

Pinecrest Estates Land Use Contract Bylaw No. 102, 1976

Adopted June 26, 1977

IMPORTANT NOTICE

THIS IS AN UNOFFICIAL CONSOLIDATION OF BYLAW NO.102 WHICH HAS BEEN PREPARED FOR CONVENIENCE ONLY.

Although the Squamish-Lillooet Regional District is careful to assure the accuracy of all information presented in this consolidation, you should confirm all information before making any decisions based on it. Information can be confirmed through the SLRD Planning Department.

THIS AGREEMENT made the _____ day of _____, 1976.

ENTITLED:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district incorporated under the laws of the Province of British Columbia, with offices at Pemberton, in the Province of British Columbia;

(hereinafter called the "District")

OF THE FIRST PART

AND:

PINECREST ESTATES LIMITED, a body corporate under the laws of British Columbia, having its registered offices at #600 - 900 West Hastings Street, City of Vancouver, Province aforesaid;

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the District, pursuant to Sections 702A and 798(1) of the "Municipal Act", may, notwithstanding any by-law of the District, upon the application of an owner of land within a development area designated as such by By-law of the District, enter into a Land Use Contract containing such terms and conditions for the use and development of the land as may be mutually agreed upon and thereafter the use and development of that land shall be in accordance with such Land Use Contract;

AND WHEREAS the "Municipal Act" requires that the Regional Board, in exercising the powers given by Section 702A shall have due regard to the considerations set out in Section 702(2) and Section 702A(1) in arriving at the use and development contract and the terms, conditions and considerations thereof;

AND WHEREAS the Developer has presented to the District a scheme of use and development of the within-described lands and premises and has made application to the District to enter into this Land Use Contract under the terms, conditions and for the considerations hereinafter set forth;

AND WHEREAS the Board of the District having given due regard to the considerations set forth in Sections 702(2) and 702A(1) of the "Municipal Act" has agreed to the terms, conditions and considerations herein contained;

AND WHEREAS the Developer acknowledges that it is fully aware of the provisions and limitations of Section 702A of the "Municipal Act" and the District and the Developer mutually acknowledge and agree that the Board of the District cannot enter into this contract except by By-law and until the Board has held a Public Hearing thereon, in the manner prescribed by law and has duly considered the representations made at such hearing, and unless adopted by a vote of the Directors of the District in accordance with Section 778(2) of the "Municipal Act";

AND WHEREAS the Developer is the registered owner of the lands described in Clause 2 hereof;

AND WHEREAS the Developer wishes to create by way of Strata Title development, seventy-five (75) strata lots upon which individual housing units may be constructed by or on behalf of the owners thereof;

AND WHEREAS the Developer wishes to develop the said lands in accordance with the provisions of this Land Use Contract;

NOW THEREFORE this contract witnesseth that in consideration of the premises and the conditions and covenants hereinafter set forth, the District and the Developer covenant and agree as follows:

1. Definition

In this contract unless the context otherwise requires:

"Accessory Building" means a building customarily incidental and subordinate to the principal building on the same site.

"Building Inspector" means the Building Inspector for the District and his duly authorized assistants or such consultants as may be appointed to act for the District.

"Common Area(s)" means all those areas not included within the circular, numbered parcels shown on the Site Plan.

"Private Site(s)" means any or all the circular building sites or lots as shown on the Site Plan.

"Regional Administrator" means the Regional Administrator for the District and his duly authorized assistants.

"Regional Board" means the Regional Board of the District.

"Regional Zoning By-law" means the Zoning By-law of the District applicable to Area "D" of the District and all amendments from time to time made thereto.

"Site" means all areas of land and land covered by water within the boundaries of the lands described in Clause 2 as shown on the Site Plan.

"Site Plan" means the plan attached hereto as Schedule "B".

"Service Area" means the area designated as Service Area on the Site Plan.

"Strata Corporation" shall be construed to mean the strata corporation to be comprised of the owners of the 75 strata lots and which will be created by the deposit of the Strata Plan in the Vancouver Land Registry Office.

"Strata Lot" shall be construed to mean the 75 strata lots or any one of them to be created by the registration of the Strata Plan, and shown on the Site Plan.

