

## SKAHA LAKE TOWERS

### SECOND CONSOLIDATED DISCLOSURE STATEMENT

Date of this Second Consolidated Disclosure Statement: September 8, 2022  
Date of Original Disclosure Statement: March 23, 2017  
Date of First Amendment to the Original Disclosure Statement: January 2, 2019  
Date of Second Amendment to the Original Disclosure Statement: October 15, 2019  
Date of First Consolidated Disclosure Statement: October 15, 2019  
Date of First Amendment to the First Consolidated Disclosure Statement: August 4, 2020  
Date of Second Amendment to the First Consolidated Disclosure Statement: September 8, 2022

This Disclosure Statement relates to an offering by Star-Line Enterprises Ltd. (the “Developer” for the sale of 98 strata lots (the “Offered Lots”) comprising phase three of a three phase strata development known as “Skaha Lake Towers” (the “Development”) to be constructed on the land located at 3362 Skaha Lake Road, Penticton, British Columbia.

#### DEVELOPER:

Name: Star-Line Enterprises Ltd.  
Address for Service and 400-275 Lawrence Avenue  
Business Address: Kelowna, British Columbia, V1Y 6L2

#### AGENT OF DEVELOPER:

Name: Philip\*, Diane\*, and Stephen\* Fox  
Re/Max Penticton Realty  
Address for Service and Business Address: 101 - 3115 Skaha Lake Road  
Penticton, BC V2A 6G5  
\* Services offered by professional real estate corporations

#### MARKETING:

The Developer reserves the right to market the Offered Lots itself. Any employees of the Developer who market the Offered Lots on behalf of the Developer are not licensed under the *Real Estate Services Act* and are not acting on behalf of the purchaser.

		Initial
<b>This Consolidated Disclosure Statement Amendment relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchaser agreement. That information has been drawn to the attention of:</b>		
<b>Name:</b> _____	<b>Name:</b> _____	
<b>Who have confirmed that fact by initialling in the space provided here:</b>		

### **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 this Disclosure Statement or whether this 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.**

**This is a Consolidated Disclosure Statement filed pursuant to the *Real Estate Development Marketing Act*, combining the Disclosure Statement dated March 23, 2017, the First Disclosure Statement Amendment dated January 2, 2019, the Second Disclosure Statement Amendment and Consolidated Disclosure Statement dated October 15, 2019, the First Amendment to the Consolidated Disclosure Statement dated August 4, 2020 and the Second Amendment to the Consolidated Disclosure Statement dated September 8, 2022.**

### **RIGHT OF RESCISSION**

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

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

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

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

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## 1. THE DEVELOPER

### 1.1 Particulars of Incorporation

The Developer is a company formed by way of amalgamation under the laws of British Columbia among Star-Line Enterprises Ltd (Inc. No. BC0296952) and Athens Creek Developments Ltd. (Inc. No. BC0404120) on November 1, 2010 under Incorporation No. BC0894270.

### 1.2 Purpose of Incorporation

The Developer was formed specifically in order to acquire, own, develop and market various development properties including the Development. The Developer does have assets other than the Development property.

### 1.3 Registered and Records Office

The registered and records office of the Developer is 400 -275 Lawrence Avenue, Kelowna, British Columbia V1Y 6L2.

### 1.4 Directors

The directors of the Developer are Anthony Vant Geloof, Joan Vant Geloof, John Anthony Vant Geloof and William Vant Geloof.

### 1.5 Background of Developer

#### *Experience*

The following is a description of the nature and extent of the experience that the Developer and the directors and officers of the Developer have in the real estate development industry:

- (i) The Developer, together with its predecessor company prior to amalgamation, has extensive experience in the field of real estate development, particularly in relation to developing, and marketing to the public, townhome and condominium style strata developments. The Developer was formed by way of amalgamation on November 1, 2010, and its predecessor company, also named Star-Line Enterprises Ltd., was incorporated for the purposes of real estate development, on August 26, 1985.
- (ii) Anthony and Joan Vant Geloof have been involved in the real estate development industry for approximately 40 years and have knowledge and experience in all aspects of the development process, from implementation of the design concept to the municipal approval and zoning process, to management of sub-trades and overseeing the completion of construction through to occupancy. John Anthony Vant

Geloof and William Vant Geloof have also been involved in the construction and development industry in a similar capacity for over 25 years. Each director and officer of the Developer has extensive experience in townhome and condominium style strata developments.

### *Regulatory Proceedings*

- (iii) To the best of the Developer's knowledge, neither the Developer, nor any principal holder of the Developer, nor any director or officer of the Developer, or any principal holder of the Developer, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (iv) To the best of the Developer's knowledge, neither the Developer, nor any principal holder of the Developer, nor any director or officer of the Developer or any principal holder of the Developer, within the last five years before the date of the Developer's declaration attached to this Disclosure Statement, has been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency and has not been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that person.
- (v) To the best of the Developer's knowledge, no principal holder of the Developer or director, officer or principal holder of the Developer, within the five years prior to the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:
  - A. 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
  - B. was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

## 1.6 Conflicts of Interest

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

## 2. **GENERAL DESCRIPTION**

### 2.1 General Description of the Development

#### (a) *The Development*

The Development is located at 3346, 3362 and 3388 Skaha Lake Road, Penticton, British Columbia. The legal description of the lands on which the Development will be situated is set forth in section 4.1 of this Disclosure Statement. The Development will consist of 264 residential strata lots (the "Strata Lots").

#### (b) *General Description of the Strata Lots and Offering for Sale*

The Phase 1 ("Phase 1") and Phase 2 ("Phase 2") of the development have been completed. Phase 1 comprises a 12-storey steel and concrete building, and Phase 2 comprises a 14-storey steel and concrete building. The Offered Lots will be constructed in a 14-storey steel and concrete building and ground floor garden apartments.

All of the 166 Strata Lots in Phase 1 and Phase 2 have been completed and sold to purchasers. In this Disclosure Statement the Developer is currently only offering for sale the Offered Lots which are all 98 Strata Lots in Phase 3 of the Development.

Each Strata Lot will be a separate Strata Lot and will be owned individually. The Developer reserves the right to alter the type of Strata Lots, join and/or divide any of the Strata Lots such that the number of Strata Lots may vary. In addition, the Developer reserves the right to change the civic address(es) for the Development and the Strata Lots. As a consequence of any such changes, the unit and strata lot numbers assigned to any of the Strata Lots may be adjusted.

#### (c) *The Strata Plans*

Attached as Exhibit A to this Disclosure Statement is the current registered Strata Plan for Phases 1 and 2, including any amendments thereto. Also attached as part of Exhibit A is the Preliminary Strata Plan for Phase 3 showing the proposed layout, areas and location of the Offered Lots.

The actual layout, areas, dimensions and location of the Offered Lots as constructed may vary slightly from what is depicted on the Preliminary Strata Plan for Phase 3.

## 2.2 Permitted Use

Zoning Bylaw No. 2011-23 (the “Zoning Bylaw”), which was enacted by the Corporation of the City of Penticton (the “City”) and came into effect on September 1, 2011, as amended, provides that the zoning applicable to the Development is CD5 [Comprehensive Development (3388 Skaha Lake Road)], which provides for the comprehensive development of three residential towers with ground floor garden apartments on the Development property. Permitted uses include apartment, congregate housing, day care centre (minor), day care centre (major), extended care residence, minor home occupation, vacation rental and accessory use, building or structure. Other than in relation to the foregoing, the applicable zoning does not permit any Offered Lot to be used for commercial or other purposes not ancillary to residential purposes.

The City of Penticton Planning Department is responsible for zoning. They can be contacted at the following address and telephone number: 171 Main Street, Penticton, BC V2A 5A9, Telephone: 250-490-2400 and Fax: 250-490-2402. The Zoning Bylaw can be found at the following website:

<http://www.penticton.ca/EN/main/city/bylaws/land-use.html>

## 2.3 Phasing

The Development is a phased strata development under the Strata Property Act of British Columbia (the “Strata Property Act”). A phased strata development is a development that is completed in parts (phases) and all completed parts become one strata corporation upon the registration of the strata plan for each successive phase (the final strata plan for each Phase of the Development is each a “Strata Plan”). The Developer currently intends for the Development to consist of three phases containing a total of 264 Strata Lots. The number of Strata Lots in each phase will be as follows:

Phase	Number of Strata Lots
1	75
2	91
3	98
Total	264

In order to construct the Development in phases the Developer required approval from the Approving Officer (the "Approving Officer") for the City. A copy of the Form P-Phased Strata Plan Declaration (the "Form P") with respect to the sequencing of the phasing for the Development was filed concurrently with the Strata Plan for Phase 1 on August 10, 2018 as filing CA6990494, and was later amended on October 31, 2019, and

again on August 24, 2022. The current filed Amended Form P is attached hereto as Exhibit B (the "Amended Form P").

The Amended Form P describes important aspects of the Development including the location, area and election date [the last date by which the Developer must choose whether to proceed with Phase 1, Phase 2 and Phase 3 (collectively the "Phases" and individually a "Phase")]. The Developer has completed Phases 1 and 2, and has elected to proceed with Phase 3. The Developer may alter its proposed phasing of the Development as set out on the Amended Form P. The Strata Plan for each Phase must comply with the Amended Form P. Any further changes to the Amended Form P will require the approval of the Approving Officer, in which case the Developer will circulate a further amendment to this Disclosure Statement. The Developer will comply with any requirements of the Approving Officer in connection with the phasing of the Development.

### **3. STRATA INFORMATION**

#### **3.1 Unit Entitlement**

The unit entitlement ("Unit Entitlement") of each Strata Lot is a figure indicating its share in the Common Property and assets of the Development and is also used to determine each Strata Lot owner's contribution to common expenses.

The Unit Entitlement of each Strata Lot is the habitable area, in square metres, of the Strata Lot, determined by a British Columbia land surveyor, rounded to the nearest whole number, as permitted under section 246(3)(a)(i) of the Strata Property Act. The proposed Schedule of Unit Entitlement for the Offered Lots, in Form V under the Strata Property Act, is attached to this Disclosure Statement as part of Exhibit C. Also attached as part of Exhibit C is the Form V for Phase 1 and Phase 2 which were filed concurrently with the Phase 1 and Phase 2 Strata Plans. The Form V for Phase 3 will be filed in the Land Title Office concurrently with the Strata Plan for Phase 3.

#### **3.2 Voting Rights**

Each Strata Lot will have one vote at meetings of the Strata Corporation [as defined in subsection 3.3(a)].

#### **3.3 Common Property and Facilities**

##### **(a) *Common Property***

Each purchaser will own his or her Strata Lot together with a proportionate share of all of the land and buildings located outside the individual Strata Lots but contained within the Strata Plans for the different Phases of the Development (collectively, the "Common Property"). The undivided share of the Common Property owned by each owner of a Strata Lot will be based on the Unit Entitlement of the Strata Lot.

The strata corporation (the “Strata Corporation”) was created on August 10, 2018 when the Strata Plan for Phase 1 was filed in the Land Title Office at which time the owners of the Strata Lots in Phase 1 became members of the Strata Corporation. All of the Strata Lot owners in Phase 2 became members of the Strata Corporation upon the filing of the strata plan for Phase 2, and all of the Strata Lots in Phase 3 of the Development will become members of the Strata Corporation upon the filing of the Strata Plan for Phase 3 in the Land Title Office. The Bylaws (as defined in section 3.5) provide that the Strata Corporation will be responsible for administering, maintaining and repairing the Common Property [except for certain Limited Common Property (as defined and described in section 3.4)].

The Common Property will include a portion of the grounds surrounding the buildings to the property line, lawns, gardens, trails, roads, an irrigation system, path lighting, a bicycle rack, a bicycle storage room, an entry monument sign, landscaped areas and other areas deemed appropriate by the Developer and (other than Limited Common Property) will be available for the use and enjoyment of all owners of the Strata Lots in the Development.

(b) *Common Facilities*

There will be no common facilities.

### 3.4 Limited Common Property

Limited common property ("Limited Common Property") is an area within the Common Property that is designated for the exclusive use of one or more Strata Lot owners. The Developer has designated on the Phase 1 and Phase 2 Strata Plans and will designate on the Phase 3 Strata Plan certain Common Property (namely; patios, decks, parking stalls and storage lockers) as Limited Common Property for use by the owners of the Strata Lots to which such Limited Common Property is shown to be appurtenant on the Strata Plans.

### 3.5 Bylaws

Strata corporations have bylaws that govern certain of the affairs of owners and strata corporations. Bylaws provide for the control, management, administration, use and enjoyment of the strata lots and the common property. The initial bylaws (the “**Bylaws**”) for the Development are those attached as Exhibit D and not the Schedule of Standard Bylaws attached to the *Strata Property Act*. Owners must comply with all Bylaws, including but not limited to:

- (a) Bylaws 3(3), (4) and (5) impose certain restrictions regarding pets;
- (b) Bylaw 3(6) imposes certain restrictions regarding rentals;
- (c) Bylaw 3 generally imposes certain restrictions on the use of Strata Lots, Common Property and Limited Common Property;

- (d) Bylaw 7.1 addresses indemnity and insurance requirements of owners;

Bylaw 30 provides that if the Developer owns an unsold Strata lot it may carry on sales functions that relate to its sale, including the posting of signs and the developer may use a Strata Lot, that the Developer owns or rents, as a display unit for the sale of other Strata Lots.

See the Bylaws attached as Exhibit D for more information regarding the foregoing.

### 3.6 Parking

Phase 1 of the Development includes 71 parking stalls for the owners of the Phase 1 Strata Lots, all of which have been designated as Limited Common Property for the Phase 1 Strata Lots. The location of the parking stalls are shown on the Strata Plan attached as part of Exhibit A. A further 4 parking stalls will be designated as Limited Common Property for Phase 1 Strata Lots concurrently with the filing of the Phase 3 Strata Plan, as shown on the Preliminary Strata Plan for Phase 3 attached as part of Exhibit A.

Phase 2 of the Development includes 129 parking stalls, all 129 of which parking stalls are located within a two level above ground parkade in the Phase 2 tower. 91 of the parking stalls in the parkade in Phase 2 are designated as Limited Common Property for the Phase 2 Strata Lots.

The remaining 35 parking stalls in the Phase 2 parkade (the "Leased Stalls") are Common Property and represent the amount by which the Developer overbuilt the Phase 2 parkade. The Leased Stalls are subject to a long term lease (the "Parking Facility Lease") over all of the Leased Stalls in favour of New Valley Homes Ltd. (the "Tenant") which is a company affiliated with the Developer. A copy of the Parking Facility Lease, which was registered over the Common Property of the Strata Plan under filing number CA8744173, is attached as Exhibit E to this Disclosure Statement.

It is intended that Phase 3 of the Development will include 75 parking stalls, which will be designated as Limited Common Property for the Offered Lots. As a result of some additional space on the Parking Facility Lease, as well as some additional space in the Phase 3 Common Property, 3 parking stalls will be created from an area that is half Leased Stall and half Limited Common Property. Strata Lots 186, 190 and 194 will each have a parking stall that is 50% Limited Common Property, and 50% a Leased Stall pursuant to the 999 year Parking Facility Lease. As a result, there will be 75 full sized Limited Common Property parking stalls available for the Offered Lots located in Phase 3, 35 full sized Leased Stalls, and 3 parking stalls that are half Leased Stalls and half Limited Common Property, for a total 113 parking stalls.

The Tenant may partially assign the balance of the Tenant's interest in the Parking Facility Lease to the owners or purchasers of Strata Lots in any phase of the Development selected by the Tenant in its sole discretion so that each of those selected owners or purchasers will be provided with the exclusive use of one or more of the individual Leased Stalls. The Developer expects that, as part of the sales program for

the Offered Lots, the Tenant will partially assign the Tenant's interest in the Parking Facility Lease so that the majority of the Leased Stalls will be made available for the purchasers of the Phase 3 Strata Lots for their exclusive use. The Tenant may, in its sole discretion, decide on the location of any Leased Stall which is the subject of a partial assignment of the Parking Facility Lease and the time within which the partial assignment is entered into with an owner or purchaser of a Strata Lot. The Tenant may decide, in its sole discretion, which Strata Lot owners or purchasers will be offered the partial assignments, the prices for the partial assignments and the terms on which the Leased Stalls will be offered to any Strata Lot owner. Until the Tenant has partially assigned all of the Leased Stalls the Tenant may retain and rent any or all of such unassigned Leased Stalls to any owner or occupant of a Strata Lot or their visitors for such duration and at such cost as the Tenant, in its sole discretion, shall decide without compensation to the owners of the Strata Lots or the Strata Corporation.

The Developer reserves the right, in its discretion, at the time of filing the final Phase 3 Strata Plan in the Land Title Office or prior to the next general meeting of the Strata Corporation pursuant to section 258 of the Strata Property Act, to designate individual parking stalls as Limited Common Property or to re-designate individual parking stalls as Limited Common Property in a manner that is different from that currently depicted on the preliminary Phase 3 Strata Plan.

An undetermined number of parking stalls may be designated as Common Property for use by disabled persons or as visitor parking stalls. Parking stalls will vary in size, shape and convenience of location, and some parking stalls may be partially obstructed by columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities.

### 3.7 Furnishings and Equipment

The following furnishings and equipment will be included in the purchase price of each Strata Lot unless otherwise indicated:

- One refrigerator
- One stove
- One microwave hood vent
- One dishwasher
- One washer/dryer
- Window coverings

The Developer may, in its sole discretion, offer additional furnishings and equipment to purchasers of Strata Lots at an additional cost.

### 3.8 Budget

#### (a) *Budgets*

At each annual general meeting of the Strata Corporation, the Strata Corporation will approve an annual budget. This budget will govern the affairs of the Strata Corporation until the next annual general meeting.

Attached as Exhibit F is the interim budget of estimated operating expenses of the Strata Corporation in respect of Phase 3 for the 12-month period commencing on the first day of the month following the date on which the Phase 3 Strata Plan is filed in the Land Title Office. The interim budget sets out the estimated monthly assessments for each of the Offered Lots during the said 12 month period. The interim budget is based on the annual budget that was approved by the Strata Corporation at its most recent general meeting and the proposed Unit Entitlement figures for the Offered Lots. This interim budget will govern the affairs of the Strata Corporation from the first day of the month following the date on which the Phase 3 Strata Plan is filed in the Land Title Office until the next general meeting of the Strata Corporation at which a new annual budget is approved, which budget may differ from the interim budget included as part of Exhibit F in this Disclosure Statement.

At each annual general meeting of the Strata Corporation it will approve a new annual budget for the following 12-month period. The monthly assessments for each such 12-month period will be calculated based on the approved budget and the actual Unit Entitlement for each Strata Lot. The annual budgets approved by the Strata Corporation, from time to time, will be based on prevailing figures at the times that the budgets are approved. Such figures may be higher than the figures set forth in the interim budget, including figures for items such as insurance premiums and taxes resulting in increases to the monthly strata fees.

#### (b) *Utility Expenses*

- (i) The Strata Corporation will pay for the cost of:
  - A. electricity and other utilities supplied to the Common Property;
  - B. water and sewer charges levied by the City in respect of the Common Property;
  - C. charges for water and sewer to each of the Strata Lots; and
  - D. garbage and recycling removal.

Such costs will be paid for by the Strata Corporation and will be prorated to all of the owners of the Strata Lots in accordance with their Unit Entitlement and included in each Strata Lot's monthly assessments.

- (ii) With the exception of those utilities listed in paragraph 3.8(b)(i) above, all utilities will be separately metered or assessed to each Strata Lot and will be the responsibility of each Strata Lot owner.
- (iii) In the future, the billing structure for those utilities and services listed in paragraph 3.8(b)(i) may change such that each owner will be billed separately for these charges. Likewise, the billing structure for those utilities that are currently separately metered or assessed to each Strata Lot as contemplated in paragraph 3.8(b)(ii) may change such that the Strata Corporation will be billed for these charges and the cost thereof will be prorated to all of the owners of the Strata Lots in accordance with their Unit Entitlement and included in each Strata Lot's monthly assessments.
- (iv) The Developer has made its best effort to estimate the rates and service delivery fees charged by the City and the various utility and service providers in preparing the interim budget attached hereto as Exhibit E to this Disclosure Statement. However, these rates and service delivery fees are subject to adjustments by the billing authority.

(c) *Property Taxes*

Each Strata Lot owner will be responsible for real property taxes for his or her Strata Lot together with a proportionate share of the property taxes levied in respect of the Common Property calculated based on the Unit Entitlement for the Strata Lot. Property taxes are levied by and payable to the City.

(d) *Contingency Reserve Fund*

Pursuant to the requirements of the *Strata Property Act* the Developer established, at the time of the first conveyance of a Strata Lot in Phase 1 to a purchaser, a contingency reserve fund for the Strata Corporation by making a one-time contribution to that fund equal to 5% of the estimated operating expenses set out in the interim budget for Phase 1. Likewise, prior to the first conveyance of a Strata Lot in each subsequent phase, the Developer will contribute to the contingency reserve fund an amount equal to 5% of the portion of the operating expenses set out in the interim budget that relates only to each such phase.

The *Strata Property Act* requires that if the amount of the contingency reserve fund at the time of the first annual general meeting is less than 25% of the total budgeted operating expenses for the 12 month period set out in the interim budget, then the annual contribution to the contingency reserve fund must be at least 10% of the budgeted operating expenses for the current fiscal year.

### 3.9 Utilities and Services

The Development will be serviced by a water system, electricity, gas, sewerage, fire protection, telephone, cable and road access.

Each purchaser of a Strata Lot will be responsible for the ongoing costs relating to electricity, gas, telephone, internet and cable services for his or her Strata Lot. Water and sewer charges will be as set out in paragraph 3.8(b)(i).

### 3.10 Strata Management Contracts

The Strata Corporation has entered into a management agreement for the provision of strata management services to the Strata Corporation with Hometime Realty & Property Management of 101 – 3547 Skaha Lake Rd, Penticton, British Columbia in respect of the control, management and administration of the Common Property.

### 3.11 Insurance

(a) The Developer caused the Strata Corporation to obtain the following insurance coverage as required or otherwise permitted by the Strata Property Act:

- (i) full replacement insurance against major perils, including fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts on the Common Property, common assets, buildings on the Phase 1 and Phase 2 Strata Plan and fixtures built or installed on the Strata Lots by the Developer as part of the original construction of the Strata Lots including floor coverings, wall coverings, electrical fixtures and plumbing fixtures, but excluding refrigerators, stoves, dishwashers, microwaves, washers, dryers or other similar items if they can be removed without damage to the building;
- (ii) liability insurance to insure the Strata Corporation against liability for property damage and bodily injury in an amount of not less than \$2,000,000; and
- (iii) errors and omissions insurance for the strata council members against their liability and expenses for errors and omissions made in the exercise of their powers and performance of their duties as council members.

The Developer has obtained course of construction insurance in relation to Phase 3 of the Development which will subsist until the Phase 3 Strata Plan is filed in the Land Title Office and the Strata Corporation has extended its insurance coverage over Phase 3.

- (b) Each purchaser will be responsible for insuring personal property in his or her own Strata Lot and taking out public liability insurance in respect of his or her Strata Lot when the transfer of the Strata Lot from the Developer is completed. Additionally, reference is made to section 7.1 of the Bylaws, which provides for certain indemnities from each Strata Lot owner together with the requirement that each owner maintain a strata homeowner's policy of insurance covering the Strata Lot, the owner and the Strata Corporation in a form and from an insurer

reasonably satisfactory to the Strata Corporation including, without limitation, coverage for contents, damage to the Strata Lot including improvements and additions thereto, liability, perils not insured against by the Strata Corporation, amounts in excess of amounts insured by the Strata Corporation, insurance deductibles paid or payable by the Strata Corporation, and any other loss not covered by the insurance policies of the Strata Corporation.

### 3.12 Rental Disclosure Statement

Pursuant to the *Strata Property Act*, the Developer must disclose to any purchaser the intention to lease any unsold Strata Lots in order to preserve the right of the Developer and the subsequent owners of each Strata Lot to lease the Strata Lots in the future. The Developer has filed a rental disclosure statement (the “**Rental Disclosure Statement**”) for the Strata Lots in Form J of the *Strata Property Act* with the Superintendent of Real Estate (the “**Superintendent**”) concurrently with the filing of this Disclosure Statement. A copy of the Rental Disclosure Statement is attached as Exhibit F to this Disclosure Statement.

## 4. **TITLE AND LEGAL MATTERS**

### 4.1 Legal Description

The Strata Lots in Phase 1 and Phase 2 are legally described as Strata Lots 1 to 166 District Lot 116 Similkameen Division Yale District Strata Plan EPS4170.

The land that contains Phase 3 of the Development is legally described as PID: 030-272-301 Lot 1 District Lot 116 Similkameen Division Yale District Plan EPP70049 Except Phase One and Phase Two Strata Plan EPS4170.

Following the deposit of the Phase 3 Strata Plan in the Land Title Office the Offered Lots will be legally described as Strata Lots 167 - 264 District Lot 116 Similkameen Division Yale District Strata Plan EPS4170.

### 4.2 Ownership

The Developer is the legal and beneficial owner of the remainder of the Development property on which Phase 3 is being constructed.

### 4.3 Existing Encumbrances and Legal Notations

The following legal notations and encumbrances are registered against title to the remainder of the Development property and, unless otherwise indicated, will remain registered against title to the Offered Lots and/or the Common Property:

#### (a) *Legal Notations*

- (i) Notices under Part 14 and Part 26 of the *Local Government Act* in reference to the Development Permit and related approvals of the Development from the City filed in the Land Title Office as filings

CA4828583, CA5774311, CA6985206, LB507680, LB530977 and CA7853594.

- (ii) Annexed Easement in favour of the Development filed in the Land Title Office on October 3, 2017 as filing CA6347690 which grants to the owners of the Strata Lots and the remainder of the Development property the right of access on foot between the Development and Yorkton Avenue over a walkway located on that part shown as Parcel A on Plan EPP70311 of the lot lying south of the Development legally described as PID: 030-272-319 Lot 2 District Lot 116 Similkameen Division Yale District Plan EPP70049.
- (iii) Annexed Easement in favour of the Development filed in the Land Title Office on October 3, 2017 as filing CA6347691 which grants to the owners of the Strata Lots and the remainder of the Development property the right of access with vehicles between the Development and Yorkton Avenue over a roadway located on that part shown as Parcel B on Plan EPP70311 of the lot lying south of the Development legally described as PID: 030-272-319 Lot 2 District Lot 116 Similkameen Division Yale District Plan EPP70049.
- (iv) Phased Strata Plan Declaration (Form P) filed in the Land Title Office concurrently with the Phase 1 Strata Plan on August 10, 2018 as filing CA6990494 which sets out the details of the phasing of the Development which Phased Strata Plan Declaration (Form P) was amended on October 31, 2019 under filing number CA7842027, and further amended on August 24, 2022 under filing number CB175958.
- (v) Annexed Easement in favour of the remainder of the Development property over the Common Property filed in the Land Title Office on August 10, 2018 as filing CA6990573 which grants to the owner of the remainder of the Development property the right of access to and from Skaha Lake Road and the right to construct and maintain infrastructure for utilities and services for the remainder of the Development property in circumstances where the owner of the remainder of the Development property elects not to proceed with all phases of the Development.
- (vi) Annexed Easement in favour of the remainder of the Development property over the Common Property filed in the Land Title Office on August 10, 2018 as filing CA6990575 which grants to the owner of the remainder of the Development property the right to enter and use the Common Property for all purposes related to the construction of buildings and improvements on the remainder of the Development property.
- (vii) A notation of the designation of parking stalls as Limited Common Property for the Phase 1 Strata Lots noted in section 2.1(c) hereof filed in the Land Title Office on November 23, 2018 against the Common Property.

(b) *Registered Encumbrances:*

- (i) Covenant in favour of the City over the Strata Lots, the Common Property and the remainder of the Development property filed in the Land Title Office on August 19, 1988 as filing KB8852 which provides that no area used for habitation, business, storage of goods damageable by floodwaters may be located within any building at an elevation such that the underside of the floor system thereof is less than elevation 339.24 metres G.S.C. datum and that no area below the required elevation may be used for the installation of furnaces or other fixed equipment susceptible to damage by floodwater.
- (ii) Statutory Right of Way in favour of the City filed in the Land Title Office on August 15, 2014 as filing CA3904428 for the installation and maintenance of a system of electrical distribution facilities on the Strata Lots, the Common Property and the remainder of the Development property.
- (iii) Statutory Right of Way in favour of FortisBC Energy Inc. filed in the Land Title Office on September 4, 2020 as filing CA8412533 for the installation and maintenance of a system of natural gas distribution facilities on the Strata Lots, the Common Property and the remainder of the Development property
- (iv) Easement CA6990573 described in section 4.3(a)(v) hereof in favour of the remainder of the Development property over the Common Property.
- (v) Covenant in favour of the City over the Common Property filed in the Land Title Office on August 10, 2018 as filing CA6990574 which prevents any modification or release of Easement CA6990573 without the consent from the City.
- (vi) Statutory Right of Way in favour of the City filed in the Land Title Office on January 25, 1989 as filing KC6778 which provides for the City to maintain an electrical power line on that part of the Common Property and the remainder of the Development property shown on Plan 40658.
- (vii) Mortgage in favour of First West Credit Union filed in the Land Title Office on October 9, 2020 as filing CA8486501 on the remainder of the Development property
- (viii) Assignment of Rents in favour of First West Credit Union filed in the Land Title Office on October 9, 2020 as filing CA8486502 on the remainder of the Development Property
- (ix) Easement CA6990575 described in section 4.3(a)(vi) hereof in favour of the remainder of the Development property over the Common Property.

- (x) Option to Lease in favour of New Valley Homes Ltd. over the Common Property filed in the Land Title Office on February 1, 2021 as filing CA8744173 which was registered over the Common Property prior to the deposit of the Phase 2 Strata Plan to preserve the rights to the Leased Stalls until Phase 2 was deposited with the Land Title Office.

#### 4.4 Proposed Encumbrances

The following additional encumbrances may be registered by the Developer against the title to the remainder of the Development property, the Strata Lots and/or the Common Property:

- (a) The Developer may file in the Land Title Office against the remainder of the Development property an option to lease the parking facility in favour of the Tenant prior to filing the Phase 2 Strata Plan. If the developer elects to file the option to lease, it will grant the Tenant the right to enter into a lease in registerable form under the *Land Title Act* at any time during the term of the Parking Facility Lease and on the same terms as are contained in the Parking Facility Lease;
- (b) any security required by an insurer in connection with the issuance of deposit protection contracts issued by such insurer over the deposits made by purchasers of the Strata Lots which may be used by the Developer as more particularly described in section 7.1 (which security will be discharged in respect of any Strata Lot within a reasonable period of time after the completion of the sale thereof);
- (c) such covenants, restrictive covenants, statutory rights of way, easements and other charges over the Common Property and the Strata Lots that may be required by the City for subdivision, servicing, geotechnical, environmental and other such development requirements;
- (d) easements for access between the different Phases of the Development, the provision of utility services between the Phases and encroachment between the Phases during construction;
- (e) any and all rights of way, easements, restrictive covenants, dedications and other rights or restrictions, or modifications of any such existing encumbrances, required by the City, Fortis BC, Telus, Shaw, the Province of British Columbia or any other applicable governmental authority or public utility;
- (f) if the Developer elects not to finance the construction of the Development from its own resources, then any mortgage, assignment of rents and other security reasonably required by a lender which provides construction financing to the Developer which security will provide that a partial discharge of the security will be provided by the lender within a reasonable period of time after the completion of the purchase of an Offered Lot by a purchaser and the payment in full of the purchase price by the purchaser to the Developer and payment by the Developer

to the lender of the net sale proceeds, or such lesser amount which is agreed to by the lender.

#### 4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or contingent litigation or liability in respect of the Development or against the Developer which may affect the Strata Corporation or the Strata Lot owners.

#### 4.6 Environmental Matters

The Development lies within a designated flood plain area, for which a flood plain covenant exists as noted in section 4.3(b)(i). The Developer is not aware of any material facts relating to the condition of soil and subsoil or other environmental matters which may affect the Development property.

### 5. **CONSTRUCTION AND WARRANTIES**

#### 5.1 Construction Dates

Construction of Phase 1 commenced on April 1, 2016 and was completed on August 31, 2019. Construction of Phase 2 commenced on November 27, 2018 and was completed on April 30, 2021. Construction of Phase 3 commenced on July 1, 2021 and it is estimated that the completion of the construction of Phase 3 will occur between June 30, 2024 and September 30, 2024.

The Developer reserves the right to change these dates. These estimated commencement and completion dates are estimates only and are not to be relied upon by purchasers of the Offered Lots for determining the closing date of their purchases. The closing dates for the sale and purchase of the Offered Lots will be determined in accordance with the terms of the Purchase Agreement, a form of which is attached to this Disclosure Statement as Exhibit G, and such closing dates may occur sooner or later than the estimated construction completion dates indicated above.

#### 5.2 Warranties

The Developer will obtain home warranty insurance coverage for the Strata Lots from Travelers Insurance Company of Canada in accordance with the requirements of the *Homeowner Protection Act* which will cover the following:

- (a) for a period of two years after the date on which the warranty begins, the following:
  - (i) in the first 12 months, for other than the Common Property and other assets of the Strata Corporation:
    - A. coverage for any defect in materials and labour; and
    - B. coverage for a violation of the Building Code;

- (ii) in the first 15 months, for the Common Property and other assets of the Strata Corporation:
  - A. coverage for any defect in materials and labour; and
  - B. coverage for a violation of the Building Code;
- (iii) in the first 24 months:
  - A. coverage for any defect in materials and labour supplied for the electrical, plumbing, heating, ventilation and air conditioning delivery and distribution systems;
  - B. coverage for any defect in materials and labour supplied for the exterior cladding, caulking, windows and doors that may lead to detachment or material damage to the Strata Lot or Common Property;
  - C. coverage for any defect in materials and labour which renders the Strata Lot or the Common Property unfit to live in; and
  - D. coverage for a violation of the Building Code;
- (b) for a period of five years after the date on which the warranty begins, defects in the building envelope of the Strata Lot or the Common Property, including defects resulting in unintended water penetration which causes, or is likely to cause, material damage to the Strata Lot or the Common Property; and
- (c) for a period of ten years after the date on which the warranty begins, structural defects.

Any manufacturer's warranty on the furnishings and equipment described in section 3.7 will be assigned to the purchaser of that Strata Lot to the extent permitted by such warranty.

There are no other express or implied warranties in respect of the Development other than those provided for in this section 5.2.

### 5.3 Previously Occupied Buildings

Not applicable.

## 6. **APPROVALS AND FINANCES**

### 6.1 Development Approval

Development Permit DP2016-7807 issued by the City on January 18, 2017, as amended and supplemented from time to time, represents approval of the Development by the City.

Building Permits BP007534 and BP007826 were issued by the City to the Developer authorizing the construction of Phase 1.

Building Permits BP010322 and BP010446 were issued by the City to the Developer authorizing the construction of Phase 2.

Building Permit BP012853 was issued by the City to the developer authorizing the construction of Phase 3.

## 6.2 Construction Financing

The Developer has obtained construction financing from the First West Credit Union and granted a mortgage and assignment of rents over the property on which Phase 3 is being constructed (the “Construction Financing”).

Pursuant to the Construction Financing, title to the Strata Lots may be subject to mortgages, assignments of rents and/or any other security (collectively, the “Construction Security”) reasonably required by the lender with respect to the Construction Financing. The Construction Financing requires the lender to provide a partial discharge of the Construction Security in respect of any Strata Lot within a reasonable period of time after completion of the sale of such Strata Lot upon receipt by the Lender of certain net sale proceeds for the Strata Lot.”

## 7. MISCELLANEOUS

### 7.1 Deposits

All deposits and other money received from purchasers of the Strata Lots will be held by the selling real estate brokerage in the manner required by the *Real Estate Development Marketing Act*.

Notwithstanding the above, the Developer may enter into a deposit protection contract with an approved insurer as contemplated by section 19 of the *Real Estate Development Marketing Act* and thereafter the deposits paid by purchasers of the Strata Lots will be released to the Developer in accordance with such legislation.

### 7.2 Purchase Agreement

A copy of the form of purchase agreement which the Developer intends to use in connection with the sale of the Offered Lots (the “**Purchase Agreement**”), in each case unless otherwise agreed to between the Developer and the purchaser, is attached as Exhibit G. The Purchase Agreement contains, among other terms, the following provisions:

- (a) If the completion date (the “**Completion Date**”) for the sale of a Strata Lot has not occurred by the date (the “**Outside Date**”) stipulated in section 3.3.1 of the Purchase Agreement (which Outside Date will be inserted into the Purchase Agreement on a case by case basis at the time the Purchase Agreement is entered into), then either party may, by written notice to the other, cancel the Purchase

Agreement and the Buyer (as defined in the Purchase Agreement) will be entitled to repayment of the Deposit (as defined in the Purchase Agreement) and both parties will be released from their obligations thereunder. Notwithstanding the foregoing, if the Seller (as defined in the Purchase Agreement) is delayed from completing the construction of the Strata Lot as a result of fire, explosion or accident, however caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment or flood, act of God, inclement weather, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, interference of the Buyer or any other event beyond the control of the Seller, then the time within which the Seller must do anything under the Purchase Agreement and the Completion Date will be extended for a period equivalent to such period of delay.

- (b) Section 3.5.2 of the Purchase Agreement provides that, in addition to the Seller's right to terminate the Purchase Agreement in the event that the Buyer fails to pay the Purchase Price (as defined in the Purchase Agreement) on the Completion Date, as set out in section 12 of the Purchase Agreement, the Seller may, at the Seller's option, elect to extend the time for completion and complete the transaction contemplated by the Purchase Agreement, in which event the Buyer will pay to the Seller, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 3% per annum above the annual rate of interest designated by the Seller's principal bank as its "prime rate", as that rate changes from time to time, such interest to be calculated daily from the date upon which such payment and amounts were due to the date upon which such payment and amounts are paid. If from time to time the Buyer's default continues beyond the last extended date for completion established pursuant hereto the Seller may thereafter elect to terminate the Purchase Agreement in accordance with section 12 of the Purchase Agreement or permit a further extension pursuant to the provisions hereof.

- (c) Section 3.3.8 of the Purchase Agreement provides that:

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

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

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

Before the Developer consents to an assignment of the Purchase Agreement, the Developer will be required to collect information and records under the *Real*

*Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

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

Information and records collected by the Developer must be reported by the Developer 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.

In addition to the restrictions on assignment contained in Section 20A of the Purchase Agreement and subject to the forgoing, the purchaser may only assign the Purchase Agreement with the written consent of the Developer which consent may be arbitrarily withheld by the Developer in its absolute discretion and unless the Developer so consents the Developer shall not be required to convey the Strata Lot to anyone other than the purchaser named in the Purchase Agreement. If, with the consent of the Developer, the purchaser assigns the purchaser's interest in the Purchase Agreement, then the purchaser will pay to the Developer a handling charge in the amount of 5% of the Purchase Price to compensate the Developer for legal and administrative costs in connection with such assignment. No assignment by the purchaser of the purchaser's interest in the Purchase Agreement to any other person shall release the purchaser from any of the purchaser's obligations or liabilities under the Purchase Agreement.

- (d) Section 3.3.3 of the Purchase Agreement provides that the Buyer will not be entitled to any interest on the Deposit or any other monies paid by the Buyer in accordance with the Purchase Agreement on account of the Purchase Price.
- (e) Section 3.3.4 requires the Buyer to obtain, at the Buyer's own cost, a strata homeowner's policy of insurance covering the subject Strata Lot, the Buyer and the Strata Corporation in a form and from an insurer satisfactory to the Seller, acting reasonably, including, without limitation, coverage for deductible assessments, contingent liability, property damage and strata lot improvements and additions. The Buyer is further required to provide the Seller with proof of such insurance on or before the Completion Date.
- (f) Section 3.2 of the Purchase Agreement addresses property transfer tax and goods and services tax issues.

### 7.3 Developer's Commitments

There are no other commitments made by the Developer to be met after the completion of the sale of the Offered Lots.

#### 7.4 Other Material Facts

(a) *Continuing Sales and Marketing Program for the Development*

The Developer will continue to carry out, for such period as the Developer determines to be necessary or desirable in connection with the marketing of the Development, marketing and sales activities within the Common Property and within various Strata Lots owned or leased by the Developer in the Development, including maintaining display suites and a sales office. The Developer also intends to place signage on the Common Property and in other areas of the Development as part of its marketing and sales activities for such period of time as the Developer determines to be necessary or desirable. The Developer will act reasonably in exercising these rights and will use reasonable efforts to minimize any interference with the use or enjoyment of the Common Property by existing owners.

(b) *Ongoing Development*

Prospective purchasers should be aware that construction of the Development will involve ongoing noise, dirt, dust, vibrations and activities normally associated with construction projects.

(c) *Sprinkler Testing and Maintenance*

The Development will be serviced by a sprinkler system that will involve ongoing testing and maintenance. In connection therewith, the owners and occupants of certain Strata Lots will be required to provide access to their Strata Lots, in accordance with the Bylaws, for the purposes of carrying out testing, repairs, inspection and maintenance of the sprinkler system.

(d) *Ownership of FortisBC Energy Inc. Facilities*

As part of the construction of Phase 2 and Phase 3 of the Development the Developer will be installing a system of pipes, components and equipment used to provide natural gas services to the Strata Lots and the Common Property. Prior to filing the Strata Plan for each of Phase 2 and Phase 3 in the Land Title Office, or after filing each of the Strata Plans but before the first conveyance of a Strata Lot in that phase, the Developer will sell, transfer and assign to FortisBC Energy Inc. the said system of pipes, components and equipment, save and except those within the Strata Lots, together with all associated approvals and design materials and the same will not form part of the Common Property of the Development.

## 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 the Disclosure Statement and any amendments thereto 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 September 8, 2022.

### STAR-LINE ENTERPRISES LTD.

By its authorized signatory:

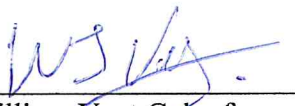
  
\_\_\_\_\_  
Anthony Vant Geloof

### EVERY DIRECTOR OF THE DEVELOPER IN HIS OR HER PERSONAL CAPACITY

  
\_\_\_\_\_  
Anthony Vant Geloof

  
\_\_\_\_\_  
Jean Vant Geloof

 Director  
\_\_\_\_\_  
John Anthony Vant Geloof

 Director  
\_\_\_\_\_  
William Vant Geloof

### **DEEMED RELIANCE**

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### **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 \_\_\_\_\_, 2022.

### **STAR-LINE ENTERPRISES LTD.**

By its authorized signatory:

\_\_\_\_\_  
Anthony Vant Geloof

### **EVERY DIRECTOR OF THE DEVELOPER IN HIS OR HER PERSONAL CAPACITY**

\_\_\_\_\_  
Anthony Vant Geloof

\_\_\_\_\_  
Joan Vant Geloof

\_\_\_\_\_  
John Anthony Vant Geloof

\_\_\_\_\_  
William Vant Geloof

## **EXHIBITS TO DISCLOSURE STATEMENT**

- A            Strata Plan EPS4170 and Preliminary Phase 3 Strata Plan
- B            Amended Form P – Phased Strata Plan Declaration
- C            Proposed Phase 3 Form V – Schedule of Unit Entitlement
- D            Form Y – Notice of Different Bylaws
- E            Signed Parking Facility Lease
- F            Approved Strata Budget and Proposed Phase 3 Interim Budget
- G            Form J – Rental Disclosure Statement
- H            Proposed Form of Purchase Agreement

**EXHIBIT A**

**Strata Plan EPS4170 and Preliminary Phase 3 Strata Plan**

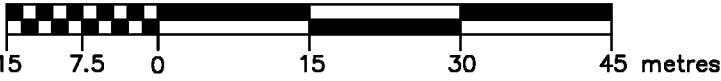
See Attached

STRATA PLAN OF PART OF  
LOT 1, DL 116, SDYD  
PLAN EPP70049

SHEET 1 OF 18 SHEETS  
**STRATA PLAN EPS4170**  
PHASE 1

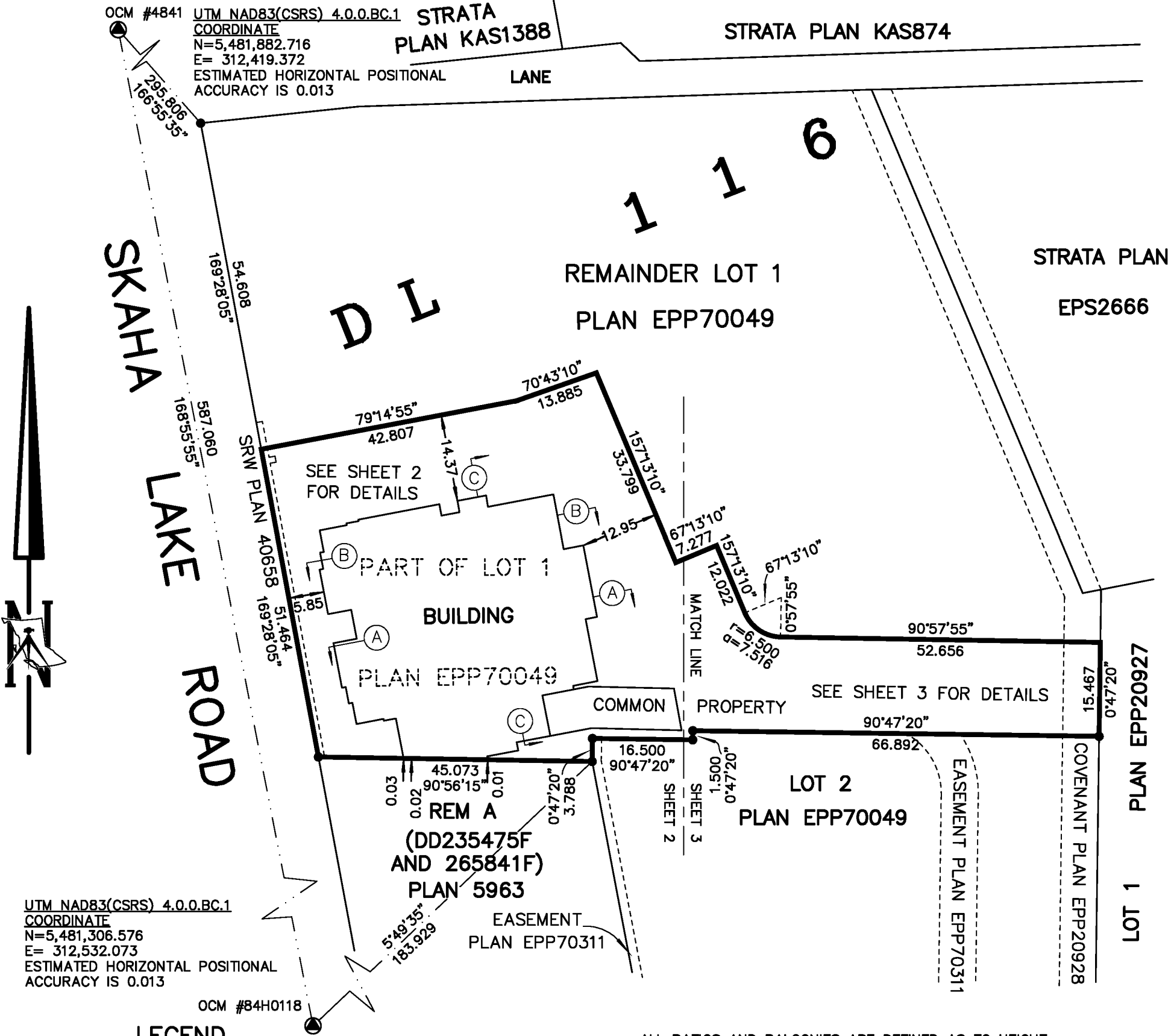
AMENDED PURSUANT TO SECTION 258 STRATA  
PROPERTY ACT THIS 5th DAY OF NOVEMBER, 2018  
SEE AMENDED SHEET 2A AND 3A AND CA7173585

BCGS 82E.043  
SCALE 1:750



CITY OF PENTICTON  
PENTICTON ASSESSMENT AREA

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:750



- LEGEND**
- DENOTES CONTROL MONUMENT
  - DENOTES STANDARD IRON POST FOUND
  - DENOTES STANDARD IRON POST PLACED
  - ② DENOTES COMMON PROPERTY LIMITED TO THE USE OF THE STRATA LOT SHOWN CIRCLED PURSUANT TO SEC. 73, STRATA PROPERTY ACT.
  - Pt DENOTES PART
  - C OR COMMON DENOTES COMMON PROPERTY
  - LCP DENOTES LIMITED COMMON PROPERTY
  - m<sup>2</sup> DENOTES SQUARE METRES
  - (A) DENOTES SECTION LOCATION AND DIRECTION OF VIEW

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN  
CONTROL MONUMENTS #4841 and #84H0118 INTEGRATED  
SURVEY AREA NO. 12 (PENTICTON) NAD83 (CSRS) 4.0.0.BC.1

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS  
OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY  
GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF  
0.9999809 WHICH HAS BEEN DERIVED FROM OCM #84H0118.

THIS PLAN LIES IN THE OKANAGAN-SIMILKAMEEN  
REGIONAL DISTRICT

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF  
UNLESS OTHERWISE NOTED.

OFFSETS DISTANCES TO BUILDINGS ARE TO EXTERIOR WALLS

DEVELOPMENT NAME: SKAHA LAKE TOWERS

CIVIC ADDRESS: 3388 SKAHA LAKE ROAD, PENTICTON, B.C.

ALL PATIOS AND BALCONIES ARE DEFINED AS TO HEIGHT  
BY THE CENTRE OF THE FLOOR ABOVE, OR ITS EXTENSIONS  
OR WHERE THERE IS NO FLOOR ABOVE BY THE AVERAGE  
HEIGHT OF A STRATA LOT WITHIN THE SAME BUILDING  
UNLESS OTHERWISE INDICATED

THIS PLAN IS PHASE 1 OF A 3 PHASE STRATA PLAN UNDER  
SECTION 224 OF THE STRATA PROPERTY ACT LYING WITHIN THE  
JURISDICTION OF THE APROVING OFFICER FOR THE CITY OF PENTICTON

**FORM S**

THE BUILDINGS IN THIS STRATA PLAN HAVE NOT BEEN PREVIOUSLY  
OCCUPIED.

**FORM U**

THE BUILDINGS SHOWN HEREON ARE WITHIN THE EXTERNAL  
BOUNDARIES OF THE LAND THAT IS SUBJECT OF THE STRATA PLAN.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON  
THE 6th DAY OF JULY, 2018. STEVEN J. BUZIKIEVICH BCLS #600

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-STRATA PLAN-1



EXPLANATORY PLAN AMENDING  
STRATA PLAN EPS4170 TO  
DESIGNATE LIMITED COMMON  
PROPERTY FOR THE BENEFIT OF  
STRATA LOTS 1 to 31 inclusive  
AND STRATA LOTS 34 to 38 inclusive  
STRATA PLAN EPS4170, DL 116, SDYD.

