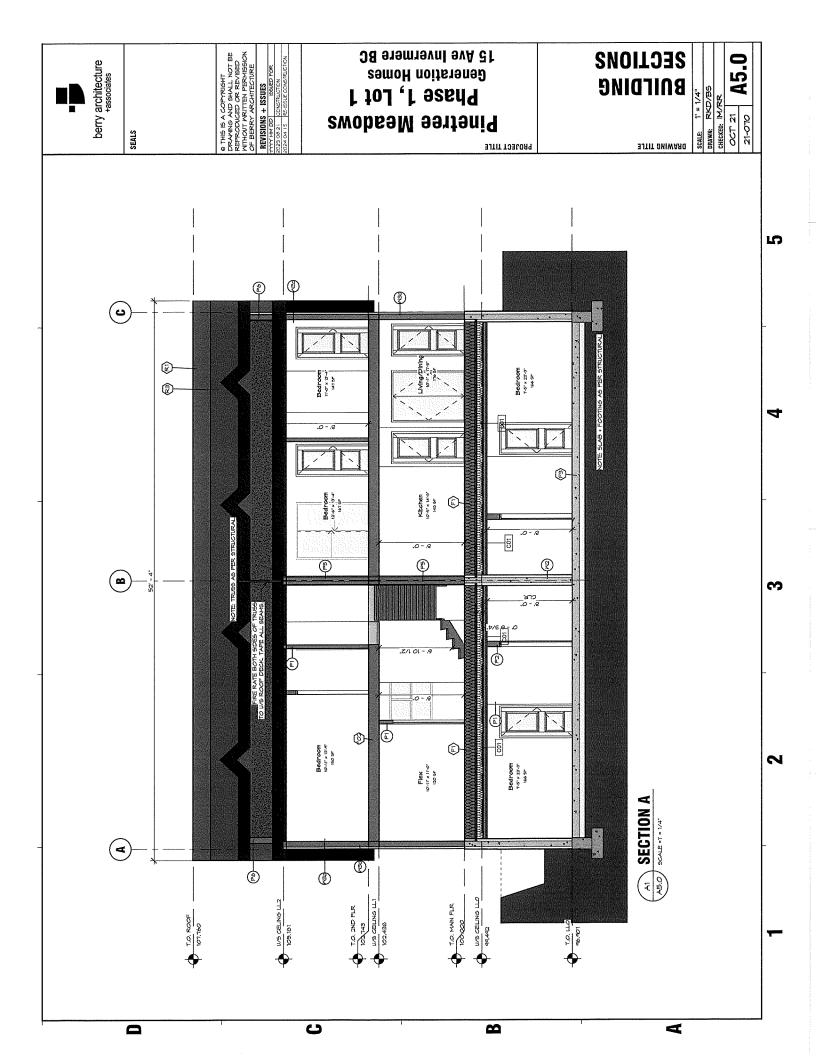


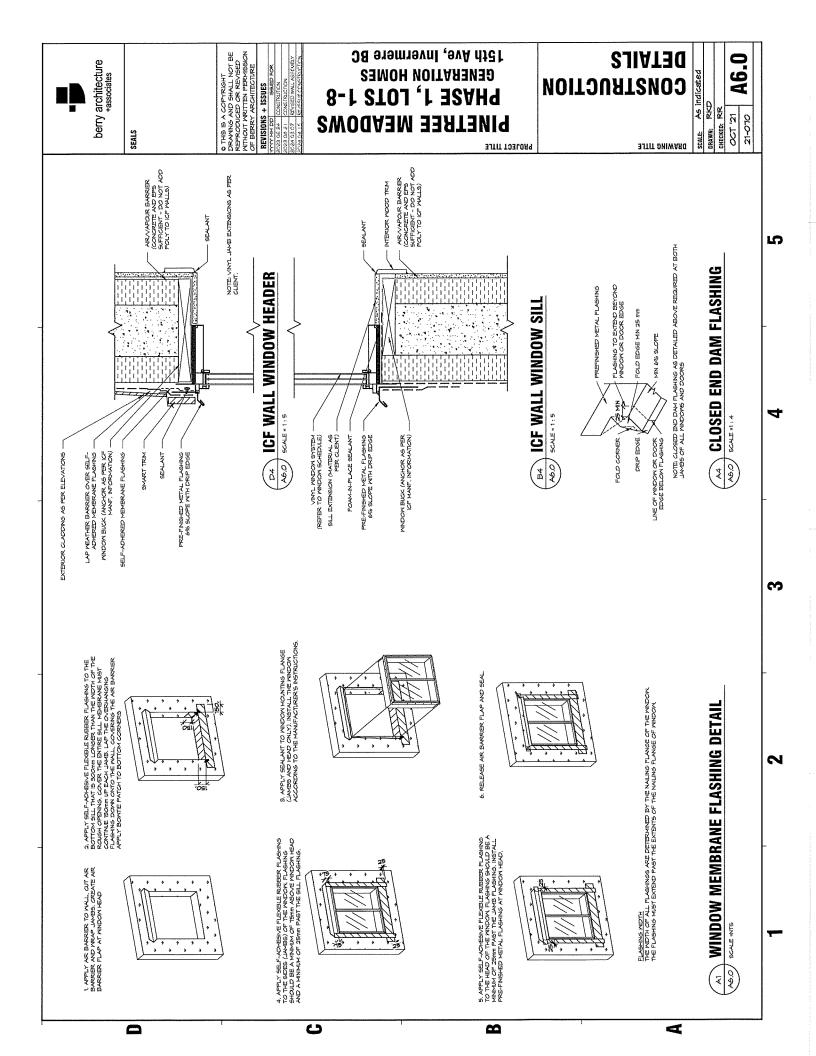


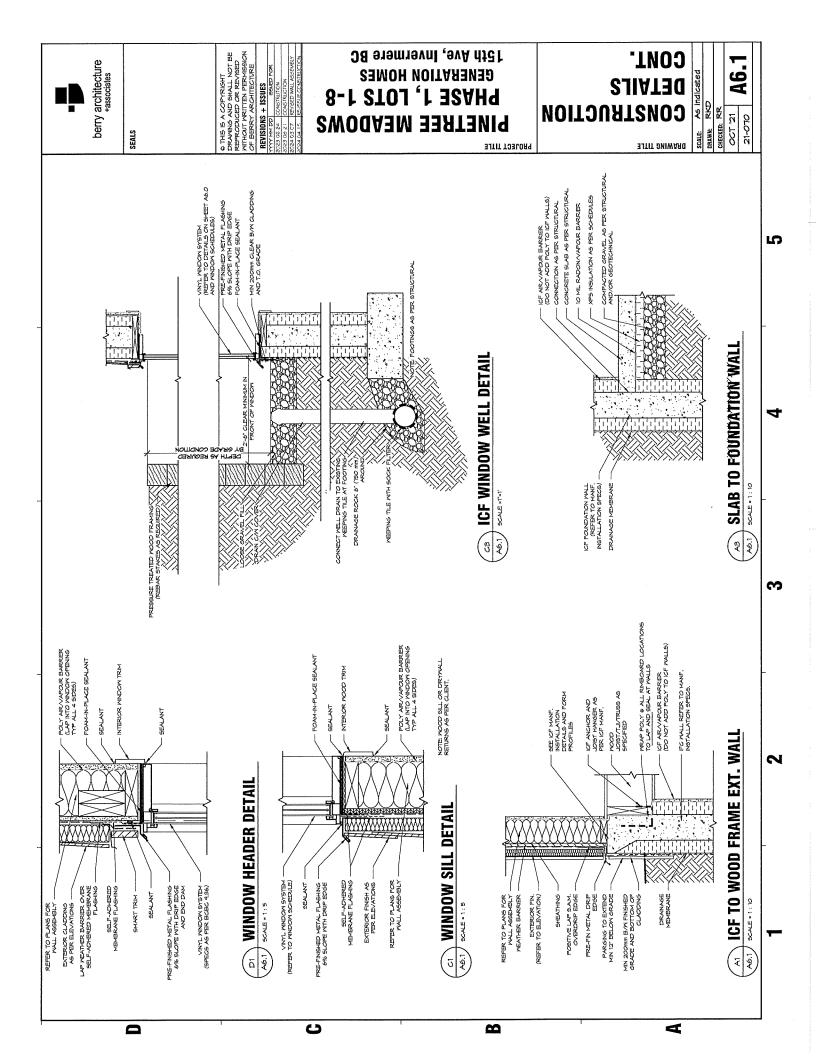


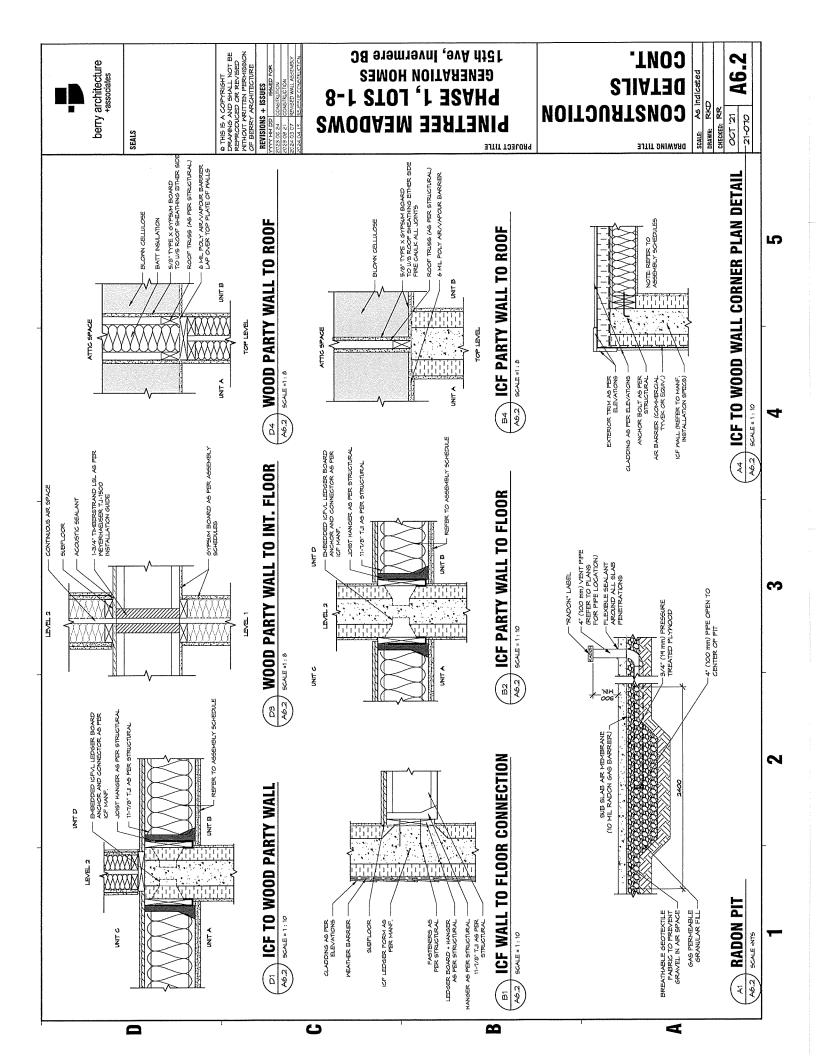


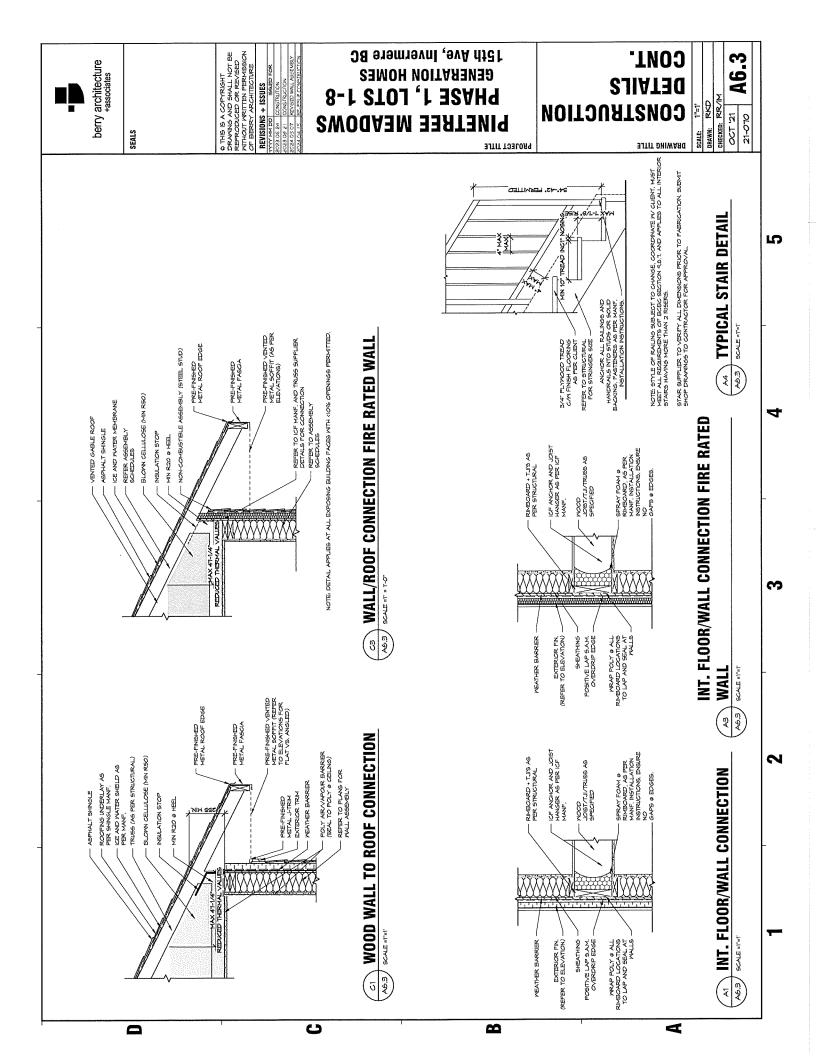












Phase 1, 50 may architecture

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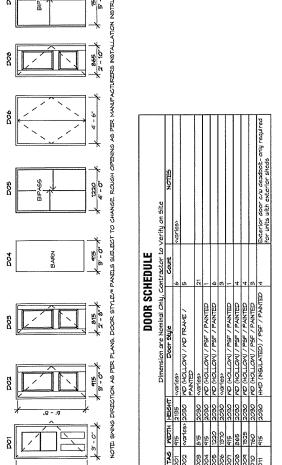
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Phase Invermere BC

Scale 1, 50

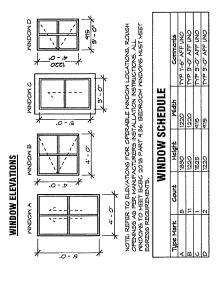
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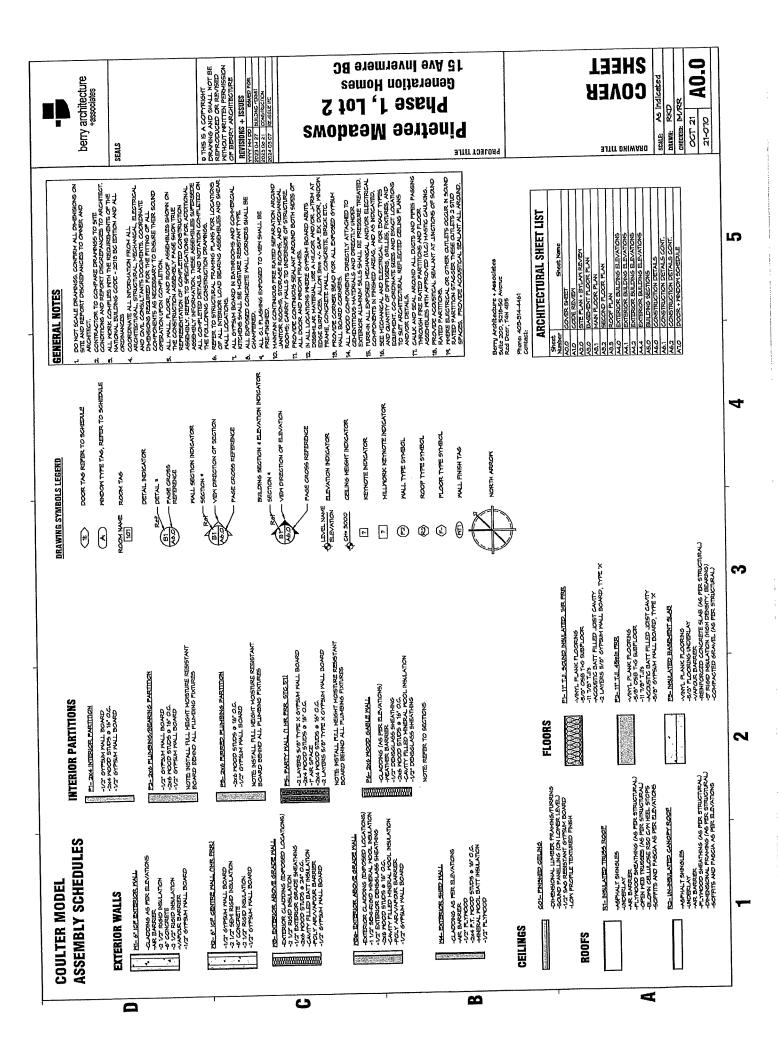
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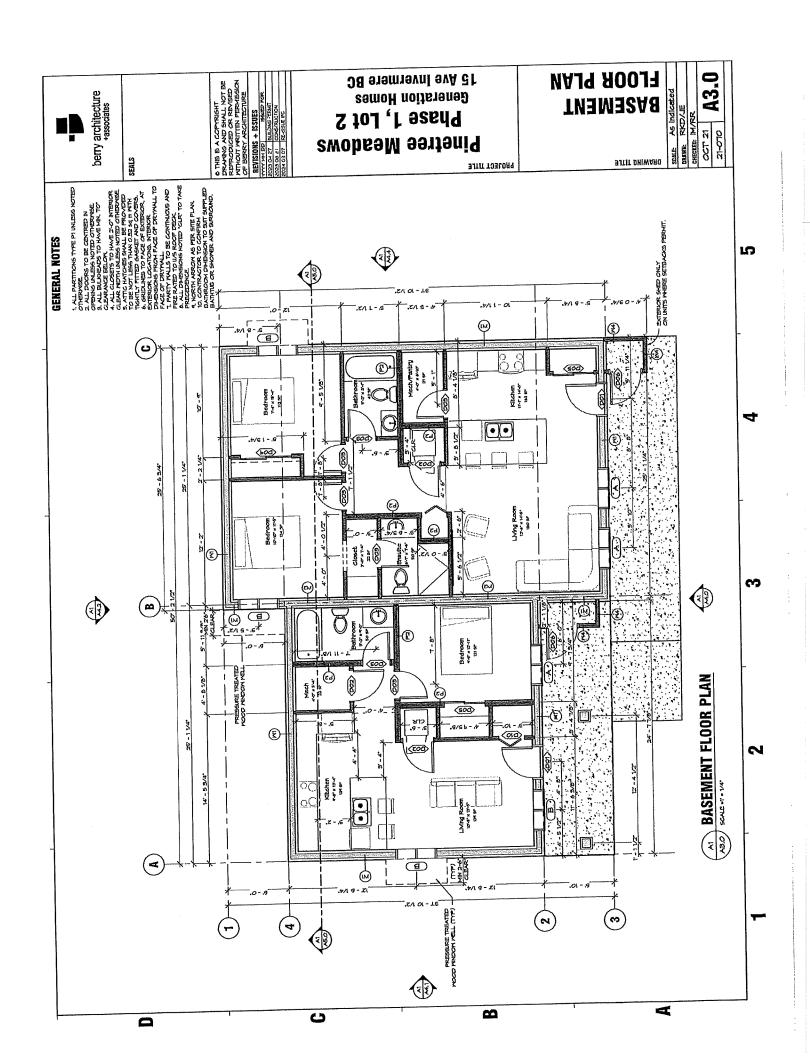


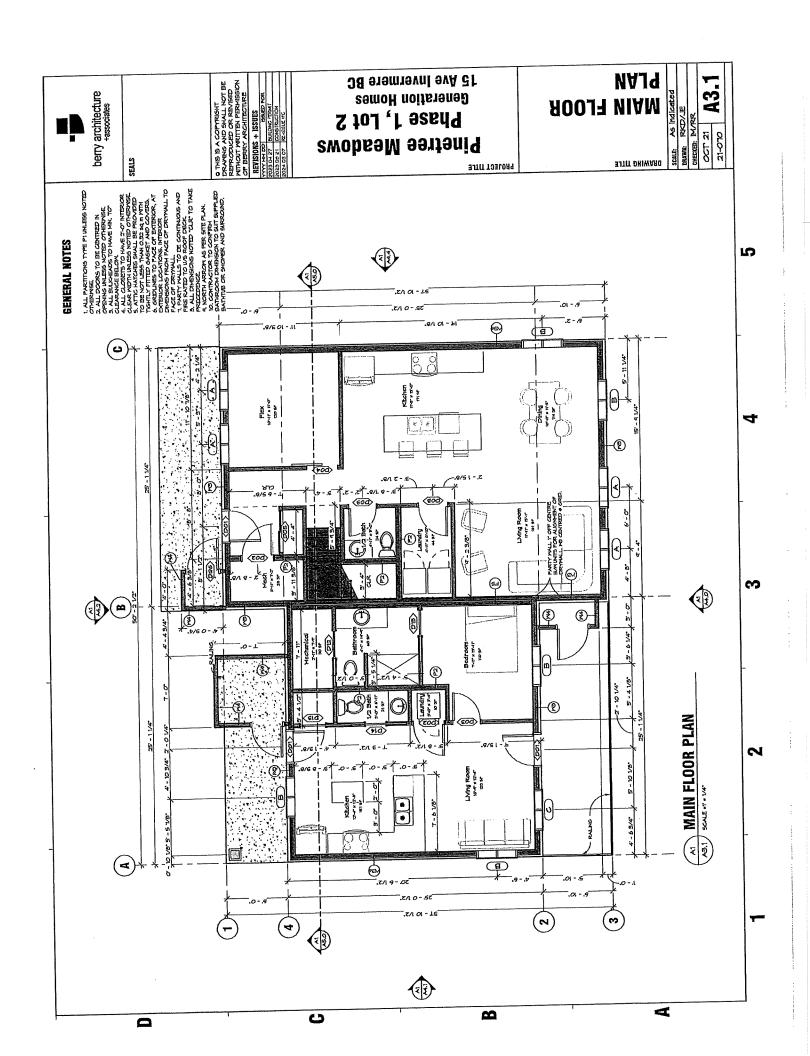
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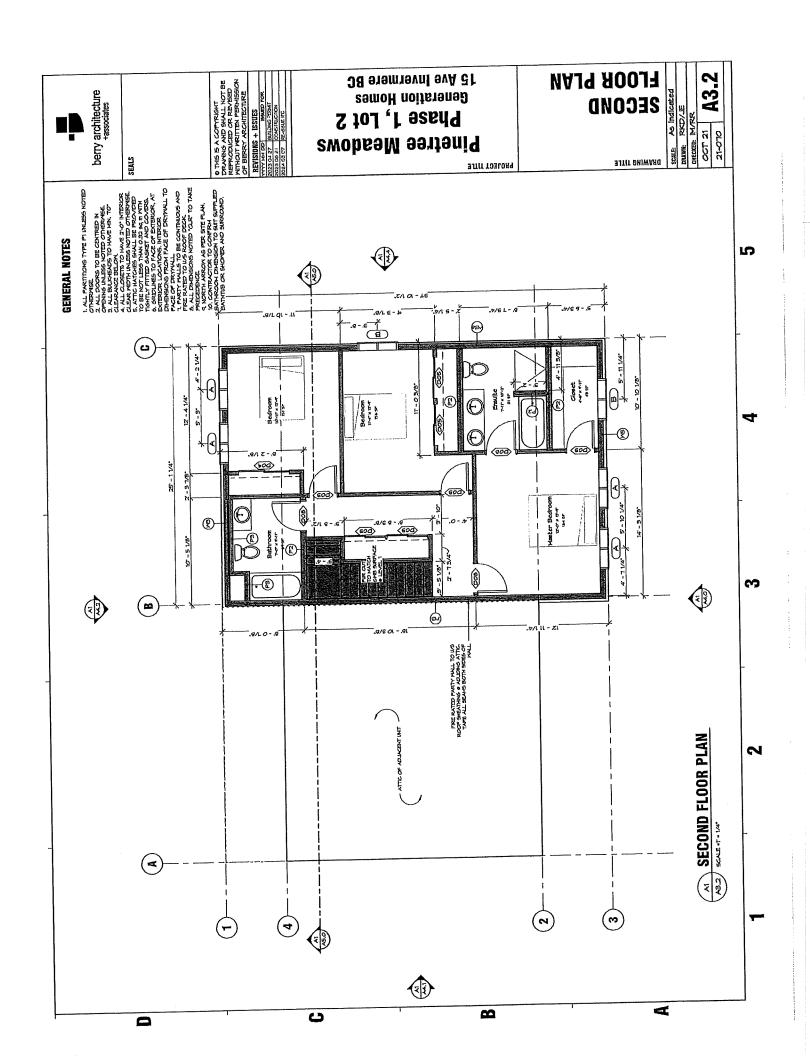
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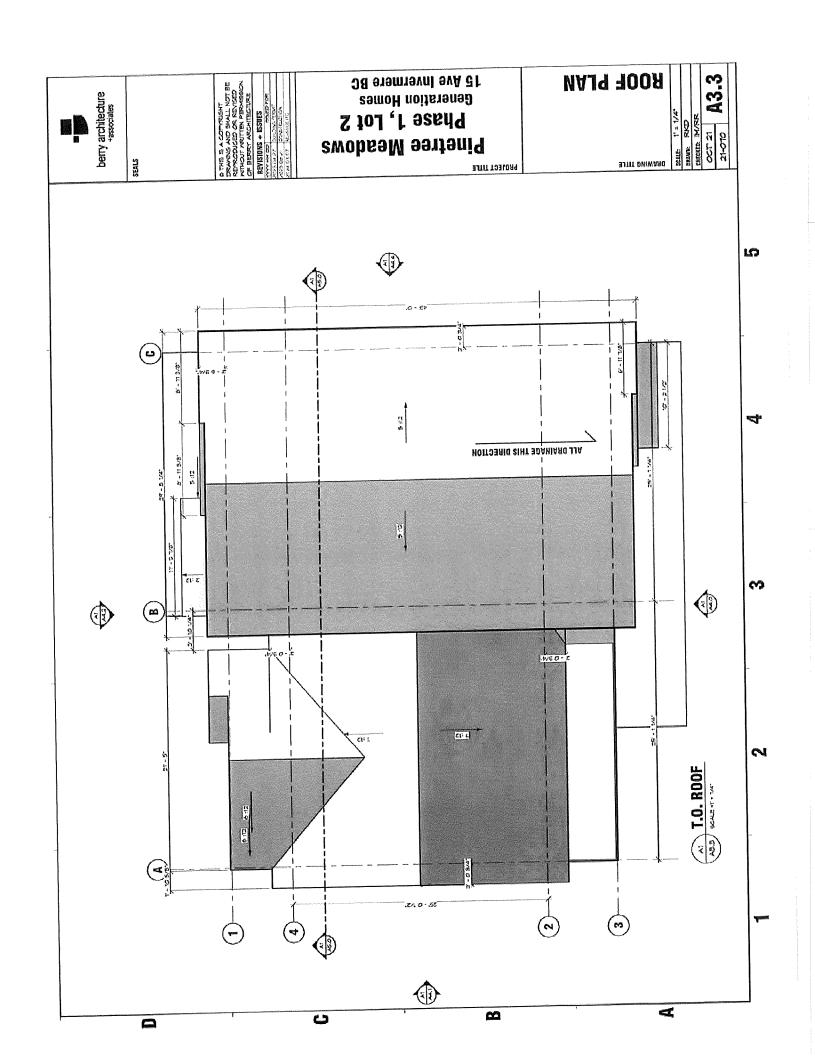
### Phase 3

