

This is a CONSOLIDATED DISCLOSURE STATEMENT filed pursuant to the *Real Estate Development Marketing Act*

OF

SHUSWAP VALLEY ESTATES

- A. Developer:** **Shuswap Valley Estates Ltd.**
21 Anita Crescent
St. Albert, Alberta T8N 2W3
- B. Address for Service:** 301-1665 Ellis Street
Kelowna, British Columbia
V1Y 2B3
- C. Real Estate Brokerage:** The Developer will market the project. The Developer's employees are not licensed under the *Real Estate Services Act* and are not acting on behalf of the Purchaser. The Developer reserves the right to market some or all of the Development through a salesperson, yet to be determined, licensed under the *Real Estate Services Act*.
- D. Date of Disclosure Statement:** August 9, 2016
Date of Amendments to Disclosure Statement: June 6, 2023, June 5, 2024
Date of this Consolidated Disclosure Statement: June 5, 2024

DISCLAIMER:

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

DEVELOPMENT PROPERTY NOT YET COMPLETED

This Disclosure Statement relates to a development property that is not yet completed. Please refer to paragraph 7.2 of the Disclosure Statement for information on the purchase agreement. That information has been drawn to the attention of _____, who has confirmed that fact by initialing in the space provided here: _____/_____.

STATUTORY RIGHT OF RESCISSION:

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

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to

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

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

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1. THE DEVELOPER

1.1 The Developer is a corporation duly incorporated in the Province of British Columbia on the 27th day of November, 2007, having incorporation number BC0809492.

1.2 The Developer was incorporated specifically for the purposes of developing the strata lots and does not hold any assets other than the development property itself.

1.3 The Developer's registered and records office is located at:

c/o Pushor Mitchell LLP,
301 – 1665 Ellis Street,
Kelowna, BC V1Y 2B3.

1.4 The Developer's current directors are:

Kelly Romaniuk
21 Anita Crescent
Saint Albert, AB T8N 2W3
President, Secretary, and Director

There are no other officers or directors of the Developer.

1.5 Developer's Background

(a) Kelly Romaniuk has 15 years of experience in real estate development. He has worked on various types of real estate development, including subdivision, rezoning, condo conversion and residential restoration.

(b) To the best of the Developer's knowledge, neither the Developer nor any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, has been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

(c) To the best of the Developer's knowledge, neither the Developer nor any principal holder of the Developer, nor any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to this Disclosure Statement, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal

under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or has a receiver, receiver manager or trustee appointed to hold the assets of that person.

(d) To the best of the Developer's knowledge, no director, officer or principal holder of the Developer, nor any director or officer of the principal holder, within five years before the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other Developer that, while that person was acting in that capacity, that other Developer:

(i) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate securities, or to lending money secured by a mortgage of land, or to arranging, administering, or dealing in mortgages of land, or to left or fraud; or

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

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

2. GENERAL DESCRIPTION

2.1 **General Description of the Development:** Shuswap Valley Estates is a bare land strata development located off of Lions Ridge Road close to the community of Celista, British Columbia, on the north shore of Shuswap Lake (the "Development"). The Development is being constructed in eight phases consisting of a total of 16 bare land strata lots. The Developer will be marketing strata lots 1, 5, 7 to 10, inclusive, (the "Strata Lots") contained within Phases 1, 3 to 5, inclusive, of the Development. Each Strata Lot owner will own a proportionate share in the common property, including any common facilities and other assets of the strata corporation. The Strata Plan for Phases 1, 2, and 3 of the Development, the proposed Strata Plan for Phases 4 and 5 of the Development, and a sketch plan showing the proposed layout for Phases 6, 7, and 8 are attached as Schedule "A".

- 2.2 **Permitted Use:** There is no zoning for the Development. The Columbia Shuswap Regional District (“CSRD”) governs the permitted use on the Development through the Electoral Area ‘F’ Official Community Plan Bylaw No. 830 (the “OCP Bylaw”) and the Building Regulation and Inspection Bylaw No. 660 (the “Building Bylaw”). The OCP Bylaw designates the Development lands as RSC – Rural and Resource Zone, which supports maintaining large land parcels and uses such as forestry and outdoor recreation. Attached as Schedule “B” is a property report for the Development lands and an excerpted copy of the RSC Rural and Resource Lands designation from the OCP Bylaw. A full copy of the OCP Bylaw and the Building Bylaw can be obtained from the Columbia Shuswap Regional District, 555 Harbourfront Drive, NE, Salmon Arm, BC V1E 4P1, phone 250-832-8194 or by their website at www.csr.bc.ca.
- 2.3 **Phasing:** The Development will be a phased strata development consisting of eight phases. Each phase will contain two bare land strata lots. The Developer may combine two or more phases on one strata plan. The Developer is currently marketing Strata Lots 1, 5, 7 to 10, inclusive, within Phases 1, 3 to 5, inclusive. Purchasers are cautioned that the Developer is entitled to not proceed with subsequent phases provided the Developer complies with the requirements of the *Strata Property Act*. The phasing of the Development has been approved by the Approving Officer within the jurisdiction in which the Development is to be constructed. Attached as Schedule “C” is a copy of the amended Form P, Phased Strata Plan Declaration as filed at the Land Title Office.”
- 2.4 **Common Facilities:** The Common Facilities provided in the development are as indicated in paragraph 3.3 below.
- 2.5 **Building Construction:** Each Purchaser will be responsible for their own construction of improvements on their bare land Strata Lot, including connection to the community water system as described in section 3.8(b). The Developer will not be responsible for any construction of improvements on the Strata Lots. All construction must comply with the Columbia Shuswap Regional District building bylaws, including issuance of building permits. Copies of the building bylaws may be obtained at the Columbia Shuswap Regional District offices located at 555 Harbourfront Drive, NE, Salmon Arm, BC V1E 4P1. All improvements must also comply with a statutory building scheme registered by the Developer against title to the Strata Lots. A copy of the statutory building scheme is attached as Schedule “D” (the “Building Scheme”).

3. STRATA INFORMATION

- 3.1 **Unit Entitlement:** The unit entitlement figure indicates the share of an owner in the common property, common facilities, and other assets of the strata corporation. It is also the figure used to determine the owner’s contribution towards the common expenses. In a bare land strata development, the unit entitlements are equal and have been set at one (1) for each Strata Lot. Attached as Schedule “E” is a copy of

the filed Form V, Schedule of Unit Entitlement for Phases 1, 2, and 3, and the proposed Form V, Schedule of Unit Entitlement for Phases 4 and 5.

- 3.2 **Voting Rights:** Pursuant to section 53 of the *Strata Property Act*, each Strata Lot as one (1) vote at an annual or special general meeting. A copy of the filed Form W, Schedule of Voting Rights for Phase 1 is attached as Schedule “F”. The Developer has not filed a Form W for Phases 2 or 3 and does not intend on filing a Form W for Phases 4 through 8, as each Strata Lot will have only one vote in accordance with section 53 of the *Strata Property Act*.
- 3.3 **Common Property and Facilities:** The common property shall be those areas of the Lands, as defined in paragraph 4.1 below, not included within the boundaries of the Strata Lots. Common property is shown designated on the strata plans and sketch plan attached as Schedule “A”. The common facilities and common assets of the strata corporation will be the sewage treatment system and community water system. The community water system will only be available for connection to strata lots 1, 7 through 16, inclusive, as described further in section 3.8(b). The strata corporation will be responsible for inspection and maintenance of all common property, common facilities and common assets including the sewage treatment system, the community water system, the strata roads and all drainage works relating to the Lands.
- 3.4 **Limited Common Property:** There will be no limited common property designated by the Developer for the Strata Lots within the Development.
- 3.5 **Bylaws:** The bylaws for the strata corporation are the prescribed Standard Bylaws under the *Strata Property Act* as amended by Form I – Amendment to Bylaws under number CA5566762 (the “Form I”). Further amendments to the bylaws were passed at the Annual General Meeting held on June 2, 2024 and are intended to be registered at the Land Title Office as soon as possible (the “Additional Amendments”). A copy of the Form I and the Additional Amendments (collectively the “Bylaws”) are attached as Schedule “G”. The Bylaws include a prohibition of any non-domestic or farm animals on a Strata Lot except for a maximum of three horses within a secured shelter and fenced area. The Bylaws also include the ability for the strata corporation to charge users fees to users of the community water system.
- 3.6 **Parking:** Each Strata Lot will be required to provide for its own parking within the Strata Lot’s boundaries. There will be no additional parking provided within the Development.
- 3.7 **Budget:** Each Strata Lot owner is responsible for the payment of their proportionate share of utilities and other services relating to the strata corporation. Each Strata Lot owner’s proportionate share is based on the unit entitlement of the Strata Lot in relation to the total of the unit entitlements of all of the Strata Lots. In addition, any Strata Lot owners who connect to and use the community water system will be charged reasonable user fees in accordance with the Bylaws. The approved

operating budget for Phases 1 through 3 together with the proposed budget for Phases 4 through 5 are attached as Schedule “H”.

3.8 Utilities and Services:

- (a) **Local Government:** The Development is located within the jurisdiction of the Columbia Shuswap Regional District which provides limited services to the area. Such services include support for a volunteer fire department, community parks, and 911 emergency services. Services provided will be charged as a property tax to the property owners in the area. Property taxes are determined based on the assessed value of the Lands and improvements and are payable to the Province. The property taxes include the assessment for services provided by the Columbia Shuswap Regional District.
- (b) **Water:** Each Strata Lot will have an individual water well dedicated to the sole use of that Strata Lot subject to the following. The Developer intends to construct a community water system for use by the owners of Strata Lots 1, 7 through 16, inclusive (the “CWS”). The water source for the CWS will be located in Strata Lot 9. The infrastructure for the CWS will be located within Strata Lots 9, 10, 12, 13, 15 and the common property, subject to any changes as necessary for construction. Construction of the CWS is intended to be complete by December 31, 2027. The CWS will be operated by the strata corporation in accordance with a licence issued by the relevant authority. A copy of Conditional Water Licence No. 505944 together with the proposed CWS plan is attached as Schedule “I”. The maintenance of the CWS will be the responsibility of the strata corporation. Any fees associated with the maintenance, insurance, repair, replacement, liabilities and any other costs or expenses incurred by the strata corporation for operation of the CWS will be apportioned to the users of the CWS as a user fee in accordance with the Bylaws. The Developer will be responsible for obtaining the permits and the construction of the CWS to the lot lines of Strata Lots 1, 7 to 16, inclusive. It will be the sole responsibility of the Strata Lot owners who choose to connect to the CWS to obtain permits and any licences necessary to construct all servicing needed to connect to the CWS. Strata Lots 1, 7 through 16 will be restricted to a maximum consumption of 4,000 litres per day, subject to any amendments by the governing authorities. If a Strata Lot has an individual water well, the Strata Lot owner will be responsible for all maintenance and repairs to their water well and for construction of any improvements relating to the water well within their Strata Lot boundaries. The Developer reserves the right to develop other types of water systems or sources on or between individual Strata Lots in future phases.

- (c) **Sewage:** Each strata lot shall have a minimum Type 2 treatment system containing a septic tank with aeration units that will be connected to a common collection system having gravity and forced mains to direct the sewage to a common dose tank and common disposal area. The common collection system, gravity and force mains, common dose tank and common disposal area is located on common property of the Strata Corporation. Maintenance, monitoring, and repairs as required of the common system will be the responsibility of the Strata Corporation.
- (d) **Electricity:** The Development will be serviced by above ground electrical servicing to the boundary of each strata lot. Electric power will be provided by British Columbia Hydro and Power Authority.
- (e) **Telephone:** The Development will be serviced by aboveground wiring for telephone servicing to the strata lot boundaries. Telephone service is currently provided by Telus Communications Inc.
- (f) **Cable Television:** The Development will not have any cable television service, however, individual satellite dishes will be permitted to be installed by strata lot owners. The location and size of satellite dishes will be subject to the Building Scheme.
- (g) **Garbage Collection:** Garbage Collection is provided by a private company that the Strata Lot owners will have to contact directly. Columbia Shuswap Regional District does not provide garbage collection.
- (h) **Fire Protection:** The Columbia Shuswap Regional District supports a volunteer fire fighting brigade to provide fire protection to properties in the Celista region.
- (i) **Gas:** There is no gas servicing for the Strata Lots. Strata Lot owners wishing to use propane gas will be responsible for the safe storage and handling of their personal propane cylinders.
- (j) **Street Lighting:** There will be no street lighting provided on the public road adjacent to the Development. There will be no street lighting provided on the internal roads within the Development.
- (k) **Access:** Access is obtained by way of public road to the boundary of the Development and thereafter by way of gravel internal strata roads which form part of the Development.

3.9 **Strata Management Contracts:** The strata corporation will be self managed.

3.10 **Insurance:** The Developer will place liability insurance in respect of the Development while the Development is under construction in an amount not less than Two Million (\$2,000,000.00) Dollars. The Developer's insurance policy will include the strata corporation as a named insured.

The strata corporation has obtained and maintains property insurance on the common property and common assets.

The strata corporation has obtained and maintains liability insurance to insure the strata corporation against liability for property damage and bodily injury in an amount not less than Two Million (\$2,000,000.00) Dollars.

As the Development is a bare land strata, the Strata Lot owners shall be responsible for insuring any improvements on their Strata Lot for full replacement value, content, liability, and any other insurances the Strata Lot owner deems appropriate. The strata corporation will not be responsible for insuring individual Strata Lots or improvements within.

4. TITLE AND LEGAL MATTERS

4.1 Legal Description: The legal descriptions of the Development are as follows:

- (a) Strata Lots 1 and 5, both of Section 15, Township 23, Range 10, West of the 6th Meridian, KDYD, Plan EPS1206 (the “Strata Lots 1 and 5”);
 - (b) Common Property, Strata Plan EPS1206 (the “Common Property”);
 - (c) Lot A, Section 15, Township 23, Range 10, West of the 6th Meridian, KDYD, Plan EPP27027 except Phases 1 to 3 Strata Plan EPS1206 (the “Remainder Lands”)
- (collectively the “Lands”).

4.2 Ownership: The registered owner of the Strata Lots 1 and 5 and the Remainder Lands is Shuswap Valley Estates Ltd.

4.3 Existing Encumbrances and Legal Notations:

A. There are registered against title to the Remainder Lands the following:

- (a) Legal Notations:
 - (i) Form P, Phased Strata Plan Declaration, CA3018132, as amended by CA3714281.
 - (ii) Easement CA3018167 granting access to the Remainder Lands over that part of the Common Property of Strata Plan EPS1206 included in Phase 1 only.
 - (iii) Easement CA6884259 granting access to the Remainder Lands over that part of the Common Property of Strata Plan EPS1206 included in Phase 1 and 2.

- (iv) Agricultural Land Commission Act notation relating to Plan M11420. A portion of the Remainder Lands is located within the Agricultural Land Reserve.
- (v) Easement S32351 in favour of the Remainder Lands providing for access over legal subdivision 8, Section 15, Township 23, Range 10, West of the 6th Meridian, Kamloops Division Yale District, except Plan 29720 for the purposes of installing a ditch, culvert, and pipes to benefit the Development.
- (vi) Easement W58295 in favour of the Remainder Lands over the SE ¼, Section 15, Township 23, Range 10, West 6th Meridian, Kamloops Division Yale District, Except the NE ¼ of said SE ¼, and Plans B3177, 34288 and 34863 as described in W58295 for the purposes of installing and maintaining a water pipeline easement across the said SE ¼.
- (vii) Right to Acquire Easement described in X4043 in favour of the Remainder Lands over Part Lot 1, Plan 34288 providing for the right to install a water pipeline within the easement area of the affected lands.
- (viii) Easement LB145399 (as modified by LB451878) in favour of the Remainder Lands over the SE ¼, Sec 15, Township 23, Range 10, Kamloops Division Yale District, except the NE ¼ of said SE ¼ and Plans B3177, 34288 and 34863 for the purposes of installing and maintaining water pipeline easement across the said SE ¼.
- (ix) Permit under Part 26 of the Local Government (See: LB487594) providing notice of Development Permit issued by the Columbia Shuswap Regional District for the Development.

