

EXHIBIT "B"

FORM 35 – DECLARATION OF STATUTORY BUILDING SCHEME

LAND TITLE ACT

FORM 35

(Section 220(1))

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE: BUILDING SCHEME

HEREWITH FEE OF: \$ _____

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

SUNSTONE RIDGE DEVELOPMENTS LTD. (Incorporation No. BC0857673), of 406 – 119 West Pender Street, Vancouver, British Columbia V6B 1S5

Full name, address, telephone number of person presenting application: MARK V. LEWIS, Bennett Jones LLP, Suite 2500, 666 Burrard Street, Vancouver, British Columbia, V6C 2X8 604-891-7500

(File No. 079059.00015)

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 406 – 119 West Pender Street, Vancouver, British Columbia V6B 1S5 declare that:

1. We are the registered owner in fee simple of the following land (herein called the "**Lots**"):

No Parcel Identifier Number

Lots 1-15, District Lot 211, Lillooet District Plan EPP _____

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)

Execution Date

Party(ies) Signature(s)

Name: _____

Y	M	D

SUNSTONE RIDGE DEVELOPMENTS LTD., by its authorized signatories

Name: _____

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.

SCHEDULE OF RESTRICTIONS
SUNSTONE PHASE 2A

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); and
 - (ii) 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 or section 2:
 - (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 Developments 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. The restrictions herein contained supplement and do not replace any restrictions imposed by the Village of Pemberton or any other government authority having jurisdiction over the charged lands.
11. 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.