

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the *Real Estate Development Marketing Act* and the Amended Disclosure Statement of

KV PROPERTIES INC. Dated October 23, 2019

For the property legally described as;

PID	Legal Descriptions
029-003-008	Strata Lot 7, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-091	Strata Lot 16, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-113	Strata Lot 18, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-172	Strata Lot 24, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-181	Strata Lot 25, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-199	Strata Lot 26, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-253	Strata Lot 32, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-261	Strata Lot 33, District Lot 10348, Kootenay District, Strata Plan EPS832
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029-003-300	Strata Lot 37, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-342	Strata Lot 41, District Lot 10348, Kootenay District, Strata Plan EPS832
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029-003-377	Strata Lot 44, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-385	Strata Lot 45, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-393	Strata Lot 46, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-407	Strata Lot 47, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-415	Strata Lot 48, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-423	Strata Lot 49, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-431	Strata Lot 50, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-440	Strata Lot 51, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-466	Strata Lot 53, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-474	Strata Lot 54, District Lot 10348, Kootenay District, Strata Plan EPS832

PID	Legal Descriptions
029-003-491	Strata Lot 56, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-504	Strata Lot 57, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-512	Strata Lot 58, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-521	Strata Lot 59, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-539	Strata Lot 60, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-547	Strata Lot 61, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-555	Strata Lot 62, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-563	Strata Lot 63, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-571	Strata Lot 64, District Lot 10348, Kootenay District, Strata Plan EPS832
	All together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V.

I, Gordon Leffler, Solicitor, a member of the Law Society of British Columbia, having read over the above noted Disclosure Statement dated October 23, 2019, made any required investigations in public office and reviewed same with the Developer therein named, hereby certify that the contents of section 4.1, 4.2, and 4.3 of the Disclosure Statement dated October 23, 2019 are correct.

Dated at the City of Fernie, in the Province of British Columbia this 23rd day of October 2019.



GORDON LEFFLER

DISCLOSURE STATEMENT

KOOCANUSA VILLAGE – LAKEVIEW TERRACE

OCTOBER 23, 2019

Developer:	KV Properties Inc.
Developer's Address for Service:	c/o Leffler Law Office Box 1873 1361 7th Avenue Ferne, British Columbia V0B 1M0 Attention: Gordon Leffler
Developer's Business Address:	KV Properties Inc. PO Box 1799, Ferne British Columbia, V0B 1M0 Attention: Reto Barrington
	or
	c/o Leffler Law Office Box 1873 1361 7th Avenue Ferne, British Columbia V0B 1M0 Attention: Gordon Leffler
Developer's Real Estate Broker and Brokerage Address:	The Developer has retained Ferne Real Estate Company Ltd, a licensed real estate brokerage firm, to market the strata lots. Contact information for the firm is;
	160 9 Avenue, Ferne B.C., V0B 1M0 Phone 250-423-2000

DISCLAIMER

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.

RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act* (the "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.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice 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.

This Disclosure Statement relates to development units that are part of Strata Plan EPS 832, which was registered in the Kamloops Land Titles Office on January 24th, 2013. Please carefully review this Disclosure Statement for information on the items remaining to be completed.

AMENDED DISCLOSURE STATEMENT
KOOCANUSA VILLAGE – LAKEVIEW TERRACE

TABLE OF CONTENTS

1.	THE DEVELOPER	5
1.1	Jurisdiction, Date of Incorporation and Incorporation Number.....	5
1.2	Incorporated Specifically for Development/Other Assets	5
1.3	Registered and Records Office Address	5
1.4	Directors.....	5
1.5	Developer's Background	5
1.6	Conflicts of Interest.....	6
2.	GENERAL DESCRIPTION	7
2.1	General Description of the Development	7
2.2	Permitted Use.....	8
2.3	Building Construction.....	8
2.4	Phasing.....	9
3.	STRATA INFORMATION	9
3.1	Unit Entitlement.....	9
3.2	Voting Rights	9
3.3	Common Property and Facilities	10
3.4	Limited Common Property	10
3.5	Bylaws.....	10
3.6	Parking	11
3.7	Budget.....	11
3.8	Utilities and Services	11
3.9	Strata Management Contracts	13
3.10	Insurance	13
3.11	Rental Disclosure Statement.....	14
4.	TITLE AND LEGAL MATTERS.....	14
4.1	Legal Description.....	14
4.2	Ownership	15
4.3	Existing Encumbrances and Legal Notations	15
4.4	Proposed Encumbrances	17
4.5	Outstanding or Contingent Litigation or Liabilities.....	17
4.6	Environmental Matters.....	18
5.	CONSTRUCTION AND WARRANTIES.....	18
5.1	Construction Dates.....	18
5.2	Warranties	18

6.	APPROVALS AND FINANCES	18
6.1	Development Approval	18
7.	MISCELLANEOUS	18
7.1	Deposits.....	18
7.2	Purchase Agreement	18
7.3	Developer's Commitments	18
7.4	Other Material Facts	19

SCHEDULES

- A. Strata Plan
- B. Parent Parcel Plan
- C. Community Association Rent Charge
- D. Statutory Building Scheme
- E. Design Guidelines
- F. Strata Form V
- G. By Laws
- H. Strata Budget
- I. Strata Management Contract
- J. Strata Form J Rental Disclosure
- K. Special Meeting Minutes re Levy
- L. Purchase and Sale Agreement

KOOCANUSA VILLAGE LAKEVIEW TERRACE

1. THE DEVELOPER

1.1 Jurisdiction, Date of Incorporation and Incorporation Number

The developer is KV Properties Inc. (the "**Developer**"). The Developer was incorporated under the laws of British Columbia on June 21, 2018 under No. BC1169034.

1.2 Incorporated Specifically for Development/Other Assets

The Developer was not incorporated specifically for the purpose of developing the bare land strata lots, defined as the "**Remaining Strata Lots**" in Section 4.1, which are the subject of this Disclosure Statement. The Developer does own assets in addition to the Remaining Strata Lots.

1.3 Registered and Records Office Address

The Developer's registered and records office is:

**c/o Leffler Law Office
Box 1873
1361 7th Avenue
Ferne, British Columbia V0B 1M0
Attention: Gordon Leffler**

1.4 Directors

The director of the Developer required by section 14 of the *Real Estate Development Marketing Act* (the "**Act**") and section 9 of the Regulations thereto to sign this Disclosure Statement is Reto Barrington.

1.5 Developer's Background

- (a) On or about August 24, 2018, the Developer acquired the fee-simple ownership interests of 977230 Alberta Ltd. (the "**Previous Developer**") in the Development, and now wishes to complete the sales of the **Remaining Strata Lots** (as defined and legally described in Section 4.1 hereof). The Developer will retain, by contract, qualified development professionals with relevant real estate development expertise for the purposes of the offering and sale of the Remaining Strata Lots as described in this Disclosure Statement.
- (b) To the best of the Developer's knowledge, neither the Developer nor any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the ten years before the date of the Developer's declaration attached to the Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a

mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

- (c) To the best of the Developer's knowledge, neither the Developer nor any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to the Disclosure Statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (d) To the best of the Developer's knowledge, no director, officer or principal holder of the Developer, nor any director or officer of the principal holder, within the five years before the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:
 - (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
 - (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Conflicts of Interest

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

- (a) the Developer also owns the utility companies providing water and sewer to the Development; and
- (b) the Developer intends to develop other land adjacent to the Development.

2. GENERAL DESCRIPTION

2.1 General Description of the Development

The Developer is the registered owner of the "**Remaining Strata Lots**" as defined and legally described in Section 4.1 of this Disclosure Statement. This Disclosure Statement relates only to the offering and sale by the Developer of the Remaining Strata Lots.

The strata development (the "**Development**") includes a total of 64 bare land strata lots (the "**Strata Lots**") created upon the filing of Strata Plan EPS832 which was registered in the Nelson Land Title Office January 24, 2013. A copy of filed Strata Plan EPS832 is attached as Exhibit "A" hereto (the "**Strata Plan**").

As background information, former Lot 2, District Lot 10348, Kootenay District, Plan 8226 (PID 013-359-517), was subdivided previously into Lots 1 to 4, inclusive (the "**Parent Parcels**") by Subdivision Plan EPP14443 which was registered on June 26, 2012, a copy of which is attached as Exhibit "B" hereto. One of the Parent Parcels, then known as Lot 3, District Lot 10348, Kootenay District, Plan EPP14443 was further subdivided by the filing of the Strata Plan, creating the Strata Lots.

The original developer registered reciprocal access easement agreements (the "**Access Easements**") for and against each of the Parent Parcels, prior to the registration of any strata plans, and such Access Easements are currently registered as follows:

	Parent Parcel 1* Easement No. CA2648356	Parent Parcel 2 Easement No. CA2648357	Parent Parcel 3** Easement No. CA2648358	Parent Parcel 4 Easement No. CA2648359
Benefit / Legal Notation	Parent Parcel 2 Parent Parcel 3 Parent Parcel 4	Parent Parcel 1 Parent Parcel 3 Parent Parcel 4	Parent Parcel 1 Parent Parcel 2 Parent Parcel 4	Parent Parcel 1 Parent Parcel 2 Parent Parcel 3
Burden / Charge	Common Property EPS771 (partially discharged so this is now only registered against the CP EPS771)	Parent Parcel 2	Remainder Parent Parcel 3 And SL 1 to 64, EPS832 CP, EPS832	Parent Parcel 4

*Parent Parcel 1 now: Strata Lots 1 to 122 inclusive, EPS771.

**Parent Parcel 3 now: (Phase 1) Strata Lots 1 to 64 inclusive, Strata Plan EPS 832 and Remainder Parcel 3.

The Developer currently owns a fee simple interest in Parent Parcel 2, and Remainder of Parent Parcel 3 (which was created upon the subsequent filing of Phase 1 Strata Plan EPS832) and intends to register further strata plans or subdivision plans over such remaining Parent Parcels in the future. It is intended that such strata subdivisions will result in a sharing of common property and common expenses relating to such strata property developments with the owners of the Strata Lots (but the implementation of that intention is not certain and may not occur). Each strata corporation created by any such future strata subdivisions may ultimately share common property and common expenses

relating to same with owners of the Strata Lots, but the implementation of such processes is not certain and may not occur.

Some of the Strata Lots in the Development have been sold previously and the Developer is only marketing the fee simple interests in the unsold Remaining Strata Lots (as defined in Section 4.1 below). The owner of a Remaining Strata Lot will be responsible for constructing a home in compliance with the building requirements for the Development as described in Section 2.3 of this Disclosure Statement. Each owner of a Remaining Strata Lot will own an equal share in the Common Property of the Strata Corporation for Strata Plan EPS832, including common facilities, if any, and other assets of the Strata Corporation.

Strata Lots 60 and 61 are not being marketed and will not be marketed until restrictive covenant CA2967205 is removed from title.

A community association, named Koocanusa Village Community Association (the "**Community Association**"), was created previously for the Development and manages the collective common property in the Development. A rent charge is registered in favour of the Community Association against titles to the Strata Lots to secure payment of Community Association fees. A copy of the Community Association Rent Charge which was registered in the Land Title Office on July 11, 2012 under number CA2651891 with respect to, inter alia, the Development, is attached as Exhibit "C" hereto.

2.2 Permitted Use

The Remaining Strata Lots are currently zoned by the Regional District of East Kootenay (the "**RDEK**") under Bylaw No. 2127, 2009 as amended by Bylaw No. 2226 (the "**Zoning Bylaws**"). The Zoning Bylaws can be accessed and reviewed on the RDEK website

http://www.rdek.bc.ca/bylaws/ocp_zoning_landuse/zoningbylaws/sweetwaterzoning/

The Development is zoned R-1B (Single Family Residential - Medium Lot Zone). The permitted use for the Development is limited to single family dwellings. Home-based businesses, secondary suites and uses, buildings and structures accessory to a permitted use are also permitted. Any other use is prohibited. Each Strata Lot may contain one dwelling unit. No Strata Lot may be used for any commercial or other purpose which is not accessory to residential purposes. The Zoning Bylaws set out, among other things, the minimum parcel sizes, maximum height, maximum parcel coverage and front, rear and side yard setback requirements.

2.3 Building Construction

Construction of all improvements on each Remaining Strata Lot will be the sole responsibility of the owner of that Remaining Strata Lot. Each owner of a Remaining Strata Lot will be required to obtain a building permit from the RDEK.

Before obtaining a building permit from the RDEK, an owner must comply with the Zoning Bylaws, the Statutory Building Scheme registered against title to the Strata Lots on January 24, 2013 under No. CA2967193, a copy of which is attached as Exhibit "D" hereto, as well as the Design Guidelines, a copy of which is attached as Exhibit "E"

hereto. The Design Guidelines, as amended from time to time, provide a comprehensive process an owner must go through to obtain approval to build, including obtaining the consent of the Design Review Coordinator ("**DRC**") as set out in the Design Guidelines.

The Design Guidelines permit modular homes, provided that they comply with the relevant requirements under the Design Guidelines. The Design Review Coordinator will charge a administration charge fro for complete design guideline review. Such administration charges shall be \$1,250.00.

At the time of the filing of this Disclosure Statement, the Developer is of the view that the Statutory Building Scheme, as currently existing, should be amended to change the definitions of "Grantor", "Developer" and "Design Review Coordinator" (as defined therein) to reflect the name of the current Developer or designated agent of Developer. The Developer will endeavour to obtain any requisite approvals for such proposed amendment. Descriptions in this Disclosure Statement of requirements under the Statutory Building Scheme reflect the current requirements of the Statutory Building Scheme.

2.4 Phasing

The Development will not be a phased development.

3. STRATA INFORMATION

3.1 Unit Entitlement

The unit entitlement of a Strata Lot is a figure representing the share of that Strata Lot's:

- (a) common property and common assets of the Development; and
- (b) contribution to the liabilities and expenses of maintaining and repairing the common property of the Owners, Strata Plan EPS832 (the "**Strata Corporation**").

In accordance with the *Strata Property Act*, the unit entitlement of each Strata Lot is expressed as a whole number that is equal for each of the Strata Lots. The unit entitlement for each of the Remaining Strata Lots is that which is shown on the Form V, Schedule of Unit Entitlement which was filed in the Land Title Office (with Strata Plan EPS832) on January 24, 2013 under No. CA2967190 and which is attached as Exhibit "F" hereto.

3.2 Voting Rights

Each Strata Lot owner is allocated one (1) vote in the proceedings of the Strata Corporation.

3.3 Common Property and Facilities

The Common Property of Strata Plan EPS832 is comprised of those areas not included within the boundaries of the Strata Lots and which are shown as "Common Property" or "CP" on the Strata Plan. Restrictions and privileges relating to use of the Common Property are contained in the **By-Laws** of the Strata Corporation (defined in Section 3.5 below, which By-Laws are attached as Exhibit "G" hereto). There are no common facilities in the Strata Plan. Common assets in the Development are:

- (a) common access roads;
- (b) pathways; and
- (c) green spaces.

As set out in Section 2.1 above, Easement No. CA2648358 is registered against the Common Property of Strata Plan EPS832 in favour of the registered owners of the other Parent Parcels to effect the sharing of Common Property in different strata corporations. Likewise, Easement Nos. CA2648356, CA2648357 and CA2648359 are registered against Parent Parcels 1, 2 and 4 in favour of the owners of the Strata Lots so that the owners of the Strata Lots can utilize the common areas of other strata corporations, which may be created on those Parent Parcels.

3.4 Limited Common Property

At the time Strata Plan EPS832 was filed in the Land Title Office, there was no designation of Limited Common Property in favour of any owner of a Strata Lot and no amendment has been filed in the Land Title Office as of the date of this Disclosure Statement designating any Common Property as Limited Common Property on Strata Plan EPS832.

3.5 Bylaws

The Strata Corporation's By-Laws (the "**By-Laws**") are those registered in the Land Title Office on January 13, 2013 under No. CA2967192, a copy of which is attached as Exhibit "G" hereto.

Under the By-Laws, Strata Lot owners are required to keep their respective Strata Lot in good repair and to use the Common Property and the Strata Lot in a manner that will not negatively impact other owners or their rights to use their Strata Lots or the Common Property.

The By-Laws provide that any dwelling cannot be used for any other purpose other than a private residence or vacation home for a single family. The By-Laws restrict parking of trailers, boats and recreational equipment except in areas not visible from roads or another Strata Lot.

The By-Laws provide that domestic pets are permitted on a Strata Lot but the owner must ensure that such pets do not damage Common Property or interfere with other owners.

3.6 Parking

Parking for the Remaining Strata Lots shall be located on each Remaining Strata Lot. The Zoning Bylaws dictates certain requirements for parking, one of which is that two off-street parking spaces will be provided for each Strata Lot. There will not be public or visitor parking located on the Common Property of the Development.

3.7 Budget

The estimated annual operating costs and budget of the Strata Corporation for the 2018/2019 are as set forth in the "**2019-2020 Budget**" attached as Exhibit "H" hereto. This sets out the monthly assessments for each of the Strata Lots in the Development during the operating year ending February 28, 2020.

Strata Lot owners will be responsible for paying for utilities and any other services provided to their Strata Lots. Services provided to the Common Property of the Strata Corporation will be paid through strata fees.

3.8 Utilities and Services

3.8.1 Water

The Remaining Strata Lots have been connected to their respective lot lines to a private water system owned and operated by 0938534 BC Ltd. (the "**Water Utility**"). The Water Utility has obtained a Certificate of Public Convenience and Necessity which was issued on June 7, 2012 under Certificate No. 1442.

A Statutory Right of Way has been granted in favour of the Water Utility and is registered against the Common Property of Strata Plan EPS832 under number CA2652033.

A copy of the Statutory Right of Way can be obtained from the Land Title Office.

Waterlines connecting a Remaining Strata Lot to the water system shall be, to the extent the lines are located on the Remaining Strata Lot, the responsibility of the Remaining Strata Lot owner and the costs associated with connecting the dwelling on the Remaining Strata Lot to the lot line connection will be borne by the Remaining Strata Lot owner. Prior to connection, there will be a standby fee and a connection fee charged by the Water Utility.

The Developer confirms that as of the date of this Disclosure Statement, the power source for the pumps connecting to the supply wells for the water supply is temporarily being provided by a gas-powered generator, managed by the Water Utility.

3.8.2 Electricity

Domestic power is not available to each Remaining Strata Lot at the lot line. Installation of domestic power will be the responsibility of each Remaining Strata Lot owner. The costs of connecting the service to the panel on any Strata Lot will also be at the cost of

the Remaining Strata Lot owner. Installation of electrical service must be coordinated with the local service provider, B.C. Hydro.

Typical service size is designed for 200 amps, but additional supply is available upon request.

3.8.3 Sewerage

The Remaining Strata Lots are connected at the lot line to a private sewer system owned and operated by 0938522 BC Ltd. (the "**Sewer Utility**"). The Sewer Utility has obtained a Municipal Wastewater Regulation (MWR) Registration No. 105466. Servicing of the Strata Lots with sewer has been completed. Unless and until the treatment plant is fully operational, the Sewer Utility reserves the right to continue to pump effluent out of the cisterns and to truck effluent/sewer discharge from receptacles to off-site locations rather than treating it. Sewer lines, along with works ancillary thereto, necessary for the servicing of the Development, are located on the Common Property as well as on certain portions of some of the Strata Lots.

A Statutory Right of Way has been granted in favour of the Sewer Utility and is registered against the Common Property of Strata Plan EPS832 under number CA2652034

A copy of the Statutory Right of Way can be obtained from the Land Title Office.

Sewer lines connecting a Remaining Strata Lot to the sewer system shall be, to the extent the lines are located on the Remaining Strata Lot, the responsibility of the Remaining Strata Lot owner and any costs associated with connecting any dwelling on the Remaining Strata Lot to lot line connection will be borne by the Remaining Strata Lot owner. Prior to connection, a standby fee charged and a connection fee will be charged by the Sewer Utility.

3.8.4 Natural Gas

There is currently no natural gas service provided in the Development.

The Statutory Rights of Way in favour of the Sewer Utility also allow it to install propane distribution lines in the Right of Way area to service the Development with propane in future. The Developer or the Sewer Utility may create a propane tank farm on the Common Property, to service the Strata Lots. If created, such propane tank farm shall distribute the propane throughout the Development across the Common Property of Strata Plan EPS832.

3.8.5 Fire protection

The Development is outside of established fire protection boundaries for local fire departments. If fire protection districts were expanded, fire protection could be provided by volunteer fire departments in the nearby communities of Baynes Lake or Jaffray. Baynes Lake and Jaffray are located approximately 20 kilometers and 34 kilometers respectively from the Development.

3.8.6 Telephone

There is no telephone service provided in the Development. The Statutory Rights of Way in favour of the Sewer Utility do allow telecommunications cabling to be placed within the Right of Way areas. All costs associated with the provision of telephone service to the Remaining Strata Lots are costs of the Remaining Strata Lot owners.

3.8.7 Access

Legal access to the Development is provided by a publicly-dedicated road known as Marcer Drive.

Within the Development, access to the Strata Lots is provided by a road located on the Common Property of the Strata Corporation. The road is currently not completed. The cost of such completion is the responsibility of the Strata Corporation who will seek payment for a proportionate share of such cost from all strata lot owners by way a special levey. Once completed, the Strata Corporation is responsible for the internal road on the Common Property of the Strata Corporation. Each Remaining Strata Lot owner will be responsible for the development costs of driveways on each respective Remaining Strata Lot.

3.9 Strata Management Contracts

As of March 1, 2018, the Strata Corporation has entered into a management agreement with a professional property management company, Snow Valley Strata Management (with whom the Developer deals at arm's length and which is not related to the Developer or its directors) to provide property management services to the Strata Corporation. A copy of the management agreement is attached hereto as Exhibit "I".

3.10 Insurance

The Strata Corporation has obtained the following insurance coverage with respect the Strata Corporation:

- (a) General liability insurance in the amount of Five Million Dollars (\$5,000,000.00);
- (b) Bodily injury and property damage in the amount of Five Million Dollars (\$5,000,000.00);
- (c) Personal & advertising injury liability in the amount of Five Million Dollars (\$5,000,000.00).

Purchasers of Remaining Strata Lots must obtain their own construction and all-risk property insurance coverage with respect to any buildings on their Remaining Strata Lots and contents thereof and liability insurance for their Remaining Strata Lots, as well as any other insurance such owners deem appropriate.

3.11 Rental Disclosure Statement

Section 139 of the *Strata Property Act* of the Province of British Columbia provides that a developer must disclose to any purchaser the developer's intention to rent or lease strata lots. It was the intention of the Previous Developer to sell all of the bare land strata lots in the Development to individuals for their own use. However, the Previous Developer reserved the right to rent or lease Strata Lots which are not sold. A copy of the Rental Disclosure Statement filed previously with the Superintendent of Real Estate is attached hereto as Exhibit "J".

4. TITLE AND LEGAL MATTERS

4.1 Legal Description

The legal descriptions for those Strata Lots in Strata Plan EPS832 owned by the Developer and in respect of which this Disclosure Statement relates (the “**Remaining Strata Lots**”) are as follows:

PID	Legal Descriptions
029-003-008	Strata Lot 7, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-091	Strata Lot 16, District Lot 10348, Kootenay District, Strata Plan EPS832
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029-003-270	Strata Lot 34, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-300	Strata Lot 37, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-342	Strata Lot 41, District Lot 10348, Kootenay District, Strata Plan EPS832
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029-003-385	Strata Lot 45, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-393	Strata Lot 46, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-407	Strata Lot 47, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-415	Strata Lot 48, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-423	Strata Lot 49, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-431	Strata Lot 50, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-440	Strata Lot 51, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-466	Strata Lot 53, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-474	Strata Lot 54, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-491	Strata Lot 56, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-504	Strata Lot 57, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-512	Strata Lot 58, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-521	Strata Lot 59, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-539	Strata Lot 60, District Lot 10348, Kootenay District, Strata Plan EPS832

PID	Legal Descriptions
029-003-547	Strata Lot 61, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-555	Strata Lot 62, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-563	Strata Lot 63, District Lot 10348, Kootenay District, Strata Plan EPS832
029-003-571	Strata Lot 64, District Lot 10348, Kootenay District, Strata Plan EPS832
	All together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V.

Note: Lots 60 and 61 are subject to a Covenant more particularly described in section 4.3(b)(ix) which prevents these lots from being marketed until such time as the structure which straddles the common lot line shared by these two lots is demolished.

4.2 Ownership

The Developer is the registered owner of the Remaining Strata Lots.

4.3 Existing Encumbrances and Legal Notations

As of the date of this Disclosure Statement (based on Land Title Office searches for each of the Remaining Strata Lots and the Common Property of Strata Plan EPS832, the following legal notations and liens, charges and interests are registered against, *inter alia*, the Remaining Strata Lots and/or the Common Property of Strata Plan EPS832 (complete copies of which are available to the public at the Land Title Office, unless otherwise indicated as being attached as an Exhibit hereto), and are briefly described as follows:

(a) Legal Notations:

- (i) Easement CA2648356 over Lot 1 Plan EPP14443 (for the benefit of, *inter alia*, the Remaining Strata Lots and the Common Property of Strata Plan EPS771) for the purpose of access over Lot 1 Plan EPP14443
- (ii) Easement CA2648357 over Lot 2 Plan EPP14443 (for the benefit of, *inter alia*, the Remaining Strata Lots and the Common Property of Strata Plan EPS771) for the purpose of access over the common property of Lot 2 Plan EPP14443;
- (iii) Easement CA2648359 over Lot 4 Plan EPP14443 (for the benefit of, *inter alia*, the Remaining Strata Lots and the Common Property of Strata Plan EPS771) for the purpose of access over the common property of Lot 4 Plan EPP14443;

(b) Charges, Liens and Interests

- (i) Easement CA2648358 (for the benefit of, *inter alia*, the Remaining Strata Lots and Lots 1, 2 and 4 Plan EPP14443) for the purpose of access over the common property of Strata Plan EPS832 Lot 3 Plan EPP14443;

- (ii) Rent Charge registered under number CA2967201 in favour of Water Utility (charging, *inter alia*, the Remaining Strata Lots) to secure the annual water availability of service charge;
- (iii) Rent Charge registered under number CA2967199 in favour of Sewer Utility (charging, *inter alia*, the Remaining Strata Lots) to secure the annual sewer availability of service charge;
- (iv) Rent Charge registered under number CA2651891 in favour of Koocansa Village Community Association (charging, *inter alia*, the Remaining Strata Lots) to secure the annual service charge for the maintenance of the Sweetwater Community Association's administration, facilities and the provision of its services;
- (v) Section 219 Covenant registered under number CA2967194 in favour of Water Utility (charging, *inter alia*, the Remaining Strata Lots) restricting water usage on the Strata Lots, and providing in particular, no more than 325 imperial gallons may be used per Strata Lot per day for irrigation of water supplied by the Water Utility;
- (vi) Statutory Building Scheme registered under number CA2967193, charging *inter alia* the Remaining Strata Lots, and restricting and providing for the use of the Strata Lots to ensure that each Strata Lot within the Development is developed, maintained and preserved for high quality residential use and enjoyment. The Statutory Building Scheme includes *inter alia* certain land use rules and regulations, site planning guidelines, architectural guidelines, and landscape guidelines. A copy of the Statutory Building Scheme is attached as Exhibit "D" hereto;
- (vii) Mortgage CA7021396 (as Modified by CA7663641) and Assignment of Rents CA7021397 (as Modified by CA7663642) in favour of 977230 Alberta Ltd., in respect of which partial release arrangements are in place upon the sale of each of the Remaining Strata Lots.
- (viii) Mortgage CA7663643 and Assignment of Rents CA7663644 in favour of 1213904 B.C. Ltd., in respect of which partial release arrangements are in place upon the sale of each of the Remaining Strata Lots.
- (ix) Covenant CA2967205 in favour of the Regional District of East Kootenay against Strata Lots 60 and 61 stating that these 2 Strata Lots shall not be sold or otherwise transferred separately as at the time of the Covenant (January 24, 2013) there was a structure which straddled the boundary of Strata Lots 60 and 61.
- (x) Covenant CA2967197 in favour of the Crown and the Regional District of East Kootenay against Strata Lots 58, 59 and 60 stating that no construction or disturbance of any kind shall occur on an area shown in bold on Plan EPP20410 and EPP27036 due to the presence of a potential natural geotechnical hazard.

- (xi) Statutory Rights of Way registered under numbers CA2652033 and CA 2652034 over the Common Property of Strata Plan EPS832 in favour of Water Utility and Sewer Utility respectively for the purpose of constructing, installing, maintaining and operating a water system, a sewage collection system and ancillary works as well as any components necessary for power, propane, telecommunications and television cable service
- (xii) Statutory Rights of Way registered under numbers CA3112813 and CA3112814 over the Common Property of Strata Plan EPS832 in favour of British Columbia Hydro and Power Authority and Telus Communications Inc. respectively for the purpose of telecommunications, data transmission and distributing electricity. Proposed Encumbrances

The following are encumbrances that the Developer may register against title to the Development:

- (c) Any and all encumbrances required by any municipality, regional or provincial government body or by any utility provider.

4.4 Outstanding or Contingent Litigation or Liabilities

Outstanding or contingent litigation or liabilities known to the Developer that might affect the Strata Corporation or any Remaining Strata Lot owner can be described as follows:

- (a) Upgrading or provision of 3 phase power to the water system to be completed by the Developer pursuant to Section 3.8.1 of this Disclosure Statement;
- (b) Upgrading or provision of 3 phase power to the waste water treatment facility to be completed by the Developer.
- (c) Strata Lots 1 to 35 are in the process of completing geotechnical remediation which must be completed prior to the ability of the owner of a Strata Lot in this group of lots to obtain a building permit from the Regional District of East Kootenay. This is the obligation of the Strata Corporation, which will be paid for by Special Levy as approved on July 30, 2019 and is attached hereto as Schedule "K". This work was commenced on September 4th, 2019 and is scheduled to be completed by May 1st, 2020.
- (d) Power is required to be installed to all Remaining Strata Lots which is the responsibility of the Strata Corporation, which will be paid for by Special Levy as approved on July 30, 2019 and is attached hereto as Schedule "K". This work is scheduled to commence on April 1st, 2020 and completed by June 1st, 2020.
- (e) Pursuant to paragraph 6.2 of Policy Statement 2, Developer confirms that it has adequate capital to complete its' obligations to complete the utilities and other services associated with the Remaining Strata Lots.

4.5 Environmental Matters

There are no known environmental issues associated with any of the Remaining Strata Lots. Note should be taken of the previously disclosed geotechnical issues identified in sections 4.3(b)(x) and section 4.4(c).

5. CONSTRUCTION AND WARRANTIES

5.1 Construction

The Strata Plan for EPS 832 was deposited in the Kamloops Land Titles Office on January 24th, 2013. The Remaining Strata Lots are subject to some additional construction of electrical service and geotechnical remediation as set out herein in paragraphs 4.4(c) and (d).

5.2 Warranties

There are no construction or other warranties with respect to the Remaining Strata Lots.

6. APPROVALS AND FINANCES

6.1 Development Approval

All development approvals relating to the development, construction and servicing of the Development were obtained by the Previous Developer and with the exception of the completion of the items noted in paragraphs 4.5 (c) and (d), no further development approvals are required in connection with the Remaining Strata Lots.

7. MISCELLANEOUS

7.1 Deposits

All deposits payable by purchasers of Remaining Strata Lots under any **PSA** (as defined in Section 7.2 of this Disclosure Statement) will be held by the Developer's lawyer, Gordon Leffler, Barrister and Solicitor, of 1361 7th Avenue, Fernie, British Columbia V0B 1M0, in trust and in the manner required by the Act.

7.2 Purchase Agreement

A copy of the Developer's preferred form of purchase agreement with respect to the sale and purchase of a Remaining Strata Lot is attached as Exhibit "L" to this Disclosure Statement (the "**PSA**").

7.3 Developer's Commitments

Some or all of the following Developer's commitments may be completed after completion of the sale of Remaining Strata Lots. The Developer will endeavour to cause the water and sewer utility companies to complete any upgrades to the water and sewer systems servicing the Remaining Strata Lots if so required by governmental authorities.

7.4 Other Material Facts

The Developer is not aware of any other material facts relating to the offering and sale of the Remaining Strata Lots not otherwise disclosed herein.

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 defenses available under section 22 of the Act.

DECLARATION

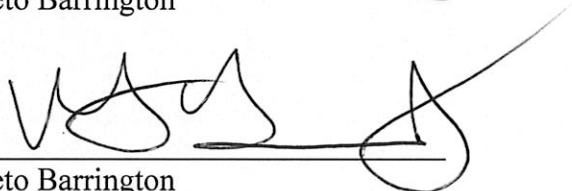
The foregoing statements disclose, without misrepresentation, all material facts relating to the Remaining Strata Lots, comprising portions of the Development referred to above, as required by the *Real Estate Development Marketing Act of British Columbia*, as of October 23, 2019.

KV Properties Inc, by its authorized signatory:

Per:


Reto Barrington

Per:


Reto Barrington
Director
KV Properties Inc.

