

**DISCLOSURE STATEMENT**

**REAL ESTATE DEVELOPMENT MARKETING ACT (BRITISH COLUMBIA)**

DATED: May 30, 2016

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

DEVELOPMENT: SKYRIDGE

DEVELOPER: SKYRIDGE LIMITED PARTNERSHIP

DEVELOPER'S ADDRESS: c/o 1900-885 West Georgia Street  
Vancouver, BC  
V6C 3H4

DEVELOPER'S MAILING ADDRESS: PO Box 914  
Squamish, BC  
V8B 0A6

REAL ESTATE AGENT: Jennifer Sale  
MAILING ADDRESS OF AGENT: Sutton Group West Coast Realty  
#36 - 4314 Main Street  
Whistler, BC  
VON 1B4

**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 (BRITISH COLUMBIA)*. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.

**PURCHASE AND SALE AGREEMENT INFORMATION**

This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 of the Disclosure Statement for information on the purchase agreement. That information has been drawn to the attention of \_\_\_\_\_

*(insert purchaser's name)* who has confirmed that fact by initialling in the space provided here:

Initial Here	Initial Here	Initial Here	Initial Here
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## RIGHT OF RESCISSION

Under Section 21 of the *Real Estate Development Marketing Act* (British Columbia) 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 seven (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.

A purchaser may serve a notice of rescission by delivering a signed copy of the notice in person or by registered mail 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 on 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 his/her/its purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

**REAL ESTATE DEVELOPMENT MARKETING ACT - AMENDED POLICY STATEMENT 6**  
**ADEQUATE ARRANGEMENTS - UTILITIES AND SERVICES**

If the developer has not obtained a satisfactory financing commitment, the developer may market the development units, but only on complying with the following terms and conditions:

- (a) The estimated date for obtaining a satisfactory financing commitment, as disclosed in the disclosure statement, is 9 months or less from the date the developer filed the disclosure statement with the superintendent;
- (b) The developer markets the proposed development units under the disclosure statement for a period of no more than 9 months from the date the disclosure statement was filed with the superintendent, unless an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is filed with the superintendent during that period. The developer must also either:
  - (i) prior to the expiry of the 9 month period, file with the superintendent an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment; or
  - (ii) upon the expiry of the 9 month period, immediately cease marketing the development and confirm in a written undertaking to the superintendent that all marketing of the development has ceased and will not resume until after the necessary amendment has been filed, failing which a cease marketing or other order may be issued by the superintendent to the developer without further notice.

Additionally, the developer must provide written notice without delay to the superintendent if, during the 9 month period, all units in the development property being marketed under this Policy Statement are sold or the Developer has decided not to proceed with the development.

- (c) Any purchase agreement used by the developer, with respect to any development unit offered for sale or lease before the purchaser's receipt of an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment, contains the following terms:
  - (i) If an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is not received by the purchaser within 12 months after the initial disclosure statement was filed, the purchaser may at his or her option cancel the purchase agreement at any time after the end of that 12 month period until the required amendment is received by the purchaser;
  - (ii) The amount of the deposit to be paid by a purchaser who has not yet received an amendment to the disclosure statement that sets out particulars of a satisfactory financing commitment is no more than 10% of the purchase price; and
  - (iii) All deposits paid by a purchaser, including interest earned if applicable, will be returned promptly to the purchaser upon notice of cancellation from the purchaser;
- (d) The disclosure statement includes, as an exhibit, a copy of the developer's purchase agreement used under this Policy Statement; and
- (e) Provisions (a), (b) and (c) above, must be set out in bold print in the disclosure statement immediately after the statutory right of rescission.

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Exhibits

- Exhibit "A" — Draft Strata Plan and Form V Schedule of Unit Entitlement
- Exhibit "B" — Draft Statutory Building Scheme
- Exhibit "C" — Form Y Owner Developer's Notice of Different Bylaws
- Exhibit "D" — Interim Operating Budget and Strata Fee Maintenance Schedule
- Exhibit "E" — Rental Disclosure Statement (Form J)
- Exhibit "F" — Summary of Legal Notations, Charges, and Encumbrances
- Exhibit "G" — Draft Contract of Purchase and Sale
- Exhibit "H" - Geotechnical Report

## 1. THE DEVELOPER

### 1.1 Incorporation

- (a) Jurisdiction of Developer: British Columbia
- (b) Date of Registration of Developer: September 30, 2015
- (c) Registration Number of Developer: LP671253
- (d) The general partner of the Developer is Skyridge Development Corp. (the "**General Partner**"), a British Columbia company incorporated on September 9, 2015 under incorporation number BC1048504.

### 1.2 History

The Developer was created solely to acquire and develop certain property in the District of Squamish, B.C., of which the Development is a part. The Developer owns the lands forming part of this Development as well as lands adjacent to the Development and will be developing such lands including, but not limited to, by way of single family subdivision and strata subdivision.

### 1.3 Registered and Records Office of the Developer and the General Partner of the Developer

Registered and Records Office of the  
Developer and the General Partner  
of the Developer:

Koffman Kalef LLP  
1900 - 885 West Georgia Street  
Vancouver, B.C. V6C 3H4

### 1.4 Directors of the General Partner of the Developer

Jason Wood and Mark Atmore

### 1.5 Developer's Background and Conflicts of Interest

- (1) The directors and officers of the general partner of the Developer collectively have over 20 years of experience in the residential development industry in the Lower Mainland of British Columbia. Jason Wood, a director of the General Partner and principal of Diamond Head Development, has been involved in the construction industry and has been building homes in the Greater Vancouver, Squamish, Whistler and Sea to Sky corridor over the last 12 years. Mark Atmore, a director of the General Partner, has been involved in numerous real estate transactions throughout B.C. and is also a licensed mortgage broker who since 2004 has transacted thousands of residential and commercial mortgages throughout British Columbia.
- (2) 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 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; 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 General Description of the Development

- (a) The development known as "Skyridge" (the "**Development**") will include 13 residential bare land strata lots (the "**Strata Lots**"), all of which are being marketed by the Developer.
- (b) The Strata Lots will be created from the Land (as hereinafter defined) and will be created by the filing of a strata plan (the "**Strata Plan**"). A reduced copy of the draft Strata Plan is attached as Exhibit "A" to this Disclosure Statement. The Developer reserves the right to make modifications to the proposed Strata Plan prior to submitting the final registrable strata plan for registration in the Land Title Office.

- (c) The Strata Plan for the Development will be filed pursuant to, and governed by, the *Strata Property Act* (B.C.) (the “SPA”) and the regulations thereto (the “Regulations”).
- (d) The Strata Lots and the Development are part of a larger development plan controlled by the Developer. The Developer intends to develop the Lands (other than the Strata Lots) for other uses including ground-oriented townhouse, duplex, multi-unit residential, and school and child care facilities. The Developer reserves the right, in its absolute discretion, to vary the intended development of the Lands (other than the Strata Lots) and to apply for rezoning of any portion of the Lands (other than the Strata Lots) to permit other uses not presently permitted. The information disclosed in this section 2.1(d) is for information only and is subject to change. The Developer is not representing nor guaranteeing that it will commence or complete any development of the Lands (other than the Strata Lots) described in this section 2.1(d).
- (e) The civic addresses for the Strata Lots are not currently known because the road providing access to the Strata Lots has not yet been named.

## 2.2 Permitted Use

The Council of the District of Squamish approved the rezoning of the Lands under District of Squamish Zoning Bylaw No. 2200, 2011 Amendment Bylaw (Dowad Drive) No. 2381, 2015 from Residential 1 (RS-1) to Comprehensive Development Zone 83 (CD-83). The Comprehensive Development Zone 83 (CD-83) zoning applicable to the Strata Lots permits the use of the Strata Lots for single unit dwelling (excluding mobile homes) residential purposes, among other uses. The only restrictions on the use of the Strata Lots are those imposed by any applicable laws, including, the zoning bylaws of the District of Squamish and any charges registered or to be registered against the Land. Information on the District of Squamish zoning bylaw can be obtained at the following link:

<http://squamish.ca/assets/PDF/Zoning-bylaw.pdf>

The Developer does not intend for the Strata Lots to be used for commercial purposes.

Note that the District of Squamish may update its website from time to time and it may not be up-to-date at all times. Further information and details about zoning requirements and permissible uses can be obtained by contacting the Development Services Department at 604-892-5217 or at the Squamish District Office located at 37955 2 Avenue, Squamish, British Columbia V8B 0A3.

## 2.3 Building Construction

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

A building permit from the District of Squamish will be required for the construction of any improvements, including the dwelling house, on the Strata Lots. Purchasers will be responsible for obtaining their own building permits and complying with District of Squamish Building Bylaw No. 1822, 2004. More information relating to building permits can be obtained by contacting the Building Department of the District of Squamish by telephone at 604-815-5011 or by email at [building@squamish.ca](mailto:building@squamish.ca).



A geotechnical report of soil conditions required under the District of Squamish Building Bylaw No. 1822, 2004 will need to be obtained by purchasers at the building permit stage. More information relating to geotechnical report and requirements can be obtained by contacting the Building Department of the District of Squamish by telephone at 604-815-5011 or by email at [building@squamish.ca](mailto:building@squamish.ca).

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 "B" hereto, which may be amended by the Developer as may be required to meet current land title office registration requirements.

#### 2.4 Phased Strata Plan

Not applicable. The Strata Lots are not part of a phased strata plan.

### 3. STRATA INFORMATION

#### 3.1 Unit Entitlement

- (a) The unit entitlement of each Strata Lot is a figure that is used in calculations to determine the Strata Lot's share of the common property and common assets of the Development, and the common expenses and liabilities of the Strata Corporation. A schedule of the proposed Schedule of Unit Entitlement for the Strata Lots, which is as set out in the Proposed Form V Schedule of Unit Entitlement, is attached as part of Exhibit "A" to this Disclosure Statement.
- (b) The unit entitlement for each Strata Lot in the Development is the same whole number. This is a common formula in the case of bare land strata lots.
- (c) The Proposed Form V Schedule of Unit Entitlement attached as part of Exhibit "A" is expected to contain substantially the same information as set out in the attached Exhibit "A", subject to necessary changes or corrections incidental to the final form of the Strata Plan including but not limited to necessary or incidental changes to the dimensions, configurations and areas of the Strata Lots.

#### 3.2 Voting Rights

All of the Strata Lots in the Development are residential and unless otherwise specified, permitted or required in accordance with the Strata Property Act, at an annual or special general meeting, each Strata Lot will have one vote in the Strata Corporation.

#### 3.3 Common Property and Facilities

- (a) Common property includes any part of the Development shown on the Strata Plan that is not part of a Strata Lot, and includes pipes, wires, chutes, ducts and other facilities for utilities supplied to the Strata Lots. Common property and equipment, including common facilities and other assets of the Strata Corporation will be owned by the owners of the Strata Lots, as tenants in common, in proportion to the Unit Entitlement of each Strata Lot.

- (b) The Common Property of the Development will include the following:
- (i) Limited Common Property as described in section 3.4;
  - (ii) Common Property Roads (as described in section 3.8);
  - (iii) green space; and
  - (iv) underground utility systems.

The approximate size and location of the Common Property are shown on the draft Strata Plan attached as Exhibit "A".

The Strata Corporation is responsible for the maintenance of all Common Property, including snow clearance, maintenance and repair in respect of the Common Property Roads, and the maintenance of any water, sanitary sewer and storm sewer lines within the Common Property. In addition:

- (i) the Strata Corporation will be responsible for maintaining certain common utilities and trails which are within Common Property
- (ii) the Strata Corporation is responsible for collecting and administering the amounts payable by the owners of the Strata Lots in relation to the maintenance (including snow removal), repair and upkeep of Common Property Roadways, as described in section 3.8(h).

### 3.4 Limited Common Property

Limited common property is an area within the common property of a strata plan that is designated for the exclusive use of one or more strata lot owners. Any maintenance expenses in respect of limited common property is paid by the strata corporation, unless the strata corporation, by bylaw, makes the owners responsible for the repair and maintenance of limited common property which they use. As of the date of this Disclosure Statement, no portions of the Development have been designated as limited common property.

### 3.5 Bylaws

The Bylaws of the Strata Corporation will be those contained in the proposed Form Y Owner Developer's Notice of Different Bylaws attached hereto as Exhibit "C" (the "Bylaws").

### 3.6 Parking

The owner of each Strata Lot will construct parking areas within the owner's Strata Lot as required by the Strata Lot owner and in conformance with the requirements of the Statutory Building Scheme and any applicable bylaws, regulations, rules and other requirements of the District of Squamish. There are no common or guest parking areas in the Development, except that parallel parking will be available along the south side of Strata Road A subject to all applicable municipal rules and regulations.

### 3.7 Budget

- (a) An estimated budget for a typical full year of operating expenses of the Strata Corporation based on current costs is attached as Exhibit "D". In addition, a statement setting out the manner in which expenses will be allocated on a monthly basis between the Strata Lots is attached hereto as Exhibit "D". The costs in the interim operating budget have, in accordance with section 99 of the SPA and section 6.4 of the Regulations, been allocated on the basis of each Strata Lot's estimated unit entitlement, and may be adjusted upon the finalization of the final Unit Entitlement figures when the final Strata Plan is registered in the Land Title Office. The monthly contributions may be further adjusted upon the establishment by the Strata Corporation of the actual budget of operating expenses at the first annual general meeting of the Strata Corporation.
- (b) In accordance with section 7 of the SPA, the Developer must pay the Strata Corporation's expenses up to the end of the month (the "**First Conveyance Month**") in which the first conveyance of a Strata Lot to a purchaser occurs. Under section 14 of the SPA, after the First Conveyance Month and before the date the first annual budget takes effect, if the Strata Corporation's expenses exceed the estimated expenses in the interim operating budget then the Developer must pay the excess to the Strata Corporation within eight (8) weeks after the first annual general meeting of the Strata Corporation. In addition to paying the excess expenses, where those expenses are more than 10% or 20% of the amounts estimated in the interim budget, section 3.1(1) of the Regulations requires the Developer to respectively pay to the Strata Corporation a further amount equal to two or three times the amount of the excess.
- (c) The Developer will establish a contingency reserve fund under section 12 of the SPA by making a minimum contribution to that fund at the time of the first conveyance of a Strata Lot to a purchaser. Since the first conveyance of a Strata Lot to a purchaser will occur no later than one (1) year after the deposit of the Strata Plan, the minimum contribution by the Developer to the fund will be equal to 5% of the Strata Corporation's interim budget as set out in Exhibit "D". The interim budget includes a contingency reserve fund of 5% of the estimated operating expenses (in addition to the 5% to be contributed by the Developer). The contingency reserve fund will increase to 10% of the estimated operating expenses after the first annual general meeting of the Strata Corporation.

### 3.8 Utilities and Services

All utilities, rates and charges will be separately metered or assessed to each Strata Lot and will be the responsibility of each Strata Lot owner, except for those paid for by the Strata Corporation in connection with the utilities described in section 3.8 below.

Each Strata Lot owner is responsible for real property taxes for his or her Lot. Property taxes are levied by and payable to the District of Squamish.

Each Strata Lot owner is responsible for paying to the Strata Corporation the monthly assessment payable in respect of his or her Strata Lot.

The following utilities and services either are or will be installed to the lot line of each of the Strata Lots at the expense of the Developer:

- (a) Water

Water is provided by the District of Squamish. The installation of water service to the Strata Lots will be undertaken by the Developer.

(b) Electricity

Electricity is provided by the British Columbia Hydro and Power Authority. The installation of electrical services to the Strata Lots will be undertaken by the Developer and BC Hydro.

(c) Sewerage

Sewerage is provided by the District of Squamish. The installation of sewer services to the Strata Lots will be undertaken by the Developer.

(d) Natural Gas

Natural Gas is provided by Fortis B.C. The installation of natural gas services to the Strata Lots will be undertaken by Fortis B.C.

(e) Fire Protection

Fire hydrants will be installed by the Developer within the Development pursuant to the requirements of the District of Squamish.

(f) Telephone

Telecommunications facilities will be provided by service providers selected by the Developer. Installation of such services will be undertaken by the Developer and the respective service providers.

(g) Garbage Collection

At this time, there is no residential garbage collection service applicable to the Strata Lots and no on-site garbage facility. Owners and occupants of the Strata Lots will be required to take their garbage to the District's garbage and recycling facilities, unless otherwise arranged by the owners and occupants with Carney's Waste Systems.

(h) Access

Access to the Development will be from Dowad Drive with further access to the Strata Lots within the Development provided by way of common roadways ("**Common Property Roads**") as shown on the Strata Plan attached as Exhibit 'A'. The Common Property Roads will also provide access to an adjacent development on the Lands, which the Developer intends to develop. Provided such adjacent development is developed, the Developer will cause the Strata Corporation to enter into an easement agreement granting access to the owners, occupants and such other parties as the Developer may determine, which easement agreement will be registered against the common property of the Strata Corporation.

The Developer is responsible for obtaining all permits and/or approvals for the above-noted utilities and services from the applicable authority, including but not limited to, a Subdivision

Servicing Agreement with the District of Squamish and servicing agreements with, among other parties, B.C. Hydro, Fortis B.C., Telus, Shaw Cablesystems.

The Developer expects that the servicing described in subparagraphs (a) to (g) above will be completed on or about March 31, 2017.

It is the responsibility of each purchaser of a Strata Lot to apply to the applicable authority for the delivery of water, electricity, sewer, natural gas, telecommunications (including telephone, cable, television, and internet) services from the lot line of a Strata Lot to the dwelling house, and to pay any applicable hook-up fee to the applicable authority.

### 3.9 Strata Management Contracts

The Strata Corporation will enter into a property management agreement with a property manager (the "**Property Manager**") entity that is not related to the Developer with respect to the control, management and administration of the Common Property; however, the Developer reserves the right to enter into a property management agreement with another experienced property management firm to manage the Strata Corporation. Such agreement will end on the earlier of:

- (a) the date that is four (4) weeks after the date of the second annual general meeting,
- (b) the termination date contained in the contract, and

the date that is two (2) months' notice after a resolution is passed by a  $\frac{3}{4}$  vote at an annual or special general meeting.

### 3.10 Insurance

The Developer is placing course of construction and general liability insurance for the Development. Upon completion of the construction of the Development and the registration of the Strata Plan, the Developer will obtain property and liability insurance in the name of the Strata Corporation that will initially provide:

- (a) pursuant to section 150 of the SPA and section 9.2 of the Regulations, liability insurance to insure the Strata Corporation against liability for property damage and bodily injury, in an amount not less than the amount required by the Regulations; and
- (b) pursuant to section 149 of the SPA, full replacement property insurance on common property, common assets, common facilities and fixtures (as defined in section 9.1(1) of the Regulations) built or installed on a strata lot by the Developer as part of the original construction, built or installed on the Strata Lots by the Developer as part of the original construction
- (c) insurance in respect of the use of the Common Property Roads;
- (d) as permitted under the SPA, errors and omissions insurance for the strata council members and Property Manager; and
- (e) any other insurance required under the SPA or the Regulations.

The property insurance will be on the basis of full replacement value, and insured against major perils (as defined in section 9.1(2) of the Regulations). Each purchaser is responsible for insuring the contents of the purchaser's Strata Lot and Limited Common Property for such Strata Lot's exclusive use, and obtaining personal liability insurance and property damage and bodily injury in the Strata Lot or Common Property.

Each purchaser will be responsible for placing insurance for his or her Strata Lot, including insurance in respect of public liability and property damage and any other insurance required or desired by the purchaser, after the transfer of the Strata Lot from the Developer is completed.

### 3.11 Rental Disclosure Statement

Under section 139 of the SPA, a developer must disclose to any purchaser the developer's intention to rent one or more residential strata lots to lease Strata Lots in order to ensure that such Strata Lots may be leased in the future. A rental disclosure statement under section 139 of the SPA will be filed with the Superintendent of Real Estate and a copy is attached as Exhibit "E".

## 4. TITLE AND LEGAL MATTERS

### 4.1 Legal Descriptions

Parcel Identifier: 026-805-146

Lot 24 Section 14 Township 50 New Westminster District Plan BCP25251 Except Plans BCP38848 and EPP26992

(the "Land" or "Lands").

### 4.2 Ownership

The Lands are registered in the name of the General Partner who holds the Lands in trust for the Developer as beneficial owner pursuant to an unregistered Declaration of Trust. The Developer confirms that it has appointed the General Partner as its agent and bare trustee and for the purpose of transferring beneficial title to the Strata Lots to each purchaser so that each purchaser need not require separate confirmation of capacity and documents of transfer from the Developer. The Developer confirms that any Form A Transfer signed on closing by the General Partner will have the full effect of transferring all of the beneficial interest of the Developer in any Strata Lot to each purchaser of such Strata Lot. The Developer has or will authorize the General Partner to transfer the Strata Lots to each purchaser.

### 4.3 Existing Encumbrances and Legal Notations

The Land is subject to the legal notations, charges and encumbrances as more particularly described in Exhibit "F" attached hereto.

### 4.4 Proposed Encumbrances

There are no further encumbrances, covenants, or liens proposed or anticipated to be registered or filed against the title to the Land, save and except for:

- (a) such easements and rights of way as may be required by the District of Squamish, or utility or service companies to provide water, electricity, sewerage, natural gas, fire protection, or telecommunications (including telephone, cable television and internet) to the Development;
- (b) such covenants, restrictive covenants, statutory rights of way and other charges that may be required by the District of Squamish, including, but not limited to:
  - (i) Restrictive Covenant and Section 219 Covenant in favour of the District of Squamish and Her Majesty the Queen in Right of the Province of British Columbia (the “Province”). The Developer will enter into a restrictive covenant agreement for site specific geotechnical requirements to mitigate geotechnical hazards to safely use the land as further described in the Preliminary Layout Review issued by the Deputy Approving Officer of the District of Squamish on March 31, 2016 as amended by way of a Preliminary Layout Review Amendment issued on April 27, 2016 (collectively, the “PLR”);
  - (ii) Restrictive Covenant and Section 219 Covenant in favour of the District of Squamish and the Province. The Developer will enter into a restrictive covenant agreement with the District of Squamish and the Province in respect of conservation of the riparian areas on the Lands as further described in the PLR;
  - (iii) Easement and cost sharing agreement in favour of the lands adjacent to the Development (located along the northeast side of Strata Road A (as identified in the Strata Plan)) which is intended by the Developer to be developed in the future as a phased multifamily development, to allow access to and egress from the adjacent lands using Strata Road A; and
  - (iv) Section 219 Covenant in favour of the District of Squamish in respect of the Developer’s agreement to complete the following amenities prior to occupancy of the Lands, or any building on, or to be constructed on the Lands: (i) separated pedestrian and cycling trail along Dowad Drive, including land dedication and construction; (ii) 225m of gravel walking trails that connect to existing trails outside of the Lands at Jack’s Trail; (iii) eco toilet situated along the walking trail in the north east corner of the Lands; (iv) oversizing of infrastructure for off-site road width, and water, sewer, and storm pipes on Dowad Drive for future development of District Lots 509 and 510.
- (c) all encumbrances required or deemed necessary by the District of Squamish and/or the Province to be registered against title to the Lands in order to approve all development, building and occupancy permits in respect of the Development and the use of the Lands;
- (d) such other covenants, easements, rights of way, restrictive covenants, and other non-financial encumbrances required by the District of Squamish, the Developer or other third parties, including, but not limited to, adjacent land owners, in connection with the Development, and with respect to the general development of the lands adjacent to and surrounding the Development;
- (e) a statutory building scheme in a form substantially the same as the form attached as Exhibit “B” hereto, which may be amended by the Developer as may be required to meet current land title office registration requirements; and

(f) the Financing Security, as hereinafter defined.

#### 4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding litigation, contingent litigation or liabilities in respect of the Land. The only outstanding liabilities in respect of the Land are those incurred in the ordinary course of construction of the Development which will be paid or satisfied as they come due by the Developer.

#### 4.6 Environmental Matters

The Developer is not aware of any material facts related to flooding, the condition of soil and subsoil, or other environmental matters affecting the Development except as described in section 4.3 and 4.4 and as described below. The Developer obtained a Phase 1 Preliminary Site Investigation from Cascade Environmental Resource Group Ltd. which determined that there is no evidence of actual or potential contamination on the Lands.

The Developer has obtained a report from Thurber Engineering Ltd. dated May 30, 2016 (a copy of which is attached as Exhibit "H") which makes certain geotechnical recommendations regarding site preparation, foundation conditions, site specific slope/foundation stabilization measures and good practices related to reducing the risk of slope instability for the Strata Lots. Site specific geotechnical recommendations will be required for each Strata Lot prior to construction. Purchasers should review these recommendations with their architects and builders to ensure compliance with their building plans.

If any environmental contamination of the Land requiring remediation is discovered to exist following the date of the filing of this Disclosure Statement, such contamination will be remediated by the Developer in accordance with all applicable environmental laws and related protocols established through consultation with governmental authorities.

### 5. CONSTRUCTION

#### 5.1 Construction Dates

For the purposes of this section:

"commencement of construction" means the date of commencement of excavation in respect of construction of an improvement that will become part of a development unit within the development property, and where there is no excavation it means the date of commencement of construction of an improvement that will become part of a development unit within the development property;

"completion of construction" means the date the strata plan is deposited in a land title office;  
and

"estimated date range" means a date range, not exceeding three months, for the commencement of construction or the completion of construction.

No excavation is required to be carried out by the Developer in connection with the Lands. Purchasers will be responsible for commencing construction of any improvements to be located



on the Lands.

The Developer anticipates that date for completion of the various strata servicing requirements will be between January 1, 2017 and March 31, 2017.