"Strata Plan" shall be construed to mean the strata plan which upon deposit will create the strata lots, which shall, subject to the terms and conditions of this contract, be in conformity with the Site Plan.

2. Owner

The Developer is the registered owner of an estate in fee simple in ALL AND SINGULAR that certain parcel or tract of land and premises consisting of 65 acres more or less situate, lying and being in the Vancouver Assessment District and Garibaldi Hospital Improvement District #23 known and described as: that portion lying east of the British Columbia Railway Right-of-Way of: firstly - District Lot 5589, secondly - that part of District Lot 2668 lying westerly of the westerly boundary of District Lot 5627 (Reference Plan 2310).

(hereinafter called the "Land")

3. Consents

The Developer has obtained the consent of all the persons holding any registered interest in the land set forth in a list attached hereto and marked as Schedule "A".

4. Uses and Building Permits

The Land and any and all buildings, structures and improvements erected thereon, thereover or therein shall be used for the purposes specified in Schedule "C" hereto and for no other purposes. A separate building permit will be issued by the District for the two community recreation facilities and any structure erected in the Service Area, as shown on the Site Plan. A separate building permit will be also be issued by the District for each strata lot following registration of the Strata Plan, provided that the

improvements in total for each strata lot will have a surface area of not more than 1,545 square feet and such improvements comply with the Building By-law of the District and all other appropriate building by-laws (but excluding the District's Zoning By-law which Regional Zoning By-law shall not apply to this site) and provided that the on-site work and services have been extended to serve the Strata Lot for which a building permit is requested. No building shall exceed the height limitations set forth in Schedule "D".

5. Restrictions

The strata lots shall be subject to the restrictions set forth in Schedule "E" hereto. They shall also be subject to the regulations of the Strata Corporation as they may be from time to time.

6. Design of Improvements to Strata Lots

The design of each building or structure erected on each strata lot and modifications or renovations to the same shall be subject to the approval of the Developer or the Strata Corporation. The sole responsibility for design approval and control shall vest in the Developer or the Strata Corporation, and the District shall not be bound to enquire as to whether or not any plan for a building or structure on a strata lot has been so approved prior to granting any building permits for the same, and shall not be liable for any failure so to enquire.

7. Sewer System

No building permit contemplated for the improvements mentioned in Clause 4 shall be applied for nor approved unless and until a secondary sewage treatment plant has been designed to serve the site and has been approved pursuant to the regulations of the Pollution Control Branch of the Province of British Columbia, a permit issued therefor and the same constructed and installed within the Service Area prior to the registration of this Land Use Contract in the Land Registry Office.

8. Water System

No building permit contemplated for any improvement mentioned in Clause 4 shall be applied for nor approved until such time as a water system for the Site has been constructed and established pursuant to approval granted by the Minister of Health and the Controller of Water Rights, pursuant to the provisions of Section 21 and 22 of the Health Act of the Province of British Columbia.

9. Fire Prevention Measures

The construction of fire breaks and other measures for the protection of structures and their occupants shall meet the requirements of the National Fire Code and the B.C. Forest Service, but as a minimum shall comprise the provision of a small pumper unit and water barrels.

10. On Site Work and Services

The District and the Developer acknowledge and agree that all utilities including street or area lighting, water, gas, sewer, telephone, electricity and cablevision on the Site are private utilities maintained as part of the common sites and strata lots or otherwise as part of the Site, the responsibility for which remains with the Strata Corporation and the owners from time to time of the strata lots. The On Site Works shall be placed substantially as set out in the description of the On Site Works enumerated in Schedule "G" hereto. All On Site Works shall be to the satisfaction of the Building Inspector based on the terms hereof, such approval not to be unreasonably withheld. The Developer agrees that neither the District nor any Provincial or Federal Department or Agency shall have any obligation to provide any of the utilities referred to in this clause or elsewhere in this contract. It is further expressly understood by the Developer, and the Developer hereby acknowledges and agrees, that the District shall be under no obligation to provide any connection to any regional system for

any or all utilities, and that any utilities installed by the Developer shall be self-contained within the lands.

