

TELEGRAPH POINT

DISCLOSURE STATEMENT

Real Estate Development Marketing Act (British Columbia)

DATED: August 20, 2020

DEVELOPMENT: This Disclosure Statement relates to the sale of certain bare land strata lots which will form part of a development called: Telegraph Point

DEVELOPER: Islanders Development Inc.

DEVELOPER'S ADDRESS FOR SERVICE: 201-909 Island Highway
Campbell River, BC V9W 2C2

REAL ESTATE AGENT: EXP Realty
Bob Edwards, Agent

MAILING ADDRESS OF AGENT: 701 West Georgia Street, Suite 1500
Vancouver, BC V7Y 1G5
Cell phone: 604-309-7693
Office phone: 833-671-9442

DISCLAIMER:

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.

NOTE:

This is a Phase Disclosure Statement filed pursuant to the *Real Estate Development Marketing Act*.

RIGHT OF RESCISSION

Under section 21 of the Real Estate Development Marketing Act, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice to:

- (a) the developer at the address shown in the disclosure statement received by the purchaser,**
- (b) the developer at the address shown in the purchaser's purchase agreement,**
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or**
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

The developer must promptly place purchasers' deposits with a brokerage, lawyer or notary public who must place the deposits in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

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EXHIBITS TO DISCLOSURE STATEMENT

- 01 Site Plan - Phases 4 and 5 / 18 Lots
- 02 Site Plan - All 10 Phases / 72 Lots
- 03 Telegraph Cove Holdings Land Use Bylaw 497
- 03a Telegraph Cove Holdings Land Use Bylaw 755
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- 10 Sewer Rent Charge Agreement, Filed 8/31/19
- 11 Strata Corporation Insurance Declarations Page
- 12 Purchase Agreement

1. The Developer

1.1

The Developer, Islanders Development Inc., was incorporated under the laws of the Province of British Columbia on December 14, 2018 under incorporation number BC1190240. Since the last phase of the strata plan was developed, the remaining lands under the proposed plan have been conveyed via corporate reorganization to the Developer which has decided to continue with the development of the plan.

1.2

The Developer was incorporated specifically for the purpose of developing land in Telegraph Cove. In addition to the land which is the subject of the phased development of Strata Plan VIS5792, the Developer owns one other lot in Telegraph Cove.

1.3

The registered and records office of the Developer is the office of Susan L. Sinnott, Barrister & Solicitor, 201-909 Island Highway, Campbell River, BC, V9W 2C2.

1.4

The directors of the Developer are Solomon Larc Wagner and Clyde David Wagner.

1.5

- (1) The Developer was recently incorporated specifically for developing land in Telegraph Cove. Clyde Wagner has been involved in residential and commercial developments in the states of Washington and Hawaii in the United States and at Telegraph Cove in British Columbia, for approximately 40 years. Solomon Wagner is new to the development industry.
- (2) To the best of the Developer's knowledge, neither the Developer, any principal holder of the Developer, nor any director or officer of the Developer or any principal holder has, within the ten years before the date of the Developer's declaration attached to this Disclosure Statement, been subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.
- (3) To the best of the Developer's knowledge, neither the Developer, nor any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the five years before the date of the Developer's declaration attached to this Disclosure Statement, was declared bankrupt or has made a voluntary assignment in bankruptcy, or has made a proposal under any legislation relating to bankruptcy or insolvency, or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or has had a receiver, receiver manager, or trustee appointed to hold the assets of that person.

- (4) To the best of the Developer's knowledge, no director, officer or principal holder of the Developer, or any director or officer of the principal holder, within the five years prior to the date of the Developer's declaration attached to this Disclosure Statement, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer
- a. was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, and describe any penalties or sanctions imposed, nor
 - b. was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6

There are no existing or potential conflicts of interest among the Developer, manager, any directors, officers and principal holders of the Developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the Developer, manager or holders of the development units in connection with the Development which could reasonably be expected to affect the purchaser's purchase decision except as set out in this Disclosure Statement.

2. The Development

2.1

The Development will include 72 bare land strata lots, which are being developed in 10 phases. At this time the Developer is marketing only the 18 strata lots in Phases 4 and 5. A survey plan depicting the 18 lots in Phases 4 and 5 is attached to this Disclosure Statement as **EXHIBIT 01**. A survey plan depicting all 72 lots in Phases 1 through 10 is attached hereto as **EXHIBIT 02**.

The civic addresses for the Strata Lots in Phases 4 and 5 have been established and are shown in **EXHIBIT 01 and EXHIBIT 02**. However, they are subject to change until the Plan is filed at the Land Title Office.

2.2

Use of the property, setbacks, lot coverage and other restrictions are regulated by Telegraph Cove Holdings Ltd. Land Use Bylaw No. 497 as adopted by the Mount Waddington Regional District on July 21, 1999, a copy of which is attached to this Disclosure Statement as **EXHIBIT 03**. Bylaw 497 has also been amended by the following, subsequent bylaws:

Bylaw 755, adopted October 16, 2007; **EXHIBIT 03a**

Bylaw 785, adopted October 18, 2009; **EXHIBIT 03b**
Bylaw 828, adopted January 17, 2012; **EXHIBIT 03c**

Strata Lots 25 - 37 are located in the "RH - Residential - Multiple Unit / Higher Density" zone. These lots are permitted for residential uses, bed and breakfast use, and commerce as a secondary use.

Strata Lots 38 - 42 are located in the "RS - Residential - Single Unit / Low Density" zone. These lots are permitted for residential uses, bed and breakfast use, and home occupations.

2.3

Purchasers of Strata Lots will be responsible for their own construction of any improvements on their Strata Lots.

At this time, building permits are not required by the Regional District of Mount Waddington, but any built improvements are required to comply with current building codes.

The Developer intends to register a Statutory Building Scheme with specific design guidelines against the Strata Lots, restricting the design, construction, and appearance of improvements and landscaping on each of the Strata Lots. A copy of the proposed statutory building scheme is attached as **EXHIBIT 04**.

2.4

It is intended that the Development will proceed in 10 phases until all 72 bare land strata lots are created:

Phase 1 is completed, and consists of Strata Lots 1 to 14;
Phase 2 is completed, and consists of Strata Lots 15 to 20;
Phase 3 is completed, and consists of Strata Lots 21 to 24;

Phase 4 is under construction, and consists of Strata Lots 25 to 37;
Phase 5 is under construction, and consists of Strata Lots 38 to 42;

Phase 6 is slated to be commenced prior to or during the year 2022 and completed prior to or during the year 2024, and consists of Strata Lots 43 to 47;

Phase 7 is slated to be commenced prior to or during the year 2023 and completed prior to or during the year 2025, and consists of Strata Lots 48 to 56;

Phase 8 is slated to be commenced prior to or during the year 2024 and completed prior to or during the year 2026, and consists of Strata Lots 57 to 63;

Phase 9 is slated to be commenced prior to or during the year 2025 and completed prior to or during the year 2027, and consists of Strata Lots 64 to 68; and

Phase 10, which is slated to be commenced prior to or during the year 2026 and completed prior to or during the year 2028, and consists of Strata Lots 69 to 72.

The Developer is currently marketing the strata lots contained within Phases 4 and 5. The Amended Phased Strata Plan Declaration (Form P) is attached as **EXHIBIT 05**. The Developer intends to proceed with all 10 phases of the Development, but purchasers are cautioned that the Developer is entitled not to proceed with Phases 6 through 10. At this time, it is not anticipated that Phases 6 through 10 of the Development will contain any common facilities. Roadways and walkways within the development will be common property.

3. Strata Information

3.1 Unit Entitlement

The unit entitlement of each strata lot is a figure indicating its share in the common property and assets of the Development, and by which its contributions to the expenses of the common property is determined. Every bare land strata lot contained within the Development will possess the same unit entitlement. A Schedule of Unit Entitlement (Form V) is attached hereto as **EXHIBIT 06**.

3.2 Voting Rights

Each strata lot will have one vote in the strata corporation.

3.3 Common Property and Facilities

The Development will have no common facilities. Roadways, walkways, and the beach park adjacent to Ella Bay will be common property.

3.4 Limited Common Property

The Developer may designate certain portions of the roadway which will be adjacent to Strata Lots 51, 52, 53, 54, 55, and 56 to be limited common property for use by the occupants of these lots as parking spaces. The Developer will designate the limited common property on the survey plans depicting Phase 7. The strata corporation will be responsible for the maintenance and repair of this limited common property, as it will be contiguous to and continuous with the travelled portions of the roadways which will be common property. The Developer or the Strata Corporation may, by bylaw, make a strata lot owner or owners responsible for the repair and maintenance of limited common property that that owner or those owners has or have an exclusive right to use.

3.5 Bylaws

The Bylaws for the Strata Corporation are attached to this Disclosure Statement as **EXHIBIT 07**. The bylaws contain no restriction on the age of occupants of strata lots. Section 3 of these

bylaws limits the number of pets to a reasonable number of fish or other small aquarium animals, not more than 4 small caged mammals, and a number of dogs or cats not to exceed a total of 2 per strata lot. The bylaws contain no restriction on the rental of strata lots. It is an offence against the bylaws for an owner to contravene the Telegraph Cove Holdings Ltd. Land Use Bylaw No. 497 or the Statutory Building Scheme (**EXHIBIT 04**). There are no restrictions on the resale of strata lots.

3.6 Parking

Except as noted in Section 3.4 herein (in future Phase 7), there will be no parking provided for the occupants of the strata lots on common property. Each strata lot will have to accommodate the parking requirements of its occupant(s) and visitors. Active loading or unloading is allowed in the cul-de-sac at the north end of Ella Bay Road, but for no longer than 5 minutes, and no unattended vehicles are allowed.

3.7 Budget

Each strata lot owner will be responsible for the Strata Lot's share of common expenses, which will consist of, but will not necessarily be limited to, the following:

- (a) general and administrative management;
- (b) bookkeeping and accounting fees;
- (c) legal fees;
- (d) common property repair and maintenance costs;
- (e) common property electricity costs;
- (f) water and sewer costs including the occasional costs of maintaining the Statutory Right of Way described in paragraph 4.03 (e) below;
- (g) scavenging costs;
- (h) liability insurance premiums; and
- (i) a budget contingency amount as determined by the Strata Corporation; and
- (j) a budget reserve fund as determined by the Strata Corporation.

The maintenance fee for each strata lot owner will be based on the annual budget. The budget for 2021 adopted by the Strata Corporation on June 26, 2020 is attached hereto as **EXHIBIT 08**. The Strata Corporation may at some point decide that each strata lot owner will be responsible to pay his or her own scavenging costs.

3.8 Utilities and Services

- (a) Water. The previous developer has connected the Development with a water system as required by the Mount Waddington Regional District. A treated water storage tank having a capacity of 473,125 litres (125,000 US gallons) was installed in 2000; a 460,000 litre per day water treatment plant was installed in 2002; a raw water reservoir having a capacity of 11,100 cubic metres (approximately 2.9 million US gallons) was constructed in 2005. The construction of the water system was carried out pursuant to Conditional

Water License No. 107730 issued by the Water Management Branch of the Ministry of Environment to the Regional District of Mount Waddington on July 31, 1996, now superseded by Conditional Water License No. 120947 issued to Telegraph Cove Utilities Ltd. on July 12, 2005. Water and sewer services are provided by Telegraph Cove Utilities Ltd. (TCU), a British Columbia company, which holds Certificate of Public Convenience and Necessity ("CPCN") No. 1204 from Land and Water BC, Inc. issued May 3, 2005 (for Phase 1) and CPCN No. 1253 issued September 12, 2006 (for Phases 2 & 3). The Developer has made inquiries with Telegraph Cove Utilities Ltd. for expansion of the CPCN for the benefit of the Owners of Strata Lots in Phases 4 and 5. The Developer anticipates that the utility company will apply for the necessary and permitted changes to the CPCN in September, 2020.

Water services are regulated by the Province of British Columbia Comptroller of Water Rights by way of a tariff. Telegraph Cove Utilities Ltd. Tariff No. 2 became effective 7/1/18 and is attached hereto as **EXHIBIT 9**.

Telegraph Cove Utilities Ltd. has been classified by the Environmental Operators Certification Program as a Small Water System.

Every strata lot owner is required to have Telegraph Cove Utilities Ltd. install a water meter servicing their lot prior to constructing any improvements on the lot. The Developer is installing the box where the meter for each lot is to be located. The owner is responsible for the cost of the meter and installation. Once installed, the meter will be the property of, and will be maintained by, Telegraph Cove Utilities Ltd.

- (b) Sewer. The Developer has connected the development with water and with sanitary sewer systems as required by the Mount Waddington Regional District. Telegraph Cove Utilities Ltd. holds Permit PE-14725 issued by the Ministry of Water, Land and Air Protection pursuant to the provisions of the Waste Management Act for the disposal of sewage from the Development.

Sewer rates are regulated by a Rent Charge Agreement filed 8/31/19 between the Developer and Telegraph Cove Utilities Ltd. filed 8/31/19, attached hereto as **EXHIBIT 10**.

Effective 5/1/20, Telegraph Cove Utilities Ltd. charges a sewer connection fee of \$3,000.00 for a single-family premise receiving water service via a 3/4" connection not including outdoor irrigation.

- (c) Electricity: British Columbia Hydro and Power Authority provides underground electricity to the Development. Telegraph Point lot owners can apply for electrical service by telephoning (800) 224-9376 or by visiting www.bchydro.com.

- (d) Natural gas: Natural gas is not available to the Development.

- (e) Fire Protection: Telegraph Cove is not served by a responding fire department. There is a fire hydrant located at strata lots 8 / 9; another located at strata lots 14 / 15; and another at strata lot 37. There are also standpipes; one located at strata lots 4 / 5 / 6; another located at strata lots 10 / 11; another located at strata lots 16 / 17 / 18; another located at strata lots 23 / 24; and another located at the Ella Bay waterfront common property between strata lots 31 and 32.
- (f) Telephone: Telus provides telephone service to Telegraph Point. Telegraph Point lot owners can apply for telephone service by telephoning (888) 811-2323 or by visiting www.telus.com.
- (g) Cellular Telephone: Cellular telephone service is offered by a number of different providers for which the Property is within their service area.
- (h) Access: While road access to Telegraph Cove has been open since 1956, and is assured in perpetuity (except under extraordinary conditions), some subdivision plans of land in the Telegraph Cove area -- including this one -- have been required to bear the notation "Access by water only". Paving and other improvements of a 3.5 kilometer section of road accessing Telegraph Cove was completed on June 15, 2006. The total cost was approximately \$2,045,160, toward which \$1,545,160 of Crown funding was secured and fully advanced to the Regional District. All property owners throughout the Telegraph Cove area paid their respective incremental share of the remaining \$500,000 of road paving costs by way of a line item in their property tax bills (based on the assessed valuation), amortized over a 10 year period. Those road improvements have been completely paid for. However, property owners in the Development will be subject to a line item assessment for ongoing maintenance of Telegraph Cove Road. In 2020, the line item for a residential property in Telegraph Point Phase I was \$1.42947 per thousand dollars of assessed value. As more properties are created through subdivision, the tax burden for each individual property is reduced.

Local access to the Development is from Wastell Road, with further access to strata lots within the Development provided by way of Hilliard Drive and other Common Property roads, as shown on the strata plan attached as **EXHIBIT 02**.

3.9 Strata Management Contracts

The Developer does not intend to enter into any strata management agreements to manage the strata corporation or the lands within the plan. Subsequently, the strata council may engage a strata property manager should it choose to do so.

3.10 Insurance

The strata corporation is insured by Intact Insurance Company through broker Aon Reed Stenhouse. The Declarations Page of the policy is attached as **EXHIBIT 11**.

Owners of strata lots within the Development are responsible for purchasing policies of liability and property insurance to cover themselves and their buildings.

3.11 Rental Disclosure Statement

Under section 139 of the Strata Property Act, the Developer must disclose to any purchaser the intention to lease strata lots in order to ensure that such strata lots may be leased in the future. The Developer does not intend to rent or to lease any of the strata lots.

4. TITLE AND LEGAL MATTERS

4.1 Legal description

The current legal description of the property comprising the Development is:

PID: 024-965-189

Lot C District Lot 79 Rupert District Plan VIP71975 except that part in Strata Plan VIS5792 (Phases 1-3) and Plan VIP83508 (see plan as to limited access).

4.2 Ownership

The registered fee simple interest in the development property is owned by the Developer.

4.3 Existing Encumbrances and Legal Notations

Covenant No. EC109096

Covenant No. ES12283

Covenant No. ES20068

Statutory Right of Way EW56362

Statutory Right of Way No. EX65860

Rent Charge No. EX65862

Rent Charge No. CA7724586

Mortgage No. CA8057829

4.4 Proposed Encumbrances

The Developer proposes to register no further encumbrances against the development property.

4.5 Outstanding or Contingent Litigation or Liabilities

There are no outstanding or contingent litigation or liabilities in respect of the development property or against the Developer which may affect the strata corporation or the strata lot owners.

4.6 Environmental Matters

Based on physical observation of the lands since 1991, and after conferring with Levelton Engineering Ltd. of Victoria, BC in 2004, the Developers are not aware of any flooding danger to the Land. No governmental authority has imposed any requirement relating specifically to flooding. The Developer is unaware, after reasonable investigation, of any other or further environmental matters pertaining to the lands in Phases 4 and 5 of the Development.

5. CONSTRUCTION AND WARRANTIES

5.1 Construction Dates

Phases 1, 2 and 3 of the Development are complete. The dates by which the Developer anticipates constructing the infrastructure for Phases 4 and 5 and the remaining phases of the Development are set out in paragraph 2.4 of this Disclosure Statement above. The facilities required for the provision of water to the Development have been completed and are discussed in paragraph 3.8(a) above. Each of the strata lots contained within Phases 4 and 5 of the Development will be serviced with water, sewer, electricity and telecommunication cables. These services will be brought to the strata lots in Phases 4 and 5 in the Development before phased strata plans which create these strata lots are registered at the Land Title Office.

5.2 Warranties

The Developer is developing the lands only, as the plan is for bare land strata lots only. As a result there are no warranties offered on any contents of a strata lot.

6. APPROVALS AND FINANCES

6.1 Development Approval

The Approving Officer has given conditional approval to Phases 4 and 5 of the Development. Upon satisfaction of the conditions in the conditional approval, the Developer will prepare and file an amendment to this disclosure statement. At the time of filing of this Disclosure Statement the period of time for marketing Phases 4 and 5 has been extended from nine (9) months under Policy Statement 5 to twelve (12) months due to the Covid-19 pandemic. A copy of the proposed agreement of purchase and sale of a strata lot is appended to this disclosure statement as Exhibit 13.

6.2 Construction Financing

The Developer does not anticipate that it will require financing to complete the Development.

7. MISCELLANEOUS

7.1 Deposits

The purchasers' deposits and all money received from a purchaser will be held in trust by the Developer's solicitor, Doug Springford (see page 1), in the manner required by the Real Estate Development Marketing Act.

7.2 Purchase Agreement

The form of Contract of Purchase and Sale used by the Developer is attached hereto as **EXHIBIT 12**.

7.3 Developer's Commitments

The Developer has made no commitment that will need to be met after the completion of the sale of the strata lots.

7.4 Other material facts

Synopsis of Encumbrances

The summaries provided below are for convenience only. Please refer to the referenced documents for complete information.

- (a) Covenant EC109096, registered October 20, 1989 in favour of Her Majesty the Queen in Right of the Province of British Columbia and the Regional District of Mount Waddington. This covenant:
 - (i) prohibits the location of a building or a mobile home within 15 metres of either the natural boundary of Johnstone Strait or the natural boundary of Bauza Creek; and
 - (ii) requires that the underside of the floor of any building used for habitation, business or the storage of goods be no less than 1.5 metres above the natural boundary of Johnstone Strait or the natural boundary of Bauza Creek, whichever is the higher. (The Developer believes that the effect of this covenant is affected by the matters discussed in this paragraph 7.4 under Oceanfront Setback below.)
- (b) Covenant ES12283, registered February 20, 2001 in favour of the Crown in Right of British Columbia and the Regional District of Mount Waddington. This covenant requires that no structure may be built except in compliance with such recommendations as may be contained in a geotechnical assessment conducted on any part of the land intended to be used as a building site.
- (c) Covenant ES20068, registered February 20, 2001 in favour of the Crown in Right of British Columbia. This covenant provides that no trees or other vegetation shall be removed within 7.5 metres of any natural boundary of any body of water, watercourse or the sea except for the land within 75 metres of the protected waters of Telegraph Cove.
- (d) Statutory Right of Way EW56362, registered May 10, 2004 in favour of British Columbia Hydro and Power Authority for the transmission of electricity and telecommunications.
- (e) Statutory Right of Way EX65860, registered June 3, 2005 in favour of Telegraph Cove Utilities Ltd. for the purpose of constructing, operating, and maintaining a system of waterworks and sewerage works to service the Development.
- (f) Rent Charge EX65862, registered June 3, 2005 in favour of Telegraph Cove Utilities Ltd. This instrument imposes a charge upon each of the strata lots contained in the Development of \$100 per year, and such additional sum in excess of \$100 per strata lot per year as may be imposed from time to time by an order of the Comptroller of Water Rights in the manner provided for fixing of rates under the Water Utility Act and the Utilities Commission Act, for a period of 40 years from May 4, 2005. However, paragraph 3. states: "PROVIDED, that upon the Grantor making application to the Grantee to connect any of the said Strata Lots to the waterworks system operated by the

Grantee and agreeing to pay to the Grantee thereafter a water users' charge in accordance with the Tariff of Rates from time to time issued by the Grantee, and with the approval of the Comptroller of Water Rights, then the above mentioned rent charge shall abate against such Strata Lot for as long as the water user's charge is paid in accordance with the said tariff. PROVIDED HOWEVER that the Grantor has paid all arrears and interest to the Grantee including the rent charge accrued to the date of the application for connection." Prospective Strata Lot purchasers are encouraged to read Rent Charge EX65862 in its entirety.

- (g) Rent Charge CA7724586, registered August 31, 2019 in favour of Telegraph Cove Utilities Ltd.

These charges may not be set out in order of priority. There are no further encumbrances to which the development property is subject. The Developer does not anticipate that it will be necessary to grant any further mortgage of the development property in order to raise the financing which will be required to complete the Development.

The development property enjoys the following easement rights which are granted by instruments registered at the Victoria Land Title Office (The summaries provided below are for convenience only. Please refer to the referenced documents for complete information.):

- (h) Covenant EC109102, registered October 20, 1989. This covenant grants an easement over adjoining property to enable machinery access for the cutting of trees.
- (i) Easement EN2884, registered January 12, 1999 in favour of the development property over Part of Lot 1, Plan VIP61691 shown on Plan VIP68417 B, an easement for a water line.

Oceanfront Setback

The Developer believes that the 15 metre minimum building setback from Johnstone Strait referred to in Covenant EC109096 has effectively been superseded by reason of the following events, such that the legally prescribed minimum building setback from Johnstone Strait is now 7.5 metres:

(j) Section 16 of Bill 56, enacted as the Flood Hazard Statutes Amendment Act, 2003, repealed Section 82 of the Land Title Act which granted authority to Ministry of Environment to enforce the 15 metre setback. The provisions which replaced the repealed Section 82 affords the Provincial Approving Officer the authority to determine the adequacy of such setbacks.

(k) the Provincial Approving Officer approved a 7.5 metre building setback from Johnstone Strait in a Ministry of Transportation & Highways memorandum dated January 30, 2001.

(l) Section 18(3) of the Telegraph Cove Holdings Ltd. Land Use Bylaw No. 497 reads: "Except for adjacent lands within 75 m (250 feet) of the protected waters of Telegraph Cove and

adjacent lagoon in which case no setback is required, the minimum setback for buildings and structures shall be 7.5m (24.6 feet) from the present natural boundary of any waterbody, watercourse or the sea " This Land Use Bylaw was reviewed and has been approved by the Ministry of Environment and the Ministry of Transportation and Highways

The Developer is aware of no facts not disclosed herein which affect, or could reasonably be expected to affect, the value, price or use of a strata lot or the development property

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.

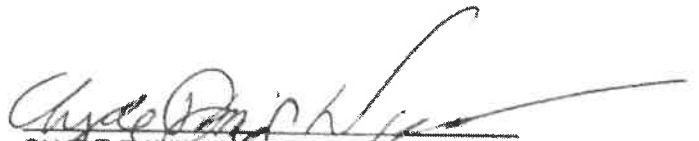
DECLARATION

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 the 20th day of August 2020.

SIGNED BY THE DEVELOPER:

ISLANDERS DEVELOPMENT INC.
Per:

SOLOMON LARC WAGNER, President



CLYDE DAVID WAGNER, Vice President

SOLOMON LARC WAGNER, Director



CLYDE DAVID WAGNER, Director

adjacent lagoon in which case no setback is required, the minimum setback for buildings and structures shall be 7.5m (24.6 feet) from the present natural boundary of any waterbody, watercourse or the sea." This Land Use Bylaw was reviewed and has been approved by the Ministry of Environment and the Ministry of Transportation and Highways.

The Developer is aware of no facts not disclosed herein which affect, or could reasonably be expected to affect, the value, price or use of a strata lot or the development property.

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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.

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 the 20 day of August 2020.

SIGNED BY THE DEVELOPER:

ISLANDERS DEVELOPMENT INC.

Per:



SOLOMON LARC WAGNER, President

CLYDE DAVID WAGNER, Vice President



SOLOMON LARC WAGNER, Director

CLYDE DAVID WAGNER, Director

SOLICITOR'S CERTIFICATE

IN THE MATTER of the *Real Estate Development Marketing Act* and the Disclosure Statement of PEAKS WEST PROPERTIES LTD.

