

SKAHA LAKE TOWERS
SECOND AMENDMENT TO CONSOLIDATED DISCLOSURE STATEMENT

Date of Consolidated
Disclosure Statement: October 15, 2019

Date of First Amendment
of the Consolidated Disclosure
Statement: August 4, 2020

Date of this Amendment: September 8, 2022

Name of Development: Skaha Lake Towers

Name of Developer: Star-Line Enterprises Ltd.

Developer's Address for Service
and Business:
400 – 275 Lawrence Avenue
Kelowna, BC V1Y 6L2

Name and Business Address of
any Real Estate Brokerage acting
on behalf of the Developer:

Philip*, Diane*, and Stephen*Fox
Re/Max Penticton Realty
101 - 3115 Skaha Lake Road
Penticton, BC V2A 6G5

*Services offered by professional real estate corporations

The Developer reserves the right to use its own employees to market the strata lots. Any employees of the Developer who market the strata lots on behalf of the Developer are not licensed under the *Real Estate Services Act* of British Columbia and are not acting on behalf of the purchaser.

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

The first Consolidated Disclosure Statement dated October 15, 2019, and amended on August 4, 2020, is further amended as follows:

1. The first paragraph on the title page of the Disclosure Statement beneath the list of dates is deleted in its entirety and replaced with the following:

“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.”

2. The Address for Service and Business Address for the Developer on the title page of the Disclosure Statement is deleted in its entirety and replaced with the following:

“400-275 Lawrence Avenue, Kelowna, British Columbia, V1Y 6L2”

3. The Agent of the Developer on the title page of the Disclosure Statement is deleted in its entirety and replaced with the following:

“AGENT OF DEVELOPER:

Name:

Philip*, Diane*, Stephen and Len* 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”

4. Paragraph 1.3 Registered and Records Office is deleted in its entirety and replaced with the following:

“1.3 Registered and Records Office

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

5. Paragraph 2.1 General Description of the Development is deleted in its entirety and replaced with the following:

“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."

6. Paragraph 2.3 Phasing is deleted in its entirety and replaced with the following:

"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:

<u>Phase</u>	<u>Number of Strata Lots</u>
1	75
2	91
3	<u>98</u>
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."

7. Paragraph 3.1 Unit Entitlement is deleted in its entirety and replaced with the following:

"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."

8. Paragraph 3.3(a) Common Property is deleted in its entirety and replaced with the following:

"3.3(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.”

9. Paragraph 3.4 Limited Common Property is deleted in its entirety and replaced with the following:

“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.”

10. Paragraph 3.6 Parking is deleted in its entirety and replaced with the following:

“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.”

11. Paragraph 3.8(a) Budgets is deleted in its entirety and replaced with the following:

“3.8(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.”

12. Paragraph 3.10 Strata Management Contracts is deleted in its entirety and replaced with the following:

“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.”

13. Paragraph 3.11 Insurance (a) is deleted in its entirety and replaced with the following:

- “3.11(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.”

14. Paragraph 4.1 Legal Description is deleted in its entirety and replaced with the following:

“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.”

15. Paragraph 4.2 Ownership is deleted in its entirety and replaced with the following:

“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.”

16. Paragraph 4.3 (a) Legal Notations (i) and (iv) are deleted in their entirety and replaced with the following:

- “(i) Notices under Part 14 of Part 26 of the Local Government Act in reference to the Development Permit and related approves of the Development from the City filed in the Land Title Office as filings CA4828583, CA5774311, CA6985206, LB507680, LB530977 and CA7853594.
- (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.”

15. Paragraph 4.3 (b) Registered Encumbrances is deleted in its entirety and replaced with the following:

“(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.”

16. Paragraph 5.1 Construction Dates is deleted in its entirety and replaced with the following:

“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.”

17. Paragraph 6.1 Development Approval is deleted in its entirety and replaced with the following:

“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.”

18. Paragraph 6.2 Construction Financing is deleted in its entirety and replaced with the following:

“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.”

19. Exhibit A is re-titled “Strata Plan EPS4170 and Preliminary Phase 3 Strata Plan” and the current exhibit is deleted and replaced with Strata Plan EPS4170, including the Explanatory Plan and Further Explanatory Plans, and the preliminary Phase 3 Strata Plan, all attached to this Amendment as Exhibit A.
20. Exhibit B is deleted and replaced with the Amended Form P Phased Strata Plan Declaration attached to this Amendment as Exhibit B.
21. Exhibit C is re-titled “Proposed Phase 3 Form V – Schedule of Unit Entitlement” and the current exhibit is deleted and replaced with the Proposed Phase 3 Form V – Schedule of Unit Entitlement and attached to this Amendment as Exhibit C.

23. Exhibit F is re-titled "Approved Strata Budget and Proposed Phase 3 Interim Budget" and the current exhibit is deleted and replaced with Exhibit F attached to this Amendment.
24. Exhibit H is deleted and replaced with Proposed Form of Purchase Agreement attached to this Amendment as Exhibit H

DEEMED RELIANCE:

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

DECLARATION:

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

STAR-LINE ENTERPRISES LTD.

By its authorized signatory:




Anthony Vant Geloof


Every Director of Star-Line Enterprises Ltd. in his or her personal capacity:



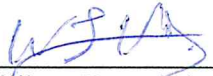
Anthony Vant Geloof

 Director

John Anthony Vant Geloof



Joan Vant Geloof

 Director

William Vant Geloof

EXHIBIT A

Strata Plan EPS4170 and Preliminary Phase 3 Strata Plan

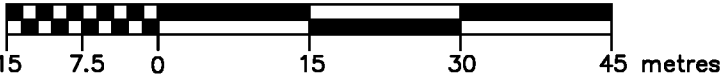
See Attached

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

SHEET 1 OF 18 SHEETS
STRATA PLAN EPS4170
PHASE 1

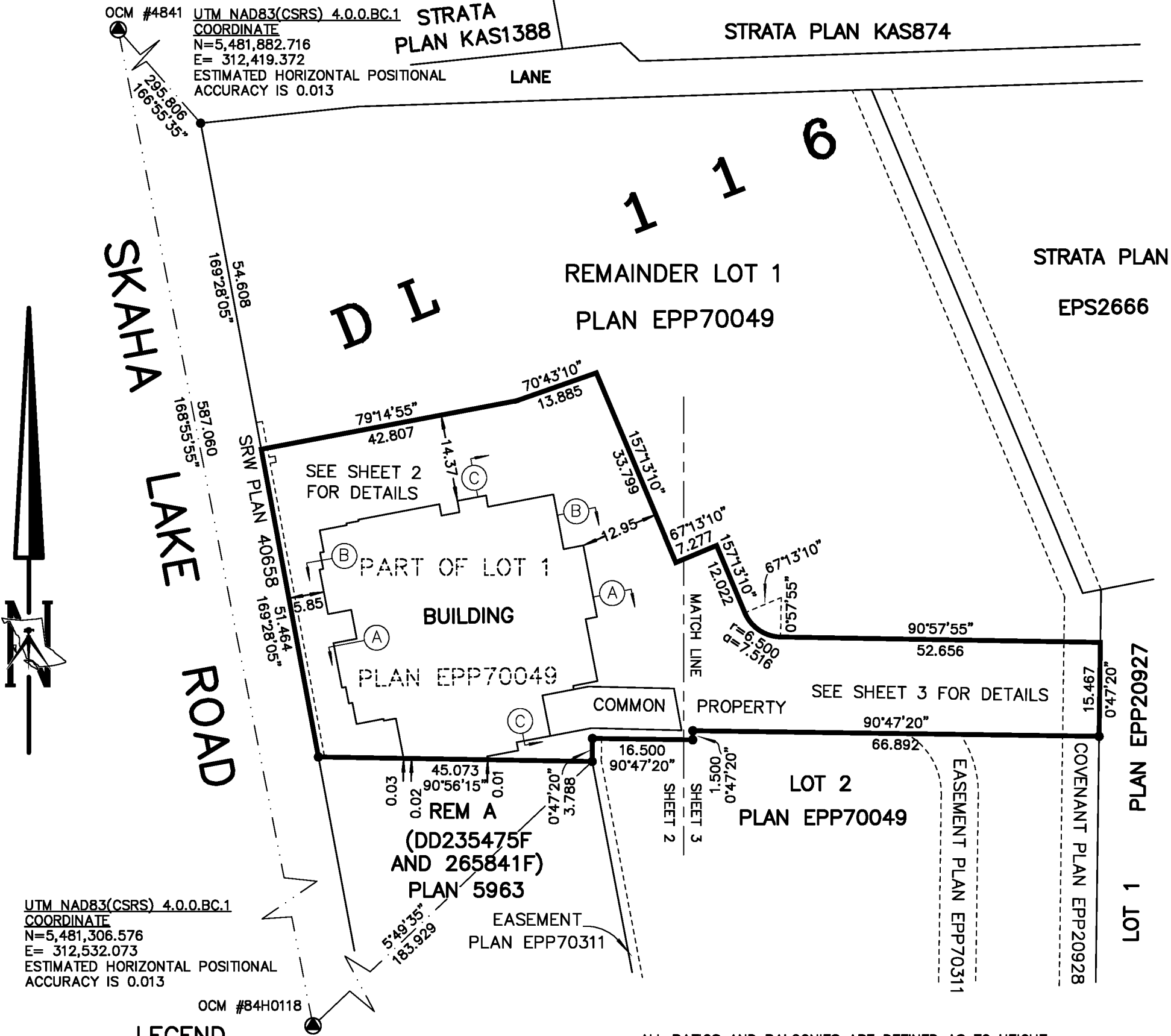
AMENDED PURSUANT TO SECTION 258 STRATA
PROPERTY ACT THIS 5th DAY OF NOVEMBER, 2018
SEE AMENDED SHEET 2A AND 3A AND CA7173585

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
 - m² 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

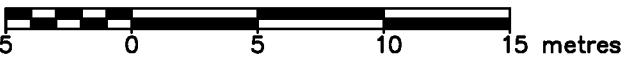
EXTERIOR DIMENSIONS & PARKING

SHEET 2 OF 18 SHEETS

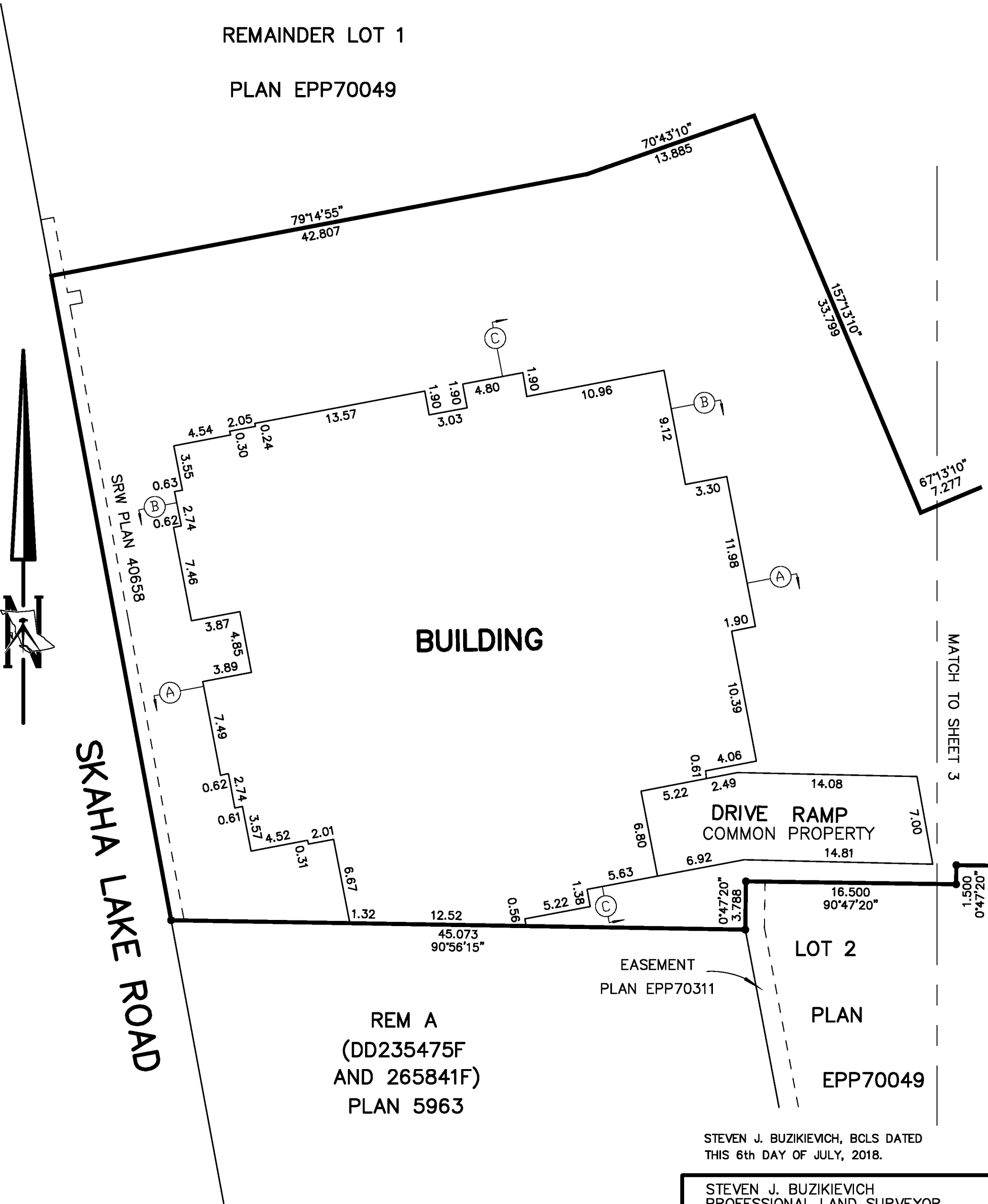
STRATA PLAN EPS4170

PHASE 1

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



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-2

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

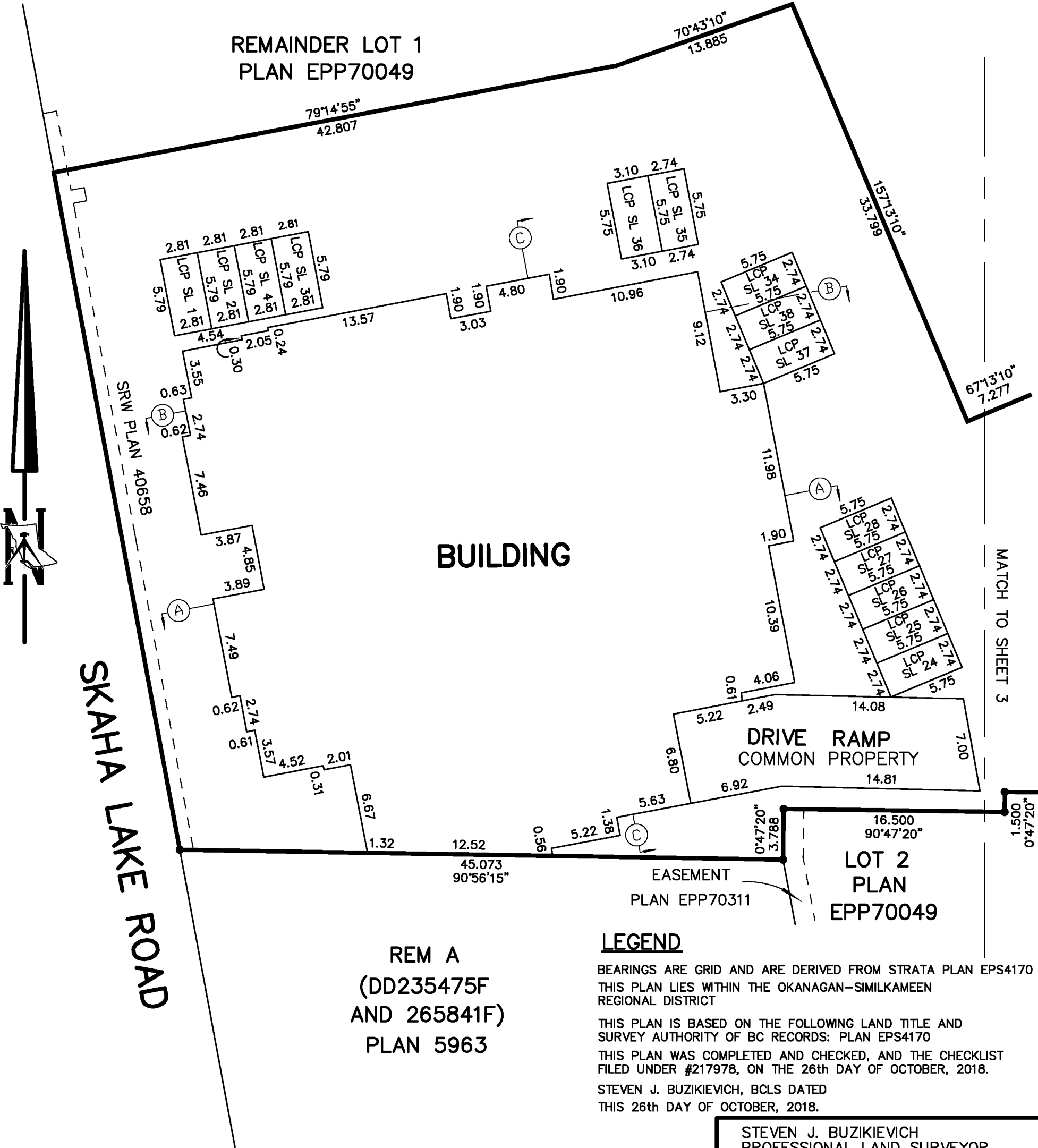


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY
432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:300

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.

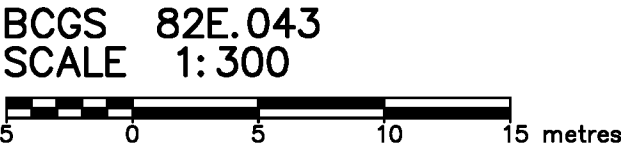
STEVEN J. BUZIKIEVICH
PROFESSIONAL LAND SURVEYOR
54 NANAIMO AVE. E.
PENTICTON, B.C.
Phone: (250)492-0559 Fax: (250)492-9851
FILE 15-150
DWG. 15-150-STRATA PLAN-2-AMENDMENT

EXTERIOR PARKING

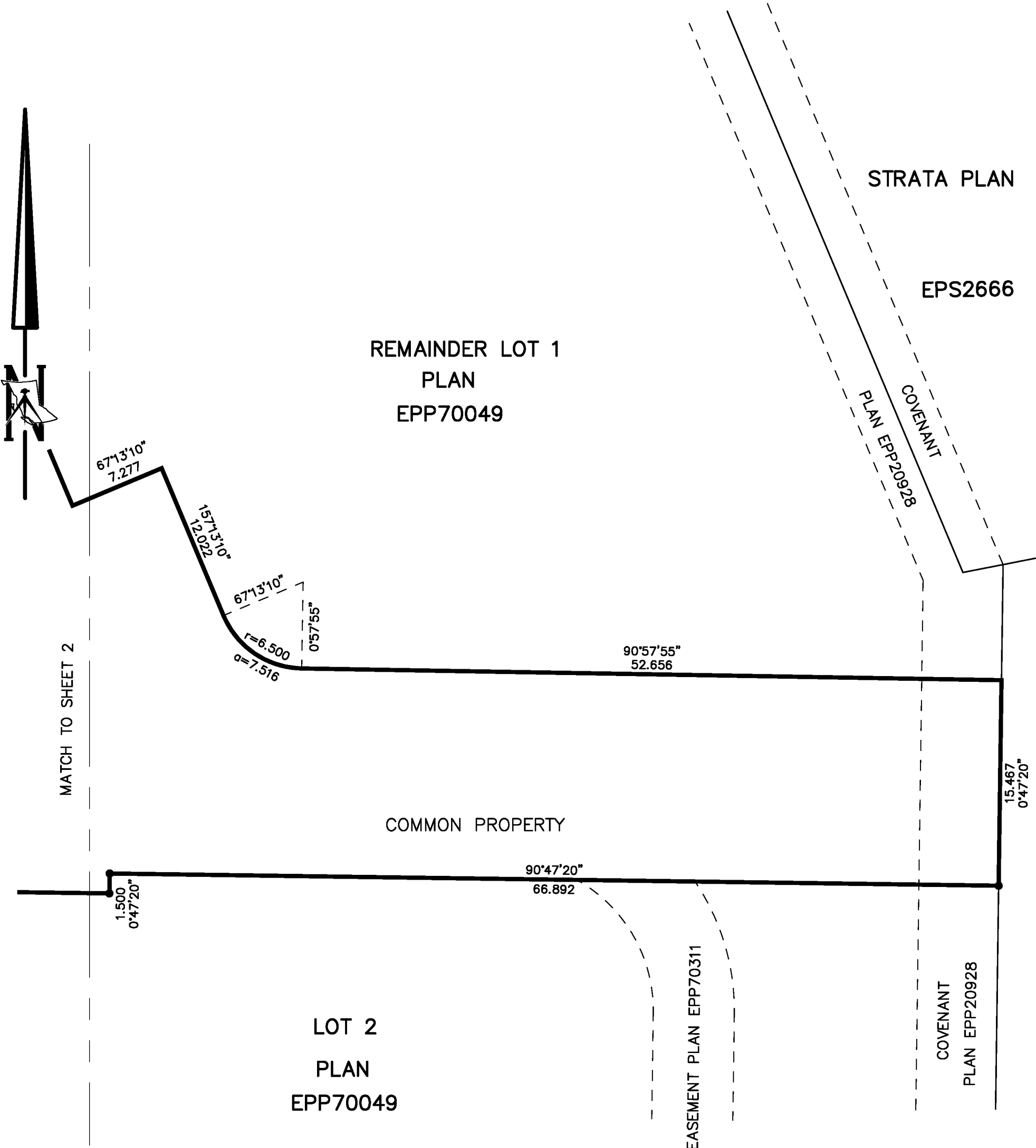
SHEET 3 OF 18 SHEETS

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

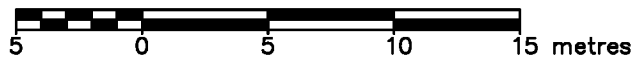
EXPLANATORY PLAN AMENDING
STRATA PLAN EPS4170 TO
DESIGNATE LIMITED COMMON
PROPERTY FOR THE BENEFIT OF
STRATA LOTS 1 to 31 inclusive
AND STRATA LOTS 34 to 38 inclusive,
STRATA PLAN EPS4170, DL 116, SDYD.

SHEET 3A OF 18 SHEETS

STRATA PLAN EPS4170

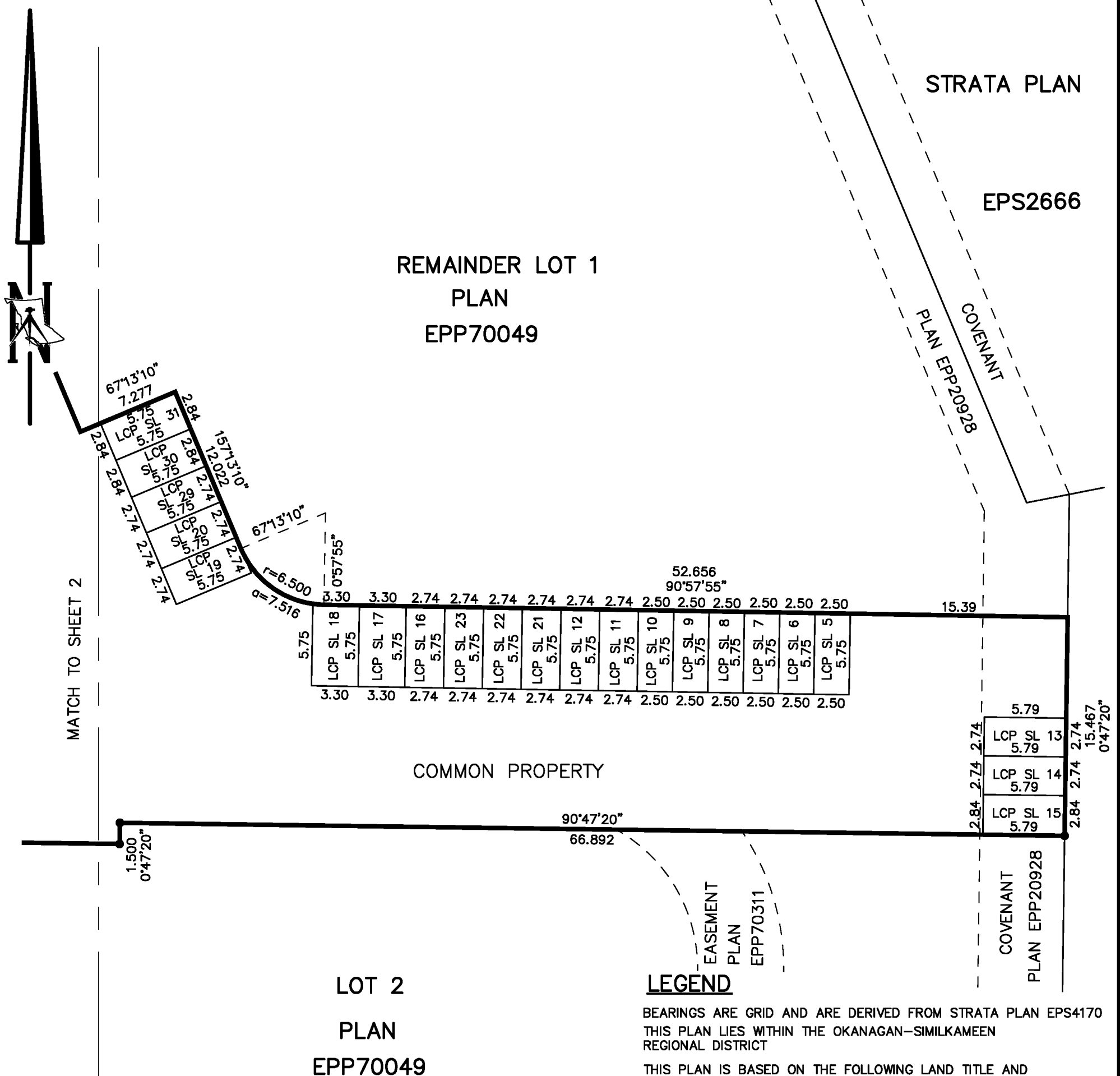
PHASE 1

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



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

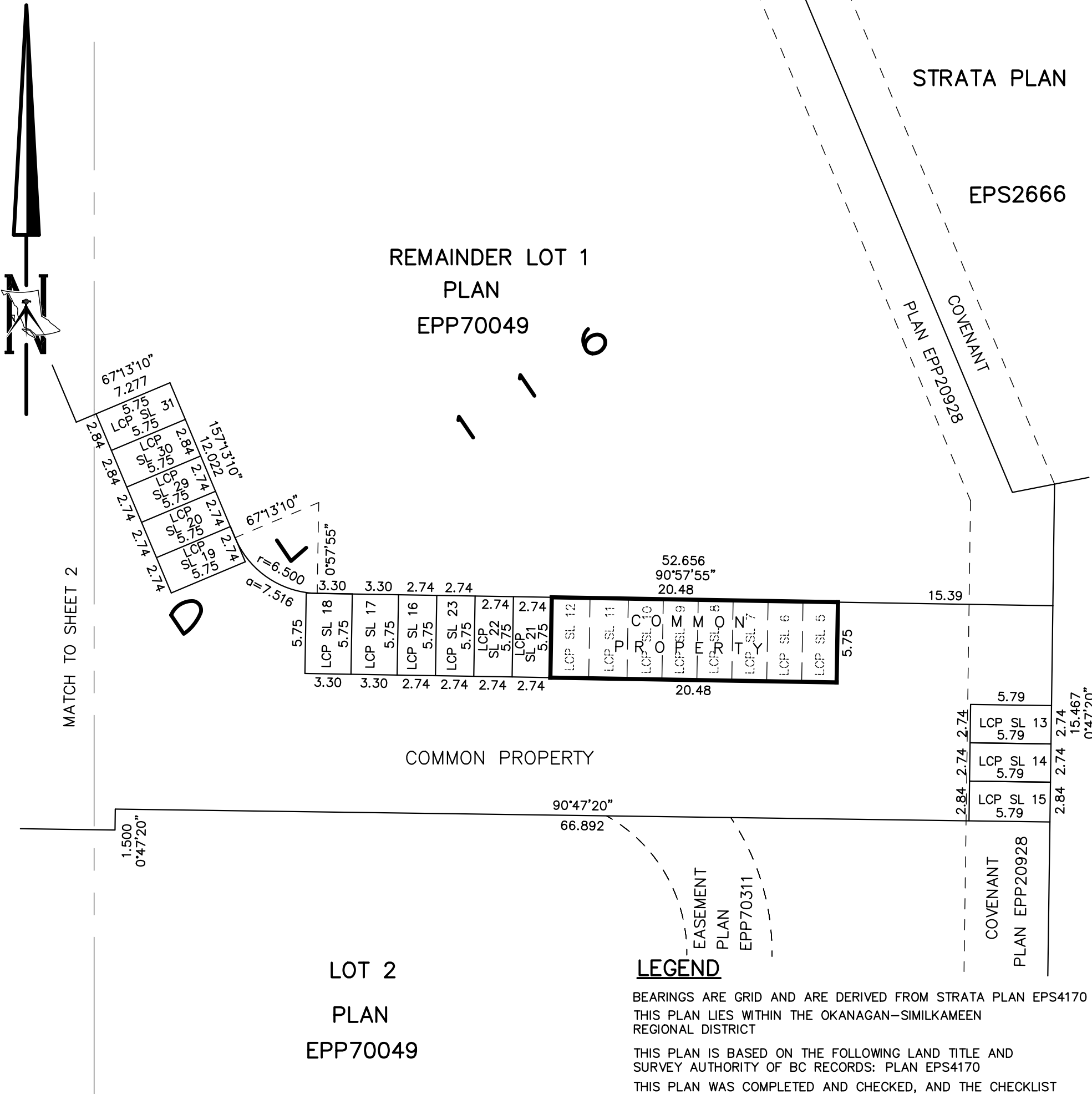
EXPLANATORY PLAN AMENDING
STRATA PLAN EPS4170 TO
REMOVE LIMITED COMMON PROPERTY
DESIGNATION FOR THE BENEFIT OF
STRATA LOTS 5 to 12 inclusive,
STRATA PLAN EPS4170, DL 116, SDYD.

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



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

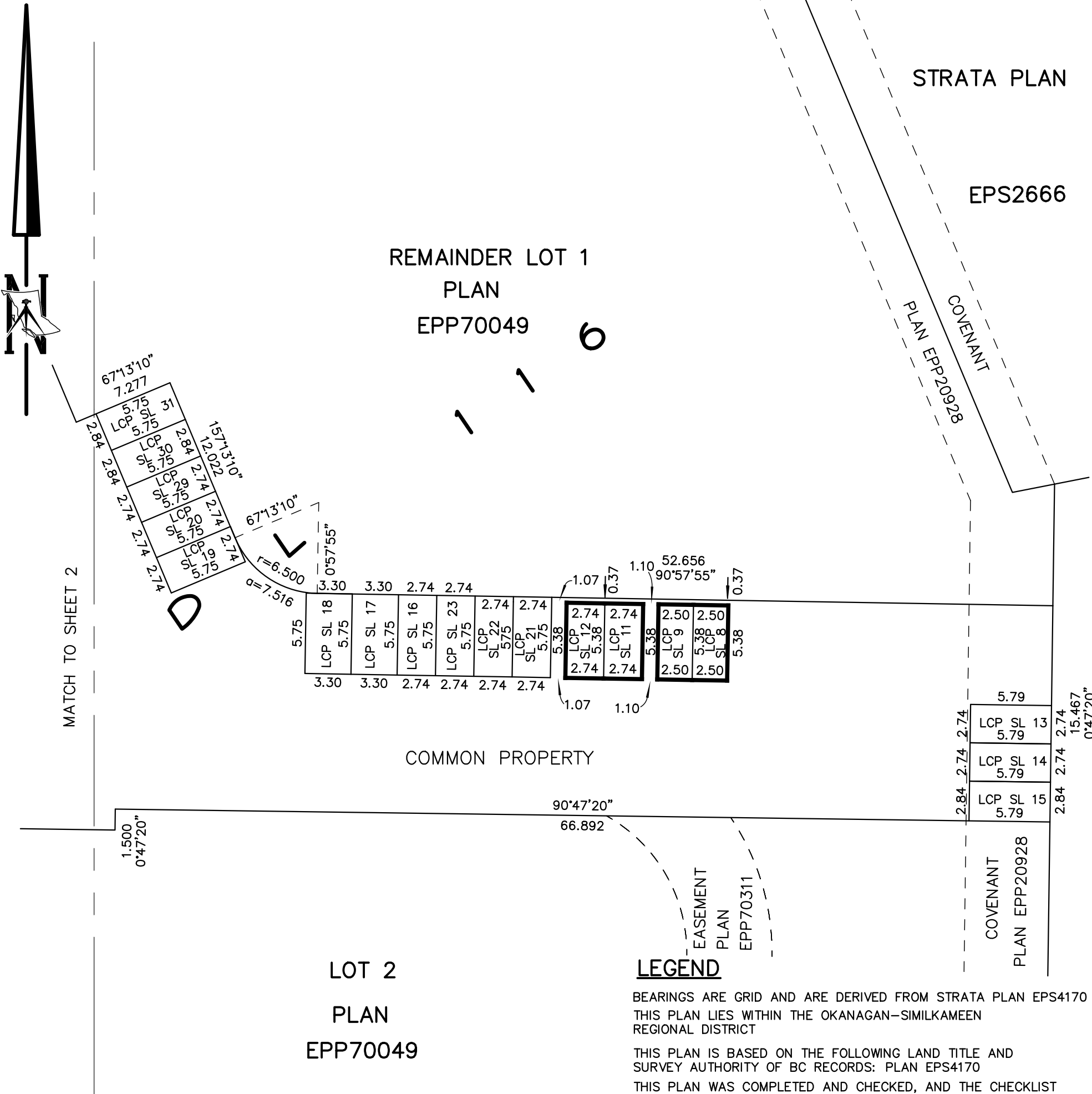
EXPLANATORY PLAN AMENDING
STRATA PLAN EPS4170 TO
DESIGNATE LIMITED COMMON
PROPERTY FOR THE BENEFIT OF
STRATA LOTS 8, 9, 11 and 12,
STRATA PLAN EPS4170,
DL 116, SDYD.

