

**CRYSTAL LAKE
LAKE KOOCANUSA, BC**

**DISCLOSURE STATEMENT
MAY 4, 2023**

**DEVELOPER:
KV PROPERTIES INC.**

Business Address: PO Box 1799
Fernie, British Columbia V0B 1M0

Address for Service: c/o Reed Pope Law Corporation
202 – 1007 Fort Street
Victoria, British Columbia V8V 3K5

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.

The Developer intends to market the Strata Lots offered for sale under this Disclosure Statement using its own employees. The employees of the Developer are not licensed under the *Real Estate Services Act* and are not acting on behalf of the purchaser.

This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of _____,
_____ who has confirmed that fact by initialing in the space provided here: _____

RIGHT OF RESCISSION

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

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

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

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

LIST OF EXHIBITS

EXHIBIT A	Community Association's Constitution and Bylaws
EXHIBIT B	Community Association Rent Charge
EXHIBIT C	Community Association Budget
EXHIBIT D	Excerpt of Zoning Bylaw: R-1B Zone
EXHIBIT E	Statutory Building Scheme
EXHIBIT F	Design Guidelines
EXHIBIT G	Purchase Agreement: Phase 1 – Pre-Title Purchase Agreement
EXHIBIT H	Summary of Terms from Purchase Agreement
EXHIBIT I	Summary of Legal Notations and Encumbrances
EXHIBIT J	Water Utility SRW
EXHIBIT K	Water Utility Rent Charge
EXHIBIT L	Sewer Utility SRW
EXHIBIT M	Sewer Utility Rent Charge
EXHIBIT N	Community's Subdivision Plan
EXHIBIT O	Parent Parcel's Subdivision Plan
EXHIBIT P	Development's Strata Plan: Phase 1 – Preliminary Strata Plan
EXHIBIT Q	Form P
EXHIBIT R	Irrigation Covenant
EXHIBIT S	Form V: Phase 1 – Preliminary
EXHIBIT T	Developer's Interim Budget
EXHIBIT U	Strata Corporation Bylaws

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1 DEVELOPER

1.1 Developer Description

The developer, **KV Properties Inc.** (Inc. No. BC1169034) (the “**Developer**”), is a British Columbia company that was incorporated on June 21, 2018.

1.2 Developer’s Purpose and Assets

The Developer was not incorporated specifically for the purpose of developing the Strata Lots (as defined in section 2.1). The Developer has assets other than the Strata Lots.

1.3 Developer’s Registered and Records Office

The registered and records office of the Developer is:

1361 7th Avenue
 Box 1873
 Fernie, BC V0B 1M0
 Canada

1.4 Developer’s Directors

The directors of the Developer are:

Reto Barrington	Alun Willams
Todd Fyfe	Bill Redmond
Chad Jensen	Carmen Sombrowski

1.5 Background of Developer, Directors, Officers and Principal Holders of the Developer

In accordance with Policy Statement No. 2 under the *Real Estate Development Marketing Act*, the Developer is required to provide certain disclosure respecting the previous 5 to 10 years.

To the best of the Developer’s knowledge:

- (a) **KV Properties Inc.**, the Developer, does not have any experience in the development industry other than its involvement with the Development, the Community to date, and the developments within the Community known as “Lakeview Estates”, “Lakeview Terrace”, “Marina Point”, and “Marina Estates”.
- (b) **Reto Barrington**, a director of the Developer, has been involved in the real estate development industry for approximately 40 years, including the development of bare land lots, residential strata projects, retail shopping centres, and office building. Mr. Barrington’s experience includes all aspects of real estate development including land planning, zoning, finance, marketing, and construction. Mr. Barrington is a lawyer by training (currently non-practicing) and graduated from Dalhousie University with his law degree in 1979.

- (c) **Todd Fyfe**, a director of the Developer, has been involved in the real estate development industry in the Kootenay region of British Columbia for approximately 13 years as a licensed realtor. During that time, Mr. Fyfe has been involved in new and ongoing developments including bare land, single family, and multi-family developments.
- (d) **Chad Jensen**, a director of the Developer, has been involved in the real estate development industry for approximately 25 years. Mr. Chad Jensen joined his father Rick Jensen at New Dawn Developments Ltd. in 1996. Mr. Chad Jensen is the president and CEO of New Dawn Developments Ltd., which is headquartered in Cranbrook B.C. Under Mr. Chad Jensen's leadership, New Dawn Developments Ltd. has grown into one of the largest residential and commercial construction companies in the East Kootenay region. Mr. Chad Jensen was named British Columbia's Construction Person of the Year in 2011 and has been recognized with numerous individual and organizational awards across British Columbia.
- (e) **Alun Williams**, a director of the Developer, has been involved in the real estate development industry for most of his life working mainly in the area of post frame construction for commercial, agricultural, and some residential projects across Western Canada. Mr. Williams has specialized in constructing and selling buildings across Western Canada.
- (f) **Bill Redmond**, a director of the Developer, began his career in the field of Geology and Geophysics. After graduating from the University of British Columbia, he served in a senior executive capacity with several oil and gas industry companies in Calgary, Alberta. In 1988, after spending nearly 25 years in the Petroleum industry, Bill and his family purchased Bucars RV Centre in 1989. As a past Board member and President of both the RVDA of Alberta and the RVDA of Canada, Bill has also been deeply involved in the RV industry through his countless hours of volunteer time. Along with being past President of the Rotary Club of Calgary and past Board Chair of the Calgary Rotary Clubs Foundation. Bill has served on the boards of both public and private companies in the oil and gas industry, boards of industry associations, government agencies and not for profit organizations and has been involved as an investor in several real estate developments.
- (g) **Carmen Sombrowski**, a director of the Developer, was born and raised in the East Kootenays. She has been involved in her family's businesses in the Elk Valley since 1982. As a lawyer, Ms. Sombrowski, has practiced in commercial and real estate law, including land development, subdivisions and construction for over 35 years.
- (h) Except as set out in this section, neither the Developer, 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.

As set out above, Mr. Fyfe is a licensed realtor with business dealings separate from his role as a director of the Developer. In 2020, Mr. Fyfe was subject to a damages award of approximately

\$1.5M in connection with Mr. Fyfe's representation of a buyer of real estate in British Columbia. Mr. Fyfe successfully appealed the award in part. Mr. Fyfe was not subject to any disciplinary or other sanctions from the Real Estate Council of British Columbia. Mr. Fyfe remains a licensed realtor in good standing with the Real Estate Council of British Columbia. The award of damages has been fully satisfied and so will not negatively affect the Developer, the Development, or the Strata Lots.

- (i) Neither the Developer, 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.
- (j) No director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the **five years** prior to the date of the Developer's declaration attached to the Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:
 - (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 or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
 - (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, arrangements or compromises with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

In this section 1.5, the term "**principal holder**" means any person holding directly or indirectly more than 10% of any class of voting securities of the issuer of those securities.

1.6 Conflict of Interest

- (a) The Developer is developing land adjacent to the Development and within the Community (as defined in section 2.1).
- (b) The Water and Sewer Utilities (each as defined in section 3.1) are owned by the Developer.
- (c) 1213904 B.C. Ltd., a secured lender to the Developer, is not at "arm's length" with the Developer as there are mutual principals between this lender and the Developer.

Aside from the foregoing, the Developer is not aware of any other existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or

services to the Developer, manager or holders of the development units in connection with the Development which could reasonably be expected to affect the purchaser's purchase decision.

The Developer notes, however, that after completion of construction of the Development, the Developer (or any entity affiliated with the Developer) and its or their marketing agents may continue to carry out within the Development marketing and sales activities relating to the Development or the Community for such period as the Developer determines to be necessary or desirable.

2 GENERAL DESCRIPTION

2.1 General Description of the Development

(a) Location of the Development

The development known as “Crystal Lake” (the “**Development**”) is located adjacent to Lake Kooacanusa with access from Marcer Drive in the Regional District of East Kootenay (the “**Regional District**”), British Columbia. The Development is currently planned as a Phased Strata Plan (as defined in section 2.4)) with three (3) Phases (as defined in section 2.4). The Phases will be constructed on the Development Lands (as defined in section 4.1). The civic address assigned to the Development or the Strata Lots (as defined in section 2.1) are subject to change by the Regional District or the Developer.

(b) General Description of the Strata Lots

The Development is intended to consist of a total of 140 serviced bare land strata lots (the “**Strata Lots**”) planned in three (3) Phases as follows:

Phase Number	Number of Strata Lots
1	41
2	57
3	42
	Total - 140

Each Strata Lot will be a separate legal title and will be owned individually by the purchaser(s) of the Strata Lots.

(c) Strata Lots Offered for Sale

The Developer is offering the Strata Lots to be created in Phase 1 for sale under this Disclosure Statement.

(d) Preliminary Strata Plan and Final Strata Plan

Title for the Strata Lots in each Phase will be created by the deposit in the Land Title Office (the “**Land Title Office**”) of a final surveyed strata plan (the “**Final Strata Plan**”) for that Phase over the Development Lands.

The preliminary strata plan (the “**Preliminary Strata Plan**”) for Phase 1 of the Development, which shows the proposed layout and location of the Strata Lots in Phase 1, is attached as **Exhibit P**. The actual layout, dimensions, location and area of the Strata Lots and Common Property in Phase 1 may vary from what is depicted on the Preliminary Strata Plan.

(e) Strata Corporation

All the owners of the Strata Lots will collectively be members of the strata corporation known as The Owners, EPS9008 (the “**Strata Corporation**”). See section 2.4 for further information about the Phased Strata Plan.

(f) General Description of the Community

The Development is intended to form part of a larger master-planned development known as “Kooacanusa Village” (the “**Community**”) that is controlled by the Developer.

The Community is intended to comprise separate developments consisting of fee simple subdivided lots and bare land strata lots, all developed on the lands further described in section 4.1.

The Developer is involved with the following developments which are adjacent to the Development and form part of the Community:

- (i) The development known as “Lakefront Estates” which is a bare land strata subdivision comprised of 122 bare land strata lots within Strata Plan EPS771. This development is completed and is not the subject of this Disclosure Statement.
- (ii) The development known as “Lakeview Terraces” which is a bare land strata subdivision comprised of 87 bare land strata lots within Strata Plan EPS832. This development is completed and is not the subject of this Disclosure Statement.
- (iii) The development known as “Marina Estates” which is intended to consist of 21 subdivided and fully serviced lots, all within Plan EPP109367. This development is completed and is not the subject of this Disclosure Statement.
- (iv) The development known as “Marina Point” which consists of 16 subdivided and fully serviced lots, all within Plan EPP101156. This development is completed and is not the subject of this Disclosure Statement.

(g) Kooacanusa Village Community Association

The Kooacanusa Village Community Association (formerly called the Sweetwater Community Association) (the “**Community Association**”) was formed in part for the purpose of managing common areas, facilities, and access routes within the Community which are not otherwise the responsibility of local governments or the strata corporations which form part of the Community. The constitution and bylaws of the Community Association are attached as **Exhibit A**.

The Community Association Rent Charge will be registered on title to each Strata Lot and will require the owner of each Strata Lot to become a member of the Community Association and pay the Community Association's fees in accordance with the annual budgets passed by the Community Association. The Community Association fees are intended to be used in furtherance of the Community Association's purposes.

At present, there are no common areas, facilities or access routes which the Community Association is responsible for maintaining. Accordingly, the Developer advises that the Community Association currently charges a nominal, annual Community Association fee to each member of the Community Association in accordance with the Community's Association's annual budget. The Community Association's annual budget, approved on December 15, 2022, is attached as **Exhibit C**.

(h) Crystal Lake and Crystal Lake Amenities

The Developer has constructed a man-made pond ("**Crystal Lake**") which the Developer intends to be used as an amenity with green spaces that may include walking paths, benches, and playground equipment to be enjoyed by all owners in the Community (collectively, the "**Crystal Lake Amenities**").

Crystal Lake and the Crystal Lake Amenities will be located within the Crystal Lake Parcel (as defined in section 4.1) in approximately that location shown as "Rem Lot 1 Plan EPP124538" on the Parent Parcel's Subdivision Plan (as defined in section 4.1). The Parent Parcel's Subdivision Plan is attached as **Exhibit O**.

The Developer advises that:

- (i) Crystal Lake, the Crystal Lake Amenities, and the Crystal Lake Parcel will not form part of the Development.
- (ii) The Developer may register statutory rights of way, restrictive covenants, leases, and other charges over the Development Lands and the Crystal Lake Parcel as may be required by the Water Utility or the Developer in connection with Crystal Lake.
- (iii) The Developer may or may not construct the Crystal Lake Amenities.
- (iv) The Developer may create and enforce rules and regulations for the use of and access to Crystal Lake and the Crystal Lake Amenities by owners in the Community.
- (v) Crystal Lake is not intended to be used for swimming, fishing or any other recreational activities.
- (vi) The Developer may sell or transfer ownership of the Crystal Lake Parcel to the Owner's Association, another third party, or may retain ownership of the Crystal Lake Parcel for itself, all as the Developer may decide on terms satisfactory to the Developer in its sole discretion.

- (vii) The Developer may enter into one or more amenity use agreements (each an “**Amenity Use Agreement**”) with the Strata Corporation, the Owner’s Association, or other strata corporations or owners within the Community, in order to address the following with respect to Crystal Lake Amenities:
- Access and use rights in favour of the Developer, the general public, owners of Strata Lots in the Development, or owners in adjacent developments separate from the Development.
 - Repair and maintenance obligations in respect of the Crystal Lake Amenities.
 - Insurance requirements.
 - Rules for the use of the Crystal Lake Amenities.
 - How new Crystal Lake Amenities may be constructed by the Developer or others.
 - Cost sharing provisions among the Developer, the Strata Corporation, the Owner’s Association, and owners in adjacent developments separate from the Development.

(i) Crystal Lake Amenities: No Assurances

The Developer provides no assurances that the Crystal Lake Amenities will be constructed, whether the Developer will sell or transfer ownership of the Crystal Lake Parcel, whether the Developer will enter into any Amenity Use Agreements, or with respect to how the Crystal Lake Parcel may be used for recreational purposes.

(j) Future Plans for the Community

The Developer may put in place further arrangements for access to amenities and cost sharing between owners of Strata Lots in the Development and the owners of lands which form part of the Community, but the Developer makes no representation as to when or if such arrangements may be made.

The Developer reserves the right to vary the amenities or other commitments planned for the Community in its sole and absolute discretion. Purchasers should therefore make their decision to buy the Strata Lots located within the Development based solely on the attributes of the Strata Lots and the Development itself, and not based on any commitments or amenities that may or may not be constructed within the Community but outside of the legal boundaries of the Development.

2.2 Permitted Use

(a) Applicable Zoning

The zoning applicable to the Development is zoned R-1B (Single Family Residential – Medium Lot Zone) (the “**R-1B Zone**”) pursuant to the Regional District’s SweetWater Zoning & Floodplain Management Bylaw No. 2127, 2009 (the “**Zoning Bylaw**”). An excerpt of the R-1B Zone taken from the Zoning Bylaw is attached as **Exhibit D**.

The R-1B Zone only allows the following primary permitted use:

- (i) “**Single Family Dwelling**” which means a **building** containing one **dwelling unit** and may contain one **secondary suite** where permitted.

The R-1B Zone permits the following accessory uses:

- (ii) “**Home based business**” which means an occupation, service, or craft which is clearly accessory to the use of a **dwelling unit** used for residential purposes or residential use of a **parcel** on which a **dwelling unit** is located and includes:

- Professional office
- Health and social service
- Personal care business
- Business service
- Arts, crafts, and instructional service
- Trade business
- Computer and electronic service
- Bed and Breakfast

- (iii) “**Secondary suite**” which means an additional **dwelling unit** having a total floor space of not more than 90 m² nor 70 m² when located within a detached garage, and which is less than 40% of the habitable floor space of the building when contained within a **single family dwelling**. It may not be located in a **single family dwelling** that is:

- a manufactured home
- an addition to a manufactured home
- an accessory dwelling unit in the P-2 zone

- (iv) Uses, **buildings** and **structures accessory** to a permitted use.

Bold and italicized terms in this section are as defined in the Zoning Bylaw.

The permissible use within the R-1B Zone intended by the Developer is “**Single Family Dwelling**”. However, the Strata Lots may be used for commercial purposes ancillary to residential purposes (as described above), and accordingly, there are other permissible uses of the Development beyond those intended by the Developer.

(b) Further Information on Zoning

The complete text of the Zoning Bylaw, and further information and details about zoning requirements and permissible uses applicable to the Development, can be obtained from the Regional District:

Address: Cranbrook (Main) Office
19 – 24th Avenue South
Cranbrook, BC V1C 3H8

Phone: 250-489-2791
Email: planningdept@rdek.bc.ca
Website: https://www.rdek.bc.ca/bylaws/ocp_zoning_landuse/

The contact information set out above is current as of the date of this Disclosure Statement. If a purchaser attempts and is unable to contact the Regional District using this contact information, or finds that this information is no longer accurate, the purchaser should contact the Regional District and ask to speak with someone regarding zoning.

2.3 Building Construction(a) General Description of Construction Requirements

The Developer will provide fully graded, compacted, and approved sub-grade Strata Lots suitable for foundation work to begin. The Strata Lots will be fully serviced to the lot line of each Strata Lot and ready for hookup to those utilities described in section 3.8.

(b) Purchaser's Responsibilities

Purchasers will be solely responsible for obtaining a building permit from the Regional District and constructing all other improvements on their Strata Lots in accordance with the building permit, the Zoning Bylaw, the Building Scheme (as defined in section 2.3), the Design Guidelines (as defined in section 2.3), the Purchase Agreement (as defined in section 7.2) entered into between purchasers and the Developer, and any other charges registered on title to their Strata Lot.

(c) Statutory Building Scheme: General Description

The Developer intends to register a statutory building scheme over the Strata Lots substantially in the form attached as **Exhibit E** (the "**Statutory Building Scheme**"). The Statutory Building Scheme is intended to ensure compatible design elements among the Strata Lots within the Development and may include restrictions with respect to building materials, finishes, and colour, grading, driveways, garages, roof design, windows, lighting, landscaping, retaining walls, swimming pools, and fencing.

(d) Statutory Building Scheme: Summary

The Statutory Building Scheme will restrict construction of any improvements on a Strata Lot until plans and specifications for the owner's home are approved by the Developer. The Statutory Building Scheme is summarized as follows:

- (i) *Building Design Approval* - all owners must submit plans and specifications to the "Design Review Coordinator" (being the Developer or its agent) for approval prior to commencing improvements on the owner's Strata Lot.
- (ii) *Site Layout* - there are restrictions with respect to grading, driveways, excavation, screening, and retaining walls.
- (iii) *Building Material Restrictions* – there are restrictions with respect to materials which may be used for roofs, exteriors, entry ways, soffits and fascia, chimneys, windows and doors, decks, patios, and porches, building accessories, and fencing.
- (iv) *Architectural Restrictions* – there are restrictions with respect to building massing, style, scale, size, finishes, colour, and building accessories and equipment (eg. solar panels, satellite dishes, etc.).
- (v) *Landscape Restrictions* – there are restrictions with respect to lawns, trees, swimming pools, and hot tubs.

The foregoing is a brief summary of the Statutory Building Scheme only. Purchasers are recommended to review the Statutory Building Scheme in its entirety as it contains important restrictions on building construction and the use of a purchaser's Strata Lot.

(e) Design Guidelines

Pursuant to the Statutory Building Scheme, purchasers will be required to comply with the design guidelines established by the Developer from time to time (the "**Design Guidelines**"). The current form of the Design Guidelines is attached as **Exhibit F**.

The Design Guidelines set out the process each purchaser must follow in order to have their plans and specifications approved by the Design Review Coordinator. The Design Guidelines also offer guidance on the form and character of the Development.

Purchasers will be required to pay to the Design Review Coordinator a design review fee of \$1,500.00 at the time the Purchaser submits their plans and specifications for approval. If the initial plans and specifications do not conform with the Statutory Building Scheme and the Design Guidelines, the Design Review Coordinator may charge an hourly rate (based on industry standard rates) for further review of subsequent plans and specifications submitted for approval.

(f) Purchase Agreement

The Purchase Agreement contains provisions related to the Statutory Building Scheme, the Design Guidelines, and other construction requirements purchasers will be responsible for. Purchasers are advised to review section 7 of the Disclosure Statement and Schedule F to the Purchase Agreement, which is attached as **Exhibit G**.

(g) Other Requirements

Purchasers will have to comply with all legal notations and charges registered on title to their Strata Lots when designing and constructing their homes. Purchasers are advised to review sections 4.3 and 4.4, and **Exhibit I**.

2.4 Phasing(a) Declaration of Intention to Create a Strata Plan by Phased Developments (Form P)

A phased strata plan is a development that is constructed and completed in parts, but all parts will become one Strata Corporation (the “**Phased Strata Plan**”). An approved Form P Declaration of Intention to Create a Strata Plan by Phased Development pursuant the *Strata Property Act* (British Columbia) is required for each such strata plan (the “**Form P**”). The location and area of each phase (“**Phase**”) is set out on the sketch plan attached to the Form P. The Form P also shows the current estimated unit entitlement and number of Strata Lots to be constructed in each Phase, as well as the dates for construction.

(b) Phasing at the Development

The Development will be developed as a Phased Strata Plan pursuant to a Form P. Attached as **Exhibit Q** is a copy of the Form P which has been approved by the Approving Officer. The Developer will register the Form P against title to the Development Lands (as defined in section 4.1) prior to or concurrently with the registration of the Phase 1 Final Strata Plan.

The Development is intended to consist of a total of 140 Strata Lots planned in three (3) Phases as follows:

Phase Number	Number of Strata Lots
1	41
2	57
3	42
	Total - 140

The Developer has not “elected to proceed” with any of the Phases and as such may elect to not construct any of the Phases of the Development. The Developer may also apply for further amendments to the Form P as permitted by the *Strata Property Act*.

(c) Strata Lots Offered for Sale under this Disclosure Statement

The Developer is offering the Strata Lots to be created in Phase 1 for sale under this Disclosure Statement.

3 STRATA INFORMATION**3.1 Unit Entitlement**(a) General Description of Unit Entitlement: Form V

The unit entitlement of each Strata Lot is a figure that determines the share of the Strata Lot in the Common Property and assets of the Development and its contribution to the expenses of the Common Property (the “**Unit Entitlement**”). The Unit Entitlement for strata lots in strata developments is set out in the Form V: Schedule of Unit Entitlement (the “**Form V**”).

(b) Unit Entitlement of the Strata Lots

The Unit Entitlement of each Strata Lot in the Development will be one (1) as determined in accordance with section 246(6)(a) of the *Strata Property Act* (British Columbia).

The proposed Unit Entitlement for the Strata Lots in Phase 1 is set out in in the preliminary Form V attached as **Exhibit S**.

3.2 Voting Rights(a) General Description of Voting Rights: Form W

The voting rights of each Strata Lot is a figure that determines how many votes each Strata Lot is afforded when permitted to cast votes in the proceedings of the Strata Corporation. The voting rights for Strata Lots in strata developments is set out in the Form W: Schedule of Voting Rights (the “**Form W**”). If no Form W is filed for the development, then the voting rights are as set out in the *Strata Property Act* (British Columbia).

(a) Voting Rights of the Strata Lots

Each Strata Lot will have one (1) vote in the Strata Corporation. The Developer does not propose to file any Form W's in connection with the Development.

3.3 Common Property and Facilities(a) General Description of Common Property

Each owner of a Strata Lot will own a proportionate, undivided share of the common property (the “**Common Property**”) of the Development and the common assets (the “**Common Assets**”) of the Strata Corporation as a tenant in common. The Common Property is comprised of, among other things, all of the land and buildings outside the individual Strata Lots but contained within

the Development. The Common Assets are comprised of, among other things, all of the land held in the name of or on behalf of the Strata Corporation that is located outside of the Development. Each owner of a Strata Lot will own an undivided share of the Common Property and the Common Assets of the Strata Corporation based on each owner's Strata Lot's Unit Entitlement.

(b) Service Facilities

The Development may also include additional service facilities and equipment such as transformers, fire protection systems and equipment, mechanical and electrical systems and equipment, emergency systems and equipment, and other such facilities and equipment which may not be depicted on the Preliminary Strata Plan, but which may be required by the governing authorities, utility providers, or the Developer in connection with the Development (collectively, the "**Service Facilities**"). The Service Facilities will be located as required by governing authorities, utility providers, or the Developer in its sole discretion or as recommended by the Developer's consultants.

(c) Changes to Common Facilities

The Developer reserves the right to increase or decrease the proposed size, and substantially alter the proposed configuration and location of the Service Facilities and any other facilities forming part of the Common Property or Common Assets in Phases not yet constructed (collectively, the "**Common Facilities**"), all without compensation to the Strata Corporation and/or the purchasers of the Strata Lots.

(d) Common Property at the Development

The Common Property in the Development includes common access roads, pathways, and greenspaces. The Strata Corporation is responsible for repairing and maintaining all Common Property.

(e) Common Assets at the Development

The only Common Assets are the benefit of some of the reciprocal access easements referred to in section 4.1 and **Exhibit I**. There are no further Common Assets planned for the Development.

(f) Common Facilities at the Development

There are no Common Facilities planned for the Development.

3.4 Limited Common Property

(a) General Description of Limited Common Property

Limited common property (the "**Limited Common Property**") is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners.

(b) Limited Common Property at the Development

No Limited Common Property is planned for the Development.

3.5 Bylaws(a) General Description of Strata Corporation Bylaws

Strata corporations have bylaws that govern certain affairs of strata developments and the owners of strata lots within strata developments. Bylaws provide for the control, management, administration, use and enjoyment of the strata lots and the common property in strata developments.

(b) Strata Corporation Bylaws at the Development

The proposed Strata Corporation bylaws (the “**Bylaws**”) are attached as **Exhibit U**. The Bylaws will be the bylaws contained in the Schedule of Standard Bylaws attached to the *Strata Property Act*. The Developer reserves the right to make amendments to the Bylaws prior to filing the Bylaws for registration in the Land Title Office with respect to, without limitation, the following:

- (i) *Statutory Building Scheme* – bylaws requiring the Strata Corporation to act as the Design Review Coordinator as permitted by the Statutory Building Scheme (see **Exhibit E**).
- (ii) *Crystal Lake* – bylaws requiring owners, their invitees, or guests to follow all rules and regulations approved by the owner of the Crystal Lake Parcel from time to time.
- (iii) *Pets* – bylaws restricting pets permitted to a total of two cats or dogs (or one of each).

The Developer also notes that:

- (i) Purchasers should carefully review the Bylaws. Without limiting the significance of other provisions of the Bylaws, the Bylaws impose restrictions regarding pets, use of Strata Lots, and certain other matters.
- (ii) Further to section 2.4, upon the registration of each subsequent Phase of the Phased Strata Plan, the most recently registered Phase will automatically join and become part of the Strata Corporation. As a result, all Phases of the Development will be governed by the Bylaws, as may be amended from time to time.

3.6 Parking(a) Parking at the Development

Each Strata Lot will be required to provide a private driveway and an enclosed garage within the boundaries of their Strata Lot in order to provide at least two (2) off-street parking stalls for their Strata Lot. There will not be public or visitor parking available at the Development.

The Statutory Building Scheme and the Zoning Bylaw govern the parking requirements at the Development including with respect to recreational vehicles, trailers, boats, motorized vehicles, and other motorized vehicles. See section 2.2 for further information about the Zoning Bylaw and section 2.3 for further information about the Statutory Building Scheme.

3.7 Budget

(a) General Description of Strata Corporation Budget

The expenses for the Strata Corporation dealing with all of the Common Property and Common Property functions of the Strata Corporation are set out in the Strata Corporation's budget (the "**Strata Corporation Budget**") which is passed annually at the Strata Corporation's Annual General Meeting.

(b) Interim Strata Corporation Budget

As the Strata Corporation hasn't yet been created, the Developer has prepared an interim budget of estimated operating expenses (the "**Interim Budget**") for the Strata Corporation for the Interim Budget Period. The Interim budget is attached as **Exhibit T**. The Interim Budget also sets out the monthly assessments for each of the Strata Lots.

The "**Interim Budget Period**" is the 12-month period commencing on the first day of the month following the date of the first conveyance of a Strata Lot to a purchaser.

(c) Owner's Budget Requirements

Under the *Strata Property Act*, the owners of the Strata Lots are required to pay maintenance fees in respect of their Strata Lots' share of the total contributions budgeted for the Strata Corporation's operating fund and contingency reserve fund. **Exhibit T** sets out the estimated monthly assessments for the Strata Lots during the Interim Budget Period. The estimated monthly assessments for the Strata Lots are based on the Interim Budget and the proposed Unit Entitlement figures set out in **Exhibit S** (being "1" for each Strata Lot).

At the first annual general meeting of the Strata Corporation and each annual general meeting thereafter, the Strata Corporation will approve a new annual budget for the Strata Corporation for the following 12-month period. The actual monthly assessments for the Strata Lots for each such 12-month period will be calculated based on the approved budget and the finalized Unit Entitlement for each Strata Lot.

(d) Developer's Budget Requirements

The Developer has certain obligations with respect to the Interim Budget and the Strata Corporation under the *Strata Property Act*. The Developer must establish the Strata Corporation's contingency reserve fund with a minimum contribution equal to 5% of the Interim Budget for each Phase. The Developer is also responsible for paying the actual expenses of the Strata Corporation up to the end of the month in which the first conveyance of a Strata Lot to a purchaser occurs in each Phase.

(e) Strata Lot Expenses

Strata Lot owners will be responsible for paying the following expenses directly with respect to their Strata Lot:

- (i) *Property Taxes* - each Strata Lot owner will be responsible for paying real property taxes for his or her Strata Lot directly to the Regional District.
- (ii) *Electricity to Strata Lots* - the Developer will provide domestic power to the lot line of each Strata Lot. Domestic power will be supplied by B.C. Hydro. Electricity supplied to each Strata Lot will be separately metered, billed to and the responsibility of the Strata Lot owner.
- (iii) *Water and Sewerage (Sanitary and Storm)* - domestic water will be supplied by the Water Utility, the cost of which will be separately metered, billed to and the responsibility of the Strata Lot owner. Sewerage will be supplied by the Sewer Utility, the cost of which will be separately metered, billed to and the responsibility of the Strata Lot owner.
- (iv) *Telephone / Cable / Internet* – the Development is not currently serviced by telecommunication services (hard line phone or internet). See section 3.8(m) for further information.

3.8 Utility and Services(a) General Description of Utilities and Services

The Development and the Strata Lots will be serviced by the utilities and services set out in this section. The Water Utility (as defined below) and the Sewer Utility (as defined below) currently charge a total of \$4,500.00 in hookup fees to connect water and sewerage services to a purchaser's Strata Lot. The hookup fees are subject to change at the discretion of the Water Utility and the Sewer Utility. Purchasers are advised to confirm the hookup fees currently in effect directly with the Water Utility and the Sewer Utility.

(b) General Description of Water Service

The Strata Lots will be connected to a private domestic water system owned and operated by 0938534 B.C. Ltd. (the "**Water Utility**"). The Water Utility will obtain a Certificate of Public Convenience and Necessity (the "**CPCN**") in respect of Phase 1. The Developer expects the CPCN to be issued for Phase 1 on or before September 1, 2023 but in any event will obtain the CPCN prior to the completion of the purchase and sale of the Strata Lots to purchasers. The Water Utility is owned by the Developer.

(c) SRW and Rent Charge in Favour of Water Utility

Title to the Common Property and the Strata Lots will be burdened by Statutory Right of Way registered in favour of the Water Utility (the “**Water Utility SRW**”), which is attached as **Exhibit J**. Title to the Strata Lots will be burdened by a Rent Charge registered in favour of the Water Utility (the “**Water Utility Rent Charge**”), substantially in the form attached as **Exhibit K**. The form of the Water Utility Rent Charge may be subject to change before it is registered on title as may be required by the Water Utility.

(d) Water Service Provided to Lot Line

The Developer will provide a connection to the water system up to the lot line of each Strata Lot (the “**Water Service**”). Each purchaser will be responsible for all costs incurred in connecting their Strata Lot to the Water Service including payment of a standby fee and connection fee charged by the Water Utility. Domestic water supplied to each Strata Lot will be separately metered, billed to, and shall be the responsible of the Strata Lot owner.

(e) Estimated Completion Date of Water Service

The Developer presently anticipates completing the Water Service for Phase 1 on or before September 1, 2023, but in any event will complete the Water Service prior to the completion of the purchase and sale of the Strata Lots to purchasers.

(f) Electricity

The Developer will provide domestic power to the lot line of each Strata Lot. Domestic Power will be provided by B.C. Hydro. Each purchaser will be responsible for obtaining any required permits and will be responsible for all costs incurred in connecting their Strata Lot to domestic power provided by B.C. Hydro including any connection fees charged by B.C. Hydro. All domestic power supplied to the Strata Lots will be provided by underground servicing. Domestic power supplied to each Strata Lot will be separately metered, billed to, and shall be the responsibility of the Strata Lot owner.

(g) General Description of Sewerage Service

The Strata Lots will be connected to a private sewerage system owned and operated by 0938522 B.C. Ltd. (the “**Sewer Utility**”). The Sewer Utility has obtained a Municipal Wastewater Regulation (“**MWR**”) which was issued on July 13, 2012 under Registration No.105466. The Sewer Utility has sufficient capacity to service the Development. The Sewer Utility is owned by the Developer.

(h) SRW and Rent Charge in Favour of the Sewer Utility

Title to the Common Property and the Strata Lots will be burdened by a Statutory Right of Way registered in favour of the Sewer Utility (the “**Sewer Utility SRW**”), which is attached as **Exhibit L**. Title to the Strata Lots will be burdened by a Rent Charge registered in favour of the Sewer Utility (the “**Sewer Utility Rent Charge**”), substantially in the form attached as **Exhibit M**. The form of

the Sewer Utility Rent Charge may be subject to change before it is registered on title as may be required by the Water Utility.

(i) Sewerage Service Provided to Lot Line

The Developer will provide a connection to the sewer system up to the lot line of each Strata Lot (the “**Sewerage Service**”). Each purchaser will be responsible for all costs incurred in connecting their Strata Lot to the Sewerage Service including all costs incurred to ensure the flow of sewerage into the collection lines (which may vary by Strata Lot depending on the depth of the basement excavation of the Strata Lot in question) and payment of a standby fee and connection fee charged by the Sewer Utility. Sewerage Service supplied to each Strata Lot will be separately metered, billed to, and the responsible of the Strata Lot owner.

(j) Estimated Completion Date of Sewerage Service

The Developer presently anticipates completing the Sewer Service on or before September 1, 2023 but in any event will complete the Sewer Service prior to the completion of the purchase and sale of the Strata Lots to purchasers.

(k) Natural Gas

The Development is not serviced by natural gas.

The Sewer Utility SRW will allow the Sewer Utility to install propane distribution lines within the Sewer Utility SRW area in order to service the Development with natural gas in the future.

The Developer or the Sewer Utility may create a propane tank farm on lands proximate to the Development in the future. The Developer makes no representation as to when or if such propane distribution lines or propane tank farm may be constructed.

(l) Fire Protection

The Development is outside of established fire protection boundaries for local fire departments. If fire protection were expanded in the future, fire protection may be provided by volunteer fire departments in the nearby communities of Baynes Lake (located approximately 20 kilometres from the Development) or Jaffray (located approximately 34 kilometres from the Development).

The Developer makes no representation as to when or if such expanded fire protection service may be provided.

(m) Telephone

The Development is not currently serviced by telecommunication services (hard line phone or internet).

The Sewer SRW will allow telecommunication infrastructure to be installed within the Sewer SRW area in order to service the Development with telecommunication services in the future.

The Developer makes no representation as to when or if such telecommunication service may be provided.

(n) Access

Access to the Development is by Marcer Drive in the Regional District.

3.9 Strata Management Contracts

(a) Professional Strata Manager

The Developer intends to cause the Strata Corporation to enter into a strata management contract (the "**Management Contract**") with a professional property management company (the "**Property Manager**"), with respect to the control, management and administration of the Common Property. The Property Manager will not be related to the Developer.

(b) Management Contract

Pursuant to the *Strata Property Act*, the Management Contract will terminate upon the earliest of the following events:

- (i) four weeks after the second annual general meeting of the Strata Corporation (unless the Strata Corporation, by majority vote at the second annual general meeting, resolves to continue the Management Contract);
- (ii) the termination date contained in the Management Contract (or as agreed to by the parties); and
- (iii) at any time on two months' notice:
 1. by the Strata Corporation, if the cancellation is approved by a 3/4 vote at an annual or special general meeting of the Strata Corporation; or
 2. by the Property Manager.

The anticipated management fees payable under the Management Contract are included in the Proposed Interim Budget attached as **Exhibit T**.

3.10 Insurance

(a) Strata Corporation Insurance

The Developer will place on behalf of, or cause the Strata Corporation to place the following minimum insurance coverage in the name of the Strata Corporation in respect the Development:

- (i) replacement cost insurance on the Common Property, Common Assets, and any buildings shown on the Final Strata Plan; and
- (ii) liability insurance for property damage and bodily injury in an amount not less than \$5,000,000.

The items described in (i) above will be insurance against “**major perils**”, which under the *Strata Property Act* (British Columbia) means fire, lighting, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.

Following the registration of the Phase 1 Strata Plan, the Strata Corporation will be responsible for continuing to maintain this insurance on the Development. The Developer will coordinate with the Strata Corporation to place this insurance on each Phase of the Development as each Phase of the Final Strata Plan is registered in the Land Title Office.

(b) Personal Property Insurance

Each purchaser will be responsible for insuring personal property in his or her own Strata Lot and taking out public liability insurance in respect of their Strata Lot when the transfer of the Strata Lot from the Developer to the purchaser is complete.

(c) Construction Insurance

Each purchaser will be responsible for obtaining general liability and construction all-risk insurance coverage in connection with the construction by purchasers on their Strata Lot.

4 TITLE AND LEGAL MATTERS

4.1 Legal Description

(a) Community’s Subdivision Plan

Attached as **Exhibit N** is the subdivision plan (the “**Community’s Subdivision Plan**”) which has been registered over Lot 2, District Lot 10348, Kootenay District, Plan 8226 (the “**Community’s Parent Parcel**”) and which shows the following parcels which the Developer presently intends will form the parent parcels to development projects within the Community:

Lot 1, Plan EPP14443 (“**Lot 1**”)
 Lot 2, Plan EPP14443 (“**Lot 2**”)
 Lot 3, Plan EPP14443 (“**Lot 3**”)
 Lot 4, Plan EPP14443 (“**Lot 4**”)

(collectively, “**Lots 1 – 4**”).

(b) Development's Parent Parcel Subdivision Plan

Attached as **Exhibit O** is the preliminary subdivision plan to create the parent parcel for the Development (the "**Parent Parcel's Subdivision Plan**") which the Developer intends to register over the following lands legally described as:

Lot 1, District Lot 10348, Kootenay District, Plan EPP124538

(the "**Development's Parent Parcel**").

