

**PINEVIEW HEIGHTS**

(Strata Plan KAS2122)

**DISCLOSURE STATEMENT**

Date: November 1, 2022

Developer: **FRASERVIEW DEVELOPMENT (KAM) CORPORATION**  
P.O. Box 3246, 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 REGISTERED STRATA DEVELOPMENT. 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)

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 KAS2122
Exhibit "B"	Schedule of Unit Entitlement (Sheet 2 of Strata Plan KAS2122 as filed in the Land Title Office under the <i>Condominium Act</i> of BC)
Exhibit "C"	Proposed Form I- Amendment to Bylaws
Exhibit "D"	Proposed Estimated Operating Budget and Estimated Strata Fees
Exhibit "E"	Proposed Strata Management Contract
Exhibit "F"	Proposed Form J - Rental Disclosure Statement
Exhibit "G"	Proposed Contract of Purchase and Sale Agreement
Exhibit "H"	Proposed Addendum to Contract of Purchase and Sale Agreement

## 1. THE DEVELOPER

1.1 Fraserview Development (KAM) Corporation is a company amalgamated under the laws of the Province of British Columbia under Inc. No. BC0753550 (the "Developer") and resulted from an amalgamation between Fraserview Development (KAM) Corporation, a company incorporated under the laws of the Province of British Columbia (Inc. No. BC0342661) and Fraserview Development Corporation, a company incorporated under the laws of the Province of British Columbia (Inc. No. BC0175029). Such amalgamation was effective as of the 1st day of April, 2006 and formed the Developer.

1.2 The Developer was incorporated for the purpose of building residential dwellings, building of commercial buildings and developing land.

The Developer owns other significant assets and lands within the Province of British Columbia.

The development property (as hereinafter defined in paragraph 4.1) is only a portion of the assets owned by the Developer. The development property is separate and apart from other assets owned by the Developer.

1.3 The registered and records office for 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>
Roger Schlosser	Unit 29 – 35537 Eagle Mountain Drive Abbotsford, BC V3G 2Z4
Curtis George Schlosser (aka Curtis Schlosser)	#106 – 1362 McGill Road Kamloops, BC V2C 6K7

There are no other directors of the Developer.

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

<u>Name</u>	<u>Office Held</u>
Roger Schlosser	President
Curtis George Schlosser (aka Curtis Schlosser)	Secretary

There are no other officers of the Developer.

- 1.5 (a) The biographical information of the directors of the Developer is as follows:
- (i) Roger Schlosser has developed numerous residential and commercial developments in BC;
  - (ii) Curtis Schlosser has been building residential housing and commercial buildings for over 20 years. He has personal experience in managing all types of subdivisions including residential subdivisions, phased strata subdivisions and multi-unit single phased developments. He has constructed these in Kamloops, Greater Vancouver and Penticton. Some of the projects he has been involved with include 1711 Copperhead Drive - Residential/Commercial Corner, The Landing, Silverwood Pointe and Canyon Gate @ Juniper West, Mountainview Apartments and Foxtail Views Townhomes, all of which are developments within Kamloops. Curtis is in the process of developing a 7 lot commercial strata property in Penticton at the current time.
- (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 **Pineview Heights** (Strata Plan KAS2122) (the "Development") is an existing building strata development located at 1920 Hugh Allan Drive, in the City of Kamloops, British Columbia which was developed in approximately 1998 and is comprised of **42** single family townhouse residential strata units (each a "Strata Lot" or "Unit") constructed in a single phase as follows:

<u>Unit No.</u>	<u>Strata Lot No.</u>	<u>Type of Building and Number of Strata Units</u>
1	1	
2	2	four (4) residential single family townhouses (four-plex style)
3	3	
4	4	
<hr/>		
5	5	
7	6	four (4) residential single family townhouses (four-plex style)
9	7	
11	8	
<hr/>		
13	9	
15	10	four (4) residential single family townhouses (four-plex style)
17	11	
19	12	

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21	13	
23	14	four (4) residential single family townhouses (four-plex style)
25	15	
27	16	

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32	17	two (2) residential single family townhouses (duplex style)
30	18	

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28	19	
26	20	four (4) residential single family townhouses (four-plex style)
24	21	
22	22	

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20	23	
18	24	four (4) residential single family townhouses (four-plex style)
16	25	
14	26	

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12	27	
10	28	four (4) residential single family townhouses (four-plex style)
8	29	
6	30	

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86	31	
84	32	four (4) residential single family townhouses (four-plex style)
82	33	
80	34	

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79	35	
81	36	four (4) residential single family townhouses (four-plex style)
83	37	
85	38	

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87	39	
88	40	four (4) residential single family townhouses (four-plex style)
89	41	
90	42	

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The Development and Strata Lots are shown on the registered strata plan KAS2122 (as hereinafter defined) attached as **Exhibit "A"** hereto showing the location of each Strata Lot and the common property.

The habitable area (being the liveable area which excludes patios and/or decks (as more particularly hereinafter defined)) of the Units range from approximately 1186 square feet to 1768 square feet. The size of the Units are noted on Strata Plan KAS2122 attached **Exhibit "A"** hereto.

Patios and/or deck areas are designated as limited common property on the Strata Plan. Any designated limited common property patio and/or deck areas are for the sole use of the noted Strata Lot.

Parking for visitors and resident over-flow are in accordance with the requirements of the City of Kamloops. Visitor and over-flow parking, if any, is surface parking and is designated as common property within the development property.

There will be no common facilities within the Development.

**Parking on internal strata roadways is NOT permitted.**

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 own a proportionate share in the common property, if any, including any other assets of the strata corporation.

Each Strata Lot was created by deposit of the registered strata plan (the "Strata Plan KAS2122") in the Kamloops Land Title Office in accordance with the provisions of the *Condominium Act* of British Columbia. The fee simple ownership

of each Strata Lot will be owned individually by persons to whom the Developer will sell.

Upon deposit of Strata Plan KAS2122 in the Kamloops Land Title Office the strata corporation (the "Strata Corporation") was created. All owners of Strata Lots will be part of the Strata Corporation in accordance with the *Strata Property Act*.

The Strata Corporation owns and is responsible for any common property which consists primarily of the private access road within the Development as shown on **Exhibit "A"** as well as any improvements such as gates, lights, and landscaping that have or may be installed within the common property.

2.2 **Permitted Use:** The development property is located within the City of Kamloops and is zoned:

(a) RM2 (Multi-Family 2 – Low Density) and allows for:

- Multi-Family Residential
- Daycare, home-based, in an existing single family residential dwelling
- Home-based business, subject to Division 3, Section 3.3
- Residential care facility, licensed home-based, in an existing single family residential building

(b) RM3 (Multi-Family 3 – Medium Density) and allows for:

- Multi-Family Residential
- Multi-Family Residential Row House, subject to Section 9.3.8
- Rooming House
- Daycare, home-based, in an existing single family residential dwelling
- Home-based business, subject to Division 3, Section 3.3
- Residential care facility, licensed home-based, in an existing single family residential building

**This Development will be a residential development only.** Strata Lots may not be used for commercial or other purposes not ancillary to residential purposes.

If required, further information and details regarding the applicable zoning requirements and permissible uses can be obtained from the City of Kamloops, Development Services, 105 Seymour Street, Kamloops, BC, V2C 2C6.

2.3 **Phasing:** The Development has been constructed in a single phase of 42 Strata Lots.

A Form P - Phasing Declaration is not required. There are no common facilities within the Development.

**At this time the Developer is marketing all Strata Lots (Strata Lots 1 to 42, inclusive) in the Development.**

- 2.4 **Building Construction:** The Developer has constructed the residential improvements on the Strata Lots and obtained the building permits that were required. All improvements were constructed in accordance with the City of Kamloops Development Permit issued at the time the Development was constructed.

### 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 Unit Entitlement Schedule, as attached to Strata Plan KAS2122, and filed in the Kamloops Land Title Office is attached as **Exhibit "B"**.

- 3.2 **Voting Rights:** Each Strata Lot shall have one vote in the Strata Corporation.
- 3.3 **Common Property and Facilities:** The common property will consist of an internal roadway to service the Development and landscaped areas (including the backyards of the Strata Lots). 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. 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, driveways and parking spaces have been designated by the Developer as limited common property on the Strata Plan.

As noted in **section 3(20)** of proposed **Exhibit "C"** (as more particularly hereinafter defined), the owner of an individual Strata Lot will be responsible for the repair and maintenance (including seasonal filter change and seasonal maintenance) of any air conditioning and heating units which serve their Strata Lot which, for convenience, may be located on the strata common property. The Strata Corporation will not be responsible for any repair, maintenance and/or replacement of any air conditioning and heating units for an individual Strata Lot.

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, together with amendments which will be passed by the Developer immediately following registration of the Strata Plan and being in the form attached hereto as **Exhibit "C"**.

***Prospective purchasers should specifically note sections 3(4) to 3(8) of Exhibit "C" which pertain to pets.***

3.6 **Parking:** The Units have a single enclosed garage with an additional surface parking spot on the driveway.

Parking for visitors and resident over-flow are in accordance with the requirements of the City of Kamloops. Visitor and over-flow parking, if any, is surface parking and is designated as common property within the development property.

3.7 **Furnishings and Equipment:** The existing used appliances consisting of a fridge, stove, dishwasher, washer and dryer will be included in the sale of the Strata Lots. The used appliances will be included in the sale of the Strata Lots on an "as is

where is" basis. No warranties of any kind will be included or extended with respect to the used appliances.

- 3.8 **Budget:** Each Strata Lot owner will be responsible for the payment of property taxes, hydro, telephone, internet, cable or satellite TV, and contents and liability insurance for their residence.

The Strata Corporation shall be responsible for the payment for those items which are set out in the proposed ***ESTIMATED OPERATING BUDGET*** attached hereto as **Exhibit "D"**. The estimated operating budget of the Strata Corporation is for the first twelve months of operation after the conveyance of the first Strata Lot. The Developer will pay the actual expenses of the Strata Corporation up to and including the end of the month in which the first Strata Lot is conveyed to a purchaser.

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 Developer's best estimates only and may change substantially from year to year.

#### Contingency Reserve Fund

In accordance with the *Strata Property Act*, the Developer will establish 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. The minimum contribution by the Developer to the fund will be 25% of the ***Estimated Operating Budget*** as set out in **Exhibit "D"**.

The ***Estimated Operating Budget*** includes a contingency reserve fund amount equal to 25% of the estimated operating expenses (in addition to the 5% contributed by the Developer). The contingency reserve fund will be increased by 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 expense, at which time the Strata Corporation may approve a different amount.

#### 3.9 **Utilities and Services:**

- (a) **Water:** City of Kamloops water system has been 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 from the main water line to an individual Strata Lot shall be maintained by and at the expense of the Strata Lot owner;

- (b) **Electricity:** BC Hydro - has been installed by the Developer. Each Strata Lot has a separate meter;
- (c) **Sewerage:** City of Kamloops sewerage system has been 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 from the main sanitary line to an individual Strata Lot shall be maintained by and at the expense of the Strata Lot owner;
- (d) **Natural Gas:** FortisBC - has been installed by the Developer. Each Strata Lot has a separate meter
- (e) **Fire Protection:** City of Kamloops;
- (f) **Telephone:** Telus and/or Shaw - has been installed by the Developer;
- (g) **Access:** An access lane within the Development on common property has been constructed by the Developer and is maintained by the Strata Corporation. The Development will be accessed by way of City of Kamloops roadway known as Hugh Allan Drive.

