## KAMLOOPS LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA FORM 17 CHARGE, NOTATION OR FILING Dec-31-2018 10:16:04.001

CA7273860

PAGE 1 OF 10 PAGES

LAND TITLE AND SURVEY AUTHORITY Your electronic signature is a representation by you that: · you are a subscriber; and Digitally signed by Mark Mark Victor · you have incorporated your electronic signature into Victor Lewis UQBS3Z " this electronic application, and Lewis UQBS3Z Date: 2018.12.31 • the imaged copy of each supporting document attached to this electronic application, 10:09:01 -08'00' and have done so in accordance with Sections 168.3 and 168.41(4) of the Land Title Act, RSBC 1996, C.250. Your electronic signature is a declaration by you under Section 168.41 of the Land Title Act in respect of each supporting document required in conjunction with this electronic application that: • the supporting document is identified in the imaged copy of it attached to this electronic application; · the original of the supporting document is in your possession; and • the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent) **Bennett Jones LLP Barristers and Solicitors** 

Phone: 604-891-7500 (MVL/lmb) 2200 - 1055 West Georgia Street File: 079059-1 Doc: 21517839 Vancouver BC V6E 2E9 Deduct LTSA Fees? Yes Document Fees: \$71.58 PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: [PID] [legal description] SEE SCHEDULE STC? YES 3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO: STATUTORY BUILDING SCHEME ADDITIONAL INFORMATION: NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO: ADDITIONAL INFORMATION:

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

### SUNSTONE RIDGE DEVELOPMENTS LTD.

701 - 1155 ROBSON STREET VANCOUVER

**BRITISH COLUMBIA** 

Incorporation No BC0857673

**V6E 1B5** 

CANADA

#### SCHEDULE

PAGE 2 OF 10 PAGES

Related Plan Number: EPP88381

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID] [LEGAL DESCRIPTION - must fit in a single text line]

NO PID NMBR LOT 1 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 2 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 3 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 4 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 5 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 6 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
NO PID NMBR LOT 7 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

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NO PID NMBR LOT 8 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 10 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 11 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 12 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 13 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 14 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 15 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 16 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 17 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 18 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 19 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 20 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 22 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 23 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 24 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 25 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 26 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 27 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 28 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 29 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 30 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

## LAND TITLE ACT FORM E

#### **SCHEDULE**

PAGE 3 OF 10 PAGES

PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND	Related Plan Number:	<b>EPP88381</b>
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STC for each PID listed below? YES

[PID]

[LEGAL DESCRIPTION - must fit in a single text line]

NO PID NMBR LOT 31 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
NO PID NMBR LOT 32 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
NO PID NMBR LOT 33 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
NO PID NMBR LOT 34 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
NO PID NMBR LOT 35 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
NO PID NMBR LOT 36 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
NO PID NMBR LOT 37 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
NO PID NMBR LOT 38 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

NO PID NMBR LOT 39 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381

#### LAND TITLE ACT

## FORM 35

(Section 220(1))

## DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE:

BUILDING SCHEME AND PRIORITY OF BUILDING SCHEME OVER MORTGAGE NO. CA2253671 AND ASSIGNMENT OF RENTS NO. CA2253672

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				797	

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

SUNSTONE RIDGE DEVELOPMENTS LTD. (Incorporation No. BC0857673), of 701 - 1155 Robson Street, Vancouver, British Columbia, V6E 1B5

Full name, address, telephone number of person presenting application: MARK V. LEWIS, Bennett Jones LLP, 2200 – 1055 West Hastings Street, Vancouver, British Columbia, V6E 2E9 604-891-5180

(File No. 079059.1)

SIGNATURE OF SOLICITOR

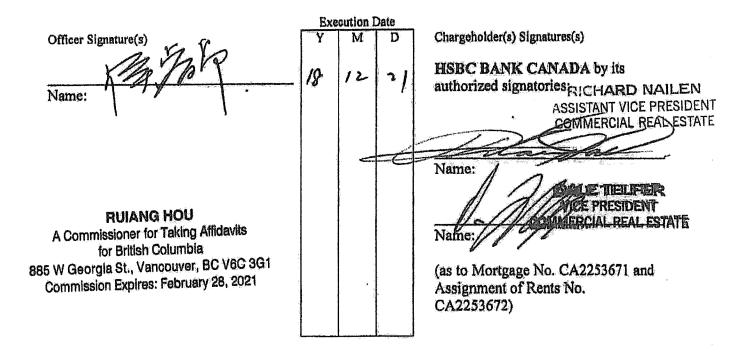
We, SUNSTONE RIDGE DEVELOPMENTS LTD. (Incorporation No. BC0857673), a company incorporated under the laws of British Columbia under No. BC0857673, having an office at 704 – 1155 Robson Street, Vancouver, British Columbia, V6E 1B5, declare that:

- 1. We are the registered owner in fee simple of the following land (herein called the "Lots"):
  - No Parcel Identifier Number Lots 1-39, District Lot 211, Lillooet District Plan EPP88381
- 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 attached or annexed hereto.
- The restrictions shall be for the benefit of all the Lots.