(b) Charges, Liens & Interests:

- (i) Covenant LB481820 in favour of Columbia Shuswap Regional District. This Covenant requires that no construction or improvements of any kind take place on any parts of the Lands having slopes of thirty percent (30%) or greater until a geotechnical report has been submitted to and accepted by the Columbia Shuswap Regional District. Thereafter, all permitted construction and improvements shall be performed according to the accepted geotechnical report.
- (ii) Statutory Right of Way CA2796865 in favour of British Columbia Hydro and Power Authority for the provision of hydroelectric power to the Lands.

- (iii) Statutory Right of Way CA2796866 in favour of Telus Communications Inc. for the provision of telecommunication to the Lands.
- (iv) Covenant CA3018127 in favour of the Provincial Government and the Columbia Shuswap Regional District concerning building and habitability restrictions for the Lands, which may be subject to flooding and concerning vertical and horizontal setbacks in relation to any water courses.
- (v) Statutory Building Scheme CA5299688 governing any improvements to be constructed on a Strata Lot or future Strata Lot. The Statutory Building Scheme is attached as Schedule “D” to this Disclosure Statement.
- (vi) Covenant CA6884257 in favour of the Columbia Shuswap Regional District concerning well water potability, which may require an appropriate and effective water treatment system to upgrade the water quality to meet the Guidelines for Canadian Drinking Water Quality.

B. There are registered against title to Strata Lots 1 and 5 one or more of the following:

(a) Legal Notations:

- (i) Form P, Phased Strata Plan Declaration, CA3018132, as amended by CA3714281.
- (ii) Easement CB447727 for the benefit of the Common Property allowing The Owners, Strata Corporation EPS1206 to install and maintain a water pipeline easement across Strata Lot 6 to the Common Property.
- (iii) Easement S32351 in favour of Strata Lots 1 and 5 providing for access over legal subdivision 8, Section 15, Township 23, Range 10, West of the 6th Meridian, Kamloops Division Yale District, except Plan 29720 for the purposes of installing a ditch, culvert, and pipes to benefit the Development.
- (iv) Easement W58295 in favour of Strata Lots 1 and 5 over the SE ¼, Section 15, Township 23, Range 10, West 6th Meridian, Kamloops Division Yale District, Except the NE ¼ of said SE ¼, and Plans B3177, 34288 and 34863 as described in W58295 for the purposes of installing and maintaining a water pipeline easement across the said SE ¼.

- (v) Right to Acquire Easement described in X4043 in favour of Strata Lots 1 and 5 over Part Lot 1, Plan 34288 providing for the right to install a water pipeline within the easement area of the affected lands.
- (vi) Easement LB145399 (as modified by LB451878) in favour of Strata Lots 1 and 5 over the SE ¼, Sec 15, Township 23, Range 10, Kamloops Division Yale District, except the NE ¼ of said SE ¼ and Plans B3177, 34288 and 34863 for the purposes of installing and maintaining water pipeline easement across the said SE ¼.
- (vii) Permit under Part 26 of the Local Government (See: LB487594) providing notice of Development Permit issued by the Columbia Shuswap Regional District for the Development.

(b) Charges, Liens & Interests:

- (i) Covenant LB481820 in favour of Columbia Shuswap Regional District. This Covenant requires that no construction or improvements of any kind take place on any parts of the Lands having slopes of thirty percent (30%) or greater until a geotechnical report has been submitted to and accepted by the Columbia Shuswap Regional District. Thereafter, all permitted construction and improvements shall be performed according to the accepted geotechnical report.
- (ii) Statutory Right of Way CA2796865 in favour of British Columbia Hydro and Power Authority for the provision of hydroelectric power to the Lands.
- (iii) Statutory Right of Way CA2796866 in favour of Telus Communications Inc. for the provision of telecommunication to the Lands.
- (iv) Covenant CA3018127 in favour of the Provincial Government and the Columbia Shuswap Regional District concerning building and habitability restrictions for the Lands, which may be subject to flooding and concerning vertical and horizontal setbacks in relation to any water courses.
- (v) Statutory Building Scheme CA5299688 governing any improvements to be constructed on a Strata Lot or future Strata Lot. The Statutory Building Scheme is attached as Schedule “D” to this Disclosure Statement.
- (vi) Covenant CA6884257 in favour of the Columbia Shuswap Regional District over Strata Lot 5 concerning well water potability, which may require an appropriate and effective water treatment system to

upgrade the water quality to meet the Guidelines for Canadian Drinking Water Quality.

C. There are registered against the Common Property the following:

(a) Legal Notations:

- (i) Form P, Phased Strata Plan Declaration, CA3018132, as amended by CA3714281.
- (ii) Easement CB447727 in favour of the Common Property allowing for The Owners, Strata Plan EPS1206 to install and maintain a water pipeline easement across Strata Lot 6.
- (iii) Agricultural Land Commission Act notation relating to Plan M11420. A portion of the Remainder Lands is located within the Agricultural Land Reserve.
- (iv) Easement S32351 providing for access over legal subdivision 8, Section 15, Township 23, Range 10, West 6th Meridian, Kamloops Division Yale District, except Plan 29720 for the purposes of installing a ditch, culvert and pipes to benefit the Lands.
- (v) Easement W58295 over the SE ¼, Section 15, Township 23, Range 10, West 6th Meridian, Kamloops Division Yale District, except the NE ¼ of said SE ¼, and Plans B3177, 34288 and 34863 as described in W58295 for the purposes of installing and maintain a water pipeline easement across the said SE ¼ to benefit the Lands.
- (vi) Right to Acquire Easement described in X4043 over Part Lot 1, Plan 34288 providing for the right to install a water pipeline within the easement area of the affected lands.
- (vii) Easement LB145399 (as modified by LB451878) over the SE ¼, Section 15, Township 23, Range 10, Kamloops Division Yale District, except the NE ¼ of said SE ¼ and Plans B3177, 34288 and 34863 for the purposes of installing and maintaining a water pipeline easement across the said SE ¼ to benefit the Lands.
- (viii) Permit under Part 26 of the Local Government (See: LB487594) providing notice of Development Permit issued by the Columbia Shuswap Regional District for the Development.

(b) Encumbrances:

- (i) Covenant LB481820 in favour of Columbia Shuswap Regional District. This Covenant requires that no construction or improvements of any kind take place on any parts of the Lands

having slopes of thirty percent (30%) or greater until a geotechnical report has been submitted to and accepted by the Columbia Shuswap Regional District. Thereafter, all permitted construction and improvements shall be performed according to the accepted geotechnical report.

- (ii) Priority Agreement LB481821 granting Covenant LB481820 priority over mortgage LB145398 (as modified).
- (iii) Statutory Right of Way CA2796865 in favour of British Columbia Hydro and Power Authority for the provision of hydroelectric power to the Lands.
- (iv) Statutory Right of Way CA2796866 in favour of Telus Communications Inc. for the provision of telecommunication to the Lands.
- (v) Priority Agreement CA2796867 granting Statutory Right of Way CA2796865 priority over mortgage LB145398, CA1027615, CA2591458 (as modified).
- (vi) Priority Agreement CA2796868 granting Statutory Right of Way CA2796866 priority over mortgage LB145398, CA1027615, CA2591458 (as modified).
- (vii) Covenant CA3018127 in favour of the Provincial Government and the Columbia Shuswap Regional District concerning building and habitability restrictions for the Lands, which may be subject to flooding and concerning vertical and horizontal setbacks in relation to any water courses.
- (viii) Priority Agreement CA3018128 granting Covenant CA3018127 priority over mortgage LB145398, CA1027615, CA2591458 (as modified).
- (ix) Easement CA3018167 granting access to the Remainder Lands over that part of the Common Property included in Phase 1 only.
- (x) Statutory Building Scheme CA5299688 governing any improvements to be constructed on a Strata Lot or future Strata Lot. The Statutory Building Scheme is attached as Schedule “D” to this Disclosure Statement.
- (xi) Covenant CA6884257 in favour of the Columbia Shuswap Regional District concerning well water potability, which may require an appropriate and effective water treatment system to upgrade the water quality to meet the Guidelines for Canadian Drinking Water Quality.

- (xii) Easement CA6884259 granting access to the Remainder Lands over that part of the Common Property included in Phase 1 and 2.

(c) General Index:

- (i) Form X – Mailing Address CA3018135;
- (ii) Form W – Voting Rights CA3018134 (Phase 1);
- (iii) Form V – Unit Entitlement CA3018133 (Phase 1);
- (iv) Form I – Amendment to Strata Bylaws CA5566762;
- (v) Form V – Unit Entitlement CA6884256 (Phase 2);
- (vi) Form V – Unit Entitlement CB393188 (Phase 3).

Copies of these charges may be obtained from the Developer's solicitors, Pushor Mitchell LLP, 301-1665 Ellis Street, Kelowna, BC V1Y 2B3. Phone: 250-762-2108.

4.4 Proposed Encumbrances: The Developer proposes to register the following encumbrances or charges against title to the Remainder Lands, the Strata Lots and/or the Common Property prior to or concurrently with the registration of the strata plan:

- (a) Further rights of way, easements, or covenants which may be required by the Developer, Columbia Shuswap Regional District, Province of British Columbia, British Columbia Hydro and Power Authority, Telus Communications Inc., FortisBC Inc., or any other governmental or public utility as may be necessary to service the Development and Lands.
- (b) The Strata Lots will enjoy the benefit, or the burden of the implied easements set out in Section 69 of the Strata Property Act.
- (c) Further rights of way, easements, or covenants which may be required for road access to connecting land parcels for neighbours or future development.
- (d) Further rights of ways, easements or covenants which may be required by the Developer, Columbia Shuswap Regional District, the Province of British Columbia or other governmental authorities as may be necessary for expanding waterlines or the development of a water system within the Development.
- (e) The Strata Lots, in particular proposed Strata Lot 9, may be affected by Agricultural Land Commission Act notation relating to Plan M11420, as a portion of the Remainder Lands is located within the Agricultural Land Reserve.

- 4.5 **Outstanding or Contingent Litigation or Liabilities:** There are no outstanding liabilities or contingent litigation in connection with the Lands.
- 4.6 **Environmental Matters:** There are no environmental conditions affecting the Lands except the restrictions contained within the Section 219 Covenants LB481820 and CA3018127 described in paragraph 4.3 above. Except for Covenants described in LB481820 and CA3018127 above, the Developer is not aware of any dangers or requirements imposed by the local government or other governmental authority relating to flooding or to the conditions of the soil and subsoil or any other environmental matters.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates:

- (a) **Commencement:** The Developer estimates construction will commence as follows:
- (i) Phases 4 and 5 – between May 1, 2024 and July 31, 2024.
- (b) **Completion:** The Developer has completed construction of Phases 1, 2, and 3 of the Development. The strata plans for Phases 1, 2 and 3 have been registered in the Land Title Office under Strata Plan EPS1206 on March 4, 2013, June 22, 2018 and December 16, 2022, respectively.

The Developer estimates completing construction of proposed Phases 4 and 5 between January 1, 2025 and March 31, 2025.

For the purposes of this section:

“commencement of construction” means the date of commencement of excavation in respect of construction of an improvement that will become part of a development unit within the development property, and where there is no excavation it means the date of commencement of construction of an improvement that will become part of the common property or part of a development unit within the development property; and

“completion of construction” means the date the bare land strata plan is deposited in the land title office.

- 5.2 **Warranties:** There are no warranties provided with a strata lot.

6. APPROVALS AND FINANCES

- 6.1 **Development Approval:** The Developer received preliminary layout approval from the Ministry of Transportation and Infrastructure (the “Provincial Approving Officer”) for Phases 1 through 3, which are now complete and registered at the Land Title Office. The Developer has received the preliminary layout review for

Strata Lots 7 to 10, inclusive, being Phases 4 and 5 from the Provincial Approving Officer.

For each of Phases 1 to 5, the CSRD has provided initial comments to the Developer and Provincial Approving Officer that the Development lands is not subject to a zoning bylaw. Since a zoning bylaw is not applicable, the CSRD has instead provided approval of the Development in principle through the issuance of Development Permit No. 830-29, issued with Phase 1, and registrations against title relating to the future development of the Lands in accordance with the Rural and Resource designation in the OCP Bylaw.

The Development has received the Form P Phased Strata Approval from the Provincial Approving Officer. Please see Schedule "C".

6.2 **Construction Financing:** The Developer intends to self finance the Development.

7. MISCELLANEOUS

7.1 **Deposits:** The purchaser's realtor or the developer's solicitor will be holding the purchaser's deposits and all money received from a purchaser will be held in trust by the purchaser's realtor or the developer's solicitor in the manner required by the *Real Estate Development Marketing Act*.

7.2 **Purchase Agreement:**

- (a) A copy of the Developer's form of purchase agreement is attached as Schedule "J" to this Disclosure Statement (the "Purchase Agreement"). The Developer and purchaser may negotiate the terms of the Purchase Agreement.
- (b) The Developer may terminate the Purchase Agreement if the purchaser fails to pay the Deposit as required by the Purchase Agreement. The purchaser may terminate the Purchase Agreement if the Developer extends the Completion Date six months beyond the Outside Completion Date as described in paragraph 7.2(c) below.
- (c) The Purchase Agreement provides for a date by which the purchase and sale must complete by (the "Outside Completion Date"). The Developer may extend the Completion Date past the Outside Completion Date by providing written notice to the purchaser. If the extension is six months beyond the Outside Completion Date, then the purchaser may terminate the Purchase Agreement.
- (d) Section 19 of the Purchase Agreement relates to assignment of the Purchase Agreement by the purchaser. The purchaser may assign the Purchase Agreement with the written consent of the Developer, which may be unreasonably withheld, and the payment of a \$5,000.00 fee, plus GST, to the Developer unless the assignment is to a spouse, child, parent,

grandparent or sibling of the purchaser or a company controlled by the Purchaser. The Developer may require the purchaser or its permitted assignee to swear a declaration that they are exempt from any prohibition on the sale of property to non-Canadians in force at the time of the permitted assignment.

- (e) The Purchase Agreement does not provide for deposits to be paid into interest-bearing trust accounts.

7.3 **Developer's Commitments:** There are no commitments made by the Developer that will be required to be met after completion of the sale of the Strata Lots.

7.4 **Other Material Facts:**

- (a) The Developer advises that the Development is located within a wildfire interface area and may be subject to a hazard of wildfire. Purchasers and owners should familiarize themselves with the BC Ministry's Firesmart Manual for information on reducing their risk and protection measures to be implemented by the Purchaser or owner: <http://bcwildfire.ca/Prevention/Property>.
- (b) The Developer advises that according to the Provinces' Archaeological Branch records there are no known archaeological sites recorded on the Development. Their records do indicate, however, there is a high to moderate potential for previously unidentified sites to exist on the Development. While a Provincial heritage permit is not currently required, one may be required if an archaeological site is discovered. Purchasers and owners are advised that if archaeological materials are exposed in land-altering activities, the Province has the right to halt all activities until investigation is complete and a permit obtained, which may cause significant project delays.
- (c) There are no other material facts save as set forth in this Disclosure Statement.

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 of any misrepresentation, subject to any defenses available under section 22 of the Act.

Declaration

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of the 5th day of June, 2024.

