

# ***SAKINAW RIDGE***

## **SECOND AMENDMENT TO DISCLOSURE STATEMENT**

DATED: November 15, 2006  
ORIGINAL DISCLOSURE STATEMENT DATED: September 15, 2005  
FIRST AMENDMENT TO DISCLOSURE STATEMENT DATED: June 2, 2006

DEVELOPER:  
**BGD HOLDINGS CO. LTD.**

Mailing Address:  
9701, 201<sup>st</sup> Street  
Langley, B. C.  
V1M 3E7

Address for Service:  
c/o #1600, 925 West Georgia Street  
Vancouver, B.C.  
V6C 3L2

Agent:  
Landquest Realty Corp.  
#200, 313 – 6<sup>th</sup> Street  
New Westminster, B.C.  
(604) 664-7633

*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.*

1. Paragraph 4.3 Existing Encumbrances and Legal Notations be amended to read:
  - a) Mortgage No. CA204047 in favour of Prospera Credit Union which will be discharged from the title of each lot sale;
  - b) Assignment of Rents No. CA204048 in favour of Prospera Credit Union which will be discharged from the title of each lot sale;
  - c) Statutory Building Scheme No. BA317623, a copy of which is attached hereto as Exhibit “D”;
  - d) Section 219 Covenant No. BA175960 agreement in favour of the Sunshine Coast Regional District informing of potential flood danger over Sea Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 & 22 with priority agreement No. BA175961 granting Covenant No. BA175960 priority over Mortgage No. CA204047 and Assignment of Rents No. CA204048;
  - e) Section 219 Covenant No. BA175963 agreement in favour of the Sunshine Coast Regional District informing of potential flood danger over Lake Lots 1, 2 & 3;
  - f) Section 219 Covenant No. BA175967 agreement in favour of the Ministry of Transportation and Highways setting out restricted building areas over 1, 9, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29 & 30 with priority agreement No. BA175968 granting Covenant No. BA175967 priority over Mortgage No. CA204047 and Assignment of Rents No. CA204048;
  - g) Section 219 Covenant No. BA175970 agreement in favour of Sunshine Coast Regional District setting out Riparian Vegetation Protection Area over Lots 1, 2 & 3.
  - h) Section 219 Covenant in favour of No. BA321592 in favour of the Sunshine Coast Regional District for land use purposes with priority agreement No. BA321593 granting Section 219 Covenant No. BA321592 priority over Mortgage No. CA204047 and Assignment of Rents No. CA204048, a copy of which is attached hereto as Exhibit “E”.

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.

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 November 15, 2006.

**BGD Holdings Co. Ltd.**

Per:



Authorized Signatory

Dated: November 15, 2006



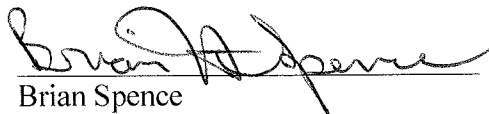
Authorized Signatory

Dated: November 15, 2006



David R. Milne

Dated: November 15, 2006



Brian Spence

Dated: November 15, 2006

**SOLICITOR'S CERTIFICATE**

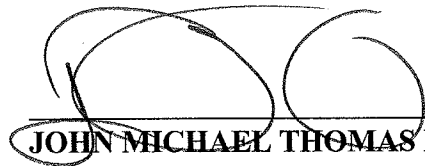
**IN THE MATTER** of the *Real Estate Act*  
and the Disclosure Statement of  
**BGD Holdings Co. Ltd.**

For Property legally described as:

North Shore – Squamish Valley Assessment Area  
Pender Harbour Fire Protection District  
Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17  
18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 & 31  
District Lots 3921 and 3922 Group 1 NWD Plan BCP23871

I, **JOHN MICHAEL THOMAS BURKE**, Barrister and Solicitor, a member of the Law Society of the Province of British Columbia, having read over the above-described Second Amendment to Disclosure Statement dated the 15 day of November, 2006, made any required investigations in public offices, and reviewed same with the Developer therein named, hereby certify that the facts contained in Paragraphs 4.1 and 4.3 are correct.

**DATED** at the City of Abbotsford,  
in the Province of British Columbia,  
this 15 day of November, 2006.

  
**JOHN MICHAEL THOMAS BURKE**

# Exhibit "D"

## Statutory Building Scheme

**Land Title Act  
FORM 35**

*(section 220 (1))*

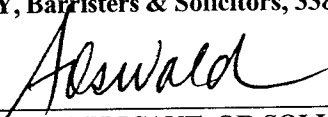
**DECLARATION OF BUILDING SCHEME**

**NATURE OF INTEREST:** Charge: Building Scheme

**HEREWITH FEE OF:** \$65.20

Address of person entitled to apply to register this building scheme:  
9701, 201<sup>st</sup> Street, Langley, B.C., V1M 3E7

Full name, address and telephone number of person presenting application:  
Allison Oswald, Legal Secretary, **ROSBOROUGH & COMPANY**, Barristers & Solicitors, 33832 South Fraser Way, Abbotsford, B.C., V2S 2C5 (604) 859-7171



**SIGNATURE OF APPLICANT, OR SOLICITOR  
OR AUTHORIZED AGENT**

We, **BGD Holdings Co. Ltd.** (Incorporation No. 667224) a British Columbia company, of 9701, 201<sup>st</sup> Street, Langley, B.C., V1M 3E7, **G. Mey Holdings Ltd.** (Incorporation No. BC0210560) of 237 Rondoval Crescent, North Vancouver, B.C., V7N 2W6, **William Peter May**, Businessman of 14026, 33B Avenue, Surrey, B.C., V4P 3P6, **Kenneth Rekrutiak**, Businessman and **Judith Rekrutiak**, Businesswoman as Joint Tenants both of 4832 Vista Place, West Vancouver, B.C., V7W 3E7, **Donald Larry Schindle**, Businessman of R.R. #1, S10, C3, Garden Bay, B.C., V0N 1S0, **Frank Chu**, UBC Employee and **Jean Chu**, Homemaker as Joint Tenants as to an undivided 1/2 interest and **Him Ying Wong**, Retired as to an undivided 1/2 interest all of 8015 Woodhurst Drive, Burnaby, B.C., V5A 4C6 declare that:

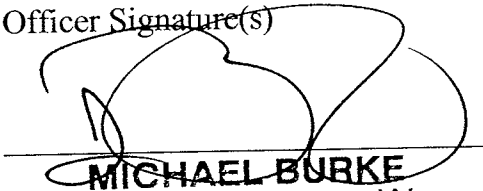
1. We are the registered owners in fee simple of the following land (hereinafter called the "Lots")