At the time of filing this Disclosure Statement, site work and in ground servicing has been installed and completed.

3.10 **Strata Management Contracts:** The Developer intends to enter into a strata management contract in the form attached hereto as **Exhibit "E"** with Columbia Property Management, #100 - 388 - 1st Avenue, Kamloops, BC V2C 6W3. The strata manager is not related to the Developer.

3.11 **Insurance:** The Developer has in place all risk, building replacement and public liability insurance in respect of the Development and has arranged for the strata manager to arrange for a replacement insurance policy in the name of the Strata Corporation prior to completion of any sales of the Units. Pursuant to Section 149 of the *Strata Property Act*, the Strata Corporation 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 Strata Corporation will also obtain liability insurance to insure the Strata Corporation against liability for property damage and bodily injury in an amount of not less than \$2 million.

**The purchaser of each Unit will be responsible for insuring the contents of the Unit. The Purchaser of each Unit 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 until December 31, 2072. A rental disclosure statement is attached hereto as **Exhibit "F"**.

#### 4. TITLE AND LEGAL MATTERS

- 4.1 **Legal Description:** The current legal description of the property comprising the Development is:

Strata Lots 1 to 42, inclusive,  
Section 35 Township 19 Range 18  
West of the 6<sup>th</sup> Meridian Kamloops Division Yale District  
Strata Plan KAS2122

(the "Development Property").

- 4.2 **Ownership:** The Development Property is registered in the name of the Developer, Fraserview Development (Kam) Corporation (Inc. No. BC0753550).

- 4.3 **Existing Encumbrances and Legal Notations:**

as to the Common Property, Strata Plan KAS2122:

- (a) Permit under Part 29 of the *Municipal Act*, (Pineview Valley Design Standards), see KJ49454
- (b) Permit under Part 29 of the *Municipal Act*, see KM24605 (DP 97-11 relating to a neighbouring property of the Developer)
- (c) Covenant KJ49267 in favour of the City of Kamloops dealing with wildfire mitigation measures
- (d) Statutory Right of Way KJ49461 in favour of British Columbia Hydro and Power Authority;
- (e) Statutory Right of Way KJ49462 in favour of BC Tel
- (f) Statutory Right of Way LA161636 (see Plan KAP82477) in favour of the City of Kamloops for emergency access over the Common Property of the Development

as to Strata Lots 1 to 42, inclusive, Strata Plan KAS2122:

- (a) Permit under Part 29 of the *Municipal Act*, (Pineview Valley Design Standards), see KJ49454
- (b) Permit under Part 29 of the *Municipal Act*, see KM24605 (DP 97-11 relating to a neighbouring property of the Developer)
- (c) Covenant KJ49267 in favour of the City of Kamloops dealing with wildfire mitigation measures
- (d) Statutory Right of Way KJ49461 in favour of British Columbia Hydro and Power Authority;
- (e) Statutory Right of Way KJ49462 in favour of BC Tel
- (f) Mortgages KJ17642, KM18522 and KN41276, all in favour of the Bank Montreal (these Mortgages will be partially discharged by the Developer from each Unit as they are individually sold to purchasers)
- (g) Assignment of Rents KM18523 and KN41277, all in favour of the Bank of Montreal (these Assignment of Rents will be partially discharged by the Developer from each Unit as they are individually sold to purchasers).

**4.4 Proposed Encumbrances:** The Developer does intend on filing an amendment to the Bylaws as disclosed herein.

Copies of all registered charges and encumbrances may be obtained from the Kamloops 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 the Development is as follows:

Estimated Commencement Date of Construction	Estimated Completion Date of Construction
Construction Completed	Construction Completed

- 5.2 **Warranties:** There are no warranties available to the Development Property, the Common Property and/or Development.
- 5.3 **Previously Occupied Building:** All of the Units in the Development have been previously occupied. The Development was constructed in 1998. Roof replacement for the Development was completed approximately 8 years ago. Furnaces and Hot Water Tanks will be inspected and replaced if not operating properly. Strata common areas such as asphalt and wood screening for garbage enclosures will be replaced or repaired as required. The Developer has reviewed the Development and assessed it to determine its current state.

6. **APPROVALS AND FINANCES**

- 6.1 **Development Approval:** The Developer has constructed the residential improvements on the Strata Lots and obtained the building permits that were required. All improvements were constructed in accordance with the City of Kamloops Development Permit issued at the time the Development was constructed.
- 6.2 **Building Permits:** The Developer obtained the building permits from the City of Kamloops as required and the Units were built in accordance with the issued building permits.
- 6.3 **Construction Financing:** The Development has been completed and the Developer does not require any funds in respect to completion of the Development.

## 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 an instrument evidencing the interest of the purchaser in the Strata Lot has been registered in the Kamloops Land Title Office.

Deposits from the purchaser **must not** be made by direct deposit to the trust account of Gillespie & Company LLP as this does not conform to the source identification and client identification requirements of the Law Society of British Columbia. Deposits **must be** made to the realtor for the purchaser in "trust" (who have met the client identification and source of funds verification requirements).

All deposits will be held by the firm of Gillespie & Company LLP, 200 – 121 St. Paul Street, Kamloops, BC V2C 3K8 in "trust" as noted in the Contract of Purchase and Sale (noted hereafter as **Exhibit "G"**).

### 7.2 PURCHASE AGREEMENT:

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

***Buyers are advised that:***

- (i) **Paragraph 20A of the Contract (Exhibit "G") provides that no assignment of the Purchase Contract is permitted without the Seller's written consent. Paragraph 20A is deleted in its entirety and replaced with Paragraph 1 as set out in the below noted Exhibit "H". The Addendum to the Contract that 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 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.

- (b) Attached as **Exhibit "H"** is a copy of an Addendum to the Contract (the "Addendum") which will be used for purchases of Strata Lots.

***Buyers are advised that:***

- (i) Paragraph 2 (Deposit) of the Contract (Exhibit "G") provides that in the event the Purchaser (Buyer in the Contract) 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 (Exhibit "H") 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: Nil

7.4 Other Material Facts:

- (a) **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.*
- (b) **Financing Lot Purchases:** The Developer has made no arrangements for financing the purchase of the Strata Lots/Units.
- (c) **GST on monthly assessments:** Owners of 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.
- (d) **Electrical Rooms:** Each Strata Lot is metered separately for electricity.

As noted on Strata Plan KAS2122, Strata Lots 5, 17, 30 and 42 each have a common area electrical room on the outside of those Units to house the electrical equipment.

- (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**

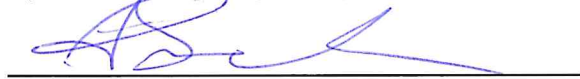
SECTION 22 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* PROVIDES THAT EVERY PURCHASER WHO IS ENTITLED TO RECEIVE THIS DISCLOSURE STATEMENT IS DEEMED TO HAVE RELIED ON ANY FALSE OR MISLEADING STATEMENT OF A MATERIAL FACT CONTAINED IN THIS DISCLOSURE STATEMENT, IF ANY, AND ANY OMISSION TO STATE A MATERIAL 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 1st day of November, 2022.

**FRASERVIEW DEVELOPMENT (KAM) CORPORATION**

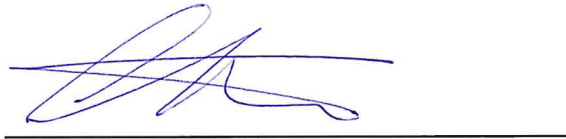
by its authorized signatory:



Roger Schlosser, President



Roger Schlosser - Director



Curtis George Schlosser - Director

AMENDED FIRST SHEET, SHEET 1 OF 15 SHEETS

**STRATA PLAN KAS2122**

APPROVED AND REGISTERED IN THE LAND TITLE OFFICE AT KAMLOOPS, B.C. ON THE 15th DAY OF FEBRUARY, 2006.

REGISTRAR

OLD BOUNDARIES ARE DERIVED FROM OBSERVATIONS BETWEEN CORNER MONUMENTS INCLUDING A BENCH MARK OF PREVIOUS LEVEL. MEASURED DISTANCES, PRIOR TO COMPLETION OF U.L.L. COORDINATES WERE BY COMBINED FACTOR 0.999927.

THE PLAN LIES WITHIN THE THOMPSON-INDOLA FEDERAL DISTRICT.

**LEGEND**

- STANDARD KEY PLAN FOUND
- CONTROL MONUMENT
- CORNER MONUMENT
- MONUMENT NOT FOUND

THIS PLAN WAS PREPARED BY THE SURVEYOR OF THE CITY OF KAMLOOPS, A BRITISH COLUMBIA COUNTY SURVEYOR, AND THE CITY AT AND PERSONALLY SUPERVISED THE SURVEY REPRESENTED BY THIS PLAN. THE SURVEY WAS COMPLETED ON THE 15th DAY OF SEPTEMBER, 2006.

W.H. SHRYVER  
S.E.L.S.

**WITNESSES**

OWNER  
NAME: ...  
ADDRESS: ...  
OCCUPATION: ...

DEVELOPER  
NAME: ...  
ADDRESS: ...  
OCCUPATION: ...

**WITNESSES**

MORTGAGEE  
NAME: ...  
ADDRESS: ...  
OCCUPATION: ...

OWNER AND SMOKE  
OF THE COMMON LAND SURVEYORS  
...  
FILE NO. 033141 REF. 2  
P. 33-47

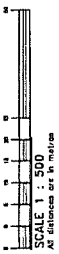
**REFERENCE PLAN OF CONSOLIDATION  
OF LOTS B, C AND D, PLAN KAP 52416  
AND THE COMMON PROPERTY OF  
STRATA PLAN KAS2122**