SCHEDULE "A"

KAMLOOPS LAND TITLE OFFICE

Jan-24-2013 16:42:07.002

EPS832

PAGE 1 OF 5 PAGES

SURVEY PLAN CERTIFICATION

PROVINCE OF BRITISH COLUMBIA

0582

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you

(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and

(b) certify the matters set out in section 168.73 (4) of the Land Title Act, Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

Keith Ekman
MLUD11

Digitally signed by Keith Ekman
MLUD11
DN: c=CA, cn=Keith Ekman MLUD11,
o=BC Land Surveyor, ou=Verify ID at
www.juricart.com/LKUP.cfm?
jd=MLUD11
Date: 2012.12.17 17:26:01 -0700

1. BC LAND SURVEYOR: (Name, address, phone number)

Keith W. Ekman

Ekman Land Surveying Ltd.

217B Industrial Road F

Cranbrook

BC V1C 6N4

File:20832-11

Phone 250-426-3822

email keith@ekman.ca

☐ Surveyor General Certification

2. PLAN IDENTIFICATION:

Control Number: 135-579-0361

Plan Number: EPS832

This original plan number assignment was done under Commission #: 582

LTO Document Reference: CA2967125

3. CERTIFICATION:

☒ Form 9 ☐ Explanatory Plan ☐ Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2012 December 12 (YYYY/Month/DD) The checklist was filed under ECR#: 144256
The plan was completed and checked on: 2012 December 17 (YYYY/Month/DD)

☒ None ☐ Strata Form S☒ None ☐ Strata Form U1 ☐ Strata Form U1/U2Arterial Highway ☐4. ALTERATION: ☐

PHASED BARE LAND STRATA PLAN OF
LOT 3 DISTRICT LOT 10348 KOOTENAY DISTRICT PLAN EPP14443
EAST KOOTENAY ASSESSMENT DISTRICT
BCGS 826.014

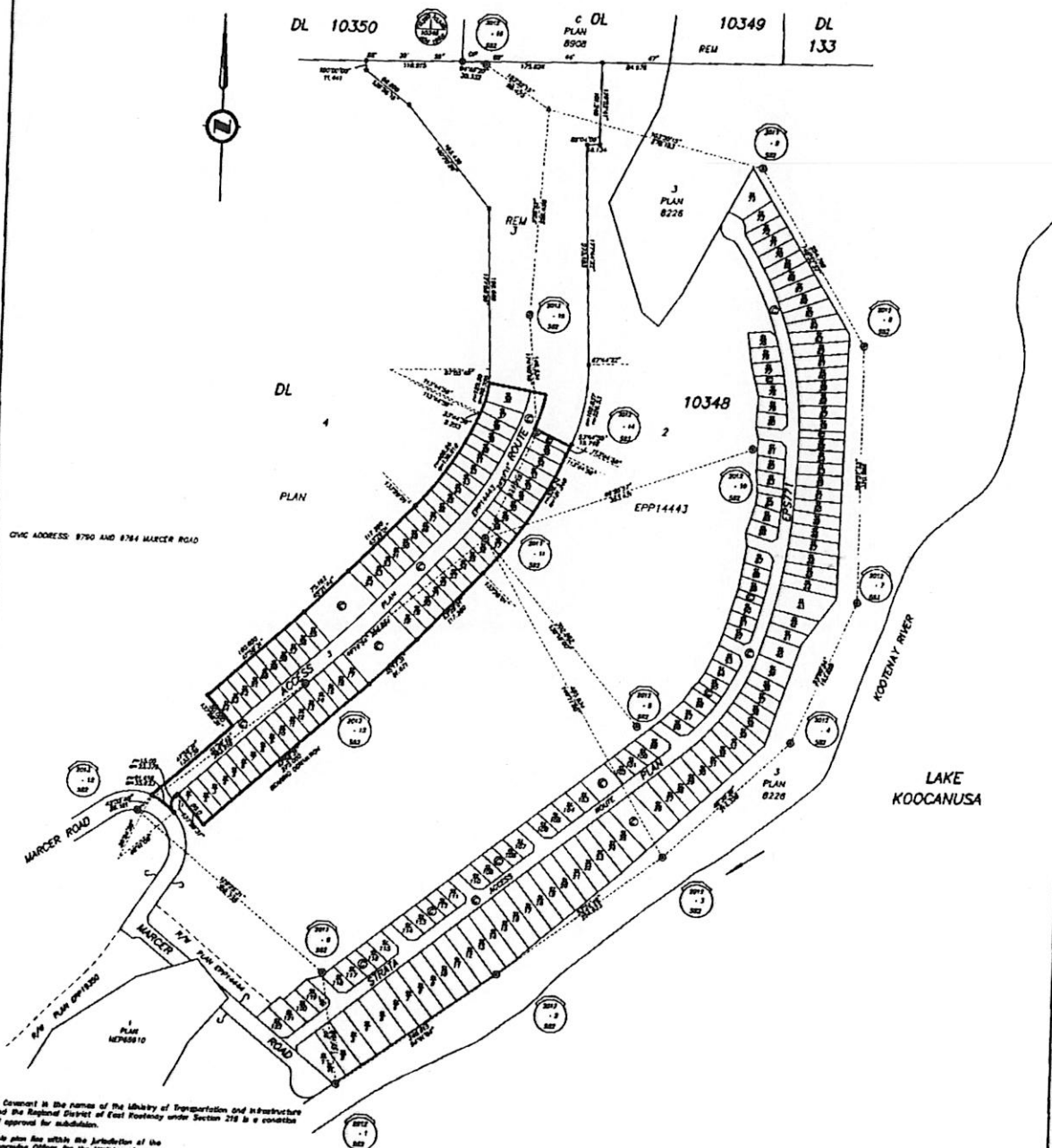
SHEET 1 OF 4 SHEETS
STRATA PLAN EPS832
PHASE 1

The intended plot size of this plan is 500mm in width by 250mm in height (10 mm) when plotted at a scale of 1:2500

LEGEND:

Grid bearings are derived from PLAN EPP14443
All distances are in metres

- ⊙ - denotes standard concrete post found
- ⊙ - denotes standard iron post found
- ⊙ - denotes standard concrete post set
- ⊙ - denotes bronze hub set
- ⊙ - denotes steel set
- ⊙ - denotes common property



A Covenant in the names of the Ministry of Transportation and Infrastructure and the Regional District of East Kootenay under Section 218 is a condition of approval for subdivision.

This plan has with the jurisdiction of the Approval Officer for the Ministry of Transportation and Infrastructure BCGS 826.014

DYLAN LAND SURVEYING LTD.
3170 INDUSTRIAL ROAD F
GRANBY BC
V1C 6M4
250-629-3823
FILE: 2012-11

Modified measurement has been approved for this survey

The field survey represented by this plan was completed by Matt H. Elman, BCLS on the 13th day of December, 2012

This plan lies within the East Kootenay Regional District.

20832-11_SHT1

SHEET 2 OF 4 SHEETS
 STRATA PLAN EPS832
 PHASE 1

LEGEND:

- ⑤ - species standard outside post found
- ⑥ - species standard horn post found
- ⑦ - species standard cornicle post not
- ⑧ - species cornicle not
- ⑨ - species common property

10

10348

PLAN
EPP14443

www.3m.com

11-ETWOL 3764
E28C-407-02T
448 214
C.B. MOORE
TAYLOR B. C.
1717 1/2
1717 1/2
1717 1/2

The field survey represented by the plan map completed by Keith W. Elmer, BCLS on the 12th day of December, 2012.

20832-11-SHT2

SCHEDULE "B"

KAMLOOPS LAND TITLE OFFICE

Jun-26-2012 12:57:40.002

EPP14443

PAGE 1 OF 2 PAGES

SURVEY PLAN CERTIFICATION

PROVINCE OF BRITISH COLUMBIA

0582

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you

(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and

(b) certify the matters set out in section 168.73 (4) of the Land Title Act,

Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

Keith Ekman
MLUD11

Digitally signed by Keith Ekman
MLUD11
DN: c=CA, cn=Keith Ekman MLUD11,
o=BC Land Surveyor, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=MLUD11
Date: 2012.06.14 13:54:59 -06'00'

1. BC LAND SURVEYOR: (Name, address, phone number)

Keith W. Ekman

Ekman Land Surveying Ltd.

217B Industrial Road F

Cranbrook

BC V1C 6N4

File: 20832-1

Phone 250-426-3822

email keith@ekman.ca

☐ Surveyor General Certification

2. PLAN IDENTIFICATION:

Control Number: 133-970-3699

Plan Number: EPP14443

This original plan number assignment was done under Commission #: 582

LTO Document Reference: CA2620460

3. CERTIFICATION:

☒ Form 9 ☐ Explanatory Plan ☐ Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2012 April 13 (YYYY/Month/DD) The checklist was filed under ECR#: 135261
The plan was completed and checked on: 2012 April 20 (YYYY/Month/DD)

☒ None ☐ Strata Form S

☒ None ☐ Strata Form U1 ☐ Strata Form U1/U2

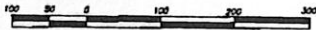
Arterial Highway ☐

4. ALTERATION: ☐

**SUBDIVISION PLAN OF
LOT 2 DISTRICT LOT 10348 KOOTENAY DISTRICT
PLAN 8226**

PLAN EPP14443

BCGS 82G.014



The intended plot area of this plan is 5400m in width by 800m in height (D size) when plotted at a scale of 1:3000.

LEGEND:

Grid bearings are derived from differential carrier phase GPS observations and are referred to the national datum of Zone 11. To obtain local magnetic bearings referred to the meridian through point 'A' add 117°30'.

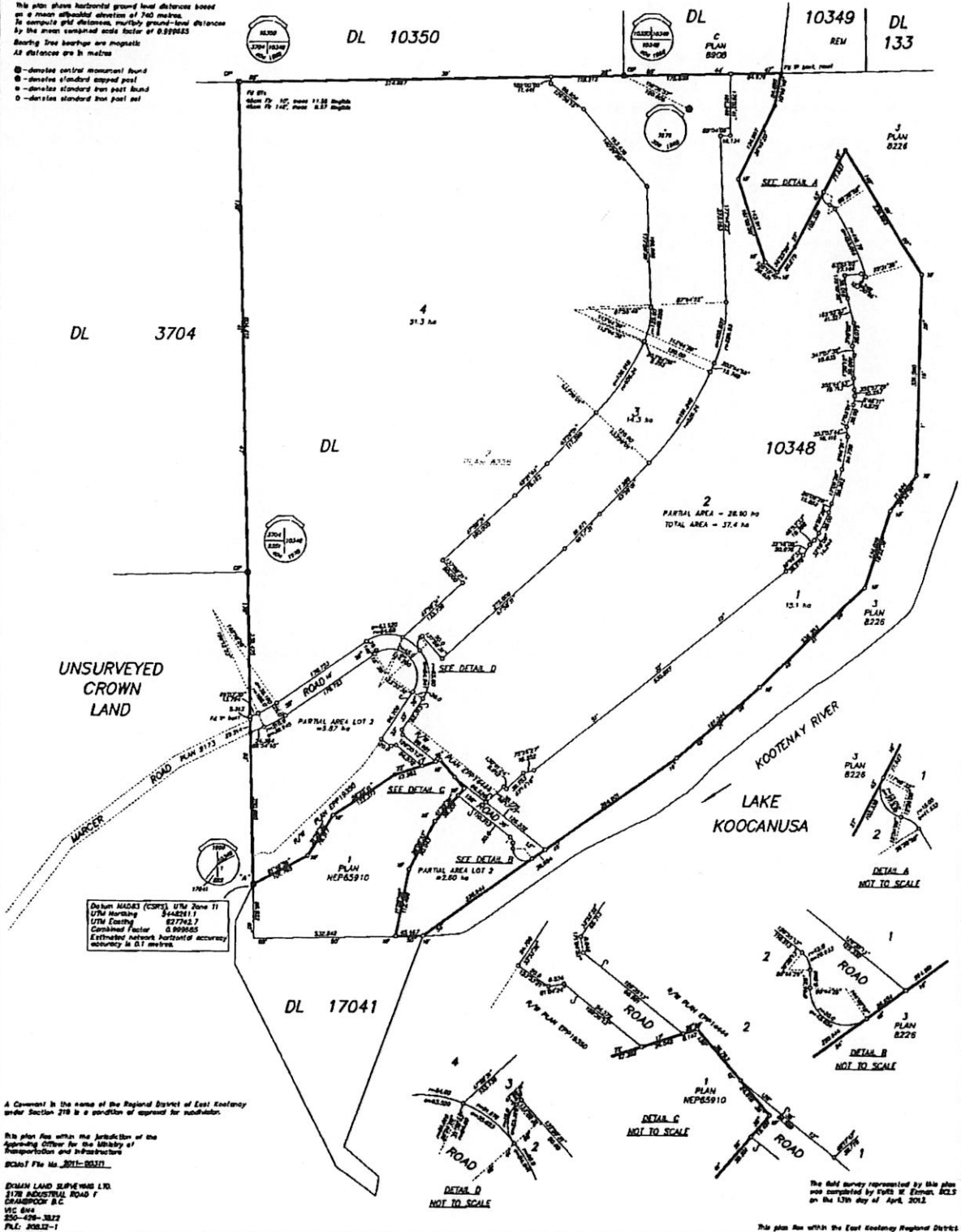
The UTM coordinates and estimated network horizontal accuracy are derived from GPS and frequency observations processed by Natural Resources Canada's precise point positioning service.

This plan shows horizontal ground level distances based on a mean upward elevation of 740 metres. To compute grid distances, multiply ground-level distances by the mean combined scale factor of 0.999853.

Bearing tree bearings are magnetic.

All distances are in metres.

① - denotes central monument found
② - denotes standard survey post
③ - denotes standard iron post found
④ - denotes standard iron post not



A Consent in the name of the Regional District of East Kootenay under Section 218 is a condition of approval for modification.

This plan lies within the jurisdiction of the Regional District of East Kootenay for the purpose of Transportation and Infrastructure.

BCA07 File No. 2011-00171
BRAND LAND SURVEYING LTD.
1178 INDUSTRIAL ROAD F
CRANFORD B.C.
V1C 6H4
250-428-3822
PLAN 2012-1

The field survey represented by this plan was completed by TREVOR W. ELMAN, B.S. on the 17th day of April, 2012.

This plan lies within the East Kootenay Regional District

20832-1

SCHEDULE "C"

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Jul-11-2012 16:32:43.003

CA2651891

PAGE 1 OF 8 PAGES

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

William Jerome
MacDonald
7STYS3

Digitally signed by William Jerome
 MacDonald 7STYS3
 DN: c=CA, cn=William Jerome
 MacDonald 7STYS3, o=Lawyer,
 ou=Verify ID at www.juricart.com/
 LKUP.cfm?id=7STYS3
 Date: 2012.07.11 14:59:51 -0600

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

MacDonald Thomas

1018 - 7th Avenue

PO Box 2400

Invermere

BC V0A 1K0

250-342-6921

LTO #: 10783

File #: 7909KAT

Document Fees: \$72.50

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

- | 3. NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|-----------------------|------------|------------------------|
| Rent Charge | | Entire Document |

4. TERMS: Part 2 of this instrument consists of (select one only)
 (a) ☐ Filed Standard Charge Terms D.F. No. (b) ☒ Express Charge Terms Annexed as Part 2
 A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
MARCCER RANCHING LTD., INC. NO 87000

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

4401 MACLEOD TRAIL S.W.

CALGARY

T2G 0A5

ALBERTA

CANADA

Incorporation No

S60030

7. ADDITIONAL OR MODIFIED TERMS:
 N/A

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

Officer Signature(s)

Nikolaus Demiantschuk

Barrister & Solicitor

1200, 1015 - 4 Street S.W.

Calgary, AB T2R 1J4

Execution Date		
Y	M	D
12	07	04

Transferor(s) Signature(s)

Marcerc Ranching Ltd. by its
 authorized signatory:

Craig Douglas McMorran

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 8 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Nikolaus Demiantschuk

Y	M	D
12	07	04

Sweetwater Community Association by
its authorized signatory(ies):

Barrister & Solicitor

1200, 1015 - 4 Street S.W.

Calgary, AB T2R 1J4

Per: Craig Douglas McMorran

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.

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 8 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-867-343**LOT 1 , DISTRICT LOT 10348, KOOTENAY DISTRICT PLAN EPP14443**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-867-351**LOT 2 , DISTRICT LOT 10348, KOOTENAY DISTRICT PLAN EPP14443**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

028-867-360**LOT 3 , DISTRICT LOT 10348, KOOTENAY DISTRICT PLAN EPP14443**

STC?

YES ☐

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 8 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

028-867-378 LOT 4 , DISTRICT LOT 10348, KOOTENAY DISTRICT PLAN EPP14443

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES ☐

Terms of Instrument – PART 2

THIS RENT CHARGE AGREEMENT made as of the ____ day of _____, 2012

BETWEEN:

MARCER RANCHING LTD., of 4401 Macleod Trail S.W. Calgary, AB
T2G 0A5

(hereinafter called the "Grantor")
OF THE FIRST PART

AND:

SWEETWATER COMMUNITY ASSOCIATION, incorporated in the
Province of British Columbia under Society #S60030, with an office at 4401
Macleod Trail S.W., Calgary, AB T2G 0A5

(hereinafter called the "Grantee")
OF THE SECOND PART

WHEREAS:

- A. The Grantee maintains and operates a Community Association for the benefit of all present and future property owners in the "Sweetwater Lake Village" development situate near the Hamlet of Baynes Lake in the Province of British Columbia;
- B. The Grantee has agreed to maintain the said Community Association in service to the Grantor in future, upon conditions that the Grantor will pay an annual service charge to the Grantee for the maintenance of the Grantee's administration, facilities and the provision of its services in accordance with the rates established from time to time by the Association;

AND WHEREAS:

- C. The Grantor is the registered owner of the lands described more fully in Form C, paragraph 2, attached hereto;
- D. The Grantor has agreed to grant to the Grantee a yearly rent charge, charged against the land owned by the Grantor and the Grantor's successors, hereinafter described, in order to secure the annual service charge to the Grantee;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the payment by the Grantee to the Grantor of the sum of One Dollar (\$1.00) of lawful money of Canada (the receipt and sufficiency of which is hereby by the Grantee acknowledged), the parties hereby agree as follows:

1. Grant of Rent Charge

- 1.1 The Grantor does hereby grant to the Grantee for a term of fifty (50) years a yearly rent charge in the amount hereinafter set out to commence and to be computed from the date of granting of this rent charge and to be charged upon and issuing and payable out of each of the strata lots to

be created from the subdivision of all and singular those certain parcels or tracts of land and premises described herein as the Lands.

- 1.2 The yearly rent charge shall be deemed to accrue from day to day but shall be paid in one annual instalment on the 1st day of January in each year with the first payment being made on the 1st day of January next after the date of this agreement. The amount of the yearly rent charge for each lot shall be the greater of the following amounts:
 - (a) the sum of \$1.00; and
 - (b) such additional sum in excess of the yearly rent charge as may be imposed from time to time by the Association in accordance with its annual budget allocations.
- 1.3 Provided that upon the Grantor making application to the Grantee to join the Community Association and agreeing to pay to the Grantee thereafter a service charge in accordance with the annual budget from time to time issued by the Grantee, then the above-mentioned rent charged shall abate against such lot for as long as the service charge is paid in accordance with the said budget, provided however that the Grantor has paid all arrears and interest to the Grantee including the rent charge accrued from the date of registration of the rent charge to the date of registration of title of the strata lots concerned in the name of its owner for the time being.
- 1.4 Any arrears of rent charge shall bear interest from the due date until payment at the rate of 24% per annum and shall be a charge upon all lots in default in the same manner as the rent charge hereby charged on the said lots.
- 1.5 The Grantor further covenants with the Grantee that the Grantor and the persons deriving title under him will at all times hereafter pay to the said Grantee the said rent charge at the times and in the manner hereinbefore appointed for payment.
2. **Rights of Grantee to Seize and Sell upon Default**
 - 2.1 It is agreed that if default shall be made in payment of the within rent charge or any part thereof, or interest, and such default remains unremedied for 180 days after notice of default of payment has been sent to the Grantor by registered mail, then at any time thereafter, the Grantee may enter upon such parcel in respect of which the notice of default remains unremedied and distrain the instalment or instalments in arrears and may take, lead, drive, carry away, and impound until the said rent charge and the arrears and interest thereof, if any, together with all costs and charges incurred by such distress or in obtaining payment until the said rent charge shall be fully paid and satisfied.
 - 2.2 It is agreed that if, following the expiration of 240 days from the date notice of default described in paragraph 2.1 was sent to the Grantor by registered mail, the Grantee may forthwith sell and absolutely dispose of those of the parcel in respect of which notice of default was given, either by public auction or private contract as to it, the said Grantee, shall deem fit and proper and may convey and assure the same to the purchaser in fee simple and the Grantor hereby constitutes the Grantee, its successors and assigns, the attorney or attorneys irrevocable by death or otherwise,

of him the Grantor, his heirs, executors or administrators to make such conveyance or conveyances. Provided however that such power of sale shall not be exercised until one month after previous notice in writing shall have been given to the Grantor by delivery to him or by delivery to an adult person upon the said lands or if vacant, then by substitute service in the manner allowed under the Supreme Court Rules of the Province of British Columbia, and the further proviso that the Grantor does not, before the making of the sale, pay the amount in default with interest thereof and the cost of any such notice and proceedings of sale and further proviso that no legal proceedings shall be commenced in any court seeking any remedy respecting such sale.

- 2.3 It is agreed that notwithstanding the absolute disposition of the said lots which are in default, the said rent charge shall survive and the purchasers in fee simple shall be subject to the terms of the agreement provided that no purchaser shall be bound to inquire whether any instalment or instalments of the said rent charge is in arrears or as to the impropriety or irregularity of such sale and it shall be as regards the purchaser or purchasers be deemed within the aforesaid power and be valid accordingly and the remedy (if any) of the Grantor in respect of any impropriety or irregularity in any such sale shall be in damages only and the purchaser or purchasers on any such sale shall not be required to see to the application of the proceeds of the sale or be accountable for any loss, misappropriation or misapplication thereof.
- 2.4 It is agreed that the monies realized by reason of any such sale as aforesaid shall be applied by the Grantee firstly to place in payment of the expenses incurred as a result of such sale or otherwise in relation to the premises and then in and towards satisfaction of the monies for the time being owing upon the security of these presents and then to pay the surplus, in any, to the Grantor or as the Grantor shall direct.

3. **Right to Deny Access**

- 3.1 It is agreed that:
- (a) If default is made in payment of the within rent charge or any part thereof, or interest for a period of 180 days after the day hereinbefore appointed for payment thereof; or
 - (b) If any action or inaction by the Grantor (or by owners of any lots comprising the Lands subject to the rent charge) that would prejudice the Grantee's ability to supply services to its members, or be compensated for the supply of that service;

then at any time thereafter, the Grantee may refuse the Grantor access to the Community Association facilities without prejudice to any of its legal remedies for such period the Grantee, acting reasonably, shall deem appropriate.

- 3.2 Following revocation of access rights to the Community Association facilities, restoration of access shall be preceded by correction of any or all of the conditions for which access rights were revoked and on payment of:
- (a) amounts due and payable to the Grantor, and

- (b) a guarantee deposit if required by the Grantor to secure payment of the rent charge for the next succeeding year.

4. Right to Sue for Arrears

- 4.1 Notwithstanding the foregoing provisions for enforcement of the payments due hereunder, the Grantee, at its option, may bring or take any legal action for payment in any court of competent jurisdiction.

5. Binding Effect

- 5.1 It is agreed that these presents and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators and assigns, respectively.

6. Non-Release of Rent Charge

- 6.1 For a period of ten years commencing the 1st day of August, 2012, the Grantee shall not release any parcel from the provisions of this Agreement without the written consent of the Grantor.

7. Liability and Indemnity

- 7.1 Excepting for damage, injury or loss occasioned by negligence of the Grantee or its agents or employees acting within the scope of their employment, the Grantee shall not be liable for, and the Grantor shall indemnify and save harmless the Grantee against any and all claims and demands which may be made against the Grantee as a result of any damage, injury or loss, however caused, suffered by the Grantee as a result of its entry on the premises or property owned or leased by the Grantor in connection with the delivery of the service.
- 7.2 Notwithstanding anything herein contained the Grantee shall not be responsible for any damages, injury or loss occasioned by the Grantor or anyone claiming through him, her or them, arising out of use of the lands and facilities of the Community Association.

8. Assent

- 8.1 The Grantor and Grantee have signified their assent to the terms of this document by affixing their signatures on the Form C annexed hereto.

SCHEDULE "D"

Status: Registered
FORM 17C V8

Doc #: CA2967193

RCVD: RQST: 2013-02-19 08:29:04

KAMLOOPS LAND TITLE OFFICE

DECLARATION(S) ATTACHED

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING Jan-24-2013 16:42:07.007
LAND TITLE AND SURVEY AUTHORITY

CA2967193

PAGE 1 OF 15 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- 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*.

Kerri-Anne
Thomas
F2VNJG

Digitally signed by Kerri-Anne Thomas
F2VNJG
DN: c=CA, cn=Kerri-Anne Thomas
F2VNJG, o=Lawyer, ou=Verify ID at
www.jurisnet.com/1 KUP.cfm?
id=F2VNJG
Date: 2013.01.24 16:47:36 -0700

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

MacDonald Thomas, Barristers & Solicitors
PO Box 2400, 1018 - 7th Avenue

Telephone: 250-342-6921
File No.: 7909KAT
LTO Client No.: 10783

Invermere

BC V0A 1K0

Document Fees: \$72.50

Deduct L.T.S.A. Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

NO PID NMBR STRATA LOTS 1 - 64, DISTRICT LOT 10348, KOOTENAY DISTRICT STRATA
PLAN EPS832

STC? YES

Related Plan Number: EPS832

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

STATUTORY BUILDING SCHEME
ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

NOT APPLICABLE

LAND TITLE ACT

FORM 35
(section 220(1))

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST CHARGE: Building Scheme

HEREWITH FEES OF: \$

Address of person entitled to apply to register this building scheme:

4401 MacLeod Trail SW, Calgary, AB, T2G 0A5

Full name, address, and telephone number of person presenting application:

Kerri-Anne Thomas, Barrister & Solicitor
MacDonald Thomas
PO Box 2400, 1018 – 7th Avenue
Invermere, BC, V0A 1K0
Ph: 250-342-6921 / Fx: 250-342-3237
LTO Client #10783 File: 7909KAT



Signature of Applicant or
Solicitor or Authorized Agent

I, Craig Douglas McMorran declare that:

1. I am the authorized signatory of Marcer Ranching Ltd., Inc. No. 8700, who is the registered owner in fee simple of the following land (the "Lots"):

Strata Lots 1 to 64, District Lot 10348, Kootenay District, Strata Plan EPS832
2. I hereby create a building scheme relating to the Lots.
3. A sale of any of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.
4. The restrictions will be for the benefit of all the Lots, provided, however, that I reserve the right to exempt any of the Lots remaining undisposed of by me from all or any of the restrictions and benefits.

EXECUTION(S)

Officer Signature(s)



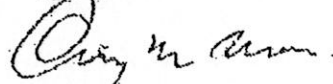
KERRI-ANNE THOMAS
 BARRISTER & SOLICITOR
 1018 - 7th Ave PO Box 2400
 INVERMERE, BC V0A 1K0
 PH (250) 342-8821
 FAX (250) 342-3237

Execution Date

Y	M	D
13	01	24

Chargeholder Signature(s)

Marcor Ranching Ltd., by its authorized
 signatory:



Craig Douglas McMoran

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.

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS

We 977230 Alberta Ltd, of [addresses of chargeholders], the holder of the following registered charges, consent to the registration of the above Declaration of Building Scheme and agree that it will have priority over our respective charges.

Officer Signature(s)



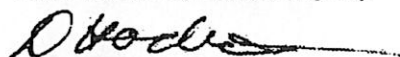
KERRI-ANNE THOMAS
 BARRISTER & SOLICITOR
 1018 - 7th Ave PO Box 2400
 INVERMERE, BC V0A 1K0
 PH (250) 342-8821
 FAX (250) 342-3237

Execution Date

Y	M	D
13	01	24

Chargeholder Signature(s)

977230 Alberta Ltd., by its authorized signatory:



Dennis Hockett
 Mortgage LB62234 transferred to CA2375180
 Assignment of Rents LB62235 transferred to
 CA2375181
 Right of First Refusal LB107283 transferred to
 CA2375156
 Mortgage LB139618 transferred to CA2375157

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.

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA2967193

PAGE 1 OF 16 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.

**Kerri-Anne
Thomas
F2VNJG**

Digitally signed by Kerri-Anne
Thomas F2VNJG
DN: c=CA, cn=Kerri-Anne Thomas
F2VNJG, ou=Lawyer, ou=Verity ID at
http://idcert.com/UKUP.dn?
id=F2VNJG
Date: 2013.02.13 12:13:07 -0700

The Statutory Building Scheme Declaration of Covenants and Restrictions registered under CA2967193 requires amendments thereto.

Attached hereto is the amended Statutory Building Scheme Declaration of Covenants and Restrictions along with a letter of authorization.

We hereby request that the originally submitted Statutory Building Scheme Declaration of Covenants and Restrictions, which were then replaced by a second Statutory Building Scheme Declaration of Covenants and Restrictions, be replaced in their entirety by the attached revision.

I make this declaration based on personal knowledge and reasonable belief.

Gail Corrigal

NOTE:

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

Fee Collected for Document: \$0.00

STATUTORY BUILDING SCHEME

Declaration of Covenants and Restrictions

The within Statutory Building Scheme is declared by Marcer Ranching Ltd., as Grantor, this 24th day of January, 2013.

NOW THEREFORE THIS BUILDING SCHEME WITNESSETH that in consideration of the foregoing, the Grantor does hereby for itself, its successors and assigns in title, covenant and agree to observe and be bound by the hereinafter mentioned covenants, which said covenants shall be construed to be and shall be covenants running with the land and shall be appurtenant to all of the said bare land strata lots for the benefit of all the respective owners thereof, from time to time, as follows:

Section 1 - Land Use Rules and Restrictions

a) Definitions

The following definitions apply within this building scheme:

"Deck" means a roofless, floored structure, typically with a railing, that adjoins a house and that is elevated above the finished grade of the immediately adjoining landscape.

"Developer" means Marcer Ranching Ltd.

"Development" means the 64 bare land strata lots created by the registration of strata plan EPS832.

"Dwelling" means any dwelling, building, structure or other improvement.

"Patio" means an at-grade outdoor space, with hard surface, adjoining a house and that is at the same finished grade of the immediately adjoining landscape.

"Pet Enclosure" means an area located in the rear or side yard of a Strata Lot that is no larger than 20 square metres.

"Porch" means a covered platform, usually having a separate roof, at an entrance to a house which may or may not be elevated above finished grade. Porches may or may not be enclosed with screen or other materials to extend their seasonal use. Porches include balconies. A deck overhead is not considered a roof structure.

"Rooftop Deck" means a roofless, floored surface above the main floor living area or garage of a house.

"Strata Lot" means a Strata Lot located in the Development.

b) Plan Approval

There will not be constructed, placed, erected or maintained on any Strata Lot any Dwelling, unless and until, plans and specifications showing compliance in all respects with these restrictions which show elevations, siting, size, colour scheme and all materials to be used have been submitted to and approved in writing by the Developer.

c) Buildings

Development is restricted to one single-family residence on each Strata Lot, together with such ancillary improvements and uses as are expressly provided for herein. No owner may construct, cause to be constructed, place or permit to be placed, any trailer or any similar type of dwelling unit.

d) Camping

There shall be no camping or any other form of temporary occupation upon any Strata Lot.

e) Vehicle Storage/Operation

- No parking of recreational vehicles, boats and other motorized watercraft, and trailers within the rear yard or side yard of any Strata Lot is permitted at any time.
- No recreational vehicles, boats and other motorized watercraft, and trailers shall be stored within the Development for any period longer than 48 consecutive hours unless it is contained within the garage of the home. Notwithstanding the provisions for short-term parking outlined above, the storage of recreational vehicles, boats and other motorized watercraft, and trailers for periods longer than permitted above is prohibited on all Strata Lots.

Recreational Vehicles

- No recreational vehicles, campers, or large camping trailers may be parked within the front yard area of a home within the Development longer than 48 consecutive hours and not exceeding eight days in a calendar year.

Boats and Motorized Watercraft (Over 15' in Length)

- No parking of boats and motorized watercraft (over 15 feet in length) within the front yard area of a Strata Lot is permitted during the period from May 15th through September 1st.

