1345408 B.C. LTD.

SEVENTH AMENDMENT TO DISCLOSURE STATEMENT

Pinetree Valley Development - Pinetree Meadows

DATE OF DISCLOSURE STATEMENT: June 30, 2022

DATE OF ANY PRIOR AMENDMENTS: July 09, 2022, June 30, 2023, October 25, 2023, March 15, 2024,

March 29, 2024, and June 28, 2024

DATE OF THIS AMENDMENT: February 14, 2025

DEVELOPER: 1345408 B.C. Ltd. (the "Developer")

ADDRESS FOR SERVICE: Box 639, 1309 – 7th Ave, Invermere, BC VOA 1KO

BUSINESS ADDRESS: 4091 Johnston Road, Invermere, BC V0A 1K4

REAL ESTATE BROKER: The Developer intends to use its own employees to market the

strata lots. The employees are not licensed under the *Real Estate Services Act* and are not acting on behalf of the

purchaser.

"This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the Real Estate Development Marketing Act. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation."

"This Disclosure Statement relates to a development prop	erty that is not yet completed. Please
refer to section 7.2 for information on the purchase agree	ment. That information has been drawn
to the attention of	[insert purchaser's name], who has
confirmed that fact by initialing in the space provided her	e:[space for purchaser's
initials]."	

RIGHT OF RESCISSION

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

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

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

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

OVERVIEW OF THIS AMENDMENT

The following disclosure statements have been filed by the Developer in respect of the project known as "Pinetree Valley Development – Pinetree Meadows" (the "Development"):

- Disclosure Statement dated June 30, 2022 (the "Original Disclosure Statement");
- First Amendment to Disclosure Statement dated July 09, 2022 (the "First Amendment");
- Second Amendment to Disclosure Statement dated June 30, 2023 (the "Second Amendment");
- Third Amendment to Disclosure Statement dated October 25, 2023 (the "Third Amendment");
- Fourth Amendment to Disclosure Statement, dated March 15, 2024 (the "Fourth Amendment");
- Fifth Amendment to Disclosure Statement, dated March 29, 2024 (the "Fifth Amendment"); and
- Sixth Amendment to Disclosure Statement, dated June 28, 2024 (the "Sixth Amendment").

This Seventh Amendment to Disclosure Statement, dated February 14, 2025 (the "Seventh Amendment") amends the Original Disclosure Statement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment (collectively, the "Disclosure Statement"), as follows:

Overview of Exhibits: All references to Exhibits attached to the Disclosure Statement are amended as set out in this Seventh Amendment, such that, wherever an amended Exhibit is shown to be attached to a more recent amendment to disclosure statement, the previous version of the same Exhibit is deleted from the Disclosure Statement in its entirety and replaced with the most recent amended version of the Exhibit.

A summary of the amendments to the Exhibits is set out in the below schedule.

LISTS OF AMENDED EXHIBITS ATTACHED TO THIS SEVENTH AMENDMENT

Original Disclosure Statement Exhibits	First Amend- ment Exhibits	Second Amend- ment Exhibits	Third Amend- ment Exhibits	Fourth Amend- ment Exhibits	Fifth Amend- ment Exhibits	Sixth Amend- ment Exhibits	Seventh Amendment Exhibits
A – Proposed Strata Phasing Plan	A1 – Proposed Strata Phasing Plan	A2 – Proposed Strata Phasing Plan					
B – Proposed Phase 1 Strata Plan	B1 — Proposed Phase 1 — 4 Strata Plans	B2 — Proposed Phase 1 – 4 Strata Plans	B3 – Strata Plan EPS8541 Phase 1 and Proposed Phases 1-8 Strata Plans	B4 – Strata Plan EPS8541 Phase 1 and Phase 2; and Proposed Phases 1-8 Strata Plans	B5 – Strata Plan EPS8541 Phase 1 and Phase 2; Alteration to Phase 2 Strata Plan EPS8541; and Proposed Phases 1-8 Strata Plans	B6 – Strata Plan EPS8541 Phase 1, Phase 2, Phase 3, and Phase 4; and Proposed Phases 5-8 Strata Plans	B7 - Strata Plan EPS8541 Phase 1 to Phase 6; and Proposed Phases 7 and 8 Strata Plans

C – Architectur al Designs for the Proposed Phase 1 Strata Lots	C1 – Architectura I Designs for the Proposed Phase 1 – 4 Strata Lots	C2 – Architectur al Designs for the Proposed Phase 1 – 4 Strata Lots	C3 – Architectur al Designs for the Proposed Phase 1 – 4 Strata Lots	C4 – Architectur al Designs for Phases 1 – 2; and Architectur al Designs for Proposed Phases 3-6		C5 – Architectur al Designs for Phases 1 – 4; and Architectur al Designs for Proposed Phases 5-8	C6 – Architectural Designs for Phases 1 – 6; and Architectural Designs for Proposed Phases 7-8
D – Form P – Draft Phased Strata Plan Declaration	D1 – Form P – Draft Phased Strata Plan Declaration	D2 – Form P – Draft Phased Strata Plan Declaration	D3 – Filed Form P – Phased Strata Plan Declaration			D4 – Amended Form P – Phased Strata Plan Declaration	
E – Form V – Schedule of Unit Entitlement	E1 – Form V – Schedule of Unit Entitlement	E2 – Form V – Schedule of Unit Entitlemen t	E3 – Filed Form V – Schedule of Unit Entitlement Phase 1 and draft Form V – Schedule of Unit Entitlement Phases 1-8	E4 – Filed Form V – Schedule of Unit Entitlemen t Phase 1 and 2; and draft Form V – Schedule of Unit Entitlemen t Phases 1- 8	E5 – Filed Form V – Schedule of Unit Entitlemen t Phase 1 and 2; Amended Form V – Schedule of Unit Entitlemen t Phase 2; and draft Form V – Schedule of Unit Entitlemen t Phase 1 Schedule of Unit Entitlemen t Phase 1- 8	E6 – Filed Form V – Schedule of Unit Entitlemen t Phase 1 - 4; and draft Form V – Schedule of Unit Entitlemen t Phases 1- 8	E7 – Filed Form V – Schedule of Unit Entitlement Phase 1-6; and draft Form V – Schedule of Unit Entitlement Phases 1-8
F – Strata Corporation Proposed Bylaws			F1 – Filed Strata Corporation Bylaws				

G – Estimated Operating Budget	G1 – Estimated Operating Budget	G2 – Estimated Operating Budget	G3 – Estimated Operating Budget	G4 – Estimated Operating Budget and estimated Monthly Strata Fee Assessmen t	G5 – Strata Corporatio n Budget and Monthly Fees Phase 1 and 2; and Interim Strata Corporatio n Budget and Monthly Fees Phases 1-8	G6 – Strata Corporatio n Budget and Monthly Fees Phase 1 and 2; and Interim Strata Corporatio n Budget and Monthly Fees Phases 1-8	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
H – Covenant in Favour of the District of Invermere							
I - Developme nt Permit No.22.01							
J – Purchase Agreement	J1 – Purchase Agreement	J2 – Purchase Agreement	J3 – Purchase Agreement for Pre-Title and Post- Title strata lots	J4 – Purchase Agreement for Pre- Title and Post-Title strata lots	J5 – Purchase Agreement for Pre- Title and Post-Title strata lots	J6 – Purchase Agreement for Pre- Title and Post-Title strata lots	J7 – Purchase Agreement for Pre-Title and Post-Title strata lots
		K – Encumbran ces	K1 – Encumbran ces			K2 - Encumbran ces	K3 - Encumbrances
		L – Phases 1-4 Building Permits					L1 – Phases 1- 8 Building Permits
			M - Storm Drainage Plan				

	N - Strata Managem ent Contract and the Assignmen t of the Strata Managem ent Contract
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- 1. **Right of Rescission Early Marketing Development Approval Policy Statement 5**: The Right of Rescission Early Marketing Development Approval Policy Statement 5 statement found on pages 2, 3, and 4, of the Disclosure Statement is deleted in its entirety.
- 2. **Section 2.1 General Description of the Development:** Paragraphs 2, 3, 4, and 5 of section 2.1 are deleted in their entirety and replaced with the following:

The Developer registered Phase 1 of the strata plan on October 06, 2023, creating Strata Lots 1 to 4 and Strata Corporation EPS8541. The Developer registered Phase 2 of the strata plan on February 12, 2024, creating Strata Lots 5 to 8. 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.

3. **Section 2.3 Phasing**: Paragraphs 3 and 4 of section 2.3 are deleted in their entirety and replaced with the following:

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.

4. **Section 3.1 – Unit Entitlement:** Paragraph 2 of section 3.1 is deleted in its entirety and replaced with the following:

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.

5. **Section 3.3 – Common Property and Facilities:** Paragraph 1 of section 3.3 is deleted in its entirety and replaced with the following:

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

6. **Section 3.4 – Limited Common Property:** Paragraphs 3, 4, 5, and 6 of section 3.4 are deleted in their entirety and replaced with the following:

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.

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

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**.

8. **Section 3.8 – Budget:** Paragraphs 3 and 4 of section 3.8 are deleted in their entirety and replaced with the following:

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**.

9. **Section 3.8 – Budget:** Paragraph 5 is added to section 3.8:

Upcoming AGM Strata Corporation Budget and Interim Budget

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.

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

The Developer registered Phase 1 of the strata plan, and created 4 new strata lots from 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")

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

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

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

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

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

13. **Section 5.1 – Construction Dates:** Paragraph 3 of section 5.1 is deleted in its entirety and replaced with the following:

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.
- 14. **Section 6.1 Development Approval**: Paragraphs 2 and 3 of section 6.1 are deleted in their entirety and is replaced with the following:

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**.

15. **Section 6.1 - Development Approval**: Paragraphs 4 and 5 of section 6.1 are deleted in its entirety.

- Section 6.2 Construction Financing: Paragraph 2 of section 6.2 is deleted in its entirety.
- 17. **Section 7.2 Purchase Agreement:** Paragraph 1 and 2 of section 7.2 are deleted in their entirety are replaced with the following:

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.

- 18. **Section 7.2 Purchase Agreement:** Pre-Title Purchase Agreement subsections: 7.2.5 8. Strata Lot Plans, 7.2.5 9. Variations in Square Footage, and 7.2.5 14. Civic Address of section 7.2 are deleted in their entirety and replaced with the following:
 - 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.
- 19. **Section 7.2 Purchase Agreement:** Post-Title Purchase Agreement subsections: 7.2.5 8. Strata Lot Plans, 7.2.5 9. Variations in Square Footage, and 7.2.5 14. Civic Address of section 7.2 are deleted in their entirety and replaced with the following:
 - 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
- 20. **Section 7.2 Purchase Agreement:** the last paragraph of section 7.2 is deleted in its entirety and replaced with the following:

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

DEEMED RELIANCE:

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

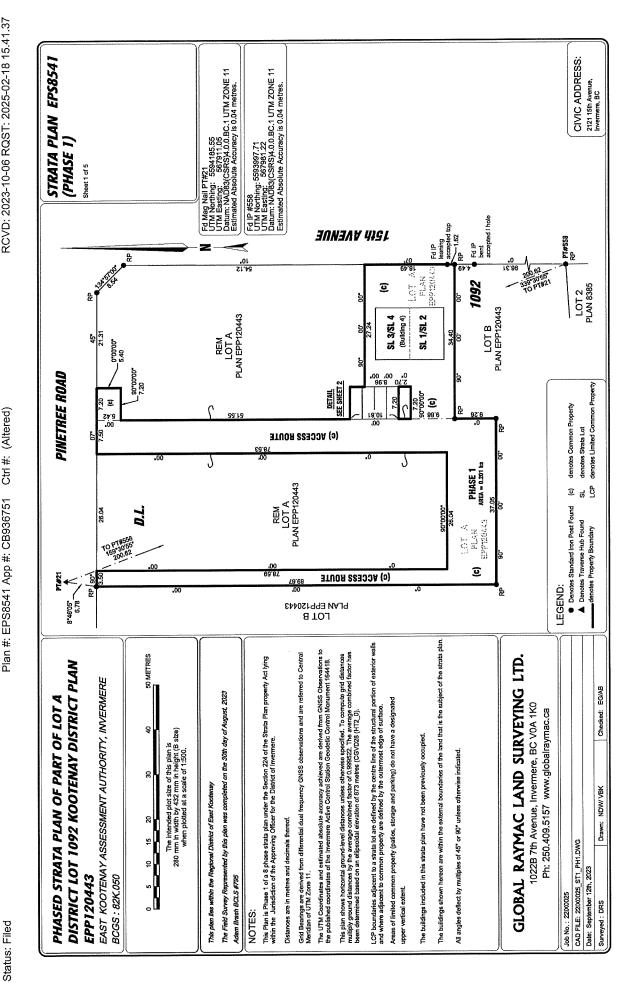
DECLARATION:

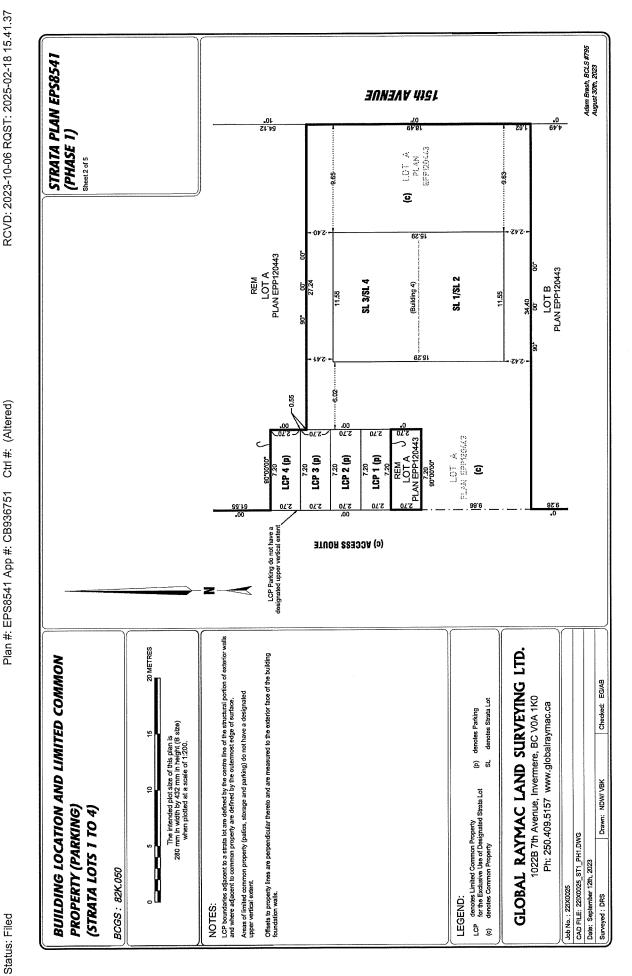
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the Real Estate Development Marketing Act of British Columbia, as of February 14, 2025.

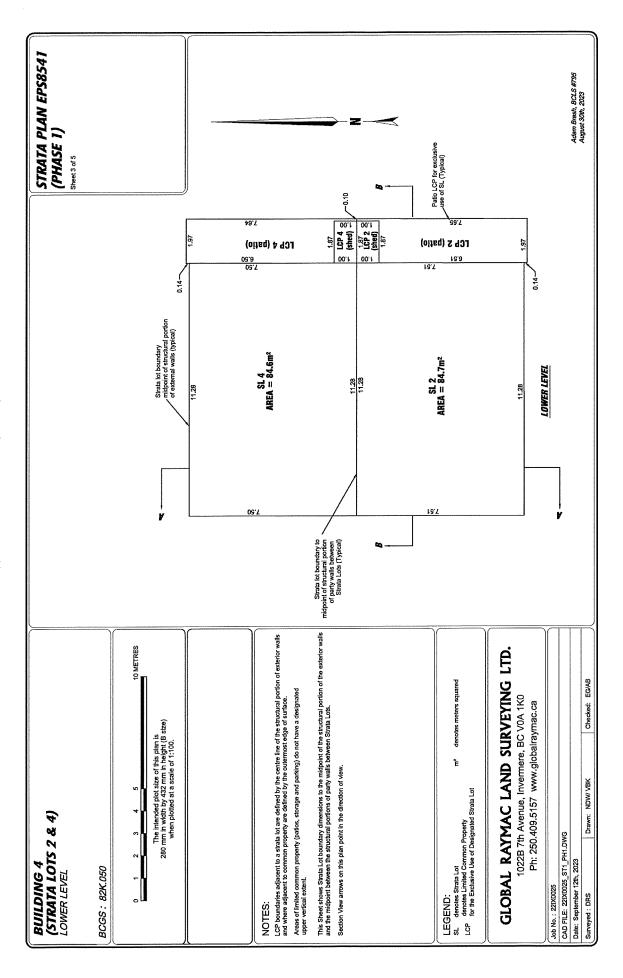
1345408 B.C. Ltd. by its authorized signatory:
Christine Scott
Director: Christine Scott
Director: Max Graham