The Strata Lots are being sold as bare land residential strata lots. Prior to commencing any construction on a lot purchasers will be required to obtain a building permit from the District of Squamish and such other permits and reports described in Section 2.3 above or as may be required pursuant to any of the charges or proposed charges and encumbrances registered against title to the Strata Lot. Purchasers are responsible for familiarizing themselves with the requirements for obtaining approval to build a home on the Strata Lot. The Developer makes no representation that the Strata Lot will be suitable for a purchaser's intended plan.

## 5.2 Warranties

There are no construction or other warranties being granted by the Developer.

## 6. APPROVALS AND FINANCES

### 6.1 Development Approval

The Strata Lots were given preliminary layout approval by the Council of the District of Squamish on March 21, 2016 pursuant to the PLR, subject to a number of conditions within the control of the Developer.

### 6.2 Financing

- (a) The Developer has not yet obtained sufficient financing to constitute a "satisfactory financing commitment" to create and service the Strata Lots. The Developer intends to arrange financing with one or more institutional lenders (collectively, the "**Lender**") to finance creation and servicing of the Strata Lots (the "**Servicing Financing**"). After the Servicing Financing has been arranged, an amendment to the Disclosure Statement will be filed with the Superintendent of Real Estate and a copy of such amendment will be delivered to each purchaser setting out the particulars of the Servicing Financing. The estimated date for issuance of a satisfactory financing commitment is within nine (9) months from the date of this Disclosure Statement. Marketing of the Development is therefore undertaken in accordance with Policy Statement 6 under the *Real Estate Development Marketing Act*. Following receipt of a commitment for the Servicing Financing, the Strata Lots will be subject to a mortgage, assignment of rents, and/or any other security required by the lender with respect to the Servicing Financing (collectively, the "**Financing Security**"). Upon the completion of the purchase and sale of any particular Strata Lot, the Developer will cause the Lender to provide a partial discharge of the Financing Security in respect of the Strata Lot within a reasonable period of time after completion and sale thereof.
- (b) All costs that are the responsibility of the Developer will be paid for in full from the resources of the Developer and the proceeds of the Financing Security described in Section 6.2(a) of this Disclosure Statement. There are no further expenditures in connection with construction, utilities or other services in this Development other than those specifically referred to in this Disclosure Statement.

## 7. MISCELLANEOUS

### 7.1 Deposits

All deposits and other monies received by the Developer from a purchaser of a Strata Lot will be held in trust by a lawyer, notary public, or licensed Real Estate Agent in accordance with the *Real Estate Development Marketing Act* (British Columbia) until such time as:

- (a) both:
  - (i) the Strata Plan is deposited in the Land Title Office; and
  - (ii) an instrument evidencing the interest of the purchaser in the Strata Lot has been filed for registration in the Land Title Office, or
- (b) the contract has been earlier terminated.

The Developer may, at its option, enter into a deposit protection contract, which allows developers generally to enter into an insurance contract or other form of security agreement with an approved insurer pursuant to which the deposits paid by purchasers of land to be subdivided or strata titled may be released to the developer. Accordingly, the Developer may, at its option enter into an insurance contract with an insurance company that is qualified to issue deposit protection contracts in British Columbia, or other form of security agreement as required by the *Real Estate Development Marketing Act* and to allow the deposits paid by purchasers of the Strata Lots to be released to the Developer for use in connection with the Development.

### 7.2 Purchase Agreement

- (a) The Developer intends to use the form of purchase and sale contract attached as Exhibit "G" (the "PSA") in connection with the sale of the Strata Lots. The Developer reserves the right at any time to amend this form of contract of purchase and sale or agree to other terms and conditions with any purchaser, in the Developer's sole discretion.
- (b) The PSA contains certain rights in favour of the Developer to terminate the PSA in the event of: (1) the non-payment of a required deposit under the PSA, (2) if the balance of the purchase price is not paid to the Developer by the purchaser on the closing date, (3) if the purchaser is otherwise in default under the terms of the PSA, or (4) if the Developer is unable to register the Strata Plan in the appropriate British Columbia Land Title Office in accordance with the PSA.

The PSA contains the additional right in favour of the Developer to terminate the PSA in the event that the Developer, on or before February 28, 2017 is unable to obtain a satisfactory financing commitment in respect of servicing the Development on terms acceptable to the Developer or if the final bare land strata plan has not been deposited in the Land Title Office by December 31, 2017

The PSA contains a right in favour of a purchaser to terminate the PSA in the event that the completion date has not occurred by the Outside Date (as such term is defined in the PSA), subject to the Developer's right to extend the Outside Date as contemplated in section 3 of the PSA and if the Developer does not deliver an amended disclosure

statement confirming the issuance of a satisfactory financing commitment within 12 months of filing the disclosure statement.

- (c) There are no provisions in the PSA that allow a purchaser to extend the time for completing the purchase and sale.

The PSA provides for the following in determining the completion date:

“The completion date for the purchase and sale of the Strata Lot, subject to it being extended as provided for herein, will be a date established by the Vendor (the “**Completion Date**”) and set out in a written notice (the “**Notice of Completion**”) to the Purchaser or the Purchaser’s solicitors or notary public. The Completion Date set out in the Notice of Completion shall be at least ten (10) days after the date that the Vendor or the Vendor’s Solicitor delivers the Notice of Completion to the Purchaser or the Purchaser’s solicitors or notary public. The Completion Date shall be after the date that the strata plan in respect of the Development (the “**Strata Plan**”) is deposited in the Land Title Office and a certificate of title has been issued by the Land Title Office for the Strata Lot. The Vendor presently estimates that the Completion Date will be between January 1, 2017 and March 31, 2017, provided that, for greater certainty, the Purchaser acknowledges that this is an estimate only and the Completion Date may occur prior to such estimated 3-month range. The Purchaser acknowledges and agrees that the Completion Date may occur prior to the date that the Vendor has completed all necessary servicing and utilities for the Development. Therefore, the Purchaser may not be able to obtain a building permit and occupancy permit from the District of Squamish in order to construct improvements on the Strata Lot until such time as all necessary servicing is completed by the Vendor but this shall not preclude the Purchaser from being required to complete the purchase and sale of the Strata Lot.”

The PSA provides that the Developer can delay the closing date as follows:

“The Notice of Completion delivered by the Vendor or the Vendor’s Solicitor to the Purchaser or the Purchaser’s solicitors or notary public may specify an estimated Completion Date. If the Strata Plan has not been deposited in the Land Title Office on or before the estimated Completion Date set out in the Notice of Completion, then the Vendor may delay the Completion Date from time to time as required, by written notice of such delay, delivered to the Purchaser or the Purchaser’s solicitors or notary public before the estimated Completion Date; however, the Completion Date will be no later than December 31, 2017 (the “**Outside Date**”), provided that notwithstanding anything to the contrary herein, if the Vendor is delayed from completing the sale of the Strata Lot because of any circumstance described in section 19, then the Vendor may extend the Outside Date for a period equivalent to such period of delay, plus one hundred and eighty (180) days, by written notice to the Purchaser or the Purchaser’s solicitors or notary public. If the Completion Date has not occurred before the Outside Date (as it may be extended under this section 3 then, unless the parties agree in writing to extend the Completion Date further, the Purchaser may terminate this Agreement upon written notice to the Vendor and upon such termination, the Deposits shall be returned to the Purchaser as the Purchaser’s sole and exclusive remedy.”

The PSA further provides that the Developer may extend the time for completing the purchase agreement or any of its obligations thereunder in the event of a force majeure event as follows:

"The parties agree that if: (i) any act of God, accident or other event beyond the reasonable control of the Vendor, (ii) any condition discovered within the Development or in the vicinity of the Development, including, without limitation, any soil or environmental condition, or (iii) any action or step taken by any applicable governmental or regulatory authority, renders it impossible or not reasonably feasible or economical for the Vendor to perform its obligations under this Agreement, the Vendor may terminate this Agreement upon written notice to the Purchaser or the Purchaser's lawyer/notary, upon which the Vendor will return to the Purchaser the Deposits."

(d) The PSA contains the following provision regarding assignments by a purchaser:

"The Purchaser may not assign, market, list or sell its interest in the Strata Lot or in this Agreement without: (a) the prior written approval of the Vendor of any such marketing or listing material, if applicable; and (b) the written consent of the Vendor, which consent may be arbitrarily withheld at the sole discretion of the Vendor, and unless the Vendor so consents, the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named in this Agreement. The Purchaser's request for the Vendor's approval to the proposed assignment shall be provided to the Vendor at least ninety (90) days prior to the Completion Date. The Vendor is deemed to have reasonably withheld its consent to an assignment if at the time of the Purchaser's request for the Vendor's consent there are Strata Lots in the Development that the Vendor has not yet sold or if the Deposits have not been paid in full by the Purchaser. If the Purchaser assigns or sells its interest in a Strata Lot or this Agreement, then the Vendor will charge an administration fee equal to 3% of the purchase price plus GST as consideration for agreeing to an assignment of the Purchaser's interest in a Strata Lot or this Agreement, and for agreeing to convey the Strata Lot to anyone other than the Purchaser, provided that the administration fee shall not be payable in the event of an assignment to an immediate family member or a privately held corporation controlled by a Purchaser but only on the condition that the Purchaser first provides the Vendor's Solicitor with a statutory declaration sworn by the Purchaser setting out the particulars of the relationship between the Purchaser and the assignee in sufficient detail as to be reasonably satisfactory to the Vendor's Solicitor. "Immediate family member" is defined as, and is limited to, a sibling, parent, child, grandchild, grandparent or spouse of the Purchaser. Following any such assignment, the assignor will continue to remain liable to perform all obligations of the Purchaser under the Agreement. The Purchaser shall be required to pay in addition to the assignment fee all of the Vendor's costs in connection with any assignment, including legal fees and disbursements. If the Vendor consents to an assignment, the Purchaser and the assignee must enter into an assumption agreement in the Vendor's form whereby the assignees agrees to assume the obligations of the Purchaser under this Agreement and the assignees must acknowledge receipt of the Disclosure Statement.

The Purchaser may not, without the prior written consent of the Vendor, which consent may be arbitrarily withheld at the sole discretion of the Vendor, advertise or list for sale on the Multiple Listing Service (MLS), or otherwise advertise in any manner an assignment of the Purchaser's interest in the Strata Lot or in this Agreement. If the Purchaser breaches this section 17 the Vendor may at its option give written notice to the Purchaser of such breach (a "Violation Notice"). Upon receipt of a Violation Notice the Purchaser will pay to the Vendor an amount equal to the aggregate of:

- (a) \$5,000 which amount will be due and payable upon receipt of the Violation Notice; and
- (b) An additional \$1,000 for each day from and including the day following the date upon which the Purchaser receives the Violation Notice to and including the date upon which the Purchaser delivers satisfactory evidence to the Vendor that the Purchaser is no longer in breach of this section which additional amounts will be due and payable immediately upon the date on which amounts are incurred.

The parties hereby agree that such aggregate amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor in connection with a breach by the Purchaser under this section 17.

The Vendor shall be entitled, in its sole and absolute discretion, to sell, assign or otherwise transfer its right, title and interest in this Agreement without the consent of the Purchaser.

- (e) Under the PSA, interest on the deposit will accrue in favour of the Developer.

### 7.3. Developer's Commitments

The Developer has not entered into, or assumed the obligations under, a development agreement or land use contract with any public authority with respect to the Development other than the encumbrances, covenants, and agreements registered or to be registered against title to the Lands, all of which are more particularly described in Sections 4.3 and 4.4 otherwise as set out in accordance with the PLR. There are no material contracts affecting the Development other than as set out in this Disclosure Statement and any exhibits hereto.

### 7.4 Other Material Facts

#### (a) Further Development of Lands

The Developer intends to develop the Lands (other than the Strata Lots) for uses including ground-oriented townhouse, duplex, multiunit residential, and school and child care facilities. The Developer reserves the right, in its absolute discretion, to vary the intended development of the Lands (other than the Strata Lots) and to apply for rezoning of any portion of the Lands (other than the Strata Lots) to permit other uses not presently permitted. The information disclosed in this section 7.4(a) is for information only and is subject to change. The Developer is not representing nor guaranteeing that it will commence or complete any development described in this section 7.4(a).

#### (b) Invasive Species

An occupier of a Strata Lot must control noxious weeds growing or located on the Strata Lot in accordance with the *Weed Control Act* (British Columbia). More information relating to the removal of invasive species can be obtained from the District of Squamish Environment Coordinator by telephone at 604-815-5027 or by email at cashekian@squamish.ca.

#### (c) Archaeology

The records of the British Columbia Archaeological Site Inventory identify the Lands as having a moderate archeological site potential. If an archaeological site is encountered during development of the Lands or the Strata Lots, the Developer or a Purchaser (in respect of its Strata Lot) must stop all activities and contact the Archaeology Branch for direction at 250-953-3334.

Additional information can be found at <http://www.for.gov.bc.ca/archaeology>.

#### Exhibits

- Exhibit "A" – Draft Strata Plan and Form V Schedule of Unit Entitlement
- Exhibit "B" – Draft Statutory Building Scheme
- Exhibit "C" – Form Y Owner Developer's Notice of Different Bylaws
- Exhibit "D" – Interim Operating Budget and Strata Fee Maintenance Schedule
- Exhibit "E" – Rental Disclosure Statement (Form J)
- Exhibit "F" – Summary of Legal Notations, Charges, and Encumbrances
- Exhibit "G" – Draft Contract of Purchase and Sale
- Exhibit "H" – Geotechnical Report

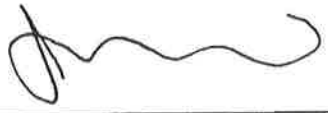
## DEEMED RELIANCE

**Section 22 of the *Real Estate Development Marketing Act* (British Columbia) 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 this Act.**

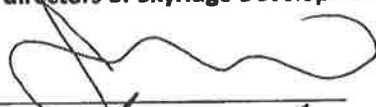

**DECLARATION**

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* (British Columbia) as of May 30 2016.

**SKYRIDGE LIMITED PARTNERSHIP by its general partner: SKYRIDGE DEVELOPMENT CORP.**

By:   
\_\_\_\_\_  
Jason Wood, President

**The directors of Skyridge Development Corp.**

  
\_\_\_\_\_  
Jason Wood  
  
\_\_\_\_\_  
Mark Atmore



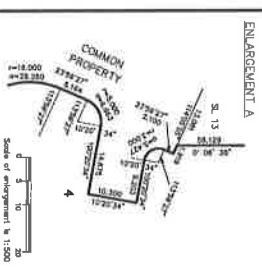
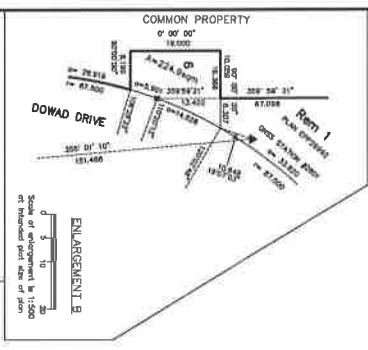
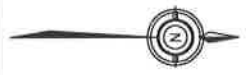
**EXHIBIT "A"**

Draft Strata Plan and Form V Schedule of Unit Entitlement

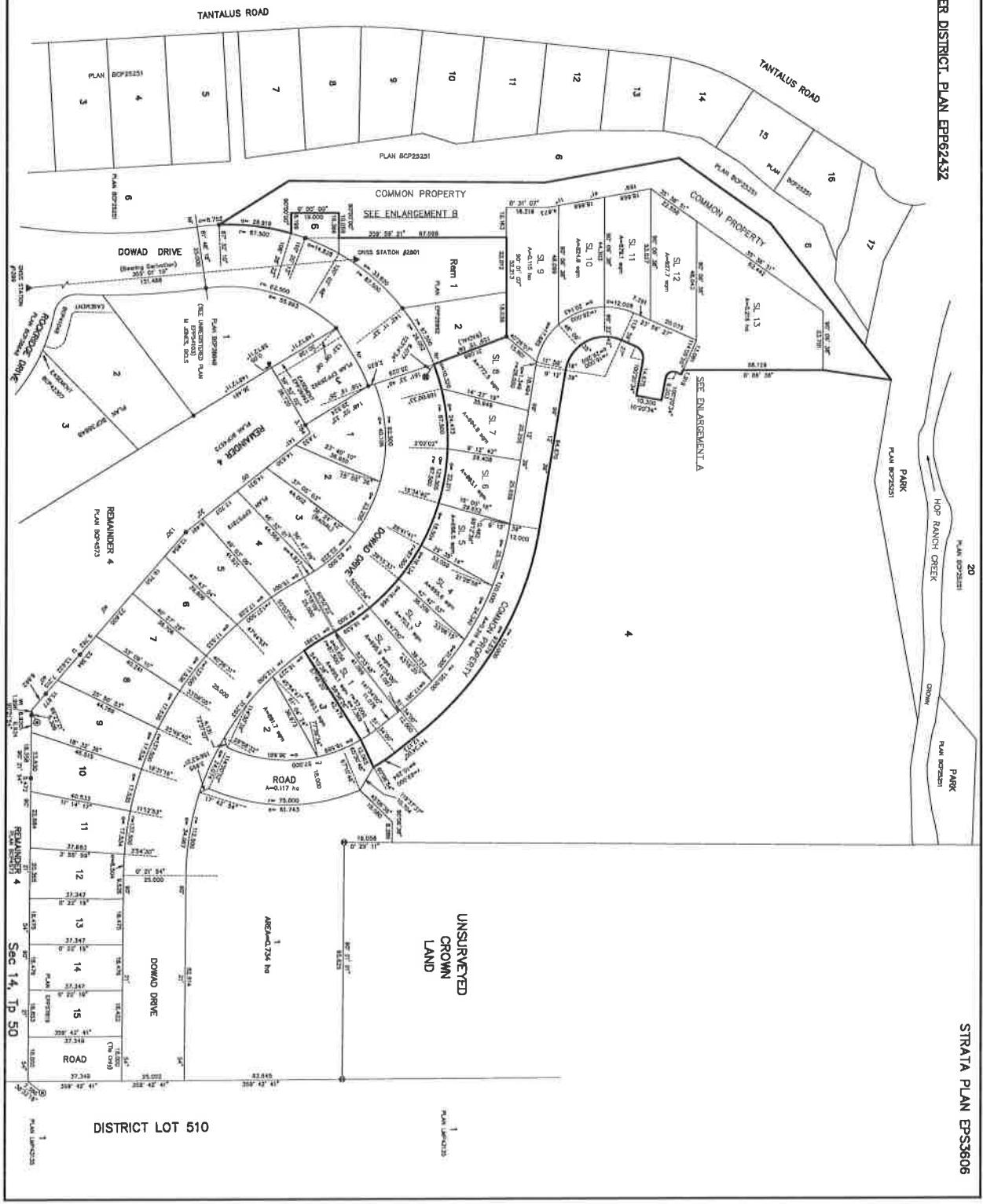
PROPOSED BARLAND STRATA PLAN OF  
 LOT 5, SECTION 14, TOWNSHIP 50, NEW WESTMINSTER DISTRICT, PLAN EPP2432

STRATA PLAN EPP3606

1:5000  
 0 5 10 15 20 25  
 The horizontal and vertical dimensions shown on this plan are in metres unless otherwise stated. All dimensions shown on this plan are based on the best available information. All dimensions shown on this plan are based on the best available information. All dimensions shown on this plan are based on the best available information.



BUNBURY & ASSOCIATES  
 BRITISH COLUMBIA LAND SURVEYORS  
 SUITE 100 404-406 10th Ave  
 VANCOUVER BC V6Z 1T8  
 TEL: 604-681-1111 FAX: 604-681-1112  
 FILE NO. 2015-144815



UNSURVEYED  
 CROWN  
 LAND

DISTRICT LOT 510

*Strata Property Act*

**FORM V**

**SCHEDULE OF UNIT ENTITLEMENT**

*(Sections 245(a), 246, 264)*

Re: Strata Plan EPS3606 being a strata plan of

NO PID

Lot 5 Section 14 Township 50 NWD Plan EPP62432

---

**BARE LAND STRATA PLAN**

The unit entitlement for each bare land strata lot is one of the following [*check appropriate box*], as set out in the following table:

(a) 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*.

**OR**

(b) a number that is approved by the Superintendent of Real Estate in accordance with section 246(6)(b) of the *Strata Property Act*.

---

Signature of Superintendent of Real Estate

<b>Strata Lot No.</b>	<b>Sheet No.</b>	<b>Total Area in m<sup>2</sup></b>	<b>Unit Entitlement</b>	<b>%* of Total Unit Entitlement**</b>
1	1	695.1	1	7.69
2	1	695.9	1	7.69
3	1	703.7	1	7.69
4	1	695.6	1	7.69
5	1	696.5	1	7.69
6	1	693.1	1	7.69
7	1	694.8	1	7.69
8	1	772.5	1	7.69
9	1	1,150	1	7.69
10	1	824.6	1	7.69
11	1	879.1	1	7.69
12	1	927.7	1	7.69
13	1	2,160	1	7.69
<b>Total number of lots: 13</b>			<b>Total unit entitlement: 13</b>	

\* expression of percentage is for informational purposes only and has no legal effect

\*\* not required for a phase of a phased strata plan

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner Developer

**EXHIBIT "B"**

Draft Statutory Building Scheme

**LAND TITLE ACT BRITISH COLUMBIA  
FORM 17 CHARGE, NOTATION OR FILING  
LAND TITLE AND SURVEY AUTHORITY**

1464281754

PAGE 1 OF 23 PAGES

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application,
 and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

**Koffman Kalef LLP**

19th Floor

885 West Georgia Street

Vancouver

BC V6C 3H4

Serina Charleson, Applicant's Agent

604-891-3688

(File No. 53846-8/SJC-041690)

Deduct LTSA Fees? Yes

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

**SEE SCHEDULE**

STC? YES

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

**STATUTORY BUILDING SCHEME**

ADDITIONAL INFORMATION:

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

ADDITIONAL INFORMATION:

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

**SKYRIDGE DEVELOPMENT CORP.**

P.O. BOX 914

SQUAMISH

V8B 0A6

BRITISH COLUMBIA

CANADA

Incorporation No

BC1048504

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

**2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND**

Related Plan Number: **EPS**\_\_\_\_\_

STC for each PID listed below? YES

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

**NO PID NMBR STRATA LOT 1 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

**NO PID NMBR STRATA LOT 2 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

**NO PID NMBR STRATA LOT 3 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

**NO PID NMBR STRATA LOT 4 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

**NO PID NMBR STRATA LOT 5 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

**NO PID NMBR STRATA LOT 6 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

**NO PID NMBR STRATA LOT 7 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

**NO PID NMBR STRATA LOT 8 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

**NO PID NMBR STRATA LOT 9 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

**NO PID NMBR STRATA LOT 10 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

**NO PID NMBR STRATA LOT 11 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

**NO PID NMBR STRATA LOT 12 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

**NO PID NMBR STRATA LOT 13 SECTION 14 TOWNSHIP 50 NWD PLAN EPS**\_\_\_\_\_

*Land Title Act***FORM 35  
(Section 220(1))****DECLARATION OF BUILDING SCHEME****SKYRIDGE SQUAMISH – BARE LAND STRATA LOTS**

NATURE OF INTEREST:	BUILDING SCHEME
HEREWITH FEE:	\$55.00
ADDRESS OF COMPANY ENTITLED TO APPLY TO REGISTER THIS BUILDING SCHEME:	SKYRIDGE DEVELOPMENT CORP. P.O. Box 914 Squamish, British Columbia, V8B 0AK
NAME AND ADDRESS OF PERSON PRESENTING APPLICATION:	ERIN K. TAIT Koffman Kalef LLP 19 <sup>th</sup> Floor, 885 West Georgia Street Vancouver, British Columbia, V6C 3H4 Tel: (604) 891-3618 Fax: (604) 891-3788

---

ERIN K. TAIT

---

I, SKYRIDGE DEVELOPMENT CORP. (Inc. No. BC1048504), declare that:

1. SKYRIDGE DEVELOPMENT CORP. is the registered owner of:

Parcel Identifier

Legal

NO PIDS

Strata Lots 1 - 13;

all of Section 14 Township 50 New Westminster District Plan EPS \_\_\_\_\_;

(the “**Strata Lots**”).

2. We hereby create a building scheme relating to the Strata Lots.
3. A sale of any of the Strata Lots is subject to the restrictions enumerated in the schedule attached hereto.
4. The restrictions shall be for the benefit of the Strata Lots.



**EXECUTION(S):**

**Officer Signature(s)**  
(Must be executed in black ink)

\_\_\_\_\_  
Print Name  
& Address:

**Execution Date**

Y	M	D

**Party(ies) Signatures(s)**  
(Must be executed in black ink)

**SKYRIDGE DEVELOPMENT  
CORP.**  
by its authorized signatory(ies):

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**OFFICER CERTIFICATION:**

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

**EXECUTION(S):**

**CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDER**

I/We, \_\_\_\_\_ of Vancouver City Savings Credit Union, the holder of the following registered charges, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our respective charges.

