

SCH Building Guidelines

Silver Creek Holdings Ltd. ("SCH") has adopted the following Building Guidelines pertaining to the use of the Lands. These Building Guidelines shall affect all Shareholders uniformly. The primary consideration in the adoption of these Building Guidelines is to specify the building parameters allowed under the Regulations of the District of Hope's Comprehensive Development (CD-8) zone ("SCH's Zoning") attached as Schedule A and to preserve the Lands' natural, rustic setting.

1. Unless specifically permitted in writing by SCH, no Shareholder will commence any major improvements of any sort, including, without limitation, any:
 - (a) excavation or removal of any fill;
 - (b) construction or placement of any buildings or other structures or improvements of whatsoever nature;
 - (c) anything structural or dealing with electrical and plumbing that requires a permit from the District of Hope or relevant authorizing authority;
 - (d) connection to water and power services and installation of septic system (the "Services") (collectively or individually herein referred to as "Major Improvements")

on any of the Shareholder's designated site ("Site") without first complying with the provisions set out in these Building Guidelines and obtaining all approvals contemplated hereunder from SCH or by a building official appointed by SCH (which official must be a member in good standing with the Building Officials Association of British Columbia). All Major Improvements, construction or work of any kind shall adhere to the SCH Zoning, applicable building codes, encumbrances, SCH Articles, SCH Rules and Regulations and these Building Guidelines.

2. No construction, Major Improvements, or work of any kind shall be undertaken on any Site until the same has been approved by SCH's Building Committee and such approval ratified by the Board, which approvals shall not be unreasonably withheld. This does not apply to regular maintenance and repairs.

3. Prior to making any Major Improvements, a set of the plans and specifications (the "Plans") shall be submitted to SCH's Building Committee for prior written approval. Before submitting an application for a building permit to the District of Hope, such application must be signed by the Shareholder owning the Site and submitted to SCH for approval accompanied by:

- (a) a proposal which includes exterior plans, elevations and specifications setting forth all materials to be used including specification of colour of exterior finish and specification

of roofing materials to be used with details as to the qualities of all materials and building plans of the proposed Major Improvement, including front and side views, floor plans and showing the location of the proposed Major Improvement on the Site with respect to the existing topography, finished ground elevations, and boundaries of such Site, and the particulars of the Major Improvement to be done in connection with such proposal;

- (b) a written statement as to the intended use or uses of the Major Improvement;
- (c) copies of the specifications and scale drawings of the building (these drawings must be approved and stamped at the Shareholder's expense, by a Professional Engineer or a Professional Architect where applicable), showing:
 - (i) the dimensions of the building;
 - (ii) the dimensions of the Site on which the building is, or is to be situated;
 - (iii) the position, height, and horizontal dimension of the buildings on the Site;
 - (iv) plan showing removal of any trees;
 - (v) plan showing location of driveway and any culverts required;
 - (vi) such other information as is necessary to illustrate all essential features of the design of the building;
 - (vii) an owner builder must complete an Owner Builder Declaration and Disclosure Notice, as required by the *Homeowner Protection Act*;
 - (viii) a liability waiver, in substantially the form attached hereto as Schedule B, must be signed by the Shareholder that releases SCH from liability in regard to the granting of permission to build;
 - (ix) all Major Improvements built on a Site shall be subject to the SCH's Zoning ;
 - (x) no Major Improvement shall be constructed on a Site unless it complies with the British Columbia Building Code, CSA or other standards that have been approved by SCH;
 - (xi) Plans submitted to SCH shall be prepared in accordance with, and shall comply in all respects with, these Building Guidelines as determined and modified from time to time by SCH in its sole discretion, and

- (xii) Site coverage, building height and setbacks comply with clause 15.7.5 in SCH's Zoning.

4. SCH shall receive and consider the Plans in a timely manner and either grant or reject approval of such Plans, or make recommendations for alterations of such Plans, provided always that such approval is in the sole and absolute discretion of SCH.

5. In the case of Major Improvements that have already been constructed with approval by SCH pursuant to the terms hereof, no alterations, modifications, or reconstruction of, shall be made without the approval in writing of SCH, and the approval criteria and procedures herein shall apply to all such alterations and modifications.

6. Following approval of the Plans, no construction of Major Improvements will be commenced or carried out on any Site except:

- (a) in accordance with the approved Plans; and
- (b) in compliance with all applicable laws, ordinances, rules, regulations or orders of governmental or municipal authorities.

7. Once commenced, all construction including all exterior finishing must be completed within 24 months from the date of such commencement.

