

**REFLECTION POINT
DISCLOSURE STATEMENT**

REFLECTION POINT RESORT LTD.
PETRA HENRIETTE BONTKES
THE JEFFREY BONTKES FAMILY TRUST
ROBERT BONTKES FAMILY TRUST (2004)
DALE ALEXANDER KIRKLAND
R.A.B. PROPERTIES #2 LTD.
608960 B.C. LTD.
DANIER HOMES INC.
#205, 6360 - 202nd Street, Langley, BC V2Y 1N2

Phone: (604) 532-6060
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Address for Service in British Columbia for the Developer
#205, 6360 - 202nd Street, Langley, BC V2Y 1N2

REAL ESTATE BROKERAGES

Re/Max Realty Solutions
8507 Main St, Osoyoos, BC V0H 1V0
Homelife Benchmark Titus Realty
#101 15385 No. 10 Highway, Surrey BC V3S 0X9

Date of Disclosure Statement: July 17, 2015

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:

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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.

RIGHT OF RESCISSION

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

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

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

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

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1 The Developer

1.1 Incorporation Particulars of the Developer

The Developer REFLECTION POINT RESORT LTD. was incorporated under the laws of the Province of British Columbia on July 27th, 2010 under certificate of incorporation number BC0886793.

The Developer R.A.B. PROPERTIES #2 LTD. was incorporated under the laws of the Province of British Columbia on February 1st, 2008 under certificate of incorporation number BC0815491.

The Developer 608960 B.C. LTD. was incorporated under the laws of the Province of British Columbia on June 13, 2000 under certificate of incorporation number BC608960.

The Developer DANIER HOMES INC. was incorporated under the laws of the Province of British Columbia on July 13th, 2004 under certificate of incorporation number BC0699549.

The Developer PETRA HENRIETTE BONTKES is an individual with an address at #205, 6360 - 202 Street, Langley, B.C. V2Y 1N2.

The Developer, JEFFREY BONTKES FAMILY TRUST, is trust established under the laws of British Columbia and has an address at #205, 6360 -202 Street, Langley, B.C. V2Y 1N2.

The Developer, ROBERT BONTKES FAMILY TRUST (2004) is trust established under the laws of British Columbia and has an address at #100, 20120 - 64th Avenue, Langley, B.C. V2Y 1M8.

The Developer DALE ALEXANDER KIRKLAND is an individual with an address at #205, 6360 - 202 Street, Langley, B.C. V2Y 1N2.

1.2 Developer's Purpose and Assets

The Developer REFLECTION POINT RESORT LTD. was incorporated specifically for the purpose of developing the strata lots that are the subject of this disclosure statement and does not have other assets or business interests in the Province of British Columbia.

The Developer R.A.B. PROPERTIES #2 LTD. was not incorporated specifically for the purpose of developing the strata lots that are the subject of this disclosure statement and does have other assets or business interests in the Province of British Columbia.

The Developer 608960 B.C. LTD. was not incorporated specifically for the purpose of developing the strata lots that are the subject of this disclosure statement and does have other assets or business interests in the Province of British Columbia.

The Developer DANIER HOMES INC. was not incorporated specifically for the purpose of developing the strata lots that are the subject of this disclosure statement and does have other assets or business interests in the Province of British Columbia.

The Developer, JEFFREY BONTKES FAMILY TRUST, has an address at #205, 6360 -202 Street, Langley, B.C. V2Y 1N2.

The Developer, ROBERT BONTKES FAMILY TRUST (2004) has an address at #100, 20120 - 64th Avenue, Langley, B.C. V2Y 1M8.

1.3 The Developer's Registered and Records Office

The Developer REFLECTION POINT RESORT LTD. has a registered and records office at #100, 20120 - 64th Avenue, Langley, B.C. V2Y 1M8.

The Developer R.A.B. PROPERTIES #2 LTD. has a registered and records office at #310, 9440 - 202nd St, Langley, BC V1M 4A6.

The Developer 608960 B.C. LTD. has a registered and records office at #310, 9440 - 202nd St, Langley, BC V1M 4A6.

The Developer DANIER HOMES INC. has a registered and records office at #100, 20120 - 64th Avenue, Langley, B.C. V2Y 1M8.

- 1.4 Directors of the Developer:
REFLECTION POINT RESORT LTD. – Robert Bontkes
R.A.B. PROPERTIES #2 LTD. – Robert A. Barker
608960 B.C. LTD. Joanne C. Barker
DANIER HOMES INC. - Cornelis Willem van Rhee and Natasja van Rhee
The Trustee of the Developer, JEFFREY BONTKES FAMILY TRUST, is Jeffrey Bontkes.
The Trustees of the Developer, ROBERT BONTKES FAMILY TRUST (2004) are Robert Bontkes and Tako van Popta.
- 1.5 Background for Developer, Directors, Officers and Principal Holders
- (1) The developer REFLECTION POINT RESORT LTD. has 4 years' experience in the land development industry, creating and servicing the development property. The developer's officers and directors have 40 years' experience in the land development industry, creating residential and commercial subdivisions and developments.
The developer R.A.B. PROPERTIES #2 LTD. has 7 years' experience in the land development industry, creating and servicing the development property. The developer's officers and directors have 15 years' experience in the land development industry, creating residential and commercial subdivisions and developments.
The developer 608960 B.C. LTD. has 15 years' experience in the land development industry, creating and servicing the development property. The developer's officers and directors have 15 years' experience in the land development industry, creating residential and commercial subdivisions and developments.
The developer DANIER HOMES INC. has 10 years' experience in the land development industry, creating and servicing the development property. The developer's officers and directors have 12 years' experience in the land development industry, creating residential and commercial subdivisions and developments.
The Developer, JEFFREY BONTKES FAMILY TRUST, has 4 years' experience in the land development industry, creating and servicing the development property. The developer's Trustee has 20 years' experience in the land development industry, creating residential and commercial subdivisions and developments.
The Developer, ROBERT BONTKES FAMILY TRUST (2004) has 4 years' experience in the land development industry, creating and servicing the development property. The developer's Trustees have 40 years' experience in the land development industry, creating residential and commercial subdivisions and developments.
- (2) Within the 10 years before the date of the developers' declaration attached to this Disclosure Statement, none of the developers, nor any principal holder of a developer, nor any director or officer or trustee of a developer or principal holder, 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.
- (3) Within the 5 years before the date of the developers' declaration attached to this Disclosure Statement, none of the developers, nor any principal holder of a developer, nor any director or officer or trustee of a developer or principal holder, 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 the assets of that person.

- (4) Within the 5 years before the date of the developers' declaration attached to this Disclosure Statement, no trustee, director, officer or principal holder of a developer, nor any director or officer of a principal holder has been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer:
- (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, and describe any penalties or sanctions imposed, or
 - (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

1.6 Conflicts of Interest

Dale Alexander Kirkland, one of the developers, is employed by Homelife Benchmark Titus Realty, one of the listing agents for the sale of development units.

2 General Description

2.1 General Description of the Development

The development property is a residential development enclave amidst active orchard, vineyard and farming operations in rural Osoyoos, excluded from the Agricultural Land Reserve (ALR) in 2005. The surrounding properties remain within the ALR and their land uses are governed by any applicable Provincial legislation and Regional District bylaws. Owners of surrounding properties may conduct active farming, growing and processing operations, or any other operation ancillary to the foregoing. It is the responsibility of purchasers to satisfy themselves as to the potential level of noise from machinery and equipment, and potential odours emanating from these agricultural operations. There is an active packing plant located within 100 metres of the northwest corner of the development property.

The overall development site is 3.62 hectares. The strata lots will be located on approximately 3.62 hectares of the site, with the remaining acreage as common property designated for recreational uses. The development will consist of 30 bare land residential/recreational strata lots. Only the 8 strata lots in phase 1 of the development described on the plan attached as Exhibit A will be marketed at this time.

The current civic location of the development is 3.62 hectares situated at 120th Avenue & 87th Street, Osoyoos, B.C.

The developers hold a water license (attached as Exhibit E) from the Province of British Columbia with respect to an area adjacent to phase 2 of the development, for the purposes of a marina. The developers will assign this license to the strata corporation upon deposit at the Land Title Office of strata plan creating phase 1 of the development. Since purchasers of strata lots in phase 1 of development may apply for separate water licenses to build individual boat docking facilities, the strata corporation by-laws (attached as Exhibit F) provide for the use of the marina by the owners of strata lots 9 to 30 only.

The development will include a fire protection system and sanitary pump station as common facilities. The operation and maintenance costs of the fire protection system and sanitary pump

station, including any insurance costs, will be shared among the strata lots according to their respective strata unit entitlement.

2.2 Permitted Use

The development property is zoned RS-1, residential single family one zone. A copy of the Regional District zoning by-law is attached as Exhibit B. The zoning by-law permits uses of the strata lots for daycare, secondary suites, B&B and home based businesses.

Purchasers may obtain further information about zoning requirements and permissible uses from Regional District of Okanagan-Similkameen, 101 Martin Street, Penticton, BC V2A 5J9, by telephone at 250-492-0237, or Toll Free: 1-877-610-3737, or by email to info@rdos.bc.ca, or from the Regional District's website <http://www.rdos.bc.ca/>.

2.3 Building Construction

A strata lot purchaser will be responsible for obtaining a building permit from the Regional District of Okanagan-Similkameen. There will be a registered building scheme to regulate the use of the strata lots and the types of buildings which may be constructed, a copy of which is attached as Exhibit C. Purchasers will be obligated to have their building plans reviewed and approved by the developers' Design Consultant (Tynan Consulting).

Purchasers will be responsible for paying the Design Consultant fee ("Design Review Fee") to the Developer upon the Completion Date of the strata lot. The Design Review Fee is \$675.00 plus 5% Goods and Services Tax (GST). The Developer will collect the fee and remit it to the Design Consultant. This Design Review Fee is a non-refundable fee for design review and approval of the proposed dwelling and lot grading. If not already collected, the Design Review Fee is subject to change without notice. The Design Review Fee covers the inspection of the proposed dwelling and lot grading by the Design Consultant to satisfy the building scheme. If, after obtaining approval of the proposed dwelling and/or lot grading on a strata lot, the Purchaser submits a new design for the same lot, a new Design Review Fee will be charged to the Purchaser.

The purchaser is obliged to complete the exterior of any building or house within one (1) year of commencing construction of said building or house in accordance with plans and designs which have been approved by the Design Consultant. The purchaser is obliged to keep his strata lot and street frontage clean at all times during and after house construction, lot grading and landscaping.

The purchaser is obliged to post-up a Security Deposit with the developers in the amount of Ten Thousand Dollars (\$10,000.00) per strata lot by cash or letter or credit (in a form acceptable to the developers) to ensure compliance with the building scheme and to satisfy the purchaser's obligations. In addition to ensuring compliance with the building scheme, the developer may use all or part of the Security Deposit for the following:

- Paying the Design Review Fee if the purchaser fails to do so.
- Correcting any or all construction that does not comply with the approved plan/lot grading and building scheme, including driveway installation, tree retention, tree planting, fencing, retaining wall (if approved by the Design Consultant), and landscape requirements.
- Completing any of the purchaser's obligations, including driveway construction, under the building scheme.
- Rectifying unapproved site or lot grading changes made by the purchaser.
- Completing individual lot siltation control requirements if not in place or not functioning.
- Replanting or replacing boulevard landscaping or the required replacement trees if not of approved size and species and/or planted improperly, and reimbursing the project

arborist for every re-inspection required.

- Repairing municipal services and requirements including: lot grading, curbs, sidewalks, driveway access, swales, light standards, boulevard landscaping, and a share of the storm sewer cleaning.
- Purchaser's share of costs for: street sweeping, storm system cleaning, garbage removal, and security personnel.
- Replacing survey pins and correcting any damage to subdivision services on/or adjacent to the strata lot.
- Completing of any works by the developers under the direction of the municipality's Erosion and Sediment Control Bylaw (where applicable) and the Best Management Practices therein.

2.4 Phasing

The 30 bare land strata lots will be created in two phases, 8 strata lots in phase 1 and 22 strata lots in phase 2. The developers are currently marketing the strata lots in phase 1.

The developers are entitled to elect not to proceed with subsequent phase two of the development. A copy of the Form P, Phased Strata Plan Declaration approved by the approving officer for the Ministry of Transportation and Infrastructure is attached as Exhibit D.

The developers will construct a marina facility within the water license attached as Exhibit E, in conjunction with phase 2 of the development. The facility will be completed within 24 months after deposit of the phase 2 strata plan.

3 Strata Information

3.1 Unit Entitlement

The Unit Entitlement (Form V, Exhibit I, attached) of each strata lot indicates its share in the ownership of the common property, common facilities and other assets of the Strata Corporation. It is also the figure used to determine the owner's contribution toward the common expenses. Each Strata Lot will have the same Unit Entitlement.

3.2 Voting Rights

The owner or owners of each strata lot will be entitled to one vote.

3.3 Common Property and Facilities

The developers will contribute the following common facilities:

An assignment of the water license attached as Exhibit E, ultimately for the benefit of strata lots 9 to 30 only,

A marina in the water license area, for the benefit of strata lots 9 to 30 only.

Water system for fire protection

Sanitary pump station

3.4 Limited Common Property

The strata plans will not provide for the designation of limited common property.

3.5 Bylaws

The strata corporation by-laws are attached as Exhibit F.

After deposit of the strata plan which creates phase 2 of the development, the owners of strata lots 1 to 8 will not be entitled to use the marina located adjacent to the westerly part of the development, nor will they be entitled to share in the revenue from the marina. After deposit of the strata plan which creates phase 2 of the development, the owners of strata lots 9 to 30 will be entitled to the exclusive use of the marina and any revenue therefrom, and will bear the entire cost of maintaining the marina facilities, and maintaining and renewing the water license.

3.6 Off-Street Parking

Each strata lot will include sufficient space to park two passenger vehicles or light trucks.

3.7 Budget

Strata lot owners will be responsible for paying the costs of natural gas, electricity, cable television, internet service, and other utilities consumed by the owners of strata lots. The proposed operating budget of the strata corporation and the allocation of that budget amongst the individual strata lot owners (based on Unit Entitlement) are attached as Exhibit G.

3.8 Utilities and Services

The following services will be provided to the development: Potable water (by Town of Osoyoos, sewerage (by Town of Osoyoos), and fire protection (by Regional District); electricity (by FortisBC); telephone/cable (by Telus/Eastlink); natural gas (by FortisBC) garbage collection (by private contractors, not yet selected); and internal roads (installed by developer, maintained by strata corporation). The developer will provide utility connections to the strata lot boundaries. The expected date for substantial completion of the servicing is July 31, 2015.

Purchasers of strata lots will be responsible for permits, connection and hook-up costs. The developers will complete the civil work infrastructure requirements for FortisBC (electricity and gas), Eastlink (cable) and Telus, but the actual commissioning of these services is the responsibility of the utility companies. The developers will not in any way impede the utility companies' progress, and will ensure that all necessary applications are submitted in a timely manner. Strata lots will be graded in accordance with the lot grading plan required by the Regional District and approved by the Design Consultant, and within the tolerances permitted by the Regional District. Purchasers will have access to the development from 120th Avenue. Access to individual strata lots will be provided by common property designated as roads. The developers will cause the strata corporation to contract with a waste services company for garbage collection from the development.

3.9 Strata Management Contracts

The developers have not entered into any strata management contracts. After conveyance of the first strata lot to a purchaser, the developers will cause the strata corporation to enter into a strata management contract with a provider unrelated to the developers.

3.10 Insurance

The developers will maintain course of construction and liability insurance coverage during the construction period of not less than \$2,000,000. The developers or the manager for the strata corporation will obtain insurance in the name of the strata corporation upon completion of construction, for common property, common assets and facilities. The developers or the Manager will obtain insurance in the name of the strata corporation against liability for property damage and bodily injury in an amount not less than \$2,000,000. Purchasers should obtain appropriate homeowner insurance coverage for their strata lots, improvements and the contents, and for third party liability.

3.11 Rental Disclosure Statement

The developers do not intend to file a Rental Disclosure Statement.

4 Title and Legal Matters

4.1 Legal Description

The legal description of the development property consists of the following lands: 024-107-867 LOT 2 DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN KAP61284, 024-108-561 LOT 2 DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN KAP61285, 026-579-201 LOT A DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN KAP80304 and 026-579-219 LOT B DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN KAP80304. The developers intend to consolidate the development property into a single parcel with the following legal description: LOT A DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE DISTRICT PLAN EPP51294.

4.2 Ownership

The registered owners of the development property are:
Reflection Point Resort Ltd., Petra Henriette Bontkes, The Jeffrey Bontkes Family Trust, Robert Bontkes Family Trust (2004), Dale Alexander Kirkland, R.A.B. Properties #2 Ltd., 608960 B.C. Ltd. and Danier Homes Inc.