Small Boats, Small Motorized Watercraft and Other Motorized Recreational Vehicles

- No parking of boats and motorized watercraft under 15 feet in length (ie. Seadoos) and other motorized recreational vehicles (ie. minibikes, quads) within the front yard area of a Strata Lot is permitted.

f) Garbage

No household refuse or garbage may be stored or permitted to be stored outside the dwelling unit.

g) Use of Residences

No Dwelling shall be used for other than a single-family residence, and in particular, no Dwelling shall be used for the purpose of any trade, trade vocation, commercial enterprise of any description, charitable, religious or educational uses, and without restricting the generality of the foregoing, none of them shall be used as an apartment house, bed and breakfast establishment, recreational facility, boarding house, rooming house, vacation rental, hotel, beer parlour, resort, store, restaurant, shop or place of trade or business; provided however that this restriction shall not prevent physicians, lawyers, writers, artists or other professional men or women from making their offices or studios on the Strata Lots.

h) Destroyed Improvements

No partially or totally destroyed improvements shall remain unrepaired, reconstructed or removed longer than three (3) months from the date of destruction or such reasonably longer period of time as may be necessary to complete any repair or reconstruction with due diligence and continuity provided, however, that the time for completion of such repair, reconstruction or removal shall be extended for the period of actual delay encountered due to reasons beyond the owner's control (other than the owner's financial inability), such as strikes, lockouts, embargoes, shortage of labour and materials, wars, riots and acts of God.

i) Antennae

No pole, mast, antenna or aerial structure shall be installed or maintained on any Strata Lot. No satellite dishes or exterior television receiving dish or antenna of any sort shall be permitted on any Strata Lot except such dishes as are less than 24" in diameter, and in no case shall the permitted dish be visible from the access road within the Development.

j) New Materials

Improvements may not be constructed with any materials that are not new materials and no used building or structure shall be relocated to or placed upon any Strata Lot.

k) Tree Removal

No living tree or trees may be cut or removed or caused to die.

SECTION 2– Site Planning Guidelines

2.1 Strata Lot Plan

Building Envelope

No home or ancillary buildings and structures may be constructed outside the Building Envelope except:

- Steps may encroach no more than 1.2 metres beyond the Building Envelope (ie. into the setback).
- Roof overhangs, eaves, gutters, cornices, sills, bay windows and chimneys may extend beyond the Building Envelope a distance no greater than 50% of the required setback.
- Landscaping must extend to the property lines on all sides except the front. On the front of the Strata Lot landscaping shall extend to the street edge.
- Parking areas and driveways shall be fully contained within the Building Envelope except for the driveway access from the frontage road.

Utility Rights-of-Way & Easements

No permanent construction or tree planting within any designated utility right-of-way or easement is permitted.

2.2 Strata Lot Grading and Site Drainage

No grading of a Strata Lot that does not ensure proper drainage in accordance with the Developers overall scheme for the community is permitted.

Home designs may not be located outside the context of the existing grading for each Strata Lot. No home may be artificially elevated on the Strata Lot.

No Strata Lot shall be graded in a manner that affects the overall drainage scheme for the community and this may require the development of swales and other drainage features on a Strata Lot. The established drainage may not be altered in any form following completion of the home. Storm water originating on a Strata Lot may not be directed to neighbouring Strata Lots.

Drainage swales and retaining walls may not be installed unless same are designed to conform to the overall approved site grading and drainage plan.

2.3 Driveways and Strata Lot Access

Not more than one driveway shall connect a Strata Lot to the frontage road.

No driveways may be constructed except in a manner that complies with the following:

1. contained within the Building Envelope except as required for access to the frontage road; and,
2. edge of driveway must be a minimum of 2.0m from side property line.

No driveway width and parking area shall exceed 6.0m in width.

No driveways may be surfaced except with suitable paving such as concrete pave stone, concrete, asphalt or HDPE grass pavers. Concrete may not be used unless adequately reinforced and coloured and textured or with an exposed aggregate finish. No loose aggregate (ie. gravel) is permitted as a driveway material.

2.4 Site Services, Utility Boxes & Mechanical Equipment

No mechanical equipment may be located outside of the Dwelling unless it is located within the Building Envelope and if so located, must be screened from view and located to minimize impact on neighbouring Strata Lots.

No window and thru-wall air conditioning units are permitted.

2.5 Use of Propane and Propane Tanks

The use of electric heat, electric water heaters, electric stoves and/or electric fireplaces is not permitted until electrical power has been made available to the Strata Lots in the Development.

Unless a Dwelling was completed on a Strata Lot prior to a propane distribution system being operational to serve the Strata Lot in the Strata Plan, no propane tank in excess of 100 lbs (the "Oversized Tank") is permitted. Following installation of the propane distribution system, no Strata Lot may continue to have an Oversized Tank longer than 120 days of the propane distribution system becoming operational.

SECTION 3 – Architectural Guidelines

No Dwelling may be constructed which does not comply with the following:

3.1 Building Height and Slope Adaptive Considerations

No building shall occur on the Strata Lots on the uphill or west side of the common access road unless:

- No rooftop decks are permitted unless they are constructed over the garage or other lower floor area.
- Wall cladding steps down the slope. No more than 24" (height) of any foundation wall may be exposed. No foundation walls shall be left without cladding, parging or other approved surfacing. Exposed concrete, ICF or pressure-treated wood is not permitted.
- The existing grade of the lot is not altered beyond the rear of the building envelope.

No building shall occur on the Strata Lots on the downhill (east) side of the common access road unless:

- building height is less than 1½ storeys, and less than 7.5 meters (24'-8") in height as measured from the average grade at the front (road side) of the Dwelling to the highest point of any roof element (except chimneys and other mechanical).
- roof is designed such that roof eaves of the primary roof structure extend down to the top of the first storey of the home.
- wall cladding steps down the slope. No more than 24" (height) of any foundation wall may be exposed. No foundation walls shall be left without cladding, parging or other approved surfacing. Exposed concrete, ICF or pressure-treated wood is not permitted.
- Building lot is not filled to raise grade at the front of the home or to extend grade at the rear of the Dwelling.
- The existing grade at the rear of the Dwelling is not altered beyond that point where the basement grade (which shall be measured at no greater than 6" below basement slab elevation) meets the existing slope of the lot (as existed prior to construction of the Dwelling). The use of retaining walls or other elements to artificially elevate the rear yard beyond the rear façade of the Dwelling are not permitted.

3.2 Building Size

No home shall be constructed in which the gross floor area of the ground floor is less than 74.3 m² (800 ft²). No second floor may be constructed that exceeds the gross floor area of the ground floor. The gross floor area of a home shall be calculated from the outside of all exterior walls and shall include all interior finished space, except garages. Gross floor area shall not include covered porches, carports, and other unfinished space.

3.3 Building Materials

No Dwelling may be constructed except in compliance with the following:

General Requirements

- No materials, including glazing, that are not non-reflective materials, are permitted.

- No building finishing shall be completed in a way that is not consistent around a Dwelling. No use of "feature" finishes on the front facade of a Dwelling and lesser finishes on the side and rear facades will be permitted. No finishes shall wrap less than 1.8m (6 ft) around from the front of the Dwelling.

Building Base (portion of wall within 1.0 m of finished grade)

- No Dwelling shall be permitted which does not have protection from extreme weathering and staining.
- No materials that are not natural in appearance, such as concrete, plywood, aluminum, or plastic siding will be permitted as exterior finishes.
- No stone style that is not indigenous to the Lake Kooacanusa area will be permitted. No artificial stone that does not have the appearance of real stone will be permitted. Artificial stone that is manufactured for installation in 'sheets' is not permitted. Artificial stone manufactured from materials other than concrete is not permitted.

Walls (portion of wall above 1.0 m from finished grade)

- Walls may not be completed using materials other than natural stone, round log, square log, artificial log, wood shingle, fibre cement or wood siding.
- No artificial (cultured) stone style shall be permitted unless it is indigenous to the Lake Kooacanusa area. No artificial stone that is not natural in appearance is permitted. Artificial stone that is manufactured for installation in 'sheets' or 'panels' is not permitted. Artificial stone manufactured from materials other than concrete is not permitted.
- No more than 20% of the total area of vertical façades of the Dwelling and no more than 50% of any single vertical façade may be covered in coloured stucco.
- No metal as a cladding element is permitted.
- Walls shall not be surfaced with concrete, brick, plywood, aluminum or plastic siding.
- No trim, batter boards and other detailing shall be comprised of anything but wood, wood composite (ie. Smartboard) or fibre-cement trim.

Windows and Doors

- No materials that are not non-reflective materials may be used.
- No windows are permitted that are not wood, finished metal or vinyl.
- No window or door trim shall be comprised of anything but wood, wood composite (ie. Smartboard) or fibre-cement trim.
- No garage doors shall comprised of anything but wood or insulated metal with moulding and panel detail, painted or stained to complement or match the building siding.
- No uninsulated metal or plastic garage doors are permitted.

Soffit and Fascia

- No soffits that are made of materials other than wood or aluminum are permitted.
- No fascia that is made of materials other than wood or fibre cement board is permitted. No fascia shall be less than 2x10 material (or equivalent if built-up fascia is used).

Roof

- No Dwelling shall be constructed with a roof clad with anything but architectural grade asphalt shingles or composite materials which emulate real wood shakes.

3.4 Building Colours

No Dwelling may be constructed except in compliance with the following:

- No exterior surface may be finished in a colour that is not earth-toned.
- No exterior surface may be finished in a reflective material.
- White (including cream, off-white, linen or similar) is not permitted for any exterior finish, except vinyl windows.

Building Base (portion of wall within 1.0 m of finished grade)

- No woods are permitted to be finished except in earth toned colours.
- No stone is permitted that is not colours and tones native to the Kootenai area.
- Exterior surfaces of stone shall not be painted or stained

Walls (portion of wall above 1.0 m from finished grade)

- No wood may be finished other than left natural in colour (with a protective sealant) or stained or painted in an earth-toned colour.
- No light or soft reflective colour tones of stucco are permitted.

Windows and Doors

- No materials that are not non-reflective materials are to be used, including glazing.
- No wood windows that are not natural in colour (with a protective sealant) or stained or painted in an earth-toned colour are permitted.
- No metal windows that are not factory finished in an earth-toned colour are permitted.
- No vinyl windows that are not factory finished earth toned colours or white are permitted.
- No window or door trim shall be painted or stained other than in an earth-toned colour.
- No wood garage doors shall be stained other than in natural or a dark colour. No insulated metal garage doors shall be left unpainted nor shall be painted other than a dark colour.

Soffit and Fascia

- No wood soffit may be coloured other than natural in colour or stained or painted in an earth-toned colour.
- No metal soffit other than in natural earth tones is permitted.
- No fascia other than natural in colour or stained or painted in an earth-toned colour is permitted.

Roof

- No Dwelling shall be constructed with roof top mechanical equipment, vents and other accessories that are not natural earth tones.
- No asphalt shingles that are not dark earth-toned colours are permitted. Green, red, blue, white and light grey roof colours are not permitted.
- No composite materials that do not emulate real wood shakes in colour are permitted.

3.5 Building Base

No Dwelling shall be constructed that does not have a base of stone or other similar detailing.

3.6 Building Wall Articulation

No building wall shall be permitted that exceeds 6.0 metres (20 feet) in length unless there is suitable articulation to break-up the façade which may include steps in the building wall, use of windows, and changes in building materials.

3.7 Windows and Doors

No windows that are not square or rectangular in shape are permitted except as feature elements only.

Shutters may not be installed unless they are sized to the window opening they are associated with, are operable or appear to be and are constructed of wood or other quality material.

Window wells shall not be more than 2.4m depth from the face of the wall.

The use of glass block is not permitted.

3.8 Garages

No garages and carports may be located closer than 6.0 metres from front parcel line.

Garages may not be larger than 3 cars in width.

No garage or carport with doors in excess of 3.0m in height is permitted.

No single storey garage or carport with eaves in excess of 3.5m in height from the finished slab grade are permitted.

3.9 Decks, Patios and Porches

No Dwelling shall be constructed except in compliance with the following:

DECKS

- Decks are not permitted except on homes located on the downhill (east) side of the common access road within the Development and must be located on the back of the home oriented toward the water. No other decks are permitted within the Development.
- Decks must be elevated a minimum of 2.1m (7 ft) above finish grade under the deck
- Decks must not extend greater than 3m (10 ft) beyond the rear of the home.
- The use of pressure treated lumber for exposed elements is not permitted (No pressure treated lumber elements may be visible on a completed deck). No deck is permitted unless all elements of the deck are sized to a scale appropriate to the design of the Dwelling and express the structural qualities of the various elements.
- No deck is permitted that is finished with cladding that does not cover the structural members so they are not visible.
- No deck railing is permitted unless the railing is constructed of materials and finished with colours that match the materials and colours of the principal Dwelling.
- No deck is permitted that extends outside the Building Envelope.

ROOFTOP DECKS

- Rooftop decks are not permitted except on homes located on the uphill (west) side of the common access road within the Development and located on the front of the home oriented toward the water. No other rooftop decks are permitted within the Development.
- No rooftop deck railing is permitted unless the railing is constructed of materials and finished with colours that match the materials and colours of the principal Dwelling.
- No rooftop deck is permitted that extends outside the Building Envelope.

PATIOS

- No patio may be constructed that is not paved with hard surface such as concrete or pave stone. No overhead elements associated with the patio that are designed and constructed to complement the home are permitted and may not be constructed with unfinished woods or metals. The use of pressure treated lumber for exposed elements is not permitted.
- Railings are not permitted on patios.
- No patio is permitted that extends past the Building Envelope, except at the rear of the Building Envelope.

PORCHES

- No porch is permitted that is not associated with an entrance to the home.
- Porches may extend no more than 2.5 metres (8 ft) beyond the face of the Dwelling.
- Porches may not be located other than at the front (street side) or rear of the Dwelling.
- Porches located on the side of a Dwelling, and which are greater than 1.8 metres (6 ft) above finished grade, may not extend to greater than 13.7 metres (45 ft) from the rear parcel line of the Strata Lot.
- No porch is permitted unless the porch is constructed of materials and finished with colours that match the materials and colours of the principal Dwelling. No porch is permitted using unfinished woods and metals. The use of pressure treated lumber for exposed elements is not permitted. No porch is permitted unless all elements of the porch are sized to a scale appropriate to the design of the Dwelling and to express the structural qualities of the various elements.
- Porches may not be situated less than 1.5 metres from finished grade unless they include skirting or other finishes around the base of the deck to eliminate opportunities for rodents and other animals to gain entry under deck. No deck shall be over 1.5 metres from finished grade unless they include elements to screen bottom of deck from view of neighbouring strata lots and common area.
- No porch is permitted that extends outside the Building Envelope.

3.10 Chimneys

No Dwelling shall be constructed that utilizes anything other than stone, shingle or wood siding for the full height of the chimney and in which all flues are contained in a chimney structure. No exposed flues are permitted except for direct-vent gas fireplaces and such flues for direct-vent gas fireplaces will not be permitted unless they are located in an inconspicuous location.

3.11 Roof Shape and Character

No Dwelling shall be constructed on any lot with a roof pitch of less than 6:12, nor more than 12:12 for primary roof elements.

Single pitch, reverse pitch, mansard and gambrel roofs are not permitted. No flat roofs are permitted.

No Dwelling shall be constructed with a roof overhang of less than 550mm (22").

No flashing that does not match roof colour or is galvanized is permitted.

No vents and other roof mounted appurtenances are permitted that are not coloured to match roof. Galvanized metals are not permitted.

3.12 Exterior Lighting

No Dwelling shall be constructed unless the lighting installed is limited to within the Building Envelope. Lighting of areas outside of Building Envelope is not permitted.

No uncovered light fixtures or non-focussed, non-downward lighting fixtures are permitted. The number of exterior light fixtures shall be limited to those required to provide adequate lighting and shall not be superfluous.

No seasonal lighting is permitted except seasonal lighting that is installed no earlier than December 1 and removed no later than January 30 of each year.

3.13 Building Accessories

No Dwelling shall be constructed that does not comply with the following:

- No Exterior antennae are permitted.
- No Satellite dishes are permitted unless they are discretely located on the Dwelling; coloured to match or blend with the relative exterior finish; are a maximum 600mm (24") diameter and are not located on front facade or lake side facade of a home. No more than one satellite dish is permitted per Strata Lot.
- No solar applications are permitted. .
- Fixed awnings are not permitted.

SECTION 4 - Landscape Guidelines

Landscaping that is not in compliance with the following is not permitted:

4.1 Landscape Plantings

All properties at the Development shall be fully landscaped to the edge of the frontage road.

Large sodded lawns will not be permitted.

Formalized plantings, such as hedges or tightly pruned shrubs, are not permitted.

Coniferous trees shall not be less than 2.4 metres in height when planted. Deciduous trees shall not be less than 50mm caliper when planted.

The use of stone or wood mulches shall be limited to planting beds only. These materials are not appropriate as landscaping in lieu of lawn or shrub planting.

4.2 Irrigation Systems

Underground irrigation systems are not permitted.

4.3 Hot Tubs, Pools and Water Features

No water features or swimming pools or hot tubs are permitted.

4.4 Retaining Walls

Retaining walls of pressure treated timber or railway ties are not permitted. No retaining walls are permitted unless they meet the following requirements:

The exposed height of a retaining wall system shall not be greater than 1.5 metres nor shall any portion of a wall be greater than 900 mm in height unless the wall is stepped and a minimum 600 mm horizontal separation is provided between each step.

4.5 Fencing

Fences are not permitted at the Development unless they create a Pet Enclosures.

4.6 Fire Pits

No fire pits are permitted unless they are constructed in the rear yard.

No fire pit is permitted unless the fire ring is constructed of non-combustible materials such as stone or concrete and extends a minimum of 12" from base of fire pit. The use of cinder block or loose stone for a fire ring is not permitted.

No fire pit is permitted that does not include a non-combustible buffer zone constructed of gravel, concrete or unit pavers of 1.5 metres around edge of fire ring.

No fire pit is permitted that is located closer than 6.0 metres from any residence or other structure.

4.7 Recreational Equipment and Facilities

No recreational equipment or facilities are permitted unless placed within the Building Envelope in the rear yard of the Strata Lot.

Tennis courts and other large sport surfaces are not permitted.

No accessory buildings, outbuildings and structures are permitted that extend outside the Building Envelope.

SECTION 5 -- Construction Covenants

No Dwelling shall be constructed on a Strata Lot unless the construction complies with the following:

a) Grading and Excavation

No grading, excavation, construction, or other work shall be authorized or carried out upon a Strata Lot which would interfere with, or alter in any way, the natural or established drainage system.

b) Debris and Trash Removal

No construction shall occur on the Strata Lot unless there is a dumpster or disposal bin placed on the strata lot for the deposit of construction debris, and such dumpster or disposal bin shall be serviced weekly. No construction is permitted on a strata lot unless the construction site is kept neat and shall be monitored or enforced properly to prevent it from becoming a public eyesore or nuisance.

Phone: 250-342-6921
Fax: 250-342-3237

W.J. MacDonald, B.A., LL.B.**
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MacDONALD THOMAS

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Kerri-Anne Thomas, LL.B.* **
kthomas@macdonaldthomas.com

February 7, 2013


Land Title and Survey Authority of B.C.
114 - 455 Columbia Street
Kamloops, BC V2C 6K4

Dear Sir/Madam:

Re: Marcer Ranching Ltd. Statutory Building Scheme

I hereby authorize the Land Title and Survey Authority of B.C. (the "LTSA") to withdraw the original Schedule A Statutory Building Scheme from pending application number CA2967193 and replace it with the amended Statutory Building Scheme approved by the LTSA, which is attached hereto.

Yours truly,
MacDonald Thomas



Kerri-Anne Thomas
KAT/gmc

** Denotes professional law corporation

* Member of the Law Society of Alberta

LAKEVIEW TERRACE RESIDENTIAL DESIGN GUIDELINES

Contents

Contacts	3
Vision and Architectural Character	4
The Design Review Process	8
Site Planning Guidelines	12
Architectural Guidelines	20
Landscape Guidelines	40

Appendices

Design Review Registration	Appendix A
Building Plan Approval Application	Appendix B
Spatial Separation Between Houses at Sweetwater	Appendix C
Plant Selection for Landscaping at Sweetwater	Appendix D

LAKEVIEW TERRACE RESIDENTIAL DESIGN GUIDELINES

Contacts

Developer

Marcer Ranching Ltd.
4401 Macleod Trail
Calgary, AB T2G 0A5

the "Developer"

Design Review Coordinator

Haworth Development Consulting Ltd.

Office / Courier:
Suite 203, 926 – 7th Avenue
Invermere, BC V0A 1K0

Mailing:
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Invermere, BC V0A 1K0

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F: 250.342.6444
E: richard@haworthconsulting.ca

the "Design Review Coordinator"

NOTE: These Design Guidelines apply only to those single family residential dwellings located within Sweetwater Strata Plan EPS 832. Do not utilize these guidelines for other areas of the community.

Vision and Architectural Character

Located on Lake Koocanusa in the spectacular Rocky Mountains is the community of Sweetwater. The community offers cabin lots, a 700 slip full-service marina, a recreational vehicle park, golf cart friendly pathways, parks and green spaces. Future amenities will include a community clubhouse, pool and a range of outdoor activities. A small commercial centre is planned to provide the necessities while at Sweetwater.

The vision for Sweetwater is to provide a unique waterfront community which reflects the local vernacular of Rocky Mountain architecture together with elements of Lakefront architecture while maintaining a clean, uncluttered appearance that does not overpower the dramatic backdrop provided by Lake Koocanusa and the Rocky Mountains. Achieve the scale and texture of development by using materials found in the landscape, such as timbers, boulders, and natural stone pavers, and by making substantial structural members, such as brackets, beams, and posts, visible. Reflect the setting next to Lake Koocanusa with the addition of large porches and appropriate maritime detailing and by ensuring a level of refinement in the design and materials utilized.

Homes at Sweetwater Lakeview Terrace should follow the design aesthetic of Rocky Mountain architecture while reflecting the beachfront location of the community. House features which will help achieve this are:

Rocky Mountain Architecture

- Square timber detailing
- Natural stone for siding
- Stone base to anchor home
- Vertical window forms
- Large roof overhangs
- Traditional roof styles

Lakefront Architecture

- Refined use of materials
- Large view windows facing the water
- Extended porches and patios
- High windows for daylighting
- Significant chimney structure
- Splashes of colour

When designing a resort home in a unique location such as Sweetwater, there are design elements which should be considered:

Sense of Place - Fitting into the place where a home is built is important. Homes should appear as if they belong in the environment in which they are located and not forced on the land.

Arrival - The arrival to a home is an essential part of the design. How will guests see the home when they visit? How will the owner arrive at the home? Ensure a clean and unambiguous arrival sequence.

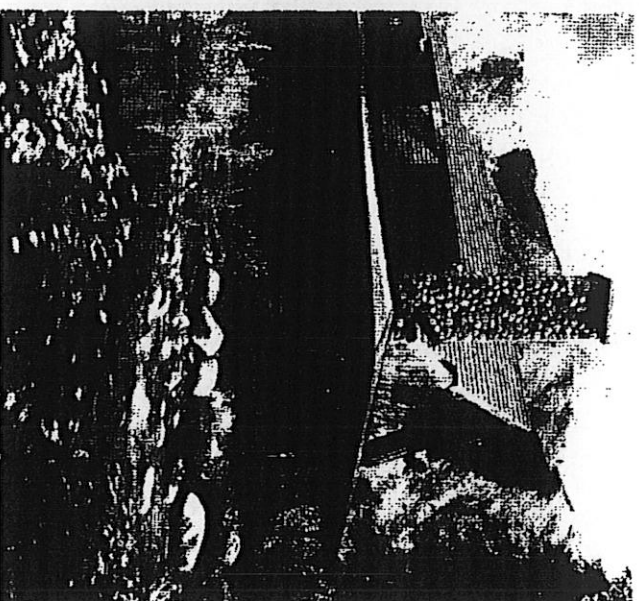
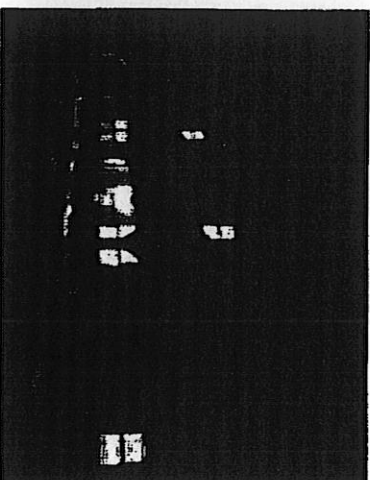
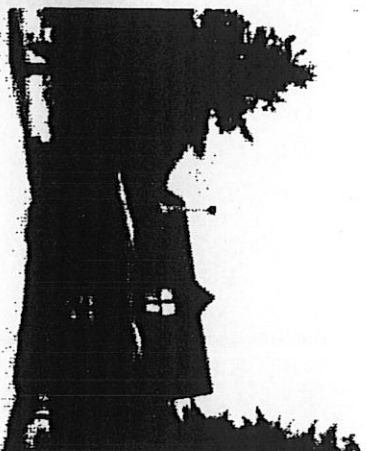
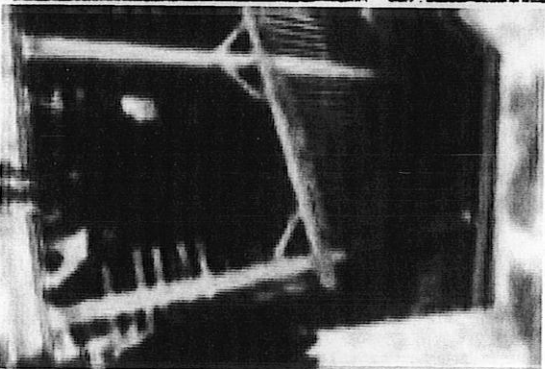
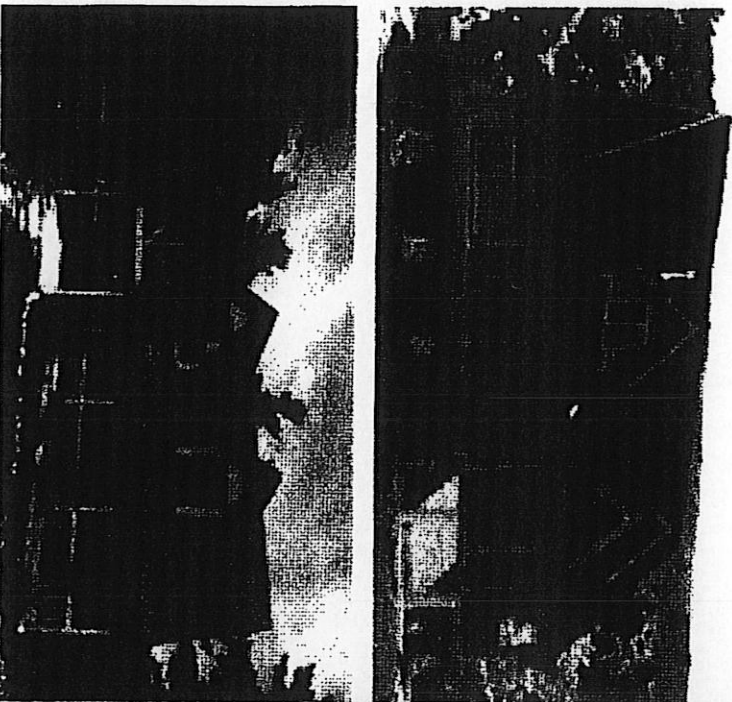
Views In and Out - Ensure that placement and design of the home allows for views outward where appropriate and views into the home where desired, while providing suitable privacy within the home.

Create Transitions - Build porches, patios and courtyards to provide transition spaces between the indoors and outdoors and to allow for casual meeting places with neighbours and guests.

Compose the Elements - Organize the architectural elements of the home to create a style complementary to the Rocky Mountain theme and character described within these guidelines.

Rocky Mountain Architecture

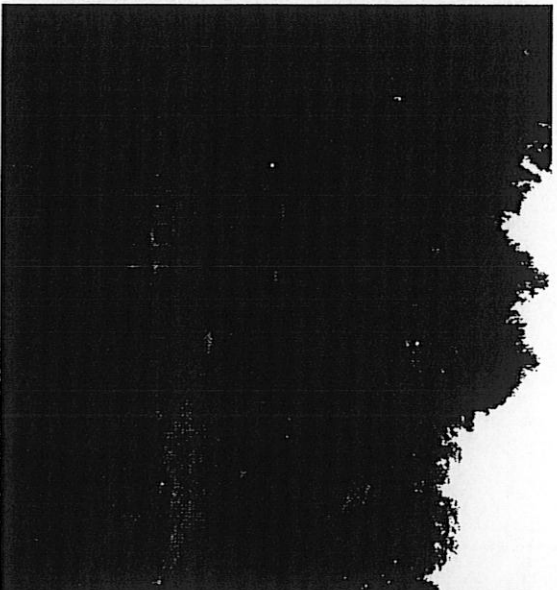
The primary design aesthetic for Sweetwater Lakeview Terrace is a clean, simply detailed version of Rocky Mountain architecture. The images presented here represent the features which comprise this ideal.



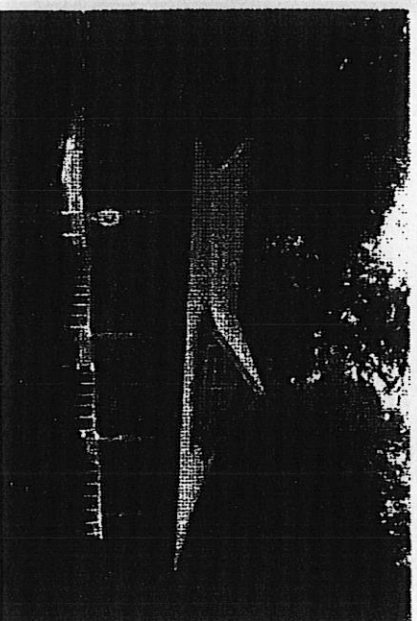
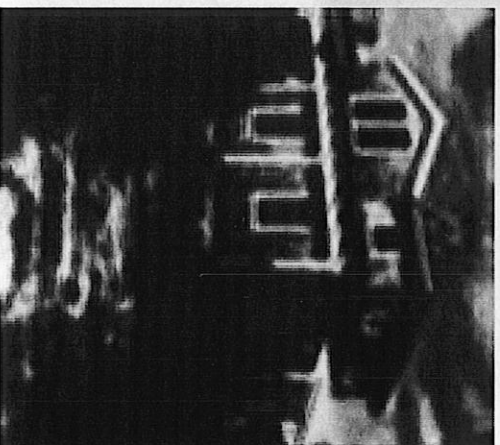
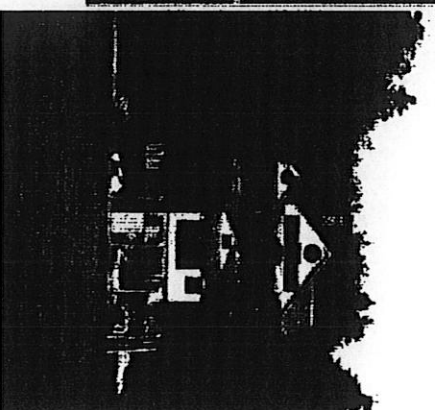
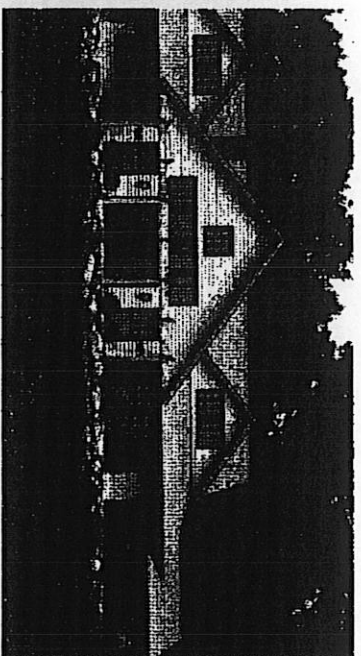
The design of all homes must be based on the ideals and design styling of Rocky Mountain architecture as illustrated here. The homes shown represent elements suitable for Sweetwater.

Lakefront Architecture

To ensure that all homes reflect the community's location on Lake Kootenai, elements of waterfront architecture should be included in the design for the homes at Sweetwater. Note that the images presented here are provided to demonstrate waterfront architecture and that homes at Sweetwater are to include features found on these homes but that the community theme and character is Rocky Mountain as illustrated previously.



These homes are excellent examples of true waterfront architecture. While this is not the style envisioned for Sweetwater, elements of these homes may be incorporated. These include large round windows (top-right), rounded arches and large overhangs (bottom-right), shingle detailing and porch elements (right), bright accent colours (above) all with a strong orientation towards the water.



The Design Review Process

The Design Review Coordinator (the "DRC") for Sweetwater will ensure that residential development conforms to these Design Guidelines (the "Design Guidelines"). The DRC's objective is to encourage a consistent application of these design guidelines so as to achieve a harmonious community character.

Responsibility of the Design Review Coordinator

The DRC is responsible for reviewing and approving all residential development at Sweetwater. This includes, but is not limited to: all new construction and site development; revisions to previously approved plans; and, renovation, expansion, or revision to the exterior form or finish of any building or structure.

Design Review Process

As an Owner, you are responsible for ensuring that your design team complies with the following requirements and Design Review Process, and to assure Sweetwater of your commitment to respecting the community within which you are building.

This design review process has been established to enable the Owner to work with and understand the intent of these Design Guidelines.

STEP ONE | Pre-Design Meeting / Preliminary Consultation (Optional)

If desired by the Owner or the designer/architect, a pre-design meeting may be scheduled to review the requirements of the guidelines with the DRC. This meeting may be by telephone, at the office of the DRC or at the site (as permitted by the DRC's schedule).

The pre-design meeting is intended as an opportunity to review the approval process at Sweetwater, the proposed schedule for design guideline approval and home construction, as well as any preliminary design ideas that the Owner may have. For this meeting, it is suggested that you prepare preliminary development concept sketches. This will enable the review of initial ideas relative to actual site conditions.

