

DISCLOSURE STATEMENT

DATED THIS 13TH DAY OF AUGUST, 2004

1. NAME AND ADDRESS:

- a. **DEVELOPMENT:** THE ESTATES AT CAPTAIN'S VILLAGE
- b. **DEVELOPER:**

ABCO MARINE DEVELOPMENTS LTD., a company incorporated under the laws of the Province of British Columbia and having its office at Box 24001, Wharf Road, Scotch Creek, BC V0E 3L0 (Inc. No. 327103)

- c. **ADDRESS FOR SERVICE:**

c/o 200 - 121 St. Paul Street
Kamloops, British Columbia
V2C 3K8

- d. **REAL ESTATE AGENT:**

The lands are not presently listed for sale, but the Developer may list all or some of the lots for sale with licensed realtors as the Development progresses.

2. DISCLAIMER:

NEITHER THE SUPERINTENDENT OF REAL ESTATE NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA HAS IN ANY WAY PASSED ON THE MERITS OF THE MATTERS DEALT WITH IN THIS DISCLOSURE STATEMENT. THE DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE, BUT HE HAS NOT DETERMINED WHETHER OR NOT IT COMPLIES WITH PART 2 OF THE REAL ESTATE ACT.

3. LEGAL DESCRIPTION:

PID 002-505-771 That part of the SW 1/4 of Sec 27 Tp 22 Rge 11 W6M KDYD which is not covered by the waters of Shuswap Lake except: (1) plan attached to DD5912F (2) Plan B5406, 8408, 9416 and 9920 (the "Lands").

A subdivision plan separating the parcel from which the strata lots will be created from the Lands, will be registered concurrently with the strata subdivision in due course. This parcel is herein referred to as the "Development Parcel".

4. **GENERAL DESCRIPTION:**

- a. **GENERAL:** The Development is a six lot bare land strata residential subdivision (the "Strata Property") with each lot fronting on Shuswap Lake and being located at Scotch Creek, British Columbia. Each of the lots will be approximately 18,000 square feet. The Developer will install on the strata lots a natural rock landscape feature in conjunction with the servicing of the subdivision and being in or at the boundary of the 15 metre no –disturbance set back area [see Paragraph 5(c)(ii)]. A site plan showing the proposed location of the strata lots and common property is attached hereto as Schedule "A".
- b. **ZONING:** The Lands are located within the Columbia Shuswap Regional District ("CSR D") but at the present time there is no zoning bylaw in place. The CSR D is in the process of developing zoning for the area and it is anticipated that zoning may be put in place within the next year or so. The CSR D does have a building bylaw and a building permit is required from the CSR D before any construction may be commenced on any strata lot. **The Developer does not warrant or represent that any improvements constructed by the purchasers of strata lots will comply with any future zoning imposed by the CSR D, notwithstanding the fact that the improvements may have been approved pursuant to the Statutory Building Scheme.**
- c. **COMMON FACILITIES:** There will be no common facilities provided in the Development.
- d. **FLOOD DANGER** The Developer is not aware of any flooding or drainage overflow hazards with respect to the project. The Developer is not aware of any other dangers or requirements imposed by the CSR D or other governmental authority relating to flooding or to the conditions of the soil and subsoil save and except for a Covenant pursuant to Section 219 the Land Title Act [see Paragraph 5c (ii)].

5. **LEGAL AND FINANCIAL MATTERS:**

- a. **DEVELOPER:** The Developer is ABCO Marine Developments Ltd. a company incorporated under the laws of the province of British Columbia and having its registered and records office at 243 Seymour Street, Kamloops, BC V2C 2E7. The directors and officers of the company are as follows:

DEAN ACTON
Wharf Road, Box 24001
Scotch Creek, BC V0E 3L0

DIRECTOR & PRESIDENT

MARGARET ACTON
Old Wharf Road
Scotch Creek, BC V0E 3L0

DIRECTOR & SECRETARY

There are no other officers or directors of the Developer.

- b. **DEVELOPMENT FINANCING:** Financing for the Development has been obtained by the Developer and a mortgage and assignment of rents in favour of the Bank of Montreal are registered on title to the Lands and partial discharges of the mortgage and assignment will be provided for each strata lot at the time of completion of sale.
- c. **TITLE:** The title to the property is registered in the name of ABCO Marine Developments Ltd. The following non-financial charges will be registered prior to or concurrently with the registration of the strata plan:
 - i. A Statutory Building Scheme in the form attached hereto as Schedule "B" and containing restrictions on the use of the Strata Property as set out therein;
 - ii. A Section 219 covenant or covenants pursuant to the Land Title Act in favour of the Minister of Water, Land and Air Protection, the CSRD and the Department of Fisheries and Oceans which will specify the conditions regarding the land which may be subject to flooding; and providing for a no-build zone and non-disturbance area within fifteen (15) metres of the natural boundary of Shuswap Lake; setting the minimum building elevation at 351.0 GSC. Datum; and indemnifying the provincial government and the CSRD should any flood damage occur;
 - iii. A rent charge (the "Rent Charge") to secure the provision of sewage disposal services to the strata corporation and for the payment to the sewage service provider of the costs of the service [see Paragraph 7(c)]. A copy of the Rent Charge is attached hereto as Schedule "C";
 - iv. An easement agreement in favour of the strata lots may be registered to secure access by the strata corporation to the property on which the sewage disposal system is located if required by the Approving Officer;
 - v. Such easements, rights of way, or covenants as may be required by BC Hydro, Telus, and government agencies for the purposes of servicing the Development.
- d. **MANAGEMENT:** The Developer will manage the development until such time as the first strata council has been elected.
- e. **LIABILITIES:** There are no outstanding liabilities or contingent litigation in connection with the Lands.

6. **SUBDIVISION CONSISTING OF STRATA LOTS:**

- a. **BYLAWS:** The bylaws for the strata corporation are based on the Standard Bylaws which are attached to the Strata Property Act. The Developer has amended the Standard Bylaws and a copy of the bylaws as amended is attached hereto as Schedule "D". These bylaws will be filed in the Land Title Office immediately following registration of the strata plan.
- b. **COMMON FACILITIES:** The Developer does not intend to provide any common facilities as defined in the Strata Property Act. Common facilities are defined in the

Strata Property Act as including "laundry room, playground, swimming pool, recreation centre, club house or tennis court, if the facility is available for the use of the owners".

- c. **LIMITED COMMON PROPERTY:** Limited common property is an area within the common property that may be used exclusively by one or more strata lot owners and any additional maintenance expenses created thereby will be paid by such strata lot owner. The Developer does not intend to provide any limited common property.
- d. **PHASED DEVELOPMENT:** The Development is not a phased strata plan and all six strata lots will be created in one strata subdivision plan.
- e. **ESTIMATED DATES FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION:** The Developer estimates that construction and servicing on the site will commence on or about the 1st day of September, 2004 and the construction will be completed on or about the 1st day of November, 2004, and that the strata subdivision plan will be registered on or before the 1st day of December, 2004.
- f. **STRATA PLAN:** A copy of the proposed strata plan showing the layout of the subdivision and approximate location of the proposed strata lots is attached hereto as Schedule "A".
- g. **PRELIMINARY APPROVAL:** The creation of the proposed strata lots has received preliminary approval from the Approving Officer for the Ministry of Transportation as per Schedule "E" attached hereto.
- h. **FIRE AND LIABILITY INSURANCE:** The Developer will place all risk and public liability insurance in respect of the Development while the Development is under construction and for that period of time until the strata corporation is created by the filing of the strata plan in the Land Title Office and until such time as the strata council has arranged replacement insurance in the name of the strata corporation. Pursuant to Section 149 of the Strata Property Act, the Developer will maintain full replacement insurance on:
 - i. Common property;
 - ii. Common assets;
 - iii. Buildings shown on the strata plan;

The above noted property will be insured against "major perils", which are defined in Regulation 9.1(2) to the Strata Property Act as "Fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts." The Developer will obtain liability insurance to insure the strata corporation against liability for property damage and bodily injury in an amount not less than \$2 million.

The purchaser of each strata lot will be responsible for insuring all improvements on the strata lot including all buildings and contents.