**Officer Signature(s)**  
(Must be executed in black ink)

**Execution Date**

**Party(ies) Signatures(s)**  
(Must be executed in black ink)

Y	M	D

**VANCOUVER CITY SAVINGS  
CREDIT UNION**  
by its authorized signatory(ies):

\_\_\_\_\_  
Print Name  
& Address:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Mortgage CA4994187 and  
Assignment of Rents CA4994188

**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.

SKYRIDGE SQUAMISHSCHEDULE OF RESTRICTIONS

1. No building, modifications to existing buildings, landscaping site improvements, or the use of any Strata Lot shall be carried out and no existing building, fence or other structure shall be added to or extended without the prior written approval of the approving authority which shall be the Skyridge Design Review Committee (“**DRC**”) as defined in Appendix “A” attached hereto (the “**Approving Authority**”). The Approving Authority may nominate an architect or engineer in good standing with their respective provincial governing bodies to become the approving authority from time to time. The Approving Authority shall have the right upon not less than six months’ notice in writing to the registered owners of the Strata Lots to resign from its position as Approving Authority, provided that prior to the effective date of such resignation, the Approving Authority shall use all reasonable efforts to appoint such replacement persons to the approving authority to exercise the rights and powers reserved to the Approving Authority in this Building Scheme. Any replacement approving authority shall have the same right to resign from its position as approving authority, as set forth above.
2. No construction or erection of any building, landscaping site improvements or other structure on a Strata Lot shall be commenced before an application for approval of such construction or erection is submitted by the registered owner of the Strata Lot to the Approving Authority and the Approving Authority has approved such application. The Approving Authority shall have the sole and discretionary power to approve or reject any application. Approval of the plans and specifications of such building, landscaping site improvements or other structure will not be granted unless the application requirements and design guidelines (the “**Guidelines**”) attached as Appendix “A” are met. Any approval of the Approving Authority is conditional upon the work of construction of all buildings, landscaping site improvements and structures being prosecuted diligently and continuously in accordance with the approved plans and with the procedural requirements set out in the Guidelines. If such construction work and landscaping, is not commenced within 30 months from date of the completion of the purchase and sale of the Strata Lot, the Approving Authority may revoke the approval and the owner will be in the same position as if no approval had been granted.
3. No landscaping of any portion of a Strata Lot shall be undertaken without the prior written approval of the Approving Authority. An application for approval of a plan of landscaping shall be submitted to the Approving Authority at the time of application for the initial development of the Strata Lot and the Approving Authority shall have the sole and discretionary power to approve or reject the same. Approval of landscaping plans will not be granted unless the provisions of the Guidelines are met. If the landscaping of the Strata Lot in the manner approved by the Approving Authority has not been completed within 30 months from the date of the completion of the purchase and sale of the Strata Lot, the Approving Authority may revoke the approval and the owner will be in the same position as if no approval had been granted.
4. Not more than one dwelling house, except for one secondary suite or one coach house authorized by the Approving Authority, shall be erected on any one parcel or Strata Lot.
5. No Strata Lot shall be subdivided into two or more parcels, provided that if at any time a Strata Lot or Strata Lots are in the ownership of Skyridge Development Corp., Skyridge Development Corp. shall have the power to subdivide or otherwise alter or amend the boundaries of any Strata Lot or Strata Lots.

6. No trailer shall be maintained on any Strata Lot as a residence nor may any trailer, boat, truck, motorhome, recreational vehicle or bus be stored anywhere on any Strata Lot other than in an enclosed garage or other suitable enclosed space.
7. No building material, crates, packing cases, contractor's sheds, equipment or other unsightly object or material shall be placed on any Strata Lot otherwise than during such time as construction work approved by the Approving Authority is actually in progress. No excavation shall be made unless in connection with the erection of an approved structure.
8. Should any part of this Building Scheme be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in force and effect and be construed as if this Building Scheme had been executed without the invalid portion and it is hereby declared the intention of the parties hereto that this Building Scheme would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.

**SKYRIDGE SQUAMISH DESIGN GUIDELINES – BARE LAND STRATA LOTS**

**APPENDIX “A”**



# SKYRIDGE

simply living

## Design Guidelines Phase 2

June 2016

### Summary

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# 1. Introduction

Skyridge is located in a coastal forest setting adjacent Garibaldi Highlands in the District of Squamish. The development is characterized by single-family homesites, multi-family homesites, in and around a forest setting. The Design Concept for Skyridge is to **capture the feeling of coastal living within the context of the coast mountains**. The design of buildings and the landscape setting should reflect an interpretive expression of the architectural style typically associated with the inland forest setting, reflect the natural setting and recognize efforts within the community to adhere to sustainable building practices and green planning strategies.

Compliance with Skyridge design theme can be achieved through the use of building forms, materials, colors, and architectural details that are characteristic of Squamish Coastal mountain setting. In doing so it is imperative that the design be consistent within a single project, and that the adaptation or conformance with a specific style be carried out in a legitimate and faithful manner. The unique character and natural environment must be maintained and neighbouring developments, both existing and subsequent must be respected. Ultimately it is expected that individual owners will respect the natural setting of their homesite and find a solution, which serves their needs and is sympathetic to the physical attributes of the site.

# 2. Purpose of Design Guidelines

With its rich compliment of views, terrain, vegetation and Skyridge's natural setting exemplifies Squamish. The site offers distant panoramas of snow covered mountains, secluded forest surroundings all within the heart of the Squamish Community. The Skyridge Design Guidelines have been prepared to ensure visual harmony between the built environment and the landscape, to preserve the rich natural environment, maintain and enhance views and to ensure that construction within Skyridge is done in a sensitive and sustainable manner.

The primary goal in the planning and development of Skyridge has been the preservation and enhancement of the landforms, vegetation that characterizes this setting. Another goal is to create and promote an architectural vernacular consistent with the landforms and surrounding vegetation. This is to be achieved by encouraging a characteristic style of landscape and building design that not only conveys an image, but also assures compatibility between buildings and their settings. While all buildings in Skyridge are to some degree reflect an interest in green building strategies, each building should also present unique and creative design solutions that avoid a repetitive copy of precedent structures.

All new buildings, modifications to existing buildings, landscaping site improvements, and the use of property within Skyridge must be reviewed and approved in accordance with the provisions of these Guidelines. Skyridge **Design Review Committee (DRC)** has been appointed to implement these Guidelines and assist owners with the design review process.

Design Review Committee ( DRC )

Home Designer, Jamie A Martin Designs      [graphtech@shaw.ca](mailto:graphtech@shaw.ca)      604. 892. 3755

Project Manager, DHD, Scott Sellers      [ssellers@dhdev.ca](mailto:ssellers@dhdev.ca)      604. 815. 9770

These Design Guidelines are binding upon all persons who at anytime construct, reconstruct, refinish, alter or maintain any improvement upon the property, or make any change in the natural or existing surface, drainage or plant life therein. It is the responsibility of each owner / client representative to obtain and review a copy of the Design Guidelines. It is the lot owner's responsibility to comply with the building permit requirements established by the District of Squamish, and all other requirements of the Zoning and Parking Bylaws.

## 3. Skyridge Design Guidelines

### 3.1 Site Planning Guidelines

Site Planning involves location and orientation of buildings, driveways and other improvements on a site. Due to the topography, ridgelines, and general terrain found in Skyridge, site planning is a particularly important part of the design process. Generally, buildings should be sited to maximize the attributes of a site while minimizing the disturbance of the site's natural features. A well-designed site plan must be done in concert with the architectural and landscape design of the site.

The overall form, massing, and location of a building should be designed in response to the natural landforms and topography of a site. On steep sites, buildings should be designed to step with site contours. In order to minimize site grading, level changes can be incorporated into a building to create a composition of forms rather than a single massive structure. Building forms and rooflines should relate to surrounding landforms and natural slopes. Careful consideration must also be given to driveways and access when locating a building on a site.

#### a) Building Envelopes

A building envelope has been defined for all single-family homesites. The purpose of defining building envelopes is to reduce uncertainty of neighbors as to location of future construction and to help insure that structures blend with the surrounding landscape and minimize impacts on the natural characteristics of the site. Building envelopes have been determined based on the topography, natural features of each site, views, the relationship to adjacent building envelopes and local bylaws. The building envelope defines the portion of each lot within which all structural improvements must be located. The siting design shall demonstrate that such improvements do not adversely affect the natural characteristics of the site or impact adjacent properties.

#### b) Building Siting

Most building sites in Skyridge have some degree of slope, and as such, the locations of buildings and site improvements are a key component of the design process. The underlying goal of site planning guidelines is for all buildings, structures and site improvements to be integrated with the natural features of a site. Building form, orientation and massing should respond to natural landforms, drainage patterns, topography, vegetation, views, and sun exposure. Buildings should step with the site, accomplishing level changes through a composition of forms rather than extensive site grading. Building forms and rooflines should relate to site contours and surrounding land forms. Exposed building profiles atop ridgelines in contrast to natural slopes, are inappropriate.

The Location and design of buildings should minimize disturbances to existing vegetation on a site. Building footprints that run perpendicular to the general slope of the site should be avoided. Access should also be considered during the site planning and building design process. Effective site planning can minimize the need for extensive cut and fill slopes to accommodate site access. The development of individual properties should also respect critical relationships to neighbouring properties including snow management, overview, shading, and obstruction of views.

#### c) Grading and Drainage

The impact of site development and construction on the existing natural landforms and drainage patterns shall be minimized. All lot owners should review the Available geotechnical report for the subject lot requirements



**EROSION:** In no instance shall the design and construction of improvements on a lot cause a condition that leads to soil erosion. Erosion control measures are outlined in the construction Regulation section of this document.

**MODIFICATION OF EXISTING CONTOURS:** The modification of existing contours should be limited to the extent necessary to accommodate the development of a site. In order to minimize site disturbances, all improvements must be designed in response to the existing contours of a site. With the exception of grading for site access, all grading should be limited to areas within the building envelope if possible.

**CUT AND FILL SLOPES:** Cut and fill slopes should be kept to a minimum by utilizing the natural contours of a lot in the design of buildings and site improvements. When cut and fill slopes cannot be avoided, they shall be feathered into the existing terrain and re-vegetated to blend with adjacent vegetation. Final grading of long slopes should be based upon site-specific soil characteristics, but in no case should they be greater than a 2:1 slope. Re-contouring of large areas or over lot grading is prohibited. All slopes will be required to be approved by a Geotechnical Engineer.

**NATURAL OR EXISTING DRAINAGE PATTERNS:** The location of buildings, structures and other improvements shall not adversely impact or disrupt the natural or existing drainage patterns of the site. Drainage patterns may be modified, but all modifications shall require approval of the design review committee. Owners are responsible for controlling the drainage resulting from the development of the site and may not direct water onto another lot unless such a diversion is located within a designated drainage swale. Runoff from impervious surfaces, such as roofs, driveways or other paved areas, shall be directed away from foundations. Drainage shall be directed to natural or improved drainage swales/ditches or dispersed into shallow sloping vegetated areas. Storm drainage shall not connect into sanitary sewer systems. Improvements to minor drainage or the development of new drainage swales to accommodate development, shall be constructed as natural grass/ drain rock lined swales with a minimum 2% slope. Exposed drainpipe or impervious man-made material is unacceptable.

#### d) Site Access, Parking and Garages

Site access is an important consideration in the design and siting of a building because of the grade relationship between the access drive and the building footprint.

**ACCESS DRIVEWAYS:** In order to minimize site disturbance and grading, the access driveway's location and grade may dictate the finished floor elevation of a home. Driveways shall be designed to follow site contours as much as possible and to minimize impacts upon significant plant materials, rock outcroppings, natural contours and drainage patterns. Portions of the driveway, drainage and landscaping within the street right of way are the responsibility of the owner. Adequate areas for snow removal and storage should be incorporated into the design. The driveway shall meet the main road at no less than a 45-degree angle for no less than a twenty (20) foot length measured at centerline. Under special site conditions, the design Review committee may allow the intersection to be less than a 45-degree angle. Indirect or side loaded access to the garage opening is strongly encouraged

**GRADING AND MODIFICATION OF EXISTING SITE CONTOURS:** Grading and modification of existing site contours should be minimized to the greatest extent possible. Recommended maximum driveway grades are 5% for the first twenty (20) feet from the roadway, and no greater than 15% on all other portions of the driveway. In addition, the driveways should be designed with a minimum 2% negative grade from the centerline of the road to the adjacent ditch line. With the exception of on-site parking areas adjacent to garages, the minimum driveway width shall not be less than twelve (12) feet and should not exceed 20 (20) feet. Roadway drainage shall be accommodated by a culvert under the driveway. The size of the culvert shall be engineered and constructed at the owner's expense. When culverts are required, culvert ends shall be cut to match the slope. End walls shall be constructed of stone or concrete faced with stone to match building pattern. Flared metal ends are unacceptable unless covered with acceptable materials. For specific guidelines on paving materials, refer to the Driveway paving materials section of the Landscape Design Guidelines.

**REQUIRED PARKING:** A minimum of three parking spaces shall be provided for each single-family dwelling unit. At least one of the required parking spaces shall be fully enclosed within a garage. Garages should be

attached or semi attached to the main residence. The Design Review committee may, however, approve garages that are physically separated from the main residence if such a design is warranted by existing site contours and will result in a more sensitive design solution. In all cases, the design of the garage shall be compatible with the architecture and materials of the main residence. The driveway area can be considered as parking stall provided it meets the district of Squamish zoning and parking bylaws.

### **e) Exterior Equipment, Recreation Facilities, Signage**

All outdoor mechanical and electrical equipment, such as metering devices, transformers and air conditioning units shall be concealed from the view of adjacent lots and common spaces. Wall mounted equipment shall be enclosed with material to match exterior wall material of the residence. Refer to Retaining Walls, Landscape Walls, Fences and Screening section of the Landscape Design Guidelines for appropriate means of screening free standing equipment. Window or wall-mounted air conditioning units are not permitted. Built-in exterior barbeque grills, portable barbeques, or similar outdoor entertainment facilities may be allowed on terraces and patios provided the exterior walls of the built-in appliances are constructed of a similar material as the exterior of the residence, and within the relevant setbacks.

Satellite dishes shall be no bigger than twenty-four inches (24") in diameter and will present no significant adverse visual impacts on adjacent lots or common roadways. When necessary the dish shall be painted to blend with surrounding buildings or landscape. In addition, landscape materials shall be utilized to screen the dish. Rooftop installations are not permitted. All exterior heatpumps and mechanical equipment is to be screened from view as well.

All recreational facilities, structures and improvements, including hot tubs and swimming pools shall be located within the building envelope and at the discretion of a Geotechnical Engineer. Open structures, such as trellis and pergolas, shall be allowed. Walls, fences or landscaped screens maybe required to reduce the visual impact of recreational facilities from adjacent properties

## **3.2 Architectural Design Guidelines**

While the Architectural design for Skyridge calls for relatively simple building forms, many opportunities are available to add character and interest to buildings. Buildings in Skyridge should be enriched by the introduction of well crafted building details such as features accenting door and window openings, balconies, fireplaces, railings, dormers, decks, terraces and feature lighting. In concert with the overall architectural style, details should be consistent in their origin and interpretation throughout the building, and crafted in a fashion appropriate to the region.

A high level of Architectural Design is expected to enhance view opportunities, provides good sun exposure, minimizes visual impacts, illustrates a pride in ownership, and adds value to the community.

In addition to detailing, a major architectural feature of buildings in Skyridge are strong substantial walls and large roof overhangs. Exterior walls should include a liberal use of durability and sense of permanence to express mass and create the appearance of a building that has grown from its site. Roof pitches are comprised of a major roof plane with secondary roof planes. Roof dormers are frequently used to provide natural light into upper roof areas. Consistent use of similar exterior material and colors will assure visual compatibility and help establish an image of lasting quality.

The following architectural guidelines outline specific design considerations to be addressed during the design process. While the design theme calls for buildings to reflect our coastal forest region, it is also important that the design of buildings responds to existing site characteristics, climate considerations and our modern era. Therefore log homes and home built prominently of log are discouraged. Issues of sustainability, green-building techniques, building technology, security and the environment, are all-important contemporary issues to consider. In addition to reflecting the design style, roof forms should be designed with regard to solar orientation, and snow shed. A successful design solution will reflect the desired design style while also responding to practical local design considerations.

## a) Building Form and Massing

Building massing and volume are of particular concern to Skyridge. The apparent size and scale of buildings should be appropriate to the site and the adjacent properties. As discussed earlier building masses should step with terrain and use strategies which allow the building to be kept to a perceived two-story mass (maximum) with the third floor set into the roof. The eave line of any building should be no higher than two stories from grade. The building should be designed in relation to the overall composition of the building and the natural characteristics of the site. Although we have requested building massings to be quite simple, it does not support the concept of a two-story block building. What we do encourage is a simple mass with varying degree of secondary massing and façade articulation to give a unique expression of interest and craftsmanship. The individual components of the massing (roof/wall/windows, etc.) should be given substantial consideration to create a composition, which is interesting, varied and well proportioned. Each of these elements at the residential scale can add uniqueness within the overall project. Variation in massing from lot to lot is strongly encouraged throughout Skyridge.

Roofs are a very prominent visual element of a building. Roofs provide a strong unifying characteristic between buildings. The use of consistent roof forms and materials is also an important element of the building design. A simple pattern of roof forms and a limited palette of materials and colors are the primary design objective. Roof forms should be reasonably broken up to break down the apparent mass of the building. A varied number of roof heights are supported in a response to the mostly sloping sites, with the roof form limited to gable, hip, and shed type roofs. Flat roofs are supported upon adequate review with the design review committee. In order to assure interesting form and reduction of visual scale, roofs should be comprised of primary and secondary roof planes. The composition, scale and proportions of secondary roofs shall be compatible with the primary roof form.

Generous roof overhangs of at least twenty-four (24) inches should be incorporated into the design of roofs. Roofs should be designed with consideration to snow accumulation and shedding. Entryways, garages and pedestrian areas should be protected from potential snow shedding. This can be achieved most effectively by the form and slope of the primary and secondary roof and by dormers. The use of snow fences or other mechanical devices is not encouraged; particularly to provide protection to exposed snow-shed areas. Snow shedding should be resolved at the conceptual level of design not as a last minute "band-aid" solution. The roof pitch of secondary roofs shall be complimentary to the primary roof. This is not to imply that the pitch of secondary roofs must be the same as primary roofs. Secondary roof pitches may vary from the primary roof. Roof materials and colors should be selected to blend with the terrain and soils found in skyridge. Roofs shall generally be constructed of asphalt shingle, but alternatives will be considered. All exposed roof and vent flashing, gutters, downspouts, and other miscellaneous metal roofing devices shall be made of aluminum or other suitable alternatives as approved by the Design Review Committee. In all cases, such materials shall be compatible with colors and materials of the residence and community.

Roof dormers are an important element of the building design. Used effectively, dormers can break up the mass of a structure and reinforce building symmetry. Dormers should be designed and located relative to the overall proportional balance of the roof and building. Dormer forms may be gable, hip, or shed. Shed dormers should not exceed more than 2/3 of the primary roof plane. In order to effectively break up the mass of the structure, the front face of large shed dormers should be recessed at least two (2) feet from the eave line of the roof. Skylights are permitted provided that they are located at ridges and do not create issues of privacy, overview.

Roofs should be relatively simple and as such, the design and location of ancillary elements such as flues, vents, mechanical equipment, snow fences and clips, heat tapes are all very important in order to minimize roof clutter. Ancillary elements should be designed to be compatible with the primary roof and to not create a visual distraction. All flues and vents should be consolidated and enclosed in a structure compatible with the overall roof form. In the event that the consolidation and enclosure of all flues and vents is not feasible, the Design Review Committee may approve unenclosed flues and vents provided they are small in size and painted to match the roof color. When used, snow guards should be fastened to the basic roof structure by steel connections and brackets. Horizontal fencing members may be made of steel, painted to match the roof color, timber or log. Snow clips maybe of aluminum or painted metal.

## b) Exterior Walls

The use of a relatively limited range of exterior wall materials and colours will assure overall compatibility throughout Skyridge. Exterior walls should be characterized by strong simple forms. Exterior walls should visually emerge from the ground, express mass, and convey a sense of strength and permanence. Walls can be complimented with materials of the area such as wood and stone, in sheathing fascias, exposed trusses, extended rafters and purlins, half timber framing, balconies, doors, and sheathing on soffits, gables, and secondary wall areas. The scale of buildings should be established with a composition of additive wall surfaces and rectangular building forms. Change of directions, offsets, and the placement of windows and doors should be used to reduce the visual scale of walls. Large monolithic structures and expansive, uninterrupted wall planes should be avoided.

Acceptable exterior wall materials include stone, cement panel and wood. Stucco may be used on a limited basis as an accent and may not account for more than 10% of the overall exterior coverage. Stone shall be used as an expression of mass; heavy timber or wood framing may be used to express form; wood siding may be used for exterior sheathing; and board trim may be used for detail such as fascia, eave, corner, and window trim. In all cases, the use of exterior wall materials shall accurately convey the structural integrity of the residence.

Wood, cement panel, cedar siding and sheet metal products should be the primary exterior building material within Skyridge. Siding of channel rustic, cedar shingle, shiplap, tongue and groove, or board and batten are appropriate. Due to their natural weathering characteristics, western red cedar is the most appropriate siding material. Cedar will age naturally to a blend of beautiful colors. Heavy timber, logs, and glu-lam beams can be used to express the structural framing of the building, particularly as trusses, lintels, sills, beams, purlins, and rafters. The scale of these members should be consistent with their structural purpose. Connection details should be done with care and attention.

When "mass" walls of stone are applied, lintel and sills at door and window openings can be used. These lintel and sill members shall be detailed and proportioned so as to appear structurally sound. Lintels and sills may be made of hewn timber, logs, cut stone, or natural stone.

In order to define the design theme and establish continuity between buildings, exterior wall materials are generally limited to the materials described above. At the discretion of the Design Review Committee, materials other than those specifically listed may be approved.

**The following materials are inappropriate for Skyridge:**

- **Plastic Materials**
- **Imitation Brick**
- **Cinder Block**
- **Ceramic Tile**
- **Plywood**
- **Cultured stone**

## c) Exterior Trim

Exterior trim may be applied to windows and doors, gates, balconies and railings, deck and patio surfaces, chimneys and dormers, corbels, artwork, and lighting. Details should be consistent in their origin and interpretation throughout the building.

## d) Windows & Doors

Windows and doors offer the opportunity to provide individual character and refinement of scale by introducing opening and patterns on walls. Consideration should be given to locating doors and windows to establish order on primary facades, while being responsive to interior functions and view opportunities.

Windows within wood walls may be used as single openings or in combination to create a transparent wall between well-proportioned timber or log framing. Windows within stone walls should be set within the wall and should not appear as repetitive, linear rows of continuous windows or “curtain walls”.

Bay windows may be used to enhance views and provide interest to exterior walls. Arched or round top windows may be an appropriate form as openings in a stone wall but are not appropriate in a wood siding or log wall. Trapezoid windows and other unusual shapes are not encouraged and if used should be used in conjunction with divided light windows. Window casing shall be made of wood with exterior finishes stained, painted, or clad in metal or vinyl. Colour on metal clad windows must be factory applied. Mirrored or reflective glass is prohibited. Exterior windows, window walls and skylights should be of extra strength glass (e.g. tempered or multi-layered glazed).

Exterior doors should be made of wood, glass, metal, fiberglass or vinyl clad. Hardware for exterior doors and windows, including hinges, latches, handles, and pulls should be designed with artistic expression and constructed of materials such as wrought iron, stainless steel or aluminum.

### **e) Balconies and Railings**

Properly located balconies on sunny exposures can provide pleasant outdoor spaces. Balconies can either be recessed into the wall mass or projected from exterior walls. With projected balconies, protection from snow shedding from overhead roofs must be considered. The underside of projecting balconies must be finished with wood siding or other exterior wall materials to match. For structures proposed to be supported wholly or in part on stilts, the under floor areas should be encased to the ground line.

Balconies should be sized to individual rooms or functions within the building and should be proportional to the overall exterior elevation of the building.

### **f) Foundations**

One of the primary objectives of the design process is to create a close integration of the building with its site and landscape. Foundations and finished site grading should be designed so that the building appears to emerge from the ground.

On sloping sites, foundations should be stepped with the contours to avoid high retaining walls or extensive cut and fill slopes. Where possible, building foundations should be designed to visually line with the landscape walls in order to reinforce the visual harmony between buildings and the landscape.

Due to the nature of soils and geology on mountain building sites, a site-specific geo-technical report shall be required for each site. All foundations, footings, retaining walls, and related drainage systems shall be designed by a licensed engineer.

### **g) Chimneys**

Chimneys are a strong visual element of a home and should be designed in relationship to the form and materials of the building. Chimneys can be constructed of stone or other materials to match the exterior finish of the home and incorporate cut stone caps, concrete or decorative metal spark arresting “roofs”. Fireplace flues as well as mechanical flues and vents should be consolidated and enclosed within the chimney. All exposed metal flues or pipes shall be enclosed or painted to match the approved roof colour.

### **h) Vents**

Attic ventilation openings, foundation or under-floor vents, or other ventilation openings in vertical exterior walls and vents through roofs should not exceed 144 square inches each. The vents should be covered with noncombustible mesh with opening not to exceed 1/2 inch.

### **i) Exterior Walls**

The overriding principle for the exterior colour of buildings within Skyridge is to blend buildings into the terrain and vegetation of the natural landscape. Therefore, naturally weathering materials such as cedar shakes and shingles, redwood and western red cedar boards, corten, aluminum, and native stone are central to the design theme.

If exterior stains are to be used on wood, they must be semi-transparent in colours, which are subtle, and only accent the natural wood tones. Paint colours on exterior must be earth tone in nature and subject to the Design Review Committee's approval.

Accent colours can be used to bring interest and individual identity to the buildings. Colours which relate to natural wildflowers of the site area can be effective, vibrant accents to the subdued tones of the overall buildings. Accent colours may also be used on secondary details of the buildings such as door and window trim, fascias, and frieze boards. When accent colours are used, they shall be selected to blend with the overall colours of the building. Bright colours, colours that call undue attention to a specific element of a building or colours that overpower the building shall not be permitted.

### **j) Solid Waste Collection and Service**

Adequate areas shall be provided for trash containers, storage areas for patio furniture, firewood, and maintenance and recreational equipment. Storage areas incorporated within the building are required. The enclosures or screens shall be compatible with the overall style, form, and material of the residence. Refer to Retaining Walls, Landscape Walls, Fences and Screening for specific screening guidelines. Trash containers shall be designed to prevent access by wildlife and domestic animals and shall not be left outside overnight as per municipal by-law.

