

**SHUSWAP LAKE VIEW PROPERTIES**  
**DISCLOSURE STATEMENT AMENDMENT**

Date of Disclosure Statement: June 28, 2022  
Date of This Amendment: April 6, 2023

**Name of Development:** Shuswap Lake View Properties

**Name of Developer:** 1131668 B.C. LTD.

**Developer's Address for Service in BC:** c/o Nixon Wenger LLP  
Lawyers  
#301, 2706 – 30<sup>th</sup> Avenue  
Vernon, British Columbia V1T 2C6

**Developer's Business Address:** c/o 18 Strathboine Crescent  
Headingley, Manitoba R4H 1A6

**Name and Business Address of any Real Estate Brokerage acting on behalf of the Developer:**  
  
Aaron Priebe  
HomeLife Realty Salmon Arm  
404 – 251 Trans-Canada Hwy NW  
Salmon Arm, British Columbia V1E 3B8

In addition, the Developer intends to use its own employees to market the strata lots. The Developer's employees are not licensed under the *Real Estate Services Act* and are not acting on behalf of any purchaser.

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

**This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of \_\_\_\_\_ [insert names of purchaser(s)], who has confirmed that fact by initialling in the space provided here:**

Initial here	Initial here

The Disclosure Statement dated June 28, 2022 is amended as follows:

1. Paragraph 5.1(2) is deleted in its entirety and replaced with the following:  
“(2) The estimated date range of completion of construction is May 31, 2023 to August 31, 2023.”

Exhibit F Estimated Budget is deleted and replaced with Exhibit F Estimated Budget attached.

Exhibit H Proposed Encumbrances is deleted and replaced with Exhibit H Proposed Encumbrances attached.

Exhibit O Proposed Statutory Right of Way in Common Property (water works) is added and attached.

**DEEMED RELIANCE:**

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

**DECLARATION**


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

**1131668 B.C. Ltd.**

Per:   
Authorized Signatory – Vernon Dean Buhr

**The Directors of 1131668 B.C. Ltd. in their personal capacity:**

\_\_\_\_\_  
Paul Antonius Adriaansen

  
\_\_\_\_\_  
Vernon Dean Buhr

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Per: \_\_\_\_\_  
Authorized Signatory – Vernon Dean Buhr

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\_\_\_\_\_  
Paul Antonius Adriaansen

\_\_\_\_\_  
Vernon Dean Buhr

**Exhibit F**  
**ESTIMATED BUDGET**

## Shuswap Lake View Properties Sunnybrae, BC

<b>All anticipated strata expenses for Shuswap Lake View Properties</b>	<b>EST.ANNUAL COST TO STRATA CORPORATION</b>	<b>EST. MONTHLY COST TO STRATA CORPORATION</b>	<b>PER RESIDENT/MONTH</b>
Insurance	\$ 1815.00	\$151.25	\$ 10.80
Septic maintenance	\$ 2255.00	\$187.92	\$13.42
Storm water flush, maintain and clean culverts	\$ 2200.00	\$183.33	\$13.10
Garbage pickup (weekly) – Shuswap Enviro Solutions	\$ 3528.00	\$294.00	\$21.00
Groom /mow grass in ditches and water and Sweep road in spring	\$ 1980.00	\$165.00	\$11.79
Remove, plow or blow snow from road	\$ 2200.00	\$ 183.33	\$ 13.10
Accounting and legal	\$ 1650.00	\$ 137.50	\$ 9.82
<b><u>Total</u></b>	<b><u>\$15628.00</u></b>	<b><u>\$1302.33</u></b>	<b><u>\$ 93.03</u></b>
Contingency 10%	\$ 1562.80	\$ 130.23	\$ 9.30
<b>TOTAL ESTIMATED STRATA FEES</b>	<b>\$17190.80</b>	<b>\$1432.56</b>	<b>\$102.33</b>

Strata Fee per unit @ 14 \$102.33

**\*Note: not included in the common expenses listed above are the following expenses which are billed separately to each Lot: property taxes, water, utility costs (electricity, natural gas, telephone and cable and house insurance)**

**Exhibit H**  
**PROPOSED ENCUMBRANCES**

1. A Statutory Building Scheme will be registered over Strata Lots 1 – 14 inclusive in substantially the same format as Exhibit B.
2. A Covenant and Covenant Plan will be registered over Strata Lots 1 – 14 inclusive in substantially the same format as Exhibit N showing the buildable areas located on each strata lot.
3. A Statutory Right of Way Agreement will be registered over The Common Property Strata Plan EPS8683 to secure water works in favour of Columbia Shuswap Regional District in substantially the same format as Exhibit O.
4. Such other and further statutory rights of way and easements as are required for the provision of utilities to the Development and the Strata Lots.