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.

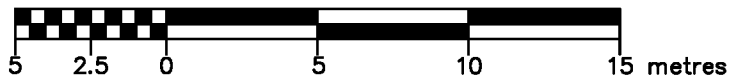
STEVEN J. BUZIKIEVICH
PROFESSIONAL LAND SURVEYOR
54 NANAIMO AVE. E.
PENTICTON, B.C.
Phone: (250)492-0559 Fax: (250)492-9851
FILE 22-0190
DWG. 22-0190J

FLOOR PLANS

FIRST FLOOR

BCGS 82E.043

SCALE 1:250

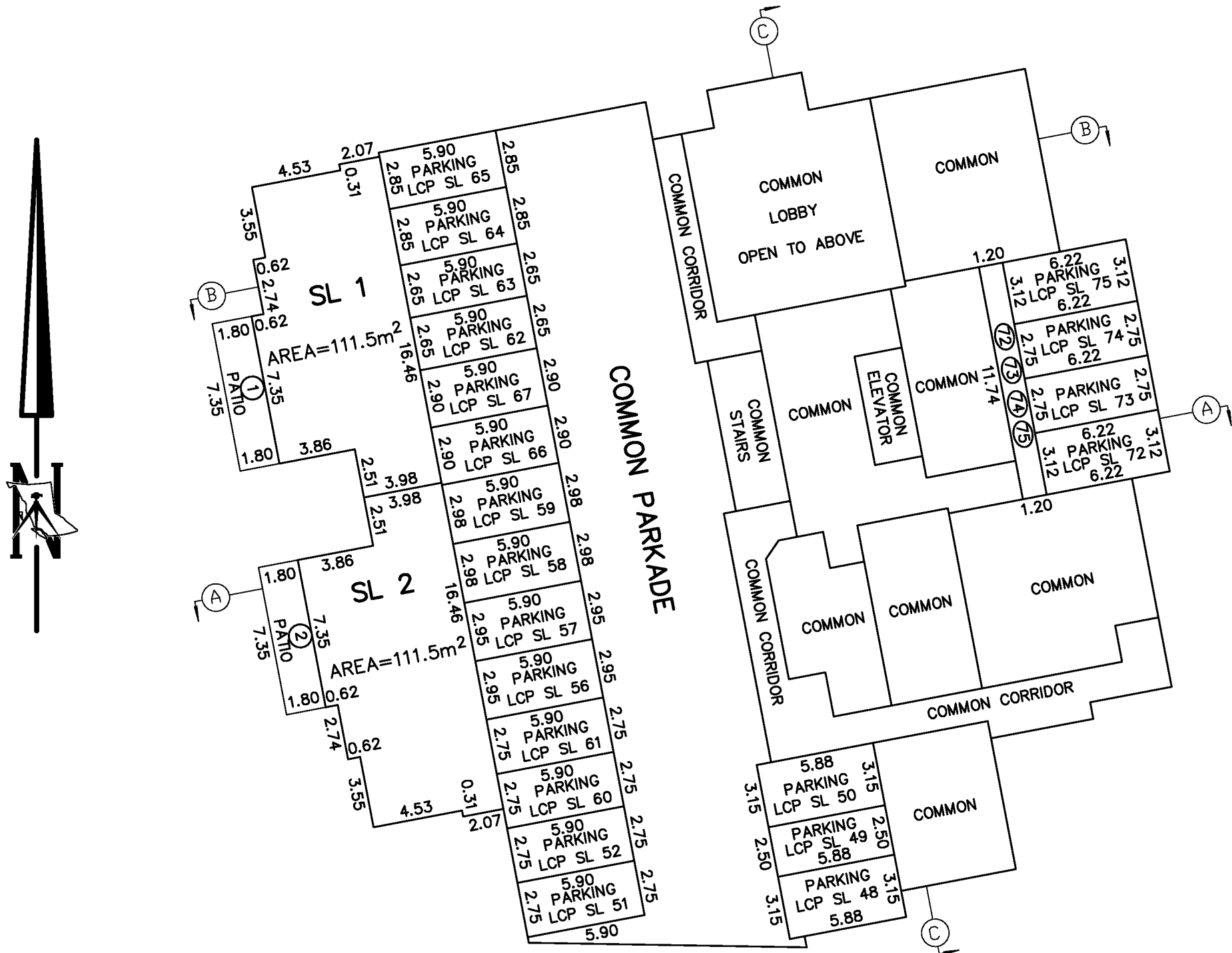


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 4 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1



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

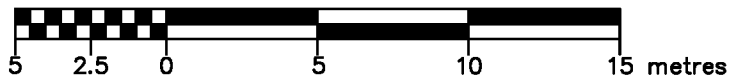
STEVEN J. BUZIKIEVICH
PROFESSIONAL LAND SURVEYOR
54 NANAIMO AVE. E.
PENTICTON, B.C.
Phone: (250)492-0559 Fax: (250)492-9851
FILE 15-150
DWG. 15-150-FLOOR PLANS

FLOOR PLANS

SECOND FLOOR

BCGS 82E.043

SCALE 1:250

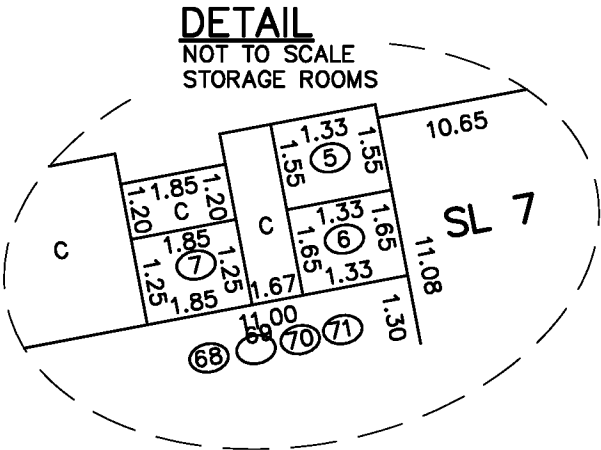
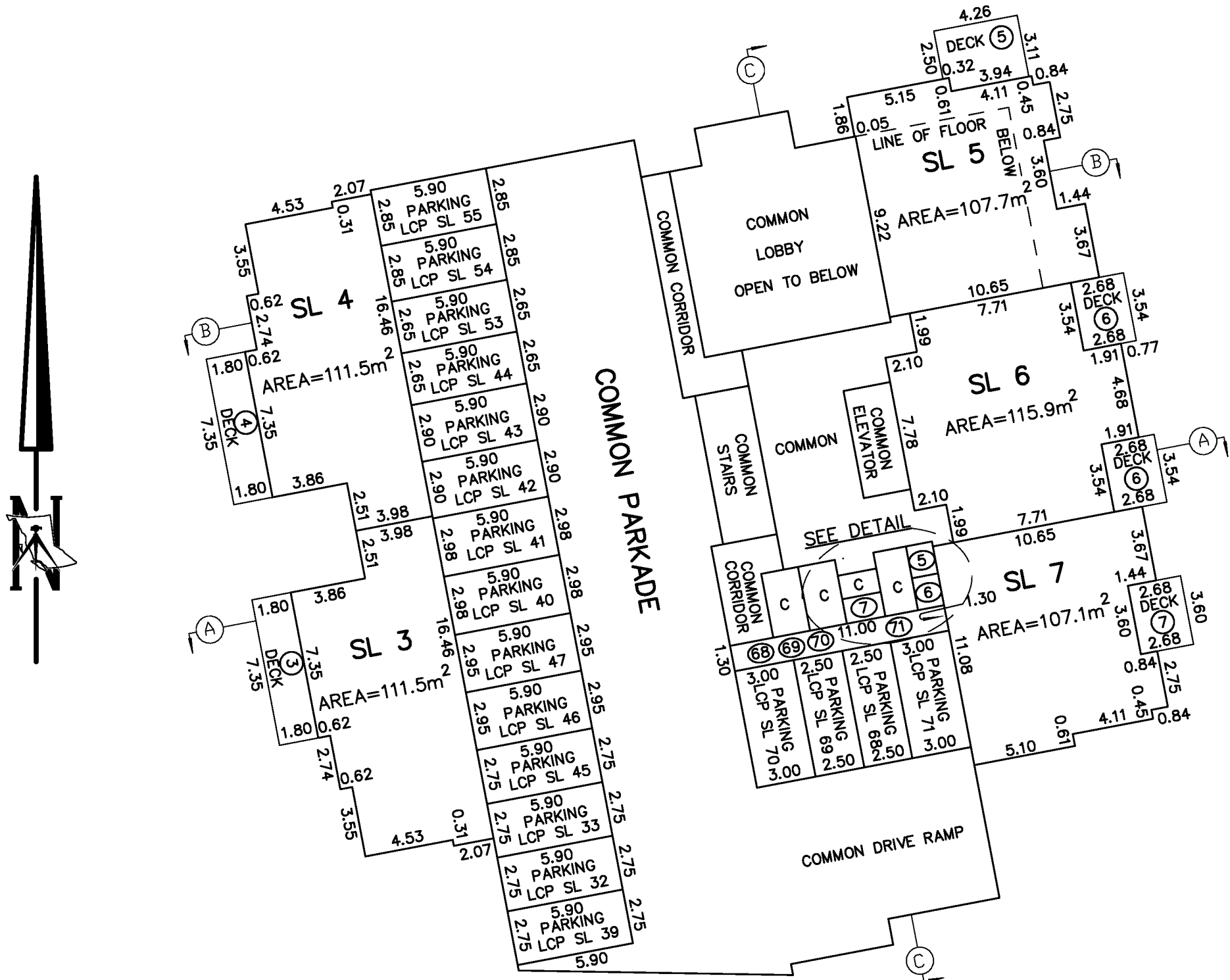


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 5 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1



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

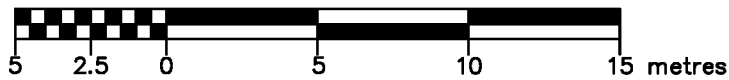
STEVEN J. BUZIKIEVICH
PROFESSIONAL LAND SURVEYOR
54 NANAIMO AVE. E.
PENTICTON, B.C.
Phone: (250)492-0559 Fax: (250)492-9851
FILE 15-150
DWG. 15-150-FLOOR PLANS

FLOOR PLANS

FOURTH FLOOR

BCGS 82E.043

SCALE 1:250

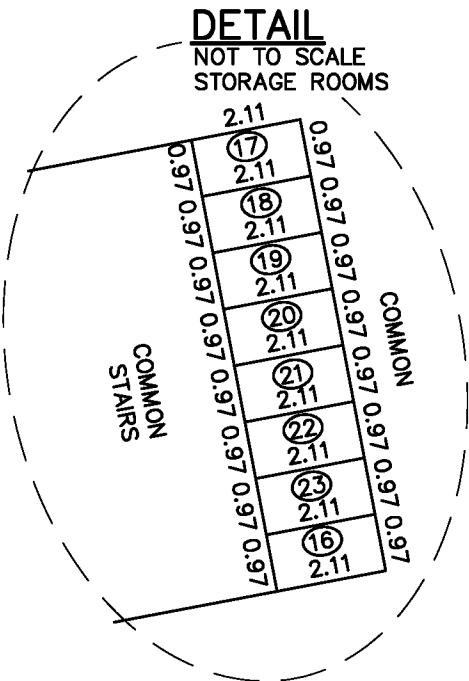
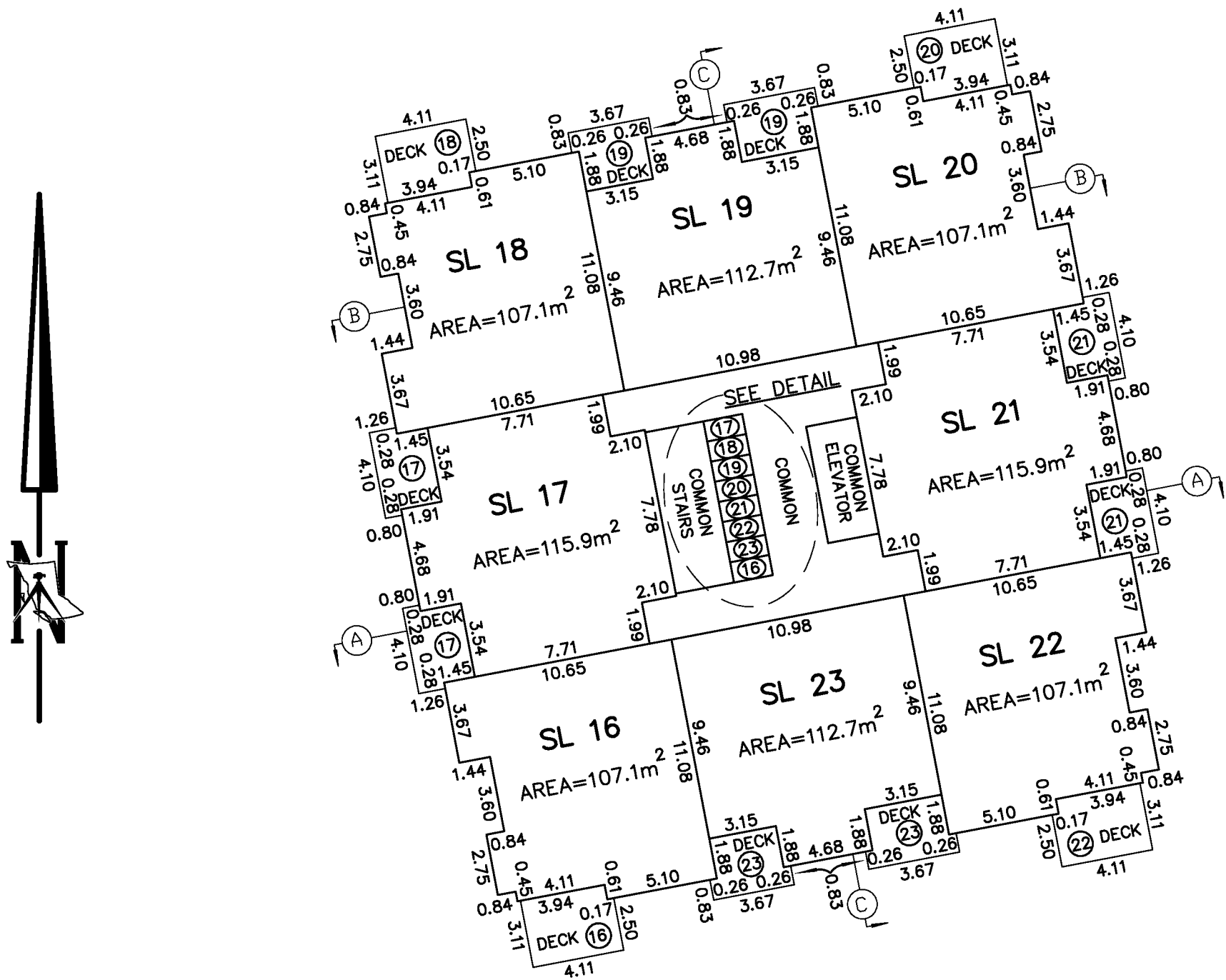


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

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

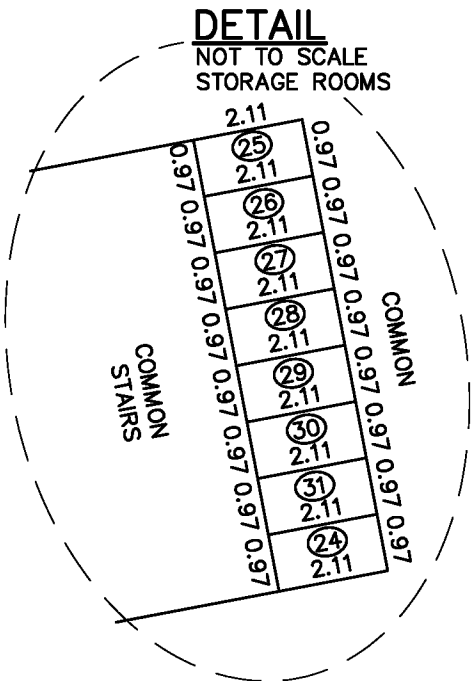
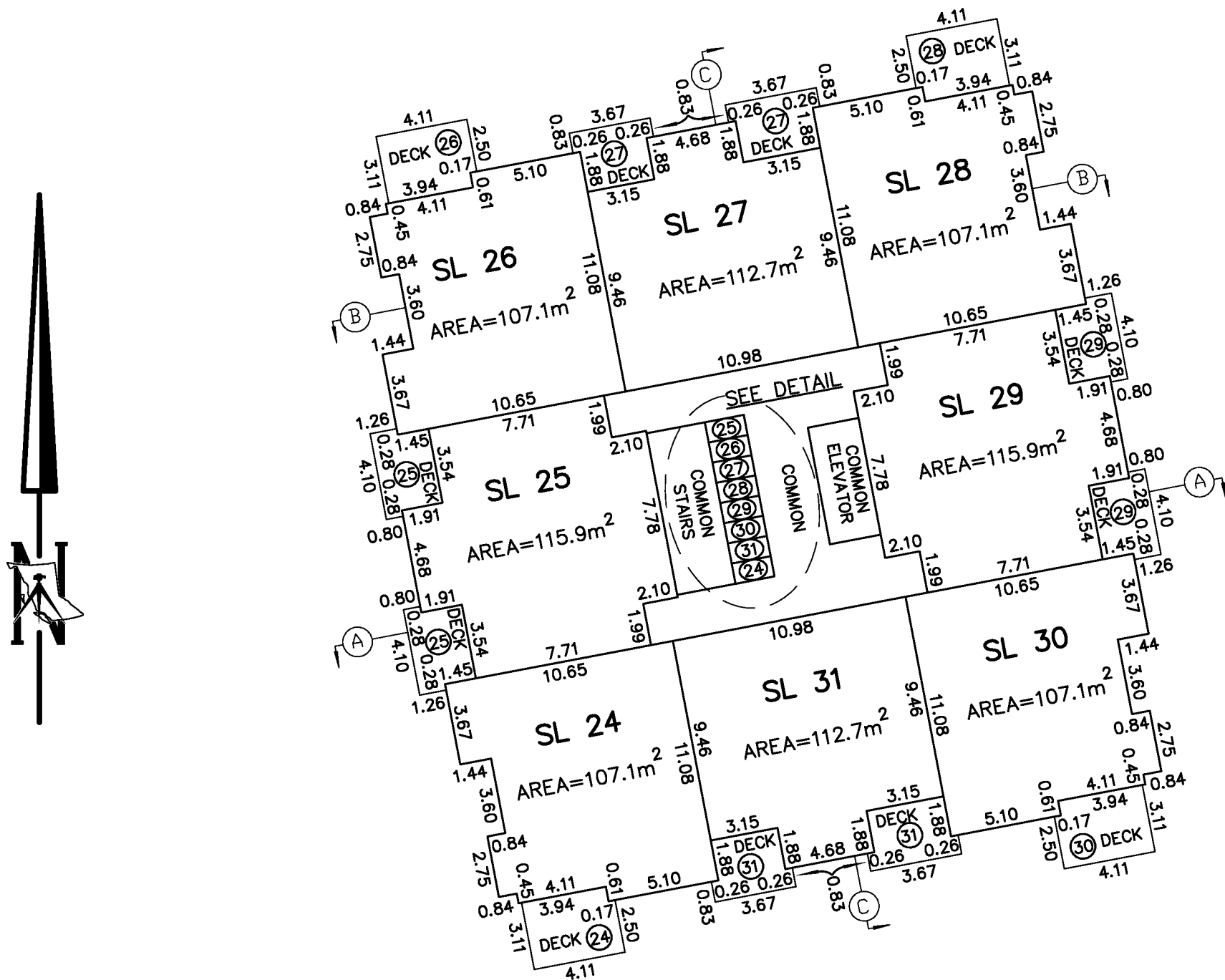
FLOOR PLANS
FIFTH FLOOR

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.

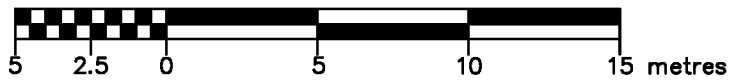
STEVEN J. BUZIKIEVICH
PROFESSIONAL LAND SURVEYOR
54 NANAIMO AVE. E.
PENTICTON, B.C.
Phone: (250)492-0559 Fax: (250)492-9851
FILE 15-150
DWG. 15-150-FLOOR PLANS

FLOOR PLANS

SIXTH FLOOR

BCGS 82E.043

SCALE 1:250

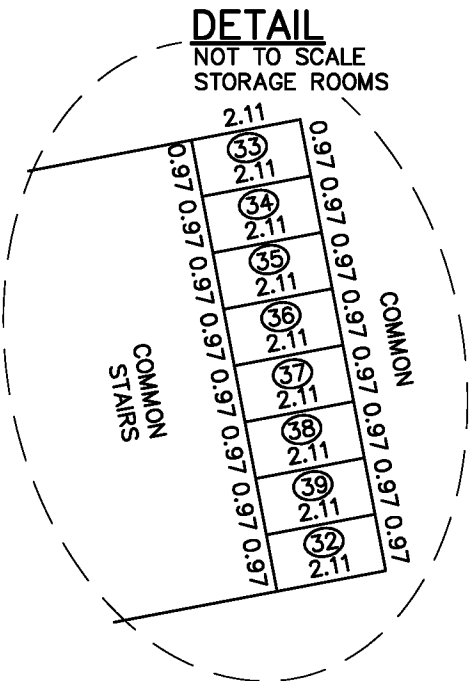
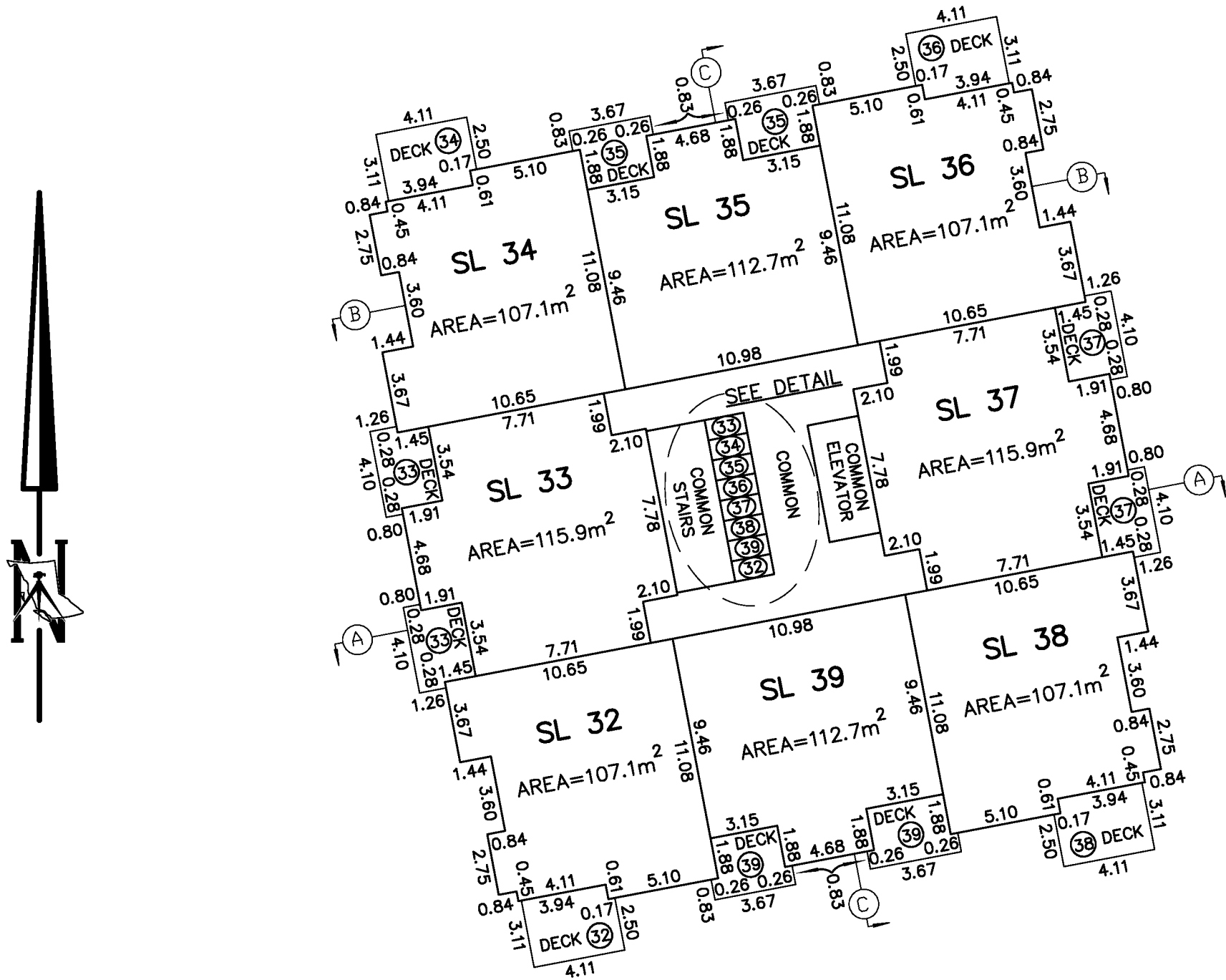


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 9 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1



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

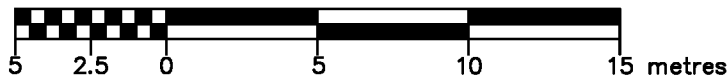
STEVEN J. BUZIKIEVICH
PROFESSIONAL LAND SURVEYOR
54 NANAIMO AVE. E.
PENTICTON, B.C.
Phone: (250)492-0559 Fax: (250)492-9851
FILE 15-150
DWG. 15-150-FLOOR PLANS

FLOOR PLANS

SEVENTH FLOOR

BCGS 82E.043

SCALE 1:250

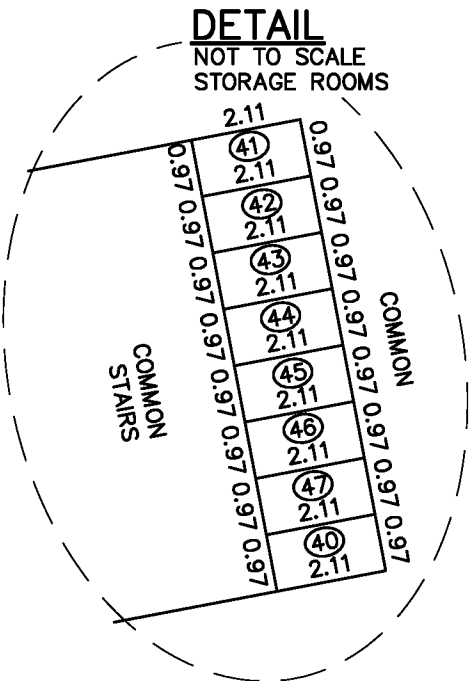
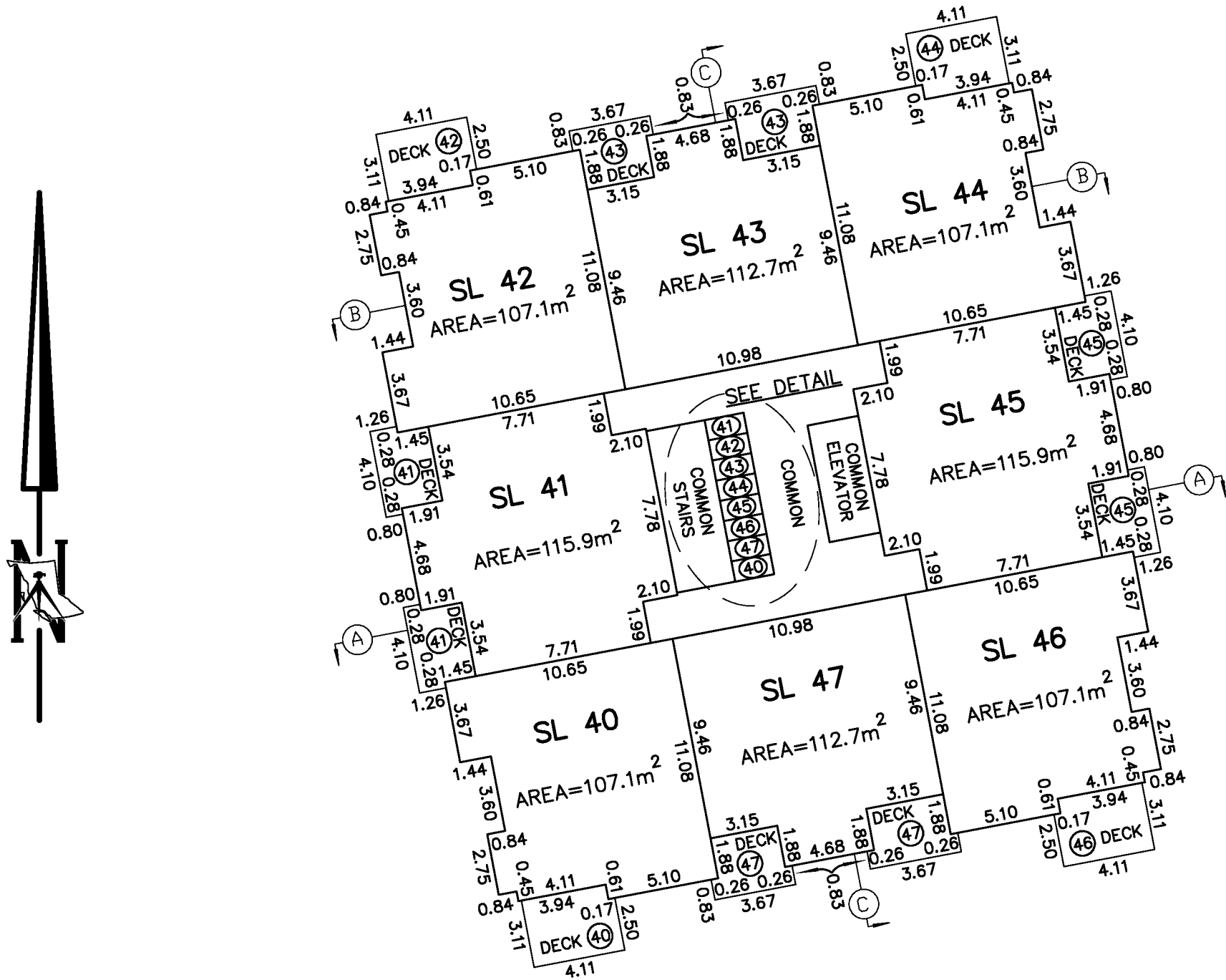


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

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

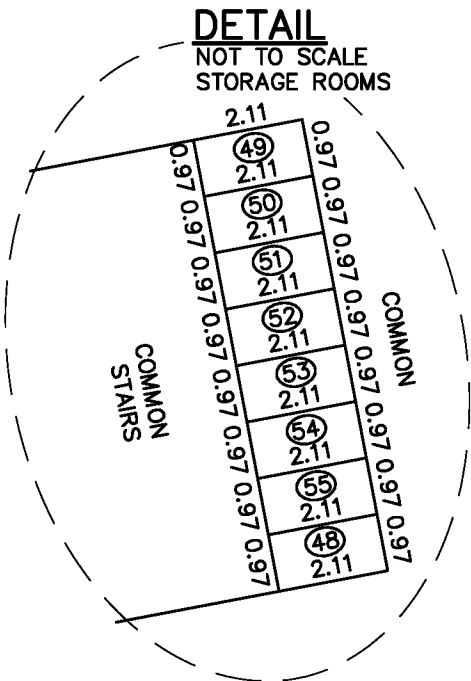
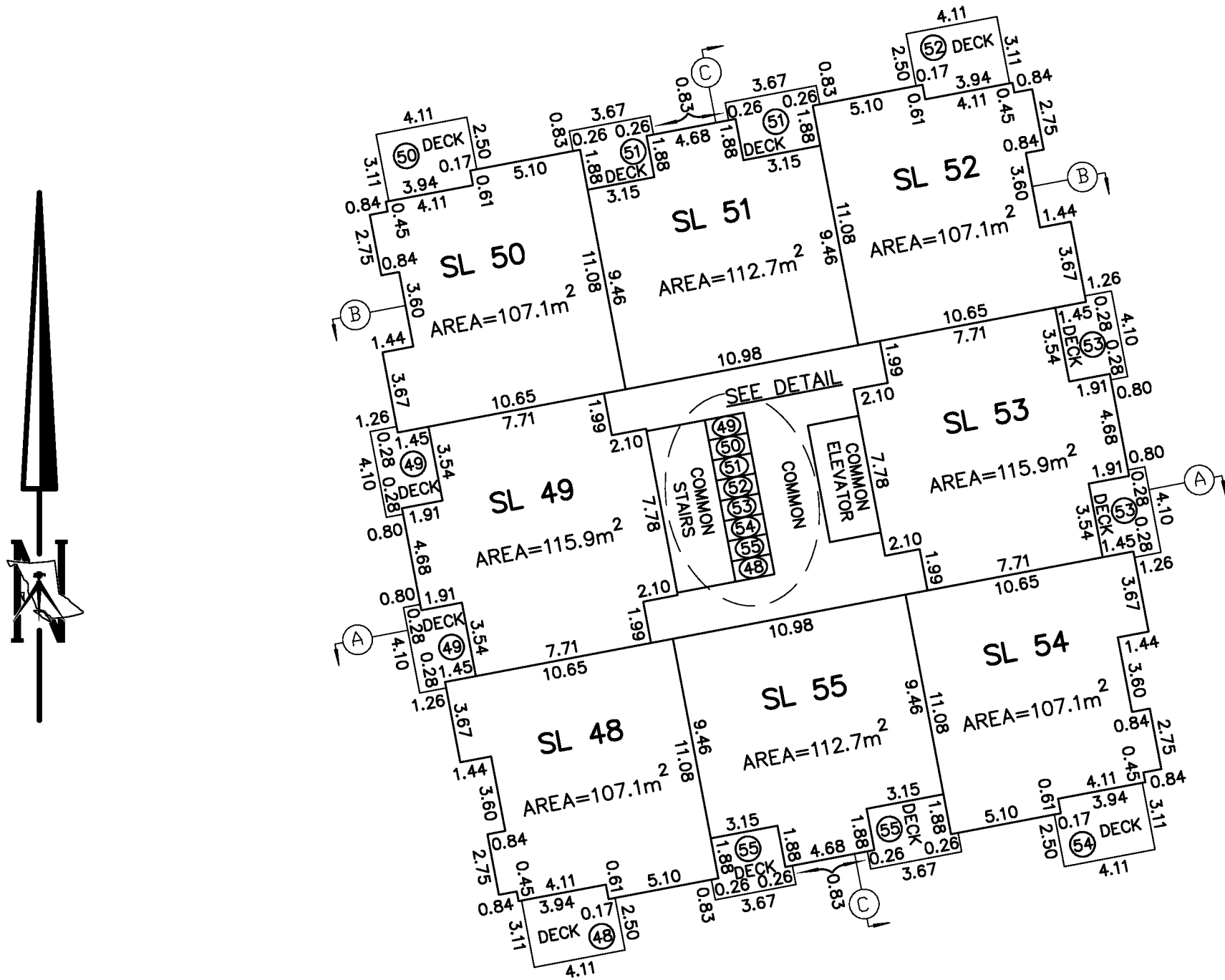
FLOOR PLANS
EIGHTH FLOOR

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.