### **k) Sustainable "Green Building" Practices**

The Squamish community is located in a Coastal Forest ecosystem and it is strongly encouraged that the new buildings are designed with a "best practices" approach to environmental sustainability in mind, specifically a Built Green standard. The approach requests a comprehensive design approach including: site planning, materials, life cycle costing, storm water management, appliances and construction technology. Specific issues to consider include:

- Use of energy efficient appliances, lighting and fixtures
- Use of insulation with high "R" value
- Incorporation of alternative energy sources (e.g. solar, geothermal)
- Use of recycled materials/materials with recycled content
- Use of Non-toxic/Non-chemical materials
- Use of "I" joists, finger jointed studs and engineered lumber
- Use of regional materials (e.g. stone and wood)
- On site recycling/minimizing of construction waste
- Application of appropriate landscape treatments

## **3.3 Landscape Architectural Guidelines**

The goal of landscape design for Skyridge is to integrate development with the inherent scale, form, massing, colour and texture of the natural landscape. The natural landscape of Skyridge is defined by rocky mountain terrain and Coastal vegetation. The landscape theme should further the natural characteristics of the site through the use of natural materials that are an outgrowth of their setting.

The native landscape area should generally include portions of the lot outside the building envelope. The native landscape area is to remain predominantly undisturbed during site development. Re-vegetation of the native landscape area should erase traces of disturbance and recreate character of the site using indigenous plants. A manicured landscape is permitted with the use of native plants, this should be minimized to conserve water and maintain the natural character of the site.

The objective of these guidelines is to ensure that the landscape design reflects the rustic qualities of Squamish while retaining the overall qualities and integrity of the existing site and forest landscape.

### **a) Native Landscape Area**

The native landscape area is generally defined as the portion of the lot located outside the building envelope. The purpose of this area is to maintain a common natural landscape element throughout Skyridge. In addition, the native landscape can extend into the building envelope to reinforce the relationship between the built and natural environment. Except for the installation of the driveway, the native landscape area should remain as undisturbed as possible during construction. Unless specifically approved by the Design Review Committee, all construction, excavation, cut and fill slopes, vegetation and tree removal, and other forms of disturbance are prohibited within the native landscape area / or tree preservation area.

All portions of the native landscape area that are disturbed during construction shall be re-vegetated with plant material indigenous to Squamish. The introduction of plant material into the native landscape that is not indigenous is prohibited. These plants should be selected according to micro-climatic conditions, natural vegetation patterns, plant geography, plant associations, and plant coverage patterns of the existing vegetation on the site. The use of low water usage plants and moisture sensors on irrigation systems is encouraged.

### **b) Retaining Walls, Landscape Walls, Fences & Screening**

Retaining walls, low landscape walls, fences and other screening elements are encouraged to facilitate changes in grade and to define exterior living spaces. The location and alignment of such features should be determined based on-site contours, natural features, or man-made improvements. In no case shall walls, screens, or fences follow property lines.

Materials used to construct walls shall be consistent with the architectural materials, textures, and colours used on the main building. Generally, walls should be constructed of stone, wood or concrete with a stone veneer. The use of brick or stucco as a wall is inappropriate. Stone should be of an indigenous Squamish source and shall be laid in a pattern matching building construction. Landscape walls should emerge from the ground and convey a sense of strength and permanence. Within this design theme, joinery and finished detailing are encouraged to provide a complimentary display of craftsmanship against the heavy and rustic structural elements.

Unless otherwise approved by the Design Review Committee, the maximum vertical face for individual retaining walls shall not exceed six (6) feet above finished grade. It is recommended that terraced retaining walls be used for extreme grade changes. Terraced walls should be designed with a minimum of three feet from the back of the lower wall to the face of the upper wall in order to allow for the use of plants between terraces. Walls used to screen service yards, utility tanks, trash containers, storage for patio furniture, maintenance and recreational equipment shall not exceed six (6) feet. Free standing low landscape walls used as a transition or to define outdoor spaces should not exceed five (5) feet (sixty inches) above finished grade. Wood fences may be used for screening. Metal fencing may be permitted when used as an accent decoration such as a gate, or to allow for views.

### c) Terraces, Patios, Walkways & Decks

Terraces, patios, walkways, and decks can serve as an effective transition between the mass of a building and the topography, vegetation, and other natural characteristics of the site as well as the location of interior spaces. On above grade decks, support columns and underside decking shall be finished to match materials used on the main residence. Acceptable paving materials for terraces, patios, and walkways include flagstone, sandstone, cobblestone, concrete pavers, exposed or coloured concrete.

### d) Terraces, Patios, Walkways & Decks

Appropriate surfaces for driveways include asphalt, paving stones, cobbles, and exposed coloured concrete. Gravel is unacceptable as a paving material.

### e) Exterior and Landscape Lighting

The intent of lighting guidelines is to maintain the rural character, preserve the night sky, and protect neighbouring properties from bright lights and indirect light sources. Exterior lighting shall be limited to identification signs, security and safety lighting, accent architectural lighting, and landscape lighting. Signs, and residence address signs shall be illuminated and visible from access roadways. Driveways, porches and patios, entrances and pathways may be illuminated for safety and security. In all cases, down lighting shall be used in order to reduce glare to pedestrian or vehicular traffic. Light shall be installed such that the direct light source is not visible from neighbouring lots.

## 4. Design Review and Construction Process

### Introduction: Five Step Review and Construction Process

The following pages outline the five steps in the design review and construction process:

<b>Step One:</b>	<b>Pre-Design Meeting</b>
<b>Step Two:</b>	<b>Preliminary Design Review</b>
<b>Step Three:</b>	<b>Final Design Review</b>

A design review fee of \$750.00 shall be submitted to the DRC in order to defray the cost of reviewing submittals and for site and building inspections. The fee shall be paid in one installment. The fee shall be submitted at the Pre-Design meeting. It is also understood that a bond of \$7,500.00 be provided at the time of purchase to insure the compliance of the design guidelines. Once landscaping and occupancy has been completed a final review will be done and if the work is substantially complete and representative of the landscape concept provided the full amount of the bond will be returned. If the work is incomplete a portion of the bond will be retained to complete the work as originally proposed by the developer's team.

### Step One: Pre-Design Meeting

The purpose of this meeting is to discuss Skyridge Design Guidelines and the owners' development objectives. It is recommended that the owner's design team attend this meeting, and that the meeting be held prior to initiating any formal design work on the project.

The Pre-Design meeting will address the following:

- Property boundaries and building envelope
- Utilities and Easements
- Architectural design, site planning, and landscape design regulations



- Site specific characteristics and design opportunities
- Preliminary design concepts
- Design review and approval process
- Construction process and construction Bond
- Preservation Areas
- Other relevant design considerations and regulations.

Other than the design review fee, there are no formal submittal requirements for the pre-design meeting.

## **Step Two: Preliminary Design Review**

The purpose of the Preliminary Design Review is to address the conceptual design of the proposed site, building and landscape improvements. One set of drawings (11X17) are to be submitted to the DRC for a review. See the following section for a checklist of items needed for the Preliminary Design Review. Upon receipt of the preliminary design, the DRC will notify the owner within fourteen (14) business days of the review comments. Applicants who receive preliminary plan approval may submit plans for Final Design Review. If the DRC rejects the preliminary design, the applicant may revise and resubmit to the DRC.

## **Step Three: Final Design Review**

Upon approval of the preliminary design, the owner shall submit one set of drawings to the DRC for Final Design Review See the following section for a checklist of items needed for the Final Design Review.

Upon receipt of the Final Design, the DRC will notify the owner within seven (7) business days of the Applicants who receive final design approval may proceed with the preparation of construction drawings. If the DRC rejects the final design, the applicant may revise and resubmit to the DRC.

**Final Inspection:** Final inspection is scheduled at completion of all construction, landscaping and site work. In order to receive final inspection approval, all aspects of the proposed residence must be completed. Final inspection and approval from the DRC shall be obtained prior to the applicant seeking a Certificate of Occupancy by the Building Department. The DRC shall issue a Certificate of Compliance for all projects approved at final inspection.

## Preliminary Design Checklist

### SUBMITTAL TO ADMINISTRATOR

- Set of Drawings (11X17)
- Administrative Fee
- Half Page Statement of Design Intent by Architect

### SITE PLAN

- Entire Property Shown
- Existing and Proposed Topography
- All Special Terrain Features to be Preserved
- Property Boundaries Shown
- Easements
- Setbacks
- Edge of Pavement
- Proposed Construction Activity Zone (Include Driveway Access & Temporary Fencing for Utility Trenching)
- Building Footprint
- All Proposed Structures shown with Roof Overhangs and Directions
- Driveways, Parking Area(s), Paving, and Surface Materials
- Patios, Porches, Decks, Terraces, Site Walls and facing materials
- Finish Floor Elevation of All Levels
- Location and Maximum Heights of Retaining Walls
- Location of Utilities and Proposed Trenching
- Location of all Improvements on Adjacent Parcels
- Square Feet of Impervious Coverage
- Location of Previous Site Disturbances

### CONCEPTUAL LANDSCAPE ZONING AND INVENTORY

- Location of any Enhanced Landscape If Available
- Areas of Pre-existing Site Disturbances
- All Areas to be Re-vegetated
- Paving, Terraces, Patios, Courtyards, Structures, Posts, Walls
- Approximate Locations of All Existing Groundcovers, Shrubs, Thickets, Trees, with Specimens to be Removed Indicated
- Approximate Locations of all Specimens to be Preserved Indicated

### FLOOR PLANS

- Patios, Porches, Decks, Terraces, Site Walls
- Window Locations
- Finish Floor Elevations

### EXTERIOR ELEVATIONS

- Minimum of Four Full Elevations
- Existing and Finish Grades
- Plate Heights
- Ridge Heights
- Indication of All Exterior Material
- Fenestration and Window Composition

## Final Design Review Checklist

### SUBMITTAL TO ADMINISTRATOR

- Set of Drawings (11 x 17)
- Cut Sheets, Lamp Size Intentions, and Finishes for All Exterior Light Fixtures
- Plant List Containing Species, Quantities and Sizes of Specimens to be Added
- Completed Exterior Colour and Material Form

### SITE PLAN - Scale 1/8" = 1'0"

- Entire Property Shown
- Existing and Proposed Topography
- Property Boundaries Shown
- Easements
- Setbacks
- Edge of Pavement
- Proposed Construction Activity Zone (Include Driveway Access & Temporary Fencing for Utility Trenching)
- Building Footprint
- All Proposed Structures shown with Roof Overhangs and Directions
- Driveways, Parking Area(s), Paving, and Surface Materials
- Patios, Porches, Decks, Terraces, Site Walls
- Finish Floor Elevation of All Levels
- Location and Maximum Heights of Retaining Walls
- Location of Utilities and Proposed Trenching
- Location of all Improvements on Adjacent Parcels
- Location of Previous Site Disturbances
- All Protected Plants and Trees
- Location of Utility Connections to Home
- Filter Fencing, Drip Trenches, and Other Temporary and Permanent Best Management Practices Located and Noted

### LANDSCAPE PLAN - Scale 1/8" = 1'0"

- Quantities, Sizes, Species and Locations of Proposed Plants
- Location of any Enhanced Landscape if Applicable
- Areas of Pre-existing Site Disturbances
- Paving, Terraces, Patios, Courtyards, Structures, Posts, Walls
- Vegetation and Trees to be Transplanted, with New Locations
- Irrigation System: Locations, Types, Lifetime Limit if Applicable
- Decorative Material and Borders
- Details or Sections of Posts, Address Marker Stones, Containment Devices and any Other Elements at Scale 1" = 1'0"
- Any Exterior Landscape Lighting

### FLOOR PLANS - Scale 1/4" = 1'0"

- Patios, Porches, Decks, Terraces, Site Walls
- Window Locations
- Finish Floor Elevations
- Exterior Light Fixture Locations

### EXTERIOR ELEVATIONS – Scale 1/4" = 1'0"

- Minimum of Four Full Elevations
- Existing and Finish Grades
- Plate Heights
- Ridge Heights
- Indication and Notation of All Exterior Material
- Fenestration and Window Composition (Include Garage Doors, Front Door, etc.)
- Colour Rendering on One Elevation

**ROOF PLANS – Scale 1/4" = 1'0"**

- All Roof Pitches (framing plans not necessary)
- Locations of Proposed Roofing Materials
- Skylights (if applicable)

**BUILDING SECTIONS – Scale 1/4" = 1'0"**

- Existing and Finish Grades
- Minimum One for Each Major Structure

**COLOUR BOARD**

- Samples of Each Exterior Material, Firmly Secured to a Stiff Board (Siding, Roofing, Stone, Non-Asphalt Paving, Flashing, Trim, Doors, Windows, Accents, Light Fixtures)

**EXHIBIT "C"**

Form Y Owner Developer's Notice of Different Bylaws

**FORM Y- OWNER DEVELOPER'S NOTICE OF DIFFERENT BYLAWS**

*Strata Property*

*Act*

**Form Y**

**OWNER DEVELOPER'S NOTICE OF DIFFERENT  
BYLAWS (Section 245(d); Regulations section  
14.6(2))**

Re: Strata Plan EPS3606 being a strata plan of property legally described as follows:

Parcel Identifier: NO PID Lot 5 Section 14 Township 50 NWD Plan  
EPP62432

The Schedule of Standard Bylaws is deleted and replaced with the following:

**STRATA BYLAWS**

Unless otherwise stated, all terms used herein that are defined in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act") shall have the same meanings herein as in the Act.

These bylaws bind the strata corporation, and the owners, tenants, employees and occupants of the strata lots to the same extent as if the bylaws had been signed by each such party and contained covenants on the part of each such party with each of the other parties to observe and perform the provisions of these bylaws.

For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and, unless the context requires otherwise, includes non-resident owners of strata lots.

The Schedule of Standard Bylaws in the Act does not apply to the strata corporation.

**Division 1 - Duties of Owners, Tenants, Occupants and Visitors**

**1. Payment of strata fees**

- 1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2) Where an owner fails to pay strata fees in accordance with Bylaw 1(1), the strata corporation will charge interest of 10% per annum, compounded annually on strata fees that are outstanding on the 15th day of the month. In addition, an owner may be fined \$200.00 for each contravention, which fine may be imposed every 7 days in accordance with Bylaw 24, until such time as the strata fees are received by the strata corporation.
- 3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 4) Where an owner fails to pay a special levy in accordance with Bylaw 1(3), outstanding special levies will be subject to an interest charge of 10% per annum compounded annually. In addition to interest, failure to pay a special levy on the due date may result in a fine of \$200.00 for each

contravention, which fine may be imposed every 7 days in accordance with Bylaw 24, until such time as the special levy is received by the strata corporation.

- 5) Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

## **2. Repair and maintenance of property by owner**

- 1) An owner must repair and maintain the owner's strata lot, including any improvements thereon, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2) An owner who has the use of limited common property, including any improvements thereon, must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3) The owner shall be liable to the strata corporation for the cost to repair or make good any and all damage caused by all damages originating from the owner's strata lot, including but not limited to water originating from hot tubs, swimming pools, waterfalls, and irrigation systems.
- 4) Each owner must ensure that the owner's strata lot, including any improvements thereon, is kept in a good state of cleanliness and repair and in such a manner as to prevent it from becoming unsightly.

## **3. Use of property**

- 1) An owner, tenant, occupant or visitor must not use a strata lot, the common property, limited common property or common assets in a way that;
  - a. Causes a nuisance or hazard to another person,
  - b. Causes unreasonable noise,
  - c. Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - d. Is illegal, or
  - e. Is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 2) 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.
- 3) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - a. a reasonable number of fish or other small aquarium animals;
  - b. a reasonable number of small caged mammals;
  - c. up to 2 caged birds;
  - d. a reasonable number of dogs or cats

- 4) Each owner will ensure that any pets kept by the owner, tenant, occupant or visitor of the owner's strata lot:
  - a. Do not cause a nuisance or hazard to any other person;
  - b. Do not cause unreasonable noise;
  - c. Do not trespass on the strata lots of other owners; and
  - d. Are properly leashed or otherwise controlled at all times in terms of activity and noise when on common property or on land that is a common asset.
- 5) An owner will be responsible to clean up any excrement from their pets deposited on the common property.
- 6) An owner will be responsible for the actions of pets brought on the common property or limited common property by himself, tenants, visitors or other occupants of the owner's strata lot.
- 7) Fire Prevention -Burning of slash or garbage is not permitted at any time, either on private lots or common property without prior written approval of the strata strata council
- 8) No owner may display, or cause to be displayed, or permit to be displayed, any signage advertising the strata lot (for sale, rent or lease) or any contractor or sub-trade anywhere on the common property or within a strata lot in a place which is visible from the exterior of the strata lot.
- 9) No signs, fences, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot without prior approval of the strata strata council.
- 10) No laundry, clothing, bedding or other articles shall be hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of a building.

#### **4. Parking**

- 1) The owner of each Strata Lot will construct parking areas within the owner's Strata Lot as required by the Strata Lot owner and in conformance with the requirements of the Statutory Building Scheme and any applicable bylaws, regulations, rules and other requirements of the District of Squamish. There are no common or guest parking areas in the Development.
- 2) A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes, fire lanes, no parking zones or the main access road, any of which are located on common property.
- 3) Any Resident's or Visitor's vehicle parked in violation of any of these bylaws will be subject to immediate removal by a towing company authorized by the strata council, or its designated representative, and all costs associated with such removal will be charged to the owner of the strata lot.

#### **5. Inform Strata Corporation**

- 1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.



- 2) All residents must:
  - a. inform the strata corporation of their name, phone numbers (home and work) and emergency contact numbers;
  - b. Inform the strata corporation of any changes with respect to the information required to be provided by bylaws 5(1) or 5(2)a.
  
- 2) An owner must cause the tenant to execute a Form K - Notice of Tenant's Responsibilities as provided in the Act prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof.

**6. Obtain approval before altering a strata lot**

- 1) Plans of all renovations are to be provided to the Strata Corporation for approval. The strata corporation must not unreasonably withhold its approval but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the renovation. Upon granting of such approval, the owner shall be required to sign an Acknowledgement of Liability and Waiver of Strata Corporation Liability for alterations form as they pertain to said renovation.
- 2) Any exterior alterations must be in line with the approved building scheme (see Schedule A as attached).
- 3) An owner must obtain the written approval of the strata council before making an alteration to a strata lot that involves any of the following:
  - a. the exterior of a building;
  - b. chimneys, stairs, balconies or other things attached to the exterior of a building;
  - c. doors, windows or skylights on the exterior of a building, or that front on the common property;
  - d. fences, railings or similar structures that enclose a patio, balcony or yard;
  - e. common property located within the boundaries of a strata lot;
  - f. those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 4) An owner, as part of its application to the strata council for permission to alter any of the above items, must:
  - a. submit in writing, detailed plans and descriptions of the intended alteration
  - b. Obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata corporation.
- 5) All construction to be carried out on a strata lot must be in compliance with the Skyridge Bare Land Strata Statutory Building Scheme registered against title to the strata lot.

**7. Obtain approval before altering common property**

- 1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- 2) The strata corporation may require as a condition of its approval that the owner agree, in

writing, to take responsibility for any expenses relating to the alteration.

- 3) An owner must obtain the written approval of the strata council before placing any and all items on common property or making alterations to the common property. The strata council may require as a condition of the approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

#### **8. Approval to build on your strata Lot**

- 1) An owner, as part of its application to the Design Review Committee to ensure the home complies with the Skyridge Bare Land Strata Statutory Building Scheme will:
  - a. Submit a site plan and full architectural drawings as per the Skyridge Bare Land Strata Statutory Building Scheme
  - b. Submit a detailed landscape plan for the entire lot prepared by a professional landscape architect as per the Skyridge Bare Land Strata Statutory Building Scheme
  - c. Submit a deposit fee of \$750 for the review by the Design Review Committee. The design review deposit is returned in accordance with the Skyridge Bare Land Strata Statutory Building Scheme.
  - d. Submit a \$7,500 landscape deposit as required by Skyridge Bare Land Strata Statutory Building Scheme.

### **Division 2 - Powers and Duties of Strata Corporation**

#### **9. Repair and maintenance of property by strata corporation**

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

- a. Common assets of the strata corporation;
- b. Common property that has not been designated as limited common property; and
- c. Limited common property

### **Division 3 – Strata council**

#### **10. Strata council size**

- 1) The strata council must have at least 3 and not more than 7 members.

#### **11. Strata council members' terms**

- 1) The term of office of a strata council member ends at the end of the annual general meeting at which the new strata council is elected.
- 2) A person whose term as a strata council member is ending is eligible for reelection.
- 3) No person may stand for strata council or continue to be on strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under Section 116(1) of the Act.

#### **12. Removing strata council member**

- 1) Unless all the owners are on the strata council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more strata council members.
- 2) After removing a strata council member, the strata corporation must hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term.

### **13. Replacing strata council member**

- 1) If a strata council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.
- 2) A replacement strata council member may be appointed from any person eligible to sit on the strata council.
- 3) The strata council may appoint a strata council member under this section even if the absence of the member being replaced leaves the strata council without a quorum.
- 4) If all the members of the strata council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new strata council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **14. Officers**

- 1) At the first meeting to the strata council held after each annual general meeting of the strata corporation, the strata council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 2) A person may hold more than one office at a time, other than the offices of president and vice president.
- 3) The vice president has the powers and duties of the president
  - a. While the president is absent or is unwilling or unable to act, or
  - b. For the remainder of the president's term if the president ceases to hold office.
- 4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the strata council members may appoint a replacement officer from among themselves for the remainder of the term.

### **15. Calling strata council meetings**

- 1) Any strata council member may call a strata council meeting by giving the other members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 2) The notice does not have to be in writing
- 3) A strata council meeting may be held on less than one week's notice if
  - a. All strata council members consent in advance of the meeting, or
  - b. The meeting is required to deal with an emergency situation, and all strata council members either

- i. Consent in advance of the meeting, or
  - ii. Are unavailable to provide consent after reasonable attempts to contact them.
- 4) The strata council must inform owners about a strata council meeting as soon as feasible after the meeting has been called.

#### **16. Requisition of strata council hearing**

- 1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a strata council meeting.
- 2) If a hearing is requested under subsection (1), the strata council must hold a meeting to hear the applicant within one month of the request.
- 3) If the purpose of the hearing is to seek a decision of the strata council, the strata council must give the applicant a written decision within one week of the hearing.

#### **17. Quorum of the strata council**

- 1) A quorum of the strata council is
  - a. 1, if the strata council consists of one member,
  - b. 2, if the strata council consists of 2,3, or 4 members,
  - c. 3, if the strata council consists of 5 or 6 members, and
  - d. 4, if the strata council consists of 7 members.
- 2) Strata council members must be present in person or by phone at the strata council meeting to be counted in establishing quorum.

#### **18. Strata council meetings**

- 1) At the option of the strata council, strata council meetings may be held by electronic means, so long as all strata council members and other participants can communicate with each other.
- 2) If a strata council meeting is held by electronic means, strata council members are deemed to be present in person.
- 3) Owners may attend strata council meetings as observers.
- 4) Despite subsection (3), no observers may attend those portions of strata council meetings that deal with any of the following:
  - a. Bylaw contravention hearings under section 135 of the Act;
  - b. rental restriction bylaw exemption hearings under section 144 of the Act;
  - c. Any other matters if the presence of observers would, in the strata council's opinion, unreasonably interfere with an individual's privacy.

#### **19. Voting at strata council meetings**

- 1) At strata council meetings, decisions must be made by a majority of strata council members present in person at the meeting.
- 2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a strata council meeting, the president may break the tie by casting a second, deciding vote.

- 3) The results of all votes at a strata council meeting must be recorded in the strata council meeting minutes.

#### **20. Strata council to inform owners of minutes**

- 1) The strata council must inform owners of the minutes of all strata council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

#### **21. Delegation of strata council's powers and duties**

- 1) Subject to subsections (2) to (4), the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council, and may revoke the delegation.
- 2) The strata council may delegate its spending powers or duties, but only by a resolution that
  - a. Delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - b. Delegates the general authority to make expenditures in accordance with subsection (3).
- 3) A delegation of a general authority to make expenditures must
  - a. Set a maximum amount that may be spent, and
  - b. Indicate the purposes for which, or the conditions under which, the money may be spent.
- 4) The strata council may not delegate its powers to determine, based on the facts of a particular case,
  - a. Whether a person has contravened a bylaw or rule,
  - b. Whether a person should be fined and the amount of the fine.

#### **22. Spending Restrictions**

- 1) 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.
- 2) Despite subsection (1), a strata council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

#### **23. Limitation of Strata council Member**

- 1) A strata council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the strata council.
- 2) Subsection (1) does not affect a strata council member's liability, as an owner, for a judgment against the strata corporation.

### **Division 4 - Enforcement of Bylaws and Rules**

#### **24. 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.

#### **25. Continuing contravention**

- 1) 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.

### **Division 5 - Annual and Special General Meetings**

#### **26. Person to chair meeting**

- 1) Annual and special general meetings must be chaired by the president of the strata council.
- 2) If the president of the strata council is unwilling or unable to act, the meeting must be chaired by the vice president of the strata council.
- 3) If neither the president nor the vice president of the strata council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

#### **27. Quorum**

- 1) Notwithstanding section 48(3) of the Act, if within fifteen (15) minutes from the time appointed for an annual or special general meeting, a quorum is not present; the eligible voters present in person or by proxy shall constitute a quorum.

#### **28. Participation by other than eligible voters**

- 1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 2) 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 chair of the meeting.
- 3) 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.

#### **29. Voting**

- 1) At an annual or special general meeting, voting cards must be made available to eligible voters.
- 2) At an annual or special general meeting a vote is decided on a show of hands or of voting cards, unless an eligible voter requests a precise count.
- 3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 4) 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 chair and recorded in the minutes of the meeting.