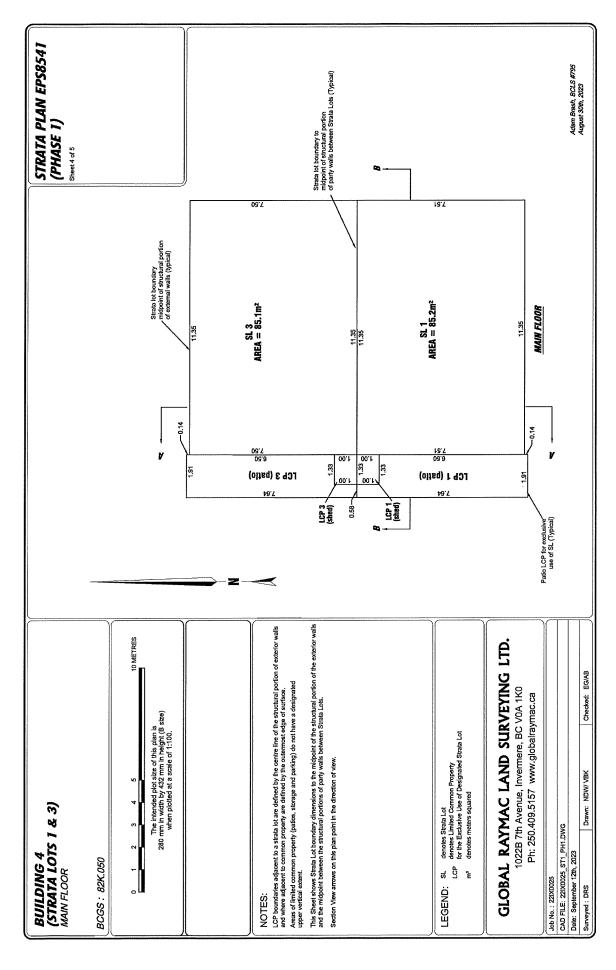
Exhibit B7

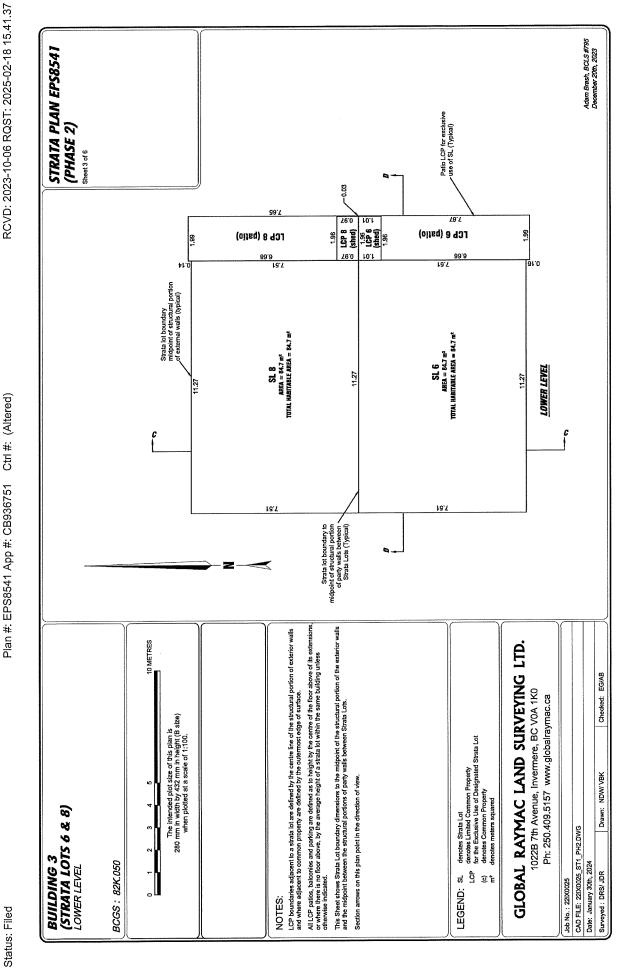
Strata Plan EPS8541 Phase 1 to Phase 6

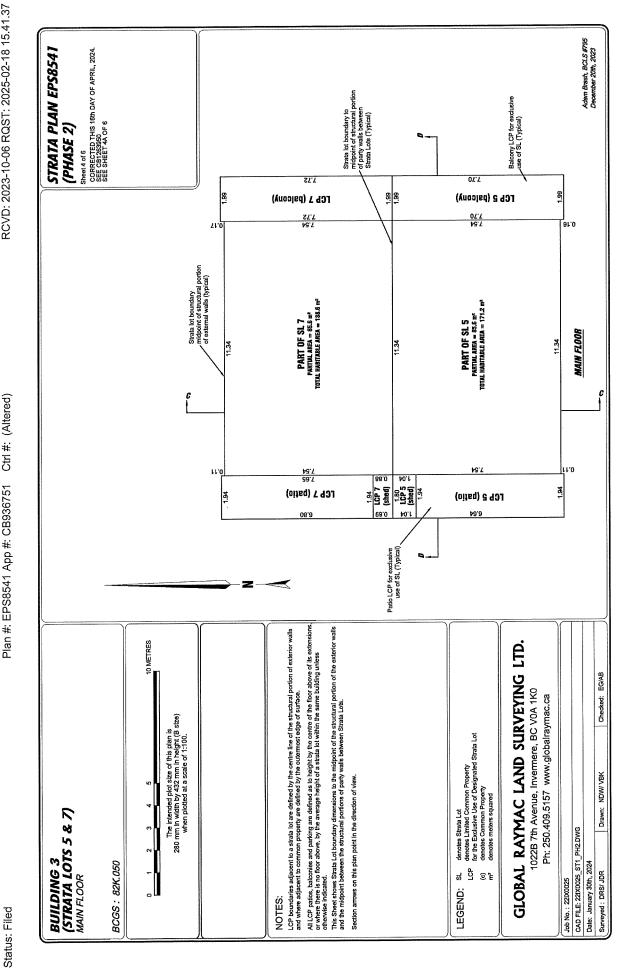


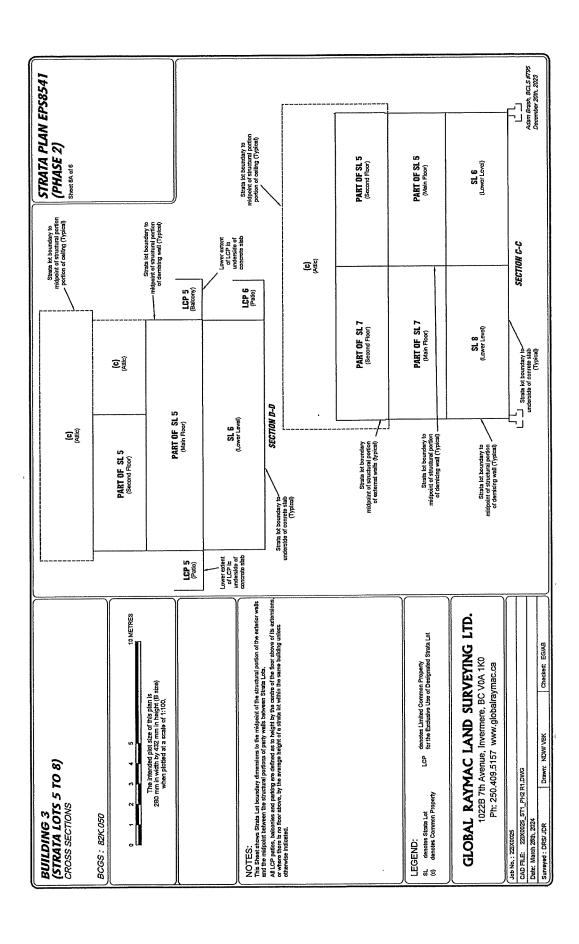


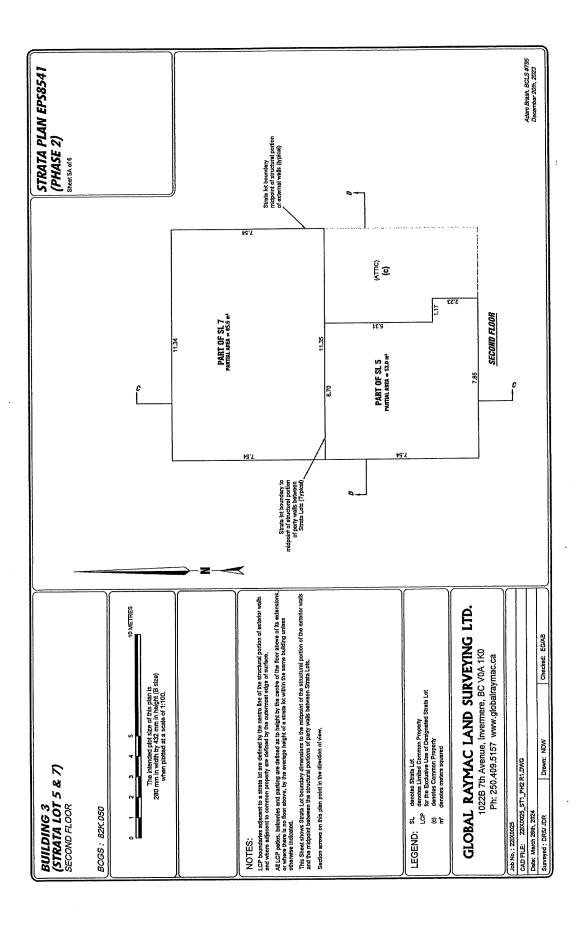


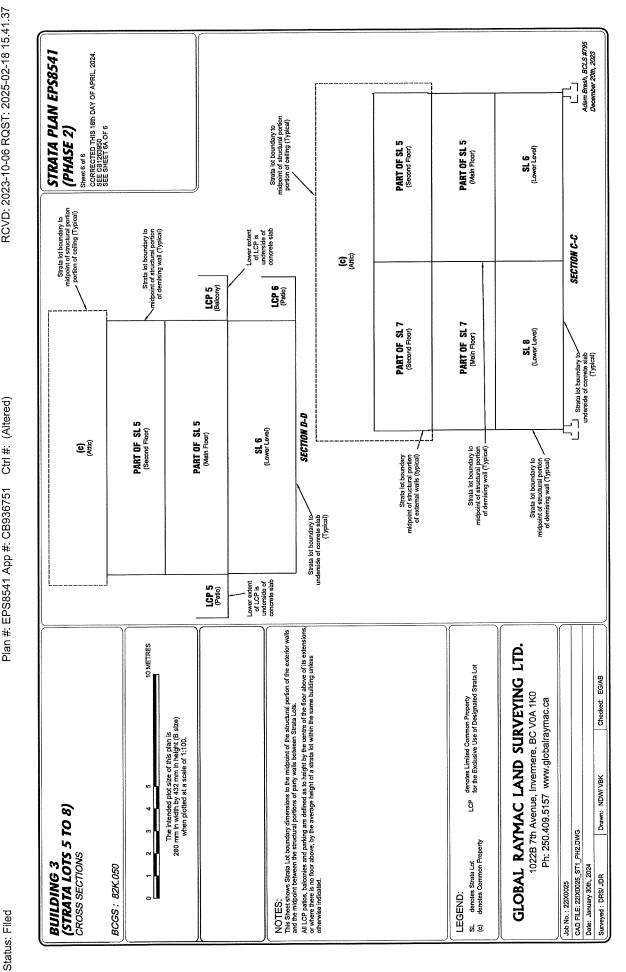


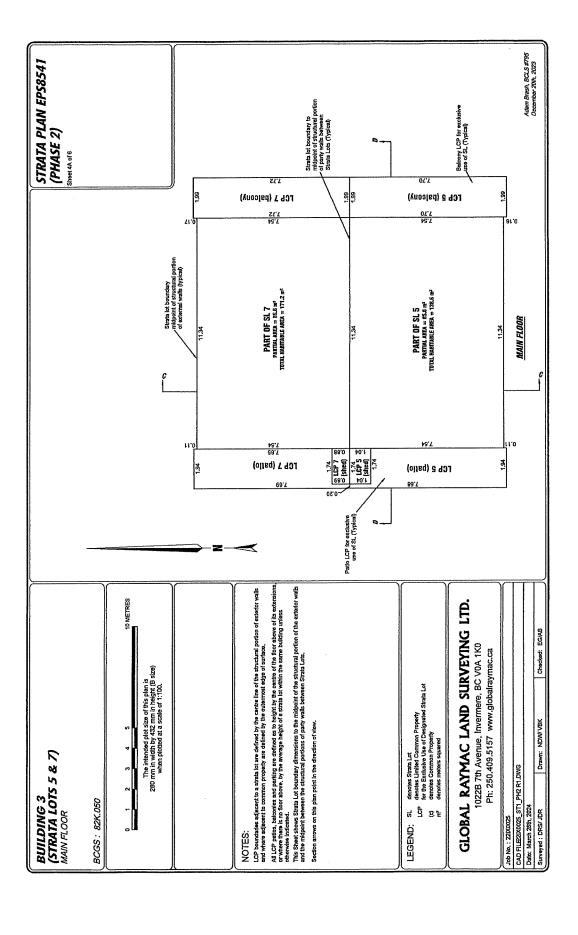


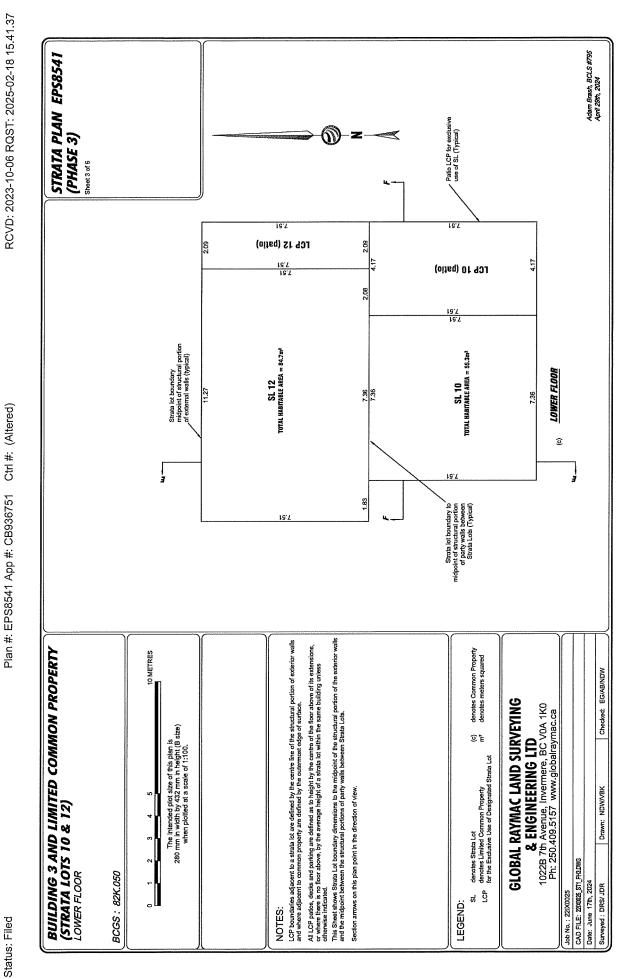


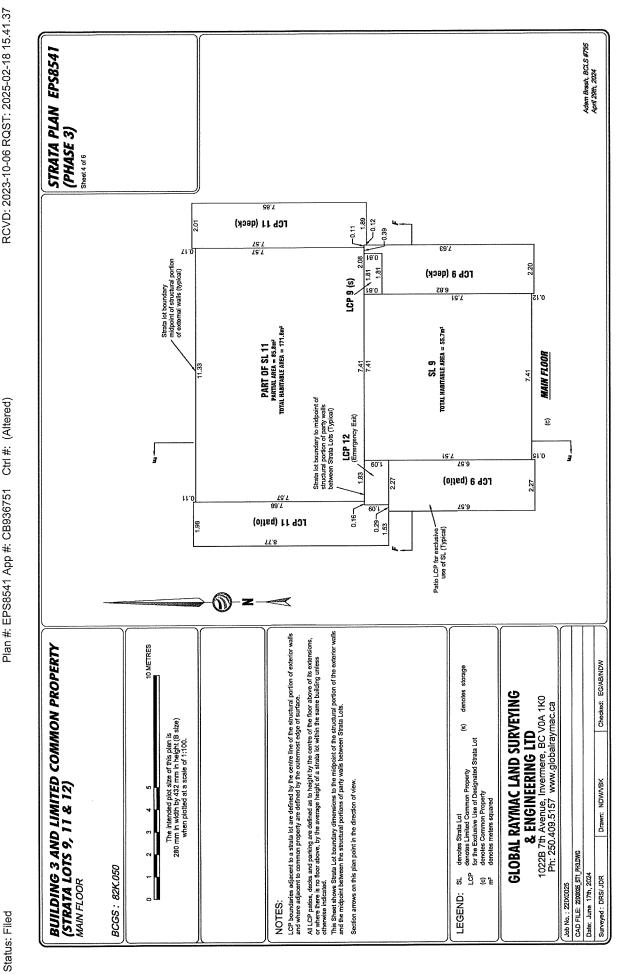


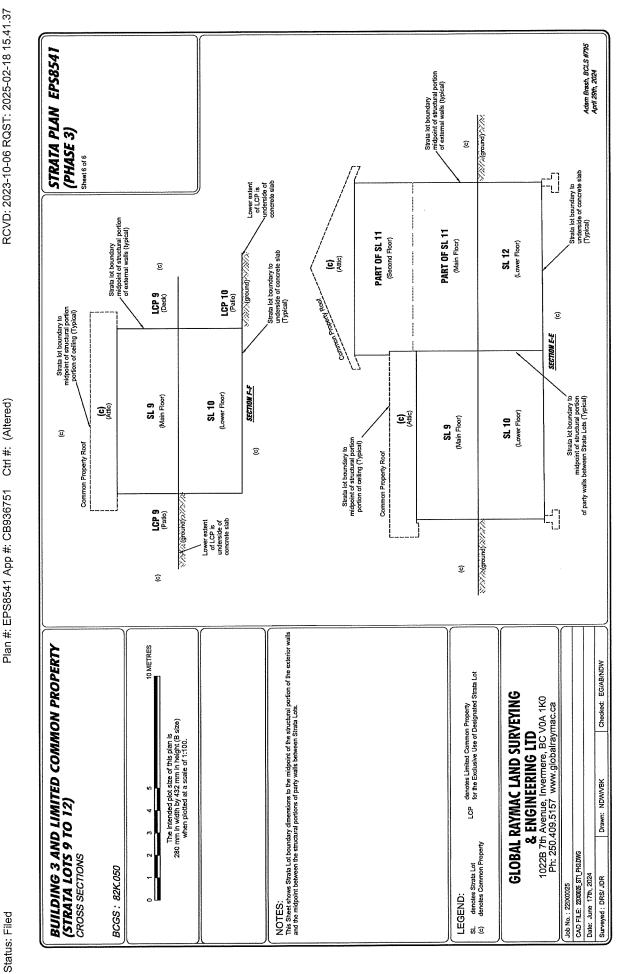


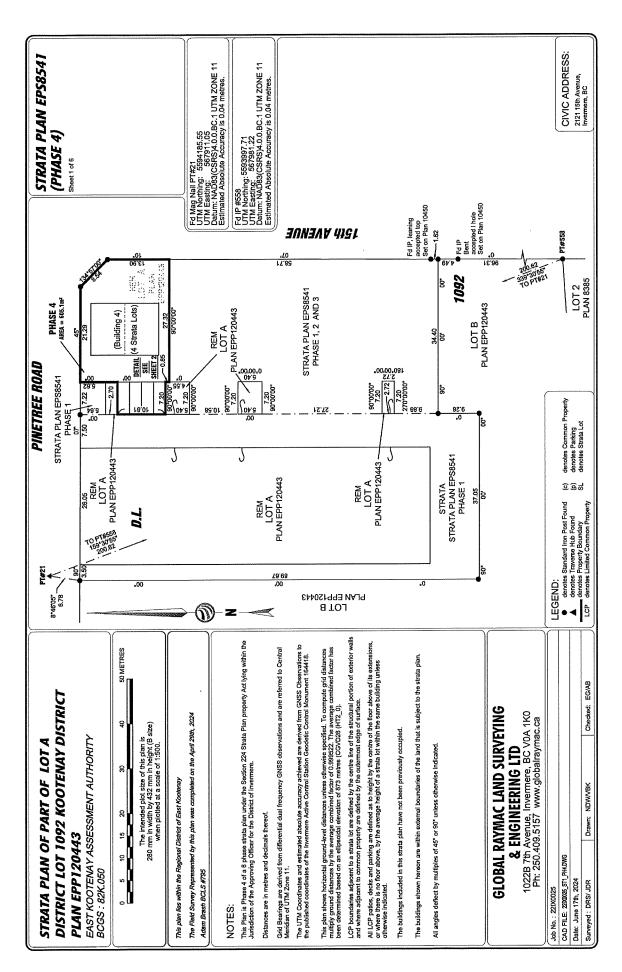


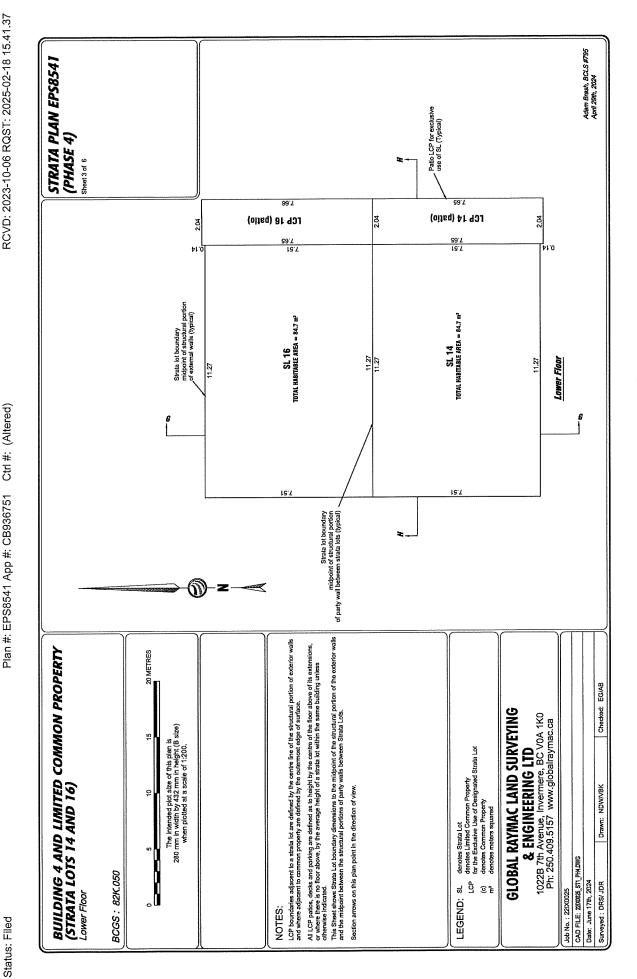


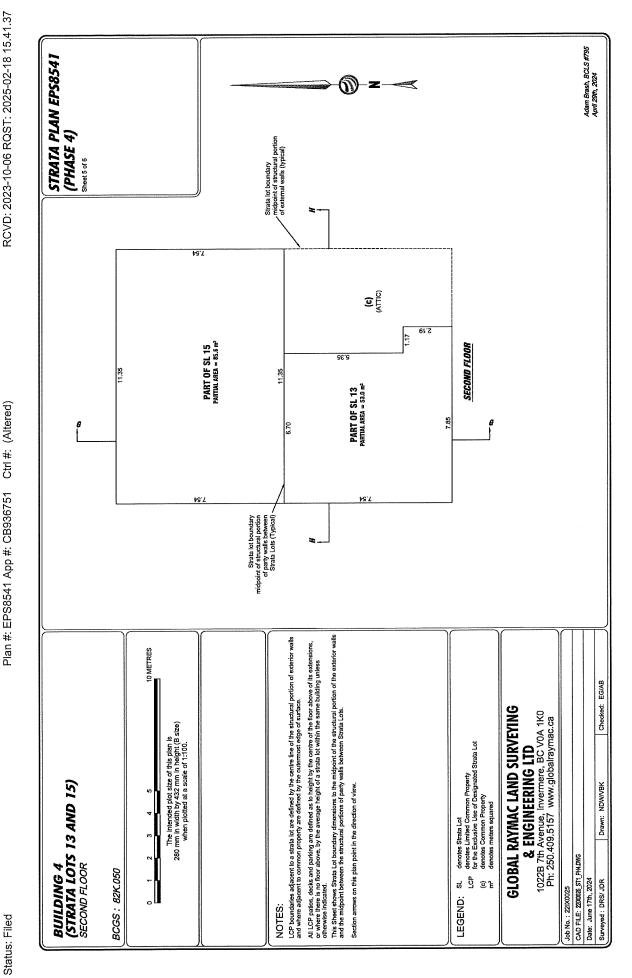


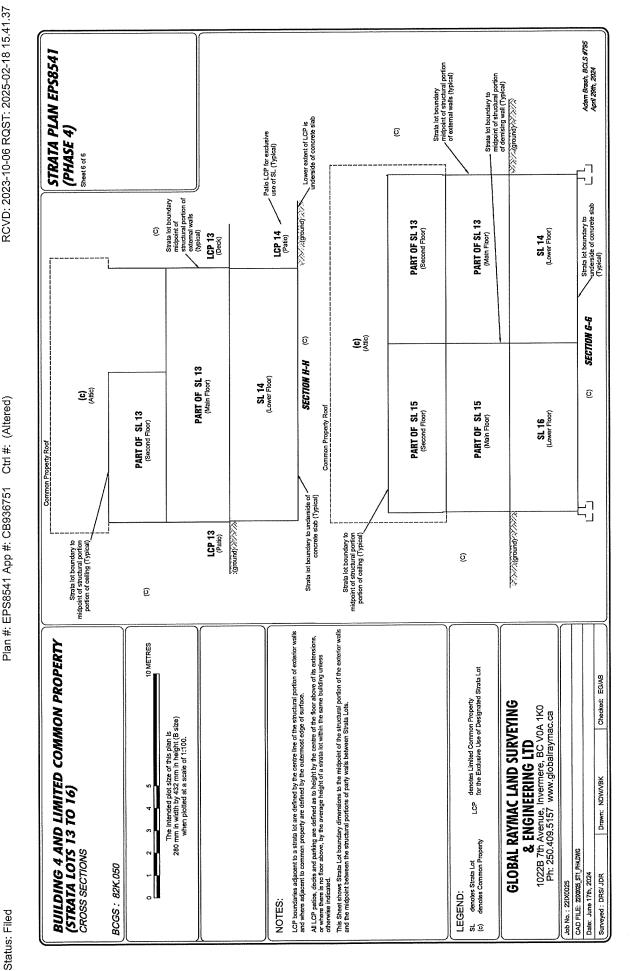


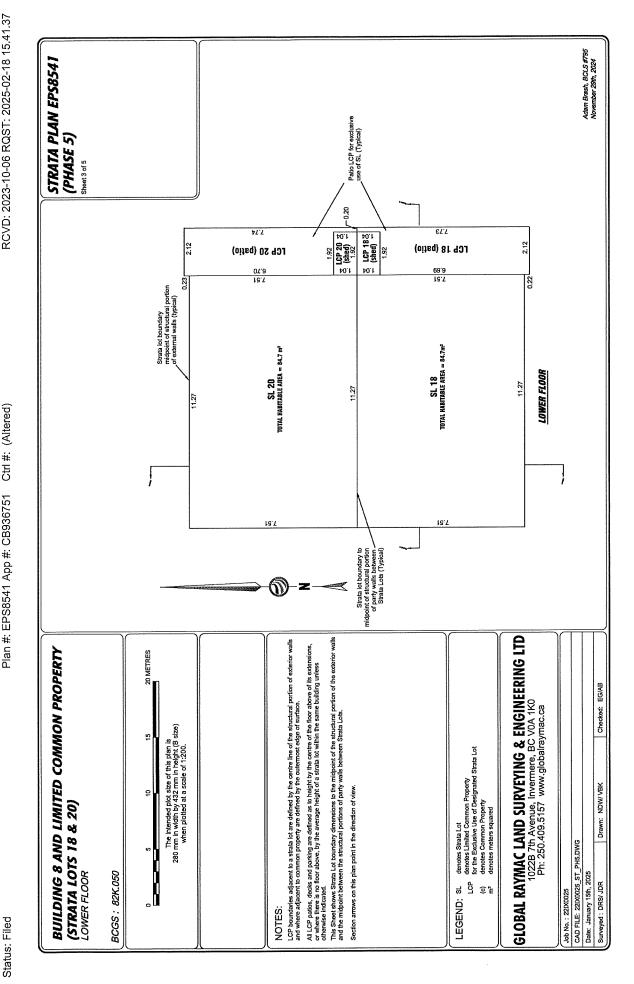


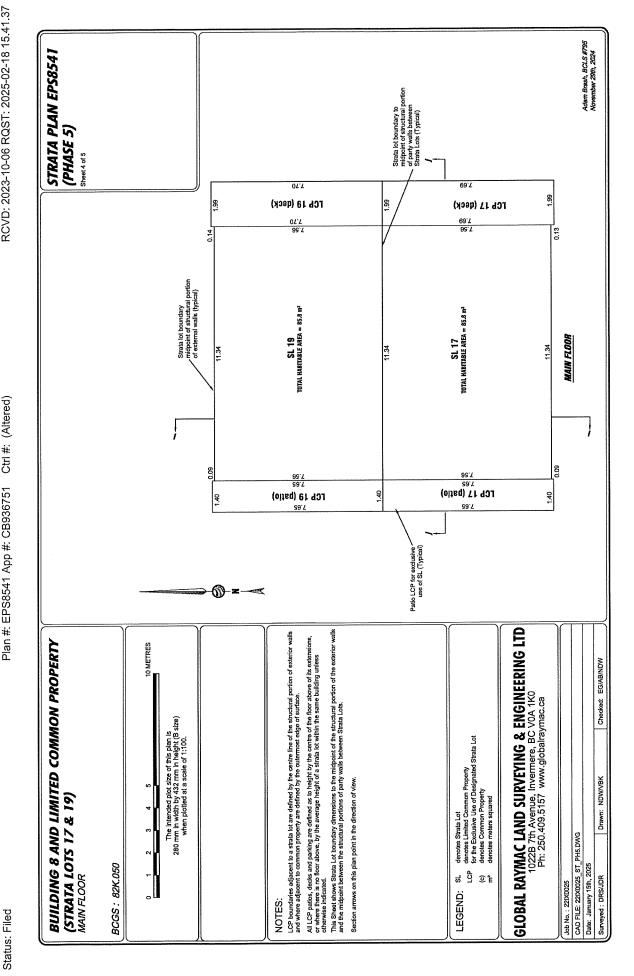


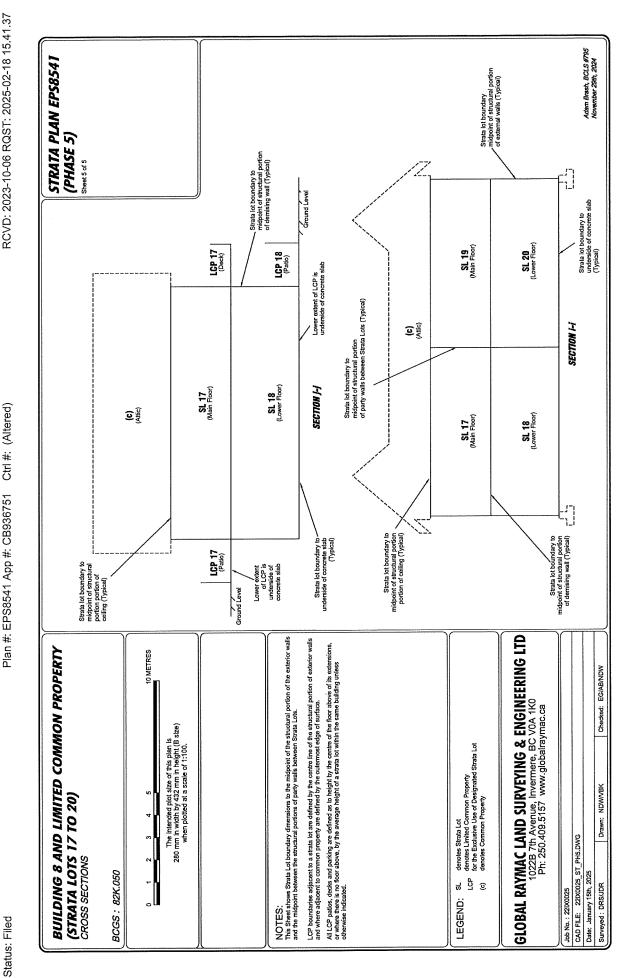


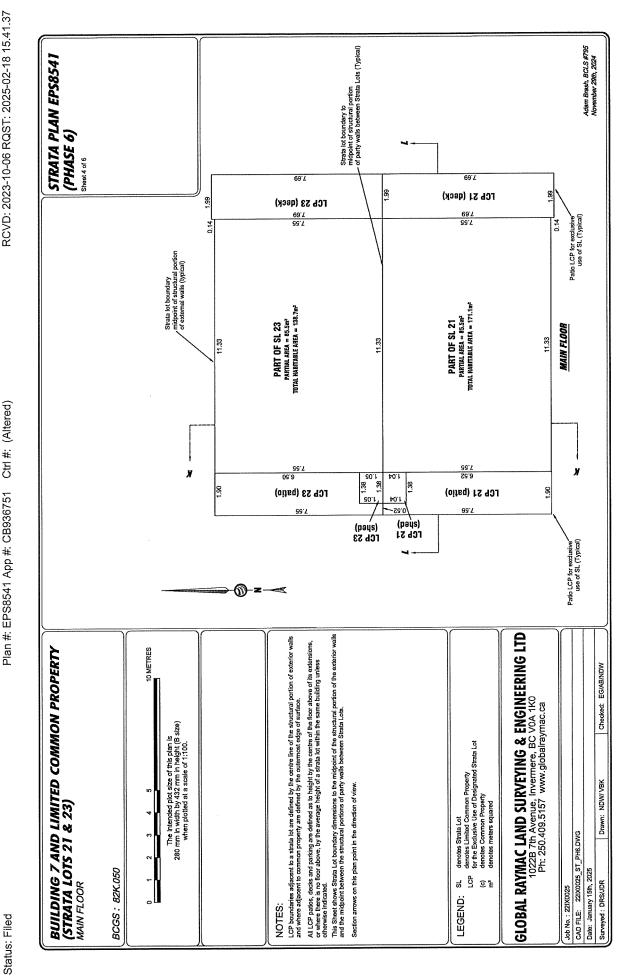


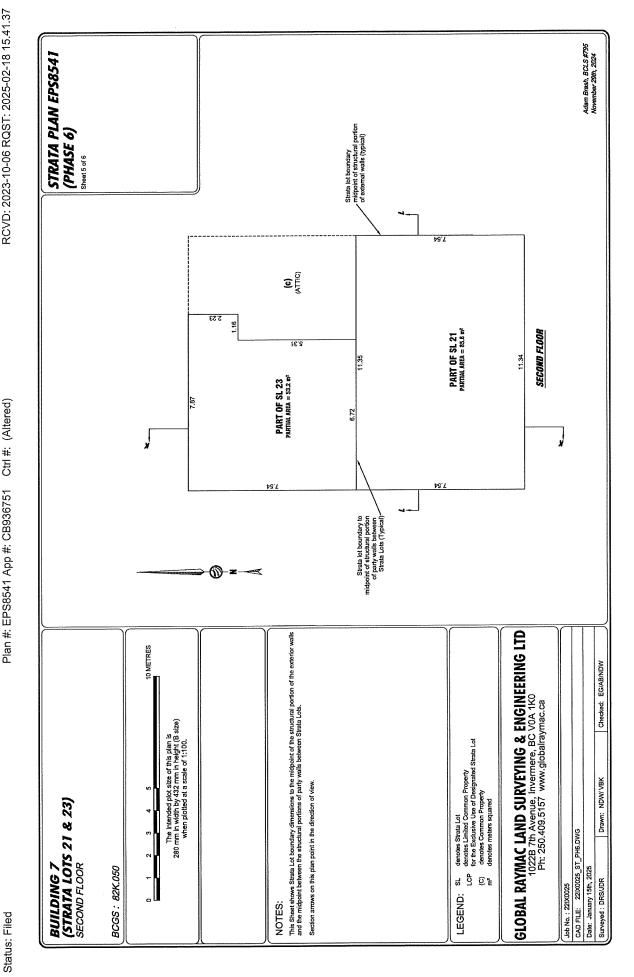


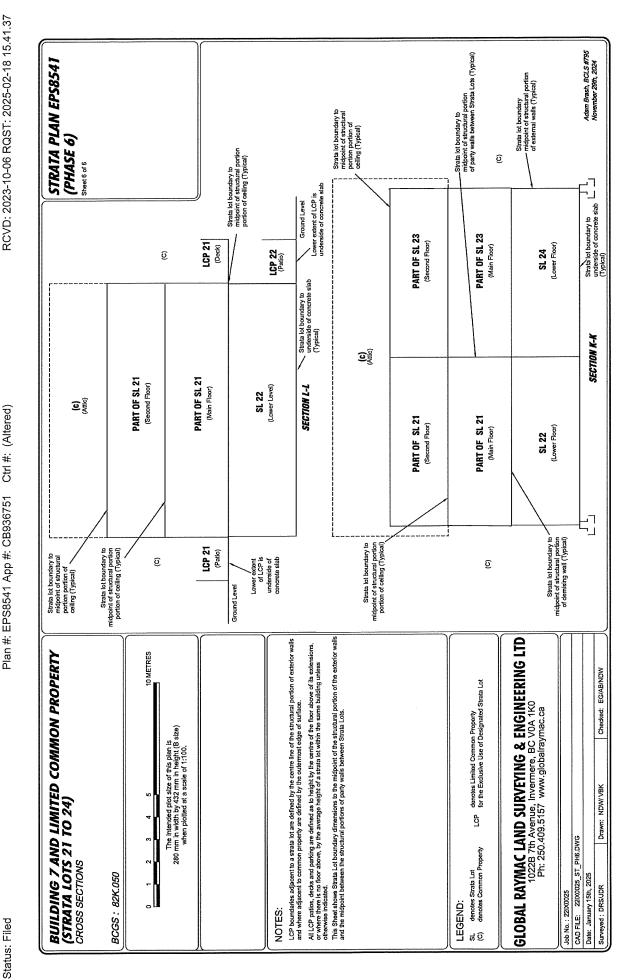




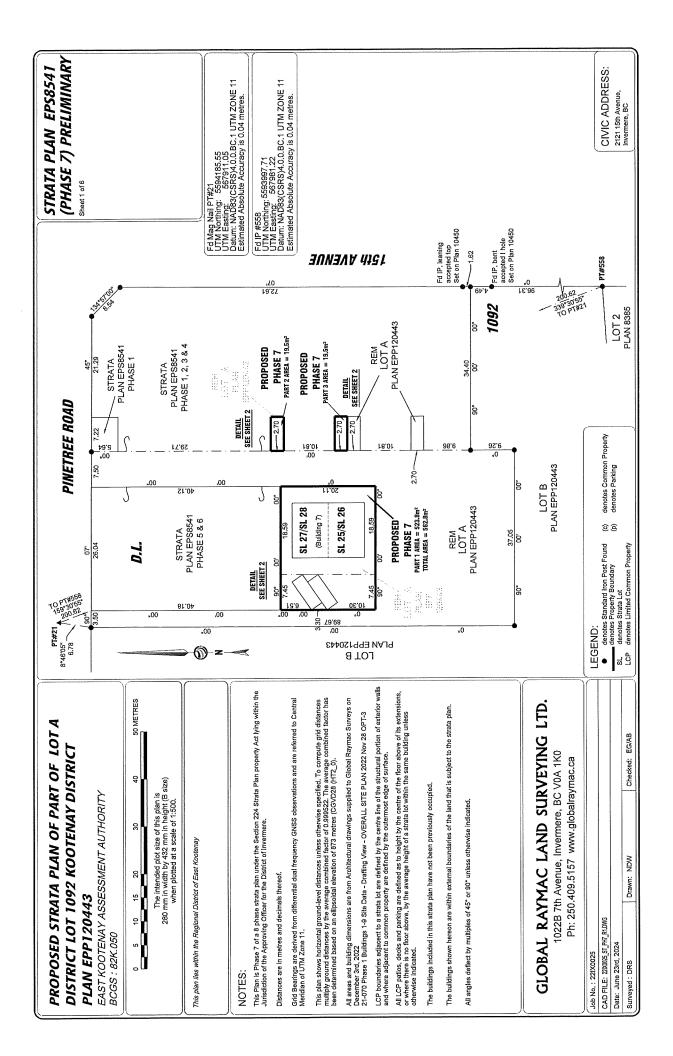


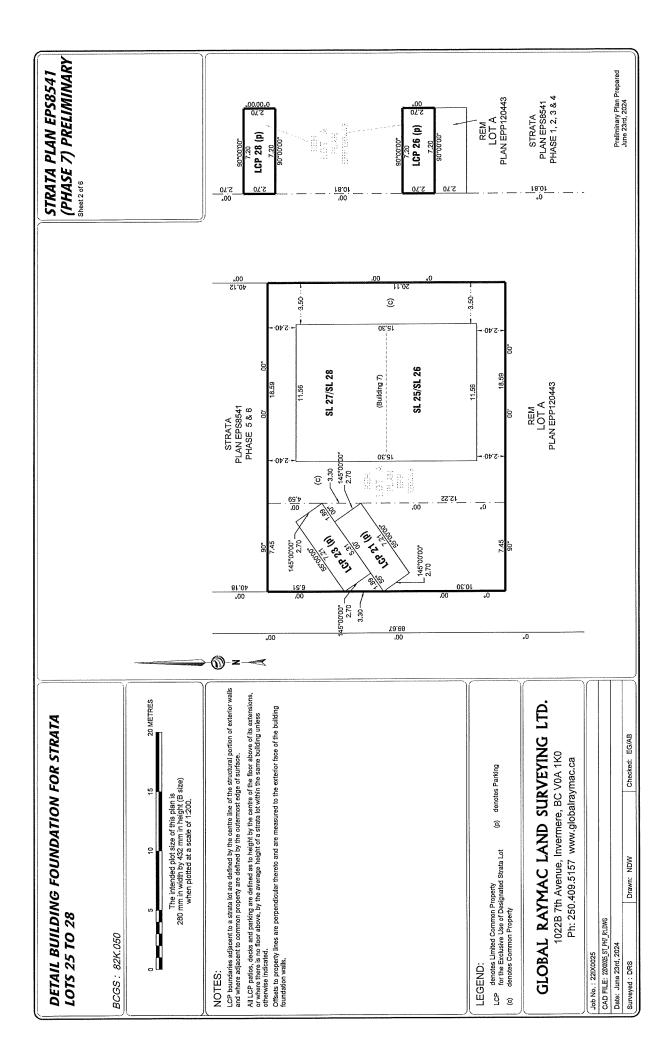


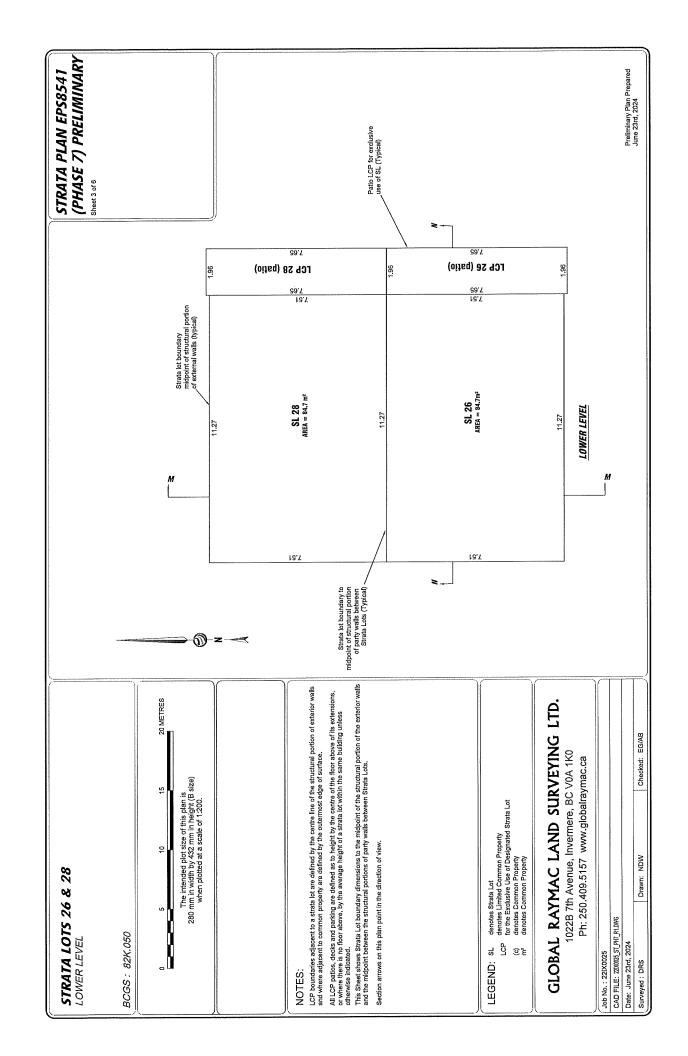


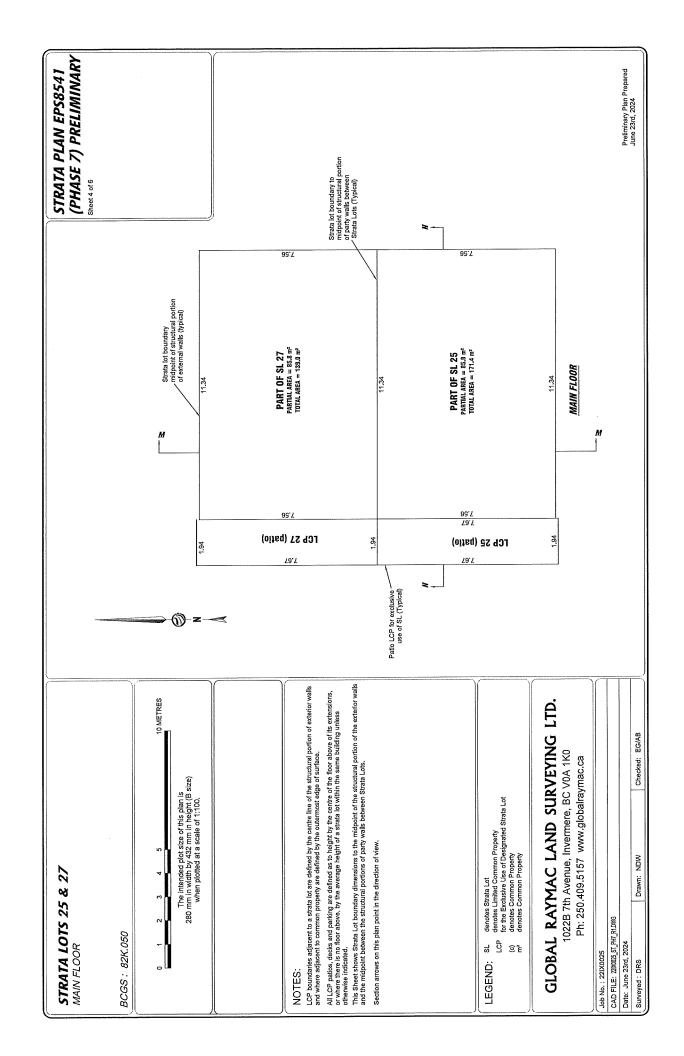


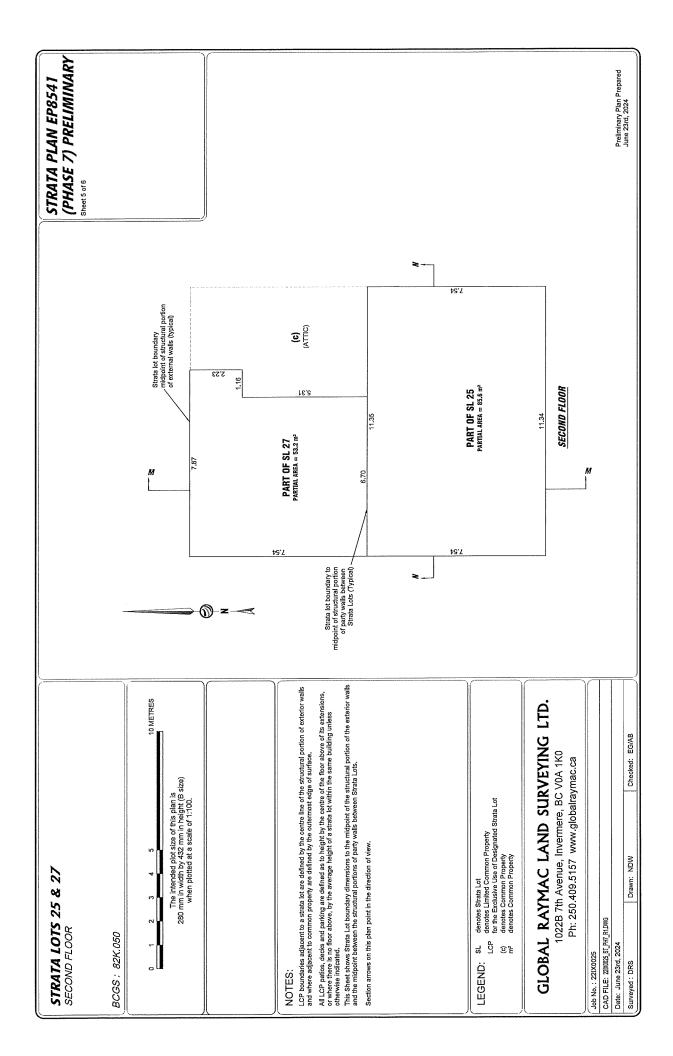
Proposed Phases 7 and 8 Strata Plans

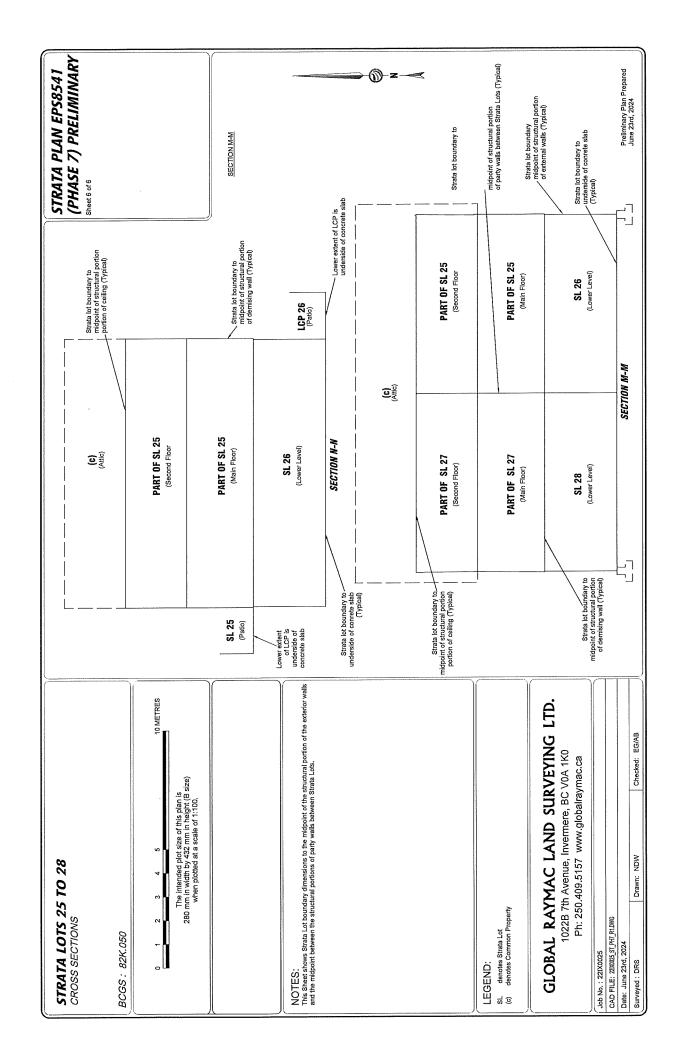


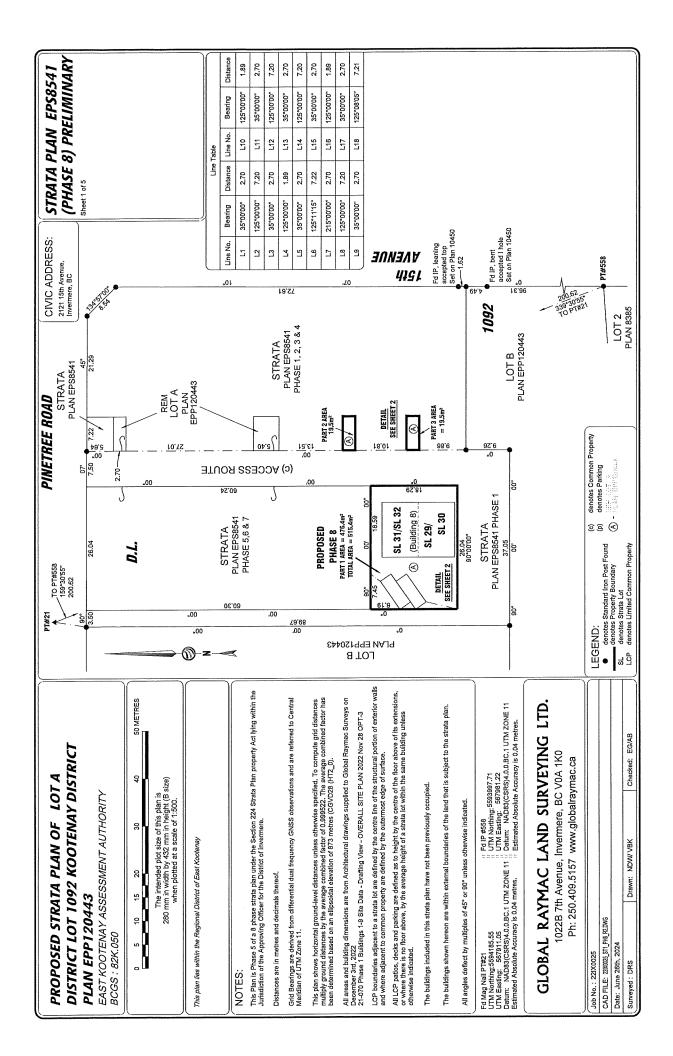


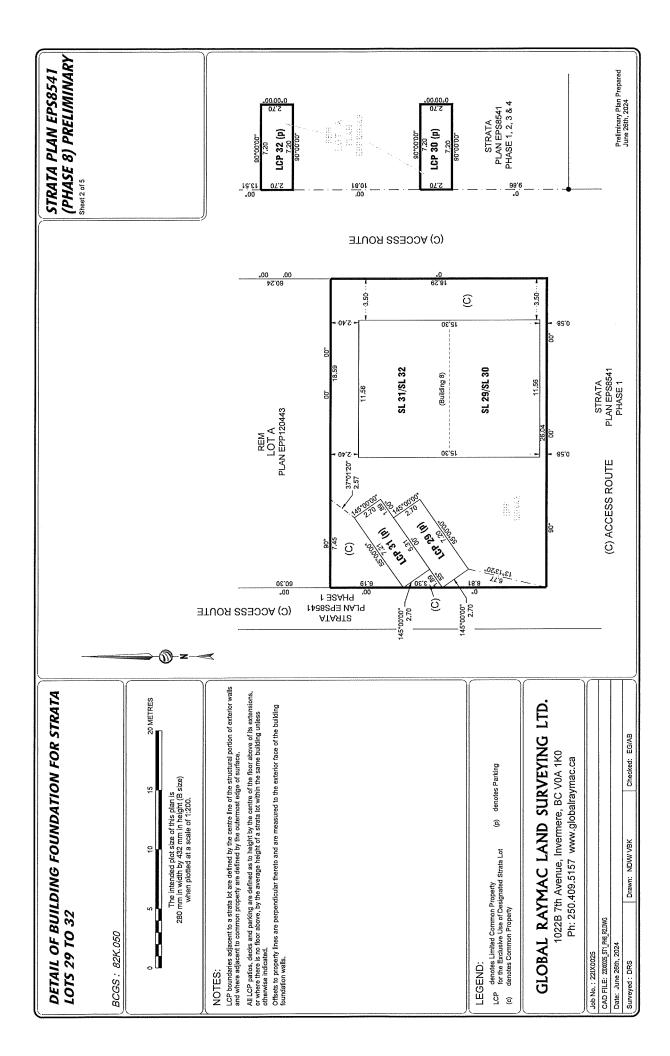


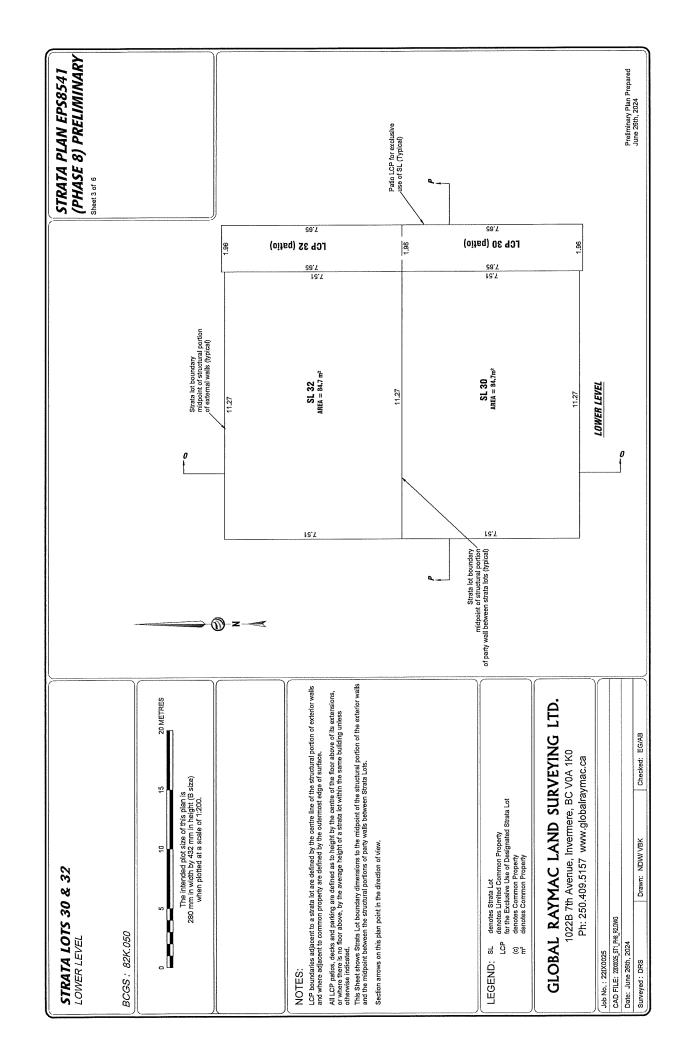


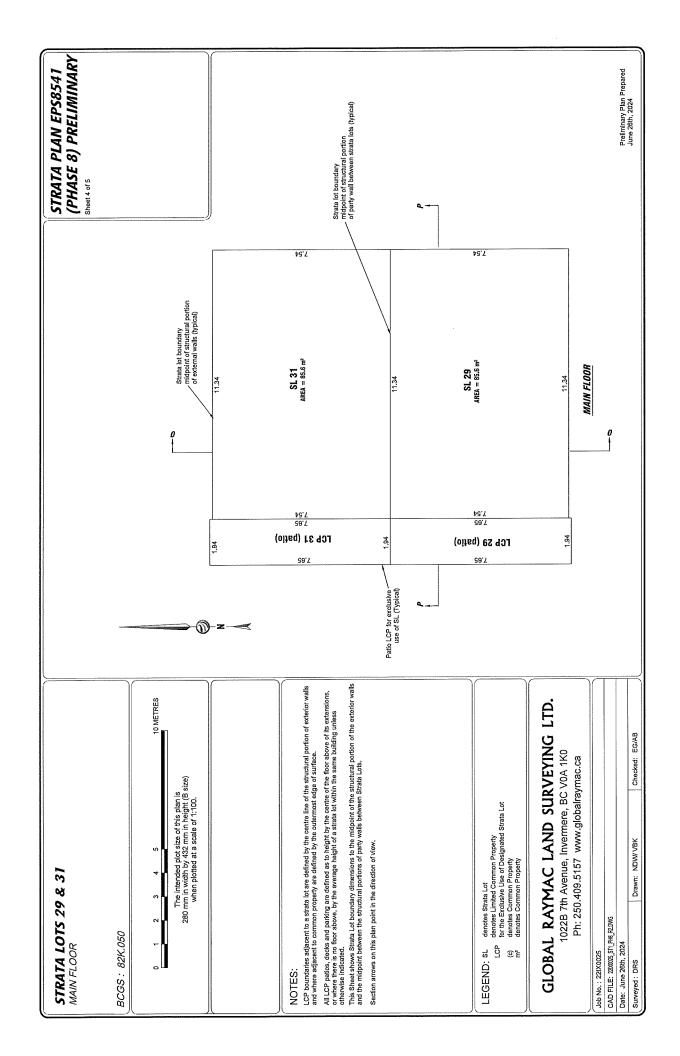












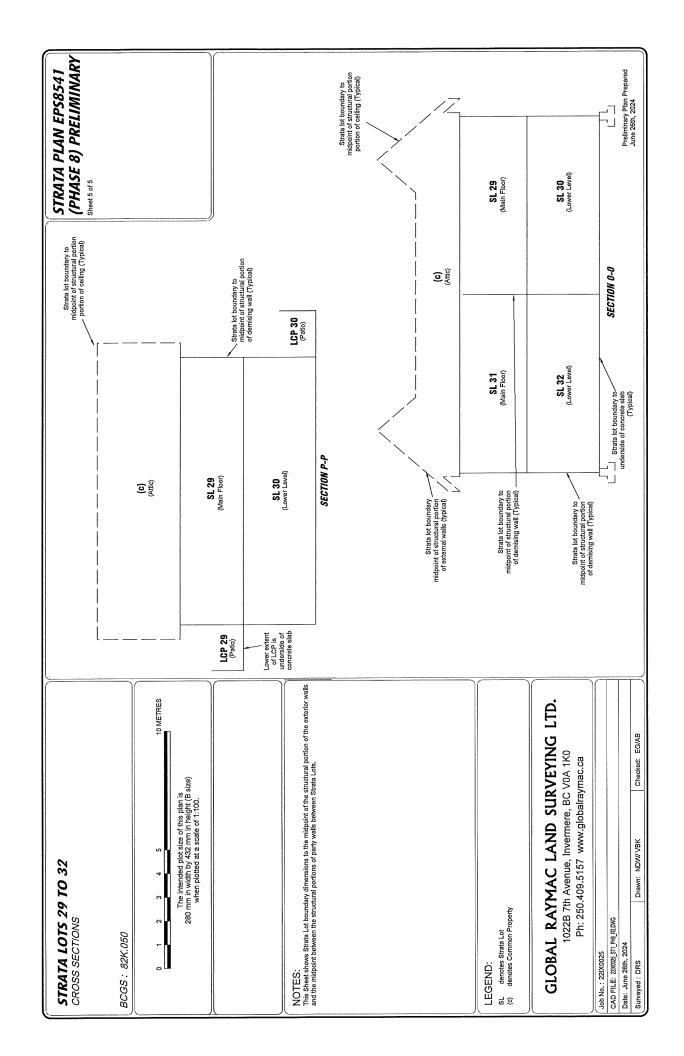


Exhibit C6

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, LIMBER 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 '10' 115' THE THE DOIS CAVITY

ACCOUNTED ANT PILLED DOIS CAVITY

11 '178' THE THE PILLED DOIS CAVITY

12 '178' THE SAY'S CAPBUM WALL BOARD, THE Y F1-11" I.J. SOUND INSULATED. 1HR FRR

-PLYWOOD SHEATHING (AS PER STRUCTURAL, POPEN WEB TRUSEES, (AS PER STRUCTURAL). BLOWN CELLULOGE RSO C/W HEEL 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 MENT STRUCTURAL)

FOR THE PART SECONT HINGS!