For the property described as:

PID: 024-965-189

LOT C DISTRICT LOT 79 RUPERT DISTRICT PLAN
VIP71975 EXCEPT THAT PART IN STRATA PLAN
VIS5792 (PHASES 1 TO 3) AND PLAN VIP83508
(SEE PLAN AS TO LIMITED ACCESS)

I, **DOUGLAS SPRINGFORD**, Solicitor, a member of the Law Society of British Columbia, having read over the above described Disclosure Statement dated the 21st day of August, 2020 and having made any required investigations in public offices, and having reviewed same with the developer therein named, HEREBY CERTIFY that the facts contained in paragraphs 4.1, 4.2 and 4.3 of the Disclosure Statement are correct.

DATED at the City of Kamloops, Province of British Columbia, this 21st day August, 2020.


DOUG SPRINGFORD

DOUG SPRINGFORD
Barrister and Solicitor
#8 - 1540 SPRINGHILL DRIVE
KAMLOOPS, BC V2E 2H1
Phone (250) 374-6601

CONSENT TO RECEIVE ELECTRONIC COMMUNICATION
OF AMENDMENTS TO THIS DISCLOSURE STATEMENT

The purchaser, by his or her signature below, hereby confirms that, despite section 4(2) of the *Electronic Transactions Act*, I (we) hereby consent to receiving a copy of this disclosure statement, subsequent amendments or consolidations to it, and any other materials that may be distributed to me (us) in print form, and pertaining to the development described herein, by electronic means, and I confirm that my address for such electronic delivery is and shall for the purposes set out in this consent to be:

Unless and until I advise you that another electronic address has been substituted in its place.

This consent is signed at _____, BC on the _____ day of _____, 20____.

By:

Purchaser #1

Purchaser #2

**BARE LAND STRATA PLAN VIS6792
PHASES 4 and 5**

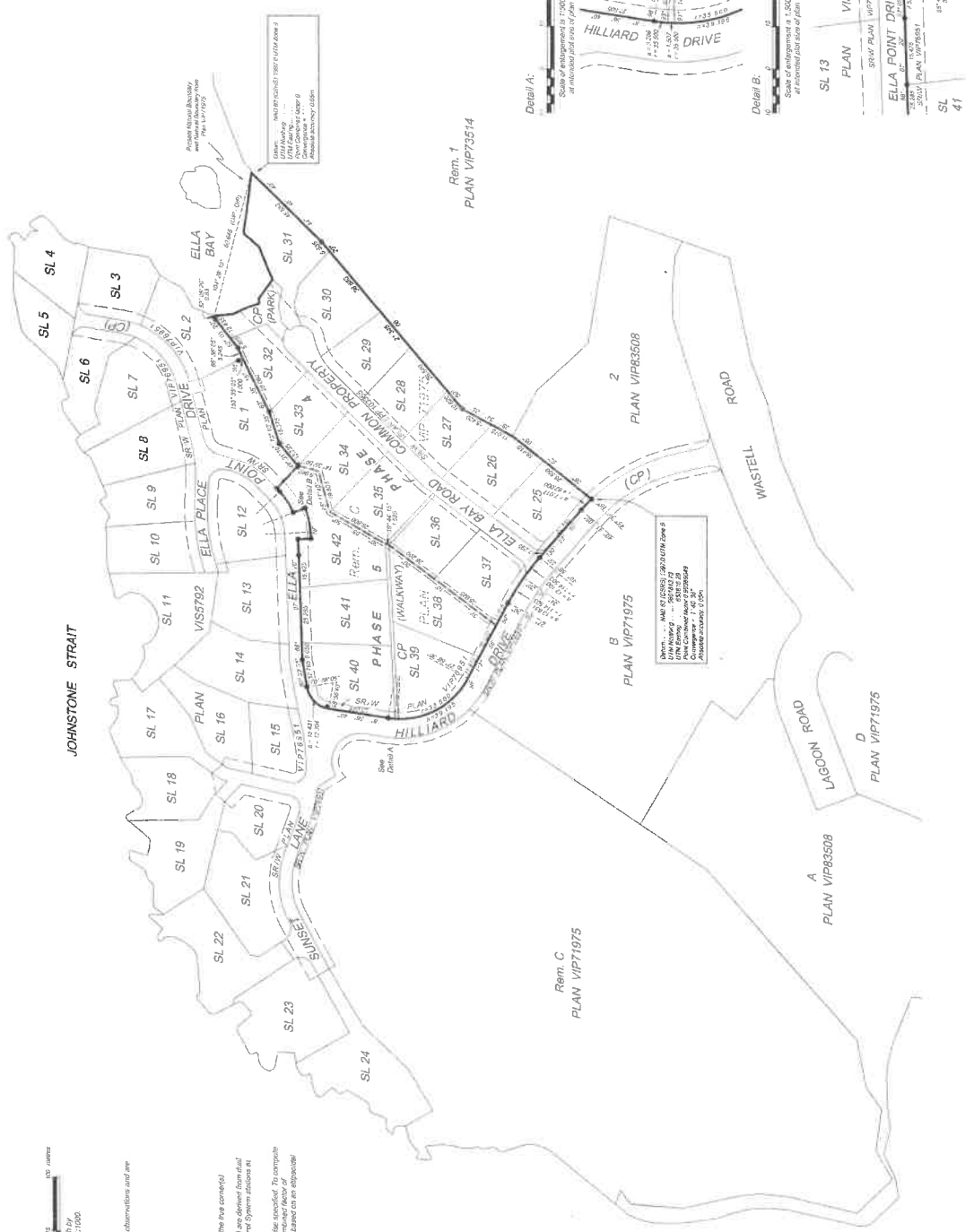
**PHASED BARE LAND STRATA PLAN OF PART OF LOT C,
DISTRICT LOT 78, RUPERT DISTRICT, PLAN VIP71975,
EXCEPT THAT PART IN STRATA PLAN VIS5792 (PHASES 1 TO 3)
AND PLAN VIP83508.**

BCGS 92L 1055



LEGEND

- GNSS readings are derived from differential dual frequency GNSS observations and are referred to the separate meridian of Zone 9 (128° West)
 - denotes standard non post fixed
 - denotes standard non post fixed
 - denotes short run post fixed into rock
 - denotes GNSS station
 - CP denotes Common Property
- This plan shows one or more witness points which are not set on the true corner(s).
The UTM coordinates and estimated accurate accuracy achieved are derived from all available GNSS observations and are referred to the separate meridian of Zone 9 (128° West).
This plan shows horizontal ground line elevations, unless otherwise specified. In computer generated elevations, multiple ground line elevations by the average computer factor of 0.00000001. The average corrected factor has been determined based on an ellipsoidal adjustment of 0.00000001.
All enclosures are in metric and decimals format.



- ADDRESS FOR SERVICE OF DOCUMENTS**
The Registrar of Land
Telegaph Cove, BC
V1V 3J9
- COMMON ADDRESSES**
SL 25 - 1001 Ella Bay Road
SL 26 - 1002 Ella Bay Road
SL 27 - 1003 Ella Bay Road
SL 28 - 1004 Ella Bay Road
SL 29 - 1005 Ella Bay Road
SL 30 - 1006 Ella Bay Road
SL 31 - 1007 Ella Bay Road
SL 32 - 1008 Ella Bay Road
SL 33 - 1009 Ella Bay Road
SL 34 - 1010 Ella Bay Road
SL 35 - 1011 Ella Bay Road
SL 36 - 1012 Ella Bay Road
SL 37 - 1013 Ella Bay Road
SL 38 - 1014 Ella Bay Road
SL 39 - 1015 Ella Bay Road
SL 40 - 1016 Ella Bay Road
SL 41 - 1017 Ella Bay Road
- Address for Service of Documents**
1025 Hilliard Road
1015 Hilliard Road
1016 Hilliard Road
1017 Hilliard Road
1018 Hilliard Road
1019 Hilliard Road
1020 Hilliard Road
1021 Hilliard Road
1022 Hilliard Road
1023 Hilliard Road
1024 Hilliard Road
1025 Hilliard Road

This plan is the property of the Registrar of Land, British Columbia, and is loaned to you for the purpose of registration and information only. It is not to be used for any other purpose. The Registrar of Land, British Columbia, is not responsible for the accuracy of the information contained in this plan. The Registrar of Land, British Columbia, is not responsible for the accuracy of the information contained in this plan. The Registrar of Land, British Columbia, is not responsible for the accuracy of the information contained in this plan.

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BCGS 92L 1055
June 20, 2025
www.bccsa.gov.bc.ca

EXHIBIT 03

REGIONAL DISTRICT OF MOUNT WADDINGTON

BYLAW NO. 497

A bylaw to establish regulations and requirements respecting the use of buildings and structures and the use of subdivision and land.

The Regional District of Mount Waddington, being the Regional District having jurisdiction on and in respect of Telegraph Cove in the Province of British Columbia pursuant to the *Municipal Act, Section 28*, as amended, enacts as follows:

1. The Bylaw Schedule is attached to and forms an integral part of this bylaw.
2. This Bylaw applies to the entire area of land, including the surface of water, as shown on the Telegraph Cove Holdings Ltd. Zone Map attached to and forming an integral part of this bylaw.
3. The Regional District of Mount Waddington Interim Zoning Bylaw No. 21, 1972 as amended, is repealed for all lands and water legally described as:
Parcel Identifier: 009-867-112, District Lot 79, Rupert District except that part in Plan 49316 and VIP60383 and Parcel Identifier: 023-160-586, Lot 2, District Lot 79, Rupert District, Plan VIP61691.
4. This Bylaw may be cited as the "Telegraph Cove Holdings Ltd. Land Use Bylaw, No 497".

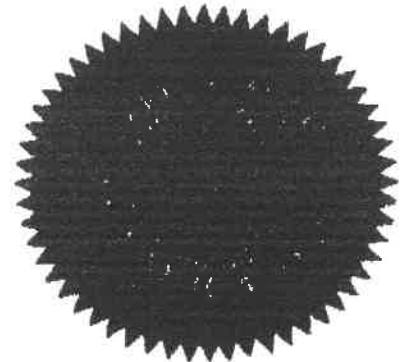
READ A FIRST TIME THIS 21 DAY OF APRIL, 1999
READ A SECOND TIME THIS 21 DAY OF APRIL, 1999
PUBLIC MEETING HELD THIS 19 DAY OF MAY, 1999
READ A THIRD TIME THIS 19 DAY OF MAY, 1999
APPROVED BY THE MINISTER OF MUNICIPAL AFFAIRS THIS 03 DAY OF JULY, 1999
ADOPTED THIS 21 DAY OF JULY, 1999


SECRETARY


CHAIRMAN

I, hereby certify the foregoing to be a true and correct copy of Bylaw No. 497 as given final reconsideration and adoption 21 July, 1999.


SECRETARY



TELEGRAPH COVE HOLDINGS LTD. LAND USE BYLAW NO. 497

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TELEGRAPH COVE HOLDINGS LTD. LAND USE BYLAW No. 497

BYLAW SCHEDULE

PART 1 TITLE AND MEANINGS

S.1 TITLE

This bylaw may be cited as the **TELEGRAPH COVE HOLDINGS LTD. LAND USE BYLAW**.

S.2 MEANINGS

- (1) The Municipal Act R8BC, Chapter 290 as amended takes precedence in a case of dispute on the meaning of all words or clauses.
- (2) In this bylaw words have their dictionary meaning except that:

Accessory Building and Structure means a building or structure on the same site with, and which is subordinate or incidental to the principal use or building, and includes separate garages or carports.

Accessory Use means a building or land which is commonly associated with and secondary in purpose and scale to a principal use located on the same lot.

Administrative Officer means a person or persons appointed by the Regional Board to administer this bylaw.

Area Plan means a plan showing future land uses, locations, densities, roads, utilities, methods of resolving any difficulties on the land, and any other matters considered necessary by the Board of the Region to plan future subdivision or development and must be adopted by the Board to be considered an Area Plan.

Bed and Breakfast means a home business consisting of the renting of bedrooms with toilet and washing facilities, including bath or shower, in a dwelling unit to transient guests, and the provision of a breakfast meal to those guests.

Boat repairs and Storage means uses intended for servicing, repair or off-season storage in the Telegraph Cove area.

Building means any structure intended for the shelter or accommodation of people, or to shelter service or utility facilities, or for the storage of goods or chattels and includes manufactured homes, sheds, garages, fences, signs, and carports.

Business Services means a service use providing a business and includes such uses as a printing establishment, film processing, janitorial firms and computer or business equipment, repair or service.

TELEGRAPH COVE HOLDINGS LTD. LAND USE BYLAW NO. 497

Carpport means a roofed structure used for storage or parking of not more than two private vehicles and which has not less than 40 of its total perimeter open and unobstructed.

Chattel means a moveable item of personal property.

Cliff means a land surface or face having an average slope of 50 degrees or more, measured from the horizontal plane and having a height exceeding 10m (33ft 10in.).

Coach means a motor vehicle for the scheduled transportation of passengers to and/ or from any activity within the Telegraph Cove Holdings Ltd. area.

Community Facility means a use or building the intent of which is to provide a non-profit public service to the Telegraph Cove Holdings Ltd. area.

Community Sewer and Water Facilities means a common sewer or system of sewerage or sewerage disposal, and a common system of water works which may be owned and/or operated and/or maintained by: a Srata Corporation, a private corporation, an improvement district, the Board of the Regional District of Mount Waddington, an agency of the provincial government or a legal corporate entity of one of the above as authorized under appropriate provincial or federal legislation.

Commerce means a retail, wholesale or service business, development or use operated for profit, but does not include major storage, or the manufacture or any other production of items or commodities, or the breeding of animals as a business.

Derelict Vehicle means any motor vehicle that has not been licensed for more than twelve months or is incapable of being driven, except for any non-licensed off-road or construction vehicle currently being used or property stored for construction, maintenance or recreation on the site.

Development means and includes the following:

- (a) the carrying out of any construction, excavation or other operation, under the land, or on or over the land or water, or the change in use or intensity of use of any land, building or structure and includes the removal of topsoil and the demolition of buildings;
- (b) in a building or on a site used for dwelling purposes, any increase in the number of dwelling units on the site;
- (c) the placing of any waste material; refuse or chattel on any land or water;
- (d) the use of land for the storage and repair of motor vehicle or other machinery or equipment;

(e) the use of land or the surface of water for the parking or mooring of any trailers, houses, portable dwellings, houseboats or any other type of removable buildings or structures whatsoever, whether or not the same has been placed or affixed in any way; and

(f) includes the erection of signs.

District means a zone in the Zone Regulations of the bylaw.

Dwelling means a building designed or used exclusively for living and may be comprised of one or more dwelling units, and shall have appropriate sewer and water facilities.

Dwelling unit means one or more rooms:

(a) used or capable of being used for human habitation by one or more individuals living in common occupancy as a single domestic unit and sharing facilities contained in that unit;

(b) contained in a single building, manufactured home or mobile home provided that portable structures are served with sewer and water, skirted, and properly attached to the lot;

(c) containing only one kitchen; and at least one toilet;

(d) under one roof with any covered walkway, covered patio or hallway connecting portions being no longer than 4m (13 ft).

Drive-in and Drive-Through Business means establishments which serve customers traveling in motor vehicles driven onto the site where a business is carried on, where normally the customer either remains in the vehicle for service, or parks his vehicle for a short period for the purpose of doing business at the premises, and includes service stations.

Duplex means a dwelling composed of two dwelling units.

Garage means an accessory building or part of the principal building, designed and used primarily for the storage of motor vehicles.

Grade level means the level adjacent to the walls of the building if the finished grade is level. If the natural ground is not level, the grade level shall be determined by averaging the elevation of the ground for each face of the building.

Gross Leaseable Area means the total floor area of the building contained within the outside surface of the exterior walls at all levels, and includes all enclosed and heated areas, but excludes mechanical and utility rooms, public washrooms, stairwells and elevators.

Habitable Room means a room used for human occupancy, including but not limited to kitchens, bedrooms, living rooms, family rooms and dens. This does not include non habitable

rooms which include bathrooms, laundries, pantries, foyers, hallways, entryways, storage areas and rooms in basement or cellars used for recreational purposes, or any space in a dwelling not intended primarily for human occupancy.

Height means the vertical distance from the grade level to the highest point of a building or structure.

Home Occupation means a business carried on within a dwelling and which is not visible or noticeable in any manner from the outside of the dwelling. Such occupancy is secondary to the residential occupancy and does not change the character thereof.

Hostel means a facility where group accommodation is provided on a temporary basis and where food services may also be provided.

Kitchen means an area within a building used for preparing food, and may include food storage and serving, and dishwashing facilities.

Land includes land that is ordinarily covered by water.

Loading Space means an off-street space on the same lot or site as a building or group of buildings for the temporary parking of a commercial vehicle while commodities are being loaded or unloaded.

Lot or parcel means any area of land which is subdivided and registered in the Land Titles Office except that any parcel divided pursuant to the Condominium Act and amendments thereto and not contained within a Bare Land Strata Plan, shall not be considered subdivided for the purpose of this bylaw.

Lot line means a legally defined line bounding any lot and;

(a) front lot line means a lot line common to a lot and an abutting roadway; and where there is more than one such line, the shortest of them;

(b) side lot line means any lot line that is not a front lot line, rear lot line or exterior side lot line; and

(c) rear lot line means the lot line opposite the front lot line, and where the rear portion of the lot is bounded by intersecting lines, the point of such intersection farthest from the front lot line;

(d) **flanking lot line** means that the lot line or lot lines not being the front, side or rear lot line but being common to a lot and abutting roadway.

Manufactured Home means a portable structure designed to be transported or trailed to its place of use, and to be used with a permanent foundation as a dwelling, and excludes recreational vehicles and travel trailers.

Mobile Home means a portable structure built on a chassis, designed to be transported or

trailed to its place of use, and to be used with a permanent foundation as a dwelling, and excludes recreational vehicles and travel trailers.

Minor means, where used to refer to a use, a use which due to its nature or relatively small size will, in the opinion of the administrator, have a limited impact on surrounding uses.

"Multiple Unit" Dwelling means a dwelling of two or more dwelling units.

Natural Ground means the ground surface of land prior to any intentional disturbance, alteration, excavation or placement of fill.

Nursery means a facility where young trees and plants are raised for transplanting.

Off-Street means not within a public roadway.

Park means land designated as park on a subdivision plan filed in the Land Title Office, as designated in the Park Act or Park (Regional) Act, or as held under private ownership for limited use or as parkland for residents and users of the Telegraph Cove Holdings Ltd. area.

Parking Stall means one space set aside for the parking of one vehicle.

Permitted Use means the use of land, or a building or structure as provided for in the Zone Regulations of the Bylaw, and which conforms to this Bylaw.

Personal Service means the use of land for the provision of services directly to a consumer, including hair cutting shops, laundromats, massage therapists, medical health clinics and the incidental retail side of goods commonly associated with these uses, and does not include service stations.

Places of Worship means development owned or leased by a religious organization used for worship and related religious, philanthropic, or social activities including, classrooms, dormitories, and accessory buildings.

Present Natural Boundary means the visible highwater mark of the sea, or any watercourse where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark on the soil of the bed of the watercourse a character distinct from that of its banks, in respect of vegetation as well as in respect of the nature of the soil itself, and/or such boundary as formally surveyed and filed as such in the Province.

Principal Use and Principle Building means a main permitted purpose for which land, buildings or structures listed in the zoning districts in this bylaw is used, and there shall be no more than one principal building on each lot unless specifically permitted elsewhere in this bylaw.

Pub means an establishment providing primarily for the serving of alcoholic beverages, including off-premises sales, and includes premises in which food is served in conjunction with the serving of alcoholic beverages.

Public Utilities means the provision of sewer, water, gas, electrical, telephone and television services by a government body or agency or by a company regulated by the Utilities Commission Act or by the Radio Communication Act of Canada, serving the Telegraph Cove Holdings Ltd. area.

Recreation means any public or private land or structure, the use or intended use of which is for either active or passive recreation.

Residence means a use of land providing for the home life of a person or persons in common occupancy.

Road and Roadway mean a highway, street, walkway or lane, and any other way open to public use, or within a bare land strata plan, but does not include a private right-of-way on a private lot.

Retail Store means an establishment providing for the sale, rental or repair of commodities or goods to the ultimate consumer or user, and specifically excludes laundromats and service stations.

School means a public or private education facility not including overnight or dormitory accommodation.

Secondary Suite means a separate dwelling either connected to or detached from a primary residential unit. Secondary suites will have a maximum total floor space of 743 sq. ft (80 square m) (this does not include the areas used for common storage, common laundry facilities or common areas used for ingress or egress). No more than one secondary suite shall be allowed on any single family lot.

Secondary Use means a use which is not Principal Use.

Separation Space means the horizontal open space provided around a dwelling to ensure no conflict of visibility from dwellings, and adequate light, air, and privacy for activity undertaken within a dwelling, and may be partially or entirely outside the lot boundaries of a dwelling unit.

Service Station means a use of land providing for the retail sale of motor fuels and lubricating oils and which may include the servicing or repair of motor vehicles, the sale of motor vehicle accessories, and the rental of trailers, motor vehicles, and tool and equipment for automobile or household use, and which may be a towing service dispatch point.

Setback means the minimum horizontal distance between the site boundary or lot line and the nearest point on the exterior wall or chimney of the building.

Site means one or more lots upon which a permit or development takes place.

Site Coverage or Lot Coverage means the combined area of all buildings on the site or lot measured at the level of the lowest story above grade, and includes all porches and verandahs, open or covered, but excludes open terraces at grade, and steps, cornices, eaves, and similar projections.

Site Permit means a permit granted to an applicant to build on a lot, or lots, upon the application being received in a complete form, as required under Section 3 of this bylaw, and provided that the application conforms in all respects to this bylaw.

Storey means the habitable space between the upper face of one floor and the next above it. The upper limit of the top storey shall be the ceiling above the top most floor. A basement or cellar shall be considered a storey in calculating the height of a building if the upper face of the floor above it is more than 1.8m (6 ft) above grade.

Structure means anything constructed or erected in a fixed location on the ground, or which is attached to something having a fixed location on the ground. Among other things, structure includes buildings, walls, fences, stairs, signs, billboards, water and sewer storage and pumping facilities.

Telegraph Cove Holdings Ltd. Lands means those lands shown on the Telegraph Cove Holdings Ltd. Zone Map, Legally described as:

Parcel Identifier: 009-867-112 District Lot 79, Rupert District Except That Part In
Plan 49316 and V1P60383 AND Parcel identifier: 023-160-586 Lot 2, District Lot 79,
Rupert District, Plan VIP61691

Trade, Convention and Conference Facilities means a facility for mass display of equipment, merchandise and services, and assembly of audiences for the purpose of meetings, performing arts or conventions and which may include related offices, food service and licensed premises,

Use means a use of land or a building or structure, the type of which shall be determined by the administrator when not clear in the 8.2, or as normally defined in the dictionary.

Utility means sewer, water, gas, electrical, telephone or television.

Utility Lot means a lot used or intended to be used solely for the purpose of accommodating equipment necessary for the operation of a community sewage, water, solid waste system, or for a television, electrical, gas, oil, or similar public utility. The utility lot can exist in any zone designation. No minimum size is established and no minimum setback is required

Watercourse means any natural depression with a bed 0.6 (2ft) or more below the average elevation of the surrounding land and which contains flowing water for at least six months of the year.

PART 2 - ADMINISTRATION

S.3 ADMINISTRATION

(1) The Administrative Officer or such other person appointed by the Board of the Regional District of Mount Waddington shall administer this bylaw and shall:

- (a) make available for inspection during regular working hours
 - (i) a copy of this bylaw as amended, and
 - (ii) a register of all applications including the decisions rendered on them and the reasons for them.
- (b) perform such duties as established to enforce this bylaw in conformance to the Municipal Act.

(2) Any person appointed under (1) may enter at all reasonable times upon any property that is subject to the regulations under this bylaw to ascertain whether the requirements of this bylaw are being observed, provided that the occupier has been notified.

S.4 PENALTY

Every person who commits an offence under this bylaw is liable on summary conviction to a fine not exceeding \$5,000 and the costs of prosecution. Each day's continuance of an offence constitutes a new and distinct offence.

S.5 BOARD OF VARIANCE

A Board of Variance exists in accordance with the provisions of the Municipal Act under the Regional District of Mount Waddington.

The Board of Variance, when considering an appeal on a development proposed on a lot which existed at the time of the coming into force of this bylaw, and which is smaller than the minimum size permitted in this bylaw, shall consider the relaxation of minimum setbacks where good reason is shown.

S.6 BYLAW AMENDMENT

- (1) The Board of the Regional District of Mount Waddington may, by law, amend or repeal this bylaw in accordance with the provisions of the Municipal Act.
- (2) An application to apply a zone or change a zone as shown on the Telegraph Cove Holdings Ltd. Zone Map shall be treated as an application to amend this bylaw.
- (3) An application shall be accompanied by the appropriate fee and supporting documents.

S.7 METRIC EQUIVALENTS

At any place in this bylaw where a discrepancy occurs between the metric and imperial equivalents shown, the metric shall take precedence.

