

**FORM 3  
CONSOLIDATED DISCLOSURE STATEMENT**

FOR

**SILVERADO LAND CORP.**

“Greystone Estates”

Developer

Name: **SILVERADO LAND CORP.**

Address for Service in British Columbia: 201 - 467 Cumberland Road  
COURTENAY BC V9N 2C5

Business Address: 399 Clubhouse Drive, Courtenay, BC V9N 9G3

Real Estate Agent: The Developer intends to use its own employees to market the lots. Such employees are not licensed under the *Real Estate Act* and are not acting on behalf of the purchaser. The Developer may also use realtors who are employed by an affiliated company, Crown Isle Realty Ltd.

Date of Original Disclosure Statement: June 1, 2020

Date of Amended and Consolidated Disclosure Statement: April 7, 2021

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

**This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of \_\_\_\_\_, who has confirmed that fact by \_\_\_\_\_, initialing in the space provided here: \_\_\_\_\_.**



## **IMPORTANT NOTICE**

This Consolidated Disclosure Statement replaces the Disclosure Statement dated June 1, 2020. That original Disclosure Statement referred to a subdivision comprising 36 lots in Plan EPP97266, only, and stated that the area to the north of that Plan would be developed in the future. Plan EPP97266 has not been registered in the Land Title Office. The Developer is now constructing the lots in both Plan EPP97266 and the area to the north, Plan EPP97267, and wishes to market all lots in the Greystone Estates development at the same time.

This Consolidated Disclosure Statement comprises 56 lots on those two separate subdivision plans: Plan EPP97226 (36 lots) and Plan EPP97227 (20 lots).

For the purposes of the “Right of Rescission” referred to on page 3, this Consolidated Disclosure Statement will be delivered to all those who have entered into Contracts of Purchase and Sale pursuant to the original Disclosure Statement.



### RIGHT OF RESCISSION

Under section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Consolidated 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 in the disclosure statement received by the purchaser, or
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.

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



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**EXHIBITS**

- A. Draft Plans showing areas and lot numbers of Plan EPP97226 (Lots 1-36) and Plan EPP97227 (Lots 1-20) and Illustration showing the two draft Plans as the Greystone Estates subdivision
- B. Statutory Building Scheme EG11314
- C. Draft Statutory Building Scheme with Design Guidelines
- D. Draft Statutory Right of Way Plans EPP109727 and EPP109728
- E. Draft Easement Plan EPP109724
- F. Draft Easement Plan EPP109725
- G. Draft Statutory Right of Way Plan EPP109722
- H. Draft Statutory Right of Way Plan EPP109726
- I. Draft Statutory Right of Way Plan EPP109723
- J. Draft Easement for golf balls (flying/landing) from the Crown Isle Golf Course covering Lots 1-7 and 14-23 on Plan EPP97226 and Lots 2-13 on Plan EPP97227 (Terms of Instrument only)
- K. Draft Easement for pedestrian, golf cart and bicycle access to the Golf Course and Club House over Lot 13, Plan EPP97227 (Terms of Instrument only)
- L. Purchase Agreement and Addendum



## 1 The Developer

1.1 Name: SILVERADO LAND CORP.

Address: 399 Clubhouse Drive  
Courtenay, BC V9N 9G3

Date of Amalgamation: June 28, 2018

Incorporation No. BC 1170070

Jurisdiction: British Columbia

1.2 The Developer was amalgamated in 2018 and has assets other than the development property itself.

1.3 Address of the Developer's registered and records office:

Swift Datto LLP  
201 - 467 Cumberland Road  
Courtenay, BC V9N 2C5

1.4 Directors & Officers

Name: Ronald Coulson

Officer/Director: President/Secretary

Occupation: Businessman

Address: 399 Clubhouse Drive  
Courtenay, BC V9N 9G3

1.5 Background of Developer

(a) Experience

The Developer's sole officer and director has been involved in the development industry for approximately 31 years and has completed numerous residential, commercial and mixed-use developments at Crown Isle Resort and Golf Community and elsewhere outside the Comox Valley.

(b) Regulatory Proceedings

(i) The Developer is not aware, to the best of its knowledge, that the Developer or any principal holder of the Developer, or any director or officer of the Developer or principal holder, within the ten years before the date of the Developer's declaration attached to this



Disclosure Statement, has 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.

- (ii) The Developer is not aware, to the best of its knowledge, that the Developer or 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, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, the other developer 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.

(c) Bankruptcy/Insolvency

- (i) The Developer is not aware, to the best of its knowledge, that the Developer, 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 made a voluntary assignment in bankruptcy, 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 had a receiver, receiver manager or trustee appointed to hold its assets.
- (ii) The Developer is not aware, to the best of its knowledge, that the Developer or 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, has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, the other developer 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 Conflicts of Interest

The Developer is not aware, to the best of its knowledge, of any 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 Lots in connection with the Development which could reasonably be expected to affect a purchaser's purchase.

## 2 General Description

### 2.1 General Description of the Development

- (a) The subdivision described in this Disclosure Statement (the "Development") comprises 56 lots (the "Lots") on two separate subdivision plans: Plan EPP97226 and Plan EPP97227.
- (b) The Development is set in the Crown Isle community of Courtenay, British Columbia. The Development is adjacent to the 8th, 9th and 10th holes of the Crown Isle Golf Course. Access is from Majestic Drive.
- (c) Draft Plans showing the two subdivisions – Lots 1-36, Plan EPP97226 and Lots 1-20, Plan EPP97227 are attached hereto as Exhibit "A".
- (e) The Developer plans to construct entranceway signs at the Majestic Dr. entrance to Greystone Estates on or near Lots 1 and 25 Plan EPP97226.

### 2.2 Permitted Use

- (a) The Lots will be used for residential purposes only and shall be subject to the restrictions imposed by the bylaws of the City of Courtenay. Lots of Plan EPP97226 will be for single family homes. Lots 1-12, 14, 15 and 17-20 of Plan EPP97227 will be for single family homes. Lots 13 and 16 Plan EPP97227 may be used for multi-family patio-style homes or multi-story (maximum of four storeys) apartment style homes.
- (b) Zoning  
  
The zoning for the Development is Comprehensive Development One B (CD 1-B).  
  
Further zoning information is available at the City of Courtenay's Planning Department, 250-703-4839 or at its website the link for which is as follows:  
[www.courtenay.ca/EN/main/departments/development-services/planning-division/zoning-bylaw.html](http://www.courtenay.ca/EN/main/departments/development-services/planning-division/zoning-bylaw.html).
- (c) The Lots will be subdivided from PID 025-600-621, Lot B Block 72 Comox District Plan VIP74891 except part in Plan EPP11322 ("Lot B"). Prior to registration of the two subdivision plans which are the subject of



this Disclosure Statement, Lot B will be subdivided by Plan EPP97225 and so this legal description will be amended to reflect that subdivision.

(d) Restrictions

Purchasers will be required to comply fully with all building restrictions (including architectural and landscaping guidelines and as otherwise set out in the Crown Isle Statutory Building Scheme), zoning regulations and all other restrictions governing the use and development of the Development and all the Lots therein.

2.3 Building Construction

Purchasers are responsible for securing all building permits.

The Lots will be subject to a Crown Isle Community Statutory Building Scheme and to Crown Isle's architectural and landscaping guidelines. The continuing Statutory Building Scheme, as amended, is attached hereto as Exhibit "B". The additional draft Statutory Building Scheme and current Design Guidelines are attached at Exhibit "C". Purchasers should note that a refundable \$5,000.00 Compliance Fee is due when a Lot is purchased and that no residence shall be constructed on any Lot other than by Crown Isle Homes Ltd. or a builder approved by Silverado Land Corp. in its absolute discretion from time to time.

3 **Servicing Information**

3.1 Utilities and Services

- (a) Water, Sanitary and Storm Sewer  
These services are provided by the City of Courtenay. All services are provided by the City only to a Lot's property line. The City may require that Individual water meters be installed by builders at each Lot.
- (b) Fire Protection  
These services are provided by the City of Courtenay.
- (c) Garbage, Recycling and Yard Waste Collection  
These services are provided by the City of Courtenay on a roadside basis.
- (d) Electricity  
The Development will be served with electricity by British Columbia Hydro from underground lines.

Electricity will be supplied to any Lot in the Development on application for and payment of the usual application and hook-up charges by the Purchaser to British Columbia Hydro.



There will be above ground Hydro equipment (for instance transformer and junction boxes) and below ground equipment on certain Lots. In some cases this equipment will straddle two lots.

(e) Natural gas

The Development will be serviced with natural gas.

Natural Gas will be supplied to any Lot in the Development on application for and payment of the usual application and hook-up charges by the Purchaser to Fortis Gas.

(f) Telephone/Cable/Internet

The Development will be serviced by Telus and Shaw from underground lines.

These services will be supplied to any Lot in the Development on application for and payment of the usual application and hook-up charges by the Purchaser to Telus or Shaw or both.

(g) Access

Road access is from Majestic Drive.

The Developer anticipates putting in place a public access route to the Crown Isle Club House for pedestrians, bicycles and golf carts.

(h) Police Protection

Police protection is provided by the Royal Canadian Mounted Police. The closest detachment is located at Ryan Road, Courtenay.

(i) School Facilities

The following is a list of educational facilities available in the area and their approximate distance from the Development:

Valley View Elementary	2.0 kms
Mark R. Isfeld Secondary School	1.7 kms
Queneesh Elementary School	1.7 kms

#### 4 Title and Legal Matters

##### 4.1 Legal Description

The Land which is the subject of the Development will be subdivided (Plan EPP97226 and Plan EPP97227) from:

PID 025-600-621	Lot B Block 72 Comox District Plan VIP74891 Except Part in Plan EPP11322. NOTE: Prior to registration of the two subdivision plans which are the subject of this Disclosure Statement, Lot B will be subdivided by Plan EPP97225
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and so this legal description will be amended to reflect that subdivision.

It is expected that the Lots will be legally described as follows:

PID _____	Lot 1, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 2, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 3, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 4, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 5, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 6, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 7, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 8, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 9, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 10, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 11, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 12, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 13, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 14, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 15, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 16, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 17, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 18, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 19, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 20, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 21, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 22, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 23, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 24, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 25, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 26, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 27, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 28, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 29, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 30, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 31, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 32, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 33, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 34, Block 72, Comox District, Plan EPP97226;
PID _____	Lot 35, Block 72, Comox District, Plan EPP97226; and
PID _____	Lot 36, Block 72, Comox District, Plan EPP97226.

PID _____	Lot 1, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 2, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 3, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 4, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 5, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 6, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 7, Block 72, Comox District, Plan EPP97227;



PID _____	Lot 8, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 9, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 10, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 11, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 12, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 13, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 14, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 15, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 16, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 17, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 18, Block 72, Comox District, Plan EPP97227;
PID _____	Lot 19, Block 72, Comox District, Plan EPP97227; and
PID _____	Lot 20, Block 72, Comox District, Plan EPP97227;

#### 4.2 Ownership

The Developer is the registered fee simple owner of Lot B and all Lots will be owned by the Developer.

#### 4.3 Legal Notations and Existing Encumbrances

##### (a) Legal Notations on all Lots

Zoning regulations under the *Aeronautics Act* (Canada) which restrict the height of buildings in the area.

##### (b) Existing Encumbrances

M76300 as modified by EC138030	The Esquimalt and Nanaimo Railway Company has the rights to mine coal, cut timber for railways purposes, and build a railway (and buildings ancillary to such purposes) on the Lands and vast tracts of neighbouring properties on Vancouver Island. Many of these rights may be exercised without payment or compensation. From a practical point of view, this charge does not generally affect the value of the property nor do financial institutions consider them to be an impediment to a mortgage.
EK24707	Undersurface rights, with some exceptions, have been forfeited to the Crown.
EM23599	Covenant in favour of the City of Courtenay (1998) regarding development cost charges.
CA7713043-44	Mortgage and Assignment of Rents in favour of Coastal Community Credit Union. These charges will be discharged off the title of a Lot as such Lot is sold, in accordance with the Developer's agreement with the lender.



EG11314 As Modified	<p>Statutory Building Scheme, a copy of which is attached as Exhibit "B" to this Disclosure Statement.</p> <p>The building scheme permits the Developer to exempt lots from certain provisions of the scheme by way of a 'modification'. The majority of the modifications appearing on title of the parent parcel have exempted lots from the prohibition against subdivision.</p>
CA8525815-16	<p>Statutory Rights of Way in favour of BC Hydro and Telus. This is a blanket charge. Once the BC Hydro and Telus works are completed, an SRW plan will be registered to show the Lots where the works are in place and to release the charge off Lots where there are no works.</p>

#### 4.4 Proposed encumbrances

- (a) Any and all such rights of way, easements, restrictive covenants, dedications, and other rights and restriction that may be required by the City of Courtenay, BC Hydro, Telus, Shaw, Fortis and any other applicable governmental authority or public utility deemed necessary or advisable by the Developer in connection with the Development. In particular, rights of way will be in place in favour of each of these named utilities. The services may be above ground or below ground and may be on a single lot or straddle lots. The general area of the BC Hydro, Telus and Shaw services is shown on draft Right of Way Plans EPP109727 and EPP109728 attached hereto as Exhibit "D".
- (b) The City of Courtenay may require a Covenant under s. 219 of the *Land Title Act* to be registered to limit the number of sewer connections and usage of the City sewer system.
- (c) The City of Courtenay will require various covenants and rights of way in respect of access, geotechnical, a storm and sewer drainage and other matters including:
  - (i) private drainage easements between Lot owners, with a covenant in favour of the City of Courtenay not to deal with the property except in accordance with the private easement. An example of these easements is set out at Exhibit "E". The Developer anticipates easements for storm water swales and underground pipes will be registered on:
    - (A) Lots 33-36 Plan EPP 97226 in favour of Lots 31, 33-35 Plan EPP97226. The general area of the easement area is outlined on draft Plan EPP109724 shown at Exhibit "E";
    - (B) Lots 1 and 15-20 Plan EPP97227 in favour of Lots 1, 9-12 and 14-20 Plan EPP97227. The general area of the



easement area is outlined on draft Plan EPP109725 at Exhibit "F".

- (ii) The Developer anticipates rights of way in favour of the City of Courtenay for underground pipes and access points for storm water drainage to be registered on:
    - (A) Lots 22-23 and Lot 25 Plan EPP97226 as shown on Plan EPP109722, a draft of which is attached as Exhibit "G". It may be that the SRW area now shown on Lot A Plan EPP97225 and Lot 25 Plan EPP97226 will also include a further small strip on the southeast boundaries of Lots 23-25, i.e. that boundary touching Lot A Plan EPP97225. This will be determined on the finalization of the subdivision plans;
    - (B) Lot 6 Plan EPP97227 as shown on Plan EPP109726, a draft of which is attached as Exhibit "H";
  - (iii) The Developer anticipates rights of way in favour of the City of Courtenay for underground pipes and access points for sewer works will be registered on Lots 26 and 27 Plan EPP97226 as shown on Plan EPP109723, a draft of which is attached as Exhibit "I";
  - (iv) geotechnical and fill covenants requiring owners, among other things, to comply with geotechnical reports filed on title; and
  - (v) rights of way for water meters, access to manhole covers, street trees, sidewalks, etc.
- (d) Draft Statutory Building Scheme, a copy of which is attached as Exhibit "C" to this Disclosure Statement. This Statutory Building Scheme includes the Design Guidelines for the Development. The Statutory Building Scheme permits the Developer to exempt any Lot from any of the enumerated restrictions set out in that Scheme.
- (e) Draft Easement in favour of PID 025-002-252, Lot A Block 72 Comox District Plan VIP72239 Except Part in Plans VIP77537, VIP78754, VIP82174, EPP58875, EPP59150, EPP65702, EPP69356 and EPP77408 ("Remainder Lot A") for Golf Ball Trespass, a copy of which is attached as Exhibit "J" to the Disclosure Statement and which it is expected will be a charge on:  
Lots 1-7 and 14-23 Plan EPP97226; and  
Lots 2-13 Plan EPP97227
- (f) The Developer plans to construct entranceway signs at the Majestic Drive entrance to Greystone Estates. If these signs are not located on the City of Courtenay's land, the signs will be located on a defined area



on or near Lots 1 and 25 EPP97226. If a private easement is needed, a draft will be provided to applicable purchasers in advance.

- (g) Draft Easement in favour of the Crown Isle Golf Course and Club House for pedestrian, golf cart and bicycle access to the Golf Course and Club House areas over what will be a defined area of Lot 13 Plan EPP97227. A copy of the draft easement is attached as Exhibit "K". The pathway area will not be determined until building is complete on Lot 13.

#### 4.5 Outstanding or Contingent Litigation or Liabilities

Not applicable.

#### 4.6 Environmental Matters

Based on a physical examination of the Lots, the Developer is not aware of any flooding danger to the Lots or of any danger relating to the condition of the soil or sub-soil.

The Developer makes no representation or warranty to Purchasers as to the state, condition, fitness, sub-surface or topography of the Lots or as to the suitability of a Lot for residential use.

### 5 **Construction and Warranties**

#### 5.1 Construction Dates

The Developer has commenced construction and intends to complete construction between May 2021 and July 2021.

#### 5.2 Warranties

Not applicable.

### 6 **Approvals and Finances**

#### 6.1 Development Approval

Preliminary Layout Approval for the subdivision was issued by the Approving Officer on November 15, 2019.

Purchasers are responsible for securing all building permits.

#### 6.2 Construction Financing

All costs which are the responsibility of the Developer will be paid for in full by the Developer. These include costs for construction of roads, utilities and services described in this Disclosure Statement.



There are no further anticipated expenditures in connection with construction, utilities or other services in the Development other than those specifically referred to in this Statement.

## 7 **Miscellaneous**

### 7.1 Deposits

All deposits and other funds received from Purchasers shall be held in the Trust Account of the Developer's conveyancing solicitor, Swift Dato LLP, until the interest of the Purchaser is evidenced at the Victoria Land Title Office and in accordance with the requirements of the *Real Estate Development Marketing Act* ("REDMA").

### 7.2 Purchase Agreement

The Developer requires the use of its Agreement of Purchase and Sale and Addendum, a copy of which is attached as Exhibit "L" (the "Contract"). In accordance with the Statutory Building Scheme, the Addendum requires that the Buyer agrees that the builder to be used to construct the residence on the Lot be approved by the Developer or its designate. See Addendum.

The Contract provides as follows with respect to termination of the contract, extension of the contract, assignability of the Contract and interest on deposits:

#### (a) Termination

The Seller may terminate the Contract if the balance of the cash payment is not paid on the Completion Date. See section 2(c) of the Contract.

#### (b) Extension

The Completion, Possession and Adjustment Dates are related to the date of registration of the subdivision plans and, as such, are not fixed in the Contract. See Addendum.

#### (c) Assignability

The Buyer is not permitted to assign the Contract without the written consent of the Seller and, with limited exceptions, any profit earned by a Buyer on such assignment shall be for the account of the Seller. See Addendum.

#### (d) Interest

As it is expected that no interest will be earned on deposits, the Contract is silent on the payment of interest. If interest is to be earned, this will be negotiated with the Developer in accordance with REDMA and the parties' agreement will be added to the Addendum.

### 7.3 Developer's Commitments



The Developer has no further commitments with respect to the Development.

7.4 Other Material Facts

(a) Restrictions

The Development will comply fully with all building restrictions, zoning regulations and all other restrictions governing the use and development of the Development or any Lot therein.

(b) Construction, Utilities and Services Financing

All costs which are the responsibility of the Developer will be paid for in full by the Developer. These include costs for construction of roads, utilities and services.

There are no further anticipated expenditures in connection with construction, utilities or other services in this Development other than those specifically referred to in this Statement.

(c) Material Contracts

There are no material contracts affecting the Development binding upon the Developer other than set out in this Statement.

*This space left blank intentionally.*



(d) Ongoing Development

The Lots form part of the development of the Crown Isle Community and, in that regard, there may be, from time to time, construction noise, odours, dust and dirt tracks on roadways in proximity to the Lots, and upon lands adjacent to or in proximity to the Lands as construction continues in the Community.

**Signatures**

- **Deemed Reliance**

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

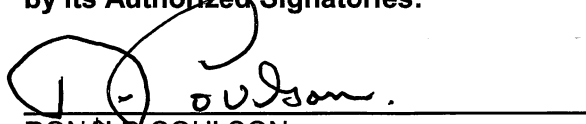
- **Declaration**

**The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of April 7, 2021.**

**All Directors in their Personal Capacity:**

  
\_\_\_\_\_  
Director - RONALD COULSON

**SILVERADO LAND CORP.  
by its Authorized Signatories:**

  
\_\_\_\_\_  
RONALD COULSON



PROPOSED 3 PLAN, 57 LOT SUBDIVISION OVER:  
LOT 2, PLAN EPP11233 AND LOT B PLAN VIP74891 EXCEPT  
THAT PART IN PLAN EPP11322, ALL IN BLOCK 72 COMOX  
DISTRICT.

BCGS: 92F.076

LEGEND

Grid bearings are derived from differential dual frequency GNSS observations and are referred to the central meridian of UTM Zone 10 (123° West Longitude).