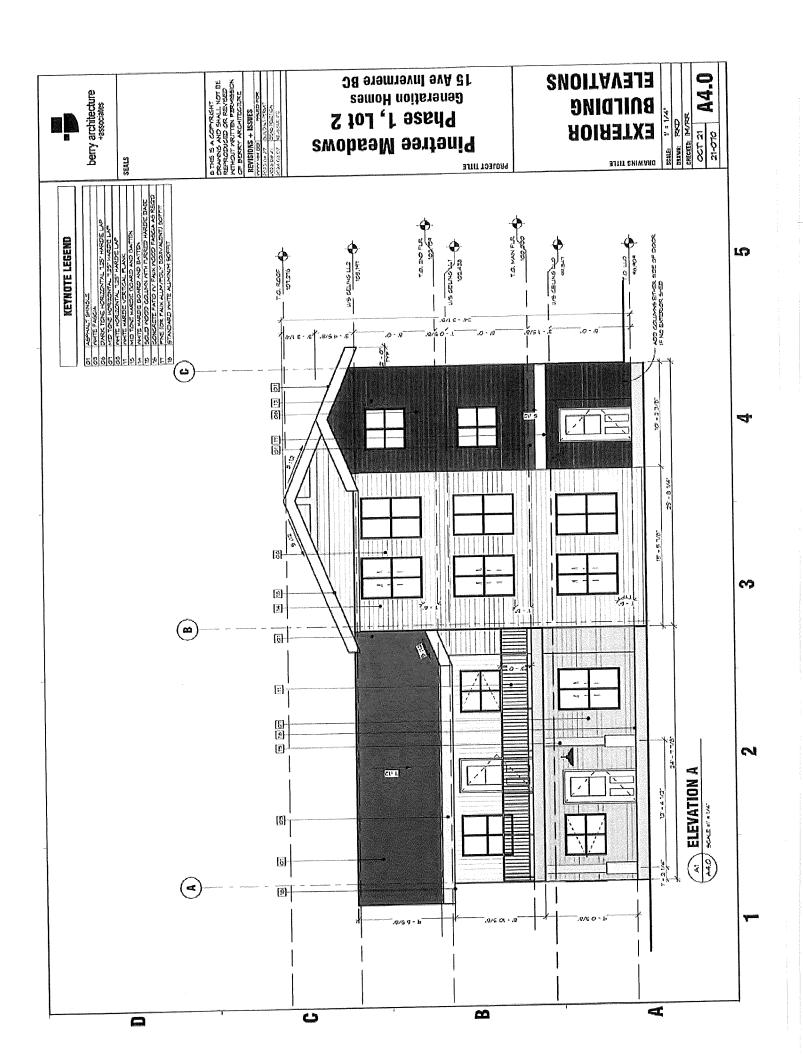


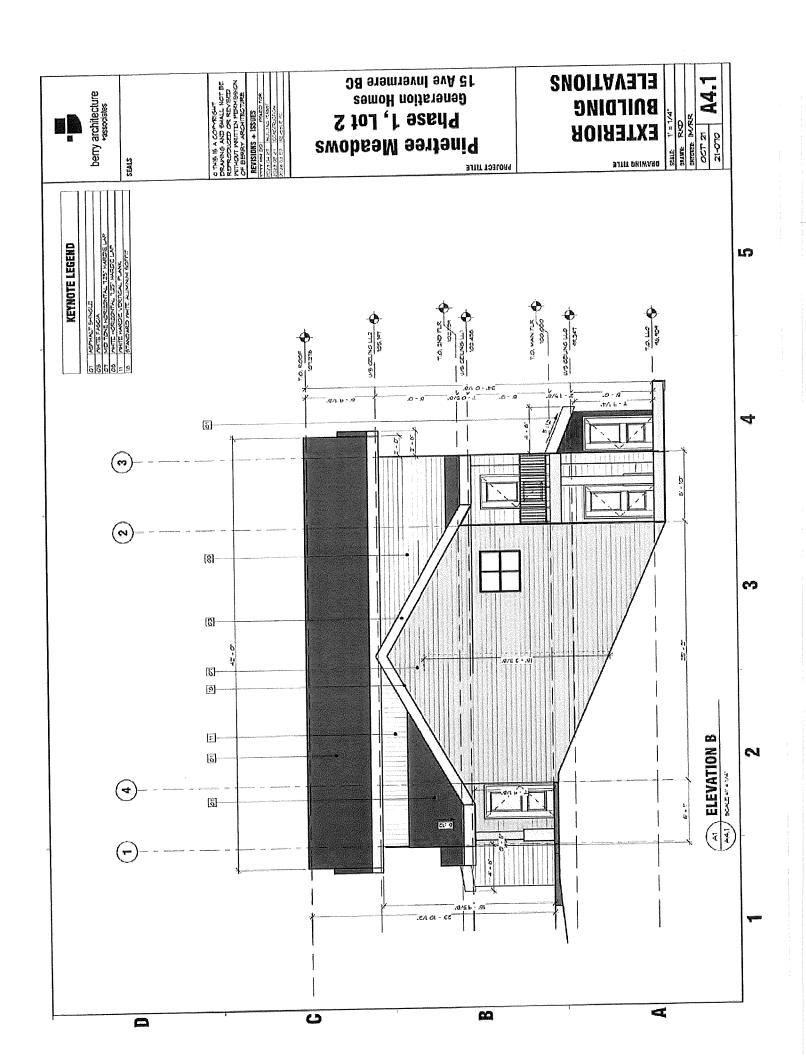


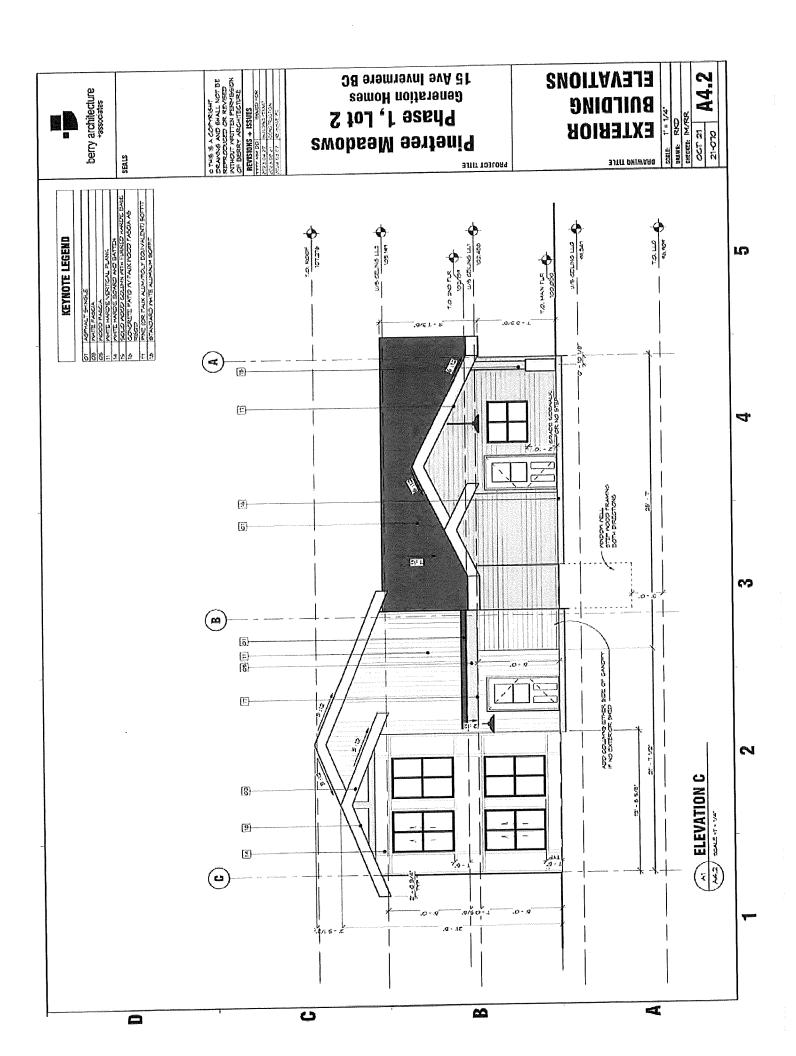


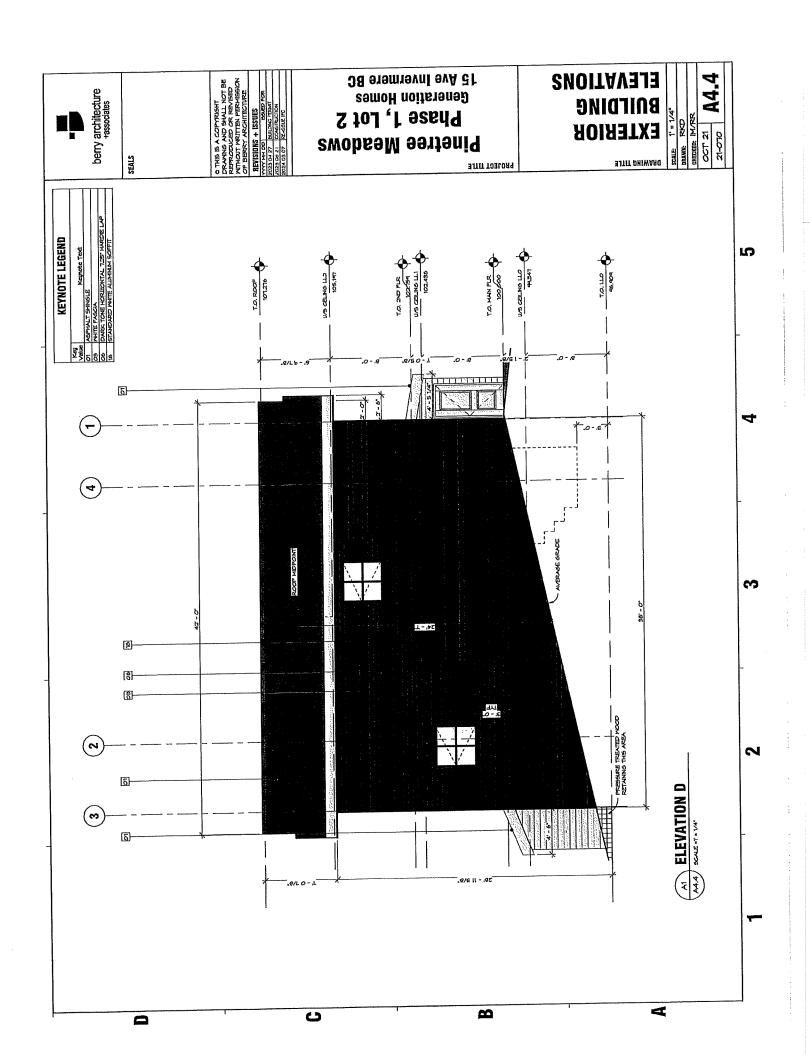


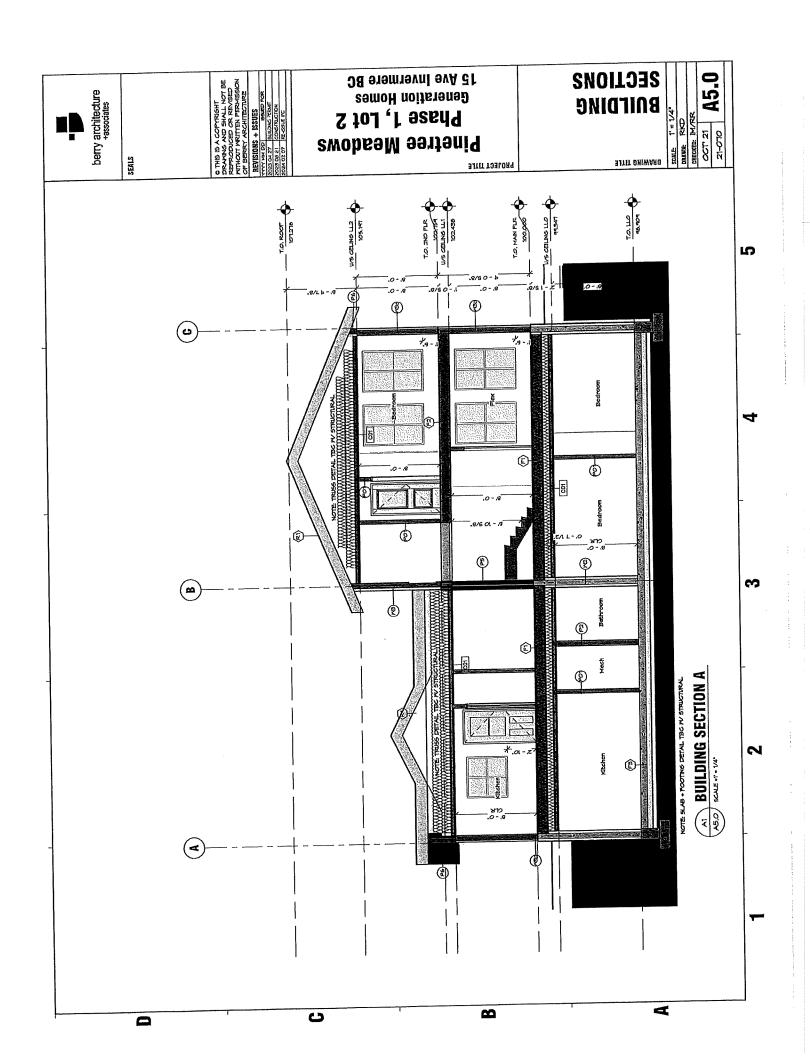


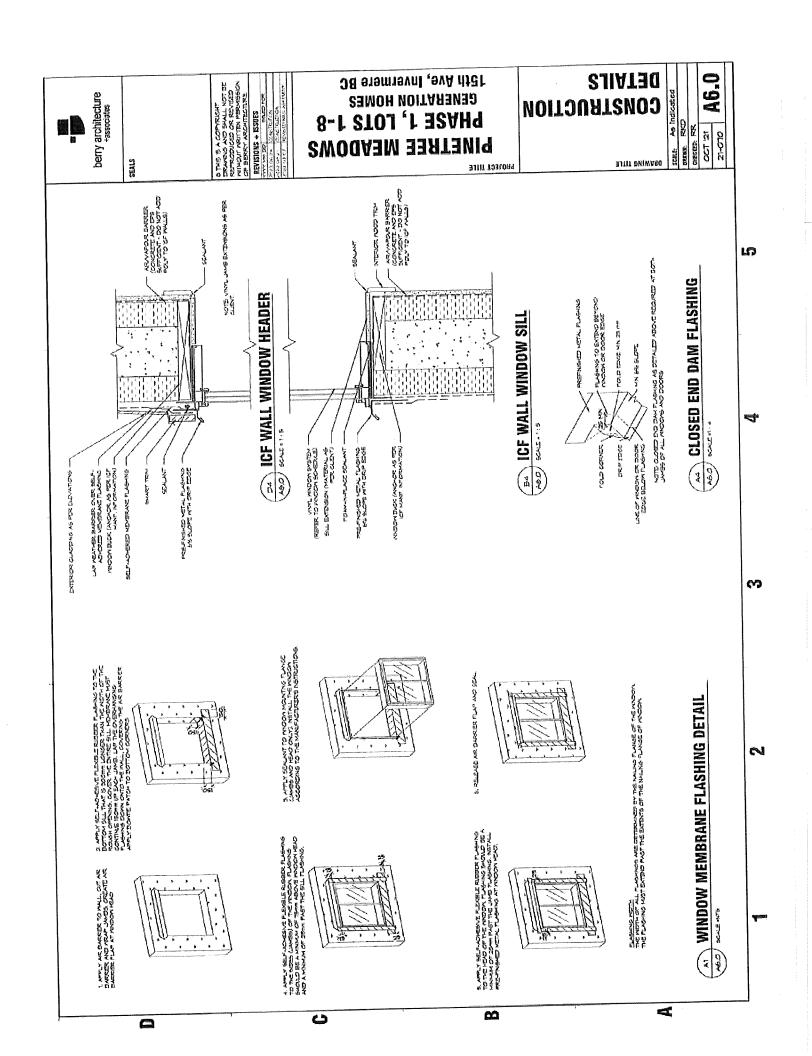


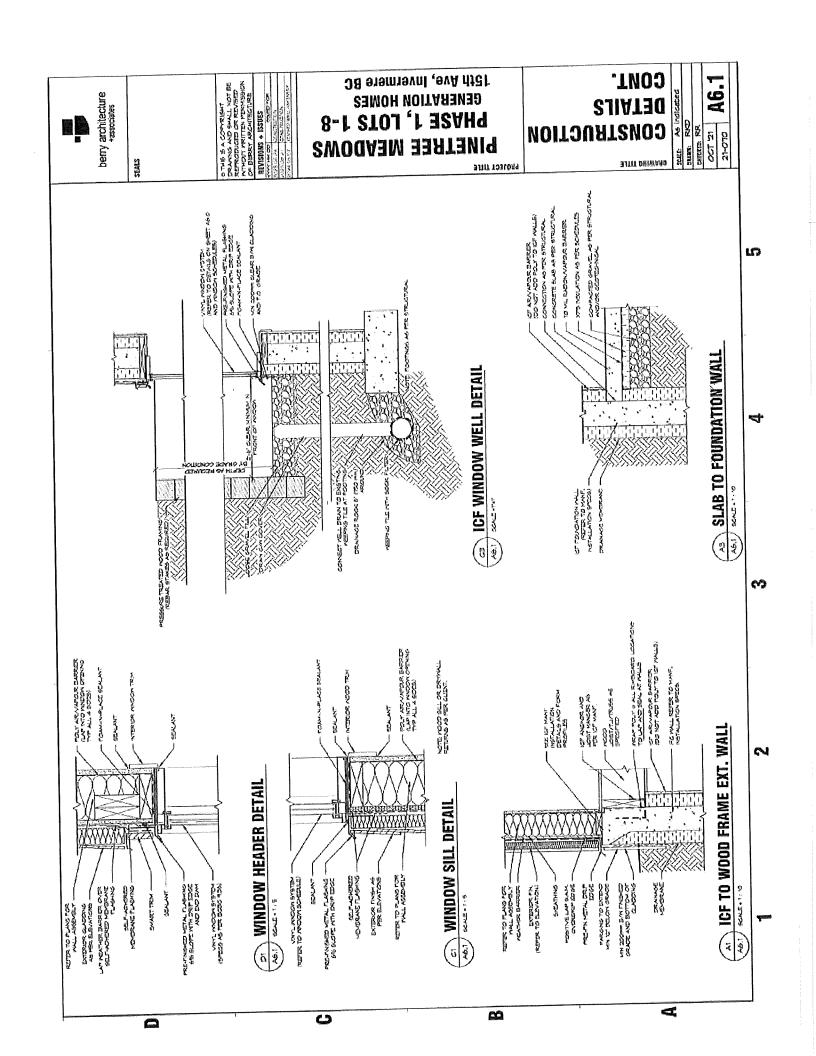


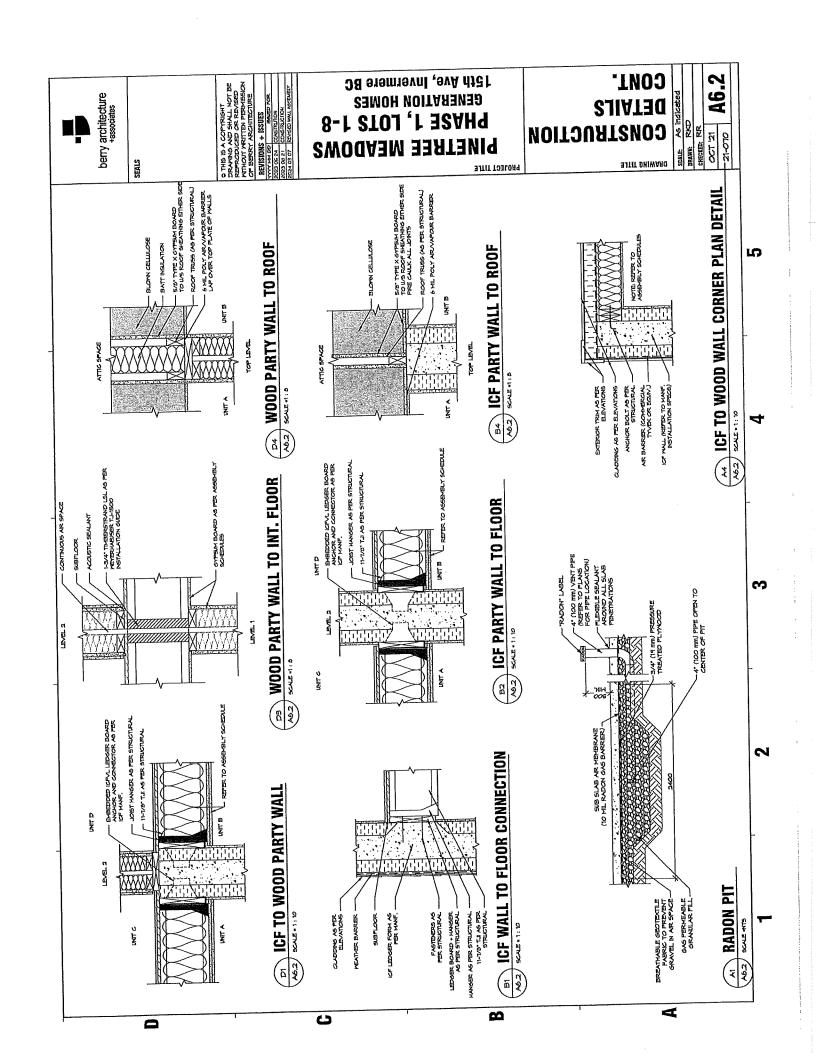


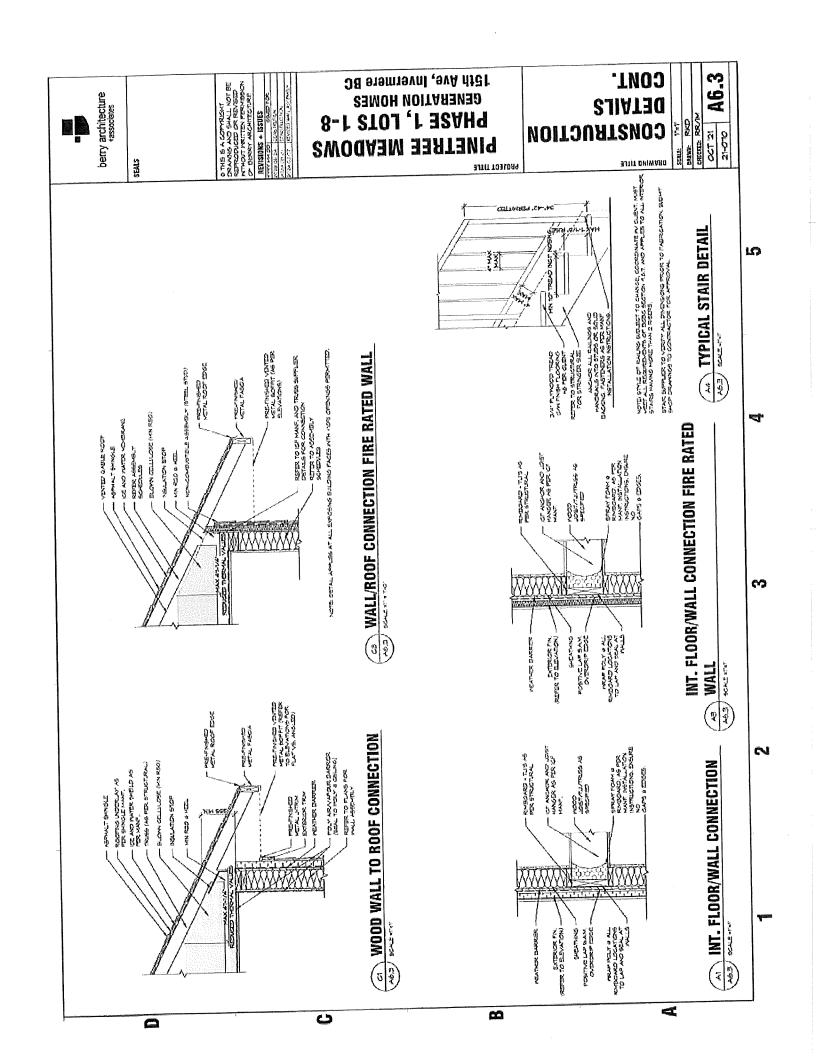




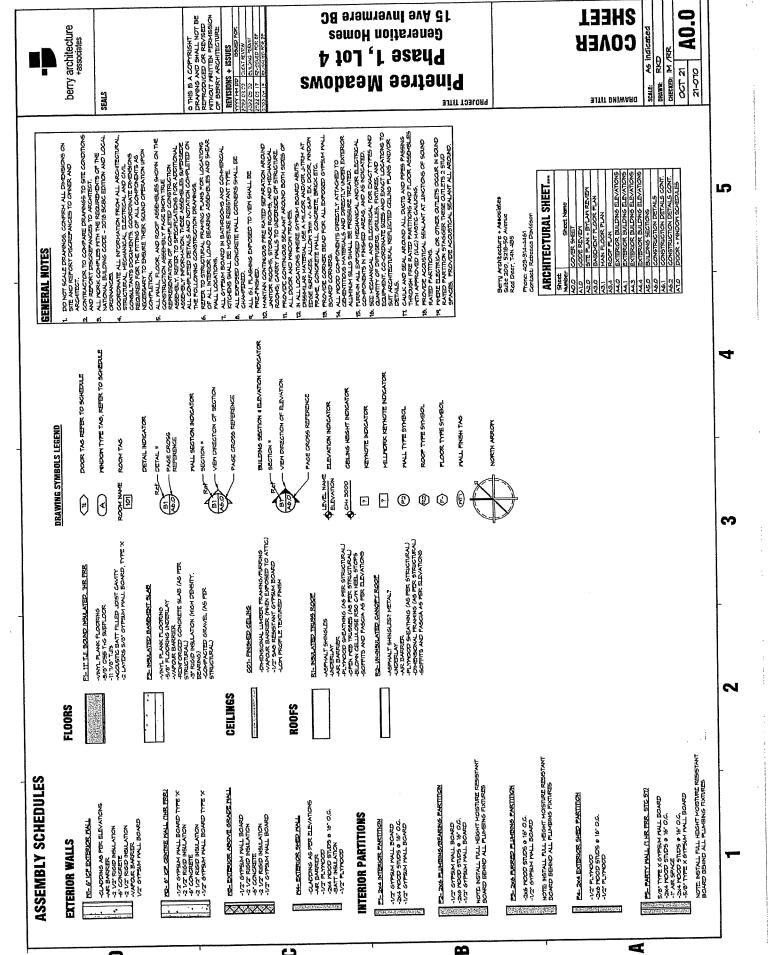






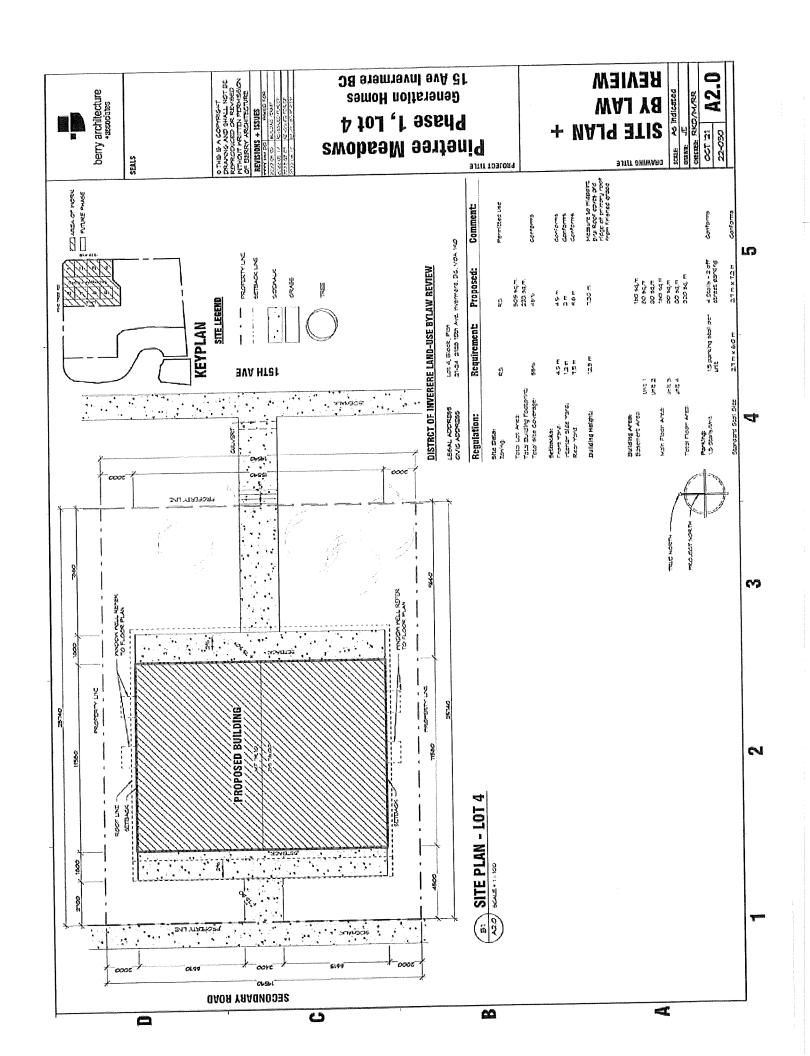


Phase 5 and Phase 8



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	berry ard	\$\$ \$\$	SEALS			O THE B A COPYRIGHT DRAWING AND SHALL I	REPRODUCED OR RI WITHOUT WRITTEN PE OF BERRY ARCHITE REVISIONS + ISSUES	2022 OS C2 BUIL 2022 OS 07 PESS 2022 OF C5 PESS	200 CE 14	S	wobse				-OH4	IITE .	П ријуля	SCALE 1 DRAWN:
Propasad:		Heat Recovery Ventilators (HRV)	מאמפנים	19.67	4.01 4.01	Heat Recovery Ventilators (HRV) provided		2.64 2.64	Entire walkout basement slab RSI value of 2.64		yeTC 44 ceiling provided, STC 47 sulls provided (refer to schedule) enverted to refer to schedule) enverted to refer to review these assemblies, need to review and review fir not meeting, please the man letting, please the man letting.	II Number of degree days 4750,	Moisture Index of 0.57. secondary plane of protection not required. If this data can be found in appendix C, find the closest city in the list.	<b>6</b> x	I, ice well construction compiles with requirement as noted, willized unit neurolisture sensitive materials and does not include intersecting floor assemblies.	on- ורפ		
Requirement:		The effective thermal resistance of above-	ground opaque building assemblies or portions thereof shall be not less than that shown for the applicable heating-degree day category in the applicable heating-degree day category in		2.27 4.51		category in b) where the ventilation system includes heat recovery equipment. 2.46	. 1.46 1.46	yhere an entire floor assembly falls into two categories noted above, the more stringent	value shall apply	A dwelling unit shall be separated from every STC 44 celling provided, STC 47 other space in a building in which noise may be walls provided (refer to schedule) generated by als separating assembly and chavent checked the rathings on adjoining constructions, which together these assemblies, need to review provide an apparent sound transfersion class and review it not meeting, please	(ASIC) Taking Of fice less and ref.	Exercical pages precipitation transports by Holsture Index of 0.57. Secondary be protected against precipitation transports an exterior cladding assembly consisting of a plane of protection not required, rise plane of protection and second plane of exils data can be found in rise; plane incorporating a capillary break, appendix C, find the closest clip where a) the number of degree-days is less in the list.	mian zono moro de degre greater than 0.40 or b) the number of degre days is 3400 or more, and the moisture inde is greater than 1.00	in exterior walls described in Sentence (5), the First and second planes of protection need not incorporate a capillary break, where a) it can be shown that omitting the capillary break will not adversely affect. The performance of the building assembliesc) the wall (1) is constructed of non-moisture	sensitive materials, and interacting of or on- supported floors are also constructed or non- moisture-sensitive materials, or [1] is constructed as a mass wall of sufficient thickness to minimize the transfer of moisture to the interior		
Regulation:		Thermal Characteristics Cumate Zone 6 436.2.6.1) b)		Minimum Effective RSI	Malist Ma	4,36.2.8.	-	Unheated floors below frost line: Unheated floors above frost line: Siab on grade with integral	footing: 4,36,2,8, 2)		Sound Transmission 4.11.1.1)	Required Protection from Precipitation			ران يوداده			
Preposed:		Group C - Residential	2 Stories	32 <i>0</i> sq.m	Prapased:	45 min Fire Resistance Rating provided within dwellings, 1 hr Fire Resistance Rating provided between sultes	45 min Fire Resistance Rating provided within dwellings, 1 hr Fire Resistance Rating provided between suites	N/A	45 min Pire-Resistance Rating	Proposod:	i 1 hr Fire-Resistance Rating provided	1 Limiting distance no less than 4.0m provided throughout. All openings comply with limits stated in Table 9.10.14.4 A	Information only	Information only al	j Max travel distance 1 storey	Windows comply, refer to schedule ge	Mindow wells provided in conformance	Windows provided ve ird ird
	ניתוניים	Group C - Residential	up to 3 stories	Not more than 600 sq.a.		permitted in Sentences (2) to (4), all embiles shall be constructed as fire as	Fire resistance rating not less than 45 mln	No rating required	Loadbearing walls, columns, and arches shall have a 45 min Fire-Resistance Rating fre-test than the traguired for the supported assembly (45 min).	Requirement	Residential occupancies shall be separated from all other major occupancies by a fife separation having a fire-resistance rating of not less than it	A limiting distance equal to haif the actual limiting Limiting distance no less than distance shall be used to input requirements 4.0m provided throughout. All unters if the department response time exceed 10 openings comply with limits stated where if the department response time exceed 10 in Table 9.10.14.4 A	Stroke alterns conforming to CANAULC-6531 Shall be installed in a) each duelling unit b) bach sleeping room within a duelling unit, and chancillary sieeping room within a duelling unit, and chancillary and common spaces not in duelling units in a house with a secondary series in the duelling units in a house.	um a secular y source in the minestelled in genote detectors are permitted to be installed in leu of smoke alams as stated in sentence (3) are lieu of smoke alams as stated in sentence (3) are permitted to sound notalized alams within individual suites, and need not sound an alam throughout the	rest of the building.  every duelling unit containing more than 1 storey shall now exits or egress doors located so that I shall not be necessary to travel up or down more than 1 storey to reavel served by a) an egress door Or b) an exit doorway not more than 1:5m above ground level	Each bedroom shall have at least one outside wingou or exterior door operable from Inside activities of the color or special troubleds without the use of Keas, took or special troubleds. The undulbout the removal of spanes or hardware The undulbout the removal of spanes or hardware The undulbout all provide an unobstructed opening of not less than 0.35 ag m with no dimension less than a secom and maintain the required opening during an emergency without the need for additional during an emergency without the need for additional	support. A window well, a clearance of not less than 160mm shall be provided in front of the window	A window or access panel providing an opening not less than 1100 mm high and 550 mm wide and having a still height of not more than 900 mm above the floor shall be provided on the second and third storage for every building in at least one well facing a storage for sorry will put in the second and third storage are not all facing as the second and third storage are not all facing as the second and the second and third storage are not all facing as the second and the second are second and the second and the second are second as the second and the second are second and the second are second as the second and the second are second as the
	Regulation	occupancy classification	4.10.2.1. Building Height D		Samitaling of the same of the	ating 1)	Cellings 9,10,9,14	Roof Rating 4.10.8.1 1)	Loadbearing Rating 4.10.8.3.	Requistion:	Separation of Residential Occupancies q.10,q.11 1)	Limiting Distance 4,10,14.3.	Smoke Alarms 4.10.14.1. 1)	9,10,19,4,4)	Egress from Duelling ហৈটি વ.વ.ব.१ १)	Egress from Bedrooms 4.4.10.1. 1).2)	4.410.1. 3)	A 9.1020.1. 1)

CODE BEAIEM

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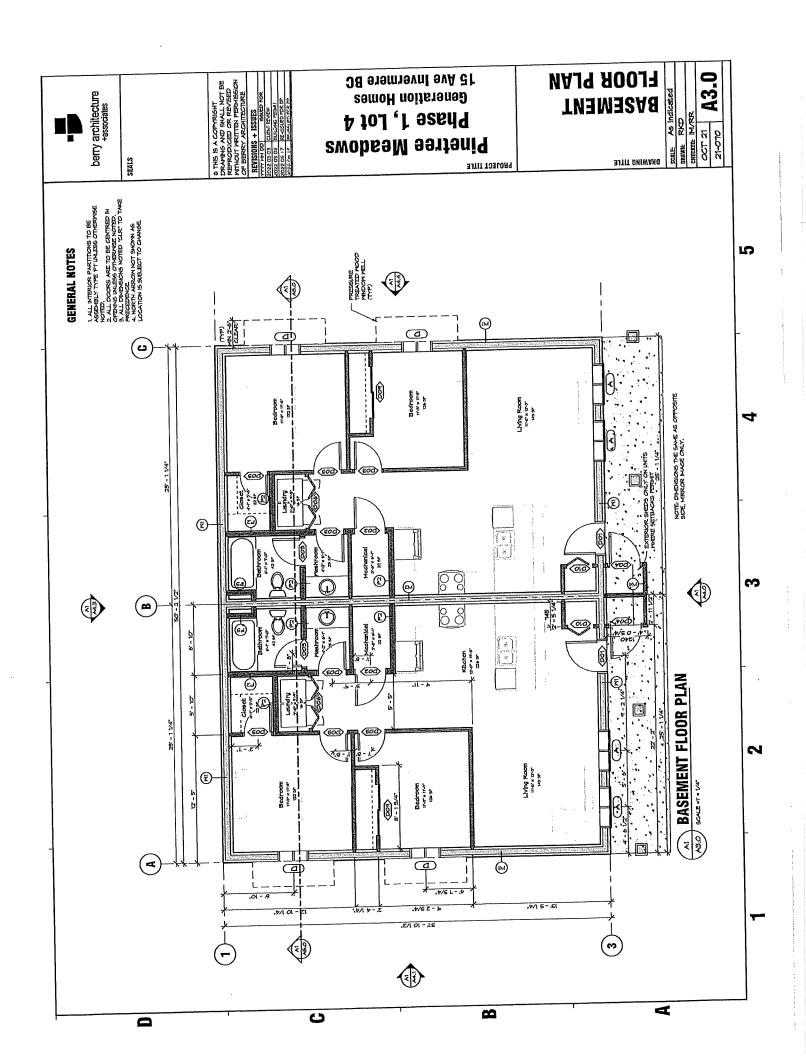
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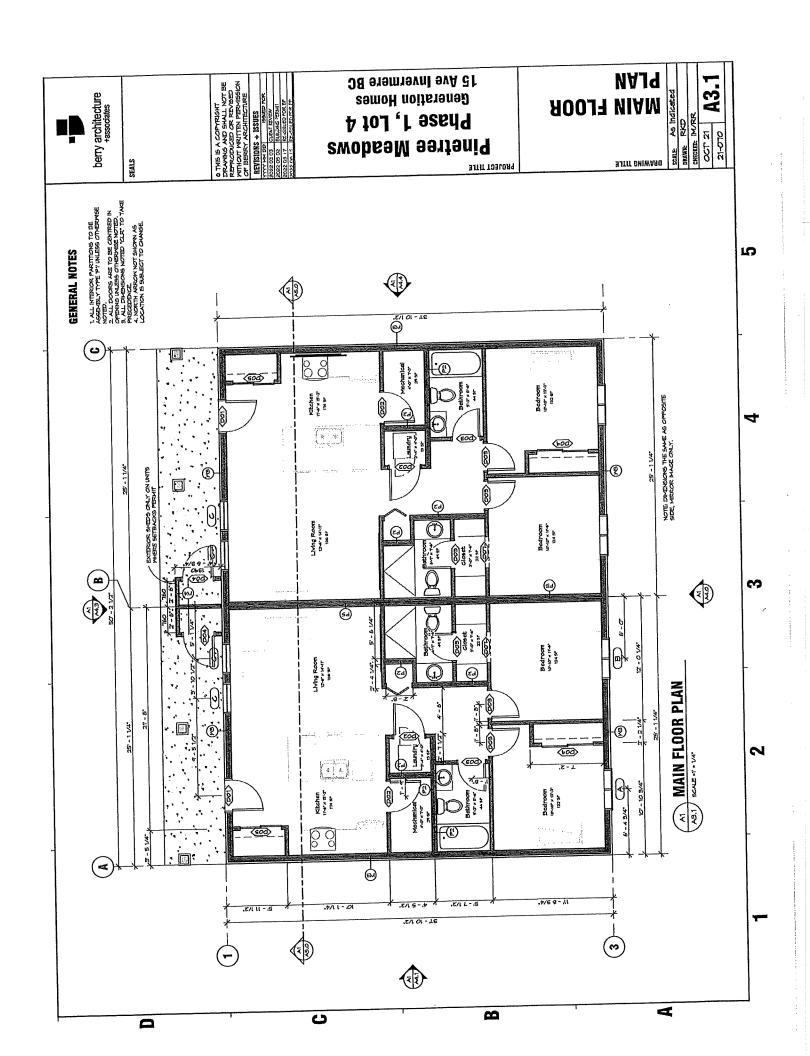
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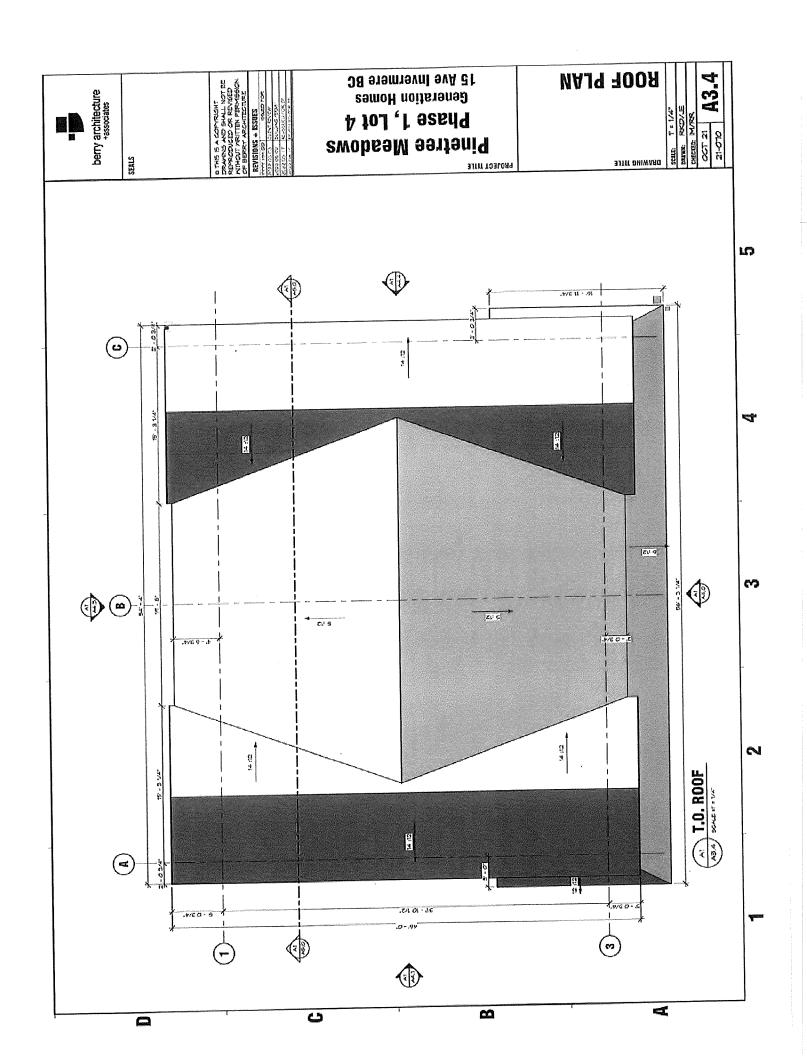
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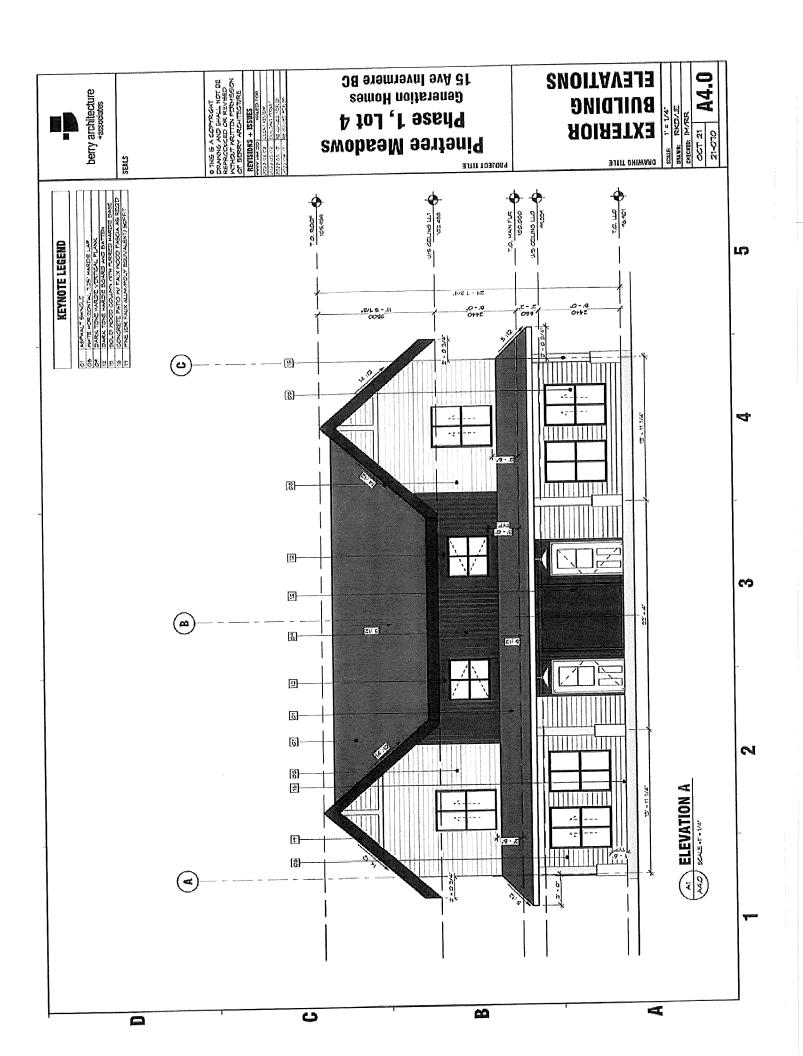
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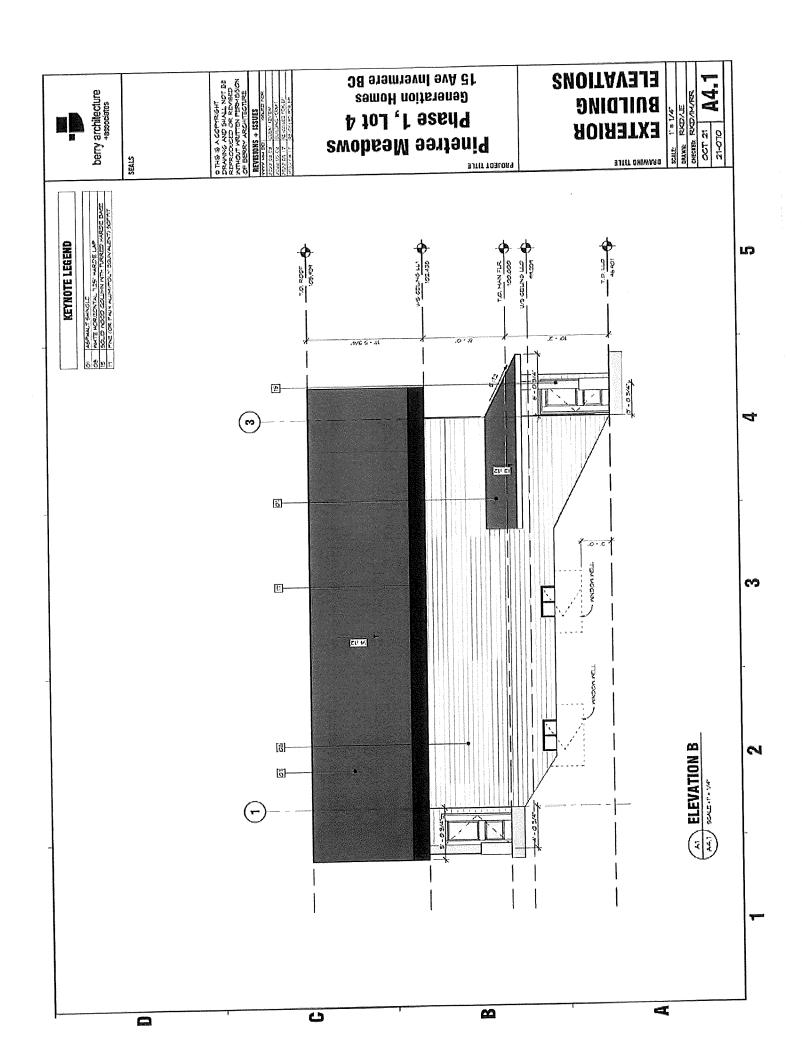
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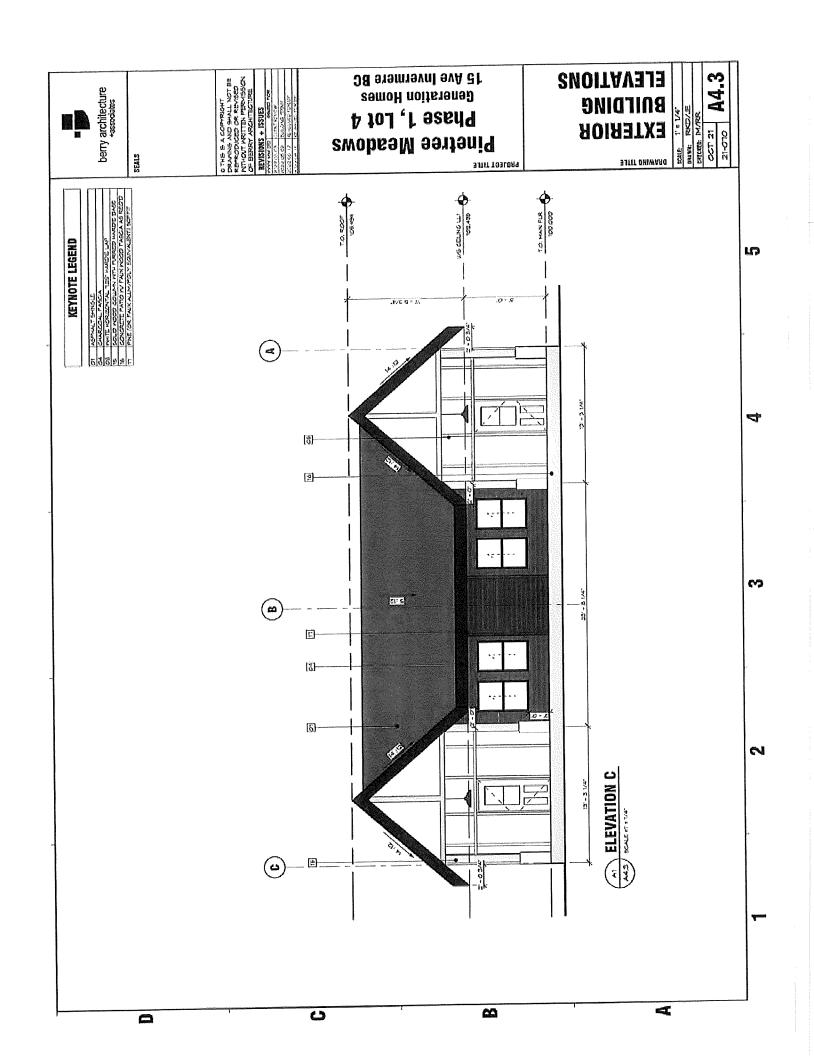


