

SECOND AMENDMENT TO DISCLOSURE STATEMENT

(Amending the Disclosure Statement dated September 14, 2017,
as amended by a First Amendment to Disclosure Statement dated July 20, 2018.)

This Second Amendment to Disclosure Statement is dated May 7, 2019.



SUNSTONE RIDGE DEVELOPMENTS LTD.

Address for Service and Business Address

701-1155 Robson Street
Vancouver, B.C.
V6E 1B5

Real Estate Brokerage

Whistler Real Estate Company Ltd.
17-4308 Main Street
Whistler, B.C.
V0N 1B4

The Developer reserves the right to use its own employees to market the subdivision lots being offered for sale pursuant to this Disclosure Statement. Any employees of the Developer who market the offered subdivision lots on behalf of the Developer may not be licensed under the *Real Estate Services Act* (British Columbia) and are not acting on behalf of the purchasers.

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

This Second Amendment to Disclosure Statement amends the Disclosure Statement dated September 14, 2017, as amended by a First Amendment to Disclosure Statement dated July 20, 2018 (together, the "**Disclosure Statement**") with respect to an offering by Sunstone Ridge Developments Ltd. (the "**Developer**") for the sale of certain subdivision lots located in the Village of Pemberton, British Columbia in a development known as "Sunstone Pemberton". All capitalized terms used herein shall have the meanings given to them in the Disclosure Statement, unless expressly defined herein.

The Disclosure Statement is hereby amended as follows:

1. The list of Exhibits (page v) is amended as follows:
 - a) by deleting "Exhibit A-1 – Sketch Plan of the Proposed Subdivision of the Lands";
 - b) by inserting "Exhibit A – Subdivision Plan" prior to "Exhibit B – Form 35 – Declaration of Building Scheme"; and
 - c) by deleting "Exhibit D – Contract of Purchase and Sale".
2. Section 2.1 is amended by deleting the second paragraph and replacing it with the following:

"The Development is being constructed on certain parcels, and portions of parcels, subdivided from the Parent Property as shown outlined in the attached Exhibit "A", which parcels are legally described in section 4.1 below (the "**Lands**"). The Development is comprised of 39 single family residential lots (collectively, the "**Lots**", and individually, a "**Lot**"), as shown in Exhibit "A"."
3. Section 2.3 is amended as follows:
 - a) by deleting the second sentence from the second paragraph and replacing it with the words "The Statutory Building Scheme is registered against title to the Lots.";
 - b) by deleting the fourth paragraph in its entirety and replacing it with the words "The Statutory Building Scheme references a set of design guidelines (the "**Design Guidelines**") which are attached to this Disclosure Statement as Exhibit "C"; and
 - c) by deleting the word "proposed" from the first sentence of the sixth paragraph.
4. Section 3.1 is deleted in its entirety and replaced with the following:

"The Developer has installed water, sanitary sewer and storm sewer services to the lot lines of each Lot. The Developer will install ducts for the provision of hydro, cablevision and telephone services to the lot lines of the Lots, as well as installing curbs, gutters, roads and pathways and landscaping. Hookup to the water and sanitary sewer services and installation of hydro, gas, cablevision and telephone lines through such utilities ducts will be the responsibility of each Lot owner. All underground services, facilities and equipment required in connection with the provision of utilities and other services to the Lots will be owned by the applicable service providers.

The following utilities, or the duct work required for such utilities, and services have, or will be, installed to the Lot line of each Lot, as set forth herein:

 - (a) Water: The Development will be serviced with water from the Village and a water connection has been provided to each Lot line. The owner of each Lot will be responsible for any connection fees payable to the Village.