11. Roads and Other Ways

The access road, driveways, footpaths and trails or other ways shall be located substantially as shown on the Site Plan. The District and the Developer acknowledge and agree that the access road, driveways, footpaths and trails or other ways are all private ways contained as part of the common sites and the responsibility for which remains with the Strata Corporation and the owners from time to time of the strata lots. These private ways shall be installed substantially in the location provided for in Schedule "B". It is expressly understood by the Developer and the Developer hereby acknowledges and agrees that the District shall be under no obligation to provide, improve, or maintain any road or roads to connect the said lands with any road now in existence or with any road or roads which may be developed by the District in the future, and that if any such connecting road or roads are hereafter requested by the Developer or the Strata Corporation, the same shall pay all costs of installing and maintaining any such road or roads.

12. Development of Common Areas

The common areas will be developed in four stages, particulars of which are set forth in Schedule "F" hereto.

13. Private Sites - Preparation for Building

The private sites after all utilities are provided therefor shall be developed for building purposes by the Developer in four stages to coincide with the staged development of the common sites in accordance with the legend shown on the Site Plan.

14. Completion of Staged Development

The development in stages of the common areas and private sites shall be commenced within twelve months of registration of this Land Use Contract in the Land Registry office and shall be carried on continuously thereafter.

15. Subdivision by Strata Plan

The lands shall be subdivided under the Strata Titles Act

substantially in compliance with and according to the plan attached as Schedule "B" hereto, forthwith upon the execution and registration by the District of this contract.

16. Garbage Facilities

Garbage collection and removal facilities for the Site and for each strata lot shall be the sole responsibility of the Strata Corporation.

17. Siting of Improvements to Strata Lots

The siting regulations of the District's applicable Zoning By-law shall not apply to improvements constructed on strata lots.

18. Indemnity for Subsequent Works

The Developer hereby covenants and agrees that any costs or expenses incurred by the District in respect of providing any services or maintaining or repairing any services provided by the Developer, or any steps that the District is obliged or forced to take to provide services or roads to the Lands shall be paid by the Developer or Strata Corporation or upon default shall be added to and collectible as taxes against the lands or any constituent parts thereof including any strata lots in accordance with the provisions of Section 377 of the "Municipal Act".

19. Inspection by Building Inspector

Notwithstanding that the services are private, the Building Inspector shall have the right, but not the obligation, from time to time to enter upon the lands and strata lots for the purpose of inspecting the installation of all services and connections to individual strata lots which service connections must comply with the applicable regional by-laws. The Building Inspector shall be entitled to charge and receive the fees of the District for inspections and approvals.

20. Prospectus

The Developer shall prepare a form of prospectus (herein called the "Prospectus") satisfactory to the Regional Administrator, whether required by the Real Estate Act of B.C. or not, which shall incorporate the following:

- (a) a description of the development;
- (b) a summary of the provisions of this Land Use Contract; and
- (c) a description of the procedure to be followed by each owner of a strata lot in order to obtain a building permit for the Site.

The Developer agrees that at or before the time the Purchaser enters into an agreement to purchase a strata lot he will deliver to each Purchaser a true copy of the Prospectus and will afford that Purchaser the right to read the Prospectus.

21. Payments by Developer

The Developer agrees, prior to registration of this Land Use Contract:

- (a) to pay all current taxes levied or to be levied on the said lands on the basis and in accordance with the assessment and collector's roll.
- (b) to pay to the District all its inspection, administration, engineering and legal fees occasioned by the District in connection with this Land Use Contract within 15 days after invoice by the District.

22. Indemnity by Developer

The Developer covenants to save harmless and indemnify the District, its officers, employees and/or agents against:

- (a) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the execution of this Land Use Contract; and
- (b) all expenses and costs which may be incurred by reason of the execution of the said works on the said lands resulting in damage to any property owned in whole or in part by the District or which the District by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain.

23. The District's Covenant for Development

The District hereby covenants and agrees with the Developer to permit the Developer to proceed with the development herein contemplated on the said Lands, to approve a Strata Plan as the same is defined by Clause 1 hereof and to issue building permits for each of the strata lots subject to the terms and conditions in this Land Use Contract contained.

24. No Other Terms

It is understood and agreed that the District has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise), with the Developer other than those in this contract.

25. Restrictive Covenant

This contract shall have the force and effect of a restrictive covenant running with the lands and shall be registered in the Land Registry Office by the District pursuant to the provisions of Section 702A(4) of the "Municipal Act".