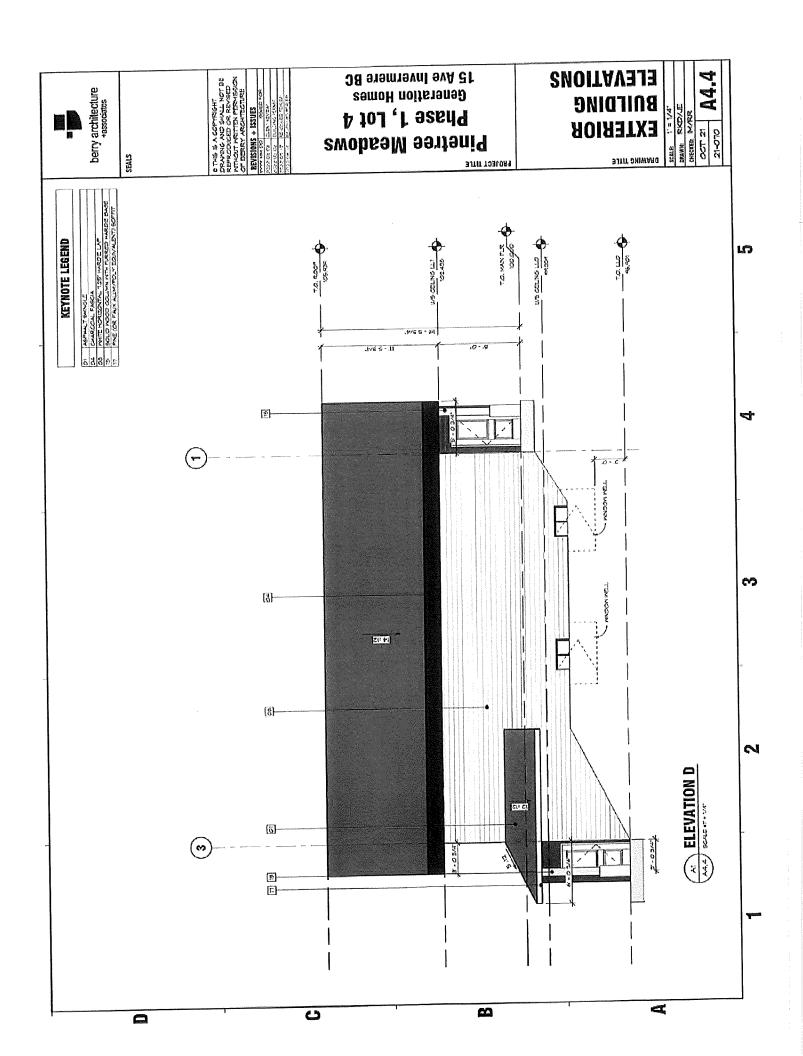


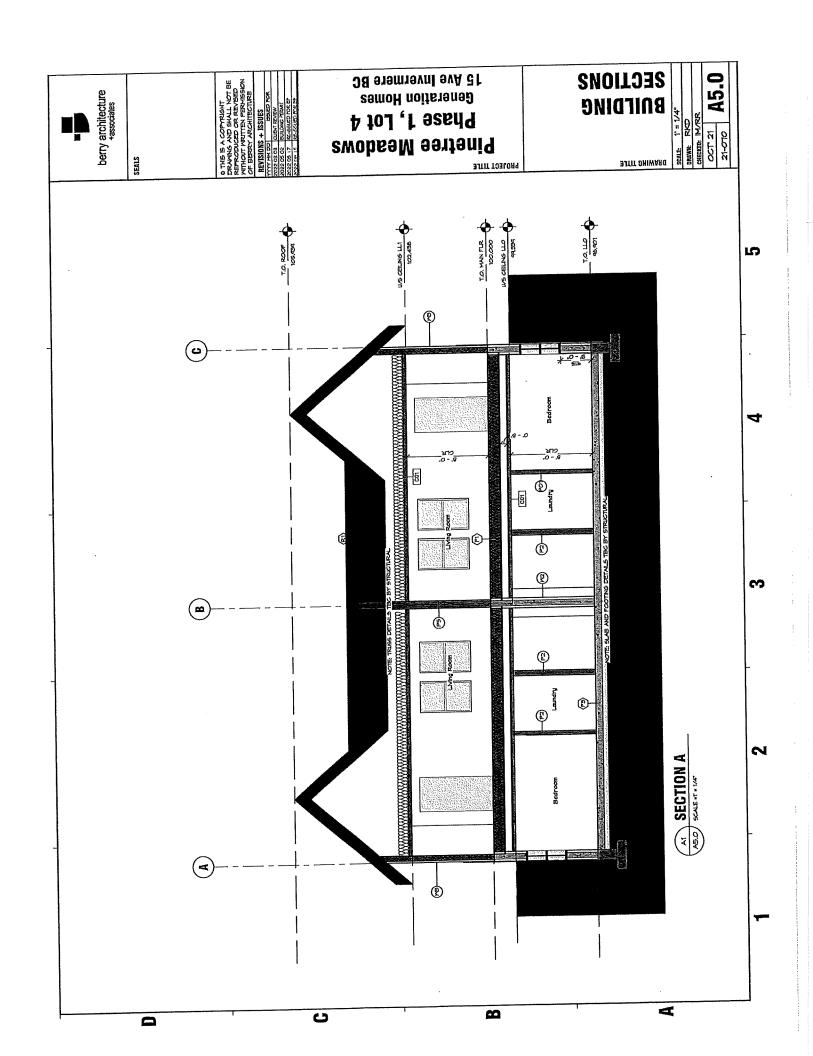


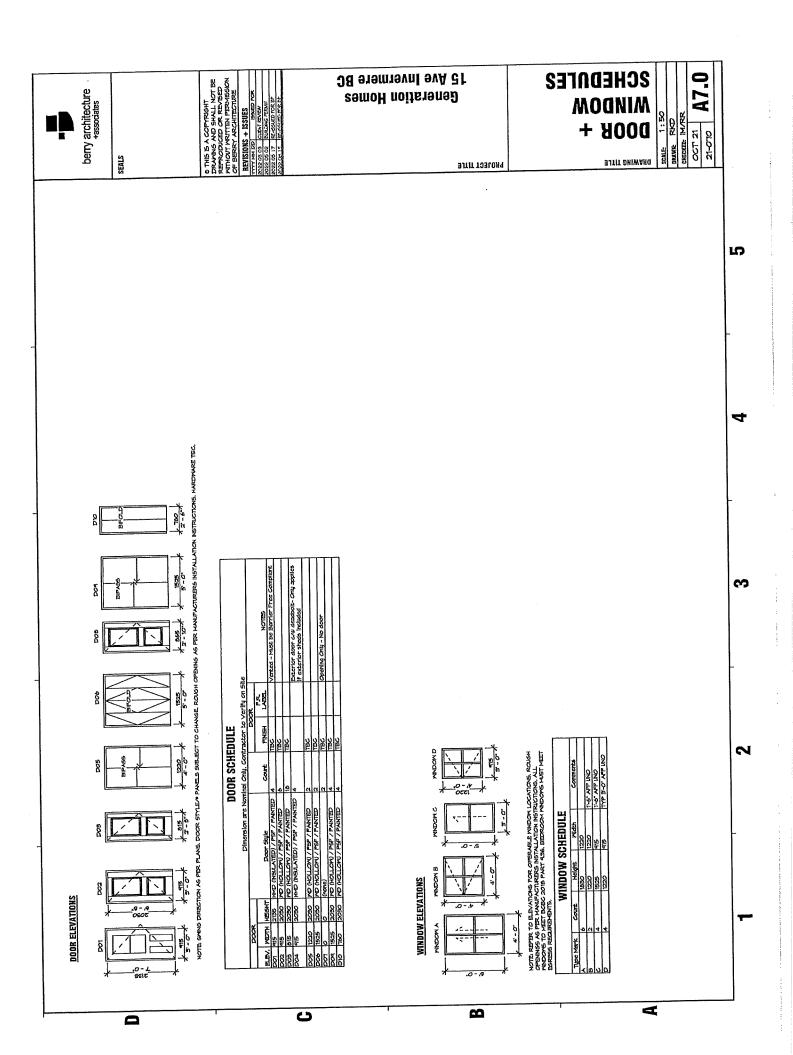










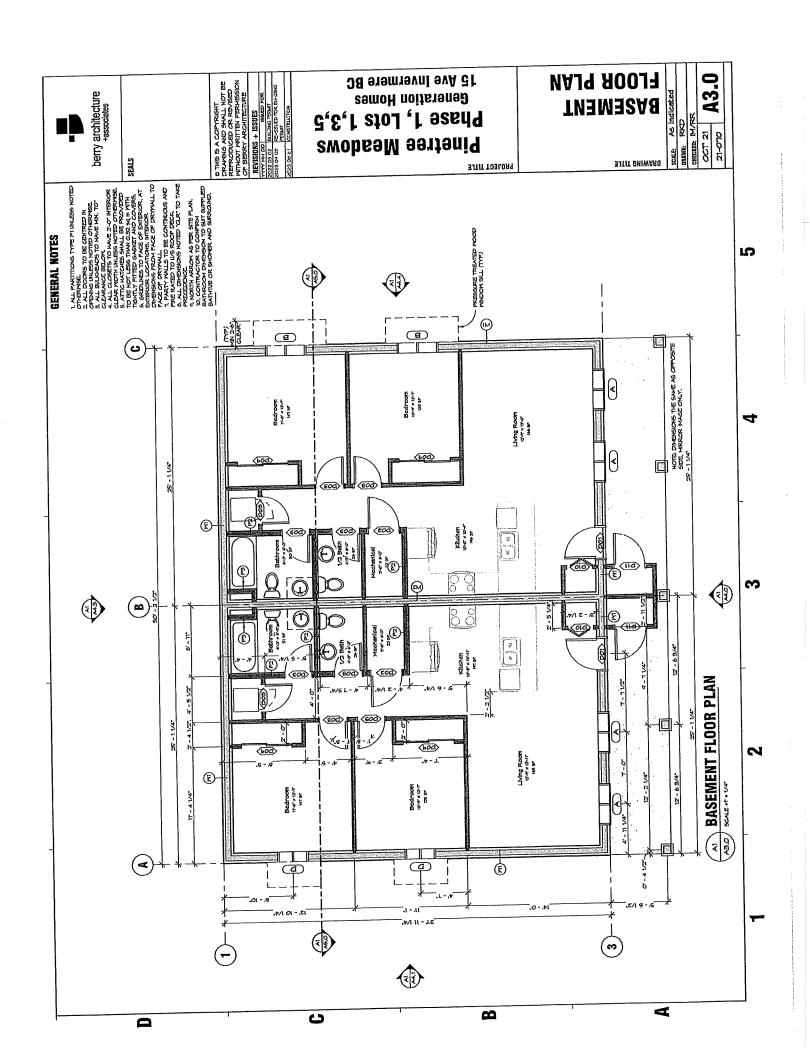


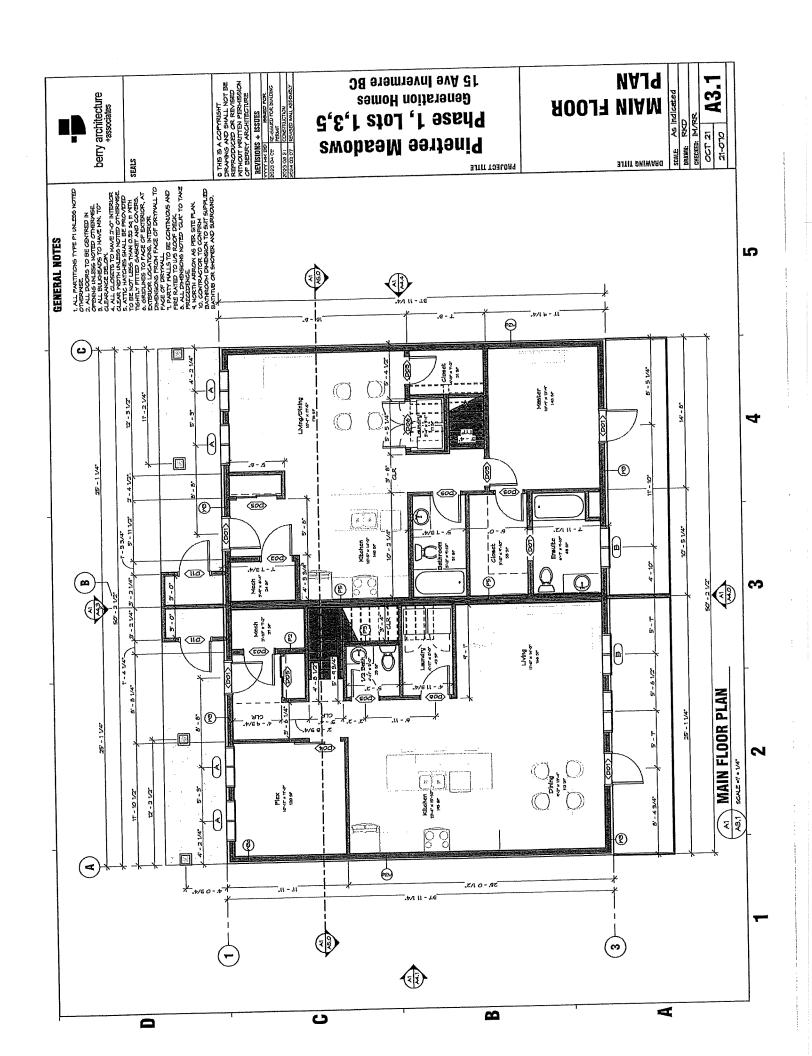
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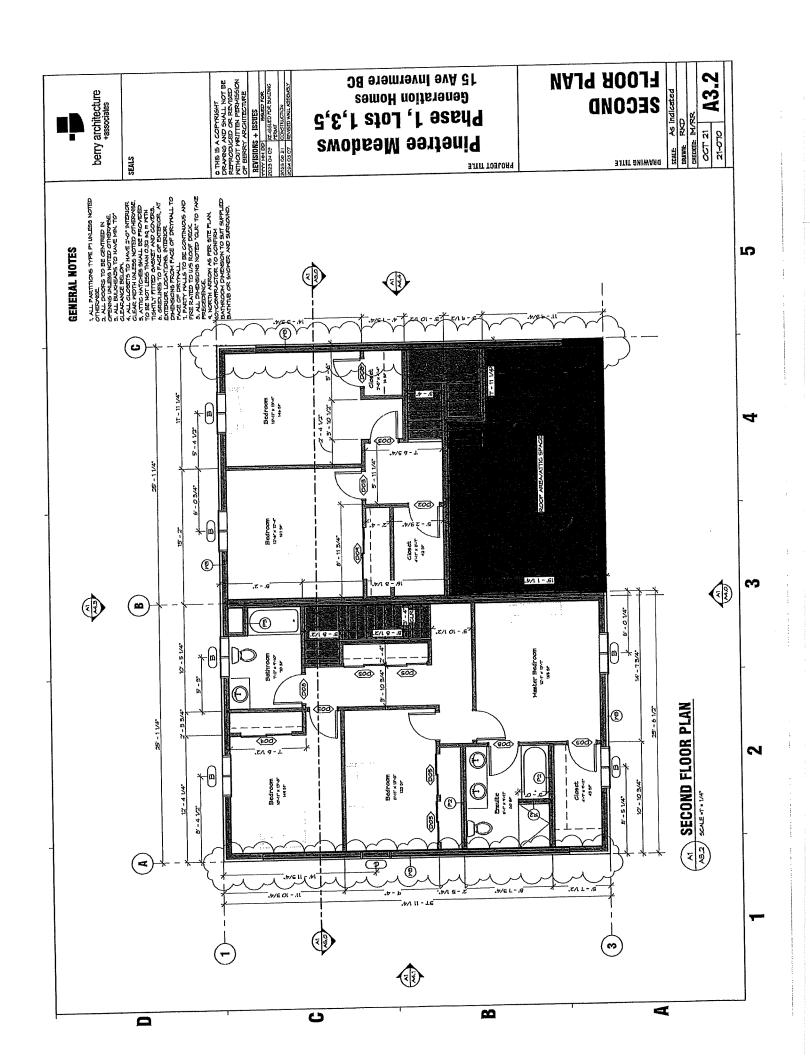
## VISIONS + ISSUES THAT DO SE SELECTOR DALDING TO CE RELECTION FOR DALDING SCALE. As indicated DRAWIL RKD CHEKED: IM/RR berry architecture Generation Homes CONER Phase 1, Lots OCT 21 21-0-12 Pinetree Meadows SEALS BUTT DHIWARO PROJECT TITLE ALL WALL, FLOOR, AND ROOF ASSENDED SHOW ON THE CONTRIGHTORN ASSENDED SHOWED SHOWING THE SHOW THE SEPREMENT OF CONTRIGHTORN SHOWS TO SPECIALISMS FROM ASSENDED ALL COMPLETED DETAILS, WE NOTATION COMPLETED ON THE POLLOWING PRANTICE TO STRUCTURAL PRANTICE PLANT FOR LOCATIONS OF ALL INTERIOR LOS BEARING PLANT FOR LOCATIONS OF ALL INTERIOR LOS BEARING ASSENDED. 12. IN ALL DCK/INDNO WERES OF STEED ROADED PUTTS. THE STEED IS, PROVIDE ACUSTICAL SEALANT AT LINCTIONS OF SOUND RATED PARTITIONS. ORDINATE ALL INFORMATION PROM ALL CHIEDRINAL, SINGUINAL, MECANALA, ELGIRICAL OFILICANAL, SINGUINAL, MECANALA, ELGIRICAL ORGANICANA, SINGUINAL, MECANALA MENORATE AN RECESSARY TO ENEME THE SOAD ENTITOR OF PLETION. 10. MANTAN COMMUCIOS FRE RATES GRAVATION MONO MANTAR ROOMS, STRANDE ROOMS, MO HERANKA, ROOMS, CARRY FALLS TO INCRESIOSE OF STRAINER. IT FROMEE COMMUCIOS SELVIN FROMD BOTH SIDES OF ALL DOOR AND PRICOS FEAVER. GYPSUM BOARD IN BATHROOMS AND COMMERCIAL CHESS SHALL BE MOISTURE RESISTANT TYPE EXPOSED CONCRETE WALL CORNERS SHALL BE MORK COMPLES WITH THE REQUIREMENTS OF THE IONAL BUILDING CODE - 2018 BCBC EDITION AND ALL 6.1. FLASHING EXPOSED TO VIEW SHALL BE PRE-FINISHED. S ARCHITECTURAL SHEET... Berry Architecture + Associatos Suito 200, 5218-50 Avenue Red Deer, TAN 485 GENERAL NOTES WINDOW TYPE 1/46, REFER TO SCHEDULE SECTION 4 BLEVATION INDICATOR DOOR TAS REPER TO SCHEDULE 4 VEN DRECTION OF ELEVATION CHILLS THOSE NOICHOR PAGE CROSS REFERENCE ELEVATION INDICATOR PLOOR TYPE SYMBOL ROOF TYPE SYNBOL KENNOTE INDICATOR WAL THE STMBOL DETAIL INDICATOR DRAWING SYMBOLS LEGEND - PAGE CROSS REPERENCE Ref DETAL\* ROOM TAG ROOM NAME TOT ₹ 1 (2) r-FRAMING (VE PER STEUCTURAL) BATT PILLED CANTY NIN R. 20 TA BOOD INSULTION INDESCRE FRAMING ALZ STEEM WALL BOAND (SELOCOTH FINEH) COPPITS AND PACCAL RG PER BENOOTH TINIEH) PLYNOOD SHEATHING (AS PER STRUCTURAL) DIMENSIONAL FRAMING (AS PER STRUCTURAL SOFFITS AND FAGGIA AS PER BLEVATIONS ZATHING (AS PER STRUCTURAL) BLOWN CELLILOSE RSO C/W HEEL STON SOPFITS AND FASCIA AS PER ELEVATIO 3 NOTE: NSTAL, FULL HEIGHT KOSTARE KESSTANT BOARD BERND ALL PLIMBNO FIXURES NOTE: INSTALL PULL HEIGHT MOISTURE RESISTANT BOARD BEHIND ALL PLIMBING PIXTURES NOTE: NSTAL FOLL MEGAT MOISTARE RESISTANT BOARD BENIND ALL FILMEING FIXTARES -I" AR SPACE -XA WOOD SIDS O 16' O.C. -XCARIC BATT NSILATION -2 LAYERS 5/0" TYPE X SYPSUM WALL BOARD -2 LAYERS 5/8" TYPE X GYPSIM WALL BOARD -2x4 WOOD STUDS @ 16" O.C. -ACOUSTIC BATT INSULATION SS- INSULATED DORMER ROOF RI- INSULATED TRUSS ROOF P2-2X6 PLIMBING/BEARING PARTITION PD-2X6 PURRED PLUMBING PARTITION PS-PARTY MAL (1 HR FRR STG ST) P4-2x4 EXTERIOR SHEP PARTITION ASPEALT SHINGLES -CLADDING (AS PER ELEVATIONS) -PEATHER BARRIER ASPIALT SHINGLES INTERIOR PARTITIONS PE-2X6 MOOD GABLE MAL -2x6 WOOD STUDS & 16" O.C. -1/7 PLYMOOD -2x6 MOOD STUDS & 16" O.C. -1/2" PLYMOOD -1/2" GYPSUM WALL BOARD -2X6 MOOD STUDS & 16" O.C. -1/2" GYPSUM WALL BOARD P1-2x4 INTERIOR PARTITION -1/2" OYPSUM WALL BOARD -2x4 WOOD STUDS • 16" O.C. -1/2" OYPSUM WALL BOARD SHAMMAN MANAGA ROOFS 2 ACOUSTIC BATT FILLED JOIST CANTY 2 LAYERS 5/8" GYPSUM WALL BOARD, TYPE X -1/3" NON-COMBISTIBLE CLADONG (AS PER ELEVATIONS) -3 1/3" RIGID INSULATION NON-COMBUSTIBLE CLADONG (AS PER ELEVATIONS) P. SEMI-RIGID MINERAL MOOL INSULATION IR BARRIER ORCED CONCRETE SLAB (AS PER STRUCTURAL) STRUCTURAL) STRUCTURAL) STRUCTURAL) STRUCTURAL) STRUCTURAL) STRUCTURAL) STRUCTURAL STRU et-11: Tall some insulater the pre ACCUBING BATT FILLED JOIST CANTY 5/8" SYPSUM WALL BOARD, TYPE X **LODGEPOLE MODEL** PP- INSULATED BASEMENT SLAB -DIMENSIONAL LIMBER FRAM-SOUND ENFERTING (ON LOW SOUND PARELLING (ON LOW 1/2" SAG RESISTANT OFPSIA LOW PROPILE TEXTINED FIN ARCHENHER BARRIER LYE ERREUGE STEATHING LYE FORDING STEPS (116° Ci.C.) LYE FORDING STEPS (116° Ci.C.) LYE OFFILIP MINERAL FOOL INSULATION LYE OFFILIP VAPORE BARRIER LICAID APPLED VAPORE BARRIER WINT PLANK FLOORING **ASSEMBLY SCHEDULES** 201-FINEHED CELING JANY, PLANK PLOORING 5/8" OSB T-6 SUBFLOOR WINT PLANK PLOORING 5/8" OSB T-6 SUBPLOOR NOW- EXTERIOR ABOVE GRADE NALL TA TILL ASIDERES WE-EXTERIOR ABOVE GRADE WALL NO- 6" IOF CENTRE WALL THE FEEL 1/2" GYPSUM WALL BOARD LIQUD APPLED VAPOUR BARRIER -CLADDING AS PER ELEVATIONS -VR ELYMOD -XR ACOD STUDS 0 16' O.C. -XRT INSULATION -1.7" PLYMOD -CLADONG AS PER BEAKTONS -KE BRREIE -5 CONCRETE -5 CON -1/2" GYPSIM WALL BOARD -2 1/2" RIGID INSULATION -2 1/2" RIGID INSULATION -2 1/2" RIGID INSULATION -1/2" GYPSIM WALL BOARD MA-EXTERIOR SHEP MAL MI- 6" ICP EXTERIOR MAIL **EXTERIOR WALLS** CEILINGS FLOORS 4 8 4

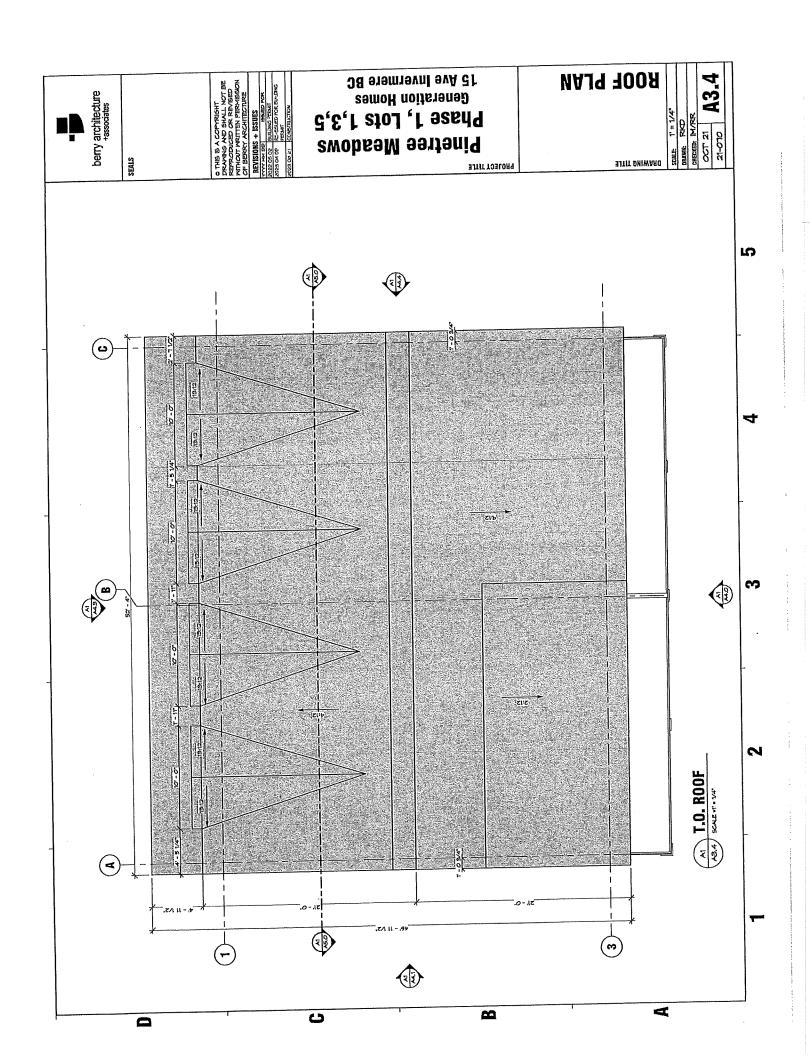
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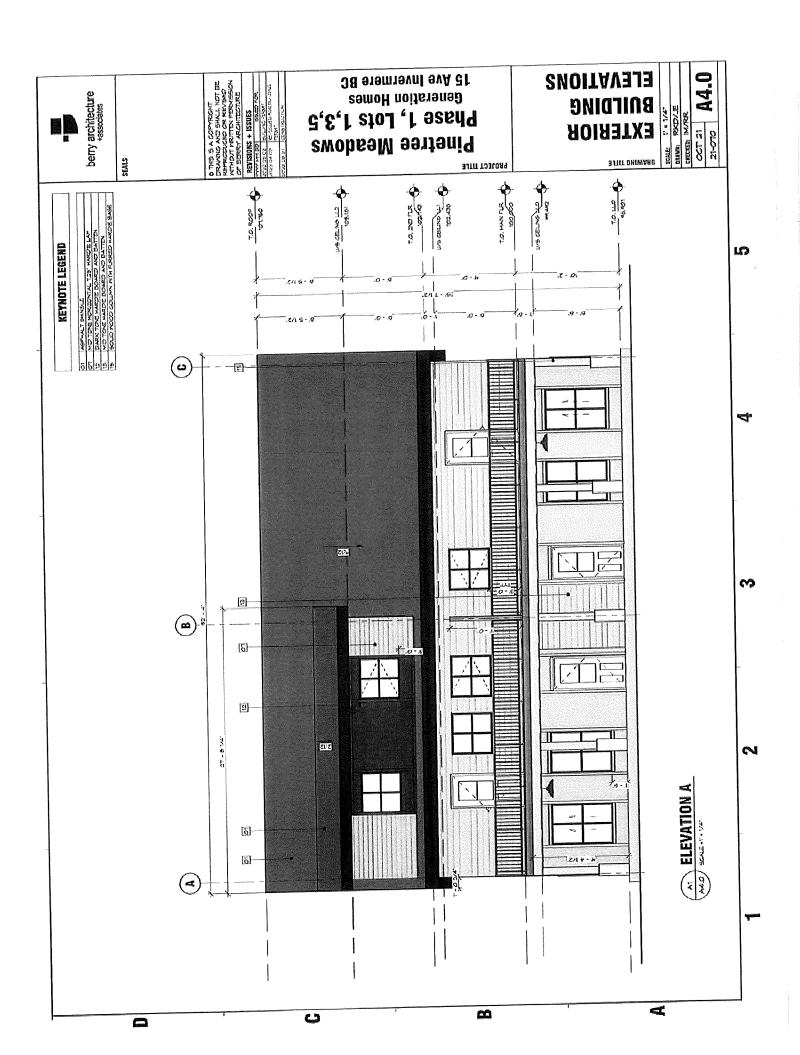
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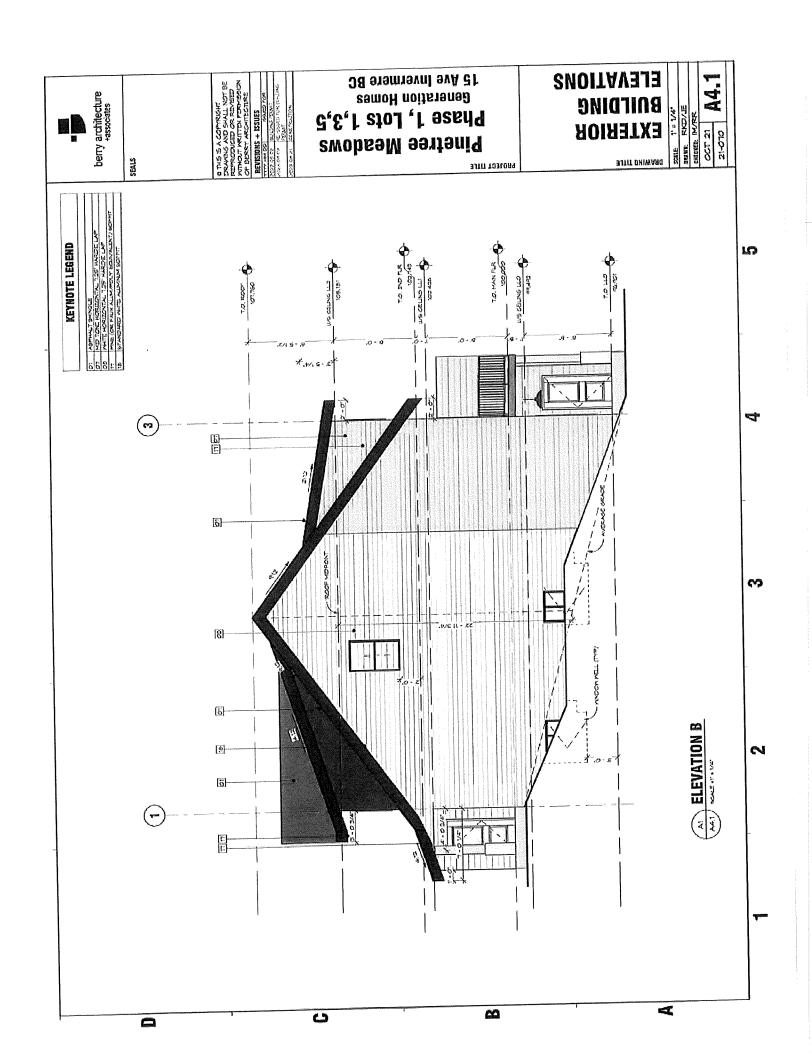