SHUSWAP VALLEY ESTATES LTD.

by its authorized signatory:

DocuSigned by:
Kelly Romaniuk

Kelly Romaniuk

Signed by the Director in his personal capacity:

DocuSigned by:
Kelly Romaniuk

Kelly Romaniuk

Schedule “A”

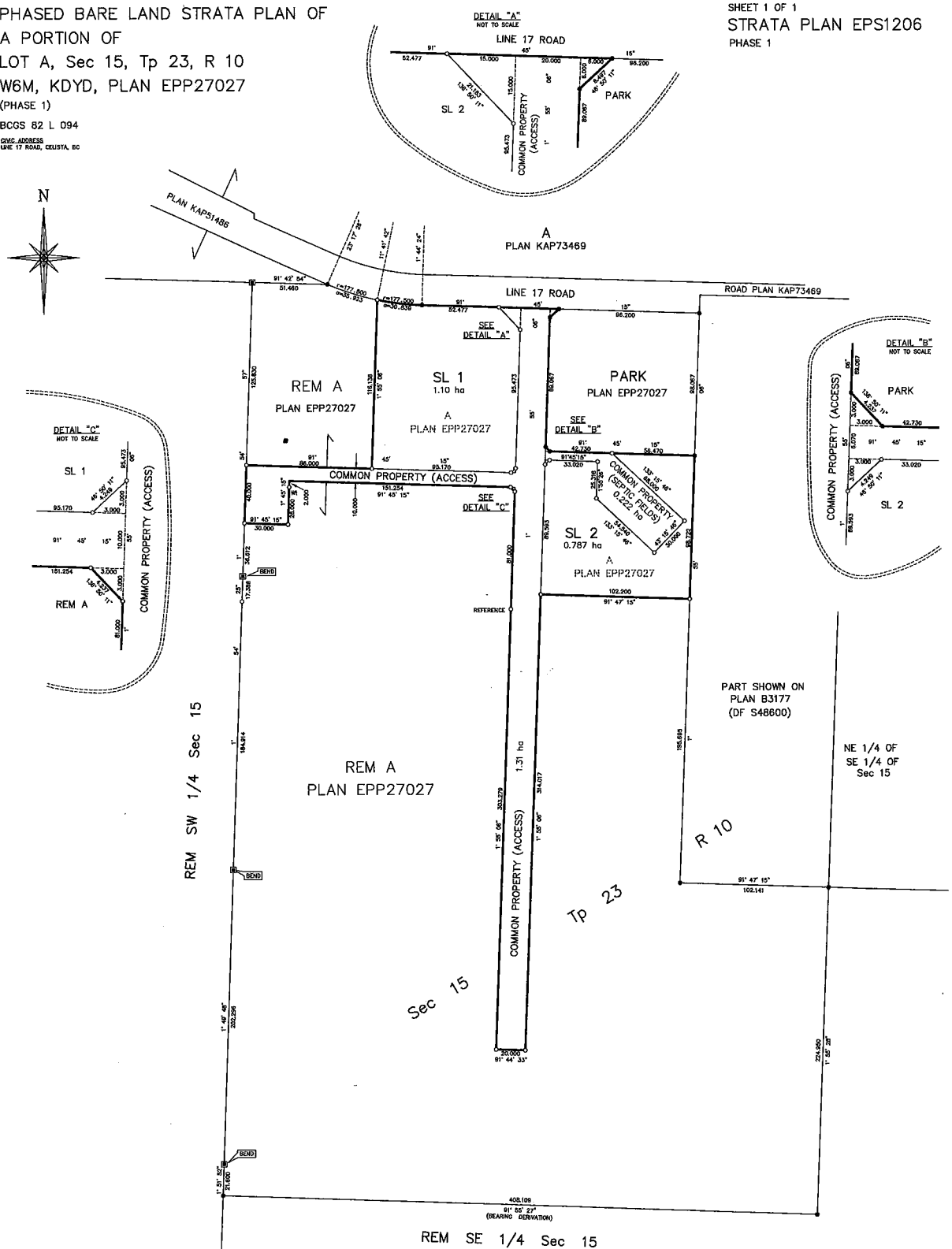
Phases 1-3 Strata Plan, Proposed Strata
Plan Phases 4-5, and Sketch Plan

PHASED BARE LAND STRATA PLAN OF
A PORTION OF
LOT A, Sec 15, Tp 23, R 10
W6M, KDYD, PLAN EPP27027
(PHASE 1)

BCGS 82 L 094

CIVIC ADDRESS
LINE 17 ROAD, CELISTA, BC

SHEET 1 OF 1
STRATA PLAN EPS1206
PHASE 1



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH
BY 864mm IN HEIGHT (SHEET SIZE D) WHEN PLOTTED AT
A SCALE OF 1:1250

THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES EXPRESSED
IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED

BEARINGS ARE GRID AND DERIVED FROM

PLAN EPP27027

LEGEND:

FOUND	PLACED	DESCRIPTION
●	○	STANDARD IRON POST
■		OLD PATTERN DOMINION IRON POST

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED BY
IVAN J. ROYAN, BCLS, ON THE 17TH DAY OF DECEMBER, 2012

CAD FILE:T01137-PHS1.DWG(DEC 20/12)

UNDERHILL & UNDERHILL
PROFESSIONAL LAND SURVEYORS
204-153 SEYMOUR STREET

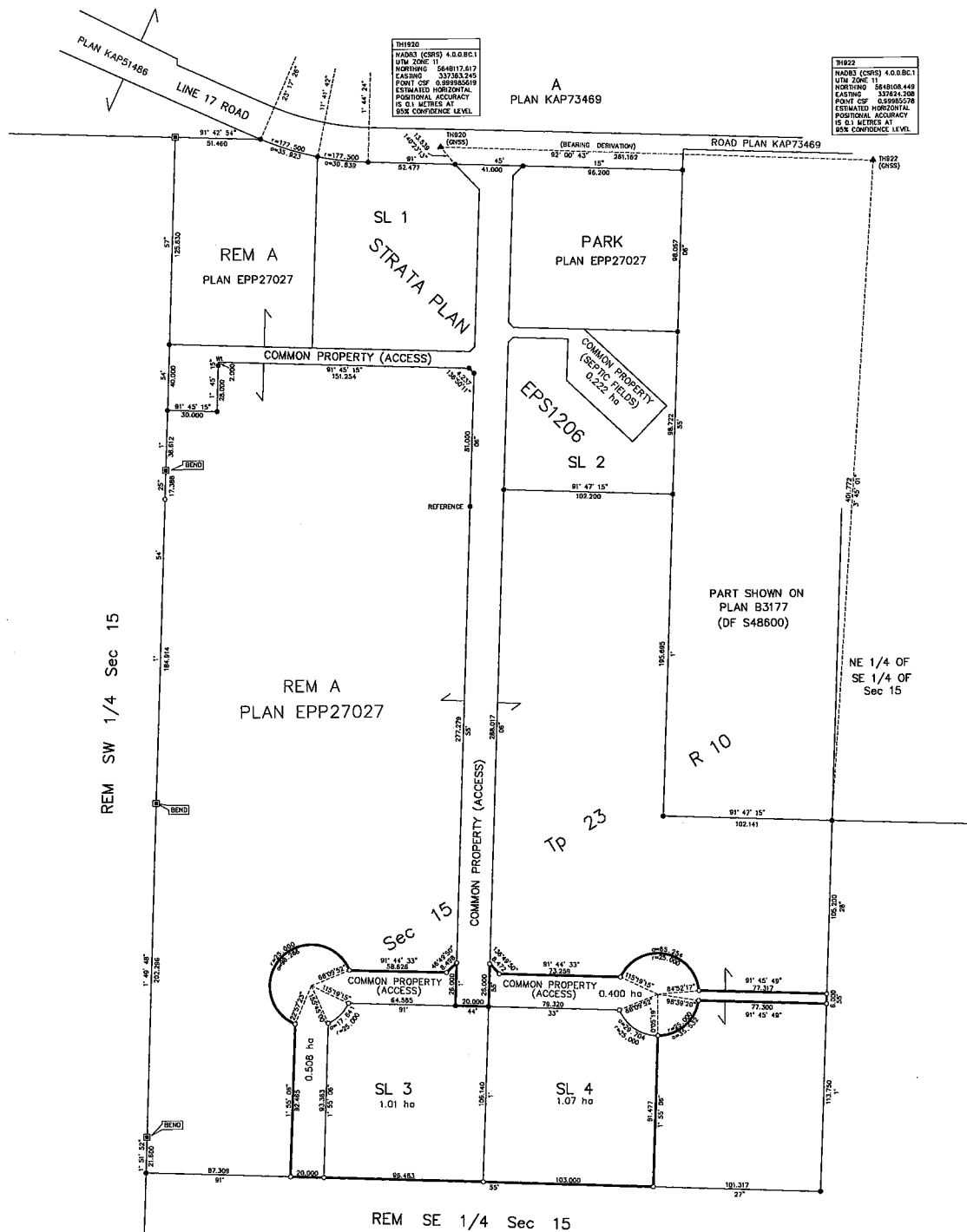
THIS PLAN LIES WITHIN THE
COLUMBIA - SHUSWAP REGIONAL DISTRICT
AND THE VERNON ASSESSMENT AREA

UNDERMILL & UNDERMILL
PROFESSIONAL LAND SURVEYORS
204-153 SEYMOUR STREET
KAMLOOPS, B.C. V2C 2C7
TEL. (250) 372-8835

DRAWN BY: BWR F.B. 610 Pg. 85-75, 108-120 FILE NO. K11-148A

SHEET 1 OF 1
STRATA PLAN EPS1206
PHASE 2

CIVIC ADDRESS
LINE 17 ROAD, CELISTA, BC



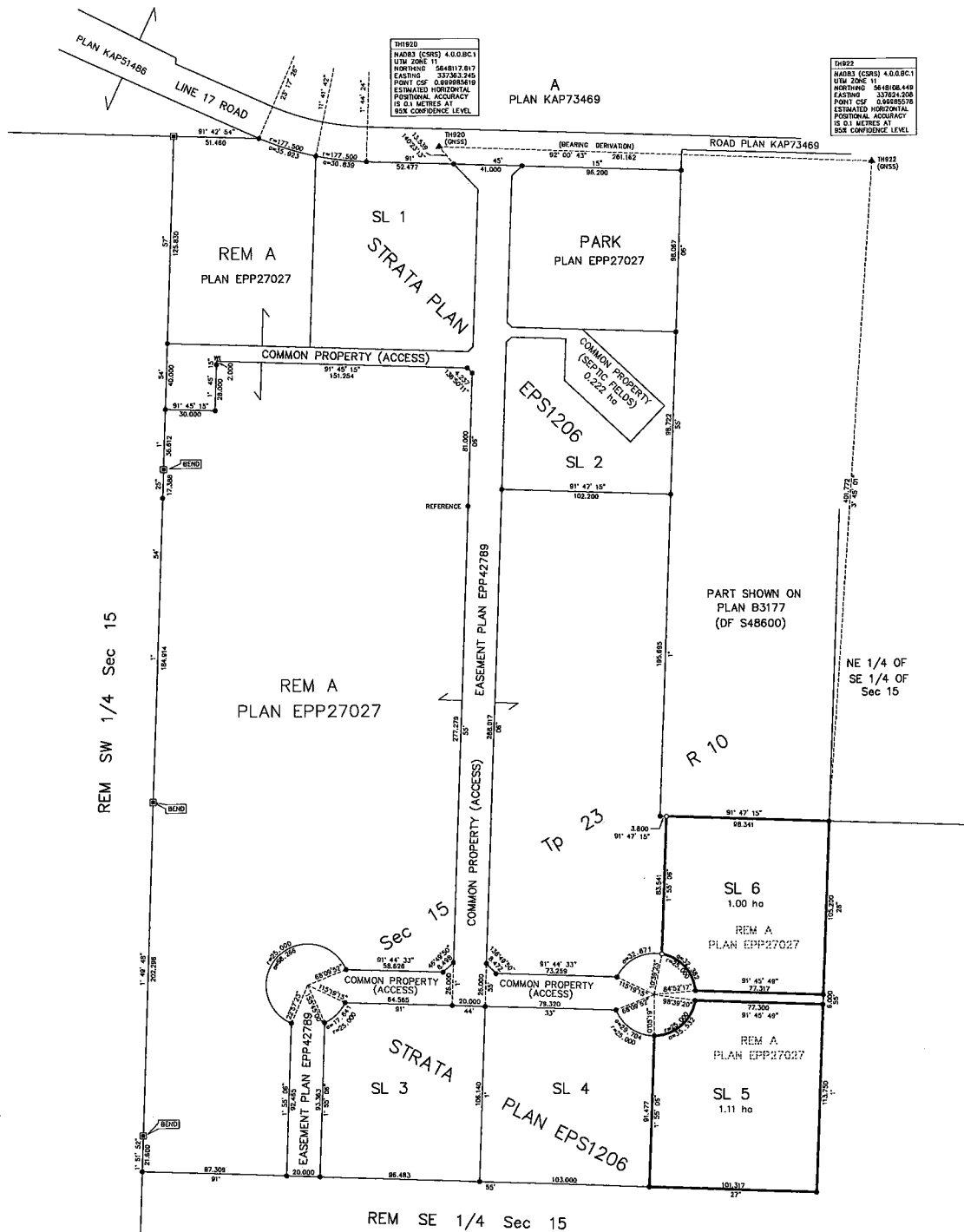
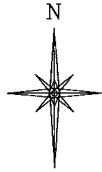
THIS PLAN LIES WITHIN THE
COLUMBIA - SHUSWAP REGIONAL DISTRICT

PROFESSIONAL LAND SURVEYORS
204-153 SEYMOUR STREET
KAMLOOPS, B.C. V2C 2C7

PHASED BARE LAND STRATA PLAN OF
A PORTION OF
LOT A, Sec 15, Tp 23, R 10
W6M, KDYD, PLAN EPP27027
EXCEPT STRATA PLAN EPS1206(PHASE 1 AND 2)

SHEET 1 OF 1
STRATA PLAN EPS1206
PHASE 3

BCGS 82 L 094
CIVIC ADDRESS
LINE 17 ROAD, CELUSTA, BC



REM SE 1/4 Sec 15

ACCESS TO REMAINDER OF LOT A IS BY AN
ACCESS AGREEMENT ACROSS COMMON PROPERTY

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS
WHICH ARE NOT SET ON THE TRUE CORNERS

THIS BARE LAND STRATA PLAN LIES WITHIN THE
JURISDICTION OF THE APPROVED OFFICER FOR THE
MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE
MOR FILE NO. 2009-02817

THE COMMON FACILITY (SEPIC FIELDS) IN THIS PHASE IS
SUBJECT TO THE CONDITIONS SET OUT IN THE FORM "F"
FILED FOR THIS STRATA PLAN

THIS PLAN IS PHASE 3 OF AN AN PHASE STRATA PLAN
UNDER SECTION 224 OF THE STRATA PROPERTY ACT
LYING WITHIN THE JURISDICTION OF THE APPROVING OFFICER
FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES
IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED
TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL
DISTANCES BY THE AVERAGE CORRECTION FACTOR OF 0.99955885

THE AVERAGE CORRECTION FACTOR HAS BEEN DETERMINED
BASED ON AN ELLIPSOIDAL ELEVATION OF 438 METRES

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY
DIFFERENTIAL GLOBAL POSITIONING SYSTEM OBSERVATIONS AND ARE REFERRED
TO THE CENTRAL MERIDIAN OF ZONE 11 (LONGITUDE 117° WEST)

TO OBTAIN LOCAL ASTRONOMIC BEARINGS REFERRED TO THE MERIDIAN
THROUGH THE SUBTRACT 1° 47' 51" FROM GRID BEARINGS
THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACHIEVED
ACCURACY ARE DERIVED FROM GNSS DUAL FREQUENCY BASELINE TIES TO ACP'S
AT INVERMERE AND SUMMERSLAND

30m 0 30 60m
THE INTENDED PLOT SIZE OF THIS PLAN IS 380mm IN WIDTH
BY 864mm IN HEIGHT (SHEET SIZE D) WHEN PLOTTED AT
A SCALE OF 1:1250

LEGEND:
FOUND PLACED DESCRIPTION
● ○ STANDARD IRON POST
⊕ OLD PATTERNS DOMESTIC IRON POST
▲ TRAVERSE HUB
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED
ON THE 5TH DAY OF AUGUST, 2022
CHRISTOPHER JOHN DE HAAN, BOLS (#789)