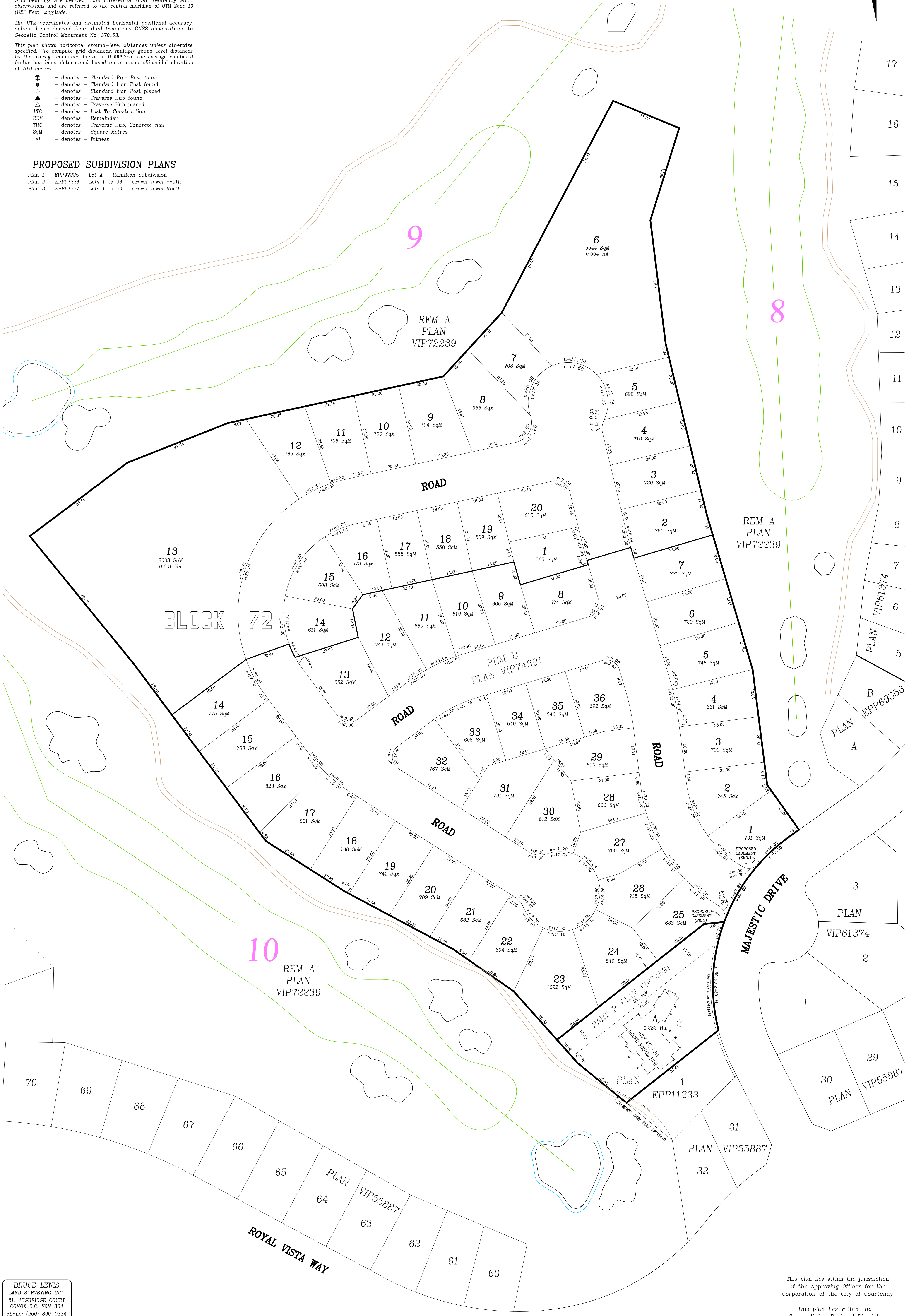
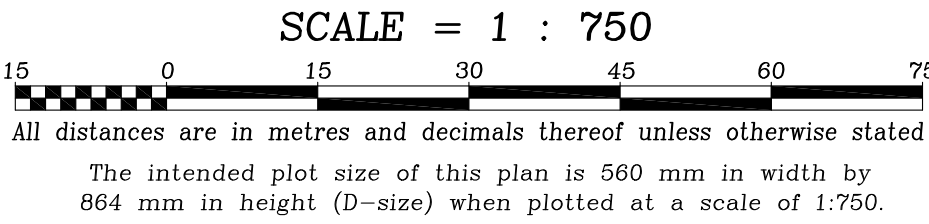
The UTM coordinates and estimated horizontal positional accuracy achieved are derived from dual frequency GNSS observations to Geodetic Control Monument No. 370163.

This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.9996355. The average combined factor has been determined based on a, mean ellipsoidal elevation of 70.0 metres.

- ⊗ - denotes - Standard Pipe Post found.
- - denotes - Standard Iron Post found.
- - denotes - Standard Iron Post placed.
- ▲ - denotes - Traverse Hub found.
- △ - denotes - Traverse Hub placed.
- LTC - denotes - Lost To Construction
- REM - denotes - Remainder
- THC - denotes - Traverse Hub, Concrete nail
- SqM - denotes - Square Metres
- Wt - denotes - Witness

PROPOSED SUBDIVISION PLANS

- Plan 1 - EPP97225 - Lot A - Hamilton Subdivision
- Plan 2 - EPP97226 - Lots 1 to 36 - Crown Jewel South
- Plan 3 - EPP97227 - Lots 1 to 20 - Crown Jewel North



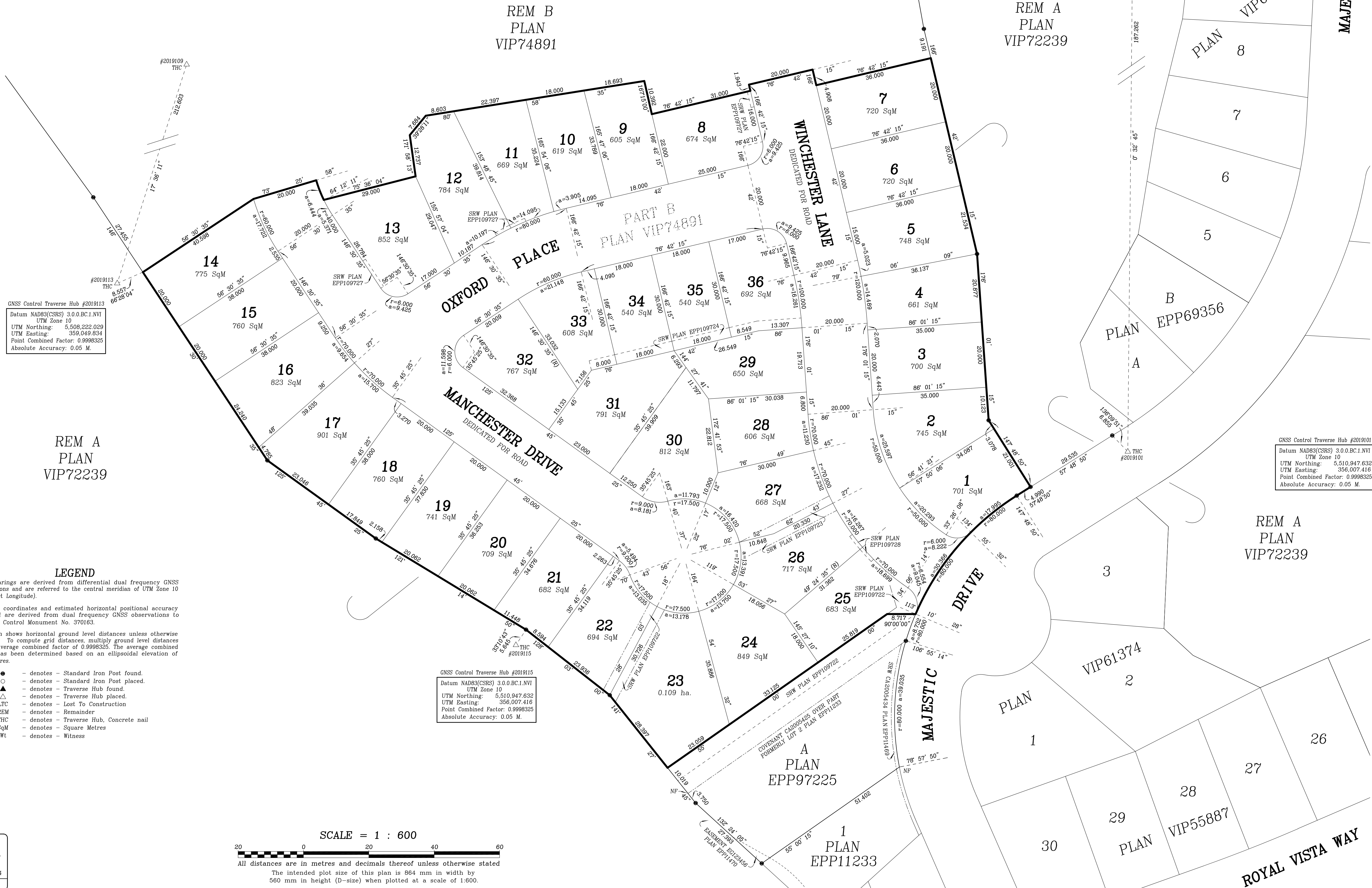
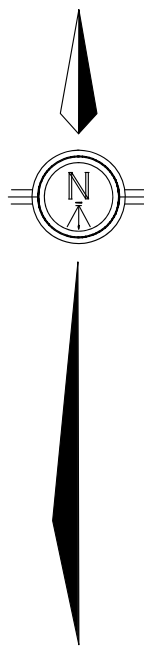


SUBDIVISION PLAN OF:  
PART OF LOT B, BLOCK 72, COMOX DISTRICT, PLAN VIP74891  
EXCEPT THAT PART IN PLANS EPP11322 AND EPP97225

BCGS: 92F.076

NOTE: THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNER(S)

PLAN EPP97226  
PRO-FORMA



GNSS Control Traverse Hub #2019113  
Datum NAD83(CSRS) 3.0.0.BC1.NVI  
UTM Zone 10  
UTM Northing: 5,508,222.029  
UTM Easting: 359,049.834  
Point Combined Factor: 0.9998325  
Absolute Accuracy: 0.05 M.

GNSS Control Traverse Hub #2019101  
Datum NAD83(CSRS) 3.0.0.BC1.NVI  
UTM Zone 10  
UTM Northing: 5,510,947.632  
UTM Easting: 356,007.416  
Point Combined Factor: 0.9998325  
Absolute Accuracy: 0.05 M.

GNSS Control Traverse Hub #2019115  
Datum NAD83(CSRS) 3.0.0.BC1.NVI  
UTM Zone 10  
UTM Northing: 5,510,947.632  
UTM Easting: 356,007.416  
Point Combined Factor: 0.9998325  
Absolute Accuracy: 0.05 M.

**LEGEND**  
Grid bearings are derived from differential dual frequency GNSS observations and are referred to the central meridian of UTM Zone 10 (123° West Longitude).  
The UTM coordinates and estimated horizontal positional accuracy achieved are derived from dual frequency GNSS observations to Geodetic Control Monument No. 370163.  
This plan shows horizontal ground level distances unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.9998325. The average combined factor has been determined based on an ellipsoidal elevation of 70.0 metres.

- denotes - Standard Iron Post found.
- denotes - Standard Iron Post placed.
- ▲ denotes - Traverse Hub found.
- △ denotes - Traverse Hub placed.
- LTC denotes - Lost To Construction
- REM denotes - Remainder
- THC denotes - Traverse Hub, Concrete nail
- SqM denotes - Square Metres
- Wt denotes - Witness

BRUCE LEWIS  
LAND SURVEYING INC.  
811 HIGHBRIDGE COURT  
COMOX B.C. V9M 3B4  
phone: (250) 890-0334  
FILE: 1885-P02

SCALE = 1 : 600  
20 0 20 40 60  
All distances are in metres and decimals thereof unless otherwise stated  
The intended plot size of this plan is 864 mm in width by 560 mm in height (D-size) when plotted at a scale of 1:600.

This plan lies within the jurisdiction of the Approving Officer for the Corporation of the City of Courtenay  
This plan lies within the Comox Valley Regional District.  
The field survey represented by this plan was completed on the \_\_\_\_th of June, 2021  
Bruce V. Lewis, BCLS #705

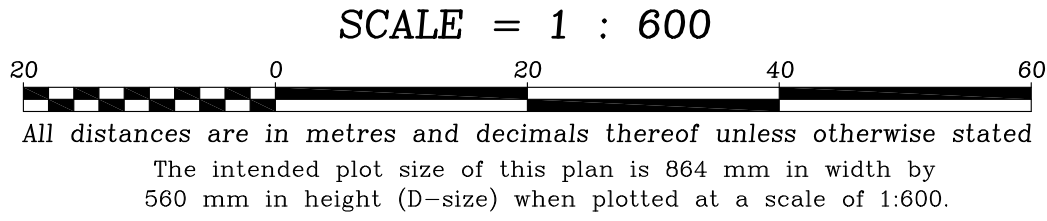


SUBDIVISION PLAN OF:  
LOT B, BLOCK 72, COMOX DISTRICT, PLAN VIP74891 EXCEPT  
THAT PART IN PLANS EPP11322, EPP97225 AND EPP97226

BCGS: 92F.076

NOTE: THIS PLAN SHOWS ONE OR  
MORE WITNESS POSTS WHICH ARE  
NOT SET ON THE TRUE CORNER(S)

- LEGEND**
- Grid bearings are derived from differential dual frequency GNSS observations and are referred to the central meridian of UTM Zone 10 (123° West Longitude).
- The UTM coordinates and estimated horizontal positional accuracy achieved are derived from dual frequency GNSS observations to Geodetic Control Monument No. 370163.
- This plan shows horizontal ground level distances unless otherwise specified. To compute grid distances, multiply ground level distances by the average combined factor of 0.9998325. The average combined factor has been determined based on an ellipsoidal elevation of 70.0 metres.
- denotes - Standard Iron Post found.
  - denotes - Standard Iron Post found.
  - ▲ denotes - Traverse Hub found.
  - △ denotes - Traverse Hub placed.
  - LTC denotes - Lost To Construction
  - REM denotes - Remainder
  - THC denotes - Traverse Hub, Concrete nail
  - SqM denotes - Square Metres
  - Wt denotes - Witness



GNSS Control Traverse Hub #2019109  
Datum NAD83(CSRG) 3.0.0.BC.1.NVI  
UTM Zone 10  
UTM Northing: 5,508,424.643  
UTM Easting: 359,114.119  
Point Combined Factor: 0.9998325  
Absolute Accuracy: 0.05 M.

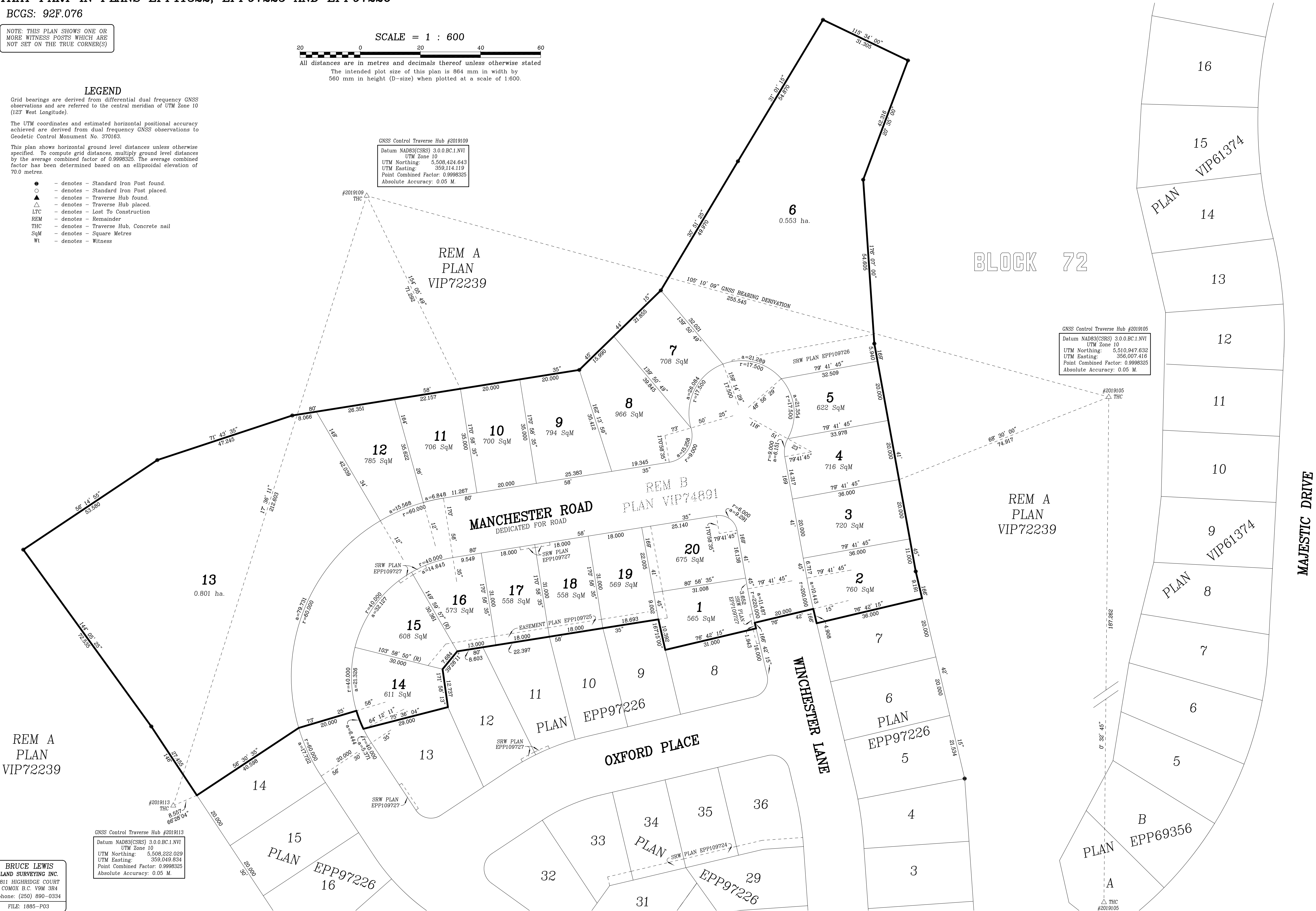
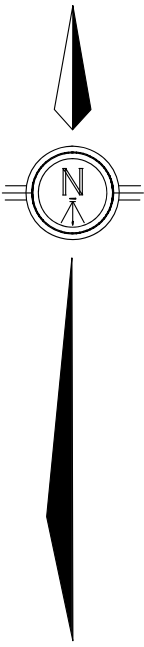
GNSS Control Traverse Hub #2019105  
Datum NAD83(CSRG) 3.0.0.BC.1.NVI  
UTM Zone 10  
UTM Northing: 5,510,947.632  
UTM Easting: 356,007.416  
Point Combined Factor: 0.9998325  
Absolute Accuracy: 0.05 M.

GNSS Control Traverse Hub #2019113  
Datum NAD83(CSRG) 3.0.0.BC.1.NVI  
UTM Zone 10  
UTM Northing: 5,508,222.029  
UTM Easting: 359,049.834  
Point Combined Factor: 0.9998325  
Absolute Accuracy: 0.05 M.

BRUCE LEWIS  
LAND SURVEYING INC.  
811 HIGHBRIDGE COURT  
COMOX B.C. V9M 3B4  
phone: (250) 890-0334  
FILE: 1885-P03

PLAN EPP97227

PRO-FORMA



This plan lies within the jurisdiction  
of the Approving Officer for the  
Corporation of the City of Courtenay

This plan lies within the  
Comox Valley Regional District.

The field survey represented by this plan was  
completed on the \_\_\_\_th of June, 2021  
Bruce V. Lewis, BCLS #705



## Exhibit "B"

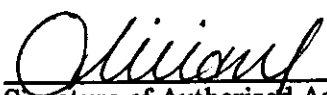
93 JA 29 09 51 7

EG011314

4 RECEIVED  
LAND TITLE OFFICE  
LAND TITLE ACT VICTORIA

FORM 35  
(Section 216(1))  
DECLARATION OF BUILDING SCHEME 01/29/93 A0251a CHARGE 50.00

NOTE: Before submitting this application for interest, applicants should check and satisfy themselves as to the tax position, including taxes of the Crown Provincial, a municipality and improvement, water and irrigation districts.

NATURE OF INTEREST:	Charge	Charge: <u>BUILDING SCHEME</u>
HEREWITH FEES OF:	\$50.00	ADDRESS OF PERSON ENTITLED TO APPLY TO REGISTER THIS BUILDING SCHEME:
FULL NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON PRESENTING THIS APPLICATION:		Silverado Land Corp. P.O. Box 3593 Courtenay, BC, V9N 6Z8
Swift Datto & Company Barristers and Solicitors 201 - 467 Cumberland Road Courtenay, B.C., V9N 2C5 334-4461		 Signature of Authorized Agent

WE, Silverado Land Corp., (Inc. No. 352725), a body corporate, duly incorporated under the laws of the Province of British Columbia, having its registered office at 201 - 467 Cumberland Road, Courtenay, British Columbia, V9N 2C5, and having its chief place of business at 1454 Anderton Road, Comox, British Columbia, V9N 6Z8, DECLARE THAT:-

1. We are the registered owner in fee simple of those lands and premises situate, lying and being in the City of Courtenay, in the Province of British Columbia, being more particularly known and described as:

Lots 1 to 32 inclusive	and	PID: 000-876-291
Block 72		Block 72
Comox District		Comox District
Plan VIP <u>55887</u>		Except the Part shown outlined in red on Plans 1691R and 2117 RW and except Plans 49168, VIP53936 and Plan VIP <u>55887</u> .

(collectively referred to as the "Lots" and  
individually as the "Lot")

2. We hereby create a building scheme relating to the Lots.



- 2 -

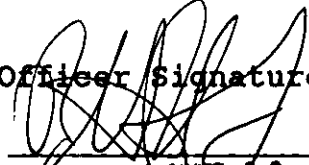
3. Sale and development of any of the Lots or any part into which any of the Lots is subdivided is subject to the restrictions enumerated in the Schedule attached to this Declaration.
4. The restrictions shall be for the benefit of all of the Lots and each and every parcel into which the Lots may be subdivided from time to time PROVIDED HOWEVER that Silverado Land Corp. expressly reserves to itself and its successors in title, the right to exempt that part of the Lot or Lots remaining undisposed of at the time the exemption takes effect, from all or any of the restrictions and benefits set out in this Building Scheme.
5. The following provisions shall apply to this Building Scheme:
- (a) Nothing contained in this Building Scheme shall be construed or implied as imposing on Silverado any liability in the event of non-compliance with or non-fulfilment of any of the covenants, conditions or restrictions contained herein.
  - (b) No condoning, excusing or waiver by any person of a default or non-observance by any other person at any time in respect of any provision of this Schedule shall operate as a waiver in respect of any continuing or subsequent default or non-observance, or so as to defeat or affect in any way the rights of any person in respect of such continuing default or non-observance and no waiver shall be inferred or implied by anything done or omitted to be done by the person having such rights.
  - (c) The provisions of this Schedule have been instituted for the general benefit of all owners of the Lots from time to time, and all such owners, in agreeing to buy any Lot, acknowledge such general benefit and a personal benefit attaching to that part of or interest in the Lot purchased by them and each of such owners agrees that his or her injury and damage to all of the owners which is impossible to measure monetarily, and as a result, any or all of the other owners will, in addition to all of the other remedies in law and in equity (including the right to damages), be entitled to any order restraining or enjoining any breach of any of the provisions of this Schedule and any owner in breach of any such provision and named in the application for such an order shall not plead in defence that there would be an adequate remedy at law, in equity, in damages or otherwise.
  - (d) Should any part of this Building Scheme be declared invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Building Scheme which shall continue in full force and effect and be construed as if this Building Scheme had been declared without such invalid or unenforceable part.
  - (e) Wherever and whenever the approval or consent of Silverado is required to be obtained, such approval or consent may be given by such officer, agent, committee, person or

2K'd K Jaynes  
per section 28  
interpretation  
AT



- 8 -

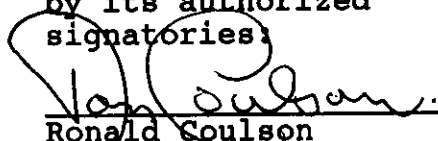
persons as may from time to time be nominated or appointed in writing by Silverado for such purpose and such power of appointment or right of nomination may be delegated by Silverado.

