

SUMMIT POINTE

FIRST AMENDMENT TO DISCLOSURE STATEMENT

**THIS FIRST AMENDMENT TO DISCLOSURE STATEMENT APPLIES TO
PHASES 2 and 3 only,
being STRATA LOTS 24 to 74, inclusive, STRATA PLAN KAS3745**

Date of Disclosure Statement: May 15, 2020

Date of any prior Amendments: Nil

Date of this Amendment: April 8, 2022

Name of Development: Summit Pointe

Name of Developer: Summit Drive Development Corporation

Developer's Address for Service in BC: c/o Registered and Records Office
200 – 121 St. Paul Street, Kamloops, BC V2C 3K8

Name and Business Address of any Real Estate Brokerage acting on behalf of the Developer: Royal LePage Westwin Realty
800 Seymour Street, Kamloops, BC V2C 2H5

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.

PRE-SALE OF UNITS

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 [NAME OF PURCHASER]: _____, WHO HAS CONFIRMED THAT FACT BY INITIALING IN THE SPACE PROVIDED HERE:

Initial(s) of Purchaser(s)

**THIS IS A PHASE DISCLOSURE STATEMENT FILED PURSUANT TO THE
*REAL ESTATE DEVELOPMENT MARKETING ACT***

The Disclosure Statement that applies to Phases 2 and 3 only dated May 15, 2020 for the subject development is amended as follows:

2. GENERAL DESCRIPTION

Paragraph 2.1 is amended by deleting the following paragraph (as struck out):

2.1 General Description of the Development:

~~Each Unit will come with one (1) underground storage unit and one (1) underground parking spot which will be designated as limited common property for the sole use of the individual Strata Lot owner.~~

and is replaced to include the following paragraph as marked in underline:

Each Unit will come with one (1) underground storage unit which will be designated as limited common property for the sole use of the individual Strata Lot owner. One (1) common property parking spot will be assigned to the purchaser for the sole use of the individual Strata Lot owner.

All other terms of Paragraph 2.1 remain unamended and are in full force and effect as stated in the Disclosure Statement that applies to Phases 2 and 3 only.

3. STRATA INFORMATION

Paragraph 3.4 is amended by deleting the following paragraph (as struck out):

3.4 Limited Common Property:

~~For this Development, patio areas, decks and in some cases, parking spaces in Phases 2 and 3 may be designated by the Developer as limited common property on the Strata Plan.~~

and replacing it with the following paragraph as marked in underline:

For this Development, patio areas, decks and in some cases, parking spaces in Phase 2 may be designated by the Developer as limited common property on the Strata Plan.

In Phase 3, parking stalls will not be designated as limited common property, the parking stalls will be common property stalls initially assigned by the Developer.

All other terms of Paragraph 3.4 remain unchanged and are in full force and effect as stated in the Disclosure Statement that applies to Phases 2 and 3 only.

Paragraph 3.6 is amended by deleting the following paragraph (as struck out):

3.6 Parking:

~~Each Unit will come with one (1) underground parking spot which will be designated as limited common property for the sole use of the Unit. Parking for~~

~~visitors and resident overflow will be surface parking in accordance with the requirements of the City of Kamloops.~~

and replacing it with the following paragraph as marked in underline:

Parking for Phase 3 Strata Lot owners will be in parking stalls on common property of the Development (in parking stalls located in the Phase 3 garage area or in one of 2 common property parking stalls located in the Phase 2 garage area). Such parking stalls will initially be assigned by the Developer such that each Unit will be assigned one (1) parking stall. Parking for visitors and resident overflow will be surface parking in accordance with the requirements of the City of Kamloops.

7. MISCELLANEOUS

Paragraph 7.2 is amended insofar as it relates to **Exhibit "K"** only. **Exhibit "K"** is deleted in its entirety and replaced with the attached **Exhibit "K.1"**, being a copy of the standard BC Real Estate Association and Canadian Bar Association (BC Branch) Contract which will be used for purchases of Strata Lots (the "Contract") in Phases 2 and 3. All references to **Exhibit "K"** should now read as **Exhibit "K.1"**.

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DEEMED RELIANCE

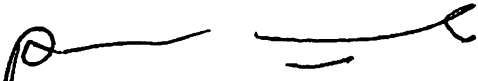
SECTION 22 OF THE REAL ESTATE DEVELOPMENT MARKETING ACT PROVIDES THAT EVERY PURCHASER WHO IS ENTITLED TO RECEIVE THIS DISCLOSURE STATEMENT IS DEEMED TO HAVE RELIED ON ANY FALSE OR MISLEADING STATEMENT OF A MATERIAL FACT CONTAINED IN THIS DISCLOSURE STATEMENT, IF ANY, AND ANY OMISSION TO STATE A MATERIAL FACT. THE DEVELOPER, ITS DIRECTORS AND ANY PERSON WHO HAS SIGNED OR AUTHORIZED THE FILING OF THIS DISCLOSURE STATEMENT ARE LIABLE TO COMPENSATE THE PURCHASER FOR ANY MISREPRESENTATION, SUBJECT TO ANY DEFENCES AVAILABLE UNDER SECTION 22 OF THE ACT.

DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 8th day of April, 2022.

SUMMIT DRIVE DEVELOPMENT CORPORATION

by its authorized signatory:



Peter Cunningham McCurrach - President



Peter Cunningham McCurrach – Director



Matthew Hugh Lawrence McCurrach –
Director

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE RESIDENTIAL

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** In the *Real Estate Services Act*, under Section 28 it requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove one or more conditions, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the authorization to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Section 4) Unless the parties are prepared to meet at the Land Title Office and exchange title documents for the purchase price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The buyer pays the purchase price or down payment in trust to the buyer's lawyer or notary (who should advise the buyer of the exact amount required) several days before the completion date and the buyer signs the documents.
 - (b) The buyer's lawyer or notary prepares the documents and forwards them for signature to the seller's lawyer or notary who returns the documents to the buyer's lawyer or notary.
 - (c) The buyer's lawyer or notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The buyer's lawyer or notary releases the sale proceeds at the buyer's lawyer's or notary's office.

Since the seller is entitled to the seller's proceeds on the completion date, and since the sequence described above takes a day or more, it is strongly recommended that the buyer deposits the money and the signed documents at least two days before the completion date, or at the request of the conveyancer, and that the seller delivers the signed transfer documents no later than the morning of the day before the completion date.

While it is possible to have a Saturday completion date using the Land Title Office's electronic filing system, parties are strongly encouraged not to schedule a Saturday completion date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) The buyer should make arrangements through the REALTORS® for obtaining possession. The seller will not generally let the buyer move in before the seller has received the sale proceeds. Where residential tenants are involved, buyers and sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the buyer to satisfy the buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. It is up to the seller to specify in the contract if there are any encumbrances, other than those listed in section 9, which are staying on title before becoming legally bound. If you as the buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.

INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE
RESIDENTIAL (continued)

6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or notary Fees and Expenses:
- attending to execution documents
Costs of clearing title, including:
- investigating title,
- discharge fees charged by encumbrance holders,
- prepayment penalties.
Real Estate Commission (plus GST).
Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

Lawyer or notary Fees and Expenses:
- searching title,
- drafting documents.
Land Title Registration fees.
Survey Certificate (if required).
Costs of Mortgage, including:
- mortgage company's lawyer/notary,
- appraisal (if applicable),
- Land Title Registration fees.
Fire Insurance Premium.
Sales Tax (if applicable).
Property Transfer Tax.
Goods and Services Tax (if applicable).

In addition to the above costs there may be financial adjustments between the seller and the buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (eg. Empty Home Tax and Speculation Tax).

7. **CLOSING MATTERS:** The closing documents referred to in sections 11, 11A and 11B of this contract will, in most cases, be prepared by the buyer's lawyer or notary and provided to the seller's lawyer or notary for review and approval. Once settled, the lawyers/notaries will arrange for execution by the parties and delivery on or prior to the completion date. The matters addressed in the closing documents referred to in Sections 11A and 11B will assist the lawyers/notaries as they finalize and attend to various closing matters arising in connection with the purchase and sale contemplated by this contract.
8. **RISK:** (Section 16) The buyer should arrange for insurance to be effective as of 12:01 am on the completion date.
9. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve), additional provisions, not contained in this form, may be needed, and professional advice should be obtained. In some instances, a Contract of Purchase and Sale specifically related to these circumstances may be available. Please check with your REALTOR® or legal professional for more information. A Property Disclosure Statement completed by the seller may be available.
10. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her immediate family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. Among the obligations included in Section 53 of the Real Estate Services Rules: If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
11. **RESIDENCY:** When completing their residency and citizenship status, the buyer and the seller should confirm their residency and citizenship status and the tax implications thereof with their lawyer/accountant.
12. **AGENCY DISCLOSURE:** (Section 21) All designated agents with whom the seller or the buyer has an agency relationship should be listed. If additional space is required, list the additional designated agents on an addendum to the Contract of Purchase and Sale.

CONTRACT OF PURCHASE AND SALE

BROKERAGE: _____ DATE: _____

ADDRESS: _____ PHONE: _____

PREPARED BY: _____ MLS® NO: _____

BUYER: _____ SELLER: SUMMIT DRIVE DEVELOPMENT CORPORATION

BUYER: _____ SELLER: _____

BUYER: _____ SELLER: _____

ADDRESS: _____ ADDRESS: C/O 200- 121 ST PAUL STREET_____ PC: _____ KAMLOOPS _____ PC: V2C 3K8**PROPERTY:**_____ 1405 _____ SPRINGHILL DRIVE

UNIT NO. _____ ADDRESS OF PROPERTY _____

KAMLOOPS _____ V2C 0B4

CITY/TOWN/MUNICIPALITY _____ POSTAL CODE _____

PID _____ OTHER PID(S) _____

PROPOSED STRATA LOT _____ SEC 31 TWP 19 RGE 17 W6M KDYD STRATA PLAN KAS3745,
PID: TO BE DETERMINED UPON FILING OF THE PHASE 3 STRATA PLAN

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The Purchase Price of the Property will be \$ _____

_____ DOLLARS (Purchase Price)

2. **DEPOSIT:** A deposit of \$ _____ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:
paid by way of bank draft within 48 hours of acceptance of offer (excluding holidays).

All monies paid pursuant to this Section (Deposit) will be paid in accordance with Section 10 or by uncertified cheque except as otherwise set out in this Section 2 and will be delivered in trust to _____ and held in trust in accordance with the provisions of the *Real Estate Services Act*. 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. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

1. **COMPLETION DATE**

See Paragraph 2 of the Addendum attached to this Contract.

2. **LIEN HOLDBACK**

See Paragraph 7 of the Addendum attached to this Contract.

3. **HOME WARRANTY**

See the Seller's Disclosure Statement. The Developer and/or it's contractor will provide confirmation of registration of home warranty coverage pursuant to the Homeowner Protection Act prior to or concurrent with completion of the purchase and sale.

4. **PROPERTY TRANSFER TAX**

The Buyer is responsible for payment of the applicable Property Transfer Tax. The Property Transfer Tax is not included in the Purchase Price in this Contract.

5. **GST AND ASSIGNMENT OF GST REBATE**

The Buyer is responsible for paying any applicable GST in connection with the purchase of the Strata Lot. The Buyer will assign the GST Rebate, if any, to the Seller. See Paragraph 5 of the Addendum attached to this Contract.

6. **FINANCING**

Subject to a new first mortgage being made available to the Buyer on or before _____ . This condition is for the sole benefit of the Buyer.

7. **TITLE SEARCH**

Please refer to the Seller's Disclosure Statement.

8. **OCCUPANCY CERTIFICATE**

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 conditional or interim City of Kamloops Occupancy Certificate or other evidence satisfactory to the Buyer that construction is finished and the Strata Lot can be occupied.

9. **SITE VISITS**

Due to insurance policies and liability issues, the Buyer agrees that it is not permissible to enter the construction site unless prior arrangements have been made through the Buyer's Realtor or the Developer. The Buyer will wear closed toe shoes and appropriate clothing when on the site (ie: no sandals).

10. **WALK-THROUGH INSPECTION (DEFICIENCY LIST)**

The Buyer and an authorized representative of the Seller and the Buyers together will conduct a walk-through inspection of the Strata Lot no later than 7 days before the Completion Date. The parties will, immediately after completion of the walk-through inspection, complete a deficiency list of mutually agreed upon items to be remedied by the Seller. The deficiency list will include a mutually agreed upon value of the deficiencies to remedied. Both parties will sign, date and retain a copy of the deficiency list. Any dispute concerning completion of deficiencies and release of the hold back will be settled by arbitration under the Commercial Arbitration Act of BC.

11. **DEFICIENCY HOLDBACK**

The Buyer and Seller agree that any outside work not completed due to weather related circumstances, any uncompleted common area work, or landscaping, will not have a value associated with the deficiency list, nor shall such deficiencies delay the release of any hold back or any part of a hold back on completion of the non-seasonal deficiencies.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

Empty box for Buyer's initials

BUYER'S INITIALS

Empty box for Seller's initials

SELLER'S INITIALS

PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

12. DESIGN STANDARDS

The Buyer acknowledges that this unit is pre-selected with colour option _____.

13. ASSIGNMENT OF LIMITED COMMON PROPERTY

Unit _____ has storage locker _____.

14. PARKING

Parking will be assigned by the Seller in a space that is strata common property. The parking space assigned to the unit will be space _____.

15. DISCLOSURE STATEMENT

The Buyer confirms having had an opportunity to read and review the Developer's Disclosure Statement dated MAY 15, 2020 and any Amendments prior to having written this Contract of Purchase and Sale.

16. PROPERTY CONDITIONS DISCLOSURE STATEMENT

Not applicable. See the Developer's Disclosure Statement.

17. MEASUREMENTS

The Buyer accepts that all measurements provided are approximate and that they have verified any measurements that may be important to them.

18. ADDENDUM

Summit Pointe Addendum to form part of this contract - 5 pages attached.

19. SELLER'S ELECTION

See Paragraph 9 of the Addendum attached to this Contract.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

Three empty rectangular boxes for Buyer's initials.

BUYER'S INITIALS

Three empty rectangular boxes for Seller's initials.

SELLER'S INITIALS

PROPERTY ADDRESS

- 4. **COMPLETION:** The sale will be completed on SEE ATTACHED ADDENDUM, yr. _____ (Completion Date) at the appropriate Land Title Office.
- 5. **POSSESSION:** The Buyer will have vacant possession of the Property at _____ o'clock ____m. on SEE ATTACHED ADDENDUM, yr. _____ (Possession Date) or, subject to the following existing tenancies, if any:

- 6. **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 SEE ATTACHED ADDENDUM, yr. _____ (Adjustment Date).
- 7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:
REFRIGERATOR, NATURAL GAS STOVE, WASHER & DRYER, WINDOW COVERINGS, STORAGE UNIT, FORCED AIR COMBINATION UNIT, MICROWAVE, DISHWASHER

BUT EXCLUDING:

- 8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____, yr. _____
- 9. **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, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
- 10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer or Lawyer's/Notary's or real estate brokerage's trust cheque.
- 11. **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 4 pm on the Completion Date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) 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); (2) a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

- 11B. **GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. **TIME:** Time will be of the essence hereof, and unless the balance of the 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, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions under the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. **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").
- 14. **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, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. **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.
- 16. **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.
- 17. **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.
- 18. **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.
- 19. **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 Broker(s) and representative(s) of those Brokerages (collectively the "Designated Agent(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:

A. for all purposes consistent with the transaction contemplated herein:

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

- B. 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 persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the British Columbia Real Estate Association’s Privacy Notice and Consent form.

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

20. **ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller’s authorization and instruction set out in Section 25(c) below is a confirmation of the equitable assignment by the Seller in the listing contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. **RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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INITIALS

A. 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 JERRI VAN PERSONAL REAL ESTATE CORPORATION
DESIGNATED AGENT(S)

who is/are licensed in relation to ROYAL LEPAGE WESTWIN REALTY
BROKERAGE

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INITIALS

B. The Buyer acknowledges having received, read and understood the BCFSA form entitled “Disclosure of Representation in Trading Services” and hereby confirms that the Buyer has an agency relationship with _____
DESIGNATED AGENT(S)

who is/are licensed in relation to _____
BROKERAGE

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INITIALS

C. The Seller and the Buyer each acknowledge having received, read and understood the BCFSA form entitled “Disclosure of Risks Associated with Dual Agency” and hereby confirm that they each consent to a dual agency relationship with _____
DESIGNATED AGENT(S)

who is/are licensed in relation to _____
BROKERAGE

having signed a dual agency agreement with such Designated Agent(s) dated _____

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INITIALS

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood the BCFSA form “Disclosure of Risks to Unrepresented Parties” from the Seller’s agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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BUYER’S INITIALS

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SELLER’S INITIALS

PROPERTY ADDRESS

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INITIALS

E. If only (B) has been completed, the Seller acknowledges having received, read and understood the BCFA form "Disclosure of Risks to Unrepresented Parties" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

22. **ACCEPTANCE IRREVOCABLE** (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. 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.

23. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

24. **OFFER:** This offer, or counter-offer, will be open for acceptance until _____ o'clock ____m. on _____, yr. _____ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), 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.

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the *Immigration and Refugee Protection Act*:

YES

--	--	--

INITIALS

NO

--	--	--

INITIALS

<p>_____ BUYER</p> <p>_____ PRINT NAME</p> <p>_____ WITNESS</p>	<p>_____ BUYER</p> <p>_____ PRINT NAME</p> <p>_____ WITNESS</p>	<p>_____ BUYER</p> <p>_____ PRINT NAME</p> <p>_____ WITNESS</p>
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25. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after Completion.

Seller's acceptance is dated _____, yr. _____

The Seller declares their residency:

RESIDENT OF CANADA

--	--	--

 INITIALS

NON-RESIDENT OF CANADA

--	--	--

 INITIALS as defined under the *Income Tax Act*.

<p>_____ SELLER</p> <p>_____ SUMMIT DRIVE DEVELOPMENT CORPORATION PRINT NAME</p> <p>_____ WITNESS</p>	<p>_____ SELLER</p> <p>_____ PRINT NAME</p> <p>_____ WITNESS</p>	<p>_____ SELLER</p> <p>_____ PRINT NAME</p> <p>_____ WITNESS</p>
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*PREC represents Personal Real Estate Corporation
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SUMMIT POINTE

DISCLOSURE STATEMENT

**THIS DISCLOSURE STATEMENT APPLIES ONLY TO
PHASES 2 and 3 only,
being STRATA LOTS 24 to 74, inclusive, STRATA PLAN KAS3745**

Date: May 15th, 2020

Developer: SUMMIT DRIVE DEVELOPMENT CORPORATION
PO Box 3279, Kamloops, BC V2C 6B8

Address for Service: c/o Registered and Records Office
200 – 121 St. Paul Street, Kamloops, BC V2C 3K8

Real Estate Agent: Royal LePage Westwin Realty
800 Seymour Street, Kamloops, BC V2C 2H5

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.

PRE-SALE OF UNITS

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 [NAME OF PURCHASER]: _____, WHO HAS CONFIRMED THAT FACT BY INITIALLING IN THE SPACE PROVIDED HERE:

Initial(s) of Purchaser(s)

**THIS IS A PHASE DISCLOSURE STATEMENT FILED PURSUANT TO THE
*REAL ESTATE DEVELOPMENT MARKETING ACT***

The Right of Rescission information set out below, in relation to section 21 of the *Real Estate Development Marketing Act*, applies **ONLY** to new purchasers who have not previously received a disclosure statement in respect of this development property. Purchasers who have previously received a prospectus or disclosure statement in respect of this development property accrued a right to rescind at that time and, pursuant to section 21(1)(b) of the *Real Estate Development Marketing Act*, do **NOT** have a further right to rescind. This notice does not affect any rights a purchaser may have under the purchaser's purchase agreement or at common law.

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 seven (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.

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EXHIBITS TO DISCLOSURE STATEMENT

Exhibit "A"	Strata Plan KAS3745 - Phase 1 (registered) and Phase 1 LCP Designation
Exhibit "B"	Proposed Sketch Plan of Phases 2 and 3, Strata Plan KAS3745
Exhibit "C"	Proposed Design/Floor Plan Drawings
Exhibit "C-1"	Building Permits for Phase 2 and Phase 3
Exhibit "D"	Form P - Phasing Declaration LB357481
Exhibit "E"	Development Permits LB96827 and LB99784
Exhibit "F"	Proposed Form V - Unit Entitlement (Phases 2 and 3)
Exhibit "G"	Strata Bylaws LB464453, CA3953171, CA4699052, CA7166908, CA7711702 and CA8098744
Exhibit "H"	Strata Corporation KAS3745 Budget for the year ending June 30, 2018
Exhibit "H-1"	Proposed Estimated Operating Budget and Strata Fees (Phases 2 and 3)
Exhibit "I"	Strata Management Contract
Exhibit "J"	Rental Disclosure Statement (filed May 13, 2009)
Exhibit "K"	Proposed Contract of Purchase and Sale
Exhibit "L"	Proposed Addendum to Contract of Purchase and Sale
Exhibit "M"	Settlement Agreement with Strata Corporation KAS3745

1. THE DEVELOPER

- 1.1 Summit Drive Development Corporation (the "Developer") is a company incorporated under the laws of the Province of British Columbia on the 1st day of May, 2008, under Incorporation No. BC0823846.
- 1.2 The Developer was incorporated for the purpose of developing land in the City of Kamloops. The Developer does not own any other assets other than the development property, as hereinafter defined.
- 1.3 The registered and records office of the Developer is 200 – 121 St. Paul Street, Kamloops, BC V2C 3K8.
- 1.4 (a) The directors of the Developer are as follows:

<u>Name</u>	<u>Address</u>
Peter Cunningham McCurrach	Box 3279 Kamloops, BC V2C 6B8
Matthew Hugh Lawrence McCurrach	Box 3279 Kamloops, BC V2C 6B8

There are no other directors of the Developer.

- (b) The officers of the Developer are as follows:

<u>Name</u>	<u>Office Held</u>
Peter Cunningham McCurrach	President
Matthew Hugh Lawrence McCurrach	Secretary

There are no other officers of the Developer.

- 1.5 (a) The nature and extent of the experience of the Directors of the Developer is as follows:
 - (i) Peter McCurrach (aka Peter Cunningham McCurrach) has played a major role in the growth and development of Kamloops, B.C., since 1971. Peter has developed countless subdivisions, and more than 1,000 housing units through the City of Kamloops from custom built homes to multi-family developments and full residential subdivisions. Some of the projects he has worked on are Orabella (high-end strata townhomes), Hidden Trails at Mount Dufferin, single family subdivision lots in the Dufferin area of Kamloops as

well as many others. His business has received numerous awards including the Keystone Award from the Canadian Home Builders Association, the BC Built Green Award.

- (ii) Matthew McCurrach (aka Matthew Hugh Lawrence McCurrach) joined his father, Peter, in the construction industry in 1995. Matthew has developed countless subdivisions, and housing units through the City of Kamloops from custom built homes to multi-family developments and full residential subdivisions. Some of the projects he has worked on are Orabella (high-end strata townhomes), Hidden Trails at Mount Dufferin, single family subdivision lots in the Dufferin area of Kamloops as well as many others. Matthew is the current past President of the Canadian Home Builders' Association of BC. Matthew has also worked with TRU and the YMCA in Kamloops on the Y Dream Home Lottery.
- (b) neither the Developer, nor its directors and officers or principal holders or directors and officers of principal holders have, within the ten (10) years preceding the date of the Developer's Declaration attached to this Disclosure Statement, 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 moneys secured by a mortgage of land or to arranging, administering or dealing in mortgages of land, or to theft or fraud;
- (c) neither the Developer nor its directors and officers or principal holders or directors and officers of principal holders have, within the last five (5) years declared bankruptcy, 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 or receiver-manager or trustee appointed to hold assets of that person;
- (d) neither the Developer nor its directors and officers or principal holders or directors and officers of principal holders have, within the five years prior to the date of the Developer's declaration attached to the disclosure statement, been a director, officer or principal holder of any other Developer that, while that person was acting in that capacity, that other Developer:
 - (i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud; or

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

1.6 **Conflict of Interest:** Neither the Developer nor its managers, directors and officers or principal holders or directors and officers of principal holders have any existing or potential conflicts of interest among them or with any other persons or entities in connection with the development which could reasonably be expected to affect a purchaser's purchase decision.

2. GENERAL DESCRIPTION

2.1 **General Description of the Development:** The development known as **Summit Pointe** (the "Development") is a phased building strata development located at 1405 Springhill Drive, Kamloops, BC is comprised of 74 single family residential strata units (each a "Strata Lot" or a "Unit", as the case may be) to be constructed in a configuration of three 4 storey buildings in each of Phases 1, 2 and 3.

The Developer has completed Phase 1 of the Development. Phase 1, Building A, comprises 23 Strata Lots or Units constructed in a 4 storey apartment condo style building. The Strata Plan for Phase 1 was filed in the Kamloops Land Title Office on December 10, 2009 under Strata Plan KAS3745. A copy of the Phase 1 Strata Plan noting registration details of the Kamloops Land Title Office is attached hereto as **Exhibit "A"**.

This Disclosure Statement is filed in respect of Phases 2 and 3 only. Phases 2 and 3 will consist of 51 single residential Strata Lots as shown on the sketch plan of the Development attached hereto as **Exhibit "B"** which shows the approximate location of each Strata Lot and the common property. The sketch plan also shows the existing and completed Phase 1.

Buildings in each of Phases 2 and 3 will consist of:

<u>Phase</u>	<u>No. of Units per Phase</u>	<u>Type of Building</u>
2	20	Building B - apartment condo style strata building
3	31	Building C - apartment condo style strata building

Each Unit will consist of a single family residential apartment condo style unit , which will be constructed in a configuration of a 4 storey building in each of Phases 2 and 3.

All buildings will be wood frame construction and constructed in one of the proposed design/floor plan drawings attached as **Exhibit "C"** hereto.

The proposed square footages of the Units range from approximately 949 to 1235 square feet or approximately 88 to 114 meters square. The proposed layout of the Units is set out in the attached **Exhibit "C"**.

Areas are approximate as designated by the project designer. The strata plan registered at the Land Title Office may show smaller habitable areas as the surveyor will use inside room dimensions rather than outside dimensions which are used by the architect.

Actual Strata Lots are subject to changes or alterations as may be determined by the Developer without notice.

Actual Square Footage and Layout of Units, as constructed, are subject to changes or alterations as may be determined by the Developer without notice.

Each Unit will come with one (1) underground storage unit and one (1) underground parking spot which will be designated as limited common property for the sole use of the individual Strata Lot owner.

All patios and balconies will be designated as limited common property for the sole use of the individual Strata Lot owner.

Parking for visitors will be surface parking and will be provided in accordance with the requirements of the City of Kamloops.

Each Strata Lot owner will be responsible for real property taxes levied against the Strata Lot. Property taxes are levied by and payable to the City of Kamloops.

Each Strata Lot owner will also be responsible for their own utilities (hydro, gas, telephone, cable and/or internet).

In Phase 2 there will be common facilities within the Development that will consist of a brick or cement patio amenity area.

In Phase 3 there will be common facilities within the Development that will consist of an Amenity Room, as well as visitor and overflow resident parking.

Each Strata Lot will be created by deposit of a strata plan (the "Strata Plan") in the Kamloops Land Title Office in accordance with the provisions of the *Strata Property Act* of British Columbia. The fee simple ownership of each Strata Lot will be owned individually by persons to whom the Developer will sell. The Developer may combine two or more phases on one Strata Plan.

Strata Corporation KAS3745 was created by deposit of the Phase 1 Strata Plan in the Kamloops Land Title Office. All owners of Strata Lots will be part of the Strata Corporation in accordance with the *Strata Property Act*.

All Strata Lots will be fee-simple ownership. Each strata lot owner will also own a proportionate share in the common property, including other assets of Strata Corporation KAS3745.

Each Strata Lot owner will also own a proportionate share in the common property, if any, including any other assets of the strata corporation, including common facilities, if any.

The Strata Corporation will own and be responsible for any common property which consists primarily of:

private access roads within the Development
visitor and overflow resident parking
landscaping / grounds
paths / walkways on the grounds
hallways
elevators

as shown on **Exhibit "C"**, as well as any improvements that may be installed within the common property.

The Developer may apply to amend the Strata Plan and/or the number and/or the order of the phases subject to the provisions of the *Strata Property Act*. The Developer may retain ownership of some of the Strata Lots. The Developer may combine two or more phases on one strata plan.

2.2 **Permitted Use:** The Development property is located within the City of Kamloops and is zoned pursuant to Zoning Bylaw RM-2 (Multiple Family - Medium Density):

(a) RM-2 (Multiple Family - Medium Density) allows for:

- Multiple family residential
- Daycare facility in an existing single family residential dwelling
- Home-based business
- Residential care facility in an existing single family residential dwelling
- Rooming house limited to no more than one per block face

This Development will be a residential development with limited ancillary commercial use as provided for in the zoning bylaws as further limited by the filed strata bylaws.

If required, further information and details regarding the applicable RM-2 (Multiple Family - Medium Density) zoning requirements and permissible uses can be obtained from City of Kamloops at 7 Victoria Street West, Kamloops, BC V2C 1A2.

- 2.3 **Phasing:** The Development is part of a phased strata plan, which is a development constructed and completed in parts. Phases 2 and 3 of Development are part of a three (3) phase Strata Plan (Phase 1 consisting of 23 apartment condo style Strata Lots having been completed previously by the Developer) with a total of 74 Strata Lots when complete. All phases and/or parts will merge with the previously completed Phase 1 and will form one strata corporation when the Development is complete.

It is proposed that the number of Strata Lots to be created in each of Phases 2 and 3 will be as follows:

<u>Phase</u>	<u>Number of Strata Lots in Phase</u>
2	20
3	31

The common facilities within the Development will be:

- elevators
- patio area (Phase 2)
- amenity room (Phase 3)

The common facilities are for use by all Strata Lot owners.

A Form P - Phasing Declaration, pursuant to the *Strata Property Act*, was required for Phases 1 to 3, inclusive and was filed in the Kamloops Land Title Office under No. LB357481. A copy of the Form P - Phasing Declaration, as filed, is attached as **Exhibit "D"**.

The Developer has on deposit, security with the City of Kamloops, as required by the Approving Officer as a condition of approval for the common facilities, if any (such as internal roadways and visitor parking), to be provided as part of subsequent Phases 2 and 3.

A Developer may elect not to proceed with any further phase, in which case Section 235 of the *Strata Property Act* will apply.

At this time the Developer is marketing Phase 2 (Strata Lots 24 to 43, inclusive) and Phase 3 (Strata Lots 44 to 74, inclusive).

The Developer is entitled to and reserves the right to re-configure the number of Strata Lots in each phase. The Developer is entitled to and reserves the right not to proceed with subsequent phases.

- 2.4 **Building Construction:** The Developer will construct the residential improvements on the Strata Lots and has obtained a building permit as required. All improvements must conform to City of Kamloops Development Permit No. DPM00164 registered in the Kamloops Land Title Office under Nos. LB96827 and LB99784, copies of which are attached as **Exhibit "E"**.

3. STRATA INFORMATION

- 3.1 **Unit Entitlement:** The unit entitlement of each Strata Lot is a figure indicating its share in the common property (if any), common facilities (if any) and the assets of the Strata Corporation, by which its contribution to the expenses of the common property is determined. The unit entitlement is based upon the habitable area in square feet or meters and rounded to the nearest whole number.

Habitable area is defined as "the area of a residential strata lot which can be lived in, but does not include patios, balconies, garages, parking stalls, or storage areas other than closet space".

A copy of the proposed Form V - Unit Entitlement for Phases 2 and 3 that the Developer proposes to file with the Strata Plan is attached as **Exhibit "F"**. The unit entitlements for Phases 2 and 3 may change once as built surveys are completed for the units in Phases 2 and 3. There may be minor changes to the habitable area in each of Phases 2 and 3 after as built surveys are completed.

- 3.2 **Voting Rights:** Each Strata Lot will have one vote in the Strata Corporation.
- 3.3 **Common Property and Facilities:** The common property and facilities will consist of:

- an internal roadway or roadways to service the Development
- landscaped areas
- visitor and resident overflow parking
- elevators
- patio area (Phase 2)
- amenity room (Phase 3)

The common property may be used by all Strata Lot owners as determined by the strata council and the owners pursuant to the provisions of the *Strata Property Act*.

- 3.4 **Limited Common Property:** Limited common property is an area within the common property that is designated for the exclusive use by one or more strata lot owners. The Strata Corporation may, by bylaw, make an owner responsible for the repair and maintenance of limited common property that the owner has a right to use. Common property may also be designated as limited common property by a resolution passed by a 3/4 vote at an annual or special general meeting.

Purchasers in Phases 2 and 3 should be aware that by a 3/4 vote taken at a special general meeting held February 27, 2020 of Phase 1 owners of Strata Corporation KAS3745, the amenity room (aka fitness room) located in Phase 1 is designated as limited common property for the exclusive use of the owners of Strata Lots 1 to 23, inclusive, in Phase 1. Please see section 7.4, Other Material Facts, for further information regarding the Phase 1 amenity room limited common property designation.

The Strata Corporation is responsible for maintaining all common property, including limited common property. Pursuant to Bylaws 2 and 8 of the Standard Bylaws, an owner is responsible for maintaining and repairing limited common property which they use, except the following which the Strata Corporation shall repair and maintain:

- (a) repair and maintenance that in the ordinary course of events occurs less than once a year;
- (b) the structure of a building;
- (c) the exterior of a building
- (d) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (e) doors, windows or skylights, on the exterior of a building or that front on the common property; and
- (f) fences, railings and similar structures that enclose patios, balconies and yards.

For this Development, patio areas, decks and in some cases, parking spaces in Phases 2 and 3 may be designated by the Developer as limited common property on the Strata Plan.

- 3.5 **Bylaws:** The bylaws for the Strata Corporation will be the Standard Bylaws which are attached to the *Strata Property Act* as a schedule, and as amended by the bylaw amendments previously passed by the Strata Corporation and filed in the Land Title Office under Nos. LB464453, CA3953171, CA4699052, CA7166908, CA7711702 and CA8098744 , copies of which are attached hereto as **Exhibit "G"**.

Purchasers should note that the amendment creating Bylaw 13, as filed under No. CA8098744 at the Land Title Office, created different types relating to how Phase 1 is heated and how Phases 2 and 3 will be heated, including the allocation of the costs related to the heating, as follows:

"13. For the purposes of section 99 of the Act and section 6.4 of the Strata Property Regulation (regarding the allocation of operating expenses in relation to limited common property and types of strata lots) the following are different types of strata lots:

- (a) **(the "Geothermal Type")** - those strata lots benefitting from the ground source heat pump geexchange energy system (the "Geothermal System"); and
- (b) **(the "Non-Geothermal Type")** - those strata lots which do not benefit from the Geothermal System,

and the operating expenses (which are only those expenses that occur annually or more often than annually) relating to the Geothermal System will be the sole responsibility of the Geothermal Type (and for clarity, if there is a deficit or surplus in the budget in respect of the such expenses, then the Geothermal Type will pay or be credited the difference accordingly)."

Please see section 7.4, Other Material Facts, for further information regarding the Bylaw 13 Amendment noted above.

Prospective Purchasers should specifically note sections 4.1 to 4.5 of document CA4699052 of Exhibit "F" which pertain to pets.

- 3.6 **Parking:** Each Unit will come with one (1) underground parking spot which will be designated as limited common property for the sole use of the Unit. Parking for visitors and resident overflow will be surface parking in accordance with the requirements of the City of Kamloops.
- 3.7 **Furnishings and Equipment:** No furnishings or equipment will be provided with the sale of the Strata Lots except as noted herein.
- An appliance package consisting of a fridge, stove, dishwasher, microwave, washer and dryer will be included with the sale of Strata Lots.
- 3.8 **Budget:** Each Strata Lot owner will be responsible for the payment of property taxes, hydro, gas, telephone, cable and/or internet, and contents and liability insurance for their residence.

Phases 2 and 3 will **not** have geothermal systems. Phases 2 and 3 will be constructed with individually metered natural gas and electrical services for heating and cooling. Please refer to section 3.5 - Bylaws (above) regarding the allocation of costs relating to heating and cooling.

A copy of the Phase 1 budget for the Development for 2018 and 2019 (prepared by Columbia Property Management Ltd. and approved by the Strata Corporation for the year ending June 30, 2018) is attached hereto as **Exhibit "H"**. This budget is approved for only the first Phase (Strata Lots 1 to 23, inclusive) Strata Lots. The Strata Corporation shall be responsible for the payment of those items which are set out in **Exhibit "H"**.

A proposed **ESTIMATED OPERATING BUDGET** for Phases 2 and 3 (prepared by Columbia Property Management Ltd.) is attached hereto as **Exhibit "H-1"**.

The **estimated operating budget for Phases 2 and 3**, based on the approved Phase 1 budget, is premised upon the assumption that Phases 2 and 3 of the Development will be completed.

Purchasers are cautioned that insurance rates fluctuate rapidly, snow loads vary from year to year and utility costs increase each year. The amounts set out in the estimated operating budget are the Strata Corporation's best estimates only and may change substantially from year to year.

Contingency Reserve Fund

In accordance with the *Strata Property Act*, the Developer established a contingency reserve fund by making a minimum contribution to that fund at the time of the first conveyance of a Strata Lot to a purchaser in Phase 1.

The Phase 1 budget includes a contingency reserve fund amount equal to 5% of the estimated operating expenses (in addition to the 5% contributed by the Developer). The contingency reserve fund contribution was increased to 10% of the estimated operating expenses after the first annual general meeting of the Strata Corporation and is required to be at least 10% each year until the contingency reserve fund is at least equal to 25% of the estimated operating expenses, at which time the Strata Corporation may approve a different amount.

3.9 Utilities and Services:

- (a) **Water:** City of Kamloops will supply water to the distribution system to be installed by the Developer. The water lines and any works ancillary thereto within the common property shall be the property of the Strata Corporation and shall be maintained by the Strata Corporation. Any water line on or under an individual Strata Lot or limited common property assigned to a Strata Lot shall be maintained by and at the expense of the Strata Lot owner;
- (b) **Electricity:** BC Hydro - to be installed by the Developer. Each Strata Lot owner will be responsible for payment for their own electricity usage for their unit. Each Unit has a separate meter;
- (c) **Sewerage:** City of Kamloops sewerage system to be installed by the Developer. The sewer lines and any works ancillary thereto within the common property, or within any easement area over the Strata Lot

shall be the property of the Strata Corporation and shall be maintained by the Strata Corporation. Any sewer line on or under an individual Strata Lot or limited common property assigned to a Strata Lot shall be maintained by and at the expense of the Strata Lot owner;

- (d) **Natural Gas:** FortisBC - to be installed by the Developer. Each Strata Lot owner will be responsible for payment for their own gas usage for their unit - separate meters;
- (e) **Fire Protection:** City of Kamloops;
- (f) **Telephone/
Cable/ Internet:** Telus and/or Shaw - to be installed by the Developer. Each Strata Lot owner will be responsible for payment for their own telephone and/or cable and/or internet usage for their Unit;
- (g) **Garbage:** City of Kamloops. The Strata Corporation will be responsible for the cost of garbage services;
- (h) **Access:** City of Kamloops roadways via Springhill Drive. Access roads within the Development will be private road(s) constructed by the Developer and maintained by the Strata Corporation.

The subdivision is serviced as of the date of this Disclosure Statement.

Internal roadways will be completed for a specific phase prior to filing of the Phase 2 Strata Plan at the Land Title Office.

3.10 **Strata Management Contracts:** The Strata Corporation has entered into a strata management contract in the form attached hereto as **Exhibit "I"** with Columbia Property Management at 101 - 388 - 1st Avenue, Kamloops, BC, which is subject to change at the option of the Strata Corporation. The strata manager is not related to the Developer.

3.11 **Insurance:** The Developer will place all risk and public liability insurance in respect of the Development while the Development is under construction and for that period of time until the Strata Corporation is created by the filing of the Strata Plan in the Kamloops Land Title Office and until such time as the strata council has arranged replacement insurance in the name of the Strata Corporation. Pursuant to Section 149 of the *Strata Property Act*, the Developer will maintain full replacement insurance on:

- (a) Buildings shown on the Strata Plan;
- (b) Common property;

- (c) Common assets;
- (d) Fixtures built or installed on the Strata Lot by the Developer as part of the original construction.

Fixtures are defined in Regulation 9.1(1) to the *Strata Property Act* as “items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other items.”

The above noted property will be insured against “major perils”, which are defined in Regulation 9.1(2) to the *Strata Property Act* as “fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.” The Developer will obtain liability insurance to insure the Strata Corporation against liability for property damage and bodily injury in an amount not less than \$2 million.

The purchaser of each Strata Lot will be responsible for insuring the contents of the Unit.

The purchaser of each Strata Lot will also be responsible for liability insurance for all uses related to his or her Unit at his or her own expense.

- 3.12 **Rental Disclosure Statement:** Section 139 of the *Strata Property Act* provides that a developer must disclose to any purchaser the developer's intention to lease strata lots. It is the intention of the Developer to sell all of the Strata Lots in the Development to Purchasers for their own use. However, the Developer reserves the right to rent or lease Strata Lots which are not sold for an indefinite period of time. A rental disclosure statement is attached hereto as **Exhibit "J"**.

4. TITLE AND LEGAL MATTERS

- 4.1 **Legal Description:** The current legal description of the property comprising the Development for Phases 2 and 3 is:

PID: 027-299-473
Lot A Section 31 Township 19 Range 17 West of the 6th Meridian
Kamloops Division Yale District Plan KAP85323 except Strata
Plan KAS3745 (Phase 1)

(the "Development Property")

The legal description will change upon filing of the Phase 2 and Phase 3 Phased Strata Plans in the Land Title Office.

4.2 **Ownership:** The Development Property is registered in the name of Summit Drive Development Corporation (Inc. No. BC0823846).

