

# Compliance with Building Scheme

## WedgeWoods

### Intent

To ensure the quality of investment that you have made at WedgeWoods there has been instituted by the project developers a Building Scheme. This Building Scheme has been registered as a covenant against the title of each lot to ensure that all homes satisfy the requirements of the Building Scheme.

Within the Building Scheme, a copy of which has been attached, there are two sections briefly described as:

Schedule of Restrictions - this section restricts any owner applying for a development approval and/or a building permit or commence construction unless and until the designated Approving Agent has approved detailed plans and specification and prohibits house trailers, recreational vehicles etc unless within a building or adequately screened.

Schedule A - Architectural Guidelines - this section sets out in layman's terms the concerns which must be dealt with in the plans specifications which are submitted to the Approving Agent for approval.. While in some cases these concerns are subjective it should be noted that in many instances there are specific standards that must be met.

In addition to the Building Scheme we have also included a copy of the registered Development Land Covenant. If you go to Appendix A - Firesmart and Sustainable Design Guidelines – starting on page 13 you will see this section sets out in more detail a number of specific obligations that your consultants must include within the scope of their work. It should be noted that this section is not subjective in nature and when applicable to your home there must be strict compliance.

Finally we have also included a Firesmart and Sustainability Design Checklist which needs to be filled out and a copy provided to us as well as the Building Department.

### Process

To assist you with the process under the Building Scheme we would make the following recommendations:

1. Prior to the start of your design process ensure that your consultants have reviewed the Building Scheme and have discussed with you the obligation contained within the Building Scheme. Feel free to have your consultants make contact with the Approving Agent if they have any questions or lack clarity with the terms of the Building Scheme.
2. We would encourage that prior to moving into the final design stage your consultants take the opportunity to review the conceptual designs with the Approving Agent in order to identify possible conflicts and ensure that the final review will be a smooth exercise.

3. As it is a condition of the Building Scheme that prior to application to the SLRD for a Development or Building Permit the Applicant will have received written approval of the plans and specifications from the Approving Agent we would suggest that it is prudent to factor the time line required to meet the obligations of the Building Scheme in addition to the time line required for processing of a permit from the SLRD.

4. When detailed plans and specifications are completed a package should be forwarded to the Approving Agent for review. This package should include:

- architectural plans and specifications
- site and landscaping plan
- exterior building material samples and colour board
- a completed Firesmart and Sustainable Design Checklist – see attached
- any other materials which might better assist the Approving Agent in it's review (collectively the “Package”)

Upon receipt of a full and complete review package by the Approving Agent every effort will be made to turn around the review process within a two to three week period however it should be noted that an incomplete package may result in delays with approvals which will impact the ability of the Owner to proceed with Building Permit applications.

## Fees and Charges

WedgeWoods has negotiated a set fee with the Approving Agent and any assisting consultants (collectively the “Consultants”) for the review by each of them of the Package provided by the purchaser of a strata lot from 28165 Yukon Inc. within one year of that purchase. The set fees will be paid by 28165 Yukon directly to the Consultants.

If as a result of up to reviews by the Consultants or any one or more of them it is determined that the Package still does not meet the requirements of the Building Scheme then all fees or other costs for any subsequent reviews or input from the Consultants shall be paid by the purchaser in advance of the subsequent review or input.

The owner of a strata lot who has not purchased from 28165 Yukon or who has not submitted a Package to the consultants within one year of purchase of a strata lot from 28165 Yukon will be solely responsible for all fees payable to the Consultants.

## Contacts

The review process by the Approving Agent under the Building Scheme may also involve input from a Co-ordinating Architect and a Landscape Architect, both acting on behalf of the Approving Agent. Contact for the parties is as follows

Approving Agent

877103 B.C. Ltd.  
5403 Buckingham Ave.,  
Burnaby, B.C., V5E 1Z9

Attention: David Ehrhardt  
dehrhardt@telus.net  
604 644 1111

## Fire Smart and Sustainability Design Checklist

Ref*	Guidelines	Compliant for Permit	Compliant after Construction	N/A
SUSTAINABLE DESIGN GUIDELINES				
1	QEP Monitored			
2	QEP onsite during construction			
3	Environmental Management Report			
3a	Wildlife survey prior to clearing			
3b	Bird survey completed in spring			
3c	Active nests protected			
3d	Buffer for birds of prey			
3e	Management plan for blue listed species			
4	Natural vegetation undisturbed			
5	Vegetation retained in riparian areas			
6	Fence constructed to protect riparian areas			
FIRE SMART GUIDELINES				
7	Creation of Zones			
7a	Zone One is fuel reduced			
7b	Zone Two ground fuel removed or fire break			
8	Roofing conforms to fire resistance rating			
9	Siding materials are fire resistant			
10	Fire places, wood stoves and furnaces have spark arrestors			
11	Eaves, attics, vents screened			
12	Windows and glazing are double panned or tempered			
STORMWATER MANAGEMENT				
13	Rain gardens and ponds retain stormwater			
SITE AND LANDSCAPING				
14	Topsoil reused on site			
15	No circular driveway			
16	Existing vegetation protected by a fence			
17	Only drought tolerant, pest resistant or native vegetation used in landscaping			
18	Outdoor lighting fixtures minimize light pollution			
19	Mulch on all landscaped areas			
ENERGY EFFICIENCY				
20	Energuide rating over 80 or R-2000 certification			

Ref*	Guidelines	Compliant for Permit	Compliant after Construction	N/A
21	Electronic ignition for gas fireplace and solid fuel devices CSA or EPA compliant			
22	Heating equipment is Energy Star certified			
23	Hot tubs have two or more energy saving features			
24	Central air conditioning systems have two or more energy saving features			
25	70% of all lighting fixtures have Energy Star CFL's or other energy efficient lamps			
WATER CONSERVATION				
26	Energy Star certified products for water-consuming appliances and shower-heads			
27	Irrigation system includes two or more energy saving features			
28	Dual flush toilets installed			
INDOOR ENVIRONMENT				
29	75% of paints meet low or zero VOC standards			
30	75% of floor coverings made with specified low emission materials			
31	All air filters achieve a minimum of MERV 4 standard			
WASTE MANAGEMENT				
32	2 square metres of space for collecting recyclable household waste			
33	No in-sink garbage disposal units			
OTHER				
	Residential sprinklers installed			

I certify the accuracy and completeness of the above information:

Upon Initial Submission

Upon Completion of Construction

\_\_\_\_\_  
Owner or Owner's Representative

\_\_\_\_\_  
Owner or Owner's Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LAND TITLE ACT  
FORM 35  
(SECTION 220)  
DECLARATION OF BUILDING SCHEME**

NATURE OF INTEREST: CHARGE: HEREWITH FEE OF \$5

Building Scheme

FULL NAME, ADDRESS,  
TELEPHONE NUMBER OF PERSON  
PRESENTING APPLICATION:

Lynn Ramsay Q.C.  
Barrister & Solicitor  
Miller Thomson LLP  
1000-840 Howe Street  
Vancouver, B.C. V6Z 2M1 (687-2242)

File No 54355.0010

LTO Client No 010437

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Lynn Ramsay Q.C.