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

DETAIL INDICATOR

ROOM TAS

ROOM NAME

PAGE CROSS REFERENCE

Ref.— DETAIL III.

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

-CLADDNG (A6 PER ELEVATIONS)
-CLADDNG (A6 PER ELEVATIONS)
-1/2" DENGGLAGS SHEATHING
-2/4" PENGGLAGS SHEATHING
-2/4" PENGGLAGS SHEATHING
-2/4" FILLED HINERAL WOOL INSULATION
-1/2" DENGGLAGS SHEATHING

NORTH ARROW

SECTION 4 ELEVATION INDICATOR - VIEW DIRECTION OF ELEVATION

PAGE CROSS REFERENCE BLEVATION INDICATOR

LEVEL NAME

CEILING HEIGHT INDICATOR

CH= 3000

KEYNOTE INDICATOR

ROOF TYPE SYMBOL

(2) (2) r.

FLOOR TYPE SYMBOL

WALL TYPE SYMBOL

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

ARCHITECTURAL SHEET...

Sheet	:
Number	Sheet Name
0.04	COVER SHEET
0.1A	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
Ø.4.0	EXTERIOR BUILDING ELEVATIONS
74.1	EXTERIOR BUILDING ELEVATIONS
A4.3	EXTERIOR BUILDING ELEVATIONS
44.4	EXTERIOR BUILDING ELEVATIONS
A5.0	BUILDING SECTIONS
76.0	CONSTRUCTION DETAILS
46.1	CONSTRUCTION DETAILS CONT.
46.2	CONSTRUCTION DETAILS CONT.

SHEET

CONER

DRAWING TITLE

GENERAL NOTES

WINDOW TYPE TAG, REFER TO SCHEDULE

60 × 48 (g)

DOOR TAS REFER TO SCHEDULE

DRAWING SYMBOLS LEGEND

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 REAMON, AND NO RELEGIZIONAL COMPOSITIS IN RINGED MERG, NO NO NO NIDERIONAL

16. SEE MECHANICAL AND ELECTRICAL FOR EXACT TYPES AND CLANITY OF PIPIPISES, GRILLES, FATNEES, AND EQIPPIST. CO-ORDINATE SIZES AND EXCYL LOCATIONS TO SUI ARCHITECTURAL REPLECTED CELLING PLANS

CAULK AND SEAL AROUND ALL DUCTS AND PIPES PAGGII THROUGH FIRE RATED PARTITIONS AND FLOOR AGGEMBLIES MITH APPROVED (VLC.) MASTIC CAULKING.

15 Ave Invermere BC

Generation Homes

Phase 1, Lot 1

Pinetree Meadows

PROVIDE ACOUSTICAL SEALANT AT JINCTIONS OF SOUND RATED PARTITIONS.

PROJECT TITLE

Phone: 403-314-4461 Contact:

Sheet	
Number	Sheet Name
AO.0	COVER SHEET
410	CODE REVIEW
42.0	SITE PLAN + BYLAW REVIEW
A3.0	BASEMENT FLOOR PLAN
A3.1	MAIN FLOOR PLAN
A9.2	SECOND FLOOR FLAN
43.4	ROOF PLAN
6. 4€	EXTERIOR BUILDING ELEVATIONS
1.4	EXTERIOR BUILDING ELEVATIONS
A4.3	EXTERIOR BUILDING ELEVATIONS
44.4	EXTERIOR BUILDING ELEVATIONS
A5.0	BUILDING SECTIONS
76.0	CONSTRUCTION DETAILS
A6.1	CONSTRUCTION DETAILS CONT.
46.2	CONSTRUCTION DETAILS CONT.

-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

A0.0

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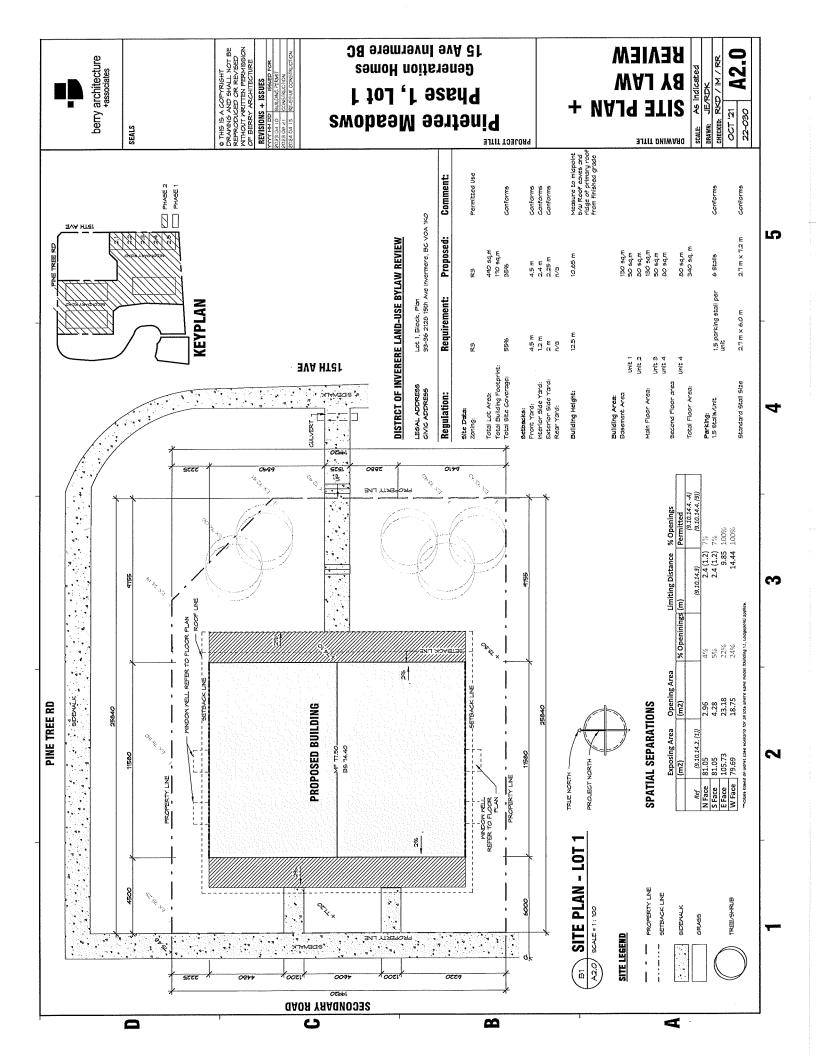
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SCALE: As Indicated DRAWN: RKD/BS CHECKED: IM/RR

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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 plane of the list of		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 the soft soft		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	∀ /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)	Ce 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)

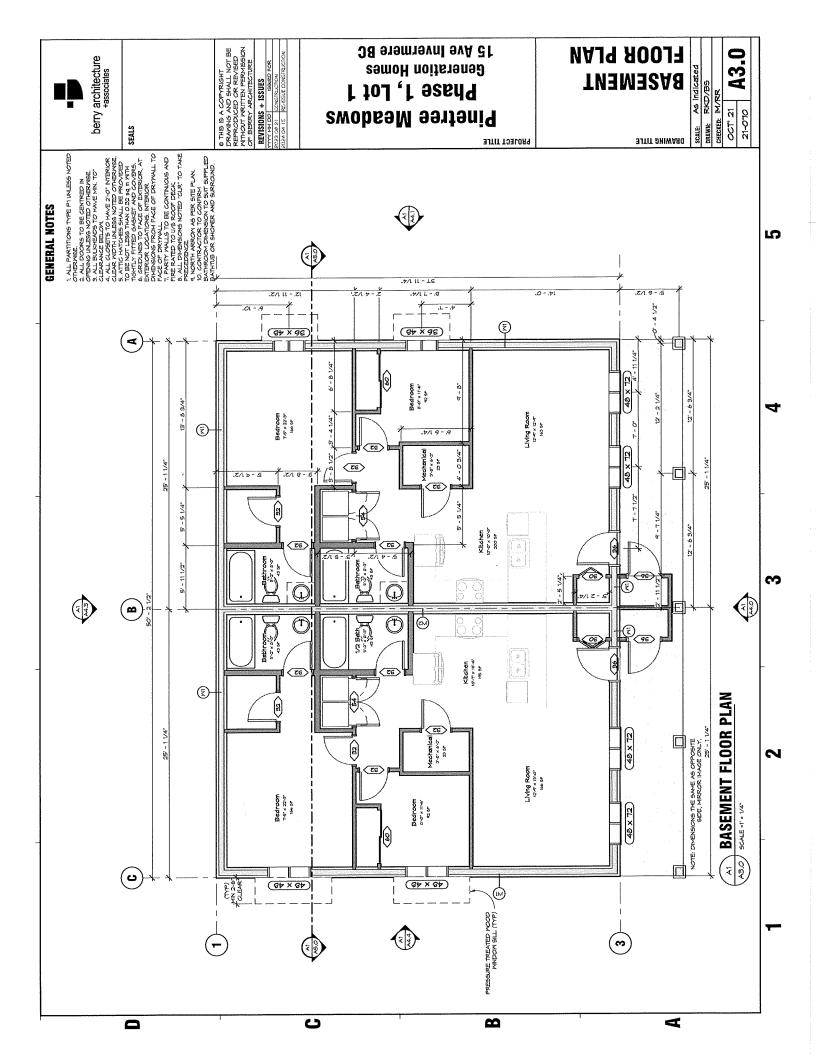
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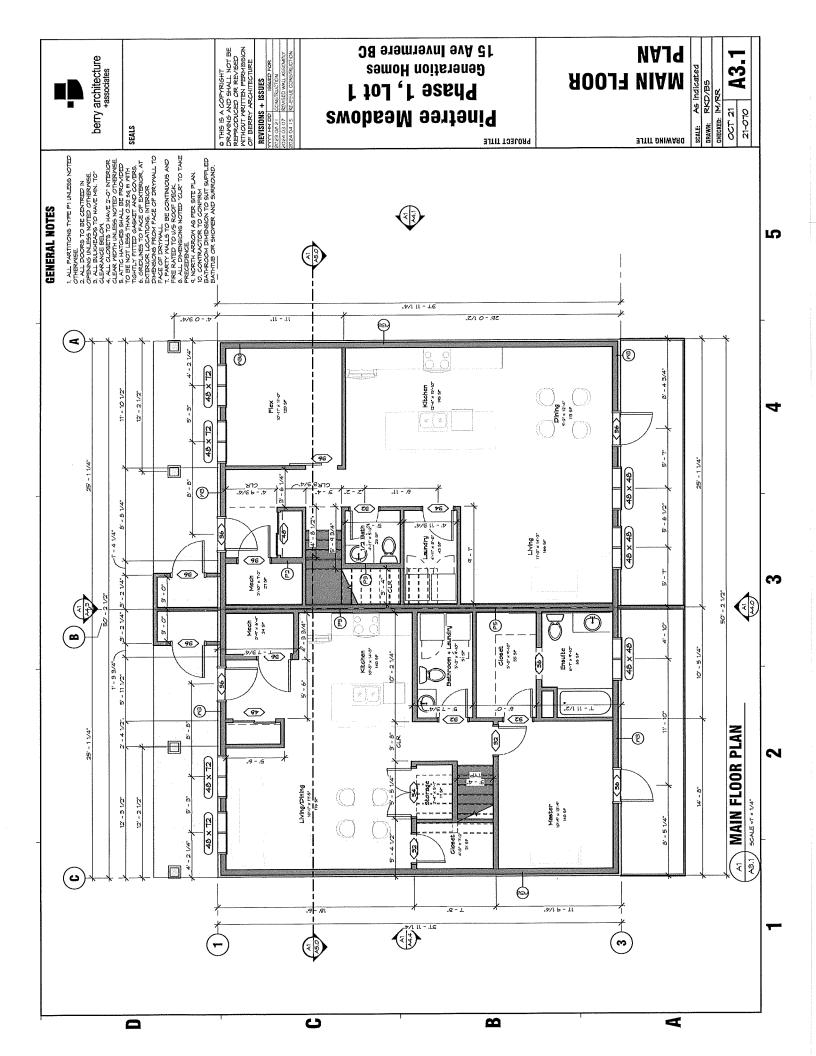
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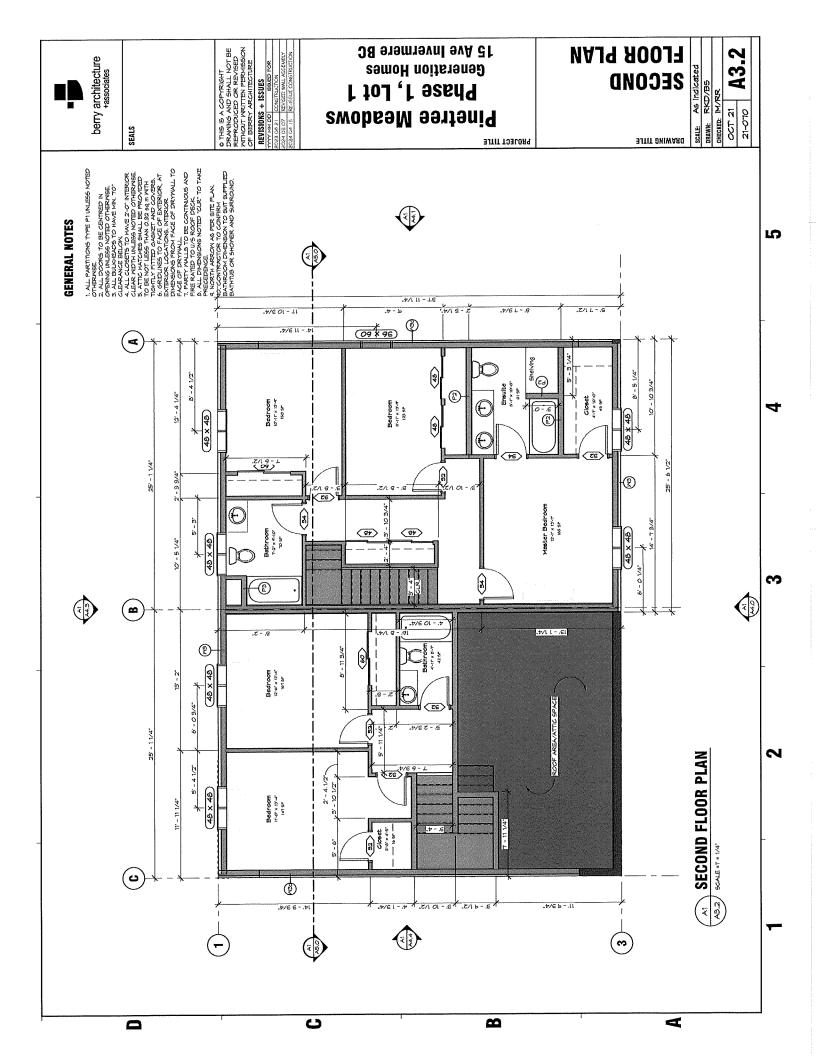
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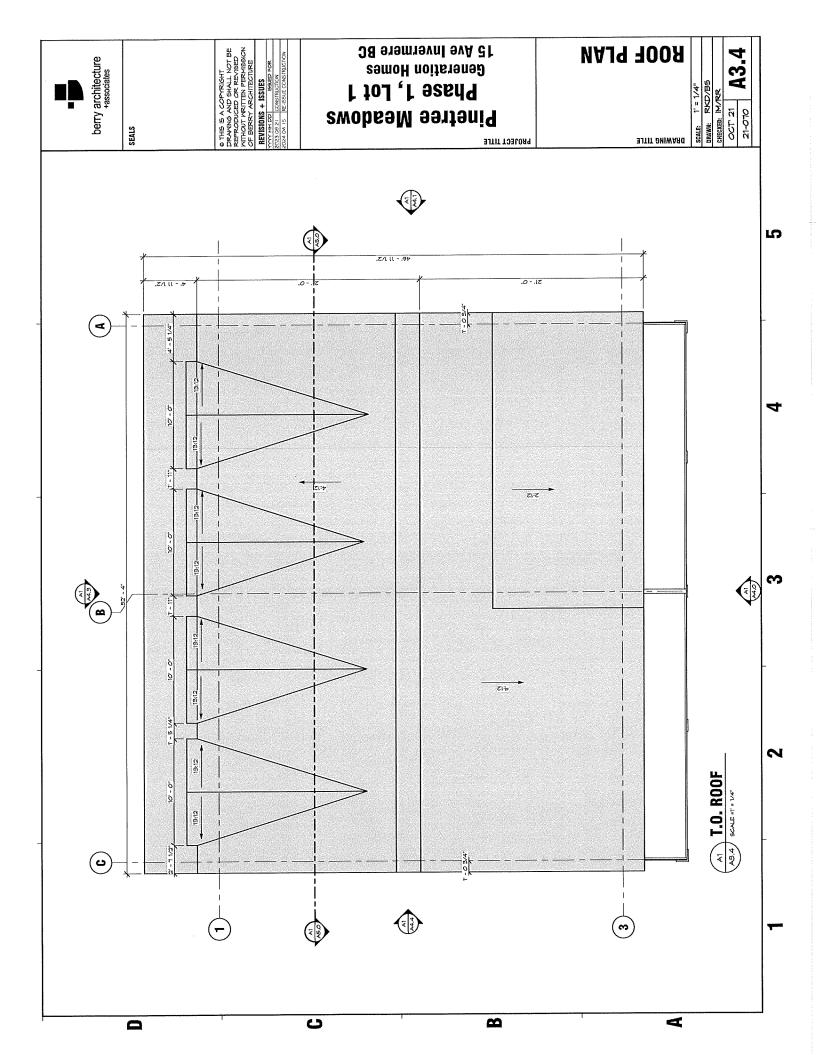
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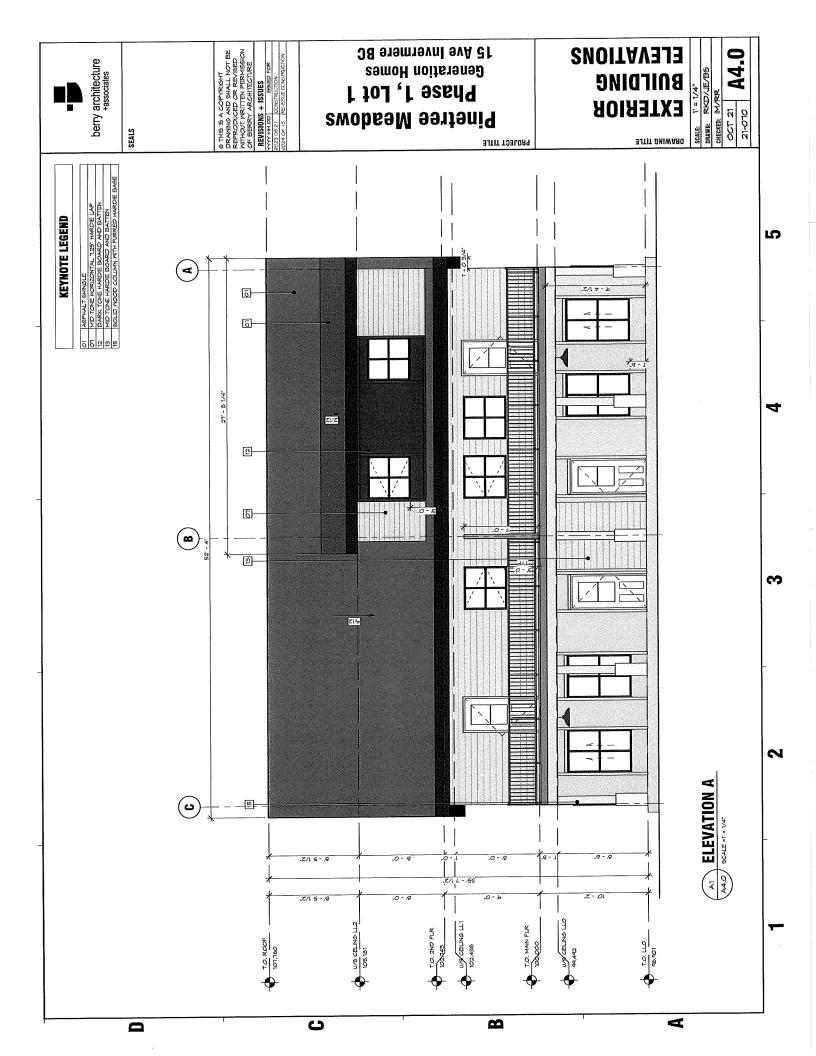
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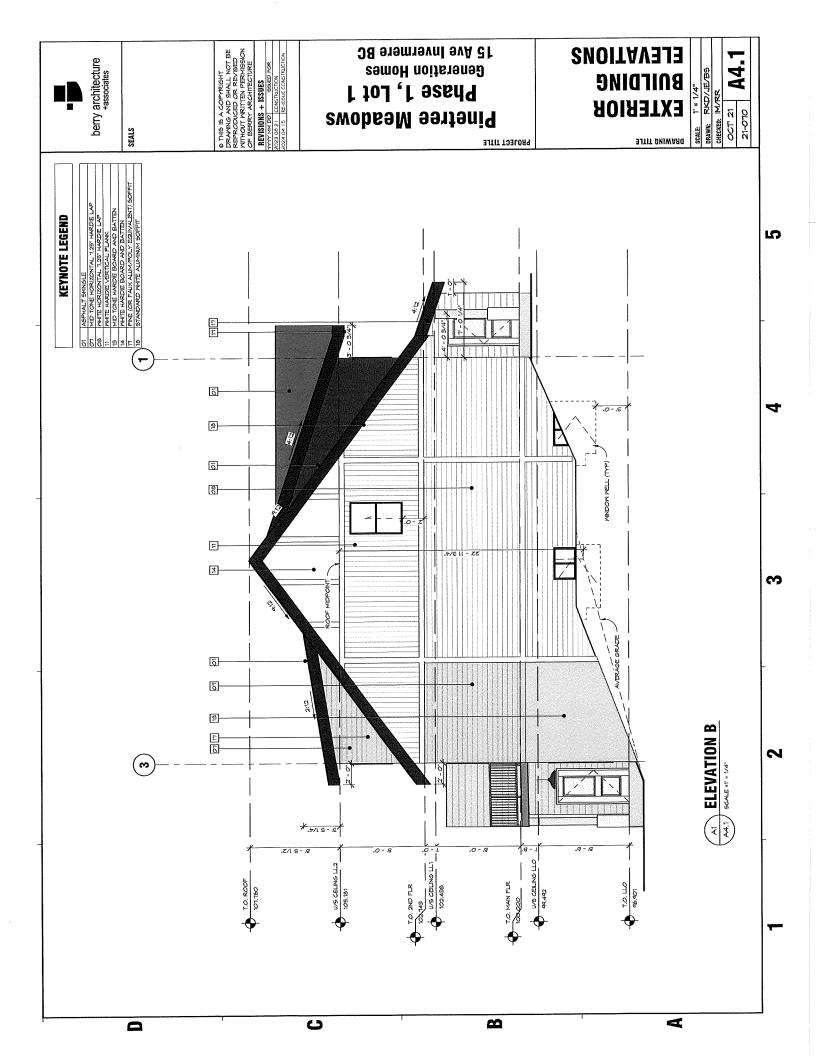