8. If any Shareholder commences construction or placement of any Major Improvements on a Site after complying with the requirements set out herein, such person shall not discontinue the construction of such Major Improvements but will continue diligently to complete the same in all respects in accordance with the approved Plans provided, however that such person will not be in breach of this restriction if such construction is interrupted by reason of strike, lockout, labour dispute, act of God, inability to obtain labour or materials or both, enemy or hostile action, civil commotion, fire or other casualty, provided that such Shareholder takes such steps as are available to it to minimize the effect of such occurrences and diligently recommences construction after each such occurrence.

9. No Shareholder carrying out any works upon any Site shall damage roads, driveways, landscape elements, telephone lines, electrical distribution equipment, gas lines, water lines or other utilities or other common facilities or equipment (the "Damage"), and if any Damage occurs or is caused:

- (a) such Shareholder shall repair such Damage within 30 days of receipt of written notice to the Shareholder of the Site to repair such Damage; and

- (b) if such Shareholder refuses or neglects to repay or replace the Damage, SCH may undertake such repairs and replacements and charge such Shareholder all costs incurred inclusive of an administration fee of 15% of such costs.

10. Each Shareholder acknowledges that there will be, from time to time, noise-related operation and maintenance, construction, dust and dirt tracks on roadways. Such activities shall not constitute a nuisance. Construction hours are restricted as follows:

- (a) Monday to Friday (excluding holidays) – 8 am to 9 pm
- (b) Saturdays – 8 am to 8 pm
- (c) Sundays and holidays – 9 am to 7 pm

11. Erection or placement of a cabin/home is allowed under the following guidelines:

- (a) each Site is restricted to a single cabin/home, which can be used for full-time or part-time living;
- (b) construction of a single cabin/home with a maximum 1,500 square feet footprint including any attached additions such as a porch, deck and/or garage, with a maximum of 2 levels and maximum building height of 33 feet, in accordance with the guidelines in SCH's Zoning. The maximum footprint of all roof coverings including all accessory buildings is not to exceed 1/3 of the Site area; and
- (c) The Services must receive any and all permits required by provincial, regional or municipal government to ensure health and safety standards. The Shareholder shall provide proof of such permits to SCH. Any alternative services or waste management systems (e.g., compost toilets, solar panels) may be installed with the prior approval of SCH, provided that such services meet guidelines for proper installation and maintenance of the alternative servicing or waste management system (see <https://www.egbc.ca/News/Articles/Provincial-Manual-of-Composting-Toilet-and-Greywat>).

12. Major Improvements on a Site shall not be erected less than:

- (a) 25 feet from the frontage road;
- (b) 10 feet from the side and rear of each Site; unless otherwise approved in writing by SCH.

13. Accessory buildings shall be situated in the rear portion of each Site, except carports or garages, which must be in compliance with paragraph 12 above (pre-existing developed Sites are exempt from this clause):

- (a) Sheds that are less than 100 square feet in area may be setback 5 feet from the rear and side boundaries of the Site with approval in writing by SCH;

- (b) Garden storage sheds must be architecturally compatible with the main residence and are subject to these Building Guidelines and approval by SCH;
- (c) Fencing of any Site may be permitted upon approval in writing from SCH. The maximum height of fences is 4 feet;
- (d) TV and Internet satellite dishes must be installed with setbacks noted in paragraph 12 above, and not so as to be an obstruction to neighbours; and
- (e) Decks and decking are permitted and encouraged. All decks, decking, and patios must conform to the setback requirements in paragraph 12 above unless a variance is approved by SCH.

14. Water is provided to SCH by the District of Hope, and the following rules apply:

- (a) a water shutoff valve and connection from SCH will be located at the Site line and it is the responsibility of the Shareholder to extend the connection to their Major Improvement;
- (b) water lines must be installed a minimum of 3 feet below the surface. Each water tank must be retrofitted with a vacuum breaker on the water tank cold water inlet; and
- (c) precautions must be taken so that water pipes do not freeze in the winter while a cabin/home is unoccupied.

15. Power is provided to SCH by BC Hydro, and the following rules apply:

- (a) a power pole and 100-amp service will be located at the Site line and it is the responsibility of the Shareholder to extend the connections to their Major Improvements and install an electrical meter. If a larger service is requested, a fee to the Shareholder for equipment and installation will be charged. Additional power pole(s) may be required on the Shareholder's Site at the cost of the Shareholder; and
- (b) an electrical permit must be obtained from the BC Safety Authority and all work must be completed by a licensed electrician.