BCGS 82E.043  
SCALE 1:300

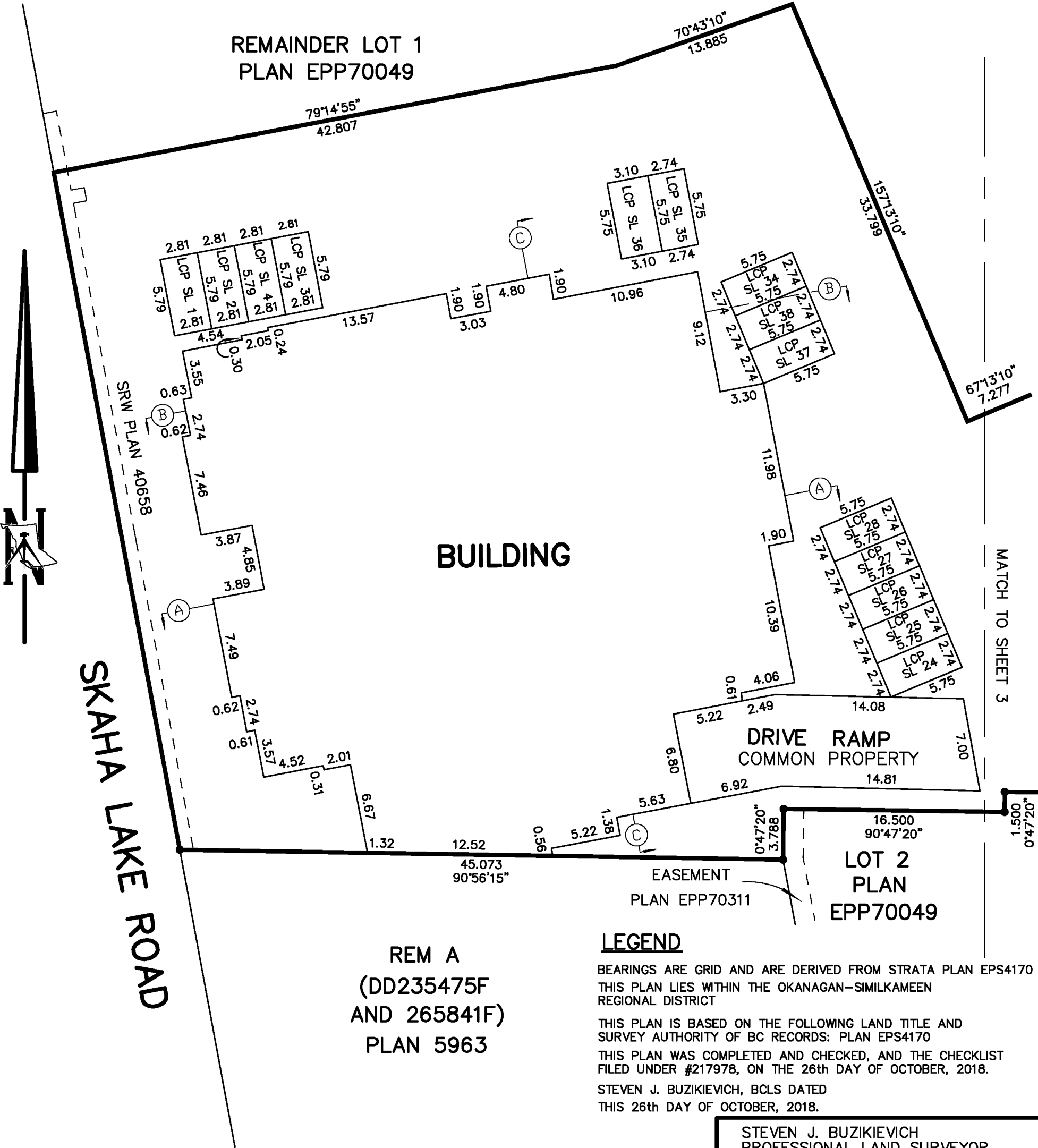


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

PURSUANT TO SECTION 258, STRATA PROPERTY ACT

SHEET 2A OF 18 SHEETS

STRATA PLAN EPS4170  
PHASE 1



**LEGEND**

BEARINGS ARE GRID AND ARE DERIVED FROM STRATA PLAN EPS4170  
THIS PLAN LIES WITHIN THE OKANAGAN-SIMILKAMEEN  
REGIONAL DISTRICT

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND  
SURVEY AUTHORITY OF BC RECORDS: PLAN EPS4170

THIS PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST  
FILED UNDER #217978, ON THE 26th DAY OF OCTOBER, 2018.

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 26th DAY OF OCTOBER, 2018.

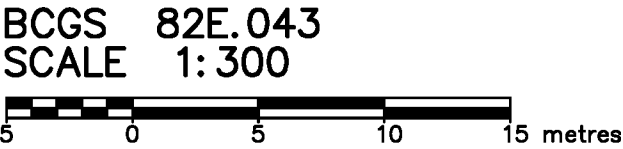
STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-STRATA PLAN-2-AMENDMENT

EXTERIOR PARKING

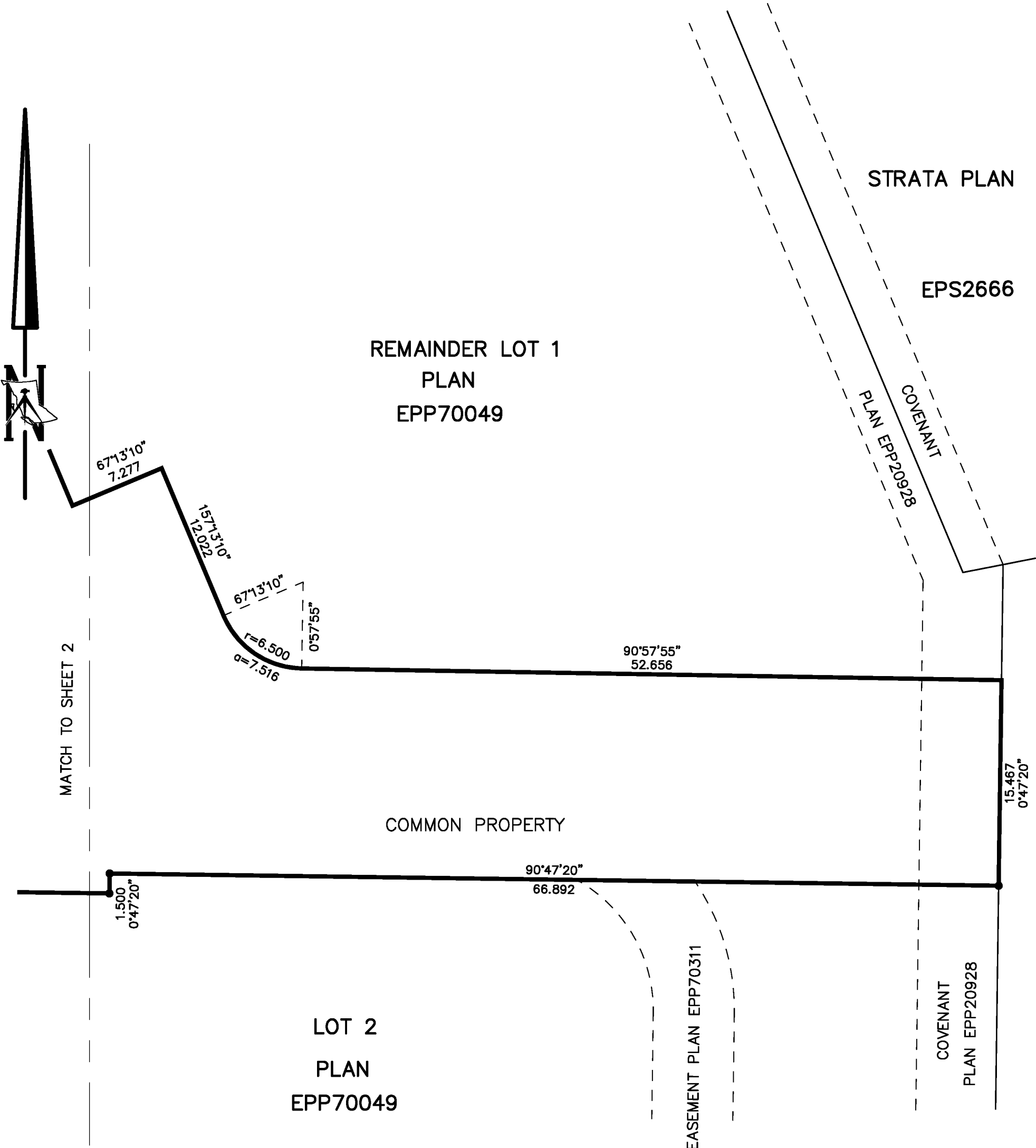
SHEET 3 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH

PROFESSIONAL LAND SURVEYOR

54 NANAIMO AVE. E.

PENTICTON, B.C.

Phone: (250)492-0559 Fax: (250)492-9851

FILE 15-150

DWG. 15-150-STRATA PLAN-3

EXPLANATORY PLAN AMENDING  
STRATA PLAN EPS4170 TO  
DESIGNATE LIMITED COMMON  
PROPERTY FOR THE BENEFIT OF  
STRATA LOTS 1 to 31 inclusive  
AND STRATA LOTS 34 to 38 inclusive,  
STRATA PLAN EPS4170, DL 116, SDYD.

BCGS 82E.043  
SCALE 1:300

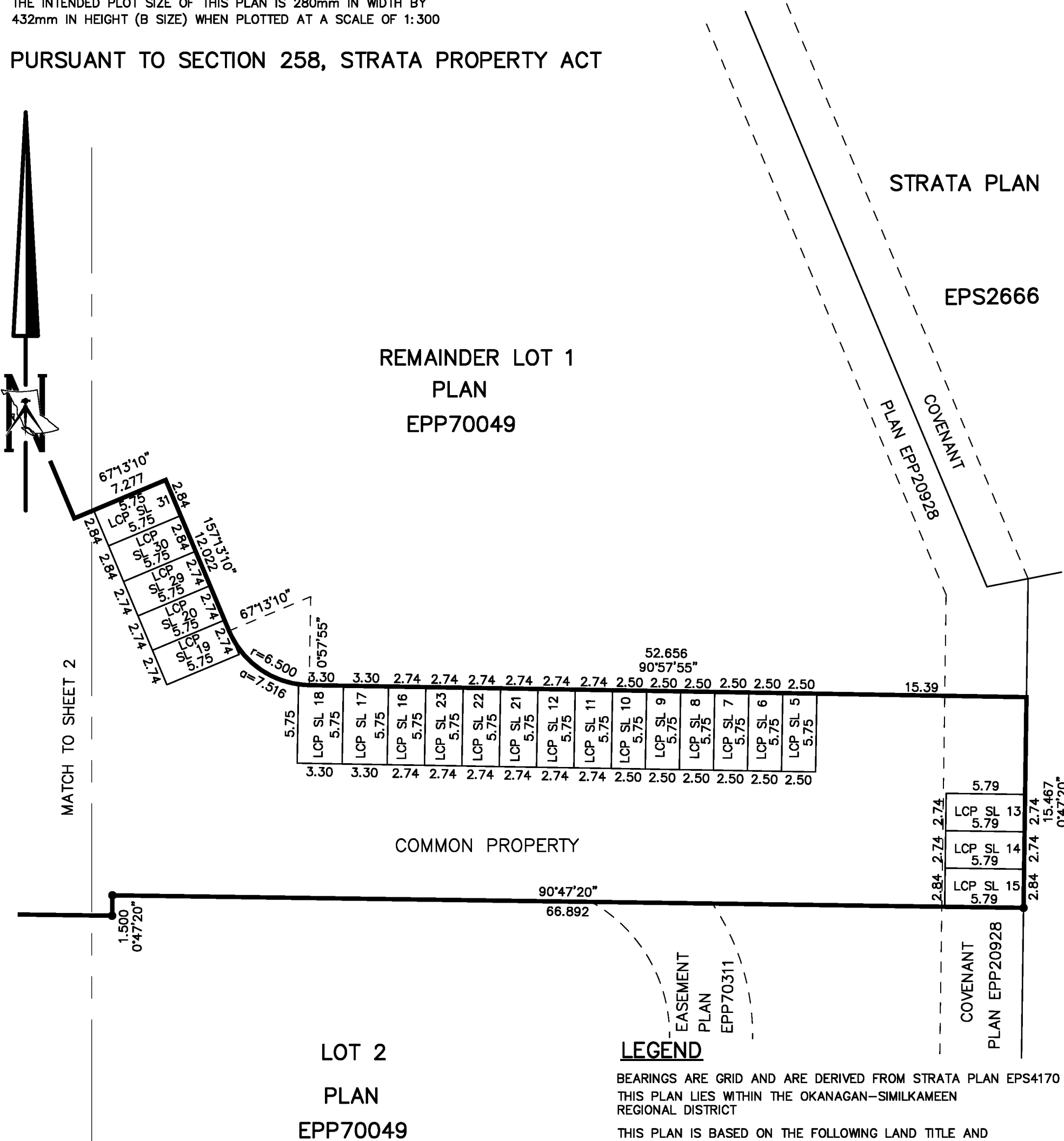


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

PURSUANT TO SECTION 258, STRATA PROPERTY ACT

SHEET 3A OF 18 SHEETS

STRATA PLAN EPS4170  
PHASE 1



LEGEND

BEARINGS ARE GRID AND ARE DERIVED FROM STRATA PLAN EPS4170  
THIS PLAN LIES WITHIN THE OKANAGAN-SIMILKAMEEN  
REGIONAL DISTRICT

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND  
SURVEY AUTHORITY OF BC RECORDS: PLAN EPS4170  
THIS PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST  
FILED UNDER #217978, ON THE 26th DAY OF OCTOBER, 2018.

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 26th DAY OF OCTOBER, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-STRATA PLAN-3-AMENDED

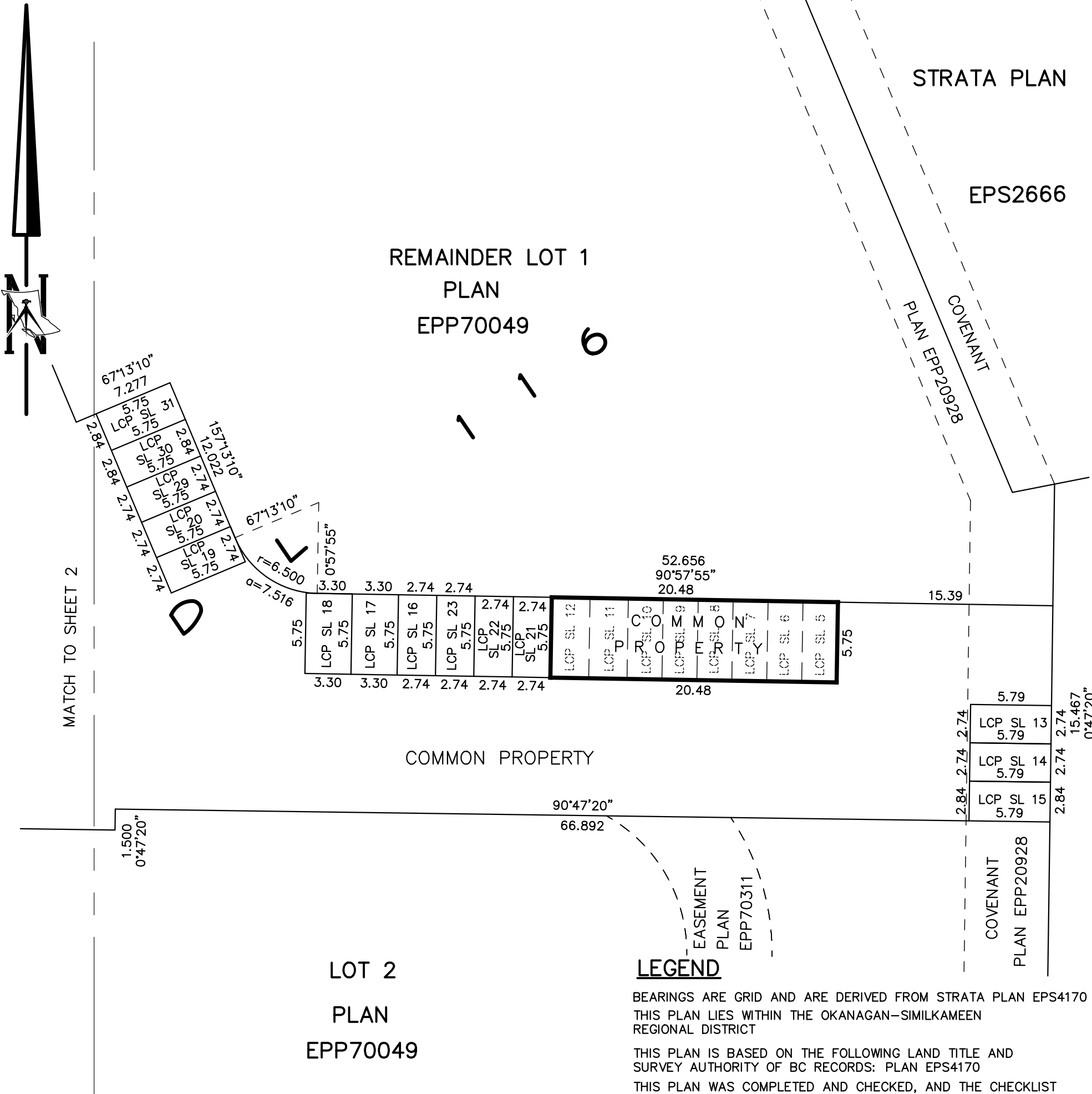
EXPLANATORY PLAN AMENDING  
STRATA PLAN EPS4170 TO  
REMOVE LIMITED COMMON PROPERTY  
DESIGNATION FOR THE BENEFIT OF  
STRATA LOTS 5 to 12 inclusive,  
STRATA PLAN EPS4170, DL 116, SDYD.

BCGS 82E.043  
SCALE 1:300



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

PURSUANT TO SECTION 257, STRATA PROPERTY ACT  
CITY OF PENTICTON



LOT 2  
PLAN  
EPP70049

LEGEND

BEARINGS ARE GRID AND ARE DERIVED FROM STRATA PLAN EPS4170  
THIS PLAN LIES WITHIN THE OKANAGAN-SIMILKAMEEN  
REGIONAL DISTRICT

THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND  
SURVEY AUTHORITY OF BC RECORDS: PLAN EPS4170

THIS PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST  
FILED UNDER #262141, ON THE 24th DAY OF JUNE, 2022.

STEVEN J. BUZIKIEVICH, BCLS #600 DATED  
THIS 24th DAY OF JUNE, 2022.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190H

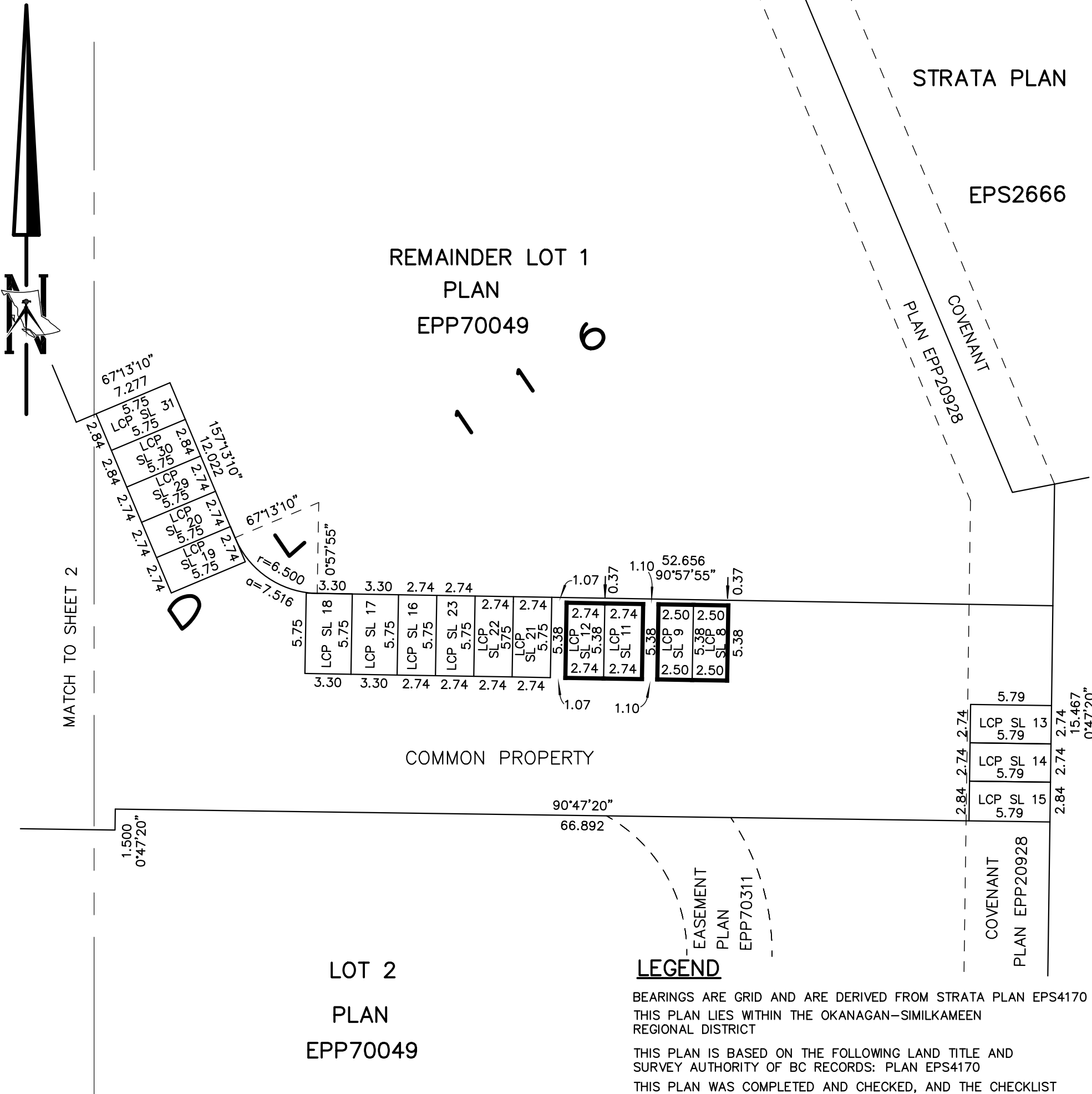
EXPLANATORY PLAN AMENDING  
STRATA PLAN EPS4170 TO  
DESIGNATE LIMITED COMMON  
PROPERTY FOR THE BENEFIT OF  
STRATA LOTS 8, 9, 11 and 12,  
STRATA PLAN EPS4170,  
DL 116, SDYD.

BCGS 82E.043  
SCALE 1:300



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

PURSUANT TO SECTION 257, STRATA PROPERTY ACT  
CITY OF PENTICTON



LEGEND

BEARINGS ARE GRID AND ARE DERIVED FROM STRATA PLAN EPS4170  
THIS PLAN LIES WITHIN THE OKANAGAN-SIMILKAMEEN  
REGIONAL DISTRICT  
THIS PLAN IS BASED ON THE FOLLOWING LAND TITLE AND  
SURVEY AUTHORITY OF BC RECORDS: PLAN EPS4170  
THIS PLAN WAS COMPLETED AND CHECKED, AND THE CHECKLIST  
FILED UNDER #262143, ON THE 24th DAY OF JUNE, 2022.  
STEVEN J. BUZIKIEVICH, BCLS #600 DATED  
THIS 24th DAY OF JUNE, 2022.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190J

FLOOR PLANS

FIRST FLOOR

BCGS 82E.043

SCALE 1:250

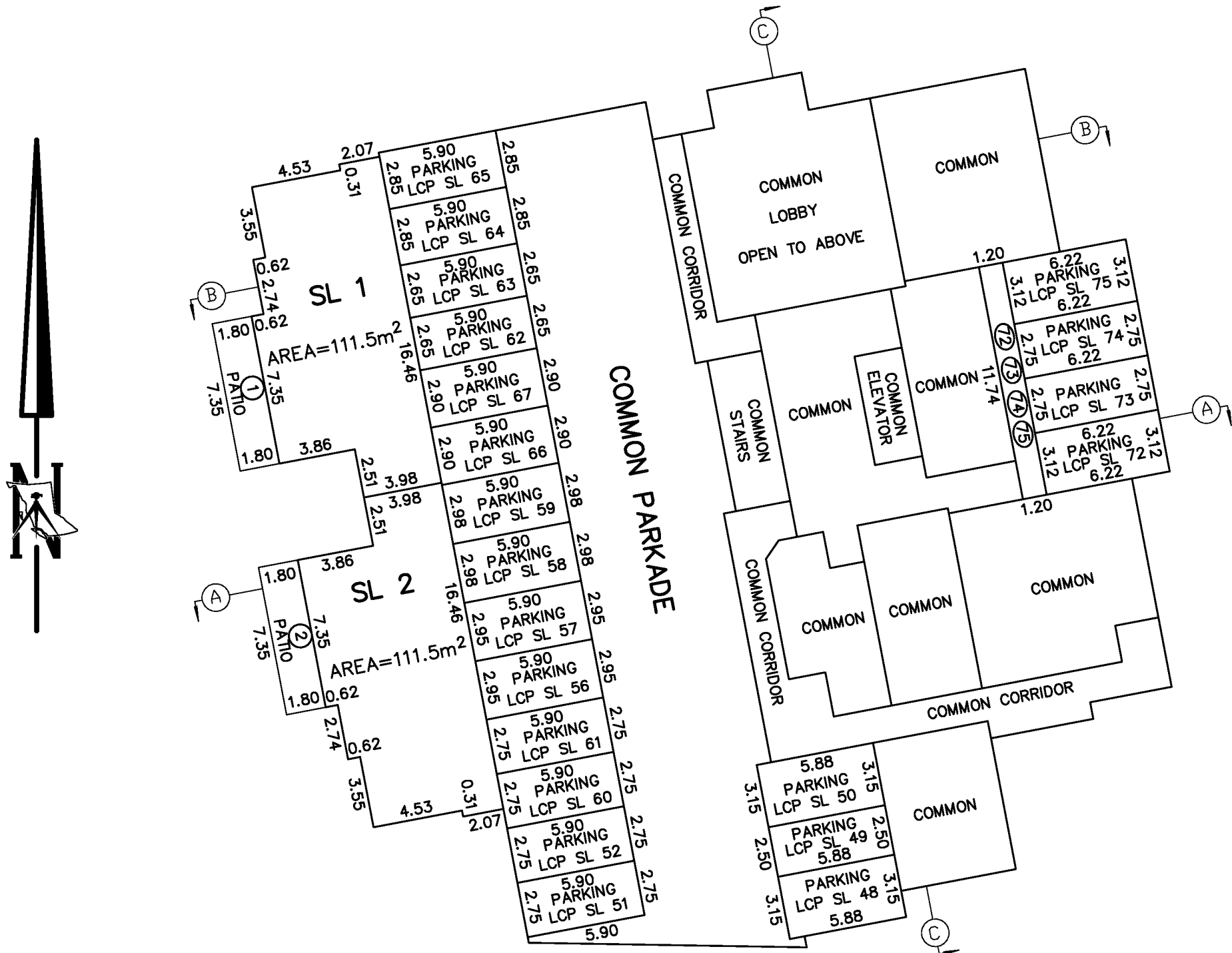


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 4 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1



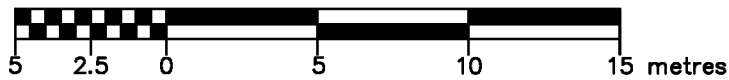
STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-FLOOR PLANS

FLOOR PLANS

SECOND FLOOR

BCGS 82E.043  
SCALE 1:250

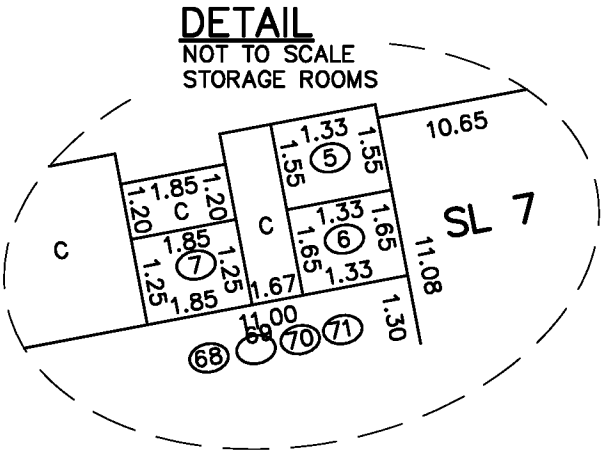
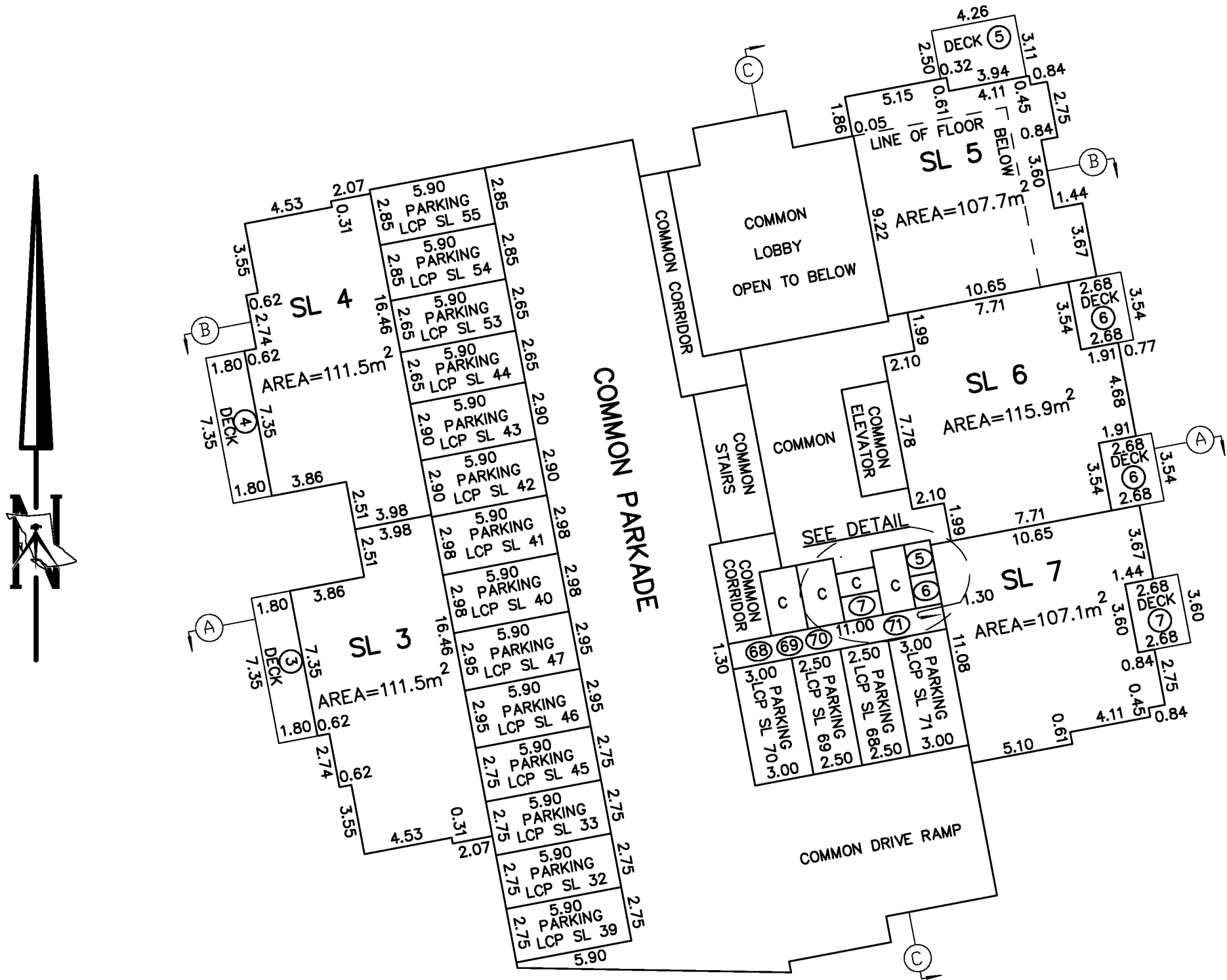


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 5 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1



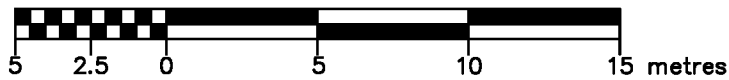
STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-FLOOR PLANS

## FLOOR PLANS

## THIRD FLOOR

BCGS 82E. 043  
SCALE 1:250

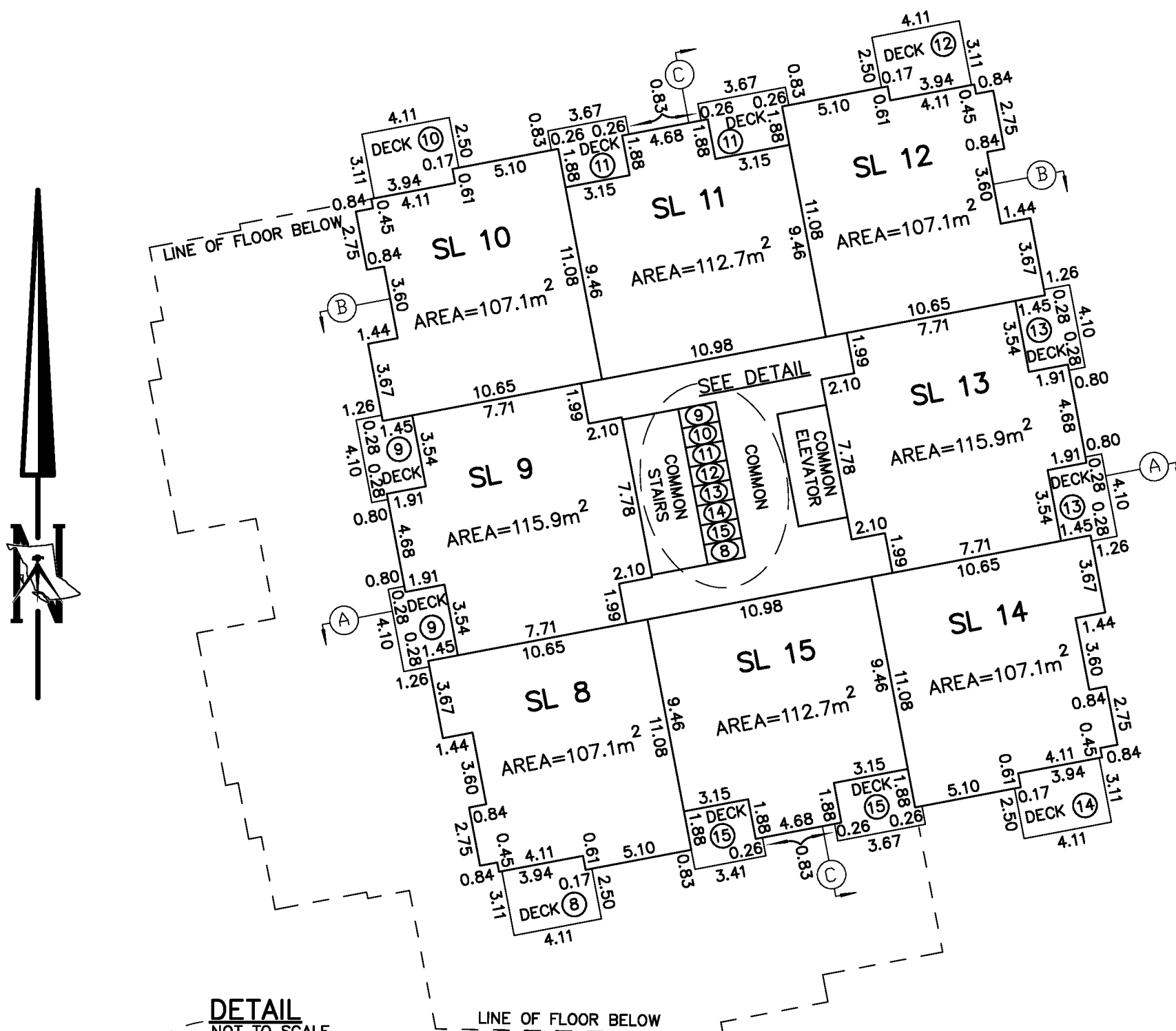


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

**SHEET 6 OF 18 SHEETS**

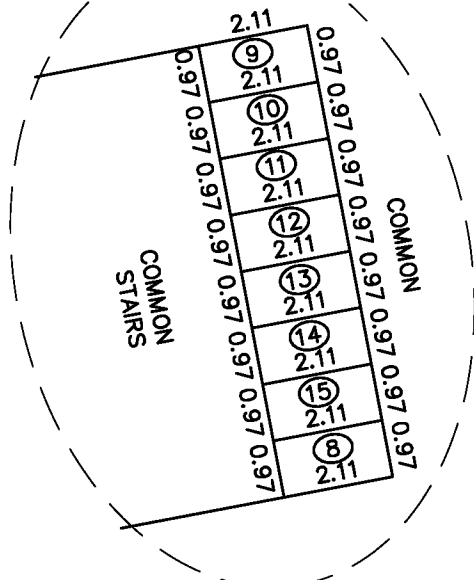
# STRATA PLAN EPS4170

## PHASE 1



## DETAIL

**NOT TO SCALE**  
**STORAGE ROOMS**



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-FLOOR PLANS

FLOOR PLANS

FOURTH FLOOR

BCGS 82E.043

SCALE 1:250

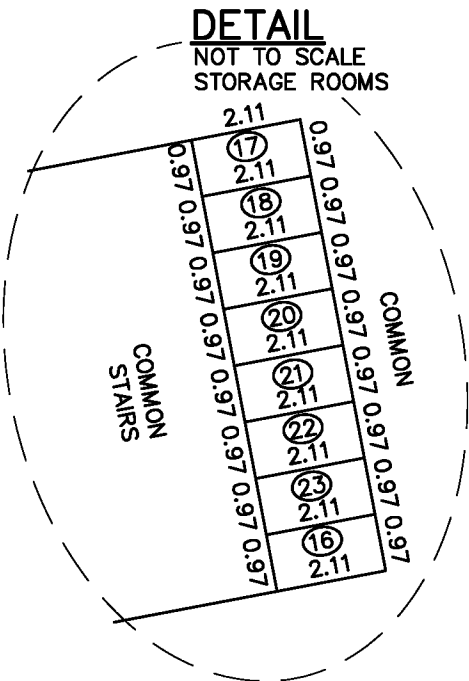
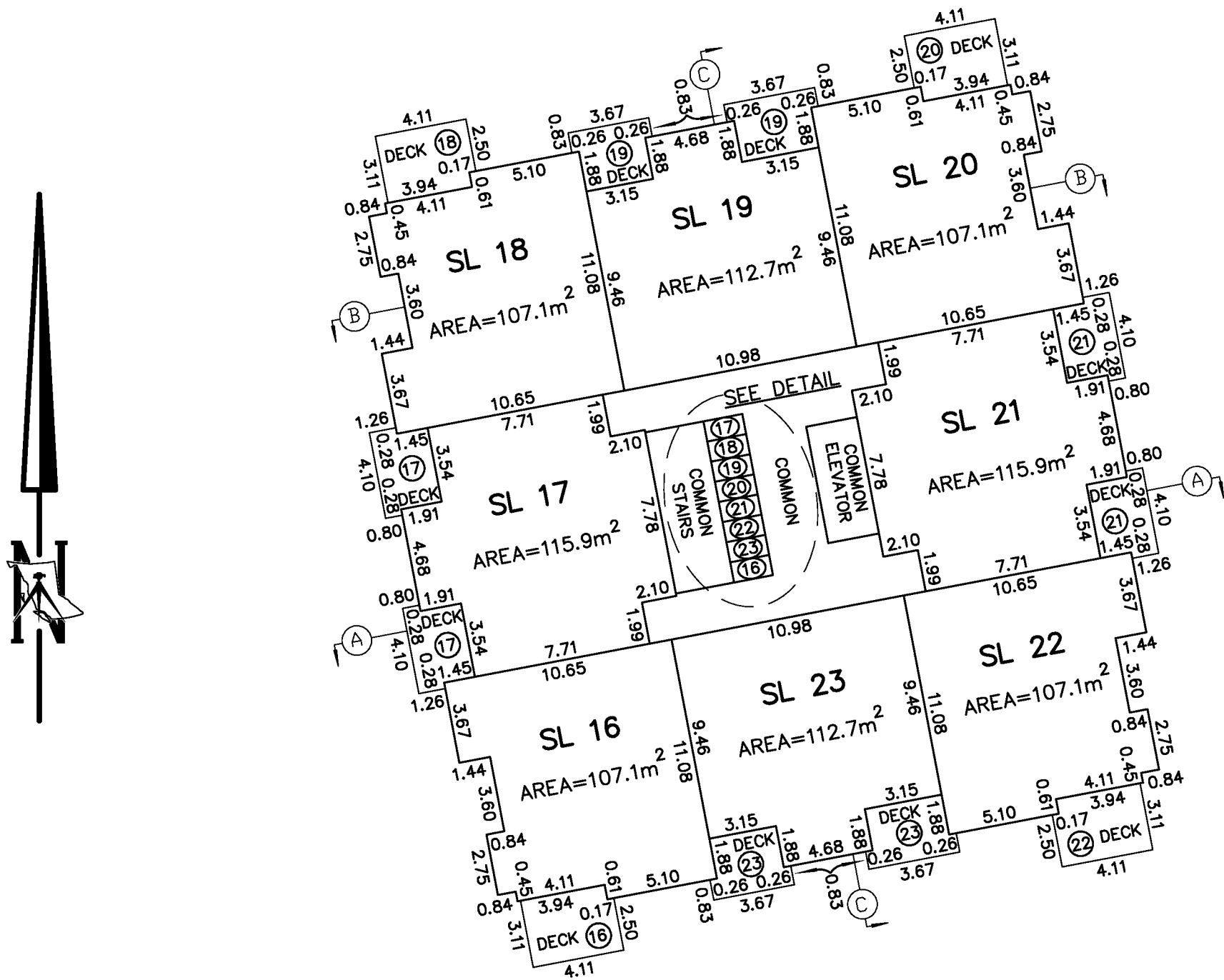


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 7 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-FLOOR PLANS

FLOOR PLANS

FIFTH FLOOR

BCGS 82E.043

SCALE 1:250

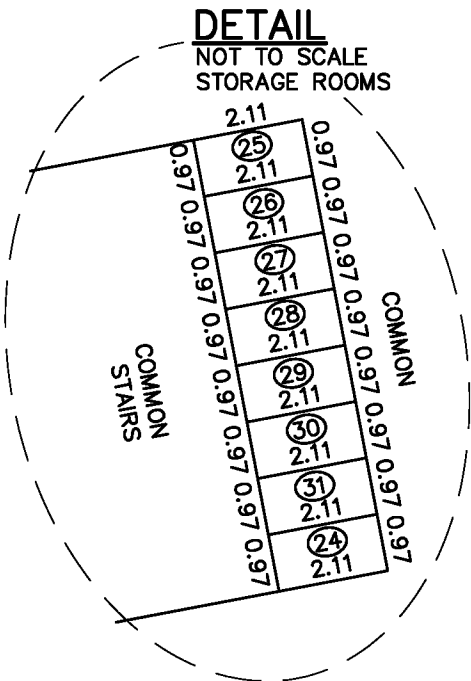
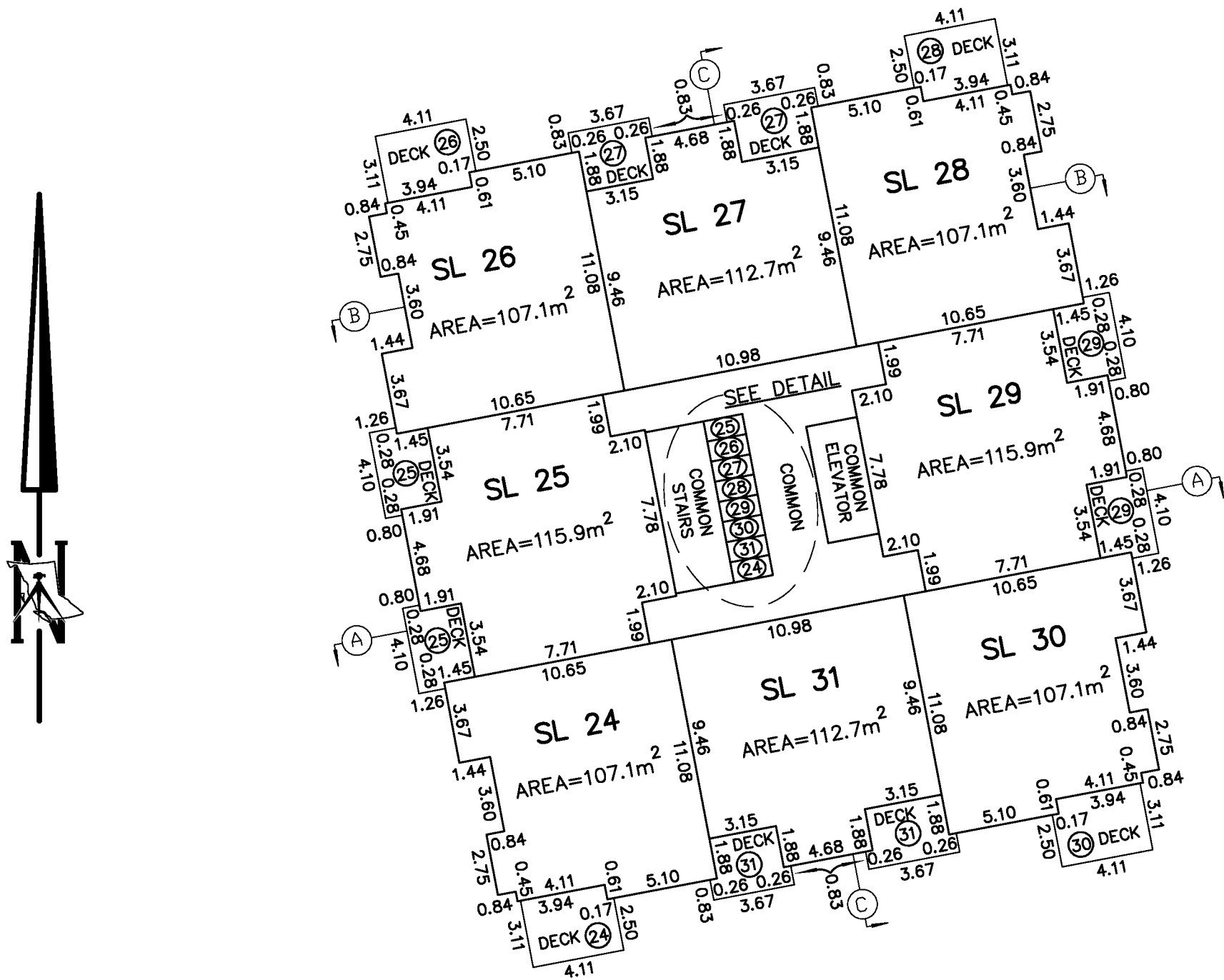


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 8 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-FLOOR PLANS

FLOOR PLANS

SIXTH FLOOR

BCGS 82E.043

SCALE 1:250

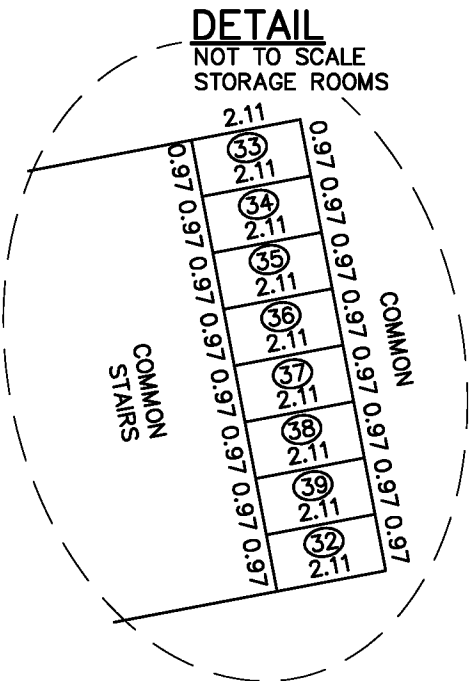
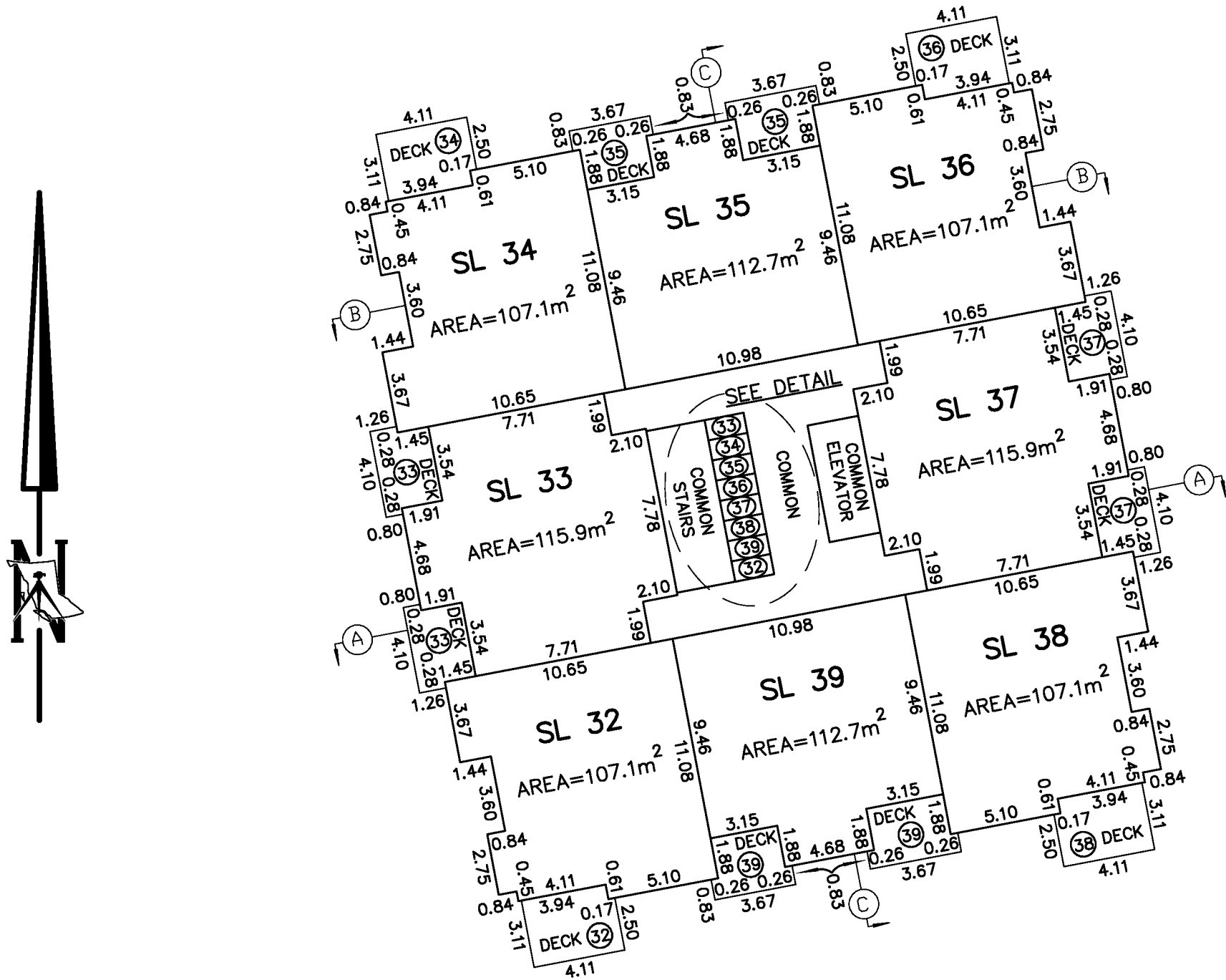


