

DISCLOSURE STATEMENT
OF
LAKEPOINTE VILLAGE

REAL ESTATE DEVELOPMENT MARKETING ACT

This Original Disclosure Statement dated June 24, 2026

Developer

Name:	1286938 BC Ltd. (Inc. No. BC1286938)
Business Address:	c/o INK LLP 1400-128 West Pender Street, Vancouver BC V6B 1R8
Address for service:	c/o Montgomery Miles and Stone Law Firm 510-1708 Dolphin Ave, Kelowna, BC V1Y 9S4
Developer's Brokerage:	Stillhavn Real Estate Services
Address of Brokerage:	103-3200 Richter Street Kelowna, BC V1W 5K9

The Developer may be using its own employees to market the Development who may not be licensed under the *Real Estate Services Act* and are not acting on behalf of the purchaser in marketing the Strata Lots for sale in this Development. The Developer reserves the right to designate a listing agent from time to time to represent the Developer in the sale of the Strata Lots.

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 _____ [insert purchaser's name] _____ [insert purchaser's name] who has confirmed that fact by initialing in the space provided here:		
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DISCLAIMER

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

RIGHT OF RESCISSION

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

PHASED DISCLOSURE STATEMENT

This is a Phased Disclosure Statement filed pursuant to the *Real Estate Development Marketing Act*.

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1. THE DEVELOPER

1.1 Particulars of the Developer

The Developer is a corporation, **1286938 BC Ltd.**, incorporated in British Columbia on February 1, 2021 and its incorporation Number is BC1286938.

1.2 Purpose of Developer

The Developer was incorporated specifically for the purpose of developing the Development and as such has no assets other than the Lands (as defined herein).

1.3 Registered and Records Office of the Developer

The Developer's Registered and Records office is located at: c/o INK LLP, 1400-128 West Pender Street, Vancouver BC V6B 1R8.

1.4 Directors and Officers of the Developer

The Director and Officer of the Developer are:

- (a) Name: Grace Pontes
Position: Director

1.5 Background of the Developer

- (a) Grace Pontes is a CPA, CMA and has worked in the real estate development and finance world for close to 30 years. Grace is the co-founder of a construction company specializing in single-family home buildings and has managed the construction of more than 30 single family homes. Grace is also the co-founder of an architectural firm and licensed build company, where she has created design build solutions for numerous commercial, institutional, multi and single-family residential builders.
- (b) Neither the Developer, nor any principle holder of the Developer, nor any of its directors, within the 10 years before the date of the developer's declaration attached to this 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, and describe any penalties or sanctions imposed.
- (c) Neither the Developer, nor any of its principal holders, nor any of its directors, within the 5 years before the date of the developer's declaration attached to this 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, arrangements, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (d) None of the directors or principal holders of the Developer or any director or officer of the principal holder of the Developer, within the 5 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, and describe any penalties or sanctions imposed, or

- (ii) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Conflicts of Interest of the Developer

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

2. General Description

- 2.1 **General Description of the Development.** The strata development will be created from the phased stratification of the Lands (as defined below) which, when complete, will be comprised of one (1) six-plex, two (2) three-plexes and two (2) four-plexes for a total of 20 residential townhome strata lots (the "**Strata Lots**"). All of the Strata Lots will be created by the registration at the Land Title Office of a plan of subdivision. The proposed phased strata plan is attached hereto as **Schedule "A"** (the "**Development**"). The civic address of the Development is 11565 Okanagan Centre Road East, Lake Country, British Columbia V4V 1G4 and the registered owner of the Lands is the Developer. The legal description of the lands (the "Lands" to be stratified is:

PID: 009-535-438

Legal Description: Lot B Section 22 Township 20 ODYD Plan 10901

- 2.2 **Permitted Use.** The uses contemplated in this Development are those permitted by the District of Lake Country Zoning By-Law 561. The Lands are zoned RM2, which permits low density row housing. Purchasers should review all of the permitted and restricted uses in the excerpt of the RM2 Zoning attached as **Schedule "B"**. Purchasers should obtain further information on permitted uses and restrictions from the District of Lake Country at 10150 Bottom Wood Lake Road, Lake Country, British Columbia, Telephone No.: 250-766-6675 or at the District's website at: <https://www.lakecountry.bc.ca/business-development/planning-building/zoning>

- 2.3 **Phasing.** This is a five (5) phase strata development, with Phase One containing three (3) Strata Lots, Phase Two containing three (3) Strata Lots and Phase Three containing four (4) Strata Lots, Phase Four containing four (4) Strata Lots, and Phase Five containing six (6) Strata Lots. The Developer intends to file a Phased Strata Plan for the Development substantially in accordance with the plan of proposed phased building strata attached as **Schedule "A"**.

The Strata Lots being offered for sale pursuant to this Disclosure Statement are the Strata Lots in Phase One and Phase Two, namely Strata Lots 1 to 6, inclusive.

The Developer's intent is to register a Strata Plan for Phase 1-5 of the Development in the Kamloops Land Title Office, and a reduced copy of the preliminary Strata Plan is attached hereto as **Schedule "C"**. The final dimensions of the Strata Lots may vary slightly from the preliminary plan when construction is completed.

The Developer has obtained approval, in principle, from the approving officer permitting construction of the Strata Lots in Phases. A copy of the proposed Form P, Phased Strata Plan Declaration to be signed by the approving officer and registered at the Land Title Office, is attached as **Schedule "D"**. The Developer reserves the right to make application to the approving officer to amend the order of registration of a phase as consumer demand dictates.

Pursuant to Section 235 of the *Strata Property Act*, a Developer may elect not to proceed with the next phase of a phased strata plan. Paragraph 3 of the Form P shows the date by which the Developer must elect not to proceed with a subsequent phase. In the event the Developer elects not to proceed, the Developer must give written notice to the strata corporation and the approving officer prior to the election dates noted in paragraph 3 of the Form P and file with the Registrar at the Land Title Office a notice of election not to proceed. The Developer is currently proceeding with all phases. If the Developer elects not to proceed with a phase, the Developer will file an amendment to this Disclosure Statement.

3. Strata Information

- 3.1 **Unit Entitlement.** The unit entitlement figure indicates the share of an owner in the common property, and other assets of the strata corporation. It is also the figure used to determine the owner's contribution towards the common expenses. The unit entitlement of each Strata Lot in the Development is set out in the Form V, Schedule of Unit Entitlement, attached as **Schedule "E"**.
- 3.2 **Voting Rights.** Pursuant to Section 53 of the *Strata Property Act*, each Strata Lot has one (1) vote at an annual or any special general meeting of the Strata Corporation.
- 3.3 **Common Property.** The Common Property consists of access roads, green space, sewer and utilities (the **"Common Property"**). All Strata Lot owners will be entitled to use the Common Property in accordance with the strata corporation's Bylaws which will regulate its use. The strata corporation will maintain and operate the Common Property as part of its duties. The costs incurred in maintaining and operating the Common Property will be included in the budget of the strata corporation and included in each Strata Lot's monthly strata fees. The Development will not have any Common Facilities.
- 3.4 **Limited Common Property.** The limited common property is an area within the Common Property that may be used exclusively by one or more Strata Lot owner(s) and any additional maintenance expense created thereby will be paid by such owners. Patios, balconies, backyards and driveways attached or adjacent to the Strata Lots will be designated as Limited Common Property for the exclusive use of the owner of that respective Strata Lot. The owner of the Strata Lot is responsible for repairing and maintaining the Limited Common Property designated for the exclusive use of that Strata Lot except for repairs and maintenance that in the ordinary course of events occurs less often than once a year. The responsibilities of the owners and the Strata Corporation for repairing and maintaining the Limited Common Property in the Development is set out in the Bylaws for the Strata Corporation as set out in paragraph 3.5 below.
- 3.5 **Bylaws.** The Bylaws of the strata corporation will be in the form attached as **Schedule "F"** which will be filed in the Land Title Office concurrently with the filing of the first phase of the Strata Plan. All bylaws are subject to change by a resolution passed by a $\frac{3}{4}$ vote of the strata corporation from time to time.

The provisions which impose restrictions on occupants are as follows:

None

The provisions which impose restrictions on pets are as follows:

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

- (a) a reasonable number of fish or other small aquarium animals;*
- (b) a reasonable number of small caged mammals;*
- (c) up to 2 caged birds;*
- (d) two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat, which must be licensed in accordance with any municipal, regional or other requirements*

For greater clarity, no owner, tenant, occupant or visitor is permitted to keep, harbour, or bring any exotic pets within a strata lot or on the strata plan, which exotic pets include, but are not limited to, snakes, reptiles, spiders, or large members of the cat family.

An owner, tenant, occupant or visitor must:

- (a) ensure that the pet is within his or her care and control and on a leash, tether or chain of not more than two (2) meters in length, within an appropriate pet carrier or container, or otherwise appropriately secured at all times when on the common property or on land that is a common asset;*
- (b) immediately clean up after the pet; and*
- (c) ensure that the pet does not cause or create a nuisance or continued disturbance.*

Visiting pets (pets kept in a strata lot for no longer than six (6) weeks in any six (6) month period) are permitted within the bounds of the Strata Plan, subject to the pet owner also being a visitor at the same time. No more than two (2) visiting pets are permitted. Council may provide written approval to permit longer pet visits, which approval is not to be unreasonably withheld.

Pet sitting (pets kept in a strata lot without the pet owner being a visitor at the same time) is only permitted if the number of pets as in subsection (1) above is not exceeded.

The provisions which impose restrictions on use are as follows:

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

- (a) causes a nuisance or hazard to another person,*
- (b) causes unreasonable noise,*
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,*

(d) *is illegal, or*

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

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

Notwithstanding any other bylaw or rule of the strata corporation and despite any legalization or decriminalization; marijuana production within a condominium development has the potential to cause disturbing odours, mould proliferation and/or other risks and insurability concerns. Therefore, cultivation (growing) of marijuana plants, and/or processing or production of marijuana products is prohibited within the bounds of the strata plan, except that:

(a) *Legally permissible, small scale preparation of marijuana for personal use or consumption by a resident is permitted, provided that no marijuana plants are cultivated (grown) within the strata plan and provided that preparation does not cause damage to property, insurable risk or any disturbance whatsoever. It is the responsibility of the resident to ensure that such issues are strictly avoided.*

An owner, tenant, occupant, or visitor must not use the private dwelling house for short term commercial recreational/vacation purposes or in a commercial manner of a motel/hotel/bed and breakfast unit.

The provisions which impose restrictions on rentals are as follows:

Within two weeks after renting all or part of his or her strata lot, an owner or landlord must give the strata corporation a copy of the Notice of Tenant's Responsibilities ("Form K"), signed by the tenant. The contact information for the tenant must include a phone number.

The provisions which impose restrictions on resale are as follows:

None

- 3.6 **Parking.** There will be two (2) parking spots for each Strata Lot. The two (2) parking spots will be located in the enclosed garage. There will be no parking spaces for visitors in the Common Property. There will be no on street parking permitted, nor any designated parking for recreational vehicles, boats, trailers, or campers.
- 3.7 **Furnishings and Equipment.** As part of the purchase price, each Strata Lot will include, a fridge, a stove, a hood fan, dishwasher, and a washer and dryer. There will be no other furnishings included in the purchase price of the Strata Lot.
- 3.8 **Proposed Budget and Estimated Strata Fees.** The Strata Corporation will pay for maintenance of the Common Property and the administration of the Strata Corporation. The estimated budget and the estimated monthly strata fees based on unit entitlement of each Strata Lot is as set out in **Schedule "G"**.
- 3.9 **Utilities and Services.** The particulars of the services and utilities provided are as follows:
- (1) Water is provided by the District of Lake Country. The cost will be billed to the strata

corporation and included in the monthly strata fees.

(2) Electricity is provided by BC Hydro and will be metered and assessed separately for each Strata Lot. Electricity supply for the outdoor lighting and common areas will be assessed to the strata corporation and included in the monthly strata fees.

(3) Sewage disposal will be provided by the District of Lake Country and the cost will be included in each of the Strata Lot owner's property taxes.

(4) Natural Gas is provided by Fortis BC and will be metered and assessed separately for each Strata Lot and each owner is responsible to pay any fees associated with this utility.

(5) Local fire protection services are provided by the District of Lake Country and such cost will be included in each of the Strata Lot owners' property taxes.

(6) Telephone service is provided by either Telus or Shaw Cable. Telephone charges will be separately assessed to each Strata Lot. Cable service is provided and owners may choose from two suppliers, namely Telus and Shaw Cable. Cable charges will be separately assessed to each Strata Lot and each owner is responsible to pay any fees associated with this utility.

(7) Garbage Disposal will be provided by the District of Lake Country and the cost will be included in each of the Strata Lot owner's property taxes.

Each of the above utilities has been provided to each Strata Lot at or before completion of the purchase and sale of each such Strata Lot. Each Strata Lot owner will be solely responsible to apply to each utility provider for hook up of utilities and to pay any associated hook up costs.

- 3.10 **Strata Management Contracts.** The Developer has made preliminary agreements, which will be finalized prior to completing the formation of a strata council, for the strata corporation to enter into a formal written management contract with: Lifestyles Strata Management, whom is arm's length and not related to the Developer or its directors to provide property management services to the strata corporation.

When appropriate to do so, the Developer may enter into, or cause the Strata Corporation to enter into or assume, the following agreements:

- (a) Landscaping and gardening maintenance agreement;
- (b) Fire alarm and security system maintenance agreement;
- (c) Private garbage/waste removal agreement;
- (d) Snow removal agreement; and
- (e) Maintenance and rental agreement or agreements with respect to certain Common Property and equipment.

Once entered into, these agreements will be disclosed by an amendment to this disclosure statement.

3.11 **Insurance.**

- (a) The Developer will maintain its own insurance coverage until the registration of the strata plan at the Land Title Office at which time, the strata corporation must obtain insurance for the strata corporation, insuring on the basis of full replacement value for common property, common assets, buildings shown on the strata plan, equipment and fixtures built or installed on a Strata Lot, if the fixtures are built or installed by the Developer as part of the original construction on the Strata Lot as required under the *Strata Property Act* and include coverage of the Strata Lots

against major perils, as set out in the *Strata Property Act*, such as fire. Additionally, the strata corporation will have liability insurance, against liability for property damage and bodily injury in an amount not less than \$5,000,000.00. The expense of the all-risk broad form insurance policy of the strata corporation shall be borne by the strata corporation. The Developer may pay the premiums for the first year, but will seek reimbursement from the strata corporation as funds become available.

- (b) An owner is responsible for insuring the contents of his/her Strata Lot including all furnishings and improvements made by the owner within his/her Strata Lot. Owners must satisfy themselves that any upgrades to their Strata Lot are included in the insurance placed by the Strata Corporation.

4. Title and Legal Matters.

4.1 Legal Description.

Parcel Identifier: 009-535-438

Legal Description: Lot B Section 22 Township 20 ODYD Plan 10901 (the “**Lands**”)

Following registration of the Strata Plan, the legal description of the Development is expected to be Strata Lots 1-20, Section 22, Township 20, ODYD, Strata Plan EPS (number to be assigned by the Land Title Office).

4.2 Ownership.

The Lands are legally and beneficially owned by the Developer.

4.3 Existing Encumbrances and Legal Notations.

The following are non-financial encumbrances which are registered against the Lands and which will remain on the title to the Lands. The following descriptions are summaries only. Each of the documents and corresponding plans, if any, are available at the Kamloops Land Title Office.

Legal Notations: None

The following Non-Financial Encumbrances are registered against title to the Lands:

Covenant No. CA6948601 in favour of District of Lake Country requiring the developer of the lands to construct a technically suitable marked crossing, a flashing crosswalk or other signalized intersection at the intersection of Okanagan Centre Road East and Davidson Road, and to continue the construction of the sidewalk fronting the lands on the east side of Okanagan Centre Road East, south to Robinson Road.

Statutory Right of Way No. CB1472200 in favour of FortisBC Energy Inc. allowing access to the charge holder for the purposes of installing and maintaining an underground pipeline for the distribution of gas.

Covenant CB2497966 in favour of District of Lake Country as security for payment of fees by the Developer to the District of Lake Country, prior to December 31, 2026.

Financial Encumbrances which are registered on the title to the Lands:

Mortgage No. CB2807730 in favour of GCA Capital Corporation

Assignment of Rents CB2807731 in favour of GCA Capital Corporation

Complete copies of the charges listed above are available to the public at the Kamloops Land Title Office. Other non-financial encumbrances, including equitable charges and legal notations, may be registered against title to the Lands if required by the District of Lake Country, or other governmental authorities or utilities.

In addition, although no encumbrance will appear against title to the Lands, any of the Strata Lots or common property, pursuant to Section 69 of the *Strata Property Act*, each Strata Lot and the common property shall have the benefit of and be subject to the burden of various easements for support and shelter, and for the passage or provisions of water, sewage, drainage, gas, oil, electricity, garbage, heating and cooling systems and other services, including telephone, radio and television, through or by means of any pipes, wires, cables, chutes, ducts or other facilities.

4.4 Proposed Encumbrances.

The Developer anticipates registration of the following encumbrances or charges against title to the Lands:

- (a) possible Statutory Rights of Way in favour of utility companies or the District of Lake Country for the purpose of allowing the utility companies or the District of Lake Country access over the Lands to install and maintain required utility works;
- (b) an Easement in favour of the Developer for access to and from the Strata Lots under construction via the common property roadway; and
- (c) an access easement over Phase 1 and 2 for the benefit of future phases.

4.5 Outstanding or Contingent Litigation or Liabilities.

There are no outstanding or contingent litigation or liabilities in respect of the Development or against the Developer that may affect the Strata Corporation or Strata Lot owners.

4.6 Environmental Matters.

The Developer is not aware of any dangers regarding the soil or subsoil nor is the Developer aware of any requirements imposed by the District of Lake Country or other governmental authorities relating to flooding or conditions of the subsoil or any other environmental matter.

5. Construction and Warranties.

5.1 Construction Dates.

The construction of Phase 1 has commenced, and is estimated to be completed between June 1, 2026 and September 1, 2026 subject to construction delays reasonably beyond the control of the Developer.

The Construction of Phase 2 has commenced, and is estimated to be completed between June 1, 2027 and September 1, 2027 subject to construction delays reasonably beyond the control of the Developer.

The construction of Phase 3 is estimated to commence between June 1, 2027 and September 1, 2027 and to be completed between June 1, 2028 and September 1, 2028 subject to construction delays reasonably beyond the control of the Developer.

The construction of Phase 4 is estimated to commence between June 1, 2028 and September 1, 2028 and to be completed between June 1, 2029 and September 1, 2029 subject to construction

delays reasonably beyond the control of the Developer.

The construction of Phase 5 is estimated to commence between June 1, 2029 and September 1, 2029 and to be completed between June 1, 2030 and September 1, 2030 subject to construction delays reasonably beyond the control of the Developer.

The Developer may amend or extend these constructions dates and, in the event the Developer does so, the purchaser shall receive an amended Disclosure Statement within a reasonable period of time.

The Developer reserves the right to elect to proceed: (i) earlier than the estimated dates set out in paragraph 5.1(a); (ii) with more than one phase at a time; (iii) to register such phases at the Land Title Office concurrently.

5.2 **Warranties**

The Development is being constructed by a licensed builder under the *Homeowners Protection Act*. The Development, including each of the Strata Lots, will be covered by the mandatory warranties required under the Homeowners Protection Act and will include coverage for defects in materials and labour for a period of two (2) years from the date the warranty commences, defects in the building envelope(s) for a period of five (5) years and structural defects for a period of ten (10) years. Improper or inadequate maintenance may void warranty coverage. Manufacturers warranties on all appliances and common area equipment will be assigned to the Strata Lot owner or the strata corporation, respectively, providing such assignment is permitted by the warranty.

5.3 **Previously Occupied Building**

The Strata Lots will be newly constructed and will not be pre-existing buildings.

6. **Approvals and Finances.**

6.1 **Development Approval**

The District of Lake Country has issued a development permit to the Developer approving the Development in principle, a copy of which is attached as **Schedule "H"**. The District of Lake Country has issued Building Permits for Phase 1 and Phase 2 of the Development under Permit Numbers BP009645 BP009626.

6.2 **Construction Financing**

The Developer has secured financing from their lender (the "Lender") for the cost of construction and completion of the Development, including the installation of all utilities and other services associated with the Development.