- |             |  |
|-------------|--|
| 026-674-530 | Lot 1 District Lot 3921 Group 1 NWD Plan BCP23871  |
| 026-674-556 | Lot 3 District Lot 3921 Group 1 NWD Plan BCP23871  |
| 026-674-564 | Lot 4 District Lot 3921 Group 1 NWD Plan BCP23871  |
| 026-674-572 | Lot 5 District Lot 3921 Group 1 NWD Plan BCP23871  |
| 026-674-599 | Lot 7 District Lot 3921 Group 1 NWD Plan BCP23871  |
| 026-674-602 | Lot 8 District Lot 3921 Group 1 NWD Plan BCP23871  |
| 026-674-611 | Lot 9 District Lot 3921 Group 1 NWD Plan BCP23871  |
| 026-674-645 | Lot 12 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-653 | Lot 13 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-661 | Lot 14 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-670 | Lot 15 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-688 | Lot 16 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-696 | Lot 17 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-700 | Lot 18 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-718 | Lot 19 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-726 | Lot 20 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-734 | Lot 21 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-742 | Lot 22 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-751 | Lot 23 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-769 | Lot 24 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-777 | Lot 25 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-785 | Lot 26 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-793 | Lot 27 District Lot 3921 Group 1 NWD Plan BCP23871 |
| 026-674-807 | Lot 28 District Lot 3921 Group 1 NWD Plan BCP23871 |

026-674-815  
026-674-823

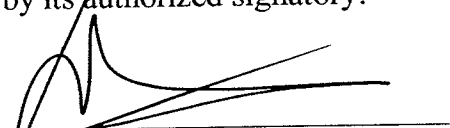
Lot 29 District Lot 3921 Group 1 NWD Plan BCP23871  
Lot 30 District Lot 3921 Group 1 NWD Plan BCP23871

- 2. We hereby create a building scheme relating to the Lots.
- 3. A sale of any of the Lots is subject to the restrictions enumerated in the Schedule of Restrictions attached or annexed hereto as Exhibit "A".
- 4. The restrictions shall be for the benefit of all the Lots.

Officer Signature(s)  
  
**MICHAEL BURKE**  
 33832 South Fraser Way,  
 Abbotsford, B.C.  
 V2S 2C5  
 Barrister & Solicitor

**Execution Date**

Y	M	D
6	8	10

Transferee(s) Signature(s)  
**BGD HOLDINGS CO. LTD.**  
 by its authorized signatory:  
  
**DAVID R. MILNE**

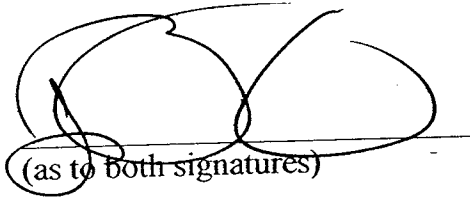
**OFFICER'S CERTIFICATION:**  
 Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124 to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act*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

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS:

I/we, **PROSPERA CREDIT UNION** of 401 Main Street, Penticton, B.C., V2A 5C4, the holder of the following registered charge, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over my respective charge.

Type of Charge	Registration Number of Charge
Mortgage	No. CA204047
Assignment of Rents	No. CA204048

Officer Signature(s)



(as to both signatures)


**MICHAEL BURKE**  
 33832 South Fraser Way,  
 Abbotsford, B.C.  
 V2S 2C5  
 Barrister & Solicitor

Execution Date


Y	M	D
6	8	19

Transferee(s) Signature(s)

**PROSPERA CREDIT UNION**  
by its authorized signatories:



HANS DOFF *AVT. Commercial Credit*



GERHARD SCHUSTER  
*COMMERCIAL ACCOUNT MANAGER*

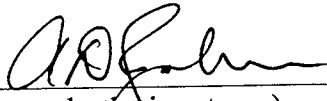
**OFFICER'S CERTIFICATION:**

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 the instrument.

**NOTE:**

1. The consent and grant of priority of charge holders may be in separate counterparts of Form 35.
2. The execution of all declaring or consenting parties must be witnessed in accordance with Part 5 of the *Land Title Act*.
3. The type and registration number of the charge must be typed or printed immediately below the signature of the owner of the charge.

Officer Signature(s)

  
\_\_\_\_\_  
(as to both signatures)

**ALANA DALE-JOHNSON**  
Barrister & Solicitor  
1450 Station Tower Gateway  
13401 - 108th Avenue  
Surrey, BC V3T 5T3  
Tel: 604-581-4877

**OFFICER'S CERTIFICATION:**

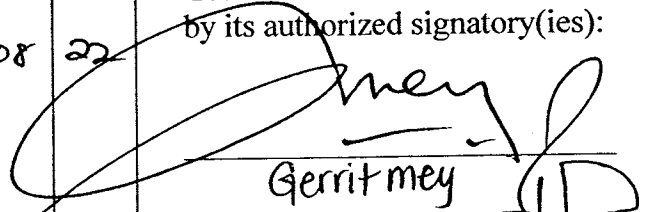
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124 to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

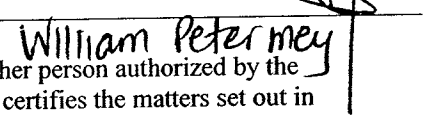
**Execution Date**

Y	M	D
06	08	22

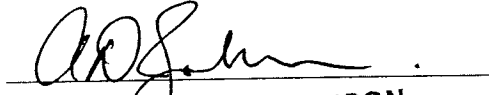
Transferee(s) Signature(s)

**G. MEY HOLDINGS LTD.**  
by its authorized signatory(ies):

  
\_\_\_\_\_  
Gerrit Mey

  
\_\_\_\_\_  
William Peter Mey

Officer Signature(s)



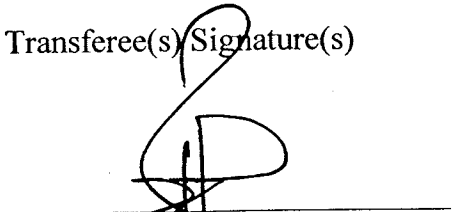
**ALANA DALE-JOHNSON**  
Barrister & Solicitor  
1450 Station Tower Gateway  
13401 - 108th Avenue  
Surrey, BC V3T 5T3  
OFFICER OF THE REGISTRY

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 the instrument.