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 9 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

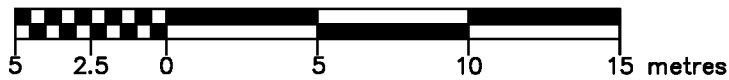
STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-FLOOR PLANS

FLOOR PLANS

SEVENTH FLOOR

BCGS 82E.043

SCALE 1:250

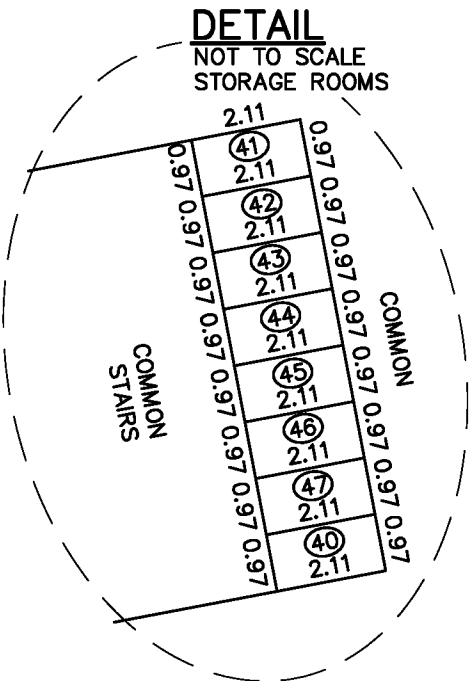
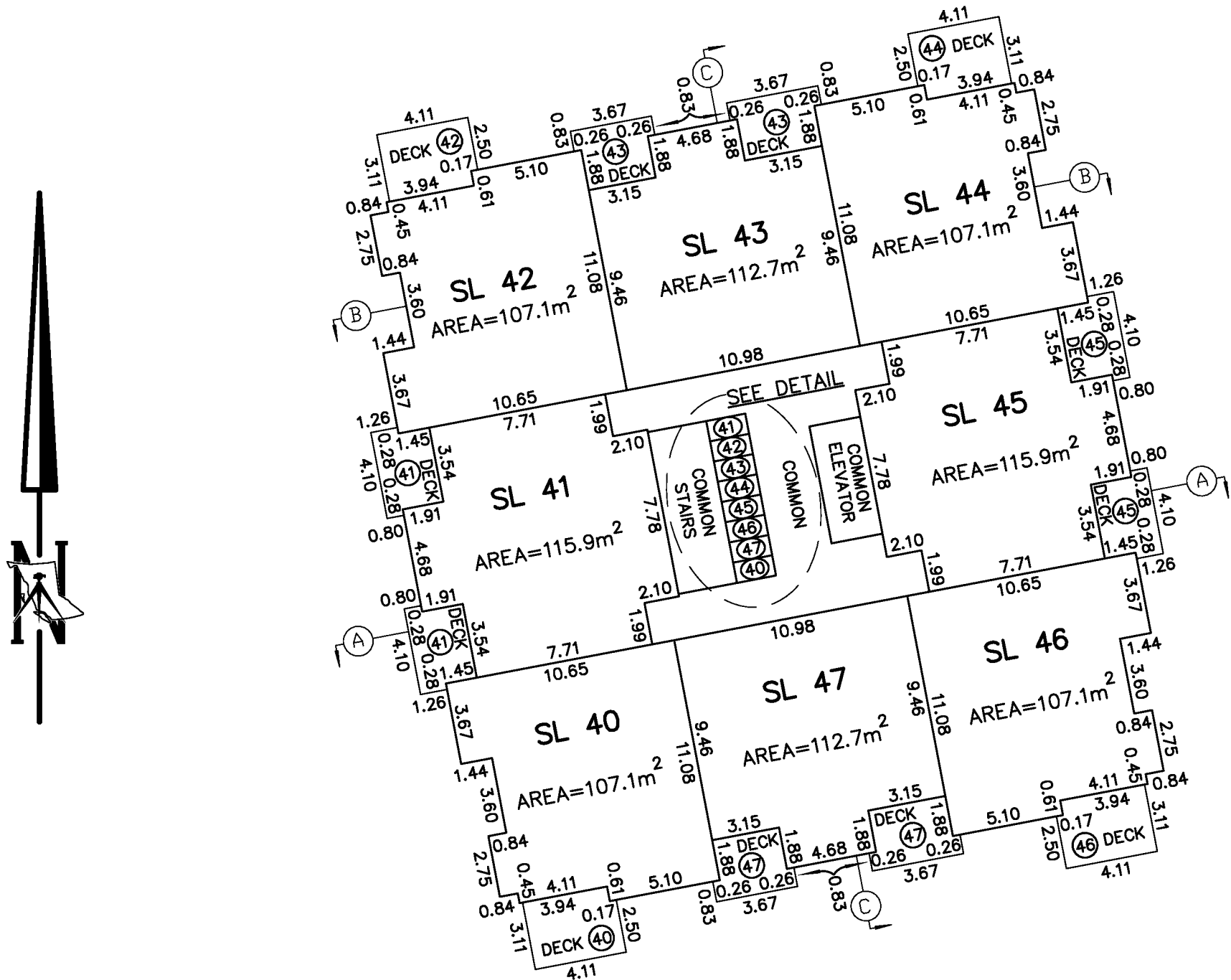


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 10 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1

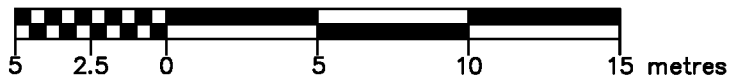


STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-FLOOR PLANS

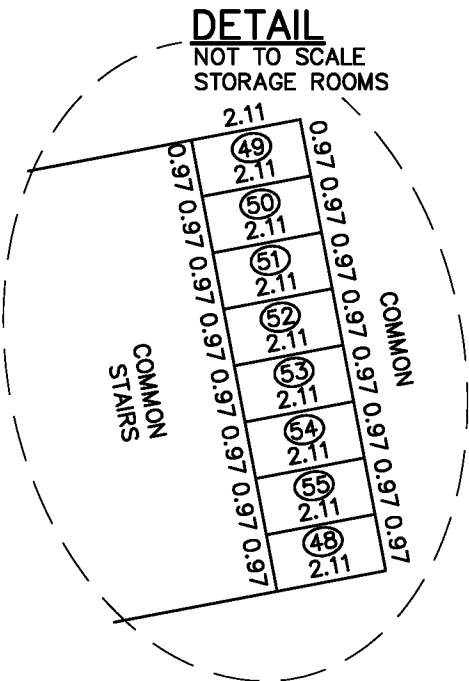
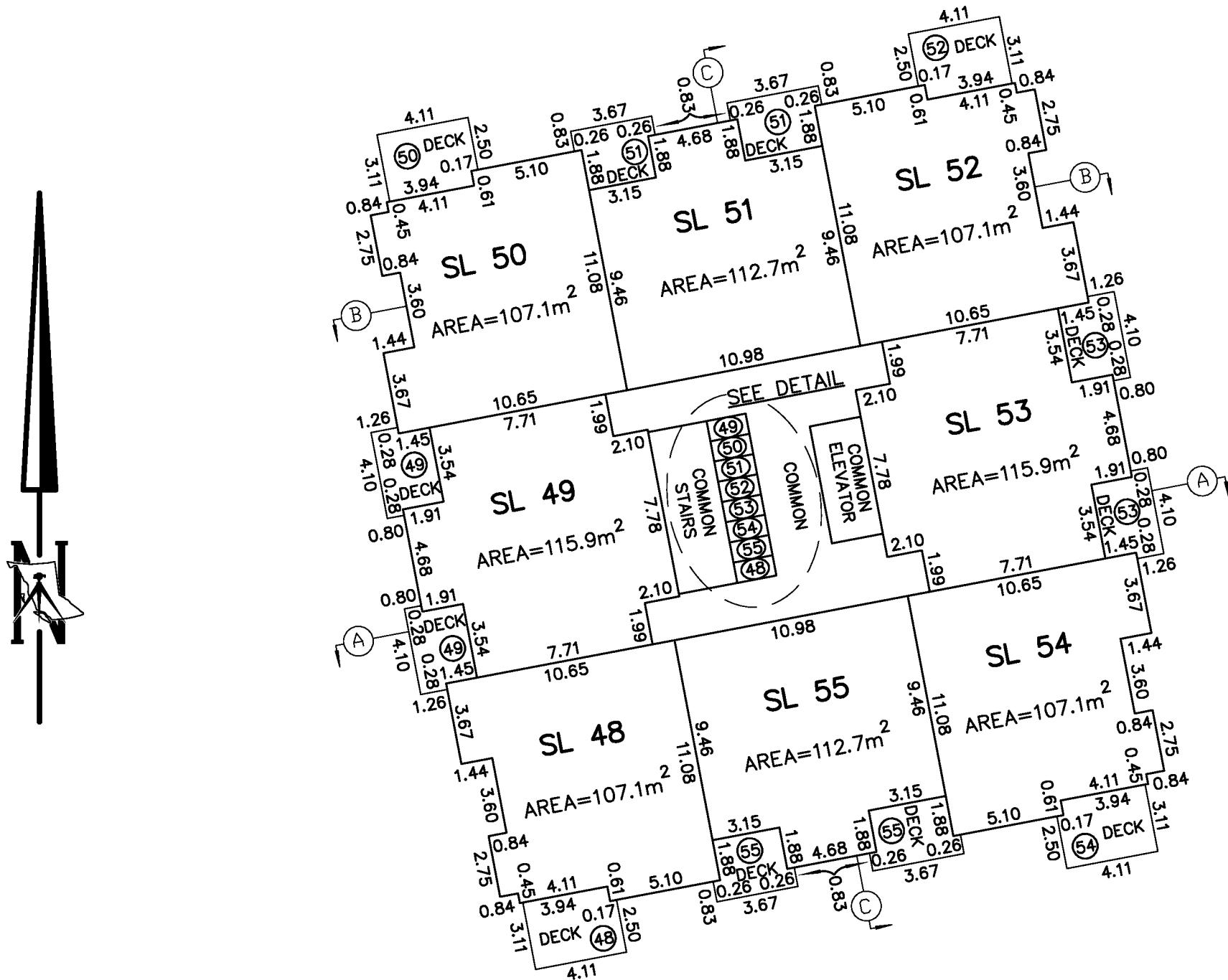
FLOOR PLANS  
EIGHTH FLOOR

BCGS 82E.043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 11 OF 18 SHEETS  
STRATA PLAN EPS4170  
PHASE 1



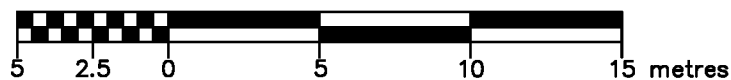
STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-FLOOR PLANS

## FLOOR PLANS

### NINTH FLOOR

BCGS 82E. 043  
SCALE 1:250

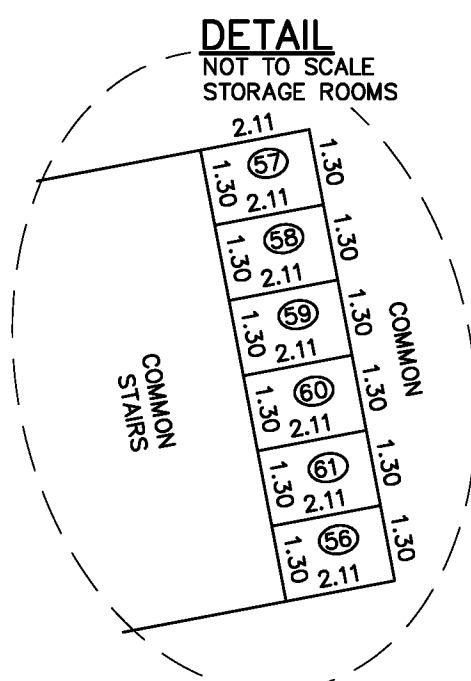
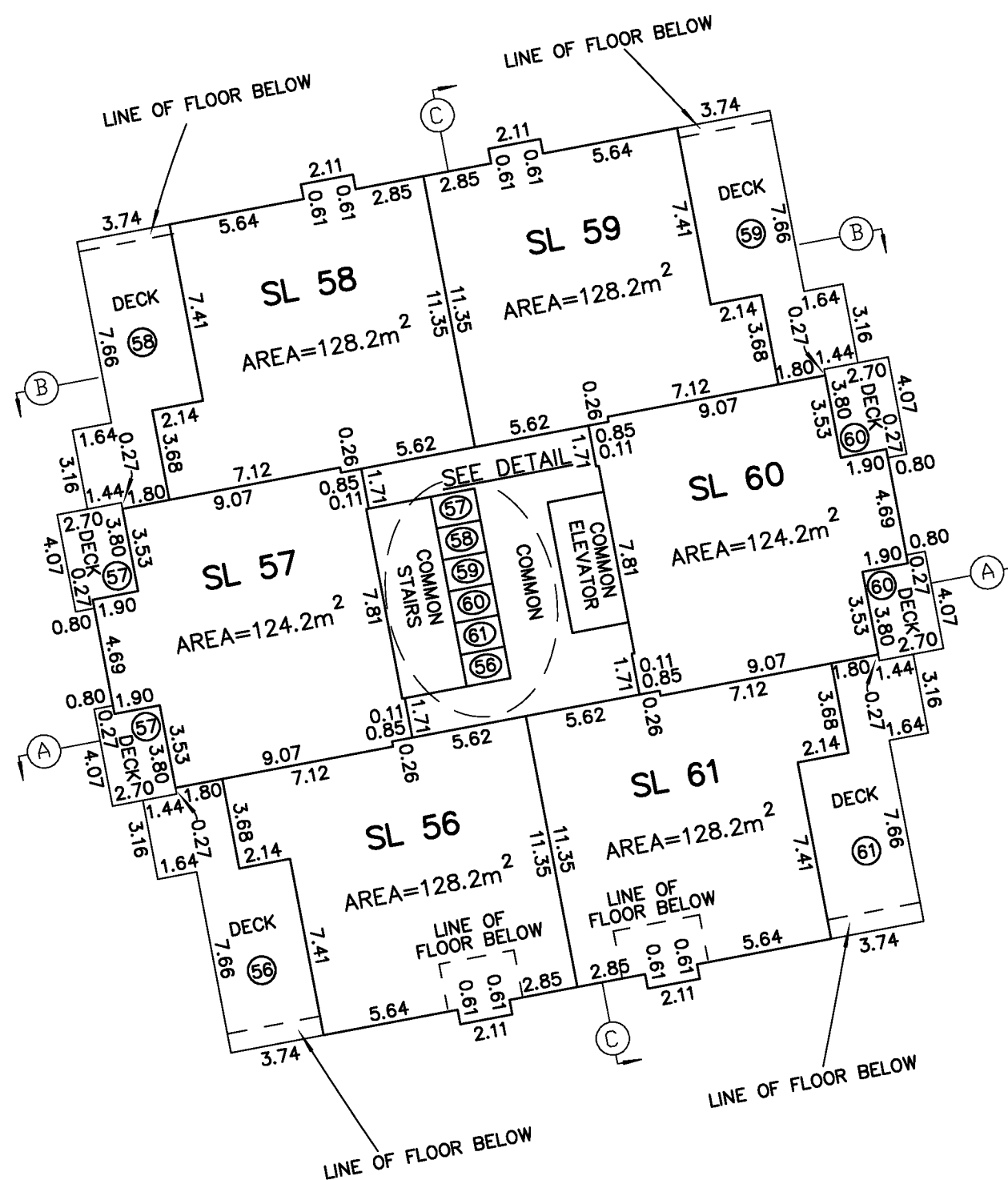


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 12 OF 18 SHEETS

# STRATA PLAN EPS4170

## PHASE 1



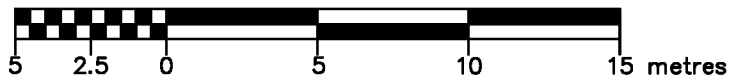
STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

**STEVEN J. BUZIKIEVICH**  
**PROFESSIONAL LAND SURVEYOR**  
**54 NANAIMO AVE. E.**  
**PENTICTON, B.C.**  
**Phone: (250)492-0559 Fax: (250)492-9851**  
**FILE 15-150**  
**DWG. 15-150-FLOOR PLANS**

FLOOR PLANS

TENTH FLOOR

BCGS 82E.043  
SCALE 1:250

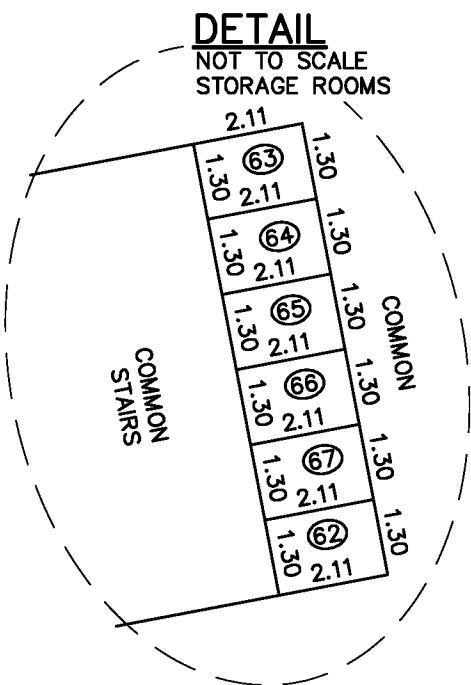
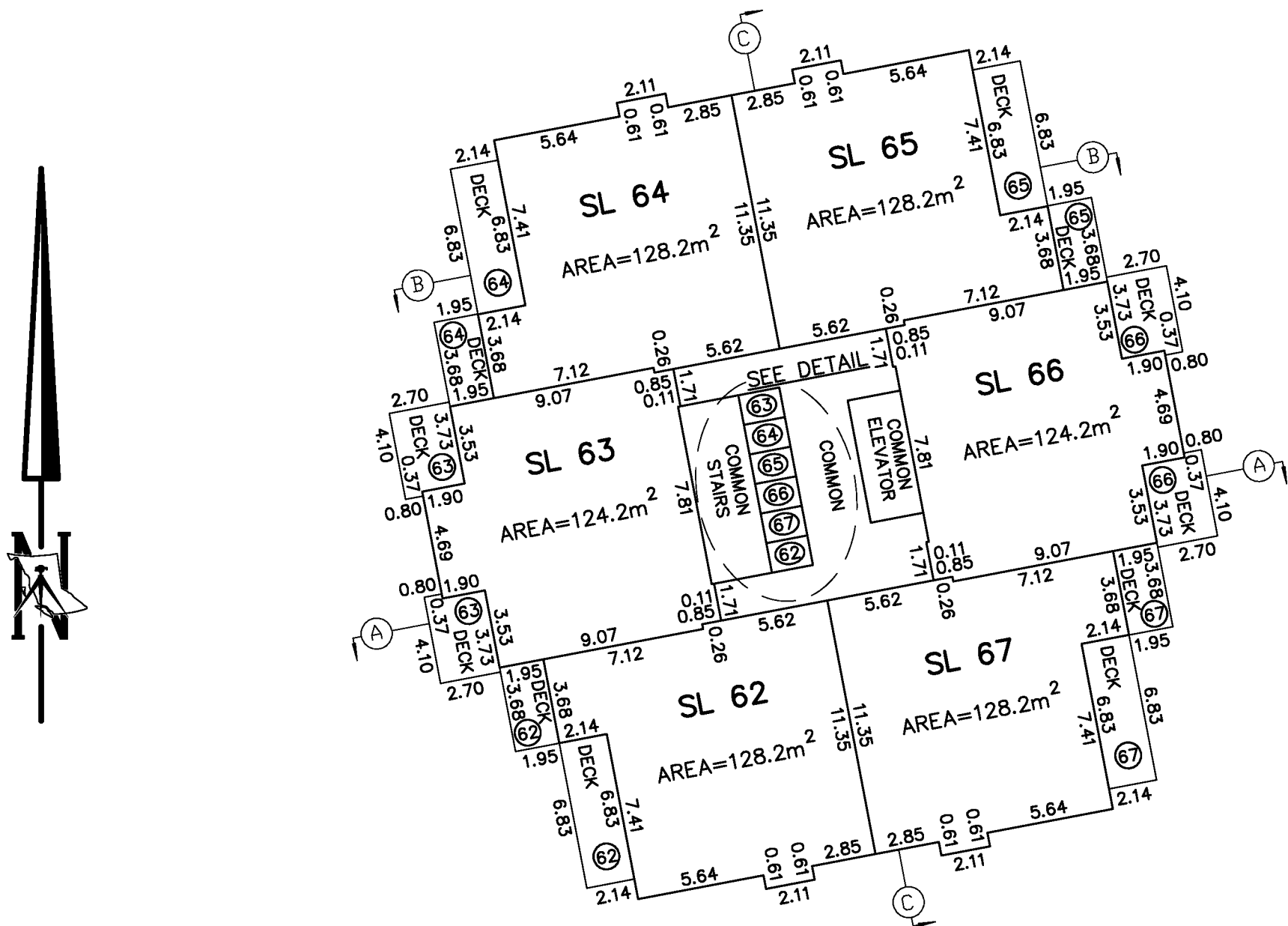


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 13 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-FLOOR PLANS

FLOOR PLANS

ELEVENTH FLOOR

BCGS 82E.043  
SCALE 1:250

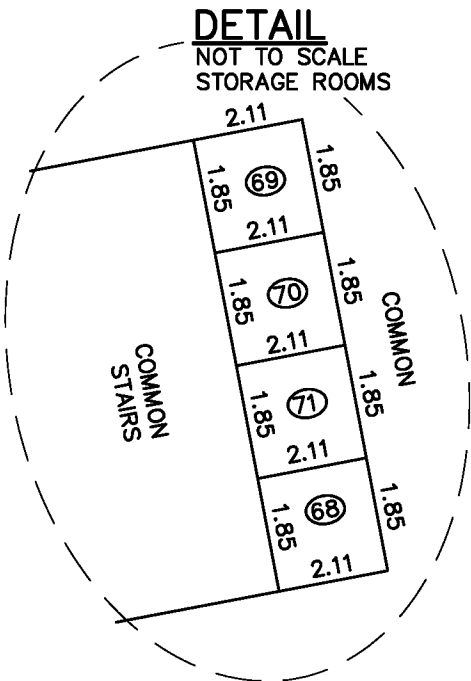
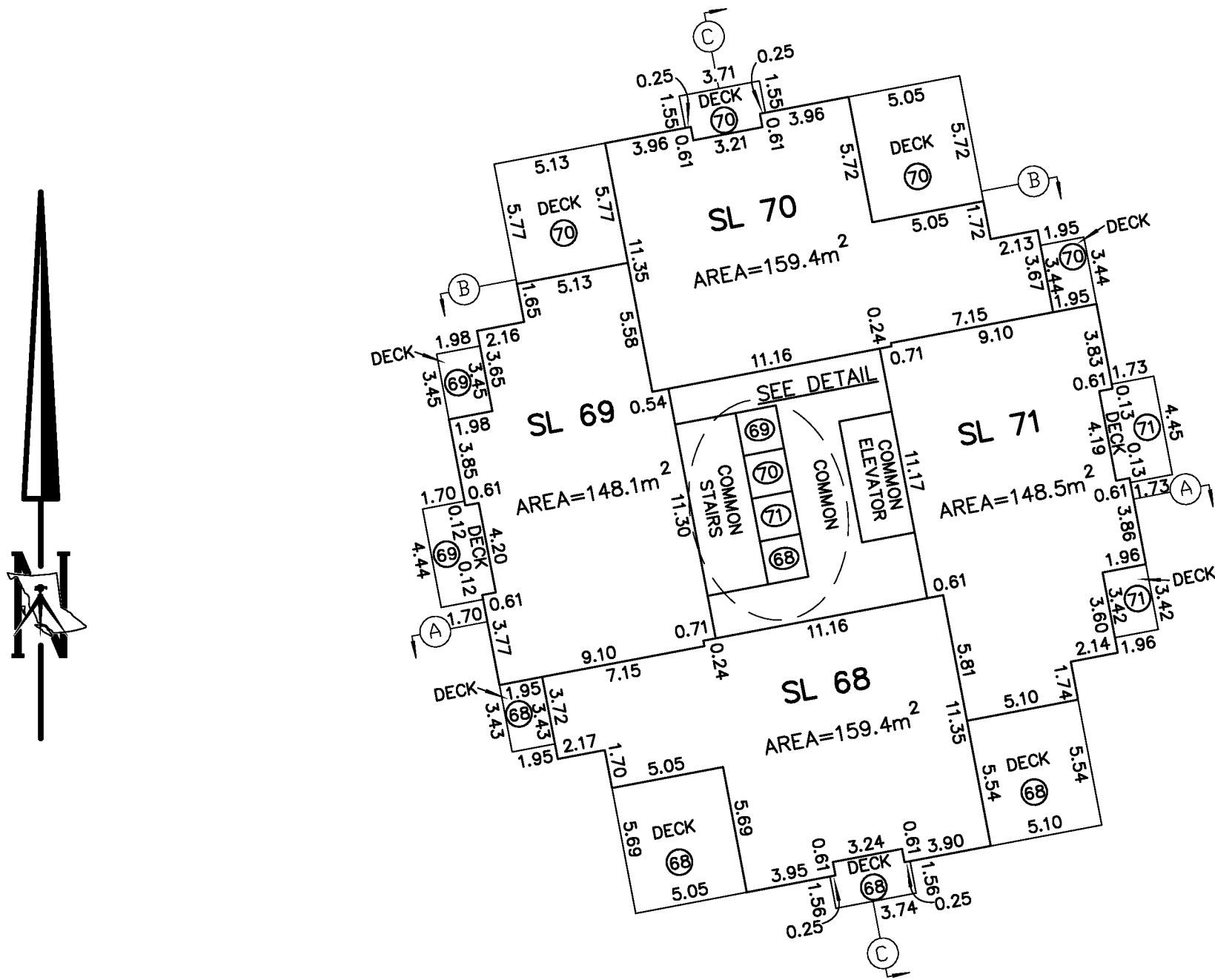


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 14 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-FLOOR PLANS

FLOOR PLANS

TWELTH FLOOR

BCGS 82E.043  
SCALE 1:250

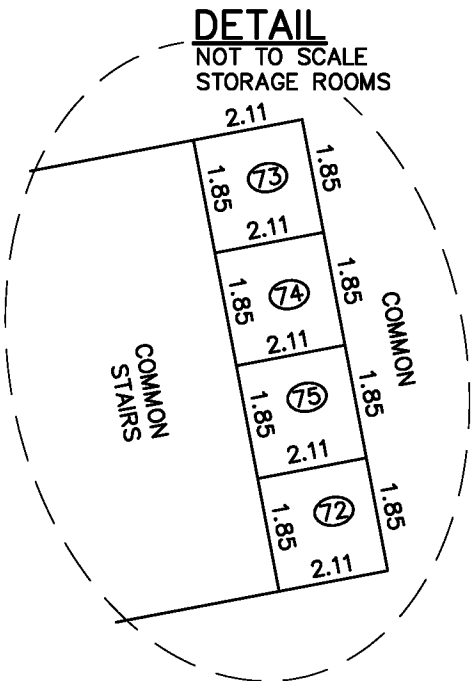
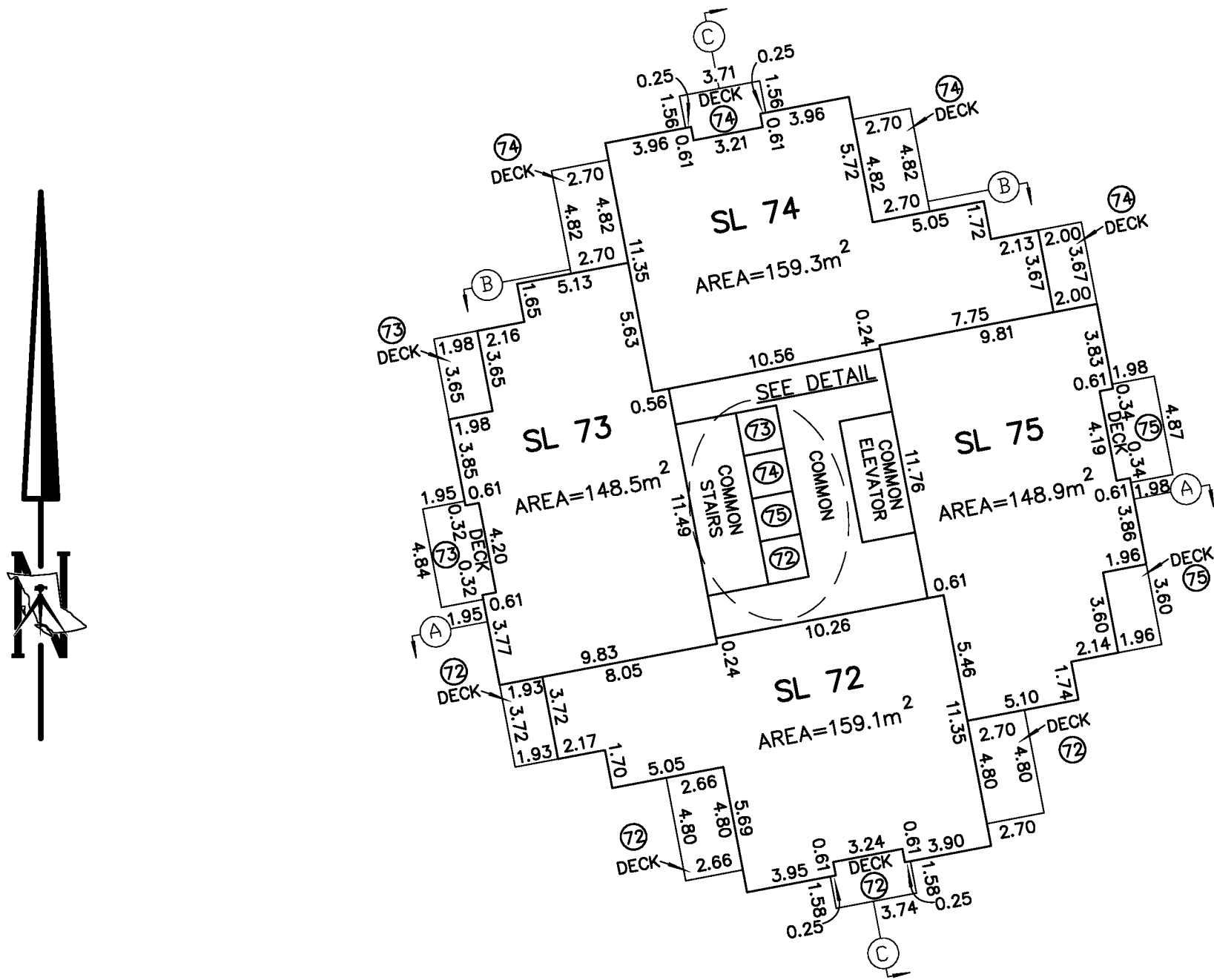


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 15 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-FLOOR PLANS

BUILDING SECTIONS

A—A

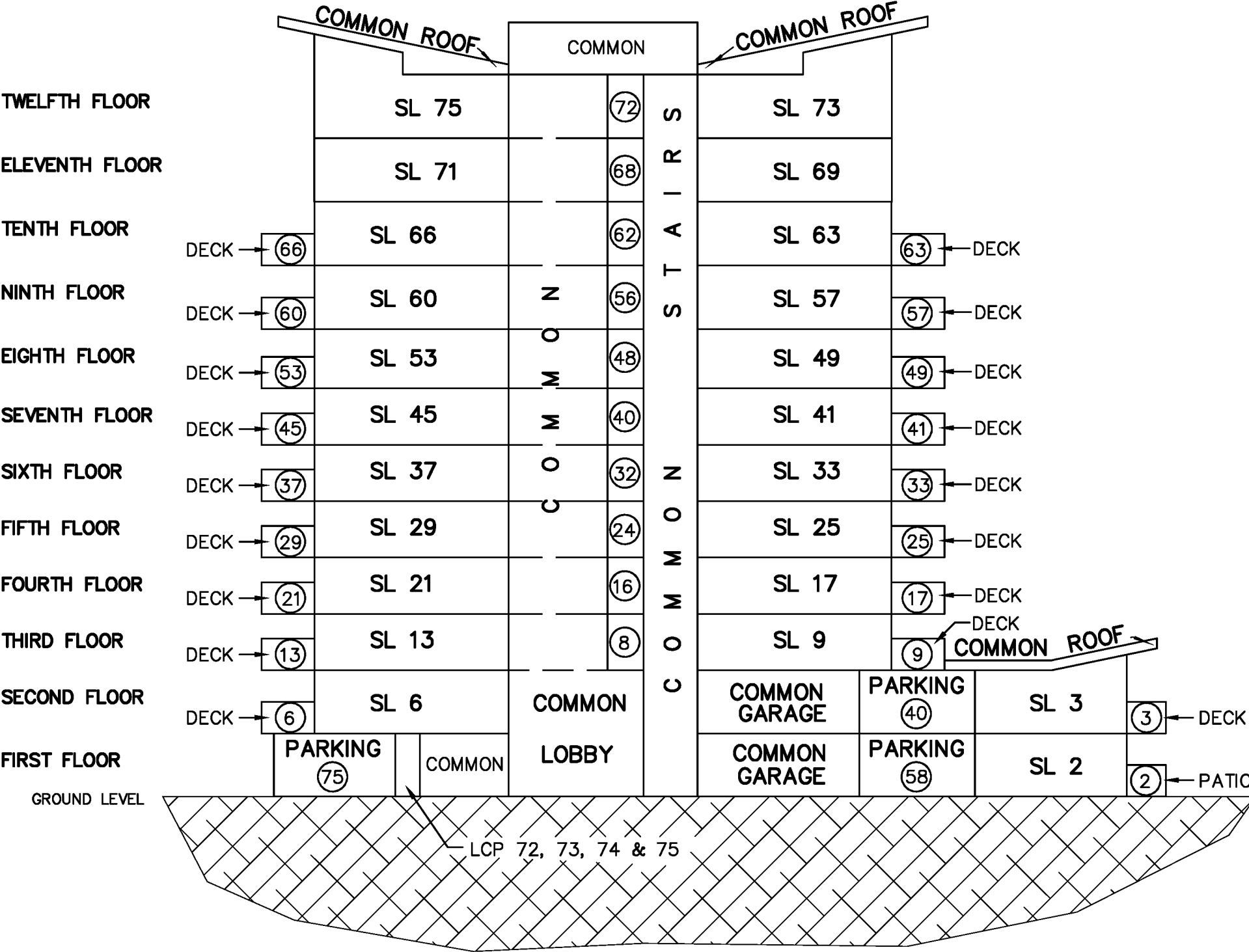
BCGS 82E.043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 16 OF 18 SHEETS

STRATA PLAN EPS4170  
PHASE 1



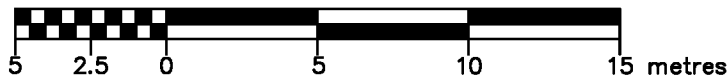
STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-STRATA SECTIONS

BUILDING SECTIONS

B—B

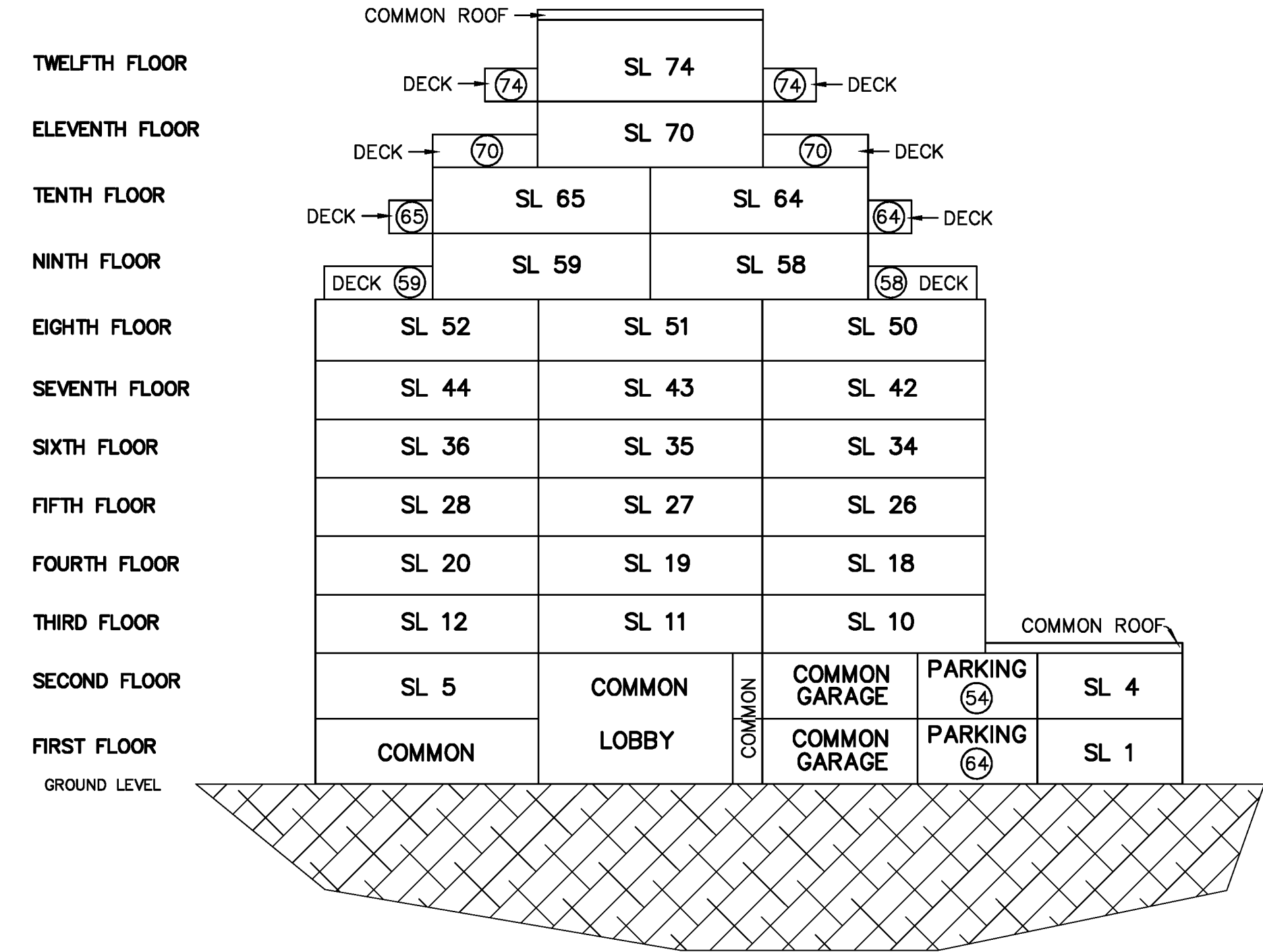
BCGS 82E.043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 17 OF 18 SHEETS

STRATA PLAN EPS4170  
PHASE 1



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-STRATA SECTIONS

BUILDING SECTIONS

C—C

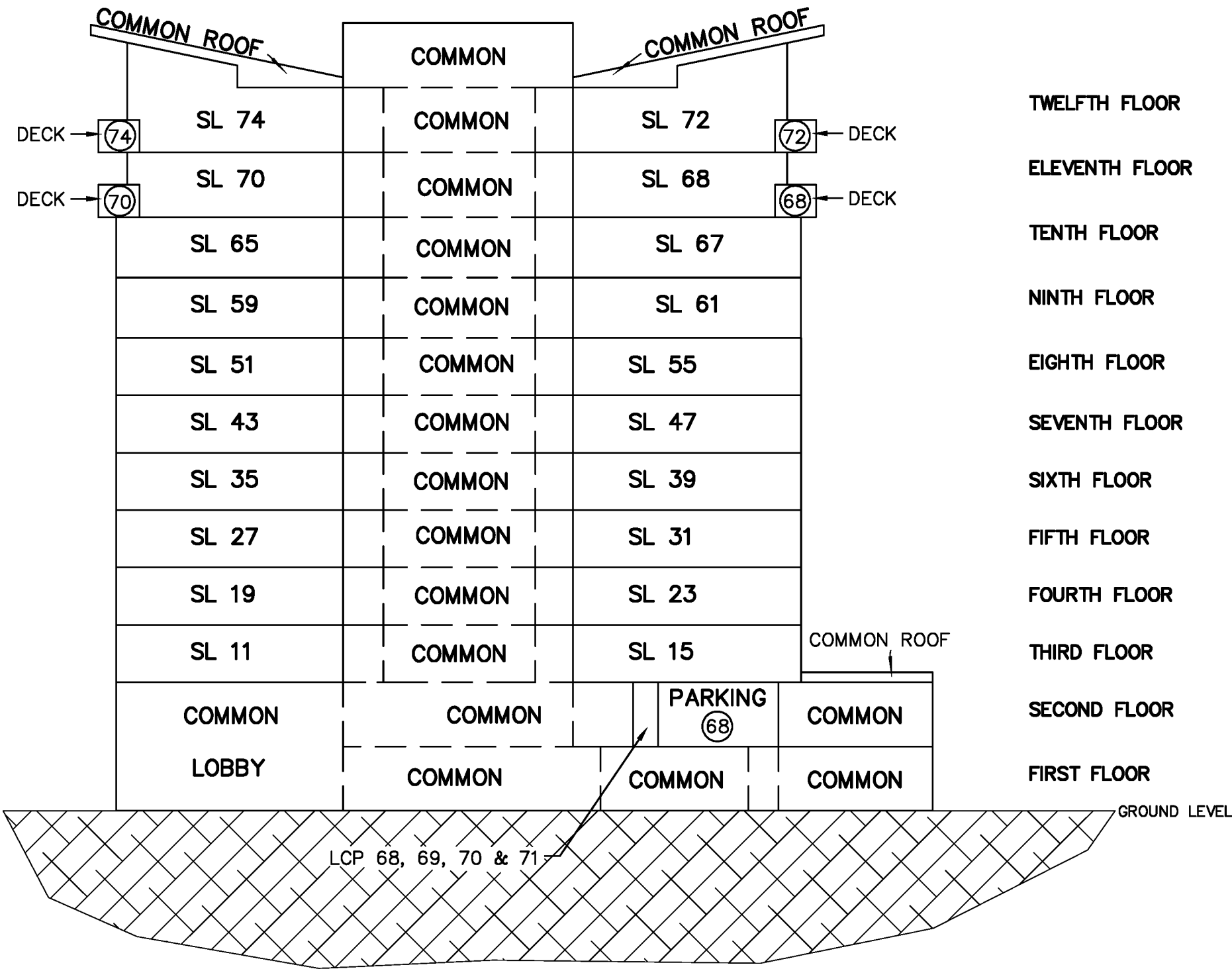
BCGS 82E.043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 18 OF 18 SHEETS

STRATA PLAN EPS4170  
PHASE 1



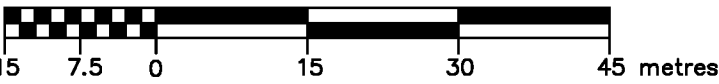
STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 6th DAY OF JULY, 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 15-150  
DWG. 15-150-STRATA SECTIONS

STRATA PLAN OF PART OF  
LOT 1, DL 116, SDYD  
PLAN EPP70049 except  
PHASE ONE STRATA PLAN EPS4170

SHEET 1 OF 20 SHEETS  
STRATA PLAN EPS4170  
PHASE 2

BCGS 82E.043  
SCALE 1:750

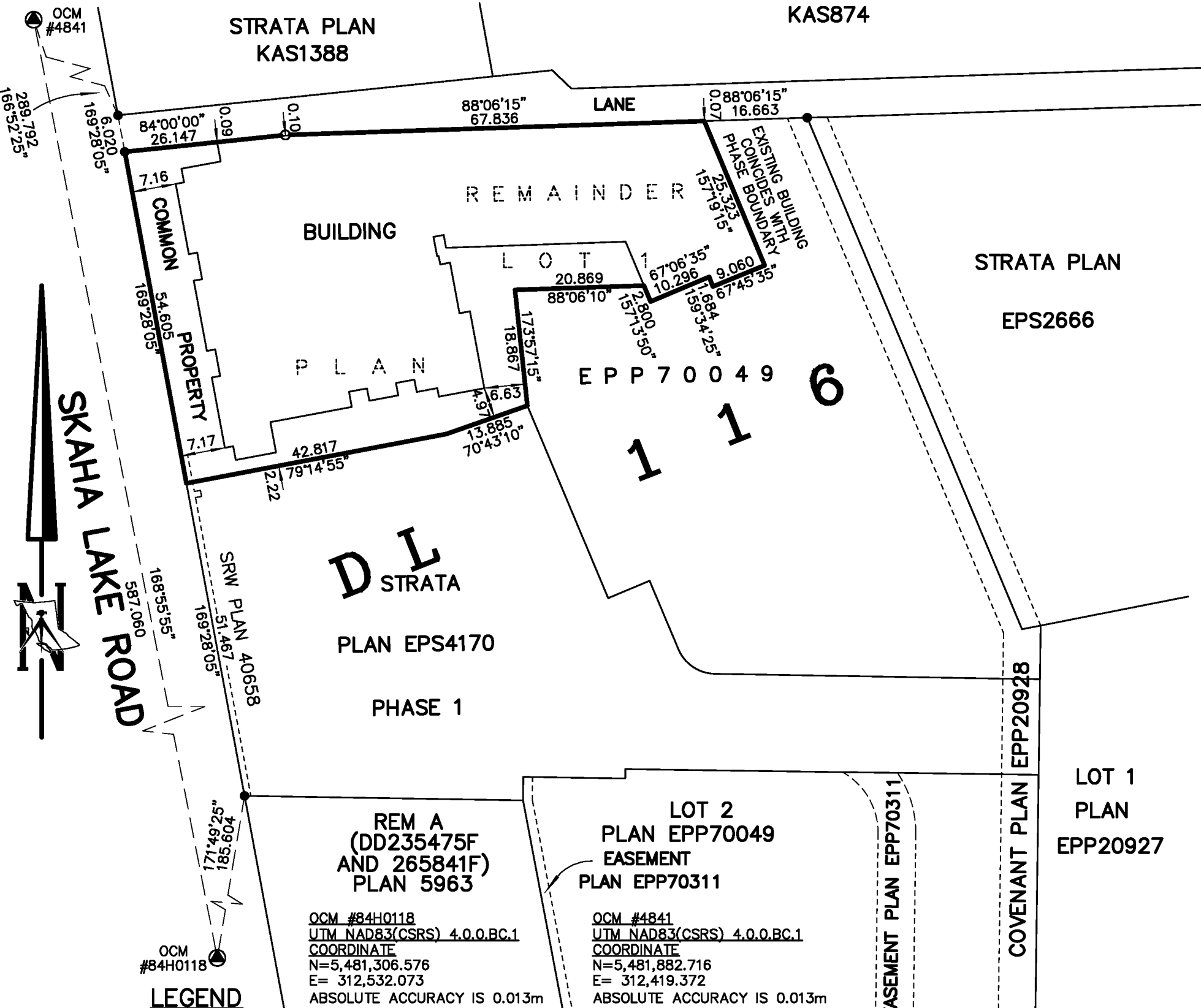


CITY OF PENTICTON

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:750

STRATA PLAN

KAS874



LOT 1  
PLAN  
EPP20927

- LEGEND**
- DENOTES CONTROL MONUMENT
  - DENOTES STANDARD IRON POST FOUND
  - DENOTES STANDARD IRON POST PLACED
  - ② DENOTES COMMON PROPERTY LIMITED TO THE USE OF THE STRATA LOT SHOWN CIRCLED PURSUANT TO SEC. 73, STRATA PROPERTY ACT.
  - Pt DENOTES PART
  - P DENOTES PARKING
  - C OR COMMON DENOTES COMMON PROPERTY
  - LCP DENOTES LIMITED COMMON PROPERTY
  - m<sup>2</sup> DENOTES SQUARE METRES
  - (A) DENOTES SECTION LOCATION AND DIRECTION OF VIEW

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN CONTROL MONUMENTS #4841 and #84H0118 INTEGRATED SURVEY AREA NO. 12 (PENTICTON) NAD83 (CSRS) 4.0.0.BC.1

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9999809 WHICH HAS BEEN DERIVED FROM OCM #84H0118.

THIS PLAN LIES IN THE OKANAGAN-SIMILKAMEEN REGIONAL DISTRICT

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.

OFFSETS DISTANCES TO BUILDINGS ARE TO EXTERIOR WALLS

DEVELOPMENT NAME: SKAHA LAKE TOWERS

CIVIC ADDRESS: 3346 SKAHA LAKE ROAD, PENTICTON, B.C.

ALL PATIOS AND BALCONIES ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE, OR ITS EXTENSIONS OR WHERE THERE IS NO FLOOR ABOVE BY THE AVERAGE HEIGHT OF A STRATA LOT WITHIN THE SAME BUILDING UNLESS OTHERWISE INDICATED

THIS PLAN IS PHASE 2 OF A 3 PHASE STRATA PLAN UNDER SECTION 224 OF THE STRATA PROPERTY ACT LYING WITHIN THE JURISDICTION OF THE APROVING OFFICER FOR THE CITY OF PENTICTON

**FORM S**

THE BUILDINGS IN THIS STRATA PLAN HAVE NOT BEEN PREVIOUSLY OCCUPIED.