- i. **CONSTRUCTION OR EQUIPMENT WARRANTY:** Any manufacturer's warranty for any equipment will be passed on to the purchasers or the strata corporation, as the case may be, if and to the extent permitted by such warranty.
- j. **PARKING:** Buildings must be sited on the strata lots in order to allow room for the parking of two vehicles on each strata lot.
- k. **CARETAKER'S PREMISES:** There will be no caretaker's premises in connection with the development.
- l. **ESTIMATED OPERATING BUDGET:** The estimated operating budget of the strata corporation for the first twelve months of operation after the conveyance of the first strata lot is attached hereto as Schedule "F". Prior to the conveyance of the first strata lot, the Developer will pay the actual expenses of the strata corporation.
- m. **TRUST PROVISIONS:** All monies received from a purchaser or lessee shall be held in trust in the manner required by the Real Estate Act until the strata plan is deposited in the Land Title Office, the premises purchased or leased are capable of being occupied and an instrument evidencing the interest of the purchaser or lessee in the strata lot has been registered in the Land Title Office.
- n. **DOCUMENTS THAT MUST BE DELIVERED TO THE STRATA CORPORATION:** The Developer shall provide to the strata corporation at the first annual general meeting all documents sent out in Section 20(2) of the Strata Property Act and including:
 - i. All plans required to obtain a building permit and any amendments to the building permit plans;
 - ii. Any documents in the Developer's possession that indicates the location of pipes, wires, cables, chutes, ducts, or other service facilities that are not shown on a plan;
 - iii. All contracts entered into by the strata corporation;
 - iv. Any Disclosure Statement filed under the Real Estate Act and any Rental Disclosure Statement;
 - v. The registered strata plan from the Land Title Office;
 - vi. The names and addresses of contractors, subcontractors and persons primarily responsible for supplying labour or material to the project;
 - vii. The names and addresses of any technical consultants, including building envelope specialists, if any;
 - viii. The name and address of any project manager; and
 - ix. All warranties, manuals, schematic drawings, operating instructions, service guides, manufacturers' documentation and other similar information relating to common property or common assets.

- o. **CONTINGENCY RESERVE FUND:** Pursuant to Section 12 of the Strata Property Act the Developer will pay to the strata corporation, at the time of the sale of the first strata lot, an amount equal to 5% of the first annual operating budget. This payment will be the initial funding of the Contingency Reserve Fund. If the sale of the first strata lot does not occur within one year of the creation of the strata corporation, the Developer will fund the Contingency Reserve Fund in such greater amount as may be required by the Strata Property Act. Based on the estimated annual budget attached hereto, the Developer's contribution to the Contingency Reserve Fund will be \$315.00.

- p. **REPAIR AND MAINTENANCE OF LIMITED COMMON PROPERTY:** The strata corporation is responsible for maintaining all common property, including limited common property. Pursuant to bylaws 2 and 8 of the Standard Bylaws an owner is responsible for maintaining and repairing limited common property which they use, except the following which the strata corporation shall repair and maintain:
 - i. Repair and maintenance that in the ordinary course of events occurs less than once a year;
 - ii. The structure of a building;
 - iii. The exterior of a building
 - iv. Chimneys, stairs, balconies and other things attached to the exterior of a building;
 - v. Doors, windows or skylights, on the exterior of a building or that front on the common property; and
 - vi. Fences, railings and similar structures that enclose patios, balconies and yards.

- q. **EXCLUSIVE USE AREAS:** In the event that parking spaces or storage areas are allocated for the exclusive use of an owner, the term of such exclusive use will be for one year or less, and can be terminated by the strata corporation with reasonable notice.

- r. **FINES FOR NOT HOLDING FIRST ANNUAL GENERAL MEETING WITHIN TIME:** Under Section 16 of the Strata Property Act, the Developer must hold the first annual general meeting within six weeks of the earlier of:
 - i. The date on which 50% plus 1 of the strata lots have been conveyed to purchasers; and
 - ii. The date that is 9 months after the first conveyance of a strata lot to a purchaser.
 - iii. If the First Annual General Meeting is not held as required by the Act then the Developer is required to pay to the strata corporation such penalty or penalties as provided for in the Act.

- s. **FINES IF ACCRUED EXPENSES EXCEED INTERIM BUDGET:** Under Section 7 of the Strata Property Act, a developer must pay the strata corporation's expenses up to the end of the month in which there is the first conveyance of a strata lot to a purchaser. Under Section 14 of the Act, after that month and before the first annual budget takes effect, if the strata corporation's expenses exceed the estimated expenses in the interim budget then the developer must pay the excess to the strata corporation. In addition to paying the amount of the excess expenses, where those excess expenses are more than 10% or 20% of the amounts estimated in the interim budget, Section 3.1(1) of the Regulations requires a developer to respectively pay to the strata corporation a further amount equal to two or three times the amount of the excess.

7. **SUBDIVISION OUTSIDE MUNICIPALITY:**

- a. **LOCAL GOVERNMENT:** The Development is located within the jurisdiction of the CSRD. Property taxes are payable to the provincial government.
- b. **WATER:** Water will be supplied to each strata lot either by a well situated on each strata lot to be drilled by the Developer or water will be supplied directly from Shuswap Lake pursuant to a water license, and if this alternative is utilized the Developer will apply for a water licence for each of the strata lots. Whether water will be by well or from Shuswap Lake will be the sole discretion of the Developer. Each owner will be responsible for the installation, maintenance and operation related to any pump and water lines required for his or her strata lot whether the water is by well or by intake from Shuswap Lake.
- c. **SEWER:** The Development will be serviced by a sanitary sewer system (the "Sewage System") including a sewage treatment plant provided by the Developer and being on lands owned by the Developer which are adjacent to the Development Parcel. The Developer will obtain approval from the Waste Management Branch of the Ministry of Water, Land and Air Protection for the provision of the sewer services to the Development Parcel. The Developer will supply a sewer connection to the property line of each strata lot and each owner will be required to connect to the sewer system and to provide any sewer line required within the strata lot. Each strata lot owner will be required to install a septic tank and lift pump on his or her strata lot for connection to the Sewage System, and the septic tank and installation thereof must be approved by the Developer. The repair and maintenance of the septic tank and lift pump and any sewer lines within the boundaries of the strata lot shall be the responsibility of the strata lot owner. The cost of the sewer service to the Development Parcel shall be by a Rent Charge made between the utility company and the strata corporation. The Rent Charge shall be in the form attached hereto as Schedule "C". The Developer will grant in favour of the strata lots an easement agreement for purposes of securing access to the sewage disposal system if required by the Approving Officer. See paragraph 5 (c) (iv).
- d. **ELECTRICITY:** All lots in the Development will be serviced with electricity provided by BC Hydro.
- e. **TELEPHONE:** All lots in the Development will be serviced with telephone by Telus.

- f. **CABLE TELEVISION:** There will be no cable television to the Development at this time but owners will be entitled to install a satellite dish provided that the dish complies with the provisions of the Statutory Building Scheme.
- g. **GARBAGE COLLECTION:** The strata corporation will contract with a private garbage disposal provider and the cost of this contract will be included in the strata fees.
- h. **FIRE PROTECTION:** The Development is located within unorganized area of the CSRD but there is a volunteer fire department within approximately two kilometres of the Development.
- i. **ACCESS:** Access to the Development is by way of that public road off Wharf Road and being a dedicated road from Wharf Road to the Development Parcel. The new road is as of the date of this Disclosure Statement unnamed.

8. UNIT ENTITLEMENT:

The unit entitlement of each strata lot is a figure indicating its share in the common property and assets of the Development and by which its contribution to the expenses of the common property is determined. The unit entitlement will be equal for each lot.

9. INTEREST UPON DESTRUCTION:

Section 278 of the Strata Property Act, provides that every owner's share of the property and assets of the strata corporation in the event of its winding up will be determined on the basis of municipally assessed values, or appraised values, if there are no municipal assessments.

10. VOTING:

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

11. OFFENCE CAUTION:

The Developer, the directors of the corporate developer, and any other person required by the Superintendent to sign this disclosure statement are advised to read the provisions of and be fully aware of their obligations under Part 2 of the Real Estate Act before signing this statement, as a person failing to comply with the requirements of Part 2 of the Real Estate Act may, on conviction, be liable:

- a. in the case of a corporation, to a fine of not more than \$100,000.00, and;
- b. in the case of an individual, to either a fine of not more than \$100,000.00, or to imprisonment for not more than five (5) years less one day.