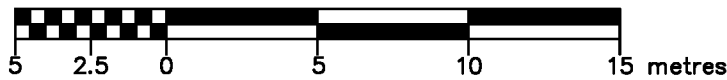
STEVEN J. BUZIKIEVICH
PROFESSIONAL LAND SURVEYOR
54 NANAIMO AVE. E.
PENTICTON, B.C.
Phone: (250)492-0559 Fax: (250)492-9851
FILE 15-150
DWG. 15-150-FLOOR PLANS

FLOOR PLANS

NINTH FLOOR

BCGS 82E.043

SCALE 1:250

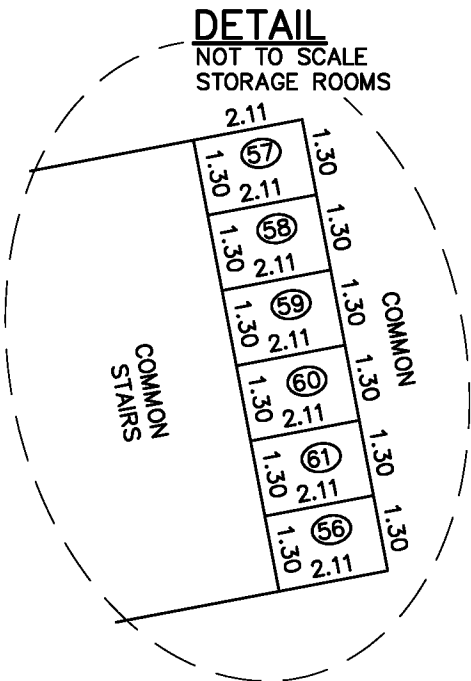
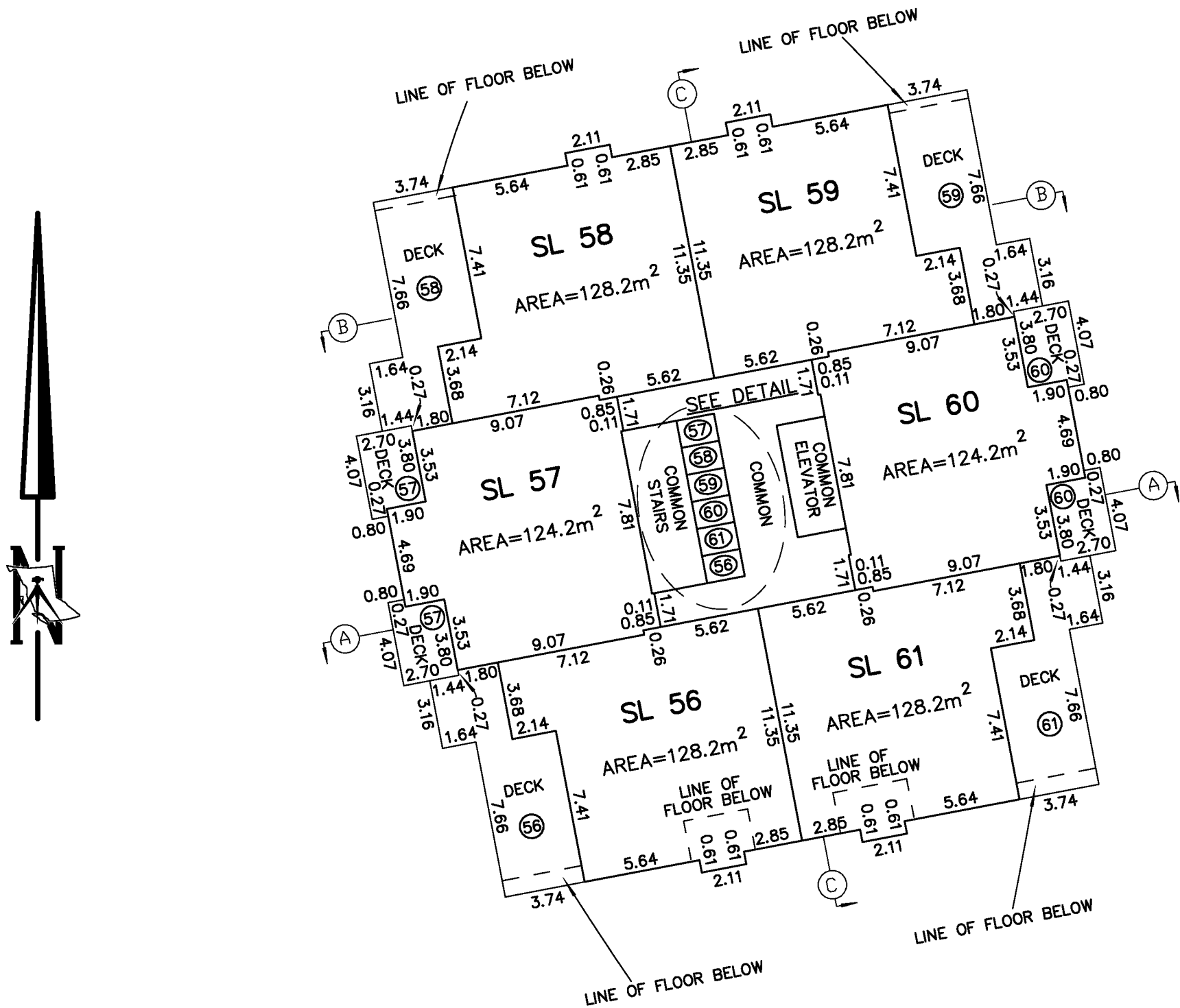


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

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

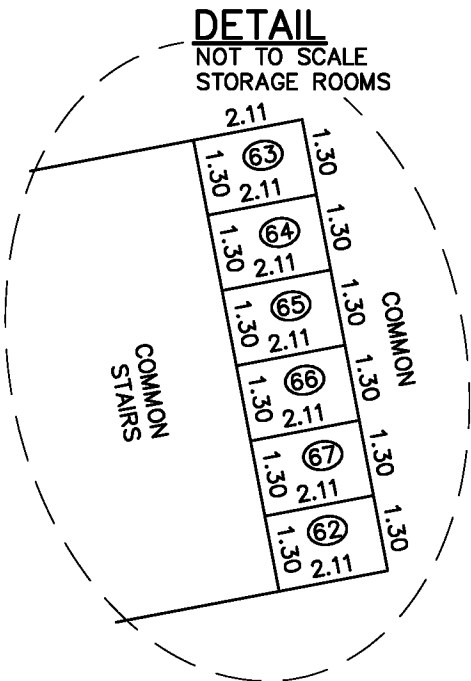
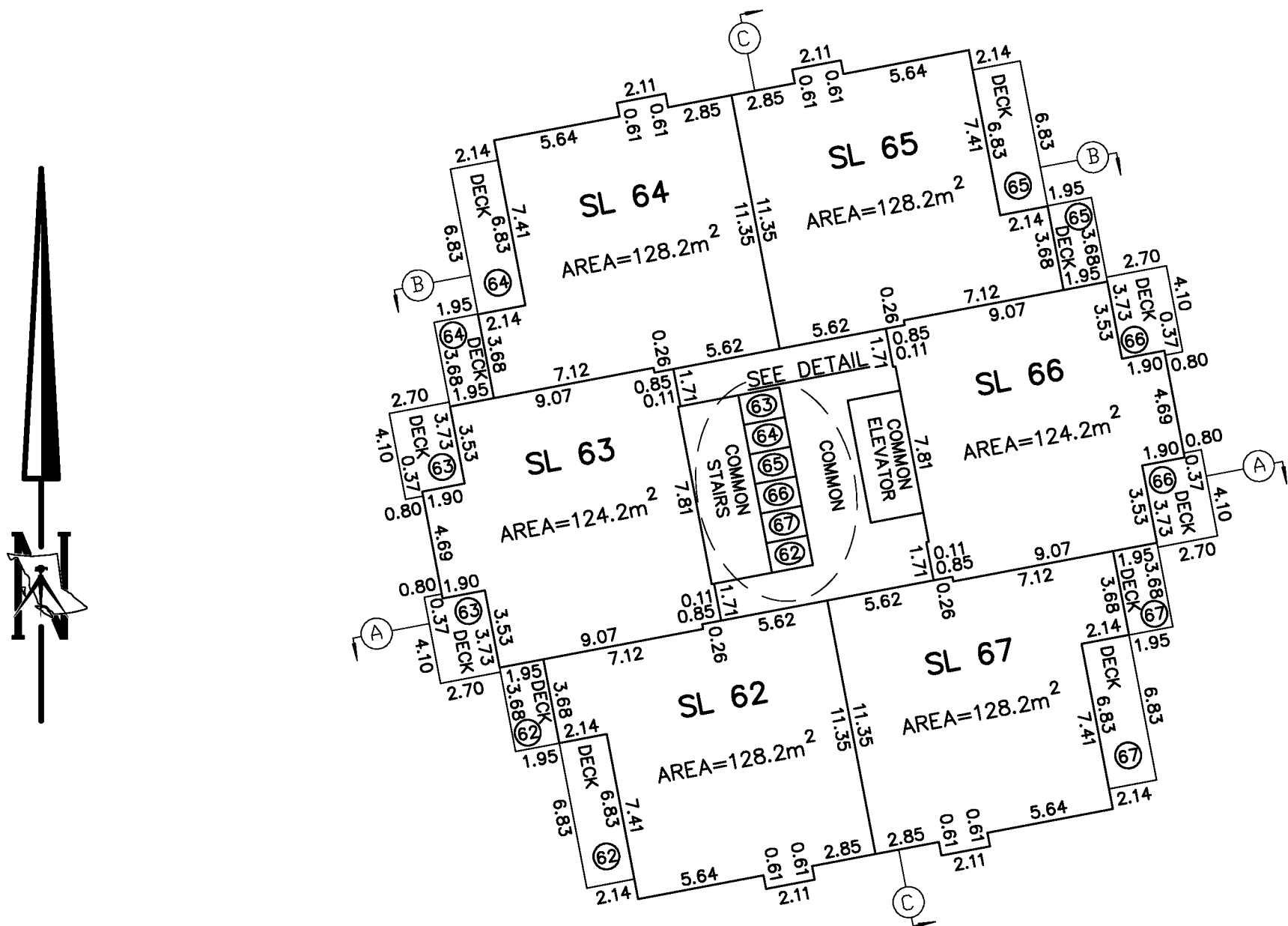


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

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

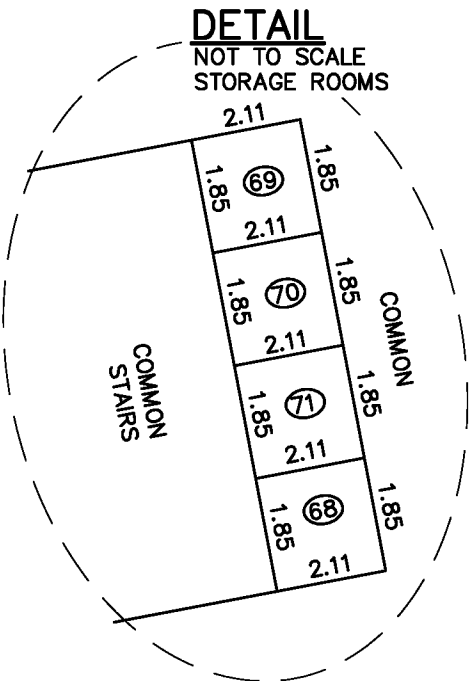
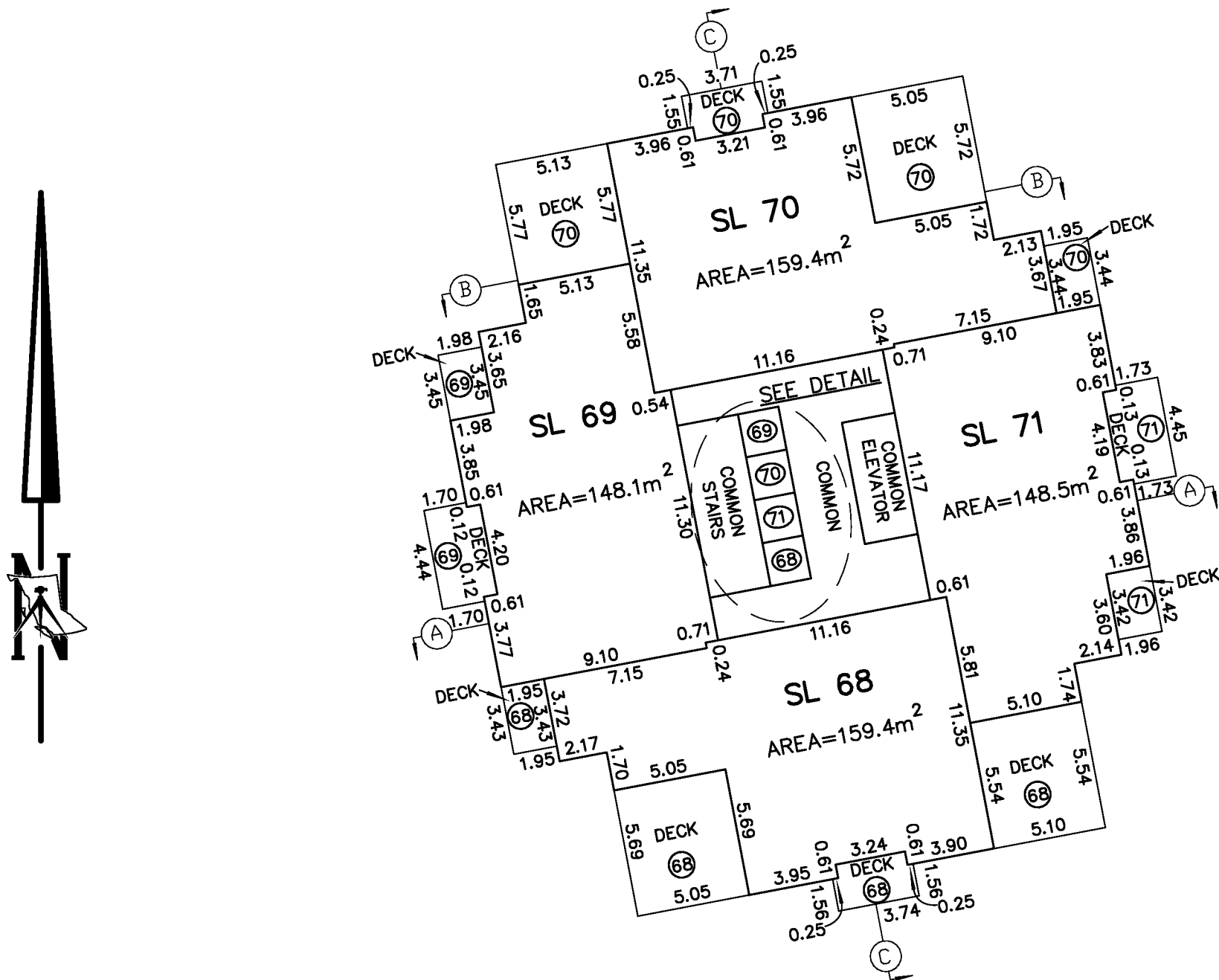


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 14 OF 18 SHEETS

STRATA PLAN EPS4170

PHASE 1

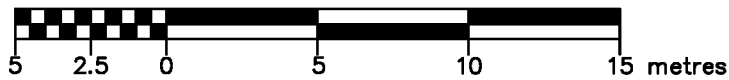


STEVEN J. BUZIKIEVICH, BCLS DATED
THIS 6th DAY OF JULY, 2018.

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

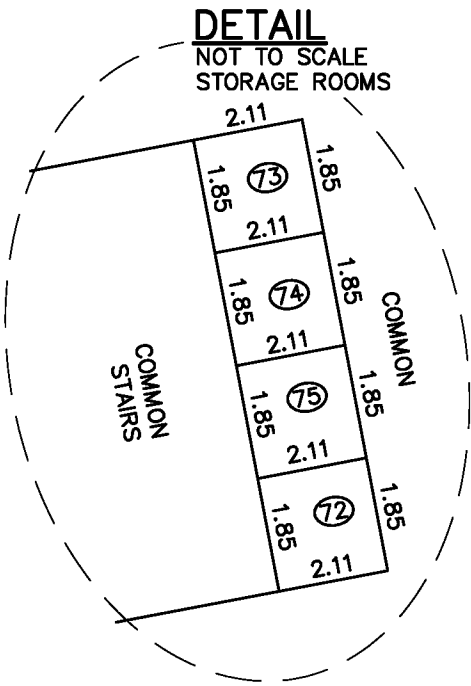
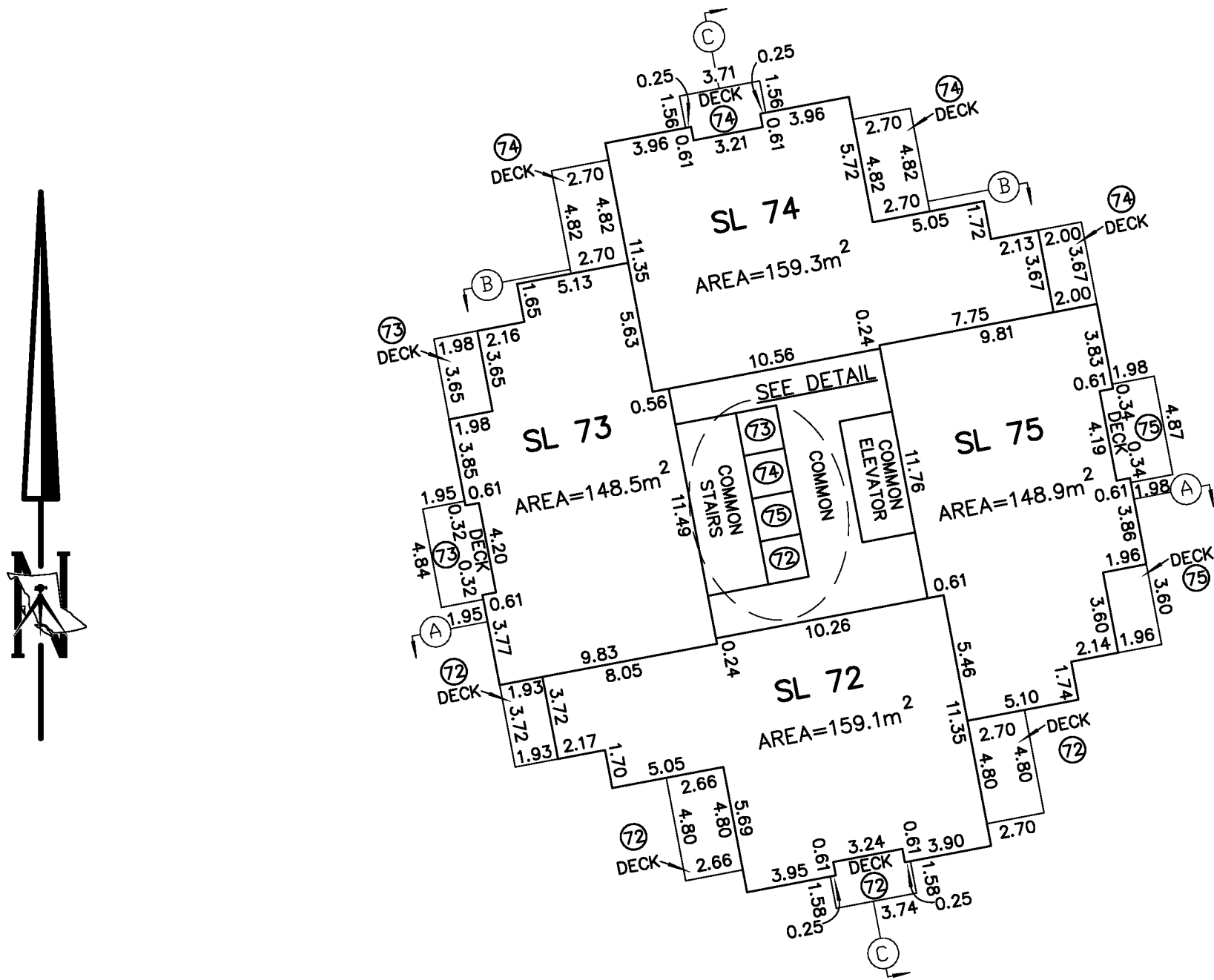
FLOOR PLANS
TWELTH FLOOR

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

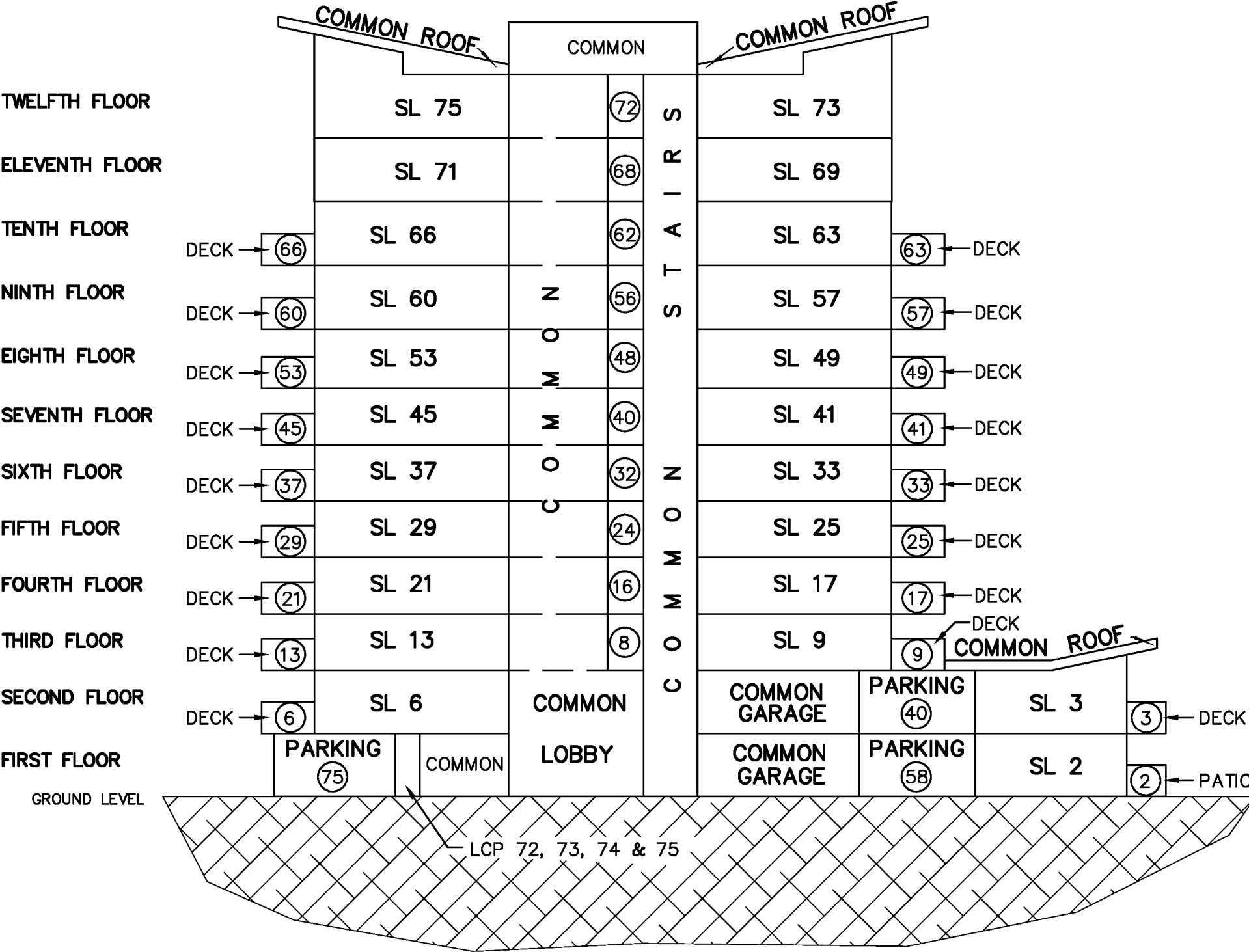
BCGS 82E.043
SCALE 1:250



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

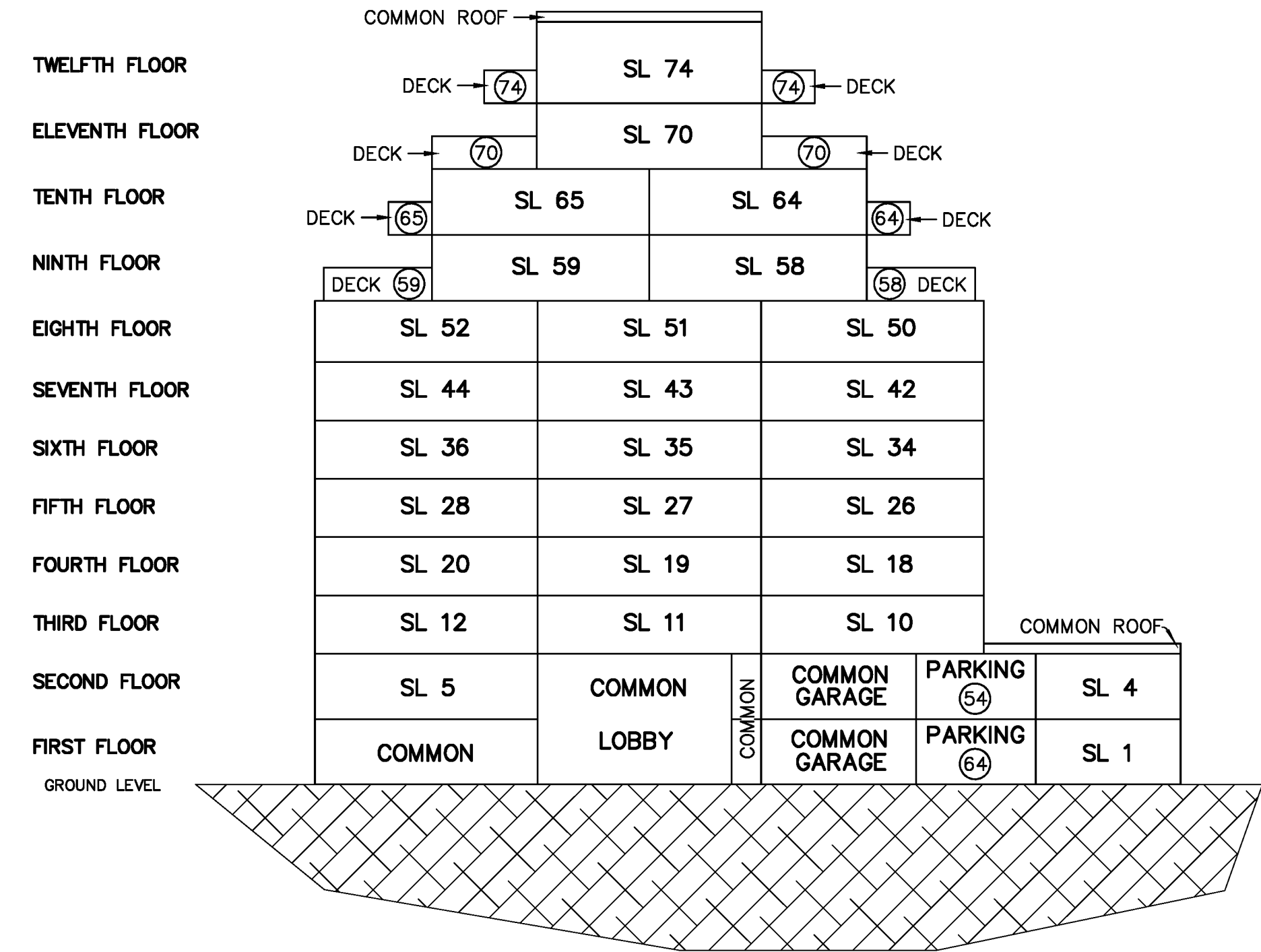
BCGS 82E.043
SCALE 1:250



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

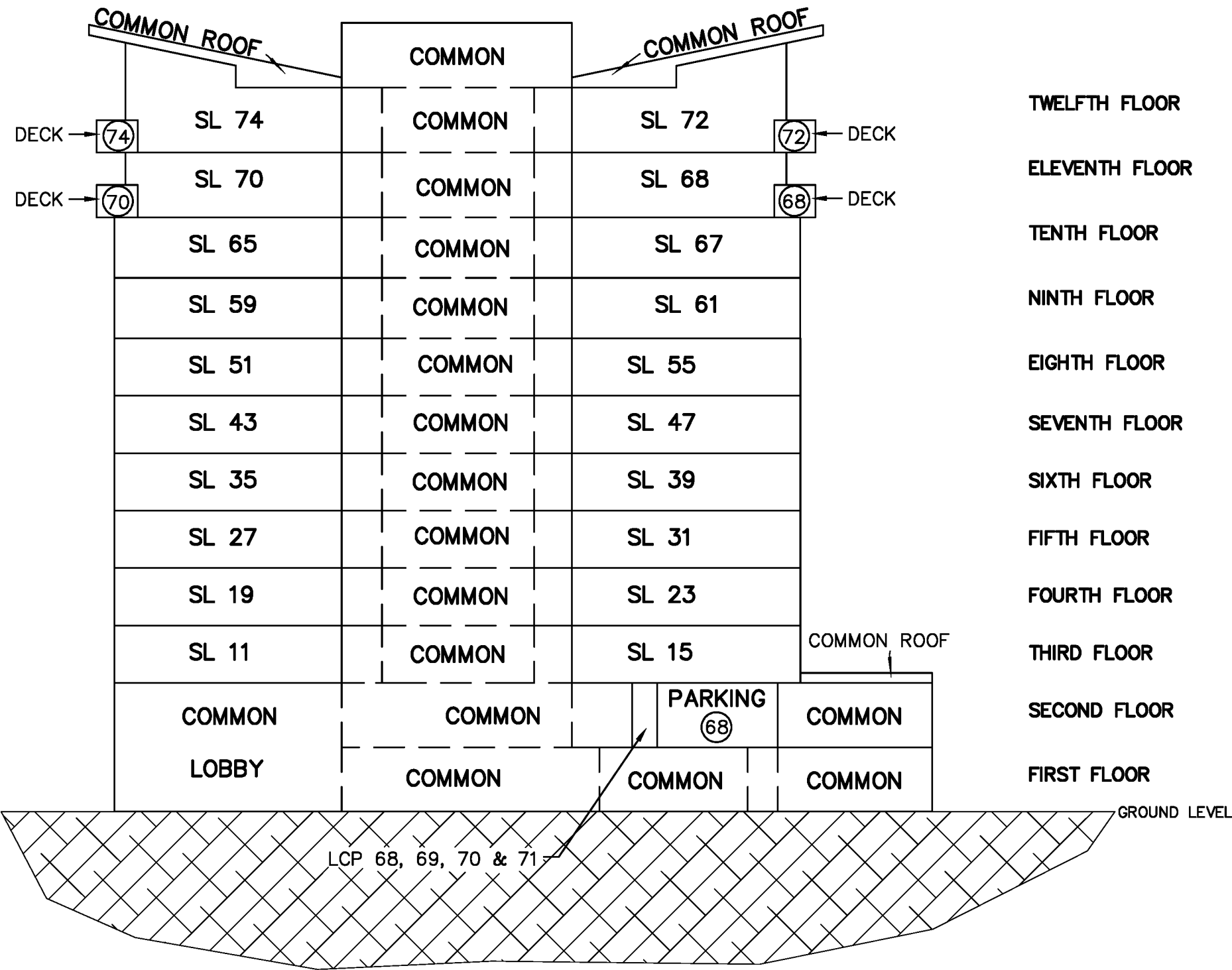
BCGS 82E.043
SCALE 1:250



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



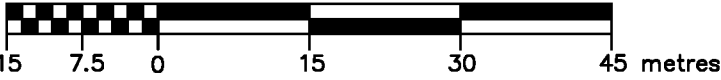
STEVEN J. BUZIKIEVICH, BCLS DATED
THIS 6th DAY OF JULY, 2018.