4.3 Existing Encumbrances and Legal Notations registered against the development property

- (a) Legal Notation with respect to a permit under part 26 of the Local Government Act filed under number LB356946;
- (b) Covenant in favour of the Crown in Right of British Columbia and the Regional District of Okanagan Similkameen registered under number KM20300 requiring measures to prevent damage from flooding and releasing the Crown and the Regional District from liability for any such damage;
- (c) Statutory Right of Way KG110947 in favour of Regional District of Okanagan Similkameen for municipal services, modified by KV159736, KW4210, KW15896, KW20662 and KW35694;
- (d) Statutory Rights of Way LB465450 and LB465451 in favour of the Corporation of the Town of Osoyoos for a sanitary sewer main, to be discharged and replaced by a new Statutory Right of Way in a more convenient location;
- (e) Statutory Right of Way KG110948 in favour of Regional District of Okanagan Similkameen for municipal services, modified by KV154479, KV159735, KW15897, KW20663 and KW4211;
- (f) Covenant in favour of the Crown in Right of British Columbia and Regional District of Okanagan Similkameen registered under number KM20305 requiring measures to prevent damage from flooding and releasing the Crown and the Regional District from liability for any such damage.

4.4 Proposed Encumbrances to be registered against the development property:

- (a) Statutory Right of Way in favour of the Town of Osoyoos for sanitary sewer works, to replace the statutory rights of way described in section 4.3(d);
- (b) Form P Phased Strata Plan Declaration;
- (c) Covenant under section 219 of the Land Title Act in favour of the Crown in Right of British Columbia and Regional District of Okanagan Similkameen requiring measures to prevent damage from flooding and releasing the Crown and the Regional District from liability for any such damage;
- (d) Statutory Building Scheme, a copy of which is attached as Exhibit C;
- (e) Statutory Rights of Way in favour of FortisBC Inc. for electrical service to the development;
- (f) Statutory Right of Way in favour of FortisBC Energy Inc. for natural gas service to the development;
- (g) Statutory Right of Way in favour of Telus Communications Inc. for communications service to the development;
- (h) Statutory Right of Way in favour of Persona Communications Inc. for communications service to the development;
- (i) Easement over part of the phase 2 lands in favour of the strata corporation for a water line to provide fire protection to the development;
- (j) Easement over part of Strata Lot 2 in favour of Strata Lot 1 for driveway access;
- (k) Easement over part of Strata Lot 8 in favour of the strata corporation for sanitary sewer services.

4.5 Outstanding or Contingent Litigation or Liabilities

There is no outstanding or anticipated litigation or liability in respect of the development, or against the developers, which may affect the development.

4.6 Environmental Matters

Due to the risk of damage by flooding, the covenant described in section 4.3(g) requires that no habitable space in buildings on the strata lots, including any heating/ventilation and air conditioning (HVAC) equipment, the floor joists or slabs of floors containing any of the foregoing may be constructed below the Flood Construction Level (FCL) of 280.72 metres geodetic. The bylaws of the Regional District with respect to Floodplain Regulations provide that:

- (a) no building or structure shall be located within 7.5 metres of the natural boundary of any lake, pond or marsh, or the top of bank where the bank is within 7.5 metres of the same.
- (b) No person must place any structural support for a habitable area or fill on land designated as a floodplain setback area.
- (c) No person must construct, reconstruct, move or extend a floor system or pad which supports a habitable area, such that the underside of the wooden floor system or the top of the pad or the ground surface on which it is located, is lower than 280.70 metres Geodetic Survey of Canada (G.S.C.) datum.
- (d) Dwelling units must be located with the underside of a wooden floor system, or the top of the pad of any habitable area, or the ground surface on which it is located, no lower than 1.0 metre above the natural ground elevation taken at any point on the perimeter of the building, or no lower than 280.70 metres Geodetic Survey of Canada (G.S.C.) datum, whichever is greater.

The developers obtained an Environmental Release from the BC Ministry of Environment (MOE) on November 23rd, 2012 for site remediation and a screening level risk assessment done on the development property. The Victoria/Regional file number is 26250-20/3145, and the property (situated in Phase 2) is identified Site No. 3145.

The ground water in the development is unsuitable for drinking purposes.

5 Construction and Warranties

5.1 Construction Dates

For the purposes of this section:

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

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

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

The estimated dates of commencement and completion of construction of services and utilities are:

<u>Phase</u>	<u>Commencement of Construction</u>	<u>Completion of Construction</u>
1	August 1, 2014	June 30 to September 30, 2015
2	May 1 to July 31, 2016	February 1 to April 30, 2017

5.2 Warranties

No construction or equipment warranties will be provided with respect to sales of unimproved strata lots.

6 Approvals and Finances

6.1 Development Approval

The approving officer for the Ministry of Transportation and Infrastructure has given preliminary layout approval by letter dated March 25, 2013, extended July 18, 2014 for phase 1 of the development.

6.2 Construction Financing

The developers will finance the creation and servicing of the bare land strata lots from their own resources.

7 Miscellaneous

7.1 Deposits

All monies received from a purchaser will be held in trust by the developer's real estate agent (Re/Max Realty Solutions or Homelife Benchmark Titus Realty) or lawyer (McQuarrie Hunter LLP) in the manner required by the *Real Estate Development Marketing Act*.

7.2 Purchase Agreement

- (a) A copy of the developers' form of purchase agreement is attached as Schedule H to this Disclosure Statement.
- (b) The developers may not terminate the purchase agreement unless the purchaser is in default. The purchaser may not terminate the purchase agreement unless the developers are in default.
- (c) The developers may not extend the time for completing the sale of a strata lot. The purchaser does not have the right to extend the time for completing the purchase of a strata lot. If the developers agree to give the purchaser additional time to complete the purchase of a strata lot, the developers may request a fee or price increase.
- (d) A purchaser may assign the purchaser's agreement to purchase a strata lot, with the developers' written consent. An assignment will not relieve the purchaser from the purchaser's obligations under the purchase agreement. No assignment will be permitted fewer than five days prior to the completion date for the sale.
- (e) The purchaser's deposit will not be invested.

7.3 Developers' Commitments

The developers will construct a marina facility in the within the water license attached as Exhibit E, in conjunction with phase 2 of the development. The facility will be completed within 24 months after deposit of the phase 2 strata plan. The developers will not post any security for this commitment.

Risks associated with this commitment:

The developers may not complete the marina within the specified time, or at all.

The developers may elect not to proceed with phase 2 of the development, in which case the owners of strata lots in phase 1 of the development will remain responsible for the water License.

The Ministry of Environment may elect not to renew the water license when it expires on August 1, 2019.

7.4 Other Material Facts

After deposit of the strata plan required to create phase 2 of the development, owners of strata lots in phase 1 will not have access to, nor will they have any interest in, the private marina planned for the use of Phase 2 owners. A purchaser of a strata lot in phase 1 of the development may elect to seek approval for a private dock adjacent to their strata lot, but they do so at their own cost. The developers do not guarantee approval of private docks in Phase 1 since such applications must be made to appropriate government agencies.

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 July 17, 2015.

REFLECTION POINT RESORT LTD. (Corporate Developer) per:

Robert Bontkes

Robert Bontkes, Director

R.A.B. PROPERTIES #2 LTD. (Corporate Developer) per:

Robert A. Barker

Robert A. Barker, Director

608960 B.C. LTD. (Corporate Developer) per:

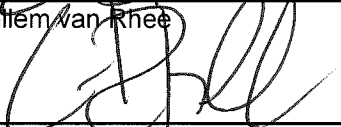
Joanne C. Barker

Joanne C. Barker, Director

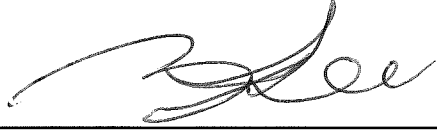
DANIER HOMES INC. (Corporate Developer) per:



Cornelis Willem van Rhee



Cornelis Willem van Rhee, Director




Natasja van Rhee, Director

JEFFREY BONTKES FAMILY TRUST (Corporate Developer) per:

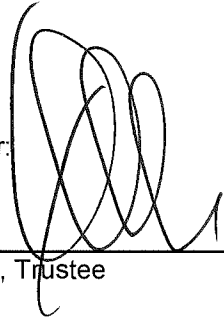


Jeffrey Bontkes, Trustee

ROBERT BONTKES FAMILY TRUST (2004) (Corporate Developer) per:



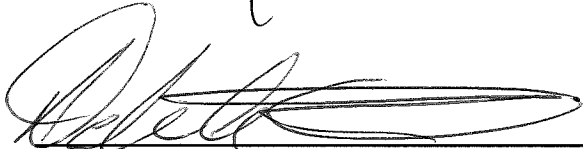
Robert Bontkes, Trustee



Tako van Popta, Trustee



Petra Henriette Bontkes



Dale Alexander Kirkland

Exhibits

Exhibit A Development Plan

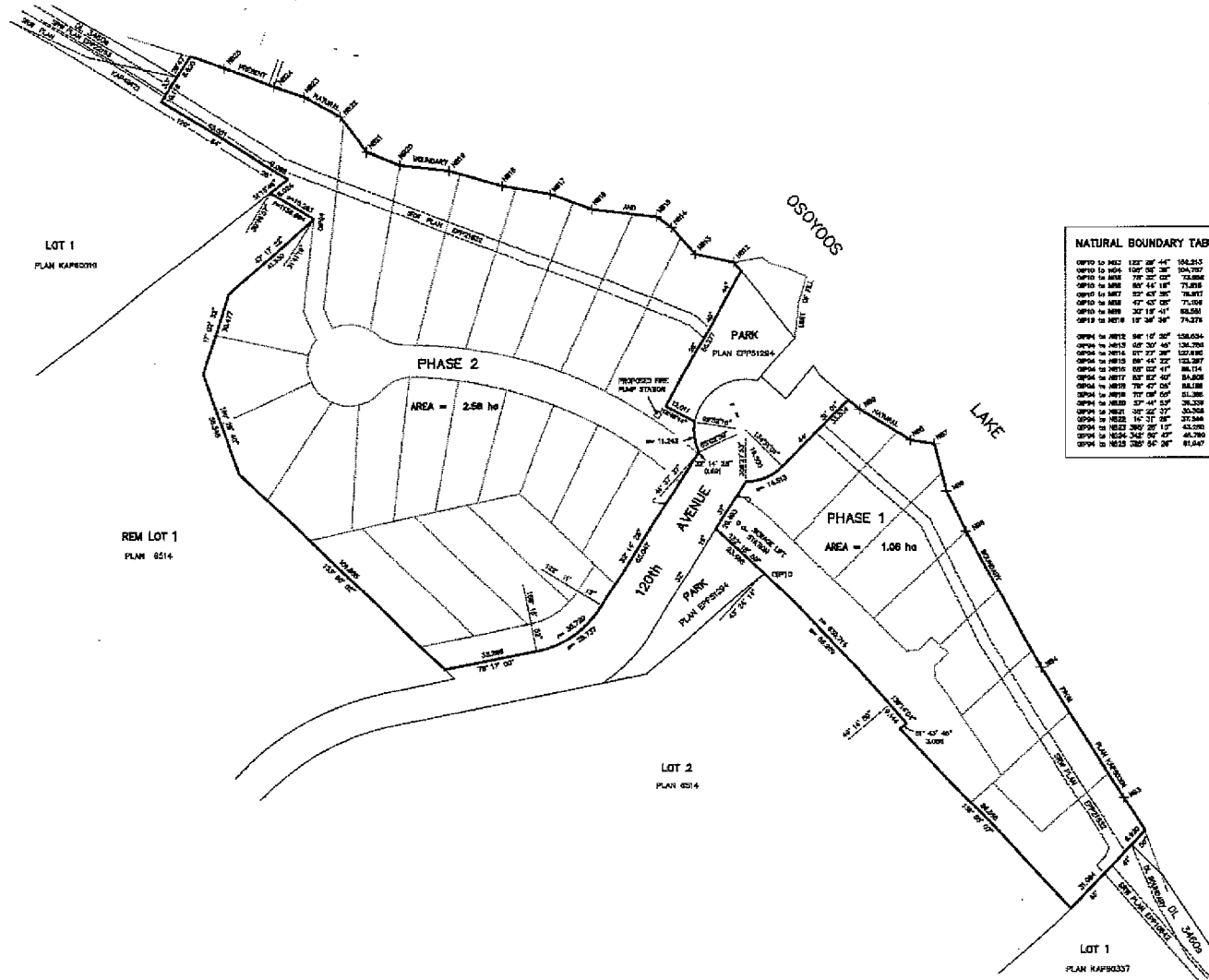
PENDERGRAFT PROFESSIONAL
LAND SURVEYING INC.
BOX 640
OSOYDOS, B.C.
V0H 1V0
PHONE: (250) 493-7127
EMAIL: pender@vp.net
DUR FILE NO. 1001102.ST1

SKETCH PLAN TO ACCOMPANY A FORM P
SHOWING THE PROPOSED PHASING OUTLINE
OF A 2 PHASE BARELAND STRATA OVER
LOT A, DL 2450s, SDYD, PLAN EPP51294

10 0 10 20 30
ALL DISTANCES SHOWN ARE IN METERS
THE INTENDED SIZE OF THIS PLAN IS 804 mm
BY 508 mm (31 5/8" BY 20 1/8") BY ISOGRAPH (30 3/4")
WHEN PLOTTED AT A SCALE OF 1:7500

DATE: APRIL 30, 2015

LOT DIMENSIONS SHOWN ARE
DERIVED FROM SUBDIVISION
PLAN EPP51294



NATURAL BOUNDARY TABLE

OP10 to M62	122° 28' 44"	151.215
OP10 to M64	128° 05' 38"	104.782
OP10 to M66	78° 22' 02"	73.886
OP10 to M68	88° 44' 18"	71.816
OP10 to M70	52° 43' 38"	73.817
OP10 to M72	42° 43' 02"	71.554
OP10 to M74	307° 18' 41"	85.551
OP10 to M76	18° 34' 34"	74.278
OP10 to M78	84° 18' 30"	128.024
OP10 to M80	02° 20' 48"	128.788
OP10 to M82	07° 27' 38"	122.810
OP10 to M84	08° 44' 22"	122.887
OP10 to M86	02° 02' 17"	81.114
OP10 to M88	02° 02' 40"	81.886
OP10 to M90	78° 47' 02"	81.886
OP10 to M92	71° 08' 02"	81.886
OP10 to M94	33° 44' 02"	81.886
OP10 to M96	30° 22' 37"	81.886
OP10 to M98	18° 17' 37"	81.886
OP10 to M100	02° 02' 17"	81.886
OP10 to M102	02° 02' 40"	81.886
OP10 to M104	02° 02' 17"	81.886
OP10 to M106	02° 02' 40"	81.886
OP10 to M108	02° 02' 17"	81.886
OP10 to M110	02° 02' 40"	81.886

PROFESSIONAL
LAND SURVEYING INC.
BOX 540
OCEANVIEW, B.C.
V0N 1V0
PHONE (250) 465-7187
EMAIL: pender@pender.net
SUR FILE NO. 1001022102

Exhibit B Zoning By-law

11.0 LOW DENSITY RESIDENTIAL

11.1 RESIDENTIAL SINGLE FAMILY ONE ZONE (RS1)

11.1.1 Permitted Uses:

Principal Uses:

- a) single detached dwellings;

Secondary Uses:

- b) secondary suites, subject to Section 7.12;
- c) home occupations, subject to Section 7.17;
- d) bed and breakfast operations, subject to Section 7.19;
- e) accessory buildings and structures.

11.1.2 Site Specific Residential Single Family One (RS1s) Provisions :

- a) see Section 16.8

11.1.3 Minimum Parcel Size:

- a) 505 m², subject to servicing requirements

11.1.4 Minimum Parcel Width:

- a) 16.0 metres

11.1.5 Maximum Number of Dwellings Permitted Per Parcel:

- a) one (1) principal dwelling; and
- b) one (1) secondary suite. ¹

11.1.6 Minimum Setbacks:

- a) Principal buildings:
 - i) Front parcel line 7.5 metres
 - ii) Rear parcel line 7.5 metres
 - iii) Interior side parcel line 1.5 metres
 - iv) Exterior side parcel line 4.5 metres

¹ Amendment Bylaw No. 2451.16, 2014 – adopted September 18, 2014

- b) Accessory buildings and structures:
 - i) Front parcel line 7.5 metres
 - ii) Rear parcel line 1.0 metres
 - iii) Interior side parcel line 1.0 metres
 - iv) Exterior side parcel line 4.5 metres

11.1.7 Maximum Height:

- a) No building shall exceed a height of 10.0 metres;
- b) No accessory building or structure shall exceed a height of 4.5 metres.

11.1.8 Maximum Parcel Coverage:

- a) 35%

11.1.9 Minimum Building Width and Width-to-Length Ratio:

- a) Principal dwellings: 5.0 metres width, as originally designed and constructed, and a width-to-length ratio of 1:4 or less.