Following the registration of the Parent Parcel's Subdivision Plan over the Development's Parent Parcel, the Developer will create the two following parcels of land:

Lot A, District Lot 10348, Kootenay District, Plan EPP125572

(the "**Development Lands**"); and

Lot 1, District Lot 10348, Kootenay District, Plan EPP124538 except Plan EPP125572

(the "**Crystal Lake Parcel**").

See section 2.1 for further information about Crystal Lake and the Crystal Lake Parcel.

(c) Preliminary Strata Plan: Phase 1

Attached as **Exhibit P** is the preliminary strata plan for Phase 1 (the "**Phase 1 Preliminary Strata Plan**") which the Developer intends to register over the Development Lands in order to create the Phase 1 Strata Lots which are expected to have the following legal description:

PID: [specific to each Strata Lot]

Strata Lot ____, District Lot 10348, Kootenay District, Strata Plan EPS9008 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on the Form V

(d) Legal Description of the Remainder Lands

Following the registration of the Phase 1 Preliminary Strata Plan over the Development Lands, the Development Lands will have the following legal description:

Lot A, District Lot 10348, Kootenay District, Plan EPP124538 except Strata Plan EPS9008 (Phase 1)

(the "**Remainder Lands**").

The Developer will register the Final Strata Plan for each subsequent Phase of the Development over the Remainder Lands. As each Phase of the Final Strata Plan is registered against the Remainder Lands, the legal description of the Remainder Lands will be amended

to exclude the most recently registered Phase.

4.2 Ownership

(a) General Description of Ownership of Development Property

The Developer is the registered owner of the Development's Parent Parcel and will be the registered owner of the Development Lands following the registration of the Parent Parcel's Subdivision Plan.

4.3 Existing Encumbrances and Legal Notations

(a) General Description of Legal Notations and Encumbrances

Exhibit I provides a summary of the legal notations and encumbrances that are presently registered (or pending against title) to the Development's Parent Parcel and unless otherwise indicated, may remain registered against title to the Development Lands, the Common Property, or the Strata Lots. **Exhibit I** provides a summary only and purchasers are advised to review the legal notations and encumbrances listed in **Exhibit I** in full.

See section 2.3 and **Exhibit E** for further information about the Statutory Building Scheme.

(b) Discharge of Financial Charges

Each Construction Lender (as defined in section 6.2) will provide a partial discharge of their respective Construction Security (as defined in section 6.2), insofar as it pertains to any particular Strata Lot, within a reasonable period of time after the completion of the sale of such Strata Lot, upon receipt by the respective Construction Lender of a specified or predetermined amount from the proceeds of the sale of such Strata Lot in the ordinary course.

4.4 Proposed Encumbrances

(a) General Description of Proposed Encumbrances

In addition to the legal notations and encumbrances listed in section 4.3, the Developer may register against title to the Development's Parent Parcel, the Development Lands, the Common Property, or the Strata Lots:

- (i) Title Charges required by the Regional District (or any other applicable governmental authority) in connection with the approval of all development, building and occupancy permits in relation to the Development Lands or the development thereof, or in connection with the subdivisions creating the Strata Lots;
- (ii) Title Charges required by the Water Utility, the Sewer Utility, and any other public or private utilities in relation to the Development Lands, or the development thereof, or in connection with the subdivisions creating the Strata Lots;

- (iii) the Statutory Building Scheme (see section 2.3 and **Exhibit E**);
- (iv) the Form P (see section 2.4 and **Exhibit Q**);
- (v) the Irrigation Covenant (which will restrict use of water to no more than 325 imperial gallons per day provided by the Water Utility to a strata lot – see **Exhibit I**);
- (vi) Title Charges providing the Developer with access over the Common Property in connection with the construction of the Development as each Phase of the Final Strata Plan is registered in the Land Title Office;
- (vii) Title Charges over adjacent lands for the benefit of the Development or the Strata Lots;
- (viii) modifications of the Construction Security, or new or alternate Construction Security; and
- (ix) modifications or amendments to any of legal notations or encumbrances contemplated by section 4.3 or this section 4.4.

(b) Defined Terms

For the purposes of this section 4.4, the following terms have the following meanings:

- (i) “**Title Charges**” includes section 218 statutory rights of way, section 219 covenants, easements, restrictive covenants, dedications, rent charges, or other rights or restrictions which may be registered on title or otherwise grant an interest in land.

4.5 Outstanding or Contingent Litigation or Liabilities

(a) General Description of Liabilities

The Developer is not aware of any outstanding or anticipated litigation or liabilities in respect of Development’s Parent Parcel, the Development Lands, the Common Property, the Strata Lots, or against the Developer that may affect the Development, the Strata Corporation, the Strata Lots, or the owners of the Strata Lots.

4.6 Environmental Matters

(b) Crystal Lake

As set out in section 2.1, the Developer will construct Crystal Lake. The Developer advises that Crystal Lake is a man-made body of water intended to be located in the centre of the Development (but outside the legal boundaries of the Development).

5 CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

(a) Estimated Date Range for Commencement and Completion of Construction

The current Commencement and Completion of Construction date for the Strata Lots are set out in the following table:

Phase Number	Actual Date of Commencement of Construction	Estimated Date Range for Commencement of Construction	Actual Date of Completion of Construction	Estimated Date Range for Completion of Construction
1	N/A	March 1, 2023 to May 30, 2023	N/A	July 1, 2023 to September 30, 2023

The foregoing Estimated Date Ranges for the Commencement and Completion of Construction are estimates only, may vary, and are subject to the provisions of the Purchase Agreement entered into by a purchaser.

In particular, depending on governmental approvals, labour and construction schedules, financing arrangements, market conditions and other factors, the Developer may advance the Estimated Date Ranges for the Commencement or Completion of Construction to earlier dates, or delay the Estimated Date Ranges for the Commencement or Completion of Construction to later dates (or any combination of the foregoing from time to time).

(b) Closing Date for Purchase of a Strata Lot

The Estimated Date Range for the Completion of Construction set out above should not be relied upon by purchasers of Strata Lots for determining the closing date of their purchase. The closing date for the purchase and sale of each Strata Lot will be determined in accordance with the Purchase Agreement entered into by the purchaser in respect of such Strata Lot (as described more particularly in section 7) and such closing date may occur sooner or later than the Estimated Date Range for the Completion of Construction set out above.

(c) Defined Terms

For the purposes of this section 5.1, the following terms have the following meanings:

- (i) **“Commencement of Construction”** means the date of commencement of excavation in respect of construction of an improvement that will become part of a Strata Lot within the Development, and where there is no excavation it means the date of commencement of construction of improvement that will become part of the Common Property or a Strata Lot within the Development.

- (ii) **“Completion of Construction”** means the date the Final Strata Plan is deposited in a land title office raising title to the Strata Lots.
- (iii) **“Estimated Date Range”** means a date range, not exceeding three months, for the Commencement of Construction or the Completion of Construction.

5.2 Warranties

(a) No Warranties

The Developer will not provide any construction or other warranties with respect to the Strata Lots.

6 APPROVALS AND FINANCES

6.1 Development Approval

(a) Preliminary Subdivision Review

The Final Strata Plan for Phase 1 of the Development has not yet been deposited in the Land Title Office by the Developer. The Developer has obtained from the Approving Officer for the Regional District a Preliminary Subdivision Review dated May 1, 2023 in respect of each of the following:

- (i) the subdivision of the Development’s Parent Parcel (which will create the Development Lands); and
- (ii) the subdivision of the Development Lands (which will create the Phase 1 Strata Lots).

6.2 Construction Financing

(a) Construction Financing: Policy Statement No. 6 – Phase 1

The Developer has obtained a “satisfactory financing commitment” (as defined in Policy Statement No. 6 and the *Real Estate Development Marketing Act* (British Columbia)) permitting the Developer to fully construct Phase 1 of the Development including all utilities and other services required for Phase 1 (the **“Construction Financing”**) from the Construction Lenders (defined below).

(b) Construction Financing: Lenders

The Developer has obtained Construction Financing from 1213904 B.C. Ltd. and may obtain alternative construction financing from lenders other than or in addition to 1213904 B.C. Ltd. (collectively, the **“Construction Lenders”**).

(c) Construction Financing: Security

In addition to the encumbrances set out in sections 4.3, 4.4 and **Exhibit I**, title to the Development Lands and the Strata Lots may be subject to mortgages and assignments of rent and/or any other security (collectively, the “**Construction Security**”) which is reasonably required by the Construction Lenders, from time to time, in connection with the Construction Financing.

Each Construction Lender will provide a partial discharge of their respective Construction Security, insofar as it pertains to any particular Strata Lot, within a reasonable period of time after the completion of the sale of such Strata Lot, upon receipt by the respective Construction Lender of a specified or predetermined amount from the proceeds of the sale of such Strata Lot in the ordinary course.

7 MISCELLANEOUS**7.1 Deposits**(a) Trustee Holding Deposits

Where required under the *Real Estate Development Marketing Act* (British Columbia), all deposits and other monies received from a purchaser of a Strata Lot will be held by the Developer's lawyers, Leffler Law Office, in trust in the manner required by the *Real Estate Development Marketing Act* (British Columbia) until such time as:

- (i) the subdivision plan creating title to the Strata Lot is deposited in the Land Title Office; and
- (ii) an instrument evidencing the interest of the purchaser in the Strata Lot has been filed for registration in the Land Title Office.

7.2 Purchase Agreement(a) Developer's Form of Purchase Agreement

The Developer will use a contract of purchase and sale substantially in the form attached as **Exhibit G** (collectively, the “**Purchase Agreement**”). Purchasers may have additional opportunities at the time of purchase to include certain further amendments to the Purchase Agreement to deal with particular matters between the Developer and the Purchaser. The Developer also notes that:

- (i) Certain terms in the Purchase Agreement are disclosed in **Exhibit H**.
- (ii) Unless otherwise defined in this Disclosure Statement, each capitalized term used in **Exhibit H** will have the meaning given to it in the Purchase Agreement.

- (iii) The information set out in **Exhibit H** is a summary of certain provisions contained in the Purchase Agreement only. Purchasers are recommended to review **Exhibit G** in its entirety.

7.3 Developer's Commitments

(a) Connection to Domestic Power

At the Developer's election, Purchasers of a Strata Lot may be required to close the purchase and sale of their Strata Lot prior to domestic power being available up to the lot line of their Strata Lot. In order for the Developer to make this election, it must have satisfied the conditions set out in section 34 of the Purchase Agreement. In the event the Developer elects to do so, the Developer will work with B.C. Hydro to ensure domestic power is provided to the Lots as set out in section 3.8(f) of the Disclosure Statement within the time provided for in the Purchase Agreement (the "**Domestic Power Commitment**").

The Developer has not placed any security in connection with the Domestic Power Commitment however, purchasers will be entitled to the Domestic Power Holdback if the Developer is not able to fulfill the Domestic Power Commitment within the time provided in the Purchase Contract, and Buyers may then use the Domestic Power Holdback and work with B.C. Hydro directly to complete the work.

7.4 Other Material Facts

(a) Additional Facts

The Developer is not aware of any other material facts relating to the Development except as set out in this Disclosure Statement.

SIGNATURES

DEEMED RELIANCE

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

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of May 4, 2023.

KV Properties Inc.


Per:

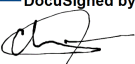
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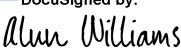
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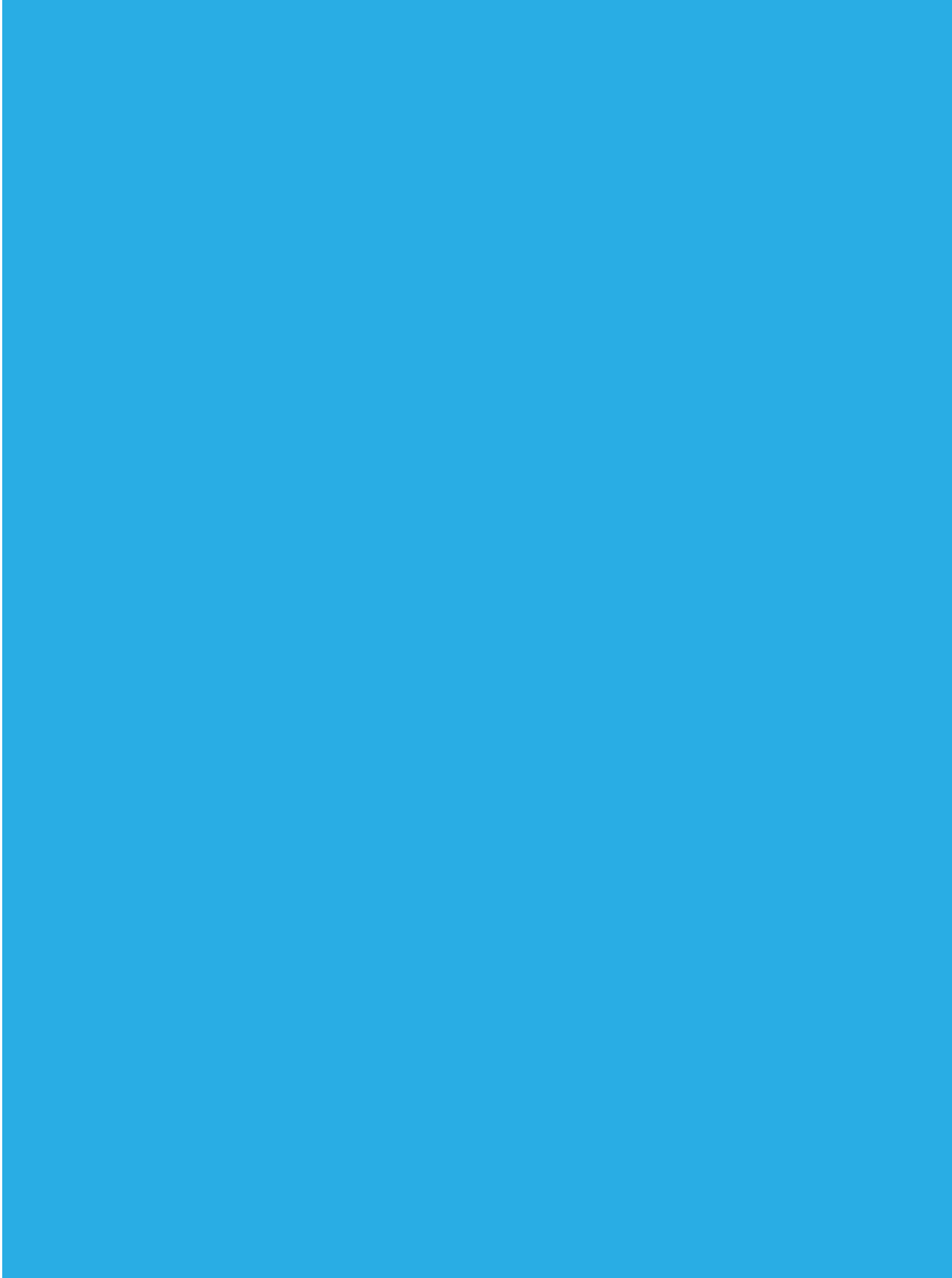


EXHIBIT A



CONSTITUTION

BC Society • Societies Act

NAME OF SOCIETY: **KOOCANUSA VILLAGE COMMUNITY ASSOCIATION**

Incorporation Number: S0060030

Business Number: 80411 6283 BC0001

Filed Date and Time: September 30, 2017 06:52 AM Pacific Time

The name of the Society is KOOCANUSA VILLAGE COMMUNITY ASSOCIATION

The purposes of the Society are:

- a. To plan and promote social events and activities that help develop a sense of belonging, community spirit and goodwill.
- b. To raise funds required to support the ongoing growth and development of all purposes. This includes but is not limited to fund raising, donations, grants and membership fees.
- c. To represent the Kooacanusa Village Community Association members and provide a consolidated voice. This includes but is not limited to relations with developers, governments, government agencies, and neighboring communities and businesses.
- d. To promote, encourage, develop and oversee the operations of a local volunteer fire department.
- e. To promote and encourage the safety, security and protection of all Kooacanusa Village residents and their properties from natural (e.g. fire, wildlife, water levels), local (e.g. speeders), and external influence (e.g. cattle, break in or criminal activity).
- f. To promote awareness of all locally imposed bylaws that contribute to the safety of all residents.
- g. To manage common areas, facilities and access routes within the development area that do not fall within the responsibility of the Strata Corporations and are not serviced by local or regional government.

This society is a member-funded society. It is funded primarily by its members to carry on activities for the benefit of its members. On its liquidation or dissolution, this society may distribute its money and other property to its members.

EXHIBIT A



CONSTITUTION ALTERATION APPLICATION (CHANGE NAME AND PURPOSES)

BC Society • Societies Act

NAME OF SOCIETY: **KOOCANUSA VILLAGE COMMUNITY ASSOCIATION**

Incorporation Number: S0060030

Business Number: 80411 6283 BC0001

Filed Date and Time: September 30, 2017 06:52 AM Pacific Time

SPECIAL RESOLUTION DATE

I, Valerie Kapsha, confirm that the Society passed a Special Resolution to adopt the changes as outlined below.

Special Resolution Date: August 26, 2017

SOCIETY NAME

Current Name:

KOOCANUSA VILLAGE COMMUNITY ASSOCIATION

Previous Name:

SWEETWATER COMMUNITY ASSOCIATION

PURPOSES

- a. To plan and promote social events and activities that help develop a sense of belonging, community spirit and goodwill.
- b. To raise funds required to support the ongoing growth and development of all purposes. This includes but is not limited to fund raising, donations, grants and membership fees.
- c. To represent the Kooacanusa Village Community Association members and provide a consolidated voice. This includes but is not limited to relations with developers, governments, government agencies, and neighboring communities and businesses.
- d. To promote, encourage, develop and oversee the operations of a local volunteer fire department.
- e. To promote and encourage the safety, security and protection of all Kooacanusa Village residents and their properties from natural (e.g. fire, wildlife, water levels), local (e.g. speeders), and external influence (e.g. cattle, break in or criminal activity).
- f. To promote awareness of all locally imposed bylaws that contribute to the safety of all residents.
- g. To manage common areas, facilities and access routes within the development area that do not fall within the responsibility of the Strata Corporations and are not serviced by local or regional government.

MEMBER-FUNDED SOCIETY

This society is a member-funded society. It is funded primarily by its members to carry on activities for the benefit of its members. On its liquidation or dissolution, this society may distribute its money and other property to its members.

EXHIBIT A



CONSTITUTION ALTERATION APPLICATION (CHANGE NAME AND PURPOSES)

BC Society • Societies Act

CERTIFICATION

I, Valerie Kapsha, certify that I have relevant knowledge of the society, and that I am authorized to make this filing.



EXHIBIT A
Bylaws of Kooocanusa Village Community Association
Effective November 17, 2018

PART 1 – DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Bylaws:

“**Act**” means the *Societies Act* of British Columbia as amended from time to time;

“**Board**” means the directors of the Society;

“**Bylaws**” means these Bylaws as altered from time to time.

“**Ordinary Resolution**” means a resolution passed at a general meeting by a simple majority of the votes cast by the voting members, whether cast in person or by proxy

“**Special Resolution**” means a resolution passed at a general meeting by at least 2/3 of the votes cast by the voting members, whether cast in person or by proxy

“**Rent Charge**” is the means by which the Kooocanusa Village Community Association (KVCA) has the ability to apply the value of unpaid membership fees against the title of the associated property.

Definitions in Act apply

1.2 The definitions in the Act apply to these Bylaws.

Conflict with Act or regulations

1.3 If there is a conflict between these Bylaws and the Act or the regulations under the Act, the Act or the regulations, as the case may be, prevail.

PART 2 – MEMBERS

Application for membership

2.1 All residents of Kooocanusa Village are members of the Society. This includes all those who are titled owners of a property, or hold a lease on a property of a duration of not less than one year.

Duties of members

2.2 Every member must uphold the constitution of the Society and must comply with these Bylaws.

EXHIBIT A
Bylaws of Kooconusa Village Community Association
Effective November 17, 2018

Amount of membership dues

- 2.3** The amount of the annual membership dues, if any, must be determined by the Board and must be approved by the membership as a special resolution at a Special or Annual General Meeting.
- a) Membership fees are allocated on a per lot basis. If therefore by example a member owns or leases 2 properties in the development, they are then responsible for 2X the membership fee.
 - b) The exception to this is if a member's primary residence spans multiple side-by-side lots they will then only be required to pay a single fee for that extended property.
 - c) Members who fail to pay their fees shall have the value of their outstanding fees, including related interest, service charges, and applicable late fees, applied to the existing Rent Charge on title in favour of the Kooconusa Village Community Association.
 - d) Other than for the collection of delinquent membership fees, any use of the Rent Charge must be approved by the membership as a special resolution at a General Meeting.

Member not in good standing

- 2.4** A member is not in good standing if the member fails to pay the member's annual membership dues, if any, and the member is not in good standing for so long as those dues remain unpaid. A member not in good standing must pay their dues within 14 days of an upcoming AGM or SGM in order to be reinstated as a member in good standing for the meeting.

Member not in good standing may not vote

- 2.5** A voting member who is not in good standing
- (a) may not vote at a general meeting, and
 - (b) is deemed not to be a voting member for the purpose of consenting to a resolution of the voting members.

Termination of Membership

- 2.6** Membership in the Society automatically terminates when a person is no longer a titled owner of a property, or holds a lease on a property of a duration of not less than one year.

PART 3 – GENERAL MEETINGS OF MEMBERS

EXHIBIT A
Bylaws of Kooacanusa Village Community Association
Effective November 17, 2018

Time and place of general meeting

3.1 A general meeting must be held at the time and place the Board determines.

Ordinary business at general meeting

3.2 At a general meeting, the following business is ordinary business

- (a) adoption of rules of order;
- (b) consideration of any financial statements of the Society presented to the meeting;
- (c) consideration of the reports, if any, of the directors or auditor;
- (d) election or appointment of directors;
- (e) appointment of an auditor, if any;
- (f) business arising out of a report of the directors not requiring the passing of a special resolution.

Notice of special business

3.3 A notice of a general meeting must state the nature of any business, other than ordinary business, to be transacted at the meeting in sufficient detail to permit a member receiving the notice to form a reasoned judgment concerning that business.

Chair of general meeting

3.4 The following individual is entitled to preside as the chair of a general meeting:

- (a) the individual, if any, appointed by the Board to preside as the chair;
- (b) if the Board has not appointed an individual to preside as the chair or the individual appointed by the Board is unable to preside as the chair,
 - (i) the president,
 - (ii) the vice-president, if the president is unable to preside as the chair, or
 - (iii) one of the other directors present at the meeting, if both the president and vice-president are unable to preside as the chair.

Alternate chair of general meeting

EXHIBIT A
Bylaws of Kooacanusa Village Community Association
Effective November 17, 2018

3.5 If there is no individual entitled under these Bylaws who is able to preside as the chair of a general meeting within 15 minutes from the time set for holding the meeting, the voting members who are present must elect an individual present at the meeting to preside as the chair.

Quorum required

3.6 Business, other than the election of the chair of the meeting and the adjournment or termination of the meeting, must not be transacted at a general meeting unless a quorum of voting members is present.

Quorum for general meetings

3.7 The quorum for the transaction of business at a general meeting is 25% of the total number of voting members in good standing, voting in person or by proxy.

Lack of quorum at commencement of meeting

3.8 If, within 30 minutes from the time set for holding a general meeting, a quorum of voting members is not present,

- (a) in the case of a meeting convened on the requisition of members, the meeting is terminated, and
- (b) in any other case, the meeting stands adjourned to the same day in the next week, at the same time and place, and if, at the continuation of the adjourned meeting, a quorum is not present within 30 minutes from the time set for holding the continuation of the adjourned meeting, the voting members who are present constitute a quorum for that meeting.

If quorum ceases to be present

3.9 If, at any time during a general meeting, there ceases to be a quorum of voting members present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.

Adjournments by chair

3.10 The chair of a general meeting may, or, if so directed by the voting members at the meeting, must, adjourn the meeting from time to time and from place to place, but no business may be transacted at the continuation of the adjourned meeting other than business left unfinished at the adjourned meeting.

Notice of continuation of adjourned general meeting

EXHIBIT A
Bylaws of Koocanusa Village Community Association
Effective November 17, 2018

3.11 It is not necessary to give notice of a continuation of an adjourned general meeting or of the business to be transacted at a continuation of an adjourned general meeting except that, when a general meeting is adjourned for 30 days or more, notice of the continuation of the adjourned meeting must be given.

Order of business at general meeting

3.12 The order of business at a general meeting is as follows:

- (a) elect an individual to chair the meeting, if necessary;
- (b) determine that there is a quorum;
- (c) approve the agenda;
- (d) approve the minutes from the last general meeting;
- (e) deal with unfinished business from the last general meeting;
- (f) if the meeting is an annual general meeting,
 - (i) receive the directors' report on the financial statements of the Society for the previous financial year, and the auditor's report, if any, on those statements,
 - (ii) receive any other reports of directors' activities and decisions since the previous annual general meeting,
 - (iii) elect or appoint directors, and
 - (iv) appoint an auditor, if any;
- (g) deal with new business, including any matters about which notice has been given to the members in the notice of meeting;
- (h) terminate the meeting.

Methods of voting

3.13 At a general meeting, voting must be by a show of hands, an oral vote or another method that adequately discloses the intention of the voting members, except that if, before or after such a vote, 2 or more voting members request a secret ballot or a secret ballot is directed by the chair of the meeting, voting must be by a secret ballot.

- a) A member in good standing present in person or by proxy at a meeting of members is entitled to one vote.

Announcement of result

EXHIBIT A
Bylaws of Kooacanusa Village Community Association
Effective November 17, 2018

3.14 The chair of a general meeting must announce the outcome of each vote and that outcome must be recorded in the minutes of the meeting.

Proxy voting is permitted

3.15 Voting by proxy is permitted and may be submitted by mail, e-mail or in person.

Matters decided at general meeting by ordinary resolution

3.16 A matter to be decided at a general meeting must be decided by ordinary resolution unless the matter is required by the Act or these Bylaws to be decided by special resolution or by another resolution having a higher voting threshold than the threshold for an ordinary resolution.

Fiscal Year

3.17 The Fiscal year for the Society shall be January 1 to December 31. Budget planning and financial reporting at an AGM will be based on this time frame.

PART 4 – DIRECTORS

Number of directors on Board

4.1 The Society must have no fewer than 3 and no more than 11 directors. A minimum of one person from each community area (IE each Strata or RV community) must be elected as a director.

Election or appointment of directors

4.2 At each annual general meeting, the voting members entitled to vote for the election or appointment of directors must elect or appoint the Board.

Directors may fill casual vacancy on Board

4.3 The Board may, at any time, appoint a member as a director to fill a vacancy that arises on the Board as a result of the resignation, death or incapacity of a director during the director's term of office.

Term of appointment of director filling casual vacancy

4.4 A director appointed by the Board to fill a vacancy ceases to be a director at the end of the unexpired portion of the term of office of the individual whose departure from office created the vacancy.

EXHIBIT A
Bylaws of Kooacanusa Village Community Association
Effective November 17, 2018

PART 5 – DIRECTORS’ MEETINGS

Calling directors’ meeting

5.1 A directors’ meeting may be called by the president or by any 2 other directors.

Notice of directors’ meeting

5.2 At least 2 days’ notice of a directors’ meeting must be given unless all the directors agree to a shorter notice period.

Proceedings valid despite omission to give notice

5.3 The accidental omission to give notice of a directors’ meeting to a director, or the non-receipt of a notice by a director, does not invalidate proceedings at the meeting.

Conduct of directors’ meetings

5.4 The directors may regulate their meetings and proceedings as they think fit.

Quorum of directors

5.5 The quorum for the transaction of business at a directors’ meeting is a majority of the directors.

PART 6 – BOARD POSITIONS

Election or appointment to Board positions

6.1 Directors must be elected or appointed to the following Board positions, and a director, other than the president, may hold more than one position:

- (a) president;
- (b) vice-president;
- (c) secretary;
- (d) treasurer.

Directors at large

EXHIBIT A
Bylaws of Kooacanusa Village Community Association
Effective November 17, 2018

6.2 Directors who are elected or appointed to positions on the Board in addition to the positions described in these Bylaws are elected or appointed as directors at large.

Role of president

6.3 The president is the chair of the Board and is responsible for supervising the other directors in the execution of their duties.

Role of vice-president

6.4 The vice-president is the vice-chair of the Board and is responsible for carrying out the duties of the president if the president is unable to act.

Role of secretary

6.5 The secretary is responsible for doing, or making the necessary arrangements for, the following:

- (a) issuing notices of general meetings and directors' meetings;
- (b) taking minutes of general meetings and directors' meetings;
- (c) keeping the records of the Society in accordance with the Act;
- (d) conducting the correspondence of the Board;
- (e) filing the annual report of the Society and making any other filings with the registrar under the Act.

Absence of secretary from meeting

6.6 In the absence of the secretary from a meeting, the Board must appoint another individual to act as secretary at the meeting.

Role of treasurer

6.7 The treasurer is responsible for doing, or making the necessary arrangements for, the following:

- (a) receiving and banking monies collected from the members or other sources;
- (b) keeping accounting records in respect of the Society's financial transactions;
- (c) preparing the Society's financial statements;
- (d) making the Society's filings respecting taxes.

EXHIBIT A
Bylaws of Kooacanusa Village Community Association
Effective November 17, 2018

PART 7 – REMUNERATION OF DIRECTORS AND SIGNING AUTHORITY

Remuneration of directors

7.1 These Bylaws do not permit the Society to pay to a director remuneration for being a director, but the Society may, subject to the Act, pay remuneration to a director for services provided by the director to the Society in another capacity.

Signing authority

- 7.2** A contract or other record to be signed by the Society must be signed on behalf of the Society
- (a) by the president, together with one other director,
 - (b) if the president is unable to provide a signature, by the vice-president together with one other director,
 - (c) if the president and vice-president are both unable to provide signatures, by any 2 other directors, or
 - (d) in any case, by one or more individuals authorized by the Board to sign the record on behalf of the Society.

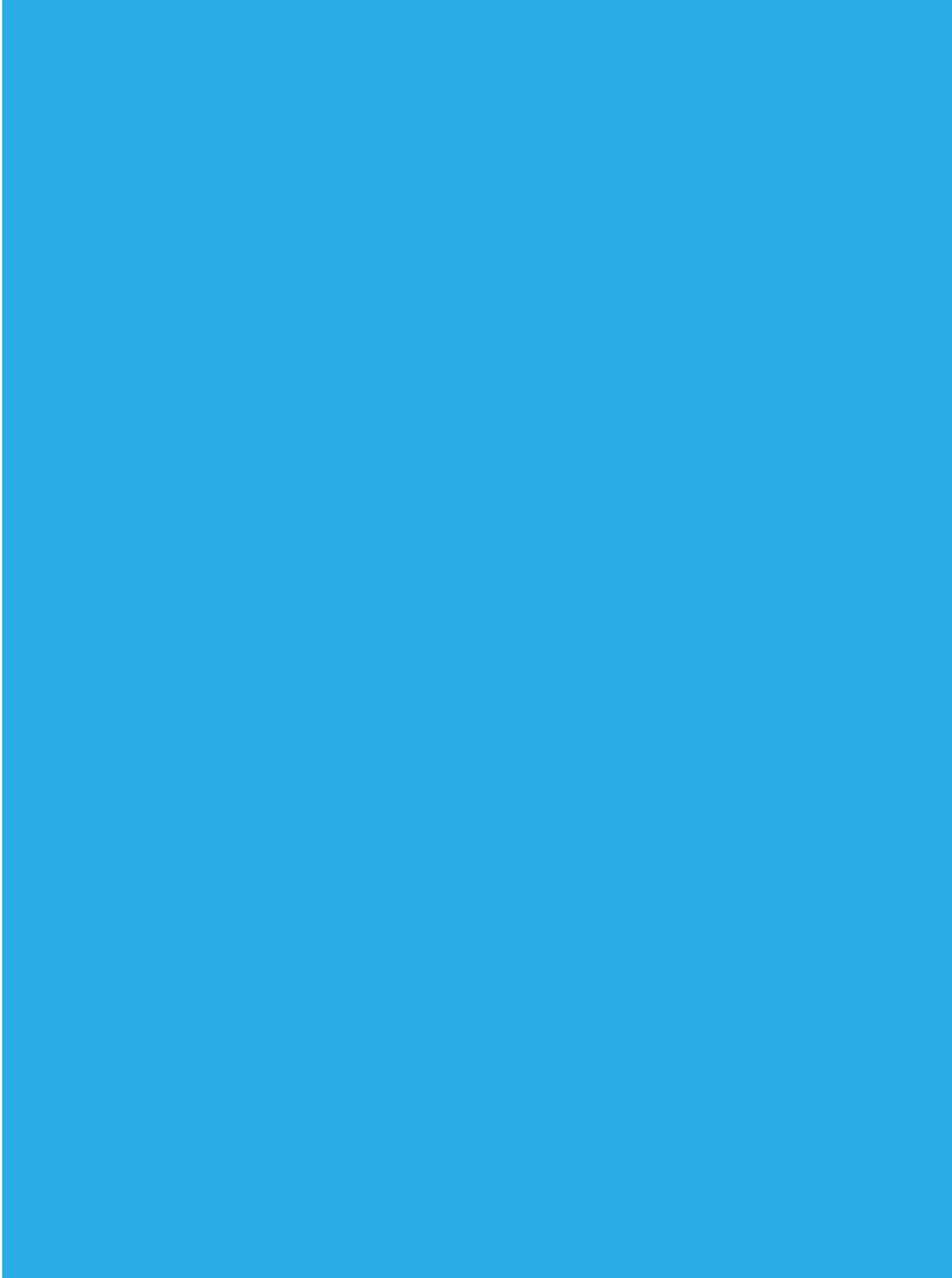


EXHIBIT B

Status: Registered

Doc #: CA2651891

RCVD: 2012-07-11 RQST: 2020-02-05 16.53.29

FORM_C_V18 (Charge)

KAMLOOPS LAND TITLE OFFICE

Jul-11-2012 16:32:43.003

CA2651891

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

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.juricert.com/
LKUP.cfm?id=7STYS3
Date: 2012.07.11 14:59:51 -08'00'

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.