EXCEPT PLAN KAP 55062

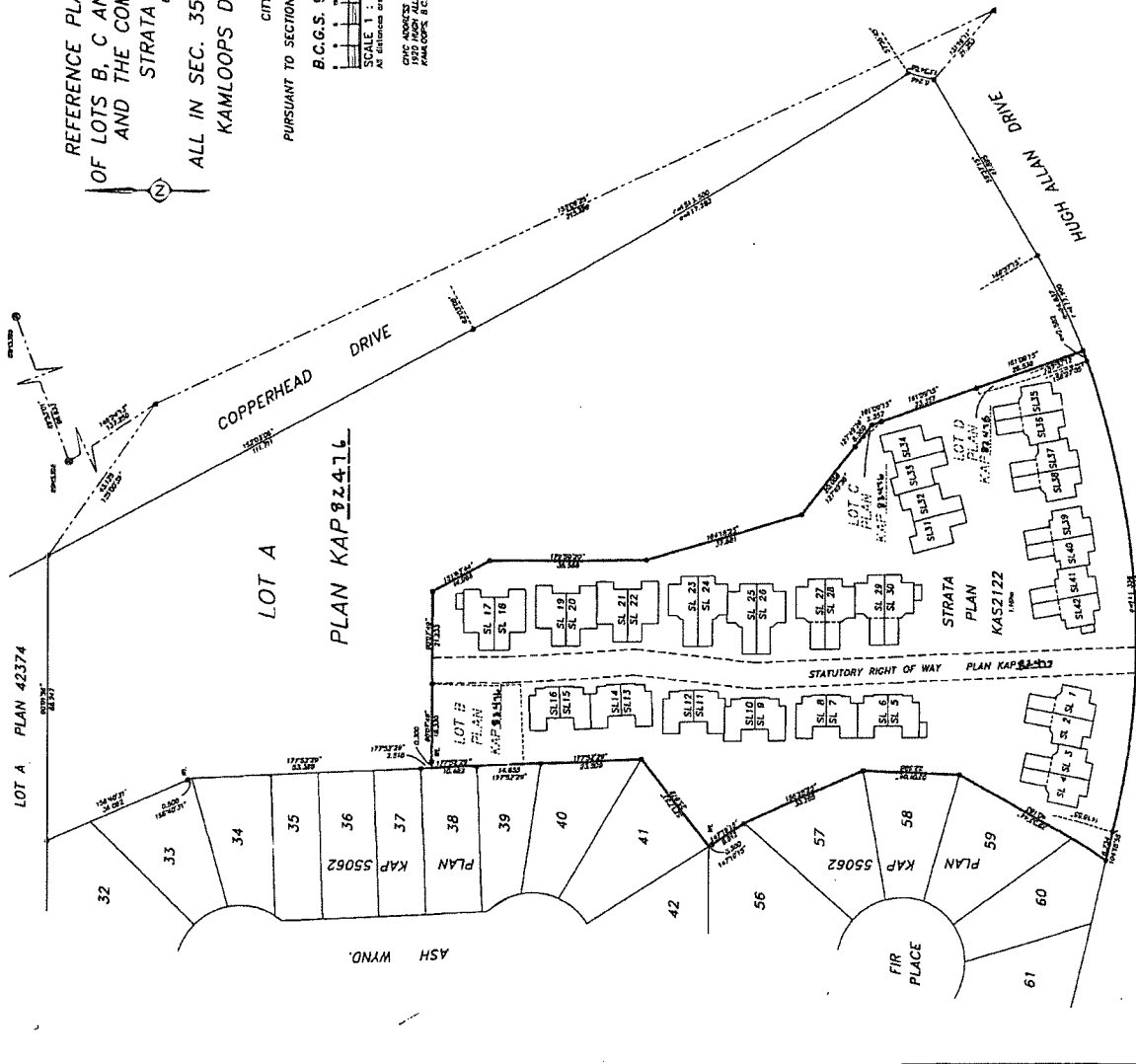
ALL IN SEC. 35, TP. 19, R. 18, W. 6 M.  
KAMLOOPS DIVISION YALE DISTRICT

PURSUANT TO SECTION 286 OF THE STRATA PROPERTY ACT

B.C.G.S. 921.069



DATE: ...  
CITY ADDRESS: ...  
KAMLOOPS, B.C.



**WITNESSES**

OWNER  
NAME: ...  
ADDRESS: ...  
OCCUPATION: ...

DEVELOPER  
NAME: ...  
ADDRESS: ...  
OCCUPATION: ...

**WITNESSES**

MORTGAGEE  
NAME: ...  
ADDRESS: ...  
OCCUPATION: ...

ORIGINAL





STRATA PLAN KAS 2122  
PHASE 1

CONDOMINIUM ACT

STRATA LOT	SHEET	FORM 1	FORM 2	FORM 3	CIVIC ADDRESS
		Schedule of Unit Entitlement	Schedule of Interest upon Destruction	Number of Votes	
1	1, 2, 3	1691	150	1	# 1 - 1920 Hugh Allan Drive, Kamloops, BC
2	1, 2, 3	1709	150	1	# 2 - " " " " " "
3	1, 2, 3	1710	150	1	# 3 - " " " " " "
4	1, 2, 3	1693	150	1	# 4 - " " " " " "
5	1, 2, 4	1446	140	1	# 5 - " " " " " "
6	1, 2, 4	1464	140	1	# 7 - " " " " " "
7	1, 2, 4	1464	140	1	# 9 - " " " " " "
8	1, 2, 4	1446	140	1	# 11 - " " " " " "
9	1, 2, 5	1445	140	1	# 13 - " " " " " "
10	1, 2, 5	1466	140	1	# 15 - " " " " " "
11	1, 2, 5	1468	140	1	# 17 - " " " " " "
12	1, 2, 5	1446	140	1	# 19 - " " " " " "
13	1, 2, 6	1448	140	1	# 21 - " " " " " "
14	1, 2, 6	1464	140	1	# 23 - " " " " " "
15	1, 2, 6	1464	140	1	# 25 - " " " " " "
16	1, 2, 6	1447	140	1	# 27 - " " " " " "
17	1, 2, 7	1654	150	1	# 32 - " " " " " "
18	1, 2, 7	1654	150	1	# 30 - " " " " " "
19	1, 2, 8	1654	150	1	# 28 - " " " " " "
20	1, 2, 8	1678	150	1	# 26 - " " " " " "
21	1, 2, 8	1679	150	1	# 24 - " " " " " "
22	1, 2, 8	1654	150	1	# 22 - " " " " " "
23	1, 2, 9	1676	150	1	# 20 - " " " " " "
24	1, 2, 9	1692	150	1	# 18 - " " " " " "
25	1, 2, 9	1692	150	1	# 16 - " " " " " "
26	1, 2, 9	1675	150	1	# 14 - " " " " " "
27	1, 2, 10	1686	150	1	# 12 - " " " " " "
28	1, 2, 10	1685	150	1	# 10 - " " " " " "
29	1, 2, 10	1697	150	1	# 8 - " " " " " "
30	1, 2, 10	1678	150	1	# 6 - " " " " " "
31	1, 2, 11	1651	150	1	# 86 - " " " " " "
32	1, 2, 11	1677	150	1	# 84 - " " " " " "
33	1, 2, 11	1674	150	1	# 82 - " " " " " "
34	1, 2, 11	1652	150	1	# 80 - " " " " " "
35	1, 2, 12	1749	150	1	# 79 - " " " " " "
36	1, 2, 12	1766	150	1	# 81 - " " " " " "
37	1, 2, 12	1768	150	1	# 83 - " " " " " "
38	1, 2, 12	1748	150	1	# 85 - " " " " " "
39	1, 2, 13	1186	140	1	# 87 - " " " " " "
40	1, 2, 13	1196	140	1	# 86 - " " " " " "
41	1, 2, 13	1200	140	1	# 89 - " " " " " "
42	1, 2, 13	1186	140	1	# 90 - " " " " " "
TOTAL		66188	6140	42	

PHASE 1

STATUTORY DECLARATION  
 I/We the undersigned, do solemnly declare that;  
 (1) I/We the undersigned am/are the Owner  
 - Developer  
 (2) This Strata Plan is entirely for Residential use.  
 I/We make this solemn declaration conscientiously  
 believing it to be true and knowing that it is of the  
 same force and effect as if made under Oath.

Accepted as to Forms 1, 2 & 3 this 6  
 day of January, 1999

Superintendent of Real Estate

CHRISTOPHER SCHLOSSER  
 CHRIS SCHLOSSER

BRUCE TATE  
 BRUCE TATE

Authorized Signatory  
 FRASERVIEW DEVELOPMENT (KAM) CORPORATION  
 ( Inc. No. 342661 )

Dated this 14<sup>th</sup> day of OCTOBER, 1998

Declared before me at KAMLOOPS,  
 in the Province of British Columbia, this  
14<sup>th</sup> day of OCTOBER, 1998.

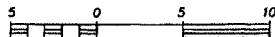
97-56

A Commissioner for taking Affidavits  
 within the Province of British Columbia

ROBERT C. ADKIN  
 ROBERT C. ADKIN

STRATA PLAN KAS 2122  
PHASE 1

FLOOR PLANS and SECTIONS  
STRATA LOTS 1, 2, 3 and 4.

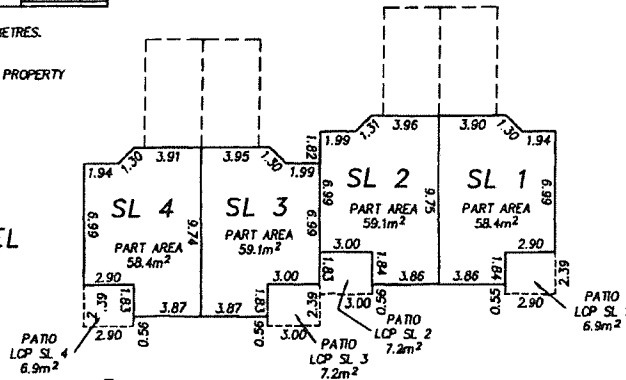


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ALL DISTANCES ARE IN METRES.

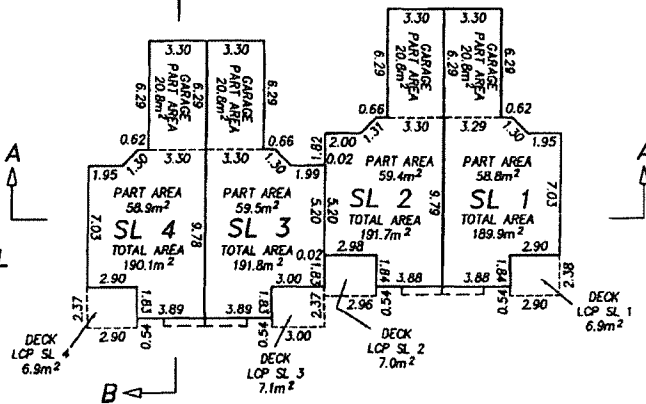
SL STRATA LOT  
LCP LIMITED COMMON PROPERTY  
m<sup>2</sup> SQUARE METRES



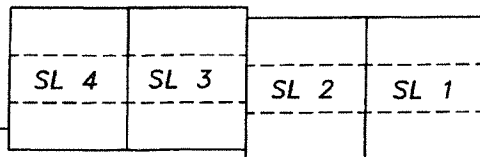
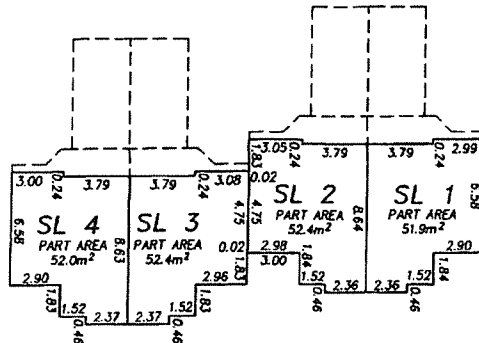
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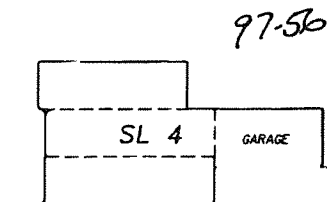
MAIN LEVEL



UPPER LEVEL



SECTION A-A



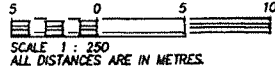
SECTION B-B

171P1-3.dwg  
973-171

Date : SEPTEMBER 21st, 1998, *MS* B.C.L.S.