12. DECLARATION:

The foregoing constitute full, true and plain disclosure of all facts relative to the Development referred to above, proposed to be sold or leased, as required by the Real Estate Act of the Province of British Columbia, as of the 13th day of August, 2004.

ABCO MARINE DEVELOPMENTS LTD.

per:


DEAN ACTON


MARGARET ACTON


DEAN ACTON - DIRECTOR


MARGARET ACTON - DIRECTOR

13. RIGHT OF RESCISSION:

Under Section 63 of the Real Estate Act the purchaser or lessee of subdivided land situated in the province may, so long as he remains the beneficial owner of the land, rescind the purchase contract or lease by serving written notice on the Developer or his agent, within three (3) days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this disclosure statement.

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

1. the agent at the address, if any, shown on the face of this disclosure statement;
2. the agent at his office or place of business where the contract was made, or
3. the Developer at his address inside or outside the province where no agent is acting on his behalf.

The Developer is required to keep any monies he receives from the purchaser or lessee in a trust account in the province until the rescission period referred to above has expired. Where a notice of rescission is served on the Developer or his agent, the Developer or his agent shall return the trust account monies to the person from whom it was received or shall pay it into court.

IN THE MATTER of the Real Estate Act and the Disclosure Statement of ABCO MARINE DEVELOPMENTS LTD.

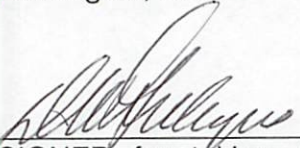
For property described as:

PID 002-505-771 That part of the SW 1/4 of Sec 27 Tp 22 Rge 11 W6M KDYD which is not covered by the waters of Shuswap Lake except: (1) plan attached to DD5912F (2) Plan B5406, 8408, 9416 and 9920

I, DEAN ACTON, of Scotch Creek, Province of British Columbia, DO SOLEMNLY DECLARE:

1. THAT I am one of the Directors of the Developer referred to in the above described disclosure statement dated the 13th day of August, 2004.
2. THAT every matter of fact stated in the said disclosure statement is correct.
3. THAT I am aware that Section 62(2) of the Real Estate Act of the Province of British Columbia requires that a true copy of the disclosure statement be delivered to the prospective purchasers or lessees and receipt for same be obtained.
4. THAT I make this solemn declaration, conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at the City of)
Kamloops, in the Province of British Columbia)
this 13th day of August, 2004)
)
)
)
)
)
)


A COMMISSIONER for taking Affidavit for
British Columbia


DEAN ACTON

SOLICITOR'S CERTIFICATE

IN THE MATTER of the Real Estate Act and the Disclosure Statement of ABCO MARINE DEVELOPMENTS LTD.

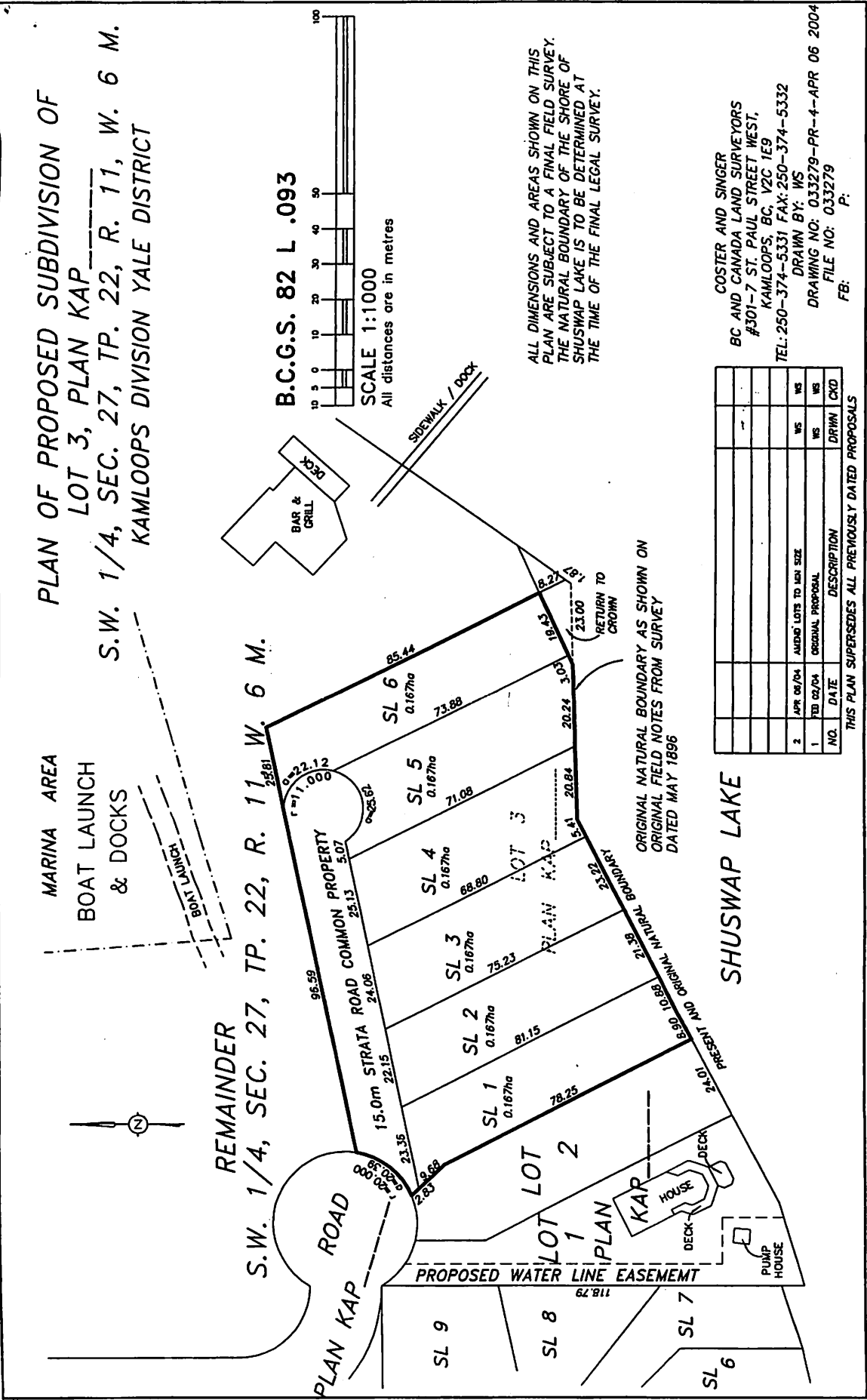
PID 002-505-771 That part of the SW 1/4 of Sec 27 Tp 22 Rge 11 W6M KDYD which is not covered by the waters of Shuswap Lake except: (1) plan attached to DD5912F (2) Plan B5406, 8408, 9416 and 9920

I, **DAVID W. GILLESPIE**, Solicitor, a member of the Law Society of British Columbia, having read over the above described Disclosure Statement dated the 13th day of August, 2004 and having made any required investigations in public offices, and having reviewed same with Developer therein named, HEREBY CERTIFY that the facts contained in paragraphs 1, 3, 5(a), (b) and (c) the Disclosure Statement are correct.

DATED at the City of Kamloops, Province of British Columbia, this 13th day of August, 2004.



DAVID W. GILLESPIE



Land Title Act
FORM 35 (Section 220(1))
DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE: BUILDING SCHEME

HEREWITH FEE OF \$ _____

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

ABCO MARINE DEVELOPMENTS LTD. (Inc No. 327103)
c/o 200 - 121 St. Paul Street, Kamloops, BC V2C 3K8
Telephone: 374-4463

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

GILLESPIE RENKEMA BARNETT BROADWAY
200 - 121 St. Paul Street, Kamloops, BC V2C 3K8
Telephone: 374-4463

CLIENT NO. 10588

SIGNATURE OF APPLICANT OR SOLICITOR
OR AUTHORIZED AGENT

WE, ABCO MARINE DEVELOPMENTS LTD. declare that:

1. We are the registered owner in fee simple/lessee of the following land (hereinafter called "the Lots"):

Strata Lots 1 to 6 Section 27 Tp 22 Rge 11 W6M KDYD Plan KAS _____

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

EXECUTION(S):

Officer Signature(s)

Execution Date		
Y	M	D
04	08	13

Party(ies) Signature(s)
by its authorized signatories:

**ABCO MARINE
DEVELOPMENTS LTD.** by its
authorized signatory:

DEAN ACTON

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS:

WE, **BANK OF MONTREAL** of Kamloops, British Columbia, the holders of the following registered charge, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our respective charges.

