

DISCLOSURE STATEMENT

REAL ESTATE ACT OF BRITISH COLUMBIA

HORSTMAN ESTATES
WHISTLER, BRITISH COLUMBIA

August 1, 1989

DESCRIPTION OF
DEVELOPER:

Name:	Blackcomb Skiing Enterprises Ltd.
Registered Office:	26th Floor, 700 West Georgia Street Vancouver, British Columbia V7Y 1B3
Address for Service and Mailing Address:	Sixth Floor, 1111 West Hastings Street Vancouver, British Columbia V6E 2J3

AGENT OF
DEVELOPER:

The Developer does not presently intend to utilize the service of a real estate agent but may do so in future.

DISCLAIMER:

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

1. LEGAL DESCRIPTION AND LOCATION OF THE DEVELOPMENT

The lots offered for sale by Blackcomb Skiing Enterprises Ltd. (the "Developer") pursuant to this Disclosure Statement are 33 residential bare land strata building lots (the "Lots") at Whistler, British Columbia in a development known as Horstman Estates, to be situated on the lands (the "Lands") shown as Lot 32 on the proposed subdivision plan attached as Exhibit A to this Disclosure Statement. The Lands are to be subdivided from the lands presently legally described as follows:

Resort Municipality of Whistler

Firstly: Parcel Identifier 008-049-556
District Lot 3903

Except Part in Plans 19506, 20511, 21332, 21364, 21391,
21497, 21500, 21501, 21573, 21585, 21816, 21892, 21910,
21960, 22328, 22329, 22330 and Reference Plan 19117

("District Lot 3903")

Secondly: Parcel Identifier 003-182-886
District Lot 4214

("District Lot 4214").

The Lots will be created by the deposit of a strata plan in respect thereof in the Vancouver Land Title Office. A draft of the proposed strata plan is attached as Exhibit B to this Disclosure Statement. Following the registration of the final strata plan, it is expected that the Lots will be legally described as follows:

Resort Municipality of Whistler

Strata Lots 1 to 33

District Lots 3903 and 4214

Strata Plan Vr. _____

together with an interest in the common property in proportion to the unit entitlement of the Strata Lots as shown on Form 1.

The plan number for the strata plan will be assigned upon the deposit of the final strata plan in the Vancouver Land Title Office.

2. THE LOTS

2.01 (a) General Description of the Development

Horstman Estates will consist of 33 residential bare land strata lots (the "Development") situated on approximately 14.75 acres of land on the middle bench along the lower reaches of Blackcomb Mountain. The dimensions, lot lines and locations of the proposed Lots are set out in the reduced copy of the proposed strata plan attached as Exhibit B to this Disclosure Statement.

Each of the Lots will be owned individually, together with a proportionate share in the common property (the "Common

Property"), including any common facilities and other assets of the strata corporation, which the owners of the Lots will own as tenants in common.

(b) Common Property within the Development

The Common Property of the Development will consist solely of roads providing access to the Lots in the Development and some landscaped buffer areas. The proposed strata plan attached as Exhibit B to this Disclosure Statement shows the approximate location of the roads. Schedule E to the Section 215 Covenant referred to in subsection 2.02(f) shows the approximate location of the landscaped areas. The Developer will be responsible to complete the landscaped buffer areas as required by Resort Municipality of Whistler. Completion of the landscaping on the Common Property will occur by no later than October 31, 1990. No other Common Property will be provided by the Developer.

(c) Parking

The owner of each Lot will be responsible for the siting of any off-road parking areas within his Lot in connection with the development of his Lot in compliance with the parking provisions contained in the Land Use Contract (as defined in subsection 2.02(a)) and the Design Guidelines referred to in subsection 2.02(f). A minimum of three parking spaces are required for each Lot unless the building constructed on the Lot is less than 2,500 square feet in size in which case two parking spaces are required. In either case two parking spaces must be covered within a building constructed thereon. If a suite is built within the building as permitted by the Land Use Contract and the applicable zoning bylaw, then an additional two parking spaces are required unless otherwise permitted by Resort Municipality of Whistler.

(d) Unit Entitlement

The unit entitlement of each Lot is a figure indicating its share in the Common Property and assets of the Development and by which its contribution to expenses incurred in respect of the Common Property is determined. A schedule of the proposed unit entitlement for the Lots, which is as set out in Form 1 of the Condominium Act, is attached as part of Exhibit C to this Disclosure Statement. The proposed unit entitlement for each of the Lots is the same. This is a common formula utilized in the case of bare land strata lots.

(e) Interest Upon Destruction

The interest upon destruction of each Lot is the figure indicating its share of the Development upon destruction or other termination. Interest upon destruction is based on the estimated market value of the Lots. A schedule of the interest upon

destruction for the Lots, which is as set out in Form 2 of the Condominium Act, is attached as part of Exhibit C.

(f) Voting

Each Lot within the Development will have one vote in the strata corporation.

(g) Access and Road Commencement and Completion

Access to the subdivision in which the Lots will be located will be off Painted Cliff Road, Whistler, British Columbia. The roads shown on the proposed strata plan attached as Exhibit B will all be paved. Construction of such roads commenced on April 15, 1989 and the estimated completion date is August 31, 1989.

2.02 Zoning and Development Approval

- (a) That portion of the Lands located within District Lot 3903 is subject to the Land Use Contract (the "Land Use Contract") more particularly described in paragraph 3.01(b)(ii). The Land Use Contract sets out the process for development of that portion of the Lands and the permitted uses applicable thereto which include single family residential.
- (b) That portion of the Lands located within District Lot 4214 (the "4214 Portion") is not subject to the Land Use Contract. Pursuant to an agreement dated May 1, 1979 and made between the Developer and Resort Municipality of Whistler, the Developer is entitled to have District Lot 4214 rezoned in a manner which is compatible with the Land Use Contract. The Developer is presently finalizing a rezoning of the 4214 Portion as entitled. Third reading (which followed the required public hearing in respect of such bylaw) of Resort Municipality of Whistler Zoning Amendment Bylaw 742,1989 rezoning the 4214 Portion to permit the Development was passed by Resort Municipality of Whistler Municipal Council on May 8, 1989. Fourth reading and final adoption of the zoning and amendment bylaw is considered to be a formality and is expected to occur shortly.
- (c) Approval of the Development was given by Resort Municipality of Whistler on February 27, 1989 by the approval of the Developer's technical concept plan for the Development.
- (d) Neither a development permit nor a building permit is required for the road construction in respect of the Lots or the installation of utilities to the lot line of the Lots by the Developer.
- (e) The Developer will comply with all building restrictions, zoning regulations and other restrictions governing the use and development of the Development.
- (f) Construction of any improvements made on the Lots by or on behalf of the owners of Lots will be subject to the Land Use Contract and

zoning applicable to the Lands, as applicable, and the requirements of Resort Municipality of Whistler. The Section 215 Land Title Act Covenant to be registered against the title to the Lands prior to the completion of the sale of any Lot will contain restrictions applicable to construction on the Lots with respect to the establishment of footprint envelopes, building height, density, set back, design, construction materials, landscaping, finishing and other items. A copy of the proposed form of Section 215 Covenant is attached hereto as Exhibit D. The final form of the Section 215 Covenant may vary from the form attached but such variance is not expected to be material. Prospective purchasers should carefully review the proposed Section 215 Covenant and in particular the Design Guidelines and the density and height restrictions attached thereto in order to become fully familiar with the building restrictions applicable to the Lots.

- (g) The Developer will be responsible for revegetating a six metre buffer zone along the front of each Lot that has had a house completed on it by October 1, 1994 and maintaining such landscaped buffer zone for a period of one year thereafter. The buffer zone revegetation on each such Lot will be completed by the Developer as soon as weather permits after the owner of a Lot has completed construction of a dwelling on such Lot.

2.03 Flooding Dangers

The Developer is not aware of any dangers connected with the Development in respect of flooding or drainage hazards.

2.04 Condition of Soil and Subsoil

The Developer is not aware of any dangers connected with the Development in respect of the condition of the soil or subsoil.

2.05 Utilities and Other Services

- (a) Road access to the Lots will be by paved road as described in subsection 2.01(g) above.
- (b) The Developer will provide telephone, electricity, water and sewer services to the lot lines of each Lot. Propane service will be made available to the Lots by ICG Propane Ltd. Hookup to the services will be the responsibility of each Lot owner.
- (c) In accordance with the policy of the Resort Municipality of Whistler, collection points to which owners of Lots are required to deposit all garbage are provided by the Resort Municipality of Whistler, the closest point being approximately three kilometres from the Development. As of the date of this Disclosure Statement, there is no provision for the pick-up of garbage and waste materials from the Lots.

3. TITLE TO THE DEVELOPMENT

3.01 State of Title

(a) Registered Owner

W.L.C. Developments Ltd.
2000 - 700 West Georgia Street
Vancouver, British Columbia
V7Y 1A8

(the "Owner")

The Developer has an option to acquire the Lands from the Owner. Prior to the completion of a sale to any purchaser, the Developer will exercise its option to acquire the Lands. On completion of the sale to any purchaser, the Developer may direct the Owner to transfer title to a Lot directly into the name of the purchaser rather than transferring title to the Developer and thereafter to the purchaser. Notwithstanding that title to a Lot may be transferred by the Owner directly to a purchaser, the Owner will not have any liability or responsibility whatsoever to any purchaser and without limitation, each purchaser will acknowledge that there is no contractual relationship with the Owner.

(b) Encumbrances Registered Against Title

The following encumbrances are currently registered and affect title to the Lands:

- (i) DF G87899 - Notice that the Lands are subject to Sections 14 to 22 of the Resort Municipality of Whistler Act and the Bylaws of the Whistler Resort Association filed under the Societies Act;
- (ii) G2520, modified by GB77455 - Land Use Contract in favour of the Resort Municipality of Whistler governing inter alia, the use and development of the Lands;
- (iii) H95618, modified and extended by GB77467 - Profit à Prendre in favour of the Developer (this encumbrance will be released once title to the Lands is transferred to the Developer);
- (iv) P11920 - Reservation in favour of the Province of British Columbia of certain rights as set out in the original Crown grant of the Lands;
- (v) R20673, modified and extended by GB77465 - Option to Purchase in favour of the Developer (this encumbrance will be released once title to the Lands is transferred to the Developer);
- (vi) R20674, modified and extended by GB77466 - Right of First Refusal in favour of the Developer (this encumbrance will be released once title to the Lands is transferred to the Developer);

- (vii) R20675 - Mortgage of Option to Purchase R20673, Right of First Refusal R20674, and Profit à Prendre H95618 in favour of The Royal Bank of Canada pursuant to a Debenture executed March 10, 1987; and
 - (viii) R20676 - Mortgage of Option to Purchase R20673, Right of First Refusal R20674, and Profit à Prendre H95618 in favour of Royal Trust Corporation of Canada pursuant to a Trust Deed executed March 10, 1987.
- (c) Encumbrances to be Discharged

Mortgage R20675 in favour of The Royal Bank of Canada described in paragraph 3.01(b)(vii) and Mortgage R20676 in favour of Royal Trust Corporation of Canada described in paragraph 3.01(b)(viii) will be partially discharged upon the completion of the sale of any Lot. The Royal Bank of Canada and Royal Trust Corporation of Canada have agreed in writing to provide the Developer with a partial discharge of such Mortgages upon payment by the Developer to The Royal Bank of Canada of an amount equal to \$9,000 for each Lot.

3.02

Proposed Encumbrances and Covenants

The following additional encumbrances may be registered by the Developer against the title to the Lots or the Common Property:

- (a) the Section 215 Land Title Act Covenant more particularly described in subsection 2.02(f);
- (b) a Statutory Right of Way for the purpose of a ski lift over portions of Lots 5, 6, 25 and 26 and the Common Property approximately as shown on the plan attached hereto as Exhibit E;
- (c) a Statutory Right of Way for the purpose of a watermain, sanitary sewer and drainage over portions of Lots 1, 15, 16, 29, 30 and 33 and the Common Property approximately as shown on the plan attached hereto as Exhibit E;
- (d) an easement in favour of the strata corporation for the purpose of sanitary sewer and drainage lines over portions of Lots 1 to 15 approximately as shown on the plan attached hereto as Exhibit E;
- (e) an easement for the purposes of a ski trail for the benefit of the strata corporation over portions of Lots 15, 16, 25 and 26 approximately as shown on the plan attached hereto as Exhibit E; and
- (f) Statutory Rights of Way to the extent required by British Columbia Hydro and Power Authority and British Columbia Telephone Company for electricity and telephone service.

3.03 Litigation

There is no outstanding or contingent litigation or liability in respect of the Lots or against the Developer which may affect the Lots.

4. EXPENSES AND INSURANCE

4.01 Deposit

All deposits and other money received from purchasers of the Lots shall be held in trust in the manner required by the Real Estate Act until such time as:

(a) the strata plan in respect of the Development is deposited in the Vancouver Land Title Office; and

(b) an instrument evidencing the interest of the purchaser in the Lot has been filed for registration in the Vancouver Land Title Office.

4.02 Expenses

(a) Each Lot owner is responsible for real property taxes for his Lot. Property taxes are levied by and payable to Resort Municipality of Whistler.

(b) With the exception of those utilities listed in subsection 4.02(c) below, all utilities will be separately metered or assessed to each Lot and will be the responsibility of each Lot owner.

(c) The following utilities are paid by the strata corporation and the cost will be prorated to the owners of the Lots and included in the monthly assessments: street lighting for the Common Property.

(d) Each Lot owner is responsible for paying dues to Whistler Resort Association in respect of his Lot.

(e) An estimated budget of operating expenses for a typical full year of the strata corporation is attached as part of Exhibit F to this Disclosure Statement. Exhibit F also sets out the estimated monthly assessment for each of the Lots within the Development.

4.03 Insurance

(a) The strata corporation will initially carry not less than \$2,000,000 general liability insurance in respect of the Common Property of the Development.

(b) Each purchaser will be responsible for insurance of any buildings and personal property on his individual Lot after the transfer of the Lot from the Developer is complete.

5. MISCELLANEOUS

5.01 Purchase Agreement

Attached as Exhibit G is the form of Purchase Agreement which the Developer intends to use in connection with the sale of the Lots unless otherwise agreed between the Developer and any purchaser.

5.02 Rental Disclosure

Under section 31 of the Condominium Act, the Developer must disclose to any purchaser the intention to lease Lots in order to ensure that such Lots may be leased by the Developer in the future. A rental disclosure statement in respect of all Lots within the Development will be filed with the Superintendent of Real Estate by the Developer concurrently with the filing of this Disclosure Statement. A copy of the rental disclosure statement is attached as Exhibit H to this Disclosure Statement.

5.03 Bylaws

The proposed bylaws of the strata corporation are those contained in Part 5 of the Condominium Act.

5.04 Management Contract

The Developer does not intend to enter into a management agreement on behalf of the strata corporation prior to the sale of any Lots.

5.05 Other Contracts Affecting the Development

The Developer does not propose to enter into any other contracts on behalf of the strata corporation in respect of the Development at this time.

CAUTION

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

- (a) in the case of a corporation, to a fine of not more than \$100,000; and
- (b) in the case of an individual, to either a fine of not more than \$100,000 or to imprisonment for not more than five years less one day.

DECLARATION

The foregoing declarations constitute full, true and plain disclosure of all material facts relating to the Lots referred to above, proposed to be sold, as required by the Real Estate Act of the Province of British Columbia as of the 1st day of August, 1989.

DEVELOPER

Blackcomb Skiing Enterprises Ltd.