STRATA PLAN KAS 2122  
PHASE 1

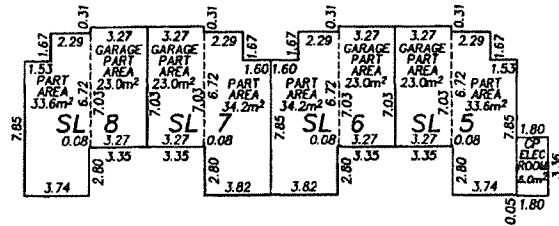
FLOOR PLANS and SECTIONS  
STRATA LOTS 5, 6, 7 and 8.



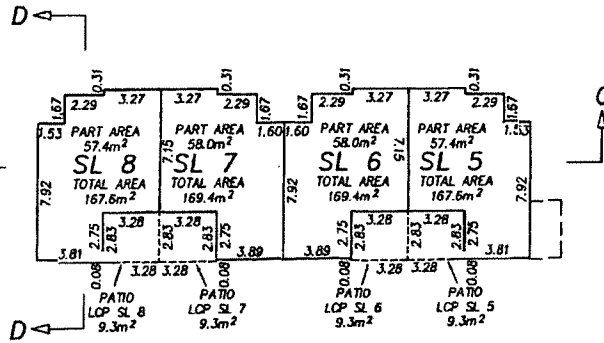
SL STRATA LOT  
LCP LIMITED COMMON PROPERTY  
m<sup>2</sup> SQUARE METRES



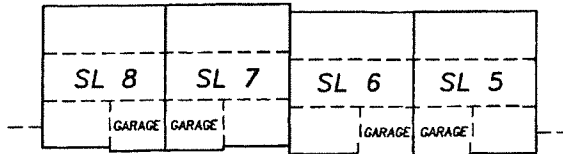
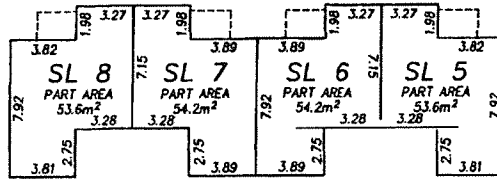
LOWER LEVEL



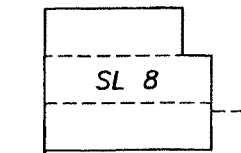
MAIN LEVEL



UPPER LEVEL



SECTION C-C



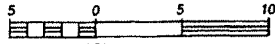
SECTION D-D

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97-56

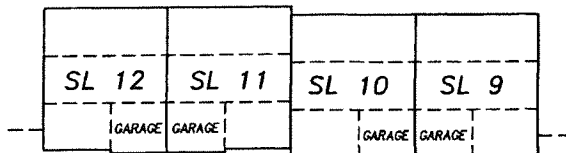
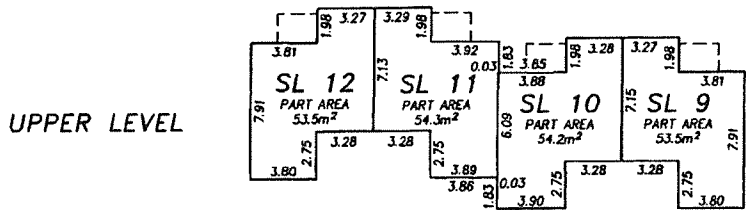
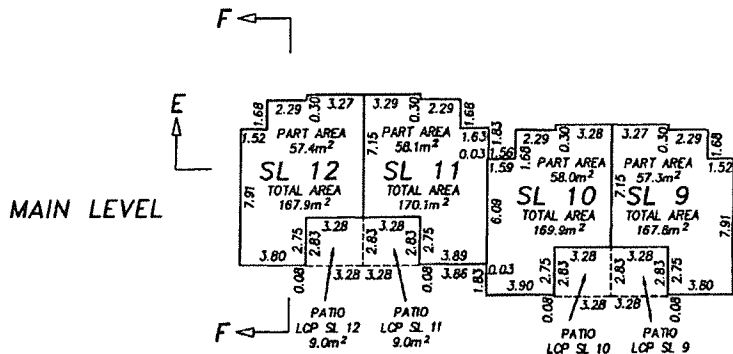
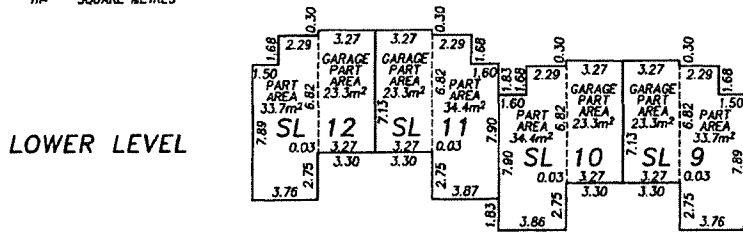
STRATA PLAN KAS. 2122  
PHASE 1

FLOOR PLANS and SECTIONS  
STRATA LOTS 9, 10, 11 and 12.

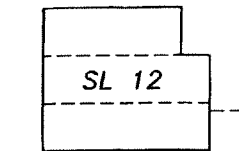


SCALE 1 : 250  
ALL DISTANCES ARE IN METRES.

SL STRATA LOT  
LCP LIMITED COMMON PROPERTY  
m<sup>2</sup> SQUARE METRES



SECTION E-E

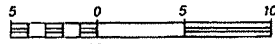


SECTION F-F

171P1-3.dwg  
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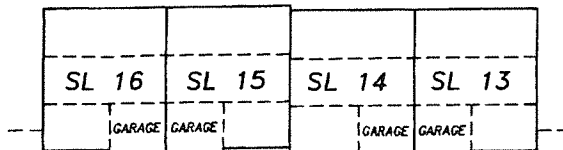
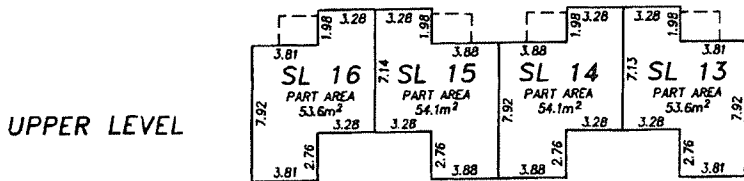
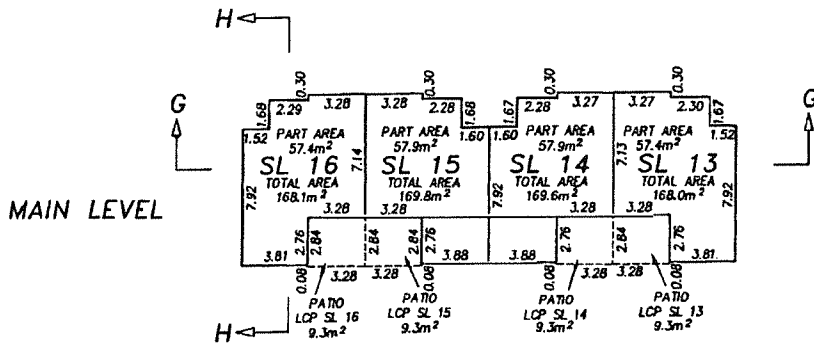
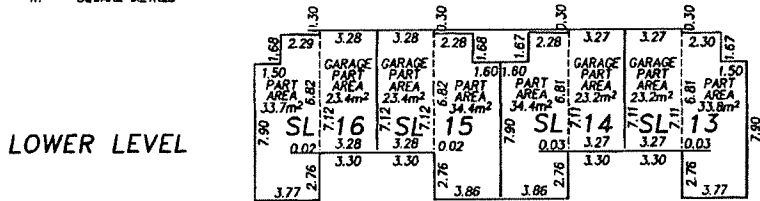
STRATA PLAN KAS 2122  
PHASE 1

FLOOR PLANS and SECTIONS  
STRATA LOTS 13, 14, 15 and 16.

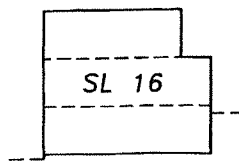


SCALE 1 : 250  
ALL DISTANCES ARE IN METRES.

SL STRATA LOT  
LCP LIMITED COMMON PROPERTY  
m<sup>2</sup> SQUARE METRES



SECTION G-G



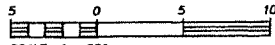
SECTION H-H

171P1-3.dwg  
973-171

97-30

STRATA PLAN KAS 2122  
PHASE 1

FLOOR PLANS and SECTIONS  
STRATA LOTS 17 and 18.

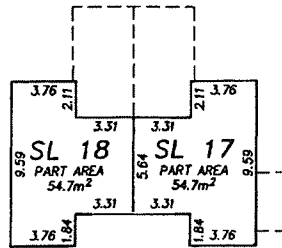


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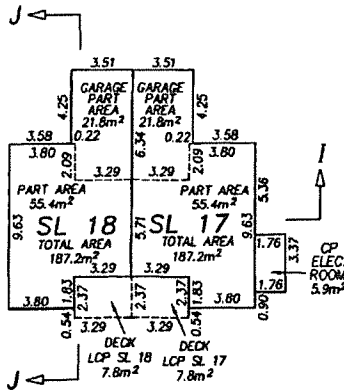
SL STRATA LOT  
LCP LIMITED COMMON PROPERTY  
m<sup>2</sup> SQUARE METRES



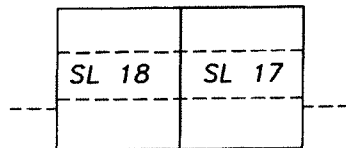
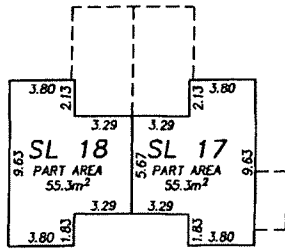
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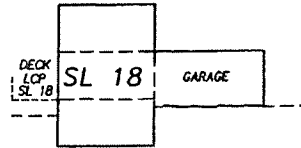
MAIN LEVEL



UPPER LEVEL



SECTION I-I



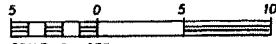
SECTION J-J

171P1-3.dwg  
973-171

Date : SEPTEMBER 21st, 1998, *AK* B.C.L.S.

STRATA PLAN KAS 2122  
PHASE 1

FLOOR PLANS and SECTIONS  
STRATA LOTS 19, 20, 21 and 22.