Officer Signature(s)

Execution
Date

Y	M	D
04	08	
04	08	

Party(ies) Signature(s)

BANK OF MONTREAL
Mortgage No. KM48119 and
Assignment of Rents No.
KM48120:

signature: _____

print name: _____

signature: _____

print name: _____

OFFICER CERTIFICATION:

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

SCHEDULE "A"

SCHEDULE OF BUILDING RESTRICTIONS AND CONDITIONS

The lands and premises to which this building scheme binds and attaches are:

Strata Lots 1 to 6 Section 27 Tp 22 Rge 11 W6M KDYD Plan KAS_____

It is expressly understood and agreed that the covenants and agreements herein shall run with the land and shall be binding upon all owners and all persons claiming through, under or in trust for them, and for the purposes of assuring that the said covenants shall continue to run with the land, or any part thereof, express notice of the said covenants and agreements is hereby given.

A. Definitions:

1. For the purposes hereof, the following words or phrases shall have the following meanings:
 - a. "Building" means any improvement, building structure, fence, wall, erection or other improvement of any kind whatsoever whether above or below ground level and any addition or alteration thereto;
 - b. "Building Plans" means architectural plans and any specifications of any proposed work or Building showing elevations of the Building to be constructed, Building cross-sections and floor plans including all dimensions, type and quality of building materials (including roofing), exterior finish materials with colour scheme and type of driveways and site plans and landscaping plans;
 - c. "Design Co-ordinator" means any agent, entity, person or persons from time to time designated by the Developer as the "Design Co-ordinator" hereunder;
 - d. "Developer" means Abco Marine Developments Ltd.;
 - e. "Lots" or "Strata Lots" means the lots described in Paragraph 1 of the Declaration of Building Scheme to which this Schedule of Restrictions is attached or any portion thereof and "Lot" means any one of such lots, and all provisions herein shall apply equally to the Common Property as identified on the strata plan.
 - f. "Owner" means any of the following persons and their respective successors in title:
 - i. the registered owner from time to time of any one of the Lots or any part thereof;
 - ii. the registered owner from time to time of a right to purchase any of the Lots or any part thereof; and

- iii. the beneficial owner from time to time of any one of the Lots or any part thereof.
- g. "Mobile Home" means a single family dwelling unit equipped with a water closet and bathtub or shower, waste from which may be disposed of directly into a sewer or ground disposal, and manufactured as a unit or units intended to be occupied in a place other than its place of manufacture on a year-round long term basis. It may be designed with detachable towing gear and upon arrival at the site, can be completed and ready for occupancy except for placing on foundations, connections of utilities and some incidental assembly. This definition includes those mobile homes commonly referred to as trailers, modular homes, manufactured homes and park model homes.
- h. "Strata Corporation" means the strata corporation created pursuant to the Strata Property Act of British Columbia upon registration of the strata plan in the Land Title Office.
- i. "Strata Council" means the strata council of the strata corporation from time to time and means the Developer until such time as the first strata council has been elected at the first annual general meeting of the strata corporation.

B. Approval of Building Plans:

1. No person or persons shall:

- a. place, erect, construct, commence to construct or use any Building on any of the Lots; or
- b. make any substantive exterior alterations, additions or extensions to an existing Building; or
- c. apply for a building permit for the construction of any Building on any of the Lots

without in each case first satisfying or complying with the provisions set out in APPENDIX 1 hereto.

C. Prohibited or Restricted Uses:

1. The following limitations or prohibitions on the use of the Lots or any parts thereof shall be applicable:

- a. the use of the Lots shall be restricted to single family residential and not more than one accessory building which may contain space for residential use. Duplexes and other multi-type residential buildings and all commercial uses are specifically prohibited.
- b. No livestock of any kind including cattle or horses shall be permitted on any Lot
- c. No building material, crates, packing cases, contractor's shed, equipment or other unsightly objects or material shall be placed or left on any Lot nor on any

property adjoining any Lot other than during such time as the construction work is actually in progress on such Lot, and no excavation shall be made unless necessary in connection with the construction of an approved Building;

- d. No billboards, placards, advertising or signs of any kind shall be erected or displayed on any Lot or any Building, or in any window or door of any Building other than signage for consultants and lenders during construction of a Building.
- e. No satellite dishes with a diameter larger than 72 centimetres or antennas shall be constructed or installed unless approved in writing by the Developer.
- f. No well shall be drilled on any Lot, unless such well is drilled by the Developer.
- g. No combustible materials which constitute a fire hazard shall be placed or stored on any Lot.
- h. The following restrictions apply to recreation vehicles (RVs) including without limitation trailers and camper trailers:
 - i. RVs shall not be parked on common property;
 - ii. The rental of any RV on any strata lot is strictly prohibited;
 - iii. The owner of a strata lot may park his or her RV on the strata lot provided that it shall not be occupied or connected to the water or sewer systems which service the Strata Lot;
 - iv. Not more than one guest RV (an RV owned by someone other than the owner of the strata lot) shall be permitted on a strata lot for more than three days at a time without the written approval of the Strata Council;
 - v. A strata lot owner may occupy an RV on the strata lot during the period that a dwelling is under construction provided that such occupation shall not exceed one year from the commencement of construction.
- i. No building shall be occupied on any Lot until the owner of the Lot has installed a septic tank and lift pump which are connected to the communal sewage disposal system and provided that the septic tank and lift pump have been approved by the Developer.
- j. No boat tracks or rails, for the purpose of transporting a boat or boats from the Strata Lot to the lake, shall be permitted.
- k. Not more than one boat or boat on trailer may be kept or stored outside of a building on any Lot, provided that the storage of a boat or boats in a garage attached to the house or other accessory building is permitted.
- l. No dock or float shall be connected to any Strata Lot unless such connection is approved in writing by the Strata Council.

- m. No Mobile Homes are permitted.
- n. No rental of any Strata Lot or any building on any Strata Lot shall be permitted unless the rental period is for a minimum of one month.
- o. No sign installed by the Developer which identifies the Development as "The Estates at Captain's Village", whether on a Strata Lot or on the Common Property, shall be altered or removed without the written approval of the Developer.
- p. No vehicles shall be parked on the Common Property of the Development.
- q. All strata lots must have a minimum of two parking spaces on site.

D. Assignment

- 1. The Developer shall at any time hereafter be entitled to assign all of the Developer's rights and obligations pursuant to this Statutory Building Scheme to the Strata Corporation provided that such assignment is made in writing and that the Strata Corporation is given a minimum of 60 days notice that such assignment will be made.

Appendix 1 to Schedule of Restrictions - ARCHITECTURAL BUILDING SCHEME

Article 1 – General Provisions

1.1 Design Co-Ordinator And Design Approval Process

- 1.1.1 Plans for all Buildings, alterations and additions shall be submitted to the Design Coordinator as appointed by the Developer to attend to compliance with the schedule of restrictions.
- 1.1.2 Two sets of drawings are to be submitted for review and approval by the Design Coordinator and should contain the following information:
 - a.) Site plan showing the Building locations on the Lot, road access, driveways and parking, grading, fencing, decks and patios, and all proposed hard and soft landscaping including any lakefront improvements;
 - b.) Floor plans and elevations for the Building, including existing and finished grades at all corners of the Building(s), taking into account any flood construction level applicable to each lot and as may be set out in any applicable grading plan
 - c.) Sections through the Building showing building materials, how grades differences are being handled, and height calculations;
 - d.) Building details showing: ridge, eave, soffit and fascia details; base and window trim; and deck hand rail, fence and screening details;
 - e.) Descriptions of all exterior material and colour selections with full material specifications;
 - f.) Landscape Plan showing all proposed hard and soft landscaping, grading and storm water management.
- 1.1.3 The Design Coordinator reserves the right, in the Design Coordinator's sole discretion exercised reasonably, to grant approval of any design for either the Building on a Lot containing the principal dwelling unit on any Lot or any accessory Building on the Lot which does not meet or varies from the provisions of this Schedule of Restrictions.

