

**LAKEVIEW TERRACE  
LAKE KOOCANUSA, BC**

**DISCLOSURE STATEMENT  
AUGUST 30, 2021**

**DEVELOPER:  
KV PROPERTIES INC.**

Business Address: PO Box 1799  
Ferne, 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 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 | Excerpt of Zoning Bylaw: R-1(A) and R-1(B) Zone   |
| EXHIBIT D | Statutory Building Scheme   |
| EXHIBIT E | Design Guidelines   |
| EXHIBIT F | Purchase Agreements:<br>Phase 1 – Post Title Purchase Agreement<br>Phase 2 – Pre-Title Purchase Agreement |
| EXHIBIT G | Summary of Legal Notations and Encumbrances   |
| EXHIBIT H | Water Utility SRW   |
| EXHIBIT I | Water Utility Rent Charge   |
| EXHIBIT J | Sewer Utility SRW   |
| EXHIBIT K | Sewer Utility Rent Charge   |
| EXHIBIT L | Community's Subdivision Plan  |
| EXHIBIT M | Parent Parcel's Subdivision Plan  |
| EXHIBIT N | Development's Strata Plan:<br>Phase 1 – Final Strata Plan<br>Phase 2 – Preliminary Strata Plan            |
| EXHIBIT O | Community Association's Budget  |
| EXHIBIT P | Irrigation Covenant   |
| EXHIBIT Q | Geotechnical Covenant   |
| EXHIBIT R | Contribution Agreement  |
| EXHIBIT S | Form V:<br>Phase 1 – Registered<br>Phase 2 – Proposed   |
| EXHIBIT T | Developer's Interim Budget  |

|           |                                    |
|-----------|------------------------------------|
| EXHIBIT U | Strata Corporation Bylaws          |
| EXHIBIT V | Strata Corporation Approved Budget |
| EXHIBIT W | Rental Disclosure Statement        |
| EXHIBIT X | Amended Form P                     |



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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 7<sup>th</sup> Avenue  
Box 1873  
Ferne, BC V0B 1M0  
Canada

### 1.4 Developer’s Directors

The directors of the Developer are:

|                 |                   |
|-----------------|-------------------|
| Reto Barrington | Arthur Sombrowski |
| Todd Fyfe       | Alun Williams     |
| Chad Jensen     | David Milne       |

### 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 known as “Marina Point” and “Marina Estates”.
- (b) On or about August 24, 2018, the Developer acquired the fee-simple ownership interests of 977230 Alberta Ltd. (the “**Previous Developer**”) in the Development. Phase 1 of the Development was registered by the Previous Developer. The Developer is arms-length from the Previous Developer.
- (c) **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.

- (d) **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.
- (e) **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.
- (f) **Arthur Sombrowski**, a director of the Developer, has been involved in property investment, property management and construction management since 1991. Mr. Sombrowski's experience relates to hotel, office, commercial rental, and apartment properties. Mr. Sombrowski's experience also includes overseeing property acquisition, property management, as well as new and renovation construction in relation to those properties. Mr. Sombrowski gained his experience in connection with properties owned by third parties as well as his family's group of holding and investment companies.
- (g) **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 for the past 16 years.
- (h) **David Milne**, a director of the Developer, has been involved in construction and development for almost 20 years, with projects in Alberta, British Columbia and the Caribbean. Mr. Milne's experience includes audit, budgeting, cost control and project finance in commercial, residential and industrial development. Mr. Milne holds CPA designations both in Canada and the United States.
- (i) 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 has appealed the award. 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. If Mr. Fyfe's appeal is not successful, the award of damages will not negatively affect the Developer, the Development, or the Lots.

- (j) 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.
- (k) 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 “Lakeview Terrace” (the “**Development**”) is located adjacent to Lake Koocanusa with access by Marcer Road 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(a)) with four (4) Phases (as defined in section 2.4(a)). Phase 1 is complete. The remaining Phases will be constructed on the Development Lands (as defined in section 4.1(a)). The civic address assigned to the Development or the Strata Lots (as defined in section 2.1(b)) 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 87 serviced bare land strata lots (the “**Strata Lots**”) planned in four (4) Phases as follows:

| Phase Number | Number of Strata Lots |
|--------------|-----------------------|
| 1            | 64                    |
| 2            | 18                    |
| 3            | 2                     |
| 4            | 3                     |
|              | <b>Total - 87</b>     |

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

Strata Lots 60 and 61 in Phase 1 are subject to restrictive covenant CA2967205 (the “**No Sale Covenant**”) which prevents the marketing and sale of these Strata Lots (the “**Excluded Strata Lots**”) until the structure which straddles the lot line of the Excluded Strata Lots is removed and the No Sale Covenant released. The Excluded Strata Lots will not be marketed for sale until the No Sale Covenant has been released from title.

Except for the Excluded Strata Lots, the Developer is offering the unsold Strata Lots in Phase 1 and the Strata Lots to be created in Phase 2 for sale under this Disclosure Statement.

(c) 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 Final Strata Plan for Phase 1 has been registered and is attached as part of **Exhibit N**.

The preliminary strata plan (the “**Preliminary Strata Plan**”) for the Development, which shows the proposed layout and location of the Strata Lots in Phase 2, is attached as part of **Exhibit N**. The actual layout, dimensions, location and area of the Strata Plan in Phase 2 may vary from what is depicted on the Preliminary Strata Plan.

(d) Strata Corporation

All the owners of the Strata Lots will collectively be members of the strata corporation known as The Owners, EPS832 (the “**Strata Corporation**”) which was created when the Previous Developer submitted the Final Strata Plan for Phase 1 for registration in the Land Title Office. See section 2.4 for further information about the Phased Strata Plan.

(e) 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, bare land strata lots, and areas to be dedicated as public roadways, 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:

- 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.
- 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 not completed and is not the subject of this Disclosure Statement.
- 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.

Reciprocal access easements were registered over “Lots 1 – 4” (as defined in section 4.1) under Easements CA2648356, CA2648358, CA2648359, CA2648357, in order to facilitate access through and the development of the Community. These access easements are further described in **Exhibit G**.

(f) Koocanusa Village Community Association

The Koocanusa 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**.

A rent charge in favour of the Community Association was registered over “Lots 1 – 4” to secure payment of the Community Association’s fees (the “**Community Association Rent Charge**”). The Community Association Rent Charge is attached as **Exhibit B**.

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 most recently approved Community Association’s annual budget is attached as **Exhibit O**.

(g) 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 currently zoned R-1(A) (Single Family Residential – Large Lot Zone) (the “**R-1(A) Zone**”) and R-1(B) (Single Family Residential – Medium Lot Zone) (the “**R-1(B) Zone**”) pursuant to the Regional District’s SweetWater Zoning & Floodplain



Management Bylaw No. 2127, 2009 (the “**Zoning Bylaw**”). Excerpts from the R-1(A) and R-1B Zone taken from the Zoning Bylaw are attached as **Exhibit C**.

The zoning applicable to the Strata Lots is set out in the following table:

| R-1(A) Zone                  | R-1(B) Zone                 |
|------------------------------|-----------------------------|
|                              | Phase 1: Strata Lots 1 - 64 |
| Phase 2: Strata Lots 74 - 82 |                             |
|                              | Phase 2: Strata Lots 65-73  |

(b) Applicable Zoning: R-1(A) Zone and R-1(B) Zone

The R-1(A) Zone and R-1(B) Zone only allow the following primary permitted use:

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

The R-1(A) Zone permits the following accessory uses:

- (i) **“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
- (ii) **“Secondary suite”** which means an additional **dwelling unit** having a total floor space of not more than 90 m<sup>2</sup> nor 70 m<sup>2</sup> 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
- (iii) Uses, **buildings** and **structures accessory** to a permitted use.

The R-1(B) Zone permits the same accessory uses as the R-1(A) Zone, but also permits:

- (iv) “***Guest house***” which means an ***accessory building*** having a ***gross floor area*** less than 50 m<sup>2</sup> containing a maximum of two sleeping units which is neither intended nor occupied year round.

The Developer advises that the setback requirements and maximum parcel coverage also differ between the R-1(A) Zone and R-1(B) Zone.

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

The permissible use within the R-(A) Zone and R-1(B) 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.

See also section 3.5(b)(iii) of this Disclosure Statement for further information about rental restrictions in the Strata Corporation Bylaws (as defined in section 3.5(b)).

(c) 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 – 24<sup>th</sup> Avenue South  
Cranbrook, BC V1C 3H8

Phone: 250-489-2791

Email: [planningdept@rdek.bc.ca](mailto:planningdept@rdek.bc.ca)

Website: [https://www.rdek.bc.ca/bylaws/ocp\\_zoning\\_landuse/](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 Strata Building Scheme (as defined in section 2.3(d)), the Design Guidelines (as defined in section 2.3(e)), 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

The Previous Developer registered a statutory building scheme over the Phase 1 Strata Lots, a copy of which is attached as **Exhibit D** (the "**Statutory Building Scheme**"). The Statutory Building Scheme was intended to ensure compatible design elements within the Development and includes restrictions with respect to building materials, finishes, and colour, grading, driveways, garages, roof design, windows, lighting, landscaping, retaining walls, swimming pools, and fencing. The Statutory Building Scheme restricts construction of any improvements on a Phase 1 Strata Lot until plans and specifications for the owner's home are approved by the Previous Developer.

Subsequent to the registration of the Statutory Building Scheme over the Phase 1 Strata Lots, the Strata Corporation repealed and replaced the Strata Corporation Bylaws. Part Two of the Strata Corporation Bylaws contain building restrictions (the "**Strata Building Scheme**") with respect to building materials, site layout, form and character, and approval of building plans. All owners must submit plans and specifications to the "Design Review Coordinator" (being the Strata Corporation or its agent) for approval prior to commencing improvements on the owner's Strata Lot. The Strata Building Scheme is intended to apply to all Strata Lots in the Development.

The Developer is informed by the Strata Corporation that all owners' plans and specifications are to be submitted to the Strata Corporation for approval in accordance with the Strata Building Scheme and Design Guidelines, and not in accordance with the Statutory Building Scheme. The Developer does not intend to register any further statutory building schemes on title to the Strata Lots. The Developer expects purchasers to submit their plans and specifications for approval by the Strata Corporation in accordance with the Strata Building Scheme.

See section 2.3(d) below for further information on the Strata Building Scheme.

See section 2.3(e) below for further information on the Design Guidelines.

(d) Strata Building Scheme

The Strata Building Scheme is attached as Part Two of the Strata Corporation Bylaws. The key elements of the Strata Building Scheme include the following:

- *Building Design Approval* – all owners must submit plans and specifications to the "Design Review Coordinator" (being the Strata Corporation or its agent) for approval

prior to commencing improvements on the owner's Strata Lot. All plans and specifications are to be in the form and content satisfactory to the Strata Corporation.

- *Construction Timing* – once construction commences, owners must continue construction until their home is complete in all respects and in accordance with the approved plans and specifications. Owners must substantially complete the exterior finish of their home within 24 months after commencement of construction and must complete landscaping and driveway construction within 12 months of the home being completed.
- *Compliance with Other Authorities* – owners must comply with all applicable zoning, municipal bylaws, the BC Building Code, and all other applicable laws when constructing their home.
- *Site Planning* – homes must be constructed within a “Building Envelop” which is based on the set backs required by the Zoning Bylaw but may also be based on the style and design of the owner's home, as determined by the Design Review Coordinator. There are restrictions on landscaping, site grading, drainage, tree removal, and with respect to utilities.
- *Architectural Guidelines* – there are restrictions with respect to building massing, style, scale, size, finishes, garages and driveways, roofs, windows and doors, decks, patios, and porches, exterior lighting, buildings accessories (solar panels etc.), materials, and colour.
- *Landscape Guidelines* – there are restrictions with respect to lawns, plant variety and massing, swimming pools, hot tubs and water features, retaining walls, fencing, fire pits, recreational equipment and facilities.

The foregoing is a brief summary of the Strata Bylaw Building Scheme only. Purchasers are recommended to review the Strata 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 Strata Building Scheme, purchasers will be required to comply with the design guidelines established by the Strata Corporation from time to time (the “**Design Guidelines**”). The current form of the Design Guidelines is attached as **Exhibit E**.

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 \$1,250.00 at the time the Purchaser submits their plans and specifications for approval. If the initial plans and specifications do not conform with the Strata 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 Strata 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 F**.

(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 **Exhibits G**.

**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 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 is being developed as a Phased Strata Plan pursuant to an approved Form P. The original Form P for the Development has been amended several times. Attached as **Exhibit X** is the current amended Form P which was submitted for registration at the Land Title Office on May 18, 2021. As of the date of this Disclosure Statement, the current amended Form P is showing as a pending charge on title to the Development Lands. The Developer expects the amended Form P to be fully registered on title in the normal course of Land Title Office procedure.

Under the Form P, the Developer is deemed to have elected to proceed with all remaining phases of the Development. The Developer may apply to amend the Form P again in the future.

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

The Development is intended to consist of a total of 87 serviced bare land strata lots (the “**Strata Lots**”) planned in four (4) Phases as follows:

| Phase Number | Number of Strata Lots |
|--------------|-----------------------|
| 1            | 64                    |
| 2            | 18                    |

|   |                   |
|---|-------------------|
| 3 | 2                 |
| 4 | 3                 |
|   | <b>Total - 87</b> |

Each Strata Lot will be a separate legal title and will be owned individually by the purchaser(s) of the Strata Lots. The Excluded Strata Lots will not be marketed for sale until the No Sale Covenant has been released from title. Except for the Excluded Strata Lots, the Developer is offering the unsold Strata Lots in Phase 1 and the Strata Lots to be created in Phase 2 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 Unit Entitlement for the Strata Lots in Phase 1 is set out in the registered Form V attached as part of **Exhibit S** and the proposed Unit Entitlement for the Strata Lots in Phase 2 is set out in the draft Form V attached, also as part **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 in accordance with section 246(a) of the *Strata Property Act* (British Columbia). 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 and the Farm House (as defined below).

There is a historic residential dwelling located on the Common Property of Phase 1 as shown on Sheet 4 of the Phase 1 Strata Plan attached as part of **Exhibit N** (the "**Farm House**"). The Developer has entered into a lease agreement with the Strata Corporation granting the Developer the exclusive right to rent out the Farm House to the general public for short or long term rentals and the right to keep all income for the Developer's own account (the "**Farm House Lease**"). As part of the amendment to the Form P described in section 2.4(b), the Developer entered into an agreement with the Strata Corporation confirming that notwithstanding any reduction in the Unit Entitlement planned for Phases subsequent to Phase 1, the Developer will not be required to contribute to the common expenses and repairs of the Farm House as though there had been no reduction in the Unit Entitlement for subsequent Phases (the "**Contribution Agreement**"). The Contribution Agreement is attached as **Exhibit R**.

(e) Common Assets at the Development

The only Common Assets are the benefit of some of the reciprocal access easements referred to in section 2.1(c) and **Exhibit G**. There are no further Common Assets planned for the Development.

(f) Common Facilities at the Development

The only Common Facilities planned for Phases 2 to 4 are those which may be required by authorities, utility providers, or the Developer in its sole discretion or as recommended by the Developer's consultants. Subject to section 3.6 below, the Strata Corporation is responsible for repairing and maintaining all Common Property.

### 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 exists in Phase 1 and no further 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 bylaws of the Strata Corporation (the "**Strata Corporation Bylaws**") are not the standard bylaws appended to the *Strata Property Act*. The Strata Corporation filed amended Strata Corporation Bylaws on January 23, 2020 which repealed and replaced all previous Strata Corporation Bylaws filed for the Development.

As set out in 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 Strata Corporation Bylaws, as may be amended from time to time.



The Strata Corporation Bylaws are attached to this Disclosure Statement as **Exhibit U**. Below, is a summary of some of the Strata Corporation Bylaws. Purchasers are advised to review **Exhibit U** in its entirety.

(i) Repair and Maintenance

Bylaw 1 provides that owners: shall repair and maintain all improvements on their Strata Lot (including any common utilities or services located thereon) and keep their Strata Lots free of debris and clutter; shall not use their Strata Lot in a manner that causes a nuisance; shall only landscape their Strata Lot in a manner that enhances the cohesiveness of the Development, all of which must be approved by the Strata Council; and shall not commence any substantial renovation of structures on Strata Lots without the prior written consent of the Strata Council; shall comply with the Design Guidelines and the Strata Building Scheme.

Bylaw 2 provides that the Strata Corporation: shall control, maintain and administer the Common Property, Common Facility and Common Assets of the Strata Corporation (including all equipment, lawns, and other green space within the Common Property); and shall prepare and maintain the Design Guidelines in connection with the Strata Building Scheme.

(ii) Use of Property

Bylaw 1 provide that owners: shall not use the Common Property in a manner which unreasonably interferes with the use and enjoyment of the Common Property by others or causes a nuisance; shall not display signs or other advertising material on their Strata Lot without the consent of the Strata Council; shall ensure that all fires comply with local fire regulations.

Bylaw 14 provides that owners: shall obtain the prior written consent of the Strata Council prior to altering Common Property, Limited Common Property, or Common Assets and permits the Strata Council to attach the conditions set out in Bylaw 14 to any such approvals.

Bylaw 16 provides that: no Strata Lot shall be used for an illegal purpose or purpose injurious to the reputation of the Strata Corporation or any purpose contrary to any statute or municipal bylaw; no Strata Lot shall be used for a commercial or professional purpose without the approval of the Strata Council (which may be unreasonably withheld); no owner shall place or store refuse or waste outside and all owners shall comply with the garbage disposal regulations of the Regional District of East Kootenay.

(iii) Rentals

Bylaw 1(n) prohibits any dwelling to be occupied or used for any purpose other than as a private residential dwelling or vacation home under suitable short or long term rental arrangements for a single family, it being understood that any rental arrangements must

include an acknowledgement of both the landlord and the tenant that they are bound by the provisions of Bylaw 1(n).

(iv) Parking

Bylaw 13 provides that owners may change the oil in their vehicles on their Strata lot but shall not store vehicles on “blocks” or otherwise store them in their driveway or on the Common Property.

Bylaw 17 provides specific restrictions with respect to parking and storage of recreational vehicles, trailers, boats, motorized vehicles, and other motorized vehicles. Purchasers are advised to read Bylaw 17 carefully.

(v) Pets

Bylaw 12 provides that: owners may keep domestic pets on their Strata Lot but shall ensure that such pets do not damage the Common Property or otherwise interfere with the use and enjoyment of the Development by other owners; owners shall ensure that fecal matter deposited by pets are deposits in a garbage container or other appropriate facility; and owners shall ensure that all animals are leashed or otherwise secured when on the Common Property or land that is a Common Asset.

(vi) Strata Building Scheme

The Strata Building Scheme is attached as Part Two of the Strata Corporation Bylaws. The key elements of the Strata Building Scheme are summarized in section 2.3(d) above. See section 2.3(e) for information on the Design Guidelines.

### **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 Strata Corporation Bylaws 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 3.5 for further information about the Strata Corporation Bylaws and section 2.2 for further information about the Zoning Bylaw.

### **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) Approved Strata Corporation Budget

The most recent Strata Corporation Budget for Phase 1 approved at the annual general meeting held on September 24, 2021 is attached as **Exhibit V**. Also included in **Exhibit V** are the monthly strata fees per unit for the current strata budget for Phase 1.

(c) Interim Strata Corporation Budget

Based on the approved Strata Corporation Budget attached as **Exhibit V** the Developer has prepared an interim Strata Corporation budget (the **“Proposed Interim Budget”**) inclusive of Phase 2. The Proposed Interim Budget sets out the proposed monthly strata maintenance fees for Phase 1 and Phase 2. The Proposed Interim Budget is attached as **Exhibit T**.

The Proposed Interim Budget will take effect upon the first day of the month following the deposit of the Final Strata Plan for Phase 2. The Proposed Interim Budget will apply to all owners in the Strata Corporation until the Strata Corporation holds its next Annual General Meeting and approves a new Strata Corporation Budget inclusive of all Phases which have been registered in the Land Title Office.

### 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 has obtained a Certificate of Public Convenience and Necessity which was issued on June 7, 2012 under Certificate No. 1442 (the **“CPCN”**) in respect of Phase 1. The Water Utility has obtained an extension to the CPCN so that it covers Phase 2 of the Development. The Water Utility is owned by the Developer.

Title to the Common Property in Phase 1 is burdened by a statutory right of way attached as **Exhibit H** (the **“Water Utility SRW”**) and title to the Phase 1 Strata Lots is burdened by a rent charge registered in favour of the Water Utility attached as **Exhibit I** (the **“Water Utility Rent Charge”**).

The Water Utility SRW is registered against the Development Lands and will charge the Common Property in Phase 2 upon the registration of the Phase 2 Final Strata Plan. The Developer intends to cause the Water Utility SRW to be released from the Phase 2 Strata Lots concurrently with the registration of the Phase 2 Final Strata Plan so that the Water Utility SRW is not registered on the title to the Phase 2 Strata Lots.

The Developer intends to register a rent charge against title to the Phase 2 Strata Lots in favour of the Water Utility substantially in the form of the Water Utility Rent Charge attached as **Exhibit I**. The Developer reserves the right to change the form of rent charge to be registered prior to the registration against title to the Strata Lots in Phase 2 as may be required by the Water Utility.

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.

(c) Estimated Completion Date of Water Service

The Water Service is complete for Phase 1.

The Developer presently anticipates completing the Water Service for Phase 2 on or before September 15, 2021 but in any event will complete the Water Service prior to the completion of the purchase and sale of the Strata Lots to purchasers.

(d) 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.

Purchasers are advised to see sections 7.2(g) and 7.3 of the Disclosure Statement for further information about the Developer’s commitments in connection with providing domestic power to the Strata Lots.

(e) 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 MWR has sufficient capacity to service the Development. The Sewer Utility is owned by the Developer.

Title to the Common Property in Phase 1 is burdened by a statutory right of attached as **Exhibit J** (the “**Sewer Utility SRW**”) and title to the Phase 1 Strata Lots is burdened by a rent charge registered in favour of the Sewer Utility attached as **Exhibit K** (the “**Sewer Utility Rent Charge**”).

The Sewer Utility SRW is registered against the Development Lands and will charge the Common Property in Phase 2 upon the registration of the Phase 2 Final Strata Plan. The Developer intends to cause the Sewer Utility SRW to be released from the Phase 2 Strata Lots concurrently with the registration of the Phase 2 Final Strata Plan so that the Sewer Utility SRW is not registered on the title to the Phase 2 Strata Lots.

The Developer intends to register a rent charge against title to the Phase 2 Strata Lots in favour of the Sewer Utility substantially in the form of the Sewer Utility Rent Charge attached as **Exhibit K**. The Developer reserves the right to change the form of rent charge to be registered prior to the registration against title to the Strata Lots in Phase 2 as may be required by the Sewer Utility.

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 responsibility of the Strata Lot owner.

(f) Estimated Completion Date of Sewerage Service

The Developer presently anticipates completing the Sewer Service on or before September 15, 2021 but in any event will complete the Sewer Service prior to the completion of the purchase and sale of the Strata Lots to purchasers.

(g) 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.

(h) 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.

(i) 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.

(j) Access

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

### 3.9 Strata Management Contracts

(a) Professional Strata Manager

The Strata Corporation has engaged the services of Snow Valley Strata Management (the “**Strata Manager**”). The Developer and the Strata Manager are at arms-length from each other.

### 3.10 Insurance

(a) Strata Corporation Insurance

The Strata Corporation currently maintains the following minimum insurance coverage in respect of Phase 1, and the Developer or the Strata Manager will place the following minimum insurance coverage in the name of the Strata Corporation in respect of Phase 2:

- (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.

(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.

### 3.11 Rental Disclosure Statement

(a) Rental Disclosure Statement: Form J

Pursuant to the *Strata Property Act* (British Columbia), developers must disclose to all purchasers the intention to lease any unsold Strata Lots in order to preserve the right of the Developer and the right of subsequent owners of each strata lot to lease the strata lots in the future. The Developer may do so by filing a Rental Disclosure Statement, Form J (the “**Rental Disclosure Statement**”) with the Superintendent of Real Estate concurrently with the filing of disclosure statements.

(b) Rental Disclosure Statement at the Development

The Previous Developer filed a Rental Disclosure Statement with the Superintendent of Real Estate in the form attached as **Exhibit W**. This Rental Disclosure Statement appears to only apply to the Phase 1 Strata Lots (Strata Lot 1 – 64) and may serve to exempt the owners of Phase 1 Strata Lots from any rental restriction bylaw the Strata Corporation may pass in the future. Purchasers should obtain their own legal advice regarding the effect of the Rental Disclosure Statement attached as **Exhibit W**.

The Developer provides no assurances that Phase 1 Strata Lot owners may be exempted from rental restriction bylaws approved by the Strata Corporation in the future. The Developer does not intend to take any steps to amend the Rental Disclosure Statement attached as **Exhibit W** or file any further Rental Disclosure Statements for the Development. As of the date of this Disclosure Statement, the Strata Corporation has not passed any rental restriction bylaws.

## 4 TITLE AND LEGAL MATTERS

### 4.1 Legal Description

(a) Legal Description of Parent Parcels to the Community and the Development

Attached as **Exhibit L** 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**").

Attached as part of **Exhibit N** is the Phase 1 Final Strata Plan which the Previous Developer registered over Lot 3 to create Phase 1 of the Development.

The remainder of the Development will be constructed on the lands legally described as:

Lot 3, District Lot 10348, Kootenay District, Plan EPP14443 except Strata Plan EPS832 (Phase 1)

(the "**Development Lands**").

(b) Legal Description of Strata Lots

The Phase 1 Strata Lots are legally described as:

PID: [specific to each Strata Lot]  
 Strata Lot \_\_\_\_, District Lot 10348, Kootenay District, Strata Plan EPS832 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on the Form V

The Developer will register the Phase 2 Final Strata Plan over the Development Lands in order to create the Strata Lots in Phase 2, which will have the following legal description:

PID: [specific to each Strata Lot]  
 Strata Lot \_\_\_\_, District Lot 10348, Kootenay District, Strata Plan EPS832 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on the Form V

## 4.2 Ownership

(a) General Description of Ownership of Development Property

The Developer is the registered owner of the Development Lands, the unsold Phase 1 Strata Lots, and will be the registered owner of the Phase 2 Strata Lots once the subdivisions set out in section 4.1(b) have been completed.



### 4.3 Existing Encumbrances and Legal Notations

#### (a) General Description of Legal Notations and Encumbrances

The following legal notations and encumbrances are presently registered or pending against title to the Development Lands and, unless otherwise indicated, will remain registered against title to the Development Lands or the Strata Lots:

##### (i) *Legal Notations*

1. See **Exhibit G** for a summary of legal notations that are registered against title to the Phase 1 Strata Lots and the Development Lands.

##### (ii) *Registered Encumbrances*

1. See **Exhibit G** for a summary of encumbrances that are registered against title to the Phase 1 Strata Lots and the Development Lands.

##### (iii) *Discharge of Certain Registered Encumbrances*

1. The Developer will obtain from 1213904 B.C. Ltd. a partial discharge of Mortgage CA7663643 and Assignment of Rents CA7663644 insofar as they pertain to any particular Strata Lot, prior to, or within a reasonable time following completion of the sale of such Strata Lot upon receipt by 1213904 B.C. Ltd. of a specified or predetermined amount from the proceeds of the sale of such Strata Lot in the ordinary course.
2. The Developer will also obtain a partial discharge of any Construction Security (as defined in section 6.2 in the manner set out in section 6.2).

### 4.4 Proposed Encumbrances

#### (a) General Description of Proposed Encumbrances

In addition to the encumbrances listed in section 4.3, the Developer may register against title to the Development Lands or the Strata Lots:

- (i) statutory rights of way, section 219 covenants, easements, restrictive covenants, dedications, or other rights or restrictions 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) statutory rights of way, section 219 covenants, easements, restrictive covenants, dedications, or other rights or restrictions required by the Water Utility, the Sewer Utility, and 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 Water Utility SRW and Water Utility Rent Charge (see section 3.8 and **Exhibit H** and **Exhibit I**);
- (iv) the Sewer Utility SRW and Sewer Utility Rent Charge (see section 3.1 and **Exhibit J** and **Exhibit K**);
- (v) the Community Association Rent Charge (see section 2.1(f) and **Exhibit B**);
- (vi) a restrictive covenant substantially in the form attached as **Exhibit P** (the “**Irrigation Covenant**”);

The covenant will restrict water use on the Strata Lots to no more than 325 imperial gallons per Strata Lot per day for water supplied by the Water Utility.

- (vii) restrictive covenants requiring a site specific geotechnical report prior to issuance of a building permit confirming the proposed construction is safe and providing recommendations for construction which must be adhered to; and
- (viii) the Construction Security.

The Developer may make amendments to, or modifications or replacements of, some or all of the legal notations and encumbrances described in sections 4.3 and 4.4.