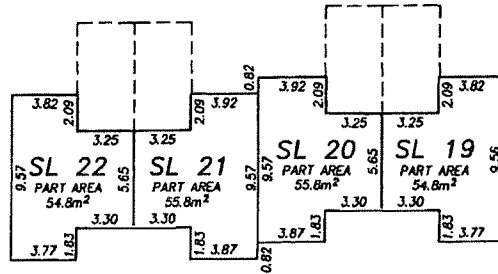


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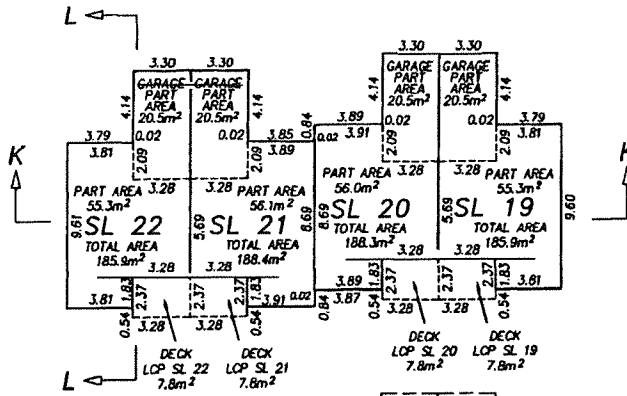
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LOP LIMITED COMMON PROPERTY  
m<sup>2</sup> SQUARE METRES



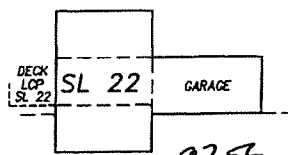
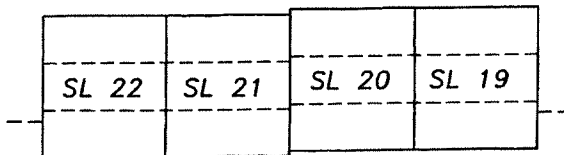
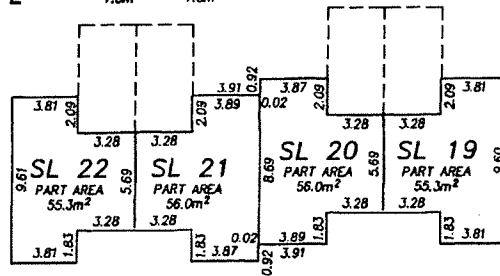
LOWER LEVEL



MAIN LEVEL



UPPER LEVEL



SECTION K-K

SECTION L-L

171P1-3.dwg  
973-171

STRATA PLAN KAS 2122  
PHASE 1

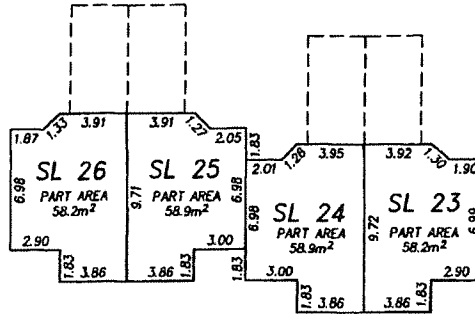
FLOOR PLANS and SECTIONS  
STRATA LOTS 23, 24, 25 and 26.



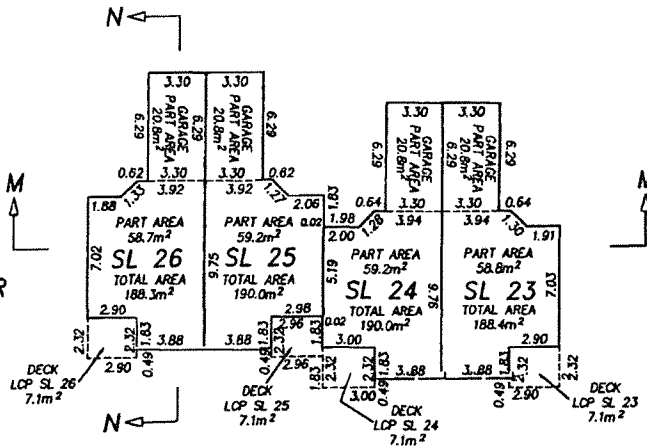
SL STRATA LOT  
LCP LIMITED COMMON PROPERTY  
m<sup>2</sup> SQUARE METRES



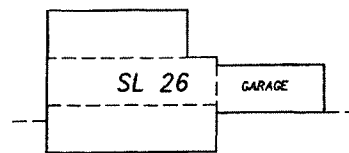
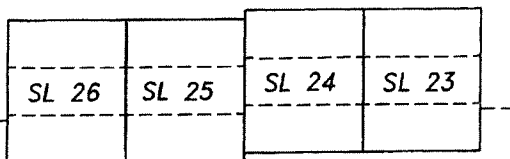
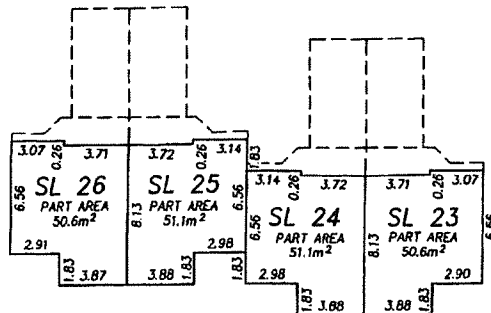
BASEMENT



MAIN FLOOR



UPPER FLOOR



171P1-3.dwg  
973-171

Date : SEPTEMBER 21st, 1998, *210* B.C.L.S.



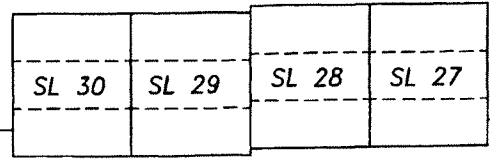
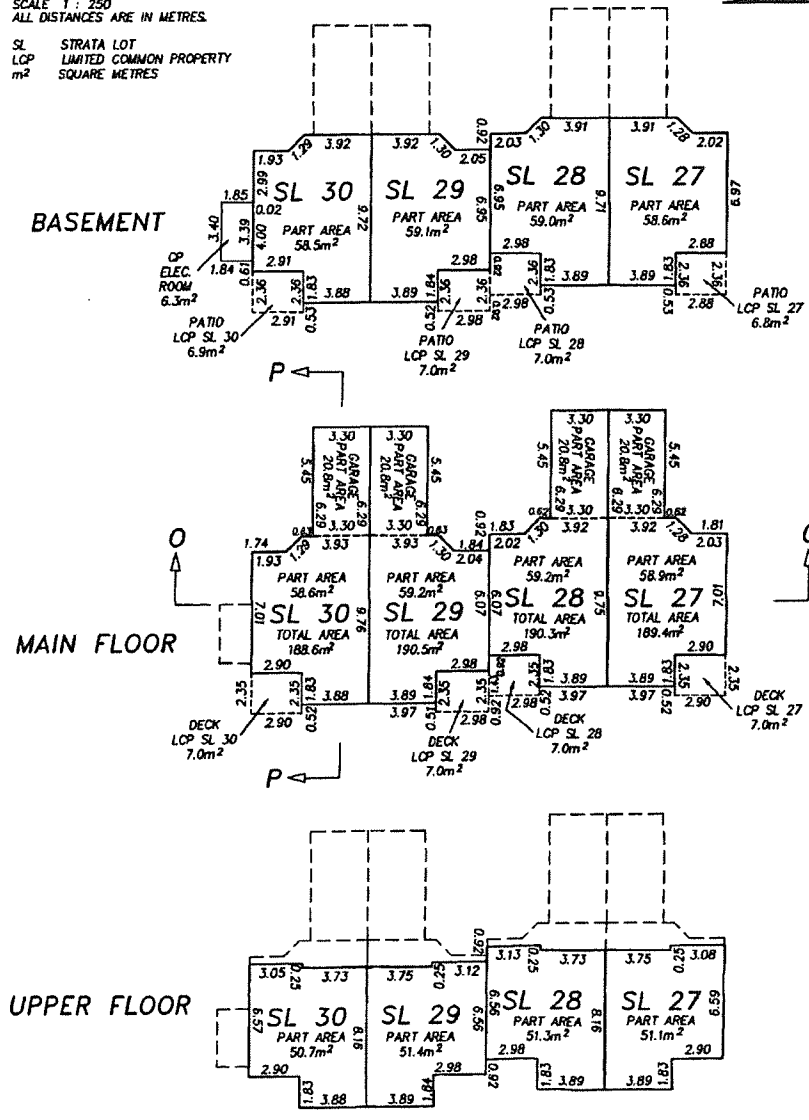
STRATA PLAN KAS 2122  
PHASE 1

FLOOR PLANS and SECTIONS  
STRATA LOTS 27, 28, 29 and 30.

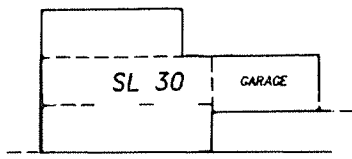


SCALE 1 : 250  
ALL DISTANCES ARE IN METRES.

SL STRATA LOT  
LCP LIMITED COMMON PROPERTY  
m<sup>2</sup> SQUARE METRES



SECTION O-O

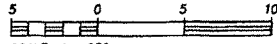


SECTION P-P

171P1-3.dwg  
973-171

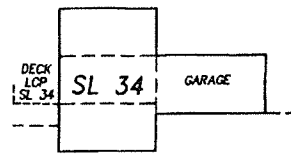
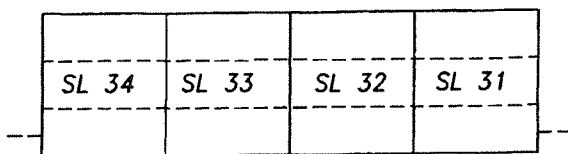
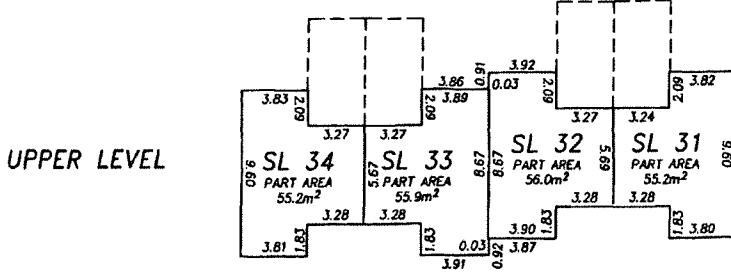
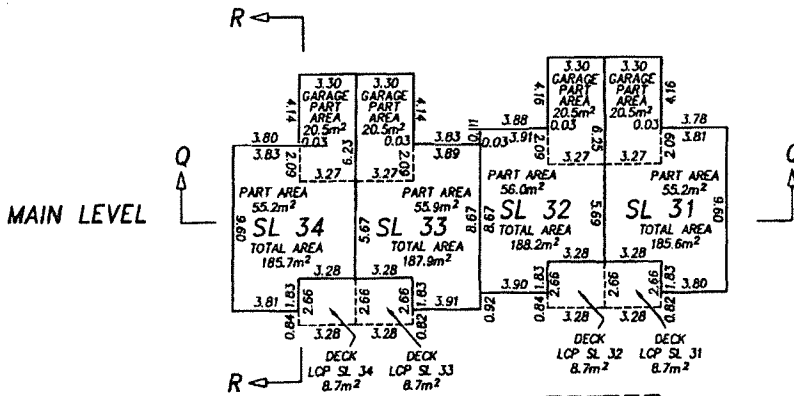
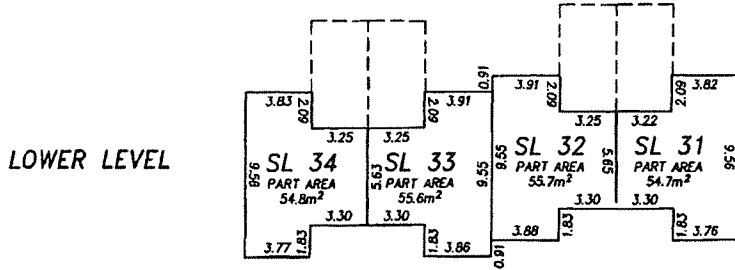
STRATA PLAN KAS 2122  
PHASE 1

FLOOR PLANS  
STRATA LOTS 31, 32, 33 and 34.