16. Each Site must install its own septic system. The system must be approved by Fraser Health and comply with their guidelines. No dry outhouses are to be installed.

17. Metal roofing only is permitted for fire safety. Exterior material for buildings should be natural products such as wood or "wood look," stone, etc. All colours should blend in with the surrounding environment.

18. Surfacing of driveways is permitted after approval from SCH regarding size, location and material to be used.

19. At no time shall snow from any building, shed, carport or garage on fall onto a neighbouring Site. SCH reserves the right to order, at the cost of the Shareholder, the installation of snow brakes upon the roofs of such structures if snow coming off the roof of said structure exits the Shareholder's Site.

20. Heavy trucks, machinery or other similar equipment, may only be parked on a Site or adjacent to any Site for the purposes of construction or Major Improvements. Parking of such vehicles is to be confined to the defined parking areas on the Shareholder's Site off the roadways. Provisions must be made for adequate parking and/or storage of such vehicles on the Shareholder's Site when making Major Improvements.

21. SCH, may at its sole discretion, provide a variance in writing from the Building Guidelines. All Building Guidelines must be strictly adhered to, unless a variance has been granted.

22. No Major Improvement shall be occupied by a person or persons until such Major Improvement is complete, and final approval and an occupancy permit have been issued to the Shareholder by the District of Hope. The Major Improvement also must comply with SCH's Building Guidelines, and a copy of the final occupancy permit must be provided to SCH.

23. SCH will not be liable for, and each of the owners of the Site from time to time will indemnify and save harmless SCH in respect of, any loss, cost, claim and damage arising out of the approval or deemed approval of any Plans in accordance herewith and SCH will not be liable for:

- (a) any failure to enforce any of the provisions herein contained; or
- (b) any diminution in value of any Site as a result of the creation of, or modification or amendment to, any Building Guidelines.

24. No failure or repeated failure on the part of SCH to enforce or require strict or literal compliance from the Shareholder of any one or more of SCH's covenants and agreements contained herein, shall constitute or be deemed a waiver of SCH's rights at any time to demand strict compliance from the Shareholder.

25. If any provision or provisions set out herein are found by any Court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void, then such provision or provisions will be deleted herefrom (except where such provision or provisions are by cross-reference incorporated into another provision and such other provision is not similarly found to be illegal, invalid or otherwise unenforceable or void) and the provisions hereof will be construed as though such provision or provisions so deleted were never included herein.

26. Enforcement of any violations of these Building Guidelines shall be determined pursuant to the enforcement terms set out in the SCH Articles.

Schedule A
Zoning

Schedule B
Liability Waiver

GENERAL RELEASE OF LIABILITY

THIS GENERAL RELEASE (this "Agreement") dated this ____ day of _____, 20__.

BETWEEN:

_____, of

(the "Releasor")

OF THE FIRST PART

AND:

SILVER CREEK HOLDINGS LTD., of
19743 Foster Road, Hope, BC, V0X 1L0

(the "Releasee")

OF THE SECOND PART

WHEREAS the Releasor is a shareholder of the Releasee.

WHEREAS the board of directors of the Releasee have provided the Releasor approval to build on the Releasor's Site located on the Lands (as defined in the Articles of the Releasee) pursuant to the Releasee's Building Guidelines.

In consideration of the Releasee's board of directors approving the Releasor to build on the Releasor's Site and in consideration of the sum of \$1.00 paid by the Releasee, the receipt and sufficiency of which consideration is acknowledged, the Releasor hereby agrees as follows:

1. The Releasor agrees to indemnify and save harmless and release, and forever discharge the Releasee, its owners, directors, officers, employees, shareholders, agents, assigns, legal representatives and successors (the "Released Parties") from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason and from any damage, loss or injury to person and property which has been or may be sustained by the Released Parties, including consequential loss and costs on a solicitor and own client basis arising from the Releasor building on the Releasor's Site.
2. For the above noted consideration, the Releasor further agrees not to make claims or take proceedings against any other person or corporation which might claim contribution or indemnity under the provisions of any statute or otherwise.
3. This Agreement will bind the Releasor, and the heirs, executors, administrators, successors, and assigns of the Releasor.
4. This Agreement will be governed by and construed in accordance with British Columbia law and the applicable Canadian laws, and will be treated in all respects as a British Columbia contract.

5. This Agreement may be executed by the parties in separate counterparts including facsimile or PDF counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the Releasor and Releasee have duly affixed their signatures on this _____ day of _____, 20__.

Releasor

WITNESS: _____

Silver Creek Holdings Ltd.

Per: _____

Authorized Signatory