The Developer may also accept other grants of easements, restrictive covenants or other rights or charges over adjacent lands for the benefit of the Development Lands or the Strata Lots.

#### 4.5 Outstanding or Contingent Litigation or Liabilities

##### (a) General Description of Liabilities

There is no outstanding or anticipated litigation or liabilities in respect of the Development or against the Developer that may affect the Development or the Strata Corporation or the Strata Lots or the owners of the Strata Lots of which the Developer is aware.

#### 4.6 Environmental Matters

##### (a) Geotechnical Covenant

Strata Lots 58, 59, and 60 have a section 219 covenant registered against title under CA2967197 (the “**Geotechnical Covenant**”), a copy of which is attached as **Exhibit Q**. The Geotechnical Covenant provides notice of potential natural geotechnical hazards on the Strata Lots, prohibits construction or disturbance of any soil within the area set out in Plan EPP27036 (the “**No Build Zone**”), and requires the owner of these Strata Lots to indemnify and release the Province of British Columbia from any claims or liabilities which may arise in connection with the owner’s use of the Strata Lot (including with respect to any improvements constructed on the Strata Lots).

## 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            | *see note                                   | N/A   | January 24, 2013                          | N/A   |
| 2            | N/A   | September 1, 2021<br>to<br>November 30, 2021          | N/A                                       | September 1, 2021<br>to<br>November 30, 2021        |

\*Note: As set out in section 1.5(b), the Developer was not responsible for the construction or development of Phase 1 of the Development. Accordingly, the Developer does not know the actual date of Commencement of Construction for Phase 1.

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 to be relied upon by purchasers of Strata Lots for determining the closing date of their purchase. The closing date for the sale and purchase 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 a 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

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

Phase 1 of the Development is complete.

The Final Strata Plan for Phase 2 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 in respect of Phase 2 of the Development dated as of August 25, 2021 which provides preliminary approval of Phase 2 of the Development.

### 6.2 Construction Financing

(a) Construction Financing

The Developer has obtained a satisfactory financing commitment for construction financing (the **“Construction Financing”**) for the Development sufficient to construct the Development including all utilities and other services associated with the Development 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”**).

(b) Construction Security

In addition to the encumbrances set out in sections 4.3, 4.4 and **Exhibit G**, 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

Except as otherwise provided in this section 7.1, 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 the contracts of purchase and sale substantially in the forms attached as **Exhibit F** (collectively, the “**Purchase Agreement**”). **Exhibit F** includes the Phase 1 Purchase Agreement (for Phase 1 Strata Lots) and the Phase 2 Purchase Agreement (for the Phase 2 Purchase Strata Lots).

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) Unless otherwise defined in this Disclosure Statement, each capitalized term used in this Section 7.2 will have the meaning given to it in the Purchase Agreement.

- (ii) The information set out in this Section 7.2 is a summary of certain provisions contained in the Purchase Agreement. Purchasers are recommended to review **Exhibit F** in its entirety.

(b) Termination Provisions

Phase 1 Purchase Agreement – Section 12 of Schedule A of the Purchase Agreement provides:

**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.

Phase 2 Purchase Agreement - Section 1.4 of the Offer provides:

**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 1, 2021 and November 30, 2021 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.

Phase 2 Purchase Agreement - Section 5 of Schedule A of the Purchase Agreement provides:

**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.

Phase 2 Purchase Agreement - Section 12 of the Schedule A of the Purchase Agreement provides:

**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.

(c) Extension Provisions

Phase 1 Purchase Agreement – Sections 2, 3, and 4 of Schedule A of the Purchase Agreement provide:

**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.

**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.

**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.

Phase 2 Purchase Agreement - Sections 2, 3, and 4 of Schedule A of the Purchase Agreement provide:

**Completion Date.** The Seller will give the Buyer written notice in accordance with section 23 below (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.

**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.

**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.

(d) Assignment Provisions

Phase 1 and Phase 2 Purchase Agreement - Sections 21 and 22 of Schedule A of the Purchase Agreement provide:

**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.

**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.

(e) Deposit Interest Provisions

Phase 1 and Phase 2 Purchase Agreement - Section 1 of Schedule A of the Purchase Agreement provides:

**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.

(f) Strata Building Scheme and Design Guidelines

Phase 1 and Phase 2 Purchase Agreement -

Schedule F of the Purchase Agreement contains many provisions dealing with the Strata Building Scheme, the Design Guidelines, the fees payable by purchasers to the Design Review Coordinator to have their plans and specifications reviewed and approved, and other construction requirements. Purchasers are advised to review Schedule F of the Purchase Agreement in its entirety.

(g) Connection to Domestic Power and Closing Arrangements

Phase 2 Purchase Agreement - Section 34 of Schedule A of the Purchase Agreement permits the Developer to require purchasers to close on the purchase and sale of their Strata Lot in the event B.C. Hydro has not completed the work required to provide domestic electricity to the Strata Lot as provided in section 3.1(d) of the Disclosure Statement provided the Developer has taken certain steps and provided the Buyer will be entitled to retain a \$20,000.00 holdback from the purchase price on closing (collectively, the "**Domestic Power Holdback**").

**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.

### 7.3 Developer’s Commitments

Other than as set out below, there are no commitments made by the Developer that will be completed after the sale of the Strata Lots.

#### (a) Connection to Domestic Power

At the Developer’s election, Purchasers of a Phase 2 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 (see section 7.2(g) of the Disclosure Statement above) and the Buyer will be permitted to retain the Domestic Power Holdback. 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(d) of the Disclosure Statement (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 on closing (see section 34 of the Purchase Agreement and section 7.2(g) above). **In the event the Developer is not able to fulfill the Domestic Power Commitment within the time provided in the Purchase Contract, Buyers may use the Domestic Power Holdback and work with B.C. Hydro directly to complete the work.**

### 7.4 Other Material Facts

#### (a) Contribution Agreement

The Developer has entered into the Contribution Agreement with the Strata Corporation as set out in section 3.3(d). The Contribution Agreement is attached as **Exhibit R**.

#### (b) 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 August 30, 2021.


#### KV Properties Inc.

Per:

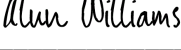
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**CONSTITUTION**

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 Koocanusa 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 Koocanusa 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 Koocanusa 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 Koocanusa 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.



## **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 Koocanusa 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 Koocanusa 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 Koocanusa 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 Koocanusa 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**

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**EXHIBIT A**  
**Bylaws of Koocanusa 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 Koocanusa 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 Koocanusa 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 Koocanusa 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 Koocanusa 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 Koocanusa 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.





## 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, ou=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

**Rent Charge**

CHARGE NO.

ADDITIONAL INFORMATION

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):

**MARCER 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 &amp; Solicitor

1200, 1015 - 4 Street S.W.

Calgary, AB T2R 1J4

Execution Date

Y M D

12 07 04

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.

### EXECUTIONS CONTINUED

PAGE 2 of 8 pages

Transferor / Borrower / Party Signature(s)

Sweetwater Community Association by  
its authorized signatory(ies):

Per: Craig Douglas McMorran

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

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 3 OF 8 PAGES

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

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

STC? YES ☐

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

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

STC? YES ☐

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

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

STC? YES ☐

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 4 OF 8 PAGES

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

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

STC? YES ☐

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

STC? YES ☐

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

STC? YES ☐

**Terms of Instrument – PART 2**

THIS RENT CHARGE AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2012

BETWEEN:

**MARCER RANCHING LTD.**, of 4401 Macleod Trail S.W. Calgary, AB  
T2G 0A5  
(hereinafter called the "Grantor")  
**OF THE FIRST PART**

AND:

**SWEETWATER COMMUNITY ASSOCIATION**, incorporated in the  
Province of British Columbia under Society #S60030, with an office at 4401  
Macleod Trail S.W., Calgary, AB T2G 0A5  
(hereinafter called the "Grantee")  
**OF THE SECOND PART**

WHEREAS:

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

AND WHEREAS:

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

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

**1. Grant of Rent Charge**

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

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

- 1.2 The yearly rent charge shall be deemed to accrue from day to day but shall be paid in one annual instalment on the 1<sup>st</sup> day of January in each year with the first payment being made on the 1<sup>st</sup> 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 1<sup>st</sup> 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.



4.03 SINGLE FAMILY RESIDENTIAL – LARGE LOT ZONE: R-1(A)

(1) Permitted Uses

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

- (a) *Single family dwelling.*

(2) Accessory Uses

- (a) *Home based business;*
- (b) *Secondary suite;*
- (c) *Guest house;*
- (d) *Uses, buildings and structures accessory to a permitted use.*

(3) Regulations

In the R-1(A) 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:                   | 1000 m <sup>2</sup> |
| (b) Minimum <i>setbacks</i> :                     |                     |
| <i>Principal buildings and structures</i> from:   |                     |
| ▪ <i>front parcel line</i>                        | 6.0 m               |
| ▪ <i>rear parcel line</i>                         | 6.0 m               |
| ▪ <i>interior side parcel line</i>                | 4.5 m               |
| ▪ <i>exterior side parcel line</i>                | 6.0 m               |
| <i>Accessory buildings and structures</i> from:   |                     |
| ▪ <i>front parcel line</i>                        | 6.0 m               |
| ▪ <i>rear parcel line</i>                         | 3.0 m               |
| ▪ <i>interior side parcel line</i>                | 3.0 m               |
| ▪ <i>exterior side parcel line</i>                | 4.5 m               |
| (c) Maximum <i>height</i> for:                    |                     |
| <i>Principal buildings and structures</i>         | 10.0 m              |
| <i>Accessory buildings</i> and <i>Guest house</i> | 7.0 m               |
| (d) Maximum <i>parcel coverage</i>                | 30%                 |

(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.

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 <sup>2</sup> |
| (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



## STATUTORY BUILDING SCHEME

## Declaration of Covenants and Restrictions

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

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

## Section 1 - Land Use Rules and Restrictions

## a) Definitions

The following definitions apply within this building scheme:

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

"Developer" means Marcer Ranching Ltd.

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

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

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

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

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

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

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

**b) Plan Approval**

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

**c) Buildings**

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

**d) Camping**

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

**e) Vehicle Storage/Operation**

- No parking of recreational vehicles, boats and other motorized watercraft, and trailers within the rear yard or side yard of any Strata Lot is permitted at any time.

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

**Recreational Vehicles**

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

**Boats and Motorized Watercraft (Over 15' in Length)**

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

**Small Boats, Small Motorized Watercraft and Other Motorized Recreational Vehicles**



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

f) Garbage

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

g) Use of Residences

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

h) Destroyed Improvements

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

i) Antennae

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

j) New Materials

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

k) Tree Removal



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

## SECTION 2– Site Planning Guidelines

### 2.1 Strata Lot Plan

#### Building Envelope

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

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

#### Utility Rights-of-Way & Easements

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

### 2.2 Strata Lot Grading and Site Drainage

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

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

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

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

### 2.3 Driveways and Strata Lot Access

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

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

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

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

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

### 2.4 Site Services, Utility Boxes & Mechanical Equipment

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

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

### 2.5 Use of Propane and Propane Tanks

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

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

## SECTION 3 – Architectural Guidelines

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

### 3.1 Building Height and Slope Adaptive Considerations

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



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

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

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

### 3.2 Building Size

No home shall be constructed in which the gross floor area of the ground floor is less than 74.3 m<sup>2</sup> (800 ft<sup>2</sup>). No second floor may be constructed that exceeds the gross floor area of the ground floor. The gross floor area of a home shall be calculated from the outside of all exterior walls and shall include all interior finished space, except garages. Gross floor area shall not include covered porches, carports, and other unfinished space.

### 3.3 Building Materials

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

#### General Requirements

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

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

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

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

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

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

#### Windows and Doors

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

#### Soffit and Fascia



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

#### Roof

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

### 3.4 Building Colours

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

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

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

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

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

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

#### Windows and Doors

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

#### Soffit and Fascia

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

#### Roof

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

#### 3.5 Building Base

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

#### 3.6 Building Wall Articulation

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

#### 3.7 Windows and Doors

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

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

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

The use of glass block is not permitted.

### 3.8 Garages

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

Garages may not be larger than 3 cars in width.

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

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

### 3.9 Decks, Patios and Porches

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

#### DECKS

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

#### ROOFTOP DECKS

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



## PATIOS

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

## PORCHES

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

### 3.10 Chimneys

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

### 3.11 Roof Shape and Character

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



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

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

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

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

### 3.12 Exterior Lighting

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

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

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

### 3.13 Building Accessories

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

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

## SECTION 4 - Landscape Guidelines

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

### 4.1 Landscape Plantings

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

Large sodded lawns will not be permitted.

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

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

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

#### 4.2 Irrigation Systems

Underground irrigation systems are not permitted.

#### 4.3 Hot Tubs, Pools and Water Features

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

#### 4.4 Retaining Walls

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

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

#### 4.5 Fencing

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

#### 4.6 Fire Pits

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

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

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

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

#### 4.7 Recreational Equipment and Facilities

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

Tennis courts and other large sport surfaces are not permitted.

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

#### SECTION 5 -- Construction Covenants

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

a) Grading and Excavation

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

b) Debris and Trash Removal

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





# LAKEVIEW TERRACE RESIDENTIAL DESIGN GUIDELINES

*Strata Plan 832  
Version 2.2*

*15 November 2019*





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## Contacts

### Strata Corporation

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### Design Review Coordinator

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the “*Design Review Coordinator*”

***NOTE: These Design Guidelines apply only to those single family residential dwellings located within Strata Plan EPS832 (Lakeview Terrace). Do not utilize these guidelines for other areas of the community.***

## Vision and Architectural Character

The vision for Lakeview Terrace at Koocanusa Village is to create a unique waterfront community which reflects the local vernacular of mountain architecture together with elements of lakefront architecture while maintaining a clean, uncluttered appearance that does not overpower the dramatic backdrop provided by Lake Koocanusa and the Rocky Mountains.

Homes within Lakeview Terrace should follow the design aesthetic of mountain architecture while reflecting the beachfront location of the community.

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

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

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

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

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

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



## The Design Review Process

The Design Review Coordinator (the “DRC”) for Lakeview Terrace (EPS832) 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 Strata Corporation as it’s representative responsible for reviewing and approving all residential development at Lakeview Terrace. 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). Final reviews will be completed before landscaping is 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.

### DESIGN REVIEW FEES

To initiate the design review process the Design Review Fee must be submitted to the DRC. The Design Review Fee is **\$1,250.00** (\$1190.47 + 59.53 GST).

# Site Planning Guidelines

## 1.1 Lot Plan

### Building Envelope

Each Lot includes a Building Envelope. The Building Envelope for each lot is based on lot setbacks established in the Sweetwater Zoning and Floodplain Management Bylaw No.2127/2009 and restrictive covenants for each lot as registered on title.

**The Koocanusa Village area is outside of RDEK fire protection districts. As a result, the BC Building Code (Section 9.10.15) requires greater building setbacks than those required by the RDEK. The Building Envelope for your lot reflects the zoning setbacks required by the RDEK. The Building Envelope for your lot does not reflect setbacks as required under Building Code (this is because the requirements vary depending on multiple factors, including whether a sprinkler system is installed in the home). The Building Code requirements for spatial separation between houses supersede all other setbacks and must be adhered to by all owners.**

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

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

- Landscaping must extend to the property lines on all sides except the front. On the front of the lot landscaping shall extend to the street edge.
- Parking areas and driveways shall be fully contained within the Building Envelope except for the driveway access from the frontage road.

Exemptions to these guidelines may be provided by the DRC based on overall home design, lot configuration, impact on neighbouring residences and the overall Koocanusa Village community and other factors as determined from time to time by the DRC.

### Utility Rights-of-Way & Easements

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

## Floodplain

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

- Homes situated on downhill lots (ie. east of the common strata road) must have a walk-out basement. Walk-out basements must be located in a manner that is complimentary to the existing topography of the lot.
- Homes situated on uphill lots (ie. west of the common strata road) may be built into the hillside such that the garage is located at street level with living above.
- All homes at Koocanusa Village must comply with all requirements of the RDEK floodplain bylaw.

## 1.2 Lot Grading and Site Drainage

Home designs are required to fit within the context of the existing grading for each lot. No home may be artificially elevated on the lot. Lot slopes should be integrated within the building massing as much as possible (i.e. stepped foundations and multiple floor levels) to minimize the need for grades steeper than 3:1.

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

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

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%.

No home may be artificially raised or lowered on a lot from the existing topography unless specifically approved by the Design Review Consultant.

### 1.3 Driveways and Lot Access

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

Driveways are required to be contained within the Building Envelope except as required for access to the frontage road.

Driveways are to be surfaced with suitable paving such as concrete pave stone, concrete, or asphalt. Driveway material, finish and colour are all subject to approval by the DRC. Loose aggregate (ie. gravel) is not permitted as a driveway material.

### 1.4 Site Services, Utility Boxes & Mechanical Equipment

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

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

## Architectural Guidelines

### 2.1 Building Massing, Style and Scale

The height, style, and siting of a proposed house must be compatible with the homes on adjacent lots to ensure a gradual transition from one home to the next. Coordination of architectural detail may be required to achieve this, particularly where a bungalow may be requested between adjacent two storey homes. Abrupt changes in heights of eaves and fascia should be avoided from house to house.

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.

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

- Homes are encouraged that bury the garage within the slope and extend living areas above to take advantage of views to the lake;
- Rooftop decks are permitted over the garage or other lower floor area in accordance with the requirements outlined herein;
- Building height shall not exceed 11.0m as measured from the lowest point on the street side of the home to the mid-point of the highest roof;
- The existing grade of the lot may not be altered beyond the rear of the building envelope.

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

- Homes may be no greater than two stories in height and building height shall not exceed 11.0m as measured from the lowest point at the walkout basement to the mid-point of the highest roof;
- Walkout basements are mandatory for all homes;
- Lot grading must conform to the approved site grading plan and shall not impact adjacent lots. Owners are encouraged to discuss the various design options for walkout basements with the Design Review Coordinator.

## 2.2 Building Size

No home shall be permitted that is less than 800 square feet (74m<sup>2</sup>) 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.

## 2.3 Continuity of Facades

All building finishes must wrap a minimum height of 0.6m (2 feet) around from the front of the house and must end at a logical transition point. Continuation of a home's architectural style around to and including the rear elevation is required.

Building finishes shall be consistent around a building. The use of "feature" finishes on the front facade of a building and lesser finishes on the side and rear facades is not permitted. Changes in materials are permitted, and encouraged, throughout a building but shall not appear as if creating an extravagant street facade or waterfront facade at the expense of other facades.

## 2.4 Building Walls

A minimum of three wall treatments are to be used on each home. However, homes which, in the sole opinion of the Design Review Coordinator, utilize too many different materials or which utilize materials in non-traditional styles will not be permitted.

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.

Materials for walls may be natural stone, round log, square log, wood shingle or wood siding, cement fiber board, high-density wood composite board, cedar, board and baton, artificial stone, acrylic stucco, sloped dash stucco. Walls shall not be surfaced with concrete, brick, plywood, aluminum or plastic siding or any other material not approved as an exterior finish.

Artificial (cultured) stone style shall be indigenous to the Lake Koocanusa area. Artificial stone that does not have the appearance of real stone will not be permitted. Stone shall be colours and tones native to the Koocanusa area.

Homes utilizing fibre cement siding (ie. Hardiplank or similar) must include at least two types of exterior cladding (ie. utilize fibre cement siding together with stone, wood shingle or other exterior wall cladding). When considering the use of fiber cement siding note that board & batten siding is preferred and that distinct joint patterns in horizontal siding will not be permitted.

Stucco may be utilized for no more than 20% of the area of the home and no more than 50% of any single facade.

The use of metals as a cladding element requires specific approval from the DRC. Any metal approved must be non-glare.

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.

Predominant exterior colours must be rich earth tones, warm tones or grays that complement the natural setting. Light coloured palettes will not be permitted.

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

White exterior materials (including cream, off-white, linen or similar) and bright, bold (ie. bright reds, greens, or yellows) or very dark colours (blacks) are not permitted for any exterior finish.

## 2.5 Garages

Garages are required on all homes. Garages must provide parking for not less than two vehicles.

Carports are not permitted unless approved by the Design Review Coordinator and shall not be permitted in lieu of a garage.

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.

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.

Single width garage doors and staggered setbacks add extra dimension to the street elevations and are preferred.

Garage door height shall not exceed 10 feet (3.0m) unless approved by the Design Review Coordinator.

Garage door style must be consistent with the overall architectural style of the home. Basic raised panel garage doors are not permitted. 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 doors are not permitted. High contrast colours for garage doors are not permitted.

Garage doors shall be wood or insulated metal with moldings and panel detail painted or stained to complement or match the building siding. Uninsulated metal or plastic garage doors are not permitted.

Garage doors shall be painted or stained. Insulated metal garage doors shall be painted a dark colour to complement the architectural style of the home. White garage doors are not permitted.

Where the vertical distance from the top of the garage door(s) to the adjacent gutter line projection exceeds 24 inches, some form of architectural feature must be incorporated above the garage door(s).

## 2.6 Roofs

Visually, the roof is fundamental to the overall image of the individual home and neighbourhood. The roof form must demonstrate the following characteristics:

All roofs must contribute to reducing apparent building mass. Simple forms are favored over complex roof styles;

Roof overhangs shall meet the minimum overhang requirements as follows:

- 36 inch (1000mm) overhang for roof pitches from flat to 5/12;
- 30 inch (750mm) overhang for roof pitches greater than 5/12 to 7/12;
- 24 inch (600mm) overhang for roof pitches greater than 7/12 to 9/12;
- 18 inch (450mm) overhang for roof pitches greater than 9/12.

Roofs shall be clad with:

- High-quality (40 year) asphalt shingles with raised ridges and cut and flashed valleys;
- Concrete tile with butt and flashed fascia;
- Composite materials which emulate real wood shakes; or,
- Non-reflective standing seam metal.

No other roofing materials are permitted unless approved at the sole discretion of the Design Review Coordinator.

Roofs, and all roof top mechanical equipment, vents and other accessories, shall be natural earth tones and shall be coloured to match roof colour. All flashing must match roof colour.

Asphalt shingles shall be dark earth-toned colour such as Dual Black, Harvard Slate, Weather Wood or Driftwood. Metal roof colour shall be black, brown or as approved by the Design Review Coordinator. Composite roof materials must emulate real wood shakes in colour. Red, green, blue, silver, white or unfinished metal roofing materials are not permitted.

## 2.7 Entry and Front Façade

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.

A minimum of two different wall treatments are to be incorporated in the front façade.

Homes are required to incorporate a front entry landing or porch to provide a transition from yard to house.

Front entries must be raised from adjacent grade. A minimum elevation change of 12 inches is recommended although exceptions will be considered for downhill style lots and to permit universal accessibility (Where universal accessibility is proposed, the entire home must meet the requirements for universal accessibility).

Front entry protective barriers and railings, where required, must utilize spindles (square or turned according to house style) or pony-walls finished with the same exterior finish material that adorns the majority of the house. Glass panels are not permitted for use on front entry porches.

## 2.8 Soffit and Fascia

Soffit may be wood or aluminum.

Fascia shall be metal, wood, 'Smart Trim' or fibre cement board.

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.

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

Metal soffit shall be black or dark natural earth tones. White metal soffit is not permitted.

Fascia shall be natural in colour or stained or painted in an acceptable earth-toned colour. White fascia is not permitted.

## 2.9 Chimneys

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.

## 2.10 Windows and Doors

Windows styles and materials will be permitted by the Design Review Coordinator based on the overall architectural character of the home and relationship to neighbouring homes.

Windows shall be wood, finished metal or vinyl.

Non-reflective materials must be used, including non-reflective glazing.

Window and door trim shall be wood, wood composite, or fiber-cement trim

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.

Window and door trim shall be painted or stained an acceptable earth-toned colour.

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.

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 materials.

The use of glass block is permitted only on a limited basis at the sole discretion of the Design Review Coordinator.

## 2.11 Decks, Patios and Porches

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

For the purpose of these guidelines the following definitions apply:

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

**ROOFTOP DECK** means a roofless, floored surface above the main floor living area or garage of a home.

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

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

### Decks

- The design and construction of a deck must be complimentary to the design of the principal residence.
- The use of pressure treated lumber for exposed elements is not permitted (No pressure treated lumber elements may be visible on a completed deck).
- All elements of the deck must be sized to a scale appropriate to the design of the home and to express the structural qualities of the various elements (ie. post and columns must be robust to define their role as structural elements).
- Railings must be designed to be complementary to the design of the principal residence.

### Rooftop Decks

- Rooftop decks are permitted only on homes located on the uphill (west) side of the common access road. Rooftop decks must be located on the front and side of the home and must be oriented toward the water.
- Rooftop decks must be fully incorporated into the design of the home.
- Railings must be incorporated into the design of the rooftop deck.
- Use of the roof structure to screen the rooftop deck is encouraged (and may be required at the discretion of the Design Review Coordinator).
- All rooftop decks must be fully contained within the Building Envelope.

### Patios

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

## Porches

- Porches shall be located and designed in a manner that is considerate of neighbouring residences and their views.
- All porches must be associated with an entrance to the home.
- Screened porches or open porches on the rear of those homes, which face the water, are encouraged over simple wood porches.
- Patios may be provided as an extension of the covered porch.
- The design and construction of a porch must be complimentary to the design of the principal residence.
- The porch, including all railing elements, must be designed and constructed to complement the home – unfinished woods and metals are not permitted.
- The use of pressure treated lumber for exposed elements is not permitted.
- All elements of the porch must be sized to a scale appropriate to the design of the home and to express the structural qualities of the various elements (ie. post and columns must be robust to define their role as structural elements).
- All porches must be fully contained within the Building Envelope.

## 2.12 Exterior Lighting

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

Lighting is to be limited to within the Building Envelope. Lighting of areas outside of Building Envelope is not permitted. It is intended that all lighting be assessed on the basis of compliance with Dark Sky standards.

Low intensity non-glare fixtures to provide adequate illumination for safety and aesthetic enhancement are permitted. No uncovered light fixtures or non-focussed, non-downward lighting fixtures are permitted.

The number of exterior light fixtures shall be limited to those required to provide adequate lighting and shall not be superfluous.

Seasonal lighting is permitted. All seasonal lighting must be installed no earlier than December 1 and must be removed no later than January 30 of each year.

## 2.13 Building Accessories

An Owner may construct on a Strata Lot one (1) accessory building of materials consistent with the principal dwelling and suitable for residential purposes only (i.e. garden storage, pool equipment storage, and general storage).

Accessory buildings shall be constructed of materials to complement the primary dwelling on the Strata Lot.

No exterior antennae of any style or purpose are permitted.

Satellite dishes may be used if discretely located on the building and no greater than 30" (750mm) diameter. No more than one satellite dish is permitted per Strata Lot.

Solar applications are encouraged when integrated into the surface in which they are mounted. "Add-on" type applications are not permitted unless discretely situated into the roof or wall profile. Written approval must be obtained from the Design Review Coordinator prior to the installation of any solar applications on the exterior of the home or within the Lot.

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.

No HVAC or mechanical equipment, including pool 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.

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.

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.

## Landscape Guidelines

### Landscape Design

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

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

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

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



### 3.1 Landscape Plantings

All properties at Koocanusa Village shall be fully landscaped up to the frontage road.

Large sodded lawns will be permitted but must be mowed and maintained on a regular basis.

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

Planting design should consider the following:

- **Hierarchy:** Planting should include a variety of heights; low ground cover, low and medium height shrubs and trees.
- **Variety:** Utilize coniferous, broadleaf and deciduous plants. Consider form, size, flower, fruit and foliage for achieving variety.
- **Theme:** Although variety is desirable, repetitions of elements will set a theme and help to unify the design. Repeat common plants or forms in different locations.
- **Massing:** Groupings of plants are preferable to scattered specimens. The best impact is achieved where masses of the same species are used.
- **Ornaments:** Prefabricated garden ornaments such as wishing wells, animals, gnomes, etc., are undesirable. Rock or stone is a desirabled embellishment when used in masses. Ornamental signage (ie "The Lake House") shall not exceed 8" x 24" and must complement the finish and colour scheme of the house.
- **Local Suitability:** Plants chosen should reflect specific conditions of topography, soils, light and moisture particular to Koocanusa. plant selections should consider local native plant material and drought tolerant plant material.
- **Mulch:** Utilize good quality landscape fabric combined with fine grade shredded bark mulch or rock mulch. White landscape rock is not appropriate mulch treatments.

### 3.2 Swimming Pools, Hot Tubs and Water Features

"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 2 feet (600mm) or greater. A swimming pool does not include a factory built hot tub.

Swimming pools may be permitted only with approval from the Design Review Coordinator.

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. Hot tubs situated in a concealed location are preferred.

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.

### 3.3 Retaining Walls

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.

Retaining walls should not exceed an exposed height of 4 feet (1.2m) 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.

Wall materials should complement the character of the house. Natural drystack 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.