S.8 SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, it shall be severed from this Bylaw without affecting the validity of the remaining portions of this Bylaw

PART 3 - SPECIAL REGULATIONS

S.9 PARKING

- (1) The minimum number of off-street automobile parking stalls required for each use of building or development shall be as follows:

USE	NUMBER OF STALLS
(a) One and two residential units	2 per dwelling unit
(b) Multiple family residential	1.5 per dwelling unit
(c) Multiple (seniors housing) Self-contained	0.6 per dwelling unit
(d) Bed and Breakfast / boarding	1 per guest bedroom
(e) Home Business	1 per 2 employees plus no. required for business
(f) Hotels, Motels and inns	1 per guest unit
(g) Restaurants, Pubs, Cafes	1 per 4 seats +1 per employee
(h) Retail and Personal Service Shops (including strip Malls)	1 per 17 sq.m (183 sq.ft) Gross Leaseable Area

- | | |
|--|--|
| (i) Museums, Government and Other offices, Medical & Dental | 1 per 30 sq. m (377 sq. ft) Gross Leaseable Area |
| (j) Theaters, churches, tours and Other places or means of public assembly | 1 per 4 seating spaces or persons assembled at peak times, except as under (6) of this Section |
| (k) Schools | 1 per employee plus 10 for visitors |
| (l) Service Stations | 4 plus 2 per service bay |
| (m) Marinas and Wharfage (transient accommodation) | 1 per 2.5 berths, and none for owner-occupied berth; |
| (n) Drive-In- Business | 8 except where more required according to minimum area requirements of this section |
| (o) Industries except (p) below | 1 per 3 employees |
| (p) Equipment storage, warehouses | 1 per 80 sq.m (861 sq. ft.) |
- (2) In case of a use not specified in (1), the number of stalls provided shall be the same as for the most similar use prescribed in (1).
 - (3) Where there is more than one use of a building or development, the required number of stalls shall be the sum of the requirements for each of the uses prescribed in (1), calculated separately.
 - (4) Where there is a fractional number of parking spaces required by this bylaw, the next highest number of stalls shall be provided.
 - (5) Where coaches are scheduled to serve tours or public assembly places, adequate off-street passenger drop-off for coaches shall be provided, and signed as such, within 150m (429 ft) of the assembly place, and parking areas for coaches awaiting passengers shall be provided in the vicinity.
 - (6) Where public and private transportation (coaches, airplanes, cruise ships, etc) are the means for pedestrian arrival and departure, the minimum number of parking stalls required may be reduced accordingly.
 - (7) There shall be no parking of automobiles, trailers, trucks, buses, motor homes, or any other vehicles on public property, including public roads and road rights-of-way, except where parking has been clearly designated and signed as permissible in a particular area. Violations are subject to tow away and fines.

S.10 LOCATION OF PARKING SPACES REQUIRED

- (1) Except for (2) and (3) below, and where parking has been provided as a public or commercially operated parking facility, all required automobile parking stalls shall be located on the lot or site containing the use for which they are provided.
- (2) Notwithstanding (1), on other than residential property an owner of (and or a group of such owners may pool his or their required off-street parking stalls within one or more parking

facilities and may thereby fulfill the requirements of S.9 provided that the facility is within 500m (1635 ft) of the use or uses they serve.

- (3) Where an off-site provision of parking has been made under (2), a restrictive covenant in favor of the Regional District of Mount Waddington must be registered against the lot with the parking restricting the use of the lot, or a portion of it to a parking use to the extent required by this bylaw with respect to the lot or lots on which the use or uses are located. The owners of the lots involved shall also execute and register in the Land Titles Office an easement satisfactory to the Regional District of Mount Waddington securing the use of the parking spaces for the owner or owners of the lot or lots on which the use or uses are located.
- (4) Clause (3) does not apply where the off-site provision of parking made under Clause (2) has been satisfied under the provisions or bylaws of a Condominium, Strata or Bare Land Strata Development
- (5) In residential zones, parking stalls shall not cover more than 40% of any setback areas required in Part 5, ZONE REGULATIONS of this bylaw.

S.11 MINIMUM PARKING FACILITY DIMENSIONS

- (1) The dimensions of maneuvering aisles and parking stalls shall be in accordance with the following minimum requirements:

Parking Angle	Stall Width	Stall Depth	Aisle Width	
			One Way	Two Way
Parallel	2.6m (8'6")	6.7m (21')	3.4m (11'2")	4.4m (15'2")
45 degrees	2.8m (9'3")	5.8m (19')	3.6m (11'10")	_____
60 degrees	2.8m (9'3")	6.1m (20')	5.6m (18'04")	_____
90 degrees	2.8m (9'3")	5.5m (18')	7.0m (23'00")	7m (23'0")

- (2) Where the width of a parking stall abuts any permanent structure higher than 0.2m (8") in height, at any point in the front 3.6m (12ft) of the stall (measured along that side of the stall) the minimum width of the stall shall be 0.3m (1ft) wider than the normal required width.

S.12 OFF-STREET LOADING

- (1) Off-street parking spaces shall not be considered for off-street loading nor shall off-street loading spaces be considered for off-street parking.
- (2) Where a proposed development will, from time to time, require pick-up or delivery of commodities, adequate space for the loading and unloading of same shall be provided and maintained on the site.

S.13 SURFACING OF PARKING AND LOADING AREAS

All parking and traveling areas must be of hard durable surface such as asphalt or well-packed gravel that does not produce mud or dust.

S.14 GRADIENT OF PARKING AND LOADING AREAS

No parking or loading area shall have a gradient in any direction of greater than 10%.

S.15 DRAINAGE

- (1) All parking and loading area sites in the proximity of buildings and structures in residential, commercial and industrial areas, and where there is a frequent passage of people, shall be so graded and drained as to dispose of all surface water.
- (2) In all cases, site grades shall be established to conduct surface and storm water runoff to a cistern, ditch or drain in such a way as to prevent flow from one site to the next, except where drainage conforms to local or subdivision drainage plan approved by the Region.
- (3) On properties containing a cliff, all surface drainage and sewage disposal systems shall be directed away from the cliff edge, except where communal drainage systems have been formally designed and accepted as a part of development.

S.16 SIGNS

- (1) No private sign shall overhang or be placed on public property, nor shall it be of such size or design as to obstruct the vision of persons using roads in the proximity of the parcel.
- (2) No flashing, animated or interiorly illuminated sign shall be placed in a development where it would affect residents in adjacent housing or residential districts.
- (3) Major signs advertising a business or commodity shall be limited to one per site.

S.17 FENCING

- (1) All structures, buildings, or uses under construction or otherwise, which would be dangerous and easily accessible, shall be adequately fenced or otherwise barriered from public access, and no electrification offences will be permitted on any site.
- (2) Except to ensure an adequate barrier for the purpose of Clause (1), in any district, a person shall not construct a fence or wall of higher than 2m (6'6") nor shall use barbed wire below the height of 2m (6'6").

S.18 GENERAL REQUIREMENTS FOR ELEVATIONS AND SETBACKS

General requirements for elevations and setbacks apply to the following lands legally

described as:

Parcel Identifier: 009-867-112 District Lot 79, Rupert District Except
That Part In Plan 49316 and VIP60383 **AND** Parcel Identifier:
023-160-586 Lot 2, District Lot 79, Rupert District, Plan VIP61691

- (1) Floating structures or buildings are permitted within the protected waters of Telegraph Cove and the adjacent lagoon in accordance with the permitted uses defined in C1 - Commercial and CT - Commercial of Bylaw 497. See attached area Schedule A. The level of any habitable floor or surface intended for walking, and built above the level of the water in Telegraph Cove and the adjacent lagoon, shall be no less than .5m (1.63 ft) above the tide for floating structures or buildings and .5m (1.63 ft) above the highest tide for other structures or buildings. Highest tide is determined as 17.5 feet above zero tide.
- (2) Notwithstanding Clause (1), the level of any habitable floor in areas outside Telegraph Cove and the adjacent lagoon shall be no less than 1.5m (5.0ft) above the highest tide or flood level.

- (3) Except for adjacent lands within 75 m (250 feet) of the protected waters of Telegraph Cove and adjacent lagoon in which case no setback is required, the minimum setback for buildings and structures shall be 7.5m (24.6ft) from the present natural boundary of any waterbody, watercourse or the sea provided also that the elevations required in Clause (1) and Clause (2) also apply.
- (4) Notwithstanding Clause (3) where fill is required to achieve the elevations required in Clause (1) or Clause (2) the fill must be adequately protected against erosion by flood waters, or other waters.
- (5) Temporary buildings and structures such as boardwalks, marinas or breakwaters on private lands or on, or adjacent to water surface areas leased for wharfs, piers, fuel sales or other moorage facilities, are not subject to approval by the Regional District of Mount Waddington when other government agency approval is required.
- (6) The minimum setback for sewage disposal fields from the natural boundary of any lot lines, lake, watercourse or the sea, shall be as required by the Regional District of Mount Waddington and other government agencies.
- (7) Areas of land that may become subject to flooding, erosion or landslip may be designated as "tree cutting permit areas" in conformance with 8.970 of the Municipal Act.
- (8) Where areas are designated as "tree cutting permit areas" no cutting of trees shall be permitted except where a permit has been obtained and where it has been determined that flooding, erosion or landslip will not occur as a result of the cutting of trees.
- (9) Notwithstanding other requirements of this bylaw, no building or object of more than 1m (3.3 ft) in height shall exist within the triangular area formed by intersecting road rights-of-way and a straight line joining the points on a line 9m (29.5 ft) from the intersection of the rights-of-way.

PART 4 - GENERAL ZONE REGULATIONS

S.19 USES PERMITTED IN ALL ZONES

The following uses are permitted in all zones in addition to the uses permitted under (2) of each zone in Part 5 of this bylaw:

- (a) Public and Private Utilities: Water; Storm Sewer and Sewer facilities; Landfill Sites and Excavation Areas as shown on an Area Plan or on servicing plans undertaken in the development of the Telegraph Cove Holdings Ltd. Lands or adjacent zoned waters.
- (b) Parks and Recreation facilities.
- (c) "Tree Cutting Permit Areas" or other reserves required by the Regional District of Mount Waddington, or under the terms of a contract or the bylaws of a strata corporation.
- (d) General development works of the site.

S.20 USES PROHIBITED IN ALL ZONES

(1) The following uses are prohibited in all zones:

(a) Fish farms

(b) Fish processing plants

(c) Disposal of effluent from the pumping out of sewage facilities onto land (except Lot or by marine outfall, except for disposal facilities operated by a government body agency or private utility

(d) Disposal of toxic waste in marine areas and on land;

(e) Storage of waste and salvage material, except where required on a designated construction related site, or as permitted and approved as a Regional, Community or private utility operated facility.

(f) Storage or activity which constitutes a danger, or which constitutes an annoyance due to their being uncharacteristic of the area, to persons on the site, on public property, or on any other site by reason of the generation of:

(1) noise or vibration

(2) dust or other particulate matter

(3) smoke or odors

(4) toxic or noxious matter

(5) radiation hazards

(6) fire or explosive hazards

(7) humidity heat or glare

(8) waterborne or airborne waste

(9) water or steam

(10) electrical interference

(g) Any building, structure, use or development which would contravene S.18 of this Bylaw.

(2) Except as an approved Community or Government Facility or as a permitted or accessory use,(except as required by Telegraph Cove Holdings in the initial development of the property) no parcel shall be used principally for the wrecking or storage of derelict vehicles or equipment or as a junkyard, and no owner or tenant shall permit such vehicles, equipment or junk to remain on a parcel.

(3) No person shall use or permit to be used an accessory building as a residence except as specifically permitted in this bylaw.

S.21 HEIGHT REGULATIONS

(1) Except for buildings or structures otherwise regulated in this S.21, the maximum height above the grade level of any single family residence, excluding devices not structurally essential to the building, shall be 9m (29 ft 6 in).

(2) The maximum height of accessory buildings and structures shall be 6m (19ft 8in),excluding secondary suites and garages.

- (3) The height limits set out in this S.21 do not apply to any multi-family commercial or institutional buildings or to any radio or television antenna or tower, flagpole, lightning pole, utility pole or water storage tank.

S.22 LOT SIZE EXCEPTIONS

- (1) The minimum lot sizes in any zone are as regulated in that zone.
- (2) Notwithstanding minimum lot size requirements of PART 5 - ZONE REGULATIONS of this bylaw, to facilitate the planning, subdivision and development of those lands proposed to be served by Community Sewer and Water Facilities, those lands may be subdivided to the minimum size permitted for serviced lots, provided that a covenant be registered against the title of each lot created to prevent the construction of any habitable buildings on that lot until the Ministry of Health or the Ministry of Environment have approved appropriate sewage disposal facilities for the lot.
- (3) The minimum lot sizes specified in this bylaw do not apply where:
 - (a) the lot is to be used as a 'Utility Lot' or is shown as a 'Park' on the subdivision plan; or
 - (b) the purpose of the subdivision is to consolidate two or more lots; or
 - (c) the subdivision would adjust the boundary between two or more lots, where no additional lots are created and where no lot is increased in area to the extent that it could be subdivided further.

S.23 HOME OCCUPATIONS

- (1) Where Home Occupations are permitted in a residential zone, the owner or operator of the business must:
 - (a) not employ more than two persons in the business who are not residents of the dwelling unit in which the business is operated, nor employ more than five persons in total including the owner or resident of the dwelling unit;
 - (b) not use or store flammable or explosive materials or products in the business;
 - (c) not use any equipment or process in the business that would constitute a danger or annoyance in contravention to S.20 (1) (e) of this bylaw;
 - (d) provide parking and loading in accordance with Part 3 of this bylaw.
- (2) No Home Occupation shall be a salvage or junk business or any use prohibited by S. 18 of this bylaw.
- (3) No Home Occupation shall generate pedestrian or vehicular traffic or parking in excess of that which is characteristic of other uses in the zone in which it is located.

S.24 BED AND BREAKFASTS

- (1) Bed and Breakfasts must:
 - (a) comply with the requirements of S.23;
 - (b) provide only temporary accommodation for the traveling public;
 - (c) not provide kitchen or toilet facilities to be used for guests outside the principal dwelling on the lot; and
 - (d) serve no more than two meals and one bagged lunch per day to each guest accommodated overnight.
- (2) There shall be no more than four bedrooms to accommodate the traveling public in Bed and Breakfasts and there shall be no more than two beds per bedroom except for a cot for a child under the age of five.
- (3) Appropriate washroom and toilet facilities shall be provided to the extent of at least one washbasin and one toilet for each two guests (and one child under the age of five years) for which the Bed and Breakfast is developed to accommodate.

S.25 SITE STANDARDS

- (1) Where residential developments are proposed as comprehensive projects or strata developments, architectural controls establishing site standards and separation spaces for exterior walls, doors and windows shall be undertaken before the development.
- (2) Architectural controls established for a site shall be registered as a covenant against each of the titles to which it applies.

PART 5 - ZONE REGULATIONS S.26 ZONES

The Telegraph Cove Holdings Ltd. land is hereby divided into the following zones:

SHORT FORM	DISTRICT DESCRIPTION
RS	RESIDENTIAL -Single Unit / Low Density
RH	RESIDENTIAL -Multiple Unit / Higher Density
RM	RESIDENTIAL -Mobile / Modular Homes
RV	TOURIST -Recreation Vehicles
C1	COMMERCIAL -Class One / Retail and Service
CT	COMMERCIAL -Tourist / Retail. Service & Education
M1	MARINE -Limited Access
M2	MARINE -Permitted Access
P1	PARK -Conservation / Private Use
P2	PARK -Golf Course
P3	PARK -Recreation / Private Use
P4	PARK -Recreation:/Non-Profit

S.27 TELEGRAPH COVE HOLDINGS LTD. ZONE MAP

- (1) The location and extent of the zones described in S.26 are shown on the TELEGRAPH COVE HOLDINGS LTD. ZONE MAP which is an integral part of this bylaw.
- (2) The location of the boundary of any zone is deemed to be the surveyed lot boundary or the centerline of a road, creek or stream where there is a surveyed plan or legal description.
- (3) Where there is no survey plan or legal description, the boundary of a zone is deemed to be the natural boundary.
- (4) Unless otherwise indicated in this bylaw. Marine zone boundaries extend from the natural boundary of the sea 50m (164 ft) seaward.
- (5) Where a lot is designated as having more than one zone or the location of any zone boundary cannot be clearly located according to Clauses (2), (3) or (4) above, then it shall be determined by the scale of the map.
- (6) Where subdivision, lease or government 'license of occupation' occurs on the basis of an approximate zone boundary, then the zone boundary shall be the new legal boundary of the plan or legal description.
- (7) The ZONE REGULATIONS of this bylaw do not apply to roads, lanes or other public thoroughfares.

S.28 RS - RESIDENTIAL - Single Unit / Low Density

- (1) General Purposes

This zone is generally intended to provide for residential lots of 800 sq.m (.2 acres) or more in size, principally for one residence or duplex per lot. Lots may be created as bare land strata titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

- (2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Residence including manufactured homes, but not mobile homes
- (b) Secondary Suites
- (c) Home Occupations
- (d) Bed and Breakfasts
- (e) Accessory uses
- (f) Recreation

- (3) Development Regulations and Density for Permitted Uses

- (a) One residential dwelling unit or duplex building is permitted on each lot. Recreation Vehicles may be sited on lots as residences only during the normal construction period of building or placing dwellings on parcels.

- (b) Coverage by all buildings shall not exceed 30% of any lot.
- (c) Accessory buildings shall have a total floor area of no more than 70 sq.m (750 sq ft).
- (d) The raising of farm animals and poultry is not permitted. Nor is the raising of any animal for commercial purposes.
- (e) Bed and Breakfasts are subject to S.24 of this bylaw.
- (f) Commercial and Tourist Commercial uses will be permitted as principal uses on lots subject to the regulations of this bylaw.

(4) Minimum Setbacks

(a) The minimum setbacks for buildings and accessory structures in normal subdivisions shall be:

1. 8m (26.2 ft) from all front lot lines,
2. 4m (13 ft) from all rear lot lines,
3. 1.8m (5.9 ft) from all side lot lines, and
4. such other distances as required under S.20 of this bylaw

(b) The minimum setbacks for all buildings and accessory structures in bare land strata subdivisions shall be:

- (1) 8m (26.2 ft) from all front lot lines or, if it is less, 9m (29.5 ft) from the edge of the traveled portion of the road, and at least 1m (3.3ft) from the front lot line.
- (2) 4m (13 ft) from all rear lot lines.
- (3) 1.8 (5.9 ft) from all side lot lines or, if it is less, 9m (29.5 ft) from the edge of the traveled portion of the road, and at least 1m (3.3 ft) from the side lot line.
- (4) such other distance as required under S.18 of this bylaw.

(c) A lesser minimum setback will be considered where extreme grades or topographic conditions prevail.

(5) Minimum Lot Size

The minimum area of any lot being created by subdivision shall be:

(a) 670 sq. m (7,212 sq. ft) for lots served with Community Sewer and Water Facilities.

(b) No minimum size is required for a parking lot or other lots having no habitable building.

(c) No habitable building shall be permitted on the lot unless, or until, the lot is served with community sewer and water facilities and meets the minimum lot size of clause (a) above. S22 (2) also applies.

(1) General Purposes

This zone is generally intended to provide for low to medium density housing, principally for dwellings of one, two or more than two dwelling units. Lots may be created as bare land strata titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Residential including Manufactured Homes, but not Mobile Homes
- (b) Secondary Suites
- (c) Commerce as secondary uses only
- (d) Bed and Breakfast
- (e) Accessory Uses
- (f) Recreation

(3) Development Regulations and Density for Permitted Uses

- (a) One or more residential dwelling units are permitted on each lot.
- (b) Coverage by all buildings shall not exceed 40% of any lot.
- (c) Except for Community Buildings serving projects, accessory buildings shall have a total floor area of no more than 70 sq.m (750 sq ft).
- (d) Bed and Breakfasts are subject to S.24 of this bylaw.
- (e) Innovative designs incorporating docking facilities, boardwalks, and floating buildings abutting, or included as part of a housing project, will be considered on their merits with respect to construction and design.

(4) Minimum Setbacks

- (a) The minimum setbacks for buildings and structures shall be:
 - (1) 7.5m (24.6 ft) from all front lot lines or roadways,
 - (2) 6m (19.7 ft) from all rear lot lines,
 - (3) 3m, or one-half the height of the building whichever is the greater, to a maximum of 4.5m (14.8 ft) from all side lot lines.
 - (4) such greater distance as may be required under S.18 and S.25 of this bylaw and the fire and building codes.
- (b) Except as may be a part of a principal building, satellite dishes, antennas and parabolic reflectors shall be set back at least 8m (26.2 ft) from all lot lines.
- (c) Notwithstanding clause (a), innovative designs incorporating docking facilities, boardwalks and floating buildings abutting, or included as part of a housing project, will be considered on their merits with respect to setbacks permitted.

(5) Minimum Lot Size

- (a) The minimum area of any lot created by subdivision shall be 334 sq.m (3,600 sq ft) and all Lots, except lots used exclusively for parking, shall be served with Community Sewer and Water Facilities.
- (b) No minimum size is required for a parking lot or other lots having no habitable building.
- (c) No habitable building shall be permitted on the lot unless, or until, the lot is served with community sewer and water facilities and meets the minimum lot size of clause (a)

above. S22 (2) also applies.

(6) Dwelling Unit Density

There shall be a lot area of at least 334 sq. m (3,600 sq. ft) for each dwelling unit developed on a site.

(7) Landscaping and Private Areas

(a) The minimum landscaped area shall be 35% of the site.

(b) A private outdoor area of at least 18.6 sq m (200 sq. ft) shall be provided for each dwelling unit developed

(c) The regulations of clauses (a) and (b) above do not apply to lots upon which the principal use is parking.

(8) Parking

Parking shall be provided in accordance with Part 3 of the bylaw.

S.30 RM - RESIDENTIAL - Mobile / Modular Homes

(1) General Purpose

This zone is generally intended to provide for residential lots of 470 sq. m (5050 sq. ft) or more in size, principally for one standard, modular or mobile home residence per lot. Lots may be created as bare land strata titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Residences
- (b) Commerce
- (c) Accessory uses
- (d) Recreation

(3) Development Regulations and Density for Permitted Uses

(a) One residential building is permitted on each lot. Recreational Vehicles may be sited on lots as residences only during the normal period of building or placing dwellings on parcels.

(b) Coverage by all buildings shall not exceed 30% of any lot.

(c) Accessory buildings shall have a total floor area of no more than 67 sq.m (720 sq. ft) and shall not be more than one storey or 4m (13 ft) in height.

Minimum Setbacks

(a) The minimum setbacks for buildings and structures shall be:

- (1) 6m (19.7 ft) from all front lot lines, and where a building flanks on a roadway.
- (2) 3m (9.8 ft) from all side lot lines for principal buildings
- (3) 4m (13 ft) from all rear lot lines for principal buildings.
- (4) 1m (3.3 ft.) from all rear and side lot lines for accessory buildings.

- (4) Minimum Lot Size and Servicing
 - (a) The minimum area of lots shall be 470 sq.m (5,059 sq. ft).
 - (b) No minimum size is required for a parking lot or other lots having no habitable building.
 - (c) No habitable building shall be permitted on the lot unless or until, the lot is serviced with community sewer and water facilities and meets the minimum lot size of clause (a) above. S22 (2) also applies.
- (5) Parking

Parking shall be provided in accordance with Part 3 of this bylaw.

S-31 RV - TOURIST - Recreation Vehicles

- (1) General Purpose

This zone is generally intended to provide for lots upon which Recreation Vehicles are temporarily parked. Lots created as an R.V. Park need not be serviced with sewer and water provided that a common water supply and sewage dumping station is provided. Lots created as Bare Land Strata titles under the Condominium Act, or as normal subdivided lots registered in the Land Titles Office, shall be serviced by community sewer and water facilities.

- (2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Recreation Vehicles and Boat Trailers; Mobile Homes
- (b) Accessory uses including local commerce
- (c) Common area facilities: such as washrooms, laundry and resident manager accommodation
- (d) Recreation

- (3) Development Regulations and Density for Permitted Uses

- (a) Except where a service, commercial or recreation building has been provided to serve a project, one Recreation Vehicle, Boat Trailer and accessory building is permitted on each lot or assigned area.
- (b) The floor area of accessory buildings on any lot or assigned area shall not exceed 14 sq.m (150 sq. ft) and shall not be more than one storey or 2.8 m (9 ft) in height.

- (4) Minimum Setbacks

The minimum setback for all structures and buildings shall be no less than 1 m (3.3 ft) from all lot lines.

- (5) Minimum Lot Size

- (a) The minimum area of lots or sites assigned for the parking of recreation vehicles shall be 140 sq.m (1500 sq. ft).

(b) No minimum size is required for a parking lot or other lots having no habitable building.

(c) No habitable building shall be permitted on the lot unless, or until, the lot is

served with community sewer and water facilities and meets the minimum lot size of clause (a) above. S22 (2) also applies.

(6) Parking

Parking shall be provided in accordance with Part 3 of this bylaw.

S.32 C1 - COMMERCIAL- Class One / Retail and Service

(1) General Purpose

This zone is generally intended to provide sites for retail and service outlets (including marine and associated businesses) which offer a variety of goods and services that are not provided for in other zones. These lots are located primarily in areas that are readily accessible to permanent and seasonal residents. Lots may be created as Bare Land Strata Titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses are permitted only where they have been approved for lease or development by Crown agencies when such approval is required:

- (a) Retail stores
- (b) Personal and Business Services including mini-storage facilities
- (c) Offices and Government Buildings and Institutional uses
- (d) Indoor and Outdoor Eating Establishments, and Pubs
- (e) Drive-In and Drive-Through Businesses including car washes and boat washes
- (f) Theaters and Indoor Entertainment Establishments
- (g) Bakeries
- (h) Schools, Clubs, Lodges and Places of Worship
- (i) Motels, Hotels, Inns, Hostels and Condominiums
- (j) Recreation
- (k) Boat Repairs and Storage
- (l) Parking as a principle use
- (m) Helipad
- (n) Accessory Buildings and Parking facilities including associated residence
- (o) Trade, Conference and Convention facilities
- (p) Recreational Vehicle parks and campgrounds

(3) Development and Setback Regulations for Permitted Uses

- (a) The maximum site coverage by all buildings shall be 75% and there shall be:
 - (1) an adequate provision for loading and garbage facilities
 - (2) setbacks as required by S.18, and the fire and building codes for access, and with regard to existing adjacent developments, and
 - (3) minimum setbacks for all buildings of 8m (26.2 ft) from the front lot lines except for gas pumps and canopies, propane or fuel tanks, and accessory buildings of 14 sq.m (150 sq. ft), or less,
 - (4) no setback is required from the rear and side lot lines.