Officer Signature(s)  
  
 RICHARD J. SWIFT, Q.C.  
 BARRISTER & SOLICITOR  
 #201-467 Cumberland Rd.  
 Courtenay, B.C. V9N 2C5

Execution Date

Y	M	D
93	1	14

SILVERADO LAND CORP.  
 by its authorized  
 signatories:

  
 Ronald Coulson

  
 Richard Jackson

\*as to both signatures

#### CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS:

We, ROYAL BANK OF CANADA, and ISLAND POLE & PILING LTD. the holders of the following registered charges, consent to the registration of the above declaration of creation of building scheme and agree that it shall have priority over our respective charges.

Charge Holder:                      Type of Charge:                      Registration Number:

Royal Bank of Canada                      Mortgage                      EE56669


Island Pole & Piling Ltd.                      Mortgage                      EC30181

Execution Date

Officer Signature(s)



**ROBERT GORDON HARRIS**  
 BARRISTER & SOLICITOR  
 SUITE 304 - 235 BASTION STREET  
 P.O. BOX 578  
 NANAIMO, B.C. V9R 5L5  
 (as to both signatures)

  
 RICHARD J. SWIFT, Q.C.  
 BARRISTER & SOLICITOR  
 #201-467 Cumberland Rd.  
 Courtenay, B.C. V9N 2C5

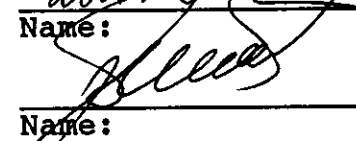
(as to both signatures)  
 (of Island Pole & Piling Ltd.)

**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. 1979, c. 116, 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.

Y	M	D
93	1	25
93	1	14

ROYAL BANK OF CANADA by its  
 authorized signatories:

  
 Name: DON K. POISSON  
 Account Manager

  
 Name: GERRY S. VAN VAALS  
 Account Manager

ISLAND POLE & PILING LTD. by  
 its authorized signatories:

  
 Ronald Coulson

  
 Richard Jackson



## **SCHEDULE OF RESTRICTIONS**

### **1. DEFINITIONS**

1.1 For the purposes of this Schedule the following words or phrases shall have the following meanings:

- (a) "Improvements" means any and all buildings, residences, landscaping, fences or other improvements including, without limitation, any structure of any type or kind located above or below grade and including any additions thereto or alterations thereof;
- (b) "Land Title Act" means the **Land Title Act** in force in the Province of British Columbia and any amendment thereto or replacement thereof;
- (c) "Lot" or "Lots" has the meaning set out in the Declaration to which this Schedule is attached and any part or parts into which such Lot or Lots may be subdivided;
- (d) "owner" or "owners" means, individually or collectively as the context requires, one or more or all of the persons registered as having an interest as the owner in fee simple in respect of any of the Lots from time to time;
- (e) "present" or "presently" means as at the date of the Declaration to which this Schedule is attached; and
- (f) "Silverado" means the declarant of this building scheme being Silverado Land Corp.

### **2. GENERAL RESTRICTIONS**

2.1 **Compliance.** Save and except for golf course improvements and structures, no Lots shall be used or developed and no Improvements shall be constructed or allowed to remain on any part of any Lot except in compliance with the restrictions set out in this Schedule and except when the owner commencing or permitting the same, or under whose auspices and same is commenced, is not in breach of any of the provisions of this Schedule.

### **3. SPECIFIC RESTRICTIONS**

3.1 **Submission of Plans.** No Improvement shall be constructed, placed or maintained in, on or above a Lot unless and until proper plans and specifications (together with an additional copy of such plans and specifications for the permanent retention of Silverado setting forth all materials to be used with details of quantities and qualities of materials and showing the location and elevation thereof in relation to property lines and finished ground elevation) have been submitted to and approved in writing by Silverado in accordance with this Schedule and the design guidelines established from time to time by Silverado. This process does not preclude an owner from complying with the building permit requirements of the City of Courtenay.

3.2 **Design Guidelines.** The refusal or failure of Silverado to give the approval referred to in paragraph 3.1 of this Schedule will not be actionable by any person under any circumstances, it being in the sole discretion of Silverado to give or withhold such approval. Without restricting the foregoing, in considering whether or not to approve submitted plans and specifications, Silverado shall have the right, but shall not be obligated, to refuse to grant such approval if such plans and specifications do not comply with the design guidelines established from time to time by Silverado.

3.3 **Approval Process.** Following Silverado's review of each submission of plans and specifications, Silverado will communicate in writing its approval or reasons for not giving approval to the person making the submission and will also, where appropriate, make recommendations to the person in writing as to how the siting, design or exterior finish of the proposed Improvement might be amended to fit more



harmoniously with the design guidelines established by Silverado. In the event the person submitting plans and specifications pursuant to paragraph 3.1 does not receive notice of approval within 40 days after receipt by Silverado of such plans and specifications, such plans and specifications shall be deemed to be disapproved.

3.4 Single Family Residence Only. No Improvement other than one single family residence and one ancillary structure shall be constructed, placed or maintained on any Lot.

3.5 No Subdivision or Consolidation. No Lot shall be partitioned or subdivided into two or more lots nor any Lots consolidated into one or more lots.

3.6 No Business Use. Save and except for golf course related structures, none of the Lots nor any Improvement on a Lot shall be put to any commercial, industrial, trade, business, or public or private utility use and without restricting the generality of the foregoing, none of them shall be used as an apartment house, boarding house, rooming house, hotel, beer parlour, resort, store, restaurant, shop or place of trade or business unless and until such use is approved in writing by Silverado who shall give such approval only where in its sole and absolute discretion such use is deemed to be for the general benefit of all of the Lots; provided however, that this restriction shall not prevent physicians, lawyers, writers, artists or other professional men or women from having their offices or studios on the Lots.

3.7 No Unfinished Exteriors. No Improvement shall be allowed to remain with an unfinished exterior for a period longer than one year (whether permitting) after the date of approval of the building plans by Silverado.

3.8 No Unfinished Landscaping. No Lot shall be devoid of proper landscaping for a period longer than 6 months (weather permitting) after completion of construction of any residence on the Lot.

3.9 Proper Landscaping. No lawns, ground cover, plants, shrubbery, trees or other form of landscaping shall be placed, grown or permitted on any of the Lots which is unattractive or incompatible with the landscaping of adjoining Lots and no such material or other landscaping shall be unreasonably neglected or maintained in a messy or untidy condition.

3.10 No Boats or Mobile Homes. No boat, camper, mobile home, commercial or recreational vehicle, travel trailer or similar equipment should be parked, placed or stored upon any Lot except during an overnight guest visit, unless such boat, camper, mobile home, commercial or recreational vehicle, travel trailer or similar equipment is placed in a storage structure which has been approved by Silverado, and no house trailer or doublewide or industrial camp building shall be erected, placed or stored on any Lot at any time.

3.11 No Livestock. No poultry, swine, sheep, horses, cattle or other livestock shall be kept or permitted upon any of the Lots except for small dogs, cats or other small pets, and no such pets as are permitted shall be allowed at large beyond the boundaries of the Lot owned by the owner of such pets.

3.12 No Offensive Conduct. No Lot shall be used for any purpose which is or will be offensive to the owner or occupant of any other Lot and, without restricting the foregoing, no noisy, obnoxious, offensive or immoral activity shall be permitted on any of the Lots.

3.13 Tree Removal. No owner of a Lot shall remove trees with a trunk exceeding 4 inches in diameter measured one foot from the ground from any Lot unless such tree is on the building site of the owner and plans for construction have been approved by Silverado or unless Silverado has consented to the removal.

3.14 No Offensive Material. No combustible, flammable or other offensive material shall be stored upon a Lot.

3.15 No Guns or Explosives. No person shall be permitted to use or discharge any firearm, air gun or explosives on a Lot, provided that Silverado may, in its discretion, permit the use of firearms, air guns or explosives for specific purposes.



3.16 Excavation. No grading, excavation, construction, or other work shall be carried out upon a Lot which would interfere with, or alter in any way, the natural or established drainage system thereon.

3.17 No All-Terrain Vehicles. No motorcycles, trail bikes or other all-terrain vehicles of any description shall be operated on a Lot.

3.18 No Signs. No exterior or interior signs, advertisements or billboards of any kind shall be placed or exhibited in any manner on or about a Lot, provided that the occupant of any Lot may post a sign in the form approved by Silverado showing the name of the occupant of the Lot, and also a sign advertising a Lot and any improvements thereon for sale or lease.

3.19 Screening. No air-conditioning units, clotheslines, fixtures, radio or transmission towers, satellite dishes, swimming pool fixtures or storage piles shall be located on the roof of any structure on a Lot or shall be maintained on a Lot or any part thereof unless screened by walls or plantings or other adequate screens in such a manner as to conceal them from view from neighbouring Lots, the golf course fairways and streets, such proposed screening to be first approved in writing by Silverado.

3.20 No Incinerators. No outside incinerators or other equipment for the disposal of garbage, trash, or other waste shall be used.

3.21 Maintaining Improvements. No Improvement situated upon a Lot nor unimproved part of any Lot shall be permitted by any owner of such Lot to become unsightly or incompatible with the general character of the development as a result of lack of regular and reasonable maintenance and repair.

3.22 Damage to Improvements. No Improvement which has been partially or totally destroyed by fire, earthquake or otherwise shall be allowed to remain in such state for more than three months from the time of such destruction.

END OF DOCUMENT



**LAND TITLE ACT**

FORM 35  
(section 220(1))

**DECLARATION OF BUILDING SCHEME**

NATURE OF INTEREST: CHARGE: BUILDING SCHEME

HEREWITH FEE OF: \$

Address of person entitled to register this building scheme:

399 Clubhouse Drive, Courtenay, BC V9N 9G3

Full name, address, telephone number of person presenting application:

**SWIFT DATOO** LLP

201 - 467 Cumberland Road Courtenay,  
B.C. V9N 2C5

Phone: (250) 334-4461 File No. 48318

\_\_\_\_\_  
Signature of Solicitor or Authorized Agent

I, Ronald Coulson, a director of Silverado Land Corp., (Inc. No. BC1170070) of 399 Clubhouse Drive, Courtenay, BC V9N 9G3, DECLARE THAT:

1. Silverado Land Corp. is the registered owner in fee simple of the following land  
(hereinafter called the "Lots")  
Lots 1 - 36 Block 72 Comox District Plan EPP97226  
and  
Lots 1 - 20 Block 72 Comox District Plan EPP97227  
and  
PID 025-002-252  
Lot A Block 72 Comox District Plan VIP72239 Except Part in Plans VIP77537,  
VIP78754, VIP82174, EPP58875, EPP59150, EPP65702, EPP69356 and EPP77408
2. I hereby create a building scheme relating to the Lots.
3. A sale of the Lots is subject to the restrictions enumerated in the Schedule attached or annexed hereto.



4. The restrictions shall be for the benefit of the Lots.

EXECUTION(S):

SILVERADO LAND CORP.  
By its Authorized Signatory

\_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Execution Date (Y/M/D)

\_\_\_\_\_  
Name: RONALD COULSON

#201 - 467 Cumberland Road  
Courtenay, BC V9N 2C5  
Phone: 250.334.4461

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.

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDER:

COASTAL COMMUNITY CREDIT UNION, the holder of a Mortgage and Assignment of Rents registered under numbers CA7713043 and CA7713044 and extensions, consent to the registration of the above declaration of creation of building scheme and agree that it shall have priority over our charges.

EXECUTIONS(S):

Coastal Community Credit Union  
By its authorized signatories:

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Execution Date

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

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

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 British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



## SCHEDULE OF BUILDING RESTRICTIONS

### SCHEDULE OF RESTRICTIONS

#### 1. DEFINITIONS

1.1 For the purposes of this Schedule the following words or phrases shall have the following meanings:

- (a) "Improvements" means any and all buildings, residences, landscaping, fences, screening, storage structures or other improvements including, without limitation, any structure of any type or kind located above or below grade and including any additions thereto or alterations thereof;
- (b) "Land Title Act" means the Land Title Act in force in the Province of British Columbia and any amendment thereto or replacement thereof;
- (c) "Lot" or "Lots" has the meaning set out in the Declaration to which this Schedule is attached and any part or parts into which such Lot or Lots may be subdivided;
- (d) "owner" or "owners" means, individually or collectively as the context requires, one or more or all of the persons registered as having an interest as the owner in fee simple in respect of any of the Lots from time to time;
- (e) "present" or "presently" means as at the date of the Declaration to which this Schedule is attached; and
- (f) "Silverado" means the declarant of this building scheme being Silverado Land Corp.

#### 2. GENERAL RESTRICTIONS

2.1 Compliance. No Lots shall be used or developed and no Improvements shall be constructed or allowed to remain on any part of any Lot except in compliance with the restrictions set out in this Schedule and except when the owner commencing or permitting the same, or under whose auspices and same is commenced, is not in breach of any of the provisions of this Schedule.

2.2 Builders. No residence shall be constructed on any Lot other than by Crown Isle Homes Ltd. or a builder approved by Silverado Land Corp. in its absolute discretion from time to time.

#### 3. SPECIFIC RESTRICTIONS

3.1 Submission of Plans. For so long as Silverado shall be an owner of any of the Lots subject to this building scheme, no Improvement shall be constructed, placed or maintained in, on or above a Lot unless and until proper plans and



specifications (together with an additional copy of such plans and specifications for the permanent retention of Silverado setting forth all materials to be used with details of quantities and qualities of materials and showing the location and elevation thereof in relation to property lines and finished ground elevation) have been submitted to and approved in writing by Silverado in accordance with this Schedule and the Design Guidelines set out as Exhibit 1. This process does not excuse an owner from complying with the building permit requirements of the City of Courtenay.

- 3.2 Exemption from this building scheme. The restrictions shall be for the benefit of the Lots and each and every parcel into which the Lots may be subdivided from time to time PROVIDED HOWEVER that Silverado Land Corp. expressly reserves to itself and its successors in title, the right to exempt that part of the Lot or Lots remaining undisposed of at the time the exemption takes effect, from all or any of the restrictions and benefits set out in this Building Scheme.
- 3.3 Design Guidelines. In considering whether or not to approve submitted plans and specifications pursuant to in paragraph 3.1, Silverado shall have the right, but shall not be obligated, to refuse to grant such approval if such plans and specifications do not comply with the design guidelines set out in Exhibit 1.
- 3.4 Single Family Residence Only. No Improvement other than one single family residence and one ancillary structure shall be constructed, placed or maintained on any Lot.
- 3.5 No Subdivision or Consolidation. No Lot shall be partitioned or subdivided into two or more lots nor any Lots consolidated into one or more lots.
- 3.6 No Business Use. None of the Lots nor any Improvement on a Lot shall be put to any commercial, industrial, trade, business, or public or private utility use and without restricting the generality of the foregoing, none of them shall be used as a time share unit, apartment house, boarding house, rooming house, hotel, beer parlour, resort, store, restaurant, shop or place of trade or business; provided however, that this restriction shall not prevent physicians, lawyers, writers, artists or other professional men or women from having their offices or studios on the Lots.
- 3.7 No Unfinished Exteriors. No Improvement shall be allowed to remain with an unfinished exterior for a period longer than one year (weather permitting) after the date of approval of the building plans by Silverado.
- 3.8 No Unfinished Landscaping. No Lot shall be devoid of proper landscaping for a period longer than 6 months (weather permitting) after completion of construction of any residence on the Lot.
- 3.9 Proper Landscaping. No lawns, ground cover, plants, shrubbery, trees or other form of landscaping shall be placed, grown or permitted on any of the Lots other than as set out in Exhibit 1.
- 3.10 No Boats or Mobile Homes. No boat, camper, mobile home, commercial or recreational vehicle, travel trailer or similar equipment should be parked, placed



or stored upon any Lot except during an overnight guest visit, unless such boat, camper, mobile home, commercial or recreational vehicle, travel trailer or similar equipment is placed in a storage structure and no house trailer or doublewide or industrial camp building shall be erected, placed or stored on any Lot at any time. No mobile home, modular home or trailer shall be placed, maintained or occupied on any lot as a residence unless for the sole purpose of loading or unloading and in such case for a period of no longer than 4 days.

- 3.11 No Livestock. No poultry, swine, sheep, horses, cattle or other livestock shall be kept or permitted upon any of the Lots except for dogs, cats or other small pets, and no such pets as are permitted shall be allowed at large beyond the boundaries of the Lot owned by the owner of such pets.
- 3.12 Tree Removal. No owner of a Lot shall remove trees with a trunk exceeding 4 inches in diameter measured one foot from the ground from any Lot unless such tree is on the building site of the owner and plans for construction have been approved by Silverado and Silverado has consented to the removal.
- 3.13 No Offensive Material. No combustible or flammable material shall be stored upon a Lot in quantities exceeding those reasonably necessary for residential use.
- 3.14 Excavation. No grading, excavation, construction, or other work shall be carried out upon a Lot which would interfere with, or alter in any way, the natural or established drainage system thereon.
- 3.15 No All-Terrain Vehicles. No motorcycles, trail bikes or other all-terrain vehicles of any description shall be operated on a Lot.
- 3.16 No Signs. No exterior or interior signs, advertisements or billboards of any kind shall be placed or exhibited in any manner on or about a Lot, provided that the occupant of any Lot may post a sign in the form approved by Silverado (for so long as it owns a Lot) showing the name of the occupant of the Lot, and also a sign advertising a Lot and any improvements thereon for sale or lease.
- 3.17 Screening. No air-conditioning units, clotheslines, fixtures, radio or transmission towers, satellite dishes, swimming pool fixtures or storage piles shall be located on the roof of any structure on a Lot or shall be maintained on a Lot or any part thereof unless screened by walls or plantings or other adequate screens in such a manner as to conceal them from view from neighbouring Lots and streets.
- 3.18 No Incinerators. No outside incinerators or other equipment for the disposal of garbage, trash, or other waste shall be used.
- 3.19 Maintaining Improvements. No landscaping or improvement situated upon a Lot nor unimproved part of any Lot shall be permitted by any owner of such Lot to become unkempt or to fall into disrepair.
- 3.20 Damage to Improvements. No Improvement which has been partially or totally destroyed by fire, earthquake or otherwise shall be allowed to remain in such



state for more than three months from the time of such destruction.

#### 4. APPLICATION OF CERTAIN PROVISIONS

##### 4.1 The provisions of paragraphs:

- 2.2 (Builders)
- 3.1 (Submission of Plans)
- 3.3 (Design Guidelines)
- 3.4 (Single Family Residence Only)
- 3.5 (No Subdivision or Consolidation)
- 3.6 (No Business Use)
- 3.9 (Proper Landscaping)
- 3.10 (No Boats or Mobile Homes)
- 3.12 (Tree Removal)
- 3.13 (No Offensive Material)
- 3.14 (Excavation)
- 3.15 (No All-Terrain Vehicles)
- 3.16 (No Signs)
- 3.17 (Screening)
- 3.18 (No Incinerators)

shall not apply to Lot A Block 72 Comox District Plan VIP72239 Except Part in Plans VIP77537, VIP78754, VIP82174, EPP58875, EPP59150, EPP65702, EPP69356 and EPP77048.



Exhibit 1 – Guidelines



***Resort & Golf Community***

*Developed by SILVERADO LAND CORP.*

***Design Guidelines***

***Greystone Estates*** - Revised February 16, 2021

*Come for a Tee Time.....Stay for a Lifetime.....*



# *Welcome to Crown Isle Resort & Golf Community*

**I**N order to achieve the long term vision of both the Greystone Estates subdivision and Crown Isle Resort & Golf Community, we have prepared the following Design Guidelines so that both the homeowners and the developer, Silverado Land Corp. (“**Silverado**”) can benefit from the high residential building standards.

Crown Isle is a high-quality urban community developed by Silverado Land Corp. The Community is located within the boundaries of the City of Courtenay. The 871-acre site consists of two integrated components – **a world class, full-service Destination Golf Resort and a comprehensive Master Planned Residential Community**. The development includes an 18-hole championship golf course with a 48,000 sq. ft. clubhouse with all the amenities, single & multi-family home sites, existing and future commercial center along with exquisite on-site accommodations consisting of 88 Villas with the option of a fractional ownership program. When complete, the Crown Isle community will have approximately 2700 living spaces integrated with 80 acres of developed commercial property. Silverado is committed to the creation of a beautiful setting in which to enjoy the best of **Canada’s West Coast Lifestyle**.

The heart of the community is an 18-hole championship golf course designed by Graham Cooke and Associates. Crown Isle’s master plan carefully integrates housing with the golf course and open space in small neighborhood clusters to ensure the maximum privacy, safety and amenity for all homeowners. Golf course views throughout the development are available for all to enjoy. High standards will be ensured from the ground up through the comprehensive planning process, attention to detail, and our quality assurance program outlined for home construction.