- (b) Electricity: The Development will be serviced with electricity by British Columbia Hydro and Power Authority ("**BC Hydro**") and electrical services will be installed to each Lot. Each Lot will be separately metered for electricity. The owner of each Lot will be responsible for any fees for turning on or off such electricity service.
- (c) Sewerage: Sanitary sewers and facilities for storm water conveyance have been installed at the cost of the Developer in accordance with the requirements of the Village for the Development.
- (d) Natural Gas: The Development will not be serviced with natural gas.
- (e) Fire Protection: Fire protection for the Development is provided by the Village's Fire Department. The Development will be serviced with fire hydrants connected to the Village's water system, at the cost of the Developer.
- (f) Telephone: Telephone service will be underground and will be provided by Telus Communications (B.C.) Inc., Shaw Cablesystems Company or a private internet provider (which may be affiliated with the Developer) on application and on payment by an owner of the usual application, hook-up and usage charges. The owner of each Lot will be responsible for any fees for turning on or off such telephone service.
- (g) Access: Access to the Development is by municipal road."

5. Section 4.1 is deleted in its entirety and replaced with the following:

"The Lands are legally described as follows:

PID: 030-329-621
Lot 2 District Lot 211 Lillooet District Plan EPP72101

PID: 030-329-639
Lot 3 District Lot 211 Lillooet District Plan EPP72101

PID: 030-329-647
Lot 4 District Lot 211 Lillooet District Plan EPP72101

The Lots have been subdivided from the Lands and, as at May 7, 2019, the remaining Lots registered to the Developer are as follows:

PID: 030-665-264
Lot 6 District Lot 211 Lillooet District Plan EPP88381

PID: 030-665-272
Lot 7 District Lot 211 Lillooet District Plan EPP88381

PID: 030-665-477
Lot 25 District Lot 211 Lillooet District Plan EPP88381"

6. Section 4.3(a) is deleted in its entirety and replaced with the following:

- "(i) Hereto is annexed Restrictive Covenant CA1132532 over Lot 1 Plan EPP1353. This encumbrance is a restrictive covenant benefitting the Parent Property and providing that certain lands adjacent to the Parent Property, as shown outlined on Plan EPP1357 (the "**Restrictive Lands**"), may not be built upon except in accordance with the terms of this agreement. The agreement further provides that the owner of the adjacent lands may

not construct any buildings or structures, or store farm equipment, within a portion of the Restricted Lands, as shown outlined on Plan EPP1361.

- (ii) This title may be affected by a Permit under Part 26 of the Local Government Act, see CA4415329. This is a notice that the Parent Property is subject to a development variance permit.
- (iii) This title may be affected by a Permit under Part 26 of the Local Government Act, see CA4415324. This is a notice that the Parent Property is subject to a development variance permit.
- (iv) Hereto is annexed Restrictive Covenant LB319180 over Lot 1 Plan EPP1353. This notation refers to the second restrictive covenant contained within the agreement described in section 4.3(a)(i) above.
- (v) Hereto is annexed Easement CA6987764 over Lot B Plan EPP74427. This encumbrance is an easement benefitting the Parent Property and providing access onto certain adjacent lands, as shown outlined on Plan EPP84151, for the purposes of installing, maintaining, inspecting, replacing and removing storm sewers, water-mains, manholes, pipes, wires, power poles and underground wiring, along with any related equipment."

7. Section 4.3(b) is deleted in its entirety and replaced with the following:

"(i) Covenant CA6503577

Covenant CA6503577 is granted in favour of the Village in which the Developer acknowledges that the Lands may be subject to and affected by noise and vibration as a result of the use of the Railway Lands. The Developer agrees to indemnify and save harmless the Village from any claims, actions and damage to or loss of property on or about the Lands.

(ii) Restrictive Covenant CA6503578

Restrictive Covenant CA6503578 is granted in favour of the British Columbia Railway Company ("**BCRC**") in which the Developer acknowledges that there are railway lands adjacent to or abutting the Lands (the "**Railway Lands**"). The Developer agrees not to use the Lands in any way that would adversely affect the lateral support or the stability of the slope between the Lands and the Railway Lands, nor the existing grades or the drainage patterns on or effecting the Railway Lands. The Developer also agrees not to object to the Railway Lands being used for railway purposes or to any noise or vibration or any other effect associated with such use. The Developer agrees to indemnify and save harmless the BCRC in relation to any of the items listed in this restrictive covenant.