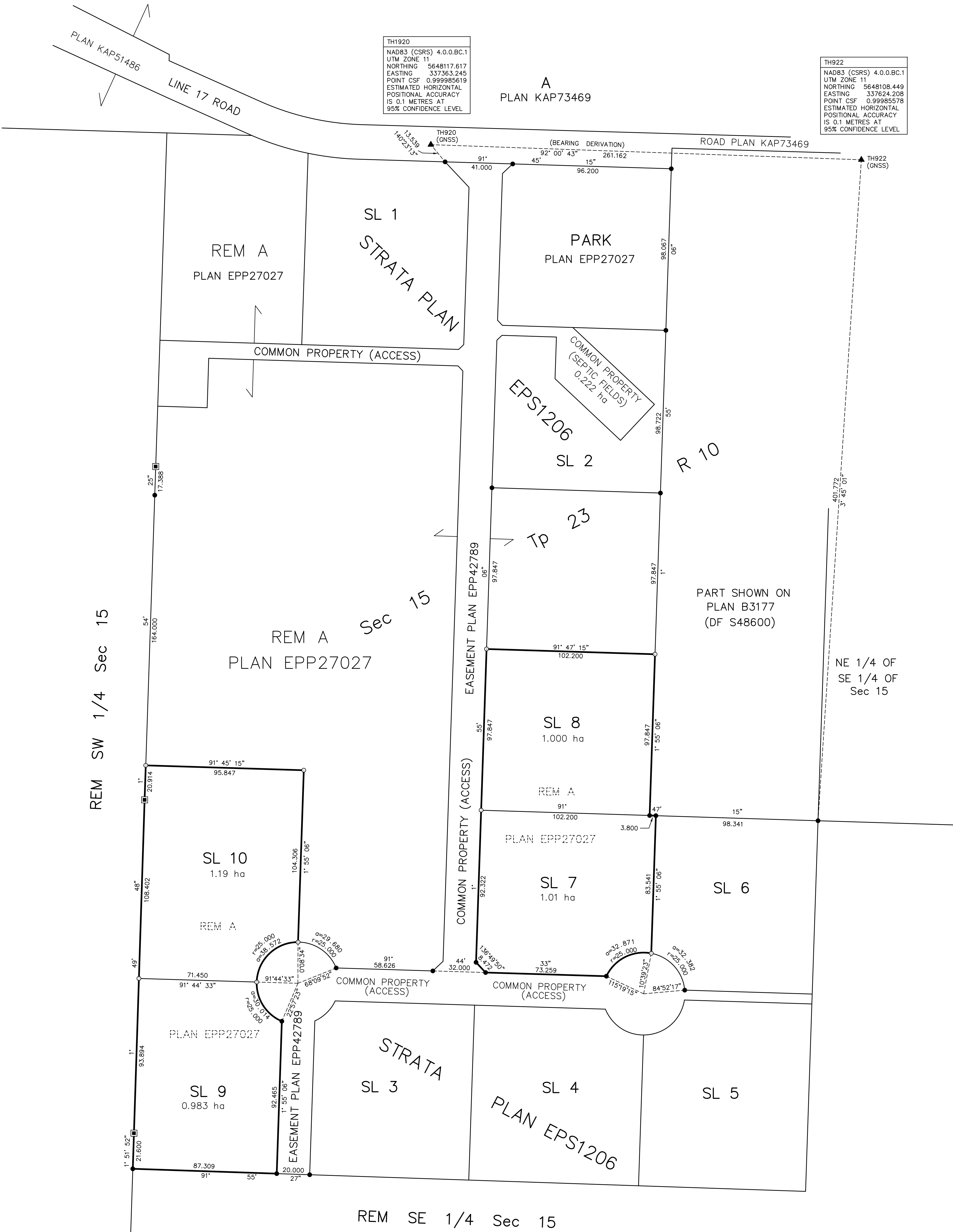
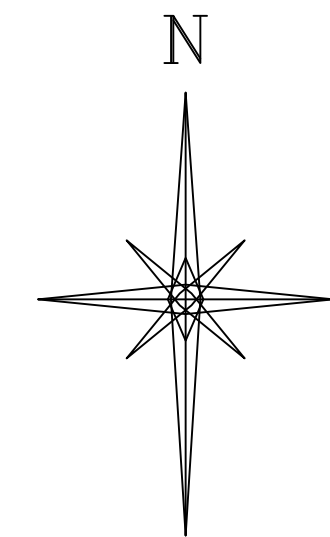
CAD FILE: 106427-PHASE3.DWG (SEP 20/22)

UNDERHILL & UNDERHILL
PROFESSIONAL LAND SURVEYORS
404-153 SENIAR STREET
CANADIAN, B.C. V2C 2C7
TEL (250) 372-8835

PHASED BARE LAND STRATA PLAN OF
A PORTION OF
LOT A, Sec 15, Tp 23, Rge 10
W6M, KDYD, PLAN EPP27027
EXCEPT STRATA PLAN EPS1206(PHASE 1, 2 AND 3)

SHEET 1 OF 1
STRATA PLAN EPS1206
PHASES 4 & 5

BCGS 82 L 094
CIVIC ADDRESS
LINE 17 ROAD, CELISTA, BC



ACCESS TO REMAINDER OF LOT A IS BY AN ACCESS AGREEMENT ACROSS COMMON PROPERTY

THIS BARE LAND STRATA PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE MOTI FILE No: 20009-02817

THE COMMON FACILITY (SEPTIC FIELDS) IN THIS PHASE IS SUBJECT TO THE CONDITIONS SET OUT IN THE FORM "P" FILED FOR THIS STRATA PLAN

THIS PLAN IS PHASE #4 & #5 OF AN #8 PHASE STRATA PLAN UNDER SECTION 224 OF THE STRATA PROPERTY ACT LYING WITHIN THE JURISDICTION OF THE APPROVING OFFICER FOR THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES IN METRES AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF 0.999855985

THE AVERAGE COMBINED FACTOR HAS BEEN DETERMINED BASED ON AN ELLIPSOIDAL ELEVATION OF 439 METRES

GRID BEARINGS ARE DERIVED FROM DUAL FREQUENCY DIFFERENTIAL CARRIER PHASE GNSS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF ZONE 11 (LONGITUDE 117° WEST)

TO OBTAIN LOCAL ASTRONOMIC BEARINGS REFERRED TO THE MERIDIAN THROUGH TH920 SUBTRACT 1° 47' 57" FROM GRID BEARINGS

THE UTM COORDINATES AND ESTIMATED HORIZONTAL POSITIONAL ACHIEVED ACCURACY ARE DERIVED FROM GNSS DUAL FREQUENCY BASELINE TIES TO ACP'S AT INVERMERE AND SUMMERLAND

LEGEND :

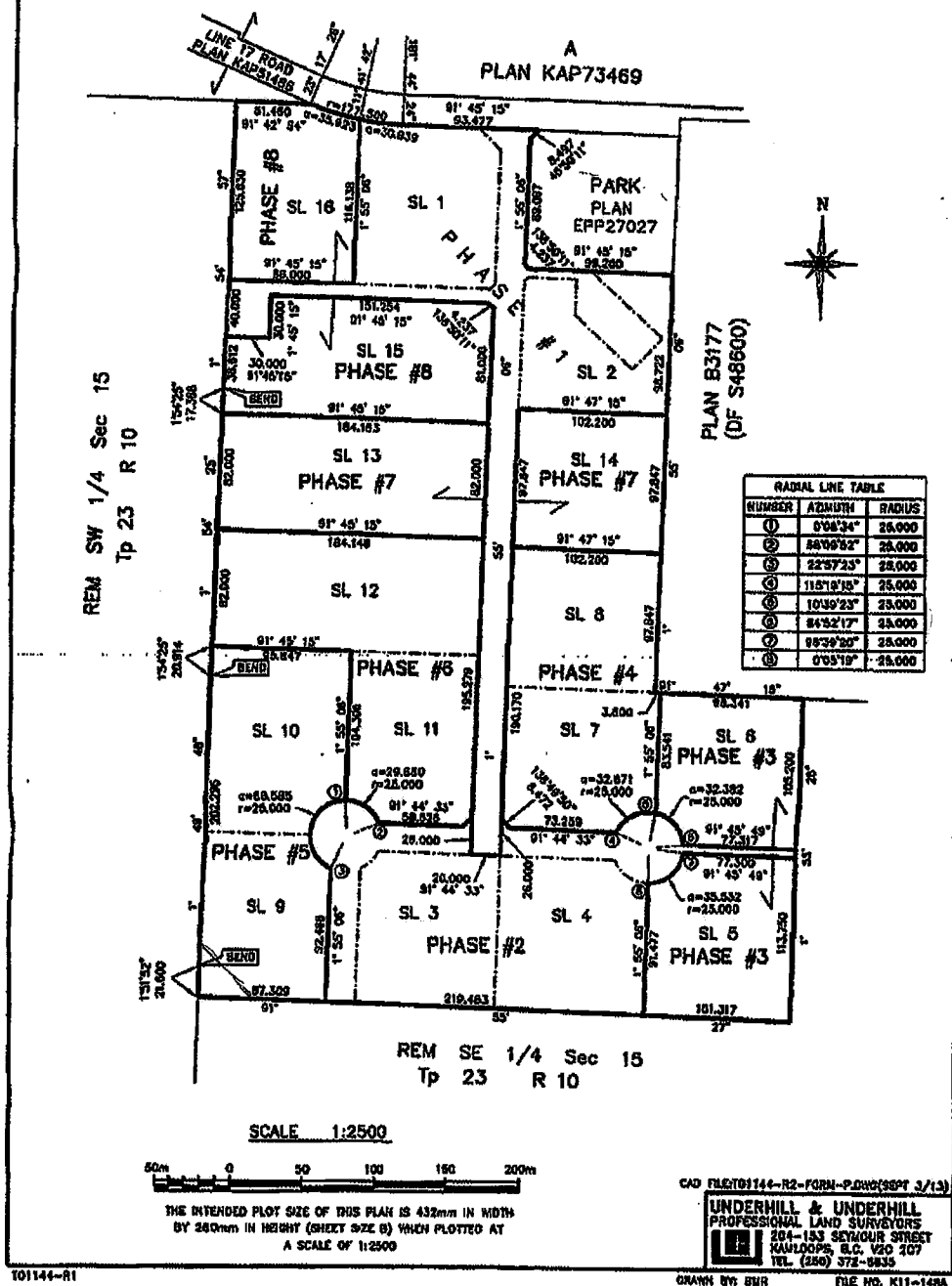
FOUND	PLACED	DESCRIPTION
●	○	STANDARD IRON POST
■	○	OLD PATTERN DOMINION IRON POST
▲		TRAVERSE HUB

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 22ND DAY OF SEPTEMBER, 2023
CHRISTOPHER JOHN de HAAN, BCLS (#799)

CAD FILE: T06992-PHASE 4-5.DWG (OCT 4/23)

UNDERHILL & UNDERHILL
PROFESSIONAL LAND SURVEYORS
204-153 SEYMOUR STREET
KAMLOOPS, B.C. V2C 2C7
TEL: (250) 372-8835

SKETCH PLAN TO
ACCOMPANY FORM "P"
OF THE STRATA PROPERTY ACT
SHOWING PHASE BOUNDARIES
IN LOT A, Sec 15, Tp 23, R 10
W6M, KDYD, PLAN EPP27027



Schedule “B”

RSC Rural and Resources Land Zoning

Policy 6

Agri-tourism and agri-accommodation operations are considered complementary to agricultural land use, and are acceptable in the Agricultural designation, subject to additional conditions in the implementing zoning bylaw and the policies and regulations of the Agricultural Land Commission.

Policy 7

Home-based businesses and home-based industries, as defined in the zoning bylaw, are acceptable in the Agriculture designation. On ALR lands, these uses are subject to Agricultural Land Commission policies and regulations.

Policy 8

Exclusion or subdivision of ALR lands within Settlement Areas will be reviewed on a case-by-case basis. ALR lands in Settlement Areas should not be presumed to be excludable or subdividable. An Agriculture Strategy or Agriculture Plan should be developed to help determine when exclusions or subdivisions are appropriate.

11.4 Rural and Resource Lands (RSC)

Objective 1

To support forestry, agricultural, mining and recreational uses provided they follow all Provincial regulatory requirements, and avoid conflicts with residential areas.

Policy 1

The Rural and Resource land use designation is established on Schedules B & C.

Policy 2

Forestry, mineral, and aggregate extraction and outdoor recreational uses are appropriate in this area.

Policy 3

Lands designated as Rural and Resource should be maintained as large land parcels.

Policy 4

The Regional District encourages responsible land use practices on Rural and Resource lands:

Forestry should be managed in accordance with the Okanagan Shuswap Land and Resource Management Plan (OSLRMP). The Ministry of Forests, Lands and Natural Resource Operations is encouraged to use its regulatory authority to ensure that best management practices are followed by logging operations in order to minimize erosion and protect, to the greatest extent possible, the attractive viewscales associated with the natural tree cover in the area. There should be no clear-cutting of large tracts of forest land that are visible from Shuswap Lake.

Aggregate operations are subject to the licensing requirements of the Ministry of Energy and Mines. Aggregate operators must conduct their activities in accordance with the Aggregate Operators Best Management Practices Handbook for British Columbia which addresses specific community issues such as noise, dust, traffic, hours of operation, viewscales and sets out specific practices designed to minimize impact on the environment. Schedule E, showing the extent of aggregate potential, is sourced from the Ministry of Energy and Mines.

Policy 5

The Regional District encourages the Ministry of Energy and Mines to refer sand and gravel/quarry proposals to the Regional District and give due consideration to the impact of extraction and processing activities on surrounding land uses and developments. In particular, the Regional District encourages the Ministry not to issue new surface permits for sand and gravel/quarry processing near residential areas unless the applicant demonstrates how mitigation measures will minimize or nullify the effects of the proposed activity.

Policy 6

Resource extraction operations, including forestry and mining, are responsible for restoring the landscape upon completion of the operations.



Electoral Area "F"
Official Community Plan
Bylaw No. 830

Schedule C Land Use Map

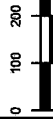
F 2609
Celistatown

- OC.P Boundary
 CS&D Mapsheets
 Parcel Boundary
 IR - Indian Reserve
 Lake

- ### OCP Disambiguation

- | | |
|-----|----------------------------|
| C | Commercial |
| WC | Warehouse/Commercial |
| TC | Town Center Commercial |
| ID | Industrial |
| CPU | Commercial Public Utility |
| PI | Public and Institutional |
| LD | Low Density Residential |
| MD | Medium Density Residential |
| R | Rural Residential |
| RR | Rural Residential |
| NR | Neighborhood Residential |
| VM | Village Main Residential |
| MR | Main Residential |
| RT | Residential Resort |
| RSC | Rural and Resource |
| AG | Agriculture |
| PA | Parks and Recreation |
| FW | Fishery and Water |
| VC | Village Center |
| SA | Primary Settlement Area |
| SSA | Secondary Settlement Area |

CSRD Mapsheets			
2708	2709	2710	
2608	2609	2610	
2508	2509	2510	

Nad 83 CNT Datum
UTM Zone 11 Projection

Scale 1:10,000

Columbia Shuswap Regional District
555 Harbourside Dr NE, Salmon Arm, BC V1E 4P1

Date: 5/5/2021

The information on this map was compiled by the CSRD for regulatory and internal reference purposes only. No representation or warranty is made as to the accuracy of the information.