STEP TWO | Site Survey

The Owner may choose to obtain a site survey, based upon the Lot Plan provided by the Developer. Although the Lot Plan has been prepared based on as-built conditions, neither the Developer nor the Design Review Coordinator provide any warranty as to the completeness or accuracy of the Lot Plan provided by the Developer. The Owner must confirm all lot dimensions and topography prior to commencement of design of the home.

STEP THREE | Preliminary Concept Approval

The preliminary concept approval stage ensures that the design being pursued is in general conformance with these Design Guidelines. It is not necessary, nor is it intended, to submit final drawings at this stage. It is the DRC's intent to review the preliminary design. The preliminary design should be to a stage suitable for review, but still at a level where revisions to the plans are feasible.

Prior to commencement of preliminary concept approval, *Appendix A - Design Review Registration Form* and the *Security Deposit* must be submitted to the DRC.

Following review and approval of the plans submitted, the DRC will provide a letter of endorsement to proceed with the final design. This approval to proceed will be conditional upon meeting certain requirements in the final submission.

STEP FOUR | Detailed Design Final Submission / Review

The final submission for DRC approval shall include all relevant information required for a complete review of these Design Guidelines, and should clearly address all issues that may have been raised by the DRC previously in the design review process. The DRC will not commence final review prior to submission of all required documentation. A complete list of all required documentation and plans is contained within *Appendix B - Building Approval Application Form*.

STEP FIVE | DRC Approval for Building Permit Application

Upon submission of complete documentation required for final submission, the DRC will commence formal review of the submission. The review will proceed as outlined below.

Design Review

The DRC will review all plans and other information submitted for compliance with these Design Guidelines. The DRC will notify the Applicant if the submission is not acceptable.

Design Approval

Upon approval of architectural and landscape plans that meet with the requirements of the Design Guidelines, as well as compliance to any previously defined conditions (as contained in sale agreement or other legal document), the DRC will issue a letter to the applicant approving the plans submitted for approval. The approval issued may be conditional upon the Owner making certain amendments to the plans submitted or other specifications for the home or landscape. It is the responsibility of the Owner to ensure that the conditions attached to the approval letter are implemented prior to commencement of construction and are fully adhered to throughout construction of the home and landscape.

RDEK Building Permit

Securing a Building Permit is the responsibility of the Owner. Upon receipt of your final approval from the Developer the Owner may submit stamped Approved drawings to the RDEK for a Building Permit.

STEP SIX | Final Review

Upon completion of the home to lock-up and all other improvements, including landscaping, the DRC will review the home and landscaping for conformance with these Design Guidelines.

The Final Review is scheduled at the request of the Owner. Prior to requesting your Final Review the home must be completed to lock-up (all exterior finishes must be installed including all siding, foundation treatment, roofing, porches and other exterior details in accordance with the approved plans

for the home) and all landscaping must be installed (all landscape plantings, driveway installed, patios and other features as indicated on approved plans).

The Final Review will identify any deficiencies relative to DRC approval. When all of the deficiencies noted in the Final Review are completed, the DRC will issue Final Approval and authorize release of the security deposit, less any administration fees and charges incurred by the Developer for enforcement of these Design Guidelines.

DESIGN REVIEW SECURITY DEPOSIT AND FEES

To initiate the design review process, the *Lot Development Registration Form (Appendix A)* and the Security Deposit must be submitted to the DRC.

The Security Deposit amount payable is \$10,000. The Security Deposit is payable to Marcer Ranching Ltd. All security deposit funds will be held by Marcer Ranching until Final Approval is granted as outlined above.

Should the Owner not comply with the requirements of these Design Guidelines, this amount, plus any additional reasonable amounts, may be spent to remedy any non-compliance with these Design Guidelines or the Statutory Building Scheme. An encumbrance may also be registered against the title to the property by the Developer to ensure payment of any additional monies.

The security deposit may also be utilized by the Developer to clean up and/or repair common areas of the community or neighbouring lots damaged as a result of construction of the home.

Following completion of construction and final review, the security deposit will be returned, less the total administration fee for purposes of the design review process and any funds spent for enforcement of these guidelines. There is no interest payable to the homeowner on the Security Deposit.

The following amounts are used as a baseline for determining the administration fee. Fees charged may vary, at the sole discretion of the Developer.

Design Guideline Review and Administration Fee \$1,800.00

Site Planning Guidelines

1.1 Lot Plan

A Lot Plan will be provided for each Strata Lot at Sweetwater. The Lot Plan illustrates the Lot property lines, Building Envelope, adjacent lots, road rights-of-way, utility rights-of-way, easements, and utility stub-out locations. Although the Lot Plan provided by the Developer is based upon survey data the Developer assumes to be accurate, it is not warranted to be completely accurate. It is the Owner's responsibility to ensure that the proposed plan for their home site is prepared accurately based on as-built conditions of the site. If you did not receive a lot plan at purchase please contact the DRC to obtain the plan for your lot.

Building Envelope

Each Lot Plan will include a Building Envelope. The Building Envelope for each lot is based on lot setbacks established in the RDEK Zoning and Floodplain Management Bylaw No.2127/2009. Note however that the rules established herein for Building Envelopes are more restrictive than the RDEK zoning bylaw.

As of the date of these design guidelines, the Sweetwater area is outside of RDEK fire protection districts. As a result, the BC Building Code (Section 9.10.15) requires greater building setbacks than those required by the RDEK. The Building Envelope for your lot reflects the zoning setbacks required by the RDEK and additional setbacks as required by the developer. The Building Envelope for your lot does not reflect setbacks as required under Building Code. The Building Code requirements for spatial separation between houses supersede all other setbacks and must be adhered to by all owners.

A summary of the building setbacks as required by the RDEK to meet BC Building Code is contained in *Appendix C* of this document.

The Building Envelope shall contain the home and all ancillary buildings and structures, in their entirety, with the following exceptions:

- Steps may encroach no more than 1.2 metres beyond the Building Envelope (ie. into the setback).
- Roof overhangs, eaves, gutters, cornices, sills, bay windows and chimneys may extend beyond the Building Envelope a distance no greater than 50% of the required setback.
- Landscaping must extend to the property lines on all sides except the front. On the front of the lot landscaping shall extend to the street edge.
- Parking areas and driveways shall be fully contained within the Building Envelope except for the driveway access from the frontage road.

Exemptions to these guidelines may be provided by the DRC based on overall home design, lot configuration, impact on neighbouring residences and the overall Sweetwater community and other factors as determined from time to time by the DRC. Note that the BC Building Code requirements for spatial separation between buildings may void some of the exceptions permitted above by Sweetwater depending on the design of your home.

Utility Rights-of-Way & Easements

Utility rights-of-way and easements are required to enable access to buried or surface utilities in case of emergency or special servicing needs. There can be no permanent construction or tree planting within the designated utility right-of-way or easement.

Floodplain

Basements are permitted in this phase of Sweetwater Lake Village at Koocanusa. All basements must meet with the following requirements:

- Homes situated on downhill lots (i.e. east of the common strata road) may have a walk-out basement. Walk-out basements must be located in a manner that is complimentary to the existing topography of the lot. See additional requirements within Section 2.2 – Building Height of this document.
- Homes situated on uphill lots (i.e. west of the common strata road) may be built into the hillside such that the garage is located at street level with living above. See additional requirements within Section 2.2 – Building Height and Slope Adaptive Considerations of this document.
- All homes at Sweetwater must comply with all requirements of the RDEK floodplain bylaw.

1.2 Lot Grading and Site Drainage

Lot grading on each lot is required to ensure proper drainage in accordance with the Developer's overall scheme for the community.

Home designs are required to fit within the context of the existing grading for each lot. No home may be artificially elevated on the lot.

No lot shall be graded in a manner that affects the overall drainage scheme for the community. Water flows naturally from the upland areas to Lake Koocanusa. This natural drainage must be maintained following completion of your home. This may require the development of swales and other drainage features on your property. Stormwater originating on your strata lot may not be directed to neighbouring strata lots.

Drainage swales and retaining walls, where required and approved, must be designed to enhance the site's natural character and to conform to the overall approved site grading and drainage plan.

Properly sized metal culverts (minimum 300mm (12") diameter) shall be installed at all driveways and other locations where the crossing of the drainage swale is permitted by the DRC. All drainage swales and ditches along the common access roadway and elsewhere as constructed by the

Developer shall be maintained in an open and functional condition, except as required for the driveway crossing (where a culvert must be installed) or where otherwise permitted by the DRC.

1.3 Driveways and Lot Access

Each Strata Lot is permitted to have only one driveway connection to the frontage road. Parking must be provided in conformance with the RDEK Zoning and Floodplain Management Bylaw No.2127/2009 .

Driveways are required to be contained within the Building Envelope except as required for access to the frontage road. Edge of driveway must be a minimum of 2.0m from side property line.

All homes shall provide suitable parking. No parking is permitted on the street.

Driveway width and parking area shall not be excessive and shall be limited to no greater than 6.0m in width.

Driveways are to be surfaced with suitable paving such as concrete pave stone, concrete, asphalt or HDPE grass pavers. Concrete must be adequately reinforced and shall be coloured and textured or with an exposed aggregate finish. Prior to use of HDPE grass pavers the DRC must approve the proposed construction details. Driveway material, finish and colour are all subject to approval by the DRC. Loose aggregate (ie. gravel) is not permitted as a driveway material.

1.4 Recreational Vehicles, Boats and Trailers

The storage of recreational vehicles, boats and other motorized watercraft, and trailers is controlled at Sweetwater.

General Regulations

- The parking of recreational vehicles, boats and other motorized watercraft, and trailers within the rear yard or side yard of any lot at Sweetwater is prohibited at all times.

- The parking of recreational vehicles, boats and other motorized watercraft, and trailers within the common area of the community is prohibited at all times unless the recreational vehicle, boat or other motorized watercraft, or trailer is parked within a parking stall designated for such use and is parking in accordance with the limitations stated on a sign posted within the community.
- Long-term storage (greater than 48 consecutive hours) of recreational vehicles, boats and other motorized watercraft, and trailers shall be contained within the garage of the home or shall preferably be located off-site. Notwithstanding the provisions for short-term parking outlined above, the storage of recreational vehicles, boats and other motorized watercraft, and trailers for periods longer than permitted above is prohibited on all lots.

Recreational Vehicles

- The parking of recreational vehicles (or large camping trailers) within the front yard area of a home within Sweetwater shall be limited to a period of not greater than 48 consecutive hours and shall not exceed more than eight days in a calendar year.

Boats and Motorized Watercraft (Over 15' in Length)

- The parking of boats and motorized watercraft (over 15 feet in length) within the front yard area of a home within Sweetwater shall be prohibited during the period from May 15th through September 1st.
- During the off-season period from September 1st through May 1st, the parking of boats and other motorized watercraft (over 15 feet in length) within the front yard area of a home within Sweetwater shall be permitted. Boats and other motorized watercraft shall be parked on the driveway of the home and shall be maintained in a neat and orderly appearance at all times.

Small Boats, Small Motorized Watercraft and Other Motorized Recreational Vehicles

- The parking of boats and motorized watercraft under 15 feet in length (ie. Seadoos) and other motorized recreational vehicles (ie. minibikes, quads) within the front yard area of a home within Sweetwater is prohibited. Parking of all boats and motorized watercraft under 15 feet in length and other motorized recreational vehicles shall be contained within a garage or other enclosed space approved by the Design Review Coordinator.

Boat Trailers

- The parking of boat trailers within the front yard area of a home within Sweetwater is permitted. Boat trailers shall be parked on the driveway of the home and shall be maintained in a neat and orderly appearance at all times.
- In the event that the developer designates a location within Sweetwater for trailer storage, all trailers will be required to be stored within the designated storage facility and storage of trailers within the front yard area of a home will not be permitted

1.5 Site Services, Utility Boxes & Mechanical Equipment

Site services, utility boxes and building mechanical equipment requirements and locations are to be planned from initial conceptual design. Consider mechanical design that incorporates energy efficient equipment that does not penetrate the building skin or require exterior placement on the roof, balcony or within landscape areas.

All mechanical equipment located outside of the home must be located within the Building Envelope and must be screened from view. Mechanical equipment must be located to minimize impact on neighbouring lots.

Window and thru-wall units air conditioning units are not permitted.

1.6 Use of Propane and Propane Tanks

All homes must utilize propane for space heating, water heating and cooking. Fireplaces may utilize propane or wood. The use of electric heat, electric water heaters, electric stoves and/or electric fireplaces is not permitted. Once electrical power is provided to the development property, owners may utilize electrical power for these above functions.

Sweetwater Lake Village at Koocanusa may be developing a community-wide propane distribution system. At such time as a community propane system may be implemented all homes within Strata Plan EPS832 must connect to this system.

If your home is completed prior to implementation of a community propane system you may install a propane tank on your property. However, following installation of a community propane system, you must connect to the community system and the temporary tank must be removed.

Propane tanks must be located such that they are fully screened by vegetation or other means. Propane tank location must be indicated on site plan submitted for approval to the DRC.

Following installation of the community propane system within Strata Plan EPS832, no propane tank greater than 100lbs will be permitted on any Strata Lot.

**LAKEVIEW TERRACE
RESIDENTIAL DESIGN GUIDELINES**

Architectural Guidelines

These Sweetwater Residential Design Guidelines describe an architectural style which utilizes the Rocky Mountain style together with influences from lake or beach architecture.

There are three objectives that will be considered in all designs:

- Allow the natural setting to remain the dominant image;
- Reduce off-site and home-to-home visual impacts of development through sensitive massing, colour selection, and material choices; and,
- Create a unifying philosophy of design.

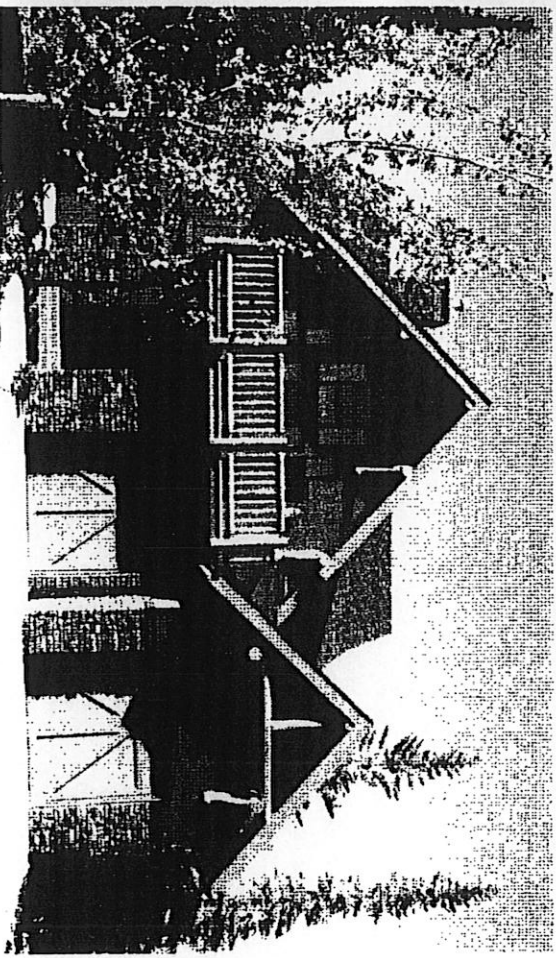
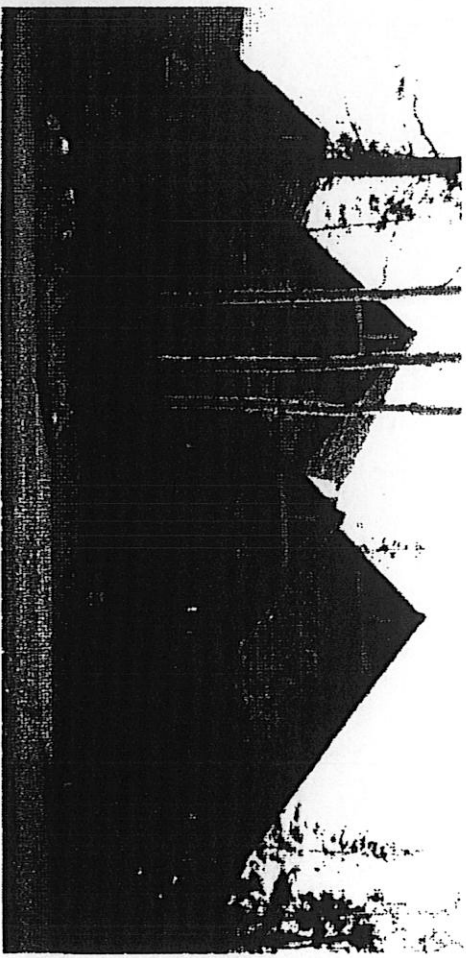
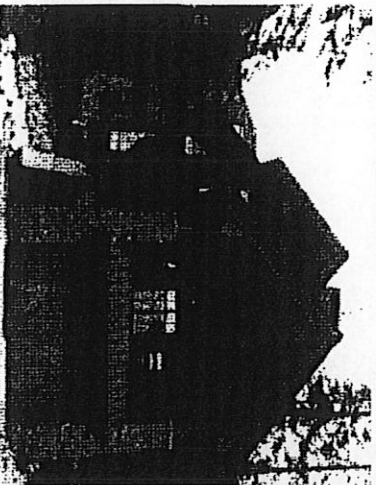
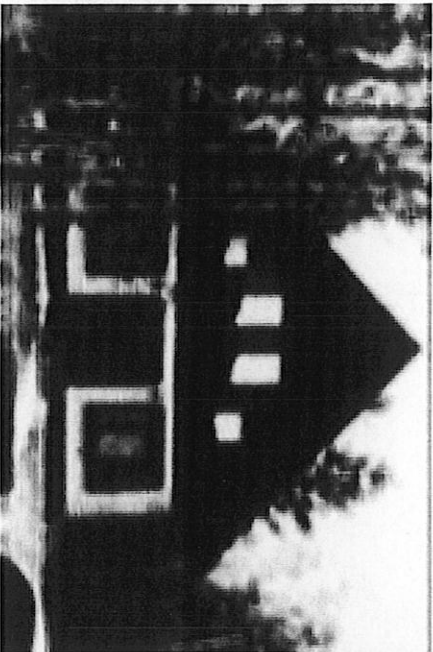
Structures should be simple and bold in form, with deep overhangs, divided light windows, substantial exposed beam and rafter tails and native materials. Roof forms are sheltering, but can vary with pitch. Colours should reflect the natural qualities of the wood and stone materials but provide fun splashes of colour to reflect the lakefront location.

Architectural forms and styles that do not represent the ideals of Sweetwater will not be permitted by the DRC. Final approval of any home design, including site planning and landscaping, is at the sole discretion of the DRC and the Developer.

The following sections of these guidelines describe the primary elements of design which are necessary to maintain the Rocky Mountain character of the homes. The primary character of the community is Rocky Mountain and waterfront Elements are to be secondary to the design of the home.

2.1 Building Massing and Scale

The massing and scale of structures should remain in harmony with the immediate natural setting. In settings where buildings stand out from the landscape such as open prairie and beachfronts (as found at Sweetwater) manipulate the massing and scale to reduce the apparent size of the structure and to relate it to human scale.



2.2 Building Height and Slope Adaptive Considerations

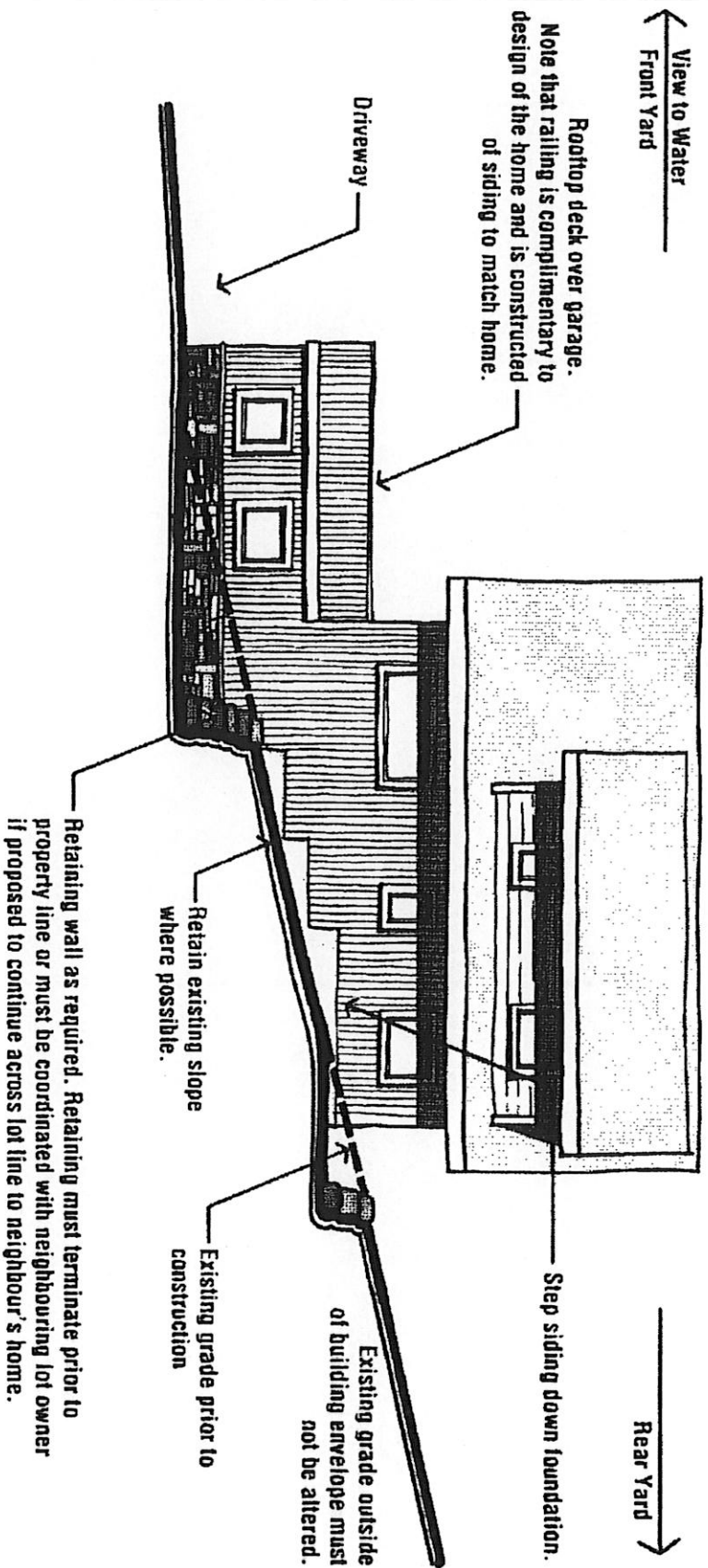
Building height should take advantage of opportunities for views while being sensitive to adjacent development.

HOMES ON THE UPHILL (WEST) SIDE OF THE COMMON ACCESS ROAD MUST MEET THE FOLLOWING CRITERIA:

- Maximum building height shall be as permitted under RDEK Zoning and Floodplain Management Bylaw No.2127/2009.
- Rooftop decks are permitted over the garage or other lower floor area. (*See Section 2.10 – Decks, Patios and Porches*).
- Wall cladding must step down the slope. No more than 24" (height) of any foundation wall may be exposed. All foundation walls must be clad with parging or other approved surfacing. Exposed concrete, ICF or pressure-treated wood is not permitted.
- The existing grade of the lot may not be altered beyond the rear of the building envelope.
- Where possible provide grade transitions in the landscape that do not require retaining walls. Where retaining walls are required, homeowners are encouraged to work with their neighbour to develop retaining walls that flow between the homes rather than terminating at property lines.

LAKEVIEW TERRACE RESIDENTIAL DESIGN GUIDELINES

Typical Home on Uphill Side of Common Access Road



HOMES ON THE DOWNHILL (EAST) SIDE OF THE COMMON ACCESS ROAD MUST MEET THE FOLLOWING CRITERIA:

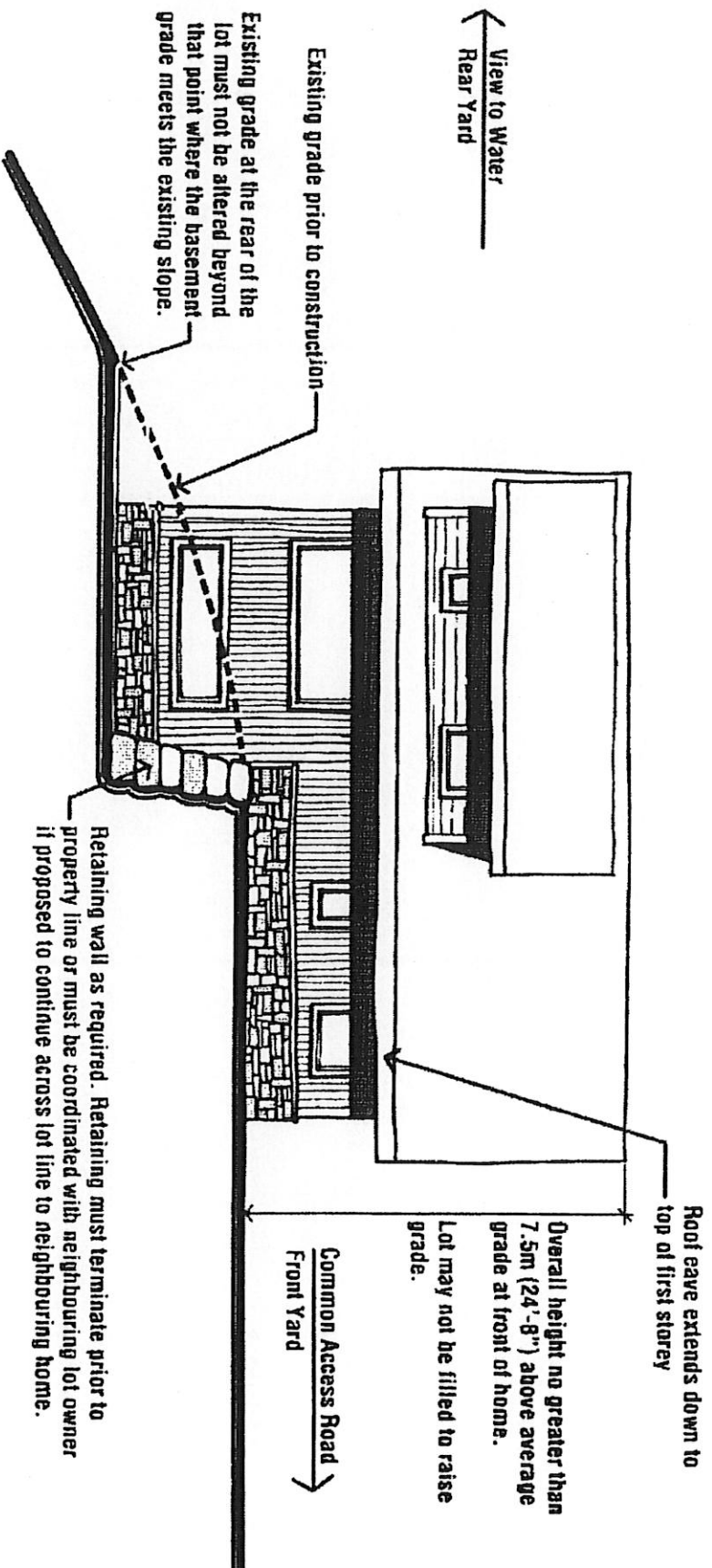
- No building may be greater than 1½ storeys, nor greater than 7.5 meters (24'-8"), in height as measured from the average grade at the front (road side) of the house to the highest point of any roof element (except chimneys and other mechanical). Note that all buildings must also meet the height restrictions as set out in the RDEK Zoning and Floodplain Management Bylaw No.2127/2009.
- Roofs must be designed such that roof eaves of the primary roof structure extend down to the top of the first storey of the home.
- Wall cladding must step down the slope. No more than 24" (height) of any foundation wall may be exposed. All foundation walls must be clad with parging or other approved surfacing. Exposed concrete, ICF or pressure-treated wood is not permitted.
- Building lots may not be filled to raise grade at the front of the home or to extend grade at the rear of the home.
- The existing grade at the rear of the home must not be altered beyond that point where the basement grade (which shall be measured at no greater than 6" below basement slab elevation) meets the existing slope of the lot (as existed prior to construction of the home). The use of retaining walls or other elements to artificially elevate the rear yard beyond the rear façade of the home are not permitted.
- Where possible provide grade transitions in the landscape that do not require retaining walls. Where retaining walls are required, homeowners are encouraged to work with their neighbour to develop retaining walls that flow between the homes rather than terminating at property lines.
- Relaxations to the above requirements may be granted on Strata Lots 1 through 6 as there are no homes on the opposite side of the road that overlook these lots. Relaxations on Strata Lots 1 through 6 will be granted at the sole discretion of the DRC. If a relaxation is sought on one of these lots consult with the DRC early in your design process to ensure that your plans will be approved.

Except as specified above, all building heights must be in conformance with the current RDEK Zoning and Floodplain Management Bylaw No.2127/2009.

Relaxations to the maximum building height as defined in the RDEK Zoning and Floodplain Management Bylaw No.2127/2009 will not be permitted by the DRC.

LAKEVIEW TERRACE RESIDENTIAL DESIGN GUIDELINES

Typical Walk-Out Style Home on Downhill Side of Common Access Road



2.3 Building Size

No home shall be constructed in which the gross floor area of the main (ground) floor is less than 74.3 m² (800 ft²). A second floor may be constructed that does not exceed the gross floor area of the ground floor. Basements may not exceed the building footprint of the main floor of the house. The gross floor area of a home shall be calculated from the outside of all exterior walls and shall include all interior finished space, except garages. Gross floor area shall not include covered porches, carports, and other unfinished space.

2.4 Building Materials

The careful selection of materials creates buildings that are more ecologically sound and a better match for particular settings.

MATERIALS FOR BUILDING FACES, WALLS, ROOFS AND OTHER FEATURES MUST ADHERE TO THE FOLLOWING GUIDELINES.

General Requirements

- Non-reflective materials are to be used, including non-reflective glazing.
- Building finishes shall be consistent around a building. The use of "feature" finishes on the front facade of a building and lesser finishes on the side and rear facades is not permitted. Changes in materials are permitted, and encouraged, throughout a building but shall not appear as if creating an extravagant street facade or waterfront facade at the expense of other facades. All finishes must wrap a minimum of 1.8m (6 ft) around from the front of the house and must end at a logical transition point.

Building Base (*portion of wall within 1.0 m of finished grade*)

- Protect from extreme weathering and staining — natural stone provides the best protection from the elements.
- Surface in natural looking materials such as wood, natural stone, parging or stucco. Materials that are not natural in appearance, such as concrete, plywood, aluminum, or plastic siding are not approved as exterior finishes. Stone style shall be indigenous to the Lake Koocanusa area.

- Artificial (cultured) stone may be approved for use by the DRC. Stone style shall be indigenous to the Lake Koocanusa area. Artificial stone that does not have the appearance of real stone will not be permitted. Artificial stone that is manufactured for installation in 'sheets' or 'panels' will not be permitted. Artificial stone manufactured from materials other than concrete will not be permitted.

Walls (portion of wall above 1.0 m from finished grade)

- Materials must convey a sense of human scale, warmth and well-crafted construction. Material choices must reflect the rural, mountain setting rather than urban or industrial values.
- Use of multiple wall materials can lend visual interest to a building. However, too many materials can create a garish appearance which allows buildings to compete with and visually overpower their surroundings. Buildings which, in the sole opinion of the DRC, utilize too many different materials will not be permitted.
- Materials for walls may be natural stone, round log, square log, wood shingle or wood siding. Use of artificial log (such as Everlog) is permitted with approval from the DRC.
- Artificial (cultured) stone may be approved for use by the DRC. Stone style shall be indigenous to the Lake Koocanusa area. Artificial stone that does not have the appearance of real stone will not be permitted. Artificial stone that is manufactured for installation in 'sheets' or 'panels' will not be permitted. Artificial stone manufactured from materials other than concrete will not be permitted.
- Fibre cement siding (ie. Hardi-plank) may be utilized with the approval of the DRC. Each home approval will be reviewed on its own merits. As a general rule, homes utilizing fibre cement siding must include at least two types of exterior cladding (ie. utilize fibre cement siding together with stone, wood shingle or other exterior wall cladding). When considering the use of fibre cement siding note that board & batten siding is preferred and that distinct joint patterns in horizontal siding will not be permitted.
- Coloured stucco may be utilized for no more than 20% of the area of the home and no more than 50% of any single facade.
- The use of metals as a cladding element requires specific approval from the DRC and will generally not be approved. Any metal approved must be non-glare.
- Walls shall not be surfaced with concrete, brick, plywood, aluminum or plastic siding or any other material not approved as an exterior finish.

- Trim, batter boards and other detailing shall be wood, wood composite (ie. Smartboard) or fibre-cement trim.