SCALE 1 : 250  
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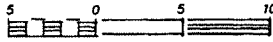
SL STRATA LOT  
LCP LIMITED COMMON PROPERTY  
m<sup>2</sup> SQUARE METRES



171P1-3.dwg  
973-171

STRATA PLAN KAS **2122**  
PHASE 1

FLOOR PLANS  
STRATA LOTS 35, 36, 37 and 38.

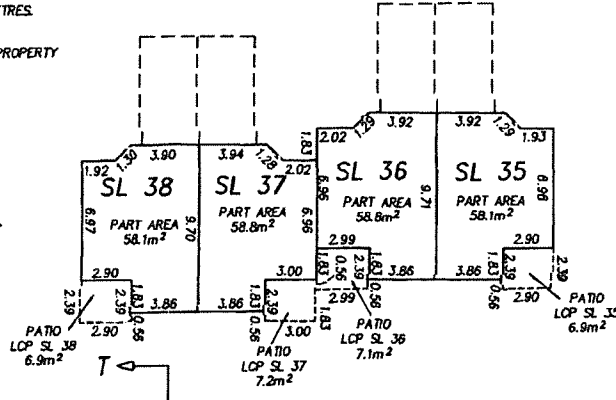


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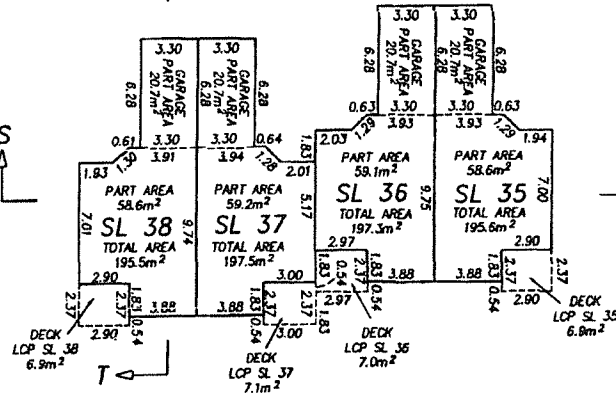
SL STRATA LOT  
LCP LIMITED COMMON PROPERTY  
m<sup>2</sup> SQUARE METRES



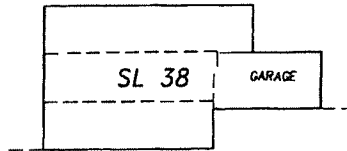
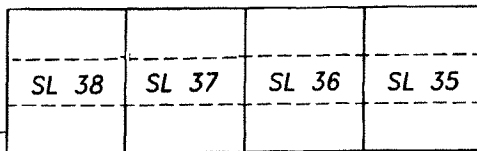
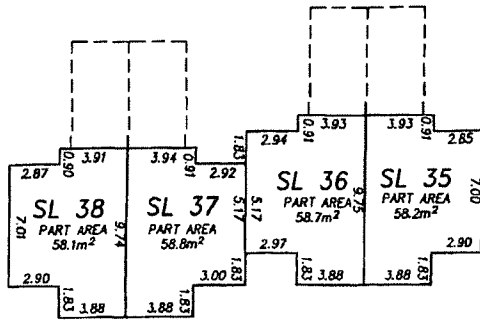
LOWER LEVEL



MAIN LEVEL



UPPER LEVEL

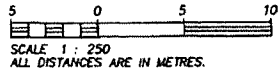


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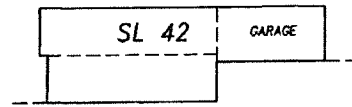
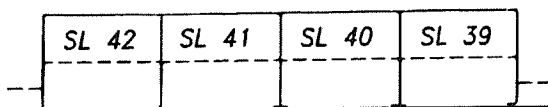
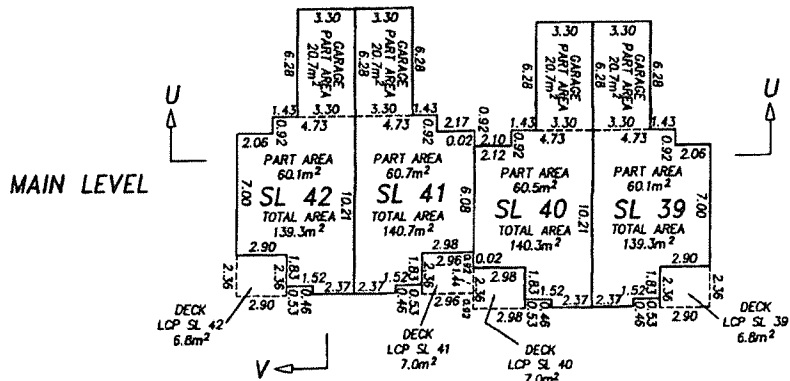
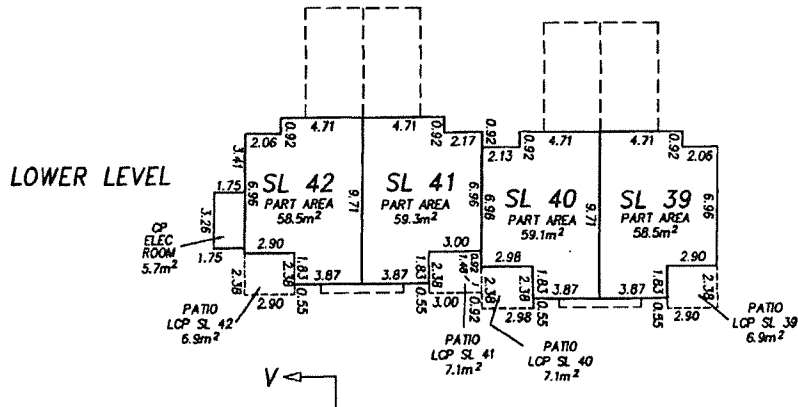
Date : SEPTEMBER 21st, 1998, *[Signature]* B.C.L.S.

STRATA PLAN KAS 2122  
PHASE 1

FLOOR PLANS  
STRATA LOTS 39, 40, 41 and 42.



SL STRATA LOT  
LCP LIMITED COMMON PROPERTY  
m<sup>2</sup> SQUARE METRES



171P1-3.dwg  
973-171

Date : SEPTEMBER 21st, 1998, *[Signature]* B.C.L.S.





STRATA PLAN KAS 2122  
PHASE 1

CONDOMINIUM ACT

STRATA LOT	SHEET	FORM 1	FORM 2	FORM 3	CIVIC ADDRESS
		Schedule of Unit Entitlement	Schedule of Interest upon Destruction	Number of Votes	
1	1, 2, 3	1691	150	1	# 1 - 1920 Hugh Allan Drive, Kamloops, BC
2	1, 2, 3	1709	150	1	# 2 - " " " " " "
3	1, 2, 3	1710	150	1	# 3 - " " " " " "
4	1, 2, 3	1693	150	1	# 4 - " " " " " "
5	1, 2, 4	1446	140	1	# 5 - " " " " " "
6	1, 2, 4	1464	140	1	# 7 - " " " " " "
7	1, 2, 4	1464	140	1	# 9 - " " " " " "
8	1, 2, 4	1446	140	1	# 11 - " " " " " "
9	1, 2, 5	1445	140	1	# 13 - " " " " " "
10	1, 2, 5	1466	140	1	# 15 - " " " " " "
11	1, 2, 5	1468	140	1	# 17 - " " " " " "
12	1, 2, 5	1446	140	1	# 19 - " " " " " "
13	1, 2, 6	1448	140	1	# 21 - " " " " " "
14	1, 2, 6	1464	140	1	# 23 - " " " " " "
15	1, 2, 6	1464	140	1	# 25 - " " " " " "
16	1, 2, 6	1447	140	1	# 27 - " " " " " "
17	1, 2, 7	1654	150	1	# 32 - " " " " " "
18	1, 2, 7	1654	150	1	# 30 - " " " " " "
19	1, 2, 8	1654	150	1	# 28 - " " " " " "
20	1, 2, 8	1678	150	1	# 26 - " " " " " "
21	1, 2, 8	1679	150	1	# 24 - " " " " " "
22	1, 2, 8	1654	150	1	# 22 - " " " " " "
23	1, 2, 9	1676	150	1	# 20 - " " " " " "
24	1, 2, 9	1692	150	1	# 18 - " " " " " "
25	1, 2, 9	1692	150	1	# 16 - " " " " " "
26	1, 2, 9	1675	150	1	# 14 - " " " " " "
27	1, 2, 10	1686	150	1	# 12 - " " " " " "
28	1, 2, 10	1695	150	1	# 10 - " " " " " "
29	1, 2, 10	1697	150	1	# 8 - " " " " " "
30	1, 2, 10	1678	150	1	# 6 - " " " " " "
31	1, 2, 11	1651	150	1	# 86 - " " " " " "
32	1, 2, 11	1677	150	1	# 84 - " " " " " "
33	1, 2, 11	1674	150	1	# 82 - " " " " " "
34	1, 2, 11	1652	150	1	# 80 - " " " " " "
35	1, 2, 12	1749	150	1	# 79 - " " " " " "
36	1, 2, 12	1766	150	1	# 81 - " " " " " "
37	1, 2, 12	1768	150	1	# 83 - " " " " " "
38	1, 2, 12	1748	150	1	# 85 - " " " " " "
39	1, 2, 13	1186	140	1	# 87 - " " " " " "
40	1, 2, 13	1196	140	1	# 88 - " " " " " "
41	1, 2, 13	1200	140	1	# 89 - " " " " " "
42	1, 2, 13	1186	140	1	# 90 - " " " " " "
TOTAL		66188	6140	42	

PHASE 1

STATUTORY DECLARATION

1/We the undersigned, do solemnly declare that:  
(1) I/We the undersigned am/are the Owner  
- Developer

(2) This Strata Plan is entirely for Residential use.  
I/We make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under Oath.

Accepted as to Forms 1, 2 & 3 this 6 day of January, 1998

*[Signature]*  
Superintendent of Real Estate

*[Signature]* CURT SCHLOSSER

*[Signature]* BRUCE TATE

Authorized Signatory  
FRASERVUE DEVELOPMENT (KAM) CORPORATION  
( Inc. No. 342661 )

Dated this 14th day of October, 1998

Declared before me at Kamloops in the Province of British Columbia, this 14th day of October, 1998.

*[Signature]*  
A Commissioner for taking Affidavits within the Province of British Columbia  
ROBERT C. ADKIN

97-56

*Strata Property Act*

FORM I

AMENDMENT TO BYLAWS

(Section 128)

The Owners, Strata Plan KAS2122 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 October 14, 2022\*:

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

1. Paragraph 1 is deleted and replaced with the following:

**Payment of Strata Fees**

- a. An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- b. If an owner fails to pay the owner's strata fees on time, the owner must pay interest on the arrears at the rate of 10 per cent (10%) per annum compounded annually and calculated on a monthly basis from the date the payment was due and continuing until the last day of the month in which it is paid, and the interest shall form part of the owner's strata fees.
- c. If, when an owner pays strata fees, the owner owes money to the strata corporation for a fine, or for the reasonable costs of remedying a contravention of the bylaws or rules, the strata corporation must apply that owner's payment to the amount outstanding in the following order:
  - i. firstly, to a fine,
  - ii. secondly, to costs to remedy a contravention, and
  - ii. thirdly, to strata fees.