Per: _____

C/S

Directors of the Developer



HUGH SMYTHE



JOSEPH HOUSSIAN

DEREK DOUGLAS

SAUNDER SHEININ

FRED WRIGHT

GORDON MACDOUGALL



W. ANTHONY GRIEVE



RICHARD BELL

RIGHT OF RESCISSION

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

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

- (a) the agent at the address, if any, shown on the face of this Disclosure Statement;

- (b) the agent at his office or place of business where the contract was made; or
- (c) the Developer at his address inside or outside the Province where no agent is acting on his behalf.

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

SOLICITOR'S CERTIFICATE

IN THE MATTER OF the Real)
Estate Act and the Disclosure)
Statement for property legally)
described as a portion of Resort)
Municipality of Whistler, District)
Lots 3903 and 4214)

I, Keith Burrell, Solicitor, a member of the Law Society of British Columbia, HEREBY CERTIFY that I have read over the above-described Disclosure Statement dated August 1, 1989 and have reviewed same with the Developer therein named, and that the facts contained in sections 1 and 3.01 of the Disclosure Statement are correct.

DATED at Vancouver, British Columbia, this ____ day of August, 1989.


KEITH BURRELL

IN THE MATTER OF the Real)
Estate Act and the Disclosure)
Statement for property legally)
described as a portion of Resort)
Municipality of Whistler, District)
Lots 3903 and 4214)

I, Joseph Houssian, of West Vancouver, British Columbia, do solemnly declare:

1. THAT I am a director of Blackcomb Skiing Enterprises Ltd., the Developer referred to in the above-described Disclosure Statement dated August 1, 1989.
2. THAT every matter of fact stated in the said Disclosure Statement is true.
3. THAT a true copy of the Disclosure Statement will be delivered to each prospective purchaser or lessee.
4. AND I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

SWORN BEFORE ME at Vancouver,)
Province of British Columbia,)
this 2nd day of August,)
1989.)


A Commissioner for taking Affi-)
davits for British Columbia)


Joseph Houssian

EXHIBIT B

First Sheet - Sheet 1 of 11 Sheets.

BARE LAND STRATA PLAN OF
 LOT 32, D.L.s 3903 & 4214
 PLAN _____, GP. 1, N.W.D.

V.R.

Resort Municipality of Whistler
 B.C.G.S. 92J.006

Strata Plan _____ deposited and
 registered in the Land Title Office at
 Vancouver, B.C. this day of
 198

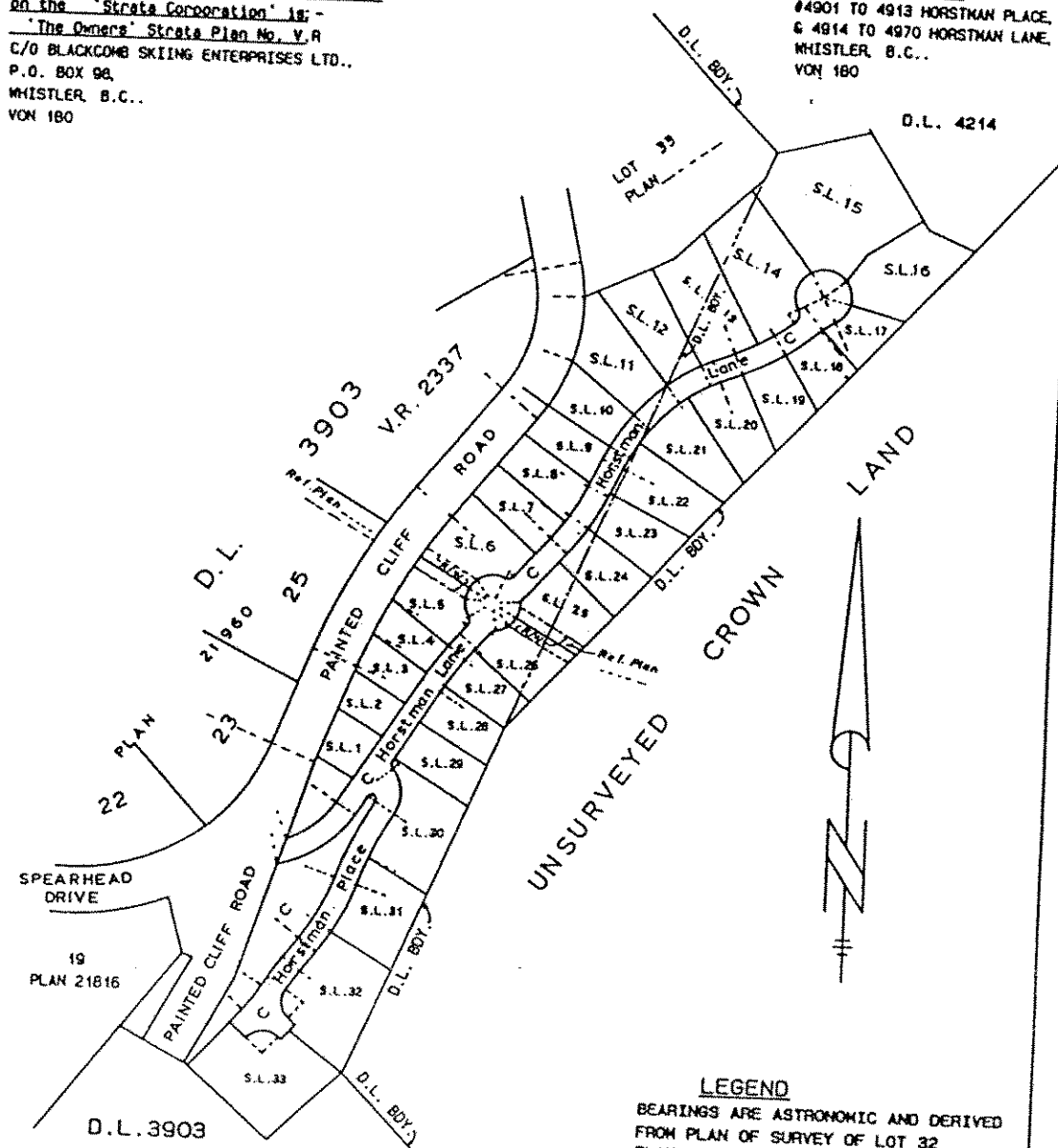
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Registrar

The Address for the Service of Documents
 on the 'Strata Corporation' is:-
 'The Owners' Strata Plan No. V.R.
 C/O BLACKCOMB SKIING ENTERPRISES LTD.,
 P.O. BOX 98,
 WHISTLER B.C.,
 V0N 1B0

Civic Address is:-
 #4901 TO 4913 HORSTMAN PLACE,
 & 4914 TO 4970 HORSTMAN LANE,
 WHISTLER B.C.,
 V0N 1B0



LEGEND

- BEARINGS ARE ASTRONOMIC AND DERIVED FROM PLAN OF SURVEY OF LOT 32
- PLAN _____
- OLD IRON POSTS FOUND SHOWN - ● OIP
- IRON POSTS SET SHOWN - ● IP
- S.L. - STRATA LOT
- ha. - HECTARES.
- C - COMMON PROPERTY

THIS PLAN LIES WITHIN THE
 'SQUAMISH-LILLOOET' REGIONAL DISTRICT

I, G.A. McDougall, a British Columbia Land Surveyor of Whistler in British Columbia certify that I was present at, and did personally superintend the survey represented by this plan and that the survey and plan are correct. The survey was completed on the 10th Day of June, 1989.

G.A. McDougall
 B.C.L.S.

HERMON, BUNBURY & OKE,
 PROFESSIONAL LAND SURVEYORS
 VANCOUVER AND WHISTLER, B.C.

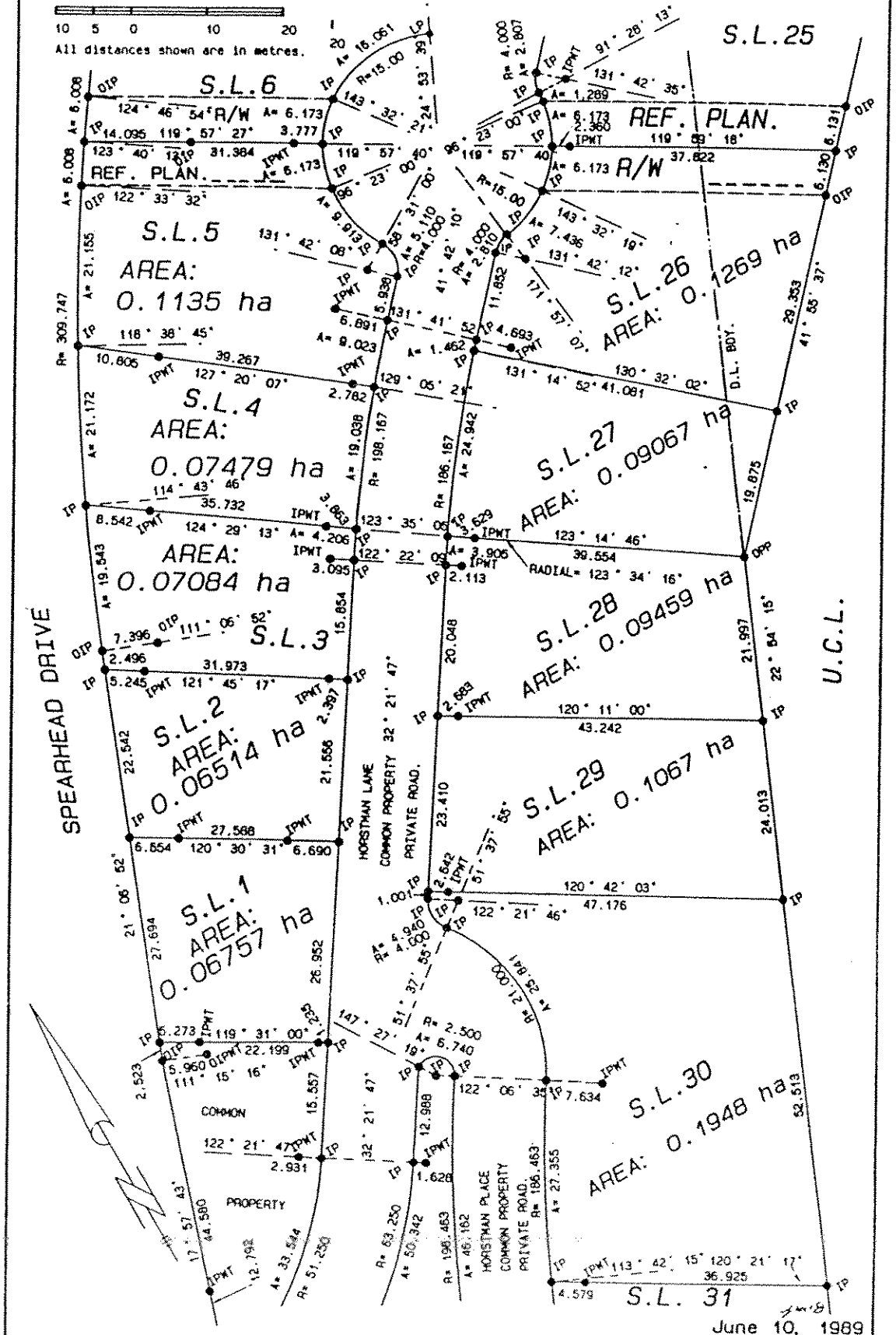
V.R.

STRATA LOTS: 1 TO 5 & 26 TO 30.

SCALE 1:500 (METRIC)



All distances shown are in metres.



June 10, 1989

S-4942-5

STRATA PLAN

V.R.

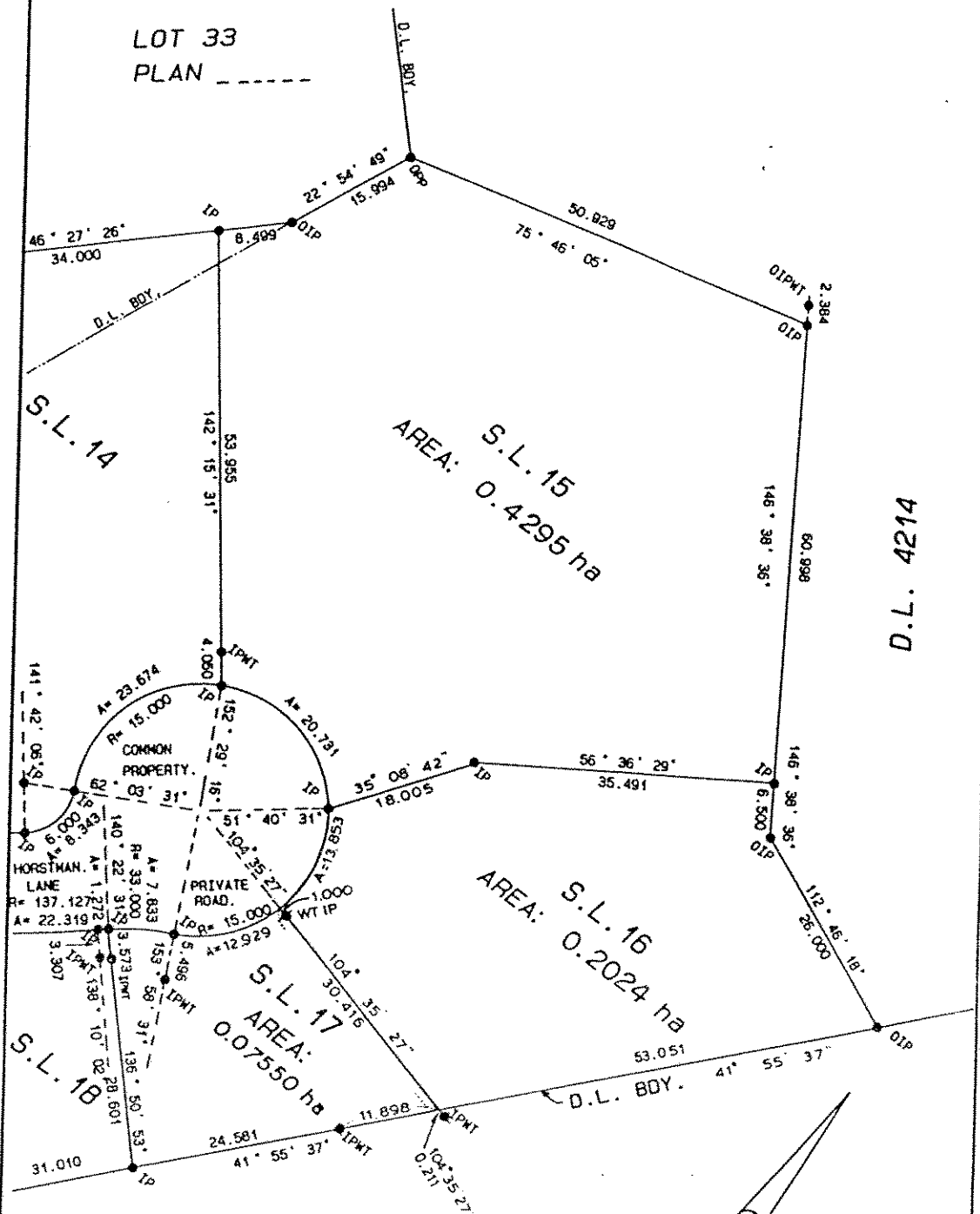
STRATA LOTS: 15 TO 17

SCALE 1:500 (METRIC)

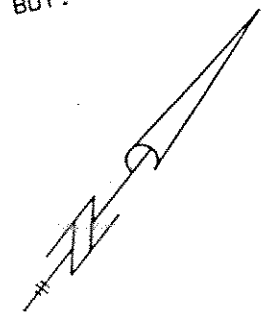


All distances shown are in metres.