4.3 **Existing Encumbrances and Legal Notations:**

The following charges are registered against the title to the Development Property at this time:

- (a) Legal Notation: Annexed Easement LB357480 over That Part of Lot A Plan 32913 shown on Plan KAP90117 for the purposes of maintaining garden and landscaped areas on a portion of the City of Kamloops boulevard;
- (b) Legal Notation: Phased Strata Plan Declaration (Form P) filed under No. LB357481;
- (c) Legal Notation: Annexed Easement LB357510 (see LB357509) in favour of The Owners of Strata Plan KAS3745 (Phase 1) for the purposes of vehicle and pedestrian access and access to utilities over, under and through the remainder Development Property;
- (d) Legal Notation: this title may be affected by a Permit under Part 26 of the *Local Government Act*, See LB96827, relating to Development Permit DPM00164;
- (e) Legal Notation: this title may be affected by a Permit under Part 26 of the *Local Government Act*, See LB99784, relating to Development Permit DPM00164;
- (f) Mortgage LA77380 in favour of First West Credit Union, formerly Valley First Credit Union, being an extension of KV57382, as extended by LB136728 (as to part former Lot 49 Plan 23989). This Mortgage as extended will be partially discharged on the completion of the sale of each Strata Lot;
- (g) Assignment of Rents LA77381 in favour of First West Credit Union, formerly Valley First Credit Union, being an extension of KV57383, as extended by LB136729 (as to part former Lot 49 Plan 23989). This Assignment of Rents as extended will be partially discharged on the completion of the sale of each Strata Lot;
- (h) Mortgage LB136728 in favour of First West Credit Union, formerly Valley First Credit Union, being an extension of LA77380 (as to Part former Closed Road on Plan KAP85322) as more particularly noted in subparagraph (f) above;
- (i) Assignment of Rents LB136729 in favour of First West Credit Union, formerly Valley First Credit Union, being an extension of LA77381 (as to

Part former Closed Road on Plan KAP85322) as more particularly noted in subparagraph (g) above;

- (j) Exceptions and Reservations LB138096 regarding permanent closure and removal of highway dedication pursuant to Section 40 of the *Community Charter* and cancellation of the Right of Resumption LB136726 pursuant to Section 35 of the *Community Charter*;
- (k) Statutory Right of Way LB330978 in favour of Terasen Gas Inc.;
- (l) Statutory Right of Way LB354780 in favour of British Columbia Hydro and Power Authority;
- (m) Statutory Right of Way LB354781 in favour of Telus Communications Inc.;
- (n) Statutory Right of Way LB356090 in favour of Terasen Energy Services Inc. for the operation and maintenance of the geothermal exchange or geothermal energy infrastructure located in Phase 1 of the Development;
- (o) Covenant LB357474 in favour of the City of Kamloops restricting use of the Development Property for any other purpose than a strata development;
- (p) Statutory Right of Way LB357475 (see Plan KAP90115) in favour of the City of Kamloops relating to operation, installation and maintenance of utilities;
- (q) Statutory Right of Way LB357476 (see Plan KAP90116) in favour of the City of Kamloops relating to operation, installation and maintenance of utilities;
- (r) Easement LB357509 appurtenant to the Common Property of Strata Plan KAS3745 (Phase 1) for the purposes of vehicle and pedestrian access and access to utilities over, under and through the remainder Development Property, as also noted in subparagraph (c) above;
- (s) Statutory Right of Way CA8079752 in favour of FortisBC Energy Inc.

4.4 **Proposed Encumbrances:**

The Developer will register concurrently with the Phase 2 and/or the Phase 3 Strata Plans:

- (a) such further rights of way, easements, or covenants as may be required by the City of Kamloops, utility service providers and others, including a reciprocal access easement agreement.

Copies of all registered charges and encumbrances may be obtained from the Land Title Office or the Developer. It is recommended that prospective Purchasers independently review and consider these documents.

4.5 **Outstanding or Contingent Litigation or Liabilities:** There are no outstanding or contingent litigation or liabilities in respect of the Development Property or against the Developer that may affect the Strata Corporation or Purchasers.

4.6 **Environmental Matters:** The Developer is not aware of any flooding or drainage overflow hazards with respect to the Development Property. The Developer is not aware of any dangers or requirements imposed by the City of Kamloops or other governmental authority relating to flooding or to the conditions of the soil and subsoil.

5. CONSTRUCTION AND WARRANTIES

5.1 **Construction Dates:** The estimated dates for commencement and completion of construction of all phases is as follows:

<i>Estimated</i> <u>Date of Construction</u>	<u>Phase</u>	<i>Estimated</i> <u>Completion Date of Construction</u>
August 1, 2019 to November 1, 2019	2	September 31, 2021 to December 31, 2021
August 1, 2019 to November 1, 2019	3	September 31, 2023 to December 31, 2023

5.2 **Warranties:** For any Units that the Developer builds, the Developer will register the Units for home warranty pursuant to the *Homeowner Protection Act* of British Columbia. The home warranty is that which is commonly described as 2/5/10.

If any appliances or equipment are provided by the Developer, then any manufacturer's warranty will be passed on to the purchaser or the Strata Corporation at the time of sale, as the case may be, if and to the extent permitted by such warranty.

The Developer is not responsible for any repairs or warranty issues relating to any appliances or equipment after the date of sale to the purchaser of the Unit.

5.3 **Previously Occupied Building:** Not applicable.

6. APPROVALS AND FINANCES

6.1 **Development Approval:** The Development meets existing zoning. The Developer obtained approval for the Development as evidenced by the issuance of a

Development Permit No. DPM00164 registered in the Kamloops Land Title Office under Nos. LB96827 and LB99784, copies of which are attached as **Exhibit "E"**.

- 6.2 **Building Permit(s):** Building permits for Phases 2 and 3 of the Development Property have been issued by the City of Kamloops. Copies of the building permits are attached as **Exhibit "C-1"** hereto.
- 6.3 **Construction Financing:** The Developer has sufficient funds to provide all servicing required for the Development at this time. Site servicing has been completed.

7. MISCELLANEOUS

- 7.1 **Deposits:** Deposit monies received from a purchaser or lessee shall be held in trust in the manner required by the *Real Estate Development Marketing Act* until the Plan of Subdivision is deposited in the Kamloops Land Title Office, the premises purchased or leased are capable of being occupied and an instrument evidencing the interest of the purchaser or lessee in the Subdivision Lot has been registered in the Kamloops Land Title Office.

Deposit monies pursuant to any Contract of Purchase and Sale Agreement will not accrue interest.

7.2 **Purchase Agreement:**

- (a) Attached as **Exhibit "K"** is a copy of the standard BC Real Estate Association and Canadian Bar Association (BC Branch) Contract which will be used for purchases of Strata Lots (the "Contract") in Phases 2 and 3.

Purchasers are advised that:

Paragraph 20A of the Contract (Exhibit "K") provides that no assignment of the Purchase Contract is permitted without the Developer's written consent. Paragraph 20A is deleted in its entirety and replaced with Paragraph 1 as set out in Exhibit "L" - Addendum to the Contract (as defined in subsection (b) below) and states:

"1. NO ASSIGNMENT OF CONTRACT

The Buyer has no right to assign this Contract and the Buyer acknowledges that the Seller may refuse consent to such assignment in its sole discretion.

The Buyer may not assign his or her interest in the Property without the Seller's written consent, and unless the Seller so consents, the Seller will not be required to convey the Property to anyone other than the Buyer named in this Contract. The Seller may, at its option, charge an administration fee equal to 1.5% of the Purchase Price as consideration

for agreeing to an assignment of the Buyer's interest in the Property or in this Contract and for any associated legal and administrative costs, except that there will be no such charge if the assignee is the Buyer's spouse, parent, child, grandparent or grandchild. Following any assignment, the assignor will not be relieved of his or her obligations under this Contract but will continue to remain liable to perform all obligations of the Buyer under this Contract. The Buyer will not advertise or solicit offers from the public with respect to the resale of the Property by the Buyer before the Completion Date without the express prior written consent of the Seller, which consent may be arbitrarily withheld.

Without the Developer's prior consent, any assignment of a Purchase Agreement is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.

Before the Seller consents to an assignment of a purchase agreement, the Seller will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

- (i) the party's identify;
- (ii) the party's contact and business information;
- (iii) the terms of the assignment agreement.

The Information and records collected by the Seller must be reported by the Seller to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by Section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency."

- (b) Attached as **Exhibit "L"** is a copy of an Addendum to the Contract (the "Addendum") which will be used for purchases of Strata Lots in Phases 2 and 3.

Purchasers (Buyer in the Contract and the Addendum) are advised that:

- (i) Paragraph 2 (Deposit) of the Contract (Exhibit "J") provides that in the event the Purchaser fails to pay the deposit as required by the Contract the Seller may at its option terminate the Contract. Paragraph 2 also sets out terms for dealing with release of the deposit, if any, made by the Purchaser pursuant to the Contract;
- (ii) Paragraph 3 (Terms and Conditions) of the Contract provides that if the conditions of the Contract are not waived or declared fulfilled in writing by the party for which the condition benefits, the Contract will be terminated and the deposit returned;
- (iii) Paragraph 12 (Time) of the Contract provides that time will be of the essence and permits the Seller to cancel the Contract and retain the Buyer's deposit if the Buyer defaults.
- (iv) Paragraph 12 (Time) of the Contract also provides that the Seller may terminate the Contract if the Buyer is not able to pay the balance of the purchase price on the Completion Date;
- (v) Paragraph 1 (No Assignment of Contract) of the Addendum provides that no assignment of the Contract will be permitted.

Please see paragraph 7.2(a) above that summarizes the no assignment provisions as well as paragraph 1 of the Addendum;

- (vi) Paragraph 2 (Completion Date) of the Addendum permits the Developer to extend the completion date in certain circumstances beyond the Developer's control, provided that the Developer has exercised all reasonable diligence in completing construction;

Regardless of the reason for delay, if the Developer is unable to provide the Property to the Buyer by the Final Date then the Buyer may terminate the Contract;

- (vii) Paragraph 9 (Seller's Election) of the Addendum permits the Developer to rescind any Contract if the Developer has not sold, in the Developer's sole discretion, sufficient Strata Lots;

Upon such termination by the Developer, the Purchaser shall be entitled to an immediate return of all deposits and shall have no further claim against the Developer;

- (viii) Paragraph 10 (Risk) of the Addendum permits the Buyer to terminate the Contract in the event of loss of the Strata Lot or damage to it caused by fire, tempest, lightning, earthquake, flood or other Act of God, explosion or civil commotion;

(ix) **Paragraph 12 (Time) of the Addendum permits the Developer to cancel the Contract and retain the Buyer's deposit as liquidated damages if the Buyer defaults.**

(x) **Paragraph 12 (Time) of the Addendum also provides that the Developer may terminate the Contract if the Buyer is not able to pay the balance of the purchase price on the Completion Date and that the deposit would be forfeited to the Seller in such circumstance.**

(c) **Purchase Deposits pursuant to the Contract and Addendum will not be placed in interest bearing accounts and will not accrue interest.**

7.3 **Developer's Commitments:** Any landscaping and/or road paving which is not completed at the time of conveyance of a Strata Lot will be secured by bonding with City of Kamloops as a condition of final approval of the Strata Plan.

7.4 **Other Material Facts:**

(a) **Settlement Agreement:** The Developer has entered into a Settlement Agreement with Strata Corporation KAS3745 with respect to heating and cooling for Phases 1, 2 and 3. The Settlement Agreement relates to the bylaw amendment described in section 3.5 above (regarding the creation of different types of strata lots and the consequential allocation for heating and cooling costs) and the designation of the amenity room (aka fitness room) located in Phase 1 as limited common property for the exclusive use of the Phase 1 owners. A copy of the Settlement Agreement is attached hereto as Exhibit "M".

(b) **Fire and Liability Insurance:** Please refer to paragraph 3.11 -Insurance in this Disclosure Statement as to insurance coverage. ***The purchaser of each unit will be responsible for insuring the contents of the unit. The purchaser will also be responsible for liability insurance for all uses related to his or her Strata Lot at his or her own expense.***

(c) **Financing Lot Purchases:** The Developer has made no arrangements for financing the purchase of the Strata Lots.

(d) **GST on monthly assessments:** Owners of residential strata lots may be required to pay GST on their monthly assessments due to the Strata Corporation. Owners will complete a GST status survey, if required.

(e) **Electronic and/or Fax Transmission:** The Developer and Buyer acknowledge that documents transmitted by email and/or fax shall constitute delivery of original documentation and signatures.

DEEMED RELIANCE

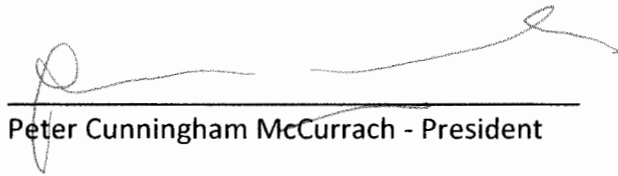
SECTION 22 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* PROVIDES THAT EVERY PURCHASER WHO IS ENTITLED TO RECEIVE THIS DISCLOSURE STATEMENT IS DEEMED TO HAVE RELIED ON ANY FALSE OR MISLEADING STATEMENT OF A MATERIAL FACT CONTAINED IN THIS DISCLOSURE STATEMENT, IF ANY, AND ANY OMISSION TO STATE A MATERIAL FACT. THE DEVELOPER, ITS DIRECTORS AND ANY PERSON WHO HAS SIGNED OR AUTHORIZED THE FILING OF THIS DISCLOSURE STATEMENT ARE LIABLE TO COMPENSATE THE PURCHASER FOR ANY MISREPRESENTATION, SUBJECT TO ANY DEFENCES AVAILABLE UNDER SECTION 22 OF THE ACT.

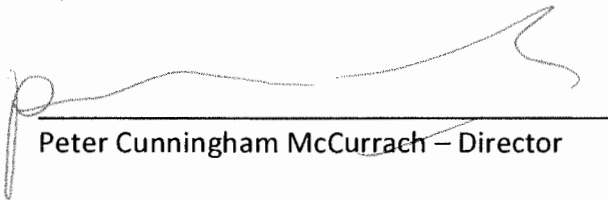
DECLARATION

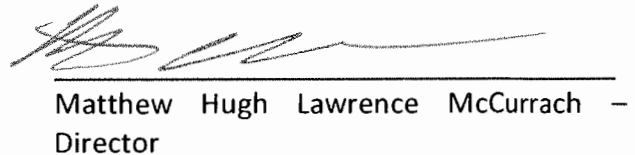
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 15th day of May, 2020.

SUMMIT DRIVE DEVELOPMENT CORPORATION

by its authorized signatory:


Peter Cunningham McCurrach - President


Peter Cunningham McCurrach – Director


Matthew Hugh Lawrence McCurrach –
Director

STRATA PLAN KAS 3745 PHASE 1

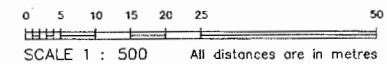
Deposited and Registered in the Land Title Office at Kamloops, B.C., this 10th day of December 20, 09.

Abstract
Registrar *AB* UB 357482

STRATA PLAN PHASE 1 OF PART OF LOT A, Sec 31, Tp 19, R 17, W6M, KAMLOOPS DIVISION YALE DISTRICT PLAN KAP85323,

CITY OF KAMLOOPS

B.C.G.S. 92 1 .069



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 432mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:500.

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS 7716364 & 7716447 OF INTEGRATED SURVEY AREA NO. 23 KAMLOOPS NAD83(CSRS).

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES EXCEPT WHERE OTHERWISE NOTED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY COMBINED FACTOR 0.9999479.

THIS PLAN LIES WITHIN THE THOMPSON-NICOLA REGIONAL DISTRICT.

- LEGEND**
- STANDARD IRON POST FOUND
 - STANDARD IRON POST PLACED
 - ⊙ CONTROL MONUMENT

Note : Building dimensions are to outside of exterior Foundation walls.

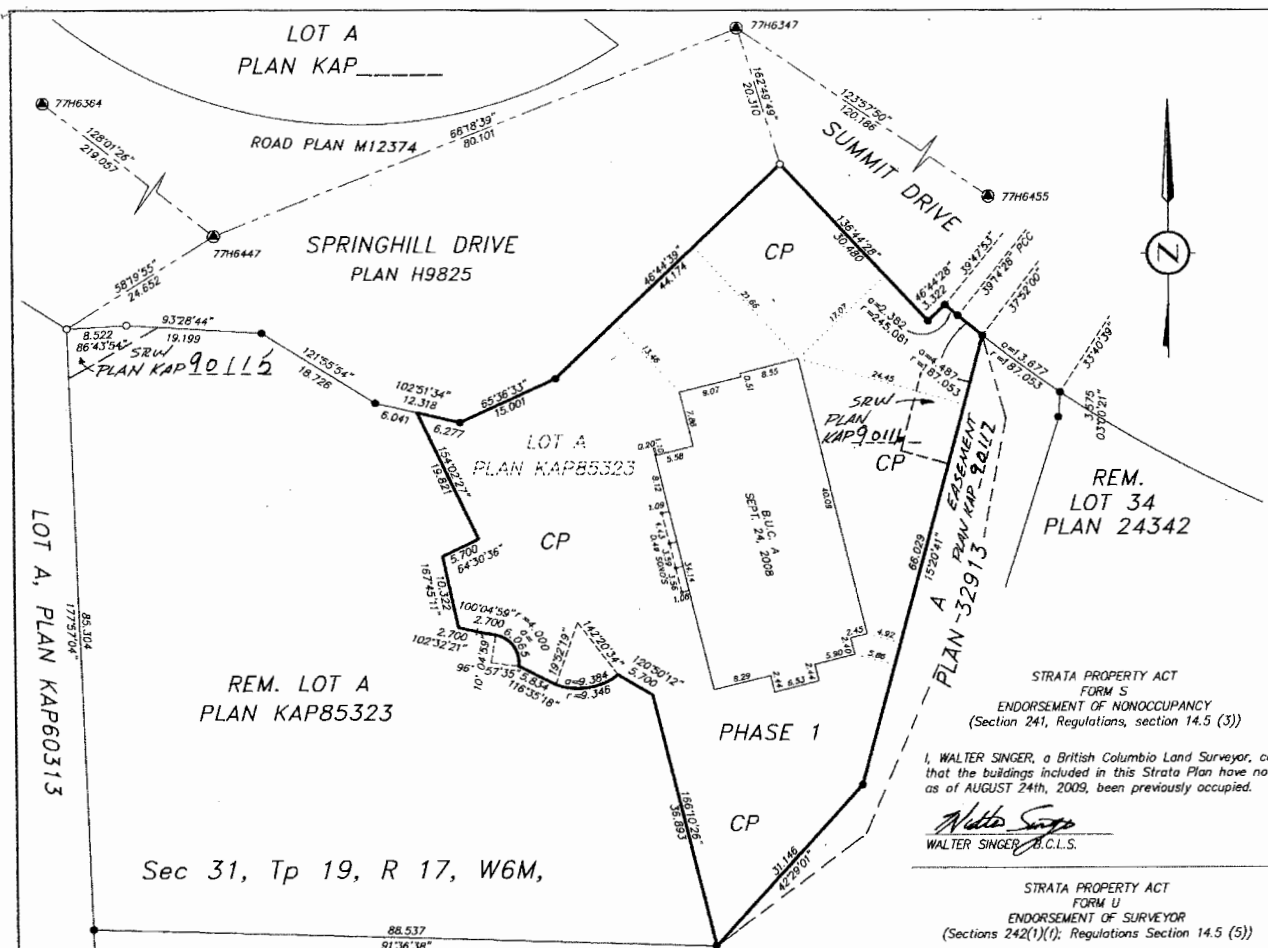
CIVIC ADDRESS :
1405 SPRINGHILL DRIVE
KAMLOOPS, B.C.

I, W.H. SINGER, A BRITISH COLUMBIA LAND SURVEYOR, OF THE CITY OF KAMLOOPS, IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERINTENDED THE SURVEY REPRESENTED BY THIS PLAN AND THAT THE SURVEY AND PLAN ARE CORRECT. THE FIELD SURVEY WAS COMPLETED ON THE 24th DAY OF AUGUST, 2009. THE PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST FILED UNDER ECP #100297, ON THE 26th DAY OF AUGUST, 2009.

Walter Singer
W.H. SINGER B.C.L.S.

COSTER AND SINGER
BC AND CANADA LAND SURVEYORS
#301-7 ST. PAUL STREET WEST,
KAMLOOPS, BC, V2C 1E9
TEL: 250-374-5331 FAX: 250-374-5332
DRAWN BY: WS/EG
DRAWING NO: 06307351R-P1-1
FILE NO: 063073
FB: 228 P: 110-111

Scott Huyghebaert



STRATA PROPERTY ACT
FORM S
ENDORSEMENT OF NONOCCUPANCY
(Section 241, Regulations, section 14.5 (3))

I, WALTER SINGER, a British Columbia Land Surveyor, certify that the buildings included in this Strata Plan have not, as of AUGUST 24th, 2009, been previously occupied.

Walter Singer
WALTER SINGER B.C.L.S.

STRATA PROPERTY ACT
FORM U
ENDORSEMENT OF SURVEYOR
(Sections 242(1)(i); Regulations Section 14.5 (5))

I, WALTER SINGER, a British Columbia Land Surveyor, certify that the Buildings shown in this Strata Plan are within the external boundaries of the land that is the subject of the Strata Plan.

Date: AUGUST 24th, 2009.

Walter Singer
Walter Singer B.C.L.S.

STRATA PROPERTY ACT
FORM Q
ENDORSEMENT OF APPROVAL FOR PHASED STRATA PLAN
(Sections 224, Regulations Section 14.5 (1))

Approved as Phase 1 of a 3 Phase Strata Plan under Section 224 of the Strata Property Act.

Date: December 9, 2009.

Scott Huyghebaert
Approving Officer
CITY OF KAMLOOPS

STRATA PROPERTY ACT
FORM R
ENDORSEMENT FOR COMMON FACILITIES IN PHASED STRATA PLAN

(SECTION 225; REGULATION SECTION 14.5(2))
I CERTIFY THAT THE FITNESS ROOM WHICH ACCORDING TO THE PHASED STRATA PLAN DECLARATION IN FORM P FILED FOR THIS STRATA PLAN WAS TO HAVE BEEN CONSTRUCTED IN CONJUNCTION WITH THIS PHASE, HAS BEEN PROVIDED FOR IN ACCORDANCE WITH SECTION 125(2) OF THE STRATA PROPERTY ACT.

Witness Mortgagee
Scott Huyghebaert VALLEY FIRST CREDIT UNION
(Inc. No. BC723235)

Signature: *Scott Huyghebaert*
Address: 308 1180 Seymour Kamloops
Occupation: Lawyer
Authorized Signatory: *Scott Huyghebaert*
Authorized Signatory: *Scott Huyghebaert*

DATE: December 9, 2009
Scott Huyghebaert
APPROVING OFFICER
CITY OF KAMLOOPS

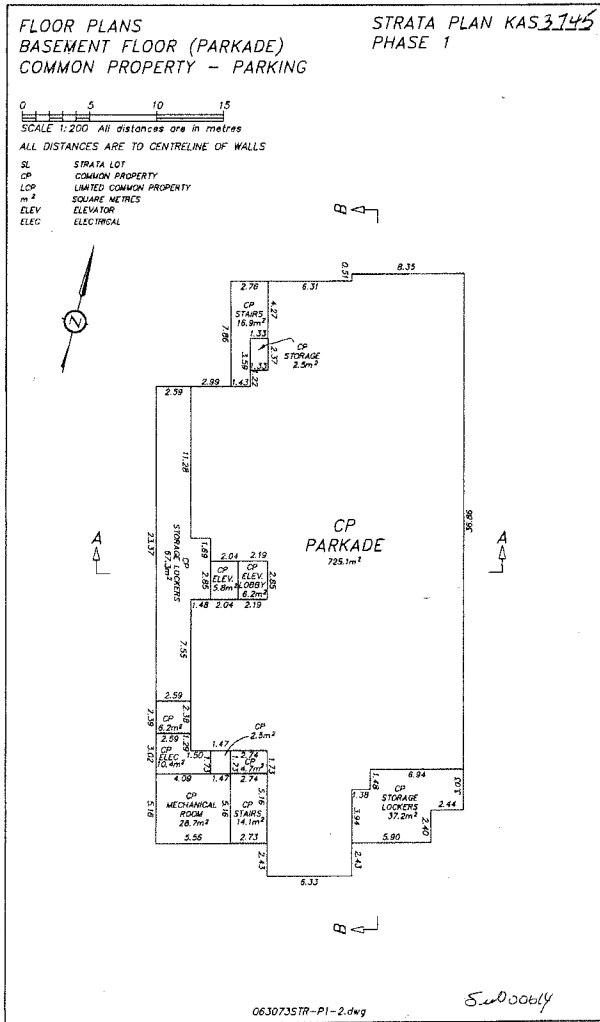
Witness Owner
Scott Huyghebaert SUMMIT DRIVE DEVELOPMENT CORPORATION
(Inc. No. 0823846)

Signature: *Scott Huyghebaert*
Print: SCOTT HUYGHEBAERT
Address: 300-140 SEYANUE ST Kamloops BC
Occupation: Lawyer
Authorized Signatory: *Scott Huyghebaert*
Authorized Signatory: PETER MCCURRACH

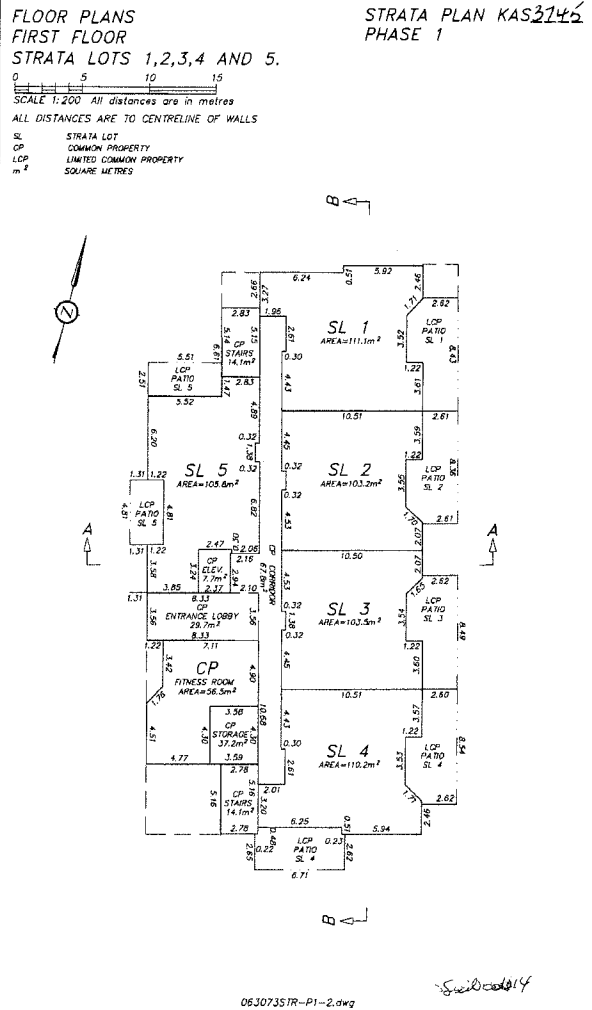
EXHIBIT "A"

ORIGINAL

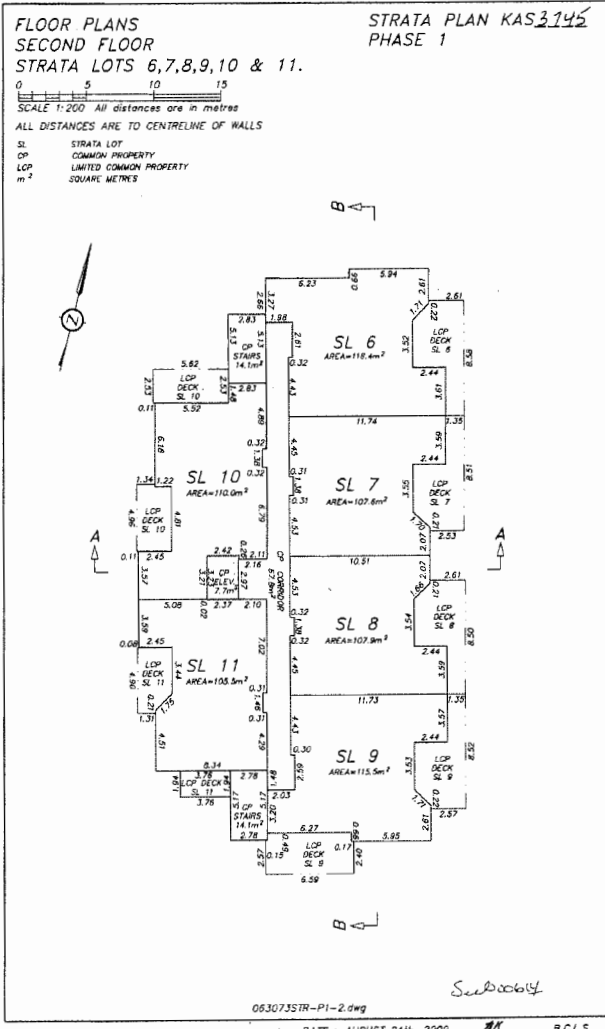
SHEET 2 OF 8 SHEETS



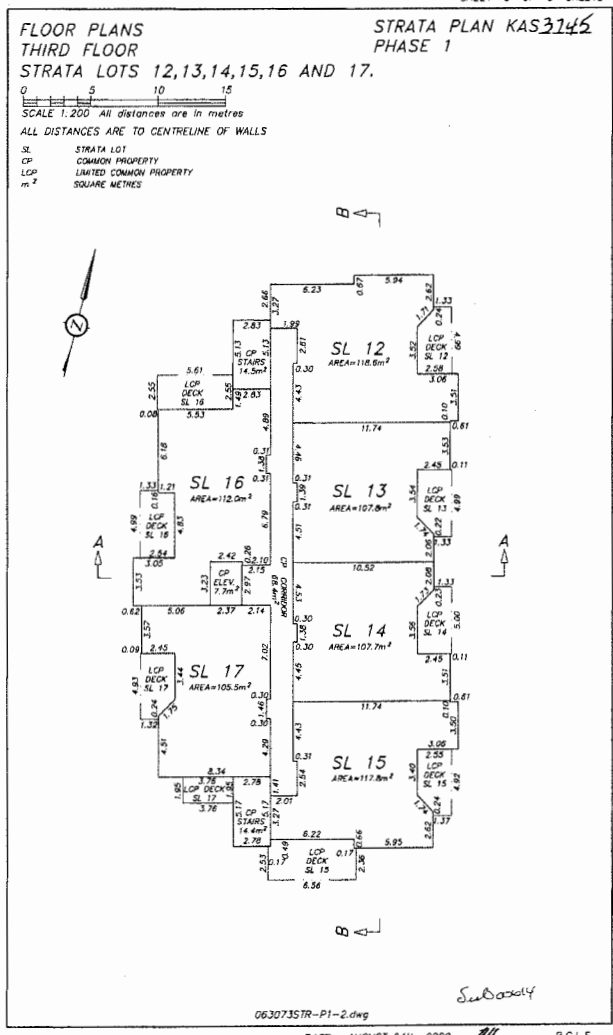
SHEET 3 OF 8 SHEETS



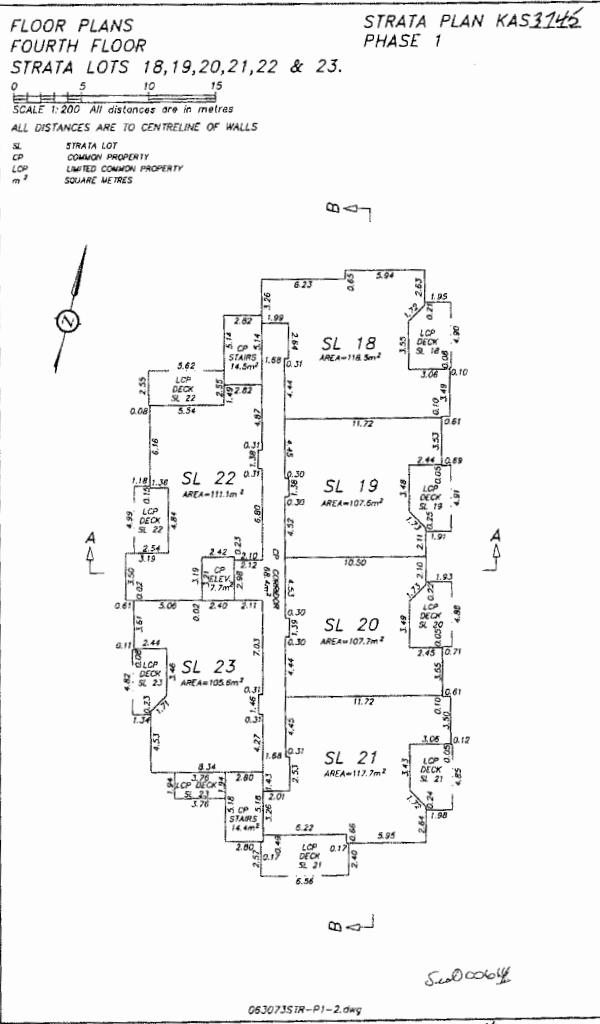
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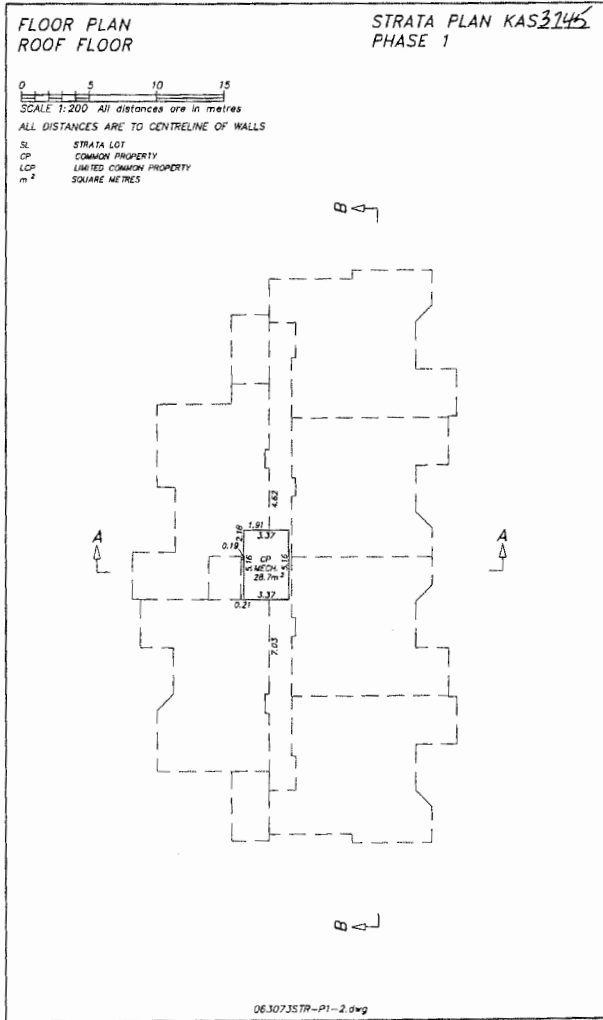
SHEET 5 OF 8 SHEETS

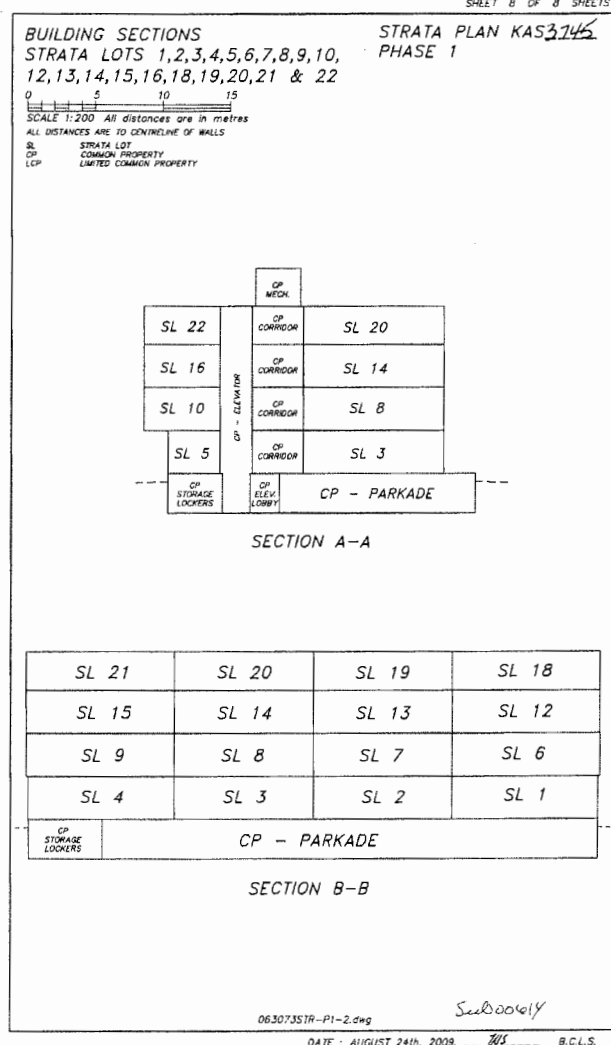


SHEET 6 OF 8 SHEETS



SHEET 7 OF 8 SHEETS





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

Samantha Diane Kampman AUZIL6	Digitally signed by Samantha Diane Kampman
	AUZIL6
	Date: 2020.03.20 11:02:37 -07'00'

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

GILLESPIE & COMPANY LLP

Lawyers

200 - 121 St. Paul Street

Kamloops

BC V2C 3K8

Summit Drive/Summit Pointe

19 1084 001 - SPD/SDK*cms

LCP Fitness Room - Ph 1

Document Fees: \$29.66

Deduct LTSA Fees? Yes

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

Designate Limited Common Property

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR COMMON PROPERTY, STRATA PLAN KAS3745

Related Plan Number: **KAS3745**

RESOLUTION
OF
THE OWNERS, STRATA PLAN KAS3745

WHEREAS:

- A. pursuant to s. 74 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"), a strata corporation may designate common property as limited common property for the exclusive use of the owners of one or more strata lots, if the resolution is passed by a 3/4 vote of the owners at an annual or special general meeting;

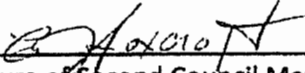
BE IT RESOLVED by a 3/4 vote of THE OWNERS, STRATA PLAN KAS3745 (the "Strata Corporation") that:

1. pursuant to s. 74 of the Act, that the common property shown on the sketch plan attached as Schedule "A" and forming part of this resolution be designated as limited common property for the exclusive use of strata lots 1 through 23 inclusive; and
2. the resolution contained herein is conditional on the Strata Corporation passing resolutions to enter into a settlement agreement with Summit Drive Development Corporation and to amend its bylaws, and will take effect concurrently with such resolutions.

Date: May 16, 2020.



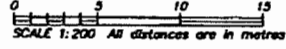
Signature of Council Member John Dumesnil



Signature of Second Council Member Clara Foxcroft
(not required if council consists of only one member)

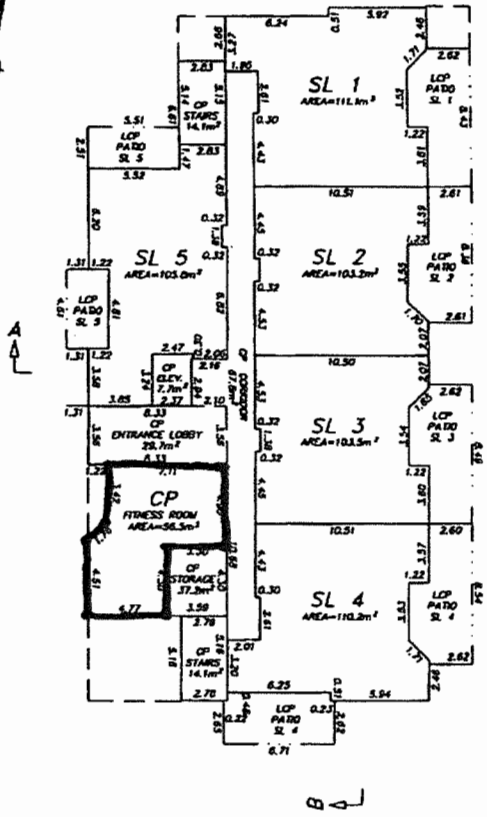
FLOOR PLANS
FIRST FLOOR
STRATA LOTS 1,2,3,4 AND 5.

STRATA PLAN KAS3745
PHASE 1



ALL DISTANCES ARE TO CENTRELINE OF WALLS

- SL STRATA LOT
- CP COMMON PROPERTY
- LCP LIMITED COMMON PROPERTY
- m² SQUARE METRES



SCHEDULE "A"

Sue O'Connell

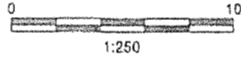
063073STR-P1-2.dwg

DATE: AUGUST 24th, 2009, 201 B.C.L.S.

06/11/09

**SKETCH PLAN TO ACCOMPANY A 3/4 VOTE
RESOLUTION TO DESIGNATE COMMON PROPERTY
AS LIMITED COMMON PROPERTY FOR
STRATA LOTS 1 TO 23 INCLUSIVE
OF STRATA PLAN KAS3745 (PHASE 1),
Sec. 31, Tp. 19, R. 17, W6M, KDYD**

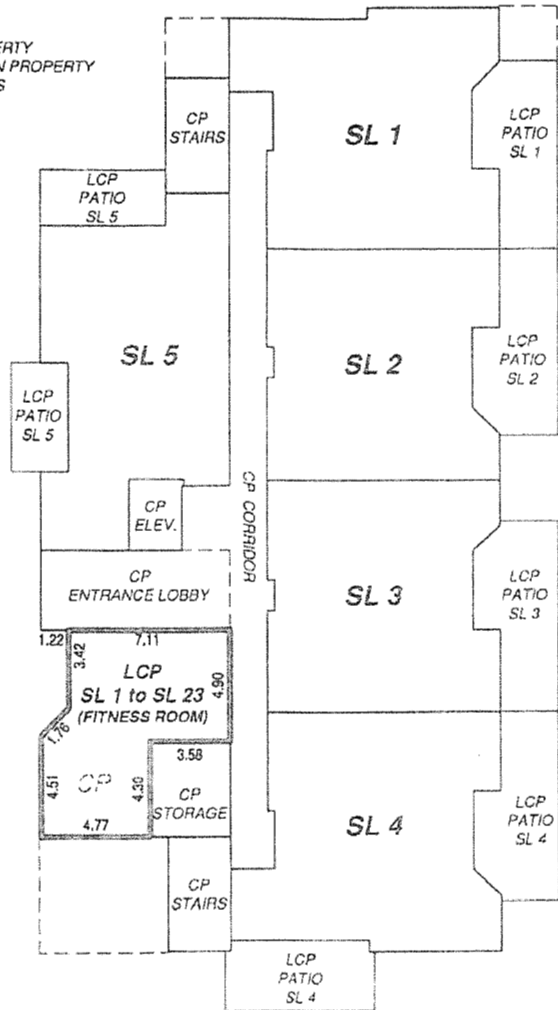
PURSUANT TO SECTION 74 OF THE STRATA PROPERTY ACT



ALL DISTANCES ARE TO CENTRELINE OF WALLS

LEGEND

- SL ... STRATA LOT
- CP ... COMMON PROPERTY
- LCP ... LIMITED COMMON PROPERTY
- m² ... SQUARE METRES
- ELEV... ELEVATOR



201 - 2079 Falcon Road ■ Kamloops BC ■ V2C 4J2
tel 250.828.0881 ■ fax 250.828.0717
info-kam@TRUE.bc.ca

DRAWN BY:
DWG FILE: 1192-101_PH 1 LCP SK_200212
JOB NO: 1192-101

FB: ■ P:

CERTIFIED THIS 12th DAY OF FEBRUARY, 2020.