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

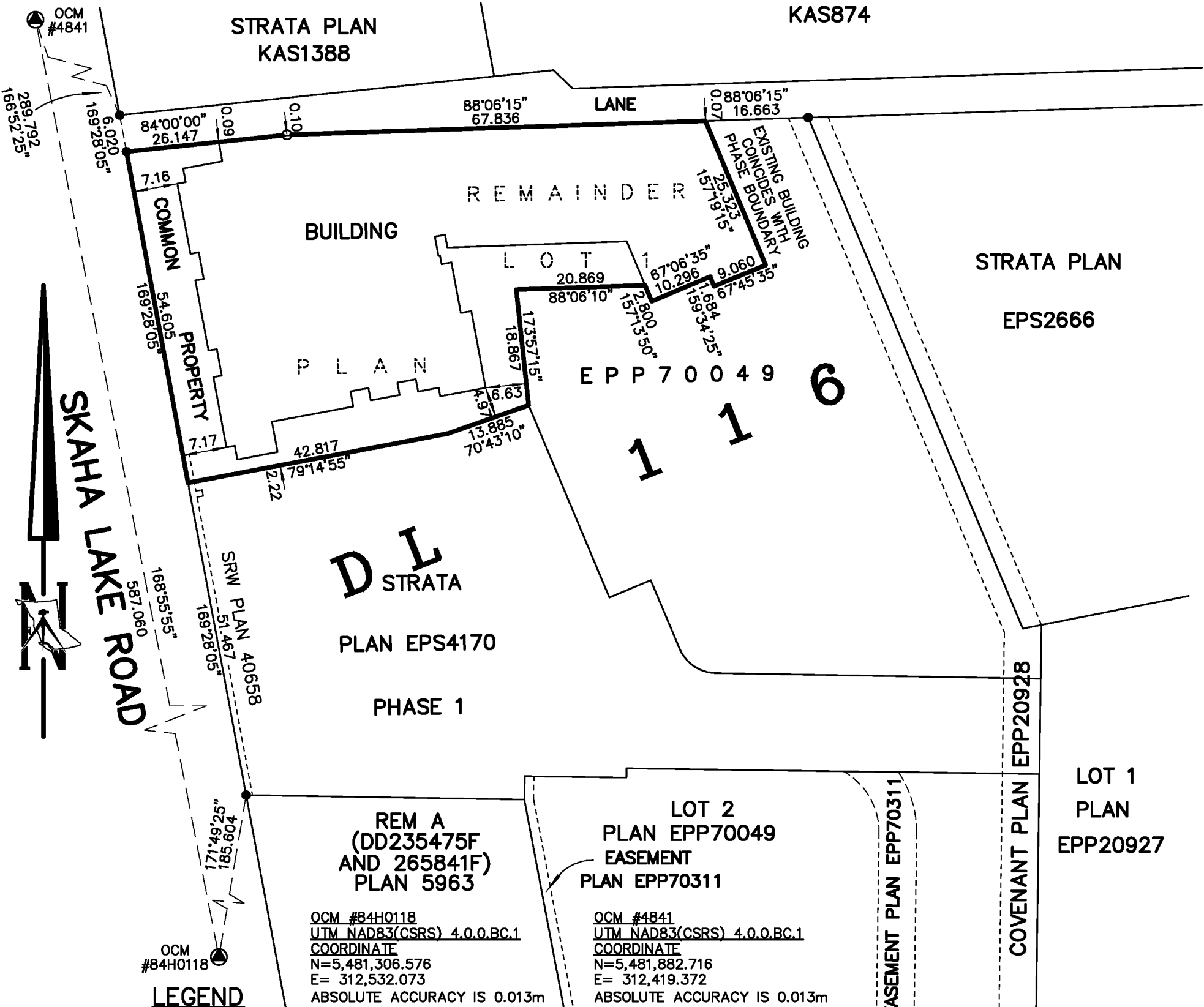


CITY OF PENTICTON

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



- 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
 - m² 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

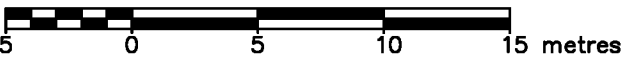
STEVEN J. BUZIKIEVICH
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Phone: (250)492-0559 Fax: (250)492-9851
FILE 18-156
DWG. 18-156-STRATA PLAN-1

EXTERIOR DIMENSIONS

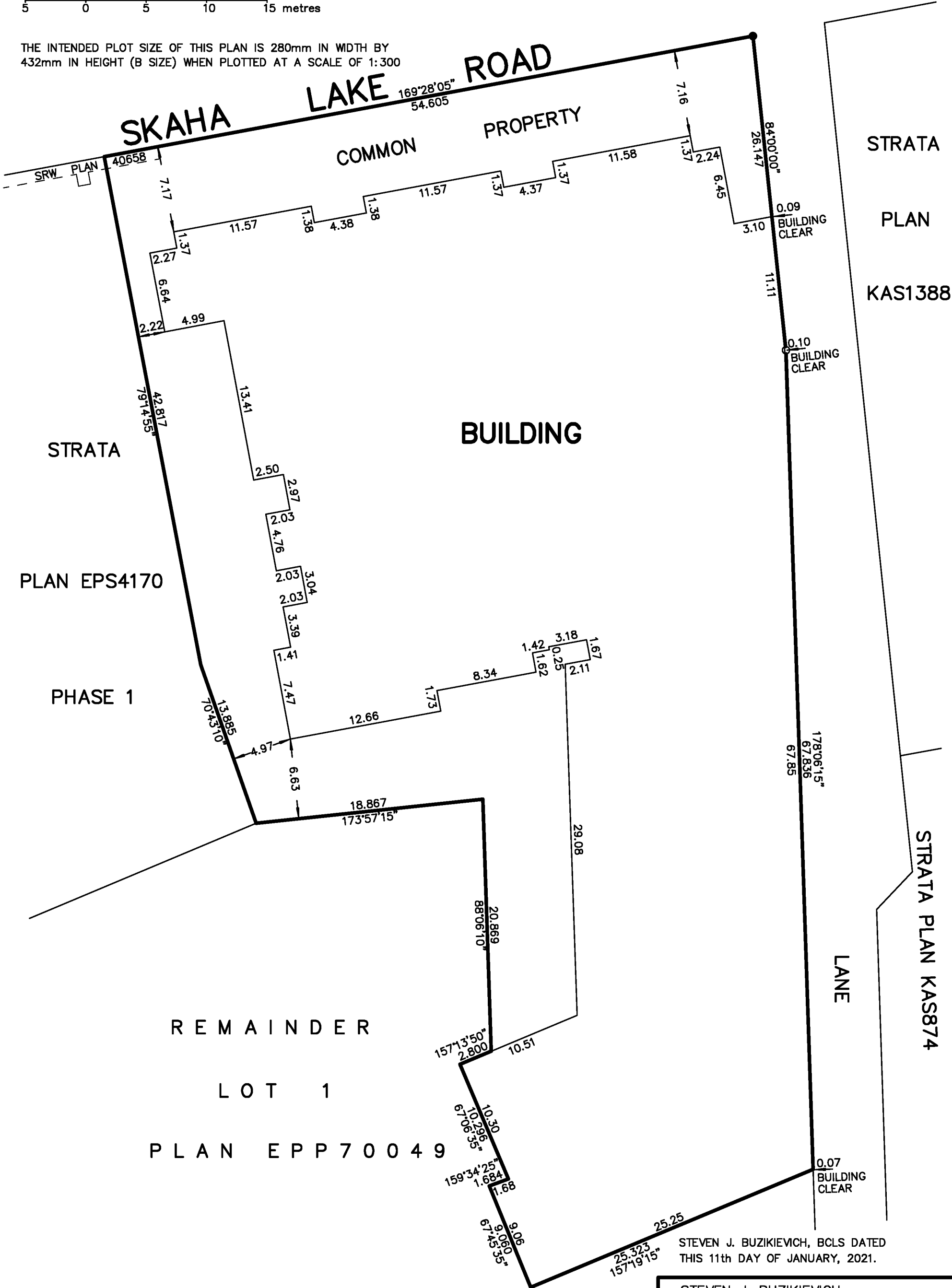
SHEET 2 OF 20 SHEETS

STRATA PLAN EPS4170
PHASE 2

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



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

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FILE 18-156
DWG. 18-156-STRATA PLAN-2

FLOOR PLANS

FIRST FLOOR

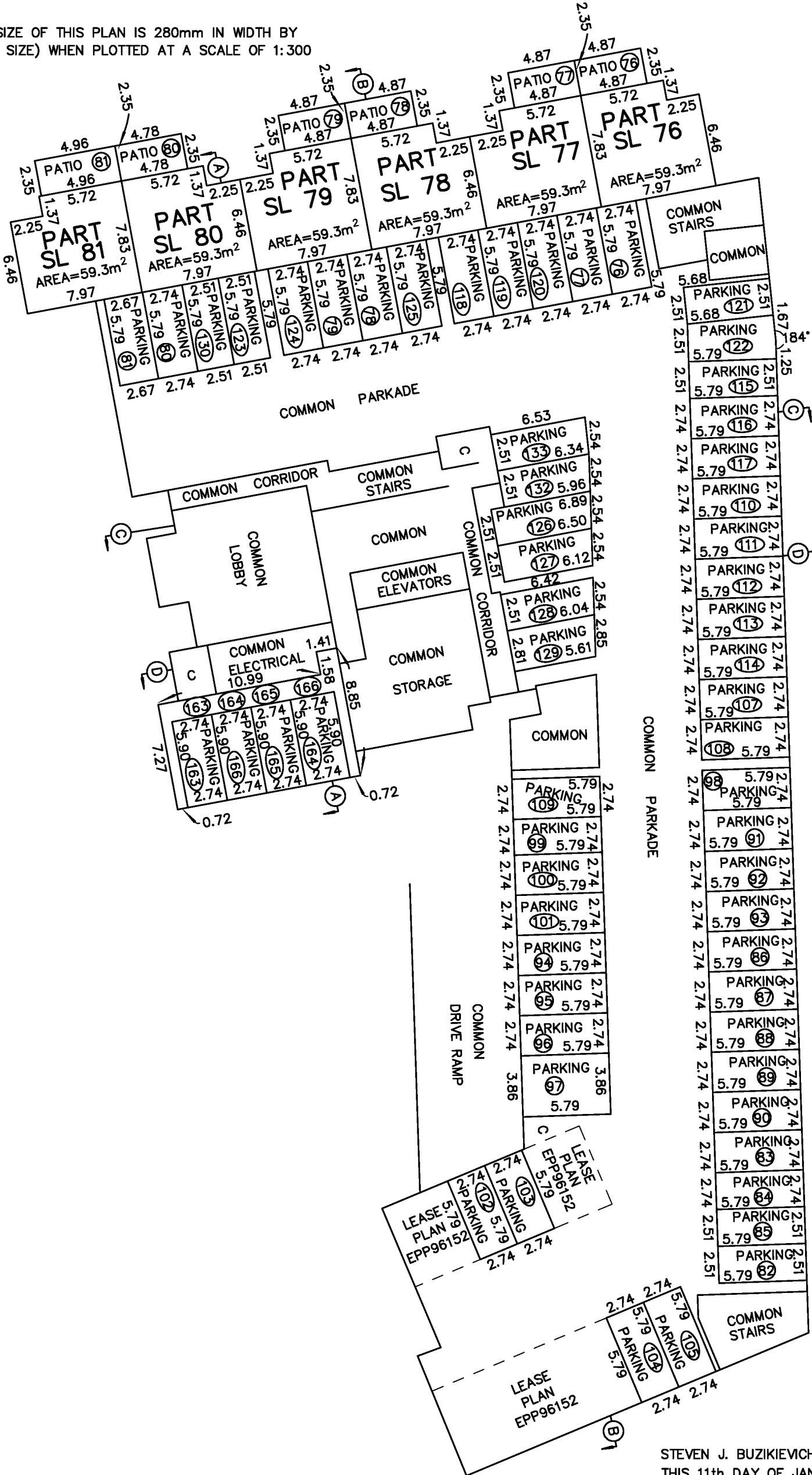
BCGS 82E.043
SCALE 1:300



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



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

FLOOR PLANS

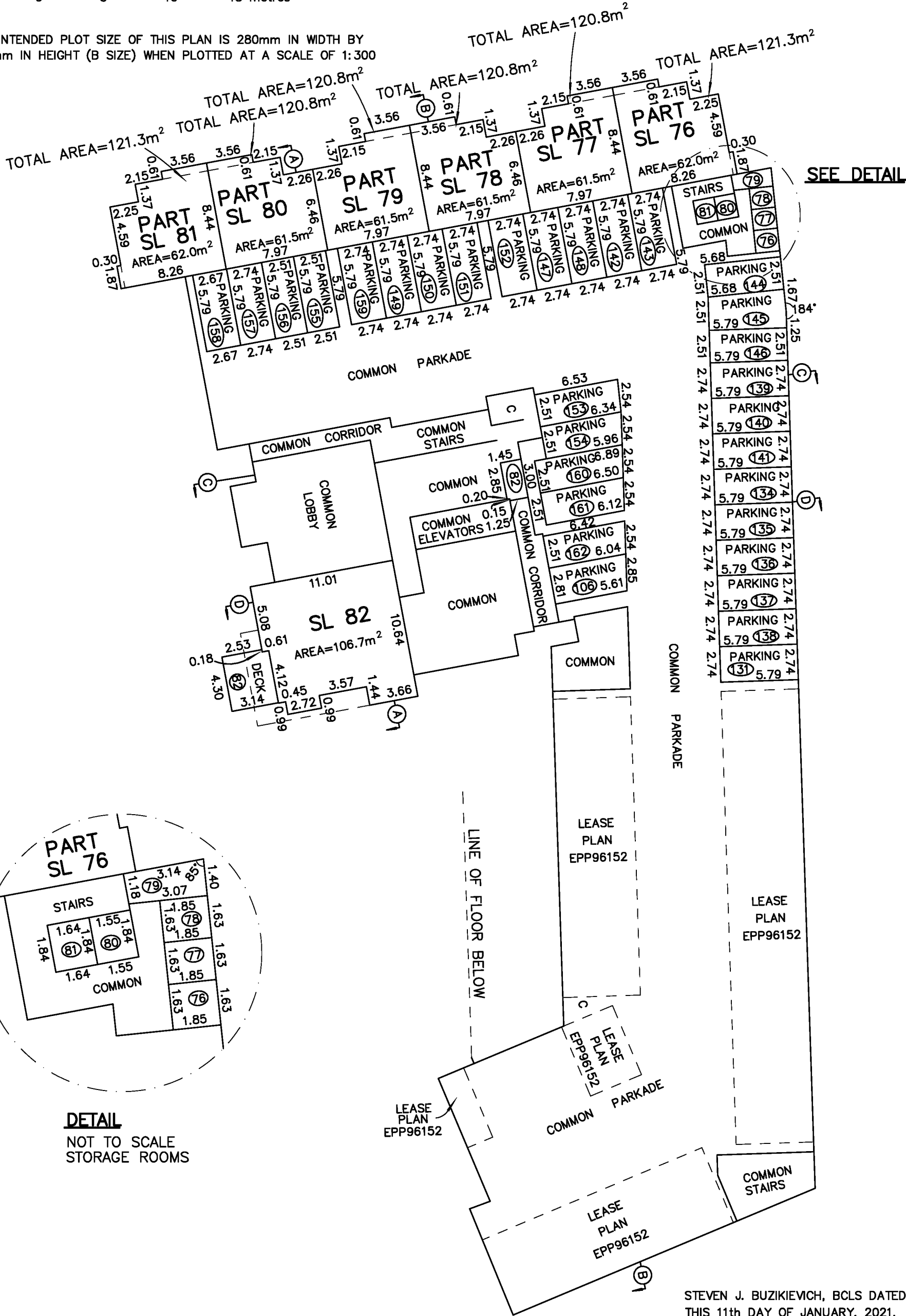
SECOND FLOOR

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



DETAIL
NOT TO SCALE
STORAGE ROOMS

LINE OF FLOOR BELOW

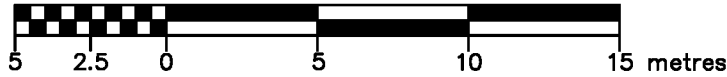


STEVEN J. BUZIKIEVICH, BCLS DATED
THIS 11th DAY OF JANUARY, 2021.

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FILE 18-156
DWG. 18-156-STRATA PLAN-4

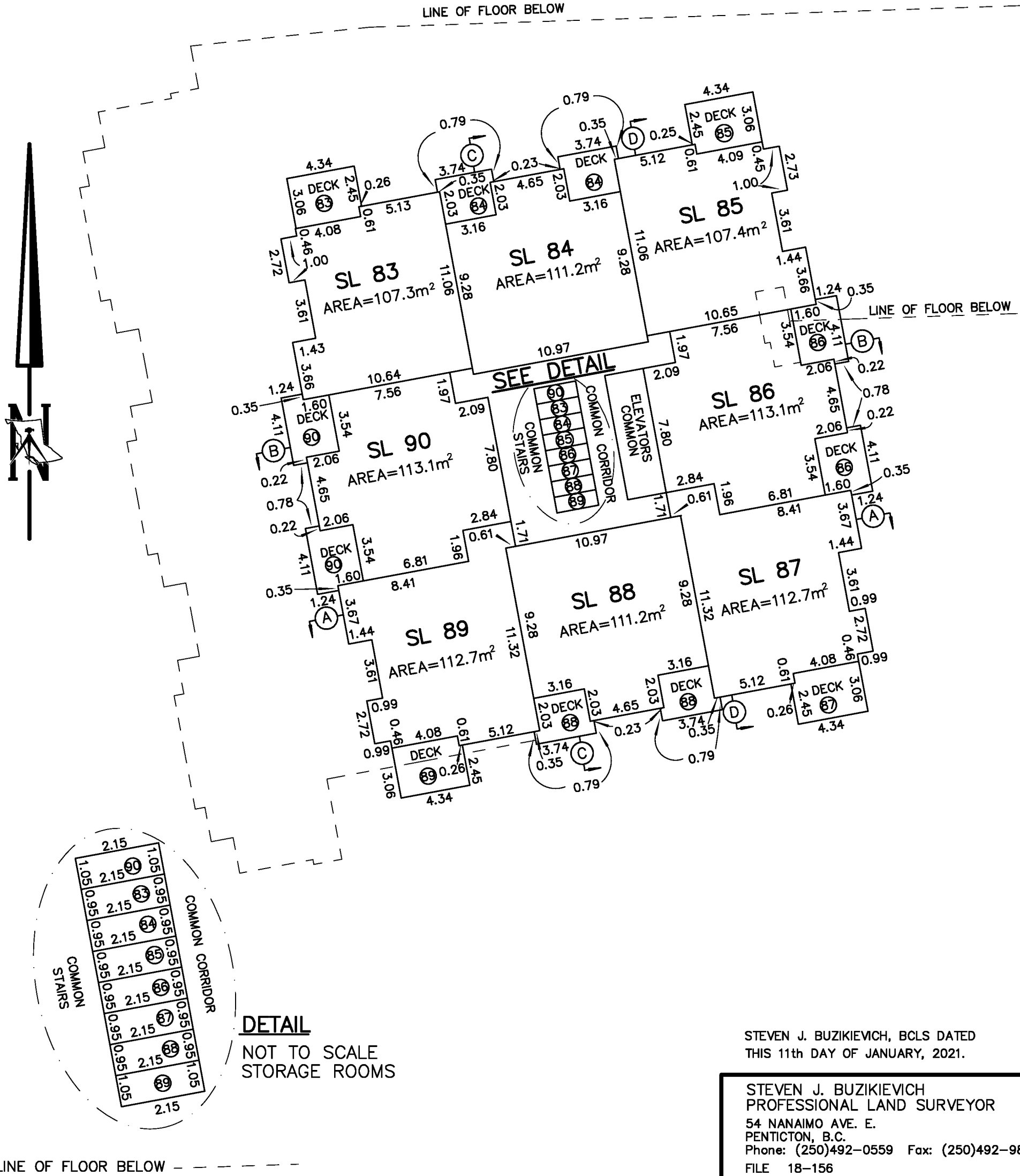
FLOOR PLANS
THIRD FLOOR

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

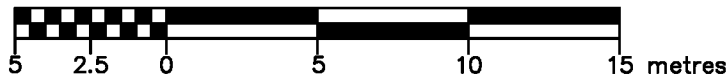


FLOOR PLANS

FOURTH FLOOR

BCGS 82E.043

SCALE 1:250

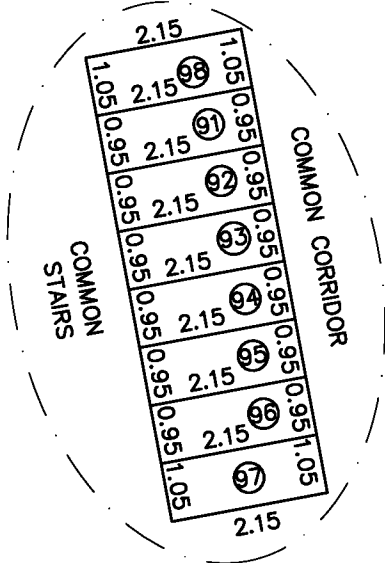
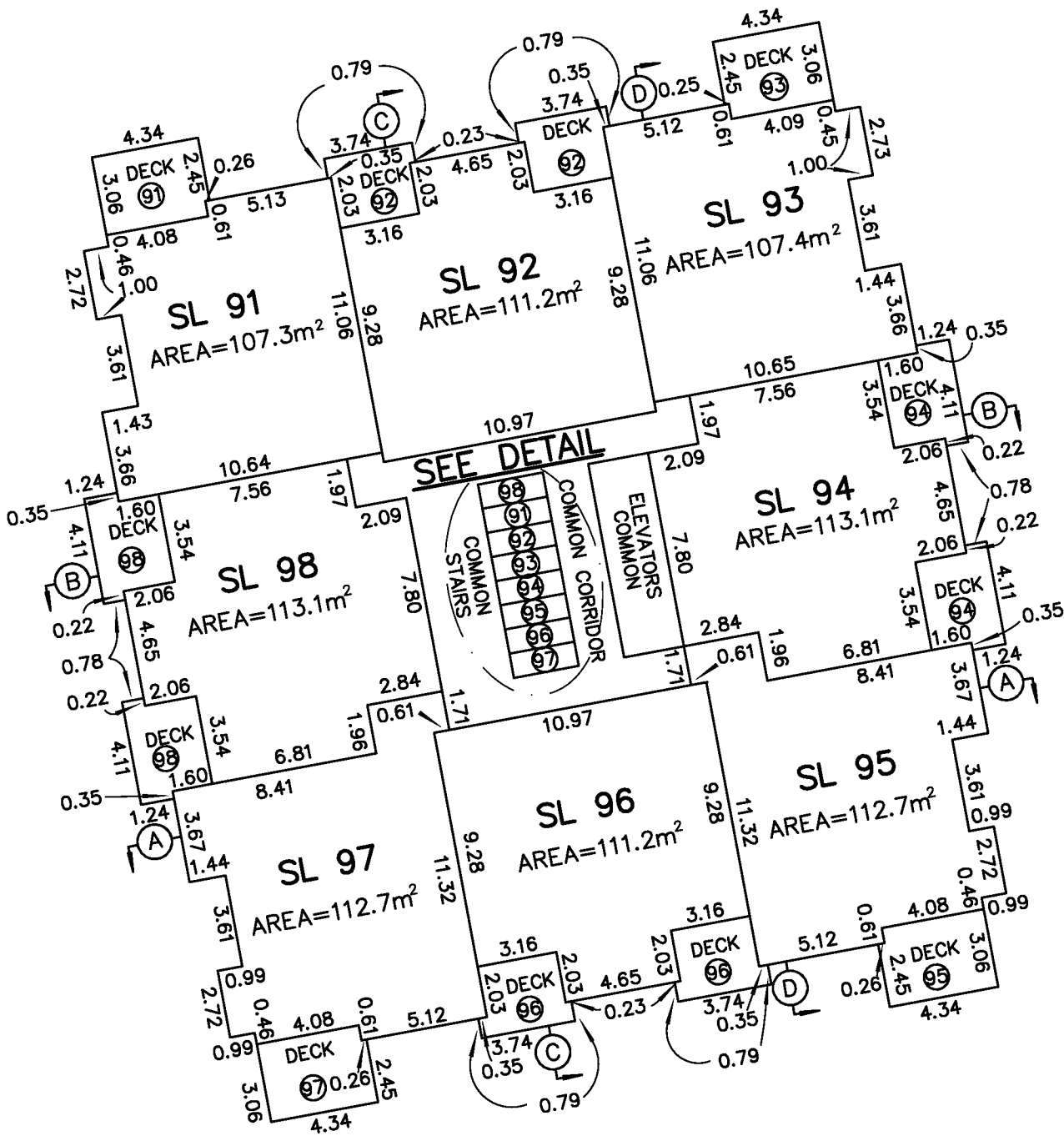
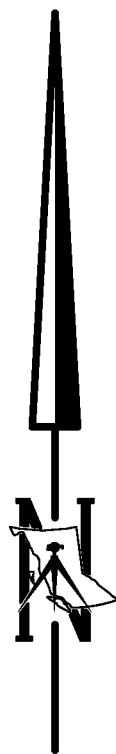


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 6 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



DETAIL
NOT TO SCALE
STORAGE ROOMS

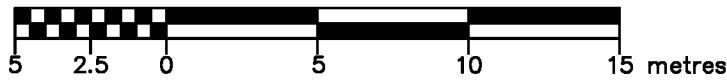
LINE OF FLOOR BELOW - - - - -

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FILE 18-156
DWG. 18-156-STRATA PLAN-6

FLOOR PLANS
FIFTH FLOOR

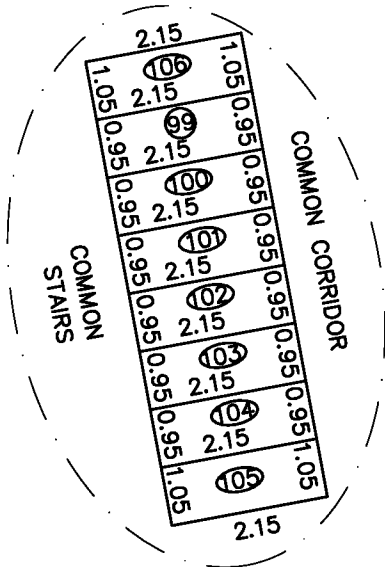
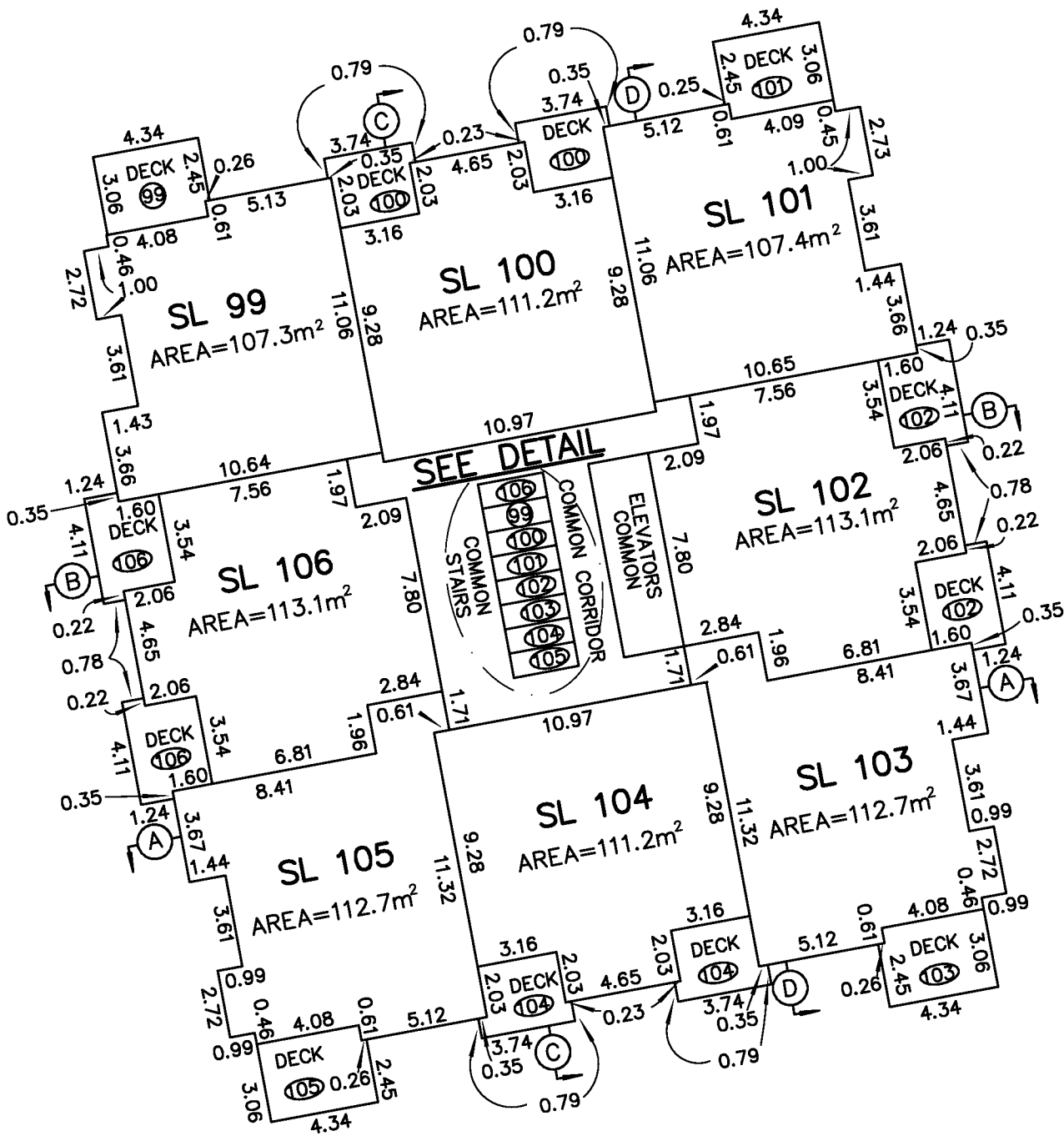
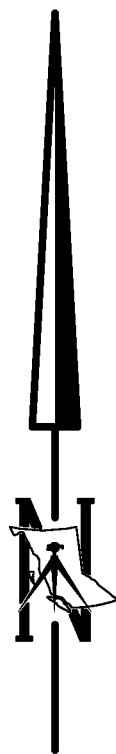
BCGS 82E.043
SCALE 1:250



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

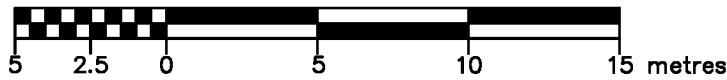
LINE OF FLOOR BELOW - - - - -

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

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FILE 18-156
DWG. 18-156-STRATA PLAN-7

FLOOR PLANS
SIXTH FLOOR

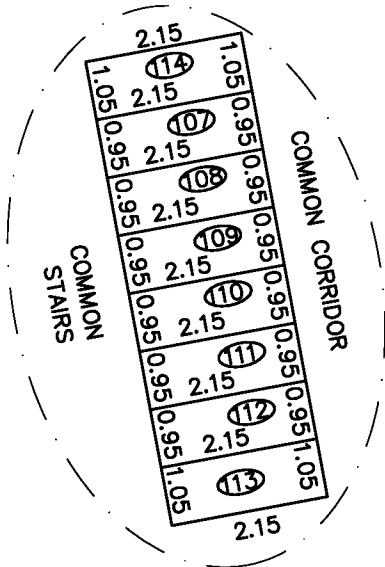
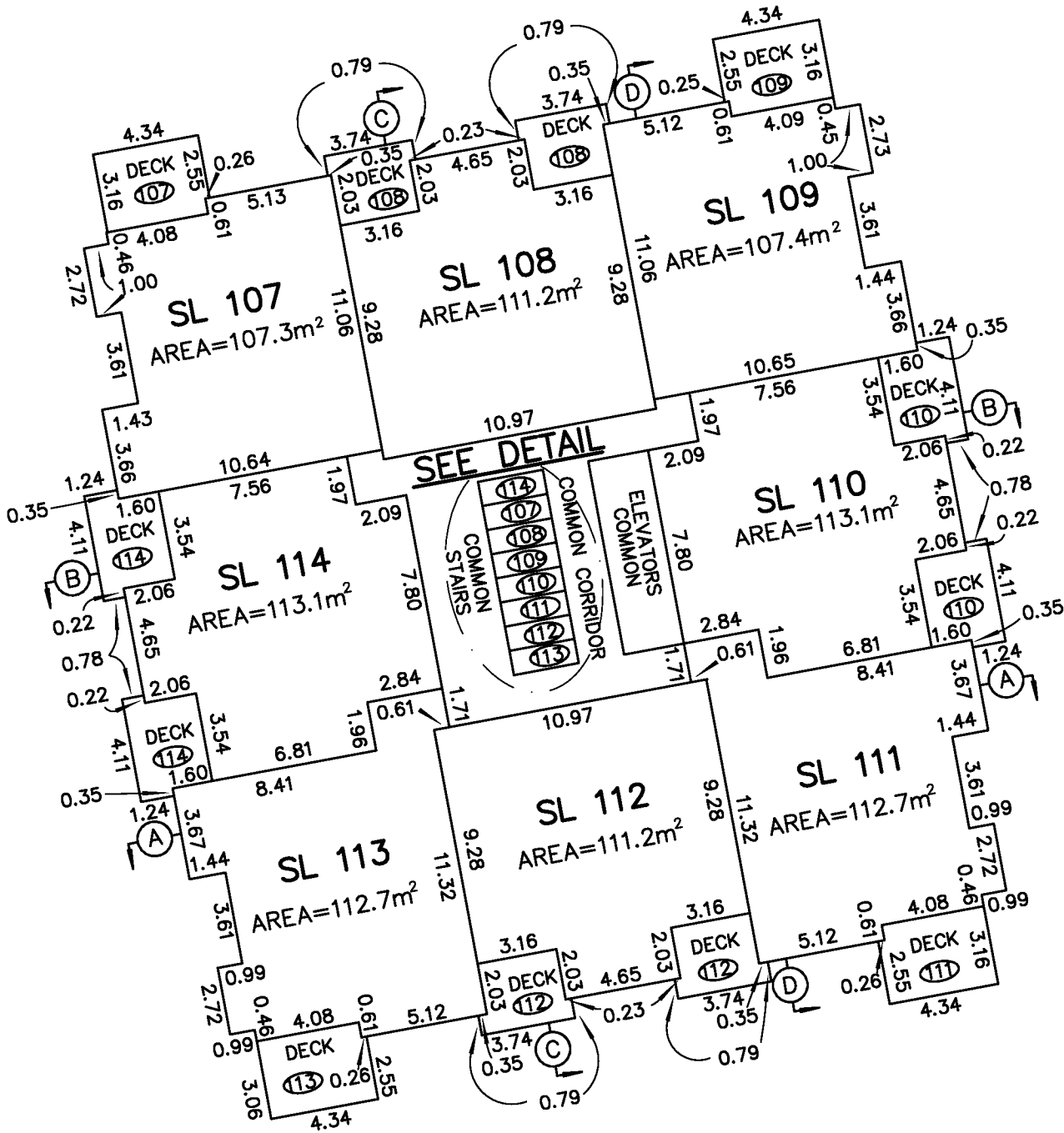
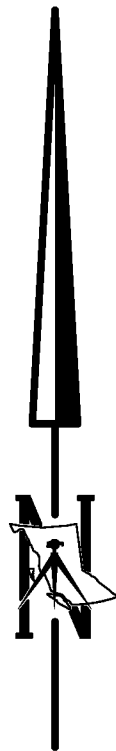
BCGS 82E.043
SCALE 1:250



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 - - - - -

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THIS 11th DAY OF JANUARY, 2021.