The purpose of the Greystone Estates Design Guidelines is to ensure a sense of design continuity for the entire development. Such continuity enhances land values, provides a visually appealing living environment and encourages design creativity within a consistent framework. These Design Guidelines will help to maximize the market potential of Crown Isle and Greystone Estates by ensuring:

- *effective high-quality standards*
- *integrated streetscape and home design*
- *design continuity throughout the subdivision*
- *excellent living conditions*

Our approach offers variety and choices for individual home sites while ensuring that each home contributes to the overall look and feel of the community. Silverado will assist all homeowners by assigning an **Approving Committee** to co-ordinate and manage each step of the approval process. The Approving Committee is for the benefit of all individual homeowners and Silverado. Their purpose is two-fold: to ensure the ongoing relevance and applicability of the Design Guidelines through revision and amendment as deemed necessary; and to review all proposed Buildings and Improvements as a means to ensure compliance of the Design Guidelines as outlined.

To ensure that the Greystone Estates Design Guidelines are adhered to, a **\$5,000 compliance fee** is to be paid to Silverado when the Lot is purchased. Non compliance with these Design Guidelines may result in the loss of the \$5,000 fee. This compliance fee will be returned after final approval of completed construction and landscaping by Silverado’s Approval Committee.



# *How To Use This Guideline*

## **DESIGN GUIDELINE OBJECTIVES**

Design Guidelines are the mechanism which contributes to the assurance of a high level of quality design and construction in the Greystone Estates subdivision.

This document must be read in conjunction with the Statutory Building Scheme and its schedule of restrictions. The Statutory Building Scheme is a restrictive covenant on title of each individual property.

## **DESIGN REVIEW PROCESS**

- a) An owner (“or agent / builder”) shall submit for a preliminary consultation, an initial proposal for the type of housing and landscaping being contemplated. This will allow the owner (agent / builder) to become aware of any design considerations that are particular to the site. **(See Appendix “D”)**
- b) **For the final approval, the owner (agent / builder) shall submit a final copy of the following information to the Approving Committee (the Approving Committee is a group designated by Silverado).**
  - 1. **Drawing of the house plans including all elevations.**
  - 2. **A site plan identifying all the information relating to the dimensions of the lot and building, siting of the building on the lot, the proposed and existing elevations at each corner of the proposed building plus the finished grade of each of the lot corners. The site plan should also identify the location and slope of the driveway.**
  - 3. **A landscaping plan to a rough scale including names and location of all trees and shrubs. If a fence or shed is planned a sketch showing the location, style and finish must also be presented for approval.**
  - 4. **A drainage and lot grading plan along with sedimentation and erosion control plan.**
  - 5. **A complete House Plan Approval Application form (Appendix “B”) for house plan approval indicating colours, materials and other specific information as requested on the form. Sample colours must be provided.**
  - 6. **A professional site survey completed by a BC Land Surveyor.**
- c) The Approving Committee shall review this submission and, in written form, recommend approval or alterations that must be made to ensure adherence to these guidelines.
- d) The owner (agent / builder) can make submission for a building permit (to the City of Courtenay) after approval is granted by the Approving Committee. Any subsequent changes by the owner (agent / builder) from plans approved by Silverado must be submitted to Silverado in writing or by email and must be approved in writing or by email by the Approving Committee.
- e) Prior to commencement of house construction, the owner (agent / builder) is to advise Silverado of any damages to lot services, curbs, sidewalks or roadways on or adjacent to the lot or other unacceptable situations concerning the lot.



Photos of any damage should be included. Failure to contact Silverado will be deemed to indicate satisfaction with the condition of the lot.

- f) Silverado Land Corp. or a designee from its Approving Committee will carry out on-site inspections during construction to ensure compliance with approved plans. Changes to the approved design must be submitted in writing or by email for approval by the Approval Committee. Changes or non-compliance will result in a loss of a portion or all of the Compliance Fee **in addition to other remedies available to Silverado Land Corp.**

Changes required by the municipality during construction must be submitted by the owner (agent / builder) to the Approving Committee who may require further amendments in order to allow for municipally required changes without detriment to the overall development.

External appearance of the building and / or addition must be complete within one year from the date of approval of the building plans by the Approving Committee.

Upon completion of the house and all required landscaping, the owner (agent / builder) shall request a final inspection by Silverado.

A deposit release shall be issued if construction and landscaping is in compliance with the approved drawings, or the owner (agent / builder) will receive a list of deficiencies to be completed before the security deposit is released.



## USE OF HOUSE PLAN REVIEW SERVICES

The applicant acknowledges that the house plan review is provided as a service and that the developer and its Approving Committee assume no responsibility for the accuracy of the information provided, or for any losses or damages resulting from use thereof.

The applicant further acknowledges that he will hold the developer and the members of its Approving Committee harmless from any action resulting from the use of this information.

The approval is subject to the Design Guidelines and the following:

1. This sheet must be signed by the owner (agent / builder) and the Approving Committee (agent) prior to Building Permit Release.
2. The exterior finishes, detailing, and overall appearance of the completed building will be indicated on the approved drawings, sample board and this sheet. Any revisions must be submitted to this office for review and approval. Any departure from the approved drawings without prior approval may result in the loss of all or a portion of the Compliance Fee **in addition to other remedies available to Silverado Land Corp.**

## CONDITIONS OF APPROVAL

Legal Description \_\_\_\_\_ Civic Address \_\_\_\_\_

### CONDITIONAL APPROVAL

### FINAL APPROVAL

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

Owner (Agent) \_\_\_\_\_ Owner (Agent) \_\_\_\_\_

Phone: (W) \_\_\_\_\_ (H) \_\_\_\_\_

Approving Committee (Agent) \_\_\_\_\_ Approving Committee (Agent) \_\_\_\_\_

Recorded by: \_\_\_\_\_ Recorded by: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_



## CROWN ISLE BUILDING APPROVAL PROCESS

1. REGISTRATION OF TITLE AND COMPLIANCE / LANDSCAPING DEPOSIT (\$5,000)
2. PRELIMINARY CONSULTATION
3. PREPARE HOUSE PLANS
4. APPLICATION TO SILVERADO (APPROVING COMMITTEE)
5. ACCEPTANCE OF PLANS - OR - REJECTION OF PLANS
6. APPROVED
7. BUILDING PERMIT APPLICATION (CITY OF COURTENAY)
8. CONSTRUCTION
9. FINAL INSPECTION
10. APPROVAL OR REJECTION
11. REQUEST FOR REFUND OF DAMAGE DEPOSIT
12. REFUND OF DEPOSIT

***Please note:***

***Silverado's agent (the Approving Committee) reserves the right to grant approvals beyond the parameters contained herein when it is deemed to be in the best interests of the community.***



# ***GUIDELINES***

## ***FOR THE LOT***

### **ARCHITECTURAL THEME**

The design of the dwelling units should follow a West Coast / Craftsman / French Country / Modern Farmhouse styling and contain enough variety to create interest while at the same time achieving a balanced harmony of forms, colours, and themes. The dwelling units should compliment the neighbourhood by avoiding overpowering shapes and volumes, providing smooth transitions between different styles and protect the privacy of neighbouring living areas where possible.

### **SITING AND SETBACKS**

The siting of each house shall take into consideration the natural characteristics of the lots, existing tree cover and the relationship to the street and neighbouring houses. Over-shadowing neighboring houses and yards should be avoided when possible.

Minimum setbacks for the principal building within Greystone Estates are:

Front:	6.0 metres	19.69 (feet)
Side:	1.5 metres	4.92 (feet)
Side:	Corner Lot	
	3.0 metres	9.84 (feet)
Rear:	7.5 metres	24.61 (feet)

The height of a proposed home is determined by the City of Courtenay Building by-laws as well as the approval of Silverado's Approving Committee who will take into consideration the overview and overshadowing of neighbouring housing.

**It is the owner's (agent's / builder's) responsibility to identify the location of easements and right-of-ways and to comply with the setback requirements established by Silverado and the City of Courtenay.**

To create an interesting streetscape and maximize privacy, Silverado may establish specific setback requirements on an individual basis during the design approval process. Silverado has established setback requirements for all lots. It will be the responsibility of the owner to check these setbacks during the first stage of the approval process.

**Accessory buildings** where permitted, shall comply with the minimum setback requirements set out by the City of Courtenay Zoning by-laws and must receive approval from the Approving Committee as to the design, finish and location on the Lot.



## **SITE COVERAGE: HOME SIZES AND TYPES**

All homes must meet the following minimum standards and must fall in one of the four allowable categories of homes listed below.

**Two Story Homes:** A minimum finished living area of at least 2,000-sq. ft. is required excluding the garage. Finished main floor living area shall be at least 1,500 sq. ft. **No basement entry homes are permitted.**

**Story & A Half:** A minimum finished living area of 2,000 sq. ft is required excluding the garage. The main floor area shall be at least 1,500 sq. ft. This type of home is lower in profile than the two-story home. The roof begins at the one-story level with the roof pitch high enough to allow headroom in about one half of the second floor.

**Split Level Homes:** A minimum finished living area of at least 1,800-sq. ft. is required excluding the garage.

**Ranchers:** A minimum finished living area of at least 1,600-sq. ft. is required excluding the garage.

**\*\*Silverado reserves the right to refuse a submission that does not meet the requirements.**

## **LOT GRADING AND RETAINING WALLS**

Drainage and grading plans must be submitted along with an Erosion and Sediment Control Plan (conforming to Appendix "A") prior to construction. No mud, silt or silty water may be discharged into the storm drains, ditches, lake or roads. Lot grading is to follow the natural slope of the land and / or the engineering grading plan. Installation of storm drainage on the perimeter of the property may be necessary. Lot slopes should be absorbed within the building massing as much as possible (i.e. Stepped foundations and floor levels) to minimize the need for grades steeper than 3:1. **It is the responsibility of the high side property owner to provide proper retaining when required. It is also the responsibility of the high side property owner to mitigate surface water runoff on to the lower property.**

House excavation or construction shall not be allowed to undermine the slope stability of any sidewalk or roadway base. If excavation or construction near a sidewalk or roadway base is unavoidable, appropriate temporary and/or permanent earth retention will be required. Additional measures may be required regarding foundation walls where service easements exist on the lot.

Where retaining walls are required along side and/or rear lot lines, split-face Allan Block at a 6-degree pitch will be required. Other forms of retaining including blast rock, natural stone, etc. will be considered within overall landscape plans that might include some tiering within the front or rear yards.

Retaining walls will be limited to an exposed height of 1.2 metres (4 feet) unless it can be proven that a higher wall is necessary. If so, a stepped form shall be used to reduce the walls visual mass. All retaining walls and their footings are to be within property lines.

Drains may be required in some instances, particularly in rear yards, and this possibility should be addressed during the preliminary planning stages. **All required retaining including materials to be used, must be approved by the Approval Committee before construction.**



# ***GUIDELINES***

## ***FOR THE HOUSE***

### **EXTERIOR DESIGN**

An overall quality standard in Greystone Estates will be maintained through variation in individual house designs, repetition of some architectural elements and use of a uniform quality of material.

Special attention to consistency in the exterior treatment of the house is necessary. **Detailing which is important to the design's integrity is considered essential and should not be omitted for budget reasons.**

### **EXTERIOR SIDING**

In general, materials used on the front of the house should be used on all other faces of the building. Wood, stone, hardiplank or combinations of these materials are encouraged. A minimum of three textures is required. Wood siding or hardiplank is to be applied either horizontally or vertically and in the same direction on all elevations with the exception of horizontal hardiplank transitioning to board & batten.

Stucco may be used but with a heavy textured finish only. Swirled or other obvious patterned stucco finishes are not acceptable. Stucco houses, as well as wood finished homes, require special detailing for the window and door treatment on all windows and doors visible from the street and the golf course.

### **WINDOWS / DOORS**

Window frames are to be in a colour complementary to exterior siding. Muntin bars must be used on all windows visible to the street with the exception of having transom windows installed above picture windows. The transom windows would still require muntin bars. Taped or artificial muntin bars will not be allowed. Two story bay windows shall not be permitted on the front facade.

Front doors will be relief panel doors of solid construction or glass-paneled doors painted or stained to complement the exterior finish. Exterior architectural lighting shall be one or more matching custom fixtures on each house. Door hardware should complement the architectural lighting and house numbers. Samples must be submitted for approvals.

### **EXTERIOR TRIM**

Trim boards used around windows and doorways shall be finished in a complementary colour. Larger trim boards are required (minimum 6"). Corner moldings and other architectural elements used on the front of the house shall be used on all other faces of the building. Minimum 10" belly bands are encouraged adjacent to grade. False front treatments and over embellishment of the front entrance will not be allowed.

### **STONE ACCENTS**

Accent stone must turn the corner 0.61-m (2.0-ft.) or meet the chimney. Any variations of this due to construction details must be approved before construction. The colour and pattern of stone must blend or be complimentary with the siding. Stone shall be neutral and even toned. Strong reds, black or white are not allowed. Natural stone is encouraged but cultured stone will be considered; multi-coloured stone is not permitted.



## CHIMNEYS / EXTERIOR VENTING

Chimneys in the front half of the house must be framed and finished with stone, siding or stucco to match finish of the house.

No cantilevered chimneys are allowed. The framing shall be taken down to finish grade.

The exposed portion of the metal “A” vent, which appears above the framing, must be kept to the minimum height allowed by the code. The “B” vent shall be located on a rear slope or wherever it is least visible to public view. “B” vents that, due to serious planning constraints, must appear on a front slope shall be located close to the ridge. Any “B” vent over 3’0” high on a front or back slope shall be framed and finished with brick, stone, siding or stucco to match the finish of the house.

## FOUNDATION WALLS

Exposed concrete foundation walls are not to exceed 0.45 metres (18 in.) in height. Exposed surface to be ground smooth, filled with cement, washed or parged finish. Minimum 10” belly bands are encouraged adjacent to grade. Elevations from the curb to the main floor shall not exceed 3’0”. **All elevations must be approved by the Approving Committee before the start of construction.**

## HOUSE COLOUR

In general, the appearance of quality in the development will be maintained by not using bright, garish colours. Only the use of natural colour tones in stucco or stains on cedar siding or Hardiplank and/or other new approved products with complementary trim are acceptable. Repetition of identical colour schemes within a **2-lot radius** on the street will be rejected. House colours must be approved by the Approving Committee before construction.

## ROOFING / OVERHANGS

Concrete tiles, cedar shake, cedar shingle, Enviroshake, Enviroshake rubber panels and/or other new products approved by Silverado will be allowed. Roof colors must be neutral, even-toned colours. Duroid or metal is not allowed. However metal roof accents will be considered if complimentary to the design of the home. The roof pitch must be between **8:12 and 12:12** with the majority of the pitch being the same. Roof materials and colour must be approved by the Approving Committee before construction.

Overhangs to be a minimum of 24 in. on the main level with a minimum 1x4 on 2x10-in wood fascia combined with 18-in. soffit and 1x4 on 2x10-in wood fascia on the upper level. Wider fascia boards are encouraged. A unique roof design may result in a variation of the above. Fascia boards may be eliminated if a special gutter incorporating a fascia feature is used. The construction of soffits is to be of the same material as the exterior of the home or an alternate of aluminum, cedar or vinyl. Any variation of the above must be approved by the Approving Committee before construction.

All roof stacks, flashing, etc. are to be painted brown or other approved colour to make them as inconspicuous as possible. Gutters and rainwater leaders and soffits are to be finished in a compatible colour.

## SOLAR PANELS

Solar panels incorporated into the roofing layout of the primary building, pergolas and other structures are allowed on a case-by-case basis approved by the Approving Committee. Currently only solar panels adhered to the actual concrete roofing tiles will be approved as part of the roofing system on the primary building on the lot. Silverado will continue to investigate new solar alternatives for future approval.



## DRIVEWAYS AND GARAGES

**Driveways are predetermined in Greystone Estates. Any changes to the location of the letdown must be approved by both Silverado and the City of Courtenay. Any changes would then be installed by the City of Courtenay at the owner's expense.**

Exposed aggregate concrete and/or interlocking pavers are mandatory and the minimum driveway slope is governed by the City of Courtenay Building Code. Stamped concrete may be considered as an alternate. All driveways are to have a minimum 16" border of contrasting material (i.e. stamped concrete, interlocking pavers, etc.). Colors and texture must be approved by the Approving Committee before construction.

All garages must be minimum double sized with **two separate off-set garage doors** rather than one double garage door and must complement the style of the house. Detached garages, which complement the house, will be considered.

Garage doors shall not exceed 8' in height unless approved by Silverado. The height of wall faces between the top of the garage and the underside of the fascia shall not exceed 2'.

Garage doors must be painted or stained in colours complimentary to the design of the house exterior. Garage door colors must be approved by the Approving Committee before construction.

## ADDITIONAL BUILDING HEIGHT AND MASSING REQUIREMENTS / RESTRICTIONS

Building height is governed by Courtenay's zoning by-laws.

The Approving Committee will consider the compatibility of the height, massing and siting of each house submitted for approval as it relates to the neighbouring houses in Crown Isle.

Special height and massing treatments are required for corner lots and those lots next to major open spaces. To take advantage of street views and to soften the visual impact:

- A) Houses on corner lots should be single story or split up from the flanking street.
- B) Houses on corner lots shall be designated to face both streets with roof and wall elements that turn the exposed corner. The opportunity to have the driveway on one side and the front entry on the other side should be considered.



# ***GUIDELINES***

## ***FOR THE STREETSCAPE***

### **REPETITION OF HOUSE PLANS / COLORS**

The same house plan may not be repeated within a **5-lot radius** on either side of a street. This would include any reversal or mirror images of house plans. Repetition of identical colour schemes within a **2-lot radius** on the street will be rejected. **All house plans and colors must be approved by the Approving Committee before the start of construction.**

### **LANDSCAPING**

Silverado requires the owner (agent / builder) to complete front, rear and side yard landscaping within six months (weather permitting) of completion of house construction. The landscaping includes topsoil, grading, sod or seeding and underground sprinkler system (front and back). Planting trees and shrubs in yards is required and includes **3 deciduous trees, minimum 2" (5 cm) caliper, minimum 8' height (2.5 m) with at least one in the front yard**, and 30 evergreen shrubs, minimum #2 pot size. Location, species and caliper of tree to be specified by Silverado prior to completion of front yard landscaping. (See Appendix "C" – Approved Tree & Shrub Selection)

Tree and shrub planting in front yards should be designed to complement the individual home and streetscape. A complete landscape plan is to be submitted outlining the name(s) and location(s) of all trees, shrubs and additional plant material plus the location of the decks(s) and/or shed where applicable. **The landscape plan must be approved by the Approving Committee before the start of construction.**

### **LOT MAINTENANCE**

Should the owner (agent / builder) elect not to proceed with construction on their lot, then the owner agrees to maintain the lot on an ongoing basis in a neat and tidy manner acceptable to Silverado Land Corp. Should the owner (agent / builder) fail to comply with this clause to the satisfaction of Silverado, then upon written notice to the owner, Silverado may, at its option commence to maintain the lot and any costs incurred shall be payable by the owner to Silverado. As an option, Silverado Land Corp will provide annual maintenance until construction commences at an annual fee predetermined each year.

### **FENCING AND HEDGES**

No fence or hedge shall be erected in the front yard of any lot except where approved by the Approving Committee. Only approved cedar fencing (As shown in Appendix "E") to a maximum height of 6' will be allowed in rear and side yards excluding lots that back onto the fairway.

On lots backing on to the fairway, approved cedar fencing will be allowed in the side yard to a maximum of 15' past the rear corner of the main dwelling. Approved wrought iron or powder coated aluminum fencing (black) will be considered in rear yards to a maximum height of 4'. All cedar fencing will be stained dark brown (Color – Cloverdale Sunfast, Greystone Charcoal) for a continuous look throughout the development. Ornamental screen shrubbery, either broad leaf evergreen or coniferous will be considered as an alternative to fencing. On lots backing onto the fairway only hedging to a maximum of 4' will be approved.

All fence decisions, location, color, and height must be approved by the Approving Committee before construction.



## **POOLS AND HOT TUBS**

All swimming pools are to be in-ground, fenced and located in rear yards only. All hot tubs are to be located in rear yards. Swimming pools, swim spas and hot tub locations and elevations **must be approved by the Approving Committee before construction.**

## **RECREATIONAL EQUIPMENT AND ACCESSORY BUILDINGS**

Trailers, boats, motor homes, commercial vehicles, recreational equipment, and other similar equipment are required to be stored inside your garage or an additional accessory building. No mobile home, modular home or any of the items listed above shall be placed, maintained or occupied on any lot unless for the sole purpose of loading or unloading and for a period no longer than 4 days.

Accessory buildings are restricted to the rear yard. Accessory buildings must be the same color and be constructed with the same siding and roofing materials as the existing house. Only one accessory building on a lot is allowed. The location, style and height of accessory buildings must be approved by the Approving Committee before construction. Accessory buildings approved on lots backing onto the golf course must be screened with approved vegetation. All service connections to accessory building must be underground. Accessory buildings should be incorporated into the house design where possible.

## **SIGNAGE**

Signs erected by an owner (agent / builder) must be approved by Silverado. Only Silverado's agent may erect large signs. Only one "For Sale" sign may be placed on the roadside of any home site.

Silverado will provide metal sign holders if required upon receipt of deposit (\$50.00). The cost of the graphics is the responsibility of the owner (agent / builder) of the lot. Upon successful sale or completion, the sign holders shall be returned to Silverado for full refund.

## **PROTECTION OF CURB, SIDEWALK AND UTILITIES**

The owner (agent / builder) is responsible for the cost to repair any damage to curb, sidewalk, roadways or service connections as a result of house construction. The owner (agent / builder) should inspect the lot prior to construction and inform Silverado and the City of Courtenay of any existing damage. Once the house is constructed, the lot and adjacent services will be inspected by the City of Courtenay to inspect if any damage has occurred. All damages will be repaired by the City of Courtenay at the expense of the owner (agent / builder).

## **APPEARANCE DURING CONSTRUCTION**

The owner (agent / builder) is required to keep the lot and the flanking street and sidewalk clean and orderly during construction. Special precautions shall be taken during construction regarding erosion and sedimentation control. Owner's (agent's / builder's) negligence shall result in the owner being charged for any clean up carried out by Silverado. No supplier or jobber signage is permitted and all windblown construction materials are to be contained. In addition, all construction sites must have an on-site portable toilet.

## **ADDITIONAL REQUIREMENTS / RESTRICTIONS**

No **heat pumps, satellite receiving devices** or other exterior devices shall be placed in or on a building or lot unless the siting and/or decibels have been approved by the Approving Committee. All heat pumps must not be visible from the street and the golf course and must be screened from view.