**Execution Date**

Y	M	D
06	08	22

Transferee(s) Signature(s)



**WILLIAM PETER MEY**

Officer Signature(s)

*Jon V Ardagh*

(as to both signatures)

**JON V. ARDAGH**  
*Barrister & Solicitor*  
1300-1401 LONSDALE AVENUE  
NORTH VANCOUVER, BC V7M 2H9  
PHONE: (604) 986-4386

**Execution Date**

Y	M	D
06	08	21

Transferee(s) Signature(s)

*Kenneth Rekrutiak*  
**KENNETH REKRUTIAK**

*Judith Rekrutiak*  
**JUDITH REKRUTIAK**

**OFFICER'S 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 the instrument.

Officer Signature(s)

M. Seaborn

Y	M	D
06	08	18

Transferee(s) Signature(s)

[Signature]  
DONALD LARRY SCHINDLE

**MICHAEL SEABORN**

*Barrister & Solicitor, Notary Public*

2nd Floor, 1488 Beach Drive  
PO Box 70, Port McNeill BC  
MON 2R0  
Ph (250) 956-3358

**OFFICER'S 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. to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Act to the execution of the instrument.

2nd Floor, 1488 Beach Dr.  
Port McNeill, BC  
VON 2R0

**CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS:**

I/we, **HSBC BANK CANADA** of 5210 Kingsway, Burnaby, B.C., V5H 2V9, the holder of the following registered charge, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over my respective charge.

Type of Charge

Registration Number of Charge

Mortgage

No. BA415686

Officer Signature(s)

(as to both signatures)

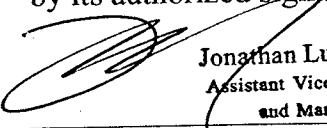
**STEPHEN M. MILLER**  
*Barrister & Solicitor*  
SUITE #202 - 5501 KINGSWAY  
BURNABY, BC V5H 2G3  
TEL: (604) 437-0461


**Execution Date**

Y	M	D
06	09	05

Transferee(s) Signature(s)

**HSBC BANK CANADA**  
by its authorized signatories:

  
Jonathan Luk (8000)  
Assistant Vice President  
and Manager

  
**EDWARD TANG**  
SENIOR MANAGER  
PERSONAL FINANCIAL  
SERVICES

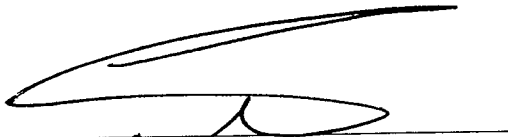
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**NOTE:**

7. The consent and grant of priority of charge holders may be in separate counterparts of Form 35.
8. The execution of all declaring or consenting parties must be witnessed in accordance with Part 5 of the *Land Title Act*.
9. The type and registration number of the charge must be typed or printed immediately below the signature of the owner of the charge.

Officer Signature(s)



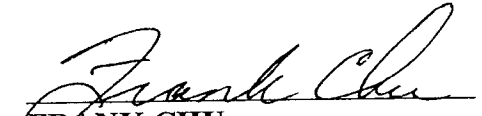
(as to all signatures)

**AKASH SABLOK**  
Notary Public  
6108 Fraser Street  
Vancouver, BC V5W 3A1  
Tel: 325-9200 Fax: 325-3666

**Execution Date**

Y	M	D
06	09	5

Transferee(s) Signature(s)



**FRANK CHU**



**JEAN CHU**



**HIM YING WONG**

**OFFICER'S 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 the instrument.

Exhibit "A"

**SCHEDULE OF RESTRICTIONS**

1.0 **Definitions**

- (a) **"Accessory Building"** means any Building ancillary to the House on any Lot including without limitation, storage sheds.
- (b) **"Building"** means a House or an Accessory Building and each and every other improvement and structure of any type or kind located above or below ground level and any parts thereof (footings excluded) but shall not include Landscaping.
- (c) **"Building Plans"** means complete drawings and specifications of a proposed Building on a Lot including, without limitation:
- a topographical survey prepared by a British Columbia Land Surveyor including all existing elevations at curbs and lot corners;
  - a site plan drawn at a scale of 1/8" = 1'0" showing: the north direction; the Lot number; the locations, bearings, dimensions and elevations of the property lines; the locations of the curb lines, roadway sidewalks and catch basins; existing and proposed easement, right of way and restrictive covenant lines; the location of all street lights, and of proposed fences (including description), driveway, (including elevations slope and surface) walkways (including surface), steps, patios (including dimension and finish), swales (including direction); minimum and proposed setbacks. Existing and proposed grade elevations at the corners of the proposed building and at the property lines; the elevations of the basement, crawl space, main floor and upper floor of the proposed building; foundation lines of the space, main floor and upper floor of the proposed building; foundation lines of the proposed building, cantilevered floors and decks; roof ridge, hip and valley lines;
  - a plan of all exterior elevations, existing and proposed perimeter grade elevations, all detailing types of materials and finishes, and roof overhand description;
  - floor plans showing exterior dimensions, floor areas and room names;

- exterior material and colour descriptions of the roofing, soffits, body, trim and accents of the proposed building;
  - a landscape plan drawn at a scale of 1/8" = 1'0" showing the type and location of all proposed landscaping including but not limited to all sodded, planted and treed areas;
  - a certificate from a British Columbia Land Surveyor, if required; and
  - any other information the Developer may reasonably require to ensure compliance with this Building Scheme;
  - but shall not include "mirror-image" type plans.
- (d) **"Building Scheme"** means this Schedule of Restrictions.
- (e) **"City"** means the Sunshine Coast Regional District or other successor local municipal body having jurisdiction over the Lots.
- (f) **"Commencement Date"** means the date of commencement of the construction of a Building by the Owner.
- (g) **"Designer Consultant"** means BGD Holdings Co. Ltd. or nominee.
- (h) **"Developer"** means BGD Holdings Co. Ltd. or nominee and its successors and assigns.
- (i) **"House"** means a single family residential building containing one dwelling unit and "Houses" means more than one House.
- (j) **"Landscaping"** means all plant materials of any type or kind located above or below ground level on a Lot, and any type or kind of pool, swimming pool, hot tub, landscape lighting, retaining walls, walkways, fencing, privacy walls, sidewalks or driveways located on a Lot.
- (k) **"Lot"** means any one of the Lots.
- (l) **"Lots"** means the lots described in this agreement and any portion or portions into which such lots may be subdivided or consolidated, whether by subdivision plan, strata plan or otherwise.

- (m) “**Owner**” means the person registered in the register of a land title office as owner in fee simple of a Lot whether entitled to it in his own right or in a representative capacity or otherwise, or:
- where there is a registered agreement for sale and purchase of the Lot, the registered holder of the last agreement for sale and purchase; and
  - where there is a registered life estate, the tenant for life.
- (n) “**Zoning Bylaw**” means any zoning bylaw adopted by the City.
- (o) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996 c. 250 as amended;
- (p) “**Local Government Act**” means the *Local Government Act*, R.S.B.C. 1996, c.323 as amended;

## 2.0 **CONSTRUCTION AND APPROVAL REQUIREMENTS**

In respect of any Lot:

- no landfill or any other like substance shall be placed or deposited on the Lot;
- no excavation, blasting or removal of any fill or ground cover, or the felling of trees, clearing of brush or other removal of natural vegetation shall occur on a Lot;
- no application shall be made for a building permit for the construction of any Building; or
- no placement, erection or construction of any Building, may be commenced if a building permit would normally be required by the City for any such work unless and until the Building Plans have been provided to the Design Consultant, in triplicate, and the Design Consultant has provided its written approval of the Building Plans.