1.2 Other Authorities

- 1.2.1 In addition to the provisions of the Building Scheme, all construction must meet the requirements of the Columbia Shuswap Regional District (the "Regional District") including building regulations, zoning regulations as may be created, and the current applicable building codes, and shall meet the applicable requirements of all other governing authorities. The Lot owner is responsible for obtaining all required permits for the construction of the Building(s) on their Lot. Approval with respect to this Building Scheme does not imply compliance with the Building Code or future zoning.

1.3 Alteration and Repair

- 1.3.1 All buildings and improvements shall be maintained in conformance with the approved Building Plans, and in good condition.
- 1.3.2 Any construction or exterior alterations that take place without approval or contrary to any covenants herein or otherwise are subject to change or removal at the owner's expense.
- 1.3.3 No structure visibly damaged by fire shall be left unrepaired for more than four (4) months following the occurrence of the fire causing such damage.

1.4 Costs

- 1.4.1 Each Lot owner shall be required to pay the Design Coordinator for the time expended by the Design Coordinator at such hourly rates as from time to time have been negotiated between the Developer and the Design Co-ordinator provided that the first three hours of time expended by the Design Coordinator for each Lot shall be paid for by the Developer.

Article 2 - Building and Site Design

2.1 General

- 2.1.1 It is expressly understood that the provisions in this Article 2 are guidelines for owners and for the Design Coordinator and may be varied for individual lots provided that any such variations are approved in writing by the Developer and the Design Coordinator

2.2 Building Restrictions

Building coverage, size and height restrictions are as follows:

- | | | |
|-------|--|---|
| 2.2.1 | Minimum lot area | 0.167 ha. (0.412Ac = 18 000 ft ²) |
| 2.2.2 | Minimum lot width | 18m |
| 2.2.3 | Minimum lot frontage | 18m |
| 2.2.4 | Minimum front yard setback
(from common road) | 6m |
| 2.2.5 | Minimum side yard setback | 2m |
| 2.2.6 | Minimum rear yard (Lakefront) setback | |
| | - Principal Building | 20m |
| | - Decks | 15m |
| 2.2.7 | Maximum building height | |
| | - Principal Building | 12.2m (40') |
| | - Accessory Building | 8.5m (28') |
| 2.2.8 | Maximum structure height | 12.2m (40') |
| 2.2.9 | Maximum No. dwelling units | |
| | - Principal: | 1 |
| | - Guest accommodation: | 1 |

Note: 1 only secondary suite is allowed only within principal building or guest cottage, and suite area shall be a maximum 20% of principal building gross area.

- | | | |
|--------|---|-----------------|
| 2.2.10 | Minimum separation of accessory building from
Principal building | 3m |
| 2.2.11 | Maximum Lot Coverage (Building Footprint including attached garage) | |
| | - Principal Building | 25% of lot area |
| | - Accessory Buildings | 4% of lot area |
| 2.2.12 | Maximum Gross Square Footage (Floor Area Ratio-all floor areas) | |
| | - Principal Residence | 40% of lot area |
| | - Accessory | 8% of lot area |

2.3 Building Design

- 2.3.1 The principal Building on any Lot, and all accessory buildings on the Lot shall be of compatible design, with substantially the same roof forms, roof pitch(s) and overhangs, exterior finish materials, and colour scheme. The colour scheme shall be selected from a limited palette as defined by the Design Coordinator.
- 2.3.2 The siting of the principal Building and all accessory buildings should be carefully considered and respond to topography, soil conditions, orientation, access and circulation, snow management, view, privacy, weather, existing vegetation and relationship to any neighbour.
- 2.3.3 The principal Building on any Lot shall have a gross floor area (including all floor areas) of not less than 139 m² (1,500 ft²) and a minimum footprint of 111 m² (1,200 ft²), and not more than 40% of the lot area to a maximum of 668 m² (7,200 ft²), and provided that site coverage shall not in any event exceed 25% of the lot area.
- 2.3.4 The principal Building shall be 2 storeys minimum, and is limited to a maximum of three storeys, and shall not exceed 40 feet (12.2m) in height to peak of roof from lowest perimeter grade.
- 2.3.5 The maximum area of a 3rd storey shall be 25% of the building footprint, and it shall not exceed 50 % of the width or 60% of the length of the building.
- 2.3.6 No exterior wall shall exceed 2 storeys in height without an intervening step back or roof.
- 2.3.7 Lake facing building face shall not be on one continuous plane, but shall provide variation in overall form.
- 2.3.8 All roofs shall be sloped between 5/12 and 12/12. The use of lower sloped or flat roofs is not permitted, except where minor to the main roof and where approved in writing.
- 2.3.9 Cedar shingles and/or cedar shakes shall be permitted provided that they are pressure treated for preservation and fire retardation. Coloured metal roofing and asphalt shingles are also permitted.
- 2.3.10 Chimneys for fireplaces or metal vents shall be finished in stone, brick, or split faced concrete block. Flat grey concrete block chimneys are not permitted.

The form, colour and finish of all chimneys shall be compatible with and complement the design and finish materials of the Building in which they are located.

- 2.3.11 All exterior wall finishes are to be of natural materials such as wood siding, wood logs, cedar shingles and stone. The use of vinyl, stucco or brick as a predominant wall material is not encouraged. Subject to consideration and prior approval by the Design Coordinator on a case by case basis, composite materials that are designed to reflect natural materials would be permitted.
- 2.3.12 Principal buildings shall provide covered outdoor deck or patio area within the major rooflines.
- 2.3.13 Major rooflines shall be designed such that major eaves and soffits occur at the first floor level.
- 2.3.14 The use of concrete block or vinyl or aluminium siding is not permitted. Exposed concrete foundations are to be exposed to a maximum of two feet above grade and the use of stone at the base of walls is encouraged.
- 2.3.15 All wood shall be stained and/or preservative treated and all trims, doors and soffits should be stained or painted.
- 2.3.16 All flashings, plumbing stacks, and vents should be of a colour compatible with the adjacent roof colour.
- 2.3.17 Gutters and rain water leaders shall match in colour and be in a colour compatible with that of the trim colours used.
- 2.3.18 All decks, courtyards and patios shall be designed to complement the adjoining building design.
- 2.3.19 All garages are to be fully enclosed, with garage doors, and the design of any garage is to be compatible with the principal Building.
- 2.3.20 Accessory buildings, other than gazebos or similar open structures covering patio or deck areas, shall not be located to the rear (lake) side of the principal Building.

2.4 Site Design

- 2.4.1 All driveways must be constructed of an all-weather dust-free surface.
- 2.4.2 Landscaping requirements are as follows:
 - a) Landscape plan shall be submitted for approval showing all grading, structures, surfacing, planting, and identifying existing trees retained.
 - b) Any area designated as no-disturbance areas (the "No-disturbance Areas") by covenant on title in favour of Fisheries and Oceans Canada, the Ministry of Water, Land and Air Protection, and/or Columbia Shuswap Regional District shall be off limits for any landscaping or improvements of any kind.
- 2.4.3 The height, design and exterior finish of all fencing and screening shall be approved by the Design Coordinator prior to its construction. Fencing shall be of either timber, wood or the same material as the predominant exterior wall finish of the principal Building, and in a colour which complements the colours of such wall finish and any adjacent fascia or corner trim, or to match perimeter fence. Fencing to match perimeter fence constructed by Developer, shall be of compatible design and material being masonry and wood combination, or wood, timber, iron and stone (or in combination).
- 2.4.4 Fencing shall terminate in the vicinity of the boundary of the No-disturbance Areas.

2.5 Parking

- 2.5.1 All weather surfacing required for all parking. Provide stormwater drainage or permeable surfacing such as drainage pavers.

2.6 Services

- 2.6.1 All plumbing fixtures must be "low flow" fixtures.
- 2.6.2 All hydro and telephone lines on the strata lots shall be underground provided that hydro and telephone lines as installed by the Developer on the common property may be above ground.