Title to the Strata Lots are subject to a mortgage and assignment of rents (the "Lender's Financing Charges") to secure the financing. The Developer will ensure that no purchaser will take title to a Strata Lot unless the Lender's Financing Charges and any deposit protection insurance security is discharged or undertakings are in place to permit such discharge.

7. **Miscellaneous.**

7.1 **Deposits**

The Purchaser's deposit will be held in the trust account of the Developer's Lawyer, Montgomery Miles & Stone Law Firm, in accordance with the terms of the contract of purchase and sale and in

the manner required by the *Real Estate Development Marketing Act*.

7.2 Purchase Agreement.

The Developer intends to use the form of purchase agreement attached as **Schedule “I”**.

(a) The terms and conditions upon which the purchase agreement may be terminated are as follows:

(i) Paragraph 2 of Schedule A of the purchase agreement:

“7 DAY RESCISSION PERIOD: *In accordance with the Real Estate Development Marketing Act, the Buyer shall have a seven (7) day period from the later of: (a) the date this Agreement is entered into, or (b) the date the Seller obtains from the Buyer a written acknowledgment that the Buyer has had an opportunity to read the Disclosure Statement, to cancel this contract by delivery of a Cancellation Notice to the Seller by 5:00 p.m. on or before the seventh (7th) day following such later date. If the Cancellation Notice is so delivered, any deposit monies received by the Seller shall be returned to the Buyer and this Agreement shall be null and void. This right of rescission may not be waived by the Buyer.”*

(ii) Paragraph 34 of Schedule A of the purchase agreement:

“SELLER’S TERMINATION RIGHT: *The Seller will have the right, but not the obligation, to cancel this Contract by giving notice in writing to the Buyer or the Buyer’s solicitors at any time on or before June 24, 2027 (or if a later date results from the application of section 13 (Outside Date), then by such later date) (referred to herein as the “Termination Date”), if by the Termination Date, the Seller is not satisfied with all aspects of the Development or Phase and decides not to proceed with the Development or Phase and the sale of the Strata Lot under this Contract. The Seller’s right to cancel this Contract as aforesaid is for the sole and exclusive benefit of the Seller, and may be exercised or waived by the Seller in its sole and absolute discretion, and if the Seller delivers such written notice as contemplated in this section 34 (Seller’s Termination Right), then this Contract will be null and void effective as of the day such notice is given by the Seller, the Seller will repay to the Buyer the Deposit (or that portion received by the Seller) and neither party will have any further obligation to the other hereunder. Any interest earned on the deposit will accrue to the benefit of the Seller and shall not be returned to the Buyer, unless so required under the provisions of the Real Estate Development Marketing Act (British Columbia). If the Seller does not give such notice to the Buyer pursuant to this section 34 (Seller’s Termination Right), then the Seller is deemed not to have exercised its right to cancel the Contract pursuant to this section 34 (Seller’s Termination Right). The Buyer acknowledges that it has received separate good and valuable consideration from the Seller in return for which the Buyer agrees not to revoke its offer herein while this Contract remains subject to the foregoing conditions in favour of the Seller.”*

(iii) Paragraph 13 of Schedule A of the purchase agreement:

“OUTSIDE TERMINATION DATE. *If the Sellers have been unable to complete the sale of the Property by September 1, 2033 (the “Outside Date”) at no fault of the Buyers, then, the Buyer may, by written notice to the Seller no later than 30 days following the Outside Date cancel this Contract, the Buyer will be entitled to receive back the Deposit paid by the Buyer under this Contract and any interest accrued thereon shall be paid to the Seller and:*

- a. *thereafter, this Contract shall be terminated and of no further force or effect and the Buyer (by providing notice) and the Seller (by returning the Deposit) shall be deemed to have each released the other from all liabilities and obligations hereunder and neither party shall have any further claims against the other for damages, costs or expenses, unless*
- b. *the Sellers are delayed from completing construction of the Property as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, pandemic, interference of the Buyers, or any other event of any nature whatsoever beyond the reasonable control of the Sellers, then the Outside Date will be extended for a period equivalent to such period of delay, provided that the cumulative extensions under this subsection shall not exceed twelve (12) months in the aggregate. If the cumulative extensions exceed twelve (12) months, the Buyer may, by written notice to the Seller, cancel this Contract and receive a full refund of the Deposit together with any interest accrued thereon, as the Buyer's sole remedy."*

(iv) Paragraph 23 of Schedule A of the purchase agreement:

"TIME: Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option:

- a. *terminate this Contract by written notice to the Buyer, and, in such event, all amounts paid by the Buyer will be absolutely forfeited to the Seller on account of liquidated damages without prejudice to the Seller's other remedies and the Seller's Solicitors or the Seller's Agent are authorized to pay the amount held by them to the Seller upon written demand by the Seller; or*
- b. *elect to complete the transaction contemplated by this Contract, in which event the Buyer will pay to the Seller, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month compounded monthly (equivalent to 26.8% per annum) from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.*

The Seller may so cancel this Contract at any time during the continuance of the default by the Buyer, even if the Seller has previously elected to complete the transaction."

(b) The following is the only provision in the purchase agreement that allows for an extension of time for completing that purchase agreement:

(i) Paragraph 11 of Schedule A of the purchase agreement:

"COMPLETION: The completion date (the "Completion Date") will be that date set out in a notice to the Buyers from the Seller or Sellers lawyer and will be no less than 14

days after the Sellers or the Sellers' lawyer notifies the Buyers or Buyers' lawyer that the Property is ready to be occupied meaning an Occupancy Certificate and title registration have been issued for the strata lot. For the purpose of this section, an Occupancy Certificate shall be deemed to have been given whether such permit is temporary, conditional or final and refers to the Buyer's strata lot only and not to the occupation of other units in the Development or the common property. The notice of the Completion Date delivered to the Buyers or the Buyers' lawyer may be based on the Sellers' estimate as to when the Property will be ready to be occupied. If the Property is not ready to be occupied on the Completion Date so established, then the Seller may delay the Completion Date for a period of time not exceeding 60 days, by providing written notice of such delay to the Buyers or the Buyers' lawyer at least three (3) business days prior to the Completion Date. The Seller may exercise this right of delay only once."

- (ii) Paragraph 12 of Schedule A of the purchase agreement:

***"OUTSIDE TERMINATION DATE.** If the Sellers have been unable to complete the sale of the Property by September 1, 2033 (the "Outside Date") at no fault of the Buyers, then, the Buyer may, by written notice to the Seller no later than 30 days following the Outside Date cancel this Contract, the Buyer will be entitled to receive back the Deposit paid by the Buyer under this Contract and any interest accrued thereon shall be paid to the Seller and:*

- c. thereafter, this Contract shall be terminated and of no further force or effect and the Buyer (by providing notice) and the Seller (by returning the Deposit) shall be deemed to have each released the other from all liabilities and obligations hereunder and neither party shall have any further claims against the other for damages, costs or expenses, unless*
- d. the Sellers are delayed from completing construction of the Property as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, pandemic, interference of the Buyers, or any other event of any nature whatsoever beyond the reasonable control of the Sellers, then the Outside Date will be extended for a period equivalent to such period of delay, provided that the cumulative extensions under this subsection shall not exceed twelve (12) months in the aggregate. If the cumulative extensions exceed twelve (12) months, the Buyer may, by written notice to the Seller, cancel this Contract and receive a full refund of the Deposit together with any interest accrued thereon, as the Buyer's sole remedy."*

- (iii) Paragraph 22 of Schedule A of the purchase agreement:

***"FORCE MAJEURE:** Notwithstanding clause 21 above, if either party, despite its best efforts, is delayed from completing the transaction due to: acts of God, landslide, flood, tempest, washout, fire, lightning, disaster, earthquake, storm, epidemic, pandemic, quarantine, or civil disturbance (an "Event") within a 100-kilometre radius*

of the Property, then the affected party's solicitor shall provide notice (the "Force Majeure Notice") to the other party's solicitor of such Event no more than three (3) business days prior to Completion date and no later than noon on the Completion Date. Upon receipt of the Force Majeure Notice, the Completion, Possession and Adjustment Dates shall be extended one time to the first business day which occurs thirty (30) days following the Force Majeure Notice and time shall remain of the essence.

The parties are advised to seek legal advice regarding how this clause may affect any related transactions that are closing on the original completion date."

(c) The following is the provision in the purchase agreement that allows for assigning that purchase agreement to a new purchaser:

(i) Paragraph 32 of Schedule A of the purchase agreement:

"ASSIGNMENTS (REDMA REQUIREMENTS): *Except as set out below, any assignment of this Agreement is prohibited. An assignment under REDMA is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the Buyer under the purchase agreement to another person or is a subsequent transfer. Each proposed party to an assignment agreement must provide the Seller (as the developer) with the information and records required under REDMA.*

The Seller hereby provides to the Buyer express notice that before the Seller consents to the assignment of this Agreement, the Seller will be required to collect information and records under REDMA from each proposed party to an assignment agreement, including personal information, respecting the following:

- a. the party's identity;*
- b. the party's contact and business information;*
- c. the terms of the assignment agreement.*

Information and records collected by the Seller must be reported by the Seller to the Condo and Strata Assignment Integrity Register ("CSAIR"). The information and records may only be used or disclosed for tax purposes and other purposes authorized by Section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

The Buyer, by signing this Agreement, expressly acknowledges having received notice from the Seller of the Seller's obligations to collect from the Buyer, any proposed assignee and any other party in connection with its consent to the assignment, the information and records required by all applicable laws in effect from time to time including in particular (but without limitation) the provisions of REDMA (including in particular Section 20.3(2) thereof) and the regulations pursuant thereto, (collectively, the "Applicable Laws") and the Buyer expressly acknowledges and agrees:

- d. to provide, and cause to be provided, to the Seller all information and records of the parties to any proposed assignment required by all Applicable Laws as is necessary or requested by the Seller to permit the Seller to consider any requested*

assignment of this Agreement and to comply with the requirements of, and the obligations of the Seller pursuant to, all such Applicable Laws. This covenant will survive the completion of the transaction contemplated by this Agreement or the termination of this Agreement for any reason;

- e. that such information and records collected by the Seller (including personal information) must be reported by the Seller to CSAIR, and that such information and records may only be used or disclosed for tax purposes and other purposes authorized by REDMA or any other Applicable Laws, which includes disclosure to the Canada Revenue Agency;*
- f. that whether or not the Seller consents to any assignment of the Buyer's interest in this Agreement in accordance with the terms hereof, the Buyer will not, under any circumstances, assign the Buyer's interest in this Agreement in a manner that qualifies as an "avoidance transaction" as such term is defined under Section 2.04 of the Property Transfer Tax Act; and*
- g. to indemnify and hold harmless the Seller and each of the Seller's directors, officers, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, duties, levies, fees, penalties, and all costs and expenses that the Indemnified Parties (or any of them) may suffer or incur under any Applicable Laws in effect from time to time, including without limitation, the Property Transfer Tax Act or any regulation(s) thereunder, in connection with any assignment or proposed assignment of the Buyer's interest in this Agreement, and this indemnity will not merge on closing but will survive the completion of the transaction contemplated in this Agreement or the termination of this Agreement for any reason."*

- (ii) Paragraph 33 of the purchase agreement:

"ASSIGNMENT (DEVELOPER REQUIREMENTS): *The Buyer may only assign his or her rights under this Agreement: a) in accordance with the REDMA Requirements (above), b) with the prior written approval of the Seller or the Seller's agent, such approval not to be unreasonably withheld, and c) have the request for assignment submitted to the Seller for approval at least thirty (30) days prior to the Completion Date. If this Agreement is assigned and each time this agreement is assigned, the Seller or the Seller's agent shall require the Buyer to pay the Seller's legal and compliance costs in the sum of \$2,500 plus GST and to complete the Seller's assignment form. No assignment by the Buyer of his or her interest in the Property or in this Agreement shall have the effect of releasing the Buyer from his or her obligations and liabilities hereunder. The Seller may, in its sole discretion, waive in whole or in part the 2% administration fee (with a payment of a minimum fee of \$2,500.00 plus GST) where the Seller is satisfied that the assignment is to a Buyer's immediate family member or to a privately held corporation controlled by the Buyer. Notwithstanding the foregoing, the Seller may reasonably refuse consent to any assignment if the Seller has units for sale in the Development or any other development controlled by the Developer within 1km of the Development."*

(d) The following are the provisions in the purchase agreement for the purchaser or the Developer to receive interest on deposit monies:

(i) Paragraph 3 of the purchase agreement:

***"DEPOSIT:** A deposit equal to 10% of the Purchase Price (being \$ _____) (the "Deposit") payable by bank draft or certified cheque within seven (7) days of acceptance of this Offer which will form part of the Purchase Price. All monies paid pursuant to this section will be paid in accordance with section 17 and will be delivered in trust to **"Montgomery Miles and Stone Law Firm, in trust"** in accordance with the provisions of the Real Estate Development and Marketing Act ("REDMA"). In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. When received, the Deposit may, at the Seller's discretion, be deposited in an interest-bearing trust account with interest to accrue to the benefit of the Seller, except if such funds are refundable to the Buyer as set out in this Agreement."*

(ii) Paragraph 1 of Schedule A of the purchase agreement:

***"DEPOSIT HOLDER:** The Seller and the Buyer hereby irrevocably authorize the Seller's Solicitors:*

- a. at the Seller's option, to hold the Deposit until the seven (7) day rescission period under the Real Estate Development and Marketing Act has expired;*
- b. to deal with the Deposit and all interest earned thereon in accordance with the provisions of this Agreement, notwithstanding the provisions of sections 28 and 29 of the Real Estate Services Act (British Columbia);*
- c. to interplead the Deposit and all interest thereon, 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 Solicitors with respect to the Deposit; and*
- d. to transfer the Deposit to any other deposit trustee designated from time to time by the Seller in its discretion in accordance with the Real Estate Development Marketing Act (British Columbia) and all amendments thereto."*

7.3 **Developer's Commitments.** There are no commitments of the Developer other than to build the Strata Lots and ensure the provision of the New Home Warranty protection.

7.4 Other Material Facts.

- (a) The Developer advises that some of the Strata Lot owners may take possession and occupy their Strata Lot while construction continues on future phases of the Development. Strata Lot owners should expect noise, dust, disruption of services and other such inconveniences normally associated with construction during construction hours until completion of the Development.
- (b) There are no material facts that are not disclosed herein that the Developer is aware of that could be reasonably expected to affect the value, price or use of any Strata Lot of the Development.

Signatures

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

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 the 24th day of June, 2026.

1286938 BC Ltd.
by its Authorized Signatories:



Grace Pontes

By the Directors in their personal
capacities:



Grace Pontes

SCHEDULE "A"

SKETCH PLAN TO ACCOMPANY FORM P, PROPOSED 5-PHASE BUILDING STRATA OF LOT B, SEC 22, TP 20, ODYD, PLAN 10901.

DISTRICT OF LAKE COUNTRY
BCGS 82L.003
SCALE 1:500 METRIC



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

LEGEND

SL Denotes Strata Lot

1 Building Number

Distances shown are in metres and decimals thereof.

Strata Lots defined by centreline of all walls.

Lot dimensions are derived from Land Title Office records (Plans 10901, 15804, 16267, 18711, 39355, and EPP52304).

Lot dimensions, and offsets to boundaries shown may vary upon completion of a comprehensive legal survey.

Bearings shown are approximate grid bearings derived from Plan EPP52304.

Building locations shown are based on Site Plans provided by NORR Architects Planners Inc. and Protech Consulting May 16, 2022.

Civic Address:
11565 Okanagan Centre Road
Kelowna BC V1Y 5N7

DA Goddard Surveys

1315 St. Paul Street, Kelowna BC
File: 421141-DS r3 June 12, 2025



15.5.RM2 – Low Density Row Housing**15.5.1. Purpose**

The purpose is to provide a zone for low density row housing and compatible secondary uses on urban services.

15.5.2. Principal Uses

- (a) multiple dwelling housing
- (b) two dwelling housing

15.5.3. Secondary Uses

- (a) care centres, minor
- (b) home occupation
- (c) utility services, minor impact

15.5.4. Buildings and Structures Permitted

- (a) duplex housing;
- (b) row housing;
- (c) semi-detached housing;
- (d) accessory buildings or structures.

15.5.5. Subdivision Regulations

- (a) WIDTH
The minimum lot width is 30.0 m.
- (b) DEPTH
The minimum lot depth is 30.0 m.
- (c) AREA
The minimum lot area is 1000 m².

15.5.6. Development Regulations

- (a) FLOOR AREA RATIO
The maximum floor area ratio is 0.5, except it is 0.55 with a housing agreement pursuant to the provisions of Section 7.10. Where screened parking spaces are provided totally under habitable or common amenity areas, the floor area ratio may be increased by 0.08 multiplied by the ratio of such parking spaces to the total required up to a maximum of 0.08.
- (b) SITE COVERAGE
The maximum site coverage is 45%, provided that the maximum site coverage of buildings, driveways and parking areas is not more than 50%.
- (c) HEIGHT
The maximum height is the lesser of 9.5 m or 2 ½ storeys, except it is 4.5 m for accessory buildings and structures.

(d) FRONT YARD

The minimum site front yard is 4.5 m, except it is 6.0 m to a garage door or carport entrance.

(e) SIDE YARD

The minimum site side yard is 4.0 m for a 1 or 1½ storey portion of a building or an accessory building or structure and 4.5 m for a 2 or 2½ storey portion of a building, except it is 4.5 m from a flanking street unless there is a garage accessed from the flanking street, it is 6.0 m. Side yards are not required on a lot line that has a party wall.

(f) REAR YARD

The minimum site rear yard is 6.0 m for a 1 or 1½ storey portion of a building and 7.5 m for a 2 or 2½ storey portion of a building, except it is 1.5 m for accessory buildings.

(g) No principal building shall be closer than 3.0 m to another principal building.

15.5.7. Other Regulations

(a) DWELLINGS

No more than 6 dwellings may be located in a building.

(b) PRIVATE OPEN SPACE

A minimum area of 25 m² of private open space shall be provided per dwelling.

(c) ADDITIONAL REGULATIONS

In addition to the regulations listed above, other regulations may apply. These include the general development regulations of Section 7 (accessory development, yards, projections into yards, lighting, agricultural setbacks, etc.), the landscaping and fencing provisions of Section 8, the parking and loading regulations of Section 9, the specific use regulations of Section 10, and the sign regulations of Section 11.

PROPOSED 5-PHASE BUILDING STRATA OF LOT B, SEC 22, TP 20, ODYD, PLAN 10901.

DISTRICT OF LAKE COUNTRY
BCGS 82L 003
SCALE 1:500 METRIC



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

LEGEND

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1 Building Number

Distances shown are in metres and decimals thereof.

Strata Lots defined by centreline of all walls.

Lot dimensions are derived from Land Title Office records (Plans 10901, 15804, 16267, 18711, 39355, and EPP52304).

Lot dimensions, and offsets to boundaries shown may vary upon completion of a comprehensive legal survey.

Bearings shown are approximate grid bearings derived from Plan EPP52304.

Building locations shown are based on Site Plans provided by NORR Architects Planners Inc. and Protech Consulting May 16, 2022.

Civic Address:
11565 Okanagan Centre Road
Kelowna BC V1Y 5N7

DA Goddard Surveys
1315 St. Paul Street, Kelowna BC
File: 421141-DS r3 June 3, 2025

SCHEDULE "C"

SHEET 1 OF 16 SHEETS
SITE PLAN

2
PLAN 16267

1
PLAN 16267

A
PLAN 10901

C
PLAN 10901

OKANAGAN CENTRE ROAD



BUILDING 1 BASEMENT LEVEL

SCALE 1:200 METRIC



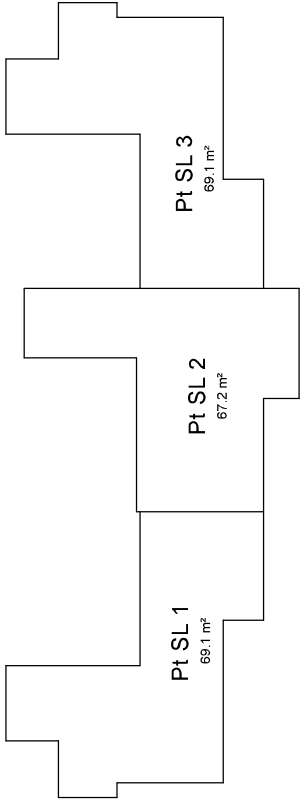
The intended plot size of this plan is 432mm in width by 280mm in height (B-size) when plotted at a scale of 1:200 METRIC.