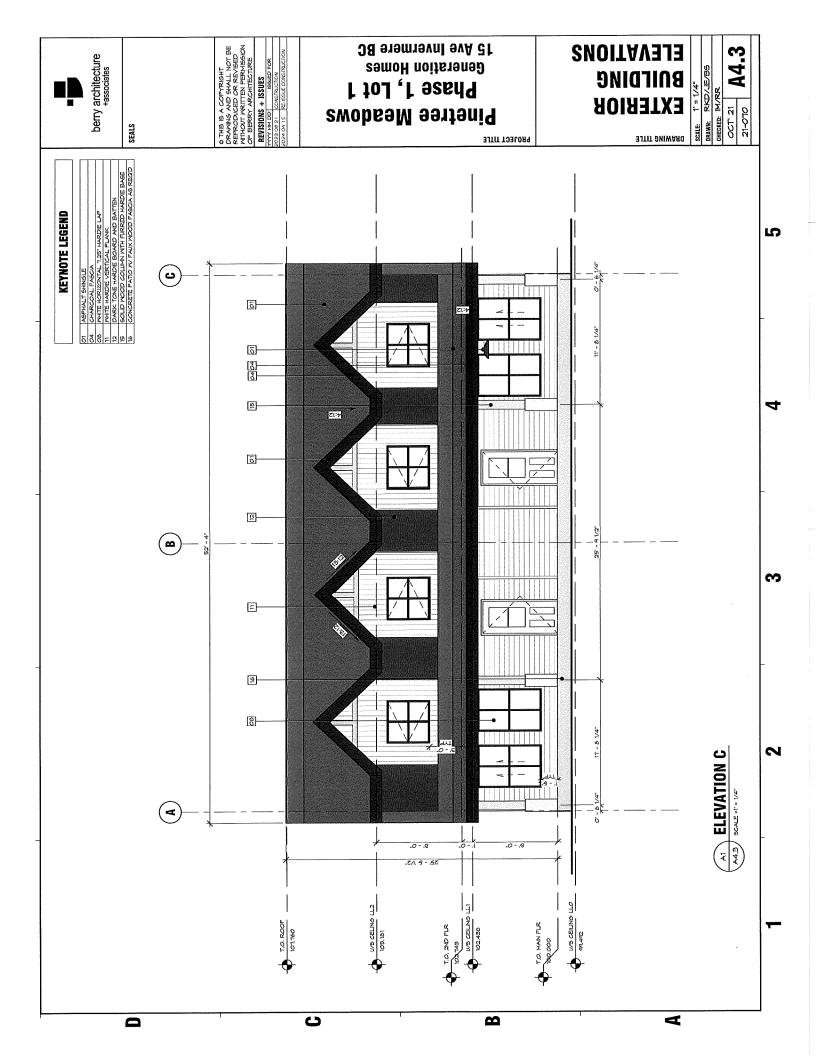


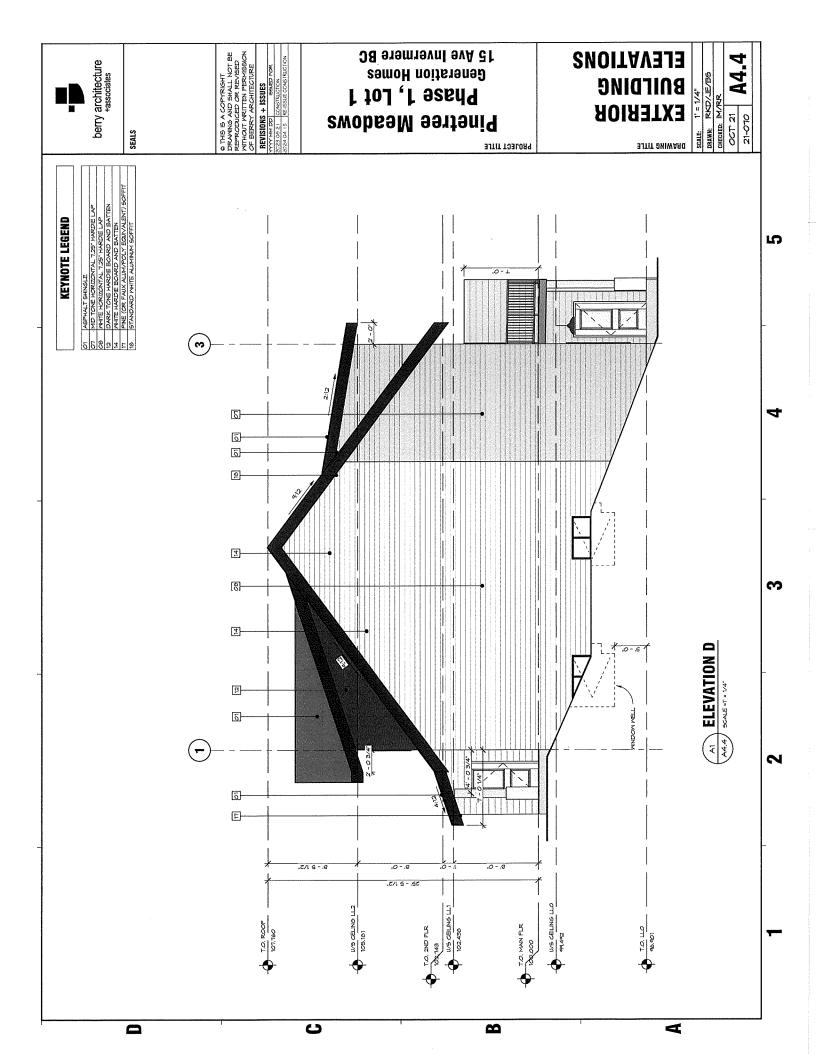


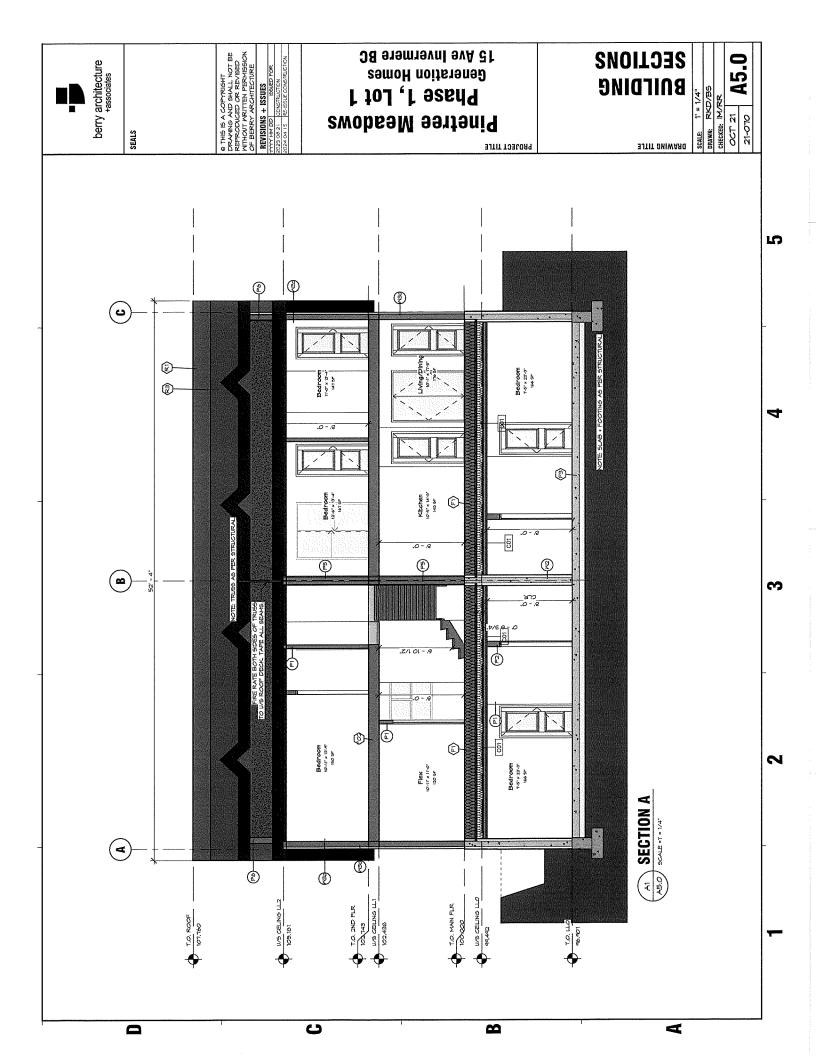


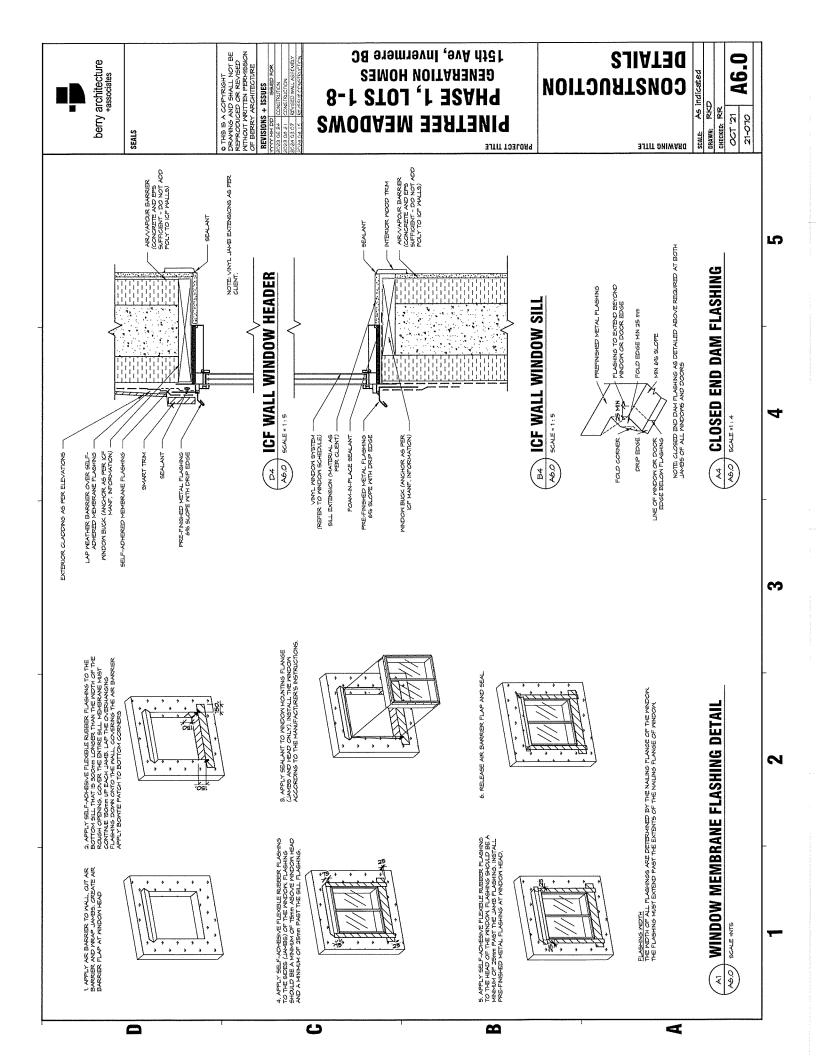


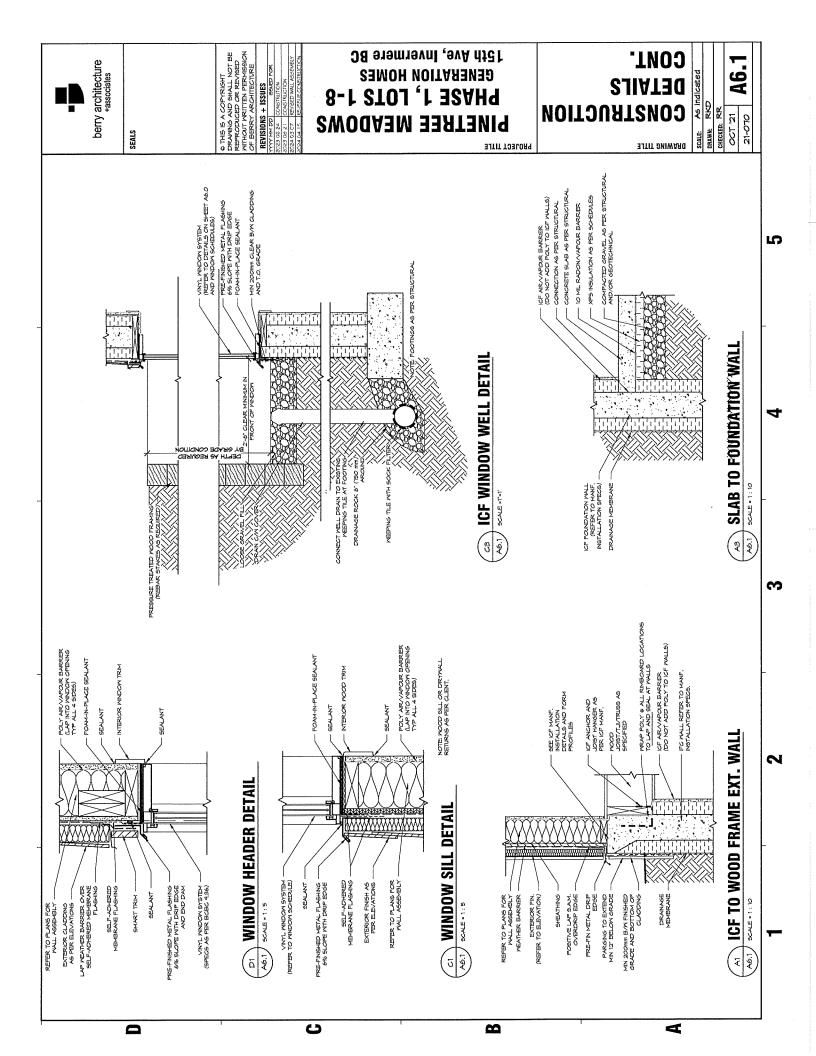


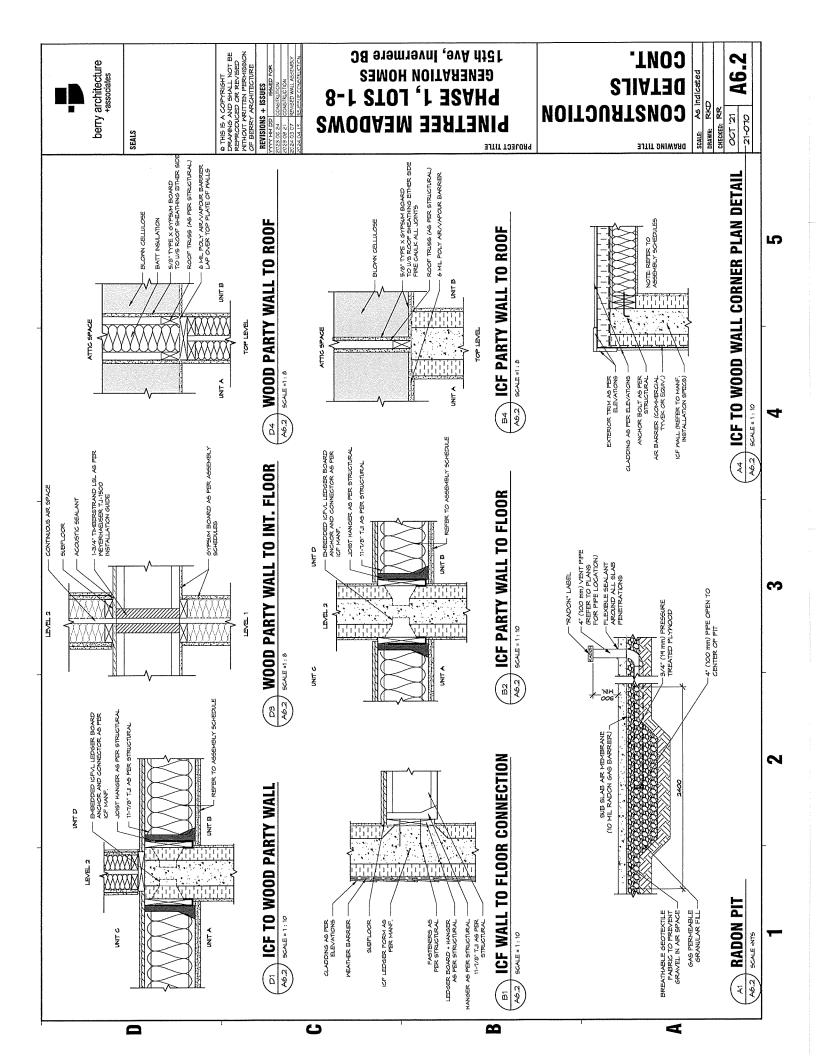


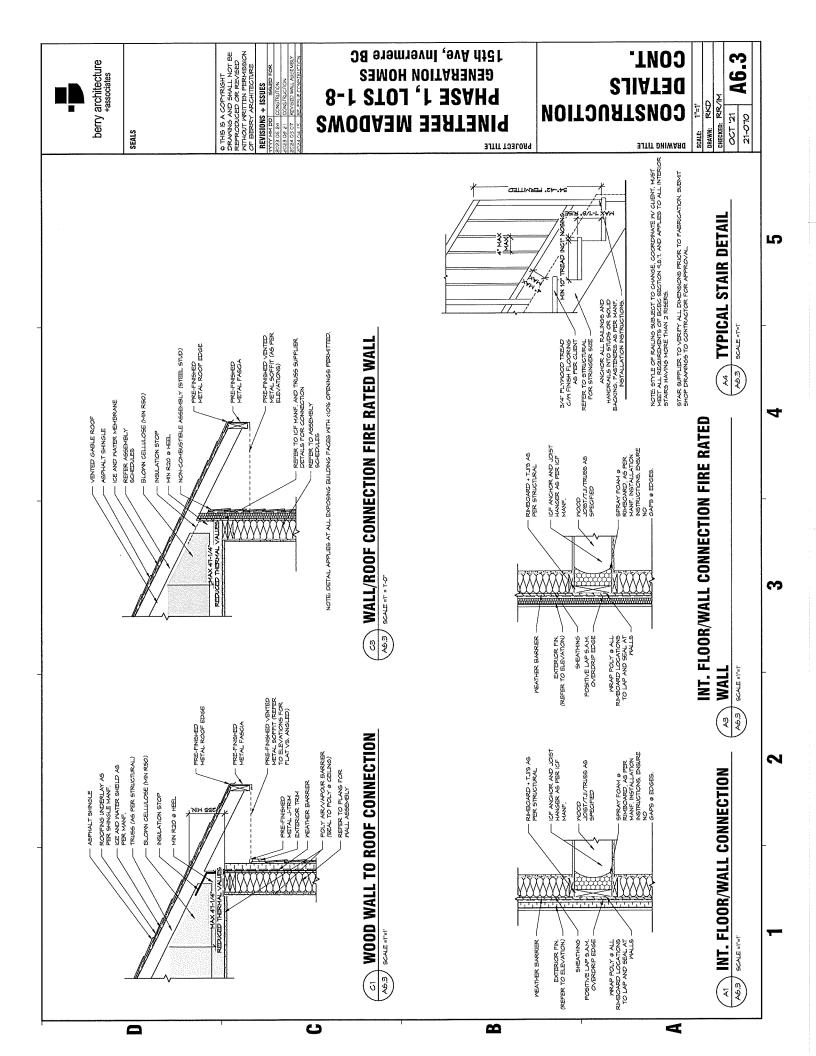












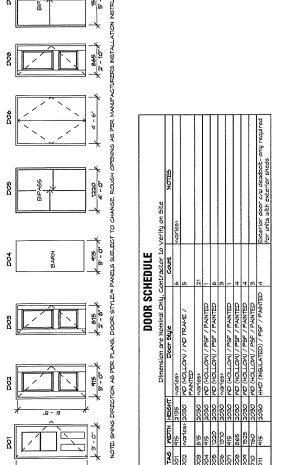
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Seals

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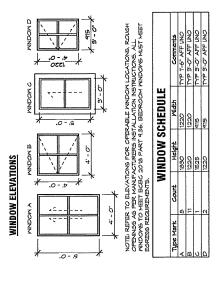
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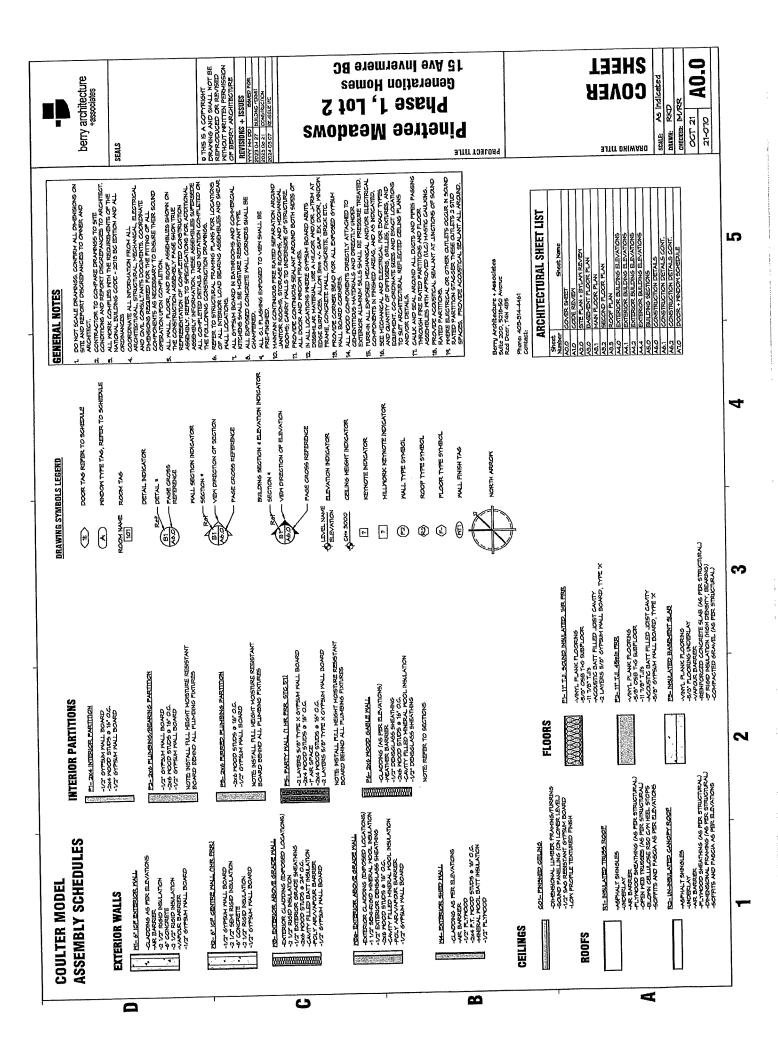
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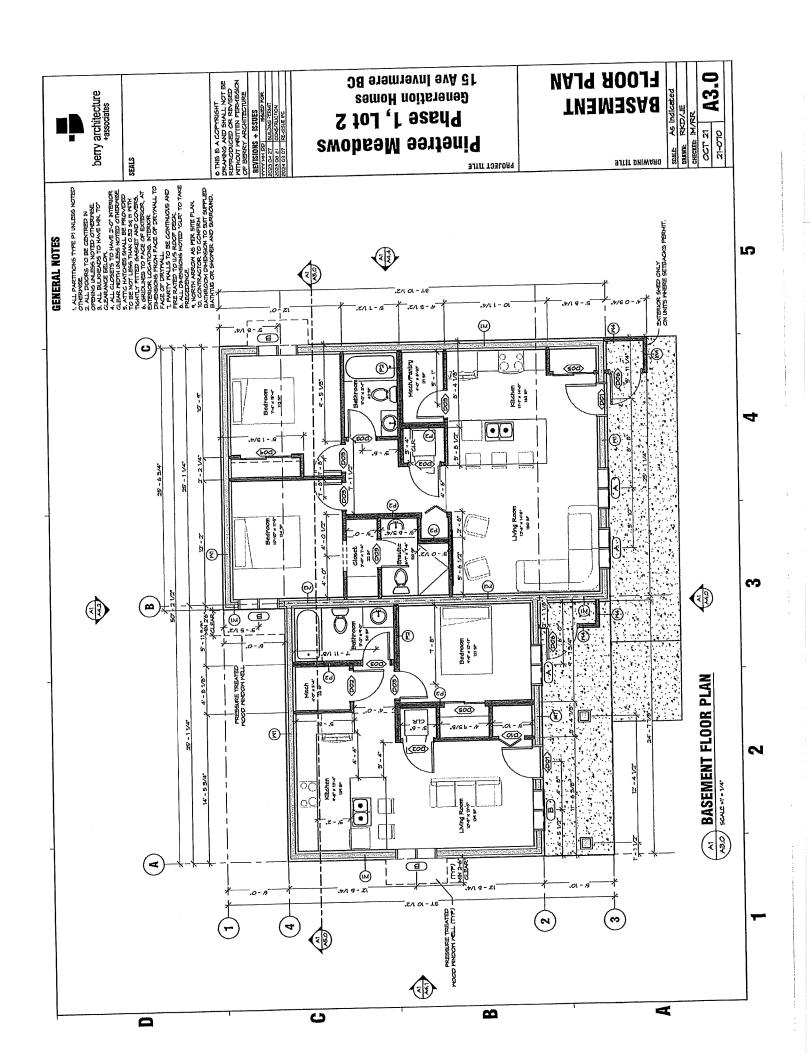


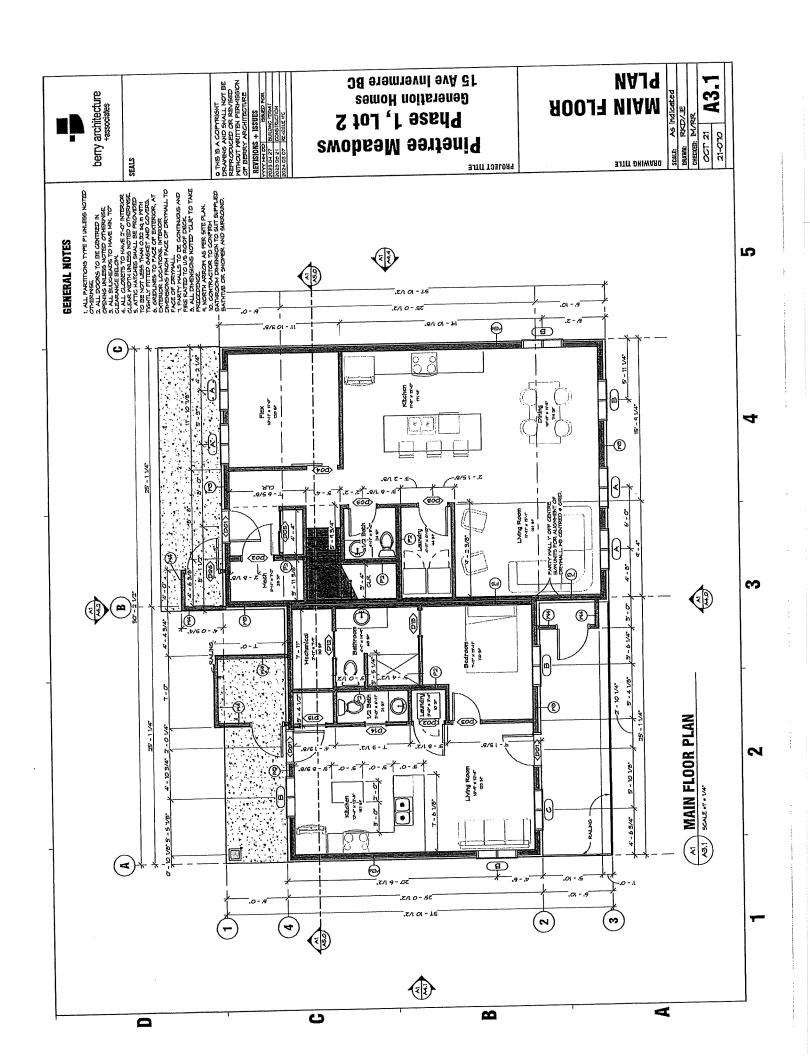
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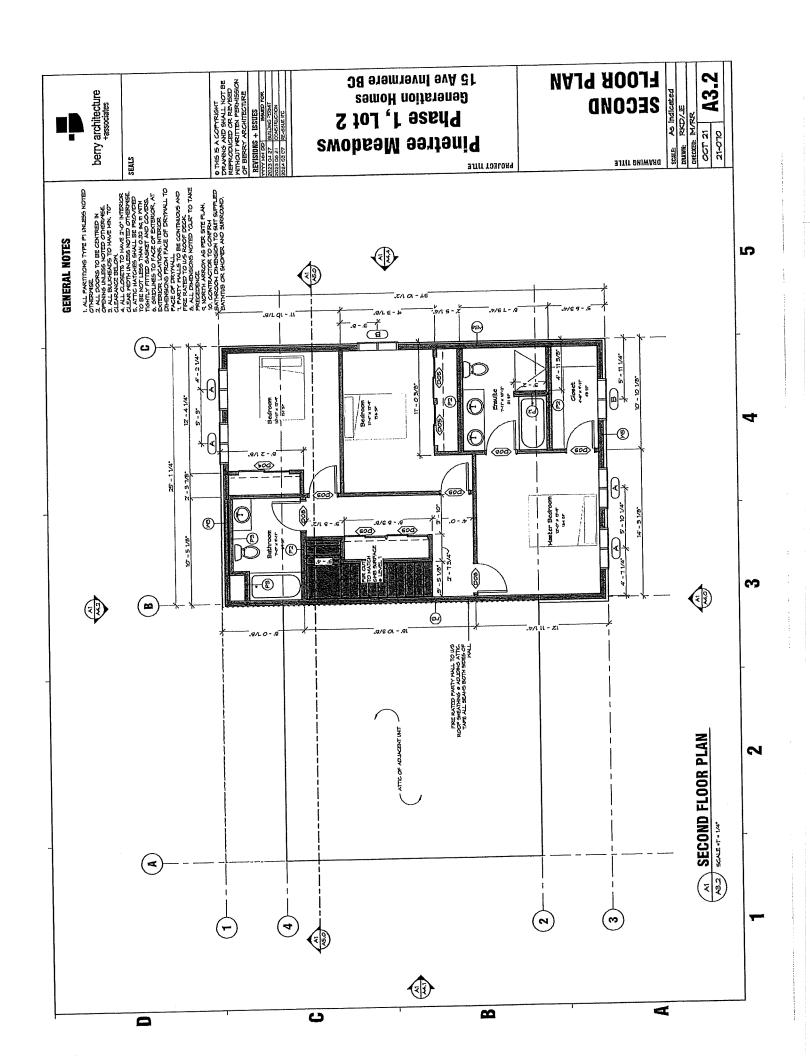
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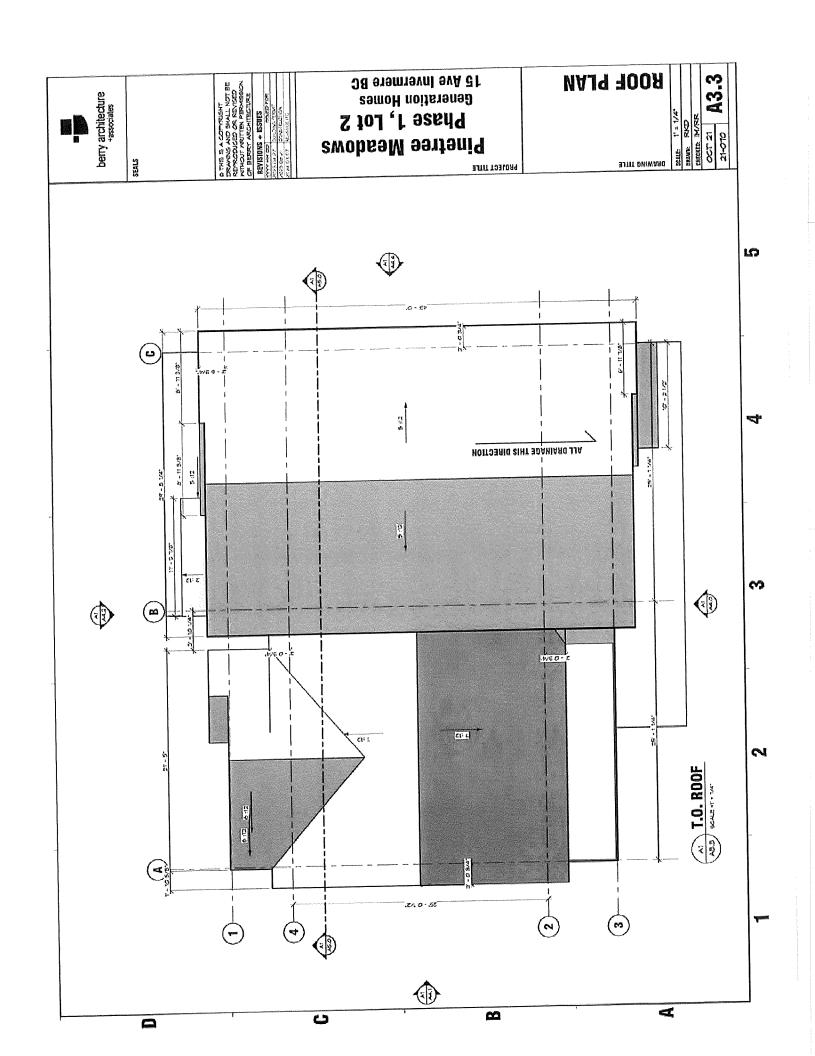
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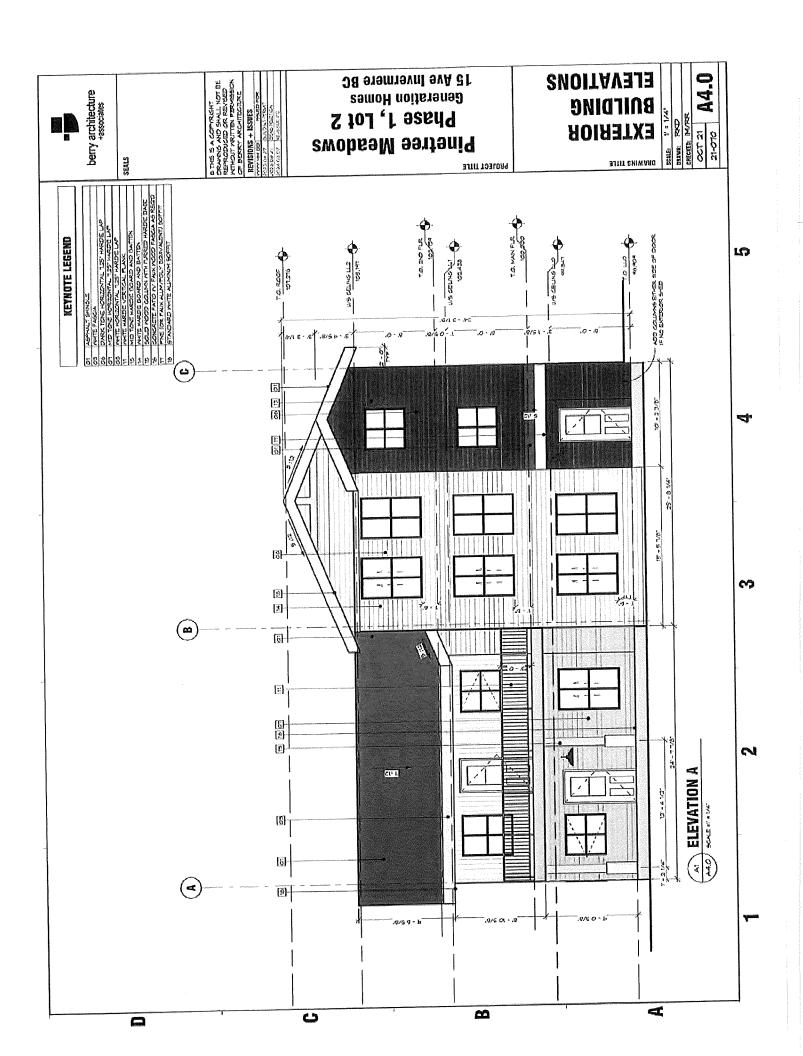