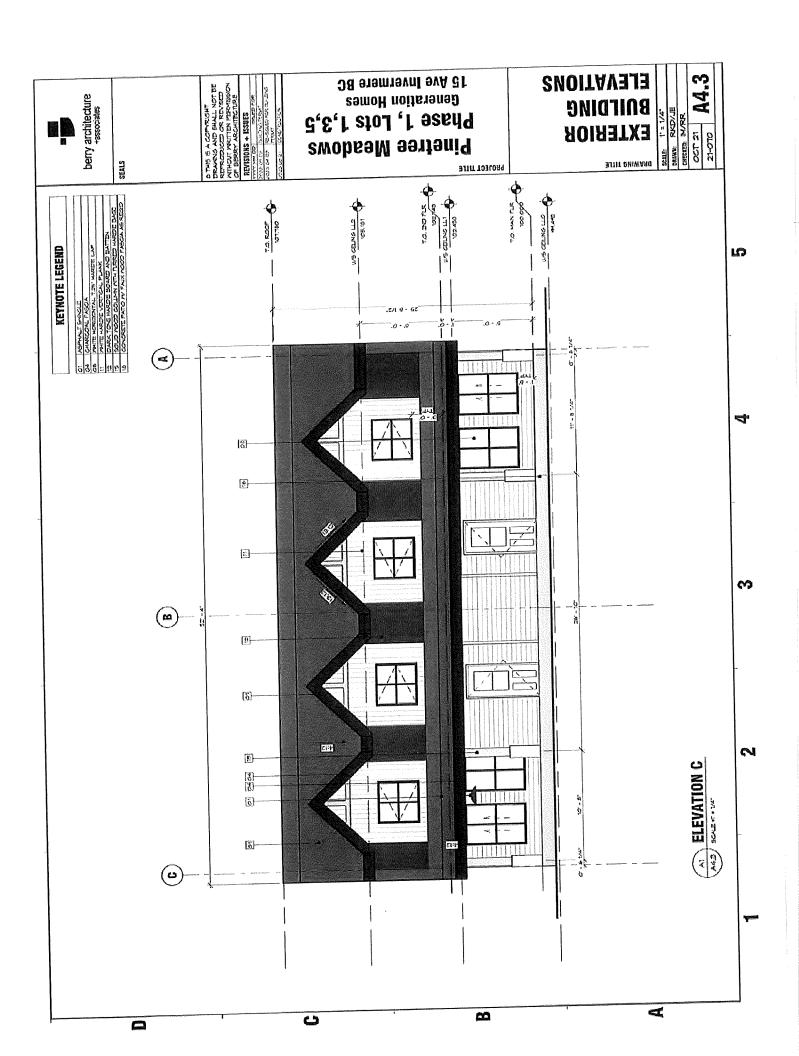


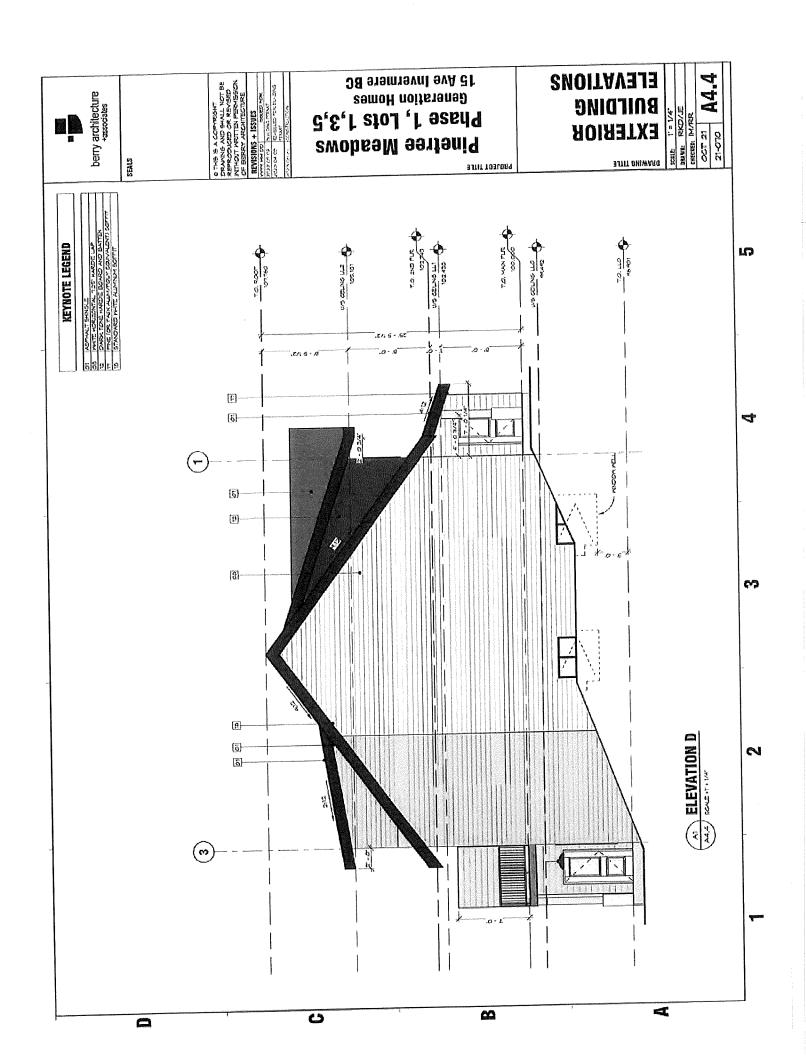


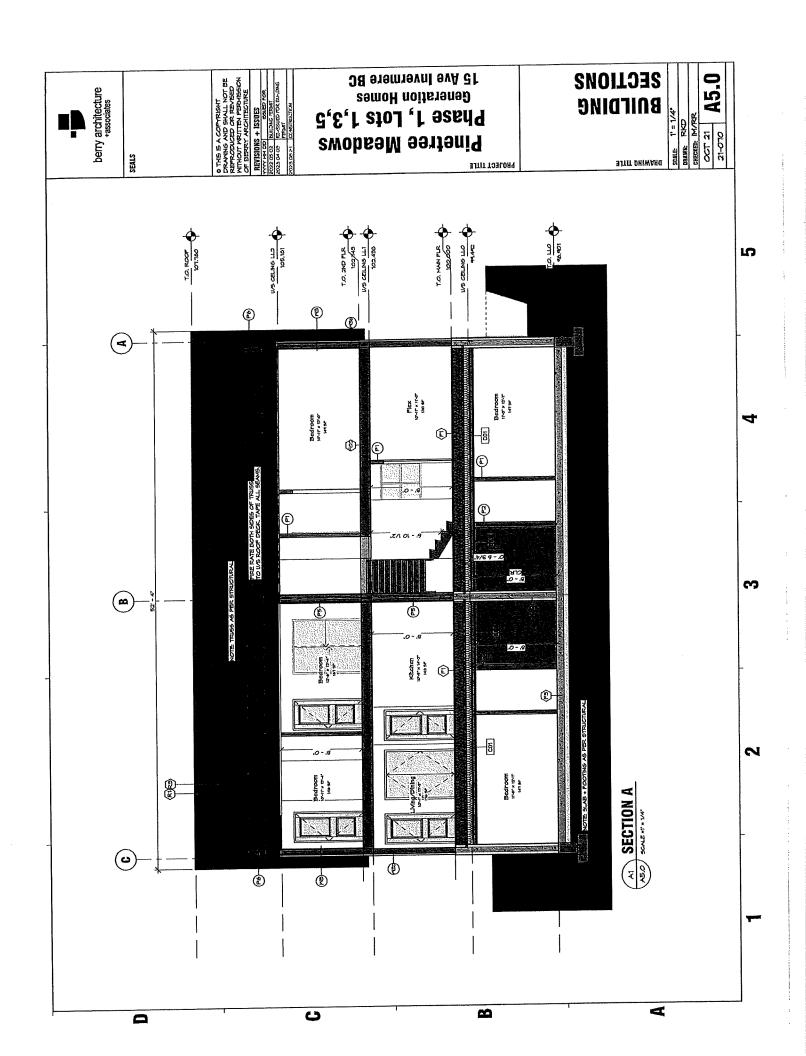


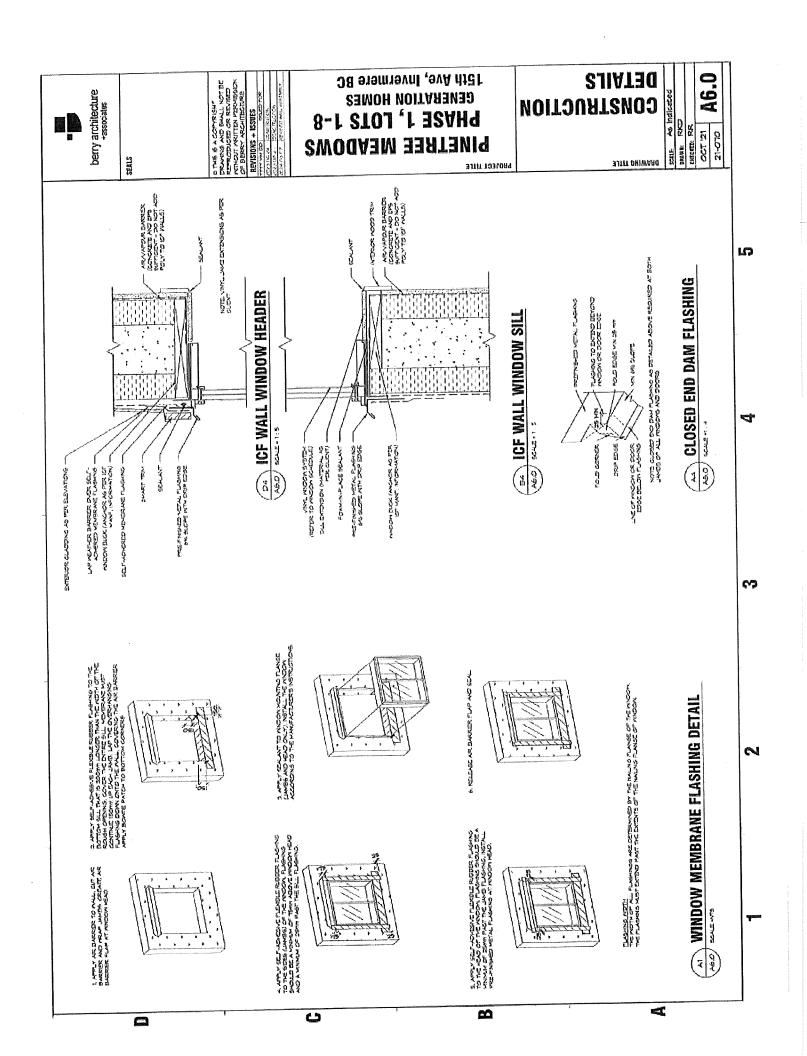


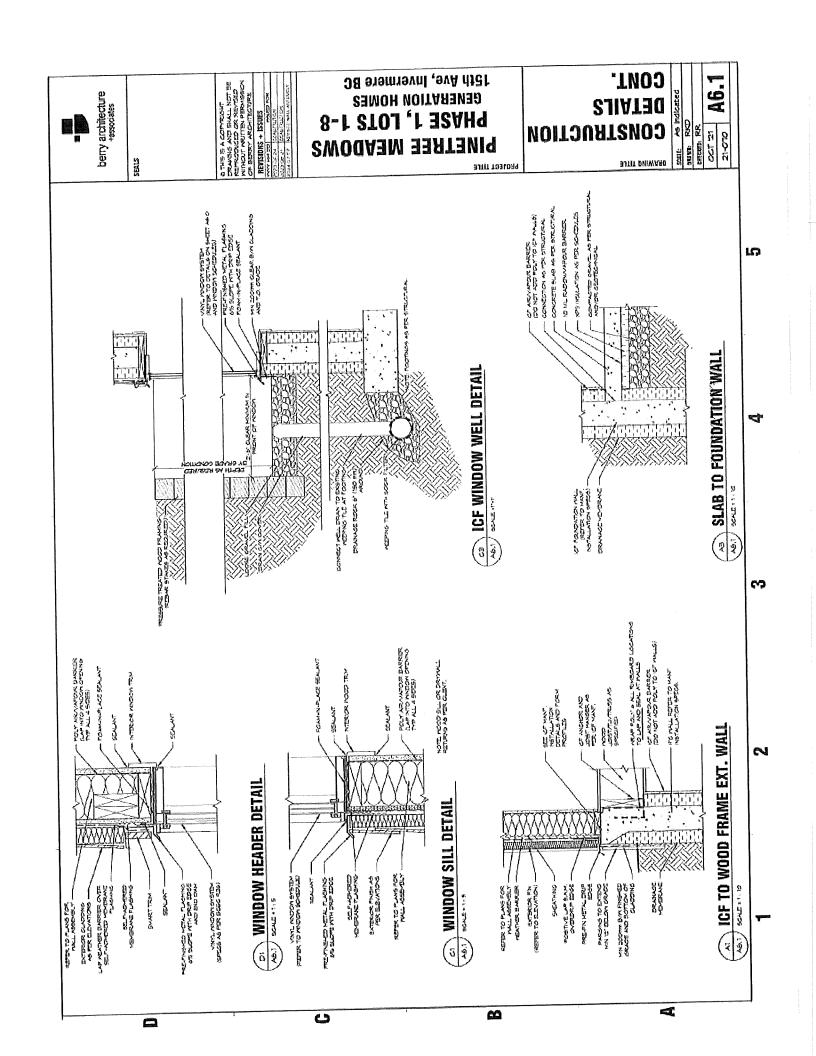


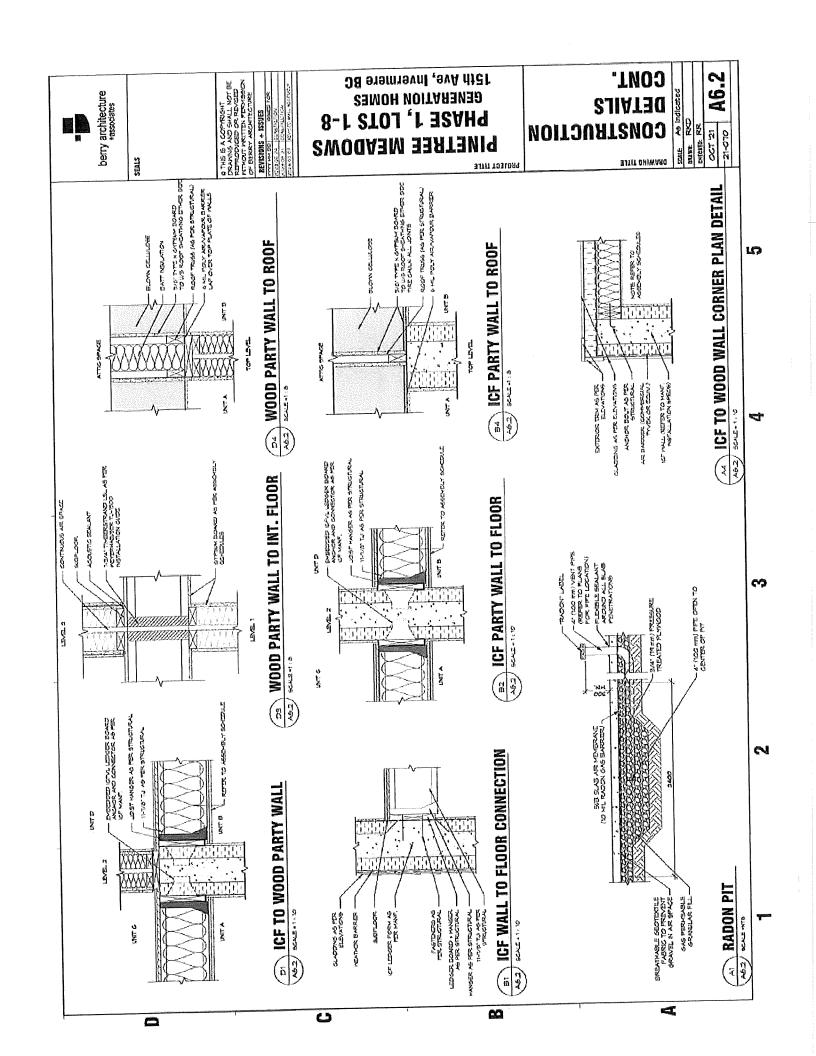


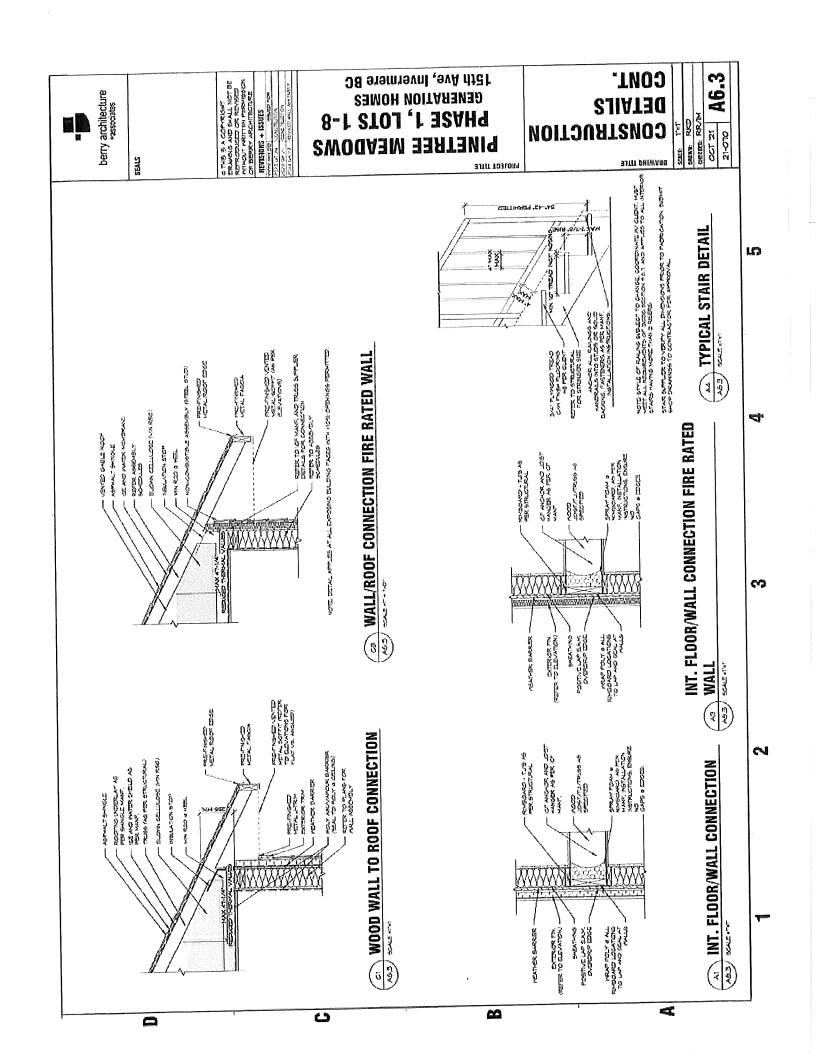




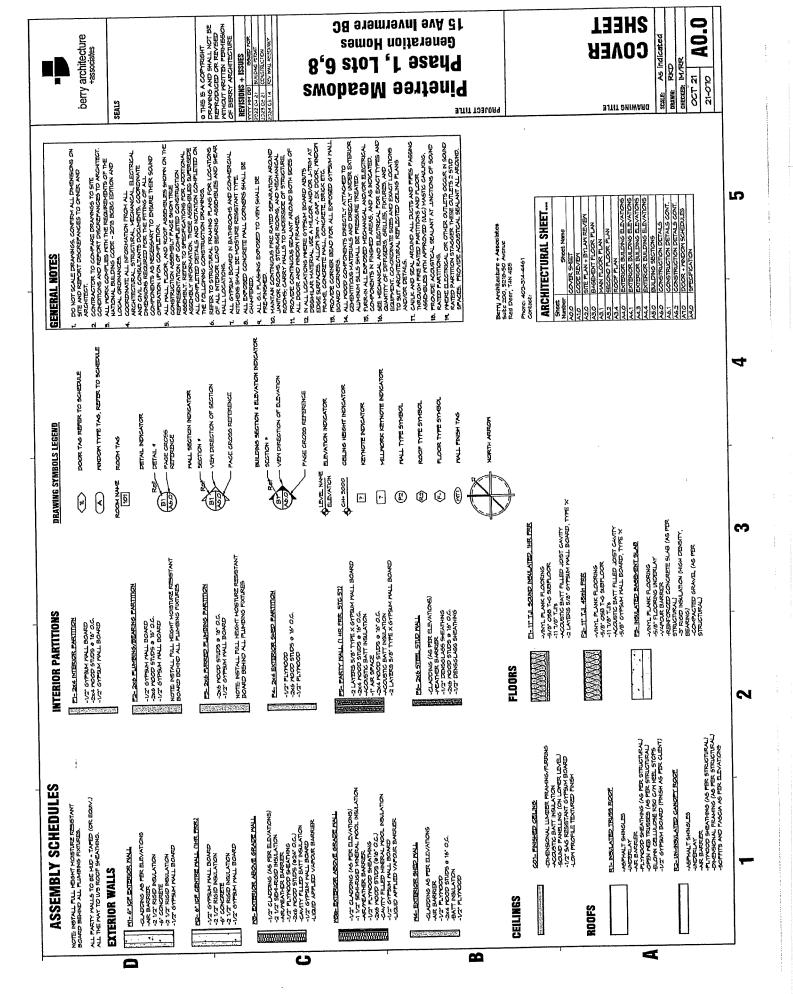


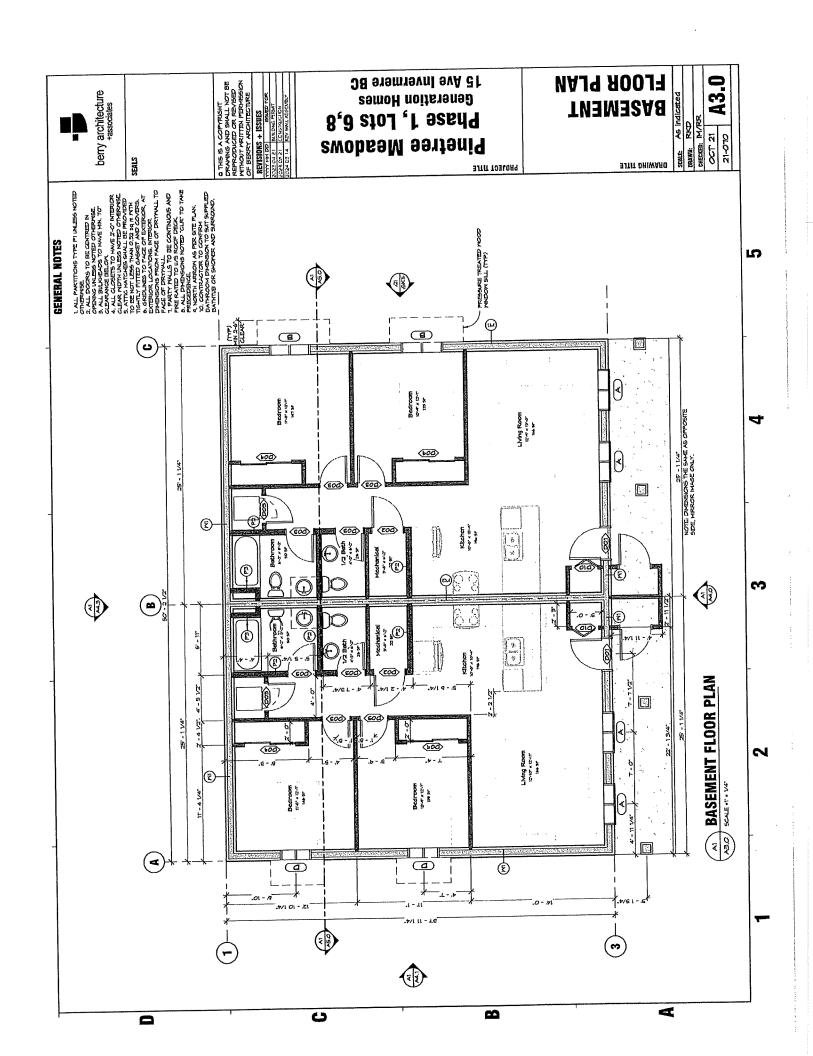


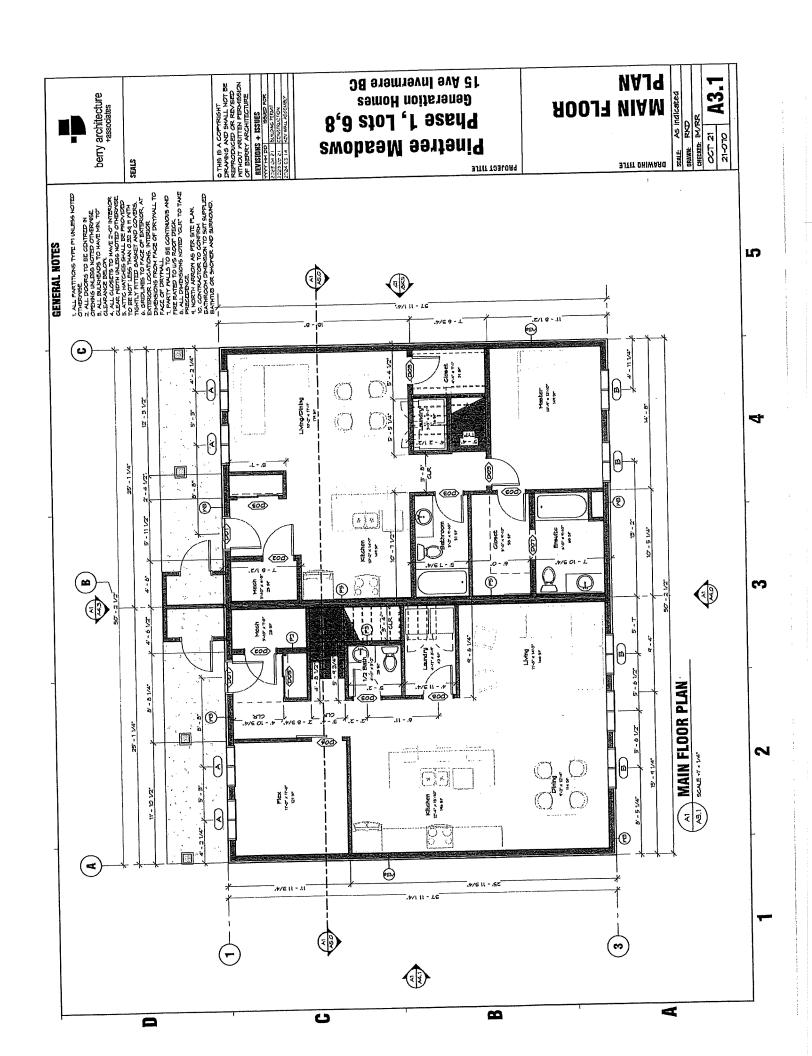


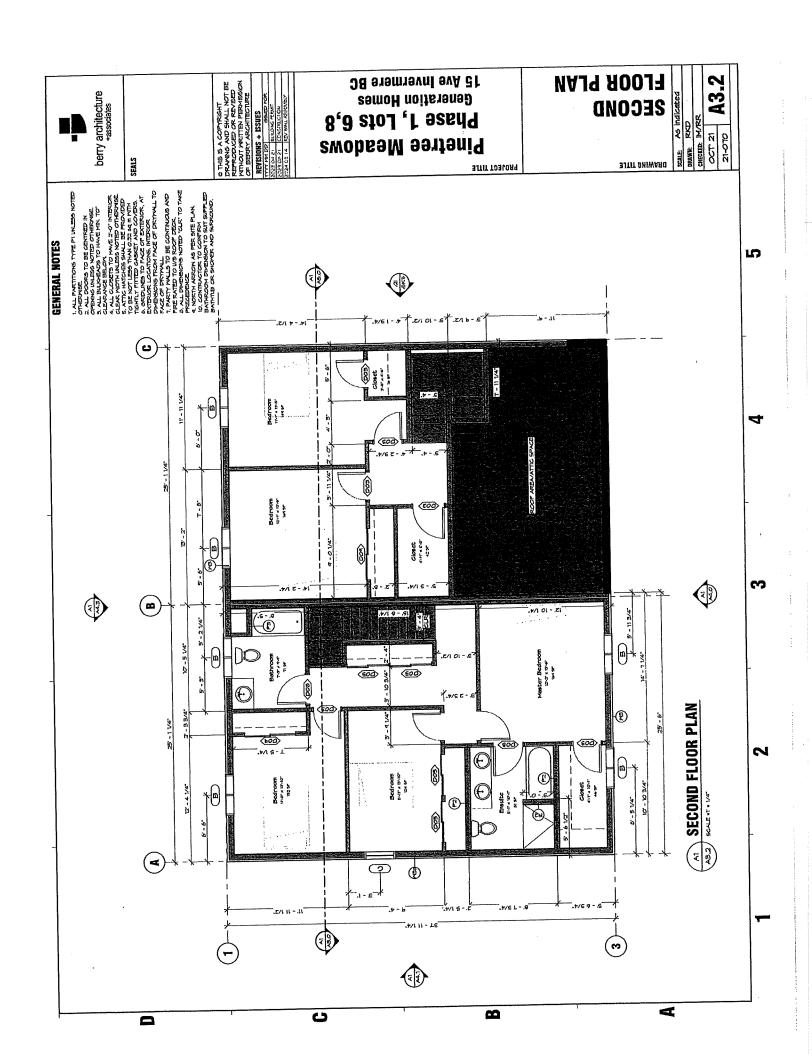


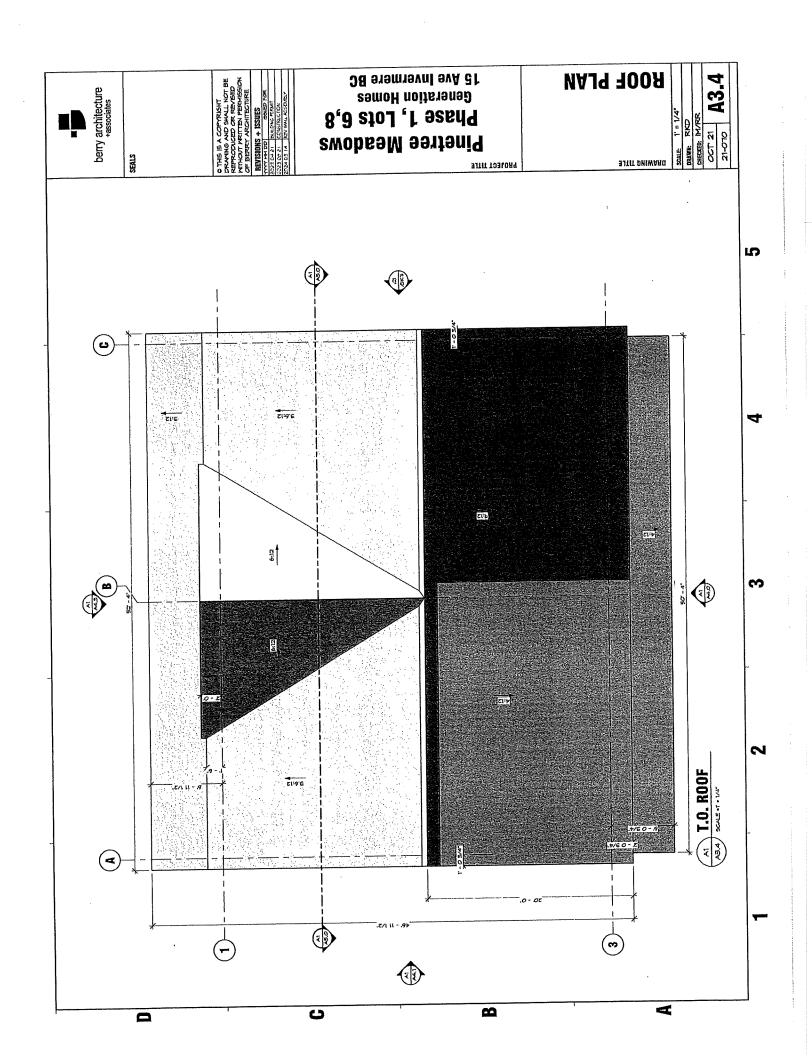
## Phase 7

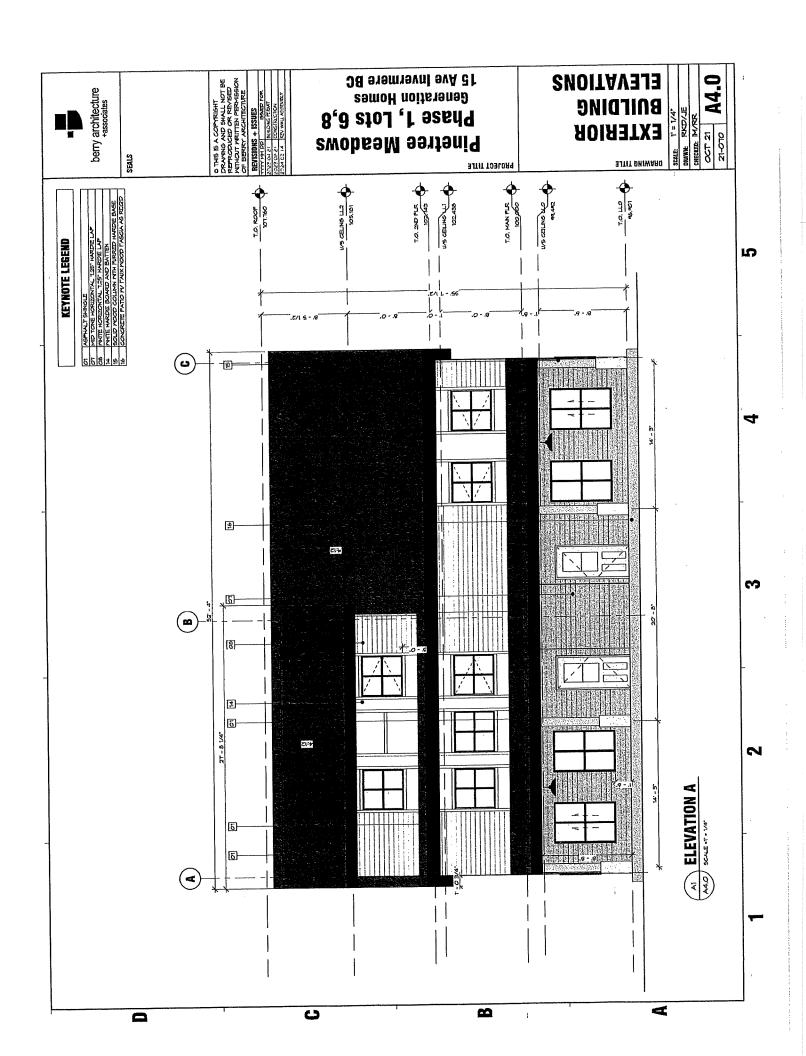


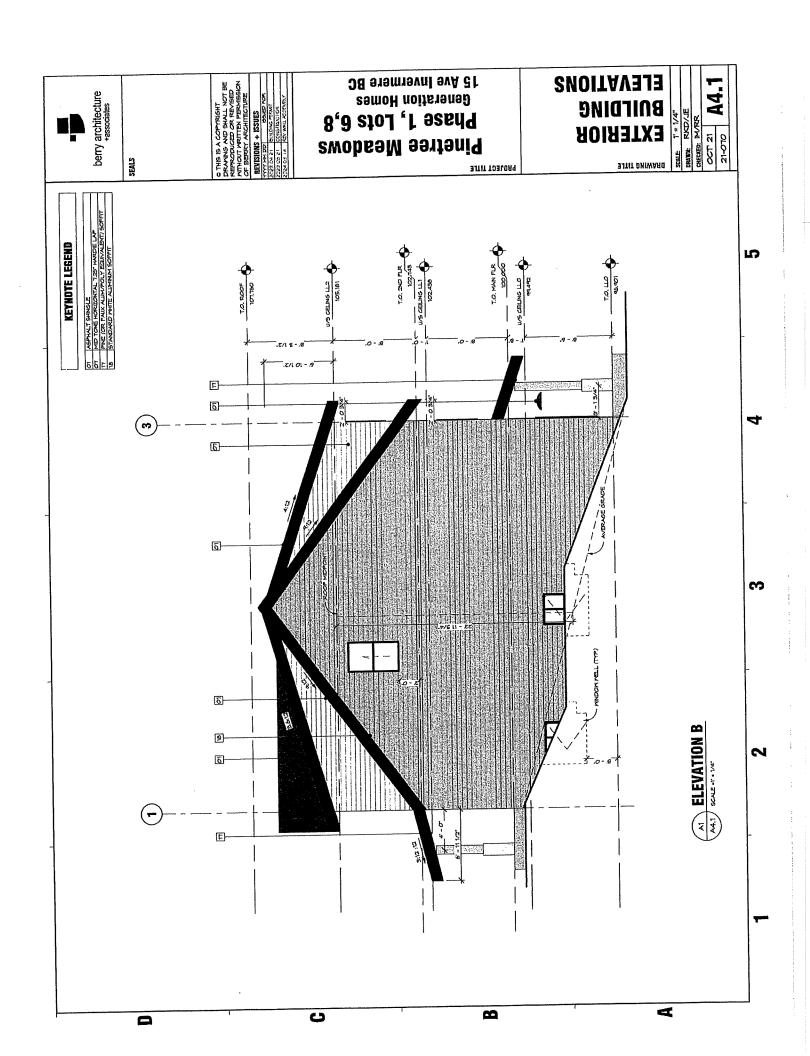


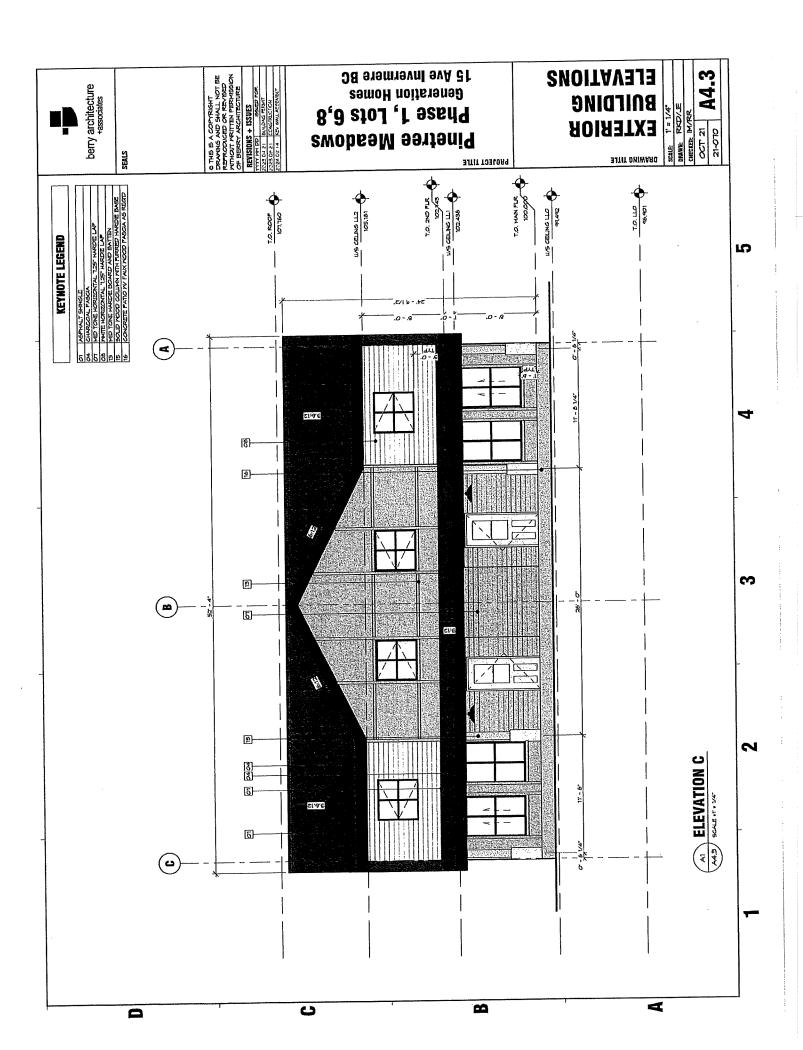


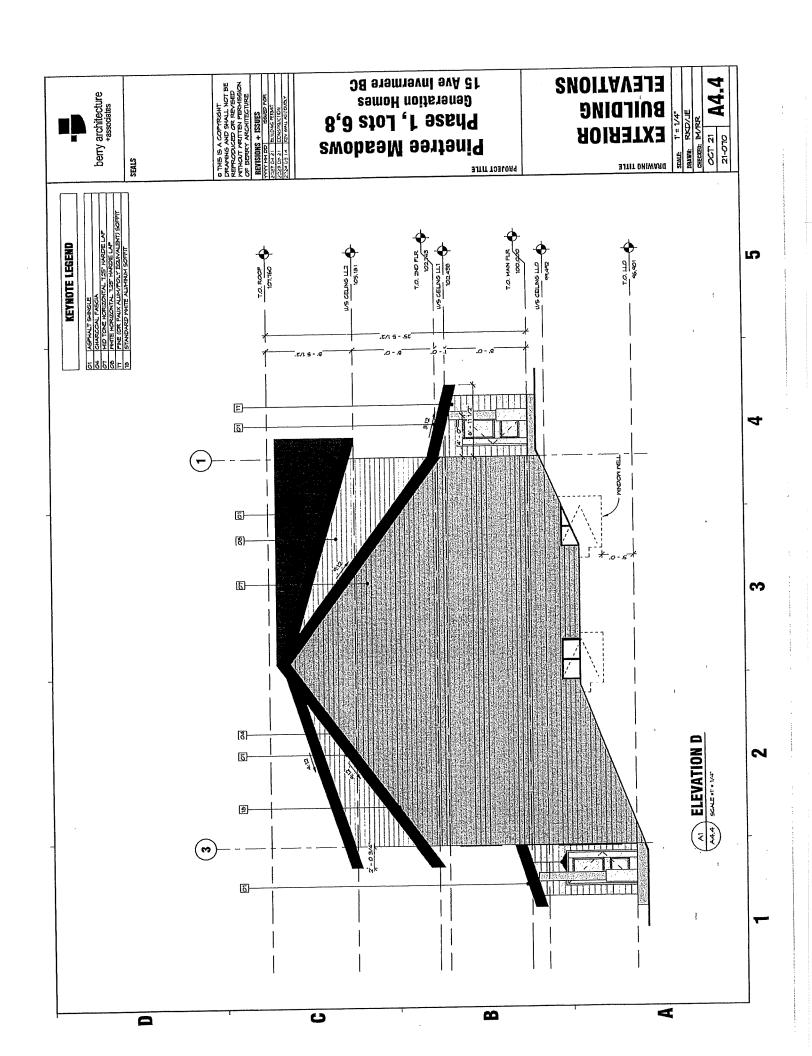


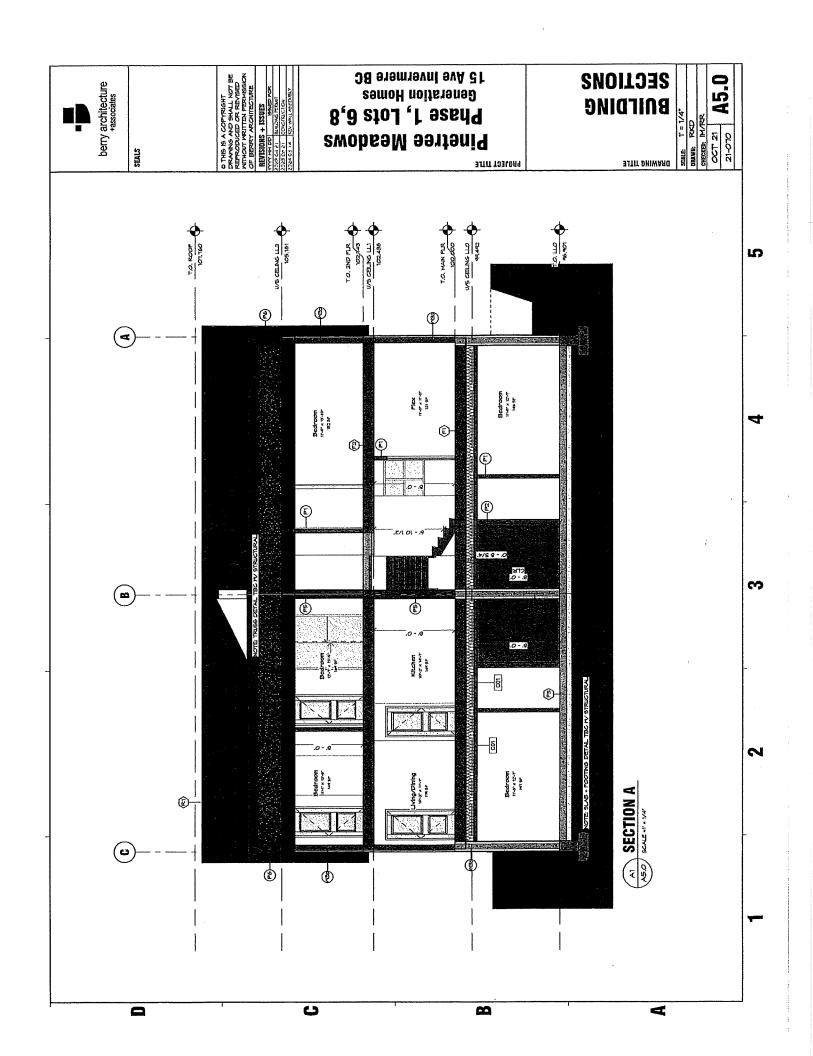


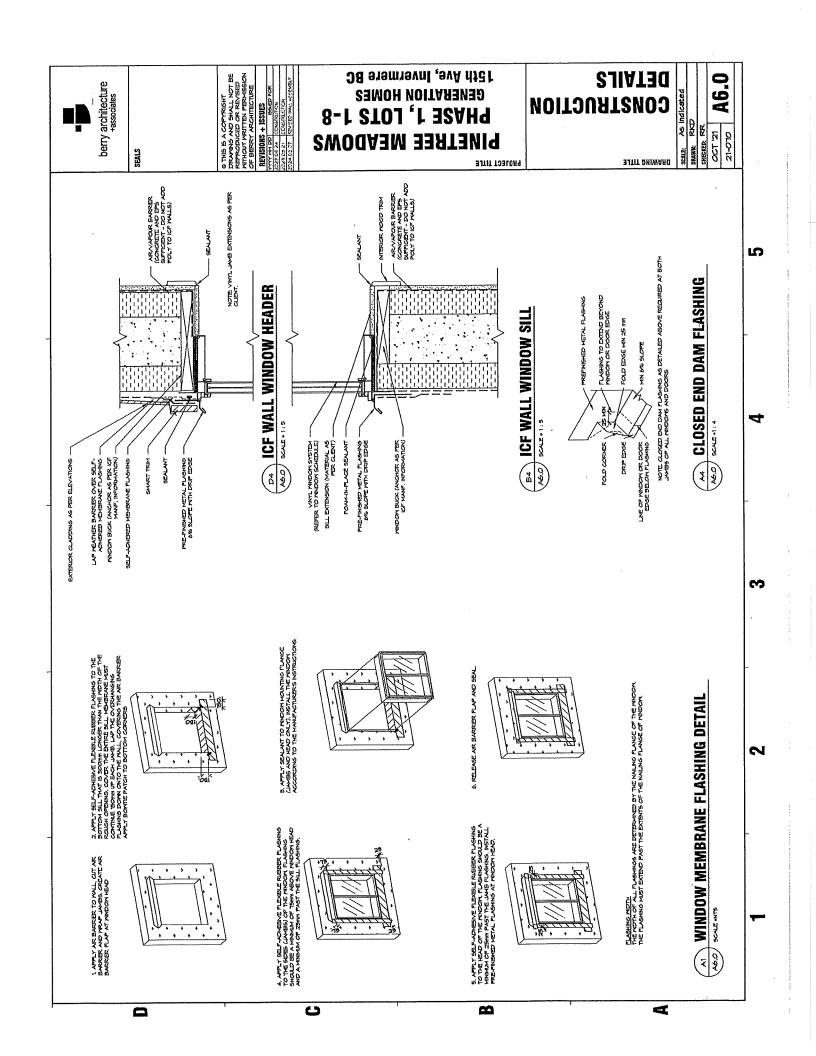


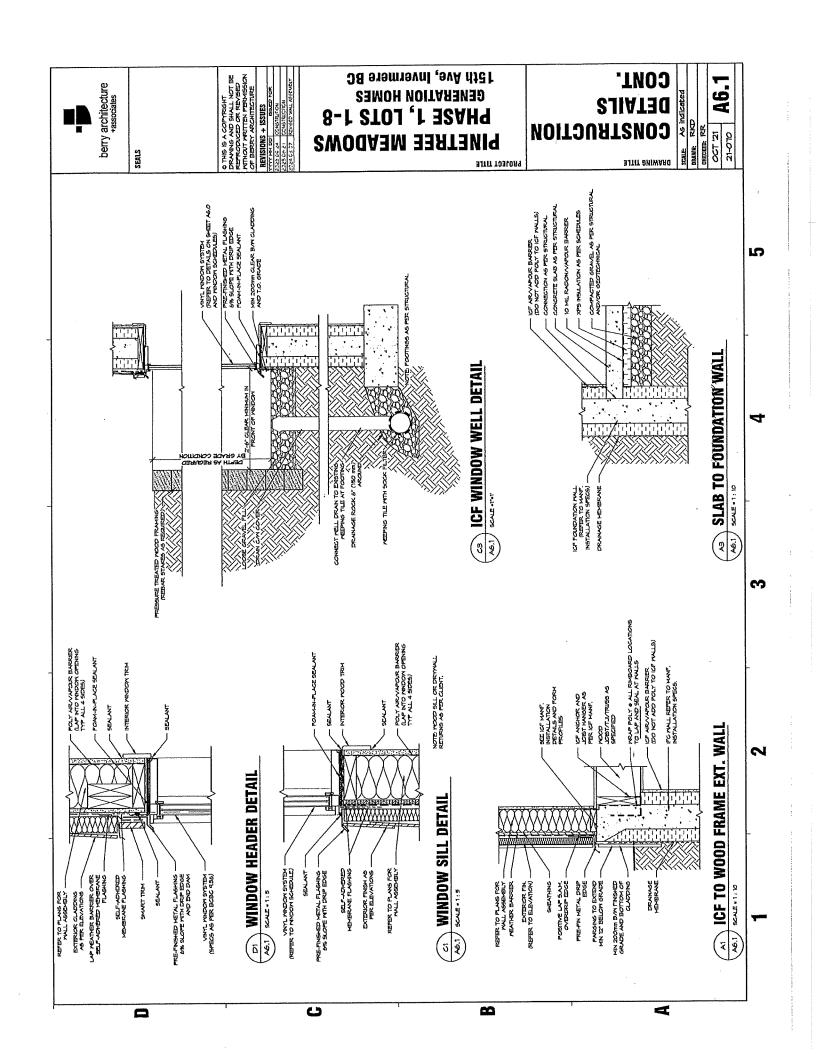


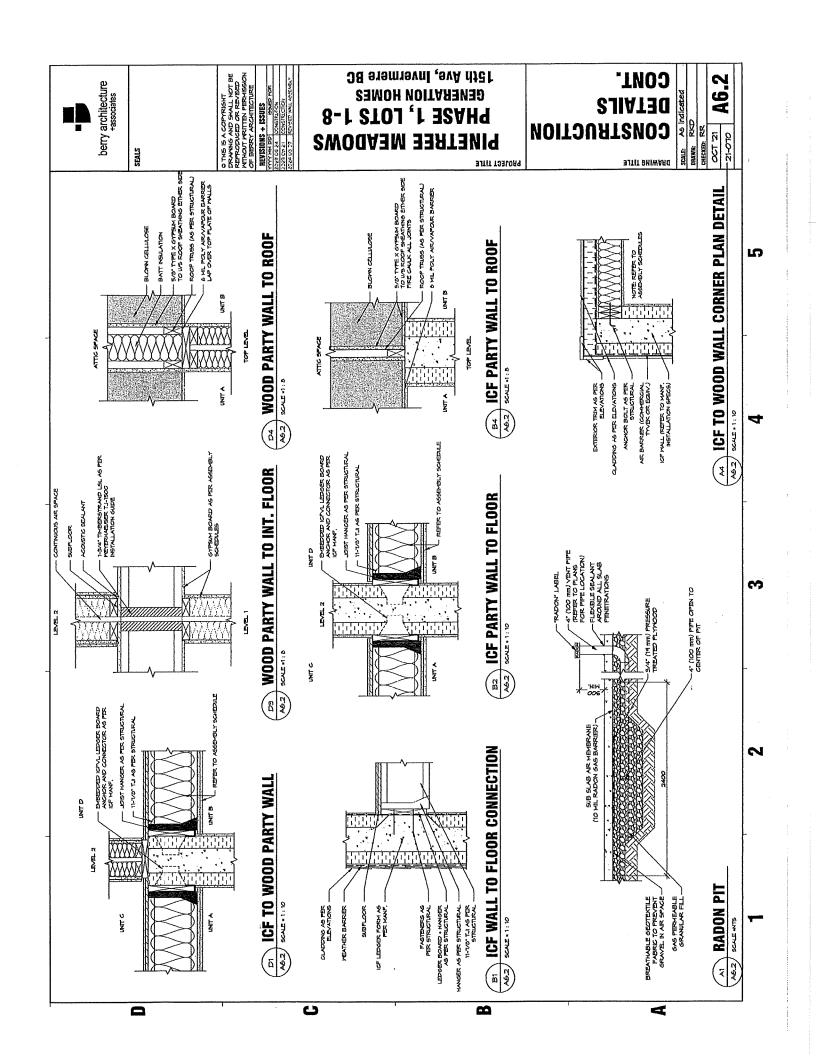


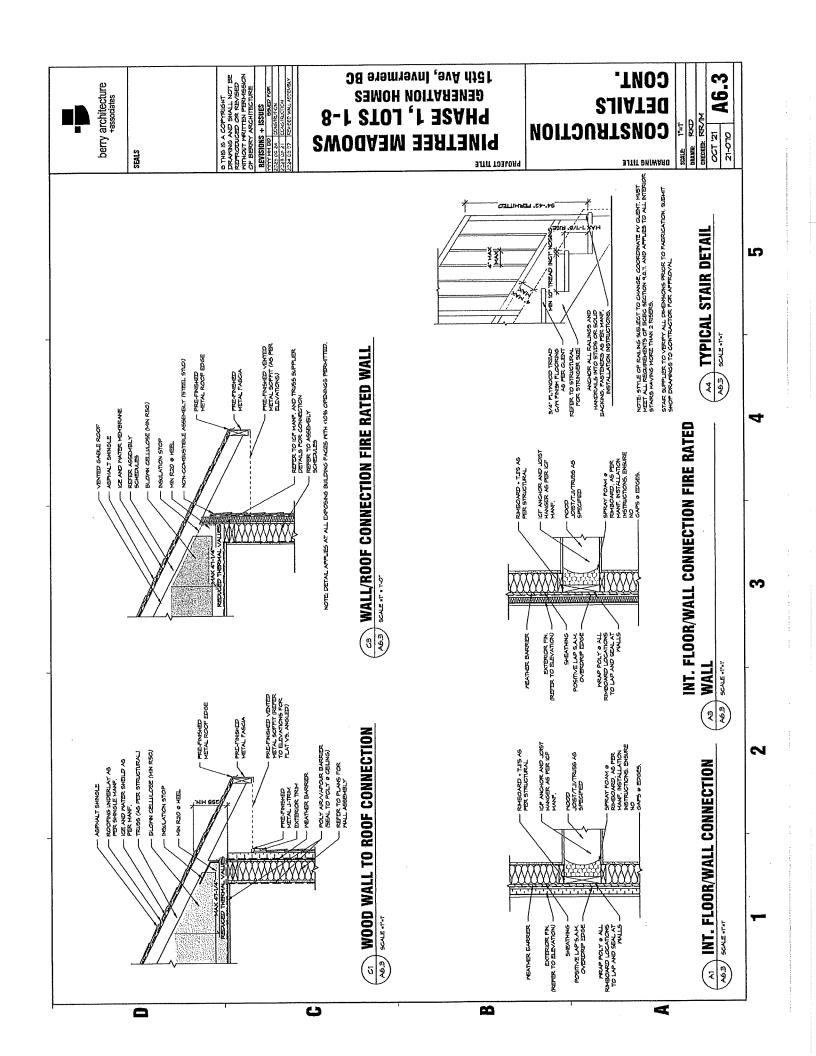












# Exhibit D4

CB1389317

1. Contact

Document Fees: \$32.51

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

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

Application Type LTO Document Reference

Form-PA Amended Phased Strata Plan Declaration CB936755

3. Description of Land

PID/Plan Number Legal Description

032-005-121 LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443 EXCEPT PHASE 1-2 STRATA PLAN

F: 13395

**EPS8541** 

EPS8541 STRATA LOTS 1 TO 8 DISTRICT LOT 1092 KOOTENAY DISTRICT STRATA PLAN EPS8541

#### **Electronic Signature**

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

Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF

Date: 2024-06-20 09:47:52 -07:00

#### Strata Property Act

#### AMENDED FORM P

#### PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

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

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

PID: 032-005-121 LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443 EXCEPT PHASE 1-2 STRATA PLAN EPS8541

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

PHASE	COMMENCEMENT*	COMPLETION
1	September 1 <sup>st</sup> 2023	December 31st 2023
2	September 1 <sup>st</sup> 2023	August 31 <sup>st</sup> 2024
3	May 31 <sup>st</sup> 2024	September 30 <sup>th</sup> 2024
4	November 30 <sup>th</sup> 2023	September 30 <sup>th</sup> 2024
5	June 30 <sup>th</sup> 2024	January 31 <sup>st</sup> 2025
6	July 31 <sup>st</sup> 2024	March 31st 2025
7	August 31 <sup>st</sup> 2024	July 31 <sup>st</sup> 2025
8	August 31st 2024	September 30th 2025

<sup>\*</sup>the developer may commence any phase of the development earlier than indicated.

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

Phase	Unit Entitlement	
1	340	
2	480	
3	<i>36</i> 8	
4	480	
5	340	
б	480	
7	480	
8	340	
Total Unit Entitlement:	<i>3308</i>	

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

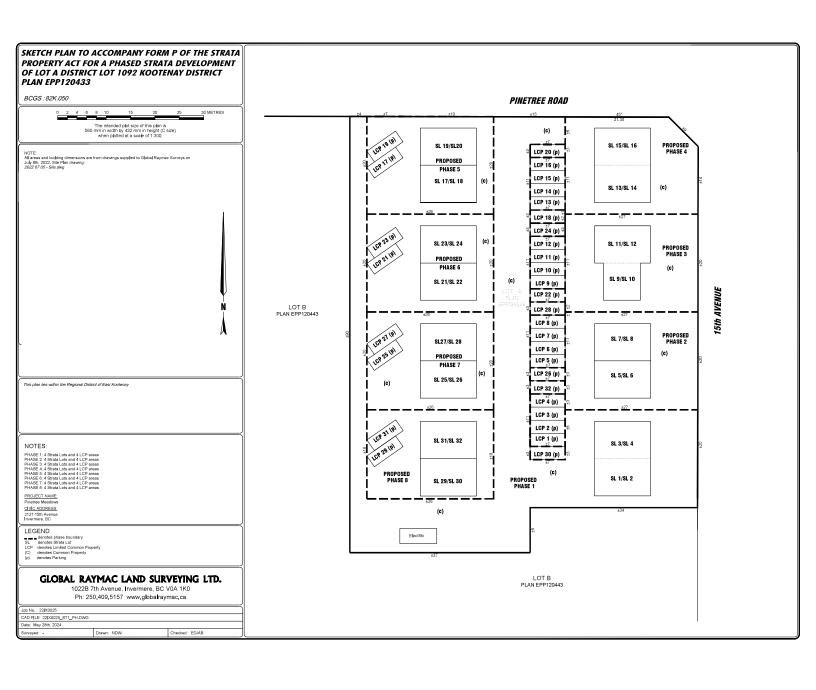
Phase	Number of Strata Lots	Description of Structure
1	4	4 Plex
2	4	4 Plex
3	4	4 Plex
4	4	4 Plex
5	4	4 Plex
6	4	4 Plex
7	4	4 Plex
8	4	4 Plex

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

Phase Number	Date
Phase 1	Elected to Proceed
Phase 2	Elected to Proceed
Phase 3	Elected to Proceed
Phase 4	Elected to Proceed
Phase 5	Elected to Proceed
Phase 6	Elected to Proceed
Phase 7	Elected to Proceed
Phase 8	Elected to Proceed

Signed, 1345408 B.C. TD., Inc. No. 13	345408
Choth	
Signature of Applicant	
Print Name: Christine Scott	
Date of approval:  Signature of Approving Officer:	Lus glil
	DISTRICT OF INVERMERE: RORY HROMADNIK
Name of Municipality:	DISTRICT OF INVERMERE

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



# Exhibit E7

# Form V – Schedule of Unit Entitlement Phase 1-6



#### Strata Property Act Filing

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

CB936756

1. Contact

Document Fees: \$31.27

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

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

**Application Type** 

LTO Document Reference

Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number

Legal Description

EPS8541

**STRATA PLAN EPS8541** 

#### **Electronic Signature**

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

Katelynn Marie O'Neill EQ3CQF

F: 13006

Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-09-29 17:07:25 -07:00

#### Strata Property Regulation

#### Form V

#### SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

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

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

PID: 032-005-121

#### STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

[X] (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the Strata Property Act.

#### Certificate of British Columbia Land Surveyor

I, Adam Brash, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: 09/14/2023

Signature

OR

[] (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the Strata Property Act.

### Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m	Unic Entitlement	%* of Total Unit Entitlement**
1	4	85.2	85	2.5%
2	3	84.7	85	2.5%
3	4	85.1	85	2.5%
4	3	84.6	85	2.5%
Total number of lots: 4		Annual Company of the	Total unit entitlement: 340	

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

Signature of Owner Developer

Status: Filed



#### **Strata Property Act Filing**

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

CB1159388

1. Contact

Document Fees: \$31.27

Columbia Valley Law Corporation Barristers & Solicitors PO Box 639, 1309 - 7th Ave. Invermere BC V0A 1K0 250-342-6904 F: 13075

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

Application Type LTO Document Reference

#### Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number Legal Description

EPS8541 STRATA PLAN EPS8541

#### **Electronic Signature**

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

Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2024-02-12

12:45:30 -08:00

## CORRECTED THIS 16th DAY OF APRIL, 2024. SEE CB1263950 SEE AMENDED FORM V (APPENDED PAGE(S) 4-5)

Strata Property Regulation

#### Form V

#### SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

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

Re: Preliminary Strata Plan EPS8541, being Phase 2 of a Phased Strata Plan of

PID: 032-005-121

Status: Filed

#### STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

[X] (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the Strata Property Act.

#### Certificate of British Columbia Land Surveyor

I, Adam Brash, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: 01/31/2024

Signature

OR

[ ] (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the Strata Property Act.

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
35	4	171.2	171	5.0%
6	3	84.7	85	2.5%
7	4	138.6	139	4.0%
S	.3	84.7	85	2.5%
Total number of lots:	4		Total unit entitlement: 480	

<sup>\*</sup> expression of percentage is for informational purposes only and has no legal effect

Date: FE6 12,204

Signature of Owner Developer

<sup>\*\*</sup> not required for a phase of a phased strata plan

#### AMENDED FORM V SEE CB1263950

Strata Property Regulation

#### Form V

#### SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

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

Re: Preliminary Strata Plan EPS8541, being Phase 2 of a Phased Strata Plan of

PID: 032-005-121

#### STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

[X] (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

#### Certificate of British Columbia Land Surveyor

I, Adam Brash, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: 01/31/2024

Signature

OR

[ ] (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
5 .	4A,5A,6A	138.6	139	4.0%
6	3.	84.7	85	2.5%
7	4A,5A,6A	171.2	171	5.0%
8	3	84.7	85 <sup>-</sup>	2.5%
Total number of lots: 4	•		Total unit entitlement: 480	

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

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

Date: 4001 1/2, 2034

Signature of Owner Developer

KAMLOOPS LAND TITLE OFFICE JUN 20 2024 11:13:10.003

CB1390146

1. Contact Document Fees: \$32.51

Columbia Valley Law Corporation Barristers & Solicitors 1309 - 7th Ave., PO Box 639 Invermere BC VOA 1K0 250-342-6904 F:13395

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

Application Type LTO Document Reference

#### Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number Legal Description

EPS8541 STRATA PLAN EPS8541

#### **Electronic Signature**

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

Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF

Date: 2024-06-20 10:17:06 -07:00

#### Strata Property Regulation

#### Form V

#### SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

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

Re: Preliminary Strata Plan EPS8541, being Phase 3 of a Phased Strata Plan of

PID: 032-005-121

#### STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

[X] (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

#### Certificate of British Columbia Land Surveyor

I, *Adam Brash*, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: 01/31/2024

Signature

OR

[] (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

## Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
9	4	55.7	56	1.6%
10	3	55.3	55	1.6%
11	4,5	171.6	172	5.0%
12	3,4	84.7	85	2.5%
Total number of lots:	: 4	ti none socionimi in incini	Total unit entitlement: 368	

<sup>\*</sup> expression of percentage is for informational purposes only and has no legal effect

Date: Jung 18, 2024

Signature of Owner Developer

<sup>\*\*</sup> not required for a phase of a phased strata plan

CB1390151

1. Contact Document Fees: \$32.51

Columbia Valley Law Corporation Barristers & Solicitors 1309 - 7th Ave., PO Box 639 Invermere BC VOA 1K0 250-342-6904 F:13395

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

Application Type LTO Document Reference

#### Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number Legal Description

EPS8541 STRATA PLAN EPS8541

#### **Electronic Signature**

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

Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF

Date: 2024-06-20 10:24:37 -07:00

#### Strata Property Regulation

#### Form V

#### SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

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

Re: Preliminary Strata Plan EPS8541, being Phase 4 of a Phased Strata Plan of

PID: 032-005-121

#### STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

[X] (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

#### Certificate of British Columbia Land Surveyor

I, *Adam Brash*, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: 01/31/2024

•

Signature

OR

[] (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

## Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
13	4,5	138.6	139	4.0%
14	3	84.7	85	2.5%
15	4,5	171.2	171	5.0%
16	3	84.7	85	2.5%
Total number of lots:	: 4		Total unit entitlement: 480	

<sup>\*</sup> expression of percentage is for informational purposes only and has no legal effect

Date: Jupe 18, 2024

Signature of Owner Developer

<sup>\*\*</sup> not required for a phase of a phased strata plan



#### **Strata Property Act Filing**

KAMLOOPS LAND TITLE OFFICE FEB 04 2025 10:02:06.003

CB1853497

1. Contact Document Fees: \$32.51

Columbia Valley Law Corporation Barristers & Solicitors 1309 - 7th Ave., PO Box 639 Invermere BC VOA 1K0 250-342-6904 F: 13686

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

Application Type LTO Document Reference

#### Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number Legal Description

EPS8541 STRATA PLAN EPS8541

#### **Electronic Signature**

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

Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF

Date: 2025-02-04 09:34:53 -08:00

#### Strata Property Regulation

#### Form V

#### SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

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

Re: Strata Plan EPS8541, being Phase 5 of a Phased Strata Plan of

PID: 032-005-121

#### STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

[X] (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the Strata Property Act.

#### Certificate of British Columbia Land Surveyor

I, Adam Brash, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: 01/15/2025

Signature

OR

(b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the Strata Property Act.

OR

[] (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

## Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
17	4	85.8	86	2.6%
18	3	84.8	85	2.6%
19	4	85.8	86	2.6%
20	3	84.7	85	2.6%
Total number of lots: 4			Total unit entitlement: 342	

<sup>\*</sup> expression of percentage is for informational purposes only and has no legal effect

Date: January 17, 2025

Signature of Owner Developer

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

<sup>\*\*</sup> not required for a phase of a phased strata plan



#### **Strata Property Act Filing**

KAMLOOPS LAND TITLE OFFICE FEB 04 2025 10:02:06.006

CB1853502

1. Contact Document Fees: \$32.51

Columbia Valley Law Corporation Barristers & Solicitors 1309 - 7th Ave., PO Box 639 Invermere BC VOA 1K0 250-342-6904 F: 13686

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

Application Type LTO Document Reference

#### Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number Legal Description

EPS8541 STRATA PLAN EPS8541

#### **Electronic Signature**

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

Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF

Date: 2025-02-04 09:36:18 -08:00

#### Strata Property Regulation

#### Form V

#### SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

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

Re: Strata Plan EPS8541, being Phase 6 of a Phased Strata Plan of

PID: 032-005-121

#### STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

[X] (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

#### Certificate of British Columbia Land Surveyor

I, *Adam Brash*, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: 01/15/2025

Signature

OR

[] (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

OR

[ ] (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

### Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
21	4,5	171.1	171	5.2%
22	3	84.7	85	2.6%
23	4,5	138.7	139	4.2%
24	3	84.7	85	2.6%
Total number of lots: 4			Total unit entitlement: 480	

<sup>\*</sup> expression of percentage is for informational purposes only and has no legal effect

Date: January 17, 2025

Signature of Owner Developer

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

<sup>\*\*</sup> not required for a phase of a phased strata plan

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

#### Strata Property Regulation

#### Form V

#### SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)
.
[am. B.C. Reg. 203/2003, s. 5.]

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

PID:032-005-121

### STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

[X] (a) the habitable area of the strata lot, in square metres, rounded to the nearest whole number as determined by a British Columbia land surveyor as set out in section 246(3)(a)(i) of the *Strata Property Act*.

#### Certificate of British Columbia Land Surveyor

I, Adam Brash, a British Columbia land surveyor, certify that the following table reflects the habitable area of each residential strata lot.

Date: [month, day, year].	
Signature	

OR

[] (b) a whole number that is the same for all of the residential strata lots as set out in section 246(3)(a)(ii) of the *Strata Property Act*.

OR

[] (c) a number that is approved by the Superintendent of Real Estate in accordance with section 246(3)(a)(iii) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m <sup>2</sup>	Unit Entitlement	%* of Total Unit Entitlement**
1	4	85.2	85	2.5%
2	3	84.7	85	2.5%
3	4	85.1	85	2.5%
4	3	84.6	85	2.5%
5	TBD	138.6	139	4.0%
6	TBD	84.7	85	2.5%
7	TBD	171.2	171	5.0%
8	TBD	84.7	85	2.5%
9	TBD	55.7	56	1.6%
10	TBD	55.3	55	1.6%
11	TBD	171.6	172	5.0%
12	TBD	84.7	85	2.5%
13	TBD	138.6	139	4.0%
14	TBD	84.7	85	2.5%
15	TBD	171.2	171	5.0%
16	TBD	84.7	85	2.5%
17	TBD	85.8	86	2.6%
18	TBD	84.8	85	2.6%
19	TBD	85.8	86	2.6%
20	TBD	84.7	85	2.6%

21	TBD	171.1	171	5.2%
22	TBD	84.7	85	2.6%
23	TBD	138.7	139	4.2%
24	TBD	84.7	85	2.6%