EXHIBIT B

Status: Registered

Doc #: CA2651891

RCVD: 2012-07-11 RQST: 2020-02-05 16.53.29

FORM_E_V18

**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

EXHIBIT B

Status: Registered

Doc #: CA2651891

RCVD: 2012-07-11 RQST: 2020-02-05 16.53.29

FORM_E_V18

**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 of 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.

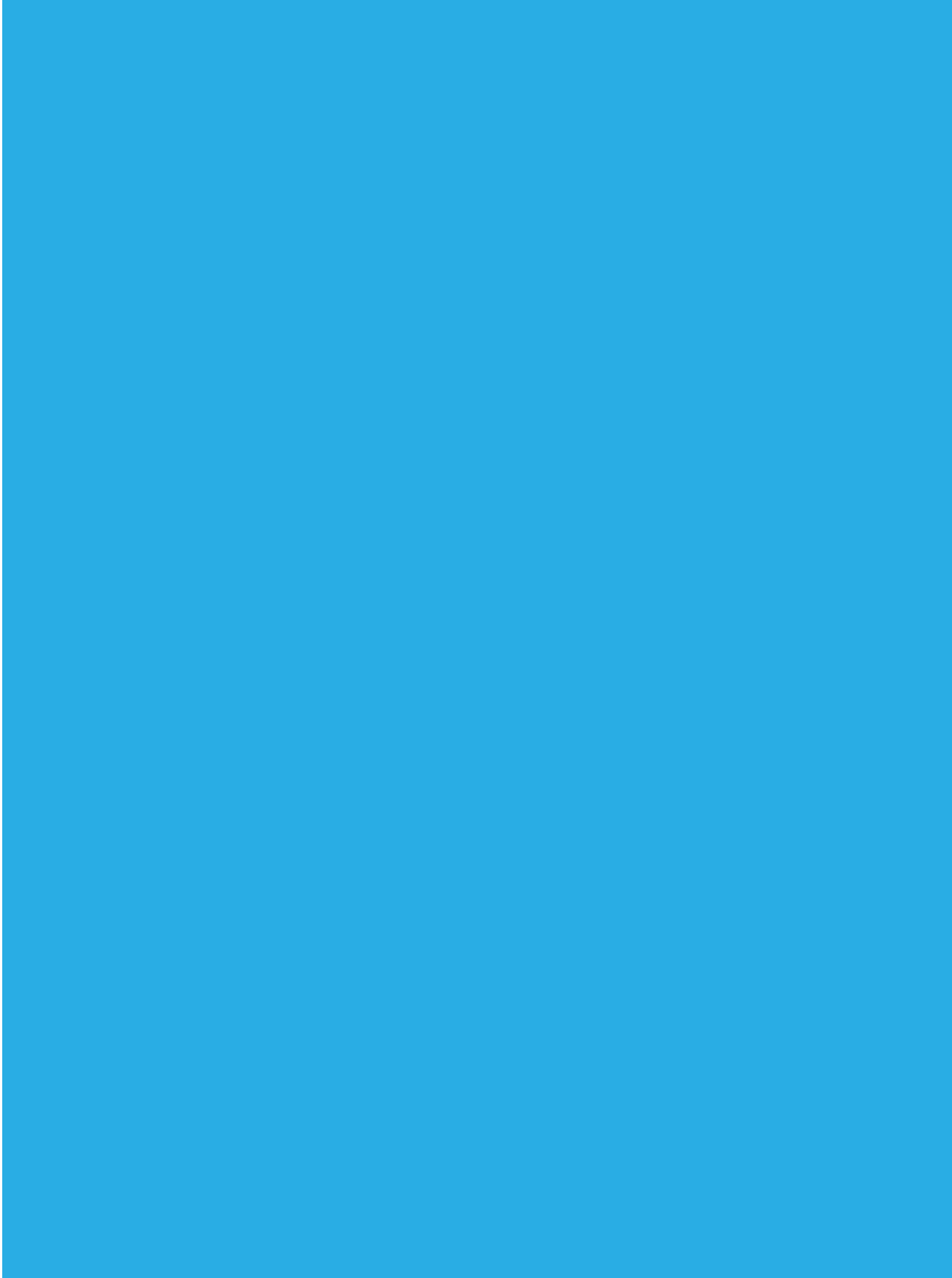


EXHIBIT C

**Koocanusa Village Community Association
2022 Budget**

Annual Strata Fees \$100.00

	2022 - Proposed Budget	2022 - Actual - YTD Spend	2021 Approved Budget
Income			
Membership Fees (includes pro-rated fees)	20,900.00	22,055.00	18,600.00
Interest - Income	300.00	82.94	300.00
TOTAL INCOME	21,200.00	22,137.94	18,900.00
Other Income			
Insurance Rebate		165.00	
TOTAL OTHER INCOME		165.00	
Grants			
Grant - Heritage	2,800.00	2,100.00	2,800.00
Grant - Fire Smart			500.00
TOTAL GRANTS	2,800.00	2,100.00	3,300.00
OPERATING EXPENSES			
Events			
Events - Donation to Golf Tournament	200.00		200.00
Events - Fireworks (Canada Day)	2,800.00	3,266.52	
Events - Fire Smart Work Day Education			500.00
TOTAL EVENTS	3,000.00	3,266.52	700.00
Fire and Safety			
First Aid Equipment & PPE	1,000.00		1,000.00
Fire Fighting Equipment - January Board Approval			9,225.00
Truck Insurance and Registration	500.00		1,200.00
Inspection, Service, Parts & Fuel	1,500.00	391.16	1,500.00
Other (Alarm System Upgrades)			355.00
Monthly Notification System			350.00
TOTAL FIRE AND SAFETY	3,000.00	391.16	13,630.00
General			
Legal Fees	500.00		500.00
Licences , Permits and Government Fees, Etc	100.00		100.00
TOTAL GENERAL	600.00	0.00	600.00
Grounds Maintenance and Upkeep			
Equipment Upkeep	750.00		750.00
TOTAL GROUNDS MAINTENANCE AND UPKEEP	750.00	0.00	750.00
Community Initiatives			
Community Initiatives			
Fridge Magnets (F&S)? Or community Sign?			500.00
Pre Purchase Logo Clothing			
TOTAL COMMUNITY INITIATIVES	0.00	0.00	500.00
Office Expenses			
Bank Service Charges	250.00	55.00	250.00
Website Upkeep			
Quickbooks / Accounting services	1,100.00	667.80	
Insurance (D&O, Commercial Liability)	6,500.00	6,491.87	5,600.00
Supplies, Cheques, Paper, Ink etc	150.00		150.00
Accountant Review (Annual)	1,500.00	1,690.50	1,500.00
TOTAL OFFICE EXPENSES	9,500.00	8,905.17	7,500.00
TOTAL INCOME	24,000.00	24,402.94	22,200.00
TOTAL OPERATING EXPENSES	16,850.00	12,562.85	23,680.00
NET INCOME (DEFICIT)	7,150.00	11,840.09	(1,480.00)

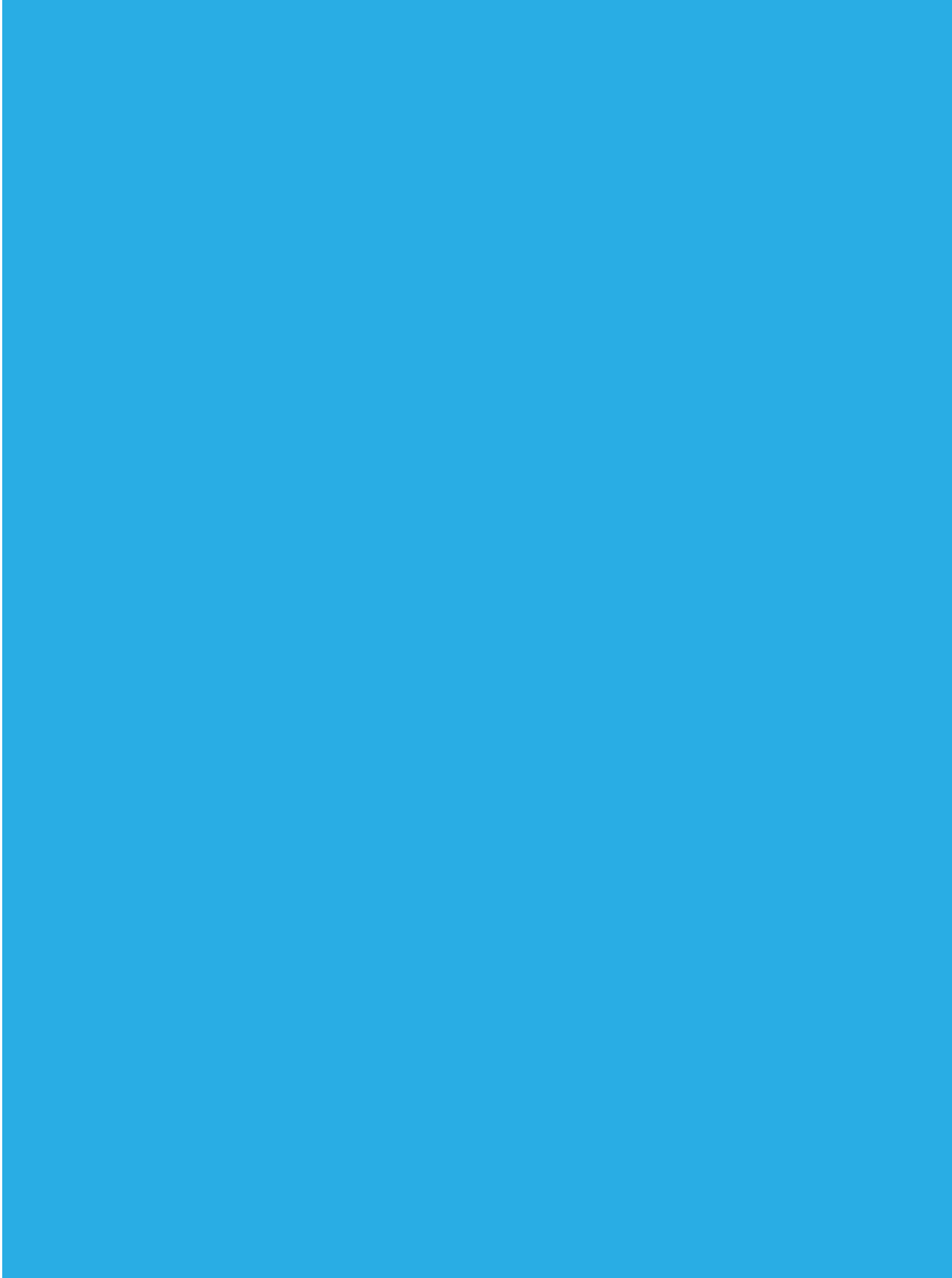


EXHIBIT D

4.04 SINGLE FAMILY RESIDENTIAL – MEDIUM LOT ZONE: R-1(B)

(1) Permitted Uses

Within the R-1(B) zone, the following uses are permitted:

(a) *Single family dwelling.*

(2) Accessory Uses

(a) *Home based business;*

(b) *Secondary suite;*

(c) *Uses, buildings and structures accessory to a permitted use.*

(3) Regulations

In the R-1(B) zone, no *building* or *structure* may be constructed or placed and no plan of subdivision approved which contravenes the regulations contained in the table below. Column 1 identifies the matter to be regulated. Column 2 establishes the regulations.

COLUMN 1	COLUMN 2
(a) Minimum <i>parcel</i> size:	570 m ²
(b) Minimum <i>setbacks</i> :	
<i>Principal buildings and structures</i> from:	
▪ <i>front parcel line</i> adjacent to an <i>access route</i>	2.0 m
▪ <i>front parcel</i> adjacent to a <i>highway</i>	4.5 m
▪ <i>rear parcel line</i>	6.0 m
▪ <i>interior side parcel line</i>	1.5 m
▪ <i>exterior side parcel line</i>	4.5 m
▪ <i>side parcel line</i> when abutting P-2 zone	5.0 m
<i>Accessory buildings and structures</i> from:	
▪ <i>front parcel line</i> adjacent to an <i>access route</i>	2.0 m
▪ <i>front parcel line</i> adjacent to a <i>highway</i>	4.5 m
▪ <i>rear parcel line</i>	1.5 m
▪ <i>interior side parcel line</i>	1.5 m
▪ <i>exterior side parcel line</i>	4.5 m
▪ <i>side parcel line</i> when abutting P-2 zone	5.0 m
(c) Maximum <i>height</i> for:	
<i>Principal buildings and structures</i>	10.0 m
<i>Accessory buildings and structures</i>	7.0 m
(d) Maximum <i>parcel coverage</i> :	35%

(4) Other Regulations

(a) No horizontal dimension of a *principal building*, not including an addition or non rectangular *building* shall be less than 5.5 m

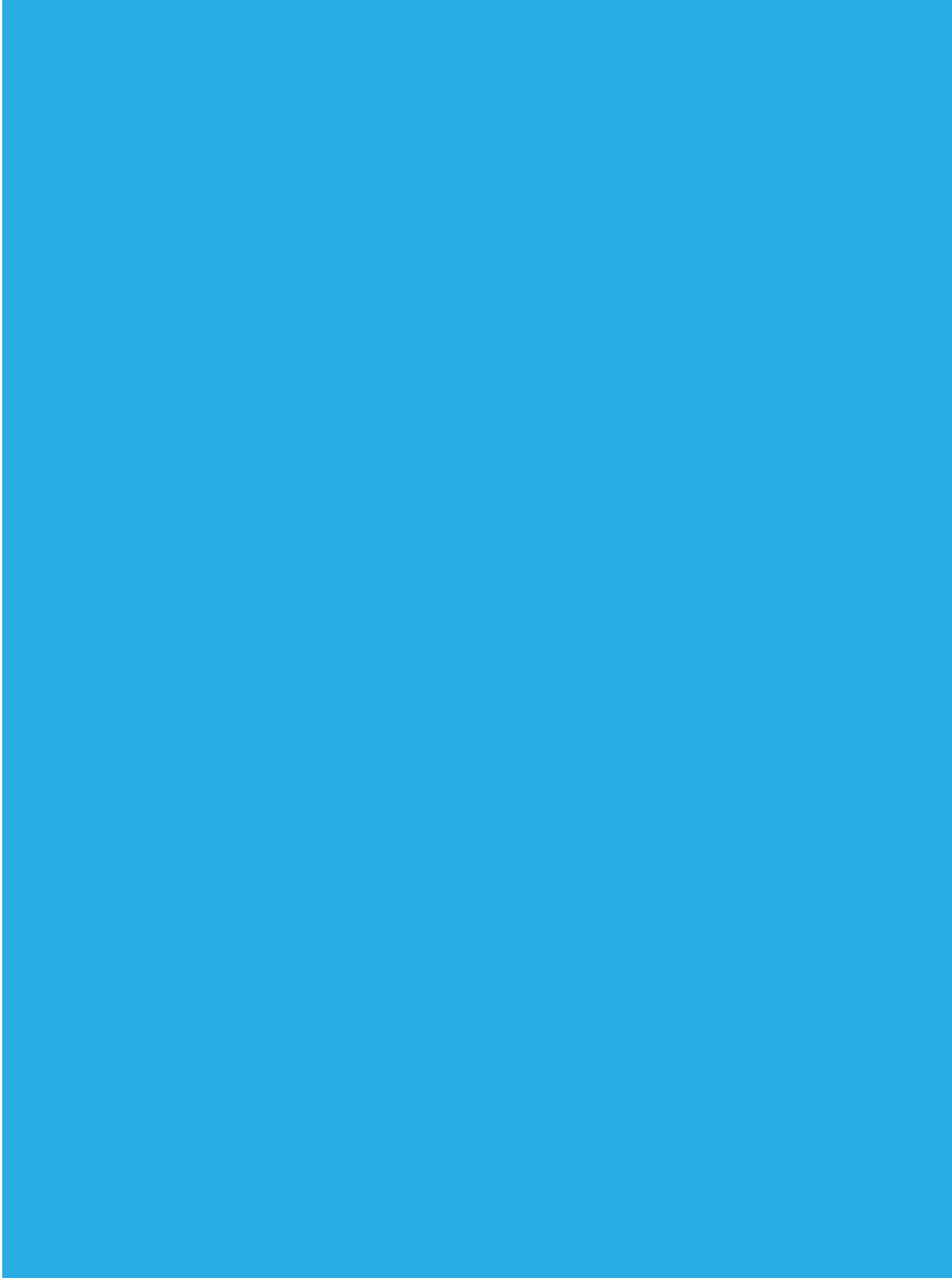


EXHIBIT E

SCHEDULE A SCHEDULE OF RESTRICTIONS CRYSTAL LAKE

1. For the purposes of this Building Scheme, the following terms will have following meanings:
 - (a) **“Approval”** or **“Approved”** means the Design Review Coordinator’s written approval of the Plans and Specifications for the Improvements to be constructed on the Lands in accordance with the Building Scheme;
 - (b) **“Approval Date”** means the date of the Approval;
 - (c) **“Design Review Coordinator”** means:
 - i. the Developer; or
 - ii. an assignee or designated agent of the Developer as the Developer may elect in writing from time to time (the **“Agent”**); or
 - iii. following the written resignation, dissolution, or inability of the Developer or the Agent to continue acting as the Design Review Coordinator,
 - a) such entity or individual as may be appointed collectively by the Strata Corporation;
or
 - b) such entity or individual as may be appointed pursuant to a Court Order.
 - (d) **“Building Scheme”** means collectively, the Form 35, the restrictions set out in this Schedule A;
 - (e) **“Crystal Lake Lands”** means Lots 1 – __, all in Plan EPS_____;
 - (f) **“Construction Damage”** means without limitation, any and all damage caused to the Crystal Lake Lands and Improvements located on the Crystal Lake Lands including damage caused by the Owner or the Owner’s agents, contractors, workers, employees and guests regardless of whether the damage was caused intentionally, negligently, willfully, or recklessly;
 - (g) **“Developer”** means KV Properties Inc.;
 - (h) **“Form 35”** means the Form 35 Declaration of Building Scheme which accompanies this Schedule A;
 - (i) **“Improvement”** means any building, structure, or landscaping located on a Lot including without limitation the excavation, removal, addition, or modification of or to any soil, gravel, water, trees, vegetation, or ground cover but does not include minor changes to landscaping on a Lot which: (i) are consistent with this Building Scheme; and, (ii) are undertaken after an Owner has Substantially Completed and received an occupancy permit in respect of the principal building on the Lot;

EXHIBIT E

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- (j) **“Lands”** mean those lands set out in the Form 35;
 - (k) **“Lot”** means any single lot comprising the Crystal Lake Lands;
 - (l) **“Materials”** means all plans, specifications, drawings, and renderings, together with any other documents, materials, or samples reasonably required by the Design Review Coordinator;
 - (m) **“Owner”** means the registered owner of the Lot shown on the title to the Lot in the Land Title Office from time to time, and includes all beneficial owners of the Lot from time to time;
 - (n) **“Plans and Specifications”** means the Materials to be prepared by the Owner in accordance with this Building Scheme and submitted to the Design Review Coordinator for review and approval by the Design Review Coordinator in accordance with this Building Scheme;
 - (o) **“Substantial Completion”** and **“Substantially Complete”** mean completed to such an extent such that the Improvement, or a substantial part of it, is ready for use or is being used for its intended purpose; and
 - (p) **“Swimming Pool”** means any structure or construction intended primarily for recreation that is capable of being filled with water to a depth of 0.6 meters or greater but does not include a factory built hot tub.
2. No Improvement on a Lot will be commenced, constructed, installed, modified, or repaired by an Owner, and no building permit will be applied for in respect of a Lot, without the Owner first:
- (a) providing the Design Review Coordinator with the Plans and Specifications of the Improvements in accordance with this Building Scheme, including payment of the design review fee;
 - (b) having the Plans and Specifications reviewed by the Design Review Coordinator for the purpose of determining whether the Plans and Specifications comply with this Building Scheme;
 - (c) obtaining the Design Review Coordinator’s Approval; and
 - (d) complying with the requirements of this Building Scheme.
3. The Owner will not:
- (a) submit Plans and Specifications to the Design Review Coordinator which fail to comply with the form and content required by the Design Review Coordinator;
 - (b) alter or modify the Plans and Specifications once Approved without the further written approval of the Design Review Coordinator;
 - (c) construct Improvements which are not in accordance with the Design Review Coordinator’s Approval and this Building Scheme;

EXHIBIT E

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- (d) substantially alter, modify, or repair any Improvements once Substantially Complete without first obtaining Approval for such alterations, modifications, or repairs in accordance with this Building Scheme;
- (e) in the event the Owner has not yet obtained an occupancy permit in respect of the Improvements, prevent or restrict the Design Review Coordinator from entering onto the Lot during regular business hours for the purposes of reviewing site conditions or determining compliance with and enforcing this Building Scheme;
- (f) in the event the Owner has obtained an occupancy permit in respect of the Improvements, prevent or restrict the Design Review Coordinator from entering onto the Lot during regular business hours, upon reasonable notice to the Owner, for the purposes of reviewing site conditions or determining compliance with and enforcing this Building Scheme; and
- (g) cause Construction Damage or permit Construction Damage to occur during the course of construction of the Owner's Improvements.

4. Without limiting the other restrictions in this Building Scheme:

New Materials

- (a) no Improvement will be constructed with used materials (except where used materials are used for decorative or aesthetic effect);
- (b) no used structures will be relocated to or placed on a Lot;

Grading

- (c) grading on a Lot will not be finished in a manner other than with rounded sloped transitions;
- (d) grading on a Lot will not be finished in a manner which negatively affects the Crystal Lake Lands;
- (e) grading on driveways will not exceed 4%;

Driveways

- (f) no Lot will have more than one driveway;
- (g) no driveway will exceed the width of the garage located on the Lot;
- (h) no driveway will be constructed within 1.5 metres from the side property lines of the Lot;
- (i) no building material for driveways will be permitted except for the following:
 - i. exposed aggregate concrete;
 - ii. stamped concrete;
 - iii. brick pavers;

EXHIBIT E

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- iv. concrete; or
- v. asphalt.

(j) no driveway will be constructed of gravel or grass-crete;

Building Finishes

- (k) no building material will be permitted for the walls of a principal building other than:
- i. natural stone;
 - ii. round log;
 - iii. square log;
 - iv. wood shingle;
 - v. wood siding;
 - vi. fiber cement lap siding;
 - vii. fiber cement board & batten siding;
 - viii. fiber cement shingle
 - ix. high-density wood composite board;
 - x. wood board and batten;
 - xi. artificial stone, provided it has the appearance of natural stone and provided the colour and tone is native to the Lake Kooconusa area;
 - xii. acrylic stucco; or
 - xiii. slop dash stucco;
- (l) no principal building will use the following materials for exterior wall treatments:
- i. concrete;
 - ii. brick;
 - iii. plywood;
 - iv. aluminum (except for appropriate accenting); or
 - v. plastic siding;
- (m) no Improvement will use material which is reflective (including glazing);
- (n) unless expressly provided for in this Building Scheme, no Improvement will have an exterior finish of bright or bold colours such as red, green and yellow;

Garages

- (o) no principal building will be permitted unless constructed with an enclosed garage;
- (p) no garage will provide parking for less than two standard size vehicles;
- (q) no garage doors will be constructed of materials other than:
- i. wood;
 - ii. insulated metal;

EXHIBIT E

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- (r) no garage doors will be constructed unless they include one of more of the following features, which features must accord with the exterior finish of the principal building:
 - i. molding;
 - ii. panel detail;
 - iii. paint;
 - iv. stain;
- (s) no garage doors will be constructed of plastic or un-insulated metal;
- (t) no garage doors will have an exterior finish other than paint or stain;
- (u) no insulated garage doors will have an exterior finish other than paint in a dark colour which accords with the exterior finish of the principal building;
- (v) no garage will be constructed which exceeds 24 inches from the top of the garage door to the bottom of the above fascia will be finished without an architectural feature which accords with exterior finish of the principal building;

Roofs

- (w) no roofs will be constructed other than roofs which:
 - i. are predominately sloped;
 - ii. reduce the appearance of building massing;
 - iii. have a minimum pitch of 3/12; and
 - iv. have a minimum overhang which meets the following requirements:
 - a) 30 inch overhang for roof pitch between 3/12 to 7/12;
 - b) 24 inch overhang for roof pitch between 7/12 to 9/12;
 - c) 18 inch overhang for roof pitch greater than 9/12;
 - v. use cladding of the following types:
 - a) asphalt shingles with raised ridges and cut and flashed or woven valleys and which are rated for a minimum life span of not less than 40 years;
 - b) concrete tile with butt and flashed fascia;
 - c) composite material which emulate natural wood shakes; or
 - d) non-reflective standing seam metal;
 - vi. use cladding of the following colours:
 - a) asphalt shingles which are dark earth-toned in colour;
 - b) metal roofs which are dark earth-toned in colour; or
 - c) composite material which emulate natural wood colour;
- (x) no roof will be clad in any material that is red, green, blue, white or silver;
- (y) no roof will be clad in unfinished metal;
- (z) no mechanical equipment, vents, flashing, or other accessories located on roofs will have a colour other than natural earth tone which accords with the colour of the roof;

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Entry and Front Façade

- (aa) no principal building will have a front façade which incorporates fewer than two distinct exterior wall treatments;
- (bb) no principal building will be constructed which does not incorporate a front entry or porch that provides a transition from the front yard to the dwelling;
- (cc) no front entry or porch will be constructed which is not raised from adjacent grading;
- (dd) no front entry or porch will include protective barriers or railings other than those which incorporate square or turned spindles;
- (ee) no front entry or porch will include pony-walls with exterior finishing other than exterior finishing which accords with the exterior of the principal building;
- (ff) no front entry or porch will include glass panels;

Soffit and Fascia

- (gg) no soffit will be permitted other than:
 - i. wood or fiber cement soffit which is natural in colour, or stained or painted earth-toned in colour;
 - ii. pre-finished metal soffits which is black or dark earth-toned in colour;
- (hh) no fascia will be permitted other than:
 - i. wood or fiber cement fascia which is natural in colour, or stained or painted earth-toned in colour;
 - ii. prefinished metal fascia which is black or dark earth toned colours;

Chimneys

- (ii) no chimneys will be permitted other than chimneys which:
 - i. are clad in stone, shingle or similar material for the full length of the chimney; and
 - ii. have flues contained within the chimney structure (except for direct vent-gas fireplaces which must not be located in a conspicuous location);

Windows and Doors

- (jj) no windows will be permitted other than windows which:
 - i. are constructed of wood, vinyl, or finished metal;
 - ii. are constructed of non-reflective material (including non-reflective glazing);
 - iii. if wood, are natural in colour with protective sealant or stained or painted in a earth-toned in colour;
 - iv. if metal, are factory finished in earth-toned colours;

EXHIBIT E

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- v. if vinyl, are factory finished in earth-toned colours;
- vi. have frames or structures which are earth-toned in colour; or
- vii. if they have shutters, are sized to the window they cover and are operable (or appear operable) and are constructed of wood or similar high-quality material;

Decks, Patios and Porches

- (kk) no deck, patio, or porch may have exposed or visible pressure treated lumber;

Exterior Lighting

- (ll) no exterior lights are permitted other than:
 - i. low intensity non-glare fixtures;
 - ii. covered light fixtures;
 - iii. downward facing fixtures; and
 - iv. dark sky compliant

Building Accessories

- (mm) no more than one accessory building will be permitted on the Lot;
- (nn) no accessory buildings are permitted other than accessory buildings which are:
 - i. constructed of material and exterior finishes which accord with the principal building; and
 - ii. consistent with residential purposes;
- (oo) no accessory building is permitted which has an exterior finish made of:
 - i. metal;
 - ii. fabric; or
 - iii. vinyl siding;
- (pp) no exterior antennae of any style or purpose are permitted;
- (qq) no satellite dishes are permitted other than one satellite dish which:
 - i. is no greater than 750mm in diameter; and
 - ii. located in an inconspicuous location;
- (rr) no fixed awnings are permitted;
- (ss) no exterior mechanical equipment (including HVAC equipment) is permitted other than mechanical equipment which:
 - i. is screened from view and located to minimize visibility from adjacent Lots; and
 - ii. is not located within 1.8m from the front corners of the principal building;
- (tt) no "in-window" or "through-wall" air conditioners are permitted;

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- (uu) no exterior propane storage tanks are permitted unless screened from view from other Lots within the Development.

Excavation / Landscaping

- (vv) no removal of soil, gravel, trees, vegetation, ground cover or other natural features will be carried out at any time except in accordance with this Building Scheme;
- (ww) no Lot will have landscaping other than landscaping which:
 - i. is fully finished from the front of the principal building to the edge of the frontage road;
 - ii. if sodded lawn is used, is mowed and maintained on a regular basis;
 - iii. if incorporating coniferous trees, will be a minimum 2.4 meters in height when planted;
 - iv. if incorporating deciduous trees, will be a minimum of 50 mm caliper when planted; and
 - v. limits the use of stone or wood mulches to planting beds (or the area within the principal building's drip line);

Swimming Pools, Hot Tubs, and Water Features

- (xx) no Swimming Pools are permitted;
- (yy) no hot tubs are permitted other than hot tubs which are located in an inconspicuous location which does not interfere with the use and enjoyment of the Crystal Lake Lands;

Retaining Walls

- (zz) no retaining wall may be constructed of:
 - i. irregular dumped rock;
 - ii. non-faced cast in place concrete;
 - iii. treated timber; or
 - iv. railway ties;

Fencing

- (aaa) no fencing is permitted within the front yard of the Lot;
- (bbb) no fencing is permitted within the side and rear yards of the Lot other than fencing which is set-back at least 1.8m from the rear corners of the Lot;
- (ccc) no fencing is permitted other than fencing which:
 - i. is consistent among the fencing within the Lot;
 - ii. is no greater than 1.2m in height; and
 - iii. is not solid panel;

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Utilities

(ddd) no power, telephone, water, sewer, television, or other similar utilities will be located on a Lot unless they are installed underground;

Screening

(eee) no boat, boat trailer, recreational vehicle (RV), camper trailer, machinery, equipment (whether motorized or not), or unlicensed vehicles will be permitted to be parked or stored on a Lot except within wholly enclosed structures, buildings or garages, or behind screening;

(fff) no visible billboard, placard, advertising, or signage of any kind will be permitted on a Lot except "for sale" signs;

Construction

(ggg) no construction trailers, field offices, or similar equipment will be permitted on a Lot other than tool trailers as required by trades to conduct their work;

(hhh) no construction garbage will be stored or disposed of except in disposal bins located on a Lot; and

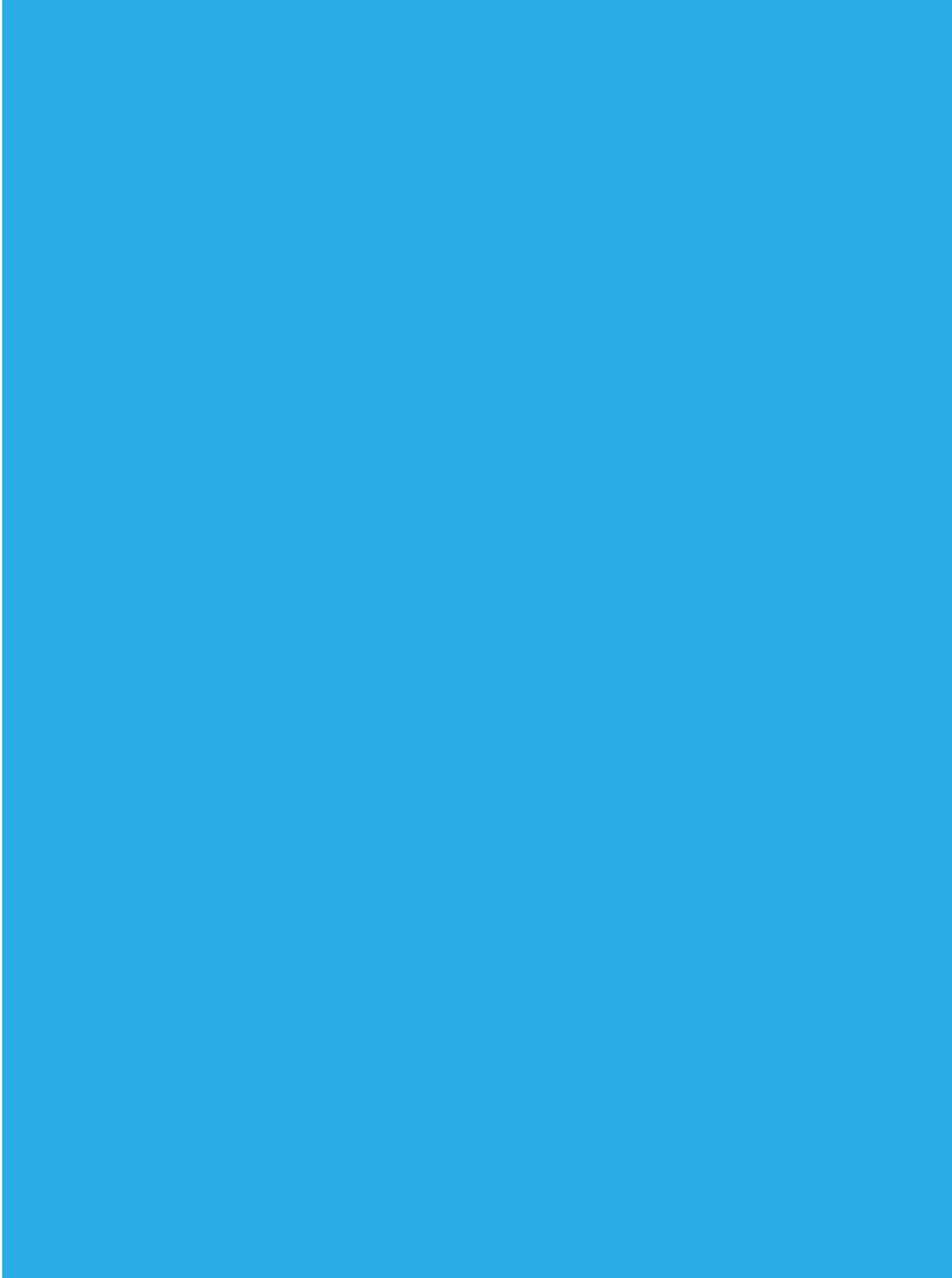
5. Any notice, document or communication required or permitted to be given under this Building Scheme will be in writing and either delivered by hand, transmitted by email, or sent by prepaid mail
 - (i) to the Design Review Coordinator at PO Box 223, Invermere, BC V0A 1K0 or the address commonly understood to be the Design Review Coordinator 's business address and
 - (ii) to the Owner at the Owner's address shown on title to the Lot.The time of giving such notice, document, or communication will be, if delivered by hand, when delivered, if sent by email then on the day of transmission, and if mailed, then on the third business day after the day of mailing. In the event that these addresses change the Design Review Coordinator will advise the Owners of each Lot of such change of address.
6. Where there is more than one Owner, the obligations of the Owner will be construed as joint and several obligations.
7. All words in this Building Scheme may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires.
8. This Building Scheme will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
9. This Building Scheme will run with and bind the Lands and every portion of the lands and will render the Owner, every purchaser, lessee, sub-lessee, and occupant of the Lands (or any portion thereof) subject to the restrictions set out in this Building Scheme.
10. If any provision of this Building Scheme is found to be illegal, invalid, or unenforceable by any Court of competent jurisdiction, then that provision will be deemed to be severable from this Building Scheme (except

EXHIBIT E

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to the extent that such provision is incorporated by reference into another agreement or cross referenced into another provision which is not found to be illegal, invalid, or unenforceable) such that the remaining provisions of this Building Scheme will be enforceable to fullest extent permitted by law.

END OF DOCUMENT





CRYSTAL LAKE RESIDENTIAL DESIGN GUIDELINES

Strata Plan _____
Version 1.0

4 May 2023



KOOCANUSA VILLAGE

Administration

These Design Guidelines set out the process for Owners within Crystal Lake at Koochanusa Village to obtain building plan approval by the Design Review Coordinator.

These Design Guidelines may be amended or revised from time to time by the Design Review Coordinator. The most recent version of these Design Guidelines is available upon request to the Design Review Coordinator.

The property owner is required to pay to the Design Review Coordinator a design review fee of \$1,500.00 at the time the Owner submits their Plans and Specifications. The design review fee will cover the cost of the Design Review Coordinator performing one review and providing feedback on the initial Plans and Specifications submitted for approval. If the initial Plans and Specifications do not conform with the Building Scheme and these Design Guidelines, the Design Review Coordinator may charge an hourly rate based on industry standard rates for further review of subsequent Plans and Specifications.

The Design Review Coordinator appointed by the Developer is Haworth Development Consulting Ltd.

Owners shall submit plans and specifications for approval by the Design Review Coordinator to:

*Haworth Development Consulting Ltd.
PO Box 223
Invermere, BC V0A 1K0*

*Attn: Richard Haworth
Tel: 250-342-1227
Email: richard@haworthconsulting.ca*



The Design Review Process

The Design Review Coordinator (the “DRC”) for Crystal Lake (EPS____) at KooCANUSA Village 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 to achieve a harmonious community character.

Responsibility of the Design Review Coordinator

The DRC is engaged by the Developer as it’s representative responsible for reviewing and approving all residential development at Crystal Lake. 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.

STEP ONE | Preliminary Concept Review

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.

The DRC will provide comments regarding the design submitted that will assist with preparation of the final plans for your home.

STEP TWO | 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 A - Plan Approval Application Form**.

STEP THREE | 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, 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.

STEP FOUR | Final Review

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

The Final Review is scheduled at the request of the Owner. On-site reviews are scheduled three times per year (no reviews will be completed when there is snow on the ground). 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 completed. Following final review, the DRC will issue a deficiency report noting any outstanding items that must be addressed to ensure compliance with the Design Guidelines.

2.0 General Guidelines

2.1 No person shall commence any improvements of any sort (collectively or individually herein referred to as "Improvements"), unless first approved by the Design Review Coordinator.

2.2 All Plans and Specifications submitted for approval shall be in a form and content satisfactory to the Design Review Coordinator. The Design Review Coordinator shall receive and consider the Plans and Specifications in a timely manner and either grant or reject approval of such Plans and Specifications, or make recommendations for alterations of such Plans and Specifications, provided always that the Design Review Coordinator shall not act arbitrarily.

After approval is granted, no further alterations or modifications to any Improvements shall be made without prior written approval of the Design Review Coordinator. The approval criteria and procedures herein and in the Design Guidelines then in effect shall apply to all such alterations and modifications.

2.3 All Improvements must be in compliance with the Building Scheme registered on title to each Owner's lot.

The Building Scheme is not intended to take the place of any Provincial or Municipal laws or regulations. Owners are solely responsible for ensuring conformity with all local and Provincial codes and regulations. Owners must comply with all relevant provisions of:

- (i) Regional District of East Kootenay, Sweetwater Zoning & Floodplain Management Bylaw No. 2127, 2009, ("RDEK Zoning Bylaw");
- (ii) Regional District of East Kootenay, Building Regulation Bylaw No 1735, 2004;
- (iii) British Columbia Building Code;
- (iv) All other relevant codes, regulations, rules, and laws.

2.4 Secondary suites are permitted in accordance with RDEK requirements.

2.5 No Owner shall be restricted from using their home for short-term rental under the Building Scheme or the Design Guidelines. The Owner shall be responsible for the conduct and actions of all guests using the home insofar as their conduct and actions may impact other Owners at KooCANUSA Village.

3.0 Site Planning Guidelines

3.1 Building Envelope

- a) Each Lot must include a Building Envelope approved by the Design Review Coordinator. The Building Envelope for each lot is based on lot setbacks as set forth in the RDEK Zoning Bylaw. However, requirements for spatial separation may require a greater setback depending on the style and design of the home proposed. **BC Building Code requirements for spatial separation between houses must be adhered to. These setbacks may be more restrictive than the required zoning setbacks.**
- b) All residential Improvements (ie. the primary dwelling and all ancillary buildings and structures) shall be located within the Building Envelope.
- c) 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.

3.2 Lot Grading and Drainage

- a) Lot grading must conform to the approved site grading plan and where possible follow the natural slope of the landform. No home may be artificially raised or lowered on a lot from the existing grade condition unless specifically approved by the Design Review Coordinator.
- b) Subject to the approved site grading plan, lot recontouring will be permitted to control site-specific drainage problems and will be restricted to within the Building Envelope. Drainage flow patterns should be identified on the proposed site plan to show positive drainage patterns away from structures and adjoining lots.
- c) The garage pad elevation should be higher than the frontage road elevation. The elevation of the garage pad should be determined based on a driveway slope of 1% to 4%, but in no event shall the driveway slope exceed 4%.
- d) No Lot shall be graded in a manner that affects the overall drainage scheme for any neighbouring lots or for the greater community. This may require the construction of swales and other drainage features on a Lot.

3.3 Utility Rights-of-Way & Easements

- a) No construction or tree planting is permitted within a utility right-of-way or easement. Utility rights-of-way and easements are required to enable access to buried or surface utilities in case of emergency or special servicing needs.

Architectural Guidelines

4.1 Building Massing, Style and Scale

- a) The same house plan or elevations shall not be repeated within a 3-lot radius. If the house plan or elevations are necessary due to similar site conditions, modifications to roof slope, size, location of windows and doors may be required. Previously approved neighbouring houses will be considered when evaluating house plans.

4.2 Building Size

- a) No home shall be permitted that is less than 800 square feet (74m²) on the main floor, exclusive of any garage, covered patio, verandah, deck, and other similar space that is not closed to weather, unless permitted otherwise at the sole discretion of the Design Review Coordinator.

4.3 Continuity of Rear and Side Façades

- a) Building finishes shall be consistent around a building. Continuation of a building's architectural style around to and including the rear elevation is required. 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 at the expense of other facades.

4.4 Colour Scheme

- a) No exterior colour scheme utilizing bright or bold colours including, but not limited to, red, green or yellow will be permitted.
- b) The exterior colour scheme for all homes must be complementary and consistent throughout all exterior elements. For example, a predominantly dark colour scheme will not be permitted to utilize a light-coloured garage door or light-coloured windows.

4.5 Building Wall Finishes

- a) Homes which, in the sole opinion of the Design Review Coordinator, utilize too few or too many different materials or which utilize materials in non-traditional styles will not be permitted.
- b) All homes shall have a stone base or other suitable detailing as approved by the Design Review Coordinator. Homes that do not utilize stone to ground the home to the Lot must provide superior alternate detailing that suitably grounds the home. Stone shall extend a minimum of 30" (750mm) from ground level along the front façade of the home and shall meet the requirements of Section 4.3 (*Continuity of Rear and Side Facades*).

- c) The use of metals as a cladding element requires specific approval from the Design Review Coordinator. All building materials shall be non-reflective and non-glare.
- d) The use of heavy trim elements is encouraged. Trim should visually read as a strong element on wall surfaces to provide interest and “layering” of the façade materials. Trim should utilize a combination of different materials, colours, and textures.
- e) Predominant exterior colours must be rich earth-tones, warm tones or grays that complement the natural setting. White exterior cladding is permitted in conjunction with other darker cladding materials.