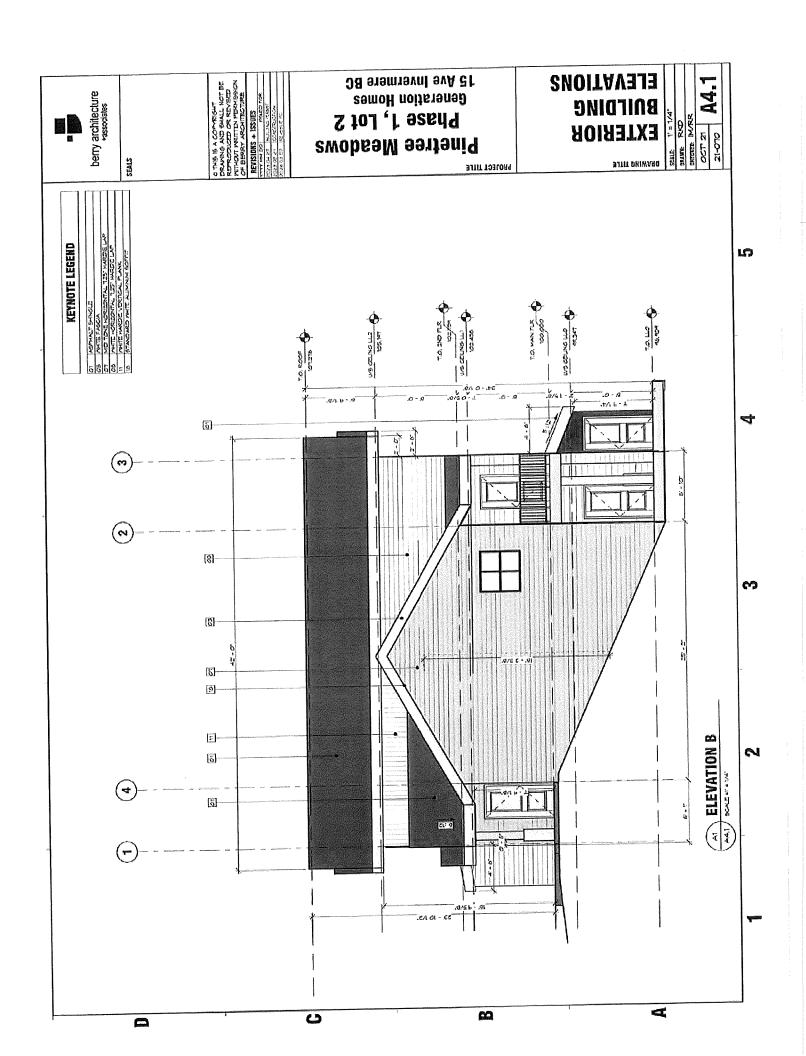


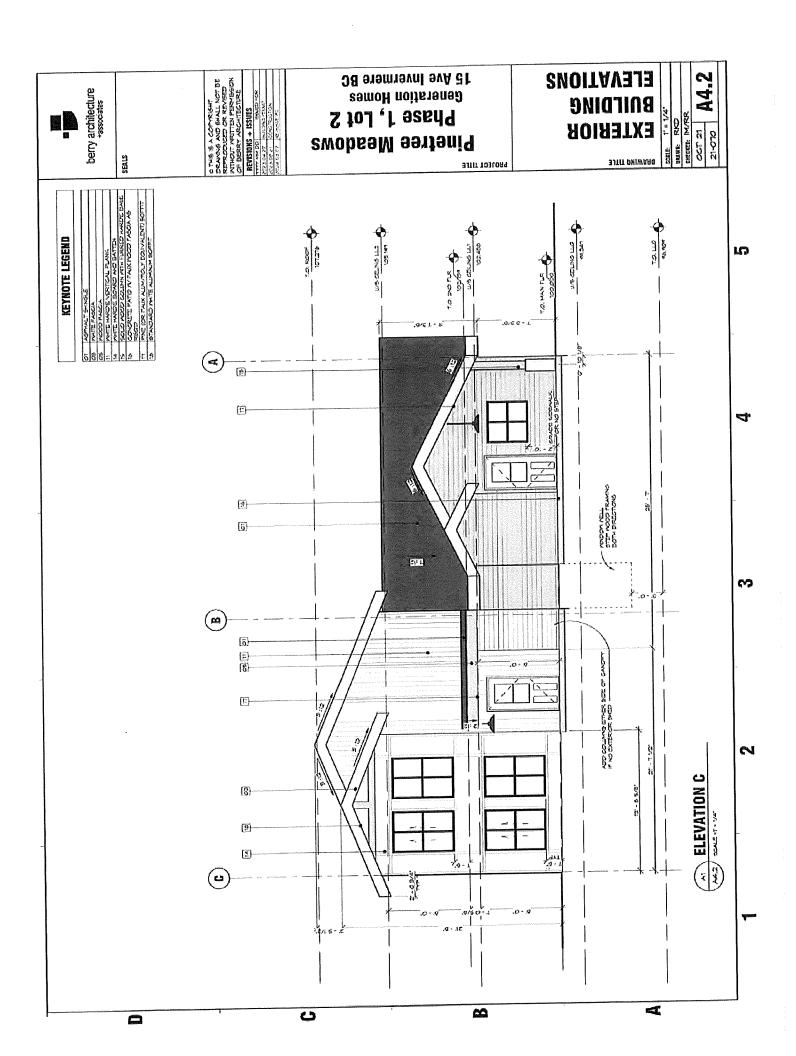


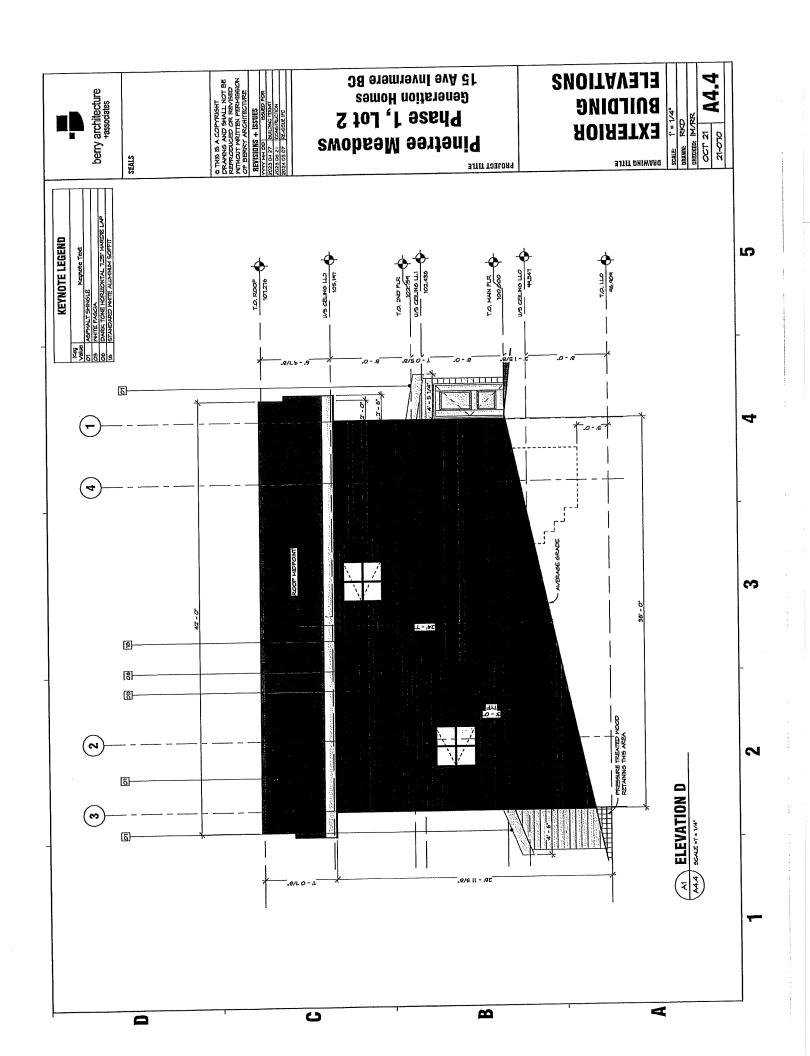


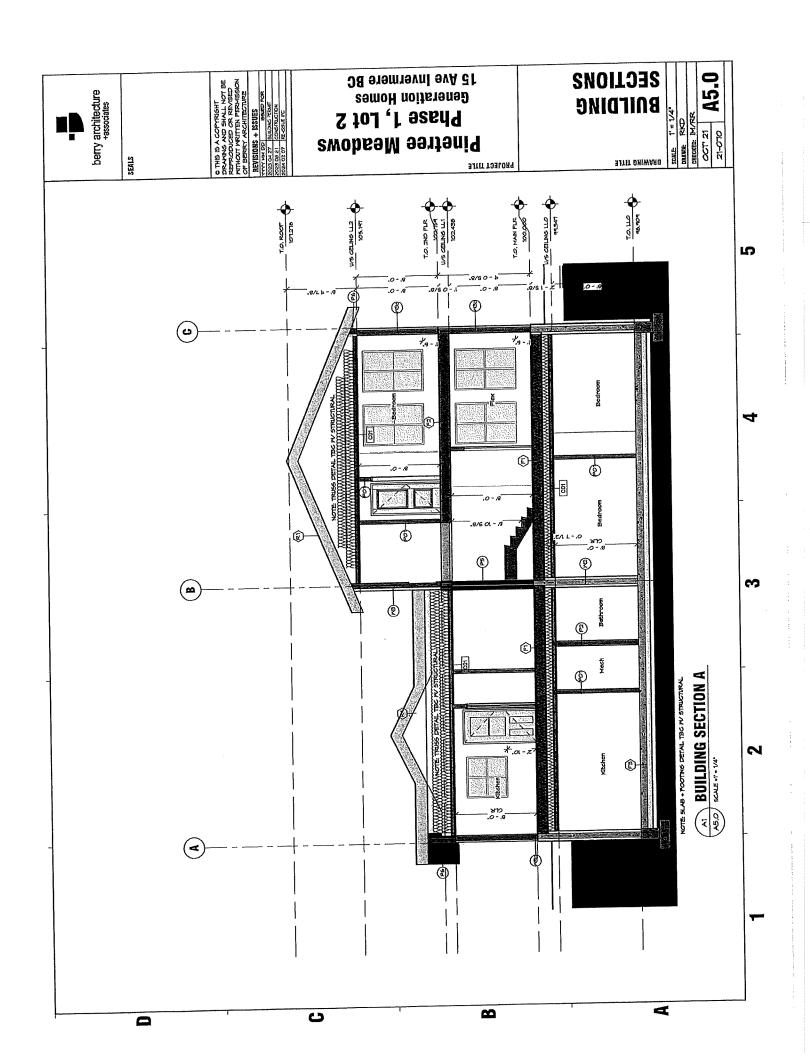


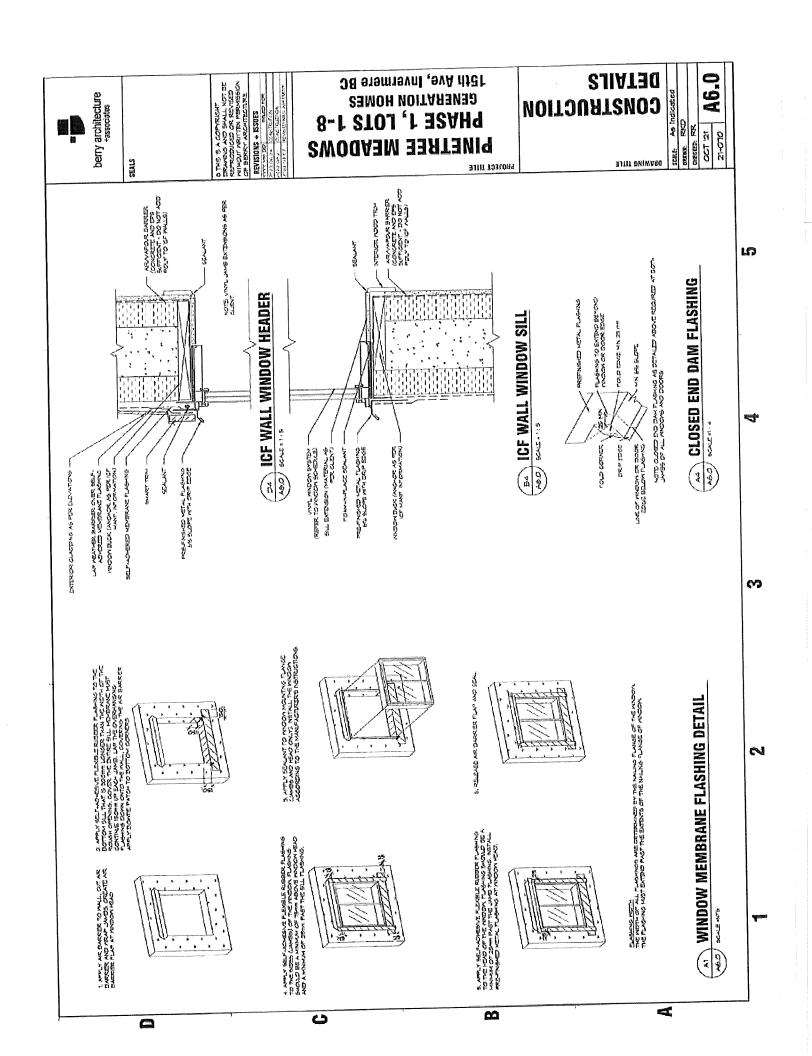


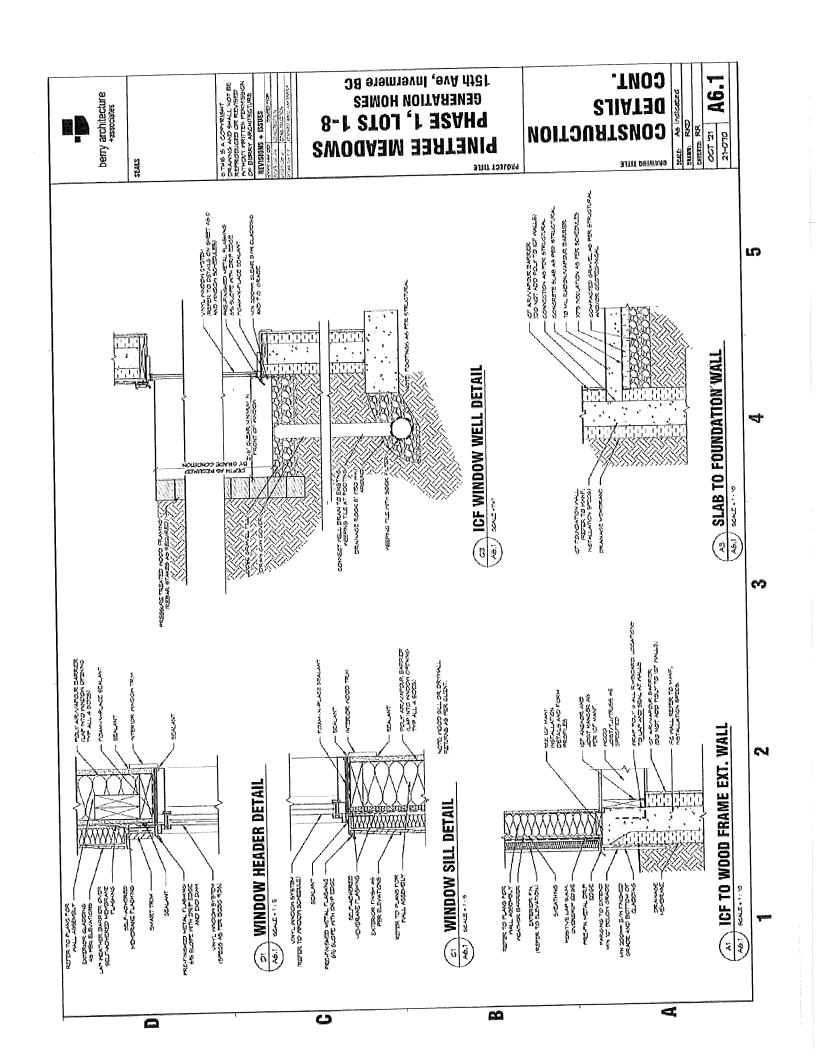


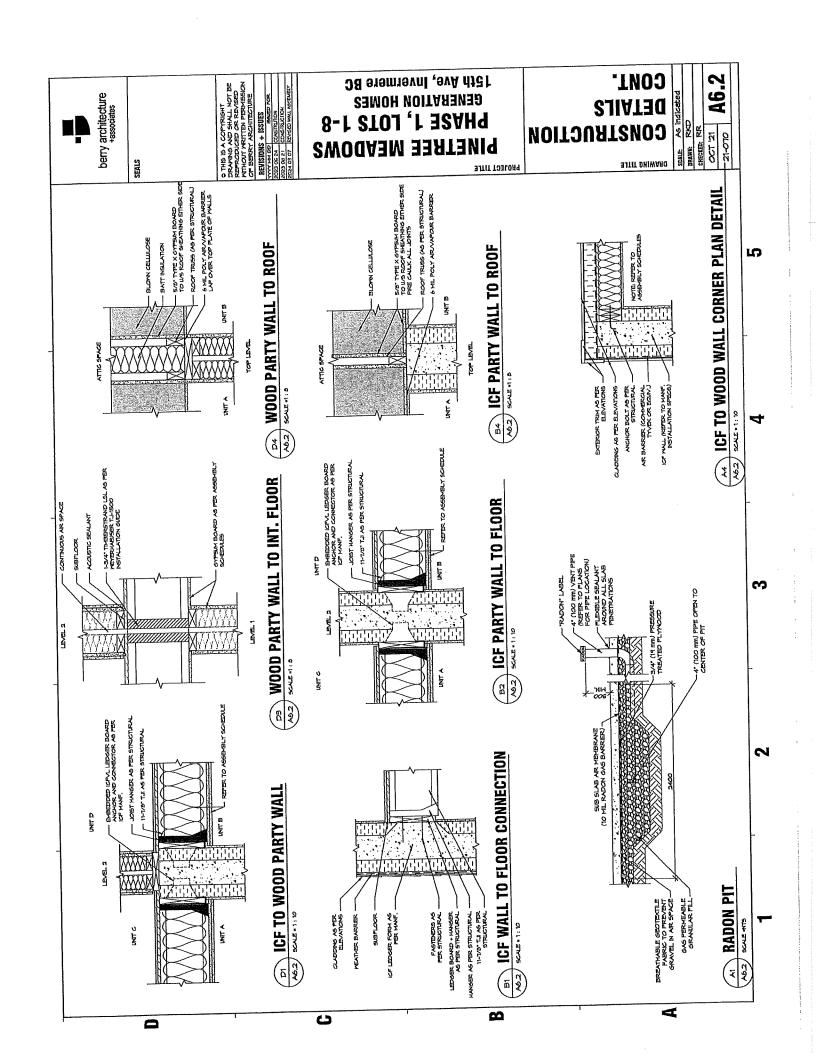


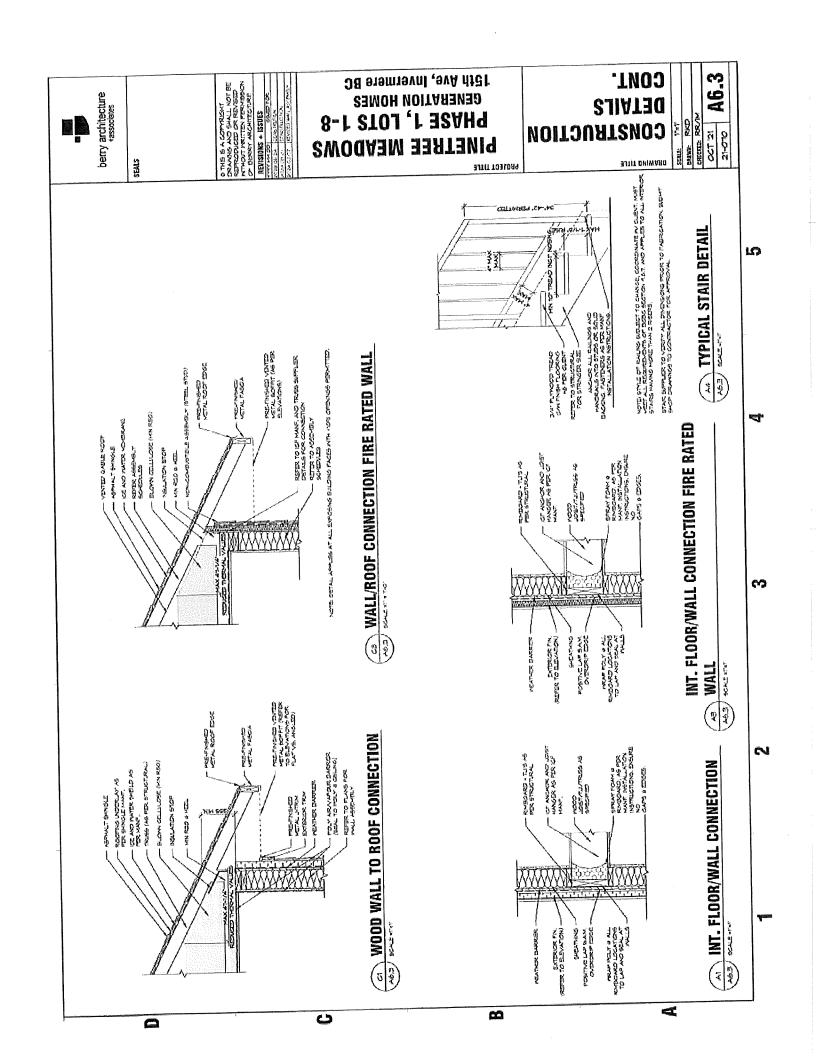




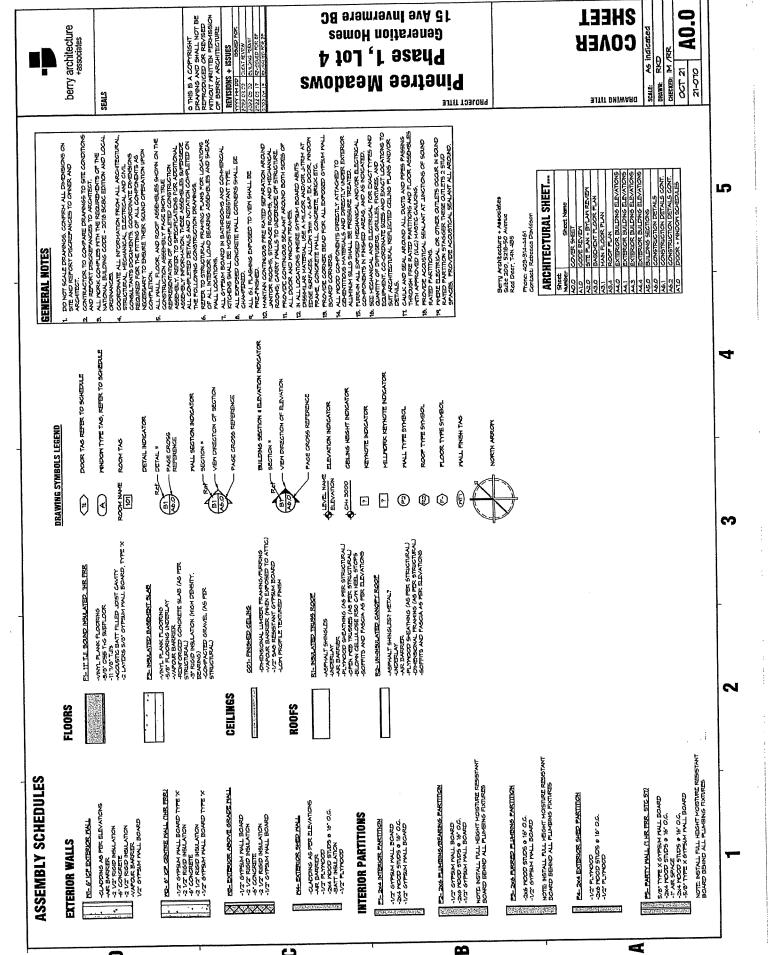






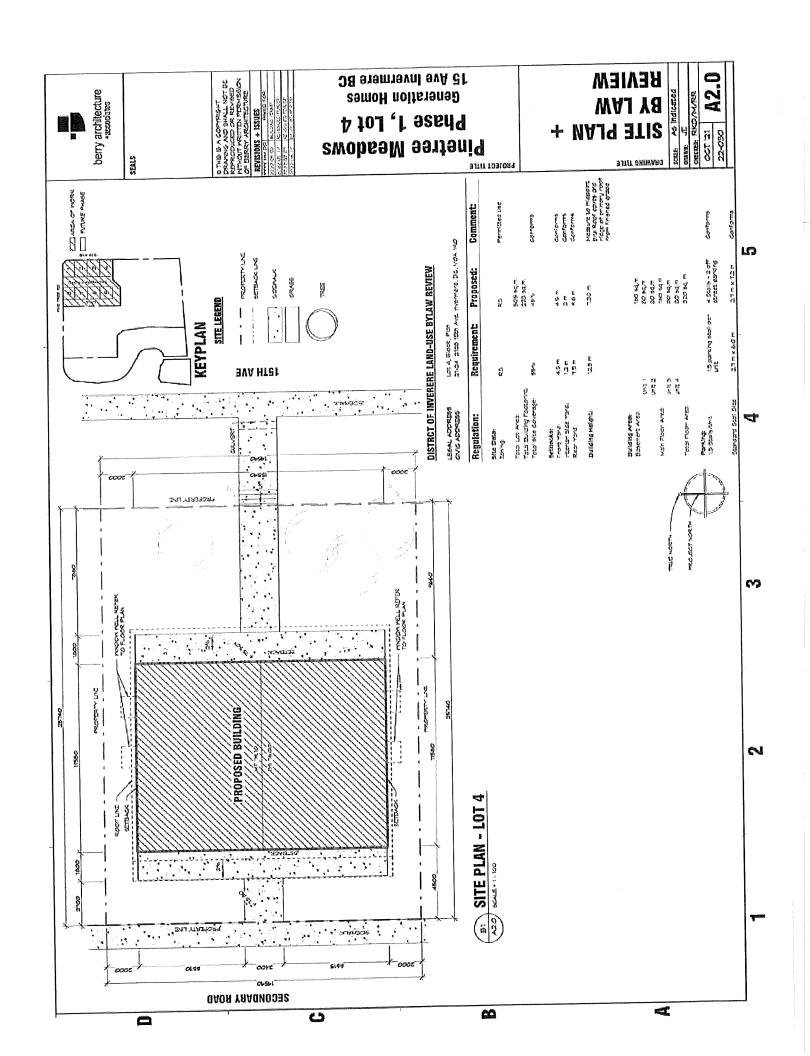


Phase 5 and Phase 8



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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.	6 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)

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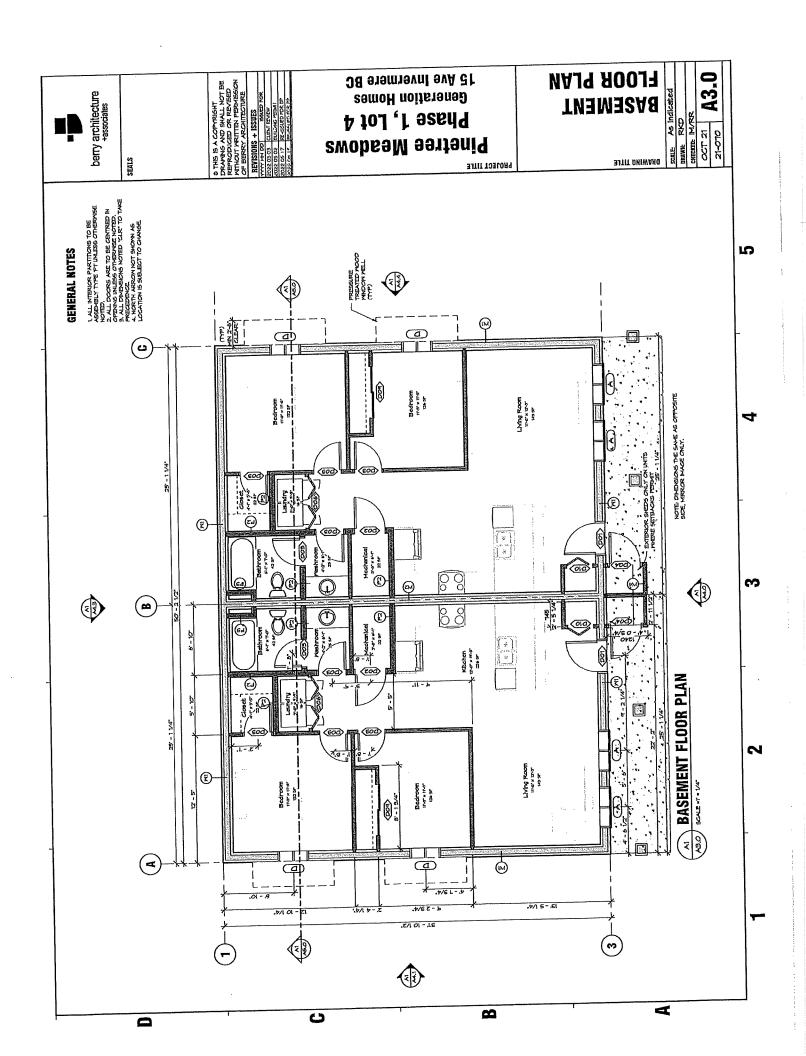
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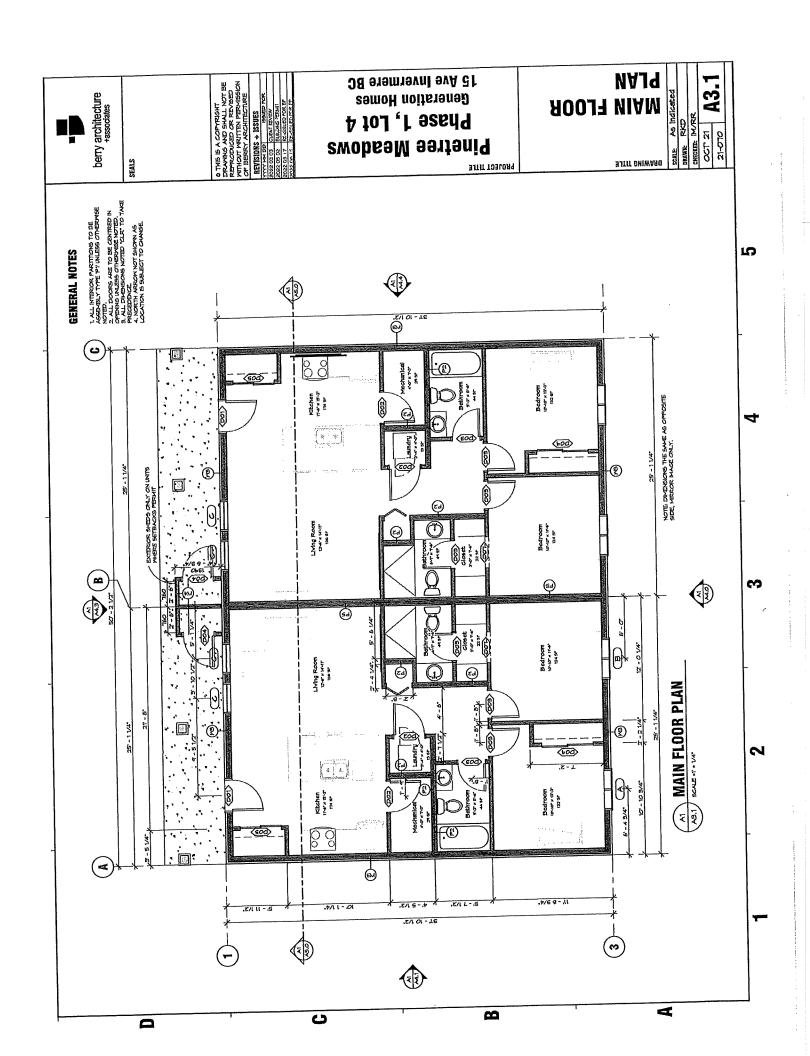
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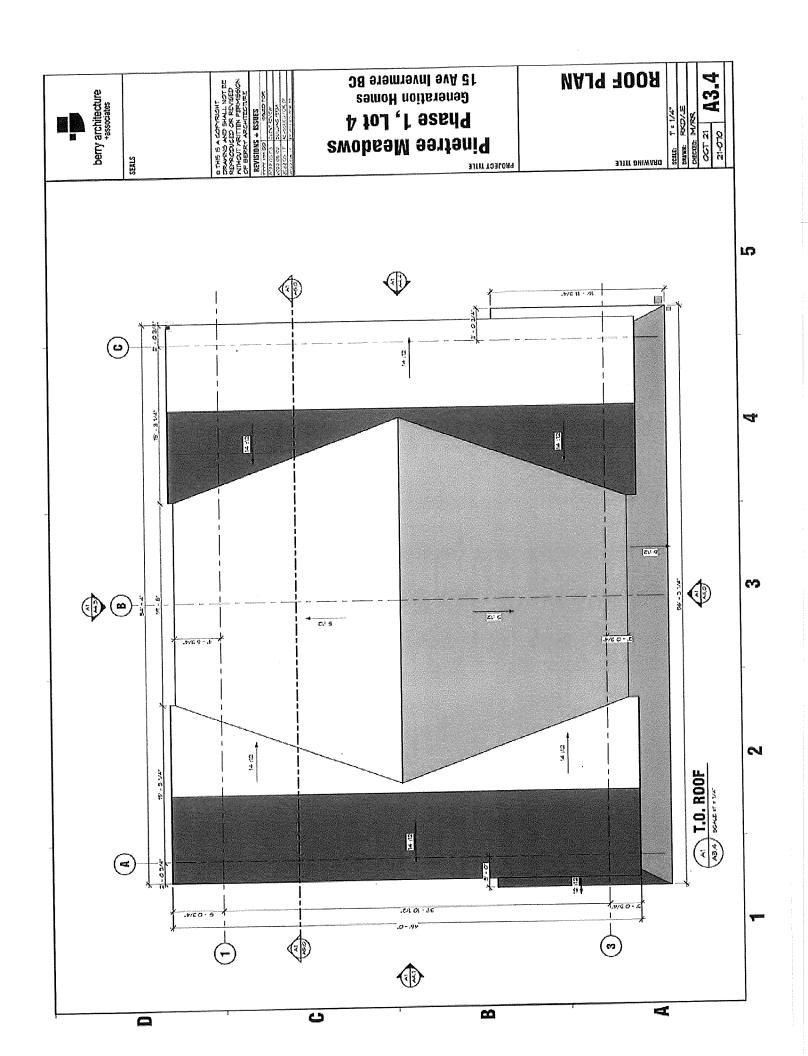
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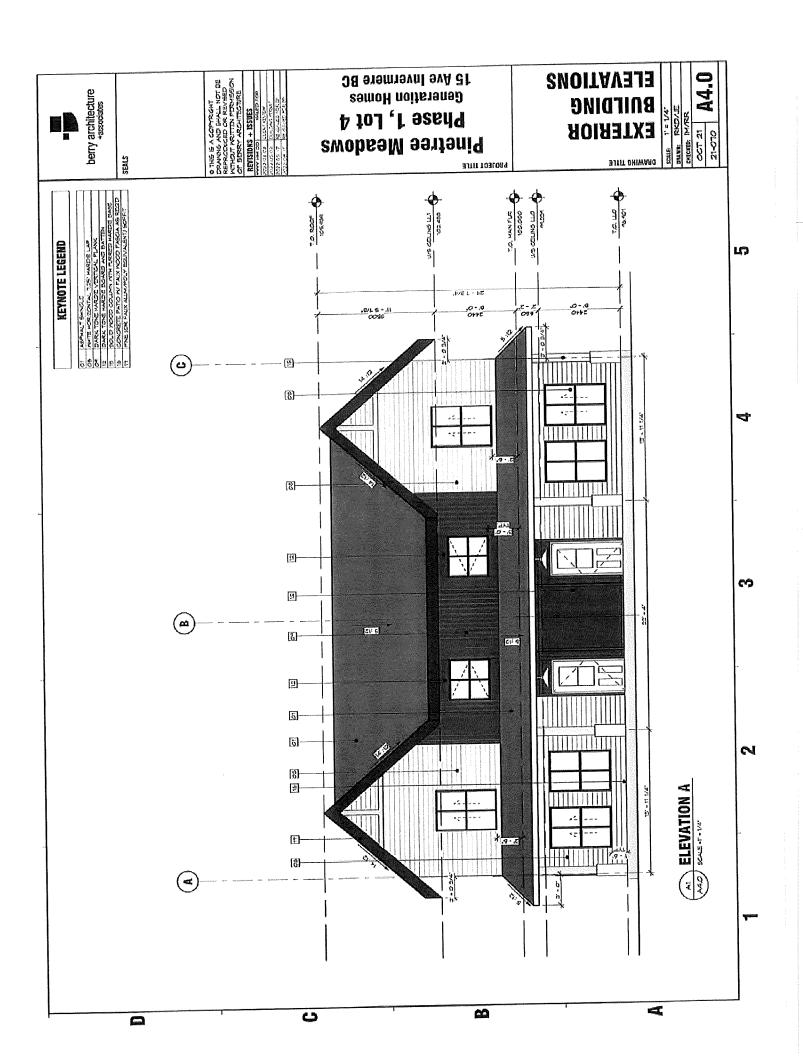
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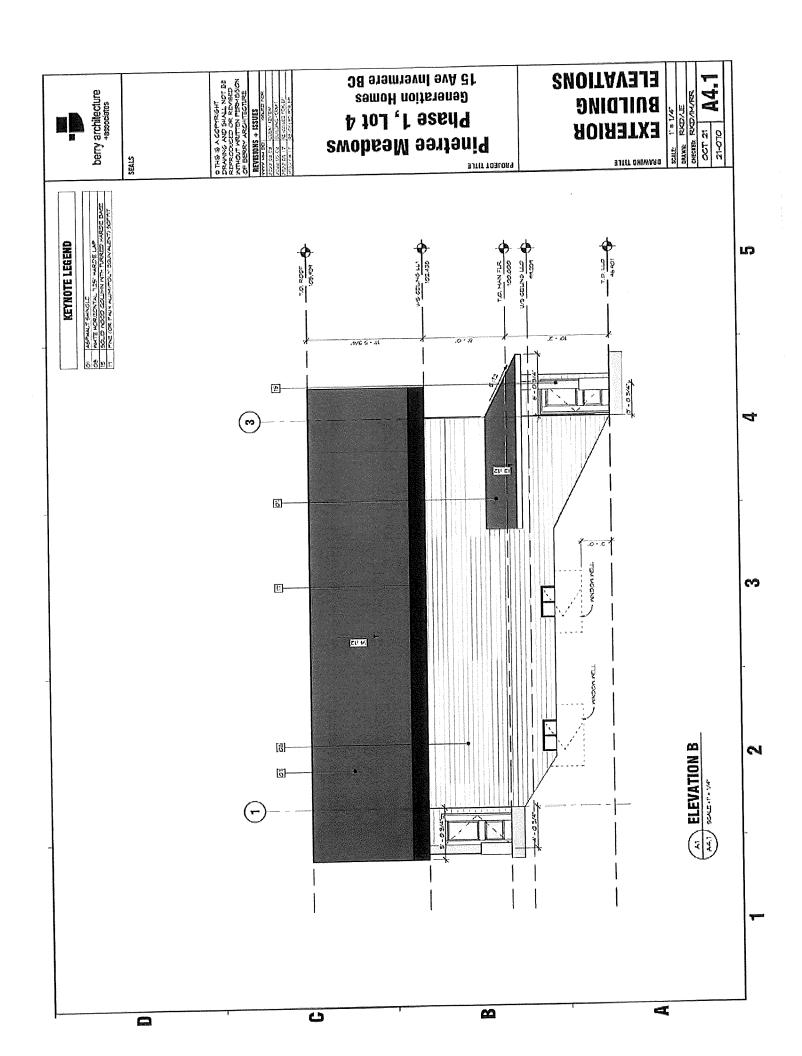
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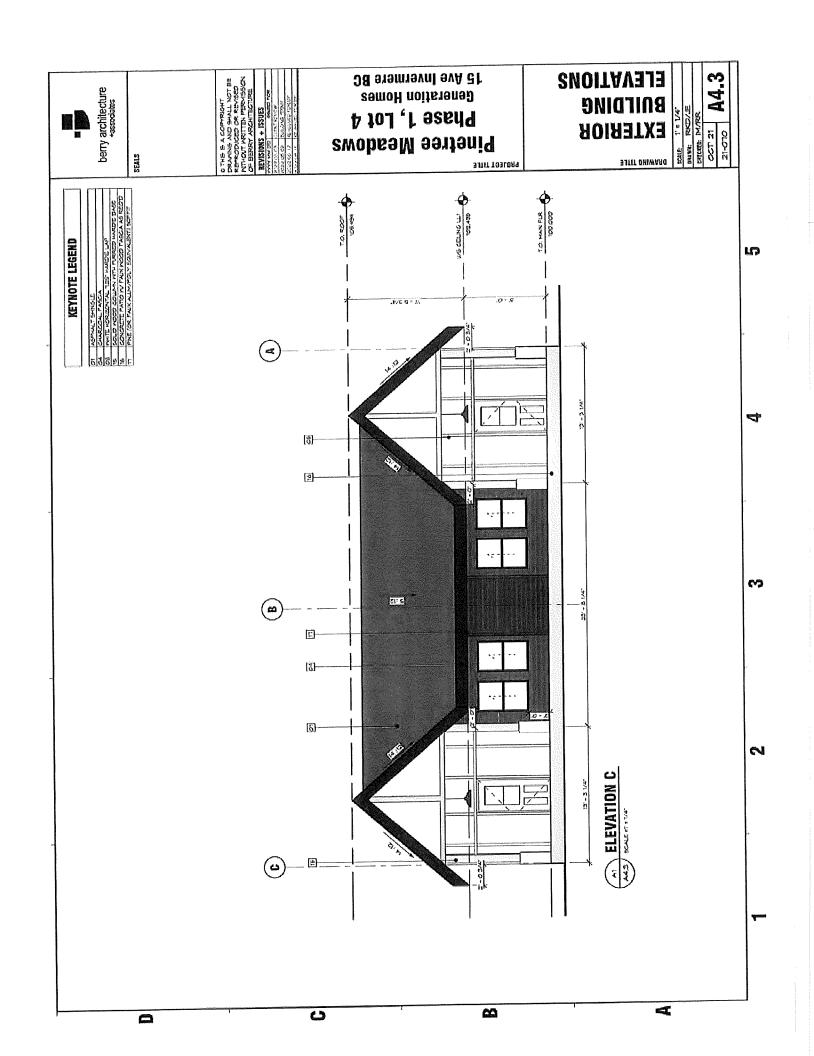