LEGEND

- LCP Denotes "Limited Common Property, limited for the use of Strata Lot."
- Pt Denotes Part
- SL Denotes Strata Lot
- NH Denotes Non Habitable

Strata Lot boundaries are defined horizontally by the midpoint of the structural portion of exterior walls and the midpoint of the structural portion of walls between strata lots.

Strata Lot boundaries are defined vertically by the underside of concrete slab, and the midpoint of the structural portion of ceiling or floor above.



BUILDING 1 MAIN LEVEL

SCALE 1:200 METRIC



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LEGEND

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Pt Denotes Part

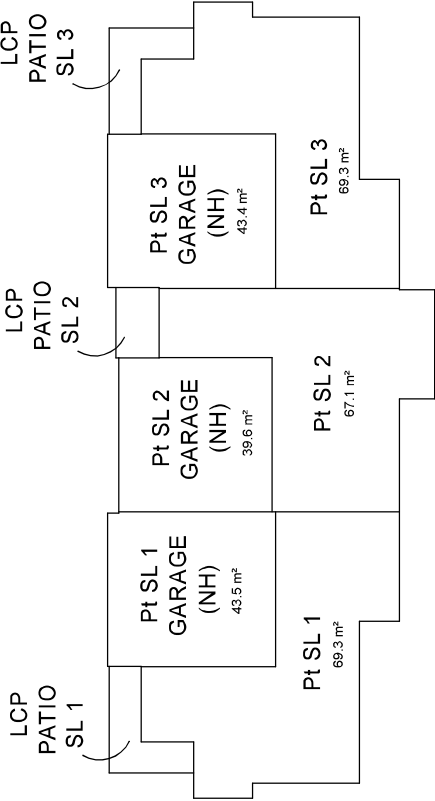
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LCP areas shown on this sheet are defined as to height by the underside of the roof above, and its extensions.



BUILDING 1 SECOND LEVEL

SHEET 4 OF 16 SHEETS
PROPOSED STRATA PLAN

SCALE 1:200 METRIC



The intended plot size of this plan is 432mm in width by 280mm in height (B-size) when plotted at a scale of 1:200 METRIC.

LEGEND

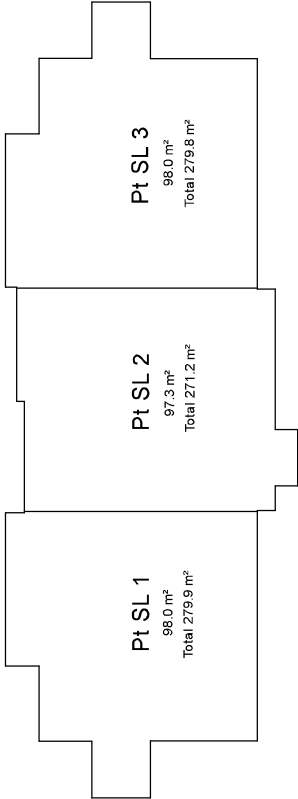
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BUILDING 2 BASEMENT LEVEL

SCALE 1:200 METRIC



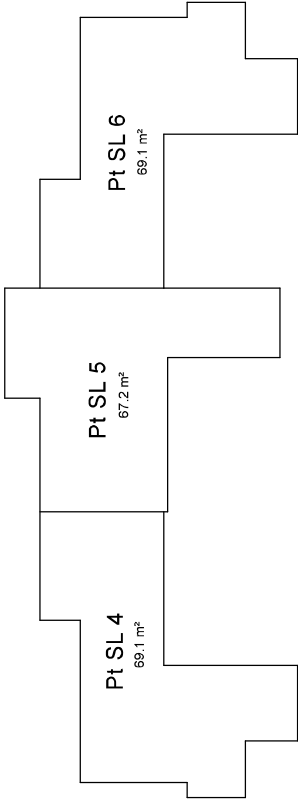
The intended plot size of this plan is 432mm in width by 280mm in height (B-size) when plotted at a scale of 1:200 METRIC.

LEGEND

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BUILDING 2 MAIN LEVEL

SHEET 6 OF 16 SHEETS
PROPOSED STRATA PLAN

SCALE 1:200 METRIC



The intended plot size of this plan is 432mm in width by 280mm in height (B-size) when plotted at a scale of 1:200 METRIC.

LEGEND

LCP Denotes "Limited Common Property, limited for the use of

Strata Lot."

Pt Denotes Part

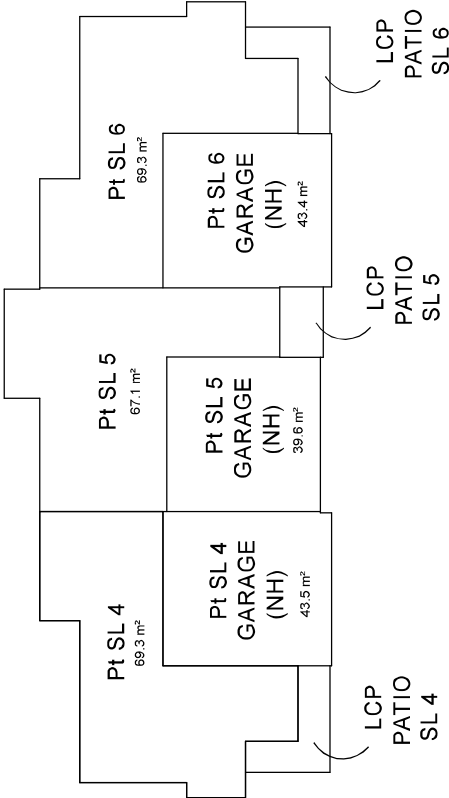
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BUILDING 2 SECOND LEVEL

SHEET 7 OF 16 SHEETS
PROPOSED STRATA PLAN

SCALE 1:200 METRIC



The intended plot size of this plan is 432mm in width by 280mm in height (B-size) when plotted at a scale of 1:200 METRIC.

LEGEND

LCP Denotes "Limited Common Property, limited for the use of Strata Lot."

Pt Denotes Part

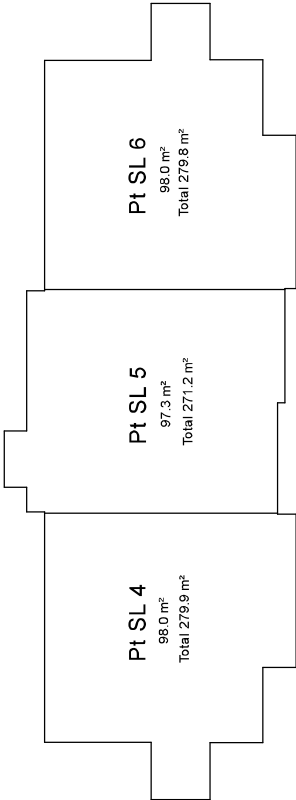
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BUILDING 3 BASEMENT LEVEL

SCALE 1:200 METRIC



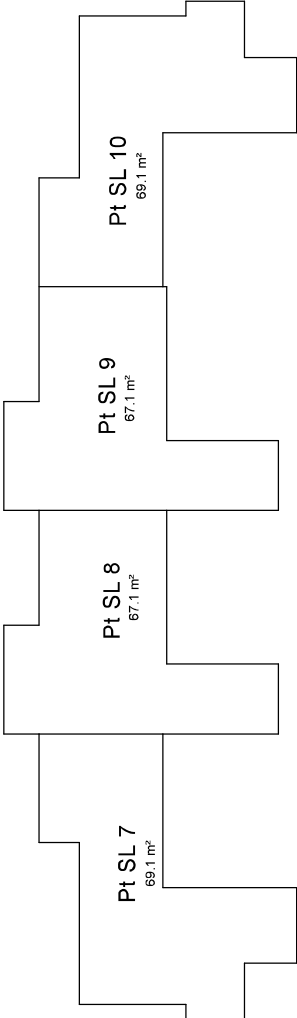
The intended plot size of this plan is 432mm in width by 280mm in height (B-size) when plotted at a scale of 1:200 METRIC.

LEGEND

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BUILDING 3 MAIN LEVEL

SHEET 9 OF 16 SHEETS
PROPOSED STRATA PLAN

SCALE 1:200 METRIC



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LEGEND

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Strata Lot."

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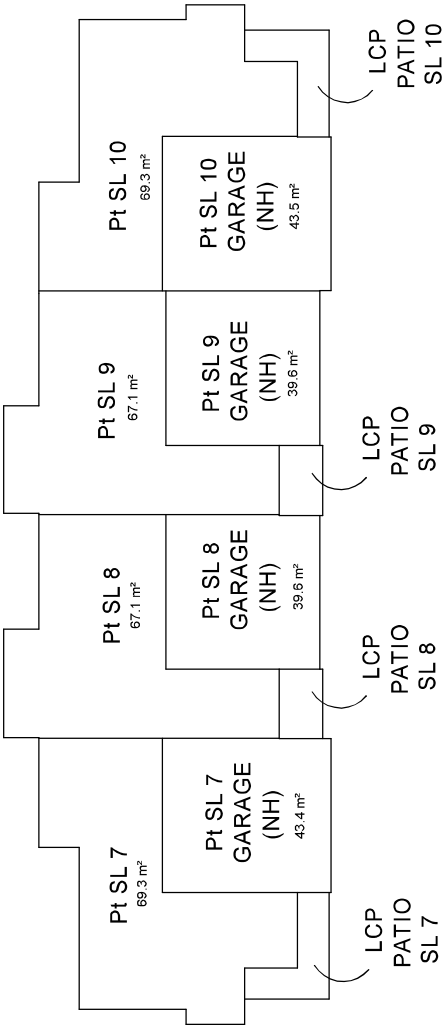
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BUILDING 3 SECOND LEVEL

SHEET 10 OF 16 SHEETS
PROPOSED STRATA PLAN

SCALE 1:200 METRIC



The intended plot size of this plan is 432mm in width by 280mm in height (B-size) when plotted at a scale of 1:200 METRIC.

LEGEND

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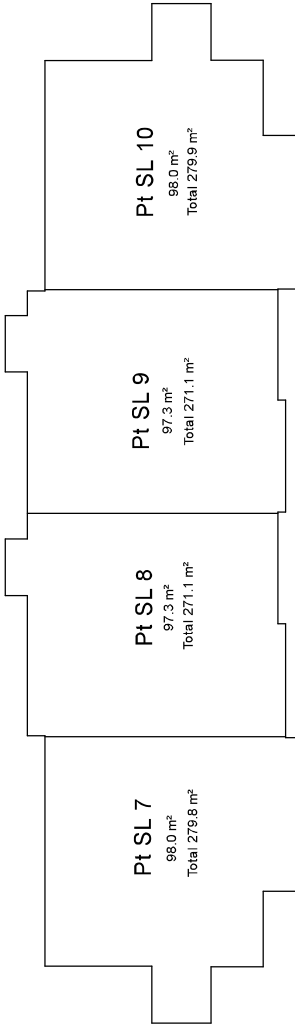
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BUILDING 4 BASEMENT LEVEL

SCALE 1:200 METRIC



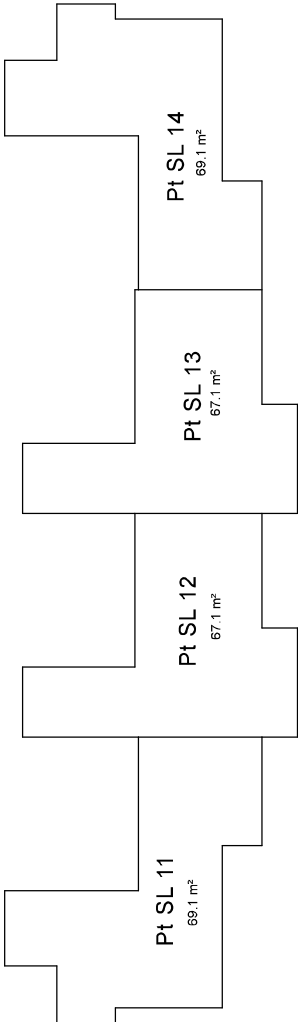
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BUILDING 4 MAIN LEVEL

SHEET 12 OF 16 SHEETS
PROPOSED STRATA PLAN

SCALE 1:200 METRIC



The intended plot size of this plan is 432mm in width by 280mm in height (B-size) when plotted at a scale of 1:200 METRIC.

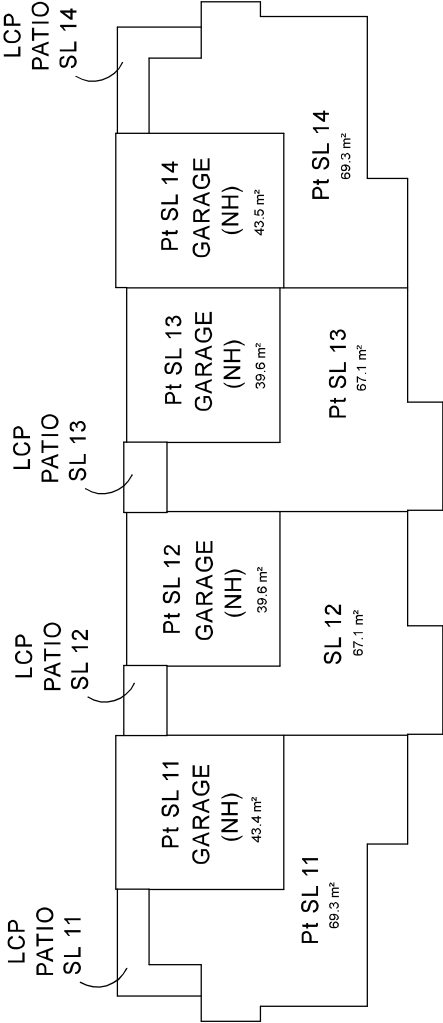
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- Pt Denotes Part
- SL Denotes Strata Lot
- NH Denotes Non Habitable

Strata Lot boundaries are defined horizontally by the midpoint of the structural portion of exterior walls and the midpoint of the structural portion of walls between strata lots.

Strata Lot boundaries are defined vertically by the underside of concrete slab, and the midpoint of the structural portion of ceiling or floor above.

LCP areas shown on this sheet are defined as to height by the underside of the roof above, and its extensions.



BUILDING 4 SECOND LEVEL

SHEET 13 OF 16 SHEETS
PROPOSED STRATA PLAN

SCALE 1:200 METRIC



The intended plot size of this plan is 432mm in width by 280mm in height (B-size) when plotted at a scale of 1:200 METRIC.

LEGEND

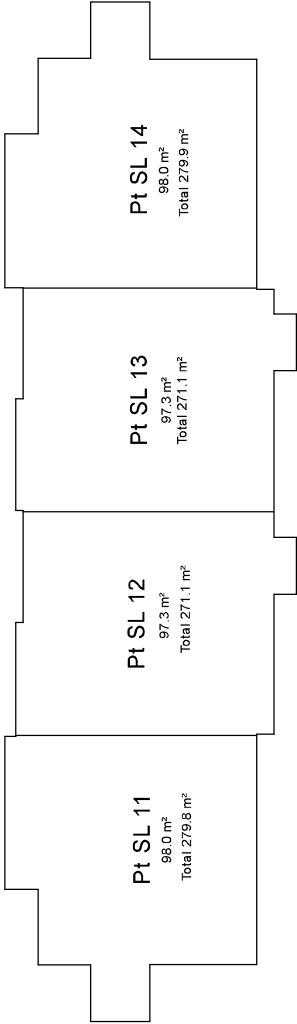
LCP Denotes "Limited Common Property, limited for the use of

Strata Lot."
Pt Denotes Part
SL Denotes Strata Lot
NH Denotes Non Habitable

Strata Lot boundaries are defined horizontally by the midpoint of the structural portion of exterior walls and the midpoint of the structural portion of walls between strata lots.

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LCP areas shown on this sheet are defined as to height by the underside of the roof above, and its extensions.



BUILDING 5 BASEMENT LEVEL

SCALE 1:200 METRIC



The intended plot size of this plan is 432mm in width by 280mm in height (B-size) when plotted at a scale of 1:200 METRIC.

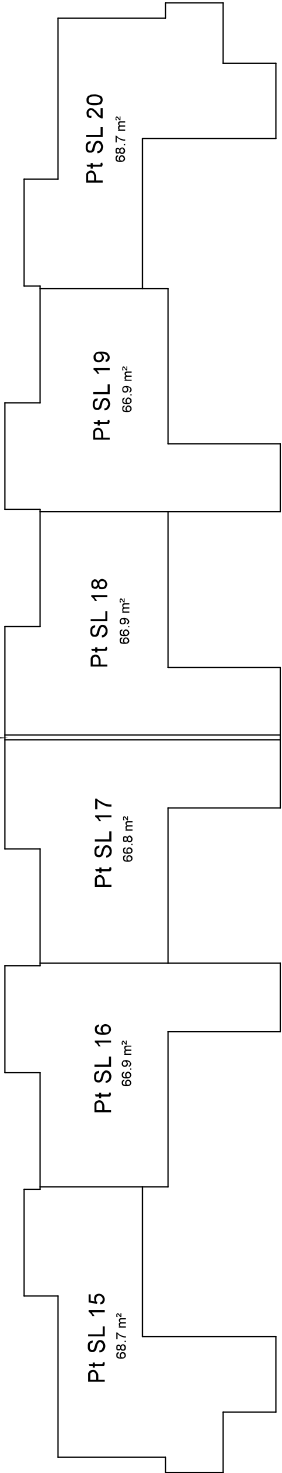
LEGEND

- LCP Denotes "Limited Common Property, limited for the use of Strata Lot."
- Pt Denotes Part
- SL Denotes Strata Lot
- NH Denotes Non Habitable

Strata Lot boundaries are defined horizontally by the midpoint of the structural portion of exterior walls and the midpoint of the structural portion of walls between strata lots.

Strata Lot boundaries are defined vertically by the underside of concrete slab, and the midpoint of the structural portion of ceiling or floor above.

firewall separation
common property



BUILDING 5 MAIN LEVEL

SHEET 15 OF 16 SHEETS
PROPOSED STRATA PLAN

SCALE 1:200 METRIC



The intended plot size of this plan is 432mm in width by 280mm in height (B-size) when plotted at a scale of 1:200 METRIC.

LEGEND

LCP Denotes "Limited Common Property, limited for the use of Strata Lot."

Pt Denotes Part

SL Denotes Strata Lot

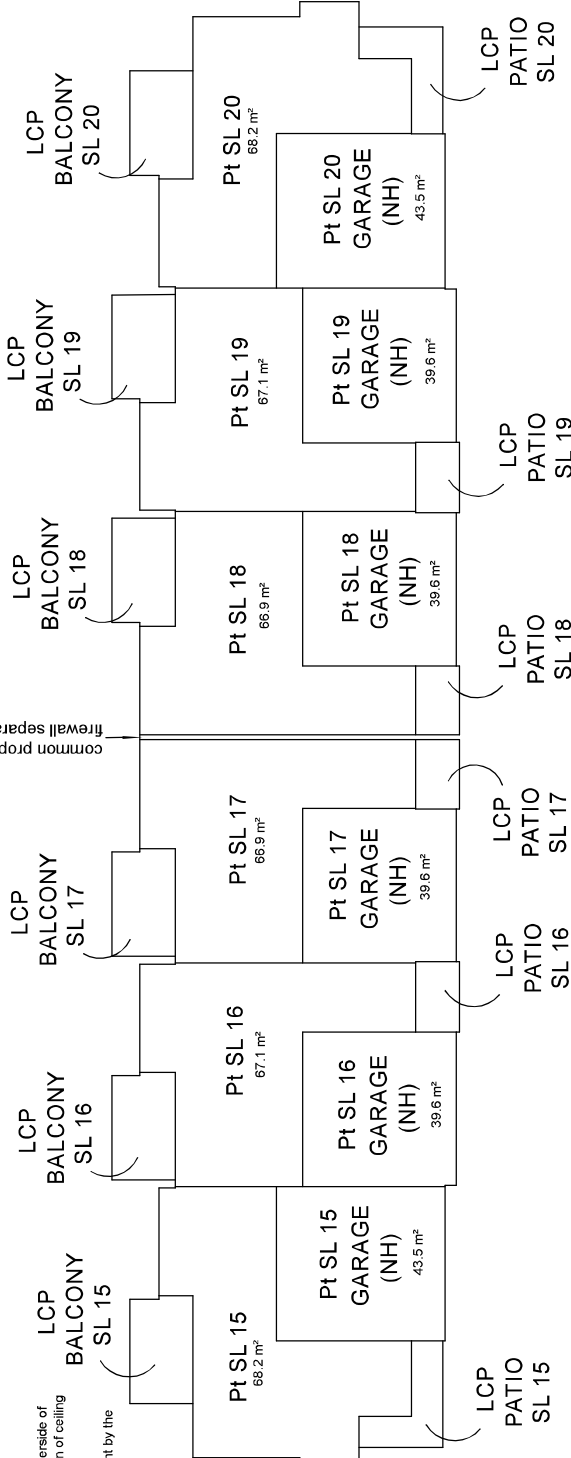
NH Denotes Non Habitable

Strata Lot boundaries are defined horizontally by the midpoint of the structural portion of exterior walls and the midpoint of the structural portion of walls between strata lots.