ADDRESS OF PERSON ENTITLED TO APPLY TO  
REGISTER THIS BUILDING SCHEME:  
28165 Yukon Inc. (Incorporation No. 57097A), of  
5403 Buckingham Avenue, Burnaby, B.C. V5E 1Z9  
("Yukon")

28165 Yukon Inc. (Incorporation No. 57097A) hereby declares that:

We are the registered owner in fee simple of the following lands (collectively, the "Lots" and individually, a "Lot"):

Strata	Lots	13	to	36
District	Lot	2247,		Group 1,
New	Westminster			District,
Strata Plan BCS	3916			

We hereby create a building scheme relating to the Lots.

A sale of any of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.

The restrictions shall be for the benefit of the Lots, provided however, that we reserve the right to exempt any Lot remaining undisposed of by us from all or any of the restrictions and benefits.

Officer Signatures

Execution Date

Transferor(s) Signatures

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Y	M	D

**28165 YUKON INC.**, by its  
authorized signatory:

---

Name:

**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.

## CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDER

We, **MOUNTAIN ADVENTURE LTD.** (a corporation incorporated under the laws of Netherlands) having an office at P.O. Box N-7788, 4 West Bay Street, Nassau, Bahamas, the holder 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):

Officer Signatures

Execution Date

Transferor(s) Signatures

\_\_\_\_\_

Y	M	D

**MOUNTAIN ADVENTURE LTD.**, by  
its                      authorized                      signatory:

\_\_\_\_\_

As to Mortgage BB1186415 and  
Assignment of Rents BB1186416

(as to execution by Mountain Adventure  
Ltd.)

### 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 OF RESTRICTIONS

1. For the purpose hereof and for the schedules attached hereto, the following words and phrases will have the following meanings:

“Approving Agent” means 877103 B.C. Ltd.

“Architectural Design Guidelines” means architectural design guidelines for the Lots as described on Schedule A; “Co-ordinating Architect” means a registered architect appointed and retained by the Approving Agent;

“Improvement” means any building or structure (including landscaping) constructed or installed on the Lands;

“Landscaping Architect” means a registered landscape architect appointed and retained by the Approving Agent;

“Owners” means the persons registered in the Land Title Office from time to time as the owners of the Lots;

“Plans and Specifications” means the plans and specifications described in Subsection 2(a) and approved by the Approving Agent in accordance with the provisions of this building scheme;

“Regional District” means Squamish-Lillooet Regional District, presently located at 1350 Aster Street, Pemberton, B.C., V0N 2L0, or other local government or agency thereof having jurisdiction;

“SLRD” means the Squamish-Lillooet Regional District.

No person will apply for development approval or building permit with respect to a Lot, or commence construction or installation of any Improvements on a Lot (including site clearing or other site preparation, excavation, construction or landscaping) without first:

providing the Approving Agent with reasonably detailed plans and specifications of the Improvements (including a landscape plan) and such further and other plans, specifications, samples or other materials as the Approving Agent may reasonably require;

receiving written approval of the Plans and Specifications from the Co-ordinating Architect;

receiving written approval of the landscape plans related to the Improvements and comprising part of the Plans and Specifications from the Landscape Architect; and

receiving the written approval of the Plans and Specifications by the Approving Agent.

The approval of the Approving Agent of any Plans and Specifications will not be unreasonably withheld or delayed if the Plans and Specifications meet the requirements of the Architectural Design Guidelines and the application for such approval complies with all the requirements herein. To determine whether or not any Plans and Specifications meet the requirements of the Architectural Design Guideline and whether the application

complies with all the requirements herein the Approving Agent may consult with a registered professional architect, landscape architect or biologist as appropriate for professional advice on the best way to satisfy the requirements of this building scheme.

After a person commences construction of any Improvements on a Lot upon complying with the requirements set out herein, such person shall not discontinue the construction of such Improvements until the same are completed in all respects in accordance with the requirements set out herein, provided however that such person will not be in breach of his or her obligations in this Section or the Agreement with the Approving Agent referred to in Subsection 1(e) if construction is interrupted by reason of strike, lockout, labour dispute, act of God, inability to obtain labour or materials or both, enemy or hostile action, civil commotion, fire or other casualty provided that such person takes steps as are available to it to minimize the effect of such occurrence and diligently recommences construction after each such occurrence.

Following the approval of the Plans and Specification, no construction of Improvements will be commenced or carried out on the Lots except:

in accordance with the Plans and Specifications; and

in compliance with the Architectural Design Guidelines.

The Approving Agent or a designated representative of the Approving Agent may at any time, without notice during regular business hours, enter onto the Lots for the purpose of determining compliance with and enforcing the provisions of this statutory building scheme.

No Lot shall be used except in compliance with the following restrictions:

no house trailer, travel trailer, mobile home camper, recreational vehicle or similar vehicle or structure designed for or capable of providing overnight accommodations, by whatever name called, no unlicensed vehicles and no commercial trucks, boats or machinery are permitted to be located, kept or stored on any Lot except within enclosed roofed buildings or garages or an area with adequate screening approved by the Approving Agent;

no temporary structures, trailers or residences shall be permitted on any Lot except for use during a period of construction, which period shall not exceed one (1) year, without the approval of the Approving Agent.

The provisions hereof will be in addition to, but not in substitution for, any generally applicable laws, ordinances, rules, regulations and orders of the governmental authorities applicable to the Lots.

If any provision or provisions herein contained are found by any Court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void, then such provision or provisions will be considered severed from this statutory building scheme and the rest of the statutory building scheme will be unaffected by such provision or provisions.

No person who is the Owner of any Lot will be liable for a breach of any of the provisions hereof if such breach arises after such person ceased to be the Owner of such Lot.