- 5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- 6) Despite anything in this section, an election of strata council or any other vote must be held by secret ballot, if an eligible voter requests the secret ballot.
- 7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

### **30. Order of business**

- 1) 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 strata 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 strata council, if the meeting is an annual general meeting;
  - n) Terminate the meeting.

## **Division 6 - Voluntary Dispute Resolution**

### **31. Voluntary dispute resolution**

- 1) 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
  - a) All the parties to the dispute consent, and
  - b) The dispute involves the Act, the regulations, the bylaws or the rules.
- 2) A dispute resolution committee consists of

- a) 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
  - b) Any number of persons consented to, (or chosen by a method that is consented to) by all the disputing parties.
- 3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **32. Display Lot**

- 1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- 2) An owner developer may use a strata lot that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan

### **33. Video/Surveillance**

- 1) The strata corporation may install and operate a video surveillance system on the common property and/or an electronic fob access system and if so, shall establish a policy in compliance with the Personal Information Protection Act for the operation of the system and the use and storage of information collected by it.
- 2) The strata corporation may collect information through the use of such video surveillance system, including but not limited to personal information of persons who pass over the common property of the strata corporation. Such personal information may include but is not limited to video and still photographic images.
- 3) The strata corporation may collect information through the use of such computerized access fob system, including but not limited to personal information of owners and occupants. Such personal information may include but is not limited to the name of the individual to whom the fob is issued and dates and times of access by the associated fob to those parts of the building accessed via fob.
- 4) Residents and visitors of the Strata Corporation are hereby deemed to have consented to the use, collection and disclosure of information recorded by such systems so long as the same is done in accordance with the terms of the policy established pursuant to this bylaw.



### **34. Responsibility for Damage and Insurance Deductible**

A resident shall be responsible for any and all damages resulting from water released or any other damage from any including but not limited to; hot water tanks, appliances, appliance hoses, bathroom fixtures or kitchen fixtures. Despite the foregoing and for the purposes of Section 158 of the Strata Property Act, an owner shall indemnify and save harmless the Strata Corporation, and other owners, from the expense of any maintenance, repair or replacement rendered necessary to any Strata Lot, or interior of any owners suite, by the owners act, omission, negligence, or carelessness by that of an owners guest or invitee of a Strata Lot. The Strata Corporation shall have the right to charge back and recover from the owner any related expenses. Where an insurance claim has been made against the insurance policy of the Strata Plan, which is attributable to damage caused by a Strata Lot owner, guests or invitees of a strata lot and originating within that owner's strata lot, the owner of that strata lot shall be charged a sum up to the equivalent of the deductible charged by the insurer of the strata corporation as a result of the claim.

### **35. Easement**

The owners of the strata lots acknowledge that the Strata Corporation is or may be a party to one or more cost sharing agreements (which may be included in one or more easement agreements whereby the applicable shared use is permitted or contained within one or more separate instruments) pursuant to which the Strata Corporation is obligated to pay its proportionate share of the costs relating to the use, operation, repair and maintenance of certain shared project facilities and roads, and that the Strata Corporation's share of the costs under each such agreement constitutes an expense of the strata corporation which shall be borne by the owners of the strata lots in proportion to the unit entitlement of their respective strata lots or as otherwise set out in the budget of the Strata Corporation.

### **36. Small Claims Court**

The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner money due and owing to the Strata Corporation, including money owing as:

- a) administration fees, strata fees;
- b) bank charges;
- c) fines;
- d) Interest on unpaid special levies or strata fees;

e) Insurance deductible amounts up to the maximum amount recoverable in Provincial (Small Claims) Court under the Small Claims Act;

f) Legal costs incurred by the Strata Corporation to recover insurance deductible amounts, on a solicitor and client basis;

g) Costs and expenses incurred by the strata corporation to remedy a contravention of the Act, the bylaws or rules, including all legal costs incurred, on a solicitor and client basis; and;

h) All amounts incurred by the strata corporation for any maintenance, repair or replacement rendered necessary to the common property, the common assets or to any strata lot or any cost incurred by the strata corporation for which the owner or any member of the owner's family or owner's tenants, invitees, employees or agents was responsible, but only to the extent that such an expense or cost is not reimbursed from the proceeds of any insurance policy.

## SCHEDULE A

### BEFORE YOU BUILD AT SKYRIDGE

This addendum to the Strata Bylaws is meant to assist you with the steps required prior to building your home at Skyridge:

- 1) Review all the legal documents on title of your property, which likely includes important information such as:
  - The location of the building envelope.
  - The maximum gross floor area buildable for your lot.
  - The maximum 2<sup>nd</sup> floor elevation for the proposed house.
  - Any tree preservation zone located on your property.
  - Any easements and/or rights of ways located on your property
  - The Skyridge Bare Land Strata Statutory Building Scheme
  
- 2) Review all applicable municipal zoning regulations under the applicable zoning, as well as the general regulations and definitions of the Zoning Bylaw of the District of Squamish, which will give you information such as:
  - Setbacks.
  - Building height and its calculation in relationship to grade.
  - Parking regulations and driveway gradients as well as setbacks of parking areas.
  - Important definitions such as *Gross Floor Area, Grade, Height, Auxiliary Residential Dwelling Unit, Useable site area* and others
  - Required information necessary to obtain a building permit from the District of Squamish
  
- 3) Apply for review and approval from the Design Review Committee under the Skyridge Bare Land Strata Statutory Building Scheme
  
- 4) Apply and obtain a building permit from the District of Squamish .

Please note that NO IMPROVEMENT on the lot - including building, clearing, grading, servicing preparation and removal of trees- should occur prior to obtaining both approval from both the Design Review Committee AND a Building Permit from the RMOW.

*Note: While this addendum is meant to assist, it is not an exhaustive list of all the requirements both from legal documents on title of your property to the municipal regulations, which could apply during the building process.*

**EXHIBIT "D"**

Interim Operating Budget and Strata Fee Maintenance Schedule

**Skyridge Road A Lots - Bare Land Strata Annual Operating Budget**

		<b>2017 Budget</b>
<b>INCOME</b>		
	Strata Fees	\$ 13,200.00
	Contingency Reserve Income 5% year 1. Increasing to 10% after that	\$ 660.00
	<b>Total Strata Fees</b>	<b>\$ 13,860.00</b>
	Developer Contribution	\$ 660.00
<b>Total Income</b>		<b>\$ 14,520.00</b>
<b>EXPENSES</b>		
Bare Land Strata Only	Legal, Acc and other Prof fees	\$ 1,000.00
	Insurance	\$ 5,000.00
	Management Fees	\$ 3,500.00
	Admin - Bank Charges	\$ 1,500.00
<b>Shared Expenses with Skyridge Building Strata. 50% of total cost listed below</b>		
	Gardening	\$ 1,000.00
	Snow Removal	\$ 500.00
	Litter pick up	\$ 250.00
	Catch Basin clean	\$ 125.00
	Road Repairs	\$ 125.00
	Lighting	\$ 200.00
	Shared Expense total	\$ 2,200.00
	CRF 5%	
<b>Total Expenses</b>		<b>\$ 13,200.00</b>
CRF @ 5%		\$ 660.00
Developer Contribution		\$ 660.00
<b>Total</b>		<b>\$ 14,520.00</b>

**Unit Entitlement**  
**Strata Fees Skyridge Bareland Strata**  
**Appendix 2.**

Operating Fee	\$ 13,200.00
CRF Fee	\$ 660.00
<b>TOTAL STRATA FEES</b>	<b>\$ 13,860.00</b>

SL	Unit	U/E	%	Annual Operating Fee	Annual CRF	Annual Strata Fees	Monthly Strata Fees
1	1	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
2	2	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
3	3	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
4	4	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
5	5	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
6	6	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
7	7	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
8	8	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
9	9	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
10	10	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
11	11	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
12	12	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
13	13	1	7.69%	\$ 1,015.38	\$ 50.77	\$ 1,066.15	\$ 88.85
Totals		13	100.00%	\$ 13,200.00	\$ 660.00	\$ 11,727.69	\$ 1,155.00
							<b>\$ 13,860.00</b>

Each to pay 50%

	Total	50%		
Gardening	\$ 2,000.00	\$1,000.00		
Snow Removal	\$ 1,000.00	\$500.00		
Litter pick up	\$ 500.00	\$250.00		
Catch Basin clean	\$ 250.00	\$125.00		
Road Repairs	\$ 250.00	\$125.00		
Lighting	\$ 400.00	\$200.00		
Shared Expense total	\$ 4,400.00	\$2,200.00		
CRF 5%	\$ 220.00	\$110.00		
50%	\$ 2,200.00			

Pre authorised payment will be available January 1st.  
 Owners will need to complete Preauthorised payment form.

**EXHIBIT "E"**

Rental Disclosure Statement (Form J)



*Strata Property Act*

**Form J**

[am. B.C. Reg. 312/2009, s. 8.]

**RENTAL DISCLOSURE STATEMENT**

(Section 139)

**Re: No PID Lot 5 Section 14 Township 50 NWD Plan EPP32432 (to be stratified by Plan EPS3606)**

This Rental Disclosure Statement is:

the first Rental Disclosure Statement filed in relation to the above-noted land (to be stratified by strata plan)

a changed Rental Disclosure Statement filed under section 139(4) of the *Strata Property Act*, and the original Rental Disclosure Statement filed in the relation to the above-noted strata plan was filed on ..... [dd/mmm/yyyy] .....

1. The development described above includes 13 residential bare land strata lots.
2. The residential bare land strata lots described below are rented out by the owner developer as of the date of this statement and the owner developer intends to rent out each strata lot until the date set out opposite its description.

<b>Description of Strata Lot</b> <i>[strata lot number as shown on strata plan]</i>	<b>Date Rental Period Expires</b> <i>[specify a date = "indefinitely" or timing related to an event is not acceptable]*</i>
None	Not applicable

\*Section 143(2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

3. In addition to the number of residential bare land strata lots rented out by the owner developer as of the date of this statement, the owner developer reserves the right to rent out a further 13 residential bare land strata lots, as described below, until the date set out opposite each strata lot's description.

<b>Description of Strata Lot</b> <i>[strata lot number as shown on strata plan]</i>	<b>Date Rental Period Expires</b> <i>[specify a date = "indefinitely" or timing related to an event is not acceptable]*</i>
Strata Lots 1 to 13 inclusive	December 31, 2215

\*Section 143(2) of the *Strata Property Act* provides that, if this Rental Disclosure Statement is filed after December 31, 2009, a bylaw that prohibits or limits rentals will not apply to a strata lot described in this table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

table until the date set out in the table opposite the description of the strata lot, whether or not the strata lot is conveyed before that date.

4. There is no bylaw of the strata corporation that restricts the rental of strata lots.

Date: May 30, 2016

**SKYRIDGE LIMITED PARTNERSHIP** by its  
general partner: **SKYRIDGE DEVELOPMENT  
CORP.**

Per: 

\_\_\_\_\_  
Jason Wood, President

## EXHIBIT "F"

### Summary of Legal Notations, Charges, and Encumbrances

1. **Notice of Interest, Builders Lien Act (S. 3(2)), See CA4720176.** Filed 2015-10-02. This notice states that the interest of the Land is not bound by a lien claim under the *Builders Lien Act* in respect of an improvement on the Land unless that improvement has been undertaken at the express request of the General Partner, as registered owner of the Land.
2. **Covenant BJ377254** in favour of The Crown in Right of British Columbia and District of Squamish. In this covenant, the then registered owner of the Lands acknowledges on behalf of itself and its successors and assigns that there is potential flood danger and erosion danger to the Lands. This covenant requires structures on the Lands to be developed in accordance with the covenant which sets out, among other things, requirements in respect of flood level construction criteria and minimum distances of structures from natural boundaries of bodies of water. This covenant was registered against a former parent parcel of which the Lands now form a part however; the area contemplated in this covenant is no longer relevant to the Lands. The Developer has requested that this Covenant be discharged by the District of Squamish and The Crown in Right of British Columbia.
3. **Covenant BA410360** in favour of the District of Squamish: This covenant is in respect of a servicing agreement between the District of Squamish and the then registered owner of the Lands dated June 1, 2006 in connection with a subdivision application. The servicing agreement required construction of roadways, drainage, street lighting and landscaping works. This covenant related to an old servicing agreement that is no longer applicable to the Lands. The Developer has requested that this Covenant be discharged by the District of Squamish.
4. **Covenant BA410361** in favour of the District of Squamish: This covenant was entered into in connection with a plan of subdivision. The Lands must only be used in accordance with the Geotechnical Engineering Report prepared by Geotek Designs on October 28, 2005 attached to the covenant. The covenant requires, among other things that: (i) improvements be constructed at certain elevations, (ii) landfill be placed in such manner to protect from erosion; and (iii) site preparations and foundations comply with the report. This covenant was registered against a former parent parcel of which the Lands now form a part however; the area contemplated in this covenant is no longer relevant to the Lands. The Developer has requested that this Covenant be discharged by the District of Squamish.
5. **Statutory Right of Way CA4901325** in favour of British Columbia Hydro and Power Authority is for the provision of utilities and related equipment.
6. **Statutory Right of Way CA4901326** in favour of Telus Communications Inc. is for the provision of utilities and related equipment.
7. **Mortgage CA4994187 and Assignment of Rents CA4994188** in favour of Vancouver City Savings Credit Union. This financial encumbrance will be discharged on a lot by lot basis as a condition of closing.

8. **Covenant CA5010701** in favour of District of Squamish is a subdivision servicing agreement in connection with the servicing works to be completed by the Developer and related **Priority Agreement CA5010702**.
9. **Statutory Right of Way CA5026403** in favour of Shaw Cablesystems Limited is in connection with the installation of telecommunications equipment.
10. **Statutory Right of Way CA5028941** in favour of FortisBC Energy Inc. is in connection with the provision of gas utilities for the Property.

**EXHIBIT "G"**

Draft Contract of Purchase and Sale

**SKYRIDGE –BARELAND STRATA LOT  
CONTRACT OF PURCHASE AND SALE**

BETWEEN THE VENDOR:

SKYRIDGE LIMITED PARTNERSHIP

(the “Vendor”)

AND THE PURCHASER(S)

Full Name: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Full Name: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

(collectively the “Purchaser”)

The Purchaser certifies that he/she/they is/are  is not /are not  a resident of Canada under the *Income Tax Act* (Canada).

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**Purchaser Initials**

**PROPERTY:**

Bare land strata lot number \_\_\_\_\_ (the "**Strata Lot**") (as shown on Schedule "B" attached hereto), currently legally described as PID 026-805-146 Lot 24 Section 14 Township 50 NWD Plan BCP25251 Except Plans BCP38848 and EPP26992 (the "**Lands**") and having a civic address at the time of writing this contract of:

\_\_\_\_\_, located in the bare land strata development known as "Skyridge" (the "**Development**") in the District of Squamish, British Columbia, such Development being more particularly described in the Disclosure Statement (as hereinafter defined).

The purchase price (the "**Purchase Price**") for the Strata Lot is:

\_\_\_\_\_ \$\_\_\_\_\_.

The Purchase Price excludes any applicable Federal Goods and Services Tax ("GST"), any GST new housing rebate or any equivalent sales tax or rebates applicable on the Completion Date (as hereinafter defined).

**DEPOSITS AND PAYMENT OF PURCHASE PRICE:**

The Purchaser shall pay the Purchase Price as follows:

THE INITIAL DEPOSIT accompanying this Offer in the amount of \$5,000.00 payable to <b>Koffman Kalef LLP in Trust</b> by way of personal cheque, certified cheque or bank draft;	\$5,000.00
THE SECOND DEPOSIT equal to 10% of the Purchase Price (less the Initial Deposit) payable to <b>Koffman Kalef LLP In Trust</b> , payable by way of certified cheque or bank draft due on or before: seven (7) days after the Acceptance Date (as hereinafter defined);	\$ _____
THE THIRD DEPOSIT equal to 5% of the Purchase Price payable to <b>Koffman Kalef LLP, In Trust</b> , payable by way of certified cheque or bank draft due on or before the later of: (i) 90 days after the Acceptance Date (as hereinafter defined); and (ii) seven (7) days after receipt by the Purchaser of the Financing Commitment Amendment contemplated in section 14 hereof; and	\$ _____
THE BALANCE of the Purchase Price, subject to closing adjustments, shall be paid on the Completion Date (as hereinafter defined)	\$ _____
The Initial Deposit, the Second Deposit and the Third Deposit are referred to herein as the " <b>Deposits</b> ".	

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**Purchaser Initials**

**RECEIPT FOR DISCLOSURE STATEMENT:** The Vendor confirms that it has delivered to the Purchaser a copy of the Disclosure Statement dated May 30, 2016, and any amendments thereto filed up to the date hereof (collectively, the “**Disclosure Statement**”). The Purchaser hereby acknowledges receipt of the Disclosure Statement and confirms that he/she/it has been afforded reasonable opportunity to read the Disclosure Statement before executing this Offer. The Purchaser agrees that the provisions of the Disclosure Statement and the terms of this Agreement are the terms under which the Strata Lot is being sold and purchased. Execution of this Offer by the Purchaser constitutes a written statement from the Purchaser acknowledging that the Purchaser has had an opportunity to read the Disclosure Statement prior to executing this Offer. Furthermore, the Purchaser acknowledges that the Disclosure Statement relates to a development property that is not yet completed and confirms that it has read and has referred to section 7.2 of the Disclosure Statement for information on the purchase agreement before executing this Offer.

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**Initials**

**CONSENT TO ELECTRONIC DELIVERY**

The Purchaser hereby consents to receiving the Disclosure Statement and any subsequent amendments thereto, by electronic means from the Vendor in accordance with section 15(3) of the *Real Estate Development Marketing Act* (British Columbia).

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**Initials**

The Purchaser hereby irrevocably offers to purchase the Strata Lot from the Vendor (the “**Offer**”) on the terms and conditions set out herein subject to the encumbrances (the “**Permitted Encumbrances**”) referred to in Article 4 of the Disclosure Statement and Schedule C attached hereto.

This Offer will be open for acceptance by the Vendor until 5:00 p.m. Pacific Standard Time on \_\_\_\_\_, 20\_\_\_\_, and upon acceptance of the Offer by the Vendor, there will be a legally binding contract of purchase and sale (the “**Agreement**”) on the terms and conditions set forth herein.

The Purchaser has executed this Offer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Purchaser _____ Print Name: _____  Witness _____ Print Name: _____	Signature of Purchaser _____ Print Name: _____  Witness _____ Print Name: _____
Signature of Purchaser _____ Print Name: _____  Witness _____ Print Name: _____	Signature of Purchaser _____ Print Name: _____  Witness _____ Print Name: _____

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**Purchaser Initials**



This Offer is accepted by the Vendor on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(the "Acceptance Date").

**SKYRIDGE LIMITED PARTNERSHIP**, by its  
general partner **SKYRIDGE DEVELOPMENT CORP.**

Per: \_\_\_\_\_  
Authorized Signatory

The Terms and Conditions attached as Schedule "A" hereto and all addenda and additional schedules attached hereto form a part of the Agreement. No representations, warranties, terms and conditions made by any person or agent not contained herein shall be binding upon the Vendor

BROKERAGE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_

MLS® NO: \_\_\_\_\_

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Purchaser Initials

**SCHEDULE "A"**

**Terms and Conditions**

The following terms shall apply to this Agreement:

1. **Deposits and Payment.** Except as otherwise expressly provided herein, the Deposits will be non-refundable and paid to the Vendor's solicitor, Koffman Kalef LLP (the "**Vendor's Solicitor**"), in trust. All interest will accrue to the credit of the Vendor. If the Purchaser does not pay when due any one or more of the Deposits required to be made hereunder, or defaults in any of the Purchaser's obligations hereunder, then the Vendor shall have the right, at its option, by written notice to the Purchaser to terminate this Agreement and in such event all Deposits previously made by the Purchaser, and all interest thereon, if any, shall be absolutely forfeited to the Vendor on account of damages and not as a penalty, without prejudice to the Vendor's other remedies against the Purchaser. The Purchaser irrevocably directs the Vendor's Solicitor to pay the Deposits to the Vendor if the Vendor terminates this Agreement in the manner set out above. The Deposits will be credited toward the payment of the Purchase Price on the Completion Date (as hereinafter defined).

If the Vendor enters into a Deposit Protection Contract (as defined in the *Real Estate Development Marketing Act* (British Columbia) ("**REDMA**"), the Vendor's Solicitor will pay the Deposits to the Vendor upon receipt of the original or a true copy of the Deposit Protection Contract from an insurer. In such case, the Vendor may use the Deposit for purposes related to the Development, including, without limitation, the construction and marketing of the Development, in accordance with the provisions of REDMA.

2. **Completion Date.** The completion date for the purchase and sale of the Strata Lot, subject to it being extended as provided for herein, will be a date established by the Vendor (the "**Completion Date**") and set out in a written notice (the "**Notice of Completion**") to the Purchaser or the Purchaser's solicitors or notary public. The Completion Date set out in the Notice of Completion shall be at least ten (10) days after the date that the Vendor or the Vendor's Solicitor delivers the Notice of Completion to the Purchaser or the Purchaser's solicitors or notary public. The Completion Date shall be after the date that the bare land strata plan in respect of the Development (the "**Strata Plan**") is deposited in the Land Title Office and a certificate of title has been issued by the Land Title Office for the Strata Lot. The Vendor presently estimates that the Completion Date will be between January 1, 2017 and March 31, 2017, provided that, for greater certainty, the Purchaser acknowledges that this is an estimate only and the Completion Date may occur prior to or after such estimated 3-month date range. The Purchaser acknowledges and agrees that the Completion Date may occur prior to the date that the Vendor has completed all necessary servicing and utilities for the Development. Therefore, the Purchaser may not be able to obtain a building permit and occupancy permit from the District of Squamish in order to construct improvements on the Strata Lot until such time as all necessary servicing is completed by the Vendor but this shall not preclude the Purchaser from being required to complete the purchase and sale of the Strata Lot.

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Purchaser Initials

3. **Delay of Completion Date.** The Notice of Completion delivered by the Vendor or the Vendor's Solicitor to the Purchaser or the Purchaser's solicitors or notary public may specify an estimated Completion Date. If the Strata Plan has not been deposited in the Land Title Office on or before the estimated Completion Date set out in the Notice of Completion, then the Vendor may delay the Completion Date from time to time as required, by written notice of such delay, delivered to the Purchaser or the Purchaser's solicitors or notary public before the estimated Completion Date; however, the Completion Date will be no later than December 31, 2017 (the "**Outside Date**"), provided that notwithstanding anything to the contrary herein, if the Vendor is delayed from completing the sale of the Strata Lot because of any circumstance described in section 19, then the Vendor may extend the Outside Date for a period equivalent to such period of delay, plus one hundred and eighty (180) days, by written notice to the Purchaser or the Purchaser's solicitors or notary public. If the Completion Date has not occurred before the Outside Date (as it may be extended under this section 3) then, unless the parties agree in writing to extend the Completion Date further, the Purchaser may terminate this Agreement upon written notice to the Vendor and upon such termination, the Deposits shall be returned to the Purchaser as the Purchaser's sole and exclusive remedy.

4. **Conveyance.** The Purchaser and Vendor acknowledge and agree that:

(a) The Purchaser will cause its solicitors or notary public to undertake to the Vendor and the Vendor's Solicitor to pay the Purchase Price, as adjusted pursuant to this Agreement, to the Vendor upon the Form A Freehold Transfer (the "**Transfer**") of the Strata Lot being tendered for registration in the Land Title Office in which the Strata Lot is registered and a satisfactory post-registration index search being conducted indicating that in the normal course registration procedure the Purchaser will become the registered owner of the Strata Lot subject only to the Permitted Encumbrances, the Vendor's financing (which is to be discharged) and any encumbrances granted by or relating to the Purchaser. The Purchaser shall pay all costs in connection with the purchase of the Strata Lot including any federal and provincial sales tax, GST, property transfer tax and any other taxes payable in connection with the purchase of the Strata Lot.

(b) It shall be the Purchaser's responsibility to prepare or cause to be prepared a Transfer, Statement of Adjustments and any other documents reasonably required to complete this transaction, in a registrable form as necessary, and to deliver such documents to the Vendor's Solicitor at least five (5) business days prior to the Completion Date. The Purchaser shall bear all costs of preparation and registration of the Transfer and the other closing documents. The Purchaser shall also be responsible for obtaining, at its sole cost and expense any Form F and Form B Certificates under the *Strata Property Act*. The Vendor shall bear its own costs for discharging any existing financial charges it is required to discharge and the Purchaser agrees that the Vendor may use the Purchase Price proceeds for discharging such encumbrances. If required by the Vendor, payment of the adjusted Purchase Price will be made by more than one certified cheque or bank draft payable and delivered to such person(s) as directed by the Vendor on the Completion Date.

(c) The Vendor, while still required to clear the Vendor's existing financial charges registered against the Strata Lot, may wait to pay and discharge such financial charges until after receipt of

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Purchaser Initials

the Purchase Price, but in this event, the Purchaser's solicitor or notary public shall pay the balance of the Purchase Price to the Vendor's Solicitor on their undertakings to pay and discharge the Vendor's existing financial charges within a reasonable time after closing, and remit the balance, if any, to the Vendor. The Purchaser shall accept title to the Strata Lot subject to the Permitted Encumbrances.