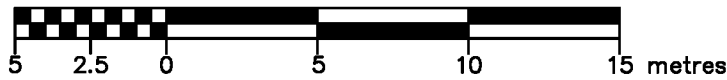
STEVEN J. BUZIKIEVICH
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DWG. 18-156-STRATA PLAN-8

FLOOR PLANS

SEVENTH FLOOR

BCGS 82E.043

SCALE 1:250

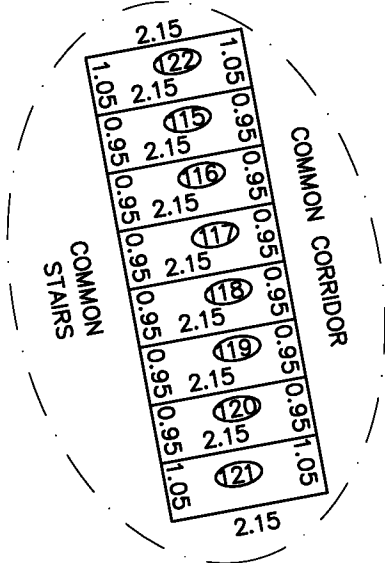
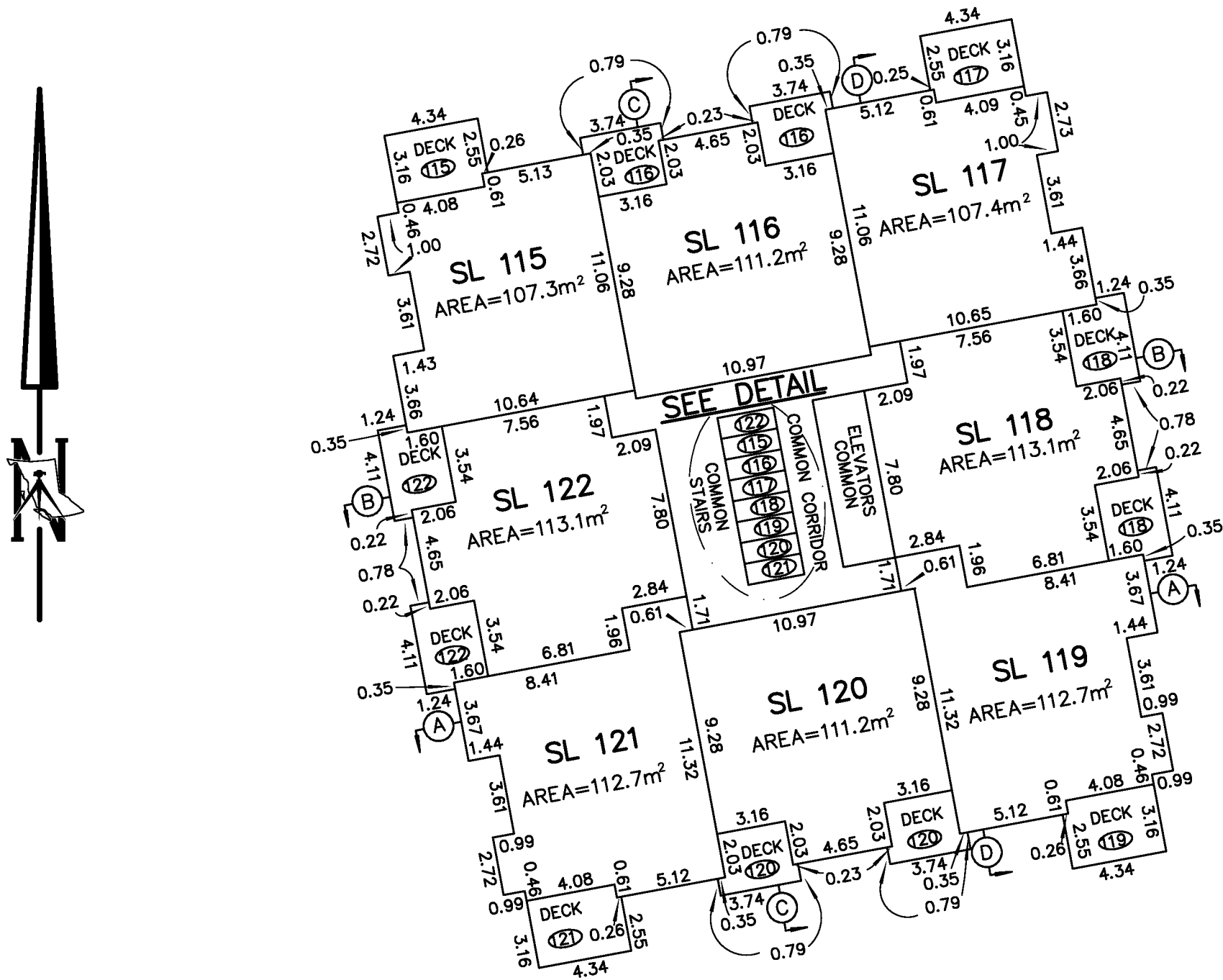


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 9 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



DETAIL
NOT TO SCALE
STORAGE ROOMS

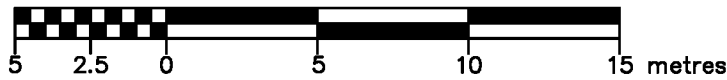
LINE OF FLOOR BELOW - - - - -

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FILE 18-156
DWG. 18-156-STRATA PLAN-9

FLOOR PLANS
EIGHTH FLOOR

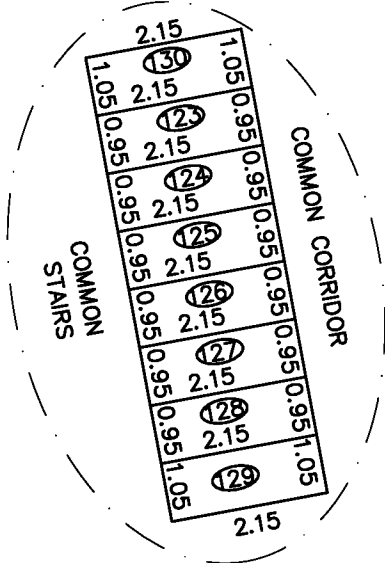
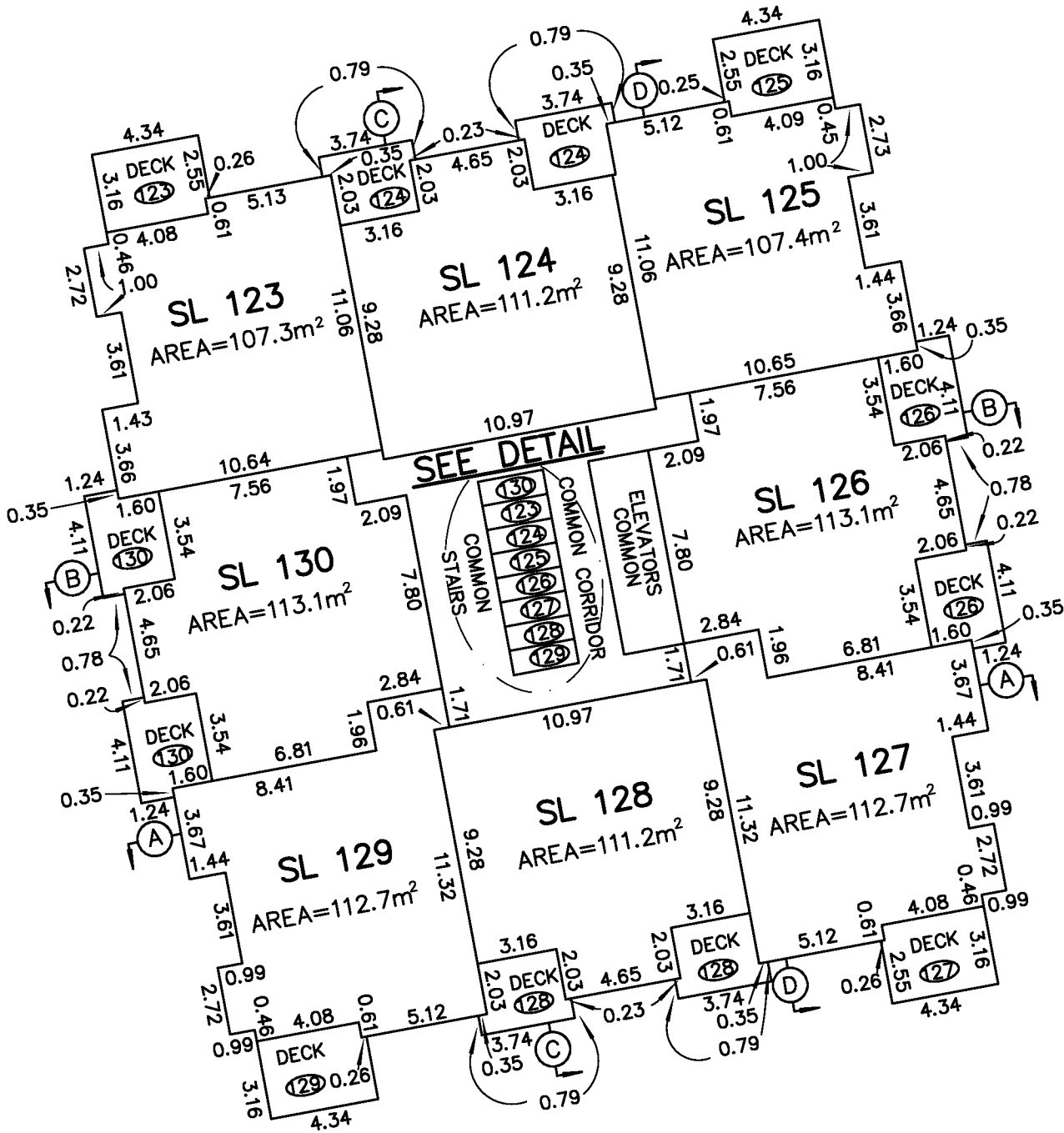
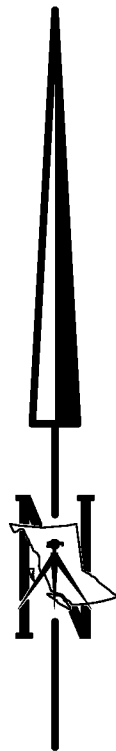
BCGS 82E.043
SCALE 1:250



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 - - - - -

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THIS 11th DAY OF JANUARY, 2021.

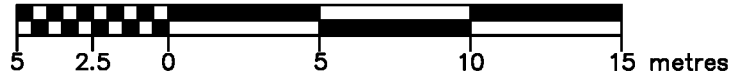
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FILE 18-156
DWG. 18-156-STRATA PLAN-10

FLOOR PLANS

NINTH FLOOR

BCGS 82E.043

SCALE 1:250

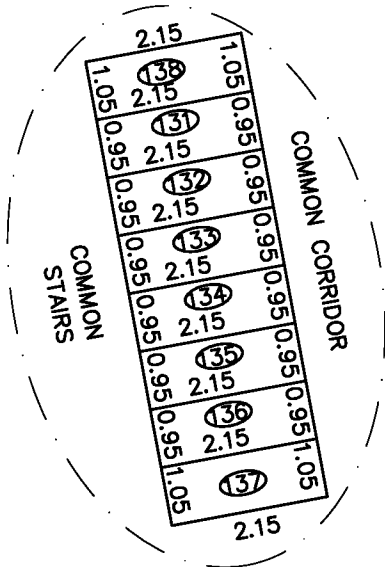
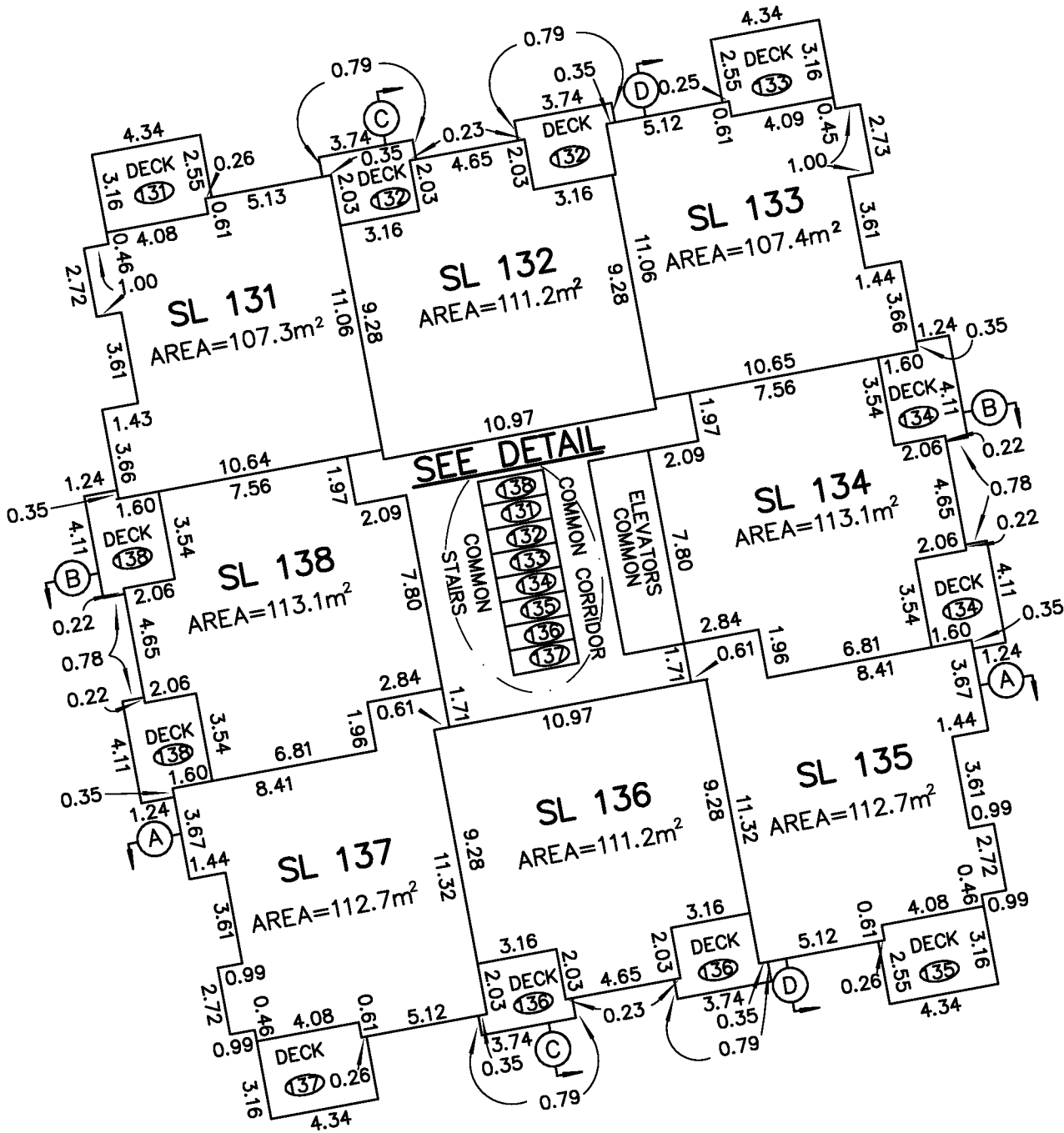
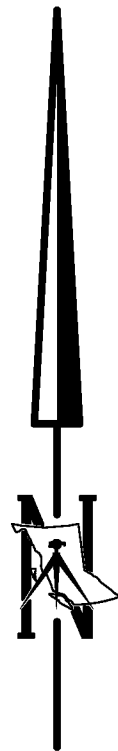


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 11 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



DETAIL
NOT TO SCALE
STORAGE ROOMS

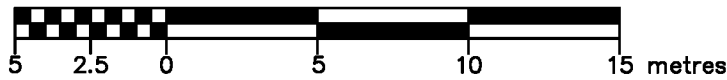
STEVEN J. BUZIKIEVICH, BCLS DATED
THIS 11th DAY OF JANUARY, 2021.

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FILE 18-156
DWG. 18-156-STRATA PLAN-11

LINE OF FLOOR BELOW - - - - -

FLOOR PLANS
TENTH FLOOR

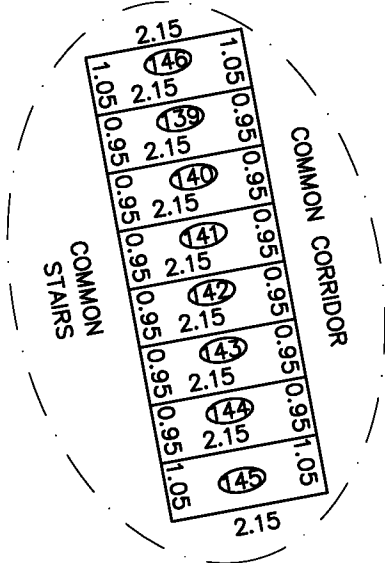
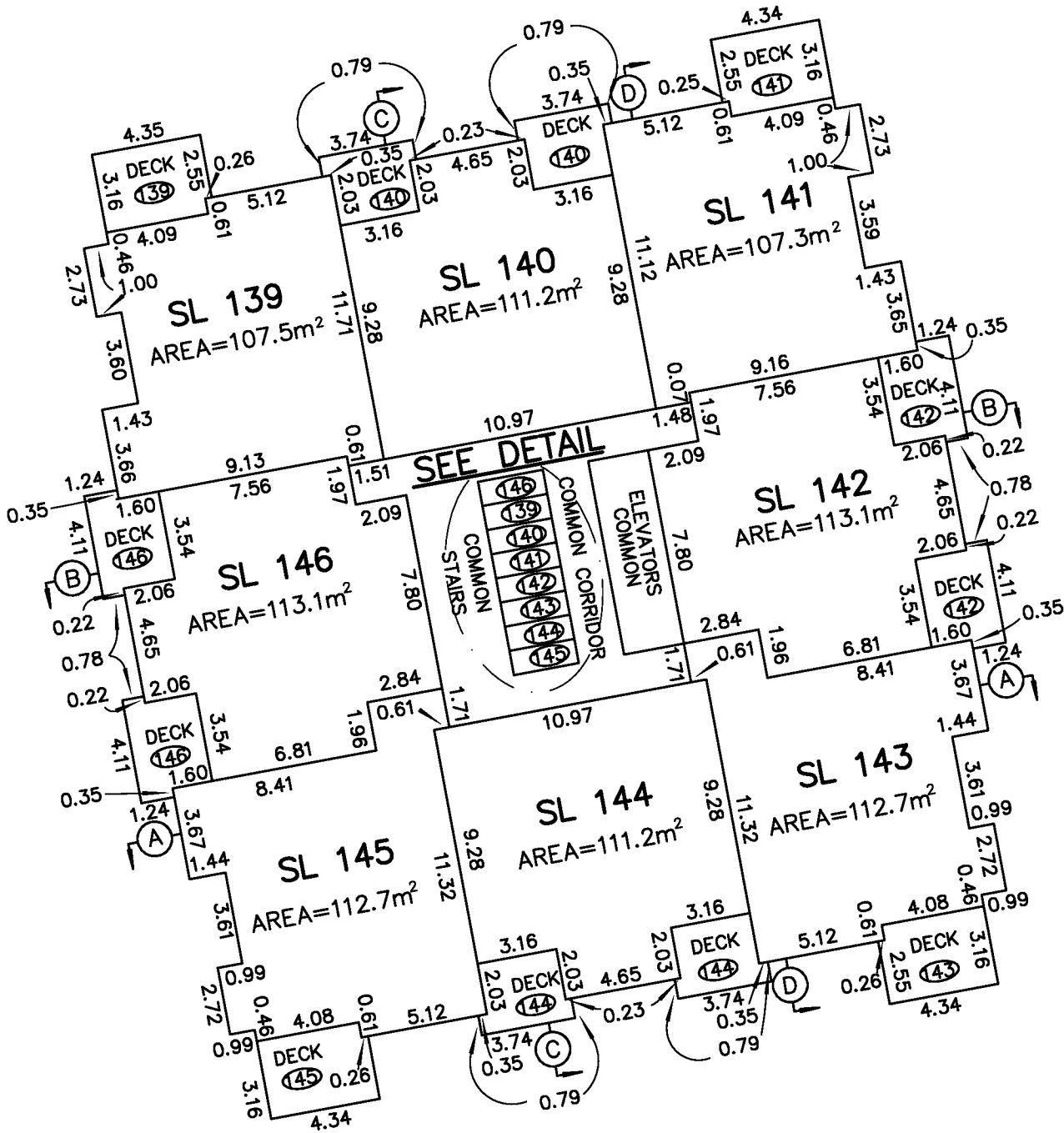
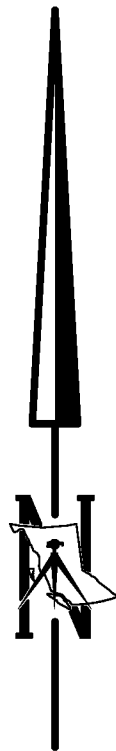
BCGS 82E.043
SCALE 1:250



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

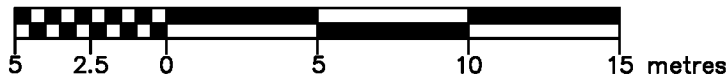
LINE OF FLOOR BELOW - - - - -

FLOOR PLANS

ELEVENTH FLOOR

BCGS 82E.043

SCALE 1:250

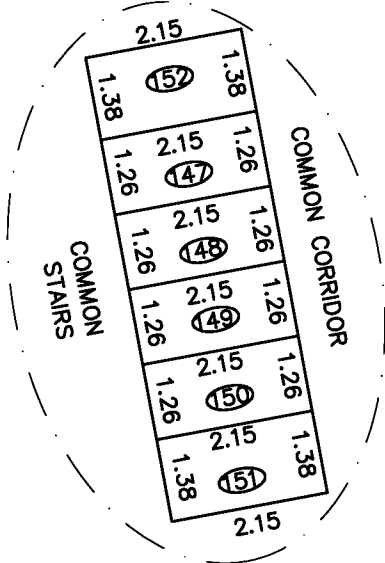
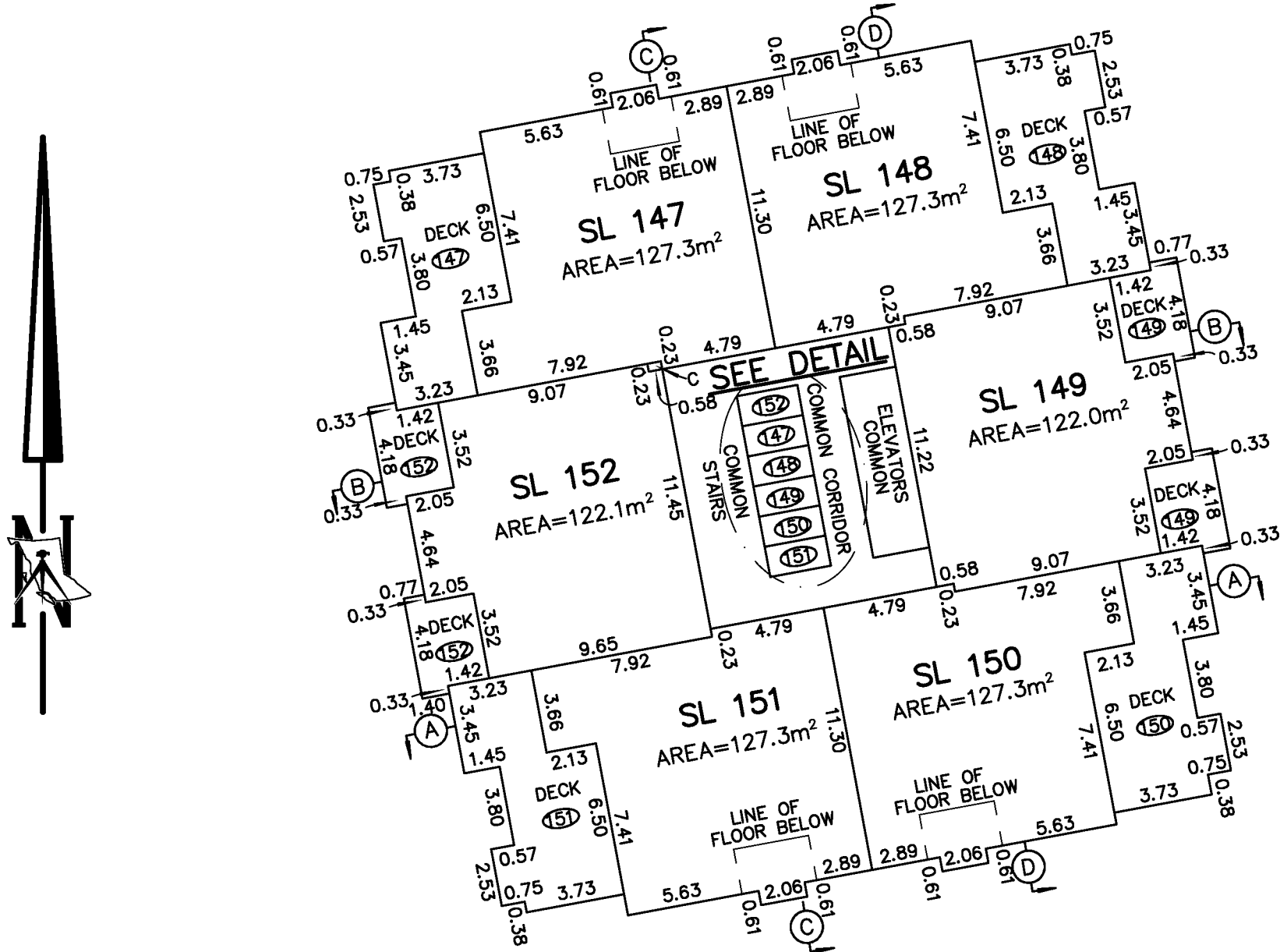


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 13 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



DETAIL
NOT TO SCALE
STORAGE ROOMS

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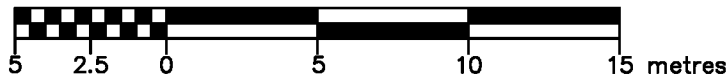
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FILE 18-156
DWG. 18-156-STRATA PLAN-13

FLOOR PLANS

TWELTH FLOOR

BCGS 82E.043

SCALE 1:250

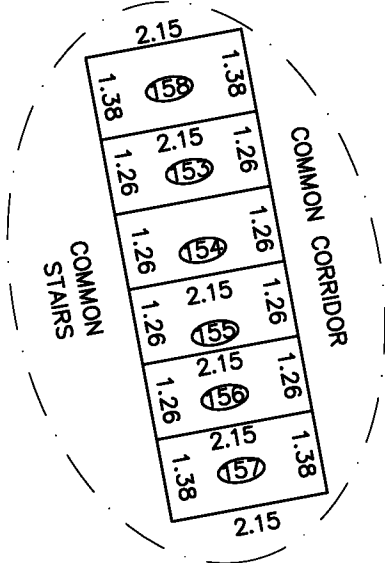
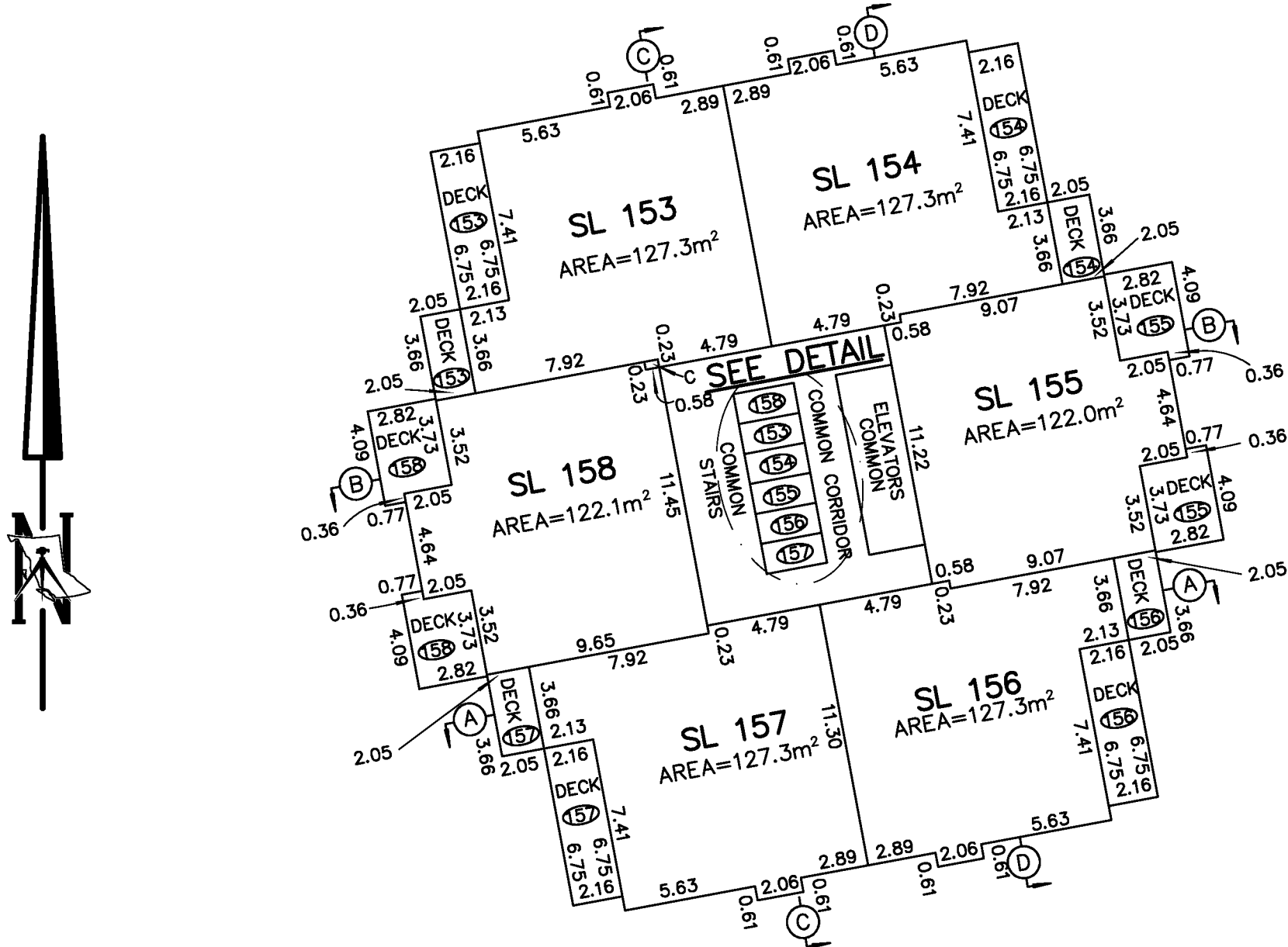


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 14 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



DETAIL
NOT TO SCALE
STORAGE ROOMS

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

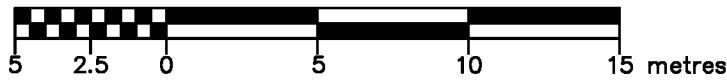
LINE OF FLOOR BELOW - - - - -

FLOOR PLANS

THIRTEENTH FLOOR

BCGS 82E.043

SCALE 1:250

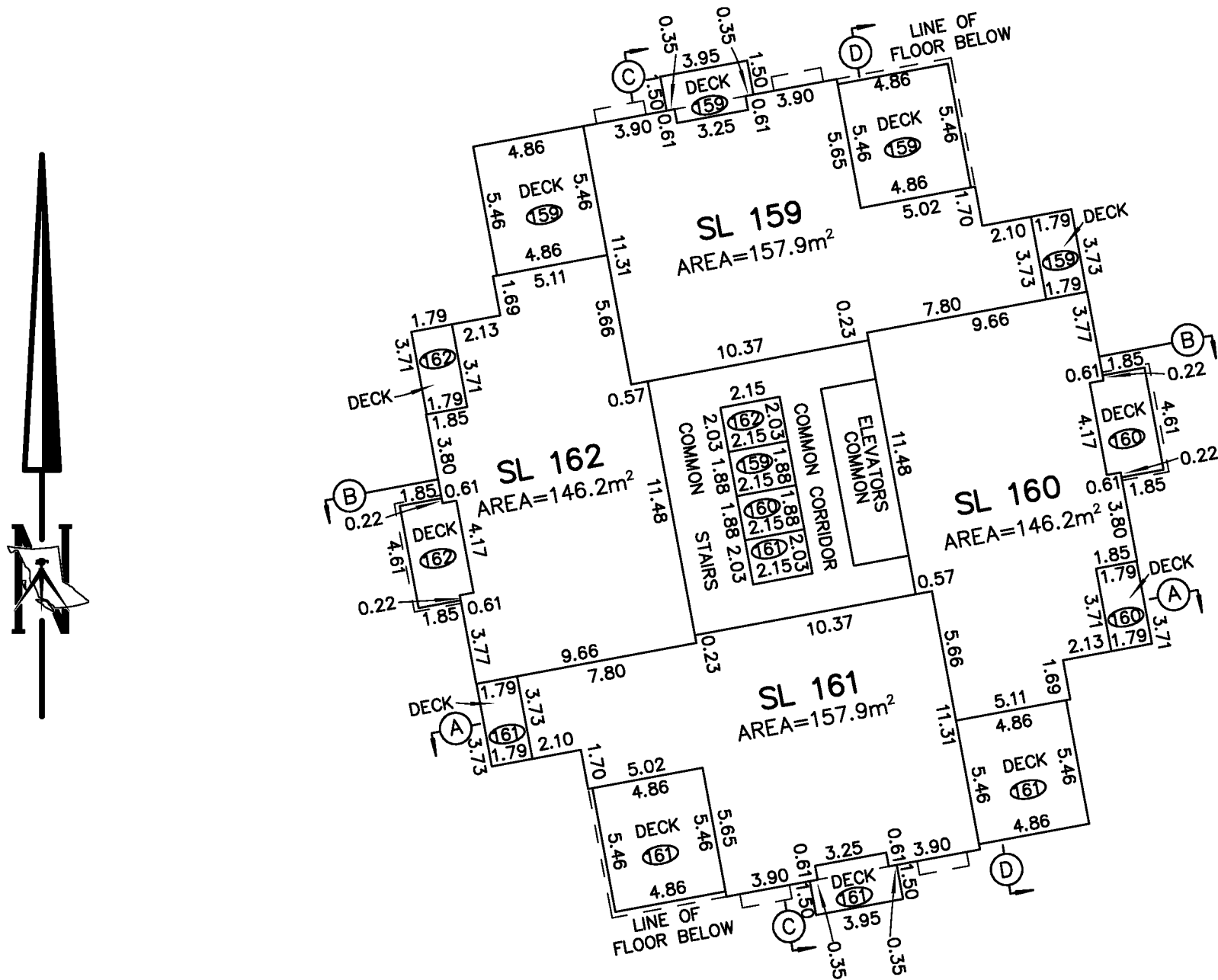


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

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.