[Signature]
BCLS

LAND TITLE ACT
FORM DECLARATION

Related Document Number: CA8098745

PAGE 1 OF 1 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

Steven Philip Dumont 6GKTT5	Digitally signed by Steven Philip Dumont 6GKTT5
	Date: 2020.04.01 13:40:12 -07'00'

I, Corinne Schley, Legal Assistant, of 200 - 121 St. Paul Street, Kamloops, BC V2C 3K8, declare that:

1. Document CA8098745 does not state the date on which an annual or special general meeting of The Owners, Strata Plan KAS3745 was held.
2. The Resolution attached to and forming part of Document CA8098745 should read as follows:

RESOLUTION
OF
THE OWNERS, STRATA PLAN KAS3745

PASSED AT AN ANNUAL OR SPECIAL GENERAL
MEETING HELD ON FEBRUARY 27, 2020

WHEREAS:

- A. pursuant to s. 74 of the Strata Property Act, S.B.C. 1998, c. 43 (the "Act"), a strata corporation may designate common property as limited common property for the exclusive use of the owners of one or more strata lots, if the resolution is passed by a 3/4 vote of the owners at an annual or special general meeting;

BE IT RESOLVED by a 3/4 vote of THE OWNERS, STRATA PLAN KAS3745 (the "Strata Corporation") on February 27, 2020 that:

1. pursuant to s. 74 of the Act, that the common property shown on the sketch plan attached as Schedule "A" and forming part of this resolution be designated as limited common property for the exclusive use of strata lots 1 through 23 inclusive; and
2. the resolution contained herein is conditional on the Strata Corporation passing resolutions to enter into a settlement agreement with Summit Drive Development Corporation and to amend its bylaws, and will take effect concurrently with such resolutions.
3. I make this Declaration in support of final registration of Document CA8098745.

NOTE:

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

Fee Collected for Document: \$14.20

LAND TITLE ACT
FORM DECLARATION

Related Document Number: CA8098745

PAGE 1 OF 7 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

Steven Philip Dumont 6GKTT5	Digitally signed by Steven Philip Dumont 6GKTT5 Date: 2020.04.03 13:26:32 -07'00'
-----------------------------------	---

I, Corinne Schley, Legal Assistant, of 200 - 121 St. Paul Street, Kamloops, BC V2C 3K8, declare that:

1. attached to this Declaration is a copy of a signed Settlement Agreement made between The Owners, Strata Plan KAS3745 and Summit Drive Development Corporation relating to designation of the Phase 1 Amenity Room as limited common property for the benefit of the Phase 1 Strata Lots and the filing of amended bylaws creating two different types of strata lots.
2. I make this Declaration in support of final registration of Document CA8098745.

NOTE:

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

Fee Collected for Document: \$0.00

EXPENSE ALLOCATION SETTLEMENT AGREEMENT

This agreement is made the 27th day of February 2020

BETWEEN:

SUMMIT DRIVE DEVELOPMENT CORPORATION
Box 3279
Kamloops, BC V2C 6B8

(the "Developer")

AND:

THE OWNERS, STRATA CORPORATION KAS3745

(the "Strata")

WHEREAS:

- A. The Developer is the developer of a multi-family real estate development known as "Summit Pointe" in Kamloops, British Columbia (the "Development");
- B. The first phase of the Development ("Phase 1") has been constructed and the first phase of strata plan KAS3745 was deposited in the Kamloops Land Title Office in 2009;
- C. Phase 1 consists of a single building containing 23 individual apartment-style strata lots and common property, including an amenity room (the "Phase 1 Amenity Room");
- D. The Developer intends to complete the second and third phases ("Phase 2" and "Phase 3", respectively) of the Development;
- E. Pursuant to a disclosure statement filed in accordance with the *Real Estate Development Marketing Act*, Phase 1 was constructed with a common geothermal heating and cooling system (the "Geothermal System");
- F. The Geothermal System provides all heating and cooling to the Phase 1 strata lots and the Phase 1 Amenity Room;
- G. The Developer originally intended to expand the Geothermal System to service Phase 2 and 3, but has since determined that constructing Phases 2 and 3 of the Development with geothermal heating and cooling is not feasible;
- H. The Developer now intends to construct Phases 2 and 3 with individually metered natural gas and electrical services for heating and cooling;
- I. A dispute has arisen between the Developer and the Strata as to who should be responsible for the operating costs of the Geothermal System;

J. In accordance with the Strata Property Act (and Regulations) the parties have agreed to amend the Strata's bylaws (the "Bylaw Amendment") to identify two different types of strata lots, being:

- (a) those that benefit from the Geothermal System; and
- (b) those that do not benefit from the Geothermal System;

K. In order for Phases 2 and 3 strata lots to not benefit from the Geothermal System, the Phase 1 Amenity Room must be designated as limited common property ("LCP") for the benefit of the Phase 1 units, and the parties have agreed to effect such LCP designation;

L. The parties have agreed that effective as of the date of this agreement, the operating expenses relating to the Phase 1 Amenity Room will be allocated to the strata lots in Phase 1;

M. The Strata has passed a resolution by $\frac{3}{4}$ vote confirming the terms of this agreement, a copy of which is attached hereto as Schedule "M";

Now therefore this agreement witnesses that the parties agree as follows:

1. Strata Obligations

- (1) The Strata will, as of the effective date of this agreement, designate the Phase 1 Amenity Room as LCP.
- (2) The Strata will, as of the effective date of this agreement, amend its bylaws to include the following:

"For the purposes of section 99 of the Act and section 6.4 of the Strata Property Regulation (regarding the allocation of operating expenses in relation to limited common property and types of strata lots) the following are different types of strata lots:

- a) (the "Geothermal Type") - those strata lots benefitting from the ground source heat pump geoexchange energy system (the "Geothermal System"); and
- b) (the "Non-Geothermal Type") - those strata lots which do not benefit from the Geothermal System,

and the operating expenses relating to the Geothermal System will be the sole responsibility of the Geothermal Type (and for clarity, if there is a deficit or surplus in the budget in respect of the such expenses, then the Geothermal Type will pay or be credited the difference accordingly).

- (3) The Strata agrees it will not take any action to repeal or further amend its bylaws in respect of the subject matter of this agreement, unless and until the Developer has completed the Development and no longer owns any of the strata lots in the Development.

2. Developer Obligations

- (1) The Developer will construct Phases 2 and 3 as contemplated herein, with individually metered natural gas and electrical services for each strata lot.
- (2) The Developer will not take any steps to cause the Strata to be responsible for the repair and maintenance of any heating and cooling systems located within a strata lot.
- (3) The Developer will pay the costs associated with designating the Phase 1 Amenity Room as LCP including survey, filing, and legal costs.

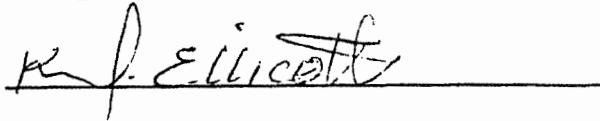
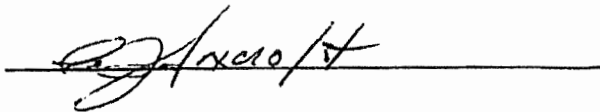
3. Counterparts

- (1) Time is of the essence in this agreement.
- (2) This agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.
- (3) No modification of or amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties and no waiver of any breach of any term or provision of this agreement will be effective or binding unless made in writing and signed by the party purporting to give the same.
- (4) This agreement may be signed in counterparts and delivered by facsimile or electronic transmission.

IN WITNESS of which the parties have executed this agreement on the date first stated above.


THE OWNERS, STRATA CORPORATION KAS3745

Per:



SUMMIT DRIVE DEVELOPMENT CORPORATION

Per:



Matthew McCurrach

RESOLUTION
OF
THE OWNERS, STRATA PLAN KAS3745

WHEREAS:

- A. pursuant to s. 74 of the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"), a strata corporation may designate common property as limited common property for the exclusive use of the owners of one or more strata lots, if the resolution is passed by a 3/4 vote of the owners at an annual or special general meeting;

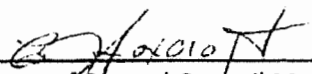
BE IT RESOLVED by a 3/4 vote of THE OWNERS, STRATA PLAN KAS3745 (the "Strata Corporation") that:

1. pursuant to s. 74 of the Act, that the common property shown on the sketch plan attached as Schedule "A" and forming part of this resolution be designated as limited common property for the exclusive use of strata lots 1 through 23 inclusive; and
2. the resolution contained herein is conditional on the Strata Corporation passing resolutions to enter into a settlement agreement with Summit Drive Development Corporation and to amend its bylaws, and will take effect concurrently with such resolutions.

Date: Mar 16, 2020.



Signature of Council Member John Dumesnil



Signature of Second Council Member Clara Foxcroft
(not required if council consists of only one member)

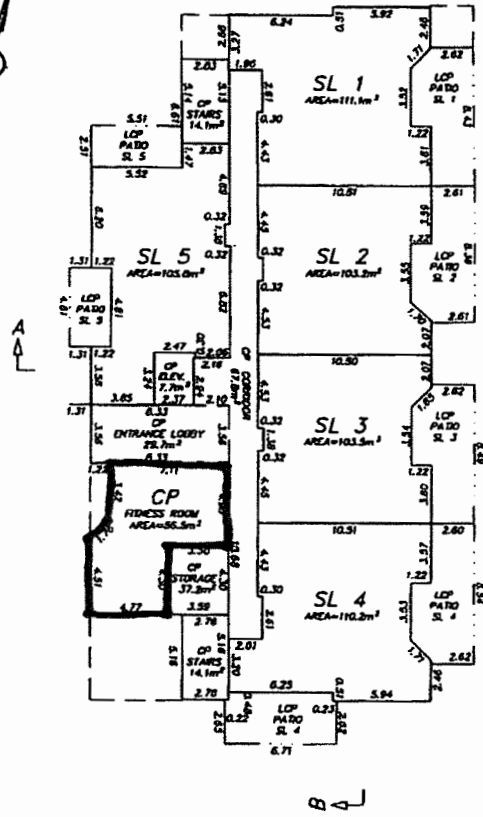
FLOOR PLANS
FIRST FLOOR
STRATA LOTS 1,2,3,4 AND 5.

STRATA PLAN KAS 3146
PHASE 1

0 5 10 15
SCALE 1:200 All distances are in metres

ALL DISTANCES ARE TO CENTRELINE OF WALLS

SL STRATA LOT
CP COMMON PROPERTY
LCP LIMITED COMMON PROPERTY
m² SQUARE METRES



SCHEDULE "A"

S. S. S. S. S.

063073STR-P1-2.dwg

DATE : AUGUST 24th, 2008, *BT* B.C.L.S.

ORIGINAL

Strata Property Act

FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan KAS3745 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on February 27, 2020:

13. *For the purposes of section 99 of the Act and section 6.4 of the Strata Property Regulation (regarding the allocation of operating expenses in relation to limited common property and types of strata lots) the following are different types of strata lots:*


- a) ***(the "Geothermal Type")** - those strata lots benefitting from the ground source heat pump geexchange energy system (the "Geothermal System"); and*
- b) ***(the "Non-Geothermal Type")** - those strata lots which do not benefit from the Geothermal System,*

and the operating expenses (which are only those expenses that occur annually or more often than annually) relating to the Geothermal System will be the sole responsibility of the Geothermal Type (and for clarity, if there is a deficit or surplus in the budget in respect of the such expenses, then the Geothermal Type will pay or be credited the difference accordingly).

Date: March 2020.



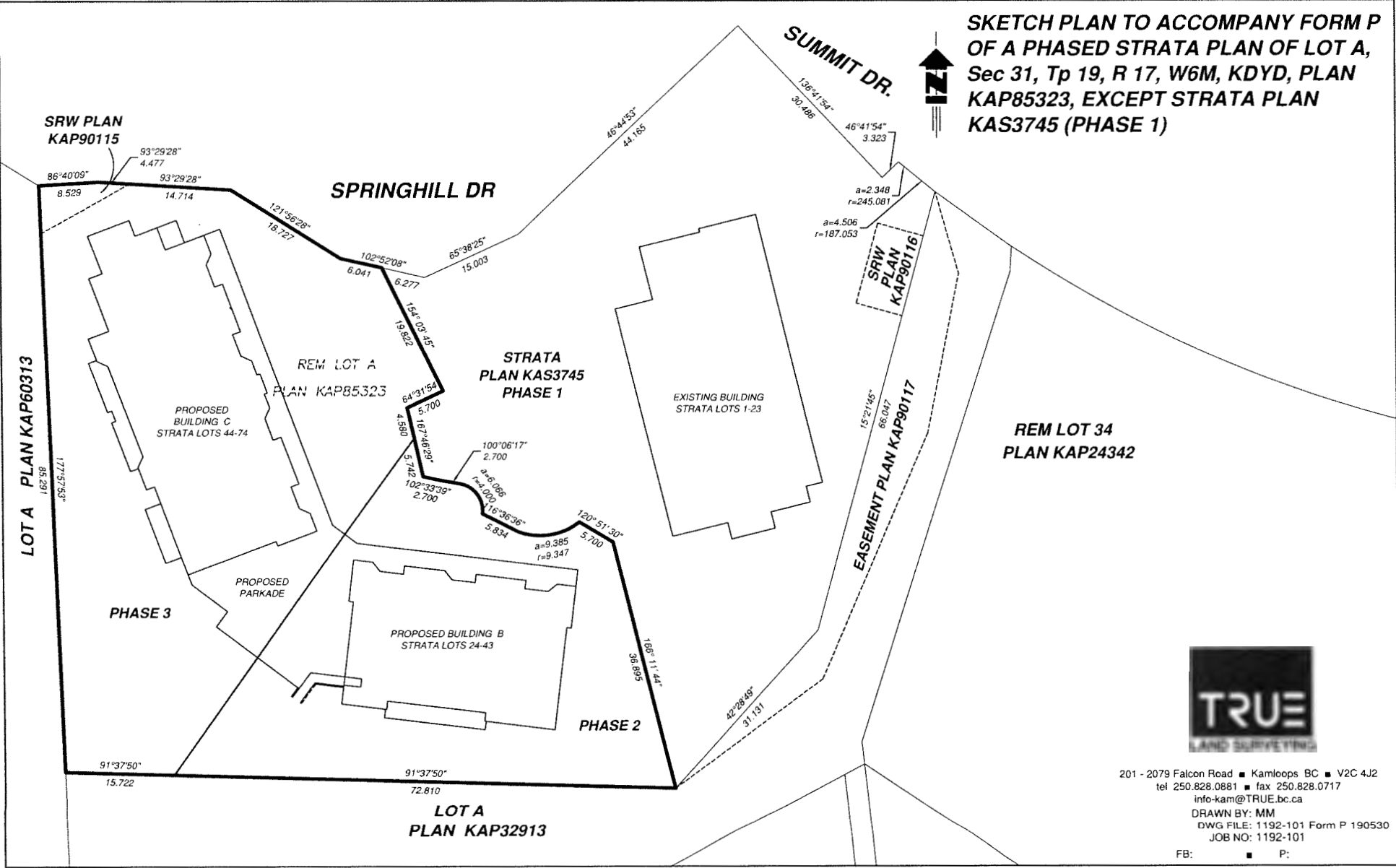
Signature of Council Member Clara Foxcroft



Signature of Second Council Member Kevin Ellicott
(not required if council consists of only one member)

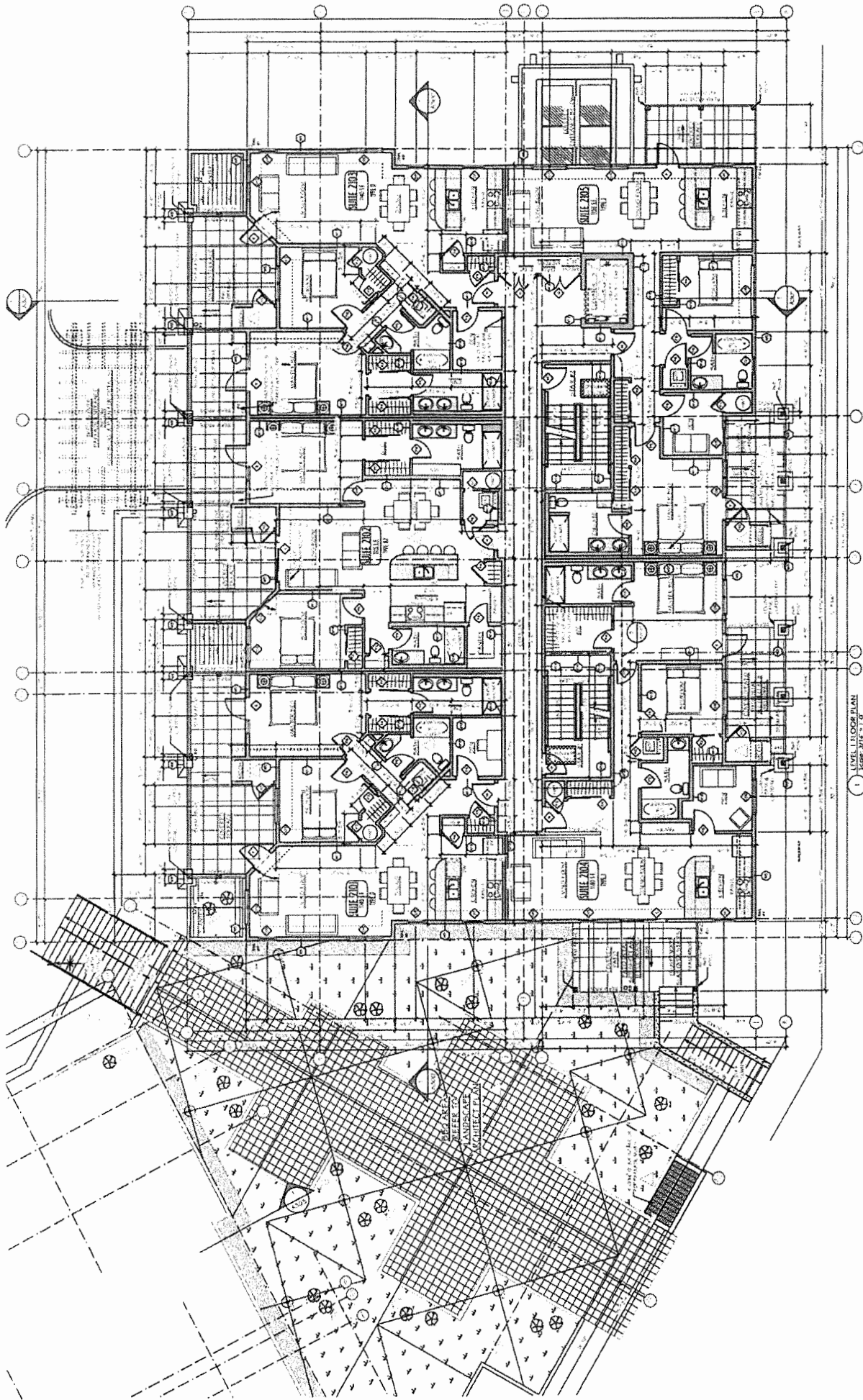
* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

**SKETCH PLAN TO ACCOMPANY FORM P
OF A PHASED STRATA PLAN OF LOT A,
Sec 31, Tp 19, R 17, W6M, KDYD, PLAN
KAP85323, EXCEPT STRATA PLAN
KAS3745 (PHASE 1)**



201 - 2079 Falcon Road ■ Kamloops BC ■ V2C 4J2
 tel 250.828.0881 ■ fax 250.828.0717
 info-kam@TRUE.bc.ca
 DRAWN BY: MM
 DWG FILE: 1192-101 Form P 190530
 JOB NO: 1192-101
 FB: ■ P:

EXHIBIT "B"



A-103

DATE: 08/14/14
BY: JRM
CHECKED: JRM
SCALE: 1/8" = 1'-0"

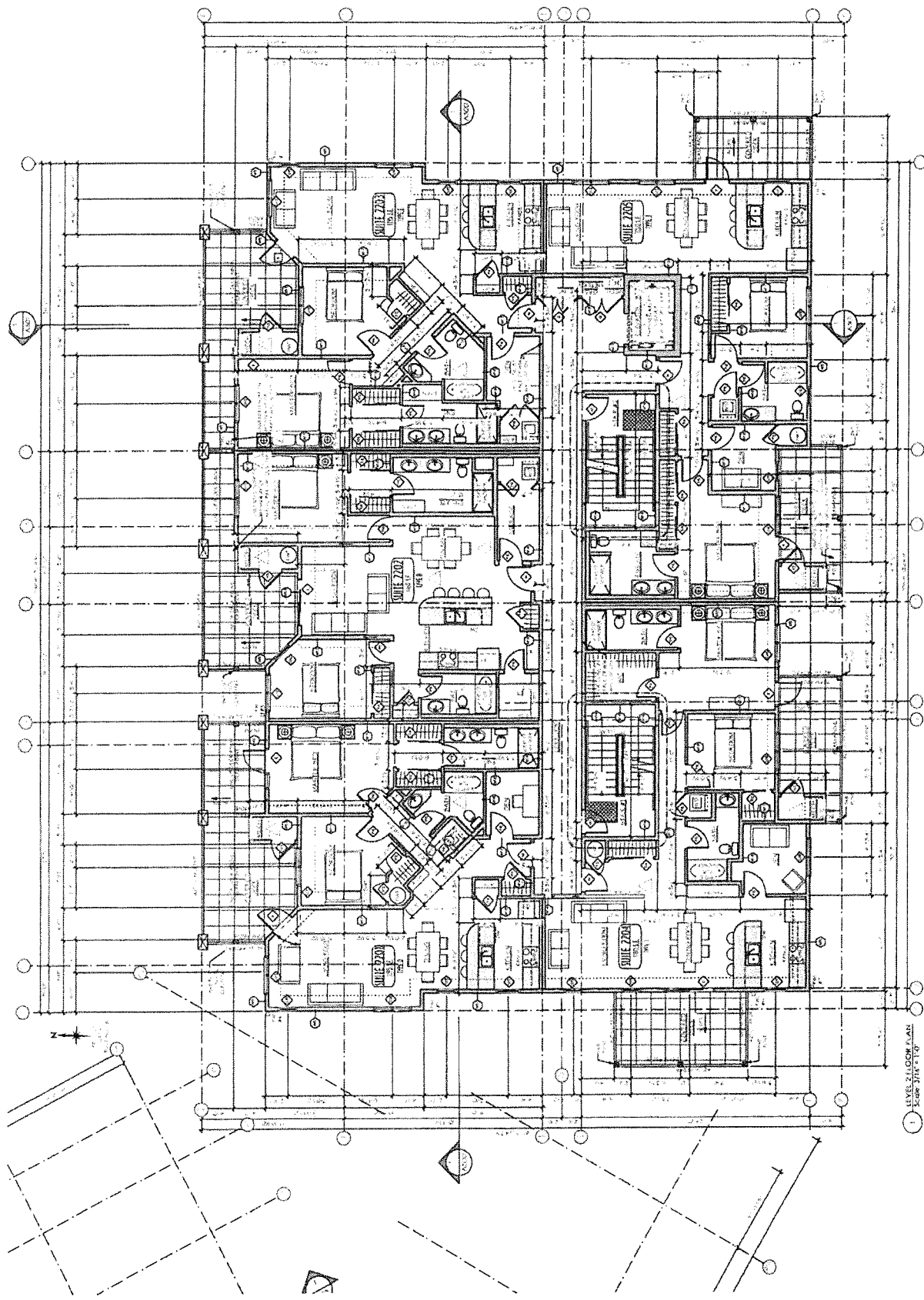
Level 1
Floor Plan

Summit Pointe
Building 3
Greenville, SC

LEVEL 1 FLOOR PLAN
Scale: 3/16" = 1'-0"

bluegreenarchitectureinc
1000 Lakeshore Drive, Suite 401
Greenville, SC 29615
Phone: 864.234.1100
www.bluegreenarchitecture.com





1 LEVEL 2 LAYOUT PLAN
Scale: 3/16" = 1'-0"

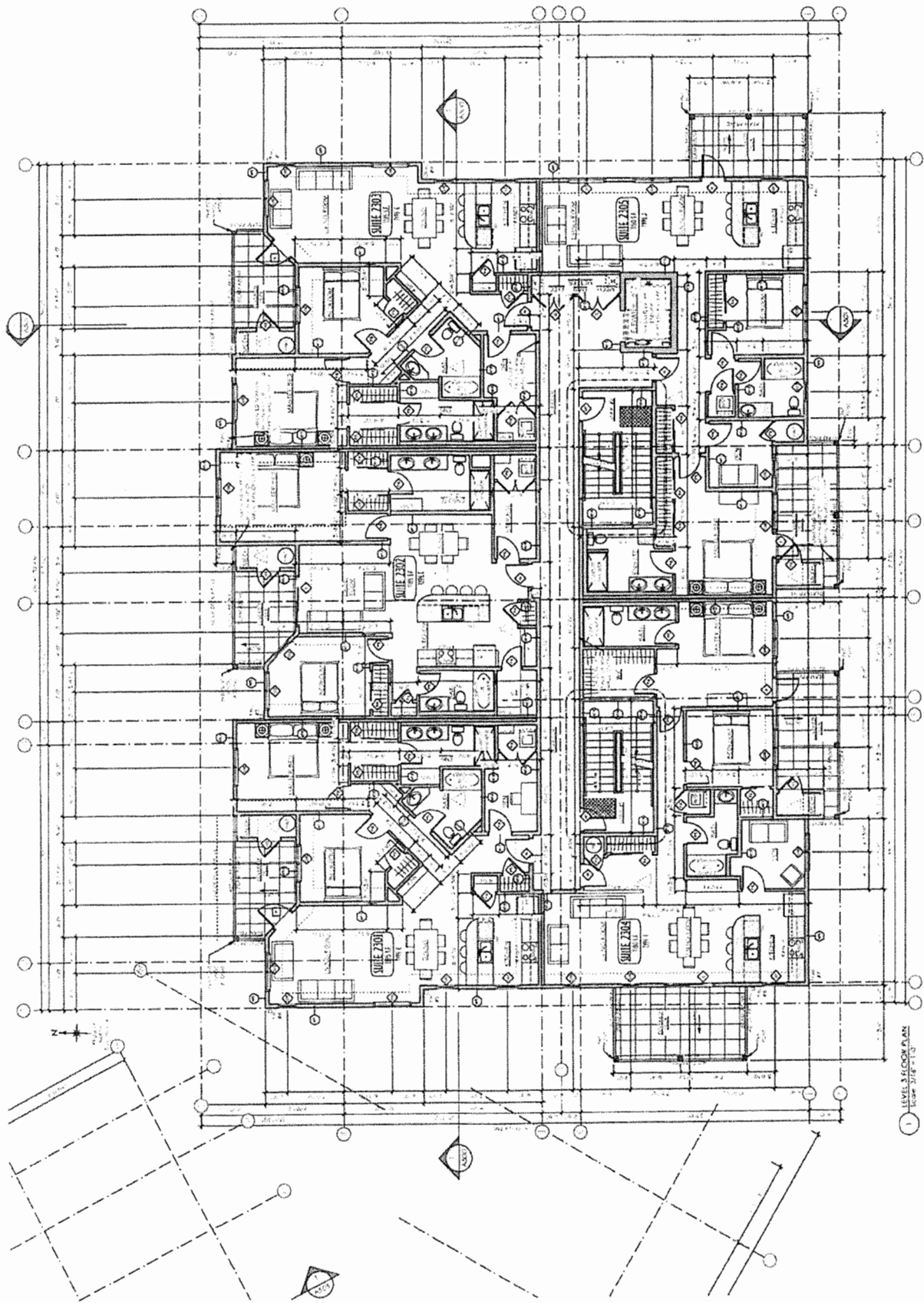
bluegreenarchitectreinc
 42 Lexington Avenue, Suite 200
 New York, NY 10017
 Tel: 212.512.1234
 Fax: 212.512.1235
 www.bluegreenarchitectreinc.com

Summit Pointe
 3rd Floor
 Manhattan, N.Y.

DATE	12/15/10	DRAWN BY	J.M.P.	CHECKED BY	J.M.P.	SCALE	AS SHOWN
PROJECT	Summit Pointe	DATE	12/15/10	SCALE	AS SHOWN	SHEET NO. 9 OF 9	

Level 2
Floor Plan

A-104



1 LEVEL 3 FLOOR PLAN
 10/20/17 11/27/17

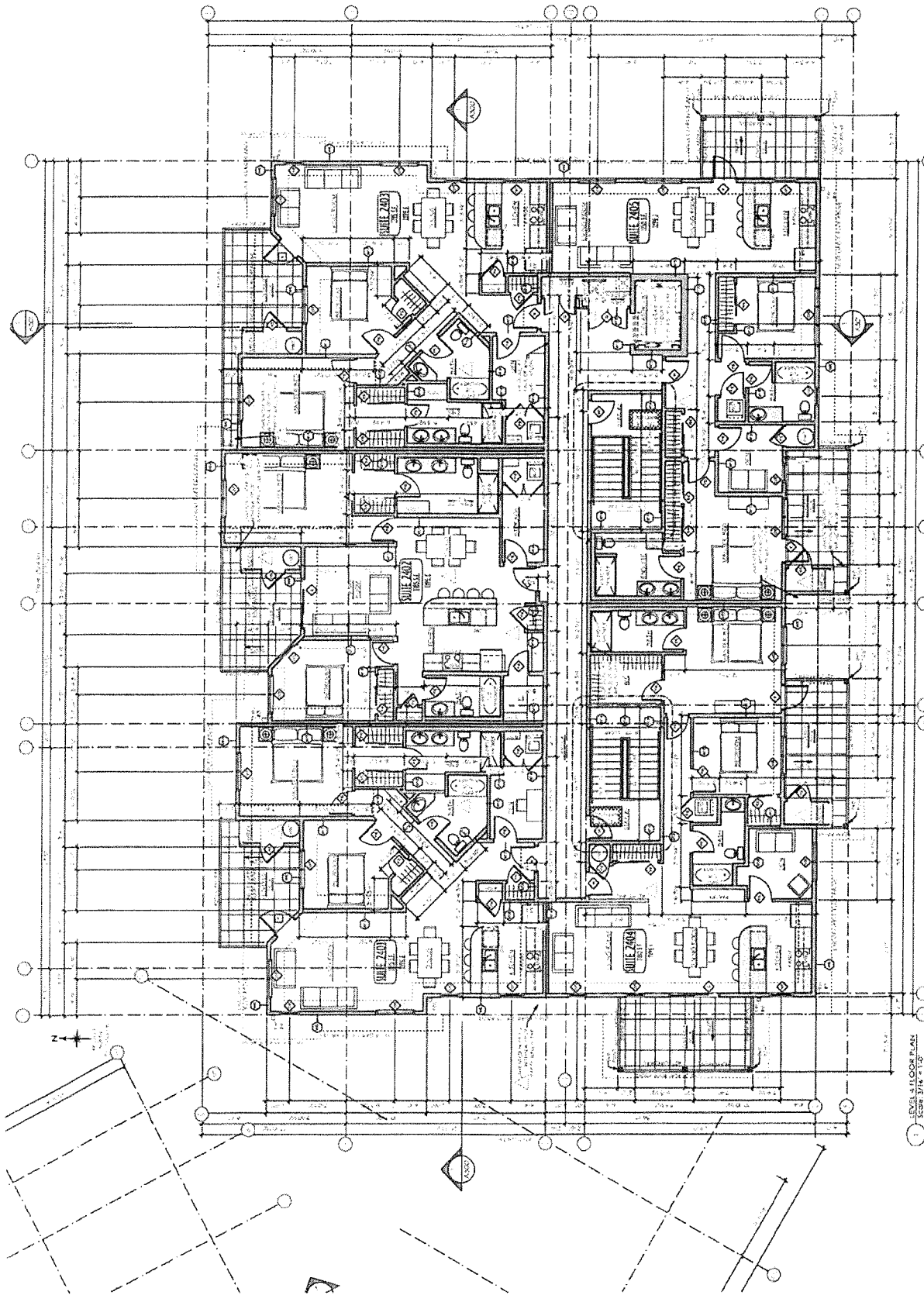
bluegreenarchitecture inc
 46 Esplanade Avenue, Suite 401
 St. John's, NL A1B 2P7
 Tel: (709) 754-1227
 Fax: (709) 754-1228
 www.bluegreenarch.ca

PROJECT INFORMATION
 PROJECT NAME: Summit Pointe Building #2
 PROJECT NUMBER: 2017-001
 PROJECT LOCATION: St. John's, NL
 PROJECT STATUS: Construction Documents
 PROJECT START DATE: 10/20/17
 PROJECT END DATE: 11/27/17


CLIENT INFORMATION
 CLIENT NAME: Summit Pointe
 CLIENT ADDRESS: Building #2
 CLIENT CONTACT: [Redacted]
 CLIENT PHONE: [Redacted]

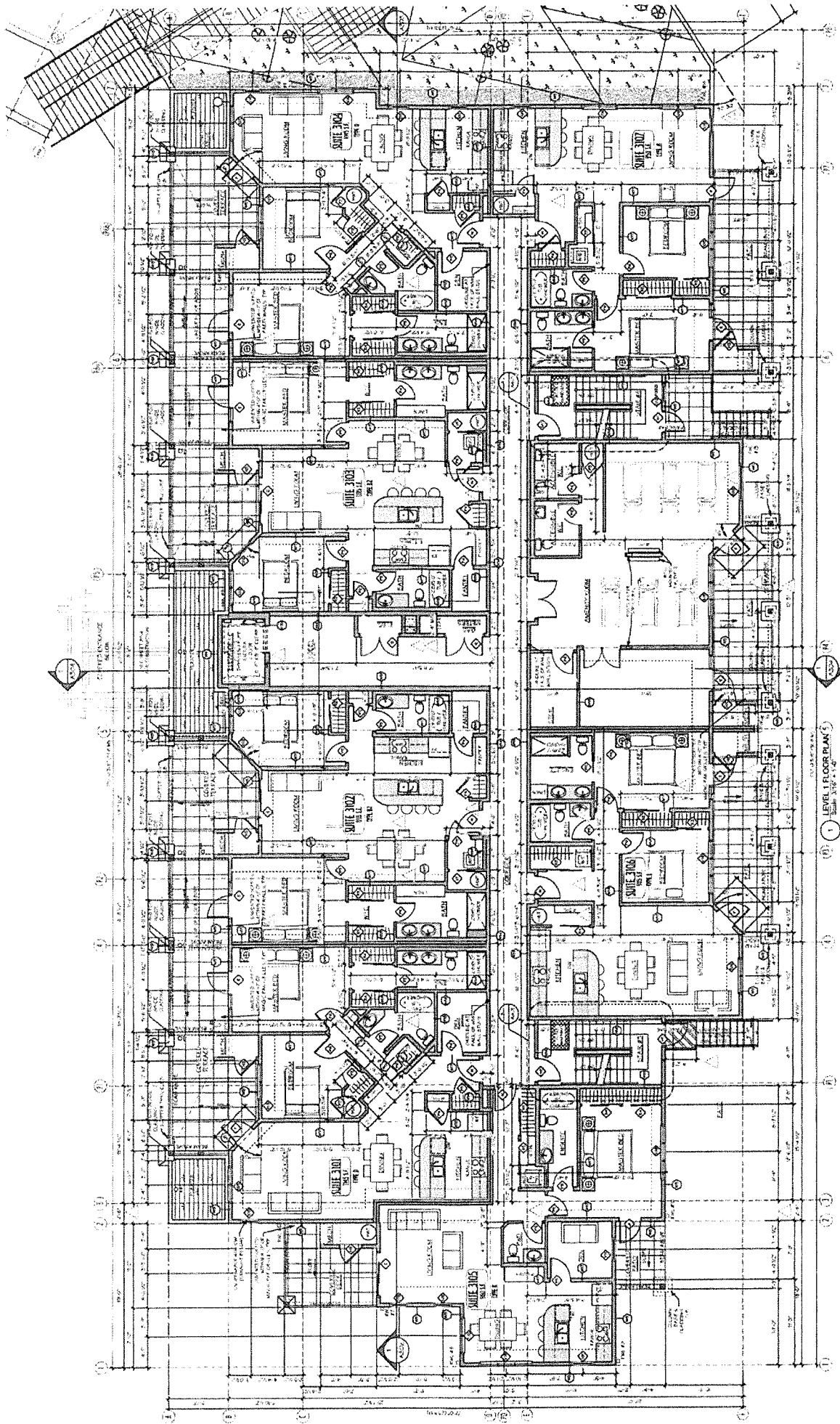
REVISIONS
 NO. DESCRIPTION DATE
 1 10/20/17
 2 11/27/17
 3 [Redacted] [Redacted] [Redacted]

A-105



LEVEL 4 FLOOR PLAN
SCALE: 1/8" = 1'-0"

 pluegreenarchitecturinc 4000 West 12th Street, Suite 200 Denver, CO 80202 Phone: (303) 733-1111 Website: www.pluegreenarchitecturinc.com	■ Revised □ Review ■ Approved/Submitted	Summit Pointe Building 3 4th Floor, E	Level 4 Floor Plan	Date: 11/17/2011 Project No: 10805-01 Drawing No: A-106
				Scale: 1/8" = 1'-0" Title: Level 4 Floor Plan



LEVEL 1 FLOOR PLAN
Scale: 1/8" = 1'-0"

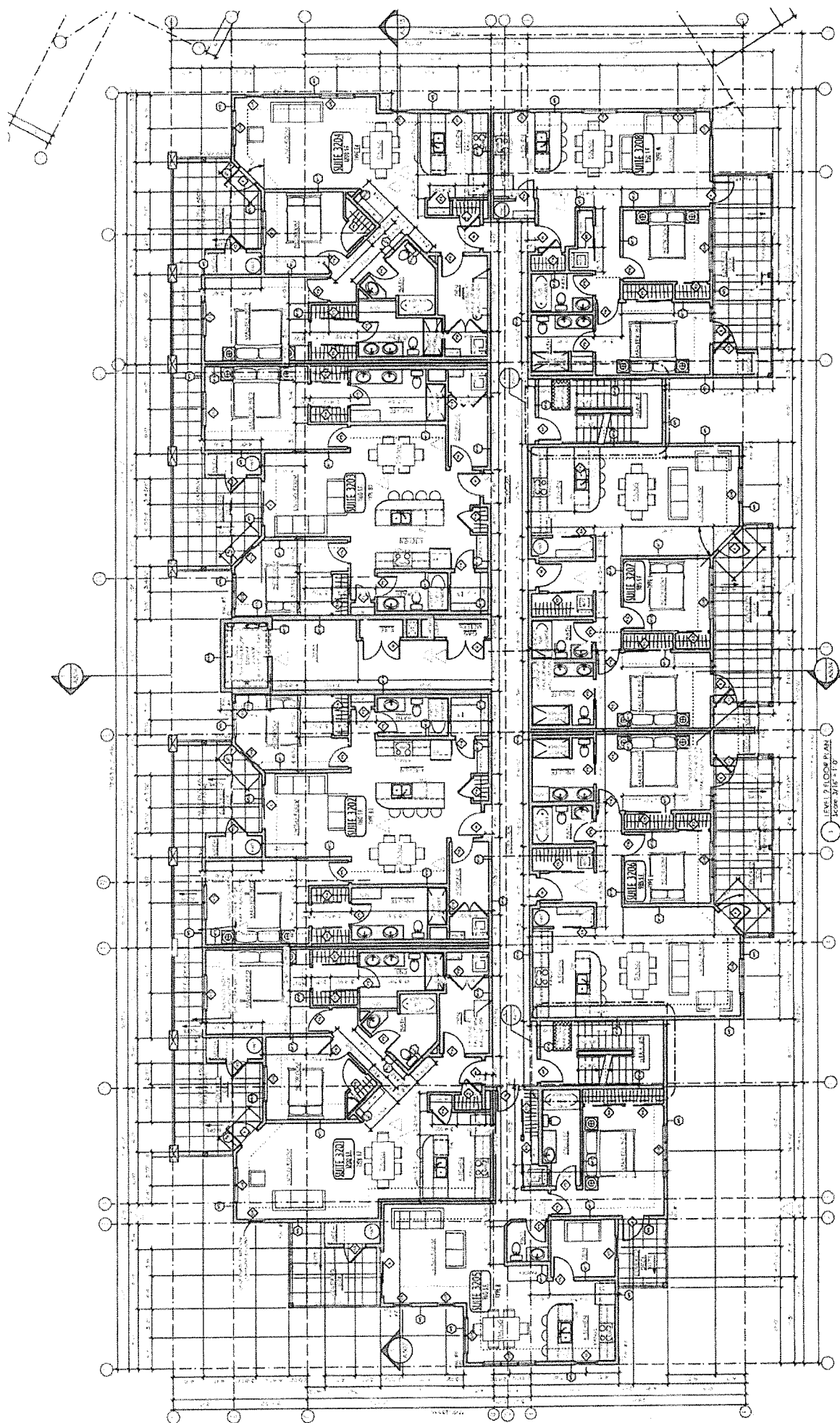
diegreenarchitectur
4750 West 12th Avenue, Suite 301
Aurora, CO 80015
Tel: 303.755.7272
www.diegreenarchitectur.com