- (d) If the Purchaser is relying upon a new mortgage to finance a portion of the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Vendor until after the Transfer and new mortgage documents have been submitted for registration in the Land Title Office in which the Strata Lot is registered but only if, on or before the Completion Date, the Purchaser has made available for tender to the Vendor that portion of the Purchase Price not secured by the new mortgage, fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration and made available to the Vendor's Solicitor a lawyer's or notary public's undertaking to pay on the Completion Date the balance of the Purchase Price as adjusted upon the lodging of the Transfer and the new mortgage in the Land Title Office and advance of the mortgage proceeds. The balance of the Purchase Price must be paid by way of solicitor's or notary's certified trust cheque or bank draft payable to the Vendor's Solicitor in trust and delivered to the Vendor's Solicitor on the Completion Date.
5. **Adjustment.** The Purchaser shall assume and pay all taxes, rates, local improvement assessments, fuel, strata fees, utilities, water rates and scavenging rates, and all other charges and adjustments both incoming and outgoing of whatsoever nature in respect of the Strata Lot, from and including the Completion Date. If a separate assessment of taxes, rates, local improvement assessments or other charges for the Strata Lot is not available, the amount applicable to the Strata Lot will be determined by prorating the total amount among all strata lots in that part of the lands for which the same have been levied on the basis of the Vendor's proposed purchase price in each case, or on the basis of such other allocation as may be reasonably determined by the Vendor in its sole discretion.
6. **Possession.** Subject to any and all servicing and other work to be performed by the Vendor or its contractors in respect of the Strata Lot and the Development, the Permitted Encumbrances, and the Vendor's financial encumbrances to be discharged by the Vendor's Solicitors as provided herein, the Purchaser shall obtain possession of the Strata Lot on the first business day after the Completion Date, provided that the Purchase Price and all other amounts payable by the Purchaser to the Vendor in respect of the Strata Lot have been paid in full.
7. **Costs/GST.** The Purchaser acknowledges and agrees that the Purchase Price is exclusive of all applicable taxes, including GST, and any other federal or provincial sales, service, transition value added or other tax. The Vendor and Purchaser hereby further agree that the Purchaser will pay all costs in connection with the sale and purchase of the Strata Lot, including property transfer tax and any applicable taxes, including GST, and any other federal or provincial sales, service, transition, value added or other tax required to be paid by the Purchaser in connection with the purchase and sale of the Strata Lot. Where the sale of the Strata Lot is subject to tax and the Purchaser warrants under this Agreement that it is a GST registrant and delivers documentary proof of the Purchaser's GST registration number, including a certificate or a

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statutory declaration, the Vendor will rely upon the Purchaser's warranty and documentary proof provided, and based on this reliance, will apply the provisions of section 221(2) of the *Excise Tax Act*. The Purchaser hereby agrees to indemnify and save harmless the Vendor from and against all claims or assessments made by Canada Revenue Agency against the Vendor by reason of the Vendor relying upon the warranty and documentary proof delivered by the Purchaser.

8. **Purchaser's Conditions.** The obligation of the Purchaser to complete the purchase of the Strata Lot is subject to the following condition(s) being satisfied or waived on or before the following date(s):

Date	Condition

The above condition(s) is/are for the sole benefit of the Purchaser and may be waived unilaterally by the Purchaser at any time on or before such date(s). If the Purchaser does not give the Vendor or the Vendor's agent or lawyer written notice of the satisfaction or waiver of any of such conditions on or before such date(s), this Agreement will be automatically terminated and the Deposits will be returned to the Purchaser.

9. **Vendor's Termination.** The Purchaser acknowledges and agrees that:
- (a) if on or before February 28, 2017 the Vendor is unable to obtain a satisfactory financing commitment in respect of servicing the Development on terms acceptable to the Vendor the Vendor will have the right to terminate this Agreement by giving written notice to the Purchaser or the Purchaser's solicitors; or
  - (b) if by December 31, 2017 the Vendor has not deposited the final bare land strata plan creating the Strata Lot in the applicable Land Title Office, the Vendor will have the right to terminate this Agreement by giving written notice to the Purchaser or the Purchaser's solicitors.

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Purchaser Initials

If the Vendor provides written notice to the Purchaser or the Purchaser's solicitors of the Vendor's election to terminate this Agreement pursuant to this section 9 the Vendor's obligation to sell and the Purchaser's obligation to purchase the Strata Lot pursuant to terms of this Agreement will be at an end, the Deposits will be repaid to the Purchaser and thereafter neither party shall have any further or continuing obligation to the other under this Agreement (except as otherwise specifically provided for in this Agreement). If the Vendor does not provide the Purchaser with a notice of termination pursuant to this section 9 of this Agreement this Vendor condition shall be deemed to have been waived by the Vendor and this Agreement shall remain firm and binding on the parties. The Purchaser acknowledges and agrees that it is signing this Agreement under seal and that the Purchaser will not have any right to revoke his or her offer herein while the Agreement remains subject to the foregoing termination right in favour of the Vendor. The Purchaser acknowledges that the Vendor will not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from any such termination by the Vendor.

10. **Risk.** The Strata Lot will be and remain at the risk of the Vendor until 12:01 a.m. on the Completion Date and thereafter, the Strata Lot will be at the risk of the Purchaser. In the event of major loss or damage to the same occurring before such time by reason of tempest, lighting, earthquake, flood or other act of God, fire or explosion, which is not repaired prior to the Completion Date, either party may, at its option, terminate this Agreement by written notice to the other party and in such event the Deposits shall be returned to the Purchaser (excluding interest earned thereon, if any), and in such event neither the Vendor nor the Purchaser shall have any further obligations or liability whatsoever hereunder. The Purchaser agrees that, except as aforesaid, he/she/it will have no further claim against the Vendor in the event of such termination.

11. **Time of Essence and Treatment of Deposits.** Time will be of the essence hereof and all payments on account of the Purchase Price, together with adjustments thereto as provided herein and all other amounts payable hereunder shall be paid when due. If the Deposits or the balance of the Purchase Price are not paid in accordance with this Agreement or the Purchaser is in breach of any covenant or obligation hereunder, the Vendor may terminate this Agreement and in such event the Deposits previously paid by the Purchaser shall be absolutely forfeited to the Vendor on account of damages and not as a penalty, without prejudice to the Vendor's other remedies against the Purchaser and the Vendor shall not have any further obligations or liability whatsoever hereunder. If the Purchaser defaults in the payment of any Deposits hereunder and the Vendor does not elect to terminate this Agreement, the Purchaser will pay interest at the Prime Rate as established by the Vendor's primary banker from time to time, plus 2% per annum, calculated daily and compounded monthly for all overdue Deposits calculated from the date upon which such funds were due until same is paid and such interest will be added to the amount due to the Vendor on the Completion Date. If the Purchaser terminates this Agreement pursuant to the rights of termination contained herein or if the Vendor fails to complete this transaction due to the Vendor's fault, all funds paid hereunder by the Purchaser to the Vendor, but less amounts required to be withheld under the *Income Tax Act* (Canada), if any, will be returned by the Vendor to the Purchaser forthwith upon notice of termination, without deduction and the Purchaser shall have no further claim against the Vendor.

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Purchaser Initials

12. **Subdivision/Inspection and Title/Condition of Strata Lot.** The Purchaser acknowledges and agrees that the Purchaser has viewed the Strata Lot and has identified its location as shown on Schedule "B" and further acknowledges that some or all of the Permitted Encumbrances will be or have been registered against title to the Strata Lot. The Purchaser acknowledges and agrees that the Purchaser will be bound by and will comply with the terms and conditions of the Permitted Encumbrances from and including the Completion Date and agrees to indemnify the Vendor for all costs, expenses and damages suffered or incurred by the Vendor as a result of the Purchaser's failure to comply with such terms and conditions. The Purchaser further acknowledges and agrees that, except as provided in this Agreement, the Purchaser is acquiring the Strata Lot on an "as is, where is" basis without any representations or warranties, expressed or implied, as to the physical or environmental condition, merchantability or fitness for purpose of the Strata Lot.

13. **Acknowledgements, Disclosure Statement and Development Matters.** The Purchaser, by the execution of the Agreement, acknowledges:

(a) the Vendor shall have the right to enter onto the Strata Lot to grade, landscape, construct water management measures and retaining walls and otherwise satisfy the requirements of the District of Squamish and other governmental authorities and the Purchaser will execute and deliver to the Vendor on or after the Completion Date any easements and rights of way for such purposes in a form acceptable for registration in the Land Title Office;

(b) construction and development on the Strata Lot shall be carried out in accordance with the design guidelines attached to the statutory building scheme described in the Disclosure Statement and the terms and conditions set forth in Schedule "D" attached hereto and in accordance with the Permitted Encumbrances. It is the Purchaser's responsibility to ensure that his/her building plans will be compatible with the requirements and conditions of the Development;

(c) that the Purchaser shall comply with the terms and conditions of all covenants required by the District of Squamish and the Province in respect of water use and drainage and the Purchaser further agrees to be bound by and assume the obligations contained in any restrictive covenant registered, or to be registered with respect to such matters;

(d) that the Purchaser agrees to be bound by the terms and conditions of the report by Thurber Engineering Ltd. Geotechnical Report dated May 30, 2016, a copy of which is attached to the Disclosure Statement. The Purchaser covenants and agrees that the single family home design for the Strata Lot will comply with the terms of this report and that special design features may be required in order to ensure compliance. In the event the Purchaser sells the Strata Lot prior to construction being completed, the Purchaser will obtain from any subsequent purchaser an assumption agreement whereby the subsequent Purchaser agrees to be bound by these terms;

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Purchaser Initials

- (e) that the Vendor and its authorized agents, contractors and invitees reserve the right to take aerial or other photographs of the Development, including, but not limited to the Strata Lot, for the purposes of marketing the Development;
- (f) that the Purchaser is purchasing the Strata Lot with full and complete awareness, and unconditionally accepts, that the Strata Lot forms part of a long-term subdivision program instituted by the Vendor in the area known as "Skyridge" and in that regard there will be, from time to time, related construction, noise, truck traffic, dust and dirt tracks on roadways in proximity to the Strata Lot and may be, from time to time, further subdivision, excavation and construction of and on lands adjacent to or in proximity to the Strata Lot. The Purchaser hereby waives all claims it may have now or in the future against the Vendor relating to such development and such construction, noise, truck traffic, dust and dirt tracks on roadways in proximity to the Strata Lot.

**14. Amendment to Disclosure Statement – Satisfactory Financing Commitment.** The Vendor acknowledges its obligation to deliver an amendment to the Disclosure Statement (the "Financing Commitment Amendment") setting out the particulars of a satisfactory financing commitment obtained by the Vendor. The Vendor acknowledges and agrees that:

- (a) If the Financing Commitment Amendment is not received by the Purchaser within twelve (12) months after the initial Disclosure Statement was filed, the Purchaser may at his/her/its option cancel this Agreement at any time after the end of that twelve (12) month period until the Financing Commitment Amendment is received by the Purchaser;
- (b) The amount of the Deposits to be paid by the Purchaser who has not yet received the Financing Commitment Amendment is no more than ten per cent (10%) of the Purchase Price; and
- (c) All Deposits paid by the Purchaser, including interest earned if applicable, will be returned promptly to the Purchaser upon any notice of cancellation from the Purchaser in accordance with this section 14, and the Vendor and the Purchaser shall thereafter have no further obligations to one another hereunder.

For the purposes of this section 14, "satisfactory financing commitment" means (i) a commitment of funds from a lender that is not conditional on the Developer entering into a certain number of purchase agreements with purchasers, (ii) a conditional financing commitment, the conditions of which have been satisfied, (iii) the availability of the developer's own funds, or (iv) a combination of (i), (ii) or (iii), that is sufficient to finance the construction and completion of the Development including the installation of all utilities and other services associated with the Development.

**15. Representations.** The Purchaser acknowledges that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto made by the Vendor, its agents or employees, other than those contained herein, in any signed addendum(s) forming part of this Agreement, and in the Disclosure Statement. No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

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16. **Residency of Vendor.** The Vendor represents and warrants that the Vendor is a resident of Canada.

17. **Assignment.** The Purchaser may not assign, market, list or sell its interest in the Strata Lot or in this Agreement without: (a) the prior written approval of the Vendor of any such marketing or listing material, if applicable; and (b) the written consent of the Vendor, which consent may be arbitrarily withheld at the sole discretion of the Vendor, and unless the Vendor so consents, the Vendor shall not be required to convey the Strata Lot to anyone other than the Purchaser named in this Agreement. The Purchaser's request for the Vendor's approval to the proposed assignment shall be provided to the Vendor at least ninety (90) days prior to the Completion Date. The Vendor is deemed to have reasonably withheld its consent to an assignment if at the time of the Purchaser's request for the Vendor's consent there are Strata Lots in the Development that the Vendor has not yet sold or if the Deposits have not been paid in full by the Purchaser. If the Purchaser assigns or sells its interest in a Strata Lot or this Agreement, then the Vendor will charge an administration fee equal to 3% of the purchase price plus GST as consideration for agreeing to an assignment of the Purchaser's interest in a Strata Lot or this Agreement, and for agreeing to convey the Strata Lot to anyone other than the Purchaser, provided that the administration fee shall not be payable in the event of an assignment to an immediate family member or a privately held corporation controlled by a Purchaser but only on the condition that the Purchaser first provides the Vendor's Solicitor with a statutory declaration sworn by the Purchaser setting out the particulars of the relationship between the Purchaser and the assignee in sufficient detail as to be reasonably satisfactory to the Vendor's Solicitor. "Immediate family member" is defined as, and is limited to, a sibling, parent, child, grandchild, grandparent or spouse of the Purchaser. Following any such assignment, the assignor will continue to remain liable to perform all obligations of the Purchaser under the Agreement. The Purchaser shall be required to pay in addition to the assignment fee all of the Vendor's costs in connection with any assignment, including legal fees and disbursements. If the Vendor consents to an assignment, the Purchaser and the assignee must enter into an assumption agreement in the Vendor's form whereby the assignee agrees to assume the obligations of the Purchaser under this Agreement and the assignee must acknowledge receipt of the Disclosure Statement.

The Purchaser may not, without the prior written consent of the Vendor, which consent may be arbitrarily withheld at the sole discretion of the Vendor, advertise or list for sale on the Multiple Listing Service (MLS), or otherwise advertise in any manner an assignment of the Purchaser's interest in the Strata Lot or in this Agreement. If the Purchaser breaches this section 17 the Vendor may at its option give written notice to the Purchaser of such breach (a "Violation Notice"). Upon receipt of a Violation Notice the Purchaser will pay to the Vendor an amount equal to the aggregate of:

- (a) \$5,000 which amount will be due and payable upon receipt of the Violation Notice; and
- (b) An additional \$1,000 for each day from and including the day following the date upon which the Purchaser receives the Violation Notice to and including the date upon which the Purchaser delivers satisfactory evidence to the Vendor that the Purchaser is no longer in breach of this section which additional amounts will be due

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Purchaser Initials

and payable immediately upon the date on which amounts are incurred.

The parties hereby agree that such aggregate amount constitutes a genuine pre-estimate of the minimum damages suffered by the Vendor in connection with a breach by the Purchaser under this section 17.

The Vendor shall be entitled, in its sole and absolute discretion, to sell, assign or otherwise transfer its right, title and interest in this Agreement without the consent of the Purchaser.

18. **Addendum(s).** Any addendum to this Agreement if completed and signed by the Purchaser and Vendor forms a part of this Agreement.
19. **Force Majeure.** The parties agree that if: (i) any act of God, accident or other event beyond the reasonable control of the Vendor, (ii) any condition discovered within the Development or in the vicinity of the Development, including, without limitation, any soil or environmental condition, or (iii) any action or step taken by any applicable governmental or regulatory authority, renders it impossible or not reasonably feasible or economical for the Vendor to perform its obligations under this Agreement, the Vendor may terminate this Agreement upon written notice to the Purchaser or the Purchaser's lawyer/notary, upon which the Vendor will return to the Purchaser the Deposits.
20. **Joint and Several Liability.** If the Purchaser consists of more than one person, the obligations of each person comprising the Purchaser will be joint and several. The Purchaser acknowledges that any notice to be provided under this Agreement shall be deemed to be delivered on all purchasers if it is provided to any one purchaser named in this Agreement.
21. **Notice.** Any notice to be given to the Purchaser shall be sufficiently given if either deposited in any postal receptacle in Canada addressed to the Purchaser at the Purchaser's address set out above, or the Purchaser's solicitors at their offices and sent by regular mail, postage prepaid or if delivered by hand or if transmitted by electronic mail ("email") or facsimile ("fax") to the Purchaser's solicitors at their office, or to the Purchaser at the email address or fax number as set out above. Such notice shall be deemed to have been received if so transmitted by email or fax to the Purchaser on the date of delivery as set out in the notice, and if mailed, on the second business day (exclusive of Saturdays, Sundays and statutory holidays) after the date of mailing. The civic address, email address and fax number (if any) for the Purchaser will be as set out above, or such other email address or fax number the Purchaser has last notified the Vendor in writing, which updated records shall be required to be provided by the Purchaser to the Vendor or its agents until the Completion Date under the terms of this Agreement. Any documents to be tendered on the Purchaser may be tendered on the Purchaser or the Purchaser's solicitors. Any notice to be given to the Vendor may be given to the Vendor or the Vendor's Solicitor in the same manner and shall be deemed to have been received as provided for in the preceding provisions of this section 21. Any documents or money to be tendered on the Vendor shall be tendered by way of certified cheque or bank draft and shall be delivered at the Purchaser's expense to the Vendor or the Vendor's Solicitor, as directed by the Vendor.
22. **Interpretation.** All words in the Agreement may be read and construed in the singular, plural, masculine, feminine, or body corporate, as the context requires. This Agreement will be

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Purchaser Initials

governed by and construed in accordance with the laws of British Columbia. This Agreement may be executed in one or more counterparts or facsimile counterparts.

23. **Enurement.** This Agreement will enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, if any.
24. **Further Assurances.** The Purchaser shall from time to time hereafter and upon any reasonable request of the Vendor, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
25. **Purchaser's Acknowledgement.** The Purchaser acknowledges that legal title to the Strata Lot is held by Skyridge Development Corp. (the "GP") as nominee and bare trustee for the Vendor, as the sole beneficial owner, and the Purchaser further acknowledges and confirms that, notwithstanding any provision of the *Property Law Act* (B.C.) to the contrary, the Purchaser will be obligated to and will accept a transfer of legal title to the Strata Lot from the GP on the Completion Date.
26. **Entire Agreement/Representations.** The Purchaser acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the sale and purchase of the Strata Lot and supersedes any prior agreements, negotiations or discussions, whether oral or written, of the Vendor and the Purchaser, and that there are no representations, warranties, conditions or collateral contracts, expressed or implied, statutory or otherwise, or applicable hereto, made by the Vendor, its agents, or employees, or any other person on behalf of the Vendor, other than those contained herein and in the Disclosure Statement, including, without limitation, arising out of any sales brochures, models, websites, representative view sets, showroom displays, photographs, illustrations or renderings or other marketing materials provided to the Purchaser or made available for his/her/its viewing. In particular, the Purchaser acknowledges and agrees that the materials, specifications, details and dimensions set out in any materials viewed by the Purchaser are approximate and subject to change without notice in order to comply with building site conditions and municipal, structural and Vendor and/or architectural requirements.
27. **No Interest in Land.** The Purchaser acknowledges and agrees that this Agreement creates contractual rights only between the Vendor and the Purchaser and does not create an interest in the Strata Lot. The Purchaser acknowledges and agrees that the Purchaser shall not, under any circumstances, be entitled or become entitled to register any charge, encumbrance, or notice against title to the Strata Lot in respect of or pertaining to this Agreement, including, without limitation a caveat, agreement for sale or certificate of pending litigation.
28. **Development and Construction of Residence.** The Purchaser agrees that, in addition to the Permitted Encumbrances, the Purchaser will comply with the design guidelines attached hereto as Schedule "D". The Purchaser acknowledges and accepts that, while the Vendor will use its reasonable efforts to minimize any interference in the Purchaser's use and enjoyment of the Strata Lot by reason of the ongoing construction and development in and around the Strata Lot,

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such interference may occur from time to time and the Purchaser hereby waives any claim against the Vendor arising therefrom. The Purchaser further agrees not to interfere with or impede the Vendor in completion of the Development.

29. **Builders' Lien Holdback.** That portion, if any, of the Purchase Price required by law to be held back by the Purchaser in respect of builders' lien claims (the "**Lien Holdback**") shall be paid on the Completion Date to the Vendor's Solicitors. Reference is made to section 88(2) of the *Strata Property Act*, with respect to a lien holdback by a purchaser from an owner-developer. The Lien Holdback shall be held in trust pursuant to the *Strata Property Act* (British Columbia) and *Builders Lien Act* (British Columbia) (or successor statutes) solely in respect of lien claims registered in the applicable LTO in connection with work done at the request of the Vendor. The Vendor's Solicitors are authorized to invest the Lien Holdback in an interest bearing trust account and to pay to the Vendor on the 56th day after the Property is conveyed to the Purchaser the Lien Holdback plus interest, if any, accrued thereon, less the amount of any builders' lien claims filed against the Property of which the Purchaser or the solicitors for the Purchaser notifies the Vendor's Solicitors in writing by 1:00 p.m. on that day. The Purchaser hereby authorizes the Vendor to bring any legal proceedings required to clear title to the Property of any lien claims filed with respect to the Property, including payment of funds into Court if desired by the Vendor.

30. **Agency Disclosure.** The Vendor and the Purchaser acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Vendor has an agency relationship with

\_\_\_\_\_ who is licensed in relation  
DESIGNATED AGEN/LICENSEE

to \_\_\_\_\_  
BROKERAGE

B. the Purchaser has an agency relationship with

\_\_\_\_\_ who is licensed in relation  
DESIGNATED AGENT/LICENSEE

To \_\_\_\_\_  
BROKERAGE

C. the Purchaser and the Vendor have consented to a limited dual agency relationship with

\_\_\_\_\_ who is/are licensed in relation  
DESIGNATED AGENT/LICENSEE

to \_\_\_\_\_  
BROKERAGE

having signed a Limited Dual Agency Agreement dated \_\_\_\_\_

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If only (A) has been completed, the Purchaser is acknowledging no agency relationship. If only (B) has been completed, the Vendor is acknowledging no agency relationship.

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**Purchaser Initials**

**SCHEDULE "B"**

**Plan Showing the Location of the Bare Land Strata Lot**

See attached.

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**Purchaser Initials**

**SCHEDULE "C"**

**Permitted Encumbrances**

1. Those legal notations, charges and encumbrances subsisting conditions, provisos, restrictions, exceptions and reservations registered against title to the Strata Lot as of the date of this Agreement and any proposed permitted encumbrances described in the Disclosure Statement, except for financial encumbrances to be discharged by the Vendor in accordance with section 4 of this Agreement.
  
2. A statutory building scheme and design guidelines containing substantially the same terms and conditions as described in the Disclosure Statement.
  
3. Such other easements, statutory rights of way, Section 219 Covenants, restrictive covenants and other non-financial encumbrances required to create or construct on the Strata Lot.
  
4. Those easements, statutory rights of way, covenants, restrictive covenants and other non-financial encumbrances more particularly described in this Agreement and the Disclosure Statement.
  
5. Such other easements and rights of way required by any municipal or governmental authority or utility company for the supply of utilities to the Strata Lot.

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**SCHEDULE "D"**

**Statutory Building Scheme and Design Guidelines**

1. The Purchaser hereby acknowledges and agrees that the Purchaser is bound by all of the provisions set out in the statutory building scheme described in the Disclosure Statement and which will be registered against title to the Strata Lot on or before the Completion Date (the "**Building Scheme**"), including, but not limited to, the Design Guidelines attached thereto (the "**Design Guidelines**"), whether or not such provisions run with the Strata Lot. The Purchaser acknowledges that the Building Scheme and Design Guidelines establish certain restrictions on the construction of improvements on the Strata Lot and require prior approval of construction plans, and the Purchaser hereby joins in with all of the covenants and agreements set out therein. The terms and conditions of the Building Scheme and the Design Guidelines are hereby deemed to be incorporated into and form a fundamental term of this Contract. The Purchaser covenants and agrees that in the event the Purchaser sells the Strata Lot prior to construction being complete the Purchaser will obtain from any subsequent purchaser an assumption agreement whereby the subsequent Purchaser agrees to be bound by these terms.
  
2. The Purchaser will pay all the fees and expenses of the DRC (as defined in the Building Scheme) in connection with their review of all plans and specifications.
  
3. The Purchaser covenants and agrees that following the approval of plans and specifications for his/her single family home and the commencement of any on-site work, the Purchaser will diligently pursue construction of the single family home and fully complete construction within a reasonable amount of time after the Completion Date. To secure the obligation of the Purchaser to complete such work, concurrently with the delivery of the plans and specifications to the DRC under the Building Scheme, the Purchaser will deliver to the Vendor \$750.00 by way of certified cheque or bank draft to cover the costs of reviewing the Purchaser's plans and specifications. Further on or before the Completion Date the Purchaser shall pay a deposit in the amount of \$7,500.00 (the "**Security Deposit**") to the Vendor on the condition that the Security Deposit will be:
  - (a) returned to the Purchaser, together with any interest earned on the Security Deposit, if the Purchaser delivers to the Vendor a certificate of substantial completion and occupancy permit in respect of the single family home within a reasonable period of time after the Completion Date and all construction and landscaping has been completed in accordance with the approved plans and specifications; or
  - (b) absolutely forfeited to the Vendor, together with any interest earned on the Security Deposit, if the Purchaser does not deliver to the DRC such certificate of substantial completion and an occupancy permit for the single family home within a reasonable amount of time from the Completion Date.
  
4. The Purchaser agrees that the DRC, and its representatives, including the Vendor and the Vendor's architect, may enter the Strata Lot at any time before the completion of the single

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**Purchaser Initials**



family home and the occupation thereof by or on behalf of the Purchaser in order to inspect any construction or development and ensure compliance with the approved plans and specifications and Building Scheme. Following substantial completion of the single family home, the Purchaser will deliver to the DRC the certificate of substantial completion as contemplated in the Building Scheme and arrange for the Purchaser's architect to meet with the DRC or its representatives to view the site and the construction thereon.