### 2.1 **Plan Approvals**

All Building Plans submitted for approval must conform to the City's bylaws and to the British Columbia Building Code in effect at that time. The Design Consultant has the right and power to approve or arbitrarily reject Building Plans. The Design Consultant will notify the owner within ten (10) days of receipt of the completed

plans of the approval or disapproval of the plans. Any approval of Building Plans granted by the Design Consultant shall expire one and one-half (1.5) years from the date of such approval. Any changes to the approved Building Plans, including changes required by the City for the issuance of a building permit, must receive written approval from the Design Consultant prior to the changes being constructed. If substantial change approvals of the Building Plans are required, such additional approvals may be charged at a rate of \$150.00 per occurrence and will be paid directly to the Design Consultant.

Two sets of the Building Plans marked "Approved" and signed by the Design Consultant will be returned to the Owner or the Owner's agent for submission to the City as required prior to the issuance of a building permit.

## 2.2 Construction and Construction Approvals

Once construction of any Building on any Lot is commenced in compliance with the foregoing restrictions, the construction of such Building must not be discontinued and must be completed as to external appearance, including finished painting, not later than twenty-four (24) months from the Commencement Date (construction period).

During construction, the Design Consultant or its agents, must carry out on-site inspections during the construction period of a Building to ensure compliance by the Owner with the approved Building Plans. The following inspections are required to be completed by the Design Consultant and must be requested by the Owner or the Owner's agent at the following times:

- roof sheathing stage home and site inspection: to be requested upon completion of the roof sheathing of the House and any Accessory Building to receive approval of work in place. If a siting location or height non-compliance is suspected by the Design Consultant, a certificate from a British Columbia Land Surveyor may be required to verify whether there is non-compliance. Photographs of corrected site non-compliances may be accepted to avoid requiring another inspection at this stage;
- completed home and perimeter grades inspection: to be requested within eighteen (18) months from the Commencement Date;
- completed landscaping inspection: to be ordered within thirty-six (36) months from the Commencement Date, unless inclement weather results in a delay, in which case, the time period for this inspection shall be extended to account for such delay.

If it is necessary for repeat inspections to be performed, such inspections must be completed by the Design Consultant and a fee of \$150.00 may be charged for each inspection, which fee will be payable directly to the Design Consultant.

During Construction on a Lot, the Lot must at all times be maintained in a neat, tidy and safe manner so as to cause no unnecessary or unreasonable disturbance, nuisance or danger to persons or neighboring Lots. Such maintenance must be the sole responsibility of the Owner who will be solely responsible for the costs thereof.

### 2.3 **Design Approval Process**

The Design Consultant coordinates the review and approval of all plans. The Design Consultant will ensure that all design criteria are met. The Design Consultant may resolve to:

- Approve the plans;
- Approve the plans subject to the satisfaction of specified conditions;
- Request further information and/or modification of the plans prior to further review; or
- Reject the plans.

### 2.4 **No Obligation to Enforce**

Nothing in this schedule will be construed as an admission of responsibility or liability on the part of BGD, the Design Consultant or the developer to or for the benefit of any third party, whether an owner of lands or a lot or lots in the area or otherwise, to enforce, oversee, pursue, maintain or otherwise control the activities of an owner or others with respect to the use of or the enforcement of any conditions in this schedule which will be in the sole discretion of the Developer as he/she sees fit from time to time.

### 2.5 **Right to Modify**

The Developer hereby reserves the right to modify, waive, release or vary this schedule at any time, but no such modification, waiver, release or variance may be acted upon without the written consent of the Developer first being obtained. There may be a nominal fee charged for the issuance of a Variance Permit, depending on the scope of variance requested.

To reflect improvements and changes in building technology and design, the Developer reserves the right to modify this schedule as it considers appropriate in view of such changes.

2.6 **No Liability for Non-Compliance**

By acting as the approving body under this schedule or by the creation or variance of this schedule, the Developer or the Design Consultant does not assume any liability for damage resulting from structural defects in any structure erected on the lots nor any responsibility in connection with the site selected for any structure nor for the determination of lot boundaries, nor in the event of non-compliance with or non-fulfillment of any of the covenants, stipulations, restrictions or conditions in this schedule or in any Building or Development Permit or Licence, or in any conveyance or other agreement for the sale or lease of any of the lots. The Developer or the Design Consultant accepts no responsibility for construction design or methods of construction. All construction must meet the British Columbia Building Code and all By-laws and Permit conditions of the City.

3. **SITE REQUIREMENTS**

3.1 **Uses**

As per Regional District zoning bylaws.

3.2 **Setbacks**

No building shall be constructed unless the setbacks will conform to those established by the City in the Zoning Bylaw provision applicable to the Lot and such and such increased setbacks as may be prescribed by the Design Consultant or the Developer in the interests of tree preservation, variety in the streetscapes or maximization of privacy.

3.3 **Siting**

Attention must be given to siting of the Buildings in relationship to adjacent properties.

#### 4.0 **SITE DESIGN**

##### 4.1 **Site Analysis**

The success of any project relies on the strong understanding of a site's strengths and weaknesses and the context in which it is set. Therefore, prior to initiating any site design an analysis of the site must occur. The objective of any site analysis must make use of relevant professionals as required (ie. architects, landscape architects, engineers, geologists and other consultants). The analysis must use topographic surveys, site photos, soils reports and any other background material to help inform and reveal to the developer, architect and other consultant's the true conditions of the site. The results of the analysis will be utilized to convey to the Design Consultant the reasoning behind the resultant site plans.

##### 4.2 **Zoning Bylaws**

The Site Plan and subsequent building development must adhere to all zoning bylaws.

##### 4.3 **Building Siting Policies**

(a) *Minimize the visual impact of buildings on the landscape*

- The placement of Buildings must respect existing land forms and where possible, fit with existing contours.
- The sense of a Building must be that its walls continue down to the ground to give the sense of a solid and stable mass.

(b) *Location of the Buildings on their sites, and the construction of such Buildings must be situated in a way that creates a carefully scaled relationship between adjacent buildings and landscape features.*

- Residential projects must consider their effect on privacy, view lines and overshadowing of neighbouring properties.

##### 4.4 **Site Coverage**

(a) General

No Building must be constructed on a Lot unless the site coverage of such Building is in accordance with the Zoning Bylaw.