**FORM U**

THE BUILDINGS SHOWN HEREON ARE WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS SUBJECT OF THE STRATA PLAN.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 11th DAY OF JANUARY, 2021. STEVEN J. BUZIKIEVICH BCLS #600

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 18-156  
DWG. 18-156-STRATA PLAN-1

## EXTERIOR DIMENSIONS

BCGS 82E.043  
SCALE 1:300

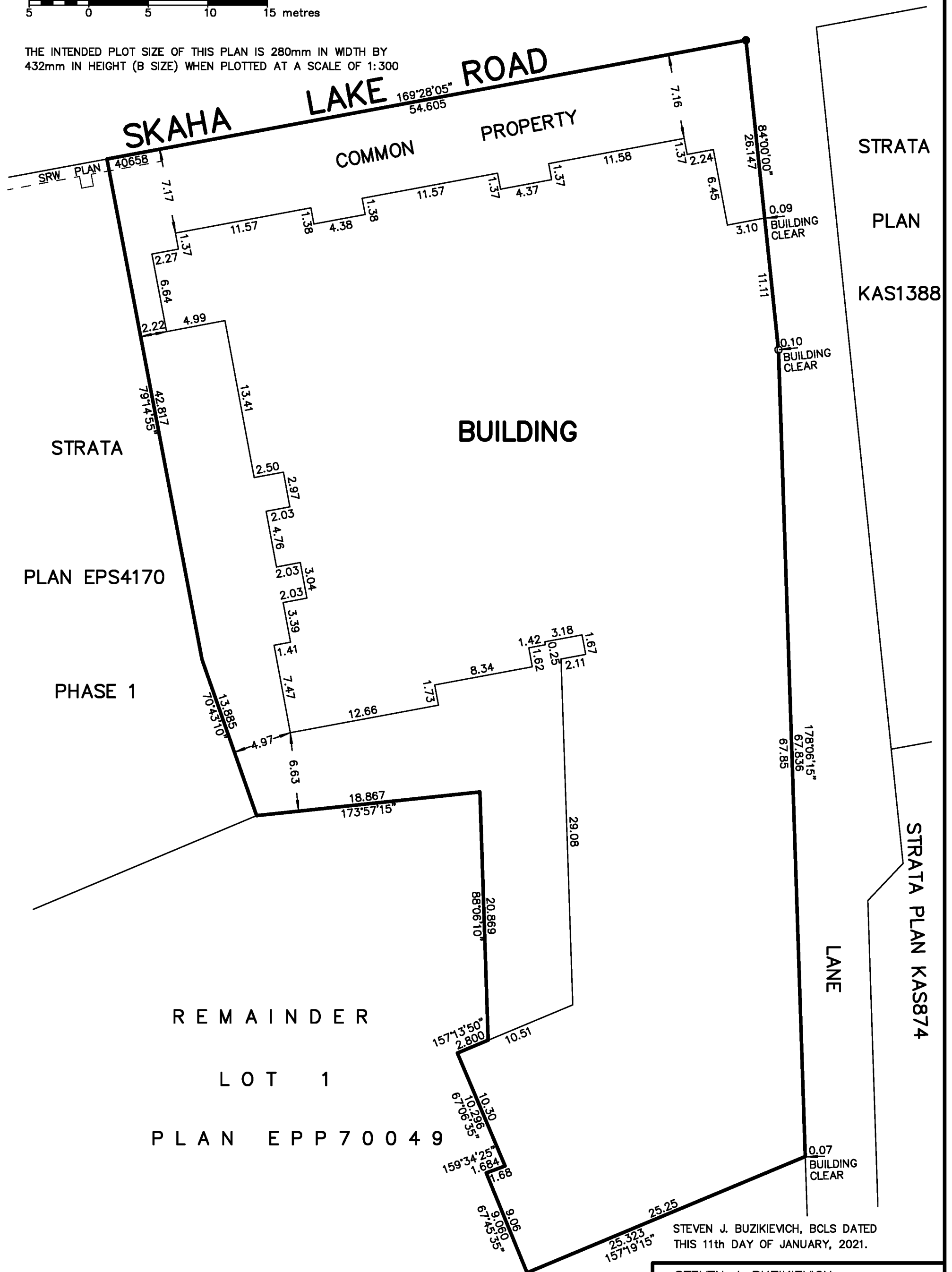


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

**SHEET 2 OF 20 SHEETS**

# STRATA PLAN EPS4170

## PHASE 2



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
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Phone: (250)492-0559 Fax: (250)492-9851  
FILE 18-156  
DWG. 18-156-STRATA PLAN-2

FLOOR PLANS

FIRST FLOOR

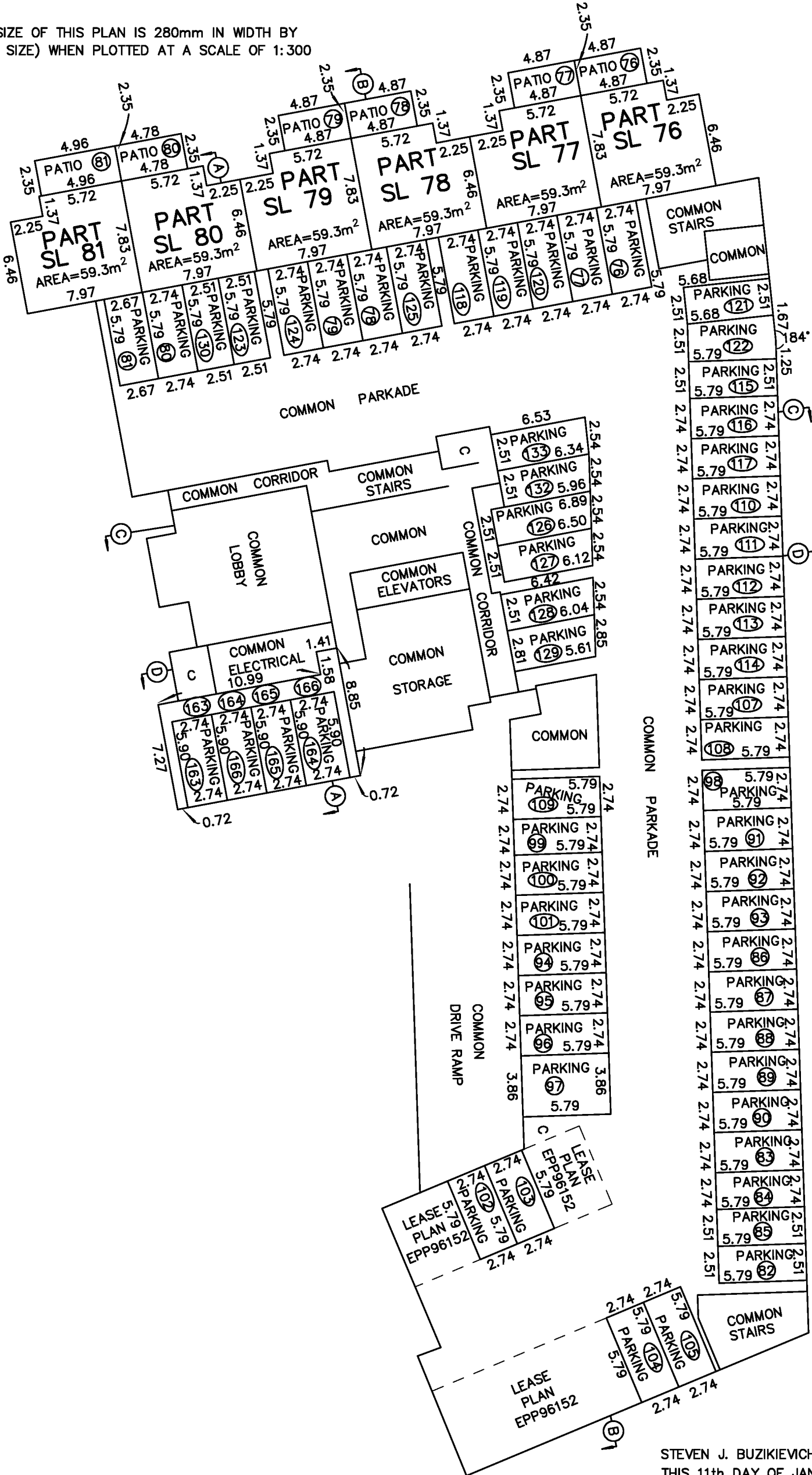
BCGS 82E.043  
SCALE 1:300



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

SHEET 3 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 2



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

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FILE 18-156  
DWG. 18-156-STRATA PLAN-3

FLOOR PLANS

SECOND FLOOR

BCGS 82E.043

SCALE 1:300

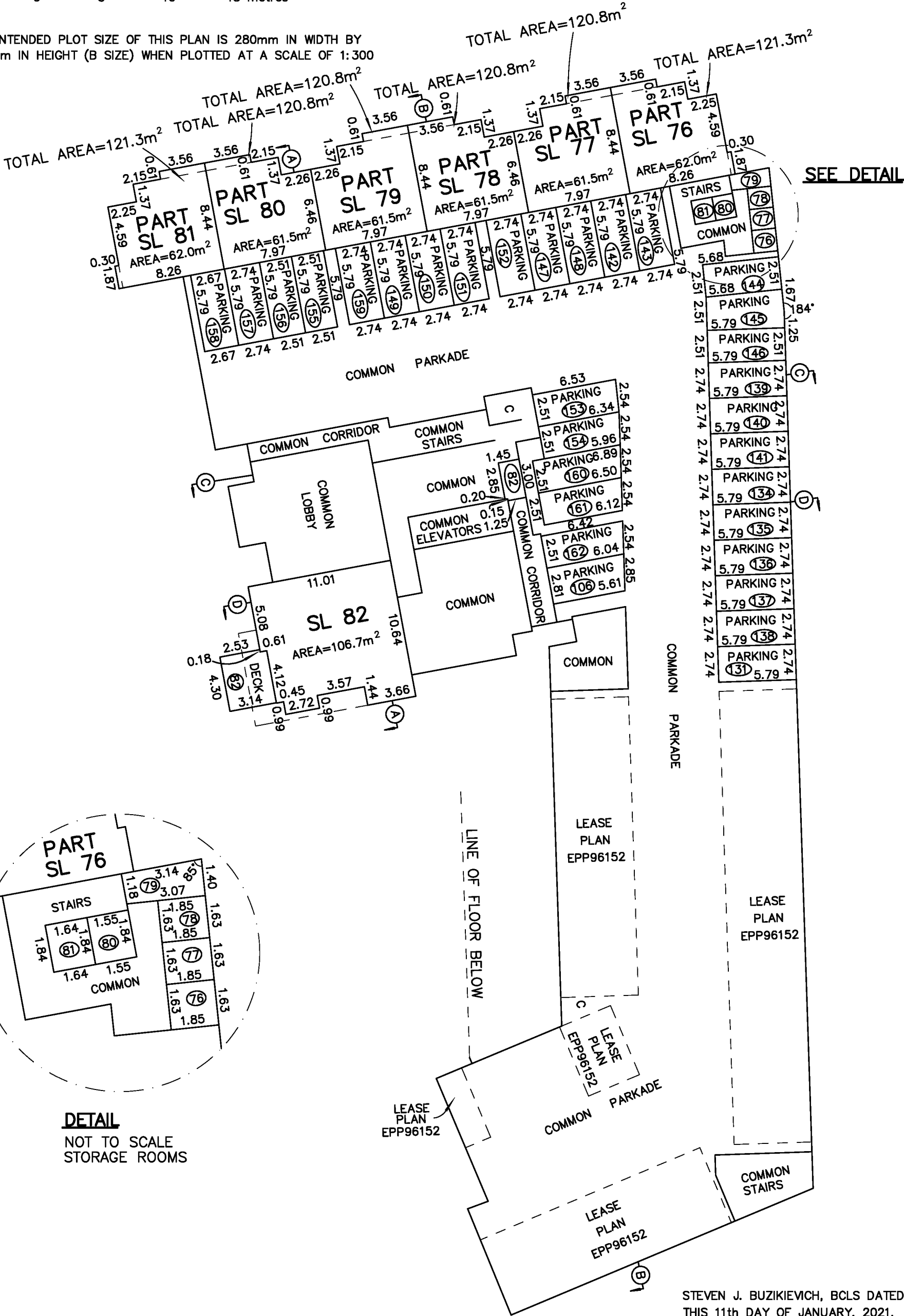


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

SHEET 4 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



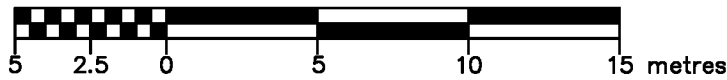
LINE OF FLOOR BELOW - - - - -

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
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FILE 18-156  
DWG. 18-156-STRATA PLAN-4

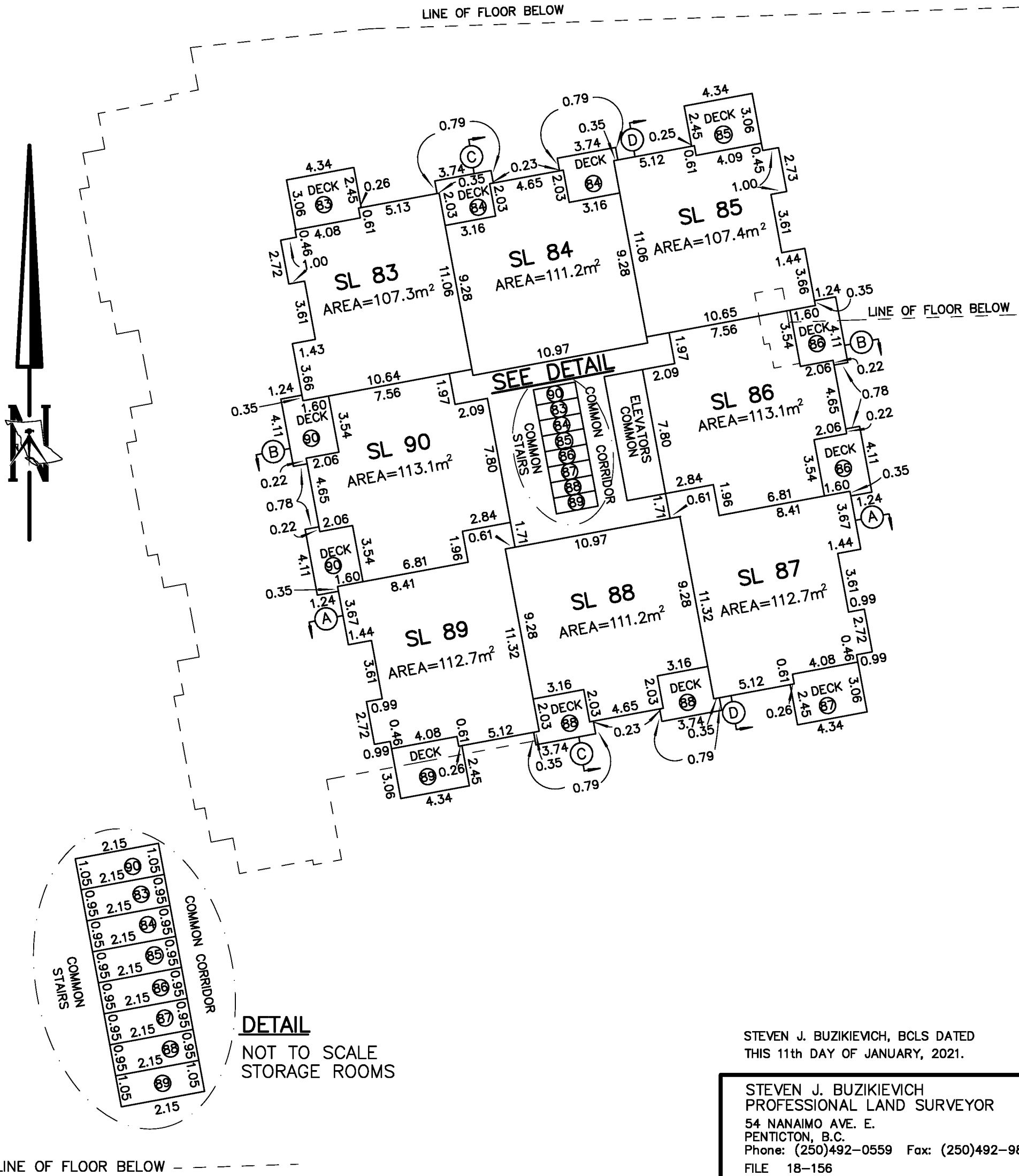
FLOOR PLANS  
THIRD FLOOR

BCGS 82E.043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 5 OF 20 SHEETS  
STRATA PLAN EPS4170  
PHASE 2



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

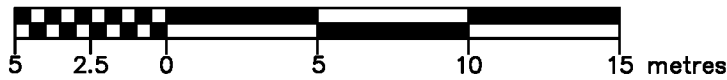
STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
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PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 18-156  
DWG. 18-156-STRATA PLAN-5

FLOOR PLANS

FOURTH FLOOR

BCGS 82E.043

SCALE 1:250

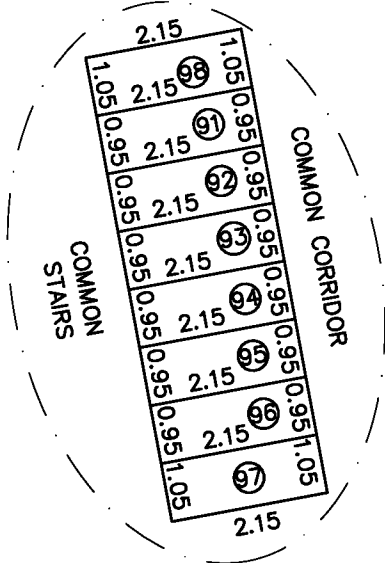
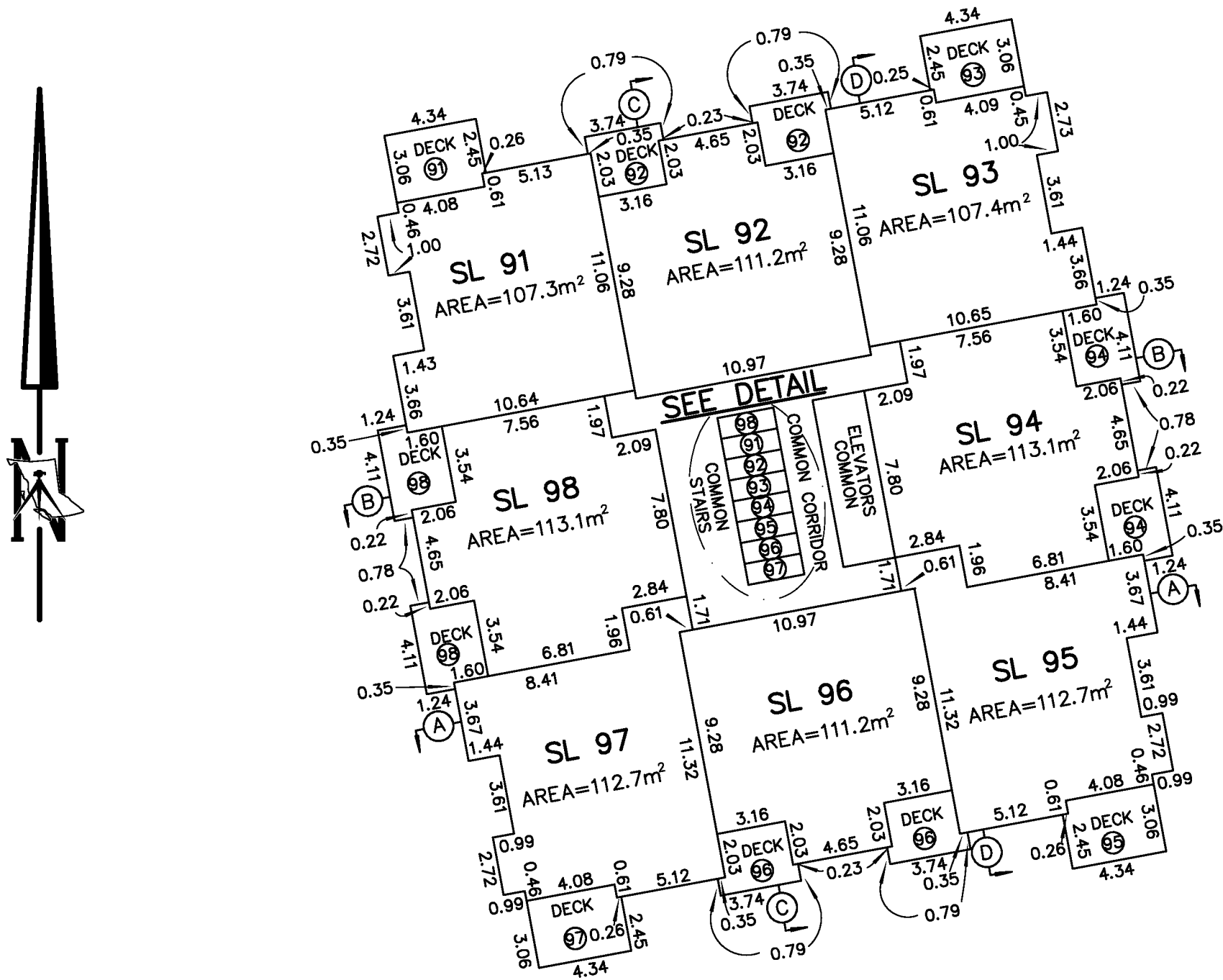


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 6 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



DETAIL  
NOT TO SCALE  
STORAGE ROOMS

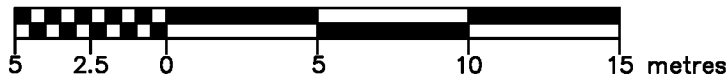
LINE OF FLOOR BELOW - - - - -

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
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FILE 18-156  
DWG. 18-156-STRATA PLAN-6

FLOOR PLANS  
FIFTH FLOOR

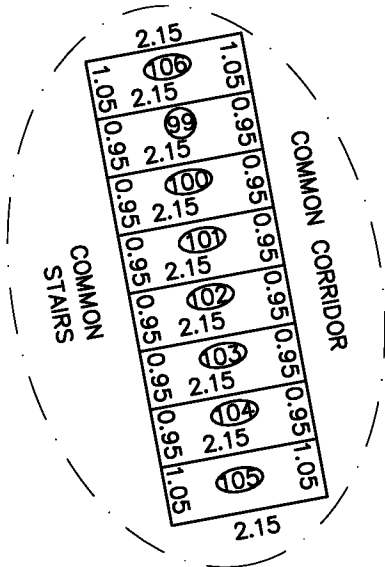
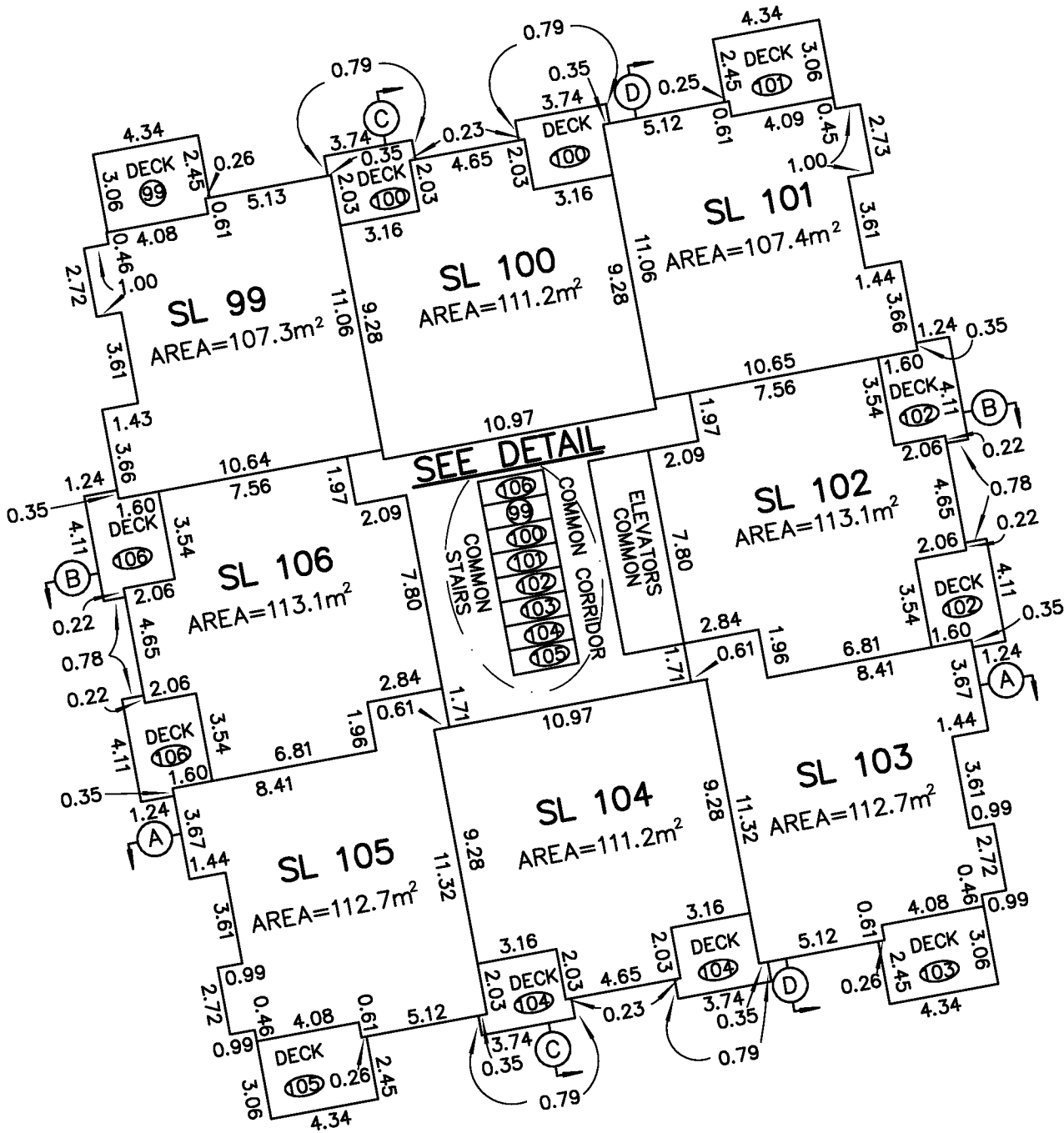
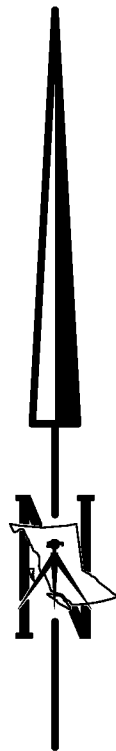
BCGS 82E.043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 7 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 2



**DETAIL**  
NOT TO SCALE  
STORAGE ROOMS

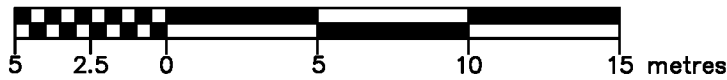
LINE OF FLOOR BELOW - - - - -

STEVEN J. BUZIKIEVICH, BCLS DATED  
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FILE 18-156  
DWG. 18-156-STRATA PLAN-7

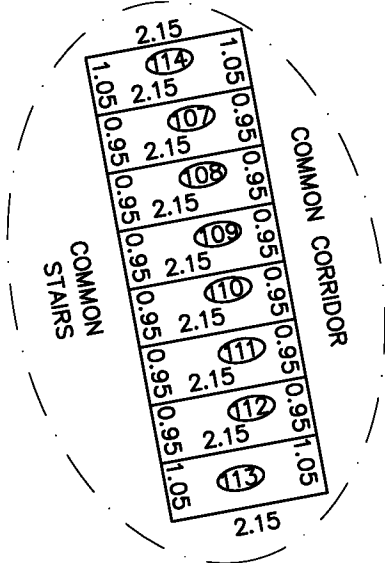
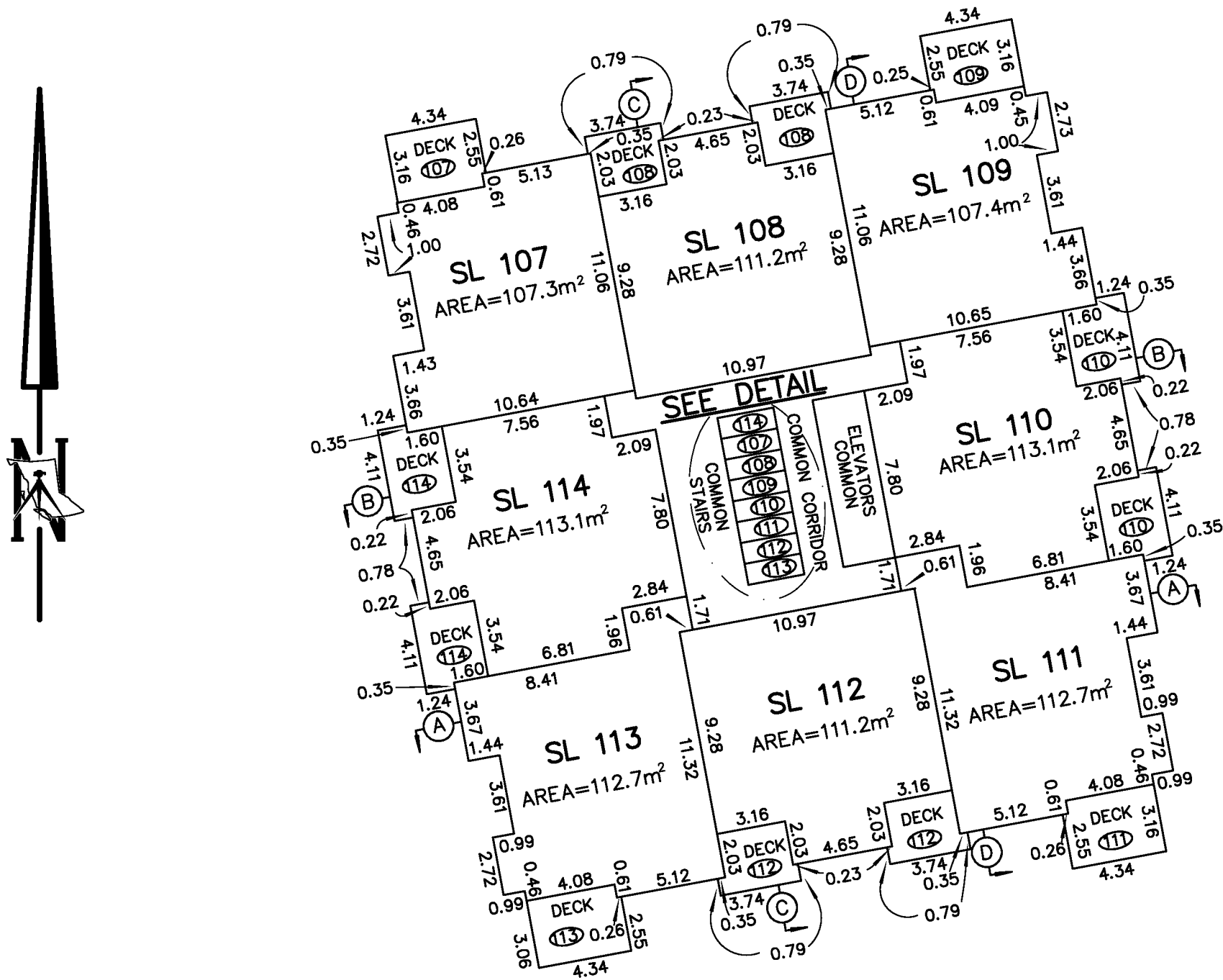
FLOOR PLANS  
SIXTH FLOOR

BCGS 82E.043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 8 OF 20 SHEETS  
STRATA PLAN EPS4170  
PHASE 2



DETAIL  
NOT TO SCALE  
STORAGE ROOMS

LINE OF FLOOR BELOW - - - - -

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

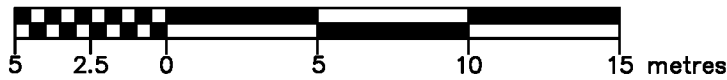
STEVEN J. BUZIKIEVICH  
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Phone: (250)492-0559 Fax: (250)492-9851  
FILE 18-156  
DWG. 18-156-STRATA PLAN-8

FLOOR PLANS

SEVENTH FLOOR

BCGS 82E.043

SCALE 1:250

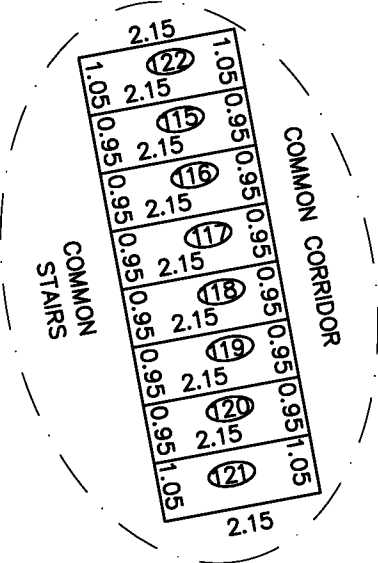
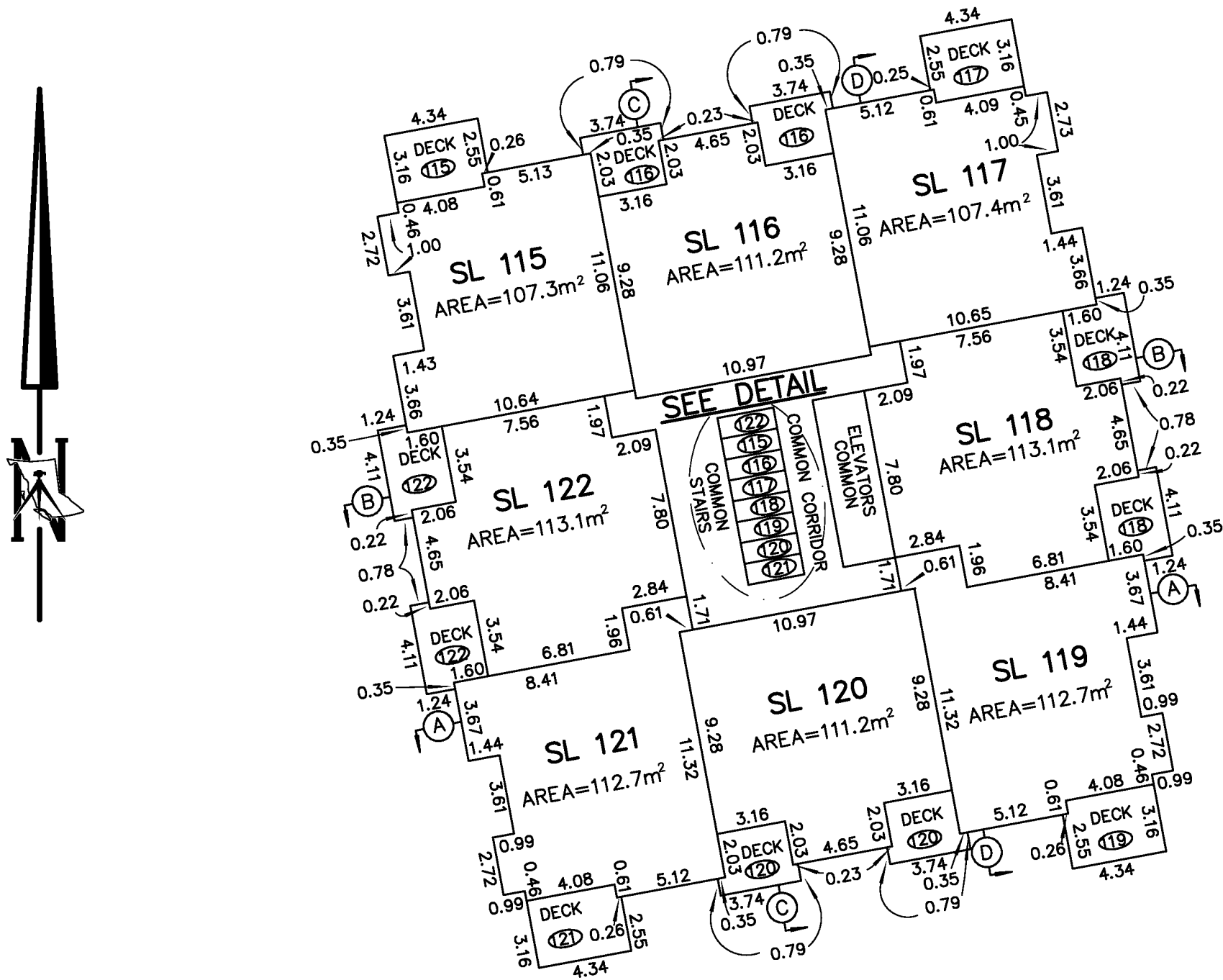


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 9 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



DETAIL  
NOT TO SCALE  
STORAGE ROOMS

LINE OF FLOOR BELOW - - - - -

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

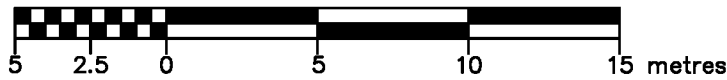
STEVEN J. BUZIKIEVICH  
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FILE 18-156  
DWG. 18-156-STRATA PLAN-9

FLOOR PLANS

EIGHTH FLOOR

BCGS 82E.043

SCALE 1:250

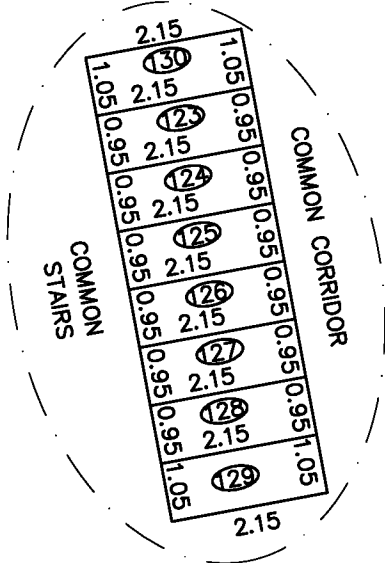
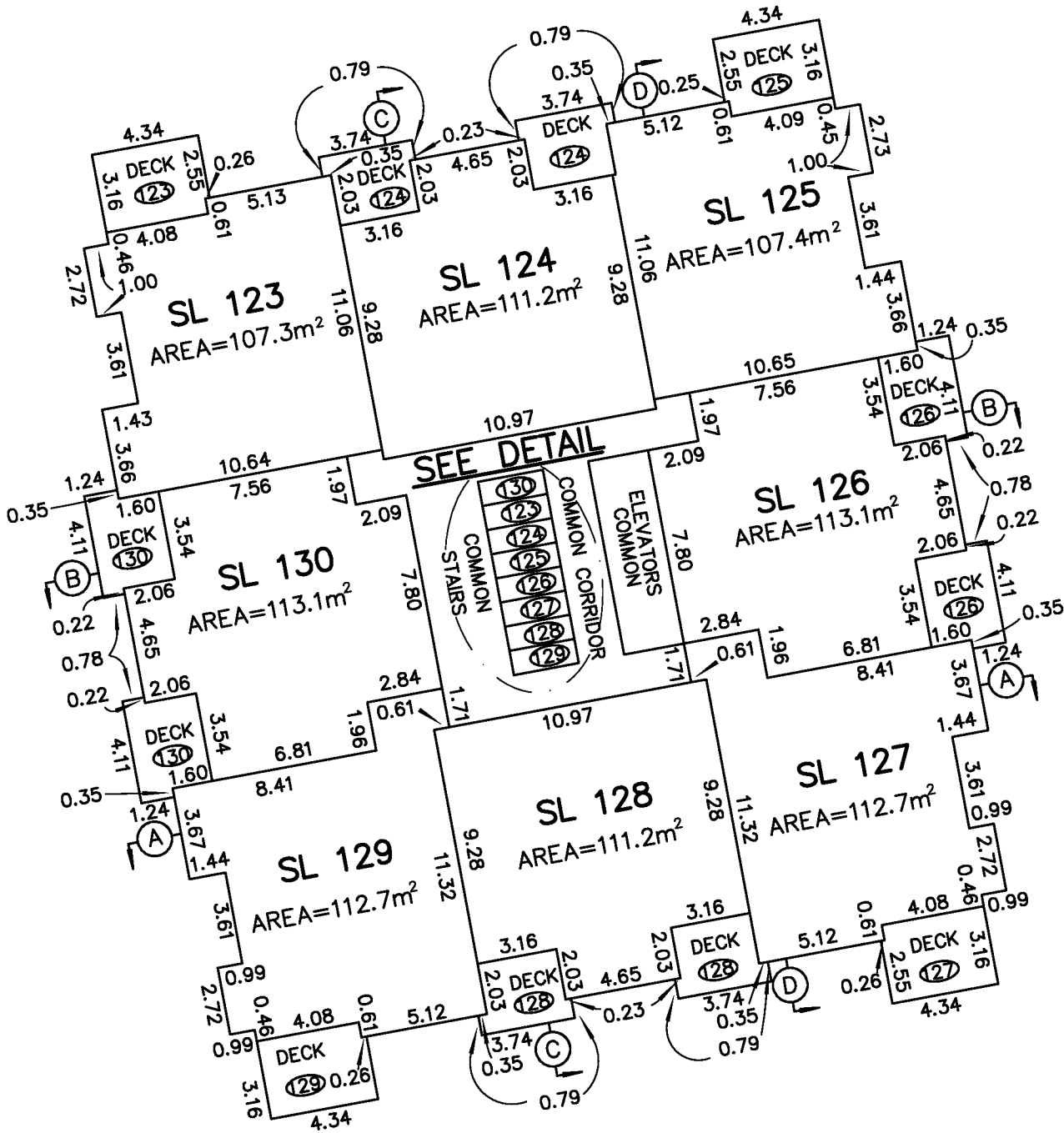
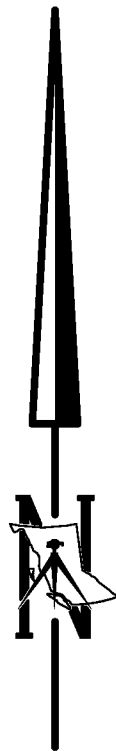


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 10 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



DETAIL  
NOT TO SCALE  
STORAGE ROOMS

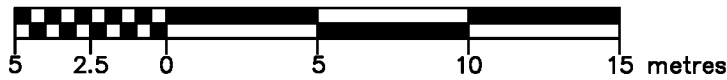
LINE OF FLOOR BELOW - - - - -

STEVEN J. BUZIKIEVICH, BCLS DATED  
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FILE 18-156  
DWG. 18-156-STRATA PLAN-10

FLOOR PLANS  
NINTH FLOOR

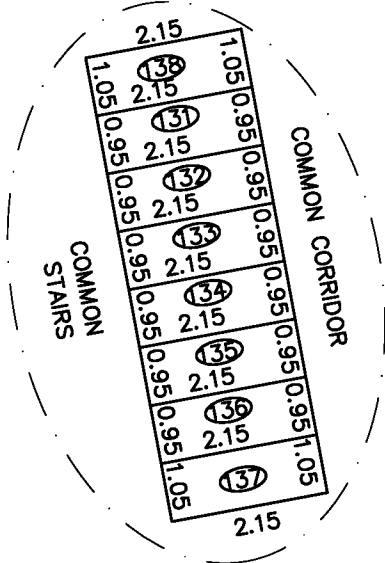
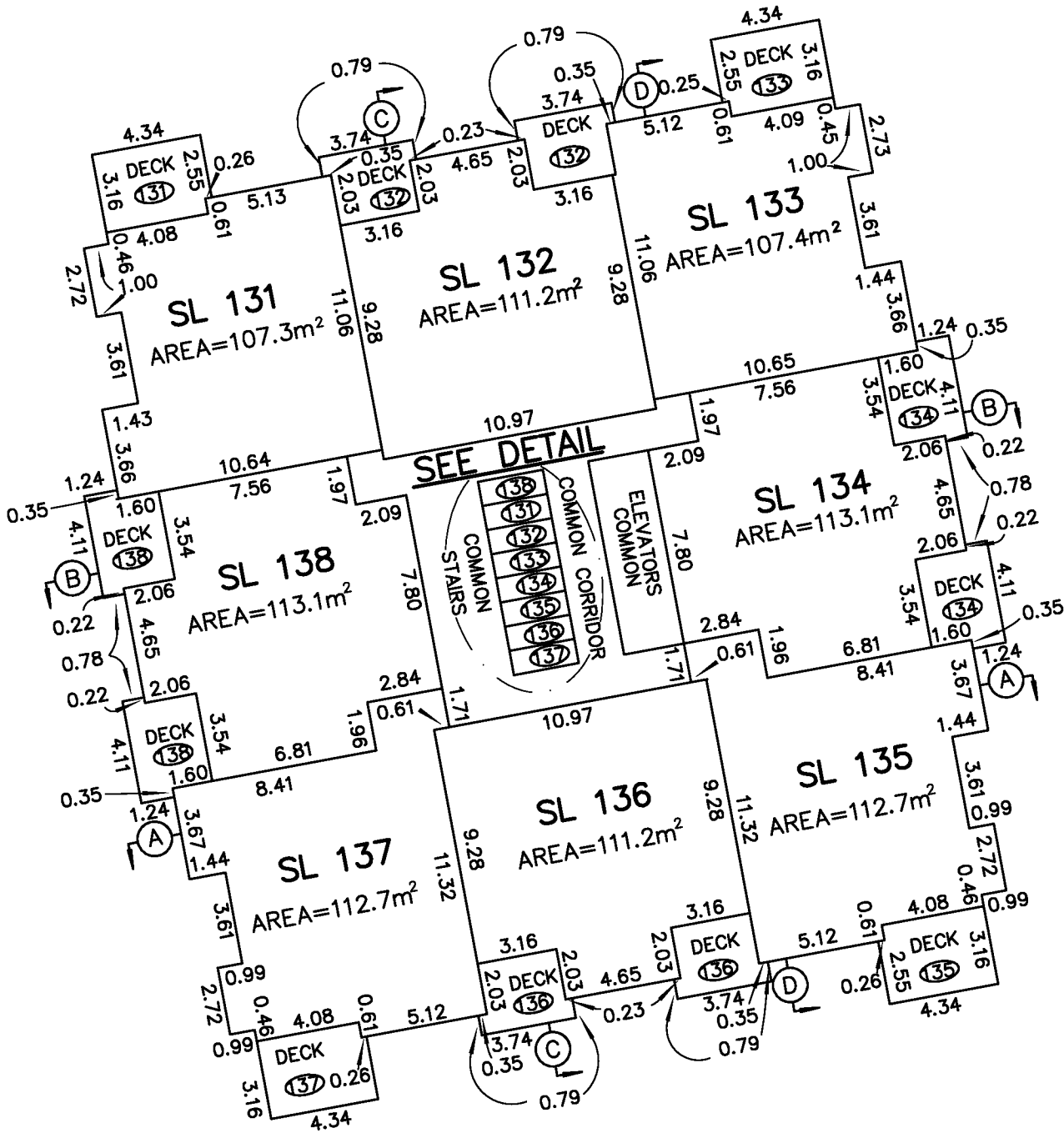
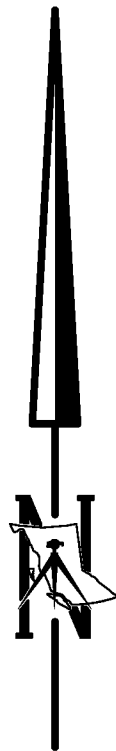
BCGS 82E.043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 11 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 2



DETAIL  
NOT TO SCALE  
STORAGE ROOMS

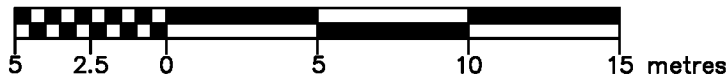
LINE OF FLOOR BELOW - - - - -

STEVEN J. BUZIKIEVICH, BCLS DATED  
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FILE 18-156  
DWG. 18-156-STRATA PLAN-11

FLOOR PLANS  
TENTH FLOOR

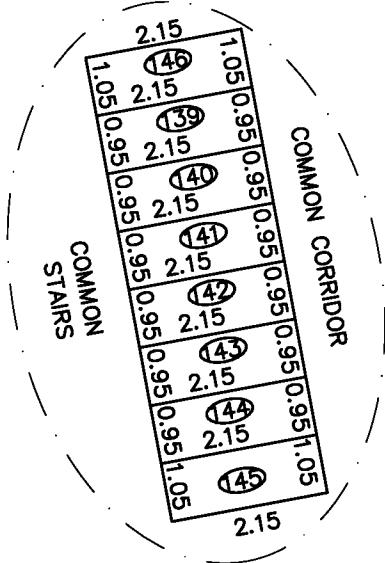
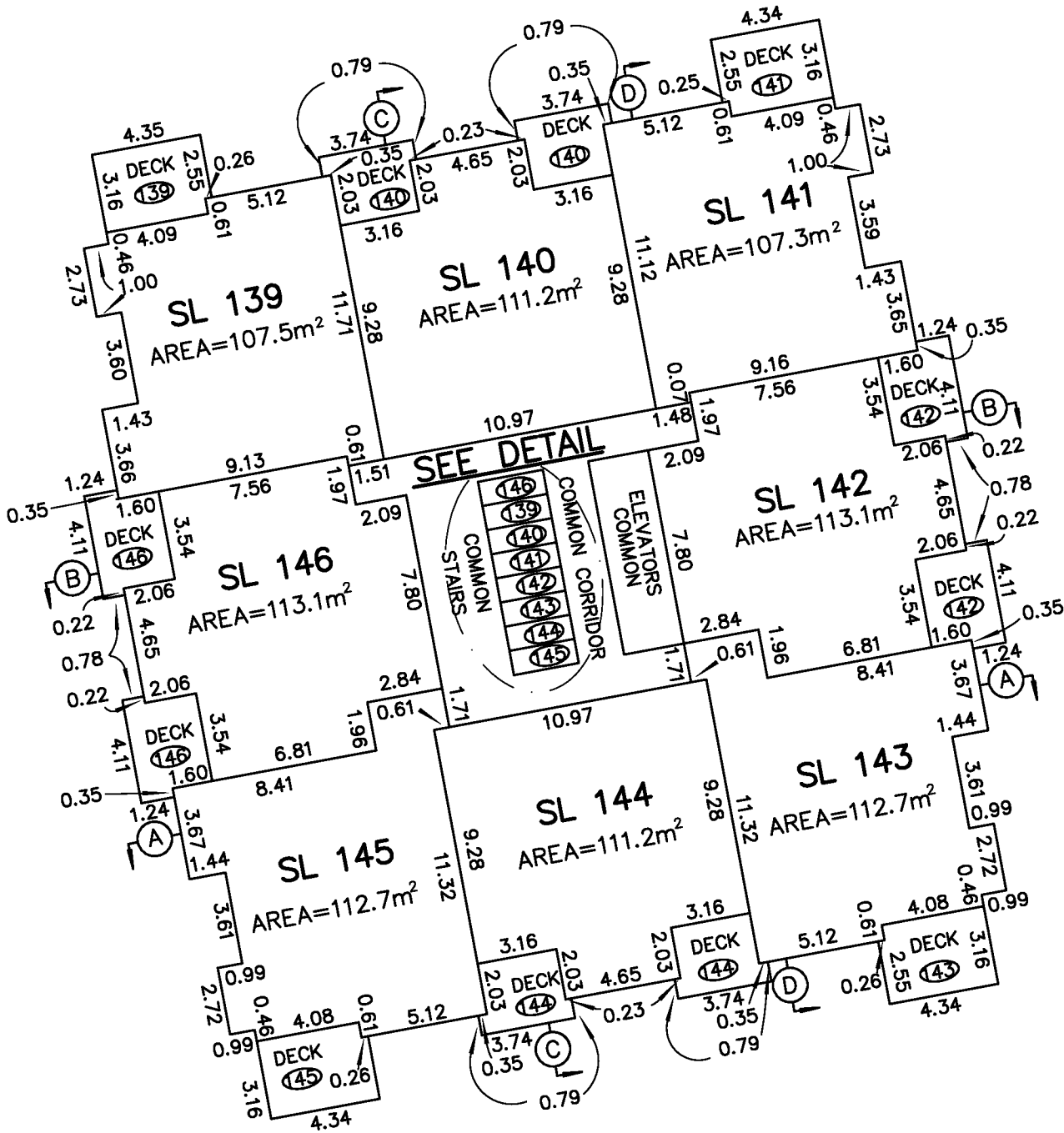
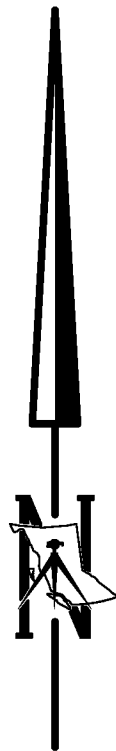
BCGS 82E.043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 12 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 2