5. The Purchaser hereby fully releases and discharges and agrees to indemnify and hold harmless the Vendor and the DRC and all of their directors, officers, employees, agents, contractors and consultants from and against any loss, cost, damage, claim, action, cause of action or liability whatsoever (including any legal costs and expenses on a lawyer and client basis) arising from, in respect of or in connection with the Building Scheme, the review, approval or rejection of any plans and specifications, or any development of or construction on the Strata Lot whatsoever.
6. The Purchaser will not sell, assign, transfer, convey or otherwise dispose of the Strata Lot to any person prior to the completion of a single family home thereon, unless prior thereto the Purchaser causes such person to assume all of the Purchaser's covenants, duties and obligations under this Schedule D, in a form and content satisfactory to the Vendor.
7. The Vendor may, at any time, assign the entire benefit and any burden of these Statutory Building Scheme Provisions, separate and apart from the rest of this Agreement, to the DRC.
8. The terms and conditions of this Schedule D shall survive the Completion Date.

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**Purchaser Initials**

**EXHIBIT "H"**

Geotechnical Report



**THURBER ENGINEERING LTD.**

May 30, 2016

File: 19-7000-0

Diamond Head Development  
BOX 914 38164 2<sup>nd</sup> Avenue  
Squamish, BC V8B 0A6

Attention: Jason Wood, General Manager

**SKYRIDGE AT SQUAMISH - ROAD A 15 LOT SUBDIVISION  
GEOTECHNICAL ASSESSMENT**

Dear Jason:

As requested by Diamond Head Development (DHD), Thurber Engineering Ltd. (Thurber) has completed a geotechnical assessment of the above mentioned subdivision. This letter describes our observations and provides our geotechnical comments and recommendations.

It is a condition of this letter that Thurber's performance of its professional services is subject to the attached Statement of Limitations and Conditions.

**1. INTRODUCTION**

We understand that DHD plan to develop a 15 lot single family residential subdivision along road A. Upslope and to the north of Road A is a future phase of development comprising a mixture of multifamily duplexes, multifamily townhomes and suites. We understand that this report will be included as part of your Development Proposal and Subdivision Application to the District of Squamish (Squamish). Currently, detailed civil design including site grading plans have not been completed and we understand individual home builders will retain a geotechnical engineer for foundation recommendations. The subdivision site is located near the north end of Squamish on the east side of Highway 99 and is accessed via Dowad Drive and off of Tantalus Road.

A previous phase of development comprised site grading and construction of Dowad Drive and servicing of a 15 Lot subdivision along the south side of Dowad Drive. In Thurber's May 9, 2016 report we provided geotechnical recommendations for a proposed 15 Lot subdivision along Dowad Drive.

The scope of our work was to complete a site reconnaissance to map the soil and bedrock exposures and to provide our comments and recommendations for site grading and design of permanent works. Preliminary drawings for site development were provided by R.F. Binnie & Associates Ltd. (Binnie) and are attached. This report addresses the single family residential located to the south and west of Road A. Geotechnical input for the remaining multifamily duplexes, multifamily townhomes and suites and area of the site recommendations is provided under separate cover.



## **2. PROGRAM OF WORK**

A site visit was made on August 18, 2015 by Ben Singleton-Polster, P.Eng. and David Regehr, P.Eng. of Thurber in the company of Jason Wood of DHD. Initially, a brief tour of the site was completed to review the site conditions and general development constraints. Subsequently, Ben remained on site to inspect exposed soil and rock slope conditions.

During our August 18, 2015 site visit, the riparian setback line near the north side of the property was flagged/staked in the field. This flagging was used to generally estimate locations of proposed buildings near the north edge of the development during the field reconnaissance. Lot layout was subsequently completed for the south single family lots. Photographs were taken of soil exposures, natural rock outcrops and existing rock cut slopes to document the site conditions.

Further site inspections were conducted of the rock cut along Dowad Drive during excavation and scaling work for the rock cut.

## **3. SITE DESCRIPTION**

The 15 Lot Road A subdivision is bounded to the north by the proposed multifamily homes and forested land and to the south and west by residential development. The site generally slopes down toward the southwest with a rock cut and steep soil slope along the south side and a natural bedrock escarpment along the west side. Some clearing of vegetation and soil has been completed to construct a gravel road access for quarry activity further up the slope.

Road A will begin in soil cut and then is assumed to transition to a bedrock subgrade at approximately Lot 5. Based on the attached drawings provided by Binnie the south side of Lots 1 to 4 are proposed to be retained by a mechanically stabilised earth (MSE) rock stack wall. A utility right of way (ROW) will be located between the MSE wall and the houses.

There is granular soil ranging from fine sand to coarse gravel exposed in the cuts and benches where material has been borrowed and processed. Based on the overall site sections provided by Binnie, the development area will be predominantly in cut with some fill. The numerous stockpiles of material on the site will have to be removed and/or reused for site grading purposes.

During the site reconnaissance and our inspections of work for the 15 Lot Dowad Drive subdivision no groundwater was observed in the soil cuts exposed. A minor seep was observed near the east edge of the rock cut and a drain hole was drilled to reduce water pressure and provide a drainage pathway.



## **4. RECOMMENDATIONS**

### **4.1 Site Preparation**

All organic soil, loose, wet or soft soil and other deleterious material should be stripped and cleared from below the road and building footprints.

Raising of grades for both roads and buildings may be required at some locations. Structural fill should comprise well graded, minus 150 mm, free draining (less than 5% passing the No. 200 sieve) granular material. Structural fill should be placed in maximum 300 mm thick lifts and compacted using a heavy, vibratory, smooth drum compactor to 98% Modified Proctor Maximum Dry Density (MPMDD). Placement and compaction of the fill should be inspected and density testing completed.

Significant portions of the native sand and gravel with some silt should be suitable for use as structural fill beneath roads and buildings provided that boulders larger than 150 mm are screened out or crushed prior to placement. This material will be sensitive to moisture content for compaction and it may not be possible to compact during wet periods of the year. Further, the blast rock on the site will also be suitable for structural fill but will require crushing and screening to produce a minus 150 mm product.

Common fill can be used if necessary outside of building and retaining wall footprints. Common fill should comprise minus 300 mm, well graded, granular and/or shotrock fill placed in maximum 450 mm thick lifts. The fill should be compacted with a minimum of 6 passes of a large, smooth drum vibratory roller.

Design of rock cuts should follow Ministry of Transportation and Infrastructure (MoTI) Technical Bulletin titled Rock Slope Design. Preliminary design of bedrock cut slopes may assume a slope of 1H:4V with no rock support. However, actual requirements for slope support can only be determined after excavation.

### **4.2 General Foundation Conditions**

In general, the proposed residential buildings can be founded on bedrock, native sand and gravel or structural fill. Recommendations for siting building foundations that are adjacent to slopes are provided in the subsections below. Structural fill should be placed and compacted as described in Section 4.1. Native sand and gravel exposed at building subgrade should be compacted with a heavy, vibratory, smooth drum compactor to 98% MPMDD.

If irregular bedrock topography is encountered, some house foundations may require specialized design involving rock excavation, rock dowels or permanent rock anchors. Due to the possibility of damage to the rock mass during blasting and excavation and the possibility of poor quality of the rock at underside of footing elevation, footings located near the crest of rock cuts may require lowering/stepping and/or doweling into rock.



All footings on soil should be provided with a minimum depth of 1 m of soil cover above the underside of footing for frost protection.

Site specific geotechnical recommendations will be required for each lot once building locations have been finalized.

#### 4.2.1 Single Family Lots South and West of Road A

In our opinion, the lot layout as designed by Binnie appears to be geotechnically feasible for the majority of the sites. Site specific review of individual lots based on the proposed home design and provision of geotechnical recommendations will be required for each lot. Rock slope stabilization measures may be required where houses will be founded on bedrock near steep rock slopes. No subsurface investigation was completed and thus the thickness of the soil material overlying the bedrock is unknown.

Buildings on Lots 1 through 4 along the south side of Road A will likely be founded on soil and buildings on Lots 6 through 10 will likely be founded on bedrock. The building on Lot 5 may be founded on bedrock or soil depending on the foundation elevations and location. We recommend that foundations on soil be set below a line projected up at 2H:1V from the bottom the MSE wall adjacent to Dowad Drive. Based on the site sections provided and if soil is encountered along the south sides of Lots 4 and 5, we estimate that the footings along the south side of the buildings may need to be extended down 3 to 6 m below the planned grades to be founded below the recommended 2H:1V projection.

Houses located along the west side of Road A (Lots 11 to 15) will be founded on bedrock. Preliminary layout plans indicate that the houses on Lots 14 and 15 are located very close to the edge of a near vertical natural rock slope. To assess the suitability of building a house on these lots the house location would need to be staked in the field and an inspection completed. For preliminary planning purposes, we recommend a minimum setback of 5 m from the crest of the slope, subject to site specific geotechnical recommendations that may increase or decrease this preliminary setback recommendation. Site specific recommendations for house construction comprising significant rock stabilization measures are likely required for foundations in this area.

#### 4.3 Excavated Rock Slopes

We recommend a minimum 3 m wide zone of cleaned bedrock (i.e. remove all soil, loose rock, vegetation, etc.) above all rock cuts and at the soil/rock interface in mixed granular and rock cuts. For preliminary design and planning purposes the recommendations provided in MoTI Technical Bulletin titled Rock Slope Design can be used. For preliminary design, all permanent rock slopes should be cut at 1H:4V (76 degrees). Comprehensive machine and hand scaling will be required to remove loose rock blocks from crest of slope areas and final rock faces. All final cut slopes should be blasted using controlled blasting techniques. Specifically, a backline pre-shear and



buffer row should be used to avoid damage to the face and minimize backbreak. The blasting contractor should follow B.C. Ministry of Transportation specifications for blasting.

Depending on the actual rock conditions encountered and the effectiveness of the controlled blasting, rock slope stabilization including rock bolting, shotcrete, dental concrete and slope mesh may be required. All rock slopes should be inspected by Thurber during and on completion of blasting to identify zones of loose rock and/or unstable blocks and determine the requirement for scaling and rock bolting. All scaling and bolting should be carried out on an on-going basis while the blasting/rock slope stabilization contractor is on site and has access to the working face.

#### **4.4 Natural Rock Slopes**

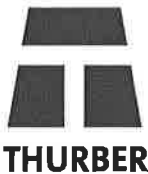
All steep, natural rock slopes above proposed building areas will require precautionary hand scaling. Removal of loose rock blocks, soil and trees on and at the crests of rock slopes will be required for safety purposes. Additional details on this can be provided once lot layout and grading is completed.

#### **4.5 Soil Slopes**

Permanent, unsupported soil cuts in overburden should be cut no steeper than 1.5H:1V and preferably 2H:1V or flatter. Some ravelling and maintenance of slopes cut steeper than 2H:1V should be anticipated. Less dense soil and areas where groundwater seepage is encountered may require cutting at shallower slope angles and should be reviewed by Thurber. We recommend that these slopes be vegetated as soon as possible following completion of excavation. Vegetation will limit the potential for surficial sloughing due to long term weathering of the near surface soils.

We understand that conceptually, stacking of large rock blocks against native slopes and has been discussed to prevent slope erosion on granular soil faces. If the client proceeds with this concept, we recommend that overall slope of the rock faced slope be no steeper than 1H:1V. Rock blocks should be approximately rectangular with a base width and height of at least 0.8 m and 0.5 m, respectively. The top of the block surfaces should be inclined about 10° to 20° from the horizontal into the slope and joints between rock blocks should be staggered with good contact between rows of blocks. Material used to backfill between the blocks and the existing slope should be well graded 150 mm minus shot rock or granular fill. Thurber should review the proposed backfill material to confirm gradational compatibility between the native material and the proposed fill. A geotextile separator may be required if shot rock fill is not gradationally compatible with material exposed in the cut slope. The backfill should be placed in maximum 300 mm thick lifts and compacted with at least 6 passes of a heavy, steel drum vibratory compactor or 1000 lb plate tamper.

Fill slopes faced with rock stack boulders should be constructed no steeper than 1H:1V and may be constructed using compacted well graded crushed sand and gravel as described in Section 4.1. General permanent fill slopes should be constructed no steeper than 2H:1V with soil



placement and compaction requirements as described in Section 4.1. The slopes should be overbuilt and trimmed back to their final shape. The base of the fill should have a minimum 1.2 m horizontal bench in front of the fill and a minimum constructed width of 3 m behind the face of fill to allow for heavy compaction equipment to be used.

#### **4.6 Rock Stack Walls**

We understand that rock stack walls are proposed south of Lots 1 to 4 and elsewhere within the Skyridge Development. Recommendations provided herein are limited to locations where walls are less than 9.5 m high, including the required 0.3 m high toe buttress.

We understand that rock stack retaining walls are proposed to be constructed on the south side of Lots 1 to 4. Based on sections provided by Binnie, we understand that the wall may be up to about 9.5 m high. We have provided a typical wall design for rock stack walls up to 2 m, 5 m and 7.5 m as well as site specific wall designs for Lots 3 and 4 to accommodate the required wall heights and utilities located behind the MSE wall. Similar height walls may be required elsewhere on the site but use of these typical wall sections must be approved by Thurber for other site specific cases. Due to seismic stability concerns and the lack of a mechanical connection between the rock blocks and the geogrid, rock stack walls should not be used to support buildings or critical infrastructure.

The geotechnical stability analysis of the wall assumes that the backfill zone is fully drained and that the ground surface above the wall is approximately level with no surcharge. Since the size of the rock blocks used for wall construction will be irregular, we have assumed a vertical grid spacing of maximum 0.8 m. The walls have been designed with a 1H:3V batter.

The required geogrid lengths and weights are shown on the attached drawings. Where the full length of the required geogrid cannot be placed horizontally, rock excavation may be required or grid may have to be attached to the rock face. Therefore, limiting wall heights will generally result in easier and more efficient wall construction. Details for required excavation or attaching the grid to the rock face can be addressed at the time of construction, if required.

The reinforced backfill zone should comprise well graded, minus 75 mm, free draining (less than 5% passing No. 200 sieve) granular fill. It is likely that some of the sand and gravel on site will be suitable for use in the reinforced zone. However, we recommend that Thurber obtain samples of the site material for confirmatory grain size testing. Alternatively, we understand that DHD would like to use the blast rock available on site as backfill for the wall. This material would be suitable for use in the reinforced zone provided that it is crushed to approximately minus 100 mm. Rock fill larger than this is unacceptable because of the risk of damage to the geogrids and the large void spaces in the rockfill that could permit particle migration and resultant deformation of the grids, decrease in soil/grid interaction and ground surface settlement. All fill should be placed in maximum 450 mm thick lifts and compacted with a smooth drum, vibratory compactor to 93% MPMDD.





Grids should be tensioned by hand prior to backfilling over the grid. If the grid does not need to be attached to the bedrock, the lift of backfill adjacent to the rear of the wall should be placed first with the remainder of the lift placed while working away from the wall towards the end of the grid. Compaction of the backfill should follow this same procedure. Using this method, the grids should remain tensioned and reduce the tendency for lateral wall movement to mobilize the required resistance.

The attached drawings 19-7000-0-2 to 4 provide our design recommendations for design and construction of the typical rock stack walls. The drawings illustrates an unreinforced wall up to 2 m in height and grid reinforced walls for up to 5 m and 7.5 m. Site specific design recommendations for the wall on Lots 3 and 4 are provided on Dwg. 19-7000-0-8 and 9 respectively. Depending on the wall location and if the wall is founded on bedrock, consideration could be given to completing a short concrete curb or concrete starter wall instead of excavating a bench for the start of wall construction. As the wall height decreases, the number of grids can be reduced by one grid for each metre of wall height reduction. However, in all cases, the bottom grid should be located no greater than 0.8 m above the base of the wall.

Construction review should be conducted by Thurber. Please contact us prior to construction.

#### **4.7 Utility Easement South and West of Lots 11 to 14**

A utility easement for a planned sanitary sewer is proposed along the west side of Lots 11 to 15 and the south side of Lot 11. Binnie has completed a preliminary civil design for this area that provides the proposed alignment and cover requirements for the sewer. It is our opinion that it will be feasible to construct sanitary sewer from a geotechnical perspective. At present, based on preliminary information, we believe that fill material to support and provide cover for the pipe can be retained using a combination of MSE walls, rock stack faced soil slopes and/or cast in place concrete walls. Construction details for the MSE wall and rock stack faced soil fill slope will be in general accordance with Sections 4.5 and 4.6, respectively. A cast in place wall, if required, will likely be anchored to the bedrock and further geotechnical details will be provided if cast in place walls are to be used. Additionally, a cast in place wall would require structural design input.

The final combination of construction methodologies to be used to support this sewer easement will be determined based on the existing topography, geotechnical assessment of design sections and the civil design requirements. Thurber is currently in the process of reviewing the civil design sections and topography provided by Binnie and will provide recommendations for construction of the easement using the methodologies described above. The sewer may need to be anchored to the bedrock. Once a final civil design is completed, Thurber will review the civil drawings to confirm that they are in accordance with our recommendations.



#### 4.8 Safety Considerations

Thurber are not experts in public safety issues. However, as part of DHD subdivision development plans, we recommend that appropriate permanent fencing be installed along the crests of steep slopes, walls, rock cuts and natural rock escarpments to increase the level of safety for both construction workers and members of the public.

#### 5. CONCLUSION

Specific mitigation measures related to building construction including permanent building setbacks from crests of slopes, depths of foundation to limit reliance on rock stack MSE walls, possible requirements for site specific rock slope/foundation stabilization measures and good practices related to reducing the risk of slope instability are presented in Section 4.2.1 of this report. Provided the above recommendations are followed, it is our opinion the land is suitable for development from a geotechnical perspective.

#### 6. CLOSURE

Thurber must be notified when construction activities start so that intermittent geotechnical inspections can be completed during site grading for the development. The purpose of the engineering services and inspections will be to assess conformance of the work done by the earthworks contractor with the recommendations in this report and that geotechnical issues and/or concerns regarding slope stability can be addressed as required. Please have your site representative provide us with regular updates on construction progress.

We trust that this report provides the information required at this time. Should you have any questions please do not hesitate to contact us.

Yours very truly,  
Thurber Engineering Ltd.  
David Regehr, P.Eng.  
Review Principal



Ben Singleton-Polster, P.Eng.  
Project Engineer

Attachments: Statement of Conditions and Limitations  
Dwg. 19-7000-0-2, 3, 4, 8 and 9  
Binnie Drawing

Client: Diamond Head Development  
File No.: 19-7000-0  
E-File: e\_bsp\_jet\_15 Lot Subdivision Road A

Date: May 30, 2016

Page 8 of 8



## STATEMENT OF LIMITATIONS AND CONDITIONS

### 1. STANDARD OF CARE

This Report has been prepared in accordance with generally accepted engineering or environmental consulting practices in the applicable jurisdiction. No other warranty, expressed or implied, is intended or made.

### 2. COMPLETE REPORT

All documents, records, data and files, whether electronic or otherwise, generated as part of this assignment are a part of the Report, which is of a summary nature and is not intended to stand alone without reference to the instructions given to Thurber by the Client, communications between Thurber and the Client, and any other reports, proposals or documents prepared by Thurber for the Client relative to the specific site described herein, all of which together constitute the Report.

IN ORDER TO PROPERLY UNDERSTAND THE SUGGESTIONS, RECOMMENDATIONS AND OPINIONS EXPRESSED HEREIN, REFERENCE MUST BE MADE TO THE WHOLE OF THE REPORT. THURBER IS NOT RESPONSIBLE FOR USE BY ANY PARTY OF PORTIONS OF THE REPORT WITHOUT REFERENCE TO THE WHOLE REPORT.

### 3. BASIS OF REPORT

The Report has been prepared for the specific site, development, design objectives and purposes that were described to Thurber by the Client. The applicability and reliability of any of the findings, recommendations, suggestions, or opinions expressed in the Report, subject to the limitations provided herein, are only valid to the extent that the Report expressly addresses proposed development, design objectives and purposes, and then only to the extent that there has been no material alteration to or variation from any of the said descriptions provided to Thurber, unless Thurber is specifically requested by the Client to review and revise the Report in light of such alteration or variation.

### 4. USE OF THE REPORT

The information and opinions expressed in the Report, or any document forming part of the Report, are for the sole benefit of the Client. NO OTHER PARTY MAY USE OR RELY UPON THE REPORT OR ANY PORTION THEREOF WITHOUT THURBER'S WRITTEN CONSENT AND SUCH USE SHALL BE ON SUCH TERMS AND CONDITIONS AS THURBER MAY EXPRESSLY APPROVE. Ownership in and copyright for the contents of the Report belong to Thurber. Any use which a third party makes of the Report, is the sole responsibility of such third party. Thurber accepts no responsibility whatsoever for damages suffered by any third party resulting from use of the Report without Thurber's express written permission.

### 5. INTERPRETATION OF THE REPORT

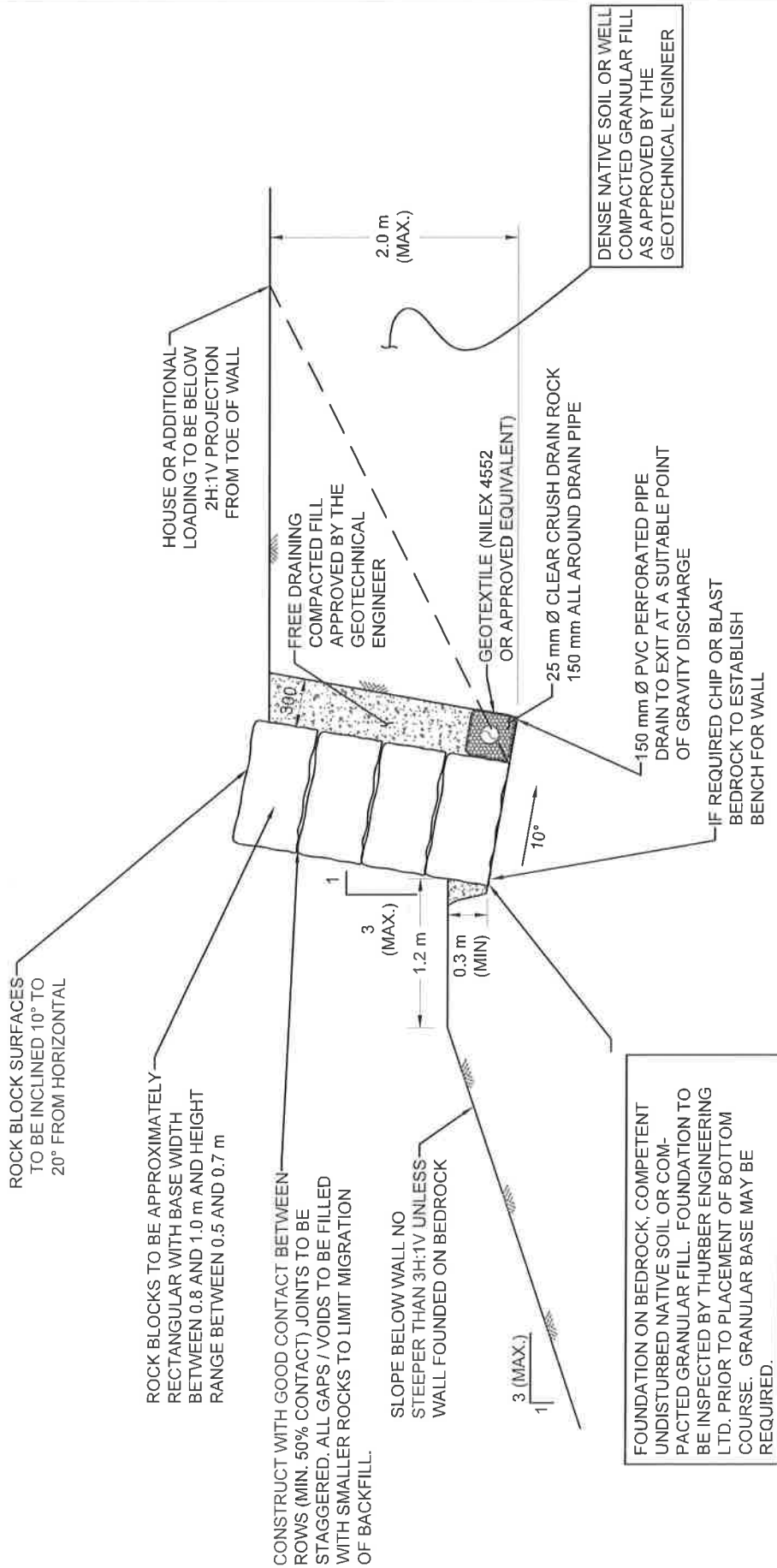
- a) Nature and Exactness of Soil and Contaminant Description: Classification and identification of soils, rocks, geological units, contaminant materials and quantities have been based on investigations performed in accordance with the standards set out in Paragraph 1. Classification and identification of these factors are judgmental in nature. Comprehensive sampling and testing programs implemented with the appropriate equipment by experienced personnel may fail to locate some conditions. All investigations utilizing the standards of Paragraph 1 will involve an inherent risk that some conditions will not be detected and all documents or records summarizing such investigations will be based on assumptions of what exists between the actual points sampled. Actual conditions may vary significantly between the points investigated and the Client and all other persons making use of such documents or records with our express written consent should be aware of this risk and the Report is delivered subject to the express condition that such risk is accepted by the Client and such other persons. Some conditions are subject to change over time and those making use of the Report should be aware of this possibility and understand that the Report only presents the conditions at the sampled points at the time of sampling. If special concerns exist, or the Client has special considerations or requirements, the Client should disclose them so that additional or special investigations may be undertaken which would not otherwise be within the scope of investigations made for the purposes of the Report.
- b) Reliance on Provided Information: The evaluation and conclusions contained in the Report have been prepared on the basis of conditions in evidence at the time of site inspections and on the basis of information provided to Thurber. Thurber has relied in good faith upon representations, information and instructions provided by the Client and others concerning the site. Accordingly, Thurber does not accept responsibility for any deficiency, misstatement or inaccuracy contained in the Report as a result of misstatements, omissions, misrepresentations, or fraudulent acts of the Client or other persons providing information relied on by Thurber. Thurber is entitled to rely on such representations, information and instructions and is not required to carry out investigations to determine the truth or accuracy of such representations, information and instructions.
- c) Design Services: The Report may form part of design and construction documents for information purposes even though it may have been issued prior to final design being completed. Thurber should be retained to review final design, project plans and related documents prior to construction to confirm that they are consistent with the intent of the Report. Any differences that may exist between the Report's recommendations and the final design detailed in the contract documents should be reported to Thurber immediately so that Thurber can address potential conflicts.
- d) Construction Services: During construction Thurber should be retained to provide field reviews. Field reviews consist of performing sufficient and timely observations of encountered conditions in order to confirm and document that the site conditions do not materially differ from those interpreted conditions considered in the preparation of the report. Adequate field reviews are necessary for Thurber to provide letters of assurance, in accordance with the requirements of many regulatory authorities.