(iii) Easement CA6503589

Easement CA6503589 is a nuisance easement granted in favour of the owner of the lands located adjacent to the Lands (the "**Festival Lands**"). The Developer as grantor is granting such easement and rights to the owner of the Festival Lands in relation to any noise, vibration, dust, lights or other actions or occurrences which may cause a nuisance in relation to any outdoor performance or festival which may be carried out on the Festival Lands. The Developer agrees not to make any claim or take any action against the owner of the Festival Lands in regards to the items listed in such easement.

(iv) Statutory Right of Way CA7251732 (Lot 6 only)

Statutory Right of Way CA7251732 is granted in favour of the Village, with respect to Lot 6 located on the Lands ("**Lot 6**"), in which the Village has the right to access Lot 6 in order to remove, replace, construct, inspect, install and use the storm sewer and sanitary sewer works located on Lot 6.

(v) Statutory Right of Way CA7251734 (Lot 7 only)

Statutory Right of Way CA7251734 is granted in favour of the Village, with respect to Lot 7 located on the Lands ("**Lot 7**"), in which the Village has the right to access Lot 7 in order to remove, replace, construct, inspect, install and use the storm sewer and sanitary sewer works located on Lot 7.

(vi) Statutory Building Scheme CA7273860

Statutory Building Scheme CA7273860 is the building scheme as described in Section 2.3, a copy of which is attached hereto as Exhibit "B".

8. Section 4.4(b) is deleted in its entirety and replaced with the words "*Intentionally deleted.*".

9. Section 5.1 is amended as follows:

a) by deleting the date range and replacing it with the following:

"Actual Commencement Date

Actual Completion Date

July 1, 2017

December 19, 2018"; and

b) by deleting the last paragraph in its entirety and replacing it with the following:

"For the purpose of this section 5.1, and in accordance with Policy Statement 3 issued by the Superintendent, the actual commencement date means the date of commencement of an improvement that is part of a Lot within the Development and the actual completion date means the date that the subdivision plan, as shown in Exhibit "A", was deposited at the Land Title Office."

10. Section 7.2 is deleted in its entirety and replaced with the words "*Intentionally deleted.*"

11. Exhibit A-1 - Sketch Plan of the Proposed Subdivision of the Lands is deleted in its entirety and replaced with Exhibit A – Subdivision Plan, attached hereto.

12. Exhibit B – Form 35 – Declaration of Building Scheme is deleted in its entirety and replaced with Exhibit B – Form 35 – Declaration of Building Scheme, attached hereto.

13. Exhibit D – Contract of Purchase and Sale is deleted in its entirety.

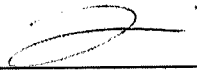
STATEMENT RE: DEEMED RELIANCE

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

DEVELOPER'S DECLARATION

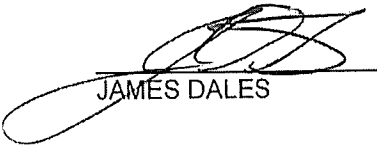
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of May 7, 2019.

SUNSTONE RIDGE DEVELOPMENTS LTD.
by its authorized signatory:

Per: 

Authorized Signatory

The Directors of Sunstone Ridge Developments Ltd. in their personal capacity:



JAMES DALES



JEREMY TURNER

EXHIBIT A – SUBDIVISION PLAN

KAMLOOPS LAND TITLE OFFICE

Dec-14-2018 11:28:46.026

EPP88381

PAGE 1 OF 2 PAGES

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

0963

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you

(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and

(b) certify the matters set out in section 168.73 (4) of the Land Title Act,

Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.