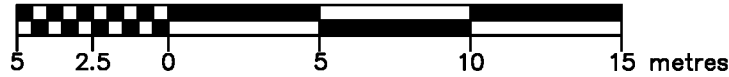
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FILE 18-156
DWG. 18-156-STRATA PLAN-15

FLOOR PLANS

FOURTEENTH FLOOR

BCGS 82E.043

SCALE 1:250

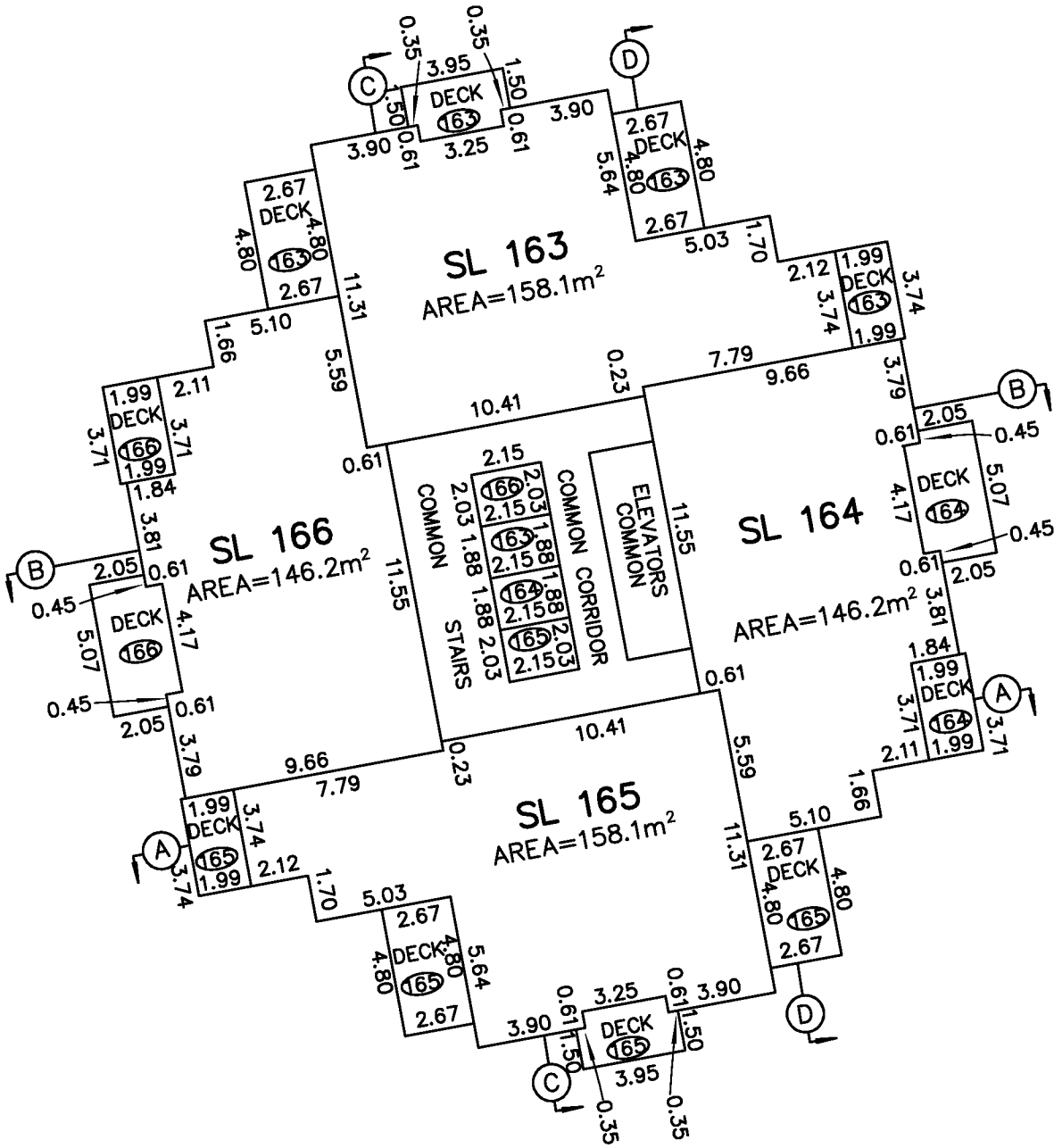
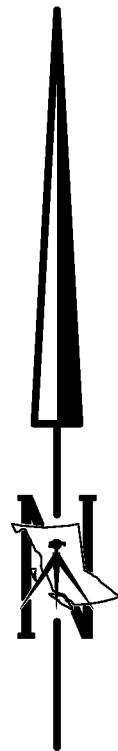


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 16 OF 20 SHEETS

STRATA PLAN EPS4170

PHASE 2



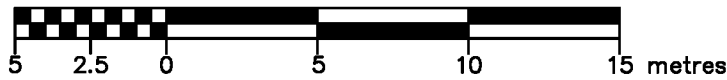
LINE OF FLOOR BELOW - - - - -

STEVEN J. BUZIKIEVICH, BCLS DATED
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FILE 18-156
DWG. 18-156-STRATA PLAN-16

BUILDING SECTION
SECTION A—A

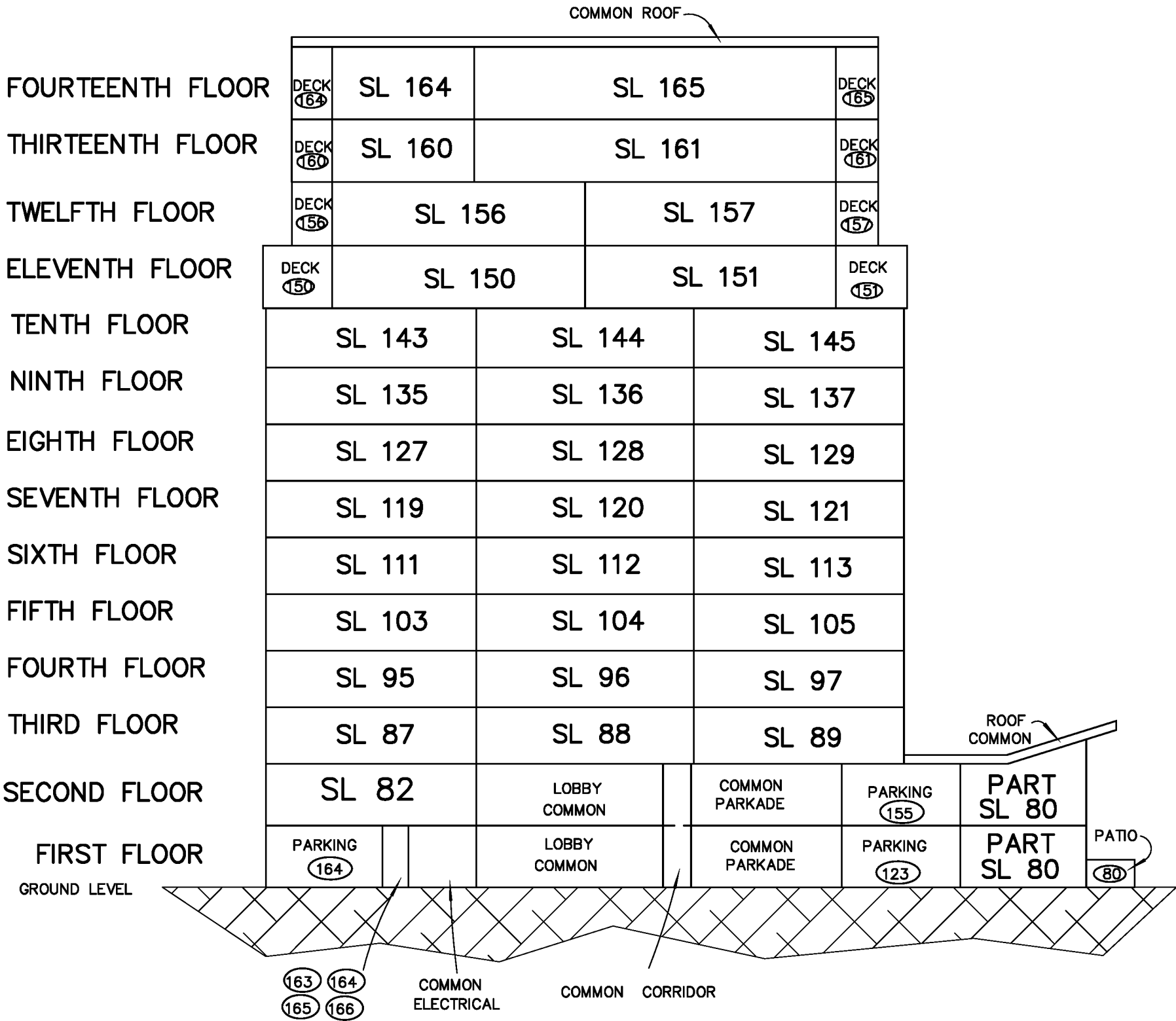
BCGS 82E.043
SCALE 1:250



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
THIS 11th DAY OF JANUARY, 2021.

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FILE 18-156
DWG. 18-156-STRATA PLAN-17

BUILDING SECTION

SECTION B—B

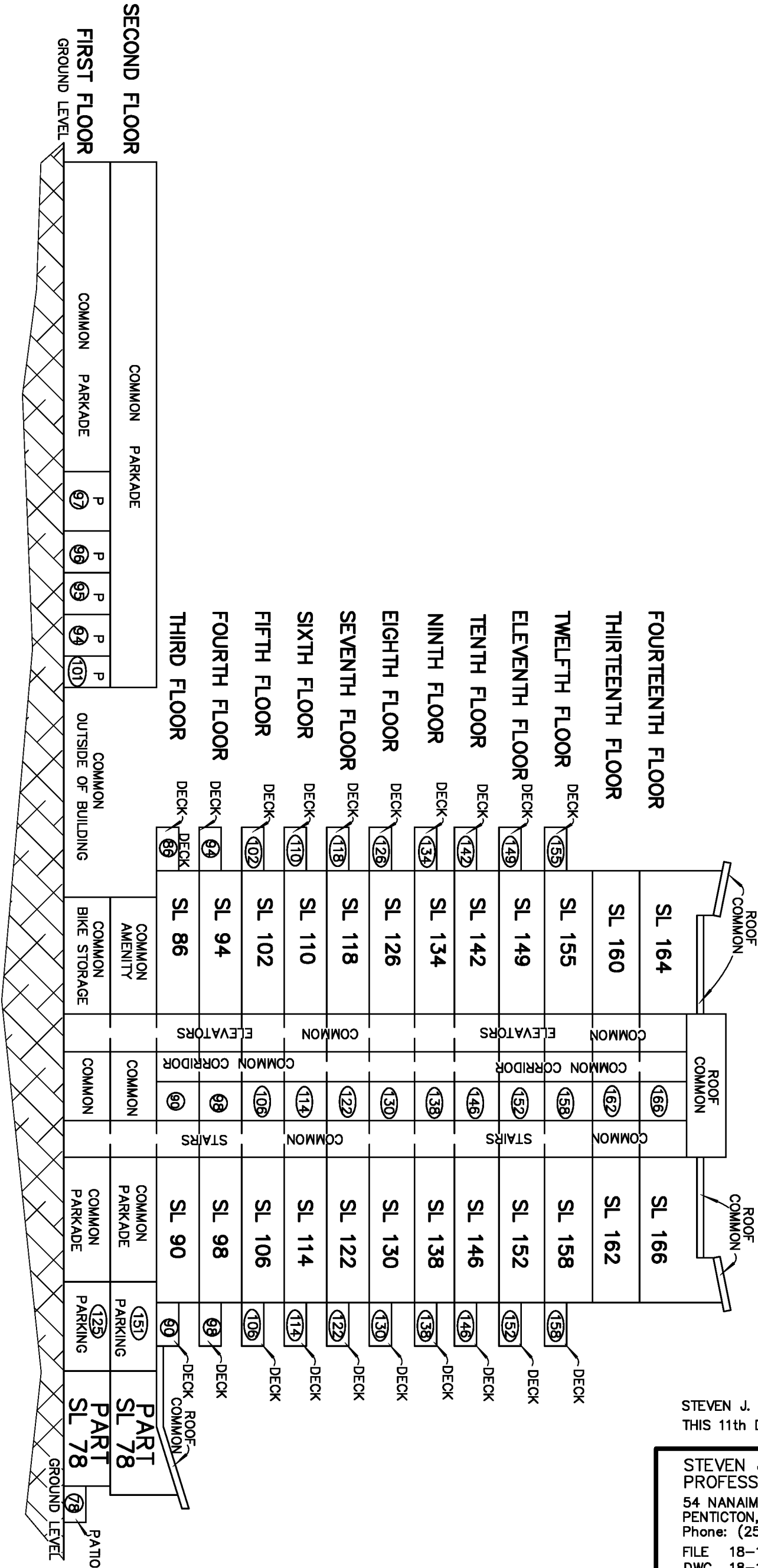
BCGS 82E.043
SCALE 1:300



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

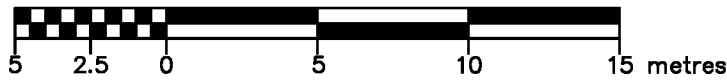


STEVEN J. BUZIKIEVICH, BCLS DATED
THIS 11th DAY OF JANUARY, 2021.

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

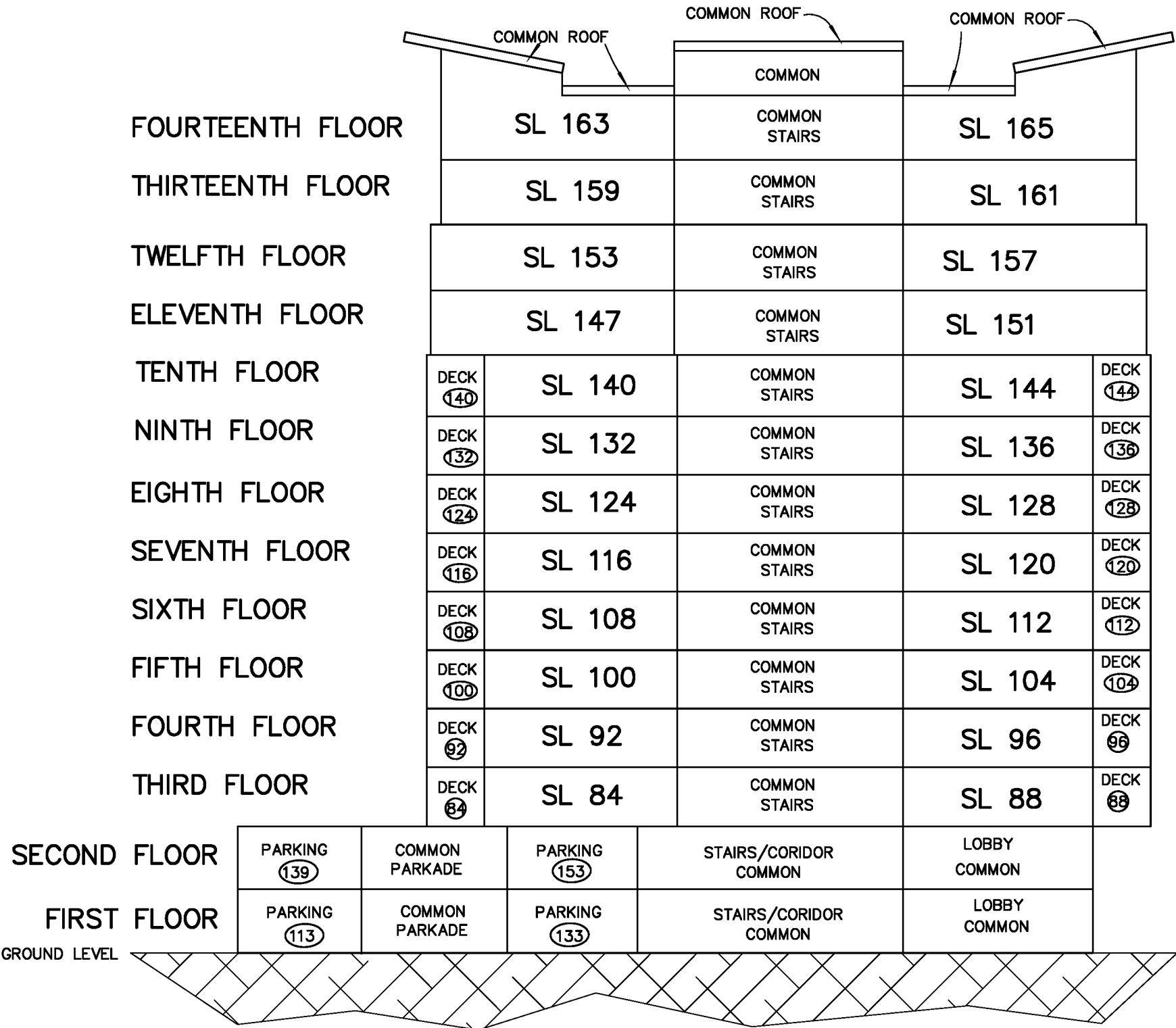
BUILDING SECTION
SECTION C—C

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.

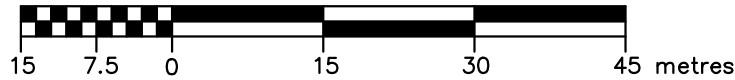
STEVEN J. BUZIKIEVICH
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54 NANAIMO AVE. E.
PENTICTON, B.C.
Phone: (250)492-0559 Fax: (250)492-9851
FILE 18-156
DWG. 18-156-STRATA PLAN-19

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

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

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
- m² 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-SIMLKAMEEN 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.
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Phone: (250)492-0559 Fax: (250)492-9851
FILE 22-0190
DWG. 22-0190-STRATA PLAN-PRELIMINARY

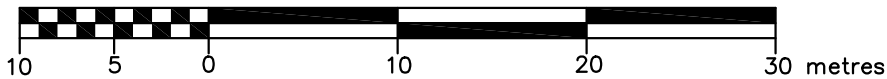
EXTERIOR DIMENSIONS

SHEET 2 OF 20 SHEETS

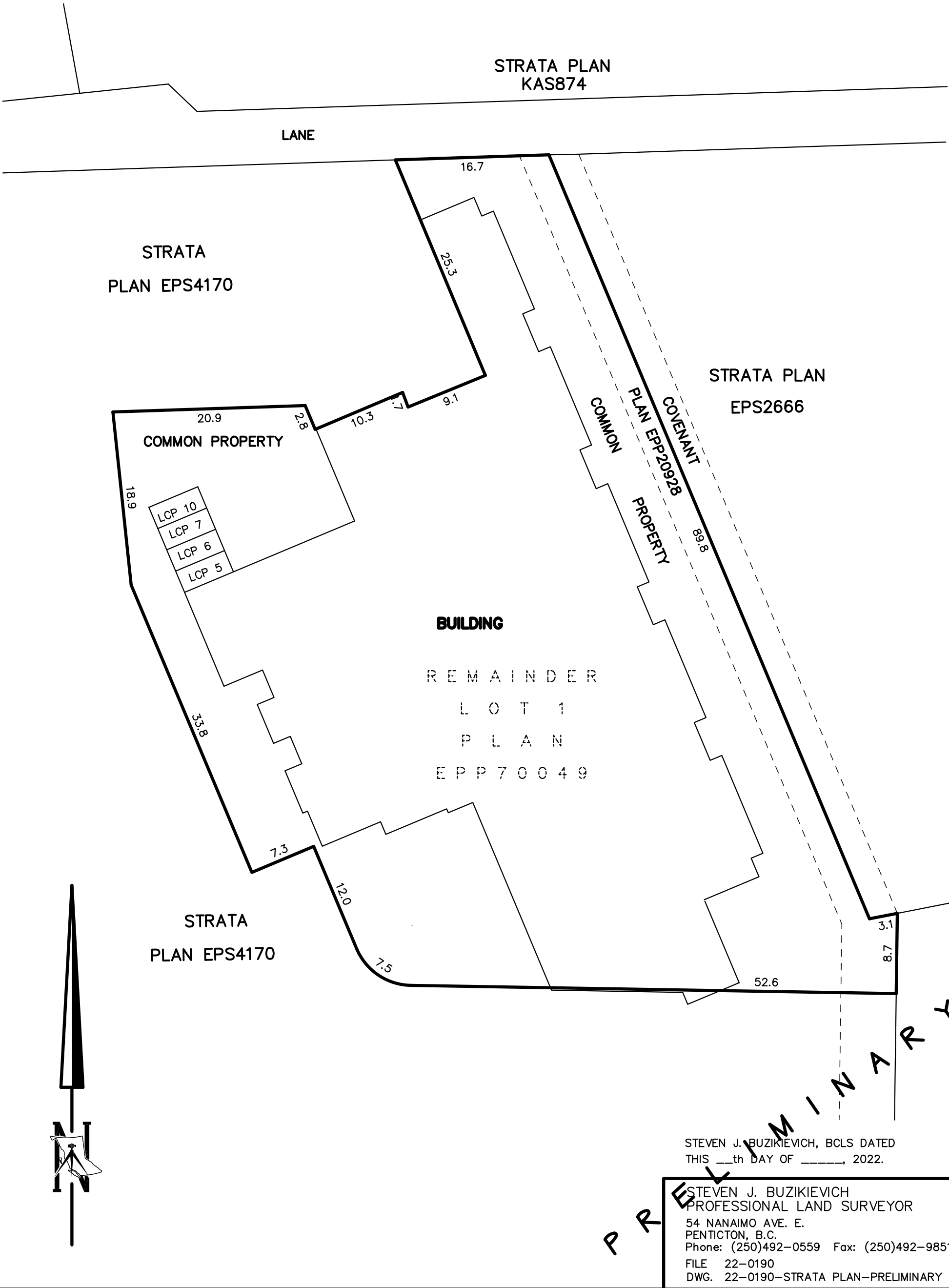
STRATA PLAN EPS4170
PHASE 3

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



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

FIRST FLOOR

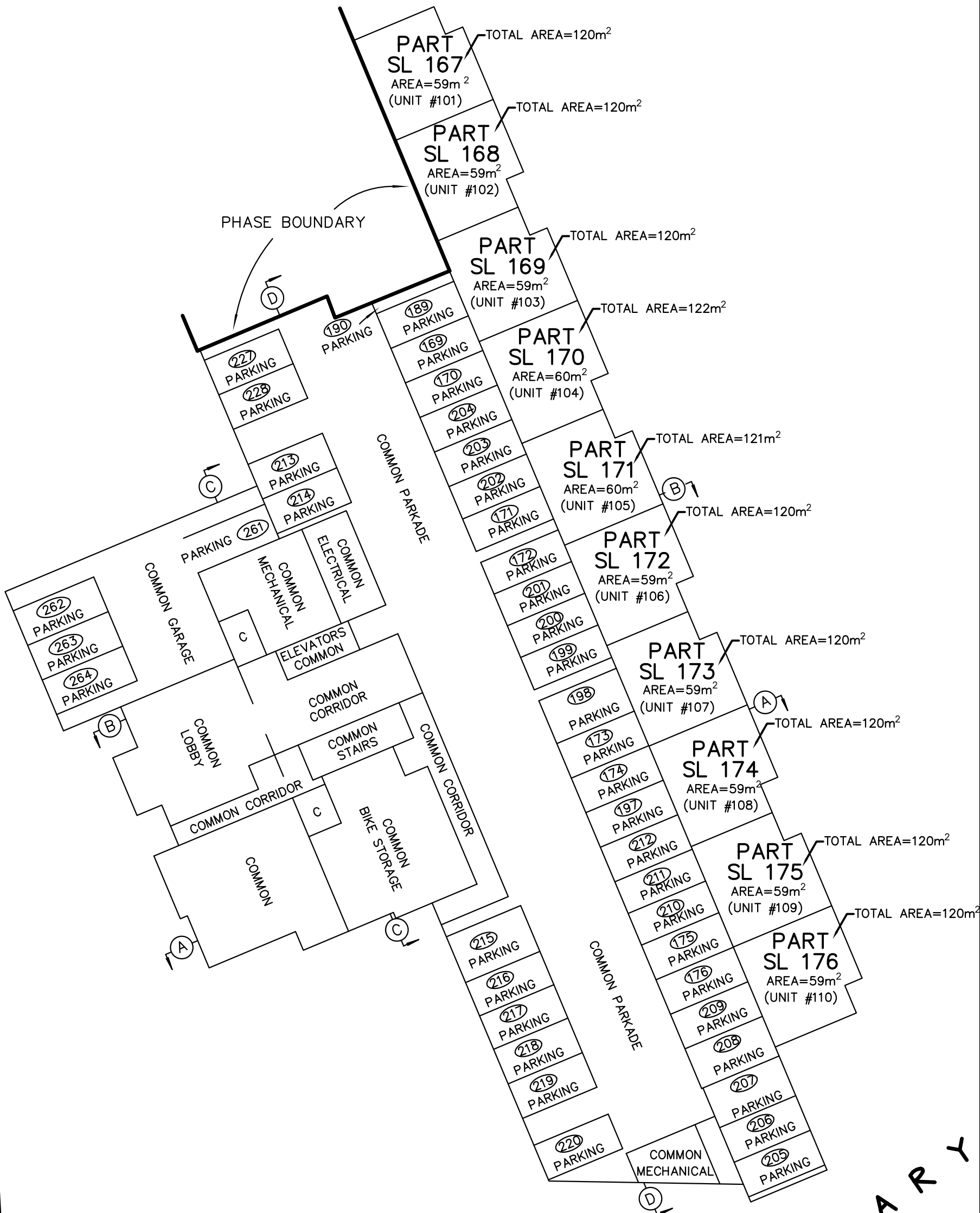
BCGS 82E.043
SCALE 1:300



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



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

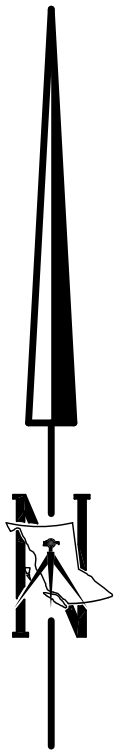
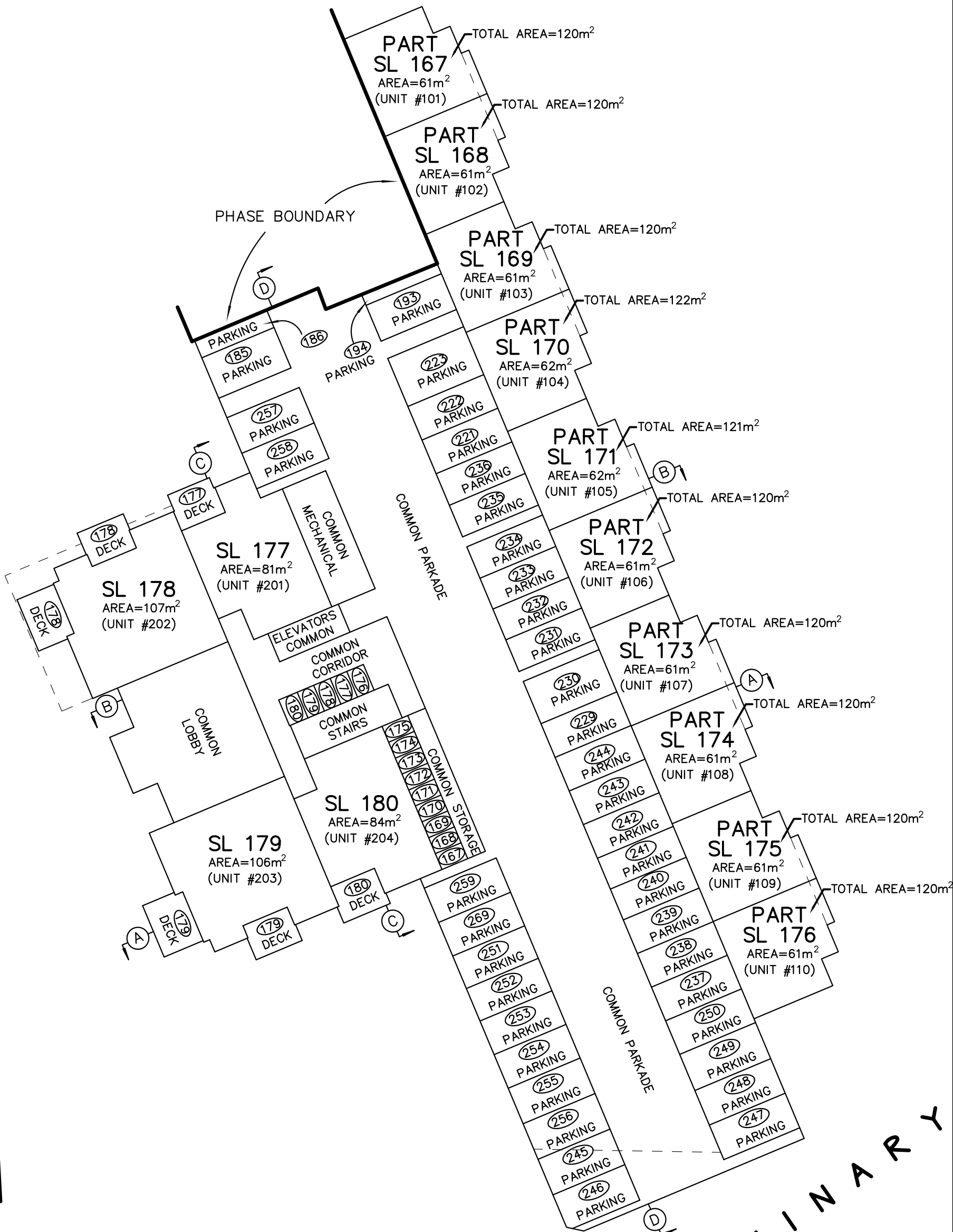
BCGS 82E.043
SCALE 1:300



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

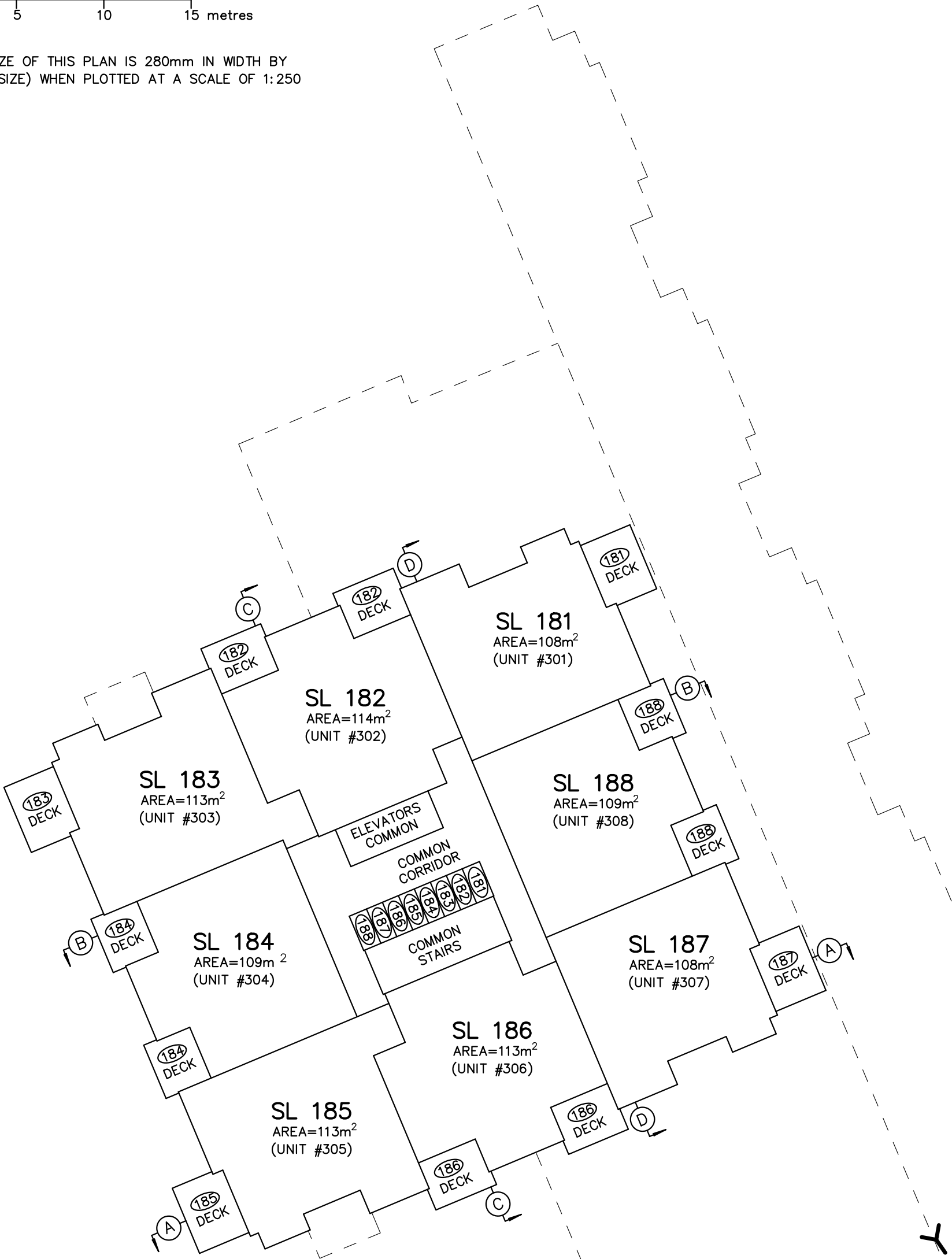
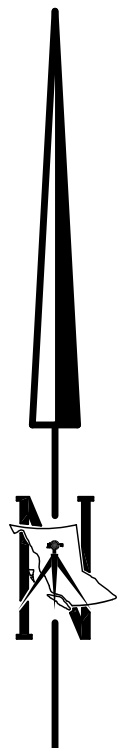
BCGS 82E.043
SCALE 1:250