(4) Minimum Lot Size

(a) The minimum area of any lot created by subdivision is 670 sq.m (7,200 sq.ft). Lots shall be not less than 18m (59 ft) on a single fronting line and shall be served by Community Sewer and Water Facilities.

(b) No minimum size is required for a parking lot or other lots having no habitable building.

(c) No habitable building shall be permitted on the lot unless, or until, the lot is served with community sewer and water facilities and meets the minimum lot size of clause (a) above. S22 (2) also applies.

(c) Clause (a) above does not apply to Strata Titles created under the Condominium Act for the purpose of creating mini-storage units or Recreation Vehicle spaces for ownership or rental.

(5) **Parking and Access**

Parking shall be in accordance with Part 3 of this bylaw, and adequate unrestricted access shall be provided as required in 3 (a) (2) of this section.

S.33 CT - COMMERCIAL - Tourist / Retail, Service and Education

(1) **General Purpose**

This zone is generally intended to provide sites for tourist oriented and educational developments of local, regional or wider significance, and for uses accessory to the main developments. Lots may be created as Bare Land Strata Titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

(2) **Permitted Uses**

The following uses only are permitted in this zone:

- (a) Those uses permitted in the C1 zone
- (b) Marinas, Commercial Resorts and Tour Facilities
- (c) Science, Cultural, and Education Centers and Offices
- (d) Arts and Crafts, and Personal Services
- (e) Residential where considered an accessory use

(3) **Development and Setback Regulations**

(a) The maximum site coverage by all buildings shall be 100%.

(b) There shall be and adequate provision for loading and garbage facilities.

(c) All lots in this zone shall be served by Community Sewer and Water Facilities.

(d) Clause (c) does not apply to Parking Lots or other uses having no habitable buildings, or to Strata Titles created under the Condominium Act for the purpose of creating marinas boat slips or mini-storage units for ownership or rental.

(4) **Minimum Lot Size**

(a) The minimum area of any lot created by subdivision is 670 sq.m (7,200 sq ft). Lots shall be not less than 18 m (59 ft) on a single fronting lot line and shall be serviced by Community Sewer and Water Facilities.

(b) No minimum size is required for a parking lot or other lots having no habitable building.

(c) No habitable building shall be permitted on the lot unless, or until the lot is served with community sewer and water facilities and meets the minimum lot size of clause (a) above. S22 (2) also applies.

(d) Clause (a) above does not apply to Strata Titles created under the Condominium Act for the purpose of creating lots for boat trailers, campers and recreation vehicles, for parking only, in which case the minimum size of the lot is 34 sq.m (366 sq. ft), or for mini-storage units for ownership or rental where no minimum applies.

(5) Parking and Access

Parking shall be in accordance with Part 3 of this bylaw, and adequate unrestricted access shall be provided as required in Clause 3 (b) (2) of this section.

S.34 M1 MARINE - Limited Access

(1) General Purpose

This zone is generally intended to permit marine access to the shore of the Telegraph Cove Holdings Ltd- Land only for the private use of residential uses permitted on upland lots abutting the foreshore.

(2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Boat launch and anchorage for private use.
- (b) Marine navigational aids.
- (c) Docks, piers, wharves, and floats for private use to access, and which are necessary to, residential and commercial uses or developments permitted on the upland lots abutting the foreshore.

(3) Buildings and Structures Prohibited

No breakwaters, fill material, groins or changes to the configuration or surface of the foreshore or lands underwater shall be undertaken except as may be allowed as a condition of a permit to facilitate Clause (2) (c) of this section.

S.35 M2 MARINE - Permitted Access

(1) General Purpose

This zone is generally intended to allow marine activities to the extent permitted in this zone and to provide access to the shore for public and private uses permitted on adjacent zones to the Telegraph Cove Holdings Ltd. Land.

(2) Permitted Uses

- (a) Marinas
- (b) Strata Titles created under the Condominium Act for the purpose of creating lots for dwelling units, commercial space, boat moorage slips, etc.
- (c) Seaplane moorage and anchorage
- (d) Government or private wharves and breakwaters
- (e) Boat rentals, sales and repairs
- (f) Boat launching, ramps, anchorage and moorage

- (g) Marine fuel sales
- (h) Marine navigational aids

- (i) Private lockers and storage facilities
- (k) Cruise and tour vessel facilities
- (l) Recreation Uses
- (m) Uses accessory to the above uses

(3) Parking

Motor vehicle parking must be provided for all permitted uses in accordance with Part 3 of this bylaw.

(4) Foreshore Access

Markers and signs identifying the uses permitted in the zone are allowed and public access as required in subdivision approvals shall not be impeded.

S.36 MARINE - Requirement to Comply

Except as specifically permitted by this bylaw, or until a permit has been issued where one is required, no areas within zones M1 and M2 within 50m (164 ft) of the shore of the land shall be subdivided, developed, used or occupied. Nor shall any buildings, structures or floats be constructed, altered, located, erected or anchored on that land or water except as conforms to this bylaw.

VIOLATIONS

Every person commits an offence who, being an owner or occupier of land, or on the surface of water within 50m (164 ft) of the shores of the land:

- (a) violates or permits the violation of this bylaw, or
- (b) negates or omits to do anything required by this bylaw, or
- (c) carries out any act or development in a manner not permitted by, or that is contrary to the provisions of this bylaw, or
- (d) fails to comply with an order, directive or notice given under this bylaw, or
- (e) prevents, obstructs or attempts to prevent or obstruct a person from entering on property as authorized under S.3 (2) of this bylaw.

S.37 P1 - PARK - Conservation / Private Use

(1) General Purpose

This zone is generally intended to provide zoning on sensitive slopes and treed areas for the passive recreational or private recreational use of all people owning lands or using facilities within the Telegraph Cove Holdings Ltd Area. Lots may be created as Bare Land Strata Titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Nature walks, trails and educational uses
- (b) Telecommunication towers and facilities
- (c) Signs identifying park related matters
- (d) Minor buildings and structures serving recreation and boating uses
- (e) Accessory uses and structures

(3) Minimum Lot Size

The minimum area of any lot is 2 ha (5 acres).

(4) Parking

Where limited use of lands has been permitted and developed, parking shall be provided in accordance with Part 3 of this bylaw.

S.38 P2 - PARK - Golf Course, Recreation

(1) General Purpose

This zone is generally intended to preserve areas suitable for development as a golf course. Lots may be created as Bare Land Strata Titles under the Condominium Act or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Golf Course Development
- (b) Uses accessory to the Golf Course, including housing, retail and restaurant buildings and structures.
- (c) recreational / leisure activities such as camping
- (d) plant nursery

(3) Minimum Lot Size

(a) The minimum area of any lot created by subdivision is 670 sq.m (7.200 sq. ft), Lots shall be not less than 18m (59 ft) on a single fronting lot line and shall be served by Community Sewer and Water Facilities.

(b) No minimum size is required for a parking lot or other lots having no habitable building.

(c) No habitable building shall be permitted on the lot unless, or until, the lot is served with community sewer and water facilities and meets the minimum Lot size of clause (a) above. S22 (2) also applies.

(4) Parking

(a) The number of parking stalls shall be provided to the extent of one stall per two golfers at peak time, except that the projected number of local users walking to the site shall also be taken into account at the time of development.

(b) Parking shall be provided for all uses in accordance with the requirements of Part 3 of this bylaw.

S.39 P3 - PARK - Recreation / Private Use

(1) General Purpose

This zone is generally intended to provide zoning on treed areas for private recreational, nature, boating and associated facilities. Lots may be created as Bare Land Strata Titles under the Condominium Act, or as normal subdivided lots as registered in the Land Titles Office.

(2) Permitted Uses

The following uses only are permitted in this zone:

- (a) Nature walks, trails and educational use
- (b) Signs identifying park related matters
- (c) Buildings and structures serving recreation and small boating uses
- (d) Transient cabin or camping facilities
- (e) Accessory Residences
- (f) Hostels
- (g) Accessory uses and structures including pavilion, bath and laundry facilities, and the storage of small boats.

(3) Minimum Lot Size

(a) The minimum area of any lot created by subdivision is 720 sq.m (7.750 sq. ft). Lots shall be not less than 18m (59 ft) on a single fronting lot line and shall be served by Community Sewer and Water Facilities.

(b) No minimum size is required for a parking lot or other lots having no habitable building.

(c) No habitable building shall be permitted on the lot unless, or until, the lot is served with community sewer and water facilities and meets the minimum lot size of clause (a) above. S22 (2) also applies.

(4) Parking

Where limited use of lands has been permitted and developed, parking shall be provided in accordance with Part 3 of this bylaw.

S.40 P4 PARK - Recreation / Non-Profit

(1) General Purpose

This zone is generally intended to provide zoning for the Johnstone Strait Killer Whale Interpretive Centre under the auspices of the Johnstone Strait Killer Whale Interpretive Centre Society, and/ or for other non-profit organizations such as B.C. Parks.

(2) Permitted Uses

The following uses are permitted in this zone:

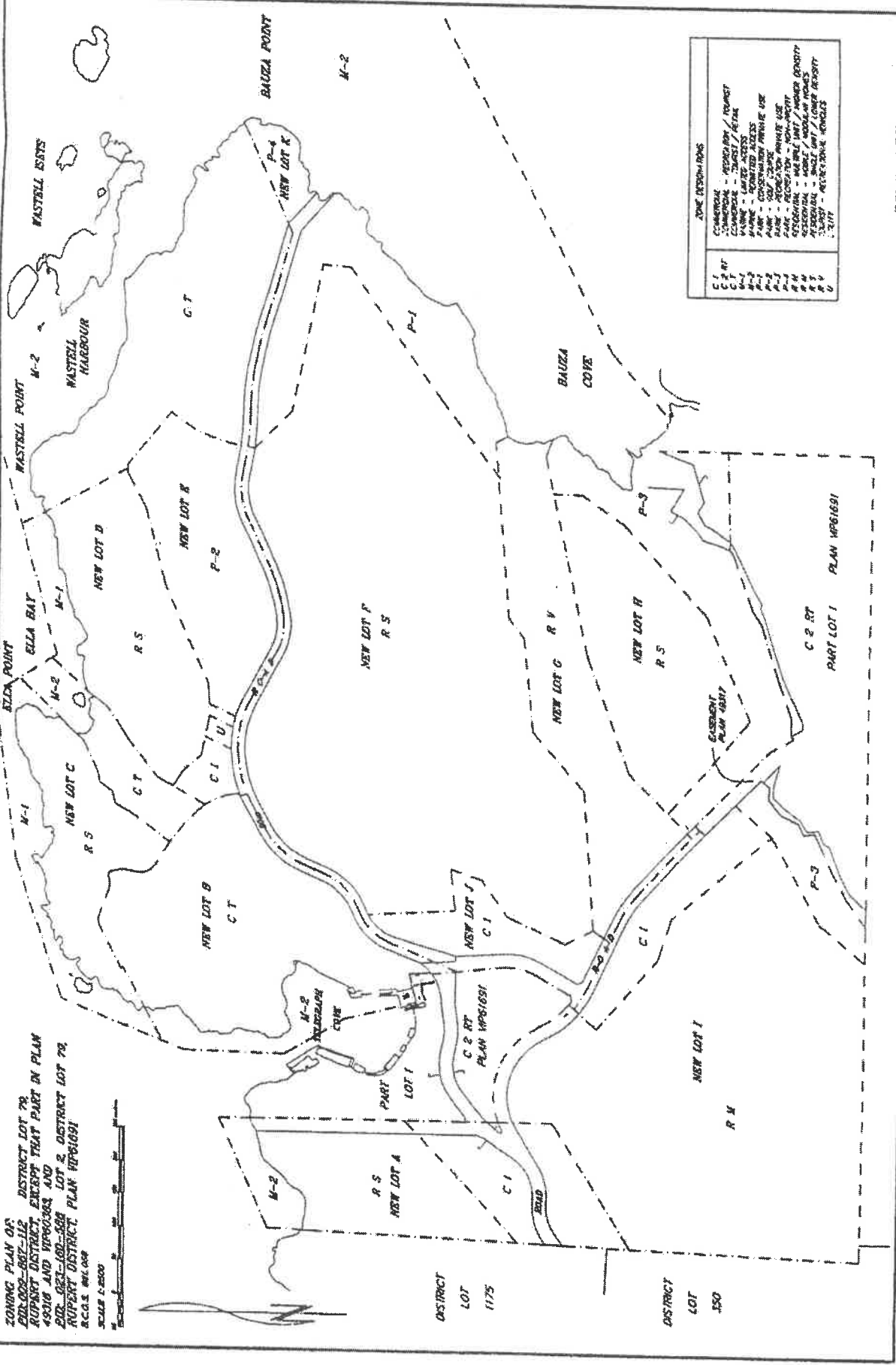
- (a) building and structures serving educational, recreation and research uses
- (b) nature walks and trails
- (c) signs identifying whale center and park related matters
- (d) dormitory facilities to accommodate researchers and or employees of the site specific activities

(3) Parking

Parking shall be provided for all uses in accordance with the requirements of Part 3 of this bylaw.

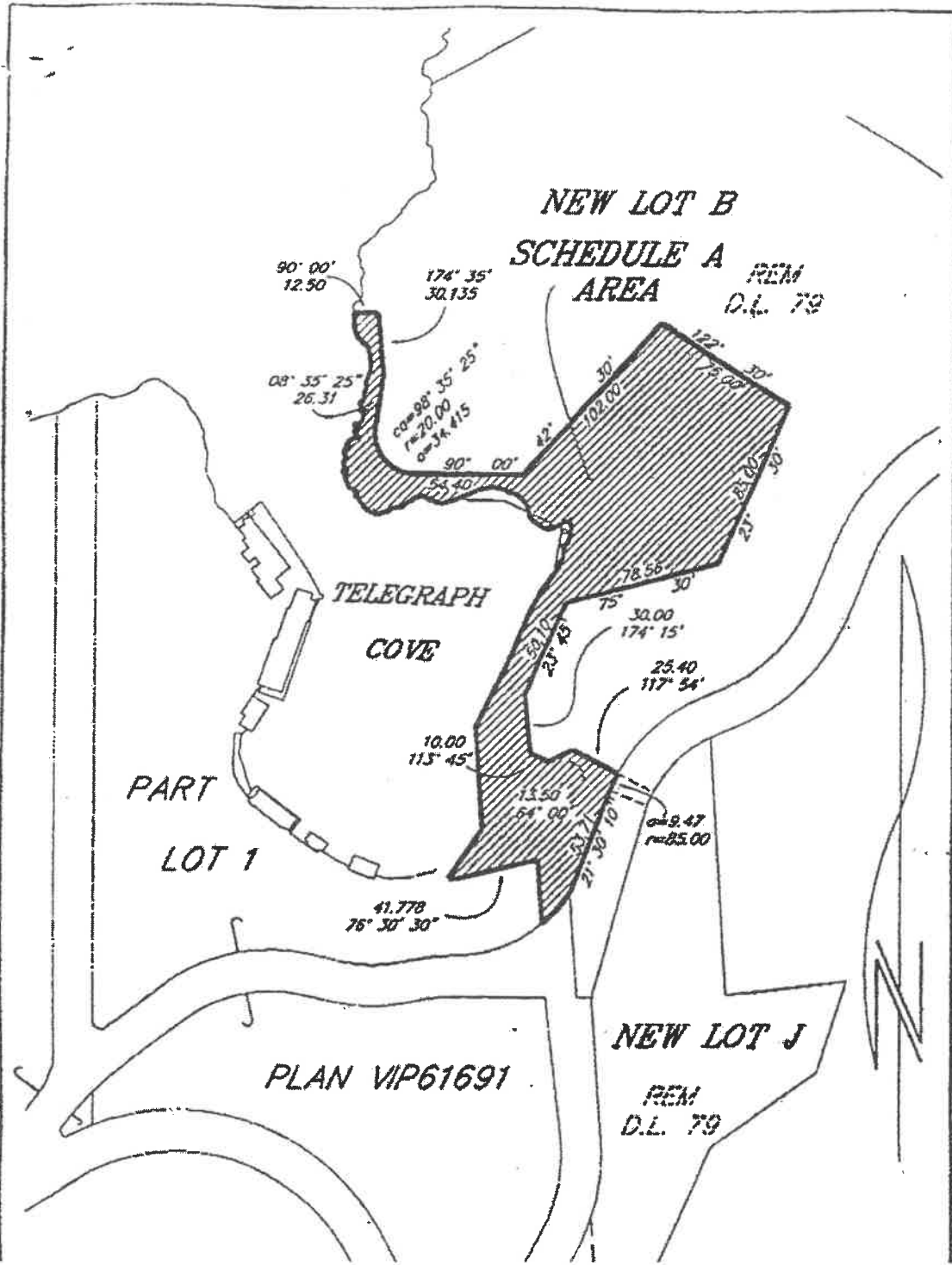
- "

ZONING PLAN OF
 DISTRICT LOT 79
 200,000-667-112
 RUPERT DISTRICT, EXCEPT THAT PART IN PLAN
 49318 AND W900363 AND
 210, 621-600-588 LOT 2, DISTRICT LOT 78
 RUPERT DISTRICT, PLAN W916191
 S.C.O.S. 1961, 1962
 SCALE 1:2500



ZONE DESIGNATIONS

C-1	COMMERCIAL - GENERAL
C-2	COMMERCIAL - LIMITED ACCESS
C-3	COMMERCIAL - LIMITED ACCESS
C-4	COMMERCIAL - LIMITED ACCESS
C-5	COMMERCIAL - LIMITED ACCESS
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C-99	COMMERCIAL - LIMITED ACCESS
C-100	COMMERCIAL - LIMITED ACCESS



PLAN TO ACCOMPANY TELEGRAPH COVE HOLDINGS LTD. LAND USE BYLAW No. 497 (Section 18 - General Requirements for Elevations and Setbacks).

SCALE 1:2500



Drawn by
SAFETY LAND SURVEYING INC.
 Civil, Geomatics Land Surveyors
 7030 Sheppard Avenue
 Port Huron, S.C.

FILE: H791

EXHIBIT 03a



REGIONAL DISTRICT OF MOUNT WADDINGTON

BYLAW NO. 755

A BYLAW TO AMEND "TELEGRAPH COVE HOLDINGS LTD. LAND USE BYLAW NO. 497, 1999."

WHEREAS the Regional District of Mount Waddington has the "Telegraph Cove Holdings Ltd. Land Use Bylaw No. 497, 1999." In accordance with Part 26 of the *Local Government Act*,

NOW THEREFORE the Board of the Regional District of Mount Waddington, in open meeting assembled, hereby enacts as follows:

1. This bylaw shall be cited for all purposes as the "Telegraph Cove Holdings Ltd. Zoning Amendment Bylaw No. 755, 2007."
2. The area legally described as the remainder of Lot C, Plan VIP71975, DL: 79, Rupert District, Electoral Area 'D' shown on Schedule "A", which is attached to and forms part of this bylaw, is hereby rezoned from Commercial (CT) to Residential – Single Unit / Low Density (RS) and Residential – Multiple Unit / Higher Density (RH).
3. Section 29 (5) (a) is hereby replaced with the following:

"There shall be a lot area of at least 670 sq. m. (7,212 sq. ft) and all lots, except lots used exclusively for parking, shall be served with Community Sewer and Water Facilities."
4. If any provision of this Bylaw is found invalid, such provision is severable and shall not affect the validity of the remainder of the Bylaw.

READ A FIRST TIME THIS 18TH DAY OF SEPTEMBER, 2007.

READ A SECOND TIME THIS 18TH DAY OF SEPTEMBER, 2007.

PUBLIC HEARING HELD THIS 16TH DAY OF OCTOBER, 2007.

READ A THIRD TIME THIS 16TH DAY OF OCTOBER, 2007.

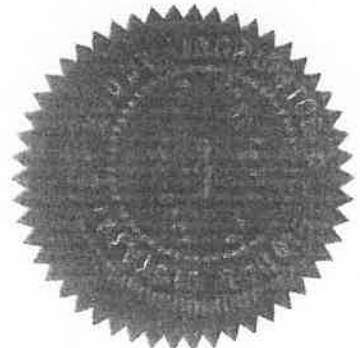
ADOPTED THIS 16TH DAY OF OCTOBER, 2007.



SECRETARY



CHAIRPERSON



Bylaw 755 : Schedule "A"
 To Amend Telegraph Cove Holdings Ltd. Land Use Bylaw No. 497, 1999.

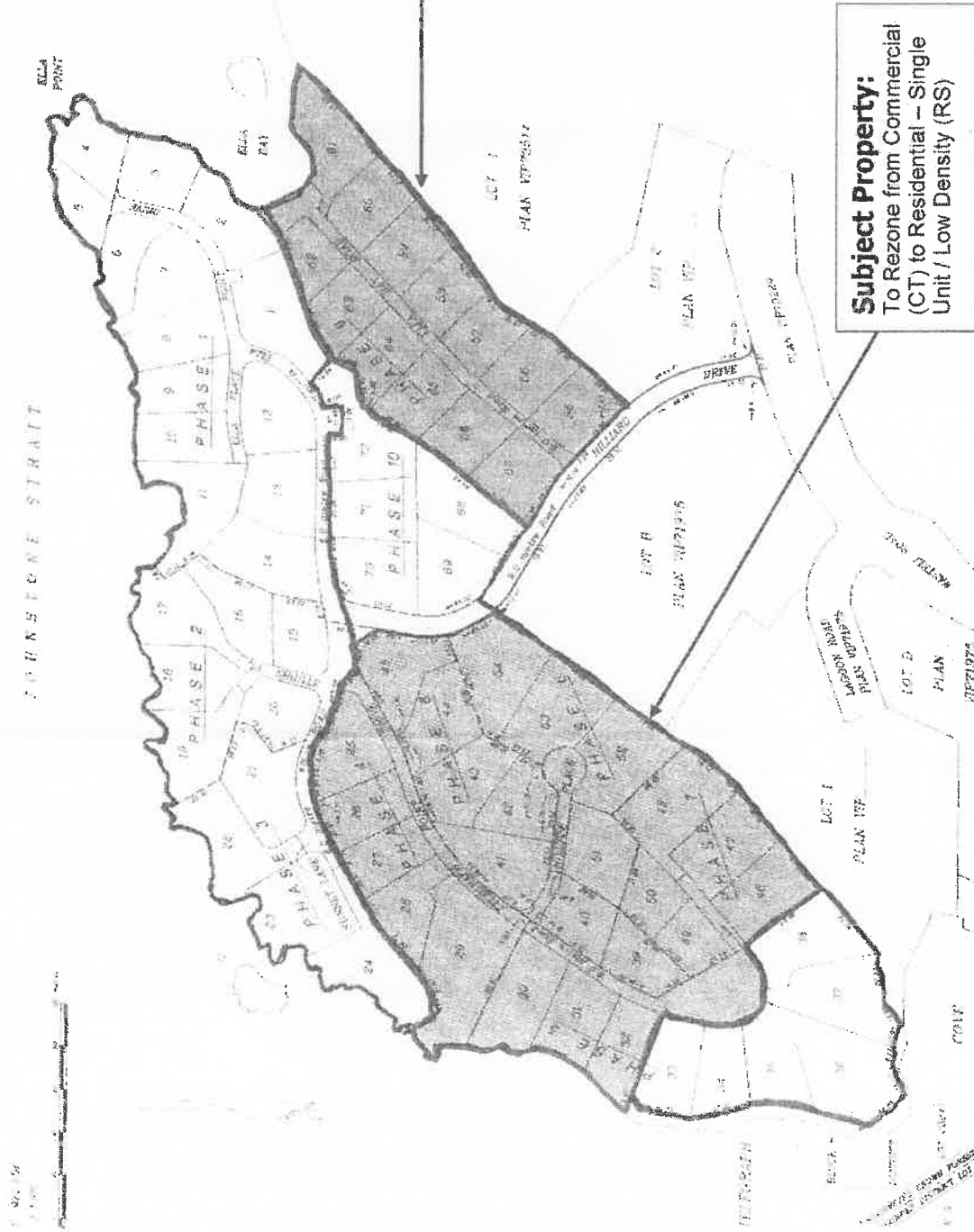


EXHIBIT 03b



**REGIONAL DISTRICT OF MOUNT WADDINGTON
BYLAW NO. 785**

A bylaw to amend "Telegraph Cove Holdings Ltd. Land Use Bylaw, No. 497"

WHEREAS the Regional District of Mount Waddington has received a rezoning application to rezone the parcels shown on Schedule "A" which is attached to and forms part of this bylaw:

NOW THEREFORE the Board of the Regional District of Mount Waddington, in open meeting assembled, hereby enacts as follows:

1. This bylaw shall be cited for all purposes as the "Telegraph Cove Holdings Ltd. Zoning Amendment Bylaw No. 785, 2009".
2. As shown on Schedule "A", the zoning designations are hereby changed as follows:
 - a) from Commercial – Tourist/Retail, Service and Education (CT) to Residential – Single Unit/Low Density (RS): Portions of Lot 1, DL 79, Rupert District, Plan 73514.
 - b) from Commercial – Tourist/Retail, Service and Education (CT) to Residential – Multiple Unit/Higher Density (RH): Lot 1, Block I, Plan 74294, DL 79, Rupert District; Lot D, Plan 71975, DL 79, Rupert District; Lot E, Plan 71975, DL 79, Rupert District; and Portions of Lot 1, Plan 73514, DL 79, Rupert District.
 - c) from Commercial – Class One/Retail and Service (C1) to Residential – Multiple Unit/Higher Density (RH): Lot B, Plan 84787, DL 79, Rupert District.
 - d) from Commercial – Class One/Retail and Service (C1) to Residential – Single Unit/Low Density (RS): Portions of Lot 1, DL 79, Plan VIP 73514.
3. The "Telegraph Cove Holdings Ltd. Land Use Bylaw No. 497" is hereby amended to reflect these changes.