Christopher
Vail KDWFVPDigitally signed by
Christopher Vail KDWFVP
Date: 2018.12.11
12:28:40 -08'00'

1. BC LAND SURVEYOR: (Name, address, phone number)

MICHAEL W. VAIL

PO BOX 1490

WHISTLER

BC V0N1B0

☐ Surveyor General Certification [For Surveyor General Use Only]MIKE@HMSE.CA
604 902 8245

2. PLAN IDENTIFICATION:

Control Number: 154-456-0120

Plan Number: EPP88381

This original plan number assignment was done under Commission #: 963

LTO Document Reference: CA7251692

3. CERTIFICATION:

☒ Form 9 ☐ Explanatory Plan ☐ Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2018 November 04 (YYYY/Month/DD) The checklist was filed under ECR#: 219376

The plan was completed and checked on: 2018 November 26 (YYYY/Month/DD)

☒ None ☐ Strata Form S☒ None ☐ Strata Form U1 ☐ Strata Form U1/U2Arterial Highway ☐Remainder Parcel (Airspace) ☐4. ALTERATION: ☐

PLAN EPP88381

BCGS 92J.037

BLGS 923.037
SCALE 1:1000



The intended plot size of this plot is 1188mm in height by 884mm in width (E size) when plotted at a scale of 1 : 500.

Grid bearings are derived from CHS observations and are referred to the central meridian of Zone 10 (12.5 W).

The UTM coordinates and estimated network occupancy are derived from 4.0 hours of dual frequency GNSS observations processed using Precise Point Positioning Service of Natural Resources Canada.

This plan shows horizontal ground-level distances, unless otherwise specified. To compute air distances, multiply ground-level distances by the average combined factor of 0.99955600. The average combined factor has been determined based on an average elevation of 240.00 metres.