(b) All Houses

The total finished living area (excluding the garage and basement) must be at least 1200 square feet (111 square metres). Some exceptions may be permitted at the discretion of the Design Consultant.

(c) Accessory Buildings

No Accessory Building may be constructed on a Lot unless the design and location of the Accessory Building is first approved by the Design Consultant. The roof and design of an Accessory Building must be consistent in slope and style of the House.

(d) Garages, Driveways and Walkways

- No garage shall be constructed on any Lot unless it will comfortably contain a minimum of two standard passenger size motor vehicles and is contiguous to the House of which it forms a part, unless the Design Consultant deems it appropriate to approve a garage separate from the House for a particular architectural design.
- All driveways must be finished with at least crushed gravel or better. Concrete, brick or asphalt pavement is preferred. All driveways must be designed to control water runoff to rock pits. If a driveway is constructed of coloured materials, such materials must contain sort, not radically contrasting colour transitions.
- No garage or driveway shall be constructed unless and until its location and design are approved by the Design Consultant to ensure compatibility with adjacent Houses. If approved by the Design Consultant, garages may extend toward the public roadway or street.

(e) Lot Grading

- Except during the construction period for a Building on a Lot and as may be permitted by the City temporarily during the construction period, no Lot shall have lot grading or ground conditions that do not comply with the Lot grading plan approved by the City for the Lots and the City's requirements for Lot grading. Owners of Lots must consult the City to ensure that their elevations and Landscaping conform to the lot grading plan and to the City's requirements. There must be a smooth finished grade or ground level transition from Lot to Lot if altered from natural.

- The Owner is responsible to ensure that foundation excavations are filled back and that excess soil is removed from the Lot to an approved disposal area after construction and that Landscaping and other site changes do not interrupt the drainage pattern.
- Retaining walls must not exceed a maximum of 3.9 feet (1.2 metres) in height above or below the finished grade and the offset from an adjacent retaining wall must not be less than 3.9 feet (1.2 metres). The distance to a retaining wall from a Lot's property line must be at least equal to the height of the retaining wall to a maximum of 3.9 feet (1.2 metres). Retaining walls must not be constructed of materials other than concrete, stone, brick or wood, unless by the approval of the Design Consultant. If a retaining wall is constructed of concrete, the concrete must not display a plain or brushed finish and must display a decorative cap or be concealed by plantings.

(f) Signage

- Street signs, pedestrian signs, traffic signage must be approved by the Design Consultant.
- Commercial signage must not be erected in residential areas, unless approved by the Design Consultant.
- No billboards, placards, advertising or signs of any kind will be contained on residential lots, nor on any visible surface of any building contained on residential lots.
- Exceptions include "For Sale" or "For Rent" signs not exceeding three (3) feet by two (2) feet in size or signage that has been approved in writing by the Design Consultant.
- Street address numbers must be posted in a clearly visible area from the street, must be lighted and/or reflective, and no smaller than 15cm (6") in height for easy identification in emergency situations (fire, police, etc.).

5. **ARCHITECTURAL DESIGN REQUIREMENTS**

Regardless of compliance with the criteria set out in this Building Scheme, no Building shall be constructed unless the architectural design requirements are to the Design Consultant's satisfaction in all respects.

It is important that the residential buildings at Sakinaw Ridge be designed such that they:

- Relate to the people living there;
- Harmonize with the area and its natural features and;
- Reflect the desired character of development.

(a) Size and Scale

- The total finished living area (excluding the garage and basement) must be at least 1200 square feet (111 square metres).
- No unbroken expanse of building façade may exceed 24' before a minimum shift in wall plane of 0.6 metres (2 ft) must occur and; no unbroken expanse of building façade may exceed 36' before a minimum shift in wall plane of 1.2 metres (4ft) must occur. Building facades should appear as a composition of several segments or masses rather than a large, homogenous entity.
- The principle ridge line on the building must not exceed 15 metres (50ft), at which point the ridge line must be offset or shifted, or take on a different alignment.
- To provide varieties in building form, appurtenances and attachments are recommended.
- Buildings and structures together must cover no more than the gross lot area as per the applicable zoning bylaw.
- Building height is to be consistent with the zoning bylaws.

(b) Roofs

(i) Roof Design

- A predominant roof shape must be established to visually unify a collection or cluster of buildings on each site.
- The predominant roof shape must be a simple gable roof with a pitch between 4:12 to 10:12 unless approved by the design consultant.
- Gable roofs with false fronts are not permitted.
- It is recommended to break up the mass of a single large roof into a collection of roofs and/or masses. The alignment of roof ridges must enhance the visual unity of groups of buildings.

(ii) Roof Forms

- Use roof forms in a similar manner to those used historically.
- Sloping roof forms, such as hip, gable and shed, must be the dominant roof shape. Flat roofs may be utilized in small quantities.
- Pitched roof slopes must be between 4:12 and 10:12.
- Roof shapes not permitted include: mansard, fake mansard, gambrel roof (barn style), curvilinear, domes, A-frame or gothic arch.

(iii) Roof Overhangs

- Roof overhangs must be used as roof overhangs contribute to the buildings character and are critical to protecting walls and wall openings from rain and snow.
- Roof overhang must be a minimum of 0.6 metre (2ft). Small portions of overhangs less than this may be allowed.
- Roof assembly construction must address extreme climate conditions.

(iv) Roof Appurtenances

- Roof form must be modulated.
- Roof appurtenances, dormers, clerestories and skylights all create interesting, pleasant interior spaces and add interest to the roof. However, it is critical to avoid over-decoration and visual disorder.
- Acceptable dormer shapes may include shed dormer, gable dormer, hip dormer and barrel dormers.
- Roof ornaments such as finials, scroll wood on ridges and/or decorative turrets are discouraged.
- Roof top access stairs, elevator shafts and mechanical equipment must be designed to be contained within the roof and/or screened from important sight lines. Pragmatic components, as noted above, must be treated as key building elements and considered from the start of the design phase.
- Satellite dishes larger than 30" in diameter are not allowed. Satellite dishes smaller than 30" in diameter must be located on a roof providing it is visually unobtrusive.
- Skylights must be placed flush against the roof and not placed at an angle with the roof plane.
- Chimney chases and flues must be either wood siding or masonry finished: exposed metal chimneys are not permitted.
- Clerestories must be placed within the field of the roof. Solar collectors shall lie flat on pitched roofs.

(v) Roof Materials

- All roofs must be finished with cedar shingles, shakes or masonry tiles except under circumstances such as design or construction.
- The Design Consultant may permit the use of substitute roofing material.

- All roof flashing must be of a colour harmonious with roof and upper wall flashing.