READ A FIRST TIME THIS 21ST DAY OF JULY, 2009

READ A SECOND TIME THIS 21ST DAY OF JULY, 2009

PUBLIC HEARING HELD THIS 18TH DAY OF AUGUST, 2009

READ A THIRD TIME THIS 18TH DAY OF AUGUST, 2009

ADOPTED THIS 18TH DAY OF AUGUST, 2009



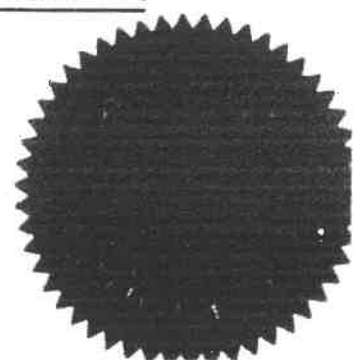
SECRETARY



CHAIRPERSON

I, hereby certify this to be a true copy of Bylaw # 785

Secretary





REGIONAL DISTRICT OF MOUNT WADDINGTON

BYLAW NO. 828

Being a Bylaw to Amend Telegraph Cove Holdings Ltd. Land Use Bylaw No. 497 to alter the permitted uses of the Residential – Mobile / Modular Homes Zone

WHEREAS the Regional District of Mount Waddington has received a Development Application requesting consideration of an amendment to Telegraph Cove Holdings Ltd. Land Use Bylaw No. 497 with respect to the permitted uses of the Residential – Mobile / Modular Homes Zone;

AND WHEREAS the Board of the Regional District of Mount Waddington deems it appropriate to amend Telegraph Cove Holdings Ltd. Land Use Bylaw No. 497 to remove "Commerce", "Accessory Uses" and "Recreation" as permitted uses of the Residential – Mobile / Modular Homes Zone, and add "Accessory uses that are clearly incidental to a residence" to the permitted uses of this zoning category;

NOW THEREFORE the Board of the Regional District of Mount Waddington, in open meeting assembled, hereby enacts as follows:

1. **Text Amendments**

a) Telegraph Cove Holdings Ltd. Land Use Bylaw No. 497 is hereby amended by deleting Sections S.30(2)(b), S.30(2)(c) and S.30(2)(d) and adding the following new section S.30(2)(b):

"Accessory uses that are clearly incidental to a residence."

2. **Citation**

This Bylaw shall be cited for all purposes as "Telegraph Cove Holdings Ltd. Land Use Bylaw Amendment Bylaw No. 828, 2011".

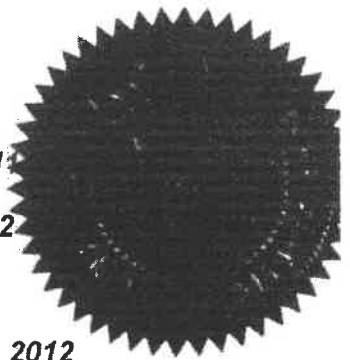
READ A FIRST TIME THIS 13th DAY OF December, 2011

READ A SECOND TIME THIS 13th DAY OF December, 2011

PUBLIC HEARING HELD THIS 17th DAY OF January, 2012


READ A THIRD TIME THIS 17th DAY OF January, 2012

RECONSIDERED AND ADOPTED THIS 17th DAY OF January, 2012





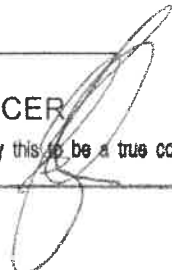
GREG FLETCHER
CHIEF ADMINISTRATIVE OFFICER



AL HUDDLESTAN
CHAIR

I, hereby certify this to be a true copy of Bylaw # 828

Secretary



Secretary

EXHIBIT 04

Telegraph Point Building Scheme - Phases 4 & 5

The Grantor does hereby for itself, its successors and assigns in title, covenant and agree to observe and be bound by the hereinafter covenants herein contained, which covenants shall be construed to be and shall be covenants running with the land and shall be appurtenant to all of the said bare land strata lots for the benefit of all the respective owners thereof, from time to time, as hereinafter set out.

Where units of measurement referred to herein are set out in both metric and U.S. measures, the metric measures shall govern. The U.S. measures are provided for convenience only.

Section 1 – Land Use Rules and Restrictions

1. (A) Buildings

(1) No owner may construct, cause to be constructed, place, or permit to be placed on any strata lot, any homes that are built on, or permanently resting on a chassis made of steel or other materials. These may be referred to as “mobile homes”, “manufactured homes”, “single wide homes”, “double wide homes”, “triple wide homes”, or other terms. However,

- (a) Modular homes or packaged homes that are permanent structures, are placed on a permanent foundation, are legally considered to be real property, and are built to the same building codes as site-built, stick-built homes may be assembled on a strata lot; and
- (b) during a strata lot owner’s designated 1-year construction period only, a strata lot owner may place a construction trailer on a strata lot; and
- (c) this section does not apply to recreational vehicles, trailers, and trailered boats, which are addressed in Section 1.(J) herein.

(2) Each building built upon each strata lot must be designed pursuant to the provisions of this Building Scheme and constructed or assembled on site. All homes must be built to or exceed the BC Building Code. No completed or pre-assembled home or other structure shall be moved from any other place onto a strata lot.

(3) Where a side lot line is adjacent to a strata road, the minimum building setback shall be 4 metres.

1. (B) Use and condition of strata lot

(1) No change in the pre-existing topography of a strata lot shall be permitted within the utility statutory-rights-of-way or drainage plan areas. No change in the pre-existing topographical elevation greater than 1 metre shall be permitted within strata lots.

(2) A strata lot owner shall not construct or place upon or maintain any man-made improvements within an easement or statutory-right-of-way area on any strata lot, except minor landscaping (elements less than 1 metre in height), driveways, utility connections, a mailbox, or signs as provided for herein.

(3) A strata lot owner shall not disturb any foundational elements of the common property walkways, sidewalks, or roadways.

1. (C) Destroyed improvements

(1) All improvements which have been partially or totally destroyed shall not be permitted to remain in that state, but shall be fully repaired, reconstructed or removed within 6 months from the date of destruction -- or such reasonably longer period of time as may be necessary to complete any repair or reconstruction with due diligence and continuity -- provided, however, that the time for completion of such repair, reconstruction or removal shall be extended for the period of actual delay encountered due to reasons beyond the owner's control (other than the owner's financial inability), such as strikes, lockouts, embargoes, shortage of labour and materials, wars, riots and acts of God. In the event of destruction, the strata lot shall be cleared of all debris and shall be restored to the grade which existed prior to the destruction of the improvements thereon (provided, however, that all basements and similar excavations shall be filled and restored to the level of the surrounding grade), and shall be landscaped promptly.

1. (D) New materials

(1) All improvements shall be constructed with new materials (except for used materials incorporated into the improvements for decorative or aesthetic effect).

1. (E) Fences and outdoor walls

(1) No fencing or outdoor walls (excluding the walls of a building) which exceed 1.22 metres (48 inches) in height may be constructed on any strata lot, except retaining walls, which may be up to 1.83 metres (72 inches) in height. No such fencing or walls shall be constructed within any easement areas. All other barriers shall consist of natural vegetation only (e.g., hedges). Barriers consisting of natural vegetation (e.g. hedges) shall not exceed 1.22 metres in height. Rock or concrete retaining walls are allowable. Rock walls which were in existence at the time at which a strata lot is conveyed to the first owner thereof must be maintained by that strata lot owner and by their successors in title and shall not be disturbed.

1. (F) Water meters

(1) No strata lot owner may draw water to service their strata lot from the water supply operated by Telegraph Cove Utilities, Ltd. except through an installed water meter which has a cover and has been approved by Telegraph Cove Utilities, Ltd. as to its location and specifications.

1. (G) Utility lines

(1) All hydro power, telephone, water, sewer, television, and other utility lines servicing any strata lot shall be installed underground. Connections to a radio or television antenna or television satellite dish must be concealed from view from any access road.

1. (H) Lawns and Irrigation

(1) The total amount of grass lawn area on any strata lot shall not exceed 50 square metres (538 square feet).

1. (I) Landscaping

(1) While the planting or retention of trees is encouraged, trees planted or moved by the strata lot owner shall not unreasonably block the view from existing buildings on other strata lots. Trees planted or moved by the strata lot owner that are deemed to unreasonably block the view from existing buildings on other strata lots may be required to be moved or to be trimmed. Trees under 2.4 metres in height shall not be considered to unreasonably block views.

(2) The introduction of non-indigenous species on strata lots is discouraged. Alder trees and Scotch Broom shall be removed from lots. Natural ground covers such as ferns and salal are encouraged.

1. (J) Recreational vehicles, trailers, and boats

(1) Recreational vehicles (RVs), trailers, and trailered boats may be parked on strata lots, subject to the provisions stated in the Telegraph Cove Land Use Bylaw No. 497, and the Bylaws of Strata Plan VIS 5792, and as further regulated herein.

(2) After 24 months from the initial sale of a strata lot, any RV, trailer, or trailered boat accessing a strata lot must do so over a completed driveway. The driveway must connect to the fronting strata road and extend into the strata lot no less than 10 metres. Any RVs, trailers, or trailered boats parked unconcealed on the strata lot must be parked on a pad made of concrete (or other materials permitted for driveways herein) that must connect to the driveway and must be at least as long and at least as wide as any RV, trailer, or trailered boat that is parked upon it.

(3) Any RV, trailer, or trailered boat parked unconcealed on a strata lot must:

- (a) be operational, licensed, and legal to drive (RVs), to tow (trailers or fifth wheels), or to pilot (boats) on public roads or in public waters in British Columbia;
 - (b) be removed from the strata lot and off strata property for at least one 10-day period each calendar year; and
 - (c) not be located within the front, side, or oceanfront building setback areas that apply to structures, as established in Telegraph Cove Land Use Bylaw No. 497.
- (4) Strata lots in Phase 4 (lots 25 through 37) may have RVs on the strata lots used as residences. Strata lots in Phase 5 (lots 38 through 42) may not have RVs on the strata lots used as residences.
- (5) Boats are not permitted to be used as residences on any strata lot.

Section 2 – Architecture

The following architectural controls are applicable to all construction, reconstruction and refinishing of all improvements constructed, placed or assembled upon any strata lot, and shall be complied with by each strata lot owner. The appearance of all structures shall be completed to ensure an overall aesthetically pleasing and harmonious streetscape.

2. (A) Home style & size

- (1) Residences shall have the following minimum sizes:
 - (a) single storey: 50 square metres (538 square feet);
 - (b) single storey with basement walkout: 50 square metres (538 square feet) on main floor;
 - (c) split level: 67 square metres (721 square feet) above grade; 45 square metres (484 square feet) on main floor;
 - (d) 2 storey: 78 square metres (840 square feet) total, with 45 square metres (484 square feet) on main floor.
- (2) The maximum height above grade level of any structure shall be:
 - (a) 9 metres (29.5 feet) for strata lots 25, 30, 31, 32, and 37 through 42; and
 - (b) 12 metres (39.4 feet) for strata lots 26 through 29 and 33 through 36.

2. (B) Garages, carports and driveways

- (1) Garages must use the same exterior building materials, colours, and architectural style as the main dwelling. If a main dwelling is to be built at a later date, it must use the same exterior building materials, colours, and architectural style as the existing garage. Garages must be a minimum of 26 square metres (280 square feet) and a minimum of 2 metres (6 feet, 7 inches) in height (inside clearance). All garages must be fully enclosed.

(2) Carports, regardless of size, are prohibited on all strata lots, except that a porte cochere located immediately outside the front entrance to the main house is allowed.

(3) All driveways must be paved with materials such as brick, stone, or concrete - or with turf paving materials in tandem with green groundcover (such as grass or moss). No dirt, gravel or asphalt paved driveways are permitted.

2. (C) Accessory buildings

(1) Accessory buildings must use the same exterior building materials, colours and architectural style as the main dwelling.

2. (D) Outside walls of buildings and exposed foundations

(1) No vinyl siding shall be permitted on the outside wall of any structure. Natural wood, brick, stone or similar composite materials are preferred. Exposed concrete from basement foundation walls shall not be more than 60 centimetres (24 inches) in height. Where the front wall of any dwelling is constructed of or clad with brick or stone, such brick or stone work shall continue along the adjacent side walls of the building for a minimum of 60 centimetres (24 inches).

2. (E) Roofs

(1) Roofs of structures on strata lots in Phase 4 (lots 25 through 37) may be flat or pitched.

(2) Roofs of structures on strata lots in Phase 5 (lots 38 through 42) must have a minimum slope of 4 vertical in 12 horizontal (provided, however, that up to 30 percent of the total roof area may have a lesser slope). Flat roofs are prohibited.

(3) Minimum eave and gable extensions must be 60 centimetres (24 inches), provided, however, that no eave or gable extension may extend more than 1 metre (39 inches) into any setback area. All roofs must be made of non-flammable materials. Metal or tile roofs are acceptable. No wood shake, wood shingle or exposed tarpaper roofs are permitted.

2. (F) Windows

(1) Window frames exposed to the exterior should be wood or aluminum and shall not be white vinyl.

2. (G) Fascias and soffits

(1) All fascia shall be a minimum of 20 centimetres (8 inches) in width. No vinyl or metal fascia shall be permitted, but vinyl or metal soffits are allowed. All eavestroughing and downspouts shall be colour coordinated with the trim of the house.

2. (H) Fireplaces, chimneys and propane tanks

(1) All fireplace chimneys on an outside wall and any chimney flues must be enclosed and clad to complement the exterior appearance of the house.

(2) Any propane tank placed upon any strata lot must be sun reflective in a light colour such as white or silver, placed either underground or camouflaged with vegetation or fencing, and must not be visible from any strata road or neighbouring strata lot. No propane tank shall be placed above ground between any building and the street side boundary of any strata lot or within any easement area or side yard setback area of any strata lot.

2. (I) Colours

(1) The buildings located on any one strata lot shall not collectively have more than 3 exterior colours, excluding the natural colours of wood, concrete, brick and stone.

2. (J) Antennae / satellite dishes / flag poles

(1) Each strata lot may have up to one antenna per allowable dwelling unit that is affixed to a building or RV provided that it is placed not higher than 4 metres (13 feet) above the peak of the roof of that building or RV.

(2) Each strata lot may have up to one satellite dish per allowable dwelling unit and one exterior television receiving dish per allowable dwelling unit that is affixed to a building or RV, provided: (a) that it is placed no higher than 50 centimetres (20 inches) above the peak of the roof of that building or RV; and (b) that it is no more than 50 centimetres (20 inches) in diameter. Strata lot owners are encouraged to keep satellite dishes out of sight from the access roads if possible.

(3) Each strata lot may have up to one flag pole that is not more than 16 centimetres (6 inches) in diameter, is unpainted stainless steel or painted white, and does not extend higher than 2 metres (6 feet, 7 inches) above the peak of the roof of the main building on that Strata lot.

(4) Other than as provided for above in this section, no pole, mast, antenna or aerial structure shall be installed or maintained on any strata lot.

2. (K) Mailboxes

(1) A strata lot owner shall not, without the prior approval in writing of Canada Post, install a mailbox on their strata lot. No mailbox shall be allowed where the total of height, width and depth exceeds 100 centimetres (39 inches). Such mailboxes must be of one solid colour only and may not contain signage except a street number sign and/or a name sign as provided for herein.

2. (L) Exterior lighting

- (1) All exterior lighting, except project street lighting, installed either upon the exterior of a building or upon a strata lot shall conform to the following standards:
 - (a) no mercury vapour lamps, or lamps which emit light with a similar character;
 - (b) no neon lamps; and
 - (c) no flashing lights or lamps of any type whatsoever; shall be put into service upon any strata lot.
- (2) No light shall be installed more than 3 metres (10 feet) above the ground immediately below it.
- (3) Lights shall not exceed 10 lux at ground level, unless a greater intensity is required for safety reasons, or by applicable bylaws.
- (4) The measured effect of exterior lighting shall be confined to the strata lot upon which it is installed such that a reading of 5 lux shall not be exceeded at a distance of 7.6 metres (25 feet) at any point beyond that strata lot's boundaries.
- (5) Exterior lighting on strata lots shall be installed such that an unshielded lamp (ie., a luminaire or a bulb) cannot be seen from other strata lots or from any common property. Lighting shall be installed such that a person not present on the strata lot upon which it is installed may see only the lighting effect, but not the light source.

2. (M) Signs

- (1) All strata lots with a completed building shall display on an exterior building wall a "street number sign" indicating an officially assigned street number address that is visible from the strata access road. Street number signs may also include the name of the owner or tenant.
- (2) Street number signs for lots with one dwelling unit may not be larger in area than 30 centimetres by 50 centimetres (12 inches by 20 inches). Street number signs for lots with multiple dwelling units may be up to 30 centimetres by 75 centimetres (12 inches by 30 inches). Each legal dwelling unit may also have not more than one additional sign at the front door of each dwelling unit that may be up to 13 centimetres by 13 centimetres (5 inches by 5 inches).
- (3) Each strata lot may display one "business sign" identifying commercial occupants. "Business signs" may be up to 0.5 square metres (5 square feet) in area per commercial occupant, up to a maximum combined sign area of 1 square metre (11 square feet) per strata lot.
- (4) "Business signs" may be wall-mounted signs oriented parallel to a building facade, projecting signs oriented perpendicular to a building facade, or free-standing signs. Wall-mounted signs

shall not protrude more than 12 centimetres (5 inches) from the building facade. Projecting signs shall not extend more than 1.2 metres (4 feet) from the building facade. There shall be at least 2.5 metres (8 feet) of clearance between the bottom of a projecting sign and the ground immediately below it. Projecting signs shall not be more than 5 centimetres (2 inches) in depth.

(5) The primary materials for “address signs” and “business signs” shall be natural materials such as wood, stone, or metal. Plastics and other synthetic materials shall be used sparingly. Signs shall be composed of materials and colours that are complementary to buildings on the same strata lot.

(6) All other signs other than those described above are prohibited, with the exception of:

- (a) temporary signs not to exceed 60 by 90 centimetres (24 by 36 inches) for the purpose of advertising the strata lot for sale;
- (b) temporary construction signs (during the time of construction only) denoting the architects, engineers, contractors and other related subjects;
- (c) temporary election campaign signs;
- (d) street identification signs;
- (e) marketing signs erected by the Grantor;
- (f) precautionary signs needed for safety purposes; and
- (g) “business signs” identifying commercial occupants, as per sections (4), (5), and (6) below.

2. (N) Multi-family accommodations

(1) Every dwelling unit, including those offered for guest accommodation by bed and breakfast establishments, lodges, inns, and like establishments, must contain a private bathroom with a shower.

Section 3 – Procedures for Construction

3. (A) Prior to construction

(1) Prior to the commencement of any construction, each strata lot owner shall obtain a building permit from the Regional District of Mount Waddington (if required) and shall provide to the Strata Corporation all architectural, engineering, mechanical, landscaping and construction drawings, plans and specifications in respect of the proposed design and construction of the improvements proposed for their strata lot.

(2) The strata lot owner's proposed construction schedule shall provide for completion within 12 months of the date of commencement of construction, save only for landscaping and driveway completion, which shall be completed within 18 months.

End of document

EXHIBIT 05

Strata Property Act
Form P
AMENDED PHASED STRATA PLAN DECLARATION
(Sections 221, 222)

I, **Telegraph Cove Holdings Ltd.**, declare:

1. That I intend to create a strata plan by way of phased development of the following land which I own:

Parcel Identifier: 024-965-189

Lot C, District Lot 79, Rupert District, Plan VIP71975, except parts in Plan VIP83508.

2. That the plan of development is as follows:

- a. Phase 1 - Lots 1 through 14; road
- Phase 2 - Lots 15 through 20; road
- Phase 3 - Lots 21 through 24; road
- Phase 4 - Lots 25 through 37; road
- Phase 5 - Lots 38 through 42
- Phase 6 - Lots 43 through 47; road
- Phase 7 - Lots 48 through 56; road
- Phase 8 - Lots 57 through 63; road
- Phase 9 - Lots 64 through 68; road
- Phase 10 - Lots 69 through 72; road

- b. Sketch plan: See attached plan of Proposed Phased Bare Land Strata Subdivision of Lot C, District Lot 79, Rupert District, Plan VIP71975: C1601_ProSub.pdf.


c.

Phase	Est. Beginning of Construction	Est. Completion of Construction
1	2002	2005
2	2005	2006
3	2005	2006
4	2022	2024
5	2022	2024
6	2022	2024
7	2023	2026
8	2024	2026
9	2025	2027
10	2026	2028

- d. Unit entitlement: 1 per each strata lot, per the phasing in (a) above, for a total of 72 for the completed development.
- e. Maximum number of units: 72 (see (a) above).
As per Telegraph Cove Land Use Bylaw No. 497, Bylaw No. 755, general type of residence or other structure to be built in each phase:
 - Lots numbered 1 through 24, 38 through 50, 57 through 72: RS - Residential - Single Unit/Low Density.
 - Lots numbered 25 through 37: RH - Residential - Multiple Unit/Higher Density.
 - Lots numbered 51 through 56: CT - Commercial - Tourist/Retail, Service and Education.

3. I will elect to proceed with each phase on or by:


Phase 1	2005
Phase 2	2006
Phase 3	2006
Phase 4	2024
Phase 5	2024
Phase 6	2024
Phase 7	2025
Phase 8	2026
Phase 9	2027
Phase 10	2028



 Telegraph Cove Holdings Ltd. *By Clyde D. Wagner, its President*

March 2, 2020

 Date of approval



 Approving Officer - *motl* Ryan Evanoff

 Regional District of Mount Waddington

EXHIBIT 06

Form v

Strata Property Act

[am. B.C. Reg. 203/2003, s. 5.]

Schedule of Unit Entitlement

(Sections 245 (a), 246, 264)

Re: Strata Plan VIS5792, being a strata plan of
PID 024-965-189, Lot C, District Lot 79, Rupert District, Plan VIP71975 (see plan as to limited
access)


BARE LAND STRATA PLAN

The unit entitlement for each bare land strata lot is a whole number that is the same for all of
the strata lots in the strata plan as set out in Section 246(6)(a) of the *Strata Property Act*.

Strata Lot No.	Sheet No.	Total Area in m ²	Unit Entitlement	% of Total Unit Entitlement
25	1	1005	1	2.4
26	1	1033	1	2.4
27	1	816	1	2.4
28	1	853	1	2.4
29	1	843	1	2.4
30	1	1035	1	2.4
31	1	1203	1	2.4
32	1	703	1	2.4
33	1	855	1	2.4
34	1	864	1	2.4
35	1	1014	1	2.4
36	1	825	1	2.4
37	1	1003	1	2.4
38	1	1207	1	2.4
39	1	1127	1	2.4

Strata Lot No.	Sheet No.	Total Area in m ²	Unit Entitlement	% of Total Unit Entitlement
40	1	1269	1	2.4
41	1	1151	1	2.4
42	1	1455	1	2.4
Total number of lots:	18	Total unit Entitlement:	18	

Date: August 11, 2020



Solomon Wagner, Director and Authorized Signatory, Islanders Development Inc.

EXHIBIT 07

- FILED

VIEX65881

R04416 2005-07-25-10.17.35.969018

ANNEXURE 7

3 JUNE 2005 12.39

13/14

~~3~~ Strata Property Act
Form Y

EX065881

OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS

(Section 245 (d), Regulation section 14.6 (2))

1048

Re: Strata Plan 155792, being a strata plan
of Parcel Identifier O24-985-189, Lot C, District Lot 79, Rupert District,
Plan VIP 71875.

The attached bylaws differ from the Standard Bylaws to the Strata
Property Act, as permitted by section 120 of the Act.

Date: April 19, 2005

TELEGRAPH COVE HOLDINGS LTD.

02 05/06/03 12:39:37 02 VI 6
DOC FILE FREE


Lynne M. Passch, Corporate Secretary/Authorized Signatory

**ByLaws
of
Strata Plan VIS 5792**

A Bare Land Strata Corporation

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Article I – The Strata Corporation

(A) Strata Plan VIS 5792 (hereinafter referred to as "the strata plan") is a bare land strata plan. **The Owners, Strata Plan VIS 5792** (hereinafter referred to as the "corporation") is responsible for managing and maintaining the common property and common assets of the strata corp., and enforcing these bylaws, for the benefit of each and every strata lot owner (hereinafter referred to as an "owner").

(B) Every lot shall have one vote. Maintenance Fees and any Special Assessments shall be levied equally against every lot.

Article II – The Strata Council

1. Council Size & Qualification

(A) The strata council (hereinafter referred to as the "council") shall have 5 members. Each council member must be an owner. If a strata lot is owned by more than one person, only one owner of that strata lot may be a council member at any one time with respect to that strata lot.

(B) During the 10 years following the establishment of the corporation, one council member shall be appointed by Telegraph Cove Holdings Ltd., provided that Telegraph Cove Holdings Ltd. owns at least one lot in the strata plan.

2. Term of Office and Re-election

(A) The term of office of a council member terminates at the conclusion of the annual general meeting at which the succeeding council is elected.

(B) A person whose term as council member is terminating at the conclusion of any general meeting is eligible for re-election at that meeting.

3. Removing a Council Member

(A) The owners may, by a resolution passed by a majority of eligible voters present in person or by proxy at an annual or special general meeting, remove one or more council members.