Any Owner wanting to alter the existing grade on their lot is solely responsible for any and 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.

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.

Walls of pressure treated timber or railway ties are not permitted.

### 3.4 Fencing

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 6 feet (1.8m). The desired effect is to ensure that there is no fencing in front yards.

All fencing shall be of standard design and shall be a maximum 4-foot-high, 9-gauge black vinyl chain link or black steel rod, unless otherwise approved by the Design Review Consultant. Alternate 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. In no case will fencing of a solid panel nature be approved.

### 3.5 Fire Pits

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

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

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

Fire pits must be located a minimum of 3.0 meters from trees or other vegetation and must be a minimum of 6.0 meters from any residence or other building.

### 3.6 Recreational Equipment and Facilities

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.

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

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

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#### 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

|  |                      |                       |
|--|----------------------|-----------------------|
| <b>Ground Floor Area</b> (gross floor area):   | _____ m <sup>2</sup> | _____ ft <sup>2</sup> |
| <b>Second Floor Area</b> (gross floor area):   | _____ m <sup>2</sup> | _____ ft <sup>2</sup> |
| <b>Basement Floor Area</b> (gross floor area): | _____ m <sup>2</sup> | _____ ft <sup>2</sup> |
| <b>Garage Floor Area</b> (gross floor area)    | _____ m <sup>2</sup> | _____ ft <sup>2</sup> |

*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.*

|                              |                                  |                       |
|------------------------------|----------------------------------|-----------------------|
| <b>Building Height</b>       | _____ m <sup>2</sup>             | _____ ft <sup>2</sup> |
| <b>Roof Pitch (ie. 6:12)</b> | _____ 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 Summary

### Calculation of Maximum Percent of Glazed Openings on Exposing Building Face

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

#### South Building Face

|                                       |                      |                       |
|---------------------------------------|----------------------|-----------------------|
| Total Area of Glazed Openings:        | _____ m <sup>2</sup> | _____ ft <sup>2</sup> |
| Total Area of Exposed Building Face:  | _____ m <sup>2</sup> | _____ ft <sup>2</sup> |
| % of Glazed Openings to Building Face | _____ %              |                       |

#### North Building Face

|                                       |                      |                       |
|---------------------------------------|----------------------|-----------------------|
| Total Area of Glazed Openings:        | _____ m <sup>2</sup> | _____ ft <sup>2</sup> |
| Total Area of Exposed Building Face:  | _____ m <sup>2</sup> | _____ ft <sup>2</sup> |
| % of Glazed Openings to Building Face | _____ %              |                       |

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

**ALL HOMES ARE REQUIRED TO PROVIDE INCREASED SETBACKS AS  
CALCULATED ABOVE**

**OR**

**A FIRE SUPPRESSING SPRINKLER SYSTEM MUST BE PROVIDED**

☐

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

...continued

## Building Materials

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

| Description of Item | Material | Supplier | Colour |
|---------------------|----------|----------|--------|
| Foundation Cladding |          |          |        |
| Walls               |          |          |        |
| Primary Cladding    |          |          |        |
| Walls               |          |          |        |
| Other Cladding      |          |          |        |
| Walls               |          |          |        |
| Other Cladding      |          |          |        |
| Walls               |          |          |        |
| Other Cladding      |          |          |        |
| 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 Strata Corporation nor its designated Design Review Coordinator to do so.

**The Strata Corporations Right to Amend Guidelines** | The Strata Corporation reserves the right to make revisions and modifications to these Design Guidelines for future phases of development at Koocanusa Village.

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

**Non-Liability of Strata Corporation EPS832** | Strata Corporation EPS832, their 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 Strata Corporation EPS832, their employees, agents, consultants or contractors, including the designated Design Review Coordinator, to recover damages.

...continued

**Other Conditions** | Approval of plans by the Strata Corporation EPS832, 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 Strata Corporation. 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 Strata Corporation. The Strata Corporation 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, Strata Corporation EPS832, and/or its consultants, including the designated Design Review Coordinator, shall not be held responsible for any errors, omissions or inaccuracies contained herein. Strata Corporation EPS832 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 Strata Corporation.

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

*Lot Owner Name:* \_\_\_\_\_

*Lot Owner Name:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*Date:* \_\_\_\_\_

## Spatial Separation Between Houses at Koocanusa Village Appendix B

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

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

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

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

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

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

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

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

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

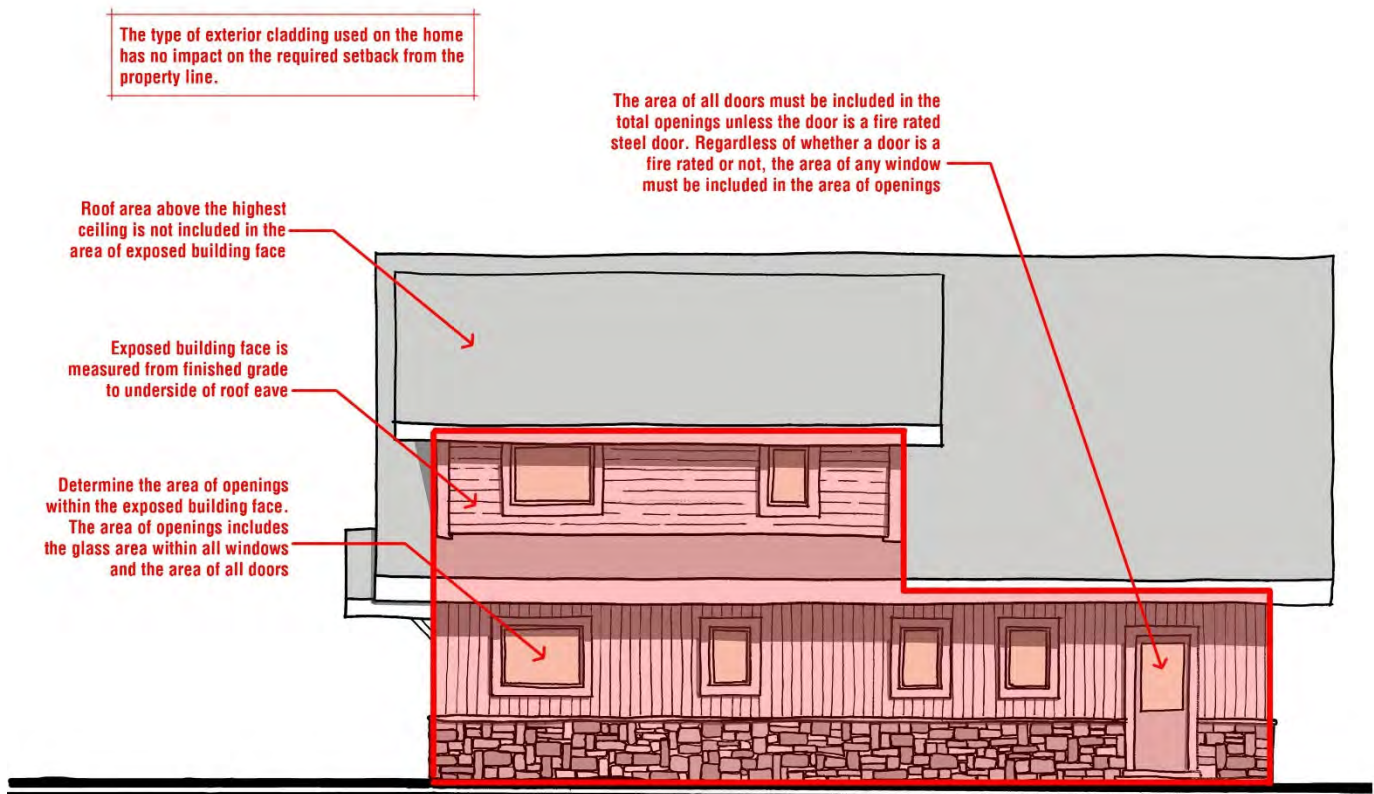
The following example is provided to demonstrate the methods for calculating the required setback. This example is not intended to cover all situations and may not be applicable to your home design. If your home contains elements that are not included in this example consult the BC Building Code to determine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

## REAR ELEVATION (Waterfront)





## SOUTH SIDE ELEVATION



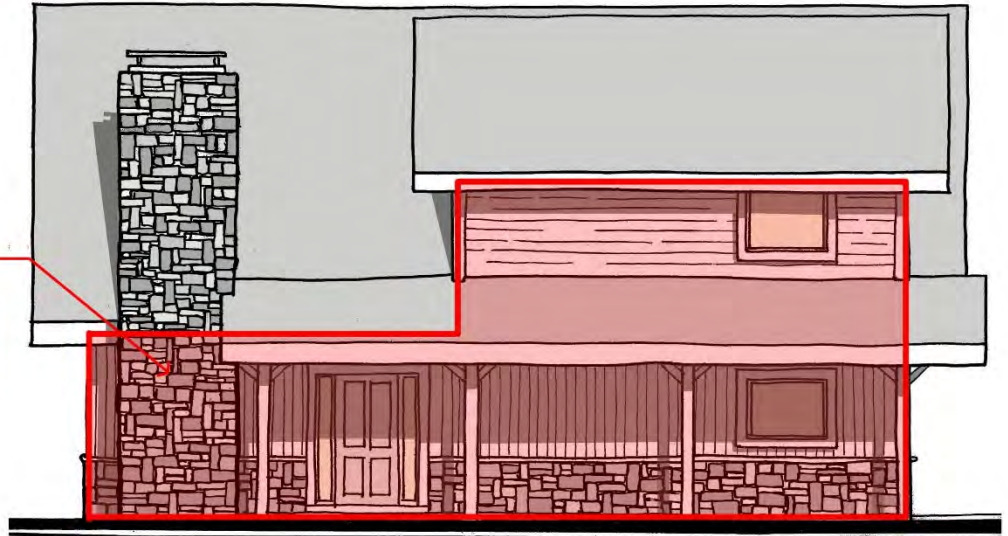
NOTE: All information in this Appendix C is sourced from *Section 9.10.15 – Spatial Separation Between Houses* from the 2012 BC Building Code. All statements in this Appendix C are believed to be true and accurate as of the date of this document, however, Strata Corporation EPS832, does not accept any liability for errors or omissions in the information provided herein or for the use of this information by any person. **Consult the BC Building Code for specific interpretations of the building code and its applicability to your specific circumstances and home design.**

## NORTH SIDE ELEVATION

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

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

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



### Exclusions to the Increased Setback Requirements

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





# EXHIBIT F

Seller's Representative: \_\_\_\_\_

Strata Lot # \_\_\_\_\_

Buyer's Representative: \_\_\_\_\_

Page 1 of \_\_\_\_\_

## OFFER TO PURCHASE AND AGREEMENT OF SALE LAKEVIEW TERRACE

### Seller:

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

(the "Seller")

### Seller's Lawyers:

LEFFLER LAW OFFICE  
1361 - 7<sup>th</sup> 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 August 30, 2021 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 \_\_\_\_\_, District Lot 10348, Kootenay District, Strata Plan EPS832 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on the Form V, located in the development known as "Lakeview Terrace" (the "**Development**") as shown on the strata plan attached as **Schedule D** (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 purchase and sale of the Property will occur on \_\_\_\_\_ (the "**Completion Date**").
- 1.5 **Bare Land.** The Buyer is purchasing bare land only with water and sewer 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.

- 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) |
| _____ )                  | Buyer        |
| (AS TO ALL SIGNATURES) ) |              |

***[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

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**SCHEDULE A  
LAKEVIEW TERRACE  
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.** 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.
5. **Outside Completion Date.** Intentionally deleted.
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 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 56<sup>th</sup> 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.
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.

INITIALS

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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 strata plan attached to the Disclosure Statement, and (d) in the event of any conflict or discrepancy between the Property as described in the strata plan, any Marketing Material (as defined in section 33), and the actual size, dimensions, or configuration of the Property, as set out in strata plan registered in respect of the Development, the registered 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.

#### 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. **Non-Residency and Interest on the Deposit.** If the Buyer is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Buyer irrevocably authorizes the Seller's Lawyers to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit (if any) as may be required by the *Income Tax Act* (Canada).
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.
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.

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**SCHEDULE B**  
**LAKEVIEW TERRACE**  
**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.



**SCHEDULE D**  
**LAKEVIEW TERRACE**  
**STRATA PLAN**

*[attach plan and circle subject property]*

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**SCHEDULE F**  
**LAKEVIEW TERRACE**  
**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 Strata 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 Strata Corporation (or its designate) (in either case, the “**Design Review Coordinator**”) as required by the Strata Building Scheme and Design Guidelines.
4. **Design Review Fee.** The Buyer agrees to comply with the Strata 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 Strata Building Scheme and Design Guidelines. The Buyer agrees that all requests for approval under the Strata Building Scheme and Design Guidelines will be accompanied by a non-refundable design review fee of **\$1,250.00** (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 Building Scheme and Design Guidelines. If the initial plans and specifications do not comply with the 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 Strata 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 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

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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.

# EXHIBIT F

Seller's Representative: \_\_\_\_\_

Strata Lot # \_\_\_\_\_

Buyer's Representative: \_\_\_\_\_

Page 1 of \_\_\_\_\_

## OFFER TO PURCHASE AND AGREEMENT OF SALE LAKEVIEW TERRACE

### Seller:

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

(the "Seller")

### Seller's Lawyers:

LEFFLER LAW OFFICE  
1361 - 7<sup>th</sup> 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 August 30, 2021 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 "Lakeview Terrace" (the "**Development**") over the lands legal described as Lot 3, District Lot 10348, Kootenay District, Plan EPP14443 except Strata Plan EPS832 (Phase 1) and as shown on the proposed strata plan attached as **Schedule D** (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 1, 2021 to November 30, 2021 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 and sewer 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        |
| _____ )                  |              |
| _____ )                  | _____ (seal) |
| Name of Witness )        | Buyer        |
| (AS TO ALL SIGNATURES) ) |              |

*[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

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**SCHEDULE A  
LAKEVIEW TERRACE  
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.

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

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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 56<sup>th</sup> 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.
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

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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 section 33), 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.

### 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. **Non-Residency and Interest on the Deposit.** If the Buyer is a non-resident of Canada as defined under the *Income Tax Act* (Canada), the Buyer irrevocably authorizes the Seller's Lawyers to remit directly to the Receiver General for Canada such non-resident withholding tax in respect of interest earned on the Deposit (if any) as may be required by the *Income Tax Act* (Canada).
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

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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.
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

INITIALS

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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.

**SCHEDULE B**  
**LAKEVIEW TERRACE**  
**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.

The Buyer agrees that the following conditions listed on **Schedule "B"** have been waived or satisfied on or before the date as indicated below:

**Buyer's Signature**

**Buyer's Signature**

**Buyer's Signature**

**Buyer's Signature**

**Buyer's Signature**

**Buyer's Signature**

INITIALS

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**SCHEDULE D**  
**LAKEVIEW TERRACE**  
**PRE-CONSTRUCTION CONTRACT**  
**PROPOSED STRATA PLAN**

*[attach plan and circle subject property]*

INITIALS

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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:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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**SCHEDULE F**  
**LAKEVIEW TERRACE**  
**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 Strata 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 Strata Corporation (or its designate) (in either case, the “**Design Review Coordinator**”) as required by the Strata Building Scheme and Design Guidelines.
4. **Design Review Fee.** The Buyer agrees to comply with the Strata 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 Strata Building Scheme and Design Guidelines. The Buyer agrees that all requests for approval under the Strata Building Scheme and Design Guidelines will be accompanied by a non-refundable design review fee of **\$1,250.00** (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 Building Scheme and Design Guidelines. If the initial plans and specifications do not comply with the 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 Strata 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

INITIALS

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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.





# EXHIBIT G

## CHART AND DESCRIPTION OF LEGAL NOTATIONS AND CHARGES, LIENS AND INTERESTS REGISTERED AGAINST TITLE TO A SAMPLE STRATA LOT, THE COMMON PROPERTY AND THE DEVELOPMENT LANDS

DL = Development Lands

CP = Common Property

SL = Strata Lot 56

| LEGAL NOTATIONS:                    |   | DL | SL | CP |
|-------------------------------------|---|----|----|----|
| <b>Easement<br/>CA2648356</b>       | Hereto is annexed Easement CA2648356 over Lot 1 Plan EPP14443<br>Servient Tenement cancelled as to Strata Lots 1 to 122 inclusive Strata Plan EPS771 by CA2652035, 2011-07-11<br><br>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. | ✓  | ✓  | ✓  |
| <b>Easement<br/>CA2648357</b>       | Hereto is annexed Easement CA2648357 over Lot 2 Plan EPP14443<br><br>This Easement is a reciprocal easement in favour of the owner of Lots 1, 3 (the Development Lands) and 4 Plan EPP14443, to permit access over common pathways and roadways which may be constructed in the Community.  | ✓  | ✓  | ✓  |
| <b>Easement<br/>CA2648359</b>       | Hereto is annexed Easement CA2648359 over Lot 4 Plan EPP14443<br><br>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.  | ✓  | ✓  | ✓  |
| <b>CA2967189<br/>Form P</b>         | Registered January 24, 2013.  | ✓  | ✓  | ✓  |
| <b>CA3011216<br/>Amended Form P</b> | Registered February 27, 2013  | ✓  | ✓  | ✓  |
| <b>CA9017400<br/>Amended Form P</b> | Registered May 18, 2021   | ✓  | ✓  | ✓  |

# EXHIBIT G

2

| CHARGES, LIENS AND INTERESTS:                  |  | DL | SL | CP |
|--|--|----|----|----|
| <b>Statutory Right of Way<br/>CA2620472</b>    | <p>Registered June 26, 2012 in favour of The Crown in Right of British Columbia</p> <p>This Statutory Right of Way grants the Transferee, its servants, employees and invitees a statutory right of way to enter upon the lands at all time of day and night for the purpose of gaining pedestrian and vehicular access to District Lot 10349, Kootenay District. The Statutory Right of Way contains a provision allowing it to be reduced to the Common Property of the strata plan when the strata plan is filed in the Land Title Office.</p>                    | ✓  |    | ✓  |
| <b>Easement<br/>CA2648358</b>                  | <p>Registered July 10, 2012- appurtenant to Lots 1, 2 and 4 Plan EPP14443</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>  | ✓  | ✓  | ✓  |
| <b>Rent Charge<br/>CA2651891</b>               | <p>Registered July 11, 2012 in favour of Koocanusa 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>                                       | ✓  | ✓  | ✓  |
| <b>Statutory Building Scheme<br/>CA2967193</b> | <p>Registered January 24, 2013</p> <p>This Statutory Building Scheme is registered over Strata Lots 1 to 64 Strata EPS832 and provides a detailed list of design, construction and landscaping restrictions including, but not limited to, restrictions regarding plans and specifications, roof structure, siting, rise and height of structures, building materials, exterior colours, tree removal, driveway construction, fencing, and garbage.</p> <p>See section 2.3 of the Disclosure Statement for further information on the Statutory Building Scheme.</p> |    | ✓  |    |
|  |  |    |    |    |

# EXHIBIT G

3

| CHARGES, LIENS AND INTERESTS:                                 |  | DL | SL | CP |
|---|--|----|----|----|
| <b>Statutory Right of Way<br/>CA2652033</b>                   | Registered July 11, 2012 in favour of 0938534 B.C. Ltd. (the Water Utility)<br><br>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 (the Development Lands).  | ✓  |    | ✓  |
| <b>Statutory Right of Way<br/>CA2652034</b>                   | Registered July 11, 2012 in favour of 0938522 B.C. Ltd. (the Sewer Utility)<br><br>This Statutory Right of Way provides for the installation of sewer, power, propane, telecommunication and cable systems and utilities on Lot 3, Plan EPP14443 (the Development Lands).  | ✓  |    | ✓  |
| <b>Covenant<br/>CA2967194</b>                                 | Registered January 24, 2013 in favour of 0938534 B.C. Ltd.<br><br>This Covenant restricts irrigation on Strata Lot 1 to 64 Strata Plan EPS832 to no more than 325 Imperial Gallons per Strata Lot per day for water supplied by the transferee, who is a water utility   |    | ✓  |    |
| <b>Rent Charge<br/>CA2967199</b>                              | Registered January 24, 2013 in favour of 0938522 B.C. Ltd. (the Sewer Utility)<br><br>This Rent Charge is registered over Strata Lots 1 to 64 Strata Plan EPS832 to secure payment of an annual fee payable in connection with the sewerage system operated by 0938522 B.C. Ltd.   |    | ✓  |    |
| <b>Rent Charge<br/>CA2967201</b>                              | Registered January 24, 2013 in favour of 0938534 B.C. Ltd.<br><br>This Rent Charge is registered over Strata Lots 1 to 64 Strata Plan EPS832 to secure payment of an annual fee payable in connection with the waterworks system operated by 0938534 B.C. Ltd.   |    | ✓  |    |
| <b>Statutory Right of Way<br/>CA3112813 and<br/>CA3112814</b> | Registered May 6, 2013 in favour of British Columbia Hydro and Power Authority and Telus Communications Inc.<br><br>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. |    |    | ✓  |
|   |  |    |    |    |

## EXHIBIT G

4

| CHARGES, LIENS AND INTERESTS:                                 |  | DL | SL | CP |
|---|--|----|----|----|
| <b>Statutory Right of Way<br/>CA3563591 and<br/>CA3563592</b> | <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> | ✓  |    |    |
| <b>Mortgage<br/>CA7663643</b>                                 | Registered August 1, 2019 in favour of 1213904 B.C. Ltd.   | ✓  |    |    |
| <b>Assignment of<br/>Rents CA7663644</b>                      | Registered August 1, 2019 in favour of 1213904 B.C. Ltd.   | ✓  |    |    |



## KAMLOOPS LAND TITLE OFFICE

**LAND TITLE ACT**  
**FORM C (Section 233) CHARGE**

Jul-11-2012 16:32:43.031

CA2652033

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, ou=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):

**MARCER RANCHING 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 &amp; 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 H**

Status: Registered

Doc #: CA2652033

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

FORM\_D1\_V18

**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 H

Status: Registered

Doc #: CA2652033

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

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 H**

Status: Registered

Doc #: CA2652033

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

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 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, 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.



## KAMLOOPS LAND TITLE OFFICE

Jan-24-2013 16:42:07.013

DECLARATION(S) ATTACHED  
CA2967201 CA2967202LAND 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.

Kerri-Anne  
Thomas  
F2VNJG

Digitally signed by Kerri-Anne Thomas  
F2VNJG  
DN: c=CA, ou=Kerri-Anne Thomas  
F2VNJG, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=F2VNJG  
Date: 2013.01.24 16:49:32 -07'00'

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 Client No.: 10783

File No.: 7909KAT

Document Fees: \$145.00

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

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

STC? YES

Related Plan Number: **EPS832**

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):

**MARCER RANCHING 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 &amp; Solicitor

PO Box 2400

Invermere, BC, V0A 1K0

Execution Date

Y M D

13

01

24

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.



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  
PO Box 2400  
Invermere, BC, V0A 1K0  
as to both signatures

| Y  | M  | D  |
|----|----|----|
| 13 | 01 | 24 |

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

Dennis Hockett

Victor Toews

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

|    |    |    |
|----|----|----|
| 13 | 01 | 24 |
|----|----|----|

977230 Alberta Ltd., by its authorized  
signatory:

Dennis Hockett

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.

FORM\_E\_V18

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 3 OF 9 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Rent Charge

Entire Instrument

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Granting the Rent Charge herein priority over Mortgage LB62234 transferred to CA2375181, Assignment of Rents LB62235 transferred to CA2375181, Right of First Refusal LB107283 transferred to CA2375156 and Mortgage LB139618 transferred to CA2375157

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 "Transferor")

AND:

0938534 B.C. Ltd., Box 17, Site 11, RR #7, Calgary, Alberta T2G 0A5  
(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, 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 to 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:

### 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 and the Utilities Commission Act;
- (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, commencing on the date that the CPCN is issued and
- (b) no longer applicable once a customer has received approval to connect to the Transferee's waterworks, 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.

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 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 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 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 on the date set out above by executing item 1 of the Form C – General Instrument Part 1.



**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number: CA2967201

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

|   |  |
|---|--|
| <b>Kerri-Anne<br/>Thomas<br/>F2VNJG</b> | Digitally signed by Kerri-Anne<br>Thomas F2VNJG                            |
|   | DN: c=CA, cn=Kerri-Anne Thomas   |
|   | F2VNJG, o=Lawyer, ou=Verify ID at  |
|   | <a href="http://www.juricert.com/LKUP.cfm?">www.juricert.com/LKUP.cfm?</a> |
|   | id=F2VNJG  |
|   | Date: 2013.02.12 14:48:15 -07'00'  |

I, Gail Corrigan declare as follows:

1. that I inadvertently omitted the name of the grantor of the priority agreement in Part 5. The description in Part 5 should be deleted and replaced with the following: MARCER RANCHING LTD., INC. NO. 87000 AND 977230 ALBERTA LTD.
2. that I made a typographical error in Part 3, additional information by referencing mortgage transfer number CA2375181. In fact the mortgage transfer number should be CA2375180.
3. that the terms of instrument did not contain the priority agreement. Attached hereto are the corrected terms of instrument

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

Gail Corrigan

**NOTE:**

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

Fee Collected for Document: \$0.00

**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 "Transferor")

AND:

0938534 B.C. Ltd., Box 17, Site 11, RR #7, Calgary, Alberta T2G 0A5  
(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, 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 to 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:

### 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 and the Utilities Commission Act;
- (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, commencing on the date that the CPCN is issued and
- (b) no longer applicable once a customer has received approval to connect to the Transferee's waterworks, 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.

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 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 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 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 on the date set out above by executing item 1 of the Form C – General Instrument Part 1.

### CONSENT AND PRIORITY AGREEMENT

WHEREAS **977230 ALBERTA LTD.**, (the “Chargeholder”) is the holder of Mortgages, Assignment of Rents and Right of First Refusal (collectively called the “Financial Charges”) encumbering the lands (the “Lands”) described in item 2 of the Land Title Act Form C attached hereto, which were registered in Land Title Office under numbers LB62234 transferred to CA2375180, LB62235 transferred to CA2375181, LB107283 transferred to CA2375156 and LB139618 transferred to CA2375157

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREES TO THE CHARGEHOLDER:

1. The Chargeholder hereby consents to the granting and registration of the Rent Charge attached hereto (the “New Charges”) and the Chargeholder hereby agrees that the New Charges shall be binding upon its interest in and to the Lands.

2. The Chargeholder hereby grants to the transferees described in item 6 of the Land Title Act Form C attached hereto priority for the New Charges over the Chargeholder's right, title and interest in and to the Lands, and the Chargeholder does hereby postpone the Financial Charges and all of its right, title and interest thereunder to the New Charges as if the New Charges had been executed, delivered and registered prior to the execution, delivery and registration of the Financial Charges.

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





## KAMLOOPS LAND TITLE OFFICE

**LAND TITLE ACT**  
**FORM C (Section 233) CHARGE**

Jul-11-2012 16:32:43.032

CA2652034

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, ou=William Jerome  
 MacDonald 7STYS3, o=Lawyer,  
 ou=Verify ID at www.juricert.com/  
 LKUP.cfm?id=7STYS3  
 Date: 2012.07.11 15:32:34 -06'00'

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):

**MARCER 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 &amp; 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 #: CA2652034

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

FORM\_D1\_V18

**LAND TITLE ACT  
FORM D****EXECUTIONS CONTINUED**

PAGE 2 of 11 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

---

Kerri-Anne Thomas  
Barrister & Solicitor1018 - 7th Avenue  
PO Box 2400  
Invermere, BC V0A 1K0

(as to all signatures)

| Y  | M  | D  |
|----|----|----|
| 12 | 06 | 20 |

0938522 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.

**LAND TITLE ACT  
FORM E****SCHEDULE**PAGE 3 OF 11 PAGES

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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 #: 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

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:

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

Page 10 of 11

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.



## KAMLOOPS LAND TITLE OFFICE

Jan-24-2013 16:42:07.012

DECLARATION(S) ATTACHED  
CA2967199 CA2967200LAND 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.

Kerri-Anne  
Thomas  
F2VNJG

Digitally signed by Kerri-Anne Thomas  
F2VNJG  
DN: c=CA, ou=Kerri-Anne Thomas  
F2VNJG, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=F2VNJG  
Date: 2013.01.24 16:48:13 -07'00'

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 Client No.: 10783

File No.: 7909KAT

Document Fees: \$145.00

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

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

STC? YES

Related Plan Number: **EPS832**

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):

**MARCER 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 &amp; Solicitor

PO Box 2400

Invermere, BC, V0A 1K0

Execution Date

Y M D

13

01

24

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.

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  
PO Box 2400  
Invermere, BC, V0A 1K0  
AS TO BOTH SIGNATURES

| Y  | M  | D  |
|----|----|----|
| 13 | 01 | 24 |

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

Dennis Hockett

Victor Toews

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

|    |    |    |
|----|----|----|
| 13 | 01 | 24 |
|----|----|----|

977230 Alberta Ltd., by its authorized  
signatory:

Dennis Hockett

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.