Windows and Doors

- Non-reflective materials are to be used, including non-reflective glazing.
- Windows shall be wood, finished metal or vinyl.
- Windows styles and materials will be permitted by the DRC based on the overall architectural character of the home and relationship to neighbouring homes.
- Window and door trim shall be wood, wood composite (ie. Smartboard) or fibre-cement trim.
- Garage doors shall be wood or insulated metal with moulding and panel detail, painted or stained to complement or match the building siding. Windows are encouraged in garage doors.
- Uninsulated metal or plastic garage doors are not permitted.

Soffit and Fascia

- Soffit may be wood or aluminum.
- Fascia shall be wood, 'Smart Trim' or fibre cement board. Vinyl, aluminum and composite materials will not be permitted. Fascia shall be minimum of 2x10 material (or equivalent if built-up fascia is used).

Roof

- Roofs are to be clad with architectural grade asphalt shingles or composite materials which emulate real wood shakes. No other roofing materials are permitted unless approved by the DRC.

2.5 Building Colours

Colour selections are intended to enable the Sweetwater community to merge within its natural setting. In order to achieve this objective, colours are to be in earth related tones which reflect the mountain environment and which also reflect the lakeside location.

The following should be considered when determining colours for your home.

- Employ colours that complement local vegetation, soils, and rock outcrops.
- Select shades for large planar surfaces that are slightly darker than the surrounding natural colours.
- Analyse the local landscape for indigenous colours and materials.
- Use colour schemes that are inspired by rock outcrops, leaves or needles, tree trunks and bark, and colours found on the forest floor.
- Dominate the palette with earth tones.
- Integrate colours with natural materials where possible.

WHEN DETERMINING THE COLOUR PALETTE FOR YOUR HOME, THE FOLLOWING REQUIREMENTS MUST BE MET:

- The use of colour is a feature of lakeside homes. Bright or dramatic accent colours may be used to highlight building features (such as doors) in a subtle way. The accent colour shall complement the primary facade colour. Areas proposed for accent colour(s) shall be clearly indicated on the architectural plans. The accent colour shall be represented, true to colour, on the colour board.
- Colours shall create a sense of harmony throughout the building or structure. Colours that are not unified will not be permitted. Colours must not contrast within the home or with adjacent neighbouring homes.

- All exterior surfaces to be finished in paint or stain shall be finished in approved colours only. The approval of any exterior colour is at the sole discretion of the DRC.

- All colour approvals shall be at the sole discretion of the DRC.

- White (including cream, off-white, linen or similar) is not permitted for any exterior finish, except vinyl windows.

Building Base (*portion of wall within 1.0 m of finished grade*)

- Woods shall be finished in earth tones.

- Stone shall be colours and tones native to the Koocanusa area.

- Exterior surfaces of stone shall not be painted or stained

Walls (*portion of wall above 1.0 m from finished grade*)

- Wood may be left natural in colour (with a protective sealant) or stained or painted in an acceptable earth-toned colour.

- Fibre-cement siding (*ie. Hardiplank*) shall be finished with a factory applied colour. Siding shall utilize a 'stained' finish look. Solid colours may be approved. Colours must be dark in tone. Light coloured fibre cement siding will not be approved.

- Stucco colours are to be deeply toned. Light or soft reflective tones are not acceptable.

Windows and Doors

- Non-reflective materials are to be used, including non-reflective glazing.

- Wood windows shall be natural in colour (with a protective sealant) or stained or painted in an acceptable earth-toned colour.

- Metal windows shall be factory finished in an acceptable earth-toned colour.

- Vinyl windows shall be factory finished earth toned colours or white.
- Window and door trim shall be painted or stained an acceptable earth-toned colour.
- Wood garage doors shall be stained natural or a dark colour. Insulated metal garage doors shall be painted a dark colour.

Soffit and Fascia

- Wood soffit colours shall be natural in colour or stained or painted in an acceptable earth-toned colour.
- Metal soffit shall be natural earth tones.
- Fascia shall be natural in colour or stained or painted in an acceptable earth-toned colour.

Roof

- Roofs, and all roof top mechanical equipment, vents and other accessories, shall be natural earth tones and shall be coloured to match roof colour.
- Asphalt shingles shall be dark earth-toned colour such as IKO Dual Black, Harvard Slate, Weatherwood or Driftwood.
- Composite materials must emulate real wood shakes in colour.

Colour Approval

Colour approval is at the sole discretion of the DRC. The use of a specific colour on an existing residence at Sweetwater shall not be considered precedence for its use again. Each home shall be judged individually on its own merits and in relation to neighbouring homes

2.6 Building Base

The building base functions as the transition from ground, creating a sense that the structure is rooted to the site. Anchor the building to the site with a strong base. A base of stone or other suitable detailing is required on all homes at Sweetwater.

2.7 Building Wall Articulation

Articulation of building facades provides variation in the plan and elevation of your home. Provide horizontal and vertical breaks in the wall planes, including balconies. Create impressions of a heavy structure expressed in the foundation and vertical layering of architectural elements.

Building walls in plan exceeding 6.0 metres (20 feet) in length must include suitable articulation to break-up the facade. Articulation may include steps in the building wall, use of windows, and changes in building materials.

2.8 Windows and Doors

Establish a rhythm of openings between solids and voids in the facade through design and proportion.

Recess windows into the wall face to emphasize building mass and to protect windows from weather.

Windows shall be square or rectangular in shape.

Round and oval windows may be permitted as feature elements only which add to the lakelfront character of a home.

Shutters, where installed, shall be sized to the window opening they are associated with and shall be operable or appear operable. Shutters must be constructed of wood or other quality material.

Window wells shall not be more than 2.4m depth from the face of the wall.

The use of glass block is not permitted.

2.9 Garages

Garages are encouraged for the storage of marine and outdoor power sports equipment, garbage and yard maintenance equipment. Garages may be detached or attached to the home. Carports are also permitted.

Garages and carports must be located a minimum of 6.0m from front parcel line.

Garage doors are not to be a visually dominant form – the use of single width garage doors is encouraged over one large garage door. Garages may not be larger than 3 cars in width.

Garages and carports with over-height doors (for RV storage) require specific approval by the DRC.

2.10 Decks, Patios and Porches

Decks, patios and porches are important elements of a mountain or lakeside home. These features have a significant impact on the appearance of a house and must be planned to minimize their impact on neighbouring homes.

For the purpose of these guidelines the following definitions apply:

- **DECK** means a roofless, floored structure, typically with a railing, that adjoins a house and that is elevated above the finished grade of the immediately adjoining landscape.
- **ROOFTOP DECK** means a roofless, floored surface above the main floor living area or garage of a home.
- **PATIO** means an at-grade outdoor space, with hard surface, adjoining a house and that is at the same finished grade of the immediately adjoining landscape.
- **PORCH** means a covered platform, usually having a separate roof, at an entrance to a house which may or may not be elevated above finished grade. Porches may or may not be enclosed with screen or other materials to extend their seasonal use. Porches include balconies. A deck overhead is not considered a roof structure.

DECKS

- Decks are permitted on homes located on the downhill (east) side of the common access road within Lakeview Terrace. Decks must be located on the back of the home and must be oriented toward the water. No other decks are permitted within Lakeview Terrace.
- Decks must be elevated a minimum of 2.1m (7 ft) above finish grade under the deck.
- Decks must not extend greater than 3m (10 ft) beyond the rear of the home.
- The design and construction of a deck must be complementary to the design of the principal residence. The use of pressure treated lumber for exposed elements is not permitted (No pressure treated lumber elements may be visible on a completed deck). All elements of the deck must be sized to a scale appropriate to the design of the home and to express the structural qualities of the various elements (ie. post and columns must be robust to define their role as structural elements).
- The underside of all decks must be finished with cladding such that the structural members are not visible.
- Railings must be designed to be complementary to the design of the principal residence.
- All decks must be fully contained within the Building Envelope.
- All decks must be clearly illustrated on the plans submitted for design approval.

ROOFTOP DECKS

- Rooftop decks are permitted on homes located on the uphill (west) side of the common access road within Lakeview Terrace. Rooftop decks must be located on the front of the home and must be oriented toward the water. No other rooftop decks are permitted within Lakeview Terrace.
- Rooftop decks must be fully incorporated into the design of the home.

- Railings must be incorporated into the design of the rooftop deck. Use of the roof structure to screen the rooftop deck is encouraged (and may be required at the discretion of the DRC).
- All rooftop decks must be fully contained within the Building Envelope.
- All rooftop decks must be clearly illustrated on the plans submitted for design approval.

PATIOS

- Patios shall be located and designed in a manner that is considerate of neighbouring residences and their views.
- The design and construction of a patio must be complimentary to the design of the principal residence. Patios must be paved with hard surface such as concrete or pave stone. Any overhead elements associated with the patio must be designed and constructed to complement the home – unfinished woods and metals are not permitted. The use of pressure treated lumber for exposed elements is not permitted. All elements of the patio must be sized to a scale appropriate to the design of the home and to express the structural qualities of the various elements (ie. post and columns must be robust to define their role as structural elements).
- Railings are not permitted on patios.
- All patios must be fully contained within the Building Envelope, except at the rear of the home they may extend beyond the Building Envelope.
- All patios must be clearly illustrated on the plans submitted for design approval.

PORCHES

- Porches shall be located and designed in a manner that is considerate of neighbouring residences and their views. All porches must be associated with an entrance to the home. Screened porches or open porches on the rear of those homes which face the water are encouraged over simple wood porches. Patios may be provided as an extension of the covered porch.
- Porches may extend no more than 2.5 metres (8 ft) beyond the face of the house.

- Porches may be located at the front (street side) or rear of the house.
- Porches located on the side of a home, and which are greater than 1.8 metres (6 ft) above finished grade, may not extend to greater than 13.7 metres (45 ft) from the rear parcel line of the Strata Lot.
- The design and construction of a porch must be complimentary to the design of the principal residence. The porch, including all railing elements, must be designed and constructed to complement the home – unfinished woods and metals are not permitted. The use of pressure treated lumber for exposed elements is not permitted. All elements of the porch must be sized to a scale appropriate to the design of the home and to express the structural qualities of the various elements (i.e. post and columns must be robust to define their role as structural elements).
- Porches situated less than 1.5 metres from finished grade must include skirting or other finishes around the base of the deck to eliminate opportunities for rodents and other animals to gain entry under deck. All decks over 1.5 metres from finished grade must include elements to screen bottom of deck from view of neighbouring strata lots and common area.
- All porches must be fully contained within the Building Envelope.
- All porches must be clearly illustrated on the plans submitted for design approval.

2.11 Chimneys

Chimneys are an important element of mountain architecture. Chimneys should be provided as an architectural element to the home.

Utilize stone, shingle or other suitable material for the full height of the chimney. The chimney should be a highlight element on the home.

All flues shall be contained in a chimney structure – exposed flues are not permitted except for direct-vent gas fireplaces. Flues for direct-vent gas fireplaces shall be located in an inconspicuous location.

2.12 Roof Shape and Character

Roof shape and character is important to avoid vertical monotony. Roofs should convey a strong sense of protection.

While roofs shall not be too simplistic in form, it is also important to avoid overly complex roof forms that do not evoke mountain or lakelakefront architecture.

Minimum roof slope shall be 6:12, maximum roof slope shall be 12:12 for primary roof elements. Pitches of less than 6:12 may be integrated for background and less conspicuous connections but are subject to approval by the DRC. Alternative configurations may also be considered to accommodate good design for feature opportunities. The use of porch or balcony roofs and dormers of all sizes contribute to human scale. This is encouraged to provide a texture and an apparent reduction of the built mass.

Roof forms are to be consistent with the mountain vernacular. Single pitch, reverse pitch, mansard and gambrel roofs are not permitted. Flat roofs are only permitted for patios and must be designed into the character of the home. Conical, circular, dome and any roof pitch less than 6:12 slope, may be permitted on a case-by-case basis at the sole discretion of the DRC.

Roof overhangs must be a minimum of 550mm (22"). Larger overhangs are encouraged.

All flashing must match roof colour. Galvanized flashing is not permitted.

All roof penetrations must be grouped where possible. All vents and other roof mounted appurtenances must be coloured to match roof. Galvanized metals are not permitted.

Skylights shall be used sparingly. All skylights must be approved by the DRC.

2.13 Exterior Lighting

Exterior lighting must be designed to enhance the atmosphere at Sweetwater. Lighting shall not interfere or compete with enjoyment of the night time sky and waterfront.

Lighting is to be limited to within the Building Envelope. Lighting of areas outside of Building Envelope is not permitted.

Low intensity non-glare fixtures to provide adequate illumination for safety and aesthetic enhancement are permitted. No uncovered light fixtures or non-focussed, non-downward lighting fixtures are permitted. The number of exterior light fixtures shall be limited to those required to provide adequate lighting and shall not be superfluous.

Seasonal lighting is permitted. All seasonal lighting must be installed no earlier than December 1 and must be removed no later than January 30 of each year. Seasonal lighting must be complementary to the community – displays that are deemed garish or over-indulgent by the DRC are not permitted.

2.14 Rainware

Rainware (eavestrough, downspouts and rain barrels) must be designed to complement the style of the home.

Eavestrough must be factory finished metal and must complement or match the colour of fascia on the home. The use of contrasting colours for eavestrough is not permitted.

The use of chains rather than downspouts is encouraged. Downspouts, if used, must be colour matched to eavestrough.

Rain barrels are permitted at Sweetwater. Rain barrels must be located so that they are not visible from the frontage road. Rain barrels must be:

- (1) Finished in a colour to match the home;
- (2) Enclosed by a wood screen or other structural element designed to match the home in style and colour; or,
- (3) Enclosed by a vegetative screen.

2.15 Building Accessories

The following requirements are directed at how building accessories may be used in Sweetwater.

- Exterior antennae are not permitted.
- Satellite dishes may be used if discretely located on the building; coloured to match or blend with the relative exterior finish; and, a maximum 600mm (24") diameter. Satellite dishes may not be located on front facade or lake side facade of a home. No more than one satellite dish is permitted per lot.
- Solar applications are encouraged when integrated into the surface in which they are mounted. "Add-on" type applications are not permitted unless discretely situated into the roof or wall profile. Written approval must be obtained from the DRC prior to the installation of any "add-on" type solar applications.
- Garbage must be managed to prevent access from wildlife. Garbage shall not be stored outside of buildings or in a location visible from the street.
- Fixed awnings are not permitted. Retractable awnings may be permitted by the DRC on a case-by-case basis. Awning colour must complement the colour of the home.

Landscape Guidelines

The Native Landscape | A significant part of Sweetwater's character is its setting on the shores of Lake Koocanusa. The Koocanusa area is located in British Columbia's Ponderosa Pine bioclimatic zone. The Ponderosa Pine Zone is the driest of the forested zones in British Columbia, and in summer it is also one of the warmest. In July, mean temperatures range from 17 to 22° C. The low precipitation of 250–450 mm per year is a result of the strong rainshadow cast over this area by the Purcell Mountains. Most precipitation falls in winter, with December and January being the wettest months. Winters are cool, with a light, intermittent snow cover. The snowpack varies from 0 to up to 50 cm and may come and go throughout the winter. The growing season is relatively long, with a continuous frost-free period of 125–175 days.

The native vegetation in this zone often consists of a mosaic of forests and grassland. Ponderosa pine, which dominates most forests in this zone, is also called yellow pine and is best known for its characteristic vanilla scented, cinnamon-coloured bark made up of jigsaw puzzle-shaped scales. The thick bark helps make the tree resistant to surface fires. Stands are often open and park-like, with a ponderosa pine canopy and an understory of bluebunch wheatgrass, rough fescue, and arrow-leaved balsamroot. Other dominant species in this landscape include saskatoon, pasture sage, lemonweed, and yarrow. Tree regeneration, in natural conditions, is uncommon in the understory, and there are few, if any, shrubs. Additional plant species can include silky lupine, orange arnica, rosy pussytoes, Rocky Mountain fescue, Idaho fescue, slender hawksbeard, timber milk-vetch, junegrass, and cheatgrass.

Landscape Design | When designing the landscape for your home it is important to understand what plant material grows naturally in the area. This region is much drier and has greater temperature variations than you may be familiar with when landscaping or gardening elsewhere.

Elements of 'xeriscaping' should be considered when designing your landscape. These include:

- Improving soils to aid in moisture retention through the addition of organic matter and the use of mulches in planting beds.
- Utilizing native plant species that are naturally drought resistant, particularly native grasses. Note that all plants require moisture when planted and for at least two growing seasons while they become established and develop suitable root systems. They may also require additional moisture in drought conditions.
- Choose plants according to their need for water, sun and soil type. Plant them within areas of the landscape that will provide the best conditions for growth.

- Choose perennials, shrubs and grasses rather than annuals for your gardens.
- Locate plants that require more moisture in areas that can receive moisture naturally, such as near a downspout from your eavestrough.

When considering the landscape design for your home it is important to also remember that irrigation is limited at Sweetwater. No homeowner may utilize more than 325 gallons of water per day. This will be monitored by the Water Utility through the metering of water for each residence.

Recognizing the intensive recreational activity that will be a significant part of the character of this community, landscapes are to be designed to facilitate this level of activity while limiting the water requirements for landscapes so as to remain true to the natural character of the area. Landscaping should enhance the architecture of the home while defining outdoor spaces and preserving views to the lake and beyond for your residence and neighbouring residences.

3.1 Landscape Plantings

All properties at Sweetwater shall be fully landscaped. Your security deposit will not be refunded until installation of all landscaping is completed.

Landscaping on each Lot shall be developed with consideration given to the recreational nature of this community. Limited area of sodded lawn is encouraged to allow children room to play while elements of the natural landscape are to be provided so that the community maintains a tie to the existing natural environment. To achieve this character, homeowners are encouraged to provide small areas of manicured lawns with large areas of naturalistic vegetation. Large sodded lawns will not be permitted.

Landscape planting shall utilize plant materials that are native to the region or that are naturalistic in appearance. Ornamental plants shall be limited to those which appear naturalistic. Plants which are exotic or unusual in appearance will not be permitted. Use of plant material that, in the opinion of the DRC, is not acceptable for or deleterious to Sweetwater, will not be permitted. A list of trees and shrubs suitable for the Sweetwater area may be found in *Appendix D – Plant Selection for Landscaping at Sweetwater*.

The transition between natural landscape and sodded lawn must be handled carefully to ensure a natural looking landscape. Curvilinear planting beds are preferred over rectilinear formal planting beds. Landscaping between adjacent lots must transition smoothly – property lines must not be highlighted between lots. To achieve this, it is recommended that all homeowners utilize the *Sweetwater Native Seed Mix* for natural grass areas. This seed mix is available for purchase from the Developer.

Formalized plantings, such as hedges or tightly pruned shrubs, are not permitted.

All planting shall be naturalistic in style with massings of plant material rather than formal plantings of individual plants.

Coniferous trees shall be minimum 2.4 metres height when planted. Deciduous tree shall be minimum 50mm caliper when planted.

The use of stone or wood mulches shall be limited to planting beds only. These materials are not appropriate as landscaping in lieu of lawn or shrub planting. Stone may be utilized within the drip edge of the home.

Indicate all proposed plant material on landscape drawings (location, quantity, species, size).

3.2 Irrigation Systems

Underground irrigation systems are not permitted at Sweetwater due to irrigation restrictions. No homeowner may utilize more than 325 gallons of water per day (325 IGPD). This will be monitored by the Water Utility through the metering of water for each residence.

3.3 Hot Tubs, Pools and Water Features

Water features are permitted at Sweetwater. However, approval by the DRC is required prior to construction of any water feature. Water features must recycle water and must be operated only when the home is being occupied. The DRC may limit the size of a water feature to restrict water use.

Swimming pools will be permitted only with approval from the DRC and in circumstances that demonstrate that the pool will have minimal impact on neighbouring residences.

Hot tubs are permitted with approval from the DRC. Hot tubs must be situated in a manner that does not impact neighbouring views or impede on a neighbour's use and enjoyment of their property.

3.4 Retaining Walls

Retaining walls are to be designed and constructed so as to blend into the natural landscape. They may take on a more natural appearance through the use of native rock, timber and plant material, or perhaps reflect the architecture presented through the building by incorporating matching or complimentary material and detail. Walls of pressure treated timber or railway ties are not permitted. All such retaining walls must be constructed completely within the Building Envelope and meet the following requirements:

Retaining walls required for slope retention along the side of a home shall not extend beyond the side property line and shall be designed to ensure that your property and neighbouring properties are not compromised by the retaining wall.

Retaining walls at the front and back of a home shall not extend beyond the building envelope.

The exposed height of a retaining wall system shall be a maximum of 1.5 metres. Walls over 900 mm in height shall be stepped and a minimum 600 mm horizontal separation shall be provided between each step.

Retaining walls shall meander and blend with the natural contour. Wall ends shall insert and terminate into the landscape or abut into a building face

3.5 Fencing

Fences are generally not permitted at Sweetwater as they limit views and cut-up the natural landscape. The following exceptions will be permitted:

- Pet enclosures will be permitted on a case-by-case basis. Enclosures must be contained within the Building Envelope and may not be larger than 3.0 metres x 2.0 metres. Pet enclosures must be black chain link fencing and may be no more than 2.0m in height. Pet enclosures may not be located in the front yard of a home.

3.6 Fire Pits

Fire pits are a classic part of the summer beach experience. However, care must be taken to ensure that firepits are built, maintained and used in a safe manner.

Fire pits shall be constructed in rear yards only. Fire pits are not permitted in side yards or front yards.

The fire ring must be constructed of non-combustible materials such as stone or concrete. Non-combustible construction of fire ring must extend a minimum of 12" from base of fire pit. The use of cinder block or loose stone for a fire ring is not permitted.

Fire pit must include a non-combustible buffer zone of 1.5 metres around edge of fire ring. Buffer zone may be constructed of gravel, concrete or unit pavers.

Fire pits must be located a minimum of 3.0 metres from trees or other vegetation.

Fire pits must be located a minimum of 6.0 metres from any residence of other structure

3.7 Recreational Equipment and Facilities

Recreational equipment and facilities such as playground equipment, trampolines, swing sets, tennis courts and other sports courts require approval of the DRC prior to construction or installation.

All recreational equipment must be located within the Building Envelope in the rear yard of the lot.

Tennis courts and other large sport surfaces are not permitted.

Gazebos, storage buildings and other accessory buildings and structures must be designed to complement the primary residence and be of similar colours and materials. All accessory buildings, outbuildings and structures must be located within the Building Envelope.

Lot Development Registration

Appendix A

Lot Number: _____

Lot Owner: _____

Mailing Address: _____

Phone: _____

Cellular: _____

Email: _____

Applicant (if other than Owner): _____

Mailing Address: _____

Phone: _____

Cellular: _____

Email: _____

The Owner acknowledges that the house plan review is provided as a service and that the Developer and its designated Consultant assume no responsibility for the accuracy of the information provided, or for any losses or damages resulting from use thereof. This plan review does not guarantee approval for Building Permit by the RDEK, nor does RDEK approval for Building Permit guarantee Design Guideline Approval.

Security Deposit Amount: \$10,000.00

Signature of Owner: _____

Date: _____

Signature of Owner: _____

Date: _____

Plan Approval Application

Appendix B

This Plan Approval Application must be completed by the Owner or Applicant and submitted with all other required materials for Design Review.

Lot Number:

Lot Owner:

Mailing Address:

Phone:

Cellular:

Email:

Applicant (if other than Owner):

Mailing Address:

Phone:

Cellular:

Email:

...continued

LAKEVIEW TERRACE RESIDENTIAL DESIGN GUIDELINES

Submission Requirements

All drawings submitted for review must be clear, legible and to scale. It is recommended that all drawings be prepared by a professional. Applications (with plans and other documentation required for submission) may be submitted as hard copy or by email as PDF documents (JPEG, TIFF and other file formats are not acceptable). If submitting hard copies the following number of each are required. If submitting by email, submit one copy of each plan.

Description of Item		Preferred Drawing Scale	# of Copies
Plan Approval Application Complete Appendix B and submit with your application			1
Site Plan The site plan must illustrate the location of the Building Envelope, proposed building (and all other structures), driveway, walkways, parking areas, patios, retaining walls, and locations of all proposed services (including propane tank), site grading, and, existing trees and major shrubs to be retained and/or removed.		1:200 metric, (1/16"=1'-0")	2
Floor Plans and Roof Plan Floor plans should clearly define the foundation location, any bay or other projections, wall sections, split levels or second storey configurations, fireplace chimney, and exterior door and window sizes. Roof plan must indicate roof slope and all roof mounted mechanical systems or other apertures		1:50 metric, (1/4"=1'-0")	2
Exterior Building Elevations and Sections Exterior elevations of all sides of the building, and sections, drawn through the entire lot, front to back and side-to-side. These shall be at the same scale as the floor plans, with both existing and proposed grade lines shown. All exterior materials and colours must be clearly indicated on the elevations.		1:50 metric, (1/4"=1'-0")	2
Landscape Plan Landscape Plan at the same scale as the site plan. Landscape plan shall indicate the locations and sizes of all existing trees, as well as all proposed landscape planting. It shall also indicate all retaining wall locations(s), material(s) and section(s), surface treatments, decorative features such as pools or imported rocks, site furnishings, and, landscape structures.		1:200 metric, (1/16"=1'-0")	2
Exterior Lighting Plan A plan indicating the locations of all exterior lighting (on buildings and within landscape). Include fixture schedule with catalogue clips for site and building exterior lighting fixtures and street identification.		1:200 metric, (1/16"=1'-0")	3
Colour Board Colour/Samples mounted on an 9" x 12" (max.) colour sample board, identified with the manufacturer's name, colour and/or number, of all exterior materials and colours including window manufacturer and glass specification. Colour board shall be clearly marked with the Owner's name, filing date, and Lot number. Manufacturer's catalogue cuts of all exterior lighting fixtures are to be provided as part of the colour sample board.		no larger than 9"x12"	1

... Continued

Building Summary

Description of Item

Ground Floor Area (gross floor area):	m ²	ft ²
Second Floor Area (gross floor area):	m ²	ft ²
Basement Floor Area (gross floor area):	m ²	ft ²
Garage Floor Area (gross floor area):	m ²	ft ²

Gross floor area shall include all finished living space measured from the outside of exterior walls. Do not include garage floor area in other areas.

Building Height	m ²	ft ²
Roof Pitch (ie. 6:12)	Pitch of primary roof only	

Building height shall be measured in accordance with RDEK Zoning and Floodplain Management Bylaw No.2127 / 2009, section 1.12 – Heights of Buildings and Structures.

Building Siting

Setback from Property Lines

Front Yard	m	ft
Rear Yard	m	ft
Side Yard (left)	m	ft
Side Yard (Right)	m	ft

Indicate distance from property line to edge of foundation wall.

...continued

Building Summary

Calculation of Maximum Percent of Glazed Openings on Exposing Building Face

Note: If garage is detached from the home provide a separate page with garage calculations, if garage is attached to the home include garage in primary residence calculations below.

South Building Face

Total Area of Glazed Openings:	_____ m ²	_____ ft ²
Total Area of Exposed Building Face:	_____ m ²	_____ ft ²
% of Glazed Openings to Building Face	_____ %	

North Building Face

Total Area of Glazed Openings:	_____ m ²	_____ ft ²
Total Area of Exposed Building Face:	_____ m ²	_____ ft ²
% of Glazed Openings to Building Face	_____ %	

See Appendix C for description of how to determine the percent of glazed openings and the setbacks required. Calculations shall be for that side of the home that is adjacent to a sideyard setback. All front and rear elevations do not require additional setback from RDEK zoning setbacks as shown on your Lot Plan.

ALL HOMES ARE REQUIRED TO PROVIDE INCREASED SETBACKS AS CALCULATED ABOVE

OR

A FIRE SUPPRESSING SPRINKLER SYSTEM MUST BE PROVIDED

☐

A fire suppressing sprinkler system that meets with NFPA 13D standards is to be installed in this home (Check box)

...continued

Building Materials

List all proposed exterior cladding materials. Provide material type, supplier and colour.

Description of Item	Material	Supplier	Colour
Foundation Cladding			
Walls – Primary Cladding			
Walls – Other Cladding			
Walls – Other Cladding			
Walls – Other Cladding			
Walls – Other Cladding			
Roof			
Gable Ends			
Soffit			
Fascia			
Eavestrough			
Window and Door Trim			
Windows			
Front Entrance Door			
Other Doors			
Garage Door			
Chimney			
Porch Railings			
Other			

...continued

Landscape Materials

List all proposed landscape materials. Provide material type, supplier and colour.

Description of Item	Material	Supplier	Colour
Driveway			
Front Walkway			
Other Walkways			
Patio / Porch			
Retaining Walls			

Utilities

Fuel for heating, cooking (stove) and water heater **must** be propane. The use of electricity for heating, cooking (stove) or water heater is not permitted. Fireplaces must be either propane or wood. The use of electric fireplaces is not permitted. All barbeques and other outdoor cooking equipment must be propane. Confirm source of fuel as follows:

Heating	<input type="checkbox"/> PROPANE	<input type="checkbox"/> OTHER (Specify) _____
Cooking (Stove)	<input type="checkbox"/> PROPANE	<input type="checkbox"/> OTHER (Specify) _____
Water Heater	<input type="checkbox"/> PROPANE	<input type="checkbox"/> OTHER (Specify) _____
Fireplace(s)	<input type="checkbox"/> PROPANE	<input type="checkbox"/> WOOD <input type="checkbox"/> OTHER (Specify) _____
Other	<input type="checkbox"/> _____	

...continued

Terms of Approval

Compliance with Design Guidelines | Owner is responsible for complying with and meeting the specific criteria as well as the spirit and intent of these Design Guidelines. The Province of British Columbia Building Code, the RDEK Zoning and Floodplain Management Bylaw No.2127/2009 and the RDEK Building Permit requirements contain design standards and conditions that require your understanding and compliance. Compliance with the aforementioned codes, current at the time of approval and construction, as well as any other legislation that may have jurisdiction, is entirely the responsibility of the Owner.

Relaxation of Design Guidelines | All aspects of these Design Guidelines are subject to relaxation or variance by the DRC upon request from an Owner. Relaxations and variances will be considered for superior design that, while maintaining the overall theme and character of Sweetwater, may not conform to one or more of the specific guidelines. Owners considering home designs that are not consistent with these Design Guidelines are recommended to consult with the DRC early in the design of their home to ensure that the design envisioned will be considered by the DRC. Note that each request for a relaxation or variance is considered on its own merits and existing relaxations at Sweetwater shall not be considered as precedence for future development. The ability to provide a relaxation or variance does not obligate the DRC or the Developer to do so.

The Developers Right to Amend Guidelines | The Developer reserves the right to make revisions and modifications to these Design Guidelines for future phases of development at Sweetwater.

Approval at Developer's Sole Discretion | Architectural forms and styles that do not represent the ideals of Sweetwater will not be permitted by the DRC or the Developer. Final approval of any home design, including site planning and landscaping, is at the sole discretion of the DRC and the Developer.

Non-Liability of the Design Review Coordinator and Marcer Ranching Ltd. | Marcer Ranching Ltd., their employees, agents, consultants or contractors shall not be liable for damages in any form to anyone submitting plans to them for approval or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans or specifications. Every Owner or other person who submits plans for approval agrees by submittal of such plans and specifications that he/she will not bring action or suit against the Marcer Ranching Ltd., their employees, agents, consultants or contractors to recover damages.

...continued

LAKEVIEW TERRACE RESIDENTIAL DESIGN GUIDELINES

Other Conditions | Approval of plans by the Marcer Ranching Ltd., and/or the Design Review Coordinator shall not be deemed to constitute compliance with the requirements of any local building, zoning, safety, health or fire codes and shall be the responsibility of the Owner or other person submitting plans to assure such compliance. Nor shall approval waive any requirements on the part of the Owner or his/her agent to comply with setbacks, height restrictions, or requirements unless such waiver or variance is specifically requested at the time of submittal and provided that the waiver or variance may properly be granted by the Developer. In addition, approval shall not waive the requirements for obtaining permits from the RDEK (or any other governmental agency) nor does obtaining all required permits from the RDEK (or any other governmental agency) waive the need for approval by the Developer. The Developer will not knowingly approve a project that violates RDEK building or zoning codes or those of any other governmental agency or entity, but takes no responsibility for plan conformance to any criteria other than these Design Guidelines.

Disclaimer | Although a reasonable effort has been made to ensure the accuracy of the contents of these Design Guidelines, Marcer Ranching Ltd., and/or its Consultants cannot be responsible for any errors, omissions or inaccuracies contained herein. Marcer Ranching Ltd. and/or its consultants assume no responsibility or liability whatsoever associated with the use of these Design Guidelines contained herein and no representation is made as to the accuracy or completeness of these Design Guidelines contained herein. These Design Guidelines are subject to amendment and supplementation and any such amendments or supplements are not included herein. To ensure that a complete and accurate copy of these Design Guidelines is being consulted, refer to the then current Design Guidelines and any amendments and supplements held by the Developer.

I fully understand the above and with my signature agree to all terms:

Lot Owner Name:

Lot Owner Name:

Signature:

Signature:

Date:

Date:

Spatial Separation Between Houses at Sweetwater

Appendix C

As of the date of this document, the Sweetwater area is outside of RDEK fire protection districts. As a result, the BC Building Code (Section 9.10.15) requires greater building setbacks than those required by the RDEK.