**DETAIL**  
NOT TO SCALE  
STORAGE ROOMS

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

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FILE 18-156  
DWG. 18-156-STRATA PLAN-12

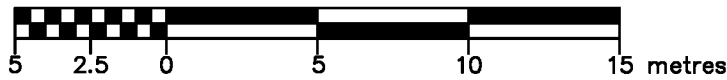
LINE OF FLOOR BELOW - - - - -

FLOOR PLANS

ELEVENTH FLOOR

BCGS 82E.043

SCALE 1:250

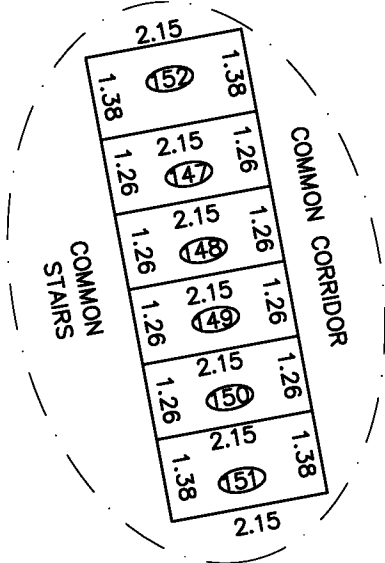
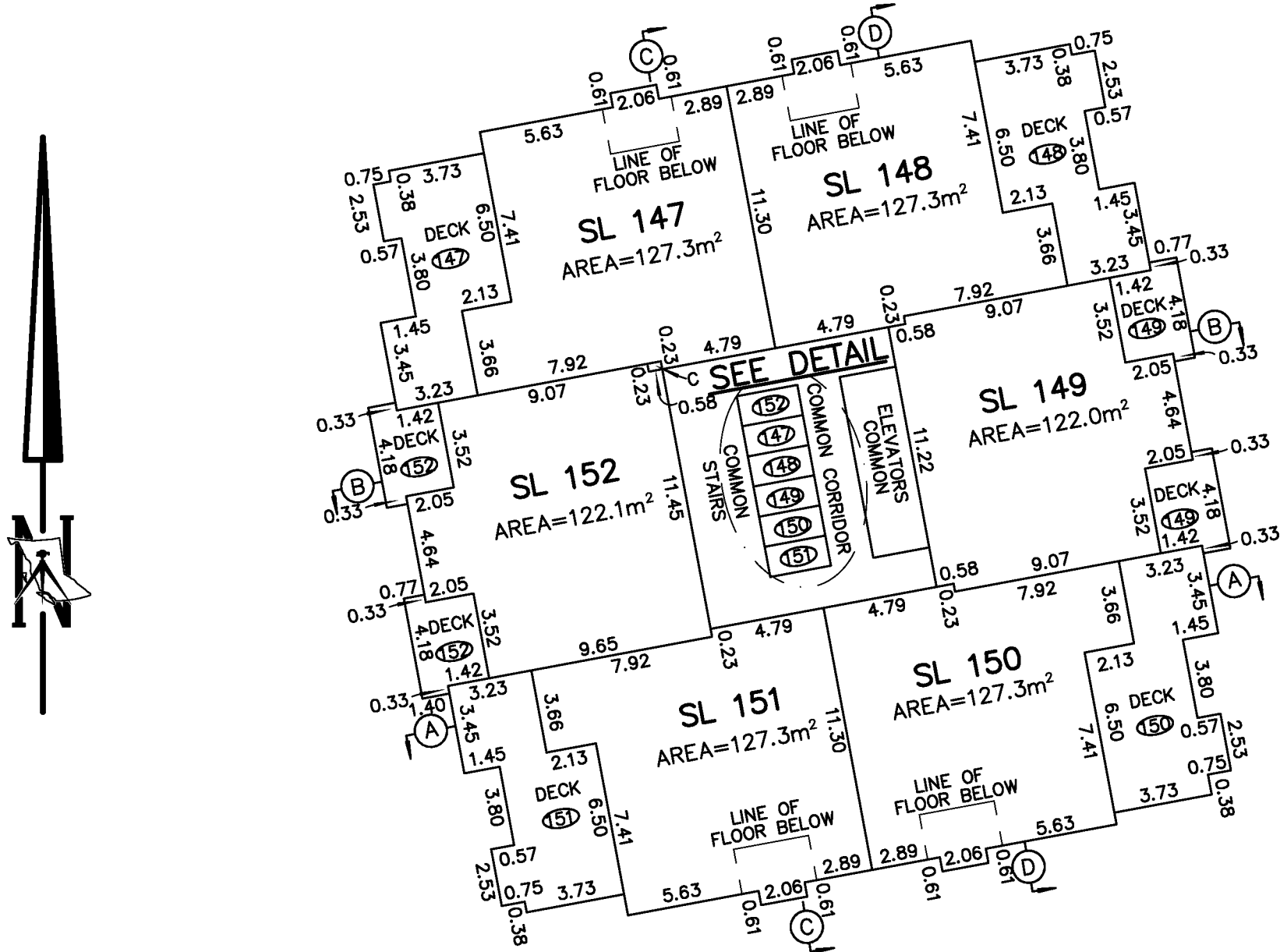


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 13 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



**DETAIL**  
NOT TO SCALE  
STORAGE ROOMS

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

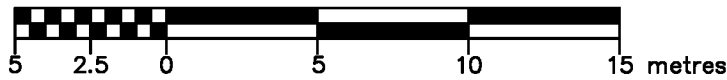
STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
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Phone: (250)492-0559 Fax: (250)492-9851  
FILE 18-156  
DWG. 18-156-STRATA PLAN-13

FLOOR PLANS

TWELTH FLOOR

BCGS 82E.043

SCALE 1:250

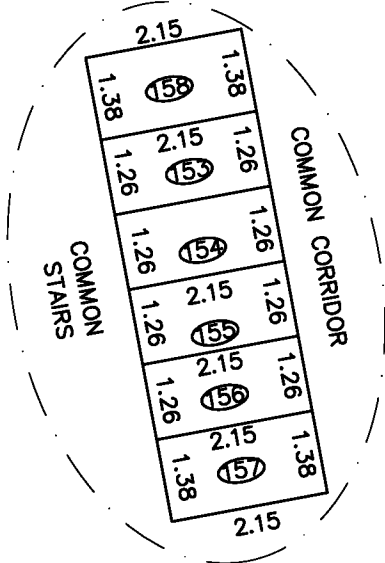
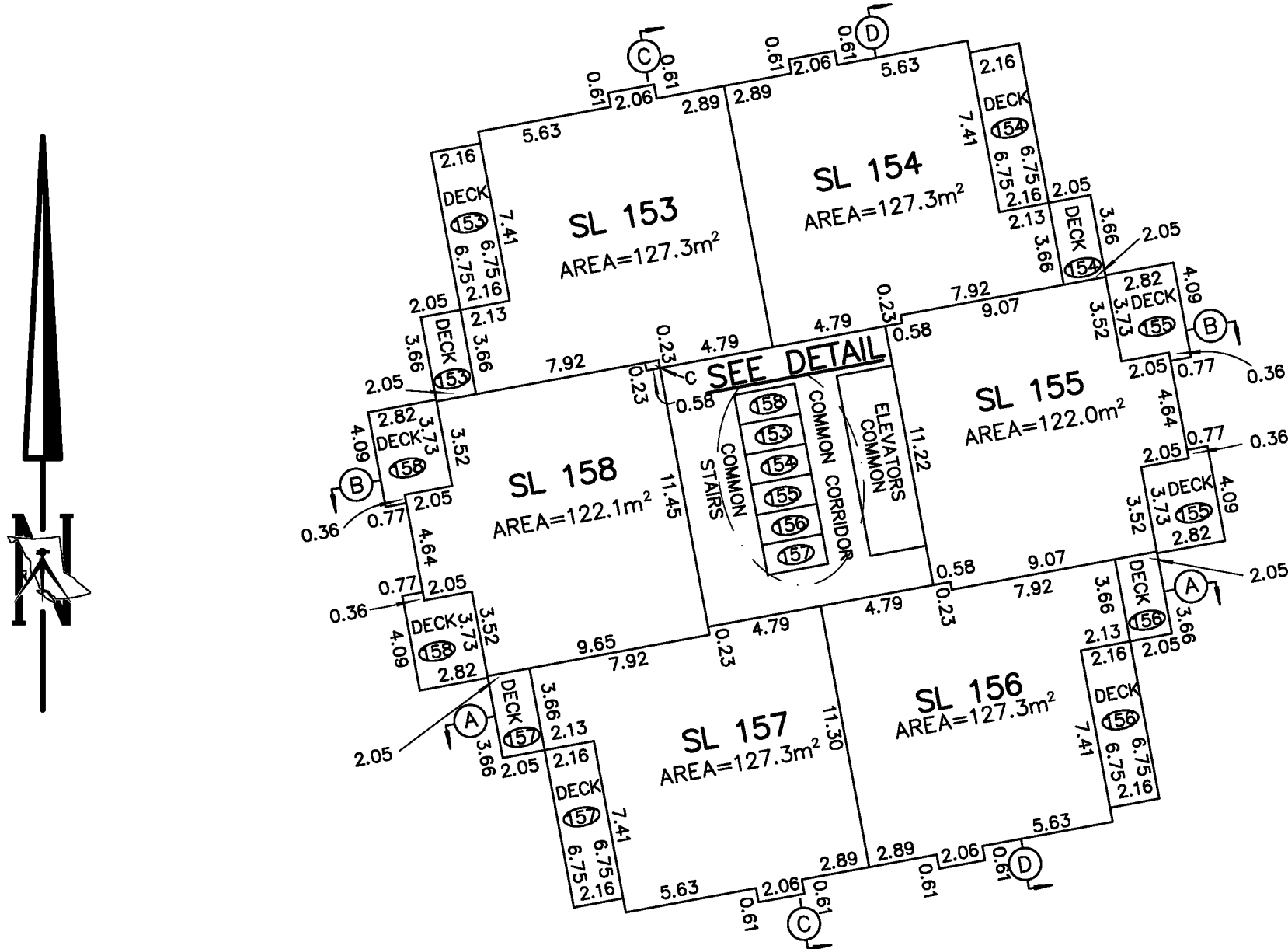


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 14 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



**DETAIL**  
NOT TO SCALE  
STORAGE ROOMS

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

STEVEN J. BUZIKIEVICH  
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FILE 18-156  
DWG. 18-156-STRATA PLAN-14

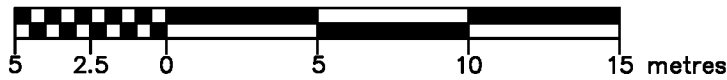
LINE OF FLOOR BELOW - - - - -

FLOOR PLANS

THIRTEENTH FLOOR

BCGS 82E.043

SCALE 1:250

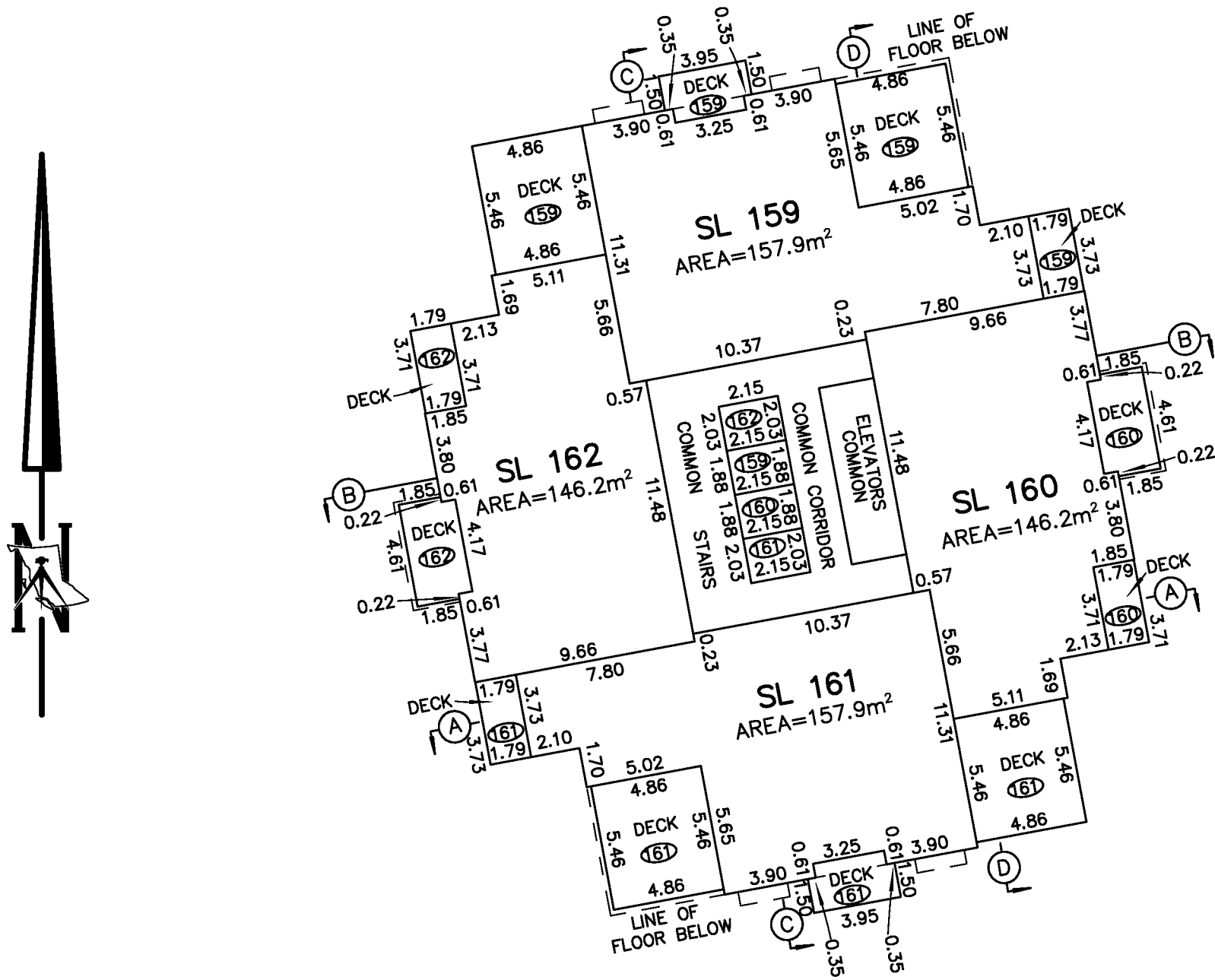


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 15 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



LINE OF FLOOR BELOW - - - - -

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
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PENTICTON, B.C.  
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FILE 18-156  
DWG. 18-156-STRATA PLAN-15

FLOOR PLANS

FOURTEENTH FLOOR

BCGS 82E.043

SCALE 1:250

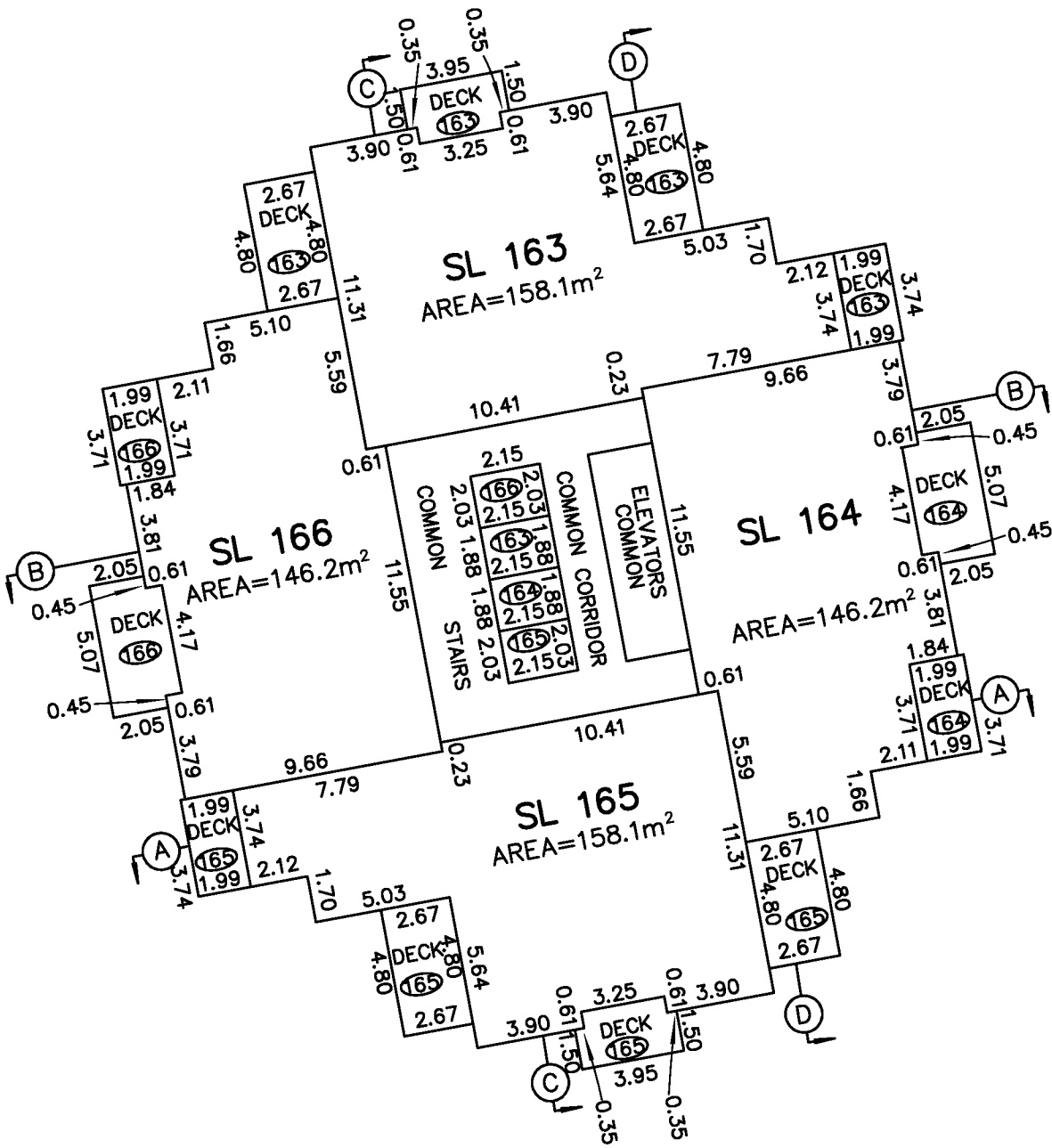
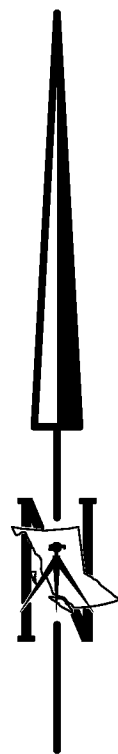


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 16 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



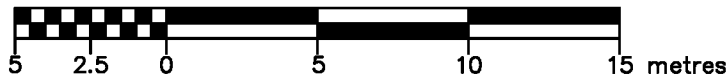
LINE OF FLOOR BELOW - - - - -

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
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FILE 18-156  
DWG. 18-156-STRATA PLAN-16

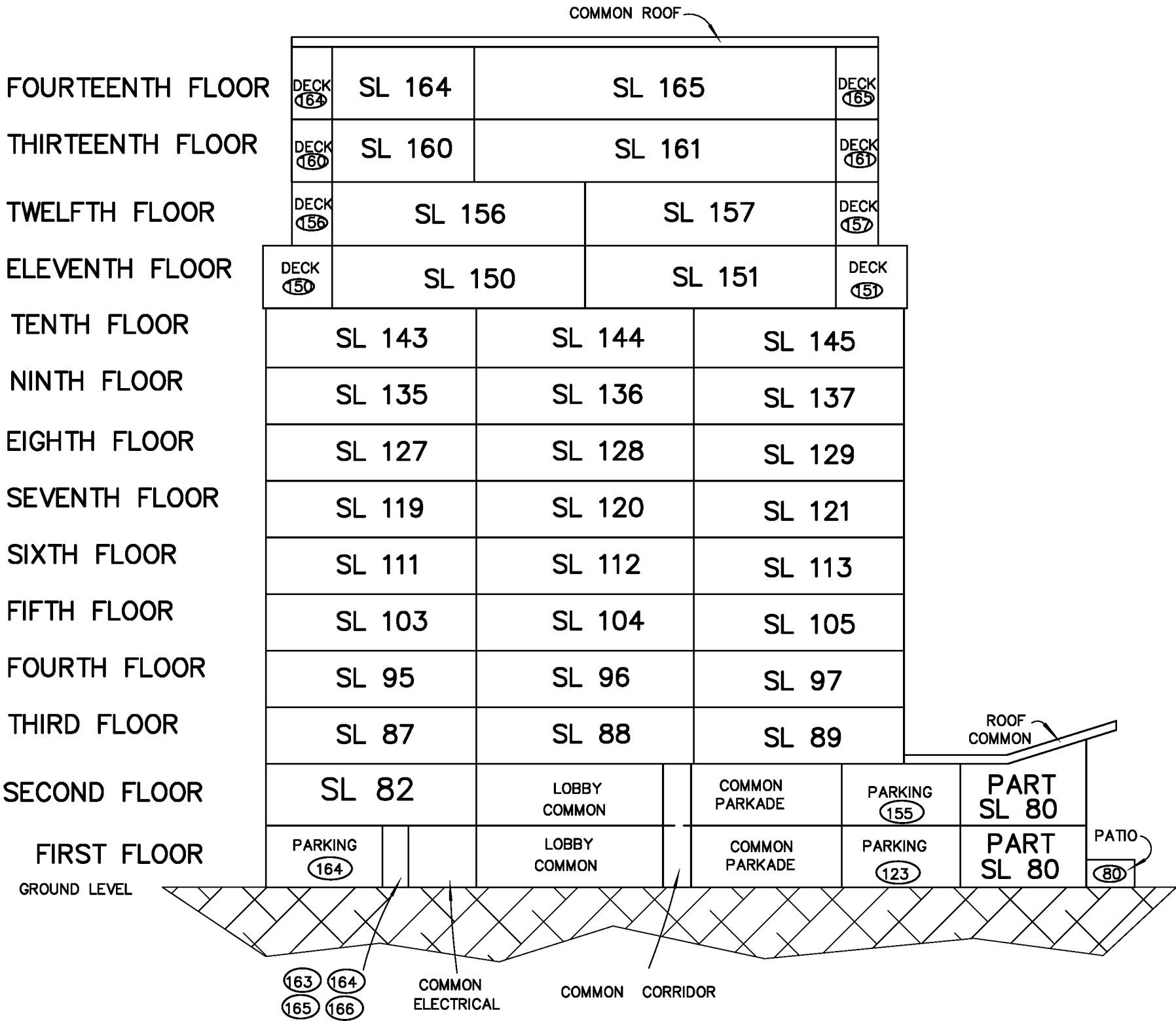
BUILDING SECTION  
SECTION A—A

BCGS 82E.043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 17 OF 20 SHEETS  
STRATA PLAN EPS4170  
PHASE 2



STEVEN J. BUZIKIEVICH, BCLS DATED  
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FILE 18-156  
DWG. 18-156-STRATA PLAN-17

## BUILDING SECTION

# SECTION B-B

BCGS 82E.043  
SCALE 1:300

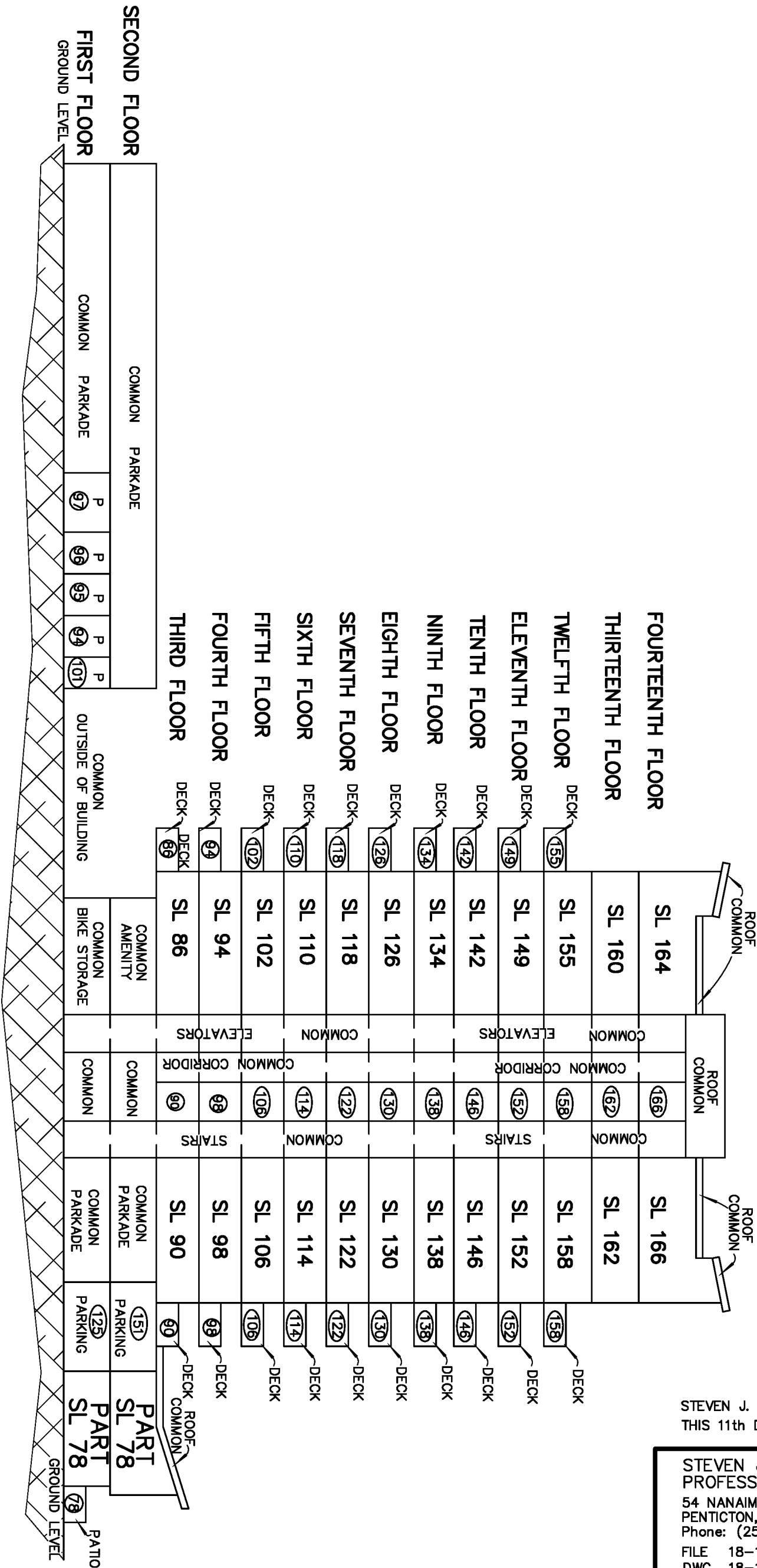


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

**SHEET 18 OF 20 SHEETS**

# STRATA PLAN EPS4170

## PHASE 2

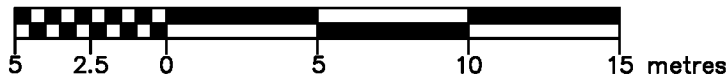


STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
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FILE 18-156  
DWG. 18-156-STRATA PLAN-18

BUILDING SECTION  
SECTION C—C

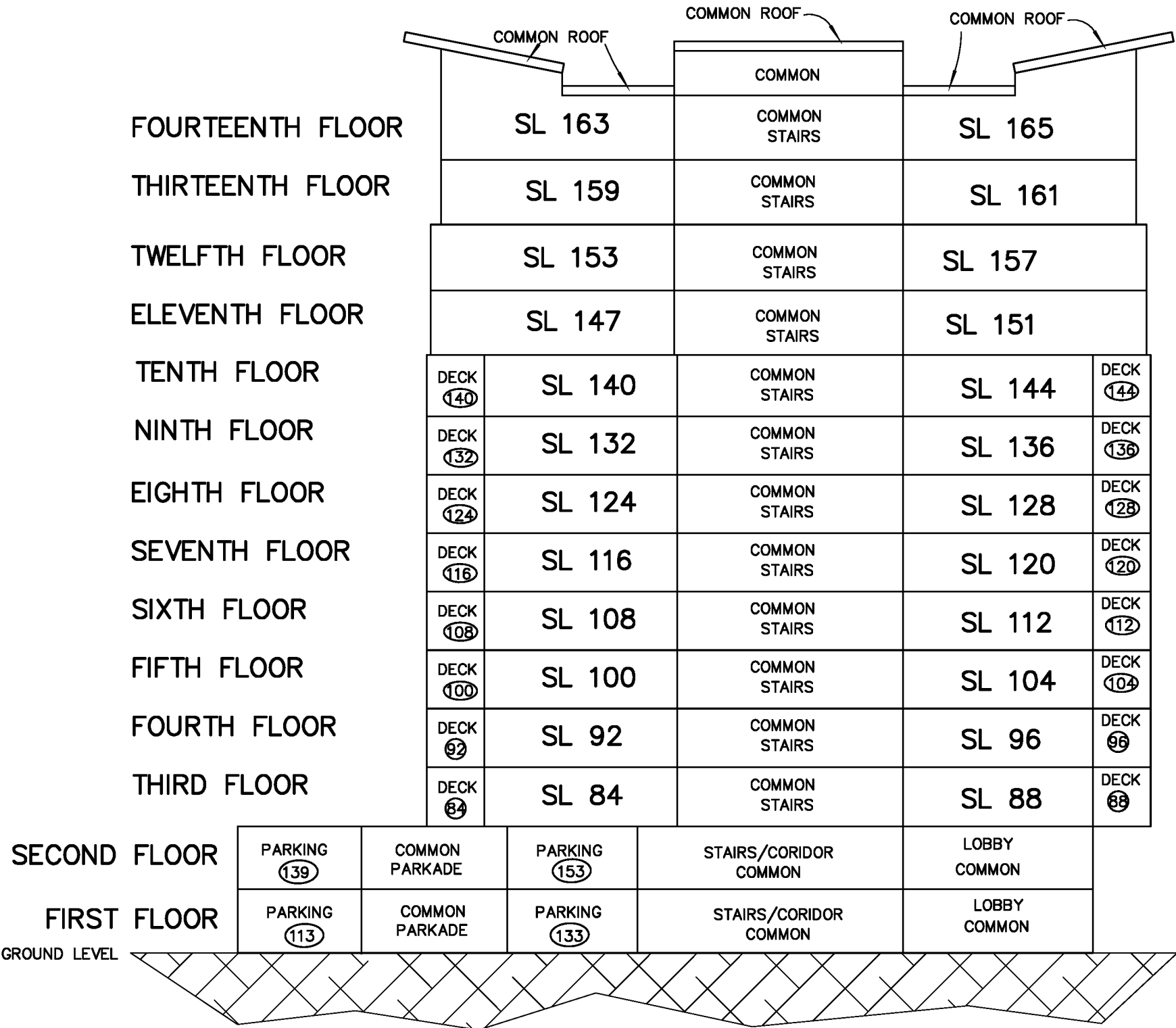
BCGS 82E.043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 19 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 2



STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS 11th DAY OF JANUARY, 2021.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 18-156  
DWG. 18-156-STRATA PLAN-19

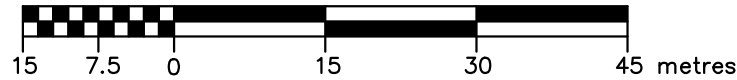


STRATA PLAN EPS4170  
PHASE 3

PRELIMINARY

STRATA PLAN OF  
LOT 1, DL 116, SDYD  
PLAN EPP70049 except  
PHASE ONE AND TWO  
STRATA PLAN EPS4170

BCGS 82E.043  
SCALE 1:750



CITY OF PENTICTON  
PENTICTON ASSESSMENT AREA

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:750

STRATA PLAN  
KAS874

STRATA PLAN  
KAS1388

LANE

STRATA  
PLAN EPS4170

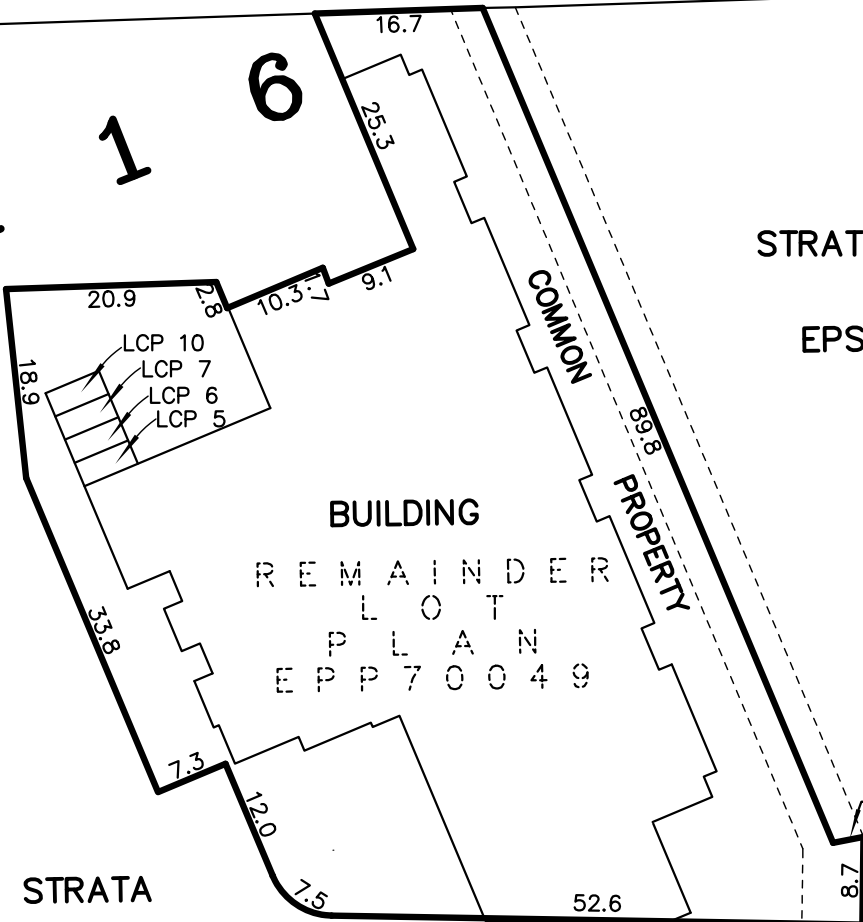
1 1 6

STRATA PLAN  
EPS2666

SKAHA LAKE ROAD

DL

SRW PLAN 40658



STRATA  
PLAN EPS4170

REM A  
(DD235475F  
AND 265841F)  
PLAN 5963

LOT 2  
PLAN EPP70049

EASEMENT  
PLAN EPP70311

EASEMENT PLAN EPP70311

COVENANT PLAN EPP 20928

LOT 1  
PLAN  
EPP20927

LEGEND

- DENOTES CONTROL MONUMENT
- DENOTES STANDARD IRON POST FOUND
- DENOTES STANDARD IRON POST PLACED
- ② DENOTES COMMON PROPERTY LIMITED TO THE USE OF THE STRATA LOT SHOWN CIRCLED PURSUANT TO SEC. 73, STRATA PROPERTY ACT.
- Pt DENOTES PART
- P DENOTES PARKING
- C OR COMMON DENOTES COMMON PROPERTY
- LCP DENOTES LIMITED COMMON PROPERTY
- m<sup>2</sup> DENOTES SQUARE METRES
- (A) DENOTES SECTION LOCATION AND DIRECTION OF VIEW

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN CONTROL MONUMENTS #4841 and #84H0118 INTEGRATED SURVEY AREA NO. 12 (PENTICTON) NAD83 (CSRS) 4.0.0.BC.1

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.9999809 WHICH HAS BEEN DERIVED FROM OCM #84H0118.

THIS PLAN LIES IN THE OKANAGAN-SIMILKAMEEN REGIONAL DISTRICT

ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.

OFFSETS DISTANCES TO BUILDINGS ARE TO EXTERIOR WALLS

DEVELOPMENT NAME: SKAHA LAKE TOWERS

CIVIC ADDRESS: 3362 SKAHA LAKE ROAD, PENTICTON, B.C.

ALL PATIOS AND BALCONIES ARE DEFINED AS TO HEIGHT BY THE CENTRE OF THE FLOOR ABOVE, OR ITS EXTENSIONS OR WHERE THERE IS NO FLOOR ABOVE BY THE AVERAGE HEIGHT OF A STRATA LOT WITHIN THE SAME BUILDING UNLESS OTHERWISE INDICATED

THIS PLAN IS PHASE 3 OF A 3 PHASE STRATA PLAN UNDER SECTION 224 OF THE STRATA PROPERTY ACT LYING WITHIN THE JURISDICTION OF THE APROVING OFFICER FOR THE CITY OF PENTICTON

FORM S

THE BUILDINGS IN THIS STRATA PLAN HAVE NOT BEEN PREVIOUSLY OCCUPIED.

FORM U

THE BUILDINGS SHOWN HEREON ARE WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS SUBJECT OF THE STRATA PLAN.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE \_\_\_th DAY OF \_\_\_\_\_, 20\_\_ STEVEN J. BUZIKIEVICH BCLS #600

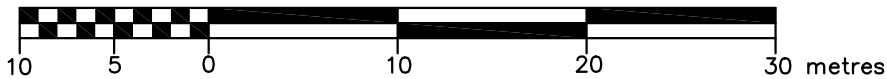
STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

EXTERIOR DIMENSIONS

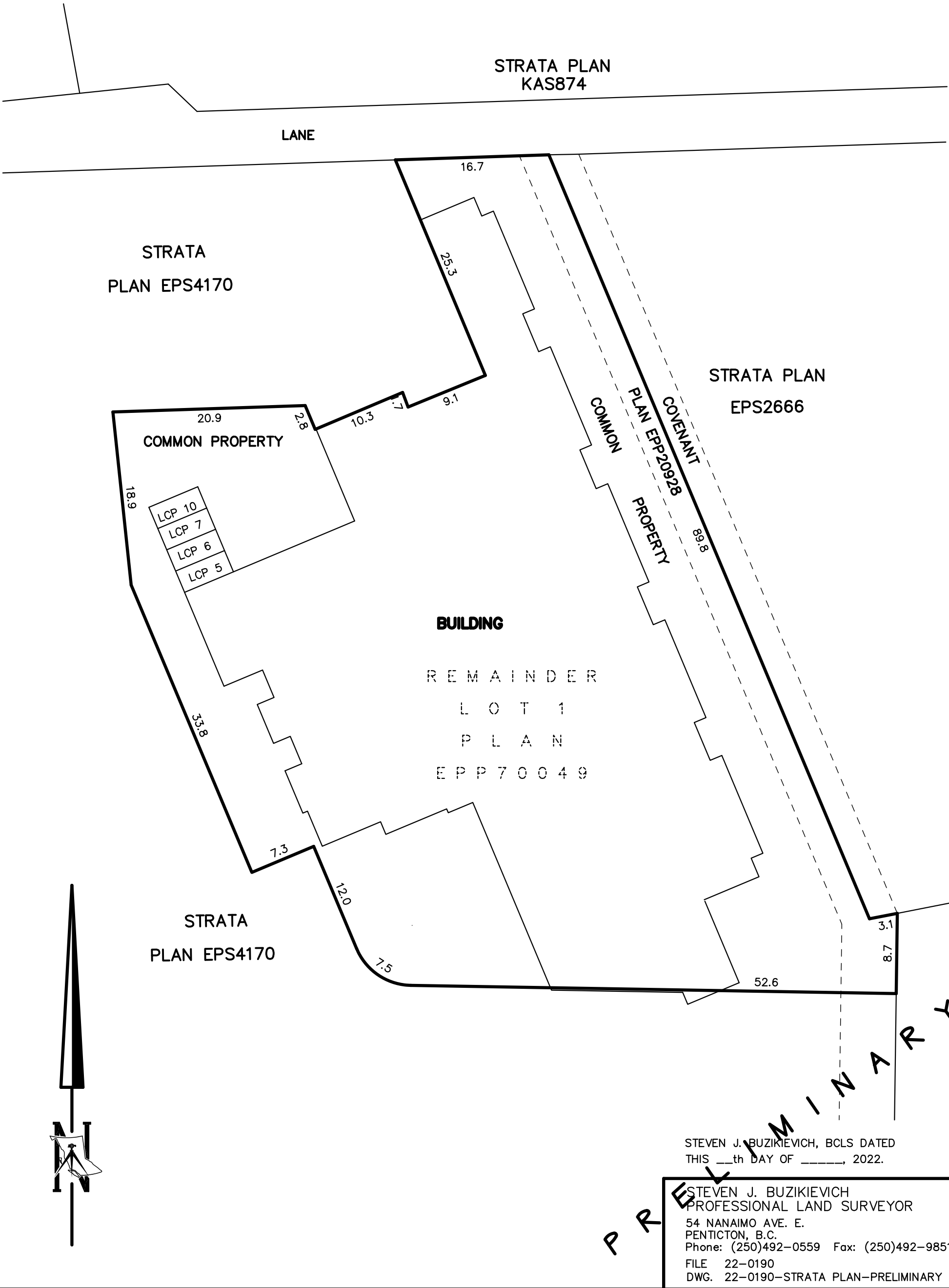
STRATA PLAN EPS4170  
PHASE 3

BCGS 82E.043  
SCALE 1:400

PRELIMINARY



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:400



FLOOR PLANS

FIRST FLOOR

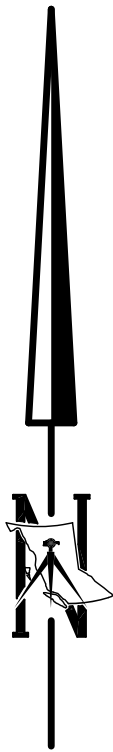
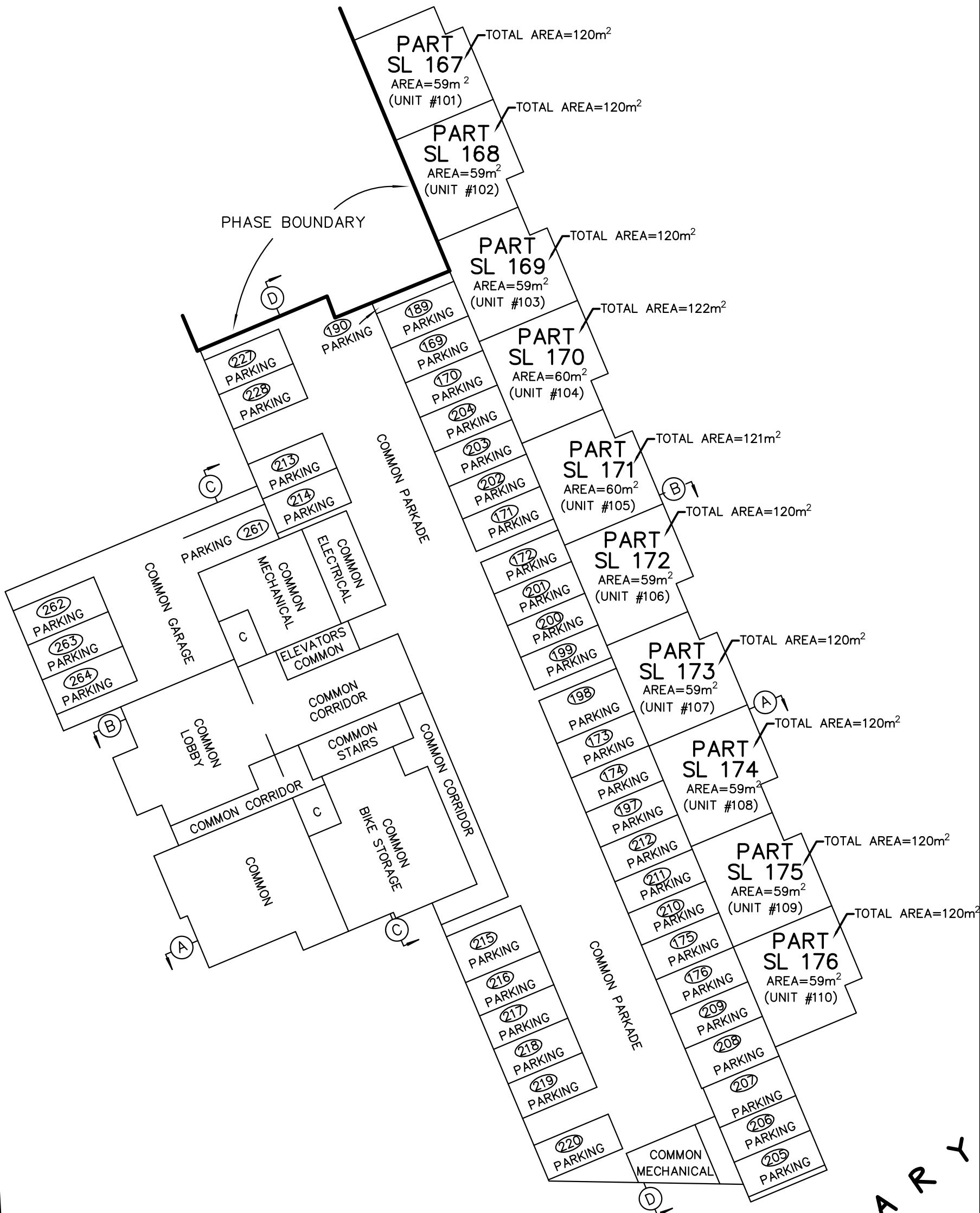
BCGS 82E.043  
SCALE 1:300



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

STRATA PLAN EPS4170  
PHASE 3

PRELIMINARY



PRELIMINARY

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_\_th DAY OF \_\_\_\_\_, 2022.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS

SECOND FLOOR

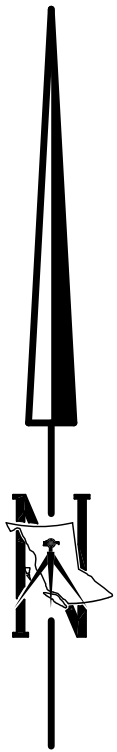
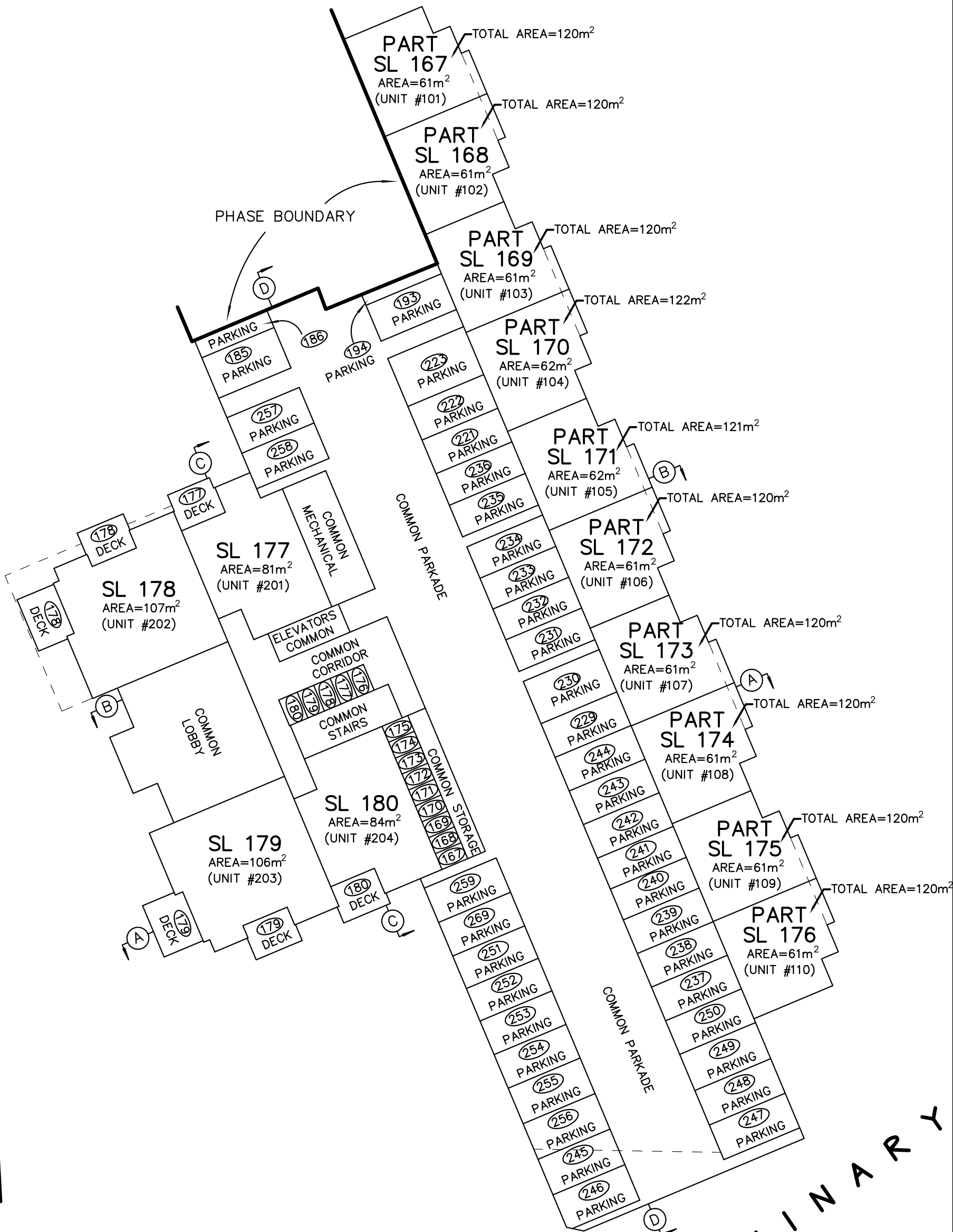
BCGS 82E.043  
SCALE 1:300



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

STRATA PLAN EPS4170  
PHASE 3

PRELIMINARY



LINE OF FLOOR BELOW SHOWN THUS ... - - - - -

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_\_th DAY OF \_\_\_\_\_, 2022.