(c) Exterior Materials

- Stained or painted wood siding is strongly recommended.
- Particle board or aluminum is not acceptable or allowed.
- Heavy wood beam and posts are encouraged.
- Exposed fasteners must be considered within the overall design.
- Stone (natural or cultured) is encouraged for use on the lower portions of buildings.
- Unfinished, exposed concrete is not acceptable unless as exposed foundation which is to be limited to a maximum exposure of 16" (0.4 metres) in height.
- A limit of three materials per building is proposed in order to reduce visual disorder.
- Exposed Styrofoam block foundations are not acceptable.

(d) Exterior Colour Palette

- (i) Muted colours are preferred for the background colour of most Buildings
- The colour pallet of all residential structures is subject to approval by the Design Consultant prior to any construction.
- (ii) Use bright colours for accents only
- Reserve the use of strong, bright colours for accents, signs, ornamentation and entrance. In most cases, only one or two accent colours must be used in addition to the base colour.

- It is recommended doors be painted an accent colour or they may be left a natural wood finish.
- Luminescent or dayglo colours are not allowed.

(e) Architectural Details

(i) Window, door and porch openings are an important element of Building form and appearance

- It is recommended that doorways be feature points.
- Large opening windows are encouraged for every room which backs onto an outside wall.
- Windows must be constructed of wood, wood covered with colour-fast vinyl, aluminum or vinyl with trim and/or molding.
- Door openings must be protected from the wind and rain.
- Maximize the percentage of glass allowable for every elevation of the building.
- Garage doors which incorporate raised panels and windows are encouraged.
- All doors and windows must have wood trim or relief.
- Use porches, courtyards and entry features to define ground levels of buildings to provide visual interest.
- Covered walkways must be designed within the building mass or attached to the building mass.
- Natural log or timber posts are strongly encouraged.
- Balconies must be designed to prevent interior leaks and compliment the building aesthetics.

(ii) A variety of architectural components are encouraged which contribute to the visual interest of the building

- Ornament and detail must be simple.
- Traditional locations for decorative elements are porches and eaves. Decks must be constructed of concrete or treated wood and must be connected to the ground by massive supports of stone/wood/log.
- Consider eaves, true window mullions, corner boards, brackets, knee braces, exposed steel fasteners and substantial trim boards.
- Architectural details add visual interest and can often showcase superior quality craftsmanship and architectural design.
- Soffits must be colour coordinated with the underside of the eave.

(f) Corner Lots

No House shall be constructed on a corner lot unless both street fronting elevations have sufficient architectural detailing in the opinion of the Design Consultant so that the House does not appear to "turn its back" on one street or the other.

(g) Exterior Design

- No Building shall be constructed on a Lot unless it is of a type commonly known as Traditional, Traditional/California, Cape Cod or Country, Adobe, West Coast, Contemporary, Bold California or Salt Box. All of the Buildings constructed on any one Lot must be of the same type. Spanish, Southern Colonial, Victorian or French Provincial will not be permitted.
- The appearance of any Building facing a public street or roadway must be interesting and well appointed.
- Extensive detailing with brick, granite, stone or similar material is encouraged and exteriors which appear to be plain and lacking in appropriate detailing, in the opinion of the Design Consultant, will not be permitted. Glass block may be permitted on front elevations.

- No House may be constructed on a Lot unless the main entrance to the House is visible from the driveway and the main entrance contains an interesting design element.
- Soffits over main entrances and other large soffit areas must be finished with wooden tight-joint "V" groove or similar type soffits. Soffits of aluminum or vinyl are permitted in smaller, less obvious areas. Detailing of all soffits is encouraged.

6.0 **GENERAL REQUIREMENTS**

- 6.1 No House shall be occupied by any person unless and until that House, including the exterior, is substantially finished and an occupancy permit or permission to occupy has been issued by the City.
- 6.2 No Owner or occupier of any Lot shall cause, commit, suffer, authorize or permit any act of nuisance to originate or emanate from his or her Lot.
- 6.3 There shall not be stored, kept nor permitted to be kept or stored on any Lot or on any public roadway or street adjoining any Lot, any junk or wrecked or partially wrecked motor vehicles, or any salvage materials, or goods intended for commercial use or sale, nor shall any waste or refuse be kept or stored on any Lot.
- 6.4 None of the Lots nor any improvement on a Lot shall be put to any commercial, industrial, trade, business, or public or private utility use and, without restricting the generality of the foregoing, none of them shall be used as an apartment house, boarding house, rooming house, "bed and breakfast" accommodation, hotel, beer parlor, store, restaurant, shop or place of trade or business unless and until such use is permitted by applicable requirements of the City and is approved in writing by the Developer who shall give such approval only where in its sole and absolute discretion such use is deemed not to be a detriment to any of the Lots.
- 6.5 No debris, dirt, building material, crates, packing cases, contractor's sheds, equipment or other unsightly objects or material shall be placed on any street nor on any property adjoining any Lot nor allowed to remain on any Lot otherwise than during such time as construction work is actually in progress on such Lot, and no excavation shall be made unless necessary in connection with the erection of an approved Building.
- 6.6 No mobile home, construction equipment, industrial trucks or industrial trailers shall be placed, maintained or occupied on any Lot. No trailer, boat, camper, travel trailer, truck and camper, or recreation vehicle shall be parked or stored on any Lot unless the vehicle is discretely placed so as not to bother neighbours.

- 6.7 No construction and excavation wastes, overburden soil or other substances deleterious to aquatic life form, or used in connection with, any Lot shall be disposed of in such a manner as to permit their entry in any watercourse, ravine, or storm sewer disposal system.
- 6.8 The owner of a Lot shall not:
- construct, maintain, replace or repair any Buildings and Landscaping on the Owner's Lot except in compliance with the requirements of this Building Scheme;
  - allow a Building to fall into a state of disrepair, reasonable wear and tear excepted;
  - allow a Building which has been partially or totally destroyed by fire, earthquake or otherwise to remain in such state for more than three (3) months from the time of such destruction;
  - allow the Landscaping on any Lot to become unsightly or unkept.
- 6.9 No Building shall be constructed on any designated corner Lot or highly visible Lot unless constructed in compliance with the restrictions contained in this Building Scheme as modified, amended, or enlarged by the Design Consultant from time to time for such Lots.
- 6.10 The Design Consultant shall have the right to grant special approvals on House designs for specific Lots which do not comply with some of the provisions set out in this Building Scheme if, in the opinion of the Design Consultant, the design is architecturally acceptable and generally in accordance with the intent of this Building Scheme and upon any such special approvals being given, the provisions of this Building Scheme shall be deemed to be modified, amended or enlarged to allow for such special approvals on such specific Lots.
- 6.11 No grading, excavation, construction, or other work shall be carried out upon a Lot which would interfere with, or alter in any way, the natural or established drainage systems of the Lot or adjoining Lots.
- 6.12 No grading, excavation, construction, or other work shall be carried out upon a Lot which would undermine the slope stability of any roadway base unless appropriate temporary and/or permanent earth retention is constructed by the Owner to the satisfaction of the Developer, in its sole discretion.