**Exhibit O**  
**PROPOSED STATUTORY RIGHT OF WAY IN COMMON PROPERTY (WATER WORKS)**



1. Application

**Nixon Wenger LLP, Lawyers**  
**#301, 2706 30th Avenue**  
**Vernon BC V1T 2B6**  
**12505425353**

File Ref: 50202-004 SMB/cma  
 SRW blanket - CSRD - water works over Common Property

2. Description of Land

PID/Plan Number	Legal Description
EPS8683	THE COMMON PROPERTY STRATA PLAN EPS8683

3. Nature of Interest

Type	Number	Additional Information
STATUTORY RIGHT OF WAY		

4. Terms

Part 2 of this instrument consists of:  
**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**1131668 B.C. LTD., NO.BC1131668**

6. Transferee(s)

**COLUMBIA SHUSWAP REGIONAL DISTRICT**  
**555 HARBOURFRONT DRIVE, NE, BOX 978**  
**SALMON ARM BC V1E 4P1**

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature  _____	Execution Date <div style="border: 1px solid black; width: 100%; height: 100%; text-align: center; padding: 10px;">           YYYY-MM-DD         </div>	Transferor / Transferee / Party Signature(s)  <b>1131668 B.C. Ltd.</b> By their Authorized Signatory  _____ <b>Vern Buhr</b>
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**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.

Witnessing Officer Signature  _____	Execution Date <div style="border: 1px solid black; width: 100%; height: 100%; text-align: center; padding: 10px;">           YYYY-MM-DD         </div>	Transferor / Transferee / Party Signature(s)  <b>Columbia Shuswap Regional District</b> By their Authorized Signatory  _____ <b>Name:</b>   _____ <b>Name:</b>
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<p><b>Electronic Signature</b></p> <p>Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.</p>	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>
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TERMS OF INSTRUMENT - PART 2

**STATUTORY RIGHT OF WAY**

THIS AGREEMENT is dated for reference the 19<sup>th</sup> day of December, 2022.

BETWEEN:

**1131668 B.C. LTD.**  
18 Strathboine Crescent  
Headlingley, Manitoba R4H 1A6

(the “Transferor”)

AND:

**COLUMBIA SHUSWAP REGIONAL DISTRICT**  
555 Harbourfront Drive NE, Box 978  
Salmon Arm, British Columbia V1E 4P1

(the “Transferee”)

**Background**

- A. The Transferor is the registered owner of lands and premises located in the Vernon Assessment Area, British Columbia, more particularly known and described as:

NO PID NMBR  
The Common Property Strata Plan EPS8683

(the “Lands”).

- B. Section 218 of the *Land Title Act*, R.S.B.C. 1996, c. 250 enables the Transferor to grant in favour of the Transferee an easement without a dominant tenement to be known as a statutory right of way.
- C. The Transferee requires and the Transferor wishes to grant to the Transferee a statutory right of way over a portion of the Lands.
- D. This statutory right of way is necessary for the operation and maintenance of the Transferee's undertaking.

## Terms of Agreement

In consideration of \$1.00 now paid by the Transferee to the Transferor and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The Transferor hereby grants to the Transferee and its agents, workmen, servants and all other persons acting for and on behalf of the Transferee the full and free right in perpetuity to enter onto and use the Lands (the “**Right of Way Area**”), for the following purposes:
  - (a) to enter over, on, in, and under the Right of Way Area to:
    - (i) conduct surveys and examinations;
    - (ii) dig up, remove and replace soil;
    - (iii) construct, install, operate, maintain, clean, cover with soil, alter, relocate, renew, inspect and replace a system of waterworks including water main, hydrants, water lines, pipes, culverts, wing walls, manholes, meters, pumps, valves, and similar equipment, or any of them, together with all ancillary attachments and fittings (all of which are collectively called the “**Works**”) for the purpose of conveying, draining, containing, protecting, metering and disposing of water;
  - (b) to bring on to the Right-of-Way Area all materials and equipment the Transferee requires or desires for the Works;
  - (c) to clear the Right of Way Area and keep it clear of anything which in the opinion of the Transferee constitutes or may constitute an obstruction to the use of the Right-of-Way Area or to the Works;
  - (d) the right to clear and break open the surface of and excavate the Right-of-Way Area from time to time; and
  - (e) to do all acts which in the opinion of the Transferee are incidental to the foregoing.
2. The Transferee shall:
  - (a) use the Right-of-Way Area and carry out the construction and maintenance of the Works in a good and workmanlike manner in order to cause no unnecessary damage or disturbance to the Transferor, the Lands or any improvement on the Lands;
  - (b) not bury, without the prior written consent of the Transferor, debris or rubbish in excavations or backfill;
  - (c) remove shoring and like temporary structures as backfilling proceeds;
  - (d) rake up all rubbish and construction debris it creates in order to leave the Right-of- Way Area in a reasonably neat and clean condition;
  - (e) re-grade and re-pave any portion of the Right-of-Way Area disturbed by any construction or maintenance of the Works to the previous grade and slope;

- (f) exercise care not to damage the Lands or any improvements on the Lands outside the Right-of-Way Area and if the Transferee should cause any such damage, restore such damaged Lands or improvements thereon to as close to their pre-damaged condition as is reasonably practical with reasonable dispatch or where the Transferor deems restoration to be impractical, reimburse the Transferor for all damage the Transferee has caused but not restored; and
- (g) install all works below ground unless by their nature they must be above-ground to function properly (e.g. hydrants).