(B) After removing a council member, the corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

4. Replacing a Council Member

(A) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(B) A replacement council member may be appointed from among those persons eligible to sit on the council.

(C) The council may appoint a replacement council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(D) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25 percent of the corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the *Strata Property Act* (BC) (hereinafter referred to as "the Act"), the regulations and these bylaws respecting the calling and holding of meetings.

5. Officers

(A) At the first meeting of the council held after each annual general meeting of the corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(B) A person may hold more than one office at a time, other than the offices of president and vice president.

(C) The vice president has the powers and duties of the president:

- (i) while the president is absent or is unwilling or unable to act, or
- (ii) for the remainder of the president's term if the president should cease to hold office.

(D) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

6. Calling Council Meetings

(A) Any council member may call a council meeting by giving the other council members at least 30 days' notice of the meeting, specifying the reason for calling the meeting. The notice must be in writing and may be delivered by email.

(B) A council meeting may be held on less than 30 days' notice if:

- (i) all council members consent in advance of the meeting, or
- (ii) the meeting is required to deal with an emergency situation, and all council members either:
 - a. consent in advance of the meeting, or
 - b. are unavailable to provide consent after reasonable attempts have been made to contact them.

(C) The secretary must notify the owners in writing of the fact of a council meeting's having been called so soon as may be practicable following its having been called. This notice must be transmitted by email to every owner in respect of whom the council has an email address on record, and may otherwise be delivered by fax or by regular pre-paid mail.

7. Requisition of Council Hearing

(A) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

(B) If a hearing is requested under paragraph (A) above, the council must hold a meeting to hear the applicant within 45 days of the request.

(C) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within 30 days of the hearing.

8. Quorum of Council

(A) A quorum of the council is

- (i) 1, if the council consists of one member,
- (ii) 2, if the council consists of 2, 3 or 4 members, and
- (iii) 3, if the council consists of 5 members.

(B) Council members must be present in person, by telephone or by other electronic means at the council meeting to be counted in establishing a quorum.

9. Council Meetings

(A) Council members may attend council meetings by telephone or by other electronic means, so long as all council members and other participants can communicate with each other. If a council meeting is held by electronic means, council members are deemed to be present in person.

(B) Owners may attend council meetings as observers, and, where it should be practicable in the opinion of the president, may attend by electronic means at their own expense. There shall be no obligation on the part of the council to provide electronic means by which owners attending council meetings may communicate with council members during such meetings.

(C) Despite paragraph (B), no observers may attend those portions of council meetings that deal with any of the following:

- (i) bylaw contravention hearings under section 135 of the Act;
- (ii) rental restriction bylaw exemption hearings under section 144 of the Act;
- (iii) any other matter if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

10. Voting at Council Meetings

(A) At council meetings, decisions must be made by a majority of council members present at the meeting.

(B) The results of all votes at a council meeting must be recorded in the council meeting minutes.

11. Council to Inform Owners of Minutes

(A) The council must make available to the owners copies of the minutes of all council meetings within 2 weeks of every such meeting, whether or not the minutes have been approved. Such minutes may be made available to the owners by emailing, faxing or mailing them to the owners or by posting them on a website, the existence of which for this purpose has been made known to the owners.

12. Delegation of Council's Powers and Duties

(A) Subject to paragraphs (B) to (D), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(B) The council may delegate its spending powers or duties, but only by a resolution that:

- (i) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (ii) delegates the general authority to make expenditures in accordance with paragraph (C) below.

(C) A delegation of a general authority to make expenditures must:

- (i) set a maximum amount of money that may be spent, and
- (ii) indicate the purposes for which, or the conditions under which, the money may be spent.

(D) The council may not delegate its powers to determine, based on the facts of a particular case:

- (i) whether a person has contravened a bylaw or rule,
- (ii) whether a person should be fined, and the amount of the fine, or
- (iii) whether a person should be denied access to a recreational facility.

13. Spending Restrictions

(A) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(B) Despite paragraph (A), a council member may spend the strata corporation's money to repair or to replace common property or common assets if the repair or replacement is immediately required to ensure safety or to prevent significant loss or damage.

14. Limitation on Liability of Council Member

(A) A council member who acts honestly and in good faith shall not be personally liable to the strata corporation or to the owner or the tenant of any strata lot in consequence of anything done or omitted to be done in the exercise or the intended exercise of any power, or in the performance or the intended performance of any duty of the council

(B) Paragraph (A) does not affect a council member's liability, as an owner, for a judgment against the corporation.

Article III — Powers and Duties of Strata Corporation

1. Repair and Maintenance of Property by Strata Corporation

(A) The strata corporation must repair and maintain all of the following:

- (i) the common assets of the corporation;
- (ii) the common property; and
- (iii) the limited common property

2. Enforcement of Bylaws

(A) The corporation is mandated and empowered to enforce these bylaws.

3. Raising Money by Strata Fees or Special Levy

(A) The corporation shall from time to time determine the amount of and shall collect strata fees as provided in Article VII herein.

(B) The corporation may raise money from the owners by means of a special levy imposed pursuant to the provisions of section 108 of the Act or any analogous provision contained within any successor statute. Such a levy must be approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting, or by a resolution signed by all of the owners.

Article IV — Annual and Special General Meetings

1. Person to Chair Meeting

(A) Annual and special general meetings must be chaired by the president of the council.

(B) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(C) If neither the president nor the vice president of the council chairs the meeting, a chairperson must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

2. Participation by Other than Eligible Voters

(A) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(B) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chairperson of the meeting.

(C) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

3. Voting

(A) These bylaws may be amended pursuant to the provisions of section 128 of the Act (BC) or any analogous provision contained within any successor statute. So long as the strata plan consists of residential strata lots only, such amendments must be approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting, or by a resolution signed by all of the owners. At such time as the strata plan comes to consist of both residential and nonresidential strata lots, amendments to

these bylaws must be approved by a resolution passed by a $\frac{3}{4}$ vote of the residential strata lots and a resolution passed by a $\frac{3}{4}$ vote of the nonresidential strata lots at an annual or special general meeting or by a resolution passed by all of the owners of all of the strata lots. For the purposes of this paragraph, the non-residential strata lots are 25 to 37 inclusive and strata lots 51 to 56 inclusive.

(B) At an annual or special general meeting, voting cards must be issued to eligible voters.

(C) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(D) If a precise count is requested, the chairperson must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(E) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chairperson and recorded in the minutes of the meeting.

(F) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or is unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(G) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

4. Order of Business

The order of business at annual and special general meetings is as follows:

(A) certify proxies and corporate representatives and issue voting cards;

(B) determine that there is a quorum;

(C) elect a person to chair the meeting, if necessary;

(D) present to the meeting proof of notice of meeting or waiver of notice;

(E) approve the agenda;

(F) approve minutes from the last annual or special general meeting;

(G) deal with unfinished business;

(H) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

(I) ratify any new rules made by the strata corporation under section 125 of the Act;

(J) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

(K) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

(L) deal with new business, including any matters about which notice has been given under section 45 of the Act;

(M) elect a council, if the meeting is an annual general meeting or a special general meeting called for this purpose;

(N) terminate the meeting.

Article V – Enforcement of Bylaws and Rules

1. Maximum Fine

The strata corporation may fine an owner or tenant a maximum of:

(a) \$200 for each contravention of a bylaw; and

(b) \$ 50 for each contravention of a rule;

or such greater amounts as may be permitted by law from time to time.

2. Continuing Contravention

(A) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Article VI – Voluntary Dispute Resolution

(A) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:

(i) all the parties to the dispute consent, and

(ii) the dispute involves the Act, the regulations, these bylaws or the rules.

(B) A dispute resolution committee consists of:

(i) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or

(ii) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

(C) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Article VII — Duties of Owners, Tenants, Occupants and Visitors

1. Payment of Strata Fees

(A) An owner must pay strata fees on or before the fifteenth day of the month preceding the semi-annual period to which the strata fees relate:

- (i) On or before December 15th for the period January 1 through June 30; and
- (ii) On or before June 15th for the period July 1 through December 31.

(B) Interest shall accrue on unpaid strata fees at the rate of 10 percent per annum, compounded annually (or at the maximum rate as may be established by law from time to time) calculated from the date upon which the payment is due to the actual date of payment.

2. Repair and Maintenance of Property by Owner

(A) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(B) No plantings of any kind shall be installed within 1 metre of the paved strata road surface.

(C) An owner must keep all vegetation and landscaping in easement areas trimmed. Natural drainage areas must be kept open and maintained on all Lots. No standing or pooling of water is allowed.

(D) An owner must provide clear and unobstructed access for service and maintenance to all utility facilities in the easement areas at all times.

(E) An owner who is responsible for damage to common property or limited common property shall be liable for the repair costs and any other consequences of such damage.

3. Use of Property

(B) An owner, tenant, occupant or visitor must not develop or use a strata lot, or use the common property, limited common property or common assets in any way:

- (i) that causes a nuisance or hazard to another person,
- (ii) that causes unreasonable noise,
- (iii) that unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
- (iv) that is illegal,
- (v) that is contrary to the provisions of Telegraph Cove Land Use Bylaw No. 497 enacted by the Mount Waddington Regional District, or
- (vi) that is contrary to the provisions of the Statutory Building Scheme which is registered on title to the strata lots.

(C) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(D) An owner may not place any obstructions in, excavate, or add fill to easement areas in favour of any utility or the strata corporation lying adjacent to roadways without the prior written approval of the strata corporation. In the event of any violations of this provision, the strata corporation may repair, replace or reconstitute the area in violation without notice to the owner, charge the owner up to double the full cost of the work, and assess any other fines due hereunder. Notwithstanding the first sentence of this paragraph, an owner may plant and maintain a lawn and may maintain any wild vegetation which exists or which pullulates in the easement area, provided that he adds no more than 10 centimetres (4 inches) of topsoil for this purpose, and provided that all such vegetation shall not be permitted to be any closer than 1 metre (3.28 feet) from the paved strata road surface.

(E) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(F) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

- (i) a reasonable number of fish or other small aquarium animals;
- (ii) up to 4 small caged mammals;
- (iii) dogs or cats, not to exceed a total of 2 per lot.

A dog owner must immediately clean up all dog feces from his strata lot and from the common property.

(G) On all strata lots except lots 25 to 37 inclusive, wheelbarrows, kayaks, all-terrain vehicles, lawn mowers and other such items of machinery and equipment must be stored such that they cannot be seen from the strata road or from neighbouring lots.

(H) On all strata lots except lots 25 to 37 inclusive, boats and recreational vehicles must be stored such that they cannot be seen from the strata road or from neighbouring lots, save only that up to one recreational vehicle and one boat shall be allowed to be stored in view prior to completion or occupancy of a residence on a strata lot.

4. Inform Strata Corporation

(A) Within 2 weeks of becoming an owner, an owner must inform the corporation of his or her name, strata lot number and contact information, including mailing address, phone number, fax number and email address, if any.

(B) Prior to occupancy of any strata lot or any portion of a strata lot by a tenant for a period of time in excess of 30 days, the owner of that strata lot must inform the corporation of the tenant's name and contact information, including mailing address, telephone number, fax number and email address, if any. In the case of tenancy of fewer than 30 days duration, the owner must inform the corporation of the identity of the agent managing the rented strata lot together with his or her contact information. The agent shall provide the name and the contact information of the tenant or tenants of that strata lot to the corporation forthwith upon the strata council's request for the same.

(C) Before an owner rents all or any part of a residential strata lot for a period of time in excess of 30 days, that owner must give the prospective tenant a copy of the current bylaws and rules, and a Notice of Tenant's Responsibilities in the form prescribed by the *Strata Property Regulation*. Within 2 weeks of renting all or any part of a residential strata lot, the owner must give the corporation a copy of the said notice signed by the tenant. At the request of the corporation, a tenant must inform the corporation of his or her name and contact information, including mailing address, phone number, fax number and email address, if any

5. Permit Entry to Strata Lot

(A) An owner, tenant or visitor occupying a strata lot must allow a person authorized by the corporation to enter the strata lot:

- (i) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (ii) at any time during construction of improvements to inspect to assure compliance with the provisions contained herein; and
- (iii) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot which are the responsibility of the corporation to repair and to maintain under these bylaws or to insure under section 149 of the Act.

The notice referred to in clause (iii) must include the date and the approximate time that a person authorized by the corporation intends to enter, and the reason for such entry.

6. Construction on a Strata Lot

(A) Every owner shall indemnify and shall hold harmless the strata corporation from and against any and all costs or expenses (including legal fees, disbursements and the taxes exigible thereupon) incurred by the strata corporation or paid by it to any person in connection with any accident, injury (including death), loss, or damage sustained by the strata corporation or by any other person in connection with any site preparation, site servicing, construction or cleanup activity conducted on or adjacent to that owner's strata lot by that owner or by any contractor engaged by that owner or any agent of that owner.

(B) Every owner shall ensure that every contractor engaged by him or by any agent of his pays in a timely fashion all premiums exigible by the Workers Compensation Board of British Columbia in respect of any work being conducted upon that owner's strata lot.

(C) Prior to commencing or permitting the commencement of any site preparation for any construction upon any strata lot, the owner of that strata lot shall obtain a policy of general liability insurance which shall be in the joint names of the owner and the corporation with limits of not less than \$1,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, with a property damage deductible of not less than \$2,500. The form of this insurance shall be such as is acceptable to the corporation, and shall be maintained continuously from commencement of the work until 12 months following the date of substantial completion of the building or buildings constructed upon the strata lot.

(D) Prior to commencing or permitting the commencement of any site preparation for any construction upon any strata lot, the owner of that strata lot shall deposit the sum of \$2,500 with the

corporation. At such time as the construction upon that strata lot is completed, the corporation shall refund the said sum to the owner if and only if there has been no damage to any road, sidewalk, boardwalk, easement area or service conduit or pipe caused by any site preparation, site servicing, construction or cleanup activity conducted on or adjacent to the said strata lot by the owner or by any contractor engaged by the owner or any agent of the owner, which damage has not been repaired at the time at which the owner applies for the said refund.

Article VIII — Marketing Activities by Owner Developer

1. Display Lot

- (A) An owner/developer who has an unsold strata lot may carry on sales functions that relate to the sale of that strata lot, including the posting of signs.
- (B) An owner/developer may use a strata lot that the owner/developer owns or rents as a display unit for the sale of other strata lots in the strata plan.
- (C) The developer may at any time construct buildings on the strata lots which it owns.

Article IX – Amending These Bylaws

(A) These bylaws may be amended by the passage of 2 resolutions at an annual or a special general meeting:

- (a) one passed by a $\frac{3}{4}$ vote of the residential strata lots; and
 - (b) a second resolution passed by a $\frac{3}{4}$ vote of the nonresidential strata lots,
- or by a resolution signed by all of the owners of all of the strata lots.

For the purposes of this paragraph, the non-residential strata lots are 25 to 37 inclusive and strata lots 51 to 56 inclusive.

***** End of Bylaws *****

EXHIBIT 08

**Telegraph Point - Phases I, II and III
Year 2021 Budget – Final Approved 6-26-2020**

Operating Income	
Maintenance Fees, 24 lots @ \$275 per lot per year	6,600
Operating Expenses	
Management/Administration	275
Office/bank fees/miscellaneous	150
Accounting/Bookkeeping	850
Insurance (liability & D&O)(actual cost 5/1/20-5/1/21)	1,025
Repair and Maintenance - common area	<u>1,000</u>
Sub-total	3,300
Contingency Reserve Fund	2,400
Operating Budget Contingencies at 25%	<u>825</u>
Total Estimated Operating Expenses	<u>6,525</u>

Maintenance fees are payable to the Strata Corporation on or before December 15 of the previous year.

Telegraph Point – Phases I, II and III Lot Entitlement Schedule 2021

From Survey Data 24 April,
2006

Phase I			Annual	
<u>Lot No.</u>	<u>Sq. Ft.</u>	<u>Sq. Mtrs.</u>	<u>Maint. Fee Per Lot</u>	<u>Units of Entitlement</u>
1	15,931	1,480	275.00	1
2	11,841	1,100	275.00	1
3	10,613	986	275.00	1
4	10,430	969	275.00	1
5	7,330	681	275.00	1
6	8,923	829	275.00	1
7	13,886	1,290	275.00	1
8	11,841	1,100	275.00	1
9	10,441	970	275.00	1
10	10,753	999	275.00	1
11	15,177	1,410	275.00	1
12	13,347	1,240	275.00	1
13	13,132	1,220	275.00	1
14	14,532	1,350	275.00	1
Phase II				
15	9,000	836	275.00	1
16	11,303	1,050	275.00	1
17	13,349	1,240	275.00	1
18	11,411	1,060	275.00	1
19	13,650	1,268	275.00	1
20	9,613	893	275.00	1
Phase III				
21	15,846	1,472	275.00	1
22	16,148	1,500	275.00	1
23	17,978	1,670	275.00	1
24	18,301	1,700	275.00	1
TOTALS			6,600	24

EXHIBIT 09

WATER UTILITY ACT

WATER TARIFF NO. 2

**RATES AND TERMS AND CONDITIONS
FOR WATER SERVICE**

at:

Telegraph Cove, BC

By

Telegraph Cove Utilities Ltd.

1642B Telegraph Cove Road, Telegraph Cove BC V0N 3J0

lynnepaasch@gmail.com

Contact Person(s)

Lynne Paasch

(250)928-3065/(509)967-2395

This Tariff is available for public inspection at:

1642B Telegraph Cove Road, Telegraph Cove, BC

Accepted for Filing by the Comptroller of Water Rights on 14 day of August, 2018

Effective Date: **July 1, 2018**



Secretary to the Comptroller of Water Rights

Definitions

In this tariff the following definitions shall apply:

- a) "**authorized premises**" means premises which are entitled to, and authorized for, service in accordance with the Certificate of Public Convenience and Necessity of the Utility;
- b) "**business day**" means a day during which normal business is conducted and usually includes Monday through Friday. A statutory holiday is not considered a Business Day.
- c) "**Comptroller**" means the Comptroller of Water Rights under the *Water Act* and includes a Deputy Comptroller or a person appointed by the Minister as Acting Comptroller;
- d) "**customer**" means any person who is the owner or lessee of an authorized premises;
- e) "**multi-residential service**" means Condominiums.
- f) "**premises**" means land and buildings thereon;
- g) "**rate**" includes:
 - (1) a general, individual or joint rate, fee, charge, rental or other compensation of the Utility,
 - (2) a schedule or tariff respecting a rate;
- h) "**residential service**" means in-house use plus lawn & garden sprinkling to a maximum area of 1/10 of an acre;
- i) "**service**" shall include:
 - 1) the supply of water provided by the Utility to the customer,
 - 2) the plant, equipment, apparatus, appliances, property and facilities employed by or in connection with the utility in providing the supply of water to the property line of the premise.
- j) "**single family residential equivalent (SFRE)**" means and includes a single family dwelling unit intended for the use or occupancy by one or more individuals as a non-profit household, and includes a townhouse and side-by-side duplex up to 3 bedrooms per unit.
- k) "**unit**" means a building of accommodation occupied separately or to be occupied separately by an owner or lessee and, which either separately or jointly with other units, receives service from a connection to the Utility's waterworks and, without restricting the generality of the foregoing, includes the separate units of accommodation in all dwellings.
- l) "**Utility**" means **Telegraph Cove Utilities Ltd.**

Terms and Conditions

1. *Application for Service*

For authorized premises, charges for service are intended to recover the Utility's costs. The following charges are applicable depending upon the circumstances:

- (a) At the time an application is made for service to premises which had not previously been connected for service, the applicable charge shown in Schedule "A (a)" and/or "A (b)" of this tariff shall be paid by the applicant.
- (b) A turn-on fee of \$75.00 shall be applicable when:
 - (i) a turn-on of a valve at an existing curb-stop is made at a date after the service connection was installed;
 - (ii) a customer becomes re-connected after service has been shut-off at the request of the customer, for non-payment of rates, or for violation of these terms and conditions.
- (c) A service shut-off charge of \$75.00 shall be applicable when service has been temporarily shut-off at the request of the customer, or for non-payment of rates, or for violation of these terms and conditions.
- (d) At the time an application for service is made by a new customer, an administration charge of \$25.00 shall apply. This charge is not only applicable for a new connection, but also when a new customer, either owner or lessee of the premises, commences receiving service to an existing authorized premises.

2. *Billing and Payment*

All bills are issued semi-annually and are due and payable within thirty days of the date of issue. Flat rates (and flat rate portion of metered rates) are billed in advance of service. For metered rates, consumption is billed in arrears. If the amount due on any bill has not been paid in full within fifteen business days from the date of issue a further bill will be rendered to include the overdue amount plus a late payment charge of \$25.00.

If a cheque is returned by the customer's financial institution an administration fee of \$40.00 will be charged.

3. Service Shut-Off Due to Non-Payment

When an account becomes one month overdue, service may be shut off upon 15 business days' written notice. A notice sent by registered mail to the last known postal address of the customer shall be deemed good and sufficient notice. A collection charge of \$50.00 shall be paid each time a Utility representative attends a customer's premises to disconnect service, following the issuance of a shut-off notice.

Service will not be turned on until all outstanding charges against the service, including the collection charge, shut-off charge and turn-on fee (Sections 1(b) and 1(c)) have been paid.

4. Discontinuance of Service

- a) Customers must give at least two working days' notice in writing at the office of the Utility when requesting discontinuance of service and shall be liable for payment for all service until such service has been discontinued.
- b) Any customer who desires to discontinue the use of water for any of the purposes stated in his application for service shall give notice of his intention, in writing, at the office of the Utility, and shall further show that any fittings used for the supply of water for such purposes have been disconnected.
- c) The Utility may discontinue service to any customer who contravenes the terms and conditions contained in this tariff. In the event of further contravention of the tariff, the Utility may detach the service connection from the customer's premises and, upon re-application for service, the customer shall be liable to pay the Utility's cost of performing the said detachment and re-connection in addition to other applicable rates and charges.

5. Access to Premises

A condition of service shall be the customer's consent, upon reasonable notice, for representatives of the Utility to enter onto the customer's property for the purposes of making connections/disconnections, taking water quality samples, reading meters, inspecting pipes and appurtenances, checking on the use or waste of water or determining compliance with these terms and conditions.

6. Interruption of Service

The Utility intends to maintain at all times an adequate and continuous supply of water at suitable pressures but accepts no liability for interruptions due to circumstances beyond its control. However, for the interruptions in excess of 48 hours, a proportionate rebate will be allowed to customers served on flat rates.

7. Restriction of Use of Water

The Utility may restrict or prohibit the use of water for gardening, sprinkling, air conditioning, the filling of swimming pools, or other purposes when, in its opinion, such action is necessary to conserve the water supply or to maintain water pressure. A customer who contravenes water use restrictions may receive one warning notice per calendar year before a fine for contravention applies. A notice delivered to the customer's premises shall be deemed good and sufficient notice of a contravention. For each subsequent contravention during the calendar year, a \$50.00 fine is applicable.

8. Limits on Water Use

No customer shall sell or dispose of any water or permit same to be carried away, or use water or allow it to be used in premises, or for purposes other than those stated in the customer's application for service.

The Utility may, if in its opinion an undue amount of water is used at any time by any customer being served under a flat rate, install a water meter and thereafter charge the customer in accordance with the meter rates included in this tariff. All such meters shall remain the property of the Utility.

9. Multiple Dwellings

In the case of apartment houses, duplexes or houses containing one or more suites, each such accommodation, whether or not self-contained, shall **not** be considered as a separate customer unless it is *so* specified in a schedule of this Tariff other than side-by-side duplexes.

10. Work to be done by the Utility

No person, who is not an agent or employee of the Utility, shall make any connections with or alterations to or tamper with any of the Utility's waterworks, including any water meter belonging to the Utility, nor turn on or off any valve or curb stop of the Utility, without prior authorization by the Utility in writing.

11. Minimum Size of Services

The minimum size of pipe used to serve any one premises shall be 3/4" (19 mm) nominal diameter. The type and diameter of pipe used on the customer's premises should be selected with due consideration of pressure losses from friction.

12. Minimum Earth Cover Over Services

All services on the customer's premises shall be buried below the maximum depth of frost penetration but in any event at a minimum depth of 3 feet below the surface of the ground.

13. Ownership of Service

All water service pipes and fittings carrying water from the main to the customer's property line shall be the property of the Utility.

14. Stop Cock

The customer shall provide a shut-off valve (stop cock) inside each of the customer's buildings in which water is used, for the use of the customer in case of leaky or defective pipes or fixtures, or in case the premises is vacated.

15. Customer's Service Pipes

Service connection materials installed on the customer's premises shall be rated by the manufacturer to sustain a minimum working pressure of 160 psi (1100 kilopascals). No service pipe or fitting shall be covered until they have been inspected and approved by the Utility.

16. Dangerous Cross-Connections

The customer shall not permit the plumbing on their premises to be connected to any source of water supply other than the Utility's, or to any potential source of contamination, without first obtaining the Utility's permission in writing. Any back-flow preventers deemed necessary by the Utility to prevent the entry of contaminants shall be installed at the customer's expense, in the time frame provided by the Utility. Discovery of an unauthorized cross-connection, or cross-connection that is not suitably protected by a certified backflow preventer, may result in immediate shut-off of water service without notice by the Utility. The water shall not be turned on again until such repairs have been made to the satisfaction of the Utility, and the charges paid as provided for in clauses 1 and 4(c) of this tariff. No person whose water supply is shut off pursuant to this section shall have any claim against the Utility for discontinuance of supply.