2. **Use of Property** - Paragraph 3 is amended as follows:

Paragraph 3(4) is deleted and replaced with the following:

- 3(4) Except as allowed by the written permission of the strata corporation, an owner, tenant or occupant shall not keep any pets on a strata lot other than the following:

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



- 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. a total of 2 domestic animals being cats or dogs.

**Paragraph 3 is further amended to add the following:**

- (5) 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 the consent of the owner, or tenant of the other strata lot;
- (6) 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) metres in length, and the dog or cat is under the effective control of an adult responsible for that dog or cat.
- (7) No owner, tenant, occupant or visitor shall allow a dog or cat to cause unreasonable noise.
- (8) 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 faeces on the common property, or on a common asset, or on any strata lot, immediately remove the faeces deposited by the dog or cat.
- (9) No owner shall permit his or her strata lot to be occupied by more than 6 persons on a regular basis without the express written consent of the strata corporation.
- (10) No owner shall construct any fence or fences on the common property or limited common property without the express written consent of the strata corporation.
- (11) Owners shall obtain written approval from the strata corporation prior to the installation of any satellite dish or dishes.
- (12) Each owner shall dispose of any garbage from the owner's strata lot only in the garbage receptacles provided by the strata corporation.
- (13) No owner, tenant or occupant shall install, or permit any guest, agent or invitee to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or color from those originally installed, except with the written permission of the strata council.
- (14) 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.

- (15) Any damage or vandalism caused by an owner or the 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.
- (16) Any damage or damages to a strata lot or to the common property caused by the wilful 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.
- (17) 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 a claim.
- (18) No unlicensed or inoperable vehicle or vehicles shall be parked or stored on common property.
- (19) No boats or recreational vehicles will be stored on site unless they are completely contained within the enclosed garage for the strata lot.
- (20) The owner of an individual Strata Lot will be responsible for the repair, maintenance and replacement (including seasonal filter change and seasonal maintenance) of the air conditioning and/or the heating units which serve their Strata Lot.
- (21) **No Cannabis Cultivation / Production**

Notwithstanding any other bylaw or rule of the Strata Corporation and despite any legalization or decriminalization; cannabis production within a Unit or Strata Lot has the potential to cause disturbing odors, mold proliferation and/or other risks and liability concerns. Therefore, cultivation (growing) of cannabis plants, and/or processing or production of cannabis products is prohibited within the boundaries of the strata development including, but not limited to, each Unit or Strata Lot, all limited common property including patios, decks and balconies and all common property within the boundaries of the strata plan.

3. Division 3 – (Council) is amended by adding the following paragraphs following Paragraph 22:

- 22.a No person shall be entitled to vote on behalf of a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under Section 116(1).

- 22.b No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against the strata lot under Section 116(1).
4. Division 4 – (Enforcement of Bylaws and Rules) is amended by adding the following paragraphs:
1. Paragraphs 23 and 24 are replaced by the following paragraph to be numbered Paragraph 23:
    23. The strata corporation may fine an owner or tenant a maximum of:
      - a. \$200.00 for each contravention of a bylaw; and
      - b. \$50.00 for each contravention of a rule; and
      - c. If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.
  2. A new Paragraph 24 is added as follows:
    24. The strata corporation may sue an owner or other person in proceedings under the Small Claims Act (British Columbia) as such Act may be amended from time to time, to collect money owing to the strata corporation, including money owing as a fine, without the necessity of first passing a resolution at an Annual or Special General Meeting to authorize the proceedings.

Date: October 14, 2022.

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Signature of Council Member – Curtis Schlosser

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

**STRATA CORPORATION KAS 2122  
PINEVIEW HEIGHTS  
INTERIM BUDGET**

	<u>2023 Budget</u>
<b>INCOME</b>	
Strata Fees	134,000
Interest	
<b>TOTAL INCOME</b>	<b>134,000</b>
<b>EXPENSES</b>	
Bank Charges	450
Caretaker	6,000
Fire Hydrant Maintenance	115
Garbage	4,000
Insurance	31,500
Janitorial	3,500
Landscape Contract	11,000
Landscape Sprinklers	500
Meetings	200
Property Management	13,230
Parking Lot Maintenance	3,500
Repairs and Maintenance	
- Windows	2,500
- Fencing	2,000
- Electrical	1,500
- Roofing	2,000
- Misc.	5,000
Signs	500
Snow Removal	8,773
Stationary & Postage	200
Statutory Audit	263
Utilities - Hydro	750
Utilities - Water & Sewer	<u>24,337</u>
<b>TOTAL EXPENSE</b>	<b>121,818</b>
Contingency Fund Allocation	12,182
<b>NET INCOME</b>	<b>0</b>

Strata Corporation KAS 2122  
Pineview Hights  
Proposed Strata Fees

Unit	Strata Lot	Unit Entitlement	Starting January 2023		
			Proposed Fees	Operating Portion	CRF Portion
1	1	1691	285.29	259.35	25.94
2	2	1709	288.33	262.12	26.21
3	3	1710	288.50	262.27	26.23
4	4	1693	285.63	259.66	25.97
5	5	1446	243.96	221.78	22.18
7	6	1464	246.99	224.54	22.45
9	7	1464	246.99	224.54	22.45
11	8	1446	243.96	221.78	22.18
13	9	1445	243.79	221.63	22.16
15	10	1466	247.33	224.85	22.48
17	11	1468	247.67	225.15	22.52
19	12	1446	243.96	221.78	22.18
21	13	1448	244.29	222.09	22.21
23	14	1464	246.99	224.54	22.45
25	15	1464	246.99	224.54	22.45
27	16	1447	244.13	221.93	22.19
32	17	1654	279.05	253.68	25.37
30	18	1654	279.05	253.68	25.37
28	19	1654	279.05	253.68	25.37
26	20	1678	283.10	257.36	25.74
24	21	1679	283.27	257.51	25.75
22	22	1654	279.05	253.68	25.37
20	23	1676	282.76	257.05	25.71
18	24	1692	285.46	259.51	25.95
16	25	1692	285.46	259.51	25.95
14	26	1675	282.59	256.90	25.69
12	27	1686	284.45	258.59	25.86
10	28	1695	285.97	259.97	26.00
8	29	1697	286.30	260.28	26.03
6	30	1678	283.10	257.36	25.74
86	31	1651	278.54	253.22	25.32
84	32	1677	282.93	257.21	25.72
82	33	1674	282.42	256.75	25.68
80	34	1652	278.71	253.37	25.34
79	35	1749	295.08	268.25	26.83
81	36	1766	297.94	270.86	27.09
83	37	1768	298.28	271.16	27.12
85	38	1748	294.91	268.10	26.81
87	39	1186	200.09	181.90	18.19
88	40	1196	201.78	183.43	18.34
89	41	1200	202.45	184.05	18.41
90	42	1186	200.09	181.90	18.19
		<b>66188</b>	<b>11,166.67</b>	<b>10,151.50</b>	<b>1,015.17</b>

134,000.00  
11,166.67

12,182.00  
1,015.17

AGENCY AGREEMENT

THIS AGREEMENT dated for reference as of the \_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

**THE OWNERS, STRATA PLAN KAS 2122 – PINEVIEW HEIGHTS** a Strata Corporation constituted under the laws of British Columbia and having its address at 1920 Hugh Allan Drive, Kamloops, BC V1S 1Y5.

(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

--	--

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;

INITIALS	
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

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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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### 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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- 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, are voted on at the Annual General Meeting for the Strata Corporation and agreed to at the meeting.

INITIALS	
AGENT	STRATA

EXECUTED ON BEHALF OF THE )  
OWNERS, STRATA PLAN KAS 2122 – PINEVIEW )  
HEIGHTS, 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\_\_ )

INITIALS  
AGENT      STRATA

**SCHEDULE A**

1. Clause 2 Commencement Date: \_\_\_\_\_, 2022
2. Clause 3.12 Fee for providing payroll services: N/A
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: \$1,008.00 per month (plus applicable taxes) payable on the 1<sup>st</sup> day of each month - based on 42 units, equal to \$24.00 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.

**NOTE: All Fees to include applicable taxes.**

INITIALS	
AGENT	STRATA



**SCHEDULE B**  
**Special Terms and Amendments**

- 1. Clause 3.16 Annual fee for the statutory review of books: \$250.00 plus GST
- 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: \$55.00 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 \_\_\_\_\_

**NOTE: All Fees to include applicable taxes.**

INITIALS	
AGENT	STRATA

**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.

INITIALS	
AGENT	STRATA

**Strata Property Act**

**FORM J**  
**RENTAL DISCLOSURE STATEMENT**  
*(Section 139)*

Re: Strata Plan KAS2122, being a strata plan of:

(PID)

(LEGAL DESCRIPTION)

STRATA LOTS 1 TO 42, inclusive, SEC 35 TP 19 RGE 18 W6M KDYD  
 STRATA PLAN KAS2122

COMMON PROPERTY, STRATA PLAN KAS2122

This Rental Disclosure Statement is:

- the first Rental Disclosure Statement filed in relation to the above-noted strata plan
- a changed Rental Disclosure Statement filed under section 139(4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in relation to the above-noted strata plan was filed on \_\_\_\_\_, and,

1. The development described above includes 42 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 the strata plan)</i>	Date Rental Period Expires <i>(specify a date – “indefinitely” or timing related to an event is not acceptable)*</i>
Strata Lots 1 to 42, inclusive	December 31, 2072

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

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 \_\_\_\_\_ residential strata lots, as described below, until the date set out opposite each strata lot’s description.

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

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

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

Date: \_\_\_\_\_, 2022.

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Signature of Owner/Developer

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

**EXHIBIT "G"**

**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 REALTOR® 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**

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 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 (e.g. 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 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. 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. Section 5-9 of the 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 Realtors with whom the Seller or the Buyer has an agency relationship should be listed. If additional space is required, list the additional Realtors on a Contract of Purchase and Sale Addendum.

## 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: _____
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### PROPERTY:

UNIT NO. \_\_\_\_\_ ADDRESS OF PROPERTY \_\_\_\_\_

CITY/TOWN/MUNICIPALITY \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

Kamloops, BC

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.

INITIALS 

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PROPERTY ADDRESS

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

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*.

INITIALS 

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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 SEE ATTACHED ADDENDUM m. on \_\_\_\_\_, yr. \_\_\_\_\_ (Possession Date) OR, subject to the following existing tenancies, if any:  
Nil
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:

**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, 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.
11. **A. 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) declarations regarding the Speculation and Vacancy Tax for residential properties located in jurisdictions where such tax is imposed, if requested by the Buyer's Conveyancer, and 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*.