Schedule “C”

Form P, Phased Strata Plan Declaration

KAMLOOPS LAND TITLE OFFICE

May-08-2014 08:40:32.001

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

CA3714281

PAGE 1 OF 6 PAGES

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

Pamela Anne
Johnson
T68KW1

Digitally signed by Pamela Anne
Johnson T68KW1
DN: cn=CA, o=Pamela Anne Johnson
T68KW1, ou=Lawyer, email=Verify ID at
www.jurix.com/LKUP.cfm?
in=T68KW1
Date: 2014.05.08 08:28:33 -0700

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

RICK HENEY, LAWYER, FULTON & COMPANY LLP

Lawyers & Trade-Mark Agents

300 - 350 Lansdowne Street

Kamloops

BC V2C 1Y1

Phone: 250-372-5542

LTO Client #10336

File: 64328-7/JRH/jlb

Document Fees: \$24.20

Deduct LTSA Fees? Yes ☒

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

Form-PA Amended Phased Strata Plan Declaration

LTO Document Reference: CA3018132

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

SEE SCHEDULE

ADDITIONAL PARCEL INFORMATION

PAGE 2 OF 6 PAGES

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-036-551

**LOT A SEC 15 TP 23 RGE 10 W6M KDYD PLAN EPP27027 EXCEPT STRATA
PLAN EPS1206 (PHASE 1)**

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-036-569

STRATA LOT 1 SEC 15 TP 23 RGE 10 W6M KDYD STRATA PLAN EPS1206

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-036-577

STRATA LOT 2 SEC 15 TP 23 RGE 10 W6M KDYD STRATA PLAN EPS1206

ADDITIONAL PARCEL INFORMATION

PAGE 3 OF 6 PAGES

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

NO PID NMBR THE COMMON PROPERTY OF STRATA PLAN EPS1206

[Related Plan Number]

EPS1206

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

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

STRATA PROPERTY ACT
AMENDED FORM P
PHASED STRATA PLAN DECLARATION
(SECTIONS 221, 222)

I, Shuswap Valley Estates Ltd., declare

1. That I have created a strata plan by way of phased development of the following land which I own or on which I hold a right to purchase:

PID: 029-036-551, Lot A, Sec 15, Tp 23, Rge 10, W6M, KDYD, Plan EPP27027, Except Plan EPS1206 (Phase 1)

PID: 029-036-569, Strata Lot 1, Sec 15, Tp 23, Rge 10, W6M, KDYD, Strata Plan EPS1206

PID: 029-036-577, Strata Lot 2, Sec 15, Tp 23, Rge 10, W6M, KDYD, Strata Plan EPS1206

PID: NO PID NUMBER, The Common Property of Strata Plan EPS1206

2. That the plan of development is as follows:

- (a) The development will comprise eight phases and the only common facility will be a sewage treatment plant and piping contained on the common property to be created within Phase 1 of the development. Phase 1 includes strata lots 1 and 2 and common property (as indicated above and on the attached plan). Phases 2 through 8 each comprise two bare land strata lots and in the case of Phases 2, 3 and 8, the indicated common property.
- (b) Attached is a sketch plan showing:
- (i) the land to be included in the phased strata plan;
 - (ii) the parcel boundaries of each strata lot;
 - (iii) the approximate boundaries of each phase;
 - (iv) the sewage treatment plant disposal common facility shown adjacent to strata lot 2;
 - (v) interior road accesses and other common property of the strata corporation; and
 - (vi) storm drainage retention ponds adjacent to strata lots 1 and 5 within the common area.
- (c) The following sets out the estimated date of commencement of construction of each phase of the development and the estimated date of completion:

Phase	Estimated Commencement Date	Estimated Completion Date	Unit Entitlement
Phase 1	July 1, 2010	September 1, 2012	2 units
Phase 2	May 1, 2013	September 30, 2014	2 units
Phase 3	July 1, 2014	September 30, 2015	2 units

{01672995.4}

- 2 -

Phase 4	July 1, 2014	September 30, 2015	2 units
Phase 5	May 1, 2015	September 30, 2016	2 units
Phase 6	May 1, 2015	September 30, 2016	2 units
Phase 7	May 1, 2016	September 30, 2017	2 units
Phase 8	May 1, 2016	September 30, 2017	2 units

(d) Each bare land strata lot will have a unit entitlement of 1, with the total unit entitlement for each phase shown in item 2(c) above and the total unit entitlement of the development being 16.

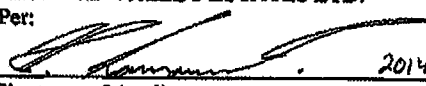
(e) The maximum number of units to be created in the development is 16 bare land strata lots consisting of two strata lots in each phase of the development.

3. That I will elect whether or not to proceed with each phase on or by the following dates:

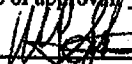
Phase	Date
Phase 1	May 1, 2012
Phase 2	May 1, 2013
Phase 3	May 1, 2014
Phase 4	May 1, 2014
Phase 5	May 1, 2015
Phase 6	May 1, 2015
Phase 7	May 1, 2016
Phase 8	May 1, 2016

SHUSWAP VALLEY ESTATES LTD.

Per:

 2014-01-06
Signature of Applicant

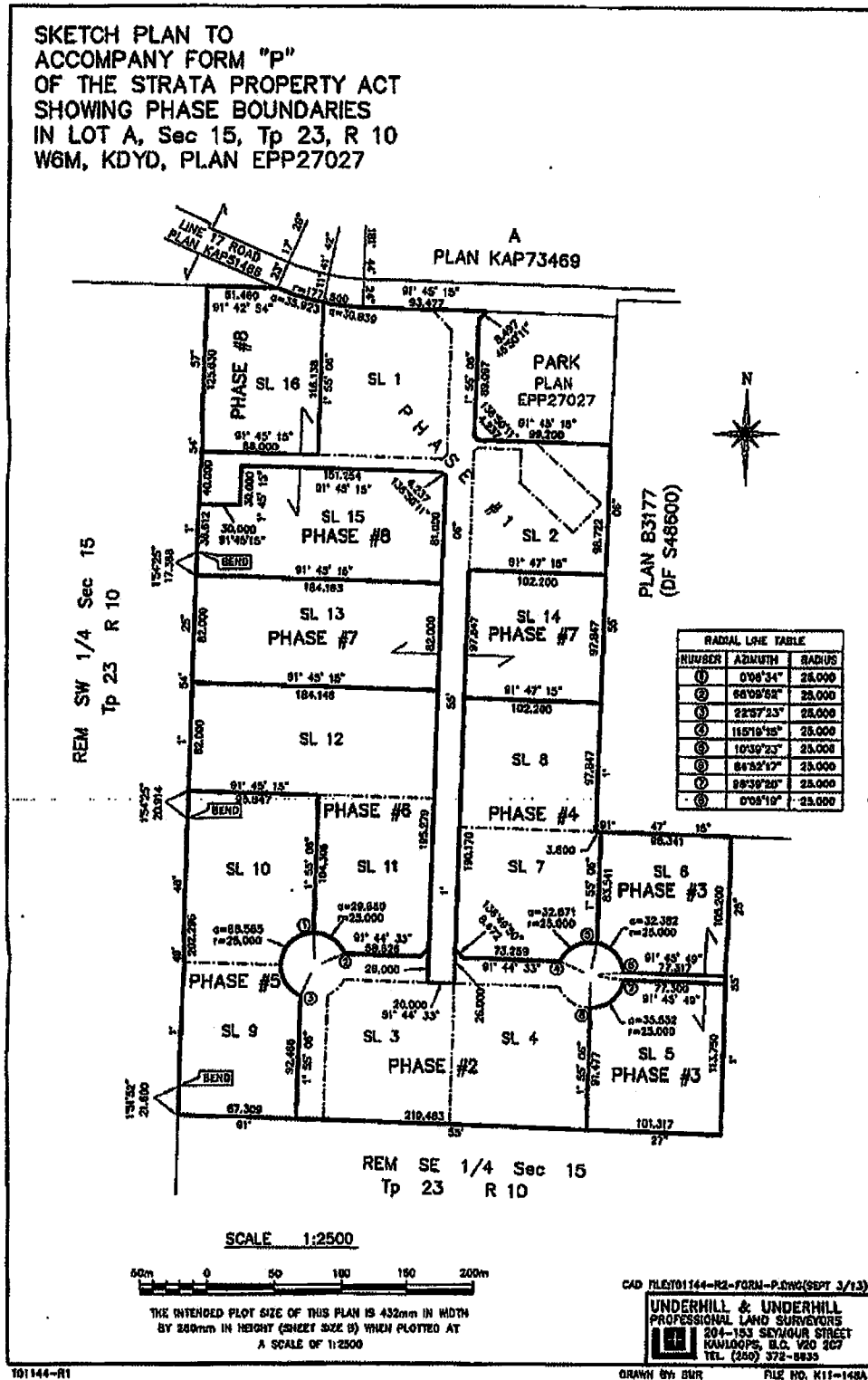
Date of approval 13 day of February, 2014.


Signature of Approving Officer

Provincial Approving Officer
Name of Municipality (or as the case may be)

2009-02817

* Section 222 (2) of the Act provides that approval expires after one year unless the first phase is deposited before that time.
[01672895.2]



Schedule “D”

Statutory Building Scheme

Status: Registered

FORM 170 V12

Doc #: CA5299688

RCVD: 2016-06-29 RQST: 2016-08-09 14.08.39

DECLARATION(S) ATTACHED

KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING Jun-29-2016 10:13:21.001
LAND TITLE AND SURVEY AUTHORITY

CA5299688

PAGE 1 OF 6 PAGES

- Your electronic signature is a representation by you that:

- you are a subscriber; and
- you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,

and have done so in accordance with Sections 168.3 and 168.4(1)(4) of the *Land Title Act*.

RSBC 1996, C.250.

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:

- the supporting document is identified in the imaged copy of it attached to this electronic application;
- the original of the supporting document is in your possession; and
- the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Bradley Cameron
Cronquist
FLBMXV

Digitally signed by Bradley Cameron
Cronquist FLBMXV
DN: c=CA, ou=Bradley Cameron
Cronquist FLBMXV, o=Lawyer,
ou=Verdy ID nr=www.juricor.com/
LKUP/2M7K=FLBMXV
Date: 2016.06.29 08:51:55 -0700

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

PUSHOR MITCHELL LLP, Lawyers

301 - 1665 Ellis Street

Phone 250-762-2108

Client No. 10332

BCC/61606.1-mlw (Register SBS)

Kelowna

BC V1Y 2B3

Document Fees: \$71.58

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

SEE SCHEDULE

STC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

STATUTORY BUILDING SCHEME

ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

SHUSWAP VALLEY ESTATES LTD.

300 - 350 LANSDOWNE STREET

KAMLOOPS

V2C 1Y1

BRITISH COLUMBIA

CANADA

Incorporation No

BC0809492

ADDITIONAL PARCEL INFORMATION

PAGE 2 OF 6 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-036-551**LOT A SECTION 15 TOWNSHIP 23 RANGE 10 WEST OF THE 6TH MERIDIAN
KAMLOOPS DIVISION YALE DISTRICT PLAN EPP27027 EXCEPT STRATA
PLAN EPS1206(PHASE 1.)**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-036-569**STRATA LOT 1 SECTION 15 TOWNSHIP 23 RANGE 10 WEST OF THE 6TH
MERIDIAN KAMLOOPS DIVISION YALE DISTRICT STRATA PLAN EPS1206**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-036-577**STRATA LOT 2 SECTION 15 TOWNSHIP 23 RANGE 10 WEST OF THE 6TH
MERIDIAN KAMLOOPS DIVISION YALE DISTRICT STRATA PLAN EPS1206**

STC?

YES ☐

Land Title Act
FORM 35 (Section 220(1))
 DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE: BUILDING SCHEME

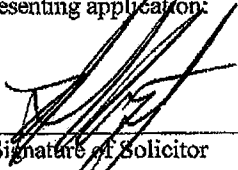
HEREWITH FEE OF \$ _____

Address of person entitled to apply to register this building scheme:

3rd Floor, 1665 Ellis Street, Kelowna, BC V1Y 2B3
 Telephone: (250) 762-2108

Full name, address and telephone number of person presenting application:

Bradley C. Cronquist, Lawyer
 3rd Floor, 1665 Ellis Street
 Kelowna, BC V1Y 2B3
 (250) 762-2108



 Signature of Solicitor

I, Kelly Romaniuk, director of SHUSWAP VALLEY ESTATES LTD. (INC. NO. BC0809492) declare that:

1. Shuswap Valley Estates Ltd. is the registered owner in fee simple of the following land (hereinafter called "the Lots"):

Strata Lots 1 and 2, Sec 15, Tp 23, Rge 10, W6M, KDYD, Strata Plan EPS1206
 Lot A, Sec 15, TP 23, Rge 10, W6M, KDYD, Plan EPP27027 except Strata Plan EPS1206 (Phase 1)

2. I hereby create a building scheme relating to the Lots.
3. A sale of any of part of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.
4. The restrictions shall be for the benefit of all the Lots.

EXECUTION(S):

Officer Signature(s)



STACY L. MAURIER
 Barrister and Solicitor
 Notary Public
WEARY & COMPANY
 400, 30 Green Grove Drive
 St. Albert, Alberta T8N 1K6
 Phone: 780-455-8600
 Fax: 780-455-8672

Execution Date		
Y	M	D
16	05	06

Party(ies) Signature(s)

SHUSWAP VALLEY ESTATES LTD.,
 by its authorized signatory(ies):



 KELLY ROMANIUK

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 2 of the Land Title Act as they pertain to the execution of this instrument.

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS

We, DAVID GEORGE HUGHES AND DAWN ELAINE HUGHES, as joint tenants, of Box 44, Celista, BC V0E 1T0, the holders of the following registered charges, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our respective charges.

EXECUTION(S):

As to the signature of David George Hughes.

Officer Signature(s)

Ashley M. Ricalton
 ASHLEY M. RICALTON
 Barrister & Solicitor
 #800-175 - 2nd Avenue
 Kamloops, BC, Canada V2C 5W1
 Ph: 250-851-0100

Execution Date		
Y	M	D
16	06	16
16	06	15

Party(ies) Signature(s)

David George Hughes
 DAVID GEORGE HUGHES

Dawn Elaine Hughes
 DAWN ELAINE HUGHES

Mortgage LB145398, as modified by
 CA1027615, CA2591458, CA3321482
 and CA5101019

ASHLEY M. RICALTON
 Barrister & Solicitor
 #800-175 - 2nd Avenue
 Kamloops, BC, Canada V2C 5W1
 Ph: 250-851-0100

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

SCHEDULE - DECLARATION OF BUILDING SCHEME

1. PLAN APPROVAL

- 1.1 In this Declaration of Building Scheme, "Developer" means Shuswap Valley Estates Ltd.
- 1.2 There shall not be constructed, placed, erected or maintained on any lot any dwelling, building, landscaping, fencing, recreational vehicle travel trailer, hedging or other improvements unless plans and specifications showing compliance in all respects with these restrictions and showing elevations, siting, size, colour scheme and all materials being used have been submitted to and approved by the Developer. Construction plans shall include grading, filling and other preparatory work on the Lot.
- 1.3 The Developer, being the owner in fee simple, expressly reserves the right to exempt that part of the Lots remaining undisposed of by April 1, 2026 from all or any of the restrictions and benefits of this building scheme.

2. SITE RESTRICTIONS

- 2.1. No lot shall have lot grading, drainage or ground conditions that will result in water or loose impediments escaping from such lot onto adjoining properties.
- 2.2. No part of any Lot shall be used for extraction, removal or processing of soil, sand, gravel, aggregates or minerals. No excavation shall be made on any Lot except excavation for the purposes of building on the Lot at the time of commencement of construction of such building, or for the improvement of the garden and landscaping of the Lot.
- 2.3. No part of any Lot shall be used for a refuse or waste disposal site, except for composting normally associated with a single family residence. No building waste or other material of any kind shall be dumped or stored on any part of the Lots, except for clean earth for the purpose of levelling for the construction of any buildings on the Lots or for the purpose of creating a yard or garden around any residence.

3. UTILITY RESRICTIONS

- 3.1. No residence or recreational vehicle travel trailer shall be permitted to connect to the community sewer system without a treatment system.

4. GENERAL RESTRICTIONS

- 4.1. No residence or other structure shall be left in an incomplete state on the exterior for more than one year from the date of issuance of a building permit.
- 4.2. No part of any Lot shall be used for the purpose of major repairs of motor vehicles or equipment unless the repairs are carried out within a building which has walls and a roof.