26. Gender

Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the contract or the parties so require.

27. Schedules Part of Contract

Schedules "A" to "G" hereinbefore referred to are hereby incorporated into and made part of this contract.

28. Compliance with By-laws

Except as permitted by this contract, the within works and the development herein shall comply with all the by-laws of the District.

29. Non-Assignability

The Developer may not assign this contract without the written consent of the District first had and obtained, such consent not to be unreasonably withheld. The Developer shall forthwith notify the District of any modifications or amend-

ments to the Trust Agreement.

30. Binding Effect

This contract shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

A Public Hearing on this Agreement was held on the day of _____, 1976.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement this _____ day of _____, 1976.

The Corporate Seal of the SQUAMISH-LILLOOET REGIONAL DISTRICT was hereunto affixed in the presence of:

[Signature]
Vice-Chairman
[Signature]
Administrator

The Corporate Seal of PINECREST ESTATES LIMITED was hereunto affixed in the presence of:

[Signature]
President
[Signature]
~~Secretary~~
Vice-President

SCHEDULE "A"

SCHEDULE OF PERSONS HOLDING ANY REGISTERED INTEREST IN THE LAND
AFFECTED AND WHOSE CONSENTS ARE REQUIRED.

FULL NAME

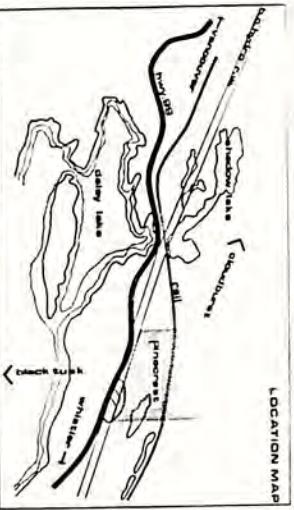
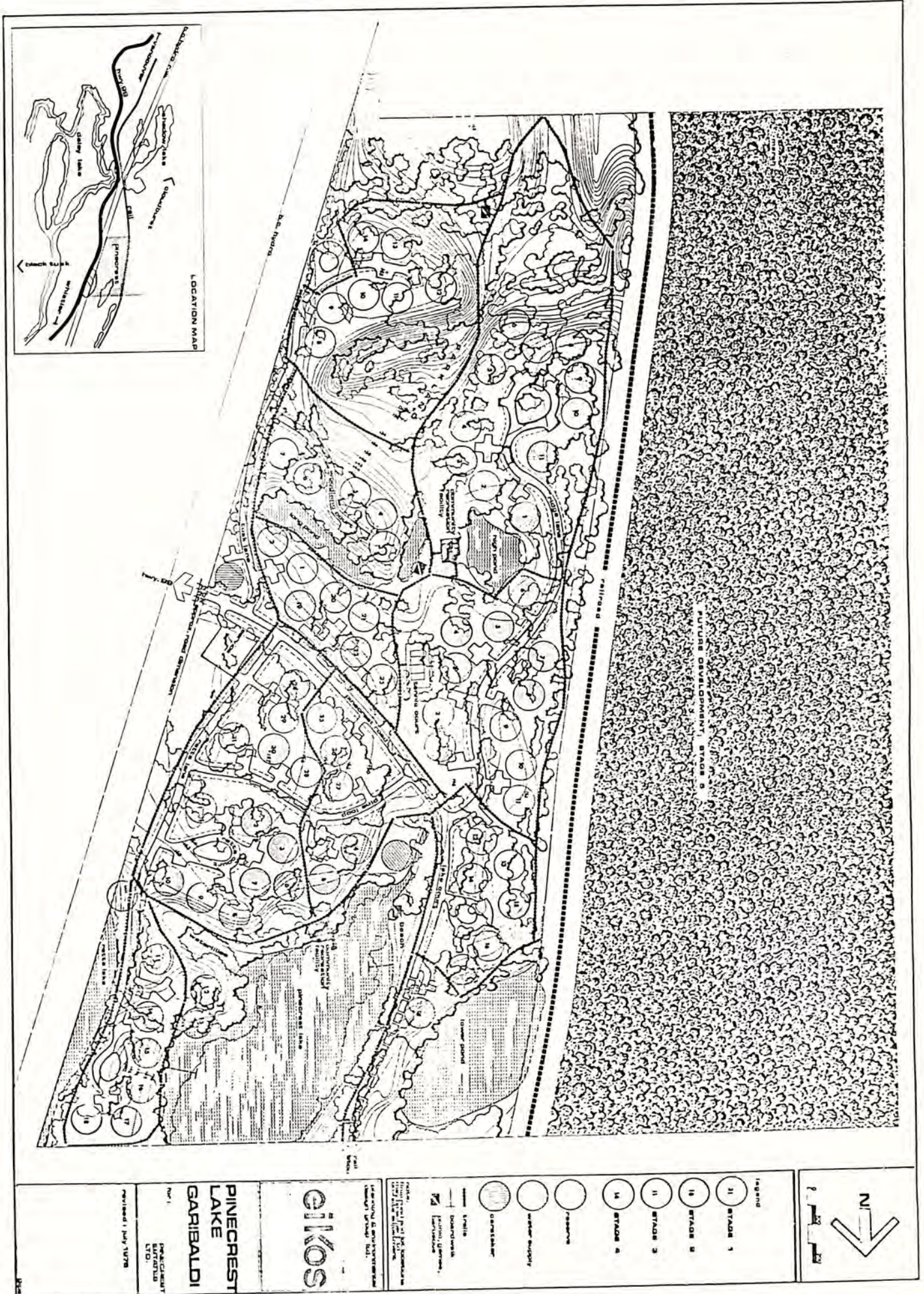
ADDRESS