Garbage containers and compost bins are not to be visible from the street and the golf course and must be screened from view. No outside incinerators or other equipment for the disposal of garbage, trash or other waste shall be used. No pole mast, antenna or clothesline may be erected or installed on any lot.



## **APPENDIX “A”**

### **EROSION AND SEDIMENTATION CONTROL RECOMMENDATIONS**

The owner (agent/builder) of each lot shall be responsible to develop and implement an Erosion and Sediment Control Plan for each lot that minimizes risk of sedimentation leaving the site and entering the storm water system during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled in onsite catchment facilities and runoff water is clear. The plan should, where applicable, include:

#### **SITE PREPARATION AND MAINTENANCE**

Install gravel/crush in the driveway area of each lot at the time of excavation. All machinery/vehicles to access/leave site through graveled area only. Limit vehicle access off the paved road as much as possible including limiting to dry days when tracking of dirt/mud will be minimized. Clean dirt/mud that is tracked onto the road by vehicles by shoveling/sweeping back onto the lot.

Installation of effective erosion and sediment control measures including sediment fencing, straw bales and/or other approved methods before starting work to prevent sediment from entering the storm water system. Cover the entire length of street edge, storm drains and where any turbid water is being created with straw and/or sediment fencing. Regular inspection and maintenance of erosion and sediment control measures and structures during the course of construction should occur along with continual repairs and/or replacement to ineffective mitigation measures to erosion and sediment control if damage does occur.

Measures should be installed for managing both water flowing onto the site, as well as water being pumped/diverted from the site. Builders must ensure sediment is filtered out prior to the water entering the storm water system. For example, pumping/diversion of water to a vegetated area, construction of a settling basin or other filtration system.

Construct sumps and check dams in any ditches on site which should be constructed of clean coarse rock or straw bales. Geotextile fabric can be used to strengthen dams and provide some filtration as well. At all costs we need to avoid directing turbid water into the storm drains. Contain turbid water within the site as much as possible.

Ensure measures are in place for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, uprooted or cut trees/plants, accumulated debris) above the high-water mark of nearby waterbodies to prevent re-entry.

Conduct earth works during dry conditions whenever possible (i.e. when no surface water run-off is present) and cover as much as possible any spoil piles especially the base, with poly sheeting or tarps. Remove all spoil piles as soon as the weather and site conditions permit.

#### **HEAVY RAIN EVENTS**

During heavy rain events, special attention should be given to ensuring all measures outlined above are working effectively to disperse and dissipate or contain water that is pooling and flowing into the storm drain system.

During heavy rain events avoid operating heavy equipment/machinery on the exposed soils. Heavy equipment use should cease when soils are saturated and surface water is pooling and/or flowing from the exposed soils. Use of heavy equipment should not recommence until soils are sufficiently dry so that no run-off is occurring from the exposed soils or machines causing hydraulic lifting of mud (fine sediment particles).



## APPENDIX "B"

### Silverado Land Corp.

#### House Plan Approval Application

**Subdivision:** Greystone Estates

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

**Building Lot#** \_\_\_\_\_ **Subdivision Plan#** \_\_\_\_\_ **Civic Address:** \_\_\_\_\_

**Compliance Fee (\$5,000)**    Date Received: \_\_\_\_\_ Date Refunded: \_\_\_\_\_

**Applicant:** \_\_\_\_\_ **House Type**  
Address: \_\_\_\_\_ Rancher    Storey & ½    Two Storey    Split Level  
Phone: \_\_\_\_\_ / \_\_\_\_\_ Square Feet \_\_\_\_\_ / \_\_\_\_\_  
Email: \_\_\_\_\_ Ground Floor    2<sup>nd</sup> Floor    Total

**Builder:** \_\_\_\_\_ **Siding:** \_\_\_\_\_  
Contact: \_\_\_\_\_ Material: \_\_\_\_\_  
Phone: \_\_\_\_\_ / \_\_\_\_\_ Colour: \_\_\_\_\_  
Email: \_\_\_\_\_

**Roofing**    Main Pitch \_\_\_\_\_ **Trim**  
Material: \_\_\_\_\_ Material: \_\_\_\_\_  
Colour: \_\_\_\_\_ Colour: \_\_\_\_\_

**Chimney**    Yes/No    Colour: \_\_\_\_\_ **Rockwork or Brick**  
Soffit: \_\_\_\_\_ Colour: \_\_\_\_\_ Type: \_\_\_\_\_  
**Garage Door**    Colour: \_\_\_\_\_

Style: \_\_\_\_\_  
Colour: \_\_\_\_\_ **Landscaping**  
Driveway Material: \_\_\_\_\_ Site Drawing: \_\_\_\_\_  
Walkway Material: \_\_\_\_\_ **Retaining Wall**  
Material: \_\_\_\_\_ Colour: \_\_\_\_\_

**Heat Pump** **Fencing**  
Type: \_\_\_\_\_ Material: \_\_\_\_\_ Colour: \_\_\_\_\_  
Location: \_\_\_\_\_ **Accessory Building / Shed**    Yes / No

#### Owner / Agent

I am fully aware of the Building Scheme and Design Guidelines associated with my property within Crown Isle Resort & Golf Community.

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

Witness: \_\_\_\_\_ Signed: \_\_\_\_\_



## APPENDIX “C”

### Silverado Land Corp. - Approved Tree & Shrub Selections

(Deer & Rabbit Resistance Varied)

#### **Trees – Mature Height 30’ +**

Ash  
Beech Varieties  
Birch Jaquomonti  
Catalpa  
Fir  
Hemlock  
Katsura Varieties  
Liquid Amber Varieties  
Maple Armstrong  
Maple Crimson King  
Maple Crimson Sentry  
Maple Drummondii  
Maple Emerald Queen  
Maple October Glory  
Maple Red Sunset  
Maple Royal Red  
Mountain Ash Varieties  
Nordman Spruce  
Pin Oak  
Pine Varieties  
Red Oak  
Sequoia Varieties  
Sour Gum  
Tulip Tree  
Western red Cedar  
Willow Varieties

#### **Evergreen Hedging – Tall**

Emerald Cedar (Needs Deer Protection)  
English Laurel  
Leylandii Cypress  
Portuguese Laurel  
Western Red Cedar  
Yew (Needs Deer Protection)

#### **Hardy Shrubs**

Azalea  
Barberry  
Blueberry  
Blue Star Juniper  
Boxwood  
Burning Bush  
Butterfly Bush  
Camellias  
Creeping Junipers  
Daphne  
David’s Viburnum

#### **Trees – Mature Height 20’ – 30’**

Magnolia Evergreen Varieties  
Crab Apple Varieties  
Japanese Maple Varieties  
Beech Varieties  
Dogwood Varieties  
Flowering Apple  
Flowering Cherry  
Flowering Pear  
Ginko Varieties  
Katsura Varieties  
Laburnum  
Lilac Ivory Silk  
Liquid Amber Varieties  
Magnolia Deciduous Varieties  
Maple Kelly’s Gold  
Maple Negundo  
Maple Paperbark  
Maple Crimson Sentry  
Mountain Ash Varieties  
Pine Varieties  
Redbud  
Saskatoon Autumn Brilliance  
Serbian Spruce  
Silk Tree  
Tallia Fastigiata  
Willow Varieties

#### **Evergreen Hedging - 4’ – 10’**

Boxwood  
Japanese Holly  
Holly Blue Girl / Blue Boy  
Nandina Moonbay or Gulfstream  
Osmanthus Burkwoodii, Delavayi or Goshiki  
Russian Laurel

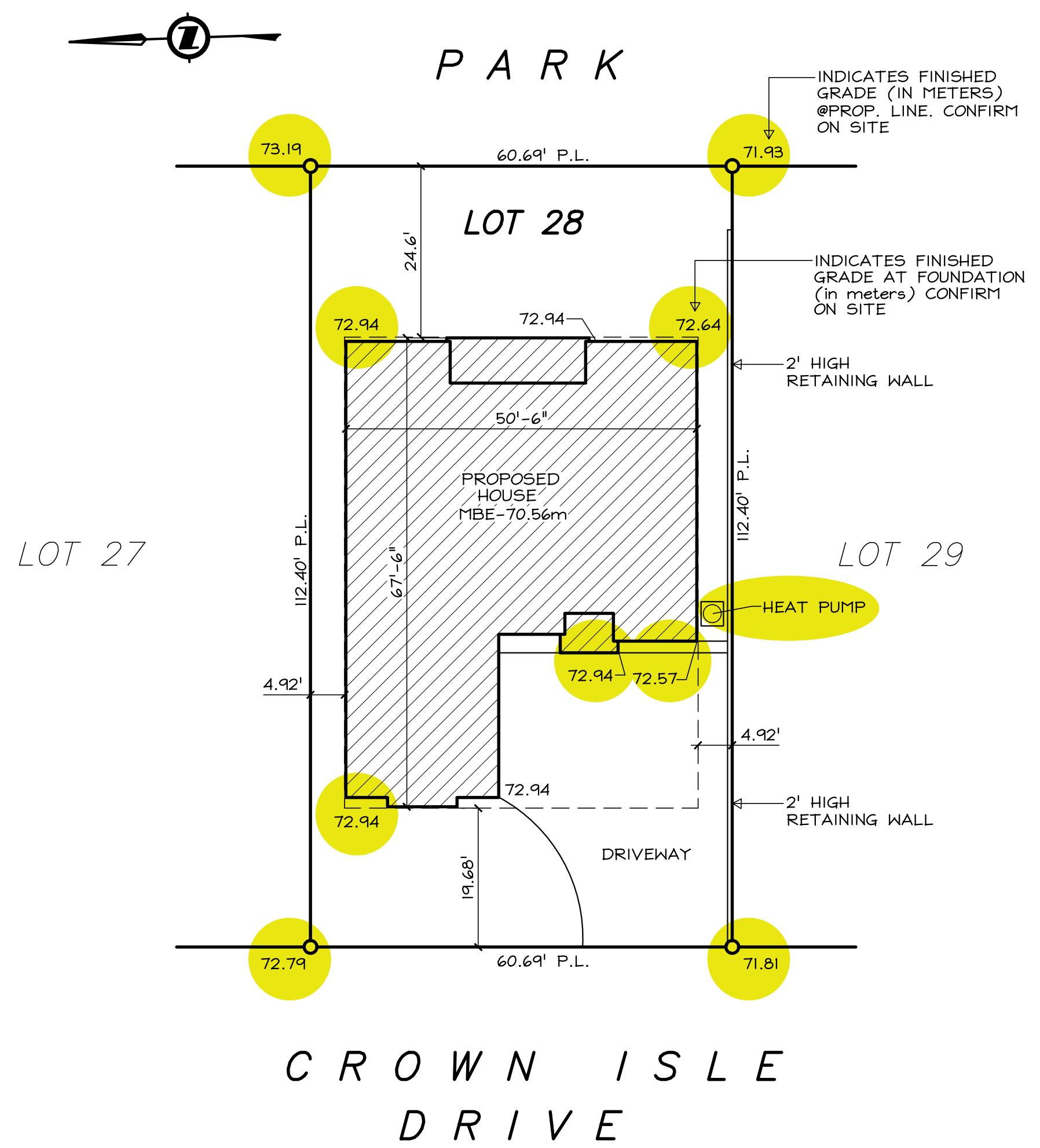
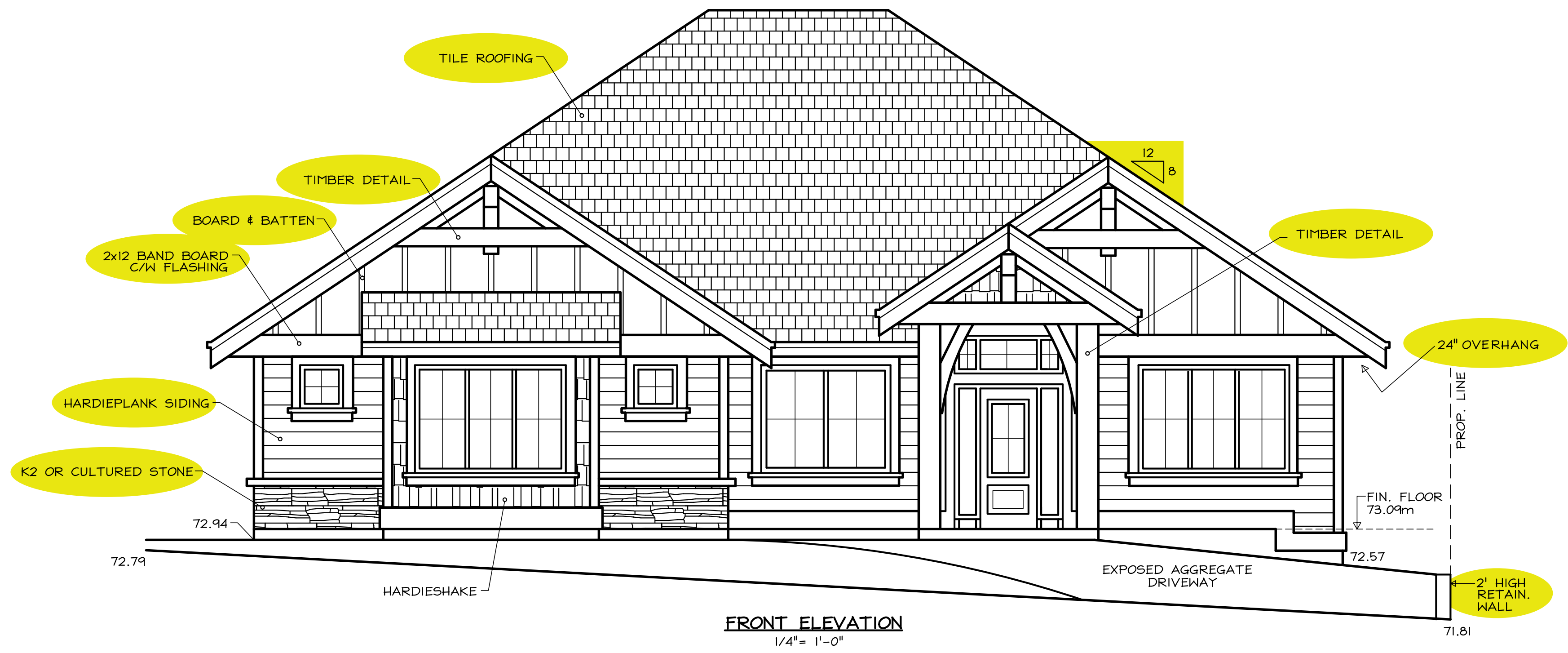
#### **Trees – Mature Height 10’ – 20’**

Beech Varieties  
Birch Youngii Weeping  
Birch Youngii Contorted  
Camelia  
Caragana Weeping  
Crabapple Weeping  
Dogwood Varieties  
Fringe Tree  
Ginko Varieties  
Japanese Maple Varieties  
Japanese Snowball  
Japanese Stewartia  
Laburnum Weeping  
Magnolia Deciduous Varieties  
Magnolia Evergreen Varieties  
Pine Varieties  
Willow Varieties

Hydrangea  
Rhododendrons  
Skimmia  
Smoke Bush  
Spirea  
Tall Oregon Grape



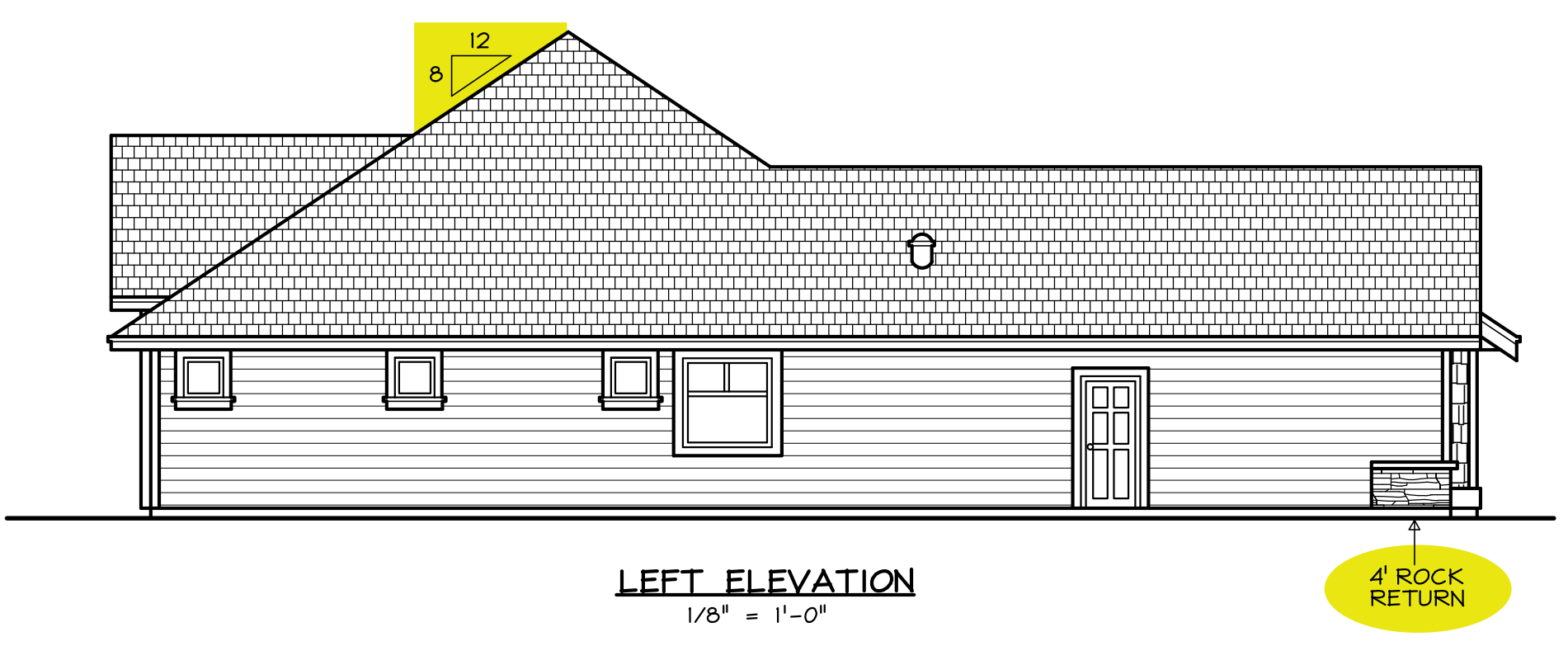
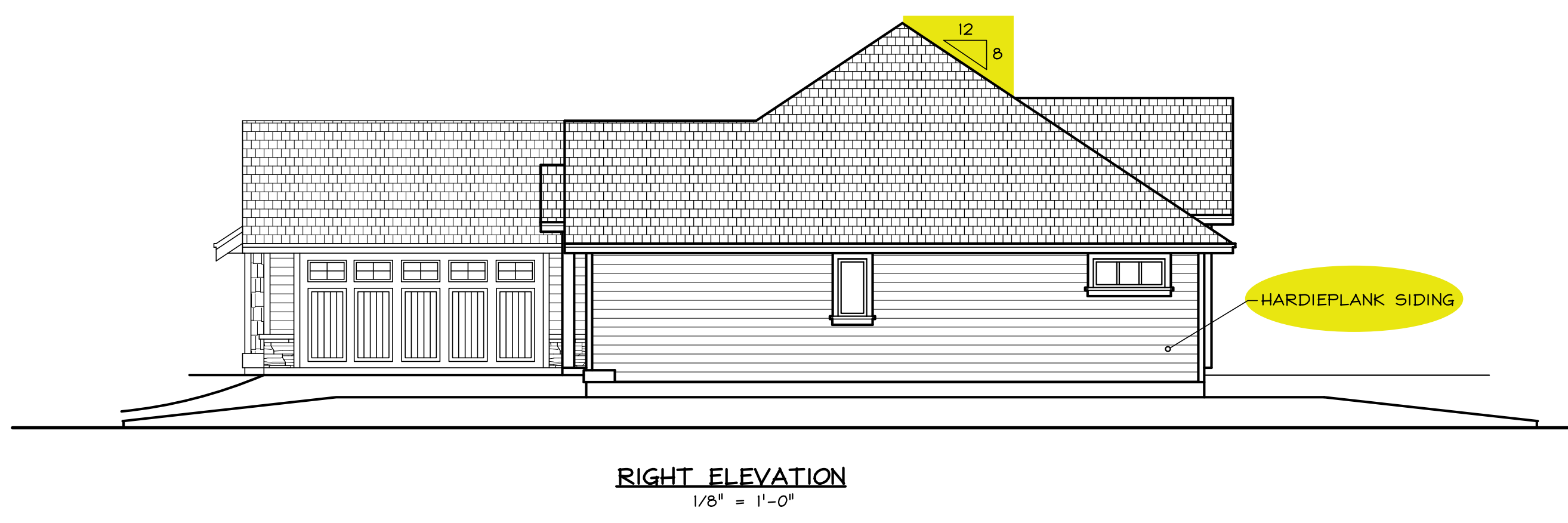
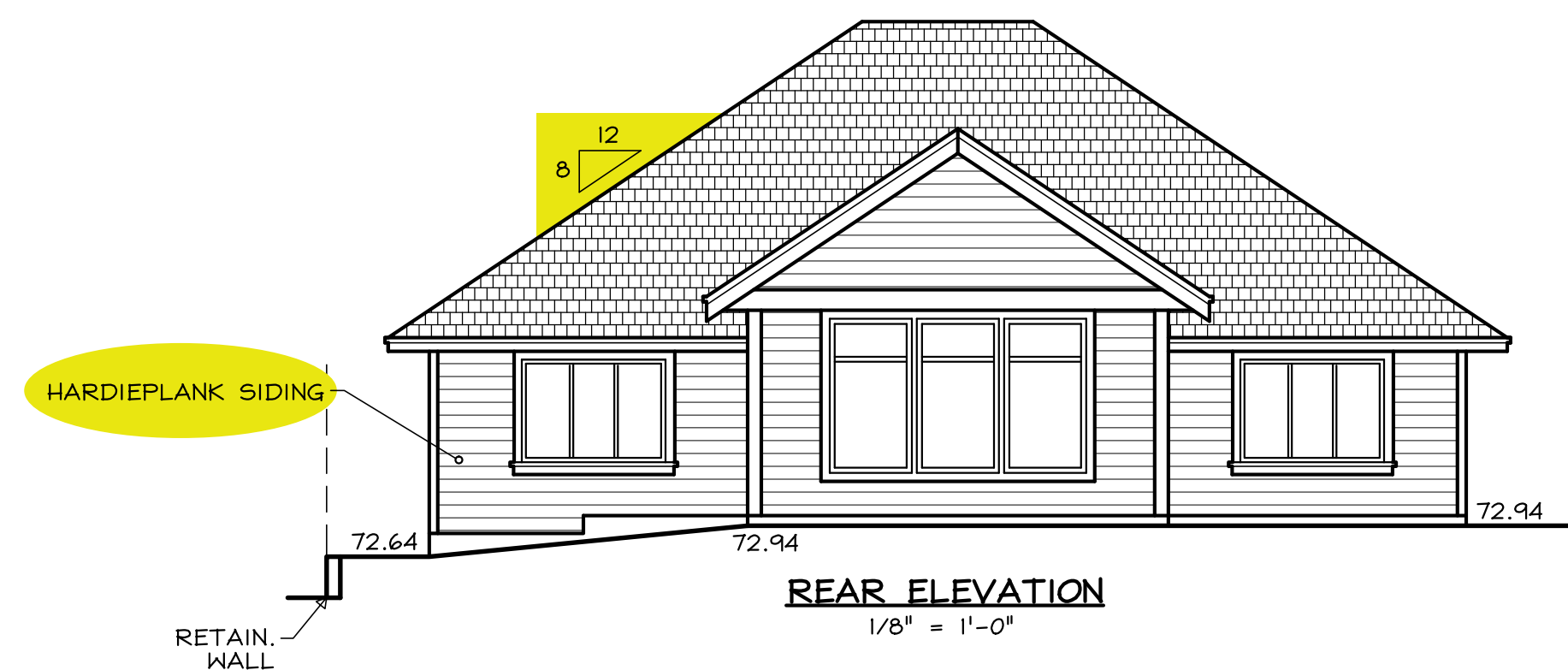
APPENDIX D