### 6. RELEASE OF POLLUTANTS OR HAZARDOUS SUBSTANCES

Geotechnical engineering and environmental consulting projects often have the potential to encounter pollutants or hazardous substances and the potential to cause the escape, release or dispersal of those substances. Thurber shall have no liability to the Client under any circumstances, for the escape, release or dispersal of pollutants or hazardous substances, unless such pollutants or hazardous substances have been specifically and accurately identified to Thurber by the Client prior to the commencement of Thurber's professional services.

### 7. INDEPENDENT JUDGEMENTS OF CLIENT

The information, interpretations and conclusions in the Report are based on Thurber's interpretation of conditions revealed through limited investigation conducted within a defined scope of services. Thurber does not accept responsibility for independent conclusions, interpretations, interpolations and/or decisions of the Client, or others who may come into possession of the Report, or any part thereof, which may be based on information contained in the Report. This restriction of liability includes but is not limited to decisions made to develop, purchase or sell land.

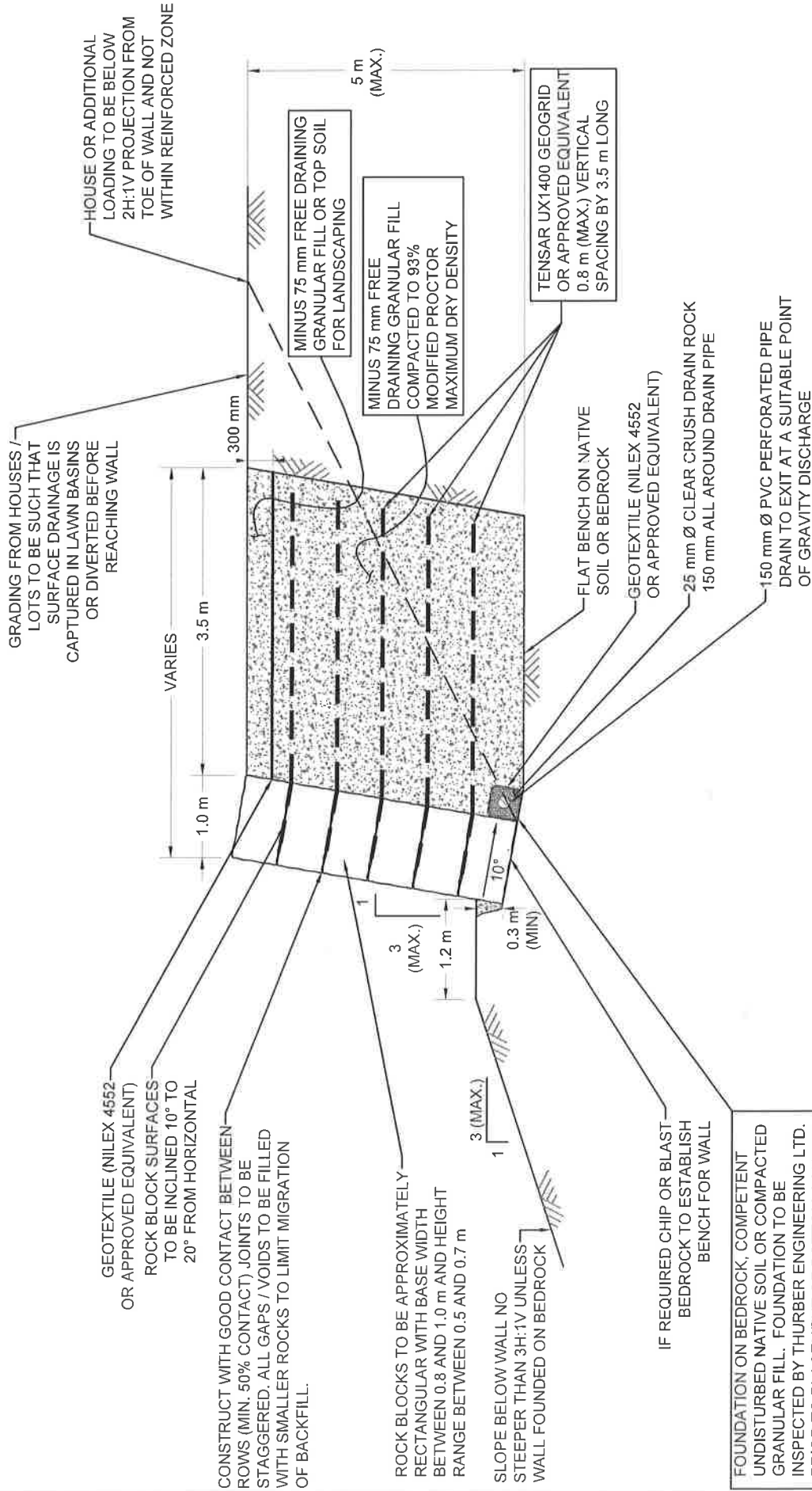



DENSE NATIVE SOIL OR WELL COMPACTED GRANULAR FILL AS APPROVED BY THE GEOTECHNICAL ENGINEER

FOUNDATION ON BEDROCK, COMPETENT UNDISTURBED NATIVE SOIL OR COMPACTED GRANULAR FILL. FOUNDATION TO BE INSPECTED BY THURBER ENGINEERING LTD. PRIOR TO PLACEMENT OF BOTTOM COURSE. GRANULAR BASE MAY BE REQUIRED.

 <p><b>THURBER ENGINEERING LTD.</b></p>	<p>CLIENT</p> <p><b>DIAMOND HEAD DEVELOPMENT</b></p>		<p>DESIGNED</p> <p>BSP</p>	<p>DRAWN</p> <p>JJP</p>	<p>APPROVED</p> <p>DNR</p>
	<p><b>TYPICAL UNREINFORCED ROCK STACK SECTION</b></p> <p>SKYRIDGE AT SQUAMISH</p> <p>SQUAMISH, BC</p>		<p>DATE</p> <p>MAY 24, 2016</p>	<p>SCALE</p> <p>N.T.S.</p>	<p>REV</p> <p>DWG No. 19-7000-0-2</p> <p>1</p>

THIS DRAWING IS THE PROPERTY OF THURBER AND MAY CONTAIN PROPRIETARY INFORMATION. WRITTEN APPROVAL MUST BE GIVEN BY THURBER PRIOR TO ANY INFORMATION CONTAINED HEREIN BEING USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS ISSUED.



 <p><b>THURBER ENGINEERING LTD.</b></p>	CLIENT	DIAMOND HEAD DEVELOPMENT				
	<p><b>TYPICAL REINFORCED ROCK STACK WALL SECTION</b> UP TO 5.0 m HIGH</p>					
	DESIGNED	BSP	DRAWN	KYC/JJP	APPROVED	DNR
	DATE	MAY 24, 2016	SCALE	N.T.S.		
	PROJECT No	19-7000-0-3	DWG No	1	REV	1
	SKYRIDGE AT SQUAMISH		SQUAMISH, BC			

HOUSE OR ADDITIONAL  
LOADING TO BE BELOW  
2H:1V PROJECTION FROM  
TOE OF WALL AND NOT  
WITHIN REINFORCED ZONE

GRADING FROM HOUSES / LOTS TO  
BE SUCH THAT SURFACE DRAINAGE  
IS CAPTURED IN LAWN BASINS OR  
DIVERTED BEFORE REACHING WALL

GEOTEXTILE (NILEX 4552  
OR APPROVED EQUIVALENT)

ROCK BLOCK SURFACES  
TO BE INCLINED 10° TO  
20° FROM HORIZONTAL

CONSTRUCT WITH GOOD CONTACT BETWEEN  
ROWS (MIN. 50% CONTACT) JOINTS TO BE  
STAGGERED. ALL GAPS / VOIDS TO BE FILLED  
WITH SMALLER ROCKS TO LIMIT MIGRATION  
OF BACKFILL.

ROCK BLOCKS TO BE APPROXIMATELY  
RECTANGULAR WITH BASE WIDTH  
BETWEEN 0.8 AND 1.0 m AND HEIGHT  
RANGE BETWEEN 0.5 AND 0.7 m

SLOPE BELOW WALL NO  
STEEPER THAN 3H:1V UNLESS  
WALL FOUNDED ON BEDROCK

FOUNDATION ON BEDROCK, COMPETENT  
UNDISTURBED NATIVE SOIL OR COM-  
PACTED GRANULAR FILL. FOUNDATION TO  
BE INSPECTED BY THURBER ENGINEERING  
LTD. PRIOR TO PLACEMENT OF BOTTOM  
COURSE. GRANULAR BASE MAY BE  
REQUIRED.

VARIES  
6.0 m  
300 mm

1.0 m

1

3  
(MAX.)

1.2 m

0.3 m  
(MIN)

1

10°

MINUS 75 mm FREE DRAINING  
GRANULAR FILL OR TOP SOIL  
FOR LANDSCAPING

MINUS 75 mm FREE  
DRAINING GRANULAR FILL  
COMPACTED TO 93%  
MODIFIED PROCTOR  
MAXIMUM DRY DENSITY

TENSAR UX1500 GEOGRID  
OR APPROVED EQUIVALENT  
0.8 m (MAX.) VERTICAL  
SPACING BY 6.0 m LONG

7.5 m  
(MAX.)

FLAT BENCH ON NATIVE SOIL OR BEDROCK

GEOTEXTILE (NILEX 4552  
OR APPROVED EQUIVALENT)

25 mm Ø CLEAR CRUSH DRAIN ROCK  
150 mm ALL AROUND DRAIN PIPE

150 mm Ø PVC PERFORATED PIPE  
DRAIN TO EXIT AT A SUITABLE POINT  
OF GRAVITY DISCHARGE

IF REQUIRED CHIP OR BLAST  
BEDROCK TO ESTABLISH  
BENCH FOR WALL



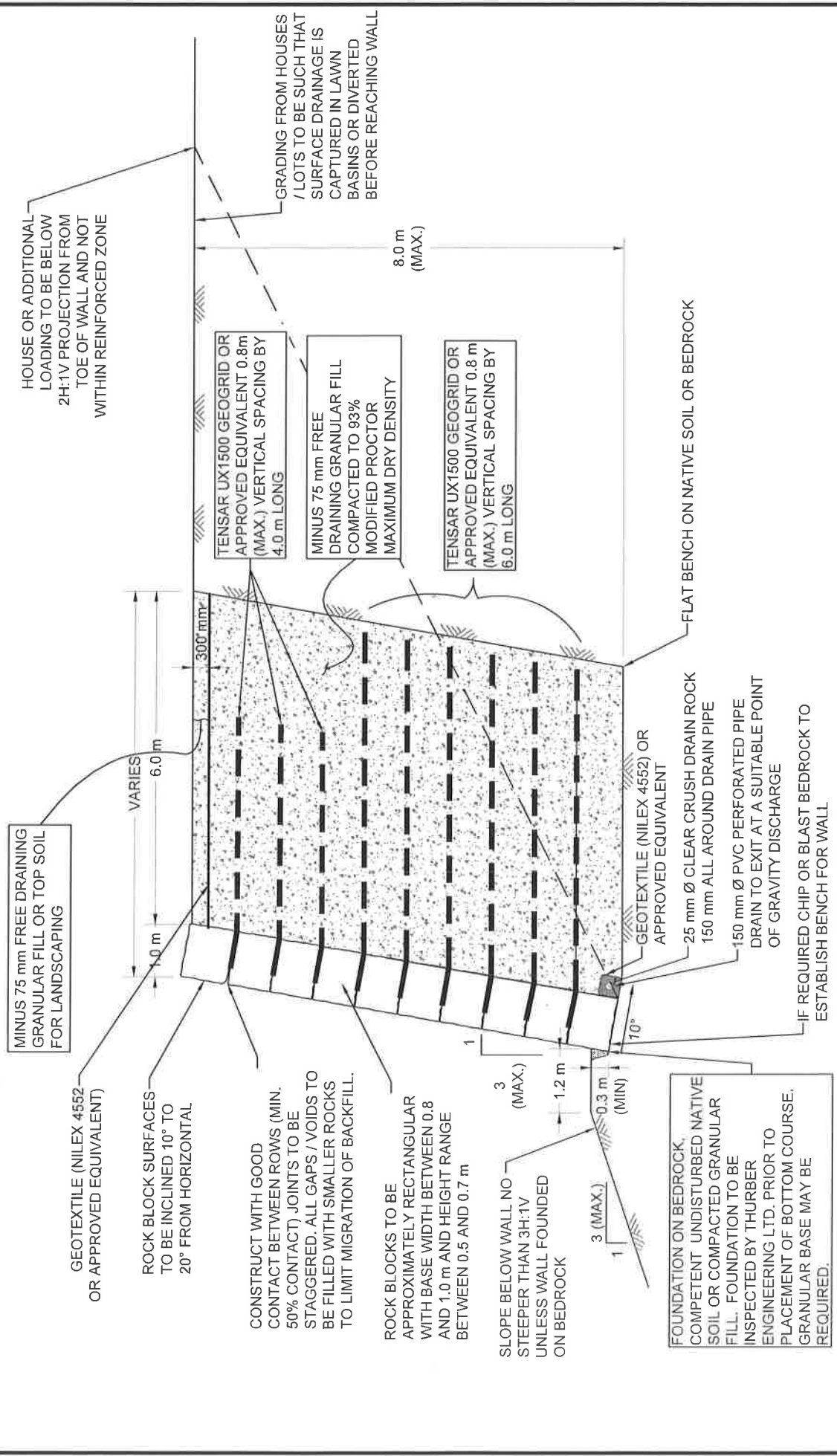
**THURBER ENGINEERING LTD.**

CLIENT  
**DIAMOND HEAD DEVELOPMENT**

**TYPICAL REINFORCED ROCK STACK WALL SECTION  
UP TO 7.5 m HIGH**

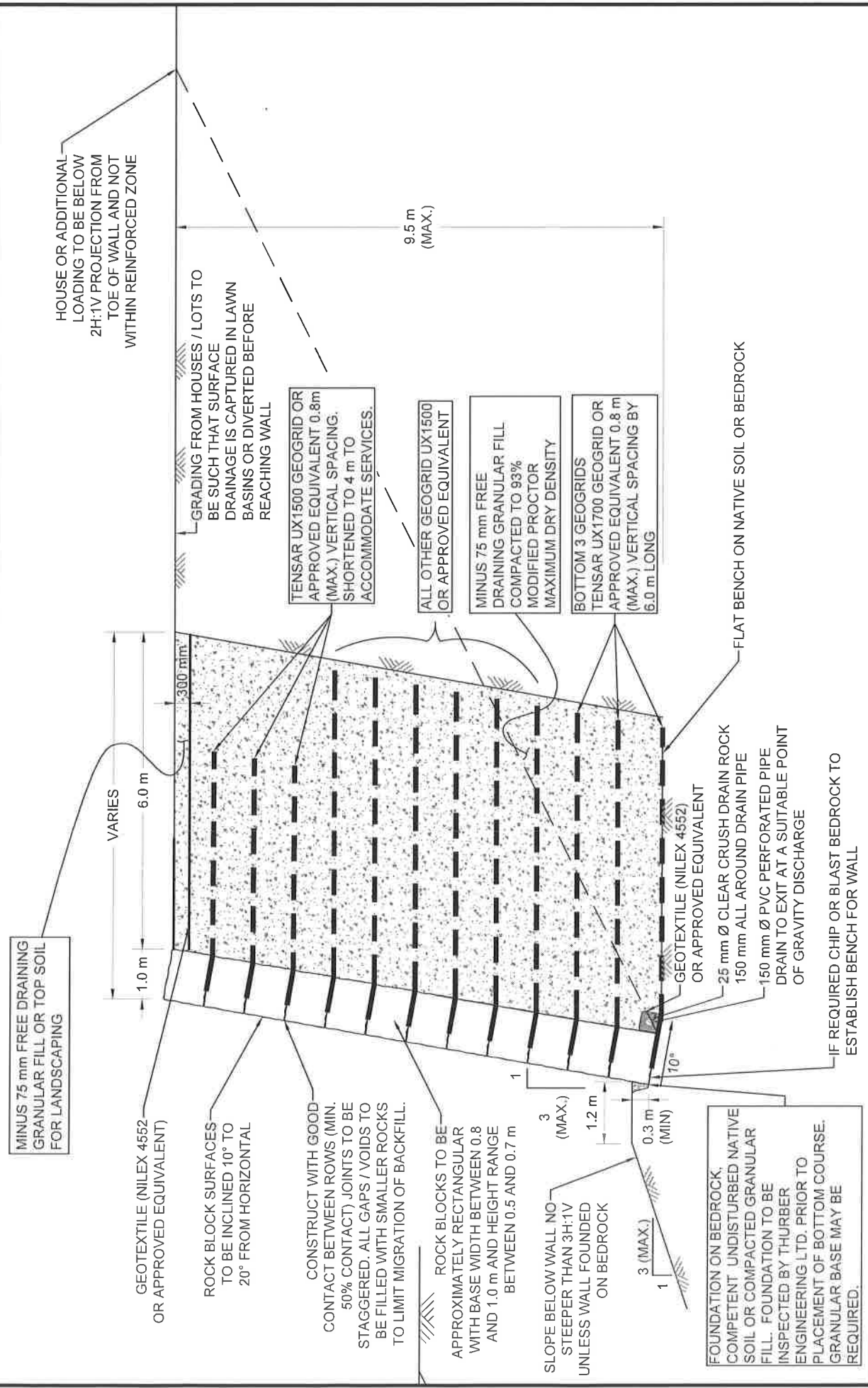
SKYRIDGE AT SQUAMISH


DESIGNED	BSP	DRAWN	KYC/JJP	APPROVED	DNR
DATE	MAY 24, 2016	SCALE	N.T.S.	PROJECT No	19-7000-0-4
REV		DWG No			1



 <p><b>THURBER ENGINEERING LTD.</b></p>	CLIENT	DIAMOND HEAD DEVELOPMENT	DESIGNED	BSP	DRAWN	KYC/JJP	APPROVED	DNR
	<p><b>REINFORCED ROCK STACK WALL SECTION</b> UP TO 8.0 m HIGH ON ROAD A LOT 3</p> <p>SKYRIDGE AT SQUAMISH</p>	<p>DATE</p> <p>MAY 30, 2016</p> <p>PROJECT No.</p> <p>19-7000-0-8</p>	<p>SCALE</p> <p>N.T.S.</p> <p>REV</p> <p>DWG No.</p> <p>-</p>					

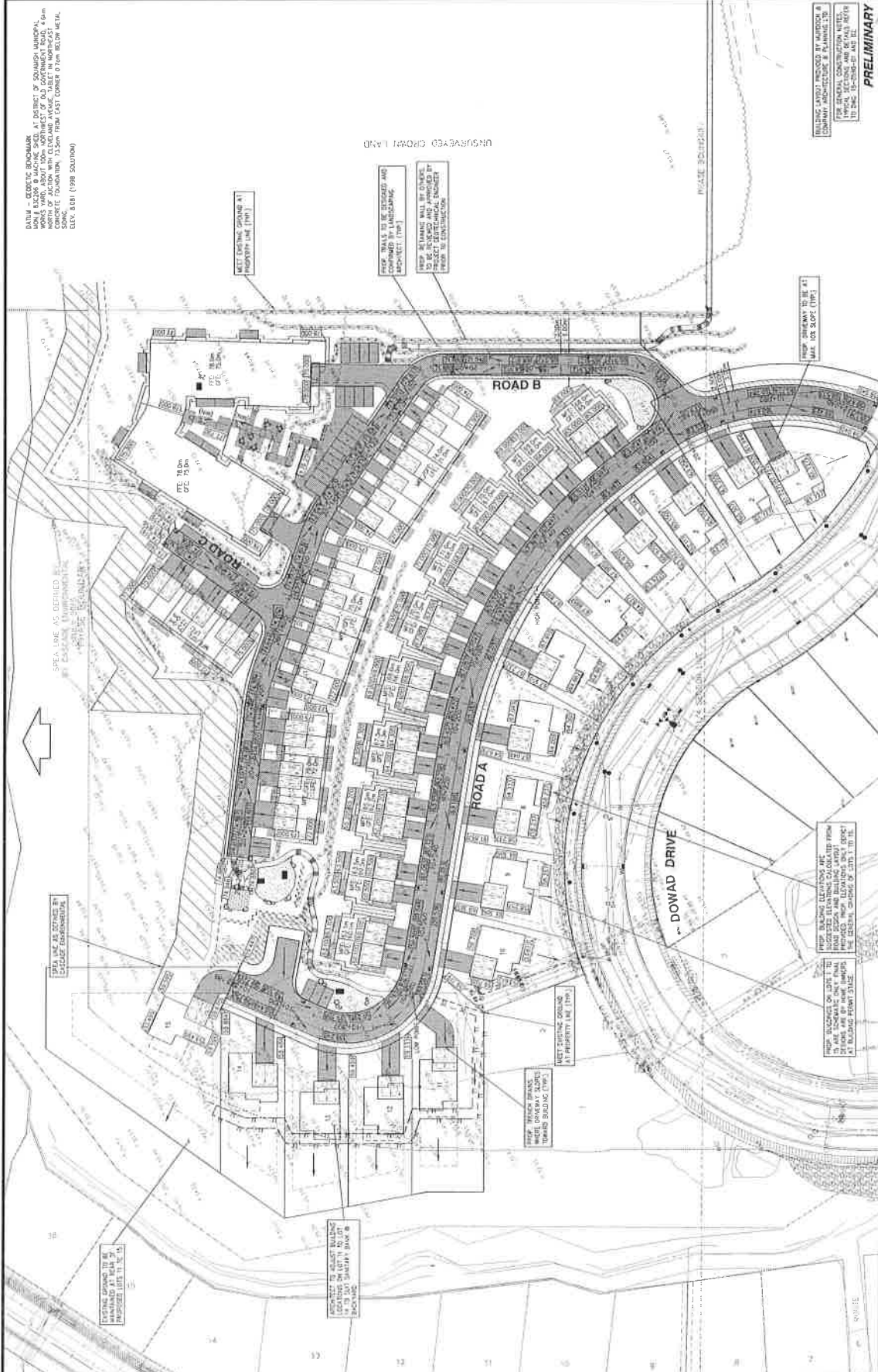
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 <p><b>THURBER ENGINEERING LTD.</b></p>	CLIENT <b>DIAMOND HEAD DEVELOPMENT</b>		DESIGNED <b>BSP</b>	DRAWN <b>KYC/JJP</b>	APPROVED <b>DNR</b>
	REINFORCED ROCK STACK WALL SECTION UP TO 9.5 m HIGH ON ROAD A LOT 4		DATE <b>MAY 30, 2016</b>	SCALE <b>N.T.S.</b>	PROJECT No. <b>19-7000-0-9</b>
SKYRIDGE AT SQUAMISH		SQUAMISH, BC			

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DATE: 0.01 (1998-03-01)

CONCRETE BENCHMARK AT CORNER OF SOUTHWEST CORNER, WORKS YARD, ABOUT 100M NORTHWEST OF DOWAD DRIVE, 4.0m FROM DOWAD DRIVE, 1.5m FROM EAST CORNER OF 0.1m BELOW METAL CONCRETE FOUNDATION, 2.5m FROM EAST CORNER OF 0.1m BELOW METAL CONCRETE FOUNDATION.

UNOBSERVED GROUND LAND

MET. EXISTING GRADING AT PROPERTY LINE (TYP)

PROPOSED GRADING TO BE MAINTAINED AT PROPERTY LINE (TYP)

PROPOSED GRADING TO BE MAINTAINED AT PROPERTY LINE (TYP)

DATE: September 18, 2015

DRAWING NO. 15-0590-SG1

SHEET 1 OF 6

SCALE: 1:1000

DATE: 0.01 (1998-03-01)

DATE: September 18, 2015

DRAWING NO. 15-0590-SG1

SHEET 1 OF 6

SCALE: 1:1000

DATE: 0.01 (1998-03-01)

DESIGNED BY: Binnie & Associates Ltd.

DRAWN BY: CC

CHECKED BY: CC

SCALE: 1:1000

DIAMOND HEAD DEVELOPMENT

140 BOX ST., SQUAMISH, BC V8B 0A5

SKYRIDGE DEVELOPMENT

DOWAD DRIVE

SITE GRADING PLAN

R.F. BINNIE & ASSOCIATES LTD.

200 - 401st Glenelder Place,

Squamish, BC V8B 0G2

TEL: 604 892 8222

BINNIE.COM

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REV.	DATE	REVISION	BY
1		REVISED SITE PLAN AS PER ARCHITECT	LS