7.0 GENERAL REGULATIONS

7.12 Secondary Suites

The following regulations apply to secondary suites where permitted as a use in this Bylaw:

- 1 A secondary suite shall be located in a converted single detached dwelling. Secondary suites are not permitted in an accessory dwelling. There shall be no external structural alterations or additions to the building, except as required to meet the British Columbia Building Code and amendments thereto.
- 2 No more than one (1) secondary suite is permitted per principal dwelling unit. No secondary suite is permitted in conjunction with a bed and breakfast operation. A bed and breakfast operation is not permitted within a secondary suite.
- 3 No secondary suite is permitted without connection to a community sanitary sewer unless the lot is at least 2,020 m² in area and meets the relevant Provincial requirements for on-site sewage disposal for the secondary suites. xx
- 4 The maximum floor area of a secondary suite shall meet the British Columbia Building Code and amendments thereto.
- 5 One (1) parking space per secondary suite is required in addition to those required for the principal dwelling.
- 6 Secondary suites shall comply with all relevant Regional District Bylaws and the British Columbia Building Code and amendments thereto.

7.17 Home Occupations

The following regulations apply to home occupation uses:

1. Home occupations include but are not limited to the following:
 - a) The office of an accountant, architect, clergy, dentist, engineer, lawyer, financial consultant, physician, real estate agent or other similar occupation;
 - b) The office or studio of an artist, draftsman, barber, beautician, naturopath, massage therapist, chiropractor, picture framer, tailor, dressmaker, music or dance teacher, photographer, writer or of persons engaged in home crafts or hobbies;
 - c) Locksmiths and electronic instrument repair;
 - d) The keeping of not more than two (2) boarders;
 - e) The operation of a daycare or preschool for not more than seven (7) pre-school children and/or school-aged children;
2. No more than 50.0 m² of the floor area of the dwelling unit and accessory building may be used in connection with the home occupation.
3. Any home occupation must be carried out within the principal dwelling unit, or in an accessory building where permitted in the particular zone, with no external storage of materials, containers or finished products.
4. Retail sales shall not be permitted in a home occupation, except for:
 - a) Goods produced or made on the premises, including local artisans;

- b) Telephone or internet sales or sales where the customer does not enter the premises to inspect or pick-up goods;
 - c) Mail order sales;
 - d) Direct distributors where customers do not enter the premises to inspect, purchase or pick-up goods; and
 - e) Sale of products directly related to the home occupation.
5. A home occupation shall not be permitted to have any commercial vehicle, exceeding 1 tonne in vehicle weight, to be located outside of an unenclosed building.

6. Only the inhabitants of the principal dwelling unit may carry on the home occupation located on the site occupied by the principal dwelling unit.

7. A home occupation shall not generate traffic congestion or parking problems within the District and must not produce a public offence or nuisance of any kind.

7.19 Bed and Breakfast Operation

A bed and breakfast operation is permitted where listed as a permitted use, provided that:

1. It is located within one principal dwelling unit on the parcel;
2. No more than eight (8) patrons shall be accommodated within the dwelling unit;
3. No more than four (4) bedrooms shall be used for the bed and breakfast operation;
4. No cooking facilities shall be provided for within the bedrooms intended for the bed and breakfast operation;
5. No patron shall stay at the bed and breakfast operation for more than thirty (30) consecutive days with 30 days in between any subsequent stay;
6. No retail sales other than the sale of goods produced on the parcel are permitted;
7. No commercial vehicle, exceeding 1 tonne in weight, associated with or used in the conduct of the bed and breakfast operation shall be parked or otherwise located outside an unenclosed building;
8. Only persons residing in the principal dwelling unit may carry on the bed and breakfast operation on the parcel occupied by the principal dwelling unit, and must be present on the property during a patron's stay; and
9. The bed and breakfast operation shall not generate traffic congestion or parking demands within the District and shall not produce a public offence or nuisance of any kind.

16.0 SITE SPECIFIC DESIGNATIONS

16.8 Site Specific Residential Single Family One (RS1s) Provisions:

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Exhibit C Building Scheme

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

1436826699

PAGE 1 OF 21 PAGES

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

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

McQuarrie Hunter LLP
Barristers and Solicitors
1500, 13450 - 102nd Avenue
Surrey

BC V3T 5X3

604-581-7001
File No. 110104
Project No. 2012-05338
7. Statutory Building Scheme

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

**NO PID NMBR STRATA LOTS 1 TO 8 INCLUSIVE DISTRICT LOT 2450S SIMILKAMEEN
DIVISION YALE DISTRICT PLAN EPS2860**

STC? YES

Related Plan Number: **EPS2860**

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

STATUTORY BUILDING SCHEME

ADDITIONAL INFORMATION:

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

ADDITIONAL INFORMATION:

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

NOT APPLICABLE

LAND TITLE ACT

FORM 35

(SECTION 220(1))

DECLARATION OF BUILDING SCHEME

Nature of Interest: Charge - Building Scheme

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

PETRA HENRIETTE BONTKES

as to an undivided 1250/20000 interest

ROBERT BONTKES AND TAKO VAN POPTA, In Trust See CA1683632, CA1683699, CA1683588, CA1683602, LB468958 and CA2725377

as to an undivided 1250/20000 interest

DALE ALEXANDER KIRKLAND

as to an undivided 1250/20000 interest

REFLECTION POINT RESORT LTD., (INC. NO. BC0886793)

as to an undivided 11875/20000 interest

R.A.B. PROPERTIES #2 LTD., (INC. NO. BC0815491)

as to an undivided 1250/20000 interest

DANIER HOMES INC., (INC. NO. BC0699549)

as to an undivided 625/20000 interest

608960 B.C. LTD., (INC. NO. BC0608960)

as to an undivided 1250/20000 interest

JEFFREY BONTKES, In Trust See CA1683706, CA1718786, CA1683588 and CA1683602

as to an undivided 1250/20000 interest

Herewith fees: \$78.10

Applicant: Tel Basi, c/o McQuarrie Hunter LLP, Barristers & Solicitors, #1500 - 13450 - 102nd Avenue, Surrey, B. C. (V3T 5X3) [Phone: 581 - 7001]

SIGNATURE OF APPLICANT

We, PETRA HENRIETTE BONTKES, ROBERT BONTKES, TAKO VAN POPTA, DALE ALEXANDER KIRKLAND, REFLECTION POINT RESORT LTD., R.A.B. PROPERTIES #2 LTD., DANIER HOMES INC., 608960 B.C. LTD., and JEFFREY BONTKES, all, c/o 100, 20120 64 Avenue, Langley, BC V2Y 1M8, DECLARE:

1. We are the registered owners in fee simple of the following land (hereinafter called the "**Lots**"):

NPA Strata Lots 1 to 8 inclusive District Lot 2450S Similkameen Division Yale District Plan EPS2860.

2. We 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 all the Lots.

OFFICER
SIGNATURE(S)

Y / M / D

PARTY(IES)
SIGNATURES

Michael Kendler
Lawyer
#1500 - 13450 - 102nd Avenue
Surrey, B.C. (V3T 5X3)

15/ 07 / ____

Danier Homes Inc. by its
authorized signatory:

Kees van Rhee

(as to all signatures)

Reflection Point Resort Ltd. by
its authorized signatory:

Robert Bontkes

R.A.B. Properties #2 Ltd. by its
authorized signatory:

15/ 07 / ____

Robert Barker

608960 B.C. Ltd. by its
authorized signatory:

15/ 07 / ____

Joanne Barker

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.

OFFICER
SIGNATURE(S)

Y / M / D

PARTY(IES)
SIGNATURES

Michael Kendler
Lawyer
#1500 - 13450 - 102nd Avenue
Surrey, B.C. (V3T 5X3)

15/ 07 / ____

Robert Bontkes

Tako van Popta, IN TRUST,
SEE CA1683602, CA1683632,
CA1683699, CA1683588,
LB46895 and CA2725377

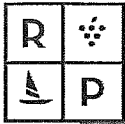
(as to all signatures)

Petra Henriette Bontkes

Dale Alexander Kirkland

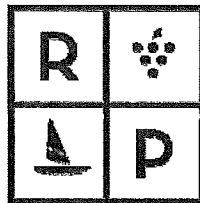
Jeffrey Bontkes, IN TRUST
SEE CA1683706, CA1718786,
CA1683602 and CA1683588

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.



Reflection Point Lakefront Community Design Guidelines

osoyooos



OKANAGAN

INFINITY
PROPERTIES

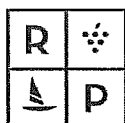
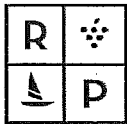


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1.0 PURPOSE AND MAIN OBJECTIVES OF THE DESIGN GUIDELINES

These Design Guidelines will ensure that all homes constructed within the Reflection Point development integrate naturally and seamlessly into the lakefront setting. The geophysical context is one in which lands slope down to the waterfront from a frontage road, at an average gradient of 15 percent on the most southerly lot (lot 1) to approximately 6 percent on the most northerly lot (lot 8). There are unobstructed water views, surrounding orchards, and open views of arid rugged mountains. Accordingly, improvements to all lots shall be designed to appear integral to this context, and shall be consistent with the design principles specified in Section 3.0 "Main Design Objectives" herein.

Further, the future as-built context will be one where all homes are easily recognizable as waterfront-estate quality, high value homes. Accordingly, all improvements shall be of a uniformly high architectural standard, have compatible but unique massing designs, have similarly high quality construction materials, and have similarly high trim and detailing standards. Construction materials shall be contextually consistent with the natural surroundings including stone, wood and high quality wood lookalike components in natural (earth-tone) and neutral colours. Further, landscapes shall contain natural features such as rock and drought-resistant planting materials, some of which are native to the Okanagan.

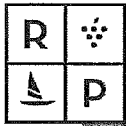
These guidelines do not supersede Regional District Okanagan-Similkameen Zoning Bylaws, as amended.

2.0 ENFORCEMENT OF THE DESIGN GUIDELINES

There shall not be constructed, placed, erected or maintained on any lot, any dwelling, building or other improvements whatsoever unless and until plans and specifications thereof showing compliance in all respects with these guidelines and showing elevations, siting, size, colour scheme and all materials to be used have been submitted to and approved in writing by the Developer's authorized agent (Design Consultant) who shall have the right and power to approve or reject same in accordance with these Design Guidelines.

The Design Consultant shall be appointed by the registered owner of the lots (the Developer), The Developer has appointed:

Tynan Consulting Ltd.
13659 – 108 Avenue, Surrey, B.C.
V3T 2K4
Tel: (604) 921-6912, Fax: (604) 921-6952
Email: mtynan@tynanconsulting.net



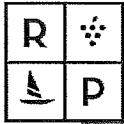
In the event the developer wishes to appoint a replacement Design Consultant, then Design Consultant means an architect in good standing with the Architectural Institute of British Columbia or any successor body, or a registered Design Consultant in good standing with the National Home Designers Association or any successor body, or a Registered Building Designer and/or a Certified Residential Designer in good standing with the Applied Science Technologists and Technicians of British Columbia or any successor body, who is appointed by the registered owner for that lot.

To ensure the Design Guidelines are adhered to, a \$10,000 compliance deposit or suitable bond is to be paid to the Developer, by the Builder and/or lot owner, prior to final approval of the house plans. This deposit will be returned after a final inspection is issued by the Regional District Okanagan-Similkameen (RDOS), and the Design Consultant and the Developer are satisfied that the house conforms to these Design Guidelines. The Design Guidelines supplement the Regional District Okanagan-Similkameen's zoning by-laws, and therefore must be used in conjunction with the RDOS by-laws and other regulations.

Before purchasing a lot, or house plans, it is strongly recommended that Builders and/or lot owners first read these Design Guidelines in their entirety. To ensure that the proposed home and lot grading is compatible with the Design Guidelines and with nearby homes, Builders and/or lot owners must provide the Design Consultant with a preliminary sketch of any street facing façade, and a site plan clearly locating proposed structures, existing trees, driveway cut-ins, electrical boxes, and other significant site influences.

Before applying for a building permit from the Regional District Okanagan-Similkameen, Builders and/or lot owners must submit the following items to the Design Consultant for approval:

- Digital copies of house plans in PDF form which include floor plans, cross sections, all four elevations at 1/8" or 1/4" scale (imperial), or 1:50 scale (metric) and a site plan at a 1/8" = 1'-0" (imperial) scale or a 1:100 or 1:250 (metric) scale, clearly showing the location of the house, driveway, sidewalks, retaining walls, swales, existing grades and drainage pattern from the approved lot grading plan, existing and proposed grades at dwelling corners, main floor elevation, basement elevation, minimum basement elevation (MBE), driveway slope, and the location of any trees designated for preservation.
- Samples of colours and materials of the exterior finishes, or a description of the materials including colour codes, common colour name, manufacturer name, and product name. (see "Exhibit A - Design Guideline Checklist" in the Appendix). Is there a template for a checklist?



The Builder and/or lot owner is obligated to follow the recommendations of the Design Consultant. Only plans displaying the Design Consultant's approval stamp and Consultant's signature indicating compliance with all clauses specified herein will be submitted by the builder and/or lot owner to the Regional District Okanagan-Similkameen for a building permit.

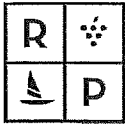
In all cases where major revisions or refusal of the home is involved, the Builder and /or lot owner will be given an opportunity to discuss the proposed revisions before a formal request for changes or an outright refusal of the home is issued.

Once a plan is approved and bears the stamp of approval, any subsequent changes to the exterior of the home or significant changes to the interior must be approved in writing by the Design Consultant. A re-approval fee will be charged to the Builder and / or lot owner requesting the changes. After the house and front yard landscaping is completed, it will be inspected by the Design Consultant to ensure that the Design Guidelines have been adhered to. If inspection results are found satisfactory, the compliance deposit will be returned. Exterior changes made to the house without the written approval of the Design Consultant will affect the return of the deposit to the Builder and/or lot owner. There will be a minimum charge of \$150.00 for alterations to the exterior colour of the house, or to the building plans.

3.0 MAIN DESIGN OBJECTIVES

Improvements to all lots shall be consistent with the following principles:

- Each dwelling shall be designed to fit the natural shape of the land, as opposed to altering the shape of the land with retaining and fill to make the land fit a particular design. Natural features and land shape should be reasonably preserved. Where retaining is unavoidable, it should appear as natural as possible, using boulders and / or architecturally treated masonry walls concealed with native landscaping materials. No retaining wall shall be installed without specific written approval from the Design Consultant.
- Preservation of the view amenity is to be considered a primary objective and this objective should be evident in each design. Structure height should be kept as low as practical, as determined by the consultant. Further, roof ridges should be aligned so as to provide more open views to residents on the row of lots behind the waterfront lots. Upper floor roof structures can be limited to common hip forms, or main upper floor trusses can be permitted to have low slopes, or a combination thereof. Consideration can also be given to upper floor offsets or other means to increase the space between homes to achieve greater view preservation.



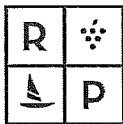
- The roofs of numerous homes will form part of the view to the lake for residents on lots behind the waterfront lots. Consistency in the view down toward the lake will enhance the focal significance of the lake and mountains and therefore compatibility in roofing materials and roofing colours will be required.
- The homes should meet a high architectural standard. Various projections on the front of the home shall be proportionally consistent with one another, shall be well balanced across the façade, be visually pleasing, and be architecturally interesting.
- Construction materials should be consistent with the natural wood and rock context. Therefore, wood and wood lookalike cladding products, fibre-cement shingles, wood brackets, wood posts, exposed timbers, and stone accent materials in natural and neutral colours only, will be required.
- Native and natural landscaping materials are preferred over man-made materials. Where retaining is necessary, large boulders will be preferred over pre-formed concrete materials. Where the use of retaining materials other than boulders is necessary, the retaining materials should be substantially concealed by landscaping.
- Native plant species that reinforce the existing natural character are preferred over imported exotic species.
- Although architectural style is not specifically restricted, the development overall shall have an obvious, recognizable, consistent natural, waterfront estate home character.

4.0 GUIDELINES FOR THE LOT

4.1 Siting and Setbacks

It is the Builder and/or lot owner's responsibility to identify the location of easements, right-of-ways, restrictive covenants, drainage swales, curb let-downs, significant trees, cable service boxes, electrical boxes, streetlights, and hydro boxes, and to comply with the setback requirements established by the Regional District Okanagan-Similkameen regulations, and the recommendations of the Design Consultant. The Builder and/or lot owner shall not *construct improvements* that conflict with the physical location of driveway and curb let-downs, significant trees, cable service boxes, electrical boxes, and streetlights.

Minimum building setbacks shall be as specified in the most current edition of the Regional District Okanagan-Similkameen's zoning by-law.



The siting of each house shall take into consideration the lot's natural characteristics, including the slope of the lot, the location of any existing trees that are designated for preservation, and the location of neighbouring improvements, as determined by the Design Consultant in relation to the over-view or over-shadowing of neighbouring lots and improvements.

The exterior design of a single family dwelling to be erected on a *lot* shall not be identical or similar to that of an existing or proposed single family on any other lot in this development. A single family dwelling is deemed to have similar exterior design to an existing single family dwelling when:

- the front elevation designs are identical or have insignificant variations in the disposition and articulation of design features, or
- the front elevation designs are a mirror image to each other, with or without any variation in architectural details.