LOT 33
PLAN -----



U.C.L.



June 10, 1989

S-4942-9

STRATA PLAN

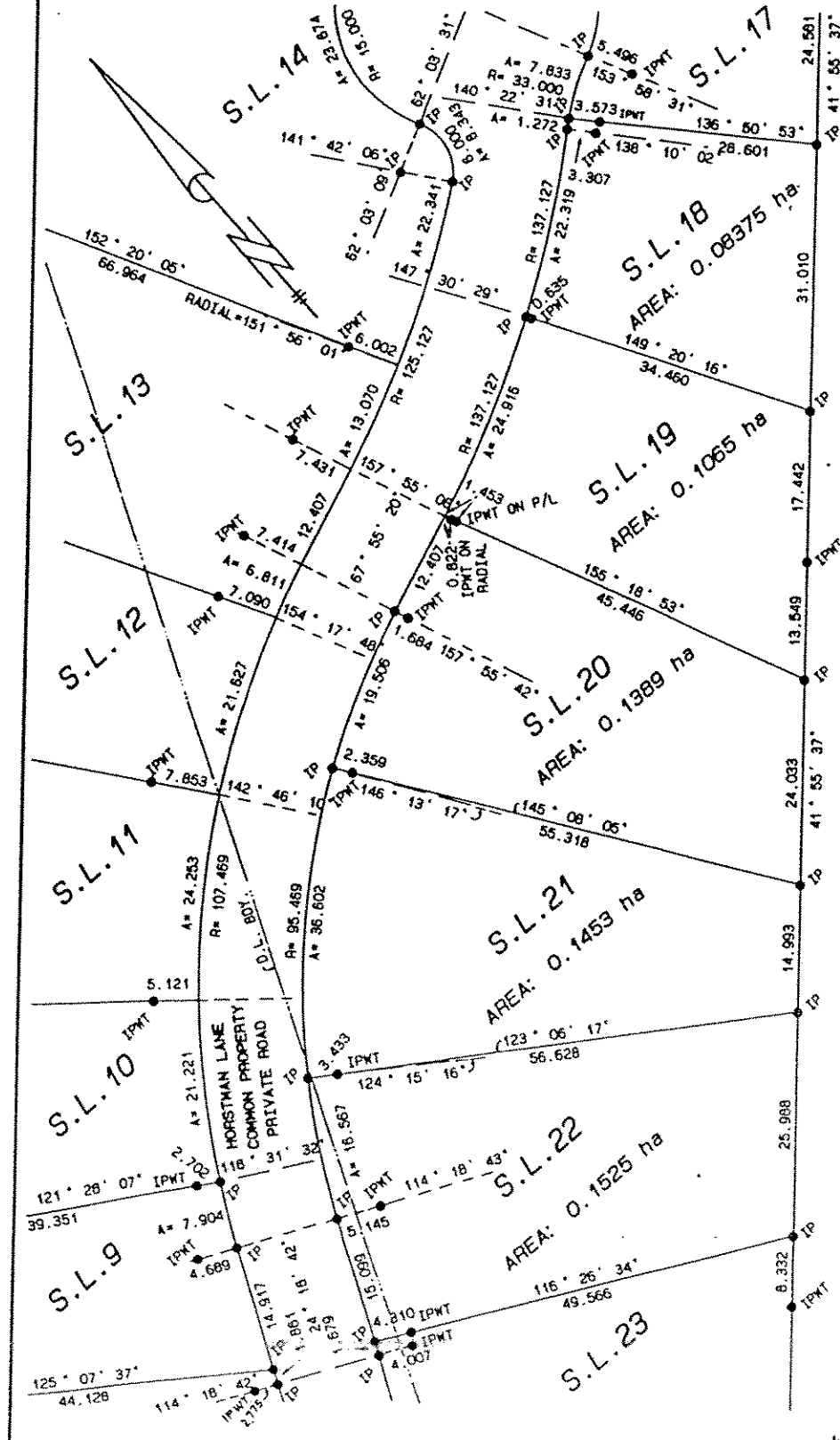
V.R.

STRATA LOTS 18 TO 22

SCALE 1:500 (METRIC)



All distances shown are in metres.



U.C.L.

June 10, 1989

S-4942-B

EXHIBIT C

SCHEDULE OF UNIT ENTITLEMENT
AND INTEREST UPON DESTRUCTION

<u>Strata Lot Number</u>	<u>Unit Entitlement</u>	<u>Interest Upon Destruction</u>
1	1	210
2	1	210
3	1	210
4	1	210
5	1	237
6	1	326
7	1	263
8	1	263
9	1	210
10	1	210
11	1	289
12	1	326
13	1	326
14	1	368
15	1	526
16	1	395
17	1	210
18	1	210
19	1	263
20	1	289
21	1	289
22	1	289
23	1	289
24	1	289
25	1	289
26	1	289
27	1	210
28	1	237
29	1	210
30	1	473
31	1	526
32	1	526
33	1	526
Total	33	9,993

EXHIBIT D

LAND TITLE ACT
Form 17
(Sections 151, 152(1), 220)

APPLICATION

NATURE OF CHARGE:
Section 215 Covenant

Address of Person entitled to be
registered as owner, if different
than shown in instrument: N/A

Parcel Identifier No.:

True Value: Nominal

Legal Description, if not shown
in instrument being submitted
with this application: same.

Herewith Fees of: \$35.00

Full Name, Address, Telephone
Number of person presenting
application:

McCarthy & McCarthy
Barristers & Solicitors
#1300-999 West Hastings Street,
Vancouver, British Columbia
V6C 2W5

Signature of Solicitor or Agent

THIS AGREEMENT made as of the ____ day of _____, 1989

BETWEEN:

W.L.C. DEVELOPMENTS LTD.
(Incorporation No. 258,741)
2100-700 West Georgia Street
Vancouver, British Columbia
V7Y 1A8

("Developer")

OF THE FIRST PART

AND:

RESORT MUNICIPALITY OF WHISTLER
Box 35, General Delivery
Whistler, British Columbia,
VON 1B0

(the "Municipality")

OF THE SECOND PART

WHEREAS:

A. Developer is the registered owner of those lands and premises
situated in the Resort Municipality of Whistler, British Columbia, and
legally described as:

Parcel Identifier ■
Lot 32
District Lots 3903 and 4214
Plan ■

(the "Lands");

B. A portion of the Lands, inter alia, are subject to a Land Use Contract (the "Land Use Contract") registered in the Vancouver Land Title Office under No. G2520, as amended by instrument No. GB77455; the Land Use Contract provides that Developer may at any time submit to the Municipality for approval an application for development approval containing the information as set out in subsection 7(f) of the Land Use Contract, and further provides that Developer will grant to the Municipality, a covenant restricting the use and development of the Lands to the use and development as set out in any development approval issued by the Municipality; and

C. Developer has, pursuant to the Land Use Contract, submitted to the Municipality an application for an approval of the proposed use and development of the Lands by Developer and its successors and has agreed to grant this Covenant in favour of the Municipality.

NOW THEREFORE THIS AGREEMENT WITNESSES that pursuant to Section 215 of the Land Title Act, and in consideration of the premises and the sum of One Dollar (\$1.00), now paid by the Municipality to Developer (the receipt and sufficiency whereof is hereby acknowledged), Developer covenants and agrees with the Municipality as follows:

1. No buildings or structures (other than ski lifts or other lifts) may be constructed on the Lands other than in accordance with each of:

(a) the design guidelines attached hereto as Schedule A; and

(b) the terms and conditions of this Covenant.

2. Without in any way limiting, or deviating from, the provisions of section 1 hereof, the Lands may not be used other than for ski lifts and other lifts and for the purpose of constructing a single family bare land strata lot project containing not more than 33 bare land strata lots substantially as shown on the plan attached hereto as Schedule B (each of which is called a "strata lot") and utilizing not more than 198 BU's (bed units - as defined in the Land Use Contract) and shall be subject to the following restrictions:

(a) no buildings or structures (other than ski lifts or other lifts) may be constructed on the Lands other than within the footprint envelopes identified in the plan attached hereto as Schedule B (the "footprint envelopes") unless otherwise permitted by the Coordinating Architect (as defined in Schedule A) and the Municipality;

(b) the density of buildings or structures constructed within the footprint envelopes shall not exceed the maximum density for each strata lot set out in Schedule C;

- (c) the provision for parking made with respect to each strata lot to be created within the Lands shall be in compliance with the Land Use Contract, except as otherwise permitted by the Municipality; and
 - (d) the height of buildings or structures constructed within the footprint envelopes shall not exceed the maximum height for each strata lot set out in Schedule C.
3. Within one year after the issuance by the Municipality of an occupancy permit for a building on a strata lot created within the Lands, Developer (or its successor in title with respect to such strata lot) will have completed landscaping the area contained within the first six metres of such strata lot to a standard at least equivalent to the sample landscaping plan attached hereto as Schedule D.
4. On or before October 31, 1990, Developer shall have completed landscaping the common area buffer zones substantially in accordance with the landscaping plan attached hereto as Schedule E.
5. No clearance of natural vegetation from any portion of the Lands which is not contained within a footprint envelope shall be permitted unless expressly approved in advance by the Coordinating Architect (as defined in Schedule A) or failing him, by the Municipality.
6. If at any time there are propane storage tanks located on the Lands, then Developer will remove such propane storage tanks and hook up to a central distribution system for propane upon such a central distribution system serving the Blackcomb Benchlands becoming available.
7. Nothing contained or implied herein shall prejudice or affect the Municipality's rights and powers in the exercise of its functions pursuant to the Municipal Act or the Resort Municipality of Whistler Act or its rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent the same are applicable to the Lands, or the rights of the Municipality under the Land Use Contract, all of which may be fully and effectively exercised in relation to the Lands as if this Covenant had not been executed and delivered by Developer. In addition, nothing herein shall limit or in any manner relieve Developer from full compliance with all its obligations under the Land Use Contract.
8. The covenants set forth herein shall charge the Lands pursuant to Section 215 of the Land Title Act and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or parts thereof and shall attach to and run with the Lands and each and every part to which the Lands may be divided or subdivided whether by subdivision plan, strata plan or otherwise howsoever. The covenants set forth herein shall not terminate if and when a purchaser, becomes the owner in fee-simple of the Lands but shall charge the whole of the interest of such purchaser and shall continue to run with the Lands and bind the Lands and all future owners of the Lands or any portion thereof.
9. This Covenant shall not be released, discharged or amended without the written consent of Blackcomb Skiing Enterprises Ltd. and W.L.C.

Developments Ltd. provided such consent shall not be necessary or required after the earlier of the lands charged by the Land Use Contract being fully developed as contemplated by the Land Use Contract or December 31, 2009.

10. 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 context or the parties so require.

11. The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Covenant.

12. This Covenant and each and every provision hereof shall endure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Covenant was executed by the parties hereto as of the day and year first above written.

The Common Seal of W.L.C.)
DEVELOPMENTS LTD. was)
hereunto affixed in the)
presence of:)
)
_____)
Title: _____)
(Authorized Signatory))

C/S

The Common Seal of RESORT)
MUNICIPALITY OF WHISTLER was)
hereunto affixed in the)
presence of:)
)
_____)
Title: Mayor)
)
_____)
Title: Clerk)

C/S

LAND TITLE ACT

FORM 6
(Section 46)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the ____ day of _____, 1989, at Vancouver, British Columbia, _____, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of W.L.C. DEVELOPMENTS LTD. and that he is the person who subscribed his name and affixed the seal of the corporation to the instrument, that he was authorized to subscribe his name and affix the seal to it and that the corporation existed at the date the instrument was executed by the corporation.

IN TESTIMONY of which I set my hand at Vancouver, British Columbia this ____ day of _____, 1989.

A Commissioner for taking
Affidavits for British Columbia

SCHEDULE A

D E S I G N



G U I D E L I N E S

I. INTRODUCTION

The Resort on Blackcomb Mountain consists of 254 acres of prime real estate across the base of Blackcomb Mountain on the east side of Fitzsimmons Creek stretching from Whistler Village to Lost Lake. The ultimate development potential translates to approximately 3,000 dwelling units and up to approximately 75,000 square feet of commercial development. The time frame for total development of the Resort is expected to take up to 10 years.

The Phase 3 development plan for the Resort on Blackcomb Mountain identifies Parcel 32 as a single family bare land strata subdivision to be called Horstman Estates. A total of 33 strata lots ranging in size from 8,000 to 45,000 sq. ft. will be situated on 14 acres of land along the lower reaches of Blackcomb Mountain. Access to the strata lots is provided by a private curbed road. Two access trails will allow residents to ski in to the subdivision from trails off Blackcomb Mountain.

II. OBJECTIVES

Horstman Estates will, in every way, be among the finest single family communities to be developed at Whistler. Access to the subdivision will be limited to one entrance, with the intention of providing a sense of both community and exclusivity. The ambiance will be reinforced with an entrance feature and extensive native planting along the length of Horstman Lane and Horstman Place.

The natural setting is further enhanced by the Horstman Estates Zoning Regulations and Design Guidelines. The guidelines have been assembled to ensure the establishment of building forms which respect surrounding buildings, use techniques to reduce the visual impact of building mass, site buildings to take maximum advantage of views and solar exposure, and to ensure a building technology which is correct for the area.

A Coordinating Architect and Landscape Architect will review each proposed development to ensure conformance to the guidelines and approvals will be required prior to the lot owner applying for a building permit from the Municipality. After construction is complete, the Coordinating Architects will inspect the development to ensure compliance with the approved plans prior to occupancy.

III. PLAN REVIEW AND APPROVAL PROCESS

Once a strata lot has been purchased, the owner will require the following information:

1. Site Information Plan (1:200)

The site information plan will be supplied by Blackcomb and include the following:

- strata lot boundaries
- allowable footprint envelope
- allowable gross floor area
- allowable building height
- site contours at 1 metre intervals
- tree preservation zones
- Rights of Way
- 6 metre buffer zone along the front of each lot to be re landscaped by Blackcomb after construction on the site has been completed.
- servicing locations - preferred driveway locations

2. Horstman Estate Zoning Regulations and Design Guidelines

All strata lot purchasers in Horstman Estates will be required by way of a registered development covenant to conform to defined zoning regulations and design guidelines when constructing on the strata lots. Accordingly, Coordinating Architects and the Resort Municipality of Whistler Planning department will review each proposed development for compliance with these requirements and provide the necessary approvals.

3. Development Approval Checklist

The checklist details the development information to be submitted for review and approval by the Coordinating Architects.

Owners are encouraged to retain competent professional service for the design of their home. After reviewing the information and following a site inspection the owner and/or the home designer should consult with the Coordinating Architect. This initial assessment will pin point any particular concerns at an early stage and help to streamline the final review and approval process.