Summit Pointe Building C
Kendall, CO

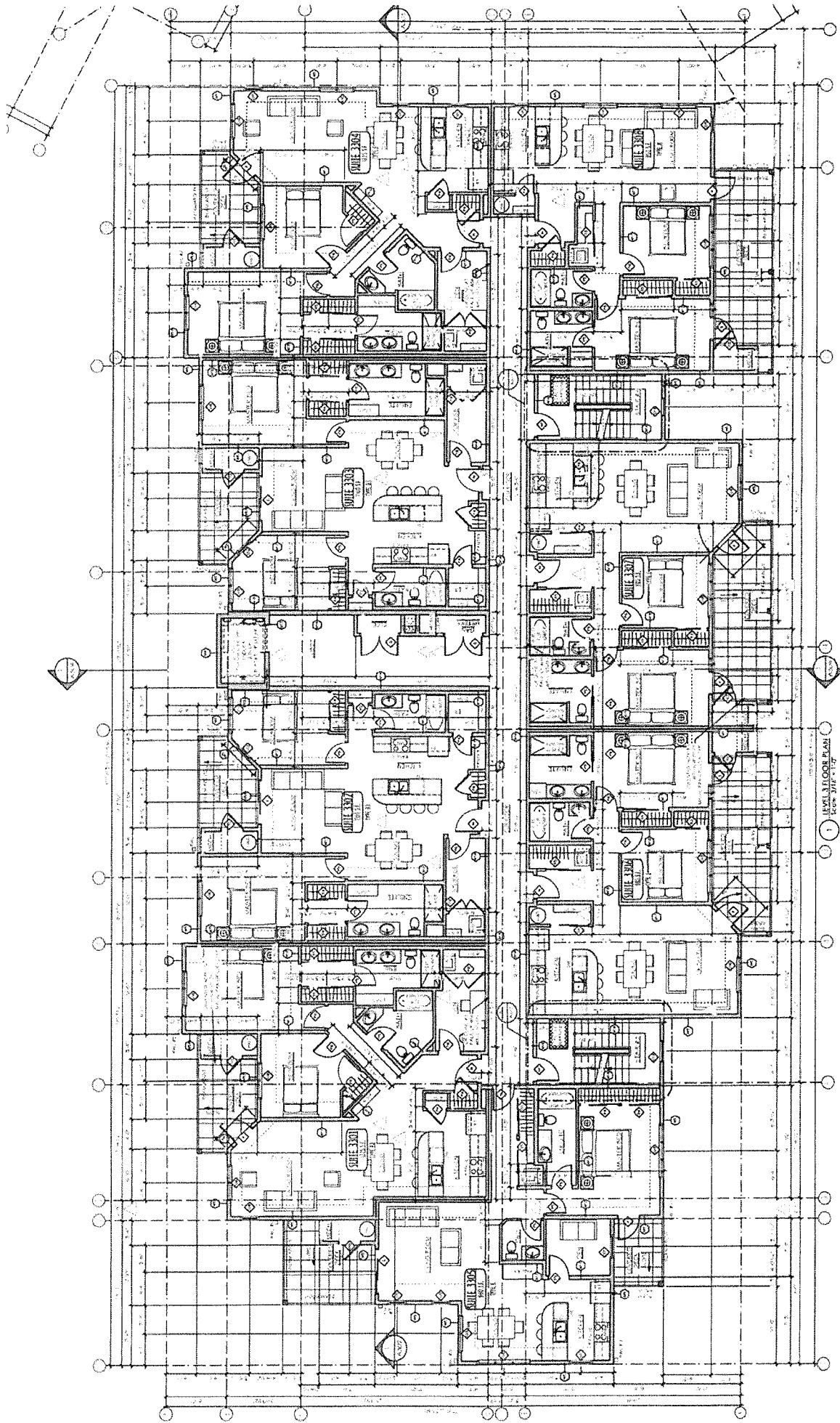
Level 1 Floor Plan


A-108

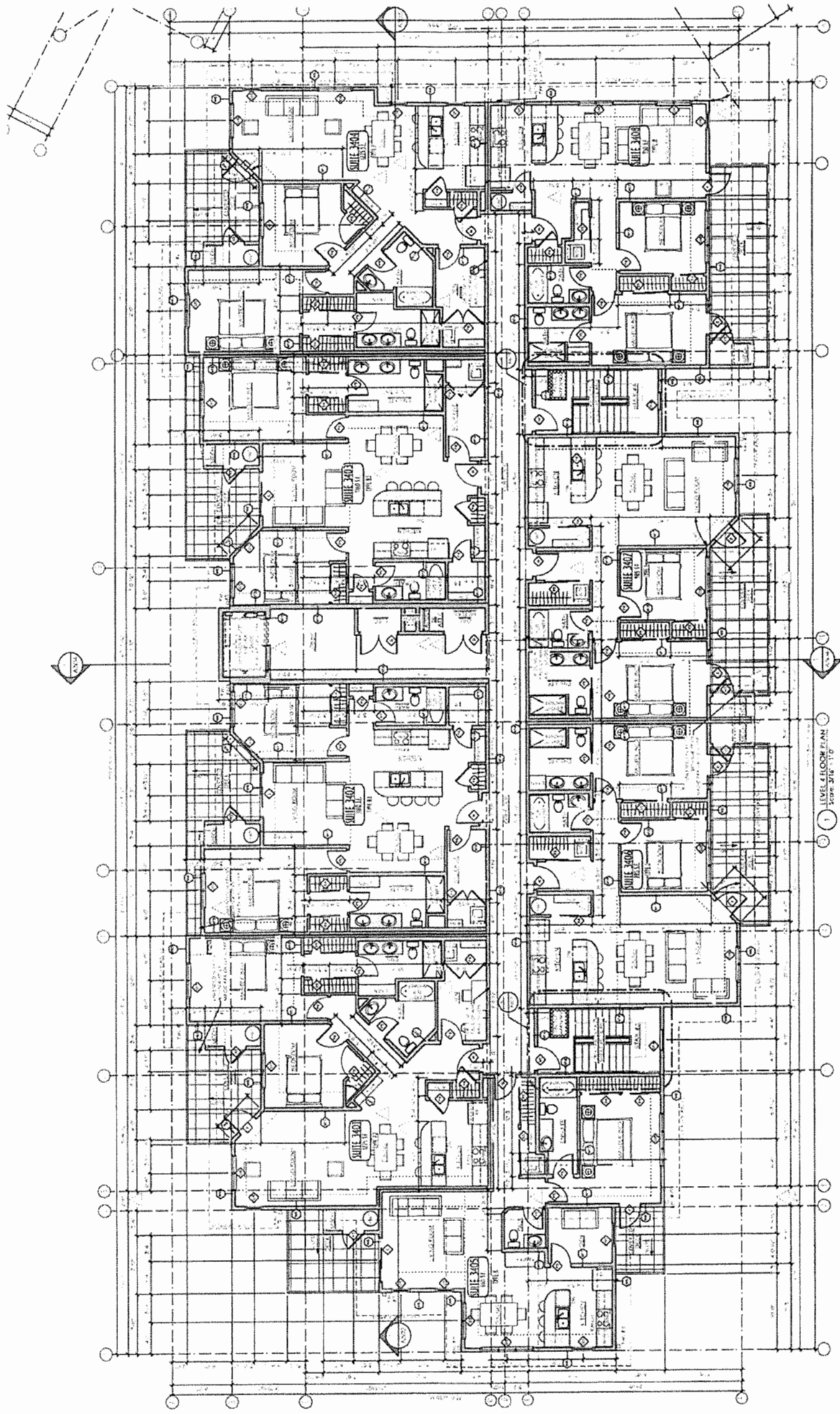
NO.	REVISION	DATE	BY
1	ISSUED FOR PERMIT	11/18/11	JL
2	REVISED TO REFLECT PERMIT COMMENTS	12/01/11	JL
3	REVISED TO REFLECT PERMIT COMMENTS	12/01/11	JL
4	REVISED TO REFLECT PERMIT COMMENTS	12/01/11	JL
5	REVISED TO REFLECT PERMIT COMMENTS	12/01/11	JL
6	REVISED TO REFLECT PERMIT COMMENTS	12/01/11	JL
7	REVISED TO REFLECT PERMIT COMMENTS	12/01/11	JL
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49	REVISED TO REFLECT PERMIT COMMENTS	12/01/11	JL
50	REVISED TO REFLECT PERMIT COMMENTS	12/01/11	JL



 bluegreenarchitectureinc 1000 N. 10th St., Suite 100 Lincoln, NE 68502 Phone: 402.441.1000 Fax: 402.441.1001 Website: www.bluegreenarchitecture.com	Project: Summit Pointe Building I Location: Kansas, MO	Level: 2 Floor Plan	Date: 2009.09.10 Scale: 1/8" = 1'-0" Drawing No: A-109
	Designer:	Architect:	Title:



 Bluegreen Architecture Inc. 4000 13th Ave S, Suite 100 Minneapolis, MN 55410 Phone: (612) 338-1234 Fax: (612) 338-1235 Website: www.bluegreenarch.com	Project Name: Summit Pointe Building 1 Project No.: A-110 Date: 12/15/11 Scale: 1/8" = 1'-0"	Level 3 Floor Plan	Sheet No.: 9 Total Sheets: 9
	Designated for Construction Documents Only Not to be used for any other purpose without the written consent of Bluegreen Architecture Inc.		



LEVEL 4 FLOOR PLAN
Scale: 3/8" = 1'-0"

<p>bluegreenarchitecturinc 4155 West 12th Street, Suite 300 Denver, CO 80202 Phone: (303) 733-8888 Fax: (303) 733-8889 www.bluegreenarchitecturinc.com</p>		<p>Summit Pointe Building C Floor Plan</p>	<p>Sheet No. A-111 Date: 10/15/10 Project No. 10-001</p>
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CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION

105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

Canada's Tournament Capital Telephone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

Permit #: **BP049746**

Permit Type: B-RESIDENTIAL - MULTI - MF=>THREE
 Description: To construct a 20 unit condominium building - Building B.

Address: 1405 SPRINGHILL DR Zone: FD
 Legal: PL KAP85323 LT A SEC 31 TWP 19 RGE 17 MER 6 KAMLOOPS P.I.D. 027-299-473

Owner: SUMMIT DRIVE DEVELOPMENT CORP Phone:
 Address: C/O DUFFERIN LAND CORP PO BOX 3279 RPO TERMINAL MPP KAMLOOPS BC V2C 6B8

Owner: CORPORATION Phone:
 Address: PO BOX 3279 KAMLOOPS BC V2C 6B8

Owner: SUMMIT DRIVE DEVELOPMENT Phone: 250-374-5769
 Address: PO BOX 3279 KAMLOOPS BC V2C 6B8

Contractor: HOMEX DEVELOPMENT CORP Phone: 374-5769
 Address: BOX 3279 KAMLOOPS BC V2C 6B8

Description	Quantity	Amount	Description	Quantity	Amount
Appl Multi New	1.00	200.00	Building Fee	3,783	544.00
Fee Reduction	3,783	-500.00	D C C	1.00	0.00
				Total:	\$22,544.00

Building Information:

Code Edition: 2012
 Building Area: 780.00 m2
 Facing Streets: 1
 Construction: COMB
 Occupancy: C
 Building Height: 4 storey(s)
 Sprinklered: YES

Homeowner Protection Information:

Builder Registration Number: 21998 Dwelling Unit Registration Number: 80280845

Special Conditions:

- * All construction shall conform to the 2012 B.C. Building Code and current Building Bylaw.
- * Requirements of covenants must be followed.
- * Any damage or obstruction to City drainage facilities, roads, lanes or other City property which has been caused by the operation for which this permit is issued shall be repaired at the expense of the owner.
- * A final inspection must be requested prior to occupancy or use of this building.
- * The City of Kamloops is relying on Letters of Assurance where submitted in accordance with the current BC Building Code.
- * By accepting this permit and proceeding with the intended construction, you are accepting full responsibility and all liability associated with requesting all required inspections.
- * The construction site shall be maintained free of loose or blowing debris and shall be subject to a continuous and effective program of dust control.
- * Plumbing work requires a separate permit and inspections.
- * City Staff are not authorized to do inspections, if in their opinion the inspection area is in violation of WCB Occupational Health and Safety Regulations.



CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION

105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

Canada's Tournament Capital Telephone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

Permit #: **BP049746**

All work to which this permit relates shall be carried out in compliance with all By-laws of the City of Kamloops and all Regulations relating to the work, and neither the issue of this permit nor any representation made, nor any act done by the City, its officers or servants shall be deemed to waive any provision of any such By-law or Regulation. This permit shall be void if the work has not been started within six (6) months from the date of issuing the permit and if the work is not completed within two (2) years or if special instructions or conditions as listed above are not complied with. It is the duty of the owner to give at least 24 hours notice to the Building Inspector and obtain his inspection and approval of the work carried out under this permit at various stages of construction as required by the Building By-law.

Date: Nov 15 2014

Signature of Owner or Agent: [Signature]



Canada's Tournament Capital



CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION
105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

Telephone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300
Canada's Tournament Capital

Permit #: **BP050103**

Permit Type: B-RESIDENTIAL - MULTI - MF=>THREE
Description: To construct a 31 unit condominium building - Building C.

Address: 1405 SPRINGHILL DR Zone: FD
Legal: PL KAP85323 LT A SEC 31 TWP 19 RGE 17 MER 6 KAMLOOPS P.I.D. 027-299-473

Owner: SUMMIT DRIVE DEVELOPMENT CORP Phone:
Address: C/O DUFFERIN LAND CORP PO BOX 3279 RPO TERMINAL MPP KAMLOOPS BC V2C 6B8

Owner: CORPORATION Phone:
Address: PO BOX 3279 KAMLOOPS BC V2C 6B8

Owner: SUMMIT DRIVE DEVELOPMENT Phone: 250-374-5769
Address: PO BOX 3279 KAMLOOPS BC V2C 6B8

Contractor: HOMEX DEVELOPMENT CORP Phone: 374-5769
Address: BOX 3279 KAMLOOPS BC V2C 6B8

Description	Quantity	Amount	Description	Quantity	Amount
Appl Multi New	1.00	200.00	Building Fee	5,864,494.00	35,330.00
Fee Reduction	5,864,494.00	-500.00	D C C	1.00	0.00
				Total:	\$35,030.00

Building Information:

Code Edition: 2012 Occupancy: C
Building Area: 1118.00 m2
Facing Streets: 1 Building Height: 4 storey(s)
Construction: COMB. Sprinklered: YES

Homeowner Protection Information:

Builder Registration Number: 21998 Dwelling Unit Registration Number: 80280845

Special Conditions:

- * A sealed Site Instruction, from all affected disciplines, is required for the proposed change to the dead end corridor prior to construction.
- * All construction shall conform to the 2012 B.C. Building Code and current Building Bylaw.
- * Requirements of covenants must be followed.
- * Any damage or obstruction to City drainage facilities, roads, lanes or other City property which has been caused by the operation for which this permit is issued shall be repaired at the expense of the owner.
- * A final inspection must be requested prior to occupancy or use of this building.
- * The City of Kamloops is relying on Letters of Assurance where submitted in accordance with the current BC Building Code.
- * By accepting this permit and proceeding with the intended construction, you are accepting full responsibility and all liability associated with requesting all required inspections.
- * The construction site shall be maintained free of loose or blowing debris and shall be subject to a continuous and effective program of dust control.
- * Plumbing work requires a separate permit and inspections.
- * City Staff are not authorized to do inspections, if in their opinion the inspection area is in violation of WCB Occupational Health and Safety Regulations.



CITY OF KAMLOOPS - BUILDING INSPECTION DIVISION
105 SEYMOUR STREET, KAMLOOPS BC V2C 2C6

Canada's Tournament Capital Telephone: 828-3554 Fax: 828-7848 Inspection Request Line (24 Hours): 828-3300

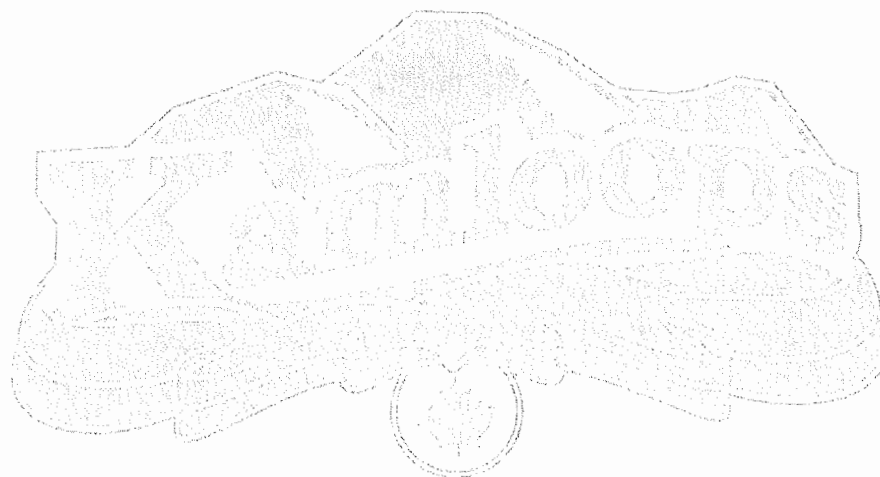
Permit #: **BP050103**

Processed By: JASON STOLL

Date Printed: Nov 18, 2019

All work to which this permit relates shall be carried out in compliance with all By-laws of the City of Kamloops and all Regulations relating to the work, and neither the issue of this permit nor any representation made, nor any act done by the City, its officers or servants shall be deemed to waive any provision of any such By-law or Regulation. This permit shall be void if the work has not been started within six (6) months from the date of issuing the permit and if the work is not completed within two (2) years or if special instructions or conditions as listed above are not complied with. It is the duty of the owner to give at least 24 hours notice to the Building Inspector and obtain his inspection and approval of the work carried out under this permit at various stages of construction as required by the Building By-law.

Date: Nov 18 2019 Signature of Owner or Agent: [Signature]



Canada's Tournament Capital

10 DEC 2009 14 34

LB357481

EXHIBIT "D"

SPP
22

6
/
13

DO NOT WRITE ABOVE THIS LINE - LAND TITLE USE ONLY

Date: Dec 10, 20 09

ABSTRACT REGISTRY
10330

To: REGISTRAR
Land Title and Survey Authority of BC

Please receive herewith the following document for filing:

Form P pursuant to the Strata Property Act, 12/10/2009 2:38:36 PM 1 3 Doc File 1 \$23.75

Strata Plan KAS 003745

Fee Payable \$ 23⁷⁵


Signature of Agent for Applicant:

MORELLI CHERTKOW, LLP
Barristers and Solicitors
300 - 180 Seymour Street
Kamloops, B.C., V2C 2E3
(250) 374-3344

File Ref: 29994/001 (Summit Drive Development Corp.)

✓

Strata Property Act**FORM P****PHASED STRATA PLAN DECLARATION
(Sections 221, 222)**

We, Summit Drive Development Corporation., (Incorporation Number BC0823846) and having an office at c/o 300 – 180 Seymour Street, Kamloops, British Columbia., DECLARE:

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

PID: 027-299-473

Lot A Section 31 Township 19 Range 17 West of 6th Meridian Kamloops
Division Yale District Plan KAP85323

2. That the plan of development is as follows:

- (a) the development will be constructed in three phases. Phase 1 will consist of the construction of 23 units (Building A); Phase 2 will consist of 20 units (Building B) and Phase 3 will consist of 31 units (Building C). The development will include the following common facilities: Phase 1 – a fitness room located on the ground floor near the main entrance; Phase 2 – a brick or concrete patio that may be used as a barbeque area in the common area between the building in Phase 2 and the building in Phase 3; Phase 3 – an amenity room located on the first floor near the main entrance of the Phase 3 building.
- (b) attached as Schedule "A" is a sketch showing the following:
 - (i) all the land to be included in the phased strata plan;
 - (ii) the present parcel boundaries;
 - (iii) the approximate boundaries of each phase.

A condition of the development is that the encumbrances described in Schedule "B" hereto are registered in the Land Title Office at the time of registration of the Phase 1 strata plan.

- (c) the estimated dates of commencement of construction and substantial completion of construction for each phase are as follows:

-2-

<u>Phase Number</u>	<u>Commencement Date</u>	<u>Completion Date</u>
Phase 1	Commenced	November 30, 2009
Phase 2	September 30, 2010	December 31, 2011
Phase 3	September 30, 2012	December 31, 2013

(d) The total unit entitlement of each phase and the total unit entitlement of the completed development is as follows:

<u>Phase Number</u>	<u>Amount of Unit Entitlement</u>
Phase 1	27,370
Phase 2	23,415
Phase 3	33,315
Total Unit Entitlement for All Phases:	84,100

The actual unit entitlements may ultimately vary from the above, although not materially, as a result of construction requirements.

(e) the maximum number of units to be built in each phase is as follows:

Phase	Maximum Number of Units
Phase 1	23
Phase 2	20
Phase 3	<u>31</u>
	<u>74</u> and

(f) the general type of residence or other structure to be built in each phase is as follows:

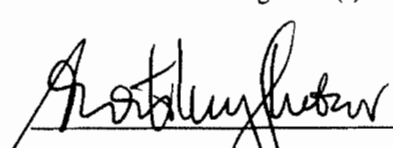
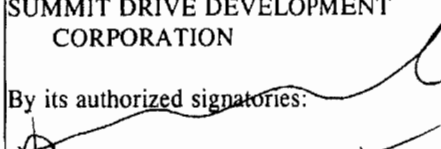
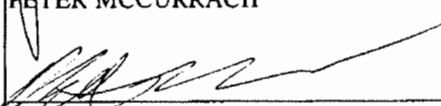
Phase	Structure
Phase 1	Four Storey Wood Frame Apartment Style Condominiums over a concrete parkade
Phase 2	Four Storey Wood Frame Apartment Style Condominiums over a concrete parkade

-3-

Phase 3 Four Storey Wood Frame Apartment Style
Condominiums over a concrete parkade

There are no bare land strata lots to be created

- 3. That we shall select whether or not to proceed with each phase on or before the estimated date of commencement of construction indicated in paragraph 2(c).
- 4. That this Form P shall benefit and be binding upon us and our successors in title from time to time of any of the phases herein described.

<p style="text-align: center;">Officer Signature(s)</p>  <p style="text-align: center;">SCOTT HUYGHEBAERT Barrister & Solicitor #300 - 180 SEYMOUR STREET As To All Signatories, KAMLOOPS, BC V2C 2E3</p>	<p>Execution Date</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 33%;">Y</td> <td style="width: 33%;">M</td> <td style="width: 33%;">D</td> </tr> <tr> <td>2009</td> <td>12</td> <td>08</td> </tr> </table>	Y	M	D	2009	12	08	<p style="text-align: center;">Parties Signature(s)</p> <p>SUMMIT DRIVE DEVELOPMENT CORPORATION</p> <p>By its authorized signatories:</p>  <p style="text-align: center;">PETER MCCURRACH</p>  <p style="text-align: center;">MATHEW HUGH LAWRENCE MCCURRACH</p>
Y	M	D						
2009	12	08						

APPROVED AS TO PHASING BY THE APPROVING OFFICER OF THE CITY OF KAMLOOPS, THIS _____ DAY OF NOVEMBER, 2009.

Name

OFFICER CERTIFICATION:

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

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D

- 4 -
- 2 -

Phase 3 Four Storey Wood Frame Apartment Style
Condominiums over a concrete parkade

There are no bare land strata lots to be created

- 3. That we shall select whether or not to proceed with each phase on or before the estimated date of commencement of construction indicated in paragraph 2(c).
- 4. That this Form P shall benefit and be binding upon us and our successors in title from time to time of any of the phases herein described.

Officer Signature(s)

As To All Signatures

Execution Date

Y	M	D
2009		

Parties Signature(s)

SUMMIT DRIVE DEVELOPMENT
CORPORATION

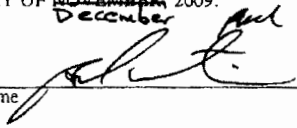
By its authorized signatories:

PETER MCCURRACH

MATHEW HUGH LAWRENCE
MCCURRACH

APPROVED AS TO PHASING BY THE
APPROVING OFFICER OF THE
CITY OF KAMLOOPS, THIS 9th
DAY OF ~~NOVEMBER~~ December, 2009.

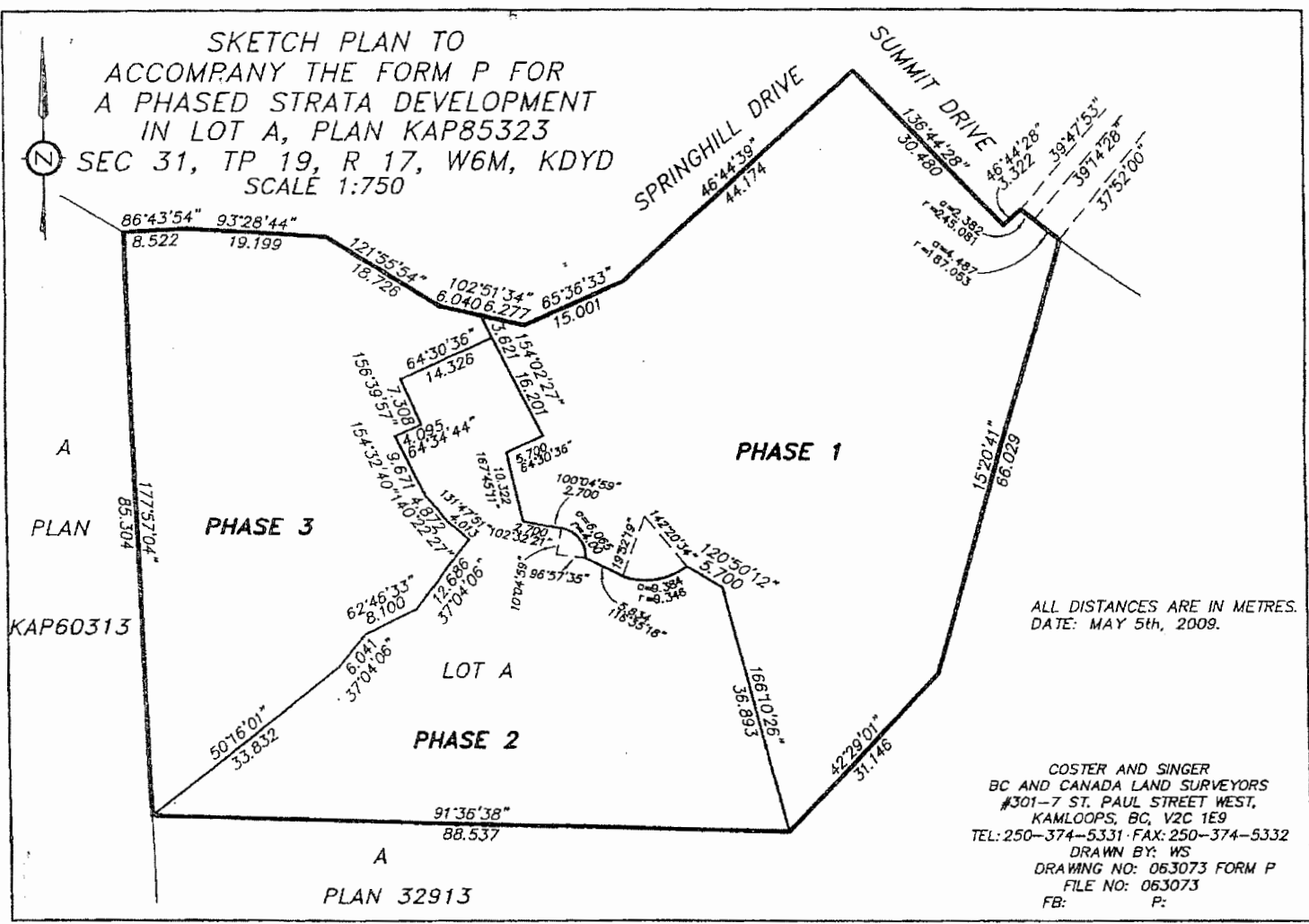
Name



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- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D



SCHEDULE "A"

SCHEDULE 'B'

1. Statutory Right of Way with respect to City of Kamloops utilities; ✓
2. Easement in favour of the Strata Corporation with respect to the landscaped areas located on adjacent City of Kamloops lands. The easement agreement gives the Strata Corporation the right to landscape and maintain gardens on the City owned easement area. The agreement also requires the Strata Corporation to maintain the Landscaped areas and to indemnify the City from any claim made by any person in respect of the easement "Landscape" area; ✓
3. Statutory Right of Way with respect to City of Kamloops utilities; ✓
4. Section 219 Covenant with respect to development restrictions as a Phased Strata Development. This covenant prohibits the remainder of the lands (outside of Phase 1) from being developed otherwise than as a phased strata development; ✓
5. Easement with respect to utilities and access for Remainder over Phase 1. Because it is intended that the Phase 1 lands and the Remainder lands (proposed Phase 2 and 3) will ultimately comprise one strata development certain of the City of Kamloops utilities as well as hydro, gas and telephone utilities, and points of access both to City roads, parking areas and landscaped areas that benefit the whole of the development have been constructed on each proposed Phase. This easement and the easement in paragraph 6 below allows these utilities to cross the Remainder for the benefit of Phase 1 and to cross Phase 1 for the benefit of the Remainder. They also allow access over Phase 1 to the Remainder (for the purposes of construction of Phase 2 and 3 and other purposes) and access over the Remainder by owners of Phase 1 to landscaped areas and for other purposes. It is intended that these easements will expire when the Phase 3 Strata Plan is registered; ✓
6. Easement with respect to utilities and access for Phase 1 over Remainder (see notes from item 5). ✓
7. The City and the Strata Corporation have entered into an Indemnity Agreement with respect to the encroachment of a retaining wall and sign, belonging to the Strata Corporation, on City Lands. The Indemnity Agreement requires the Strata Corporation to indemnify and hold harmless the City from any claims whatsoever arising from these encroachments.



Building Inspection Division - Phone 828-3554

Date July 7, 2008

Folder No. BP039006

HOMEX DEVELOPMENT CORP
 PO BOX 3279
 KAMLOOPS BC V2C 6B8

Dear Sirs:

RE: Project To construct a 4 Storey, 23 unit apartment building including underground parkade. SUMMIT POINTE APARTMENTS
 Address: 1405 SPRINGHILL DR PL KAP85323 LT A SEC 31 TWP 19 RGE
 17 MER 6 KAMLOOPS

Further to your building permit application of Jun 09, 2008 for the above captioned construction, please be advised that the Building Inspection Division has completed a review.

A Building Permit may be issued upon completion of the following departments' requirements:

PLANNING AND DEVELOPMENT DIVISION

1. The proposed development must conform to Development Permit #DPM00164.
2. The Development Permit indicates that this building is restricted to 22 units. If 23 units are permitted, the development permit will have to be amended to vary the parking requirement from 146 to 108 (according to the DP, it was varied from 144 to 108) and additional development cost charges must be paid. In order to proceed with this building permit, unit #105 must be converted back to amenity rooms.
3. The proposed retaining walls on the north elevation were not shown on the approved Development Permit #00164. More detail on the type and height of the retaining walls must be submitted for approval.
4. The landscaping must conform with the detailed landscape plan attached to Development Permit #DPM00164. Security in the amount of \$76,000.00 must be submitted prior to the issuance of a building permit.

FIRE & RESCUE SERVICES

1. Two hydrants to be installed as shown on plans as submitted previously for Site Services. See attached drawing for locations.

Handwritten initials: "12" and "WB" with a checkmark.

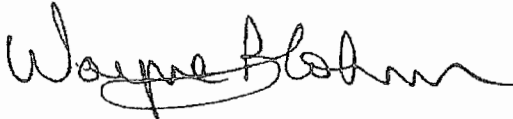
BUILDING INSPECTION DIVISION

1. Architect to review 3 meter apron around building as required for fire fighting access IE with ladders.
2. HPO form required.
3. Ensure the parkade entrance is a localized depression only.
4. Retaining walls require a separate permit and planning approval.
5. Architect to provide B1 and B2
6. Coordinating and Architect to submit Appendix "D".
7. Electrical P. Eng to provide Appendix "D". (Falcon)

Please note that all of the concerns expressed in this letter must be addressed *prior to the issuance of a building permit*. Additional general requirements may be included at the time of permit issuance. Any additional information you submit must be forwarded directly to the undersigned at the **Building Inspection Division**.

Should you require any further information or clarification of the noted items, please contact me at 828- ***. 3574 UB

Yours truly,



WAYNE BLOHM
Commercial Plan Checker

cc K. Cairns, Engineering Development Supervisor
R. Lambright, Planning and Development Supervisor
L. McKinnon, Special Projects Coordinator, Fire & Rescue Services
DUFFERIN LAND CORPORATION

edford + associates
ARCHITECTURE

DATE: _____
DRAWN BY: _____
CHECKED BY: _____
DATE: _____

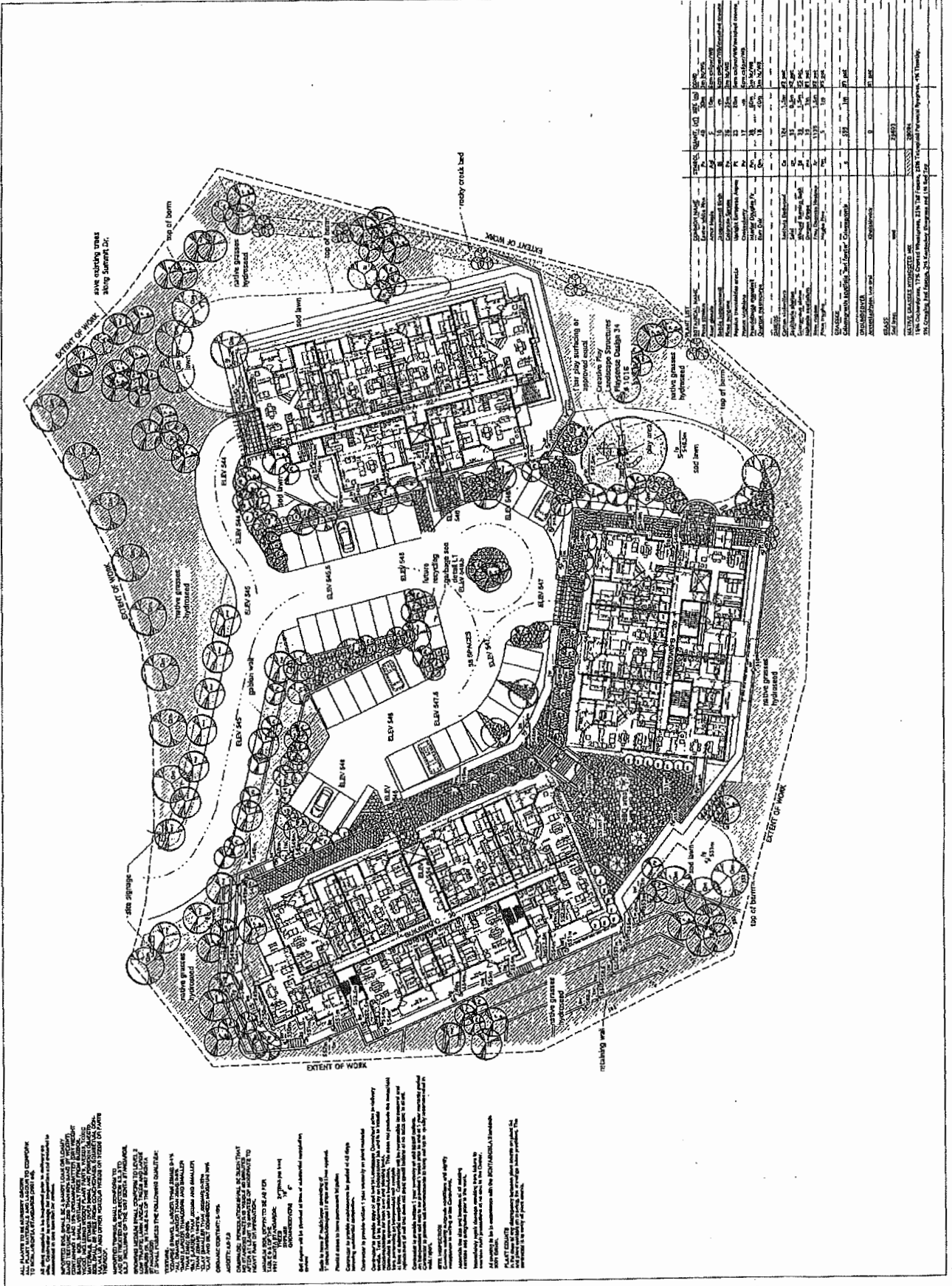
PROJECT NO. _____
PROJECT NAME: _____

CLIENT: _____
ADDRESS: _____

SPRINGHILL
Spring Hill, Tennessee, TN

LANDSCAPE PLAN

SCALE: 1" = 40'-0"
DATE: _____
DRAWN BY: _____
CHECKED BY: _____



ALL PLANTS TO BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE ARCHITECT'S SPECIFICATIONS AND THE LANDSCAPE ARCHITECT'S SCHEDULE OF PLANTS. PLANTS TO BE INSTALLED SHALL BE THE SAME AS SHOWN ON THE LANDSCAPE ARCHITECT'S SCHEDULE OF PLANTS. PLANTS TO BE INSTALLED SHALL BE THE SAME AS SHOWN ON THE LANDSCAPE ARCHITECT'S SCHEDULE OF PLANTS. PLANTS TO BE INSTALLED SHALL BE THE SAME AS SHOWN ON THE LANDSCAPE ARCHITECT'S SCHEDULE OF PLANTS.

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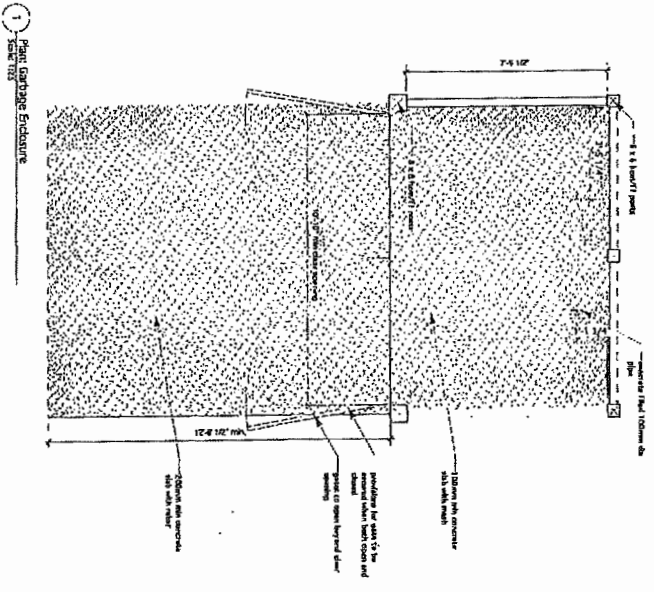
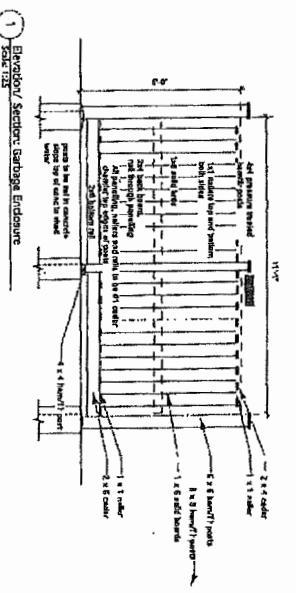
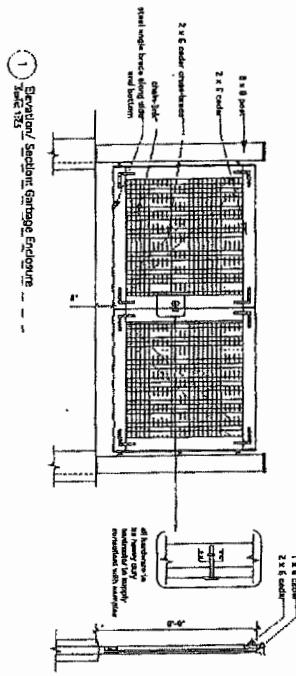
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ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	PLANTING	100	SQ. FT.	1.00	100.00
2	PLANTING	200	SQ. FT.	1.00	200.00
3	PLANTING	300	SQ. FT.	1.00	300.00
4	PLANTING	400	SQ. FT.	1.00	400.00
5	PLANTING	500	SQ. FT.	1.00	500.00
6	PLANTING	600	SQ. FT.	1.00	600.00
7	PLANTING	700	SQ. FT.	1.00	700.00
8	PLANTING	800	SQ. FT.	1.00	800.00
9	PLANTING	900	SQ. FT.	1.00	900.00
10	PLANTING	1000	SQ. FT.	1.00	1000.00

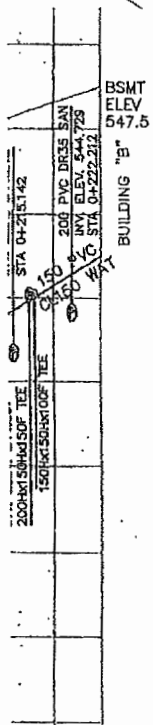
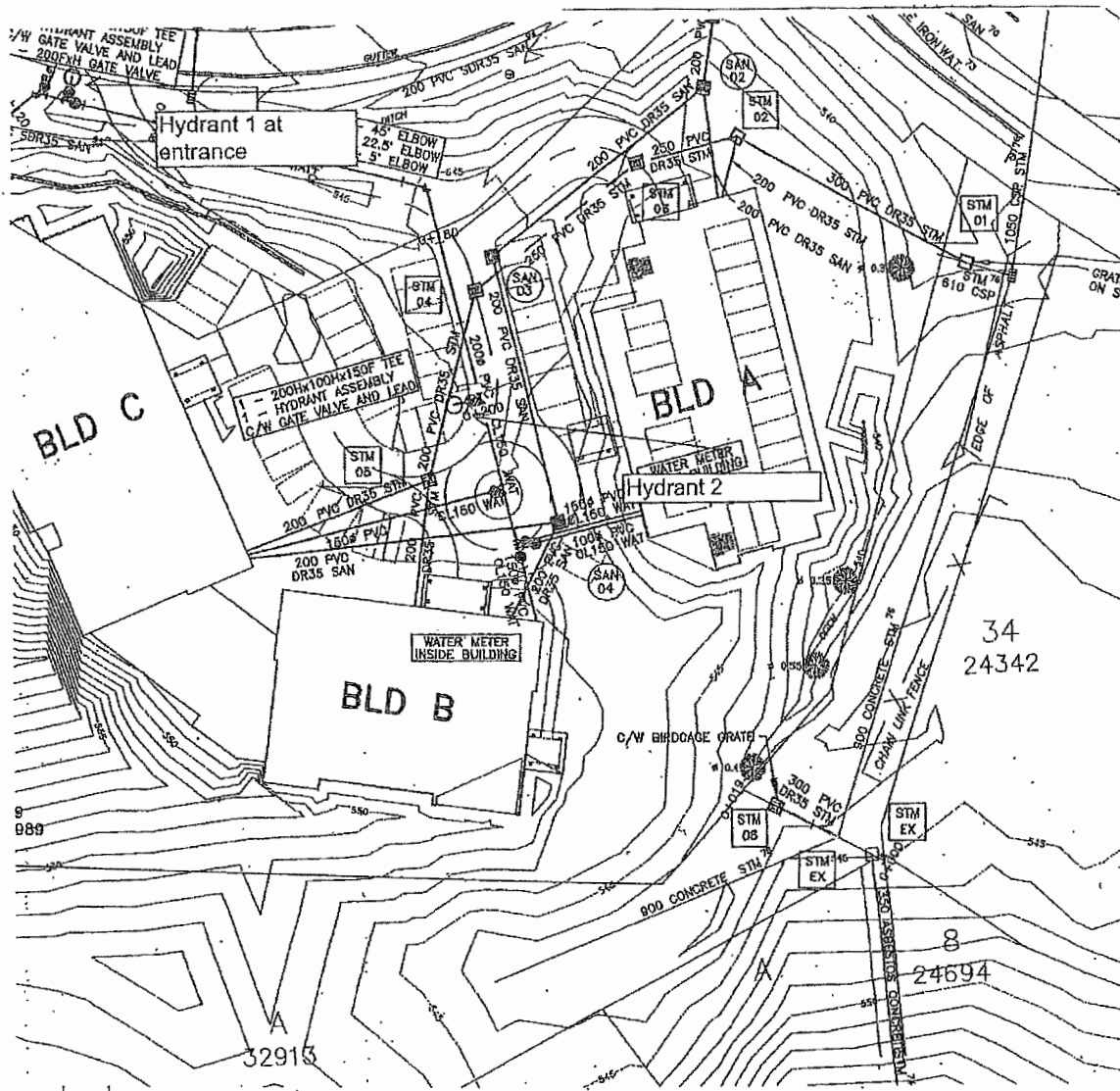
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
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12	PLANTING	1200	SQ. FT.	1.00	1200.00
13	PLANTING	1300	SQ. FT.	1.00	1300.00
14	PLANTING	1400	SQ. FT.	1.00	1400.00
15	PLANTING	1500	SQ. FT.	1.00	1500.00
16	PLANTING	1600	SQ. FT.	1.00	1600.00
17	PLANTING	1700	SQ. FT.	1.00	1700.00
18	PLANTING	1800	SQ. FT.	1.00	1800.00
19	PLANTING	1900	SQ. FT.	1.00	1900.00
20	PLANTING	2000	SQ. FT.	1.00	2000.00

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
21	PLANTING	2100	SQ. FT.	1.00	2100.00
22	PLANTING	2200	SQ. FT.	1.00	2200.00
23	PLANTING	2300	SQ. FT.	1.00	2300.00
24	PLANTING	2400	SQ. FT.	1.00	2400.00
25	PLANTING	2500	SQ. FT.	1.00	2500.00
26	PLANTING	2600	SQ. FT.	1.00	2600.00
27	PLANTING	2700	SQ. FT.	1.00	2700.00
28	PLANTING	2800	SQ. FT.	1.00	2800.00
29	PLANTING	2900	SQ. FT.	1.00	2900.00
30	PLANTING	3000	SQ. FT.	1.00	3000.00

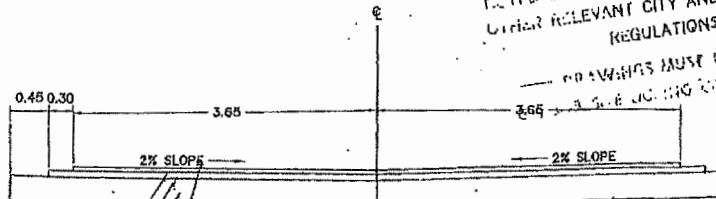
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
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32	PLANTING	3200	SQ. FT.	1.00	3200.00
33	PLANTING	3300	SQ. FT.	1.00	3300.00
34	PLANTING	3400	SQ. FT.	1.00	3400.00
35	PLANTING	3500	SQ. FT.	1.00	3500.00
36	PLANTING	3600	SQ. FT.	1.00	3600.00
37	PLANTING	3700	SQ. FT.	1.00	3700.00
38	PLANTING	3800	SQ. FT.	1.00	3800.00
39	PLANTING	3900	SQ. FT.	1.00	3900.00
40	PLANTING	4000	SQ. FT.	1.00	4000.00



rickford + associates ARCHITECTS 10000 W. 10th Ave., Suite 100 Golden, CO 80401 Phone: 303.440.1100 Fax: 303.440.1101 www.rickford.com	
Project Name Garbage Enclosure Details	Date Jan 14, 2009
Project No. 10000	Drawing No. 10000-01
Client SPRINGHILL	Designer SPRINGHILL
Architect rickford + associates	Date Jan 14, 2009
Project Location 10000 W. 10th Ave., Suite 100, Golden, CO 80401	Drawing Scale 1/8" = 1'-0"
Project Description Garbage Enclosure Details	Drawing Title Garbage Enclosure Details
Project Status 100%	Drawing Status 100%
Project Manager rickford + associates	Drawing Author rickford + associates
Project Engineer rickford + associates	Drawing Checker rickford + associates
Project Designer rickford + associates	Drawing Approver rickford + associates
Project Architect rickford + associates	Drawing Date Jan 14, 2009
Project Engineer rickford + associates	Drawing Title Garbage Enclosure Details
Project Designer rickford + associates	Drawing Status 100%
Project Architect rickford + associates	Drawing Date Jan 14, 2009
Project Engineer rickford + associates	Drawing Title Garbage Enclosure Details
Project Designer rickford + associates	Drawing Status 100%
Project Architect rickford + associates	Drawing Date Jan 14, 2009



50mm ASPHALT
 75mm GRANULAR BASE - 95% MPD
 300mm GRANULAR SUB BASE - 95% MPD



STORM

CITY OF KANLOUIS
 Building Information
 DIVISION

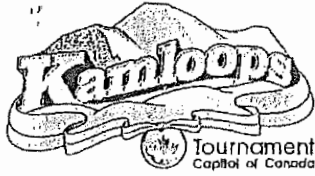
PLANS REVIEWED

PAGE # _____ OF _____
 FOR BUILDING PERMIT No. 37
 DATE: JAN 21/0

SIGNED: _____
 CONSTRUCTION MUST CONFORM
 WITH CONDITIONS ATTACHED /
 PERTAINING TO REVIEWED PLANS
 UNDER RELEVANT CITY AND
 REGULATIONS.