The provisions hereof will run with and bind all of the Lands and every portion thereof and render the Owner, each purchaser, lessee, sub-lessee and occupant of any Lot or any portion thereof subject to the restrictions herein set out and confer on them the benefits herein set out.

This building scheme will expire 25 years after the date of its registration in the Land Title Office or on notice from the Approving Agent that the Lands have completed initial build-out, whichever is later, and thereafter the provisions hereof will be of no force and effect.

**SCHEDULE A**  
**ARCHITECTURAL DESIGN GUIDE LINES**  
**WEDGE WOODS SINGLE FAMILY LOTS**

**MASSING AND FORM**

Building massing should have the appearance of being contained. Design techniques should include a variety of roof lines, stepping the building both vertically and horizontally, letting the site influence the building form, scale and character. Variation in roof lines will encourage vaulted ceilings to provide higher interior ceilings within the context of the building theme

Building form must respond to the natural constraints of the Lot. The development must also consider the safe storage of snow without impeding the accessibility to the dwelling on the Lot.

**NO REPETITION OF BUILDING DESIGN**

No building design can be repeated within a three lot radius.

**DRIVEWAYS AND GARAGES**

Driveways and garages should not form the main element facing the street and must minimize environmental impact. All driveways must comply with Regional District grade requirements.

**ROOFS**

Architectural form of the roof is very important in establishing the building character and snow management. A unified composition of sloped roofs is preferred. Snow shedding should be calculated to ensure protection of pedestrian and vehicular ways, flat areas and impact onto other roof components and decks.

Roof pitch should generally not be more than 12V:12H.

Roof types that are not permitted include mansard, false mansard, and domed roofs.

Roof overhangs are encouraged because they protect walls, doors and windows from snow and rain.

Roofing materials should complement the treed nature of the site and therefore high quality wood shingles or shakes or similar appearing products are preferred. Composite slate and architectural shingle materials will be considered if they maintain the stability and aesthetic integrity and three dimensional character. Standard asphalt shingles will not be acceptable. Metal roofs may be considered but only in earth tone or natural colours and the profile and seam pattern must be acceptable to the Approving Agent.

Architectural roof appurtenances such as dormers, clerestories, skylights, chimneys, gables and eave details can create an enhanced roofscape and interesting interior spaces. Their placement is encouraged but should be used in a manner so that confusion and excessive decoration is avoided.

Ornamental roof appurtenances such as finials, scroll work on the ridge or purely decorative turrets are not permitted.

Mechanical roof appurtenances including snow diverters, vents and flashing should be prefinished in a colour to match the roofing material and must be strong enough to sustain snow build-up and shedding.

Large roof overhangs with deep fascia boards are encouraged.

Solar collectors must lie flat on the roof and not be located in areas visible from the street or other public places.

## **CHIMNEYS**

Chimneys must blend with the house and roof materials. Metal, or wood or facsimile wood finished chimneys are not encouraged.

A direct wall vent for a gas fireplace should be screened from public view or blend into the building face and be treated in such a way to avoid discolouration of the wall in which it is placed.

All chimneys must have spark arrestors made of metal, painted to match the roof colour and of sufficient size to screen individual flues. Chimneys should be located near the ridge of the roof wherever possible to protect them from snow damage.

## **BUILDING WALLS**

The lower portion of walls up to 4.0 ft should be protected from extreme weather, snow build-up and staining and should therefore be constructed of a durable material, including but not limited to, river rock, stone, concrete block with a stucco finish, or concrete treated in a finish such as sand blasted or bush hammered. Aluminium or vinyl are not permitted.

Upper wall materials should relate to the building mass and convey a sense of well-crafted construction for a residential home in an alpine setting. An urban or industrial vocabulary is not encouraged.

Acceptable upper wall materials are:

- stone or river rock
- wood shingles
- wood siding
- board and batten

peeled or shaped logs  
architectural concrete  
traditional stucco  
  
composite concrete wood claddings

Upper wall materials which are not acceptable are:

brick or ceramic tile  
vinyl or aluminium siding  
stained or painted plywood  
simulated stone or brick  
asphalt or hardboard siding

Walls should be strongly articulated with recesses, balconies and bay windows to avoid large areas of unbroken wall.

Window glazing may be clear or solar tinted, stained, etched or frosted. Solid coloured glass or reflective glazing is not permitted.

Exterior doors should be solid core wood or insulated metal painted to complement the house. Exterior doors should be shielded from shedding snow, wind and rain either through structural elements or in combination with landscape materials.

If a garage is proposed, garage doors should be wood sectional, stained or painted or insulated metal doors painted to complement the building. Manufacturer's white garage doors are not supported, unless they compliment the overall building design. Garage entries should be well articulated (recessed, columns, etc.) To reduce their visual impact but also to create a visual connection to the house. Garage doors that are angled to face the side yard rather than the street are preferred to prevent the garage from dominating the streetscape.

Open carports are not permitted.

## **COLOUR SCHEMES**

All colour schemes must be approved by the Approving Agent. A colour board and samples must be submitted for review before a colour scheme can be approved.

No more than three colour shades should be used on a building (not including the colour of the roofing material).

Proposed colour schemes should harmonize with the natural setting of the SLRD and Whistler and complement surrounding buildings. Acceptable wood siding colour applications include paint and solid or semi-transparent stains. Peeled or shaped logs may be finished with varnish, clear or semi-transparent stains.

Rich colours may be used to highlight building features such as doors, exterior window casings and trim, fascia boards, soffits, shutters and railings. Neighbouring properties should be considered when using strong, deep colours as accents.

## **GRADING AND DRAINAGE**

All regrading, tree removal, revegetation and other site disturbance shall be shown on the site grading plan which must be approved by the Approving Agent before any site work is initiated.

All regrading shall be contained within the lot and feathered wherever possible into the natural topography to maximize retention of trees and existing vegetation.

Cuts and fills shall be minimized to avoid undue disturbance of natural vegetation.

Retaining structures for homes and parking areas shall not exceed a height of 5.0 ft (1.5 m) and constructed of rock or concrete with a rock veneer. Retained driveway areas should include planting between the structure and the parking area so that these areas remain partially hidden.

The slope of cuts or fills must be determined by the soil materials to ensure stability and encourage revegetation. Rock cuts may be vertical if approved by a geotechnical engineer.

All drainage should be returned to the natural drainage areas or the storm ditch system as required by the SLRD. No drainage may be permitted to flow to an adjacent lot unless specifically required to ensure the health of existing vegetation.