Prior to the submission for Building Permit, the Resort Municipality of Whistler (R.M.O.W.) will require an approved checklist prepared by the Coordinating Architects certifying compliance with the Horstman Estate Zoning Regulations and Design Guidelines. Furthermore, the signature of the Director of Planning for the R.M.O.W. will be required on each individual development application prior to a Building Permit being issued. Accordingly, the owner shall provide three complete sets of development plans for review and approval by the Coordinating Architects. The cost of all plans and drawings required for the submission will be to

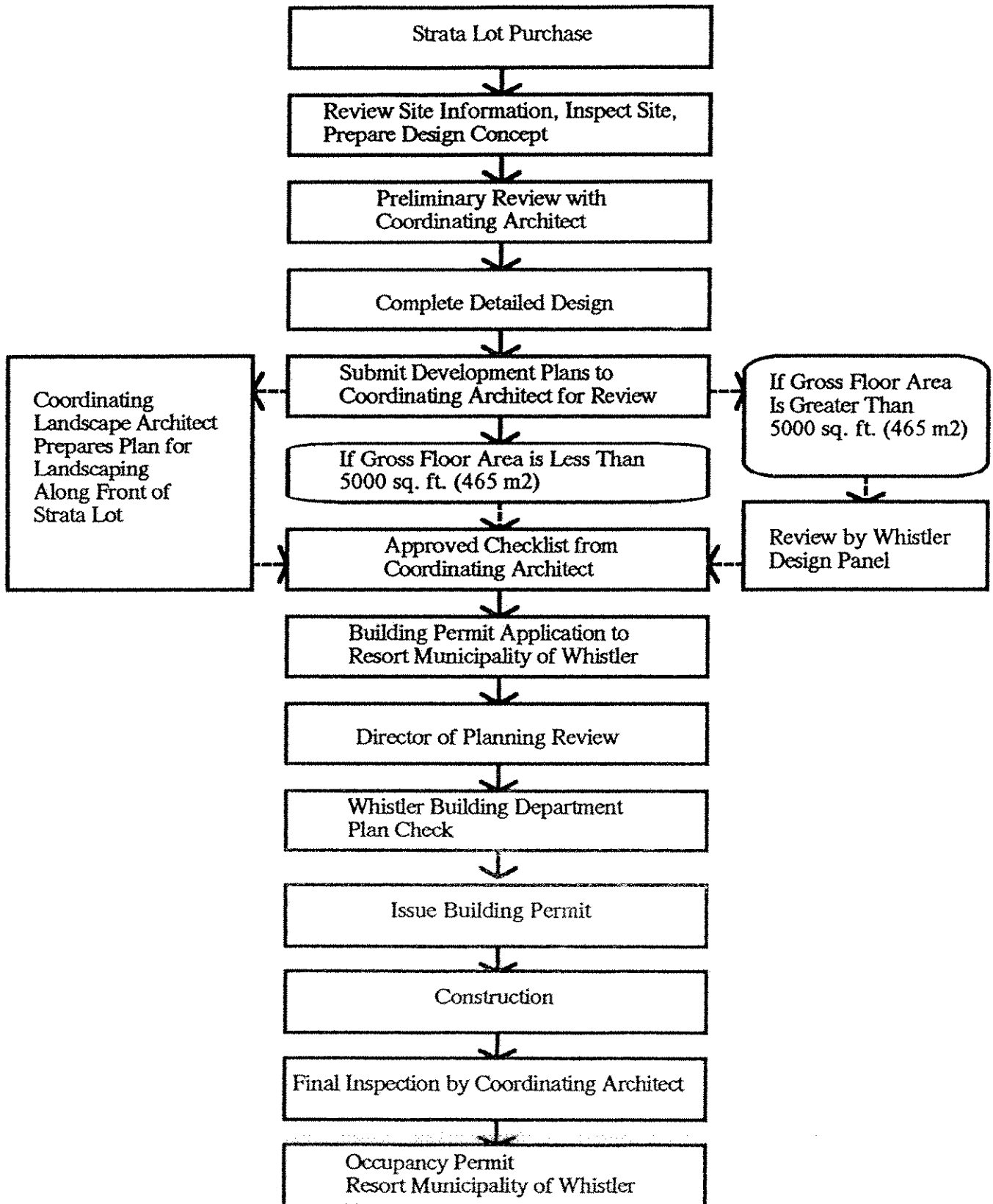
the account of the owner. The cost of the review by the Coordinating Architects will be to the account of Blackcomb for the first review and one subsequent modification. Should further reviews be required, they will be to the account of the owner.

If the gross floor area of the proposed home exceeds 5000 square feet then the development plans will also be required to be reviewed for comment by the Whistler Design Panel.

Upon completion, there will be a final inspection by the Coordinating Architects ensuring compliance with the approved plans prior to application for occupancy permit from the Resort Municipality of Whistler.

The flow chart on the following page illustrates the design review and approval process.

HORSTMAN ESTATES PLAN REVIEW AND APPROVAL PROCESS



IV. ZONING REGULATIONS

The following zoning regulations are part of the Development Approval specific to Parcel 32 (Horstman Estates) at Blackcomb Mountain. Review of plans for conformance and approvals for these items will be done by the Coordinating Architect and verified by the Resort Municipality of Whistler. Definitions and General Regulations to comply with the current Zoning and Parking Bylaw 303, 1983. In addition, all construction to conform with the British Columbia Building Code as adopted and amended by the Whistler Building Department. Construction on the lot may only begin on receipt of a Building Permit from the Municipality.

A. PERMITTED USE

Permitted Use on each strata lot is restricted to single family dwellings only. No accessory buildings will be permitted. A single self contained suite may be allowed within a dwelling provided that the additional parking stalls required conform to the requirements set out in the zoning regulations and, in the opinion of the coordinating architect, do not compromise integrity of the site plan and the character of the subdivision.

B. FOOTPRINT ENVELOPE

To ensure the preservation of the natural habitat for the enjoyment of all residents at Horstman Estates, the concept of a "Footprint Envelope" has been developed. Each strata lot incorporates a footprint envelope which respects slope, drainage, setback and access constraints. All improvements on each strata lot must be designed to be within this Footprint Envelope, including the main structure, outside patios, decks and terraces. Consideration may be given to encroachments into backyards and sideyards not abutting adjacent yards however, approval will have to be given by both the Coordinating Architect and the Municipality. Some tree removal may be allowed beyond the footprint envelope. Lot clearing restrictions are specified in Section V of the Design Guidelines.

C. DENSITY

The maximum permitted floor area for each strata lot is detailed in Schedule C. Buildings over 5,000 square feet in gross floor area will require review and comment by the Whistler Design Panel in addition to approval by the Coordinating Architects.

D. BUILDING HEIGHT

Buildings on each lot are restricted to a maximum height as set out in Schedule C. See Appendix A for the method to calculate height.

E. PARKING

A minimum of 2 parking spaces are required for each site provided the floor area is less than 2500 sq. ft., otherwise a minimum of 3 parking spaces are required. Two spaces must be covered within the building. If a suite is built within the building, then an additional parking space is required.

F. DRIVEWAYS

The maximum width of drive way that is permitted into each strata lot is 3.6 metres (12 feet) and entrances should be oriented at an angle to the roadway. This will allow landscaping or retained vegetation to be maintained along the residual lot frontage, therefore preserving the natural streetscape.

Driveways must be paved with asphalt, concrete or unit pavers. Driveways and parking areas should slope a minimum of 2% for drainage.

Driveway design must consider the following requirements:

1. The maximum gradient of a driveway shall not exceed 6 percent within a distance of 3 metres from the edge of the roadway.
2. For driveways that slope downwards from the road, the following regulations apply:
 - a) The maximum average gradient shall not exceed ten percent.
 - b) A maximum gradient of fifteen percent is permitted over one portion of a driveway not exceeding 3 metres in length.
3. For driveways that slope upwards from the road, the maximum gradient shall not exceed:
 - a) 21 percent over one portion of a driveway not exceeding 6 metres in length where the obtuse angle of entry from the roadway is 130 degrees or greater.
 - b) 18 percent over one portion of a driveway not exceeding 7 metres in length where the obtuse angle of entry from the roadway is 120 degrees or greater.
 - c) 15 percent over one portion of a driveway not exceeding 8 metres in length where the obtuse angle of entry from the roadway is 110 degrees or greater.
 - d) 12 percent where the obtuse angle of entry from the roadway is 90 degrees or greater.
4. The maximum permitted gradient for all uncovered parking areas is 5 percent.

V. DESIGN GUIDELINES

The following design guidelines are design criteria that have been established for this subdivision to maintain the highest standard of quality, and a sensitive approach to siting, building form, finishes and landscape. These guidelines are correlated with the appended checklist (see Appendix C) and approval will be required by the Coordinating Architect and the Director of Planning for the Resort Municipality of Whistler prior to application for Building Permit.

The guidelines outline a number of issues that are to be addressed by homeowners & designers. Creativity is encouraged and although not totally prescriptive the guidelines are to reinforce the image of prestigious, private, alpine country estates.

A. BUILDING SITING

Before proceeding with design, the owner and/or design architect should inspect the site to determine if there are features or vegetation that should be preserved and to determine how to best site the building form within the building envelope. It is expected that the building form should be tailored to the physical character of the lot. In addition, it is not intended that an Owner design the building form so as to completely fill the Footprint Envelope.

Building siting should be responsive to a complex series of interacting natural constraints to include:

1. Topography and slope
2. Geologic/soils conditions
3. Hydrology and drainage considerations
4. Vegetation
5. Views
6. Solar considerations
7. Access and circulation: vehicular, pedestrian and skier
8. Seasonal response
9. Parking

B. LOT CLEARING

The existing natural vegetation represents a significant amenity to Horstman Estates. Owners may be permitted to clear beyond the Footprint Envelope with written approval by the Coordinating Architect, however to the extent possible and practical, 50% of the existing vegetation on each lot should be retained. The following site clearing procedure is to be strictly applied in order to preserve the natural vegetation.

1. No clearing or tree cutting will be permitted on a strata lot prior to receipt of a Building Permit from the Municipality. The site plan must define the extent of clearing and provide an indication of the relandscaping and revegetation. Owners are required to inspect the lot to determine if there are features or vegetation that should be preserved.

2. After lot clearing and construction has been completed, the Co-ordinating Landscape Architect shall inspect the lot for conformance to the approved zone of clearing.
3. Any vegetation removed or destroyed beyond the approved zone of clearing will be replaced by the strata lot owner to the satisfaction of the Co-ordinating Landscape Architect.
4. Blackcomb will be responsible for revegetating a zone on each strata lot, 6 m ± back from the roadway. Owners should contact the Co-ordinating Landscape Architect if they wish to discuss the landscape plan for the zone at the front of a particular lot.
5. Absolutely no tree cutting will be permitted in the areas designated as tree preservation zones.

C. DRIVEWAYS & PARKING

Driveway slopes & parking to conform to the technical requirements of the zoning bylaw and regulations as set out in Section IV. Driveway siting should take advantage of street grades so that driveways begin at the high side of the site on uphill lots and the low side on downhill lots and traverse across the site to the parking area. The maximum driveway width on the street should be kept to 3.6 metres (12 ft.) in order to leave the maximum frontage of landscaping at the street. Parking areas to maintain minimum 5 metres from front property line and 1.5 metres from side property lines.

D. NEIGHBOUR RELATIONSHIP

Building siting should respect privacy and views of neighbours. Siting to take into consideration existing or proposed development on adjacent sites so as to minimize overshadowing and obstruction of views. Location of windows, balconies and decks to be located away from side property lines that would impact on adjacent sites.

E. GRADING & DRAINAGE

Grading requirements resulting from development on each lot shall be designed to blend into the natural landscape. Regrading to be indicated on the site plan. Outside of the building envelope it will be permissible to regrade portions of the strata lot provided that any alterations to the natural terrain are shown on the site plan and such changes are approved by the Co-ordinating Architects. Cuts and fills should be minimized and feathered into the existing terrain, and must be within the property boundary. Retaining walls shall be provided on each site as required to maintain the existing site topography and trees on adjacent properties. Where appropriate, terraced retaining walls are encouraged. Retaining wall materials shall be rock or concrete with rock veneer. No retaining walls should be higher than 1.8 metres (6'-0"). Slope of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote revegetation opportunities, but in any case should be limited to a maximum of 2.5:1 slope.

Drainage patterns within the site may be modified, but the modification must be consistent with the drainage plan for the subdivision. Storm drainage shall not connect into the sanitary sewer systems. Runoff from impervious surfaces such as roofs and pavement areas shall be collected and directed to natural or improved drainage channels.

F. LANDSCAPING AND PLANT MATERIALS

Blackcomb will be responsible for revegetating a 6 metre \pm buffer zone, (to suit each lot), along the front of each strata lot against the road. This will be designed by the Coordinating Landscape Architect and Blackcomb will construct and maintain the zone for a 1 year period after construction. Each strata lot owner will be responsible for maintenance in the zone after 1 year.

Landscaping on each site shall be developed so that new vegetation appears to be integral with the existing mountain landscape. New planting should use plants that are indigenous to the area and should be located to extend existing canopy edges or planted in natural groupings. Ornamental plants are recommended only for locations directly adjacent to buildings or in courtyards.

Fences or "wall-like" planting along the lot lines are not permitted.

Plant materials used for erosion control shall establish immediate surface stabilization to prevent soil erosion. Diverse, self-sustaining plant species will be used to provide 80% surface cover within one growing season. Plant material in snow dump areas must be sufficiently durable to survive the effects of snow dump.

Plant materials that are indigenous to the Blackcomb area and suitable for micro-climate conditions should be used. A one-to-one ratio of planting between coniferous and deciduous material is encouraged. A recommended list is included as Appendix B.

All trees must be a minimum of 2" (50 mm) caliper and 6' (1.8 m) high.

G. SIGNS

Blackcomb will be providing a standard lighted entrance feature to be installed by the Owner at an approved location along each driveway. The Owner is responsible for the electrical hook-up, installation of a photo cell switch and provision of power at all times. No other signs will be permitted.

H. EXTERIOR LIGHTING

Exterior lighting should be kept to a minimum, no high intensity lighting, or undiffused light source will be permitted.

I. BUILDING MASSING

Buildings to relate to the landscape & topography.

Design strategies to reduce height are important. Building ends should be sloped to an eave height of one to two storeys. Exposed gables of substantial height will be discouraged. Building forms should step to follow the slope of the site. "Stilted" slope development is discouraged.

J. WALL TREATMENT

1. Lower Wall Design

The lower portions of exterior walls should be protected from extreme weathering and staining resulting from snow accumulation. In general, the lower one to two metres of exterior walls should be surfaced in materials such as textured concrete, heavy timber or stone. Under no circumstances should those lower walls be surfaced with plywood, aluminum or plastic siding.

2. Upper Wall Materials

The upper wall materials should convey a sense of human scale, warmth and well crafted construction. Material choices should reflect the rural setting rather than urban or industrial values. The upper wall may differ from the lower wall or be of the same material. The following materials may be used for upper walls: stone, stucco, wood shingles or wood siding and logs. Wall finishes incorporating a rough texture are preferred.

Walls should be heavily articulated including recesses, balconies, bay windows, window openings and other features. Large areas of unbroken wall are unacceptable.

3. Number of Wall Materials

Use of multiple wall materials can lend visual interest to a building. Too many materials can create a garish appearance which allows buildings to compete with and visually overpower their surroundings. Only three types of wall materials will be permitted unless approval is obtained from the Co-ordinating Architect.

K. FENESTRATION

1. Wall Openings

Window, door and porch openings are an important part of a building's appearance and character. While rich ornamentation of openings is not required or recommended, windows and doors should be logically situated in the building form. Generally speaking, windows and doors should function as individual openings rather than continuous horizontal or vertical bands. Windows should be at least 2'0" above grade because of snow depth in winter.

2. Wood sectional garage doors must be used to enclose covered parking stalls.
3. Door openings and balconies should be protected from wind and accumulating snow or drifting snow. Protected entry ways communicate a strong sense of shelter from the often harsh mountain climate. Generally, recessed balconies with roof overhangs are more successful in snow climates.
4. Windows must be constructed of wood, vinyl or metal coated with a coloured finish. Reflective glass is not permitted. Bay windows are encouraged.

L. ROOF DESIGN

1. Architectural Form

Roof design is important for snow management and is a major contributor to building character. The silhouette of building forms is conceived as a unified composition of steeply sloped roofs.