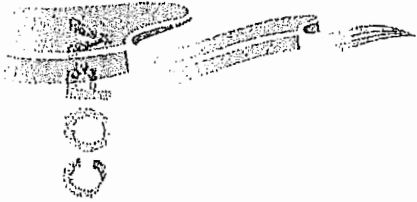
DRAWINGS MUST BE
 366 - 3 1/2" X 11" (110mm X 279mm)

KAN
 FOR



City of Kamloops

7 Victoria Street West
Kamloops, BC V2C 1A2
Telephone (250) 828-3311
www.kamloops.ca



LOCAL GOVERNMENT ACT
(Part 26)
NOTICE OF PERMIT

To: Registrar of Title
Land Title Office
Ministry of Attorney General
Suite 114, 455 Columbia Street
Box 19
Kamloops BC V2C 6K4

TAKE NOTICE that the land described below is subject to a permit issued by the City of Kamloops.

PARTICULARS OF PERMIT

LB096827
25
14 AUG 2007 13

<u>Permit Description</u>	
(a) Type of Permit	Development Permit No. DPM00164
(b) Statutory Authority	Local Government Act, Section 920
Legal Description of Land Affected	(PID)004-980-158 LOT 49 SECTION 31 TOWNSHIP 19 RANGE 17 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 23989 1418 SUMMIT DR
Issue Date	2007 July 31
Expiry Date (if any)	(for Temporary Commercial or Industrial Permit only)

Use this box only for an amendment to a Land Use Contract by way of permit under Section 930 of the Local Government Act.

This notice relates to the amendment of Land Use Contract No. _____ which is registered as a charge against the above-described land. Particulars of the amendment may be obtained from the issuing authority.

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after the expiry date specified above without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

CITY OF KAMLOOPS

Dated: 2007 August 13

Corporate Officer Len W. Hrycan



DEVELOPMENT PERMIT

PERMIT NUMBER: DPM00164

To: Homex Development Corporation
(PERMITTEE OR ITS SUCCESSOR(S) IN TITLE)

Address: P.O. Box 3279 Kamloops, B.C. V2C 6B8

1. This Development Permit is issued subject to compliance with all applicable City of Kamloops By-laws except as specifically varied by this Permit.
2. This Development Permit applies to, and only to,

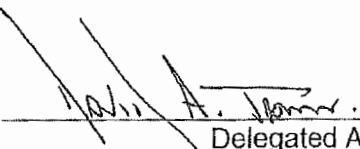
LOT 49 SECTION 31 TOWNSHIP 19 RANGE 17 WEST OF THE 6th MERIDIAN KAMLOOPS
DIVISION YALE DISTRICT PLAN 23989
(Legal Description)
004-980-158
(P.I.D)
1418 SUMMIT DR
(Address)

and any and all buildings, structures and other development thereon.

3. The land described herein shall be developed strictly in accordance with the Riparian Area Assessment Report shown as Attachment "A".
4. Notice shall be filed in the Land Title Office that the land described herein is subject to this Permit.
5. The terms of this Permit or any amendment to it is binding on all persons who acquire an interest in the land affected by the Permit.
6. This Permit is not a Building Permit.

AUTHORIZING THE 16 DAY OF AUGUST, 2007.

ISSUED THIS 16 DAY OF AUGUST, 2007.



Delegated Authority
David A. Trawin

FORM 1

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

Please refer to submission instructions and assessment report guidelines when completing this report.

Date **May 8, 2007**

I. Primary QEP Information

First Name	Ralph	Middle Name	Rudiger
Last Name	Heinrich		
Designation	R.P. Bio	Company	Wildtech Biological Services
Registration #	1229	Email	Wildtech@telus.net
Address	643 Bissette Road		
City	Kamloops	Postal/Zip	V2B 6L3
Prov/state	BC	Country	Canada
		Phone #	250 579-8909

II. Secondary QEP Information (use Form 2 for other QEPs)

First Name		Middle Name	
Last Name			
Designation		Company	
Registration #		Email	
Address			
City		Postal/Zip	
Prov/state		Country	
		Phone #	

III. Developer Information

First Name	Peter	Middle Name	
Last Name	McCurrach		
Company	Homex Development Corporation		
Phone #	250 3745769	Email	homex@telus.net
Address	Box 3279		
City	Kamloops	Postal/Zip	V2C 6B8
Prov/state	BC	Country	Canada

IV. Development Information

Development Type	Multiple Family Medium Density Residential		
Area of Development (ha)	0.2814ha	Riparian Length (m)	
Lot Area (ha)	1.0116ha.	Nature of Development	New
Proposed Start Date	May 2007	Proposed End Date	May 2009

V. Location of Proposed Development

Street Address (or nearest town)	1418 Summit Drive		
Local Government	Municipality	City	Kamloops
Stream Name	Springhill Creek		
Legal Description	Lot 49, Plan 23989, Sec.31, TP.19, R.17, W6M, KDYD PID: 004-980-158	Region	Thompson
Stream/River Type	30% Stream, 70% culvert	DFO Area	BC Interior
Watershed Code	Peterson Creek Watershed WSC128-009700, 10U, 0687601, 5615287		
Latitude	50	39	34.8
Longitude	120	20	44.4

Completion of Database Information includes the Form 2 for the Additional QEPs, if needed. Insert that form immediately after this page.

Table of Contents for Assessment Report

1. Description of Fisheries Resources Values
2. Results of Riparian Assessment (SPEA width)
3. Site Plan
4. Measures to Protect and Maintain the SPEA (detailed methodology only)
5. Environmental Monitoring
6. Photos
7. Assessment Report Professional Opinion

Section 1. Description of Fisheries Resources Values

Springhill Creek is a small tributary stream to Peterson Creek. The approximate size of the drainage basin is 310 ha.

Water: The main source of water is from surface runoff collected through an intricate network of major and minor storm-water drainage systems including storm sewers, culverts and ditches. Except for spring snow melt and periodic rain events, surface flow on this stream is non-permanent (see form 4). The presence of a significant natural barrier, (4m falls) downstream of the assessment site, along with several impassable man-made barriers eliminates the possibility of fish presence even during high water flows.

Channel Characteristics: The portion of stream (30%) that is above ground (i.e. not contained within a buried culvert) has a visible channel that has been scoured by periodic flows from storm events. The channel substrate consists of gravel (60%), cobble (20%) and silt (25%). The silt is most evident in the deep pools and at the storm sewer inlets (concrete basins with a steel trash rack). The channel morphology is mainly a pool/riffle formation. Several pools along the section of stream from the southwest corner of the property to the culvert inlet provide standing water during periods of no flow. The remaining 70% of the stream has been routed under Summit Drive through a series of culverts.

Riparian Vegetation: The riparian vegetation has been recently altered due to the Pine Beetle epidemic. All mature Ponderosa Pine along the creek have been cut and burned. Some debris piles still remain along the Eastern edge of the property (presumably to be burned this year). The remaining riparian vegetation is dominated by a shrub/herb stage with several patches of pole sapling stage Ponderosa Pine Regeneration.

Wildlife: The non-culverted portion of the stream has good functional riparian vegetation (although it is a small discontinuous patch) providing habitat to a range of bird and small mammal species. The intermittent pools that provide standing water during no-flow periods provide habitat for amphibians and aquatic insects.

Section 2. Results of Riparian Assessment (SPEA width)

Attach or insert the Form 3 or Form 4 assessment form(s). Use enough duplicates of the form to produce a complete riparian area assessment for the proposed development

Section 2. Results of Simple Riparian Assessment

Refer to Chapter 2 and Appendix of the Assessment Methods.
Duplicate this form as needed for each assessment report.

Date: 2007-05-08

Stream	X
Wetland	
Lake	
Area	

Potential Riparian Width(m)

26	I, <u>Ralph R. Heinrich</u> , hereby certify that:
30	a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the <i>Fish Protection Act</i> ;
30	b) I am qualified to carry out this part of assessment of the development proposal made by the developer <u>Peter McCurrach</u> ;
30	c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
30	d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.
30	
30	
12	
30	
30	
30	
28	

Average 28
Existing or Potential Vegetation Category 1

Yes No**

Fish bearing X

**If non fish-bearing, insert non-fish bearing status report

Fish Absence based on stream gradient:
A waterfall with approximate height of 3.5m is located approximately 600m downstream of subject property (UTM: Zone 10U, 0688350, 5615763). This waterfall presents a natural fish barrier even at high water flow. There is no upstream source of fish (i.e. this stream is not lake-headed).

I, Ralph R. Heinrich, hereby certify that:

a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;

b) I am qualified to carry out this part of the assessment of the development proposal made by the developer Peter McCurrach;

c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and

d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.

Stream Flow Permanent Non Permanent*

 X

*If non permanent flow, indicate how this was determined?
No Surface flow data exists in the City of Kamloops records or in the Ministry of Environment archives.

FORM 1
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

Anecdotal evidence from local residents above and below the subject property has indicated that surface flow at this site exists only during spring melt and other large rain events. Surface flow is initiated during storm events with water being fed from storm sewers and drainage systems within a 310ha drainage basin (Stanley 1987). Some standing water remains in local pools throughout the summer (pers. Comm. Sean Bennett DFO) even when surface flows have stopped. Most years creek bed dries up after spring runoff (pers. Comm.. Mark Phillipotts MoE).

I, Ralph R. Heinrich (*name of qualified environmental professional*), hereby certify that:

- a) I am a qualified environmental professional, as defined in the Riparian Areas Regulation made under the *Fish Protection Act*;
- b) I am qualified to carry out this part of the assessment of the development proposal made by the developer Peter McCurrach (*name of developer*);
- c) I have carried out an assessment of the development proposal and my assessment is set out in this Assessment Report; and
- d) In carrying out my assessment of the development proposal, I have followed the assessment methods set out in the Schedule to the Riparian Areas Regulation.

SPEA Width (m)

Comments

During the potential riparian vegetation width assessment, the TOB was used where stream channel and associated TOB was evident.

Top of Bank (TOB) should be used to install the 15m SPEA. Slopes along the property line and SPEA boundary range between 26 and 31% and a preliminary geotechnical engineering assessment has indicated that slopes are stable in this area (Cullinane and Powell Inc., 2006). The SPEA boundary can only be established as far as the concrete inlet as no TOB exists beyond this point. There are no indicators as to where the original TOB or high water mark was located for at least 200m downstream (culvert distance) of the concrete inlet.

This culverted section does not fall under the definition of a ditch, therefore the detailed assessment methodology for a ditch cannot be used here. No reasonable estimate can be made as to where the original TOB may have been due to the past parking lot construction and main roadway (Summit Drive) locations. The stream has been routed through culverts underneath the existing parking lots to the south of the subject property and continues across Summit Drive and additional parking lots before it resurfaces at an outlet approximately 250m downstream. Therefore the SPEA should be measured from the TOB along the visible stream channel to the concrete inlet, at which point the SPEA should be measured at a 15m radius around the concrete inlet (see site plan).

FORM 1
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

Orthophoto showing assessment area

Attach JPG file of air/orthophoto (scale less than 3,000) outlining the elements in chapter 2 of Assessment Methods.



Section 3. Site Plan

Insert jpg file below



Section 4. Measures to Protect and Maintain the SPEA

This section is required for detailed assessments. Attach text or document files, as need, for each element discussed in chapter 1.1.3 of Assessment Methodology. It is suggested that documents be converted to PDF *before* inserting into the assessment report. Use your "return" button on your keyboard after each line.

Only a simple assessment was necessary for this site. Photo 5 below shows the depression that was originally labelled as a ditch on the site plan. Upon further site visits, it is my professional opinion that this depression does not fall under the definition of a ditch. It does have a storm sewer vent situated at the Northeast corner of the property. This depression and storm sewer vent should be addressed as a storm-water management issue, not as a ditch. It is my professional opinion that this portion of the property does not require a detailed assessment or a SPEA designation.

The following is included only to address the checklist provided by Ministry of Environment upon review of the initial report, submitted May 09, 2007.

Hazard Trees: No Hazard Trees exist on this site.

Windthrow: No wind-throw potential exists on this site.

Slope Stability: Field indicators of slope instability (Table 3.8 of the RAR assessment methods) are not evident at this site. Geotechnical report (Cullinane and Powell Inc., 2006) also did not find slope stability issues.

Protection of Trees in the SPEA: No mature conifers exist within the SPEA (previously removed (**not by developer**) as part of Western Pine Beetle and Fire Hazard Management concerns). Remaining trees are immature Ponderosa Pine and will be protected as per the Environmental monitoring section discussed below. The need for protection of these trees will be communicated to the developer and all contractors.

Preventing Encroachment in the SPEA: Fencing will be constructed as a visual barrier along the SPEA and/or the property boundary as per local government development guidelines.

Sediment and Erosion Control: As per Environmental Monitoring section discussed below.

Stormwater management: As per Environmental Monitoring section discussed below.

Floodplain concerns: Not applicable.

Section 5. Environmental Monitoring

Attach text or document files explaining the monitoring regimen Use your "return" button on your keyboard after each line. It is suggested that all document be converted to PDF *before* inserting into the PDF version of the assessment report.

No construction activities within the 15m SPEA are to be undertaken. Prior to project commencement, the SPEA boundary shall be clearly laid out. All contractors will be made aware of the SPEA boundary and the limitations associated with it.

1.) Surface runoff and sediment protection: Sediment fencing should be installed along the property line above the 15m SPEA to prevent potential surface runoff from depositing silt into the SPEA and or stream bed. The storm sewer vent at the Northwest corner of the property may potentially receive surface runoff loaded with sediment from construction activities. A small sediment fence constructed of geotextile materials should be installed prior to construction to prevent any sediment carried by surface run-off from entering the water system.

2.) Site access for construction vehicles and equipment should be restricted to one central location to minimize distribution of dust, sediment and soils.

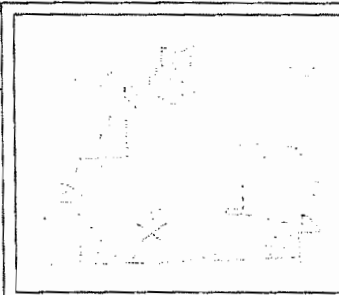
3.) Minimize the amount of vegetation removed during construction and re-vegetate disturbed areas as soon as possible after construction. Retention of as much natural vegetation in the landscaped areas of the development.

4.) Develop and implement a stormwater management plan including (but not limited to) reduction of Impervious areas (building footprints, parking areas and driveways), retention of natural vegetation.

5.) A QEP will monitor the project during the development phase. Results of the monitoring will be submitted as a post development compliance report to be included with the assessment report.

Section 6. Photos

Springhill & Summit Riparian Assessment



Legend

- Drainage Catch Basin
- Drainage Crossover
- Drainage Fitting
- General Fitting
- Cap
- Drainage Flow Arrow
- Drainage Inlet
- Drainage Network Structure
- Drainage Outlet
- Drainage Service Point
- Unknown Drainage Control Valve
- Street Centreline
- Local
- Collector
- Arterial Divided
- Arterial Undivided
- Closed
- Rural Minor
- Urban Minor
- Highway
- Contour
- Walkway
- Fish Habitat
- Unclassified
- Water Body
- Major Creeks
- Seasonal Creeks
- Floodplain 20yr
- Drainage Channel
- Drainage Gravity Main
- Collector Main



Map center: 687598, 5615347



Scale: 1:3,000

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Photos

Label Photo 1: Springhill Creek typical channel characteristics approximately 10m upstream of storm sewer inlet (black lines on staff gauge are 10cm increments).



Photo Form
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

Label Photo 2: Storm Sewer Inlet

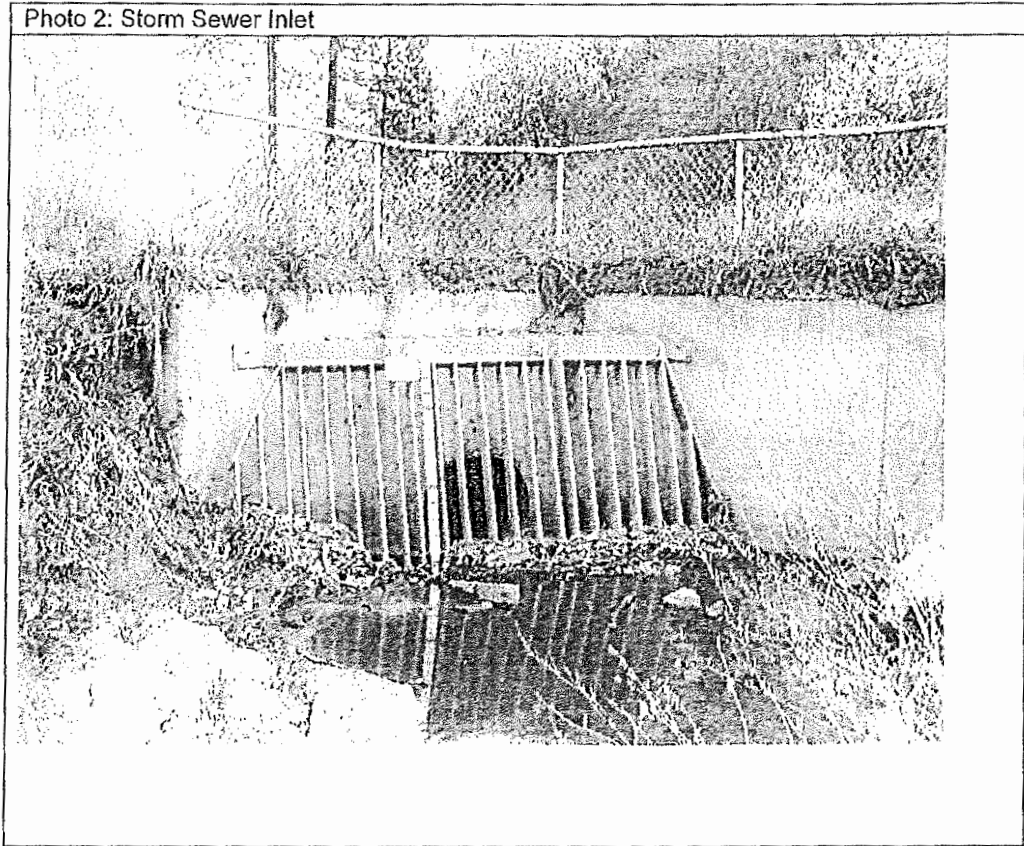


Photo Form
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

Label Photo 3: Riparian vegetation within the 15m SPEA looking west.

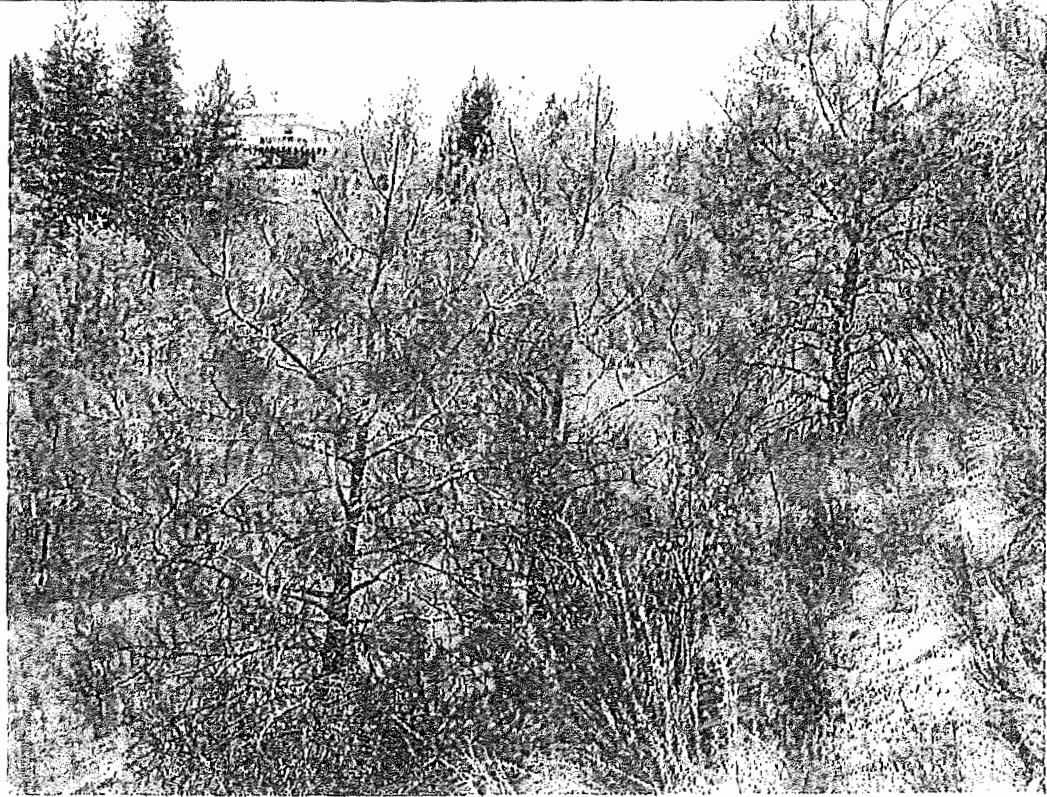


Photo Form
Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

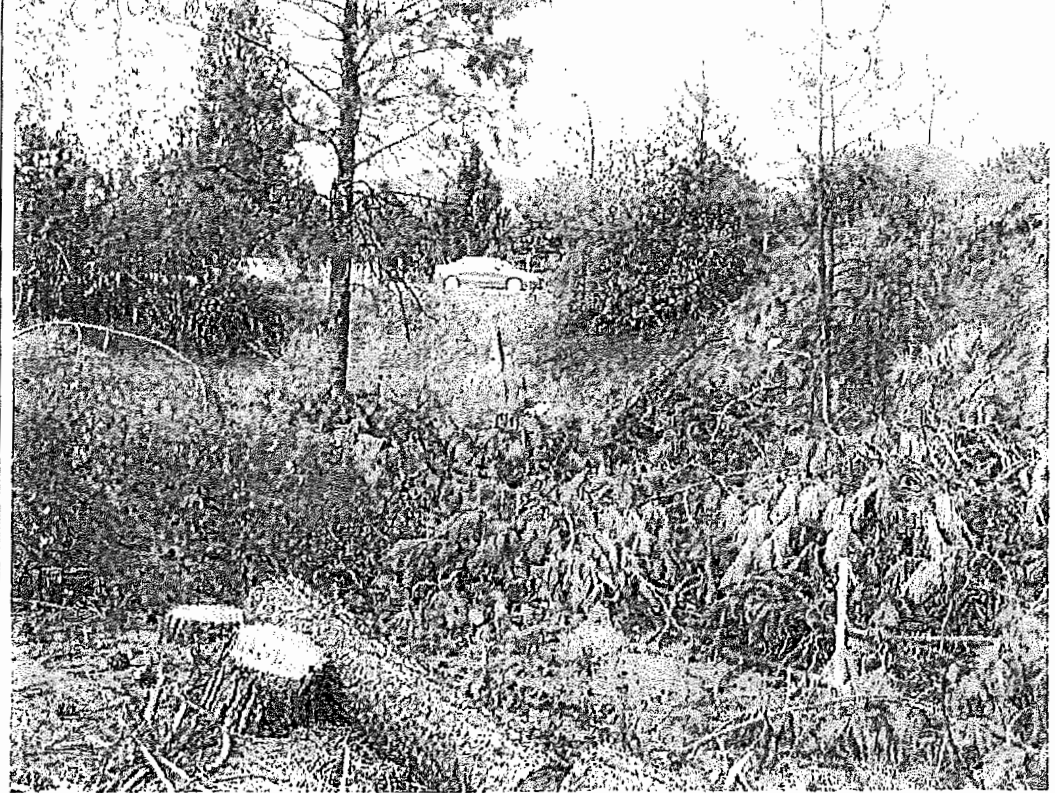
Label Photo 4 Typical vegetation within the 15m SPEA looking East towards Summit Drive.

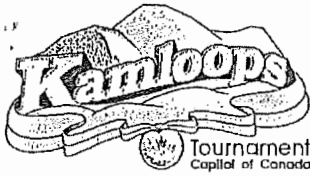


Photo Form

Riparian Areas Regulation - Qualified Environmental Professional - Assessment Report

Label Photo 5: View along Eastern edge of property from storm sewer inlet to Summit Drive. Debris piles from Pine Beetle/Urban-Wildland fire hazard management project. This depression does not receive any water but it contains a vent for the storm sewers that cross under Summit Drive.





20 AUG 2007 14 36

LB 09978 City of Kamloops

7 Victoria Street West
Kamloops, BC V2C 1A2
Telephone (250) 828-3311
www.kamloops.ca

LOCAL GOVERNMENT ACT
(Part 26)
NOTICE OF PERMIT

To: Registrar of Title
Land Title Office
Land Title and Survey Authority of BC
Suite 114, 455 Columbia Street
Box 19
Kamloops BC V2C 6K4

TAKE NOTICE that the land described below is subject to a permit issued by the City of Kamloops.

PARTICULARS OF PERMIT

<u>Permit Description</u>	
(a) Type of Permit	Development Permit No. DPM00164
(b) Statutory Authority	Local Government Act, Section 920
Legal Description of Land Affected	(PID)004-980-158 LOT 49 SECTION 31 TOWNSHIP 19 RANGE 17 WEST OF THE 6 TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT PLAN 23989 1418 SUMMIT DR
Issue Date	August 16, 2007
Expiry Date (if any)	(for Temporary Commercial or Industrial Permit only)

Use this box only for an amendment to a Land Use Contract by way of permit under Section 930 of the Local Government Act.

This notice relates to the amendment of Land Use Contract No. _____ which is registered as a charge against the above-described land. Particulars of the amendment may be obtained from the issuing authority.

AND FURTHER TAKE NOTICE that in the case of a Temporary Commercial or Industrial Permit you are hereby authorized to cancel the notation of the filing of this notice against the title to the land affected by it on or after the expiry date specified above without further application from us and we consent to a cancellation of the notation on the basis of effluxion of time.

CITY OF KAMLOOPS

Dated: August 16, 2007

Delegated Authority
David A. Trawin



DEVELOPMENT PERMIT

PERMIT NUMBER: DPM00164

To: Homex Development Corporation
(PERMITTEE OR ITS SUCCESSOR(S) IN TITLE)

Address: P.O. Box 3279 Kamloops, B.C. V2C 6B8

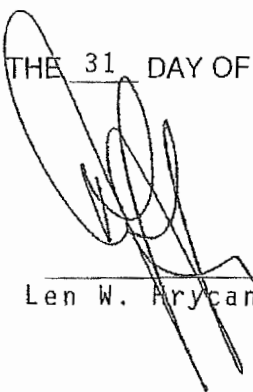
1. This Development Permit is issued subject to compliance with all applicable City of Kamloops By-laws except as specifically varied by this Permit.
2. This Development Permit applies to, and only to,

LOT 49 SECTION 31 TOWNSHIP 19 RANGE 17 WEST OF THE 6th MERIDIAN KAMLOOPS
DIVISION YALE DISTRICT PLAN 23989
(Legal Description)
004-980-158
(P.I.D)
1418 SUMMIT DR
(Address)

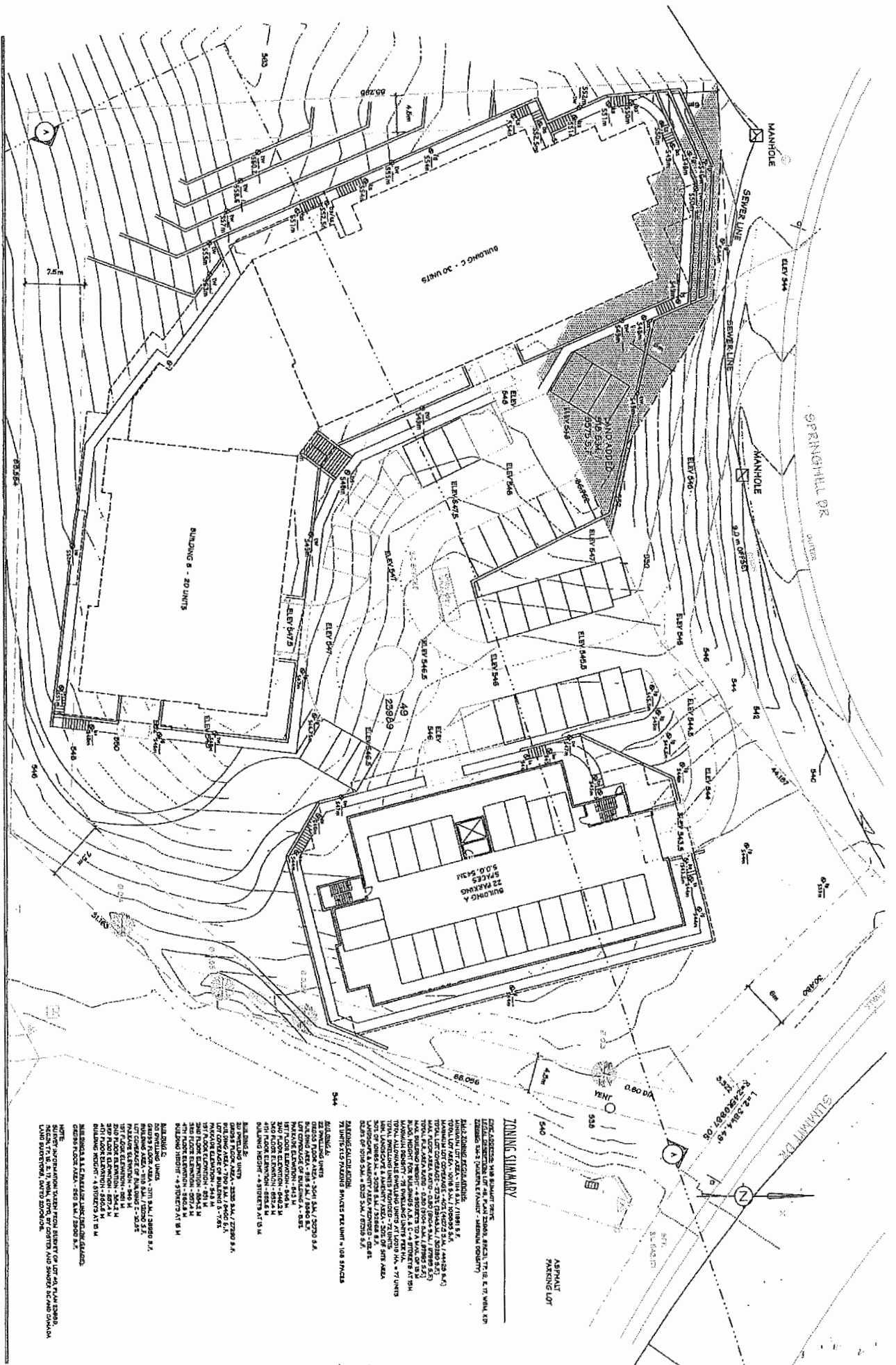
and any and all buildings, structures and other development thereon.

3. The land described herein shall be developed strictly in accordance with site plan and landscape plan shown as Attachment "A" and elevation drawings shown as Attachment "B".
4. Notice shall be filed in the Land Title Office that the land described herein is subject to this Permit.
5. The terms of this Permit or any amendment to it is binding on all persons who acquire an interest in the land affected by the Permit.
6. This Permit is not a Building Permit.

AUTHORIZING RESOLUTION PASSED BY COUNCIL THE 31 DAY OF July, 2007.
ISSUED THIS 13 DAY OF August, 2007.



Len W. Frycan, Corporate Officer



ZONING SUMMARY
 OFFICE ADDRESS: 1000 SPRINGHILL DRIVE
 ZONING: R-2 (RESIDENTIAL)
 DISTRICT: 201 (MANASSAS)
 SUB-DISTRICT: 201-1 (RESIDENTIAL)
 PERMITTED USES: SINGLE-FAMILY DWELLING, TWO-FAMILY DWELLING, RESIDENTIAL CARE HOME, RESIDENTIAL HOME CARE, RESIDENTIAL HOME ASSISTANCE, RESIDENTIAL HOME VISITATION, RESIDENTIAL HOME THERAPY, RESIDENTIAL HOME SUPPORT, RESIDENTIAL HOME SERVICES, RESIDENTIAL HOME CARE, RESIDENTIAL HOME ASSISTANCE, RESIDENTIAL HOME VISITATION, RESIDENTIAL HOME THERAPY, RESIDENTIAL HOME SUPPORT, RESIDENTIAL HOME SERVICES

ASPHALT PARKING LOT
 22 SPACES
 5.0 D. 54.31M

MANHOLE
 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

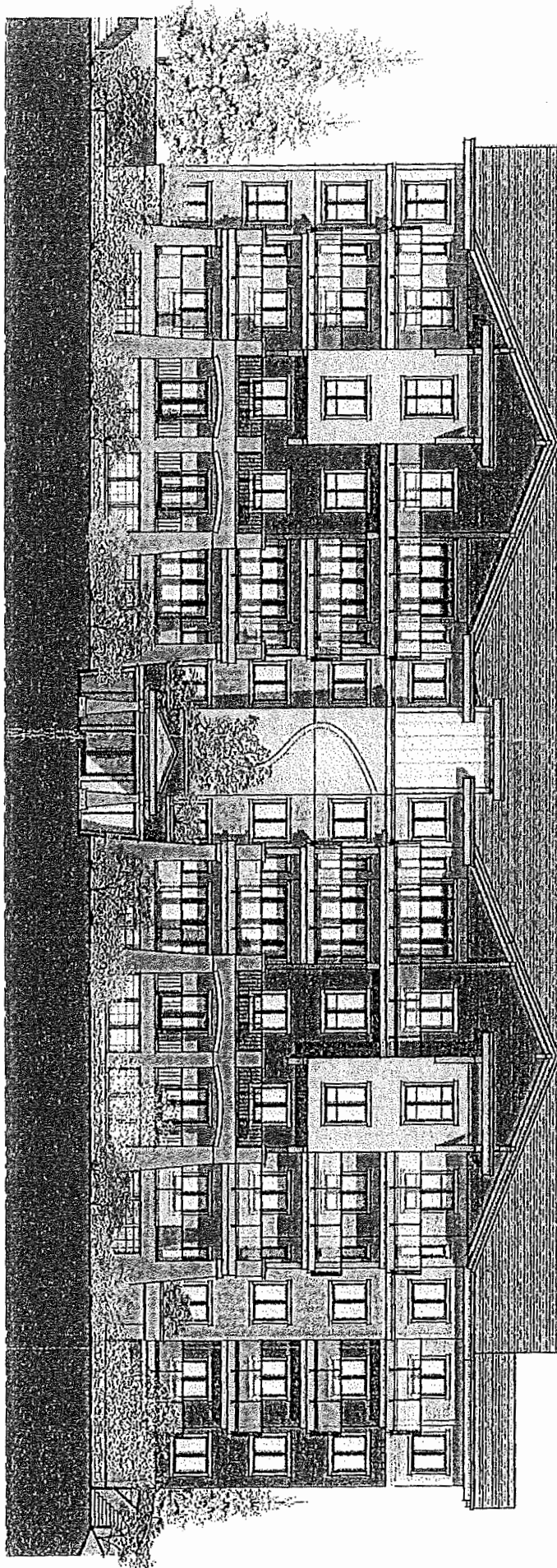
SEWER LINE
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TOPOGRAPHIC CONTOURS
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ATTACHMENT "A"










SPRINGHILL DRIVE
BUILDING C

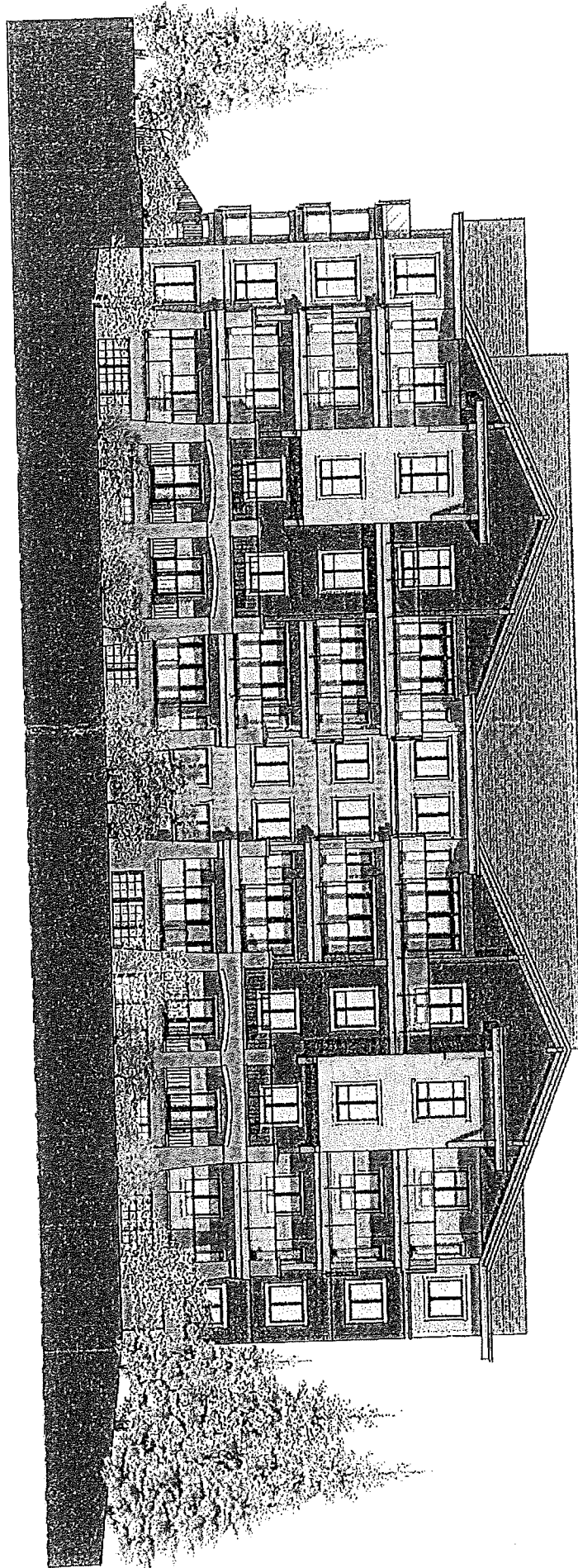
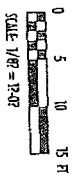
-  FIBERGLASS ROOFING
-  TIMBER FRAME BELLY BOARD
-  WINDOWS
-  SOLID OAK FINISHED BASEMENT ABOVE 3RD FLOOR
-  WOOD SHINGLES STAINED
-  WEATHERED MAST
-  WOODWORK FINISH
-  TRIMWORK FINISH
-  MAIN LIVING COLOR PLUS BOARD AND BATTEN SOLID OAK COLOR PLUS REVEALED JOINT