PRELIMINARY

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS  
THIRD FLOOR

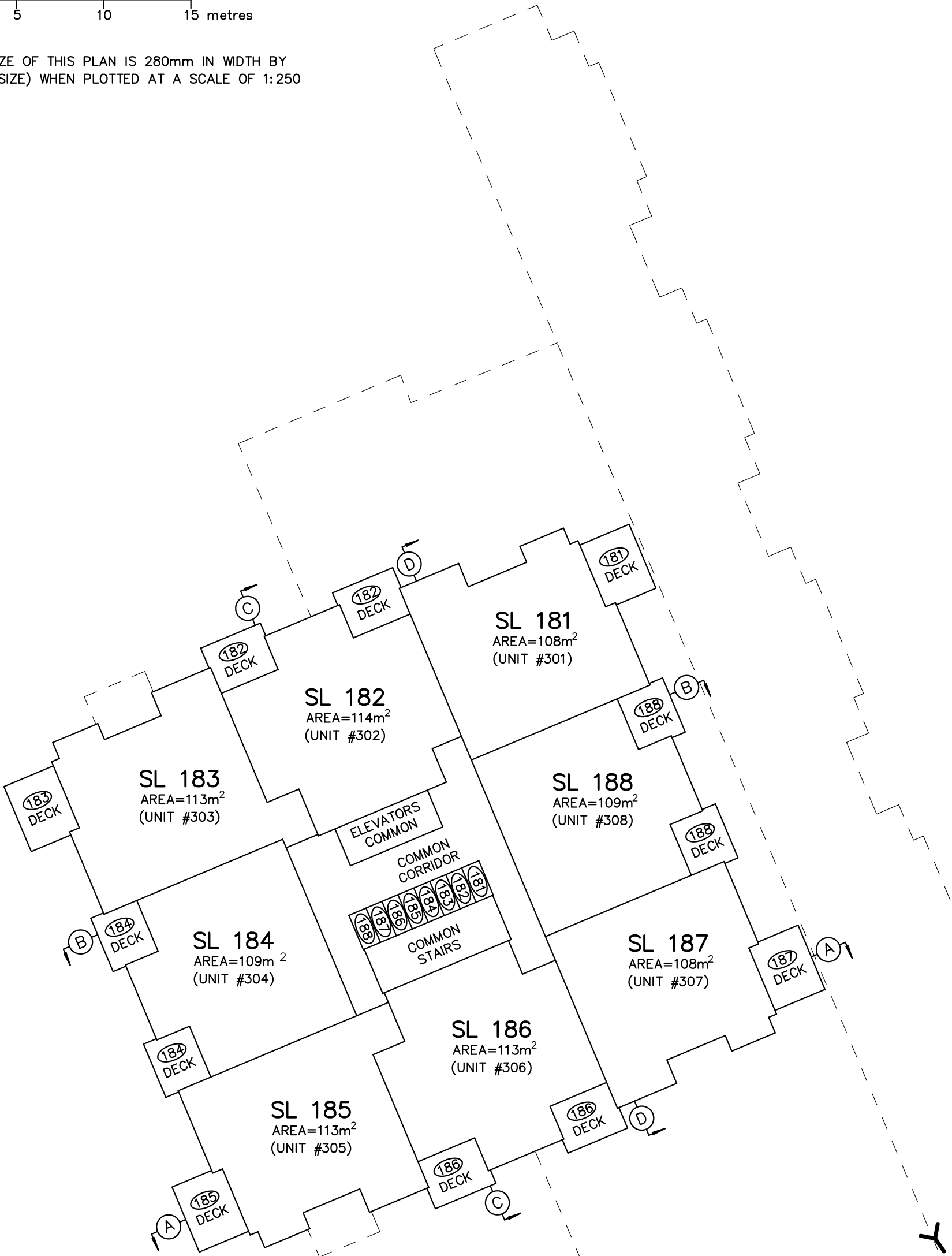
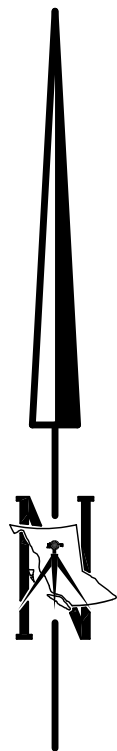
BCGS 82E.043  
SCALE 1:250



SHEET 5 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



PRELIMINARY

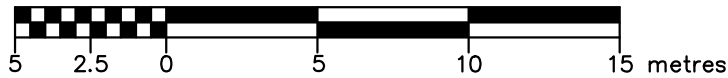
LINE OF FLOOR BELOW SHOWN THUS ... — — — —

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS  
FOURTH FLOOR

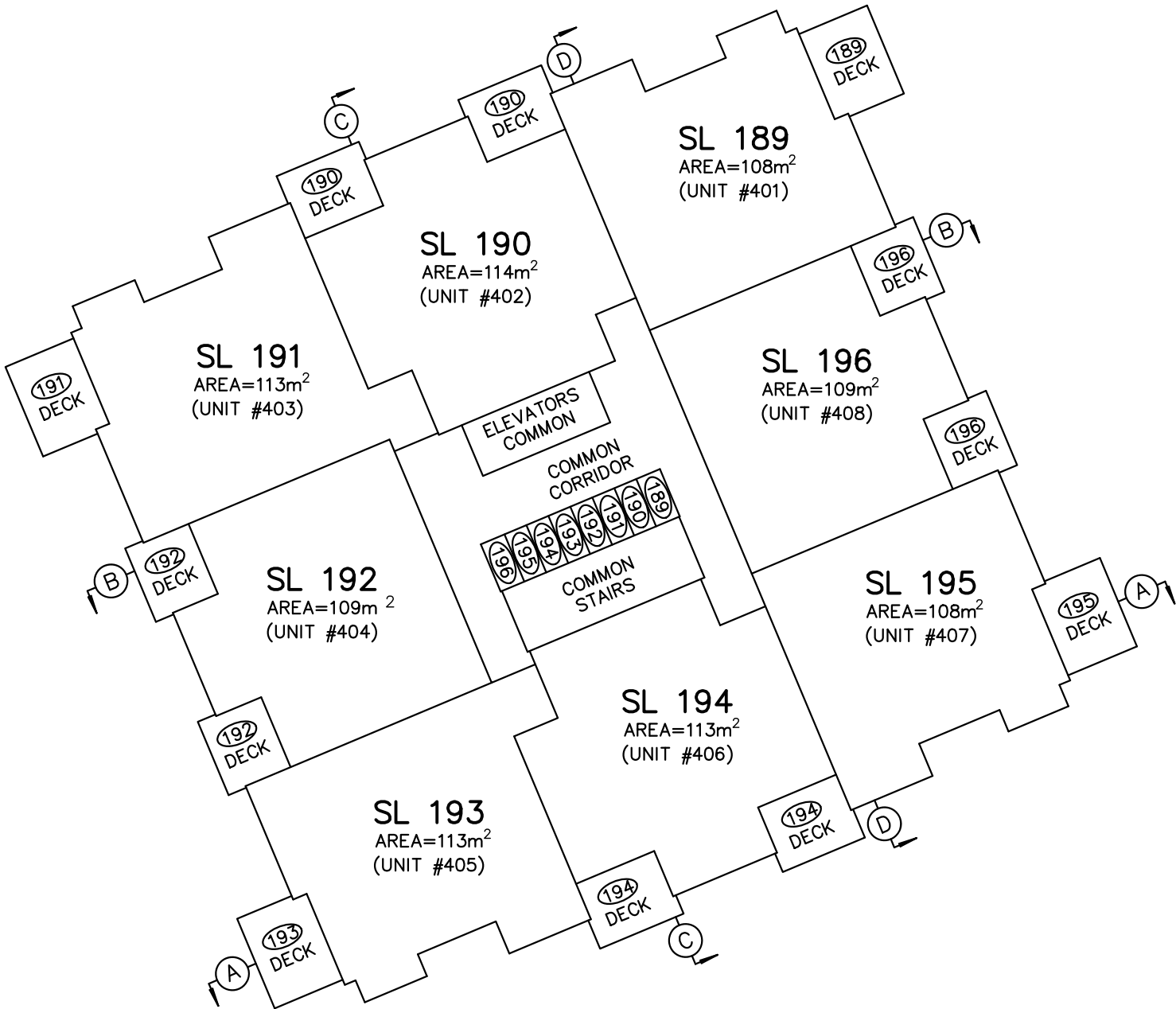
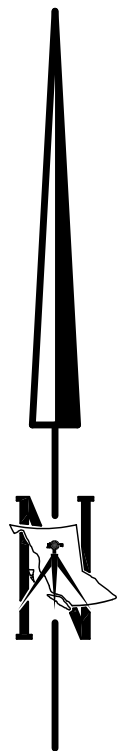
BCGS 82E.043  
SCALE 1:250



SHEET 6 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



LINE OF FLOOR BELOW SHOWN THUS ... — — — —

PRELIMINARY

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS  
FIFTH FLOOR

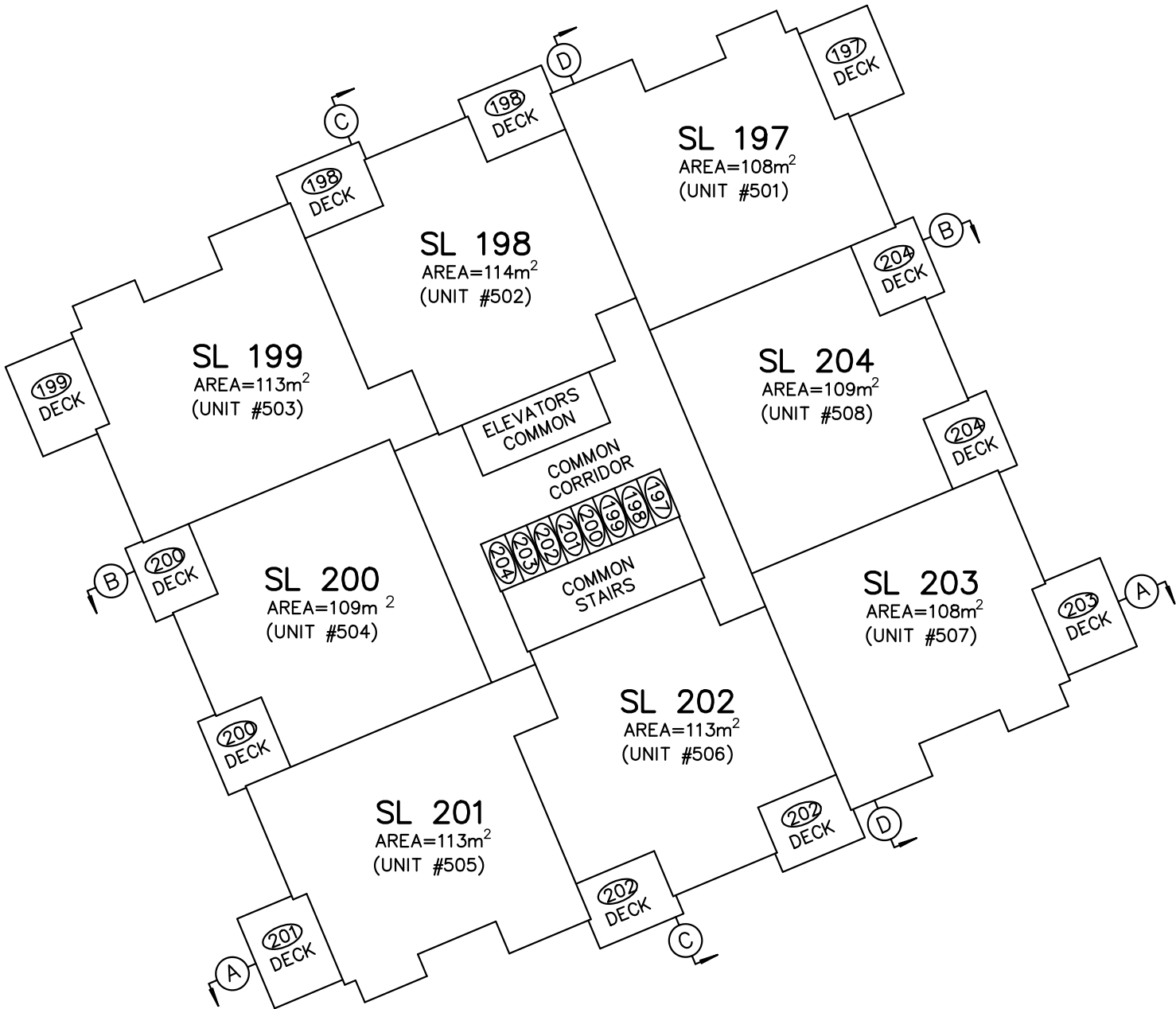
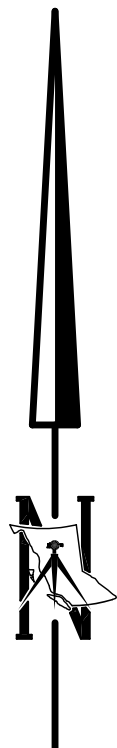
BCGS 82E.043  
SCALE 1:250



SHEET 7 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



PRELIMINARY

LINE OF FLOOR BELOW SHOWN THUS ... — — — —

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS  
SIXTH FLOOR

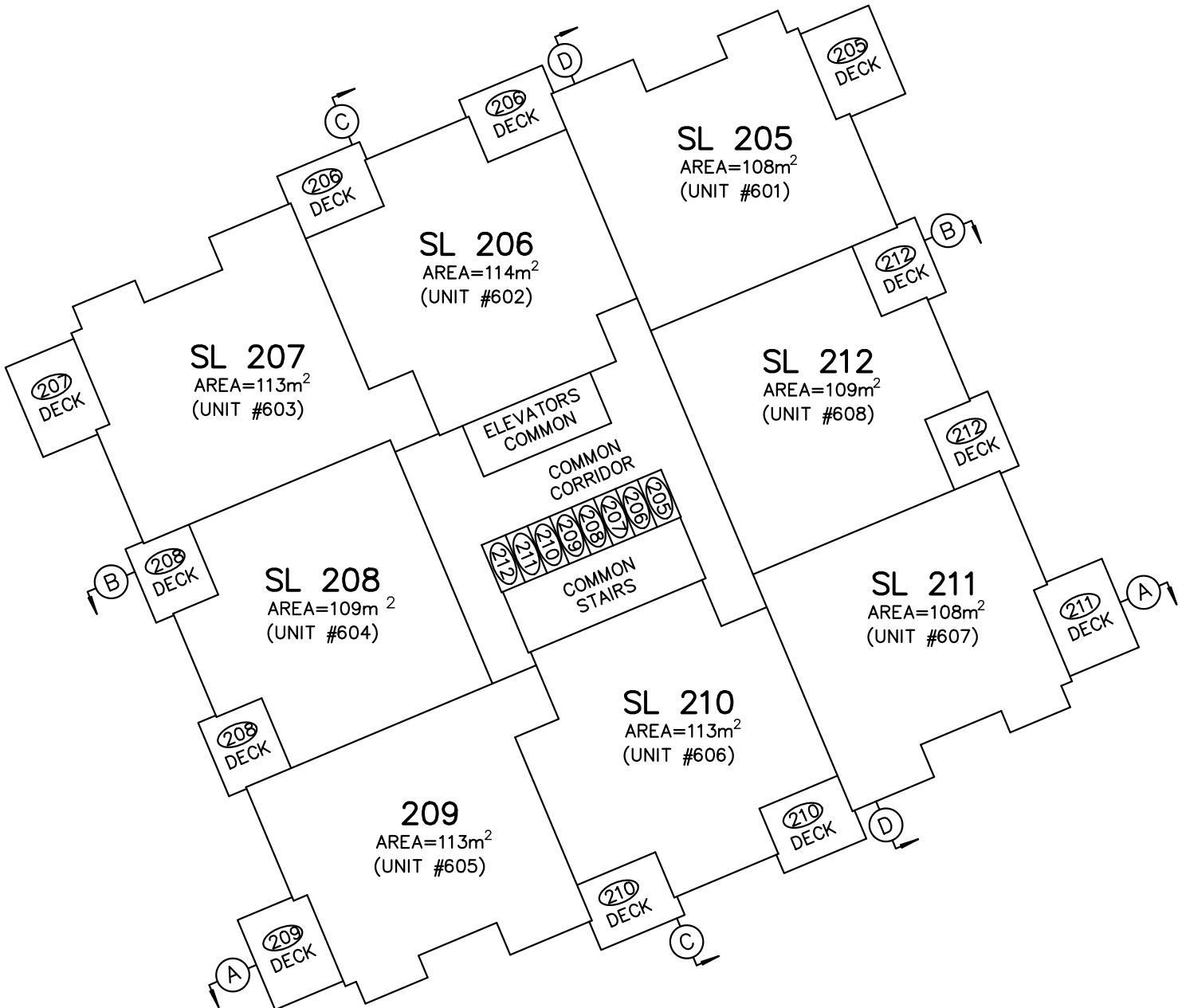
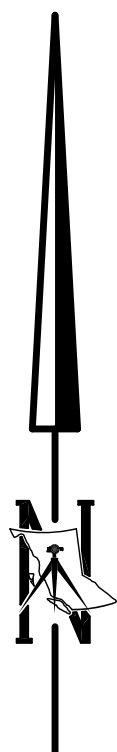
BCGS 82E.043  
SCALE 1:250



SHEET 8 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



LINE OF FLOOR BELOW SHOWN THUS ... — — — —

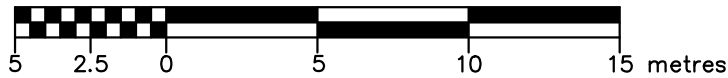
PRELIMINARY

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS  
SEVENTH FLOOR

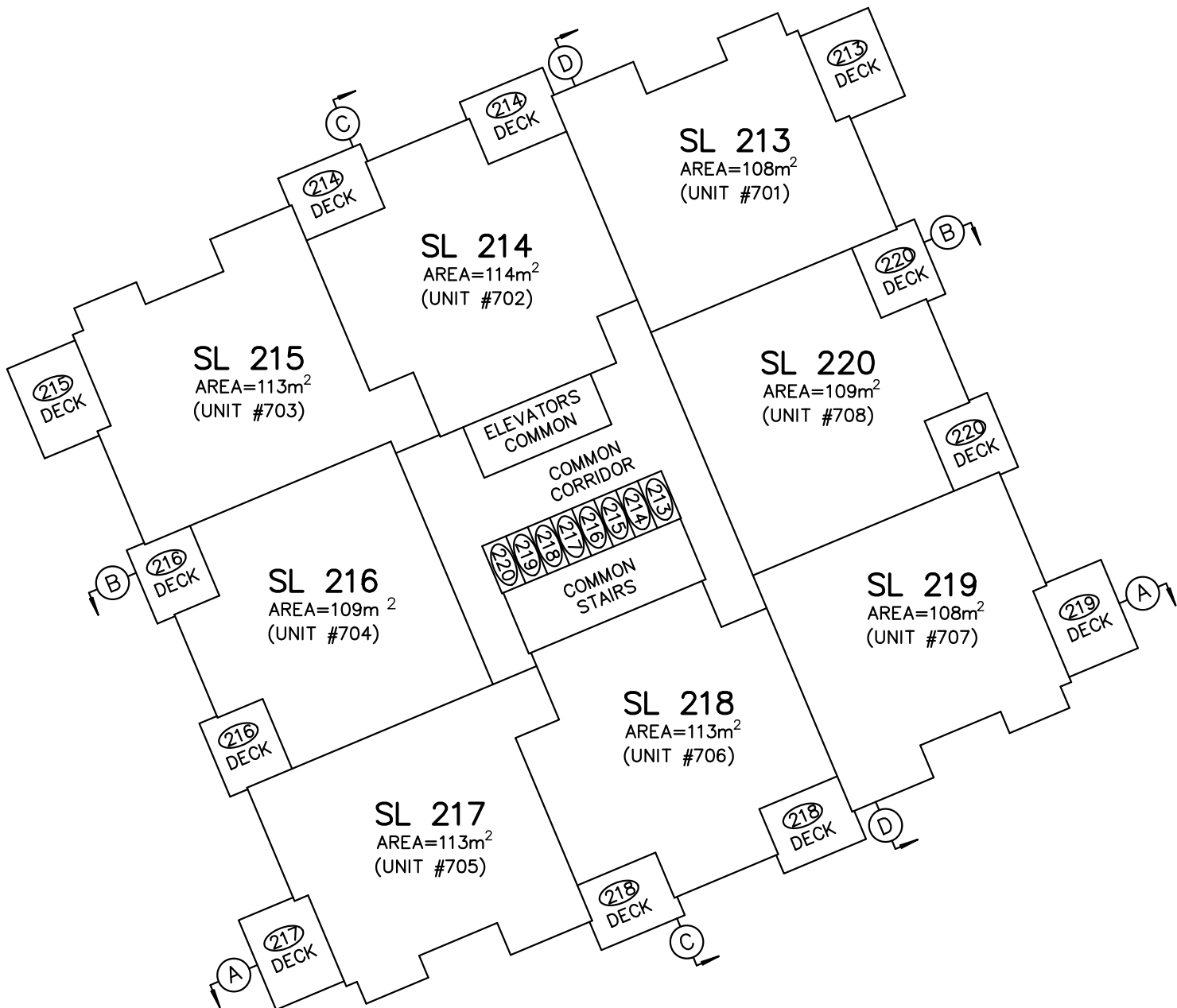
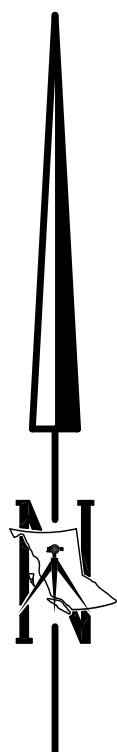
BCGS 82E.043  
SCALE 1:250



SHEET 9 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



LINE OF FLOOR BELOW SHOWN THUS ... — — — —

PRELIMINARY

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS  
EIGHTH FLOOR

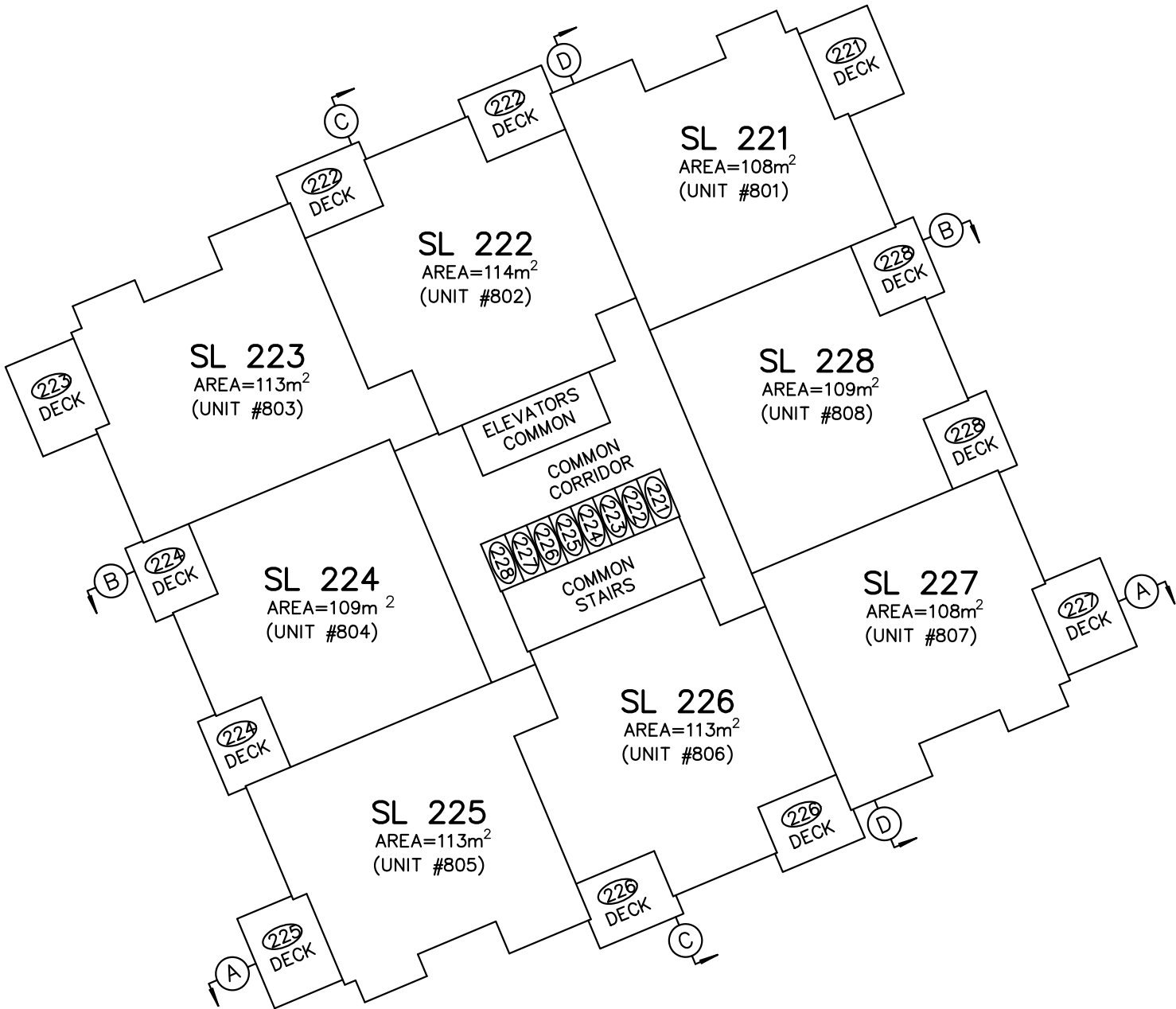
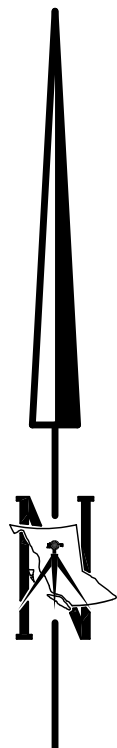
BCGS 82E.043  
SCALE 1:250



SHEET 10 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



LINE OF FLOOR BELOW SHOWN THUS ... — — — —

P R E L I M I N A R Y

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS  
NINTH FLOOR

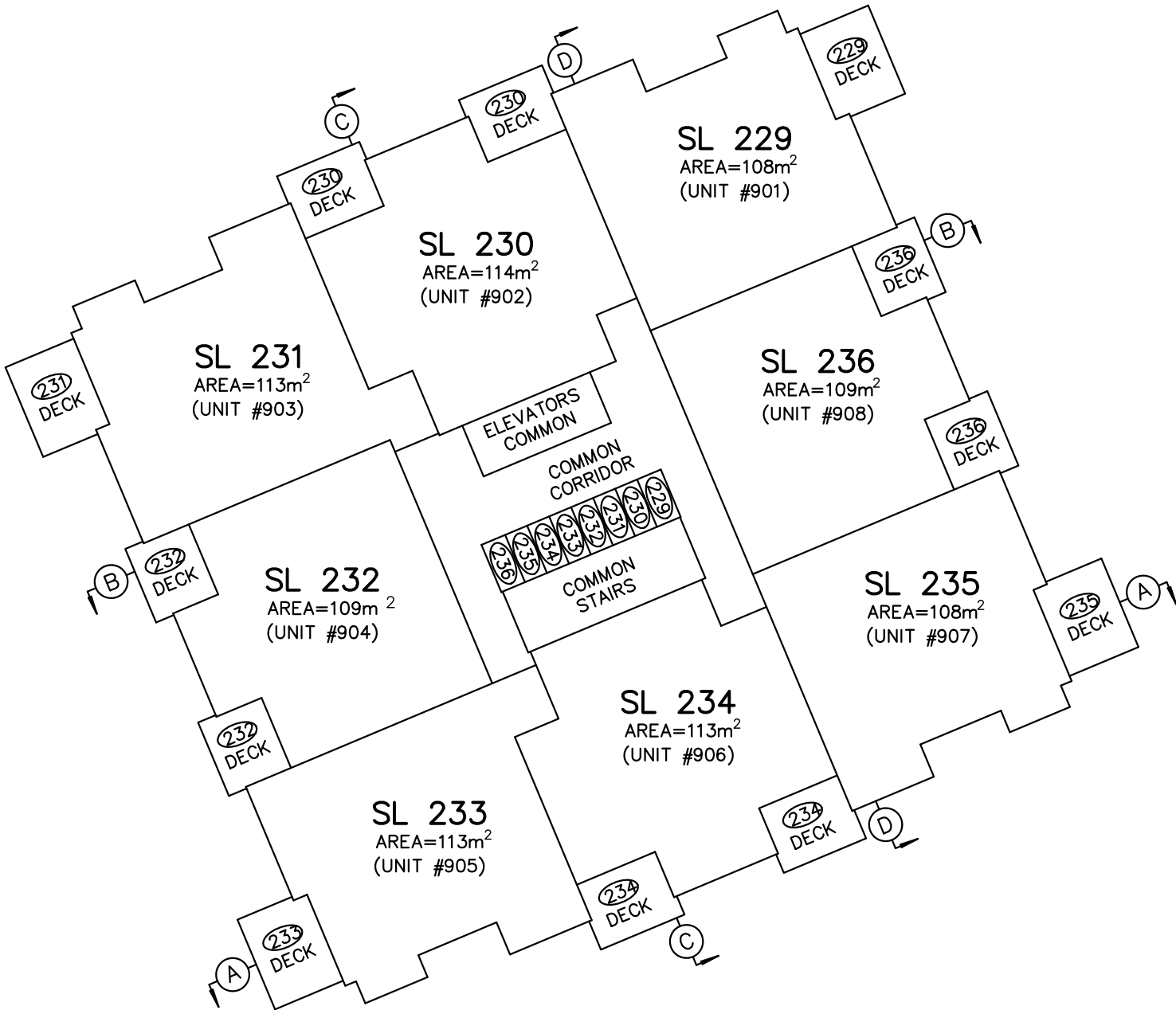
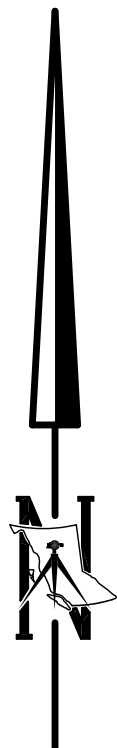
BCGS 82E.043  
SCALE 1:250



SHEET 11 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



LINE OF FLOOR BELOW SHOWN THUS ... — — — —

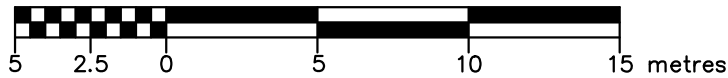
PRELIMINARY

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS  
TENTH FLOOR

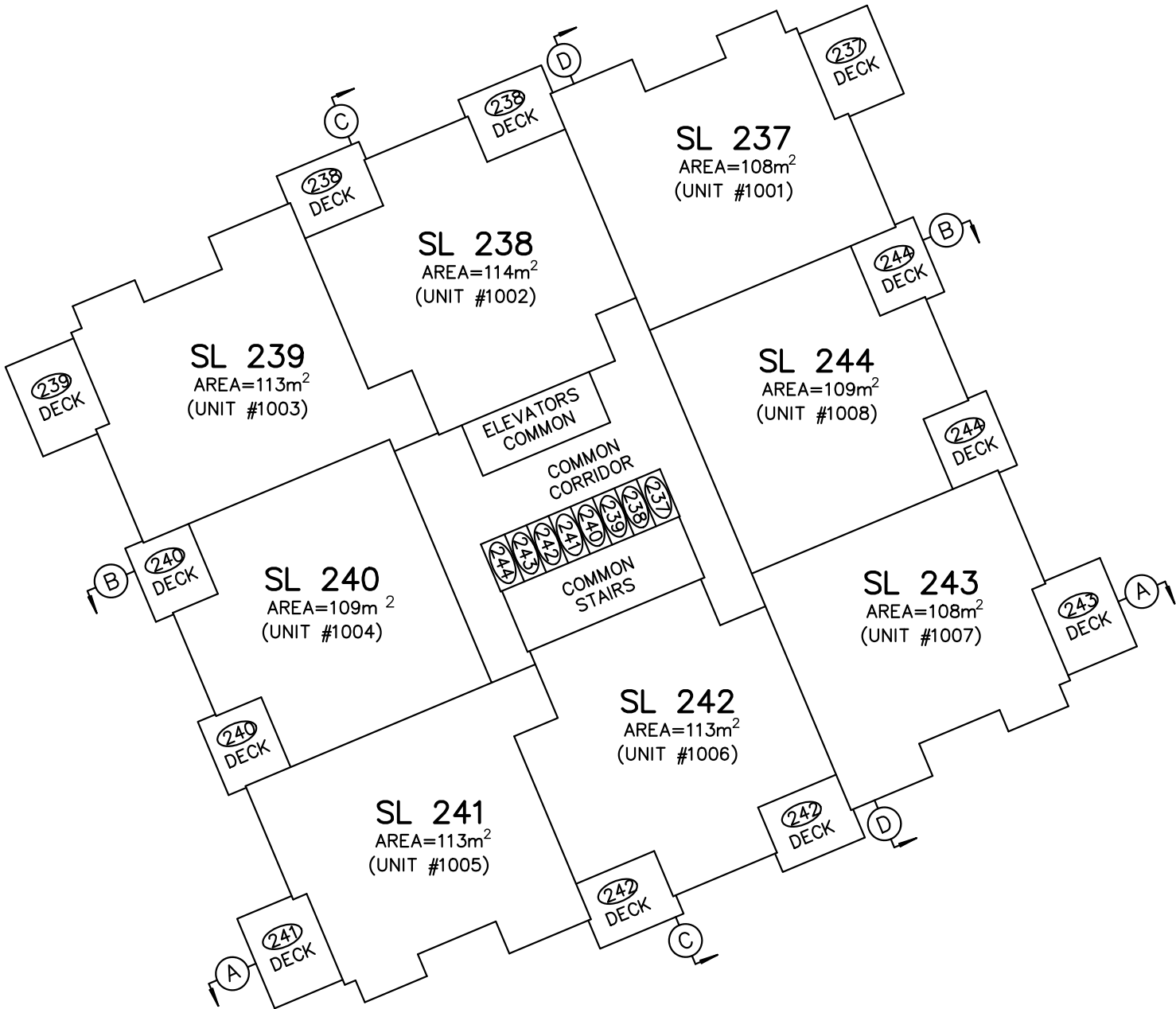
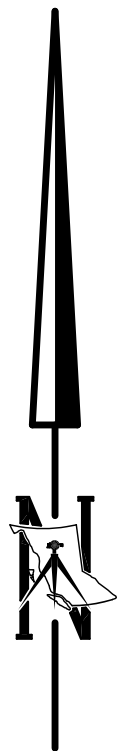
BCGS 82E.043  
SCALE 1:250



SHEET 12 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



LINE OF FLOOR BELOW SHOWN THUS ... — — — —

PRELIMINARY

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS  
ELEVENTH FLOOR

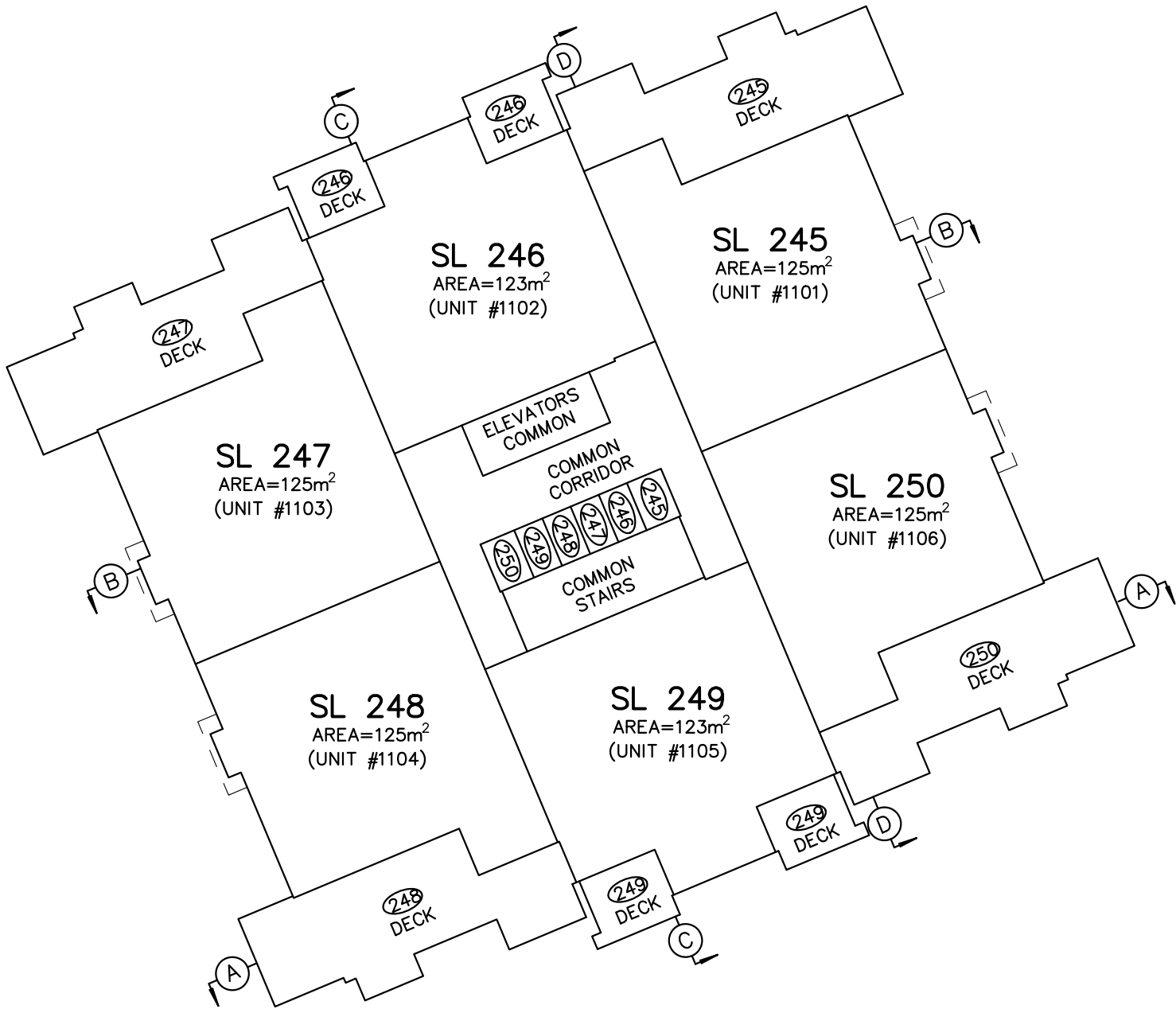
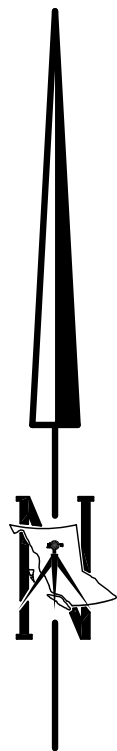
BCGS 82E.043  
SCALE 1:250



SHEET 13 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



LINE OF FLOOR BELOW SHOWN THUS ... — — — —

PRELIMINARY

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
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Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS  
TWELTH FLOOR

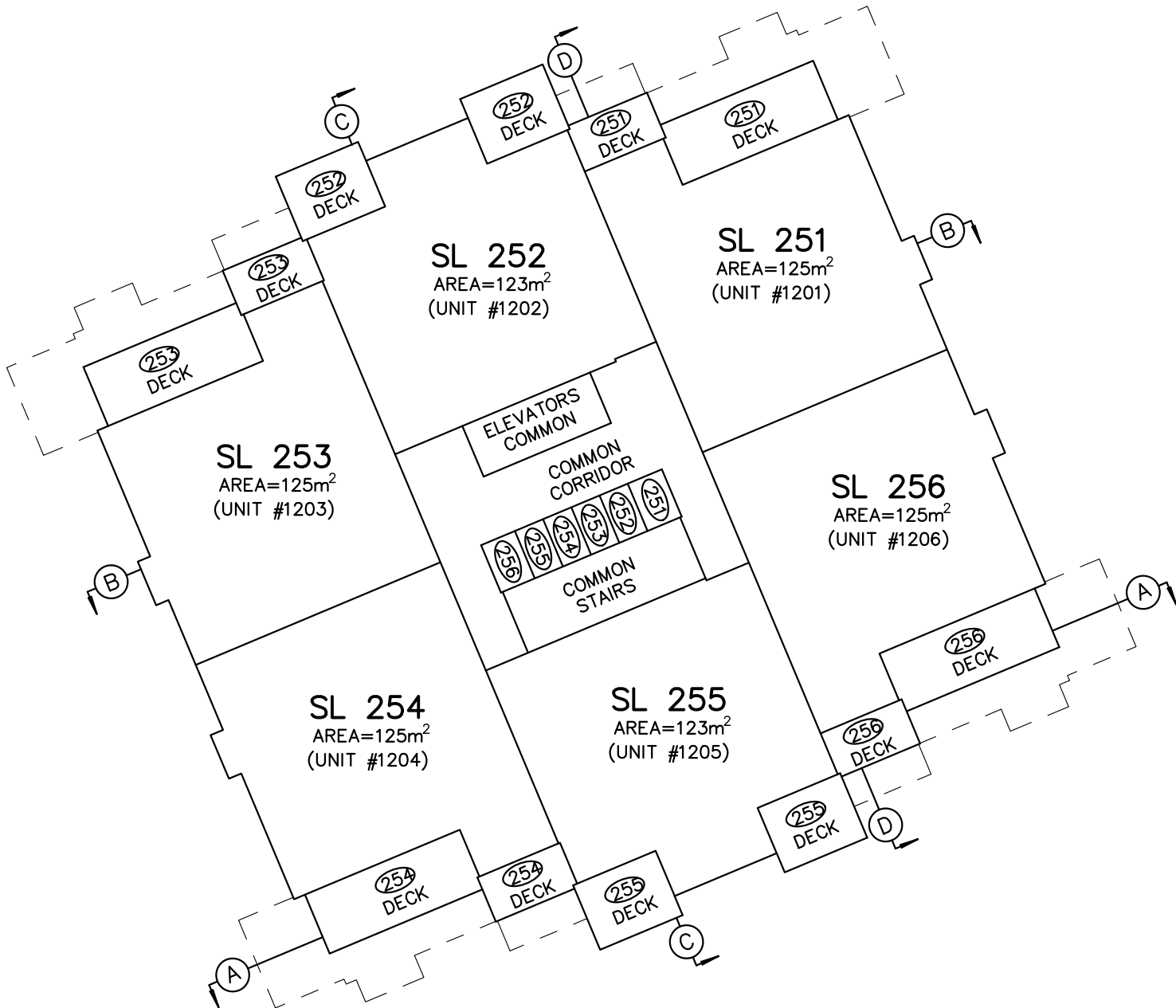
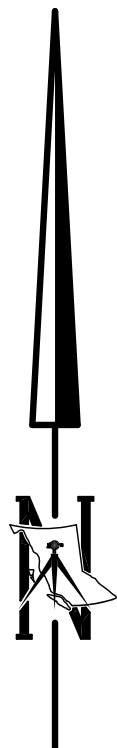
BCGS 82E.043  
SCALE 1:250



SHEET 14 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



LINE OF FLOOR BELOW SHOWN THUS ... — — — —

PRELIMINARY

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS  
THIRTEENTH FLOOR

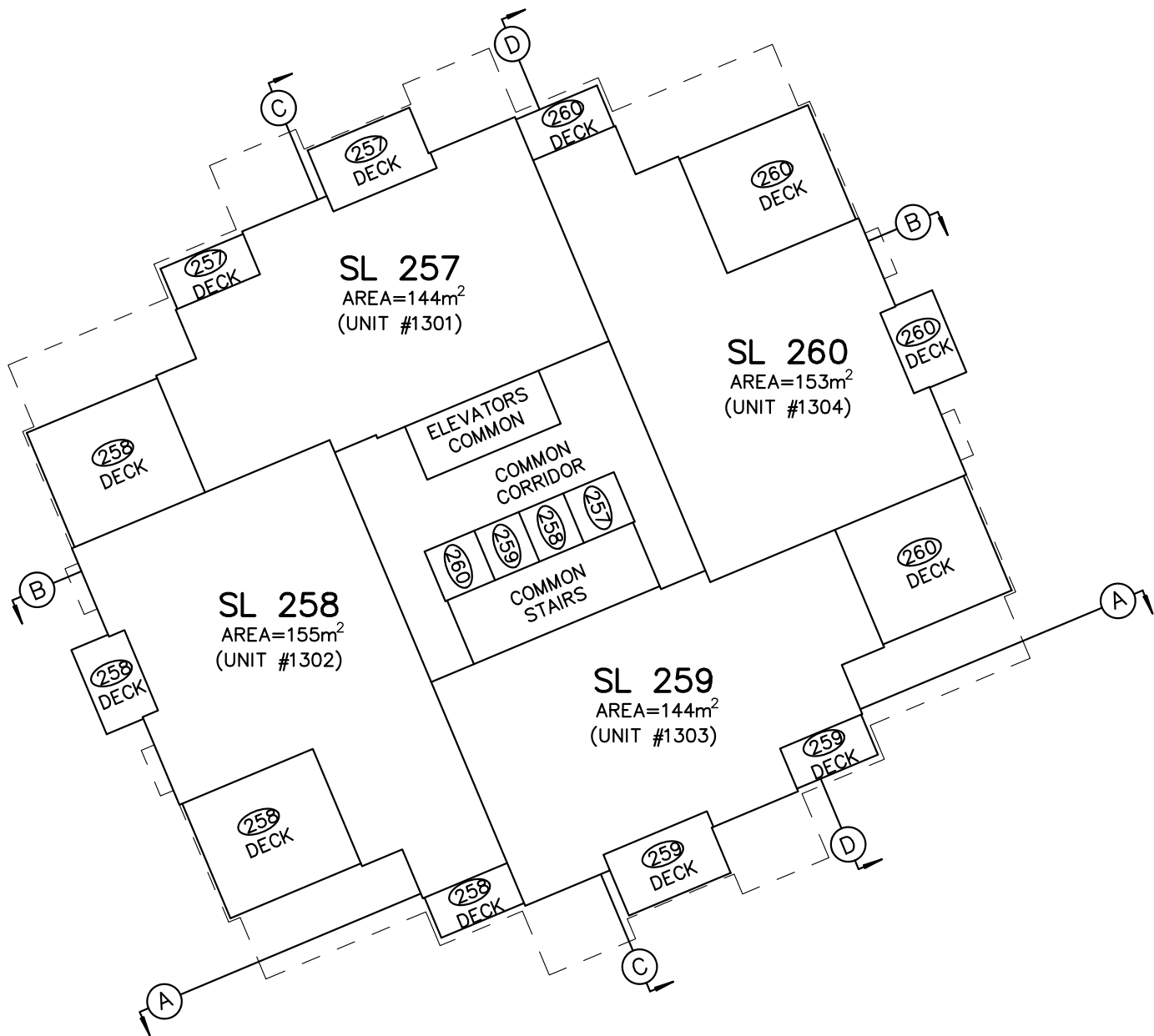
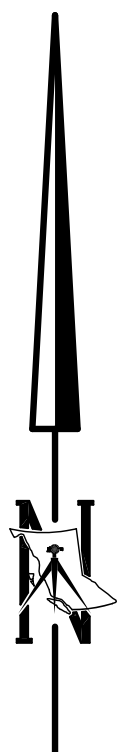
BCGS 82E.043  
SCALE 1:250



SHEET 15 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



PRELIMINARY

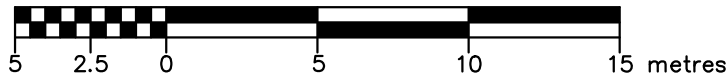
LINE OF FLOOR BELOW SHOWN THUS ... — — — —

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

FLOOR PLANS  
FOURTEENTH FLOOR

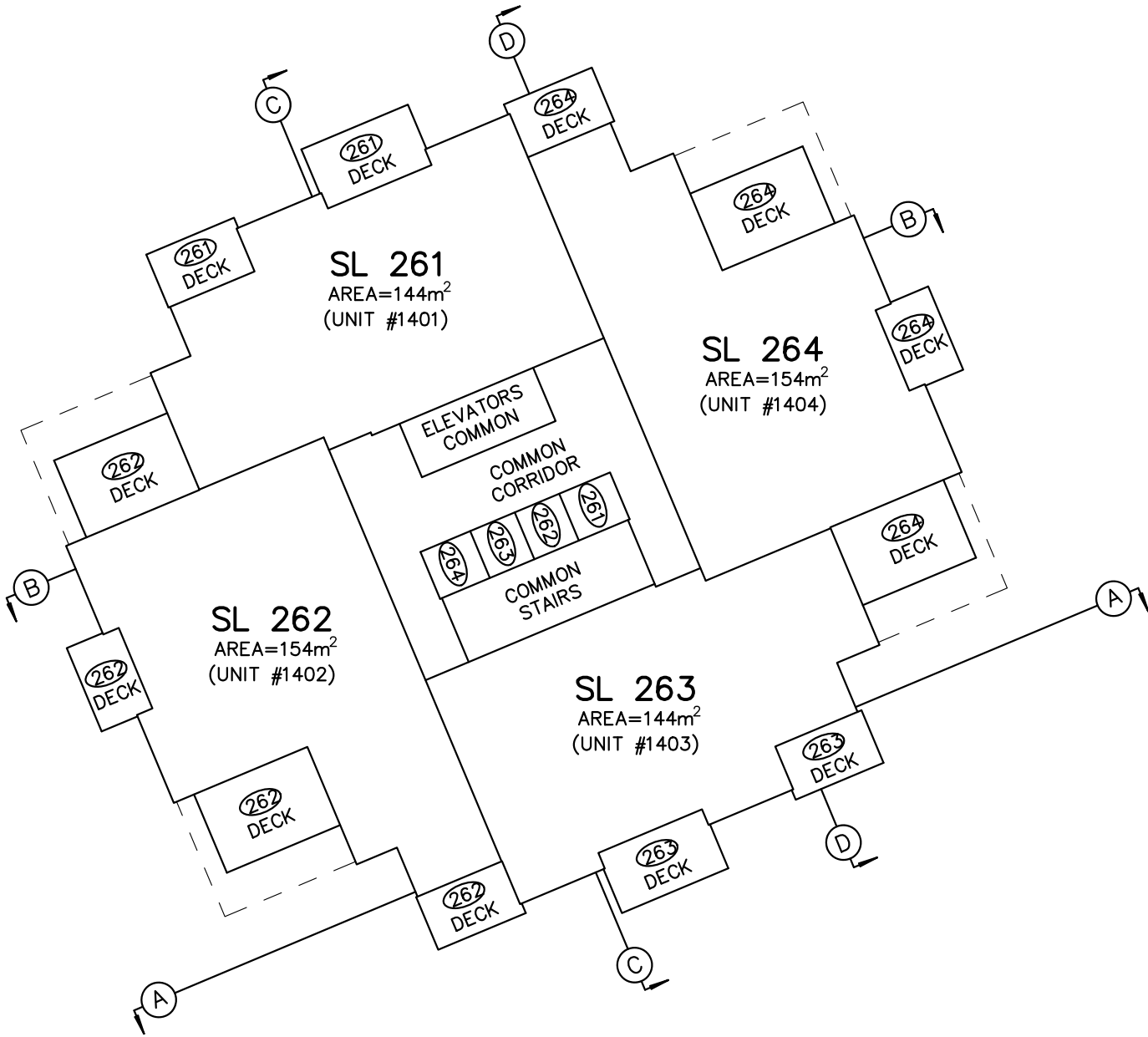
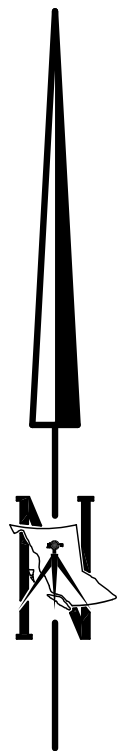
BCGS 82E.043  
SCALE 1:250