The building height and massing for *improvements* on each *lot* are to be compatible with:

- the lot slope as specified on the *lot* grading plan and/or as determined by the Design Consultant
- the building height and massing of *improvements* on adjacent *lots*, as determined by the *consultant* in relation to roof design and transition in building height, and
- the objective of reasonably preserving view corridors to the lake.

4.2 Lot Grading

Final lot grading shall be in substantial compliance with the *lot* grading plan which has been prepared by Tynan Consulting. Final grading shall also comply with grades indicated on the final building plans accepted by the Consultant,.

Established overland flows and/or underground storm sub-surface systems are maintained only in accordance with completed swales and *lot* grading in accordance with the *lot* grading plan for the *lots*.

Houses are to be designed to respond to natural grading conditions and minimum building elevation requirements. Changes to the natural topography such as raised plateau areas and the introduction of large amounts of fill will be will not be allowed unless approved and authorized by the Design Consultant.

The use of retaining walls shall be discouraged within the neighbourhood. Any retaining wall design requires the specific approval of the Design Consultant. Where retaining walls are not indicated on final building plans the Builder and/or lot owner should discuss with the Design Consultant to establish an acceptable design that minimizes impact on existing drainage flow patterns and minimizes visual impact on neighbours. Where unavoidable, retaining walls shall be constructed of large boulders. Other materials including architecturally treated concrete or architecturally treated interlocking concrete blocks are permitted only where specifically approved by the Design Consultant, and only if the walls are substantially concealed by native landscaping. All retaining walls and their foundations, including drainage pipes, are to be within property lines so as not to cause any encroachment on the neighbouring lot. Retaining wall height shall not exceed 4'-0" (except for retaining walls below the existing grade such as at a basement stairwell).

The Builder and/or lot owner is responsible to ensure that foundation excavations are back-filled and that excess soil is removed from the site to an approved disposal site after construction and that landscaping and other site changes do not interrupt the approved drainage pattern. Soil from the excavation is not to be permanently placed on site unless in compliance with the approved lot grading plan.

4.3 Driveways and Sidewalks

Driveways shall be constructed using only interlocking masonry pavers, or stamped concrete, or exposed aggregate concrete, or a combination of these materials. Driveway colour is restricted to grey and to earth tones approved by the consultant. All areas of the front yard not covered by the driveway and sidewalk are landscaped in accordance with the landscaping plan accepted by the Design Consultant.

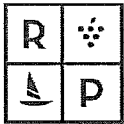
Asphalt surfacing materials must not be used anywhere on the lot.

Garage and driveway location must be approved by the Design Consultant to ensure compatibility with adjacent houses. Driveway, sidewalk, and patio areas shall be limited in size in accordance with generally accepted sustainability objectives, as determined by the Design Consultant.

4.4 Landscaping

All areas of the front yard not covered by the driveway and sidewalk are to be landscaped with rock gardens, drought resistant shrubs, trees, and other planting materials specified on the landscaping plan approved by the Design Consultant.

Landscaping of all street fronting yards should be completed within 60 days of the completion of the improvements, except if weather conditions make it impossible to do so, in which case the landscaping is completed as expeditiously as possible, and prior to final inspection.



Side yards and rear yards shall be cleaned and graded within 30 days of completion of house construction, and prior to final inspection.

4.5 Fencing

Chain-linked fences shall not be permitted unless one of the lot lines borders a municipal or strata park. In this event, the chain link will be installed by the developer. All fencing is the responsibility of the home owner and or builder. The location and design of all fencing components must be approved in writing by the Design Consultant. Fence height shall not exceed 5 feet.

Fencing along any lot line shall be offset a minimum of 0.15 metres [6 inches] onto private property.

4.6 Recreational Equipment and Accessory Buildings

A maximum of one accessory building designed to match the style and materials of the principal dwelling is permitted, and the location is restricted to the rear yard. The accessory building must not have a footprint exceeding 150 square feet. The accessory building should be designed for ancillary residential uses only such as pool equipment, and garden and tool storage.

5.0 GUIDELINES FOR THE HOUSE

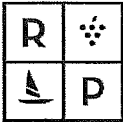
All homes must comply with the RDOS Zoning By-law.

5.1 House Sizes and Types

Basement Entry homes: Not Permitted.

Two-Storey, 1 ½ Storey, and Split Level homes: Minimum 232 square metres [2500 square feet], including the garage, but excluding any in-ground basement area.

Bungalows: Minimum 186 square metres [2000 square feet], including the garage, but excluding any in-ground basement area.



5.2 Exterior Design

Continuity of theme and character in the community will be maintained by means of a design review by the Design Consultant, that will ensure that the size of architectural elements (such as the front entry or garage) relate proportionally to the size other elements on the same home, and to similar elements on neighbouring homes. Roof forms, roof pitch, building height and massing of the structure should be compatible with those of adjacent homes.

The design of structures shall be internally style-authentic (the home should not appear to be a mix of different styles). A high degree of compatibility shall be established between the proposed style theme, and the roof forms, volume allocations, and detailing features commonly associated with the intended style, as determined by the Design Consultant.

5.3 Building Height and Massing

The building height and massing for improvements on the lot are to be compatible with the lot grading plan, and with the improvements on adjacent lots in relation to roof design and transition in building height, as determined by the Design Consultant.

The design of the single family dwelling incorporates the following general massing design principles, as determined by the Design Consultant :

- the volume of the wall mass of individual architectural elements, such as the front entrance, the garage, and feature projections, are proportionally consistent and compatible with one another, as determined by the Design Consultant.
- wall mass volumes on any street facing facade are allocated to locations on that facade in a manner that results in the achievement of overall balance in the design, as determined by the Design Consultant.
- Covered front entrance verandas, covered patios and loggias are encouraged.

Large areas of exposed basement wall mass are not permitted. Where the exposed basement wall mass at the front of the home exceeds 0.8 metres, raised masonry planters, other means as determined by the Design Consultant shall be used to minimize the impact of the street facing basement wall mass.

5.4 Dwelling Design

Similar exterior designs are not permitted within this development. Main design elements and trim and detailing components, that are integral to the design of the dwelling, shall be incorporated on all sides of the structure, as determined by the Design Consultant.

Log homes, A-Frame Chalet homes, and box-like structures are not permitted. Other styles proposed by a home owner must be consistent with all objectives stated herein, and will be subject to approval by the Design Consultant who shall have the right to accept or reject any design.

5.5 Wall Cladding and Detailing

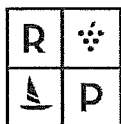
Only the following materials are used, with required accent materials measured as a percentage of the exposed wall face on the front facade, including window and door area:

Main cladding material	Minimum Required Accent materials
Stucco	20 percent brick or stone
Stucco	33 percent cedar, wood shingles, or fibre-cement products
Stucco	20 percent cedar plus 10 percent brick or stone
Cedar	None
Hardiplank*	20 percent brick or stone
Hardiplank*	25 percent cedar , wood shingles, or fibre-cement products
Hardiplank*	15 percent cedar plus 10 percent brick or stone

- Fibre cement board products other than Hardiplank require approval from the Design Consultant.

Note that vinyl siding is not permitted.

Colours: Only the following range of colours are used on exterior cladding materials: colours from neutral and natural (earth tone) colour palettes including cream, greys, browns, clay, sage, and other earth tones. Colours are subject to consultant review and approval.



Where wood, brick or stone features extend to an exterior corner, the accent material shall "turn the corner" and extend to a vertical break in the return wall such as a chimney or a wall projection.

Trim is required around windows and doors on all sides of the home, except where the use of such trim would interfere with the application of other elements such as shutters, or plant ledges.

Fascia boards and barge boards are fully finished on all exposed sides. Where fascia boards are used, the fascia boards are of a minimum dimension of 2x8 nominal. Where barge boards are used, the barge boards are of a minimum dimension of 2x10 nominal, and are accompanied by 1x4 or larger trim applied to the top side of the barge board.

Exposed concrete block is not permitted. Exposed concrete foundation walls are not to exceed 0.60 meters in height. Exposed concrete exceeding 0.30 metres on street facing walls shall be screened with landscaping, as determined by the Consultant.

Consistency in the exterior treatment of each home is required to ensure the authenticity of the intended style, and to ensure that the homes relate to one another, thereby creating consistency in the streetscape.

Fascia board colours and window trim colours must complement the siding colour.

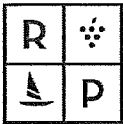
Front doors will have raised panels of solid construction which are painted to match trims or to complement other finishes in the home.

Upper floor balconies (except as an architectural feature specifically approved by the Design Consultant) are not permitted on the front or sides of the home, and will be limited in size at the rear of the home, ensuring reasonable privacy on adjacent lots. Some lots in Phase 2 will be able to gain a better view with balcony's in the front or side of the house. How should we deal with this?

5.6 House Colour

In general, the appearance of the development will be enhanced by coordinating colours along each street to ensure the theme is maintained. The main colours will be natural, and neutral in hue. Secondary colours that apply to trim boards, shutters, doors and other decorative features shall highlight and complement the main colours.

Exterior colours on each home are coordinated to be complementary to one another and that adjacent homes do not have identical colour schemes. A colour selection check list will be completed for each home or accessory building by the Builder and/or lot owner, and will require the Design Consultant's approval.



Environmentally sensitive materials and application processes shall be used in the application of all wall colouration products.

5.7 Roof

The *improvements* have a varied roof form and design as determined by the *consultant* in relation to adjacent *improvements*. The roof design reduces upper floor massing as determined by the Design Consultant.

To ensure that all options are available for view preservation, there is no minimum roof slope. However, the suitability of low slope or flat roof designs shall be at the sole discretion of the Design Consultant.

The roof pitch is constant, except where an increased roof pitch contributes to the authenticity or aesthetics of a particular design, or where a decreased roof pitch at a covered entry veranda or shed projection contributes to the authenticity of a particular design as determined by the *consultant*.

In the *consultant's* opinion, the roof design is consistent with the intended style objectives and each roof element contributes meaningfully to the overall design.

Only the following roofing materials are permitted: Concrete roof tiles, which are in a "shake profile" only, or Asphalt shingles in a "shake profile" only, with a 40 year or greater warranty which are accompanied by a pre-formed (manufactured) raised ridge cap, or Environmentally sustainable roofing products in a shake profile only, that meet or exceed the thickness of 40 year asphalt shingles, or metal roofing subject to approval of the profile and colour, as determined by the Design Consultant.

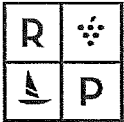
The roofs are to be in neutral or earth tones only, and no roof shall have a reflective surface.

All roof stacks, flashing, etc., are to be painted to match the roof colour.

The minimum roof overhang at the upper floor is 0.6m [24 inches], and the minimum roof overhang at the main floor is .76m [30 inches].

The colour of gutters is complementary to or matches the colour of the fascia. The colour of the rain water leaders is complementary to or matches the colour of the dominant wall siding material.

Rainwater leaders are used only if they are discretely placed, preferably on side facing or rear facing wall planes.



5.8 Garages

A two vehicle or three vehicle fully enclosed garage is required on each lot. Garages shall have a minimum clear interior width of 5.7 metres and a minimum interior depth of 6.1 metres and no landings and not more than 2 stairs shall encroach into this minimum parking area. Garages must be of a similar design, style, and colour as that of the principal building.

All garages must have closing doors to ensure that stored household belongings are not visible from the street.

Garage doors shall be of metal, vinyl, or wood construction only and must be painted in colours that complement the colour of the principal dwelling, as determined by the Design Consultant. Garage door height shall not exceed 9 feet.

Windows in garage doors shall be of a rectangular or gently arched shape, as determined by the Design Consultant.

Garages are mandatory, and are to be constructed concurrent with construction of the principal dwelling.

5.9 Accessory Buildings

Accessory buildings shall complement the style and the main cladding, roofing materials, and colours of the principal dwelling.

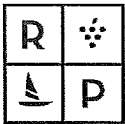
6.0 CONSTRUCTION AND MARKETING PROTOCOL

6.1 Signage

Signs erected by a Builder and/or lot owner or agent may not be larger than 0.6m x 0.9m (2'x3'). Only the Developer or the Developer's agent may erect larger signs for the purpose of marketing the development; said signs are to be removed once the development is complete. Only one "For Sale" sign may be placed for each residence.

6.2 Protection of Curb, Sidewalk, Utilities, Fencing and Landscape

The Builder and/or lot owner is responsible for repairing any damage to curb, sidewalk, roadways, swales, service connections, and trees, as a result of the house construction. The Builder and/or lot owner should inspect the lot prior to construction and inform the Design Consultant and the Permits & Licenses Department of the RDOS of any existing damage. Once the house is constructed, the lot and adjacent services will be inspected



to ensure that any and all damage is repaired. Should the Builder and/or owner fail to make the necessary repairs, then the Developer will do so and deduct the costs from the compliance deposit.

6.3 Appearance During Construction

The Builder and/or lot owner is required to keep the lot, sidewalk, curb, and street clean and orderly during construction. This requirement includes keeping roads clear of soil and debris throughout the entire course of construction. Failure to keep roads clean will result in remedial action being undertaken by the Developer, with costs including an administration charge, to be deducted from the compliance deposit. There shall be no burning of construction waste.

7.0 SPECIAL LOT RESTRICTIONS

7.1 Drainage Easements and Rights-of-Way

Builders and/or lot owners purchasing lots encumbered with drainage easements or rights-of-way must pay special attention to completed swales and lot grading in order to maintain established overland water flows. Special precautions shall be taken during construction regarding ground and surface runoff. Builders and/or lot owners found negligent shall be charged for the cost of any clean-ups carried out by the Developer, and an administrative charge of up to 25% of the cost, as determined by the Developer. Lot grades and swales located on the lots shall be maintained by the owner.

Lawn basins and swales (where applicable) shall be installed in accordance with the final lot grading plan approved by the RDOS Or the design consultant.

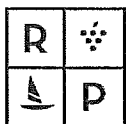
8.0 SEVERABILITY AND LIABILITY

8.1 Severability

If any provision herein is determined to be voided or unenforceable in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision or any part thereof.

8.2 Liability

The Developer, its designated Design Consultant, and the RDOS assume no responsibility for the accuracy of the information provided or from any losses or damages resulting from its use. Nothing contained within these Design Guidelines shall impose any liability on the Developer, the RDOS, or the Design Consultant, for damages of any kind, consequential or otherwise, resulting from these building design guidelines.

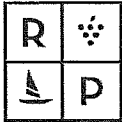


9.0 PROCESS AND OBLIGATIONS

9.1 Pathway to Completion

The following steps are recommended to the Builder and/or lot owner to ensure successful completion of the requirements:

1. Visit the lot. Note all characteristics, including lot slope, the location of significant trees to be retained, the location of rock outcroppings and other natural amenities, the potential for view, the potential for view blockage, the location of streetlights, electrical boxes, service locations, driveway cut-ins, and lot shape.
2. Conduct a title search. Be aware of all encumbrances such as easements, prior charges, etc. Carefully review the text of the registered Design Guidelines.
3. Obtain lot grading information for your property. Ensure that the depth of services is sufficient for any need you may have to accommodate a basement, and be aware of final grading implications including the need for retaining walls.
4. Choose a home plan designer.
5. Prepare a preliminary submission including views of any street facing side of the home, a preliminary floor plan design (which may be from a plan book), a site plan indicating the location of improvements, and send it to the Design Consultant for preliminary approval.
6. If approval is not issued by the Design Consultant, contact the Design Consultant and determine what course of action is necessary to obtain approval. If necessary, discuss with the Design Consultant.
7. If satisfied with the outcome of the preliminary approval process, purchase the lot and pay the \$10,000 Design Guideline compliance deposit to the Developer.
8. Complete final working drawings in accordance with any notes added by the Design Consultant to the preliminary submission, and send digital copies of a complete set of working drawings to the Design Consultant. If the plans are accepted by the Design Consultant, the plans will be stamped as accepted and returned.
9. Apply for a building permit at the RDOS. Submit evidence to the RDOS that the plans have been accepted and stamped by the Design Consultant.
10. Construct forms in accordance with elevations indicated on the final blueprints. If there is any discrepancy between the approved elevations for forms and the as-constructed elevations of the forms, stop work and contact the Design Consultant.



11. Complete construction of the home in accordance with the approved plans including all finishing and painting.
12. Install landscaping in accordance with approved plans.
13. Call for final inspection by the Design Consultant and by the RDOS. Deficiencies identified by either the RDOS or the Design Consultant should be corrected within 10 business days of the inspection.
14. If the completed home meets requirements of the Design Guidelines, an approved inspection form will be completed by the Design Consultant. If not, a list of deficiencies will be issued, which should be corrected, after which a re-inspection should be called.
15. Supply the Design Consultant with proof of final building approval by the RDOS.
16. Presuming the Design Consultant's inspection is complete and that final approval has been obtained from the RDOS, the Design Consultant will send a letter to the Developer recommending return of the compliance deposit.