Strata Lot boundaries are defined vertically by the underside of concrete slab, and the midpoint of the structural portion of ceiling or floor above.

LCP areas shown on this sheet are defined as to height by the underside of the roof above, and its extensions.

firewall separation
common property



BUILDING 5 SECOND LEVEL

SHEET 16 OF 16 SHEETS
PROPOSED STRATA PLAN

SCALE 1:200 METRIC



The intended plot size of this plan is 432mm in width by 280mm in height (B-size) when plotted at a scale of 1:200 METRIC.

LEGEND

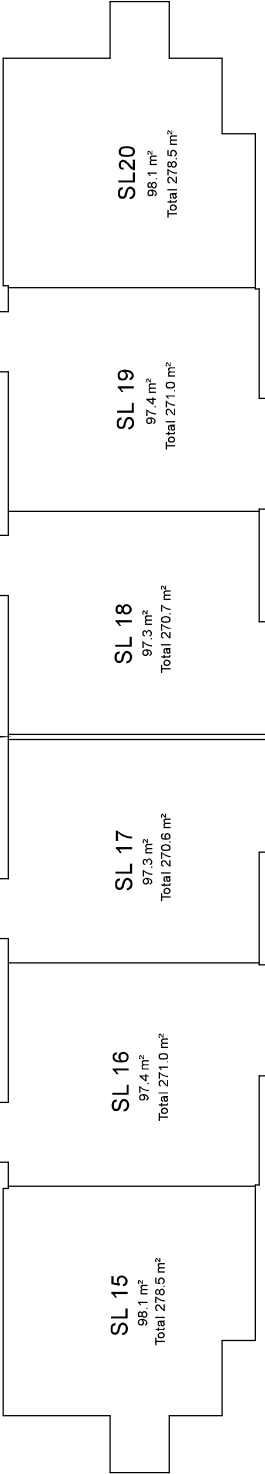
- LCP Denotes "Limited Common Property, limited for the use of Strata Lot."
- Pt Denotes Part
- SL Denotes Strata Lot
- NH Denotes Non Habitable

Strata Lot boundaries are defined horizontally by the midpoint of the structural portion of exterior walls and the midpoint of the structural portion of walls between strata lots.

Strata Lot boundaries are defined vertically by the underside of concrete slab, and the midpoint of the structural portion of ceiling or floor above.

LCP areas shown on this sheet are defined as to height by the underside of the roof above, and its extensions.

firewall separation
common property



SCHEDULE "D"

Form P

Strata Property Act

PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

We, 1286938 B.C. Ltd. (BC1286938) declare:

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

PID 009-535-438 Lot B Section 22 Township 20 ODYD Plan 10901

2. That the plan of development is as follows:

- (a) The development is a five (5) phase residential strata development which will consist of twenty (20) residential strata lots:

- (i) Phase 1 will consist of three strata lots;
 - (ii) Phase 2 will consist of three strata lots;
 - (iii) Phase 3 will consist of four strata lots;
 - (iv) Phase 4 will consist of four strata lots;
 - (v) Phase 5 will consist of six strata lots;

- (b) Attached hereto 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
 - (iv) The approximate location of the common facilities

- (c) The construction of Phase 1 has commenced, and is estimated to be completed between June 1, 2026 and September 1, 2026 subject to construction delays reasonably beyond the control of the Developer.

The Construction of Phase 2 has commenced, and is estimated to be completed between June 1, 2027 and September 1, 2027 subject to construction delays reasonably beyond the control of the Developer.

The construction of Phase 3 is estimated to commence between June 1, 2027 and September 1, 2027 and to be completed between June 1, 2028 and September 1, 2028 subject to construction delays reasonably beyond the control of the Developer.

The construction of Phase 4 is estimated to commence between June 1, 2028 and September 1, 2028 and to be completed between June 1, 2029 and September 1, 2029 subject to construction delays reasonably beyond the control of the Developer..

The construction of Phase 5 is estimated to commence between June 1, 2029 and September 1, 2029 and to be completed between June 1, 2030 and September 1, 2030

subject to construction delays reasonably beyond the control of the Developer.

(d) Attached hereto is a statement of unit entitlement of each phase and the total unit entitlement of the completed development.

(e) The strata development is a residential townhouse development which will have a maximum of twenty (20) residential strata lots when all phases of development have been completed.

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

Phase #	Date
Phase 1	Elected to proceed
Phase 2	Elected to proceed
Phase 3	
Phase 4	
Phase 5	

1286938 B.C. LTD. by its authorized signatory(ies):

Print Name:

Print Name:

Signature of Approving Officer

District of Lake Country

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

Strata Property Act
PROPOSED FORM V

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

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245 (a), 246, 264)

Re: PROPOSED Strata Plan EPS_____ *[the registration number of the strata plan]*,
 being a strata plan of

PID 009-535-438 *[parcel identifier]*

LOT B SECTION 22 TOWNSHIP 20 OSOYOOS DIVISION YALE DISTRICT PLAN 10901
[legal description]

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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



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

Certificate of British Columbia Land Surveyor

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

Date: _____ *[month day, year]*.

.....
 Signature

OR

☐

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

OR

☐

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

.....
 Signature of Superintendent of Real Estate

Phase	Strata Lot No.	Sheet No.	Habitable Area in m2	Unit Entitlement	%* of Total Unit Entitlement**
1	1	1, 2-4	236.4	236	5.05%
1	2	1, 2-4	231.6	232	4.96%
1	3	1, 2-4	236.4	236	5.05%
2	4	1, 5-7	236.4	236	5.05%
2	5	1, 5-7	231.6	232	4.96%
2	6	1, 5-7	236.4	236	5.05%
3	7	1, 8-10	236.4	236	5.05%
3	8	1, 8-10	231.5	232	4.96%
3	9	1, 8-10	231.5	232	4.96%
3	10	1, 8-10	236.4	236	5.05%
4	11	1, 11-13	236.4	236	5.05%
4	12	1, 11-13	231.5	232	4.96%
4	13	1, 11-13	231.5	232	4.96%
4	14	1, 11-13	236.4	236	5.05%
5	15	1, 14-16	235.0	235	5.03%
5	16	1, 14-16	231.4	231	4.94%
5	17	1, 14-16	231.0	231	4.94%
5	18	1, 14-16	231.1	231	4.94%
5	19	1, 14-16	231.4	231	4.94%
5	20	1, 14-16	235.0	235	5.03%
	Total Number of Strata Lots	20	Total Unit Entitlement	4674	

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

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

Date: [month day, year].

.....
Signature of Owner Developer

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

BYLAWS – LAKEPOINTE VILLAGE

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

Payment of strata fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) An owner must pay special levies on or before the first date such levies are due as specified in the corresponding resolution approving the special levy.
- (3) An owner is responsible for arranging payment of the strata fees and/ or special levies either by:
 - (a) pre-authorized debit agreement;
 - (b) post-dated cheques; or
 - (c) such other form as strata council may specifically allow in extraordinary circumstances.
- (4) The strata corporation may charge interest at the rate of ten percent (10%) per annum compounded annually for failure to pay strata fees and/or special levy payments as they come due.
- (5) The owners authorize the Council as per sections 116 [lien a strata lot], 117 [forced sale of strata lot], 171 [small claims action], and 189.1 [Civil Resolution Tribunal claim] or any other applicable sections of the *Strata Property Act* to collect fees, fines, or special levies.

Repair and maintenance of property by owner

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

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) Notwithstanding any other bylaw or rule of the strata corporation and despite any legalization or decriminalization; marijuana production within a condominium development has the potential to cause disturbing odours, mould proliferation and/or other risks and insurability

concerns. Therefore, cultivation (growing) of marijuana plants, and/or processing or production of marijuana products is prohibited within the bounds of the strata plan, except that:

- (a) Legally permissible, small scale preparation of marijuana for personal use or consumption by a resident is permitted, provided that no marijuana plants are cultivated (grown) within the strata plan and provided that preparation does not cause damage to property, insurable risk or any disturbance whatsoever. It is the responsibility of the resident to ensure that such issues are strictly avoided.
 - (4) An owner, tenant, occupant, or visitor must not use the private dwelling house for short term commercial recreational/vacation purposes or in a commercial manner of a motel/hotel/bed and breakfast unit.
- 3.1** (1) An owner, tenant, occupant or visitor must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) two (2) dogs, or two (2) cats, or one (1) dog and one (1) cat, which must be licensed in accordance with any municipal, regional or other requirements
- (2) For greater clarity, no owner, tenant, occupant or visitor is permitted to keep, harbour, or bring any exotic pets within a strata lot or on the strata plan, which exotic pets include, but are not limited to, snakes, reptiles, spiders, or large members of the cat family.
- (3) An owner, tenant, occupant or visitor must:
- (a) ensure that the pet is within his or her care and control and on a leash, tether or chain of not more than two (2) meters in length, within an appropriate pet carrier or container, or otherwise appropriately secured at all times when on the common property or on land that is a common asset;
 - (b) immediately clean up after the pet; and
 - (c) ensure that the pet does not cause or create a nuisance or continued disturbance.
- (4) Visiting pets (pets kept in a strata lot for no longer than six (6) weeks in any six (6) month period) are permitted within the bounds of the Strata Plan, subject to the pet owner also being a visitor at the same time. No more than two (2) visiting pets are permitted. Council may provide written approval to permit longer pet visits, which approval is not to be unreasonably withheld.

Pet sitting (pets kept in a strata lot without the pet owner being a visitor at the same time) is only permitted if the number of pets as in subsection (1) above is not exceeded.

Inform strata corporation

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

- (2.1) Within two weeks after renting all or part of his or her strata lot, an owner or landlord must give the strata corporation a copy of the Notice of Tenant's Responsibilities ("Form K"), signed by the tenant. The contact information for the tenant must include a phone number.

Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act, which include but are not limited to: flooring type, cabinets, original fixtures as purchased from the developer, etc; and
 - (h) any work that requires a building, electrical or gas permit, whether or not such a permit is obtained.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Approval for altering a strata lot or common property

- 6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration
- 6.1 (1) Any alteration to a strata lot or to common property that has not received the required prior written approval of the strata council must be removed at the owner's expense if the strata council orders that the alteration be removed.
- (2) An owner seeking approval of any alteration to a strata lot pursuant to bylaw 5 or to common property pursuant to bylaw 6 must provide the strata council with comprehensive details of the proposed alteration. The owner must provide additional documentation requested by the strata council including sketch plans, an engineering report, or such other documentation as may be reasonably required.
- (3) All alterations require the owner to sign an alteration agreement as provided by the strata corporation before the alteration can occur. The alteration agreement sets out the conditions of approval, and requires the owner to assume all responsibility for the full costs related to the alterations, including resulting costs related to maintenance, repair, replacement, insurance, damage and/or liability.
- (4) The owner will be responsible to obtain the applicable municipal permits prior to commencing the work, and obtaining such permits is a condition of the strata council's approval. Copies of

such permits must be provided to the strata council within seven days of the permits being granted and if requested by the strata council.

- (5) The owner must ensure that work done complies with the current provisions of the BC Building Code, municipal bylaws and other applicable regulations, as amended from time to time.

If an owner engages contractors, employees or workers of any kind to conduct or assist with any alteration, the owner must take all steps to ensure that full Worksafe coverage is in place, and to avoid and/or immediately discharge any builder's lien which is placed on any other owner's title within the strata plan as a result of the work conducted with respect to the alteration.

- (6) If the alteration is not commenced within 90 days of date of issue of the alteration agreement, permission for the alteration is automatically withdrawn. The alteration must be completed in a reasonable time.
- (7) If an owner signs an alteration agreement pursuant to these bylaws, the owner is responsible to advise, in writing, all subsequent purchasers of the Strata Lot of the alteration agreement and must ensure the subsequent purchaser signs an assumption of liability and responsibility to the alteration agreement.
- (8) Subject to section 71 of the *Strata Property Act*, nothing in these bylaws shall prevent the strata corporation from retroactively approving alterations in their sole discretion after the alterations have been completed, subject to whatever conditions of approval are imposed by the strata council. The strata council has no obligation to grant or even consider a request for retroactive approval if they do not consider such approval to be in the best interests of all owners.

Permit to enter strata lot

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

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 8 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

- (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building; with exception of day-to-day maintenance of stairs, patios, balconies, walkways, and driveways such as sweeping and snow clearing;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building, with exception of day-to-day maintenance of stairs, patios, balconies, walkways, and driveways such as sweeping and snow clearing,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

8.1 The strata corporation may at strata council's option arrange emergency damage mitigation and restoration where damage has been sustained within a strata lot. The costs of gaining access to the strata lot, doing work and preventing further damage may be paid as a common expense of the strata corporation until such a time as the strata council is able to determine whether the expense will be:

- (a) Covered by strata insurance;
- (b) Treated as a common expense of the strata corporation;
- (c) Charged back to the owner of the damaged strata lot; or
- (d) Charged back to the strata lot where the source of the damage originated.

The final determination with respect to the assignment of the expense shall be made by the strata council subject to the bylaws relating to responsibility for repair and maintenance as well as insurance and indemnity.

Division 3 — Council

Council size

- 9** (1) The council must have at least 3 and not more than 7 members.
- (2) Subject to Section 28, no person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116 (1).

Council member terms

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

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

Removing a council member

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

Replacing a council member

- 12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term. Such an appointment is determined by majority vote, regardless of the number of remaining council members. No quorum shall be required for such a vote, provided that all remaining council members vote.
- (1.1) Before replacing a council member for being unable to act for a period of 2 or more months, the remaining members of the strata council must provide that council member with 14 days written notice of their intention to do so.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

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

Calling council meetings

- 14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if

- (a) all council members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Repealed

15 [Repealed 2009-17-35]

Quorum of council

- 16** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.
- (3) If council members must excuse themselves from a meeting due to a conflict of interest, the remaining council members constitute quorum, if quorum would otherwise be achieved.

Council meetings

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

Voting at council meetings

- 18** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Email Council Decisions

- 18.1** (1) In between formally called and held strata council meetings, the strata council members may, by majority vote, make decisions by email or other electronic means.
- (2) The strata council must, at the next formally called and held strata council meeting, ratify all interim decisions made under subsection 1) above, and inform owners of the decision.

Council to inform owners of minutes

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

Delegation of council's powers and duties

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

Spending restrictions

- 21** (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) Pursuant to section 111 of the *Strata Property Act*, the strata council is hereby authorized to borrow funds for the purpose of paying the annual insurance premium over a period not to exceed 12 months, inclusive of full repayment of principal and interest.
- (4) Pursuant to section 98(2) of the *Strata Property Act* the amount which may be expended under that subsection in any fiscal year is up to 5% of the total budgeted contributions to the operating fund for that fiscal year.

Limitation on liability of council member

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

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

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

- (a) \$200 for each contravention of a bylaw;
- (b) \$50 for each contravention of a rule; and
- (c) \$1,000 for each contravention of bylaw 3 (3).

23.1 In accordance with the Regulations, section 7.1 (2) (b), the frequency for the imposition of a fine for a continuing contravention of bylaw 3 (3) is daily.

Continuing contravention

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

Division 5 — Annual and Special General Meetings

Quorum

- 25.0** (1) If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members under Section 43 of the Act; but in any other case, if a quorum is not present for the meeting within 15 minutes from the time appointed, the eligible voters present in person or in proxy shall constitute a quorum.
- (2) Voters attending a general meeting count towards quorum, whether or not those voters remain present throughout the meeting after quorum is calculated. Quorum need not be recalculated if voters leave the meeting before the meeting is terminated or adjourned, and any such voters departing the meeting shall be considered present for the purpose of determining quorum, and shall be treated as abstaining from voting.

Person to chair meeting

- 25** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

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

Electronic Attendance at Annual or Special General Meeting

- 27.0 (1) At the option of the strata council, annual or special general meetings may be held by electronic means, so long as all owners and other participants can communicate with each other.
- (2) If an annual or special general meeting is held by electronic means, owners are deemed to be present in person.
- (3) If any persons are attending an annual or special general meeting by electronic means, the chair must set out the procedure for voting by the electronic attendees, or the procedure may be set by majority vote of all voters in attendance.

Voting

- 27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters, subject to subsection (3.1) below.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count, subject to subsection (3.1) below.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method, subject to subsection (3.1) below.
- (3.1) Where an annual or general meeting is held electronically, voting cards will not be issued and the chair will announce how votes are counted, which must be either by roll call, show of hands (electronically or visually) or a combination thereof. If a precise count is requested by an eligible voter, it will be done by roll call.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter, except where the meeting is held electronically and a secret ballot is not possible.
- (7) The vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under Section 116(1) of the *Strata Property Act*.

Order of business

- 28 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards (except for electronic meetings);
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;

- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 29** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Miscellaneous

Display lot

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

Signage

- 31** (1) Signs, notices, flags, advertising and similar items may not be placed or displayed from within a strata lot or the common property, including limited common property without the prior written approval of the strata council, except that the following signs are permitted without such approval:
- (a) Election signs displayed from within a strata lot,
 - (b) Standard "For Sale" and/or "Open House" signs related to an offering of a strata lot within the Strata Plan for sale. The strata council may designate one or more areas for the

display of such signs on common property from time to time by passing a rule, in which case such a sign may only be displayed in a designated area, or within the strata lot.

- (c) Signs posted at the direction of the strata council.

Division 8 – Insurance and Indemnity

Insurance and Indemnity

- 31** (1) An owner shall be responsible, even if the owner is not negligent, to pay the insurance deductible pursuant to section 158(2) of the *Strata Property Act*.
- (2) Without restricting the generality of the foregoing, an owner is responsible for:
- (a) Any water escape damage from that owner's unit or any other type of damage caused by or arising out of the operation of any type of appliance, equipment or fixture located in the owner's strata lot, including, but not limited to, the following:
 - (i) Dishwasher;
 - (ii) Refrigerator, including refrigerators with ice/water dispensing capabilities;
 - (iii) Washing machine;
 - (iv) Toilet, sink, bathtub and/or shower;
 - (v) Air conditioner;
 - (vi) Fish tank; and/or
 - (vii) Plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner;
 - (b) Any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that strata lot; and/or
 - (c) Any damage to property that an owner is required to repair and maintain.
- (3) An owner shall reimburse the strata corporation for the expense of any maintenance, repair or replacement and for any loss or damage to that owner's strata lot, common property, limited common property or the contents of same if:
- (a) That owner is responsible for the loss or damage, if the loss or damage arises out of or is caused by a resultant act, omission, negligence or carelessness of the owner, the owner's guest(s), employees, contractors, agent's, tenants, volunteers, or their pets. But only to the extent that such expense or loss is not covered by the strata corporation's insurance.
- (4) An owner shall indemnify and save harmless the strata corporation from any cost or expense for repair, maintenance, or replacement to the strata lot, common property or limited common property, including any legal costs as between a solicitor and his or her own client, but only to the extent that such expense or loss is not covered by the strata corporation's insurer.

Insurance Premium

- 32** Pursuant to section 111 of the *Strata Property Act*, the strata council is hereby authorized to borrow funds for the purpose of paying the annual insurance premium over a period not to exceed twelve months, inclusive of full repayment of principal and interest.

Division 9 – Severability and Interpretation

- 33** (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires. The terms “resident” or “residents” refer to those individuals residing in the building, whether as owners, tenants or other occupants.
- (3) For the purposes of all bylaws, reference to ‘common property’ shall include but shall not be limited to ‘limited common property’, unless a contrary intention is specified.