To reduce the amount of site disturbance parking platforms for downward sloping lots are encouraged rather than using fill to achieve grades, where existing vegetation is mature.

## **DRIVEWAYS PARKING AND WALKWAYS**

To minimize impact on the Lot the Location for Driveways has been predetermined. Any change to the location of the driveway must receive prior approval from the Approving Agent.

Driveway width at the curb should not be more than 13 ft (4.0 m) wherever possible in order to reduce the impact of hard surfaces at the street, reduce rock cut and promote tree retention.

Not less than one parking stall shall be contained within an attached or detached garage. Additional open parking stalls may be considered depending on site constraints.

Driveway materials should be stamped asphalt or concrete, concrete with exposed aggregate finish or interlocking pavers. Asphalt drives are also acceptable, however when asphalt is utilized the use of architectural borders is encouraged.

Walkway materials should be stamped concrete, stone or interlocking pavers.

## **LANDSCAPING**

The streetscape is intended to take on a mature, attractive appearance which will mature gracefully, therefore the area between the curb and the front plane of the house shall be considered predominantly as a natural revegetation zone using mostly indigenous plant species and limiting formal planting only as an accent. The planting plan shall however also be cognizant of limitations imposed by servicing corridors and not unduly encourage bear intrusion by providing fruit bearing plants or excessive protective cover.

All utilities and otherwise obtrusive structures, including retaining walls, should be suitably screened wherever possible from public view. Such screening should project a natural character.

Walls and/or fences are not permitted as pure delineators or property lines, however they may be permitted to provide privacy to certain activity areas. Where walls and/or fences follow a property line they should not disturb any vegetation screening with adjacent lots. Walls and/or fences should follow the contours of the land wherever possible.

Walls and/or fences should be built of natural stone or wood and may not exceed a height of 6 ft (1.8 m) above the natural grade of the Lot.

No walls and/or fences other than small scale landscape elements are permitted between the front property line and the front plane of the principal dwelling.

Exterior and landscape lighting should be kept to a minimum, be diffused, shielded, directional and concealed from neighbouring lots and the street. Fixtures must reflect the theme of the community and be made of iron, copper or wood. Shiny brass or chrome finishes are not encouraged.

The landscape plan shall be implemented and approved by the Approving Agent within one growing season of the substantial completion of the house.

Entrance gates must be located at least 5 meters within the property line of the Lot. Entrance gates, structures and archways should be architecturally sensitive to the common property and should be comprised of materials such as iron, stone and/or wood.

The landscape plan must detail any existing trees, shrubs, or vegetation which will be removed or relocated and confirm that such removal is in compliance with the requirements of any registered restrictive covenants. If the removal of the trees, shrubs or vegetation will enhance or preserve views or view corridors it will be permitted so long as it does not materially negatively reduce the privacy between adjacent dwellings.

## **SNOW MANAGEMENT**



Snow must be retained or shed in locations and in a manner which will not endanger the structure or its occupants. Entrances, vehicular and pedestrian routes must be fully protected.

Balconies should preferably be covered or recessed into the building and snow shedding from one roof to another should be avoided. Eave troughs are vulnerable to damage from snow and ice and are therefore not recommended. Aluminium, vinyl or resin eave troughs are not permitted. Snow storage areas must be provided for driveways and pathways.

Adequate roof ventilation is required and the "cold roof" construction concept is recommended.

### **ANTENNAS AND SATELLITE DISHES**

Satellite dishes or antennas should be hidden or placed in the least visible, functional site. Dishes should be painted the colour of the background material in front of which they are mounted. Satellite dishes exceeding three feet in diameter (or the size of the smallest fully functional HD antenna available) will be permitted only if they are shielded from view.

### **DOG KENNELS**

The location of and materials used for enclosed dog runs and/or kennels must be approved by the Approving Agent.

### **WATER METERS**

As a condition of service each water service to a home shall have a water meter capable of remote reading installed in the general location of the main shutoff within the residence. The type and specifications of the meter will be specified by the provider of the water service under the CPCN for the WedgeWoods subdivision.

LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

May-03-2016 15:35:08.001

CA5158365 CA5158366

PAGE 1 OF 20 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Lynn Isabel  
Ramsay  
WLIBDR

Digitally signed by Lynn Isabel  
Ramsay WLIBDR  
DN: c=CA, cn=Lynn Isabel Ramsay  
WLIBDR, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=WLIBDR  
Date: 2016.05.03 15:16:20 -07'00'

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

Lynn Ramsay, Q.C., Miller Thomson LLP  
1000, 840 Howe Street

604.687.2242 28165 / 15732755 & 14989809  
Client No. 010437 File No: 54355.0007  
See CA4972432 for Certificate of Good Standing

Vancouver BC V6Z 2M1  
Document Fees: \$143.16

Deduct LTSA Fees? Yes ☒

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

**027-752-330 LOT A DISTRICT LOT 2247 GROUP 1 NEW WESTMINSTER DISTRICT PLAN  
BCP39086 EXCEPT PHASE ONE STRATA PLAN BCS3916**

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**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 Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

**SEE SCHEDULE**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

**SQUAMISH-LILLOOET REGIONAL DISTRICT**

P.O. BOX 219, 1350 ASTER STREET

PEMBERTON

V0N 2L0

BRITISH COLUMBIA

CANADA

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)

Lynn Ramsay, Q.C.

Barrister & Solicitor

1000, 840 Howe Street

Vancouver, B.C. V6Z 2M1

604.687.2242

Execution Date		
Y	M	D
16	03	31

Transferor(s) Signature(s)

28165 YUKON INC., by its  
authorized signatory(ies):

Name: David Ehrhardt

Name:

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.

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LAND TITLE ACT  
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Covenant contained in this Instrument priority over Mortgage BB1186415 and Assignment of Rents BB1186416

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 4 OF 20 PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**5. TRANSFEROR(S):**

28165 YUKON INC. (Inc. No. 57097A) of 5403 Buckingham Avenue, Burnaby, B.C. V5E 1Z9 (as to Covenant) and MOUNTAIN ADVENTURE LTD. (a corporation incorporated under the laws of Commonwealth of the Bahamas) having an office at Lyford Cay House, P.O. Box N-7785, Nassau, Bahamas (as to Priority)

**TERMS OF INSTRUMENT – PART 2**

**DEVELOPMENT LANDS SECTION 219 COVENANT**

THIS AGREEMENT dated for reference March 15, 2016

BETWEEN

**28165 YUKON INC.**, 5439 Buckingham Avenue, Burnaby,  
British Columbia, V5E 1Z9

(the "Grantor");

AND

**SQUAMISH-LILLOOET REGIONAL DISTRICT**, P.O.  
Box 219, 1350 Aster Street, Pemberton, British Columbia,  
VON 2LO

(the "Grantee").