4.6 Garages and Driveways

- a) No principal building is permitted unless constructed with an enclosed garage.
- b) Carports are not permitted unless approved by the Design Review Coordinator. Carports shall not be permitted in lieu of a garage.
- c) Garages should not be the prominent element of the home and should be oriented such that the garage door is not the dominant element of the building facade.
- d) In the case of corner and irregular lots, consideration will be given to side entry garages such that the doors do not directly face the frontage street.
- e) Detached garages that complement the house are permitted if they are located in a manner that does not impact neighbouring homes or negatively impact views of the home from the frontage street.
- f) Single width garage doors and staggered setbacks add extra dimension to the street elevations and are preferred over double garages. Triple garage doors are not permitted.
- g) Garage door height shall not exceed 3.0m (10 feet) unless approved by the Design Review Coordinator.
- h) Garage door style must be consistent with the overall architectural style of the home. Obscure glass must be used in garage doors where a significant area of the door is glass. Garage doors must be a single subtle colour and complimentary to the colour of the home. White garage doors are not permitted. High contrast colours for garage doors are not permitted.
- i) Additional architectural features are required if the distance between the top of the garage door and the bottom of the fascia above the garage exceeds 600mm (24 inches).

4.7 Roof

- a) Visually, the roof is fundamental to the overall image of the individual home and neighbourhood. The roof form must demonstrate the following characteristics:
- (i) are predominately sloped;
 - (ii) reduce the appearance of building massing;
 - (iii) have a minimum pitch of 3/12; and
 - (iv) have a minimum overhang which meets the following requirements:
 - 750mm (30 inch) overhang for roof pitch between 3/12 to 7/12;
 - 600mm (24 inch) overhang for roof pitch between 7/12 to 9/12;
 - 450mm (18 inch) overhang for roof pitch greater than 9/12;
 - (v) use cladding of the following types:
 - asphalt shingles with raised ridges and cut and flashed or woven valleys and which are rated for a minimum life span of not less than 40 years;
 - concrete tile with butt and flashed fascia;
 - composite material which emulate natural wood shakes; or
 - non-reflective standing seam metal;
 - (vi) use cladding of the following colours:
 - asphalt shingles which are dark earth-toned in colour;
 - metal roofs which are dark earth-toned in colour; or
 - composite material which emulate natural wood colour;
- b) no roof shall be clad in any material that is red, green, blue, silver or white;
- c) no roof shall be clad in unfinished metal;

4.8 Entry and Front Façade

- a) The front façade is a vital component in establishing a solid first impression of the home and as such, special attention must be given to its design, detailing, materials, and colours.
- b) Front entries must be raised from adjacent grade. A minimum elevation change of 300mm (12 inches) is recommended although exceptions will be considered to permit universal accessibility (Where universal accessibility is proposed, the entire main floor of the home must meet the requirements for universal accessibility).

4.9 Soffit and Fascia

- a) Soffit shall be wood or aluminum.
- b) Fascia shall be metal, aluminum, wood or fiber cement board/smart board.
- c) All fascia shall be minimum of 2x10 material (or equivalent if built-up fascia is used). A “layered” style of gable end fascia treatment is encouraged.

4.10 Chimneys

- a) Chimneys shall be clad in stone, shingle or other suitable material for the full height of the chimney. 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.

4.11 Windows and Doors

- a) Windows styles and materials will be permitted based on the overall architectural character of the home and relationship to neighbouring homes.
- b) Windows shall be wood, finished metal or vinyl.
- c) Non-reflective materials must be used, including non-reflective glazing.
- d) Window and door trim shall be wood, wood composite (ie. Smartboard) or fiber-cement trim.
- e) 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. White window frames are not permitted.
- f) Window and door trim shall be painted or stained an acceptable earth-toned colour.
- g) Windows shall be square or rectangular in shape. Round and oval windows may be permitted as feature elements only which add to the lakefront character of a home with the approval of the Design Review Coordinator.
- h) 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.
- i) The use of glass block is permitted only on a limited basis at the sole discretion of the Design Review Coordinator.

4.12 Decks, Patios and Porches

- a) The design and construction of decks, patios and porches must be complimentary to the design of the principal residence.
- b) The use of pressure treated lumber for exposed elements is not permitted (No pressure treated lumber elements may be visible on a completed deck).

- c) 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).
- d) Railings must be designed to be complementary to the design of the principal residence.
- e) All decks, patios and porches must be fully contained within the Building Envelope.
- f) All decks, patios and porches must be clearly illustrated on the plans submitted for design approval.

4.13 Exterior Lighting

- a) Lighting is to be limited to within the Building Envelope. Lighting of areas outside of Building Envelope is not permitted.
- b) Low intensity non-glare fixtures to provide adequate illumination for safety and aesthetic enhancement are permitted. No uncovered light fixtures or non-focused, non-downward lighting fixtures are not permitted.
- c) The number of exterior light fixtures shall be limited to those required to provide adequate lighting and shall not be superfluous.

4.14 Building Accessories and Utilities

- a) One accessory building constructed of materials consistent with the principal dwelling and suitable for residential purposes only (i.e. garden storage, pool equipment storage, etc) is permitted. The accessory building must be located within the Building Envelope.
- b) Accessory buildings, including pool sheds, storage sheds and other similar buildings shall be constructed of materials to complement the primary dwelling on the Lot. The use of metal, fabric, or vinyl sided storage sheds is not permitted.
- c) No exterior antennae of any style or purpose are permitted.
- d) Satellite dishes may be used if discretely located on the building and no greater than 750mm (30") diameter. No more than one satellite dish is permitted per Lot.
- e) 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 Design Review Coordinator prior to the installation of any solar applications on the exterior of the home or within the Lot.
- f) Fixed awnings are not permitted. Retractable awnings may be permitted by the Design Review Coordinator on a case-by-case basis. Awning colour must complement the colour of the home.

- g) No mechanical equipment may be located outside of the home unless it is located within the Building Envelope and if so located, must be screened from view and located to minimize impact on neighbouring Lots.
- h) No HVAC or mechanical equipment, including pool equipment, shall be located on any lot within 1.8m (6 feet) from the front corner(s) of the home or where it is visible from the front, flanking or rear streets unless adequately screened.
- i) No in-window and thru-wall units air conditioning units are permitted. No HVAC equipment shall be located on any lot within 6 feet (1.8m) from the front corner(s) of the home or where it is visible from the front, flanking or rear streets unless adequately screened.
- j) Propane tanks must be located such that they are buried or fully screened by vegetation or other materials consistent with complimenting the natural character of the lot.

4.15 Exterior Material and Colour Approval

- a) Approval of all exterior building materials and colours is at the sole discretion of the Design Review Coordinator.
- b) To avoid repetition, the colour scheme of previously approved neighbouring houses will be considered when evaluating proposed colour schemes.
- c) The use of a specific colour on an existing residence shall not be considered precedence for its use elsewhere within Crystal Lake at Kooacanusa Village.
- d) Each home will be considered individually on its own merits and in relation to neighbouring homes.

Landscape Guidelines

All Owners are required to complete the landscaping of the front yard, any sideyard that fronts a street or open space and the front 2.0m (6 ft) of any additional side yard (measured from the front corner of the house toward the rear of the home) within 6 months of completion of house construction unless weather conditions make it impossible to do so. Landscaping of the entire lot must be completed within one year of occupancy of the home.

5.1 Landscape Plantings

- a) All Lots shall be fully landscaped to the edge of the frontage road(s).
- b) Sodded lawns will be permitted but must be mowed and maintained on a regular basis.
- c) Coniferous trees shall be minimum 2.4 meters height when planted. Deciduous tree shall be minimum 50mm caliper when planted.
- d) 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.

5.2 Swimming Pools, Hot Tubs and Water Features

- a) Swimming Pools are not permitted. "Swimming Pool" means any structure or construction intended primarily for recreation that is or is capable of being filled with water to a depth of 600mm (2 feet) or greater. A Swimming Pool does not include a factory built hot tub.
- b) 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. A hot tub situated in a concealed location is preferred.
- c) Water features may be permitted only with approval from the Design Review Coordinator. Water features must recycle water and must be operated only when the home is being occupied. The Design Review Coordinator may limit the size of a water feature to restrict water use.

5.3 Retaining Walls

- a) Where a retaining wall is required, efforts must be made to minimize the visual impact of the wall by limiting height, utilizing suitable wall materials and creating opportunities for screening with landscape treatments.
- b) Retaining walls should not exceed an exposed height of 1.2m (4 feet) where visible from the front or flanking streets. Higher walls will be allowed in areas not visible from any street. If a higher grade is required to be retained, a stepped form is encouraged to reduce the visual mass of the

- wall. When walls are stepped, the space between wall faces should be adequate to provide for a functional planter.
- c) Wall materials should complement the character of the house. Natural dry stacked stone walls are encouraged. Irregular dumped rock walls and non-faced cast in place concrete walls will not be permitted. Retaining wall construction shall be to a high standard of workmanship and structural integrity.
 - d) Any Owner wanting to alter the existing grade on their lot is solely responsible for all retaining required, including engineering and compliance with municipal requirements. All retaining wall construction must be contained within the lot lines and constructed in such a way that there is no impact on neighbouring lots.
 - e) Owners are encouraged to identify the need for retaining walls during the house and lot grading design process. Details of any proposed walls must be shown on the plans and drawings submitted to the Design Review Coordinator for approval. Owners are encouraged to consider the benefits of constructing retaining walls early in the construction process to avoid possible issues with restricted access and disturbance to neighbouring lots normally related with construction retaining walls after the home is completed.
 - f) Walls of pressure treated timber, cast in place concrete, precast concrete 'lock blocks', railway ties or similar materials are not permitted.
 - g) All retaining walls must be constructed completely within the Building Envelope.

5.4 Fencing

- a) No fencing of any type is permitted within the front yard of a home. Side and rear yard fencing must be set back from the back corner(s) of the home not less 1.8m (6 feet).
- b) All fencing shall be of standard design and shall be a maximum 1.2m (4 feet) high. Fencing types may be considered on an individual and site-specific basis with approval at the sole discretion of the Design Review Consultant. No white fencing of any type will be permitted. No fencing of a solid panel nature be approved.

5.5 Recreational Equipment and Facilities

- a) Recreational equipment and facilities such as large playground structures, tennis courts and other sports courts are permitted only with approval from the Design Review Coordinator.
- b) All recreational equipment must be located within the Building Envelope in the rear yard of the Lot.
- c) Gazebos and structures must be designed to complement the primary residence and be of similar colours and materials.



Plan Approval Application

Appendix A

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

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 shall be submitted in PDF format only.

Description of Item

Plan Approval Application | Complete and submit with your application

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); existing and proposed site grading; and, existing trees and major shrubs to be retained and/or removed.

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 appurtenances

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.

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.

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.

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.

...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 Sweetwater 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 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			
Roof			
Gable Ends			
Soffit			
Fascia			
Eavestrough			
Window & 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	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

...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 Sweetwater 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 Koocanusa Village, 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 Koocanusa Village shall not be considered as precedence for future development. The ability to provide a relaxation or variance does not obligate the Developer nor its designated Design Review Coordinator 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 Koocanusa Village.*

Approval at Developer's Sole Discretion | *Architectural forms and styles that do not represent the ideals of Koocanusa Village will not be permitted by the Developer or its designated Design Review Coordinator. Final approval of any home design, including site planning and landscaping, is at the sole discretion of the Developer.*

Non-Liability of Developer | *The Developer, its employees, agents, consultants or contractors, including the designated Design Review Coordinator, 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 Developer, its employees, agents, consultants or contractors, including the designated Design Review Coordinator, to recover damages.*

...continued



Other Conditions | *Approval of plans by the Developer, or its designated 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, Developer, and/or its consultants, including the designated Design Review Coordinator, shall not be held responsible for any errors, omissions or inaccuracies contained herein. The Developer and/or its consultants, including the designated Design Review Coordinator, 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: _____

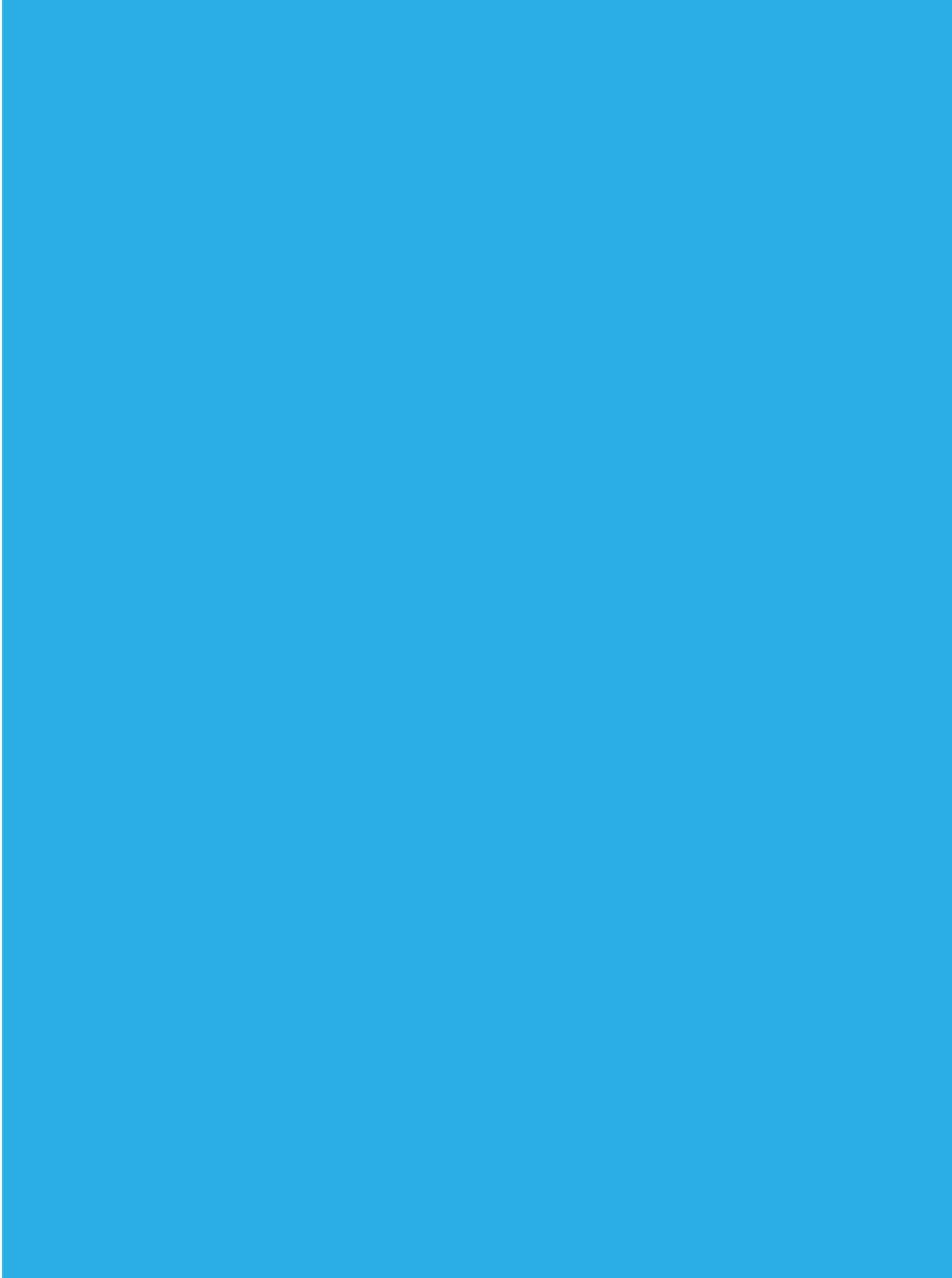


EXHIBIT G

Seller's Representative: _____

Strata Lot # _____

Buyer's Representative: _____

Page 1 of _____

**OFFER TO PURCHASE AND AGREEMENT OF SALE
CRYSTAL LAKE – PHASE 1**

Seller:
KV PROPERTIES INC.
PO Box 1799
Ferne, BC V0B 1M0

(the "Seller")

Seller's Lawyers:
LEFFLER LAW OFFICE
1361 - 7th Ave
Ferne, BC V0B 1M0

(the "Seller's Lawyers")

1.1 The Buyer(s):

Full name: _____ Full name: _____

Address: _____ Address: _____

Email: _____ Email: _____

Telephone: Hm: _____ Telephone: Hm: _____

Wk: _____

Wk: _____

Fax: Wk: _____ Fax: Wk: _____

Occupation: _____ Occupation: _____

(collectively, the "Buyer")

_____ [insert Buyer's name] certifies to the Seller that the Buyer is [or] is not a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*.

_____ [insert Buyer's name] certifies to the Seller that the Buyer is [or] is not a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*.

Disclosure Statement Receipt

The Buyer hereby acknowledges receiving and having a reasonable opportunity prior to the execution of this Agreement to read the Disclosure Statement dated May 4, 2023 and any amendments thereto (collectively, the "Disclosure Statement"). The execution of this Agreement will constitute a receipt by the Buyer in respect of the Disclosure Statement.

This Disclosure Statement relates to a development property that is not yet completed, and the Buyer acknowledges that the information in section 7.2 of the Disclosure Statement regarding this Agreement has been drawn to the Buyer's attention.

Buyer's Signature

Buyer's Signature

--	--

1.2 **Offer to Purchase.** The Buyer hereby offers to purchase from the Seller (the "Offer") Strata Lot _____, to be created from a strata plan registered in respect of the development known as "Crystal Lake" (the "Development") over the lands which will be legally described as Lot A, District Lot 10348, Kootenay District, Plan EPP125572, as substantially shown on the proposed strata plan attached as **Schedule D**, and as further described in the Disclosure Statement (collectively, the "Property").

1.3 **Purchase Price and Deposit.** The purchase price (the "Purchase Price") for the Property (not including GST or any other applicable value added or sales tax) is _____ Dollars \$ _____.

The Purchase Price will be paid by the Buyer in lawful money of Canada as follows:

a) a deposit (the "Initial Deposit"), of not less than \$10.00, accompanies this Offer, which the Seller acknowledges by accepting this Offer; \$ _____

b) a deposit (the "Second Deposit") of 10% of the Purchase Price (less the Initial Deposit) payable within seven (7) days of the Seller accepting this Offer; \$ _____

(the Initial Deposit and the Second Deposit collectively, the "Deposit"); and

d) the balance of the Purchase Price, subject to adjustments described herein, payable on the Completion Date (as defined in section 2 of **Schedule A**). \$ _____

All amounts comprising the Deposit will be payable by cheque, certified cheque or bank draft to "**Leffler Law Office, in trust**".

1.4 **Completion Date.** The Buyer acknowledges that the Completion Date will be set by the Seller in accordance with section 2 of **Schedule A**. The Seller presently anticipates the Completion Date will occur between September 30, 2023 to December 30, 2023, however, these are estimates only and the Seller does not guarantee the Completion Date will occur within those dates. In no event will the Completion Date occur later than two (2) years from the date the Seller accepts this Offer (the "Outside Completion Date") unless otherwise agreed to in writing by the Buyer and Seller.

1.5 **Bare Land.** The Buyer is purchasing bare land only with water, sewer, and domestic power services provided to the lot line of the Property, and no further improvements. The Buyer agrees that the construction of a residential home and all related improvements on the Property (collectively, the "Residential Home") will be completed by the Buyer after the Completion Date in accordance with the terms set out in **Schedule F**.

1.6 **Buyer's Lawyers:** _____ (if not known at the time this Offer is made, the Buyer may confirm prior to the Completion Date).

1.7 **Acceptance.** This Offer is open for acceptance by the Seller on or before _____, 20_____ and upon acceptance, evidenced by the Seller signing a copy of this Offer, there will be a binding agreement of purchase and sale of the Property (the "Agreement") for the Purchase Price on the terms and conditions herein contained.

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1.8 **Additional Terms and Conditions.** By signing below the Buyer acknowledges and agrees that they have read and agree to the additional terms contained in **Schedule A** attached to this Agreement (and any other Schedules attached to this Agreement) which form part of this Offer and, if accepted by the Seller, this Agreement.

DATED at _____ this _____ day of _____, 20_____.

[If Buyer is individual]

WITNESS:

_____)	_____ (seal)
Signature)	Buyer
_____)	
Name of Witness)	_____ (seal)
(AS TO ALL SIGNATURES))	Buyer

[If Buyer is corporation]

[Corporate Name of Buyer]

Per: _____ (seal)
Authorized Signatory

This Offer is accepted by the Seller at _____, British Columbia this _____ day of _____, 20_____.

KV PROPERTIES INC.

Per: _____
Authorized Signatory

INITIALS

--	--

SCHEDULE A
CRYSTAL LAKE
PRE-CONSTRUCTION CONTRACT
ADDITIONAL TERMS

I. DEPOSIT, COMPLETION DATE, AND POSSESSION

1. **Deposit.** The Buyer will pay the Initial Deposit to **Leffler Law Office, in trust** forthwith upon execution of this Agreement by the Buyer. The Initial Deposit, and the balance of the Deposit, will be made by way of a cheque, certified cheque, or bank draft payable to **Leffler Law Office, in trust**. No interest on the Deposit will be paid or payable to the Buyer. In the event that the Seller fails to complete this transaction on the Completion Date then the Deposit will be refunded forthwith to the Buyer in full satisfaction of any claims the Buyer may have against the Seller.
2. **Completion Date.** The Seller will give the Buyer written notice in accordance with this Agreement (the “**Closing Notice**”) of the date the Seller expects both that the Property will be capable of being occupied and that a transfer of the Property to the Buyer can be registered at the applicable Land Title Office (the “**Completion Date**”). The Completion Date will be at least 14 days after the Closing Notice has been delivered to the Buyer. Subject to the operation of sections 3 and 4, the completion of the purchase and sale of the Property will take place on the Completion Date. In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date will be extended to the next day a transfer of the Property to the Buyer can be registered in the applicable Land Title Office.
3. **Occupancy.** If the Property is not capable of being conveyed on the Completion Date, then the Seller may delay the Completion Date set out in section 2, as may also be extended by section 4, from time to time as required by the Seller until the Property is capable of being conveyed by providing the Buyer, or the lawyer or notary public appointed to represent the Buyer (the “**Buyer’s Lawyers**”), with at least 24 hours notice of such delay and the new Completion Date. Whether the Property is capable of being conveyed refers to the Property only and not to any other lot within the Development.
4. **Delay.** If the Seller is delayed in completing the servicing of the Development, registering the subdivision plan creating title to the Property, or in performing any other obligation under this Agreement by (a) reason of unforeseen circumstances including earthquake, fire, explosion, accident, act of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, climatic conditions, or (b) by any other reason or circumstance beyond the exclusive control of the Seller, then the time within which the Seller must do anything in connection with this Agreement, and the Completion Date established in accordance with sections 2 and 3, will be extended by the period equivalent to the period of such delay as set out in written notice from the Seller to the Buyer, which notice will include the new extended Completion Date. For greater clarity, delays in connection with public health declarations, COVID-19 quarantine order, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Seller.

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- 5. **Outside Completion Date.** Notwithstanding sections 2, 3 and 4, if the Completion Date has not occurred prior to the Outside Completion Date, and the Buyer and Seller have not entered into a written addendum extending the Outside Completion Date, then this Agreement will be null and void, whereupon the Buyer will be entitled to repayment of the Deposit and neither party will have any claim against the other party under or in respect of this Agreement.
- 6. **Possession.** The Buyer will have vacant possession of the Property on 12:01 a.m. Pacific time the day following the Completion Date.

II. CONVEYANCE

- 7. **Closing Documents.** The Buyer will prepare the documents necessary to complete this transaction and will deliver a Form A—Freehold Transfer (the “**Form A Transfer**”), statement of adjustments, and other documents reasonably required by the Seller, to the Seller’s Lawyers in registerable form where necessary at least five (5) days prior to the Completion Date (the “**Closing Documents**”). The Seller will not be required to sign certificates containing additional representations and warranties not contained in this Agreement. The Seller will not be required to close this transaction utilizing the CBA Standard Undertakings and may rely on the closing procedures and undertakings required by the Seller’s Lawyers. The Buyer will bear all costs of preparing and registering the Closing Documents and delivering the Purchase Price to the Seller. The Seller will bear all costs of providing clear title to the Property.
- 8. **Title.** On the Completion Date, the Seller will cause title in the Property to be transferred to the Buyer free and clear of all registered liens, charges and encumbrances of any nature whatsoever (the “**Charges**”) save and except:
 - (a) the exceptions listed in subsection 23(2) of the *Land Title Act* (British Columbia);
 - (b) the legal notations set out in the Disclosure Statement;
 - (c) the encumbrances and proposed encumbrances set out in the Disclosure Statement;
 - (d) any other easements, rights-of-way, and any development covenants or agreements in favour of utilities, public authorities and other parties as required by them; and
 - (e) claims of builder’s liens if the Seller’s Lawyer has undertaken to remove same in accordance with section 9 below;

(collectively, the “**Permitted Encumbrances**”)

and on or before the Completion Date, the Seller will have taken whatever steps are necessary in order to obtain or make arrangements for any release or discharge of any registered Charges save and except the Permitted Encumbrances.

- 9. **Seller’s Financing.** The Buyer acknowledges and agrees that the Seller may be using the purchase monies received from the Buyer to obtain a partial discharge of the Charges from the Property and that therefore the Property may not be free and clear of the Charges on the Completion Date. The Buyer’s Lawyers will pay the balance of the adjusted Purchase Price on the Completion Date to the Seller’s Lawyers in trust on their undertaking to pay the amount required by the holder of the Charge to legally obligate the holder of the Charge to provide the Seller’s Lawyers with a registrable partial discharge of such Charge as it relates to the Property and to register the discharge of the Charge from title to the Property once received and, in the case of a claim of builder’s lien on the Seller’s Lawyers’ undertaking to pay the amount sufficient to cause same to be discharged within thirty (30) days after the Completion Date, or such later period of time as may

INITIALS

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be necessary in the circumstances provided the Seller is diligently proceeding to obtain such discharge including by paying all or part of the Purchase Price received into court in exchange for a court order ordering the release of the builder's lien.

- 10. **Buyer's Financing.** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the balance of the adjusted Purchase Price on the Completion Date, may wait to pay same until after the Form A Transfer and new mortgage documents have been lodged for registration at the applicable Land Title Office but only if before such lodging against title to the Property, the Buyer has:
 - (a) deposited in trust with the Buyer's Lawyers the cash balance of the Purchase Price not being financed by the mortgage;
 - (b) fulfilled all the new mortgagee's conditions for funding except lodging for registration the Form A Transfer and the new mortgage; and
 - (c) made available to the Seller's Lawyers the undertaking of the Buyer's Lawyers to pay on the Completion Date the balance of the adjusted Purchase Price upon the lodging of the Form A Transfer and the new mortgage documents and the advance by the new mortgagee of the mortgage proceeds.

- 11. **Lien Holdback.** That portion, if any, of the Purchase Price required by law to be held by the Buyer in respect of potential builders' lien claims (the "**Lien Holdback**") will be paid to the Seller's Lawyers on the Completion Date. The Lien Holdback will be held by the Seller's Lawyers, in trust, pursuant to the *Builders Lien Act* (British Columbia), with interest, if any, for the benefit of the Seller, solely in respect of builders' lien claims registered in the applicable Land Title Office in connection with work done at the request of the Seller. The Seller's Lawyers are authorized to pay to the Seller, on the 56th day after the Completion Date (the "**Lien Holdback Release Date**") the Lien Holdback plus any interest earned less the amount representing builders' lien claims filed against the Property. The Buyer or Buyer's Lawyers are solely responsible to notify the Seller's Lawyers in writing of any builders lien claims filed against the Property by 1:00 p.m. Pacific time on the Lien Holdback Release Date. The Buyer hereby authorizes the Seller and the Seller's Lawyers to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Buyer, provided that any such proceedings will be solely at the expense of the Seller.

- 12. **Time of the Essence.** Time will be of the essence in this Agreement. The Buyer acknowledges and agrees that unless all payments on account of the Purchase Price, together with all adjustments and other amounts payable by the Buyer to the Seller are paid when due, the Seller may immediately terminate this Agreement and in such event the Deposit will be immediately and absolutely forfeited to the Seller on account of damages without prejudice to the Seller's other remedies including a claim for additional damages. The Buyer acknowledges and agrees that in such event the Deposit represents earnest money, and is not in the nature of a penalty and the Buyer hereby irrevocably authorizes and directs the Seller's Lawyer and any lawyers, notaries public, or real estate agents holding any such Deposit to forthwith upon the request of the Seller deliver such Deposit to the Seller in the event the Buyer defaults on its obligations as contemplated under this section.

- 13. **Tender.** Any documents to be tendered on the Buyer may be tendered on the Buyer or the Buyer's Lawyers. Any documents or money to be tendered on the Seller will be tendered, if money, by way of certified cheque or bank draft and will be delivered at the Buyer's expense to the Seller's Lawyer.

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- 14. **No Interest in Land.** Neither this Agreement nor any interest in the Property created hereunder will be registered in the applicable Land Title Office except for the Form A Transfer of the Property on the Completion Date. This Agreement creates contractual rights only between the Buyer and the Seller and not an interest in land.

III. TAXES, ADJUSTMENTS, AND RISK

- 15. **GST.** The Purchase Price does not include GST or any other value-added tax. The Buyer will assume and pay all applicable GST, and any other value-added tax in respect of this transaction, to the Seller on the Completion Date and the Seller will be responsible for remitting the GST, and any other value-added tax, to the applicable authority.
- 16. **Additional Taxes and Adjustments.** The Purchase Price does not include any applicable real property taxes, property transfer tax, or provincial sales tax and the Buyer agrees to assume and pay for all such applicable taxes and rates, levies, local improvement assessments, utilities, and other such charges on the Completion Date. All adjustments both incoming and outgoing of any nature whatsoever will be made as of the Completion Date.
- 17. **Risk.** The Property will be at the risk of the Seller until the Form A Transfer of the Property has been accepted for registration in the applicable Land Title Office and thereafter at the risk of the Buyer.

IV. DESCRIPTION OF PROPERTY

- 18. **Property.** The Buyer acknowledges and agrees that (a) the Buyer is purchasing bare land only and the Property includes water and sewerage services to the lot line of the Property and no further improvements, (b) the Buyer has circled and initialed the Property as set out in **Schedule D**, (c) the Buyer is purchasing the Property substantially in accordance with the proposed strata plan attached to the Disclosure Statement, and (d) in the event of any conflict or discrepancy between the Property as described in the proposed strata plan, any Marketing Material (as defined in Article VII), and the actual size, dimensions, or configuration of the Property, as set out in final strata plan to be registered in respect of the Development, the final strata plan will prevail and the Buyer will not be entitled to any compensation for such variations or discrepancies.
- 19. **Service Facilities.** The Buyer acknowledges and agrees that the Development, including the Property, may include service facilities and equipment such as transformers, fire hydrants, underground pipes and conduits, and other such facilities and equipment required by municipal authorities and any other authority having jurisdiction over the Development. These service facilities will be located within the Property and the Development as required by municipal authorities and any other government authorities having jurisdiction or as recommended by the Seller's consultants. The Buyer acknowledges and agrees that the current plans for the Property and the Development may not indicate the location of all such service facilities and the Seller reserves the right to relocate, add, and/or delete all or a portion of the service facilities as is deemed necessary by the Seller, all without compensation to the Buyer.
- 20. **Civic Address.** The civic address relating to the Property and the address assigned to the Development as of the date hereof are subject to change at the discretion of the Seller all without compensation to the Buyer.

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V. ASSIGNMENT

- 21. **Assignment.** The Buyer may only assign their interest in the Property or their rights under this Agreement or direct the transfer of the Property to another or an additional party (each an “**Assignment**”) in accordance with all of the following: (a) the Assignment must occur on or before a date that is at least thirty (30) days prior to the Completion Date; (b) the Buyer has paid the Deposit in accordance with this Agreement on or before the date of the Assignment; (c) the Seller’s form of assignment agreement is used; (d) the Seller will be entitled to any profit resulting from an Assignment of this Agreement by the Buyer (and any subsequent assignee); and (e) the Buyer has obtained the Seller’s written consent to the Assignment, which consent may be unreasonably withheld or subject to further conditions as determined by the Seller in its sole discretion. If the conditions set out in this section are not satisfied then the Seller will not be required to convey the Property on the Completion Date to anyone other than the Buyer named herein. In no event will an Assignment release or discharge the Buyer from any of their obligations or liabilities to the Seller under this Agreement.
- 22. **No Advertising.** The Buyer will not advertise or solicit offers from the public with respect to the assignment or resale of the Property or the Buyer’s rights under this Agreement prior to the Completion Date without the prior written consent of the Seller, which consent may be unreasonably withheld.

VI. DEVELOPER REQUIREMENTS

- 23. **Permitted Signage.** The Buyer agrees that following the completion of this transaction, the Buyer will allow the Seller (by resolution of the Strata Corporation or otherwise) to do all of the following for the purposes of promoting, marketing and sales of the Development and other developments of the Seller:
 - (a) erect and maintain promotional, marketing and sales signage on the common property of the Development;
 - (b) maintain one or more show suites, and hold open houses, special promotions and other marketing events; and

have access to any and all parts of the common property of the Development, including limited common property that comprises public use areas.

VII. MISCELLANEOUS

- 24. **Notice.** Any notice, document or communication required or permitted to be given under this Agreement will be in writing and either delivered by hand, transmitted by facsimile or electronic mail, or sent by prepaid mail to the Seller or the Seller’s Lawyers or to the Buyer, or to the Buyer’s Lawyers, once appointed, as the case may be. The time of giving such notice, document, or communication will be, if personally delivered, when delivered, if sent by facsimile or by electronic mail, then on the day of transmission, and if mailed, then on the third business day after the day of mailing.
- 25. **Seller’s Residency.** The Seller represents that the Seller is not a “non-resident” as defined under the *Income Tax Act* (Canada) and warrants that the Seller will not be a “non-resident” on the Completion Date. The Seller will not be required to provide the Buyer with a statutory declaration confirming its residency on the Completion Date.

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26. **Authorization to Seller’s Lawyers.** The Seller and the Buyer hereby irrevocably authorize the Seller’s Lawyers:

- (a) to deal with the Deposit and all interest earned thereon (if any) in accordance with the provisions of this Agreement and the *Real Estate Development Marketing Act* (British Columbia); and
- (b) to interplead the Deposit and all interest thereon (if any), at the expense of the party ultimately determined to be entitled to such funds, should any dispute arise regarding the obligations of the Seller’s Lawyers with respect to the Deposit.

27. **Privacy Consent.** The Buyer consents to Seller’s realtor communicating directly with the Buyer, and consents to the collection, use and disclosure of personal information contained in this Agreement and otherwise as collected by or on behalf of the Seller and its agents, affiliates and service providers for the following purposes:

- (a) to complete the transaction contemplated by this Agreement;
- (b) to engage in business transactions including securing financing for the construction of the Development;
- (c) to provide ongoing products and services to the Buyer;
- (d) to market, sell, provide and inform the Buyer of the Seller’s products and services including information about future projects;
- (e) as required by law; and
- (f) for additional purposes identified when or before the information is collected.

28. **Miscellaneous.** Where there is more than one Buyer, the obligations of the Buyer will be construed as joint and several obligations. All words in this Agreement may be read and construed in the singular or plural, masculine or feminine, or body corporate, as the context requires. All references to legislation in this Agreement includes reference to such legislation as amended from time to time and any successor legislation as amended from time to time. This Agreement may not be altered or amended except by an amendment in writing signed by all parties. The Buyer and Seller agree that this Agreement will be governed and construed in accordance with the laws of British Columbia. This Agreement will enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

29. **Entire Agreement.** This Agreement constitutes the entire agreement between the Buyer and Seller with respect to the purchase and sale of the Property and the Development. There are no oral or written representations, warranties, terms, conditions or contracts or collateral representations, warranties, terms, conditions or contracts, expressed or implied, statutory or otherwise applicable hereto, made by the Seller, or the Seller’s agents or employees, or any other person on behalf of the Seller, including, without limitation, arising out of any marketing material such as advertisements, brochures, models, floor plan layouts, show room displays, photographs, illustrations, renderings, blogs, iPads (or other tablets), websites, social media or any other electronic media including any simulated view or representation generated by a computer simulator located in the presentation centre or any other marketing material in respect of the Property or the Development (the “**Marketing Material**”) other than those contained in this Agreement signed by all parties and in the Disclosure Statement.

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- 30. **Survival.** All of the Buyer's obligations which are intended to be performed after the Completion Date will not merge on the Completion Date and will survive the completion of the sale of the Property to the Buyer as contemplated herein until they have been fully satisfied.
- 31. **Execution by Electronic Means.** This Agreement may be executed and delivered in counterpart and by electronic means and, if so executed and delivered, will be as effective as an originally executed contract.
- 32. **Electronic Delivery of Disclosure Statement.** As permitted by the *Real Estate Development Marketing Act* (British Columbia) and the *Electronic Transactions Act* (British Columbia), the Buyer agrees to receiving from the Seller a copy of the Disclosure Statement and all subsequent consolidations or amendments thereto by electronic means including by email, the Seller's or the Seller's Lawyer's website, or by a third party internet-based host-site such as dropbox. The Buyer represents to the Seller that the Buyer gave their written consent to the Seller to receive the Disclosure Statement electronically, if applicable, prior to the execution of this Agreement.
- 33. **Execution of Schedules.** The Buyer and Seller agree that the signature of the Buyer and Seller above will be evidence of their agreement to the terms contained in this **Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F** and any other Schedules or addenda forming part of this Agreement.
- 34. **Domestic Power Holdback.** In the event B.C. Hydro has not completed the work required to provide domestic power to the lot line of the Property (the "**B.C. Hydro Work**") on or before the Completion Date, the Seller may require the Buyer to complete the purchase and sale of the Property on the Completion Date provided that: (a) the Developer has paid all required design fees to B.C. Hydro to have the plans and specifications for the B.C. Hydro Work approved by B.C. Hydro, (b) all site preparation work within the Development required for the B.C. Hydro Work to proceed has been completed, and (c) the Buyer will be permitted to retain a holdback of \$20,000.00 from the Purchase Price (the "**Domestic Power Holdback**") until the earlier of (i) completion of the B.C. Hydro work and (ii) 120 calendar days from the Completion Date. In the event (i) occurs, the Holdback will be promptly released to the Seller. In the event (ii) occurs, the Holdback will be promptly released to the Buyer in full satisfaction of any claims the Buyer may have against the Seller in connection with the B.C. Hydro Work and the Buyer will be permitted to complete the B.C. Hydro Work at their cost. The Domestic Power Holdback will be held in the Buyer's lawyer's trust account until released in accordance with the foregoing.

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**SCHEDULE B
CRYSTAL LAKE
PRE-CONSTRUCTION CONTRACT
BUYER'S SUBJECT CONDITIONS**

The Buyer's obligation to carry out the agreements contemplated in this Agreement is conditional upon the following:

(a) On or before _____, the Buyer _____

_____ ("Condition A")

(b) On or before _____, the Buyer _____

_____ ("Condition B")

(c) On or before _____, the Buyer _____

_____ ("Condition C")

The above conditions are for the Buyer's sole benefit and may be waived unilaterally by the Buyer at any time. If the Buyer does not give the Seller notice of the satisfaction or waiver of the above conditions by the times and dates so stated, the Buyer's obligation to complete the purchase of the Property will be at an end, the Seller will return to the Buyer the Deposit and this Agreement will be terminated without further recourse by either party. In consideration of this Agreement, \$10.00 non-refundable paid by the Buyer to the Seller and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Seller, the Seller agrees not to revoke this Agreement while it remains subject to the foregoing conditions. The Parties agree that this Agreement will become an unconditional contract for the purchase and sale of the Property forthwith upon the satisfaction or waiver of the foregoing conditions.