17. Condition of Customer's Pipes and Fixtures

All customers at their own risk and expense shall keep their pipes, stop cocks and other fixtures in good working order and shall protect them from frost and other damage. The Utility shall, within a reasonable time notify the customer of any leaky pipes and fixtures that are evident on the premises. If the necessary repairs are not made within two (2) working days after such notice has been given, or when the condition of the pipes or fixtures is such as to cause damage to property or material waste of water or damage to property, then without further notice the Utility may shut off the water supply. The water shall not be turned on again until such repairs have been made to the satisfaction of the Utility, and the charges paid as provided by clauses 1 and 4(c) of this tariff. No person whose water supply is shut off pursuant to this section shall have any claim against the Utility for discontinuance of supply.

18. Notice of Service Shut-off

The Utility shall have the right at all times to shut off the water supply temporarily to any premises in order to make repairs, replacements, alterations and extensions to the Utility's waterworks as shall, in the opinion of the Utility, be deemed necessary. Whenever possible the Utility will give reasonable advance notice of shut-off, and, in all cases where the Utility expects service to be interrupted for 24 hours or more, the Utility shall give advance notice to its customers.

19. Application for Extension of Service

For lots not authorized for service, all applications for extension of water service shall be made in writing by the owner or lessee of the premises to which the application refers, or by the owner's duly authorized agent. All applications for service shall state:

- a) the purpose(s) for which the service is to be used (i.e., domestic, commercial, irrigation, etc.);
- b) the legal description of the property;
- c) the number and location of the premises to be served.

Charges for extension of service are intended to recover the Utility's costs. For each application, an initial deposit of \$200 is required to be paid at the time of application. Additional costs incurred by the Utility for legal, engineering and other fees, including Utility staff time, will be payable by the applicant and may require further deposits prior to undertaking certain aspects of the application process.

Each application for extension of service requires an amendment to the Utility's Certificate of Public Convenience & Necessity (CPCN) to include the lot(s) within its authorized service area. In response to each application, the Utility will detail the terms and conditions of service including all rates and charges applicable. Prior to the issuance of an amended CPCN, confirmation is required that either a deposit into the Utility's Deferred Capacity Reserve/Trust Fund under Schedule B of this tariff has been made or that additional works have been constructed and contributed to the Utility by the applicant as required by the Comptroller of Water Rights.

If the application for extension of service does not proceed within one year of paying the deposit into the Deferred Capacity Reserve/Trust Fund under Schedule B of this tariff, the Utility will refund the amount plus interest to the applicant. Any costs directly associated with the application incurred by the Utility in excess of the \$1,000 initial deposit can be recovered from the monies paid into the Deferred Capacity Reserve/Trust Fund before issuing the refund to the applicant.

Once the amended CPCN is issued, and while the lot(s) are not receiving service, Availability of Service (rent) charges under Schedule G of this tariff will be applicable.

Additional applications shall be made for all extensions of service to additional premises and for additional purposes.

20. Water Main Extensions

General Provisions

- 20.1 Any waterworks installed pursuant to an application for extension of service shall be the sole property of the Utility.
- 20.2 The size, type, quality of materials, and their location will be specified by the Utility and the actual construction will be done by the Utility or by a construction agency acceptable to it.
- 20.3 In arriving at the length of the main extension necessary to render service to any point, the distance from such point to the nearest distribution main shall be considered along lines of proper construction and common practice in the location of public waterworks, due consideration being given to the general layout of the Utility's system. The length of the extension shall be measured along the lines of proper construction from the nearest distribution main to the middle of the furthest property to be served.
- 20.4 The Utility will not be required to make extensions where road grades have not been brought to those established by public authority.
- 20.5 Where an extension must comply with a law, statute, bylaw, ordinance, regulation, specification or order of a public authority, the estimated cost of the extension shall be based upon the waterworks required to comply therewith.

Method of Allocating Advances and Refunds

- 20.6 Advances by original applicants:
When more than one applicant is involved and an advance is required in payment for a main extension the amount of the advance shall be divided equally or as otherwise agreed among the applicants are made known to the Utility.
- 20.7 Advances by subsequent customers:
An extension charge equal to a pro-rata share of the original cost of the main extension shall be collected by the Utility from each additional customer who connects to the original main extension within five years. The extension charge collected above shall be refunded equally **or as otherwise agreed** to the customers who already have advances deposited with the Utility as a result of connection to the extension, so that in the result all subscribers will have paid their pro-rata share or as otherwise agreed by them and made known to the Utility.

20.8 Advances which may be required from applicants in payment for extensions will be held by the Utility without interest. Refunds will be made in accordance with these rules and no *person* will have refunded to him an amount in excess of the amount of his advance. Refunds will be paid to the current registered owners of the properties on account of which the deposits were received. Any amount not used by the Utility for construction of the extension and not refunded at the end of five years from the date the advance was received by the Utility from the original applicant or applicants will be retained by the Utility and transferred to the "Deferred Capacity Reserve/Trust Fund" account. Thereafter additional customers will be connected without being required to pay the extension charge.

21. Winter Construction

The Utility reserves the right to refuse to make extensions and install service pipe to a customer's property line under frost conditions in the winter months that would make the undertaking impractical or in the Utility's opinion, excessively costly.

22. Amendments to Tariff

The rates and charges recorded in this tariff are the only lawful, enforceable and collectable rates and charges of the Utility, and shall not be amended without the consent of the Comptroller. The Comptroller, on his own motion, or on complaint of the Utility or other interested persons that the existing rates in effect and collected or any rates charged or attempted to be charged for service by the Utility are unjust, unreasonable, insufficient, unduly discriminatory or in contravention of the *Water Utility Act*, regulations or law, may, after investigation, determine the just, reasonable and sufficient rates to be observed and in force, and shall, by order, fix the rates.

The Utility may submit to the Comptroller, by letter of application together with full supporting documentation, proposed amendments to rates and charges, and other terms and conditions of service. After initial review of the application, the Comptroller may require the Utility to give an acceptable form of notice of the application to its customers and other interested persons. The notice will state a specific time period within which any interested persons may submit objections to the application to the Comptroller. After investigation of the application and any objections thereto, the Comptroller will decide the matter and notify all interested persons of his decision.

23. Disputes

In case of disagreement or dispute regarding the application of any provision of these terms and conditions, or in circumstances where the application of the terms and conditions appears impracticable or unjust to either party, the Utility, or the applicant or applicants, may refer the matter to the Comptroller for adjudication.

Schedule A**Water Service Connection**

The charges shown below apply to connections to a main (see page 2, section 1).

The connection charge (a) recovers the cost incurred by the Utility, and not otherwise recovered, of installing a service connection from the water main to a curb stop and, if required, a meter at the property line of the customer's premises or in the building. Cost herein includes any administrative overhead incurred.

Where, at a time prior to a customer's application for service, a service connection has been installed at no cost to the Utility or at a cost otherwise recovered by the Utility, then upon connection of the service pipe, the rate shown in (b) below shall be paid upon application for service.

(a)	Connection Charge:	At Cost
(b)	Connection of customer's service pipe to an existing curb stop:	\$200.00

Schedule B

Contribution in Aid of Future Construction

Where as a result of premises becoming qualified as authorized premises a greater number of units require or may require service from the utility, thus utilizing waterworks capacity presently or in the future, then, upon application for an extension of service, in addition to the connection charge and any main extension costs, the charge shown below shall be paid.

For each residential service premises
qualifying as authorized premises

To be determined

Notes:

1. For other than a residential service premises, the charge shall be calculated on a single family residential equivalent basis.
2. Monies collected are to be deposited to the Utility's Deferred Capacity Reserve/Trust Fund and may only be released with the written authorization of the Comptroller of Water Rights.

Schedule C**Residential Service Flat Rates**

Applicability: To residential service customers receiving service.

Rates: Rates in the following table are charged semi-annually

Effective date:

July 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
\$ 510.00	\$ 525.30	\$ 541.06	\$ 557.29	\$ 574.01

Notes:

1. From total rates collected (Schedules C, D & G), \$14,560 per year will be deposited into a Replacement Reserve Trust Fund and may only be released with the written authorization of the Comptroller of Water Rights.

Schedule D
Commercial Flat Rates

Applicability: To all commercial customers receiving service.

Rates: Rates in the following table are charged semi-annually

<u>Commercial Customer</u>	Effective date:				
	July 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Dockside 29 (14.5 SFREs)	\$ 7,395.00	\$ 7,616.85	\$ 7,845.36	\$ 8,080.72	\$ 8,323.14
Atco/Britco (2.0 SFREs)	1,020.00	1,050.60	1,082.12	1,114.58	1,148.02
Telegraph Cove Marina (8.0 SFREs)	4,080.00	4,202.40	4,328.47	4,458.33	4,592.08
Boat Garage (1.5 SFREs)	765.00	787.95	811.59	835.94	861.01

Notes:

1. From total rates collected (Schedules C, D & G), \$14,560 per year will be deposited into a Replacement Reserve Trust Fund and may only be released with the written authorization of the Comptroller of Water Rights.

Schedule E

Meter Rates

Applicability: To all customers with metered services.

Rate: Not applicable

Notes:

- 1 From the rates collected, _____ % or \$ _____ per customer will be deposited into a Replacement Reserve/Trust Fund and may only be released with the written authorization of the Comptroller of Water Rights.
- 2 Additional units within the same building are considered to be ½ of a residential service premises and are to pay ½ of the residential service or metered rate.
- 3 Seasonal users who request that their water service be shut off are to be charged at _____% of the residential service user rate while their service is disconnected and be subject to the shut-off and turn-on fees per sections 1(b) and 1(c) of the Tariff.

Schedule F**Fire Suppression Services Agreement (FSSA)**

(Per Agreement with Town of Port McNeill)

- Applicability:** To all lot owners within the Utility's authorized service area
- Rates:** The annual fee will be determined by the Town as set out in the FSSA and is based on the current year municipal levies and current year assessable values for the lands in the Utility's authorized service area.
- Beginning with calendar year 2019, the annual fee for fire suppression services will be submitted by the Town of Port McNeill ("the Town") to the Utility in May, with payment due when property taxes are due, about July 1st. The Town will include a proration of each property's portion of the total amount due.
- On the first customer billing of the year (due March 1), the Utility will invoice property owners at 80% of the previous year's FSSA charge.
- On the second customer billing of the year (due September 1), the Utility will invoice property owners the difference between the FSSA charge on the first billing and the actual current year charge.
- Note:** Fire suppression services have been paid for the 2018 calendar year.

Schedule G

Availability of Service (Rent) Charges

Applicability: To owners of the legal subdivision with Rent Charge Agreements eligible to be registered on title. The Rent Charge becomes effective and due and payable on the first day of the month following CPCN issuance and acceptance of certified as-built drawings (i.e., when lot or lots are eligible for subdivision registration).

Availability: All owners of the lots to which this Rent Charge is applicable shall pay the rate during the period they are not users of water service.

Rates: Rates in the following table are charged semi-annually

Effective date:

July 1, 2018	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
\$ 357.00	\$ 367.71	\$ 378.74	\$ 390.10	\$ 401.81

Notes:

1. For other than residential services lots, the Rent Charge shall be calculated on a SFRE basis.
2. From total rates collected (Schedules C, D & G), \$14,560 per year will be deposited into a Replacement Reserve Trust Fund and may only be released with the written authorization of the Comptroller of Water Rights.
3. Once a customer has received approval to connect to the Utility’s waterworks, has passed inspection and has been accepted by the Utility as a customer, this Rent Charge will no longer apply to the portion of the property connected to the Utility’s waterworks while service is being received. A pro-rated refund of the Rent Charge will be credited to the customer’s account, if applicable. If service is temporarily shut-off (e.g., seasonal use), the customer shall pay a minimum of the Rent Charge payable on a pro-rated basis while not receiving water service or a greater amount if specified in another rate schedule(s) of this Tariff, but not both.
4. Any arrears of Rent Charges shall bear interest from the due date until payment at a rate of 18% per annum accruing daily, and shall be a charge upon the Lands or Future Lot or Lots in question in the same manner as the Rent Charge charged on the Lands.

LAND TITLE ACT
FORM C (Section 233) CHARGE

Aug-31-2019 10:34:52.001

CA7724586

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 6 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.

Patricia Bekar
EHPJRZ
Digitally signed by Patricia Bekar EHPJRZ
Date: 2019.08.31 10:33:25 -07'00'

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

Patricia J. Bekar
Notary Public
527 Fifth Street
Nanaimo
Document Fees: \$74.16

File: 12063
Phone: 250.753.2800

BC V9R 1P2

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

024-965-189 LOT C DISTRICT LOT 79 RUPERT DISTRICT PLAN VIP71975 EXCEPT THAT PART IN STRATA PLAN VIS5792 (PHASES 1 TO 3) AND PLAN VIP83508

STC? YES

3. NATURE OF INTEREST

Rent Charge

CHARGE NO.

ADDITIONAL INFORMATION

Pages 4 to 6, paragraphs 2.1 to 2.9

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):

ISLANDERS DEVELOPMENT INC. (INC. NO. BC1190240)

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

TELEGRAPH COVE UTILITIES LTD.

#201 - 909 ISLAND HIGHWAY
CAMPBELL RIVER

V9W 2C2

BRITISH COLUMBIA
CANADA

Incorporation No
BC0570146

7. ADDITIONAL OR MODIFIED TERMS:

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)

Sarah A. Wilkinson
Notary Public State of Hawaii
4000 Wailea Alanui,
Kihei, HI 96753 USA
Commission Expires 12/3/2021

Execution Date		
Y	M	D
19	08	19

Transferor(s) Signature(s)

ISLANDERS DEVELOPMENT INC.
by its authorized signatory(ies)

CLYDE DAVID WAGNER
Director

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.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

BENJAMIN J.E. ESAU

Lawyer/Notary Public

PO Box 1770

Port Hardy, BC V0N 2P0

Tel (250) 949-6777

Y	M	D
19	08	21

TELEGRAPH COVE UTILITIES LTD.
by its authorized signatory(ies):

TYLER W. MEINHOLD
President

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.

PART 2 -- EXPRESS CHARGE TERMS

ISLANDERS DEVELOPMENT INC.

a British Columbia company (Incorporation No. BC1190240) which maintains its registered and records office at Suite 201 – 909 Island Highway, Campbell River, British Columbia, V9W 2C2.

(hereinafter referred to as the "Land Owner")

TELEGRAPH COVE UTILITIES LTD.

a British Columbia company (Incorporation No. BC0570146) which maintains its registered and records office at Suite 201 – 909 Island Highway, Campbell River, British Columbia, V9W 2C2.

(hereinafter referred to as the "Utility")

- A. WHEREAS the Utility, Telegraph Cove Utilities Ltd., is a water utility within the meaning of the *Water Utility Act* (BC), and is therefore subject to regulation by the Comptroller of Water Rights in all matters, including tariff rules, rates and charges;
- B. AND WHEREAS the Utility maintains and operates the waterworks and the sewerage systems at Telegraph Cove, British Columbia, to serve in part a series of subdivisions collectively known as "Telegraph Point";
- C. AND WHEREAS the Utility is a sewer utility within the meaning of Permit PE-14725 issued by the Ministry of Environment under the *Waste Management Act* (BC) and is therefore subject to its regulation which excludes customer rates and charges;
- D. AND WHEREAS the Land Owner, Islanders Development Inc., is the registered owner in fee simple of Remainder Lot C (as hereinafter defined);
- E. AND WHEREAS the Land Owner has agreed to grant to the Utility a sewerage rent charge to be charged against the said lands (the "Rent Charge") on the terms that follow;
- F. AND WHEREAS it is the intention of the Land Owner to subdivide Remainder Lot C into strata lots, each of which shall be subject to the within described Rent Charge;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the Utility making the sewerage disposal service available to the Land Owner and to the Land Owner's successors in interest, and in consideration of the sum of \$5 now paid by the Utility to the Land Owner (the sufficiency and receipt whereof is hereby acknowledged by the Land Owner), the participants hereby agree as follows:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

- 1.1 The words and expressions defined in this article shall have the meanings herein set out throughout this Agreement (including its recitals) irrespective of whether they are printed in a bold font or otherwise emphasized, and irrespective of whether the first letter of each appears in upper case or lower case type. Where a word or an expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings.
- 1.2 "BCICAC" means the British Columbia International Commercial Arbitration Centre.
- 1.3 "Disputant" means any land-owner who signs a dispute notice.
- 1.4 "Dispute notice" means a notice described in paragraph 2.7 below which has been served in accordance with the provisions of that paragraph.
- 1.5 "Participant" means either the Land Owner or the Utility, as the context in which this term is found within this instrument or the circumstances to which the provisions of this instrument are to be applied shall reasonably admit or require. "Participants" means both the Land Owner and the Utility.
- 1.6 "Person" means any natural person, partnership, trust, society, body corporate, body politic and any other legal entity, including (without limiting the generality of the foregoing) any ministry, department, agency of, or statutory body created by, any government, including a municipal government. The term "person" as used herein means "person or persons" wherever the circumstances to which the provisions of this Agreement are to be applied shall reasonably admit or require.
- 1.7 "Remainder Lot C" means that land legally known and described as: Parcel Identifier 024-965-189 Lot C, District Lot 79, Rupert District, Plan VIP71975, Except that part in Strata Plan VIS5792 (Phases 1 To 3) and Plan VIP83508;
- 1.8 "Sewer/water rate differential". The sewer/ water rate differential is that proportion of the water rate which may be charged by the Utility from time to time for sewage availability of use and disposal, expressed as a percentage, eg., the sewer/water rate differential described in paragraph 2.3 below is 45 percent.
- 1.9 The terms and conditions herein set out shall enure to the benefit of and shall bind both of the participants and their every successor in interest, including, without limiting the generality of the foregoing, any and all companies succeeding a corporate participant by reason of amalgamation, all receivers and receiver-managers, all liquidators, all trustees-in-bankruptcy, all committees, personal representatives and heirs, and all permitted assignees.

ARTICLE 2 – RENT CHARGE

- 2.1 The Utility shall make its sewerage disposal service available to Remainder Lot C. The Land Owner does hereby grant to the Utility, for a term which shall commence upon the date of the registration of this instrument at the Land Title Office and which shall continue in perpetuity, a Rent Charge which shall be charged upon and which shall issue out of



and be payable by the owners of each of the strata lots to be created by the subdivision of Remainder Lot C. This Rent Charge:

- (a) will apply only to the periodic service rates and availability of service rates established by the Utility in respect of any strata lot, and becomes effective and due and payable on the first day of the month following issuance of a Certificate of Public Convenience and Necessity and acceptance of certified as-built drawings (that is, when the lot or lots are eligible for subdivision registration);
- (b) will be payable at such place in British Columbia on or before such dates as the Utility shall determine;
- (c) shall charge every lot or strata lot into which Remainder Lot C may henceforth be subdivided, and shall run with these lands and be binding upon the Land Owner and its successors in title to these lands.

This Rent Charge does not apply to any sewer connection fees applicable to a strata lot.

- 2.2 The Land Owner further covenants with the Utility that the Land Owner and any subsequent owners of Remainder Lot C or of any of the strata lots subdivided from Remainder Lot C will at all times hereafter pay to the said Utility or to its successors in interest the said Rent Charge on the terms described in this Agreement. No person shall continue to have any liability for any charges which may accrue hereunder in respect of any parcel of land after the date upon which that person has ceased to hold title to that parcel of land.
- 2.3 Subject to the provisions of paragraph 2.5 below, barring unusual or unanticipated events the Utility covenants that until the end of the year 2024 the sewer/water rate differential will not exceed 45 percent. If Remainder Lot C provides 10 or more new lot utility accounts to the Utility by the end of 2024 this covenant will be extended to the end of 2029. If Remainder Lot C provides 20 or more new lot utility accounts to the Utility by the end of 2029 this covenant will be extended to the end of 2034. If Remainder Lot C provides 30 or more new lot utility accounts to the Utility by the end of 2034 this covenant will be extended indefinitely.
- 2.4 Sewer rates, charges and fees for the lots in Telegraph Point Phases 4 through 10 of Strata Plan VIS5792 will not exceed those for lots in Telegraph Point Phases 1 through 3 of Strata Plan VIS5792 for the same category properties.
- 2.5 The Utility may only raise the sewer/water rate differential above 45 percent in the event that unusual or unanticipated events or changes should occur which result in unanticipated cost increases having to be borne by the Utility.
- 2.6 The Land Owner shall pay to the Utility the actual cost of sewage treatment plant expansion (up to a maximum of \$150,000 which shall include physical costs and outside consultant costs only, and which shall not include any management, supervision or overhead costs borne by or on behalf of the Utility) as follows: \$15,000 upon the closing of the sale each of the first 10 strata lots derived from Remainder Lot C to be sold by the Land Owner after the registration of this Rent Charge. If the actual expansion cost should

be less than \$150,000, the Utility shall refund any monies received by it hereunder in excess of that amount to the Land Owner.

2.7 In the event:

- (a) that the Utility has raised the sewer/water rate differential in accordance with paragraph 2.5, above the level otherwise established by paragraph 2.3 above, and
 - (b) that the owners of one-half or more of the strata lots encumbered by this Rent Charge dispute the increase by the Utility in the sewer/water rate differential;
- the said owners may commence an arbitration of this differential by the personal service of a notice to the Utility at its registered office or by personal service upon any director, senior officer, liquidator or receiver manager of the Utility. Such notice must:
- (c) request an arbitration;
 - (d) state succinctly the ground(s) upon which the request for arbitration is based;
 - (e) set out the name, occupation, mailing address and email address of the disputant with whom the Utility may negotiate on behalf of all disputants and to whom the Utility may deliver documents; and
 - (f) be signed by all of the land-owners who are disputing the increase.

2.8 In the event that the Utility and the person described in clause 2.7(e) above are unable to come to agreement upon the water/sewer rate differential within 14 clear days of the service of the dispute notice upon the Utility, the arbitration shall be conducted by the BCICAC pursuant to its applicable Rules. The place of arbitration shall be such location within the County of Vancouver Island, British Columbia, as the BCICAC shall determine. Except for the appeal process under the BCICAC Rules, there will be no appeal to any court of any arbitration decision or of any decision of an Appeal Tribunal.

2.9 If the BCICAC should not be in existence when an arbitration is requested, the arbitrator shall be a single arbitrator selected by agreement between the Utility and the person described in clause 2.7(e) above, or, if they should be unable so to agree within 21 clear days of the service of the dispute notice upon the Utility, by the Supreme Court of British Columbia pursuant to section 17 of the *Arbitration Act*, RSBC 1996, Chapter 55. In such case the arbitration will be conducted in accordance with the provisions of that statute.

ARTICLE 3 -- REMEDIES OF THE UTILITY

3.1 Any arrears of Rent Charge shall bear interest from the due date until payment at a rate of Eighteen (18.00%.) percent per annum accruing daily, and shall be a charge upon the lot or strata lots in question.

3.2. If the within Rent Charge should be more than 60 days in arrears with respect to any particular strata lot the Utility may:

- (a) sue the owner for the time being of that lot or strata lot;
- (b) enter upon and take possession or appoint a receiver of that lot or strata lot, and may apply the income therefrom against what is owing to the Utility hereunder;
- (c) sell that lot or strata lot by public auction or by private sale, or lease that lot or strata lot on terms decided by the Utility on 21 days' notice to the defaulting landowner; or
- (d) apply to the Supreme Court of British Columbia for an order that the lot or strata lot be sold on terms approved by the Court.

--end--

EXHIBIT 11

THIS COMMERCIAL INSURANCE POLICY CONSISTS OF THIS (THE _____) ALONG WITH THE "GENERAL CONDITIONS" (OR "STATUTORY CONDITIONS"), AS WELL AS ALL COVERAGE WORDINGS, RIDERS OR ENDORSEMENTS THAT ARE ATTACHED HERETO.

COMMERCIAL INSURANCE POLICY



Effected with certain Lloyd's Underwriters (hereinafter called the Insurer) through Lloyd's approved coverholder ("the Coverholder")



Policy No. ATR02073

Declarations

Effective 5/1/2020

INSURANCE IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN - ON TERMS AND CONDITIONS CONTAINED IN THE FORMS INDICATED. ANY REFERENCE HEREIN TO THE "COMPANY" SHALL BE CONSTRUED AS THE INSURER.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

PURPOSE OF THIS DOCUMENT

New Policy-The Insurer will provide the insurance described in this Policy in return for the premium paid by the Insured and his compliance with the terms of this insurance.

THE COVERHOLDER

SeaFirst Insurance Brokers Ltd

7178 West Saanich Road
Brentwood Bay, British Columbia V8M 1R3

Main: (250) 652-1141
Web Site: www.seafirstinsurance.com

5792S-1
Fax: (250) 652-4427

SUB-AGENT OR SUB-BROKER

SeaFirst Insurance Brokers Ltd.

3 - 7816 East Saanich Road
Saanichton, British Columbia V8M 2B3

Main: (250) 652-5157

5792S-1
Fax: (250) 652-1847

NAMED INSURED AND POSTAL ADDRESS

Owners of Strata Plan VIS 5792
c/o Lynne Paasch
3065 Stubbs Place
Telegraph Cove, British Columbia V0N 3J0

LOCATION OF RISK

Lots 1 - 24 Stubbs Place, Telegraph Cove, British Columbia V0N 3J0

PERIOD OF INSURANCE

From May 1, 2020 to May 1, 2021
(12:01 a.m. standard time at the Postal Address of the Insured)

FORM OF BUSINESS

Corporation

DESCRIPTION OF BUSINESS OPERATIONS

72 Lot Bare Land Strata; Directors and Officers Liability and Insurance Policy for Non-Profit Organization

SUMMARY OF INSURANCE COVERAGE AND ANNUAL PREMIUMS

TYPE OF COVERAGE	ANNUAL PREMIUM	MINIMUM RETAINED COVERAGE PREMIUM
Liability	Incl	Nil
Other	Incl	Nil

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

IN WITNESS WHEREOF THIS POLICY HAS BEEN SIGNED, AS AUTHORIZED BY THE INSURER BY

Agreement No.