2. Roof Slope

Roof slopes shall be a minimum of 7:12. Large areas of flat roofs are not acceptable. A composition of sloped roofs is required with small areas of flat roofs acceptable. Mansard roofs attached to an unarticulated building form, gambrel, joint shed, conical, circular and dome roofs are discouraged.

3. Roof Construction

Roof construction should consider incorporation of the cold roof concept with air space, vented to the outside, on the underside of the roof cladding.

4. Roof Overhangs

Roof overhangs should be minimized to emphasize alpine character.

5. Roofing Materials

The following roof materials are permitted:

- a) Wood shakes
- b) Wood shingles

M. ROOF PENETRATIONS

Roof penetrations including dormers, clerestories and skylights create interesting, attractive interior spaces and are strongly encouraged. Their location on the roof is critical to avoiding an over-decorated, visually confusing appearance.

1. Dormers can be of a shed, gable or hip form. Dormers can be placed at the roof eave or within the field of the roof.
2. Snow diverters or snow retainers should be designed as an integral part of the roofscape.
3. Rooftop access stairways, vent shafts and mechanical equipment areas shall be confined within the roof. Antennae and satellite dishes on roof ridges will not be permitted and should be unnecessary due to centralized cable TV service.
4. Skylights can be placed flush against the roof.
5. Chimneys with wood, stucco, concrete, stone and masonry finish will be permitted. Flat tops are preferred and side venting of the flue (with a flat cap and spark arrestor) is recommended. Exposed metal chimneys are not permitted.
6. Clerestories should be placed within the field of the roof and should not extend to the eave line.
7. Solar collectors shall lie flat. Roof design should include the best pitch within the permitted range to achieve appropriate solar exposure. Collectors which are angles with supports will not be permitted.
8. Projections through sloped roofs must be durable. Consider the effect of snow shedding and the climate on roof materials, configurations and attachment of projections such as chimneys, plumbing vents and mechanical system projections.
9. Deep roof fascias reflecting the importance of the roof as a design element are preferred.

N. COLOURS

Exterior colours should harmonize with the landscape of the site and surrounding buildings. Warm earth tones in paint or stain will be encouraged. Bright or dramatic colours may be used to accent or highlight building features in a subtle way but may not be applied to the majority of the building surface.

Colour boards and samples are required for review prior to approval.

O. SNOW MANAGEMENT

The effects of snow and ice build-up, if improperly handled, can be destructive to buildings and pose risks to pedestrians and vehicles. The heavy snow and extreme freeze/thaw cycle of Whistler combine to make snow management an important design consideration. Designers not thoroughly familiar with snow country design should retain an expert consultant early in the design process.

The basic building form must be conducive to snow management. Consider snow management from the earliest building concepts through to the detailed design stage.

1. Snow must be positively shed or positively retained. Consider the effect of snow retainers, roof pitch and roof materials on snow retention.
2. Entrances and pedestrian routes must be fully protected. Shedding snow must be deflected from pedestrian areas by dormers, hipped roofs, angled roofs, canopies or other means. The potential hazard of icicles in these areas should be addressed. Double doors or vestibules are strongly recommended.
3. The buildings should be planned so that balconies are covered or recessed in the building face.
4. Roofs draining onto a series of lower roofs or onto a lower roof from great height can cause extreme snow loads or impact loads, respectively.
5. Generally, conventional eaves troughs or built-in eaves troughs should be avoided as they are subject to damage from snowshed.
6. Snowsplitters or roof crickets must be substantial and fitted to all projections or sloped roofs which are not located close to the roof ridge, (i.e. vents, skylights, eaves, etc.).
7. Adequate roof ventilation is key to the 'cold roof' concept. Convective ventilation, consisting of continuous vents at the eaves and 'exhaust' vents at gable ends or the ridge line is preferred. These vents present decorative opportunities as part of the building form.
8. Areas must be allowed for storage of snow plowed from driveways & parking areas.

P. STORAGE

Housing at Whistler is generally used for recreation requiring an area for storage space at grade. It is suggested that storage space for firewood, bicycles, skis and equipment be accommodated within the building design. No accessory storage buildings will be permitted and outdoor storage is not encouraged.

Q. TRASH CONTAINERS

Trash containers shall be stored within each home.

R. UTILITIES

Blackcomb will provide normal underground Municipal services as required by subdivision to the strata lot line of each site. Connections to these utilities must be underground and will be the responsibility of each owner and any connection, inspection or other fees shall be the owner's responsibility.

No individual septic tanks, propane tanks, leachfield systems or wells are permitted. No exterior antenna or satellite dishes will be permitted without approval. Any exposed mechanical equipment must be fully screened. Rooftop mechanical units are not permitted.

S. FENCES

Fences along property lines will not be permitted. Small screens as enclosures are permitted to enclose hot tubs and are to be indicated on the design drawings for approval.

APPENDIX A

CALCULATION OF BUILDING HEIGHT

Excerpt from Whistler "Zoning Bylaw No. 303, 1986", Section 5.5 "Calculation of heights for Principal Buildings":

"The height of a principal building shall be calculated by measuring the vertical distance from grade to the highest point of the roof surface of a flat roof, to the deck line of a mansard roof and to the mean level between the eaves and the ridge of a gable, hip, gambrel or other sloping roof, and in the case of a building without a roof, to the highest point of the building; except where the elevation of the highway servicing the parcel is above the average elevation of the finished grade of the subject parcel, in which case the maximum permissible building height may be increased by the difference in ground elevation between the highway and grade for that portion of the building directly fronting onto the highway to a maximum allowance of 3 metres."

HEIGHT - means the vertical distance from the grade to the highest point of the roof surface of a flat roof, to the deck line of a mansard roof and to the mean level between the eaves and the ridge of a gable, hip, gambrel or other sloping roof, to the highest point of the structure.

GRADE - means the lowest of the average levels of finished ground adjoining each exterior wall of a building, except that the localized depression such as for vehicle or pedestrian entrances need not be considered in the determination of average levels of finished ground.

EXAMPLE (See illustration on next page) -

1. Calculate total roof area on plan view.

Roof #1 = 24'-0" x 8'-0" =	192 sq. ft.
Roof #2 = 38'-0" x 40'-0" =	1520 sq. ft.
Roof #3 = 28'-0" x 10'-0" =	<u>280 sq. ft.</u>
TOTAL	1992 sq. ft.

2. Find percentage of each roof area based on total roof area.

Roof #1 =	$\frac{192}{1992}$	=	10%
Roof #2 =	$\frac{1520}{1992}$	=	76% (rounded)
Roof #3 =	$\frac{280}{1992}$	=	14%

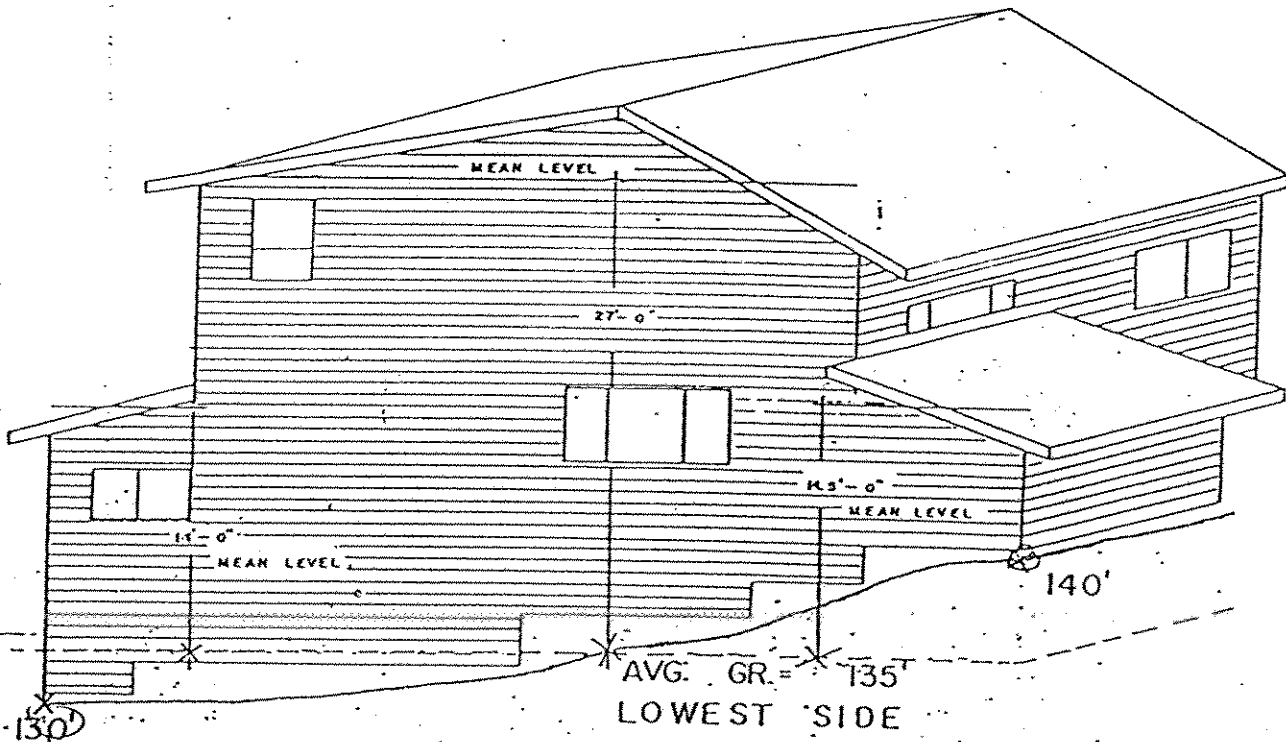
3. Find the height of each roof area from the mean level (between eaves and ridge) and the grade and multiply by percentage of each roof area to find average height of each roof.

Roof #1 = 14'-0" x .10 =	1.4'
Roof #2 = 27'-0" x .76 =	20.52'
Roof #3 = 14.5' x .14 =	2.03'

OVERALL AVERAGE HEIGHT = 23.95'



PLOT PLAN (SCALE = $\frac{3}{16}$ " = 1'-0")



APPENDIX B

Plant Material Suitable for Whistler Area Representative List

The following is a list of plants which typically do well in the Whistler climate (zone 4 - tolerant of minus 30 C.) and have been available from nursery suppliers. The list is of native or native-like plants meant to blend with the natural landscape of the Whistler area. The list is indicative and does not cover all plants available or suitable.

Native Shrubs & Ground Cover

Botanical Name

Common Name

(Shrubs)

Acer glabrum
Amelanchier alnifolia
Cornus stolonifera
Ledum groenlandicum
Pachistima myrsinites
Rosa woodsii
Rubus parviflorus
Vaccinium parvifolium

Douglas Maple
Saskatoon Berry
Redtwig Dogwood
Labrador Tea
Oregon Box
Wild Rose
Thimbleberry
Red Huckleberry

(Groundcover)

Arctostaphylos uva ursi
Cornus canadensis
Fragaria virginiana
Linnaea borealis

Kinnickinnick
Bunchberry
Wild Strawberry
Twinflower

Native Like Shrubs & Groundcover

(Shrubs)

Acer ginnala
Deciduous Azaleas
Cornus alba elegantissima
Pinus mugo mughus
Rhododendron PJM
Ribes alpinum
Rosa medilland sp.
Rosa rugosa grootendorst
Sambucus racemosa
Spiraea douglasii
Symphocarpus alba

Amur Maple
Variegated Dogwood
Mugo Pine
Rhododendron (purple)
Alpine Currant
Rose
Elderberry
Hardhack spiraea
Snowberry

(Groundcover & Vines)

Ajuga reptans
Lonicera dropmore scarlet
Parthenosis quinquefolia
Vaccinium vitis idaeae
Vinca minor

Carpet Bugle
Dropmore *Lonicera*
Virginia Creeper
Lingonberry
Periwinkle

Native Trees

Note: While Red Cedar, Hemlock and Douglas Fir grow in abundance in Whistler, this same species originating from Lower Mainland nurseries will be stressed in the colder Whistler climate. Whistler is a transition zone to the colder interior climate and represents the limit to coast plants survivability.

Abies amabilis
Abies lasiocarpa
Chamaecyparis nootkatensis
Picea engelmanni
Pinus contorta
Pseudotsuga menziesii
Thuja plicata
Tsuga heterophylla
Tsuga mertensiana

Betula papyrifera
Populus tremuloides

Amabilis Fir
Alpine Fir
Yellow Cedar
Engelman Spruce
Lodgepole Pine
Douglas Fir
Red Cedar
Western Hemlock
Mountain Hemlock

Birch
Trembling Aspen

Horstman Estates Subdivision

DESIGN GUIDELINES CONFORMANCE CHECKLIST

B. Gordon Hlynsky • Architect

15 - 636 Clyde Avenue

West Vancouver, B.C. phone (604) 925 - 3631

V7T 1E1

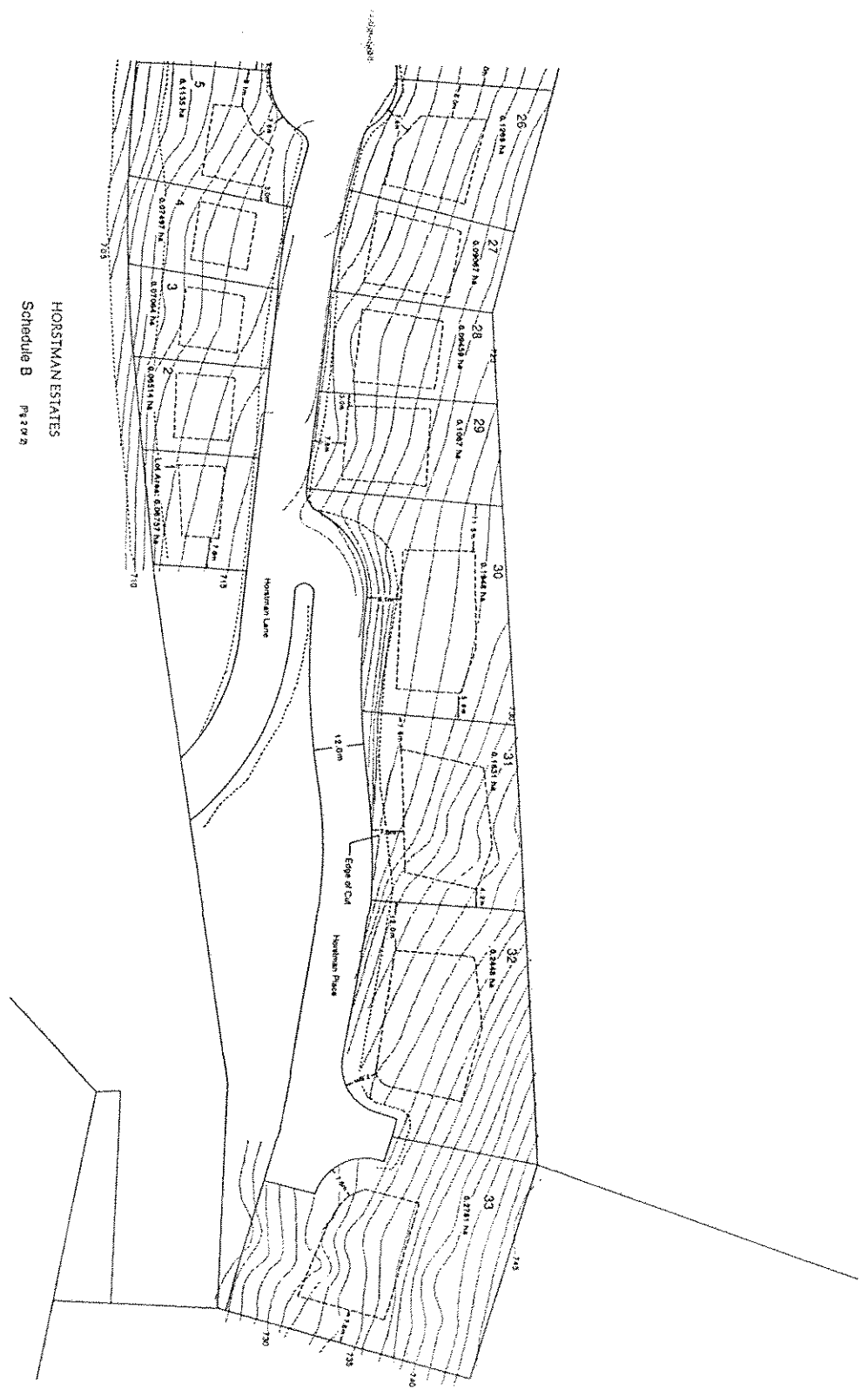
FAX (604) 925 - 3671

Lot No: _____ Legal Description: _____ _____ Street Address: _____ Lot Area: _____ Gross Building Area: _____ Applicant: _____ Applicant Address: _____ _____ Phone N ^o : _____	The undersigned applicant and design consultant confirm that the design shown in the appended drawings is in conformance with the Horstman Estates zoning regulations & design guidelines. _____ applicant _____ consultant
---	---