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**SCHEDULE D
CRUSTAL LAKE
PRE-CONSTRUCTION CONTRACT
PROPOSED STRATA PLAN**

[attach plan and circle subject property]

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**SCHEDULE E
CRYSTAL LAKE
PRE-CONSTRUCTION CONTRACT
ADDITIONAL ADDENDUM**

Addendum Date: _____.

Addendum Number: _____.

This Addendum is made further to the Agreement dated _____, between the Seller and _____

[insert Buyers names and addresses], and the parties hereby agree as follows:

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**SCHEDULE F
CRYSTAL LAKE
PRE-CONSTRUCTION CONTRACT
CONSTRUCTION REQUIREMENTS**

1. **Bare Land Only.** The Buyer is purchasing bare land only with water and sewer services provided to the lot line of the Property, and no further improvements.
2. **Construction.** The Buyer agrees to construct the Residential Home on the Property in accordance with all applicable zoning and building bylaws and regulations, the requirements of the Regional District of East Kootenay, the Statutory Building Scheme and Design Guidelines (both as defined in the Disclosure Statement) and any covenants registered on title to the Property (collectively, the “**Construction Requirements**”). The Construction Requirements are incorporated by reference into this Agreement for the purposes contemplated by this **Schedule F**.
3. **Design Review Coordinator.** The Buyer will submit the plans and specifications for the Residential Home to the Seller (or its designate) (in either case, the “**Design Review Coordinator**”) as required by the Statutory Building Scheme and Design Guidelines.
4. **Design Review Fee.** The Buyer agrees to comply with the Statutory Building Scheme and Design Guidelines and to construct a Residential Home in accordance with the designs as represented in plans and specifications prepared by the Buyer and presented to and approved by the Design Review Coordinator and within the timelines required by the Statutory Building Scheme and Design Guidelines. The Buyer agrees that all requests for approval under the Statutory Building Scheme and Design Guidelines will be accompanied by a non-refundable design review fee of **\$1,500.00** (the “**Design Review Fee**”).

The Design Review Fee will be paid by the Seller to the Design Review Coordinator in consideration of the Design Review Coordinator performing one review of the Buyer’s proposed plans and specifications to determine their overall compliance with the Statutory Building Scheme and Design Guidelines. If the initial plans and specifications do not comply with the Statutory Building Scheme and Design Guidelines, the Design Review Coordinator may charge an hourly rate (based on industry standard rates) for further review of subsequent plans and specifications submitted for approval.

The Design Review Coordinator reserves the right to approve or reject a plan or design for any Residential Home as it deems necessary for the better aesthetic appearance or function of the Development or for the better application of the Statutory Building Scheme and Design Guidelines and the Buyer agrees to comply with the Seller’s decision with respect to plans and specifications without the need for any compensation to the Buyer. The Buyer further agrees that the approval is not a warranty as to the fitness of the Residential Home or its compliance with applicable zoning and building bylaws and regulations, requirements of the Regional District of East Kootenay, or covenants registered on title to the Property.

The Buyer will not change the plans or specifications once approved unless the Design Review Coordinator agrees. Any cost or expense to the Design Review Coordinator associated with any changes to the approved plans or specifications requested by the Buyer will be paid for by the Buyer, including the cost of the Design Review Coordinator’s time based on industry standard rates.

5. **Neat and Tidy Condition:** The Buyer agrees, at all times, to maintain the Property (and adjacent lands) in a neat and tidy condition during construction. The Buyer further agrees that until a Residential Home has been constructed on the Property, the Property will not be used for the storage of any materials whatsoever, whether natural or man-made including without limitation wood, stone, gravel, earth, building materials, trailers, mobile homes, recreation vehicles or boats PROVIDED that this restriction will not prohibit the Buyer from keeping building materials, trailers or related storage facilities on the Property

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during construction of the Buyer’s Residential Home on the Property so long as they are being used in the course of construction of such home. Should the Buyer fail to regularly maintain the Property as herein provided within seven (7) days of delivery of a request from the Seller or Design Review Coordinator to do so, the Seller or Design Review Coordinator may, at its option, cause such work to be carried out, the cost of which will be a debt owed by Buyer to the Seller or Design Review Coordinator, as applicable.

6. **Contractor Obligations:** The Buyer agrees to include as part of any contract with its construction and landscaping contractors the following requirements:

- a) Comply with all applicable laws, rules and regulations when undertaking construction activities on the Property, including those of WorkSafe BC, the Technical Safety BC, the Regional District of East Kootenay, and any other regulatory body having jurisdiction over construction activities on the Property.
- b) Maintain property and general liability insurance in an amount not less than \$2,000,000.00 per occurrence.
- c) Work within the stated boundaries of the Property.
- d) Maintain a clean, litter-free construction site with no safety hazards and remove all trash and waste from the site on a regular basis.
- e) Provide a self contained temporary washroom facility on the Property.
- f) Ensure no damage to the adjacent land or landscaping and make good all damage caused to adjacent property and to completed work of the contractor and of others.

The Buyer further agrees to accept responsibility for the breach of any such terms by its construction and landscaping contractors.

7. **Assumption Agreement:** The Buyer agrees that if the Buyer sells or transfers the Property to any other person or entity (a “**Transferee**”) prior to the Residential Home being substantially complete in accordance with the terms provided for herein, the Buyer will deliver to the Seller an agreement in the Seller’s standard form executed by the Transferee pursuant to which the Transferee agrees to be bound by and assume the Buyer’s construction obligations contained herein.

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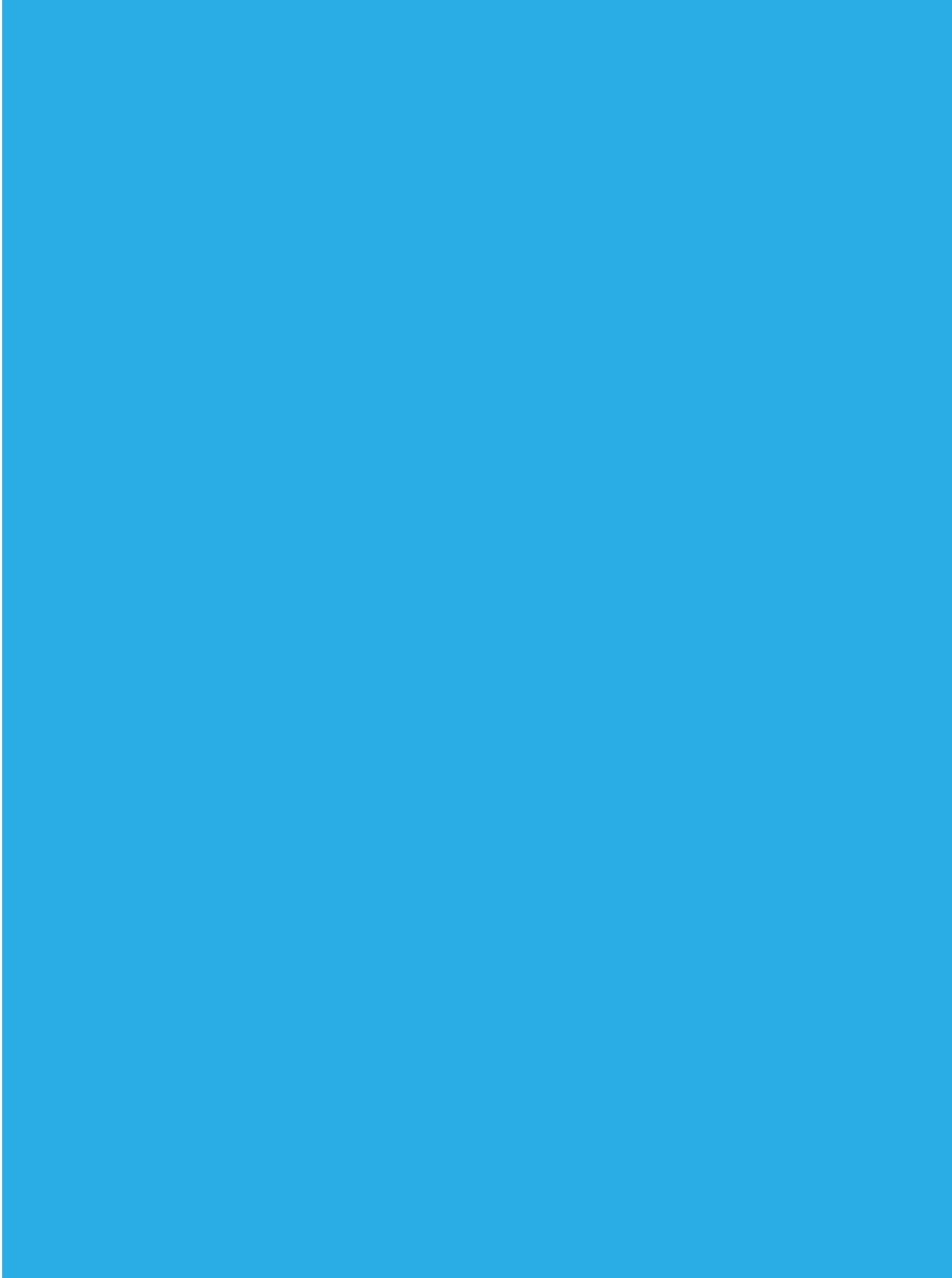


EXHIBIT H

SUMMARY OF TERMS FROM PURCHASE AGREEMENT TERMS

This Exhibit provides a brief summary of only some of the terms from the Purchase Agreement. Purchasers are advised to review **Exhibit G** in its entirety.

CRYSTAL LAKE PHASE 1 PRE-CONSTRUCTION PURCHASE AGREEMENT

Termination Provisions

Offer – section 1.4

Completion Date. The Buyer acknowledges that the Completion Date will be set by the Seller in accordance with section 2 of **Schedule A**. The Seller presently anticipates the Completion Date will occur between September 30, 2023 and December 30, 2023, however, these are estimates only and the Seller does not guarantee the Completion Date will occur within those dates. In no event will the Completion Date occur later than two (2) years from the date the Seller accepts this Offer (the “**Outside Completion Date**”) unless otherwise agreed to in writing by the Buyer and Seller.

Schedule A - section 1

Deposit. The Buyer will pay the Initial Deposit to **Leffler Law Office, in trust** forthwith upon execution of this Agreement by the Buyer. The Initial Deposit, and the balance of the Deposit, will be made by way of a cheque, certified cheque, or bank draft payable to **Leffler Law Office, in trust**. No interest on the Deposit will be paid or payable to the Buyer. In the event that the Seller fails to complete this transaction on the Completion Date then the Deposit will be refunded forthwith to the Buyer in full satisfaction of any claims the Buyer may have against the Seller.

Schedule A – section 5

Outside Completion Date. Notwithstanding sections 2, 3 and 4, if the Completion Date has not occurred prior to the Outside Completion Date, and the Buyer and Seller have not entered into a written addendum extending the Outside Completion Date, then this Agreement will be null and void, whereupon the Buyer will be entitled to repayment of the Deposit and neither party will have any claim against the other party under or in respect of this Agreement.

Schedule A – section 12

Time of the Essence. Time will be of the essence in this Agreement. The Buyer acknowledges and agrees that unless all payments on account of the Purchase Price, together with all adjustments and other amounts payable by the Buyer to the Seller are paid when due, the Seller may immediately terminate this Agreement and in such event the Deposit will be immediately and absolutely forfeited to the Seller on account of damages without prejudice to the Seller’s other remedies including a claim for additional damages. The Buyer acknowledges and agrees that in such event the Deposit represents earnest money, and is not in the nature of a penalty and the Buyer hereby irrevocably authorizes and directs the Seller’s Lawyer and any lawyers, notaries public, or real estate agents holding any such Deposit to forthwith

upon the request of the Seller deliver such Deposit to the Seller in the event the Buyer defaults on its obligations as contemplated under this section.

Schedule B – Buyer’s Subject Conditions

The Buyer’s obligation to carry out the agreements contemplated in this Agreement is conditional upon the following:

(a) On or before _____, the Buyer _____ (“Condition A”)

(b) On or before _____, the Buyer _____ (“Condition B”)

(c) On or before _____, the Buyer _____ (“Condition C”)

The above conditions are for the Buyer’s sole benefit and may be waived unilaterally by the Buyer at any time. If the Buyer does not give the Seller notice of the satisfaction or waiver of the above conditions by the times and dates so stated, the Buyer’s obligation to complete the purchase of the Property will be at an end, the Seller will return to the Buyer the Deposit and this Agreement will be terminated without further recourse by either party. In consideration of this Agreement, \$10.00 non-refundable paid by the Buyer to the Seller and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Seller, the Seller agrees not to revoke this Agreement while it remains subject to the foregoing conditions. The Parties agree that this Agreement will become an unconditional contract for the purchase and sale of the Property forthwith upon the satisfaction or waiver of the foregoing conditions.

Extension Provisions

Schedule A – section 2

Completion Date. The Seller will give the Buyer written notice in accordance with this Agreement (the “Closing Notice”) of the date the Seller expects both that the Property will be capable of being occupied and that a transfer of the Property to the Buyer can be registered at the applicable Land Title Office (the “Completion Date”). The Completion Date will be at least 14 days after the Closing Notice has been delivered to the Buyer. Subject to the operation of sections 3 and 4, the completion of the purchase and sale of the Property will take place on the Completion Date. In the event the applicable Land Title Office is closed on the Completion Date, the Completion Date will be extended to the next day a transfer of the Property to the Buyer can be registered in the applicable Land Title Office.

Schedule A – section 3

Occupancy. If the Property is not capable of being conveyed on the Completion Date, then the Seller may delay the Completion Date set out in section 2, as may also be extended by section 4, from time to time as required by the Seller until the Property is capable of being conveyed by providing the Buyer, or the lawyer or notary public appointed to represent the Buyer (the “Buyer’s Lawyers”), with at least 24

hours notice of such delay and the new Completion Date. Whether the Property is capable of being conveyed refers to the Property only and not to any other lot within the Development.

Schedule A – section 4

Delay. If the Seller is delayed in completing the servicing of the Development, registering the subdivision plan creating title to the Property, or in performing any other obligation under this Agreement by (a) reason of unforeseen circumstances including earthquake, fire, explosion, accident, act of any government authority, strike, lockout, inability to obtain or delay in obtaining any labour, materials or equipment, flood, act of God, delay or failure by carriers or contractors, climatic conditions, or (b) by any other reason or circumstance beyond the exclusive control of the Seller, then the time within which the Seller must do anything in connection with this Agreement, and the Completion Date established in accordance with sections 2 and 3, will be extended by the period equivalent to the period of such delay as set out in written notice from the Seller to the Buyer, which notice will include the new extended Completion Date. For greater clarity, delays in connection with public health declarations, COVID-19 quarantine order, government agency slowdown or closures, and similar events are deemed to be circumstances beyond the exclusive control of the Seller.

Assignment Provisions

Schedule A – section 21

Assignment. The Buyer may only assign their interest in the Property or their rights under this Agreement or direct the transfer of the Property to another or an additional party (each an “**Assignment**”) in accordance with all of the following: (a) the Assignment must occur on or before a date that is at least thirty (30) days prior to the Completion Date; (b) the Buyer has paid the Deposit in accordance with this Agreement on or before the date of the Assignment; (c) the Seller’s form of assignment agreement is used; (d) the Seller will be entitled to any profit resulting from an Assignment of this Agreement by the Buyer (and any subsequent assignee); and (e) the Buyer has obtained the Seller’s written consent to the Assignment, which consent may be unreasonably withheld or subject to further conditions as determined by the Seller in its sole discretion. If the conditions set out in this section are not satisfied then the Seller will not be required to convey the Property on the Completion Date to anyone other than the Buyer named herein. In no event will an Assignment release or discharge the Buyer from any of their obligations or liabilities to the Seller under this Agreement.

Deposit Provisions

Schedule A – section 1

Deposit. The Buyer will pay the Initial Deposit to **Leffler Law Office, in trust** forthwith upon execution of this Agreement by the Buyer. The Initial Deposit, and the balance of the Deposit, will be made by way of a cheque, certified cheque, or bank draft payable to **Leffler Law Office, in trust**. No interest on the Deposit will be paid or payable to the Buyer. In the event that the Seller fails to complete this transaction on the Completion Date then the Deposit will be refunded forthwith to the Buyer in full satisfaction of any claims the Buyer may have against the Seller.

Holdback Provisions

Schedule A – section 11

Lien Holdback. That portion, if any, of the Purchase Price required by law to be held by the Buyer in respect of potential builders' lien claims (the "**Lien Holdback**") will be paid to the Seller's Lawyers on the Completion Date. The Lien Holdback will be held by the Seller's Lawyers, in trust, pursuant to the *Builders Lien Act* (British Columbia), with interest, if any, for the benefit of the Seller, solely in respect of builders' lien claims registered in the applicable Land Title Office in connection with work done at the request of the Seller. The Seller's Lawyers are authorized to pay to the Seller, on the 56th day after the Completion Date (the "**Lien Holdback Release Date**") the Lien Holdback plus any interest earned less the amount representing builders' lien claims filed against the Property. The Buyer or Buyer's Lawyers are solely responsible to notify the Seller's Lawyers in writing of any builders lien claims filed against the Property by 1:00 p.m. Pacific time on the Lien Holdback Release Date. The Buyer hereby authorizes the Seller and the Seller's Lawyers to do all things necessary to discharge any builders' liens, including bringing court proceedings in the name of the Buyer, provided that any such proceedings will be solely at the expense of the Seller.

Schedule A – section 34

Domestic Power Holdback. In the event B.C. Hydro has not completed the work required to provide domestic power to the lot line of the Property (the "**B.C. Hydro Work**") on or before the Completion Date, the Seller may require the Buyer to complete the purchase and sale of the Property on the Completion Date provided that: (a) the Developer has paid all required design fees to B.C. Hydro to have the plans and specifications for the B.C. Hydro Work approved by B.C. Hydro, (b) all site preparation work within the Development required for the B.C. Hydro Work to proceed has been completed, and (c) the Buyer will be permitted to retain a holdback of \$20,000.00 from the Purchase Price (the "**Domestic Power Holdback**") until the earlier of (i) completion of the B.C. Hydro work and (ii) 120 calendar days from the Completion Date. In the event (i) occurs, the Holdback will be promptly released to the Seller. In the event (ii) occurs, the Holdback will be promptly released to the Buyer in full satisfaction of any claims the Buyer may have against the Seller in connection with the B.C. Hydro Work and the Buyer will be permitted to complete the B.C. Hydro Work at their cost. The Domestic Power Holdback will be held in the Buyer's lawyer's trust account until released in accordance with the foregoing.

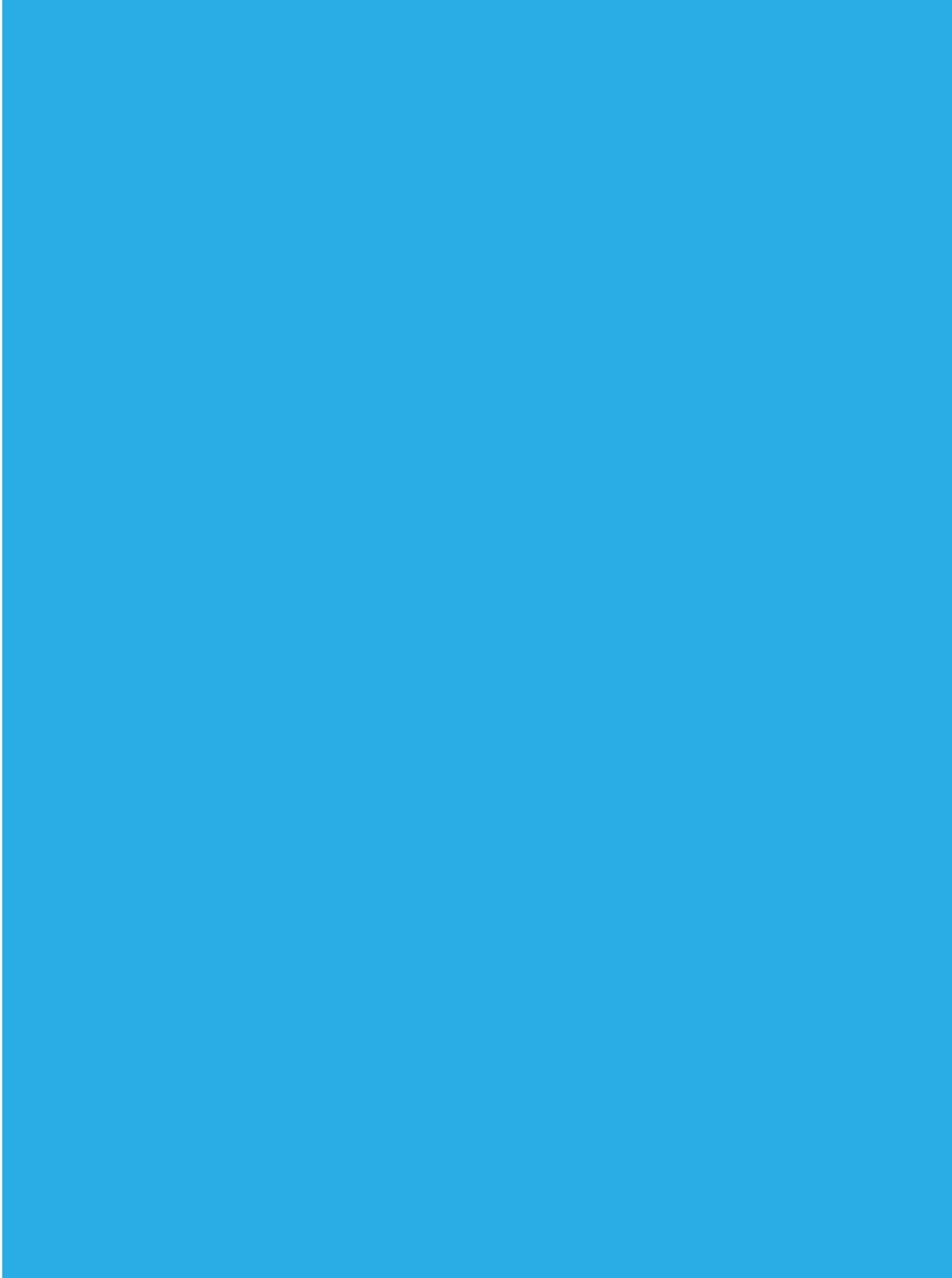


EXHIBIT I

SUMMARY OF LEGAL NOTATIONS AND ENCUMBRANCES

LEGAL NOTATIONS:

Easement CA2648356	<p>Hereto is annexed Easement CA2648356 over Lot 1 Plan EPP14443 Servient Tenement cancelled as to Strata Lots 1 to 122 inclusive Strata Plan EPS771 by CA2652035, 2011-07-11</p> <p>This Easement is a reciprocal easement in favour of the owner of Development Lands to permit access over common pathways and roadways which may be constructed in the Community.</p>
Easement CA2648358	<p>Hereto is annexed Easement CA2648358 over Lot 3 Plan EPP14443 Servient Tenement cancelled as to Strata Lots 1 to 64 Plan EPS832 by CA8502452, 2020-10-16</p> <p>This Easement is a reciprocal easement in favour of the owner of Lots 1, 2 and 4 Plan EPP14443, to permit access over common pathways and roadways which may be constructed in the Community.</p>
Easement CA2648359	<p>Hereto is annexed Easement CA2648359 over Lot 4 Plan EPP14443</p> <p>This Easement is a reciprocal easement in favour of the owner of the Development Lands, to permit access over common pathways and roadways which may be constructed in the Community.</p>
Easement CA9807858	<p>Hereto is annexed Easement CA9807858 over Lot 3 Plan EPP14443 Except Phase 1 Strata Plan EPS832</p> <p>This Easement is a reciprocal easement in favour of the owner of the Development Lands, to permit access over common pathways and roadways which may be constructed in the Community.</p>

EXHIBIT I

2

CHARGES, LIENS AND INTERESTS:

Covenant CA2620464	<p>Registered June 26, 2012 in favour of the Regional District of East Kootenay</p> <p>This Covenant restricts subdivision of the Development's Parent Parcel unless proof of potable water and sewerage disposal as required by section 10.01 of the Regional District of East Kootenay's Subdivision and Servicing Bylaw.</p>
Easement CA2648357	<p>Registered July 10, 2012- appurtenant to Lots 1, 3 and 4 Plan EPP14443</p> <p>This Easement is a reciprocal easement in favour of the owner of Lots 1, 3, and 4 Plan EPP14443, to permit access over common pathways and roadways which may be constructed in the Community.</p>
Rent Charge CA2651891	<p>Registered July 11, 2012 in favour of Kooconusa Village Community Association</p> <p>This rent charge requires each owner to become a member of the Community Association, and pay each year the greater of \$1.00 and such additional amount that may be imposed from time to time by the Community Association in accordance with the Community Association's annual budgets. The Community Association fees are intended to be used in furtherance of the Community Association's purposes, as set out in Exhibit A.</p>
Statutory Right of Way CA2652033	<p>Registered July 11, 2012 in favour of 0938534 B.C. Ltd. (the Water Utility)</p> <p>This Statutory Right of Way provides the right for 0938534 B.C. Ltd. to install and maintain a water system on Lot 3, Plan EPP14443.</p>
Statutory Right of Way CA2652034	<p>Registered July 11, 2012 in favour of 0938522 B.C. Ltd. (the Sewer Utility)</p> <p>This Statutory Right of Way provides for the installation of sewer, power, propane, telecommunication and cable systems and utilities on Lot 3, Plan EPP14443.</p>
Statutory Right of Way CA3563591 and CA3563592	<p>Registered January 24, 2014 in favour of British Columbia Hydro and Power Authority and Telus Communications Inc. respectively.</p> <p>This Statutory Right of Way grants BC Hydro and Power Authority and Telus Communications Inc. the right to install and maintain electrical and telecommunication utilities together with underground lines, cables, conduits, and ancillary works and equipment.</p>
Mortgage CA7663643	<p>Registered August 1, 2019 in favour of 1213904 B.C. Ltd.</p>

EXHIBIT I

CHARGES, LIENS AND INTERESTS:

Assignment of Rents CA7663644	Registered August 1, 2019 in favour of 1213904 B.C. Ltd.
Covenant CB207937	Registered September 8, 2022 in favour of the Water Utility restricts use of water to no more than 325 imperial gallons per day provided by the Water Utility to a lot. This "Irrigation Covenant" is attached to the Disclosure Statement as Exhibit R .
Rent Charge CB207940	Registered September 8, 2022 in favour of 0938522 B.C. Ltd. (the Sewer Utility). This Rent Charge is registered to secure payment of an annual fee payable in connection with the sewerage system operated by 0938522 B.C. Ltd.
Rent Charge CB207943	Registered September 8, 2022 in favour of 0938534 BC. Ltd. (the Water Utility). This Rent Charge is registered to secure payment of an annual fee payable in connection with the water system operated by 0938534 B.C. Ltd.
Easement CB331895	Registered November 10, 2022 appurtenant to Lot 2, Plan EPP124538, and Lot 2 Plan EPP14443 except Plans EPP101154 and EPP124538 and Lot A. This Easement provides access rights over the common property roads and access routes constructed within the Development from time to time.

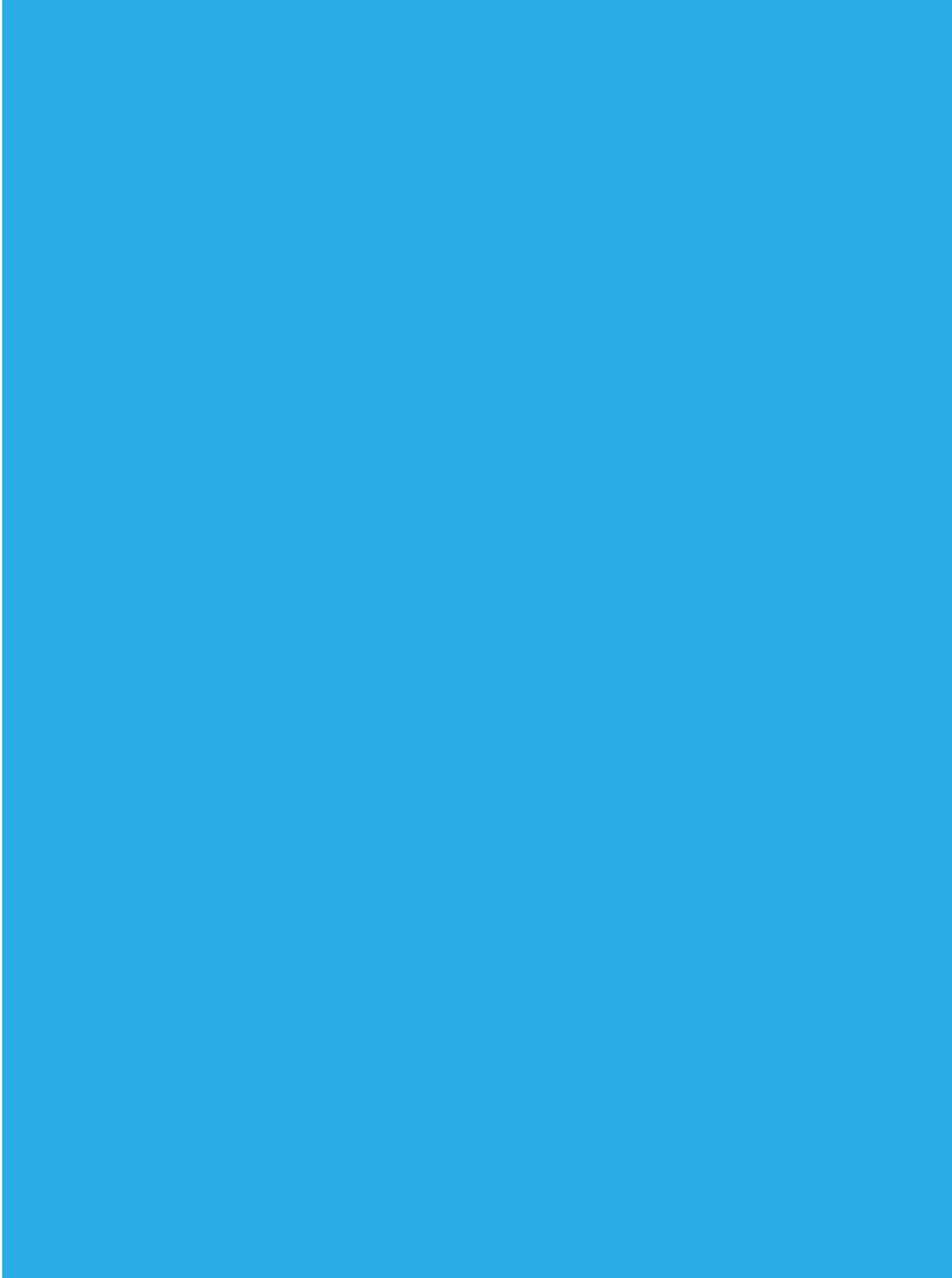


EXHIBIT J

Status: Registered

Doc #: CA2652033

RCVD: 2012-07-11 RQST: 2023-05-09 08.51.52

FORM_C_V18 (Charge)

KAMLOOPS LAND TITLE OFFICE

Jul-11-2012 16:32:43.031

CA2652033

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 9 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.juricert.com/LKUP.cfm?id=7STYS3
Date: 2012.07.11 15:33:57 -08'00'

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

SEE SCHEDULE

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):

MARCE RAN CHING LTD., INC. NO. 87000

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

0938534 B.C. LTD.

BOX 17, SITE 11, RR #7

CALGARY

T2G 0A5

ALBERTA

CANADA

Incorporation No

BC0938534

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)

Kerri-Anne Thomas

Barrister & Solicitor

1018 - 7th Avenue

PO Box 2400

Invermere, BC V0A 1K0

Execution Date

Y	M	D
12	06	20

Transferor(s) Signature(s)

Marcer 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.

EXHIBIT J

Status: Registered

Doc #: CA2652033

RCVD: 2012-07-11 RQST: 2023-05-09 08.51.52

FORM_D1_V19

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 9 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Kerri-Anne Thomas
Barrister & Solicitor
1018 - 7th Avenue
PO Box 2400
Invermere, BC V0A 1K0

Y	M	D
12	06	20

0938534 B.C. Ltd. by its authorized signatory(ies):

Per: Dennis Hockett

Per: Vic Toews

(as to all signatures)

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.

EXHIBIT J

Status: Registered

Doc #: CA2652033

RCVD: 2012-07-11 RQST: 2023-05-09 08:51.52

FORM_E_V18

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 9 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR LOT 2, DISTRICT LOT 10348, KOOTENAY DISTRICT PLAN EPP14443

STC? YES

[Related Plan Number]

EPP14443

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR LOT 3, DISTRICT LOT 10348, KOOTENAY DISTRICT PLAN EPP14443

STC? YES

[Related Plan Number]

EPP14443

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR LOT 4, DISTRICT LOT 10348, KOOTENAY DISTRICT PLAN EPP14443

STC? YES

[Related Plan Number]

EPP14443

EXHIBIT J

Status: Registered

Doc #: CA2652033

RCVD: 2012-07-11 RQST: 2023-05-09 08.51.52

FORM_E_V18

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 9 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Statutory Right of Way

Entire Instrument

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART TWO

THIS AGREEMENT made this ____ day of _____, 2012

BETWEEN:

Marcer Ranching Ltd., 4401 Macleod Trail S.W., Calgary, Alberta T2G 0A5
(the "Owner")

AND:

0938534 B.C. Ltd., Box 17, Site 11, RR #7, Calgary, Alberta T2G 0A5
(the "Provider")

WHEREAS:

A. The Owner is the Transferor described on page one of this Instrument and is the registered owner of the lands described in paragraph 2 on page 1 of this Instrument (the "Lands").

B. The Provider requires and the Owner wishes to grant to the Provider a statutory right of way, through, under and across the Lands for the purpose of constructing, installing, maintaining and operating a water system and ancillary works.

C. The Provider is a water utility company and is registered to accept statutory rights of way in the Lake Koochanusa area of the Province of British Columbia.

D. This statutory right of way is necessary for the operation and maintenance of the Provider's undertaking.

NOW THEREFORE in consideration of the premises contained in this Agreement, \$1.00 paid by the Provider to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. The Owner hereby grants and conveys in perpetuity and at all times to the Provider and the Provider's employees, agents, contractors and licensees, in common with others entitled thereto, the full, free and uninterrupted right, licence, liberty, privilege, easement and right of way in common with the Owner over the Lands:

- a) to enter over, on, in and under the Statutory Right of Way, with or without equipment or vehicles, to:
 - (i) conduct surveys and examinations;
 - (ii) dig up, remove and replace soil;

- (iii) construct, install, operate, maintain, clean, cover with soil, alter, relocate, renew, inspect and replace, water service, water mains, drains, power poles, transmission lines, pipes, culverts, retaining walls, wing walls, manholes, pumping meters, pumps, valves, and similar equipment, or any of them, together with all ancillary attachments and fittings (all of which are collectively called the "Works");

for the purpose of conveying, draining, pumping, containing, protecting, metering and treating water in connection with the provision of water service.

- b) to bring on to the Statutory Right of Way all materials and equipment the Provider requires or desires for the Works;
- c) to clear the Statutory Right of Way and keep in clear of anything which, in the opinion of the Provider, constitutes or may constitute an obstruction to the use of the Statutory Right of Way or to the Works;
- d) to make reasonable ancillary use of the Lands for carrying out the Works; and
- e) to do all acts, which in the opinion of the Provider, are incidental to the foregoing.

2. The Owner will:

- a) not do or permit to be done any act or thing which, in the opinion of the Provider, might interfere with, injure, impair the operating efficiency of, or obstruct access to or the use of the Statutory Right of Way or the Works;
- b) trim or, if necessary, cut down any tree or other growth on the Lands which, in the sole opinion of the Provider, constitutes or may constitute, a danger or obstruction to those using the Statutory Right of Way or to the Works;
- c) execute all further documents and things for the better assuring unto the Provider of the Statutory Right of Way or to the Works;
- d) permit the Provider to peaceably hold and enjoy the rights granted by this Agreement;
- e) maintain, care for and clean the surface of the Statutory Right of Way and remove grass and other growth from the surface of the Statutory Right of Way as required by the Provider and do all other things deemed by the Provider to be reasonably necessary for the safe use and preservation of the Statutory Right of Way; and
- f) maintain, care for, keep clean from garbage and noxious debris, and provide suitable landscaping, where applicable, for those Works within the Statutory Right of Way that are not normally maintained by the Provider including, but not limited to waterworks connections.