FORM\_E\_V18

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 3 OF 9 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Rent Charge

Entire Instrument

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Granting the Rent Charge herein priority over Mortgage LB62234 transferred to CA2375181, Assignment of Rents LB62235 transferred to CA2375181, Right of First Refusal LB107283 transferred to CA2375156 and Mortgage LB139618 transferred to CA2375157

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

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ADDITIONAL INFORMATION

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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 "Transferor")

AND:

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

WHEREAS:

- A. The Transferor is the registered owner in fee simple of the lands 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 Koocanusa 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.

NOW THEREFORE in consideration of the premises the sum of \$1.00 now paid by the Transferee to the Transferor and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

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) “Lands” means those lands and premises defined in Item 2 of the Form C General Instrument – Part 1, of which this Agreement forms part;
- (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) “Sewer User’s Charge” means the rates of the Transferee for those connected to and receiving services from the Sewer System; and,
- (g) “Sewer System” means the sewer works and system installed or to be installed by the Transferee on the Lands for the provision of sewage 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 any 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 1<sup>st</sup> of each year. The annual fee shall become payable the 1<sup>st</sup> 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 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 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 of Future Lot 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 the rate of eighteen (18) percent per annum accruing on a daily basis, and shall be a charge upon the Lands or Future Lot 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, 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 in default; and
  - (ii) enter upon the Lands or Future Lot 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, 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 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 in default, either by delivery to the Transferor or then current owner of the Lands or Future Lot in default or by delivery to an adult person upon the Lands or Future Lot in question 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 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.

9. Further Rights of Transferee

Notwithstanding the provisions of paragraph 8, the Transferee may, at its option, take all such other remedies in contract or otherwise that may be available to it.

10. No Duty to Inquire.

It is further agreed that notwithstanding the absolute disposition pursuant to subsection 8(b) hereof of the Lands or Future Lot 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 purchaser or purchasers, be deemed with 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.

11. Application of Funds.

The monies realized by reason of the exercise of the power of sale pursuant to subsection 8(b) hereof 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 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.

12. Debt Action.

Notwithstanding the remedies available to the Transferee in section 8 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 in question in the same manner as the yearly rent charge.

13. Transfer to Taxing Authority.

In the event that the Sewer System operated by the Transferee shall at anytime 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 Lots from the rent charge, provided that the rent charge and all arrears and interest with respect to the Lands or Future Lot is paid in full to the date of release.

14. Priority.

The Transferor shall 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.

15. Enurement.

It is hereby agreed that these present 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. 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 Lots in question will nevertheless be and remain charged herewith.

17. No Waiver.

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

18. Governing Law.

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

19. Act Reasonably.

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

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

Page 8 of 8

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 party wherever the context so requires or allows.

TO EVIDENCE THEIR AGREEMENT, each of the parties has executed this Agreement on the date set out above by executing the Form C and D forming part of this Agreement.

**LAND TITLE ACT  
FORM DECLARATION**

Related Document Number: CA2967199

PAGE 1 OF 7 PAGES

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

|   |  |
|---|--|
| <b>Kerri-Anne<br/>Thomas<br/>F2VNJG</b> | Digitally signed by Kerri-Anne<br>Thomas F2VNJG                            |
|   | DN: c=CA, cn=Kerri-Anne Thomas   |
|   | F2VNJG, o=Lawyer, ou=Verify ID at  |
|   | <a href="http://www.juricert.com/LKUP.cfm?">www.juricert.com/LKUP.cfm?</a> |
|   | id=F2VNJG  |
|   | Date: 2013.02.12 14:47:59 -07'00'  |

I, Gail Corrigan declare as follows:

1. that I inadvertently omitted the name of the grantor of the priority agreement in Part 5. The description in Part 5 should be deleted and replaced with the following: MARCER RANCHING LTD., INC. NO. 87000 AND 977230 ALBERTA LTD.
2. that I made a typographical error in Part 3, additional information by referencing mortgage transfer number CA2375181. In fact the mortgage transfer number should be CA2375180.
3. that the terms of instrument did not contain the priority agreement. Attached hereto are the corrected terms of instrument

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

Gail Corrigan

**NOTE:**

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

Fee Collected for Document: \$0.00

**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 "Transferor")

AND:

0938522 B.C. Ltd., Box 17, Site 11, RR #7, Calgary, Alberta T2G 0A5  
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WHEREAS:

- A. The Transferor is the registered owner in fee simple of the lands 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 Koocanusa 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.

NOW THEREFORE in consideration of the premises the sum of \$1.00 now paid by the Transferee to the Transferor and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Defined Terms.

In this Agreement:

- (a) "Agreement" means this agreement as it may be amended or supplemented from time to time;
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- (c) “Business Day” means any day from Monday to Friday inclusive except for any day that is a statutory holiday in British Columbia;
- (d) “Lands” means those lands and premises defined in Item 2 of the Form C General Instrument – Part 1, of which this Agreement forms part;
- (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) “Sewer User’s Charge” means the rates of the Transferee for those connected to and receiving services from the Sewer System; and,
- (g) “Sewer System” means the sewer works and system installed or to be installed by the Transferee on the Lands for the provision of sewage 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 any 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 1<sup>st</sup> of each year. The annual fee shall become payable the 1<sup>st</sup> 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 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 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 of Future Lot 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.

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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, 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 in default; and
  - (ii) enter upon the Lands or Future Lot 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, 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 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 in default, either by delivery to the Transferor or then current owner of the Lands or Future Lot in default or by delivery to an adult person upon the Lands or Future Lot in questions 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 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.

9. Further Rights of Transferee

Notwithstanding the provisions of paragraph 8, the Transferee may, at its option, take all such other remedies in contract or otherwise that may be available to it.

10. No Duty to Inquire.

It is further agreed that notwithstanding the absolute disposition pursuant to subsection 8(b) hereof of the Lands or Future Lot 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 purchaser or purchasers, be deemed with 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.

11. Application of Funds.

The monies realized by reason of the exercise of the power of sale pursuant to subsection 8(b) hereof 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 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.

12. Debt Action.

Notwithstanding the remedies available to the Transferee in section 8 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 in question in the same manner as the yearly rent charge.

13. Transfer to Taxing Authority.

In the event that the Sewer System operated by the Transferee shall at anytime 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 Lots from the rent charge, provided that the rent charge and all arrears and interest with respect to the Lands or Future Lot is paid in full to the date of release.

14. Priority.

The Transferor shall 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.

15. Enurement.

It is hereby agreed that these present 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. 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 Lots in question will nevertheless be and remain charged herewith.

17. No Waiver.

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

18. Governing Law.

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

19. Act Reasonably.

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

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 party wherever the context so requires or allows.

TO EVIDENCE THEIR AGREEMENT, each of the parties has executed this Agreement on the date set out above by executing the Form C and D forming part of this Agreement.

**CONSENT AND PRIORITY AGREEMENT**

WHEREAS **977230 ALBERTA LTD.**, (the “Chargeholder”) is the holder of Mortgages, Assignment of Rents and Right of First Refusal (collectively called the “Financial Charges”) encumbering the lands (the “Lands”) described in item 2 of the Land Title Act Form C attached hereto, which were registered in Land Title Office under numbers LB62234 transferred to CA2375180, LB62235 transferred to CA2375181, LB107283 transferred to CA2375156 and LB139618 transferred to CA2375157

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREES TO THE CHARGEHOLDER:

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

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



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

## EXHIBIT L

### 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:

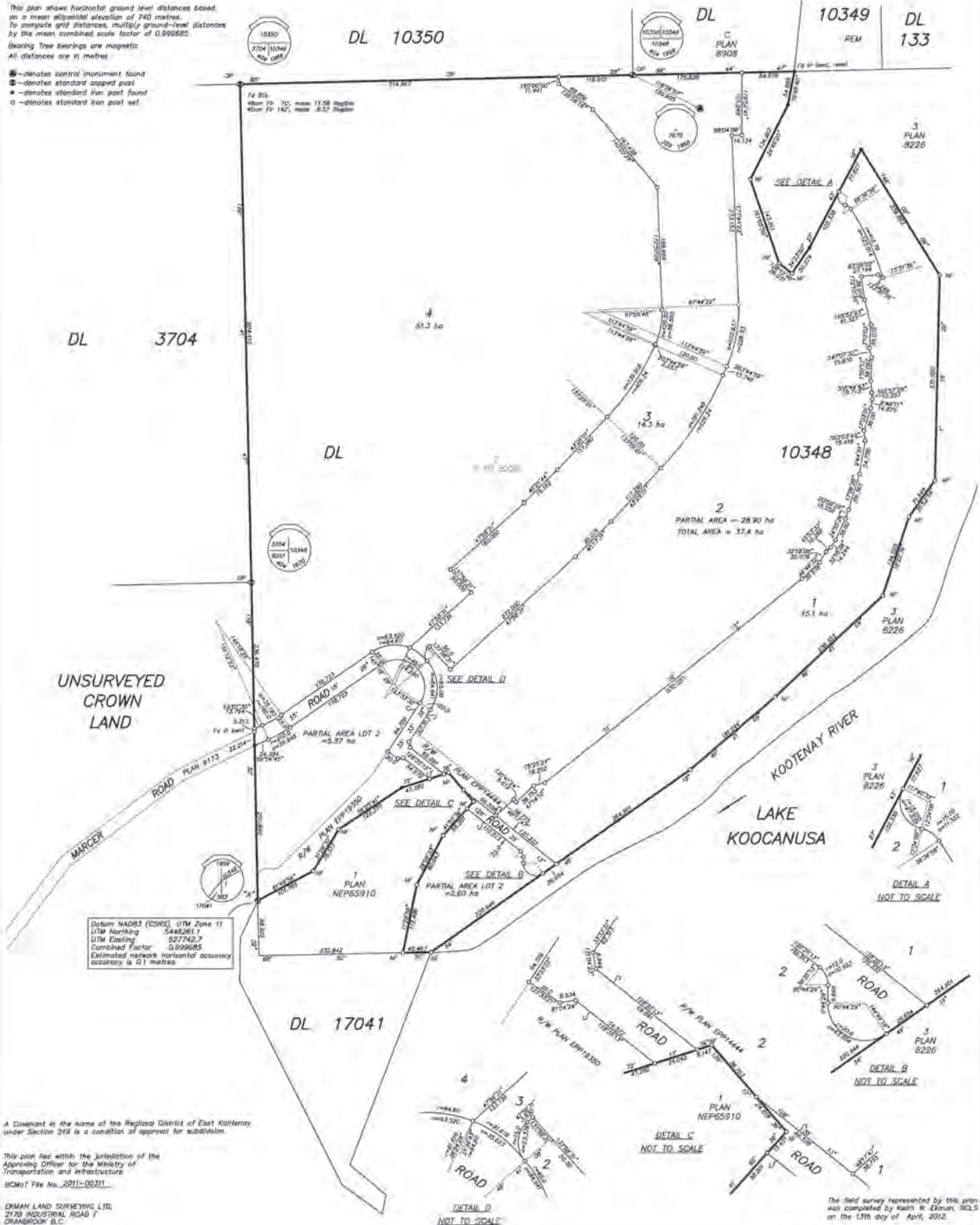
Grid bearings are derived from differential carrier phase GPS observations and are referred to the control meridian of Zone 11. To obtain local astronomic bearings referred to the meridian through point "A" add 119°35'.

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

This plan shows horizontal ground level distances based on a mean ellipsoidal elevation of 740 metres. To compute grid distances, multiply ground-level distances by the mean combined scale factor of 0.9998825.

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



A Covenant in the name of the Regional District of East Kootenay under Section 249 is a condition of approval for subdivision.

This plan has within the jurisdiction of the Approving Officer for the Ministry of Transportation and Infrastructure.

HCMA File No. 2011-00311

OKMAN LAND SURVEYING LTD.  
2170 INDUSTRIAL ROAD 1  
CHANDRIGOW B.C.  
V1C 6H4  
250-656-5822  
FILE: 20832-1

The field survey represented by this plan was completed by Keith K. Ekman, B.C.S. on the 13th day of April, 2012.

This plan lies within the East Kootenay Regional District.

20832-1





## KAMLOOPS LAND TITLE OFFICE

Jul-20-2020 09:00:13.003

EXHIBIT M

EPP101154

SURVEY PLAN CERTIFICATION  
PROVINCE OF BRITISH COLUMBIA

0582

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a British Columbia land surveyor and a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250. By electronically signing this document, you are also electronically signing the attached plan under section 168.3 of the act.

Keith Ekman  
EP1Q6S

Digitally signed by  
Keith Ekman EP1Q6S  
Date: 2020.05.29  
10:48:27 -06'00'

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

Keith W. Ekman

McElhanney Associates Land Surveying Ltd.

1800 Willowbrook Drive

Cranbrook

BC V1C 7H9

File:2442-20597-00-07

Phone 250-489-3013

email kekman@mcelhanny.com

☐ Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: **159-077-0907**Plan Number: **EPP101154**This original plan number assignment was done under Commission #: **582**LTO Document Reference: **CA8309516**

3. CERTIFICATION:

☒ Form 9☐ Explanatory Plan☐ Form 9A

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

The field survey was completed on: 2020 March 24 (YYYY/Month/DD) The checklist was filed under ECR#:

The plan was completed and checked on: 2020 May 22 (YYYY/Month/DD) **235462**

☒ None ☐ Strata Form S☒ None ☐ Strata Form U1 ☐ Strata Form U1/U2Arterial Highway ☐Remainder Parcel (Airspace) ☐4. ALTERATION: ☐





## KAMLOOPS LAND TITLE OFFICE

Jan-24-2013 16:42:07.002

EPS832

SURVEY PLAN CERTIFICATION  
PROVINCE OF BRITISH COLUMBIA

0582

PAGE 1 OF 5 PAGES

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

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

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

**Keith Ekman**  
**MLUD11**

Digitally signed by Keith Ekman  
MLUD11  
DN: c=CA, cn=Keith Ekman MLUD11,  
o=BC Land Surveyor, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=MLUD11  
Date: 2012.12.17 17:26:01 -07'00'

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

Keith W. Ekman

Ekman Land Surveying Ltd.

217B Industrial Road F

Cranbrook

BC V1C 6N4

File:20832-11

Phone 250-426-3822

email keith@ekman.ca

☐ Surveyor General Certification

## 2. PLAN IDENTIFICATION:

Control Number: **135-579-0361**Plan Number: **EPS832**This original plan number assignment was done under Commission #: **582**LTO Document Reference: **CA2967125**

## 3. CERTIFICATION:

☒ Form 9☐ Explanatory Plan☐ Form 9A

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

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

The plan was completed and checked on: 2012 December 17 (YYYY/Month/DD) **144256**☒ None ☐ Strata Form S☒ None ☐ Strata Form U1 ☐ Strata Form U1/U2Arterial Highway ☐4. ALTERATION: ☐

SHEET 1 OF 4 SHEETS  
STRATA PLAN EPS832  
PHASE 1

*This plan lies within the East Kootenay Regional District.*

PHASED BARE LAND STRATA PLAN OF  
LOT 3 DISTRICT LOT 10348 KOOTENAY DISTRICT PLAN EPP14443  
EAST KOOTENAY ASSESSMENT DISTRICT  
BCGS 82G.014

SHEET 2 OF 4 SHEETS  
STRATA PLAN EPS832  
PHASE 1

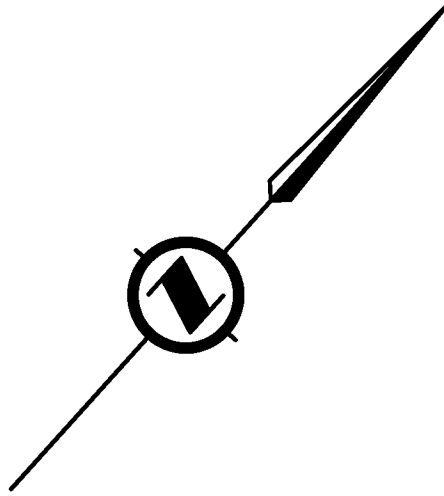


The intended plot size of this plan is  
864mm in width by 560mm in height (D size)  
when plotted at a scale of 1:750

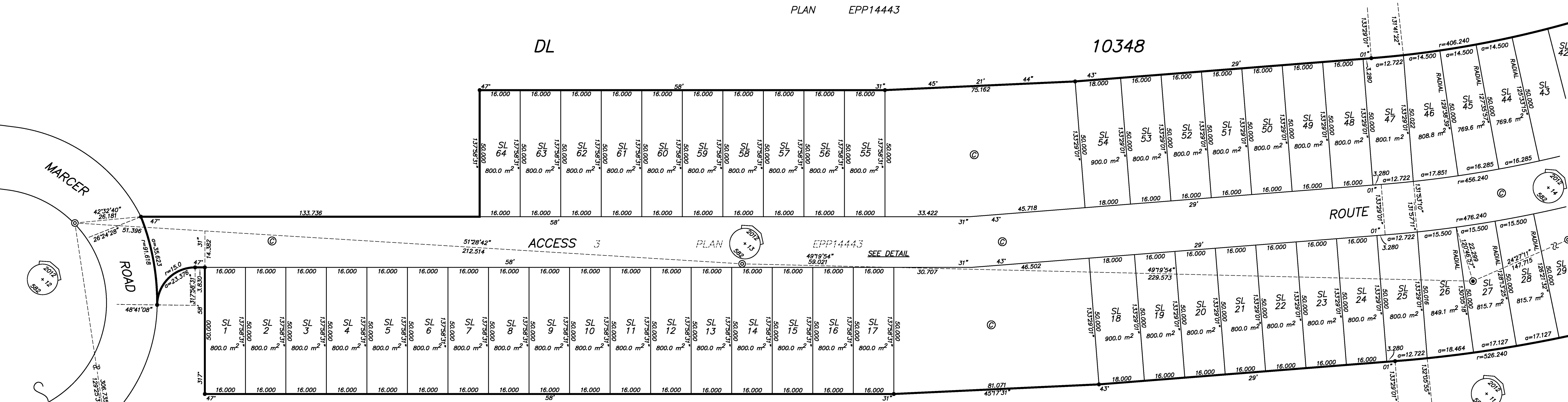
LEGEND:

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

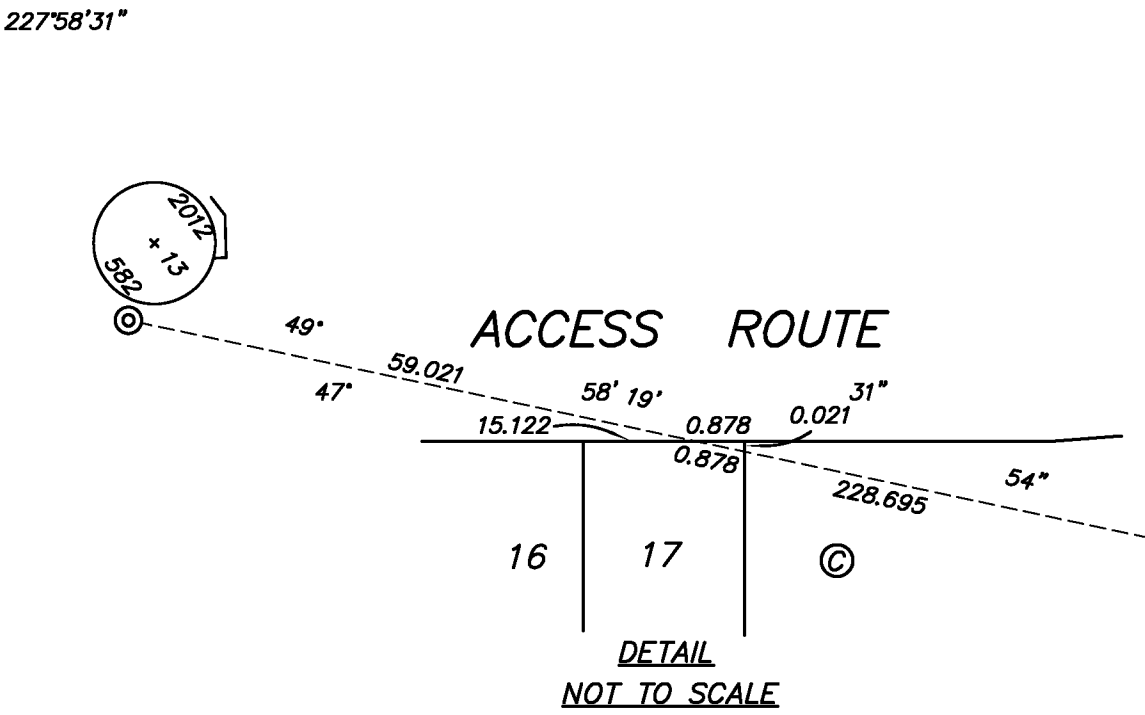
- ⊙—denotes standard concrete post found
- denotes standard iron post found
- ⊙—denotes standard concrete post set
- SL—denotes strata lot
- ⊙—denotes common property



4  
PLAN EPP14443



2  
PLAN EPP14443



This plan lies within the jurisdiction of the  
Approving Officer for the Ministry of  
Transportation and Infrastructure  
BCMoTI File No. 2011-01915

EKMAN LAND SURVEYING LTD.  
217B INDUSTRIAL ROAD F  
CRANBROOK B.C.  
VIC. 6N4  
250-426-3822  
FILE: 20832-11

Modified monumentation has been approved for this survey.

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

This plan lies within the East Kootenay Regional District.

20832-11\_SHT2



SHEET 3 OF 4 SHEETS

**STRATA PLAN EPS832**

**PHASE 1**

*SL*—denotes strata lot  
 ©—denotes common property

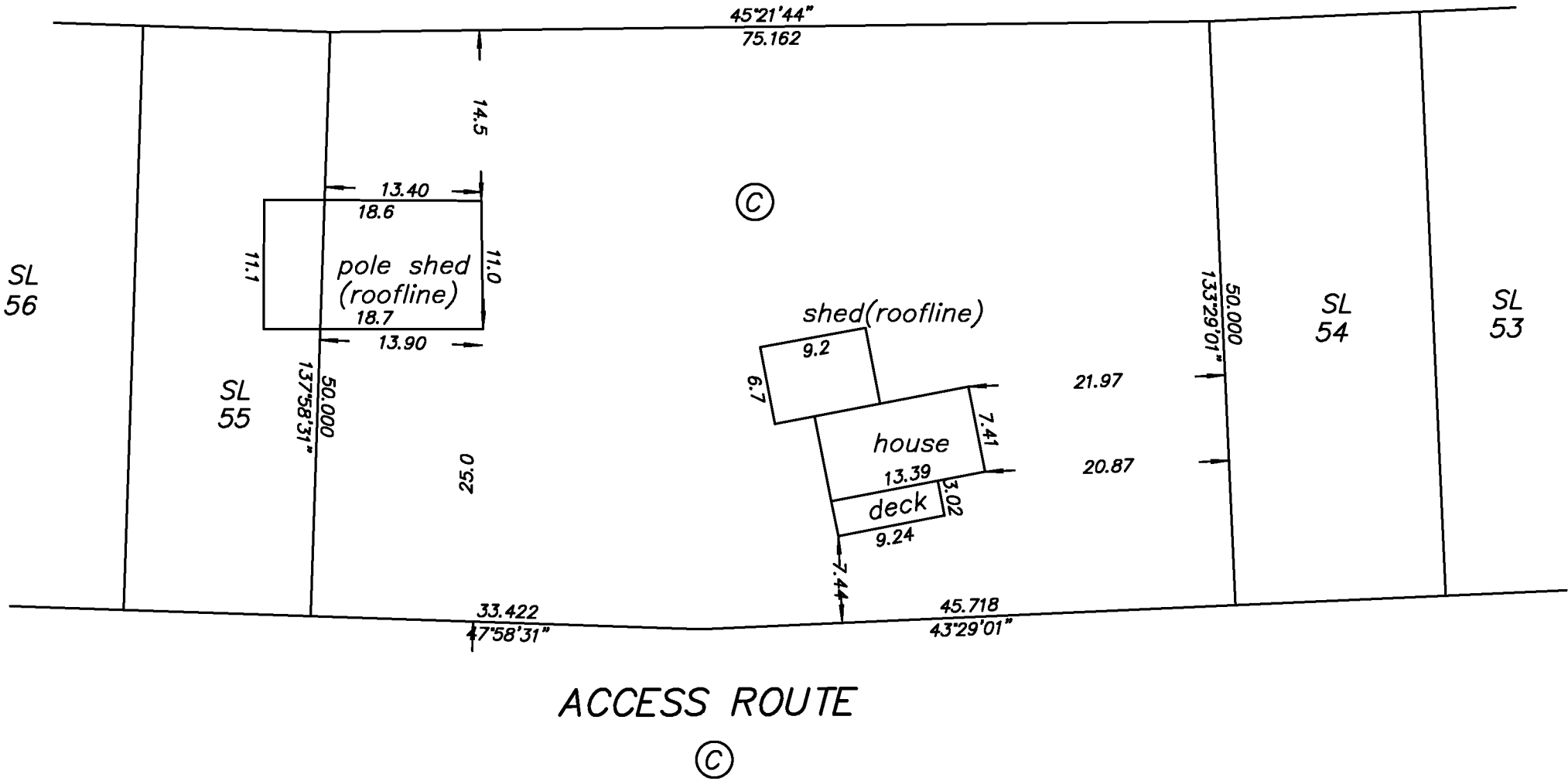


BUILDINGS ON THE COMMON PROPERTY

SHEET 4 OF 4 SHEETS  
STRATA PLAN EPS832  
PHASE 1



The intended plot size of this plan is  
280mm in width by 216mm in height (B size)  
when plotted at a scale of 1:500



EKMAN LAND SURVEYING LTD.  
217B INDUSTRIAL ROAD F  
CRANBROOK B.C.  
V1C 6N4  
250-426-3822  
FILE: 20832-11

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

This plan lies within the East Kootenay Regional District.

20832-11\_SHT4



POSTING PLAN OF PHASED BARE LAND STRATA PLAN OF  
LOT 3 DISTRICT LOT 10348 KOOTENAY DISTRICT PLAN EPP14443  
PURSUANT TO SECTION 69 OF THE LAND TITLE ACT

BCGS 82G.014

SHEET 1 OF 2 SHEETS  
STRATA PLAN EPS832  
PHASE 1

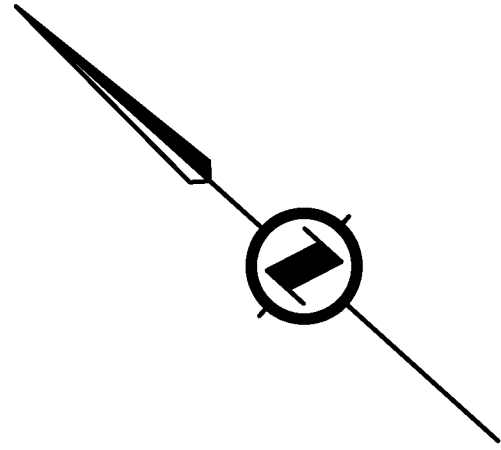


The intended plot size of this plan is 864mm in width by 560mm in height (D size) when plotted at a scale of 1:750

LEGEND:

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

- ⊙—denotes standard concrete post found
- denotes standard iron post found
- denotes standard iron post placed
- SL—denotes strata lot
- ⊙—denotes common property

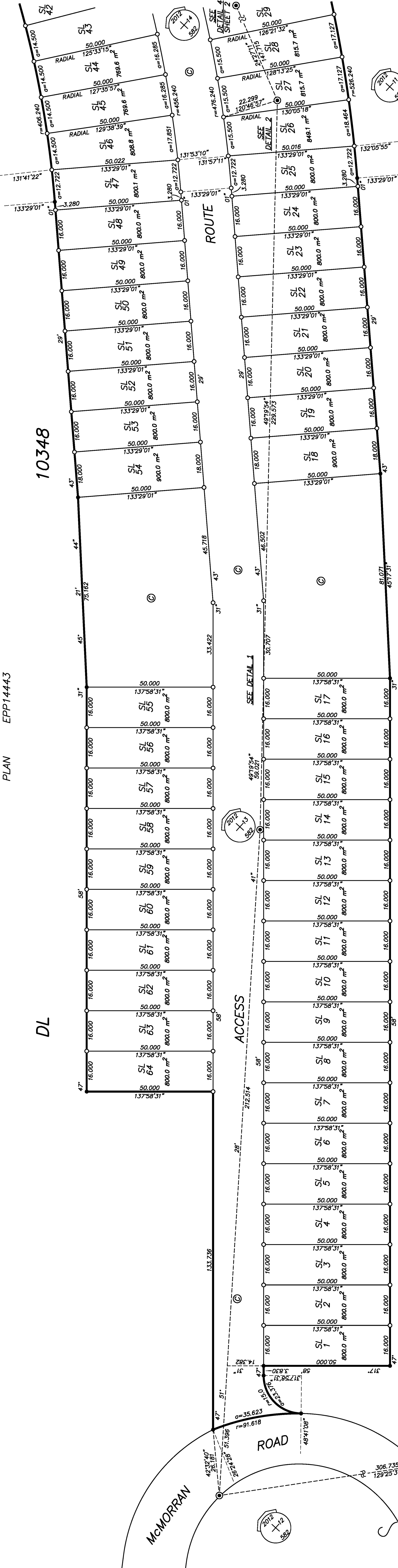


4

PLAN EPP14443

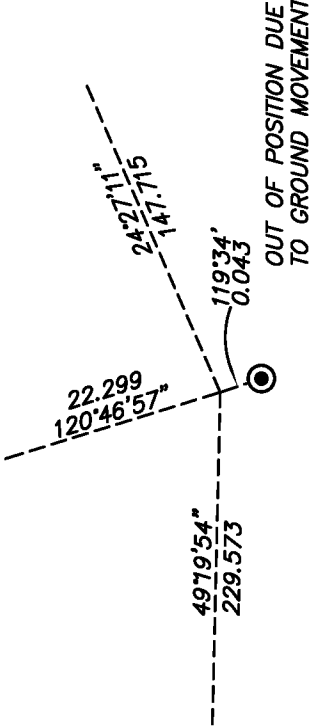
DL

10348

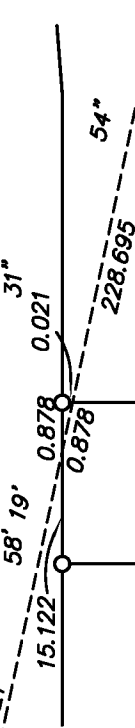


2

PLAN EPP14443



ACCESS ROUTE



This is the posting plan required under order number 10500—30—1105.