PAGE 4 of 4 pages

- 4.3. No mobile homes shall be maintained on a Lot as a residence nor may any trailer, boat, car or truck be stored on a Lot other than in an enclosed garage or other space shielded from the common road.
- 4.4. Satellite receiving dishes, or other electronic equipment, are not permitted unless they are less than thirty two (32) inches in diameter. Television aerials shall not be erected anywhere on a Lot.
- 4.5. No more than Four (4) recreational vehicles travel trailers may be permitted to be stored and/or utilized on any part of the Lot.
- 4.6. Non domestic animals or farm animals are not permitted on any part of the Lots, except a maximum of 3 horses within secure fencing and shelter.
- 4.7. No kennels, non domestic or domestic animal business will be permitted on any Lot.
- 4.8. No garbage or recycling containers shall be visible from roads or neighbouring properties.

END OF DOCUMENT

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA5299688

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that: you are a subscriber as defined by the Land Title Act, RSBC 1996, C.250, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

**Bradley Cameron
Cronquist
FLBMXV**

Digitally signed by Bradley Cameron
Cronquist FLBMXV
DN: cn=CA, ou=Bradley Cameron
Cronquist FLBMXV, o=Lawyer,
c=Canada, email=bradley.cronquist@flbm.com
Date: 2016.07.12 16:56:53 -0700

I, Margo Wideman, Legal Assistant, in the Province of British Columbia, do declare that:

1. I submitted for registration a Statutory Building Scheme filed under pending number CA5299688.
2. Clause 4.6 of the Statutory Building Scheme contained a restriction on pets that is not acceptable for registration with the Land Title and Survey Authority.
3. The corrected terms of the Statutory Building Scheme are those as attached to this Declaration.
4. All parties to the Statutory Building Scheme have consented in writing to the amendment of the Statutory Building Scheme.

I MAKE THIS DECLARATION AND KNOW IT TO BE TRUE BASED ON PERSONAL
INFORMATION/REASONABLE BELIEF.

MARGO WIDEMAN

NOTE:

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

Fee Collected for Document: \$12.88

SCHEDULE - DECLARATION OF BUILDING SCHEME

1. PLAN APPROVAL

- 1.1 In this Declaration of Building Scheme, "Developer" means Shuswap Valley Estates Ltd.
- 1.2 There shall not be constructed, placed, erected or maintained on any lot any dwelling, building, landscaping, fencing, recreational vehicle travel trailer, hedging or other improvements unless plans and specifications showing compliance in all respects with these restrictions and showing elevations, siting, size, colour scheme and all materials being used have been submitted to and approved by the Developer. Construction plans shall include grading, filling and other preparatory work on the Lot.
- 1.3 The Developer, being the owner in fee simple, expressly reserves the right to exempt that part of the Lots remaining undisposed of by April 1, 2026 from all or any of the restrictions and benefits of this building scheme.

2. SITE RESTRICTIONS

- 2.1 No lot shall have lot grading, drainage or ground conditions that will result in water or loose impediments escaping from such lot onto adjoining properties.
- 2.2 No part of any Lot shall be used for extraction, removal or processing of soil, sand, gravel, aggregates or minerals. No excavation shall be made on any Lot except excavation for the purposes of building on the Lot at the time of commencement of construction of such building, or for the improvement of the garden and landscaping of the Lot.
- 2.3 No part of any Lot shall be used for a refuse or waste disposal site, except for composting normally associated with a single family residence. No building waste or other material of any kind shall be dumped or stored on any part of the Lots, except for clean earth for the purpose of levelling for the construction of any buildings on the Lots or for the purpose of creating a yard or garden around any residence.

3. UTILITY RESRICTIONS

- 3.1 No residence or recreational vehicle travel trailer shall be permitted to connect to the community sewer system without a treatment system.

4. GENERAL RESTRICTIONS

- 4.1 No residence or other structure shall be left in an incomplete state on the exterior for more than one year from the date of issuance of a building permit.
- 4.2 No part of any Lot shall be used for the purpose of major repairs of motor vehicles or equipment unless the repairs are carried out within a building which has walls and a roof.

PAGE 4 of 4 pages

- 4.3. No mobile homes shall be maintained on a Lot as a residence nor may any trailer, boat, car or truck be stored on a Lot other than in an enclosed garage or other space shielded from the common road.
- 4.4. Satellite receiving dishes, or other electronic equipment, are not permitted unless they are less than thirty two (32) inches in diameter. Television aerials shall not be erected anywhere on a Lot.
- 4.5. No more than Four (4) recreational vehicles travel trailers may be permitted to be stored and/or utilized on any part of the Lot.
- 4.6. No kennels, non-domestic or domestic animal businesses will be permitted on any Lot.
- 4.7. No garbage or recycling containers shall be visible from roads or neighbouring properties.

END OF DOCUMENT

Schedule “E”

Schedule of Unit Entitlement

STRATA PROPERTY ACT
FORM V
SCHEDULE OF UNIT ENTITLEMENT
(SECTIONS 245 (A), 246, 264)

Re: Strata Plan EPS1206, being a phased strata plan of

**PID: NO PID NUMBER,
LOT A SEC 15 TP 23 RGE 10 W6M KDYD PLAN EPP27027**

Complete and file only the applicable form of schedule.

BARE LAND STRATA PLAN

The unit entitlement for each bare land strata lot is one of the following [*check appropriate box*], as set out in the following table:

- (a) ☒ a whole number that is the same for all of the strata lots in the strata plan as set out in section 246 (6) (a) of the *Strata Property Act*.
- (b) ☐ a number that is approved by the Superintendent of Real Estate in accordance with section 246 (6) (b) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m2	Unit Entitlement	%* of Total Unit Entitlement
1	1	11000	1	50
2	1	7870	1	50
Total number of lots: 2			Total unit entitlement: 2	

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

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

Date: Jan. 8/13


Signature of Owner Developer

Strata Property Act

FORM V

SCHEDULE OF UNIT ENTITLEMENT

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

(Sections 245(a), 246, 264)

Re: Strata Plan EPS1206, being a strata plan of

[parcel identifier]
029-036-551

[legal description of strata lot]
Lot A, Section 15, Township 23, Range 10, West of the 6th Meridian,
KDYD, Plan EPP27027 except Strata Plan EPS1206 (Phase 1)

BARE LAND STRATA PLAN

The unit entitlement for each bare land strata lot is one of the following [check appropriate box], as set out in the following table:

☒ (a) a whole number that is the same for all of the strata lots in the strata plan as set out in section 246(6)(a) of the *Strata Property Act*.

OR

☐ (b) a number that is approved by the Superintendent of Real Estate in accordance with section 246(6)(b) of the *Strata Property Act*.

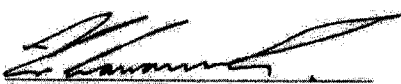
Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
3	1	10,100	1	
4	1	10,700	1	
Total number of lots: 2			Total unit entitlement: 2	

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

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

Date: May 6th, 2018.


Signature of Owner-Developer

Strata Property Act

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan EPS1206 Phase 3, being a phased strata plan of

PID 029-036-551

Lot A, Sec 15, Tp 23, R 10, W6M, KDYD, Plan EPP27027
Except Strata Plan EPS1206 (Phase 1 - 2)

Complete and file only the applicable form of schedule.

BARE LAND STRATA PLAN

The unit entitlement for each bare land strata lot is one of the following [check appropriate box], as set out in the following table:

- ☒ (a) a whole number that is the same for all of the strata lots in the strata plan as set out in section 246(6)(a) of the *Strata Property Act*.

OR

- ☐ (b) a number that is approved by the Superintendent of Real Estate in accordance with section 246(6)(b) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
5	1	11100	1	
6	1	10000	1	
Total number of lots: 2			Total unit entitlement: 2	

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

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

Date: November 10, 2022.



Signature of Owner Developer

Strata Property Act

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan EPS1206 Phases 4 and 5, being a phased strata plan of

*PID 029-036-551 Portion of Lot A Sec 15, Tp 23, R 10, W6M, KDYD, Plan
EPP27027 Except Plan EPS1206 (Phases 1, 2 and 3)*

Complete and file only the applicable form of schedule.

BARE LAND STRATA PLAN

The unit entitlement for each bare land strata lot is one of the following *[check appropriate box]*, as set out in the following table:

- ☒ (a) a whole number that is the same for all of the strata lots in the strata plan as set out in section 246(6)(a) of the *Strata Property Act*.

OR

- ☐ (b) a number that is approved by the Superintendent of Real Estate in accordance with section 246(6)(b) of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
7	1	10100	1	
8	1	10000	1	
9	1	9830	1	
10	1	11900	1	
Total number of lots: 4			Total unit entitlement: 4	

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

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

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

Signature of Owner Developer

Schedule “F”

Form W, Schedule of Voting Rights

KAMLOOPS LAND TITLE OFFICE

Mar-04-2013 15:07:12.009

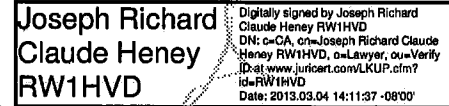
CA3018134

STRATA PROPERTY ACT FILING
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 2 PAGES

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

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.



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

RICK HENEY, LAWYER, FULTON & COMPANY LLP

Lawyers & Trademark Agents

300 - 350 Lansdowne Street

Kamloops

BC V2C 1Y1

Phone: 250-372-5542

LTO Client #10336

File: 64328-5/JRH/jlb

Document Fees: \$0.00

Deduct LTSA Fees? Yes ☒

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

Form-W Schedule of Voting Rights

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT A SEC 15 TP 23 RGE 10 W6M KDYD PLAN EPP27027

Related Plan Number: **EPS1206**

STRATA PROPERTY ACT
FORM W
SCHEDULE OF VOTING RIGHTS
(SECTIONS 245 (B), 247, 248, 264)

Re: Strata Plan EPS1206, being a phased strata plan of

PID: NO PID NUMBER
LOT A SEC 15 TP 23 RGE 10 W6M KDYD PLAN EPP27027

The strata plan is composed of 0 nonresidential strata lots, and 4 residential strata lots.

The number of votes per strata lot is one of the following *[check appropriate box]*, as set out in the following table.

- (a) ☒ the number of votes per residential strata lot, if any, is 1, and the number of votes per nonresidential strata lot is calculated in accordance with section 247 (2) (a) (ii) of the *Strata Property Act*.
- (b) ☐ the strata plan is composed entirely of nonresidential strata lots, and the number of votes per strata lot is calculated in accordance with section 247 (2) (b) of the *Strata Property Act*.
- (c) ☐ the number of votes per strata lot is approved by the Superintendent of Real Estate in accordance with section 248 of the *Strata Property Act*.

Signature of Superintendent of Real Estate

Strata Lot No.	Type of Strata Lot (Residential or Nonresidential)	Sheet No.	Number of Votes
1	Residential	1	1
2	Residential	1	1
Total number of strata lots: 2			Total number of votes: 2

Date: *January 8/13*

Signature of Owner/Developer

Schedule “G”

Amendment to Bylaws

SHUSWAP VALLEY ESTATES

Strata Property Act Form I Amendment To Bylaws

(Section 128)

The Owners, Strata Plan EPS1206 (Reg. No:CA3714281) certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on[month day, year]*:

The bylaws of The Owners, Strata Plan EPS1206, being the prescribed Standard Bylaws under the *Strata Property Act*, be amended to include the following:

Division 8 - Strata Information

Water

31 Each owner shall be responsible for all maintenance and repairs to their water well and for construction of any improvements relating to any water system or the water well within their strata lot boundaries. Before utilizing individual water well, owners shall install a Low-Flow Variable Frequency Drive ("VFD") Pump with a flow restriction device, a totalizing flow meter and digital water level readout device into each well. Shared water wells between strata lots are allowed, but water system design will require approval from Shuswap Valley Estates Ltd. Water usage for each strata lot from the underground aquifer is not permitted to exceed 3850 litres per day. The Strata Corporation or its contracted maintenance provider shall have authority to access strata lots to gather data from water systems as deemed necessary.

Sewage

32 Each strata lot shall have a minimum Type 2 treatment system containing a septic tank with aeration units that will be connected to a common collection system having gravity and forced mains to direct the sewage to a common dose tank and common disposal area. The Type 2 system with septic tank and aeration units will be located on the individual strata lots. The owners will be responsible for the purchase and installation of sewer improvements located on their strata lot (including septic tanks with aeration units and piping for connection to the collection mains) under supervision and approval of an engineer or a certified BC Onsite Wastewater Practitioner (ROWP). The individual strata lot sewage treatment system design will ensure maximum output into common collection system of 1363 litres per day. Maximum output of treated sewage into common collection system shall be 1363 litres per day. Maintenance, monitoring, and repairs as required of the strata lot system will be the responsibility of the owners or their contracted maintenance provider. The Strata Corporation or their contracted maintenance provider shall have authority to access strata lots to gather data from the sewage system or make any integral repairs deemed necessary by the Strata Corporation. However, the cost of any repairs conducted by the Strata Corporation or its contracted maintenance provider to sewer improvements on strata lots will be charged directly to the owner of such strata lot.

Recreational Vehicle Travel Trailer

33 (a) Each owner will register all recreational vehicle travel trailers with the Strata Corporation prior to storage and/or use; and

(b) If a residence has been constructed on the strata lot, no more than three (3) recreational vehicle travel trailers may be permitted to be stored and/or utilized on any part of the strata lot.

Outdoor Noise

34 No outdoor noise above 55 decibels will be permitted between the hours of 11pm and 7am.

Strata Fee Collection Method

35 Each owner is required to pay monthly strata fees through automatic withdrawal from their designated bank account for deposit into the bank account of the strata corporation.

Pets

36 In addition to section 3(4) of the Strata Property Act, non-domestic animals or farm animals are not permitted to be kept on any part of the Lots, except a maximum of 3 horses within secure fencing and shelter.

Amendment of Division 8

37 No bylaws contained within Division 8 – Strata Information, including this bylaw, may be amended except by unanimous consent of all owners.

Signature of Council Member

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

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

**Amendments to Bylaw passed at Annual General meeting on June 2, 2024
to be registered at Land Title Office**

Passed by unanimous vote to be added as section 30.1 to Division 8 of the Bylaws:

Community Water System

30.1

- (1) In accordance with section 110 of the Strata Property Act, the Strata Corporation will charge a reasonable fee to each Strata Lot owner for their use of the community water system (the "CWS") based on any or all of the following: the Strata Lot owner's rate of consumption; duration of use; the number of users; or the operating or maintenance costs incurred by the Strata Corporation for the CWS.
- (2) Only Strata Lot owners of the Strata Lots shown on the plan attached to Water License No. 505944 (the "Water License") are permitted to connect to the CWS. Any such Strata Lot owner is responsible for the construction of any improvements necessary within their Strata Lot in order to connect to the CWS. The Strata Lot owner must provide written notice to the Strata Corporation confirming its intention to connect to the CWS prior to commencing any construction for such connection. The Strata Corporation or their contracted maintenance provider shall have authority to access CWS user Strata Lots to gather data from the water system or make any integral repairs deemed necessary by the Strata Corporation. However, the cost of any repairs conducted by the Strata Corporation or its contracted maintenance provider to the water system improvements on Strata Lots will be charged directly to the owner of such Strata Lot.
- (3) All Strata Lot owners that connect to the CWS must comply with the Water License and all other licenses, bylaws, rules, policies, legislation, regulations and guidelines, as amended from time to time, required for the use and operation of the CWS. If required by the appropriate governing authority, each Strata Lot owner will apply for or renew its license from time to time.
- (4) All Strata Lot owners connected to the CWS shall restrict their use of the CWS to a maximum of 4,000 liters per day per Strata Lot, or as otherwise set out in the Water License or applicable governing authority if less than 4,000 liters.
- (5) All matters to be voted on in relation to the CWS must have all users of the CWS present for voting (whether in person or by proxy). If all users of the CWS are not present, then the specific resolution relating to the CWS will be adjourned to the next meeting set by the Strata Corporation.
- (6) Any judgment or expenses for defending a claim against the Strata Corporation related to the CWS will be shared proportionately by the users of the CWS only.
- (7) The Strata Corporation and Shuswap Valley Estates Ltd. will not be liable for any changes in the aquifer quantity or quality. The Strata Corporation and Shuswap Valley Estates Ltd. will also not be liable for any changes made to the Water Licence, include quantity allocation, as solely determined by the applicable governing authority.