(Above to be completed by Applicant)

SUBMISSION REQUIREMENTS	date submitted	reviewed
4 copies SITE PLAN		
3 copies complete WORKING DRAWINGS		
2 copies of SITE CLEARING PLAN		
1 COLOUR SCHEME BOARD		

ZONING CHECKLIST				
ITEM	REGULATION	PROPOSED <i>this column completed by applicant</i>	approved subject to Whistler review	resubmit
A. USE	single family with max. 800 sq. ft. suite			
B. FOOTPRINT ENVELOPE	building to be sited in "footprint envelope"			
C. DENSITY	As per Schedule C			
D. HEIGHT	As per Schedule C			
E. PARKING	per Zoning Regulation			
F. DRIVEWAYS	Zoning Regulation Slope			



HORSTMAN ESTATES
Schedule B Pt 3 of 20

Note: All setbacks and front setbacks are 3m & 7.5m unless otherwise specified

Scale: 1:1000



HORSTMAN ESTATES
Schedule B (Pt 1 of 2)

Note: All setbacks and front setbacks are 3m & 7.6m
 unless otherwise specified
 Scale: 1:1000

SCHEDULE C

Horstman Estates - Blackcomb Mountain

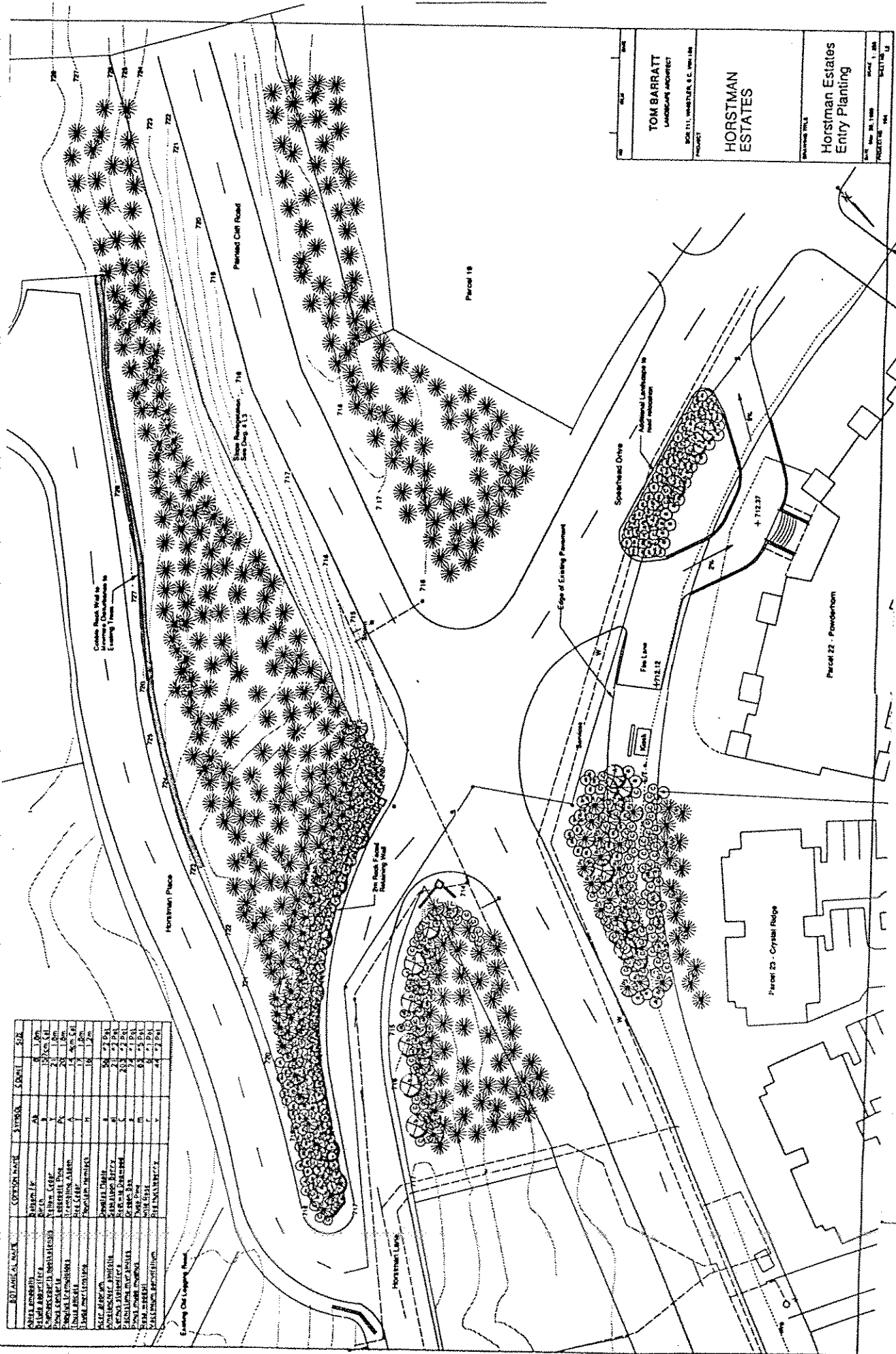
July 27, 1989

Parcel Area: 633,119 sqft

Lot	Lot Area (sqft)	Lot Frontage (ft)	Allowable Gross Floor Area (sqft)	Allowable Height (ft)
1	7,270	88	2,545	30
2	7,011	71	2,454	30
3	7,625	66	2,669	30
4	8,050	62	2,818	30
5	12,216	118	4,276	30
6	17,814	145	4,500	30
7	11,506	77	4,027	30
8	11,614	81	4,065	30
9	9,481	75	3,318	30
10	10,474	70	3,666	30
11	17,620	80	4,500	30
12	17,136	71	6,000	35
13	22,044	106	6,500	35
14	26,662	178	6,500	35
15	46,230	68	10,000	35
16	21,786	46	6,500	35
17	8,127	68	2,844	30
18	9,015	77	3,155	30
19	11,463	82	4,012	30
20	14,951	105	5,000	30
21	15,640	120	4,000	30
22	16,415	104	4,000	30
23	12,895	74	4,513	30
24	11,819	76	4,137	30
25	14,715	127	4,000	30
26	13,654	97	4,779	30
27	9,755	82	3,414	30
28	10,177	78	3,562	30
29	11,480	77	4,018	30
30	20,959	194	6,465	35
31	17,548	147	6,142	35
32	26,339	212	9,219	35
33	29,922	129	10,000	35
Total	509,413		157,597	

SCHEDULE E

PLANT NAME	COMMON NAME	SYMBOL	QUANTITY	SIZE
ALB. BIRCH	BETULA ALBA	AB	6	1 1/2"
AM. BIRCH	BETULA PUMILA	AB	10	1 1/2"
AM. HEMLOCK	TSUGA CANADENSIS	TH	2	1 1/2"
AM. LARCH	LARIX LARicina	LA	2	1 1/2"
AM. PINE	PINUS RESINOSA	PA	2	1 1/2"
AM. SPRUCE	PICEA MARIANA	PM	2	1 1/2"
AM. WHITE PINE	PINUS STROBILIFERA	PS	2	1 1/2"
AM. YEW	TAXUS CANADENSIS	TC	2	1 1/2"
ASH	FRAXINUS AMERICANA	FA	2	1 1/2"
BALD PATEL	QUERCUS ALBA	QA	2	1 1/2"
BALD PATEL	QUERCUS PRINCEPIANA	QP	2	1 1/2"
BALD PATEL	QUERCUS RUBRA	QR	2	1 1/2"
BALD PATEL	QUERCUS SP. 1	Q1	2	1 1/2"
BALD PATEL	QUERCUS SP. 2	Q2	2	1 1/2"
BALD PATEL	QUERCUS SP. 3	Q3	2	1 1/2"
BALD PATEL	QUERCUS SP. 4	Q4	2	1 1/2"
BALD PATEL	QUERCUS SP. 5	Q5	2	1 1/2"
BALD PATEL	QUERCUS SP. 6	Q6	2	1 1/2"
BALD PATEL	QUERCUS SP. 7	Q7	2	1 1/2"
BALD PATEL	QUERCUS SP. 8	Q8	2	1 1/2"
BALD PATEL	QUERCUS SP. 9	Q9	2	1 1/2"
BALD PATEL	QUERCUS SP. 10	Q10	2	1 1/2"
BALD PATEL	QUERCUS SP. 11	Q11	2	1 1/2"
BALD PATEL	QUERCUS SP. 12	Q12	2	1 1/2"
BALD PATEL	QUERCUS SP. 13	Q13	2	1 1/2"
BALD PATEL	QUERCUS SP. 14	Q14	2	1 1/2"
BALD PATEL	QUERCUS SP. 15	Q15	2	1 1/2"
BALD PATEL	QUERCUS SP. 16	Q16	2	1 1/2"
BALD PATEL	QUERCUS SP. 17	Q17	2	1 1/2"
BALD PATEL	QUERCUS SP. 18	Q18	2	1 1/2"
BALD PATEL	QUERCUS SP. 19	Q19	2	1 1/2"
BALD PATEL	QUERCUS SP. 20	Q20	2	1 1/2"
BALD PATEL	QUERCUS SP. 21	Q21	2	1 1/2"
BALD PATEL	QUERCUS SP. 22	Q22	2	1 1/2"
BALD PATEL	QUERCUS SP. 23	Q23	2	1 1/2"
BALD PATEL	QUERCUS SP. 24	Q24	2	1 1/2"
BALD PATEL	QUERCUS SP. 25	Q25	2	1 1/2"
BALD PATEL	QUERCUS SP. 26	Q26	2	1 1/2"
BALD PATEL	QUERCUS SP. 27	Q27	2	1 1/2"
BALD PATEL	QUERCUS SP. 28	Q28	2	1 1/2"
BALD PATEL	QUERCUS SP. 29	Q29	2	1 1/2"
BALD PATEL	QUERCUS SP. 30	Q30	2	1 1/2"
BALD PATEL	QUERCUS SP. 31	Q31	2	1 1/2"
BALD PATEL	QUERCUS SP. 32	Q32	2	1 1/2"
BALD PATEL	QUERCUS SP. 33	Q33	2	1 1/2"
BALD PATEL	QUERCUS SP. 34	Q34	2	1 1/2"
BALD PATEL	QUERCUS SP. 35	Q35	2	1 1/2"
BALD PATEL	QUERCUS SP. 36	Q36	2	1 1/2"
BALD PATEL	QUERCUS SP. 37	Q37	2	1 1/2"
BALD PATEL	QUERCUS SP. 38	Q38	2	1 1/2"
BALD PATEL	QUERCUS SP. 39	Q39	2	1 1/2"
BALD PATEL	QUERCUS SP. 40	Q40	2	1 1/2"
BALD PATEL	QUERCUS SP. 41	Q41	2	1 1/2"
BALD PATEL	QUERCUS SP. 42	Q42	2	1 1/2"
BALD PATEL	QUERCUS SP. 43	Q43	2	1 1/2"
BALD PATEL	QUERCUS SP. 44	Q44	2	1 1/2"
BALD PATEL	QUERCUS SP. 45	Q45	2	1 1/2"
BALD PATEL	QUERCUS SP. 46	Q46	2	1 1/2"
BALD PATEL	QUERCUS SP. 47	Q47	2	1 1/2"
BALD PATEL	QUERCUS SP. 48	Q48	2	1 1/2"
BALD PATEL	QUERCUS SP. 49	Q49	2	1 1/2"
BALD PATEL	QUERCUS SP. 50	Q50	2	1 1/2"



TOM BARRATT
LANDSCAPE ARCHITECT

208 111 WASHINGTON S.E. 4TH FLOOR
MEMPHIS, TN 38103

HORSTMAN
ESTATES

DATE: 08/18/88
PROJECT: HORSTMAN ESTATES ENTRY PLANNING

EXHIBIT E

PROPOSED ENCUMBRANCES AND COVENANTS

EXPLANATORY PLAN OF EASEMENT
OVER PORTION OF STRATA LOT 16
OF STRATA PLAN V.R.

D.L.'s 3903 AND 4214, GP. 1, N.W.D.

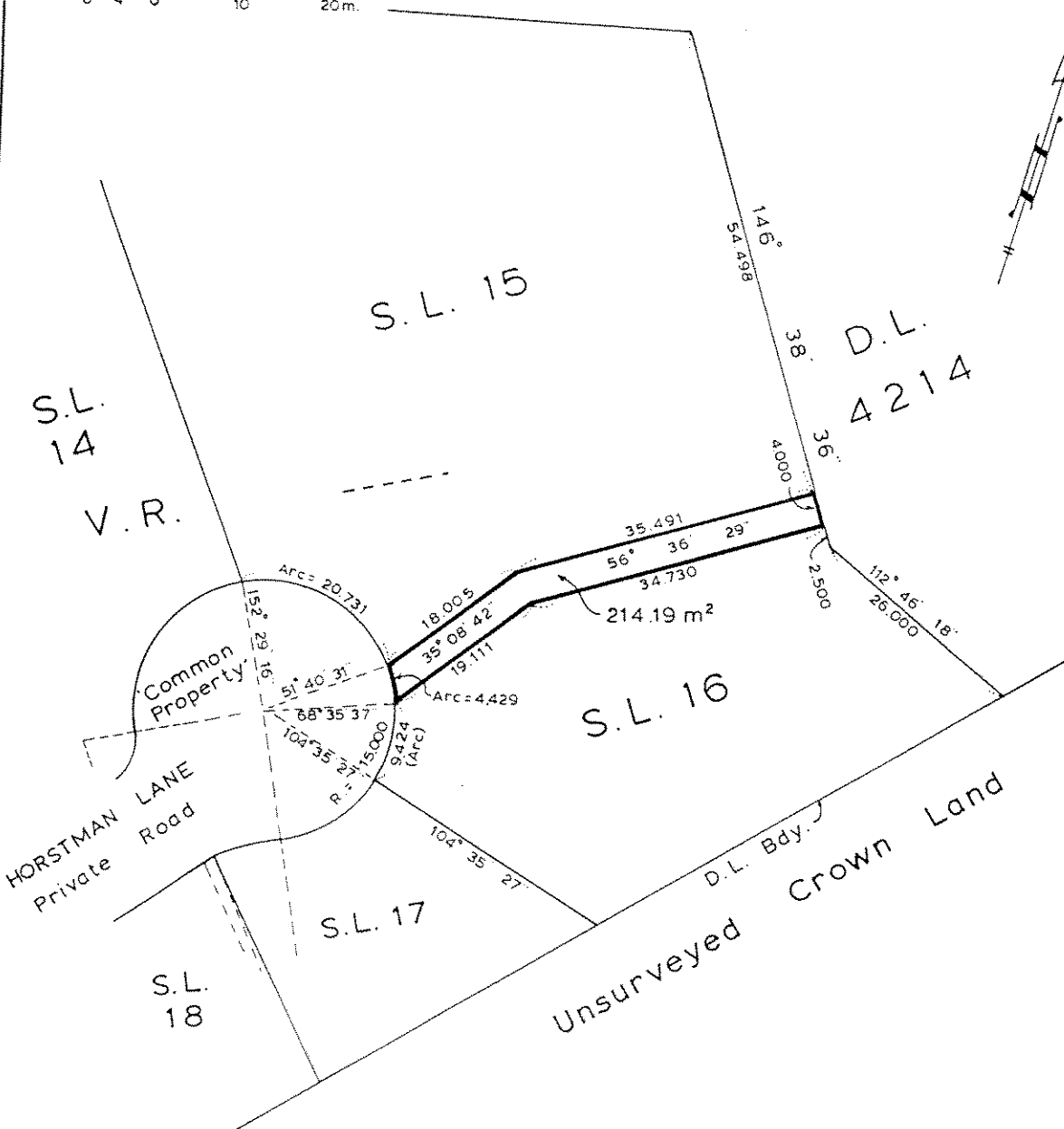
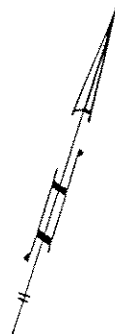
For Skier & Pedestrian Access Purposes:

Scale: 1:500 m.