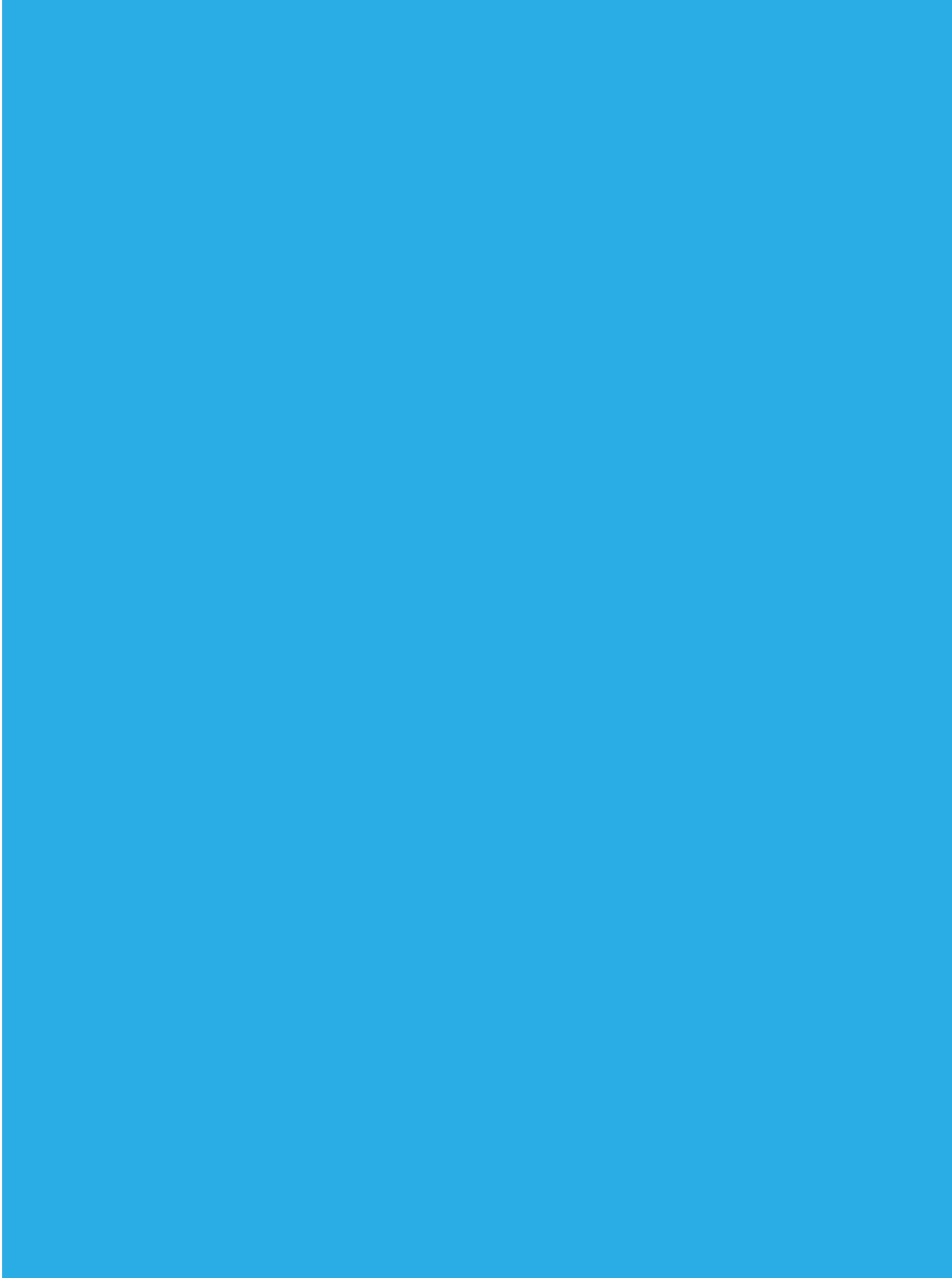
3. The Provider will:

- a) use the Statutory Right of Way and carry out the construction and maintenance of the Works in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Owner, the Lands or any improvement on the Lands;
 - b) not bury, without the prior written consent of the Owner, debris or rubbish in excavations or backfill;
 - c) remove shoring and like temporary structures as backfilling proceeds;
 - d) remove all rubbish and construction debris it creates in order to leave the Statutory Right of Way in a reasonably neat and clean condition;
 - e) exercise care not to damage the Lands or any permitted improvements on the Lands and if the Provider should cause any such damage, restore such damaged Lands or permitted improvements thereon to as close to their pre-damaged condition as is reasonably practicable with reasonable dispatch or where the Provider deems restoration to be impracticable, reimburse the Owner for all damage the Provider has caused but not restored;
 - f) accept sole responsibility for only normal and usual maintenance of water works within the Statutory Right of Way, including but not limited to the waterworks mainline, mainline valves and fire hydrants; and
 - g) not to be unreasonable in its opinions herein.
4. No right granted to or reserved by the Provider in this Agreement will require the Provider to clean, repair, or maintain the Works or the Statutory Right of Way unless the Provider is expressly required in this Agreement to perform such cleaning, repairing or maintenance.
 5. If the Provider deems it necessary or convenient to alter the location of the Statutory Right of Way or the Works, the Owner agrees to execute a new statutory right of way agreement in substantially the same form as this Agreement to authorize and protect the Statutory Right of Way in its new location and the Works in their new location and, on execution and registration of the new agreement, this Agreement will be deemed to be null and void and if the alteration is at the request of the Owner, the cost of the physical relocation of the Works and preparation, execution and registration of the amending statutory right of way agreement and plan will be borne by the Owner.
 6. All chattels, equipment, supplies, fixtures or other materials comprising the Works or otherwise installed by the Provider over, on, in or under the Statutory Right of Way are and will remain the property of the Provider, any rule of law or equity to the contrary notwithstanding.

7. Should the Owner omit, fail or neglect to carry out one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement, the Provider may give the Owner fourteen (14) days' written notice in the manner provided in this Agreement requiring the default to be cured; if the Owner fails to cure such default to the satisfaction of the Provider within the time specified, the Provider may enter onto the Lands and rectify such default to the extent considered necessary by it and the cost of doing so will be a debt due and owing to the Provider by the Owner with interest to accrue at the prime rate of the Bank of Montreal as of the date of the notice.
8. The Owner will, after execution of this Agreement by it, at the expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all financial charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Provider or have been granted in favour of the Provider.
9. The Owner will at all times and does hereby indemnify, save harmless, release and forever discharge the Provider from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises, at law or in equity, whether known or unknown, including without limitation for injury to persons or property including death, or any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Owner in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the Provider, in which case the Provider will indemnify the Owner under section 10 of this Agreement.
10. The Provider will at all times and does hereby indemnify, save harmless, release and forever discharge the Owner from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises, at law or in equity, whether known or unknown, including without limitation for injury to persons or property including death, of any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Provider in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the Owner, in which case the Owner will indemnify the Provider under section 9 of this Agreement.
11. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
12. This Agreement runs with the Lands.
13. Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:
 - a) a director of the Provider or the Owner has been served personally, on the date of service; or

- b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to the party at the address provided in this Agreement or to whatever address the party may from time to time provide to the other party.
14. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
15. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
16. Nothing in this Agreement grants to the Provider any interest in the riparian or littoral rights of the Owner to the lands which may accrete to the Lands.
17. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of the Agreement.
18. This Agreement will enure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.
19. This Agreement may be assigned by the Provider without the consent of the Owner.
20. This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
21. Notwithstanding anything contained in this Agreement, neither the Owner named herein nor any future owner of the Lands or any portion of the Lands will be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner named herein or any future owner ceases to have a further interest in the Lands.
22. Wherever this Agreement creates a power or obligation of the Provider to make a decision or to exercise any contractual right or remedy, the Provider may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, will have any application.

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





1. Application

Document Fees: \$228.96

REED POPE LAW CORPORATION
202-1007 Fort Street
Victoria BC V8V 3K5
250.383.3838

File:
 Water Utility Rent Charge

2. Description of Land

PID/Plan Number	Legal Description
028-867-351	LOT 2 DISTRICT LOT 10348 KOOTENAY DISTRICT PLAN EPP14443 EXCEPT PLAN EPP101154

3. Nature of Interest

Type	Number	Additional Information
RENT CHARGE		
PRIORITY AGREEMENT		GRANTING RENT CHARGE HEREIN, PRIORITY OVER CA2651891
PRIORITY AGREEMENT		GRANTING RENT CHARGE HEREIN, PRIORITY OVER CA7663643 AND CA7663644

4. Terms

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

5. Transferor(s)

KV PROPERTIES INC. , NO.BC1169034
KOOCANUSA VILLAGE COMMUNITY ASSOCIATION , NO.S0060030 , (AS TO PRIORITY)
1213904 B.C. LTD., NO.BC1213904, (AS TO PRIORITY)

6. Transferee(s)

0938534 B.C. LTD. PO BOX 1799 FERNIE BC V0B 1M0	BC0938534
--	-----------

7. Additional or Modified Terms



EXHIBIT K

8. Execution(s)

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

Witnessing Officer Signature

GORDON LEFFLER
LAWYER
 1361 - 7th Avenue
 Fernie BC V0B 1M0

Execution Date

YYYY-MM-DD

2022-08-24

Transferor / Transferee / Party Signature(s)

KV PROPERTIES INC.
 By their Authorized Signatory

Reto Barrington

Officer Certification

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

Witnessing Officer Signature

GORDON LEFFLER
LAWYER
 1361 - 7th Avenue
 Fernie BC V0B 1M0

Execution Date

YYYY-MM-DD

2022-08-23

Transferor / Transferee / Party Signature(s)

KOOCANUSA VILLAGE COMMUNITY ASSOCIATION
 By their Authorized Signatory

Reg Patterson

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.



EXHIBIT K

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

GORDON LEFFLER
LAWYER
1361 - 7th Avenue
Ferne BC V0B 1M0

YYYY-MM-DD

2022-08-24

1213904 B.C. LTD.
By their Authorized Signatory

Reto Barrington

Officer Certification

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

Electronic Signature

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

Thomas Smythe
McLachlan
QMAYRF

Digitally signed by
Thomas Smythe
McLachlan QMAYRF
Date: 2022-09-08
14:18:45 -07:00

TERMS OF INSTRUMENT - PART TWO

RENT CHARGE

BETWEEN:

KV PROPERTIES INC.

(the "Transferor")

AND:

0938534 B.C. Ltd. (Inc. No.:BC0938534)

(the "Transferee")

BACKGROUND

- A. The Transferor is the registered owner of the Lands as hereafter defined.
- B. The Transferee has been incorporated for the purpose of maintaining and operating a Waterworks System which will provide service to the Lands.
- C. The Transferee is a water utility within the meaning of the *Water Utility Act* (British Columbia), and is therefore subject to regulation by the Comptroller of Water Rights in all matters including Tariff rules, rates and charges.
- D. The Transferee has been granted a Certificate of Public Convenience and Necessity (**CPCN**) by the Comptroller of Water Rights of the Province of British Columbia to operate a waterworks system.
- E. The Transferee has installed a Waterworks System to service the Lands in accordance with the CPCN and filed water Tariff.
- F. The Transferor must pay an annual water availability of service charge being the Annual Fee for the Lands in the future and for any Future Lot or Lots until such time as the Transferor shall make application to connect the Lands or any Future Lot or Lots to the Waterworks System operated by the Transferee and thereafter, the Transferor shall pay to the Transferee the greater of the Annual Fee and the User Charge determined and set in accordance with the Tariff filed by the Transferee.
- G. The Transferor has agreed to grant to the Transferee a yearly Rent Charge against the Lands and any Future Lot or Lots to secure the Annual Fee.

AGREEMENTS

In consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which each party acknowledges the parties agree as follows including under section 219 of the *Land Title Act* (British Columbia):

1. Defined Terms

In this Agreement:

- (a) **“Agreement”** means this agreement as it may be amended or supplemented from time to time;
- (b) **“Annual Fee”** means the annual water availability of service charge (rent charge) payable to the Transferee for the Lands or any Future Lot or Lots and determined in accordance with Section 3 hereof;
- (c) **“Business Day”** means any day from Monday to Friday, inclusive, except for any day that is a statutory holiday in British Columbia;
- (d) **“Comptroller of Water Rights”** means the comptroller of water rights appointed pursuant to the *Water Utility Act* (British Columbia) and the *Utilities Commission Act* (British Columbia);
- (e) **“Future Lot”** or **“Lots”** means in the singular or plural, any one or more of any portion of the Lands now, or at any time hereafter, constituting a single legally subdivided area in accordance with the requirements of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia) and includes, without limitation, strata lots and air space parcels;
- (f) **“Lands”** means those lands and premises defined in Item 2 of the Form C General Instrument – Part 1, of which this Agreement forms part;
- (g) **“Tariff”** means the latest water tariff applicable to the Lands and filed by the Transferee with the Comptroller of Water Rights with respect to the water tariff which is available for inspection at the Transferee’s office;
- (h) **“Waterworks System”** means the works and system installed or to be installed by the Transferee for the provision of water services to the Lands;
- (i) **“User Charge”** means utility customer rates based on the Tariff for those connected and receiving water service.

2. **Grant**

The Transferor hereby grants to the Transferee for the term of infinite years a yearly rent charge over the Lands in the amount of the Annual Fee payable in respect of the Lands and every Future Lot or Lots which may be created by a further subdivision of the Lands and which rent charge shall be deemed to accrue from day to day but shall be:

- (a) paid in advance in installments according to the Transferee's Billing and Payment Section and Availability of Service (Rent Charge) Schedule of its filed Tariff, and
- (b) no longer applicable once a customer has received approval to connect to the Transferee's Waterworks System, has passed inspection and has been accepted by the Transferee as a customer. A pro-rated refund of the rent charge will be credited to the customer's account, if applicable.

3. **Annual Fee**

The Annual Fee shall be in accordance with the Transferee's filed Tariff.

4. **Application of User Charge**

Upon the Transferor making application to the Transferee to connect the Lands to the Waterworks System and upon the Transferor paying the User Charge in accordance with the filed Tariff from time to time, then the rent charge shall abate against the Lands to the extent of and in the amount of the User Charge which is paid in accordance with the Tariff PROVIDED HOWEVER that the Transferor has paid all arrears and interest owing to the Transferee including amounts owing under the rent charge.

5. **Arrears**

Any arrears of rent charge shall bear interest from the due date until payment at a rate of 18% per annum accruing daily, and shall be a charge upon the Lands or Future Lot or Lots in question in the same manner as the rent charge hereby charged on the Lands.

6. **Changes in Rates**

The Transferor covenants and agrees with the Transferee that a copy of this rent charge shall be filed with the approved Tariff of the Transferee and that the amount of the rent charge and any arrears stated herein may be amended by order of the Comptroller of Water Rights in the manner provided for the fixing of rates under the *Water Utility Act* (British Columbia).

7. **Burden of Rent Charge**

The Transferor covenants and agrees with the Transferee that the Transferor and all persons deriving title from the Transferor will at all times pay to the Transferee the rent charge at the times and in the manner herein provided for payment, and the rent charge shall be a burden upon and run with the Lands and each and every part into which the Lands may be subdivided.

8. **Rights to Distrain**

If default shall be made in payment of the rent charge or any part thereof, or interest, for a period of 60 days after the time for payment, then at any time thereafter in addition to any other remedies available to the Transferee in law, the Transferee may enter upon the Lands or any Future Lot or Lots and distrain for the installment or installments in arrears and to take, lead, drive, carry away and impound the distrained goods and chattels until the rent charge and the arrears and interest thereof if any, together with all costs and charges incurred by such distress or in obtaining payment of the rent charge shall be fully paid and satisfied.

9. **Power of Sale**

If the Transferor is in default of any payment hereby secured for a period of 180 days or more, the Transferee may immediately sell and dispose of the Lands or any Future Lot or Lots either by public auction or by private contract as the Transferee shall deem fit and proper and may rescind or vary any contract for the sale and resale without being responsible for any loss occasioned thereby and may convey and assure the same to the purchaser in fee simple and the Transferor hereby constitutes the Transferee, its successors and assigns, the attorney or attorneys irrevocable by death, infirmity or otherwise, of the Transferor, its heirs, executors or assigns, to make such conveyance or conveyances, PROVIDED HOWEVER that such power of sale shall not be exercised until after one month's previous notice in writing shall have been given to the Transferor either by delivery to the Transferor or by delivery to an adult person upon the Lands or any Future Lot or Lots or if vacant, by substitute service in the manner allowed under the Supreme Court Rules of the Province of British Columbia, upon the further proviso that the Transferor does not, before the making of the sale, pay the amount in default with interest thereon and the costs of any such notice and the proceedings of the sale and the further proviso that no legal proceedings shall be commenced in any court seeking any remedy against the Lands or any Future Lot or Lots without written consent of the Comptroller of Water Rights.

10. **No Duty to Inquire**

It is further agreed that notwithstanding the absolute disposition of the Lands or any Future Lot or Lots upon default, the rent charge shall survive and the purchaser in fee simple shall be subject to the terms of this Agreement, provided that no purchaser shall be bound to inquire whether any installment or installments of the rent charge is or are in arrears or as to the impropriety of irregularity of such sale and it shall, as regards to the purchasers or purchasers, be deemed within the powers hereby granted and be valid accordingly, and the remedy (if any) of the Transferor in respect of any impropriety or irregularity in such sale shall be in damages only and the purchaser or purchasers on the sale shall not be required to see the application of the proceeds of the sale or be accountable for any loss, misappropriation thereof.

11. Application of Funds

The monies realized by reason of the exercise of the power of sale shall be applied by the Transferee firstly in payment of expenses incurred in and about such sale or otherwise in relation to the Lands and then, in and towards satisfaction of the monies for the time being owing upon the security granted by these presents and then to pay the surplus, if any, the Transferor or as the Transferor may direct.

12. Further Rights of Transferee

It is further agreed that, notwithstanding the foregoing provisions for enforcement of the payments due herein, the Transferee, at its option, may bring or take legal action for payment in any court of competent jurisdiction.

13. Transfer to Taxing Authority

In the event that the Waterworks System operated by the Transferee shall at any time be taken over, transferred to or operated by any public authority having statutory taxing powers with respect to the Waterworks System, the Transferee shall release the Lands from the rent charge provided that the rent charge and all arrears and interest are paid in full to the date of release.

14. Priority

The Transferor will do or cause to be done at its expense all acts necessary for the Transferee to gain in priority for this rent charge over all liens, charges and encumbrances which are or may be registered against the Lands.

15. Enurement

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

16. Release

Except for the provisions of Clause 13, the Transferee shall not release the Lands from the rent charge without the approval of the Comptroller of Water Rights.

17. Charge on Lands

The covenants of the Transferor contained herein will be personal and binding upon the Transferor in respect of the Lands and each and every Future Lot or Lots only during the Transferor's ownership of any interest in such Lands or Future lot or Lots but the Lands or Future Lot or Lots in question will nevertheless be and remain charged herewith.

18. **No Waiver**

Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.

19. **Governing Law**

This Agreement shall be governed and construed in accordance with the laws in force in the Province of British Columbia.

20. **Severability**

If any action, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the provision that is invalid shall not affect the validity of the remainder of this Agreement.

21. **Related Parties**

Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such part where the context so requires or allows.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement to be effective as of the date set out above by executing item 8 of the Form C – General Instrument Part 1.

CONSENT AND PRIORITY AGREEMENT

WHEREAS KOOCANUSA VILLAGE COMMUNITY ASSOCIATION (Inc. No.S0060030) (the "**Chargeholder**") is the holder of a Rent Charge (the "**Charge**") encumbering the lands (the "**Lands**") described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the Nelson Land Title Office under instrument number CA2651891.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Rent Charge attached hereto (the "**Rent Charge**") and the Chargeholder hereby agrees that the Rent Charge will be binding upon its interest in and to the lands; and
2. grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Rent Charge over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Rent Charge as if the Rent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

WHEREAS 1213904 B.C. LTD. (Inc. No. BC1213904) (the "**Chargeholder**") is the holder of a Mortgage and Assignment of Rents (collectively called the "**Charges**") encumbering the lands (the "**Lands**") described in item 2 of the *Land Title Act* Form C attached hereto, which were registered in the Nelson Land Title Office under instrument numbers CA7663643 and CA7663644 respectively.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Rent Charge attached hereto (the "**Rent Charge**") and the Chargeholder hereby agrees that the Rent Charge will be binding upon its interest in and to the Lands; and
2. grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Rent Charge over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Rent Charge as if the Rent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Charges.

IN WITNESS WHEREOF the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

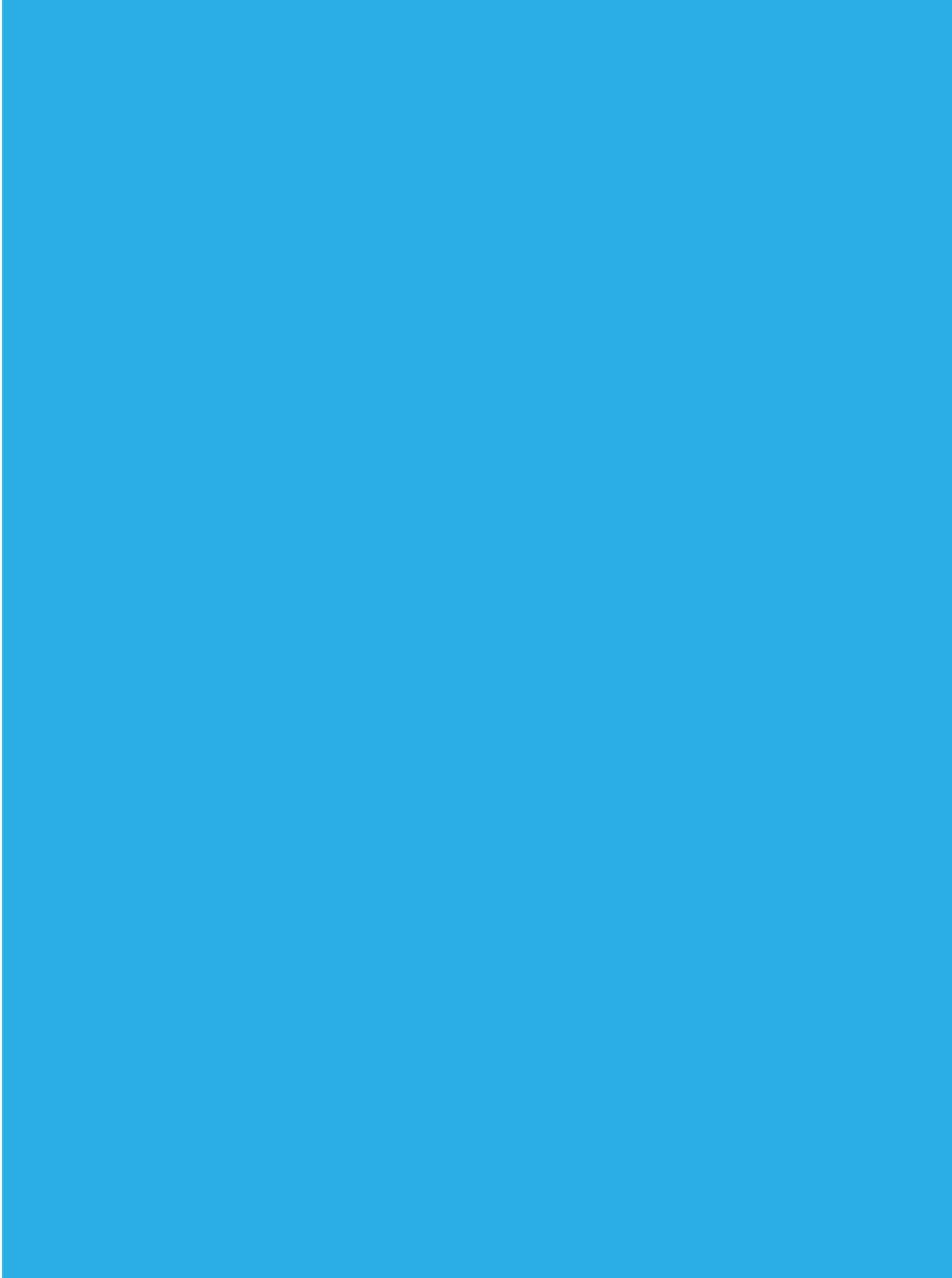


EXHIBIT L

Status: Registered

Doc #: CA2652034

RCVD: 2012-07-11 RQST: 2020-02-05 16:53:29

FORM_C_V18 (Charge)

KAMLOOPS LAND TITLE OFFICE

Jul-11-2012 16:32:43.032

CA2652034

LAND TITLE ACT
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 11 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.juricert.com/
LKUP.cfm?id=7STYS3
Date: 2012.07.11 15:32:34 -08'00'

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

SEE SCHEDULE

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))

0938522 B.C. LTD.

BOX 17, SITE 11, RR #7

CALGARY

T2G 0A5

ALBERTA

CANADA

Incorporation No

BC0938522

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)

Kerri-Anne Thomas

Barrister & Solicitor

1018 - 7th Avenue

PO Box 2400

Invermere, BC V0A 1K0

Execution Date

Y	M	D
12	06	20

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

Officer Signature(s)

Kerri-Anne Thomas
Barrister & Solicitor

1018 - 7th Avenue
PO Box 2400
Invermere, BC V0A 1K0

(as to all signatures)

(as to all signatures)

Execution Date

Y	M	D
12	06	20

Transferor / Borrower / Party Signature(s)

0938522 B.C. Ltd. by its authorized
signatory(ies):

Per: Dennis Hockett

Per: Vic Toews

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.

EXHIBIT L

Status: Registered

Doc #: CA2652034

RCVD: 2012-07-11 RQST: 2020-02-05 16:53.29

FORM_E_V18

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 11 PAGES

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

NO PID NMBR LOT 2, DISTRICT LOT 10348, KOOTENAY DISTRICT PLAN EPP14443

STC? YES

[Related Plan Number]

EPP14443

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

NO PID NMBR LOT 3, DISTRICT LOT 10348, KOOTENAY DISTRICT PLAN EPP14443

STC? YES

[Related Plan Number]

EPP14443

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

NO PID NMBR LOT 4, DISTRICT LOT 10348, KOOTENAY DISTRICT PLAN EPP14443

STC? YES

[Related Plan Number]

EPP14443

EXHIBIT L

Status: Registered

Doc #: CA2652034

RCVD: 2012-07-11 RQST: 2020-02-05 16:53.29

FORM_E_V18

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 11 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Entire Instrument

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

TERMS OF INSTRUMENT - PART TWO

THIS AGREEMENT made this ____ day of _____, 2012

BETWEEN:

Marcer Ranching Ltd., 4401 Macleod Trail S.W., Calgary, Alberta T2G 0A5
(the "Owner")

AND:

0938522 B.C. Ltd., Box 17, Site 11, RR #7, Calgary, Alberta T2G 0A5
(the "Provider")

WHEREAS:

A. The Owner is the Transferor described on page one of this Instrument and is the registered owner of the lands described in paragraph 2 on page 1 of this Instrument (the "Lands").

B. The Provider requires and the Owner wishes to grant to the Provider a statutory right of way, through, under and across the Lands for the purpose of constructing, installing, maintaining and operating a sewage collection system and ancillary works as well as any things and components necessary for power distribution, propane distribution, telecommunications and television cable service distribution.

C. The Provider is a sewage utility company and is registered to accept statutory rights of way in the Lake Koocanusa area of the Province of British Columbia.

D. This statutory right of way is necessary for the operation and maintenance of the Provider's undertaking.

NOW THEREFORE in consideration of the premises contained in this Agreement, \$1.00 paid by the Provider to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. The Owner hereby grants and conveys in perpetuity and at all times to the Provider and the Provider's employees, agents, contractors and licensees, in common with others entitled thereto, the full, free and uninterrupted right, licence, liberty, privilege, easement and right of way in common with the Owner over the Lands:

- a) to enter over, on, in and under the Statutory Right of Way, with or without equipment or vehicles, to:
 - (i) conduct surveys and examinations;
 - (ii) dig up, remove and replace soil;
 - (iii) construct, install, operate, maintain, clean, cover with soil, alter, relocate, renew, inspect and replace:

1. sanitary sewer services, sewage lift stations, conduits, power poles, transmission lines, pipes, culverts, retaining walls, wing walls, manholes, pumping meters, pumps, valves, and similar equipment, or any of them, together with all ancillary attachments and fittings for the purpose of conveying, draining, pumping, containing, protecting, metering, treating and disposing of sewage, liquid waste and storm water in connection with the provision of sanitary sewer and storm sewer service;
 2. all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of transmitting and distributing electricity and for the purposes of telephone and telecommunications, including underground lines, cables, conduits and pipes of every kind, together with all ancillary nodes, appliances, fittings, transformers either above ground or underground and all related works;
 3. all connectors, lines and all associated equipment for transmitting cable television service; and,
 4. all propane equipment, lines and connectors necessary to set up a propane grid distribution system (all of paragraph 1 (a) (3) collectively the "Works").
- b) to bring on to the Statutory Right of Way all materials and equipment the Provider requires or desires for the Works;
 - c) to clear the Statutory Right of Way and keep in clear of anything which, in the sole opinion of the Provider, constitutes or may constitute an obstruction to the use of the Statutory Right of Way or to the Works;
 - d) to make reasonable ancillary use of the Lands for carrying out the Works; and
 - e) to do all acts, which in the opinion of the Provider, are incidental to the foregoing.
2. The Owner will:
 - a) not do or permit to be done any act or thing which, in the opinion of the Provider, might interfere with, injure, impair the operating efficiency of, or obstruct access to or the use of the Statutory Right of Way or the Works;
 - b) trim or, if necessary, cut down any tree or other growth on the Lands which, in the opinion of the Provider, constitutes or may constitute a danger or obstruction to those using the Statutory Right of Way or to the Works;
 - c) execute all further documents and things for the better assuring unto the Provider of the Statutory Right of Way or to the Works;
 - d) permit the Provider to peaceably hold and enjoy the rights granted by this Agreement;
 - e) maintain, care for and clean the surface of the Statutory Right of Way and remove grass and other growth from the surface of the Statutory Right of Way as required by

the Provider and do all other things deemed by the Provider to be reasonably necessary for the safe use and preservation of the Statutory Right of Way; and

- f) maintain, care for, keep clean from garbage and noxious debris, and provide suitable landscaping, where applicable, for those Works within the Statutory Right of Way that are not normally maintained by the Provider including, but not limited to:
 - (i) sanitary sewer and storm drainage service connections;
 - (ii) storm drainage catch basins; and
 - (iii) storm drainage system inlets and outlets.
- 3. The Provider will:
 - a) use the Statutory Right of Way and carry out the construction and maintenance of the Works in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Owner, the Lands or any improvement on the Lands;
 - b) not bury, without the prior written consent of the Owner, debris or rubbish in excavations or backfill;
 - c) remove shoring and like temporary structures as backfilling proceeds;
 - d) remove all rubbish and construction debris it creates in order to leave the Statutory Right of Way in a reasonably neat and clean condition;
 - e) exercise care not to damage the Lands or any permitted improvements on the Lands and if the Provider should cause any such damage, restore such damaged Lands or permitted improvements thereon to as close to their pre-damaged condition as is reasonably practicable with reasonable dispatch or where the Provider deems restoration to be impracticable, reimburse the Owner for all damage the Provider has caused but not restored;
 - f) accept sole responsibility for only normal and usual maintenance of sewer works within the Statutory Right of Way, including but not limited to:
 - (i) sanitary sewer mainline and manholes; and
 - (ii) storm drainage mainline and manholes; and
 - g) not to be unreasonable in its opinions herein.
- 4. No right granted to or reserved by the Provider in this Agreement will require the Provider to clean, repair, or maintain the Works or the Statutory Right of Way unless the Provider is expressly required in this Agreement to perform such cleaning, repairing or maintenance.
- 5. If the Provider deems it necessary or convenient to alter the location of the Statutory Right of Way or the Works, the Owner agrees to execute a new statutory right of way

agreement in substantially the same form as this Agreement to authorize and protect the Statutory Right of Way in its new location and the Works in their new location and, on execution and registration of the new agreement, this Agreement will be deemed to be null and void and if the alteration is at the request of the Owner, the cost of the physical relocation of the Works and preparation, execution and registration of the amending statutory right of way agreement and plan will be borne by the Owner.

6. All chattels, equipment, supplies, fixtures or other materials comprising the Works or otherwise installed by the Provider over, on, in or under the Statutory Right of Way are and will remain the property of the Provider, any rule of law or equity to the contrary notwithstanding.
7. Should the Owner omit, fail or neglect to carry out one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement, the Provider may give the Owner fourteen (14) days' written notice in the manner provided in this Agreement requiring the default to be cured; if the Owner fails to cure such default to the satisfaction of the Provider within the time specified, the Provider may enter onto the Lands and rectify such default to the extent considered necessary by it and the cost of doing so will be a debt due and owing to the Provider by the Owner with interest to accrue at the prime rate of the Bank of Montreal as of the date of the notice.
8. The Owner will, after execution of this Agreement by it, at the expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all financial charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Provider or have been granted in favour of the Provider.
9. The Owner will at all times and does hereby indemnify, save harmless, release and forever discharge the Provider from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises, at law or in equity, whether known or unknown, including without limitation for injury to persons or property including death, or any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Owner in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the Provider, in which case the Provider will indemnify the Owner under section 10 of this Agreement.
10. The Provider will at all times and does hereby indemnify, save harmless, release and forever discharge the Provider from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises, at law or in equity, whether known or unknown, including without limitation for injury to persons or property including death, of any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Provider in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the Owner, in which case the Owner will indemnify the Provider under section 9 of this Agreement.

11. Waiver of any default by either party will not be deemed to be a waiver of any subsequent default by that party.
12. This Agreement runs with the Lands.
13. Whenever it is required or desired that either party will deliver or serve a notice on the other, delivery or service will be deemed to be satisfactory if and deemed to have occurred when:
 - a) a director of the Provider or the Owner has been served personally, on the date of service; or
 - b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to the party at the address provided in this Agreement or to whatever address the party may from time to time provide to the other party.
14. Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
15. Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers, and invitees of such party wherever the context so requires or allows.
16. Nothing in this Agreement grants to the Provider any interest in the riparian or littoral rights of the Owner to the lands which may accrete to the Lands.
17. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of the Agreement.
18. This Agreement will enure to the benefit of and be binding on the parties notwithstanding any rule of law or equity to the contrary.
19. This Agreement may be assigned by the Provider without the consent of the Owner.
20. This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
21. Notwithstanding anything contained in this Agreement, neither the Owner named herein nor any future owner of the Lands or any portion of the Lands will be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner named herein or any future owner ceases to have a further interest in the Lands.
22. Wherever this Agreement creates a power or obligation of the Provider to make a decision or to exercise any contractual right or remedy, the Provider may do so in accordance with the provisions of this Agreement and no public law duty, whether

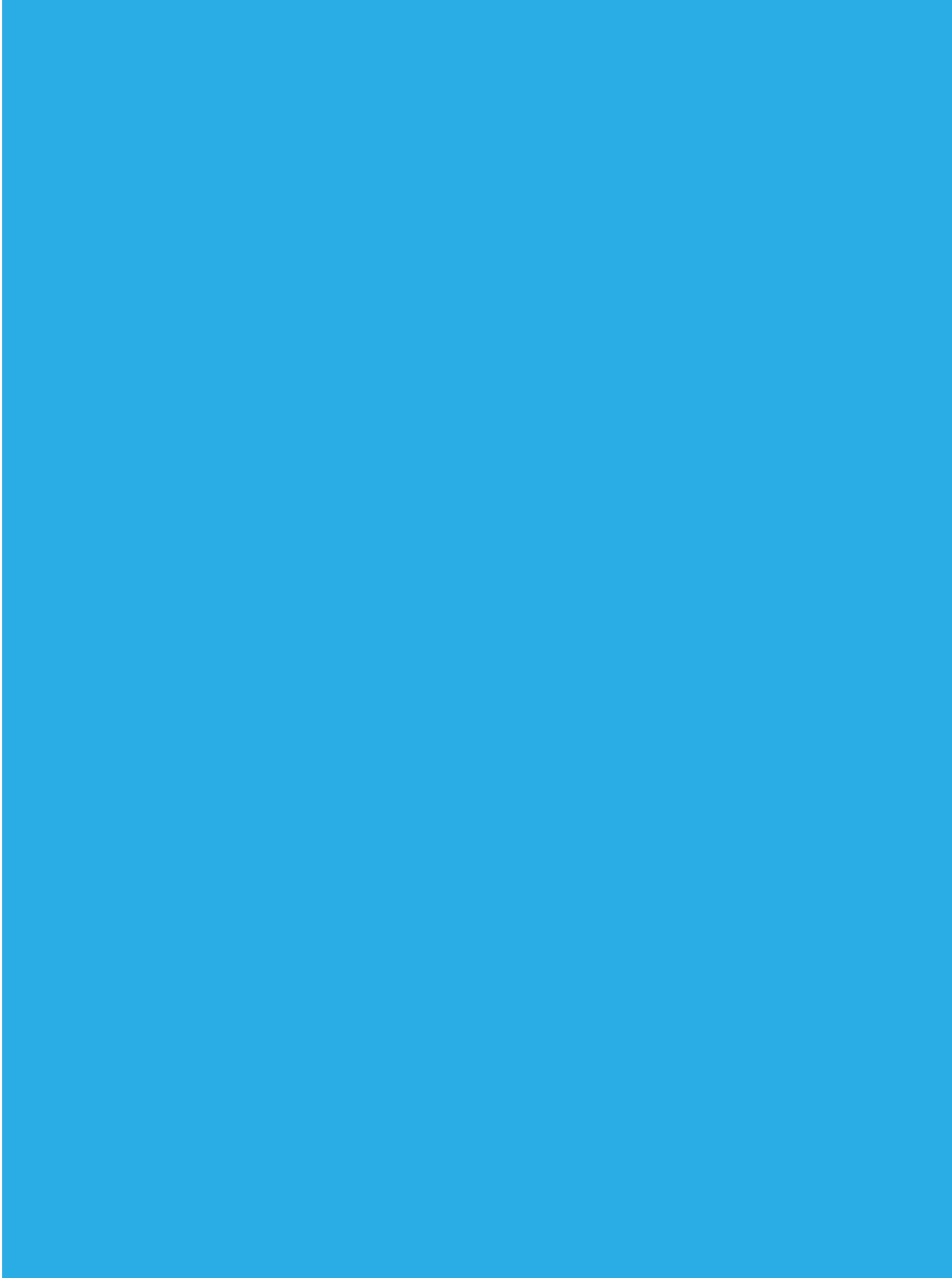
arising from the principles of procedural fairness or the rules of natural justice, will have any application.

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

CONSENT AND PRIORITY

977230 Alberta Ltd. (the "Chargeholder") being the holder of charges registered against the Covenantor's Property or a part thereof in Kamloops Land Title Office under instrument numbers LB62234, LB62235, LB107283 and LB139618 respectively (the "Charges") HEREBY CONSENTS TO the registration of the Statutory Right of Way and agree that **THEY SHALL HAVE PRIORITY** over the Chargeholder's right, title and interest in and to the Covenantor's Property described in the Mortgages and Assignment of Rents and Right of First Refusal and the Chargeholder does hereby postpone the Charges, and all of their right, title and interest thereunder, to the Statutory Right of Way as if it had been executed, delivered and registered prior to this execution, delivery and registration of the Charges.

As evidence of an agreement to be bound by the terms of this instrument, the Chargeholder has executed the Land Title Office Form D, which is attached hereto and which forms part of this Agreement.





1. Application

Document Fees: \$228.96

REED POPE LAW CORPORATION
202-1007 Fort Street
Victoria BC V8V 3K5
250.383.3838

File:
 Sewer Utility Rent Charge

2. Description of Land

PID/Plan Number	Legal Description
028-867-351	LOT 2 DISTRICT LOT 10348 KOOTENAY DISTRICT PLAN EPP14443 EXCEPT PLAN EPP101154

3. Nature of Interest

Type	Number	Additional Information
RENT CHARGE		
PRIORITY AGREEMENT		GRANTING RENT CHARGE HEREIN, PRIORITY OVER CA2651891
PRIORITY AGREEMENT		GRANTING RENT CHARGE HEREIN, PRIORITY OVER CA7663643 AND CA7663644

4. Terms

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

5. Transferor(s)

KV PROPERTIES INC. , NO.BC1169034
KOOCANUSA VILLAGE COMMUNITY ASSOCIATION , NO.S0060030 , (AS TO PRIORITY)
1213904 B.C. LTD., NO.BC1213904, (AS TO PRIORITY)

6. Transferee(s)

0938522 B.C. LTD. PO BOX 1799 FERNIE BC V0B 1M0	BC0938522
--	-----------

7. Additional or Modified Terms



EXHIBIT M

8. Execution(s)

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
<p>_____</p> <p>GORDON LEFFLER LAWYER 1361 - 7th Avenue Fernie BC V0B 1M0</p>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p>2022-08-24</p> </div>	<p>KV PROPERTIES INC. By their Authorized Signatory</p> <p>_____</p> <p>Reto Barrington</p>

Officer Certification

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
<p>_____</p> <p>GORDON LEFFLER LAWYER 1361 - 7th Avenue Fernie BC V0B 1M0</p>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p>YYYY-MM-DD</p> <p>2022-08-23</p> </div>	<p>KOOCANUSA VILLAGE COMMUNITY ASSOCIATION By their Authorized Signatory</p> <p>_____</p> <p>Reg Patterson</p>

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.