SCHEDULE "G"

Lake Pointe Village
Proposed Budget

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Combined Phase 1-5
REVENUE						
Strata Fee Income	23,265.00	15,097.50	15,097.50	15,097.50	15,427.50	83,985.00
TOTAL REVENUE	23,265.00	15,097.50	15,097.50	15,097.50	15,427.50	83,985.00
EXPENSES						
Repair & Maintenance						
Repairs & Maint.	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	5,000.00
Grounds & Landscaping	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	18,000.00
Snow Removal	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	9,000.00
Total R&M	6,400.00	6,400.00	6,400.00	6,400.00	6,400.00	32,000.00
Utilities						
Electricity	200.00	100.00	100.00	100.00	100.00	600.00
Water	3,000.00	2,300.00	2,300.00	2,300.00	2,100.00	12,000.00
Garbage & Recycling	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	6,000.00
Total Utilities	4,400.00	3,600.00	3,600.00	3,600.00	3,400.00	18,600.00
Administration						
Admin/Bank Charges	500.00	-	-	-	-	500.00
Insurance	4,000.00	2,625.00	2,625.00	2,625.00	3,125.00	15,000.00
Management Fee	5,350.00	1,000.00	1,000.00	1,000.00	1,000.00	9,350.00
Professional Fee	300.00	50.00	50.00	50.00	50.00	500.00
Miscellaneous	200.00	50.00	50.00	50.00	50.00	400.00
Total Admin	10,350.00	3,725.00	3,725.00	3,725.00	4,225.00	25,750.00
EXPENSES SUBTOTAL	21,150.00	13,725.00	13,725.00	13,725.00	14,025.00	76,350.00
CRF Contribution (10%)	2,115.00	1,372.50	1,372.50	1,372.50	1,402.50	7,635.00
TOTAL EXPENSES	23,265.00	15,097.50	15,097.50	15,097.50	15,427.50	83,985.00

Lake Pointe Village
Proposed Strata Fees Phase 1 to 5

Strata	Unit	% Of Unit	Operating	Contingency	Total Monthly
Lot	Entitlement	Entitlement	Contribution	Contribution	Strata Due
1	236	5.05%	\$321.26	\$32.13	\$353.38
2	232	4.96%	\$315.81	\$31.58	\$347.39
3	236	5.05%	\$321.26	\$32.13	\$353.38
4	236	5.05%	\$321.26	\$32.13	\$353.38
5	232	4.96%	\$315.81	\$31.58	\$347.39
6	236	5.05%	\$321.26	\$32.13	\$353.38
7	236	5.05%	\$321.26	\$32.13	\$353.38
8	232	4.96%	\$315.81	\$31.58	\$347.39
9	232	4.96%	\$315.81	\$31.58	\$347.39
10	236	5.05%	\$321.26	\$32.13	\$353.38
11	236	5.05%	\$321.26	\$32.13	\$353.38
12	232	4.96%	\$315.81	\$31.58	\$347.39
13	232	4.96%	\$315.81	\$31.58	\$347.39
14	236	5.05%	\$321.26	\$32.13	\$353.38
15	235	5.03%	\$319.89	\$31.99	\$351.88
16	231	4.94%	\$314.45	\$31.44	\$345.89
17	231	4.94%	\$314.45	\$31.44	\$345.89
18	231	4.94%	\$314.45	\$31.44	\$345.89
19	231	4.94%	\$314.45	\$31.44	\$345.89
20	235	5.03%	\$319.89	\$31.99	\$351.88
	4,674	100%	\$76,350.00	\$7,635.00	
Monthly Strata Fee Income			\$6,362.50	\$636.25	
Annual Budget			\$76,350.00	\$7,635.00	\$83,985.00

SCHEDULE "H"



DEVELOPMENT PERMIT

District of Lake Country
10150 Bottom Wood Lake Road
Lake Country, BC V4V 2M1
t: 250-766-6674 f: 250-766-0200
lakecountry.bc.ca

APPROVED ISSUANCE OF ☐ DEVELOPMENT PERMIT *(pursuant to Sec. 488 of the Local Government Act)*

PERMIT #: DP2019-005-C
FOLIO #: 2845000
ZONING DESIGNATION: RM2-Low Density Row Housing
DEVELOPMENT PERMIT AREA: Multiple Unit; Greenhouse Gas Reduction & Resource Conservation
ISSUED TO: 1286938 BC Ltd. (Lakepointe Village)
SITE ADDRESS: 11565 Okanagan Centre Road East
LEGAL DESCRIPTION: Lot B, Section 22, Township 20, ODYD, Plan 10901
PARCEL IDENTIFIER: 009-535-438

SCOPE OF APPROVAL

This Permit applies to and only to those lands within the Municipality as described above, and any and all buildings, structures and other development thereon.

This Permit is issued subject to compliance with all of the Bylaws of the Municipality applicable thereto, except as specifically varied or supplemented by this Permit, noted in the Terms and Conditions below.

Applicants for Development Permits should be aware that the issuance of a Permit limits the applicant to be in strict compliance with all District bylaws unless specific Variances have been authorized by the Permit. No implied Variances from bylaw provisions shall be granted by virtue of drawing notations which are inconsistent with bylaw provisions and which have not been identified as required Variances by the applicant or Municipal staff.

If any term or condition of this permit is for any reason held to be invalid by a decision of a Court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this permit.

1. TERMS AND CONDITIONS

Development Permit DP2019-005-C for 11565 Okanagan Centre Road East legally described as Lot B, Section 22, Township 20, ODYD, Plan 10901 for the construction of 20 units within 5 buildings consisting of 2-3 unit buildings, 2-4 unit buildings and 1-6 unit building, permits development subject to the following conditions:

- a) It shall be conducted in general accordance with the following documents attached to and forming part of this permit (10 pages):
 - (i) **Schedule A:** The Site Plan prepared by NORR Architects Planners Ltd, dated received May 7, 2021;
 - (ii) **Schedule B:** The Elevation, Materials and Colour Drawings prepared by NORR Architects Planner Ltd, dated received August 9, 2021;
 - (iii) **Schedule C:** The Landscape Plan and Estimate prepared by McElhanney, dated received August 9, 2021;
 - (iv) **Schedule D:** The Greenhouse Gas Reduction and Resource Conservation Checklist prepared by Urban Options Planning Corp, dated received May 7, 2021;

- b) For fire safety purposes the property will have 2 Fire Hydrants. One will be located at the front of the property next to Unit 201 and the other will be located in the Pocket Park near Unit 203.
- c) If any archeologically significant item is found during construction activities must cease and the Province of British Columbia notified in conformity with the *Heritage Conservation Act*;
- d) Development and use of the subject property be in compliance with the provisions of the Municipality's various bylaws, except as explicitly varied or supplemented by the terms of this permit, subsequent permits, amendment(s) and/or development variance permits;
- e) Development permit is only valid for the development that is described herein. If a change to development is considered, a new development permit or an amendment to this permit is required before starting any work.
- f) The ownership as it may change over time, is responsible to maintain any retaining walls approved for development through this permit in perpetuity until such time that the land use or development may be changed as permitted.

2. PERFORMANCE SECURITY

As a condition of the issuance of this Permit, a security deposit is required in the amount of \$242,325.00 (125% of the Landscape Estimate and Environmental Monitoring Estimate).

- a) Cash in the amount of \$
- b) A Certified Cheque in the amount of \$
- c) An irrevocable Letter of Credit in the amount of \$242,325.00

Upon acceptance of the works by municipal staff, 85% of the security shall be returned. The Municipality shall retain the remaining 15% for a period of 24 months from the date of acceptance of the works, during which time the Municipality may use the remaining security to replace the required works, if necessary. Upon the expiration of the 24 months warranty period, the Permit Holder must provide a statement certified by a qualified professional indicating that the works have met the requirements of the survival monitoring and reporting as identified in the Environmental Assessment Report along with the conditions specified in the Development Permit. The remaining security funds shall be refunded at the expiration of the 24 months warranty period, subject to a final inspection by Municipal staff to confirm the survival of the required works;

3. DEVELOPMENT

The development described herein shall be undertaken strictly in accordance with the terms, conditions and provisions of this Permit and any plans and specifications attached to shall form a part hereof.

The development shall commence within **TWO** YEARS of the date that this permit is issued.

If the Permit Holder does not substantially commence the development permitted by this Permit within **TWO** years of the date of issuance of this permit, this permit shall lapse.

The terms of the permit or any amendment to it are binding on all persons who acquire an interest in the land affected by the permit.

The PERMIT HOLDER is the current land owner.
The Security shall be returned to the PERMIT
HOLDER.

**THIS IS NOT A BUILDING
PERMIT OR A CERTIFICATE TO
COMMENCE CONSTRUCTION**

4. APPROVALS

Authorization passed by Council on the 21st day of September, 2021.

Issued by the Corporate Officer of the District of Lake Country this 12 day of April, 2021.



Director of Corporate Services, Reyna Seabrook

DATE	ISSUED FOR	REV
2019-05-01	CONCEPT PLAN	A



PLANNING DEPARTMENT
MAY - 7 2022

This drawing has been prepared under the seal of the District of Lake County Planning Department. It is a true and correct copy of the original drawing as submitted by the applicant. The drawing shall not be used for any other purpose without the written consent of the District of Lake County Planning Department.

Project Component: Residential

Consultant: CH2M HILL COLLABORATIVE DESIGN
Architect: CH2M HILL COLLABORATIVE DESIGN
Civil Engineer: CH2M HILL COLLABORATIVE DESIGN

Stamp:  **NORR**
NORR ARCHITECTURE PLANNING INC.
A Partnership of United Companies
11555 Changman Center Road
Kelowna BC V1Y 2G5

Project Manager: David
Project Leader: David
Client: 1280333 B.C. LTD DBA LakePalma Village
1280333 B.C. LTD DBA LakePalma Village
11555 Changman Center Road
Kelowna BC V1Y 2G5

Project: 11555 Changman Center Road
Kelowna BC

Drawing Title: OVERALL SITE PLAN

Check: David
Project No.: DP-10-00-02



DATE 2021-04-20	ISSUED FOR DEVELOPMENT PERMIT	REV A
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DISTRICT OF COLUMBIA
PLANNING DEPARTMENT
MAY 17 2021

NOTES:

1. This set of drawings has been prepared under the supervision of the Professional Engineer and shall be used in accordance with the provisions of the District of Columbia Building Code and the International Building Code. The Engineer's seal and signature shall be placed on these drawings.

2. The drawings shall be used in accordance with the provisions of the District of Columbia Building Code and the International Building Code.

3. The drawings shall be used in accordance with the provisions of the District of Columbia Building Code and the International Building Code.

PROJECT INFORMATION:

Project Name: **NORR**

Project Address: **1205238 B.C. LTD DBA LakePointe Village**

Project City: **Kalamazoo, MI 49001**

Project State: **MI**

Project Zip: **49001**

Project Phone: **(268) 444-1111**

Project Email: **info@norrmgmt.com**

DESIGNER:

Project Manager: **David**

Project Engineer: **David**

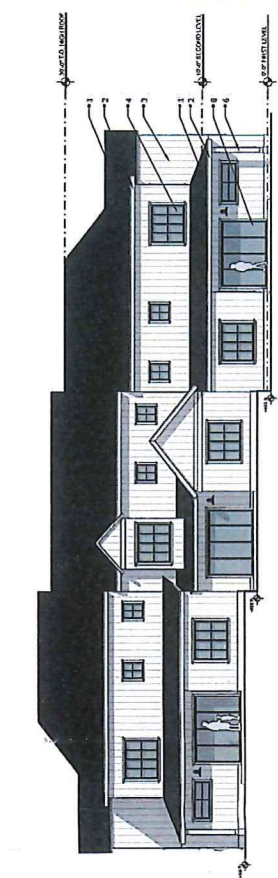
Project Architect: **David**

Project Engineer: **David**

Project Architect: **David**

Project Engineer: **David**

Project Architect: **David**




SCHEDULE B

This forms part of development

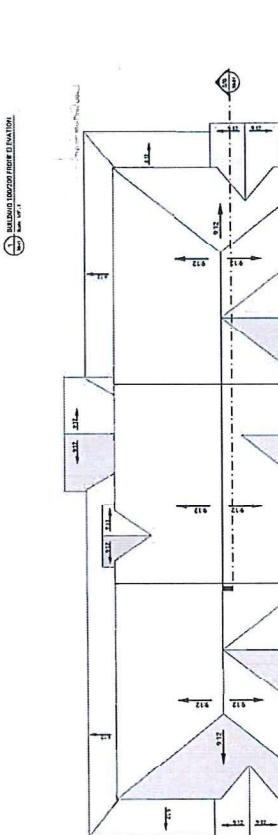
Permit # **DP2019-005-C**

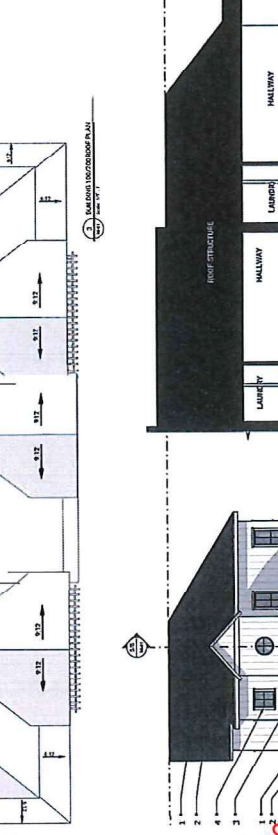
Date **April 12, 2022**

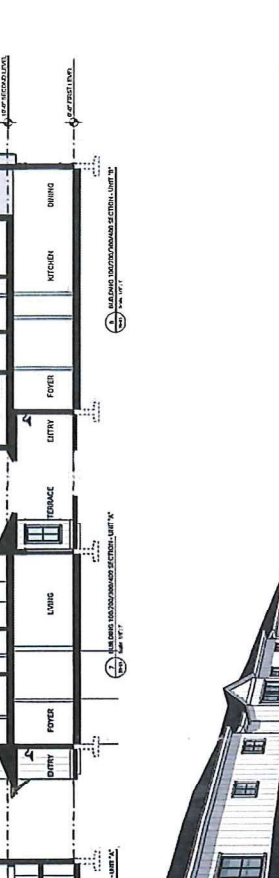
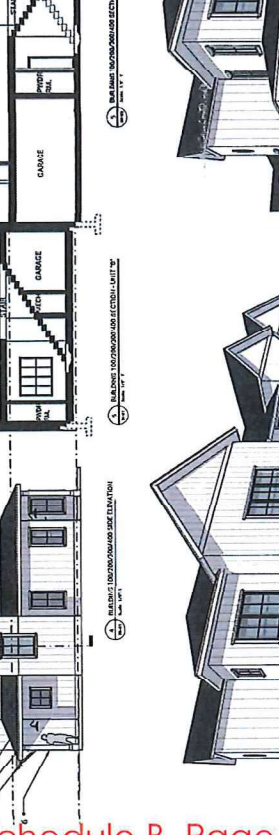
Signature **RSiabrook**

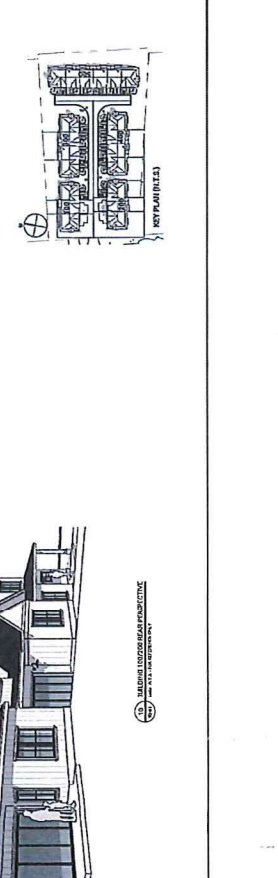
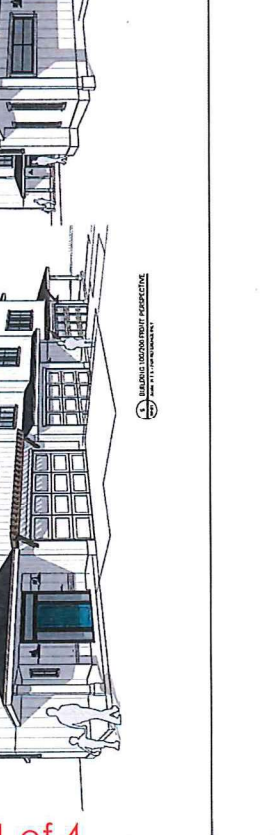
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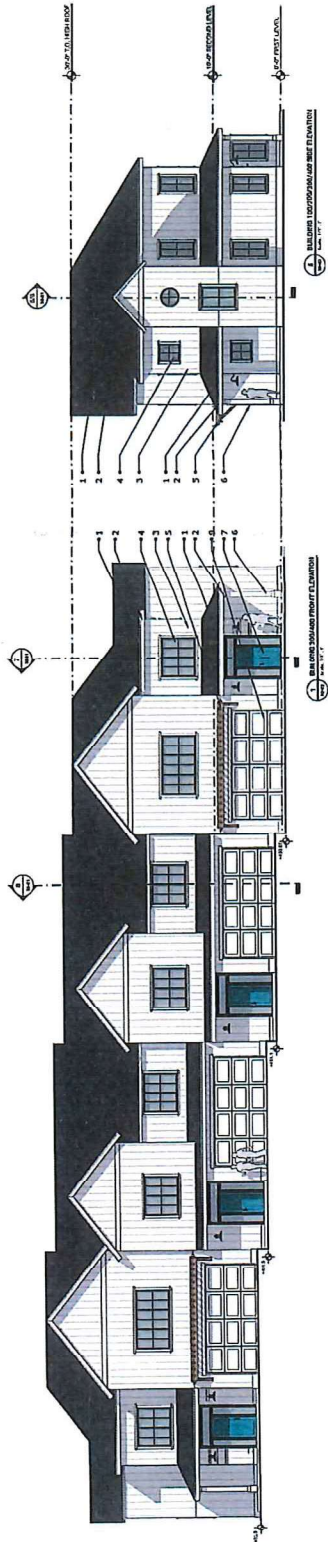
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- 2- PREFINISHED METAL ROOF: PANDA AND GOSSET: WHITE
- 3- VERTICAL SIDING: BLACK AND WHITE: WHITE (BIBI) CEMENT
- 4- PVC WINDOW: BLACK FRAME: CLEAR GLAZING
- 5- DECORATIVE WOOD TRIM: NATURAL OAK
- 6- DECORATIVE WOOD TRIM: NATURAL OAK
- 7- RESIDENTIAL ENTRY DOOR: BLACK FRAME: CLEAR GLAZING
- 8- 10' PANEL SLIDING DOOR: BLACK FRAME: CLEAR GLAZING
- 9- SEGMENTED METAL OVERHEAD GARAGE DOOR: WHITE
- 10- BALCONY RAILING: BLACK ALUMINUM VERTICAL POSTS WITH FULLY CAPTURED PAINTED GLASS PANELS

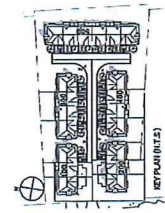
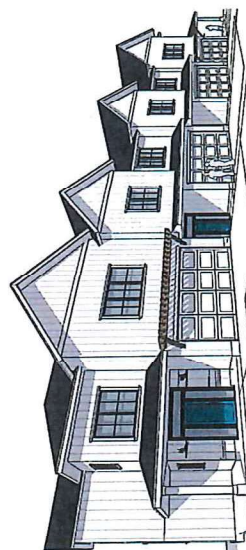
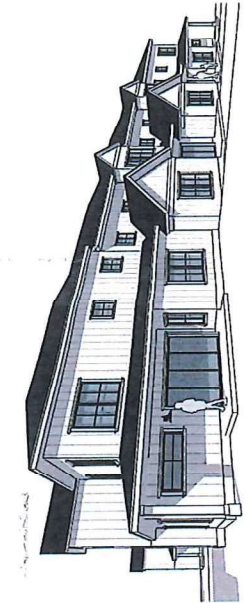
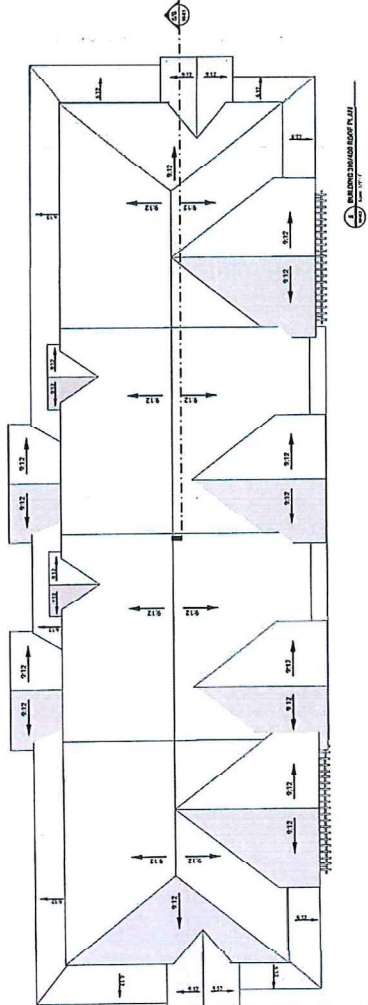
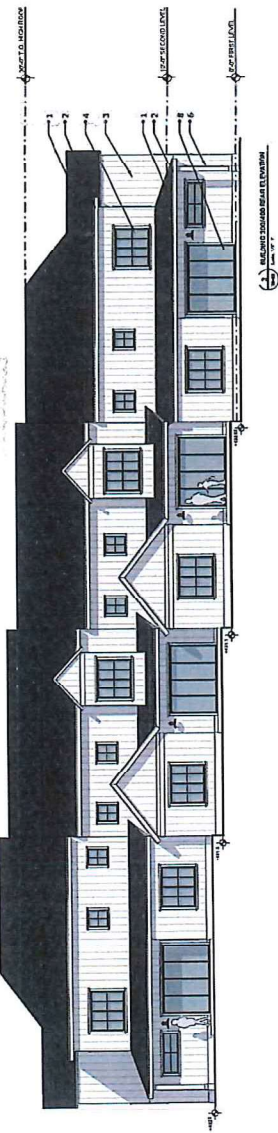





- ELEVATION MATERIAL LEGEND**
- 1 - ASPHALT SHINGLE ROOFING, BLACK
 - 2 - PREFINISHED METAL ROOF FASCIA AND SOFFIT, WHITE
 - 3 - VERTICAL BOARD AND BATTEN SIDING, WHITE FIBER CEMENT
 - 4 - PVC WINDOW BLACK FRAME CLEAR GLAZING
 - 5 - DECORATIVE WOOD TRIM, NATURAL OAK
 - 6 - 6" PVC COLUMN COVERS, WHITE
 - 7 - RESIDENTIAL ENTRY DOOR, COLOR PER ELEVATIONS
 - 8 - 10" PANEL SLIDING DOOR, BLACK FRAME, CLEAR GLAZING
 - 9 - 10" PANEL SLIDING DOOR, BLACK FRAME, CLEAR GLAZING
 - 10 - BALCONY RAILING, BLACK ALUMINUM VERTICAL POSTS WITH FULLY CAPTURED LAMINATED GLASS PANELS



DATE	ISSUED FOR	RE
2017-05-05	DEVELOPMENT PERMIT	A



This drawing has been prepared under the authority of the Professional Engineer's seal and signature. It is the responsibility of the Professional Engineer to ensure that the drawing is in accordance with the requirements of the Building Code of Canada and the relevant standards. The drawing shall not be used for any other purpose without the written consent of the Professional Engineer.