B.C.G.S. 92J-016-1-2

Deposited in the Land Title
 Office at Vancouver, B.C.
 this day of 198

Registrar



BEARINGS ARE ASTRONOMIC AND
 DERIVED FROM STRATA PLAN V.R.

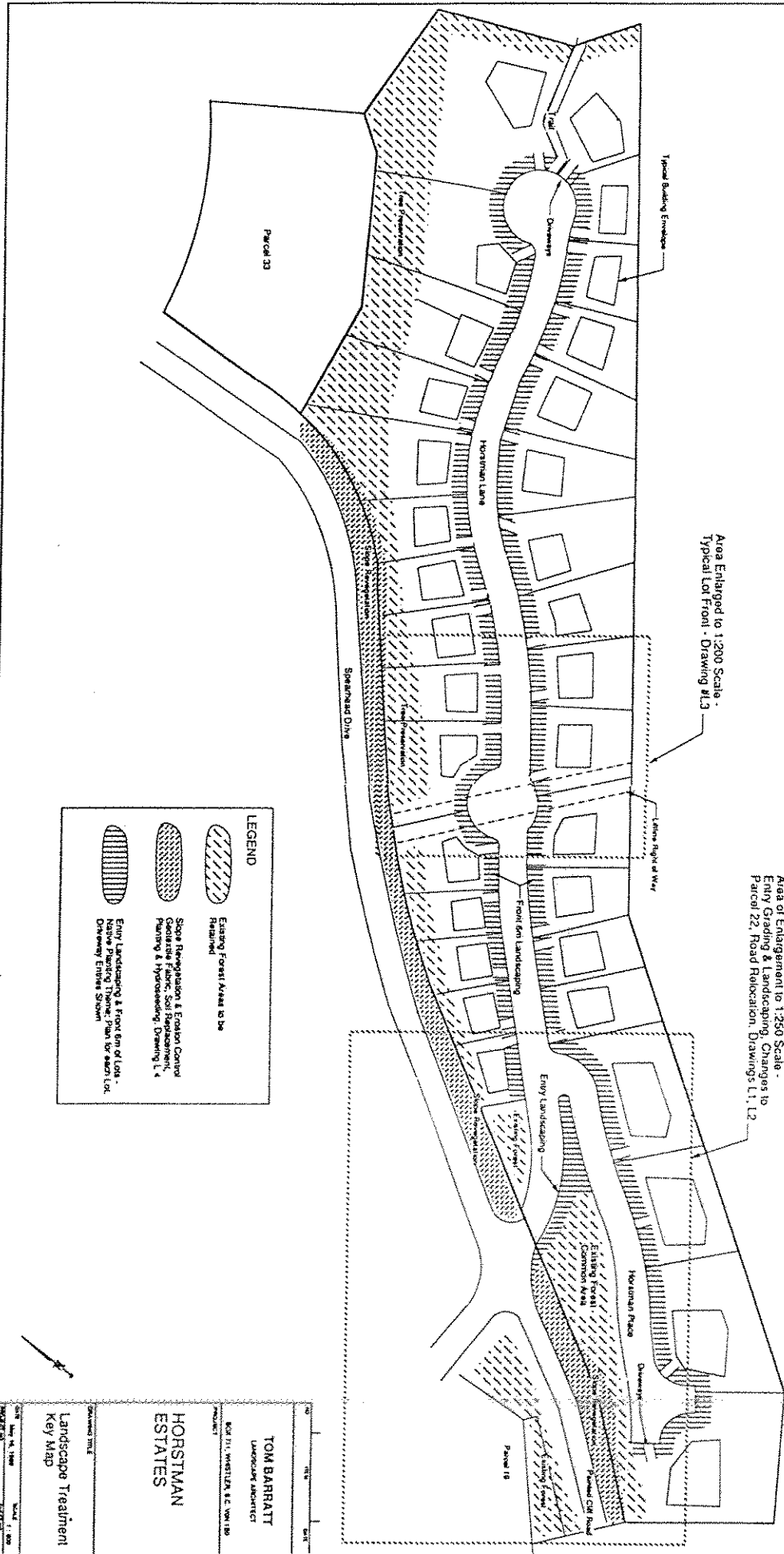
Certified correct according to
 Land Title Office Records

[Signature]
 B.C.L.S.
 JULY 31st., 1989.
 DATE

This plan lies within the
 'SQUAMISH - LILLOOET'
 Regional District

HERMON, BUNBURY & OKE
 DOM. & B.C. LAND SURVEYORS
 VANCOUVER & WHISTLER, B.C.

SCHEDULE D



EXPLANATORY PLAN OF EASEMENT

OVER PORTIONS OF STRATA LOTS

25 AND 26 OF STRATA PLAN V.R.

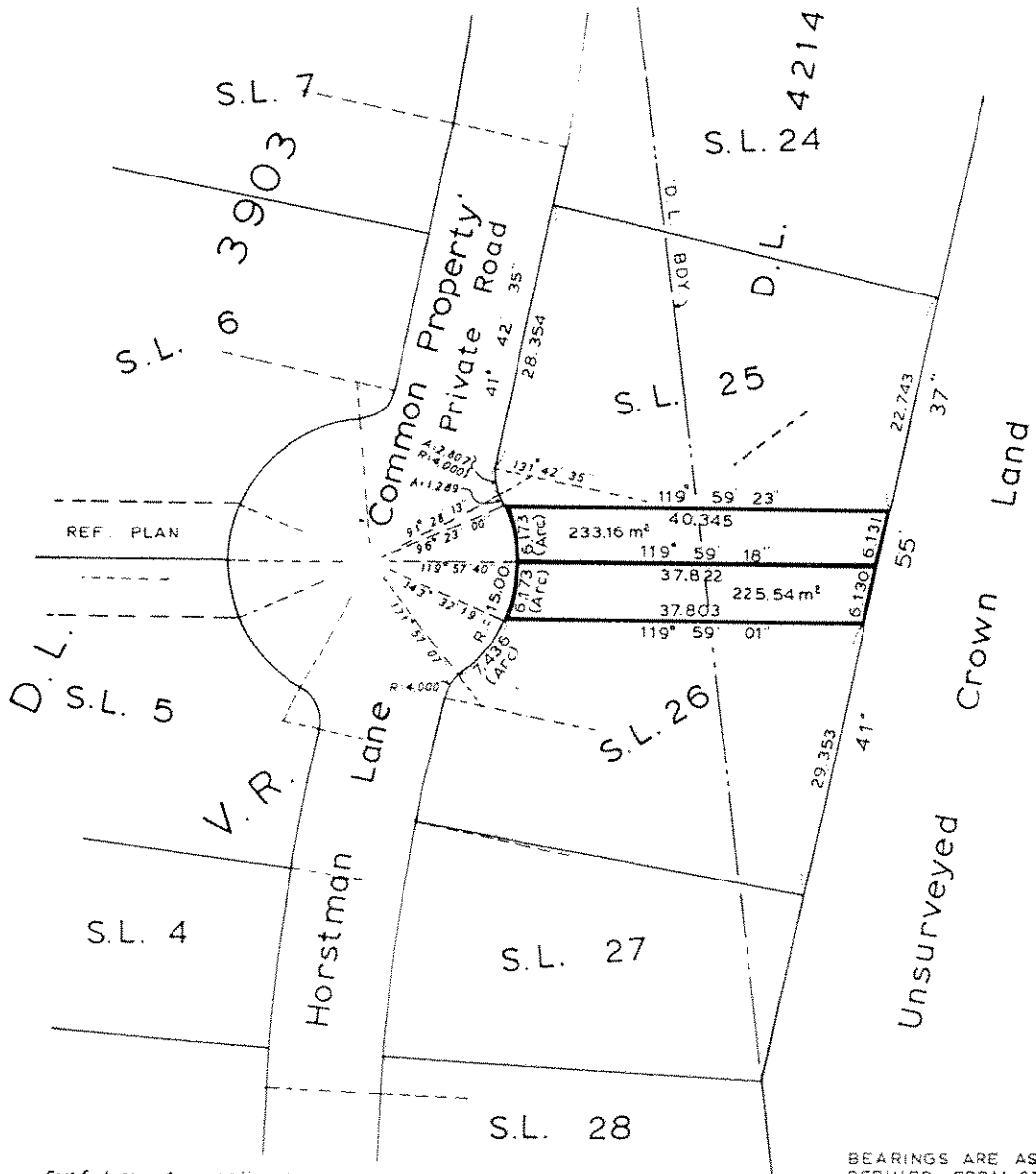
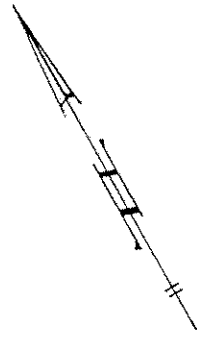
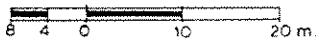
D.L's 3903 AND 4214, GP. 1, N.W.D.

For Skier Access Purposes: B.C.G.S. 92J-0161-2

Deposited in the Land Title
Office at Vancouver, B.C.
this day of 198

Registrar

SCALE: 1: 500 m.



Certified correct according to
Land Title Office Records:

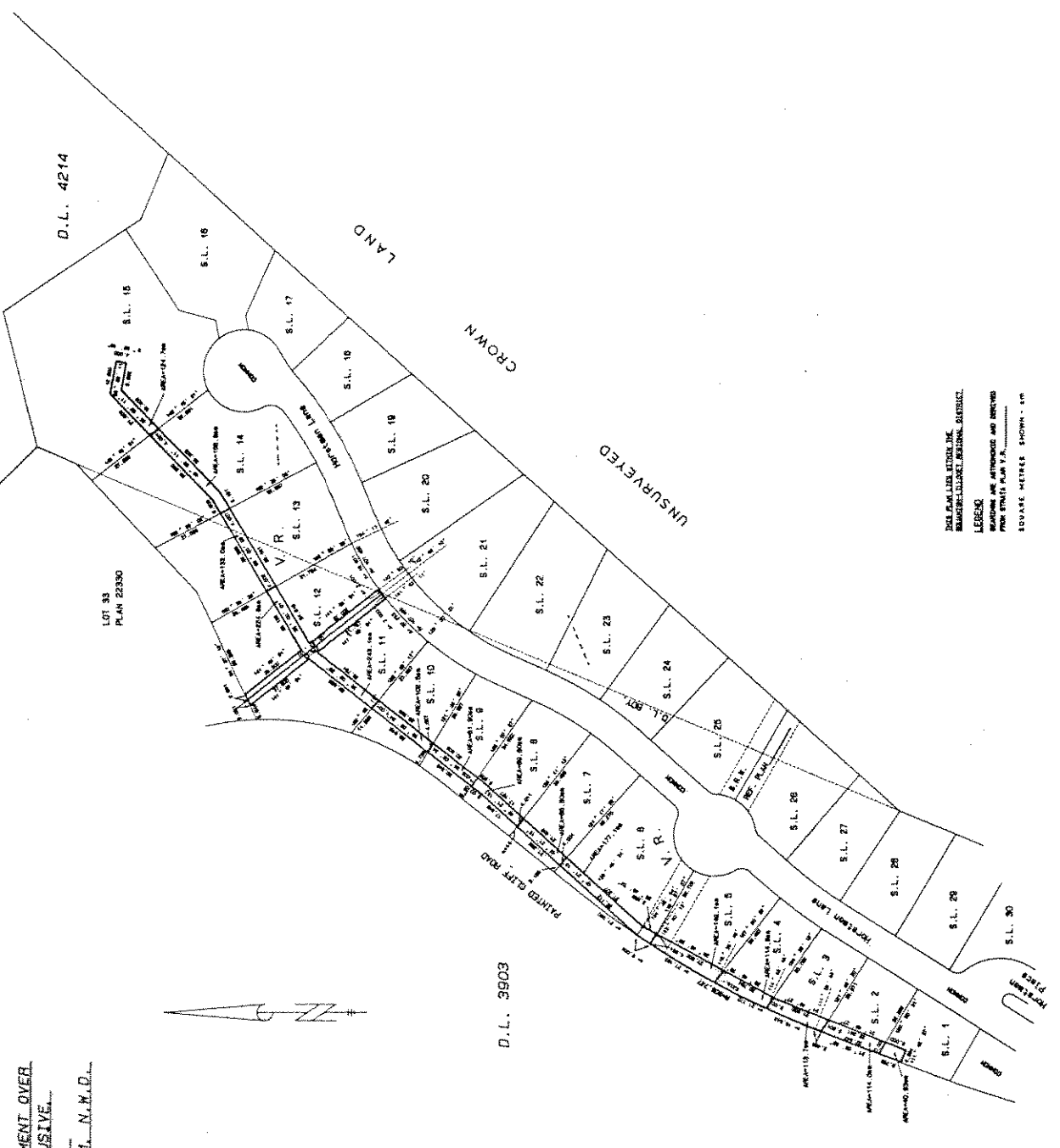
BEARINGS ARE ASTRONOMIC AND
DERIVED FROM STRATA PLAN V.R.

George McDiarmid
S.C.S.
DATE

This plan lies within the
'SQUAMISH - LILLOOET'
Regional District

HERMON, BUNBURY & OKE
DOM. & B.C. LAND SURVEYORS
VANCOUVER & WHISTLER, B.C.