WITNESSES THAT WHEREAS:

A. The Grantor is the registered owner of the land in the Squamish-Lillooet Regional District legally described as:

PID: 027-752-330  
Lot A District Lot 2247, Group 1,  
New Westminster District Plan BCP39086 Except Phase One Strata Plan BC53916

(the "Lands"); and

B. The Grantor has applied for a rezoning of the Lands further to "Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, Amendment Bylaw 1442-2015" ("Zoning Amendment Bylaw") in order to permit a clustered development of up to 108 residential dwellings and acknowledging that it is in the public interest that the development and use of the Lands be restricted in accordance with section 219 of the *Land Title Act*, as amended, the Grantor wishes to grant this Covenant and indemnity.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to section 219 of the *Land Title Act*, and in consideration of the premises and the sum of one dollar (\$1.00), now paid by the Grantee to the Grantor (the receipt and sufficiency whereof is hereby acknowledged), the Grantor covenants and agrees with the Grantee as follows:

**Definitions**

1. In this Agreement:

- (a) "Parcel", for the purposes of this section 1, has the same meaning as in the *Land Title Act* but if the Lands are subdivided under the *Strata Property Act*, "parcel" does not include "common property" as defined in that Act;

- (b) "Qualified Environmental Professional" or "QEP" means an applied scientist or technologist, acting alone or together with another qualified environmental professional, if the individual is registered and in good standing in British Columbia with an appropriate professional organization constituted under an Act, is acting under that association's code of ethics and subject to disciplinary action by that association, and the individual is acting within that individual's area of expertise;
- (c) Unless otherwise stated, the definitions of the Grantee's Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, as amended, shall apply to the interpretation of this Agreement.

**Development Only in Accordance with Covenant**

- 2. Notwithstanding greater or broader uses, density or other regulations in the Grantee's Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, as amended, the Grantor covenants and agrees that the Lands shall not be subdivided, developed, built upon, or used except in accordance with the following:
  - (a) Lot A may not be subdivided to create more than 96 parcels;
  - (b) a building on a parcel may only be used for the uses permitted in subsections 16.1(l)(a), (b), (c), (d) and (e) of the CD GRE Zone as identified in the Zoning Amendment Bylaw, if the parcel is serviced:
    - (i) by an advanced wastewater treatment plant (including membrane extended aeration activated sludge system, generally as described in the Novatec Consultants Inc. report entitled "Environmental Impact Study — Green River Estates Wastewater Treatment and Disposal" dated February 2006, that is built to a sufficient capacity to serve the parcels, at the Grantor's sole cost), or by the Resort Municipality of Whistler's waste water treatment plant, and all sewage-generating buildings on that parcel must be connected to either treatment plant (for certainty, septic systems are not permitted);
    - (ii) by a well-based source of potable water; and
    - (iii) with access, by way of highway or common property access route, or a combination thereof to Highway 99;
  - (c) The floor area for a principal dwelling shall be determined on the basis of the parcel area times 0.2 but:
    - (i) for a parcel of less than 0.4 hectares the maximum floor area shall be 430 square meters;

- (ii) for a parcel of more than 0.4 hectares but less than 0.6 hectares the maximum floor area shall be 550 square meters; and
- (iii) for a parcel of more than 0.6 hectares the maximum floor area shall be 650 square meters.

being calculated on the basis generally applicable within the Regional District as set out in the Grantee's Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, as amended;

- (d) all building and construction shall comply with parts 1 through 30 of the Fire Smart and Sustainable Design Guidelines attached as Appendix A to this Covenant;
- (e) the installation of fire suppression sprinklers is mandatory in all principal residential buildings;
- (f) with respect to environmental monitoring and reporting:
  - (i) a QEP shall be on site during initial site preparation and construction work carried out by the developer, and during all other phases of construction as deemed appropriate by the QEP;
  - (ii) site preparation and construction works shall be monitored by a QEP;
  - (iii) the QEP shall submit an environmental monitoring report to the Planning Department of the Squamish-Lillooet Regional District at the conclusion of the works verifying that the following guidelines have been met:
    - (A) prior to land clearing a plant and wildlife survey shall be conducted by a QEP of the areas to be cleared or impacted by clearing, to identify the location of active bird nests, important wildlife trees, and the presence of rare and endangered plant and animal species;
    - (B) where land clearing activity is proposed between April 1st and July 31st a QEP shall conduct a bird nest survey within seven days of the proposed clearing;
    - (C) in accordance section 34 of the *Wildlife Act* - which states that a bird or its egg, or the occupied nest of a bird or its egg, may not be destroyed - active nests shall be protected by a suitable buffer, as recommended by the QEP;
- (g) notwithstanding section 1.1(f)(iii)(C) the nest of an eagle, peregrine falcon, gyrfalcon, osprey, heron or burrowing owl shall be provided with a 50 meter buffer of undisturbed vegetation whether occupied or not;



- (h) existing topsoil shall be collected, stored and reused on the Lands;
- (i) with respect to stormwater management:
  - (i) no stormwater management facility may be constructed in a manner that allows drainage water collected on a roadway to flow directly into a naturally occurring waterbody, except with respect to bridges and approaches within 20 metres thereof;
  - (ii) runoff from roadways shall be controlled by using permeable paving or diverting runoff to ditches, grassed swales, dry wells, constructed wetlands, or dry ponds;
  - (iii) the construction of curbs and gutters is prohibited, except where a curb is required to control erosion;
- (j) all utility kiosks, garbage and recycling containers or dumpsters shall be located and stored in an enclosed area to the rear or side of a principal building and fully screened from view by a fence, wall or landscaping; and
- (k) upon the first sale of each parcel created on the Lands, the purchaser shall be provided with a comprehensive owner's manual, including guidelines for minimizing human-wildlife conflicts, decreasing fire hazard, and conserving energy and water.