Project Component
Kafayala

Consultants
NORR Architects Inc. (2017)
Architect
NORR Architects Inc. (2017)
Architect
NORR Architects Inc. (2017)
Architect



NORR

2017-01-17
NORR Architects Inc.
A Partnership of Limited Companies
NORR Architects Inc. (2017)
Architect
NORR Architects Inc. (2017)
Architect

Project Manager
Project Leader
Design
Construction

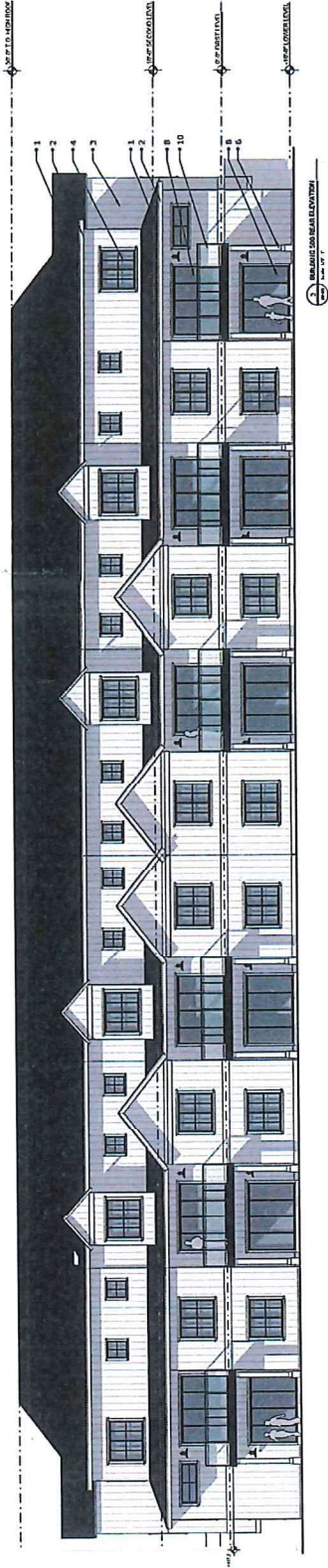
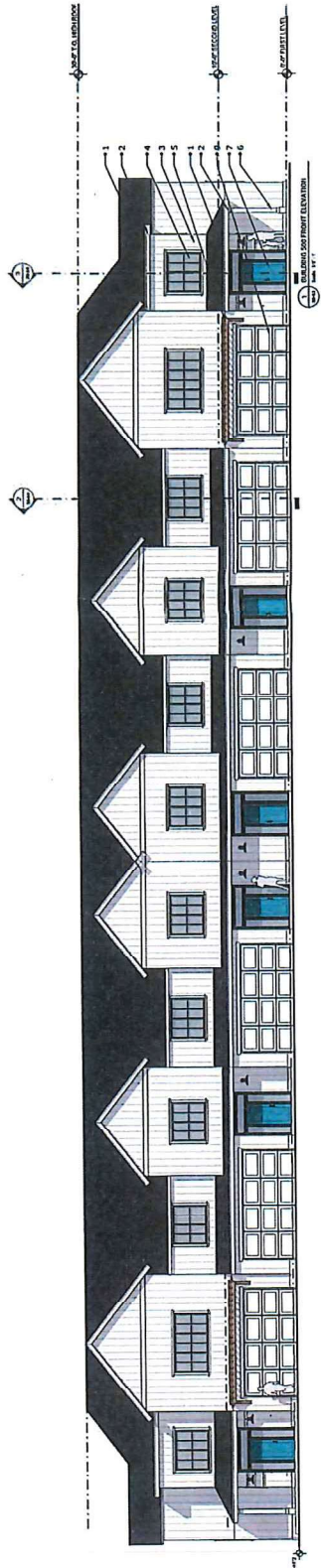
Client
1256538 B.C. LTD DBA LakePulse Village
225-511 Yale Road
Kelowna BC V1Y 2V5

Project
11505 Okanagan Centre Road
Kelowna BC

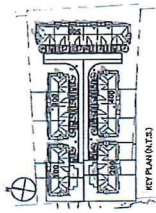
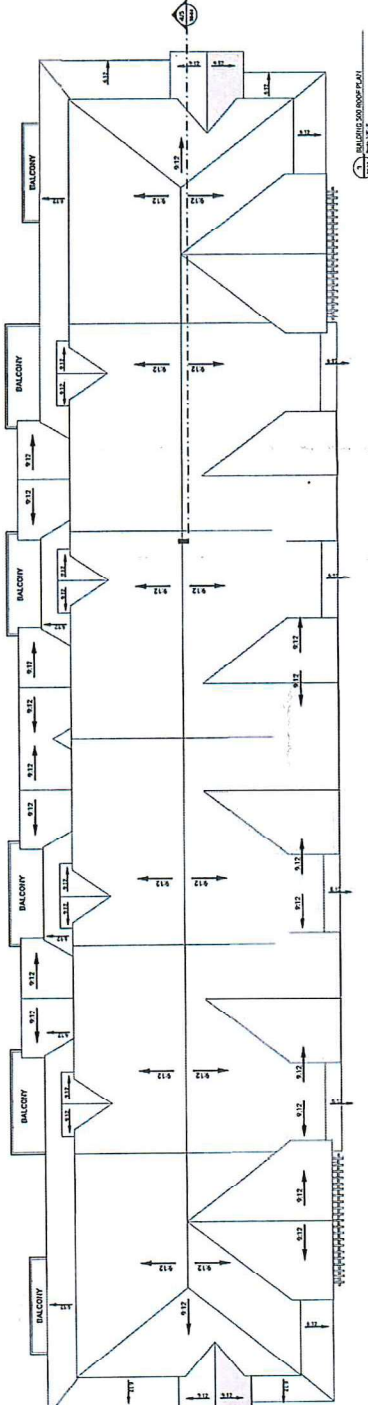
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BUILDING 500
ELEVATIONS ROOF PLANS

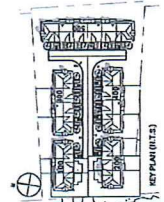
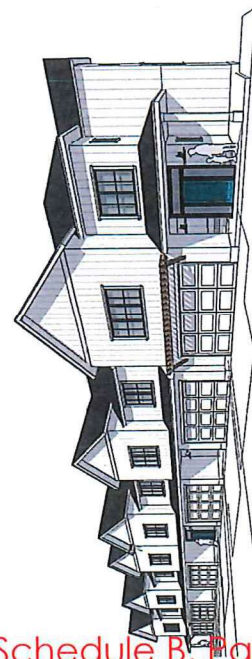
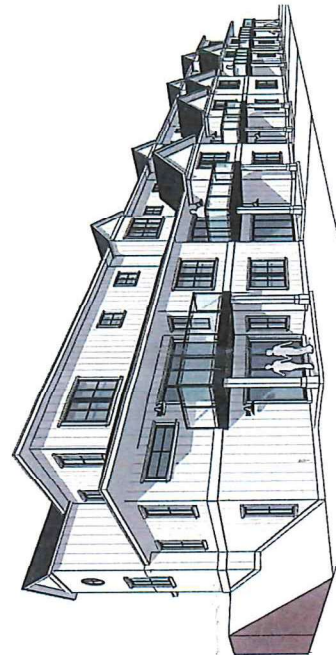
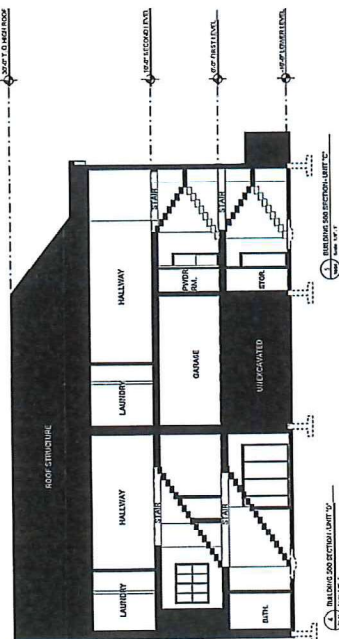
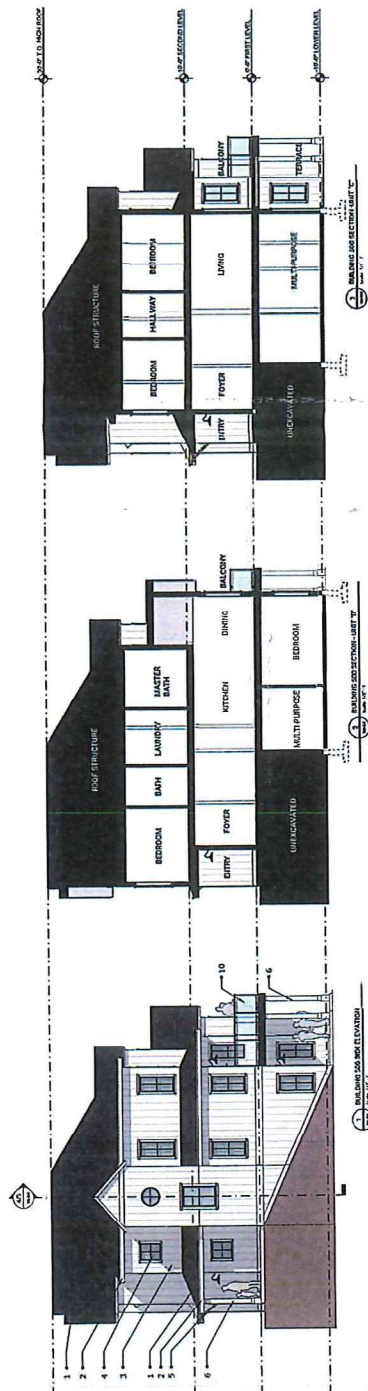
Check: Scale (only for plan reduced)
Project No.
Drawing No.

DP-30-03-00



- ELEVATION MATERIAL LEGEND**
- 1- ASPHALT SHINGLE ROOFING: BLACK
 - 2- PREFINISHED METAL ROOF FASCIA AND DOTT: WHITE
 - 3- VERTICAL BOARD AND BATTEN SIDING: WHITE FIBER CEMENT
 - 4- PVC WINDOW: BLACK FRAME CLEAR GLAZING
 - 5- DECORATIVE WOOD TRILLE: FEATURE: NATURAL OAK
 - 6- GFC: COLUMN COVER: WHITE
 - 7- RESIDENTIAL ENTRY DOOR: COLOR PER ELEVATIONS
 - 8- (4) PANEL SLIDING DOOR: BLACK FRAME CLEAR GLAZING
 - 9- SEAMATED METAL OVERHEAD GARAGE DOOR: WHITE
 - 10- BALCONY RAILING: BLACK ALUMINUM VERTICAL POSTS WITH FULLY CAPTURED LAMINATED GLASS PANELS





NOT FOR
CONSTRUCTION

SCHEDULE C

This forms part of development
Permit # DP2019-005-C

Date April 12, 2022

Signature [Signature]

NOTES

1. THIS PLANT SCHEDULE, IMAGES, AND GENERAL
LAND PLANTING NOTES REFER TO SHEET 102.

- LEGEND
- POCKET PARK
 - PROPERTY LINE
 - 1.5m HT. HORIZONTAL SLAT REAR YARD FENCE
 - 1.2m HT. HORIZONTAL SLAT REAR YARD FENCE
 - 1.2m HT. BLACK CHAIN LINK SIDE YARD FENCE
 - RIVER ROCK
 - GRAVEL
 - GARDEN BED WITH BARK MULCH
 - LAWN (800)
 - CONIFEROUS TREES
 - DECIDUOUS TREES
 - POCKET PARK
 - PROPERTY LINE
 - 1.5m HT. HORIZONTAL SLAT REAR YARD FENCE
 - 1.2m HT. HORIZONTAL SLAT REAR YARD FENCE
 - 1.2m HT. BLACK CHAIN LINK SIDE YARD FENCE
 - RIVER ROCK
 - GRAVEL
 - GARDEN BED WITH BARK MULCH
 - LAWN (800)
 - CONIFEROUS TREES
 - DECIDUOUS TREES



12869382 BC Ltd.
CLIENT ADDRESS
LAKEPOINTE VILLAGE
LANDSCAPE PLAN
11555 OKANAGAN CENTRE ROAD
LAKE COUNTRY, BC

PRELIMINARY
NOT FOR
CONSTRUCTION

730 Land Consultant
Kamloops BC
250-250-2500
14.02.2020

McElhanney

Ldp
LAKEPOINTE
VILLAGE

Rev	Date	Description
02	2021-04-25	REVISED FOR DEVELOPMENT PERMIT
01	2021-04-25	ISSUED FOR DEVELOPMENT PERMIT

Project Number
2431-6076-00

Rev
02

GENERAL NOTES

- LANDSCAPE AND CIVIL DRAWINGS SHALL BE COORDINATED. SEE CIVIL DRAWINGS FOR CATCH BASINS IF REQUIRED. FINISH GRADING TO ENSURE POSITIVE DRAINAGE ON SITE AND SURROUNDING LANDSCAPE. UNSUITABLE MATERIALS AND CONSTRUCTION WASTE ARE TO BE REMOVED AND DISPOSED OF BY CONSTRUCTION STAFF.
- IRRIGATION TO BE PROVIDED BY AN AUTOMATIC UNDERGROUND SYSTEM.
- THIS DRAWING HAS BEEN PREPARED FOR REVIEW PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
- VERIFY ALL DIMENSIONS, ELEVATIONS, AND DATUM. REPORT ANY ERRORS AND/OR DISCREPANCIES TO THE OWNER PRIOR TO CONSTRUCTION.
7. DO NOT SCALE DRAWINGS.

PLANTING NOTES

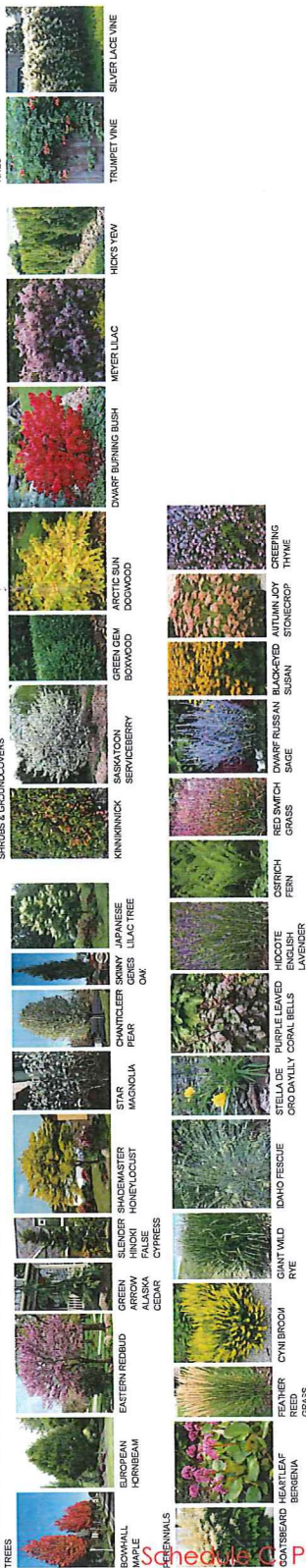
4. ALL VORNS AND MATERIALS TO CONFORM TO THE LATEST EDITION OF THE CANADIAN LANDSCAPE STANDARD, BC LANDSCAPE STANDARDS, AND THE LATEST EDITION OF THE CANADIAN PLANT HARDINESS ZONE MAP. USE ONLY PLANTS SPECIFICALLY LISTED IN THE NOTES.
5. ALL PLANT MATERIAL TO COME FROM A CERTIFIED DISEASE-FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.
6. MINIMUM SETBACKS FOR TREES TO OBJECTS IN NEW DEVELOPMENT SHALL BE IN ACCORDANCE WITH SUBDIVISION AND DEVELOPMENT ACT, SERVING MAP 11121 2007/REBUELL H.A.S.FOLLOWING:
 - TREES TO BE PLANTED WITHIN 10m OF PLANTATION MAIN - 0.6m
 - OTHER UNDERGROUNDS UTILITIES - 3.0m
 - LAMP STANDSTANDS - 0.6m
 - POWER LINES - 3.0m
 - UTILITY POLES - 3.0m
 - DRIVEWAYS - 1.5m
 - SIDEWALKS - 1.5m
 - MANHOLE WALK BOXES - SERVICES - 3.0m
 - SEWER SERVICE BOXES - 3.0m
 - FLOOD INTERSECTION - 7.0m
 - CURB FACE - 0.5m
 - DRIVEWAY - 1.5m
 - WHITE COLUMNS - TREE - 2.0m
 - BUILDINGS - REGULAR CROWN TREE - 3.0x3.0m
7. PROVIDE MINIMUM TOPSOIL DEPTHS/COLUMNS AS FOLLOWS:
 - SHRUB, CROUCHED GROUND AND TREES WITH 100% CONTINUOUS CANOPY - 100mm DEPTHS
 - TREES WITH 50% CONTINUOUS CANOPY - 150mm DEPTHS
8. PROVIDE MINIMUM 10% OF TREE DEEP MULCH. ENSURE ALL RADIIUS OF 100mm AROUND STEM.
9. DO NOT TO PLANT GRAVE GROUND WITH CERTIFIED SPECIES OF MISCERED TOLENTS. REGISTERED FOR SALE IN B.C. AND SHALL BE BROUGHT TOLENTS.
10. PLANTING SHALL BE TO WILDLOW FARMER ECOLLOW OR APPROVED EQUIVALENT. APPLY A BIOGRADICALLY NON-LETTERED SEED

PRECEDENT IMAGES

PLANT SCHEDULE

[illegible]

PLANT IMAGES



McElhannoy



12869382 BC Ltd.

LAKEPOINTE VILLAGE
PLANT SCHEDULE: IMAGES & NOTES

102

Project Number
2431-60076-00



Our File: 2431-60076-00

August 6, 2021

12869382 BC LTD – DBA LakePointe Village
206 – 571 Yates Road
Kelowna, BC V1V 2V5

Attention: Grace Pontes, Chief Financial Officer

11565 Okanagan Centre Road – REVISED Landscape Cost Estimate

Dear Grace,

The following is our revised preliminary landscape cost estimate for bonding purposes (125% of estimated construction cost), which is based on the landscape plan and details dated August 5, 2021:

\$242,325.00 for 3,740 square metres (40,257 square feet) of landscape improvements

This revised preliminary cost estimate includes topsoil, trees, plants (shrubs, groundcovers, vines, and perennials), turf/seed, bark mulch, and allowances for irrigation, inspections, maintenance, and monitoring. Unit prices in the attached spreadsheet have been adjusted to reflect more current market conditions. Please contact the undersigned if there are any questions regarding the estimate.