ANNUAL PREMIUM ▶

\$1,025

B0429BA1900473

PER

PREMIUM PAYABLE (EXCL. APPL. TAXES) ▶

\$1,025

April 6, 2020

Adapted from LSW1548C

RF

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IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. B0429BA1900473 (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

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Policy No. ATR02073

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
Liability				
L1 (2/01)	Commercial General Liability (Occurrence Form) (IBC 04/98)			
	Products-completed operations included			
	Aggregate limit			
	Applies to products-completed operations only			2,000,000
	Each occurrence limit			2,000,000
	Personal injury limit			2,000,000
	Tenants' legal liability limit - Any one premises			250,000
	Medical expense limit - Any one person			1,000
	Medical expenses limit - Each Occurrence Limit			10,000
LE7 (7/00)	Tenants' Legal Liability Extension (Broad Form)			
LE8a (10/05)	Advertising Liability Extension			
	Advertising injury limit			2,000,000
	Advertising aggregate limit			2,000,000
LE12a (10/05)	Volunteers as Insureds Extension			
LE39 (7/18)	Broad Form Completed Operations			
LD3a (7/18)	Combined Deductible Endorsement (Bodily Injury and Property Damage)			
	Per occurrence	1,000		
LX5a (7/00)	Professional Services Exclusion			
LX6 (10/05)	Blasting, Pile Driving, Weakness of Support Exclusion			
1453E1292	Incidental Malpractice Endorsement			
1441E1292	Condominium Corporation Endorsement			
SFL226	Liability Wording Amendment			
LX32	Pollution Exclusion			
L14 (5/01)	Non-Owned Automobile Liability			2,000,000
LE25 (5/01)	Contractual Liability Extension (SEF 96)			
LE26 (5/01)	Legal Liability for Damage to Hired Automobiles Extension (SEF 94)			
	Collision or upset	1,000		25,000
	Comprehensive	1,000		25,000
MFM2007 Canada	Directors and Officers Limit of Indemnity			1,000,000
MFM2007 Canada	As stated in Schedule A attached to and forming part of policy MFM2007CANADA			
	Retention Amount			
	a) CAD: \$NIL in respect of Loss payable under 1. Insurance Clause (a)			
	b) CAD: \$NIL in respect of Loss payable under 1. Insurance Clause (b)			

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	COINS. %	LIMIT OF INSURANCE
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c) CAD: \$20,000 in respect of Loss payable under 1. Insurance Clause (c)

Insuring Clause (c) Employment Entity Liability - Applicable

Exclusion 14 (Excluding USA) - Applicable

Exclusion 19 (Closely Held) - Applicable

Exclusion 20 (Co-Defendant) - Applicable

Prior and Pending Litigation Date: May 1, 2020

Continuous Cover Clause

Fidelity (sub-limit CAD\$100,000 Retention CAD\$10,000)

Fines & Penalties (sublimit CAD\$20,000 each, CAD\$200,000 in aggregate)

Loss of Documents (sub-limit CAD\$50,000 Retention CAD\$2,500)

Loss of Reputation Costs (sub-limit CAD\$20,000 each, CAD\$200,000 in the aggregate)

Occupational Health & Safety Costs (sub-limit CAD\$500,000)

Reinstatement of Limit of Indemnity (sub-limit CAD\$2,000,000 in respect of non-executive directors only)

Notify Claims to: R K Harrison Group Limited c/o SeaFirst Insurance Brokers Ltd. 7178 West Saanich Road, Brentwood Bay, BC V8M 1R3

Acquisition Clause: \$10,000,000.

Annual Premium: \$300

Pollution Defence Costs: Refer to Extension 4(b)

Other

LMA5393 Communicable Disease Endorsement - Property

LMA5395 Communicable Disease Endorsements - Liability

LMA5401 Property Cyber & Data Exclusion

O10 (8/04) Illegal Substance Exclusion

7058 Avian Flu Exclusion

LW002/18 Asbestos Exclusion

April 6, 2020

RF

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Policy No. ATR02073

Declarations

Effective 5/1/2020

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	LIMIT OF COINS. % INSURANCE
LW001/18	Electronic Data and Cyber Risk Exclusion		
LW003/18	Mould Exclusion		
R1 (12/09)	Additional Agreements and Conditions		
R2 (7/00)	Business Income General Policy Conditions		
R3 (8/04)	Commercial Crime General Conditions and Definitions		
R4 (11/00)	Electronic Date Recognition Exclusion		
R8 (8/04)	Fungi and Fungal Derivatives Exclusion		
LSW1543D (5/19)	Privacy: Notice Concerning Personal Information		
LSW1001 (8/94)	Several Liability Clause		
LSW1542F (9/14)	Lloyd's Policyholders' Complaint Protocol		
LMA3100	Sanction Limitation and Exclusion Clause		
LMA5028	Service of Suit Clause (Canada)		
LMA5097	Binding Authority Combined		
LSW5185	Made In Canada Clause		
LMA3020	Absolute Microorganism Exclusion (Property)		
NMA464	War and Civil War Exclusion		
NMA1978A	Nuclear Incident Exclusion Clause		
NMA2920A	Terrorism Exclusion		
NMA1622	Radioactive Contamination Exclusion		
NMA1331	Cancellation Clause		
NMA2915	Electronic Data Endorsement B		
NMA2962	Biological or Chemical Material Exclusion		

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FORM NO.	TYPE OF COVERAGE	DEDUCTIBLE	LIMIT OF COINS. % INSURANCE
NMA2918	War and Terrorism Exclusion Endorsement		
NMA2340	Seepage & Pollution & Contamination Exclusion		
LSW1815 (7/ 12)	Statutory Conditions (British Columbia)		
LSW1589	Avian Influenza and Sars Exclusion		
LSW1565C (10/12)	Lloyd's Underwriters Code of Consumer Rights & Responsibilities		
LSW1135B	Lloyd's Privacy Policy Statement		
LSW1554	Subscription Policy		
LSW1548C	Standard Declarations		
R7 (3/02)	Short Rate Cancellation Table		
LMA5190 (7/ 12)	Canada Subscription Policy		

Annual Premium:

\$1,025

EXHIBIT 12

TELEGRAPH POINT PURCHASE AND SALE AGREEMENT

Rev. August 11, 2020

DATE OF THIS AGREEMENT: _____, 20____

BETWEEN:

ISLANDERS DEVELOPMENT INC., a
British Columbia company (Inc No. BC1190240),
201 – 909 Island Highway, Campbell River, BC
V9W 2C2

(hereinafter referred to as “Islanders” or “Vendor”)

OF THE FIRST PART

AND:

Full Name (please type or print)

Street Address

Municipality

Prov/State

Postal/Zip Code

Telephone Number

Fax Number

Email Address

(hereinafter referred to or collectively referred to,
as the case may be, as the “Purchaser”)

OF THE SECOND PART

*DATE DISCLOSURE STATEMENT RECEIVED:

*STRATA LOT NUMBER:

*LEGAL DESCRIPTION OF PROPERTY: Lot C, District Lot 79 Rupert District, Strata Plan
VIS5792 (see plan as to limited access)

*PURCHASE PRICE:

*AMOUNT OF DEPOSIT:

VENDOR FINANCING (if applicable):

BALANCE OF PURCHASE PRICE:

Initials

+GST (5% OF PURCHASE PRICE): GST# _____

+PROPERTY TRANSFER TAX: _____

+START UP FEE: _____ \$200.00

+CONVEYANCE FEE: _____ \$500.00

+STRATA MAINTENANCE FEES
(if applicable, pro-rated to _____)

+REAL PROPERTY TAXES:
(if applicable, pro-rated to _____)

TOTAL AMOUNT PAYABLE: _____

*COMPLETION DATE: Within 7 days after notice from Islanders that the Strata Plan has been submitted for registration.

*POSSESSION DATE: The first day following the completion date.

*VENDOR'S SOLICITOR: Doug Springford, Stewart & Springford LLP,
#8 – 1540 Springhill Drive, Kamloops, BC V2E 2H1

*PURCHASER('S') SOLICITOR: _____

WHEREAS Islanders wishes to sell the strata lot to the Purchaser and the Purchaser wishes to buy the strata lot from Islanders;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and promises herein contained to be performed by the participants, the participants hereby covenant and agree each with the other as follows:

ARTICLE 1 - DEFINITIONS & INTERPRETATION

1. "Business day" means any day upon which the Victoria Land Title Office is open for the purpose of receiving applications.
2. "Completion date" means the date set out on the line adjacent to the words "COMPLETION DATE" which appear on the second page hereof.
3. "Deposit" means that amount of money which is set out on the line adjacent to the word "DEPOSIT" which appears on the first page hereof.

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4. "Participant" means either party to this Agreement. "Participants" means both parties to this Agreement.
5. "Permitted encumbrances" means reservations and exceptions contained in the original grant from the Crown together with:
 - (a) Covenant No. EC109096 in favour of Her Majesty the Queen in Right of the Province of British Columbia and the Regional District of Mount Waddington;
 - (b) Covenant No. ES12283 in favour of the Crown in Right of British Columbia and the Regional District of Mount Waddington;
 - (c) Covenant No. ES20068 in favour of the Crown in Right of British Columbia;
 - (d) Statutory Right of Way No. EW56362 in favour of British Columbia Hydro and Power Authority.
 - (e) Statutory Right of Way No. EX65860 in favour of Telegraph Cove Utilities Ltd.;
 - (f) Rent Charge No. EX65862 in favour of Telegraph Cove Utilities Ltd.; and
 - (g) Rent Charge No. CA7724586 in favour of Telegraph Cove Utilities Ltd.
 - (h) Statutory Building Scheme – to be registered in substantially the same form as is referred to in the Disclosure Statement.
6. "Person" means any natural person, partnership, trust, society, body corporate, body politic and any other legal entity, including (without limiting the generality of the foregoing) any ministry, department, agency of, or statutory body created by, any government, including a municipal government. The term "person" as used herein means "person or persons" wherever the circumstances to which the provisions of this Agreement are to be applied shall reasonably admit or require.
7. "Possession date" means the date set out on the line adjacent to the words "POSSESSION DATE" which appear on the second page hereof and is the date of possession of the Strata lot for the Purchaser.
8. "Purchase price" means the purchase price of the Strata lot which is set out on the line adjacent to the words "PURCHASE PRICE" which appear on the first page hereof and which is the amount to be paid to Islanders by the Purchaser on the Completion Date.
9. "Purchaser's solicitor" means the solicitor described on the lines adjacent to the words "PURCHASER(S) SOLICITOR" which appear on the second page hereof.

10. "Strata lot" means (except in paragraph 1.5 above) that strata lot which is described on the line adjacent to the words "LEGAL DESCRIPTION OF PROPERTY" which appear on the first page hereof.
11. "Vendor's solicitor" means the solicitor described on the lines adjacent to the words "VENDOR(S) SOLICITORS" which appear on the second page hereof.
12. Where the Purchaser consists of more than one person, and notwithstanding the fact that the Purchaser may be referred to herein by the singular masculine pronoun, all covenants of that participant are, and shall in all respects be deemed to be, the joint and several covenants of the persons who comprise the Purchaser.
13. References to times of the day in this Agreement shall be references to Pacific Standard Time during that portion of the year in which the City of Victoria operates on Pacific Standard Time, and references to Pacific Daylight Saving Time during that portion of the year in which the City of Victoria operates on Pacific Daylight Saving Time.
14. Any reference to any statute, regulation, bylaw or rule herein contained shall be deemed to include a reference:
 - (a) to it as it may be amended subsequent to the making of this Agreement, or
 - (b) to any statute, regulation, bylaw or rule enacted in substitution therefor.
15. Where a word or an expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings. The words and expressions defined in this article shall have the meanings herein set out throughout this Agreement irrespective of whether they are printed in a bold font or otherwise emphasized, and irrespective of whether the first letter of each appears in upper case or lower case type.
16. The headings contained in this Agreement and in any annexures to it are not intended to be complete or accurate descriptions of the content of the articles or the paragraphs to which they relate, and do not affect the interpretation of this Agreement or define, limit or construe the contents of any provision of it.
17. Wherever the singular or the masculine pronoun is used in this Agreement, the same shall be construed to mean the plural, or the feminine, or the body politic or corporate, where the context in which this term is found within this Agreement or the circumstances to which the provisions of this Agreement are to be applied shall reasonably admit or require.
18. The terms and conditions herein set out shall enure to the benefit of and shall bind each of the participants and his every successor in interest, including, without limiting the generality of the foregoing, any and all companies succeeding a corporate participant by reason of

amalgamation, all receivers and receiver/managers, all liquidators, all trustees in bankruptcy, all committees, personal representatives and heirs.

ARTICLE 2 - PURCHASE OF STRATA LOT

1. Islanders hereby agrees to sell the Strata lot to the Purchaser and the Purchaser hereby agrees to buy the Strata lot from Islanders for the Purchase price.
2. The Purchaser may terminate this Agreement by delivering written notice of termination to Islanders or to the Vendor's solicitor no later than the date written on the second page of this Agreement next to the words "TERMINATION DEADLINE", in which case all of Purchaser's deposits shall be promptly refunded to Purchaser, whereupon neither party to this Agreement shall have any rights or claims against the other party.
3. The Purchase price shall be paid to Islanders as follows:
 - 3.1. The Deposit shall be delivered by the Purchaser to the Vendor's solicitor within 4 business days following the execution of this Agreement by the Participants in the form of a certified cheque, bank draft or solicitor's trust account cheque.
 - 3.2. The balance of the Purchase price, subject to the adjustments provided in paragraph 2.5 below, shall be paid by solicitor's trust account cheque or by certified cheque or bank draft drawn upon any chartered bank, trust company or credit union which has an office located within the Province of British Columbia which is open to members of the general public for the purpose of receiving deposits shall be paid by the Purchaser to the Vendor's Solicitors, in trust, on the Completion date.

In the event that the Purchaser shall fail to deliver the deposit to the Vendor's solicitor in the form and within the time set out in sub-paragraph 3.3.1 above this Agreement shall, at the sole option of Islanders, become null and void.

4. The transaction set out in this Agreement shall be completed at 16:30 hours on the Completion date, and shall be completed at the offices of the Vendor's solicitor, unless the participants otherwise agree. Time shall be of the essence hereof, and if the funds referred to in subparagraph 3.3.2 are not paid on the Completion date, Islanders may, at its sole option, terminate this Agreement, in which event the amount of the deposit will be absolutely forfeited to Islanders as liquidated damages, without any prejudice to, or limitation upon, Islanders' other remedies at law and in equity.

5. Adjustments of property taxes, monthly maintenance fees and other matters normally adjusted between a vendor and a purchaser shall be made with respect to the strata lot as of the Completion date set out on the second page hereof.
6. Subject to the provisions of section 2.4, the Purchaser shall be entitled to have possession of the Strata lot at 17:00 hours on the Possession date.
7. The Purchase price shall include all improvements, fixtures, appurtenances and attachments, located on or forming part of the Strata lot.
8. The Strata lot shall be at Islanders' risk until the Completion date.
9. The Purchaser shall bear all costs of the preparation and registration of the conveyance of title from Islanders to the Purchaser. Islanders shall bear all other costs for legal services rendered by its own solicitors in connection with the conveyance, including, without limiting the generality of the foregoing, all costs for clearing title to the strata lot of encumbrances, save for the permitted encumbrances.
10. Without the Vendor's prior consent, any assignment of this purchase agreement is prohibited. The Purchaser may only assign the Purchaser's interest in the Strata Lot or in this Agreement or direct the transfer of the Strata Lot to any other or additional party with the written consent of the Vendor, which consent may be arbitrarily withheld. Unless the Vendor so consents, the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named herein.

Note: An assignment under the *Real Estate Development Marketing Act* is a transfer of some or all of the rights, obligations and benefits under a purchase agreement made in respect of a strata lot in a development property, whether the transfer is made by the purchaser under the purchase agreement to another person or is a subsequent transfer.

Also Note: Each proposed party to an assignment agreement must provide the developer with the information and records required under section 10.2 of the *Real Estate Development Marketing Act* as follows:

- (2) For the purposes of section 20.3 (1) of the Act, unless a developer does not permit the assignment of the purchase agreement, a purchase agreement must include the following notice, in substantially the following form:

Before the developer consents to the assignment of this purchase agreement, the developer will be required to collect information and records under the *Real Estate Development Marketing Act* from each proposed party to an assignment agreement, including personal information, respecting the following:

- (a) the party's identity;
- (b) the party's contact and business information;

- (c) the terms of the assignment agreement.

Information and records collected by the developer must be reported by the developer to the administrator designated under the *Property Transfer Tax Act*. The information and records may only be used or disclosed for tax purposes and other purposes authorized by section 20.5 of the *Real Estate Development Marketing Act*, which includes disclosure to the Canada Revenue Agency.

ARTICLE 3 - ISLANDERS' WARRANTIES AND REPRESENTATIONS

1. Islanders hereby warrants and represents to the Purchaser:
 - (a) that Islanders is a resident of Canada within the meaning of the *Income Tax Act* (Canada); and
 - (b) that the title to the strata lot will on the Completion date be free and clear of all mortgages, judgments, arrears of taxes, assessments, rates and all other financial charges of any nature or kind whatsoever (save for the permitted encumbrances), or, in the alternative, that the vendor's solicitor shall at the completion of the sale give to the Purchaser's solicitor the Vendor's solicitor's undertaking to clear the title to the strata lot of all mortgages and judgments which are registered upon Islanders' title to the strata lot at the Victoria Land Title Office on the Completion date, all arrears of taxes, assessments, rates and all other financial charges of any nature or kind whatsoever within a reasonable period of time following the Completion date.
2. Islanders shall pay all costs actually incurred for the purpose of maintaining Strata Plan up to and including December 31, 2021 or to such later date as may be mandated by the *Strata Property Act* (BC). At the closing the Purchaser shall remit to Islanders a Start Up Fee equal to the amount set out above on page 1 in order to provide working capital to the strata corporation.

ARTICLE 4 – PURCHASER'S RELEASE AND REPRESENTATION

1. **The Purchaser acknowledges and agrees that prior to the execution of this Agreement, the Purchaser received a copy of the Disclosure Statement and all amendments, if any, and was given an opportunity to read and understand the Disclosure Statement and all amendments, if any, all as required by the *Real Estate Development Marketing Act* (BC).**

2. The Purchaser hereby remises, releases, acquits and forever discharges Islanders and its past, present and future shareholders, directors, officers, employees, agents, successors and assigns, subsidiaries and affiliates (in this paragraph collectively referred to as the “releasees”) from, and shall waive any and all claims, demands, actions, or causes of action which the Purchaser may have after its acquisition of title or thereafter may have against, Islanders and/or the releasees for claims, damages, actions, causes of action, costs, demands, losses, expenses, injuries, liabilities, penalties, fines or otherwise, of any and every kind whatsoever, with respect to or as a result of:
- (a) the presence, use, generation, storage, treatment, disposal, release, threatened release, migration or discharge of noise, dust, or hazardous substances from any quarrying or construction site preparation activity of any kind (including, but not limited to, drilling and blasting), any construction activity, or by any machinery or equipment used in furtherance of such activities;
 - (b) any violations or alleged violations of any statutes, regulations, bylaws or orders intended to protect the environment;
 - (c) otherwise arising out of or in connection with any environmental, structural or physical conditions with respect to any land; or
 - (d) Islanders’ election not to enforce, or Islanders’ abandonment of any attempt to enforce, any of the provisions of any restrictive covenant or any statutory building scheme against any owner of any strata lot within Strata Plan VIS5792.

This release is a covenant that runs with the land. The Purchaser covenants and agrees with Islanders that he will not sell, transfer, assign or in any manner dispose of the land without first obtaining a release on the terms and conditions herein from his transferee or assignee, including the covenant to obtain a further release in substantially the same terms as this release upon a future sale, transfer, assignment or a disposition of the Strata lot. The provisions of this paragraph shall survive the completion of the sale and purchase transaction herein contemplated.

ARTICLE 5 – CONDITIONS OF CLOSING

5.1 The parties acknowledge and agree that this Agreement is subject to the following conditions of closing:

- (a) Vendor’s conditions – the conditions upon which the Vendor must complete this Agreement of purchase and sale include the following:
 - (i) the Vendor has been able to sell, during the period permitted by the Superintendent of Real Estate, under the *Real Estate Development Marketing Act*, and on the basis set out in this Agreement, to other

potential purchasers, a sufficient number of Strata lots so as to make the development of Phases 4 and 5 suitable;

- (ii) The Vendor has been able to install and construct all of the utilities, appliances, connections, works, conduits and other aspects to be supplied and installed on the lands as to secure final approval of the application to subdivide;

(b) Purchaser's conditions: _____

ARTICLE 6 - THE COMPLETION OF THE SALE AND PURCHASE TRANSACTION

- 1. At the closing Islanders shall deliver to the Purchaser's solicitor the following:
 - (a) a Freehold Transfer duly executed by Islanders in a form registerable at the Victoria Land Title Office, and
 - (b) a Certificate of Payment in Form F to the *Strata Property Regulation* (BC).
- 2. At the closing the Purchaser's solicitor shall pay to the Vendor's solicitor that portion of the Purchase price referred to in subparagraph 3.3.2 above by certified cheque, bank draft or solicitor's trust account cheque.
- 3. At the closing the Vendor's solicitor shall deliver to the Purchaser's solicitor, at the Vendor's solicitor's option, either:
 - (a) particulars of the discharges of any encumbrances of the strata lot other than the Permitted encumbrances; or
 - (b) the Vendor's solicitor's undertaking to the Purchaser's solicitor that the encumbrances of the Strata lot other than the Permitted encumbrances shall be discharged within a reasonable period of time.

ARTICLE 7 - NOTICES

7.1 All notices given to participants pursuant to the provisions of this Agreement shall be in writing and shall be delivered to a participant by fax or by email (if and only if a fax number or an email address for delivery is given for a Participant on the first page hereof) or by

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personal delivery or double registered mail at his civic address as it appears on the first page of this Agreement.

- 7.2 A notice given pursuant to the provisions of this Agreement shall be effective and shall be deemed to have been delivered:
- (a) if by personal delivery or by fax or email transmission received prior to 16:00 hours local time in the jurisdiction in which it is delivered, on the date of such delivery or transmission;
 - (b) if by personal delivery or by fax or email transmission received after 16:00 hours local time in the jurisdiction in which it is delivered, on the business day next following such delivery or transmission; or
 - (c) if by double registered mail, on the next business day following actual receipt.
- 7.3 Either Participant may change his civic or email address for delivery or his fax number for delivery by notice to the other Participant. The civic address for delivery of every Participant shall be a street address and not a post office box number or other box number.

ARTICLE 8 - GENERAL PROVISIONS

8.1 Time is of the essence of this Agreement.

8.2 The failure of either Participant to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit that Participant's rights herein contained including the provision that time is of the essence hereof. In the event that time being of the essence should be waived by either or any Participant at any time, time shall continue to be of the essence of this Agreement without the necessity of the Participant so waiving giving notice to the other reinstating this provision.

8.3 There are no implied covenants contained in this Agreement other than those of good faith and fair dealing. This Agreement contains the entire understanding between the Participants relating to the subject matters hereof, and supersedes all representations, warranties and agreements, whether oral or written, which antedate it. No modification of this Agreement shall be valid unless made in writing in the English language and duly executed by the Participants.

8.4 Each of the Participants hereby covenants and agrees:

- (a) to execute and to deliver to the other such further and other agreements, instruments, assurances, undertakings, acknowledgments and documents;

- (b) to cause such meetings to be held, such resolutions to be passed and such bylaws to be enacted;
- (c) to exercise his vote and influence; and
- (d) to do and to perform and to cause to be done and performed any such further and other acts and things;

as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

8.5 Should any portion of this Agreement be held to be invalid or unenforceable by an arbitrator or by any court of competent jurisdiction, then:

8.6 for the purposes of the interpretation and enforcement of this Agreement each paragraph, subparagraph and clause hereof shall be deemed to be a separate provision and to be severable; and

8.7 the invalid or unenforceable provision shall be severed from and shall be deemed not to be a part of this Agreement, but such severance shall in no way affect any of the remaining provisions hereof or cause the same to be void.

8.8 This Agreement may be executed in counterpart and shall (in the absence of any other provision herein contained to the contrary) be deemed to have been entered into in the Province of British Columbia on the date which appears at the head of the first page hereof. Counterparts of this Agreement may be delivered by being scanned and emailed or by fax transmission. A collection of counterparts of this Agreement bearing between or among them the signatures of all Participants shall be deemed to be one original fully executed copy of it, to be for all purposes as effective as if the Participants had executed and delivered manually signed copies of this Agreement each to the other.

IN WITNESS WHEREOF the Participants execute this Agreement and deliver counterparts of the same each to the other.

NOTE: ONE PARTICIPANT MAY NOT WITNESS ANOTHER PARTICIPANT'S EXECUTION OF THIS DOCUMENT.

SIGNED SEALED AND DELIVERED by)
the PURCHASER in the presence of:)

Signature of Witness)

Name of Witness)

Address)

Occupation
(as to all signatures)

Sign above and print name below line

Sign above and print name below line

ISLANDERS DEVELOPMENT INC.

Per:

Authorized Signatory

DISCLOSURE STATEMENT

The Purchaser acknowledges that the Vendor has delivered and the Purchaser had received a copy of the disclosure statement for the Development including all amendments thereto, if any, filed up to the date hereof and the Rental Disclosure Statement for the Development (collectively the "Disclosure Statement") and has been given a reasonable opportunity to read the Disclosure Statement and execution by the Purchaser of this agreement will constitute a receipt in respect thereof, The Purchaser acknowledges that it consents to receipt of the Disclosure Statement in digital form.

Purchaser

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