9.2 Obligations of the Builder and/or Lot owner, and the Developer

The Builder and/or lot owner agrees to complete construction of the home and landscaping in accordance with the provisions of the Design Guidelines within one year following the start of construction on the lot. The Builder and/or lot owner acknowledges that failure to complete the home and landscaping within the said one year period will harm the Developer, and the Developer shall therefore be entitled to retain the \$10,000.00 compliance deposit. In addition, the Developer shall be entitled to commence action against the Builder and/or lot owner to recover any costs or expenses incurred by the Developer in excess of \$10,000.00 per lot.

End of document

Exhibit D Form P, Phased Strata Plan Declaration

Strata Property Act

FORM P

PHASED STRATA PLAN DECLARATION

(Sections 221, 222)

I,
REFLECTION POINT RESORT LTD., INC. NO. BC0886793,
of #100, 20120 - 64th Avenue, Langley, B.C. V2Y 1M8;
PETRA HENRIETTE BONTKES, Businesswoman,
of 5221 - 219A Street, Langley, B.C. V2Y 0G6;
JEFFREY BONTKES, Businessman, IN TRUST, SEE CA1683706, CA1683588,
CA1683602 & CA1718786,
of #204, 6360 - 202 Street, Langley, B.C. V2Y 1N2;
ROBERT BONTKES, Businessman & **TAKO VAN POPTA**, Lawyer, IN TRUST, SEE
CA1683699, CA1683588, CA1683602, CA1683632, LB468958 & CA2725377,
c/o #100, 20120 - 64th Avenue, Langley, B.C. V2Y 1M8;
DALE ALEXANDER KIRKLAND, Realtor,
of 18175 - 74th Avenue, Surrey, B.C. V4N 3G8;
R.A.B. PROPERTIES #2 LTD., INC. NO. BC0815491,
of #310, 9440 - 202nd Street, Langley, B.C. V1M 4A6;
608960 B.C. LTD., INC. NO. BC0608960,
of 11288 - 163rd Street, Surrey, B.C. V4N 4P8;
DANIER HOMES INC., INC. NO. BC0699549,
of 5229 - 219A Street, Langley, B.C. V2Y 0G6;

declare

- 1 That I intend to create a strata plan by way of phased development of the following land which I own or on which I hold a right to purchase:

NPA LOT A DISTRICT LOT 2450S SIMILKAMEEN
DIVISION YALE DISTRICT PLAN EPP51294

- 2 That the plan of development is as follows:

- a) a schedule setting out the number of phases in the order in which the phases will be deposited and specifying any common facility to be constructed in conjunction with a particular phase;

Phase 1	8 Strata Lots	Fire flow system Sanitary pump station
Phase 2	22 Strata Lots	No common facility

- b) a sketch plan showing
- (i) all the land to be included in the phased strata plan,
 - (ii) the present parcel boundaries,
 - (iii) the approximate boundaries of each phase, and
 - (iv) the approximate location of the common facilities;
- c) a schedule setting out the estimated date for the beginning of construction and completion of construction of each phase;

Phase	Beginning of construction	Completion of construction
1	August 1, 2014	September 30, 2015
2	July 31, 2016	April 30, 2017

- d) a statement of the unit entitlement of each phase and the total unit entitlement of the completed development:

Phase	Unit Entitlement
Phase 1	8
Phase 2	<u>22</u>
Total	30

- e) a statement of the maximum number of units and general type of residence or other structure to be built in each phase.

The maximum number and type of units in Phase 1 is 8 bare land strata lots
The maximum number and type of units in Phase 2 is 22 bare land strata lots

- 3 I will elect to proceed with each phase on or by the following dates :

Phase Number	Date
Phase 1	Elected to proceed
Phase 2	July 31, 2016

Signatures of Applicants

REFLECTION POINT RESORT LTD.

Per:

Robert Bontkes

R.A.B. PROPERTIES #2 LTD.

Per:

Robert Barker

608960 B.C. LTD.

Per:

Joanne Barker

DANIER HOMES INC.

Per:

Kees van Rhee

PETRA HENRIETTE BONTKES

JEFFREY BONTKES

ROBERT BONTKES

TAKO VAN POPTA

DALE ALEXANDER KIRKLAND

Date of approval: _____, 2015.

Signature of Approving Officer

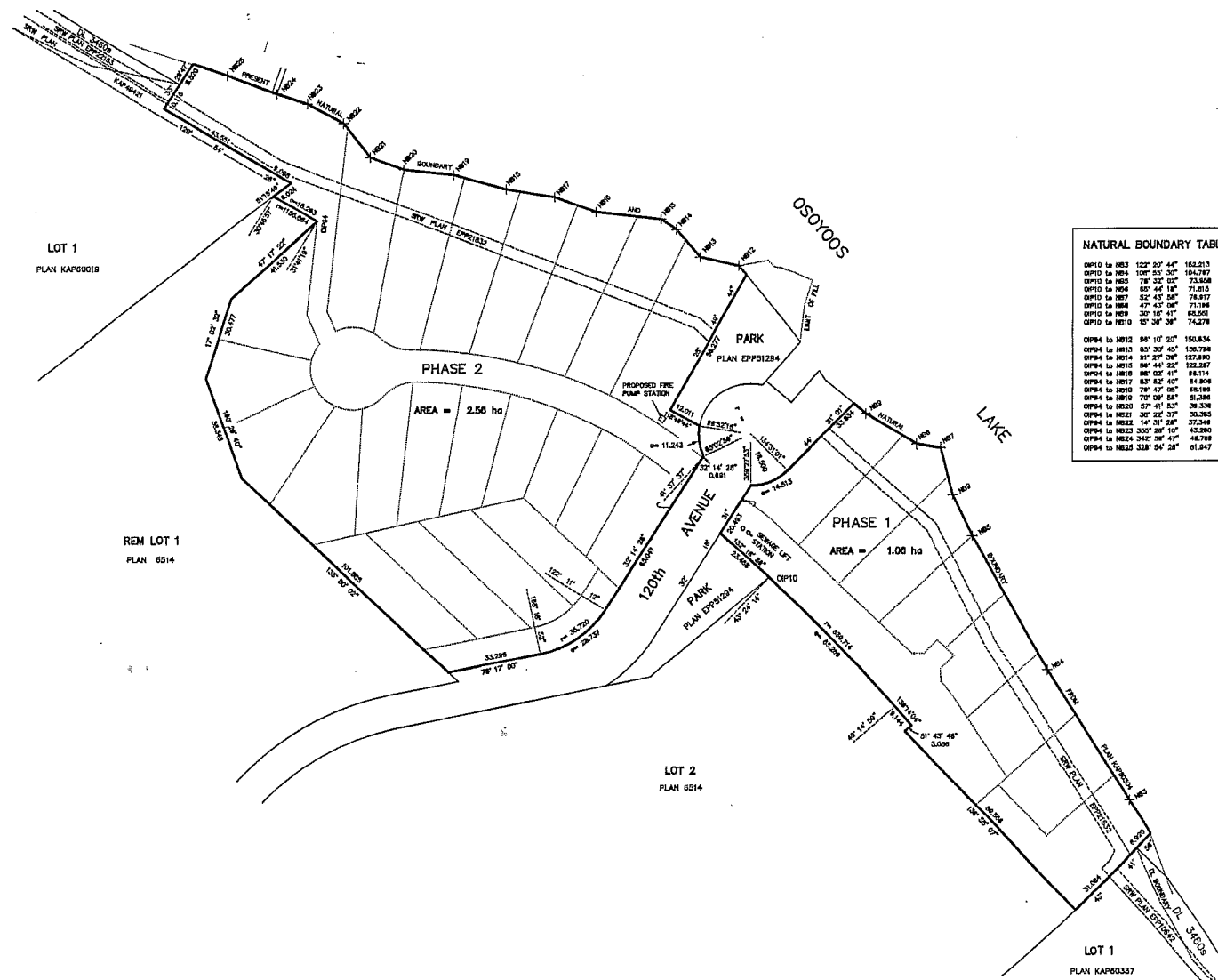
Ministry of Transportation and Infrastructure

SKETCH PLAN TO ACCOMPANY A FORM P
SHOWING THE PROPOSED PHASING OUTLINE
OF A 2 PHASE BARELAND STRATA OVER
LOT A, DL 2450s, SDYD, PLAN EPP51294

10 0 10 20 30
ALL DISTANCES SHOWN ARE IN METRES
THE INTENDED SIZE OF THIS PLAN IS 664 mm
IN WIDTH BY 960 mm IN HEIGHT (D 9253)
WHEN PLOTTED AT A SCALE OF 1:7500

DATE: APRIL 30, 2015

LOT DIMENSIONS SHOWN ARE
DERIVED FROM SUBDIVISION
PLAN EPP51294



PENDERGRAFT PROFESSIONAL
LAND SURVEYING INC.
BOX 810
OSOYOOS, B.C.
V0H 1V0
PHONE (250) 485-7127
EMAIL: pender@pds.net
OUR FILE NO. 1001102/242

Exhibit E Water License

{110104-00937606;1}



ASSIGNMENT/ASSUMPTION

Licence. No.: 344555

File No.: 3412068

Disposition No.: 876702

THIS AGREEMENT is dated for reference August 4, 2010.

BETWEEN:

REFLECTION POINT DEVELOPMENTS INC.

Inc. No. BC0716011

1050 Eckhardt Ave W

Penticton, BC V2A 2C3

OF THE FIRST PART

(herein the "Assignor")

AND:

REFLECTION POINT RESORT LTD.

as to 11 875/20 000ths

INC. NO. BC0886793

PETRA HENRIETTE BONTKES

as to 1 250/20 000ths

JEFFREY BONTKES FAMILY TRUST

as to 1 250/20 000ths

ROBERT BONTKES FAMILY TRUST (2004)

as to 1 250/20 000ths

DALE ALEXANDER KIRKLAND

as to 1 250/20 000ths

R.A.B. PROPERTIES #2 LTD.

as to 1 250/20 000ths

Inc. No. BC0815491

608960 B.C. LTD.

as to 1 250/20 000ths

Inc. No. BC0608960

DANIER HOMES LTD.

as to 625/20 000ths

INC. No. BC0699549

c/o 100, 20120 – 64th Ave
Langley BC V2Y 1M8

OF THE SECOND PART

(herein the "Assignee")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

OF THE THIRD PART

(herein the "Province")

WITNESS THAT WHEREAS:

The Province and Reflection Point Developments Inc., entered into Licence No. 344555 on August 1, 2009; which was subsequently amended by the Amending Agreement dated for reference August 3, 2010; (herein called the "Document") over those lands more particularly known and described as:

All that unsurveyed Crown foreshore being part of the bed of Osoyoos Lake and fronting on Lot A, District Lot 2450s, Similkameen Division Yale District, Plan KAP80304, containing 0.22 hectares, more or less

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration paid by the Assignee to the Assignor and by the Assignee and the Assignor to the Province, the receipt and sufficiency of which is hereby acknowledged by both the Assignor and the Province, the parties agree as follows:

ARTICLE I - ASSIGNMENT

- 1.1 The Assignor assigns all of his right, title, interest and estate in and to the Document to the Assignee.

ARTICLE II - ASSUMPTION

- 2.1 The Assignee covenants with the Province to assume and be bound by all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE III - CONSENT

- 3.1 The Province consents to the execution and delivery of this agreement and the Assignment.
- 3.2 The Province releases and discharges the Assignor from all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE IV - WARRANTIES AND REPRESENTATIONS

- 4.1 The Assignee warrants and represents to the Province, with the intent that the Province will rely thereon, that the Assignee:
- (a) the owner of the upland adjacent to the Land;
 - (b) is a corporation duly formed under laws of the Province of British Columbia and has filed all necessary documents under such laws and has complied with all requirements of the Business Corporations Act;
 - (c) has the power, capacity and authority to enter into this agreement and to carry out its obligations contemplated herein, all of which have been duly and validly authorized by all necessary proceedings; and
 - (d) is in good standing with respect to the filing of returns in the Office of the Registrar of Companies of British Columbia.
- 4.2 The Assignee acknowledges to the Province and to the Assignor that:
- (a) the Assignee has inspected the land, and the improvements (if any) situate thereon, which are the subject of the Document and is fully aware of the condition of that land, and the improvements (if any) situate thereon, and accepts same in its current state;
 - (b) the Assignee has reviewed and inspected all municipal and regional by-laws, regulations and policies concerning the use and development of the land which is the subject of the Document; and
 - (c) there are no representations, warranties, collateral agreements or conditions affecting this agreement or the land, and the improvements (if any) situate thereon, which are the subject of the Document except as expressed herein and that this agreement constitutes the entire agreement.

ARTICLE V - NOTICE

- 5.1 The address of the Assignee for the service of notices or documents under the Document shall be the address specified for the Assignee on the first page of this agreement.

ARTICLE VI - MISCELLANEOUS

- 6.1 This agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6.2 The parties to this agreement confirm that the terms of the Document remain and continue in full force and effect.
- 6.3 This agreement may not be assigned by the Assignee except in accordance with the provisions of the Document.
- 6.4 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 6.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and corporation as the case may be.
- 6.6 The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in anyway limiting the scope or intent of the provisions hereof.
- 6.7 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and, unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- 6.8 If any section of this agreement or any part of a section is found to be illegal or unenforceable, that part or section as the case may be, shall be considered separate and severable and the remaining parts shall be enforceable to the fullest extent permitted by law.
- 6.9 All schedules attached to this agreement form an integral part of this agreement.

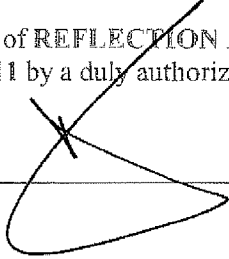
IN WITNESS WHEREOF the Assignor and Assignee have executed this agreement, and the Province has consented thereto, the day and year first above written.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **REFLECTION POINT DEVELOPMENTS INC.**
Inc. No. BC0716011 by a duly authorized signatory

Assignor




SIGNED on behalf of **REFLECTION POINT RESORT LTD.**
INC. NO. BC0886793 by a duly authorized signatory

Assignee

SIGNED BY
PETRA HENRIETTE BONTKES

Assignee

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



Minister responsible for the *Land Act*
or the minister's authorized representative

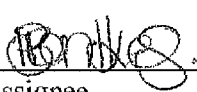
SIGNED on behalf of **REFLECTION POINT DEVELOPMENTS INC.**
Inc. No. BC0716011 by a duly authorized signatory

Assignor

SIGNED on behalf of **REFLECTION POINT RESORT LTD.**
INC. NO. BC0886793 by a duly authorized signatory

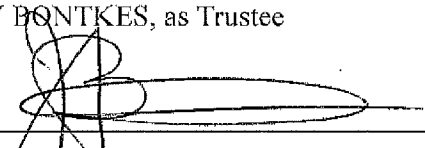
Assignee

SIGNED BY
PETRA HENRIETTE BONTKES



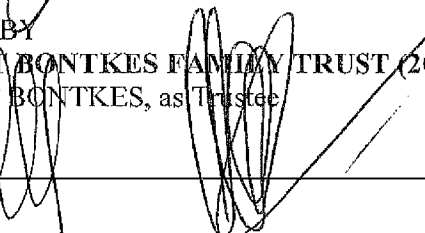
Assignee

SIGNED BY
JEFFREY BONTKES FAMILY TRUST
JEFFREY BONTKES, as Trustee




Assignee

SIGNED BY
ROBERT BONTKES FAMILY TRUST (2004)
ROBERT BONTKES, as Trustee



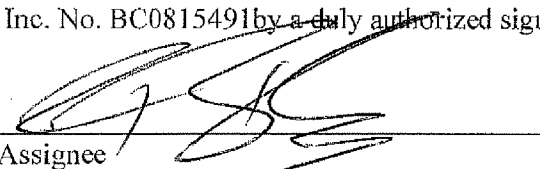
Assignee

SIGNED BY
DALE ALEXANDER KIRKLAND




Assignee

SIGNED on behalf of **R.A.B. PROPERTIES #2 LTD.**
Inc. No. BC0815491 by a duly authorized signatory



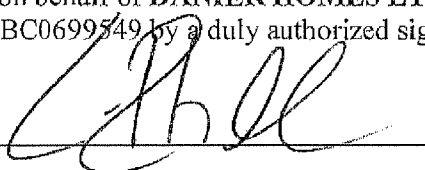
Assignee

SIGNED on behalf of **608960 B.C. LTD.**
Inc. No. BC0608960 by a duly authorized signatory



Assignee

SIGNED on behalf of **DANIER HOMES LTD.**
INC. No. BC0699549 by a duly authorized signatory



Assignee



MODIFICATION AGREEMENT

Licence No.: 344555

File No.: 3412068

Disposition No.: 876702

THIS AGREEMENT is dated for reference August 3, 2010.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

REFLECTION POINT DEVELOPMENTS INC.