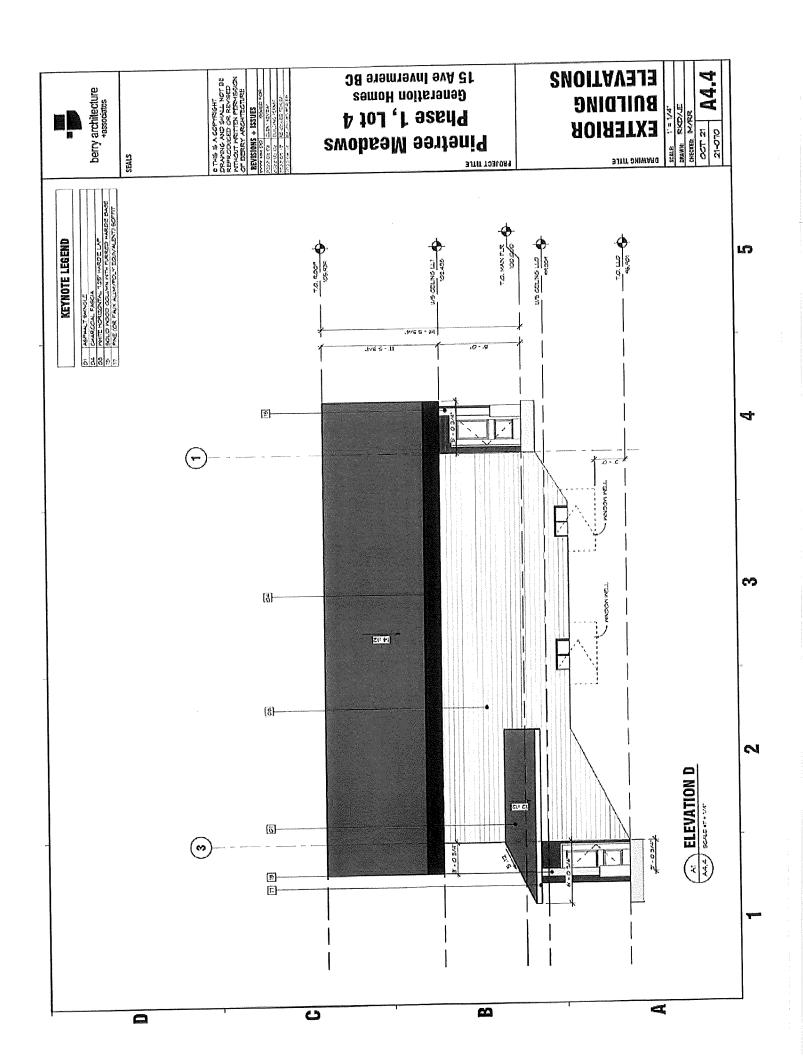


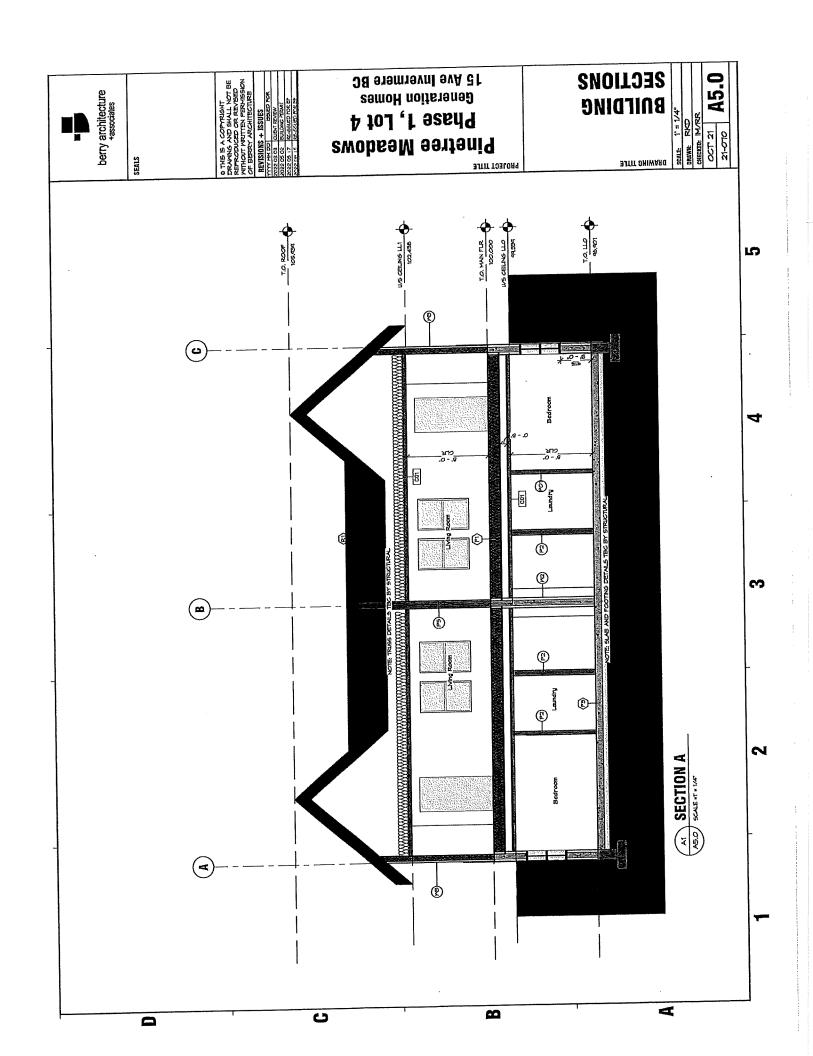


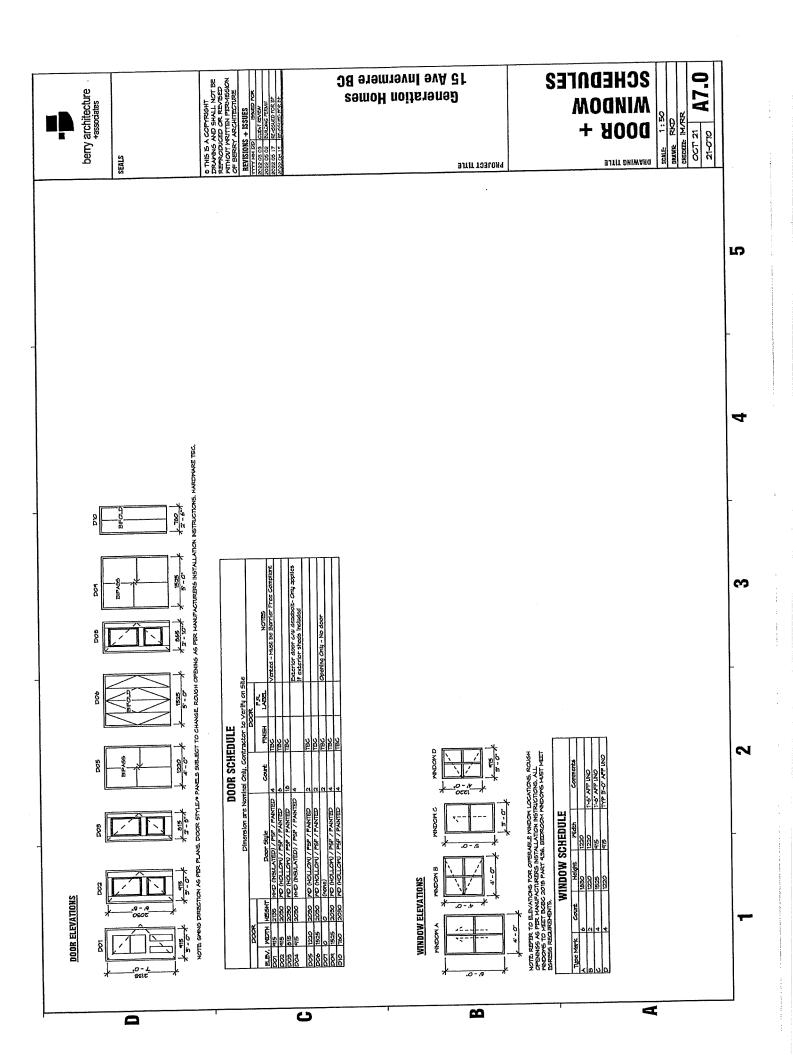










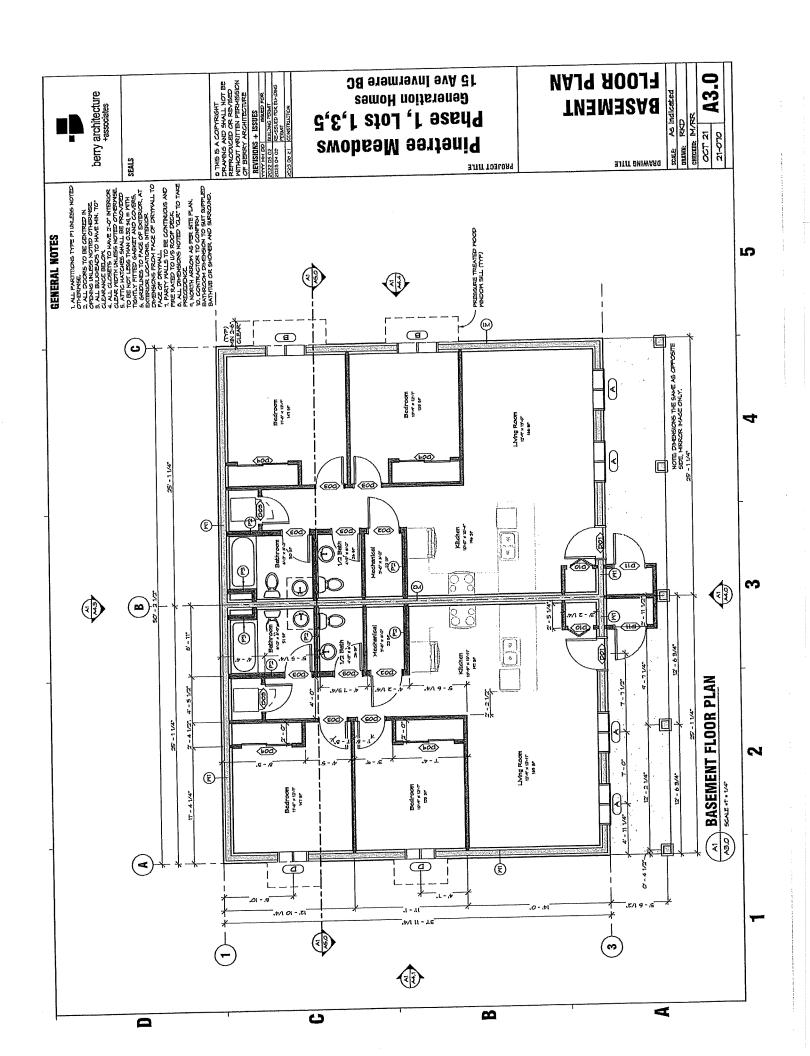


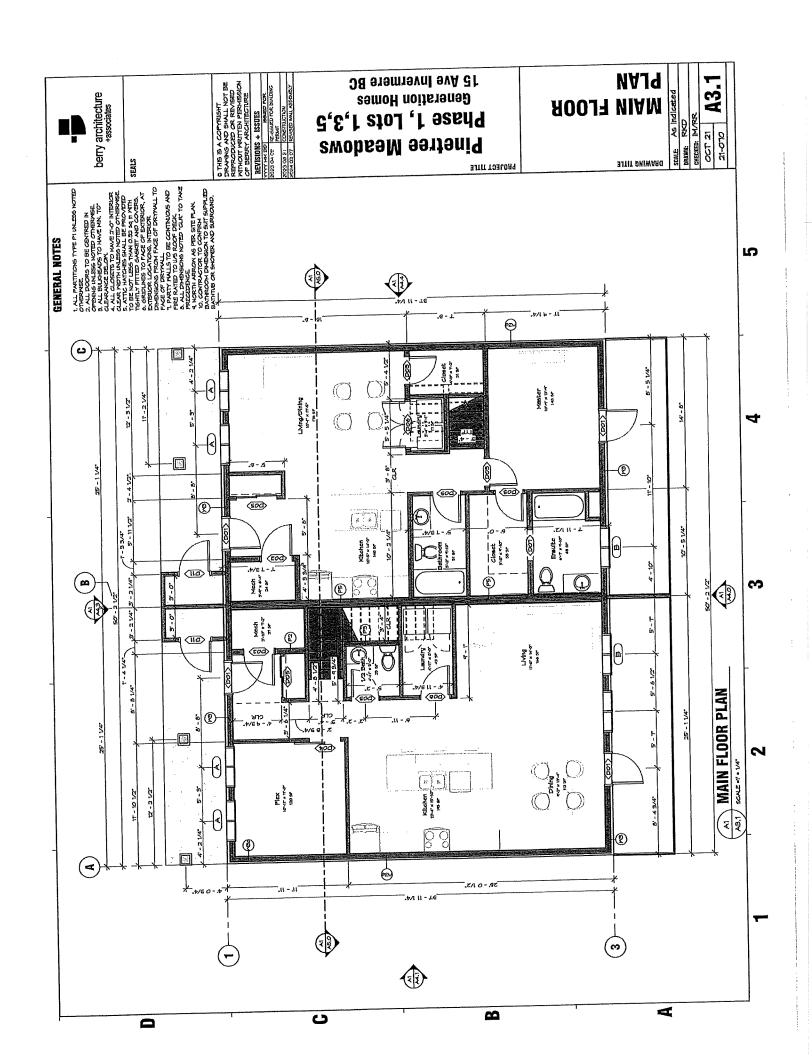
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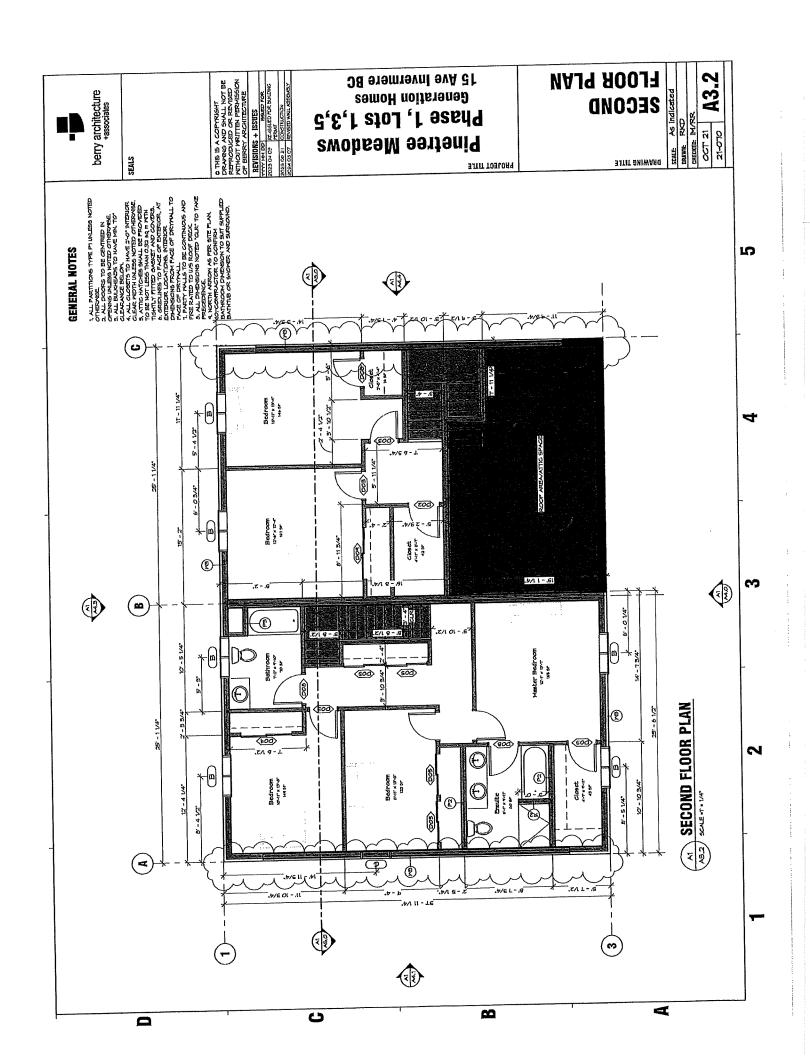
VISIONS + ISSUES THAT DO SE SELECTOR DALDING TO CE RELECTION FOR DALDING SCALE. As indicated DRAWIL RKD CHEKED: IM/RR berry architecture Generation Homes CONER Phase 1, Lots OCT 21 21-0-12 Pinetree Meadows SEALS BUTT DHIWARO PROJECT TITLE ALL WALL, FLOOR, AND ROOF ASSENDED SHOW ON THE CONTRIGHTORN ASSENDED SHOWED SHOWING THE SHOW THE SEPREMENT OF CONTRIGHTORN SHOWS TO SPECIALISMS FROM ASSENDED ALL COMPLETED CONTRIGHES SUPPRISED ALL COMPLETED ON THE FOLLOWING CONSTITUTION OF PRINCIPLING TO SPECIALISMS SHOWING THE FOLLOWING CONSTITUTION DRAWNES. 6. RETEX TO STRUCTURAL PRAYING PLANK FOR LOCATIONS OF ALL INTERIOR LOS BEARING PLANK 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 PACCIA. 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/DEARING 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

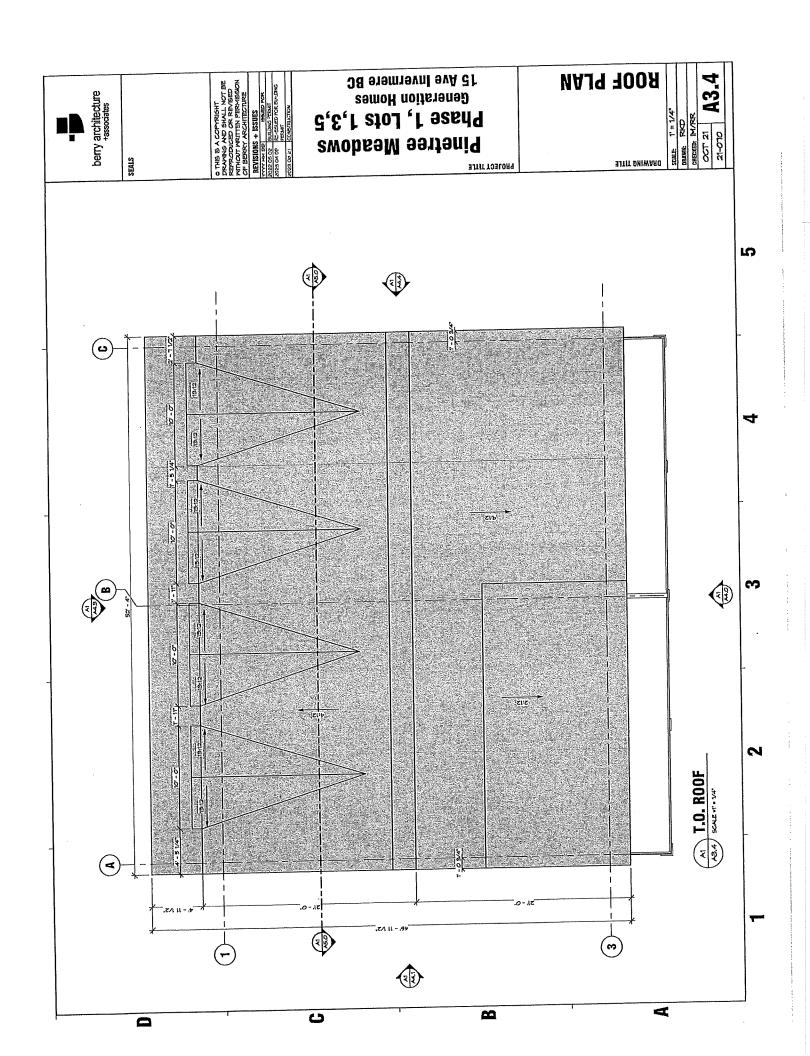
15 Ave Invermere BC

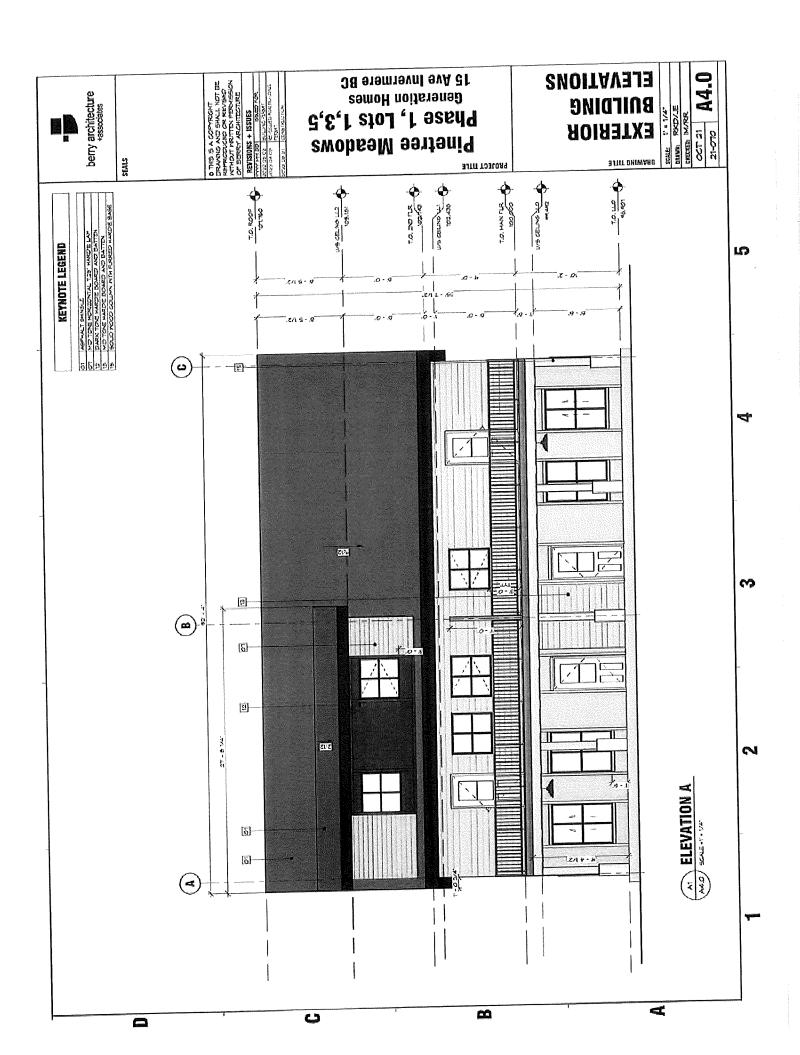
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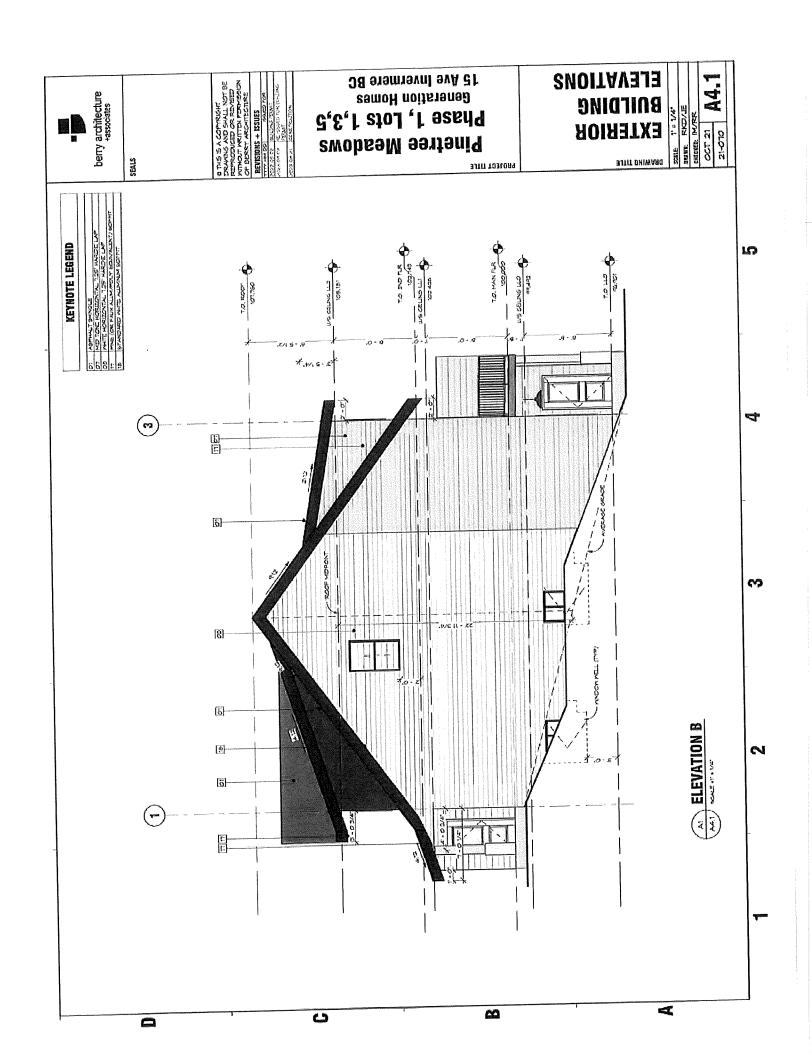