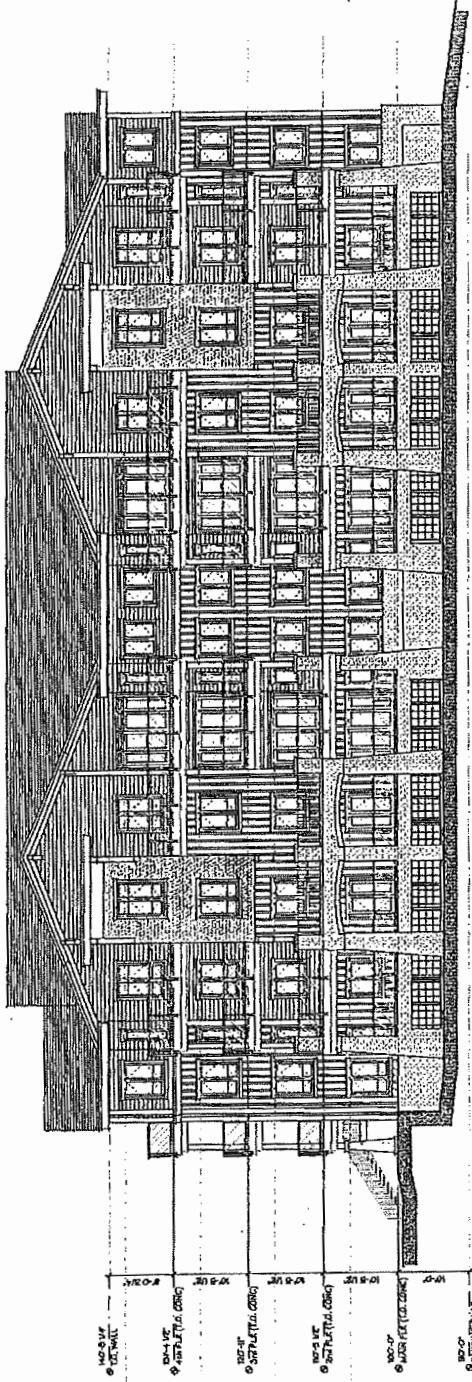
ATTACHMENT "B"

SPRINGHILL DRIVE
BUILDING A

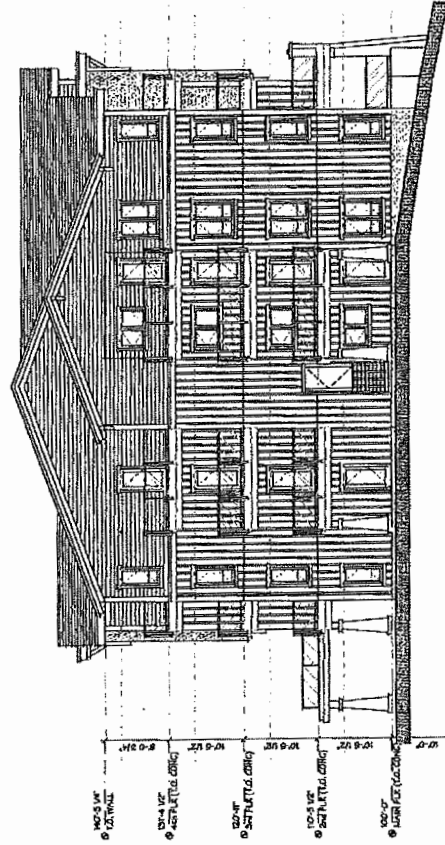
-  FIBERGLASS ROOFING
-  WINDOW CASCA STONE SILLS
-  WINDOWS
-  STUCCO DASH PAINTED BEADBOARD ABOVE 214-220
-  WOOD SHINGLES
-  WEATHERED MAST
-  WOODSTOCK BROWN
-  CONCRETE LIKE RED
-  HAND SPINK COLONIAL PLUS BOARD AND BATTEN HAND SPINK COLONIAL PLUS BEVELED SPINK



ATTACHMENT "B"



BUILDING "A" - EAST ELEVATION



BUILDING "A" - SOUTH ELEVATION

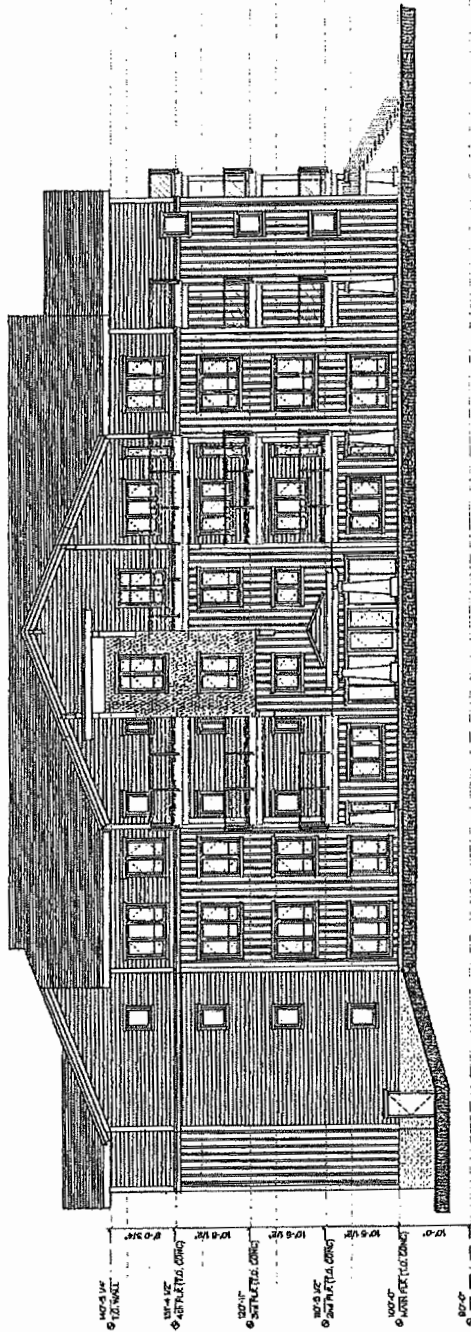
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BUILDING "A" - ELEVATIONS

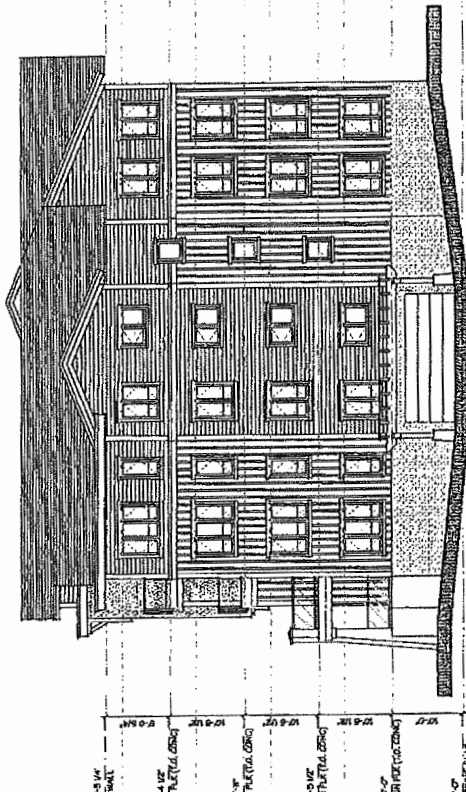
SPRINGHILL DRIVE
FARMLOOPS, DC

COAST ARCHITECTURAL GROUP
1000 14th Street, NW
Washington, DC 20004
Tel: 202-462-1000
Fax: 202-462-1001
www.coastarchitect.com





BUILDING "A" - WEST ELEVATION
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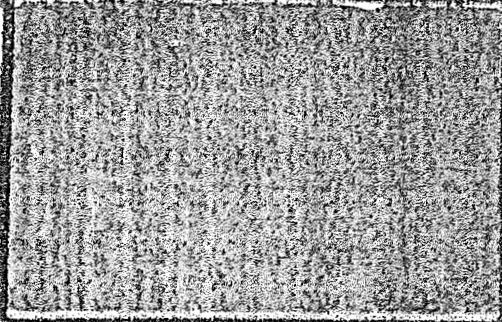
BUILDING "A" - NORTH ELEVATION
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|---|---|---|---|


COAST ARCHITECTURAL GROUP
 10000 Highway 100, Suite 100
 Raleigh, NC 27615
 Phone: (919) 871-1111
 Fax: (919) 871-1112
 Email: info@coastarchitectural.com

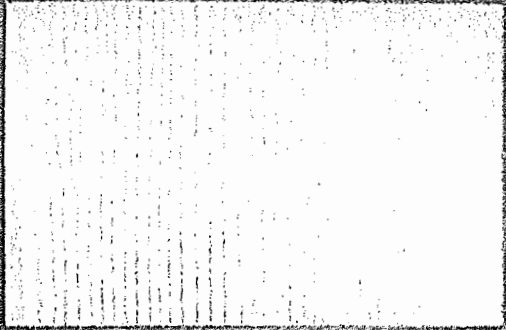
COAST ARCHITECTURAL GROUP

COAST ARCHITECTURAL GROUP

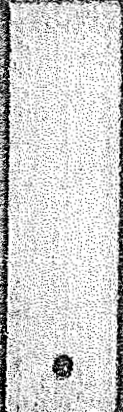


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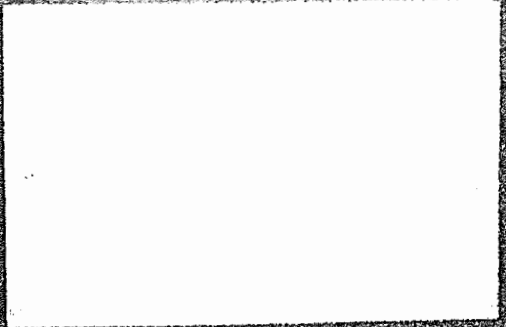
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COAST ARCHITECTURAL GROUP



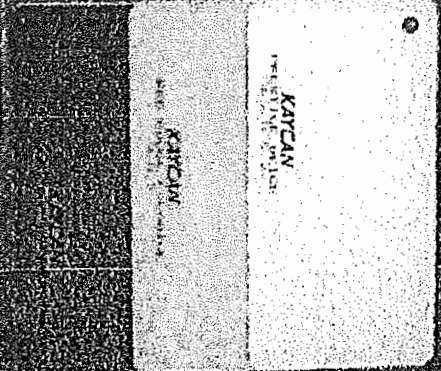
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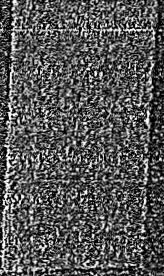
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COAST ARCHITECTURAL GROUP



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06 20 2007

Strata Property Act

**FORM V
SCHEDULE OF UNIT ENTITLEMENT**

(Sections 245(a), 246, 264)

Re: Strata Plan KAS3745, being a strata plan of:

PID: 027-299-473 Lot A Sec 31 Tp 19 Rge 17 W6M KDYD Plan KAP85323 except Strata Plan KAS3745 (Phase 1)

STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS

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

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

Certificate of British Columbia land surveyor

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

Date: _____.

Signature

OR

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

OR

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

Signature of Superintendent of Real Estate

| Strata Lot No. | Sheet No. | Habitable Area in m ² | Unit Entitlement | %* of Total Unit Entitlement** |
|----------------|-----------|----------------------------------|------------------|--------------------------------|
| 1 | 1,3,8 | 111.1 | 111 | |

| | | | | |
|----|-------|-------|-----|--|
| 2 | 1,3,8 | 103.2 | 103 | |
| 3 | 1,3,8 | 103.5 | 104 | |
| 4 | 1,3,8 | 110.2 | 110 | |
| 5 | 1,3,8 | 105.8 | 106 | |
| 6 | 1,4,8 | 116.4 | 116 | |
| 7 | 1,4,8 | 107.6 | 108 | |
| 8 | 1,4,8 | 107.9 | 108 | |
| 9 | 1,4,8 | 115.5 | 116 | |
| 10 | 1,4,8 | 110.0 | 110 | |
| 11 | 1,4 | 105.5 | 106 | |
| 12 | 1,5,8 | 105.5 | 119 | |
| 13 | 1,5,8 | 107.8 | 108 | |
| 14 | 1,5,8 | 107.7 | 108 | |
| 15 | 1,5,8 | 117.8 | 118 | |
| 16 | 1,5,8 | 112.0 | 112 | |
| 17 | 1,5 | 105.5 | 106 | |
| 18 | 1,6,8 | 118.5 | 119 | |
| 19 | 1,6,8 | 107.6 | 108 | |
| 20 | 1,6,8 | 107.7 | 108 | |
| 21 | 1,6,8 | 117.7 | 118 | |
| 22 | 1,6,8 | 111.1 | 111 | |
| 23 | 1,6 | 105.6 | 106 | |
| 24 | | 106.7 | 107 | |
| 25 | | 103.6 | 104 | |
| 26 | | 106.7 | 107 | |
| 27 | | 109.4 | 109 | |
| 28 | | 108.8 | 109 | |
| 29 | | 106.7 | 107 | |
| 30 | | 107.9 | 108 | |
| 31 | | 110.0 | 110 | |
| 32 | | 109.4 | 109 | |
| 33 | | 108.7 | 109 | |

| | | | | |
|----|--|-------|-----|--|
| 34 | | 110.9 | 111 | |
| 35 | | 110.1 | 110 | |
| 36 | | 111.0 | 111 | |
| 37 | | 109.4 | 109 | |
| 38 | | 108.7 | 109 | |
| 39 | | 110.9 | 111 | |
| 40 | | 110.1 | 110 | |
| 41 | | 111.0 | 111 | |
| 42 | | 109.4 | 109 | |
| 43 | | 108.7 | 109 | |
| 44 | | 108.3 | 108 | |
| 45 | | 103.4 | 103 | |
| 46 | | 103.4 | 103 | |
| 47 | | 107.0 | 107 | |
| 48 | | 88.8 | 89 | |
| 49 | | 91.6 | 92 | |
| 50 | | 88.2 | 88 | |
| 51 | | 112.5 | 113 | |
| 52 | | 107.8 | 108 | |
| 53 | | 107.8 | 108 | |
| 54 | | 111.3 | 111 | |
| 55 | | 88.8 | 89 | |
| 56 | | 91.6 | 92 | |
| 57 | | 91.5 | 92 | |
| 58 | | 88.2 | 88 | |
| 59 | | 114.8 | 115 | |
| 60 | | 107.8 | 108 | |
| 61 | | 107.8 | 108 | |
| 62 | | 113.3 | 113 | |
| 63 | | 88.8 | 89 | |
| 64 | | 91.6 | 92 | |
| 65 | | 91.5 | 92 | |

| | | | | |
|-------------------------------------|--|-------|---|--|
| 66 | | 88.2 | 88 | |
| 67 | | 114.8 | 115 | |
| 68 | | 107.8 | 108 | |
| 69 | | 107.8 | 108 | |
| 70 | | 113.3 | 113 | |
| 71 | | 88.8 | 89 | |
| 72 | | 91.6 | 92 | |
| 73 | | 91.5 | 92 | |
| 74 | | 88.2 | 88 | |
| Total number
of Lots: 74 | | | Total Unit
Entitlement: 7819 | |

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

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

Date: _____.

Signature of Owner Developer

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

-5 MAY 2011 15 04

L8464453

DO NOT WRITE ABOVE THIS LINE - LAND TITLE USE ONLY

Date: February 7, 2011


DE
SPF

To: Registrar
Land Title and Survey Authority of BC
Suite 114 - 455 Columbia Street
Kamloops, BC V2C 6K4

Please receive herewith the following **KAS 3745 Strata Bylaws** document for filing.

Fee Payable: \$ 23.75

MM 5/5/2011 9:05:22 PM 1.0
Doc File 1 800 75



Signature

NAME OF APPLICANT: Columbia Property Management Ltd.
ADDRESS: 101 - 388 First Avenue
Kamloops, BC V2C 6W3
TELEPHONE: (250) 851-9310

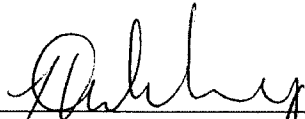
Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan KAS 3745 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an Annual or Special General Meeting held on January 26, 2011.

SEE ATTACHED.



Signature of Council Member



Signature of Council Member

* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

Bylaw Changes and Additions Strata KAS 3745

Add Bylaw

1. CORRESPONDENCE
 - 1.1 All correspondence, Council Minutes, AGM and SGM packages and notices to be sent to all owners via email.

***Strata Corporation KAS 3745
(Summit Pointe)***

ADDITIONAL BYLAWS

STRATA CORPORATION KAS 3745
(Summit Pointe)

General Information

ADDITIONS TO BYLAWS

- Are those contained in the *Strata Property Act*, schedule of standard bylaws, and may be added to if a Strata Corporation needs special bylaws.

- The Owner's may, by 'Special Resolution', create bylaws that affect individual Strata lots, as well as, common property. A bylaw must be presented to owners as a Special Resolution at a general meeting and be passed by 75% of the owners who are eligible to vote and are present in person or by proxy. The bylaw must then be registered at the Land Titles Office with a Form I.

Strata Property Act Booklets can be purchased from:

Crown Publications Inc.
521 Fort Street
Victoria, BC V8W 1E7

**STRATA CORPORATION KAS 3745
ADDITIONS TO BYLAWS**

1. CORRESPONDENCE

- 1.1 All correspondence, Council Minutes, AGM and SGM packages and notices to be sent to all owners via email.

END OF BYLAWS

KAMLOOPS LAND TITLE OFFICE

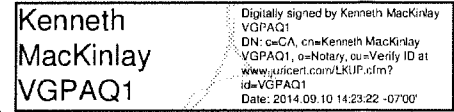
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STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 7 PAGES

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



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

Columbia Property Management Ltd

250-851-9310

101-388 First Avenue

Kamloops

BC V2C 6W3

Document Fees: \$24.20

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN KAS3745

Related Plan Number: **KAS3745**

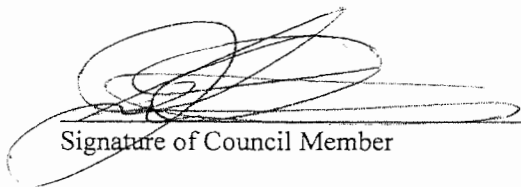
Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan KAS 3745 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an Annual or Special General Meeting held on August 20, 2014.

SEE ATTACHED.



Signature of Council Member



Signature of Council Member

*Strata Corporation KAS 3745
(Summit Pointe)*

ADDITIONAL BYLAWS

Amended August 20, 2014

STRATA CORPORATION KAS 3745
(Summit Pointe)

General Information

ADDITIONS TO BYLAWS

- Are those contained in the *Strata Property Act*, schedule of standard bylaws, and may be added to if a Strata Corporation needs special bylaws.

- The Owner's may, by 'Special Resolution', create bylaws that affect individual Strata lots, as well as, common property. A bylaw must be presented to owners as a Special Resolution at a general meeting and be passed by 75% of the owners who are eligible to vote and are present in person or by proxy. The bylaw must then be registered at the Land Titles Office with a Form I.

Strata Property Act Booklets can be purchased from:

Crown Publications Inc.
521 Fort Street
Victoria, BC V8W 1E7

**STRATA CORPORATION KAS 3745
ADDITIONS TO BYLAWS**

1. CORRESPONDENCE

- 1.1 All correspondence, Council Minutes, AGM and SGM packages and notices to be sent to all owners via email.

2. VIDEO SURVEILLANCE

- 2.1 The Strata Corporation may collect from time to time, certain personal information of owners, tenants and occupants including:
- (a) video images and voice recordings obtained during the use and operation of the video surveillance system installed in the building by the Strata Corporation in the following locations, with signage noting the operation and monitoring and operational 24 hours a day, 7 days a week:
 - (i) exterior entrance/exit locations for pedestrians and vehicle traffic
 - (ii) interior front entrance/exit locations in common areas
 - (iii) as needed in other interior/exterior common property or limited common property areas to address security, physical safety illegal actions, or bylaw infractions, more specific underground garage/parking area
 - (b) Information and data recorded and collected during the use and operation of the access control system (i.e. key fob) installed in the building that monitors access to and from the common areas of the building 24 hours a day, 7 days a week.
- 2.2 Personal information recorded and collected will not be disclosed to any person, other than the building manager, the Strata's corporation Strata agent, elected members of the Strata council during the course of exercising the powers and performing duties of the Strata corporation, the Strata corporation's legal counsel or law enforcement personnel, except:
- (a) when required or authorized by law to do so
 - (b) when disclosure is consented to in writing by an owner, tenant or occupant
 - (c) during the course of a criminal investigation involving vandalism to or theft of common property or common assets of the Strata corporation, vandalism to or theft of personal belongings of owners, tenants, occupants, visitors and invitees, or the physical assault of an owner, tenant, occupant, visitor or invitee.
- 2.3 The collection of personal information using the video surveillance system and access control system are for the following purposes only:
- (a) to monitor access to and from the common property areas of the building
 - (b) to protect personal property of owners, tenants, occupants, visitors and invitees
 - (c) to protect common property and common assets of the Strata corporation
 - (d) to protect the security and physical safety of owners, tenants, occupants, visitors and invitees to the building.
- 2.4 Personal information collected from the use and operation of the video surveillance system and access control system will be retained by way of electronic data storage for up to 14 days on the Strata Corporation's computer data storage system at which time the personal information recorded and collected will be recorded over.

3. USE OF PROPERTY

- 3.1 Any damage or vandalism caused by an owner or owner's children, tenants or occupants will be the responsibility of that owner and any costs incurred by the Strata Corporation will be assessed against that owner.
- 3.2 No satellite dish or dishes are allowed.
- 3.3 Each owner shall dispose of any garbage from the owner's strata lot only in the garbage receptacles provided by the Strata Corporation.
- 3.4 Any damage or damages to a strata lot or to the common property caused by the willful act of an owner, tenant, or occupant shall be the responsibility of the party causing the damage, or damages and the Strata Corporation shall be entitled to assess the owner, tenant, or occupant the amount of any insurance deductible paid by the Strata Corporation in connection with such insurance claim.
- 3.5 No owner, tenant, or occupant shall make any claim against the insurance provided by the Strata Corporation without first giving written notice to the Strata Corporation of the intention to make such claim.
- 3.6 No signs shall be posted on any strata lot or the common property save and except for small signs approved by the Strata Corporation for the purposes of the sale of strata lots, provided that this provision shall not apply to the Developer while the Developer has unsold strata lots.
- 3.7 No unlicensed or inoperable vehicles shall be parked or stored on common property.

4. PETS

- 4.1 Except as allowed by the written permission of the Strata Council, an owner, tenant or occupant shall not keep any pets on a strata lot other than the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds
 - (d) one dog or one cat.
- 4.2 Where these bylaws permit an owner, tenant, occupant or visitor to keep a dog or cat on a strata lot, the owner, tenant, occupant, or visitor, as the case may be, must not allow that dog or cat to enter another strata lot except with consent of the owner, or tenant of the other strata lot;
- 4.3 No dog or cat shall be permitted on the common property unless the dog or cat is on a leash or chain of no more than two (2) meters in length, and the dog or cat is under the effective control of an adult responsible for that dog or cat.
- 4.4 No owner, tenant, occupant or visitor shall allow a dog or cat to cause unreasonable noise by barking or meowing.
- 4.5 No owner shall allow a dog or cat to defecate on common property or a common asset or on a strata lot that the owner does not own, and must, if that dog or cat deposits feces on the common property, or on a common asset, or on any strata lot, immediately remove the feces deposited by the dog or cat.

5. RECREATIONAL VEHICLE PARKING

- 5.1 Recreational vehicles, motorized mobile homes, truck campers, camper trailers, water craft, motorized snow vehicles, trailers or equipment of any kind may not be stored, placed or parked on common property, including Strata parking stalls, except for cleaning or loading/unloading to maximum duration of 72 hours, subject to available space.
- 5.2 Recreational vehicles, motorized mobile homes, truck campers or camper trailers of visitors may be parked on designated visitor parking areas subject to Strata Council approval, to a maximum duration of seven (7) days and subject to available space.

6. INSURANCE

- 6.1 All owners, tenants, occupants or visitors must ensure that their vehicles are properly licensed and insured if they are driven, parked, or stored within the complex.
- (a) a minimum of storage insurance is required for all vehicles parked or stored within the complex a copy of the certificate of storage insurance must be forwarded to and kept on file with the management company and be posted on the vehicle in question
- (b) Unlicensed and/or uninsured vehicles parked or stored within the complex will be subject to towing at the owner's expense.

7. STRATA FEES

- 7.1 Strata fees are due on or before the first day of the month to which the Strata fees relate. A late fee of \$25.00 will apply to any and all Strata fees that are not paid on time. Late fees will be levied without notice. Strata Council may, at their discretion, fine a unit owner up to \$200.00 for unpaid Strata fees.

8. AGM/SGM

- 8.1 If within ten (10) minutes from the time appointed for an Annual General Meeting or a Special General Meeting a quorum is not present, the meeting stands adjourned to ten (10) minutes after the original time scheduled for the meeting on that same day, however, if at that time to which the meeting is adjourned a quorum is not present, the eligible voters present in person or by proxy, constitute a quorum.

9. FINES

- 9.1 First contravention of any bylaw will be a written warning.
- 9.2 Second contravention will result in a \$50.00 fine.
- 9.3 Third contravention will result in a \$100.00 fine.
- 9.4 Fourth contravention will result in a \$200.00 fine.

END OF BYLAWS

KAMLOOPS LAND TITLE OFFICE

Sep-24-2015 15:53:02.001

CA4699052

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 7 PAGES

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

James Fulton
1DVG17

Digitally signed by James Fulton
1DVG17
DN: cn=CA, cn=James Fulton 1DVG17,
o=Notary, ou=Verify ID at
www.juicert.com/LKJP.cfm?id=1DVG17
Date: 2015.09.24 14:49:08 -0700

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

Columbia Property Management Ltd

Tel: 250-851-9310

101 - 388 First Avenue

Kamloops

BC V2C 6W3

Document Fees: \$25.48

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN KAS3745

Related Plan Number: **KAS3745**

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan KAS 3745 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an Annual or Special General Meeting held on August 27, 2015.

SEE ATTACHED.



Signature of Council Member



Signature of Council Member

*Strata Corporation KAS 3745
(Summit Pointe)*

ADDITIONAL BYLAWS

Amended August 27, 2015

STRATA CORPORATION KAS 3745
(Summit Pointe)

General Information

ADDITIONS TO BYLAWS

- Are those contained in the *Strata Property Act*, schedule of standard bylaws, and may be added to if a Strata Corporation needs special bylaws.
- The Owner's may, by 'Special Resolution', create bylaws that affect individual Strata lots, as well as, common property. A bylaw must be presented to owners as a Special Resolution at a general meeting and be passed by 75% of the owners who are eligible to vote and are present in person or by proxy. The bylaw must then be registered at the Land Titles Office with a Form I.

Strata Property Act Booklets can be purchased from:

Crown Publications Inc.
521 Fort Street
Victoria, BC V8W 1E7

**STRATA CORPORATION KAS 3745
ADDITIONS TO BYLAWS**

1. CORRESPONDENCE

- 1.1 All correspondence, Council Minutes, AGM and SGM packages and notices to be sent to all owners via email.

2. VIDEO SURVEILLANCE

- 2.1 The Strata Corporation may collect from time to time, certain personal information of owners, tenants and occupants including:
- (a) video images and voice recordings obtained during the use and operation of the video surveillance system installed in the building by the Strata Corporation in the following locations, with signage noting the operation and monitoring and operational 24 hours a day, 7 days a week:
 - (i) exterior entrance/exit locations for pedestrians and vehicle traffic
 - (ii) interior front entrance/exit locations in common areas
 - (iii) as needed in other interior/exterior common property or limited common property areas to address security, physical safety illegal actions, or bylaw infractions, more specific underground garage/parking area
 - (b) Information and data recorded and collected during the use and operation of the access control system (i.e. key fob) installed in the building that monitors access to and from the common areas of the building 24 hours a day, 7 days a week.
- 2.2 Personal information recorded and collected will not be disclosed to any person, other than the building manager, the Strata's corporation Strata agent, elected members of the Strata council during the course of exercising the powers and performing duties of the Strata corporation, the Strata corporation's legal counsel or law enforcement personnel, except:
- (a) when required or authorized by law to do so
 - (b) when disclosure is consented to in writing by an owner, tenant or occupant
 - (c) during the course of a criminal investigation involving vandalism to or theft of common property or common assets of the Strata corporation, vandalism to or theft of personal belongings of owners, tenants, occupants, visitors and invitees, or the physical assault of an owner, tenant, occupant, visitor or invitee.
- 2.3 The collection of personal information using the video surveillance system and access control system are for the following purposes only:
- (a) to monitor access to and from the common property areas of the building
 - (b) to protect personal property of owners, tenants, occupants, visitors and invitees
 - (c) to protect common property and common assets of the Strata corporation
 - (d) to protect the security and physical safety of owners, tenants, occupants, visitors and invitees to the building.
- 2.4 Personal information collected from the use and operation of the video surveillance system and access control system will be retained by way of electronic data storage for up to 14 days on the Strata Corporation's computer data storage system at which time the personal information recorded and collected will be recorded over.

3. USE OF PROPERTY

- 3.1 Any damage or vandalism caused by an owner or owner's children, tenants or occupants will be the responsibility of that owner and any costs incurred by the Strata Corporation will be assessed against that owner.
- 3.2 No satellite dish or dishes are allowed.
- 3.3 Each owner shall dispose of any garbage from the owner's strata lot only in the garbage receptacles provided by the Strata Corporation.
- 3.4 Any damage or damages to a strata lot or to the common property caused by the willful act of an owner, tenant, or occupant shall be the responsibility of the party causing the damage, or damages and the Strata Corporation shall be entitled to assess the owner, tenant, or occupant the amount of any insurance deductible paid by the Strata Corporation in connection with such insurance claim.
- 3.5 No owner, tenant, or occupant shall make any claim against the insurance provided by the Strata Corporation without first giving written notice to the Strata Corporation of the intention to make such claim.
- 3.6 No signs shall be posted on any strata lot or the common property save and except for small signs approved by the Strata Corporation for the purposes of the sale of strata lots, provided that this provision shall not apply to the Developer while the Developer has unsold strata lots.
- 3.7 No unlicensed or inoperable vehicles shall be parked or stored on common property.

4. PETS

- 4.1 Except as allowed by the written permission of the Strata Council, an owner, tenant or occupant shall not keep any pets on a strata lot other than the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds
 - (d) one dog or one cat.
- 4.2 Where these bylaws permit an owner, tenant, occupant or visitor to keep a dog or cat on a strata lot, the owner, tenant, occupant, or visitor, as the case may be, must not allow that dog or cat to enter another strata lot except with consent of the owner, or tenant of the other strata lot;
- 4.3 No dog or cat shall be permitted on the common property unless the dog or cat is on a leash or chain of no more than two (2) meters in length, and the dog or cat is under the effective control of an adult responsible for that dog or cat.
- 4.4 No owner, tenant, occupant or visitor shall allow a dog or cat to cause unreasonable noise by barking or meowing.
- 4.5 No owner shall allow a dog or cat to defecate on common property or a common asset or on a strata lot that the owner does not own, and must, if that dog or cat deposits feces on the common property, or on a common asset, or on any strata lot, immediately remove the feces deposited by the dog or cat.

5. RECREATIONAL VEHICLE PARKING

- 5.1 Recreational vehicles, motorized mobile homes, truck campers, camper trailers, water craft, motorized snow vehicles, trailers or equipment of any kind may not be stored, placed or parked on common property, including Strata parking stalls, except for cleaning or loading/unloading to maximum duration of 72 hours, subject to available space.
- 5.2 Recreational vehicles, motorized mobile homes, truck campers or camper trailers of visitors may be parked on designated visitor parking areas subject to Strata Council approval, to a maximum duration of seven (7) days and subject to available space.

6. INSURANCE

- 6.1 All owners, tenants, occupants or visitors must ensure that their vehicles are properly licensed and insured if they are driven, parked, or stored within the complex.
- (a) a minimum of storage insurance is required for all vehicles parked or stored within the complex a copy of the certificate of storage insurance must be forwarded to and kept on file with the management company and be posted on the vehicle in question
- (b) Unlicensed and/or uninsured vehicles parked or stored within the complex will be subject to towing at the owner's expense.

7. STRATA FEES

- 7.1 Strata fees are due on or before the first day of the month to which the Strata fees relate. A late fee of \$25.00 will apply to any and all Strata fees that are not paid on time. Late fees will be levied without notice. Strata Council may, at their discretion, fine a unit owner up to \$200.00 for unpaid Strata fees.

8. AGM/SGM

- 8.1 If within ten (10) minutes from the time appointed for an Annual General Meeting or a Special General Meeting a quorum is not present, the meeting stands adjourned to ten (10) minutes after the original time scheduled for the meeting on that same day, however, if at that time to which the meeting is adjourned a quorum is not present, the eligible voters present in person or by proxy, constitute a quorum.

9. FINES

- 9.1 First contravention of any bylaw will be a written warning.
- 9.2 Second contravention will result in a \$50.00 fine.
- 9.3 Third contravention will result in a \$100.00 fine.
- 9.4 Fourth contravention will result in a \$200.00 fine.

10. PARKING

- 10.1 Residents may not park in visitors parking. Visitors are defined as person who visits or resides in a unit not more than 30 days.
- 10.2 No vehicles may be parked in visitors parking in the complex for a period exceeding seven (7) days unless prior permission has been obtained from the Strata Council.

END OF BYLAWS

KAMLOOPS LAND TITLE OFFICE

Nov-01-2018 12:33:21.001

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STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 3 PAGES

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DEREK SMOLUK I9E516
Date: 2018.11.01
11:40:41 -07'00' |
|---------------------------|--|

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

Columbia Property Management Ltd.

Tel: 250-851-9310

100-388 First Ave

Kamloops

BC V2C 6W3

Document Fees: \$28.63

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR THE OWNERS, STRATA PLAN KAS3745

Related Plan Number: **KAS3745**


Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan KAS 3745 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an Annual or Special General Meeting held on August 23, 2018.

SEE ATTACHED.



Signature of Council Member



Signature of Council Member

Bylaw Changes and Additions Strata KAS 3745

Add Proposed Bylaw:

Resolution #1

BE IT THEREFORE RESOLVED by a $\frac{3}{4}$ Vote of The Owners, Strata Corporation KAS 3745, Summit Pointe, at the Annual General Meeting held on August 23, 2018 hereby authorize the following Bylaws be **added**, under Section 3, Use of Property:

- 3.8 Smoking/vaping of any variety is not allowed in the strata units, common stairways, common hallways, limited common property, which includes (patios & patio decks) and within three (3) metres of any entryway or window of the Strata Building

Resolution #2

BE IT THEREFORE RESOLVED by a $\frac{3}{4}$ Vote of The Owners, Strata Corporation KAS 3745, Summit Pointe, at the Annual General Meeting held on August 23, 2018 hereby authorize the following Bylaws be **added**, under Section 3, Use of Property:

- 3.9 No one shall use a strata lot to:
- a) grow marijuana;
 - b) grow any other type of plant used as a drug; or
 - c) produce any type of illegal drug.

KAMLOOPS LAND TITLE OFFICE

Aug-28-2019 09:47:06.001

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STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 7 PAGES

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| | |
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| DEREK
SMOLUK
I9E516 | Digitally signed by
DEREK SMOLUK I9E516
Date: 2019.08.27
15:28:42 -07'00' |
|---------------------------|--|

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

Columbia Property Management Ltd.

Tel: 250-851-9310

100-388 First Ave

Kamloops

BC V2C 6W3

Document Fees: \$29.66

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

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[PID]

[LEGAL DESCRIPTION]


NO PID NMBR THE OWNERS, STRATA PLAN KAS3745

Related Plan Number: **KAS3745**

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan KAS 3745 certify that the following or attached amendments to the bylaws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an Annual or Special General Meeting held on July 23, 2019.

SEE ATTACHED.



Signature of Council Member



Signature of Council Member

Bylaw Changes and Additions Strata KAS 3745

Resolution #1

BE IT THEREFORE RESOLVED by a ¾ Vote of The Owners, Strata Plan KAS 3745, Summit Pointe, at the Annual General Meeting held on July 23, 2019 hereby authorize the following Bylaw be **added**, under Section 11, Restrictions & Rental Limitations:

11. RESTRICTIONS & RENTAL LIMITATION

- (1) Pursuant to section 141 of the Act, and subject to any exemptions provided under the said Act, the number of residential strata lots within the Strata Corporation that may be rented by the owners at any one time shall be two (2).

Purpose of the Rental Limitation Bylaw

- (2) The Strata Corporation wishes to limit the number of strata lots that may be rented at any one time for the following reasons:
 - (a) to protect the preferred lifestyle of the community by encouraging owner-occupation of the residential strata lots;
 - (b) to exclude speculators from purchasing strata lots for the purpose of rental and/or resale; and,
 - (c) to define the procedure to be followed by the strata lot owner and the Council in administering the said rental limitation.

Procedure by Owner

- (3) An owner who wishes to rent his or her strata lot shall:
 - (a) apply in writing to the Strata Corporation for permission to rent in accordance with the prescribed limit and the application shall include the following:
 - (i) names, addresses and other information set out in Bylaw 5(2) hereto of all persons who intend to occupy the strata lot during the term of the lease; and,
 - (ii) any other information or documents shall be provided as may reasonably be requested by council;
 - (b) prior to renting a strata lot to a prospective tenant, comply with Section 146 of the *Act* by giving the prospective tenant:
 - (i) the current Bylaws and Rules (copies of the current bylaws and rules may be obtained from the Strata Council for a fee of \$.25 per page mandated by Regulation 4.2(1));
 - (ii) a Notice of Tenant's Responsibilities (Form K); and,
 - (iii) provide the Strata Corporation with the Form K signed by the tenant within two weeks of renting the strata lot.

Procedure by Council

- (4) The Strata Corporation receiving an application from an owner to rent shall:
 - (a) (i) respond in writing to the owner within 14 days from the date of receipt of the application stating its decision to approve or reject the application to rent; and,
(ii) deal with each application on a "first come-first serve" basis in the order received determined by a waiting list.
 - (b) An owner who has received permission to rent shall do so within 60 days from the date the council granted permission and during this said 60 day period, the strata lot shall be deemed to be leased for purposes of the limitation set out in subsection (1) hereto.
 - (c) If an owner fails to rent the strata lot within the 60 day period from the date permission was granted or to re-rent the strata lot within 60 days after a tenant moves out, the application to rent shall be deemed to be revoked and the council shall proceed to the next applicant on the waiting list.
 - (d) An owner who is denied permission to rent for whatever reason or who wishes to rent may place their name on a waiting list for future consideration which shall be addressed on a first come, first served basis in the order received.
- (5) Where further approval of the Strata Corporation is required to rent, the owner and the Strata Corporation must follow the same procedure and the same criteria as the original application to rent.
- (6) An owner must provide a Form K to the Strata Corporation for every new or replacement tenant pursuant to subsection (3)(b) hereto.
- (7) An owner who is denied permission to rent for whatever reason or who wishes to rent may place their names on a waiting list for future consideration which shall be addressed on a first come, first served basis in the order received.
- (8) For the purpose of determining whether there is an available rental under the rental limitation, any exemptions including rentals during the one year grace period, family rentals, hardship rentals and valid owner developer exemptions are not included in the rental count.
- (9) The waiting list shall be updated and published in the minutes of the council meetings.

Bylaw exemption to family or family members

- (10) This Bylaw does not apply to prevent the rental of a strata lot to a member of the owner's family. "Family" or "Family Member" means a spouse of the owner, a parent or child of the owner, or a parent or child of the spouse of the owner. "Spouse of the owner" includes an individual who has lived and cohabited with the owner for a period of at least 2 years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.

Hardship

- (11) Where the limit of rented units established in subsection (1) is reached, subject to any other statutory exceptions, no further rentals shall be permitted except on grounds that

the bylaws create a hardship on the owner pursuant to section 144 of the Act.

- (12) An owner may provide a written application to the Strata Corporation for permission to rent on grounds of hardship stating the following:
 - (a) the reason the owner thinks an exemption should be made; and,
 - (b) whether the owner wishes a hearing.
- (13) The application of the owner should include documentation in support of the reasons for exemption on grounds of hardship.
 - (a) If the owner wishes a hearing, the Strata Corporation must hear the owner or the owner's agent within 4 weeks after the date the application is given to the Strata Corporation.
 - (b) An exemption is allowed if the Strata Corporation does not give its decision in writing to the owner
 - (i) if a hearing is held, within one week after the hearing;
 - (ii) if no hearing is requested, within 2 weeks after the application is given to the Strata Corporation; or
 - (iii) the owner requests a hearing under subsection 144(2)(b) of the *Act* and the Strata Corporation does not hold a hearing within 4 weeks after the date the application is given to the Strata Corporation.
 - (c) The Strata Corporation must not unreasonably refuse to grant an exemption.

Application of Bylaw

- (14) A bylaw that prohibits rentals does not apply to a strata lot until the later of:
 - (a) one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant; and,
 - (b) one year after the bylaw is passed.

Rental Disclosure Statement exemption

- (15) Subject to the one-year grace period set out in 143(1) of the Act, if a strata lot has been designated as a rental strata lot on a Rental Disclosure Statement and all the requirements set out in s. 139 of the Act have been met, this rental limitation bylaw does not apply to a Designated Rental strata lot until the earlier of:
 - (a) the date the strata lot is conveyed by the first owner of the strata lot other than the owner developer; and,
 - (b) the date the rental period expires as disclosed in the Rental Disclosure Statement.

Remedy and Fines

- (16) Subject to compliance with section 135 of the Act, an owner who rents a strata lot in contravention of this bylaw may be subject to a fine in the discretion of the council in an amount not to exceed \$500.00 for each 7 day period that the strata lot is rented in contravention of these bylaws.

- (17) A zero tolerance or strict compliance policy with respect to the Rental Limitation Bylaw is required to ensure the desired lifestyle is achieved in the Strata Corporation and the Strata Corporation is directed to strictly enforce these bylaws against violating owners and tenants.
- (18) The Strata Corporation shall pursue a violation of the Rental Limitation Bylaw with all force of law, including, in addition to any other remedies available under law, an application to the Civil Resolution Tribunal to compel an owner or tenant to comply with the bylaws. Actual reasonable legal costs or full indemnity legal costs shall be payable to the Strata Corporation by a tenant or owner violating these bylaws.