FORM C

(Section 233)

Province of

British Columbia

GENERAL INSTRUMENT – PART 1

(This area for Land Title Office use)

SCHEDULE "C"

Page 1 of 6

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)
GILLESPIE RENKEMA BARNETT BROADWAY, LAWYERS CLIENT NO. 10588
 200 – 121 St. Paul Street INITIALS: DWG/pjc
 KAMLOOPS, BC V2C 3K8 FILE NO. DWG 03 0409 002
 PHONE: 374-4463
 Applicant / Solicitor / Agent FILE NAME: CAPTAINS VILLAGE

2. PARCEL IDENTIFIERS AND LEGAL DESCRIPTION(S) OF LAND: *
 (PID) (LEGAL DESCRIPTION)

SEE SCHEDULE

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
RENT CHARGE and PRIORITY OVER MTGE KM48119 and ASSIGNMENT OF RENTS KM48120	ENTIRE INSTRUMENT	TRANSFeree

4. TERMS: Part 2 of this instrument consists of (select one only):

(a) Filed Standard Charge Terms

(b) Express Charge Terms

(c) Release

D.F. No.

Annexed as Part 2

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *

ABCO MARINE DEVELOPMENTS LTD. (Inc. No. 327103) having an office at 200 – 121 St. Paul Street, Kamloops, BC V2C 3K8 –and – **BANK OF MONTREAL** as to priority

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

CAPTAIN'S VILLAGE UTILITIES INC. (Inc. No. 00647) having an office at Wharf Road, Scotch Creek, BC V0E 3L0

7. ADDITIONAL OR MODIFIED TERMS: *

N/A

8. EXECUTION(S): ** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Party(ies) Signature(s)

Y

M

D

04

ABCO MARINE DEVELOPMENTS LTD. by its authorized signatory:

DEAN ACTON

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 person to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Page 2 of 6

Officer Signature(s)

Execution Date

Party Signature(s)

Y

M

D

BANK OF MONTREAL by its
authorized signatories:

(as to both signatures)

04

04

CAPTAIN'S VILLAGE UTILITIES INC.
by its authorized signatory::

DEAN ACTON

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 person to the execution of this instrument.

Enter the required information in the same order as the information must appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *

(PID)

(LEGAL DESCRIPTION)

STRATA LOTS 1 TO 6 INCLUSIVE SECTION 27 TP 22 RGE 11 W6M
KDYD PLAN KAS_____

PART 2 - EXPRESS CHARGE TERMS:

WHEREAS:

A. The Transferor is the registered owner of an estate in fee simple of certain lands and premises located within the Vernon Assessment Area Province of British Columbia and more particularly described as:

STRATA LOTS 1 TO 6 INCLUSIVE SECTION 27 TP 22 RGE 11 W6M KDYD PLAN
KAS _____

(hereinafter called the "Lots")

B. The Transferee is the owner of a sewage disposal system to serve certain properties at Scotch Creek, British Columbia, including the Lots.

C. The Transferee has agreed to maintain the said sewage disposal system in order to provide service to the Transferor in the future with respect to the Lots upon the condition that the Transferor will pay an annual sewage availability of service charge to the Transferee as set forth in the Schedule of Sewer Rates (the "Schedule") attached hereto until such time as the Transferor shall make application to connect the Lots to the sewage disposal system operated by the Transferee and thereafter agrees to pay to the Transferee a connection fee and sewage disposal system users charge as set forth in the Schedule.

NOW THEREFORE WITNESS that for and in consideration of the Transferee making available to the Transferor and to others sewage disposal service in the future and in further consideration of the payment by the Transferee to the Transferor of the sum of One Dollar (\$1.00) of lawful money of Canada (the receipt of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. The Transferor does hereby grant to the Transferee for a term of fifty (50) years a yearly rent charge in the aggregate of the amounts set forth in the Schedule, to commence and to be computed from the date of granting of this rent charge, and to be charged upon and issuing and payable out of each of the Lots and which said yearly rent charge shall be deemed to accrue from day to day, but shall be paid in one annual instalment on the 1st day of April in each year, with the first payment being made on the 1st day of April next after registration of the strata subdivision creating the Lots.
2. Each of the Lots will be subject to the within rent charge.
3. The Transferor shall pay to the Transferee a connection fee of \$100.00 upon connecting any Lot to the Transferee's sewage disposal system.
4. The amount of the yearly rent charge for each of the Lots shall be as set out in the Schedule.
5. Upon the Transferor making application to the Transferee to connect any Lot to the sewage disposal system operated by the Transferee and agreeing to pay to the Transferee the connection fee and thereafter a sewage disposal system users' charge in accordance with the Schedule, then the above-mentioned rent charge shall abate as against such Lot for so

long as the connection fee is paid and the sewage system users' charge is paid in accordance with the Schedule. PROVIDED HOWEVER that the owner of such Lot has paid all arrears and interest to the Transferee including the connection fee and rent charge for such Lot accrued to the date of application for connection.

6. Any arrears of the connection fee and/or rent charge on any Lot shall bear interest from the due date until payment at the rate of eighteen (18%) percent per annum and shall be a charge upon such Lot in the same manner as the rent charge charged on the Lot
7. The Transferor Covenants with the Transferee that the Transferor and all persons deriving title under it will at all times hereafter pay to the said Transferee and the persons deriving title under it, the said connection fee and rent charge at the times and in the manner hereinbefore appointed for payment.
8. And it is further agreed that if default shall be made in payment of the connection fee and within rent charge or any part thereof, or interest for a period of sixty (60) days after the day hereinbefore appointed for payment thereof, then at any time thereafter, the Transferee may enter upon the Lot for which payment is in default, and distrain for the instalment or instalments in arrears and the distress or distresses then and there found to take, lead, drive, carry away and impound and the same to impound, take, hold and keep until the said connection fee and rent charge and the arrears and interest thereof, if any, together with all costs and charges incurred by such distress or in obtaining payment of the said rent charge shall be fully paid and satisfied.
9. And it is further agreed that if default be made for a period of sixty (60) days in the payment of any instalment or instalments hereby secured, the Transferee may forthwith sell and absolutely dispose of the Lot for which payment is in arrears, either by public auction or private contract as to it, the said Transferee, shall deem fit and proper and may buy in, rescind or vary any contract for the sale and resale without being responsible for any loss occasioned thereby and may convey and assure the same to the purchaser in fee simple and the Transferor hereby constitutes the Transferee, its successors and assigns, the attorney or attorneys irrevocable by dissolution or otherwise, of it the Transferor, its heirs executors or administrators to make such conveyance or conveyances PROVIDED HOWEVER that such power of sale shall not be exercised until after one (1) month's notice in writing shall have been given to the Transferor either by delivery to it or by delivery to a grown up person upon the Lot or by posting up thereupon, if vacant, and the further proviso that the Transferor does not, before the making of the sale, pay the amount in default with interest thereon and the costs of any such notice and proceedings of sale.
10. And it is agreed that upon the exercise of the said power of sale by the Transferee that no purchaser shall be bound to inquire whether any instalment or instalments of the said connection fee and rent charge is or are in arrears or as to the impropriety or irregularity of such sale and it shall as regards the purchaser or purchasers be deemed within the aforesaid power and be valid accordingly and the remedy (if any) of the Transferor in respect of any impropriety or irregularity in any such sale shall be in damages only and the purchaser or purchasers on any such sale shall not be required to see to the application of the proceeds of the sale or be accountable for any loss, misappropriation of misapplication thereof.
11. And it is further agreed that the monies realized by reason of any such sale as aforesaid shall be applied by the Transferee in the first place in payment of the expenses incurred in and about such sale or otherwise in relation to the premises and then in and towards

satisfaction of the monies for the time being owing upon the security of these presents and then in or towards the payment to the Transferee of an amount equal to the number of years of the rent charge then remaining, multiplied by the sum of ONE HUNDRED (\$100.00) DOLLARS and then to pay the surplus, if any, to the Transferor or as the Transferor shall direct.

12. In the event that the sewage disposal system operated by the Transferee shall at any future time be taken over and operated by any public authority having taxing powers, or pursuant to any "assurance plan" as defined in the Waste Management Act Municipal Sewage Regulation, then the Transferee shall release the Lots from the rent charge PROVIDED that the Transferor has paid all arrears and interest to the Transferee, including the rent charge accrued to the date of the release.
13. Notwithstanding anything herein contained, the Transferee may at any time release any of the Lots from the rent charge if in the Transferee's sole discretion such Lot is not intended to be built on without a further subdivision of the Lot.
14. And it is hereby agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators and assigns respectively.