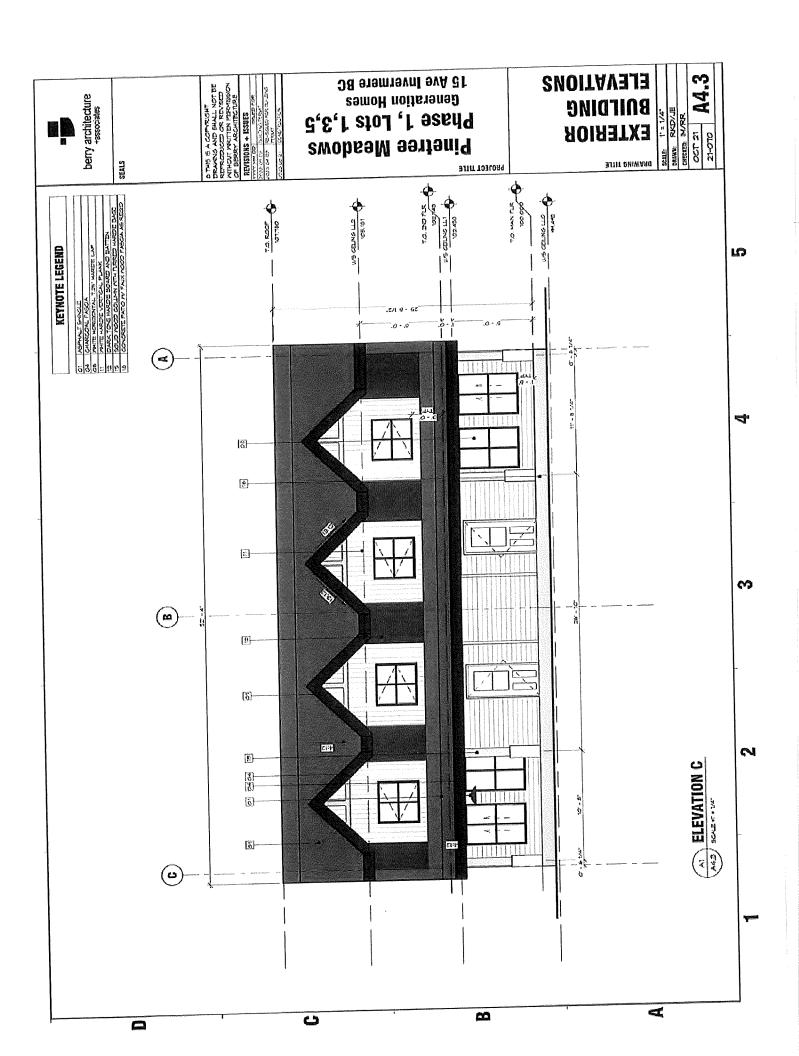


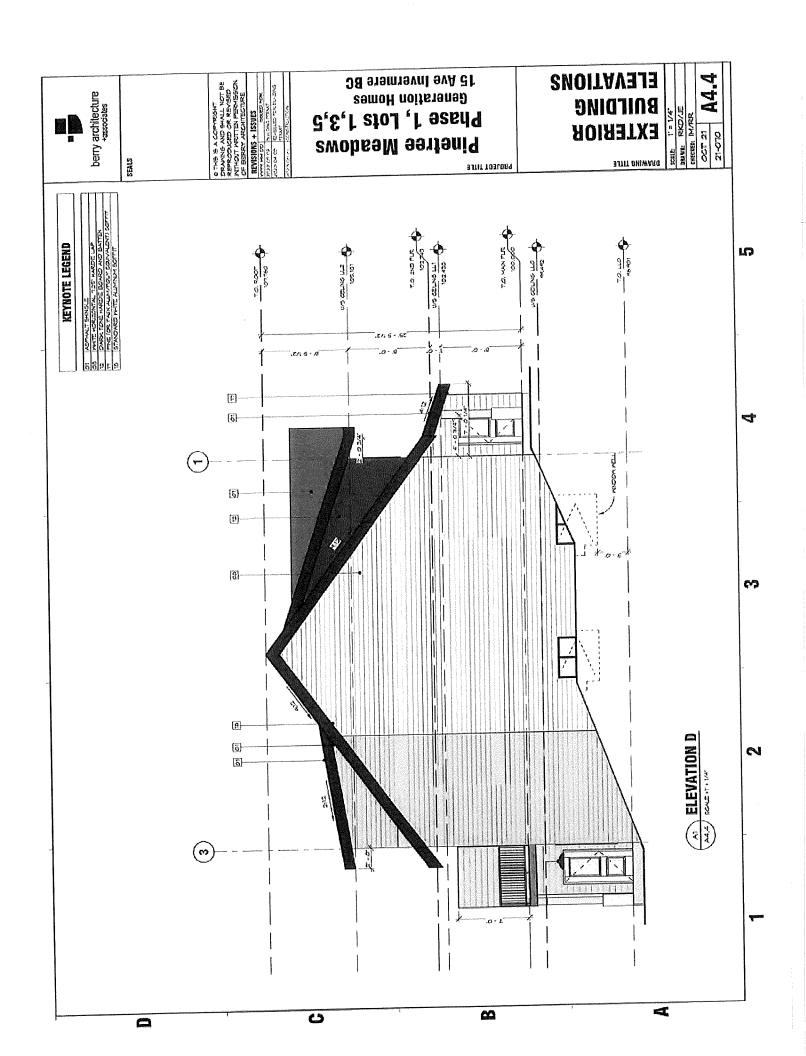


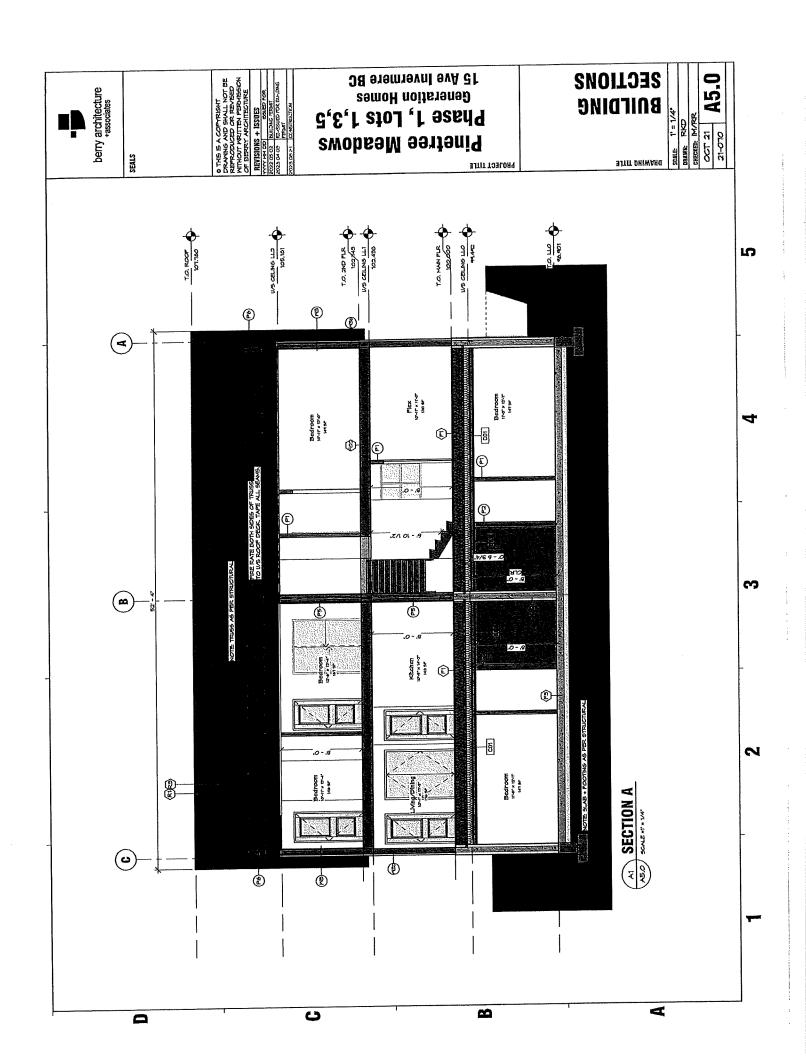


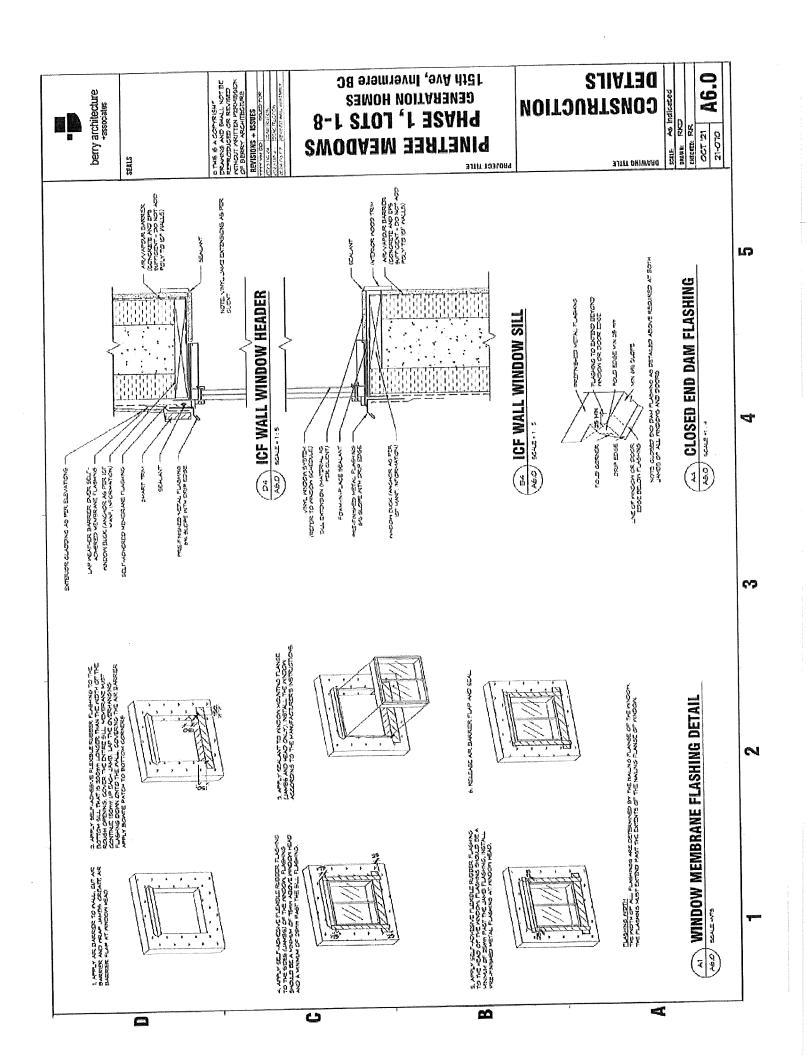


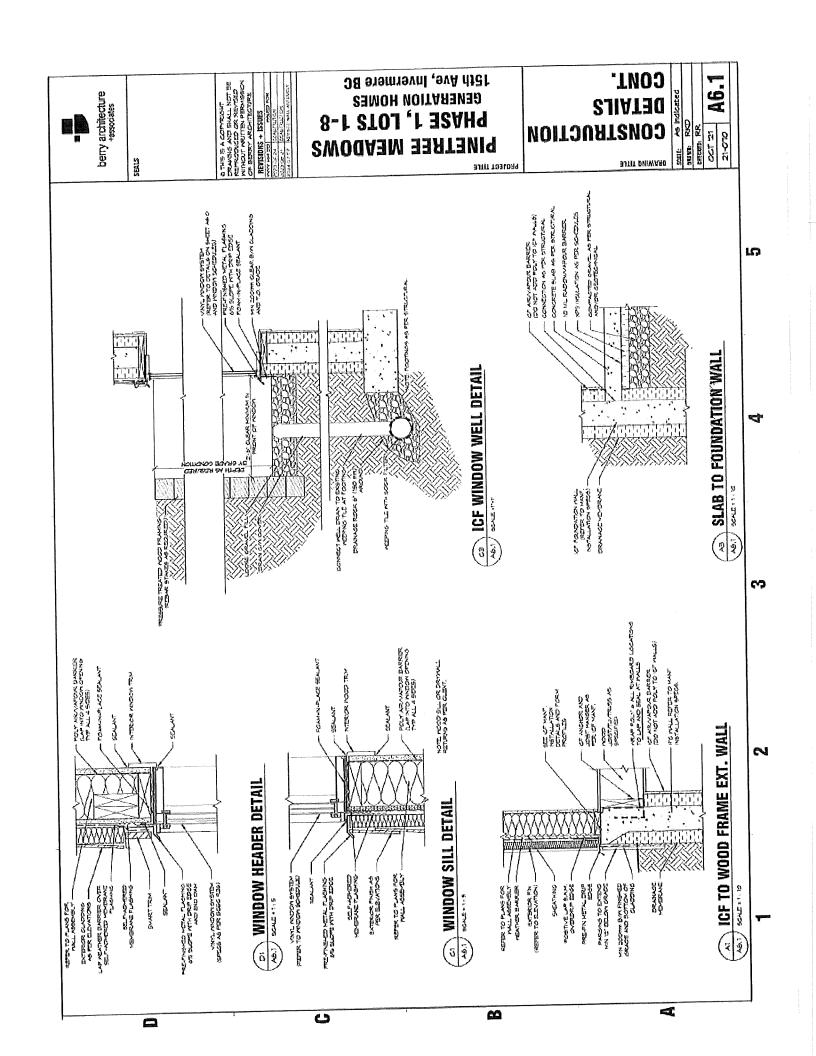


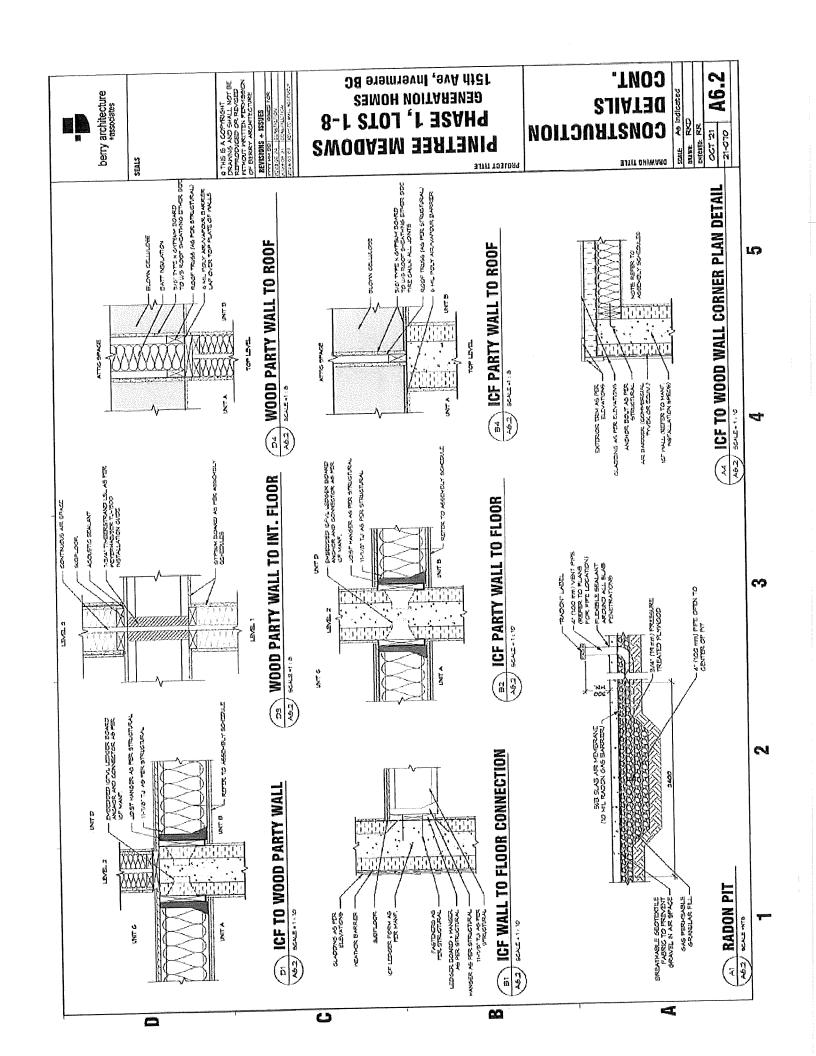


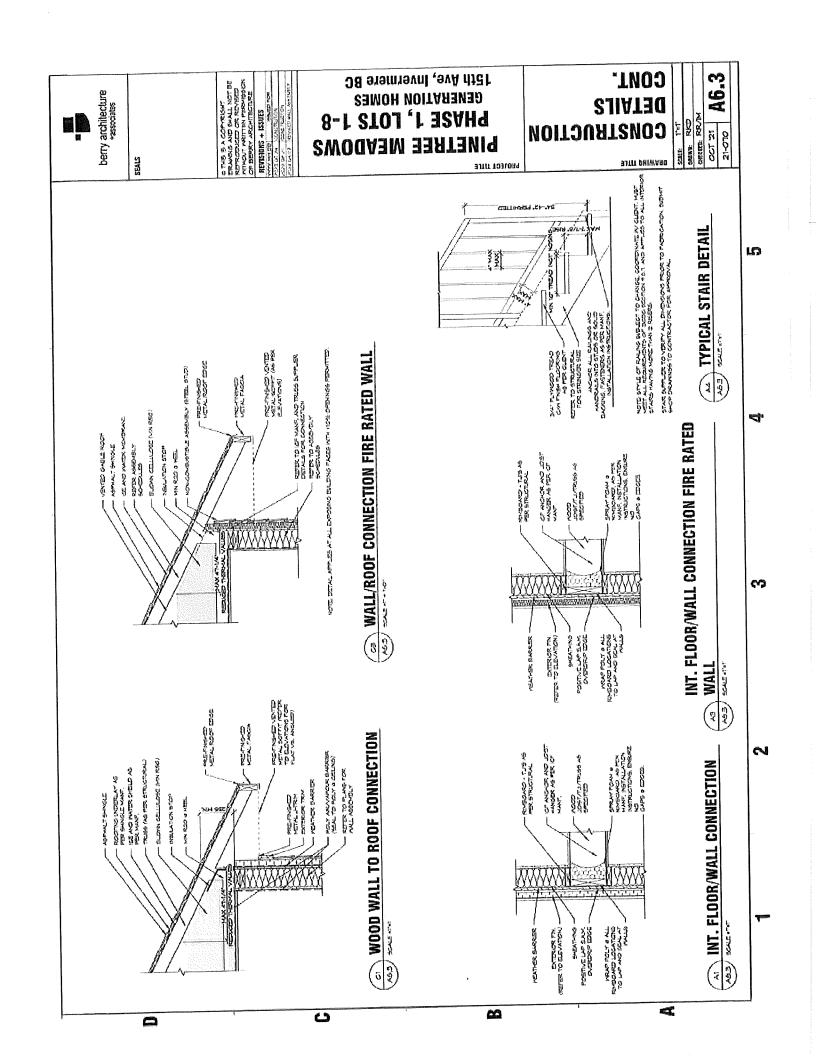




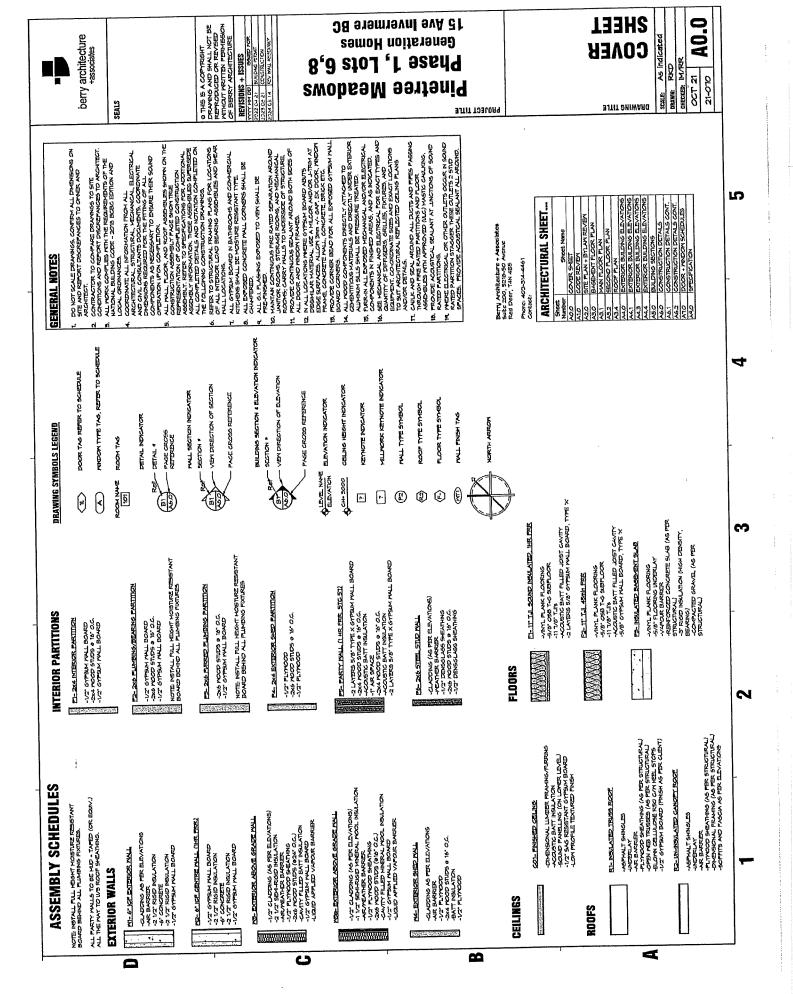


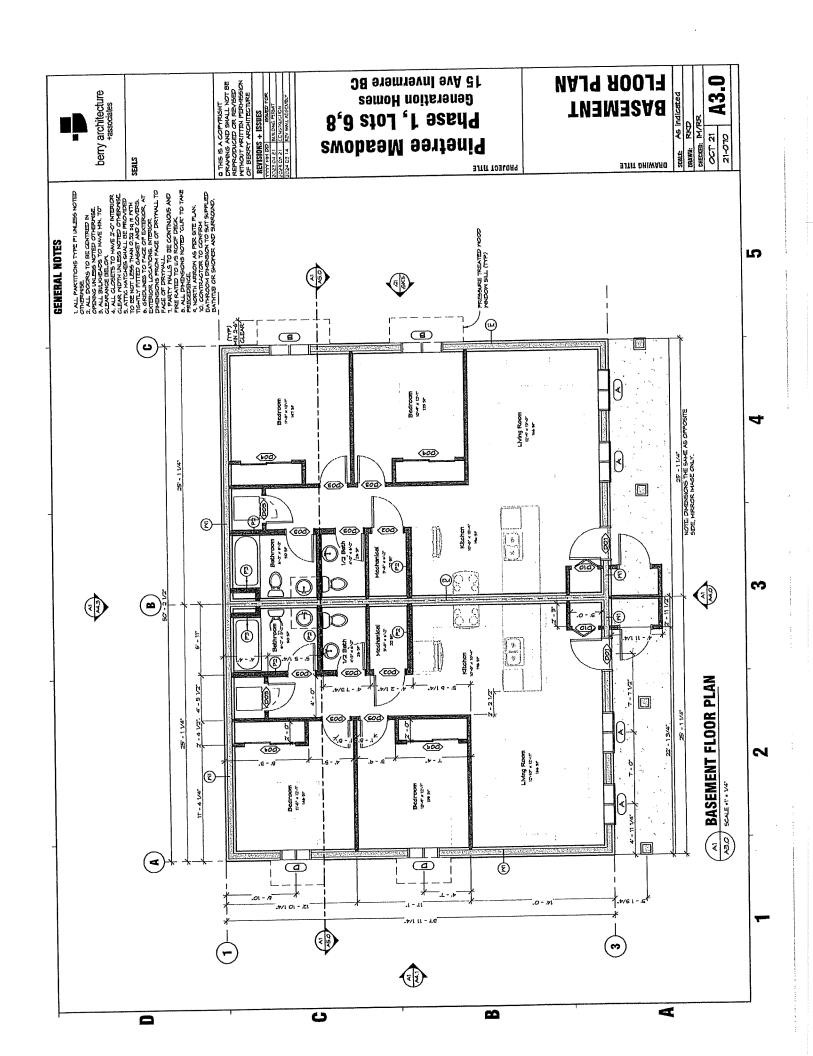


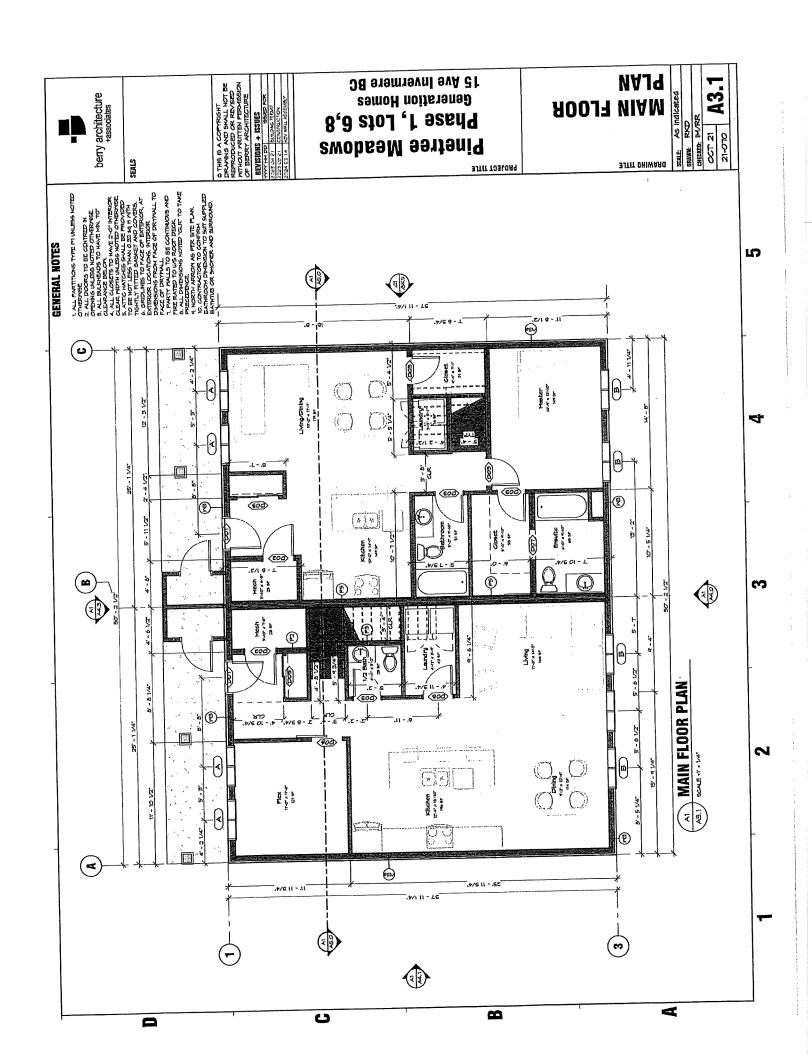


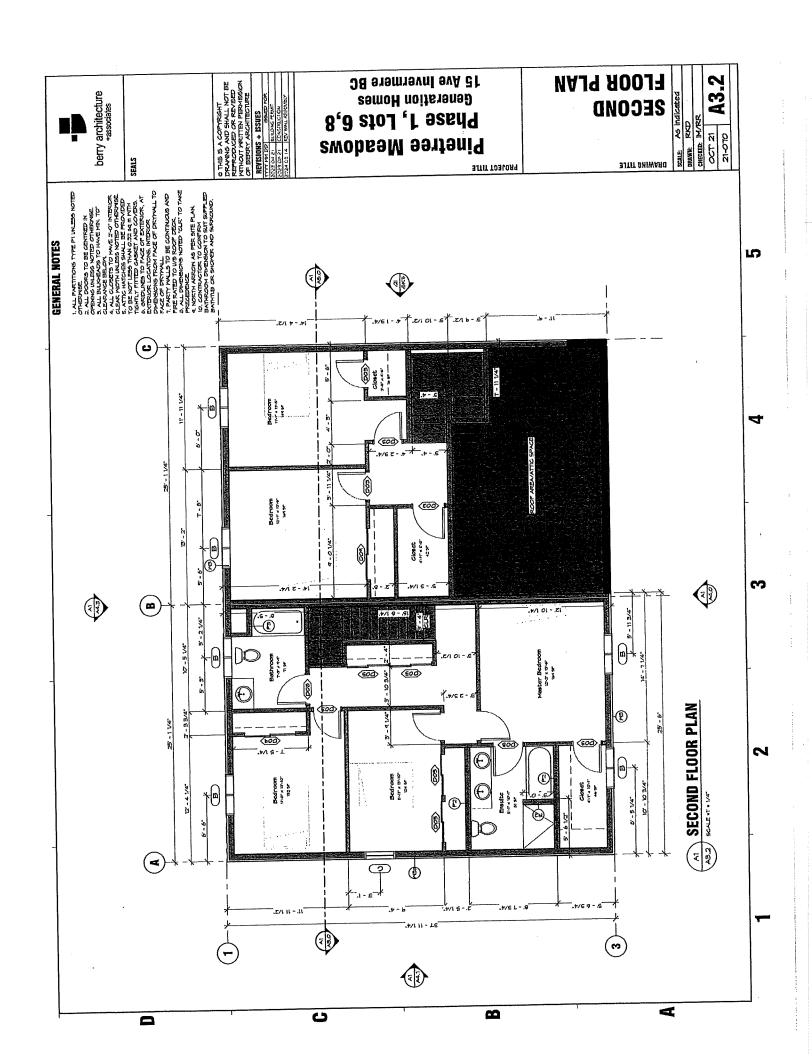


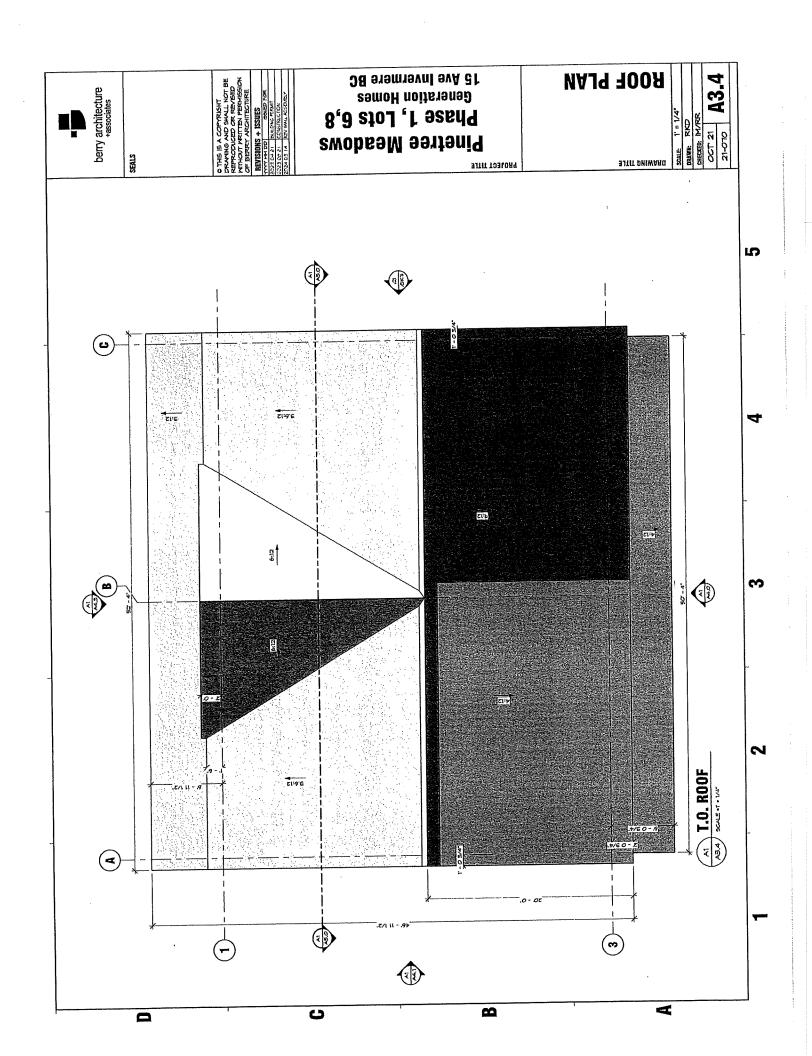
Phase 7

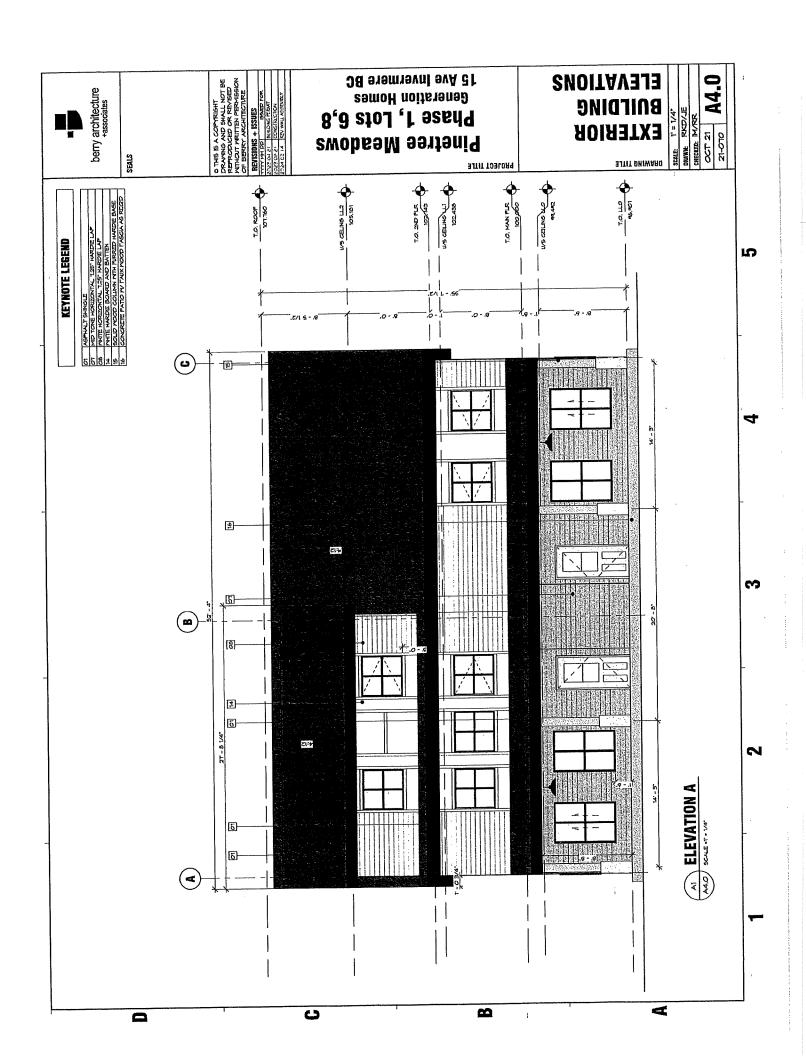


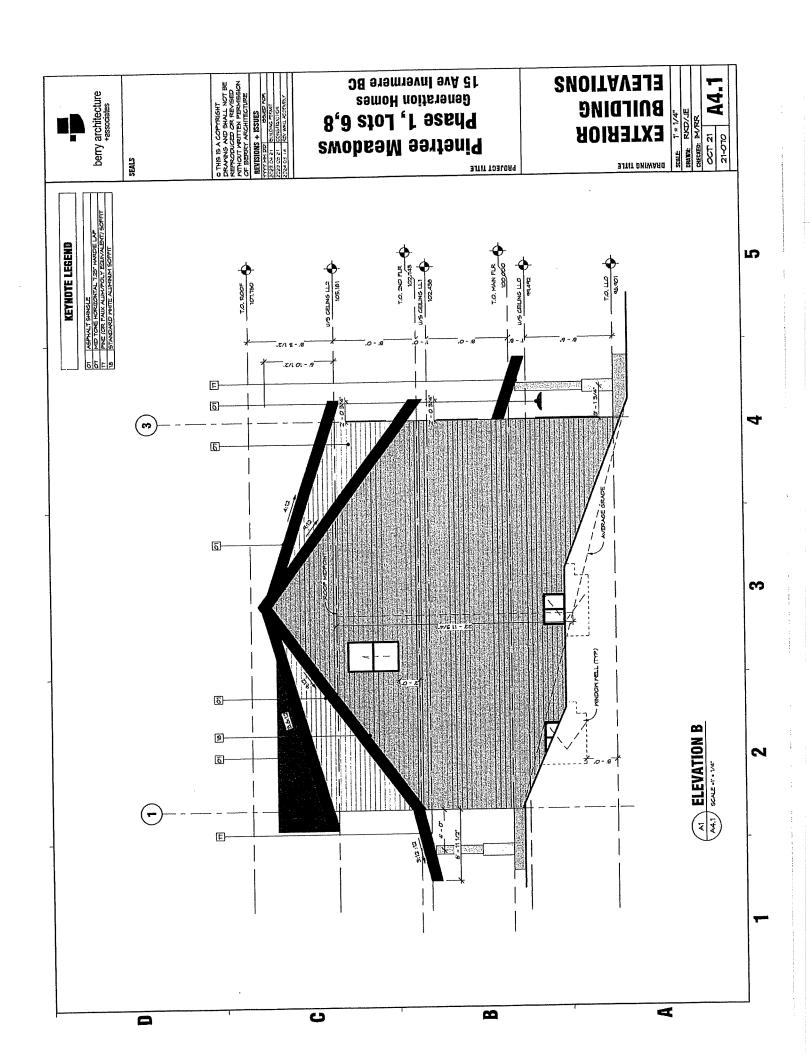


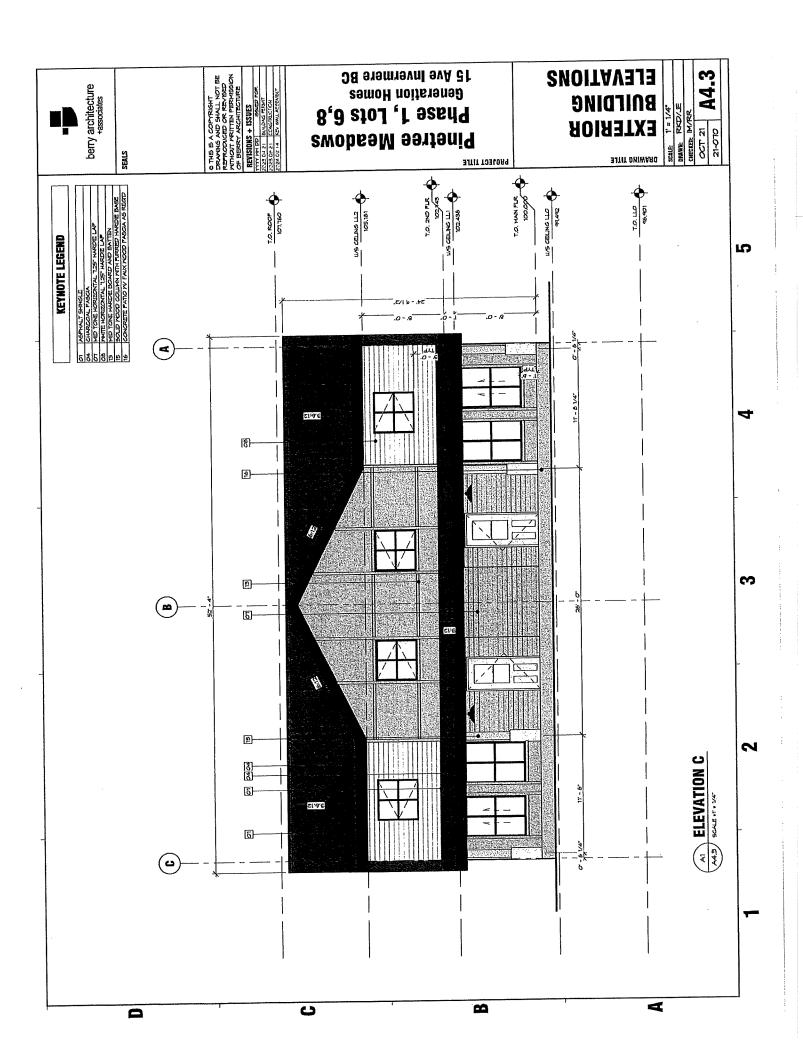


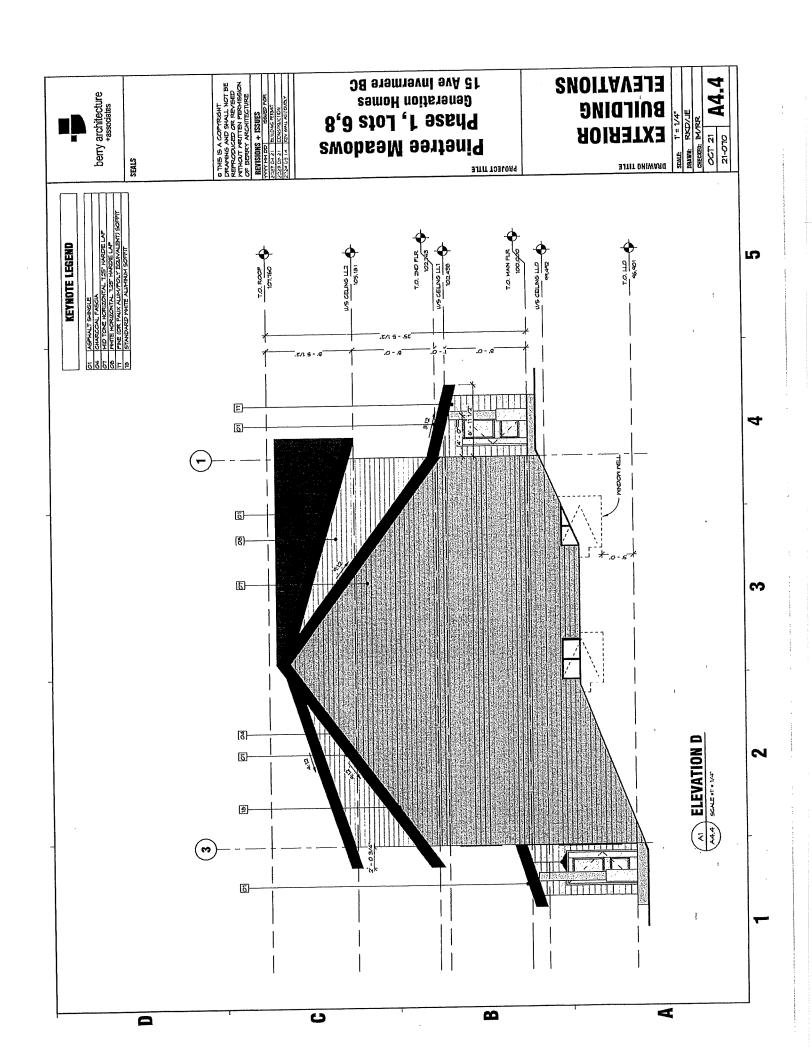


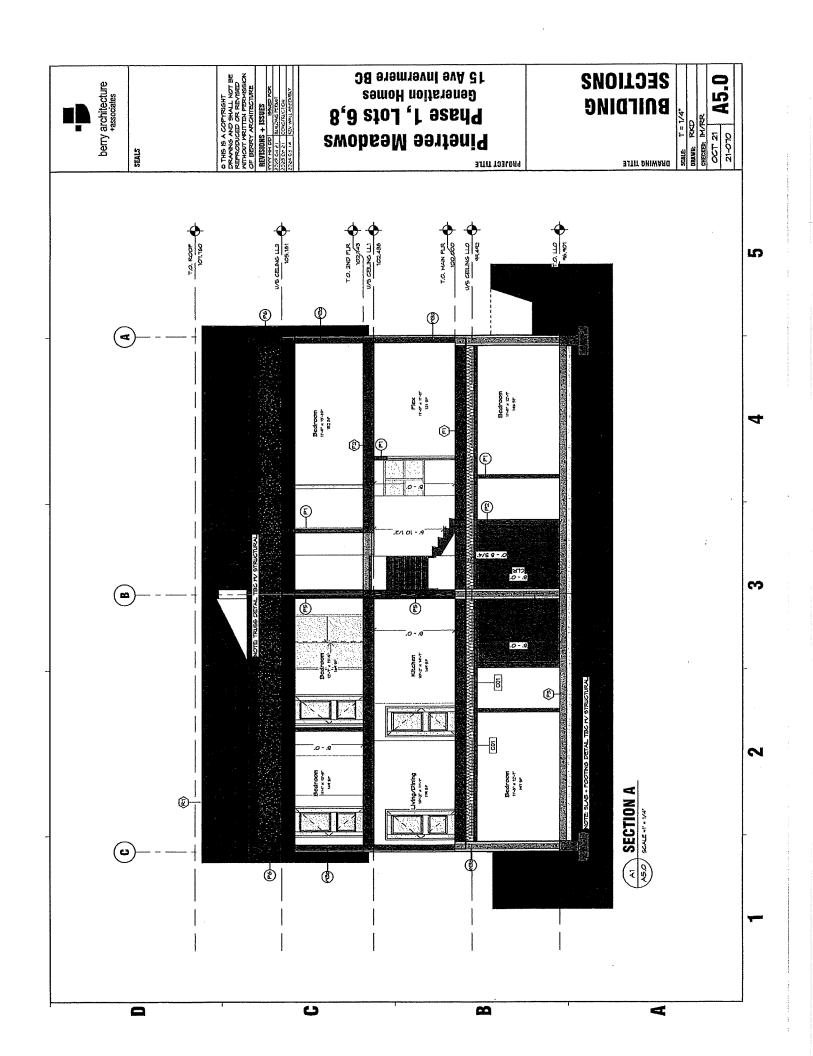


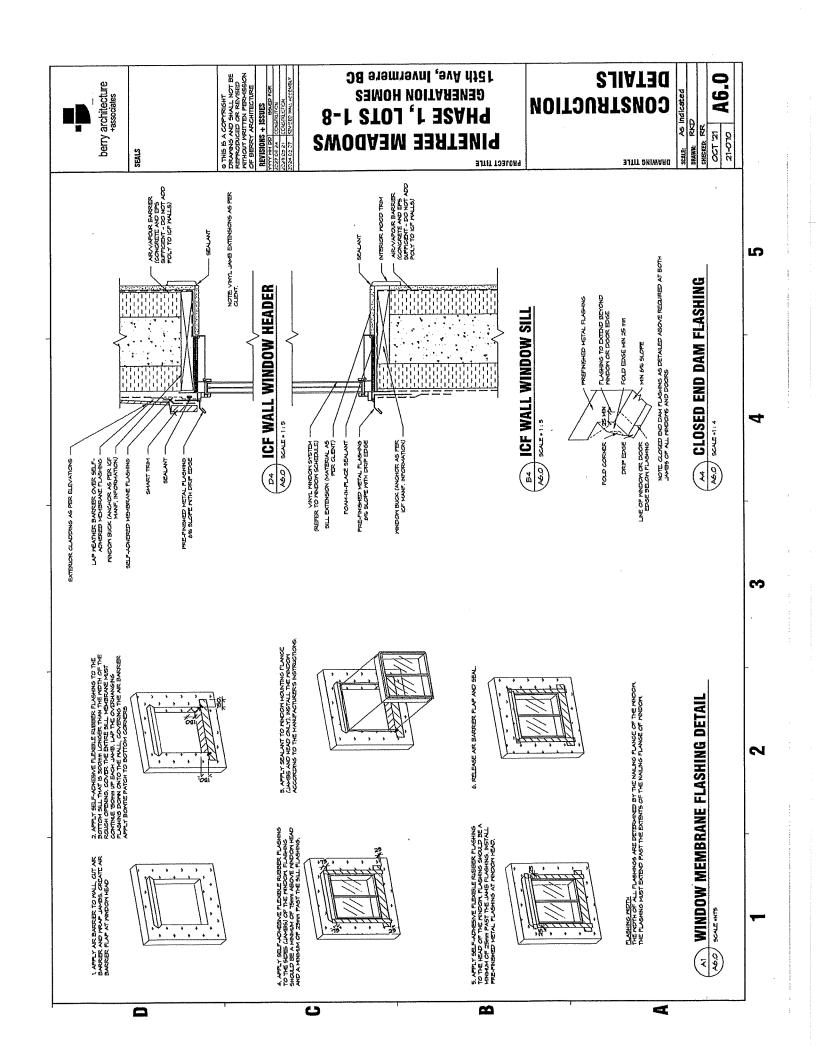


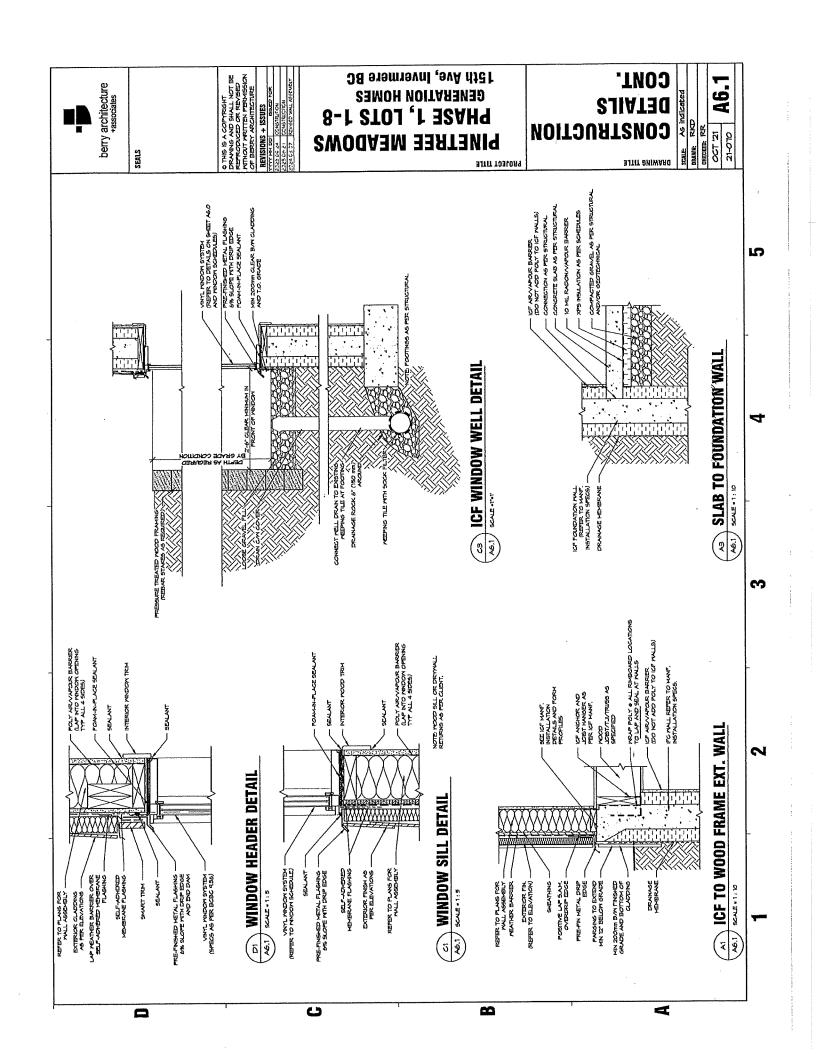


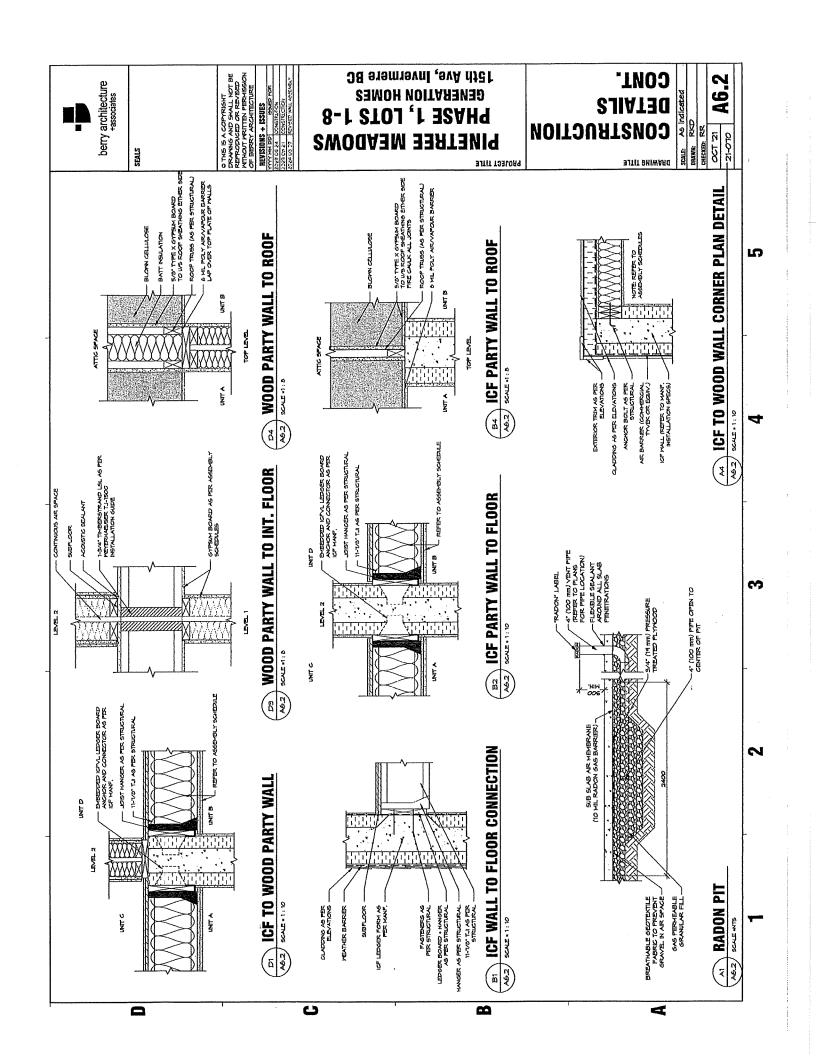












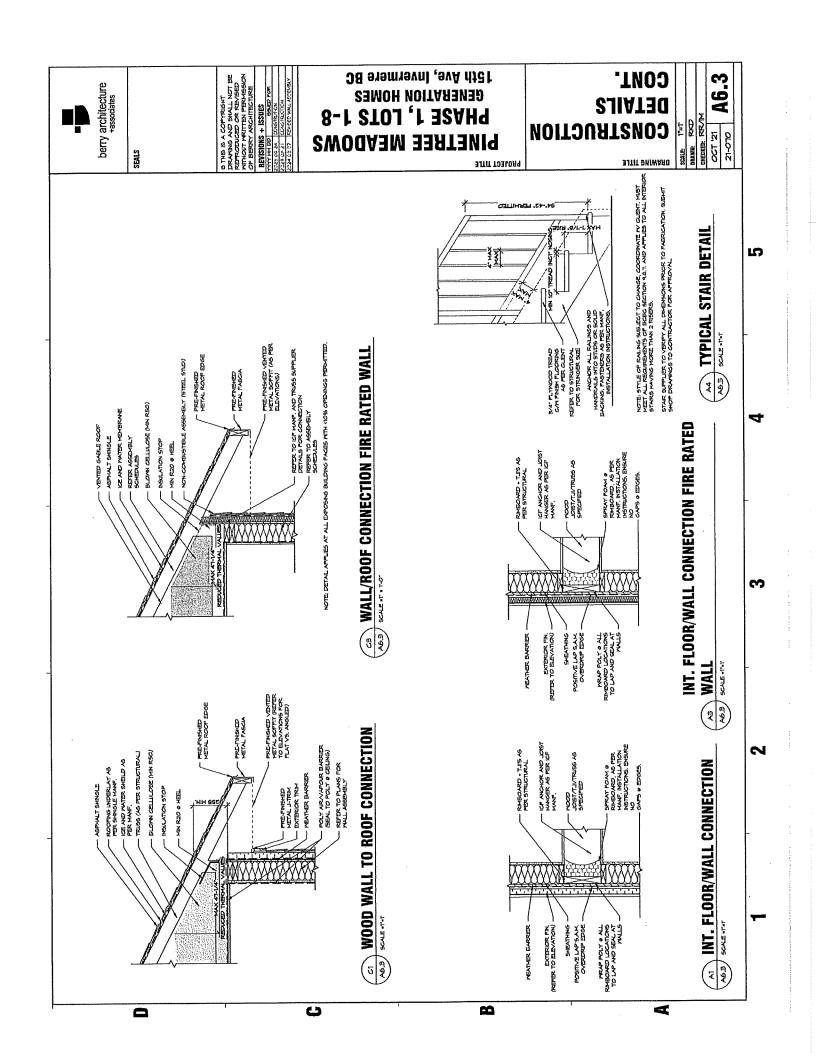


Exhibit E7

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.