Inc. No. BC0716011

1050 Eckhardt Ave W

Penticton, BC V2A 2C3

(the "Client")

WITNESS THAT WHEREAS:

The Province and the Client entered into a licence agreement dated August 1, 2009 (herein called the "Tenure") over those lands more particularly known and described as:

All that unsurveyed Crown foreshore being part of the bed of Osoyoos Lake and fronting on Lot A, District Lot 2450s, Similkameen Division Yale District, Plan KAP80304, containing 0.22 hectares, more or less

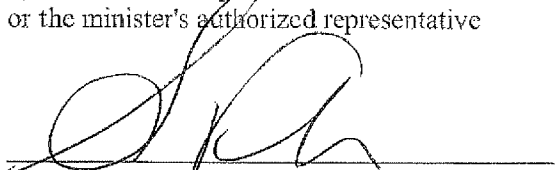
The parties have agreed to amend the Tenure.

NOW THEREFORE in consideration of the premises, and of the covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:

- 1 The parties agree to remove and replace Article 2 (2.2) of the Tenure with 2.2, 2.3 and 2.4 on the attached Schedule A.
- 2 In all other respects the Tenure shall remain in full force and effect and is hereby ratified and confirmed.
- 3 Time shall continue to be of the essence in this agreement and the Tenure.
- 4 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

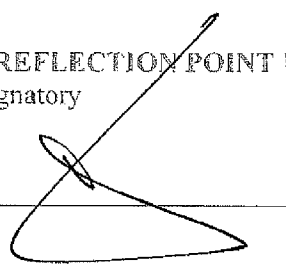
IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of **REFLECTION POINT DEVELOPMENTS INC.**
by a duly authorized signatory



Authorized Signatory

SCHEDULE "A"

2.2 You acknowledge that:

- (a) it is your intention to subdivide the upland property adjacent to the Land by filing a strata plan (the 'Strata Plan') and creating a strata corporation (the 'Strata Corporation') pursuant to the *Strata Property Act* of British Columbia;
- (b) the Land is to be used for moorage slips associated with the strata development;
- (c) this Agreement is being granted to you on an interim basis until the Strata Plan is filed and the Strata Corporation is created;
- (d) it is your intention to assign this Agreement to the Strata Corporation promptly after it is created; and
- (e) that nothing in this Agreement shall be interpreted to be our consent to the assignment of this Agreement.

2.3 The Term of this Agreement

- (a) starts on the Commencement Date and ends on the 5th anniversary of that date; unless
- (b) the following two conditions have not been met by the 5th anniversary of the Commencement Date:
 - (i) the Strata Corporation has been created, and
 - (ii) this Agreement has been assigned to the Strata Corporation,

in which case we may, at our option, with or without entry, and despite any other termination provision in this Agreement, terminate this Agreement and your right to use or occupy the Land will cease.

2.4 If this Agreement terminates as per 2.3 you must not remove any Improvement on the Land unless we direct or permit you to do so and all of your right, interest and estate in the Land and the Improvements that remain on the Land will be absolutely forfeited to us.



LICENCE OF OCCUPATION

Licence No.:

File No.: 3412068

344555

Disposition No.: 876702

THIS AGREEMENT is dated for reference August 1, 2009 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

REFLECTION POINT DEVELOPMENTS INC.
INC. NO. BC0716011
C/O Randy Kowalchuk
1050 Eckhardt Ave W
Penticton, BC V2A 2C3

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means August 1, 2009;

"**disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Fees**" means the fees set out in Article 3;

"**Improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading

or ditching of, in, on or under the Land;

"Land" means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled "Legal Description Schedule":

All that unsurveyed Crown foreshore being part of the bed of Osoyoos Lake and fronting on Lot A, District Lot 2450s, Similkameen Division Yale District, Plan KAP80304, containing 0.22 hectares, more or less,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*);

"Realty Taxes" means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

"Security" means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

"Term" means the period of time set out in section 2.2;

"we", "us" or "our" refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **"the parties"**; and

"you" or "your" refers to the Licensee.

- 1.2 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.

- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for strata moorage purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$7,200.00, the receipt of which we acknowledge.
-

ARTICLE 4 - COVENANTS**4.1 You must**

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as necessary for the purposes set out in section 2.1 and, despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over

the Land;

- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (l) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (m) not use construction materials containing toxic substances;
- (n) not without prior written consent from us
 - (i) deposit on the Land, or any part of it, any earth, fill or other material for the purpose of filling in or raising the level of the Land;
- (o) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (p) ensure that upon completion of the strata moorage you must not alter or add to any Improvement without our prior written consent; use this if dock not built yet.
- (q) not alter or add to any Improvement without our prior written consent;
- (r) not interrupt the full right of the public to pass and repass, on foot, over the foreshore

and across the Moorage Facility should it obstruct public passage over the foreshore;

- (s) ensure that the development is completed as shown on the plans submitted with the application. More particularly, the dock must be located in front of common property of the strata;
- (t) ensure that no fuel sales, boat sales or rentals are permitted under this Agreement without our prior written consent;
- (u) ensure that all construction is completed in accordance with the recommendations contained in the Environmental Impact Assessment, December 2008, prepared by McElhanney Consulting Services Ltd., and according to Ministry of Environment Notification File 806428;
- (v) construct the Improvements as shown on the development plan, signed and dated by the parties, and held on file by us;
- (w) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (x) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (y) on the termination of this Agreement,
 - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
 - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,

- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
 - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(x), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent

enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;

- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) there are only 24 berths as per your Development Plan;
- (j) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (k) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(y)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(y)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(y)(iii); and
- (l) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a

monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will

- (a) guarantee the performance of your obligations under this Agreement;
- (b) be in the form required by us; and
- (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:

- (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
 - (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
 - (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
 - (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.
- 6.7 We may, acting reasonably, from time to time, require you to
- (a) change the amount of insurance set out in subsection 6.6(a); and
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;
- and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.
- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
 - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
 - (c) if you transfer or assign your interest in fee simple in all that parcel or tract of land more particularly described as Lots A and B of District Lot 2450s Similkameen Division Yale District Plan KAP80304 PID # 026 579 201 and 026 579 219;
 - (d) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,

- (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
- (iii) voluntarily enter into an arrangement with your creditors;
- (e) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (f) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (g) if this Agreement is taken in execution or attachment by any person; or
- (h) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to

resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.

- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Kamloops, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF AGRICULTURE AND LANDS
3rd Floor, 145-3rd Ave.
Kamloops, BC V2C 3M1;

to you

REFLECTION POINT DEVELOPMENTS INC.
C/O Randy Kowalchuk
1050 Eckhardt Ave W
Penticton, BC V2A 2C3;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
 - (b) you diligently attempt to remove the delay.

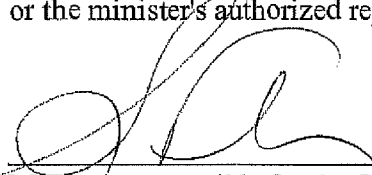
11.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

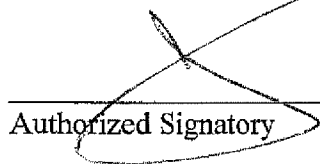
The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative



Minister responsible for the *Land Act*
or the minister's authorized representative

SIGNED on behalf of
REFLECTION POINT DEVELOPMENTS INC.
by a duly authorized signatory



Authorized Signatory

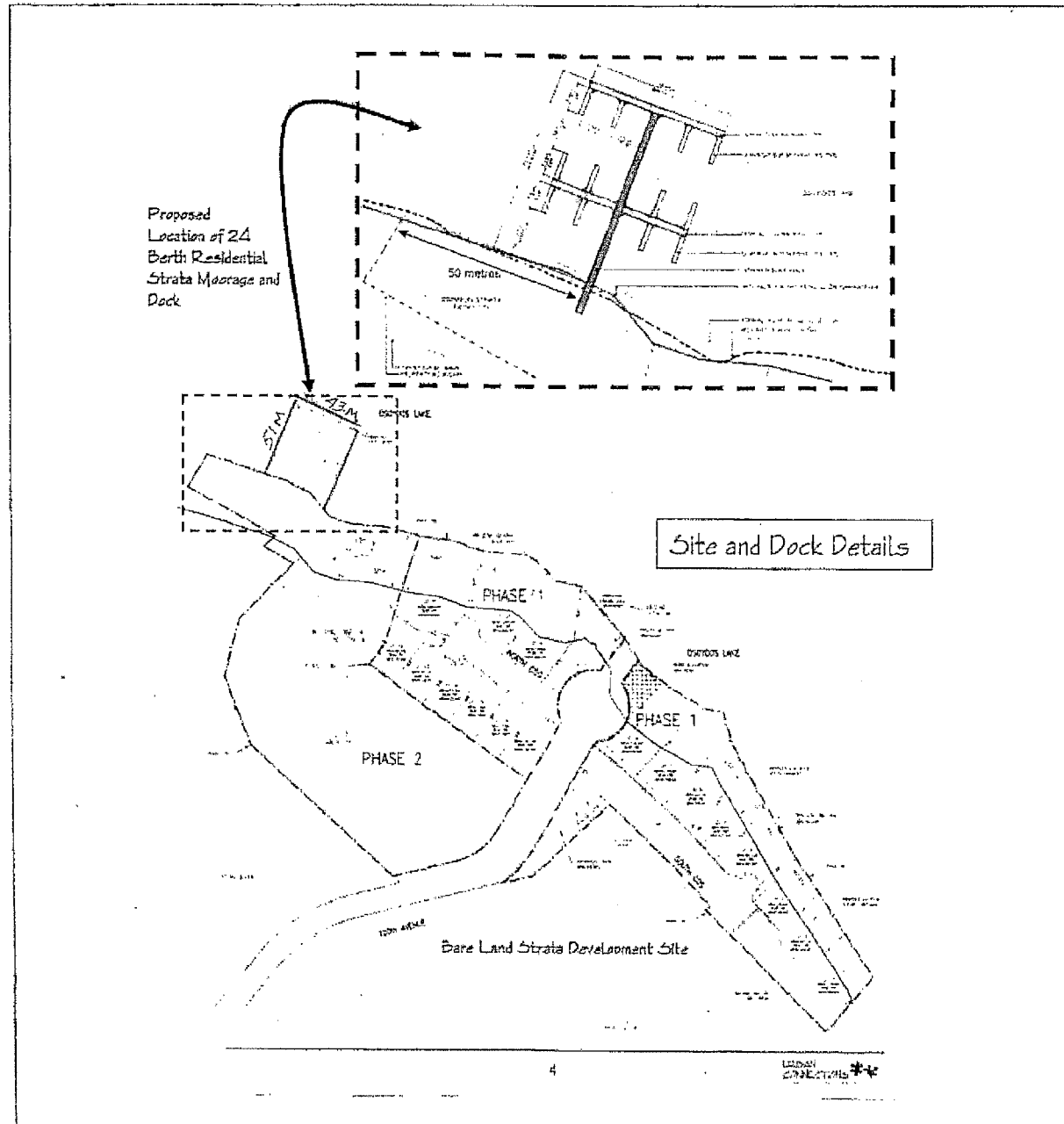
344555

STRATA MOORAGE

LEGAL DESCRIPTION SCHEDULE

File No.:3412068
Disposition No.:876702

All that unsurveyed Crown foreshore being part of the bed of Osoyoos Lake and fronting on Lot A, DL 2450s, SDYD, Plan KAP80304, containing 0.22 Hectares, more or less



Scale: 1:45,234

BCGS Mapsheet(s):82E.003

RESIDENTIAL

Page 16 of 16



Province of
British Columbia

Ministry of
Agriculture and
Lands

ENDORSEMENTS

Licence No. 344555

File: 3412068

Date: March 4, 2011

Endorsement No. 1

Licence modified by agreement dated August 3, 2010 to remove and replace Article 2(2.2) of the Tenure.

Endorsement No. 2

Assigned unto REFLECTION POINT RESORT LTD., PETRA HENRIETTE BONTKES, JEFFREY BONTKES FAMILY TRUST, ROBERT BONTKES FAMILY TRUST (2004), DALE ALEXANDER KIRKLAND, R.A.B. PROPERTIES #2 LTD., 608960 B.C. LTD., and DANIER HOMES LTD., as Tenants in Common, by Agreement dated August 4, 2010.

Exhibit F

Strata By-laws

Strata Property Act

FORM Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

(Section 245(d); Regulations section 14.6(2))

Re: Strata Plan EPS2860, being a strata plan of

PID:

Legal Description: LOT A DISTRICT LOT 2450S SIMILKAMEEN DIVISION YALE
DISTRICT PLAN EPP51294

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, permitted by section 120 of the *Act*:

Dated this ____ day of July, 2015.

REFLECTION POINT RESORT LTD. *per*:

Signature of Applicant – Robert Bontkes

R.A.B. PROPERTIES #2 LTD. *per*:

Signature of Applicant – Robert Barker

608960 B.C. LTD. *per*:

Signature of Applicant – Joanne Barker

DANIER HOMES INC. *per:*

Signature of Applicant – Kees van Rhee

Signature of Applicant - PETRA HENRIETTE BONTKES

Signature of Applicant - JEFFREY BONTKES

Signature of Applicant - ROBERT BONTKES

Signature of Applicant - TAKO VAN POPTA

Signature of Applicant - DALE ALEXANDER KIRKLAND

PART 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Payment Of Strata Fees

- a. An owner must pay strata fees on the date and in the manner specified in the budget.
- b. If an owner is late in paying his or her strata fees, the owner must reimburse the strata corporation and any other owner for any loss or damage directly or indirectly caused by the lateness.

2. Repair And Maintenance Of Property By Owner

- a. An owner must repair and maintain the owner's strata lot, and the building or buildings that form the strata lot, including but not limited to the following:
 - i. the structure of a building including its foundations
 - ii. the exterior of a building including the roof and overhangs;
 - iii. chimneys, stairs, balconies and other things attached to the exterior of a building;
 - iv. doors, windows and skylights including casings, frames and sills; and
 - v. fences, railing and similar structures that enclose patios, balconies and yards.
- b. An owner who has the exclusive use of limited common property shall be solely responsible and liable for the repair, maintenance and upkeep of the limited common property and any structures or improvements built thereon, including but not limited to the following:
 - i. the structure of a building, including its foundations;
 - ii. the exterior of a building, including the roof and overhangs;
 - iii. chimneys, stairs, balconies and other things attached to the exterior of a building;
 - iv. doors, windows and skylights on a building, including casings, frames and sills;
 - v. fences, railings and similar structures that enclose patios, balconies and yards; and
 - vi. landscaping.

The Strata Corporation shall not be responsible for any of these costs.

- c. Despite any other provision of these bylaws, an owner must repair and maintain facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they benefit only that owner's strata lot or that owner's limited common property, regardless of their location.
- d. An owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her strata lot other than work for the benefit of more than one strata lot or for the building generally, and pay all rates,

taxes, charges, outgoings and assessments that may be payable in respect of the strata lot.

3. Use of Property

- a. An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in any way that:
 - i. causes a nuisance or hazard to another person;
 - ii. causes unreasonable noise;
 - iii. unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot; or
 - iv. is illegal.
- b. 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 the strata lot which the strata corporation must repair, maintain or insure under these bylaws or the *Act*.
- c. An owner may build or install structures and/or improvements on his/her limited common property without the consent of the Strata Corporation, for his/her exclusive use and benefit, subject to obtaining the necessary municipal approval.

4. Inform Strata Corporation

- a. 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 of the strata plan, if any.
- b. On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

PART 2 – POWERS AND DUTIES OF STRATA CORPORATION

5. Repair and Maintenance of Property

- a. The strata corporation must repair and maintain all common assets including the pump house, marina and other common services of the strata corporation and all common property (if any) that is not designated as limited common property.

PART 3 – COUNCIL

6. Council Size and Composition

- a. The council is made up of one representative for each strata lot.
- b. The following persons may be council members:
 - i. an owner;

- ii. an individual representing a corporate owner;
 - iii. a tenant who has been assigned a landlord's right to sit on council under the *Act*;
 - iv. a spouse of an owner, whether or not legally married; and
 - v. a representative of an owner appointed by an owner in writing.
- c. Despite any other provision of these bylaws, no person may sit on council with respect to a strata lot if that strata lot is in arrears with respect to strata fees or special levies.

7. Calling Council Meetings

- a. Any council member may call a meeting by giving the other council members at least one week's written notice of the meeting, specifying the reason for calling this meeting.
- b. A council meeting may be held without notice if all council members consent to the meeting.

8. Quorum of Council

- a. A quorum of the council is:
 - i. one, if the council consist of one member;
 - ii. two, if the council consists of two or more members.
- b. Council members must be present in person at the council meeting to be counted in establishing quorum.

9. Council Meetings

- a. At the option of the council, council meetings may be held by electronic means, provided that all council members can communicate with each other;
- b. If a council meeting is held by electronic means, council members are deemed to be present in person.

10. Voting at Council Meetings

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

11. Delegation of Council's Powers and Duties

- a. 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.

12. Spending Restrictions

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

13. Limitation on Liability of Council Member

- a. A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in relation to any power or duty of the council, but is liable as an owner for a judgment against the strata corporation.