SCHEDULE OF SEWER RATES

Sewer Connection Fee (per lot):	\$100.00
Sewage Availability Service Charge (per lot):	\$200.00 (payable annually commencing on April 1, 2005)
Sewage Disposal System User's Charge (per lot):	\$240.00 per year

The rates as set out herein may be changed by the Transferee from time to time based on actual costs and rates charged by comparable sewage disposal Providers.

CONSENT AND PRIORITY AGREEMENT (liens, charges and encumbrances)

BANK OF MONTREAL being the holder of the following registered charges, HEREBY CONSENTS TO the granting of the within Rent Charge and agrees that the same shall be binding upon and take priority over its interest in or charges upon the Lands.

Type of Charge: MORTGAGE and ASSIGNMENT OF RENTS

Registration Numbers of Charges: KM48119 and KM48120 respectively

END OF DOCUMENT

AMENDED BYLAWS

These bylaws replace the Schedule of Standard Bylaws which are contained in the Strata Property Act.

Division 1 — Duties of Owners, Tenants, Occupants and Visitors

ARTICLE 1 - PAYMENT OF STRATA FEES

1. (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner fails to pay the owner's strata fees on time, the owner must pay interest on the arrears at the rate of 12 per cent (12%) per annum compounded and calculated on a monthly basis from the date the payment was due and continuing until the last day of the month in which it is paid, and the interest shall form part of the owner's strata fees.
- (3) If, when an owner pays strata fees, the owner owes money to the strata corporation for a fine, or for the reasonable costs of remedying a contravention of the bylaws or rules, the strata corporation must apply that owner's payment to the amount outstanding in the following order:
 - (a) firstly, to a fine,
 - (b) secondly, to costs to remedy a contravention, and
 - (c) thirdly, to strata fees.

ARTICLE 2 – REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

2. (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

ARTICLE 3 - USE OF PROPERTY

3. (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,

- (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) Except as allowed by the written permission of the Strata Council, an owner, tenant or occupant shall not keep any pets on a strata lot other than:
 - (a) not more than 2 dogs; or
 - (b) not more than 2 cats; or
 - (c) not more than 1 dog and 1 cat.
- (5) Where these bylaws permit an owner, tenant, occupant or visitor to keep a dog on a strata lot, the owner, tenant, occupant or visitor, as the case may be, must not allow that dog to enter another strata lot except with the consent of the owner, or tenant of the other strata lot;
- (6) No dog shall be permitted on the common property unless the dog is on a leash or chain of no more than two (2) metres in length, and the dog is under the effective control of an adult responsible for that dog.
- (7) No owner, tenant, occupant or visitor shall allow a dog to cause unreasonable noise by barking.
- (8) No owner shall allow a dog to defecate on common property or a common asset or on a strata lot that the owner does not own, and must, if that dog deposits faeces on the common property, or on a common asset, or on any strata lot, immediately remove the faeces deposited by the dog.
- (9) Any damage or damages to a strata lot or to the common property caused by the wilful act of an owner, tenant, or occupant shall be the responsibility of the party causing the damage or damages and the Strata Corporation shall be entitled to assess the owner, tenant, or occupant the amount of any insurance deductible paid by the Strata Corporation in connection with such insurance claim.
- (10) No owner, tenant, or occupant shall make any claim against the insurance provided by the Strata Corporation without first giving written notice to the Strata Corporation of the intention to make such a claim.

- (11) No signs shall be posted on any strata lot or the common property unless prior written approval has been obtained from the Strata Corporation, provided that this provision shall not apply to the Developer while the Developer has unsold strata lots.
- (12) No unlicensed or inoperable vehicle or vehicles shall be parked or stored on common property or on strata lots.
- (13) Each owner shall be responsible for the repair, maintenance and replacement if necessary of all water lines, sewer lines, septic tank, and lift pump located within the boundaries of his or her strata lot.
- (14) Each owner shall comply with any statutory building scheme registered against the titles in the Strata and any breach of the statutory building scheme by an owner shall be deemed to be a contravention of these bylaws and the provisions relating to enforcement of bylaws shall apply.

ARTICLE 4 - INFORM STRATA CORPORATION

- 4. (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

ARTICLE 5 – DELETED INTENTIONALLY

5.

ARTICLE 6 - OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

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

ARTICLE 7 - PERMIT ENTRY TO STRATA LOT

- 7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 — Powers and Duties of Strata Corporation

ARTICLE 8 - REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

8. The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (iii) (E) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 — Council

ARTICLE 9 - COUNCIL SIZE

9. (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

ARTICLE 10 -COUNCIL MEMBERS' TERMS

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

ARTICLE 11 - REMOVING COUNCIL MEMBER

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

ARTICLE 12 - REPLACING COUNCIL MEMBER

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

ARTICLE 13 – OFFICERS

13. (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or

- (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

ARTICLE 14 - CALLING COUNCIL MEETINGS

- 14. (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

ARTICLE 15 - REQUISITION OF COUNCIL HEARING

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

ARTICLE 16 - QUORUM OF COUNCIL

- 16. (1) A quorum of the council is
 - (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members, and
 - (c) 3, if the council consists of 5 or 6 members.

- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

ARTICLE 17 - COUNCIL MEETINGS

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

ARTICLE 18 - VOTING AT COUNCIL MEETINGS

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

ARTICLE 19 - COUNCIL TO INFORM OWNERS OF MINUTES

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

ARTICLE 20 - DELEGATION OF COUNCIL'S POWERS AND DUTIES

20. (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

ARTICLE 21 - SPENDING RESTRICTIONS

- 21. (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

ARTICLE 22 - LIMITATION ON LIABILITY OF COUNCIL MEMBER

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

Division 4 — Enforcement of Bylaws and Rules

ARTICLE 23 - MAXIMUM FINE

- 23. The strata corporation may fine an owner or tenant a maximum of
 - (a) \$200 for each contravention of a bylaw, and

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

ARTICLE 24 - CONTINUING CONTRAVENTION

24. (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.
- (2) The strata corporation may sue an owner or other person in proceedings under the Small Claims Act (British Columbia) as such Act may be amended from time to time, to collect money owing to the strata corporation, including money owing as a fine, without the necessity of first passing a resolution at an Annual or Special General Meeting to authorize the proceedings.

Division 5 — Annual and Special General Meetings

ARTICLE 25 - PERSON TO CHAIR MEETING

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

ARTICLE 26 - PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

26. (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

ARTICLE 27 - VOTING

27. (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) No person shall be entitled to vote on behalf of a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot under Section 116(1).

ARTICLE 28 - ORDER OF BUSINESS

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

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 — Voluntary Dispute Resolution

ARTICLE 29 - VOLUNTARY DISPUTE RESOLUTION

29. (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Marketing Activities by Owner Developer

ARTICLE 30 - DISPLAY LOT

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

Signature of Council Member

Signature of Second Council Member
(not required if council consists of only one member)



Abco Marine Developments Ltd. (Inc.No.372103) c/o

D.S. Cunliffe, P.Eng., Consulting Services

1925 Valleyview Drive

Kamloops BC, V2C 4C1

Your File

Our File 02-131-16528

Date (yyyy/mm/dd) 2004/04/22

16529

Proposed subdivision of Part of that part of the SW ¼ Sec.27, Tp.22, Rg.11, W6M, KDYD, which is not covered by the waters of Shuswap Lake except:

- (1) Plan attached to DD 5921F
- (2) Plan B5406, 8408, 9416 and 9920

Your proposal for a 6 lot bare land strata subdivision has received preliminary layout approval, subject to the following condition(s):

Fee Simple Requirements:

1. Prior registration of the proposed lots which were granted conditional Preliminary Layout Approval April 22, 2004 under our file 02-131-16528.
2. Written confirmation of approval from the Columbia Shuswap Regional District of compliance with Section 941 of the Local Government Act.