**Execution Date** Officer Signature(s) M Party(ies) Signature(s) 12 19 18 SUNSTONE RIDGE **DEVELOPMENTS LTD.** by its Mark V. Lewis authorized signatory: Barrister and Solicitor 2200 - 1055 West Hastings Street Vancouver, BC V6E 2E9 Nyal Wilcox

## CONSENT AND PRIORITY AGREEMENT OF CHARGEHOLDER

We, HSBC BANK CANADA, a Canadian chartered bank having a branch office and postal address at 885 West Georgia Street, Vancouver, British Columbia, V6C 3G1, the holder of Mortgage No. CA2253671 and Assignment of Rents No. CA2253672, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our charges.



## NOTE:

- 1. The consent and grant of priority of chargeholders 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 CERTIFICATION:

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

# SCHEDULE OF RESTRICTIONS SUNSTONE PEMBERTON

- 1. Unless specifically permitted in writing by the Administrator (as hereinafter defined), no person will commence any improvements of any sort (collectively or individually herein referred to as "Improvements"), including without limitation, any:
  - (a) excavation or removal of any fill, trees or ground cover;
  - (b) application for development approval or a building permit;
  - (c) construction of any buildings or other improvements of whatsoever nature; or
  - (d) landscape treatment,

on any of the Lots without first:

- submitting such plans and specifications for the Improvements (the "Plans and Specifications") to the Administrator, or an approving agent designated by the Administrator from time to time (the "Designate"), for the prior written approval by the Administrator (or Designate);
- (ii) submitting the name of a qualified building contractor pre-approved by and included on a list of building contractors provided by the Administrator to be engaged as the principal builder of the Improvements (the "Building Contractor") to the Administrator, for the prior written approval by the Administrator (or Designate) in its sole discretion; and
- (iii) complying with the provisions set out herein and obtaining all approvals contemplated hereunder from the Administrator.

Any Plans and Specifications submitted for approval shall be in a form and content satisfactory to the Administrator (or the Designate). The Administrator (or the Designate) shall receive and consider the Plans and Specifications in a timely manner and either grant or reject approval of such Plans and Specifications, or make recommendations for alterations of such Plans and Specifications, provided always that the Administrator (or the Designate) shall not act arbitrarily.

- 2. No alterations or modifications to any Improvements shall be made without prior written approval of the Administrator (or the Designate), and the approval criteria and procedures herein and in the design guidelines then in effect shall apply to all such alterations and modifications.
- 3. Without limiting the generality of section 1 or section 2:

- (a) no removal of any trees, foliage, ground-cover or other natural features will be carried out at any time on the Lots except as approved by the Administrator;
- (b) no structure of a temporary character, including mobile homes, recreational vehicles (RVs), camper trailers, tents, shacks or other outbuildings shall be used for residential purposes on a Lot; and
- (c) no construction trailers, field offices or the like may be brought onto a Lot without the prior written approval of the Administrator (or the Designate), which approval maybe withheld at the discretion of the Administrator (or the Designate). If so approved, temporary structures shall be located only in a location approved by the Administrator (or the Designate) and shall be removed within fifteen (15) days after completion of construction of the Improvements on the Lot on which the structure is located.
- 4. (a) 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 approved Plans and Specifications.
  - (b) No owner of a Lot shall fail to substantially complete the construction of the Improvements as to their external appearance, including finished painting, and exterior landscaping, all in accordance with the approved Plans and Specifications, within the 18 month period after such owner obtains a building permit from the Village of Pemberton for the Improvements, unless the Administrator (or the Designate), in its sole discretion, provides its prior written approval for an alternative schedule for the completion of the Improvements.
  - (c) No owner will cause or permit any Improvements on his or her Lot to deteriorate or become unsightly or incompatible with the general character of the neighbourhood in which the Lot is situated, whether as a result of lack of regular and reasonable upkeep, maintenance and repair, or for any other reason whatsoever.
  - (d) No visible billboard, placard, advertising or signage of any kind will be permitted within a Lot except for approved signage. All signage shall be approved by the Administrator (or the Designate), in its sole discretion, prior to the installation of such signage, and upon delivery of proof of compliance with applicable laws.
  - (e) Notwithstanding subsections 4(a) and (c), a person will not be in breach of the restrictions therein if such 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, and fire or other casualty provided that such person takes such steps as are available to it to minimize the effect of such occurrences and diligently recommences construction after each such occurrence.
- 5. Following approval of the Plans and Specifications, no construction of Improvements will be commenced or carried out on the Lots:

- (a) except in accordance with the approved Plans and Specifications;
- (b) other than by the Building Contractor approved by the Administrator (or Designate), employees of such Building Contractor, or subcontractors engaged by the Building Contractor, to construct Improvements on the Lot; and
- (c) except in compliance with all applicable laws, ordinances, rules, regulations or orders of the Province of British Columbia, the Village of Pemberton or any other governmental or municipal authorities having jurisdiction with respect thereto.
- 6. No person carrying out any works upon a Lot shall damage roads, sidewalks, curbs, landscape elements, gas lines, telephone lines, sewers, water lines, electrical distribution equipment or other utilities, nor shall construct Improvements (including, without limitation, driveways and fences) on a Lot that will impede or interfere with access of adjacent Lot owners to any underground services or utilities installed along the property line of two or more Lots.
- 7. In this Schedule of Restrictions, "Administrator" means:
  - (a) Sunstone Ridge Development Ltd. ("SRD"); or
  - (b) an assignee from time to time of SRD's rights and functions hereunder;

who shall have, and is hereby granted, the authority but not the obligation to enforce these restrictions on behalf of any Lot owner in such owner's name but at the Administrator's sole expense.

- 8. No owner will permit any damaged Improvements to remain in their damaged state unless the owner is pursuing with all due diligence reasonable steps to either repair the damaged Improvements to their pre-damaged condition or to completely remove the damaged Improvements and restore and clean up the Lot in a good and workmanlike manner forthwith after such removal.
- 9. No material alteration to or modification, maintenance or repair of any Improvements will be carried out unless Plans and Specifications are submitted to and approved by the Administrator in accordance with this Building Scheme and unless the owner of a Lot complies with all other provisions of this Building Scheme in respect thereof as if they were new Improvements.
- 10. The Administrator reserves the right to exempt any Lot remaining undisposed of at the time the exemption takes effect from all or any of the restrictions and benefits herein.
- 11. Any notice, demand or other communication to the Administrator in respect of this Building Scheme will be in writing and may be given to the Administrator at the address first set out above, or such other address as the Administrator may notify the owner in accordance with this section 11. Any notice, demand or other communication to any owner in respect of this Building Scheme will be in writing and may be given to the owner of the Lot at the owner's address shown on title to the Lot according to Land Title

Office records. A written notice, demand or other communication will be deemed to be received (i) when delivered, if delivered by hand, or (ii) five business days after the mailing thereof, if mailed by postage prepaid mail in a post office box in the Province of British Columbia.\

- 12. The provisions of this Building Scheme are in addition to, and not in substitution for, any other applicable laws, bylaws, rules, regulations or orders of any applicable authority and any other contractual requirements or requirement under any encumbrance registered against title to the Lots.
- 13. Any owner of a Lot will have the authority to enforce any provision of this Building Scheme, but under no circumstances will any owner of a Lot, including SRD and the Administrator, have the obligation to enforce any of these restrictions. In addition to any other remedies available at law or in equity, a court of competent jurisdiction may order injunctive relief restraining any breach of any provision of this Building Scheme or mandating the performance of any act or thing in order to cure any breach of any provision of this Building Scheme.
- 14. No owner of a Lot will be liable for any breach of this Building Scheme in respect of any Lot to the extent that such breach arises after such person has ceased to be the owner of the Lot.
- 15. This Building Scheme will run with and bind each of the Lots and each and every portion thereof for the benefit of all of the owners of the Lots and will render each and every owner or occupier of the Lot at any time and from time to time subject to the restrictions hereof.
- 16. If any provision of this Building Scheme is found by a court of competent jurisdiction to be void or unenforceable, such provision will be severed from this Building Scheme and the remaining provisions of this Building Scheme will remain in full force and effect.
- 17. This Building Scheme will expire and be of no further force or effect on the date which is 80 years after the date of the registration hereof in the Land Title Office.

## LAND TITLE ACT FORM DECLARATION

Related Document Number: CA7273860

PAGE 1 OF 4 PAGES

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

Mark Victor Digitally signed by Mark Victor Lewis Lewis UQBS3Z -Date: 2019.01.17 UQBS3Z 09:16:19 -08'00'

- I, Loraine Becher, Real Estate Paralegal, of Bennett Jones LLP, Barristers and Solicitors, Suite 2200 -1055 West Hastings Street, Vancouver, BC V6E 2E9, declare that:
- 1. A Form 17 Charge was submitted for registration on December 31, 2018 under number CA7273860 (the "Statutory Building Scheme").
- 2. I request the Statutory Building Scheme be amended by deleting the Schedule of Restrictions in their entirety and replacing with the attached Schedule of Restrictions.