\*NOTE\*

Required Elements for Preliminary Approval

1. Finished grade at corner pins
2. Finished Main Floor elevation
3. Elevation finish details
4. Roof pitch
5. Heat Pump location (if applicable)
6. Any retaining walls (if applicable)
7. Proposed finished grade from the front street
8. Rock returns
9. Soffit overhangs



**D. Bell Designs**  
EXCELLENT TECHNOLOGY, DESIGN & COMMUNICATION

Phone: (250) 338-2748  
email: dorin.bell@shaw.ca

client:

Date: Dwn: Dwg. No:



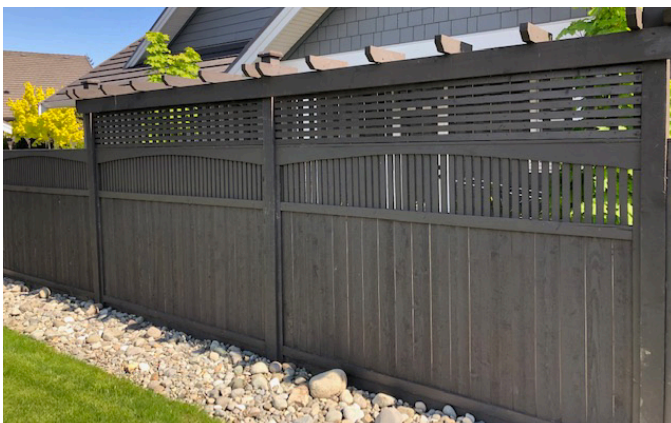
# APPENDIX E

## FENCING AND HEDGES

No fence or hedge shall be erected in the front yard of any lot except where approved by the Approving Committee. Only approved cedar fencing (As shown below) to a maximum height of 6' will be allowed in rear and side yards excluding lots that back onto the fairway.

On lots backing on to the fairway, approved cedar fencing will be allowed in the side yard to a maximum of 15' past the rear corner of the main dwelling. Approved wrought iron or powder coated aluminum fencing (black) will be considered in rear yards to a maximum height of 4'. All cedar fencing will be stained dark brown (Color – Cloverdale Sunfast, Greystone Charcoal) for a continuous look throughout the development. Ornamental screen shrubbery, either broad leaf evergreen or coniferous will be considered as an alternative to fencing. On lots backing onto the fairway only hedging to a maximum of 4' will be approved.

All fence decisions, location, color, and height must be approved by the Approving Committee before construction.



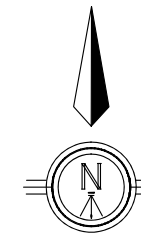






PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT  
BCGS 92F.076

BOOK OF REFERENCE	
PARCEL	AREA
PART 25 PLAN EPP97226	5.0 SqM
PART 26 PLAN EPP97226	5.0 SqM
<b>TOTAL SRW AREA</b>	<b>10.0 SqM</b>



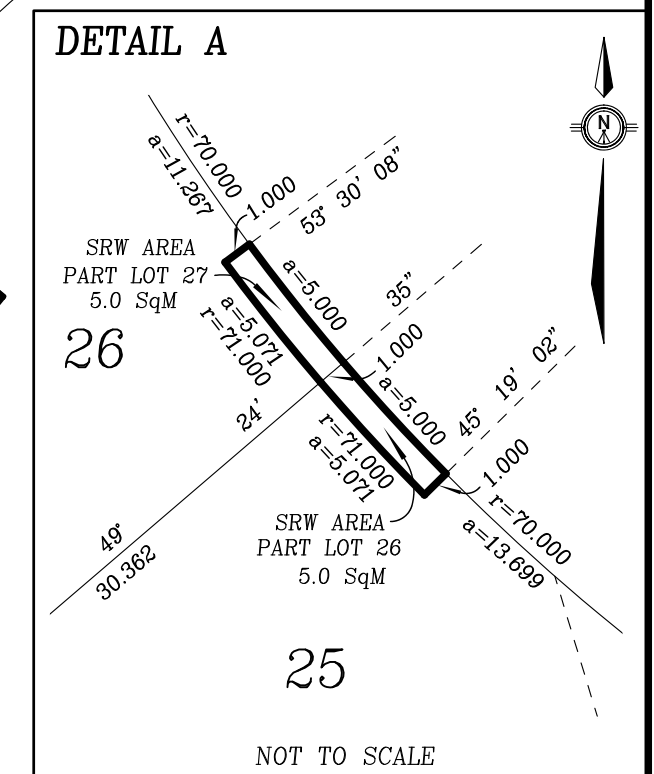
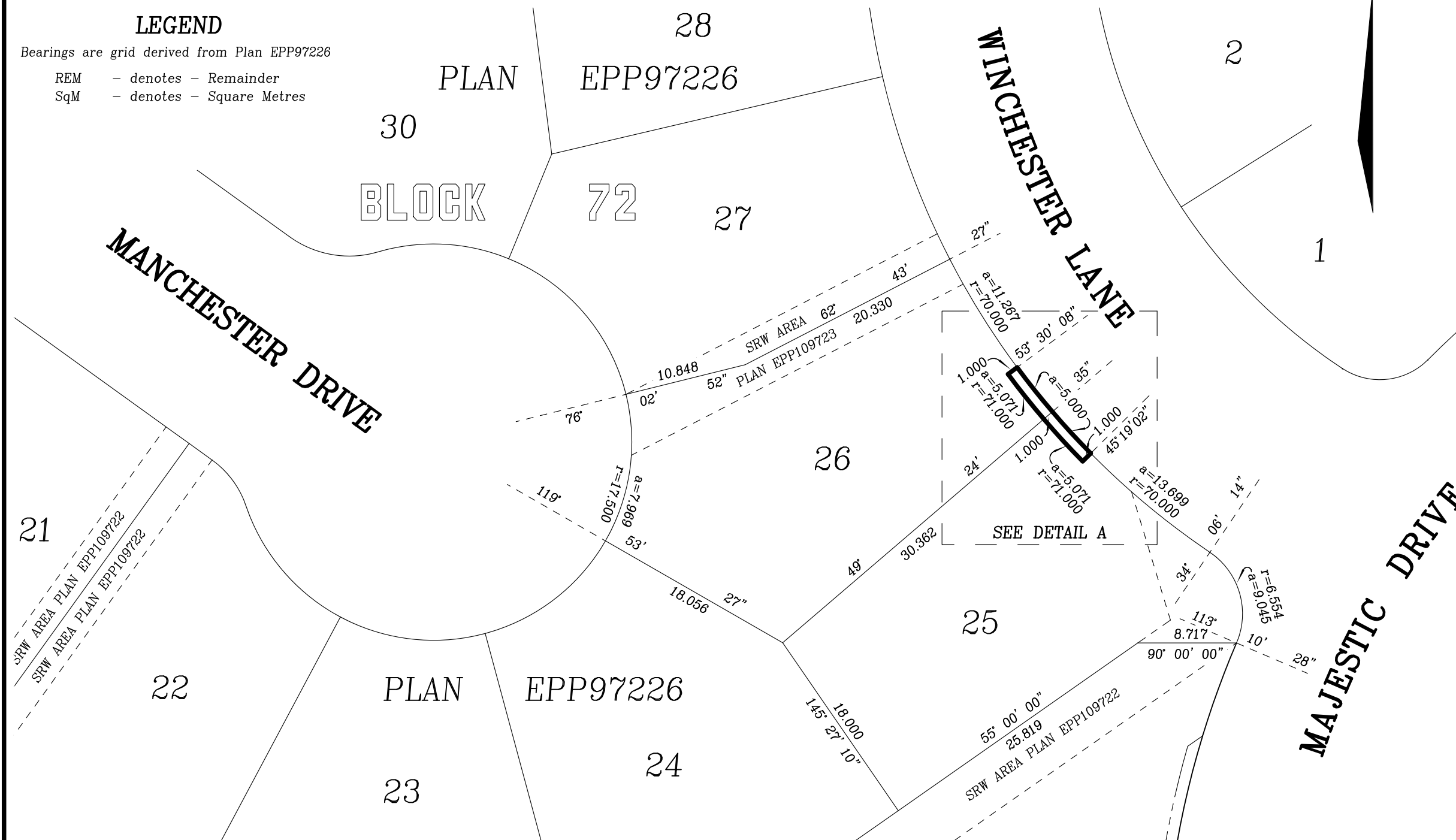
# PLAN EPP109728

## PRO- FORMA

### LEGEND

Bearings are grid derived from Plan EPP97226

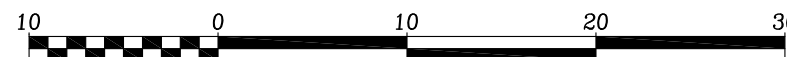
REM – denotes – Remainder  
SqM – denotes – Square Metres



**BRUCE LEWIS**  
**LAND SURVEYING INC.**  
811 HIGHRIDGE COURT  
COMOX B.C. V9M 3R4  
phone: (250) 890-0334

FILE: 1885-P10

SCALE = 1 : 400



All distances are in metres and decimals thereof unless otherwise stated

The intended plot size of this plan is 432 mm in width by 280 mm in height (B-size) when plotted at a scale of 1:400.

This plan lies within the  
Comox Valley Regional District.

This plan is based on the following Land Title and Survey Authority of BC records:

- PLAN EPP97226

Bruce V. Lewis, BCLS #705  
\_\_th day of June, 2021.



EXPLANATORY PLAN OF EASEMENT OVER:  
PART OF LOTS 33 TO 36, BLOCK 72,  
COMOX DISTRICT, PLAN EPP97226  
PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT  
BCGS 92F.076

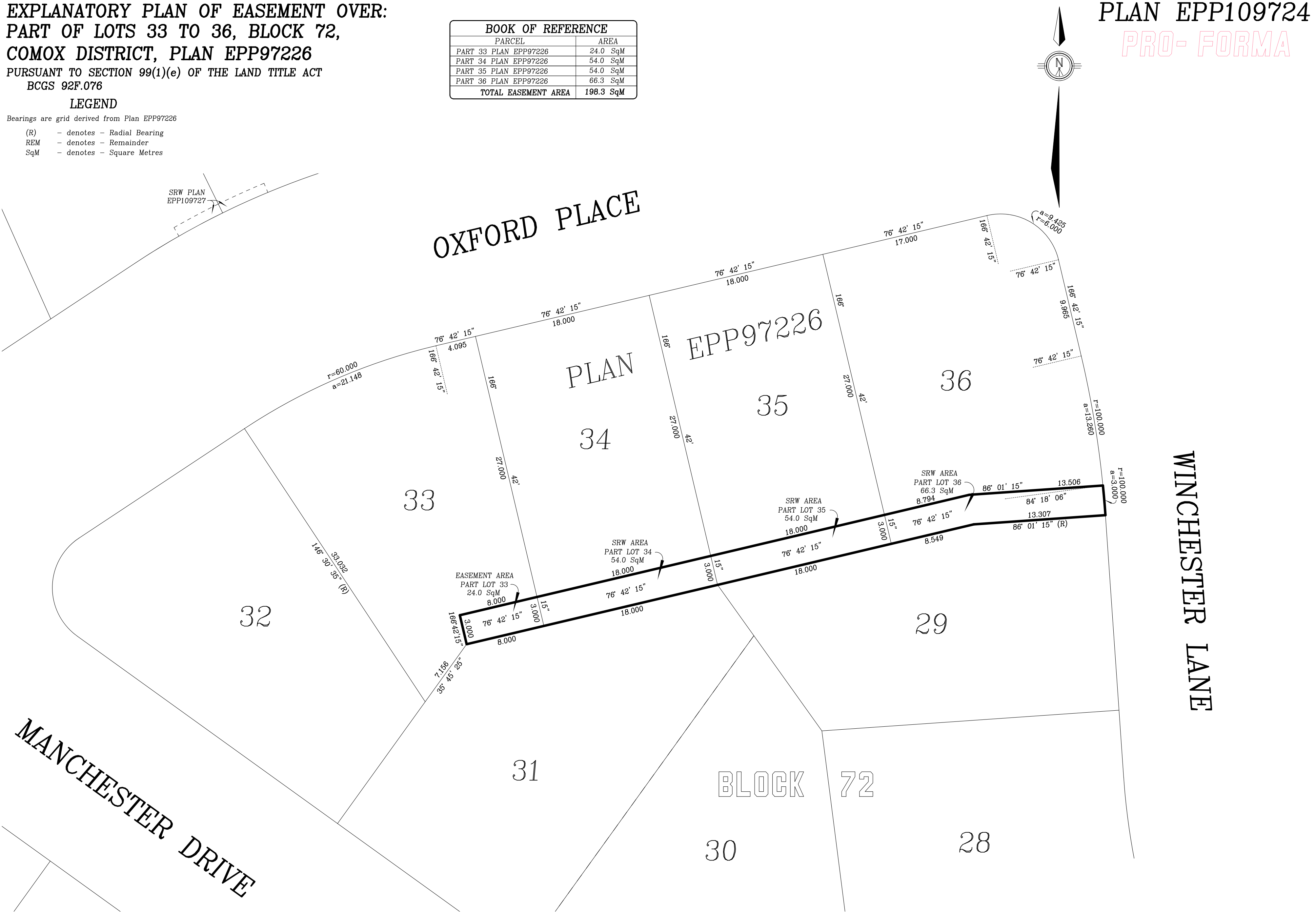
LEGEND

Bearings are grid derived from Plan EPP97226

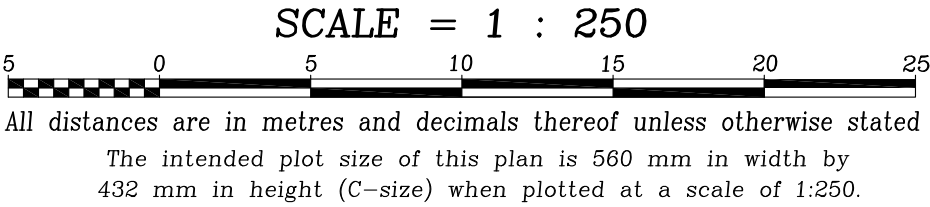
- (R) - denotes - Radial Bearing
- REM - denotes - Remainder
- SqM - denotes - Square Metres

BOOK OF REFERENCE	
PARCEL	AREA
PART 33 PLAN EPP97226	24.0 SqM
PART 34 PLAN EPP97226	54.0 SqM
PART 35 PLAN EPP97226	54.0 SqM
PART 36 PLAN EPP97226	66.3 SqM
TOTAL EASEMENT AREA	198.3 SqM

PLAN EPP109724  
PRO-FORMA



BRUCE LEWIS  
LAND SURVEYING INC.  
811 HIGHRIDGE COURT  
COMOX B.C. V9M 3R4  
phone: (250) 890-0334  
FILE: 1885-P06



This plan lies within the  
Comox Valley Regional District.  
This plan is based on the following Land  
Title and Survey Authority of BC records:  
- PLAN EPP97226  
Bruce V. Lewis, BCLS #705  
\_\_th day of June. 2021



**PART II - TERMS OF INSTRUMENT**  
**EASEMENT AGREEMENT & S.219 COVENANT**

**AMONG:**

SILVERADO LAND CORP. (INC. NO. BC1170070)  
201-467 Cumberland Road  
Courtenay, BC V9N 2C5

(the "**Transferor**")

**AND:**

SILVERADO LAND CORP. (INC. NO. BC1170070)  
201-467 CUMBERLAND ROAD  
COURTENAY, BC V9N 2C5

(the "**Transferee**")

**AND:**

THE CORPORATION OF THE CITY OF COURTENAY, a Municipal Corporation  
830 Cliffe Avenue  
Courtenay, BC V9N 2J7

(the "**City**")

**WHEREAS:**

- A. The Transferor is the owner in fee simple of ALL AND SINGULAR of certain lands situate in the City of Courtenay in the Province of British Columbia and being more particularly known and described as:
- Lot 33 Block 72 Comox District Plan EPP97226 ("Lot 33")  
Lot 34 Block 72 Comox District Plan EPP97226 ("Lot 34")  
Lot 35 Block 72 Comox District Plan EPP97226 ("Lot 35")  
Lot 36 Block 72 Comox District Plan EPP97226 ("Lot 36")
- (and together the "Servient Tenements").
- B. The Transferee is the owner in fee simple of ALL AND SINGULAR of certain lands situate in the City of Courtenay in the Province of British Columbia and being more particularly known and described as:
- Lot 31 Block 72 Comox District Plan EPP97226 ("Lot 31")
- ("the "Dominant Tenement").
- C. By the provisions of Section 219 of the Land Title Act there may be registered as annexed to any land, a covenant in favour of a municipality, that the land, or any specified portion thereof, is not to be built upon or is to be or not to be used in a particular manner, and the Transferor has agreed to grant the Corporation of the City



of Courtenay (the "City") the Land Title Act Section 219 covenants contained herein.

- D. As a condition of obtaining approval for subdivision of the lands comprising the Servient Tenements and the Dominant Tenement, the Transferee is required by the City to construct and maintain sewer and storm water drainage works on parts of the Servient Tenements and the Transferee has requested the Transferor to grant, and the Transferor has agreed to grant to the Transferee, an easement in perpetuity on the terms and conditions set out herein (the "Easement").

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the premises and the sum of TEN (\$10.00) DOLLARS now paid by the Transferee to the Transferor, the parties agree as follows:

1. The Transferor hereby grants and conveys and confirms unto the Transferee, its successors and assigns, the full free and uninterrupted right, liberty and easement to the Transferee, its successors and assigns, agents, servants, tenants, invitees, contractors, workmen, officials and licensees at all times hereafter, on foot or with or without vehicles of all descriptions including equipment and materials at all times hereafter at night and day at their will and pleasure, to enter upon, pass and repass over, on and through that part of Lot 33 shown as "Easement" on Plan EPP109724 and having an area of 24 square metres, that part of Lot 34 shown as "Easement" on Plan EPP109724 and having an area of 54 square metres, Lot 35 shown as "Easement" on Plan EPP109724 and having an area of 54 square metres and that part of Lot 36 shown as "Easement" on Plan EPP109724 and having an area of 66.3 square metres (the "Easement Areas") to survey, lay down, construct, operate, maintain, regulate, inspect, alter, remove, replace, reconstruct and repair above ground lawn basins, swales, associated ditching works and pipes (the "Works") for the purpose of carrying storm water infiltration and other water drainage with all other works necessary, useful, or incidental to the purposes aforesaid together with the right, licence, liberty and privilege of access, ingress to and egress from the Easement Areas for the purposes of providing such drainage on the terms and conditions of this Agreement. A copy of Plan EPP109724 is attached hereto as Schedule "A".
2. Except as provided herein, the Transferor will not at any time make, place, erect, maintain or permit any building, structure, excavation or obstruction upon the Easement Areas which might in any way interfere with the rights granted to the Transferee under this Easement Agreement. The Transferor may erect a fence or similar structure, only, which does not block or restrict the flow of water into, along and out of the Easement Areas or restrict the Transferee's exercise of any of the rights granted under section 1 of this Agreement. The Transferor shall dismantle at its own cost any fence or similar structure which blocks or restricts such flow of water. If the Transferee chooses to construct, repair or maintain a swale or install pipes or other works in the Easement Areas the Transferor shall take all acts, including dismantling and re-erecting the fence or structure to permit water flow, drainage and such construction to proceed without impediment.
3. The Transferor agrees to permit the Transferee to undertake at any time such construction and excavation upon the Easement Areas as is reasonably necessary to permit the Transferee to exercise its rights hereunder.