25	TBD	171.4	171	5.2%
26	TBD	84.7	85	2.6%
27	TBD	139	139	4.2%
28	TBD	84.7	85	2.6%
29	TBD	85.2	85	2.6%
30	TBD	84.7	85	2.6%
31	TBD	85.1	85	2.6%
32	TBD	84.6	85	2.6%
Total number of lots: 32			Total unit entitlement: 3310	

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

Date:
Signature of Owner Developer
Signature of Superintendent of Real Estate (if submitted under section 264 of the Act)

# Exhibit F1



#### **Strata Property Act Filing**

KAMLOOPS LAND TITLE OFFICE OCT 06 2023 15:53:33.005

CB936757

1. Contact Document Fees: \$31.27

Columbia Valley Law Corporation Barristers & Solicitors PO Box 639, 1309 - 7th Ave. Invermere BC V0A 1K0 250-342-6904 F: 13006

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

Application Type LTO Document Reference

#### Form-Y Owners Developers' Notice of Different Bylaws

3. Description of Land

PID/Plan Number Legal Description

EPS8541 STRATA PLAN EPS8541

#### **Electronic Signature**

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

Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF

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

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#### Strata Property Act

#### Form Y

#### OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

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

Re: Strata Plan EPS8541, being a strata plan of

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

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

See attached.

Date: October 06, 2023.

Signature of Owner Developer

# SCHEDULE OF BYLAWS The Owners, Strata Plan EPS8541

#### Definitions

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

#### Division 1 - Duties of Owners, Tenants, Occupants, and Visitors

#### Payment of strata fees

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

#### Repair and maintenance of property by owner

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

#### Use of property

- 3 (1) An owner, tenant, occupant, or visitor must not use a strata lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person;
  - (b) causes unreasonable noise;
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
  - (d) is illegal; or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

- (2) An owner, tenant, occupant, or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets, or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant, occupant, or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
  - (d) up to 2 dogs;
  - (e) up to 2 cats.

#### Inform strata corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
  - (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

### Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;

- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

#### Obtain approval before altering common property

- 6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
  - (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

#### Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
  - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
  - (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

#### Division 2 — Powers and Duties of Strata Corporation

#### Repair and maintenance of property by strata corporation

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

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

#### Division 3 — Council

#### Council size

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

#### Council members' terms

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

#### Removing council member

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

#### Replacing council member

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

#### Officers

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

#### Calling council meetings

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

#### Quorum of council

- 15 (1) A quorum of the council is:
  - (a) 1, if the council consists of one member;
  - (b) 2, if the council consists of 2, 3 or 4 members;
  - (c) 3, if the council consists of 5 or 6 members; and
  - (d) 4, if the council consists of 7 members.
  - (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

#### **Council meetings**

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
  - (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
  - (3) Owners may attend council meetings as observers.
  - (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
    - (a) bylaw contravention hearings under section 135 of the Act;
    - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
    - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

#### Voting at council meetings

- 17 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
  - (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

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

#### Council to inform owners of minutes

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

#### Delegation of council's powers and duties

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
  - (2) The council may delegate its spending powers or duties, but only by a resolution that:
    - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
    - (b) delegates the general authority to make expenditures in accordance with subsection (3).
  - (3) A delegation of a general authority to make expenditures must:
    - (a) set a maximum amount that may be spent; and
    - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
  - (4) The council may not delegate its powers to determine, based on the facts of a particular case:
    - (a) whether a person has contravened a bylaw or rule;
    - (b) whether a person should be fined, and the amount of the fine; or
    - (c) whether a person should be denied access to a recreational facility.

#### **Spending restrictions**

20 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws. (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

#### Limitation on liability of council member

- 21 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
  - (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

#### Division 4 — Enforcement of Bylaws and Rules

#### Maximum fine

- 22 The strata corporation may fine an owner or tenant a maximum of:
  - (a) \$50 for each contravention of a bylaw; and
  - (b) \$10 for each contravention of a rule.

#### **Continuing contravention**

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

#### Division 5 — Annual and Special General Meetings

#### Person to chair meeting

- 24 (1) Annual and special general meetings must be chaired by the president of the council.
  - (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

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

#### Participation by other than eligible voters

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

#### Voting

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

#### Order of business

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

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

#### Division 6 - Voluntary Dispute Resolution

#### Voluntary dispute resolution

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

- (2) A dispute resolution committee consists of:
  - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

# Division 7 — Marketing Activities by Owner Developer

#### Display lot

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

#### Construction

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

#### Division 8 - Severability

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

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

#### Division 8 - Storm Drainage Covenant

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

# Exhibit G7

Strata Corporation Budget and Monthly Fee Phases 1-4

## Strata Plan EPS 8541 "Pine Tree Valley" 2024/2025 Approved Budget

For the period ending March 31, 2025

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

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

Interim Strata Corporation Budget and Monthly Fee Phases 1-8

	Strata Plan El	PS 8541 - "Pine	Tree Valley" Pi	roposed Budge	t	
	Phase 1 & 2 April to August 2024	Plus Phase 3 & 4 September 2024 to March 2025	Plus Phase 5 Feb 2025 to March 2025	Plus Phase 6 April 2025 to July 2025	Plus Phase 7 August 2025 to Sept 2025	Plus Phase 8 Oct 1 2025 onwards
Revenues	(12 month amounts)	(12 month amounts)				
Strata Fees	\$15,320.00	\$28,884.00	\$39,800.00	\$48,216.00	\$55,232.00	\$61,248.00
Contingency Reserve Contributions	\$3,064.00	\$5,776.80	\$9,950.00	\$12,054.00	\$13,808.00	\$15,312.00
Other Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUE	\$18,384.00	\$34,660.80	\$49,750.00	\$60,270.00	\$69,040.00	\$76,560.00
Operating Expenses						
Repairs and Maintenance	\$500.00	\$1,000.00	\$2,000.00	\$3,000.00	\$4,000.00	\$4,000.00
Landscaping	\$0.00	\$1,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Snow Removal	\$800.00	\$800.00	\$1,600.00	\$2,000.00	\$2,000.00	\$2,000.00
Waste Removal	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00
General and Administrative						
Insurance		\$16,000.00	\$20,000.00	\$24,000.00	\$28,000.00	\$32,000.00
Management	\$4,032.00	\$8,064.00	\$10,080.00	\$12,096.00	\$14,112.00	\$16,128.00
Professional Fees/Accounting	\$1,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Bank Fees						
Office Expenses	\$150.00	\$150.00	\$250.00	\$250.00	\$250.00	\$250.00
Council Meeting Expenses	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Contingency Reserve Contributions	\$3,064.00	\$5,776.80	\$9,950.00	\$12,054.00	\$13,808.00	\$15,312.00
TOTAL OPERATING EXPENSES	\$18,416.00	\$34,660.80	\$49,750.00	\$60,270.00	\$69,040.00	\$76,560.00

	Current		Phase 1 & 2 April to Sept 30 2024 Plus Phase 3 & 4 31			3 & 4 Oct 1 31 2025	2024 to Jan	Plus Phase 5 Feb 1 2025 to March 31 2025					Plus Phase	e 6 April 1 20 2025	25 to July 31		Plus Phase	e 7 Aug 1 20 30 2025	025 to Sept		Plus Phas	9 8 Oct 1 20	Plus Phase 8 Oct 1 2025 onward			
			Annual budget	\$ 18,416			Annual \$ 34,661 budget				Annual \$ 49,750 budget				Annual \$ 60,270 budget				Annual \$ 69,040 budget				Annual budget	\$ 76,560		
Lot #	Monthly strata fee to Mar 31 2024	Lot#	Unit Entitlement	% of complex	Total strata fees MONTHLY		Unit Entitlement	% of complex	Total strata fees MONTHLY		Unit Entitlement	% of complex	Total strata fees MONTHLY		Unit Entitlement	% of complex	Total strata fees MONTHLY		Unit Entitlement	% of complex	Total strata fees MONTHLY		Unit Entitlement	complex	Total strata fees MONTHLY	
1	\$140.70	1	85	10%	\$ 159.08	1	85	5%	\$ 147.19	1	85	4%	\$ 164.06	1	85	3%	\$ 162.45	1	85	3%	\$ 157.35	1	85	2%	\$ 157.28	
2	\$140.70	2	85		\$ 159.08	2	85	5%		2	85	4%	\$ 164.06	2	85		\$ 162.45	2	85	3%		2	85		1	
3	\$140.70	3	85	10%	\$ 159.08	3	85	5%	\$ 147.19	3	85	4%	\$ 164.06	3	85	3%	\$ 162.45	3	85	3%	\$ 157.35	3	85	2%	\$ 157.28	
4	\$140.70	4	85		\$ 159.08	4	85		\$ 147.19	4	85	4%	\$ 164.06	4	85		\$ 162.45	4	85		\$ 157.35	4	85			
5		5	139		\$ 260.15	5	139	8%		5	139	6%		5	139		\$ 265.65	5	139		\$ 257.31	5	139			
6		6	85		\$ 159.08	6	85		\$ 147.19	6	85		\$ 164.06	6	85		\$ 162.45	6	85		\$ 157.35	6	85			
7		/	171 85		\$ 320.04 \$ 159.08	7	171 85	10% 5%		/	171 85	8%	\$ 330.05 \$ 164.06	7	171 85		\$ 326.81	7	171 85		\$ 316.54 \$ 157.35	8	171 85	5%	\$ 316.41	
9		8	83	10%	\$ 159.08	0	56	3%		0	56	3%		9				8	85 56	2%	•	9	56			
10		10				10	55	3%		10			\$ 106.05	10			\$ 105.11	10	55	2%		10			1	
11		11				11			\$ 297.84	11			\$ 331.98	11			\$ 328.72	11			\$ 318.40	11			\$ 318.26	
12		12				12	85	5%		12			\$ 164.06	12			\$ 162.45	12			\$ 157.35	12				
13		13				13	139	8%	\$ 240.70	13	139	6%	\$ 268.28	13	139	5%	\$ 265.65	13	139	4%	\$ 257.31	13	139	4%	\$ 257.20	
14		14				14	85	5%	\$ 147.19	14	85	4%	\$ 164.06	14	85	3%	\$ 162.45	14	85	3%	\$ 157.35	14	85	2%	\$ 157.28	
15		15				15	171	10%	\$ 296.11	15		8%	\$ 330.05	15			\$ 326.81	15	171	6%	\$ 316.54	15	171	5%	\$ 316.41	
16		16				16	85	5%	\$ 147.19	16			\$ 164.06	16			\$ 162.45	16			\$ 157.35	16				
17		17				17				17			\$ 330.05	17			\$ 326.81	17	171		\$ 316.54	17			\$ 316.41	
18		18				18				18			\$ 164.06	18			\$ 162.45	18	85		\$ 157.35	18			\$ 157.28	
19 20		19 20				19				19			\$ 268.28	19 20			\$ 265.65	19		4%		19 20				
21		21				21				21		4%	\$ 164.06	21			\$ 162.45 \$ 326.81	20 21	85 171	3%	\$ 157.35 \$ 316.54	21			\$ 157.28 \$ 316.41	
22		22				22				22				22			\$ 162.45	22	85			22			1	
23		23				23				23				23			\$ 265.65	23	139	4%	•	23			\$ 257.20	
24		24				24				24				24			\$ 162.45	24	85	3%	•	24				
25		25				25				25				25			<u> </u>	25	171	6%	\$ 316.54	25	171	5%	\$ 316.41	
26		26				26				26				26				26	85	3%	\$ 157.35	26	85	2%	\$ 157.28	
27		27				27				27				27				27	139		\$ 257.31	27				
28		28				28				28				28				28	85	3%	\$ 157.35	28				
29		29				29				29	1			29				29				29			1	
30		30				30				30	1			30				30				30				
31 32		31 32				31 32				31 32				31 32				31 32				31 32			\$ 157.28 \$ \$ 157.28	

# Proposed Monthly Fee Phases 3-8

	Plus Phase 3 & 4 Plus Phase 5					1		Plus Phase	6	1	F	Plus Phase 7	7	1	F	Plus Phase 8	3		
	Annual budget	\$ 34,661			Annual budget	\$ 35,000			Annual \$ 43,060 budget				Annual \$ 48,484 budget				Annual budget	\$ 53,222	
Strata	Unit	% of	Total strata	Strata	Unit	% of	Total strata	Strata	Unit	% of	Total strata	Strata	Unit	% of	Total strata	Strata	Unit	Total strata	
Lot #	Entitlement	complex	fees	Lot#	Entitlement	complex	fees	Lot#	Entitlemen	complex		Lot#	Entitlement		fees	Lot #	Entitlement	complex	fees
			MONTHLY				MONTHLY		t		MONTHLY				MONTHLY				MONTHLY
1	85		\$ 147.19	1	85		\$ 123.34	1			\$ 122.49	1	85		\$ 115.63	1	85		\$ 113.89
2			•	2	85		\$ 123.34	2			\$ 122.49	2			\$ 115.63	2	85		\$ 113.89
3	85			3	85		\$ 123.34	3			\$ 122.49	3	85		\$ 115.63	3	85		\$ 113.89
4	85	5%		4	85			4	85		\$ 122.49	4	85		\$ 115.63	4	85		\$ 113.89
5	139	8%		5	139		\$ 201.70	5	139		\$ 200.31	5			\$ 189.09	5	139		\$ 186.25
7	85 171	5% 10%		6 7	85 171	4% 9%	\$ 123.34 \$ 248.13	6 7		3% 7%	\$ 122.49 \$ 246.43	7	85 171		\$ 115.63 \$ 232.63	7	85 171	5%	\$ 113.89 \$ 229.13
8				8	85		\$ 123.34	8			\$ 122.49	8	85		\$ 115.63	8	85		ļ ·
9				9			·	9			-	9		2%		9			\$ 75.04
10				10	55			10			-	10	55	2%	\$ 74.82	10	55		1
11			*	11	172			11			\$ 247.87	11			\$ 233.99	11	172		,
12		5%	\$ 147.19	12	85	4%	\$ 123.34	12	85	3%	\$ 122.49	12		3%	\$ 115.63	12	85	3%	\$ 113.89
13	139	8%	\$ 240.70	13	139	7%	\$ 201.70	13	139	6%	\$ 200.31	13	139	5%	\$ 189.09	13	139	4%	\$ 186.25
14	85	5%	\$ 147.19	14	85	4%	\$ 123.34	14	85	3%	\$ 122.49	14	85	3%	\$ 115.63	14	85	3%	\$ 113.89
15	171	10%	\$ 296.11	15	171	9%	\$ 248.13	15	171	7%	\$ 246.43	15	171	6%	\$ 232.63	15	171	5%	\$ 229.13
16	85	5%	\$ 147.19	16	85	4%	\$ 123.34	16	85	3%	\$ 122.49	16	85	3%	\$ 115.63	16	85	3%	\$ 113.89
17				17	86	4%	\$ 124.79	17	86	3%	\$ 123.93	17	86	3%	\$ 116.99	17	86	3%	\$ 115.23
18				18	85		\$ 123.34	18			\$ 122.49	18			\$ 115.63	18	85		\$ 113.89
19				19	86		\$ 124.79	19			\$ 123.93	19				19	86	3%	
20				20	85	4%	\$ 123.34	20			\$ 122.49	20			\$ 115.63	20			\$ 113.89
21				21				21			\$ 246.43	21	171		\$ 232.63	21	171	5%	
22				22				22			\$ 122.49 \$ 200.31	22			\$ 115.63 \$ 189.09	22	85	3%	\$ 113.89 \$ 186.25
23				23				23			\$ 200.31	23 24	85		\$ 189.09	23 24	139 85		\$ 186.25
25				25				25		370	φ 122.49	25			\$ 232.63	25	171		\$ 229.13
26				26				26				26	85	3%	-	26	85		· .
27				27				27				27	139		\$ 189.09	27	139	4%	
28				28				28				28			\$ 115.63	28	85		\$ 113.89
29				29				29				29		3,0	,	29	85		ļ ·
30				30				30				30				30	85		
31				31				31				31				31	85	3%	\$ 113.89
32				32				32				32				32	85	3%	\$ 113.89
	1668	100%			2010	100%			2490	100%			2970	100%			3310	100%	,

# Exhibit H Deleted

# Exhibit I

# District of Invermere

"ON THE LAKE"

Folio: 248.070

June 17, 2022

Generation Homes 1345408BC Ltd 4091 Johnson Road Invermere, B.C. V0A 1K4

Attention: Christine Scott

Re: Residential Infill Development Permit No.22.01 - Pine Tree Valley

Lot 1 District Lot 1092, Kootenay District Plan NEP8353 Except part included in Plan NEP20703

PID: 013-506-722 (Subject Property)

Dear Ms. Scott:

Please find attached Residential Infill Development Permit No.22.01 – Pine Tree Valley a multi family residential development proposal located at 2128 - 15<sup>th</sup> Avenue which is designated as an Infill Development Permit Area within the District of Invermere's Official Community Plan.