- 6.13 This Building Scheme constitutes a charge on the Lots which shall run with and bind all of the Lots.
- 6.14 If any provision or provisions herein contained shall be found by any court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void then such provision or provisions shall be deleted herefrom and the provisions hereof shall be deleted herefrom and the provisions hereof shall be construed as though such provision or provisions so deleted were never herein contained.
- 6.15 This Building Scheme constitutes a charge on the Lots which shall run with and bind all of the Lots and every part thereof, and render the Owners, each purchaser, lessee, sublessee and occupant of any one of the Lots or any part thereof and each occupant of any one of the Lots or any part thereof subject to the restrictions herein set out and confers on them the benefits herein set out.
- 6.16 The rights and powers of the Developer or the Design Consultant or any other person or entity designated by the Developer as the Design Consultant under this Building Scheme shall expire and be at an end on December 31, 2025. Thereafter, a majority of the Owners shall for all purposes have all the rights and powers of the Design Consultant and the Developer.

Exhibit "E"

Land Use Covenant

(Section 233)  
Province of  
British Columbia

**GENERAL INSTRUMENT – PART I** (This Area for Land Title Use Only)

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

**Allison Oswald**, Legal Secretary  
ROSBOROUGH & COMPANY  
33832 South Fraser Way  
Abbotsford, B.C. V2S 2C5  
859-7171 (Client No. 010429)  
File No. BGD Holdings Co. Ltd. A5-4003

  
\_\_\_\_\_  
Signature of Agent  
**Allison Oswald**

2. Parcel Identifier(s) and Legal Description(s) of Land:  
(PID) (Legal Description)

**See Schedule**

3. Nature of Interest:

Description Document Reference Person Entitled to Interest  
(page and paragraph)

**See Schedule**

4. Terms: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms \_\_\_\_\_ D.F. No. \_\_\_\_\_
- (b) Express Charge Terms XX Annexed as Part 2
- (c) Release \_\_\_\_\_ There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.  
If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. Transferor(s): \*

**See Schedule**

6. Transferee(s): (including postal address(es) and postal code(s) and occupation(s):

**See Schedule**

7. Additional or Modified Terms: \* n/a

8. Execution(s):\*\* This instrument creates, assigns, modifies, enlarges, discharges 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.

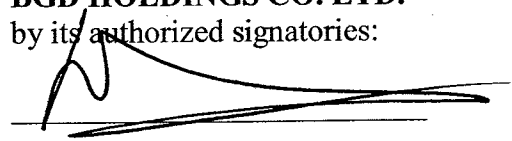
Officer Signature(s)

  
\_\_\_\_\_  
**MICHAEL BURKE**  
33832 South Fraser Way,  
Abbotsford, B.C.  
V2S 2C5  
Barrister & Solicitor

**Execution Date**

Y	M	D
6	9	9

SIGNATURE(S)  
**BGD HOLDINGS CO. LTD.**  
by its authorized signatories:

  
\_\_\_\_\_  
**DAVID R. MILNE**

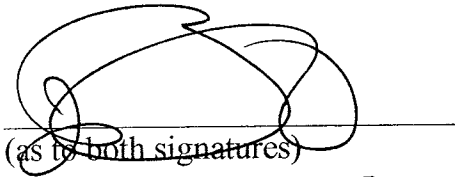
**OFFICER CERTIFICATION:**

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.

\* If space insufficient, enter "SEE SCHEDULE" and attach Schedule in Form E.

\*\*If space insufficient, continue executions on additional page(s) in Form D.

Officer Signature(s)



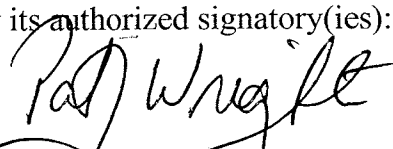
(as to both signatures)  
**MICHAEL DURKE**  
33832 South Fraser Way,  
Abbotsford, B.C.  
V2S 2C5  
Barrister & Solicitor

**Execution Date**

Y	M	D
6	9	1

Transferee(s) Signature(s)

**PROSPERA CREDIT UNION**  
by its authorized signatory(ies):



**Patrick J. Wright**  
Manager - Commercial Banking



**DENNY GONCALVES**  
Commercial Account Manager

**OFFICER'S 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.

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

2. Parcel Identifier(s) and Legal Description(s) of Land:\*

<b>PID: 026-674-602</b>	<b>Lot 8 District Lot 3921 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-611</b>	<b>Lot 9 District Lot 3921 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-629</b>	<b>Lot 10 District Lot 3921 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-661</b>	<b>Lot 14 District Lot 3921 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-670</b>	<b>Lot 15 District Lot 3921 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-688</b>	<b>Lot 16 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-696</b>	<b>Lot 17 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-700</b>	<b>Lot 18 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-718</b>	<b>Lot 19 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-726</b>	<b>Lot 20 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-734</b>	<b>Lot 21 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-742</b>	<b>Lot 22 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-751</b>	<b>Lot 23 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-777</b>	<b>Lot 25 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-785</b>	<b>Lot 26 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-793</b>	<b>Lot 27 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-807</b>	<b>Lot 28 District Lot 3921 &amp; 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-823</b>	<b>Lot 30 District Lot 3921 &amp; 3922 Group 1 NWD Plan BCP23871</b>

3. Nature of Interest:\*

Description	Document Reference (page & paragraph)	Person Entitled to Interest
<b>Section 219 Covenant</b>	<b>Pages 4 to 8</b>	<b>Transferee</b>
<b>Priority Consent granting Section 219 Covenant No. <u>BA 321592</u> priority over Mortgage No. CA204047 &amp; Assignment of Rents No. CA204048</b>	<b>Page 9</b>	<b>Transferee</b>

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Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

5. Transferor(s):\*

**BGD HOLDINGS CO. LTD.** (Incorporation No. 667224) of 9701, 201<sup>st</sup> Street, Langley,  
B.C., V1M 3E7  
**PROSPERA CREDIT UNION** (Priority Consent)

6. Transferee(s): (including postal address(es) and postal codes(s) and occupations(s):\*

**SUNSHINE COAST REGIONAL DISTRICT** of 1975 Field Road, Sechelt, B.C., V0N 3A1

PART 2 - TERMS OF INSTRUMENT

**RESTRICTIVE COVENANT**

(Section 219 of the *Land Title Act*)

THIS AGREEMENT dated 11 day of September, 2006

BETWEEN:

**BGD HOLDINGS CO. LTD.** (Incorporation No. 667224) of 9701, 201<sup>st</sup>  
Street, Langley, B.C., V1M 3E7

(hereinafter called the "Transferor")