INITIALS

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## PROPERTY ADDRESS

- 11. B. 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 "REALTOR®(s)") described in Section 21, the real estate boards of which those Brokerages and REALTOR®s 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:
- for all purposes consistent with the transaction contemplated herein;
  - if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

INITIALS 

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PROPERTY ADDRESS

- 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):

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)/REALTOR®(s)*) who is/are licensed in relation to \_\_\_\_\_ (*Brokerage*).

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)/REALTOR®(s)*) who is/are licensed in relation to \_\_\_\_\_ (*Brokerage*).

INITIALS	

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)/REALTOR®(s)*) who is/are licensed in relation to \_\_\_\_\_ (*Brokerage*), having signed a dual agency agreement with such Designated Agent(s)/REALTOR®(s) dated \_\_\_\_\_.

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.

INITIALS	

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.

INITIALS 

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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.

WITNESS X BUYER SEAL PRINT NAME
WITNESS X 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.

WITNESS X SELLER SEAL PRINT NAME
WITNESS X SELLER SEAL PRINT NAME

PINEVIEW HEIGHTS

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:

FRASERVIEW DEVELOPMENT (KAM) CORPORATION

("Seller")

AND:

\_\_\_\_\_  
\_\_\_\_\_

("Buyer(s)")

for Strata Lot \_\_\_\_\_, located at 1920 Hugh Allan 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").

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**

GST is not applicable with respect to the purchase of a Strata Lot/Unit as the Units are used housing.

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.

5. **EXTRAS**

Excluded – Not Applicable.

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**

Excluded – Not Applicable.

8. **FIRE AND LIABILITY INSURANCE**

This development is a building strata. The Purchaser, 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\_\_\_\_\_.

**FRASERVIEW DEVELOPMENT (KAM) CORPORATION**

Per:

\_\_\_\_\_  
Director

SIGNED SEALED AND DELIVERED by the Buyers )  
 in the presence of: )  
 )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 (as to both signatures) )

\_\_\_\_\_  
**Buyer**

\_\_\_\_\_  
**Buyer**

**PINEVIEW HEIGHTS**  
**(Strata Plan KAS2122)**

**DISCLOSURE STATEMENT FIRST AMENDMENT**

Date of Disclosure Statement: November 1, 2022  
Date of any prior Amendments: Nil  
Date of this Amendment: February 6, 2023  
Name of Development: PINEVIEW HEIGHTS (Strata Plan KAS2122)  
Name of Developer: FRASERVIEW DEVELOPMENT (KAM) 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)



The Disclosure Statement dated November 1, 2022 for the subject development is amended as follows:

## 5. CONSTRUCTION AND WARRANTIES

Paragraph 5.3 is amended by deleting the following paragraph (as struck out) to correct an error regarding the roof replacement:

~~5.3 **Previously Occupied Building:** All of the Units in the Development have been previously occupied. The Development was constructed in 1998. Roof replacement for the Development was completed approximately 8 years ago. Furnaces and Hot Water Tanks will be inspected and replaced if not operating properly. Strata common areas such as asphalt and wood screening for garbage enclosures will be replaced or repaired as required. The Developer has reviewed the Development and assessed it to determine its current state.~~

and is replaced by the following paragraph as marked in underline:

5.3 **Previously Occupied Building:** All of the Units in the Development have been previously occupied. The Development was constructed in 1998. Furnaces and Hot Water Tanks will be inspected and replaced if not operating properly. Strata common areas such as asphalt and wood screening for garbage enclosures will be replaced or repaired as required. The Developer has reviewed the Development and assessed it to determine its current state.

Roofs replacement for the Development has not been undertaken by the Developer. The Roofs are original to the Development and will require replacement at some time in the future. Due to this, the Developer has paid to the Strata Corporation's contingency reserve fund (see Paragraph 3.8 – Budget in the original Disclosure Statement dated November 1, 2022) an additional sum of \$124,440.00 which is to be used for Roof replacement when required.

## 7.4 Other Material Facts

Paragraph 7.4 is amended to add the following as marked in underline:

(f) **Contingency Reserve Fund – Payments by Developer to Columbia Property Management as Strata Manager for the Development:**

(i) the Developer has deposited to the Strata Corporation's contingency reserve fund the sum of \$36,545.40 to fund the required initial 5% and the 25% minimum contribution to the contingency reserve fund ("CRF") to be contributed by the Developer in accordance with the *Estimated Operating Budget* (see Paragraph 3.8 – Budget and Exhibit "D" to the original Disclosure Statement dated November 1, 2022) as follows:

<u>Estimated Operating Budget (per Exhibit "D" of Disclosure Statement)</u>	<u>\$121,818.00</u>
<u>5% Initial CRF Injection</u>	<u>\$6,090.90</u>
<u>25% Initial CRF Injection (per Regulations – length of registration of strata plan)</u>	<u>\$30,454.50</u>
<u>Total Initial CRF Injection Funding by Developer</u>	<u>\$36,545.40</u>

(ii) the Developer has deposited to the Strata Corporation's contingency reserve fund an additional sum of \$124,440.00.

Unless otherwise indicated in this First Amendment to the Disclosure Statement, all of other terms of the Disclosure Statement and/or the First Amendment to Disclosure Statement remain in full force and effect.

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**DEEMED RELIANCE**

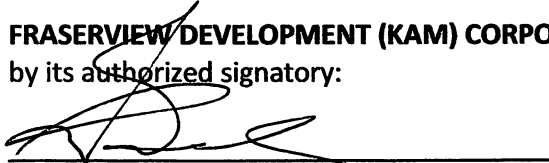
**SECTION 22 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT* PROVIDES THAT EVERY PURCHASER WHO IS ENTITLED TO RECEIVE THIS DISCLOSURE STATEMENT IS DEEMED TO HAVE RELIED ON ANY FALSE OR MISLEADING STATEMENT OF A MATERIAL FACT CONTAINED IN THIS DISCLOSURE STATEMENT, IF ANY, AND ANY OMISSION TO STATE A MATERIAL 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**

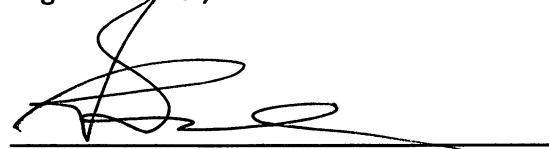
**The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 6 day of February, 2023.**

**FRASERVIEW DEVELOPMENT (KAM) CORPORATION**


by its authorized signatory:



Roger Schlosser, President



Roger Schlosser - Director



Curtis George Schlosser - Director

**PINEVIEW HEIGHTS**  
**(Strata Plan KAS2122)**

**DISCLOSURE STATEMENT SECOND AMENDMENT**

Date of Disclosure Statement: November 1, 2022  
Date of any prior Amendments: February 6, 2023  
Date of this Amendment: February 23, 2023  
Name of Development: PINEVIEW HEIGHTS (Strata Plan KAS2122)  
Name of Developer: FRASERVIEW DEVELOPMENT (KAM) 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 REGISTERED STRATA DEVELOPMENT. 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)

The Disclosure Statement dated November 1, 2022 and the First Amendment to Disclosure Statement dated February 6, 2023 for the subject development are amended as follows:

### 3. STRATA INFORMATION

Paragraph 3.8 in the Disclosure Statement is deleted in its entirety and is replaced and should read as follows:

- 3.8 **Budget:** Each Strata Lot owner will be responsible for the payment of property taxes, hydro, telephone, internet, cable or satellite TV, and contents and liability insurance for their residence.

The Strata Corporation shall be responsible for the payment for those items which are set out in the proposed **ESTIMATED OPERATING BUDGET** attached hereto as **Exhibit "D"**. The estimated operating budget of the Strata Corporation is for the first twelve months of operation after the conveyance of the first Strata Lot. The Developer will pay the actual expenses of the Strata Corporation up to and including the end of the month in which the first Strata Lot is conveyed to a purchaser.

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 Developer's best estimates only and may change substantially from year to year.

#### Contingency Reserve Fund

In accordance with the *Strata Property Act*, the Developer will establish 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. The minimum contribution by the Developer to the fund will be 25% of the estimated operating expenses set out in the **Estimated Operating Budget** as set out in **Exhibit "D"**.

The **Estimated Operating Budget** includes a contingency reserve fund amount equal to 10% of the estimated operating expenses. The contingency reserve fund is required to be at least 10% each year until the contingency reserve fund is at least equal to 25% of the estimated operating expense, at which time the Strata Corporation may approve a different amount.

### 7. MISCELLANEOUS

#### 7.4 Other Material Facts

Paragraph 7.4(f) in the First Amendment to Disclosure Statement is deleted in its entirety and is replaced and should read as follows:

- (f) **Contingency Reserve Fund – Payments by Developer** to Columbia Property Management as Strata Manager for the Development:

- (i) the Developer has deposited to the Strata Corporation's contingency reserve fund the sum of \$30,454.50 to fund the required 25% minimum contribution to the contingency reserve fund ("CRF") to be contributed by the Developer in accordance with the *Estimated* Operating Budget (see amended Paragraph 3.8 above in this Second Amendment to Disclosure Statement) as follows:

<i>Estimated</i> Operating Budget (per Exhibit "D" of Disclosure Statement)	\$121,818.00	
25% Initial CRF Injection (per Regulations – length of registration of strata plan)		\$30,454.50
Total Initial CRF Injection Funding by Developer		<hr/> \$30,454.50

- (ii) the Developer has deposited to the Strata Corporation's contingency reserve fund an additional sum of \$124,440.00 (see amended Paragraph 5.3 of the First Amendment to Disclosure Statement).

Unless otherwise indicated all of other terms of the Disclosure Statement and/or the First Amendment to Disclosure Statement and/or the Second Amendment to Disclosure Statement remain in full force and effect.

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**DEEMED RELIANCE**

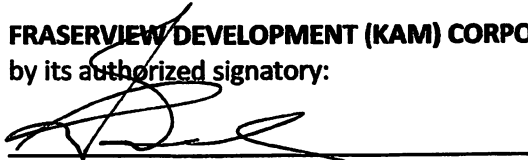
**SECTION 22 OF THE REAL ESTATE DEVELOPMENT MARKETING ACT PROVIDES THAT EVERY PURCHASER WHO IS ENTITLED TO RECEIVE THIS DISCLOSURE STATEMENT IS DEEMED TO HAVE RELIED ON ANY FALSE OR MISLEADING STATEMENT OF A MATERIAL FACT CONTAINED IN THIS DISCLOSURE STATEMENT, IF ANY, AND ANY OMISSION TO STATE A MATERIAL 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**

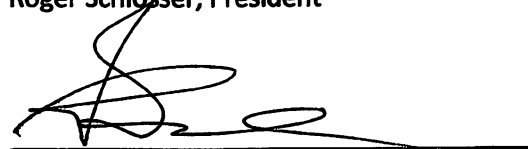
**The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 23 day of February, 2023.**

**FRASERVIEW DEVELOPMENT (KAM) CORPORATION**

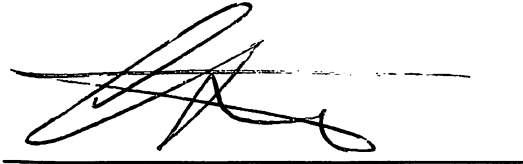
by its authorized signatory:



Roger Schlosser, President



Roger Schlosser - Director



Curtis George Schlosser - Director