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

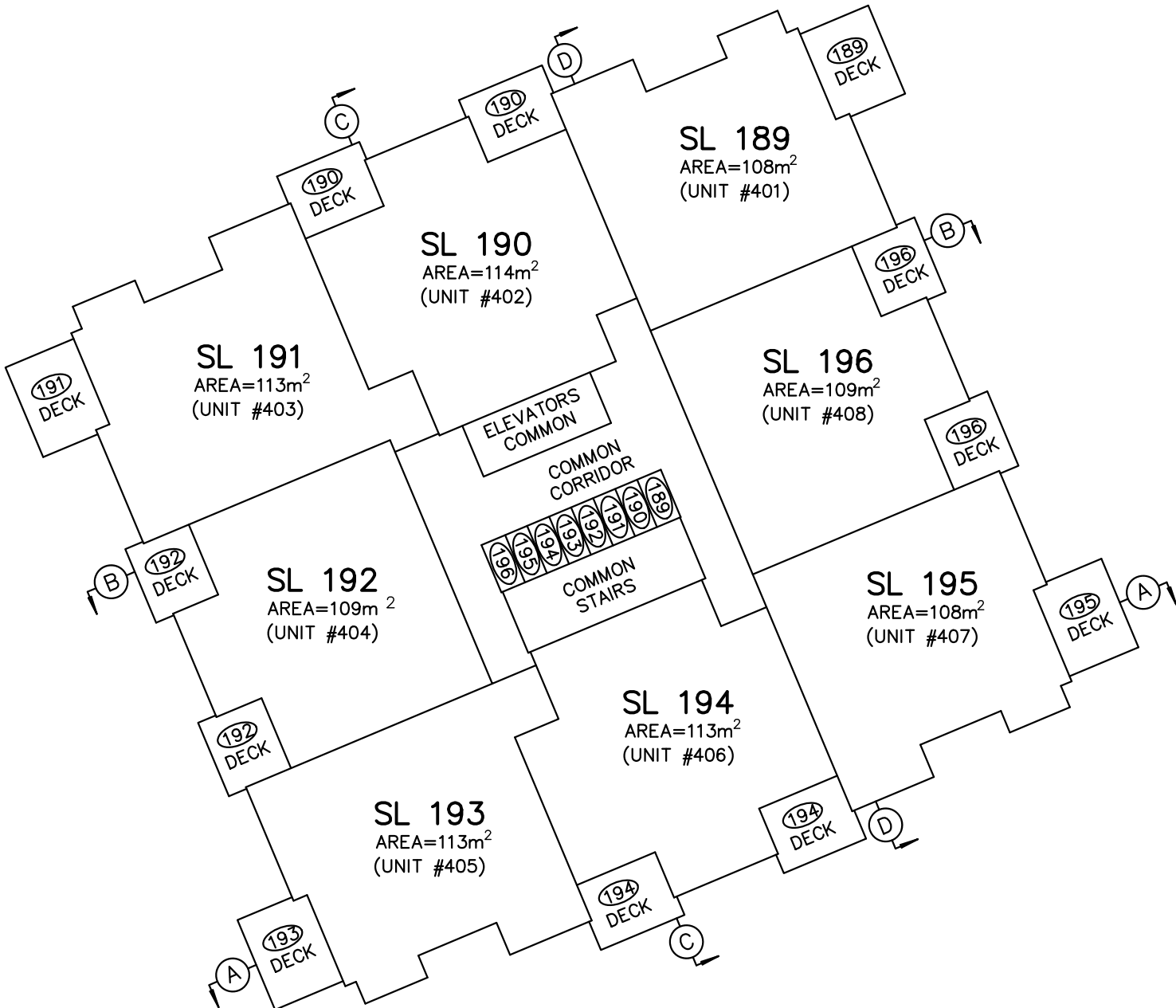
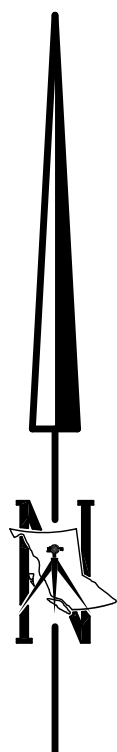
BCGS 82E.043
SCALE 1:250



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

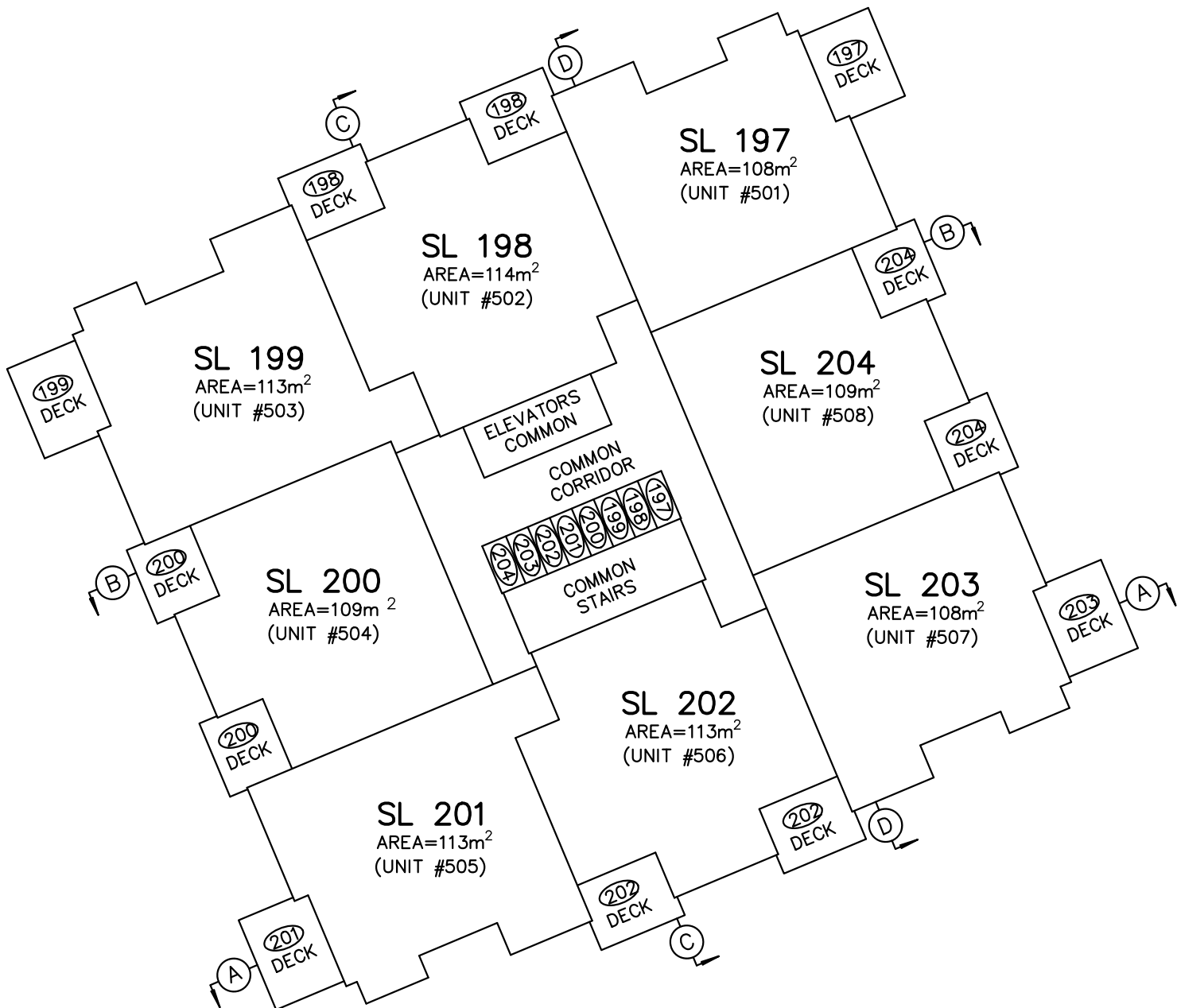
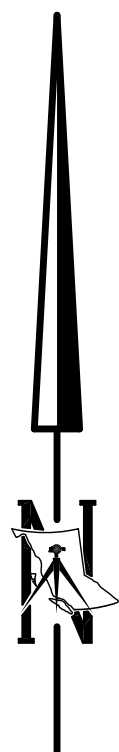
BCGS 82E.043
SCALE 1:250



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 3
PRELIMINARY



PRELIMINARY

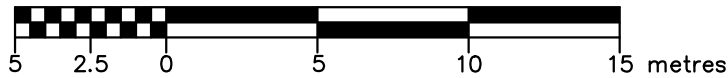
LINE OF FLOOR BELOW SHOWN THUS ... — — — —

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

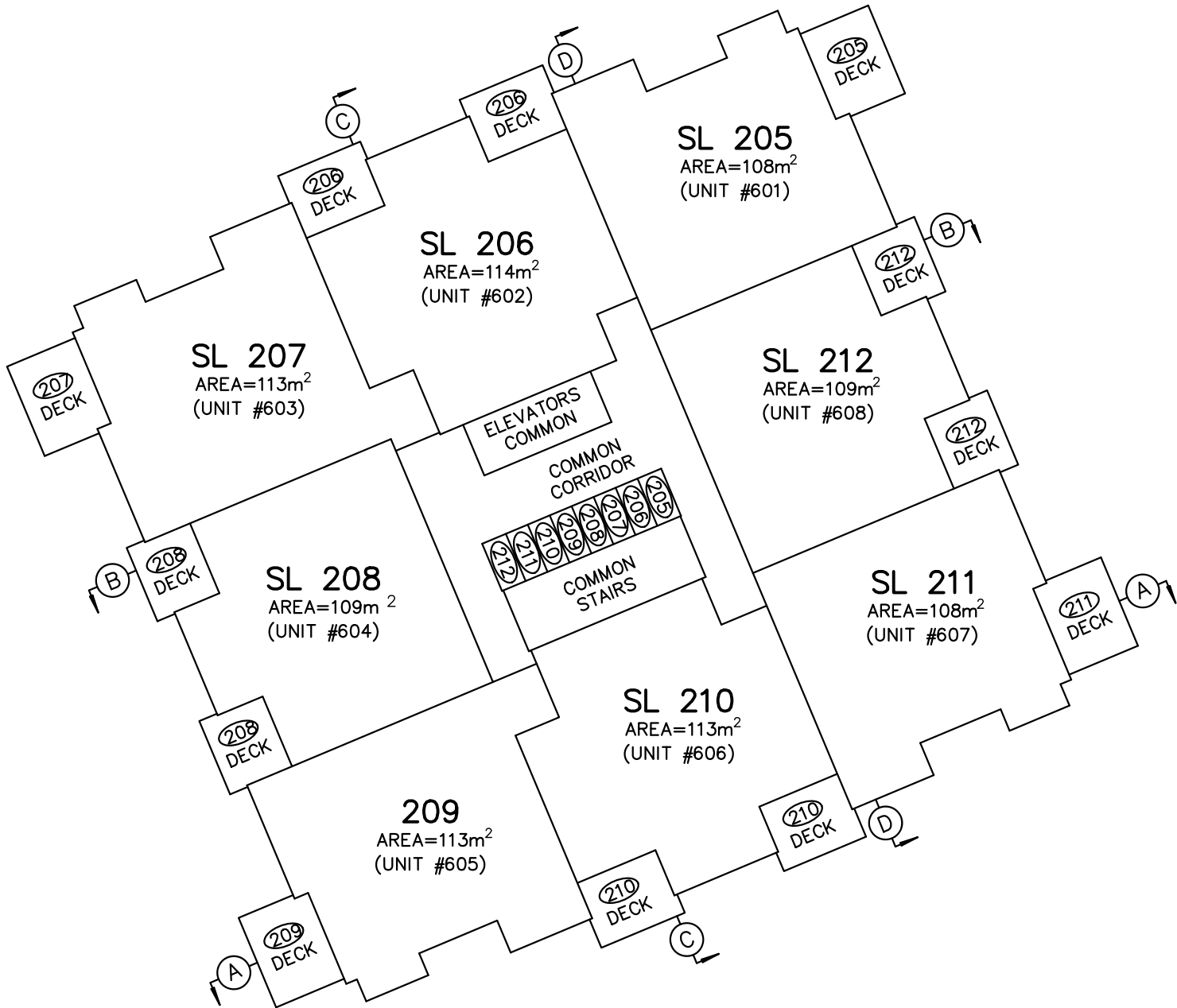
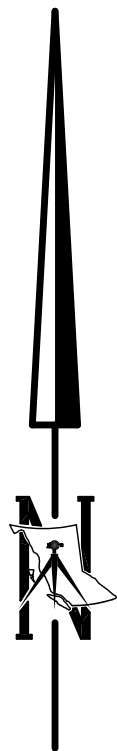
BCGS 82E.043
SCALE 1:250



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 ... — — — —

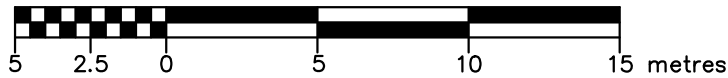
PRELIMINARY

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

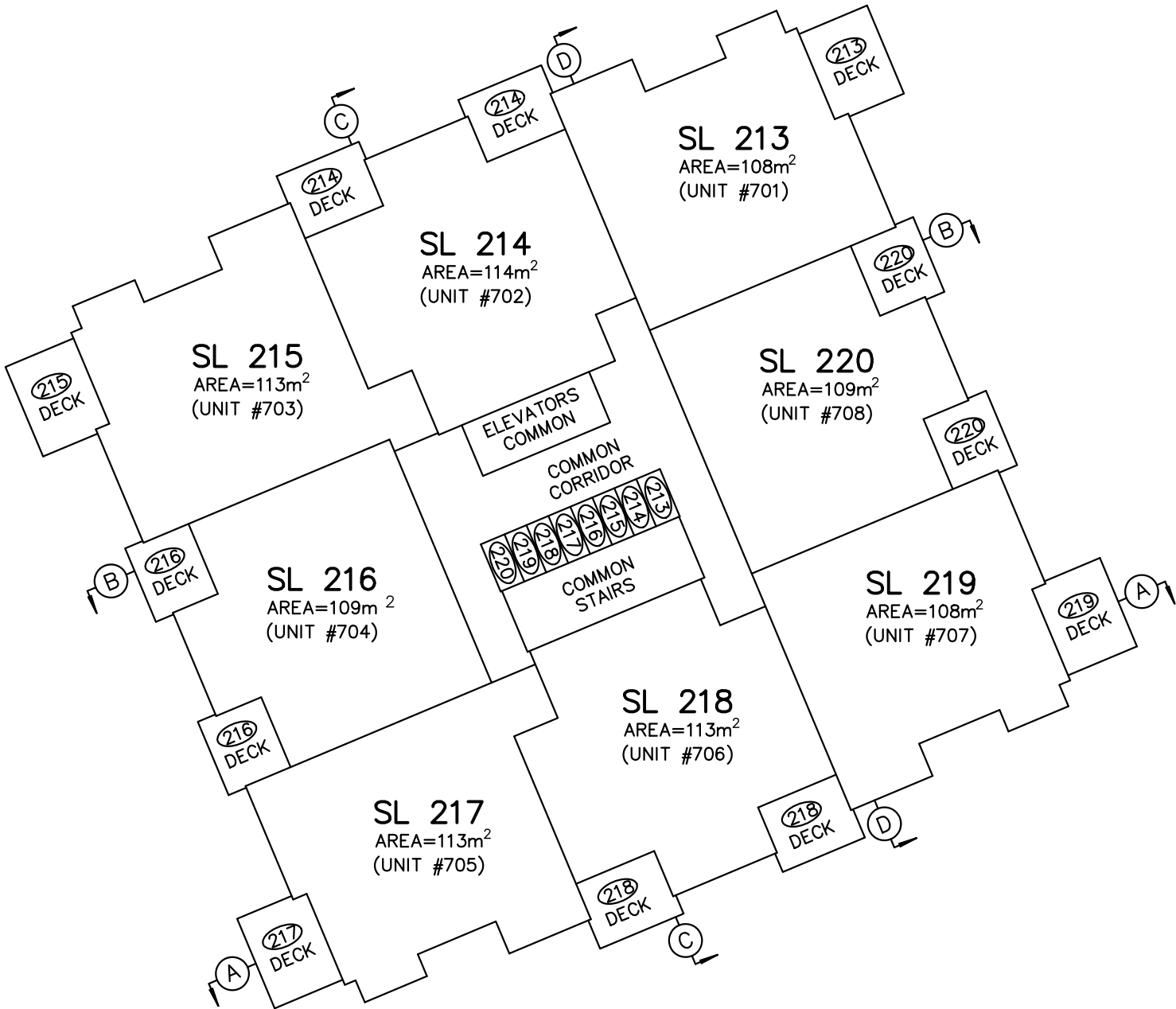
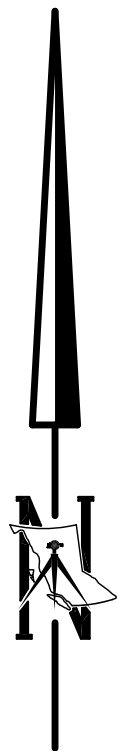
BCGS 82E.043
SCALE 1:250



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

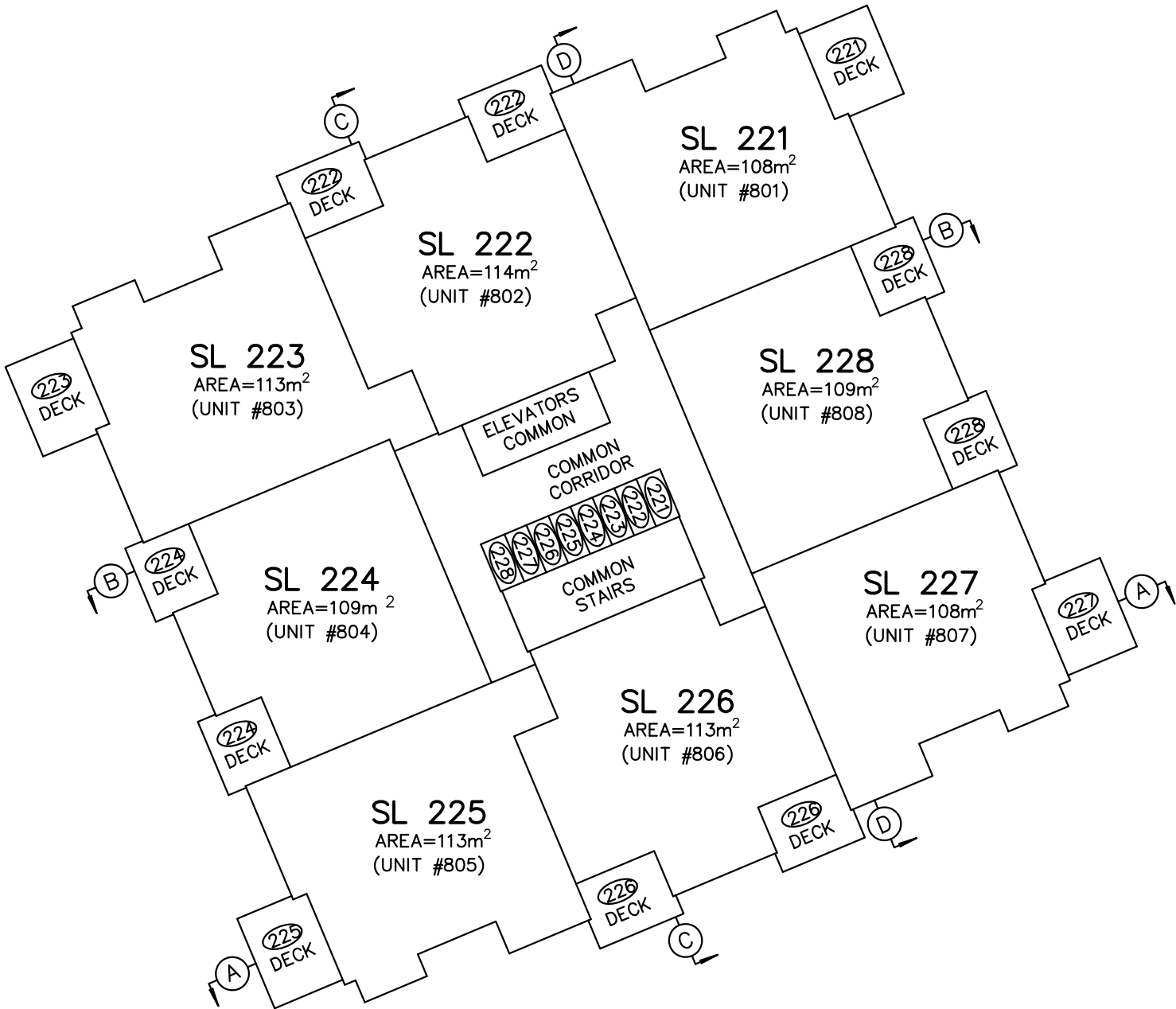
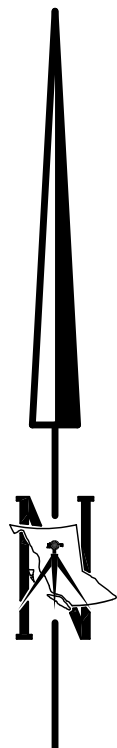
BCGS 82E.043
SCALE 1:250



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 ... — — — —

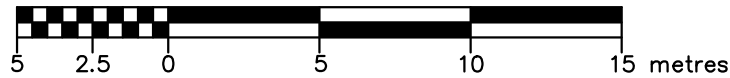
PRELIMINARY

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
NINTH FLOOR

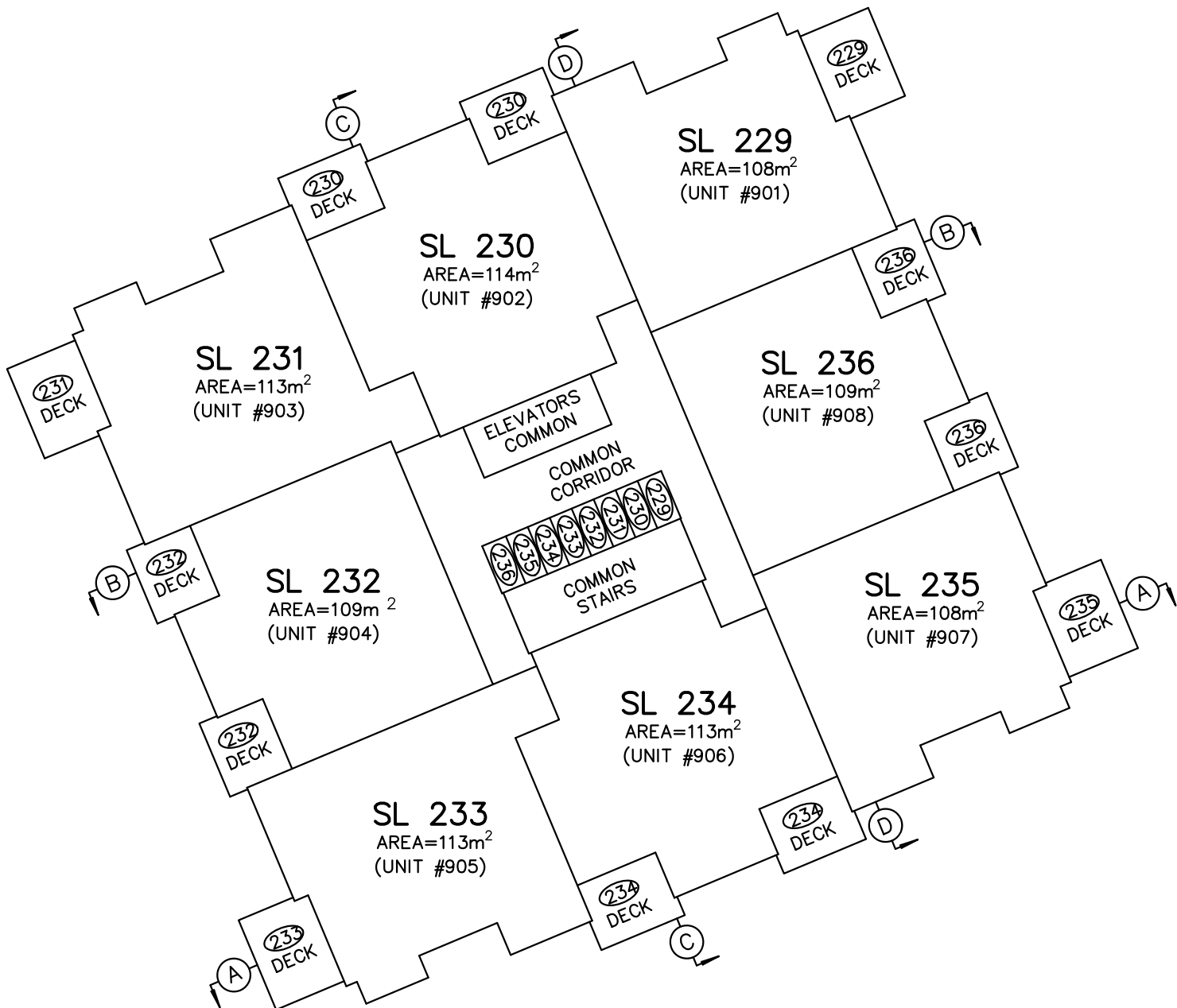
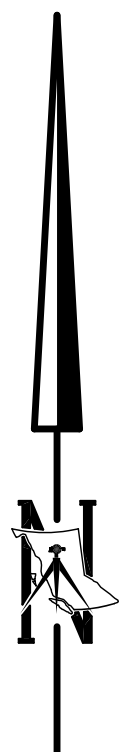
BCGS 82E.043
SCALE 1:250



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 3
PRELIMINARY



P R E L I M I N A R Y

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
TENTH FLOOR

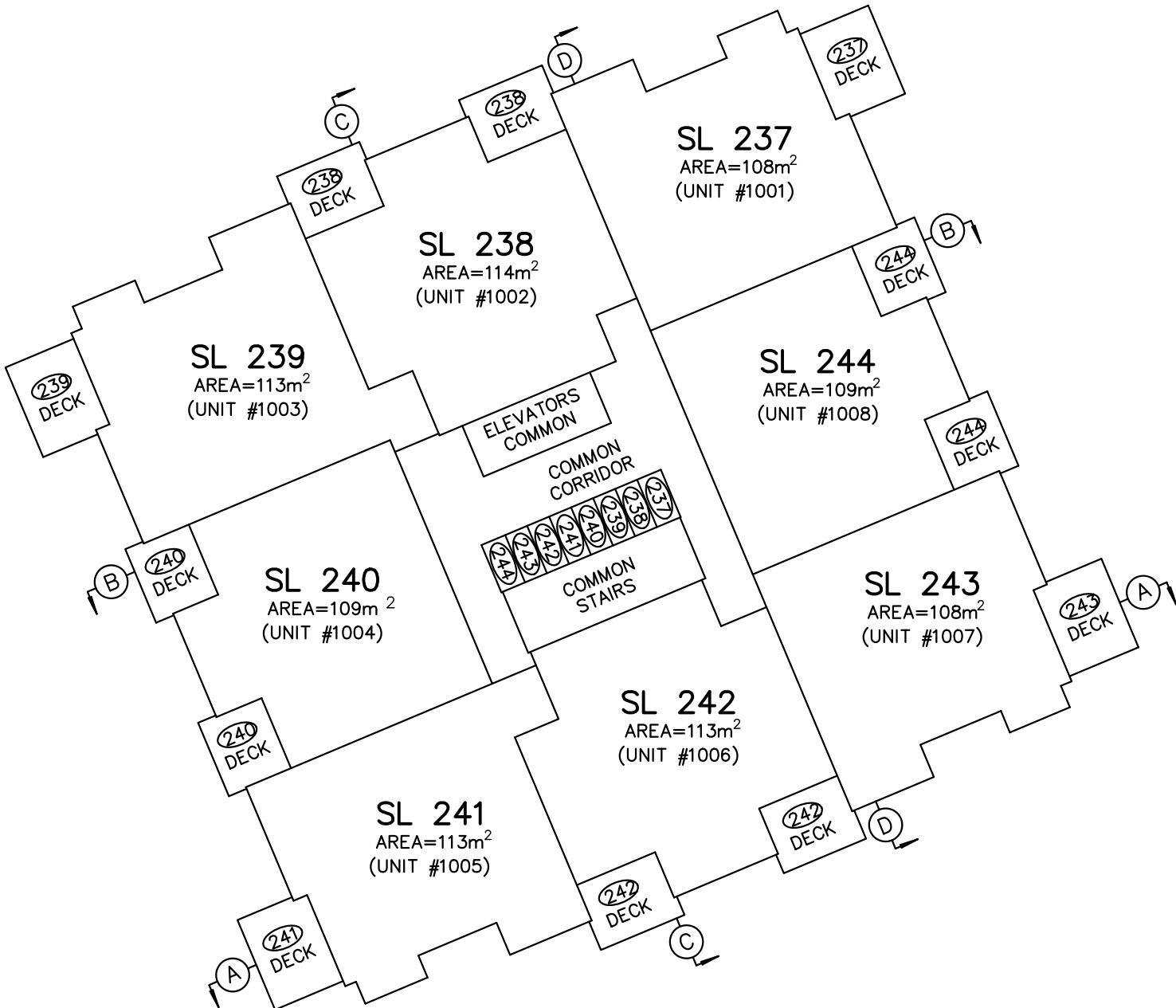
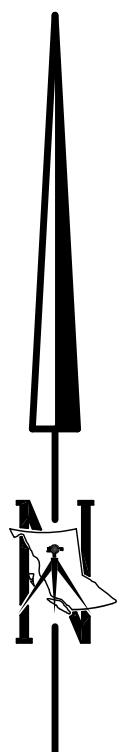
BCGS 82E.043
SCALE 1:250



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 ... — — — —

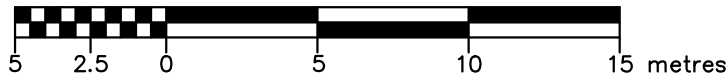
PRELIMINARY

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

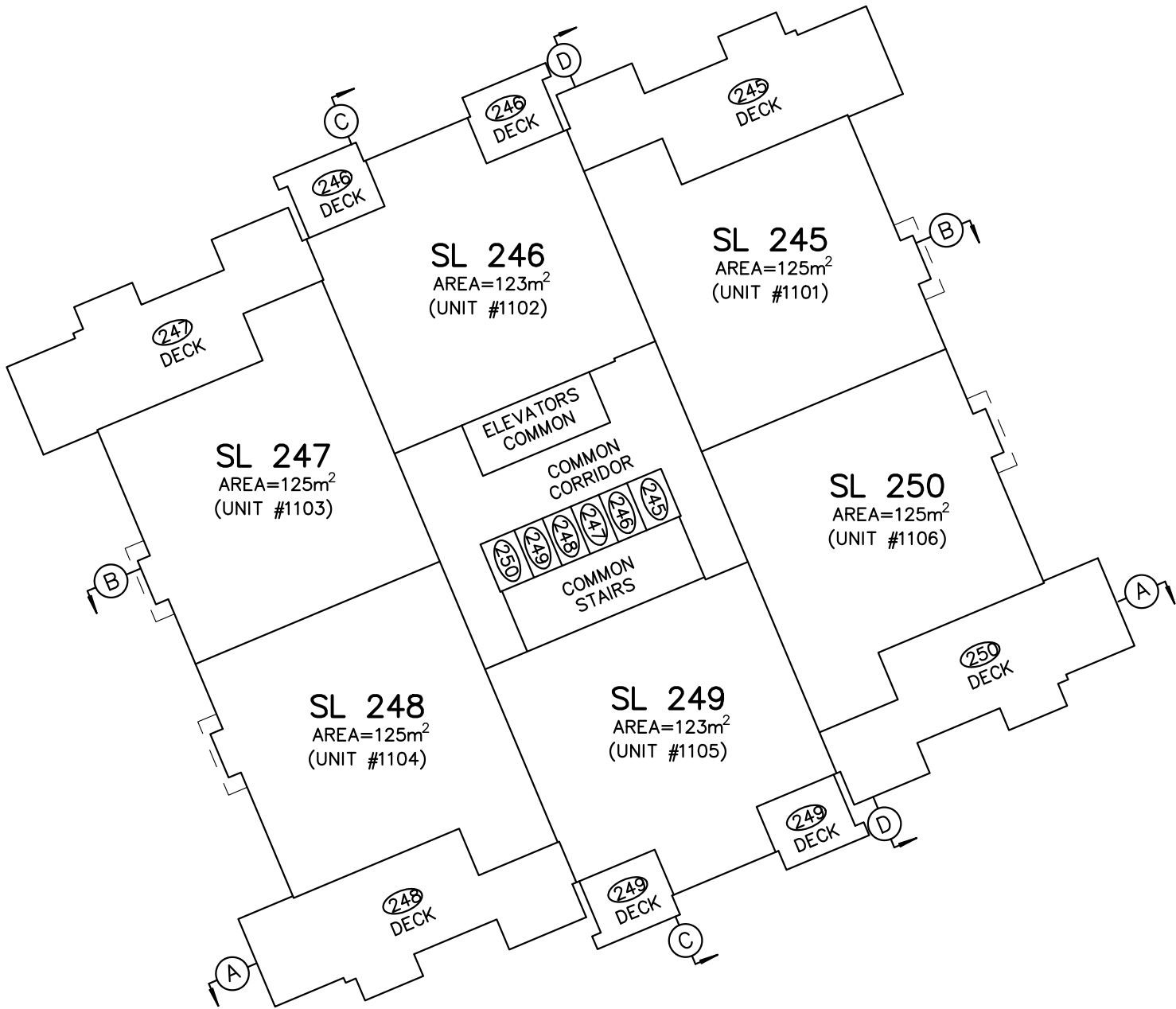
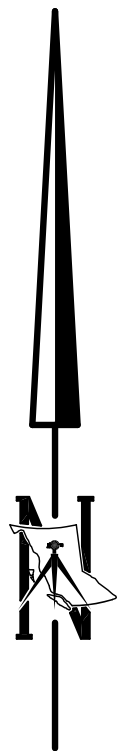
BCGS 82E.043
SCALE 1:250