If you have any questions with the Development Permit or require additional information, please do not hesitate to contact me at the District of Invermere office, phone # 250-342-9281 extension 1235 or email planning@invermere.net

Yours truly,

Rory Hromadnik Development Services Pursuant to Section 488(1) of the Local Government Act, the Council of the District of Invermere has issued a Development Permit to:

DP 22.01 – Pine Tree Valley Christine Scott

Generation Homes 1345408BC Ltd 4091 Johnson Road Invermere, B.C. V0A 1K4 (the "Permittees")

This Development Permit is issued subject to compliance with all of the bylaws of the District of Invermere applicable thereto, except as specifically varied or supplemented by this Permit and it applies only to those lands owned by the Permittee within the District of Invermere and legally described as:

Lot 1 District Lot 1092, Kootenay District Plan NEP8353 Except part included in Plan NEP20703

PID: 013-506-722 (Subject Property

#### **Development Permit Conditions**

- This is not a building permit.
- 2. This Permit does not preclude the requirements of the District of Invermere's Subdivision and Development Servicing Bylaw 902 or any other Bylaw of the District's in effect at the time of application.
- The proposed development addressed in DP 22.01 lies within and is subject to the guidelines of Official Community Plan Bylaw No.1495, 2015 Section 4.8 Residential Infill Development Permit Area (DPA) and the Development Permit Area Design Guidelines outlined in Chapter 5 of the Official Community Plan.

#### Siting and Design

- 4. This is not a Building Permit. This development permit outlines the conditions for the phased Pine Tree Valley Development proposal on the subject property. The full development proposal includes the construction of twenty seven (27) strata residential townhouse units. Each townhouse unit is proposed as a four (4) plex for a total of 108 dwelling units. All development is situated on Lot 1 District Lot 1092, Kootenay District Plan NEP8353 Except part included in Plan NEP20703. PID: 013-506-722 (Subject Property.
- Design is to be primarily consistent with the October 2021, Berry Architecture and Associates, Plans 21-070.
- 6. Siting of all buildings to be in conformance with the R-3 Cluster Development (Medium Density Zone) regulations within the District of Invermere Zoning Bylaw No.1145, 2002. Final review of all the regulation requirements of the R-3 Zone will, including but not limited to siting, density, structure heights and permitted use will be evaluated at Building Permit issuance. Please note that height will be evaluated based on the Section 219 Covenant, CA1641649 registered on the subject Property restricting height to a 7.5m maximum as determined by Zoning Bylaw No.1145, 2002. All structures proposed at minimum setback distances will require a BCLS site survey at the establishment of the foundations to ensure compliant siting. Non-conforming siting will require redesign or a Development Variance Permit prior to B.P. issuance. Preliminary Siting Plan attached as Schedule "A".
- 7. On site parking is to be compliant with Section 4 of Zoning Bylaw 1145, 2002 Section 4.5 (4) c Multi Family dwellings.
- 8. Exterior building design, including exterior building finishes and colours, will be primarily consistent with the design submitted and as shown on attached Schedule "B".

pod

- Construction design and techniques are encouraged to be consistent with OCP Bylaw No. 1495 Energy Efficiency and Water Conservation DPA guidelines, section 4.5.3.
- No exposed foundation greater than 12 inches from finished grade is permitted. All exposed foundation is to be finished or parged.
- 11. All onsite service areas including but not limited to central garbage facilities, parking and propane structures are to be landscape screened and / or designed to meet the Development Permit Area Design Guidelines outlined in Chapter 5 of the Official Community Plan, Bylaw No. 1495, 2015.
- All exterior lighting is to be sharp cut-off. Lighting specifications are to be approved by the District of Invermere
  prior to installation.

#### Construction Sequencing

13. The development is a strata proposal with Phase 1 consisting of eight (8) structures each with four (4) dwellings for a total of thirty two (32) units as highlighted in Preliminary Siting Plan attached as Schedule "A". Future development of the remaining lands will be completed as strata developments as per the full parcel development concept plan also illustrated in Schedule "A."

#### Landscaping

14. Subdivision approval will not be considered until a landscape plan which is to include automatic irrigation to all planted areas, including to planters / trees is submitted to the District of Invermere and is approved by the Director of Development Services or a designate. The landscape plan is to include an estimated value from which a security deposit of 120% of the estimated value of landscaping and irrigation is to be deposited with the District of Invermere. "

#### Geotechnical Assessment

15. No Building Permits will be issued for the subject property until such time as a Geotechnical Assessment completed by a BC Registered Geotechnical Engineer has been completed that specifically addresses the structures and location of structures for an acceptable Geotechnical factor of safety. Any recommendations outlined in the Geotechnical Assessment must be incorporated into all permit applications.

#### Archaeological Assessment

16. An archaeological assessment completed by Core Heritage Consulting Ltd, March 8, 2022, indicated there are no archaeological concerns on te Subject Property. All works on the subject property are to be compliant with Core Heritage's recommendations which are as follows; "no additional assessment be required for this development, unless evidence of protected heritage resources should become apparent in the course of development (i.e., a chance find). In the event of such a find, work must cease immediately, except as required to stabilize and secure the site, pending consultation with the BC Archaeology Branch and affected First Nations."

#### Fire Flow Assessment

17. Fire flow water modeling verification of adequate fire flows to FUS standards will be required prior to Building permit approval. All costs associated with the modelling and any necessary on and off-site improvements to achieve the required fire flows are the responsibility of the developer.

#### **Traffic Assessment**

18. No Building Permits will be issued prior to confirmation of the traffic modelling evaluating the impact of traffic associated with the development has been considered. Traffic impacts to be confirmed as being considered in the recently completed District of Invermere Transportation Master Plan, May 3, 2022. All costs associated with additional assessments, modelling and any necessary on and off-site improvements to achieve the required traffic design requirements generated by the development proposal are the responsibility of the developer.

H

#### Access

19. Prior to Building Permit issuance, Emergency services to confirm ingress and egress conditions proposed meet Fire Code requirements. No access other than emergency access is permitted off of 15<sup>th</sup> Avenue. Phase 1 development and all future development indicated in Schedule "A" is to be accessed off of Pine Tree Road and internal Strata roadways.

#### **Parkland Provision**

20. The provision of parkland or cash in lieu is governed under section 510 of the Local Government Act A building subdivision, as opposed to a subdivision of land, under the Strata Property Act does not require approval of the approving officer. As per the Strata Property Act the approving officer has a role in a bare land strata subdivision application because in that instance the land is actually being subdivided, however, in a typical condominium or building project the municipal role is limited to the building permit and development permit, as applicable with this proposal. Confirmation of the Parkland provisions applicable under Section 510 of the LGA, which potentially requires dedication of 5% of the parcel area or 5% of the property value prior to subdivisions approval of bareland or fee simple subdivisions will be assessed at the submission of future subdivision application(s).

Works and Services / Infrastructure Requirements – Subdivision and Development Servicing Bylaw No. 902, 1997.

The following items are to be addressed prior to the issuance of building permits for the subject property. This list may not be exhaustive. The exclusion of any condition at the time of issuance of this Development Permit shall not serve to prohibit its inclusion at a later date. Additional works and services may be required within the Development and Building Permit processes.

- 21. No Building Permits will be issued for the subject property until such time as engineering plans, designed by a professional Engineer, certified in B.C, and a cost estimate for any off-site servicing and works for the properties has been approved by the Director of Public Works and Operations or designate. Security in the amount of 110% of the above noted cost estimate for all approved off-site works and services has been deposited with the District of Invermere. The plan must include the following items:
  - i. Installation of on and off site water and sewer services based on approved water demand and sanitary flow calculations. Waterline extension on 15<sup>th</sup> avenue along the Subject parcel frontage will be required. Two additional off suite fire hydrants will be required. The waterline and hydrant location are indicated in Schedule "C". Engineering and design of the water service to the strata development to include a single supply water meter.

ii. Storm water management plan for the subject property. Storm water management is the responsibility of the developer. All storm water is to be contained on-site, and no discharge to sanitary sewerage system or to adjacent properties permitted

iii. Provision for adequate on-site garbage and recycle collection;

iv. Provision of telephone, cable, and hydro-electric service to the property line.

Provision of off site multi use pathways adjacent to 15<sup>th</sup> Avenue and Pine Tree Road. Locations indicated in Schedule "C".

#### **Development Cost Charges**

DCC fees based on DP design and Current DCC Bylaw 1598, 2021

Item	Phase 1 Dwelling Units	High Density DCC per dwelling unit.	DCC Estimate for Phase 1	
Multi-Family Residential	32	\$8,630.00.00 per unit	\$276,160.00	

DCC's will be required to be paid prior to the issuance of Building Permits and are based on the bylaw in effect at the time of approval. DCC requirements will be re-evaluated at building permit stage to address any adjustments necessary for proposed development density or current bylaw adjustments.

Let

#### Expiry

22. If construction is has substantially progressed by June 16, 2024, this permit will expire.

Pursuant to section 503(1) of the *Local Government Act*, the District of Invermere agrees to file a notice in the Kamloops Land Title Office that the Lands are subject to this Permit.

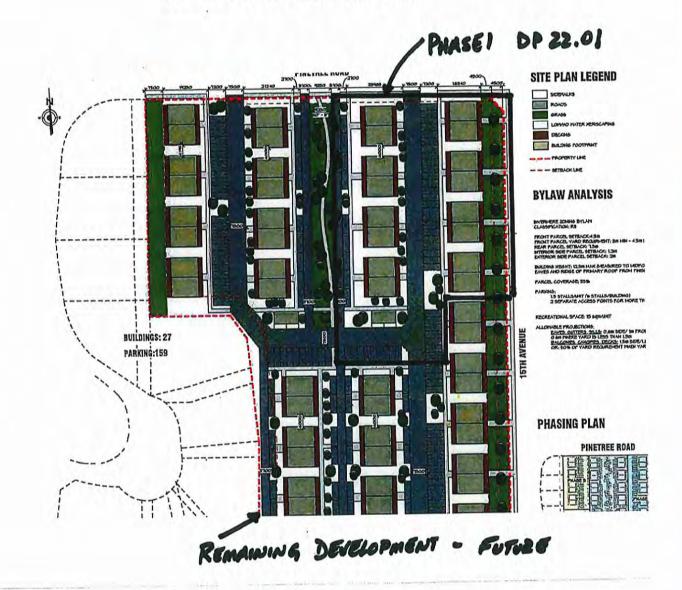
AUTHORIZATION WAS GRANTED ON THE 17th DAY June 2022

ISSUED THIS 17th DAY OF JUNE 2022.

DIRECTOR OF DEVELOPMENT SERVICES DISTRICT OF INVERMERE

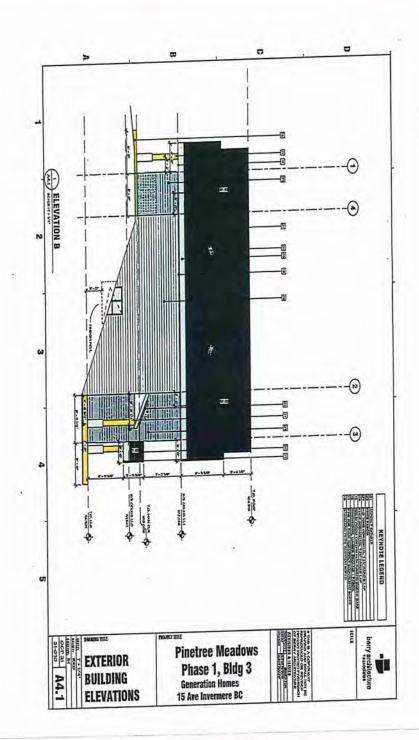
DP. 92.01

# Schedule "A" DP 22.01 Siting Plan



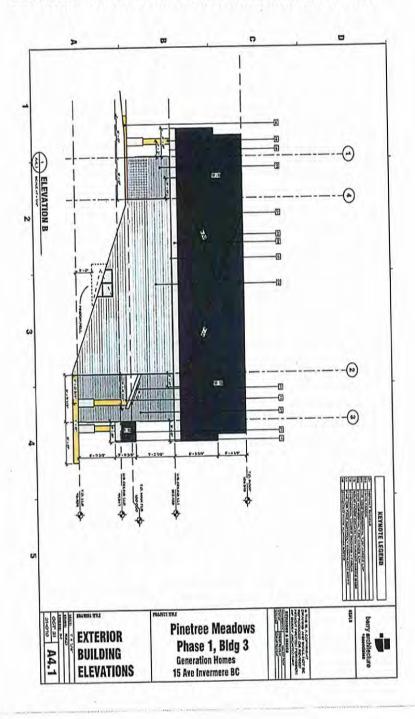
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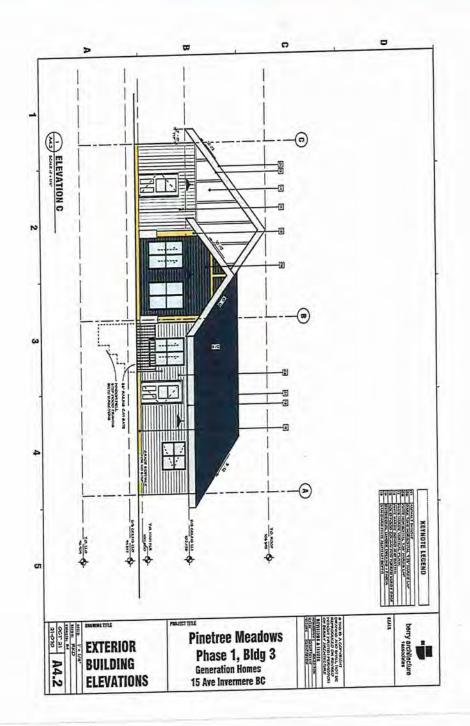
# Schedule "B" DP 22.01 Exterior Building Design





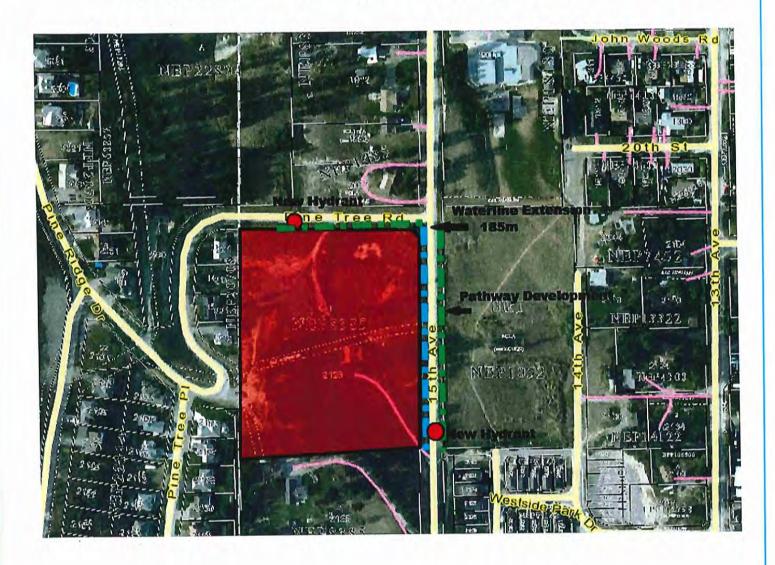
# Schedule "B" DP 22.01 Exterior Building Design







# Schedule "C" DP 22.01 Off Site Waterline Extension, Hydrant and Pathway Locations





# Exhibit J7

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

Date of Offer:	day of, 202		
Vendor:	1345408 B.C. LTD.		
Vendor's Solicito	r: Columbia Valley Law Corporation Box 639, 1309 – 7 <sup>th</sup> Avenue, Invermere, BC V0A 1K0 reception@columbialegal.ca		
Purchaser:			
Name(s) ar	nd Occupation(s)		
Mailing Ad	Mailing Address(es)		
Telephone	Number(s)		
Email Add	ress(es)		
Purchaser's Solici	tor:		

## FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

## Property:

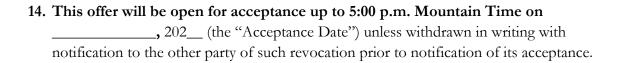
1.	. The Purchaser hereby offers to purchase from the contained in this Agreement, including those terms to this Agreement, the following property:	
	a. A proposed strata lot to be legally describ	ped as:
	PROPOSED STRATA LOT DIST DISTRICT STRATA PLAN EPS8541 T THE COMMON PROPERTY IN PRO ENTITLEMENT OF THE STRATA L	OGETHER WITH AN INTEREST IN PORTION TO THE UNIT
	b. The following: range, fridge, dishwasher,	washer, and dryer (the "Appliances")
	(collectively, the "Strata Lot").	
Purcha	hase Price:	
2.	The Purchase Price for the Strata Lot is \$Price"). The Purchase Price does not include Go taxes.	•
3.	. The portion of the Purchase Price allocated to the	ne Appliances is \$
Depos	osit:	
4.	The Purchaser shall pay an initial deposit of \$ Deposit") upon submission of this Agreement to fully refundable to the Purchaser if this Agreement delivered to the Purchaser on or before the Acce	o the Vendor. The Initial Deposit shall be ent is not executed by the Vendor and
5.	The Purchaser shall pay a second deposit in the "Second Deposit"). The Initial Deposit plus the Purchase Price. The Purchaser shall pay the Second	Second Deposit shall not exceed 10% of the
	a. the date that the Purchaser removes the Agreement (if any); and	ast condition-precedent contained in this
	b. within 5 business days after the execution	n of this Agreement.

- 6. The Purchaser shall pay the Initial Deposit and the Second Deposit (collectively, the "Deposit") by way of bank drafts payable to "Columbia Valley Law Corporation in Trust" delivered to the Vendor's Solicitor at the address set out above.
- 7. The Deposit shall be applied against the Purchase Price.
- 8. No interest on the Deposit shall be paid or is payable to the Purchaser.
- 9. In the event that the Purchaser fails to pay the Deposit as required by this Agreement, the Vendor may, at the Vendor's option, terminate this Agreement.
- 10. The Deposit shall be returned to the Purchaser:
  - a. if a condition-precedent contained in this Agreement is not removed, waived, or declared fulfilled; or
  - b. if the Vendor fails to complete the transaction on the Completion Date in full satisfaction of any claims the Purchaser may have against the Vendor at law or in equity.
- 11. If the Purchaser fails to complete the transaction in accordance with the terms of this Agreement, then the Deposit will be forfeited to the Vendor without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.

#### Schedules:

- 12. Schedules A, B, and C attached hereto form an integral part of this Agreement and all terms and conditions of Schedules A, B, and C are incorporated into and form part of this Agreement. The Purchaser acknowledges that the Purchaser has read all the paragraphs and Schedules of this Agreement.
- 13. On submission of this Agreement to the Vendor, the Purchaser shall deliver to the Vendor a duly executed copy of the acknowledgment of disclosure statement receipt attached as Schedule B.

#### Acceptance:



Witness:

15. Upon acceptance by the Vendor by signing a copy of this Agreement, there will be a binding Agreement of Purchase and Sale on the terms and conditions herein set

forth.

Authorized signatory

#### SCHEDULE A

#### ADDITIONAL TERMS AND CONDITIONS

#### 1. Completion Date:

- a. The Purchaser acknowledges and accepts that the Vendor shall give the Purchaser not less than twenty-one days written notice (the "Notice"), specifying the date that will be the Completion Date (the "Completion Date") and the Notice will be deemed to fix the Completion Date subject to any extensions as provided for in this Agreement.
- b. The balance of the Purchase Price shall be paid on the Completion Date.
- c. If the Completion Date has not occurred within 2 years of the date of this Agreement, then the Purchaser may elect to terminate this Agreement and the Deposit will be refunded to the Purchaser in full satisfaction of any claims the Purchaser may have against the Vendor at law or in equity.
- d. The Purchaser is purchasing a strata lot yet to be completed. The Purchaser acknowledges and accepts that construction and other delays may affect the date on which the Strata Lot is completed. The Strata Lot may be occupied when the District of Invermere has given written permission to occupy the Strata Lot ("Permission to Occupy"). Permission to Occupy refers to the Strata Lot only and not to any other strata lot or the common property within the development known as Pinetree Valley Development Pinetree Meadows (the "Development").
- e. If Permission to Occupy has not been received prior to the Completion Date, then the Vendor may delay the Completion Date from time to time as required by the Vendor until Permission to Occupy has been received. The Vendor shall give notice of such delay not less than 5 business days before the Completion Date.
- f. If the Purchaser wishes to extend the Completion Date, then the Purchaser may apply to the Vendor to do so. The Vendor may arbitrarily withhold its consent to any extension of the Completion Date.
- 2. <u>Possession</u>: The Purchaser shall have vacant possession of the Strata Lot at 12:00 p.m. Mountain Time on the day following the Completion Date.

#### 3. Lien Holdback:

a. That portion, if any, of the Purchase Price required by the *Builders Lien Act* of British Columbia or the *Strata Property Act* of British Columbia to be held back by the

- Purchaser in respect of potential builders' lien claims (the "Lien Holdback") shall be held by the Purchaser's solicitor or notary in trust.
- b. The Purchaser warrants that the Purchaser will direct the Purchaser's solicitor or notary to pay to the Vendor's solicitor, on the 56<sup>th</sup> day after Permission to Occupy the Strata Lot has been issued, the Lien Holdback less any amount representing builders' lien claims, if applicable, registered against title to the Strata Lot.
- c. If the Lien Holdback is not released to the Vendor on the 56<sup>th</sup> day after Permission to Occupy the Strata Lot has been issued, then the Purchaser shall pay the Vendor interest on the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, in the amount of 30% per annum compounded monthly until the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, has been delivered to the Vendor.
- d. The Purchaser or the Purchaser's solicitor or notary public is solely responsible to notify the Vendor's Solicitor in writing of any builders lien claims filed against the Strata Lot by 1:00 p.m. Mountain Time on the 56<sup>th</sup> day after permission to occupy the Strata Lot has been issued.
- e. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitor to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be solely at the expense of the Vendor.
- 4. <u>Title</u>: On the Completion Date, the Vendor shall:
  - a. provide title to the Strata Lot to the Purchaser, subject to the exceptions listed in section 23(2) of the *Land Title Act*, free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except:
    - i. the existing encumbrances and legal notations set out in section 4.3 of the Disclosure Statement;
    - ii. the proposed encumbrances set out in section 4.4 of the Disclosure Statement; and
  - iii. any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them;

(the "Permitted Encumbrances")

and on or before the Completion Date, the Vendor will have taken whatever steps are necessary to obtain or make arrangements for any release or discharge of all liens, mortgages, charges and encumbrances (the "Charges") save and except the Permitted Encumbrances registered against title to the Strata Lot. The Vendor shall bear all costs of providing clear title to the Strata Lot as set out in this paragraph.

b. The Purchaser acknowledges and agrees that the Vendor may be using the purchase monies received from the Purchaser to obtain a partial discharge of the Charges from the Strata Lot. The Purchaser's solicitor or notary public shall pay the balance of the adjusted Purchase Price on the Completion Date to the Vendor's Solicitor in trust on their undertaking to pay sufficient funds to the holders of the Charges to legally oblige such Charge holders to discharge their Charge from title to the Strata Lot.

#### 5. Purchaser Financing

- a. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, then the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:
  - i. deposited in trust with its solicitor or notary public the cash balance of the Purchase Price not being financed by the mortgage;
  - ii. fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
  - iii. made available to the Vendor's Solicitor a lawyer's or notary public's undertaking to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the transfer and the new mortgage documents and the advance by the new mortgage of the mortgage proceeds.
- 6. No Set-off: Except as expressly set forth in this Agreement or as otherwise mutually agreed to in writing by the Purchaser and the Vendor, the Purchaser's obligation to make the payments provided for in this Agreement shall not be affected by any circumstances including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Purchaser may have against the Vendor.

#### 7. Adjustments, Costs, and GST/PST:

- a. The Purchase Price does not include federal Goods and Services Tax ("GST") and other applicable taxes. The Purchaser shall assume and pay where applicable all real property taxes, GST, and Provincial Sales Tax ("PST"), on the value of the Strata Lot, and Property Transfer Tax, rates, local improvement assessments and other charges levied against the Strata Lot, strata fees, if any, and all adjustments both incoming and outgoing of whatsoever nature made as of the Completion Date.
- b. The Purchaser shall pay to the Vendor on the Completion Date the amount of the GST due on the value of the Strata Lot and the Vendor shall be responsible for remitting the appropriate amount of tax.
- c. The Strata Lot includes the Appliances. The Purchaser agrees that GST and PST is payable on the Appliances by the Purchaser. On the Completion Date, the Purchaser shall pay to the Vendor the amount of the GST and PST due on the value of the Appliances, and the Vendor shall be responsible for remitting the appropriate amount of tax.
- 8. Strata Lot Plans: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as **Exhibit B7** to the Disclosure Statement, and the proposed architectural designs attached as **Exhibit C6** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans and architectural designs, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser.
- 9. <u>Variation in Square Footage</u>: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by 5% without compensation to the Purchaser. If the Strata Lot varies by more than 5% to the disadvantage of the Purchaser, then the Vendor agrees to reduce the price of the Strata Lot by a percentage which is equal to the percentage by which the area of the Strata Lot as shown on the registered strata plan exceeds 5% less than as shown in **Exhibit B7** to the Disclosure Statement. For greater clarity, there will be no adjustment made in respect of the first 5% of square footage variance, but only in respect of that portion of the strata lot which varies to the disadvantage of the Purchaser by more than 5%.
- 10. <u>Municipal Services</u>: The Purchaser acknowledges that the Development, including the Strata Lot, may include service facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development, such as transformers, fire hydrants, vents, ducts, fans and other such facilities and equipment. These service facilities will be located within the Development and the Strata Lot as required by municipal

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

#### 11. <u>Inspection</u>:

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

#### 12. Transaction Documents:

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

- 13. <u>No Interest in Land:</u> Neither this Agreement nor any interest in the Strata Lot created hereunder shall be registered in the applicable Land Title Office except for the Form A transfer of the Strata Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.
- 14. <u>Civic Address:</u> The civic address and strata lot numbers relating to the Strata Lot are subject to change at the discretion of the Vendor without compensation to the Purchaser. If the Strata Lot numbering varies from that set out in **Exhibit B7** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
- 15. <u>Time of the Essence</u>: Time will be of the essence hereof and unless the balance of the Purchase Price and all applicable taxes and adjustments are paid on or before the Completion Date, the Vendor may at the Vendor's option terminate this Agreement, and in such event the Deposit will be absolutely forfeited to the Vendor, without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.
- 16. <u>Risk</u>: The Strata Lot will be at the risk of the Vendor until the Completion Date and thereafter at the risk of the Purchaser.

#### 17. Assignment:

- a. The Purchaser shall not directly or indirectly assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the absolute discretion of the Vendor.
- b. Without the Vendor's prior consent, any assignment of this purchase agreement is prohibited.
- c. An assignment under the Real Estate Development Marketing Act is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
- d. Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.
- e. Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
  - i. the party's identity;

- ii. the party's contact and business information;
- iii. the terms of the assignment agreement.
- f. Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.
- g. The Vendor will not disclose the assignment information to any party without the written consent of the Assignor and the Assignee, except as prescribed by section 20.5 of the Real Estate Development and Marketing Act, namely:
  - i. for the purposes of administering or enforcing the Real Estate Development Marketing Act, a taxation Act, the Home Owner Grant Act, or the Land Deferment Act;
  - ii. in court proceedings related to the Acts referred to in subparagraph (i);
  - iii. under an agreement that: is between the government and another government, relates to the administration or enforcement of tax enactments, and provides for the disclosure of information and records to and the exchange of similar information and records with that other government;
  - iv. for the purpose of the compilation of statistical information by the government or the government of Canada; or
  - v. to the British Columbia Assessment Authority.
- h. After the Vendor consents to any assignment of the Purchaser's rights under this Agreement, the Vendor will be required to:
  - i. collect a copy of the written and fully executed assignment agreement and keep that copy for 6 years following the date on which the strata plan is deposited;
  - ii. file with the administrator designated by the *Property Transfer Tax Act* (the "Administrator") all of the assignment information; and
  - iii. file any additional information or records requested by the Administrator in order to verify the assignment information; and

the Assignor and Assignee agree that they will provide and deliver any such materials to the Vendor upon its written request.

- 18. No Resale Prior to Completion: The Purchaser shall not advertise or offer the Strata Lot for sale, nor enter into any agreement for the sale of the Strata Lot prior to the date that is 1 year after the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor.
- 19. <u>Tender:</u> Tender or payment of monies under this Agreement shall be by bank draft or by solicitor's or notary's trust cheque unless otherwise agreed to in writing by the parties.
- 20. <u>Notices</u>: Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by registered mail to the Vendor or the Vendor's Solicitor or to the Purchaser or the Purchaser's Solicitor as the case may be, at the above address. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail then on the day of transmission, and if mailed, then on the date recorded as the date of delivery by the postal service.
- 21. <u>Voting on Certain Resolutions</u>: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting including, but not limited to, those that deal with amendments to the Form P Declaration of Phased Strata Plan in respect of the order of the phases, the number of strata lots in each phase, construction schedules, unit entitlement of the strata lots, and the phase boundaries. The Purchaser further agrees, if requested by the Vendor, to deliver to the Vendor in advance of such meeting its written proxy so the Vendor may exercise such votes on the Purchaser's behalf. In the absence of such a proxy, the Vendor may present this Agreement to the meeting as evidence of the Purchaser's proxy in favour of the Vendor and the Vendor's unfettered discretion to exercise the Purchaser's proxy on these matters.
- 22. <u>Number and Gender</u>: All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.
- 23. <u>Binding Effect</u>: This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. All covenants and agreements herein will survive the Completion Date and not merge.

#### 24. Entire Agreement:

a. This Agreement is the entire agreement between the parties with respect to the purchase and sale of the Strata Lot and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material

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

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

#### 25. Privacy Consent:

- a. The Purchaser consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise as collected by or on behalf of the Vendor and its agents, affiliates, and service providers for the following purposes:
  - i. to complete the transaction contemplated by this Agreement;
  - ii. to engage in business transactions included in securing financing for the construction of the development;
  - iii. to provide ongoing products and services to the Purchasers;
  - iv. to market, sell, provide and inform the Purchasers of the Vendor's products and services, including information about future projects;
  - v. as required by law; and
  - vi. for additional purposes identified when or before the information is collected.
- b. The Purchaser consents to the collection, use, and disclosure of the information to agents, contractors, and service providers of the Vendor and its affiliates in connection with the above purposes. Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to for the collection, use, and disclosure of for the purposes of subsections 25(a)(iii) and 25(a)(iv) at any time by contacting the Vendor at the address set out above.
- 26. <u>Major Delays</u>: If the Purchaser or Vendor are unable to perform any of their obligations under this Agreement by reason of major events outside the parties' control, including but not limited to, strikes, riots, equipment failure, natural disaster, war, pandemic, government shutdown, civil unrest, et cetera, then the parties shall be relieved from their obligations during the delay and the parties shall complete their obligations within a reasonable period after the delay.

- 27. <u>Governing Law</u>: It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof will be governed and construed in accordance with the laws of the Province of British Columbia.
- 28. <u>Waiver</u>: A waiver by either party of the strict performance by the other of any provision of this agreement will not constitute waiver of any subsequent breach of such provision or any other provision of this agreement.
- 29. <u>Rescission Rights if Building Permit not Yet Issued</u>: If the Purchaser has received a Disclosure Statement for a strata lot that states that a building permit for the strata lot has not yet been issued, then the Purchaser and Vendor agree that:
  - a. the purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
  - b. if an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12- month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
  - c. the amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
  - d. all deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.
- 30. Ongoing Development: The Purchaser acknowledges and accepts that the Strata Lot is part of an ongoing phased development and that further units will be constructed adjacent to the Strata Lot, with attendant construction noise, dust, dirt tracks on roadways, and coming and going of vehicular traffic association with the construction of the Development. The Purchaser also acknowledges and accepts that construction of the strata common facilities, such as the roadways, will be ongoing throughout the course of the construction of the

Development, with attendant construction noise, dust, temporary roadway closures or detours, and the coming and going of vehicular traffic associated with the construction of the strata common facilities. The Purchaser hereby waives all claims it may have now or in the future against the Vendor, and its successors and assigns relating to the ongoing development and the inconveniences attendant to it.

- 31. <u>Legal Advice</u>: The parties acknowledge that Columbia Valley Law Corporation prepared this Agreement and represents the Vendor only. The Purchaser is recommended to obtain independent legal advice on this Agreement.
- 32. <u>Construction of Agreement</u>: This Agreement shall be construed as though the parties participated equally in drafting it. Any rule of construction that a document be construed against the drafting party, including the *contra proferentem* doctrine, shall not apply to the construction of this Agreement.
- 33. Execution: This Agreement may be executed and delivered electronically and in counterpart.

#### Schedule B

#### Acknowledgment of Disclosure Statement Receipt

- The Purchaser consents to receiving a copy of the disclosure statement for the development, Pinetree Valley Development - Pinetree Meadows, and all amendments to it by electronic means.
- 2. The Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement:
  - a. the Disclosure Statement dated June 30, 2022;
  - b. the First Amendment to Disclosure Statement dated July 09, 2022;
  - c. the Second Amendment to Disclosure Statement dated June 30, 2023;
  - d. the Third Amendment to Disclosure Statement dated October 25, 2023;
  - e. the Fourth Amendment to the Disclosure Statement dated March 15, 2024;
  - f. the Fifth Amendment to the Disclosure Statement dated March 29, 2024;
  - g. the Sixth Amendment to the Disclosure Statement dated June 28, 2024; and
  - h. the Seventh Amendment to the Disclosure Statement dated February 14, 2025,(the "Disclosure Statement");

and/or if the Acceptance Date for the Agreement is after February 14, 2025, then the Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement either the Consolidated Disclosure Statement dated February 14, 2025, or the Disclosure Statement as defined herein.

The execution of this Acknowledgment of Disclosure Statement Receipt shall constitute a
receipt by the Purchaser in respect of the Disclosure Statement and the Consolidated
Disclosure Statement.

(Continued on Next Page)

4.	The Disclosure Statement relates to a development property that is not yet completed. The Purchase acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the attention of the Purchaser.		
Dated	l: day of, 20		
Print I	Purchaser's name: Pr	int Purchaser's name:	

# Schedule C

# Addendum

This is an addendum to the offer to purchase and agreement of sale dated:
between 1345408 B.C. LTD. (the "Vendor") and
(the "Purchaser") for the Proposed STRATA LOT DISTRICT LOT 1092 KOOTENAY
DISTRICT STRATA PLAN EPS8541 TOGETHER WITH AN INTEREST IN THE COMMC
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT A
SHOWN ON FORM V (the "Strata Lot").
The Purchaser and Vendor hereby further agree as follows:

Purchaser:	Witness:
Purchaser:	Witness:
1345408 B.C. LTD.	
Per:	_
Authorized signatory	Witness:

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

Date of Offer:	day of, 202	
Vendor:	1345408 B.C. LTD.	
Vendor's Solicitor:	Columbia Valley Law Corporation Box 639, 1309 – 7 <sup>th</sup> Avenue, Invermere, BC V0A 1K0 reception@columbialegal.ca	
Purchaser:		
Name(s) and	Occupation(s)	
Mailing Address(es)		
Telephone N	Jumber(s)	
Email Addres	ss(es)	
Purchaser's Solicito	or:	

## FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

## Property:

1.	1. The Purchaser hereby offers to purchase from the Vendor on the terms and conditions contained in this Agreement, including those terms and conditions set forth in any Schedul to this Agreement, the following property:			
	a.	A strata lot located within the development known as Pinetree Valley Development - Pinetree Meadows (the "Development") and legally described as:		
		STRATA LOT DISTRICT LOT 1092 KOOTENAY DISTRICT STRATA PLAN EPS8541 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V; and		
	b.	The following: range, fridge, dishwasher, washer, and dryer (the "Appliances")		
		(collectively, the "Strata Lot").		
Purcha	se Price	: :		
2.	The Pu	archase Price for the Strata Lot is \$ (the "Purchase		
		. The Purchase Price does not include Goods and Services Tax and other applicable		
3.	. The portion of the Purchase Price allocated to the Appliances is \$			
Depos	it:			
4.	The Purchaser shall pay an initial deposit of \$ (the "Initial Deposit") upon submission of this Agreement to the Vendor. The Initial Deposit shall be fully refundable to the Purchaser if this Agreement is not executed by the Vendor and delivered to the Purchaser on or before the Acceptance Date set out herein.			
5.	"Secon	archaser shall pay a second deposit in the amount of \$ (the ad Deposit"). The Initial Deposit plus the Second Deposit shall not exceed 10% of the se Price. The Purchaser shall pay the Second Deposit on the date that is the later of:		
	a.	the date that the Purchaser removes the last condition-precedent contained in this Agreement (if any); and		

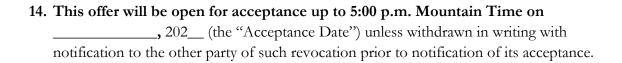
b. within 5 business days after the execution of this Agreement.

- 6. The Purchaser shall pay the Initial Deposit and the Second Deposit (collectively, the "Deposit") by way of bank drafts payable to "Columbia Valley Law Corporation in Trust" delivered to the Vendor's Solicitor at the address set out above.
- 7. The Deposit shall be applied against the Purchase Price.
- 8. No interest on the Deposit shall be paid or is payable to the Purchaser.
- 9. In the event that the Purchaser fails to pay the Deposit as required by this Agreement, the Vendor may, at the Vendor's option, terminate this Agreement.
- 10. The Deposit shall be returned to the Purchaser:
  - a. if a condition-precedent contained in this Agreement is not removed, waived, or declared fulfilled; or
  - b. if the Vendor fails to complete the transaction on the Completion Date in full satisfaction of any claims the Purchaser may have against the Vendor at law or in equity.
- 11. If the Purchaser fails to complete the transaction in accordance with the terms of this Agreement, then the Deposit will be forfeited to the Vendor without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.

#### Schedules:

- 12. Schedules A, B, and C attached hereto form an integral part of this Agreement and all terms and conditions of Schedules A, B, and C are incorporated into and form part of this Agreement. The Purchaser acknowledges that the Purchaser has read all paragraphs and schedules of this Agreement.
- 13. On submission of this Agreement to the Vendor, the Purchaser shall deliver to the Vendor a duly executed copy of the acknowledgment of disclosure statement receipt attached as Schedule B.

#### Acceptance:



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

15. Upon acceptance by the Vendor by signing a copy of this Agreement, there will be a binding Agreement of Purchase and Sale on the terms and conditions herein set

forth.