#### **Fire Smart and Sustainable Guidelines Supplement**

- 3. The parties acknowledge that the Grantor is intended to be primarily responsible for enforcement of clause 1.1(d) through the provisions of a statutory building scheme, and this covenant is intended to secure those obligations in the public interest: therefore, the Grantor covenants and agrees:
  - (a) not to amend any Statutory Building Scheme registered against title to the Lands, as those schemes relate to this Agreement, without the prior written consent of the Grantee; and
  - (b) when it submits an application for a building permit, to include with that application, for information purposes, the written information, plans and drawings provided to and the analysis and response given by the Approving Agent under the Statutory Building Scheme to the proposed construction that is the subject of the building permit application.
- 4. For certainty, the Grantor and Grantee agree that:
  - (a) the provisions of the Guidelines of clause 1.1(d) that refer to clearance of vegetation for "Fire smart" reasons do not apply to Riparian Areas, as defined in Covenant registered on the title to the Lands under BB1225301;

- (b) the expiry of the statutory building scheme does not preclude continued application of the Guidelines and enforcement under this Agreement.

#### **No Blocking of Certain Roads and Access Routes**

- 5. The Grantee covenants and agrees that the roads and common property access routes on the Lands identified in Statutory Right of Way registered on the title to the Lands under BB1225298 shall not be blocked with gates, bollards or any other type of obstruction, natural or man-made, and shall at all times remain accessible to and passable by members of the public.

#### **Geotechnical Matters**

- 6. The Grantor acknowledges that the portions of the Lands described on the plan attached as Appendix B to this Covenant entitled "Geotechnical and Flood Hazard" dated September 2007 may be subject to hazards, as identified in the Trow Associates Inc. reports dated December 2004 updated September 12, 2007, and the Grantor therefore covenants and agrees that a property owner may not build upon any portion of the Lands so identified until the property owner:
  - (a) has provided the Grantee's building official with a report certified by a qualified professional that the land may be safely used for the intended use; and
  - (b) enters into a covenant under section 56(5) of the *Community Charter* or successor legislation, if so required under that section.

#### **No Effect On Laws or Powers**

- 7. This Agreement does not:
  - (a) affect or limit the discretion, rights, duties or powers of the Grantee under any enactment or at common law, including in relation to the use or subdivision of the Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Grantor;
  - (b) impose on the Grantee any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement or the breach of any provision in this Agreement;
  - (c) affect or limit any enactment relating to the use or subdivision of the Lands;
  - (d) relieve the Grantor from complying with any enactment, including in relation to the use or subdivision of the Lands; and

- (e) impose any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the Grantee with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity.

#### **Limitation on Grantor's Obligations & Withholding of Approvals**

- 8. The Grantor is only liable for breaches of this Agreement that occur while the Grantor is registered owner of the Lands. If, following subdivision of the Lands, an owner or occupier of one parcel breaches this Agreement, that violation will not impact the owner or occupier of another parcel's ability to build on another parcel. However, the owner or occupier of each parcel acknowledges and agrees that if this Agreement has been breached with respect to its own parcel or by that owner or occupier, the Grantee may withhold building permits or occupancy certificates for that owner or occupier's parcel until such breach is remedied to the reasonable satisfaction of the Grantee. Further, if this Agreement has been breached with respect to the common area shown on a strata plan registered in respect of the Lands, the Grantee may withhold building permits or occupancy certificates for that common property until such breach is remedied to the reasonable satisfaction of the Grantee, provided however that such withholding does not authorize the withholding of any building permit or occupancy certificate for a strata lot.

#### **No Liability in Tort**

- 9. The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a deed. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and the law pertaining to deeds under seal.

#### **Covenant Runs With the Lands**

- 10. Unless it is otherwise expressly provided in this Agreement, every obligation and covenant of the Grantor in this Agreement constitutes a personal covenant and also a covenant granted under section 219 of the *Land Title Act* (British Columbia) in respect of the Lands. This Agreement burdens the Lands and runs with it and binds the successors in title to the Lands. This Agreement burdens and charges all of the Lands and any parcel into which it is subdivided by any means and any parcel into which the Lands are consolidated by any means.

### **Further Acts**

11. The Grantor must do everything reasonably necessary to give affect to the intent of this Agreement, including execution of further instruments. Without limiting the generality of the foregoing, the Grantor agrees to do everything necessary at the Grantor's expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens and encumbrances registered or pending registration in the Land Title Office at the time of application for registration of this Agreement. The Grantee will, following the registration of the Nature Conservation and Utility Area Section 219 Covenant against title to the Lands and a subdivision that creates a separate title for the Covenant Area referred to in the Nature Conservation and Utility Area Section 219 Covenant, execute a registrable discharge of this Development Lands Section 219 Covenant from the portion of the Lands west of Highway 99.

### **Indemnity and Release**

12. The Grantor shall indemnify and keep indemnified the Grantee from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever, whether based in law or equity, whether known or unknown, which anyone has or may have against the Grantee or which the Grantee incurs as a result of any loss, damage or injury, including economic loss or deprivation, arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement (including without limiting the foregoing, the restrictions on subdivision, development, building and use and building and maintenance obligations) or any breach by the Grantor of any covenant in this Agreement.
13. The Grantor hereby releases, saves harmless and forever discharges the Grantee of and from any claim, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever which the Grantor can or may have against the Grantee, whether based in law or equity, whether known or unknown, for any loss, damage, or injury, including economic loss or deprivation, that the Grantor may sustain or suffer arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement (including without limiting the foregoing, the restrictions on subdivision, development, building and use and building and maintenance obligations) or any breach by the Grantor of any covenant in this Agreement.

### **Waiver**

14. An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

### **Severance**

15. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been

severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

#### **No Other Agreements**

16. This Agreement is the entire agreement between the parties regarding its subject. It is mutually understood, acknowledged and agreed by the parties hereto that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.

#### **Binding of Successors**

17. Any reference in this Agreement to the Grantee is a reference also to its elected and appointed officials, officers and employees with respect to rights granted herein.
18. This Agreement binds the parties to it and their respective assigns, successors, heirs, executors and administrators.
19. If the jurisdictional boundary of the Resort Municipality of Whistler expands to include the Lands, any reference in this Agreement to the Grantee shall be deemed to mean the Resort Municipality of Whistler.

#### **Amendment**

20. This Agreement may be discharged, amended, terminated or otherwise affected only by an instrument duly executed by all parties to this Agreement.

#### **Deed and Contract**

21. By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

#### **Execution Using Forms C and D**

22. As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part I of the *Land Title Act* Forms C and D to which this Agreement is attached and which form part of this Agreement.