The following interpretation of the BC Building Code requirements for Spatial Separation Between Buildings is provided for your convenience only. For specific queries refer to BC Building Code (2012), Section 9.10.15.

Spatial Separation Between Houses | The required setback from the side yard property line is determined based on the amount of openings in the side of your home. An opening is a window or a doorway. A larger amount of openings requires the home to be farther from the property line. (See sample calculations on the following pages).

The setback is measured by determining the total area of glazing (ie. windows and doors) on the exposed building face and then dividing this amount by the total amount of exposed building face. The building face is determined by measuring the total area from the ground to the underside of the eaves on the exposed side of the home. Section 9.10.15 of the BC Building Code requires a side yard setback of not less than 2.4m. If your home has more than 7% openings in the exposed building face a greater setback is required. (If you have more than 7% openings consult the BC Building Code to determine the spatial separation required).

When determining the area of glazing, note that most window dimensions are the rough opening (R.O.) and not the area of glazing (ie. the dimension required in the framing to install the window and includes the window frame). If your calculations are just slightly over the 7% maximum it is recommended that you obtain the actual glazing area for your windows from the manufacturer and use these dimensions for the calculation. For most homes, utilizing the R.O. is sufficient for the calculation. If you obtain the actual glass area in your windows for your calculations you must submit this data to the Design Review Coordinator when you apply for design review approval and to the RDEK when you apply for a Building Permit.

Doors that are not fire rated (ie. insulated metal) must be included as glazing in the calculation. Using a metal fire rated door is an easy way to reduce the percentage of openings.

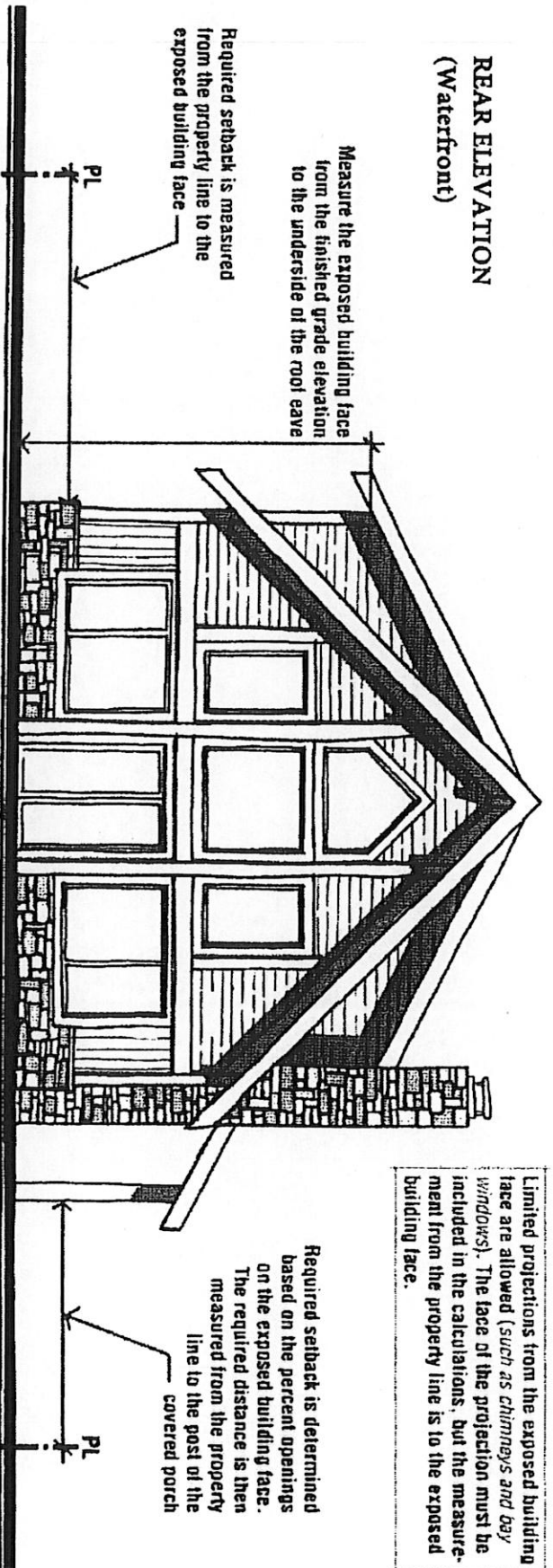
Limited projections from the exposed building face are allowed. The face of the projection must be included in the calculations, but the measurement from the property line is to the larger exposed building face.

When determining the setback for the side of a home that has a **porch**, determine the percentage of openings for the exposed building face. The setback distance determines the required minimum distance from the property line to the edge of the porch (ie. the roof posts).

Uncovered patios and decks are not required to meet the setback requirements and may project beyond the minimum setback distance.

The following example is provided to demonstrate the methods for calculating the required setback. This example is not intended to cover all situations and may not be applicable to your home design. If your home contains elements that are not included in this example consult the BC Building Code to determine the setback required.

REAR ELEVATION (Waterfront)



The type of exterior cladding used on the home has no impact on the required setback from the property line.

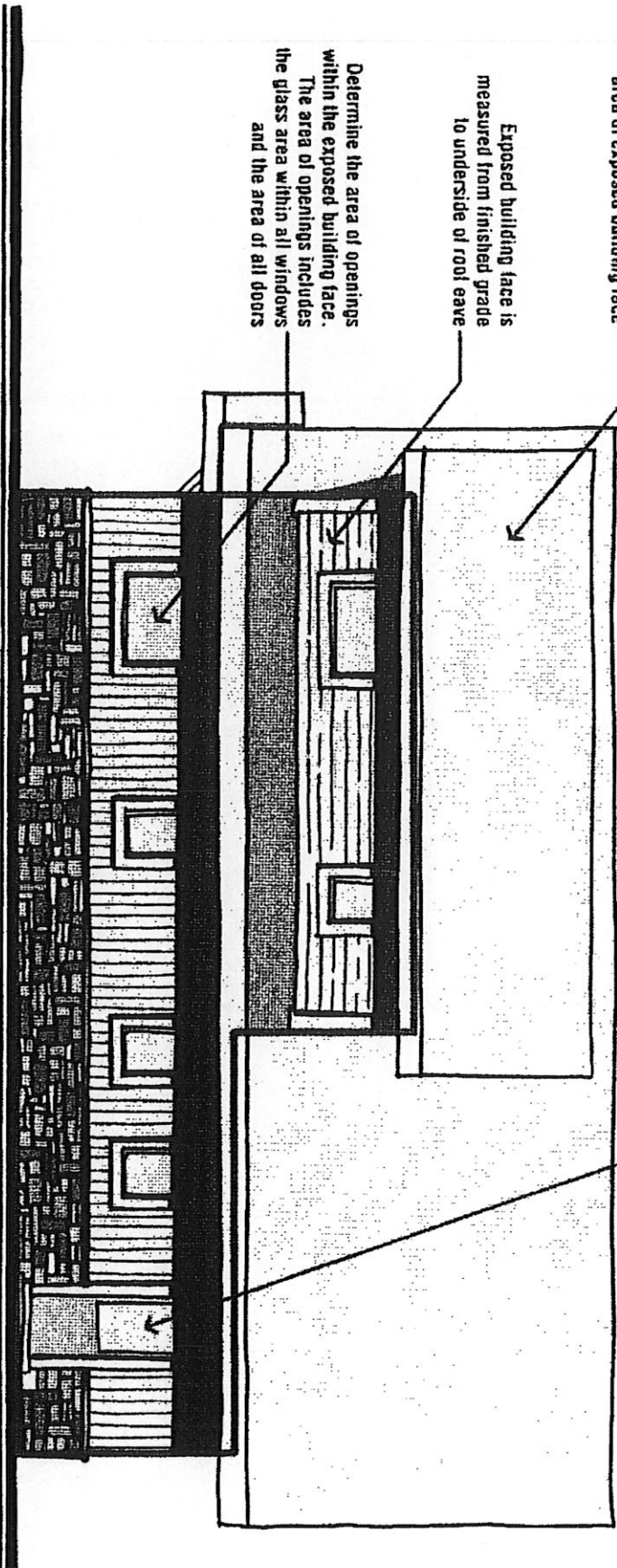
SOUTH SIDE ELEVATION

The area of all doors must be included in the total openings unless the door is a fire rated steel door. Regardless of whether a door is a fire rated or not, the area of any window must be included in the area of openings

Roof area above the highest ceiling is not included in the area of exposed building face

Exposed building face is measured from finished grade to underside of roof eave

Determine the area of openings within the exposed building face. The area of openings includes the glass area within all windows and the area of all doors



LAKEVIEW TERRACE RESIDENTIAL DESIGN GUIDELINES

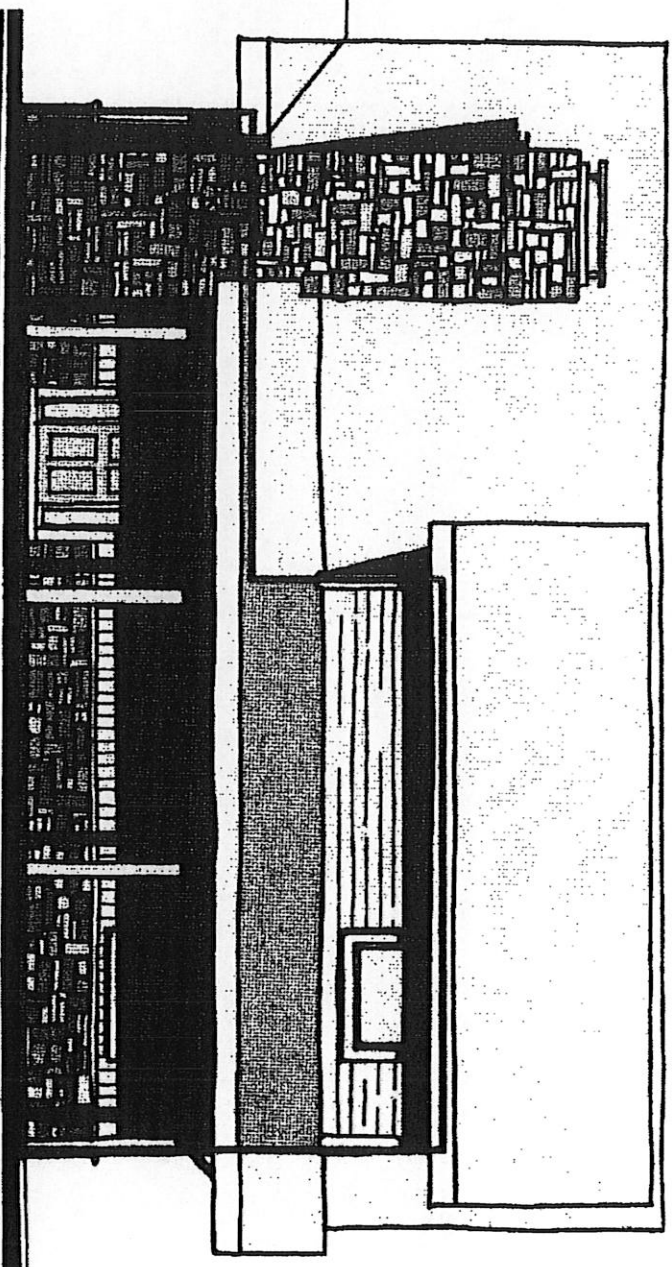
NORTH SIDE ELEVATION

Homes equipped with a fire sprinkler system (to NFPA 13D standards) are exempt from additional setback provisions.

For walls that step away from or that are angled from the property line consult Section 9.10.15 of the BC Building Code (2012)

Exposed building face is measured from finished grade to the underside of roof eave.

For homes with a covered porch, determine the required setback based on the area of the exposed building face. The required setback is then measured from the property line to the porch posts.



Exclusions to the Increased Setback Requirements

- Any home that is **sprinklered with a fire suppression system** that meets the requirements of NFPA 13D (*which is the standard for installation of sprinkler systems in one and two-family dwellings and manufactured homes*) is not required to adhere to the increased setback requirements. A home with a sprinkler system may be placed on the lot in accordance with the setbacks contained in the RDEK zoning bylaw (ie. 1.5m interior sideyard setback). Note clearly on your plans that the home is to be provided with an sprinkler system to meet NFPA 13D.
- The side of **any home that is abutting a common area greenspace or roadway** is not required to adhere to the increased setback requirements and may be placed on your lot in accordance with the setbacks contained in the RDEK zoning bylaw (ie. 1.5m interior sideyard setback for lots abutting common roadways and 5.0m sideyard setback for lots abutting lands zoned P-2). Note that this relaxation only applies to that side of the home that is abutting the common area greenspace or roadway. The other side of the home must comply with the above requirements.

All information in this Appendix C is sourced from *Section 9.10.15 – Spatial Separation Between Houses* from the 2012 BC Building Code. All statements in this Appendix C are believed to be true and accurate as of the date of this document, however, Marcer Ranching Ltd., nor Haworth Development Consulting Ltd. accept any liability for errors or omissions in the information provided herein or for the use of this information by any person. Consult the BC Building Code for specific interpretations of the building code and its applicability to your specific circumstances and home design.

Plant Selection for Landscaping at Sweetwater Lake Village

Appendix D

The following plant list is provided as a guide only. This list is not intended to list all trees and shrubs suitable for use at Sweetwater.

DECIDUOUS TREES

Botanical Name	Common Name	Notes
Acer platanoides	Norway maple	Use species such as Crimson King, Emerald Queen, Deborah and Drummond. Shade, ornamental wherever a large tree is required. Need water, particularly for first five years until well established.
Acer rubrum	Red maple	Use species such as Northwood, Red Sunset and Autumn Blaze. Shade, ornamental wherever a large tree is required. Need water, particularly for first five years until well established.
Acer negundo	Manitoba maple	Species "Sensation" is recommended as it is more compact and attractive. Very hardy, tough tree.
Fraxinus	Ash	Use species such as Fallgold and Patmore. Hardy, large tree. Need water, particularly for first five years until well established.
Malus	Ornamental flowering crab	Use species such as Royalty, Pink Spire, Jan Kuperus and others. Use where a smaller ornamental is needed
Populus	Poplar	Use species such as Prairie Sky and Therestina for a columnar form. Fast growing and hardy.
Prunus	Mayday	Use species such as Bailey Select and other ornamental cherries. Good as fast growing, hardy medium sized flowering trees.
Salix	Willow	Use species such as golden willow, laurel leaf willow and silver leaf willow. Fast growing, naturalizing, erosion control, tough.
Sorbus	Mountain ash	Use species such as American mountain ash and European mountain ash. Ornamental, medium size, tough, hardy
Tilia cordata	Little leaf linden	Most species are suitable. Attractive, fast growing, large tree.
Ulmus americana	Brandon elm	Large, fast growing, stately tree.

CONIFEROUS TREES (EVERGREEN)

Botanical Name	Common Name	Notes
<i>Picea pungens</i>	Colorado spruce	Large, medium fast growing.
<i>Pinus sylvestris</i>	Scotch pine	

DECIDUOUS SHRUBS

Botanical Name	Common Name	Notes
<i>Acer glabrum</i>	Amur maple	Large shrub or small tree. Good for screen, ornamental, native.
<i>Amelanchier</i>	Saskatoon berry	Use of naturalizing.
<i>Cotoneaster acutifolius</i>	Peking cotoneaster	Attractive as single shrub.
<i>Elaeagnus angustifolia</i>	Russian olive	Tough, ornamental screen. Can grow to 18' high.
<i>Euonymus alata</i>	Dwarf burning bush	Ornamental shrub.
'Compact'		
<i>Lonicera</i>	Honeysuckle	Ornamental shrub.
<i>Philadelphica</i>	Mock Orange	Ornamental shrub.
<i>Physocarpus</i>	Ninebark	Ornamental shrub.
<i>Potentilla</i>	Potentilla	Low ornamental shrub.
<i>Spiraea</i>	Spirea	Low ornamental shrub.
<i>Prunus x cistena</i>	Purple leaf sand cherry	Ornamental shrub.
<i>Prunus tomentosa</i>	Nanking cherry	Ornamental shrub.
<i>Rhus typhina</i>	Staghorn sumac	Use for erosion control and naturalizing.
<i>Ribes alpinum</i>	Golden currant	Ornamental shrub.
<i>Salix repens</i>	Creeping willow	Use for erosion control and naturalizing.
<i>Sambucus</i>	Elderberry	Ornamental shrub.
<i>Syringa vulgaris</i>	Common lilac	Ornamental shrub.
<i>Viburnum opulus</i>	European cranberry	Ornamental shrub.
<i>Viburnum trilobum</i>	American highbush cranberry	Ornamental shrub.

<i>Rosa</i>	Shrub rose	Utilize shrub roses and Explorer series that are hardy in this region.
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CONIFEROUS SHRUBS (EVERGREEN)

Botanical Name	Common Name	Notes
Juniperus	Juniper	<p>There are numerous species of juniper that are suitable for a range of uses:</p> <ul style="list-style-type: none"> - J. horizontalis 'Blue Chip' - ground cover - J. horizontalis 'Wilton' - ground cover - J. 'plumosa compacta' - ground cover - J. sabina 'Tamariscifolia' - accent and ground cover - J. sabina 'Broadmoor' - accent and ground cover - J. chinensis 'Mint Jule' - small screen and large accent - J. scopulorum 'Moonglow' - screen and accent - J. scopulorum 'Skyrocket' - screen and accent
Picea abies	Spruce	<p>Species are all dwarf and slow growing ornamentals:</p> <ul style="list-style-type: none"> - P. abies 'Nidiformis' - Nest spruce - P. abies 'Pumilia' - Dwarf Norway spruce - P. abies 'Ohlendorfi' - Ohlendorff spruce
Pinus mugo mughus	Mugo pine	<p>Shrub pine. Dwarf form (Pinus mugo 'Pumilio') is more suitable for most residential locations.</p>

SCHEDULE "F"

KAMLOOPS LAND TITLE OFFICE

Jan-24-2013 16:42:07.004

CA2967190

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 4 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- 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*.

Kerri-Anne
Thomas
F2VNJGDigitally signed by Kerri-Anne Thomas
F2VNJG
DN: c=CA, cn=Kerri-Anne Thomas
F2VNJG, o=Lawyer, ou=Verify ID at
www.juncert.com/LKUP.cfm?
id=F2VNJG
Date: 2013.01.24 16:44:54 -07'00'

1. CONTACT: (Name, address, phone number)

MacDonald Thomas, Barristers & Solicitors

PO Box 2400

1018 - 7th Avenue

Invermere

BC V0A 1K0

PH:250-342-6921 FX:250-342-3237

LTO Client No.: 10783

File: 7909KAT

Document Fees: \$0.00

Deduct LTSA Fees? Yes ☒

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-V Schedule of Unit Entitlement

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN EPS832Related Plan Number: **EPS832**

Strata Property Act

FORM V

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

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan EPS832, being a strata plan of Lot 3, DL 10348, Kootenay District, Plan EPP14443

BARE LAND STRATA PLAN

The unit entitlement for each bare land strata lot is one of the following, as set out in the following table:

- ☒ (a) a whole number that is the same for all of the strata lots in the strata plan as set out in section 246(6)(a) of the *Strata Property Act*.

OR

- ☐ (b) a number that is approved by the Superintendent of Real Estate in accordance with section 246(6)(b) of the *Strata Property Act*.

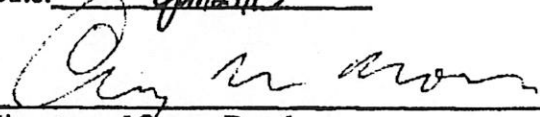
Signature of Superintendent of Real Estate

Strata Lot #	Sheet No.	Total Area in m2	Unit Entitlement	%* of Total Unit Entitlement**
1	1	800.0	1	N/A
2	1	800.0	1	N/A
3	1	800.0	1	N/A
4	1	800.0	1	N/A
5	1	800.0	1	N/A
6	1	800.0	1	N/A
7	1	800.0	1	N/A
8	1	800.0	1	N/A
9	1	800.0	1	N/A
10	1	800.0	1	N/A
11	1	800.0	1	N/A
12	1	800.0	1	N/A
13	1	800.0	1	N/A
14	1	800.0	1	N/A
15	1	800.0	1	N/A
16	1	800.0	1	N/A
17	1	800.0	1	N/A

18	1	900.0	1	N/A
19	1	800.0	1	N/A
20	1	800.0	1	N/A
21	1	800.0	1	N/A
22	1	800.0	1	N/A
23	1	800.0	1	N/A
24	1	800.0	1	N/A
25	1	800.0	1	N/A
26	1	849.1	1	N/A
27	1	815.7	1	N/A
28	1	815.7	1	N/A
29	1	815.7	1	N/A
30	1	815.7	1	N/A
31	1	815.7	1	N/A
32	1	815.7	1	N/A
33	1	815.7	1	N/A
34	1	815.7	1	N/A
35	1	800.1	1	N/A
36	1	1359.0	1	N/A
37	1	879.4	1	N/A
38	1	800.2	1	N/A
39	1	769.6	1	N/A
40	1	769.6	1	N/A
41	1	769.6	1	N/A
42	1	769.6	1	N/A
43	1	769.6	1	N/A
44	1	769.6	1	N/A
45	1	769.6	1	N/A
46	1	808.8	1	N/A
47	1	800.1	1	N/A
48	1	800.0	1	N/A
49	1	800.0	1	N/A
50	1	800.0	1	N/A
51	1	800.0	1	N/A
52	1	800.0	1	N/A
53	1	800.0	1	N/A
54	1	900.0	1	N/A
55	1	800.0	1	N/A
56	1	800.0	1	N/A
57	1	800.0	1	N/A
58	1	800.0	1	N/A
59	1	800.0	1	N/A
60	1	800.0	1	N/A
61	1	800.0	1	N/A
62	1	800.0	1	N/A
63	1	800.0	1	N/A
64	1	800.0	1	N/A
Total Number of Lots: 64			Total Unit Entitlement: 64	

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

Date: Jan 24/13


Signature of Owner Developer

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

SCHEDULE "G"

Status: Filed
FORM STRATA_V8

Doc #: CA2967192

RCVD: RQST: 2013-02-19 13:44:00

KAMLOOPS LAND TITLE OFFICE

Jan-24-2013 16:42:07.006

DECLARATION(S) ATTACHED
CA2967192

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 21 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSB(C) 1996, C.250.

Kerri-Anne
Thomas
F2VNJG

Digitally signed by Kerri-Anne Thomas
F2VNJG
DN: cn=CA, cn=Kerri-Anne Thomas
F2VNJG, ou=Likseyer, ou=Verify ID at
www.yourcan.com/LIKSP.cfm?
id=F2VNJG
Date: 2013.01.24 16:53:26 -0700

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

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*.

1. CONTACT: (Name, address, phone number)

MacDonald Thomas, Barristers & Solicitors

PO Box 2400

1018 - 7th Avenue

Invermere

BC V0A 1K0

PH:250-342-6921 FX:250-342-3237

LTO Client No.: 10783

File: 7909KAT

Document Fees: \$23.90

Deduct LTSA Fees? Yes ☒

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-Y Owners Developers' Notice of Different Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR STRATA PLAN EPS832

Related Plan Number: **EPS832**

Strata Property Act

FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS
(Sections 245(d), Regulations Section 14.6(2))

Re: Strata Plan EPS832, being a strata plan of:

Lot 3, District Lot 10348, Kootenay District Plan EPP14443

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

The standard bylaws are deleted and replaced in their entirety by the bylaws attached as Schedule "A" hereto.

Dated: Jan 24, 2013



Signature of Owner Developer
MARCER RANCHING LTD.
by its authorized signatory:
Craig Douglas McMorran

**LAND TITLE ACT
FORM DECLARATION**Related Document Number: **CA2967192****PAGE 1 OF 20 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.

Kerri-Anne Thomas F2VNJG	<small>Digitally signed by Kerri-Anne Thomas F2VNJG DN: c=CA, cn=Kerri Anne Thomas F2VNJG, o=Lawyer, ou=Verity ID n www.juricert.com/ALUP.dtm? id=F2VNJG Date: 2013.02.01 15:00:55 -0700</small>
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The Form Y - Owners Developers' Notice of Different Bylaws registered under CA2967192 was missing information. We hereby request that Schedule "A" to Form Y be replaced in its entirety by the attached revision.

I make this declaration based on personal knowledge and reasonable belief.

Gail Corrigan

NOTE:

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

Fee Collected for Document: \$0.00

**SCHEDULE "A" TO FORM Y
OWNER DEVELOPERS NOTICE
OF DIFFERENT BYLAWS**

The Bylaws shall be amended by deleting the Strata Property Act standard form bylaws and inserting the following:

**BYLAWS
THE OWNERS, STRATA PLAN EPS832**

1. DUTIES OF OWNERS, OCCUPANTS AND VISITORS

An Owner shall:

- (a) pay strata fees as and when due;
- (b) permit the Strata Corporation and its agents, at all reasonable times on notice (except in case of an emergency, when no notice shall be required), to enter the Owner's Strata Lot for the purpose of inspecting the lands and any services located on the Owner's Strata Lot and to inspect the exterior of the improvements constructed on the Owner's Strata Lot to ensure such improvements comply with the Bylaws and that the Bylaws are being observed;
- (c) repair and maintain the Owner's Strata Lot, all improvements thereon and all areas allocated to the Owner's exclusive use, and keep all such areas in a state of good repair, reasonable wear and tear excepted;
- (d) use and enjoy the common property or other assets of the Strata Corporation in a manner that will not unreasonably interfere with the use and enjoyment thereof by other Owners or their families or visitors. For certainty, this means that common property may not be used by all-terrain vehicles or dirt bikes. Golf carts are permitted to be used on the common property but may only be powered by electric power;
- (e) not use the Owner's Strata Lot, or permit the same to be used, in a manner for a purpose that will cause a nuisance or hazard to any occupier of a Strata Lot (whether an Owner or not) or the Owner's family; not use any of the common property in a manner for a purpose that will cause a nuisance or hazard to other Strata Lots or the common property;
- (f) not cause unreasonable noise;
- (g) not unreasonably interfere with the rights of other persons to use and enjoy the common property, common assets or another strata lot or the use of their Strata Lot for any purpose that is illegal, or is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (h) notify the Strata Corporation forthwith upon any changes of ownership or other

disposition of the Owner's interest in the Strata Lot;

- (i) within 2 weeks of becoming an Owner, inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata Plan, if any;
- (j) comply strictly with any changes affecting the Strata Corporation and these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time;
- (k) repair, maintain and replace the common utilities and services located on or within the Owner's Strata Lot, as reasonably directed by the Strata Corporation and/or its agents;
- (l) not display signs, billboards, advertising material, notices, offensive displays or other displays on the Strata Lot that are visible from the exterior, on limited common property the Owner uses, or on common property, except with the Strata Council's prior written consent. This restriction shall not apply to or in any way restrict the Owner Developer's right to market Strata Lots;
- (m) not store recreational vehicles, trailers, boats and other motorized watercraft except in conformance with the following conditions:
 - (i) The parking of recreational vehicles, boats and other motorized watercraft, and trailers within the rear yard or side yard of any Lot is prohibited at all times.
 - (ii) The parking of recreational vehicles, boats and other motorized watercraft, and trailers within the common area of the community is prohibited at all times unless the recreational vehicle, boat or other motorized watercraft, or trailer is parking in a parking stall designated for such use and is parking in accordance with the limitations stated on a sign posted within the community.
 - (iii) Long-term storage (greater than 48 consecutive hours) of recreational vehicles, boats and other motorized watercraft, and trailers shall be contained within the garage of the home or shall preferably be located off-site. Notwithstanding the provisions for short-term parking outlined above, the storage of recreational vehicles, boats and other motorized watercraft, and trailers for periods longer than permitted above is prohibited on all Lots.
 - (iv) The parking of recreational vehicles (or large camping trailers) within the front yard area of a home within the Development shall be limited to a period of not greater than 48 consecutive hours and shall not exceed more than eight days in a calendar year.
 - (v) The parking of boats and motorized watercraft (over 15 feet in length) within the front yard area of a Lot shall be prohibited during the period from May 15th through September 1st.
 - (vi) The parking of boats and motorized watercraft under 15 feet in length (ie. Seadoos) and other motorized recreational vehicles (ie. minibikes, quads) within the front yard area of a Lot is prohibited.
- (n) not permit any dwelling to be occupied or used for any purpose other than as a private residential dwelling or vacation home for a single family;

3

- (o) ensure all fires, whether for the disposal of trash or otherwise, comply with all local fire regulations, and ensure no flues for fireplaces, furnaces or barbeques will be used without spark arrestors.
- (p) not carry out landscaping on a Strata Lot except in a way so as to promote and enhance a cohesive and visually attractive image for the Strata Corporation all of which must be approved in advance by the Strata Council in accordance with the provisions of these Bylaws;
- (q) maintain the landscaping on their Strata Lot to the standard of a high quality community and in accordance with rules decided by the Strata Council from time to time unless the Strata Corporation resolves to maintain the landscaping on the Strata Lot;
- (r) carry out landscaping with the intention and result of having a pleasing transition from Strata Lot to Strata Lot;
- (s) maintain all landscaping on each Strata Lot properly, which shall include all necessary cutting, watering, fertilizing, aerating, insect, disease, weed control, pruning and replacements of dead or damaged plants provided all landscaping that is functional in nature will be identified by the Strata Council and such functional landscaping will not be removed without the prior written consent of the Strata Council, and only will be removed if it is replaced with landscaping or other material to ensure the function is safely maintained;
- (t) before commencing any substantial renovations of any structure on any Strata Lot obtain the prior approval of Strata Council, who may refuse to approve such renovations if they do not comply with any relevant authority, or are inconsistent with the theme of the development as a whole;
- (u) ensure that any dwelling and any ancillary buildings on a Strata Lot utilizes only propane for space heating, water heating and cooking and any fireplace in the dwelling uses either wood or propane until three phase electrical power has been made available to the Strata Lots in the Strata Plan. Upon delivery of three-phase power to the Strata Lot and connection thereto, use of electrical power for space heating, water heating, cooking and fireplace is permitted.
- (v) connect the dwelling and any ancillary buildings on his Strata Lot to a propane distribution system servicing the Strata Lots in the Strata Plan (the "Propane Distribution System") once same is operational. Any propane tank in excess of 100 lbs shall be removed by the Owner within 120 days of the Propane Distribution System becoming available to service the Strata Lot;
- (w) comply with the Design Guidelines and the Statutory Building Scheme for the Strata Plan.

2. DUTIES OF STRATA CORPORATION

The Strata Corporation shall:

- 4
- (a) control, manage, maintain and administer the common property, common facilities and other assets of the Strata Corporation for the benefit of all Owners;
 - (b) keep in good and serviceable repair and properly maintain the fixtures, fittings, equipment and other apparatus used in connection with the common property, common facilities or other assets of the Strata Corporation;
 - (c) maintain all common areas, both internal and external, including the lawns, gardens, driveways, parking and storage areas;
 - (d) maintain and repair (including renewal where reasonably necessary) pipes, wires, and cables, for the time being existing in the common property and capable of being used in connection with the enjoyment of more than one Strata Lot or the common property;
 - (e) on the written request of an Owner or mortgagee of a Strata Lot, produce to such Owner or mortgagee, or person authorized in writing by the Owner or mortgagee, certified copies of the policy or policies of insurance effected by the Strata Corporation and certified copies of the receipt or receipts of the last premium or premiums paid in respect thereof;
 - (f) collect and receive all strata fees, levies and contributions towards the operating, or any other funds created by the Strata Corporation paid by the Owners and deposit same in accounts within British Columbia, with a Canadian chartered bank, trust company or credit union;
 - (g) pay all sums of money lawfully required to be paid on account of all services, supplies and assessments pertaining to or for the benefit of the Strata Corporation;
 - (h) keep in a state of good and serviceable repair and properly maintain the common property, common facilities and assets of the Strata Corporation; comply with notices or orders by any competent public or local authority requiring repairs or Work to be done in respect of the common property, common facilities, or assets of the Strata Corporation;
 - (i) obtain and maintain insurance on the common property and common facilities and any insurable improvements owned by the Strata Corporation to the full replacement values as required by the Act;
 - (j) obtain and maintain insurance in respect to all other perils, including liability;
 - (k) review annually the adequacy of the insurance;
 - (l) pay premiums on policies of insurance affected by the Strata Corporation.
 - (m) obtain and retain by contract the services of a Manager upon such terms as the Strata Council may from time to time decide, provided that the Strata Council may, with the approval of the Owners, arrange for self-management of the Strata Corporation;
 - (n) enforce parking regulations regarding parking in the Strata Corporation driveways or fire lanes of the common areas;

5

- (o) give authority to a readily accessible resident representative or the Manager to grant entry to the common property to the local Building, Health, Property Tax Assessment and Fire Departments for emergency or inspection purposes;

3.0 POWERS OF STRATA CORPORATION

The Strata Corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property, common facilities or other assets of the Strata Corporation;
- (b) borrow monies required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine in separate accounts any monies in the operating or any other fund, or in the contingency reserve fund;
- (e) make an agreement with any Owner or occupier of a Strata Lot for the provision of amenities or services by it to the Strata Lot or to the Owner or occupier thereof;
- (f) grant to an Owner the right to exclusive use and enjoyment of common property, or special privileges in respect thereof, the grant to be terminated on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves;
- (g) do all things necessary for the enforcement of the Bylaws, and the rules and regulations of the Strata Corporation and for the control, management and administration of the common property, common facilities or other assets of the Strata Corporation generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the Bylaws, rules and regulations; and any amount expended under this sub-section shall become due and payable to the Strata Corporation upon demand, and shall be added to the next levy on that Owner;
- (h) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment, safety and cleanliness of the common property, common facilities or other assets of the Strata Corporation provided such rules and regulations do not conflict with the Act or these Bylaws;
- (i) determine the levy for the contingency reserve fund which shall be in compliance with the Act until the reserve reaches an amount that the Strata Council considers sufficient having regard to the nature of the Strata Plan being a bare land strata plan and the type of improvements and equipment in the Strata Plan, and thereafter raise such further amounts of replacements of contingency reserve or other funds from time to time and over such a period of time as the Strata Corporation deems necessary;
- (j) join any organization serving the interests of the Strata Corporation and assess the membership fee in the organization as part of the common expenses;

6

- (k) carry out any repairs or work required by the notice or order of any competent public or local authority in respect of a Strata Lot, whether authorized by the Owner or not, where the Owner fails to carry out such repairs or work within thirty (30) days of receipt of such notice.