Passed by unanimous vote to revise Bylaw 31 to state:

Water

31 Each owner shall be responsible for all maintenance and repairs to their water well and for construction of any improvements relating to any water system or the water well within their Strata Lot boundaries. Before utilizing individual water well, owners shall install a Low-Flow Variable Frequency Drive ("VFD") Pump with a flow restriction device, a totalizing flow meter and digital water level readout device into each well. Shared water wells between Strata Lots are allowed, but water system design will require approval from Shuswap Valley Estates Ltd. Water usage

for each Strata Lot from the underground aquifer is not permitted to exceed 4,000 liters per day. The Strata Corporation or its contracted maintenance provider shall have authority to access Strata Lots to gather data from water systems as deemed necessary.

Community water well located on acreage 9 will limit daily usage to 4000 liters per day to 10 Strata lots (SL 7, 8, 9, 10, 11, 12, 13, 14, 15, 16) or as otherwise set out in the Water License or applicable governing authority if less than 4,000 liters.

Schedule “H”

Approved Budget for Phases 1-3 and
Proposed Budget for Phases 1-5

BUDGET

Shuswap Valley Estates

THE OWNERS, STRATA PLAN EPS1206 (Formed March 4,2013)

Phase 2 formed and deposited July 4, 2018

Phase 3 formed and deposited January 11, 2023

Interim Budget for 12 Month Period Including: Phase 1, Phase 2, Phase 3, Phase 4 (5 months), Phase 5 (5 months)

	Actuals - February 1, 2021 to January 31, 2022 (12 months)	Actuals - February 1, 2022 to January 31, 2023 (12 months)	Actuals - February 1, Phases 1-3: Estimated for the next 12 months starting February 1, 2023	Actuals - February 1, 2023 to January 31, 2024 (12 months)
<u>Income</u>				
Strata Fee Income - Phase 1-3	3120	\$ 3,120	\$ 4,680	\$ 4,680
Strata Fee Income - Phase 4-5 (5 months)				
Bank Deposit Interest - (Chequing)		\$ 21	\$ 20	\$ 82.99
Bank Deposit Interest - (Saving)		\$ 46	\$ 40	\$ 148.89
Total Income	\$ 3,120	\$ 3,271	\$ 4,740	\$ 4,912
<u>Expenses</u>				
Administration				
Bank Charges	\$ 4.5	\$ 12.50	\$ 20	\$ 7.50
Insurance -Effective April 13 2019	\$ 1,317	\$ 1,380	\$ 1,500	\$ 1,514
Accounting	\$ 525	\$ 525	\$ 525	\$ 525
Total Administration	\$ 1,847	\$ 1,918	\$ 2,045	\$ 2,047
Utilities				
Electricity	\$ 18.58	\$ 56.02	\$ 180	\$ -
Total Utilities	\$ 18.58	\$ 56	\$ 180	\$ -
Contracts				
Landscaping Common Areas and Easements - Diamond Cut	\$ 278.73	\$ 904.96	\$ 900	\$ 451.47
Landscaping Common Areas and Easements - K-Pro Enterprises (Everett Day)			\$	\$ 220.50
Total Contracts	\$ 278.73	\$ 904.96	\$ 900	\$ 671.97
Repairs and Maintenance				
Common Utility Repairs and Maintenance	\$ -	\$ -	\$ 350	\$ -
Common Road Maintenance - Snow Removal	\$ 280	\$ 1,278	\$ 1,200	\$ 1,367.54
Common Road Maintenance - Grading and Applying Calcium Chloride				
Front Gate Parts and Labour			\$	\$ 558.67
Miscellaneous	\$ -	\$ -	\$ 90	\$ -
Total Repairs and Maintenance	\$ 280	\$ 1,278	\$ 1,640	\$ 1,926.21
<u>Total Expenses</u>	\$ 2,424	\$ 4,157	\$ 4,765	\$ 4,645
Balance (Income - Expenses)	\$ 696	-\$ 886	\$ 25	\$ 267
Transfers from Chequing to Savings			\$	\$ 500
Strata Contingency Reserve Fund (Saving account)	\$	\$ 4,175	\$ 4,974	\$ 5,334.16
Strata Chequing Account Ending Balance	\$	\$ 1,219	\$ 1,194	\$ 961
Developers Contingency Reserve Fund Contribution	\$ -	\$ -	\$ -	\$ 238
Developers Contingency Reserve Fund Total	\$ 799	\$ 799	\$ 799	\$ 1,037

BUDGET

Shuswap Valley Estates

THE OWNERS, STRATA PLAN EPS1206 (Formed March 4,2013 with the deposit of Phase 1)

Phase 2 formed and deposited July 4, 2018)

Phase 3 formed and deposited January 11, 2023

Interim Budget for 12 Month Period Including: Phase 1, Phase 2, Phase 3

Phases 1-3						Phases 1-5		
Strata Lot Number	Unit Entitlement	Contingency Reserve Fund Contribution	Strata Lot Monthly Operating Contribution	Total Monthly Strata Lot Fee		Contingency Reserve Fund Contribution	Strata Lot Monthly Operating Contribution	Total Monthly Strata Lot Fee
Annual Totals		\$ 238	\$ 4,645			\$ 301	\$ 6,028	
1	1	\$ 3.31	\$ 64.51	\$ 67.82		\$ 2.51	\$ 50.23	\$ 52.75
2	1	\$ 3.31	\$ 64.51	\$ 67.82		\$ 2.51	\$ 50.23	\$ 52.75
3	1	\$ 3.31	\$ 64.51	\$ 67.82		\$ 2.51	\$ 50.23	\$ 52.75
4	1	\$ 3.31	\$ 64.51	\$ 67.82		\$ 2.51	\$ 50.23	\$ 52.75
5	1	\$ 3.31	\$ 64.51	\$ 67.82		\$ 2.51	\$ 50.23	\$ 52.75
6	1	\$ 3.31	\$ 64.51	\$ 67.82		\$ 2.51	\$ 50.23	\$ 52.75
7						\$ 2.51	\$ 50.23	\$ 52.75
8						\$ 2.51	\$ 50.23	\$ 52.75
9						\$ 2.51	\$ 50.23	\$ 52.75
10						\$ 2.51	\$ 50.23	\$ 52.75
Average Monthly Fee		\$ 3.31	\$ 64.51	\$ 67.82		\$ 2.51	\$ 50.23	\$ 52.75
Total Unit Entitlement								
Phase 1		2						
Phase 1-2		4						
Phase 1-3		6						
Phase 1-4		8						
Phase 1-5		10						

BUDGET

Shuswap Valley Estates

THE OWNERS, STRATA PLAN EPS1206 (Formed March 4,2013)

Phase 2 formed and deposited July 4, 2018

Phase 3 formed and deposited January 11, 2023

Phase 4 and 5 Estimated to be formed and deposited August 1, 2024

Interim Budget for 5 Month Period Including: Phase 4, Phase 5

**Phases 4-5: Estimated for the
next 5 months starting
September 1, 2024**

Income

Strata Fee Income - Phase 4-5 (5 months)(\$40/Month/Acreage)	\$	800
Bank Deposit Interest - (Chequing)	\$	20
Bank Deposit Interest - (Saving)	\$	20
Total Income	\$	840

Expenses

Administration

Bank Charges	\$	20
Insurance -Effective April 13 2019	\$	417
Accounting		
Total Administration	\$	437

Utilities

Electricity	\$	75
Total Utilities	\$	75

Contracts

Landscaping Common Areas and Easements		
Total Contracts	\$	-

Repairs and Maintenance

Common Utility Repairs and Maintenance	\$	219
Miscellaneous	\$	90
Total Repairs and Maintenance	\$	308.75

<u>Total Expenses</u>	\$	<u>820</u>
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Balance (Income - Expenses)	\$	20
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Strata Contingency Reserve Fund (Saving account)

	\$	82.00
Strata Chequing Account Ending Balance	\$	20

Developers Contingency Reserve Fund Contribution

	\$	82.00
Developers Contingency Reserve Fund Total	\$	82.00

Schedule “I”

Conditional Water Licence and Proposed CWS Plan



Province of British Columbia

Water Sustainability Act

CONDITIONAL WATER LICENCE

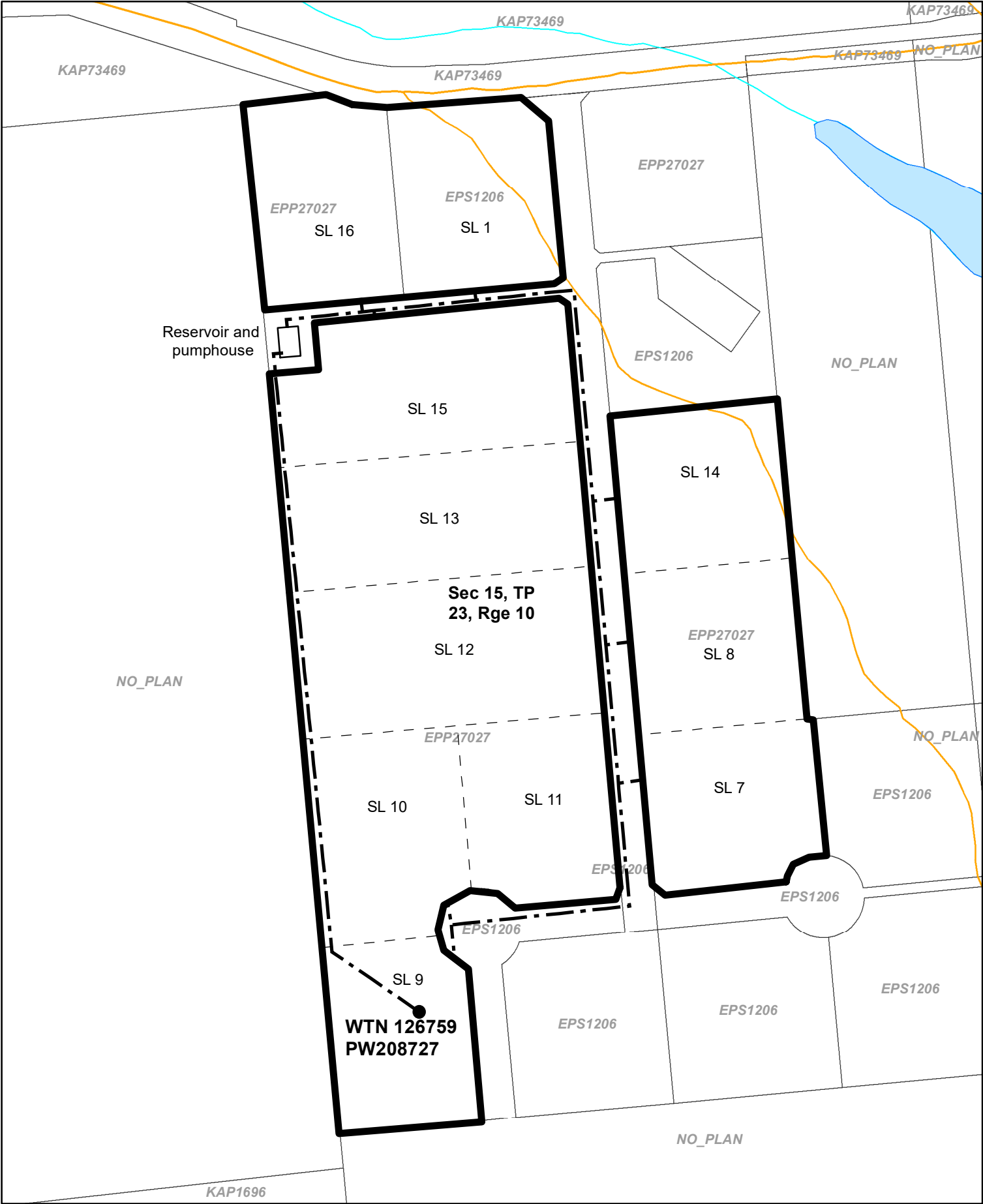
The owner(s) of the land to which this licence is appurtenant is/are hereby authorized to divert and use water as follows:

- a) The aquifer on which the rights are granted is comprised of bedrock materials within the SHUL - West Shuswap Lake watershed at a depth of 260 feet below the ground surface.
- b) The point of well diversion [WTN 126759] is located as shown on the attached plan.
- c) The date from which this licence shall have precedence is August 30, 2023.
- d) The purpose for which this licence is issued is Waterworks (other than LP).
- e) The maximum quantity of water which may be diverted is 44 cubic meters per day.
- f) The period of the year during which the water may be used is January 1 to December 31.
- g) The land upon which the water is to be used and to which this licence is appurtenant is LOT A, PLAN EPP27027 EXCEPT PHASES 1 TO 3 STRATA PLAN EPS1206, AND STRATA LOT 1, STRATA PLAN EPS1206 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM V, ALL OF SECTION 15 TOWNSHIP 23 RANGE 10 WEST OF THE 6TH MERIDIAN KAMLOOPS DIVISION YALE DISTRICT.
- h) The authorized works are a well, tank, treatment facility/system, pipe, pressure tank, pump, and pumphouse which shall be located approximately as shown on the attached plan.
- i) The construction of the said works shall be completed and the water shall be beneficially used prior to December 31, 2027. Thereafter, the licensee shall continue to make regular beneficial use of the water in the manner authorized herein.
- j) The diversion of water authorized under this licence may be restricted or prohibited at any time by an Order in writing under the *Water Sustainability Act*, in order to maintain a minimum flow in a stream.

- k) The licensee shall use a measuring device and/or a method of calculation to measure and record the volume of water diverted under the licence, to the satisfaction of an Engineer under the *Water Sustainability Act*.
- l) The licensee shall retain records of the water volume diverted under this licence for inspection upon request by an Engineer under the *Water Sustainability Act*.
- m) This licence is issued under the *Water Sustainability Act* (the Act). The exercise of rights under the licence is subject to the Act and its regulations, the terms and conditions of the licence, orders under the Act and the rights of licensees whose rights have precedence on the stream or on an aquifer. The licensee must comply with all such requirements, as well as the provisions of all other applicable enactments. In exercising rights under the licence, the licensee must exercise reasonable care to avoid damaging land, works, trees or other property, and must make full compensation to the owners for damage or loss resulting from construction, maintenance, use, operation or failure of the works.
- n) During all phases of construction and maintenance of the licenced works and related activities, the holder of this licence is subject to the habitat protection requirements, described in the document entitled "*Terms and Conditions for Construction and Maintenance of Licensed Works*" (dated March 1, 2017). Those habitat protection requirements are hereby incorporated into this licence as if written herein as licence conditions, which requirements must be implemented by the licensee in conjunction with any guidance provided by a Water Manager or Habitat Officer.



Carrie Pinder
Assistant Water Manager



Water District: Kamloops
Precinct: Seymour
Land District: KDYD
Map Sheet: 82L.094.3.2.2
Scale: 1:3,000

Signature: *CARME FINDER*
Date: May 10, 2024
Licence: 505944
File: 20027915

LEGEND:

Point of Diversion: ●

Pipe: - - - - -

Sublot Boundaries: - - - - -

The boundaries of the land to which this licence is appurtenant are shown thus: 

Schedule “J”

Contract of Purchase and Sale

CONTRACT OF PURCHASE AND SALE

THE PURCHASER HEREBY OFFERS to purchase the Strata Lot for the Purchase Price on the terms and conditions contained in this Agreement.

“Seller” ***Shuswap Valley Estates Ltd.***

“Purchaser”

Address: _____

Telephone: _____

E-mail: _____

Telephone: _____

E-mail: _____

“Strata Lot” Strata Lot ____, Strata Plan EPS1206 or Proposed strata lot _____, as shown on Schedule “B”, to be constructed in a development (the “Development”) on lands legally described as Lot A, Section 15, Township 23, Range 10 West of the 6th Meridian, KDYD, Plan EPP27027, except Strata Plan EPS1206

“Purchase Price” The Purchase Price for the Strata Lot is \$_____.