4. The Transferor covenants to execute all further acts, deeds, things, devices, and conveyances in law including the granting of statutory rights of way and easements as may be required by statutory authorities and utility companies for better effecting the purposes of the easement hereby granted.
5. The easement hereby granted is nonexclusive and nothing in this easement permits the Transferee to use or permit the easement to be used in a manner that will prohibit or restrict the use thereof by the Transferor, its servants, agents, customers, tenants, invitees, licensees, or any person having business with the Transferor.
6. Notwithstanding the grant of easement herein contained, the Transferor shall retain the right to the use and enjoyment of the Servient Tenements for all purposes consistent with ownership of said Servient Tenements and not inconsistent with the grant herein contained.
7. Except as otherwise set out herein, the easement hereby granted shall be of the same force and effect to all intents and purposes as a covenant running with the land and shall attach to, benefit and run with each and every part into which the Dominant Tenement and the Servient Tenements or any part thereof may hereafter be subdivided and these presents, including all covenants and conditions herein contained shall extend to and be binding upon and enure to the benefit of the successors and assigns of the parties hereto.
8. Provided always that the Transferee and its tenants, servants, licensees, invitees, workmen, contractors and subcontractors (collectively the "Transferee or others aforesaid") shall:
  - a. Use the Easement Areas only for the purposes as set out in paragraph 1 hereof and without restricting the generality of the foregoing, the Transferee or others aforesaid shall not obstruct, interfere with or permit any person claiming under it to obstruct or interfere unnecessarily with the use of the Easement Areas by the Transferor, its tenants, servants, licensees and workmen and others having like rights over the Easement Areas except as may be reasonably required to exercise the rights granted to the Transferee under this Agreement;
  - b. Use the Easement Areas in a careful and prudent manner in order to cause no unnecessary damage or disturbance to the Servient Tenements or to any improvements on the Servient Tenements, the cost of repairs of any such damage or disturbance shall be paid by the Transferee; and
  - c. Use the Easement Areas in compliance with, and ensure all others aforesaid comply with, all laws, by-laws, regulations, rules, federal, provincial or otherwise.
9. Provided always that the Transferee shall indemnify and save harmless the Transferor in respect of each cause of action, damage, loss, cost, claim and demand, action, suit or other proceeding of any nature whatsoever, arising out of the exercise by the Transferee or others aforesaid of any right, liberty, privilege or easement granted hereby with respect to any injury to person or persons, including death resulting at any time therefrom, and any damage to or loss of property suffered by the Transferor or



others aforesaid.

10. It is mutually understood, agreed and declared by and between the parties hereto that:

- a. The covenants herein contained shall be covenants running with the Servient Tenements but no part of the fee of the soil thereof shall pass to or be vested in the Transferee under or by this instrument;
- b. Save as aforesaid, nothing in this instrument shall be interpreted so as to restrict or prevent the Transferor from using the Easement Areas in any manner which does not interfere with the exercise by the Transferee of the easement hereby granted;
- c. The expressions Transferor and Transferee herein contained shall be deemed to include the heirs, executors, administrators, successors and assigns of such parties wherever the context or the parties hereto so require;
- d. Wherever the singular or the masculine is used in this Instrument, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context so requires or the parties so require; and
- e. This instrument shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

#### **S.219 COVENANT & INDEMNITY WITH THE CITY**

11. Pursuant to section 219 of the Land Title Act, the Transferor and the Transferee covenant and agree with the City that the Servient Tenements and the Dominant Tenement will only be used in compliance with the following requirements:

- a. the Transferor and the Transferee will not use any portion of the Easement Areas or allow the Servient Tenements to be used for any purpose which would detract from or interfere with the purpose of the easement granted in section 1 of this Agreement;
- b. no building, structure, or dwelling, or any part thereof, including the foundation thereof, shall be constructed upon the Easement Areas. This requirement is necessary to preserve spacial separation between houses as required by the BC Building Code;
- c. the Transferee will not release, terminate or cancel this Agreement without the express written approval of the City, and the Transferee shall not use or occupy the Dominant Tenement for any purpose if this Agreement is released from title to the Servient Lands;
- d. the obligations of the Transferor and the Transferee under this section run with, and bind the successors in title to, the Servient Tenements and the Dominant Tenement and each and every part into which the Servient Tenements and the Dominant Tenement may be subdivided by any means whatsoever;



- e. the City shall have no liability or responsibility for, or in any way arising out of, or in connection with, the granting of the easement in this Agreement; and
  - f. the Transferor and Transferee on behalf of their successors and assigns, hereby agree to indemnify, defend and save the City harmless from all claims, loss, damages, costs, charges, expenses or liabilities of any nature in any way arising from or caused by anything done or not done by either of them severally in respect of this Agreement.
12. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver is effective unless it is written and signed by both parties.
13. The Transferor shall, at its own expense, do or cause to be done all acts necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered, or pending registration, against title to the Servient Tenement, in the Land Title Office, save and except those that have been approved in writing by the City.
14. The Transferee shall, at its own expense, do or cause to be done all acts necessary to grant priority to this Agreement over all financial charges and encumbrances which are registered, or pending registration, against title to the Dominant Tenement, in the Land Title Office, save and except those that have been approved in writing by the City.
15. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
16. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

### **Priority Agreements**

WHEREAS COASTAL COMMUNITY CREDIT UNION (the "Chargeholder") is the holder of a Mortgage registered in the Victoria Land Title Office under number CA7713043 and Assignment of Rents under number CA7713044 encumbering the lands (the "Lands") described in item 2 of the Land Title Act Form C (collectively, the "Charges").

The Chargeholder, in consideration of the premises and the sum of One Dollar (\$1.00) now paid to the Chargeholder by the Transferee, hereby approves of, joins in and consents to the granting of the within Easement and Covenant and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Charges in the same manner and to the same effect as if it had been dated and registered prior to the Charges.

IN WITNESS WHEREOF the Chargeholder has executed this Agreement on Form D to which this Agreement is attached and which forms part of this Agreement.



EXPLANATORY PLAN OF EASEMENT OVER:  
PART OF LOTS 1, 15 TO 20, BLOCK 72,  
COMOX DISTRICT, PLAN EPP97227  
PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT  
BCGS 92F.076

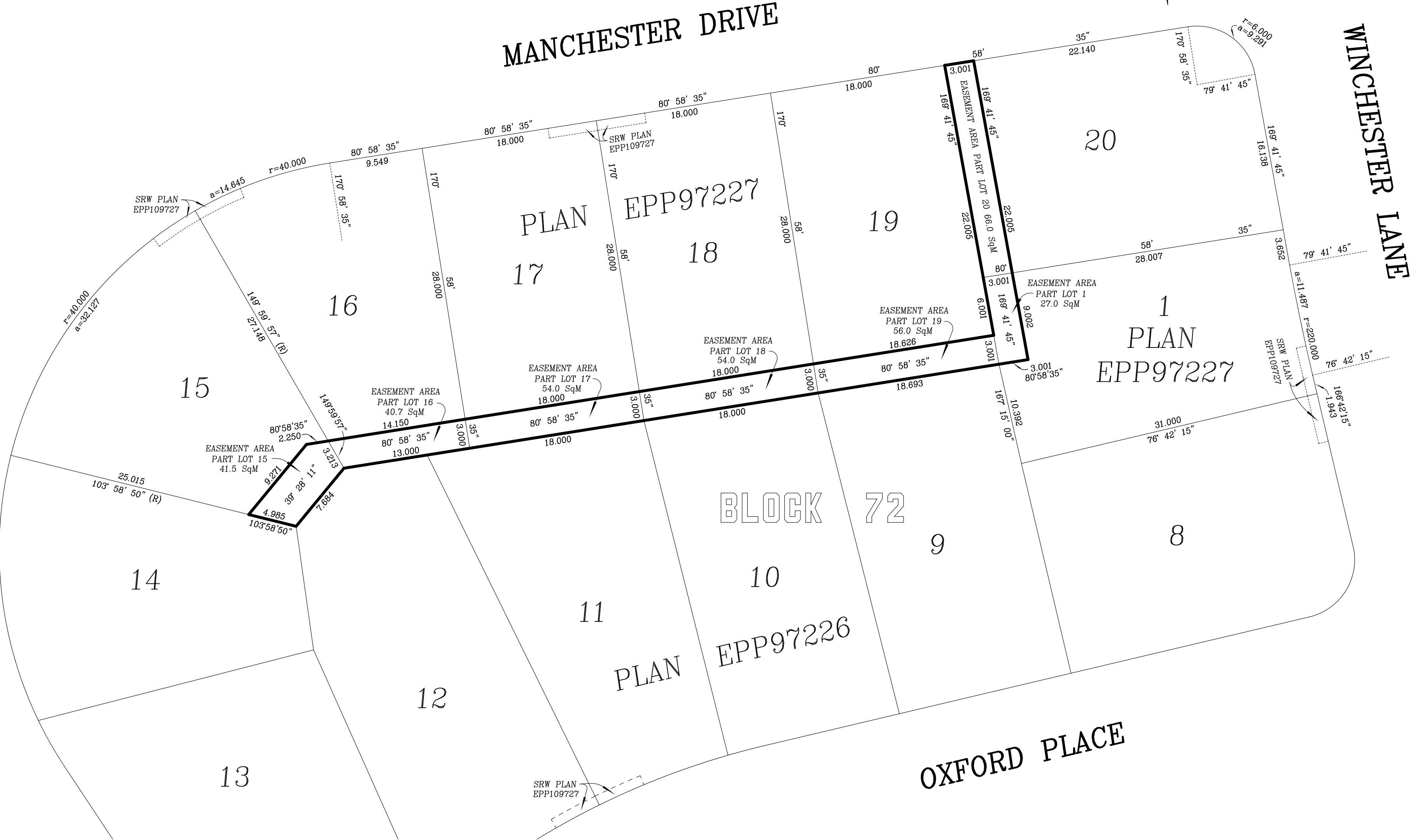
LEGEND

Bearings are grid derived from Plan EPP97227

- (R) - denotes - Radial Bearing
- REM - denotes - Remainder
- SqM - denotes - Square Metres

BOOK OF REFERENCE	
PARCEL	AREA
PART 1 PLAN EPP97227	27.0 SqM
PART 15 PLAN EPP97227	41.5 SqM
PART 16 PLAN EPP97227	40.7 SqM
PART 17 PLAN EPP97227	54.0 SqM
PART 18 PLAN EPP97227	54.0 SqM
PART 19 PLAN EPP97227	56.0 SqM
PART 20 PLAN EPP97227	66.0 SqM
TOTAL EASEMENT AREA	339.2 SqM

PLAN EPP109725  
PRO-FORMA



BRUCE LEWIS  
LAND SURVEYING INC.  
811 HIGHRIDGE COURT  
COMOX B.C. V9M 3R4  
phone: (250) 890-0334  
FILE: 1885-P07

SCALE = 1 : 300  
10 0 10 20 30  
All distances are in metres and decimals thereof unless otherwise stated  
The intended plot size of this plan is 560 mm in width by  
432 mm in height (C-size) when plotted at a scale of 1:300.

This plan lies within the  
Comox Valley Regional District.  
This plan is based on the following Land  
Title and Survey Authority of BC records:  
- PLAN EPP97227  
Bruce V. Lewis, BCLS #705  
\_\_th day of June, 2021



EXPLANATORY PLAN OF SRW OVER:  
PART OF LOT A, PLAN EPP97225 AND PART OF LOTS 22, 23 AND 25,  
PLAN EPP97226, ALL IN BLOCK 72, COMOX DISTRICT

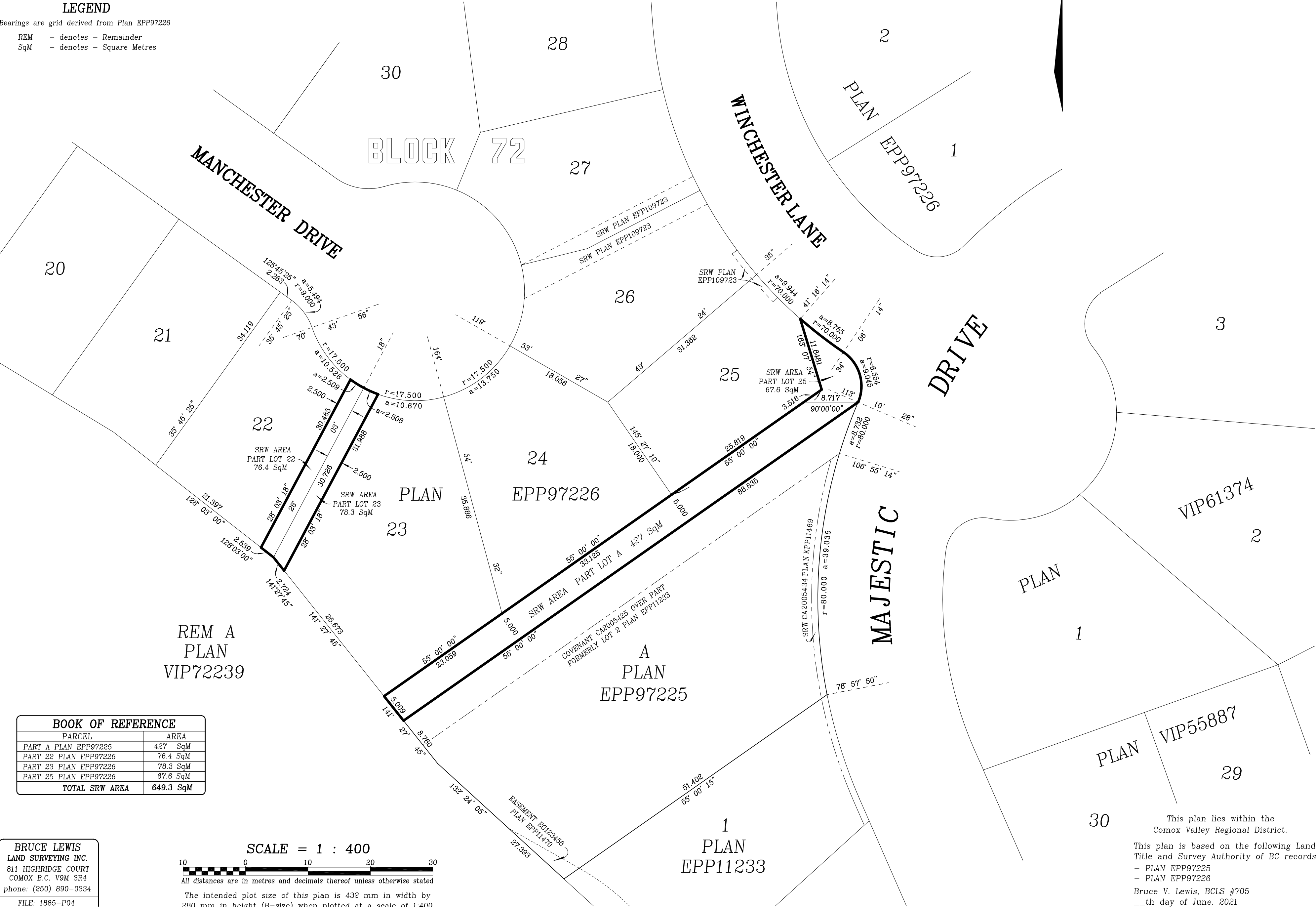
PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT  
BCGS 92F.076

LEGEND

Bearings are grid derived from Plan EPP97226

REM    - denotes - Remainder  
SqM    - denotes - Square Metres

PLAN EPP109722  
PRO-FORMA





EXPLANATORY PLAN OF SRW OVER:  
PART OF LOT 6, BLOCK 72, COMOX  
DISTRICT, PLAN EPP97227

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT  
BCGS 92F.076

PLAN EPP109726  
PRO-FORMA

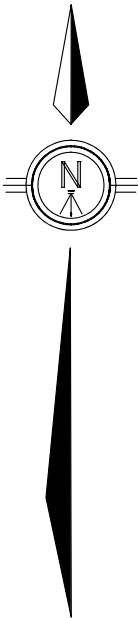
LEGEND

Bearings are grid derived from Plan EPP97227

- REM - denotes - Remainder  
SqM - denotes - Square Metres  
HA - denotes - Hectares

BOOK OF REFERENCE

PARCEL	AREA
PART 6 PLAN EPP97227	337 SqM
TOTAL SRW AREA	337 SqM



BLOCK 72

6  
PLAN  
EPP97227

REM A  
PLAN  
VIP72239

PLAN EPP97227

8

WINCHESTER  
LANE

PLAN EPP97227

4

5

7

SRW AREA  
PART LOT 6  
337 SqM

169' 41' 45"  
0.449

a=3.193

a=18.096  
r=17.500

48' 56' 29"

79' 41' 45"

79' 41' 45"

32.509

47.892

3.079

51.525

176' 07' 00"

42.316

20' 35' 00"

115' 34' 00"  
31.305

31' 01' 15"  
54.870

30' 51' 25"  
49.970

139' 50' 49"  
32.021

169'

5.940

41'

20.000

45"

BRUCE LEWIS  
LAND SURVEYING INC.  
811 HIGHRIDGE COURT  
COMOX B.C. V9M 3R4  
phone: (250) 890-0334

FILE: 1885-P08

SCALE = 1 : 500



All distances are in metres and decimals thereof unless otherwise stated

The intended plot size of this plan is 280 mm in width by  
432 mm in height (B-size) when plotted at a scale of 1:500.

This plan lies within the  
Comox Valley Regional District.

This plan is based on the following Land  
Title and Survey Authority of BC records:

- PLAN EPP97227  
Bruce V. Lewis, BCLS #705  
\_\_th day of June. 2021



EXPLANATORY PLAN OF SRW OVER:  
PART OF LOTS 26 AND 27, BLOCK 72,  
COMOX DISTRICT, PLAN EPP97226

PURSUANT TO SECTION 99(1)(e) OF THE LAND TITLE ACT  
BCGS 92F.076

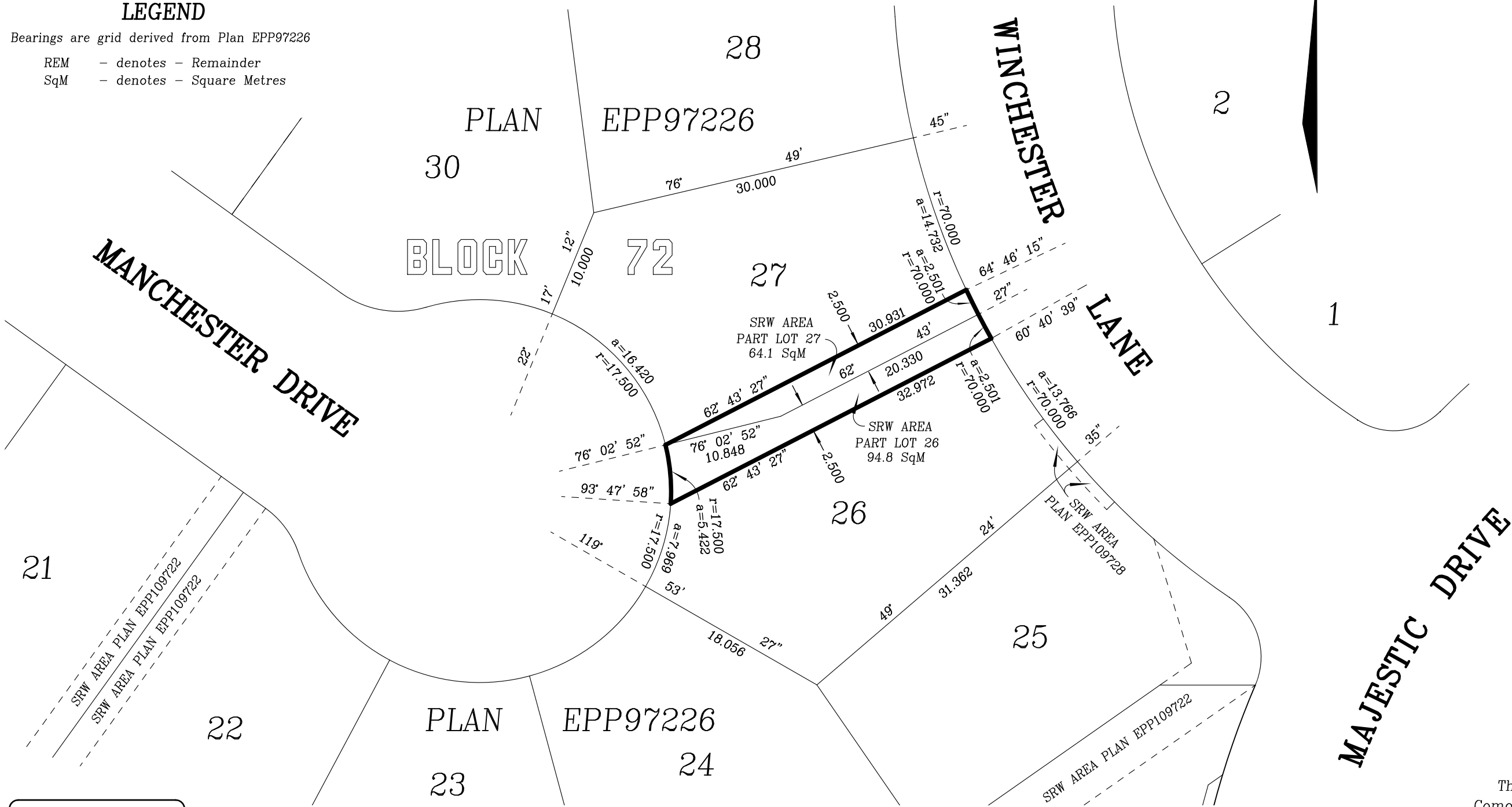
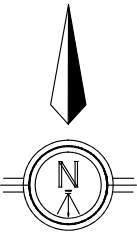
LEGEND

Bearings are grid derived from Plan EPP97226

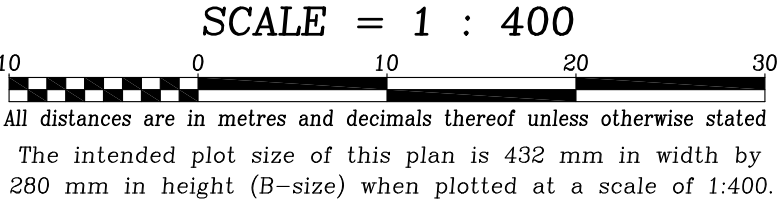
- REM - denotes - Remainder
- SqM - denotes - Square Metres

BOOK OF REFERENCE	
PARCEL	AREA
PART 26 PLAN EPP97226	94.8 SqM
PART 27 PLAN EPP97226	64.1 SqM
TOTAL SRW AREA	158.9 SqM

PLAN EPP109723  
PRO-FORMA



BRUCE LEWIS  
LAND SURVEYING INC.  
811 HIGHRIDGE COURT  
COMOX B.C. V9M 3R4  
phone: (250) 890-0334  
FILE: 1885-P05



This plan lies within the  
Comox Valley Regional District.  
This plan is based on the following Land  
Title and Survey Authority of BC records:  
- PLAN EPP97226  
Bruce V. Lewis, BCLS #705  
\_\_th day of June. 2021



**PART 2**

**TERMS OF INSTRUMENT**

THIS INDENTURE made as of the                      day of                      , 2021.