4. THE STRATA COUNCIL

- (a) The powers and duties of the Strata Corporation shall, subject to any restriction imposed or direction given at a General Meeting, be exercised and performed by the Strata Council.
- (b) The Owner Developer must exercise the power and duties of the Strata Council until a Strata Council is elected by the Owners.
- (c) A Strata Council must be elected at the first Annual General Meeting of the Owners.
- (d) The Strata Council shall consist of not less than three (3) nor more than seven (7) Owners and shall be elected at each Annual General Meeting.
- (e) A Strata Council member can be the spouse of a person, otherwise eligible to be elected to the Strata Council. Where a corporation, including the Owner Developer, owns a Strata Lot, representatives of such corporation may be elected to the Strata Council. In the event the Owner Developer owns more than one Strata Lot, the Owner Developer may have more than one representative on the Strata Council.
- (f) At each Annual General Meeting of the Strata Corporation, all the members of the Strata Council shall retire from office and the Strata Corporation shall elect a new Strata Council, by and from among the Owners, but a retiring member of the Strata Council shall be eligible for re-election.
- (g) Only one Owner of a Strata Lot shall be a member of the Strata Council at any one time.
- (h) Strata Council members must act in good faith and must exercise the care and diligence of a reasonably prudent person in comparable circumstances and Strata Council members who do so are not personally liable for acts or omissions of the Strata Council. The Strata Corporation shall indemnify Strata Council members, acting in that capacity or as officers of the Strata Corporation, so long as they have acted honestly and have not been grossly negligent.
- (i) The Strata Corporation may, by resolution at a Special General Meeting, remove any member of the Strata Council before the expiration of their term of office and elect another Owner in their place, to hold office until the next Annual General Meeting.
- (j) The office of member of the Strata Council shall be vacated if the member:
 - (i) by notice in writing to the Strata Corporation resigns their office; or
 - (ii) ceases to be an Owner; or
 - (iii) becomes personally insolvent or bankrupt; or

- (iv) becomes of unsound mind; or
- (v) in the case of a company which is an owner of a Strata Lot appointing such member, if the company shall become bankrupt or make an assignment for the benefit of creditors or proceedings are begun to wind up the company, otherwise than for the purposes of amalgamation or reconstruction;
- (vi) has been removed from office in accordance with the provisions of these Bylaws.
- (k) Where a vacancy on the Strata Council occurs, the remaining members of the Strata Council shall select from among the Owners an Owner to replace the departing Strata Council member and to fulfill the balance of their term of office.
- (l) A quorum of the Strata Council is three (3).
- (m) At the first meeting of the Strata Council held after each Annual General Meeting of the Strata Corporation, the Strata Council must elect, from among its members, a President, a Vice President, a Secretary and a Treasurer.
- (n) A person may hold more than one office at a time, other than the offices of President and Vice President.
- (o) The Vice President has the powers and duties of the President
 - (i) while the President is absent or is unwilling or unable to act, or
 - (ii) for the remainder of the President's term if the President ceases to hold office.
- (p) If a member other than the President is unwilling or unable to act for a period of 2 or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.
- (q) The President of the Strata Council shall have a casting vote in addition to their original vote.
- (r) Where a President is absent from any meeting of the Strata Council, or vacates the chair during the course of any meeting, the Vice-President shall act as the Chair and shall have all the duties and powers of the Chair while so acting.
- (s) In the absence of both the President and the Vice-President, the members present shall among themselves appoint a Chair for that meeting who shall have all the duties and powers of the Chair while so acting.
- (t) At meetings of the Strata Council all matters discussed shall be determined by simple majority vote.
- (u) All acts done in good faith by the Strata Council, notwithstanding that afterwards it is discovered that there was some defect in the appointment or continuance in office of any member of the Strata Council, shall be as valid as if the member had been duly appointed or had duly continued in office.

- (v) No member of a Strata Council shall be personally liable for any act done in good⁸ faith carrying out their duties as a member of the Strata Council.

5. DUTIES OF STRATA COUNCIL

The Strata Council shall:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet:
 - (i) when any member gives to the other members not less than seven (7) days' notice of a meeting proposed by the President, specifying the reason for calling the meeting, unless all the other members agree to waive the notice; or
 - (ii) at the call of the President on such notice as the President may specify, unless all the other members agree to waive the notice, without the necessity of the President giving reason for the calling of the meeting;
- (b) contract with or employ for and on behalf of the Strata Corporation such agents, employees or contractors as it thinks fit in connection with the control, management, and administration of the common property, common facilities or other assets of the Strata Corporation, and the exercise and performance of the powers and duties of the Strata Corporation;
- (c) subject to any restriction imposed or direction given at a General Meeting, delegate to one or more of its members or to a member or committee of members of the Strata Corporation or to the Manager such of its powers and duties as it deems fit, and at any time revoke such delegation;
- (d) keep minutes of its proceedings;
- (e) cause minutes to be kept of General Meetings;
- (f) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure shall take place;
- (g) prepare proper accounts relating to all monies of the Strata Corporation, and the income and expenditure thereof, for each Annual General Meeting;
- (h) on application of an Owner or Mortgagee, or any person authorized in writing by an Owner or Mortgagee, make the books of account available for inspection at all reasonable times;
- (i) cause to be prepared and distributed to each Owner a financial statement of the receipts of contributions towards the common expense and disbursements made by the Strata Corporation within ninety (90) days of the end of the fiscal year of the Strata Corporation;
- (j) assess each Strata Lot Owner's contribution to the operating fund or other funds or expenses of the Strata Corporation;

- (k) keep, in one location, or in the possession of one person and shall make available⁹ upon request to an Owner or a person authorized by the Owner:
- (i) a copy of the Act;
 - (ii) a copy these Bylaws and any amendments thereto;
 - (iii) a copy of any Special or Unanimous Resolutions passed by the Strata Corporation;
 - (iv) copies of all the legal agreements to which the Strata Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licenses, easements or rights-of-way;
 - (v) a register of the members of the Strata Council;
 - (vi) a register of the Strata Lot Owners, setting out the Strata Lot number, the name of the Owner, the unit entitlement, the name and address of any Mortgagee who has notified the Strata Corporation;
 - (vii) minutes of all General Meetings;
 - (viii) minutes of all Annual General Meetings;
 - (ix) minutes of all Strata Council meetings; and
 - (x) the annual budget for each year;
 - (xi) a petty cash fund for minor purchases;
- (l) charge a reasonable fee to parties requesting copies of the material the Strata Council or the Strata Corporation is required to keep under these Bylaws, provided such fee only reflects the cost of copying and providing access to such materials.

Furthermore:

- (m) at the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other.
- (n) if a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.
- (o) Owners may attend Strata Council meetings as observers, provided, no observers may attend those portions of Strata Council meetings that deal with any of the following:
 - (i) Bylaw contravention hearings under section 135 of the Act;
 - (ii) rental restriction Bylaw exemption hearings under section 144 of the Act;
 - (iii) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.

10

- (p) By application in writing, stating the reason for the request, an Owner may request a hearing at a Strata Council meeting. If a hearing is requested under this subsection, the Strata Council must hold a meeting to hear the applicant within one month of the request. If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision within one week of the hearing.
- (q) The Strata Council must inform Owners of the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

6. COMMON SEAL

The Strata Corporation may have a common seal, which shall at no time be used or affixed to any instrument except by authority of the Strata Council previously given and in the presence of the members of the Strata Council or at least two (2) members thereof as may be authorized from time to time by Resolution of the Strata Council, who shall each sign every instrument to which the common seal is affixed, except that where there is only one member of the Strata Corporation their signature shall be sufficient for the purpose of this section, and if the only member is a corporation, the signature of its appointed representative shall be sufficient for the purposes of this section.

7 GENERAL MEETINGS

- (a) Annual General meetings shall be held once in each year, and not more than thirteen (13) months shall elapse between the date of one Annual General Meeting and that of the next.
- (b) All General Meetings, other than Annual General Meetings, shall be called Special General Meetings.
- (c) The Strata Council may, whenever it thinks fit and shall upon requisition in writing by Owners or mortgagees of the twenty-five per cent (25%) of the Strata Lots, convene a special General meeting within fourteen (14) days after the requisition is made.
- (d) Fourteen (14) days' notice of every General Meeting specifying the place, the date and the hour of meeting, and in case of special business the general nature of such business, shall be given to all Owners and Mortgagees who have notified their interest to the Strata Corporation.
- (e) Notice shall be given to the Owner or Mortgagees by sending it to the Owner or Mortgagee by post at the address supplied to the Strata Corporation by the Owner or Mortgagee for the giving of such notices, or should not such address be supplied, then to the last address known to the Strata Corporation for the Owner or Mortgagee. If Owner is residing on the Owner's Strata Lot, notice may also be given by hand delivery of such notice to the Strata Lot. If the Owner wishes, notice may also be given by facsimile to the phone number provided by the Owner to the Strata Corporation from time to time.
- (f) Any notice shall be deemed to have been received: five (5) calendar days following the posting thereof addressed to the last known address held by the Strata Corporation, mailed at a post office in British Columbia; or, alternatively, notice shall be deemed to have been received twenty-four (24) hours after communication by email to the owner to the last email

11

address of the owner known to the Strata Corporation.

- (g) Save as in these Bylaws otherwise provided, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to the business.
- (h) One-third of the persons entitled to vote present in person or by proxy shall constitute a quorum.
- (i) If within one-half hour from the time appointed for a General Meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time; and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for such meeting, the persons entitled to vote present shall be a quorum.
- (j) The President shall be the Chair of all General Meetings or in their absence from the meeting, or in the case they shall vacate the Chair, the Vice-President of the Strata Council shall act as Chair provided always that, if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall appoint a Chair.

8. PROCEEDINGS AT GENERAL MEETINGS

The Order of Business at Annual General Meetings, and as far as is appropriate at all Special General Meetings, shall be:

- (a) if the President or the Vice-President of the Strata Council shall be absent, the election of the Chair of the meeting;
- (b) calling of the roll and certifying of proxies, and issuing a voting card for each Strata Lot represented at the meeting; providing that except in the case of a unanimous resolution, the Owner of such Strata Lot has paid all contributions for that Strata Lot;
- (c) filing of proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) receiving reports of committees;
- (f) ratify any new rules made by the Strata Corporation under section 125 of the Act;
- (g) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
- (h) review of financial accounts and operating budgets and approving the annual budget, if applicable;
- (k) electing a Strata Council, if necessary;
- (l) unfinished business;

12

- (m) new business;
- (n) adjournment.

9. VOTES OF OWNERS

- (a) At any General Meeting, a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner present in person or by proxy.
- (b) Unless a poll is demanded, a declaration by the Chair that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- (c) A demand for a poll may be withdrawn.
- (d) A poll, if demanded, shall be taken in whatever manner the Chair thinks fit, and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (e) In the case of equality in the votes, whether on a show of hands or on a poll, the Chair of the meeting is entitled to a casting vote in addition to their original vote.
- (f) On a show of hands, each Owner shall indicate the Owner's vote by showing the Owner's voting card.
- (g) On a show of hands or on a poll, votes may be given either personally or by proxy.
- (h) An instrument appointing a proxy shall be in writing under the hand of the appointer or the Owner's Attorney, and may be either general or for a particular meeting.
- (i) A proxy holder need not be an Owner.
- (j) Except in cases where, by or under the Act, a unanimous resolution is required, no Owner is entitled to vote at any General Meeting unless all contributions payable in respect of the Owner's Strata Lot have been duly paid.
- (k) Where an Owner is a trustee, he shall exercise the voting rights in respect of the lot to the exclusion of persons beneficially interested in the trust, and those persons beneficially interested shall not vote unless they hold the proxy of the Owner.
- (l) Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy where the Owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an Owner by or under the Act may be exercised by the Mortgagee and where the Mortgagee has given written notice of the Owner's mortgage to the Strata Corporation, no instrument or proxy shall be necessary to give the Mortgagee the said power of vote, and the Mortgagee shall indicate the Mortgagee's presence at the calling of the roll, and the Mortgagee, not the Strata Lot Owner, shall be issued a voting card.

10. VIOLATION OF BYLAWS

- 13
- (a) Any infraction or violation of these Bylaws or any rules and regulations established pursuant to these Bylaws on the part of an Owner, the Owner's employees, agents, occupants or invitees may be corrected, remedied or cured by the Strata Corporation.
 - (b) Any costs or expenses expended or incurred by the Strata Corporation in correcting, remedying or curing such infraction or violation, shall be charged to such Owner and shall be added to and become a part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Strata Corporation and shall become due and payable on the date of payment of such monthly assessment.
 - (c) The Strata Corporation may fine an Owner or occupant a maximum of
 - (i) \$200 for each contravention of a bylaw, and
 - (ii) \$50 for each contravention of a rule.
 - (d) If an activity or lack of activity that constitutes a contravention of a Bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.
 - (e) Any fine shall be payable forthwith upon imposition and if not so paid, shall be added to and become part of the assessment of the Owner for the month next following the date on which the fine was levied.
 - (f) The Strata Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction, any sum of money which the Strata Corporation is required to expend as a result of any act or omission by the Owner, the Owner's employees, agents, occupants or invitees, or an infraction or violation of these Bylaws or any rules or regulations established under them.
 - (g) Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of the Owner's rights and the exercise of the Owner's remedies.
 - (h) The right of the Strata Corporation to collect costs incurred in curing an infraction or violation is without prejudice to its right to collect a fine or penalty for the same incident.

11. COMMON EXPENSES

- (a) The Owner's contribution to the common expenses of the Strata Corporation must be levied in accordance with this Bylaw.
- (b) If the Strata Plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property must be borne by the Owners of the Strata Lots entitled to use the limited common property in proportion to the unit entitlement of their Strata Lots.

- (c) At the first Annual General Meeting, the Strata Corporation shall cause to be¹⁴ prepared a budget for a period beginning on the first day of the month following the first Annual General Meeting.
- (d) All Owners, including the Owner Developer, must pay a monthly assessment based on the annual budget determined in accordance with the Act. The Owners must approve the annual budget by a majority vote. If the Owners fail to approve the annual budget, the previous year's annual budget shall be used for the forthcoming year, until such time a new annual budget is approved.
- (e) At each annual General Meeting after the first Annual General Meeting, the Strata Corporation must prepare an annual budget for the following 12 month period and, after that budget is approved, all Owners must pay strata fees based upon that budget and their monthly assessment.
- (f) Each Owner must pay all assessments on or before the first day of the month to which the assessment relates unless the assessment specifically states otherwise.

12. OWNER DEVELOPER

- (a) During the time that the Owner Developer is the Owner of any Strata Lots or other interest in the Development, the Owner Developer shall have the right to maintain any Strata Lot or Strata Lots, whether owned or leased by the Owner Developer, as a display unit, and to carry on all sales functions the Owner Developer considers necessary in order to enable the Owner Developer to sell the Strata Lots or any other interest in the development, including the erection of the exterior signage on a Strata Lot or the common property.
- (h) The Owner Developer shall be permitted to undertake sales and promotion activities in the unsold Strata Lots and on the common Property. The Owner Developer shall have the right of access to the common facilities for viewing and to access the visitors' parking spaces.
- (c) Notwithstanding anything in the Bylaws, the Strata Corporation hereby grants to the Owner Developer the continuous and uninterrupted right of access to and over the Common Property for the purposes of construction, completion and sale of Strata Lots and projects related to the Strata Corporation while the development of the Strata Corporation and projects related to the Strata Corporation is incomplete and until the all of the Strata Lots and projects related to the Strata Corporation have been totally completed. Such right of continuous and uninterrupted access shall be enjoyed by the Owner Developer and its employees, servants, contractors, subcontractors, agents and delegates and shall not be restricted in time, time of day, equipment used or in any manner whatsoever; provided that any damage to the completed phases shall be promptly repaired by the Owner Developer.
- (d) Notwithstanding anything in the By-laws, until the Owner Developer has sold all of its Strata Lots in the Strata Corporation, the Owner Developer shall be at liberty to operate one or more show homes within the Strata Development and the public shall have access thereto at such times and in such matter as the Owner Developer considers prudent in its sole discretion. In addition, the Owner Developer may erect and maintain signs and other sales materials anywhere on or within the Strata Development as the Owner Developer considers prudent in its sole discretion. Neither the Owners, the Occupants nor the Strata

Corporation shall interfere in either the sales program of the Owner Developer or with the placement and maintenance of sales signage. ¹⁵

- (e) Notwithstanding anything in the By-laws, the Owner Developer's right to access to the Strata Development for the purposes of repair, adjustment or replacement of items under warranty shall continue after completion of the Strata Development and projects related to the Strata Development or any part thereof and until lapse of all warranty periods and completion of all work under warranty respecting the Strata Development and projects related to the Strata Development.

13. PETS

- (a) An Owner or occupant may keep domestic pets upon his or her Strata Lot. If the domestic animal an Owner wishes to bring to the Strata Development is a cat or dog, such an Owner may ONLY do so provided that the DNA of the cat or dog is first registered with www.poopprints.com at the expense of the Owner. The Owner shall ensure that their pets do not damage common property or interfere with the use and enjoyment of other Owners.
- (b) An Owner or his designate, shall ensure that any fecal matter deposited by his pet(s) is picked up and deposited in the garbage container or other appropriate facility. An Owner is responsible for ensuring that any guests who bring pets to his Strata Lot abide by these Bylaws with regard to their pets.
- (c) An Owner, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (d) The Strata Corporation may levy a fine against any Owner who brings a dog or cat onto the Strata Development without registering with poopprints as required and may levy a fine for any Owner failing to clean up and properly dispose of fecal matter of a pet in the amount of:
 - (i) \$200.00 for a first offence; and,
 - (ii) \$500.00 for any offence thereafter.

14. VEHICLES

- (a) Owners shall not be permitted to change the oil in their vehicle in their respective garages or on driveways, whether on their Strata Lot or on common property, parking stalls or the project roadways.
- (b) Owners shall not be permitted to store their vehicle "on blocks" or otherwise on their respective driveways, whether such driveways are on their Strata Lot or on the common property, nor may they do so on the visitor parking stalls or project roadway.

15. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

- (a) An Owner must obtain the written approval of the strata Corporation before making an alteration to common property, including limited common property, or common assets;

16

- (b) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration;
- (c) Furthermore, an Owner shall not undertake any alteration in any common property or limited common property without performing the following as required by Strata Council:
 - (i) Obtaining all necessary development and building permits from the appropriate government regulatory authorities;
 - (ii) Obtaining the consent of the Owners by way of a special resolution;
 - (iii) Ensure that all contractors engaged provide certificates of substantial Contractors Liability (at least \$2,000,00.00)
- (d) An Owner wishing to perform any alterations to common property or limited common property shall agree to enter into a written undertaking with the Strata Corporation, subject to ratification of the Owners by special resolution, which shall include the following terms:
 - (i) All alterations done will be in accordance with the design approved by the Strata Council or its duly authorized representatives;
 - (ii) All work done and materials provide for the alteration will be at the sole expense of the Strata Lot Owner requesting approval of the alteration;
 - (iii) The Owner and each subsequent Owner of the Strata Lot receiving the benefit of the alterations shall be responsible for all present and future maintenance, repair and replacement; increase in insurance, and any damage suffered or cost incurred by the Strata Corporation in excess of any proceeds received and paid to the Strata Corporation from an insurance policy as a result, directly or indirectly, of the alteration;
 - (iv) An indemnification and save harmless clause satisfactory to Strata Council.
- (e) An Owner who alters common property or limited common property, and any Owner subsequent on title who receives the benefit of such alteration, shall indemnify and save harmless the Strata Corporation, its councilmember, employees and agents from any and all claims whatsoever arising out of or in any manner attributable to the alteration. Any costs and expenses incurred shall be charged to that Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date upon which the costs or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the date of payment of the monthly assessment.

16. VOLUNTARY DISPUTE RESOLUTION

- (a) A dispute among Owners or occupants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (i) all the parties to the dispute consent, and,
 - (ii) the dispute involves the Act, the regulations, the bylaws or the rules.
- (b) A dispute resolution committee consists of
 - (i) one Owner nominated by each of the disputing parties and one Owner chosen to chair the committee by the persons nominated by the disputing parties, or
 - (ii) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (c) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

17. MISCELLANEOUS

- (a) No Strata Lot shall be used for any purpose which may be illegal or injurious to the reputation of the Strata Corporation.
- (b) No Strata Lot shall be used for commercial or professional purposes; without the approval of the Strata Council; which approval may be unreasonably withheld.
- (c) No Owner shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal by-law.
- (d) No Owner or occupant shall permit laundry or washing to be hung in such a way that is visible from the outside of a Strata Lot.
- (e) No Owner or occupant shall place or store or permit to be placed or stored, any household refuse, waste or garbage outside. Each Owner or occupant is responsible for disposing of household refuse, waste or garbage strictly in compliance with the garbage disposal regulations of the Regional District of East Kootenay. A breach of this bylaw may be remedied by the Strata Corporation at the cost of the Owner breaching.
- (f) No Owner or occupant shall allow the area around his Strata Lot to become untidy or unsanitary. The Strata Council shall be at liberty to order the removal of any rubbish or clean up the common area in close proximity to an Owner's Strata Lot or limited common property yard area to its satisfaction and charge any expense so incurred to the Owner.
- (g) Without the consent of the Strata Corporation, no part of common property shall be used for the erection, placing or maintenance of incinerators, garbage disposal equipment, recreation or athletic equipment, fencing or gardens.
- (h) Where a claim has been made against the insurance policy of the Strata Corporation which is attributable to damage caused by a Strata Lot Owner (or his/her occupants, guests or invitees) and originating within the Owner's Strata Lot, the Owner of that Strata Lot shall be charged a sum equivalent to the deductible charged by the insurer of the corporation as a result of the claim, such charge to be added to that Strata Lot Owner's next regular monthly assessment.

18

- (i) The Strata Corporation may take whatever further actions are necessary to protect the Strata Corporation and ensure collection of arrears, including the use of collection agencies, court actions and/or other remedies provided by the Act. The costs of any of these procedures shall be added to the delinquent Owner's account.
- (j) No Owner shall do any act or thing or neglect or fail to do any act of things which would or could increase the risk of fire or the rate of fire insurance premium.
- (k) In the event of any inconsistency between these Bylaws and the Act, the terms of the Act shall govern.

19. DEFINITIONS

In these Bylaws, the following terms have the meanings set forth below:

- (i) **"Act"** means the Strata Property Act of British Columbia, and any legislation that replaces or supersedes that Act;
- (ii) **"Annual General Meeting"** means the annual meeting of all of the Owners held pursuant to Bylaw 7;
- (iii) **"Attorney"** means an attorney appointed under a Power of Attorney;
- (iv) **"Development"** means the larger development of which the Strata Plan forms a part known as "Sweetwater Resort" which is intended to be developed in future by the Owner Developer or related entities, which may contain a recreational vehicle park, hotel, residential, commercial or other elements;
- (v) **"Special General Meeting"** means a General Meeting other than the Annual General Meeting;
- (vi) **"General Meeting"** means any general meeting other than the Annual General Meeting;
- (vii) **"Manager"** means the property manager that may be retained by the Strata Council on behalf of the Strata Corporation from time to time;
- (viii) **"Mortgagee"** means any mortgagee of a Strata Lot;
- (ix) **"Owner Developer"** means Marcer Ranching Ltd. or any entity succeeding Marcer Ranching Ltd. or buying substantially all the interest of Marcer Ranching Ltd. in the Development;
- (xi) **"Owner"** means the person registered in the appropriate Land Title Office as Owner in fee simple of a Strata Lot, whether entitled to it in the Owner's own right or in a representative capacity or otherwise, or,
 - (A) where there is a registered agreement for sale and purchase of the Strata Lot the registered holder of the last registered agreement for sale and purchase; and

19

- (B) where there is a registered life estate, the tenant for life;
- (xii) **"Strata Council"** means the elected council of the Strata Corporation;
- (xiii) **"Strata Corporation"** means the Strata Corporation created by the filing of the Strata Plan;
- (xiv) **"Strata Lot"** means a Strata Lot as shown on Strata Plan;
- (xv) **"Strata Plan"** means the strata plan registered in the appropriate Land Title Office as Strata Plan EPS832

SCHEDULE "H"

THE OWNERS, STRATA PLAN EPS832 Kooacanusa Village - Lake View Terrace

Operations Budget For the Year Ended February 28, 2020

	28-Feb-18 Actual	28-Feb-19 Actual	2018-19 Budget	2019-20 Budget
Revenue				
Maintenance fees	4,800.00	6,400.00	6,400	6,400
Revenue from 977230 BC Ltd.	2,016.00			
Other revenue		246.35		
House Lease	2,000.00	12,000.00	12,000.00	12,000
Total Revenue	8,816.00	18,646.35	18,400	18,400
Operating Expenses				
Annual Meeting	384.75			-
Insurance	847.06	2,033.00	2,100	2,500
Bank Charges	224.25	179.75	300	200
Management	4,032.00	4,032.00	4,032	4,032
Office Expense	253.92	43.35	250	100
House Maintenance	1,156.14	1,531.37	3,000	2,850
Total Operating Costs	6,898.12	7,819.47	9,682	9,682
Contingency contribution	526.00	8,718.00	8,718	8,718
Total Expense	7,424.12	16,537.47	18,400	18,400
Surplus (Deficit)	1,391.88	2,108.88	-	-

Contingency Reserve Fund Estimate For the Year Ended February 28, 2020

	2017-18 Actual	2018-19 Actual	2019-20 Estimation
Opening Balance	-	509.01	6,728
Contributions	-	-	-
Annual Contribution	-	8,718.00	8,718
Interest	-	1.30	
Transfer from Surplus			
Total Contributions	-	8,719.30	8,718
Expenditures			
Bank Charges	-	(17.00)	
House Insurance Claim		(2,500.00)	
Architectural Guidelines Review			
Total Expenditures	-	(2,500.00)	-
Closing Balance	-	6,728.31	15,446

The Owners, Strata Plan EPS832

2019 Strata Fee Schedule

Lot	Unit Entitlement	General Operating	Contingency Reserve	2019-20 Annual Fee	2018-19 Annual Fee	2017-18 Maint Fee	2016-17 Maint Fee	2015-16 Maint Fee	2019 % increase
1	1	100.00	-	100.00	100.00	75.00	-	-	0.0
2	1	100.00	-	100.00	100.00	75.00	-	-	0.0
3	1	100.00	-	100.00	100.00	75.00	-	-	0.0
4	1	100.00	-	100.00	100.00	75.00	-	-	0.0
5	1	100.00	-	100.00	100.00	75.00	-	-	0.0
6	1	100.00	-	100.00	100.00	75.00	-	-	0.0
7	1	100.00	-	100.00	100.00	75.00	-	-	0.0
8	1	100.00	-	100.00	100.00	75.00	-	-	0.0
9	1	100.00	-	100.00	100.00	75.00	-	-	0.0
10	1	100.00	-	100.00	100.00	75.00	-	-	0.0
11	1	100.00	-	100.00	100.00	75.00	-	-	0.0
12	1	100.00	-	100.00	100.00	75.00	-	-	0.0
13	1	100.00	-	100.00	100.00	75.00	-	-	0.0
14	1	100.00	-	100.00	100.00	75.00	-	-	0.0
15	1	100.00	-	100.00	100.00	75.00	-	-	0.0
16	1	100.00	-	100.00	100.00	75.00	-	-	0.0
17	1	100.00	-	100.00	100.00	75.00	-	-	0.0
18	1	100.00	-	100.00	100.00	75.00	-	-	0.0
19	1	100.00	-	100.00	100.00	75.00	-	-	0.0
20	1	100.00	-	100.00	100.00	75.00	-	-	0.0
21	1	100.00	-	100.00	100.00	75.00	-	-	0.0
22	1	100.00	-	100.00	100.00	75.00	-	-	0.0
23	1	100.00	-	100.00	100.00	75.00	-	-	0.0
24	1	100.00	-	100.00	100.00	75.00	-	-	0.0
25	1	100.00	-	100.00	100.00	75.00	-	-	0.0
26	1	100.00	-	100.00	100.00	75.00	-	-	0.0
27	1	100.00	-	100.00	100.00	75.00	-	-	0.0
28	1	100.00	-	100.00	100.00	75.00	-	-	0.0
29	1	100.00	-	100.00	100.00	75.00	-	-	0.0
30	1	100.00	-	100.00	100.00	75.00	-	-	0.0
31	1	100.00	-	100.00	100.00	75.00	-	-	0.0
32	1	100.00	-	100.00	100.00	75.00	-	-	0.0
33	1	100.00	-	100.00	100.00	75.00	-	-	0.0
34	1	100.00	-	100.00	100.00	75.00	-	-	0.0
35	1	100.00	-	100.00	100.00	75.00	-	-	0.0
36	1	100.00	-	100.00	100.00	75.00	-	-	0.0
37	1	100.00	-	100.00	100.00	75.00	-	-	0.0
38	1	100.00	-	100.00	100.00	75.00	-	-	0.0
39	1	100.00	-	100.00	100.00	75.00	-	-	0.0
40	1	100.00	-	100.00	100.00	75.00	-	-	0.0
41	1	100.00	-	100.00	100.00	75.00	-	-	0.0
42	1	100.00	-	100.00	100.00	75.00	-	-	0.0
43	1	100.00	-	100.00	100.00	75.00	-	-	0.0
44	1	100.00	-	100.00	100.00	75.00	-	-	0.0
45	1	100.00	-	100.00	100.00	75.00	-	-	0.0
46	1	100.00	-	100.00	100.00	75.00	-	-	0.0
47	1	100.00	-	100.00	100.00	75.00	-	-	0.0
48	1	100.00	-	100.00	100.00	75.00	-	-	0.0
49	1	100.00	-	100.00	100.00	75.00	-	-	0.0
50	1	100.00	-	100.00	100.00	75.00	-	-	0.0
51	1	100.00	-	100.00	100.00	75.00	-	-	0.0
52	1	100.00	-	100.00	100.00	75.00	-	-	0.0
53	1	100.00	-	100.00	100.00	75.00	-	-	0.0
54	1	100.00	-	100.00	100.00	75.00	-	-	0.0
55	1	100.00	-	100.00	100.00	75.00	-	-	0.0
56	1	100.00	-	100.00	100.00	75.00	-	-	0.0
57	1	100.00	-	100.00	100.00	75.00	-	-	0.0
58	1	100.00	-	100.00	100.00	75.00	-	-	0.0
59	1	100.00	-	100.00	100.00	75.00	-	-	0.0
60	1	100.00	-	100.00	100.00	75.00	-	-	0.0
61	1	100.00	-	100.00	100.00	75.00	-	-	0.0
62	1	100.00	-	100.00	100.00	75.00	-	-	0.0
63	1	100.00	-	100.00	100.00	75.00	-	-	0.0
64	1	100.00	-	100.00	100.00	75.00	-	-	0.0

SCHEDULE "I"

STRATA PROPERTY MANAGEMENT AGREEMENT

This agreement is made as of the 1st day of March 2018

BETWEEN:

THE OWNERS, STRATA PLAN EPS 832

A Strata Corporation under the Strata Property Act of British Columbia (.S.B.C.) 1998, Chapter 43 and Amendments thereto) and hereinafter referred to as the "Act", and having its address at Bill's BLVD, Koocanusa West, BC V0B 1T5

(hereinafter called the "Corporation")

OF THE FIRST PART

AND

SNOW VALLEY STRATA MANAGEMENT

Incorporated under the laws of the Province of British Columbia ", and having its address for service at 51 Ridgmont Drive, Fernie, BC V0B 1M2 (hereinafter called the "Manager")

OF THE SECOND PART

WHEREAS:

- A. The Corporation is the Strata Corporation for the development situated at the Fernie British Columbia, commonly known as Sweetwater.
- B. Subject to the Act and the Bylaws of the Corporation, the Corporation is responsible for the control, management and administration of the common property, common facilities, and assets of the Corporation (hereinafter referred to as the "common property", including the enforcement of the Bylaws and Rules.)
- C. The Corporation desires to retain the services of a professional manager for the purpose aforesaid and the Manager has agreed to do so all in accordance with the terms and conditions of this Agreement.