EXHIBIT M

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

GORDON LEFFLER
LAWYER
1361 - 7th Avenue
Ferne BC V0B 1M0

YYYY-MM-DD

2022-08-24

1213904 B.C. LTD.
By their Authorized Signatory

Reto Barrington

Officer Certification

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

Electronic Signature

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

Thomas Smythe
McLachlan
QMAYRF

Digitally signed by
Thomas Smythe
McLachlan QMAYRF
Date: 2022-09-07
15:16:23 -07:00

TERMS OF INSTRUMENT - PART TWO

RENT CHARGE

BETWEEN:

KV PROPERTIES INC.

(the "Transferor")

AND:

0938522 B.C. Ltd. (Inc. No.:BC0938522)

(the "Transferee")

BACKGROUND

- A. The Transferor is the registered owner of the Lands as hereafter defined.
- B. The Transferee has been incorporated for the purpose of maintaining and operating a Sewer System which will provide service to the Lands;
- C. The Transferee is a sewer utility company and is registered to accept Statutory Right of Ways in the Lake Koochanusa area of British Columbia;
- D. The Transferee has agreed to construct and maintain the Sewer System in order to provide service to the Lands in the future and to any Future Lot or Lots (as hereafter defined) created by a further subdivision of the Lands, upon the condition that the Transferor will pay an annual sewer availability of service charge being the Annual Fee herein described for the Lands and any Future Lot or Lots, until such time as the Transferor applies to connect the Lands or any Future Lot or Lots to the Sewer System operated by the Transferee and thereafter the Transferor shall pay to the Transferee the greater of the Annual Fee and the Sewer Users' Charge determined and in accordance with the Transferee's rates then in effect; and
- E. The Transferor has agreed to grant to the Transferee a yearly rent charge against the Lands to secure the obligations hereunder.

AGREEMENTS

In consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which each party acknowledges the parties agree as follows including under section 219 of the *Land Title Act* (British Columbia):

1. Defined Terms

In this Agreement:

- (a) **“Agreement”** means this agreement as it may be amended or supplemented from time to time;
- (b) **“Annual Fee”** means the annual sewer availability of service charge for the Lands and any Future Lot or Lots determined in accordance with section 3 hereof;
- (c) **“Business Day”** means any day from Monday to Friday, inclusive, except for any day that is a statutory holiday in British Columbia;
- (d) **“Future Lot or Lots”** means in the singular or plural, any one or more of any portion of the Lands now, or at any time hereafter, constituting a single legally subdivided area in accordance with the requirements of the *Land Title Act* (British Columbia) or the *Strata Property Act* (British Columbia) and includes, without limitation, strata lots and air space parcels;
- (e) **“Lands”** means those lands and premises defined in Item 2 of the Form C General Instrument – Part 1, of which this Agreement forms part;
- (f) **“Sewer Users’ Charge”** means the rates of the Transferee for those connected to and receiving services from the Sewer System; and
- (g) **“Sewer System”** means the works and system installed or to be installed by the Transferee for the provision of sewer services to the Lands;

2. **Grant**

The Transferor hereby grants to the Transferee for a term of forty (40) years a yearly rent charge over the Lands in the amount of the Annual Fee payable in respect of the Lands and every Future Lot or Lots which may be created by a further subdivision of the Lands and which rent charge shall be deemed to accrue from day to day but shall be paid in one installment on January 1st of each year. The Annual Fee shall become payable the 1st day of the month following registration of this instrument and continuing during any period that the Transferee provides sewer service to the Lands or any Future Lot or Lots. In the year of registration, the Annual Fee shall be determined by prorating the total Annual Fee by the number of calendar days remaining in the year.

3. **Annual Fee**

The Annual Fee shall be the sum of which is imposed from time to time by the Transferee in the manner provided for fixing of such rates and as notified by the Transferee from time to time to the Transferor.

4. **Application of User Charge**

Upon the Transferor making application to the Transferee to connect the Lands or any Future Lot or Lots to the Sewer System and upon the Transferor paying the Sewer Users’ Charge in accordance with the rates from time to time issued by the Transferee, then the rent charge shall abate against

the Lands or Future Lot or Lots in question for as long as the Sewer Users' Charge is paid in accordance with the Transferee's tariff PROVIDED HOWEVER that the Transferor has paid all arrears and interest owing to the Transferee including amounts owing under the rent charge accrued to the date of the application for connection.

5. Arrears

Any arrears of rent charge shall bear interest from the due date until payment at a rate of eighteen percent (18%) per annum accruing on a daily basis, and shall be a charge upon the Lands or Future Lot or Lots in question in the same manner as the rent charge.

6. Burden of Rent Charge

The Transferor covenants and agrees with the Transferee that the Transferor and all persons deriving title from the Transferor will, at all times, pay to the Transferee the rent charge at the times and in the manner herein provided for payment, and the rent charge shall be a burden upon and run with the Lands and each and every part into which the Lands may be subdivided.

7. Remedies on Default

- (a) If default shall be made in payment of the rent charge or any part thereof, or interest with respect to the Lands or any Future Lot or Lots, for a period of sixty (60) days from the time for payment, then in addition to any other remedies available to the Transferee in law, the Transferee may:
 - (i) cease the provision of sewer services to the Lands or Future Lot or Lots in default; and
 - (ii) enter upon the Lands or Future Lot or Lots in default and distrain for the amount of the arrears, including interest, and take, carry away, impound, hold and keep the distrained goods and chattels until the arrears and interest thereon, together with all costs and charges incurred by the Transferee in carrying out such distraint proceedings, have been fully paid and satisfied;
- (b) If default shall be made in payment of the rent charge or any part thereof, or interest with respect to the Lands or any Future Lot or Lots, for a period of one hundred and eighty (180) days or more after the time for payment, the Transferee may immediately sell and dispose of the Lands or Future Lot or Lots in default either by public auction or by private contract as the Transferee shall deem fit and proper and may buy in, rescind or vary any contract for the sale and resale without being responsible for any loss occasioned thereby and may convey and assure the same to the purchaser in fee simple, and the Transferor hereby constitutes the Transferee, its successors and assigns, the attorney or attorneys irrevocable by death or otherwise, of the Transferor, its heirs, executors, successors or assigns to make such conveyance or conveyances, PROVIDED HOWEVER that such power of sale shall not be exercised until after one month's previous notice in writing of such sale shall have been given to the transferor or owner from time to time of the Lands or Future Lot or Lots in default, either by delivery to the Transferor or then current owner

of the Lands or Future Lot or Lots in default or by delivery to an adult person upon the Lands or Future Lot or Lots in default or, if vacant, by substitute service in the manner allowed under the Supreme Court Rules of the Province of British Columbia, upon the further proviso that the Transferor or the current owner of the Lands or Future Lot or Lots in question does not, before the making of the sale, pay the amount in default with interest thereon and the costs of any such notice and the proceedings of the sale.

8. Further Rights of the Transferee

Notwithstanding the provisions of paragraph 7, the Transferee may, at its option, take all such other remedies in contract or otherwise that may be available to it.

9. No Duty to Inquire

It is further agreed that notwithstanding the absolute disposition pursuant to subsection 7(b) hereof of the Lands or any Future Lot or Lots in default, the rent charge shall survive and the purchaser in fee simple shall be subject to the terms of this Agreement, provided that no purchaser shall be bound to inquire whether any installment or installments of the rent charge is or are in arrears or as to the impropriety or irregularity of such sale and it shall, as regards to the purchasers or purchasers, be deemed within the powers hereby granted and be valid accordingly, and the remedy (if any) of the Transferor in respect of any impropriety or irregularity in such sale shall be in damages only and the purchaser or purchasers on the sale shall not be required to see the application of the proceeds of the sale or be accountable for any loss, misappropriation or misapplication thereof.

10. Application of Funds

The monies realized by reason of the exercise of the power of sale pursuant to subsection 7(b) shall be applied by the Transferee firstly in payment of expenses incurred in and about such sale or otherwise in relation to the Lands or Future Lot or Lots and then, in and towards satisfaction of the monies for the time being owing upon the security granted by these presents and then to pay the surplus, if any, to the Transferor or as the Transferor may direct.

11. Debt Action

Notwithstanding the remedies available to the Transferee in section 7 hereof, the Transferee may, at its option, treat any arrears of rent charge or interest as a simple debt obligation, and may take legal action for payment of same in any court of competent jurisdiction. Any cost incurred by the Transferee to enforce payment of any rent charge (including legal fees and disbursements on a solicitor and client basis) will be a charge on the defaulting Lands or Future Lot or Lots in question in the same manner as the yearly rent charge.

12. Transfer to Taxing Authority

In the event that the Sewer System operated by the Transferee shall at any time be taken over, transferred to or operated by any public authority having statutory taxing powers with respect to the Sewer System, the Transferee shall release the Lands and any Future Lot or Lots from the rent charge, provided that the rent charge and all arrears and interest with respect to the Lands or Future Lot or Lots are paid in full to the date of release.

13. **Priority**

The Transferor will do or cause to be done at its expense all acts necessary for the Transferee to gain in priority for this rent charge over all liens, charges and encumbrances which are or may be registered against the Lands or any Future Lot or Lots.

14. **Enurement**

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

15. **Charge on Lands**

The covenants of the Transferor contained herein will be personal and binding upon the Transferor in respect of the Lands and each and every Future Lot or Lots into which the Lands may be further subdivided only during the Transferor's ownership of any interest in such Lands or Future Lot or Lots but the Lands or Future Lot or Lots in question will nevertheless be and remain charged herewith.

16. **No Waiver**

Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.

17. **Governing Law**

This Agreement shall be governed and construed in accordance with the laws in force in the Province of British Columbia.

18. **Act Reasonably**

The parties shall, at all times, be reasonable in exercising their rights, forming their opinions and performing their duties hereunder.

19. **Severability**

If any action, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the provision that is invalid shall not affect the validity of the remainder of this Agreement.

20. Related Parties

Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such part where the context so requires or allows.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement to be effective as of the date set out above by executing item 8 of the Form C – General Instrument Part 1.

CONSENT AND PRIORITY AGREEMENT

WHEREAS KOOCANUSA VILLAGE COMMUNITY ASSOCIATION (Inc. No.S0060030) (the "**Chargeholder**") is the holder of a Rent Charge (the "**Charge**") encumbering the lands (the "**Lands**") described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the Nelson Land Title Office under instrument number CA2651891.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Rent Charge attached hereto (the "**Rent Charge**") and the Chargeholder hereby agrees that the Rent Charge will be binding upon its interest in and to the lands; and
2. grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Rent Charge over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Rent Charge as if the Rent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

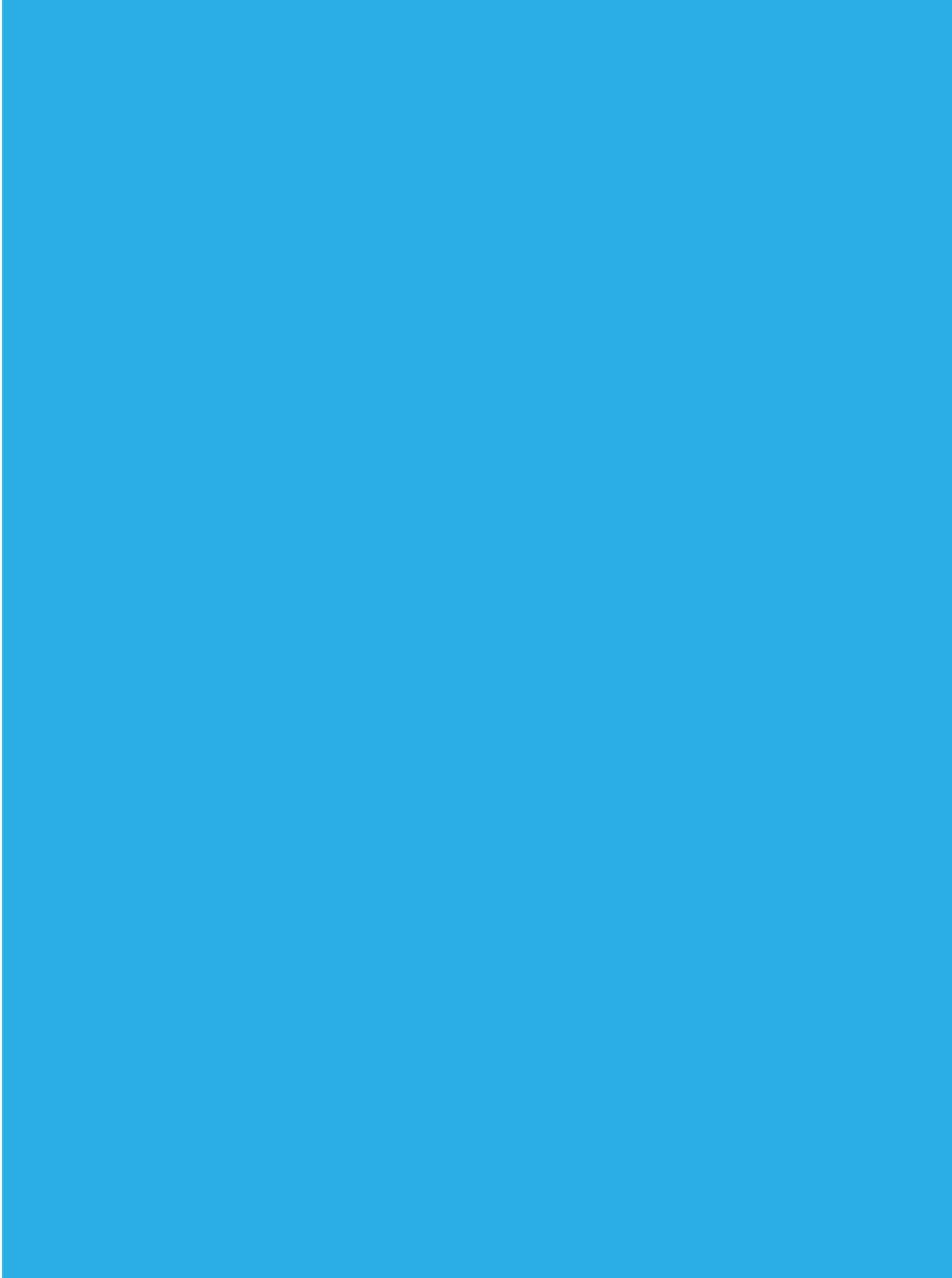
CONSENT AND PRIORITY AGREEMENT

WHEREAS 1213904 B.C. LTD. (Inc. No. BC1213904) (the "**Chargeholder**") is the holder of a Mortgage and Assignment of Rents (collectively called the "**Charges**") encumbering the lands (the "**Lands**") described in item 2 of the *Land Title Act* Form C attached hereto, which were registered in the Nelson Land Title Office under instrument numbers CA7663643 and CA7663644 respectively.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Rent Charge attached hereto (the "**Rent Charge**") and the Chargeholder hereby agrees that the Rent Charge will be binding upon its interest in and to the Lands; and
2. grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Rent Charge over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Rent Charge as if the Rent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Charges.

IN WITNESS WHEREOF the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.



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

EXHIBIT N

PLAN EPP14443

BCGS 82G.014



The intended plot size of this plan is 560mm in width by 854mm in height (B size) when plotted at a scale of 1:3000

LEGEND:

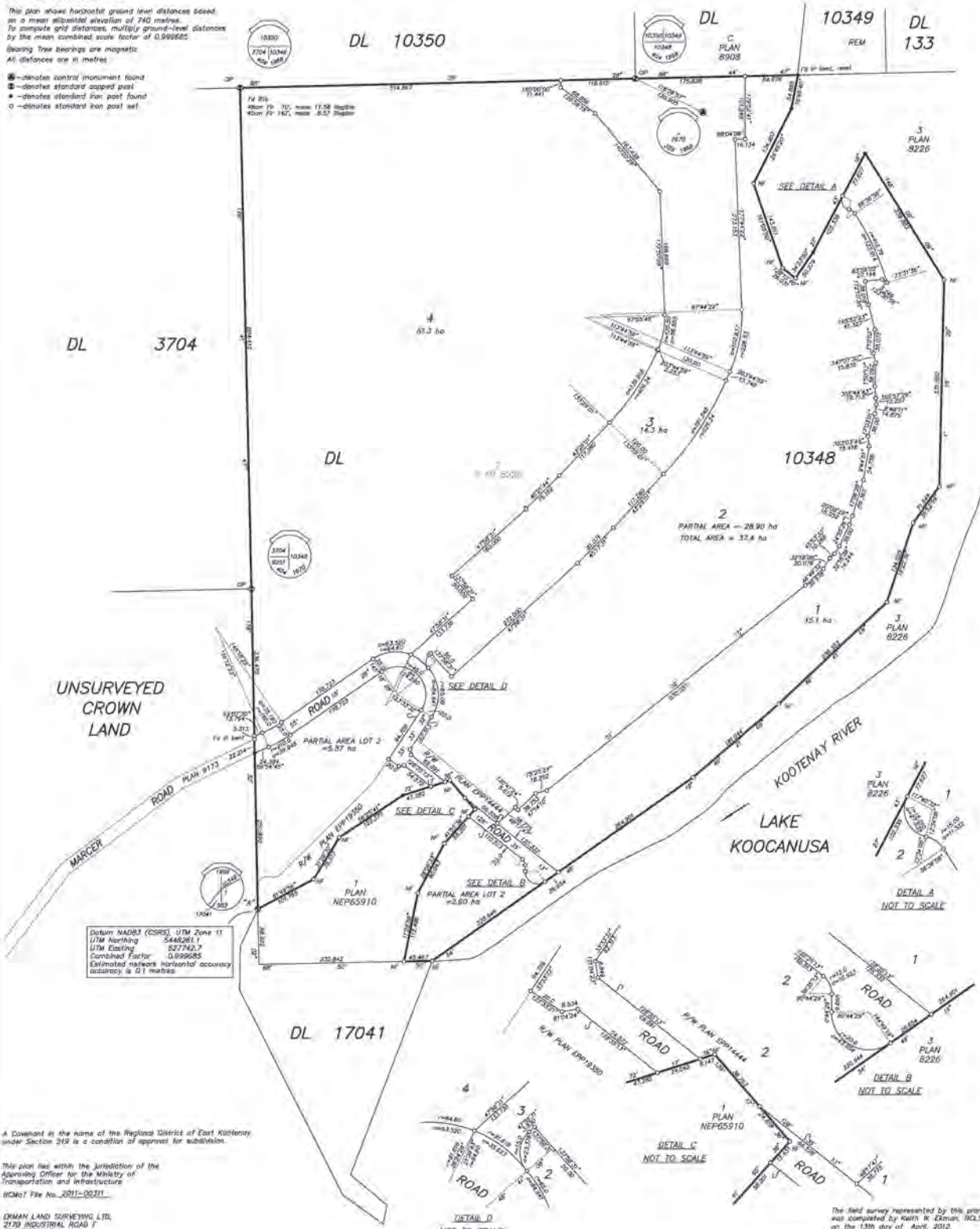
Grid bearings are derived from differential carrier phase GPS observations and are referred to the central meridian of Zone 11. To obtain local astronomic bearings referred to the meridian through point "A" add 119°35'

The UTM coordinates and adjusted network horizontal accuracy are derived from GPS dual frequency observations processed by National Resource Canada's precise point positioning service.

This plan shows horizontal ground level distances based on a mean spheroidal elevation of 740 metres. To compute grid distances multiply ground-level distances by the mean combined scale factor of 0.9996825.

Bearing true bearings are magnetic. All distances are in metres.

- - denotes control monument found
- ⊙ - denotes standard capped post
- ⊙ - denotes standard iron post found
- - denotes standard iron post set



Datum: NAD83 (CGRS), UTM Zone 11
 UTM Northing: 5448261.1
 UTM Easting: 527742.7
 Combined Factor: 0.9996825
 Estimated network horizontal accuracy: ± 0.1 metres

A covenant in the name of the Regional District of East Kootenay under Section 319 is a condition of approval for subdivision.

This plan has with the jurisdiction of the Approving Officer for the Ministry of Transportation and Infrastructure. HCMA# File No. 2011-00211

DKMAN LAND SURVEYING LTD.
2170 INDUSTRIAL ROAD 1
DANBROOK B.C.
V1C 5H4
250-656-5822
FILE: 20832-1

The field survey represented by this plan was completed by Keith K. Egan, BCLS on the 13th day of April, 2012.

This plan lies within the East Kootenay Regional District.

20832-1

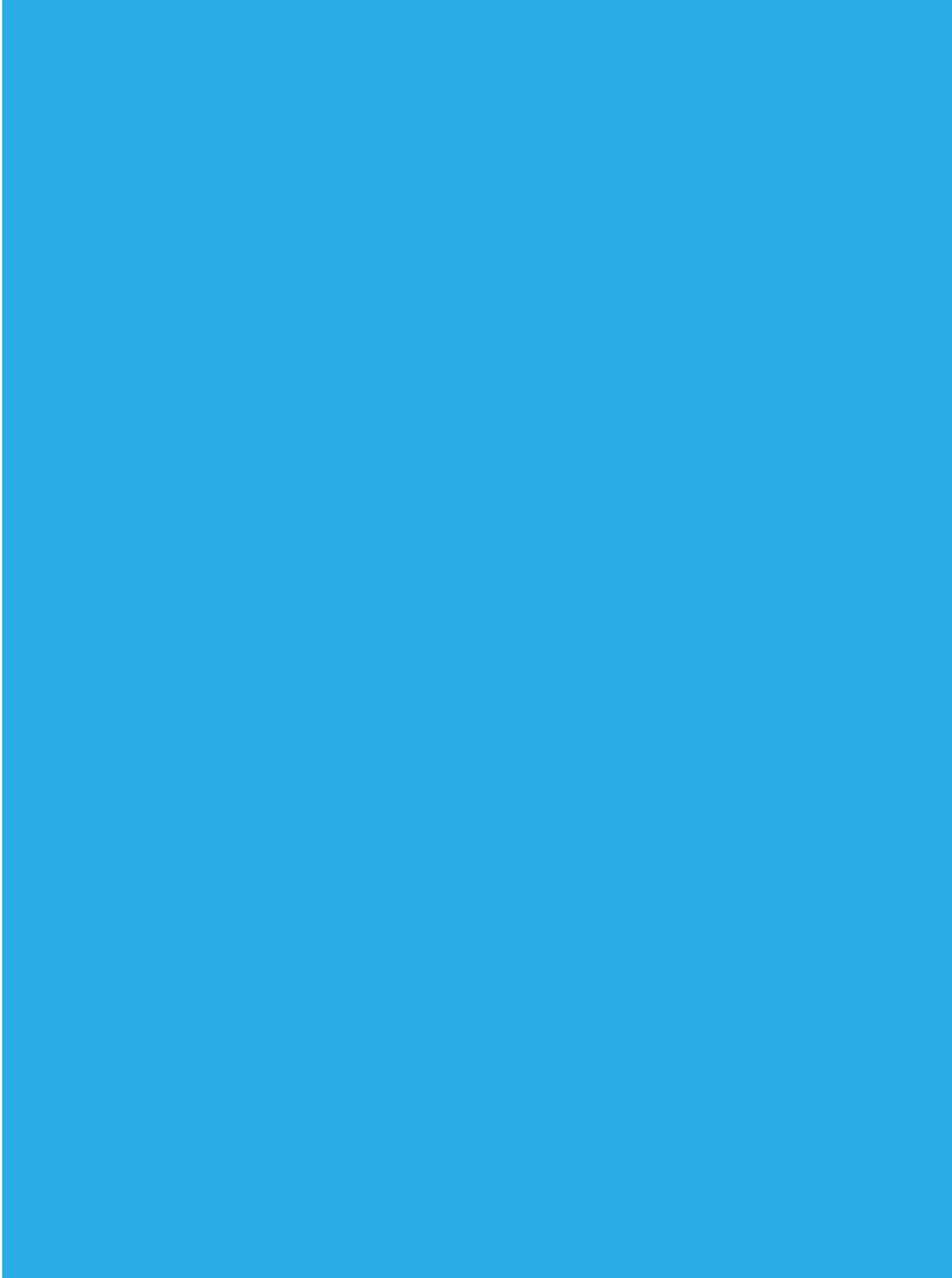


EXHIBIT O

PLAN OF PROPOSED SUBDIVISION OF LOT 1, DISTRICT LOT 10348, KOOTENAY DISTRICT, PLAN EPP124538



The intended plot size of this plan is 560mm in width by 864mm in height (D size) when plotted at a scale of 1:1500

LEGEND

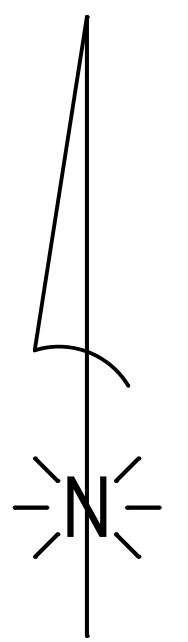
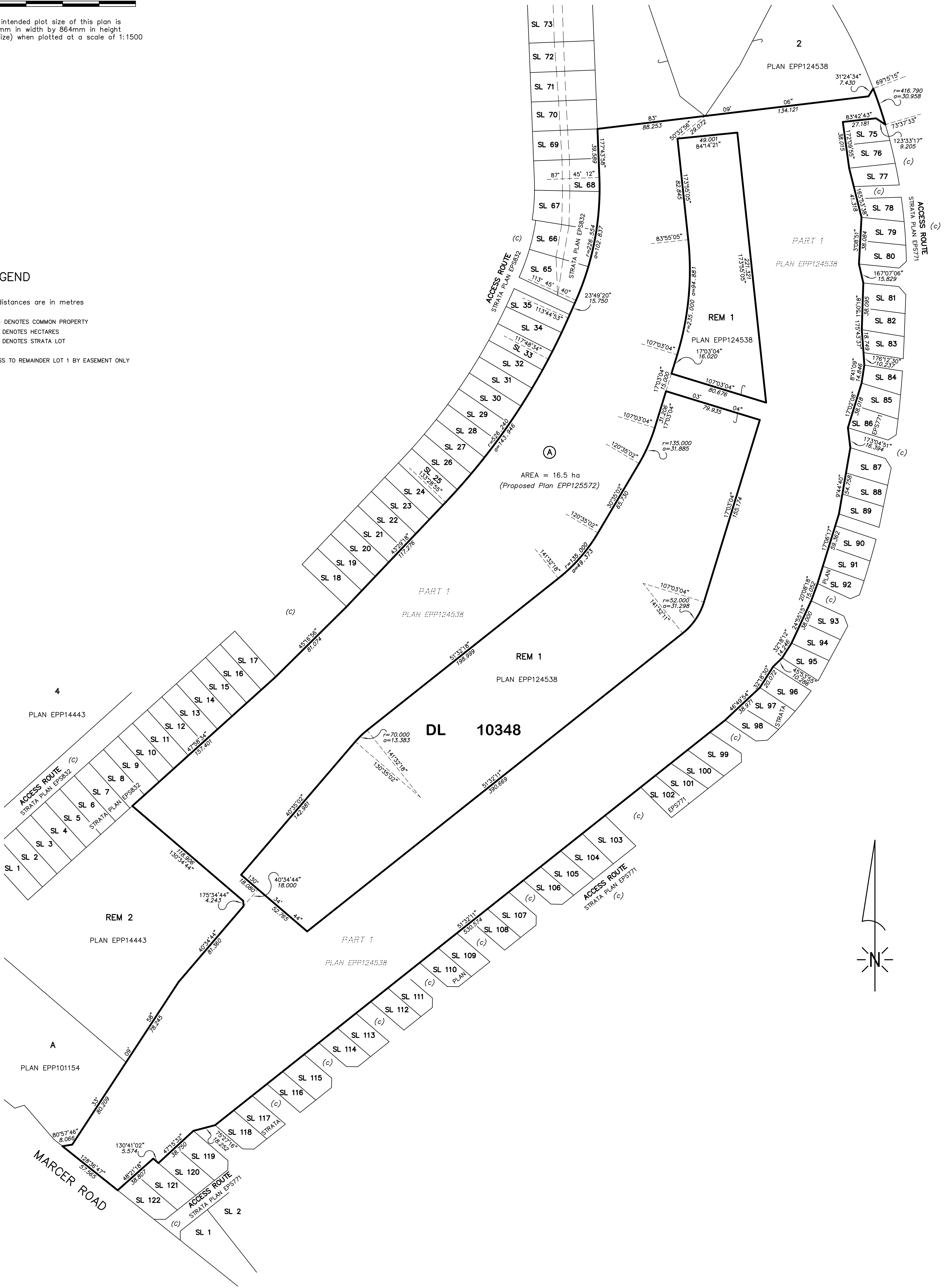
All distances are in metres

(C) - DENOTES COMMON PROPERTY

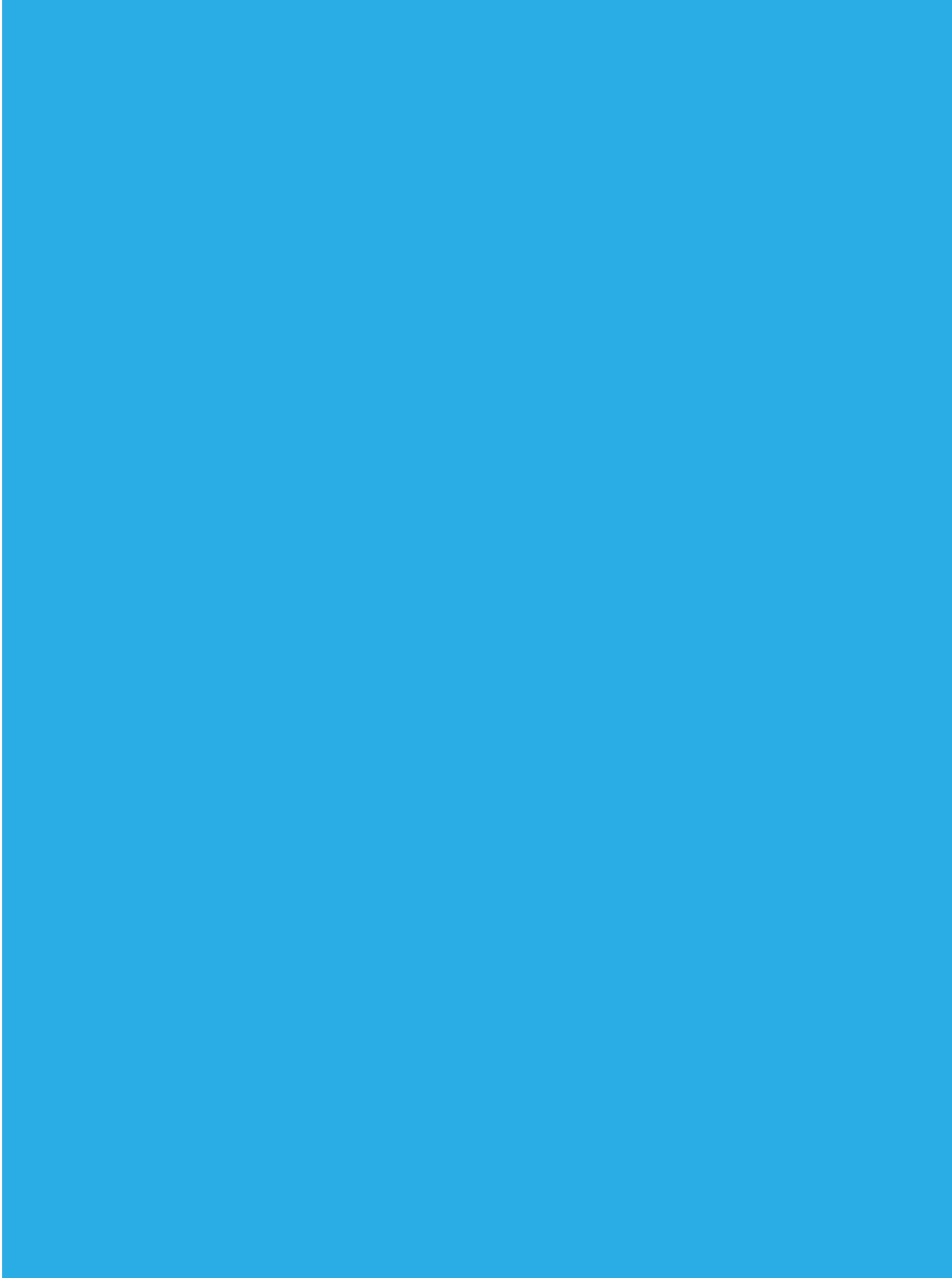
ha - DENOTES HECTARES

SL - DENOTES STRATA LOT

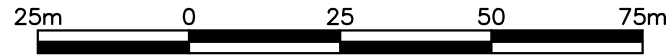
ACCESS TO REMAINDER LOT 1 BY EASEMENT ONLY



This plan is proposing to create Lot A, District Lot 10348, Kootenay District, Plan EPP125572



PLAN TO ACCOMPANY THE DISCLOSURE STATEMENT FOR PHASE 1 OF A BARE LAND STRATA OF PART OF LOT A, DISTRICT LOT 10348, KOOTENAY DISTRICT, PLAN EPP125572

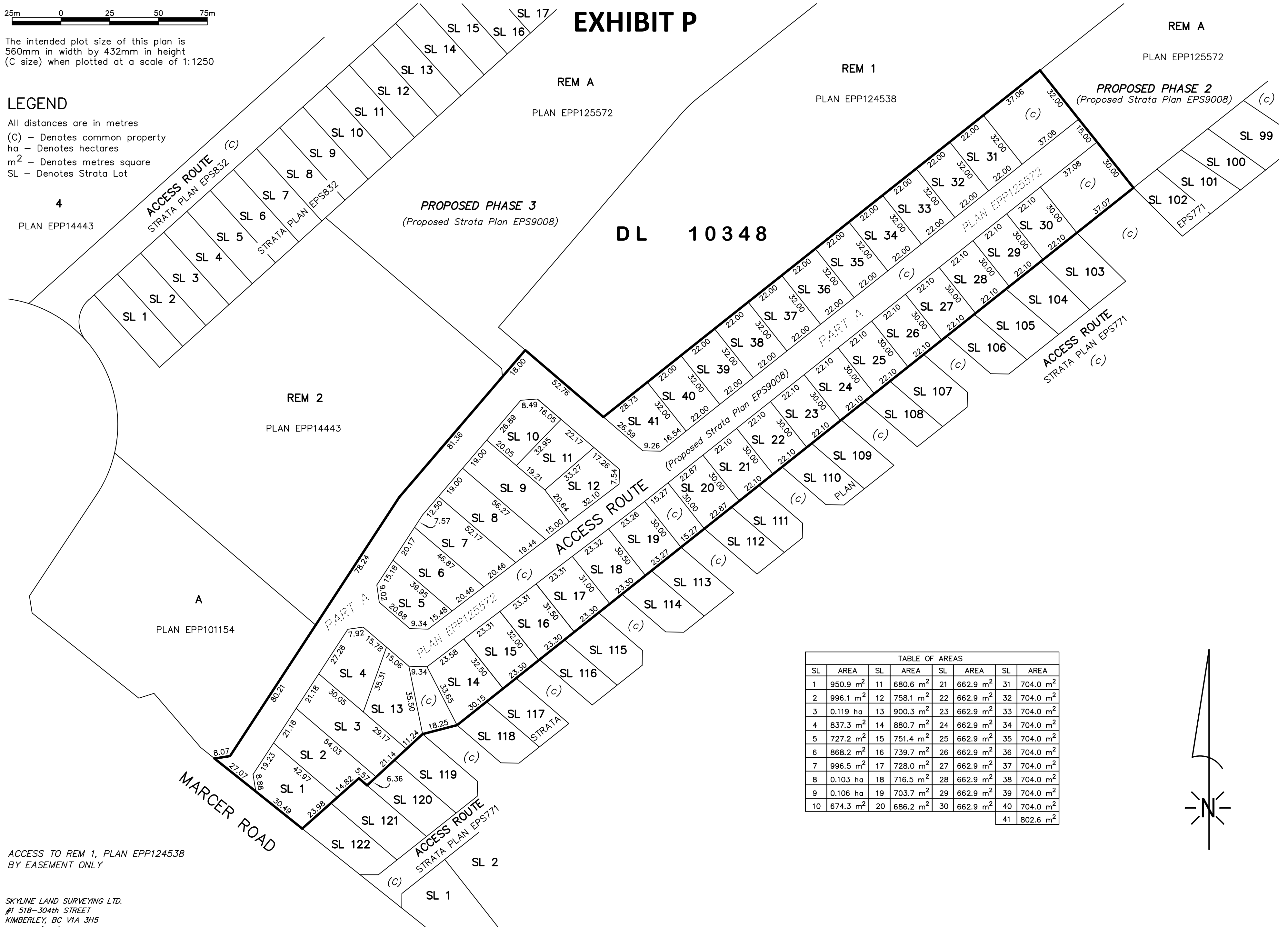


The intended plot size of this plan is 560mm in width by 432mm in height (C size) when plotted at a scale of 1:1250

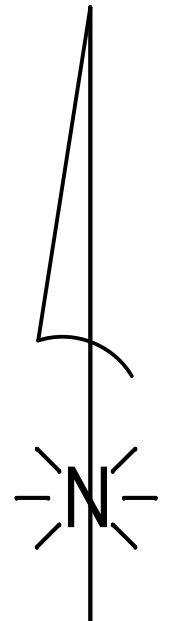
LEGEND

All distances are in metres
 (C) - Denotes common property
 ha - Denotes hectares
 m² - Denotes metres square
 SL - Denotes Strata Lot

EXHIBIT P



SL	AREA	SL	AREA	SL	AREA	SL	AREA
1	950.9 m ²	11	680.6 m ²	21	662.9 m ²	31	704.0 m ²
2	996.1 m ²	12	758.1 m ²	22	662.9 m ²	32	704.0 m ²
3	0.119 ha	13	900.3 m ²	23	662.9 m ²	33	704.0 m ²
4	837.3 m ²	14	880.7 m ²	24	662.9 m ²	34	704.0 m ²
5	727.2 m ²	15	751.4 m ²	25	662.9 m ²	35	704.0 m ²
6	868.2 m ²	16	739.7 m ²	26	662.9 m ²	36	704.0 m ²
7	996.5 m ²	17	728.0 m ²	27	662.9 m ²	37	704.0 m ²
8	0.103 ha	18	716.5 m ²	28	662.9 m ²	38	704.0 m ²
9	0.106 ha	19	703.7 m ²	29	662.9 m ²	39	704.0 m ²
10	674.3 m ²	20	686.2 m ²	30	662.9 m ²	40	704.0 m ²
						41	802.6 m ²