OCCUPATION

NATURE OF CHARGE

SCHEDULE "P"

SITE PLAN



- LEGEND
- 11 STAGE 1
 - 12 STAGE 2
 - 13 STAGE 3
 - 14 STAGE 4

15 TRAILS
 16 UNDERPASS
 17 FUTURE DEVELOPMENT
 18 GARIBALDI
 19 PINECREST LAKE
 20 FUTURE DEVELOPMENT, STAGE 5

eikos

PINECREST LAKE GARIBALDI

PREPARED BY
 EIKOS CONSULTANTS LTD.
 1000 WEST 10TH AVENUE
 CALGARY, ALBERTA T2P 0K1
 CANADA
 PHONE: (403) 243-1111
 FAX: (403) 243-1112
 REVISED 1 JULY 1978

SCHEDULE "C"

SCHEDULE OF PERMITTED LAND USE

1. Strata Lots

One (1) single-family dwelling inclusive of the following uses:

- (a) home craft, occupation or business subject to the regulations contained in Section 2.8.0. (d) of the Squamish-Lillooet Regional District By-Law number 72, 1975;
- (b) the keeping of not more than two (2) boarders or lodgers;
- (c) the uses customarily incidental to any of the above uses.

2. Common Areas

- (a) private parkland or open space.
- (b) roadways, trails, pathways.
- (c) lakes and ponds
- (d) recreational buildings
- (e) utility and service corridors

3. Service Area

Permitted use of land is restricted to workshops for welding, machine and parts manufacturing and repairing, storage of buildings supplies and materials and the repair and maintenance of all equipment necessary for the maintenance and installation of private utilities on the said lands and ancillary parking for residents and guests.

SCHEDULE "D"

Site Coverage

Strata Lots 4,415.62 square feet.

Height Limitations:

Strata Lots - In no event shall a building in the Land exceed 25 feet in height.

Height shall mean vertical distance measured in a straight line. For calculation purposes, height shall be measured from the curb level provided, however, when a structure is situate on ground above or below curb level, height shall be measured from the highest elevation of the finished grade of the site along any side of such structure, and, further, the point to which height shall be measured shall be as follows:

Flat Roof Buildings - to the highest point of the building unless otherwise specifically provided.

Pitched Roof Buildings, with Ceilings - to the mean height line between the highest point of the building and the ceiling immediately below.

Pitched Roof Building, without Ceilings - to the mean height line between the highest point of the building and a point eight (8) feet above the floor immediately below.

All other structures - to the highest point of such structure.

The overall site coverage for all buildings shall not be in excess of 35% of the gross area of the Lands.