1. APPOINTMENT

The Corporation hereby appoints the Manager as its sole and exclusive representative of control, manage and administer its common property subject to the terms and conditions of this Agreement. The Manager accepts such appointment.

2. TERMINATION

The term of this Agreement shall commence on the 1st day of March 2018 to the 28th of February, 2019 subject to earlier termination upon any of the following circumstances:

- i. Cancellation of this Agreement in accordance with and pursuant to the Strata Property Act.
- ii. The insolvency or bankruptcy of the Manager.
- iii. The dissolution of the Strata Corporation.
- iv. Upon termination of this agreement:
 1. All the obligations of the Manager hereunder shall cease and the Corporation shall assume the obligations of any and all contracts that the Manager has made in arranging the services to be provided pursuant to this Agreement.
 2. The Manager shall, within FOUR (4) weeks of termination render a final accounting to the Corporation.

3. The Manager shall within FOUR (4) weeks of termination surrender and deliver up to the Corporation all contracts, records, files and other information in its possession relating to the Corporation.

3. REMUNERATION OF MANAGER

- i. The Corporation shall pay to the Manager during the term hereof for the services (excluding the cost of professional advice that may be required from time to time) rendered by the Manager in accordance with this Agreement the sum THREE HUNDRED AND TWENTY DOLLARS (\$320.00) per month plus GST to be paid on the FIRST day of each month of the contract term.
1. If call out is required by management after normal business hours (9AM to 5PM Monday to Friday) a minimum charge of \$125.00 per call will be invoiced to the corporation. Other increases in the cost of service will be agreed with the mutual consent of both parties. Neither party shall unreasonably withhold approval of the new fee structure.
2. Insurance claims that require supervision and follow up will be billed separately at an hourly rate of \$40.00 per hour until the claim is complete.
3. Small jobs (under \$100.00) that need to be done in a timely manner and a local contractor is not available can be completed by management and charged at \$50.00 per hour.
4. The fee relating to Forms "B" and "F" shall be paid to the Strata Manager.

4. DUTIES, RESPONSIBILITIES AND AUTHORITY OF MANAGER

The Manager in the performance of its duties hereunder shall:

- i. Use its best efforts to manage the common property in a faithful, diligent and efficient manner.
- ii. Maintain the following:
 1. A comprehensive system of office records.
 2. Full and proper books of account with true and correct entries of all receipts and disbursements relating to the management of the common property.
 3. Upon reasonable notice in writing the Manager agrees to open the above noted books and records to the Strata Owners for inspection during normal business hours.
 4. Minutes of council meetings.
 5. Minutes of the AGM, including preparation of minutes for review of council.
 6. Maintain a separate bank account in the name of "The Owners, EPS832 Strata Corp." that require two (2) council members signatures for access to funds in the Contingency Account.
 7. Maintain a separate bank account in the name of "The Owners, EPS832 Strata Corp." that require one (1) council member signature for access to funds in the Operating Account to pay accounts approved by the strata management.
 8. All other records as required by Section 35 "Strata Corporation Records" of the Act.
 9. Transfer monthly contingency allocation from operating to contingency.
- iii. Prepare and render to the Council:
 1. Monthly management report showing receipts and expenditures relating to the Corporation for the month and year to date.
 2. In accordance with the provisions of the Strata Property Act and at least 2 months before each AGM submit for the approval of Council a draft budget of common and administrative expenses for the next financial year of the Corporation including the estimated amount of each Owner's assessment.
 3. Monthly bank account reconciliation.
 4. Monthly list of aged accounts receivables.

5. Collect and receive all monies by the Owners to the Corporation and deposit the said monies in an account to be maintained by the Corporation. The Manager shall have no responsibility for collection of delinquent assessments other than notices unless directed by the council.
- iv. Subject to the written consent of the Council and at the expense of the Corporation.
 1. Commence in its own name or in the name of the Corporation any action or other legal proceeding in any Court for the collections or any debt, or sum of money, right, title, interest, property or possession thereof, matter of thing whatsoever due or payable or to become due or payable or in any matter belonging to the Corporation.
 2. Defend in its own name or in the name of the Corporation any action or other legal proceeding brought against the Manager or the Corporation or both with respect to the property or due to any acts or omissions of the Manager or any employees of the Corporation.
 3. Comprise, discontinue or submit to judgment as the case may be in respect to any action or legal proceeding referred to in the subparagraphs immediately above.
 4. Immediately notify the Corporation of any legal proceeding or potential claim made or to be made against the Corporation and/or the Manager with respect to the common property.
 - v. Obtain the prior approval of the Corporation for all expenditures in excess of FIVE HUNDRED DOLLARS (\$500.00) for any one item not allowed for in the budget except emergency repairs in excess of FIVE HUNDRED DOLLARS (\$500.00) if in the opinion of the Manager such repairs are necessary to protect the common property or any part thereof from damage or to maintain common services to occupants of any one or more of the Strata lots.
 - vi. Obtain approval of the Corporation if Cumulative unbudgeted expenditures, as described in the previous clause, for the fiscal year are to exceed TWO THOUSAND DOLLARS (\$2,000.00).
 - vii. Negotiate and enter into contracts for services relating to the common property on behalf of the Corporation either in the name of the Corporation or in the name of the Manager for the account of the Corporation, for all services, commodities and supplies necessary or required in the performance of its duties hereunder.
 - viii. Assist and advise the Corporation as directed in writing by the Corporation to place and to maintain fire, liability and any other insurance required by the Act or by the Corporation. All insurance policies shall, wherever possible, show as the insured the Corporation, the Manager, and the Owners of each Strata lot.
 - ix. Advise in the collection of assessments levied by the Corporation on each Strata Lot.
 - x. Assist in the collection of assessments levied by the Corporation on each Strata Lot.
 - xi. Upon TEN (10) days written notice, arrange for a representative of the Manager to attend any meeting of the Council or any general meeting of the Corporation for the purpose amendments or alteration to the Bylaws or any rules and regulations made thereunder.
 - xii. Assist and advise the Council and the Corporation or either of them as the case may be with respect to any proposed amendments or alterations to the Bylaws or any rules made there under.
 - xiii. Properly maintain the common property including making or causing to be made inspection repairs and alterations thereon whether of an emergency nature or not.
 - xiv. Collect personal information of owners as required by the Act with owners consent. Limit the use of personal information as set out in the Personal Information Protection Act (PIPA).
 - xv. Ensure that no claim of lien is filed in respect of any work which may be carried out on behalf of the Corporation on the property and if a claim of lien is filed in respect of such work forthwith take all necessary steps to have the same removed and discharged.

- xvi. Bond the Manager's employees who handle or who are responsible for the Corporation's monies by a fidelity bond in an amount to be agreed upon with the Council, but in any event not more than the amount of the reserve or contingency fund balance of the Corporation.
- xvii. Credit to the Corporation any discounts, commissions, or rebates obtainable as a result of purchases made on behalf of the Corporation.
- xviii. Generally do and perform all other things as may be necessary or required to carry out its duties hereunder including any request and direction of the Council made from time to time with respect to the enforcement of the Bylaws and the proper and efficient control, management and administration of the common property.
- xix. Forthwith report to the council any persistent, flagrant or serious violation of the Bylaws or of any rule for the time being in force.
- xx. Assist, advise and cooperate with the corporation in preparing and providing any documents or reporting required by the governmental authorities having jurisdiction in that regard.
- xxi. Handle all telephone calls, faxes, emails and other correspondence relating to the operation of the Corporation.
- xxii. Deal with complaints and concerns of the owners.
- xxiii. Arrange and manage the Annual General Meeting including; all mailings required to inform owners, registration of owners at the meeting, booking of hall (if required), preparation and distribution of the minutes and notification of the owners of new strata fee obligations.
- xxiv. Provide Information Certificates (Form B – Section 59 of the Act) and Certificate of Payment (Form F – Section 115 of the Act) for the sale of a strata unit. The Manager will not charge the Corporation of the service.

5. MANAGER MAY RELY ON INSTRUCTIONS IN WRITING

The Manager shall at all times be entitled to rely on and act upon instructions and directions received from the council and their receipt by the Manager of instructions or directions in writing, including those transmitted by fax or email signed on behalf of the Council by two (2) or more of its members shall constitute full and sufficient authority for the Manager to act in accordance therewith.

- i. In the case of email, instructions or directions may be given by the council president alone that constitutes full and sufficient authority for the Manager to act in accordance therewith providing that all other councilors have agreed by email. These instructions take effect SEVEN (7) days after the email is sent.

6.. COVENANTS OF THE CORPORATION

The Corporation agrees with the Manager:

- a. To indemnify and hold harmless the Manager its agents and employees from and against any and all actions, claims, costs, liability, loss or damage which the Manager may sustain, incur or be put to by reason of or arising out of this Agreement or the management of the common property. Nothing herein contained shall place any obligation on the Corporation to indemnify the Manager for or on account of any loss or damages suffered as a result of gross negligence, default or willful misconduct on the part of the Manager, its servants or agents or employees.
- b. To carry at its own expense public liability and property damage insurance adequate to protect the interests of the parties here to which policy or policies shall be so written as to protect the Manager in the same manner and to the same extent as the coverage afforded to the Corporation.
- c. To indemnify and hold harmless the Manager, its agents and employees from and against all actions, claims, costs, liability, loss or damage, which the Manager may sustain or incur.

- d. To pay all Worker Compensation assessments benefits and salaries of any employees of the Corporation.
- e. To provide the Manager with all documents and records necessary to perform its duties hereunder.
- f. To pay the cost of printing and distribution that may be required by the Manager to properly manage and perform its duties hereunder.
- g. To provide the Manager with a registered copy of the Bylaws of the Corporation and any amendments or additions thereto.
- h. That the Manager shall not be responsible for any errors, omissions or inaccuracies in the records and books of the Corporation existing prior to the commencement date of this Agreement, nor shall the Manager be required to inquire into the adequacy or completeness of same but shall be entitled to rely on all information and statements obtained on assumption of the management of the Corporation as being complete and accurate statements of the affairs of the Corporation.
- i. To notify the Manager, within THIRTY (30) days of receipt of each monthly statement, of any alleged mistake or error on the part of the Manager and if at the end of the THIRTY (30) day period no such notification is received by the Manager, the said statements shall be deemed to be correct and accurate in every particular and shall be conclusive and binding upon the Corporation and the Manager shall be free from any liability with respect thereto.

7. DISPUTE RESOLUTION

- i. In the event of any complaint, defect, failure or omission on the part of the Manager or the Corporation, either party may give the other sixty (60) days' notice to cure such complaint, defect, failure or omission, and should the same not be cured or dealt with to the reasonable satisfaction of the original party within such time, then upon written notice given by the original party to the other party, this Agreement shall terminate on the last day of the month during which notice was given.
- ii. If any dispute or question shall arise with respect to the construction or effect of this Agreement or any cause or thing herein contained, or the rights, duties and liabilities or the parties hereunder, then in default of agreement the matter shall be settled by a single arbitrator who shall be appointed by the President, for the time being of the Institute of Chartered Accountants for British Columbia, and the decision of such arbitrator shall be final and binding upon the parties. The costs of such arbitration, excluding legal costs of either party of which will bear their own costs, shall be borne equally by the parties hereto.

8. ASSIGNMENT

This contract cannot be assigned to any other party under any circumstances without the express written consent of the Corporation.

9. NOTICE TO MORTGAGEES

Where the Strata Corporation has notice of a unit mortgage, the manager shall send to the Mortgagee a copy of any notice of default that it sends to the Owner.

10. INTERPRETATION

The terms of this Agreement shall have ascribed to them the definition or meanings contained in the Act and the Bylaws of the Corporation.

11. BINDING EFFECT

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

12. HEADING

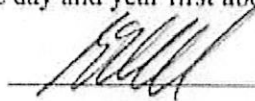
The headings of the clauses or sub-clauses in this Agreement have been inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement.

13. NOTICE

Any written notice required to be delivered by the Corporation to the Manager hereunder shall be delivered to the following address:

Snow Valley Strata Management
51 Ridgmont Drive, Fernie, BC V0B 1M2

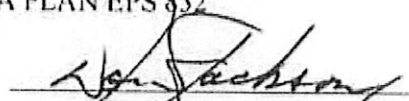
IN WITNESS WHEREOF the parties hereto have in the presence of their authorized signatories the day and year first above written. THE OWNERS, STRATA PLAN EPS 832



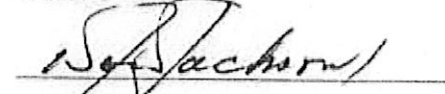
Authorized Signatory - Snow Valley Strata Management



Authorized Signatory- Strata EPS 832



Witness



Witness

SCHEDULE "J"

Strata Property Act

FORM J

[am. B.C. Reg. 312/2009, s.8.]

RENTAL DISCLOSURE STATEMENT (Sections 139)

Re: Strata Plan EPS832

This Rental Disclosure Statement is *[Check whichever box is correct and provide any required documents.]*

☒ the first Rental Disclosure Statement filed in relation to the above-noted strata plan

☐ a changed Rental Disclosure Statement filed under section 139 (4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in the relation to the above-noted strata plan was filed on
 [dd/mm/yyyy]

1. The development described above includes 64 residential strata lots.
2. The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.
[Describe all strata lots rented out by owner developer as of the date of this statement.]

Description of Strata Lot <i>[strata lot number as shown on the strata plan]</i>	Date Rental Period Expires <i>[specify a date – "indefinitely or timing related to an event is not acceptable"]*</i>
1	01/Feb/2113
2	01/Feb/2113
3	01/Feb/2113
4	01/Feb/2113
5	01/Feb/2113
6	01/Feb/2113
7	01/Feb/2113
8	01/Feb/2113
9	01/Feb/2113
10	01/Feb/2113
11	01/Feb/2113
12	01/Feb/2113
13	01/Feb/2113
14	01/Feb/2113
15	01/Feb/2113
16	01/Feb/2113
17	01/Feb/2113
18	01/Feb/2113
19	01/Feb/2113
20	01/Feb/2113

21	01/Feb/2113
22	01/Feb/2113
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27	01/Feb/2113
28	01/Feb/2113
29	01/Feb/2113
30	01/Feb/2113
31	01/Feb/2113
32	01/Feb/2113
33	01/Feb/2113
34	01/Feb/2113
35	01/Feb/2113
36	01/Feb/2113
37	01/Feb/2113
38	01/Feb/2113
39	01/Feb/2113
40	01/Feb/2113
41	01/Feb/2113
42	01/Feb/2113
43	01/Feb/2113
44	01/Feb/2113
45	01/Feb/2113
46	01/Feb/2113
47	01/Feb/2113
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49	01/Feb/2113
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53	01/Feb/2113
54	01/Feb/2113
55	01/Feb/2113
56	01/Feb/2113
57	01/Feb/2113
58	01/Feb/2113
59	01/Feb/2113
60	01/Feb/2113
61	01/Feb/2113
62	01/Feb/2113
63	01/Feb/2113
64	01/Feb/2113

* Section 143 (2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

[number] residential strata lots, as described below, until the date set out opposite each strata lot's description.

[Describe all strata lots intended to be rented out by the owner developer.]

Description of Strata Lot <i>[strata lot number as shown on the strata plan]</i>	Date Rental Period Expires <i>[specify a date – "indefinitely or timing related to an event is not acceptable"]*</i>
N/A	N/A

* Section 143 (2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

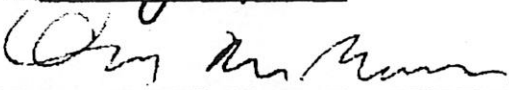
4. There is no bylaw of the strata corporation that restricts the rental of strata lots.

OR

~~There is a bylaw of the strata corporation that restricts the rental of strata lots, the text of which is attached to and forms part of this instrument.~~

[Strike out sentence which does not apply.]

Date: Jan 24/13



Signature of Owner Developer

SCHEDULE "K"

Koocanusa Village Resort – Lakeview Terrace
MINUTES of SPECIAL GENERAL MEETING

July 30, 2019

Location – 1200-59th Ave. SE, Suite 199, Calgary, Alberta

Reto Barrington, president called the meeting to order at 7:05 PM

Number of owners' present in person 41 and 23 by proxy for total of 64 (22 for quorum).

NOTICE

Motion that Notice of the Special General Meeting had been properly given and the meeting was validly constituted. Motion by Lot 12 and seconded by Lot 15.

A VOTE was taken and passed unanimously.

AGENDA

Motion to approve the agenda as presented. Motion by Lot 15 and seconded by Lot 12.

A VOTE was taken and passed unanimously.

SPECIAL RESOLUTIONS

The following Special Resolutions require a 3/4 vote of those present and by proxies to be approved.

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT EPS832 Strata Corporation raise a special levy of \$700,000.00 to be applied to the Project and to repayment of the Loan and interest thereon; each strata lot's share of the Special Levy is calculated in accordance with section 99 of the Act, as set out in Schedule "A" (attached) to this resolution by lot 15. Seconded by lot 12.

Discussion: Reto Barrington gave a brief description of why the resolutions are required to allow building on owner lots and that BC Hydro will not do any work until the remediation is completed which is coming up in the last two resolutions

A VOTE was taken and 61 In Favor, 1 Against, 2 Abstain.

Motion passed.

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT EPS832 Strata Corporation be authorized to borrow the Loan from the Lender in the maximum amount of \$467,000.00, with the Loan to be: a term loan, not exceeding a term of 24 months with blended payments of principal and interest, amortized over a period not exceeding 180 months by lot 12. Seconded by lot 15.

Discussion: A question was asked if there is any risk to owners who elect to pay there portion up front. Reto explained that if someone does not pay the strata can put a lien on the lot and proceed to a forced sale. He stated that the lender he talked too has never seen this happen.

A VOTE was taken and 61 In Favor, 1 Against, 2 Abstain.

Motion passed.

The following Special Resolutions require a unanimous vote of those present and by proxies to be approved.

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT EPS832 Strata Corporation raise a special levy of \$1,500,000.00 to be applied to the Project and to repayment of the Loan and interest thereon; each strata lot's share of the Special Levy is calculated in accordance with section 108(2)(b) of the Act, as set out in Schedule "B" (attached) to this resolution by lot 20. Seconded by lot 29.

Discussion: Reto Barrington explained that this resolution only applies to lots 1 to 35 and that is why a unanimous resolution is required, The total special levy will likely be less but this can not be determined until the project is complete and it is best to allow of any unforeseen situations. The anticipated cost now is just over \$38,000 per lot for lots 1 to 35.

A VOTE was taken and 64 In Favor, 0 Against 0 Abstain.
Motion passed.

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT EPS832 Strata Corporation be authorized to borrow the Loan from the Lender in the maximum amount of \$1,000,000.00, with the Loan to be: a term loan, not exceeding a term of 24 months with blended payments of principal and interest, amortized over a period not exceeding 180 months by lot 8. Seconded by lot 12.

Discussion: A question was asked about options to pay. Reto stated that a timeline will be established, and owners will be notified. The plan is to start the remediation as soon as possible so that it can be completed this season. A detail of the process will be sent to everyone soon including getting the property ready for work to be done.

A VOTE was taken and 64 In Favor, 0 Against 0 Abstain.
Motion passed.

TERMINATION OF MEETING

Motion to terminate meeting at 7:40 PM by Lot 9 and seconded by Lot 21.

A VOTE was taken and passed unanimously.

SCHEDULE "A"
Special Levy and Optional Instalment Payments
Power and Road

Column 1 Strata Lot #	Column 2 Unit Entitlement	Column 3 Special Levy Contribution	Column 4 Optional Monthly Installment Payments of Special Levy Principal and Interest (24 Months)	Column 5 Final Lump Sum Payment for Owners Making Optional Monthly Payments
1	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
2	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
3	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
4	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
5	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
6	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
7	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
8	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
9	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
10	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
11	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
12	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
13	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
14	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
15	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
16	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
17	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
18	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
19	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
20	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
21	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
22	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
23	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
24	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
25	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
26	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
27	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59
28	1	\$ 10,937.50	\$ 114.21	\$ 10,210.59

29	1	\$	10,937.50	\$	114.21	\$	10,210.59
30	1	\$	10,937.50	\$	114.21	\$	10,210.59
31	1	\$	10,937.50	\$	114.21	\$	10,210.59
32	1	\$	10,937.50	\$	114.21	\$	10,210.59
33	1	\$	10,937.50	\$	114.21	\$	10,210.59
34	1	\$	10,937.50	\$	114.21	\$	10,210.59
35	1	\$	10,937.50	\$	114.21	\$	10,210.59
36	1	\$	10,937.50	\$	114.21	\$	10,210.59
37	1	\$	10,937.50	\$	114.21	\$	10,210.59
38	1	\$	10,937.50	\$	114.21	\$	10,210.59
39	1	\$	10,937.50	\$	114.21	\$	10,210.59
40	1	\$	10,937.50	\$	114.21	\$	10,210.59
41	1	\$	10,937.50	\$	114.21	\$	10,210.59
42	1	\$	10,937.50	\$	114.21	\$	10,210.59
43	1	\$	10,937.50	\$	114.21	\$	10,210.59
44	1	\$	10,937.50	\$	114.21	\$	10,210.59
45	1	\$	10,937.50	\$	114.21	\$	10,210.59
46	1	\$	10,937.50	\$	114.21	\$	10,210.59
47	1	\$	10,937.50	\$	114.21	\$	10,210.59
48	1	\$	10,937.50	\$	114.21	\$	10,210.59
49	1	\$	10,937.50	\$	114.21	\$	10,210.59
50	1	\$	10,937.50	\$	114.21	\$	10,210.59
51	1	\$	10,937.50	\$	114.21	\$	10,210.59
52	1	\$	10,937.50	\$	114.21	\$	10,210.59
53	1	\$	10,937.50	\$	114.21	\$	10,210.59
54	1	\$	10,937.50	\$	114.21	\$	10,210.59
55	1	\$	10,937.50	\$	114.21	\$	10,210.59
56	1	\$	10,937.50	\$	114.21	\$	10,210.59
57	1	\$	10,937.50	\$	114.21	\$	10,210.59
58	1	\$	10,937.50	\$	114.21	\$	10,210.59
59	1	\$	10,937.50	\$	114.21	\$	10,210.59
60	1	\$	10,937.50	\$	114.21	\$	10,210.59
61	1	\$	10,937.50	\$	114.21	\$	10,210.59
62	1	\$	10,937.50	\$	114.21	\$	10,210.59
63	1	\$	10,937.50	\$	114.21	\$	10,210.59
64	1	\$	10,937.50	\$	114.21	\$	10,210.59

64 \$ 700,000.00

SCHEDULE "B"
Special Levy and Optional Instalment Payments
Geotech Remediation

Column 1 Strata Lot #	Column 2 Unit Entitlement	Column 3 Special Levy Contribution	Column 4 Optional Monthly Installment Payments of Special Levy Principal and Interest (24 Months)	Column 5 Final Lump Sum Payment for Owners Making Optional Monthly Payments
1	1	\$ 42,857.14	\$ 447.53	\$ 40,008.53
2	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
3	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
4	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
5	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
6	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
7	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
8	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
9	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
10	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
11	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
12	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
13	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
14	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
15	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
16	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
17	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
18	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
19	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
20	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
21	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
22	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
23	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
24	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
25	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
26	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
27	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
28	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
29	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
30	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
31	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
32	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43
33	1	\$ 42,857.14	\$ 447.53	\$ 40,008.43

34	1	\$	42,857.14	\$	447.53	\$	40,008.43
35	1	\$	42,857.14	\$	447.53	\$	40,008.43
36	1		0		0		0
37	1		0		0		0
38	1		0		0		0
39	1		0		0		0
40	1		0		0		0
41	1		0		0		0
42	1		0		0		0
43	1		0		0		0
44	1		0		0		0
45	1		0		0		0
46	1		0		0		0
47	1		0		0		0
48	1		0		0		0
49	1		0		0		0
50	1		0		0		0
51	1		0		0		0
52	1		0		0		0
53	1		0		0		0
54	1		0		0		0
55	1		0		0		0
56	1		0		0		0
57	1		0		0		0
58	1		0		0		0
59	1		0		0		0
60	1		0		0		0
61	1		0		0		0
62	1		0		0		0
63	1		0		0		0
64	1		0		0		0

64 \$ 1,499,999.90

Lakeview Terrace
Strata Lot # ____

SCHEDULE "L"

1

LAKEVIEW TERRACE - EPS 832

AGREEMENT OF PURCHASE AND SALE

DATE OF OFFER: _____, 20__

THE VENDOR: **KV PROPERTIES INC.** (the "Vendor")

1.1 The Purchaser(s):

Full Name:

Address:

Phone #:

Phone #:

E-Mail:

(collectively, the "Purchaser")

1.2 The Purchaser is a resident of Canada for the purposes of the *Income Tax Act*.

The Purchaser is not registered for purposes of the *Goods and Services Tax Act*.

1.3 Purchaser's Solicitor: Gordon Leffler, 250-423-3904

1.4 Legal Description:

Strata Lot # _____, District Lot 10348, Kootenay District, Strata Plan EPS832 (the "**Strata Lot**")

1.5 The purchase price (the "**Purchase Price**") for the Strata Lot is \$ _____. The Purchase Price is payable in lawful money of Canada and does not include taxes payable on the purchase including Goods and Services Tax, harmonized Sales Tax or Property Transfer Tax. It shall be paid as follows:

(a) \$ _____ deposit delivered at the time of execution by the Purchaser of this Agreement (the "**Deposit**");

(b) \$ _____ balance at Completion in certified funds or bank draft.

1.6 Completion Date: The transaction contemplated herein shall be completed on _____, 20__ (the "**Completion Date**").

1.7 Possession Date: The Purchaser shall be entitled to possession of the Strata Lot on the day after the Completion Date.

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Lakeview Terrace

Strata Lot # ____

- 1.8 Offer: The Purchaser hereby offers to purchase the Strata Lot on the above conditions and upon the further conditions set out herein, including those additional terms and conditions set out in Schedule "A" hereto.
- 1.9 Purchaser hereby confirms receipt of the Disclosure Statement dated October 21st, 2019 such receipt being acknowledged as of the date of the execution of this Agreement

Purchaser's Signature: x _____

Purchaser's Signature: x _____

This Offer to Purchase is accepted by the Vendor on this _____ day of _____, 20____ (the "**Acceptance Date**") and upon acceptance by the Vendor by signing a copy of this offer, there shall be a binding Agreement of Purchase and Sale of the Strata Lot for the Purchase Price, on the terms and conditions herein contained and attached hereto.

KV PROPERTIES INC.

Per: _____
Reto Barrington



Initials

SCHEDULE "A"

ADDITIONAL TERMS AND CONDITIONS

(BARE LAND STRATA LOT)

1. If this offer is accepted by the Vendor, the Purchaser agrees to purchase from the Vendor the Strata Lot at the price and upon the terms set out herein, on an "**as is**" basis, subject to the exceptions listed in section 23(1) of the *Land Title Act* of British Columbia and the legal notations, encumbrances and proposed encumbrances (collectively, the "**Permitted Encumbrances**"). The Permitted Encumbrances shall include:
 - a) A Statutory Building Scheme;
 - b) Easements over common property of strata corporation.
 - c) Rent Charges in favour of utility providers and community association.
 - d) Statutory Rights of Way in favour of the utility providers.
 - e) Water Irrigation Restriction Covenant;
 - f) Any other encumbrance required by any municipality, regional or provincial government body or any utility provider;
 - g) Registered and pending registered restrictive covenants, section 219 covenants, rights-of-way and easements in favor of private parties, public authorities and utilities.
 - h) Subsisting conditions, provisions, restrictions, exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown;
 - i) Registered or pending liens, rights, charges, encumbrances or the like to which the Strata Lot is subject as set forth in Section 23 of the *Land Title Act*; and,
 - j) Building zoning and other municipal or government restrictions.
2. **Deposit:** The Purchaser will pay the Deposit to Leffler Law Office (the "**Vendor's Solicitor**") forthwith upon execution of this Agreement by the Purchaser. The Deposit shall be made by way of a certified cheque or bank draft payable to "Leffler Law Office in trust". No interest thereon will be paid or payable to the Purchaser. In the event that the Vendor fails to complete this transaction on the Completion Date, then the Deposit shall be refunded forthwith to the Purchaser.
3. **Lot Servicing:** The Purchaser acknowledges that the Purchaser is purchasing a Strata Lot in a bare land residential strata development that is serviced to the lot line with water and sewer to the lot line, but that no power is yet installed, the cost of which shall be the responsibility of the Purchaser.



Initials

Lakeview Terrace
Strata Lot # ____

4. **Costs/GST:** The Purchaser shall assume and pay, where applicable, all real property taxes, Federal Goods and Services Tax ("**GST**") as may be applicable on the value of the Strata Lot, Property Transfer Tax, standby fees for utilities and strata maintenance assessments levied against the Strata Lot. All adjustments, both incoming and outgoing, of whatsoever nature, will be made as of the Completion Date.
5. **Preparation of Transfer:** It shall be the Purchaser's responsibility to prepare the documents necessary to complete this transaction and the Purchaser shall deliver to the Vendor a Transfer, in registrable form and a Statement of Adjustments, at least three (3) business days prior to the Completion Date. The Purchaser shall bear all costs of preparation and registration of the closing documents and delivery of the purchase monies to the Vendor. The Vendor shall bear all costs of providing clear title to the Strata Lot pursuant to section 11 hereof. The Vendor will not be required to execute or deliver any other agreements, transfer documents, certificates, statutory declarations or assurances whatsoever.
6. **Conditions:** This Agreement shall be conditional upon the following items:

The conditions are for the benefit of the party indicated and must be waived or satisfied in writing on or before October 10, 2019 (the "**Condition Date**"). If a condition is not waived or satisfied in writing on or before the Condition Date, this contract will fail and the Deposit shall be returned to the Purchaser.

7. **Additional Terms:**

Purchaser agrees that any charges owing under the Special Levy agreed to at the Special Meeting of lot owners on July 30, 2019 shall be the responsibility of the Purchaser after closing.

8. **Time is of the Essence:** Time shall be of the essence and unless all payments on account of the Purchaser Price together with the adjustments are provided and all other amounts payable by the Purchaser are paid when due, the Vendor may terminate this Agreement and in addition to any other remedy available to the Vendor, the Deposit shall immediately and absolutely be forfeited to the Vendor on account of damages. The Purchaser acknowledges and agrees that in such case, the Deposit represents earnest money, and is not in the nature of a penalty. The Purchaser hereby irrevocably authorizes and directs any solicitors, notaries public, or real estate agents holding any such Deposit to forthwith, upon the request of the Vendor, deliver such Deposit to the Vendor.

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Lakeview Terrace
Strata Lot # ____

9. **Risks:** The Strata Lot shall be at the risk of the Vendor until the Transfer of the Strata Lot has been accepted for registration in the applicable Land Title Office and thereafter at the risk of the Purchaser.
10. **Registration:** Neither this Agreement nor any interest in the Strata Lot created hereunder shall be registered in the applicable Land Title Office except for the transfer of the Strata Lot on the Completion Date. This Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in Land.
11. **Building Scheme:** The Purchaser acknowledges and agrees to comply with the terms of the Statutory Building Scheme, Design Guidelines and Zoning Bylaws.
12. **Geotechnical Covenant:** If this Agreement is for the purchase of any of Strata Lots 1 – 35 inclusive, the Purchaser is aware that the Strata Lot has had geotechnical stability issues and that the Purchaser accepts that this purchase is being made with full knowledge of such condition. All costs of remediation of this condition shall be borne by the Purchaser.
13. **Disclosure Statement:** Purchaser hereby acknowledges receipt a Disclosure Statement relating to this strata lot.
14. **Entire Agreement:** This Agreement supersedes any other agreement between the parties with regard to the subject matter of this Agreement including any prior purchase and sale agreement. This Agreement is the entire agreement between the parties and there are no other representations, warranties, conditions or collateral agreement, 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-formas provided to the Purchaser other than those contained in this Agreement. Without limiting the generality of the foregoing, the Purchaser acknowledges that the Vendor has provided no representations or warranty as to the geotechnical characteristics of the Strata Lots or with respect to views. The agreements, representations and warranties contained herein will survive completion and the conveyance of the Strata Lot to the Purchaser.
15. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of British Columbia.
16. **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 sent by prepaid mail to the Vendor or to the Purchaser, as the case may be, at the above address of the Purchaser or the Vendor, as the case may be. The time of giving such notice, document, or communication shall be, if delivered, when delivered and, if sent by facsimile then on the day of transmission, and if mailed, then on the fifth business day after the day of mailing.
17. **Privacy Consent:** 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:
 - a) to complete the transaction contemplated by this Agreement;



Initials

Lakeview Terrace
Strata Lot # ____

- b) to engage in business transactions including securing financing for the construction of the Development;
- c) to provide ongoing products and services to the purchasers;
- d) to market, sell, provide and inform the Purchaser of the Vendor's products and services including information about future projects;
- e) additional purposes identified when or before the information is collected.

The Purchaser consents to the collection, use and disclosure of the information to agents, contractors and service providers of the Vendor and its affiliates in connection with the above purposes. Subject to legal and contractual requirements, the Purchaser may refuse or withdraw consent to serve these purposes at any time by contacting the Vendor at the address set out above.

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