I make this declaration and know it to be true based on personal information and reasonable belief.

Loraine Becher Commercial Real Estate Paralegal Bennett Jones SLP #2200 - 1055 West Hastings Street Vancouver, BC V6E 2E9

## SCHEDULE OF RESTRICTIONS SUNSTONE PEMBERTON

- 1. Unless specifically permitted in writing by the Administrator (as hereinafter defined), no person will commence or cause to be commenced any improvements or alterations of any sort (collectively or individually herein referred to as "Improvements"), including without limitation, any:
  - (a) excavation or removal of any fill, trees or ground cover;
  - (b) application for development approval or a building permit;
  - (c) construction of any buildings or other improvements of whatsoever nature; or
  - (d) removal of any trees, foliage, ground-cover, other natural features or landscape treatment,

on any of the Lots without first:

- submitting such plans and specifications for the Improvements (the "Plans and Specifications") to the Administrator, or an approving agent designated by the Administrator from time to time (the "Designate"), for the prior written approval by the Administrator (or Designate);
- (ii) submitting the name of a qualified building contractor pre-approved by and included on a list of building contractors provided by the Administrator to be engaged as the principal builder of the Improvements (the "Building Contractor") to the Administrator, for the prior written approval by the Administrator (or Designate) in its sole discretion and contacting only with the Building Contractor; and
- (iii) complying with the Plans and Specifications, and the provisions set out herein and obtaining all approvals contemplated hereunder from the Administrator.

Plans and Specifications submitted for approval shall be in a form and content satisfactory to the Administrator (or the Designate).

- 2. Without limiting the generality of section 1:
  - (a) no structure of a temporary character, including mobile homes, recreational vehicles (RVs), camper trailers, tents, shacks or other outbuildings shall be used for residential purposes on a Lot; and
  - (b) no construction trailers, field offices or the like may be brought onto a Lot without the prior written approval of the Administrator (or the Designate). If so approved, temporary structures shall be located only in a location approved by the Administrator (or the Designate) and shall be removed within fifteen (15) days

- after completion of construction of the Improvements on the Lot on which the structure is located.
- 3. (a) 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 approved Plans and Specifications.
  - (b) No owner of a Lot shall fail to substantially complete the construction of the Improvements as to their external appearance, including finished painting, and exterior landscaping, all in accordance with the approved Plans and Specifications, within the 18 month period after such owner obtains a building permit from the Village of Pemberton for the Improvements.
  - (c) No visible billboard, placard, advertising or signage of any kind will be permitted within a Lot except for approved signage.
  - (d) Notwithstanding subsections 3(a), a person will not be in breach of the restrictions therein if such 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, and fire or other casualty provided that such person takes such steps as are available to it to minimize the effect of such occurrences and diligently recommences construction after each such occurrence.
- 4. No person carrying out any works within a Lot shall damage sidewalks, curbs, landscape elements, gas lines, telephone lines, sewers, water lines, electrical distribution equipment or other utilities situate within a Lot, nor shall construct Improvements (including, without limitation, driveways and fences) on a Lot that will impede or interfere with access of adjacent Lot owners to any underground services or utilities installed along the property line of two or more Lots.
- 5. In this Schedule of Restrictions, "Administrator" means:
  - (a) Sunstone Ridge Development Ltd. ("SRD"); or
  - (b) an assignee from time to time of SRD's rights and functions hereunder.
- 6. No owner will permit any damaged Improvements to remain in their damaged state unless the owner is pursuing with all due diligence reasonable steps to either repair the damaged Improvements to their pre-damaged condition or to completely remove the damaged Improvements and restore and clean up the Lot in a good and workmanlike manner forthwith after such removal.
- 7. No material alteration to or modification, maintenance or repair of any Improvements will be carried out unless Plans and Specifications are submitted to and approved by the Administrator in accordance with this Building Scheme and unless the owner of a Lot complies with all other provisions of this Building Scheme in respect thereof as if they were new Improvements.

- 8. The Administrator reserves the right to exempt any Lot remaining undisposed of at the time the exemption takes effect from all or any of the restrictions and benefits herein.
- 9. If any provision of this Building Scheme is found by a court of competent jurisdiction to be void or unenforceable, such provision will be severed from this Building Scheme and the remaining provisions of this Building Scheme will remain in full force and effect.
- 10. This Building Scheme will expire and be of no further force or effect on the date which is 80 years after the date of the registration hereof in the Land Title Office.