The field survey represented by this plan was completed by Keith W. Ekman, BCLS 582 on the 20th day of November, 2014.

This plan lies within the East Kootenay Regional District.

EKMAN LAND SURVEYING L.TD.  
PO Box 135  
Fort Steele, BC  
V0C 1W0  
250-426-3822  
FILE: 200832-11-Posting-Sht1

POSTING PLAN OF PHASED BARE LAND STRATA PLAN OF  
LOT 3 DISTRICT LOT 10348 KOOTENAY DISTRICT PLAN EPP14443  
PURSUANT TO SECTION 69 LAND TITLE ACT

BCGS 82G.014

**SHEET 2 OF 2 SHEETS**

STRATA PLAN EPS832  
PHASE 1



The intended plot size of this plan is 864mm in width by 560mm in height (D size) when plotted at a scale of 1:750

**LEGEND:**

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

- ⊙—denotes standard concrete post found
- denotes standard iron post found
- denotes standard iron post set
- SL—denotes strata lot
- Ⓒ—denotes common property



4  
PLAN  
EPP14443

DL

10348

REM 3  
PLAN  
EPP14443

2  
PLAN  
EPP14443

*This is the posting plan required under order number 10500-30-1105.*

*The field survey represented by this plan was completed by Keith W. Ekman, BCLS 582 on the 20th day of November, 2014.*

*This plan lies within the East Kootenay Regional District.*

RYKMAN LAND SURVEYING LTD.  
 P.O. Box 135  
 Port Steele, B.C.  
 V8B 1N0  
 604-426-3822  
 FILE: 20832-11-Posting-Sht2

Page 7 of 7



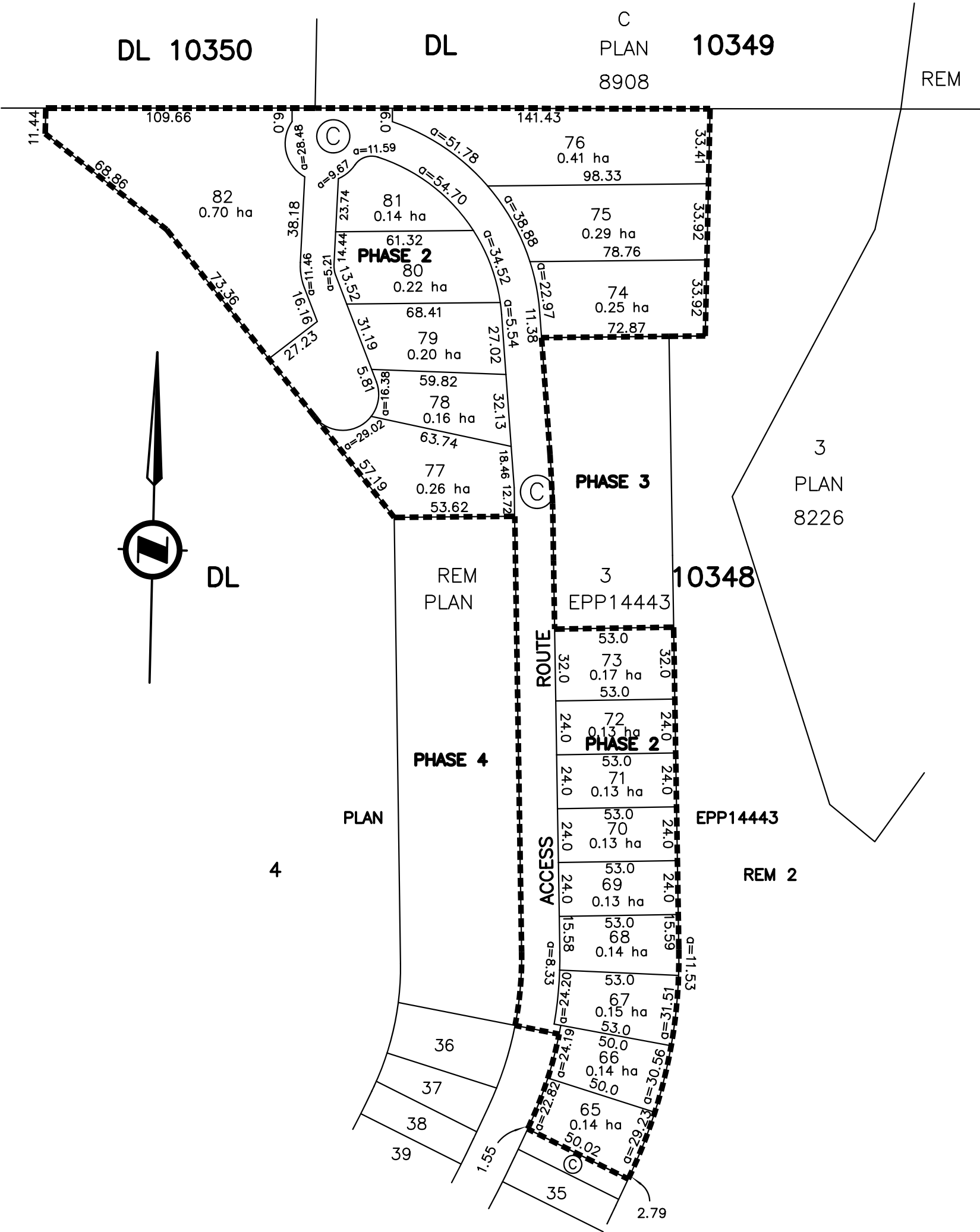
PLAN SHOWING PROPOSED PHASE 2  
STRATA PLAN EPS832 DISTRICT LOT 10348 KOOTENAY DISTRICT

SCALE 1 : 2000



ALL DISTANCES ARE IN METRES.

NOTE:  
LOT DIMENSIONS AND AREAS ARE SUBJECT TO CHANGE UPON FINAL LEGAL SURVEY





## EXHIBIT O

### Koocanusa Village Community Association

2020 Budget to Year End Dec 31,2020

Cash Balance Brought Forward \$18,966.68

| <u>Income</u>                                | <b>2020 Budget</b>        |
|--|---------------------------|
| Member Fees (\$100 per lot/Annum)            | \$15,000.00               |
| Grants                                       | \$2,400.00                |
| Interest Income                              | <u>\$275.00</u>           |
| <b><u>Total Income</u></b>                   | <b><u>\$17,675.00</u></b> |
| <b><u>Expenses</u></b>                       |                           |
| <b><u>Events</u></b>                         |                           |
| Events - Donation Golf Tournament            | \$200.00                  |
| Events Fireworks                             | <u>\$1,620.40</u>         |
| <b><u>Events Total</u></b>                   | <b><u>\$1,820.40</u></b>  |
| <b><u>Fire and Safety</u></b>                |                           |
| First Aid Equipment (Note A)                 | \$916.81                  |
| Fire Equipment ( Note A)                     | \$5,512.32                |
| Truck Insurance and Registration             | \$1,100.00                |
| Inspection, Service Parts Fuel               | \$350.00                  |
| <b><u>Total FireDept</u></b>                 | <b><u>\$7,879.13</u></b>  |
| <b><u>General</u></b>                        |                           |
| Legal Fees                                   | \$500.00                  |
| Insurance(D&O,Comercial,Liability)           | \$5,402.25                |
| Licenses,Permits,Govt Fees,Ect               | <u>\$90.00</u>            |
| <b><u>Total General</u></b>                  | <b><u>\$5,992.25</u></b>  |
| <b><u>Grounds Maintenance and Upkeep</u></b> |                           |
| Septic Service                               | \$1,034.73                |
| Equipment Upkeep                             | <u>\$200.00</u>           |
| <b><u>Total Grounds Maint and Upkeep</u></b> | <b><u>\$1,234.73</u></b>  |
| <b><u>Community Initiatives</u></b>          |                           |
| Community Initiatives (Fire Trailer Upgrade) | \$2,555.81                |
| Prepurchase Logo Clothing                    | <u>\$0.00</u>             |
| <b><u>Total Community Initiatives</u></b>    | <b><u>\$2,555.81</u></b>  |
| <b><u>Office Expenses</u></b>                |                           |
| Bank Service Charges                         | \$175.00                  |
| Website Upkeep                               | \$0.00                    |
| Computer SW/Accounting Services              | \$0.00                    |
| Supplies: Cheques, paper, ink, etc           | \$100.00                  |
| Accountant Review                            | \$1,500.00                |
| <b><u>Total Office Expenses</u></b>          | <b><u>\$1,775.00</u></b>  |
| <b><u>Total Budgeted Expenses</u></b>        | <b><u>\$14,828.19</u></b> |
| Surplus ( Carried over to 2021)              | \$2,846.81                |

Note A: In May 2020 the board informed membership of plans to purchase additional first aid & fire fighting equipment. A 14 day member consultation period allowed feedback from membership before the decision was made, in line with the boards "Unbudgeted Material Expense" Policy

# EXHIBIT O

## Koocanusa Village Communiy Association 2020 Budget to Year End Dec 31,2020

Cash Balance Brought Forward \$18,966.68

| <u>Income</u>                                 | 2020 Budget               | 2020 Jan to Sept          | 2020 Oct-Dec             | 2019 Actuals              |
|---|---------------------------|---------------------------|--------------------------|---------------------------|
| Member Fees                                   | \$15,000.00               | \$14,984.00               | \$0.00                   |                           |
| Grants  | \$2,400.00                | \$2,400.00                | \$0.00                   |                           |
| Interest Income                               | <u>\$275.00</u>           | <u>\$239.52</u>           | <u>\$35.48</u>           |                           |
| <b>Total Income</b>                           | <b><u>\$17,675.00</u></b> | <b><u>\$17,623.52</u></b> | <b><u>\$35.48</u></b>    |                           |
| <u>Expenses</u>                               |                           |                           |                          |                           |
| <b>Events</b>                                 |                           |                           |                          |                           |
| Events - Donation Golf Tournament             | \$200.00                  | \$200.00                  | \$0.00                   |                           |
| Events Fireworks                              | <u>\$1,620.40</u>         | <u>\$1,620.40</u>         | <u>\$0.00</u>            |                           |
| <b>Events Total</b>                           | <b><u>\$1,820.40</u></b>  | <b><u>\$1,820.40</u></b>  | <b><u>\$0.00</u></b>     | <b>\$3,159.95</b>         |
| <b>Fire and Safety</b>                        |                           |                           |                          |                           |
| FA Equipment (Note A)                         | \$916.81                  | \$916.81                  | \$0.00                   |                           |
| Equipment ( Note A)                           | \$5,512.32                | \$5,512.32                | \$0.00                   |                           |
| Truck Insurance and Registration              | \$1,100.00                | \$0.00                    | \$1,100.00               |                           |
| Inspection, Service Parts Fuel                | \$350.00                  | \$0.00                    | \$350.00                 |                           |
| <b>Total FireDept</b>                         | <b><u>\$7,879.13</u></b>  | <b><u>\$6,429.13</u></b>  | <b><u>\$1,450.00</u></b> | <b>\$1,431.60</b>         |
| <b>General</b>                                |                           |                           |                          |                           |
| Legal Fees                                    | \$500.00                  | \$327.60                  | \$172.40                 |                           |
| Insurance(D&O,Comercial,Liability)            | \$5,402.25                | \$4,051.71                | \$1,350.54               |                           |
| Licenses,Permits,Govt Fees,Ect                | <u>\$90.00</u>            | <u>\$0.00</u>             | <u>\$90.00</u>           |                           |
| <b>Total General</b>                          | <b><u>\$5,992.25</u></b>  | <b><u>\$4,379.31</u></b>  | <b><u>\$1,612.94</u></b> | <b>\$4,992.18</b>         |
| <b>Grounds Maintenance and Upkeep</b>         |                           |                           |                          |                           |
| Septic Service                                | \$1,034.73                | \$1,034.73                | \$0.00                   |                           |
| Equipment Upkeep                              | <u>\$200.00</u>           | <u>\$0.00</u>             | <u>\$200.00</u>          |                           |
| <b>Total Grounds Maint and Upkeep</b>         | <b><u>\$1,234.73</u></b>  | <b><u>\$1,034.73</u></b>  | <b><u>\$200.00</u></b>   | <b>\$315.00</b>           |
| <b>Community Initiatives</b>                  |                           |                           |                          |                           |
| Community Initiatives (Fire Trailer Upgrades) | \$2,555.81                | \$0.00                    | \$2,555.81               |                           |
| Prepurchase Logo Clothing                     | <u>\$0.00</u>             | <u>\$0.00</u>             | <u>\$0.00</u>            |                           |
| <b>Total Community Initiatives</b>            | <b><u>\$2,555.81</u></b>  | <b><u>\$0.00</u></b>      | <b><u>\$2,555.81</u></b> | <b>\$1,370.98</b>         |
| <b>Office Expenses</b>                        |                           |                           |                          |                           |
| Bank Service Changes                          | \$175.00                  | \$156.25                  | \$18.75                  |                           |
| Website Upkeep                                | \$0.00                    | \$0.00                    | \$0.00                   |                           |
| Computer SW/Accounting Services               | \$0.00                    | \$0.00                    | \$0.00                   |                           |
| Supplies: Cheques, paper, ink, etc            | \$100.00                  | \$11.36                   | \$0.00                   |                           |
| Accountant Review                             | <u>\$1,500.00</u>         | <u>\$0.00</u>             | <u>\$1,500.00</u>        |                           |
| <b>Total Office Expenses</b>                  | <b><u>\$1,775.00</u></b>  | <b><u>\$167.61</u></b>    | <b><u>\$1,518.75</u></b> | <b>\$247.54</b>           |
| <b>Total Budgeted Expenses</b>                | <b><u>\$14,828.19</u></b> | <b><u>\$13,831.18</u></b> | <b><u>\$7,337.50</u></b> | <b><u>\$11,517.25</u></b> |
| Surplus ( Carried over to 2021)               | \$2,846.81                |                           |                          |                           |

Note A: In May 2020 the board informed membership of plans to purchase additional first aid & fire fighting equipment. A 14 day member consultation period allowed feedback from membership before the decision was made, in line with the boards"Unbudgeted Material Expense" Policy





# EXHIBIT P

## TERMS OF INSTRUMENT - PART 2

---

### IRRIGATION COVENANT (SECTION 219 LAND TITLE ACT)

#### BETWEEN:

**KV PROPERTIES INC.**  
(Inc. No. BC1169034)  
1873, 1361 7<sup>th</sup> 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 Koocanusa, 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 P

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 P

### 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 P

## 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 Q**

Status: Registered

Doc #: CA2967197

RCVD: 2013-01-24 RQST: 2018-07-04 09.04.10

FORM\_C\_V18 (Charge)

**KAMLOOPS LAND TITLE OFFICE**

Jan-24-2013 16:42:07.011

**DECLARATION(S) ATTACHED  
CA2967197 CA2967198****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.

**Kerri-Anne  
Thomas  
F2VNJG**

Digitally signed by Kerri-Anne Thomas  
F2VNJG  
DN: c=CA, ou=Kerri-Anne Thomas  
F2VNJG, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=F2VNJG  
Date: 2013.01.24 16:51:40 -07'00'

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: \$145.00****Deduct LTSA Fees? Yes ☒**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR STRATA LOTS 58, 59 AND 60 DISTRICT LOT 10348, KOOTENAY DISTRICT  
PLAN EPS832**

STC? YES

Related Plan Number: **EPS832**

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):

**MARCER RANCHING LTD., INC. NO. 87000**

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

**SEE SCHEDULE**

7. ADDITIONAL OR MODIFIED TERMS:

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-Ann Thomas****Barrister & Solicitor****PO Box 2400****Invermere, BC, V0A 1K0****Execution Date**

| Y  | M  | D  |
|----|----|----|
| 13 | 01 | 24 |

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 Q**

Status: Registered

Doc #: CA2967197

RCVD: 2013-01-24 RQST: 2018-07-04 09.04.10

FORM\_D1\_V18

**LAND TITLE ACT  
FORM D****EXECUTIONS CONTINUED**

PAGE 2 of 8 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
Melissa Wiekenkamp

Commissioner for Taking Affidavits in BC

129 - 10th Avenue  
Cranbrook, BC, V1C 2N1

Y M D

13 01 11

This is an instrument required by the  
Approving Officer for subdivision of Lot  
3 DL 10348, KD Plan EPP14443  
creating the condition or covenant  
entered into under s. 219 of the Land  
Title Act.

Her Majesty the Queen in Right of the  
Province of BC represented by the  
Minister of Transportation

\_\_\_\_\_  
Approving Officer

Leslie Elder

Printed Name of Approving Officer

\_\_\_\_\_  
Kerri-Anne Thomas

Barrister &amp; Solicitor

PO Box 2400  
Invermere, BC, V0A 1K0

13 01 24

977230 Alberta Ltd., by its authorized  
signatory:

\_\_\_\_\_  
Dennis Hockett**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 Q**

Status: Registered

Doc #: CA2967197

RCVD: 2013-01-24 RQST: 2018-07-04 09.04.10

FORM\_E\_V18

**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 3 OF 8 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

over part on plan EPP27036

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

Granting the Covenant herein priority over  
Mortgage LB62234 transferred to CA2375181,  
Assignment of Rents LB62235 transferred to  
CA2375181, Right of First Refusal LB107283  
transferred to CA2375156 and Mortgage LB139618  
transferred to CA2375157

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



# EXHIBIT Q

Status: Registered

Doc #: CA2967197

RCVD: 2013-01-24 RQST: 2018-07-04 09.04.10

FORM\_E\_V18

## LAND TITLE ACT FORM E

### SCHEDULE

PAGE 4 OF 8 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

#### 6. Transferee(s)

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTER OF TRANSPORTATION, Parliament Buildings, Victoria, British Columbia, V3V 1X6 and REGIONAL DISTRICT OF EAST KOOTENAY, 19 - 24th Avenue South, Cranbrook, British Columbia V1C 3H8

**TERMS OF INSTRUMENT - PART TWO  
COVENANT**

WHEREAS the Transferor is the registered owner in fee simple of lands described in paragraph 2 of page 1 of this Instrument (the "Lands")

AND WHEREAS a Covenant under Section 219 of the Land Title Act is required as a condition of the consent to approval of the subdivision of the Lands by the Minister of Transportation and Infrastructure, under Section 99 of the Land Title Act.

AND WHEREAS Section 219 of the Land Title Act provides that there may be registered as a charge against the title to any land a covenant in favour of the Transferees in respect to the use of land or the use of a building on or to be erected on land.

AND WHEREAS the Transferor is aware of and, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential natural geotechnical hazard within portions of the Lands.

NOW THEREFORE THIS 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 Transferees to the Transferors, the receipt of which is hereby acknowledged:

1. The Transferor, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby covenant and agree with each of the Transferees, as a covenant in favour of the Transferees, pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Transferors that the provisions hereof be annexed to and run with and be a charge upon the Lands, that from and after the date hereof, the Transferor shall not construct, reconstruct, move, extend or located or permit to be constructed, reconstructed, moved, extended or located any improvements of any kind including any building, mobile home or unit, modular home or structure within that portion of the Lands (hereinafter called the "Covenant Area") shown within bold outline on Explanatory Plan of Covenant Plan EPP27036 and further shall not disturb the Covenant Area in any fashion including by disturbing soil or cutting or disturbing any vegetation, nor depositing on the Covenant Area, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Covenant Area nor by removing or displacing any soil or matter of any kind from the Covenant Area.
2. The Transferor, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledge that the Transferees do not represent to the Transferor, nor to any other person that any building, modular home, mobile

home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands will not be damaged and the Transferor, on behalf of itself and its heirs, executors, administrators, successors and the assigns, with full knowledge of the potential natural geotechnical hazard and in consideration of the approvals given by the Transferees hereby:

- a) indemnifies and saves harmless the Transferees and their employees, servants, or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferees or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Transferees, their heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by natural geotechnical hazard or some such similar cause; and
  - b) remises, releases and forever discharges the Transferees and their employees, servants or agents from all manner of action, cause of action, suits, debts, accounts, covenants, contracts, claims and demands which the Transferors or any its administrators, successors and assigns may have against the Transferees and their employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands, caused by natural geotechnical hazard and danger or some such similar cause.
3. Subject to the provisions of Section 219 of the Land Title Act, the Transferor's covenants contained in this Agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Transferor, its administrators, successors and assigns and the Transferees and their assigns.
  4. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Transferees in relation to the Transferor, including its administrators, successors and assigns or the Lands 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 Transferees as if had not been made by the parties.

5. The Transferors will do or cause to be done at their expense all acts reasonably necessary for the Transferees to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Transferees and those specifically approved in writing by the Transferees.
6. The parties agree that this Agreement shall not be modified or discharged except in accordance within the provisions of Section 219(5) of the Land Title Act.
7. The Transferors shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
8.
  - a) By the registration of this Covenant on title to the Lands, the Transferors shall effectively have given notice of this Agreement to any person to whom they propose to dispose of the Lands, which notice shall be received by that person prior to such disposition.
  - b) For the purposes of this paragraph the word “dispose” shall have the meaning given to it under Section 29 of the Interpretation Act.
9. 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.
10. 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.
11. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
12. Where there is a reference to an enactment of the Province of British Columbia, in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

Page 7 of 7

13. Every reference to the Minister of Transportation and Infrastructure, in this Agreement shall include the Minister of Transportation and Infrastructure, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

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

**LAND TITLE ACT  
FORM DECLARATION**Related Document Number: **CA2967197**

PAGE 1 OF 5 PAGES

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

|   |  |
|---|--|
| <b>Kerri-Anne<br/>Thomas<br/>F2VNJG</b> | Digitally signed by Kerri-Anne<br>Thomas F2VNJG                            |
|   | DN: c=CA, cn=Kerri-Anne Thomas   |
|   | F2VNJG, o=Lawyer, ou=Verify ID at  |
|   | <a href="http://www.juricert.com/LKUP.cfm?">www.juricert.com/LKUP.cfm?</a> |
|   | id=F2VNJG  |
|   | Date: 2013.02.12 14:47:41 -07'00'  |

I, Gail Corrigan declare as follows:

1. that I inadvertently omitted the name of the grantor of the priority agreement in Part 5. The description in Part 5 should be deleted and replaced with the following: MARCER RANCHING LTD., INC. NO. 87000 AND 977230 ALBERTA LTD.
2. that I made a typographical error in Part 3, additional information by referencing mortgage transfer number CA2375181. In fact the mortgage transfer number should be CA2375180.
3. that Part 3, additional information reference to "Part on Plan EPP27036" should be deleted
4. that the terms of instrument did not contain the priority agreement. Attached hereto are the corrected terms of instrument

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

Gail Corrigan

**NOTE:**

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

Fee Collected for Document: \$0.00

**TERMS OF INSTRUMENT - PART TWO  
COVENANT**

WHEREAS the Transferor is the registered owner in fee simple of lands described in paragraph 2 of page 1 of this Instrument (the "Lands")

AND WHEREAS a Covenant under Section 219 of the Land Title Act is required as a condition of the consent to approval of the subdivision of the Lands by the Minister of Transportation and Infrastructure, under Section 99 of the Land Title Act.

AND WHEREAS Section 219 of the Land Title Act provides that there may be registered as a charge against the title to any land a covenant in favour of the Transferees in respect to the use of land or the use of a building on or to be erected on land.

AND WHEREAS the Transferor is aware of and, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential natural geotechnical hazard within portions of the Lands.

NOW THEREFORE THIS 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 Transferees to the Transferors, the receipt of which is hereby acknowledged:

1. The Transferor, on behalf of itself and its heirs, executors, administrators, successors and assigns, hereby covenant and agree with each of the Transferees, as a covenant in favour of the Transferees, pursuant to Section 219 of the Land Title Act, it being the intention and agreement of the Transferors that the provisions hereof be annexed to and run with and be a charge upon the Lands, that from and after the date hereof, the Transferor shall not construct, reconstruct, move, extend or located or permit to be constructed, reconstructed, moved, extended or located any improvements of any kind including any building, mobile home or unit, modular home or structure within that portion of the Lands (hereinafter called the "Covenant Area") shown within bold outline on Explanatory Plan of Covenant Plan EPP27036 and further shall not disturb the Covenant Area in any fashion including by disturbing soil or cutting or disturbing any vegetation, nor depositing on the Covenant Area, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Covenant Area nor by removing or displacing any soil or matter of any kind from the Covenant Area.
2. The Transferor, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledge that the Transferees do not represent to the Transferor, nor to any other person that any building, modular home, mobile

home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands will not be damaged and the Transferor, on behalf of itself and its heirs, executors, administrators, successors and the assigns, with full knowledge of the potential natural geotechnical hazard and in consideration of the approvals given by the Transferees hereby:

- a) indemnifies and saves harmless the Transferees and their employees, servants, or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Transferees or any of their employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Transferees, their heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands caused by natural geotechnical hazard or some such similar cause; and
  - b) remises, releases and forever discharges the Transferees and their employees, servants or agents from all manner of action, cause of action, suits, debts, accounts, covenants, contracts, claims and demands which the Transferors or any its administrators, successors and assigns may have against the Transferees and their employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Lands, or to any building, modular home, mobile home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lands, caused by natural geotechnical hazard and danger or some such similar cause.
3. Subject to the provisions of Section 219 of the Land Title Act, the Transferor's covenants contained in this Agreement shall burden and run with the Lands and shall enure to the benefit and be binding upon the Transferor, its administrators, successors and assigns and the Transferees and their assigns.
  4. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Transferees in relation to the Transferor, including its administrators, successors and assigns or the Lands 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 Transferees as if had not been made by the parties.



5. The Transferors will do or cause to be done at their expense all acts reasonably necessary for the Transferees to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Transferees and those specifically approved in writing by the Transferees.
6. The parties agree that this Agreement shall not be modified or discharged except in accordance within the provisions of Section 219(5) of the Land Title Act.
7. The Transferors shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
8.
  - a) By the registration of this Covenant on title to the Lands, the Transferors shall effectively have given notice of this Agreement to any person to whom they propose to dispose of the Lands, which notice shall be received by that person prior to such disposition.
  - b) For the purposes of this paragraph the word “dispose” shall have the meaning given to it under Section 29 of the Interpretation Act.
9. 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.
10. 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.
11. This Agreement shall be interpreted according to the laws of the Province of British Columbia.
12. Where there is a reference to an enactment of the Province of British Columbia, in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

13. Every reference to the Minister of Transportation and Infrastructure, in this Agreement shall include the Minister of Transportation and Infrastructure, the Deputy Minister of Transportation and Infrastructure and any person designated by either of them to act for or on their respective behalf with respect to any of the provisions of this Agreement.