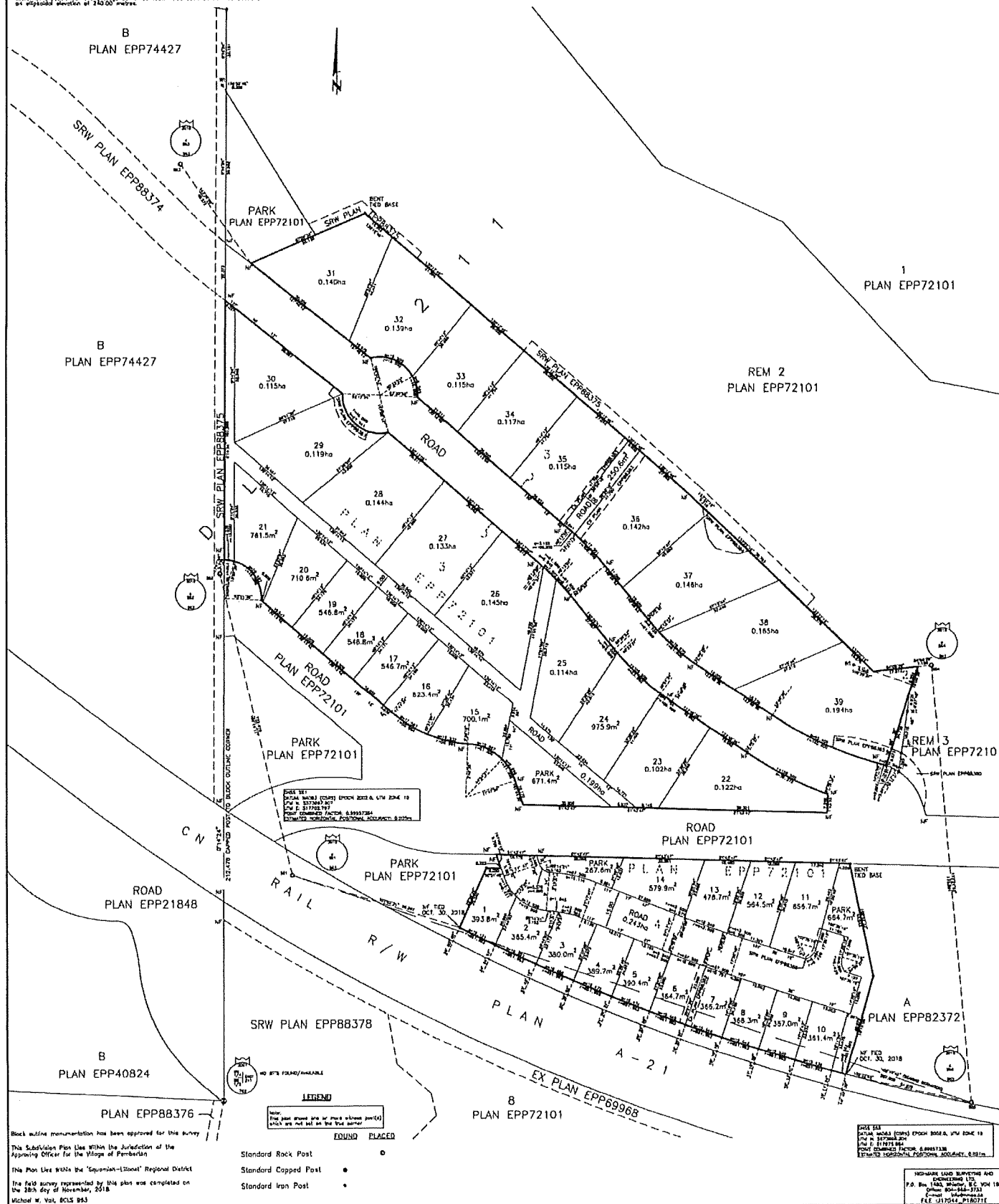


EXHIBIT B – FORM 35 – DECLARATION OF BUILDING SCHEME

KAMLOOPS LAND TITLE OFFICE

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

CA7273860

PAGE 1 OF 10 PAGES

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

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

Mark Victor
Lewis UQBS3Z

Digitally signed by Mark
Victor Lewis UQBS3Z
Date: 2018.12.31
10:09:01 -08'00'

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

Bennett Jones LLP

Barristers and Solicitors

2200 - 1055 West Georgia Street

Vancouver

BC V6E 2E9

Phone: 604-891-7500

(MVL/lmb)

File: 079059-1

Doc: 21517839

Document Fees: \$71.58

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULE

STC? YES ☐

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

STATUTORY BUILDING SCHEME

ADDITIONAL INFORMATION:

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

ADDITIONAL INFORMATION:

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

SUNSTONE RIDGE DEVELOPMENTS LTD.

701 - 1155 ROBSON STREET

VANCOUVER

V6E 1B5

BRITISH COLUMBIA

CANADA

Incorporation No

BC0857673

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 2 OF 10 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPP88381**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
NO PID NMBR LOT 8 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
NO PID NMBR LOT 9 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
NO PID NMBR LOT 10 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
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NO PID NMBR LOT 16 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
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NO PID NMBR LOT 25 DISTRICT LOT 211 LILLOOET DISTRICT PLAN EPP88381
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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

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LANDRelated Plan Number: **EPP88381**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

HEREWITH FEE OF: \$ _____

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 701
- 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.
4. The restrictions shall be for the benefit of all the Lots.

Officer Signature(s)



Mark V. Lewis

Barrister and Solicitor

2200 - 1055 West Hastings Street

Vancouver, BC V6E 2E9

Execution Date

Y	M	D
18	12	19

Party(ies) Signature(s)

**SUNSTONE RIDGE
DEVELOPMENTS LTD.** by its
authorized signatory:



Nyal Wilcox

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 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.

WSLEGAL\079059\00001\21526564v1

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.

Officer Signature(s)

Name:

RUIANG HOU

A Commissioner for Taking Affidavits
for British Columbia

885 W Georgia St., Vancouver, BC V6C 3G1
Commission Expires: February 28, 2021

Execution Date

Y	M	D
18	12	21

Chargeholder(s) Signatures(s)

HSBC BANK CANADA by its
authorized signatories:

RICHARD NAILEN
ASSISTANT VICE PRESIDENT
COMMERCIAL REAL ESTATE

Name:

DALE TELFER
VICE PRESIDENT
COMMERCIAL REAL ESTATE

Name:

(as to Mortgage No. CA2253671 and
Assignment of Rents No.
CA2253672)

- 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 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
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:

- (i) 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.

END OF DOCUMENT

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

NOTE:

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

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:

- (i) 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.

END OF DOCUMENT