AND:

**SUNSHINE COAST REGIONAL DISTRICT** of 1975 Field Road,  
Sechelt, B.C., V0N 3A1

(hereinafter called the "Regional District")

WHEREAS:

- A. The Transferor is the registered owner in fee-simple of the following lands in the Province of British Columbia, North Shore – Squamish Valley Assessment Area, Pender Harbour Fire Protection District more particularly described as:

<b>PID: 026-674-602</b>	<b>Lot 8 District Lot 3921 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-611</b>	<b>Lot 9 District Lot 3921 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-629</b>	<b>Lot 10 District Lot 3921 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-661</b>	<b>Lot 14 District Lot 3921 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-670</b>	<b>Lot 15 District Lot 3921 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-688</b>	<b>Lot 16 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-696</b>	<b>Lot 17 District Lot 3922 Group 1 NWD Plan BCP23871</b>
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<b>PID: 026-674-726</b>	<b>Lot 20 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-734</b>	<b>Lot 21 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-742</b>	<b>Lot 22 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-751</b>	<b>Lot 23 District Lot 3922 Group 1 NWD Plan BCP23871</b>
<b>PID: 026-674-777</b>	<b>Lot 25 District Lot 3922 Group 1 NWD Plan BCP23871</b>

**PID: 026-674-785    Lot 26 District Lot 3922 Group 1 NWD Plan BCP23871**  
**PID: 026-674-793    Lot 27 District Lot 3922 Group 1 NWD Plan BCP23871**  
**PID: 026-674-807    Lot 28 District Lot 3921 & 3922 Group 1 NWD Plan BCP23871**  
**PID: 026-674-823    Lot 30 District Lot 3921 & 3922 Group 1 NWD Plan BCP23871**

(hereinafter referred to as the “Lands”);

- B. Section 219 of the *Land Title Act* provides that there may be registered as a charge against the title to any land a covenant in favour of the Regional District that the land is to be used in a particular manner in accordance with the covenant;
- C. In connection with the Sunshine Coast Regional District assuming responsibility for the water and waste water infrastructure that services these Lands, the Transferor wishes to voluntarily grant this Section 219 Covenant to restrict the use and development of the Lands.

NOW THEREFORE THIS COVENANT WITNESSES and in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada and other good and valuable consideration paid by the Regional District to the Transferor (the receipt and sufficiency of which is acknowledged) the Transferor does hereby covenant and agree with the Regional District under Section 219 of the *Land Title Act* of the Province of British Columbia as follows:

#### **TRANSFEROR COVENANTS**

1. The Transferor, on behalf of itself and its heirs, successors and assigns, hereby covenants and agrees as hereinafter set out with the Regional District, as a covenant in favour of the Regional District pursuant to Section 219 of the *Land Title Act*, it being the intention and agreement of the Transferor that the provisions hereof be annexed to and run with and be a charge upon the Lands as hereinafter set out and that the Lands shall not be developed or used except as hereinafter set out.
2. The Transferor further covenants and agrees that it shall not use or build on the Lands, or any lots comprising the Lands, otherwise than in accordance with the following:
  - (i) Each lot comprising the Lands shall be used only for the purpose of one single family dwelling;
  - (ii) There shall be no more than one habitable dwelling on each lot comprising the Lands. For the purpose of this clause “habitable dwelling” shall include any structure, building, manufactured home or trailer which can be utilized in whole or in part for human occupation.

- (iii) The Regional District may at its discretion, remove this covenant and allow the permitted uses under the appropriate zoning bylaw for the Lands or any lot comprising the Lands when the Regional District, in its discretion, has determined that adequate water and sewer servicing is available to the Lands.

#### GENERAL

3. The Transferor and the Regional District agree that the enforcement of this Agreement shall be entirely within the discretion of the Regional District and that the execution and registration of this covenant against the title to the Lands shall not be interpreted as creating any duty on the part of the Regional District to the Transferor or to any other person to enforce any provision or the breach of any provision of this Agreement.
4. Nothing contained or implied herein shall prejudice or affect the rights and powers of the Regional District in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Transferor.
5. The Transferor hereby releases and forever discharges the Regional District, its officers and employees, agents and elected officials from any claims, causes of action, suits, demands, losses, expenses, costs and legal fees whatsoever which the Transferor can or may have against the Regional District for any loss or damage or injury that the Transferor may sustain or suffer arising out of this Agreement or enforcement of same.
6. The Transferor covenants and agrees to indemnify and save harmless the Regional District, its officers and employees, agents and elected officials from any and all claims, causes of action, suits, demands, losses, expenses, costs and legal fees whatsoever, howsoever or whenever arising, brought by any person that arises out of the granting of this Agreement or the enforcement of same.
7. It is mutually understood, acknowledged and agreed by the parties hereto that the Regional District has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Transferor other than those contained in this Agreement.
8. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
9. The Transferor shall pay the legal fees of the Regional District in connection with the preparation and registration of this Agreement.
10. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions

herein before set out and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Lands.

11. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall be registered in the Lower Mainland Land Title Office pursuant to Section 219 of the *Land Title Act* as covenants in favor of the Regional District with priority over all financial charges against the title to the Lands.
12. This Agreement shall enure to the benefit of the Regional District and shall be binding upon the Transferor, his heirs, administrators, executors, successors and assigns.
13. Wherever the expressions "Transferor" and "Regional District" are used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context of the parties so require and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

**CONSENT AND PRIORITY AGREEMENT**

WHEREAS Prospera Credit Union (the "Chargeholder") is the holder of the following charges encumbering the following lands:

**Charge**

Mortgage No. CA204047  
& Assignment of Rents No.  
CA204048

(the "Charges")

**Lands**

Lots 8, 9, 10, 14, 15, 16, 17, 18, 19, 20, 21,  
22, 23, 25, 26, 27, 28 & 30 Group 1  
NWD Plan BCP 23871

(the "Lands")

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) paid to the Chargeholder by the Sunshine Coast Regional District (the "Transferee") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Chargeholder hereby agrees as follows:

1. The Chargeholder hereby consents to the granting and registration of the attached Section 219 Covenant (the "Covenant") and the Chargeholder hereby agrees that all of the covenants therein granted shall be binding upon its interest in and to the Lands.
2. The Chargeholder hereby grants to the Transferee priority over the Chargeholder's right, title and interest in and to the Lands and the Chargeholder does hereby postpone the Charges and all of its right, title and interest thereunder to the Covenant as if the Covenant had been executed, delivered and registered prior to the execution, delivery and registration of the Charges and prior to the advance of any money pursuant to the Charges.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the Form C above which form is part hereof.

**END OF DOCUMENT**