3. The Transferor shall:

- (a) not do or permit to be done any act or thing which in the reasonable opinion of the Transferee might interfere with, injure, impair the operating efficiency of, or obstruct access to or the use of the Right-of-Way Area or the Works;
- (b) not cause or permit retaining walls, open drains or ditches to be constructed across any of the Works installed in the Right-of-Way Area without written permission from the Transferee;
- (c) not cause or permit any trees, buildings or structures of any kind including retaining walls to be erected or located on, over or within the Right-of-Way Area; or

Notwithstanding the above, the Transferor shall be entitled to landscape and/or pave the surface of the Right-of-Way Area and to use same provided that no such use shall materially interfere with or restrict the use of the Right-of-Way Area by the Transferee for the purposes set out in this Agreement. Notwithstanding the foregoing, except as expressly provided in this Agreement the Transferee is not obligated to restore or replace any landscaping, fencing or other improvements installed on or within the Right-of-Way Area.

4. If the Transferor omits, fails or neglects to carry out one of its obligations contained in this Agreement or do some act contrary to its obligations contained in this Agreement, the Transferee may give the Transferor 14 days' written notice in the manner provided in this Agreement requiring the default to be cured. If the Transferor fails to cure such default to the satisfaction of the Transferee within the time specified, the Transferee may enter onto the Lands and rectify such default to the extent considered necessary by it and the cost of doing so shall be a debt due and owing to the Transferee by the Transferor with interest to accrue at the prime commercial lending rate of the Canadian Imperial Bank of Commerce as of the date of the notice.

5. The Transferor shall at all times and does hereby indemnify, save harmless, release and forever discharge the Transferee from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises, at law or in equity, whether known or unknown, including without limitation for injury to persons or property including death, of any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the Transferor in connection with or in consequence of this Agreement, save and except to the extent caused by any act, omission, negligence or default of the Transferee.
6. This Agreement runs with the Lands.
7. The Transferee shall have quiet enjoyment of the rights hereby granted without disturbance, let or hindrance by any person, firm or corporation being the Transferors or occupiers from time to time of the Lands.
8. The Transferor will from time to time and at all times at the request and at the expense of the Transferee, do and execute, or cause to be made done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever for the better assuring unto the Transferee of the rights hereby granted to the Transferee.
9. The Works, and all goods, chattels and materials installed on or within the Right-of-Way Area by the Transferee from time to time in the course of carrying out the purposes set out above shall remain the property of the Transferee at all times.
10. Wherever this Agreement creates a power or obligation of the Transferee to make a decision or to exercise any contractual right or remedy, the Transferee may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.
11. Notwithstanding anything contained in this Agreement, the Transferee reserves all rights and powers of expropriation otherwise enjoyed by the Transferee.
12. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default by that party.
13. Whenever it is required or desired that either party shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:
  - (a) the Clerk of the Transferee or a director of the Transferor has been served personally, on the date of service; or
  - (b) mailed by prepaid registered mail, on the date received or on the sixth day after receipt of mailing by any Canada Post office, whichever is the earlier, so long as the notice is mailed to the party at the address provided in this Agreement or to whatever address the party may from time to time provide to the other party.

14. The Transferor acknowledges and agrees that the Statutory Right-of-Way created by this Agreement shall be registered as a charge against the title to the Lands pursuant to the provisions of Section 218 of the *Land Title Act*, R.S.B.C. 1996, Chapter 250.
15. The Transferor shall, after execution of this Agreement by it, at the expense of the Transferor, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all financial charges and encumbrances which may have been registered against the title to the Lands in the Land Title Office save and except those as have been specifically approved in writing by the Transferee or have been granted in favour of the Transferee.
16. None of the covenants contained in this Agreement shall be personal or binding upon the Transferor, save and except during the Transferor's ownership of any interest in the Lands and with respect only to that portion of the Lands owned by the Transferor from time to time, but the Lands nevertheless shall be and remain at all times charged therewith in perpetuity.

**IN WITNESS WHEREOF** the parties acknowledge that this Agreement has been duly executed and delivered by the parties executing one or more pages of the General Instrument.