#### SCHEDULE A

#### ADDITIONAL TERMS AND CONDITIONS

#### 1. Completion Date:

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

- b. Completion shall occur as follows:
  - i. the Purchaser's lawyer shall prepare the conveyance documents and send them to the Vendor's lawyer;
  - ii. the Vendor's lawyer shall return the duly executed conveyance documents to the Purchaser's lawyer before the Completion Date on undertakings agreed to between the parties' lawyers; and
  - iii. if the parties' lawyers cannot agree on undertakings, then the standard CBA BC real estate undertakings shall be used.
- c. The Purchaser acknowledges and accepts that construction and other delays may affect the date on which the Strata Lot is completed. The Strata Lot may be occupied when the District of Invermere has given written permission to occupy the Strata Lot ("Permission to Occupy"). Permission to Occupy refers to the Strata Lot only and not to any other strata lot or the common property within the Development.
- d. If Permission to Occupy has not been received prior to the Completion Date, then the Vendor may delay the Completion Date from time to time as required by the Vendor until Permission to Occupy has been received. The Vendor shall give notice of such delay not less than 5 business days before the Completion Date.
- e. If the Vendor is delayed in:
  - i. completing the servicing of the Development; or
  - ii. performing any other obligation under this Agreement by reason of unforeseen circumstance including earthquake, fire, explosion, accident, action or inaction of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of god, delay or failure by carriers or contractors, climate conditions; or
  - iii. by any other reason or circumstance beyond the exclusive control of the Vendor;

then the time within which the Vendor must do anything contained herein, and the Completion Date established in accordance with section 1 of this Agreement, will be

- extended by the period equivalent of such delay as set out in written notice from the Vendor to the Purchaser, which notice will include the new extended Completion Date. For greater certainty, delays in connection with public health declarations, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Vendor.
- f. If the Purchaser wishes to extend the Completion Date, then the Purchaser may apply to the Vendor to do so. The Vendor may arbitrarily withhold its consent to any extension of the Completion Date.
- 2. <u>Possession</u>: The Purchaser shall have vacant possession of the Strata Lot at 12:00 p.m. Mountain Time on the day following the Completion Date.

#### 3. Lien Holdback:

- a. That portion, if any, of the Purchase Price required by the *Builders Lien Act* of British Columbia or the *Strata Property Act* of British Columbia to be held back by the Purchaser in respect of potential builders' lien claims (the "Lien Holdback") shall be held by the Purchaser's solicitor or notary in trust.
- b. The Purchaser warrants that the Purchaser will direct the Purchaser's solicitor or notary to pay to the Vendor's solicitor, on the 56<sup>th</sup> day after Permission to Occupy the Strata Lot has been issued, the Lien Holdback less any amount representing builders' lien claims, if applicable, registered against title to the Strata Lot.
- c. If the Lien Holdback is not released to the Vendor on the 56<sup>th</sup> day after Permission to Occupy the Strata Lot has been issued, then the Purchaser shall pay the Vendor interest on the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, in the amount of 30% per annum compounded monthly until the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, has been delivered to the Vendor.
- d. The Purchaser or the Purchaser's solicitor or notary public is solely responsible to notify the Vendor's Solicitor in writing of any builders lien claims filed against the Strata Lot by 1:00 p.m. Mountain Time on the 56<sup>th</sup> day after permission to occupy the Strata Lot has been issued.
- e. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitor to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be solely at the expense of the Vendor.

- 4. <u>Title</u>: On the Completion Date, the Vendor shall:
  - a. provide title to the Strata Lot to the Purchaser, subject to the exceptions listed in section 23(2) of the *Land Title Act*, free and clear of all registered liens, mortgages, charges and encumbrances of any nature whatsoever save and except:
    - i. the existing encumbrances and legal notations set out in section 4.3 of the Disclosure Statement;
    - ii. the proposed encumbrances set out in section 4.4 of the Disclosure Statement; and
    - iii. any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them;

(the "Permitted Encumbrances")

and on or before the Completion Date, the Vendor will have taken whatever steps are necessary to obtain or make arrangements for any release or discharge of all liens, mortgages, charges and encumbrances (the "Charges") save and except the Permitted Encumbrances registered against title to the Strata Lot. The Vendor shall bear all costs of providing clear title to the Strata Lot as set out in this paragraph.

b. The Purchaser acknowledges and agrees that the Vendor may be using the purchase monies received from the Purchaser to obtain a partial discharge of the Charges from the Strata Lot. The Purchaser's solicitor or notary public shall pay the balance of the adjusted Purchase Price on the Completion Date to the Vendor's Solicitor in trust on their undertaking to pay sufficient funds to the holders of the Charges to legally oblige such Charge holders to discharge their Charge from title to the Strata Lot.

# 5. Purchaser Financing

- a. If the Purchaser is relying upon a new mortgage to finance the Purchase Price, then the Purchaser, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Strata Lot, the Purchaser has:
  - i. deposited in trust with its solicitor or notary public the cash balance of the Purchase Price not being financed by the mortgage;

- ii. fulfilled all the new mortgagee's conditions for funding except lodging for registration; and
- iii. made available to the Vendor's Solicitor a lawyer's or notary public's undertaking to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the transfer and the new mortgage documents and the advance by the new mortgage of the mortgage proceeds.
- 6. No Set-off: Except as expressly set forth in this Agreement or as otherwise mutually agreed to in writing by the Purchaser and the Vendor, the Purchaser's obligation to make the payments provided for in this Agreement shall not be affected by any circumstances including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Purchaser may have against the Vendor.

# 7. Adjustments, Costs, and GST/PST:

- a. The Purchase Price does not include federal Goods and Services Tax ("GST") and other applicable taxes. The Purchaser shall assume and pay where applicable all real property taxes, GST, and Provincial Sales Tax ("PST"), on the value of the Strata Lot, and Property Transfer Tax, rates, local improvement assessments and other charges levied against the Strata Lot, strata fees, if any, and all adjustments both incoming and outgoing of whatsoever nature made as of the Completion Date.
- b. The Purchaser shall pay to the Vendor on the Completion Date the amount of the GST due on the value of the Strata Lot and the Vendor shall be responsible for remitting the appropriate amount of tax.
- c. The Strata Lot includes the Appliances. The Purchaser agrees that GST and PST is payable on the Appliances by the Purchaser. On the Completion Date, the Purchaser shall pay to the Vendor the amount of the GST and PST due on the value of the Appliances, and the Vendor shall be responsible for remitting the appropriate amount of tax.
- 8. Strata Lot Plans: The Purchaser acknowledges that the Purchaser is purchasing the Strata Lot as shown on the proposed form of strata plan attached as **Exhibit B7** to the Disclosure Statement, and the proposed architectural designs attached as **Exhibit C6** to the Disclosure Statement. The Vendor will construct the Strata Lot substantially in accordance with such plans and architectural designs, however the Vendor may make modifications to the features and design of the Development and to the Strata Lot as are reasonable in the opinion of the Vendor, and may use materials other than as prescribed in the plans, all without compensation to the Purchaser.

- 9. <u>Variation in Square Footage</u>: The square footage area of the Strata Lot may vary from that set out in the proposed strata plan by 5% without compensation to the Purchaser. If the Strata Lot varies by more than 5% to the disadvantage of the Purchaser, then the Vendor agrees to reduce the price of the Strata Lot by a percentage which is equal to the percentage by which the area of the Strata Lot as shown on the registered strata plan exceeds 5% less than as shown in **Exhibit B7** to the Disclosure Statement. For greater clarity, there will be no adjustment made in respect of the first 5% of square footage variance, but only in respect of that portion of the strata lot which varies to the disadvantage of the Purchaser by more than 5%.
- 10. <u>Municipal Services</u>: The Purchaser acknowledges that the Development, including the Strata Lot, may include service facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development, such as transformers, fire hydrants, vents, ducts, fans and other such facilities and equipment. These service facilities will be located within the Development and the Strata Lot as required by municipal authorities and any other government authorities having jurisdiction. The Purchaser acknowledges the current plans for the Development and the Strata Lot may not indicate the location of all such service facilities and the Vendor reserves the right to amend all or a portion of the service facilities as is deemed necessary by the Vendor, without compensation to the Purchaser.

# 11. Inspection:

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

# 12. Transaction Documents:

- a. The Purchaser shall prepare a Form A Transfer, a Statement of Adjustments without any notes to the Statement of Adjustments, and other documents reasonably required by the Vendor's Solicitor (the "Closing Documents") and deliver them to the Vendor at least five days prior to the Completion Date. No other documents will be accepted by the Vendor.
- b. Where property taxes for the Strata Lot are based on an estimated amount, the Vendor and the Purchaser shall make any further adjustments necessary upon receipt of the current tax levy notice.
- c. The Purchaser shall bear all costs of preparation and registration of the Closing Documents and delivery of the purchase monies to the Vendor.
- 13. No Interest in Land: Neither this Agreement nor any interest in the Strata Lot created hereunder shall be registered in the applicable Land Title Office except for the Form A transfer of the Strata Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and not an interest in land.
- 14. <u>Civic Address:</u> The civic address and strata lot numbers relating to the Strata Lot are subject to change at the discretion of the Vendor without compensation to the Purchaser. If the Strata Lot numbering varies from that set out in **Exhibit B7** to the Disclosure Statement, then the Purchaser agrees that the Vendor may amend this Agreement to indicate the correct Strata Lot number.
- 15. <u>Time of the Essence</u>: Time will be of the essence hereof and unless the balance of the Purchase Price and all applicable taxes and adjustments are paid on or before the Completion Date, the Vendor may at the Vendor's option terminate this Agreement, and in such event the Deposit will be absolutely forfeited to the Vendor, without prejudice to any other remedies the Vendor may have against the Purchaser at law or in equity.
- 16. <u>Risk</u>: The Strata Lot will be at the risk of the Vendor until the Completion Date and thereafter at the risk of the Purchaser.

# 17. Assignment:

- a. The Purchaser shall not directly or indirectly assign its rights under this Agreement without the prior consent of the Vendor, which consent may be withheld at the absolute discretion of the Vendor.
- b. Without the Vendor's prior consent, any assignment of this purchase agreement is prohibited.

- c. An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.
- d. Each proposed party to an assignment agreement must provide the developer with the information and records required under the *Real Estate Development Marketing Act*.
- e. Before the developer consents to an assignment of a purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:
  - i. the party's identity;
  - ii. the party's contact and business information;
  - iii. the terms of the assignment agreement.
- f. Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.
- g. The Vendor will not disclose the assignment information to any party without the written consent of the Assignor and the Assignee, except as prescribed by section 20.5 of the Real Estate Development and Marketing Act, namely:
  - i. for the purposes of administering or enforcing the Real Estate Development Marketing Act, a taxation Act, the Home Owner Grant Act, or the Land Deferment Act;
  - ii. in court proceedings related to the Acts referred to in subparagraph (i);
  - iii. under an agreement that: is between the government and another government, relates to the administration or enforcement of tax enactments, and provides for the disclosure of information and records to and the exchange of similar information and records with that other government;
  - iv. for the purpose of the compilation of statistical information by the government or the government of Canada; or

- v. to the British Columbia Assessment Authority.
- h. After the Vendor consents to any assignment of the Purchaser's rights under this Agreement, the Vendor will be required to:
  - i. collect a copy of the written and fully executed assignment agreement and keep that copy for 6 years following the date on which the strata plan is deposited;
  - ii. file with the administrator designated by the *Property Transfer Tax Act* (the "Administrator") all of the assignment information; and
  - iii. file any additional information or records requested by the Administrator in order to verify the assignment information; and

the Assignor and Assignee agree that they will provide and deliver any such materials to the Vendor upon its written request.

- 18. No Resale Prior to Completion: The Purchaser shall not advertise or offer the Strata Lot for sale, nor enter into any agreement for the sale of the Strata Lot prior to the date that is 1 year after the Completion Date without the express written consent of the Vendor, which consent may be arbitrarily withheld by the Vendor.
- 19. <u>Tender:</u> Tender or payment of monies under this Agreement shall be by bank draft or by solicitor's or notary's trust cheque unless otherwise agreed to in writing by the parties.
- 20. Notices: Any notice, document or communication required or permitted to be given under this Agreement shall be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by registered mail to the Vendor or the Vendor's Solicitor or to the Purchaser or the Purchaser's Solicitor as the case may be, at the above address. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail then on the day of transmission, and if mailed, then on the date recorded as the date of delivery by the postal service.
- 21. <u>Voting on Certain Resolutions</u>: The Purchaser agrees with the Vendor to vote in favour of any resolutions requested by the Vendor to be placed on an agenda for a special or annual general meeting including, but not limited to, those that deal with amendments to the Form P Declaration of Phased Strata Plan in respect of the order of the phases, the number of strata lots in each phase, construction schedules, unit entitlement of the strata lots, and the phase boundaries. The Purchaser further agrees, if requested by the Vendor, to deliver to the Vendor in advance of such meeting its written proxy so the Vendor may exercise such votes on the Purchaser's behalf. In the absence of such a proxy, the Vendor may present this Agreement to the meeting as evidence of the Purchaser's proxy in favour of the Vendor and the Vendor's unfettered discretion to exercise the Purchaser's proxy on these matters.

- 22. <u>Number and Gender</u>: All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. Where there is more than one Purchaser, the obligations of the Purchaser will be construed as joint and several obligations.
- 23. <u>Binding Effect</u>: This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. All covenants and agreements herein will survive the Completion Date and not merge.

# 24. Entire Agreement:

- a. This Agreement is the entire agreement between the parties with respect to the purchase and sale of the Strata Lot and there are no other representations, warranties conditions or collateral agreements, express or implied, whether made by the Vendor, any agent, employee or representative of the Vendor or any other person including, without limitation, anything arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations, renderings, revenue projections or pro-forms provided to the Purchaser other than those contained in this Agreement or in the Disclosure Statement and any amendments to the Disclosure Statement.
- b. This Agreement may not be altered or amended except by an amendment in writing signed by both parties. The Purchaser hereby waives the right of the Purchaser to pursue any action in negligent misrepresentation or collateral contract against the Vendor arising from any marketing activity of the Vendor as set out above.

# 25. Privacy Consent:

- a. The Purchaser consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise as collected by or on behalf of the Vendor and its agents, affiliates, and service providers for the following purposes:
  - i. to complete the transaction contemplated by this Agreement;
  - ii. to engage in business transactions included in securing financing for the construction of the development;
  - iii. to provide ongoing products and services to the Purchasers;
  - iv. to market, sell, provide and inform the Purchasers of the Vendor's products and services, including information about future projects;
  - v. as required by law; and

- vi. for additional purposes identified when or before the information is collected.
- b. The Purchaser consents to the collection, use, and disclosure of the information to agents, contractors, and service providers of the Vendor and its affiliates in connection with the above purposes. Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to for the collection, use, and disclosure of for the purposes of subsections 25(a)(iii) and 25(a)(iv) at any time by contacting the Vendor at the address set out above.
- 26. <u>Major Delays</u>: If the Purchaser or Vendor are unable to perform any of their obligations under this Agreement by reason of major events outside the parties' control, including but not limited to, strikes, riots, equipment failure, natural disaster, war, pandemic, government shutdown, civil unrest, et cetera, then the parties shall be relieved from their obligations during the delay and the parties shall complete their obligations within a reasonable period after the delay.
- 27. Governing Law: It is expressly agreed between the Vendor and the Purchaser that this Agreement and each and every part thereof will be governed and construed in accordance with the laws of the Province of British Columbia.
- 28. <u>Waiver</u>: A waiver by either party of the strict performance by the other of any provision of this agreement will not constitute waiver of any subsequent breach of such provision or any other provision of this agreement.
- 29. <u>Rescission Rights if Building Permit not Yet Issued</u>: If the Purchaser has received a Disclosure Statement for a strata lot that states that a building permit for the strata lot has not yet been issued, then the Purchaser and Vendor agree that:
  - a. the purchaser may cancel the purchase agreement for a period of seven days after receipt of an amendment to the disclosure statement that sets out particulars of the issued building permit if the layout or size of the applicable development unit, the construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
  - b. if an amendment to the disclosure statement that sets out particulars of an issued building permit is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12- month period until the required amendment is received by the purchaser, at which time the purchaser may cancel the purchase agreement for a period of seven days after receipt of that amendment only if the layout or size of the applicable development unit, the

- construction of a major common facility, including a recreation centre or clubhouse, or the general layout of the development, is materially changed by the issuance of the building permit;
- c. the amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of an issued building permit is no more than 10% of the purchase price; and
- d. all deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser.
- 30. Ongoing Development: The Purchaser acknowledges and accepts that the Strata Lot is part of an ongoing phased development and that further units will be constructed adjacent to the Strata Lot, with attendant construction noise, dust, dirt tracks on roadways, and coming and going of vehicular traffic association with the construction of the Development. The Purchaser also acknowledges and accepts that construction of the strata common facilities, such as the roadways, will be ongoing throughout the course of the construction of the Development, with attendant construction noise, dust, temporary roadway closures or detours, and the coming and going of vehicular traffic associated with the construction of the strata common facilities. The Purchaser hereby waives all claims it may have now or in the future against the Vendor, and its successors and assigns relating to the ongoing development and the inconveniences attendant to it.
- 31. <u>Legal Advice</u>: The parties acknowledge that Columbia Valley Law Corporation prepared this Agreement and represents the Vendor only. The Purchaser is recommended to obtain independent legal advice on this Agreement.
- 32. <u>Construction of Agreement</u>: This Agreement shall be construed as though the parties participated equally in drafting it. Any rule of construction that a document be construed against the drafting party, including the *contra proferentem* doctrine, shall not apply to the construction of this Agreement.
- 33. Execution: This Agreement may be executed and delivered electronically and in counterpart.

# Schedule B

# Acknowledgment of Disclosure Statement Receipt

- The Purchaser consents to receiving a copy of the disclosure statement for the development, Pinetree Valley Development - Pinetree Meadows, and all amendments to it by electronic means.
- 2. The Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement:
  - a. the Disclosure Statement dated June 30, 2022;
  - b. the First Amendment to Disclosure Statement dated July 09, 2022;
  - c. the Second Amendment to Disclosure Statement dated June 30, 2023;
  - d. the Third Amendment to Disclosure Statement dated October 25, 2023;
  - e. the Fourth Amendment to the Disclosure Statement dated March 15, 2024;
  - f. the Fifth Amendment to the Disclosure Statement dated March 29, 2024;
  - g. the Sixth Amendment to the Disclosure Statement dated June 28, 2024; and
  - h. the Seventh Amendment to the Disclosure Statement dated February 14, 2025,(the "Disclosure Statement");

and/or if the Acceptance Date for the Agreement is after February 14, 2025, then the Purchaser hereby acknowledges receiving and having a reasonable opportunity to read, prior to the execution of this Agreement either the Consolidated Disclosure Statement dated February 14, 2025, or the Disclosure Statement as defined herein.

The execution of this Acknowledgment of Disclosure Statement Receipt shall constitute a
receipt by the Purchaser in respect of the Disclosure Statement and the Consolidated
Disclosure Statement.

(Continued on Next Page)

4.	4. The Disclosure Statement relates to a development property that is not yet completed. Purchase acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the attention of the Purchaser.		
Dated:	l: day of, 20		
Print P	Purchaser's name: P	rint Purchaser's name:	

# Schedule C

# Addendum

This is an addendum to the offer to purchase and agreement of sale dated:
between 1345408 B.C. LTD. (the "Vendor") and
(the "Purchaser") for STRATA LOT DISTRICT LOT 1092 KOOTENAY DISTRICT
STRATA PLAN EPS8541 TOGETHER WITH AN INTEREST IN THE COMMON
PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT A
SHOWN ON FORM V (the "Strata Lot").
SHOWIN OINT ORIN V (the Strata Lot ).
The Purchaser and Vendor hereby further agree as follows:
The Furchaser and Vehiclor hereby further agree as follows.

Purchaser:	Witness:
Purchaser:	Witness:
1345408 B.C. LTD.	
Per:	_
Authorized signatory	Witness:

# Exhibit K3



1. Application Document Fees: \$78.17 F: 13006 Columbia Valley Law Corporation Barristers & Solicitors PO Box 639, 1309 7th Ave. **Invermere BC V0A 1K0** 250-342-6904 2. Description of Land PID/Plan Number Legal Description **LOT B DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443** 032-005-130 3. Nature of Interest Number Additional Information Type **EASEMENT** Dominant Tenement: PID: 032-005-121; LOT A **DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN** EPP120443 4. Terms Part 2 of this instrument consists of: (b) Express Charge Terms Annexed as Part 2 5. Transferor(s) 1345408 B.C. LTD., NO.1345408 6. Transferee(s) 1345408 B.C. LTD. 1345408 PO BOX 639 1309 - 7TH AVE.

7. Additional or Modified Terms

**INVERMERE BC VOA1KO** 



#### 8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

1345408 B.C. LTD.

By their Authorized Signatory

Katelynn O'Neill

Barrister & Solicitor

Columbia Valley Law Corporation

PO Box 639, 1309 -7th Ave.

#### Officer Certification

Invermere BC V0A1K0

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

1345408 B.C. LTD.

By their Authorized Signatory

Katelynn O'Neill

Barrister & Solicitor

Columbia Valley Law Corporation

PO Box 639, 1309 -7th Ave.

#### Officer Certification

Invermere BC V0A1K0

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

#### **Electronic Signature**

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

Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-09-29 16:25:26 -07:00

# TERMS OF INSTRUMENT – PART 2 EXPRESS TERMS ACCESS AGREEMENT

THIS AGREEMENT is made the \_\_\_\_ day for September 2023.

#### BETWEEN:

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

(the "Servient Tenement Owner")

AND:

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

(the "Dominant Tenement Owner")

#### WHEREAS:

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

PID: 032-005-130

Legal: LOT B DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the "Servient Tenement")

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

PID: 032-005-121

Legal: LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the "Dominant Tenement")

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

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

#### **Grant of Easement**

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

#### **Covenants of the Dominant Tenement Owner**

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

# **Maintenance and Repair**

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

# **Dispute Resolution**

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

#### **Miscellaneous**

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

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

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

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

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

#### RCVD: 2023-10-06 RQST: 2023-10-24 12.53.21

# **DECLARATION(S) ATTACHED**



# Strata Property Act Filing

KAMLOOPS LAND TITLE OFFICE

CB936755

1. Contact

Document Fees: \$31.27

OCT 06 2023 15:53:33.003

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

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

Application Type

LTO Document Reference

Form-P Phased Strata Plan Declaration

3. Description of Land

PID/Plan Number

Legal Description

032-005-121

LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

F: 13006

#### **Electronic Signature**

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

Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF

Date: 2023-09-29 17:00:10 -07:00

# Strata Property Act

#### FORM P

# PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

#### 1, 1345408 B.C. LTD., Inc. No. 1345408 declare

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

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

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

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

<sup>\*</sup>the developer may commence any phase of the development earlier than indicated.

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

Phase	Unit Entitlement
I	340
2	480
3	368
4	480
5	480
6	480
7	342
8	480
Total Unit Entitlement:	3450

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

Phase	Number of Strata Lots	Description of Structure
11	4	4 Plex
2	4	4 Plex
3	4	4 Plex
4	4	4 Plex
5	4	4 Plex
6	4	4 Plex
7	4	4 Plex
8	4	4 Plex

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

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

Signed,	1
1345408 B.C	MTD., INC. NO 1345408
( 1	1071
Signature of	Applicant

Print Name: Christine Scott

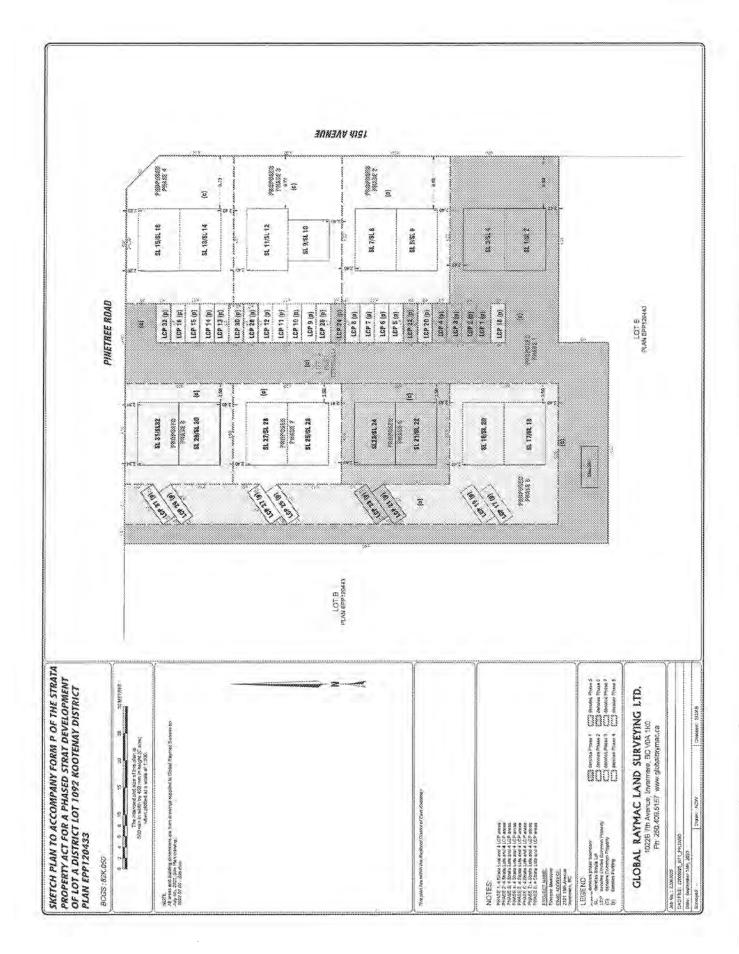
Date of approval: September 38 ,2023

Signature of Approving Officer: DISTRICT OF INVERMERE: RORY RROMADNIK

Name of Municipality: DISTRICT OF INVERMERE

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

Page 3 of 3





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

- I, Katelynn O'Neill, lawyer, declare that:
- 1. A legible copy of the sketch plan to append the Form P CB936755 is attached to this declaration.
- 2. The original Form P has been amended to include a legible copy of the sketch plan, and all parties have consented to this amendment.

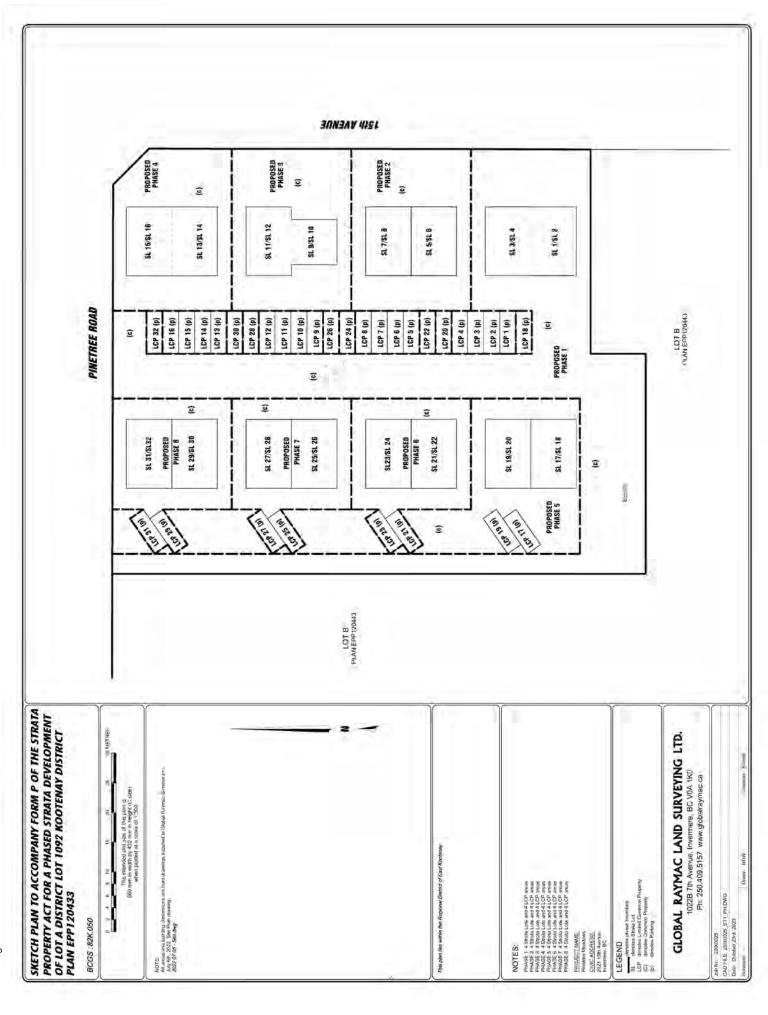
#### **Electronic Signature**

Your electronic signature is a representation that

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

Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-10-23 10:37:21 -07:00

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



Page 7 of 9



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

- I, Katelynn O'Neill, lawyer, declare that:
- 1. A legible copy of the sketch plan to append the Form P CB936755 is attached to this declaration.
- 2. The original Form P has been amended to include a legible copy of the sketch plan, and all parties have consented to this amendment.

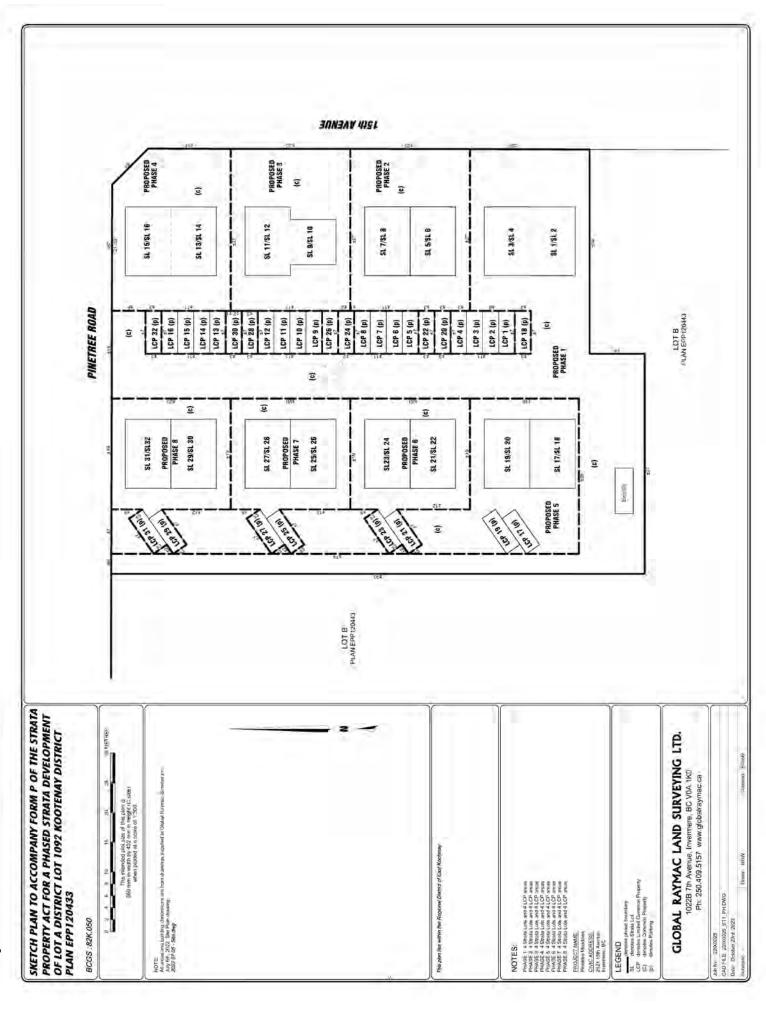
#### **Electronic Signature**

Your electronic signature is a representation that

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

Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-10-24 09:42:11 -07:00

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



Page 9 of 9

1. Application Document Fees: \$78.17

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

F:13006

2. Description of Land

PID/Plan Number

Legal Description

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

3. Nature of Interest

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

4. Terms

Part 2 of this instrument consists of:

- (b) Express Charge Terms Annexed as Part 2
- 5. Transferor(s)

1345408 B.C. LTD, NO.1345408

6. Transferee(s)

1345408 B.C. LTD PO BOX 639 1309 - 7TH AVE. **INVERMERE BC VOA 1KO**  1345408

7. Additional or Modified Terms



#### 8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

1345408 B.C. LTD

By their Authorized Signatory

Execution Date

Transferor / Transferee / Party Signature(s)

1345408 B.C. LTD

By their Authorized Signatory

Christine Scott

1309 – 7th Ave.

#### Officer Certification

Invermere BC V0A 1K0

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

#### **Electronic Signature**

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

Katelynn Marie O'Neill EQ3CQF

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

# TERMS OF INSTRUMENT – PART 2 EXPRESS TERMS ACCESS AGREEMENT

THIS AGREEMENT is made the 23<sup>rd</sup> day for October 2023.

#### BETWEEN:

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

(the "Dominant Tenement Owner")

# AND:

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

(the "Servient Tenement Owner")

#### WHEREAS:

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

PID: 032-005-121

Legal: LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the "Parent Parcel")

- B. 1345408 B.C. Ltd. has applied for the subdivision of the Parent Parcel under EPS8541.
- C. The subdivision of the Parent Parcel under EPS8541 includes the creation of the following proposed lots:

Common Property EPS8541 (the "Common Property" herein called the "Servient Tenement"); and

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

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

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

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

#### **Grant of Easement**

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

#### **Covenants of the Dominant Tenement Owner**

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

# **Maintenance and Repair**

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

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

# **Dispute Resolution**

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

#### **Miscellaneous**

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

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

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

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

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



Status: Registered

**Strata Property Act Filing** 

KAMLOOPS LAND TITLE OFFICE JUN 20 2024 09:54:23.001

CB1389317

1. Contact

Document Fees: \$32.51

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

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

Application Type LTO Document Reference

Form-PA Amended Phased Strata Plan Declaration CB936755

3. Description of Land

PID/Plan Number Legal Description

032-005-121 LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443 EXCEPT PHASE 1-2 STRATA PLAN

F: 13395

EPS8541

EPS8541 STRATA LOTS 1 TO 8 DISTRICT LOT 1092 KOOTENAY DISTRICT STRATA PLAN EPS8541

#### **Electronic Signature**

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

Katelynn Marie O'Neill EQ3CQF

Digitally signed by Katelynn Marie O'Neill EQ3CQF

Date: 2024-06-20 09:47:52 -07:00

#### Strata Property Act

#### AMENDED FORM P

#### PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

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

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

PID: 032-005-121 LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443 EXCEPT PHASE 1-2 STRATA PLAN EPS8541

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

PHASE	COMMENCEMENT*	COMPLETION
1	September 1 <sup>st</sup> 2023	December 31st 2023
2	September 1 <sup>st</sup> 2023	August 31st 2024
3	May 31 <sup>st</sup> 2024	September 30th 2024
4	November 30th 2023	September 30 <sup>th</sup> 2024
5	June 30 <sup>th</sup> 2024	January 31 <sup>st</sup> 2025
6	July 31 <sup>st</sup> 2024	March 31st 2025
7	August 31st 2024	July 31st 2025
8	August 31 <sup>st</sup> 2024	September 30 <sup>th</sup> 2025

<sup>\*</sup>the developer may commence any phase of the development earlier than indicated.

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

Phase	Unit Entitlement
1	340
2	480
3	<i>368</i>
4	480
5	340
6	480
7	480
8	340
Total Unit Entitlement:	3308

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

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

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

Phase Number	Date
Phase 1	Elected to Proceed
Phase 2	Elected to Proceed
Phase 3	Elected to Proceed
Phase 4	Elected to Proceed
Phase 5	Elected to Proceed
Phase 6	Elected to Proceed
Phase 7	Elected to Proceed
Phase 8	Elected to Proceed

Signed,	
Signed, 1345408 B.C. TD., Inc. No. 1345408	
Choto	
Signature of Applicant	
Print Name: Christine Scott	
Date of approval:	,2024.*

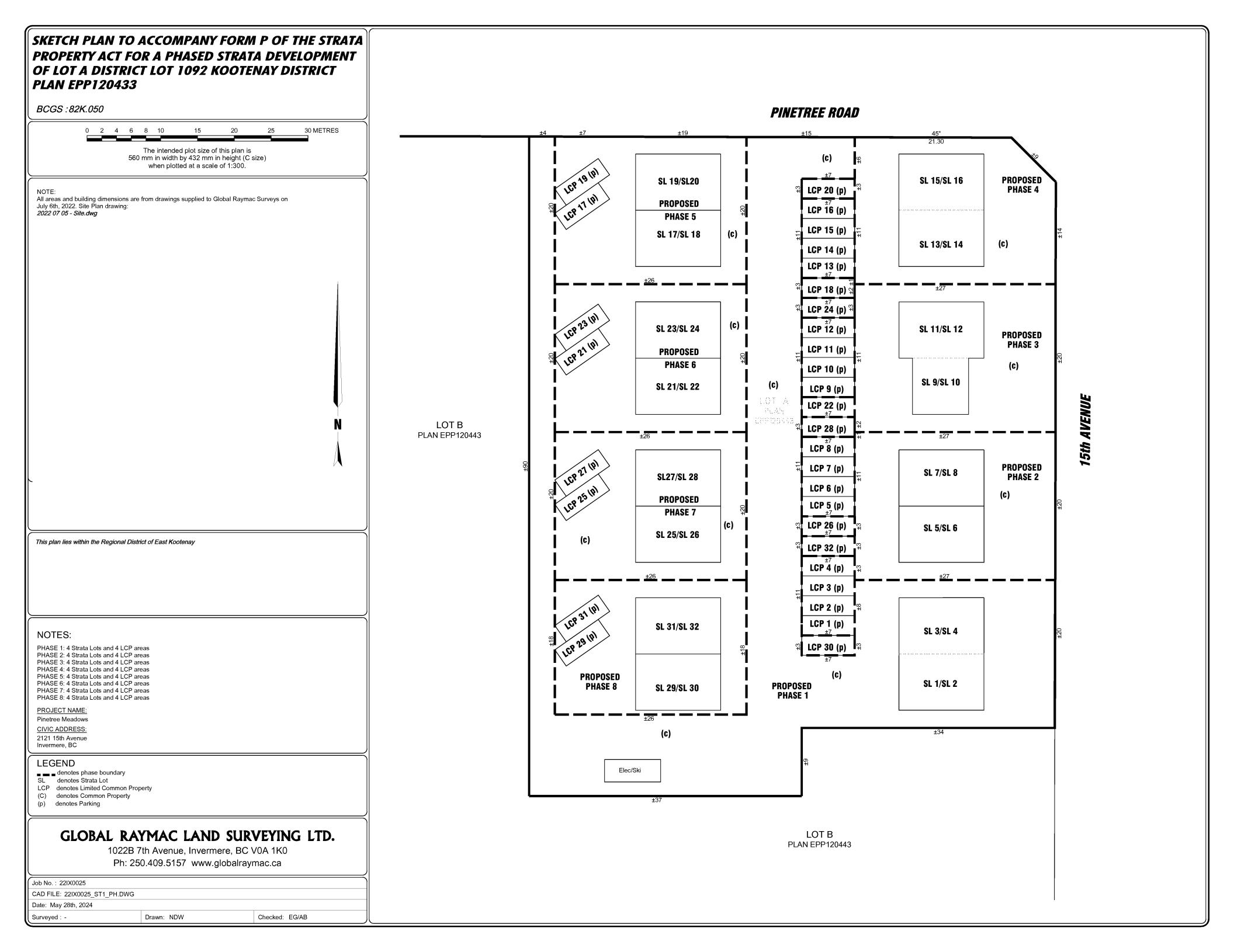
Signature of Approving Officer:

DISTRICT OF INVERMERE: RORY HROMADNIK

Name of Municipality:

**DISTRICT OF INVERMERE** 

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



Status: Registered FORM\_C\_V17 (Charge)

Doc #: CA1641649

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT

Jul-05-2010 09:50:31.001

DECLARATION(S) ATTACHED CA1641649

RCVD: 2010-07-05 RQST: 2023-03-01 14.53.53

FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

Your electronic signature is a representation that you are a subscriber as defined by the

Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature

PAGE 1 OF 3 PAGES Randall Keith

McRoberts

Digitally signed by Randall Keith McRoberts HLGZC3 DN: c=CA, cn=Randall Keith McRoberts HLGZC3, o=Lawyer

	in accordance with Section 168.3, and a true co your possession.	py, or a	copy of the	at true co	py, is in	n
1.	APPLICATION: (Name, address, phone number Randall K. McRoberts Law Corpo		cant, applic	ant's soli	citor or a	agent)
	Randy McRoberts, Barrister and		or		_	Tolonhono: (250) 242 6075
	613-12th Street, P.O. Box 1049					Telephone: (250) 342-6975 TO # 10809
	Invermere	BC	VOA 1	(()		File #11368
	Document Fees: \$71.90	ВО	<b>V</b> O/( 11		•	Deduct LTSA Fees? Yes
2.	PARCEL IDENTIFIER AND LEGAL DESCRIF					Beddet E1311 cost. 165
	040 500 700	LOT	1092 K		NAY I	DISTRICT PLAN 8385, EXCEPT PART
	STC? YES					
	_					
3.	NATURE OF INTEREST		СН	ARGE N	Ю.	ADDITIONAL INFORMATION
	Restrictive Covenant					
	TTPD160 D 2 0.11 I I I I I I I I I I I I I I I I I I		• • •			
4.	TERMS: Part 2 of this instrument consists of (se (a) Filed Standard Charge Terms D.F. No. A selection of (a) includes any additional or mod		•			ess Charge Terms Annexed as Part 2 a schedule annexed to this instrument.
5.	TRANSFEROR(S):					
	LEO PATRICK KIENITZ AND DI	ANNE	YVONI	NE KII	ENITZ	2
6.	TRANSFEREE(S): (including postal address(es	and pos	tal code(s))			
	DISTRICT OF INVERMERE					
	P.O. BOX 339					
	INVERMERE		В	RITIS	H COI	LUMBIA
	VOA	1K0	С	ANAD	Α	
7.	ADDITIONAL OR MODIFIED TERMS: N/A					
8.			und by this		nt, and a	governs the priority of the interest(s) described in Item 3 and acknowledge(s) receipt of a true copy of the filed standard  Transferor(s) Signature(s)
	RANDALL K. MCROBERTS Barrister & Solicitor P.O. Box 1049 613-12th Street Invermere, B.C. VOA 1K0 250-342-6975		10	06	22	LEO PATRICK KIENITZ  DIANNE YVONNE KIENITZ

#### OFFICER CERTIFICATION:

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

Page 2

#### TERMS OF INSTRUMENT—PART 2

#### **SECTION 219 COVENANT**

BETWEEN:

#### LEO PATRICK KIENITZ and DIANNE YVONNE KIENITZ

(the "Grantor")

OF THE FIRST PART

AND:

#### DISTRICT OF INVERMERE

(the"Grantee")

OF THE SECOND PART

#### WHEREAS:

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

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

(hereinafter referred to as the "Lands");

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

Page 3

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

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

END OF DOCUMENT

FORM\_DECGEN\_V17

LAND TITLE ACT FORM DECLARATION

Related Document Number: CA1641649

PAGE 1 OF 1 PAGES

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

Randall Keith Digitally signed by Randall Keith McRoberts HLGZC3

DN: c=CA, cn=Randall Keith McRoberts HLGZC3, o=Lawyer, ou=Verify ID at www.juricert.com/

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

On document CA1641649

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

Please amend the the document by;

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

I make this declaration, based on personal information.	
Randall K. McRoberts	

NOTE:

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



Status: Registered

KAMLOOPS LAND TITLE OFFICE AUG 16 2022 10:55:15.001

CB155429-CB155430

1. Application Document Fees: \$152.64

Stephanie White, agent for British Columbia Hydro and Power Authority 12th Floor, 333 Dunsmuir Street Vancouver BC V6B 5R3 (604) 623-4241 5 July 2022 File: 153-1602.0(X242) WT: 1221023 TRI BUE (3m)

2. Description of Land

PID/Plan Number Legal Description

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

NEP20703

3. Nature of Interest

Type Number Additional Information

STATUTORY RIGHT OF WAY Transferee (BC Hydro)

STATUTORY RIGHT OF WAY Transferee (TELUS)

4. Terms

Part 2 of this instrument consists of:

(a) Filed Standard Charge Terms D F Number: ST210004

Includes any additional or modified terms.