12. Occupancy Prohibition

- (1) An owner or tenant shall not:
 - (a) use or permit his or her strata lot to be used for any purpose other than as a single family dwelling;
 - (b) use a strata lot for retail or home-based business purposes, excluding a home office that does not create additional traffic or client attendances which is permitted;
 - (c) use the strata lot for commercial, retail or non-residential purposes; and,
 - (d) permit a person to occupy all or part of a residential strata lot for remuneration as vacation, travel or temporary accommodation and for greater certainty, the following occupancies are prohibited: house sitting or pet-sitting with remuneration, hotel like occupancy, vacation rental, travel or temporary accommodation, AirBnB, bed and breakfast, house swap, time share, student home stay, roommates or any other similar type of occupancy arrangement.

Remedy and Fines

- (2) Subject to compliance with section 135 of the Act, an owner who rents a strata lot in contravention of this bylaw may be subject to a fine in the discretion of the council in an amount of up to:
 - (a) \$1,000.00 per day for breach of bylaw 11(1)(d).
- (3) A zero tolerance or strict compliance policy with respect to the Occupancy Prohibition Bylaw is required to ensure the desired lifestyle is achieved in the Strata Corporation and the Strata Corporation is directed to strictly enforce these bylaws against violating owners and tenants.
- (4) The Strata Corporation shall pursue a violation of the Occupancy Prohibition Bylaw with all force of law, including, in addition to any other remedies available under law, an application to the Civil Resolution Tribunal to compel an owner or tenant to comply with the bylaws. Actual reasonable legal costs or full indemnity legal costs shall be payable to the Strata Corporation by a tenant or owner violating these bylaws.

Resolution #2

BE IT THEREFORE RESOLVED by a ¾ Vote of The Owners, Strata Plan KAS 3745, Summit Pointe, at the Annual General Meeting held on July 23, 2019 hereby authorize the following Bylaw be **added**, under Section 3, Use of Property:

3.10 Elevator Key Deposit

- (a) Owners, tenants, occupants, and residents, prior to moving in or moving out, must contact the strata council or the Property Manager for information regarding elevator padding, elevator key and any other protection devices, a minimum of three (3) days prior to the moving date. A \$50.00 deposit (refundable upon return) will be charged at the time the elevator key is picked-up.

Mar-20-2020 11:13:56.001

CA8098744

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

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

| | |
|-------------------------------------|--------------------------------------|
| Samantha Diane
Kampman
AUZIL6 | Digitally signed by |
| | Samantha Diane Kampman |
| | AUZIL6 |
| | Date: 2020.03.20 11:03:43
-07'00' |

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

GILLESPIE & COMPANY LLP

Lawyers

200 - 121 St. Paul Street

Kamloops

BC V2C 3K8

Summit Drive/Summit Pointe

19 1084 001 - SPD/SDK*cms

Amend Bylaw 13

Document Fees: \$29.66

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

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

NO PID NMBR STRATA PLAN KAS3745

Related Plan Number: **KAS3745**

Strata Property Act

FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan KAS3745 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on February 27, 2020:

13. *For the purposes of section 99 of the Act and section 6.4 of the Strata Property Regulation (regarding the allocation of operating expenses in relation to limited common property and types of strata lots) the following are different types of strata lots:*


- a) ***(the "Geothermal Type")** - those strata lots benefitting from the ground source heat pump geexchange energy system (the "Geothermal System"); and*
- b) ***(the "Non-Geothermal Type")** - those strata lots which do not benefit from the Geothermal System,*

and the operating expenses (which are only those expenses that occur annually or more often than annually) relating to the Geothermal System will be the sole responsibility of the Geothermal Type (and for clarity, if there is a deficit or surplus in the budget in respect of the such expenses, then the Geothermal Type will pay or be credited the difference accordingly).

Date: March 6 2020.



Signature of Council Member Clara Foxcroft



Signature of Second Council Member Kevin Ellicott
(not required if council consists of only one member)

**STRATA CORPORATION KAS 3745
SUMMIT POINTE
INCOME STATEMENT FOR THE YEAR ENDING JUNE 30, 2018
AND THE 2019 APPROVED BUDGET**

| | 2019
Budget | 2018
Actual | 2018
Budget | 2017
Actual | 2016
Actual | 2015
Actual |
|-----------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| INCOME | | | | | | |
| Strata Fees | 122,924 | 113,854 | 113,853 | 106,281 | 106,281 | 106,281 |
| Bank Interest | 150 | 227 | 150 | 133 | 137 | 175 |
| Other Income (Filters) | 0 | 120 | 200 | -168 | 546 | 0 |
| Prior Year Surplus/Loss | 0 | 0 | 0 | 594 | 1,500 | 2,603 |
| Total Income | 123,074 | 114,200 | 114,203 | 106,840 | 108,463 | 109,059 |
| EXPENSES | | | | | | |
| HVAC Maintenance | 1,600 | 1,563 | 1,500 | 1,212 | 4,472 | 1,053 |
| Elevator Telephone | 180 | 421 | 600 | 610 | 561 | 697 |
| Elevator Inspections | 2,500 | 2,504 | 2,500 | 1,792 | 1,767 | 1,675 |
| Elevator Additional Repairs | 0 | 0 | 0 | 0 | 254 | 18 |
| Bank Charges | 390 | 390 | 390 | 449 | 591 | 582 |
| Fire Alarm Telephone | 1,300 | 1,272 | 1,350 | 1,479 | 1,301 | 1,554 |
| Fire Hydrant/Inspections | 105 | 105 | 130 | 105 | 126 | 252 |
| Enterphone | 385 | 1,025 | 750 | 746 | 571 | 698 |
| Fire Alarm/Inspections | 2,100 | 2,676 | 2,400 | 2,135 | 2,670 | 1,880 |
| Garbage | 750 | 727 | 700 | 765 | 665 | 565 |
| Insurance | 10,500 | 10,492 | 10,500 | 10,465 | 10,528 | 10,025 |
| Insurance Appraisal | 1,400 | 0 | 0 | 0 | 0 | 0 |
| Janitorial Contract/Supplies | 4,300 | 4,269 | 4,212 | 4,212 | 3,995 | 3,845 |
| Carpet Cleaning | 700 | 0 | 700 | 0 | 0 | 0 |
| Window Cleaning | 2,000 | 0 | 2,000 | 0 | 1,783 | 1,272 |
| Landscape Contract | 6,000 | 4,301 | 6,200 | 6,139 | 4,448 | 5,845 |
| Landscape Maintenance | 500 | 361 | 500 | 1,150 | 415 | (661) |
| Landscape - Sprinkler/Irrigation | 150 | 160 | 500 | 265 | 1,181 | 391 |
| Statutory Audit | 263 | 0 | 0 | 0 | 0 | 0 |
| Legal & Consulting/Membership | 127 | 127 | 150 | 0 | 77 | 120 |
| Management Fees | 5,040 | 5,040 | 5,040 | 5,040 | 4,725 | 4,410 |
| Office Expenses | 240 | 206 | 200 | 200 | 0 | 8 |
| Parking Lot Maintenance | 500 | 945 | 200 | 450 | 620 | 539 |
| Recoverable Expenses - Filters | 0 | 0 | 0 | -168 | 226 | 0 |
| R & M - Garage Door | 500 | 0 | 500 | 1,660 | 0 | 160 |
| R & M - Gym Equipment | 0 | 0 | 100 | 0 | 0 | 0 |
| R & M - Electrical | 200 | 205 | 450 | 1,017 | 3,057 | 1,058 |
| R & M - Glass, Frames | 0 | 0 | 0 | 0 | 520 | 257 |
| R & M - Fencing, Railings, Stairs | 500 | 0 | 0 | 0 | 0 | 75 |
| R & M - Walls, Doors, Siding | 200 | 0 | 200 | 0 | 88 | 97 |
| R & M - Locks & Keys | 70 | 79 | 0 | 498 | 304 | 508 |
| R & M - Plumbing & Sewer | 500 | 272 | 500 | 168 | 841 | 0 |
| R & M - Heating & A/C | 400 | 725 | 400 | 317 | (13) | 41 |
| R & M - Painting | 200 | 0 | 100 | 73 | 541 | 62 |
| R & M - Sidewalks | 100 | 0 | 0 | 0 | 119 | 0 |
| R & M - Miscellaneous | 0 | 0 | 0 | 0 | 140 | 0 |
| R & M - Gutters & Downpipes | 100 | 89 | 440 | 326 | 83 | 0 |
| Security Service | 900 | 1,564 | 900 | 887 | 927 | 1,588 |
| Signs | 0 | 0 | 0 | 237 | 0 | 0 |
| Snow Removal | 4,000 | 4,410 | 3,110 | 3,604 | 1,626 | 0 |
| Stationery & Postage | 400 | 430 | 240 | 212 | 383 | 303 |
| Utilities - Cable | 490 | 474 | 660 | 624 | 658 | 651 |
| Utilities - Gas | 6,300 | 6,201 | 6,300 | 6,272 | 5,529 | 6,434 |
| Geo Thermal | 28,557 | 28,557 | 28,000 | 27,942 | 27,287 | 26,752 |
| Utilities - Hydro | 10,000 | 7,438 | 9,793 | 9,782 | 10,122 | 8,989 |
| Utilities - Water & Sewer | 10,750 | 10,677 | 9,578 | 9,212 | 8,685 | 7,132 |
| Total Expenses | 105,197 | 97,707 | 97,193 | 96,264 | 94,816 | 85,432 |
| Contingency Fund Allocation | 17,877 | 12,410 | 12,410 | 4,000 | 6,000 | 8,000 |
| Net Income (Loss) | 0 | 4,083 | 4,600 | 6,576 | 7,648 | 15,627 |

**STRATA KAS 3745
SUMMIT POINTE
APPROVED FEE INCREASE OCTOBER 1, 2018**

| Strata Lot # | Unit # | Unit | Current | Strata Fees | Strata Fees | Approved 7.5% increase | Operating | CRF |
|--------------|--------|-------------|-------------|--------------|----------------|------------------------|------------|------------|
| | | Entitlement | Strata Fees | July to Sept | Oct to June 19 | Fee Increase | Portion | Portion |
| 1 | 1101 | 1195 | \$423.43 | \$1,270.29 | \$4,096.68 | \$455.19 | \$404.25 | \$50.94 |
| 2 | 1102 | 1115 | \$395.08 | \$1,185.25 | \$3,822.42 | \$424.71 | \$377.19 | \$47.53 |
| 3 | 1103 | 1115 | \$395.08 | \$1,185.25 | \$3,822.42 | \$424.71 | \$377.19 | \$47.53 |
| 4 | 1104 | 1195 | \$423.43 | \$1,270.29 | \$4,096.68 | \$455.19 | \$404.25 | \$50.94 |
| 5 | 1105 | 1135 | \$402.17 | \$1,206.51 | \$3,890.99 | \$432.33 | \$383.95 | \$48.38 |
| 6 | 1201 | 1250 | \$442.92 | \$1,328.75 | \$4,285.23 | \$476.14 | \$422.85 | \$53.28 |
| 7 | 1202 | 1160 | \$411.03 | \$1,233.08 | \$3,976.69 | \$441.85 | \$392.41 | \$49.45 |
| 8 | 1203 | 1160 | \$411.03 | \$1,233.08 | \$3,976.69 | \$441.85 | \$392.41 | \$49.45 |
| 9 | 1204 | 1250 | \$442.92 | \$1,328.75 | \$4,285.23 | \$476.14 | \$422.85 | \$53.28 |
| 10 | 1205 | 1180 | \$418.11 | \$1,254.34 | \$4,045.25 | \$449.47 | \$399.17 | \$50.30 |
| 11 | 1206 | 1155 | \$409.26 | \$1,227.77 | \$3,959.55 | \$439.95 | \$390.72 | \$49.23 |
| 12 | 1301 | 1275 | \$451.78 | \$1,355.33 | \$4,370.93 | \$485.66 | \$431.31 | \$54.35 |
| 13 | 1302 | 1160 | \$411.03 | \$1,233.08 | \$3,976.69 | \$441.85 | \$392.41 | \$49.45 |
| 14 | 1303 | 1160 | \$411.03 | \$1,233.08 | \$3,976.69 | \$441.85 | \$392.41 | \$49.45 |
| 15 | 1304 | 1275 | \$451.78 | \$1,355.33 | \$4,370.93 | \$485.66 | \$431.31 | \$54.35 |
| 16 | 1305 | 1205 | \$426.97 | \$1,280.92 | \$4,130.96 | \$459.00 | \$407.63 | \$51.36 |
| 17 | 1306 | 1155 | \$409.26 | \$1,227.77 | \$3,959.55 | \$439.95 | \$390.72 | \$49.23 |
| 18 | 1401 | 1275 | \$451.78 | \$1,355.33 | \$4,370.93 | \$485.66 | \$431.31 | \$54.35 |
| 19 | 1402 | 1160 | \$411.03 | \$1,233.08 | \$3,976.69 | \$441.85 | \$392.41 | \$49.45 |
| 20 | 1403 | 1160 | \$411.03 | \$1,233.08 | \$3,976.69 | \$441.85 | \$392.41 | \$49.45 |
| 21 | 1404 | 1275 | \$451.78 | \$1,355.33 | \$4,370.93 | \$485.66 | \$431.31 | \$54.35 |
| 22 | 1405 | 1205 | \$426.97 | \$1,280.92 | \$4,130.96 | \$459.00 | \$407.63 | \$51.36 |
| 23 | 1406 | 1155 | \$409.26 | \$1,227.77 | \$3,959.55 | \$439.95 | \$390.72 | \$49.23 |
| | | 27370 | \$9,698.12 | \$29,094.36 | \$93,829.31 | \$10,425.48 | \$9,258.81 | \$1,166.67 |

\$122,923.67

EXHIBIT "H-1"

****FOR PHASES 2 & 3 ONLY****

**Summit Pointe - KAS3745
Strata Plan KAS3745 - Summit Pointe
Interim Budget**

| | Current
Budget
23 Units | Proposed
20 units | Phase 1 and 2
43 units | Proposed
31 Units | Phase1, 2 and 3
Total |
|------------------------------------|--|------------------------------|-----------------------------------|------------------------------|----------------------------------|
| STRATA FEE INCOME | | | | | |
| Strata Fees | 125,106.00 | 80,037.00 | 205,143.00 | 79,162.00 | 284,305.00 |
| TOTAL STRATA FEE INCOME | 125,106.00 | 80,037.00 | 205,143.00 | 79,162.00 | 284,305.00 |
| OTHER INCOME | | | | | |
| Bank Interest - Operating | 300.00 | | 300.00 | | 300.00 |
| TOTAL OTHER INCOME | 300.00 | - | 300.00 | - | 300.00 |
| TOTAL INCOME | 125,406.00 | 80,037.00 | 205,443.00 | 79,162.00 | 284,605.00 |
| EXPENSES: | | | | | |
| HVAC Maintanace | 900.00 | 1,500.00 | 2,400.00 | 1,500.00 | 3,900.00 |
| Elevator Telephone | 400.00 | 400.00 | 800.00 | 400.00 | 1,200.00 |
| Elevator Inspections | 2,000.00 | 3,500.00 | 5,500.00 | 3,500.00 | 9,000.00 |
| Bank Charges | 390.00 | 50.00 | 440.00 | 50.00 | 490.00 |
| Pest Control | 190.00 | - | 190.00 | - | 190.00 |
| Fire Alarm Telephone/internet | 1,300.00 | 1,300.00 | 2,600.00 | 1,300.00 | 3,900.00 |
| Fire Hydrants | 105.00 | 105.00 | 210.00 | - | 210.00 |
| Enterphone | 385.00 | 400.00 | 785.00 | 400.00 | 1,185.00 |
| Fire Alarm/Inspections | 2,100.00 | 2,100.00 | 4,200.00 | 2,100.00 | 6,300.00 |
| Garbage | 750.00 | 300.00 | 1,050.00 | 300.00 | 1,350.00 |
| Insurance | 11,000.00 | 23,600.00 | 34,600.00 | 16,000.00 | 50,600.00 |
| Janitorial Contract/Supplies | 4,500.00 | 4,500.00 | 9,000.00 | 4,500.00 | 13,500.00 |
| Dryer Vent Cleaning | 1,500.00 | 1,500.00 | 3,000.00 | 1,500.00 | 4,500.00 |
| Carpet Cleaning | 700.00 | 700.00 | 1,400.00 | 700.00 | 2,100.00 |
| Window Cleaning | 2,000.00 | 1,500.00 | 3,500.00 | 1,500.00 | 5,000.00 |
| Landscape Contract | 6,000.00 | 3,000.00 | 9,000.00 | 3,000.00 | 12,000.00 |
| Landscape Maintenance/Improvements | 500.00 | - | 500.00 | - | 500.00 |
| Landscape - Sprinkler/Irrigation | 150.00 | 150.00 | 300.00 | 200.00 | 500.00 |
| Statutory Audit | 263.00 | | 263.00 | - | 263.00 |
| Legal & Consulting/Membership | 5,127.00 | | 5,127.00 | - | 5,127.00 |
| Management Fees | 5,796.00 | 5,040.00 | 10,836.00 | 7,812.00 | 18,648.00 |
| Membership Dues | 130.00 | | 130.00 | | 130.00 |
| Office Expenses | 200.00 | 100.00 | 300.00 | 150.00 | 450.00 |
| Parking Lot Maintenance | 500.00 | 250.00 | 750.00 | 250.00 | 1,000.00 |
| R & M - Miscellaneous | 2,614.00 | 500.00 | 3,114.00 | 500.00 | 3,614.00 |
| Security Service | 1,080.00 | 1,080.00 | 2,160.00 | 1,080.00 | 3,240.00 |
| Signs | 50.00 | - | 50.00 | - | 50.00 |
| Snow Removal | 3,000.00 | 1,000.00 | 4,000.00 | 1,000.00 | 5,000.00 |
| Stationery & Postage | 400.00 | 100.00 | 500.00 | 100.00 | 600.00 |
| Utilities - Cable | 550.00 | 550.00 | 1,100.00 | 550.00 | 1,650.00 |
| Utilities - Gas | 7,500.00 | 7,000.00 | 14,500.00 | 8,000.00 | 22,500.00 |
| Geo Thermal Repair and Maintenance | 29,185.00 | - | 29,185.00 | - | 29,185.00 |
| Utilities - Hydro | 10,000.00 | 9,000.00 | 19,000.00 | 13,000.00 | 32,000.00 |
| Utilities - Water & Sewer | 10,000.00 | 7,000.00 | 17,000.00 | 6,000.00 | 23,000.00 |
| TOTAL EXPENSES | 111,265.00 | 76,225.00 | 187,490.00 | 75,392.00 | 262,882.00 |
| Contingency Fund | 17,877.00 | 3,812.00 | 21,689.00 | 3,770.00 | 25,459.00 |
| NET INCOME (LOSS) | - 3,736.00 | - | 3,736.00 | - | 3,736.00 |

Summit Pointe - KAS3745
Interim Budget - Phase 2

****FOR PHASE 2 ONLY****

| SL | Unit # | Unit Entitlement | Proposed Fees | Operating Portion | CRF Portion |
|---------------|--------|------------------|---------------|-------------------|-------------|
| 24 | 2101 | 107 | 326.74 | 311.18 | 15.56 |
| 25 | 2102 | 104 | 317.24 | 302.13 | 15.11 |
| 26 | 2103 | 107 | 326.74 | 311.18 | 15.56 |
| 27 | 2104 | 109 | 335.00 | 319.04 | 15.96 |
| 28 | 2105 | 109 | 333.17 | 317.30 | 15.87 |
| 29 | 2201 | 107 | 326.74 | 311.18 | 15.56 |
| 30 | 2202 | 108 | 330.41 | 314.67 | 15.74 |
| 31 | 2203 | 110 | 336.84 | 320.80 | 16.04 |
| 32 | 2204 | 109 | 335.00 | 319.04 | 15.96 |
| 33 | 2205 | 109 | 332.86 | 317.01 | 15.85 |
| 34 | 2301 | 111 | 339.60 | 323.43 | 16.17 |
| 35 | 2302 | 110 | 337.15 | 321.09 | 16.06 |
| 36 | 2303 | 111 | 339.90 | 323.71 | 16.19 |
| 37 | 2304 | 109 | 335.00 | 319.04 | 15.96 |
| 38 | 2305 | 109 | 332.86 | 317.01 | 15.85 |
| 39 | 2401 | 111 | 339.60 | 323.43 | 16.17 |
| 40 | 2402 | 110 | 337.15 | 321.09 | 16.06 |
| 41 | 2403 | 111 | 339.90 | 323.71 | 16.19 |
| 42 | 2404 | 109 | 335.00 | 319.04 | 15.96 |
| 43 | 2405 | 109 | 332.86 | 317.01 | 15.85 |
| Monthly Total | Totals | 2178.1 | 6,669.75 | 6,352.08 | 317.67 |
| Annual Total | | | 80,037.00 | 76,225.00 | 3,812.00 |

Summit Pointe - KAS3745
Interim Budget - Phase 3

****FOR PHASE 3 ONLY****

| SL | Unit # | Unit Entitlement | Proposed Fees | Operating Portion | CRF Portion |
|---------------|--------|------------------|---------------|-------------------|-------------|
| 44 | 3101 | 108 | 229.75 | 218.81 | 10.94 |
| 45 | 3102 | 103 | 219.11 | 208.67 | 10.44 |
| 46 | 3103 | 103 | 219.11 | 208.67 | 10.44 |
| 47 | 3104 | 107 | 227.62 | 216.78 | 10.84 |
| 48 | 3105 | 89 | 189.33 | 180.31 | 9.02 |
| 49 | 3106 | 92 | 195.71 | 186.39 | 9.32 |
| 50 | 3107 | 88 | 187.20 | 178.28 | 8.92 |
| 51 | 3201 | 113 | 240.39 | 228.94 | 11.45 |
| 52 | 3202 | 108 | 229.75 | 218.81 | 10.94 |
| 53 | 3203 | 108 | 229.75 | 218.81 | 10.94 |
| 54 | 3204 | 111 | 236.13 | 224.88 | 11.25 |
| 55 | 3205 | 89 | 189.33 | 180.31 | 9.02 |
| 56 | 3206 | 92 | 195.71 | 186.39 | 9.32 |
| 57 | 3207 | 92 | 195.71 | 186.39 | 9.32 |
| 58 | 3208 | 88 | 187.20 | 178.28 | 8.92 |
| 59 | 3301 | 115 | 244.64 | 232.99 | 11.65 |
| 60 | 3302 | 108 | 229.75 | 218.81 | 10.94 |
| 61 | 3303 | 108 | 229.75 | 218.81 | 10.94 |
| 62 | 3304 | 113 | 240.39 | 228.94 | 11.45 |
| 63 | 3305 | 89 | 189.33 | 180.31 | 9.02 |
| 64 | 3306 | 92 | 195.71 | 186.39 | 9.32 |
| 65 | 3307 | 92 | 195.71 | 186.39 | 9.32 |
| 66 | 3308 | 88 | 187.20 | 178.28 | 8.92 |
| 67 | 3401 | 115 | 244.64 | 232.99 | 11.65 |
| 68 | 3402 | 108 | 229.75 | 218.81 | 10.94 |
| 69 | 3403 | 108 | 229.75 | 218.81 | 10.94 |
| 70 | 3404 | 113 | 240.39 | 228.94 | 11.45 |
| 71 | 3405 | 89 | 189.33 | 180.31 | 9.02 |
| 72 | 3406 | 92 | 195.71 | 186.39 | 9.32 |
| 73 | 3407 | 92 | 195.71 | 186.39 | 9.32 |
| 74 | 3408 | 88 | 187.20 | 178.28 | 8.92 |
| Monthly Total | | 3101 | 6,596.83 | 6,282.67 | 314.17 |
| Annual Totals | | | 79,162.00 | 75,392.00 | 3,770.00 |

AGENCY AGREEMENT

THIS AGREEMENT dated for reference as of the ___ day of _____, 2019.

BETWEEN:

THE OWNERS, STRATA PLAN _____,
a Strata Corporation constituted under the laws of British
Columbia and having its address at _____

(hereinafter called the “**Strata Corporation**”)

OF THE FIRST PART

AND:

COLUMBIA PROPERTY MANAGEMENT LTD, a
company incorporated under the laws of the Province of
British Columbia with offices at #100 - 388 First Avenue,
Kamloops, BC V2C 6W3

(hereinafter called the “**Agent**”)

OF THE SECOND PART

WHEREAS:

- A. The Strata Corporation is responsible for the control, management, maintenance and administration of the common property and common assets of the Strata Corporation and all personnel, operations, business and all things and activities comprising or associated with or carried on in the Strata Plan.
- B. The Agent has agreed to provide certain services to the Strata Corporation.
- C. The Strata Corporation has agreed to contract with the Agent for the purposes of providing services described herein.

INITIALS

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| | |
| AGENT | STRATA |

WITNESS THEREFORE that in consideration of the sum of Ten (\$10.00) Dollars now paid by each party to the other (the receipt and sufficiency whereof is by each hereby acknowledged) and in consideration of the mutual promises contained herein, the parties agree, one with the other, as follows:

Definitions

1. In this Agreement, the following terms shall have the following meanings:
 - 1.1 “**Act**” means the *Strata Property Act* and amendments thereto and any regulations adopted pursuant to the Act;
 - 1.2 “**Agent**” means the strata property agency brokerage described on page 1 hereof;
 - 1.3 “**Agent’s Fees**” means the fees payable to the Agent pursuant to Clause 5.2 of this Agreement;
 - 1.4 “**Agreement**” means this agreement, including Schedule A, Schedule B and any other schedules attached hereto, and any amendments thereto;
 - 1.5 “**Bylaws**” means the bylaws adopted by the Strata Corporation and in effect from time to time;
 - 1.6 “**Laws**” means all applicable restrictive covenants, zoning ordinances and building codes, health, environmental and safety laws and regulations, and other federal, provincial and other laws, statutes, ordinances, rules, regulations, orders and court decisions;
 - 1.7 “**Meetings**” means all meetings of the Strata Corporation and Strata Council, including the annual general meeting, special general meeting, committee meetings, arbitrations and mediation hearings, court hearings, or other meetings requiring the Agent’s attendance pursuant to this Agreement;
 - 1.8 “**Owners**” means the owners of strata lots included in the Strata Plan;
 - 1.9 “**RESA**” means the *Real Estate Services Act* and amendments thereto and any regulations or rules adopted pursuant to the *Real Estate Services Act*;
 - 1.10 “**Rules**” means the rules made pursuant to sec. 125 of the Act from time to time;
 - 1.11 “**Section**” means a section of the Strata Corporation created pursuant to Part 11 of the Act;
 - 1.12 “**Strata Corporation**” means the strata corporation described on page 1 hereof;
 - 1.13 “**Strata Council**” means the strata council of the Strata Corporation;

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| INITIALS | |
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| AGENT | STRATA |

- 1.14 “**Strata Plan**” means the strata plan filed in the Land Title Office that created the Strata Corporation; and
- 1.15 “**Tax**” means the Harmonized Sales Tax and/or the Goods and Services Tax as may be applicable under the *Excise Tax Act*, Provincial Sales Tax as may be applicable under the *Provincial Sales Tax Act* and any other applicable tax in replacement or substitution therefor that is applicable to the services provided under this Agreement.

Exclusive Appointment

- 2. Commencing on the Commencement Date set out in item 1 of Schedule A attached hereto, the Strata Corporation hereby appoints the Agent as its sole and exclusive Agent to provide strata agency services to the Strata Corporation upon the terms and conditions herein contained, and the Agent agrees to serve the Strata Corporation in that capacity in a faithful, diligent and honest manner, subject to the direction of the Strata Council and the terms of this Agreement.

Agent’s Agreement

- 3. The Agent hereby covenants and agrees with the Strata Corporation as follows:

General

- 3.1 Agent Services - To furnish the services of the Agent as agent for the Strata Corporation in assisting the Strata Council in managing the affairs of the Strata Corporation;
- 3.2 Administration - To assist in the administration of the common property and common assets of the Strata Corporation under the direction of the Strata Council;
- 3.3 Strata Corporation’s Performance - To assist the Strata Council with the performance of all obligations required to be performed by the Strata Corporation pursuant to agreements entered into between the Strata Corporation and any other person, firm or corporation in respect of the affairs of the Strata Corporation;
- 3.4 Staffing - To provide sufficient staff at the Agent’s expense in order to provide the Agent’s services hereunder. The Agent may designate a representative of the Agent to be the principal contact person between the Agent and the Strata Corporation;

Financial

- 3.5 Strata Fees - To receive and record in a timely fashion all strata fees, special levies, user fees, contributions to the contingency reserve fund, and other revenues and amounts due to the Strata Corporation;
- 3.6 Unpaid Strata Fees - To demand and attempt to recover from the Owners, all strata fees, contingency reserve fees, special levies or user fees and any and all other monies from

INITIALS

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AGENT STRATA

time to time payable by such Owners to the Strata Corporation in any lawful manner howsoever and to make and agree to all just and reasonable abatements, payments and allowances in respect thereof;

- 3.7 Non-Payment of Strata Fees - To take legal action at the expense of the Strata Corporation for and in the name of the Strata Corporation, to effect the collection of unpaid monthly strata fees, special levies, user fees, contributions to the contingency reserve fund and any other monies due to the Strata Corporation and to sign, file and deliver certificates of liens, receipts, certificates, or acknowledgements, all at the direction of the Strata Council;
- 3.8 Annual Budget - To assist the Strata Council in budgeting the Strata Corporation revenue and expenditures and in determining the appropriate amount of contribution to be paid by each Owner towards operating expenses and the contingency reserve fund as required by the Act and in this regard to furnish annually, an estimate of revenues and expenses;
- 3.9 Accounting Statement - To provide the Strata Council with a monthly accounting statement of receipts, disbursements, expenses and charges;
- 3.10 Bank Statement - To provide the Strata Council with a copy of each monthly bank statement for each trust account and a reconciliation of same within 6 weeks after the end of the month to which the statement relates;
- 3.11 Expenditures - To sign cheques and to otherwise pay from the Strata Corporation's funds in a timely fashion, all charges, expenses and outgoings whatsoever payable by, or chargeable to the Strata Corporation provided funds are available to make such payments and the Strata Council's authorization is provided where required;
- 3.12 Payroll Accounts - To provide payroll accounting for Strata Corporation employees, if necessary, either directly or through a third party service provider and to charge a fee for such services in the amount set forth in item 2 of Schedule A;
- 3.13 Strata Corporation's Monies - To deposit all receipts of the Strata Corporation into the appropriate trust account or accounts in accordance with the provisions of RESA, such trust accounts to be separate from the Agent's corporate accounts and deposited with an institution qualified to engage in the credit union, banking or trust business, and to withdraw funds from or transfer funds between such accounts as may be appropriate. The Agent may transfer such monies between accounts and pooled trust accounts as permitted by RESA and may invest the Strata Corporation's funds as appropriate and as permitted under RESA and sec. 95 of the Act;

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| INITIALS | |
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| AGENT | STRATA |

Trust Accounts

- 3.14 Maintenance of Trust Accounts - To maintain at least one separate trust account in the name of the Strata Corporation, as further specified in item 3 of Schedule A attached hereto;
- 3.15 Contingency Reserve/Special Levy Trust Accounts - If the Agent is to hold contingency reserve money or special levy money as specified in item 3 of Schedule A, to maintain separate trust accounts for the contingency reserve money and the special levy money;
- 3.16 Statutory Review of Books - To keep full and detailed books and to make the books available for the annual review of books maintained by the Agent as required by the Real Estate Council of BC pursuant to RESA and to charge the fee specified in item 1 of Schedule B, whether or not the Strata Corporation's books are in fact reviewed in whole or in part, pursuant to the statutory review;
- 3.17 Strata Corporation's Audit - To keep full and detailed books and if directed by the Strata Corporation, to arrange for an outside accountant to conduct an audit of the Strata Corporation's books, at the Strata Corporation's cost;
- 3.18 Signing Authority - To ensure that the signing authority of the Agent for the operating fund trust account and/or pooled trust accounts includes at least one managing broker of the Agent. If contingency reserve and/or special levy trust accounts are maintained, two signing authorities shall be required for any transfer of funds, which signing authority may be any two of the following: a managing broker, a licensee, director, officer or accountant of the Agent;

Meetings

- 3.19 Meetings - To arrange for a representative of the Agent to attend at a mutually agreed time and date, up to the number of Meetings per year set forth in item 4 of Schedule A attached hereto. It being understood however, that the Agent's attendance over and above the number of Meetings specified in item 4 of Schedule A, or attending at any Meeting of a duration longer than the number of hours specified in item 5 of Schedule A, shall be mutually agreed upon by the parties and the Agent shall be entitled to charge the additional fees shown in Clauses 5.2(b) or 5.2(c) as applicable;

Strata Council

- 3.20 Strata Council - To consult with and confer fully and freely with the Strata Council (in person at Meetings, or by telephone or email) on behalf of the Strata Corporation in the performance of any of the Strata Council's duties and to act upon the resolutions of the Strata Council in so far as such resolutions do not conflict with the Act, RESA, any Laws, the Bylaws, the Rules or a direction given by the Strata Corporation;. The receipt by the Agent of written authorization of the Strata Council is sufficient authority for the Agent to so act;

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| INITIALS | |
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| AGENT | STRATA |

- 3.21 Assistance to Strata Council - To advise the Strata Council on the Act, and to advise the Strata Council of generally accepted practises throughout the strata agency industry. Such interpretation of the Act to be used by the Strata Council as a guide and shall not be regarded as legal advice;

Records

- 3.22 Records - To keep full and detailed records of the transactions of the Strata Corporation and to retain the records required to be maintained by sec. 35 of the Act, including the owner registry (save and except any of the prescribed documents not provided to the Agent by the Strata Corporation and any other documents listed in Schedule B), if applicable, for such time as required by RESA or the Act, and to make available for inspection at the request of the Strata Corporation, all of the Strata Corporation's documents, accounts and records which the Agent may have and to charge an hourly fee in the amount specified in item 6 of Schedule A for the supervision of the inspection of such records. Any such material shall be made available to any Owner, after first receiving reasonable notice from the Owner in accordance with the Act, of their intention to inspect the records at the office of the Agent. Subject to compliance with the Act, electronic records may be retained outside British Columbia or Canada, in which case they may be subject to the laws of the jurisdiction in which such records are located.
- 3.23 Use and Disclosure of Strata Corporation Information and Personal Information of Owners - To collect, use and disclose information respecting the Strata Corporation, including personal information respecting any Owner for any and all purposes related to the management, maintenance and administration of the Strata Corporation and for such other purposes as are appropriate in connection with the performance of the duties of the Agent respecting the affairs of the Strata Corporation, including the provision of documentation and information as required by the Act to facilitate the sale of any strata lot which shall include its distribution to the Owner's real estate licensees, potential purchasers, purchasers and their conveyancers, governmental authorities, Owners' mortgagees or other authorized requestors in accordance with the Act;
- 3.24 Owner/Tenant's Registry - To maintain a registry of all Owners and tenanted strata lots;
- 3.25 Minutes - At the request of the Strata Council, to prepare minutes for Meetings at which the Agent is in attendance, and provide the minutes of Strata Council meetings and annual and special general meetings of the Strata Corporation pursuant to the terms and conditions of this Agreement and as prescribed by the Act;
- 3.26 Correspondence and Forms - To receive and respond to all correspondence as directed by the Strata Council and to sign, file and deliver statutory forms including certificates, receipts, or acknowledgements, all at the direction of the Strata Council;

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Bylaws and Rules

- 3.27 Bylaws and Rules - To familiarize itself with RESA, the Act and the Strata Corporation's Bylaws and Rules;
- 3.28 Bylaw and Rules Enforcement - To assist with the enforcement of the Bylaws and Rules and, if so directed by the Strata Council, take appropriate action including legal action to enforce or stop any breach or infraction of the Bylaws and Rules, at the expense of the Strata Corporation;
- 3.29 Fines - To provide notice of fines upon the levying of fines by the Strata Council and provide follow up correspondence and initiate legal action as is necessary, at the direction and expense of the Strata Corporation;
- 3.30 Liens - To complete, sign, file and remove liens against delinquent Owners in accordance with the Act and to provide follow up correspondence and initiate legal action as necessary, all at the direction and expense of the Strata Corporation. The Agent may charge a fee for the administration involved or the collection of receivables as specified in item 2 of Schedule B and charge back such fee to the Owner;

Insurance

- 3.31 Property Insurance - Upon the direction of the Strata Council, to secure annual updates to the insurance appraisal for the Strata Plan and to renew insurance policies as they expire pursuant to the Act. All insurance appraisal costs and premium costs shall be expenses of the Strata Corporation;
- 3.32 E&O Insurance - Upon the direction of the Strata Council, to assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Strata Council Errors & Omissions Insurance;
- 3.33 Liability Insurance - To assist the Strata Corporation to place and maintain, at the expense of the Strata Corporation, Comprehensive General Liability Insurance having a minimum coverage in the amount of \$2,000,000.00 or such greater amount as may be directed by the Strata Council. Such insurance policy shall list the Agent as additional insured and shall be applicable to any indemnification of the Agent by the Strata Corporation as required under this Agreement;
- 3.34 Insurance Coverage - To assist the Strata Corporation to place and maintain adequate property, liability, equipment breakdown and other insurance required from time to time and have a qualified insurance agent review the insurance coverage of the Strata Corporation at least every year. The Agent shall at the direction and cost of the Strata Corporation arrange for an insurance appraisal. The Agent shall not be liable for any negligence of any such insurance agent or the insurance appraiser;

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- 3.35 Availability of Insurance - When assisting the Strata Corporation in obtaining the insurance described in Clauses 3.31 to 3.34, the Agent shall attempt to obtain such insurance on commercially reasonable terms. The Agent shall have no liability to the Strata Corporation or the Owners if such insurance is not available at all or if it is not available on commercially reasonable terms and the Strata Council elects not to maintain any or all such insurance;
- 3.36 Agent's Insurance - The Agent shall maintain such insurance as is required by RESA;

Maintenance and Services

- 3.37 Contractors and Employees - To co-ordinate the work of contractors, suppliers or employees and whenever directed by the Strata Council or the Agent deems it advisable or necessary, the Agent shall hire or discharge contractors, suppliers or employees, and it is agreed and understood that all such employees and independent contractors shall be deemed to be employees and independent contractors of the Strata Corporation and not of the Agent, and paid by the Strata Corporation and not the Agent and that the Agent shall not be responsible for the acts, defaults or negligence of such employees or independent contractors if reasonable care has been exercised in their recommendation, appointment and retention;
- 3.38 Contracts - To make and sign contracts in the name of the Strata Corporation to the extent the Agent's policies permit it to sign such contracts, in respect to the common property and common assets, for electricity, gas, fuel, water, telephone, janitorial services, window cleaning, landscaping, garbage disposal, vermin extermination and other services or such of them as the Strata Council shall deem advisable, and to monitor and negotiate renewal or replacement of such contracts;
- 3.39 Supplies - Subject to the limits expressed by the Strata Council, to place orders for and purchase, in the name of the Strata Corporation, all such equipment, tools, appliances, materials and supplies as is necessary to equip properly and maintain the common property and common assets of the Strata Corporation;
- 3.40 Emergency Services - To use commercially reasonable efforts to maintain a 24-hour emergency contact service such that the Strata Council or Owners can contact the Agent with respect to matters affecting life or property damage, however the Strata Corporation acknowledges that such services may not be available in the event of a major regional emergency. Maintaining the 24-hour service is free however all extra costs for usage is charged;
- 3.41 Limitation on Expenditures - The Agent agrees to obtain the approval of the Strata Council of the Strata Corporation to all expenditures in accordance with the Act and the Bylaws, other than: (a) expenses contained in the approved annual budget; (b) recurring operating charges; or (c) emergency repairs in excess of the maximum amount established by the Bylaws, if such expenditures are necessary in the opinion of the Agent to protect the common property and common assets of the Strata Corporation from damage or to

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maintain common services to occupants of any one or more strata lots. Where all or a portion of the expenditure falls within the jurisdiction of a Section, the Agent will seek the approval of the executive of the relevant Section to such expenditure;

Proceedings

- 3.42 Legal Proceedings - To assist in resolution of disputes involving the Strata Corporation as directed by the Strata Council, by recourse to the appropriate authority, including legal proceedings, arbitration, mediation, small claims court, human rights tribunal, internal appeals and residential tenancy disputes;
- 3.43 Legal Counsel - Any provision in this Agreement allowing the Agent to take legal action on behalf of the Strata Corporation shall mean, where appropriate or required, taking legal action through the Strata Corporation’s legal counsel;
- 3.44 Owner’s Defaults - To sign and give notices to Owners of any defaults in any obligations of such Owners to repair or to maintain their strata lots or limited common property in a timely fashion;
- 3.45 Compliance with Notices or Orders - To notify the Strata Council of any notices or orders of any competent public authority requiring repairs to be done in respect of the common property and common assets, or any part thereof, and to notify the Owners of individual strata lots that they must in a like manner comply with such notices or orders in regard to their own individual strata lots;
- 3.46 Compliance with Laws - To take such action on behalf of the Strata Corporation as the Strata Council may direct, as may be necessary to comply promptly with any and all orders or requirements affecting the Strata Corporation made by any governmental body or agency having authority or orders of any Fire Marshall, or board of fire underwriters or similar body;

Other

- 3.47 Sale of Strata Lots - To provide and sign documentation as required by the Act to facilitate the sale, financing or other dealings with any strata lot at the cost of the Owner or the proposed purchaser or lender. The Agent shall be entitled to retain the fees and disbursements it charges such Owners, proposed purchasers, lenders, real estate licensees, lawyers or notaries; and
- 3.48 Fees, Rebates or Discounts - Not to collect or charge any undisclosed fee, rebate or discount, and if any such fee, rebate or discount should be received by the Agent that fee, rebate or discount will be held in trust for and credited to the account of the Strata Corporation.

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Agent's Authorization

4. The Agent shall be deemed the Agent of the Strata Corporation and to enable the Agent to effectively perform its services under this Agreement the Strata Corporation hereby appoints the Agent as its agent to perform the services set out in Clause 3 hereof and to execute all documents and contracts for and on behalf of the Strata Corporation, as directed by the Strata Council, and to commence legal proceedings at the expense of the Strata Corporation as directed by the Strata Council and to perform all other duties provided for in this Agreement.