[] (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	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

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

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

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

Application Type LTO Document Reference

F: 13075

Form-V Schedule of Unit Entitlement

3. Description of Land

PID/Plan Number Legal Description

EPS8541 STRATA PLAN EPS8541

Electronic Signature

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

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

12:45:30 -08:00

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.

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

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
5	4	171.2	171	5.0%
6	3	84.7	85	2.5%
7	4	138.6	139	4.0%
S	.3	84.7	85	2.5%
Total number of lots: 4			Total unit entitlement: 480	

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

Date: FE6 12,244

Signature of Owner Developer

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

^{**} 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*.

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

Signature of Superintendent of Real Estate

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

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

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

Date: 4001 1/2, 2034

Signature of Owner Developer

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

Strata Property Act Filing

KAMLOOPS LAND TITLE OFFICE 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*.

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

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
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	

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

Date: Jung 18, 2024

Signature of Owner Developer

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

^{**} 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*.

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

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
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	

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

Date: Jupe 18, 2024

Signature of Owner Developer

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

^{**} 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.

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

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
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	

^{*} 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)

^{**} 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*.

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

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
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	

^{*} 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)

^{**} 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*.

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

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
1	4	85.2	85	2.5%
2	3	84.7	85	2.5%
3	4	85.1	85	2.5%
4	3	84.6	85	2.5%
5	TBD	138.6	139	4.0%
6	TBD	84.7	85	2.5%
7	TBD	171.2	171	5.0%
8	TBD	84.7	85	2.5%
9	TBD	55.7	56	1.6%
10	TBD	55.3	55	1.6%
11	TBD	171.6	172	5.0%
12	TBD	84.7	85	2.5%
13	TBD	138.6	139	4.0%
14	TBD	84.7	85	2.5%
15	TBD	171.2	171	5.0%
16	TBD	84.7	85	2.5%
17	TBD	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 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 gust 2024				Sept to rch 2025
Strata Lot #	Civic Address	Monthly strata fee	Unit Entitlement	8 units for Apr- Aug	MONTHLY		Unit Entitlement	16 units for Sept Mar	MC	ONTHLY
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 EPS 8541 - "Pine Tree Valley" Proposed Budget													
	Phase 1 & 2 April to August 2024	Plus Phase 3 & 4 September 2024 to March 2025	Plus Phase 5 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						Plus Phase	3 & 4 Oct 1 31 2025	2024 to Jan		Plus Phase	5 Feb 1 20 31 2025	25 to March		Plus Phase	6 April 1 20 2025	25 to July 31		Plus Phase	7 Aug 1 20 30 2025	025 to Sept		Plus Phas	e 8 Oct 1 20	025 onward
						\$ 34,661		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	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	1	\$ 162.45	2	85	3%		2	85	2%	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	1	\$ 162.45	4	85		\$ 157.35	4	85	2%	
5		5	139		\$ 260.15	5	139	8%		5	139	6%		5	139		\$ 265.65	5	139		\$ 257.31	5	139	4%	
6		6	85		\$ 159.08	6	85		\$ 147.19	6	85		\$ 164.06	6	85		\$ 162.45	6	85		\$ 157.35	6	85		\$ 157.28
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	85	10%	\$ 159.08	0	56	3%		0	56	3%		9	56		1	8	56	2%	•	9	56	2%	
10		10				10	55	3%		10			\$ 106.05	10	55	1	\$ 107.02	10	55	2%		10		2%	1
11		11				11			\$ 297.84	11			\$ 331.98	11	172		\$ 328.72	11	172		\$ 318.40	11			\$ 318.26
12		12				12	85	5%		12			\$ 164.06	12	85		\$ 162.45	12	85		\$ 157.35	12		2%	
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	171		\$ 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	85		\$ 157.35	16		2%	
17		17				17				17			\$ 330.05	17	171	1	\$ 326.81	17	171		\$ 316.54	17			\$ 316.41
18		18				18				18			\$ 164.06	18	85	1	\$ 162.45	18	85		\$ 157.35	18			\$ 157.28
19 20		19 20				19				19			\$ 268.28	19 20	139	1	\$ 265.65	19	139	4%		19 20		4%	
21		21				21				21		4%	\$ 164.06	21	85 171	1	\$ 162.45	20	85 171	3%	\$ 157.35 \$ 316.54	20		2%	\$ 157.28 \$ 316.41
22		22				22				22				22	85	1	\$ 162.45	22	85			22		2%	1
23		23				23				23				23	139		\$ 265.65	23	139	4%	•	23			\$ 257.20
24		24				24				24				24	85	1	\$ 162.45	24	85	3%	•	24		2%	
25		25				25				25				25		<u> </u>	1	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	4%	\$ 257.31	27	139	4%	\$ 257.20
28		28				28				28				28				28	85	3%	\$ 157.35	28		2%	
29		29				29				29	1			29				29	·	·	·	29		2%	1
30		30				30				30	1			30				30				30		2%	
31 32		31 32				31 32				31 32				31 32				31 32				31 32		2% 2%	\$ 157.28 \$ \$ 157.28

Proposed Monthly Fee Phases 3-8

	Plu	us Phase 3	& 4	Plus Phase 5				1		Plus Phase	<u> </u>]	F	Plus Phase 7	7	Plus Phase 8				
					13000															
	Annual budget	\$ 34,661			Annual \$ 35,000 budget				Annual \$ 43,060 budget				Annual budget	\$ 48,484			Annual \$ 53,222 budget			
Strata	rata Unit % of Total strata			Strata	Unit	% of	Total strata	Strata	Unit	% of	Total strata	Strata	Unit	% of	Total strata	Strata	Unit	% of	Total strata	
Lot #	Entitlement	complex	fees	Lot#	Entitlement	complex	fees	Lot#	Entitlemen			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		2%	-	9		2%		9			\$ 75.04	
10				10	55		-	10		2%	-	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	22			\$ 115.63	22	85	3%	·	
23				23				23			\$ 200.31 \$ 122.49	23 24	139 85		\$ 189.09 \$ 115.63	23 24	139 85		\$ 186.25 \$ 113.89	
25				25				25		370	Ф 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 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. L	TD.		
Vendor's Solicitor:	Box 639, 1309 -	Columbia Valley Law Corporation Box 639, 1309 – 7 th Avenue, Invermere, BC V0A 1K0 reception@columbialegal.ca		
Purchaser:				
Name(s) and C	Occupation(s)			
Mailing Address(es)				
Telephone Nu	Telephone Number(s)			
Email Address	(es)			
Purchaser's Solicitor:				

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

Property:

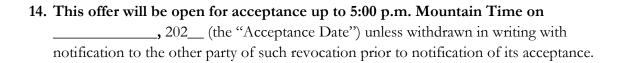
1.	1. The Purchaser hereby offers to purchase from the Vendor on the terms and conditions contained in this Agreement, including those terms and conditions set forth in any Sched to this Agreement, the following property:		
	a. A proposed strata lot to be legally describ	ped as:	
	PROPOSED STRATA LOT 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 56th day after Permission to Occupy the Strata Lot has been issued, the Lien Holdback less any amount representing builders' lien claims, if applicable, registered against title to the Strata Lot.
- c. If the Lien Holdback is not released to the Vendor on the 56th day after Permission to Occupy the Strata Lot has been issued, then the Purchaser shall pay the Vendor interest on the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, in the amount of 30% per annum compounded monthly until the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, has been delivered to the Vendor.
- d. The Purchaser or the Purchaser's solicitor or notary public is solely responsible to notify the Vendor's Solicitor in writing of any builders lien claims filed against the Strata Lot by 1:00 p.m. Mountain Time on the 56th day after permission to occupy the Strata Lot has been issued.
- e. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitor to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be solely at the expense of the Vendor.
- 4. <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.	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 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 th Avenue, Invermere, BC V0A 1K0 reception@columbialegal.ca		
Purchaser:			
Name(s) and	Name(s) and Occupation(s)		
Mailing Address(es)			
Telephone N	Telephone Number(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 Schedule to this Agreement, the following property:		
	a.	A strata lot located within the development known as Pinetree Valley Development - Pinetree Meadows (the "Development") and legally described as:	
		STRATA LOT DISTRICT LOT 1092 KOOTENAY DISTRICT STRATA PLAN EPS8541 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V; and	
	b.	The following: range, fridge, dishwasher, washer, and dryer (the "Appliances")	
		(collectively, the "Strata Lot").	
Purcha	se Price	: :	
2.	The Pu	archase Price for the Strata Lot is \$ (the "Purchase	
	Price"). The Purchase Price does not include Goods and Services Tax and other applicable taxes.		
3.	. The portion of the Purchase Price allocated to the Appliances is \$		
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	

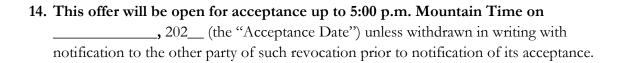
b. within 5 business days after the execution of this Agreement.

- 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 56th day after Permission to Occupy the Strata Lot has been issued, the Lien Holdback less any amount representing builders' lien claims, if applicable, registered against title to the Strata Lot.
- c. If the Lien Holdback is not released to the Vendor on the 56th day after Permission to Occupy the Strata Lot has been issued, then the Purchaser shall pay the Vendor interest on the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, in the amount of 30% per annum compounded monthly until the Lien Holdback, less any amount representing builders' lien claims filed against the Strata Lot, if applicable, has been delivered to the Vendor.
- d. The Purchaser or the Purchaser's solicitor or notary public is solely responsible to notify the Vendor's Solicitor in writing of any builders lien claims filed against the Strata Lot by 1:00 p.m. Mountain Time on the 56th day after permission to occupy the Strata Lot has been issued.
- e. The Purchaser hereby authorizes the Vendor and the Vendor's Solicitor to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Purchaser, provided that any such proceedings will be solely at the expense of the Vendor.

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

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 7th day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the address for that party set out on page 3 of this Agreement or to whatever address the parties from time to time in writing agree to.

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

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

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

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

DECLARATION(S) ATTACHED



Strata Property Act Filing

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

CB936755

1. Contact

Document Fees: \$31.27

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

F: 13006

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

Application Type

LTO Document Reference

Form-P Phased Strata Plan Declaration

3. Description of Land

PID/Plan Number

Legal Description

032-005-121

LOT A DISTRICT LOT 1092 KOOTENAY DISTRICT PLAN EPP120443

Electronic Signature

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

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

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

Strata Property Act

FORM P

PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

1, 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

- 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;
 - (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 1st 2023	December 31st 2023		
2	September 1st 2023	August 31st 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 31 st 2026		

^{*}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 st 2024
Phase 4	Elected to Proceed
Phase 5	November 1st 2024
Phase 6	November 1st 2024
Phase 7	May 1 st 2025
Phase 8	May 1st 2025

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

Signature of Applicant

Print Name: Christine Scott

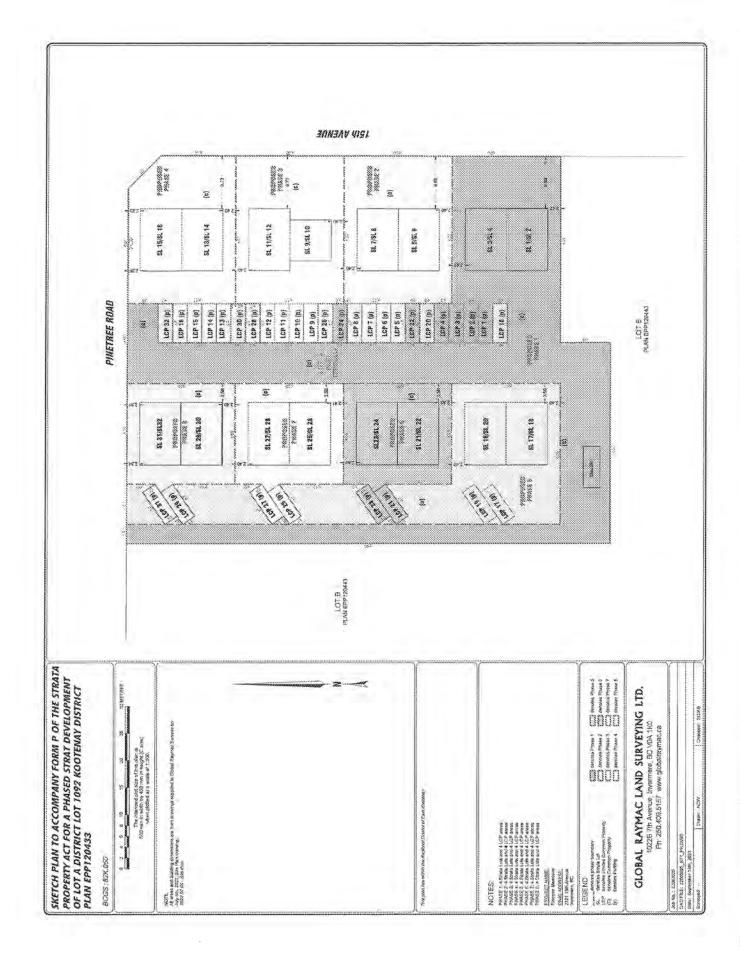
Date of approval: September 38 ,2023

Name of Municipality: DISTRICT O

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.

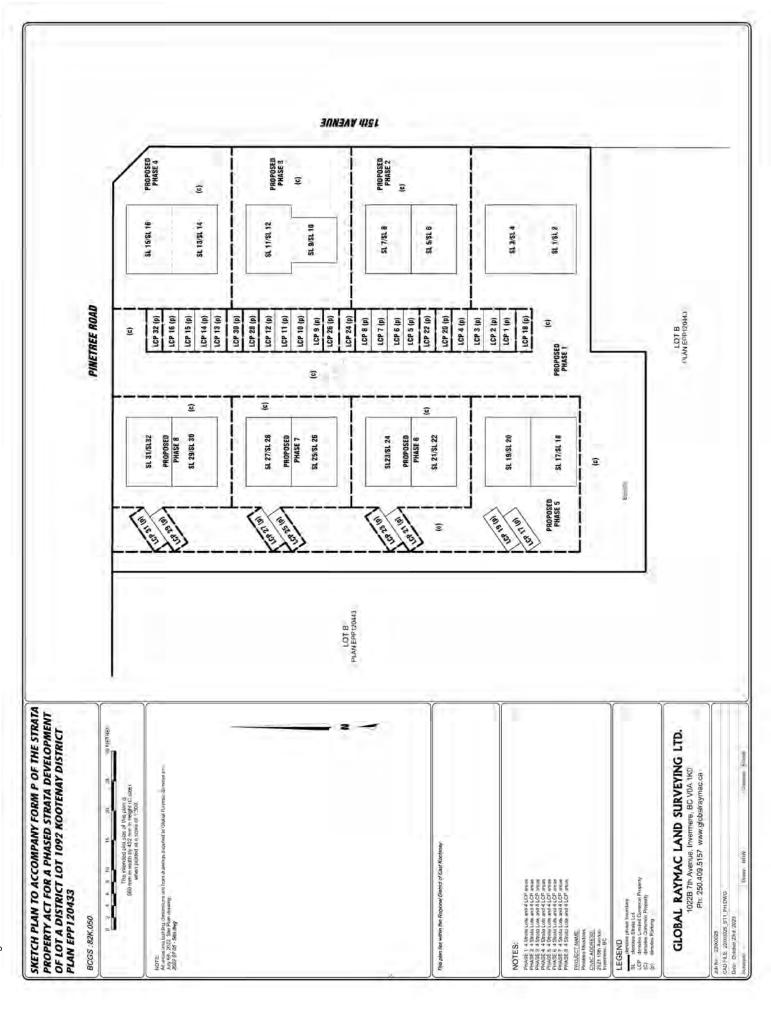
Electronic Signature

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 the material 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.

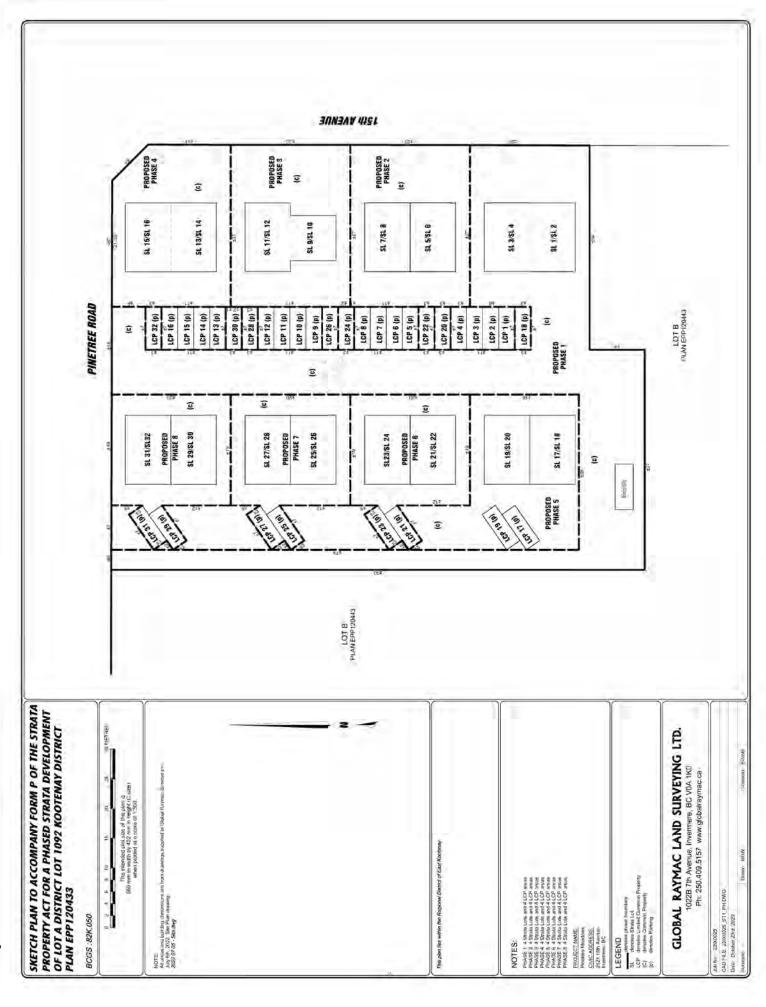
Electronic Signature

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 V0A 1K0 250-342-6904 F:13006

2. Description of Land

PID/Plan Number L

Legal Description

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

3. Nature of Interest

Type Number Additional Information

EASEMENT

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

4. Terms

Part 2 of this instrument consists of:

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

1345408 B.C. LTD, NO.1345408

6. Transferee(s)

1345408 B.C. LTDPO BOX 639
1309 – 7TH AVE.
INVERMERE BC VOA 1K0

1345408

^{7.} Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

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 23rd day for October 2023.

BETWEEN:

1345408 B.C. LTD., a company incorporated under the laws of British Columbia, having its registered office at PO Box 639, 1309 – 7th Ave., Invermere, BC, 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 7th day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the address for that party set out on page 3 of this Agreement or to whatever address the parties from time to time in writing agree to.

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

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

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



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 st 2023	December 31st 2023
2	September 1 st 2023	August 31 st 2024
3	May 31 st 2024	September 30th 2024
4	November 30 th 2023	September 30 th 2024
5	June 30 th 2024	January 31 st 2025
6	July 31 st 2024	March 31st 2025
7	August 31st 2024	July 31st 2025
8	August 31 st 2024	September 30 th 2025

^{*}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
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 8 4		4 Plex	
		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.*

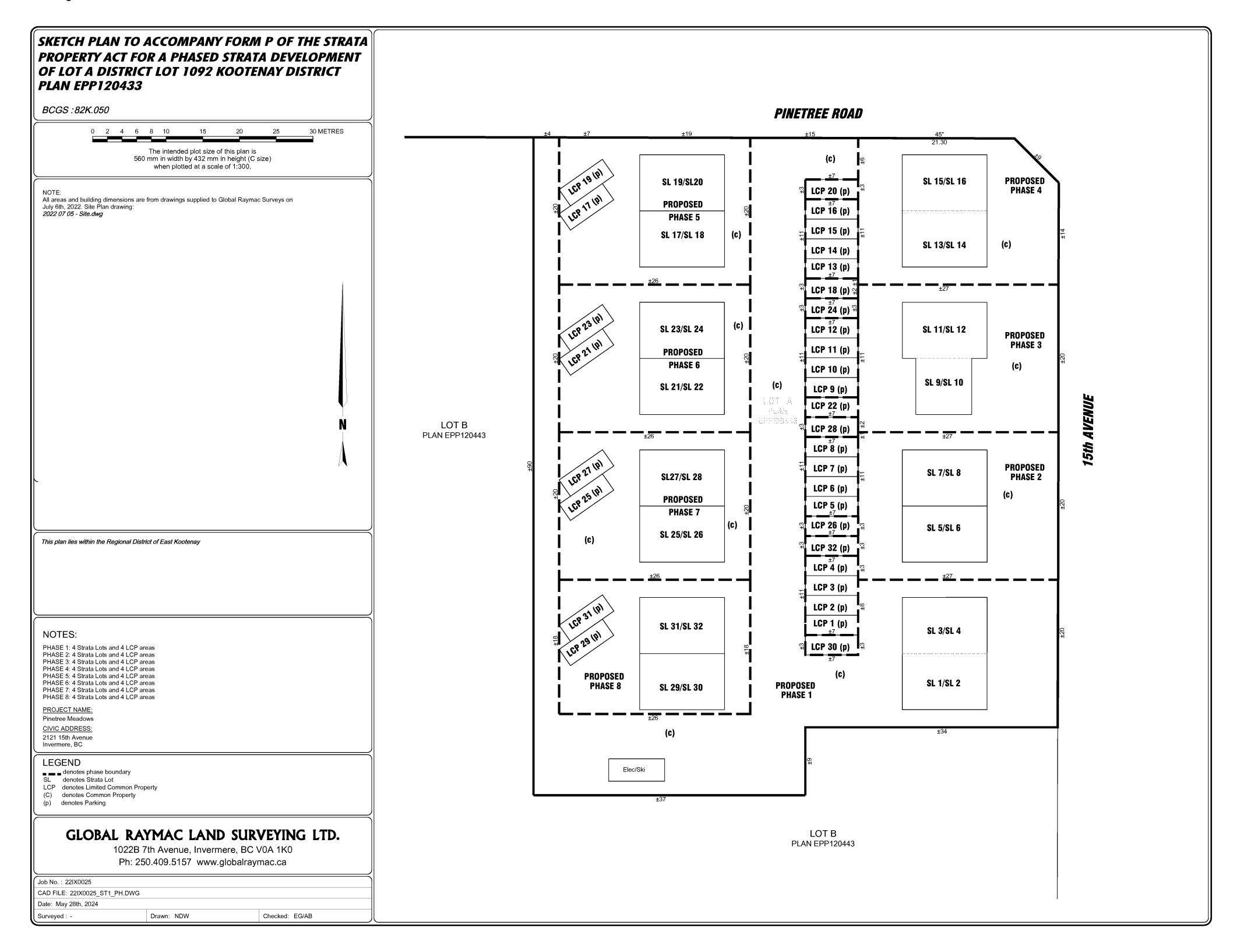
Signature of Approving Officer:

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	V 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

McRoberts HLGZC3, o=Lawyer, ou=Verity ID at www.juricert.com/ LKUP.cfm?id=HLGZC3 Date: 2010.07.09 11:11:45 -06'00'

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

On document CA1641649

Randall K. McRoberts

- 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 informa	tion.

NOTE:

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

Fee Collected for Document: \$32.70



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



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)

Prittany Morrow
Lawyer

Columbia Valley Law Corporation

Execution Date

Transferor/Transferee/ Party Signature(s)

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

PRINT NAME: Christine Scott

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

Box 639 - 1309 7th Avenue Invermere BC V0A 1K0

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 Part5 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 RCVD: 2022-08-16 RQST: 2023-03-01 14.53.53

SCHEDULE PAGE 1 OF 1

7. ADDITIONAL OR MODIFIED TERMS:

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

"1.1 "Works" means:

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

END OF DOCUMENT





1. Application Document Fees: \$78.17 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)
	YYYY-MM-DD	1345408 B.C. LTD. By their Authorized Signatory
Katelynn O'Neill	2023-09-22	
Barrister & Solicitor		
Columbia Valley Law Corporation		Christine Scott
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 16:27:36 -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 7th day after mailing in any Canadian post office, whichever is the earlier, if mailed by pre-paid registered mail, so long as the notice is mailed to the party at the address for that party set out on page 3 of this Agreement or to whatever address the parties from time to time in writing agree to.

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

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

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



1. Application			Document Fees: \$78.1
Columbia Valley Law Corporation Barristers & Solicitors 1309 - 7th Ave., PO Box 639 Invermere BC V0A1K0 250-342-6904	F: 13006		
2. Description of Land			
PID/Plan Number Legal Description			
032-005-121 LOT A DISTRICT LOT 109	2 KOOTENAY DISTRICT PL	AN EPP120443	
3. Nature of Interest			
Туре	Number	Additional Information	
COVENANT			
4. Terms			
Part 2 of this instrument consists of: (b) Express Charge Terms Annexed as Part	2		
5. Transferor(s) 1345408 B.C. LTD., NO.1345408			
6. Transferee(s)			
DISTRICT OF INVERMERE MUNICIPAL HALL BOX 339, 914 -8TH AVENUE			
INVERMERE BC V0A1K0			

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

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	District of Invermere By their Authorized Signatory
Katelynn O'Neill	2023-09-28	
Barrister & Solicitor Columbia Valley Law Corporation		Rory Hromadnik
PO Box 639, 1309 - 7th Ave. Invermere BC V0A1K0		

Officer Certification

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

Electronic Signature

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

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

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 – 8th 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

District of Invermere Folio No. 532 00248.070	Neignoomood Code 532111		OVETME	Date: 28 Issue Date: 17	the second of th	Page: 1 Time: 8:52 am
Permit Type:	- A PW-10	Per	mil.#:	Estimated Value of Cons	struction SQ M	etters:
MFD - MULTI FAMILY DWELL	ING PERMIT		2023010	675,	00,000	160
Pursuant to the bylaws applicable to the owner, hereby make applicate Description of Work: CONSTRUCT	ion		de marian	nt.		
Unit	Street #	Street Name:			- V	
Address/Location:	2128	15TH AVE			- 1	
Legals: 1 Disc	Let: 8lock: 1092	Plan No: NEP8385	Section District		and District 26 tone	PID: 013-506-722 No. of Units
Proposed Use: MULTI-FAMIL	r		1	1-1-1	RB	4
OWNER Phone 250 Fax	Name 1345408 B.C. LTD Add BOX 639 Add Dity INVERMERE		Prov. BQ		Postal Co	da: V0A 1K0
CONTRACTOR	Name: GENERATION HOME.	S				
Fax	Ade City:		Prov:		Postal Co	dec
	MOTED ON THE ATTACHED		ARE APPLICAB	LE TO THE BUILDIN	G PERMIT.	

☐ CASH ☐ CHEQUE RECEIPT # CASH CHEQUE RECEIPT # **Building Permit Fee Received** Sewer Application No. CASH CHEQUE RECEIPT # CASH CHEQUE RECEIPT #

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

Description Of Rate: Fees: PLAN CHECK DEPOSIT -400.00 5,608.75 60.00 INSPECTION FEE BUILDING PERMIT FEE PLUMBING FIXTURE FEE 288.00 -500.00 LETTERS OF ASSURANCE DISCOUNT 5,056.75 Total Fees:

Water Application No.

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-Femily Dwelling

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

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

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

- No person shall make or cause, or permit to be made or caused, in or on a highway or elsewhere in the municipality, any noise or sound which disturbs or tends to disturb the quiet, peace, rest, enjoyment, confort 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, 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 6:00 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

Menager of Building and Protective Services

KAL/ki

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

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

DCC Bylaw No.1598, 2021

Generation Homes DP22.01

OCC 3 PAYABLE	l	ŀ	l	ŀ	l		
	Unit #	Water DCC	Sewer DCC T	Transport DCC	Parks DCC	Total DCC/unit	TOTAL DCCs
fulti Family Residential	4	\$185.00	\$5,520.00	\$2,804,00	\$121.00	\$8,630.00	\$34,520.00
	DCC due	\$740.00	\$22,080.00	\$11,216,00	\$484.00		\$34,520.00

Note: One Parent Parcel Low Density DCC Credit carried forward

ENGINEERING SECURITY REPORT



Aggress: LOT 3 2128 15TH ANE	Follo# 248 070		0
	KD Plan: 8385 (EFF 120	703)	-
Lets / Blocks DL: 1092	KD Plan: 3535 (EFF 12)	0442	0
Applicants Name:	Phone:		10
Ut littles Required:	DD/W Culvert DNone		K
Building permits with a construction value of: \$50,000 and \$200,000 \$200,001 and \$500,000 \$5500,000 and over Building moving permit / Demolition		Security Deposit: S 500.00 S.1,000.00 S 1,500.00 S 1,500.00	
Total No. S/W Panels Damaged N/A Total No Comments:	o, Cracks in Carbo N/A Painted:	□Yes ੴNo	
Boulevard Trees: Condition N/A	Caliper Size Na	None: 🖾	
1			
Priposed Culvert Crossing: Yes No	Culvert Installed	□ Yes □ No	
Comments: CULVERTS ARE	REQUIRED ON	ALL ACCESS ROM	05
any person other than District of In \$100.00 for each offence, per day)	op, located at property line "will not vermere Employee, Contact (250) 3	" be turned On /Off at any time by 42-9281 (Bylaw 1198 section (34)	
Please read box above before	re signing.		
At plicant's Signature:		Date:	_
Date of Inspection: M. 94 30/23	Inspector:	#	3
	e granted untill	sources complete	1
Regnarks: Occupancy con't b	e diavite anili	Service of the servic	7-
Date of Final Inspection:	Inspector;		
Remarkst	Estimated Cost of Dama	ges \$	
	Amount Charged Refund	\$	
	Amount Due	4	

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. 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:

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- 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;
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- 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;
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- 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;

continued

1345408 BC Ltd, Building Permit Multi-Family Dwelling

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

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

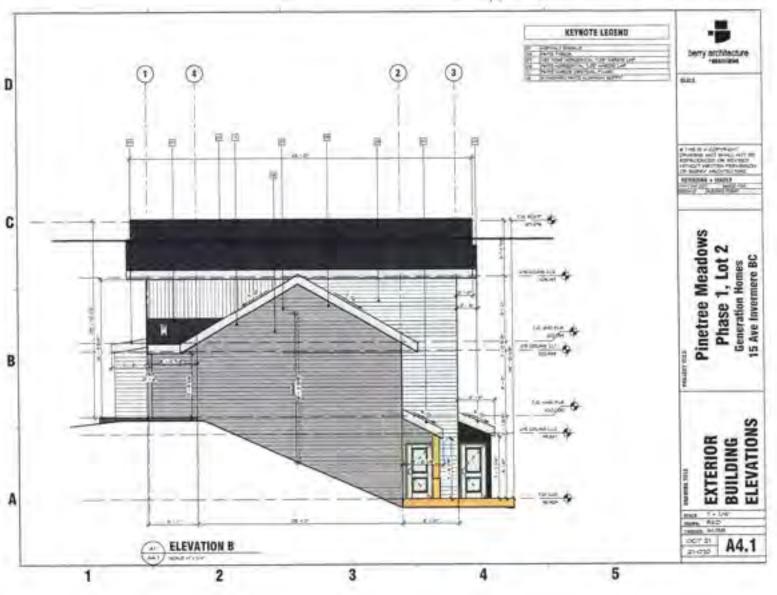
If you have any questions before or during construction, please contact the building department at the District of Invermere office (250) 342 - 9281.

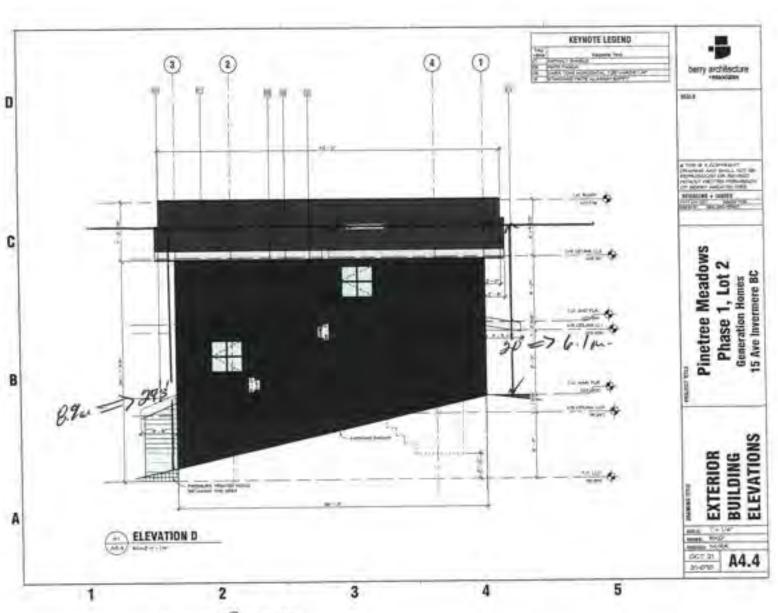
Sincerely

Kim A. Leibel

Manager of Building and Protective Services

KAL/kl





Scote 2 1:100 iunt = 465

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

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

Follo 248.0705 - Multi Family Four Plex Residential PID 013-506-722

DCC Bylaw No.1598, 2021

Lot 1, DL 216, KD Plan NEP8385

20-Jun-23

Generation Homes DP22.01

	Unit #	Water DCC	Sewer DCC	Transport DCC	Parks DCC	Total DCC/unit	TOTAL DCCs
y Residential	4	\$185.00	\$5,520.00	\$2,804.00	\$121,00	\$8,630.00	\$34,520.00
it 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 littles 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	BRATIO	V Hon	NES			
ADDRESS							
Install New	□Pre-serviced	□Renew	□Remove	⊿ Water	Sewer	⊿Meters	□Waste/Recycle
1 5/8" x 1/4" mete	r to be pick up at Dis	trict Office \$7	74.04 R.F. Met	er (Actual cos	t of meter to	ex incl.1x 4	5 3096 16
	to be pick up at Dist			ter (Actual co		1	5 5076 76
11" meter to be	picked up at District	Office \$1,073					5
	o be picked up at Dist			ter (Actual co			\$
⊒Water Turn Or	/ Turn Off \$50.00						\$
	Recycle cart \$230.00)					5
Security Depo	sit						\$ 1500
	Water/Sewer Service						\$
ursuant to the a	ittached estimate for	m					
	on Fee (\$200.00 per i						5
	on Fee (\$200.00 per)	nepertion					5
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.
It is mi	utually agreed that a istaliation will compl mere water curb stop	Il works will c ly with the By located at pi Contact 250-	laws, conditio	ns and regula ill not" be tur w 1198 (34) \$	ned On/Off 5100.00 for e	Balance O ctices and ma District of Inv	Total \$ 4596.16 terial and the ermere.
District of Inverse than District of I	utually agreed that a istaliation will compl mere water curb stop	Il works will c ly with the By located at pi Contact 250-	laws, condition operty line "w 342-9281 (Byla	ns and regula ill not" be tur w 1198 (34) \$	ned On/Off 5100.00 for e	Balance O ctices and ma District of Inv	Total \$ 4596.16 terial and the ermere.
It is mi in District of Invest than District of I	utually agreed that a nstallation will compl mere water curb stop nvermere employee. of Applicant:	Il works will c ly with the By located at pi Contact 250-	laws, condition operty line "w 342-9281 (Byla	il not" be tur w 1196 (34) ; ve before si	ned On/Off 5100.00 for e	Balance O ctices and mai District of Inv at any time by each offence p	Total \$ 4596.16 terial and the ermere.
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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 RELEIPT **Building Permit Fee Received** Sewer Application No. Date Date CASH CHEQUE RECEIPT # CASH | CHEQUE RECEIPT

Total Fees:

Description Of Rate:

INSPECTION FEE

PLAN CHECK DEPOSIT

BUILDING PERMIT FEE

PLUMBING FIXTURE FEE

GST Reg. No.: 10702 1271RT

Fees:

60.00

369.00

7,663.57

\$

-200.00

7,434.57

District of Invermere

"ON THE LAKE"

June 19, 2023

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

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

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

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

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

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

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

continued

1345408 BC Lttl.

Building Permit Multi-Family Dwalling

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

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

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

Pursuant to Section 4.5 (4) of Zoning Bylaw No. 1145, each multi-family dwelling requires 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 reciplent 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.

continued

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	₽ BLOCK		DL 1093	1	K.D PLAN	838	5
REGISTER	ED OWNER						
ADDRESS							
□Install New	□Pre-serviced	DDanau	DP	I offer	-		
and the same	ar re-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	exinct) ×4	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 (\$200.00 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 – 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;

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 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.

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 Time: 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 BLUI DING BERN	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.

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;
- 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			~12222222222222222222222
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	
					K.D PLAN_	0303	
ADDRESS_							
□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	63.36 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							\$
	Recycle cart \$230.00						\$
Security Depos							\$ 150000
	Water/Sewer Service:						\$
	ttached estimate forn						
□Water Inspection Fee (\$200.00 per inspection) \$							
□Sewer Inspection Fee (\$200.00 per inspection) \$							
Sub Total \$ Balance Owing \$4953 .44							
It is mutually agreed that all works will conform with approved engineering practices and material and the installation will comply with the Bylaws, conditions and regulations of the District of Invermere.							
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: 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	2024036 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.

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:

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- 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 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;
- Whenever it is found by the "authority having jurisdiction" that work is not being performed in accordance with the BC Building or Plumbing Codes or Bylaws, a Stop Work Order may be posted, and all work will not progress other than the required remedial measurers until further notice by the "authority having jurisdiction";
- No alterations and/or revisions are permitted to the construction drawings submitted or construction on site unless proposed changes are submitted to Building Inspector for review, comment, and/or approval prior;
- All materials to be disposed of from the construction site are to be disposed of at the Windermere Landfill site. Hours of operation are 9:00 a.m. to 6:00 p.m. If you require additional information, please contact the R.D.E.K. at 1-888-478-7335.

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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