SHEET 16 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



PRELIMINARY

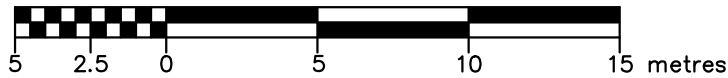
STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

LINE OF FLOOR BELOW SHOWN THUS ... — — — —

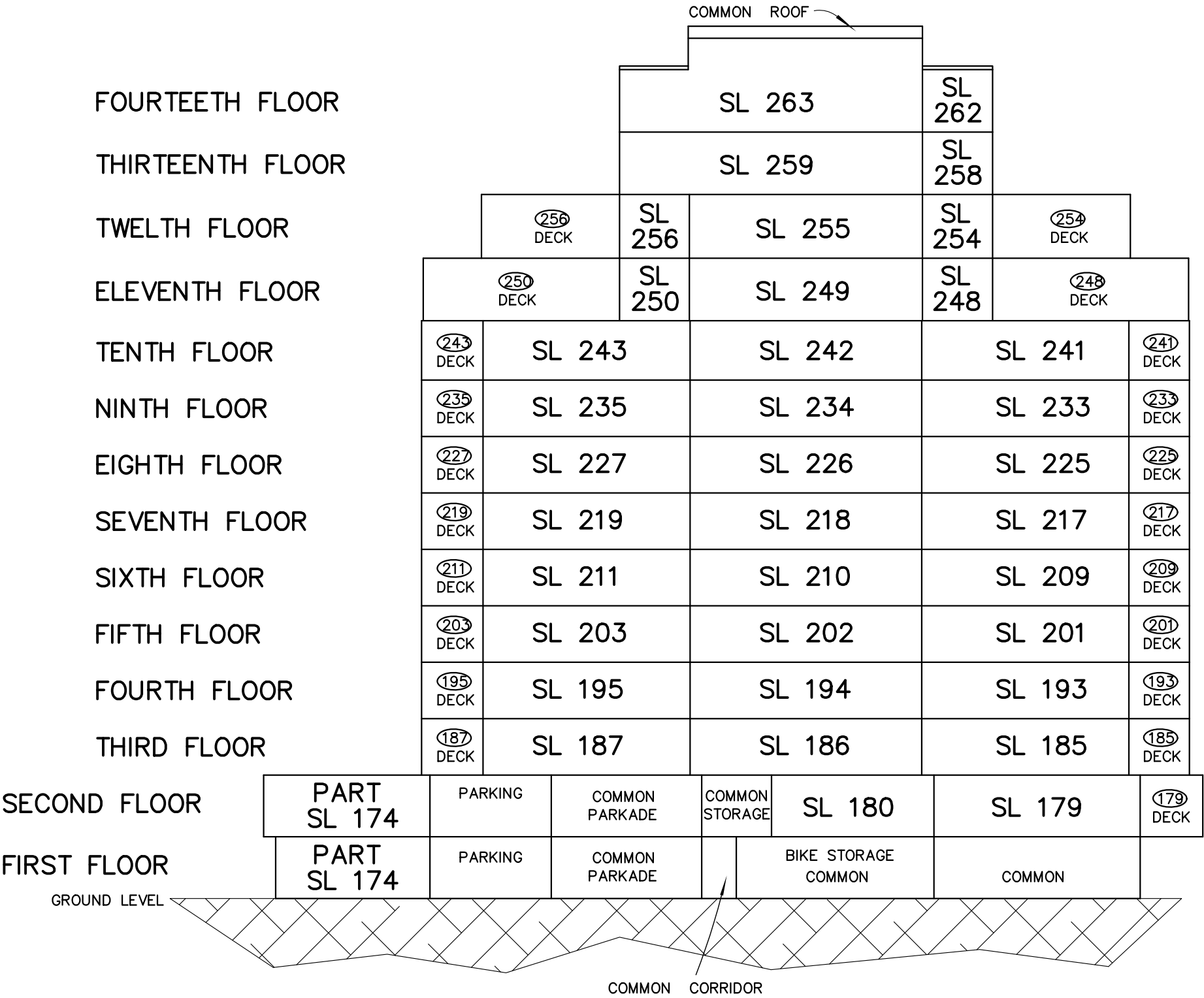
BUILDING SECTION  
SECTION A—A

BCGS 82E.043  
SCALE 1:250



STRATA PLAN EPS4170  
PHASE 3  
PRELIMINARY

THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250



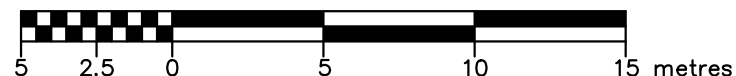
PRELIMINARY

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_\_th DAY OF \_\_\_\_\_, 20\_\_\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

BCGS 82E. 043  
SCALE 1:250

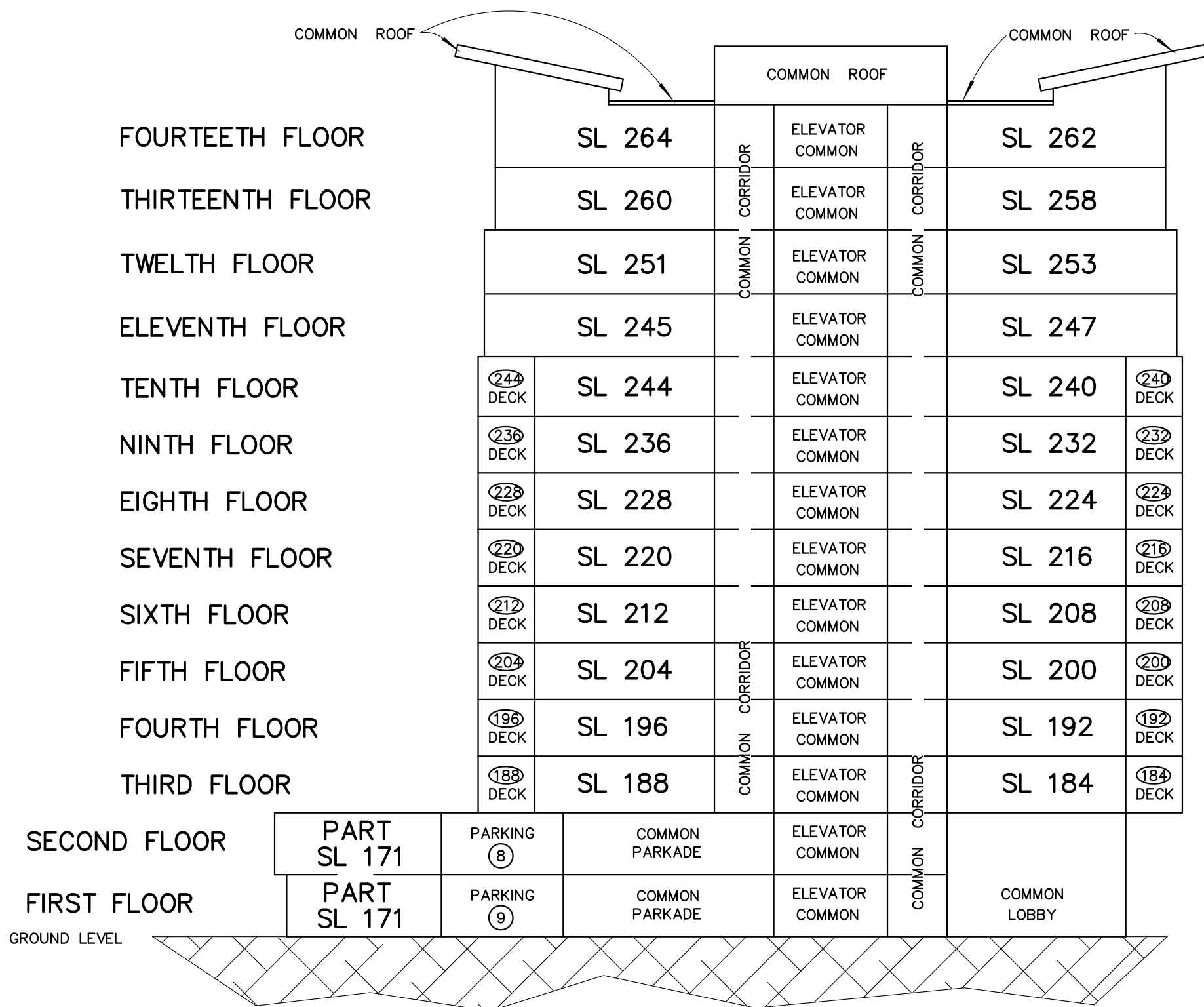
BCGS 82E. 043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 18 OF 20 SHEETS

STRATA PLAN EPS4170  
PHASE 3  
 PRELIMINARY



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THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

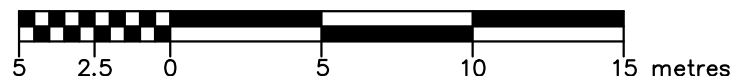
STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

BCGS 82E. 043  
SCALE 1:250

BCGS 82E. 043  
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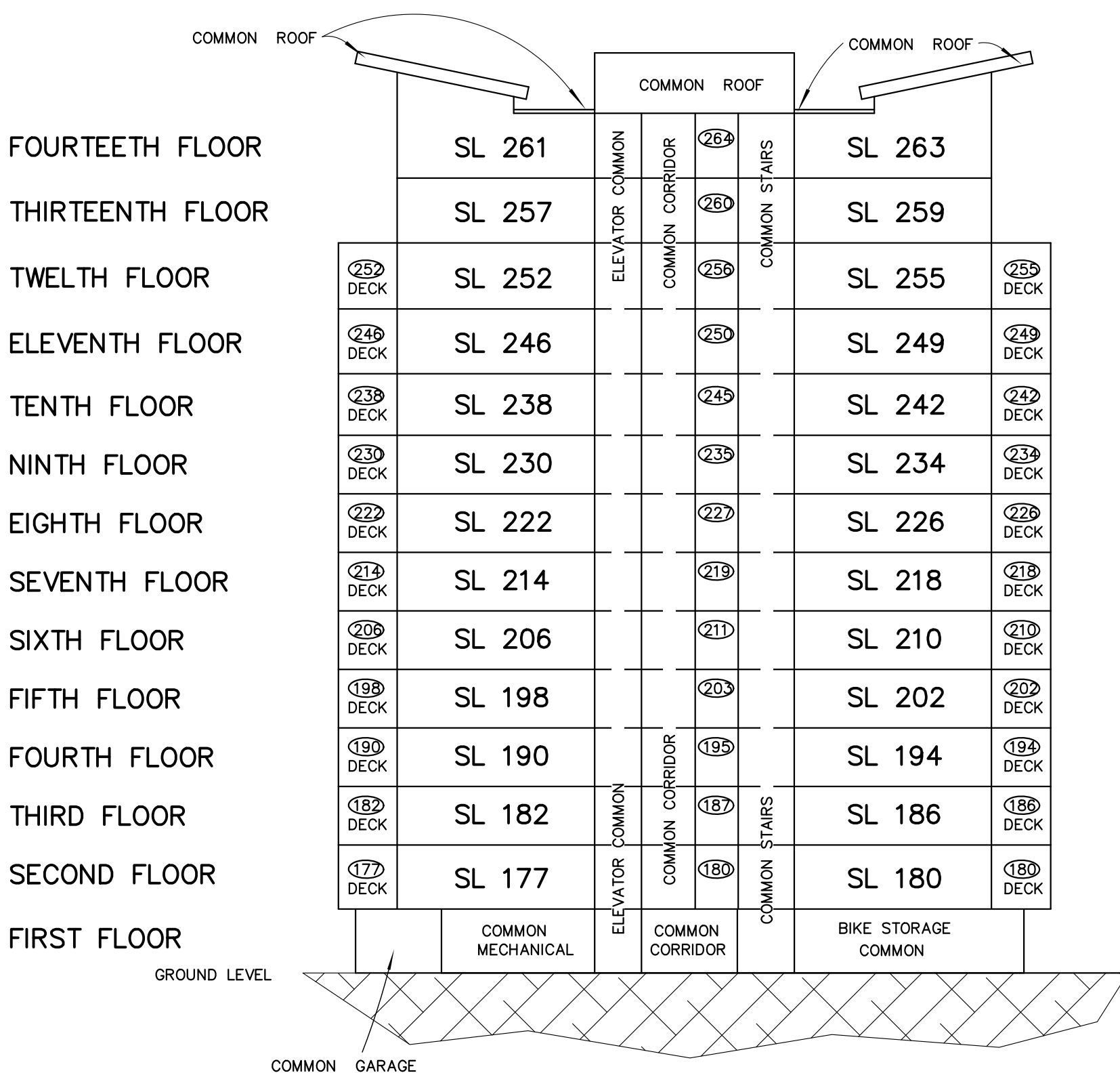
THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 19 OF 20 SHEETS

# STRATA PLAN EPS4170

## PHASE 3

### PRELIMINARY



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STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.

STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_\_\_th DAY OF \_\_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

BUILDING SECTION  
SECTION D-D

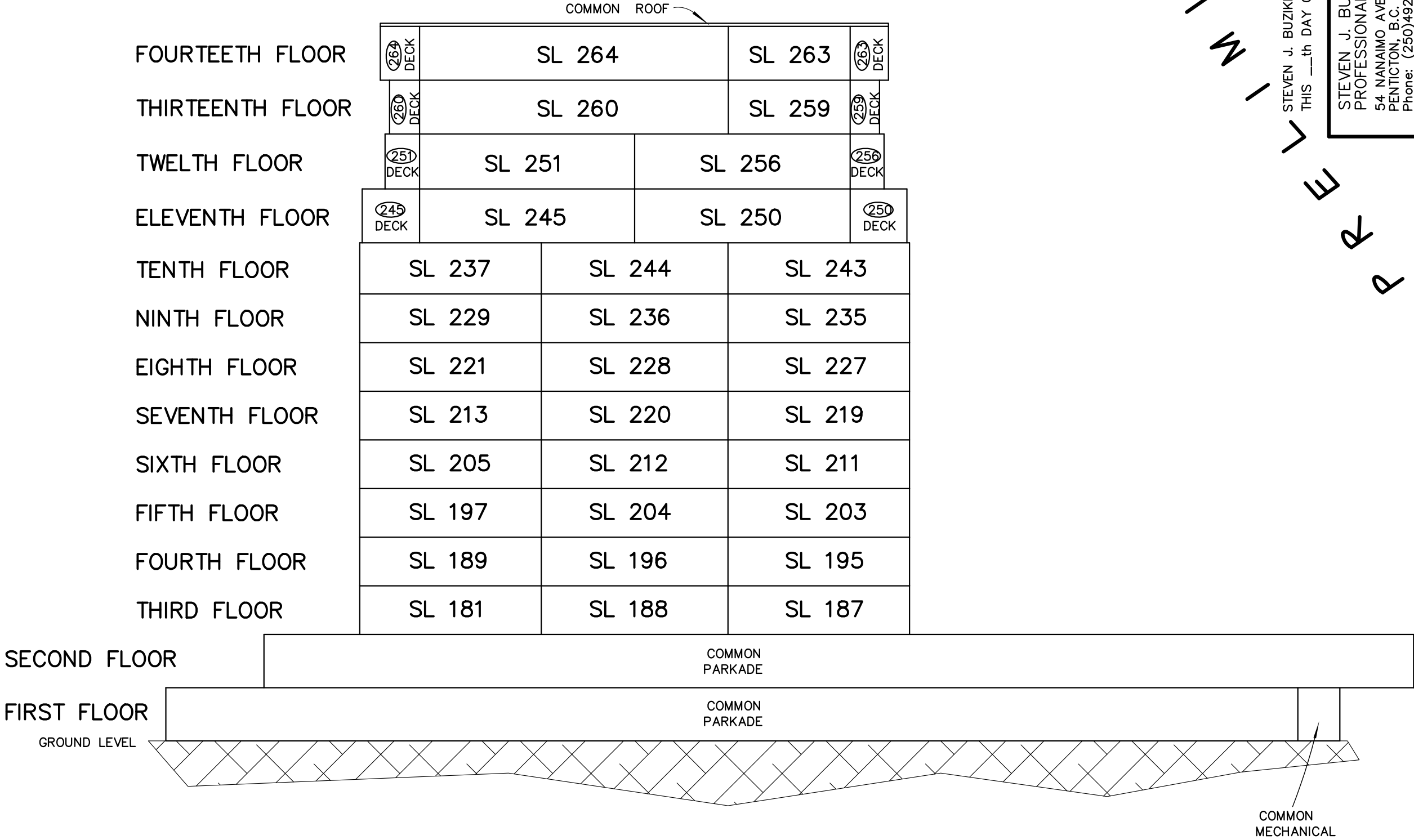
BCGS 82E.043  
SCALE 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY  
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

STRATA PLAN EPS4170  
PHASE 3

PRELIMINARY



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STEVEN J. BUZIKIEVICH, BCLS DATED  
THIS \_\_th DAY OF \_\_\_\_, 20\_\_.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 NANAIMO AVE. E.  
PENTICTON, B.C.  
Phone: (250)492-0559 Fax: (250)492-9851  
FILE 22-0190  
DWG. 22-0190-STRATA PLAN-PRELIMINARY

**EXHIBIT B**

**Amended Form P – Phased Strata Plan Declaration**

See Attached

1. Contact

Document Fees: \$30.53

**FH&P Lawyers LLP**  
**400-275 Lawrence Ave**  
**Kelowna BC V1Y 6L2**  
**2507624222**

15113-87530/NML  
Star-Line

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-PA Amended Phased Strata Plan Declaration**

3. Description of Land

PID/Plan Number	Legal Description
<b>030-272-301</b>	<b>LOT 1 DISTRICT LOT 116 SIMILKAMEEN DIVISION YALE DISTRICT PLAN EPP70049 EXCEPT PHASES 1 AND 2 STRATA PLAN EPS4170</b>
<b>EPS4170</b>	<b>STRATA LOTS 1-166</b>
<b>EPS4170</b>	<b>THE COMMON PROPERTY</b>

**Electronic Signature**

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

**Nancy Marie  
Ling 199VUY**

Digitally signed by  
Nancy Marie Ling 199VUY  
Date: 2022-08-24  
12:09:36 -07:00

*Strata Property Act*

**FORM P**

**PHASED STRATA PLAN DECLARATION**

*(Sections 221, 222)*

I, William Vant Geloof, Director of Star-Line Enterprises Ltd., declare:

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

Parcel Identifier: 030-272-301

Lot 1 District Lot 116 SDYD Plan EPP70049 Except Phases 1 and 2 Strata Plan EPS4170

- 2 That the plan of development is as follows:

- (a) The development will consist of three phases to be deposited sequentially as follows:

Phase 1

Phase 2

Phase 3

- (b) Attached as Schedule A to this declaration is a sketch plan showing:

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

(ii) the present parcel boundaries,

(iii) the approximate boundaries of each phase, and

(iv) the approximate location of the common facilities.

- (c) The estimated date for the commencement of construction and completion of construction of each phase is as follows:

	Estimated date for the commencement of construction	Estimated date for the completion of construction
Phase 1	Commenced April 1, 2016	Completed August 31, 2019
Phase 2	Commenced November 27, 2018	Completed April 30, 2021
Phase 3	Commenced July 1, 2021	Completed June 30, 2024

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

	Unit Entitlement
Phase 1	8,844
Phase 2	10,659
Phase 3	11,361
Total Unit Entitlement	30,864

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


Phase 1 – 75 Strata Lots

Phase 2 – 91 Strata Lots


Phase 3 – 98 Strata Lots

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

Phase Number	Date
Phase 1	April 1, 2016
Phase 2	September 1, 2018
Phase 3	December 1, 2020

  
 Signature of Applicant

Date of approval: AUGUST 23, 2022

  
 Signature of Approving Officer BLAKE LAVEN

CITY OF PENTICTON  
 Name of Municipality (or as the case may be)

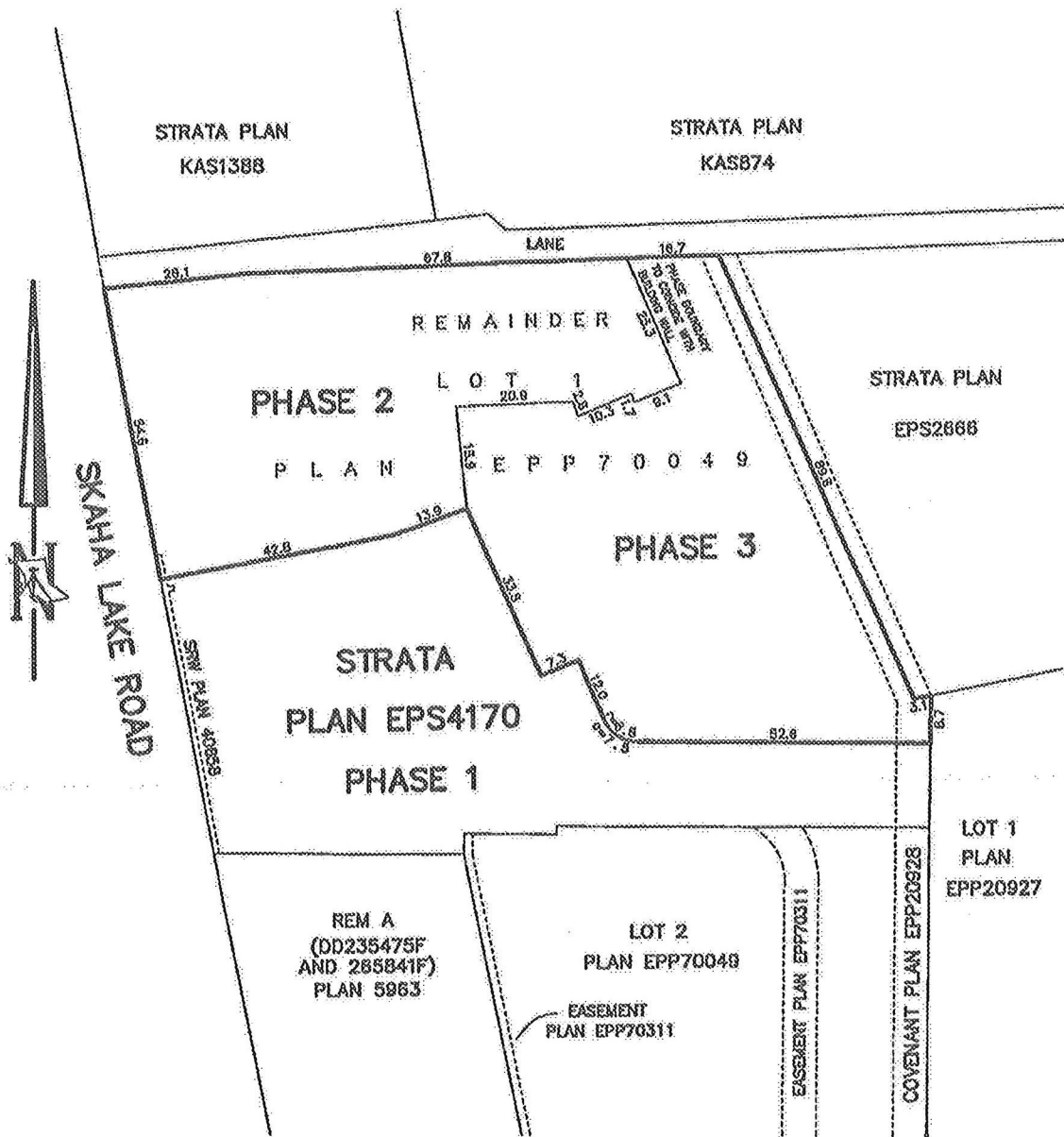
SCHEDULE "A"

SKETCH PLAN TO ACCOMPANY AN AMENDED FORM 'P'  
OF LOT 1, DL 116, SDYD, PLAN EPP70049 except  
PHASE ONE STRATA PLAN EPS4170

BCGS 82E.043  
SCALE 1:750



THE INTENDED PLOT SIZE OF THIS PLAN IS 432mm IN WIDTH BY  
280mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:750  
CIVIC ADDRESS: 3388 SKAHA LAKE ROAD, PENTICTON, B.C.



10th DAY OF SEPTEMBER 2018.

STEVEN J. BUZIKIEVICH  
PROFESSIONAL LAND SURVEYOR  
54 MANAIMO AVE E.  
PENTICTON, B.C.  
Phone: (250)492-0888 Fax: (250)492-0851  
FILE 18-150  
DWA 18-150-PHASE

**EXHIBIT C**

**Proposed Phase 3 Form V – Schedule of Unit Entitlement**

See Attached

*Strata Property Act*  
**FORM V**  
**SCHEDULE OF UNIT ENTITLEMENT**  
**(Section 245 (a), 246, 264)**  
***PRELIMINARY PHASE 3***

RE: Strata Plan EPS4170 (PHASE 3)

Being a strata plan of: Lot 1, Plan EPP70049 except PHASES 1 and 2, STRATA PLAN EPS4170,  
DISTRICT LOT 116, SIMILKAMEEN DIVISION YALE DISTRICT

PARCEL IDENTIFIER: 030-272-301

**STRATA PLAN CONSISTING ENTIRELY OF RESIDENTIAL STRATA LOTS**

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

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

**Certificate of British Columbia Land Surveyor**

I, Steven J. Buzikievich, a British Columbia Land Surveyor, certify that the following table reflects the habitable area of each residential strata lot.

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

\_\_\_\_\_  
Steven J. Buzikievich, B.C.L.S.

**OR**

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

**OR**

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

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

Strata Lot No.	Sheet No.	Habitable Area in Square metres	Unit Entitlement	% * of Total Unit Entitlement **
167	3,4	120	120	1.056%
168	3,4	120	120	1.056%
169	3,4	120	120	1.056%
170	3,4	122	122	1.074%
171	3,4,18	121	121	1.065%
172	3,4	120	120	1.056%
173	3,4	120	120	1.056%
174	3,4,17	120	120	1.056%
175	3,4	120	120	1.056%
176	3,4	120	120	1.056%
177	4,19	81	81	0.713%
178	4	107	107	0.942%
179	4,17	106	106	0.933%
180	4,19	84	84	0.739%
181	5,20	108	108	0.951%
182	5,19	114	114	1.003%
183	5	113	113	0.995%
184	5,18	109	109	0.959%
185	5,17	113	113	0.995%
186	5,17,19	113	113	0.995%
187	5,17,20	108	108	0.951%
188	5,20	109	109	0.959%
189	6,20	108	108	0.951%
190	6,19	114	114	1.003%
191	6,18	113	113	0.995%
192	6	109	109	0.959%
193	6,17,19	113	113	0.995%
194	6,17	113	113	0.995%
195	6,17,20	108	108	0.951%
196	6,18,20	109	109	0.959%
197	7,20	108	108	0.951%
198	7,19	114	114	1.003%
199	7	113	113	0.995%
200	7,18	109	107	0.959%
201	7,17	113	113	0.995%
202	7,17,19	113	113	0.995%
203	7,17	108	108	0.951%
204	7,18,20	109	109	0.959%
205	8,20	108	108	0.951%
206	8,19	114	114	1.003%
207	8	113	113	0.995%
208	8,18	109	109	0.959%
209	8,17	113	113	0.995%

210	8,17,19	113	113	0.995%
211	8,17,20	108	108	0.951%
212	8,18	109	109	0.959%
213	9,20	108	108	0.951%
214	9,19	114	114	1.003%
215	9	113	113	0.995%
216	9,18	109	109	0.959%
217	9,17	113	113	0.995%
218	9,17,19	113	113	0.995%
219	9,17,20	108	108	0.951%
220	9,18,20	109	109	0.959%
221	10,20	108	108	0.951%
222	10,19	114	114	1.003%
223	10	113	113	0.995%
224	10,18	109	107	0.959%
225	10,17	113	113	0.995%
226	10,17,19	113	113	0.995%
227	10,17,20	108	108	0.951%
228	10,18,20	109	109	0.959%
229	11,20	108	108	0.951%
230	11,19	114	114	1.003%
231	11	113	113	0.995%
232	11,18	109	109	0.959%
233	11,17	113	113	0.995%
234	11,17,19	113	113	0.995%
235	11,17,20	108	108	0.951%
236	11,18,20	109	109	0.959%
237	12,20	108	108	0.951%
238	12,19	114	114	1.003%
239	12	113	113	0.995%
240	12,18	109	109	0.959%
241	12,17	113	113	0.995%
242	12,17,19	113	113	0.995%
243	12,17,20	108	108	0.951%
244	12,18,20	109	109	0.959%
245	13,18,20	125	125	1.100%
246	13,19	123	123	1.083%
247	13,18	125	125	1.100%
248	13,17	125	125	1.100%
249	13,17,19	123	123	1.083%
250	13,17,20	125	125	1.100%
251	14,18,20	125	125	1.100%
252	14,19	123	123	1.083%
253	14,18	125	125	1.100%
254	14,17	125	125	1.100%
255	14,19,20	123	123	1.083%
256	14,17,20	125	125	1.100%
257	15,19	144	144	1.267%
258	15,18	155	155	1.364%
259	15,17,19,20	144	144	1.267%
260	15,18,20	153	153	1.347%

261	16,19	144	144	1.267%
262	16,17,18	154	154	1.356%
263	16,17,19,20	144	144	1.267%
264	16,18,20	154	154	1.356%
Total number of strata lots: 98			Total Unit Entitlement: 11,361	

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

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

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

\_\_\_\_\_  
Signature of Owner Developer

**EXHIBIT D**

**Form Y – Notice of Different Bylaws**

See attached.

Aug-10-2018 11:50:33.006

CA6990572

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 16 PAGES

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

Patrick McLean Dowler 9TWDW8	Digitally signed by Patrick McLean Dowler 9TWDW8 Date: 2018.08.10 10:23:22 -07'00'
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## 1. CONTACT: (Name, address, phone number)

Patrick Dowler

Kampman Oliver Keene McAndrews

File No.: 303394PD

409 Ellis Street

Penticton

BC V2A 4M1

Tel: 250-493-6786

Document Fees: \$28.63

Deduct LTSA Fees? Yes ☒

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

Form-Y Owners Developers' Notice of Different Bylaws

LTO Document Reference:

## 3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

030-272-301

LOT 1 DISTRICT LOT 116 SIMILKAMEEN DIVISION YALE DISTRICT PLAN  
EPP70049

Form Y

**Strata Property Act**

**OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS**

*(Section 245 (d), Regulation section 14.6 (2))*

Re: Strata Plan EPS4170, being a strata plan of

PID: 030-272-301

Lot 1 District Lot 116 Similkameen  
Division Yale District Plan EPP70049


The attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, as permitted by section 120 of the Act.

Date: July 23, 2018

Signature of Owner Developer:

STAR-LINE ENTERPRISES LTD.

Per

  
\_\_\_\_\_  
Signature of authorized signatory

Anthony Van Gelooft  
\_\_\_\_\_  
Printed name of authorized signatory

## **Bylaws for Skaha Lake Towers**

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

#### **Payment of strata fees**

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) An owner must pay the strata corporation interest on any arrears of strata fees or special levies at the maximum rate of interest allowed under the *Strata Property Act* of British Columbia (the "Act") and related regulations from the date on which such strata fees or special levies were due until the date payment is received by the strata corporation.

#### **Repair and maintenance of property by owner**

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

#### **Use of property**

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal,
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan, or
  - (f) is in contravention of any bylaw, rule, regulation or other requirement of the City of Penticton.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset. The owner is responsible for the immediate cleanup of any pet excrement or any mess created by their pet.

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

- (a) a reasonable number of fish or other small aquarium animals,
- (b) a reasonable number of small caged mammals,
- (c) up to 2 caged birds, and
- (d) up to two dogs, or up to two cats, or one dog and one cat.

(5) Notwithstanding subsection (4), an owner, tenant, occupant or visitor must not permit any of the following dogs on the strata lot, the common property, common assets or limited common property:

- (a) any dog with a known propensity, tendency, or disposition to attack other domestic animals or humans without provocation,
- (b) any dog which has bitten another domestic animal or human without provocation, or
- (c) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, Rottweiler, or any dog of mixed breeding which includes any of the aforementioned breeds or any other dangerous dog.

(6) An owner, tenant or occupant shall neither use the owner's strata lot for the commercial enterprise of a hotel, vacation rental, bed and breakfast or any other business involving short term licences to occupy the owner's strata lot nor utilize Airbnb, VRBO or any other agency promoting vacation or other short term occupancies of residential properties. Without limiting the generality of the foregoing, any arrangement by an owner to rent, lease, licence or otherwise permit any person, other than members of the owner's family, to occupy the owner's strata lot for a period of less than three consecutive months is in contravention of this subsection.

(7) An owner, tenant, occupant or visitor must not smoke tobacco, hold lighted tobacco, use an e-cigarette, or hold an activated e-cigarette, as those terms are defined in the *Tobacco and Vapour Products Control Act* of British Columbia, on the common property, common assets or limited common property.

(8) An owner, tenant or occupant shall not use or permit the use of the owner's strata lot for a professional, commercial or business purpose that in any way increases or may increase the amount of foot traffic or motor vehicle traffic on the common property, on a common asset, or in the strata lot.

(9) An owner shall not keep or use any barbeque or other cooking device on any balcony or patio other than for a natural gas burning barbeque.

(10) An owner shall keep the balcony or patio of the owner's strata lot clean, tidy and uncluttered and shall not use the balcony or patio to store any items including, but not limited to, bicycles and appliances.

(11) An owner shall not install, place or otherwise use roll down shutters, shades, awnings, window or balcony guards, screens or enclosures on a balcony or patio of the owner's strata lot or elsewhere on the exterior of a building.

#### **Inform strata corporation**

**4** (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name and strata lot number and, if applicable to the owner, a mailing address outside the strata plan, a facsimile number and an email address for the purposes of the strata corporation providing notices and correspondence to the owner.

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

#### **Obtain approval before altering a strata lot**

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

- (a) the structure of a building,
- (b) the exterior of a building,
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building,
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property,
- (e) fences, railings or similar structures that enclose a patio, balcony or yard,
- (f) common property located within the boundaries of a strata lot,

- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act,
- (h) antenna, satellite dishes or similar structures or appurtenances hung from, placed on, erected or attached to the exterior of a building,
- (i) ventilators, air conditioning devices, or supplementary heating devices attached to or placed on a balcony or patio of the owner's strata lot or elsewhere on the exterior of a building, or
- (j) window coverings in a strata lot.

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree in a written Indemnity and Alteration Agreement, in a form reasonably required by the strata corporation, to take responsibility for any expenses relating to the alteration, to provide plans and specifications for the alteration, to provide a building permit and other necessary approvals for the alteration, to employ qualified contractors, to provide evidence of adequate insurance coverage, and to indemnify the strata corporation and the strata council in respect of the alteration.

(3) When approval is granted by the strata corporation to an owner for modifications to a strata lot, work must commence within 30 days of approval and be completed within 90 days from the date on which approval is given.

(4) An approved alteration shall be done between the hours of 9:00 a.m. and 5:00 p.m. or at such other times as prescribed by the strata corporation. No construction work is permitted to be done on Sundays or statutory holidays.

#### **Obtain approval before altering common property**

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

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

#### **Permit entry to strata lot**

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

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

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

### **Owner's Indemnity and Insurance**

- 7.1** (1) An owner shall be strictly liable for and shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by reason of any event occurring within the owner's strata lot including, without limitation, leakage from any dishwasher, refrigerator, garburator, washing machine, toilet, sink, bathtub, shower, water pipe, hose, or other fixture in the owner's strata lot or by reason of any event for which the owner is responsible or for which the owner's visitors, occupants, guests, employees, agents, or tenants are responsible. The indemnity in this subsection is limited to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy of the strata corporation. In such circumstances, and for the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation and the amount of any loss which is below the insurance deductible of the strata corporation's insurance shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- (2) For the purposes of subsection (1), any insurance deductibles or uninsured repair costs charged to an owner shall be added to, and become part of, the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (3) An owner shall obtain at the time the owner acquires a strata lot and shall at all times thereafter maintain, at the owner's own cost, a strata homeowner's policy of insurance covering the strata lot, the owner and the strata corporation in a form and from an insurer

reasonably satisfactory to the strata corporation including, without limitation, coverage for contents, damage to the strata lot including improvements and additions thereto, liability, perils not insured against by the strata corporation, amounts in excess of amounts insured by the strata corporation, insurance deductibles paid or payable by the strata corporation, any loss which is below the insurance deductibles of the strata corporation, and any other loss not covered by the insurance policies of the strata corporation.

## **Division 2 — Powers and Duties of Strata Corporation**

### **Repair and maintenance of property by strata corporation**

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

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

- (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

### **Division 3 – Council**

#### **Composition of council**

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

#### **Council members' terms**

- 10** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.

#### **Removing council member**

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

#### **Replacing council member**

- 12** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least

25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **Officers**

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

### **Calling council meetings**

- 14** (1) Any council member may call a council meeting by giving the other council members at least 1 week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
- (a) all council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all council members either:
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

### **Quorum of council**

- 15** (1) A quorum of the council is:
- (a) 1, if the council consists of one member,

- (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing a quorum.

### **Council meetings**

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

### **Voting at council meetings**

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

### **Council to inform owners of minutes**

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

### **Delegation of council's powers and duties**

- 19** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or

persons who are not members of the council, and may revoke the delegation.

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

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with subsection (3).

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

- (a) set a maximum amount that may be spent, and
- (b) indicate the purposes for which, or the conditions under which, the money may be spent.

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

- (a) whether a person has contravened a bylaw or rule,
- (b) whether a person should be fined, and the amount of the fine, or
- (c) whether a person should be denied access to a recreational facility.

### **Spending restrictions**

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

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

### **Limitation on liability of council member**

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

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

## **Division 4 — Enforcement of Bylaws and Rules**

### **Maximum fine**

**22** The strata corporation may fine an owner or tenant a maximum of:

- (a) subject to subsection 22(b) \$200 for each contravention of a bylaw,
- (b) \$500 for each contravention of subsection 3(7), and
- (c) \$50 for each contravention of a rule.

### **Continuing contravention**

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

## **Division 5 — Annual and Special General Meetings**

### **Person to chair meeting**

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

### **Participation by other than eligible voters**

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

### **Voting**

- 27** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

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

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

(6) The vote for a strata lot may not be exercised, except on matters requiring an 80% vote or a unanimous vote, if the strata corporation is, at the time of the vote, entitled to register a lien against the strata lot under section 116(1) of the Act.

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

### **Order of business**

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

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

- (m) elect a council, if the meeting is an annual general meeting, and
- (n) terminate the meeting.

## **Division 6 — Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

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

## **Division 7 — Marketing Activities by Owner Developer**

### **Display lot**

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

### **Collection of personal information**

- 31** In accordance with the *Personal Information Protection Act* of British Columbia an owner, tenant, occupant, or visitor is required to provide the strata corporation with the following personal information:
- (a) the owner's name, home address, home telephone number and cell phone number,
  - (b) the owner's e-mail address,

- (c) the owner's banking information for payment of strata fees,
- (d) information regarding pets in the owner's strata lot,
- (e) video images and voice recordings obtained during the use and operation of the video surveillance system installed or to be installed on the common areas and common assets by the strata corporation, and
- (f) information and data recorded and collected during the use and operation of access control systems that monitor access to and from the common areas and common assets.

**EXHIBIT E**

**Signed Parking Facility Lease**

See Attached

## PARKING FACILITY LEASE FOR SKAHA LAKE TOWERS

This agreement is made as of the 25th day of January, 2021.

BETWEEN:

**STAR-LINE ENTERPRISES LTD.**, a company amalgamated under the laws of British Columbia on November 1, 2010 under incorporation number BC0894270 having its head office at #1203 - 3388 Skaha Lake Road, Penticton, British Columbia V2A 6G4

(the "**Developer**")

AND:

**NEW VALLEY HOMES LTD.**, a company incorporated under the laws of British Columbia on January 26, 1984 under incorporation number BC0273484 having its head office at #1203 - 3388 Skaha Lake Road, Penticton, British Columbia V2A 6G4

(the "**Tenant**")

BACKGROUND:

- A. The Developer is the legal and beneficial owner of the lands located at 3346 Skaha Lake Road, Penticton, British Columbia and legally described as Parcel Identifier: 030-272-301 Lot 1 District Lot 116 Similkameen Division Yale District Plan EPP70049 Except Phase One Strata Plan EPS4170 (the "**Land**").
- B. The Land represents the proposed second and third phases of a three phase residential strata title development under the *Strata Property Act* of British Columbia known as "Skaha Lake Towers" (the "**Development**") for which the strata plan for phase one was filed in the Land Title Office on August 10, 2018 as Strata Plan EPS4170.
- C. The Developer is constructing the building in proposed phase two of the Development on that part of the Land shown as "Phase 2" on the sketch plan prepared by Steven J. Buzikievich, Professional Land Surveyor, attached to an Amended Phased Strata Plan Declaration in Form P to the *Strata Property Act* filed in the Land Title Office on October 31, 2019 as document number CA7842027.
- D. In parts of the first two floors of the building in phase two of the Development the Developer is constructing a secured parking facility (the "**Parking Facility**"), which contains 129 parking stalls (the "**Stalls**"), 91 of which Stalls the Developer intends to designate on the phase two strata plan as it sees fit in its absolute discretion as limited common property for the benefit of the strata lots in phase two.

- E. The Developer overbuilt the Parking Facility with 38 extra Stalls (the "**Leased Stalls**") that the Developer is not designating as limited common property with the intention of using some or all of the Leased Stalls as parking for phase three of the Development when the Developer proceeds with that phase. As a result, the Stalls represent more parking than is required by the City of Penticton for phase two and more than is reasonably necessary for the owners of strata lots in phase two. Therefore the Developer requires a flexible mechanism by which to allocate the Leased Stalls to the strata lots in any phase of the Development.
- F. For the orderly allocation of the Leased Stalls to the strata lots in the Development, the Developer has agreed to lease to the Tenant those portions of the Parking Facility which contain the Leased Stalls as shown on the explanatory plan attached hereto as **Schedule A** prepared by Steven J. Buzikievich, Professional Land Surveyor, (the "**Leased Premises**") on the terms and conditions set out in this lease (the "**Lease**") and with the right of the Tenant to grant partial assignments of this Lease pertaining to any of the Leased Stalls.
- G. The phase two strata plan will designate the Leased Premises as common property of the strata corporation (the "**Strata Corporation**") upon the deposit for registration of the phase two strata plan in the Kamloops Land Title Office.
- H. The Developer and the Tenant agree that title to the common property of the Strata Corporation will be encumbered by this Lease.

In consideration of the sum of \$10.00 of lawful money of Canada now paid by the Tenant to the Developer, the receipt and sufficiency of which is hereby acknowledged by the Developer and in consideration of the mutual agreements in this Lease the Developer and the Tenant agree with each other as follows:

## ARTICLE 1 GRANT AND TERM

### 1.01        Grant

The Developer hereby grants and leases the Leased Premises to the Tenant for the term, as defined in Section 1.02, on the terms and conditions set out in this Lease. The Tenant may only use the Leased Premises for the purposes of parking and storing motor vehicles.

### 1.02        Term

The term (the "**Term**") of this Lease shall commence on the date first written above (the "**Commencement Date**") and terminate on the earlier of:

- (a) the 999th anniversary of the Commencement Date; and
- (b) the date the Strata Corporation is dissolved.

1.03 Rent

The parties acknowledge that the sum of \$10.00 now paid by the Tenant to the Developer will be the only payment required to be paid to the Developer for the use and enjoyment of the Leased Premises by the Tenant, and that no further payment to the Developer is required for any partial assignment of rights under this Lease to the Strata Corporation or to an assignee who is, or who is entitled to become, a member of the Strata Corporation.

1.04 Licence

The Developer agrees that the Tenant may at all times, in common with the Developer and all other persons now or hereafter having the express or implied permission of the Developer or having a similar right, enter upon and pass over any part of phase two designated as drive aisles, roadways or walkways for the purpose of obtaining access to or from the Leased Premises or any of the particular Leased Stalls, provided that the operation of vehicles is restricted to roadways and access by foot is restricted to pedestrian walkways and stairs. The Developer will at all times provide the Tenant with means of access to any security devices that are necessary to enable the Tenant and subsequent assignees to use and enjoy the Leased Premises.

**ARTICLE 2  
SUBDIVISION BY THE PHASE TWO STRATA PLAN**

2.01 Strata Plan

This Lease and the covenants and obligations of the Developer under this Lease run with and bind the Land, and, upon the subdivision of the Land by means of the phase two strata plan, such covenants and obligations shall:

- (a) continue to run with and bind each subdivided parcel thereof which contains the Leased Premises; and
- (b) be automatically assumed by the Strata Corporation as the representative of the owners of the strata lots in the Development,

at which time the Developer will be automatically and absolutely released from any obligations or liabilities hereunder.

2.02 Common Property

This Lease is intended to burden only that portion of the Land which will become part of the common property of the Strata Corporation upon the deposit for registration of the phase two strata plan in the Land Title Office and not at any time to burden any strata lot in the Development.

### ARTICLE 3 MAINTENANCE AND ENCUMBRANCES

#### 3.01 Management and Maintenance

The Developer confirms that until the deposit for registration of the phase two strata plan the Developer shall be solely responsible for the control, management and administration of the Leased Premises, but thereafter the Strata Corporation will assume full responsibility for the control, management and administration of the Leased Premises as common property in accordance with the provisions of the *Strata Property Act* of British Columbia, and may pass bylaws or make rules and regulations with respect to the Leased Premises as long as the Tenant is given notice of such bylaws, rules or regulations and such bylaws, rules or regulations:

- (a) are of general application to all Stalls and all users of such Stalls;
- (b) are fairly and uniformly enforced with respect to all Stalls and all users of such Stalls;
- (c) do not interfere with the Tenant's or any subsequent assignee's right of continuous uninterrupted access to the Leased Stalls during the Term, including the right of the Tenant or any subsequent assignee to store a boat trailer or recreational vehicle within any of the Leased Stalls, provided that such boat trailer or recreational vehicle fits within any such Leased Stall without creating a danger or hazard to other users of the Parking Facility and complies with all applicable bylaws, and provided that the Tenant or assignee, as the case may be, has obtained adequate insurance coverage in respect thereof; and
- (d) do not materially interfere with the rights of the Tenant or any subsequent assignee under this Lease.

#### 3.02 Alterations

The Tenant, its successors and assigns, are not entitled to alter, or to perform any repairs of any sort whatsoever to the Leased Premises or to any of the Leased Stalls. Any such alterations or repairs are the responsibility of the Developer prior to the registration of the phase two strata plan and thereafter the sole responsibility of the Strata Corporation. The Developer, prior to the registration of the phase two strata plan, and thereafter the Strata Corporation, will be responsible for maintaining and repairing the Leased Stalls in the same manner and to the same standard as it maintains and repairs all of the Stalls within the Parking Facility.

#### 3.03 Subordination

The Tenant agrees to subordinate its interest pursuant to this Lease to any financial encumbrance registered by the Developer against the Land provided the holder of the encumbrance agrees to recognize and not foreclose the Tenant's interest in this Lease as long as the Tenant is not in default hereunder.

3.04 No Right to Encumber

The Tenant and its successors and assigns are not entitled to mortgage, charge, pledge or otherwise grant their interest in any of the Leased Stalls as security to any person.

**ARTICLE 4  
ASSIGNMENT**

4.01 Partial Assignments

The Tenant may partially assign this Lease and its rights under this Lease to an owner or transferee of any strata lot within any phase of the Development or to the Strata Corporation, and may not grant any other licence or right to use any part of the Leased Premises to any other person. Any such assignment will be for such consideration as the Tenant may in its sole discretion determine, which consideration may be retained by the Tenant for its own benefit. Any partial assignment by the Tenant, or by any subsequent assignee, of this Lease and its rights under this Lease pertaining to any of the Leased Stalls:

- (a) will be absolute, and, subject to the bylaws, rules and regulations of the Strata Corporation to the extent permitted by section 3.01, the assignee and its guests, lessees, successors and permitted assigns will be entitled to the use and enjoyment of any of the Leased Stalls so assigned for the balance of the Term;
- (b) will be an assignment of rights to which such assignee will only be entitled for so long as such assignee owns a strata lot within the Development, unless the assignment is to the Strata Corporation or back to the Tenant;
- (c) may only be assigned to an owner or transferee of a strata lot within any phase of the Development or to the Strata Corporation or back to the Tenant; and
- (d) subject to section 4.02 of this Lease will not be effective until written notice of such assignment, together with a copy of such assignment, is delivered by the assignee to the Strata Corporation.

4.02 Automatic Assignment by Members

If a member of the Strata Corporation who is also a holder of an interest in a Leased Stall transfers all of his or her interest in a strata lot within any phase of the Development to which such Leased Stall is at such time appurtenant as shown on the register maintained under section 4.06 without concurrently executing an assignment of such Leased Stall to another owner or transferee of a strata lot within the Development, then the interest of the selling member in such Leased Stall will automatically be assigned to and assumed by the transferee of the selling member's strata lot without execution of a partial assignment of this Lease with respect to such Leased Stall or delivery of notice of such partial assignment to the Strata Corporation.

4.03        Consents

The consent of the Strata Corporation will not be required for any assignment of this Lease. The Strata Corporation will not interfere with or attempt to interrupt or terminate the rights of an assignee under any such assignment except as expressly agreed by such assignee.

4.04        Form of Assignment

Subject to section 4.02, all partial assignments of this Lease shall be substantially in the form attached hereto as **Schedule B**.

4.05        Release of Assignors

Upon the partial assignment of this Lease, including an automatic assignment pursuant to section 4.02, the Tenant and any subsequent assignor of this Lease will be automatically and absolutely released from any obligations or liabilities under this Lease which arise after the time of the assignment.

4.06        Register of Partial Assignments

The Developer, and after the registration of the phase two strata plan, the Strata Corporation, will maintain a register of all Leased Stalls and will record on such register each partial assignment of this Lease, indicating:

- (a)     the number of the Leased Stall assigned;
- (b)     the date of the assignment;
- (c)     the name and address of the assignee; and
- (d)     the number of the strata lot within the Development owned by the assignee to which such Leased Stall is at the time appurtenant, unless the assignee is the Strata Corporation or the Tenant, in which event the Leased Stall need not be appurtenant to a strata lot.

Upon request by any owner or prospective transferee of a strata lot within the Development, the Strata Corporation will provide a certificate, within seven days of receipt of such request, certifying the name and address of the person to whom a particular Leased Stall is assigned and the number of the strata lot within the Development to which such Leased Stall is at the time appurtenant, if any. The Strata Corporation may require a reasonable fee in an amount prescribed by the bylaws of the Strata Corporation from the person requesting such a certificate. Upon the Strata Corporation becoming aware of a partial assignment pertaining to a particular Leased Stall under section 4.01 or 4.02 the Strata Corporation will amend the register accordingly.