BETWEEN:

SILVERADO LAND CORP.  
201 – 467 Cumberland Road  
Courtenay, B.C. V9N 2C5

(the "Grantor")

OF THE FIRST PART

AND:

SILVERADO LAND CORP.  
201 – 467 Cumberland Road  
Courtenay, B.C. V9N 2C5

(the "Grantee")

OF THE SECOND PART

**WHEREAS:**

- A. The Grantor is the registered owner of those lands and premises located on Crown Isle Drive, Courtenay, British Columbia, (the "Development") legally described as follows:
- Lots 1-7 and 14-23  
Block 72  
Comox District Plan EPP97226; and,
- Lots 2-13  
Block 72  
Comox District Plan EPP97227
- (the "Servient Lands").
- B. The Grantee is the registered owner of those lands and premises located adjacent to the Servient Lands, upon which a golf course known as "Crown Isle Golf Resort" has been constructed and is being operated, and which are legally described as follows:
- PID 025-002-252,  
Lot A  
Block 72  
Comox District Plan VIP72239 Except Part in Plans VIP77537, VIP78754, VIP82174, EPP58875, EPP59150, EPP65702, EPP69356 and EPP77408
- (the "Dominant Lands").
- C. The Grantee has requested, and the Grantor has agreed to grant to the Grantee, an easement on the terms and conditions and for the purpose set out herein.



**NOW THEREFOR THIS INDENTURE WITNESSES** that in consideration of the premises and the sum of One (\$1.00) Dollar and other good and valuable consideration now paid and given by the Grantee to the Grantor (the receipt and sufficiency whereof are hereby acknowledged), the parties agree as follows:

1. **Grant of Easement**

The Grantor hereby grants in perpetuity to the Grantee and its successors and assignees, for the benefit of and to be appurtenant to the Dominant Lands, the full, free and uninterrupted right, licence, privilege, right of way and easement, for the purpose of permitting the flight of golf balls through the air over the Servient Lands and the entry of golf balls in, upon and across the Servient Lands and any buildings, structures, or other improvements constructed or to be constructed thereon and any personal property located thereon, as an incident to the reasonable use of the Dominant Lands as a golf course, provided that nothing herein contained will be construed to permit the Grantee, its successors and assignees, or their respective directors, officers, agents, employees, contractors, subcontractors, tenants, licensees, permittees or any other guests or users of Crown Isle Golf Course or any other person, to enter upon the Servient Lands for any purpose, including but not limited to, the retrieval of golf balls.

2. **Property of Grantor**

The parties acknowledge and agree that any golf balls entering upon and occupying the Servient Lands will become property of the Grantor.

3. **Indemnity**

The Grantor will indemnify, defend and save harmless the Grantee, its successors and assignees, and their respective directors, officers, shareholders, agents, employees, contractors, subcontractors, tenants, licensees and permittees, and the owner and/or operator from time to time of Crown Isle Golf Course and any guests or users of Crown Isle Golf Course, as the vendor of the lots comprising the Development, from any and all claims (including without limitation, claims arising by reason of any damage to any property located on the Servient Lands, or any disturbance, nuisance, or inconvenience to, or any injury to (including death) any person on the Servient Lands), demands, losses, costs (including, without limitation, legal fees and disbursements on a solicitor and own client basis), damages, actions, suits, liabilities or other proceedings, which are any manner occasioned by or attributable to this Agreement or the exercise of the rights and easement granted in Section 1 hereof.

4. **Insurance**

The Grantor will procure and maintain adequate insurance coverage for any damage to persons or property located on the Servient Lands which may be caused as a result of this Agreement or the exercise of the rights and easement granted in Section 1 hereof.

5. **Acknowledgment**

The Grantor acknowledges that the golf course on the Dominant Lands existed before the construction of the Development and any buildings or other improvements thereon and that the Grantor is, therefore, aware of and accepts the risks associated with owning and residing adjacent to a golf course, including the rise of damages to persons or property resulting from the entry of golf balls onto the Servient Lands.



6. **Run with the Land**

This Agreement and the rights and easement granted herein will be construed as running with and being a burden upon the Servient Lands and each part into which it may be subdivided (including by way of strata plan pursuant to the *Strata Property Act* (British Columbia), but no part of the fee of the soil of the Servient Lands will pass to or be vested in the Grantee under or by these presents, and if the Servient Lands are subdivided then the easement granted will continue to run with and bind each subdivided parcel thereof.

7. **Covenants Personal**

The covenants of the Grantor contained herein will be personal and binding upon the Grantor only during the Grantor's ownership of any interest in the Servient Lands, to the intent that upon the transfer of all interest of the Grantor in the Servient Lands, the Grantor will be freed and discharged from the observance and performance thereafter of the covenants on its part to be observed and preformed pursuant to this Agreement.

8. **No Restriction**

Nothing herein contained will be construed so as to limit the construction of improvements on the Servient Lands.

9. **Governing Law**

This Agreement will be construed in accordance with and governed by the laws of the Province of British Columbia.

10. **Enurement**

This Agreement will enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, successors and assignees.

11. **Interpretation**

- a. the headings in this Agreement are for ease of reference only and are not to be used in the construction or interpretation of this Agreement.
- b. wherever there singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate as the context so requires.
- c. every reference to a party herein is deemed to include the successors and assignees of such party wherever the context so requires or allows.

12. **Further Assurances**

The Grantor will from time to time and at all times upon every reasonable request and at the expense of the Grantee, make, do and execute or cause to made, done or executed, all such further and other lawful acts, deeds, things, devices, conveyances and assurances whatsoever for the better assuring unto the Grantee of the easement granted herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the *Land Title Act* Form C attached hereto and forming part hereof, on the date first above written.



## Priority Agreements

WHEREAS COASTAL COMMUNITY CREDIT UNION (the "Chargeholder") is the holder of a Mortgage registered in the Victoria Land Title Office under number CA7713043 and Assignment of Rents under number CA7713044 encumbering the lands (the "Lands") described in item 2 of the Land Title Act Form C (collectively, the "Charges").

The Chargeholder, in consideration of the premises and the sum of Two Dollars (\$2.00) now paid to the Chargeholder by the Transferee, hereby approves of, joins in and consents to the granting of the within Easement and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Charges in the same manner and to the same effect as if it had been dated and registered prior to the Charges.

IN WITNESS WHEREOF the Chargeholder has executed this Agreement on Form D to which this Agreement is attached and which forms part of this Agreement.



Exhibit "K"

PART 2  
TERMS OF INSTRUMENT

THIS INDENTURE made the                      day of                      , 2021

BETWEEN:

SILVERADO LAND CORP., (Incorporation No. BC1170070) a  
company duly incorporated under the laws of British Columbia,  
having an office at 201-467 Cumberland Road, Courtenay, British  
Columbia, V9N 2C5

(the "Transferor")

OF THE FIRST PART

AND:

SILVERADO LAND CORP., (Incorporation No. BC1170070) a  
company duly incorporated under the laws of British Columbia,  
having an office at 201-467 Cumberland Road, Courtenay, British  
Columbia, V9N 2C5

(the "Transferee")

OF THE SECOND PART

WHEREAS:

- A. The Transferor is the owner in fee simple of ALL AND SINGULAR of certain lands situate in the City of Courtenay in the Province of British Columbia and being more particularly known and described as:

Lot 13  
Block 72  
Comox District  
Plan EPP97227

(the "Servient Tenement").

- B. The Transferee is the owner in fee simple of ALL AND SINGULAR of certain lands situate in the City of Courtenay in the Province of British Columbia and being more particularly known and described as:

PID: 025-002-252  
Lot A  
Block 72  
Comox District  
Plan VIP72239 Except Part in Plans VIP77537, VIP78754, VIP82174, EPP58875,  
EPP59150, EPP65702, EPP69356 and EPP77408

(Lot A is referred to as the "Dominant Tenement").



- C. The Transferee has requested the Transferor to grant, and the Transferor has agreed to grant to the Transferee, an easement in perpetuity on the terms and conditions set out herein (the "Easement") for ease of access to the Crown Isle Golf Course and Club House.

NOW THEREFORE THIS INDENTURE WITNESSES that in consideration of the premises and the sum of TEN (\$10.00) DOLLARS now paid by the Transferee to the Transferor, the Transferor agrees as follows:

1. The Transferor hereby grants and conveys and confirms unto the Transferee, its successors and assigns, the full free and uninterrupted right, liberty and easement to the Transferee, its successors and assigns, agents, servants, tenants, invitees, contractors, workmen, officials and licensees on foot, golf cart or bicycle at all times hereafter at night and day at their will and pleasure, to enter upon, pass and repass over, on and through those parts of the Servient Tenement shown as "Easement" on Plan EPP97227 and having an area of \_\_\_\_\_ square metres ("Easement Area") for the purposes ingress and egress to the Dominant Tenement. A copy of Plan EPP \_\_\_\_\_ is attached hereto as Schedule "A".
2. Except as provided herein, the Transferor will not at any time make, place, erect, maintain or permit any building, structure, excavation or obstruction upon the Easement Area which might in any way interfere with the rights granted to the Transferee under this easement agreement.
3. The Transferor agrees to permit the Transferee to undertake at any time such construction and excavation and paving upon the Easement Area as is reasonably necessary to permit the Transferee to exercise its rights hereunder.
4. The Transferor covenants to execute all further acts, deeds, things, devices, and conveyances in law including the granting of statutory rights of way and easements as may be required by statutory authorities for better effecting the purposes of the easement hereby granted.
5. The easement hereby granted is nonexclusive and nothing in this easement permits the Transferee to use or permit the easement to be used in a manner that will prohibit or restrict the use thereof by the Transferor, its servants, agents, customers, tenants, invitees, licensees, or any person having business with the Transferor.
6. Except as otherwise set out herein, the easement hereby granted shall be of the same force and effect to all intents and purposes as a covenant running with the land and shall attach to, benefit and run with each and every part into which the Dominant Tenement and the Servient Tenement or any part thereof may hereafter be subdivided and these presents, including all covenants and conditions herein contained shall extend to and be binding upon and enure to the benefit of the successors and assigns of the parties hereto.
7. Provided always that the Transferee and its tenants, servants, licensees, invitees, workmen, contractors and subcontractors (collectively the "Transferee or others aforesaid") shall:



- a. Use the Easement Area only for the purposes as set out in Recital C and paragraph 1 hereof and without restricting the generality of the foregoing, the Transferee or others aforesaid shall not obstruct, interfere with or permit any person claiming under it to obstruct or interfere unnecessarily with the use of the Easement Area by the Transferor, its tenants, servants, licensees and workmen and others having like rights over the Easement Area except as may be reasonably required to exercise the rights granted to the Transferee under this Agreement;
  - b. Use the Easement Area in a careful and prudent manner in order to cause no unnecessary damage or disturbance to the Servient Tenement or to any improvements on the Servient Tenement, the cost of repairs of any such damage or disturbance shall be paid by the Transferee; and
  - c. Use the Easement Area in compliance with, and ensure all others aforesaid comply with, all laws, by-laws, regulations, rules, federal, provincial or otherwise.
8. Notwithstanding the grant of easement herein contained, the Transferor shall retain the right to the use and enjoyment of the Servient Tenement for all purposes consistent with ownership of said Servient Tenement and not inconsistent with the grant herein contained.
9. The Transferee shall indemnify and save harmless the Transferor in respect of each cause of action, damage, loss, cost, claim and demand, action, suit or other proceeding of any nature whatsoever, arising out of the exercise by the Transferee or others aforesaid of any right, liberty, privilege or easement granted hereby with respect to any injury to person or persons, including death resulting at any time therefrom, and any damage to or loss of property suffered by the Transferor or others.
10. It is mutually understood, agreed and declared by and between the parties hereto that:
- a. The covenants herein contained shall be covenants running with the Servient Tenement but no part of the fee of the soil thereof shall pass to or be vested in the Transferee under or by this instrument;
  - b. Save as aforesaid, nothing in this instrument shall be interpreted so as to restrict or prevent the Transferor from using the Easement Area in any manner which does not interfere with the exercise by the Transferee of the easement hereby granted;
  - c. The expressions Transferor and Transferee herein contained shall be deemed to include the heirs, executors, administrators, successors and assigns of such parties wherever the context or the parties hereto so require;
  - d. Wherever the singular or the masculine is used in this Instrument, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context so requires or the parties so require; and
  - e. This instrument shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.



## PRIORITY AGREEMENTS

WHEREAS COASTAL COMMUNITY CREDIT UNION (the "Chargeholder") is the holder of a Mortgage registered in the Victoria Land Title Office under number CA7713043 and Assignment of Rents under number CA7713044 encumbering the lands (the "Lands") described in item 2 of the Land Title Act Form C (collectively, the "Charges").

The Chargeholder, in consideration of the premises and the sum of Two Dollars (\$2.00) now paid to the Chargeholder by the Transferee, hereby approves of, joins in and consents to the granting of the within Easement and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Charges in the same manner and to the same effect as if it had been dated and registered prior to the Charges.

IN WITNESS WHEREOF the Chargeholder has executed this Agreement on Form D to which this Agreement is attached and which forms part of this Agreement.



Exhibit "L"

CONTRACT OF PURCHASE AND SALE

DATE OF OFFER:\_\_\_\_\_

PREPARED BY: SILVERADO LAND CORP.  
ADDRESS: 399 CLUBHOUSE DR., COURTENAY B.C., V9N 9G3

RECEIVED FROM:\_\_\_\_\_

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

SUM OF\_\_\_\_\_DOLLARS \$\_\_\_\_\_ CASH [ ] CHEQUE [ ]  
Being deposit on account of the proposed purchase of:

LEGAL DESCRIPTION:\_\_\_\_\_

FOR THE  
PRICE OF-----DOLLARS \$\_\_\_\_\_ CASH [ ] CHEQUE [ ]

(of which the deposit will form a part) PAYABLE ON THE FOLLOWING TERMS AND SUBJECT TO THE FOLLOWING CONDITIONS, IF ANY

The Purchaser shall be responsible for any applicable GST and Property Transfer Tax arising out of the completion of this transaction.

Purchaser shall pay to Silverado Land Corp. a compliance fee of \$ 5,000. This fee is payable upon completion of this transaction.  
This compliance fee will be repayable to the purchaser upon completion of construction and landscaping.

See Addendum

EACH CONDITION, IF SO INDICATED, IS FOR THE SOLE BENEFIT OF THE PARTY INDICATED, UNLESS EACH CONDITION IS WAIVED OR DECLARED FULFILLED BY WRITTEN NOTICE GIVEN BY THE BENEFITING PARTY TO THE OTHER PARTY ON OR BEFORE THE DATE SPECIFIED FOR EACH CONDITION, THIS CONTRACT WILL BE THEREUPON TERMINATED AND THE DEPOSIT RETURNABLE IN ACCORDANCE WITH THE REAL ESTATE ACT.

THE BUYER OFFERS TO PURCHASE THE PROPERTY FOR THE PRICE AND ON THE TERMS AND SUBJECT TO THE CONDITIONS HEREIN SET FORTH

1. TITLE: Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, continued in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out below, if any, and except as otherwise set out herein.
2. COMPLETION: The sale will be completed on or before See Addendum, (completion Date) at the appropriate Land Title Office.

(a) Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's trust cheque.

(b) All documents required to give effect to this Contract will be delivered in registrable form where necessary and shall be lodged for registration in the appropriate Land Title Office on or before Completion Date.

(c) Time shall be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may at the Seller's option terminate this Contract and in such event the amount paid by the Buyer will be absolutely forfeited to the Seller on account of damages, without prejudice to the Seller's other remedies.
3. COSTS: The Buyer will bear all costs of the conveyance and if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
4. POSSESSION: The Buyer will have vacant possession of the Property at 12 noon, on See Addendum, (Possession Date) OR subject to the following existing tenancies, if any:\_\_\_\_\_
5. ADJUSTMENTS: The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel, utilities and other charges from, and including the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of See Addendum, (Adjustment Date).
6. RISK: All buildings on the Property and all other items included in the purchase and sale will be and remain at the risk of the Seller until 12:01 a.m. on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
7. INCLUDED ITEMS: THE PURCHASE PRICE INCLUDES any buildings, improvements, fixtures, appurtenances and attachments thereto and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection.

INCLUDING: N/A\_\_\_\_\_

BUT EXCLUDING:

N/A\_\_\_\_\_ In this Contract any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

9. THERE ARE NO REPRESENTATIONS, WARRANTIES, GUARANTEES, PROMISES OR AGREEMENTS OTHER THAN THOSE SET OUT HEREIN: ALL OF WHICH WILL SURVIVE THE COMPLETION OF THE SALE.

THIS OFFER IF ACCEPTED IS A LEGAL AND BINDING CONTRACT. SEE INFORMATION ON BACK. READ IT ALL BEFORE YOU SIGN.

10. ACCEPTANCE: This offer, or counter-offer, will be open for acceptance until 12:00 o'clock p.m. on\_\_\_\_\_, and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance there shall be a binding Contract of Purchase and Sale on the terms and conditions set forth.

_____ (WITNESS)	_____ (BUYER)	_____ SEAL (OCCUPATION)
_____ (WITNESS)	_____ (BUYER)	_____ SEAL (OCCUPATION)

11. The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) declares and represents that the Seller is: RESIDENT OF CANADA [ ] NON-RESIDENT OF CANADA [ ] as defined under the Income Tax Act, (c) agrees to pay a commission as per the listing contract, and (d) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the cash proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Selling/Listing Agent, as requested, forthwith after completion.

_____ (WITNESS)	_____ (SELLER)	_____ SEAL (PRINT NAME)
_____ (WITNESS)	_____ (SELLER)	_____ SEAL (PRINT NAME)



INFORMATION ABOUT THE CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1.

CONTRACT: This document is more than a receipt. When signed by both parties, it is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2.

TITLE: (Clause 1) It is up to the Buyer to satisfy himself on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the property and any encumbrances which are staying on title before becoming legally bound. If you are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. IN CERTAIN CIRCUMSTANCES, the mortgage company could refuse to advance funds, if you as a Seller are allowing a Buyer to assume your mortgage you may still be responsible for payment of the mortgage unless arrangements are made with your mortgage company.
3.

COMPLETION: (Clause 2) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the purchase price, it is in every case advisable for the completion of the sale to take place in the following sequence:

a.

Buyer pays purchase price or down payment in trust to his lawyer or notary (who should advise you of exact amount required) several days before Completion Date, and Buyer signs documents.

b.

Buyer's Lawyer or Notary prepares documents and forwards them for signature to Seller's Lawyer or Notary who returns documents to Buyer's Lawyer or Notary.

c.

Buyer's Lawyer or Notary then attends to deposit of signed title documents (and any mortgages) in the appropriate Land Title Office.

d.

Buyer's Lawyer or Notary releases sale proceeds at the Buyer's Lawyer or Notary office.
4.

CUSTOMARY COSTS: (Clause 3) in particular circumstances there may be additional costs; but the following costs are applicable in most circumstances:

<p><b>Costs to be Borne by the Seller</b></p> <p>Lawyer or Notary Fees and Expenses:</p> <ul style="list-style-type: none"><li>- attending to execution of documents,</li><li>- discharging any encumbrances</li></ul> <p>Costs of clearing title, including:</p> <ul style="list-style-type: none"><li>-discharge fees charged by encumbrance holders,</li><li>-pre-payment penalties,</li></ul> <p>Real Estate Commission.</p> <ul style="list-style-type: none"><li>- Goods and Services Tax</li></ul>	<p><b>Costs to be Borne by the Buyer</b></p> <p>Lawyer or Notary Fees and Expenses:</p> <ul style="list-style-type: none"><li>- searching title,</li><li>- investigating title,</li><li>- drafting documents,</li><li>- Land Title Registration fees;</li></ul> <p>Survey Certificate (if required);</p> <p>Costs of Mortgage, including:</p> <ul style="list-style-type: none"><li>- mortgage company's lawyer/notary,</li><li>- appraisal (if applicable),</li><li>- Land Title Registration fees;</li></ul> <p>Fire Insurance Premium;</p> <p>Sales Tax (if applicable).</p> <p>Property Purchase Tax.</p> <ul style="list-style-type: none"><li>- Goods and Services Tax</li></ul>
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5.

POSSESSION: (Clause 4) Buyer should make arrangements through the Real Estate Agents for obtaining possession. A Seller will not let a Buyer move in before the Seller has actually received the sale proceeds.
6.

RISK: (Clause 6) Buyer should arrange insurance to be effective on the earlier of the completion date or the date Buyer pays the balance of the funds into trust. Seller should maintain their insurance in effect until the later of the date Seller receives the proceeds of sale or the date Seller vacates the property.
7.

FORM OF CONTRACT: This Standard Form contract is designed primarily for the purchase and sale of freehold residences. If your transaction involves:

  - a house or other building under construction
  - a business
  - a lease
  - other special circumstances

additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Condition Disclosure Statement completed by the Seller may be available.



## Contract of Purchase and Sale Addendum

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

RE: Proposed Lot \_\_\_\_\_, \_\_\_\_\_ as hatched on "Schedule A" attached

Further to the Contract of Purchase and Sale dated \_\_\_\_\_ made between

Silverado Land Corp. as the Seller, and \_\_\_\_\_ as the Buyer and

covering the above Mentioned Property, the undersigned hereby agree as follows:

1. Subject to the Buyer reviewing and being satisfied with the Restated Disclosure Statement for the Proposed Greystone Estates Subdivision, on or before, 7 days after receipt of the Restated Disclosure Statement.

2. For the purposes of compliance with Restriction 2.2 of the Statutory Building Scheme set out in the Disclosure Statement, the Buyer agrees that any residence built on the property shall be built by

\_\_\_\_\_.

The Deposit shall be increased to 10% of the purchase price once Subject 1 has been satisfied.

Restriction on Assignment of Contract: The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee except for the following: (i) the assignee is a related company controlled by the Buyer or (ii) the Buyer has entered into a contract to construct the improvements on the property for the assignee.

The Completion, Possession and Adjustment Dates shall be 20 days following final Registration of the Proposed Greystone Estates Subdivision at the Land Titles.

All Terms and Conditions contained in the said agreement remain the same and in full force and effect.

Witness to Seller(s) Signature

SELLER

SELLER

Witness to Buyers Signature

BUYER

BUYER