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 3
PRELIMINARY



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
TWELTH FLOOR

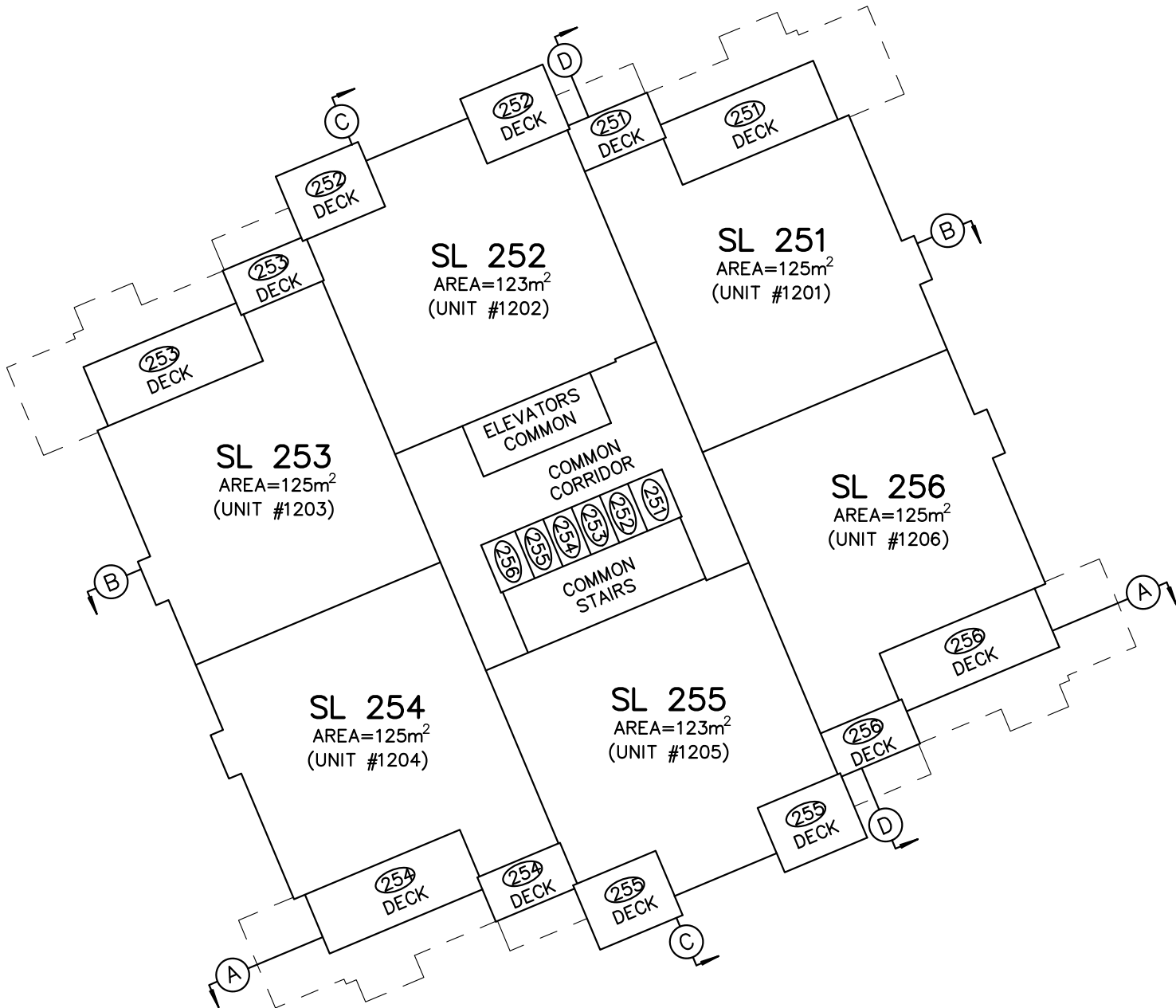
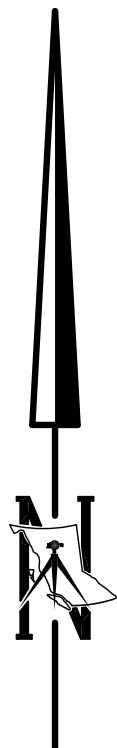
BCGS 82E.043
SCALE 1:250



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



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
THIRTEENTH FLOOR

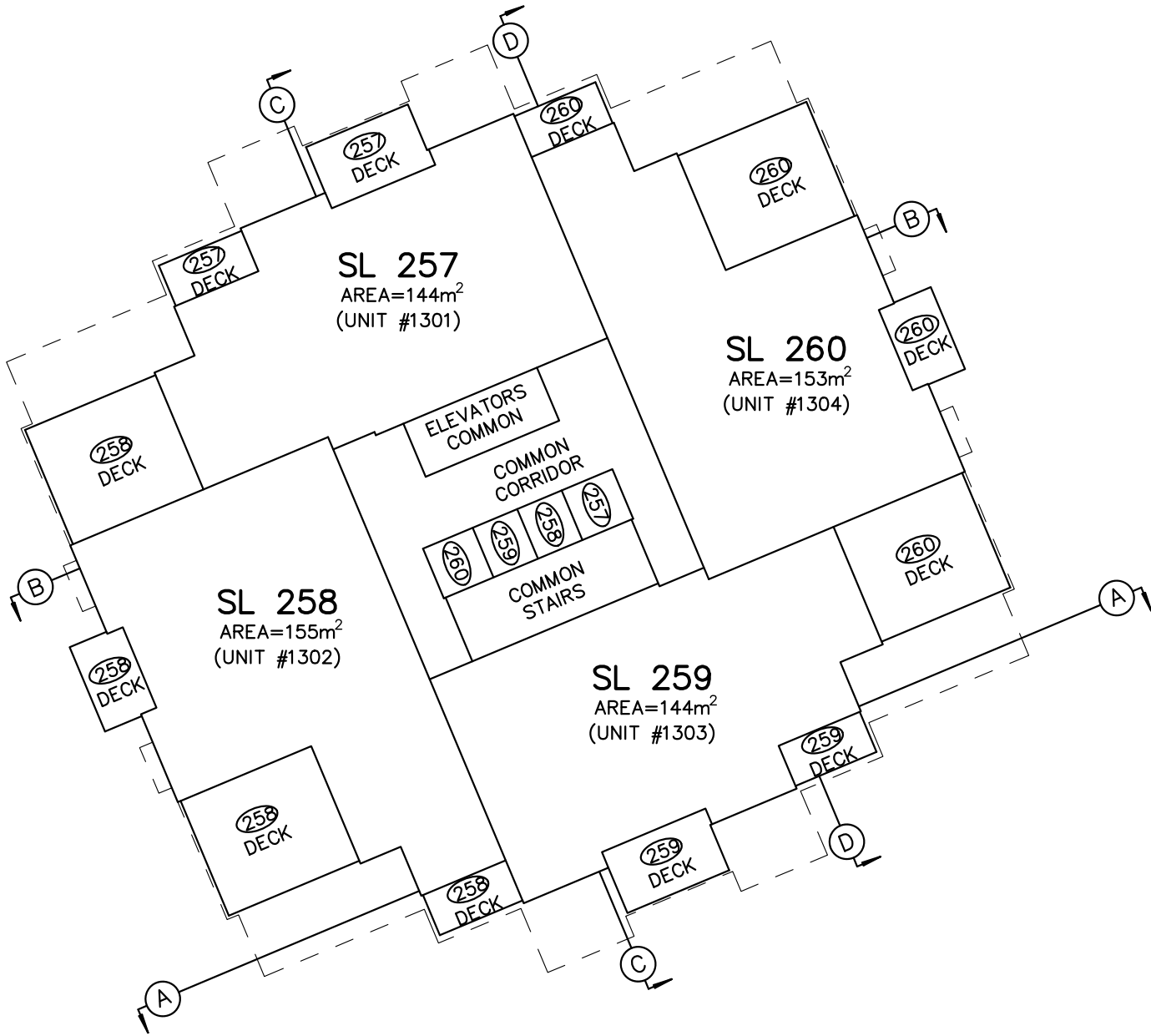
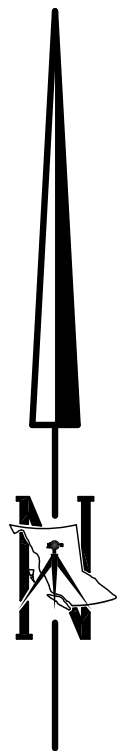
BCGS 82E.043
SCALE 1:250



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



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

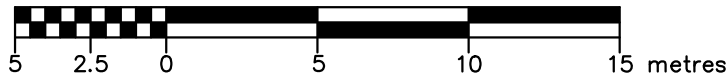
P R E L I M I N A R Y

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
FOURTEENTH FLOOR

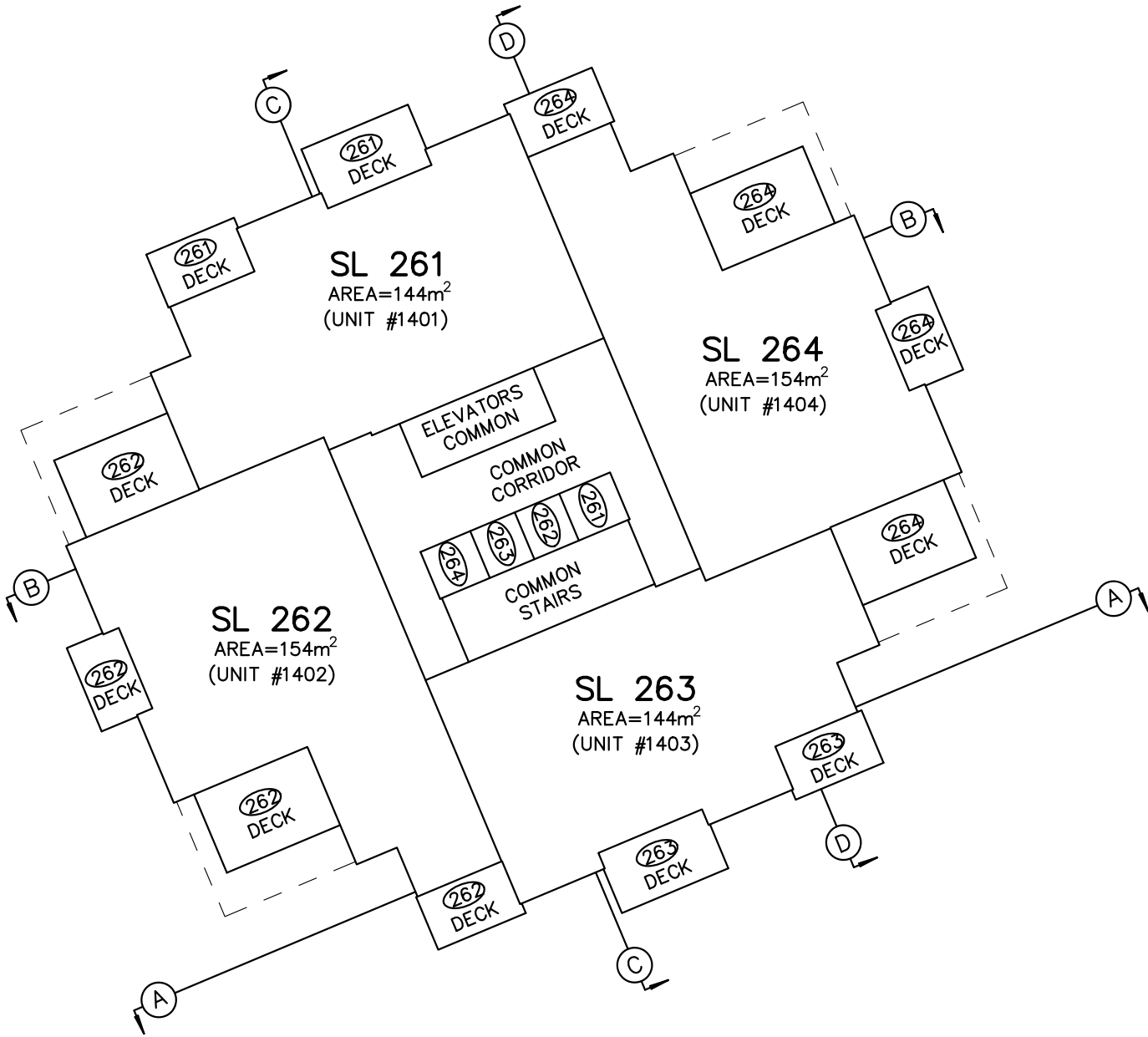
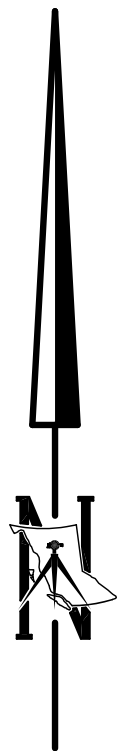
BCGS 82E.043
SCALE 1:250



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



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

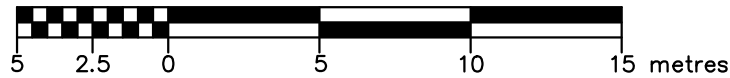
PRELIMINARY

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

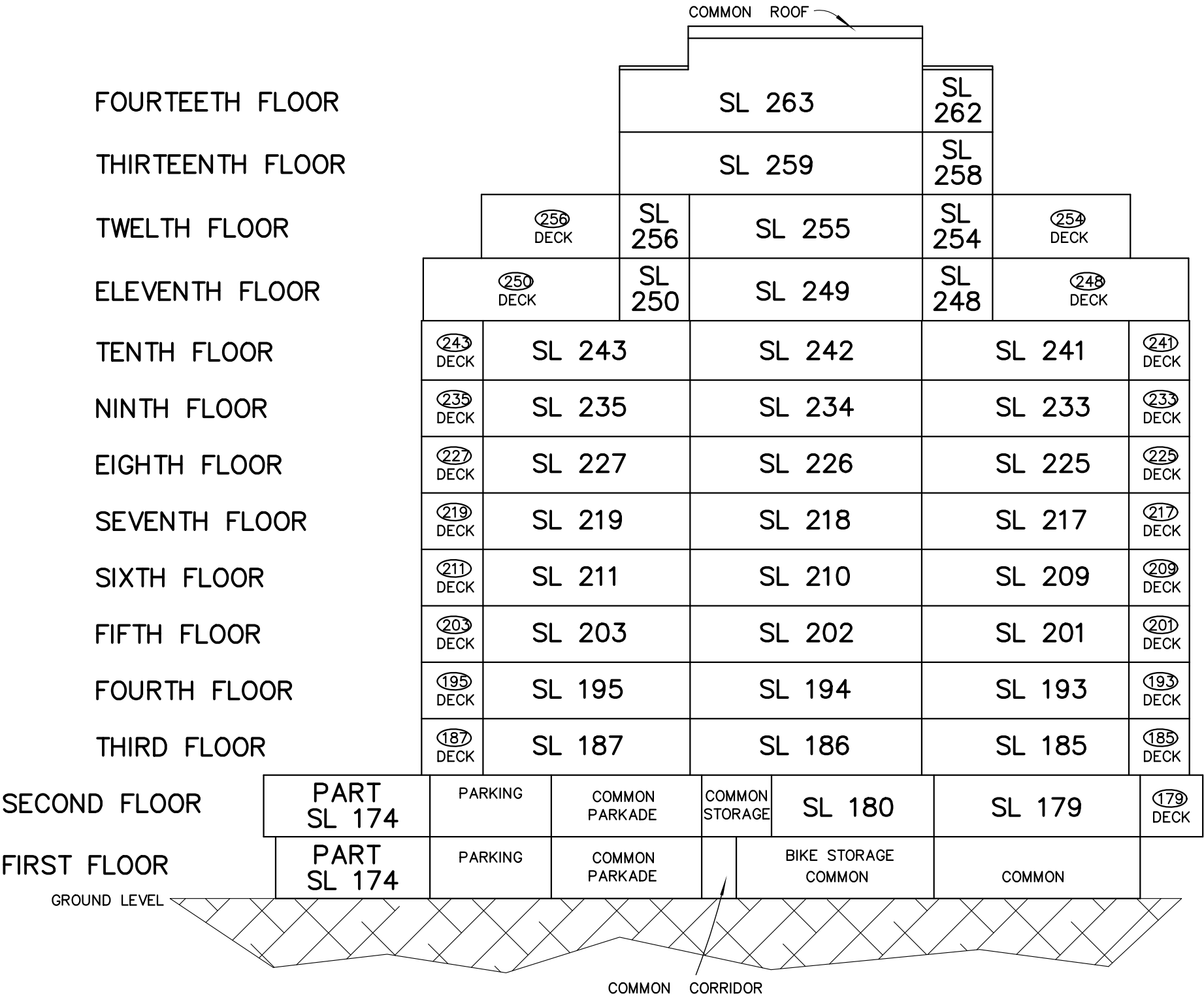
BUILDING SECTION
SECTION A—A

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



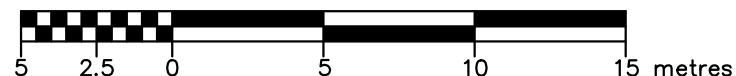
PRELIMINARY

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

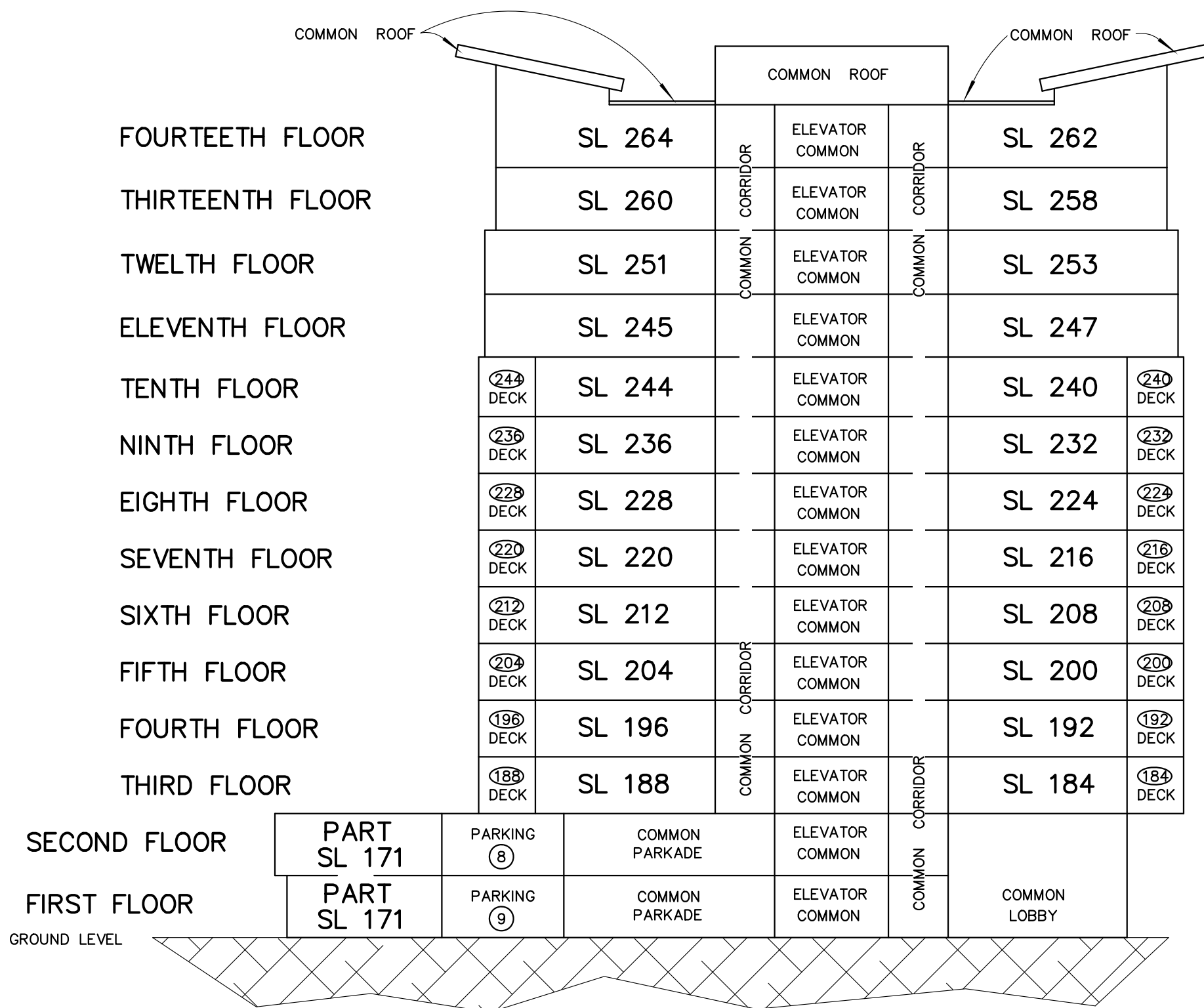
BCGS 82E. 043
SCALE 1:250



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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STEVEN J. BUZIKIEVICH, BCLS DATED
THIS ___th DAY OF _____, 20__.

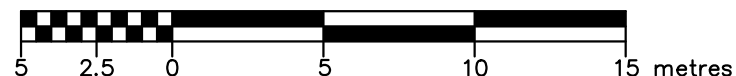
STEVEN J. BUZIKIEVICH
PROFESSIONAL LAND SURVEYOR
54 NANAIMO AVE. E.
PENTICTON, B.C.

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

BCGS 82E. 043
SCALE 1:250

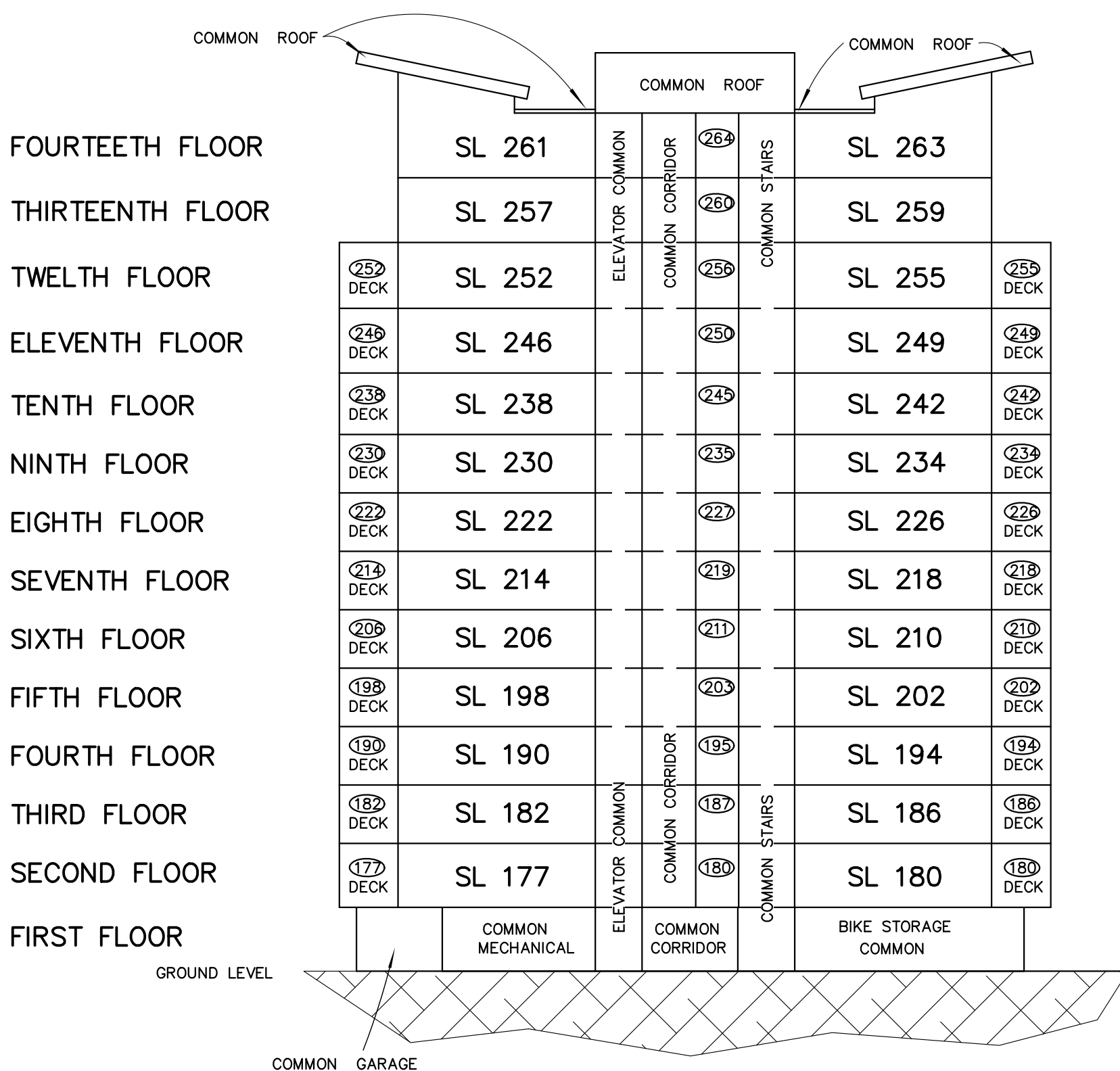
BCGS 82E. 043
SCALE 1:250



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 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

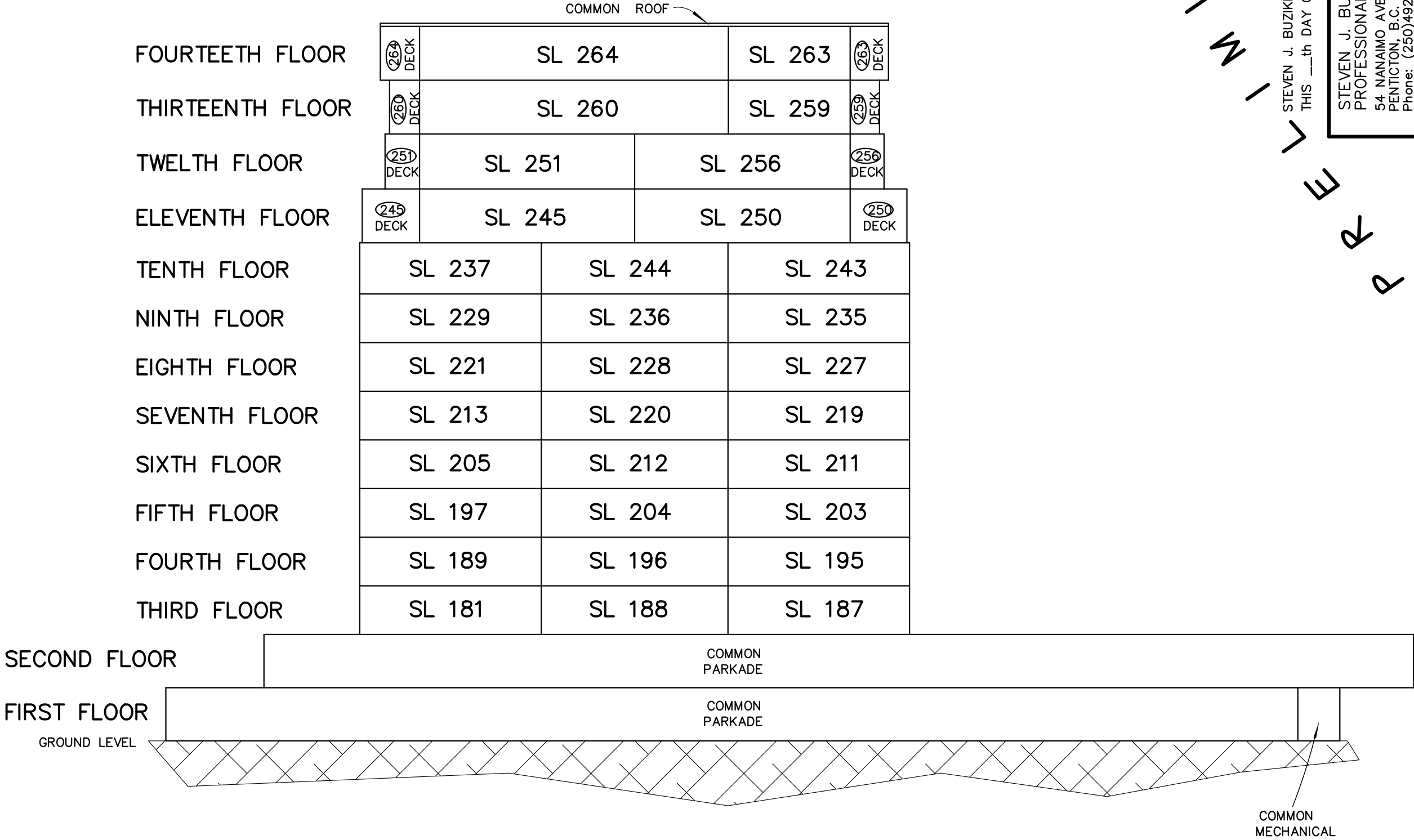


THE INTENDED PLOT SIZE OF THIS PLAN IS 280mm IN WIDTH BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:250

SHEET 20 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.
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
030-272-301	LOT 1 DISTRICT LOT 116 SIMILKAMEEN DIVISION YALE DISTRICT PLAN EPP70049 EXCEPT PHASES 1 AND 2 STRATA PLAN EPS4170
EPS4170	STRATA LOTS 1-166
EPS4170	THE COMMON PROPERTY

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

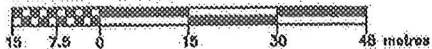

 Signature of Approving Officer BLAKE LAVEN

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

SCHEDULE "A"

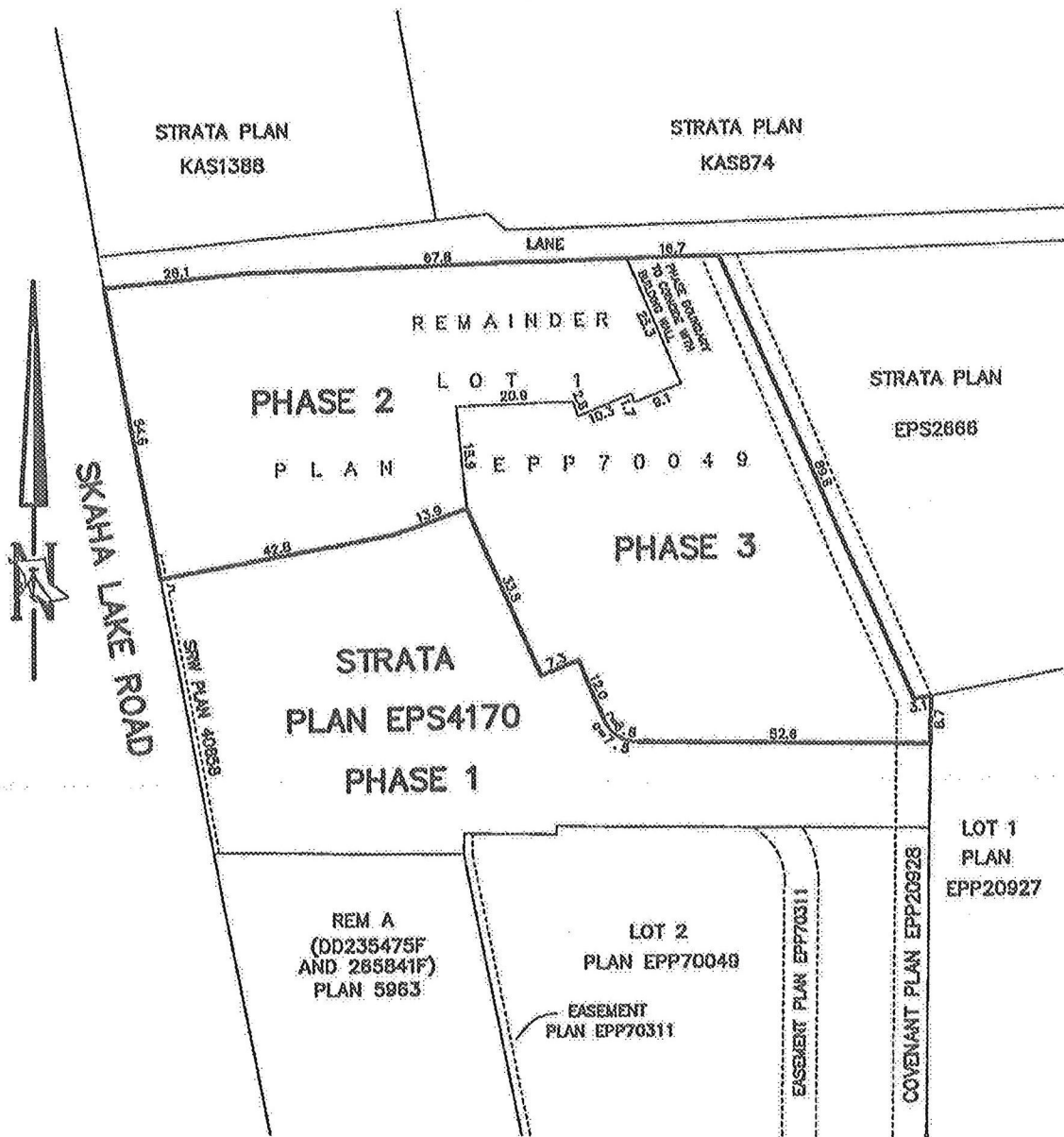
SKETCH PLAN TO ACCOMPANY AN AMENDED FORM 'P'
OF LOT 1, DL 116, SDYD, PLAN EPP70049 except
PHASE ONE STRATA PLAN EPS4170

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 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.

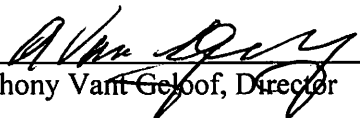
5.05 Rental of Stalls

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.

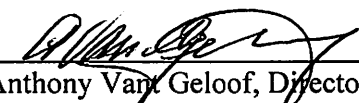
By its authorized signatory:



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)

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__.

Assignor

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>
Income	
Strata Fees	235,178.00
Total Income	<u>235,178.00</u>
Gross Profit	235,178.00
Expense	
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
Total Expense	<u>235,178.00</u>
Net Ordinary Income	<u>0.00</u>
Net Income	<u><u>0.00</u></u>

	<u>PHASE I</u>	<u>PHASE II</u>	<u>TOTAL</u>
Income			
Strata Fees	<u>235,178.00</u>	<u>262,107.00</u>	<u>497,285.00</u>
Total Income	<u>235,178.00</u>	<u>262,107.00</u>	<u>497,285.00</u>
Expense			
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>
Total Expense	<u>235,178.00</u>	<u>262,107.00</u>	<u>497,285.00</u>
	<u>0.00</u>	<u>0.00</u>	<u>0.00</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
Expenses:	\$ -						\$ 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
Total Expenses:	\$ 281,971.53	188	308	109	0.009585788	\$ 247.77	\$ 310,168.68
	\$ -	189	401	108	0.009497845	\$ 245.49	\$ 310,168.68
Other Expenses:	\$ -	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 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 may be financial adjustments between the seller and the buyer pursuant to Section 6 and additional taxes payable by one or more of the parties in respect of the property or the transaction contemplated hereby (eg. Empty Home Tax and Speculation Tax).

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



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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BCREA bears no liability for your use of this form.

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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INITIALS

NON-RESIDENT OF CANADA

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INITIALS

as defined under the *Income Tax Act*.

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®).

BC2057 REV. NOV 2021

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