PLAN
 REGISTERED IN THE LAND TITLE OFFICE
 AT JACOBURG, S.C. ON THE
 DAY OF



EXPLANATORY PLAN OF EASEMENT OVER
 STRATA LOTS 1 TO 15 INCLUSIVE.
 STRATA PLAN V.R.
 D.L.S. 3903 & 4214, GP. 1, N.M.D.
 FOR SAME PURPOSES
 R.C.S.S. 202, 01A
 SCALE 1:750 (METRIC)
 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90 95 100

D.L. 3903

D.L. 4214

REGISTERED SURVEYOR GENERAL IN
 SOUTH AFRICA
 [Signature]
 S.L.L.
 ALL PA. 1998

THE PLAN LIES WITHIN THE
 MUNICIPALITY OF JACOBURG DISTRICT
 LOCAL MUNICIPALITY
 MEASUREMENTS AND DISTANCES
 FROM STRATA PLAN V.R.
 SQUARE METRES SHOWN - 1m

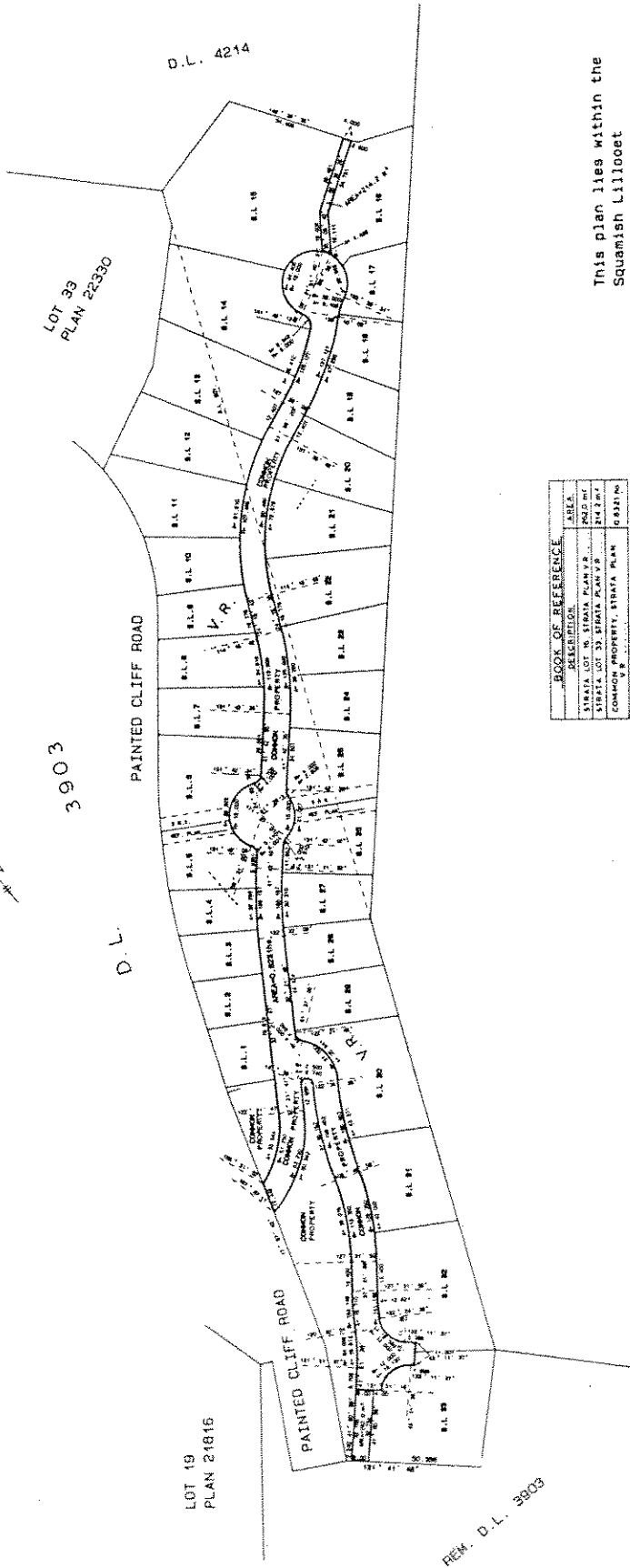
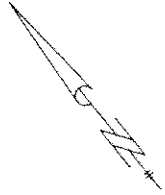
NOTICE: SURVEY & SITE
 PROFESSIONAL LAND SURVEYING AND MEASUREMENTS
 JACOBURG AND WETTER, S.C.
 1-8877
 4-1022

REGISTERED IN THE LAND TITLE OFFICE AT VANCOUVER, B.C. THIS PLAN WAS FILED ON

REAR VIEW

EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY THROUGH STRATA LOTS 16 & 33 AND COMMON PROPERTY STRATA PLAN V.R. D.L. 3903 & 4214. GP 1, N.M.D. FOR UTILITY PURPOSES. S.L.S. 823,018

SCALE - 1:1000 METRIC
0 5 10 20 40
ALL DISTANCES GIVEN ARE IN METERS.



BOOK OF REFERENCE	
DESCRIPTION	ABLE
STRATA LOT 16 STRATA PLAN V.R. 21816	21816
STRATA LOT 33 STRATA PLAN V.R. 22330	22330
COMMON PROPERTY, STRATA PLAN V.R. 21816	21816

This plan lies within the Squamish Lillooet Regional District.

Certified correct according to 'Land Title Office' records.

Bearings are astronomic and derived from Strata Plan V.R. _____

HENOCK SHAWLEY & CO.
PROFESSIONAL LAND SURVEYORS AND ENGINEERS
VANCOUVER AND WESTLAK, B.C.
J-30077 N-1821

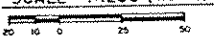
[Signature]
H.S.L.S.

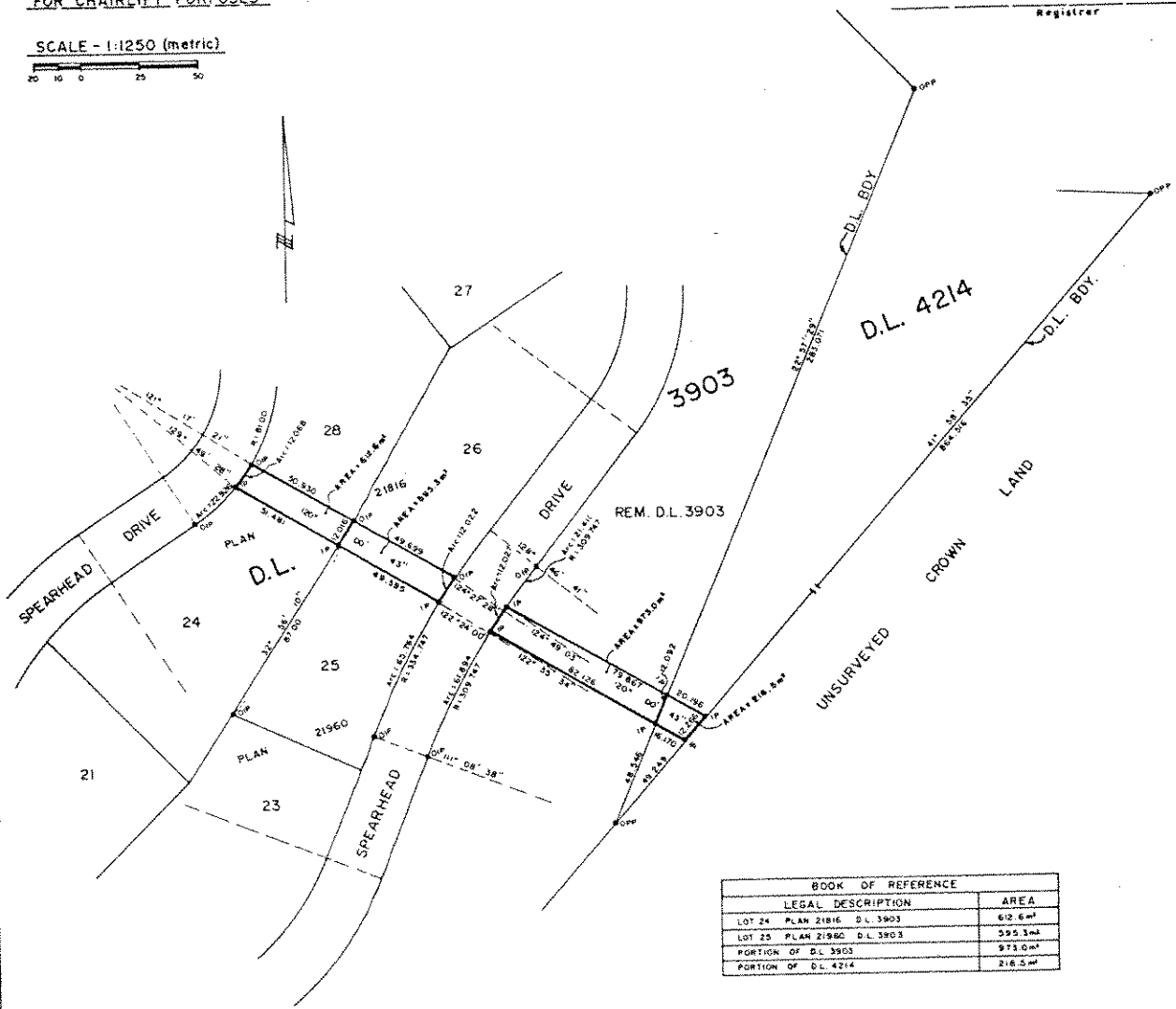
July 24th 1989
D.A.E.

REFERENCE PLAN OF STATUTORY RIGHT-OF-WAY
 OVER PORTIONS OF LOT 24 PLAN 21816, LOT 25
 PLAN 21960, BOTH OF D.L. 3903 AND PORTIONS OF
 D.L. 3903 AND D.L. 4214, ALL OF GROUP I, N.W.D.
 B.C.G.S. 92J.016
 FOR CHAIRLIFT PURPOSES.

PLAN

Deposited in the Land Title Office
 at Vancouver, B.C. on the
 day of _____, 1988

SCALE - 1:1250 (metric)




BOOK OF REFERENCE	
LEGAL DESCRIPTION	AREA
LOT 24 PLAN 21816 D.L. 3903	612.6m ²
LOT 25 PLAN 21960 D.L. 3903	335.3m ²
PORTION OF D.L. 3903	973.0m ²
PORTION OF D.L. 4214	218.5m ²

Legend:-

- Bearings are Astronomic and derived from Plan 21816
- Old Iron Posts found ... shown - + OIP
 - Old Lead Plugs - ... - + OLP
 - Iron Posts set ... - + IP
 - Lead Plugs - ... - + LP
 - Old Pipe Post found ... - OPP

I, A.C. Bunbury, a British Columbia Land Surveyor, of Whistler, in British Columbia, certify that I was present at and personally superintended the Survey represented by this Plan and that the Survey and Plan are correct. The Survey was completed on the 28th day of November 1988.

THIS PLAN LIES WITHIN THE
 SQUAMISH-LILLOOET REGIONAL DISTRICT

HERMON, BUNBURY & OKE,
 PROFESSIONAL LAND SURVEYORS & ENGINEERS,
 VANCOUVER & WHISTLER, B.C.

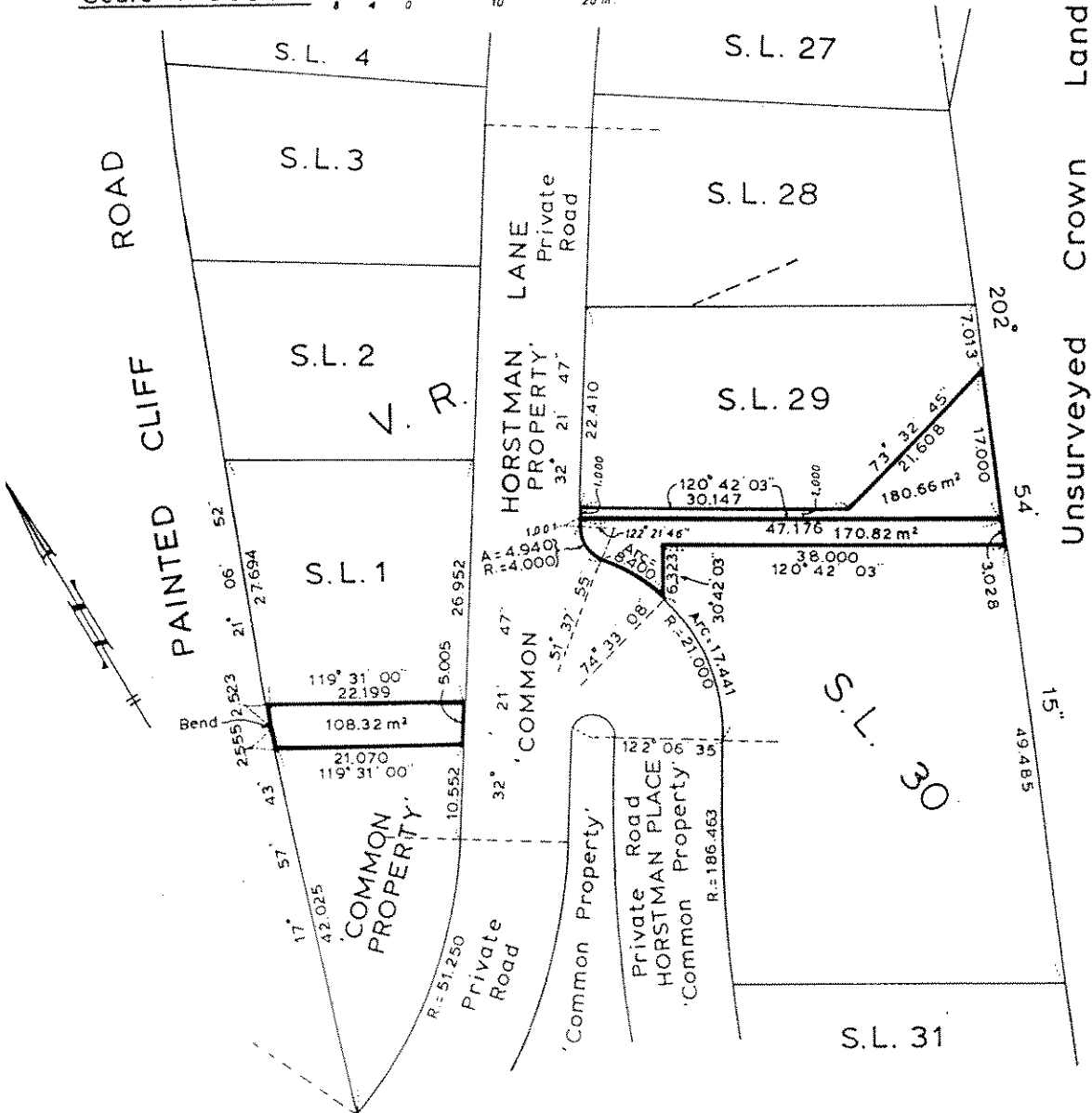
EXPLANATORY PLAN OF
STATUTORY RIGHT-OF-WAY OVER
PORTIONS OF STRATA LOTS 29 And 30
AND THE COMMON PROPERTY OF
STRATA PLAN V.R. _____, D.L.'s 3903
AND 4214, GP. 1, N.W.D. B.C.G.S. 92J-016-12

Deposited in the Land Title
 Office at Vancouver, B.C.
 this ____ day of _____ 198__

Registrar

For Utility Purposes:

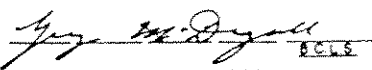
Scale: 1: 500 m. 



Certified correct according to
 Land Title Office Records.

BEARINGS ARE ASTRONOMIC
 AND DERIVED FROM STRATA
 PLAN V.R. _____

BOOK OF REFERENCE	
DESCRIPTION	AREA
STRATA LOT 29, V.R. _____	180.66m ²
STRATA LOT 30, V.R. _____	170.82m ²
COMMON PROPERTY, V.R. _____	108.32m ²


 B.C.L.S.
 JULY 28th., 1989.
 DATE

This plan lies within the
'SQUAMISH-LILLOOET'
 Regional District

HERMON, BUNBURY & OKE
 P.O.M. & B.C. LAND SURVEYORS
 VANCOUVER & WHISTLER, B.C.