The Purchase Price for the Strata Lot (Seller and Purchaser to initial the option (a or b) that applies):

(a) does not include any GST applicable on the Purchase Price;

Initials

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(b) includes net GST;

Initials

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A deposit in the amount of \$ _____ (the “Deposit”), which will form part of the Purchase Price, will be paid on the following terms:

The Deposit paid pursuant to this paragraph will be delivered in trust to the Seller’s solicitors, the Seller’s brokerage, or the Purchaser’s brokerage and held in trust in accordance with the provisions of the Real Estate Development Marketing Act (“REDMA”) and the Real Estate Services Act. In the event the Purchaser fails to pay the Deposit as required by this Agreement, the Seller may, at the Seller’s option, terminate this Agreement. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Purchaser’s or Seller’s conveyancer (the “Conveyancer”) without further written direction of the Purchaser 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

REDMA 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 Deposit will be dealt with as required and permitted by REDMA.

The balance of the Purchase Price, subject to closing adjustments, shall be paid by certified cheque or bank draft on the Completion Date.

“Completion Date” The Completion Date for the purchase and sale of the Strata Lot will be set out in paragraph 2 of Schedule A.

“Disclosure Statement” The Disclosure Statement is the document filed with the Superintendent of Real Estate as required by the *Real Estate Development Marketing Act* in relation to the Development.

The Purchaser hereby offers and, if this offer is accepted by the Seller, agrees to purchase from the Seller the Strata Lot and certain rights to the Strata Lot on the terms set out above and on Schedules A and B hereto which forms part of this Agreement.

The Purchaser’s obligation to complete the purchase of the Strata Lot is subject to and conditional upon the following (collectively, the “Purchaser’s Condition”):

provided that the foregoing conditions are for the sole benefit of the Purchaser and may be unilaterally waived in whole or in part by the Purchaser at any time before the date specified above, by the Purchaser giving notice to the Seller. In the event that the Purchaser’s Condition is not satisfied or waived on or before the date specified, failing further agreement between the parties, the Deposit shall be returned to the Purchaser without deduction, and this Agreement will be null and void, and neither party shall have further obligations to the other.

Upon acceptance of this offer by the Seller, this Contract of Purchase and Sale including Schedules A and B attached shall become a binding contract for the purchase and sale of the Strata Lot in accordance with its terms. The Seller and/or Purchaser may make this offer or accept it by executing in counterpart a facsimile copy of this offer and delivering it by facsimile or by any other means to the other party.

DATED: _____, 20____

WITNESS:

Name:

PURCHASER: _____

Address

Name:

PURCHASER: _____

Address

Shuswap Valley Estates Ltd. hereby accepts the Purchaser's offer and agrees to sell the Strata Lot to the Purchaser in accordance with this Agreement.

DATED: _____, 20__

Shuswap Valley Estates Ltd.

Per:

Authorized Signatory

SCHEDULE A
ADDITIONAL TERMS AND CONDITIONS

1. DEPOSIT- The Deposit shall be paid by certified cheque or bank draft by the Purchaser, and shall be held as a stakeholder by the Seller's solicitors, Seller's Solicitors, in trust. The Deposit is non-refundable and is absolutely forfeited to the Seller without prejudice to the Seller's other remedies if the sale and purchase contemplated by this Agreement is not completed by reason of the Purchaser's default under this Agreement. Notwithstanding the foregoing, the Seller may wait to forward the Deposit to the Seller's solicitor until the seven (7) day rescission period pursuant to the *Real Estate Development Marketing Act* has passed and the Purchaser has not rescinded this Agreement by such time. The Deposit will not be held in an interest bearing trust account.
2. COMPLETION DATE –
 - (a) The Completion Date will be a date established by the Seller and set out in a written notice to the Purchaser or his solicitor (the date so established herein called the "Completion Date") which shall be a minimum of 14 days after the date on which the Seller has delivered such notice to the Purchaser or his solicitor. The Completion Date shall be after the date title to the Strata Lot has been issued by the appropriate Land Title Office. The Seller presently anticipates that issuance of title by the Kamloops Land Title Office of the Strata Lot will be given on or about _____, 20____.
 - (b) The Completion Date will be no later than the first day of _____, 20____, provided that if the Seller is delayed from transferring the Strata Lot because of any circumstance described in paragraph 2(c), the Seller may at any time on or before the Completion Date by written notice (the "Notice") addressed to the Purchaser and delivered to the Purchaser's address as set out above, extend the Completion Date to such later date as may be specified in the Notice provided that if the Completion Date must be extended for more than 6 months from the first day of _____, 20____, then the Purchaser may, at his option (which option must be exercised within 5 days after receipt of the Notice), terminate this Agreement by giving written notice to such effect to the Seller. Upon such termination, the Deposit will be returned by the Seller to the Purchaser forthwith upon notice of termination and the Seller and the Purchaser shall thereafter have no further obligations to one another. Any references to the Completion Date will be a reference to the Completion Date as may be extended pursuant to this paragraph 2(b).
 - (c) If the Seller is delayed in transferring the Strata Lot or in doing anything the Seller is required to do pursuant to this Agreement and the delay is caused by any condition or cause beyond the reasonable control of the Seller including, without limitation, acts or omissions by third parties not related to the Seller, strike, lockout, labour dispute, unusual geotechnical conditions, climatic conditions, acts of god, inability to obtain labour or material, laws, ordinances, rules, regulations or orders of governmental authorities, enemy or hostile action, civil commotion, fire or other casualty, the time for transferring the Strata Lot or for the Seller doing anything the Seller is required to do pursuant, to this Agreement, may be extended by a time equivalent to the period of such delay.
3. ADJUSTMENT DATE – All adjustments relating to the purchase of the Strata Lot with respect to taxes, utilities and other items normally adjusted between a Seller and a Purchaser will be made on the Completion Date.
4. PROPERTY TAXES – The Purchaser hereby acknowledges and agrees that there may not be individual municipal property tax notices issued in respect of the Strata Lot prior to the Completion Date, and in such case the Purchaser covenants and agrees that municipal property taxes for the Lands will be adjusted on the basis of the unit entitlement of the Strata Lot as a percentage of the aggregate unit entitlements of all strata lots within the strata plan (the "Strata Plan") of which the Strata Lot forms a part. If the Completion Date occurs prior to the date upon which municipal property taxes are due in respect of the Lands or Strata Lot, then notwithstanding that the Purchaser may not be entitled to an individual tax receipt in respect of the Strata Lot, the Purchaser shall pay the adjusted tax portion to the Seller, who hereby covenants and agrees to pay municipal property taxes for the current year in respect of the Lands and Strata Lot. Provided, however, that the Seller or Seller's solicitor shall not be required to provide an undertaking with respect to payment of such taxes as a condition of completing the purchase and sale of the Strata Lot on the Completion Date.
5. POSSESSION DATE – Provided that the Seller's solicitors have received the adjusted Purchase Price from the Purchaser in accordance with the terms of this Agreement, the Purchaser shall have possession of the Strata Lot two (2) days after the Completion Date.

6. DEVELOPMENT - The Seller will proceed to construct the development (the "Development") as set out in the Disclosure Statement, provided that the Seller may make modifications as are desirable and reasonable.
7. MINOR DISCREPANCIES – The Seller represents and warrants that the area of the Strata Lot will be no more than 5% smaller than indicated in the Disclosure Statement when measured in accordance with the *Strata Property Act* (British Columbia). If the area of the Strata Lot is more than 5% smaller, then the Purchase Price will be reduced by a percentage equal to the number of percent by which the area of the Strata Lot is more than 5% smaller.
8. RISK – The Strata Lot will be at the Seller's risk and shall be insured by it until 12:01 a.m. on the Completion Date, and thereafter shall be at the Purchaser's risk.
9. BUILDER'S LIEN – The Seller acknowledges that there may be a builder's lien holdback (the "Holdback"), as required by the *Strata Property Act* of British Columbia and *Builders Lien Act* of British Columbia or successor statutes. The Purchaser agrees the Holdback shall be paid to the Seller's solicitor on the Completion Date and shall be held in trust for the Purchaser pursuant to the *Strata Property Act* of British Columbia and *Builders Lien Act* of British Columbia or successor statute solely in respect of any lien claims registered in the appropriate Land Title Office in connection with work done on the building comprising the Strata Lot.
10. SELLER'S REPRESENTATIONS – The Seller hereby represents and warrants that on the Completion Date, the Seller will cause good and marketable title to the Strata Lot to be transferred to the Purchaser, subject only to subsisting conditions, provisions, restrictions, expectations and reservations contained in the original grant or in any other grant or disposition from the Crown, except as set out in the Disclosure Statement (the subsisting conditions, provisions, restrictions, expectations and reservations contained in the original grant or in any other grant or disposition from the Crown and those encumbrances and charges set out in the Disclosure Statement are collectively referred to as the "Permitted Encumbrances"), and except for the Seller's financial charges to be discharged by the Seller as provided in paragraph 12 of this Agreement.
11. CLOSING PROCEDURES – The Purchaser's solicitors will prepare and deliver to the Seller's solicitors at least 5 (five) business days prior to the Completion Date, a Statement of Adjustments and a Form A Freehold transfer (the "Transfer") for the Strata Lot. The Seller will execute and deliver the Transfer and Statement of Adjustments to the Purchaser's Solicitor on their undertaking:
 - (a) not to register the Transfer unless and until they hold in their trust account the balance of the Purchase Price pursuant to the Statement of Adjustment subject to the right of the purchaser to finance the purchase pursuant to Section 12;
 - (b) pay to the Seller's solicitor the balance of the Purchase Price, as adjusted, on the Completion Date, upon lodging of the transfer and new mortgage documents and advance by the mortgagee of the mortgage proceeds, and after receipt of a satisfactory post registration search at the Land Titles Office indicating that in the normal course of Land Title Office routine, the title shall be issued in the name of the Purchaser subject to the Permitted Encumbrances and prior financial charges, and subject to the right to pay the funds to Seller's solicitor on the undertaking to payout and discharge existing financial charges pursuant to Section 12.

The Purchaser will pay all costs relating to the transfer of title to the Strata Lot, including Property Transfer Tax and applicable Goods and Services Tax. Upon submitting the Transfer for registration, the Purchaser consents to the Deposit being paid to the Seller and to be applied to the Purchase Price.

12. FINANCING AND CLEARING TITLE – If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser may wait to pay the Purchase Price to the Seller on the Completion Date until after the transfer and new mortgage documents have been lodged for concurrent registration in the appropriate Land Title Office, but only if, before such lodging, the Purchaser has:
 - (a) made available for tender to the Seller that portion of the Purchase Price, plus GST (if applicable), not secured by the new mortgage;
 - (b) fulfilled all the new mortgagee's conditions for funding; and

- (c) made available to the Seller a lawyer's undertaking to pay the Purchase Price, as adjusted, to the Seller, on the Completion Date, upon lodging of the transfer and new mortgage documents and advance by the mortgagee of the mortgage proceeds, and after receipt of a satisfactory post registration search at the Land Titles Office indicating that in the normal course of Land Title Office routine, the title shall be issued in the name of the Purchaser subject to the Permitted Encumbrances and prior financial charges.

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, plus GST (if applicable), but in this event, the Purchaser may pay the Purchase Price to the Seller's solicitor in trust on undertakings to:

- (a) pay to the charge holder the amount required by its written statement to payout and legally obligate the charge holder to discharge its security which is registered against the title to the Strata Lot on the trust condition that it will provide the Seller's solicitors with a registrable form of partial discharge of those charges within a reasonable period of time;
- (b) that upon receipt of the registrable partial discharges, file the same for registration in the Kamloops Land Title Office and provide the Purchaser's solicitors with registration particulars as soon as they are available.

The Purchaser acknowledges that the Seller's financing may remain as a charge against the common property of the Development, and as a charge in the Personal Property Registry until the Seller has completed the sale of the balance of the strata lots in the Development, whereupon the Seller covenants that such financing security will be discharged entirely. The Purchaser acknowledges that no undertaking shall be required from the solicitor for the Seller relating to the discharge of the Personal Property Registry charge.

- 13. REMEDIES OF THE SELLER – If the Purchaser does not comply with the terms of this Agreement, the Seller may at its option, by notice in writing to the Purchaser, cancel this Agreement which shall then be of no further force and effect and the Deposit(s) shall be non-refundable and absolutely forfeited to the Seller on account of damages but without prejudice to any further right or remedies of the Seller.
- 14. NOTICE – Any notices to be given under this Agreement, or notices of amendments to Disclosure Statements or consolidated Disclosure Statements shall be in writing addressed to the respective parties or their respective solicitors and sent by postage prepaid (air mail if to or from outside of Canada) or delivered by hand or transmitted by telecopy or e-mail to the addresses set out above, or such other address as any party may notify all other parties in accordance with this provision, and shall be deemed to have been received, if delivered, transmitted or e-mailed when delivered, transmitted or e-mailed and if mailed, on the fifth business day after such mailing. The Purchaser consents to receipt of notices as set out in this section.
- 15. GOVERNING LAW – This Agreement shall be governed by the laws of the Province of British Columbia. The Seller and Purchaser agree to attorn to the jurisdiction of the British Columbia Courts which shall have the exclusive jurisdiction to determine any legal dispute arising out of this Agreement.
- 16. TIME OF THE ESSENCE – Time shall be of the essence of this Agreement.
- 17. INTEREST IN LAND – Upon title to the Strata Lot being registered in the Land Title Office in the Purchaser's name, the Purchaser shall become the absolute owner (fee simple) of the Strata Lot; however, until such time this Agreement of Purchase and Sale shall not create any interest in land and shall not be registered in the Land Title Office.
- 18. BINDING EFFECT – This Agreement shall be binding upon the Seller and the Purchaser and their respective heirs, executors, administrators, successors, and assigns.
- 19. ASSIGNMENT AND RESALE – The Purchaser will not advertise or solicit offers from the public with respect to the resale of the Strata Lot by the Purchaser or the Purchaser's interest under the Contract of Purchase and Sale before the Completion Date without the express written consent of the Seller, which consent may be arbitrarily withheld. The Purchaser shall not be permitted to assign this Agreement without the written consent of the Seller, which consent may be unreasonably withheld. The assignment will not release or discharge the Purchaser from any of the Purchaser's duties or obligations under this Agreement, even if the Agreement is subsequently amended. If, with the consent of the Seller, the

Purchaser assigns this Agreement, the Purchaser shall pay to the Seller an assignment fee of \$5,000.00 plus GST unless the assignment is to a spouse, child, parent, grandparent or sibling of the Purchaser or a company controlled by the Purchaser on the Completion Date.

20. **COST / GST** – The Purchaser will pay all taxes (including GST), costs, and expenses incurred in connection with the completion of the sale and purchase of the Strata Lot other than the costs of the Seller incurred in clearing title to the Strata Lot of financial encumbrances. If GST is not included in the Purchase Price, the Seller will remit the GST collected from the Purchaser to the Canada Revenue Agency and the Purchaser will be solely responsible to collect any rebate of the GST, if applicable.
21. **MISCELLANEOUS** – This Agreement is the entire agreement between the parties and there are no other terms, conditions, representations, warranties or collateral agreements, express or implied, whether made by the Seller, any agent, employee, or representative of the Seller or any other person. All of the terms, conditions, representations, and warranties contained in this Agreement will survive closing and the transfer of the Strata Lot to the Purchaser. If the Purchaser is comprised of more than one person, the covenants and obligations of all parties comprising the Purchaser are joint and several.
22. **PERSONAL INFORMATION** – The Purchaser and the Seller hereby consent to the collection, use and disclosure by the agents and salespersons described in any schedules hereto, the real estate boards of which those agents and salespersons are members and, if the Strata Lot is listed on a Multiple Listing Service, the real estate board that operates that Multiple Listing Service, of personal information about the Purchaser and the Seller: (a) for all purposes consistent with the transaction contemplated herein; (b) if the Strata Lot 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 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 brochure published by the British Columbia Real Estate Association entitled “Working with a Real Estate Agent”.

The Purchaser also consents to the collection, use, and disclosure of personal information contained in this Agreement, otherwise collected by or on behalf of the Seller for the purpose of assisting the Seller in securing financing for the Development and for additional purposes identified when or before personal information is collected.

SCHEDULE B
STRATA LOT PLAN