Sincerely,
McElhanney Ltd.

A handwritten signature in black ink, appearing to read 'Julie Schooling'.

Julie Schooling, MSc BCSLA – Landscape Architect
jschooling@mcelhanney.com | 250-434-9523

DP2019-005-C Schedule C

Client: 12869382 BC Ltd.
 Project: LakePointe Village
 Site: 11565 OKANAGAN CENTRE ROAD, LAKE COUNTRY, BC
 Estimate Type: Class D
 Revision: IFDP Submission - REVISED



Date: 6-Aug-21
 MCSL No.: 2431-60076-00
 Prepared by: Julie Schooling, BCSLA

SCHEDULE	ITEM	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED AMOUNT
MMCD Sec	LakePointe Village - LANDSCAPE ARCHITECTURE					
32 91 21	1	Topsoil - depths per Landscape Plan	cu m	\$ 30.00	774	\$ 23,223.00
	2	Grass				
32 92 20	a.	Seed grass on 150mm depth topsoil	sq.m.	\$ 7.00	418	\$ 2,926.00
32 92 23	b.	Sod grass on 150mm depth topsoil	sq.m.	\$ 14.00	2144	\$ 30,016.00
32 93 01	3	Plant Materials				
	a.	Deciduous Tree - 60mm cal. B&B	Each	\$ 450.00	49	\$ 22,050.00
	b.	Coniferous Tree - 2.5m ht B&B	Each	\$ 400.00	12	\$ 4,800.00
	c.	Shrub - #2 Pot	Each	\$ 40.00	342	\$ 13,680.00
	d.	Shrub/Vine/Groundcover/Perennial - #1 Pot	Each	\$ 30.00	709	\$ 21,270.00
	e.	Perennial - 10cm Pot	Each	\$ 15.00	1232	\$ 18,480.00
32 93 01	4	Shredded Bark Mulch - 50mm deep	sq.m.	\$ 5.00	1178	\$ 5,890.00
	5	Fencing				
	a.	1.5m ht Horizontal Slat Rear-Yard Fence	l.m.	\$ 85.00	230	\$ 19,550.00
	b.	1.2m ht Horizontal Slat Rear-Yard on 1.2m ht Retaining Wall (not including cost of wall)	l.m.	\$ 75.00	73	\$ 5,475.00
	c.	1.2m ht Black Chain Link Side-Yard Fence	l.m.	\$ 50.00	270	\$ 13,500.00
	6	Irrigation (Allowance), not including seed grass	L.S.	\$ 10,000.00	1	\$ 10,000.00
	7	Inspections (Allowance)	L.S.	\$ 500.00	1	\$ 500.00
	8	Maintenance & Monitoring (1 year)	L.S.	\$ 2,500.00	1	\$ 2,500.00
SUBTOTAL						\$ 193,860.00
BOND Amt = 125%						\$ 242,325.00

Assumptions and Exclusions:

1. Line item estimates include supply and install of materials.
2. The above costs exclude Contingency and GST.
3. Unit rates are based on 2021 market pricing.
4. Costs do not include professional detailed design or construction review fees.

DP2019-005-C Schedule D



Municipal Hall
 Development Services Department
 10150 Bottom Wood Lake Road
 Lake Country, BC V4V 2M1
 t: 250-766-6674
 f: 250-766-0200
development@lakecountry.bc.ca

Greenhouse Gas Reduction and Resource Conservation

Consideration has been given to the following issues as identified in Section 22.12 of the Official Community Plan relating to the Greenhouse Gas Reduction and Resource Conservation Development Permit Areas:

Has site density been maximized for subdivisions?	Yes	☐	No	☐	N/A	☒
Has the building footprint been minimized in order to allow for maximum green space?	Yes	☒	No	☐	N/A	☐
Have lots been oriented to maximize solar orientation of building envelopes? Have buildings been oriented to maximize solar gain?	Yes	☒	No	☐	N/A	☐
Is the subdivision laid out to minimize the length and amount of infrastructure (such as sewer & water lines and roads)?	Yes	☐	No	☐	N/A	☒
Does the layout allow for alternative transportation options and transit?	Yes	☒	No	☐	N/A	☐
Is the subdivision laid out to maximize site connectivity to nearby amenities and services?	Yes	☒	No	☐	N/A	☐
Do the materials and colors used in building construction minimize heat absorption? Is the roof not a dark color?	Yes	☒	No	☐	N/A	☐
Are large windows sheltered by overhangs which maximize solar input during winter months?	Yes	☒	No	☐	N/A	☐
Do proposed buildings incorporate green roofs, living walls or other measures to reduce heat gains caused by hard surfaces?	Yes	☒	No	☐	N/A	☐
Are alternative energy sources being proposed in large scale structures?	Yes	☒	No	☐	N/A	☐
Do buildings have a south oriented roof to allow for future use of solar panels?	Yes	☒	No	☐	N/A	☐
Are there opportunities for natural ventilation and airflow incorporated into the building?	Yes	☒	No	☐	N/A	☐
Do building materials encourage thermal massing and seasonal thermal energy storage?	Yes	☒	No	☐	N/A	☐
Are building envelopes well sealed and energy efficient?	Yes	☒	No	☐	N/A	☐
Is vegetation low maintenance and require minimal irrigation?	Yes	☒	No	☐	N/A	☐
Is the enhanced landscaping located along the south and west facing parcel boundaries to create shade?	Yes	☒	No	☐	N/A	☐
Is rainwater recycling included in landscape designs?	Yes	☒	No	☐	N/A	☐
Have porous material been maximized throughout the landscaping?	Yes	☒	No	☐	N/A	☐
Do water features use recirculation systems as opposed to once through systems?	Yes	☐	No	☐	N/A	☒
Are opportunities for local food production and public food gardens incorporated into larger developments and subdivisions?	Yes	☒	No	☐	N/A	☐

SCHEDULE D

This forms part of development

Permit # DP2019-005-C

Date April 12, 2022

Signature K. Schibler

ff-Katrina Schibler\DP Areas\GHG - Resource Conservation Guidelines.docx Last Saved
 by: Katrina Schibler Revision No. 2

SCHEDULE "I"

LAKEPOINTE VILLAGE: SL# _____ UNIT# _____

PREPARED BY: _____

LAKEPOINTE VILLAGECONTRACT OF PURCHASE AND SALE

DATE:

BETWEEN,

BUYER:	BUYER:
ADDRESS:	ADDRESS:
PHONE:	PHONE:
EMAIL:	EMAIL:
OCCUPATION:	OCCUPATION:
RESIDENCY:	RESIDENCY:
SIN:	SIN:
ID/DL#	ID/DL#
DOB:	DOB:
Buyers Lawyer for Closing:	
SELLER: 1286938 B.C. LTD. ADDRESS: c/o Montgomery Miles and Stone Law Firm 510-1708 Dolphin Ave, Kelowna, BC V1Y 9S4	

The BUYER has agreed to purchase and the SELLER has agreed to sell the following:

- PROPERTY:** PROPOSED STRATA LOT: _____ to be stratified from the parent parcel at 11565 Okanagan Centre Road, legally described as PID: 009-535-438 Legal Description: Lot B Section 22 Township 20 ODYD Plan 10901 shown on the preliminary strata plan attached the Disclosure Statement.

on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The purchase price of the Property will be _____ CANADIAN DOLLARS \$_____ (Purchase Price) plus applicable Goods and Services Tax and / or such other similar or replacement tax as may be in force from time to time (collectively "GST").
- DEPOSIT:** A deposit equal to 10% of the Purchase Price (being \$_____) (the "Deposit") payable by bank draft or certified cheque within seven (7) days of acceptance of this Offer which will form part of the Purchase Price. All monies paid pursuant to this section will be paid in accordance with section 17 and will be delivered in trust to **"Montgomery Miles and Stone Law Firm, in trust"** in accordance with the provisions of the *Real Estate Development Marketing Act* ("REDMA"). In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's

option, terminate this Contract. When received, the Deposit may, at the Seller’s discretion, be deposited in an interest-bearing trust account with interest to accrue to the benefit of the Seller, except if such funds are refundable to the Buyer as set out in this Agreement.

4. **SCHEDULES.** The following schedules are incorporated into and form part of this contract of purchase and sale:

a. **Schedule A – Terms and Conditions**

5. **ENTIRE AGREEMENT:** The parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Property. THERE HAVE BEEN NO OTHER REPRESENTATIONS OR WARRANTIES MADE BY THE VENDOR OR ITS AGENTS, EITHER VERBALLY OR THROUGH ANY BROCHURES OR MARKETING MATERIALS FOR THE DEVELOPMENT WITH RESPECT TO THE STRATA LOT OR THE DEVELOPMENT AND THERE ARE NO OTHER AGREEMENTS, TERMS, OR CONDITIONS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE STRATA LOT OR THE DEVELOPMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS CONTRACT.
6. **COUNTERPARTS AND ELECTRONIC DELIVERY:** This Agreement may be executed by the parties in counterparts or transmitted by electronic transmission, and if so executed and delivered, this Agreement will be for all purposes as effective as if the parties had executed and delivered to one another a single original agreement.
7. **ELECTRONIC DELIVERY OF DISCLOSURE STATEMENT:** The Buyer hereby consents to electronic delivery of the Disclosure Statement, and any amendments thereto, in accordance with Section 15(3) of REDMA to the email addresses first noted above. The Buyer undertakes to keep the Buyer’s email address current with the Seller and acknowledges that delivery of any Disclosure Statement amendment to the email address last provided by the Buyer shall constitute effective delivery regardless of whether actually received. The Buyer acknowledges that receipt of a Disclosure Statement amendment may trigger the commencement of rescission periods under REDMA s. 21.

ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. In consideration of the parties expending time, effort and funds towards this endeavor, it is agreed and understood that the Seller’s acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either: a) fulfill or waive the terms and conditions herein contained; and/or b) exercise any option(s) herein contained.

THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT BEFORE YOU SIGN.

OFFER: This offer, or counteroffer, will be open for acceptance by the Seller for five (5) business days following execution by the Buyer and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

IN WITNESS WHEREOF the Buyer has executed this Contract this ____ day of _____, 202__.

WITNESS:

BUYER:

Sign

Sign

Print Name

Print Name

Sign

Print Name

ACCEPTANCE: The Seller accepts the above offer this Contract this ____ day of _____, 202__.

1286938 B.C. LTD.

Authorized Signatory

Print Name

SCHEDULE A – TERMS AND CONDITIONS

1. **DEPOSIT HOLDER:** The Seller and the Buyer hereby irrevocably authorize the Seller's Solicitors:
- at the Seller's option, to hold the Deposit until the seven (7) day rescission period under the Real Estate Development Marketing Act has expired;
 - to deal with the Deposit and all interest earned thereon in accordance with the provisions of this Agreement, notwithstanding the provisions of sections 28 and 29 of the *Real Estate Services Act* (British Columbia);
 - to interplead the Deposit and all interest thereon, 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 Solicitors with respect to the Deposit; and
 - to transfer the Deposit to any other deposit trustee designated from time to time by the Seller in its discretion in accordance with the *Real Estate Development Marketing Act* (British Columbia) and all amendments thereto.
2. **7 DAY RESCISSION PERIOD:** In accordance with the *Real Estate Development Marketing Act*, the Buyer shall have a seven (7) day period from the later of: (a) the date this Agreement is entered into, or (b) the date the Seller obtains from the Buyer a written acknowledgment that the Buyer has had an opportunity to read the Disclosure Statement, to cancel this contract by delivery of a Cancellation Notice to the Seller by 5:00 p.m. on or before the seventh (7th) day following such later date. If the Cancellation Notice is so delivered, any deposit monies received by the Seller shall be returned to the Buyer and this Agreement shall be null and void. This right of rescission may not be waived by the Buyer.
3. **DELIVERY OF DISCLOSURE STATEMENT:** The Seller has delivered to the Buyer a copy of the Disclosure Statement. The Buyer hereby acknowledges receipt of the Disclosure Statement and confirms that they have been afforded reasonable opportunity to read the Disclosure Statement before entering into this Agreement. The Buyer agrees that the provisions of the Disclosure Statement and the terms of this Agreement are the terms under which the Strata Lot is being sold and purchased. Execution of this Agreement by the Buyer constitutes a written statement from the Buyer acknowledging that the Buyer has had an opportunity to read the Disclosure Statement prior to entering into this Agreement. Furthermore, the Buyer acknowledges that the Disclosure Statement relates to a development property that is not yet completed and the Buyer confirms having read and reviewed section 7.2 of the Disclosure Statement with respect to the details of this Agreement prior to executing this Agreement. The Buyer further acknowledges receipt of, and confirms having read and initialled, the Summary of Pre-sale Risks and Buyer Rights form required by BCFSA Policy Statement 14 (effective April 1, 2025), which was attached to the front of the Disclosure Statement.

Purchaser Initials:

4. **TAXES:**
- GST** – The transaction contemplated by this contract is NOT EXEMPT from the payment of Goods and Services Tax ("GST"). **GST is NOT INCLUDED** in the Purchase Price and the Buyer will remit the payment of the GST to the Seller in addition to the Purchase Price on the Closing Date.
 - Without limiting the generality of the foregoing, the Buyer agrees that the Purchase Price does not include any goods and services tax, transition tax, harmonized sales tax or any other sales or value added tax applicable to the Purchase Price, as applicable (collectively, "Tax") and that, if and to the extent required under all applicable laws including, without limitation, the Excise Tax Act (Canada)

and any other legislation in lieu thereof, or in addition thereto, the Buyer will remit to the Seller on the Completion Date any and all Tax that may be payable in respect of the transaction contemplated herein, and the Seller agrees that it will remit such funds or otherwise account for such funds to Canada Revenue Agency or any other applicable authority (collectively, "CRA") in accordance with its obligations under applicable laws. The Buyer covenants and agrees that it is the Buyer's sole responsibility to apply for any Tax rebates that may be applicable or available and the Seller will not credit the Buyer with any rebates of any kind or nature which may be available from CRA.

- c. **PROPERTY TRANSFER TAX:** Unless the Buyer qualifies for an exemption, on closing the Buyer(s) will be obligated to pay to the Minister of Revenue the Property Transfer Tax at current rates. (Currently (a) 1% of the Purchase Price on the first \$200,000; (b) 2% of the Purchase Price that exceeds \$200,000 to \$2,000,000.00 (c) 3% of the Purchase Price that exceeds \$2,000,000; (d) 5% of the Purchase Price that exceeds \$3,000,000.00 plus (d) if the Buyer is a foreign national, foreign corporation or taxable trustee (or otherwise a foreign entity as defined by the Property Transfer Tax Act) and the Property is in an additional PTT applicable area an additional Property Transfer Tax equal to 20% of the Purchase Price.)
5. **(2-5-10) HOME WARRANTY.** The Seller represents and warrants that the home is insured with new home warranty provider as required by the *Homeowner Protection Act*. It is a fundamental term of this contract that the Seller must have finished all work and delivered to the Buyer by the Completion Date a final Occupancy Certificate issued by the local government. The Buyer agrees to complete the notice of possession forms and such other forms are required by the Insurer to effect issuance of the home warranty certificate for the Strata Lot.
6. **NO OTHER WARRANTIES.** There are no warranties provided by the Seller with respect to the equipment included other than the standard warranty provided by the manufacturers. Any manufacturers' warranties in respect of equipment installed in the strata lots will be passed on to the buyers where permitted under the terms of the manufacturers' warranties. Except as expressly set out herein, the Buyer acknowledges that there are no other construction, manufacturer or other warranties, conditions, or guarantees, whether collateral, implied by law (statutory or otherwise), provided by the Seller in connection with the Strata Lot and the common property related thereto.
7. **DEVELOPMENT MAY RECONFIGURE.** The Buyer confirms that the Seller reserves the right to reconfigure the Development by altering: among other things, the location within the Development of the buildings, the location of the strata lots relative to other strata lots and common property and/or changing the number or numbering of strata lots, all as determined by the Seller in its sole discretion. The Buyer also acknowledges and agrees that the Seller may from time to time, in its sole discretion, or as required by any governmental authority, change, vary or modify the plans and specifications pertaining to the property, the Development or the Strata Lot (including architectural, structural, engineering, landscaping, grading, mechanical, site service or other plans) from the plans and specifications as they exist at the time the Buyer has entered into this Agreement, or as same may be illustrated on any sales brochures or promotional materials. The Buyer acknowledges that the area of the Strata Lot as shown on the strata plan to be filed in the Land Title Office upon completion of the Development (the "Final Strata Plan") may vary from the figures shown on the Draft Strata Plan and in the marketing materials for the Development. The Final Strata Plan will be based on an as-built survey of the Development. The actual size, dimensions and/or configuration of the strata lots, patios, decks and/or other common property or limited common property may vary from what is depicted on the Draft Strata Plan and/or the Architectural Plans (as hereinafter defined). The areas and dimensions of the strata lots in the Development set out in the sales brochures or other marketing materials are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots in the Development. In the event of any discrepancy as between the area, size, dimensions, location and/or configuration of the strata lots, patios, decks, and/or other common property or limited common property in the Draft Strata Plan, and/or the Architectural Plans and the Final Strata Plan, the Final Strata Plan shall prevail. The Buyer consents to the use

of the common property and the sale and administration offices and display suites for the marketing of the strata lots and will not revoke the Buyer's consents for so long as the Seller is the owner of any strata lots in the Development.