## ARTICLE 5 MISCELLANEOUS

### 5.01 Definitions

Any term defined in the recitals to this Lease will have the same meaning throughout this Lease unless otherwise redefined.

### 5.02 Enurement

This Lease shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

### 5.03 Registration

No assignee of a partial assignment of this Lease shall be entitled to register its interest in this Lease in the Land Title Office.

### 5.04 Severability

If any provision or a portion of a provision of this Lease is found to be illegal or unenforceable, then such provision or portion will be severed from this Lease and this Lease will be deemed to be so amended, and this Lease will continue in full force and effect subject only to such amendment.

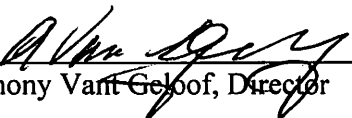
### 5.05 Rental of Stalls

Until the Tenant has partially assigned all of the Leased Stalls the Tenant may retain and rent any or all of such unassigned Leased Stalls to any member or occupant of a strata lot or their visitors for such duration and at such cost as the Tenant, in its sole discretion, shall decide without compensation to the members or the Strata Corporation.

In witness whereof the parties hereto have executed this Lease by their respective duly authorized signatories effective as of the date first written above.


STAR-LINE ENTERPRISES LTD.

By its authorized signatory:

  
\_\_\_\_\_  
Anthony Van Geloof, Director

NEW VALLEY HOMES LTD.

By its authorized signatory:

  
\_\_\_\_\_  
Anthony Van Geloof, Director

**SCHEDULE A**

**EXPLANATORY PLAN FOR THE LEASED PREMISES**

(See attached)

# EXPLANATORY PLAN TO ACCOMPANY AN OPTION TO LEASE PART OF THE FIRST AND PART OF THE SECOND FLOOR OF A BUILDING SITUATED ON LOT 1, DL 116, SDYD, PLAN EPP70049 except PHASE ONE STRATA PLAN EPS4170

PLAN EPP96152

BCOS 02E-043  
SCALE 1:500

10 20 30 meters

PURSUANT TO SECTION 98(1)(X), LAND TITLE ACT

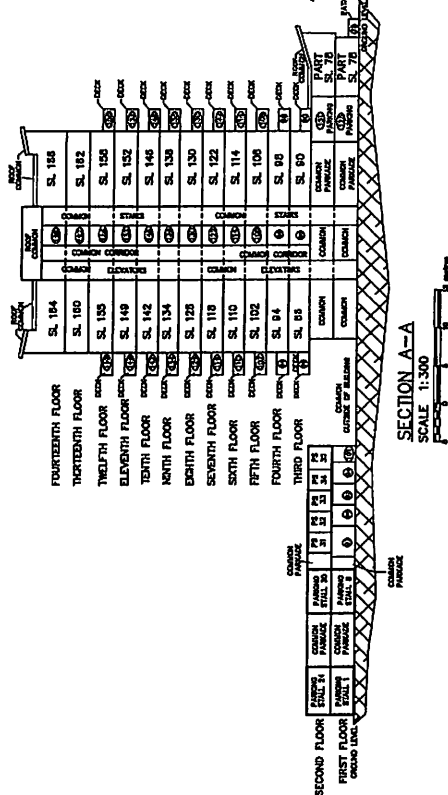
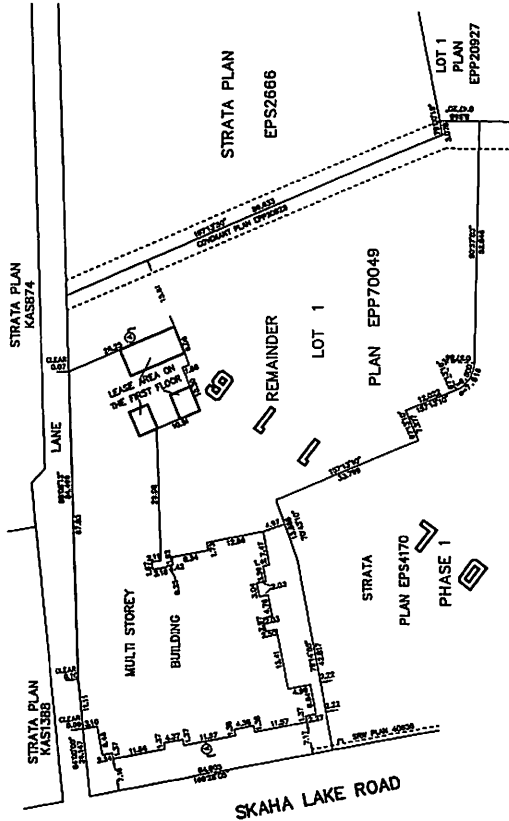
THE INTERESTED PARTIES OF THIS PLAN IS SHOWN IN RED BY

SHOWN IN RED BY THE FIRST FLOOR OF A BUILDING

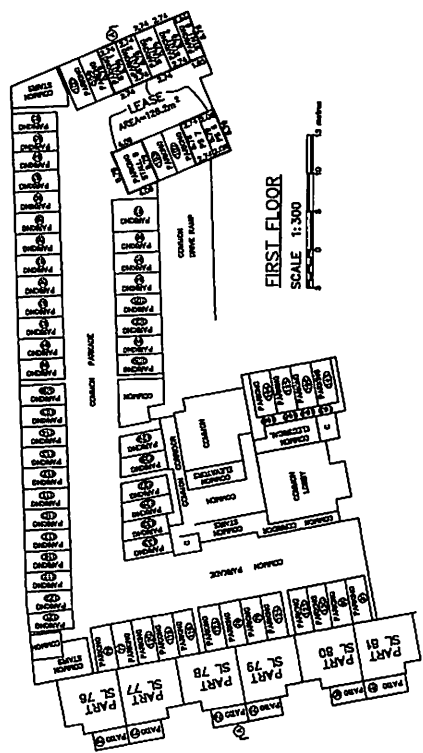
LEASE AREA ON THE FIRST FLOOR - 122.2m<sup>2</sup>

LEASE AREA ON THE SECOND FLOOR - 171.5m<sup>2</sup>

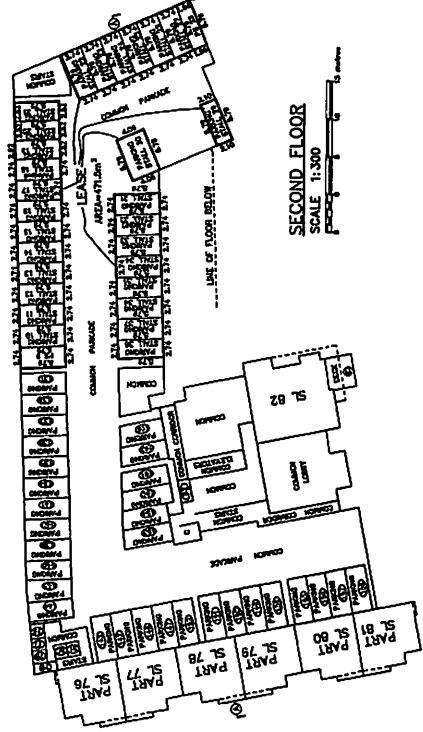
TOTAL LEASE AREA - 293.7m<sup>2</sup>



SECTION A-A  
SCALE 1:300



FIRST FLOOR  
SCALE 1:300



SECOND FLOOR  
SCALE 1:300

## LEGEND

- 1. UNITS SHALL INCLUDE IN LEASE
- 2. COMMON PROPERTY AS SHOWN IN THE STRATA PROPERTY ACT
- 3. LINE OF FLOOR BELOW
- 4. LIMITED COMMON PROPERTY AS SHOWN IN THE STRATA PROPERTY ACT
- 5. UNITS ARE SHOWN FROM PLAN OPTION
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STRATA PLAN  
KAS1386  
KAS374  
EPS2666  
EPP70049  
EPP96152  
DL 116  
SDYD  
PLAN EPP70049  
EXCEPT PHASE ONE  
STRATA PLAN EPS4170

**SCHEDULE B**  
**PARKING STALL ASSIGNMENT**

BETWEEN: \_\_\_\_\_ (the "Assignor")

AND: \_\_\_\_\_ (the "Assignee")

DESCRIPTION    Parking Stall number \_\_\_\_\_ (the "Leased Stall") as shown on the  
Explanatory Plan attached to the Lease dated \_\_\_\_\_, 202\_\_ (the "Lease")  
between Star-Line Enterprises Ltd., as the Developer, and New Valley  
Homes Ltd., as the Tenant

In consideration of the covenants and agreements set forth in this Assignment, the parties agree with each other as follows:

1.     Assignment

The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in the Lease pertaining to the exclusive right to use the Leased Stall including the right of access set out in section 1.04 of the Lease for the balance of the Term, as defined in the Lease. Subject to section 4.02 of the Lease, this Assignment will not be effective until the Assignee has given a copy of this Assignment to the Strata Corporation, as defined in the Lease.

2.     Compliance

The Assignee agrees to use and deal with the Leased Stall in accordance with the terms of the Lease and, subject to the terms of the Lease, in accordance with the bylaws, rules and regulations of the Strata Corporation.

3.     Sale or Disposition

The Assignee may only assign its rights under this Assignment and may only allow anyone else to use the Leased Stall in the circumstances permitted by the Lease.

4.     Acknowledgement

The Assignee acknowledges having received a copy of the Lease and agrees to be fully bound by its terms.

5. Definitions

Any term defined in the Lease will have the same meaning throughout this Assignment unless otherwise redefined.

6. Enurement

This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

The parties have executed this Assignment effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Assignor

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Assignee

**EXHIBIT F**

**Approved Strata Budget and Proposed Phase 3 Interim Budget**

See Attached

**The Owners, Strata Plan EPS 4170**  
**Profit & Loss Budget Overview**  
January through December 2019

	<u>2019</u>
<b>Income</b>	
Strata Fees	235,178.00
<b>Total Income</b>	<u>235,178.00</u>
<b>Gross Profit</b>	235,178.00
<b>Expense</b>	
Elevator	15,000.00
Garbage	8,000.00
Generator	12,000.00
HVAC	12,000.00
Bank Service Charges	1,000.00
Insurance Expense	22,000.00
Janitorial Expense	34,000.00
Management Fees	18,000.00
Professional Fees	2,000.00
Grounds	4,000.00
Repairs and Maintenance	6,000.00
Garage	1,500.00
Fire	8,000.00
Security	3,000.00
Snow Removal	10,000.00
Supplies	5,000.00
Telephone Expense	2,000.00
Utilities	38,000.00
CRF Contribution	33,678.00
<b>Total Expense</b>	<u>235,178.00</u>
<b>Net Ordinary Income</b>	<u>0.00</u>
<b>Net Income</b>	<u><u>0.00</u></u>

	<u>PHASE I</u>	<u>PHASE II</u>	<u>TOTAL</u>
<b>Income</b>			
Strata Fees	<u>235,178.00</u>	<u>262,107.00</u>	<u>497,285.00</u>
<b>Total Income</b>	<u>235,178.00</u>	<u>262,107.00</u>	<u>497,285.00</u>
<b>Expense</b>			
Elevator	15,000.00	14,000.00	29,000.00
Garbage	8,000.00	7,000.00	15,000.00
Generator	12,000.00	10,000.00	22,000.00
HVAC	12,000.00	11,000.00	23,000.00
Bank Service Charges	1,000.00	1,000.00	2,000.00
Insurance Expense	22,000.00	26,000.00	48,000.00
Janitorial Expense	34,000.00	29,000.00	63,000.00
Management Fees	18,000.00	21,000.00	39,000.00
Professional Fees	2,000.00	1,000.00	3,000.00
Grounds	4,000.00	4,000.00	8,000.00
Repairs and Maintenance	6,000.00	13,500.00	19,500.00
Garage	1,500.00	2,200.00	3,700.00
Fire	8,000.00	10,000.00	18,000.00
Security	3,000.00	5,000.00	8,000.00
Snow Removal	10,000.00	4,000.00	14,000.00
Supplies	5,000.00	6,000.00	11,000.00
Telephone Expense	2,000.00	2,000.00	4,000.00
Utilities	38,000.00	58,000.00	96,000.00
CRF Contribution	<u>33,678.00</u>	<u>37,407.00</u>	<u>71,085.00</u>
<b>Total Expense</b>	<u>235,178.00</u>	<u>262,107.00</u>	<u>497,285.00</u>
	<u><b>0.00</b></u>	<u><b>0.00</b></u>	<u><b>0.00</b></u>

Strata Lot #	% of Unit Entitlement	Unit Entitlement	Monthly Operating Fee	Monthly Contingency Fee	Total Monthly Strata Fee	Annual Strata Fee
76	1.116%	119	\$209.05	\$34.80	\$243.85	\$2,926.23
77	1.116%	119	\$209.05	\$34.80	\$243.85	\$2,926.23
78	1.116%	119	\$209.05	\$34.80	\$243.85	\$2,926.23
79	1.116%	119	\$209.05	\$34.80	\$243.85	\$2,926.23
80	1.116%	119	\$209.05	\$34.80	\$243.85	\$2,926.23
81	1.116%	119	\$209.05	\$34.80	\$243.85	\$2,926.23
82	1.023%	109	\$191.48	\$31.88	\$223.36	\$2,680.33
83	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
84	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
85	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
86	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
87	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
88	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
89	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
90	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
91	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
92	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
93	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
94	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
95	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
96	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
97	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
98	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
99	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
100	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
101	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
102	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
103	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
104	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
105	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
106	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
107	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
108	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
109	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
110	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
111	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
112	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
113	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
114	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
115	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
116	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
117	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
118	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
119	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
120	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
121	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10

122	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
123	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
124	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
125	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
126	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
127	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
128	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
129	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
130	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
131	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
132	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
133	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
134	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
135	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
136	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
137	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
138	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
139	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
140	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
141	1.004%	107	\$187.97	\$31.29	\$219.26	\$2,631.15
142	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
143	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
144	1.060%	113	\$198.51	\$33.05	\$231.56	\$2,778.69
145	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
146	1.051%	112	\$196.75	\$32.75	\$229.51	\$2,754.10
147	1.182%	126	\$221.35	\$36.85	\$258.20	\$3,098.37
148	1.182%	126	\$221.35	\$36.85	\$258.20	\$3,098.37
149	1.154%	123	\$216.08	\$35.97	\$252.05	\$3,024.60
150	1.182%	126	\$221.35	\$36.85	\$258.20	\$3,098.37
151	1.182%	126	\$221.35	\$36.85	\$258.20	\$3,098.37
152	1.154%	123	\$216.08	\$35.97	\$252.05	\$3,024.60
153	1.182%	126	\$222.23	\$35.97	\$258.20	\$3,098.37
154	1.182%	126	\$221.35	\$36.85	\$258.20	\$3,098.37
155	1.154%	123	\$216.08	\$35.97	\$252.05	\$3,024.60
156	1.182%	126	\$221.35	\$36.85	\$258.20	\$3,098.37
157	1.182%	126	\$221.35	\$36.85	\$258.20	\$3,098.37
158	1.154%	123	\$216.08	\$35.97	\$252.05	\$3,024.60
159	1.501%	160	\$281.08	\$46.79	\$327.87	\$3,934.43
160	1.388%	148	\$260.00	\$43.28	\$303.28	\$3,639.35
161	1.501%	160	\$281.08	\$46.79	\$327.87	\$3,934.43
162	1.388%	148	\$260.00	\$43.28	\$303.28	\$3,639.35
163	1.501%	160	\$281.08	\$46.79	\$327.87	\$3,934.43
164	1.388%	148	\$260.00	\$43.28	\$303.28	\$3,639.35
165	1.501%	160	\$281.08	\$46.79	\$327.87	\$3,934.43
166	1.388%	148	\$260.00	\$43.28	\$303.28	\$3,639.35
Totals	100.00%	10659	\$18,725.88	\$3,117.25	\$21,842.25	\$262,107.00

proposed budget for Phase 3 3362 Skaha Lake Rd

		Strata Lot #	Unit #	Area	Entitle ment	Est Strata Fee	Budget Total
<b>Expenses:</b>	\$ -						\$ 310,168.68
Bank Charges	\$ 404.40	167	101	120	0.010553162	\$ 272.77	\$ 310,168.68
Garbage	\$ 6,641.57	168	102	120	0.010553162	\$ 272.77	\$ 310,168.68
Garage	\$ 3,062.65	169	103	120	0.010553162	\$ 272.77	\$ 310,168.68
General R&M PH 3	\$ 14,001.35	170	104	120	0.010553162	\$ 272.77	\$ 310,168.68
Elevator R&M PH 3	\$ 15,783.70	171	105	120	0.010553162	\$ 272.77	\$ 310,168.68
Security	\$ 9,681.93	172	106	120	0.010553162	\$ 272.77	\$ 310,168.68
Generator R&M PH 3	\$ 1,855.31	173	107	120	0.010553162	\$ 272.77	\$ 310,168.68
HVAC PH 3	\$ 5,315.50	174	108	120	0.010553162	\$ 272.77	\$ 310,168.68
Janitorial PH 3	\$ 15,240.18	175	109	120	0.010553162	\$ 272.77	\$ 310,168.68
Telephone PH 3	\$ 1,962.24	176	110	120	0.010553162	\$ 272.77	\$ 310,168.68
Office/Sundry	\$ 4,486.75	177	201	81	0.007123384	\$ 184.12	\$ 310,168.68
Water PH 3	\$ 25,165.68	178	202	108	0.009497845	\$ 245.49	\$ 310,168.68
Sewer PH 3	\$ 18,886.60	179	203	108	0.009497845	\$ 245.49	\$ 310,168.68
Gas PH 3	\$ 7,728.73	180	204	84	0.007387213	\$ 190.94	\$ 310,168.68
Grounds R&M PH 3	\$ 3,306.02	181	301	108	0.009497845	\$ 245.49	\$ 310,168.68
Management Fees PH 3	\$ 33,956.87	182	302	114	0.010025503	\$ 259.13	\$ 310,168.68
Snow Removal	\$ 8,855.42	183	303	113	0.00993756	\$ 256.86	\$ 310,168.68
Electricity	\$ 13,591.91	184	304	109	0.009585788	\$ 247.77	\$ 310,168.68
Insurance & Appraisal	\$ 88,040.60	185	305	113	0.00993756	\$ 256.86	\$ 310,168.68
		186	306	114	0.010025503	\$ 259.13	\$ 310,168.68
Fire Safety PH	\$ 4,004.13	187	307	108	0.009497845	\$ 245.49	\$ 310,168.68
<b>Total Expenses:</b>	<b>\$ 281,971.53</b>	188	308	109	0.009585788	\$ 247.77	\$ 310,168.68
	\$ -	189	401	108	0.009497845	\$ 245.49	\$ 310,168.68
<b>Other Expenses:</b>	\$ -	190	402	114	0.010025503	\$ 259.13	\$ 310,168.68
CRF Contribution PH 3	\$ 28,197.15	191	403	113	0.00993756	\$ 256.86	\$ 310,168.68
		192	404	109	0.009585788	\$ 247.77	\$ 310,168.68
		193	405	113	0.00993756	\$ 256.86	\$ 310,168.68
Total	\$ 310,168.68	194	406	114	0.010025503	\$ 259.13	\$ 310,168.68
		195	407	108	0.009497845	\$ 245.49	\$ 310,168.68
		196	408	109	0.009585788	\$ 247.77	\$ 310,168.68
		197	501	108	0.009497845	\$ 245.49	\$ 310,168.68
		198	502	114	0.010025503	\$ 259.13	\$ 310,168.68
		199	503	113	0.00993756	\$ 256.86	\$ 310,168.68
		200	504	109	0.009585788	\$ 247.77	\$ 310,168.68
		201	505	113	0.00993756	\$ 256.86	\$ 310,168.68
		202	506	114	0.010025503	\$ 259.13	\$ 310,168.68
		203	507	108	0.009497845	\$ 245.49	\$ 310,168.68
		204	508	109	0.009585788	\$ 247.77	\$ 310,168.68
		205	601	108	0.009497845	\$ 245.49	\$ 310,168.68
		206	602	114	0.010025503	\$ 259.13	\$ 310,168.68
		207	603	113	0.00993756	\$ 256.86	\$ 310,168.68
		208	604	109	0.009585788	\$ 247.77	\$ 310,168.68
		209	605	113	0.00993756	\$ 256.86	\$ 310,168.68
		210	606	114	0.010025503	\$ 259.13	\$ 310,168.68
		211	607	108	0.009497845	\$ 245.49	\$ 310,168.68
		212	608	109	0.009585788	\$ 247.77	\$ 310,168.68
		213	701	108	0.009497845	\$ 245.49	\$ 310,168.68
		214	702	114	0.010025503	\$ 259.13	\$ 310,168.68
		215	703	113	0.00993756	\$ 256.86	\$ 310,168.68
		216	704	109	0.009585788	\$ 247.77	\$ 310,168.68
		217	705	113	0.00993756	\$ 256.86	\$ 310,168.68
		218	706	114	0.010025503	\$ 259.13	\$ 310,168.68
		219	707	108	0.009497845	\$ 245.49	\$ 310,168.68
		220	708	109	0.009585788	\$ 247.77	\$ 310,168.68
		221	801	108	0.009497845	\$ 245.49	\$ 310,168.68
		222	802	114	0.010025503	\$ 259.13	\$ 310,168.68
		223	803	113	0.00993756	\$ 256.86	\$ 310,168.68
		224	804	109	0.009585788	\$ 247.77	\$ 310,168.68
		225	805	113	0.00993756	\$ 256.86	\$ 310,168.68
		226	806	114	0.010025503	\$ 259.13	\$ 310,168.68
		227	807	108	0.009497845	\$ 245.49	\$ 310,168.68
		228	808	109	0.009585788	\$ 247.77	\$ 310,168.68
		229	901	108	0.009497845	\$ 245.49	\$ 310,168.68
		230	902	114	0.010025503	\$ 259.13	\$ 310,168.68
		231	903	113	0.00993756	\$ 256.86	\$ 310,168.68
		232	904	109	0.009585788	\$ 247.77	\$ 310,168.68
		233	905	113	0.00993756	\$ 256.86	\$ 310,168.68
		234	906	114	0.010025503	\$ 259.13	\$ 310,168.68

235	907	108	0.009497845	\$	245.49	\$ 310,168.68
236	908	109	0.009585788	\$	247.77	\$ 310,168.68
237	1001	108	0.009497845	\$	245.49	\$ 310,168.68
238	1002	114	0.010025503	\$	259.13	\$ 310,168.68
239	1003	113	0.00993756	\$	256.86	\$ 310,168.68
240	1004	109	0.009585788	\$	247.77	\$ 310,168.68
241	1005	113	0.00993756	\$	256.86	\$ 310,168.68
242	1006	114	0.010025503	\$	259.13	\$ 310,168.68
243	1007	108	0.009497845	\$	245.49	\$ 310,168.68
244	1008	109	0.009585788	\$	247.77	\$ 310,168.68
245	1101	125	0.010992877	\$	284.14	\$ 310,168.68
246	1102	123	0.010816991	\$	279.59	\$ 310,168.68
247	1103	125	0.010992877	\$	284.14	\$ 310,168.68
248	1104	125	0.010992877	\$	284.14	\$ 310,168.68
249	1105	123	0.010816991	\$	279.59	\$ 310,168.68
250	1106	123	0.010816991	\$	279.59	\$ 310,168.68
251	1201	125	0.010992877	\$	284.14	\$ 310,168.68
252	1202	123	0.010816991	\$	279.59	\$ 310,168.68
253	1203	125	0.010992877	\$	284.14	\$ 310,168.68
254	1204	125	0.010992877	\$	284.14	\$ 310,168.68
255	1205	123	0.010816991	\$	279.59	\$ 310,168.68
256	1206	125	0.010992877	\$	284.14	\$ 310,168.68
257	1301	144	0.012663794	\$	327.33	\$ 310,168.68
258	1302	155	0.013631167	\$	352.33	\$ 310,168.68
259	1303	144	0.012663794	\$	327.33	\$ 310,168.68
260	1304	155	0.013631167	\$	352.33	\$ 310,168.68
261	1401	144	0.012663794	\$	327.33	\$ 310,168.68
262	1402	155	0.013631167	\$	352.33	\$ 310,168.68
263	1403	144	0.012663794	\$	327.33	\$ 310,168.68
264	1404	155	0.013631167	\$	352.33	\$ 310,168.68
11371			1	\$	310,168.68	

**EXHIBIT G**

**Form J – Rental Disclosure Statement**

See attached.

**Strata Property Act**

**Form J**

[am. B.C. Reg. 312/2009, s. 8.]

**RENTAL DISCLOSURE STATEMENT**

(Section 139)

Re: Strata Plan EPS4170 of part of PID: 029-375-452 Lot B District Lot 116, Similkameen Division Yale District Plan EPP43254

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 the relation to the above-noted strata plan was filed on .....

1. The development described above includes 261 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	Date Rental Period Expires*
NIL	NIL

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

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 261 residential strata lots, as described below, until the date set out opposite each strata lot's description.

Description of Strata Lot	Date Rental Period Expires*
Strata Lots 1 - 261	December 31, 2037

\* Section 143 (2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will

not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

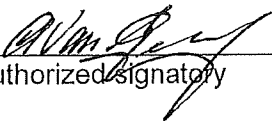
4. There is a bylaw of the strata corporation that restricts the rental of strata lots, the text of which is attached to and forms part of this statement.

Date: March 23, 2017.

STAR-LINE ENTERPRISES LTD.

(Owner Developer)

Per:

  
Authorized signatory

Schedule to Rental Disclosure Statement of Star-Line  
Enterprises Ltd. dated March 23, 2017

An owner, tenant or occupant shall neither use the owner's strata lot for the commercial enterprise of a hotel, vacation rental, bed and breakfast or any other business involving short term licences to occupy the owner's strata lot nor utilize Airbnb, VRBO or any other agency promoting vacation or other short term occupancies of residential properties. Without limiting the generality of the forgoing, any arrangement by an owner to rent, lease, licence or otherwise permit any person, other than members of the owner's family, to occupy the owner's strata lot for a period of less than three consecutive months is in contravention of this bylaw.

**EXHIBIT H**

**Proposed Form of Purchase Agreement**

See Attached

## INFORMATION ABOUT THE CONTRACT OF PURCHASE AND SALE **RESIDENTIAL**

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

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

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

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

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

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

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

### **Costs to be Borne by the Seller**

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

### **Costs to be Borne by the Buyer**

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

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

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



**BCrea**  
British Columbia  
Real Estate Association



THE CANADIAN  
BAR ASSOCIATION  
British Columbia Branch

## CONTRACT OF PURCHASE AND SALE

BROKERAGE: Re/Max Pentiction Realty DATE: \_\_\_\_\_  
ADDRESS: #101-3115 Skaha Lake Rd Pentiction BC V2A6G5 PHONE: (250) 492-2266  
PREPARED BY: Diane Fox PREC\*, Philip Fox PREC\*, Stephen Fox PREC\* MLS® NO: \_\_\_\_\_

BUYER: -- SELLER: Star-Line Enterprises Ltd.  
BUYER: -- SELLER: \_\_\_\_\_  
BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ ADDRESS: 1303 3346 Skaha Lake Road  
\_\_\_\_\_  
Pentiction BC  
\_\_\_\_\_  
PC: \_\_\_\_\_ PC: V2A 0H6

### PROPERTY:

# 3362 Skaha Lake Road  
UNIT NO. ADDRESS OF PROPERTY  
Pentiction, BC V2A 0H6  
CITY/TOWN/MUNICIPALITY POSTAL CODE  
\_\_\_\_\_  
PID OTHER PID(S)

Proposed Strata Lot \_\_\_\_\_ described in section 3 (Additional Terms and Conditions)

### LEGAL DESCRIPTION

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

- PURCHASE PRICE:** The Purchase Price of the Property will be \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ DOLLARS (Purchase Price)
- DEPOSIT:** A deposit of \$ 1,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows:  
**within 48 hours of acceptance excluding Saturdays, Sundays and statutory holidays, to be increased to \$**  
**within 48 hours of final removal or waiver of conditions, excluding Saturdays, Sundays and statutory holidays.**

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

(Additional Terms and Conditions)

3.1. PROPERTY DESCRIPTION

3.1.1 Legal Description: The Property consists of the proposed strata lot which is ascribed the number on page 1 of the Contract and which is shown on the preliminary phase 3 strata plan (Preliminary Plan) attached as part of Exhibit A to the consolidated disclosure statement dated August 4, 2020 and filed with the BCFSa on \_\_\_\_\_ (Disclosure Statement) relating to phase 3 of a three phase strata title development being constructed on a part of Lot 1 District Lot 116 Similkameen Division Yale District Plan EPP70049 Except Phase One Strata Plan EPS4170 known as "Skaha Lake Towers" (Development).

3.1.2 Alterations to Development: The Buyer is aware that the areas and measurements on the Preliminary Plan are approximate and are based on architectural drawings. Final floor plans and surveyed areas and measurements may vary. The Seller may make alterations to the features and layout of the Property which are desirable in the discretion of the Seller. The Seller reserves the right to alter the common property of the Development at any time and from time to time if, in its sole opinion, such alteration or alterations improve the structural integrity of the Development, its mechanical systems, its ability to withstand water penetration, or aesthetics. The proposed dimensions and location of the strata lots in phase 3 of the Development are set out in the Preliminary Plan. The actual size, dimensions and configuration of the strata lots, balconies, patios, decks and other limited common property as set forth in the final phase 3 strata plan filed in the Land Title Office (Final Strata Plan) for the Development may vary from what is depicted on the Preliminary Plan. The areas and dimensions of the strata lots in the Development set out in the Seller's marketing materials are approximate and are provided for information purposes only and are not represented as being the actual final areas and dimensions of the strata lots in the Development. In the event of any discrepancy between the area, size, dimension, location or configuration of the strata lots, balconies, patios, decks or other limited common property in the Preliminary Plan, any architectural plans relating to the Development, or any marketing materials and the Final Strata Plan then the Final Strata Plan will prevail.

3.1.3 Property Size Adjustment: The Buyer acknowledges that the total expected area of the Property (Expected Area) shown on the Preliminary Plan is approximate only and may vary from the total actual area (Actual Area) shown on the Final Strata Plan registered in the Land Title Office. If the proportion by which the Actual Area varies from the Expected Area (Variance) is less than  $\pm 5\%$ , there will be no adjustment to the Purchase Price to reflect the same. If the Variance exceeds  $\pm 5\%$  the Purchase Price will be increased or decreased, as the case may be, by the Adjustment Factor, as hereinafter defined, per square foot in respect of that part of the Variance which exceeds  $\pm 5\%$ . If the Variance exceeds  $\pm 10\%$ , the Buyer may by written notice cancel the Contract, whereupon the Buyer will be entitled to repayment of the Deposit unless the Variance is positive by virtue of the Actual Area exceeding the Expected Area and the Seller waives the adjustment to the Purchase Price in which event the Buyer will complete the transaction of purchase and sale on the Completion Date. In this section "Adjustment Factor" means the price per square foot determined by dividing the Purchase Price by the Expected Area.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

**3.1.4 Finishing Options:** The Property includes one of the standard finishing packages offered by the Seller as shown on the Seller's finishing material sample boards. The Buyer may request upgraded finishing materials which the Seller may, in its sole discretion, agree to include in the Property at an additional cost specified by the Seller. The Buyer will pay the Seller an administration fee of \$1,000 at the time the Buyer requests any upgraded finishing materials which fee will be retained by the Seller regardless of whether any of the upgraded finishing materials are ultimately included in the Property. The Seller agrees to provide the Buyer with at least 30 days notice of the date by which the Buyer must elect which of the standard finishing packages and upgraded finishing materials, if any, are to be included in the Property. Concurrently with such election the Buyer must pay the Seller or the Seller's suppliers, as directed by the Seller, the additional cost of the upgraded finishing materials. If the Buyer fails to so elect and pay the Seller or the Seller's suppliers, as applicable and with proof of payment provided to the Seller in the event that payment is remitted to the Seller's suppliers, within the time permitted, then the right of the Buyer to choose a standard finishing package and upgraded finishing materials will automatically terminate and the Seller will, in its sole discretion, choose one of the standard finishing packages to be included in the Property. For the removal of doubt, in no event shall the Buyer be relieved of the obligation to pay any additional costs incurred regardless of whether the Buyer's rights under this section 3.1.4 are terminated as a result of the Buyer failing to meet its obligations within the time permitted.

**3.1.5 Buyer's Acknowledgements:** The Buyer acknowledges and agrees that:

(a) there are no representations, warranties, conditions or collateral contracts, express or implied, statutory or otherwise, or applicable hereto, made by the Seller, its agents or employees, other than those contained in the Contract or in the Disclosure Statement, including, without limitation, arising out of any marketing material including sales brochures, models, representative view sets, show room displays, photographs, illustrations, or renderings provided to the Buyer or made available for the Buyer's viewing; (b) the representations, warranties, covenants and agreements herein set out will survive the Completion Date, and the completion of the sale and purchase of the Property; and (c) construction with respect to other strata lots in the Development and the common property may still be proceeding after the Completion Date and, in such event, the Seller will cause construction to be carried out in a manner which will minimize the interference with the Buyer's access to the Property as much as reasonably possible.

**3.2. PROPERTY TRANSFER TAX AND GST**

**3.2.1 Property Transfer Tax:** The Buyer acknowledges that, pursuant to the Property Transfer Tax Act of British Columbia, the Buyer has been advised and understands that the Buyer is responsible on the Completion Date for payment of Property Transfer Tax to the Province of British Columbia, in addition to the Purchase Price, in an amount equal to 1% of the first \$200,000 of the Purchase Price and 2% of the balance of the Purchase Price, or such other amount that may, from time to time, be prescribed by amendments to that Act or statutes in addition thereto or in replacement therefor.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

**3.2.2 GST (Purchase Price excluding GST is less than \$450,000 - Rebate applicable):** If the Purchase Price of the Property excluding GST is less than \$450,000, then there is included in the Purchase Price the GST payable under the Excise Tax Act (GST Legislation) in respect of the Buyer's purchase of the Property, less the amount of the New Housing Rebate (Rebate) that is available under the GST Legislation to a purchaser who qualifies for the Rebate in respect of the purchase of the Property. If the Buyer does not qualify for the Rebate, then on the Completion Date the Buyer shall pay to the Seller the amount of the Rebate in cash in addition to the Purchase Price. If the Buyer qualifies for the Rebate, then the Buyer shall be entitled to pay the amount of the Rebate to the Seller by assigning the Rebate to the Seller provided that: (a) the Buyer is eligible for the Rebate and assigns it to the Seller pursuant to a form of assignment acceptable to the Seller delivered on or before the Completion Date; (b) on or before the Completion Date, the Buyer delivers to the Seller a properly completed and originally executed Rebate application in the form prescribed by the GST Legislation from time to time; and (c) the Buyer provides to the Seller on or before the Completion Date a sworn statutory declaration that on the Completion Date, the first person to occupy the Property will be the Buyer or a relation of the Buyer, as defined in section 254 of the GST Legislation and the Property will be used as the primary place of residence of the Buyer or the relation, as the case may be. Notwithstanding the foregoing, the Seller reserves the right to refuse to credit all or any portion of the Rebate claimed by the Buyer if the Seller has reason to believe that the Buyer is not entitled to the Rebate or that the Rebate amount claimed by the Buyer exceeds the Rebate to which the Buyer is entitled. By delivering an executed copy of the GST Rebate application to the Seller, the Buyer warrants that the Buyer is eligible for the Rebate. If the Buyer assigns the Rebate to the Seller and the Canada Revenue Agency disallows all or any part of the Rebate claim, the Buyer will, upon receiving a written demand from the Seller, reimburse such disallowed amount to the Seller together with any interest, penalty or other amount payable by the Seller as a result of such disallowance.

**3.2.3 GST (Purchase Price excluding GST is \$450,000 or more - No Rebate applicable):** If the Purchase Price of the Property excluding GST is \$450,000 or more, then the GST payable under the GST Legislation in respect of the Buyer's purchase of the Property is included in the Purchase Price. The Seller will pay the GST in connection with the purchase of the Property to the Canada Revenue Agency.

**3.3. COMPLETION PROCEDURES**

**3.3.1 Completion Date:** The completion of the purchase and sale of the Property shall take place on the 20th day after the Seller notifies the Buyer or the Buyer's lawyers that the Property is ready to be occupied and that a separate title to the Property has been issued by the Land Title Office. For the purposes of this section 3.3.1 the Property will be considered to be ready to be occupied if (i) the City of Penticton has given permission to occupy the Property, regardless of whether such permission is conditional or unconditional or permits the occupation of some and not all of the strata lots or the common property; and (ii) the Property is otherwise determined to be ready for occupancy by the Seller, in its sole discretion. The Seller presently estimates that the Completion Date will be around . If the Completion Date has not occurred by , then the Buyer or the Seller may, subject to any unavoidable delay provided for in section 3.4.3 hereof, cancel the Contract, whereupon the Buyer will be entitled to repayment of the Deposit as the Buyer's sole remedy.

**3.3.2 Adjustment and Possession:** All adjustments both incoming and outgoing of whatever nature in respect of the Property shall be made as of the Completion Date. If the amount of any such taxes, rates, or assessments have been levied in respect of a parcel greater than the Property, the portion thereof which shall be allocated to the Property shall be determined by prorating the total amount among all of the strata lots in the Development on the basis of their applicable unit entitlement. Provided the Seller's lawyers have received the balance of the Purchase Price and all other amounts payable by the Buyer to the Seller in respect of the Property on the Completion Date, the Buyer shall have possession of the Property at 12.00 noon on the day immediately following the Completion Date . The Buyer shall not be entitled to receive keys to the Property until all payments required have been received by the Seller's lawyers.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

**3.3.3 No Interest on Deposit:** The Buyer will not be entitled to any interest on the Deposit or any other monies paid by the Buyer in accordance with the Contract on account of the Purchase Price.

**3.3.4 Buyer's Insurance:** The Buyer shall obtain, at the Buyer's own cost, a strata homeowner's policy of insurance covering the Property, the Buyer and the strata corporation in a form and from an insurer satisfactory to the Seller, acting reasonably, including, without limitation, coverage for deductible assessments, contingent liability, property damage, and strata lot improvements and additions. The Buyer shall provide the Seller with proof of such insurance on or before the Completion Date.

**3.3.5 Title:** In addition to the encumbrances permitted by section 9 of the Contract the title to the Property will be subject to the following: (a) the exceptions listed in section 23(2) of the Land Title Act of British Columbia; (b) the charges and encumbrances described in the Disclosure Statement; and (c) claims of builders liens where the Seller's Lawyers have undertaken to remove same pursuant to section 3.3.7.

**3.3.6 Closing Documentation:** Notwithstanding the provisions of sections 4, 10 and 11 of the Contract it shall be the Buyer's responsibility to prepare all of the documents necessary to complete this transaction and to deliver the same to the Seller's lawyers at least three clear business days prior to the Completion Date. Unless this contract is entered into after the first general meeting of the strata corporation subsequent to filing the Final Strata Plan in the Land Title Office, the Buyer waives the right to require the Seller to provide a Form B, Information Certificate under Section 59 of the Strata Property Act of British Columbia.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

**3.3.7 Builders Lien Holdback:** That portion, if any, of the Purchase Price required by law to be held back by the Buyer in respect of builders lien claims (Lien Holdback) shall be paid on the Completion Date to the Seller's lawyers. The Lien Holdback shall be held in trust pursuant to the Strata Property Act of British Columbia and the Builders Lien Act of British Columbia solely in respect of lien claims registered in the Land Title Office in connection with work done at the request of the Seller. The Seller's lawyers are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Seller, on the earlier of the date on which the time for filing a claim of lien under the Builders Lien Act expires and the date which is 55 days after the Property is conveyed to the Buyer, the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders lien claims filed against the Property of which the Seller's lawyers are notified by the Buyer or the Buyer's lawyers

in writing by 4:00 p.m. on that day. The Buyer hereby authorizes the Seller to bring any legal proceedings required to clear title to the Property of any lien claims filed with respect to the Property, including payment of funds into Court if desired by the Seller.

**3.3.8 Restriction on Assignment by the Buyer:**

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

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

Each proposed party to an assignment agreement must provide the Seller with the information and records required under the Real Estate Development Marketing Act. Before the Seller consents to an assignment of the Contract, 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 identity; (b) the party's contact and business information; and (c) the terms of the assignment agreement.

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.

In addition to the restrictions on assignment contained in Section 20A of the Contract and subject to the forgoing, the Buyer may only assign the Contract with the written consent of the Seller which consent may be arbitrarily withheld by the Seller in its absolute discretion and unless the Seller so consents the Seller shall not be required to convey the Property to anyone other than the Buyer named in the Contract. If, with the consent of the Seller, the Buyer assigns the Buyer's interest in the Contract, then the Buyer will pay to the Seller a handling charge in the amount of 5% of the Purchase Price to compensate the Seller for legal and administrative costs in connection with such assignment. No assignment by the Buyer of the Buyer's interest in the Contract to any other person shall release the Buyer from any of the Buyer's obligations or liabilities under the Contract.

**3.3.9 Restriction on Buyer's Advertising:** The Buyer will not advertise or solicit offers from the public with respect to the resale of the Property by the Buyer or the Buyer's interest under the Contract before the Completion Date.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

BC2057 REV. NOV 2021

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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:

3.4. **CONSTRUCTION MATTERS**

3.4.1 **Walk-Through:** The Buyer, or the Buyer's representative, and a representative of the Seller shall inspect the Property at a reasonable time designated by the Seller prior to the Completion Date. At the conclusion of such inspection, a list of any and all defects or deficiencies shall be prepared including the dates by which corrections are to occur. The parties shall sign the list and the Buyer shall be deemed to have accepted the physical condition of the Property subject only to the listed corrections. The Buyer shall not be entitled to any holdback in respect of the defects or deficiencies, if any, in the Property because the Property is covered under the British Columbia New Home Warranty Program. The Seller will use commercially reasonable efforts to remedy the defects or deficiencies set out on the list within 60 days from the Completion Date. If there is any dispute between the Seller and the Buyer about whether any defect or deficiency exists or whether the same has been adequately corrected, then the matter shall be referred for resolution to the architect of the Seller whose decision shall be final and binding on the Buyer and the Seller.

3.4.2 **Consent for Inspections:** In order to ensure compliance with the Seller's safety guidelines for the construction site, neither the Buyer nor the Buyer's agents or representatives will under any circumstances be permitted to inspect the Property or to enter the construction site of the Development prior to the Completion Date unless so authorized by the Seller in writing and then only when accompanied by a representative of the Seller.

3.4.3 **Delay in Construction:** If the Seller is delayed from completing the construction of the Property as a result of fire, explosion or accident, however caused, act of any governmental authority, strike, lockout, inability to obtain or delay in obtaining labour, materials or equipment or flood, act of God, inclement weather, delay or failure by carriers or contractors, unavailability of supplies or materials, breakage or other casualty, interference of the Buyer or any other event beyond the control of the Seller, then the time within which the Seller must do anything hereunder and the Completion Date will be extended for a period equivalent to such period of delay.

3.5. **MISCELLANEOUS ITEMS**

3.5.1 **Seller's Marketing:** The Buyer agrees that after completion of the conveyance contemplated by the Contract, the Buyer will allow the Seller, whether by resolution of the strata corporation or otherwise, to: (a) maintain professional signage on the common property of the strata corporation for the purposes of offering the balance of the Seller's strata lots in the Development for sale; and (b) show the common property of the strata corporation and designated show suites to prospective purchasers for the purposes of offering the balance of the Seller's strata lots for sale.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

**3.5.2 Time of the Essence:** In addition to the Seller's right to terminate the Contract in the event the Buyer fails to pay the Purchase Price on the Completion Date, as set out in section 12 of the Contract, the Seller may, at the Seller's option, elect to extend the time for completion and complete the transaction contemplated by the Contract, in which event the Buyer will pay to the Seller, in addition to the Purchase Price, interest on the unpaid portion of the Purchase Price and other unpaid amounts payable hereunder at the rate of 3% per annum above the annual rate of interest designated by the Seller's principal bank as its "prime rate", as that rate changes from time to time, such interest to be calculated daily from the date upon which such payment and amounts were due to the date upon which such payment and amounts are paid. If from time to time the Buyer's default continues beyond the last extended date for completion established pursuant hereto the Seller may thereafter elect to terminate the Contract in accordance with section 12 of the Contract or permit a further extension pursuant to the provisions hereof.

**3.5.3 Notices and Tender:** Any notice to be given to the Buyer will be sufficiently given if deposited in any postal receptacle in Canada addressed to the Buyer and sent by postage prepaid regular mail, or if delivered by hand, or if transmitted by facsimile, email, or other means of electronic transmission of documents. Such notice shall be deemed to have been received, if mailed, on the second business day, exclusive of Saturdays, Sundays and statutory holidays, after such mailing and, if sent by electronic means, when the Seller receives an electronic confirmation of delivery to the Buyer. The contact addresses and numbers for the Buyer are as set out in the Contract or such addresses or numbers that the Buyer has last notified the Seller in writing. Any documents to be tendered on the Buyer may be tendered on the Buyer or the Buyer's lawyers. Any notice to be given to the Seller may be given to the Seller or the Seller's lawyers in the same manner, and shall be deemed to have been received, as provided for above in this section. Any documents or money to be tendered on the Seller shall be delivered at the Buyer's expense to the Seller or the Seller's lawyers.

**3.5.4 Governing Law:** The Contract and all matters arising hereunder will be construed in accordance with and governed by the laws of British Columbia which will be deemed to be the proper law hereof and the courts of British Columbia will have the exclusive jurisdiction to entertain and determine all claims and disputes arising out of or in any way connected with the Contract and the validity, existence and enforceability thereof.

**3.5.5 Buyer Comprising More Than One Party:** If the Buyer is comprised of more than one party, then the obligations of the Buyer hereunder will be the joint and several obligations of each party comprising the Buyer and any notice given to one of such parties shall be deemed to have been given at the same time to each other such party.

**3.5.6 Execution of Counterparts and Electronic Delivery of Contract:** The Contract may be executed by the parties in counterparts and delivered, mailed, or transmitted by electronic means and if so executed and delivered, mailed or transmitted the Contract will be for all purposes as effective as if the parties had executed and delivered to one another a single original instrument.

Buying Agent must view property with their client to qualify for posted Cooperating Brokerage fee. Failure to do so will result in a 25% referral being deducted from Cooperating Brokerage commission.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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

**BUYERS CONDITIONS:**

1.

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on \_\_\_\_\_, yr. \_\_\_\_\_ (Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at \_\_\_\_\_ o'clock \_\_\_\_m. on \_\_\_\_\_, yr. \_\_\_\_\_ (Possession Date) or, subject to the following existing tenancies, if any:  
\_\_\_\_\_
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of \_\_\_\_\_, 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:  
**Whirlpool fridge WRT318FZDM, Whirlpool stove YWFE505W0JZ, Whirlpool dishwasher WDF330PAHS, Whirlpool over-the-range microwave YWMH31017HS, Whirlpool washer WFW560CHW, Whirlpool dryer YWED5620HW, and window coverings, all as seen in the show-suite or of comparable quality.**

**BUT EXCLUDING:**

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on \_\_\_\_\_, yr. \_\_\_\_\_
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Section 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, wire transfer or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.
- 11A. **SELLER'S PARTICULARS AND RESIDENCY:** The Seller shall deliver to the Buyer on or before the Completion Date a statutory declaration of the Seller containing: (1) particulars regarding the Seller that are required to be included in the Buyer's Property Transfer Tax Return to be filed in connection with the completion of the transaction contemplated by this Contract (and the Seller hereby consents to the Buyer inserting such particulars on such return); (2) a declaration regarding the Vancouver Vacancy By-Law for residential properties located in the City of Vancouver; and (3) if the Seller is not a non-resident of Canada as described in the non-residency provisions of the *Income Tax Act*, confirmation that the Seller is not then, and on the Completion Date will not be, a non-resident of Canada. If on the Completion Date the Seller is a non-resident of Canada as described in the residency provisions of the *Income Tax Act*, the Buyer shall be entitled to hold back from the Purchase Price the amount provided for under Section 116 of the *Income Tax Act*.

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

- 11B. **GST CERTIFICATE:** If the transaction contemplated by this Contract is exempt from the payment of Goods and Services Tax ("GST"), the Seller shall execute and deliver to the Buyer on or before the Completion Date, an appropriate GST exemption certificate to relieve the parties of their obligations to pay, collect and remit GST in respect of the transaction. If the transaction contemplated by this Contract is not exempt from the payment of GST, the Seller and the Buyer shall execute and deliver to the other party on or before the Completion Date an appropriate GST certificate in respect of the transaction.
12. **TIME:** Time will be of the essence hereof, and unless the balance of the payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller, subject to the provisions under the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the Managing Broker(s), Associate Broker(s) and representative(s) of those Brokerages (collectively the "Designated Agent(s)") described in Section 21, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

- B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
- C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
- D. for the purposes (and to the recipients) described in the British Columbia Real Estate Association's Privacy Notice and Consent form.

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

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

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

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

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INITIALS

- A. The Seller acknowledges having received, read and understood the BC Financial Services Authority (BCFSA) form entitled "*Disclosure of Representation in Trading Services*" and hereby confirms that the Seller has an agency relationship with Philip Fox \*PREC, Diane Fox \*PREC, Stephen Fox \*PREC  
DESIGNATED AGENT(S)

who is/are licensed in relation to RE/MAX PENTICTON REALTY

BROKERAGE

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INITIALS

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

who is/are licensed in relation to --

BROKERAGE

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INITIALS

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

who is/are licensed in relation to --

BROKERAGE

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

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INITIALS

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

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BUYER'S INITIALS

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SELLER'S INITIALS

PROPERTY ADDRESS

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 INITIALS

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

22. **ACCEPTANCE IRREVOCABLE** (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

- A. fulfill or waive the terms and conditions herein contained; and/or
- B. exercise any option(s) herein contained.

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

24. **OFFER:** This offer, or counter-offer, will be open for acceptance until \_\_\_\_\_ o'clock \_\_\_\_m. on \_\_\_\_\_, yr. \_\_\_\_\_ (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

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

YES 

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INITIALS

NO 

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INITIALS

BUYER \_\_\_\_\_  
--  
PRINT NAME  
WITNESS

BUYER \_\_\_\_\_  
--  
PRINT NAME  
WITNESS

BUYER \_\_\_\_\_  
--  
PRINT NAME  
WITNESS

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 

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 NON-RESIDENT OF CANADA 

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 as defined under the *Income Tax Act*.  
INITIALS INITIALS

SELLER \_\_\_\_\_  
Star-Line Enterprises Ltd.  
PRINT NAME  
WITNESS

SELLER \_\_\_\_\_  
PRINT NAME  
WITNESS

SELLER \_\_\_\_\_  
PRINT NAME  
WITNESS

\*PREC represents Personal Real Estate Corporation

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

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