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

### CONSENT AND PRIORITY AGREEMENT

WHEREAS **977230 ALBERTA LTD.**, (the "Chargeholder") is the holder of Mortgages, Assignment of Rents and Right of First Refusal (collectively called the "Financial Charges") encumbering the lands (the "Lands") described in item 2 of the Land Title Act Form C attached hereto, which were registered in Land Title Office under numbers LB62234 transferred to CA2375180, LB62235 transferred to CA2375181, LB107283 transferred to CA2375156 and LB139618 transferred to CA2375157

THEREFORE THIS CONSENT AND PRIORITY AGREEMENT IS EVIDENCE THAT IN CONSIDERATION OF \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY THE TRANSFEREES TO THE CHARGEHOLDER:

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

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

EXPLANATORY PLAN OF COVENANT ON  
STRATA LOTS 58, 59 AND 60 DISTRICT LOT 10348 KOOTENAY DISTRICT  
STRATA PLAN EPS832

PLAN EPP27036

PURSUANT TO SECTION 99(1)(e)  
LAND TITLE ACT

BCGS 82G.014



The intended plot size of this plan is  
432 mm in width by 280 mm in height  
(B size) when plotted at a scale of 1:500

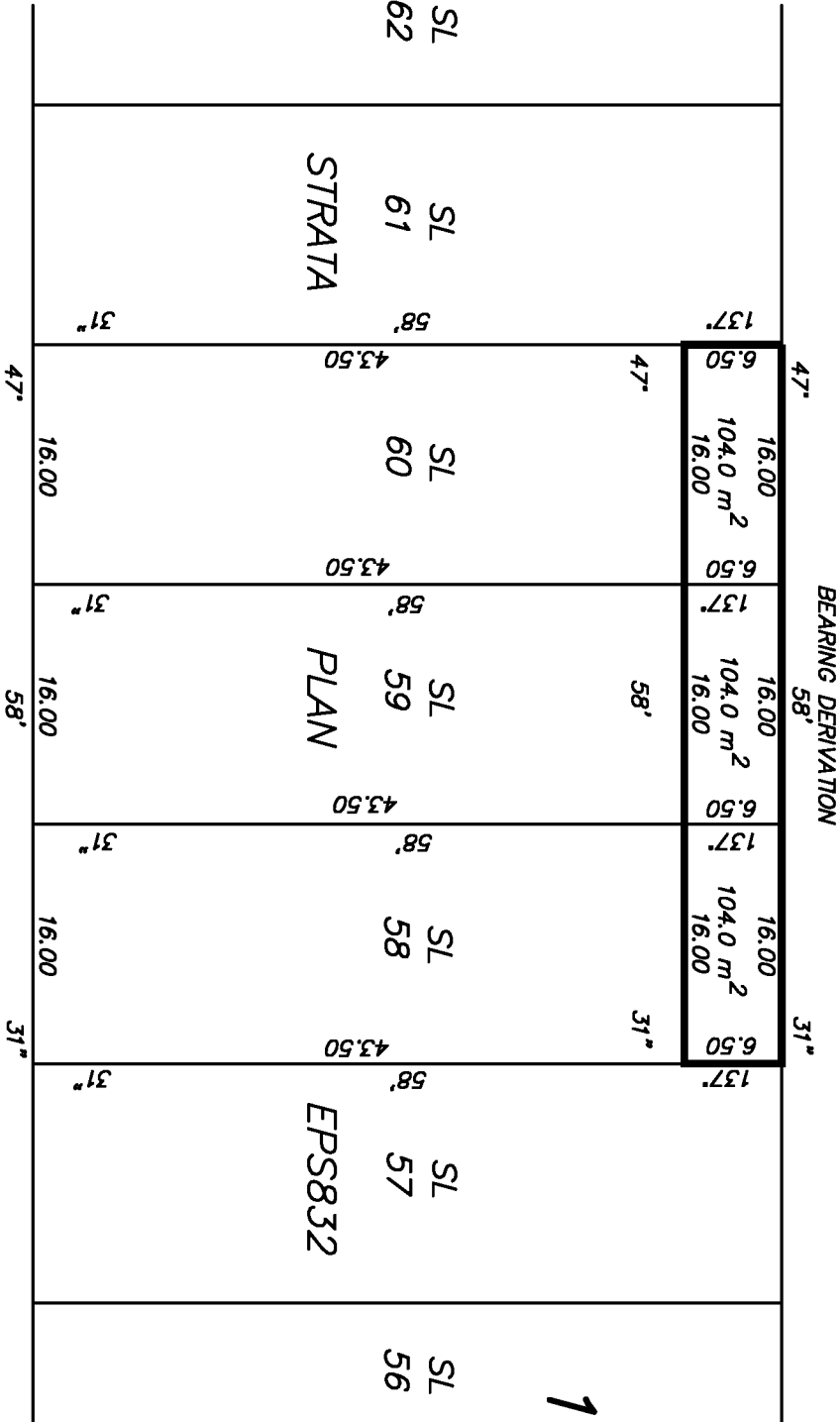
PLAN EPP14443

LEGEND:

Grid Bearings are derived from Strata Plan EPS832  
All distances are in metres

DL

| BOOK OF REFERENCE                         |                      |
|---|----------------------|
| DESCRIPTION                               | AREA                 |
| STRATA LOT 58 DL 10348 STRATA PLAN EPS832 | 104.0 m <sup>2</sup> |
| STRATA LOT 59 DL 10348 STRATA PLAN EPS832 | 104.0 m <sup>2</sup> |
| STRATA LOT 60 DL 10348 STRATA PLAN EPS832 | 104.0 m <sup>2</sup> |



10348

EKMAN LAND SURVEYING LTD.  
217B INDUSTRIAL ROAD F  
CRANBROOK B.C.  
VIC 6N4  
250-426-3822  
FILE: 20832-12

COMMON PROPERTY

This plan is based on the following  
Land Title and Survey Authority of BC records:  
Plan EPP14443, Strata Plan EPS832

Keith W. Ekman BCLS

This plan lies within the East Kootenay Regional District.



## EXHIBIT R

KV PROPERTIES INC.

KOOCANUSE VILLAGE – LAKEVIEW TERRACE  
CONTRIBUTION AGREEMENT FOR COMMON FACILITIES

THIS AGREEMENT made as of the Effective Date.

**BETWEEN:**

KV PROPERTIES INC. (Inc. No. BC1169034), with an address at 1873, 1361 - 7th Avenue, Fernie,  
BC V0B 1M0

(the "Developer")

**AND:**

THE OWNERS, STRATA PLAN EPS832, with an address C/O Leffler Law Office, 1361 – 7<sup>th</sup> Avenue,  
Fernie BC, V0B 1M0

(the "Strata Corporation")

**WHEREAS:**

- A. The Developer is the owner-developer of certain bare land strata lots in Phase 1 of Strata Plan EPS832 (the "Strata Plan") registered under CA2967125 on January 24, 2013 and the owner of the parent parcel of land intended to form Phase 2 of the Strata Plan.
- B. The Developer desires to amend the Form P – Phased Strata Plan Declaration registered under CA2967189 (the "Form P") in order to reduce the number of strata lots approved for development in Phase 2 of the Strata Plan.
- C. In accordance with the Form P, each strata lot in the Strata Plan has a unit entitlement of one (1).
- D. If the Developer amends the Form P to reduce the number of strata lots in Phase 2 of the Strata Plan, the total unit entitlement for Phase 2 (and the development as a whole) will be reduced accordingly.
- E. If the total unit entitlement for Phase 2 is reduced, there will be fewer owners in the Strata Plan to contribute to the repair and maintenance of the Common Property in the Strata Plan.
- F. The Developer has contributed substantial cash and goodwill to the benefit the Strata Corporation (the "Developer's Contribution").

## EXHIBIT R

-2-

- G. Section 233 of the *Strata Property Act* provides that unless otherwise agreed between the Developer and the Strata Corporation, the approving officer may require the Developer to contribute to the expenses of the Strata Corporation that are attributable to common facilities in Phase 1 of the Strata Plan as if the unit entitlement in the subsequent phase has not been reduced (the "Additional Contribution").
- H. The Developer and the Strata Corporation desire to enter into this agreement in order to confirm that in consideration of the Developer's Contribution, the Developer will not be responsible to pay any Additional Contribution resulting from a reduction in unit entitlement in Phase 2 of the Strata Plan.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the mutual agreements herein contained, in consideration of the Developer's Contribution, and in consideration of \$1.00 (the receipt and sufficiency of which is acknowledged) the parties agree as follows:

1. Definitions. The following terms will have the following meanings in this Agreement:
  - (a) "Effective Date" means the date upon which the parties hereto sign and deliver this Agreement and the Strata Corporation has approved this Agreement by a 3/4 vote, or as otherwise required under the *Strata Property Act*.
  - (b) "*Strata Property Act*" means the *Strata Property Act*, SBC 1998, c 43 together with the regulations thereto, as amended from time to time.
2. Acknowledgement. The Strata Corporation acknowledges that the Developer desires to amend the Form P to reduce the unit entitlement in Phase 2 of the Strata Plan and agrees that the Strata Corporation is entering into this Agreement in contemplation of the Developer doing so.
3. Contribution to Common Facilities. The Strata Corporation acknowledges and agrees that as of the Effective Date, the Developer will not be responsible to pay any Additional Contribution in connection with any common facilities located in Phase 1 of the Strata Plan notwithstanding any change in the unit entitlement, number of phases, or phasing boundaries of Phase 2 or any other Phase in the Strata Plan from time to time.
4. Strata Fees. For clarity, the Developer will continue to be responsible to pay strata fees levied on strata lots owned by the Developer in accordance with the *Strata Property Act*.

## EXHIBIT R

-3-

5. **Entire Agreement.** This Agreement and all documents contemplated by or delivered under or in connection with this Agreement, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, express or implied, statutory or otherwise.
6. **Amendments.** This Agreement may not be altered or amended except by an amendment in writing signed by all parties.
7. **Interpretation.** 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. The Buyer and Seller agree that this Agreement will be governed and construed in accordance with the laws of British Columbia.
8. **Further Assurances.** The parties will do all such further acts and execute all such further documents as may be reasonably required to give effect to the purposes of this Agreement.
9. **Enurement.** This Agreement will enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.
10. **Counterpart.** This Agreement may be executed and delivered in counterpart and by electronic means and, if so executed and delivered, will be as effective as one originally executed contract.

NOW THEREFORE the parties have executed this Agreement to be effective and delivered as of the Effective Date.

KV PROPERTIES INC.

THE OWNERS, STRATA PLAN EPS832

Per: \_\_\_\_\_  
Authorized Signatory

Per: Tom Howard  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory





KAMLOOPS LAND TITLE OFFICE

Jan-24-2013 16:42:07.004

CA2967190

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 4 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

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

MacDonald Thomas, Barristers & Solicitors

PO Box 2400

1018 - 7th Avenue

Invermere

BC V0A 1K0

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

LTO Client No.: 10783

File: 7909KAT

Document Fees: \$0.00

Deduct LTSA Fees? Yes ☒

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

Form-V Schedule of Unit Entitlement

LTO Document Reference:

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

**NO PID NMBR STRATA PLAN EPS832**

Related Plan Number: **EPS832**

**Strata Property Act****FORM V**

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

**SCHEDULE OF UNIT ENTITLEMENT**

(Sections 245(a), 246, 264)

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

**BARE LAND STRATA PLAN**

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

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

**OR**

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

\_\_\_\_\_  
Signature of Superintendent of Real Estate

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

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

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

Date: Jan 24/13

  
Signature of Owner Developer

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

# EXHIBIT S

## *Strata Property Act*

### FORM V

#### SCHEDULE OF UNIT ENTITLEMENT

*(Sections 245(a), 246, 264)*

Re: Strata Plan EPS832 (Phase 2), being a strata plan of

*[parcel identifier]*  
028-867-360

*[legal description of strata lot]*  
Lot 3 District Lot 10348 Kootenay District Plan EPP14443  
except part in Strata Plan EPS832 (Phase 1)

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#### BARE LAND STRATA PLAN

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

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

OR

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

---

Signature of Superintendent of Real Estate

[table on following page]

## EXHIBIT S

2

| Strata Lot No.                      | Sheet No. | Total Area in m <sup>2</sup> | Unit Entitlement                      | %* of Total Unit Entitlement** |
|-------------------------------------|-----------|------------------------------|---------------------------------------|--------------------------------|
| 65                                  |           |                              | 1                                     |                                |
| 66                                  |           |                              | 1                                     |                                |
| 67                                  |           |                              | 1                                     |                                |
| 68                                  |           |                              | 1                                     |                                |
| 69                                  |           |                              | 1                                     |                                |
| 70                                  |           |                              | 1                                     |                                |
| 71                                  |           |                              | 1                                     |                                |
| 72                                  |           |                              | 1                                     |                                |
| 73                                  |           |                              | 1                                     |                                |
| 74                                  |           |                              | 1                                     |                                |
| 75                                  |           |                              | 1                                     |                                |
| 76                                  |           |                              | 1                                     |                                |
| 77                                  |           |                              | 1                                     |                                |
| 78                                  |           |                              | 1                                     |                                |
| 79                                  |           |                              | 1                                     |                                |
| 80                                  |           |                              | 1                                     |                                |
| 81                                  |           |                              | 1                                     |                                |
| 82                                  |           |                              | 1                                     |                                |
| <b>Total number of lots:<br/>18</b> |           |                              | <b>Total unit entitlement:<br/>18</b> |                                |

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

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

Date: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Owner Developer  
KV PROPERTIES INC.

\_\_\_\_\_  
Signature of Superintendent of Real Estate (if submitted under section 264 of the Act)  
Am. (B.C. Reg. 203/2003).



# EXHIBIT T

## THE OWNERS, STRATA PLAN EPS832 Koocanusa Village Resort - Lake View Terrace

### Developer's Interim Annual Budget

|                                 | Phase 1<br>2021-22<br>Approved Budget | Phase 2<br>Estimate | Phase 1 & Phase 2<br>Combined |
|---------------------------------|---------------------------------------|---------------------|-------------------------------|
| <b>Revenue</b>                  |                                       |                     |                               |
| Strata fees                     | 6,400                                 | 1,800               | 8,200                         |
| House Lease                     | 12,000                                |                     | 12,000                        |
| Total Revenue                   | 18,400                                | 1,800               | 20,200                        |
| <b>Operating Expenses</b>       |                                       |                     | -                             |
| Insurance                       | 3,000                                 | 477                 | 3,477                         |
| Bank Charges                    | 200                                   | -                   | 200                           |
| Management                      | 6,300                                 | 640                 | 6,940                         |
| Office Expense                  | 200                                   |                     | 200                           |
| House Maintenance               | 1,500                                 |                     | 1,500                         |
| Professional Fees               | 1,200                                 | 200                 | 1,400                         |
| <b>Total Operating Costs</b>    | 12,400                                | 1,317               | 13,717                        |
| <b>Contingency contribution</b> | 6,000                                 | 483                 | 6,483                         |
| <b>Total Expense</b>            | 18,400                                | 1,800               | 20,200                        |
| <b>Surplus (Deficit)</b>        | -                                     | -                   | -                             |

### Contingency Reserve Fund Estimate

|   |        |     |        |
|---|--------|-----|--------|
| <b>Opening Balance</b>                  | 30,224 |     | 30,224 |
| <b>Contributions</b>                    |        |     |        |
| Annual Contribution                     | 6,000  | 483 | 6,483  |
| Developer Contingency Contribution (5%) |        | 66  | 66     |
| Transfer from Surplus                   |        |     |        |
| <b>Total Contributions</b>              | 6,000  | 549 | 6,549  |
| <b>Expenditures</b>                     |        |     |        |
| Bank Charges                            |        |     |        |
| House Insurance Claim                   |        |     |        |
| <b>Total Expenditures</b>               | -      |     |        |
| <b>Closing Balance</b>                  | 36,224 |     | 36,773 |



**EXHIBIT T**  
**The Owner, Strata Plan EPS832**  
**Interim Schedule of Strata Fees - Phase 1 and 2**

| Strata Lot<br>Lot | Unit<br>Entitlement | Common Area<br>Expenses<br>Annual | Contingency<br>Fee Expense<br>Annual | Total<br>Annual<br>Expenses | Monthly<br>General<br>Operating | Monthly<br>Contingency<br>Reserve | Monthly<br>Fee |
|-------------------|---------------------|-----------------------------------|--------------------------------------|-----------------------------|---------------------------------|-----------------------------------|----------------|
| 1                 | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 2                 | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 3                 | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 4                 | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 5                 | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 6                 | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 7                 | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 8                 | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 9                 | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 10                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 11                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 12                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 13                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 14                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 15                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 16                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 17                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 18                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 19                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 20                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 21                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 22                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 23                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 24                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 25                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 26                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 27                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 28                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 29                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 30                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 31                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 32                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 33                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 34                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 35                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 36                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 37                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 38                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 39                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 40                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 41                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 42                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 43                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 44                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 45                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 46                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 47                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 48                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 49                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 50                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 51                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 52                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 53                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 54                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 55                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 56                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |
| 57                | 1                   | \$ 100.00                         |                                      | \$ 100.00                   | \$ 8.33                         | \$ -                              | \$ 8.33        |

# EXHIBIT T

|    |   |             |      |             |           |      |           |
|----|---|-------------|------|-------------|-----------|------|-----------|
| 58 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 59 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 60 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 61 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 62 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 63 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 64 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 65 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 66 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 67 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 68 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 69 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 70 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 71 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 72 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 73 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 74 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 75 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 76 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 77 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 78 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 79 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 80 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 81 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
| 82 | 1 | \$ 100.00   |      | \$ 100.00   | \$ 8.33   | \$ - | \$ 8.33   |
|    |   | \$ 8,200.00 | \$ - | \$ 8,200.00 | \$ 683.33 | \$ - | \$ 683.33 |



Jan-23-2020 08:42:03.001

EXHIBIT U

CA7995404

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 38 PAGES

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

|  |  |
|--|--|
| <b>Gordon Leffler</b><br><b>BNHL19</b> | Digitally signed by<br>Gordon Leffler BNHL19<br>Date: 2020.01.23<br>08:58:45 -07'00' |
|--|--|

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

**LEFFLER LAW OFFICE**

1361-7th Avenue

Box 1873

Fernie

BC V0B 1M0

(250) 423-3904

Client No. 10959

File: 9151B

Document Fees: \$29.66

Deduct LTSA Fees? Yes ☒

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR STRATA LOTS 1 - 64 STRATA PLAN EPS832**Related Plan Number: **EPS832**

Form I

*Strata Property Act*

[ am. B.C. Reg 312/2009, s. 7.]

AMENDMENT TO BYLAWS  
(Section 128)

The Owners, Strata Plan EPS832 certify that amendments to the bylaws of the strata corporation were approved by resolutions passed in accordance with section 128 of the *Strata Property Act* at the Special General Meeting held on December 14, 2019.

The Owners, Strata Plan EPS832 bylaws shall be amended by deleting in their entirety the current bylaws of the strata corporation, along with such amendments to the strata corporation bylaws as have been previously approved and filed with the Land Titles Office from time to time, and replacing them with the bylaws attached hereto, and that same be approved and adopted as the bylaws of the Strata Corporation effective forthwith upon filing at the Land Titles Office.

  
.....  
Signature of Council Member

  
.....  
Signature of Second Council Member

\* Section 128 (2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

**BYLAWS**  
**THE OWNERS, STRATA PLAN**  
**EPS832**

**PART ONE: GENERAL PROVISIONS**

**I. DUTIES OF OWNERS, OCCUPANTS AND VISITORS**

An Owner shall:

- (a) pay strata fees as and when due;
- (b) permit the Strata Corporation and its agents, at all reasonable times on notice (except in case of an emergency, when no notice shall be required), to enter the Owner's Strata Lot for the purpose of inspecting the lands and any services located on the Owner's Strata Lot and to inspect the exterior of the improvements constructed on the Owner's Strata Lot to ensure such improvements comply with the Bylaws and that the Bylaws are being observed;
- (c) repair and maintain the Owner's Strata Lot, all improvements thereon and all areas allocated to the Owner's exclusive use, and keep all such areas in a state of good repair, and free of debris and accumulated clutter that would tend to create a visual unsightliness;
- (d) maintain the Owner's Strata Lot to avoid weed and noxious plant growth on the Owner's Strata Lot;
- (e) use and enjoy the common property or other assets of the Strata Corporation in a manner that will not unreasonably interfere with the use and enjoyment thereof by other Owners or their families or visitors.
- (f) not use the Owner's Strata Lot, or permit the same to be used, in a manner for a purpose that will cause a nuisance or hazard to any occupier of a Strata Lot (whether an Owner or not) or the Owner's family; not use any of the common property in a manner for a purpose that will cause a nuisance or hazard to other Strata Lots or the common property;
- (g) not cause unreasonable noise;
- (h) not unreasonably interfere with the rights of other persons to use and enjoy the common property, common assets or another strata lot or the use of their Strata Lot for any purpose that is illegal, or is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (i) notify the Strata Corporation forthwith upon any changes of ownership or other disposition of the Owner's interest in the Strata Lot;



- (j) within 2 weeks of becoming an Owner, inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata Plan, if any;
- (k) comply strictly with any changes affecting the Strata Corporation and these Bylaws and with such rules and regulations as may be adopted pursuant thereto from time to time;
- (l) repair, maintain and replace the common utilities and services located on or within the Owner's Strata Lot, as reasonably directed by the Strata Corporation and/or its agents;
- (m) not display signs, billboards, advertising material, notices, offensive displays or other displays on the Strata Lot that are visible from the exterior, on limited common property the Owner uses, or on common property, except with the Strata Council's prior written consent.;
- (n) not permit any dwelling to be occupied or used for any purpose other than as a private residential dwelling or vacation home under suitable short or long term rental arrangements for a single family, it being understood that any rental arrangement must include an acknowledgement of both the Landlord and the Tenant that they are bound by the provisions of this Bylaw;
- (o) ensure all fires whether for the disposal of trash or otherwise, comply with all local fire regulations, and ensure no flues for fireplaces, furnaces or barbeques will be used without spark arrestors.
- (p) not carry out landscaping on a Strata Lot except in a way so as to promote and enhance a cohesive and visually attractive image for the Strata Corporation all of which must be approved in advance by the Strata Council in accordance with the provisions of these Bylaws;
- (q) maintain the landscaping on their Strata Lot to the standard of a high quality community and in accordance with rules decided by the Strata Council from time to time unless the Strata Corporation resolves to maintain the landscaping on the Strata Lot;
- (r) carry out landscaping with the intention and result of having a pleasing transition from Strata Lot to Strata Lot;
- (s) maintain all landscaping on each Strata Lot properly, which shall include all necessary cutting, watering, fertilizing, aerating, insect, disease, weed control, pruning and replacements of dead or damaged plants provided all landscaping that is functional in nature will be identified by the Strata Council and such functional landscaping will not be removed without the prior written consent of the Strata Council, and only will be removed if it is replaced with landscaping or other material to ensure the function is safely maintained;
- (t) before commencing any substantial renovations of any structure on any Strata Lot obtain the prior approval of Strata Council, who may refuse to approve such renovations if they do not comply with any relevant authority, or are inconsistent with the theme of the development as a whole;
- (u) comply with the Design Guidelines as may be amended from time to time by the Strata

Council to accurately reflect the intention of the Building Scheme contained in this Bylaw, it being clearly understood that the Design Guidelines are prepared to provide a visual depiction of matters contained in the Building Scheme included in this Bylaw and also to provide clarity as to how to proceed with design review as required by the Strata Corporation.

## 2. DUTIES OF STRATA CORPORATION

The Strata Corporation shall:

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



- (k) review annually the adequacy of the insurance;
- (l) pay premiums on policies of insurance affected by the Strata Corporation.
- (m) obtain and retain by contract the services of a Manager upon such terms as the Strata Council may from time to time decide, provided that the Strata Council may, with the approval of the Owners, arrange for self-management of the Strata Corporation;
- (n) enforce parking regulations regarding parking in the Strata Corporation driveways or fire lanes of the common areas;
- (o) give authority to a readily accessible resident representative or the Manager to grant entry to the common property to the local Building, Health, Property Tax Assessment and Fire Departments for emergency or inspection purposes;
- (p) prepare and maintain the Design Guidelines for the purpose of illustrating the intention of and compliance with the Building Scheme as described in Part Two of this Bylaw.

### 3. POWERS OF STRATA CORPORATION

The Strata Corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property, common facilities or other assets of the Strata Corporation;
- (b) borrow monies required by it in the performance of its duties or the exercise of its powers provided that such borrowing has been approved at a Special Meeting of the Owners;
- (c) secure the repayment of monies borrowed by it, and the payment of interest thereon, by negotiable instrument, or mortgage of unpaid contributions (whether levied or not), or mortgage of any property vested in it, or by combination of those means;
- (d) invest as it may determine in separate accounts any monies in the operating or any other fund, or in the contingency reserve fund;
- (e) make an agreement with any Owner or occupier of a Strata Lot for the provision of amenities or services by it to the Strata Lot or to the Owner or occupier thereof;
- (f) grant to an Owner the right to exclusive use and enjoyment of common property, or special privileges in respect thereof, the grant to be terminated on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves;
- (g) do all things necessary for the enforcement of the Bylaws, and the rules and regulations of the Strata Corporation and for the control, management and administration of the common property, common facilities or other assets of the Strata Corporation generally, including removing privileges in the use of certain facilities, or fixing and collecting fines for contravention of the Bylaws, rules and regulations; and

any amount expended under this sub-section shall become due and payable to the Strata Corporation upon demand, and shall be added to the next levy on that Owner;

- (h) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment, safety and cleanliness of the common property, common facilities or other assets of the Strata Corporation provided such rules and regulations do not conflict with the Act or these Bylaws;
- (i) determine the levy for the contingency reserve fund which shall be in compliance with the Act until the reserve reaches an amount that the Strata Council considers sufficient having regard to the nature of the Strata Plan being a bare land strata plan and the type of improvements and equipment in the Strata Plan, and thereafter raise such further amounts of replacements of contingency reserve or other funds from time to time and over such a period of time as the Strata Corporation deems necessary;
- (j) join any organization serving the interests of the Strata Corporation and assess the membership fee in the organization as part of the common expenses;
- (k) carry out any repairs or work required by the notice or order of any competent public or local authority in respect of a Strata Lot, whether authorized by the Owner or not, where the Owner fails to carry out such repairs or work within thirty (30) days of receipt of such notice.

#### 4. THE STRATA COUNCIL

- (a) The powers and duties of the Strata Corporation shall, subject to any restriction imposed or direction given at a General Meeting, be exercised and performed by the Strata Council.
- (b) A Strata Council must be elected at the first Annual General Meeting of the Owners.
- (c) The Strata Council shall consist of not less than three (3) nor more than seven (7) Owners and shall be elected at each Annual General Meeting.
- (d) A Strata Council member can be the spouse of a person otherwise eligible to be elected to the Strata Council.
- (e) At each Annual General Meeting of the Strata Corporation, all the members of the Strata Council shall retire from office and the Strata Corporation shall elect a new Strata Council, by and from among the Owners, but a retiring member of the Strata Council shall be eligible for re-election.
- (f) Only one Owner of a Strata Lot shall be a member of the Strata Council at any one time.
- (g) Strata Council members must act in good faith and must exercise the care and diligence of a reasonably prudent person in comparable circumstances and Strata Council members who do so are not personally liable for acts or omissions of the Strata Council. The Strata Corporation shall indemnify Strata Council members, acting in that capacity or as officers of the Strata Corporation, so long as they have acted



honestly and have not been grossly negligent.

- (h) The Strata Corporation may, by resolution at a Special General Meeting, remove any member of the Strata Council before the expiration of their term of office and elect another Owner in their place, to hold office until the next Annual General Meeting.
- (i) The office of member of the Strata Council shall be vacated if the member:
  - (i) by notice in writing to the Strata Corporation resigns their office; or
  - (ii) ceases to be an Owner; or
  - (iii) becomes personally insolvent or bankrupt; or
  - (iv) becomes of unsound mind; or
  - (v) in the case of a company which is an owner of a Strata Lot appointing such member, if the company shall become bankrupt or make an assignment for the benefit of creditors or proceedings are begun to wind up the company, otherwise than for the purposes of amalgamation or reconstruction;
  - (vi) has been removed from office in accordance with the provisions of these Bylaws.
- (j) Where a vacancy on the Strata Council occurs, the remaining members of the Strata Council shall select from among the Owners an Owner to replace the departing Strata Council member and to fulfill the balance of their term of office.
- (k) A quorum of the Strata Council shall be greater than 65% of the total members on the Strata Council.
- (l) At the first meeting of the Strata Council held after each Annual General Meeting of the Strata Corporation, the Strata Council must elect, from among its members, a President, a Vice President, a Secretary and a Treasurer.
- (m) A person may hold more than one office at a time, other than the offices of President and Vice President.
- (n) The Vice President has the powers and duties of the President
  - (i) while the President is absent or is unwilling or unable to act, or
  - (ii) for the remainder of the President's term if the President ceases to hold office.
- (o) If a member other than the President is unwilling or unable to act for a period of 2 or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.
- (p) The President of the Strata Council shall have a casting vote in addition to their original vote.