5. Transferor(s)

1345408 B.C. LTD., NO.BC1345408

6. Transferee(s)

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY** 

333 DUNSMUIR STREET VANCOUVER BC V6B 5R3

TELUS COMMUNICATIONS INC.

#1-15079-64TH AVENUE SURREY BC V3S 1X9 BC1101218

7. Additional or Modified Terms

**SEE SCHEDULE** 

Doc #: CB155429 RCVD: 2022-08-16 RQST: 2023-03-01 14.53.53

**PRINT NAME: Christine Scott** 



#### 8. Execution(s)

Status: Registered

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

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

Brittany Morrow

**Lawyer**Columbia Valley Law Corporation

Box 639 - 1309 7th Avenue
Invermere BC VOA 1K0

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

#### Officer Certification

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

#### **Electronic Signature**

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

#### Alan Ives Chim GBW49K

Digitally signed by Alan Ives Chim GBW49K Date: 2022-08-16 10:14:13 -07:00 Status: Registered Doc #: CB155429

**SCHEDULE** PAGE 1 OF 1

#### 7. ADDITIONAL OR MODIFIED TERMS:

- 7.1 The Standard Charge Terms ST210004 are amended by deleting the definition of "Area of the Works" in section 1.1 in its entirety and inserting the following therefor:
  - "Area of the Works" means that portion of the Land located within 3 metres of either side of the centre of the alignment of the Works;"
- 7.2 The Standard Charge Terms ST210004 are amended by deleting the definition of "Works" in section 1.1 in its entirety and inserting the following therefor:

#### "1.1 "Works" means:

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

END OF DOCUMENT





1. Application Document Fees: \$78.17 F: 13006 Columbia Valley Law Corporation Barristers & Solicitors PO Box 639, 1309 7th Ave. **Invermere BC V0A 1K0** 250-342-6904 2. Description of Land PID/Plan Number Legal Description **LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443** 032-005-121 3. Nature of Interest Number Additional Information Type **EASEMENT** Dominant Tenement: PID: 032-005-130; LOT B **DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN** EPP120443 4. Terms Part 2 of this instrument consists of: (b) Express Charge Terms Annexed as Part 2 5. Transferor(s) 1345408 B.C. LTD., NO.1345408 6. Transferee(s) 1345408 B.C. LTD. 1345408 PO BOX 639 1309 - 7TH AVE. **INVERMERE BC VOA1KO** 

7. Additional or Modified Terms



#### 8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

1345408 B.C. LTD.

By their Authorized Signatory

Katelynn O'Neill

Barrister & Solicitor

Columbia Valley Law Corporation
PO Box 639, 1309 -7th Ave.

#### Officer Certification

Invermere BC V0A1K0

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

1345408 B.C. LTD.

By their Authorized Signatory

Execution Date

Transferor / Transferee / Party Signature(s)

1345408 B.C. LTD.

By their Authorized Signatory

Columbia Valley Law Corporation

PO Box 639, 1309 -7th Ave.

#### Officer Certification

Invermere BC V0A1K0

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#### **Electronic Signature**

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Katelynn Marie O'Neill EQ3CQF Digitally signed by Katelynn Marie O'Neill EQ3CQF Date: 2023-09-29 16:27:36 -07:00

# TERMS OF INSTRUMENT – PART 2 EXPRESS TERMS ACCESS AGREEMENT

THIS AGREEMENT is made the \_\_\_\_ day for September 2023.

#### BETWEEN:

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

(the "Servient Tenement Owner")

AND:

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

(the "Dominant Tenement Owner")

#### WHEREAS:

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

PID: 032-005-121

Legal: LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the "Servient Tenement")

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

PID: 032-005-130

Legal: LOT B DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

(the "Dominant Tenement")

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

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

#### **Grant of Easement**

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

#### **Covenants of the Dominant Tenement Owner**

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

#### **Maintenance and Repair**

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

#### **Dispute Resolution**

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

#### **Miscellaneous**

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

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

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

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

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



1. Application				Document Fees: \$78.17
Columbia Val Barristers & S 1309 - 7th Ave Invermere BC 250-342-6904	ley Law Corporation olicitors ., PO Box 639 . VOA1K0	F: 13006		
2. Description of Land				
PID/Plan Number	Legal Description			
032-005-121	LOT A DISTRICT LOT 1092	KOOTENAY DISTRICT P	LAN EPP120443	
3. Nature of Interest				
Туре		Number	Additional Information	
COVENANT				
4. Terms				
Part 2 of this instrum	ent consists of:			
(b) Express Cha	rge Terms Annexed as Part 2			
5. Transferor(s)				

6. Transferee(s)

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

1345408 B.C. LTD., NO.1345408

7. Additional or Modified Terms



#### 8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

1345408 B.C. LTD.

By their Authorized Signatory

Katelynn O'Neill

Barrister & Solicitor

Columbia Valley Law Corporation

PO Box 639, 1309 - 7th Ave.

#### Officer Certification

Invermere BC V0A1K0

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
	YYYY-MM-DD	<b>District of Invermere</b> By their Authorized Signatory
Katelynn O'Neill Barrister & Solicitor	2023-09-28	
Columbia Valley Law Corporation PO Box 639, 1309 - 7th Ave.		Rory Hromadnik

#### Officer Certification

Invermere BC V0A1K0

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

#### **Electronic Signature**

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

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

16:33:32 -07:00

# TERMS OF INSTRUMENT—PART 2 SECTION 219 COVENANT

THIS AGREEMENT dated for reference September \_\_\_\_\_ 2023,

#### BETWEEN:

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

(the "Owner")

#### AND:

DISTRICT OF INVERMERE Municipal Hall Box 339, 914 – 8<sup>th</sup> Avenue Invermere, B.C., VOA 1KO

(the "Municipality")

#### WHEREAS:

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

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

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

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

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

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

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

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

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

# Exhibit L2

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 F010 No. 532 00248.070	Neignormood Code 532111		TOVE TIME	Date: Issue Date:	28-Mar-2023 17-Mar-2023	Page: ( Time: 8:52 am
Permit Type.	A PROPERTY.	Pe	mit #:	Estimated Value of Co		Meters:
MFD - MULTI FAMILY DWELLIN	NG PERMIT		2023010	67	5,000,00	160
Pursuant to the bylaws applicable to of the owner, hereby make applicable Description of Work: CONSTRUCT	on		4	eat		
Address/Location:	Street # 2128	Street Name: 15TH AVE				
	1092	Plan No. NEP8385	Section District	Township. Area:	Land District 26 Zone	PID: 013-506-722 No. of Units
				1	RB	4
OWNER Phone: 250 Fax	Name 1345408 B.C. LTD Add BOX 639 Add Dity INVERMERE		Prov BQ		Postal C	ode: VOA1KQ
CONTRACTOR Phone:	Name GENERATION HOME Add Add	ES				
.=	City:		Prov.		Postal C	ode:
	NOTED ON THE ATTACHED		ARE 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.

continued

Page 3 of 3

1345408 BC Ltd.

Building Permit Multi-Family Dwalling

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: Pirietree 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	Parks DCC	Total DCC/unit	TOTAL DCCs
Multi Family Residential	4	\$185.00	\$5,520.00		\$121.00	\$8,630.00	\$34,520,00
	DCC due	\$740,00	\$22,080.00		\$484.00		\$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 15Th AWE F	alia# 248 070	
Lqt; / Block: DL: /092 K	D Plan: 8385 ( EFF 1204	(42)
Applicants Name: P	hone:	T
Utilities Required:	D/W Culvert	
Ballding permits with a construction value of:    \$50,000 and \$200,000     \$200,001 and \$500,000     \$500,000 and over     Building moving permit / Demolition		surity Deposit: \$ 500.00 \$.1,000.00 \$ 1,500.00 \$ 1,500.00
in the same of the	Cracks in Curb N/A Painted:	Yes ⊠ No
Boulevard Trees: Condition N/A C	aliper Size No	ne: 🗵
Priposed Culvert Crossing: Yes No	Culvert Installed 🗅	Yes U No
Comments: CULVERTS ARE INTO DEVELOPMENT		re Access Rospos
District of Invermere water curb stop any person other than District of Inve \$100.00 for each offence, per day)	, located at property line "will not" be amere Employee. Contact (250) 342-5	e turned On /Off at any time by 9281 (Bylaw 1198 section (34)
Please read box above before	signing.	
At plicant's Signaturer		Date:
Date of Inspection: May 30/23	Inspector:	
	granted untill se	circum a completed
Date of Final Inspection:	Inspector:	
Remarkst	Estimated Cost of Damages Amount Charged Refund	\$ \$ \$
	Amount Due	\$

#### 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 Cor 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 Seturdays, 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 Mineral 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;
- 2) Development Permit 22,01 issued is applicable and to be complied with:
- No unsafe condition shall exist, be created, or permitted;
- 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;
- 10) 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;

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.
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  - 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;
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  - 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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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.

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Page 3 of 3

#### 1345408 BC Ltd.

Building Permit Multi-Family Dwelling

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- 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,
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#### 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.

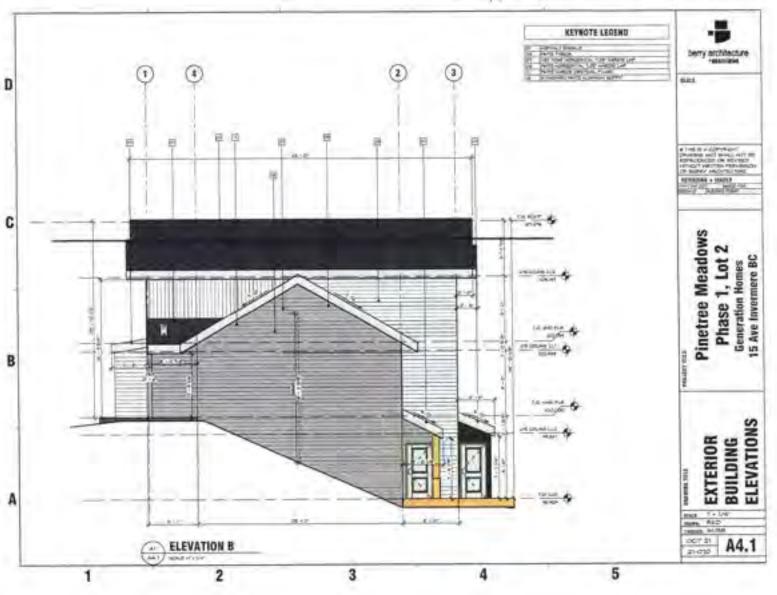
If you have any questions before or during construction, please contact the building department at the District of Invermere office (250) 342 - 9281.

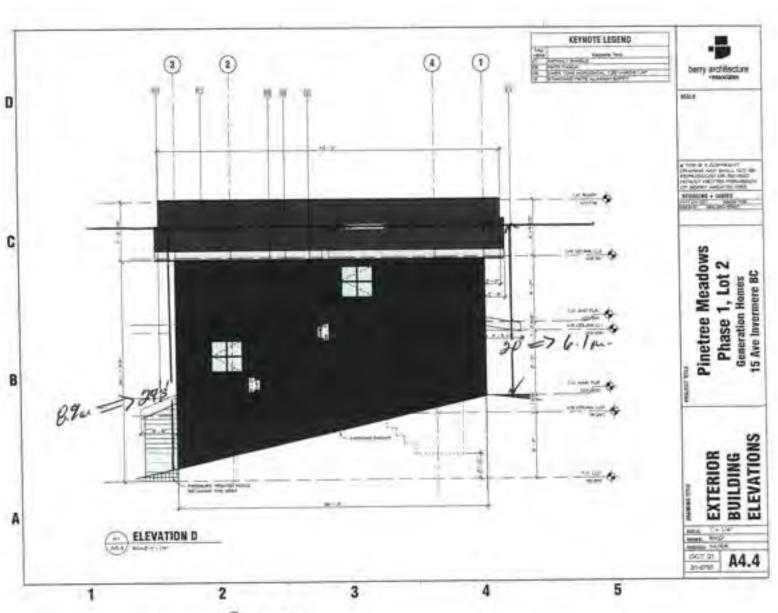
Sincerely

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

20-Jun-23

2128-15th Ave

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

DCC'S PAYABLE					-		
	Unit #	Water DCC	Sewer DCC	Transport DCC	Parks DCC	Total DCC/unit	TOTAL DCCs
Multi Family Residential	4	\$185.00	\$5,520.00	\$2,804.00	\$121,00	\$8,630.00	\$34,520.00
Building Lot 2 Units 29-32	DCC due	\$740.00	\$22,080.00	\$11,216.00	\$484.00		\$34,520.00



#### ENGINEERING SECURITY REPORT



Agdress: 2128 ISTHANE FO	osto# 248 070	(Now Lot 2)	IDT
Lqli   Block: DL: /092 K	D Plan: 8385	.74	JPY
Applicants Name: GENENATION HOMESP	hone:		
Dt Hitles Required:	D/W Culvert		
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:    \$ 500,00   \$ 1,000,00   \$ 1,500,00   \$ 1,500,00	
Total No. S/W Panels Damaged N/A Total No. 0	Cracks in Curb: (/A) Paints	ed: DYes DNo	
Bouleverd Trees: Condition NA C	allper SizerN/A	None: 🖾	
Proposed Culvert Crossing: Yes No Comments: CULVERTS REQUIR	ED ON ALL		
District of Invermere water curb stop any person other than District of Inve \$100.00 for each offence, per day)	, located at property line "will i rimere Employee, Contact (250	not" be turned On /Off at any fin ) 342-9281 (Bylaw 1198 section	(34)
Please read box above before	signing,		
Applicant's Signature:		Datet	
Date of Inspection: JUNE 23/23	Inspector:	5	
Remarks:		70	
Date of Final Inspection:	Inspector:		
Remarks:	Estimated Cost of Da	mages S	
	Amount Charged Refund	\$	
	Amount Due	5	



### 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	BRATTO	V Hon	NES			
ADDRESS							
Install New	□Pre-serviced	□Renew	□Remove	<b>⊿</b> 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.) X 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
JSewer Inspecti	ou rec (around her	inspection				- A 1	
JSewer (Inspect)	on rec (ground pr. 1	пареснопу				Sub Balance O	Total \$ pwing \$ 4596, 16
It is mi	utually agreed that a estaliation will compl mere water curb stop nvermere employee.	ll works will c ly with the By located at p	laws, conditio	ill not" be tur	ntions of the	Balance O ctices and ma District of Inv	Total \$ 4596.16 terial and the ermere.
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#### 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) Und. 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 RECEIPT **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;

#### 1345408 BC Ltri. Building Permit

Multi-Family Dwalling

- Driveways crossing an open dilch 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-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:

- 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.
- 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

	\$484.00	\$11,216.00	\$22,080,00	\$740.00	DCC due	
Total DCC/unit \$8,630.00	Parks DCC \$121,00	S2,804,00	Sewer DCC \$5,520.00	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

APPLICAN	MENERATION	Homes	PHONE_		EMA	dL.	10
CIVIC ADD	DRESS OF PROPERTY_	2128	15TH AVE				
LOT	<b>₽</b> BLOCK		DL 1093	1	K.D PLAN	838	5
REGISTER	ED OWNER						
ADDRESS							
□Install New	□Pre-serviced	DDanau	DP	I offer	-		
and the same	Di le-serviced	□Renew	□Remove	Water	Sewer	Meters	□Waste/Recycle
☐ 5/8" x %" mete	r to be pick up at Dis	trict Office \$7	74.04 R.F. Mete	er (Actual co	st of meter t	winell x4	6 2-01 11
□ % x % meter	to be pick up at Dist	rict Office \$	R.F. Met	er (Actual co	st of meter)		\$ 3096-16
☐1" meter to be	picked up at District	Office \$1,073	.77 R.F. Meter (	Actual cost	of meter)		5
☐1 1/2" meter to	be picked up at Dist	rict Office \$_			ost of meter		5
	/Turn Off \$50.00						5
	Recycle cart \$230.00						5
Security Depos							\$ 1500
	Water/Sewer Service						5
	ttached estimate for						
	on Fee ( <b>\$200.00</b> per i						5
☐Sewer Inspection	on Fee (\$200.00 per i	nspection)					\$
						Sub Sub Salance O	Total \$ wing \$ 45 96 - /4
District of Inverm	tually agreed that al stallation will compl nere water turb stop, wormere employee.	ocated at pro-	aws, condition	s and regula	tions of the	District of Inve	any outson other
Signature o	of Applicant:	Please re	ead box above	e before sig	gning,	te:	
OFFICE USE ONL	Y			CUSTOME	RSIGNATURI		
Date of connection	on/inspection:			Meter date	of pick up:		
Inspected by:				Picked up t			
				Cinica of C	18-		

#### Page: 1 Date: 08-Aug-2024 District of Invermere Fold No. Neighborhood Code 532 00248.220 532111 Estimated Value of Construction: Permit Type: Permit #: 735,000.00 MFD - MULTI FAMILY DWELLING PERMIT 2024033 Pursuant to the bylaws applicable to the District of Invermere I, being the owner or acting with the consent of the owner, hereby make application Description of Work: CONSTRUCTION OF A 4 UNIT (UP/DOWN) MULTI FAMILY DWELLING, LOT 8 (UNITS 37-40) Street #: Street Name: Address/Location: 15TH AVE Land District: Plan No: Section Block Legals: 032-005-121 EPP120443 No. of Units Zone: Proposed Use: MULTI-FAMILY RB **OWNER** Name: 1345408 B.C. LTD Phone: 250 Add: BOX 639 Postal Code: V0A 1K0 City: INVERMERE Prov: BC CONTRACTOR Name: GENERATION HOMES Phone: Add: Fax: Postal Code City: Prov: Signature Of Applicant: Date: ..... Conditions: ALL CONDITIONS OF TED ON THE ATTACHED COVER LETTER ARE APPLICABLE TO THE ISSUED BUILDING PERMI INSPECTIONS ARE REQUIRED AS OUTLINED WITH YOUR PERMIT AND IN THE BUILDING BYLAW PLEASE DIRECT ANY QUESTIONS YOU MAY HAVE TO THE BUILDING DEPARTMENT. Building Inspector: Building Permit Application Fee Water Application No. CASH CHEQUE ☐ CASH ☐ CHEQUE RECEIPT# RECEIPT#

**Building Permit Fee Received** 

RECEIPT#

Description Of Rate:

INSPECTION FEE BUILDING PERMIT FEE

PLAN CHECK DEPOSIT

PLUMBING FIXTURE FEE

CASH CHEQUE

Sewer Application No.

☐ CASH ☐ CHEQUE

Date:

**Total Fees:** 

GST Reg. No.: 10702 1271RT

RECEIPT#

Fees: -400.00

60.00 360.00

6,103.75

6,123.75

### strict of Invermere

#### "ON THE LAKE"

August 12, 2024

1345408 BC Ltd. PO Box 639 Invermere, BC V0A 1K0 Folio: 248.220

Re: Building Permit # 2024033 - "Multi- Family Dwelling, 4 – Plex, (Units 37-40)

Legal: Lot A, District Lot 1092, Plan EPP120443 Civic: 2128 – 15<sup>th</sup> 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:

- 1) **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;
- 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;
- 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;
- 10) 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;

Page 2 of 3

1345408 BC Ltd.
Building Permit
Multi-Family Dwelling (units 37-40)

- 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 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;
- 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 1.5 off-street parking spaces with minimum dimensions of  $2.7~{\rm m}$  x  $6~{\rm m}$ .

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 (units 37-40)

# 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; 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:

- 1) Construction, demolition, maintenance, repair, or excavation activities carried on between 8:00 am 2)
- Construction, demolition, maintenance, repair, or excavation activities carried on between 7:00 am

All electrical/gas work is to be inspected/approved by the Electrical/Gas Inspector. Contact the

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

☐ CASH ☐ CHEQUE RECEIPT#

RECEIPT#

Description Of Rate:

INSPECTION FEE

PLAN CHECK DEPOSIT

**BUILDING PERMIT FEE** 

PLUMBING FIXTURE FEE

**Building Permit Fee Received** 

CASH CHEQUE

District of Invern	nere		11 00	Date: 08-Aug-2	
Folio No.:	Neighborhood Code:		THE STATE OF THE S	Issue Date: 08-Aug-2	024 <b>Time:</b> 11:42 am
532 00248.220	532111		INVERM	ERE	
Permit Type:			Permit #:	Estimated Value of Constructions	2011
MFD - MULTI FAMILY DI	WELLING PERMIT		2024034	Estimated Value of Construction: 932,000.00	
					180
of the owner, hereby make a					
Description of Work: CONS	TRUCTION OF A 4 UNIT (UP/DOW	/N) MULTI FAMI	LY DWELLING, L	OT 7 (UNITS 41-44)	
	Unit Street #:	Street Name:			
Address/Location:		15TH AVE			
Lot:	Dist. Lot: Block:	Plan No:	Section:	Township: Land Distr	rict: PID:
Legals: A	1092	EPP120443	3	26	
D			District:	Area: Zone:	No. of Units:
Proposed Use: MULTI-F	AMILY		1	l RE	3 1
OWNER	Name: 1345408 B.C. LTD				
Phone: 250	Add: BOX 639				
Fax:	Add:				
	City: INVERMERE		Prov: BC	Po	stal Code: V0A 1K0
CONTRACTOR	Name: GENERATION HOME	ES			
Phone:	Add:				
Fax:	Add:		******************		
	City:		Prov:	Po	stal Code:
Date: Au	621,2024	Signature C	Of Applicant	Scott	
onditions: ALL CONDITI	ONS NOTED ON THE ATTACHED	COVER LETTE	R ARE APPLICA	BLE TO THE BUILDING DEDM	IIT
INSPECTION	SARE/REQUIRED AS OUTLINED	WITH YOUR P	ERMIT AND IN TH	HE BUILDING BYLAW.	1111
PLEASE DIR	ECT ANY QUESTIONS TO THE BL	JILDING DEPAF	RTMENT.	······	
uilding Inspector:	~ / /				
Building Permit Ap	oplication Fee		Water Application	on No.	

☐ CASH ☐ CHEQUE

☐ CASH ☐ CHEQUE

\$

Sewer Application No.

Date:

Total Fees:

GST Reg. No.: 10702 1271RT

RECEIPT#

Ву:

RECEIPT#

Fees:

60.00

387.00

7,976.00

-200.00

7,729.00

### District of Invermere

#### "ON THE LAKE"

Folio: 248.220

August 12, 2024

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

Re: Building Permit # 2024034 - "Multi- Family Dwelling, 4 – Plex, (Units 41-44)

Legal: Lot A, District Lot 1092, Plan EPP120443

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.

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- 2) Development Permit 22.01 issued is applicable and to be complied 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;
- 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;
- 9) 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;

#### 1345408 BC Ltd.

Building Permit Multi-Family Dwelling (units 41-44)

- 11) **Driveways** crossing an open ditch are required to have a steel corrugated culvert installed for storm water flows;
- 12) **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;
- 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 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 <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.

#### Page 3 of 3

#### 1345408 BC Ltd.

Building Permit
Multi-Family Dwelling (units 41-44)

#### 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 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 Invermere office (250) 342 – 9281.

Sincerely

Kim A. Leibel

Manager of Building and Protective Services

KAL/kI

#### D

☐ CASH ☐ CHEQUE RECEIPT#

Description Of Rate: PLAN CHECK DEPOSIT INSPECTION FEE

BUILDING PERMIT FEE PLUMBING FIXTURE FEE

istrict of Invermere		A long	Date: 08-Aug-2024 sue Date: 08-Aug-2024	Page: 1
	Neighborhood Code:	INVERMERE	sue Date. 00-Aug-202-	Time. Triod and
folio No.: 532 00248,220	532111	(0,000000000000000000000000000000000000		
		Permit #: Estimated	Value of Construction: S	Q Meters:
Permit Type:  MFD - MULTI FAMILY DWELLING PE	RMIT	2024035	924,000.00	180
Pursuant to the bylaws applicable to the Dis of the owner, hereby make application				
Description of Work: CONSTRUCTION O	F A 4 UNIT (UP/DOWN) MULTI FAM	MILY DWELLING, IOT 6 (UNIT	'S 45-48)	
Unit	Street #: Street Name:			7
Address/Location:	15TH AVE			
Lot: Dist. Lot:	Block: Plan No:	Section: Townsl		
_egals: A 1092	EPP1204	43	26	032-005-121
		District: Area:	Zone:	No. of Units:
Proposed Use: MULTI-FAMILY			I RB	1
OWNER Name:	: 1345408 B.C. LTD			~1222222222222222222222222222222222222
Phone: 250 Add	BOX 639		*************	
Fax: Add				
City	INVERMERE	Prov: BC	Post	al Code: V0A 1K0
CONTRACTOR Name	GENERATION HOMES		****	
Phone: Add				
Fax: Add				
City		Prov:	Post	al Code:
INSPECTIONS ARE REC	Signatur HE ATTACHED COVER LETTER AF BUIRED AS OUTLINED WITH YOUR UESTIONS TO THE BUILDING DEI	R BUILDING PERMIT AND IN	THE BUILDING BYLAV	V.
Building Permit Application F		Water Application No. Date:	Ву:	
CASH CHEQUE F	RECEIPT#	CASH CHEQUE	E RECEIPT#	× = x = x = x = x = x = x = x = x = x =
Building Permit Fee Received	i v:	Sewer Application No.	By:	

Total Fees:

☐ CASH ☐ CHEQUE

\$

GST Reg. No.: 10702 1271RT

RECEIPT#

Fees:

-200.00 7,663.00 60.00

405.00

7,928.00

### District of Invermere

#### "ON THE LAKE"

Folio: 248.220

August 12, 2024

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

Re: Building Permit # 2024035 - "Multi- Family Dwelling, 4 – Plex, (Units 45-48)

Legal: Lot A, District Lot 1092, Plan EPP120443

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:

- 1) **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;
- 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;
- 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;
- 10) 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;

#### 1345408 BC Ltd.

Building Permit Multi-Family Dwelling (units 45-48)

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

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

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

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;

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";

15) 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 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 <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.

#### Page 3 of 3

#### 1345408 BC Ltd.

Building Permit Multi-Family Dwelling (units 45-48)

### 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 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 Invermere office (250) 342 – 9281.

Sincerely/

Kim A. Leibel

Manager of Building and Protective Services

KAL/kl

FOLIO #: 248,070

INVERMER	DISTRICT OI	F INVERIV	IERE UTILIT	Y SERVIC	PHASE	ECTION AI	PPLICATION
APPLICAN'	GENERATION						
	RESS OF PROPERTY_				LIVIA	-	-
LOT	BLOCK				K D DEAN	9200	
	DOWNER GENER				K.D PLAN_	0303	
ADDRESS_	ED OWNER CANAL	CAN TON	HOMES				
□Install New	□Pre-serviced	□Renew	□Remove	□Water	ПСанкан	DMataur	
					□Sewer	□Meters	□Waste/Recycle
☑ 5/8" x ¾" meter	to be pick up at Dist	rict Office \$8	<b>63.36</b> R.F. Mete	r (Actual cos	t of meter ta	ex incl.) x 4	\$ 3453.44
☐ ¾"x¾" meter to be pick up at District Office \$ R.F. Meter (Actual cost of meter)							
□1" meter to be picked up at District Office \$1,109.77_R.F. Meter (Actual cost of meter)							
□1 1/2" meter to	be picked up at Distr	rict Office \$_	R.F. Met	er (Actual co	st of meter)	,	\$
□Water Turn On							\$
☐ 1 Waste and 1 Recycle cart \$230.00							
Security Depos							\$ 150000
	Water/Sewer Service:						\$
Pursuant to the attached estimate form							
	on Fee ( <b>\$200.00</b> per in						\$
■Sewer Inspection	on Fee <b>(\$200.00</b> per ir	spection)					\$
Sub Total \$ Balance Owing \$4953.44							
It is mu in:	tually agreed that all	works will co	onform with ap	proved engi s and regulat	neering prac	tices and mat District of Inv	erial and the ermere.
District of Invermere water curb stop, located at property line "will not" be turned On/Off at any time by any person other than District of Invermere employee. Contact 250-342-9281 (Bylaw 1198 (34) \$100.00 for each offence per, day)							
Signature of Applicant:  Signature of Applicant:  Date:  Date:							
OFFICE USE ONL  Date of connecti	Y on/inspection:				of pick up:	^	21,2024
Inspected by:				Picked up b	y: C	Sco.	TT



#### ENGINEERING SECURITY REPORT



Date of Final Inspection:

Remarks:\_\_\_

UNITS 45-48 BUILDING 6 PHASE 1

1
Agaress: 2128 ISTHANE Folio# 248.070
Let:   Block: DL: 1092 KD Plan: 8385
Applicants Name: GENERATION Homes Phone: 250-341-5591
Utilities Required:
Building permits with a construction value of:       Security Deposit:         □ \$50,000 and \$200,000       □ \$ 500,00         □ \$200,001 and \$500,000       □ \$1,000.00         □ \$500,000 and over       □ \$1,500.00         □ Building moving permit / Demolition       □ \$ 1,500.00
Total No. S/W Panels Damaged N/A Total No. Cracks in Curb N/A Painted: Tyes I No Comments:
CONSTRUCTION OF DEVELOPMENT IN PROBILESS ROADS HAVE BEEN DUB UP FOR UTILITIES.
Boulevard Trees; Condition: VA Caliper Size: None;   Comments:  Comments:
Proposed Culvert Crossing: Tyes INO Culvert Installed I Yes INO  Comments: CULVENTS REQUIRED ON ALL ACCESS ROAD.
Comments: COLVENCIS REQUIRED ON MILL MICESS KOAP.
District of Invermere water curb stop, located at property line "will not" be turned On /Off at any time by any person other than District of Invermere Employee. Contact (250) 342-9281 (Bylaw 1198 section (34) \$100.00 for each offence, per day)  Please read box above before signing.
Ar plicant's Signature Date: MUG 21, 202
Date of Inspection: MARCH 19/24 Inspector: Dest
Remarks:

Inspector:\_\_\_

Refund Amount Due

Estimated Cost of Damages
Amount Charged

Folio N Neighborhood Code:  532 00248.220 S32111  Permit Type:  MFD - MULTI FAMILY DWELLING PERMIT	Date: 08-Aug-2024 Page: 1 Issue Date: 08-Aug-2024 Time: 12:43 pm  Permit #: Estimated Value of Construction: SQ Meters:
IN DE MOETI PARLET DA LEGINO I ENMIT	<b>2024036</b> 735,000.00 180
Pursuant to the bylaws applicable to the District of Invermere I, being the own of the owner, hereby make application  Description of Work: CONSTRUCTION OF A 4 UNIT (UP/DOWN) MULTI	
Unit   Street #: Street Na	AVE
OWNER         Name: 1345408 B.C. LTD           Phone: 250         Add: BOX 639           Fax:         Add: City: INVERMERE	Prov: BC Postal Code: V0A 1K0
CONTRACTOR Phone:  Fax:  City:	Prov: Postal Code:
onditions: ALL CONDITIONS NOTED ON THE ATTACHED COVER L INSPECTIONS ARE REQUIRED AS OUTLINED WITH YO PLEASE DIRECT ANY QUESTIONS YOU MAY HAVE TO uilding Inspector:	LETTER ARE APPLICABLE TO THE ISSUED BUILDING PERMIT. DUR PERMIT AND IN THE BUILDING BYLAW. THE BUILDING DEPARTMENT.
Building Permit Application Fee  Date: By:  CASH CHEQUE RECEIPT#  Building Permit Fee Received  Date: By:  CASH CHEQUE RECEIPT#	Water Application No.  Date: By:  CASH CHEQUE RECEIPT#  Sewer Application No.  Date: By:  CASH CHEQUE RECEIPT#
Description Of Rate:	Fees:

Total Fees:

PLAN CHECK DEPOSIT INSPECTION FEE

BUILDING PERMIT FEE PLUMBING FIXTURE FEE

6,323.75 GST Reg. No.: 10702 1271RT

-200.00 6,103.75 60.00 360.00

\$

### District of Invermere

#### "ON THE LAKE"

August 12, 2024

1345408 BC Ltd. PO Box 639 Invermere, BC V0A 1K0 Folio: 248.220

Re: Building Permit # 2024036 - "Multi- Family Dwelling, 4 – Plex, (Units 49-52)

Legal: Lot A, District Lot 1092, Plan EPP120443

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.

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#### 1345408 BC Ltd.

Building Permit Multi-Family Dwelling (units 49-52)

- 11) **Driveways** crossing an open ditch are required to have a steel corrugated culvert installed for storm water flows;
- 12) **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;
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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.

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#### Page 3 of 3

#### 1345408 BC Ltd.

Building Permit Multi-Family Dwelling (units 49-52)

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- 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 Invermere office (250) 342 – 9281.

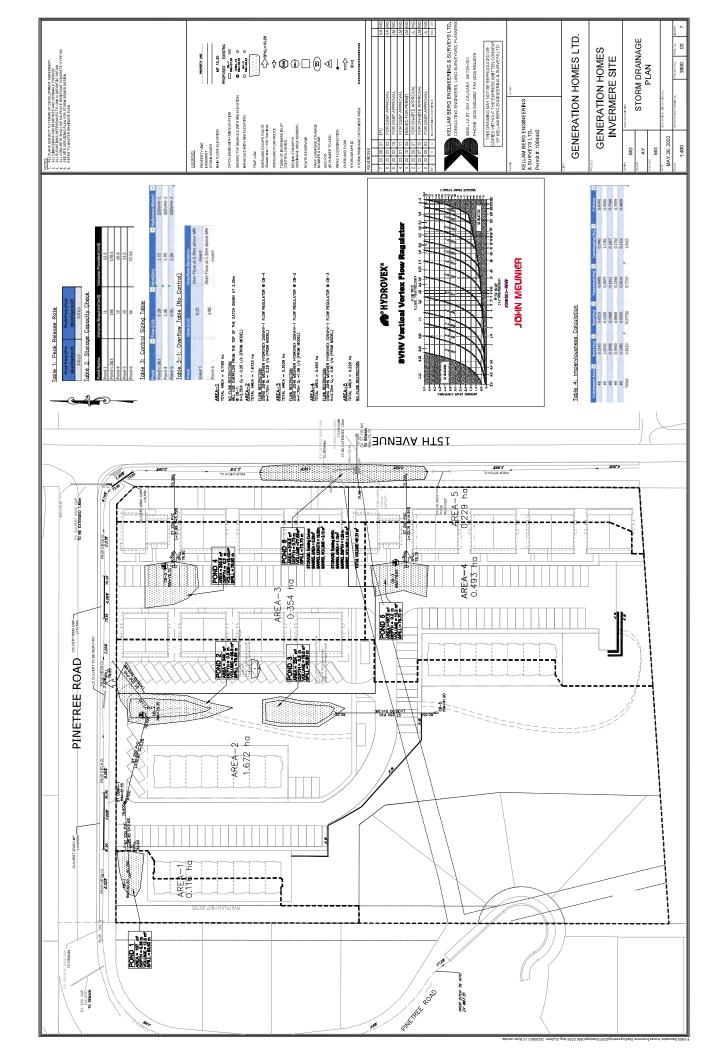
Sincerely

Kim A. Leibel

Manager of Building and Protective Services

KAL/kl

## Exhibit M



## Exhibit N

# East Kootenay Realty STRATA & PROPERTY MANAGEMENT DIVISION

# 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. August 2014

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

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

### Definitions

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

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

# **Exclusive Appointment**

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

# Agent's Agreement

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

#### General

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

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

# Financial

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

SHIALS n ...

- 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;

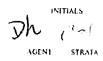
# Records

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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# **SCHEDULE A**

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

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# SCHEDULE B

# **Special Terms and Amendments**

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

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

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

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# ASSIGNMENT OF MANAGEMENT CONTRACT

Further to the Agency Agreement 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