ACCESS TO REM 1, PLAN EPP124538 BY EASEMENT ONLY

SKYLINE LAND SURVEYING LTD.
 #1 518-304th STREET
 KIMBERLEY, BC V1A 3H5
 PHONE: (778) 481-0351

22-042-PHASE 1-DISCLOSURE-R1

This plan lies within the Regional District of East Kootenay

This plan was completed on the 27th day of February, 2023

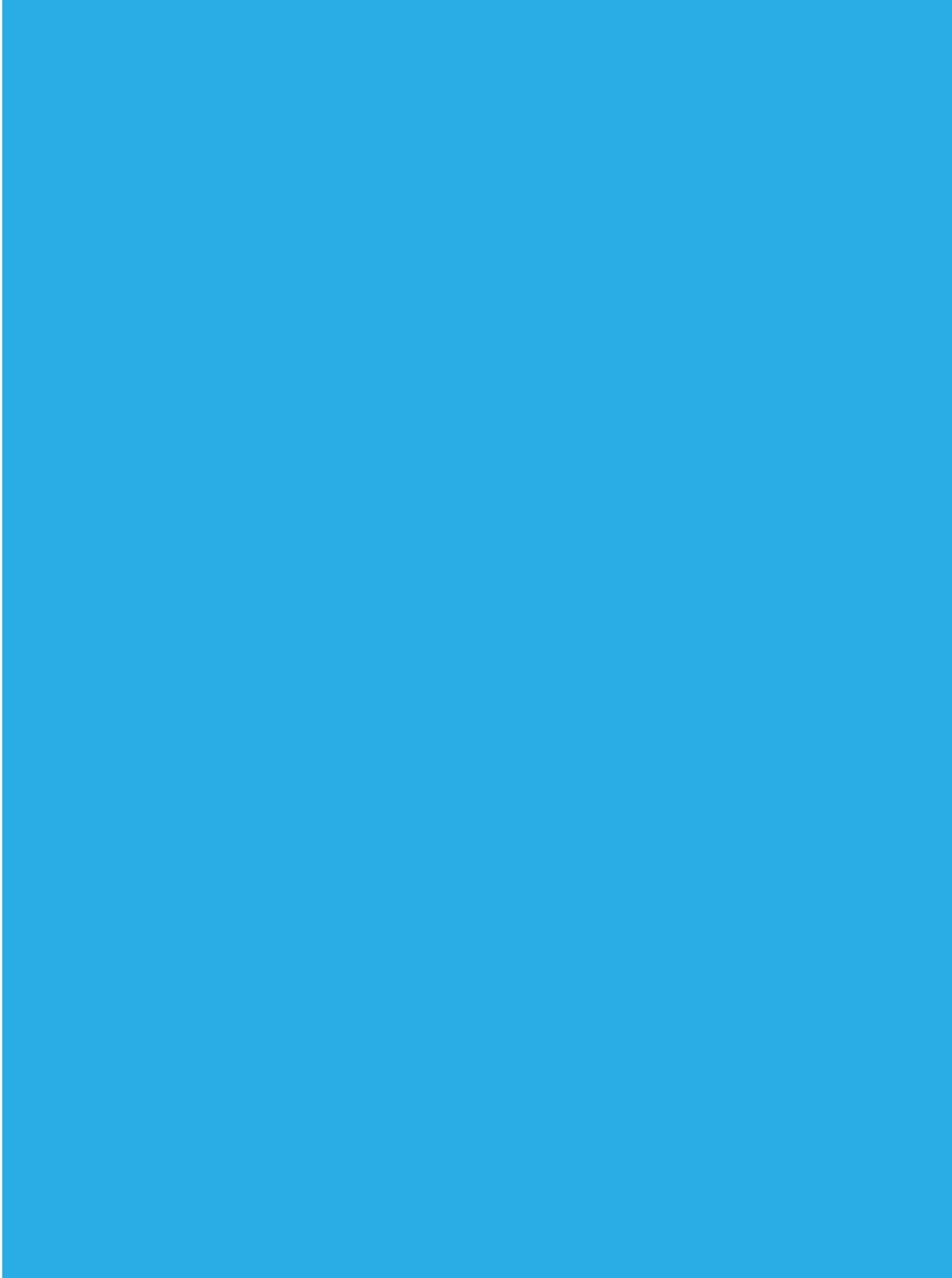


EXHIBIT Q

Strata Property Act

FORM P PHASED STRATA PLAN DECLARATION (Sections 221, 222)

I, Reto Barrington, of KV Properties Inc., Inc. No. BC1169034, 1873, 1361 7th Avenue, Fernie, BC, V0B 1M0, declare

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

Lot A, District Lot 10348, Kootenay District, Plan EPP125572

- 2 That the plan of development is as follows:

(a) The development will consist of three (3) phases and no common facilities;

(b) Attached hereto as Schedule "A" is a sketch plan showing:

(i) all the land to be included in the phased strata plan,

(ii) the present parcel boundaries,

(iii) the approximate boundaries of each phase, and

(iv) the approximate location of the common facilities;

(c) the estimated date for the beginning of construction and completion of construction of each phase;

PHASE	COMMENCEMENT	COMPLETION
ONE	April 1, 2023	August 1, 2023
TWO	April 1, 2024	August 1, 2024
THREE	April 1, 2026	August 1, 2026

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

PHASE	UNIT ENTITLEMENT
ONE	41
TWO	57
THREE	42
TOTAL UNIT ENTITLEMENT	140

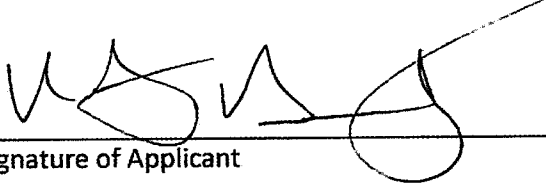
EXHIBIT Q

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

PHASE	NO. OF STRATA LOTS	DESCRIPTION OF STRUCTURE
ONE	41	Bare land strata lot for residential purpose for a single family dwelling
TWO	57	Bare land strata lot for residential purpose for a single family dwelling
THREE	42	Bare land strata lot for residential purpose for a single family dwelling


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

PHASE	DATE [Month, Day, Year]
ONE	January 1, 2026
TWO	January 1, 2028
THREE	January 1, 2030



Signature of Applicant

Date of approval: APRIL 25, 2023, 2022.



Signature of Approving Officer **CLIFF RAZZO**
Ministry of Transportation and Infrastructure

EXHIBIT Q SCHEDULE A

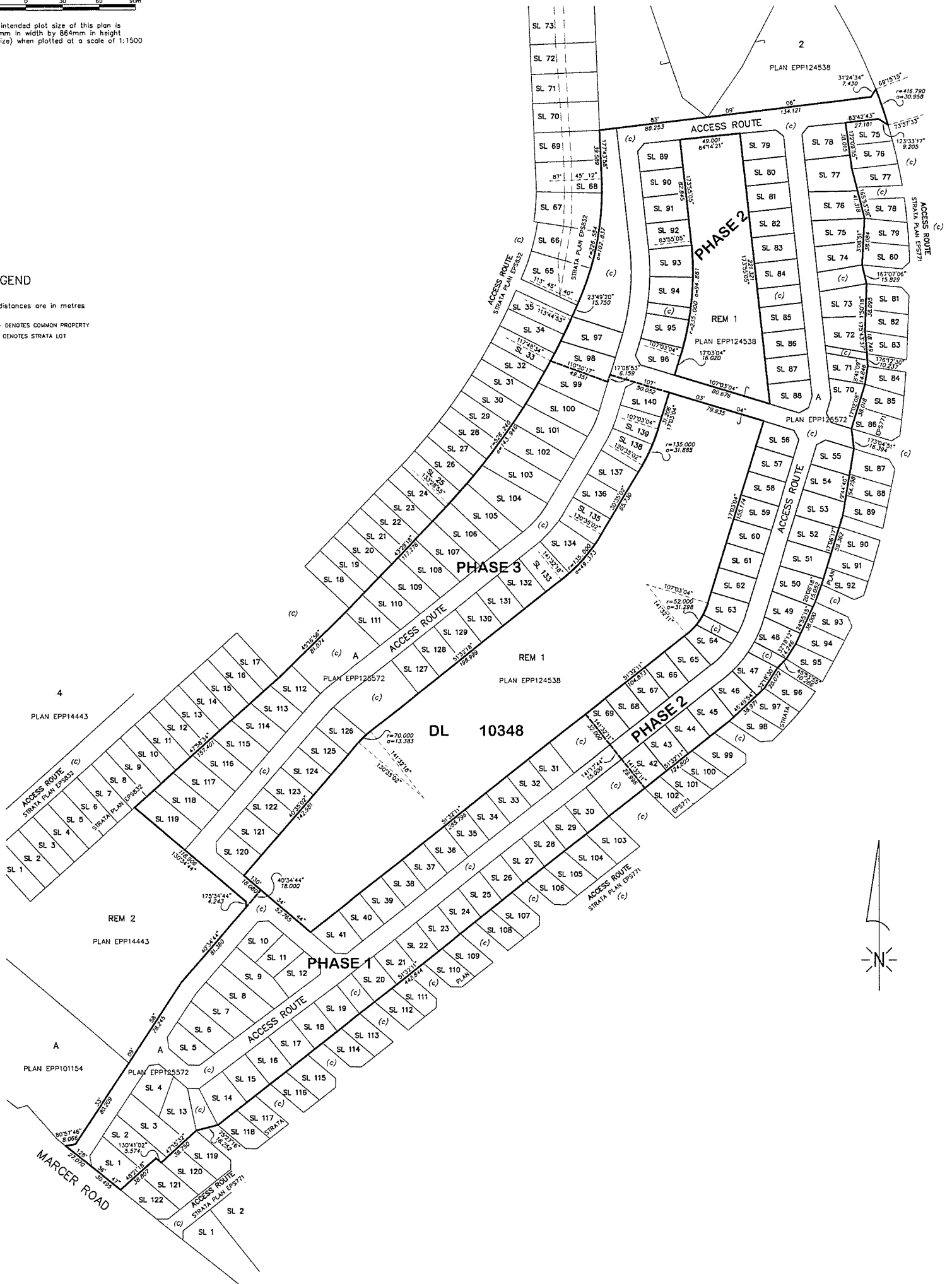
PLAN TO ACCOMPANY FORM P OF THE STRATA PROPERTY ACT FOR A PHASED BARE LAND STRATA DEVELOPMENT ON LOT A, DISTRICT LOT 10348, KOOTENAY DISTRICT, PLAN EPP125572



The intended plot size of this plan is 560mm in width by 864mm in height (D size) when plotted at a scale of 1:1500

LEGEND

All distances are in metres
(c) - DENOTES COMMON PROPERTY
SL - DENOTES STRATA LOT



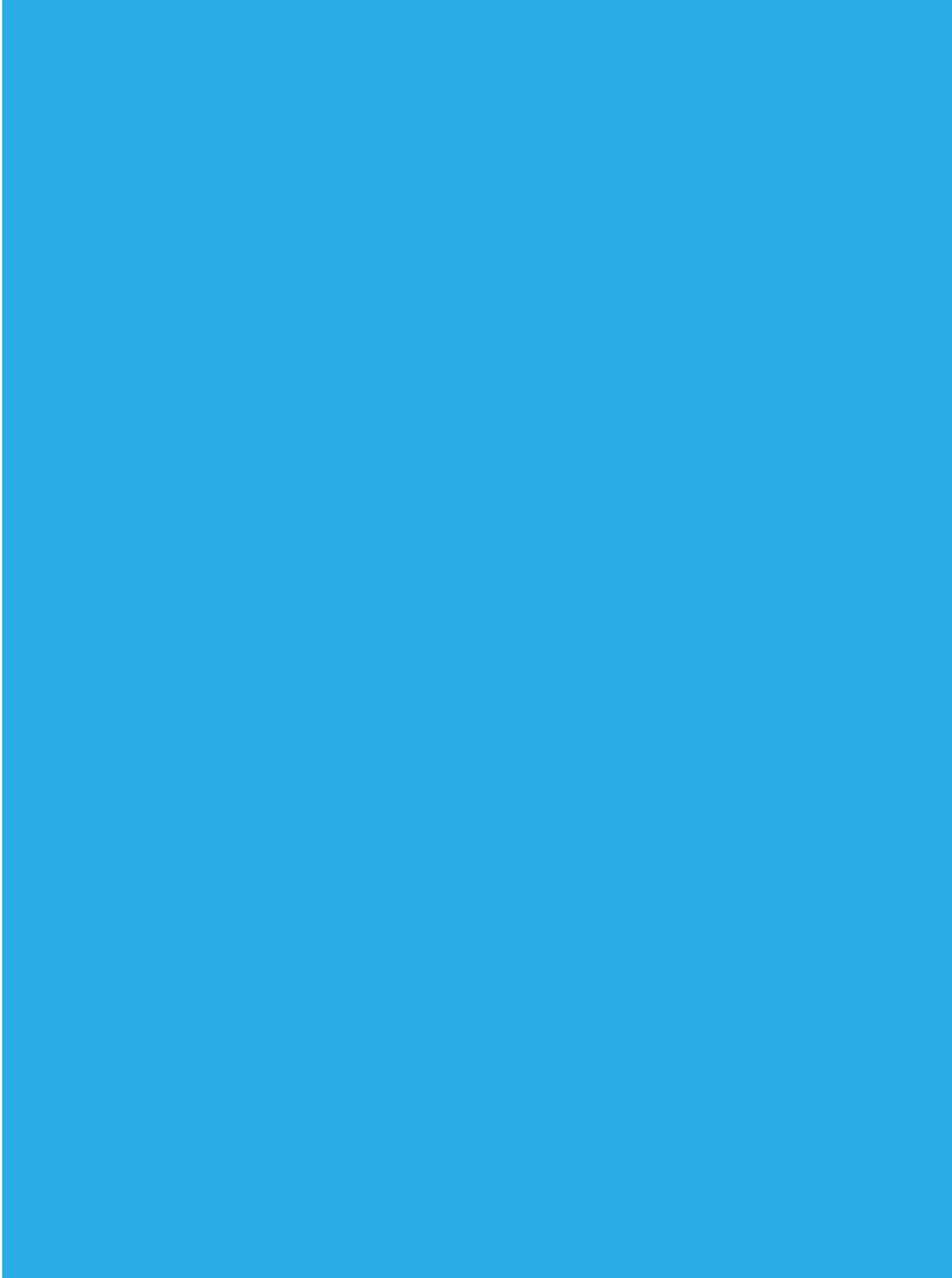


EXHIBIT R

TERMS OF INSTRUMENT - PART 2

IRRIGATION COVENANT
(SECTION 219 LAND TITLE ACT)

BETWEEN:

KV PROPERTIES INC.
(Inc. No. BC1169034)
1873, 1361 7th Avenue
Ferne, BC V0B 1M0

(the "Transferor")

AND:

0938534 B.C. LTD. (Inc. No. BC0938534)
11 Alpine Trail Lane
Ferne, BC V0B 1M5

(the "Transferee")

WHEREAS:

- A. The Transferor is the registered owner in fee simple of 18 strata lots (hereinafter called the "**Strata Lots**" or individually the "**Strata Lot**") situate at Lake Kooconusa, in the Province of British Columbia, and legally identified in item 2 of Part 1 hereof.
- B. The Transferee has been issued a Certificate of Public Convenience and Necessity ("**CPCN**") to provide potable water to the Strata Lots.
- C. As a condition of issuance of the CPCN, the Transferee is required to obtain the within irrigation restriction covenant from the Transferor in priority to any financial charges pursuant to Section 219 of the *Land Title Act*, Chapter 250, R.S.B.C. 1996.
- D. The Transferee has been designated by the Minister under section 219(3)(c) of the *Land Title Act*, Chapter 250, R.S.B.C. 1996.

NOW THEREFORE THIS COVENANT WITNESSETH that pursuant to Section 219 of the *Land Title Act* and in consideration of the sum of One Dollar (\$1.00) now paid by the Transferee to the Transferor (the receipt and sufficiency of which is acknowledged), the parties hereby covenant and agree with each other as follows:

- 1. The Transferor agrees with the Transferee as a covenant in favour of the Transferee granted pursuant to Section 219 of the *Land Title Act* that no more than 325 Imperial Gallons may be used per Strata Lot per day for irrigation by water supplied by the Transferee.
- 2. Subject to the provisions of Section 219 of the *Land Title Act*, the covenants contained in paragraph 1 of this agreement shall burden and run with the Strata Lots and shall enure to the benefit and be binding upon (as the case may be) the Transferor and the Transferee and their

EXHIBIT R

respective heirs, executors, administrators, successors and assigns.

3. Nothing in this agreement shall prejudice or affect the rights, powers and remedies of the Transferee in relation to the Transferor or the Strata Lots under any law, bylaw, order or regulation or in equity all of which rights, powers and remedies may be fully and effectively exercised by the Transferee as if this agreement had not been made by the parties.
4. None of the covenants contained herein will be personal or binding on the Transferor except during its ownership of a Strata Lot.
5. The Transferor, at its expense, shall do, or cause to be done all:
 - (a) acts reasonably necessary for the Transferee to gain priority for this agreement over all liens, charges and encumbrances which are or may be registered against the Strata Lots save and except those in favour of the Transferee and those specifically approved in writing by the Transferee; and
 - (b) things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this agreement.
6. Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
7. If any section or any part of this agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this agreement and the remaining sections or parts of this agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this agreement.
8. When there is reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
9. **Counterpart.**
 - (a) This Covenant may be signed by original or facsimile and executed and delivered in any number of counterparts, each of which will constitute an original and all of them taken together will constitute one Covenant.
 - (b) Delivery of a counterpart to a party will be effective if made to that party or to its counsel.

IN WITNESS WHEREOF the parties hereto acknowledge that this Covenant has been duly executed and delivered by the parties executing Form C and D (pages 1, 2 and 3) attached hereto.

EXHIBIT R

CONSENT AND PRIORITY AGREEMENT

WHEREAS KOOCANUSA VILLAGE COMMUNITY ASSOCIATION (Inc. No.S0060030) (the "**Chargeholder**") is the holder of a Rent Charge (the "**Charge**") encumbering the lands (the "**Lands**") described in item 2 of the *Land Title Act* Form C attached hereto, which was registered in the Nelson Land Title Office under instrument number CA2651891.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Section 219 Covenant attached hereto (the "**Covenant**") and the Chargeholder hereby agrees that the Covenant will be binding upon its interest in and to the lands; and
2. grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charge and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charge.

IN WITNESS WHEREOF the Chargeholder has duly executed this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

EXHIBIT R

CONSENT AND PRIORITY AGREEMENT

WHEREAS 1213904 B.C. LTD. (Inc. No. BC1213904) (the "**Chargeholder**") is the holder of a Mortgage and Assignment of Rents (collectively called the "**Charges**") encumbering the lands (the "**Lands**") described in item 2 of the *Land Title Act* Form C attached hereto, which were registered in the Nelson Land Title Office under instrument numbers CA7663643 and CA7663644 respectively.

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT WITNESSETH THAT in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Transferee described in item 6 of Part 1 of the Form C to the Chargeholder, receipt and sufficiency whereof are hereby acknowledged, the Chargeholder hereby:

1. consents to the granting and registration of the Section 219 Covenant attached hereto (the "**Covenant**") and the Chargeholder hereby agrees that the Covenant will be binding upon its interest in and to the Lands; and
2. grants to the transferee described in item 6 of the *Land Title Act* Form C attached hereto priority for the Covenant over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charges.

IN WITNESS WHEREOF the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

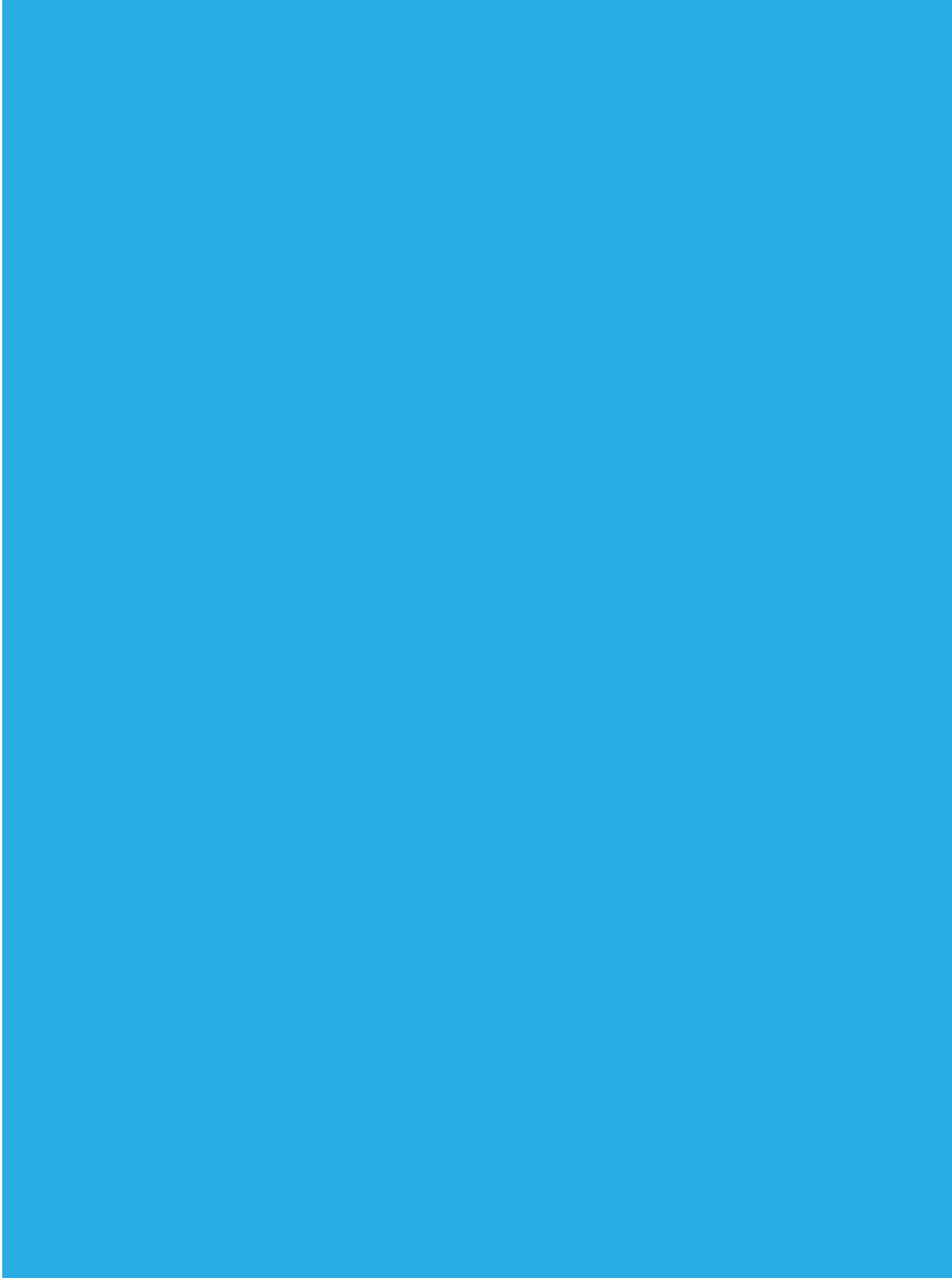


EXHIBIT S

Strata Property Act

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Lot 1, District Lot 10348, Kootenay District, Plan EPP124538

PID: 031-865-381

22 – 042 – Phase 1

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

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

Certificate of British Columbia Land Surveyor

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

Date:

Signature

OR

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

OR

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

Not Applicable

Signature of Superintendent of Real Estate

EXHIBIT S

Strata Lot No.	Sheet No.	Habitable Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
1		950.9	1	2.44
2		996.1	1	2.44
3		1190	1	2.44
4		837.3	1	2.44
5		727.7	1	2.44
6		868.2	1	2.44
7		996.5	1	2.44
8		1030	1	2.44
9		1060	1	2.44
10		674.3	1	2.44
11		680.6	1	2.44
12		758.1	1	2.44
13		900.3	1	2.44
14		880.7	1	2.44
15		751.4	1	2.44
16		739.7	1	2.44
17		728.0	1	2.44
18		716.5	1	2.44
19		703.7	1	2.44
20		686.2	1	2.44
21		662.9	1	2.44
22		662.9	1	2.44
23		662.9	1	2.44
24		662.9	1	2.44
25		662.9	1	2.44
26		662.9	1	2.44
27		662.9	1	2.44
28		662.9	1	2.44
29		662.9	1	2.44
30		662.9	1	2.44
31		704.0	1	2.44
32		704.0	1	2.44
33		704.0	1	2.44
34		704.0	1	2.44
35		704.0	1	2.44
36		704.0	1	2.44
37		704.0	1	2.44
38		704.0	1	2.44
39		704.0	1	2.44

EXHIBIT S

40		704.0	1	2.44
41		802.6	1	2.44
Total number of lots: 41			Total unit entitlement: 41	

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

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

Date:

Signature of Owner Developer

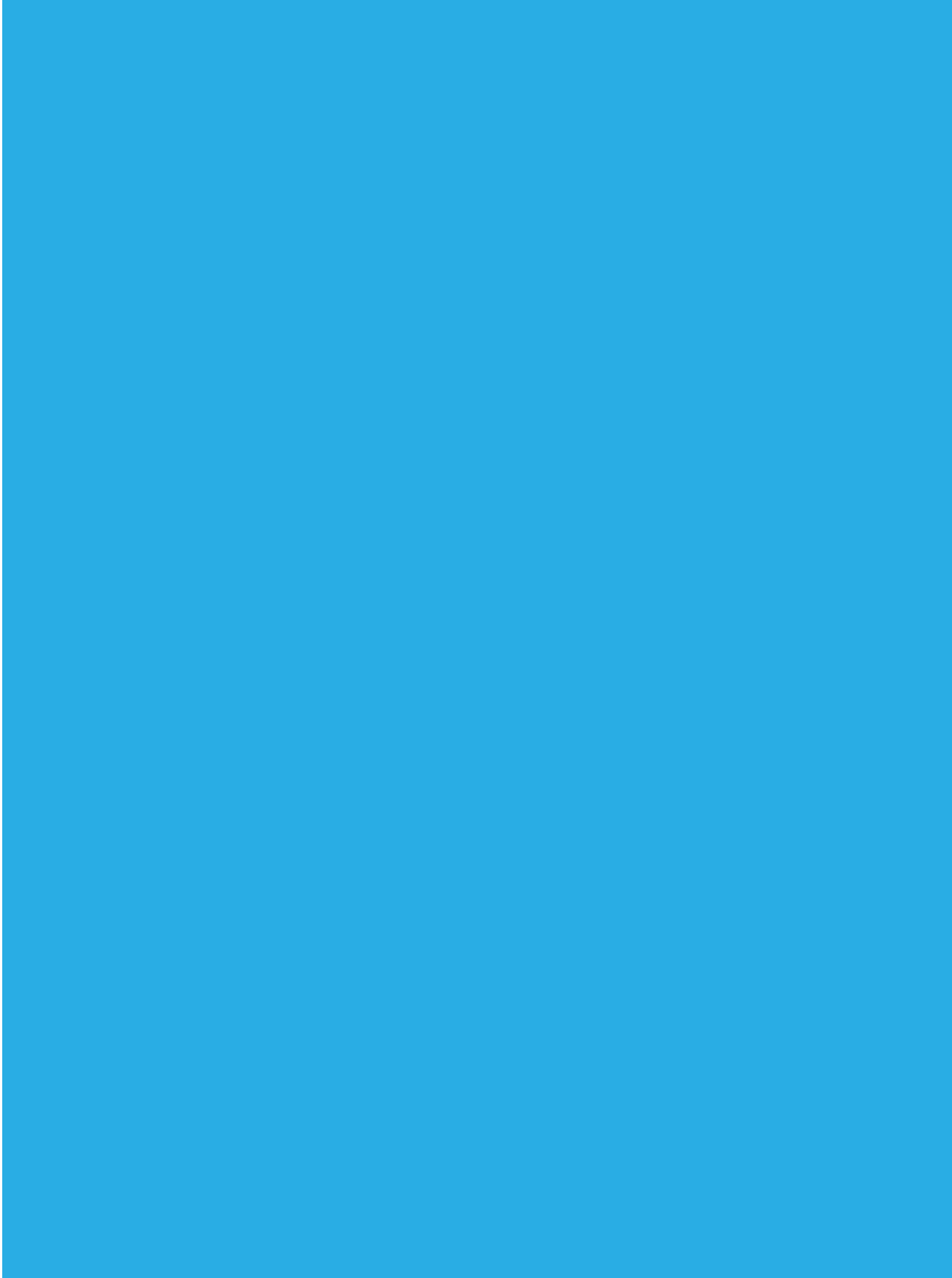


EXHIBIT T

**Developer's Interim Budget
Koochanusa Village Resort - Crystal Lake Phase 1**

Developer's Interim Annual Budget

	Phase 1 12 month budget Estimate
Revenue	
Strata fees	11,685
Total Revenue	<u>11,685</u>
Operating Expenses	
Insurance	3,000
Bank Charges	223
Management	6,000
Office Expense	200
Professional Fees	1,200
Total Operating Costs	<u>10,623</u>
Contingency contribution	<u>1,062</u>
Total Expense	<u>11,685</u>
Surplus (Deficit)	<u><u>-</u></u>

Contingency Reserve Fund Estimate

Opening Balance	
Contributions	
Annual Contribution	1,062
Developer Contingency Contribution (5%)	531
Transfer from Surplus	
Total Contributions	<u>1,593</u>
Expenditures	
Bank Charges	
Total Expenditures	<u>-</u>
Closing Balance	<u><u>1,593</u></u>

EXHIBIT T

Crystal Lake Phase 1 Strata Strata Fee Schedule

Strata Lot Lot	Unit Entitlement	Annual General Operating	Annual Contingency Reserve	Annual Fee	Monthly General Operating	Monthly Contingency Reserve	Monthly Fee
1	1	256.50	28.50	285.00	21.38	2.38	23.75
2	1	256.50	28.50	285.00	21.38	2.38	23.75
3	1	256.50	28.50	285.00	21.38	2.38	23.75
4	1	256.50	28.50	285.00	21.38	2.38	23.75
5	1	256.50	28.50	285.00	21.38	2.38	23.75
6	1	256.50	28.50	285.00	21.38	2.38	23.75
7	1	256.50	28.50	285.00	21.38	2.38	23.75
8	1	256.50	28.50	285.00	21.38	2.38	23.75
9	1	256.50	28.50	285.00	21.38	2.38	23.75
10	1	256.50	28.50	285.00	21.38	2.38	23.75
11	1	256.50	28.50	285.00	21.38	2.38	23.75
12	1	256.50	28.50	285.00	21.38	2.38	23.75
13	1	256.50	28.50	285.00	21.38	2.38	23.75
14	1	256.50	28.50	285.00	21.38	2.38	23.75
15	1	256.50	28.50	285.00	21.38	2.38	23.75
16	1	256.50	28.50	285.00	21.38	2.38	23.75
17	1	256.50	28.50	285.00	21.38	2.38	23.75
18	1	256.50	28.50	285.00	21.38	2.38	23.75
19	1	256.50	28.50	285.00	21.38	2.38	23.75
20	1	256.50	28.50	285.00	21.38	2.38	23.75
21	1	256.50	28.50	285.00	21.38	2.38	23.75
22	1	256.50	28.50	285.00	21.38	2.38	23.75
23	1	256.50	28.50	285.00	21.38	2.38	23.75
24	1	256.50	28.50	285.00	21.38	2.38	23.75
25	1	256.50	28.50	285.00	21.38	2.38	23.75
26	1	256.50	28.50	285.00	21.38	2.38	23.75
27	1	256.50	28.50	285.00	21.38	2.38	23.75
28	1	256.50	28.50	285.00	21.38	2.38	23.75
29	1	256.50	28.50	285.00	21.38	2.38	23.75
30	1	256.50	28.50	285.00	21.38	2.38	23.75
31	1	256.50	28.50	285.00	21.38	2.38	23.75
32	1	256.50	28.50	285.00	21.38	2.38	23.75
33	1	256.50	28.50	285.00	21.38	2.38	23.75
34	1	256.50	28.50	285.00	21.38	2.38	23.75
35	1	256.50	28.50	285.00	21.38	2.38	23.75
36	1	256.50	28.50	285.00	21.38	2.38	23.75
37	1	256.50	28.50	285.00	21.38	2.38	23.75
38	1	256.50	28.50	285.00	21.38	2.38	23.75
39	1	256.50	28.50	285.00	21.38	2.38	23.75
40	1	256.50	28.50	285.00	21.38	2.38	23.75
41	1	256.50	28.50	285.00	21.38	2.38	23.75
		10,516.50	1,168.50	11,685.00	876.38	97.38	973.75

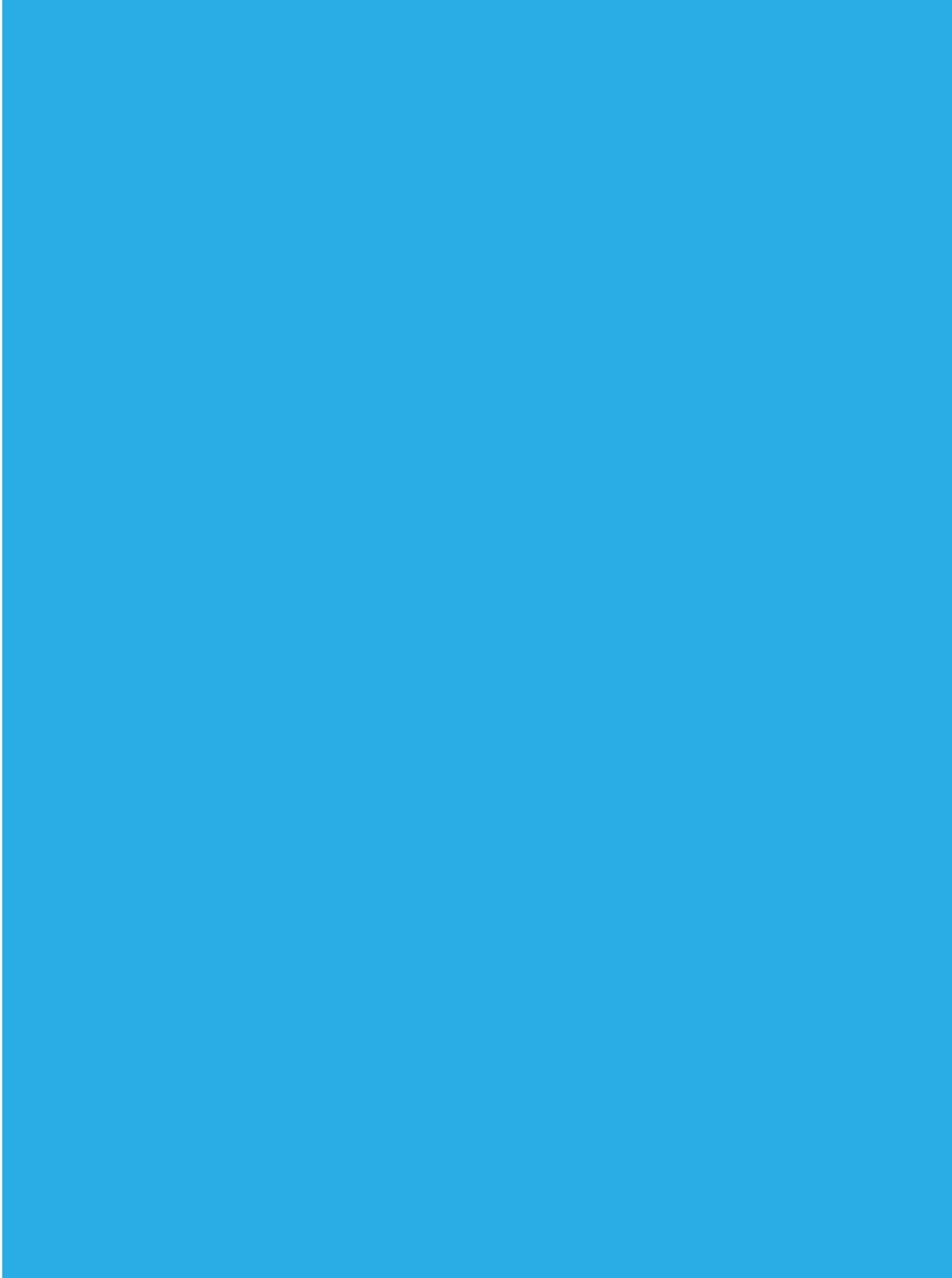


EXHIBIT U

STRATA PROPERTY ACT

[SBC 1998] CHAPTER 43

Schedule of Standard Bylaws

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

Payment of strata fees

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

Repair and maintenance of property by owner

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

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

Use of property

3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

(a) causes a nuisance or hazard to another person,

(b) causes unreasonable noise,

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

(d) is illegal, or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

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

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

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

(a) a reasonable number of fish or other small aquarium animals;

(b) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

(d) one dog or one cat.

EXHIBIT U

Inform strata corporation

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

(2) On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name.

Obtain approval before altering a strata lot

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

(a) the structure of a building;

(b) the exterior of a building;

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

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

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

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

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

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

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

Obtain approval before altering common property

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

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

Permit entry to strata lot

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

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

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

EXHIBIT U

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

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

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

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

Division 3 — Council

Council size

9 (1)Subject to subsection (2), the council must have at least 3 and not more than 7 members.

(2)If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

EXHIBIT U

Council members' terms

10 (1)The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2)A person whose term as council member is ending is eligible for reelection.

(3) to (5)[Repealed 1999-21-51.]

Removing council member

11 (1)Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2)After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

12 (1)If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(2)A replacement council member may be appointed from any person eligible to sit on the council.

(3)The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4)If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13 (1)At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(2)A person may hold more than one office at a time, other than the offices of president and vice president.

(3)The vice president has the powers and duties of the president

(a)while the president is absent or is unwilling or unable to act, or

(b)for the remainder of the president's term if the president ceases to hold office.

(4)If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

EXHIBIT U

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Repealed

15 [Repealed 2009-17-35.]

Quorum of council

16 (1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

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

Council meetings

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

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

(3) Owners may attend council meetings as observers.

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

(a) bylaw contravention hearings under section 135 of the Act;

(b) [Repealed 2022-41-27.]

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(c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

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

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

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

Council to inform owners of minutes

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

Delegation of council's powers and duties

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

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

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

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

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

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

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

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

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

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

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

Spending restrictions

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

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

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Limitation on liability of council member

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

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

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

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

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

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

Continuing contravention

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

Division 5 — Annual and Special General Meetings

Person to chair meeting

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

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

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

Participation by other than eligible voters

26 (1)Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2)Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3)Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

27 (1)At an annual or special general meeting, voting cards must be issued to eligible voters.

(2)At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

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(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

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

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

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Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

29 (1)A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

- (a)all the parties to the dispute consent, and
- (b)the dispute involves the Act, the regulations, the bylaws or the rules.

(2)A dispute resolution committee consists of

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

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

Division 7 — Marketing Activities by Owner Developer

Display lot

30 (1)An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.

(2)An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.