- (q) Where a President is absent from any meeting of the Strata Council, or vacates the chair during the course of any meeting, the Vice-President shall act as the Chair and shall have all the duties and powers of the Chair while so acting.
- (r) In the absence of both the President and the Vice-President, the members present shall among themselves appoint a Chair for that meeting who shall have all the duties and powers of the Chair while so acting.
- (s) At meetings of the Strata Council all matters discussed shall be determined by simple majority vote.
- (t) All acts done in good faith by the Strata Council, notwithstanding that afterwards it is discovered that there was some defect in the appointment or continuance in office of any member of the Strata Council, shall be as valid as if the member had been duly appointed or had duly continued in office.
- (u) No member of a Strata Council shall be personally liable for any act done in good faith carrying out their duties as a member of the Strata Council.

## 5. DUTIES OF STRATA COUNCIL

### The Strata Council shall:

- (a) meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit, and it shall meet:
  - (i) when any member gives to the other members not less than seven (7) days' notice of a meeting proposed by the President, specifying the reason for calling the meeting, unless all the other members agree to waive the notice; or
  - (ii) at the call of the President on such notice as the President may specify, unless all the other members agree to waive the notice, without the necessity of the President giving reason for the calling of the meeting;
- (b) contract with or employ for and on behalf of the Strata Corporation such agents, employees or contractors as it thinks fit in connection with the control, management, and administration of the common property, common facilities or other assets of the Strata Corporation, and the exercise and performance of the powers and duties of the Strata Corporation;
- (c) subject to any restriction imposed or direction given at a General Meeting, delegate to one or more of its members or to a member or committee of members of the Strata Corporation or to the Manager such of its powers and duties as it deems fit, and at any time revoke such delegation;
- (d) keep minutes of its proceedings;
- (e) cause minutes to be kept of General Meetings;
- (f) cause proper books of account to be kept in respect of all sums of money received



and expended by it and the matters in respect of which receipt and expenditure shall take place;

- (g) prepare proper accounts relating to all monies of the Strata Corporation, and the income and expenditure thereof, for each Annual General Meeting;
- (h) on application of an Owner or Mortgagee, or any person authorized in writing by an Owner or Mortgagee, make the books of account available for inspection at all reasonable times;
- (i) cause to be prepared and distributed to each Owner a financial statement of the receipts of contributions towards the common expense and disbursements made by the Strata Corporation within ninety (90) days of the end of the fiscal year of the Strata Corporation;
- (j) assess each Strata Lot Owner's contribution to the operating fund or other funds or expenses of the Strata Corporation;
- (k) keep, in one location, or in the possession of one person and shall make available upon request to an Owner or a person authorized by the Owner:
  - (i) a copy of the Act;
  - (ii) a copy these Bylaws and any amendments thereto;
  - (iii) a copy of any Special or Unanimous Resolutions passed by the Strata Corporation;
  - (iv) copies of all the legal agreements to which the Strata Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licenses, easements or rights-of-way;
  - (v) a register of the members of the Strata Council;
  - (vi) a register of the Strata Lot Owners, setting out the Strata Lot number, the name of the Owner, the unit entitlement, the name and address of any Mortgagee who has notified the Strata Corporation;
  - (vii) minutes of all General Meetings;
  - (viii) minutes of all Annual General Meetings;
  - (ix) minutes of all Strata Council meetings; and
  - (x) the annual budget for each year;
  - (xi) a petty cash fund for minor purchases;
- (l) charge a reasonable fee to parties requesting copies of the material the Strata Council

or the Strata Corporation is required to keep under these Bylaws, provided such fee only reflects the cost of copying and providing access to such materials.

Furthermore:

- (m) at the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other.
- (n) if a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.
- (o) Owners may attend Strata Council meetings as observers, provided, no observers may attend those portions of Strata Council meetings that deal with any of the following:
  - (i) Bylaw contravention hearings under section 135 of the Act;
  - (ii) rental restriction Bylaw exemption hearings under section 144 of the Act;
  - (iii) any other matters if the presence of observers would, in the Strata Council's opinion, unreasonably interfere with an individual's privacy.
- (p) By application in writing, stating the reason for the request, an Owner may request a hearing at a Strata Council meeting. If a hearing is requested under this subsection, the Strata Council must hold a meeting to hear the applicant within one month of the request. If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision within one week of the hearing.
- (q) The Strata Council must inform Owners of the minutes of all Strata Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

## **6. COMMON SEAL**

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

## **7. GENERAL MEETINGS**

- (a) Annual General meetings shall be held once in each year, and not more than thirteen (13) months shall elapse between the date of one Annual General Meeting and that of the next.
- (b) All General Meetings, other than Annual General Meetings, shall be called Special General Meetings.



- (c) The Strata Council may, whenever it thinks fit and shall upon requisition in writing by Owners or mortgagees of the twenty-five per cent (25%) of the Strata Lots, convene a special General meeting within fourteen (14) days after the requisition is made.
- (d) Fourteen (14) days' notice of every General Meeting specifying the place, the date and the hour of meeting, and in case of special business the general nature of such business, shall be given to all Owners and Mortgagees who have notified their interest to the Strata Corporation.
- (e) Notice shall be given to the Owner or Mortgagees by sending it to the Owner or Mortgagee by post at the address supplied to the Strata Corporation by the Owner or Mortgagee for the giving of such notices, or should not such address be supplied, then to the last address known to the Strata Corporation for the Owner or Mortgagee. If Owner is residing on the Owner's Strata Lot, notice may also be given by hand delivery of such notice to the Strata Lot. If the Owner wishes, notice may also be given by facsimile to the phone number provided by the Owner to the Strata Corporation from time to time.
- (f) Any notice shall be deemed to have been received: five (5) calendar days following the posting thereof addressed to the last known address held by the Strata Corporation, mailed at a post office in British Columbia; or, alternatively, notice shall be deemed to have been received twenty-four (24) hours after communication by email to the owner to the last email address of the owner known to the Strata Corporation.
- (g) Save as in these Bylaws otherwise provided, no business shall be transacted at any General Meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to the business.
- (h) One-third of the persons entitled to vote present in person or by proxy shall constitute a quorum.
- (i) If within one-half hour from the time appointed for a General Meeting, a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same place and time; and if at the adjourned meeting a quorum is not present within one-half hour from the time appointed for such meeting, the persons entitled to vote present shall be a quorum.
- (j) The President shall be the Chair of all General Meetings or in their absence from the meeting, or in the case they shall vacate the Chair, the Vice-President of the Strata Council shall act as Chair provided always that, if the President and Vice-President be absent or shall vacate the chair or refuse to act, the meeting shall appoint a Chair.

## **8. PROCEEDINGS AT GENERAL MEETINGS**

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

- (a) if the President or the Vice-President of the Strata Council shall be absent, the election of the Chair of the meeting;
- (b) calling of the roll and certifying of proxies, and issuing a voting card for each

Strata Lot represented at the meeting; providing that except in the case of a unanimous resolution, the Owner of such Strata Lot has paid all contributions for that Strata Lot;

- (c) filing of proof of notice of meeting or waiver of notice;
- (d) reading and disposal of any unapproved minutes;
- (e) receiving reports of committees;
- (f) ratify any new rules made by the Strata Corporation under section. 125 of the Act;
- (g) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
- (h) review of financial accounts and operating budgets and approving the annual budget, if applicable;
- (i) electing a Strata Council, if necessary;
- (j) unfinished business;
- (k) new business;
- (l) adjournment.

## **9. VOTES OF OWNERS**

- (a) At any General Meeting, a resolution by the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner present in person or by proxy,
- (b) Unless a poll is demanded, a declaration by the Chair that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- (c) A demand for a poll may be withdrawn.
- (d) A poll, if demanded, shall be taken in whatever manner the Chair thinks fit, and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (e) In the case of equality in the votes, whether on a show of hands or on a poll, the Chair of the meeting is entitled to a casting vote in addition to their original vote.
- (f) On a show of hands, each Owner shall indicate the Owner's vote by showing the Owner's voting card.
- (g) On a show of hands or on a poll, votes may be given either personally or by proxy.
- (h) An instrument appointing a proxy shall be in writing under the hand of the appointer



or the Owner's Attorney, and may be either general or for a particular meeting.

- (i) A proxy holder need not be an Owner.
- (j) Except in cases where, by or under the Act, a unanimous resolution is required, no Owner is entitled to vote at any General Meeting unless all contributions payable in respect of the Owner's Strata Lot have been duly paid.
- (k) Where an Owner is a trustee, he shall exercise the voting rights in respect of the lot to the exclusion of persons beneficially interested in the trust, and those persons beneficially interested shall not vote unless they hold the proxy of the Owner.
- (l) Notwithstanding the provisions of these Bylaws with respect to appointment of a proxy where the Owner's interest is subject to a registered mortgage and where the mortgage provides that the power of vote conferred on an Owner by or under the Act may be exercised by the Mortgagee and where the Mortgagee has given written notice of the Owner's mortgage to the Strata Corporation, no instrument or proxy shall be necessary to give the Mortgagee the said power of vote, and the Mortgagee shall indicate the Mortgagee's presence at the calling of the roll, and the Mortgagee, not the Strata Lot Owner, shall be issued a voting card.

#### 10. VIOLATION OF BYLAWS

- (a) Any infractions or violations of these Bylaws or any rules or regulations established pursuant to these Bylaws on the part of an Owner, the Owner's employees, agents, occupants or invitees may be corrected, remedied or cured by the Strata Corporation.
- (b) Any costs or expenses expended or incurred by the Strata Corporation in correcting, remedying or curing such infraction or violation, shall be charged to such Owner and shall be added to and become a part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Strata Corporation and shall become due and payable on the date of payment of such monthly assessment.
- (c) The Strata Corporation may fine an Owner or occupant a maximum of
  - (i) \$200 for each contravention of a bylaw, and
  - (ii) \$50 for each contravention of a rule.
- (d) If an activity or lack of activity that constitutes a contravention of a Bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.
- (e) Any fine shall be payable forthwith upon imposition and if not so paid, shall be added to and become part of the assessment of the Owner for the month next following the date on which the fine was levied.
- (f) The Strata Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction, any sum of money which the Strata Corporation is required to

expend as a result of any act or omission by the Owner, the Owner's employees, agents, occupants or invitees, or an infraction or violation of these Bylaws or any rules or regulations established under them.

- (g) Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of the Owner's rights and the exercise of the Owner's remedies.
- (h) The right of the Strata Corporation to collect costs incurred in curing an infraction or violation is without prejudice to its right to collect a fine or penalty for the same incident.

## **11. COMMON EXPENSES**

- (a) The Owners' contribution to the common expenses of the Strata Corporation must be levied in accordance with this Bylaw.
- (b) If the Strata Plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property must be borne by the Owners of the Strata Lots entitled to use the limited common property in proportion to the unit entitlement of their Strata Lots.
- (c) At the first Annual General Meeting, the Strata Corporation shall cause to be prepared a budget for a period beginning on the first day of the month following the first Annual General Meeting.
- (d) All Owners must pay assessments based on the annual budget determined in accordance with the Act. The Owners must approve the annual budget by a majority vote. If the Owners fail to approve the annual budget, the previous year's annual budget shall be used for the forthcoming year, until such time a new annual budget is approved.
- (e) At each annual General Meeting after the first Annual General Meeting, the Strata Corporation must prepare an annual budget for the following 12 month period and, after that budget is approved, all Owners must pay strata fees based upon that budget and their monthly assessment.
- (f) Each Owner must pay all assessments on or before the first day of the month to which the assessment relates unless the assessment specifically states otherwise.

## **12. PETS**

- (a) An Owner or occupant may keep domestic pets upon his or her Strata Lot. The Owner shall ensure that their pets do not damage common property or interfere with the use and enjoyment of other Owners.
- (b) An Owner or his designate, shall ensure that any fecal matter deposited by his pet(s) is picked up and deposited in the garbage container or other appropriate facility. An Owner is responsible for ensuring that any guests who bring pets to his Strata Lot abide



by these Bylaws with regard to their pets.

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

### **13. VEHICLES**

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

### **14. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY**

- (a) An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets;
- (b) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration;
- (c) Furthermore, an Owner shall not undertake any alteration in any common property or limited common property without performing the following as required by Strata Council:
  - (i) Obtaining all necessary development and building permits from the appropriate government regulatory authorities;
  - (ii) Obtaining the consent of the Owners by way of a special resolution;
  - (iii) Ensure that all contractors engaged provide certificates of substantial Contractors Liability (at least \$2,000,00.00)
- (d) An Owner wishing to perform any alterations to common property or limited common property shall agree to enter into a written undertaking with the Strata Corporation, subject to ratification of the Owners by special resolution, which shall include the following terms:
  - (i) All alterations done will be in accordance with the design approved by the Strata Council or its duly authorized representatives;
  - (ii) All work done and materials provide for the alteration will be at the sole expense of the Strata Lot Owner requesting approval of the alteration;
  - (iii) The Owner and each subsequent Owner of the Strata Lot receiving the benefit of the alterations shall be responsible for all present and future maintenance,

repair and replacement; increase in insurance, and any damage suffered or cost incurred by the Strata Corporation in excess of any proceeds received and paid to the Strata Corporation from an insurance policy as a result, directly or indirectly, of the alteration;

- (iv) An indemnification and save harmless clause satisfactory to Strata Council.
- (e) An Owner who alters common property or limited common property, and any Owner subsequent on title who receives the benefit of such alteration, shall indemnify and save harmless the Strata Corporation, its councilmember, employees and agents from any and all claims whatsoever arising out of or in any manner attributable to the alteration. Any costs and expenses incurred shall be charged to that Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date upon which the costs or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the date of payment of the monthly assessment.

#### **15. VOLUNTARY DISPUTE RESOLUTION**

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

#### **16. MISCELLANEOUS**

- (a) No Strata Lot shall be used for any purpose which may be illegal or injurious to the reputation of the Strata Corporation.
- (b) No Strata Lot shall be used for commercial or professional purposes without the approval of the Strata Council, which approval may be unreasonably withheld.
- (c) No Owner shall do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal by-law.
- (d) Owner or occupant may allow laundry or washing to be hung in such a way that is not



visible from the outside of a Strata Lot.

- (e) No Owner or occupant shall place or store or permit to be placed or stored, any household refuse, waste or garbage outside. Each Owner or occupant is responsible for disposing of household refuse, waste or garbage strictly in compliance with the garbage disposal regulations of the Regional District of East Kootenay.
- (f) No Owner or occupant shall allow the area around his Strata Lot to become untidy or unsanitary. The Strata Council shall be at liberty to order the removal of any rubbish or clean up the common area in close proximity to an Owner's Strata Lot or limited common property yard area to its satisfaction and charge any expense so incurred to the Owner.
- (g) Without the consent of the Strata Corporation, no part of common property shall be used for the erection, placing or maintenance of incinerators, garbage disposal equipment, recreation or athletic equipment, fencing or gardens.
- (h) No commercial signage or advertising shall be permitted on any Lot, except for real estate signage solely related to the sale of that Lot. Real estate signage must be of professional quality and appearance and shall be limited to one (1) sign per Lot of not greater than a surface area of 6 ft<sup>2</sup> (0.55m<sup>2</sup>).
- (i) Where a claim has been made against the insurance policy of the Strata Corporation which is attributable to damage caused by a Strata Lot Owner (or his/her occupants, guests or invitees) and originating within the Owner's Strata Lot, the Owner of that Strata Lot shall be charged a sum equivalent to the deductible charged by the insurer of the corporation as a result of the claim, such charge to be added to that Strata Lot Owner's next regular monthly assessment.
- (j) The Strata Corporation may take whatever further actions are necessary to protect the Strata Corporation and ensure collection of arrears, including the use of collection agencies, court actions and/or other remedies provided by the Act. The costs of any of these procedures shall be added to the delinquent Owner's account.
- (k) No Owner shall do any act or thing or neglect or fail to do any act of things which would or could increase the risk of fire or the rate of fire insurance premium.
- (l) In the event of any inconsistency between these Bylaws and the Act, the terms of the Act shall govern.

## **17. VEHICLE STORAGE**

- (a) General Regulations
  - (i) No parking of vehicles, trailers, boats and other motorized watercraft, within the rear yard of any Strata Lot is permitted at any time.
  - (ii) Except as specifically permitted in this Bylaw, no vehicle shall be maintained on any Strata Lot as a residence.

- (iii) Except as specifically permitted in this Bylaw no trailer, Recreational Vehicle, truck greater than 1-ton capacity or bus be stored anywhere on any Strata Lot unless in an enclosed garage.
  - (iv) No parking of Recreational Vehicles, boats and other motorized watercraft, and trailers within the common area of the community is permitted at any time unless the Recreational Vehicle, boat or other motorized watercraft, or trailer is parked in a parking stall designated for such use and is parked in accordance with the limitations stated on a sign posted within the community.
- (b) Recreational Vehicles
  - (i) No Recreational Vehicle may be parked on a Strata Lot outside of a garage longer than 30 total days in a calendar year. Recreational Vehicles parked within a garage are not subject to this restriction.
  - (ii) Recreational vehicles must have valid registration and be licensed in accordance with Provincial laws.
  - (iii) Notwithstanding the preceding clauses, a single Recreational Vehicle may be parked and occupied during construction beginning at the commencement of construction of the new home and for a period of time not to exceed two years from that date.
  - (iv) Notwithstanding the other provisions in the Bylaw, up until December 31st, 2022, an Owner may place two Recreational Vehicles on the Strata Lot for seasonal usage.
  - (v) At no time may an Owner allow a raised deck or other semi permanent attachments to be constructed around the Recreational Vehicle it being intended that the Recreational Vehicle should not take on the appearance of being permanent.
  - (vi) Unless being stored, all Recreational Vehicles must be connected to a permanent power source and are specifically not permitted to operate with a generator unless a permanent power supply is not available to the Strata Lot.
  - (vii) All Recreational Vehicles must be connected to community sewer and water unless being stored.
  - (viii) All Recreational Vehicles must be located within the setbacks on the Strata Lot, and may not be located in the side yard or backyard of the Strata Lot.
- (c) Boats, Motorized Watercraft and Other Motorized Vehicles
  - (i) Parking of not more than a total of two (2) boats or other watercraft on appropriate trailers, minibikes and quads within the front yard area of a Strata Lot is permitted if located on a permitted driveway or suitably paved storage space and if maintained in a neat appearance.
  - (ii) All boats, motorized watercraft and other motorized vehicles that are not



located in a garage must be located within the setbacks on the Strata Lot, and may not be located in the side yard or backyard of the Strata Lot.

## **PART TWO: STRATA PLAN EPS 832 BUILDING SCHEME**

This Building Scheme references the Design Guidelines. If there is an inconsistency or contradiction between the Design Guidelines as set out in the Design Guideline and the Building Scheme, then the Building Scheme shall govern and take precedence.

The review and approval of the design, drawings, plans or specifications, or inspections made by the Strata Council shall not constitute a representation or warranty that the Building Code or the statutory bylaws have been complied with or the building, structure or plumbing system meets any standard of materials or workmanship, and no person shall rely on any of those acts as establishing compliance with the Building Code or this Bylaw or any standard of construction.

The Design Review Coordinator is engaged by the Strata Corporation as its representative responsible for reviewing and approving all residential development at EPS832, Koocanusa Village.

### **18. GENERAL GUIDELINES**

- (a) No person will commence any Improvements of any sort, including without limitation, any:
  - (i) excavation or removal of any fill, trees or ground cover;
  - (ii) application for Development Approval or a Building Permit;
  - (iii) construction of any buildings or other improvements of whatsoever nature; or,
  - (iv) landscape treatment,
- (b) on any of the Lots without first:
  - (i) submitting such plans and specifications for the Improvements (the "Plans and Specifications") to the Strata Corporation, or an approving agent designated by the Strata Corporation from time to time (the "Design Review Coordinator"), of the prior written approval by the Strata Corporation (or Design Review Coordinator); and,
  - (ii) complying with the provisions set out herein and obtaining all approvals contemplated hereunder from the Strata Corporation.
- (c) Any Plans and Specifications submitted for approval shall be in a form and content satisfactory to the Strata Corporation (or Design Review Coordinator). The Strata Corporation (or 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 Strata Corporation (or Design Review Coordinator) shall not act arbitrarily.

- (d) Owners are encouraged to review the design review process as outlined in the Design Guidelines so as to understand the process fully.

#### **19. CONSTRUCTION TRAILERS**

No construction trailers, field offices or the like may be brought onto a Strata Lot without the prior written approval of the Strata Council, which approval may be withheld at the discretion of the Strata Council. If so approved, temporary structures shall be located only in a location approved by the Strata Council and shall be removed within fifteen (15) days after completion of construction of the Improvements on the Lot on which the structure is located.

#### **20. CONSTRUCTION TIMING**

- (a) After an Owner commences construction of any Improvements on a Strata Lot, such Owner shall not discontinue the construction of such Improvements until the same are completed in all respects in accordance with the approved Plans and Specifications.
- (b) An Owner of a Strata Lot must substantially complete construction of the dwelling as to external appearance, including finished painting, all in accordance with the approved Plans and Specifications, within the 24 month period after commencement of construction. Landscaping and driveway construction shall be completed within 12 months after completion of dwelling construction.

#### **21. MAINTENANCE OF IMPROVEMENTS**

No owner will cause or permit any Improvements on his or her Lot to deteriorate or become unsightly or incompatible with the general character of the neighbourhood in which the Lot is situated, whether as a result of lack of regular and reasonable upkeep, maintenance and repair, or for any other reason whatsoever.

#### **22. COMPLIANCE WITH BUILDING SCHEME AND BYLAWS**

- (a) 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. In particular, Owners must comply with all 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.

#### **23. CONFORMITY OF USES, BUILDINGS AND STRUCTURES**

- (a) There shall not be erected, placed or maintained on any of the Strata Lots, any building or structure other than one (1) detached single-family dwelling comprising of a house and an



enclosed garage. Additionally, one accessory building suitable for garden tool storage, pool equipment, or general storage may be constructed on the condition that it shall be constructed in a manner that is consistent with the aesthetic quality and appearance of the primary structure on the Strata Lot, and is in compliance with RDEK requirements.

- (b) Secondary suites are permitted only in accordance with RDEK requirements.
- (c) No Owner shall cause or permit the Owner's residence, secondary suite or ancillary building or structure to be used for other than for residential purposes.

#### 24. DESTRUCTION OR FORCE MAJEURE

All improvements which have been partially or totally destroyed shall be fully repaired, reconstructed or removed within three (3) months from the date of destruction or such reasonably longer period of time as may be necessary to complete any repair or reconstruction with due diligence and continuity provided, however, that the time for completion of such repair, reconstruction or removal shall be reasonably extended for the period of actual delay encountered due to a Force Majeure event. In the event of removal, the Strata Lot shall be cleared of all debris and restored to the grade that existed prior to the destruction of the improvement thereon (provided, however, that all basements and similar excavations shall be restored to the level of the surrounding grade) and shall be landscaped promptly.

#### 25. NEW MATERIALS

Improvements may not be constructed with any materials that are not new materials (except for used materials incorporated into the improvements for decorative or aesthetic effect), and no used structure shall be relocated to or placed upon any Lot.

#### 26. ADDRESS NUMBERS

Permanent home address numbers must be installed on the front façade prior to home inspection and approval by the Design Review Consultant. House numbers shall be not less than 4" and not more than 10" in height.

#### 27. SITE PLANNING GUIDELINES

- (a) Building Envelope
  - (i) Each Lot includes a Building Envelope. 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. **The BC Building Code requirements for spatial separation between houses supersede all other setbacks and must be adhered to by all Owners.**
  - (ii) All construction shall be located within the Building Envelope unless permitted otherwise by the Design Review Coordinator
  - (iii) 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.

(b) Lot Grading and Drainage

- (i) Lot grading must conform to the approved site grading plan and where possible follow the natural topography. No home may be artificially raised or lowered on a lot from the existing topography unless specifically approved by the Design Review Consultant.
- (ii) 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 defined construction envelope. Drainage flow patterns should be identified on the proposed site plan to show positive drainage patterns away from structures and adjoining lots.
- (iii) Lot slopes should be integrated within the building massing as much as possible (i.e. stepped foundations and multiple floor levels) to minimize the need for grades steeper than 3:1.
- (iv) Proposed grading shall create a naturally sloped or terraced effect resulting in varied footprints that conform to the topography.
- (v) All grading shall present a finished appearance with rounded slope transitions.
- (vi) 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%.
- (vii) 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.

(c) Tree Removal

- (i) No living tree or trees may be cut or removed or caused to die without the express approval of the Design Review Consultant, provided however, the Design Review Consultant may authorize the reasonable removal and/or trimming of trees and natural vegetation from a Lot during the approval of plans and construction phase of development. Thereafter, owners desiring to remove trees to provide, improve or protect views shall be obliged to obtain the permission of the Strata Council prior to such removal.

(d) Utility Rights-of-Way & Easements

- (i) 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.

(e) Lot Utilities

- (i) No power, propane, telephone, water, sewer, television and other utility lines servicing any Lot may be installed unless they are installed underground.



**28. ARCHITECTURAL GUIDELINES****(a) Building Massing, Style and Scale**

- (i) The height, style, and siting of a proposed house must be compatible with the homes on adjacent lots to ensure a gradual transition from one home to the next. Coordination of architectural detail may be required to achieve this, particularly where a bungalow may be requested between adjacent 2 story homes. Abrupt changes in heights of eaves and fascia should be avoided from house to house.
- (ii) Homes located on the uphill (west) side of the common access road must meet the following criteria in addition to the general building guidelines contained herein:
  - (A) Homes are encouraged that bury the garage within the slope and extend living areas above to take advantage of views to the lake;
  - (B) Rooftop decks are permitted over the garage or other lower floor area in accordance with the requirements outlined herein;
  - (C) Building height shall not exceed 11.0m as measured from the lowest point on the street side of the home to the mid-point of the highest roof;
  - (D) The existing grade of the lot may not be altered beyond the rear of the building envelope.
- (iii) Homes located on the downhill (east) side of the common access road must meet the following criteria in addition to the general building guidelines contained herein:
  - (A) Homes may be no greater than two stories in height;
  - (B) Walkout basements are mandatory for all homes;
  - (C) Building height shall not exceed 11.0m as measured from the lowest point at the walkout basement to the mid-point of the highest roof;
  - (D) Lot grading must conform to the approved site grading plan and shall not impact adjacent lots. Owners are encouraged to discuss the various design options for walkout basements with the Design Review Coordinator.
- (iv) 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.

**(b) Building Size**

- (i) No home shall be permitted that is less than 800 square feet (74m<sup>2</sup>) 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.

(c) Continuity of Rear and Side Façades

- (i) All building finishes must wrap a minimum height of 2 feet around from the front of the house and must end at a logical transition point. Continuation of a home's architectural style around to and including the rear elevation is required. Building finishes shall be consistent around a building. The use of "feature" finishes on the front facade of a building and lesser finishes on the side and rear facades is not permitted. Changes in materials are permitted, and encouraged, throughout a building but shall not appear as if creating an extravagant street facade or waterfront facade at the expense of other facades.

(d) Building Wall Finishes

- (i) A minimum of three wall treatments are to be used on each home. However, homes which, in the sole opinion of the Design Review Coordinator, utilize too many different materials or which utilize materials in non-traditional styles will not be permitted.
- (ii) 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 3.6 (Continuity of Rear and Side Facades).
- (iii) Materials for walls may be natural stone, round log, square log, wood shingle or wood siding, cement fiber board, high-density wood composite board, cedar, board and baton, artificial stone, acrylic stucco, slop dash stucco. Walls shall not be surfaced with concrete, brick, plywood, aluminum or plastic siding or any other material not approved as an exterior finish.
- (iv) Artificial (cultured) stone style shall be indigenous to the Lake Koocanusa area. Artificial stone that does not have the appearance of real stone will not be permitted. Stone shall be colours and tones native to the Koocanusa area.
- (v) Homes utilizing fibre cement siding (ie. Hardiplank or similar) must include at least two types of exterior cladding (ie. utilize fibre cement siding together with stone, wood shingle or other exterior wall cladding). When considering the use of fiber cement siding note that board & batten siding is preferred and that distinct joint patterns in horizontal siding will not be permitted.
- (vi) Stucco may be utilized for no more than 20% of the area of the home and no more than 50% of any single facade.
- (vii) The use of metals as a cladding element requires specific approval from the Design Review Coordinator. Any metal approved must be non-glare.