Strata Corporation's Agreement

5. The Strata Corporation covenants and agrees:
- 5.1 Indemnity - To save the Agent harmless from any and all claims, damages, costs and liability incurred in connection with the services provided to the Strata Corporation and, without limiting the generality of the foregoing, to indemnify and save the Agent harmless from all claims, damages, costs and liability whatsoever incurred by the Agent in performing its responsibilities hereunder and to protect the Agent against any and all such claims, damages, costs, and liability in the same manner and to the same extent as the Strata Corporation, unless such claim, damage, cost or liability is caused by the gross negligence or willful misconduct of the Agent;
- 5.2 Agent's Fees - To pay to the Agent the following fees:
- (a) a fee in advance each and every month during the term of this Agreement, in the amount and on the day specified in item 7 of Schedule A;
 - (b) an additional fee in the amount specified in item 8 of Schedule A, for each additional Meeting over the number specified in Clause 3.19 and item 4 of Schedule A;
 - (c) an additional hourly fee in the amount specified in item 9 of Schedule A, for each hour of attendance at any Meeting longer than the hours specified in Clause 3.19 and item 5 of Schedule A;
 - (d) an additional fee for appearing as a witness, or assisting with litigation support, special projects and/or major renovations, as determined by the size and nature of the special project and/or major renovations and as may be agreed between the Strata Corporation and the Agent or in the amount determined pursuant to Schedule B, if attached and initialed by both parties;
 - (e) an additional fee in the amount specified in item 10 of Schedule A, per strata lot for each month of depositing and processing of special levies;

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- (f) such additional fees as are provided for in Schedule B, or as may be agreed upon in writing from time to time;
- (g) together with any applicable Tax payable on such fees or related disbursements;
- 5.3 Payment of Agent's Fees - The Strata Corporation hereby authorizes the Agent to deduct the Agent's Fees and disbursements from the strata fees, special levies, assessments, user fees and any other monies collected by the Agent pursuant to Clause 3;
- 5.4 Shortfall - That if the bills, accounts or expenses paid by the Agent pursuant to Clause 3 hereof in any calendar month exceed the strata fees and other monies collected in such month by the Agent or if the Strata Corporation does not otherwise have sufficient funds to pay such bills, accounts or expenses, to pay the Agent the amount of such excess promptly upon request, which may include transfer of funds from the Contingency Reserve Fund where permitted under the Act. The Agent shall have no obligation to advance funds to the Strata Corporation for any purpose whatsoever;
- 5.5 Costs - To pay promptly the Agent's costs of printing, duplicating, mailing, postage, long distance telephone charges, courier or other service charges directly attributed to the Strata Corporation as per the attached item 5 of Schedule B attached hereto;
- 5.6 Transfer Documentation - To direct and compensate the Agent in accordance with the Act for all transfer of title and ancillary documents for owners;
- 5.7 Exclusivity - That the Strata Corporation, during the Term of this Agreement and for two (2) years after the termination hereof, will not engage or contract directly or indirectly with any present or past employee of the Agent, to perform services the same as or similar to the services the employee performed for the Agent unless agreed to in writing by the Agent;
- 5.8 Documentation - To provide the Agent with all documents and records available to the Strata Corporation, which may be reasonably required by the Agent to properly assist in connection with the services provided by the Agent to the Strata Corporation;
- 5.9 Bylaws and Rules - To provide to the Agent a copy of the Bylaws and Rules of the Strata Corporation and to promptly notify the Agent of any amendments or additions thereto; and
- 5.10 Existing Project - Where the Agent is assuming its role from a prior strata agent or from a self-managed building, the Agent shall not be responsible for errors, missing or inaccurate information in the records, information or materials of the prior agent or the self-managed building provided to the Agent, or for any consequential errors, missing or inaccurate information in the records or materials maintained by the Agent. Nor is the Agent responsible for the past financial affairs of the Strata Corporation, including matters relating to the status of any employee or contractor of the Strata Corporation.

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The Agent will not, unless expressly directed by the Strata Corporation, conduct a detailed review of the records, information, materials or practices of the prior agent or self managed strata corporation, except as is necessary to fulfill its role going forward under this Agreement.

No Set Off

6. That the Strata Corporation shall not be entitled to set off against the Agent's Fees or any other monies payable to the Agent under this Agreement, any uncollected strata fees, special levies or user fees or other monies owed the Strata Corporation.

Agent to Receive Instructions from Strata Council

7. The Strata Corporation hereby authorizes its Strata Council to deal with the Agent. It is agreed and understood that the Agent at all times shall be entitled to rely on and to act upon the instructions or directions received from the Strata Council, and where appropriate or circumstances require, the President or other members of the Strata Council. Without limiting the generality of the foregoing, the Agent may from time to time request instructions or directions in writing signed on behalf of the Strata Corporation by at least two members of the Strata Council, or a formal resolution of the Strata Council after a properly convened meeting of the Strata Council. The foregoing shall constitute the full and sufficient authority for the Agent to act in accordance with such instruction or directions. The Strata Council agrees to provide timely response to requests from the Agent for directions, instructions and information.

Financial Statements

8. That the Strata Council agrees to review each statement of receipts and disbursements referred to in Clause 3.9, and within thirty (30) days from the date of provision of such statements to the Strata Council, to notify the Agent, in writing, of any alleged mistake or error on the part of the Agent in paying any bill, account or expense on behalf of the Strata Corporation. If the Agent receives no such notification within thirty (30) days of provision of such statements to the Strata Council, the statement shall be deemed to be conclusive and binding and the Agent shall be free from any and all claims in respect of such statement.

Assignment by Agent

9. The Agent may assign all of its interest in this Agreement and its rights hereunder to any other strata property brokerage, provided such assignee is a licensed strata property agent and covenants with the Strata Corporation to observe and perform the obligations of the Agent hereunder.

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No Waiver

10. If a party to this Agreement breaches or defaults in its performance under this Agreement and the other party, expressly or implied, waives such default that waiver shall not be deemed or construed to be a waiver to any future breach or default in the performance of such defaulting party's obligations under this Agreement.

Severance

11. That in the event that any provision of this Agreement, or any part thereof, shall be found to be invalid the remainder of this Agreement shall be binding on the parties hereto and shall be construed that the invalid provision or part thereof had been deleted from this Agreement.

Successors and Assigns

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

Amendments in Writing

13. Any amendment to this Agreement shall be effective only if it is in writing and is duly signed by the parties.

Duration and Termination

14. This Agreement shall commence and become effective on the date set forth in item 1 of Schedule A and shall continue for an indefinite term until terminated in accordance with this Clause. This Agreement shall terminate upon the occurrence of any of the following events:
 - (a) Two months after receipt by the Agent of a notice of a resolution passed by a 75% vote approved by the Owners, terminating this Agreement;
 - (b) Two months after receipt by the Strata Corporation of a notice from the Agent, terminating this Agreement;
 - (c) Immediately, through the bankruptcy of the Agent; or
 - (d) Immediately, through the insolvency or fraud of the Agent.

After Termination

15. Upon the termination of this Agreement, all obligations of the Agent shall cease except as otherwise expressly provided in RESA, and the Strata Corporation shall pay to the Agent any monies due to it under this Agreement and the Agent shall pay to the Strata Corporation all monies held by it in trust for the Strata Corporation. Further, the Agent

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shall transfer all records maintained for the Strata Corporation to the Strata Corporation or its agent as may be directed by the Strata Council, upon payment of any outstanding fees to the Agent or as required by RESA. The Agent shall be entitled to retain the original financial records for such period as is required for the Agent to comply with RESA, but the Agent shall provide the Strata Corporation with copies of the financial records, at the Strata Corporation's expense as provided in Schedule B.

Holdback

- 16. Upon termination of this Agreement, the Strata Corporation shall continue to be responsible for the payment of any and all bills, accounts, and expenses incurred by the Agent within the authority of this Agreement to be paid by the Agent after such termination. The Agent shall be entitled to retain, for thirty (30) days after the date of such termination, a holdback of the monies (the "Holdback") to pay such bills, accounts and expenses or any of them. If a Holdback is not retained by the Agent or is insufficient, the Strata Corporation agrees to reimburse the Agent promptly upon demand for any and all such bills, accounts and expenses paid by the Agent after the termination of this Agreement.

No Partnership

- 17. The relationship of the Agent to the Strata Corporation shall be that of agent and principal and this Agreement shall not under any circumstances make the Agent or any of its employees, officers or authorized representatives, to be the legal representative, partner or employee of the Strata Corporation.

Personal Information

- 18. The Strata Corporation hereby consents to the collection, use and disclosure by the Agent of information about the Strata Corporation and personal information about the Owners, for all purposes consistent with the matters contemplated herein.

Disclosure of Conflicts

- 19. If at any time, the Agent determines it is in a conflict of interest with the Strata Corporation, the Agent shall give written notice of such conflict to Strata Council as soon as reasonably possible. The Strata Corporation hereby acknowledges and consents to the Agent acting for other strata corporations, and sections and owners within such strata corporations.

Disclosure of Payments

- 20. If at any time, the Agent anticipates receiving or receives, directly or indirectly, any form of payment or other compensation from an Owner or someone other than the Strata Corporation as a result of recommending an insurance broker, or any other person providing other products or services, the Agent shall disclose the details thereof to the Strata Corporation in writing, including the source of such payments, the amount or likely amount of the payment and all other relevant facts relating to such provision of real estate services.

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Charges for Documents

21. The Agent, without further specific disclosure to the Strata Corporation, shall be entitled to charge and retain fees (which fees may include a disbursement component) for the following
- (a) the provision of Form B (and all attachments) and Form F and other statutory form as required by the *Strata Property Act*;
 - (b) the provision of copies of minutes, Bylaws, Rules, strata plans, engineering reports, financial statements and similar documents of the Strata Corporation when requested by Owners (other than the original distribution of same) or any other person authorized to receive such documents;

and any and all priority fees charged for the priority provision of such documents in accordance with the fees specified in the attached Schedules. The Strata Corporation hereby authorizes the Agent to use a third party to facilitate the provision of the Form B and Form F such as eStrataHub or a similar service provider of this nature.

Sections, the Strata Corporation and Owners

22. The Strata Corporation hereby consents to the Agent acting as agent for the Strata Corporation and any or all of the Sections of the Strata Corporation. The Strata Corporation hereby consents to the Agent providing property rental services or trading services to individual Owners. The Agent shall enter into separate agency agreements with each Section for which it is to provide strata management services or financial management services, and separate service agreements with each individual Owner, and will advise the Strata Corporation in writing when it commences acting for such Sections or any individual Owner.

Primary Client and Secondary Client

23. The Agent hereby declares that the Agent's "primary client" is as specified in item 6 of Schedule B (the "Primary Client") and the "secondary client" is as specified in item 6 of Schedule B (the "Secondary Client" or "Secondary Clients"). In the event of a conflict, the Agent will provide the full services it has contracted to provide to the Primary Client and the Agent shall provide limited representation to the Secondary Client or Secondary Clients.

Conflict with Sections

24. The Strata Corporation acknowledges that potential conflicts may arise between a Section and the Strata Corporation or between Sections. In that case, the Agent will notify the Strata Corporation and all affected Sections of the conflict. The Agent may (a) continue to the

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conflict in a manner consistent with the applicable Rules, RESA or other professional rules; or (c) to obtain the informed consent of the Strata Corporation and any Section involved, to proceed in assisting the parties. If the Agent ceases to act for the Secondary Client with respect to the matter giving rise to the conflict pursuant to section 24(a) above, the Agent shall notify the Secondary Client of such action in writing. If the Agent withdraws pursuant to subsection 24(b), the modification in the services to be provided by the Agent will be documented in writing. If the Agent obtains the informed consent of the Strata Corporation and any Section involved pursuant to subsection 24(c), the agreement of parties for the Agent to proceed in such circumstances shall be documented in writing. If the Agent withdraws from the matter, the Agent will help the Strata Corporation and the applicable Section(s) retain other advisors and will make a smooth transfer of appropriate file materials and information.

Conflict with Owners

25. If the Agent is providing property rental services or trading services to individual Owners, there may be conflicts as between such Owners, the Strata Corporation and the Sections. If the Strata Corporation or a Section is declared to be the Agent's Primary Client, the Agent will provide full representation to the Primary Client and the Agent shall provide limited representation to the Owners.

Limited Services to Secondary Client

26. In the event of a conflict where the Agent continues to act for the Agent's Primary Client and ceases to act for the Secondary Client with respect to the matter giving rise to the conflict, the Agent will not be able to:
- (a) act in the Secondary Client's best interests, if those interests conflict with the interests of a Primary Client;
 - (b) act in accordance with the Secondary Client's instructions, if acting in accordance with those instructions would lead the Agent to breach any of the Agent's obligations to a Primary Client;
 - (c) maintain the confidentiality of information about the Secondary Client; or
 - (d) disclose to the Secondary Client's any confidential information about the Primary Client.

Sections and Expenses

27. The Agent will work with the Strata Corporation and the Sections to appropriately allocate costs and expenses as between the Strata Corporation and the Sections in accordance with the Act, the Bylaws and any policies of the Strata Corporation and the Sections. Where possible the Agent shall obtain the agreement of the Strata Corporation and the Sections as to a policy for allocating routine expenditures and shall allocate such

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expenditures in a manner consistent with such policy. Where practical the Agent shall obtain the agreement of the Strata Corporation and the Sections as to the allocation of unusual expenditures before the expenditure is authorized or made. Where the Strata Corporation and the Sections cannot agree as to the allocation of an expenditure, the expenditure shall be allocated in accordance with the previously adopted practices or policies or if no such practice or policy is applicable, the expenditure shall be allocated to the Strata Corporation, pending the resolution by the Strata Corporation and the Sections as to how the expense shall be allocated.

Sections Accounts

28. The Agent will establish separate accounts for any Section that it is acting for, in addition to any account it maintains for the Strata Corporation as required by RESA and the Act.

Joint Meetings

29. Where the Agent is acting for the Strata Corporation and one or more Sections, the Agent may, with the written consent of the Strata Council and the Section Executive, hold joint meetings of Strata Corporation and one or more Sections (or between the Sections). Such consent may be provided generally or for specific meetings. The Agent shall take reasonable steps when preparing agendas for such joint meetings to indicate where agenda items require the approval of the Strata Council or a particular Section Executive and resolutions with respect to such matters will be voted on only by the Strata Council or the relevant Section Executive. Joint minutes may be taken and maintained as part of the minutes of the Strata Corporation and the respective Sections in attendance. Upon the request of a Strata Council Member or an Executive Member at or prior to the meeting, certain matters pertaining to just the Strata Corporation or a particular Section, may be discussed at an in-camera portion of the meeting, with the minutes of such in-camera portions of the meeting being made available to appropriate entity only.

Annual Review Fee

30. Annually, the parties shall review the fees and other charges payable under this Agreement. Any such change in fees or charges, shall be agreed to between the parties and shall be evidenced in writing which may include a formal fee amendment agreement or a letter from the Agent to the Strata Corporation setting out such agreed changes in the fees and charges signed by the Agent and two members of the Strata Council.

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EXECUTED ON BEHALF OF THE)
OWNERS, STRATA PLAN _____)
by its authorized signatories:)
)
)

Authorized Signatory Date Signed: _____, 20__)
)
)

Authorized Signatory Date Signed: _____, 20__)
)
)

)
EXECUTED ON BEHALF OF **COLUMBIA PROPERTY**)
MANAGEMENT LTD.)
)

by its authorized signatories:)
)
)

Authorized Signatory Date Signed: _____, 20__)
)
)

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AGENT STRATA

SCHEDULE A

1. Clause 2 Commencement Date: _____, 2019
2. Clause 3.12 Fee for providing payroll services: \$ _____
3. Clause 3.14 and 3.15 The Agent shall maintain the following trust accounts on behalf of the Strata Corporation (check if applicable):
 - Operating fund trust account
 - Contingency reserve trust account
 - Special levy trust account
 - Other: _____
4. Clause 3.19 Maximum Number of Meetings: Council 4 / AGM 1
5. Clause 3.19 Maximum Hours per Meeting: 2 hours
6. Clause 3.22 Hourly fee for supervision of inspection of records: \$75.00
(plus applicable taxes)
7. Clause 5.2(a) Monthly Agents' Fee: \$ _____ per month (plus applicable taxes) payable on the 1st day of each month - based on units, equal to \$ _____ per unit, plus GST.
8. Clause 5.2(b) An additional fee for each Meeting over the maximum number: \$150.00 for a council meeting; and \$250.00 for a Special General Meeting.
9. Clause 5.2(c) Hourly rate for attendance at each Meeting over specified number of hours: \$75.00
10. Clause 5.2(e) An additional fee of \$200.00 for each month of depositing and processing of special levies.
11. Clause 5.2(f) An additional fee of \$100.00 plus GST for any Council Meeting extending later than 6:00 pm.

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SCHEDULE B
Special Terms and Amendments

1. Clause 3.16 Annual fee for the statutory review of books: \$250.00
2. Clause 3.30 Fee for administration of liened receivables: no charge
3. Clause 5.2(d) Additional fees:
Litigation Support and Civil Resolution Tribunal Assistance & Support (Section 3.42): \$75.00 per hour plus GST

Special Projects: \$75.00 per hour plus GST

Major Renovations: 2% if exceeds \$25,000.00

Supervising Independent Audits: \$75.00 per hour plus GST
4. Clause 5.2(f) Additional fees:
Maintenance Rate: \$45.00 per hour plus \$10.00 truck fee per visit
(subject to change upon written notice)
5. Clause 5.5 Mailing Costs: normal cost of postage

Long Distance Telephone Charges: no charge

Courier Costs: as applicable

NSF Charges: \$25.00 per occurrence

Other Service Charges: Any direct repairs to owner's unit are subject to an administration fee of \$10.00 charged to the owner.

Storage Charges: no charge
6. Clause 23 Cost of photocopying: \$0.25 per page plus GST
7. Clause 23 Primary Client: Strata Section

Secondary Client: _____

Secondary Client: _____
8. Special Terms _____

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SCHEDULE C

**CONFLICT OF INTEREST WHEN PROVIDING CONCURRENT REPRESENTATION
TO STRATA CORPORATION AND OWNERS**

Primary (Strata Corporation) and Non-Primary Client (Owner)

Strata property agents often provide strata management services to strata corporations and property rental services or trading services to owners of strata lots in the strata corporation. As such there may be conflicts as between such owners and the Strata Corporation.

The Agent hereby declares that the Strata Corporation is the Agent's "primary client" and the Agent will provide full representation to the Strata Corporation and the Agent shall provide limited representation to the owners it is providing rental management or trading services to.

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SCHEDULE D
Disclosure of Relationship

I **John Brandon** or a corporation, partnership, association, syndicate or unincorporated organization in which I have an interest may provide services to a strata corporation/landlord.

| Name of Business | Type of Service | Nature of Interest |
|-------------------------|------------------------|---------------------------|
| JBEE Maintenance Ltd. | Maintenance | 100% |
| | | |
| | | |

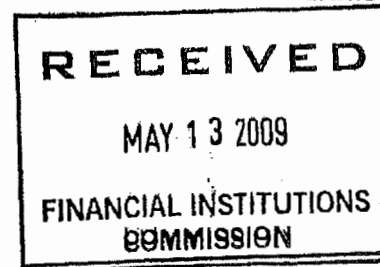
Hourly charges:

- 1) General Maintenance: \$45.00 per hour
 - Truck charge: \$10.00 per trip
 - Emergency after hours: \$67.50 per hour
- 2) Janitorial Services: \$25.00 per hour

NOTE: Subject to change upon written notice.

INITIALS

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| | |
| AGENT | STRATA |



Strata Property Act

FORM J
RENTAL DISCLOSURE STATEMENT
(Section 139)

Re: Strata Plan KAP85323 legally described as Lot A Section 31 Township 19 Range 17 West of 6th Meridian Kamloops Division Yale District

- 1 The development described above includes 74 residential strata lots.
- 2 The residential strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

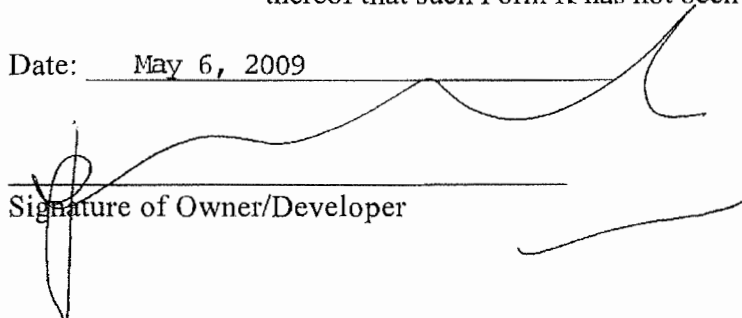
| Description of Strata Lot [<i>strata lot number as shown on strata plan</i>] | Date Rental Period Expires [<i>month, day, year</i>] |
|--|--|
| None | |

- 3 In addition to the number of residential strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further [number] residential strata lots, as described below, until the date set out opposite each strata lot's description.

| Description of Strata Lot | Date Rental Period Expires |
|---------------------------|----------------------------|
| 1 - 74 | December 31, 2009 |

- 4 There is no bylaw of the strata corporation that restricts the rental of strata lots.
 - (a) Prior to renting any Strata Lot an owner must cause the tenent to complete a Form K, and such form must be forwarded to the Strata Council prior to the tenant taking occupancy of the Strata Lot;
 - (b) Notwithstanding any other provisions contained in these Bylaws with respect to fines, any owner who rents a Strata Lot in violation of these bylaws, or fails to provide a Form K with respect to such rental shall be subject to a fine of \$50.00 for each day or portion thereof that such Strata Lot is rented in contravention of these Bylaws, or each day or portion thereof that such Form K has not been provided to the Strata Council.

Date: May 6, 2009


Signature of Owner/Developer

**CONTRACT OF PURCHASE AND SALE
INFORMATION ABOUT THIS CONTRACT**

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Section 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged NOT to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Section 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Section 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Section 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Section 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

| Costs to be Borne by the Seller | Costs to be Borne by the Buyer |
|---|---|
| Lawyer or Notary Fees and Expenses: | Lawyer or Notary Fees and Expenses: |
| - attending to execution documents. | - appraisal (if applicable) |
| Costs of clearing title, including:- investigating title, | - Land Title Registration fees. |
| - discharge fees charged by | Fire Insurance Premium. |
| encumbrance holders, | Sales Tax (if applicable). |
| - prepayment penalties. | Property Transfer Tax. |
| Real Estate Commission (plus GST). | Goods and Services Tax (if applicable). |
| Goods and Services Tax (if applicable). | |

In addition to the above costs there maybe financial adjustments between the Seller and the Buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the Property or the transaction contemplated hereby (eg. empty home tax and speculation tax).

7. **RISK:** (Section 16) The Buyer should arrange for insurance to be effective as of 12:01 am the Completion Date.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves: a house or other building under construction, a lease, a business, an assignment, other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.
9. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.
10. **RESIDENCY:** When completing their residency and citizenship status, the Buyer and the Seller should confirm their residency and citizenship status and the tax implications thereof with their Lawyer/Accountant.
11. **AGENCY DISCLOSURE:** (Section 21) all Designated Agents/Licensees with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Designated Agents/Licensees on an addendum to the Contract of Purchase and Sale.



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: _____ DATE: _____
 ADDRESS: _____ PC: _____ PHONE: _____
 PREPARED BY: _____ MLS® NO: _____

| | |
|--|---|
| SELLER: _____
SELLER: _____
ADDRESS: _____

PC: _____
PHONE: _____ | BUYER: _____
BUYER: _____
ADDRESS: _____

PC: _____
PHONE: _____
OCCUPATION: _____ |
|--|---|

PROPERTY:

UNIT NO. ADDRESS OF PROPERTY

CITY/TOWN/MUNICIPALITY POSTAL CODE

PID OTHER PID(S)

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE:** The purchase price of the Property will be _____

 _____ DOLLARS \$ _____ (Purchase Price)

2. **DEPOSIT:** A deposit of \$ _____ which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: _____

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to _____ and held in trust in accordance with the provisions of the *Real Estate Services Act*. 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. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

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INITIALS

PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

A. Completion Date - See Paragraph 2 of the Addendum attached to this Contract.

B. Lien Holdback - See Paragraph 7 of the Addendum attached to this Contract.

C. Home Warranty - See the Seller's Disclosure Statement. The Developer and/or it's contractor will provide confirmation of registration of home warranty coverage pursuant to the Homeowner Protection Act prior to or concurrent with completion of the purchase and sale.

D. Property Transfer Tax - The Buyer is responsible for payment of the applicable Property Transfer Tax. The Property Transfer Tax is not included in the Purchase Price in this Contract.

E. GST and Assignment of GST Rebate - The Buyer is responsible for paying any applicable GST in connection with the purchase of the Strata Lot. The Buyer will assign the GST Rebate, if any, to the Seller. See Paragraph 5 of the Addendum attached to this Contract.

F. Financing - Subject to a new first mortgage being made available to the Buyer on or before _____ in an amount of not less than \$ _____ with an interest rate of less than _____ percent per annum and a _____ year amortization period. This condition is for the sole benefit of the Buyer.

G. Title Search - Please refer to the Seller's Disclosure Statement.

H. Occupancy Certificate - 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 conditional or interim City of Kamloops Occupancy Certificate or other evidence satisfactory to the Buyer that construction is finished and the Strata Lot can be occupied.

I. Site Visits - Due to insurance policies and liability issues, the Buyer agrees that it is not permissible to enter the construction site unless prior arrangements have been made through the Buyer's Realtor or the Developer. The Buyer will wear closed toe shoes and appropriate clothing when on the site (ie: no sandals).

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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INITIALS

PROPERTY ADDRESS

3. TERMS AND CONDITIONS: The purchase and sale of the Property includes the following terms and is subject to the following conditions:

J. Walk-through Inspection (Deficiency List) - The Buyer and an authorized representative of the Seller and the Buyers together will conduct a walk-through inspection of the Strata Lot no later than _____ days before the Completion Date. The parties will, immediately after completion of the walk-through inspection, complete a deficiency list of mutually agreed upon items to be remedied by the Seller. The deficiency list will include a mutually agreed upon value of the deficiencies to be remedied. Both parties will sign, date and retain a copy of the deficiency list. Any dispute concerning completion of deficiencies and release of the holdback will be settled by arbitration under the Commercial Arbitration Act of BC.

K. Deficiency Holdback - The Buyer and Seller agree that any outside work not completed due to weather related circumstances, any uncompleted common area work, or landscaping, will not have a value associated with the deficiency list, nor shall such deficiencies delay the release of any holdback or any part of a holdback on completion of the non-seasonal deficiencies.

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

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4. **COMPLETION:** The sale will be completed on See Addendum attached, yr. _____ (Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at See Addendum attached m. on See Addendum attached yr. _____ (Possession Date) OR, subject to the following existing tenancies, if any:

6. **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 See Addendum attached, yr. _____ (Adjustment Date).

7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:

BUT EXCLUDING: _____

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on _____ yr. _____

9. **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, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.

10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.

11. **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 4 pm on the Completion Date.

11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) 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); and (2) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under section 116 of the *Income Tax Act*.

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- 11B. **GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
- 12. **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, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions of Section 28 of the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. **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").
- 14. **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, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. **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.
- 16. **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.
- 17. **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.
- 18. **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.
- 19. **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 broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
 - A. for all purposes consistent with the transaction contemplated herein:
 - B. 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 persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

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- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Privacy Notice and Consent*.

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

20. ASSIGNMENT OF REMUNERATION: The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.

20A. RESTRICTION ON ASSIGNMENT OF CONTRACT: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.

21. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge and confirm as follows (initial appropriate box(es) and complete details as applicable):

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| INITIALS | |

A. The Seller acknowledges having received, read and understood Real Estate Council of British Columbia (RECBC) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with _____ (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to _____ (Brokerage).

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| INITIALS | |

B. The Buyer acknowledges having received, read and understood RECBC form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Buyer has an agency relationship with _____ (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to _____ (Brokerage).

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C. The Seller and the Buyer each acknowledge having received, read and understood RECBC form entitled "*Disclosure of Risks Associated with Dual Agency*" and hereby confirm that they each consent to a dual agency relationship with _____ (Designated Agent(s)/Licensee(s)) who is/are licensed in relation to _____ (Brokerage), having signed a dual agency agreement with such Designated Agent(s)/Licensee(s) dated _____.

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| INITIALS | |

D. If only (A) has been completed, the Buyer acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Seller's agent listed in (A) and hereby confirms that the Buyer has no agency relationship.

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E. If only (B) has been completed, the Seller acknowledges having received, read and understood RECBC form "*Disclosure of Risks to Unrepresented Parties*" from the Buyer's agent listed in (B) and hereby confirms that the Seller has no agency relationship.

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PROPERTY ADDRESS

22. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. 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.

23. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

24. OFFER: This offer, or counter-offer, will be open for acceptance until ... o'clock ... m. on ... yr. (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), 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.

X WITNESS BUYER SEAL PRINT NAME

X WITNESS BUYER SEAL PRINT NAME

If the Buyer is an individual, the Buyer declares that they are a Canadian citizen or a permanent resident as defined in the Immigration and Refugee Protection Act.

Yes [] [] INITIALS No [] [] INITIALS

25. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated ... yr.

The Seller declares their residency:

RESIDENT OF CANADA [] [] INITIALS NON-RESIDENT OF CANADA [] [] INITIALS as defined under the Income Tax Act.

X WITNESS SELLER SEAL PRINT NAME

X WITNESS SELLER SEAL PRINT NAME

*PREC represents Personal Real Estate Corporation

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of services they provide (MLS®).

SUMMIT POINTE

ADDENDUM to CONTRACT OF PURCHASE AND SALE

FURTHER TO the Contract of Purchase and Sale signed by the Buyer(s) on the ____ day of _____, 20____

BETWEEN:

SUMMIT DRIVE DEVELOPMENT CORPORATION

("Seller")

AND:

("Buyer(s)")

for Strata Lot _____, located at 1405 Springhill Drive, Kamloops, BC.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. NO ASSIGNMENT OF CONTRACT

The Buyer has no right to assign this Contract and the Buyer acknowledges that the Seller may refuse consent to such assignment in its sole discretion.

The Buyer may not assign his or her interest in the Property without the Seller's written consent, and unless the Seller so consents, the Seller will not be required to convey the Property to anyone other than the Buyer named in this Contract. The Seller may, at its option, charge an administration fee equal to 1.5% of the Purchase Price as consideration for agreeing to an assignment of the Buyer's interest in the Property or in this Contract and for any associated legal and administrative costs, except that there will be no such charge if the assignee is the Buyer's spouse, parent, child, grandparent or grandchild. Following any assignment, the assignor will not be relieved of his or her obligations under this Contract but will continue to remain liable to perform all obligations of the Buyer under this Contract. The Buyer will not advertise or solicit offers from the public with respect to the resale of the Property by the Buyer before the Completion Date without the express prior written consent of the Seller, which consent may be arbitrarily withheld.

Without the Seller's prior consent any assignment of the Contract is prohibited.

An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the Buyer under the purchase agreement to another person or is a subsequent transfer.

Each proposed party to an assignment agreement must provide the Seller with the information and records required under the *Real Estate Development Marketing Act*.

Before the Seller consents to an assignment of a purchase agreement, the Seller will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

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

The Information and records collected by the Seller must be reported by the Seller to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by Section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

2. COMPLETION DATE

The sale shall be completed on the _____ day of _____, 20____ (the "Completion Date"). The Buyer agrees that the Completion Date may be extended by the Seller without penalty and without entitling the Buyer to withdraw from the transaction, provided that the Seller exercises all reasonable diligence in completing construction of the buildings, and further provided that the Completion Date shall not be later than the _____ day of _____, 20____ (the Final Date). If the Completion Date has been extended pursuant hereto, the Buyer agrees to complete within two weeks of receipt of a written notice from the Seller confirming that the Seller is ready to complete. Provided always that the Final Date shall be extended for a period equivalent to the amount of time lost in completion of construction of the Strata Lot by reason of unforeseen circumstances, including, without limitation, time lost from strikes, lockouts, climatic conditions, soil conditions, acts of governmental authorities, fire, explosion, acts of God, enemies of the Queen or other circumstances beyond the exclusive control of the Seller.

3. ADJUSTMENT AND POSSESSION DATE

All usual adjustments both ingoing and outgoing of whatsoever nature shall be made as of the Completion Date. The Buyers shall obtain possession of the Strata Lot free of all tenancies on the Completion Date, and after the balance of the Purchase Price has been paid.

4. **GST**

The Buyer is responsible for paying any applicable GST in connection with this Contract of Purchase and Sale, and will assign any GST Rebate to the Seller.

If the Buyer is not eligible for the New Housing Rebate ("Rebate"), or does not complete or execute the documentation to assign the benefit of the Rebate to the Seller concurrent with the closing date, the purchase price shall be increased by an amount equal to the Rebate that would have been otherwise available with respect to this purchase. If Canada Revenue Agency disallows all or any part of the Rebate claimed, the Buyer will immediately, upon receiving written demand from the Seller, reimburse such disallowed amount to the Seller together with any interest and penalties that the Seller is required to pay under the *Excise Act* as a result of such disallowance.

5. **EXTRAS**

The Seller will only consider changes and alterations ("Extras") to the Plans and Specifications in writing with the Buyer. Prior to acceptance of requested Extras, the Seller and Buyer must agree in writing on:

- the price of any Extras will be added to the Purchase Price and shall be paid on the Completion Date of the sale;
- the Seller's change order cost and an administrative fee to cover the Seller's overhead and management costs ("Costs") will be added to the Purchase Price and shall be paid on the Completion Date of the sale;
- completion and signing of the Seller's Change Order Form(s) for the Extras and Costs;
- any change in Completion Date arising from rescheduling due to Extras will be established in the accompanying change order.

6. **COSTS**

It shall be the Buyer's responsibility to prepare the documents necessary to complete this transaction and the Buyer shall deliver to the Seller a Transfer in registrable form and a Statement of Adjustments at least 3 days prior to the Completion Date.

The Buyer shall bear all costs of preparation and registration of the closing documents and delivery of the purchase monies to the Seller. The Seller shall bear all costs of clearing title.

7. **HOLDBACKS**

The lien holdback provisions of the *Builders Lien Act* and the *Strata Property Act* shall be complied with in that the Seller's solicitors shall hold 7% of the Purchase Price in trust until such time as the lien period as prescribed in the *Builders Lien Act* has expired.

8. **FIRE AND LIABILITY INSURANCE**

This development is a phased building strata. The Buyer, at the time of conveyance, will need to arrange his or her own policy of insurance for contents and liability for all uses at his or her own expense.

9. **SELLER'S ELECTION**

The Seller may rescind the Contract of Purchase and Sale and Addendum(s), if any, up to and including the _____ day of _____, if the Seller has not sold, in the Seller's sole discretion, sufficient Strata Lots. Upon such rescission, the Buyer shall be entitled to an immediate return of all deposits but shall have no further claim against the Seller.

The Buyer agrees that this condition is for the sole benefit of the Seller, and the inclusion of this provision shall not in any way affect the Buyer's obligations pursuant to this Contract.

10. **RISK**

The Strata Lot shall be at the risk of the Seller until the Completion Date or actual possession by the Buyer, whichever occurs first, and in the event of loss or damage to the same occurring before such time by reason of fire, tempest, lightning, earthquake, flood or other Act of God, explosion or civil commotion, the Buyer may at his option cancel this Contract and shall thereupon be entitled to the return of any monies paid hereunder. The same shall be at the risk of the Buyer from the Completion Date or actual possession by the Buyer, whichever occurs first.

11. **GENERAL**

- a. It is understood and agreed that there are no representations, warranties, guarantees or conditions other than those contained within this Contract. The representations and warranties contained herein shall survive completion and the conveyance of the Strata Lot to the Buyer.
- b. Any notice, document or communication required or permitted to be given under this Contract shall be in writing and either delivered by hand, transmitted by fax, or sent by prepaid mail to the Seller or to the Buyer as the case may be, at the above address. The time of giving such notice, document or communication shall be, if delivered, when delivered, if sent by fax, then on the day of transmission and if mailed, then on the third business day after the day of mailing.
- c. In this Contract:
 - (i) The singular includes the plural and vice-versa;
 - (ii) The masculine includes the feminine and vice-versa;
 - (iii) Any reference to a party includes that party's heirs, executors, administrators and assigns and in the case of a corporation, its successors

and permitted assigns; and

- (iv) Any covenant, proviso, condition or agreement made by two or more persons shall be construed as several as well as joint.

12. **TIME**

TIME SHALL BE OF THE ESSENCE HEREOF. In the event that the purchase and sale contemplated by this Contract is not completed on the Completion Date (or the Completion Date as extended pursuant to paragraph 3) as a result of the Buyer's default, the Seller may, at its election, cancel this Contract and the amount paid by the Buyer as a deposit shall be absolutely forfeited to the Seller as liquidated damages or the Seller may, at its option, elect not to cancel this Contract, but retain the deposit without prejudice to the rights of the Seller to obtain from the Buyer by an action for specific performance or otherwise, payment in full of the Purchase Price or pursue the Buyer for damages arising out of the Buyer's failing to complete this Contract or pursue any other remedy available to the Seller.

Date this _____ day of _____, 20_____.

SUMMIT DRIVE DEVELOPMENT CORPORATION

Per:

Authorized Signatory

SIGNED SEALED AND DELIVERED by the Buyers in)
 the presence of:)

_____) **Buyer**

_____)

_____) **Buyer**

_____)
 (as to both signatures))

EXPENSE ALLOCATION SETTLEMENT AGREEMENT

This agreement is made the ___ day of February 2020

BETWEEN:

SUMMIT DRIVE DEVELOPMENT CORPORATION

Box 3279

Kamloops, BC V2C 6B8

(the "Developer")

AND:

THE OWNERS, STRATA CORPORATION KAS3745

(the "Strata")

WHEREAS:

- A. The Developer is the developer of a multi-family real estate development known as "Summit Pointe" in Kamloops, British Columbia (the "Development");
- B. The first phase of the Development ("Phase 1") has been constructed and the first phase of strata plan KAS3745 was deposited in the Kamloops Land Title Office in 2009;
- C. Phase 1 consists of a single building containing 23 individual apartment-style strata lots and common property, including an amenity room (the "Phase 1 Amenity Room");
- D. The Developer intends to complete the second and third phases ("Phase 2" and "Phase 3", respectively) of the Development;
- E. Pursuant to a disclosure statement filed in accordance with the *Real Estate Development Marketing Act*, Phase 1 was constructed with a common geothermal heating and cooling system (the "Geothermal System");
- F. The Geothermal System provides all heating and cooling to the Phase 1 strata lots and the Phase 1 Amenity Room;
- G. The Developer originally intended to expand the Geothermal System to service Phase 2 and 3, but has since determined that constructing Phases 2 and 3 of the Development with geothermal heating and cooling is not feasible;
- H. The Developer now intends to construct Phases 2 and 3 with individually metered natural gas and electrical services for heating and cooling;
- I. A dispute has arisen between the Developer and the Strata as to who should be responsible for the operating costs of the Geothermal System;

J. In accordance with the Strata Property Act (and Regulations) the parties have agreed to amend the Strata's bylaws (the "Bylaw Amendment") to identify two different types of strata lots, being:

- (a) those that benefit from the Geothermal System; and
- (b) those that do not benefit from the Geothermal System;

K. In order for Phases 2 and 3 strata lots to not benefit from the Geothermal System, the Phase 1 Amenity Room must be designated as limited common property ("LCP") for the benefit of the Phase 1 units, and the parties have agreed to effect such LCP designation;

L. The parties have agreed that effective as of the date of this agreement, the operating expenses relating to the Phase 1 Amenity Room will be allocated to the strata lots in Phase 1;

M. The Strata has passed a resolution by $\frac{3}{4}$ vote confirming the terms of this agreement, a copy of which is attached hereto as Schedule "M";

Now therefore this agreement witnesses that the parties agree as follows:

1. Strata Obligations

- (1) The Strata will, as of the effective date of this agreement, designate the Phase 1 Amenity Room as LCP.
- (2) The Strata will, as of the effective date of this agreement, amend its bylaws to include the following:

"For the purposes of section 99 of the Act and section 6.4 of the Strata Property Regulation (regarding the allocation of operating expenses in relation to limited common property and types of strata lots) the following are different types of strata lots:

- a) (the "Geothermal Type") - those strata lots benefitting from the ground source heat pump geoexchange energy system (the "Geothermal System"); and
- b) (the "Non-Geothermal Type") - those strata lots which do not benefit from the Geothermal System,

and the operating expenses relating to the Geothermal System will be the sole responsibility of the Geothermal Type (and for clarity, if there is a deficit or surplus in the budget in respect of the such expenses, then the Geothermal Type will pay or be credited the difference accordingly).

- (3) The Strata agrees it will not take any action to repeal or further amend its bylaws in respect of the subject matter of this agreement, unless and until the Developer has completed the Development and no longer owns any of the strata lots in the Development.

2. Developer Obligations

- (1) The Developer will construct Phases 2 and 3 as contemplated herein, with individually metered natural gas and electrical services for each strata lot.
- (2) The Developer will not take any steps to cause the Strata to be responsible for the repair and maintenance of any heating and cooling systems located within a strata lot.
- (3) The Developer will pay the costs associated with designating the Phase 1 Amenity Room as LCP including survey, filing, and legal costs.

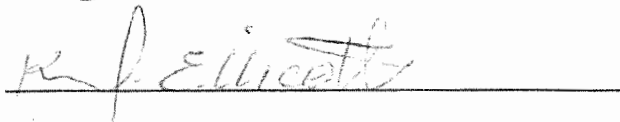
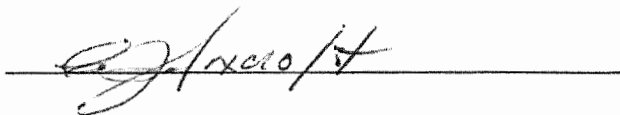
3. Counterparts

- (1) Time is of the essence in this agreement.
- (2) This agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.
- (3) No modification of or amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties and no waiver of any breach of any term or provision of this agreement will be effective or binding unless made in writing and signed by the party purporting to give the same.
- (4) This agreement may be signed in counterparts and delivered by facsimile or electronic transmission.

IN WITNESS of which the parties have executed this agreement on the date first stated above.

THE OWNERS, STRATA CORPORATION KAS3745

Per:



SUMMIT DRIVE DEVELOPMENT CORPORATION

Per:



Matthew McCurrach

Schedule "M"

RESOLUTION
OF
THE OWNERS, STRATA PLAN KAS3745

WHEREAS, pursuant to section 38 of the *Strata Property Act*, S.B.C., 1998, c. 43, (the "Act") a strata corporation has the capacity to enter into contracts in respect of its powers and duties under the Act and its bylaws;

BE IT RESOLVED by a 3/4 vote of THE OWNERS, STRATA PLAN KAS3745 (the "Strata Corporation") that:

1. the Strata Corporation approve the settlement agreement with Summit Drive Development Corporation attached hereto as Schedule "A";
2. the resolution contained herein is conditional on the Strata Corporation passing resolutions to designate a portion of the common property as limited common property and to amend its bylaws, and will take effect concurrently with such resolutions.