## **APPENDIX A - FIRE SMART AND SUSTAINABLE DESIGN GUIDELINES**

### **Sustainable Design Guidelines**

1. Natural vegetation shall not be removed except where required by section 4 (the Fire Smart Guidelines) or for construction that is authorized by the Squamish-Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, as amended.
2. Despite section 4, all vegetation shall be retained within riparian areas, which are defined as those lands within thirty meters from the high water mark of the Green River and Wedgemount Creek and fifteen meters from the high water mark of the unnamed tributaries A & B, except where required for trails and roads described in Squamish Lillooet Regional District Electoral Area C Zoning Bylaw No. 765, 2002, as amended.
3. The construction of a fence is required, to delineate the outer boundary of the riparian areas that extends 30 meters from the natural boundary of each of the Green River and Wedgemount Creek, and 15 meters from the natural boundary of each of the two ephemeral tributaries marked on the Green River Estates Site Layout, except where:
  - (a) there is a railway track or trail either along the outer boundary of the riparian area, or between the outer boundary of the riparian area and the water;
  - (b) there is an embankment of 45° or more that is ten meters or more in height either along the outer boundary of the riparian area, or between the outer boundary of the riparian area and the water; or
  - (c) the land immediately adjacent to the riparian area remains in its natural state.

For greater certainty, the land immediately adjacent to the riparian area is not in its natural state if it has been modified under the section 4 of the Fire Smart Guidelines.

### **Fire Smart Guidelines**

4. Outside of riparian areas, the development of lands may only occur in a manner that creates two separate zones surrounding any buildings or improvements as follows:
  - (a) Zone One - the first ten metres surrounding any building shall be a fuel reduced buffer by:
    - (i) utilizing deciduous shrubs, lawn, or hard surface such as concrete or stone; or other less combustible landscape materials;

- (ii) removing any accumulation (15 cm or more) of woody debris, needles, or leaves, and other combustible materials such as wood piles;
    - (iii) removing mature conifer trees, or, where retained conifer trees shall be thinned to at least three metres between crowns (tips of branches of adjacent trees); with no limbs within three metres of buildings, including balconies, decks, eaves or projections;
  - (b) Zone Two - the area from ten metres out to thirty metres from any building wall will allow for retention of natural vegetation provided that ground fuels are removed, and clusters of trees shall be permitted if a hard surface, lawn, area of low vegetation (one meter high or less), or other suitable fire break surrounds those clusters.
5. Roofing shall conform to Class A, B, or C fire resistance rating as defined in the BC Building Code.
  6. Siding materials shall make extensive use (70% of total exterior surface area) of fire resistant materials such as stucco and other cement-based products, metal siding, brick, or heavy timber and minimize the use of wood siding products.
  7. Fire places, wood stoves and furnaces shall be installed with spark arrestors.
  8. Eaves, attics, vents and underfloor openings shall be screened to prevent the accumulation of combustible materials and the entry of burning embers.
  9. Windows and glazing shall be double paned or tempered.

### **Stormwater Management**

10. Rain gardens, swales, or ponds shall be constructed to retain stormwater runoff on the parcel to the same extent as the preconstruction runoff retention conditions of the parcel.

### **Site and Landscaping**

11. Existing topsoil shall be collected, stored and reused on site.
12. Circular driveways are prohibited.
13. Those portions of the parcel where trees and vegetation are to be retained shall be protected with temporary fencing or flagging during site preparation, excavation and construction.
14. Only drought tolerant, pest resistant, or native vegetation, as certified by the consulting landscape architect may be used in landscaping.
15. All outdoor lighting fixtures and standards shall be designed and installed to minimize extraneous light propagation ("light pollution").

16. All landscaped areas shall include a mulch layer.

### **Energy Efficiency**

17. All developments will achieve an EnerGuide rating of 80 or meet the R-2000 certification standard.
18. All gas fireplaces shall be equipped with electronic ignition only and solid fuel devices shall be CSA or EPA compliant.
19. Only Energy Star certified products shall be employed for furnaces, boiler equipment, and domestic hot water heating.
20. Hot tubs shall include two or more energy saving features, such as: an insulated cover; a layered shell for increased insulation; automatic shut off of jets, pumps and lights; an ozone water cleaning system; a warm air induction system; and low-wattage pumps.
21. Where a central air conditioning system is installed, the system shall include two or more energy saving features, such as: large coils for more efficient heat transfer; variable speed blower and fan motors; multiple compressors; programmable thermostats; a filter maintenance indicator light; and dynamic occupancy detectors.
22. Lighting fixtures shall be installed with Energy Star qualified compact florescent light bulbs or other energy efficient lamps for at least 70% of all lighting fixtures installed.

### **Water Conservation**

23. Only Energy Star certified products will be used for water-consuming appliances and shower-heads.
24. Where an irrigation system is installed the system shall include two or more energy saving features, such as: automatic valves to control the flow of water to different areas of landscaping; a controller with multiple independent programs; rain shut-off device; diagnostic circuitry to notify the homeowner when the station is shorted or a power failure has occurred; battery back-up; drip or bubbler irrigation; and low flow- sprinkler heads.
25. Only dual flush toilets with a maximum volume of six litres per flush may be installed.

### **Indoor Environment**

26. Seventy-five percent of all paints and adhesives shall meet low or zero VOC standards.
27. Seventy-five percent of all floor coverings and interior panel products shall be made of linoleum, ceramic, cork, rubber, hardwood flooring, stone, woven wool



or woven plant fibre carpets, wood products manufactured with low formaldehyde emission adhesives, drywall, or other low emission materials.

28. All air filters for ventilation supply air and furnaces shall achieve a minimum MERV 4 filtration standard.

### **Waste Management**

29. In every new dwelling provision will be made for a 2 m<sup>2</sup> space for collecting and separating recyclable household waste.
30. In-sink garbage disposal units are not permitted in a dwelling.

### **Optional Features**

31. Protection of plants and wildlife:
  - (a) restoring native flora to an area equivalent to the building footprint, on or off-site;
  - (b) installing vegetated ("green") roof areas.
32. Energy efficiency:
  - (a) designing buildings to optimize passive solar heating through means such as building orientation and form, window design and use of thermal mass;
  - (b) designing buildings to induce airflow for ventilation and cooling by making use of building orientation, layout, and opening design;
  - (c) installing solar energy devices, or designating a roof and wall area for solar energy devices and installing conduit and pipe connections;
  - (d) using high performance heat pump technology for space and water heating;
  - (e) installing controls for a continuous ventilation system that is capable of responding to occupancy;
  - (f) installing a grey water heat recovery unit in drains;
  - (g) installing motion detectors on outdoor lights;
  - (h) not installing a stand-alone air conditioning system;
  - (i) reducing a buildings energy demand by decreasing the total floor area;
  - (j) constructing an enclosed foyer that separates the main interior space of the building from exterior doors.