- (viii) 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.
  - (ix) Predominant exterior colours must be rich earth tones, warm tones or grays that complement the natural setting. Light coloured palettes will not be permitted.
  - (x) Non-reflective materials are to be used, including non-reflective glazing.
  - (xi) White exterior materials (including cream, off-white, linen or similar) and bright, bold (ie. bright reds, greens, or yellows) or very dark colours (blacks) are not permitted for any exterior finish.
- (e) Garages and Driveways
- (i) Garages are required on all homes. Garages must provide parking for not less than two vehicles.
  - (ii) Carports are not permitted unless approved by the Design Review Coordinator. Carports shall not be permitted in lieu of a garage.
  - (iii) 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.
  - (iv) 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.
  - (v) Single width garage doors and staggered setbacks add extra dimension to the street elevations and are preferred.
  - (vi) Garage door height shall not exceed 10 feet (3.0m) unless approved by the Design Review Coordinator.
  - (vii) Garage door style must be consistent with the overall architectural style of the home. Basic raised panel garage doors are not permitted. 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 doors are not permitted. High contrast colours for garage doors are not permitted.
  - (viii) Garage doors shall be wood or insulated metal with moldings and panel detail, painted or stained to complement or match the building siding. Uninsulated metal or plastic garage doors are not permitted.
  - (ix) Garage doors shall be painted or stained. Insulated metal garage doors shall be painted a dark colour to complement the architectural style of the home. White garage doors are not permitted.
  - (x) Where the vertical distance from the top of the garage door(s) to the adjacent gutter

line projection exceeds 24 inches, some form of architectural feature must be incorporated above the garage door(s).

- (xi) Driveways are to be constructed of exposed aggregate concrete, stamped concrete, brick pavers, concrete or asphalt. Gravel driveways and grasscrete driveways are not permitted.
- (xii) Driveway locations must be approved by the Design Review Coordinator taking into consideration the cut and fill situations, retaining walls, service locations, aesthetics and impact on adjacent lots.
- (xiii) Each Lot is permitted only one driveway from the garage to the frontage road. Driveway width shall not encroach on any side yard setbacks and may occupy any portion of a side yard so long as it does not encroach on the side yard setback area.

(f) Roof

- (i) Visually, the roof is fundamental to the overall image of the individual home and neighbourhood. The roof form must demonstrate the following characteristics:
  - (A) All roofs must contribute to reducing apparent building mass. Simple forms are favored over complex roof styles;
  - (B) Roof overhangs shall meet the minimum overhang requirements as follows:
    - (I) 36 inch (1000mm) overhang for roof pitches from flat to 5/12;
    - (II) 30 inch (750mm) overhang for roof pitches greater than 5/12 to 7/12;
    - (III) 24 inch (600mm) overhang for roof pitches greater than 7/12 to 9/12;
    - (IV) 18 inch (450mm) overhang for roof pitches greater than 9/12;
- (ii) Roofs shall be clad with:
  - (A) High-quality (40 year) asphalt shingles with raised ridges and cut and flashed valleys;
  - (B) Concrete tile with butt and flashed fascia;
  - (C) Composite materials which emulate real wood shakes; or,
  - (D) Non-reflective standing seam metal.

No other roofing materials are permitted unless approved at the sole discretion of the Design Review Coordinator.



- (iii) Roofs, and all roof top mechanical equipment, vents and other accessories, shall be natural earth tones and shall be coloured to match roof colour. All flashing must match roof colour.
  - (iv) Asphalt shingles shall be dark earth-toned colour such as IKO Dual Black, Harvard Slate, Weather Wood or Driftwood. Metal roof colour shall be black, brown or as approved by the Design Review Coordinator. Composite roof materials must emulate real wood shakes in colour. Red, green, blue, silver, white or unfinished metal roofing materials are not permitted.
- (g) Entry and Front Façade
- (i) 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.
  - (ii) A minimum of two different wall treatments are to be incorporated in the front façade.
  - (iii) Homes are required to incorporate a front entry landing or porch to provide a transition from yard to house.
  - (iv) Front entries must be raised from adjacent grade. A minimum elevation change of 12 inches is recommended although exceptions will be considered for downhill style lots and to permit universal accessibility (Where universal accessibility is proposed, the entire home must meet the requirements for universal accessibility).
  - (v) Front entry protective barriers and railings, where required, must utilize spindles (square or turned according to house style) or pony-walls finished with the same exterior finish material that adorns the majority of the house. Glass panels are not permitted for use on front entry porches.
- (h) Soffit and Fascia
- (i) Soffit shall be wood or aluminum.
  - (ii) Fascia shall be metal, wood or fibre cement board/smart board.
  - (iii) 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.
  - (iv) Wood soffit shall be natural in colour or stained or painted in an acceptable earth-toned colour.
  - (v) Metal soffit shall be black or dark natural earth tones. White metal soffit is not permitted.
  - (vi) Fascia shall be natural in colour or stained or painted in an acceptable earth-toned colour. White fascia is not permitted.

(i) Chimneys

- (i) 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.

(j) Windows and Doors

- (i) Windows styles and materials will be permitted by the Design Review Coordinator based on the overall architectural character of the home and relationship to neighbouring homes.
- (ii) Windows shall be wood, finished metal or vinyl.
- (iii) Non-reflective materials must be used, including non-reflective glazing.
- (iv) Window and door trim shall be wood, wood composite, or fiber-cement trim.
- (v) 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.
- (vi) Window and door trim shall be painted or stained an acceptable earth-toned colour.
- (vii) 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.
- (viii) 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.
- (ix) The use of glass block is permitted only on a limited basis at the sole discretion of the Design Review Coordinator.

(k) Decks, Patios and Porches

- (i) For the purpose of these guidelines the following definitions apply:
  - (A) “Deck” means a roofless, floored structure, typically with a railing, that adjoins a house and that is elevated above the finished grade of the immediately adjoining landscape.
  - (B) “Rooftop Deck” means a roofless, floored surface above the main floor living area or garage of a home.
  - (C) “Patio” means an at-grade outdoor space, with hard surface, adjoining a house and that is at the same finished grade of the immediately adjoining



landscape.

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

(ii) Decks

- (A) The design and construction of a deck 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 must be fully contained within the Building Envelope.
- (F) All decks must be clearly illustrated on the plans submitted for design approval.

(iii) Rooftop Decks

- (A) Rooftop decks are permitted only on homes located on the uphill (west) side of the common access road. Rooftop decks must be located on the front and side of the home and must be oriented toward the water.
- (B) Rooftop decks must be fully incorporated into the design of the home.
- (C) Railings must be incorporated into the design of the rooftop deck.
- (D) Use of the roof structure to screen the rooftop deck is encouraged (and may be required at the discretion of the Design Review Coordinator).
- (E) All rooftop decks must be fully contained within the Building Envelope.
- (F) All rooftop decks must be clearly illustrated on the plans submitted for design approval.

(iv) Patios

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

(v) Porches

- (A) Porches shall be located and designed in a manner that is considerate of neighbouring residences and their views.
- (B) All porches must be associated with an entrance to the home.
- (C) Screened porches or open porches on the rear of those homes, which face the water, are encouraged over simple wood porches.
- (D) Patios may be provided as an extension of the covered porch.
- (E) The design and construction of a porch must be complimentary to the design of the principal residence.
- (F) The porch, including all railing elements, must be designed and constructed to complement the home – unfinished woods and metals are not permitted.
- (G) The use of pressure treated lumber for exposed elements is not permitted.
- (H) All elements of the porch must be sized to a scale appropriate to the design



of the home and to express the structural qualities of the various elements (ie. post and columns must be robust to define their role as structural elements).

(I) All porches must be fully contained within the Building Envelope.

(J) All porches must be clearly illustrated on the plans submitted for design approval.

(l) Exterior Lighting

(i) Lighting is to be generally limited to within the Building Envelope. It is intended that all lighting be assessed on the basis of compliance with Dark Sky standards.

(ii) 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 permitted.

(iii) The number of exterior light fixtures shall be limited to those required to provide adequate lighting and shall not be superfluous.

(iv) Seasonal lighting is permitted. All seasonal lighting must be installed no earlier than December 1 and must be removed no later than January 30 of each year.

(m) Building Accessories and Utilities

(i) An Owner may construct on a Strata Lot one (1) accessory building of materials consistent with the principal dwelling and suitable for residential purposes only (i.e. garden storage, pool equipment storage, and general storage).

(ii) Accessory buildings shall be constructed of materials to complement the primary dwelling on the Strata Lot.

(iii) No exterior antennae of any style or purpose are permitted.

(iv) Satellite dishes may be used if discretely located on the building and no greater than 30" (750mm) diameter. No more than one satellite dish is permitted per Strata Lot.

(v) 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.

(vi) 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.

(vii) No HVAC or mechanical equipment, including pool 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.

- (viii) 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.
- (ix) 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.
- (n) Exterior Material and Colour Approval
  - (i) Approval of all exterior building materials and colours is at the sole discretion of the Design Review Coordinator.
  - (ii) To avoid repetition, the colour scheme of previously approved neighbouring houses will be considered when evaluating proposed colour schemes.
  - (iii) The use of a specific colour on an existing residence shall not be considered precedence for its use elsewhere within the Strata.
  - (iv) Each home will be considered individually on its own merits and in relation to neighbouring homes.

## 29. LANDSCAPE GUIDELINES

Landscaping of the entire lot must be completed within one year of occupancy of the home.

Landscaping shall comply with the following parameters.

- (a) Landscape Plantings
  - (i) All Lots shall be fully landscaped to the edge of the frontage road.
  - (ii) Large sodded lawns will be permitted but must be mowed and maintained on a regular basis.
  - (iii) Coniferous trees shall be minimum 2.4 meters height when planted. Deciduous tree shall be minimum 50mm caliper when planted.
  - (iv) Planting design should consider the following:
    - (A) **Hierarchy:** Planting should include a variety of heights; low ground cover, low and medium height shrubs and trees.
    - (B) **Variety:** Utilize coniferous, broadleaf and deciduous plants. Consider form, size, flower, fruit and foliage for achieving variety.



- (C) **Theme:** Although variety is desirable, repetitions of elements will set a theme and help to unify the design. Repeat common plants or forms in different locations.
  - (D) **Massing:** Groupings of plants are preferable to scattered specimens. The best impact is achieved where masses of the same species are used.
  - (E) **Ornaments:** Prefabricated garden ornaments such as wishing wells, animals, gnomes, etc., are undesirable. Rock or stone is a desirable embellishment when used in masses. Ornamental signage (ie "The Lake House") shall not exceed 8" x 24" and must complement the finish and colour scheme of the house.
  - (F) **Local Suitability:** Plants chosen should reflect specific conditions of topography, soils, light and moisture particular to Kooacanusa. Plant selections should consider local native plant material and drought tolerant plant material.
  - (G) **Mulch:** Utilize good quality landscape fabric combined with fine grade shredded bark mulch or rock mulch. White landscape rock is not appropriate mulch treatments.
- (b) Swimming Pools, Hot Tubs and Water Features
- (i) "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 2 feet (600mm) or greater. A swimming pool does not include a factory built hot tub.
  - (ii) Swimming pools may be permitted only with approval from the Design Review Coordinator.
  - (iii) 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. Hot tubs situated in a concealed location are preferred.
  - (iv) 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.
- (c) Retaining Walls
- (i) 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.
  - (ii) Retaining walls should not exceed an exposed height of 4 feet (1.2m) 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.

- (iii) 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.
  - (iv) Any Owner wanting to alter the existing grade on their lot is solely responsible for any and 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.
  - (v) 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.
  - (vi) Walls of pressure treated timber or railway ties are not permitted.
  - (vii) All retaining walls must be constructed completely within the Building Envelope.
- (d) Fencing
- (i) 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 6 feet (1.8m). The desired effect is to ensure that there is no fencing in front yards.
  - (ii) All fencing shall be of standard design and shall be a maximum 4-foot-high, 9-gauge black vinyl chain link or black steel rod, unless otherwise approved by the Design Review Consultant. Alternate 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. In no case will fencing of a solid panel nature be approved.
- (e) Fire Pits
- (i) Fire pits shall be constructed in rear yards only. Fire pits are not permitted in side yards or front yards.
  - (ii) Fire pits must be constructed of non-combustible materials such as stone or concrete. Noncombustible construction of fire ring must extend a minimum of 12" from base of fire pit. The use of cinder block or loose stone for a fire ring is not permitted.
  - (iii) Fire pit must include a non-combustible buffer zone of 1.5 meters around edge of fire ring. The buffer area may be constructed of gravel, concrete or unit pavers.



- (iv) Fire pits must be located a minimum of 3.0 meters from trees or other vegetation and must be a minimum of 6.0 meters from any residence or other building.
- (f) Recreational Equipment and Facilities
  - (i) 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.
  - (ii) All recreational equipment must be located within the Building Envelope in the rear yard of the Lot.
  - (iii) Gazebos and structures must be designed to complement the primary residence and be of similar colours and materials.

## DEFINITIONS

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

- (m) **"Act"** means the Strata Property Act of British Columbia, and any legislation that replaces or supersedes that Act;
- (n) **"Annual General Meeting"** means the annual meeting of all of the Owners held pursuant to the Act;
- (o) **"Attorney"** means an attorney appointed under a Power of Attorney;
- (p) **"Construct"** means to erect, repair, alter, enlarge, add, demolish, remove, excavate or shore.
- (q) **"Construction"** means erection, repair, alteration, enlargement, addition, demolition, removal, excavation and shoring.
- (r) **"Design Guideline"** means an illustrative document, which is maintained and modified as required by the Strata Council. It is intended to provide clarity as to the intent of the Building Scheme as set out in Part Two of this Bylaw and as it may change from time to time, as well as describing the process to apply for a letter of compliance from the Design Review Coordinator.
- (s) **"Design Review Coordinator"** means that person or company engaged by the Strata Corporation as its representative to oversee the Building Scheme and confirm substantial compliance of all homes with the Building Scheme.
- (t) **"Development"** means the larger development of which the Strata Plan forms a part known as "Koocanusa Village" which is intended to be developed in future and which may contain a recreational vehicle park, hotel, residential, commercial or other elements;
- (u) **"Force Majeure"** means acts of God, flood, explosion, fire, earthquake, extreme weather, war, rioting, civil disturbance, strike, shortage of labor and materials, government orders, decisions or administrative rulings, military action, insurrection, terrorist act in any circumstance that is unforeseeable, sudden, insurmountable and beyond the control of the party claiming such Force Majeure.
- (v) **"General Meeting"** means any general meeting other than the Annual General Meeting;
- (w) **"Manager"** means the property manager that may be retained by the Strata Council on behalf of the Strata Corporation from time to time;
- (x) **"Mortgagee"** means any mortgagee of a Strata Lot;
- (y) **"Recreational Vehicle"** means a vehicle which is or was originally designed to travel or to be transported on a highway in British Columbia and constructed or equipped to be used as temporary living or sleeping quarters for seasonal occupancy, or a vehicle



which is designed as a recreational conveyance on or off the highway and, without limiting the generality of the foregoing, includes a trailer, travel trailer, tent trailer, coach, camper, motor home, but not a manufactured home or park model trailer. Recreational vehicles must be connected to wheels that can be used for conveyance on or off the highway.

- (z) **"Special General Meeting"** means a General Meeting other than the Annual General Meeting;
- (aa) **"Owner"** means the person registered in the appropriate Land Title Office as Owner in fee simple of a Strata Lot, whether entitled to it in the Owner's own right or in a representative capacity or otherwise, or, where there is a registered agreement for sale and purchase of the Strata Lot the registered holder of the last registered agreement for sale and purchase; and where there is a registered life estate, the tenant for life;
- (bb) **"Strata Council"** means the elected council of the Strata Corporation;
- (cc) **"Strata Corporation"** means the Strata Corporation created by the filing of the Strata Plan.
- (dd) **"Strata Lot"** means a Strata Lot as shown on Strata Plan;
- (ee) **"Strata Plan"** means the strata plan registered in the appropriate Land Title Office as Strata Plan EPS832
- (ff) **"Structure"** means anything built, placed or constructed that is fixed to, sunk into or supported by the soil or another structure, excluding signs, fences, concrete footings, paved surfaces and retaining walls less than 1.5 meters in height.



# EXHIBIT V

## THE OWNERS, STRATA PLAN EPS832 Koocanusa Village Resort - Lake View Terrace

### Operations Budget For the Year Ended February 29, 2021

|                             | 28-Feb-19<br>Actual | 29-Feb-20<br>Actual | 2019-20<br>Budget | 2020-21<br>Budget |
|-----------------------------|---------------------|---------------------|-------------------|-------------------|
| <b>Revenue</b>              |                     |                     |                   |                   |
| Maintenance fees            | 6,400.00            | 6,400.00            | <b>6,400</b>      | <b>6,400</b>      |
| Revenue from 977230 BC Ltd. |                     |                     |                   |                   |
| Other revenue               | 246.35              | 0.03                |                   |                   |
| House Lease                 | 12,000.00           | 12,000.00           | <b>12,000.00</b>  | <b>12,000</b>     |
| Total Revenue               | 18,646.35           | 18,400.03           | <b>18,400</b>     | <b>18,400</b>     |
| <b>Operating Expenses</b>   |                     |                     |                   |                   |
| Insurance                   | 2,033.00            | 2,049.54            | <b>2,500</b>      | <b>2,500</b>      |
| Bank Charges                | 179.75              | 238.95              | <b>200</b>        | <b>200</b>        |
| Management                  | 4,032.00            | 4,032.00            | <b>4,032</b>      | <b>4,032</b>      |
| Office Expense              | 43.35               | 223.27              | <b>100</b>        | <b>200</b>        |
| House Maintenance           | 1,531.37            |                     | <b>2,850</b>      | <b>1,500</b>      |
| Professional Fees           |                     | 2,557.80            |                   | <b>1,250</b>      |
| Total Operating Costs       | 7,819.47            | 9,101.56            | <b>9,682</b>      | <b>9,682</b>      |
| Contingency contribution    | 8,718.00            | 8,718.00            | <b>8,718</b>      | <b>8,718</b>      |
| Total Expense               | 16,537.47           | 17,819.56           | <b>18,400</b>     | <b>18,400</b>     |
| Surplus (Deficit)           | 2,108.88            | 580.47              | -                 | -                 |

### Contingency Reserve Fund Estimate For the Year Ended February 29, 2021

|                        | 2017-18<br>Actual | 2018-19<br>Actual | 2019-20<br>Actual | 2020-21<br>Estimation |
|------------------------|-------------------|-------------------|-------------------|-----------------------|
| <b>Opening Balance</b> | -                 | 509.01            | 6,728.31          | <b>15,476</b>         |
| <b>Contributions</b>   | -                 | -                 | -                 |                       |
| Annual Contribution    | 526.00            | 8,718.00          | 8,716.00          | <b>8,718</b>          |
| Interest               | 0.01              | 1.30              | 36.85             |                       |
| Transfer from Surplus  |                   |                   |                   |                       |
| Total Contributions    | 526.01            | 8,719.30          | 8,752.85          | <b>8,718</b>          |
| <b>Expenditures</b>    |                   |                   |                   |                       |
| Bank Charges           | (17.00)           |                   | (5.22)            |                       |
| House Insurance Claim  |                   | (2,500.00)        |                   |                       |
| Total Expenditures     | (17.00)           | (2,500.00)        | (5.22)            | -                     |
| Closing Balance        | 509.01            | 6,728.31          | 15,475.94         | <b>24,194</b>         |

EXHIBIT V  
The Owners, Strata Plan EPS832  
Strata Fee Schedule

| For the Lot | Unit Entitlement | General Operating | Contingency Reserve | 2020-21 Annual Fee | 2019-20 Annual Fee | 2018-19 Maint Fee | 2017-18 Maint Fee | 2016-17 Maint Fee | 2020 % increase |
|-------------|------------------|-------------------|---------------------|--------------------|--------------------|-------------------|-------------------|-------------------|-----------------|
| 1           | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 2           | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 3           | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 4           | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 5           | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 6           | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 7           | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 8           | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 9           | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 10          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 11          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 12          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 13          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 14          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 15          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 16          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 17          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 18          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 19          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 20          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 21          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 22          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 23          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 24          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 25          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 26          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 27          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 28          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 29          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 30          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 31          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 32          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 33          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 34          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 35          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 36          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 37          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 38          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 39          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 40          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 41          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 42          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 43          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 44          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 45          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 46          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 47          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 48          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 49          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 50          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 51          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 52          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 53          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 54          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 55          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 56          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 57          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 58          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 59          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 60          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 61          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 62          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 63          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |
| 64          | 1                | 100.00            | -                   | 100.00             | 100.00             | 100.00            | 75.00             | -                 | 0.0             |

**EXHIBIT V**  
**The Owners, Strata Plan EPS832**  
**Strata Fee Schedule**

| Strata Lot<br>Lot | Unit<br>Entitlement | Annual<br>General<br>Operating | Annual<br>Contingency<br>Reserve | Annual<br>Fee | Monthly<br>General<br>Operating | Monthly<br>Contingency<br>Reserve | Monthly<br>Fee |
|-------------------|---------------------|--------------------------------|----------------------------------|---------------|---------------------------------|-----------------------------------|----------------|
| 1                 | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 2                 | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 3                 | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 4                 | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 5                 | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 6                 | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 7                 | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 8                 | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 9                 | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 10                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 11                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 12                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 13                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 14                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 15                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 16                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 17                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 18                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 19                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 20                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 21                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 22                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 23                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 24                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 25                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 26                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 27                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 28                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 29                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 30                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 31                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 32                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 33                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 34                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 35                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 36                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 37                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 38                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 39                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 40                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 41                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 42                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 43                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 44                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 45                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 46                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 47                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 48                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 49                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 50                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 51                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 52                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 53                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 54                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 55                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 56                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 57                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 58                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 59                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 60                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 61                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 62                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 63                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
| 64                | 1                   | 100.00                         |                                  | 100.00        | 8.33                            | -                                 | 8.33           |
|                   |                     | 6,400.00                       | -                                | 6,400.00      | 533.33                          | -                                 | 533.33         |



# EXHIBIT W

## SCHEDULE "J"

### *Strata Property Act*

#### FORM J

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

### RENTAL DISCLOSURE STATEMENT (Sections 139)

Re: Strata Plan EPS832

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

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

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

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

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

# EXHIBIT W

|    |             |
|----|-------------|
| 21 | 01/Feb/2113 |
| 22 | 01/Feb/2113 |
| 23 | 01/Feb/2113 |
| 24 | 01/Feb/2113 |
| 25 | 01/Feb/2113 |
| 26 | 01/Feb/2113 |
| 27 | 01/Feb/2113 |
| 28 | 01/Feb/2113 |
| 29 | 01/Feb/2113 |
| 30 | 01/Feb/2113 |
| 31 | 01/Feb/2113 |
| 32 | 01/Feb/2113 |
| 33 | 01/Feb/2113 |
| 34 | 01/Feb/2113 |
| 35 | 01/Feb/2113 |
| 36 | 01/Feb/2113 |
| 37 | 01/Feb/2113 |
| 38 | 01/Feb/2113 |
| 39 | 01/Feb/2113 |
| 40 | 01/Feb/2113 |
| 41 | 01/Feb/2113 |
| 42 | 01/Feb/2113 |
| 43 | 01/Feb/2113 |
| 44 | 01/Feb/2113 |
| 45 | 01/Feb/2113 |
| 46 | 01/Feb/2113 |
| 47 | 01/Feb/2113 |
| 48 | 01/Feb/2113 |
| 49 | 01/Feb/2113 |
| 50 | 01/Feb/2113 |
| 51 | 01/Feb/2113 |
| 52 | 01/Feb/2113 |
| 53 | 01/Feb/2113 |
| 54 | 01/Feb/2113 |
| 55 | 01/Feb/2113 |
| 56 | 01/Feb/2113 |
| 57 | 01/Feb/2113 |
| 58 | 01/Feb/2113 |
| 59 | 01/Feb/2113 |
| 60 | 01/Feb/2113 |
| 61 | 01/Feb/2113 |
| 62 | 01/Feb/2113 |
| 63 | 01/Feb/2113 |
| 64 | 01/Feb/2113 |

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



# EXHIBIT W

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

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

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

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

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

OR

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

*[Strike out sentence which does not apply.]*

Date: Jan 24/13



Signature of Owner Developer





## 1. Contact

Reed Pope Law Corporation  
202 - 1007 Fort Street  
Victoria BC V8V 3K5  
250-383-3838

Amended Form P

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

Application Type

LTO Document Reference

Form-PA Amended Phased Strata Plan Declaration

CA3011216

## 3. Description of Land

| PID/Plan Number | Legal Description  |
|-----------------|--|
| 028-867-360     | LOT 3 DISTRICT LOT 10348 KOOTENAY DISTRICT PLAN EPP14443 EXCEPT STRATA PLAN EPS832 (PHASE 1) |
| 029-002-940     | STRATA LOT 1 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                         |
| 029-002-958     | STRATA LOT 2 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                         |
| 029-002-966     | STRATA LOT 3 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                         |
| 029-002-974     | STRATA LOT 4 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                         |
| 029-002-982     | STRATA LOT 5 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                         |
| 029-002-991     | STRATA LOT 6 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                         |
| 029-003-008     | STRATA LOT 7 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                         |
| 029-003-016     | STRATA LOT 8 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                         |
| 029-003-024     | STRATA LOT 9 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                         |
| 029-003-032     | STRATA LOT 10 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-041     | STRATA LOT 11 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-059     | STRATA LOT 12 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-067     | STRATA LOT 13 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-075     | STRATA LOT 14 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-083     | STRATA LOT 15 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-091     | STRATA LOT 16 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-105     | STRATA LOT 17 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-113     | STRATA LOT 18 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-121     | STRATA LOT 19 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-130     | STRATA LOT 20 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-148     | STRATA LOT 21 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-156     | STRATA LOT 22 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-164     | STRATA LOT 23 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-172     | STRATA LOT 24 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-181     | STRATA LOT 25 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-199     | STRATA LOT 26 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-202     | STRATA LOT 27 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-211     | STRATA LOT 28 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |
| 029-003-229     | STRATA LOT 29 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832                        |

## EXHIBIT X



## Strata Property Act Filing

|             |   |
|-------------|---|
| 029-003-237 | STRATA LOT 30 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-245 | STRATA LOT 31 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-253 | STRATA LOT 32 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-261 | STRATA LOT 33 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-270 | STRATA LOT 34 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-288 | STRATA LOT 35 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-296 | STRATA LOT 36 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-300 | STRATA LOT 37 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-318 | STRATA LOT 38 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-326 | STRATA LOT 39 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-334 | STRATA LOT 40 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-342 | STRATA LOT 41 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-351 | STRATA LOT 42 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-369 | STRATA LOT 43 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-377 | STRATA LOT 44 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-385 | STRATA LOT 45 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-393 | STRATA LOT 46 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-407 | STRATA LOT 47 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-415 | STRATA LOT 48 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-423 | STRATA LOT 49 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-431 | STRATA LOT 50 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-440 | STRATA LOT 51 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-458 | STRATA LOT 52 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-466 | STRATA LOT 53 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-474 | STRATA LOT 54 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-482 | STRATA LOT 55 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-491 | STRATA LOT 56 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-504 | STRATA LOT 57 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-512 | STRATA LOT 58 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-521 | STRATA LOT 59 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-539 | STRATA LOT 60 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-547 | STRATA LOT 61 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-555 | STRATA LOT 62 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-563 | STRATA LOT 63 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| 029-003-571 | STRATA LOT 64 DISTRICT LOT 10348 KOOTENAY DISTRICT STRATA PLAN EPS832 |
| EPS832      | COMMON PROPERTY STRATA PLAN EPS832                                    |

**Electronic Signature**

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

**Thomas Smythe  
McLachlan  
QMAYRF**

Digitally signed by  
Thomas Smythe McLachlan  
QMAYRF  
Date: 2021-05-18  
14:25:21 -07:00

# EXHIBIT X

## ***Strata Property Act***

### **AMENDED 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:

PID: 028-867-360 Lot 3 District Lot 10348 Kootenay District Plan EPP14443  
except Strata Plan EPS832 (Phase 1)

- 2 That the plan of development is as follows:

(a) The development will consist of four (4) 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   | Completed    | Completed        |
| TWO   | May 1, 2021  | October 31, 2021 |
| THREE | May 1, 2022  | October 31, 2022 |
| FOUR  | May 1, 2023  | October 31, 2023 |

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

| PHASE                  | UNIT ENTITLEMENT |
|------------------------|------------------|
| ONE                    | 64               |
| TWO                    | 18               |
| THREE                  | 2                |
| FOUR                   | 3                |
| TOTAL UNIT ENTITLEMENT | 87               |

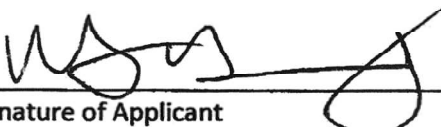
# EXHIBIT X

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

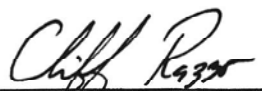
| PHASE | NO. OF STRATA LOTS | DESCRIPTION OF STRUCTURE  |
|-------|--------------------|---|
| ONE   | 64                 | Bare land strata lot for residential purpose for a single family dwelling |
| TWO   | 18                 | Bare land strata lot for residential purpose for a single family dwelling |
| THREE | 2                  | Bare land strata lot for residential purpose for a single family dwelling |
| FOUR  | 3                  | 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   | Completed               |
| TWO   | February 28, 2013       |
| THREE | February 28, 2013       |
| FOUR  | February 28, 2013       |

  
 Signature of Applicant

Date of approval: MAY 3, 2021, 2021.

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