PART 4 – ENFORCEMENT OF BYLAWS AND RULES

14. Fines

- a. The strata corporation may fine an owner or tenant a maximum of:
 - i. \$200 for each contravention of a bylaw; and
 - ii. \$50 for each contravention of a rule.
- b. The strata corporation may impose a fine on any owner or tenant for a continuing contravention of a bylaw or rule every 7 days.

PART 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

15. Person to Chair Meetings

- a. Annual and special general meetings must be chaired by the president of the council or a person elected by the eligible voters present at the meeting.

16. Participation by Other Than Eligible Voters

- a. Only eligible voters and persons authorized in writing by eligible voters to attend may attend annual or special general meetings.

17. Voting

- a. At an annual or special general meeting a vote is decided by roll call;
- b. The outcome of each vote must be announced by the chair and recorded in the minutes of the meeting;
- c. An owner who is otherwise an eligible voter may not exercise his or her vote for 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 the *Act*.

18. Order of Business

- a. The order of business at annual and specific general meetings is as follows:
 - i. certify proxies and corporate representatives;
 - ii. determine that there is a quorum;
 - iii. elect a person to chair the meeting, if necessary;
 - iv. present to the meeting proof of notice of meeting or waiver of notice;
 - v. approve the agenda;
 - vi. approve minutes from the last annual or special general meeting;
 - vii. deal with unfinished business;
 - viii. receive reports of council activities and decisions since the previous annual or special general meeting;
 - ix. ratify any new rules made by the strata corporation under section 125 of the *Act*;
 - x. report on insurance coverage in accordance with section 154 of the *Act*, if the meeting is an annual general meeting;
 - xi. approve the budget for the coming year in accordance with section 103 of the *Act*, if the meeting is an annual general meeting;
 - xii. deal with new business, including any matters about which notice has been given under section 45 of the *Act*;
 - xiii. terminate the meeting.

19. Electronic Attendance

- a. Persons attending an annual or special general meeting may attend by electronic means, provided that all persons participating in the meeting can communicate with each other.

PART 6 – MISCELLANEOUS MATTERS

20. Defined Terms

- a. All terms defined in the *Act* and used in these bylaws will have the meaning given to them in the *Act* unless otherwise defined in these bylaws or the context requires otherwise.

21. Seal

- a. The strata corporation will not have a common seal.

22. Severability

- a. If any provision of these bylaws is declared to be invalid by a Court, all other provisions will continue in force as if the invalid provision had never been included.

23. Insurance

- a. For the purposes of this section, each strata lot is a distinct type of strata lot;
- b. Despite any other provision of these bylaws or the *Act*, a contribution to the operating fund for the purpose of paying premiums for property insurance on a building containing all or part of a strata lot is deemed to relate to and benefit only that strata lot, and such contribution must be allocated only to the owner of that strata lot and not in accordance with the formula set out in the *Act*. In the case of any dispute in regards to this bylaw (23b), the determination as to the prorated costs of insurance shall be made by an accountant or insurance agent mutually agreeable to the owners.

24. If possible, the owners will use their best efforts to obtain independent non-commercial insurance.

25. Types of Strata Lots; Use of Marina

After deposit of the strata plan which creates Phase 2 of the development, the owners of Strata Lots 1 to 8 will not be entitled to use the marina located adjacent to the westerly part of the development, nor will they be entitled to share in the revenue from the marina. After deposit of the strata plan which creates Phase 2 of the development, the owners of Strata Lots 9 to 30 will be entitled to the exclusive use of the marina and any revenue therefrom, and will bear the entire cost of maintaining the marina facilities, and maintaining and renewing the water license.

PART 7 – LIABILITY AND INDEMNITY

26. No owner shall be liable or responsible in any way for any death or injury arising from or out of any occurrence in, upon or about the property, including, without limitation, the strata moorage/marina, nor for any loss or damage to property of any other owner or others located in, on or about the property, from any cause whatsoever nor, without limiting the generality of the foregoing:

- a. For any death, injury, loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the property or from the street or subsurface of any floor or ceiling or from any other place or because of dampness or climatic conditions from any other cause of whatsoever nature;
- b. Nor for any death, injury, loss or damage whatsoever to persons or property caused by any other owner or their family, tenants, agents, employees, contractors, invitees or licensees in, on or about the property, or by an occupant of any adjacent property, or by a member of the public, or by virtue of any construction of any private, public or quasi-public work;

- c. Nor for loss or damage of or to any money, securities, negotiable instruments, papers or other valuables of or held in, on or about the property by any owner or their family, tenants, agents, employees, contractors, invitees or licensees;
- d. Nor for loss or damage of or to any property of any owner or their family, tenants, agents, employees, contractors, invitees or licensees, located in, on or about the property, which is entrusted to the care or control of such first-mentioned owner or his family, tenants, agents, employees, contractors, invitees or licensees;
- e. Nor for any loss or damage suffered by any owner or their family, tenants, agents, employees, contractors, invitees or licensees, to the houses and accessory buildings and improvements or to their contents by reason of such first-mentioned owner or his family, tenants, agents, employees or contractors entering in an emergency.

except such death, injury, loss or damage caused by the intentional conduct or negligence of such first-mentioned owner or his family, tenants, agents, employees, contractors, invitees or licensees.

- 27. All property kept or stored anywhere in, on or about the property by or through any owner shall be so kept or stored at the risk of such owner only, and such owner shall indemnify the other owner(s) for any claims arising out of any loss or damage to such property, including any subrogation claim by the owner's insurers.
- 28. Each owner shall indemnify and save harmless each other owner from and against any and all loss, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, or damage to or loss of property:
 - a. arising from:
 - i. any occurrence on or about the property involving; or
 - ii. the occupancy, use or enjoyment of:
 - a) the existing houses;
 - b) the associated accessory buildings, structures and improvements including, without limitation, the strata moorage/marina, the sanitary pump station or pump house/kiosk, fire flow control kiosk, entry gates or any parts thereof,
 - by such owner, his family, guests, tenants, agents, employees, contractors, invitees, licensees or anyone permitted or suffered by such owner to occupy, use or be on or in any part of the property; or
 - b. resulting from any act or omission of such owner, his family, guests, tenants, agents, contractors, employees, invitees, licensees or by anyone permitted or suffered by such owner to occupy, use or be on or in any part of the property.

29. Without limiting the generality of the provisions of this by-law, if any owner shall, without fault on his part, be made a party to any litigation commenced by or against any other owner, or any litigation regarding any matter for which the first-mentioned owner is entitled to indemnity by another owner under this by-law, then such other owner shall protect and hold harmless the first-mentioned owner and shall pay all costs, expenses and reasonable legal fees incurred or paid by such first-mentioned owner in connection with such litigation.

Marketing Activities by Owner Developer

- 29 (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.
- (3) Without limiting the generality of the foregoing the Owner Developer shall have the right, so long as it owns any unsold strata lots, to maintain and use its unsold strata lots and the common property amenity area as display units and sales offices and to carry out such sales functions as the Owner Developer deems necessary or desirable to enable the sale and marketing of all strata lots in the development and at other developments of the Owner Developer or related entities within the south Okanagan area of British Columbia, including:
- (i) erecting and placing directional, location and advertising signage on the strata lots owned by the Owner Developer and on the common property;
 - (ii) encouraging and allowing perspective purchasers to view the strata lots owned by the Owner Developer, the common property and all common facilities; and
 - (iii) erecting and maintaining a sales trailer, placards, flags and other like items for marketing, sales and advertising on the common property of the development which shall be removed at the Owner Developer's expense once all strata lots have been sold by the Owner Developer.
- (4) In order to allow the Owner Developer of the strata lots to market and sell any strata lots owned by the Owner Developer, the Owner Developer may, until the last strata lot has been sold by the Owner Developer:
- (i) allow any project or security gate to remain open during regular business hours including weekends so as to allow prospective purchasers reasonable and unimpeded access to any strata lot owned by the Owner Developer and access to the common property and facilities of the development; and
 - (ii) have unimpeded access for the Owner Developer, its sales staff, agents and prospective purchasers to the common property and common facilities of the development.

- (5) A strata lot owner may display on the Common Property a form of signage designed to attract pedestrians and passersby and which signage relates directly or indirectly to the sale or lease of a strata lot, however, until such time as the Owner Developer is no longer the first owner of any strata lot, the Owner Developer shall be entitled to stipulate, within reason, the location and maximum size of any owner's signage on the Common Property.
- (6) Except as provided for in these Bylaws and subject to the restrictions contained in Bylaw 29(3) and 29(4) above, no advertising for the re-sale of a strata lot shall be permitted except on a directory board to be provided by the strata corporation for such purpose.

Exhibit G Budget

OSOYOOS

Reflection Point

Interim Budget

Account Name	Interim PH1 Budget 8	Interim Ph 2 Budget 22	Interim PH 1 and 2 Budget 30
RECEIPTS / REVENUE			
Owners' Contributions	28,140.00	29,893.50	48,457.50
TOTAL RECEIPTS / REVENUE	28,140.00	29,893.50	48,457.50
EXPENSES & RESERVES			
ADMINISTRATIVE EXPENSES			
Statutory Review of Trust Accounts	450.00	450.00	450.00
Additional Services	0.00	100.00	0.00
Appraisal	600.00	600.00	600.00
Bank Charges	300.00	300.00	300.00
Depreciation Report	0.00	0.00	0.00
Insurance Premium	5,500.00	2,000.00	7,500.00
Management Fees	5,200.00	5,200.00	5,600.00
Meeting	0.00	420.00	0.00
Postage/Copies/Office Exp.	100.00	100.00	200.00
Corporate Tax Return	350.00	350.00	350.00
TOTAL ADMINISTRATIVE EXPENSES	12,500.00	9,520.00	15,000.00
UTILITIES			
Electricity	600.00	600.00	600.00
Water & Sewer	0.00	0.00	0.00
TOTAL UTILITIES	600.00	600.00	600.00
CONTRACT / BLDG EXPENSES			
Garbage Collection	1,800.00	4,950.00	6,750.00
Landscaping	1,400.00	1,400.00	2,800.00
Pump Stations	2,000.00	3,500.00	4,500.00
Snow Removal	8,000.00	8,000.00	16,000.00
Warranty Inspection	0.00	0.00	0.00
TOTAL CONTRACT / BLDG EXPENSES	13,200.00	17,850.00	30,050.00
REPAIRS & MAINTENANCE EXPENSES			
Dryer Vent Clean/Maintenance	0.00	0.00	0.00
Repairs & Maintenance	500.00	500.00	500.00
Gutter Cleaning	0.00	0.00	0.00
Irrigation	0.00	0.00	0.00
Window Cleaning	0.00	0.00	0.00
TOTAL REPAIRS & MAINTENANCE EXPENSES	500.00	500.00	500.00

OSOYOOS

Reflection Point

Interim Budget

Account Name	Interim PH1 Budget	Interim Ph 2 Budget	Interim PH 1 and 2 Budget
TOTAL OPERATING EXPENSES	26,800.00	28,470.00	46,150.00
CRF & OTHER BUDGETED RESERVE FUNDS			
Contingency Reserve Fund 5%	1,340.00	1,423.50	2,307.50
TOTAL RESERVE FUNDS	1,340.00	1,423.50	2,307.50
TOTAL EXPENSES & RESERVES	28,140.00	29,893.50	48,457.50

CRF has been based on 5% of the operating.
The developer will be required to submit CRF
contributions in accordance with the SPA.

Averages per unit	293.13	113.23	134.60
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Exhibit H Contract of purchase and sale

CONTRACT OF PURCHASE AND SALE – CASH SALE

THIS AGREEMENT made the | | day of | |, 201____.

BETWEEN: | |

Buyer's email address: _____

Buyer's fax number: _____

(the "Buyer")

OF THE FIRST PART

AND:

REFLECTION POINT RESORT LTD.
PETRA HENRIETTE BONTKES
THE JEFFREY BONTKES FAMILY TRUST
ROBERT BONTKES FAMILY TRUST (2004)
DALE ALEXANDER KIRKLAND
R.A.B. PROPERTIES #2 LTD.
608960 B.C. LTD.
DANIER HOMES INC.
By their agent, INFINTY PROPERTIES LTD.
#205, 6360 - 202nd Street, Langley, BC V2Y 1N2

(the "Sellers")

OF THE SECOND PART

The Buyer agrees to purchase the lot or lots (individually a "Lot" and collectively the "Property") described in Schedule "A" and boldly shown on the attached plan attached as Schedule "B" from the Seller on the following terms and subject to the following conditions:

1. **PURCHASE PRICE.** The purchase price will be the sum of the purchase prices for each Lot as set out in Schedule "A" (collectively, the "Purchase Price"). The Purchase Price will be payable by the Buyer as follows:

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- (a) as to \$_____, by payment of such amount in accordance with Section 2 of this Contract; (the "Deposit").
- (b) The balance of the Purchase Price, \$_____, shall be paid in accordance with Section 9 of this Contract.

2. DEPOSIT. The Deposit of \$_____ is to be paid by the Buyer by **certified cheque or bank draft** to **McQuarrie Hunter LLP** within five (5) days of removal or waiver of any Buyer's condition precedent (if applicable), or in the absence of a Buyer's condition precedent, the Seller's acceptance of this Contract.

McQuarrie Hunter LLP will:

- (a) Hold the Deposit in a non-interest bearing trust account;
- (b) Apply the Deposit towards the Purchase Price if the Buyer completes the purchase of the Property as provided by this Contract;
- (c) Pay the Deposit to the Seller in the event of the Buyer's default, if the Seller elects to terminate this Contract; and
- (d) Refund the Deposit to the Buyer as the Buyer's sole remedy in the event of default by the Seller.

In the event the Buyer fails to pay any portion of the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract.

The Deposit shall be applied upon the completion of the purchase of each Lot for the benefit of the Buyer on a pro-rated basis as shown in Schedule "A".

3. DEVELOPER. Infinity Properties Ltd. is the agent of the owners of the Property and will be responsible for providing all services as provided in Section 7 below.

4. COMPLETION. The Completion, Possession, and Adjustment date (the "Completion Date") will be _____, 201____

If the Buyer is providing a letter of credit instead of cash for the Security Deposit required under Section 25 of this Contract, it must be delivered to McQuarrie Hunter LLP at least five (5) days prior to the Completion Date. Letters of Credit received after that date will not be accepted and will be returned, and the amount due for the Security Deposit must be paid in cash to the Seller on the Completion Date.

All costs of conveyance are to be borne by the Buyer, except the cost of clearing title. This includes the cost of delivering documents to the Seller and arranging return of the executed documents to the Buyer or the Buyer's solicitor. It is the Buyer's responsibility to deliver the funds due, to the Seller or Seller's lawyer by 3 p.m. on the Completion Date. Any courier or delivery charges are the responsibility of the Buyer.

The Buyer is responsible for payment of the Design Review Fee on the Completion Date as per Section 30.

5. POSSESSION. Subject to its payment of the part of the Purchase Price due on the Completion Date, the Buyer will have vacant possession of the Property at 5:00 p.m. on the Completion Date.

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6. **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 the Completion Date.
7. **INCLUDED ITEMS.** The Lots will be fully serviced by the Seller with sanitary sewer, water, storm sewer, electricity, gas, and cablevision except that the services may not be operational on the Completion Date but will be within a reasonable period. The Buyer understands that it is the Seller's obligation to complete the civil work infrastructure requirements for Telus, Fortis BC, and Eastlink, and that the actual commission of these services is the responsibility of the utility companies. The Seller will not in any way impede the utility company's progress, and will ensure that all necessary applications are submitted in a timely manner. The Lots will be graded in accordance with the lot grading plan approved by the Regional District of Okanagan Similkameen, and within the tolerances permitted by the Regional District.
8. **TITLE.** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions, exceptions and reservations, including royalties, contained 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, easements in favour of adjacent properties, a statutory building scheme registered by the Seller, encumbrances contemplated in the Disclosure Statement for the development as amended from time to time (the "Disclosure Statement"), and financial encumbrances to be discharged as set out in this Contract (see Schedule "C" for Permitted Encumbrances).
9. **TENDER.** Tender or payment of the Deposit by the Buyer to McQuarrie Hunter LLP will be by certified cheque or bank draft. Tender or payment of the balance of money payable hereunder will be by certified cheque, bank draft, cash or lawyer's/notary's trust cheque.
10. **DOCUMENTS.** All documents required to give effect to this Contract will be delivered in registrable form where necessary and the Transfer may be lodged for registration by the Buyer in the appropriate land title office (the "Land Title Office") on or before the Completion Date.
11. **TIME.** Time will be of the essence hereof.
12. **BUYER FINANCING.** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the Transfer and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Buyer has (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller a lawyer's or notary's undertaking to pay the Purchase Price upon the lodging of the Transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds, and failing payment on the Completion Date, to return the Transfer to the Seller or the Seller's lawyer upon demand.
13. **CLEARING TITLE.** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Buyer may pay the

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Purchase Price to the Seller's lawyer or notary in trust, on undertakings to pay and discharge the financial charges, and to remit the balance, if any, to the Seller.