Bare Land Strata Requirements:

1. Written confirmation of approval from the Columbia Shuswap Regional District stating compliance with all bylaw requirements.
2. Proof of connection to an approved Community Sewer System constructed in accordance with the Sewage Disposal Regulations. Said system to be designed, supervised and certified as having been constructed in accordance with good engineering practice by a Professional Engineer.
3. Proposed Common Road to be cleared constructed and paved to Ministry standard, including 10m radius cul-de-sac to the satisfaction of the District Highways Manager with drainage complete to an approved outfall (Shuswap Lake). Common area for surface drainage to be provided, where required, at a minimum of 6m in width. Engineered drawings showing the proposed Common Road vertical and horizontal alignment to be submitted to, and approved by, the District Official prior to the commencement of any works. Hydro seeding of cut and fill slopes will be required to reduce the spread of noxious weeds and erosion. All proposed works to be designed and constructed in accordance with the Land Development Guidelines for the Protection of Aquatic Habitat. Please note the design speed for this classification of road is 30 km/h.
4. Proposed Common Road to be established 15m in width or 3m beyond any cuts or fills, whichever is greater. 6m X 6m-corner cutoff to be established at all intersections.
5. Public Road, which was constructed as a requirement of the Preliminary Layout Approval dated April 06, 2004 under our file 02-131-16528 to be paved to Ministry standards.
6. Provision of a Statutory Declaration requesting relief from the requirements of Section 8(1) (a) of Strata Property Act Regulation 75/78 and signing notation on the final plan.

Local District Address
Ministry of Transportation
Okanagan Shuswap District
850C – 16 th Street NE, Box 100 Station Main
Salmon Arm BC, V1E 4S4

The applicant is to be advised that the site lies within a Rural Urban Interface Area and may be subject to hazard of wildfire. The property owners must assume an ongoing role to protect their housing investment. It would therefore be prudent for them to contact the Ministry of Forests to determine ways to minimize the threat of wildfire.

Please be advised that the parent property is subject to the Heritage Conservation Act, and it would be prudent to obtain the necessary approvals [pursuant to Section 13(2) of the Act] prior to the commencement of any land alteration activities.

The approval granted is only for the general layout of the subdivision and is valid for one year from this letter. However, if at any time there is a change in legislation, regulations or bylaws this preliminary layout approval is automatically cancelled.

Submission of Final Plans(Mylar and 5 prints) to be accompanied by a current Tax Certificate (FIN 55), together with a plan examination fee of \$100.00 plus \$100.00 per lot created by the plan and made payable in the form of a cheque to the Minister of Finance and Corporate Relations. If you have any questions please do not hesitate to call Terry Jones at (250) 833-3373

(Name of Technician)

Yours truly,


Terry Jones
District Development Technician
Ministry of Transportation

cc.: Provincial Approving Officer (Kamloops), Interior Health, Columbia Shuswap Regional District

Local District Address
Ministry of Transportation
Okanagan Shuswap District
850C – 16 th Street NE, Box 100 Station Main
Salmon Arm BC, V1E 4S4



May 18, 2004

File: 02-131-16528

Your file:

Abco Marine Developments Ltd. (Inc.No.372103) c/o
D.S. Cunliffe, P.Eng., Consulting Services
1925 Valleyview Drive
Kamloops BC, V2C 4C1

Dear Sir:

Re: Proposed Subdivision of Part of that part of the SW ¼ Sec.27, Tp.22, Rg.11, W6M, KDYD, which is not covered by the waters of Shuswap Lake except:

- 1. Plan attached to DD5921F**
- 2. Plan B5406, 8408, 9416 and 9920.**

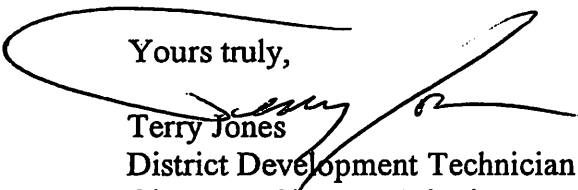
Please be advised that your Preliminary Layout Approval dated April 22, 2004 is hereby amended to include:

11. Pursuant to Section 219, 155(3) and 207(1) of the Land Title Act, applicant to enter into a suitable restrictive covenant, regarding the land which may be subject to flooding, as outlined by Fisheries and Oceans Canada in their letter dated May 5, 2004. The covenant must have priority over all financial charges and be in favor of [1] Her Majesty the Queen in the Right of Canada as represented by Fisheries and Oceans Canada and [2] the Columbia Shuswap Regional District. The notation on the final plans must accurately reflect the named parties on the covenant document.

Please note that all remaining conditions still apply.

If you have any questions or require additional information please call.

Yours truly,


Terry Jones
District Development Technician
Okanagan Shuswap District
TJ/thj

cc.: Columbia Shuswap Regional District, Fisheries and Oceans Canada,
Provincial Approving Officer



June 3, 2004
File: 02-131-16529

Abco Marine Developments Ltd. (Inc.No.372103) c/o
D.S. Cunliffe, P.Eng., Consulting Services
1925 Valleyview Drive
Kamloops BC, V2C 4C1

Dear Sir:

**Re: Proposed Subdivision of Lot 3, SW ¼ Sec.27, Tp.22, Rg.11, W6M, KDYD,
Plan KAP_____. (Abco)**

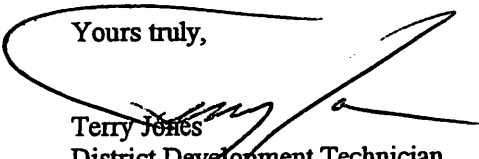
Please be advised that condition no.3 of the Bare Land Strata Requirements of your Preliminary Layout Approval dated April 22, 2004 is hereby amended:

3. Proposed Common Road to be cleared constructed and paved to Ministry standard, including 10m radius cul-de-sac to the satisfaction of the District Highways Manager with drainage complete to an approved outfall (Shuswap Lake). Common area for surface drainage to be provided, where required, at a minimum of 6m in width. Three copies of engineered drawings showing vertical and horizontal alignments, cross sections, drainage works to a natural outfall, superelevation design and all utility locations to be submitted to, and approved by, the District Official prior to the commencement of any works. Drawing to be supplied to, and approved by all utility companies in regards to all utility locations. Hydro seeding of cut and fill slopes will be required to reduce the spread of noxious weeds and erosion. All proposed works to be designed and constructed in accordance with the Land Development Guidelines for the Protection of Aquatic Habitat. Please note the design speed for this classification of road is 30 km/h.
- Said road and drainage works to be designed, supervised and certified as having been constructed in accordance with good engineering practices and according to acceptable Ministry of Transportation standards and requirements.
 - Copies of all test results to accompany the Engineer's certification letter.
 - As built drawings to be submitted to the Ministry upon completion of the road and drainage works.

Please note that all remaining conditions still apply.

If you have any questions or require additional information please call.

Yours truly,


Terry Jones
District Development Technician
Okanagan Shuswap District
TJ/thj
cc.: Provincial Approving Officer

Ministry of
Transportation

Okanagan – Shuswap District
Salmon Arm Office

Mailing Address
Box 100, Station Main
Salmon Arm BC
V1E 4S4

Site Address
850C – 16 Street NE
Office: 250-833-3373
Fax: 250-833-3380

Web Address:
Terry.Jones@gems.gov.bc.ca

**THE ESTATES AT CAPTAIN'S VILLAGE
ESTIMATED BUDGET FOR FIRST 12 MONTH PERIOD STARTING FROM THE
DATE OF THE CONVEYANCE OF THE FIRST LOT IN THE SUBDIVISION**

OFFICE AND MEETING EXPENSE	\$	100.00
BANK CHARGES		200.00
INSURANCE RE COMMON PROPERTY AND COMMON FACILITIES		2,000.00
STREET SWEEPING		500.00
GARBAGE COLLECTION		1,000.00
LANDSCAPING MAINTENANCE		500.00
SNOW REMOVAL		1,500.00
MISCELLANEOUS		<u>500.00</u>
SUB-TOTAL ESTIMATED EXPENSES:		6,300.00
10% contingency reserve contribution		<u>630.00</u>
TOTAL:	\$	6,930.00

The cost per strata lot for the six (6) lots in the subdivision would be approximately \$100.00 per month. Please note that sewage disposal charges are not included in the strata budget as each strata lot owner will pay sewage disposal charges directly to the sewage disposal provider as per the Rent Charge.