8. **STRATA LOT VARIANCE.** The area of the Property shall be conclusively determined by the area indicated on the Final Strata Plan registered in the Land Title Office (the "Area"). In the event the Area is more than 3% smaller than the area of the Property as indicated on the Draft Strata Plan (the "Variance"), the Purchase Price will be decreased by the Adjustment Factor (as hereinafter defined) times the number of square feet equal to that part of the Variance which is more than 3% smaller than the Area. In this section, "Adjustment Factor" means the price per square foot determined by dividing the Purchase Price by the Area. In the event the Area decreases by no more than 3% of the area indicated on the Draft Strata Plan, there shall be no adjustment to the Purchase Price.
9. **DEFICIENCY LIST ON CLOSING.** The Buyer and a representative of the Seller will together inspect the Property at a time specified by the Seller's representative prior to the Closing Date. At the conclusion of such inspection, a comprehensive list of any defect or deficiencies (the "Deficiency List") will be prepared and signed by both parties. The Deficiency List will be deemed to be an agreement that on the Closing Date the Buyer has accepted the physical condition of the Property subject only to the listed deficiencies which the Seller will use commercially reasonable efforts to correct on or before the 60th day following the date of the Deficiency List subject to the availability of parts, materials and labor. The Buyer acknowledges that there will be no holdback of purchase monies on the Completion Date to cover the Deficiency List. If the Buyer fails to attend at the time specified for the inspection, the Buyer will be deemed to have accepted the condition of the Property on that date, with no deficiencies. The Buyer hereby acknowledges and agrees that neither the Buyer or its representatives, agents or assignees will be allowed access to the Property except for the purposes of this inspection prior to the Closing Date, except with the express written authorization of the Seller.
10. **UPGRADES AND CHANGES.** The Buyer acknowledges and agrees that the Buyer has no right to request and the Seller is not obligated to make any customized changes to the Strata Lot. There parties agree that there shall be no upgrades or amendments permitted to the design and specifications except by written change order mutually agreed to by the parties. Any change orders shall be subject to a price adjustment equal to builder's cost plus 10% plus a \$500 administration fee.
11. **COMPLETION:** The completion date (the "Completion Date") will be that date set out in a notice to the Buyers from the Seller or Sellers lawyer and will be no less than 14 days after the Sellers or the Sellers' lawyer notifies the Buyers or Buyers' lawyer that the Property is ready to be occupied meaning an Occupancy Certificate and title registration have been issued for the strata lot. For the purpose of this section, an Occupancy Certificate shall be deemed to have been given whether such permit is temporary, conditional or final and refers to the Buyer's strata lot only and not to the occupation of other units in the Development or the common property. The notice of the Completion Date delivered to the Buyers or the Buyers' lawyer may be based on the Sellers' estimate as to when the Property will be ready to be occupied. If the Property is not ready to be occupied on the Completion Date so established, then the Seller may delay the Completion Date for a period of time not exceeding 60 days, by providing written notice of such delay to the Buyers or the Buyers' lawyer at least three (3) business days prior to the Completion Date. The Seller may exercise this right of delay only once.
12. **OUTSIDE TERMINATION DATE.** If the Sellers have been unable to complete the sale of the Property by September 1, 2033 (the "Outside Date") at no fault of the Buyers, then, the Buyer may, by written notice to the Seller no later than 30 days following the Outside Date cancel this Contract, the Buyer will be entitled to receive back the Deposit paid by the Buyer under this Contract and any interest accrued thereon shall be paid to the Seller and:
 - a. thereafter, this Contract shall be terminated and of no further force or effect and the Buyer (by providing notice) and the Seller (by returning the Deposit) shall be deemed to have each released

the other from all liabilities and obligations hereunder and neither party shall have any further claims against the other for damages, costs or expenses, unless

- b. the Sellers are delayed from completing construction of the Property as a result of earthquake, flood or other act of God, fire, explosion or accident, howsoever caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, supplies, materials or equipment, delay or failure by carriers or contractors, breakage or other casualty, climactic condition, pandemic, interference of the Buyers, or any other event of any nature whatsoever beyond the reasonable control of the Sellers, then the Outside Date will be extended for a period equivalent to such period of delay, provided that the cumulative extensions under this subsection shall not exceed twelve (12) months in the aggregate. If the cumulative extensions exceed twelve (12) months, the Buyer may, by written notice to the Seller, cancel this Contract and receive a full refund of the Deposit together with any interest accrued thereon, as the Buyer's sole remedy.

13. CONSTRUCTION COMPLETION ESTIMATE: The Buyer acknowledges that the estimated range of dates for completion of construction of the Development set out in the Disclosure Statement (the "Construction Completion Estimate") is NOT the Completion Date. The Construction Completion Estimate is the date range during which the Seller estimates the provisional occupancy permit is expected for the first strata lot (in that phase) in the Development and may be amended from time to time in accordance with the *Real Estate Development Marketing Act* (British Columbia) without further notice or compensation to the Buyer. The Buyers acknowledge that these dates has been provided by the Sellers as a matter of convenience only and are not meant to be legally binding on the Sellers and that the actual Completion Date which will be established in the manner set out in above (Completion).

14. POSSESSION: The Buyer will have vacant possession of the Property on noon on the business date following the Completion Date. The Buyer acknowledges that the Strata Lot is part of a Development consisting of other components, the construction of which may not be fully complete as at the Completion Date. The Buyer acknowledges and accepts that while the Seller will use its reasonable efforts to minimize any interference in the Buyer's use and enjoyment of the Strata Lot by reason of such ongoing construction, the Buyer acknowledges that such interference may occur from time to time and does hereby waive any claim against the Seller arising therefrom. The Buyer further agrees not to interfere with or impede the Seller in completion of the construction of the Development. Notwithstanding anything else contained in this Contract, the Buyer acknowledges, agrees and accepts that the Seller will not deliver to the Buyer possession of the Strata Lot (or keys to the Strata Lot or common property of the Development) prior to the Seller's Solicitors receiving the Purchase Price.

15. ADJUSTMENTS: The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of Completion Date (the "Adjustment Date"). As of the Completion Date, if the amount of any Property Taxes have been levied in respect of a parcel greater than the Strata Lot, or the parcel of land on which the Development is constructed, the Seller reserves the right, acting reasonably, to allocate the Property Taxes between the strata lots in its sole discretion. If the Seller is required by the District of Lake Country to pay the Property Taxes for a parcel greater than the strata lot, the Buyer, if required by the Seller, shall pay to the Seller or its solicitors in trust the amount of the Property Taxes for the Strata Lot for the entire ensuing year as determined by the Seller, acting reasonably, which the Seller shall remit to the District of Lake Country when such Property Taxes are due for such ensuing year. For clarity, no undertaking shall be required of the Seller's solicitor in the event of such an adjustment. Prepaid insurance policies may also be adjusted at closing where assumed by the Buyer.

16. TITLE: On the Completion Date the Seller shall, subject to Section 25 (Clearing Title), provide title free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown,

registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities and the Buyer acknowledges and accepts that on Completion the Buyer will receive title containing any non-financial charge set out in the copy of the title search results that is attached to and forms part of either this Contract or the Disclosure Statement (the "Permitted Encumbrances").

17. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, or Lawyer's/Notary's or real estate brokerage's trust cheque.
18. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 5 pm on the Completion Date.
19. **RESIDENCY:** The Seller represents and warrants that they are NOT a NON-RESIDENT of Canada as defined by the *Income Tax Act*. The Buyer acknowledges that they have been independently advised with respect to any provincial and federal regulations which may limit the ability of non-residents and/or non-citizens or non-permanent residents to purchase property in Canada and such legislation the Buyer confirms that these laws will not affect the Buyer's ability to purchase the subject property. Without limiting the foregoing, the Buyer represents and warrants that the Buyer is not a "non-Canadian" as defined in the Prohibition on the Purchase of Residential Property by Non-Canadians Act (Canada), or if the Buyer is a non-Canadian, that the Buyer qualifies for an exemption under that Act, and the Buyer shall provide evidence of such exemption to the Seller's solicitors prior to the Completion Date.
20. **SELLER'S PARTICULARS AND RESIDENCY CERTIFICATES:** The Seller shall deliver to the Buyer on or before the Completion Date a Certificate of the Seller containing particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return).
21. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option:
 - a. terminate this Contract by written notice to the Buyer, and, in such event, all amounts paid by the Buyer will be absolutely forfeited to the Seller on account of liquidated damages without prejudice to the Seller's other remedies and the Seller's Solicitors or the Seller's Agent are authorized to pay the amount held by them to the Seller upon written demand by the Seller; or
 - b. elect to complete the transaction contemplated by this Contract, in which event the Buyer will pay to the Seller, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 2% per month compounded monthly (equivalent to 26.8% per annum) from the date upon which such portion and amounts were due to the date upon which such portion and amounts are paid.

The Seller may so cancel this Contract at any time during the continuance of the default by the Buyer, even if the Seller has previously elected to complete the transaction.
22. **FORCE MAJEURE:** Notwithstanding clause 21 above, if either party, despite its best efforts, is delayed from completing the transaction due to: acts of God, landslide, flood, tempest, washout, fire, lightning, disaster, earthquake, storm, epidemic, pandemic, quarantine, or civil disturbance (an "Event") within a 100-kilometre radius of the Property, then the affected party's solicitor shall provide notice (the "Force Majeure Notice") to the other party's solicitor of such Event no more than three (3) business days prior to Completion date and no later than noon on the Completion Date. Upon receipt of the Force Majeure Notice, the Completion, Possession and Adjustment Dates shall be extended one time to the first business day which occurs thirty (30) days

following the Force Majeure Notice and time shall remain of the essence.

The parties are advised to seek legal advice regarding how this clause may affect any related transactions that are closing on the original completion date.

- 23. CLOSING PROCEDURES:** The Buyer's lawyer will prepare and deliver to the Seller's lawyer **at least three (3) business days prior** to the Completion Date, a Statement of Adjustments and a transfer of an estate in fee simple (a "Transfer") for the property and the Buyer will pay or cause to be paid the Purchase Price to the Seller's lawyer, by single bank draft or single certified solicitor's/notary's trust cheque, upon the Transfer being tendered for registration at the Land Title Office and a satisfactory post-registration index search being concluded. The Buyer shall be responsible for obtaining a Form F Certificate of Payment as required under the Strata Property Act (B.C.). The Buyer shall bear all certification and courier charges in connection with the delivery of the balance of the Purchase Price.
- 24. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 25. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary undertakings to pay out and discharge the financial charges within a reasonable period of time, and remit the balance, if any, to the Seller, provided that the Seller shall be entitled to rely on a "no-interest" letter with respect to any registration under the Personal Property Security Act and will not have to obtain a registrable release for such registration. The Buyer further agrees that the Seller's financing may remain as a charge or encumbrance against the common property of the Development until the Seller has completed the sale of the remaining Strata Lots in the Development, whereupon the Seller agrees that such financing will be discharged entirely from such common property. The Buyer agrees that the Seller will not be required to provide any discharges of security on personal property registered in the Personal Property Registry (British Columbia) until the loans secured by such financing charges have been repaid in full by the Seller provided, however, that the Seller's Lawyer shall provide to the Buyer's Lawyer an undertaking to discharge or cause to be discharged all financial charges registered against the title to the Strata Lot within a reasonable time after closing.
- 26. BUILDERS LIEN HOLDBACK:** That portion, if any, of the balance of the Purchase Price required by law to be held back by the Buyers in respect of builders' lien claims (the "Lien Holdback") will be paid to the Sellers' lawyers on the Completion Date. The Lien Holdback will be held in trust for the Buyers pursuant to the *Strata Property Act* (British Columbia) and *Builder's Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable Land Title Office in connection with work done to the Property prior to the Completion Date at the behest of the Seller. The Sellers' lawyers are authorized to pay to the Sellers (or as directed by the Sellers), on the earlier of (i) the date on which the time for filing a claim of lien under the Builders Lien Act expires; and (ii) the date which is 55 days after the earlier of (i) the date that the balance of the Purchase Price becomes due as aforesaid or (ii) the issuance of the occupancy certificate, the Lien Holdback, less the amount of any builders' lien claim filed against the Property of which the Buyers or the Buyers' lawyers notify the Sellers' lawyers in writing by 1:00 p.m. on that day. The Buyer hereby authorizes the Seller to bring any legal proceedings required to clear the title to the Property of any lien claims filed with respect to the Property,

including payment of funds into Court. The Seller will not be required to execute or deliver any other agreements, certificates, statutory declarations or assurances whatsoever with respect to Builder's Liens.

- 27. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 28. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer. In the event of material loss or damage to the Strata Lot, which in the Seller's opinion, acting reasonably, would set back construction of the Strata Lot by more than six months if the Seller did choose to rebuild, occurring before the Possession Date by reason of fire, tempest, lightning, earthquake, flood, act of God or explosion, either party may, at its option, by written notice to the other party cancel this Contract and thereupon the Buyer will be entitled to repayment of the Deposit, any interest accrued thereon shall be paid to the Seller, and neither the Seller nor the Buyer shall have any further obligation hereunder. If neither party elects to cancel this Contract as aforesaid, then the Buyer will complete the purchase of the Strata Lot on the Completion Date and the amount of any insurance proceeds in respect of the material loss or damage to the Strata Lot occurring prior to the passing of risk and not applied by the Seller or the insurer to the cost of repairs (as the case may be, depending on whether the Seller or the insurer has conduct of carrying out such repairs) will be assigned by the Seller to the Buyer. All other remedies and claims of the Buyer in the event of such damage are hereby waived.
- 29. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 30. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 31. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection use and disclosure by the Brokerages and by the managing broker(s), associate brokers(s) and representative(s) of those Brokerages (collectively the "Licensee(s)"), the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on Multiple Listing Service, the real estate board that operates the Multiple Listing Service, of personal information about the Buyer and the Seller:
- for all purposes consistent with the transaction contemplated herein;
 - if the Property is listed on a Multiple Listing Service, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service and other real estate boards of any statistics including historical Multiple Listing Service data for use by person authorized to use the Multiple Listing Service of that real estate board and other real estate boards.
 - for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - for the purpose (and to the recipients) described in the brochure published by the British Columbia Real Estate Associate entitled Privacy Notice and Consent.

The personal information provided by the Buyer and Seller may be stored on databased outside Canada, in which case it would be subject to the laws of the jurisdiction in which it is located.

- 32. ASSIGNMENTS (REDMA REQUIREMENTS):** Except as set out below, any assignment of this Agreement is prohibited. An assignment under REDMA is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the Buyer under the purchase agreement to another person or is a subsequent transfer. Each proposed party

to an assignment agreement must provide the Seller (as the developer) with the information and records required under REDMA.

The Seller hereby provides to the Buyer express notice that before the Seller consents to the assignment of this Agreement, the Seller will be required to collect information and records under REDMA from each proposed party to an assignment agreement, including personal information, respecting the following:

- a. the party's identity;
- b. the party's contact and business information;
- c. the terms of the assignment agreement; and

Information and records collected by the Seller must be reported by the Seller to the Condo and Strata Assignment Integrity Register ("CSAIR"). The information and records may only be used or disclosed for tax purposes and other purposes authorized by Section 20.5 of REDMA, which includes disclosure to the Canada Revenue Agency.

The Buyer, by signing this Agreement, expressly acknowledges having received notice from the Seller of the Seller's obligations to collect from the Buyer, any proposed assignee and any other party in connection with its consent to the assignment, the information and records required by all applicable laws in effect from time to time including in particular (but without limitation) the provisions of REDMA (including in particular Section 20.3(2) thereof) and the regulations pursuant thereto, (collectively, the "Applicable Laws") and the Buyer expressly acknowledges and agrees:

- d. to provide, and cause to be provided, to the Seller all information and records of the parties to any proposed assignment required by all Applicable Laws as is necessary or requested by the Seller to permit the Seller to consider any requested assignment of this Agreement and to comply with the requirements of, and the obligations of the Seller pursuant to, all such Applicable Laws. This covenant will survive the completion of the transaction contemplated by this Agreement or the termination of this Agreement for any reason;
- e. that such information and records collected by the Seller (including personal information) must be reported by the Seller to CSAIR, and that such information and records may only be used or disclosed for tax purposes and other purposes authorized by REDMA or any other Applicable Laws, which includes disclosure to the Canada Revenue Agency;
- f. that whether or not the Seller consents to any assignment of the Buyer's interest in this Agreement in accordance with the terms hereof, the Buyer will not, under any circumstances, assign the Buyer's interest in this Agreement in a manner that qualifies as an "avoidance transaction" as such term is defined under Section 2.04 of the Property Transfer Tax Act; and
- g. to indemnify and hold harmless the Seller and each of the Seller's directors, officers, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, duties, levies, fees, penalties, and all costs and expenses that the Indemnified Parties (or any of them) may suffer or incur under any Applicable Laws in effect from time to time, including without limitation, the Property Transfer Tax Act or any regulation(s) thereunder, in connection with any assignment or proposed assignment of the Buyer's interest in this Agreement, and this indemnity will not merge on closing but will survive the completion of the transaction contemplated in this Agreement or the termination of this Agreement for any reason.

- 33. ASSIGNMENT (DEVELOPER REQUIREMENTS):** The Buyer may only assign his or her rights under this Agreement: a) in accordance with the REDMA Requirements (above), b) with the prior written approval of the Seller or the Seller's agent, such approval not to be unreasonably withheld, and c) have the request for assignment submitted to the Seller for approval at least thirty (30) days prior to the Completion Date. If this Agreement is assigned and each time this agreement is assigned, the Seller or the Seller's agent shall require the Buyer to pay the Seller's legal and compliance costs in the sum of \$2,500 plus GST and to complete the Seller's assignment form. No assignment by the Buyer of his or her interest in the Property or in this Agreement shall have the effect of releasing the Buyer from his or her obligations and liabilities hereunder. The Seller may, in its sole discretion, waive in whole or in part the 2% administration fee (with a payment of a minimum fee of \$2,500.00 plus GST) where the Seller is satisfied that the assignment is to a Buyer's immediate family member or to a privately held corporation controlled by the Buyer. Notwithstanding the foregoing, the Seller may reasonably refuse consent to any assignment if the Seller has units for sale in the Development or any other development controlled by the Developer within 1km of the Development.
- 34. SELLER'S TERMINATION RIGHT:** The Seller will have the right, but not the obligation, to cancel this Contract by giving notice in writing to the Buyer or the Buyer's solicitors at any time on or before June 24, 2027 (or if a later date results from the application of section 13 (Outside Date), then by such later date) (referred to herein as the "Termination Date"), if by the Termination Date, the Seller is not satisfied with all aspects of the Development or Phase and decides not to proceed with the Development or Phase and the sale of the Strata Lot under this Contract. The Seller's right to cancel this Contract as aforesaid is for the sole and exclusive benefit of the Seller, and may be exercised or waived by the Seller in its sole and absolute discretion, and if the Seller delivers such written notice as contemplated in this section 34 (Seller's Termination Right), then this Contract will be null and void effective as of the day such notice is given by the Seller, the Seller will repay to the Buyer the Deposit (or that portion received by the Seller) and neither party will have any further obligation to the other hereunder. Any interest earned on the deposit will accrue to the benefit of the Seller and shall not be returned to the Buyer, unless so required under the provisions of the Real Estate Development Marketing Act (British Columbia). If the Seller does not give such notice to the Buyer pursuant to this section 34 (Seller's Termination Right), then the Seller is deemed not to have exercised its right to cancel the Contract pursuant to this section 34 (Seller's Termination Right). The Buyer acknowledges that it has received separate good and valuable consideration from the Seller in return for which the Buyer agrees not to revoke its offer herein while this Contract remains subject to the foregoing conditions in favour of the Seller.
- 35. BC HOME FLIPPING TAX ADVISORY:** The Buyer is advised that the Residential Property (Short-Term Holding) Profit Tax Act (British Columbia), effective January 1, 2025, may apply to dispositions of residential property (including assignments of this Agreement) where the property is held for less than 730 days. For pre-sale contracts, the 730-day holding period commences on the date this Agreement is executed, not the Completion Date. The Buyer is advised to obtain independent tax advice regarding the potential application of this tax.
- 36. APPOINTMENT OF PROXY:** The Buyer hereby irrevocably appoints the Seller (or its nominee) as the Buyer's proxy to attend and vote at any meeting of the strata corporation, and to consent to any matter requiring the written consent of an owner under the Strata Property Act, with respect to the following matters (the "Proxy Matters"): (a) the initial bylaws of the strata corporation; (b) the first annual operating budget; (c) the designation of limited common property; (d) the initial insurance arrangements; and (e) the appointment of the initial strata management company. This appointment shall be binding on the Buyer and any subsequent purchaser of the Strata Lot until all Proxy Matters have been completed to the Seller's satisfaction.
- 37. ADEQUATE ARRANGEMENTS — UTILITIES AND SERVICES (POLICY STATEMENT 6):** The Seller represents that it has made adequate arrangements to ensure payment of the cost of utilities and other services associated with the Strata Lot in accordance with REDMA s. 12 and BCFS Policy Statement 6. The Seller confirms that it has obtained a satisfactory financing commitment as defined in PS 6, s. 1(b).

38. **SURVIVAL:** It is agreed that the representations, warranties, guarantees, promises or agreements in this Agreement will survive the closing of the purchase and sale and will not merge. This Agreement will enure to the benefit of and be binding upon the parties to it, their respective heirs, executors, administrators, and other legal representatives and, to the extent permitted in this agreement, their respective successors and assigns.
39. **CONFIDENTIALITY:** The Buyer and Seller agree that the terms and conditions of this offer or any counter-offer (with the exception of subject removal date) shall not be disclosed to any other potential buyer of the Property without the prior written consent of the Buyer and Seller with the exception of notice of an accepted offer and subject removal dates.
40. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows:

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The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA form entitled “Disclosure of Representation in Trading Services” and hereby confirms that the Seller has an agency relationship with _____

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The Buyer acknowledges having received, read and understood the BC Financial Services Authority (BCFSA form entitled “*Disclosure of Representation in Trading Services*” and hereby confirms that the Buyer has an agency relationship _____

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The Purchaser has no designated agent and is an Unrepresented Party and has been provided with form published by the BC Financial Services Authority (BCFSA) entitled “Disclosure of Risks to Unrepresented Parties” and acknowledges that they have been advised to seek independent professional advice with respect to this transaction.

WITNESS:	BUYER:
_____	_____
[insert]	[insert]
_____	_____
[insert]	[insert]