33. Water conservation:

- (a) installing a system for collection, storage, and reuse of precipitation for a purpose such as irrigation;
- (b) installing a grey water reuse system, or a system to separate the toilet and kitchen drains from all other drains to the point of exit for incorporation in a future grey water reuse system;
- (c) installing water meters in a location that facilitates water consumption awareness by occupants;
- (d) not installing an irrigation system;
- (e) installing a composting toilet.

34. Indoor environment:

- (a) installing energy and heat recovery ventilators with supply ducted to all occupied rooms and exhaust from all wet rooms;
- (b) installing air filters for ventilation supply air and furnaces with a minimum MERV 6 filtration standard;
- (c) installing hard surface or resilient floor coverings;
- (d) isolating attached garages from dwellings with a fan depressurization system;
- (e) installing a carbon monoxide alarm.

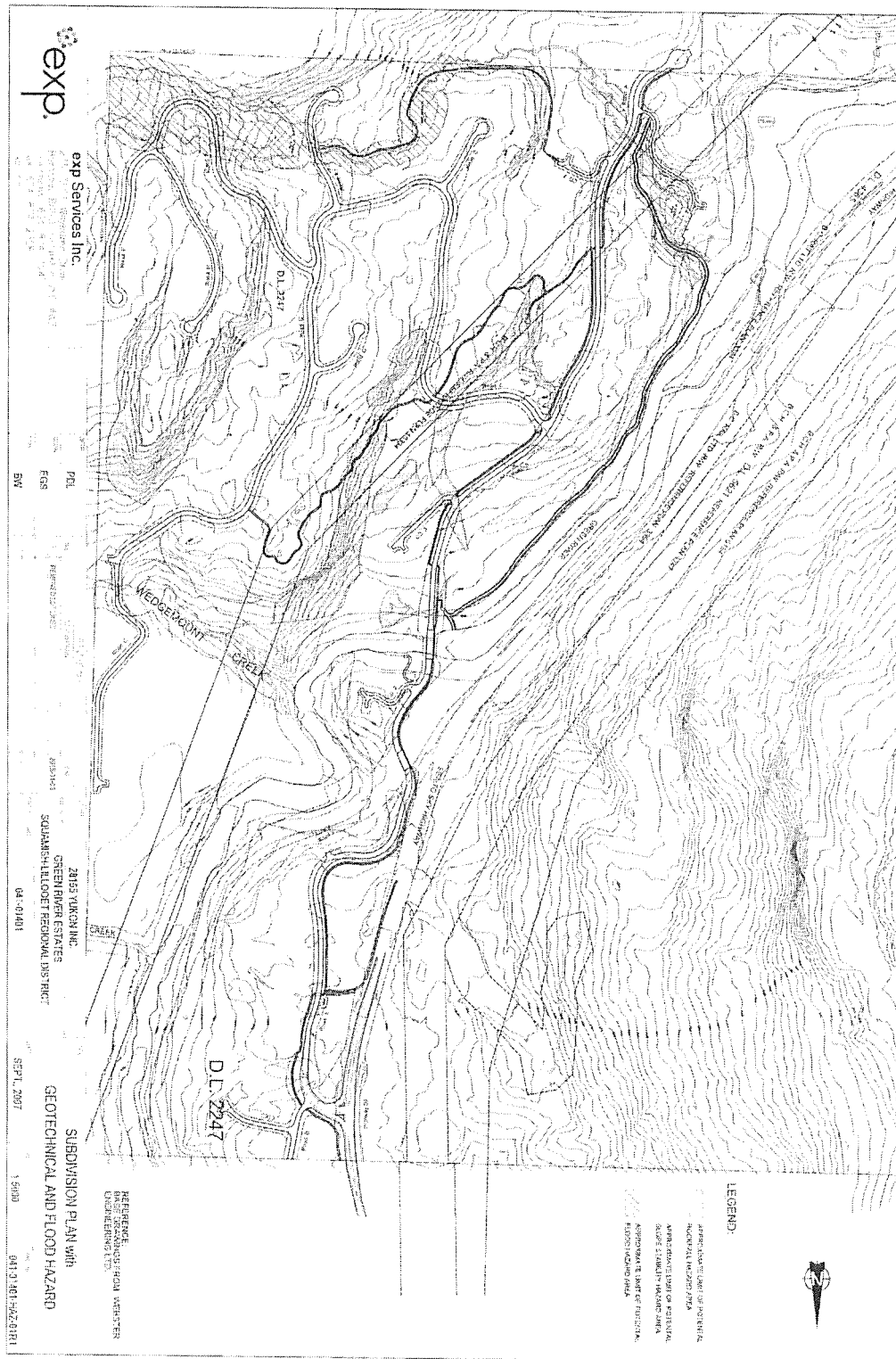
35. Materials:

- (a) using salvaged materials for structural or finishing element;
- (b) using materials that meet recycled content standards;
- (c) using material made from plant fibre with less than a ten year rotation, such as straw or bamboo;
- (d) using materials or systems produced in BC;
- (e) applying CMHC's Flex Housing or Convertible Housing concepts to housing design to produce homes that are adaptable, expandable and accessible;
- (f) using wood certified by the Forest Stewardship Council;
- (g) reducing materials used by decreasing the total floor area.

36. Waste management:

- (a) where a cooling system or heat pump is employed, using only refrigerants that are chlorine free with zero ozone depletion potential;
- (b) providing a bear-proof household composting system sized for each dwelling.

# APPENDIX B



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## **Consent and Priority Agreement**

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For \$1.00 and other good and valuable consideration, MOUNTAIN ADVENTURE LTD., the registered holder of the following financial charges registered in the Vancouver/New Westminster Land Title Office:

Mortgage BB1186415  
Assignment of Rents BB1186416

("Security")

against title to the Lands charged by the within charges, for themselves and their successors and assigns, hereby consent to the granting and registration of the within charges and grants priority to the within charges over the Security and their rights, title and interest in and to the Lands charged by the within charge in the same manner and to the same effect as if the within charges had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargee has executed the Land Title Form C which is attached hereto and forms part of this Agreement.

**END OF DOCUMENT**