SCHEDULE "F"

The following restrictions shall apply to the strata lots:

- (a) No more than one residential building shall be erected upon any strata lot
- (b) No signs shall be erected upon any strata lot except to identify the same or being for sale until sold and except such signs as shall identify the various strata lots by street address or otherwise.
- (c) No wrecked, derelict or abandoned motor vehicle or trailer, engine frame, chassis, body, box or van unit thereof shall be kept, stored, or parked except within a building on any strata lot or within a designated portion of the Common Area.
- (d) No wrecked, derelict or abandoned boat or vessel, or part thereof, shall be kept, stored or parked except within a building on any strata lot or within a designated portion of the Common Area.
- (e) No horse shall be kept or accommodated on any strata lot.
- (f) No commercial vehicle, equipment or trailer which exceeds a gross weight of 5,000 pounds shall be parked or stored on any strata lot or on the Common Areas between the hours of ten o'clock p.m. and eight o'clock a.m.
- (g) No temporary dwelling or temporary building shall be constructed or erected on any strata lot.
- (h) No dwelling shall be erected on any strata lot unless provision is made in the design and construction of such dwelling for a parking area on the lot for not less than two motor vehicles or for a garage or carport (either attached or detached) for housing not less than two (2) motor vehicles and proper access to the road system of the development.
- (i) No other accessory buildings shall be erected on any strata lot.

SECTION "F"

STAGE I

- (a) Improvement of beach on Pinecrest Lake;
- (b) Construction of floats and boardwalks at various areas of Pinecrest Lake;
- (c) Provision of picnic tables and benches;
- (d) Erection of large barbeque near the main beach on Pinecrest Lake;
- (e) Creation of horseshoe pitching areas and related facilities near recreational areas;
- (f) Construction of nature trails including log benches at regular intervals;
- (g) Clearance of debris from the upper pond located on the property and natural landscaping.

STAGE II

- (a) Natural landscaping of upper pond for picnic and recreational use;
- (b) Construction of a community recreation building of approximately 1,200 square feet including a kitchen, storage area, washrooms, game area and lounge;
- (c) Construction of a sundeck adjacent to the community recreation building and construction of additional outdoor benches and tables;
- (d) Additional construction of floats and boardwalks, including dock facilities for non-motorized boats;
- (e) Construction of additional nature trails including log benches at regular intervals;
- (f) Construction of one tennis court.

STAGE III

- (a) Further landscaping of the upper pond and provision of benches;
- (b) Natural landscaping around the community recreation building;
- (c) Construction of additional nature trails including log benches at regular intervals;
- (d) Provision for non-motorized boat access to available coves;
- (e) Clearance of debris from major coves and adjacent ponds;
- (f) Construction of an additional barbeque near the recreation building.

STAGE IV

- (a) Removal of logs and debris from the lower pond situated on the property without detracting from the natural environment;
- (b) Construction of a small shelter at the railroad stop on the property;
- (c) Clearance of debris from the long pond situated on the property;
- (d) Construction of additional paths, including log benches at regular intervals;
- (e) Construction of a woodland barbeque near the long pond, including benches, tables and other natural recreation amenities;
- (f) Development of one-quarter to one-half acre open area for sports and games.

SCHEDULE "G"

(ON-SITE WORKS)

All on-site works listed hereunder will be constructed to the satisfaction of the District's Building Inspector and located approximately as indicated on the Site Plan.

- (a) Access Road, driveways and trails;
- (b) Water mains and services to be contained in driveway allowance with intake as shown on Site Plan;
- (c) Sanitary sewers and services to be contained in service area and in driveway allowance;
- (d) Hydro, telephone to be contained in driveway allowance;
- (e) Landscaping.

The services provided herein are those within the Common Lot; all future house connections shall be the responsibility of the individual purchasers at the Building Permit application stage.

SERVICES:

The Developer shall provide each lot with driveway access, sanitary sewer, water service, hydro and telephone.

2nd Draft November 2, 1976.

BETWEEN:

SQUAMISH-LILLOOET
REGIONAL DISTRICT

AND:

PINECREST ESTATES LIMITED

LAND USE CONTRACT

Bruce E. Knutson, Esq.,
#217 - 2438 Marine Drive
West Vancouver, B.C.