14. **COSTS.** The Buyer will bear all costs of the conveyance, including Property Transfer Tax, and if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title of any encumbrances that are not Permitted Encumbrances. Any goods and services tax applicable to the sale of the Property under the Excise Tax Act will be in addition to the Purchase Price and will be paid by the Buyer, unless the Buyer provides the Seller with a valid GST number and certificate in a form acceptable to the Seller.
15. **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.
16. **REPRESENTATIONS AND WARRANTIES.** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract, all of which will survive the completion of the sale. Without limiting the generality of the foregoing, the Buyer acknowledges that the Property is being sold an "as is, where is" basis to the Buyer and it will remain the Buyer's sole responsibility to retain competent engineering advice as to the structural integrity and general condition of any Lot comprising the Property, specifically as it pertains to accommodating the house design selected by the Buyer. The Seller agrees that as the Developer of the Property, the Seller will ensure that all Lots will be serviced as per the Key Plan. It is understood and acknowledged that the Seller and/or its agents, while acting in a consultant capacity, are not responsible for ensuring that the proposed new construction complies with the applicable municipal by-laws and/or prerequisites. The viability and legality of all aspects of the proposed new construction are the sole responsibility of the Buyer.
17. **RECEIPT OF DISCLOSURE STATEMENT.** The Buyer acknowledges that the Buyer has received a copy of and has been given an opportunity to read the Seller's Disclosure Statement, and any amendments to date and that this Contract constitutes a receipt in respect thereof. If this Contract or any subsequent amendment includes a fax number or email address for the Buyer, the Buyer hereby consents to the delivery of any Disclosure Statement (including any amendment to the Disclosure Statement for the Property) by fax or email. The Buyer agrees to provide new fax numbers or email addresses to the Seller from time to time in the event of any change. If the Buyer is more than one person, each of them authorizes the other or others to receive documents by fax or email on their behalf.
18. **ASSIGNMENT.** The Buyer may assign this contract to any third party only with the prior written consent of the Seller. No such assignment will relieve the Buyer from the Buyer's obligations under this contract. The Buyer must deliver a copy of any assignment to the Seller no later than 5 business days prior to the Completion Date.
19. **PLURAL.** 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.
20. **SEVERANCE.** Any provision of this Contract that is unenforceable or prohibited by law will be ineffective to the extent of such provision without invalidating the remaining conditions of this Contract.

21. FINAL LANDSCAPE GRADE PLAN. The Buyer acknowledges and agrees that a landscape grading plan prepared by Tynan Designs Ltd. has been prepared for the entire subdivision and the drainage patterns established must be maintained. It is the Buyer's sole responsibility to comply with the landscape grading plan and the Buyer hereby acknowledges the requirement for complying with the landscape grading plan.
22. INDEMNITY. The Buyer, except to the extent the same is caused by the negligence of the Seller or the Regional District of Okanagan Similkameen or its or their servants, agents or employees, respectively, covenants to save harmless and indemnify the Seller against:
- (a) all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction by the Buyer upon the Property;
 - (b) all commercially reasonable expenses and costs which the Seller may be incurred by reason of the said construction resulting in damage to any property owned or installed by the Seller located on or within any Lot comprising the Property, on or within the dedicated roads, sidewalks, lanes, etc. both external or internal which provides access and ingress to each Lot comprising the Property or which the Seller is by duty or custom obliged directly or indirectly in any way or to any degree to construct, repair or maintain; *and*
 - (c) all commercially reasonable expenses and costs which may be incurred by reason of liens for the Buyer's non-payment of labour or materials, Worksafe BC Assessment, Employment Insurance, GST, federal or provincial taxes.
23. BUYER'S COVENANTS RE: SUBDIVISION SERVICES. The Buyer covenants and agrees as follows:
- (a) If the Buyer does not give written notice to the Seller prior to the Completion Date of any damage to curbs, sidewalks, boulevards, sewers, lights, street trees, or other subdivision services and/or damage to or loss of survey markers on the Property or the centreline of the road adjacent to the Property, then all subdivision services will be deemed to be in undamaged condition and the survey markers will be deemed to have been in place on the Completion Date;
 - (b) Except for damage described in a notice given under the preceding section, from the earlier of the Possession Date and the Completion Date, until the date of termination of the Seller's obligation to the municipality to maintain municipal services, the Buyer will be responsible for all costs incurred by the Seller for the reposting of survey markers and the repair of curbs, sidewalks, sewers, lights, street trees, street and storm sewer cleanings, boulevards and other related subdivision services on or adjacent to each Lot and extending to the centre line of any roadway adjacent to the relevant Lot; *and*
 - (c) During the time period commencing on the substantial completion of the house to be constructed by the Buyer on a Lot, and ending on the date one year after said completion or, when the house is permanently occupied, whichever first occurs, the Buyer will be responsible for all costs incurred by the Seller for the maintaining of the landscaping in each yard (front or side) adjacent to a street, on each Lot.

24. **BUILDING DESIGN GUIDELINES AND OTHER LEGAL AND INFORMATIONAL DOCUMENTS.** The Buyer acknowledges receipt of a copy of the Seller's Design Guidelines and agrees to abide by them. The Buyer also acknowledges receipt of any Statutory Rights of Way, Easements, lot grading plan, tree retention plan, tree replacement and planting plans, any special lot fencing requirements and agrees to comply with same. The Buyer acknowledges that the Design Guidelines will be registered on the title to the Lots.

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No construction, placement, alteration, or improvement of any building or house on any Lot will commence unless and until the plans or designs thereof have been approved by the Seller or its agent and unless and until the Buyer's builder has been approved by the Seller as herein provided. The Buyer further agrees to:

- (a) obtain Design Consultant's plan and landscape grading plan approval through the Seller prior to applying for building permit;
- (b) ensure that all construction will comply with the approved plan and building scheme including tree planting, tree retention and landscape requirements;
- (c) comply with the individual lot siltation control requirements and use good practices to keep mud and silt off roadways.;
- (d) repair to municipal standards any damage to municipal or strata services on any Lot or in the municipal right-of-way or road allowance or strata common property adjacent to Lot to the centre line of the road, or pay the cost of such repairs, at the sole discretion of the Seller;
- (e) comply with the lot grading plan as provided by Tynan Consulting Ltd;
- (f) install the grass turf for the entire front lawn area extending to the back of the curbs fronting the Lot;
- (g) install the rear yard and side yard fence as outlined in the Design Guidelines.

25. **SECURITY DEPOSIT.** The Buyer agrees to deposit Ten Thousand Dollars (\$10,000.00) per Lot comprising the Property (the "Security Deposit") with Reflection Point Joint Venture ("Reflection Point") by cash or by Letter of Credit (as per Schedule "D" attached) **on or before the Completion Date** per Section 4, to ensure compliance with all items listed in Sections 24 to 30.

Reflection Point Joint Venture may use all or part of the Security Deposit for the following:

- (a) paying the Design Approval Fee and Inspection Fees under Section 29 if the Buyer fails to do so;

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- (b) correcting any or all construction that does not comply with the approved plan and building scheme including tree retention, tree planting, fencing, retaining wall, and landscape requirements;
- (c) completing any of the Buyer's obligations, including driveway construction, under the Design Guidelines;
- (d) constructing individual lot siltation control requirements if not in place or not functioning;
- (e) replanting or replacing boulevard landscaping or the required replacement trees if not of approved size and species and/or planted improperly, and reimbursing the project Arborist for every re-inspection required;
- (f) repairing municipal or strata services and requirements including: lot grading, curbs, sidewalks, driveway access, swales, light standards, boulevard landscaping, and a share of storm sewer cleaning (where applicable);
- (g) the Buyer's share of costs for: street sweeping, storm system cleaning, garbage removal;
- (h) the cost of replacing survey pins and correcting any damage to subdivision services on/or adjacent to any Lot comprising the Property;
- (i) completion of any works by Reflection Point under the direction of the municipality to comply with the municipality's Erosion and Sediment Control Bylaw and the Best Management Practises included therein;
- (j) to pay any penalties or fines levied by the municipality to the Seller or Reflection Point as a direct result of the Buyer not following the requirements set out in the municipality's Erosion and Sediment Control bylaw;
- (k) Reflection Point will retain the Security Deposit until completion of the Seller's maintenance period for municipal services with the Regional District of Okanagan Similkameen and completion of driveway construction on the Property by the Buyer. Upon Reflection Point receiving approval from the Regional District of Okanagan Similkameen acknowledging the completion and acceptance of all requirements, confirmation from the Design Consultant that the Buyer has complied with all conditions of Design Guidelines and lot grading plan, and a conditional occupancy permit from the Regional District of Okanagan Similkameen, Reflection Point will return to the Buyer any remaining Security Deposit funds not required to pay for corrections and repairs;
- (l) Where a Letter of Credit has been provided for the Security Deposit, Reflection Point will retain the Security Deposit until the end of the maintenance period with the Regional District of Okanagan Similkameen for municipal services, at which time Reflection Point will return to the Buyer any remaining Security Deposit funds not required to pay for corrections and repairs; *and*
- (m) Where a Letter of Credit has been provided by the Buyer, if title of any Lot is transferred to a new buyer prior to the issuance of a final occupancy permit by the Regional District of

Okanagan Similkameen for the home(s) on the Lot(s), the new buyer will provide a \$10,000.00 cash or letter of credit security deposit to Reflection Point at the time of title transfer to ensure compliance with all items listed in Sections 24 to 30.

26. BUILDING EXTERIOR COMPLETION. The exterior of any building or house will be completed in accordance with plans or designs thereof within one (1) year from the commencement of construction of each new home.
27. MAINTENANCE DURING CONSTRUCTION. The Buyer agrees to maintain each Lot comprising the Property and street frontage in a clean and orderly state and in accordance with the Design Guidelines during construction. The Buyer will make sure that all waste materials are properly disposed of in a timely manner.
28. UNAPPROVED SITE CHANGES. Changes undertaken at the site without the written approval of the Seller or their Design Consultant (the "Design Consultant") may result in part or all of the Security Deposit being retained until compliance with the Design Guidelines is achieved to the satisfaction of the Design Consultant.
29. DESIGN CONSULTANT'S FEE. The Seller has engaged Tynan Designs Ltd. as the design consultant for the Property (the "Design Consultant"). The Buyer will be responsible for a non-refundable fee for design review and approval of the proposed dwelling of \$675.00 plus GST (the "Design Review Fee") per Lot comprising the Property, and is to be paid to the Seller on the Completion Date. The Design Review Fee is subject to change at any time.
30. INSPECTIONS. The Design Review Fee will cover the inspection of the proposed dwelling by the Design Consultant to satisfy the Design Guidelines. If, after obtaining final approval of the proposed dwelling on a Lot, the Buyer submits a new design for the same Lot, a new Design Review Fee will be charged to the Buyer.
31. DEFAULT. If the terms of this Contract to be performed at or before the Completion Date are not carried out in a timely manner by the Buyer, the Seller, if not in default thereunder, may elect (i) to cancel this Contract, with the Seller having the option in addition to his other remedies at law to retain any money paid by the Buyer including any remaining Deposit as liquidated damages, without prejudice to any other legal remedy available to the Seller, OR (ii) to complete the sale at a later date and in the latter event, time will continue to be of the essence and the Buyer will pay to the Seller interest on the entire Purchase Price at the rate of 15% per annum from the original Completion Date until the actual Completion Date and this sale will not be completed until such interest is fully paid.
32. SELLER'S DEFAULT. If the Seller is in default, the Buyer may elect (i) to cancel this Contract and upon such cancellation be entitled to the return of any monies paid hereunder OR (ii) complete the sale at a later date in which event time will continue to be of the essence.
33. AGENCY DISCLOSURE. The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled "*Working With a Real Estate Agent*" or "*Working With A Realtor (Designated Agency)*" and acknowledge and confirm as follows:

(a) The Buyer has an agency relationship with:

Mary Iheme from ReMax Realty Solutions and Dale Kirkland from Homelife Benchmark Titus Realty

(b) The Seller has an agency relationship with:

| |

(c) The Buyer and the Seller have a Limited Dual Agency relationship with:

| |

34. OFFER. This offer, or counter-offer, will be open for acceptance until | | o'clock | | m. on | | , 201| | and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance there will, subject to the conditions precedents specified herein, be a binding Contract of Purchase and Sale on the terms and conditions set forth.

(Witness) per _____
(Buyer) (Print Name)

- 35 ACCEPTANCE. 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 a resident of Canada as defined under the *Income Tax Act* (Canada); (c) agrees to pay a commission as per the Listing Contract.

The Seller's acceptance is dated _____, 201| |.

INFINITY PROPERTIES LTD., as agent for the owners

(Witness) per _____
(Seller) Print Name

SCHEDULE "A"
To Contract of Purchase and Sale

**Reflection Point Joint Venture
Reflection Point
Osoyoos, BC**

<u>Lot</u>	<u>PID #</u>	<u>Deposit</u>	<u>Purchase Price:</u>
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Total Purchase Price: \$

SCHEDULE "B"
To Contract of Purchase and Sale
Plan of the Lot or Lots

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SCHEDULE "C"
To Contract of Purchase and Sale

PERMITTED ENCUMBRANCES

REGISTRATION LIST

DESCRIPTION	REGISTRATION #

SCHEDULE “D”
To Contract of Purchase and Sale

REFLECTION POINT JOINT VENTURE

LETTER OF CREDIT REQUIREMENTS

To be acceptable by Reflection Point Joint Venture, your Letter of Credit **must** contain the following:

1. The beneficiary of the Letter of Credit will be Reflection Point Joint Venture, and the Letter of Credit must be addressed to: Reflection Point Joint Venture, #205 – 6360 202nd Street, Langley BC, V2Y 1N2.
2. If the **Applicant** is not the Buyer named in the Purchase Agreement, the Letter of Credit must be issued as “on behalf of” the Buyer.
3. The purpose for which the Letter of Credit is being established, which in this case will be **SECURITY DEPOSIT FOR DAMAGES AND COMPLIANCE WITH DESIGN GUIDELINES FOR THE REFLECTION POINT DEVELOPMENT IN OSOYOOS, BC.**
4. The amount of the Letter of Credit.
5. The expiry date, which must be at least one (1) year from the date of issue.
6. An automatic extension clause as follows: “It is a condition of this Letter of Credit that it shall be automatically extended for one year periods without amendment from year to year from the present or any future expiration date hereof. Unless at least 30 days prior to the present or any future expiration date, we notify you in writing by courier or registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.”
7. Demand(s) against the Letter of Credit are to be made in writing to (name and address of financial institution where drawings are to be submitted).
8. Partial demands and drawings are permitted.
9. The (name of financial institution) will not inquire as to whether or not Reflection Point Joint Venture has the right to make demand on the Letter of Credit, and shall pay in accordance with the written demand within one business day of receipt of the written demand.

10. The amount of this Letter of Credit may be reduced from time to time only by the amount demanded in writing by you and paid by us or by formal notice in writing given to us by you that you desire such reduction or are willing that it be made.
11. Written demand(s) under this Letter of Credit must state that they are demanded under our irrevocable Letter of Credit number (Letter of Credit number).
12. This Letter of Credit may not be assigned or transferred in any manner.

The Letter of Credit must be written on original financial institution letterhead. **Letters of Credit received that do not follow the format exactly as above will be returned.**

Exhibit I Form V, Unit Entitlement

Strata Property Act

FORM V

SCHEDULE OF UNIT ENTITLEMENT

(Sections 245(a), 246, 264)

Re: Strata Plan EPS2860 (Phase 1), being a strata plan of part of

N/A Lot A, District Lot 2450s, SDYD, Plan EPP51294

Complete and file only the applicable form of schedule.

BARE LAND STRATA PLAN

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

- ☒ (a) a whole number that is the same for all of the strata lots in the strata plan as set out in section 246(6)(a) of the *Strata Property Act*.

OR

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

Signature of Superintendent of Real Estate

Strata Lot No.	Sheet No.	Total Area in m ²	Unit Entitlement	%* of Total Unit Entitlement**
1	1	1320	1	
2	1	889	1	
3	1	855.6	1	
4	1	809	1	
5	1	923.3	1	
6	1	1030	1	
7	1	1190	1	
8	1	1160	1	
Total number of lots: 8			Total unit entitlement: 8	

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

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

Date: July ____, 2015 [month, day, year].

REFLECTION POINT RESORT LTD. *per:*

Signature of Owner Developer – Robert Bontkes

R.A.B. PROPERTIES #2 LTD. *per:*

Signature of Owner Developer – Robert Barker

608960 B.C. LTD. *per:*

Signature of Owner Developer – Joanne Barker

DANIER HOMES INC. *per*:

Signature of Owner Developer – Kees van Rhee

Signature of Owner Developer - PETRA HENRIETTE BONTKES

Signature of Owner Developer - JEFFREY BONTKES

Signature of Owner Developer - ROBERT BONTKES

Signature of Owner Developer - TAKO VAN POPTA

Signature of Owner Developer - DALE ALEXANDER KIRKLAND

Signature of Superintendent of Real Estate (if submitted under section 264 of the Act)

Am. (B.C. Reg. 203/2003).