

SCHEDULE “B”**CONSTRUCTION PROVISIONS – DESIGN GUIDELINES**

Sunshine Valley Grove

1. Unless specifically permitted in writing by the Landlord, no person will commence any improvements of any sort, including, without limitation, any:

- (a) excavation or removal of any fill or ground cover;
 - (b) construction or placement of any buildings or other structures or improvements of whatsoever nature; or
 - (c) landscape improvements – ie installing rock walls, sod, gardens;
- (collectively or individually herein referred to as “**Improvements**”)

on any of the Leased Premises or Easement Areas (in this Schedule being referred to as a “**Lot**”) without first complying with the provisions set out herein and in the Design Guidelines (as hereinafter defined) and obtaining all approvals contemplated hereunder from the Landlord or appointed Building Inspector.

2. Prior to making any Improvement, 2 sets of the plans, specifications and copies of CSA Certifications or other standards as approved by the Landlord for pre-built homes (if applicable) (the “Plans and Specifications”) therefor shall be submitted to the Landlord along with the appropriate review fee (as provided for in the Design Guidelines), or its designated approving agent from time to time (the Landlord and designated agent being hereinafter referred to as the “Landlord” where the context so requires) for the Landlord’s prior written approval.

3. Applications for building permits must be submitted on the forms specified by the Landlord, must be signed by the Tenant(s) of the Leased Premises and must be accompanied by:

- (a) a proposal which includes exterior plans, elevations and specifications setting forth all materials to be used including specification of colour of exterior finish and specification of roofing materials to be used with details as to the qualities of all materials and building plans in duplicate of the proposed Improvement, including front and side views, floor plans and showing the location of the proposed Improvement on the lot with respect to the existing topography, finished ground elevations, and boundaries of such lot, and the particulars of the Improvement to be done in connection with such proposal,
- (b) a written statement as to the intended use or uses of the Improvement,
- (c) copies in duplicate of the specifications and scale drawings of the building showing, (These drawings must be approved and stamped at the Tenant(s) expense, by a Professional Engineer or a Professional Architect if applicable):
 - (i) the dimensions of the building
 - (ii) the dimensions of the land on which the building is, or is to be situated,

- (iii) the position, height and horizontal dimension of the buildings on the land
- (iv) plan showing removal of any trees
- (v) plan showing location of driveway and any culverts required
- (vi) Owner Builder Declaration and Disclosure Notice: As required by the *Homeowner Protection Act*, an owner builder must complete this form
- (vii) a Liability Waiver signed by the Tenant(s) that releases the Landlord from liability in regard to the granting of permission to build
- (viii) all Improvements built on the Leased Premises must comply with the snow load and wind load design data provided by the Landlord
- (ix) no Improvement shall be constructed on the Leased Premises unless it complies with the British Columbia Building Code, CSA or other standards that have been approved by the Landlord for pre-fabricated homes, and/or the Sunshine Valley Developments Construction Provisions and Design Guidelines, as amended from time to time.
- (x) such other information as is necessary to illustrate all essential features of the design of the building
- (xi) Any building with a floor plan exceeding 1000 sf will be required to have an approved foundation ie; Strip Form Walls or Footings. The base of these foundations must be no less than 24” across and be set no less than 28” in depth from finished grade.

4. The Landlord shall receive and consider the Plans and Specifications in a timely manner and either grant or reject approval of such Plans, or make recommendations for alterations of such Plans, provided always that such approval is in the sole and absolute discretion of the Landlord.

5. Plans submitted to the Landlord shall be prepared in accordance with, and shall comply in all respects with, the Design Guidelines as determined and modified from time to time by the Landlord in its sole discretion (the “**Design Guidelines**”).

6. No alterations, modifications or repair to, or any reconstruction of, any Improvements constructed which has been approved by the Landlord pursuant to the terms hereof shall be made without the approval in writing of the Landlord and the approval criteria and procedures herein shall apply to all such alterations and modifications.

7. If any tenant commences construction or placement of any Improvements on a Lot after complying with the requirements set out herein, such person shall not discontinue the construction of such Improvements but will continue diligently to complete the same in all respects in accordance with the approved Plans and Specifications provided however that such person will not be in breach of this restriction if such construction is interrupted by reason of strike, lockout, labour dispute, act of God, inability to obtain labour or materials or both, enemy or hostile action, civil commotion, fire or other casualty provided that such person takes such steps as are available to it to minimize the effect of such occurrences and diligently recommences construction after each such occurrence.

8. Once commenced, all construction including all exterior finishing must be completed within 24 months from the date of such commencement.
9. Following approval of the Plans and Specifications, no construction of Improvements will be commenced or carried out on any Lot except in:
- (a) accordance with the approved Plans and Specifications; and
 - (b) compliance with all applicable laws, ordinances, rules, regulations or orders of governmental or municipal authorities.
10. The provisions hereof will be in addition to, but not in substitution for, any generally applicable laws, ordinances, rules, regulations or orders of governmental or municipal authorities.
11. No tenant carrying out any works upon any Lot shall damage roads, driveways, landscape elements, telephone lines, electrical distribution equipment or other utilities (the “**Services**”) and if any damage occurs or is caused:
- (a) the Landlord may either repair such damage and charge such tenant all costs incurred inclusive of an administration fee of 15% of such costs or deliver written notice to the tenant of the Lot to repair and replace the Services if so damaged; and
 - (b) if such tenant refuses or neglects to repair or replace the Services, the Landlord may undertake such repairs and replacement and such tenant shall indemnify the Landlord against the cost of all repairs (inclusive of an administration fee of 15% of such costs) which the Landlord shall make.
12. Each tenant acknowledges that with regard to:
- (a) the Development Lands, there will be, from time to time, related construction noise, dust and dirt tracks on roadways;
 - (b) the construction, operation and maintenance of the Development Lands, there will be, from time to time, noise related to construction, operation and maintenance,

and such activities shall not constitute a nuisance.

13. No Improvements shall be occupied by a person or persons until such Improvement is complete and final approval has been obtained from the Landlord or his appointed Building Inspector. For Pre-built homes, CSA Certification or other certification acceptable to the Landlord or his appointed Building Inspector, must be approved before occupancy. For new construction built on site, an occupancy permit signed by your engineer or the Landlords appointed Building Inspector is required for final approval. The Landlord or his appointed Building Inspector must inspect and sign off on each stage of construction, in order for the appointed Building Inspector to provide a final Occupancy Permit. Inspections are required for:
- (a) Forms
 - (b) Site Servicing
 - (c) Drain Tile, Damp Proofing, Storm Outfall – Sewer and Water Service

- (d) Rough Plumbing and Heating
- (e) Framing
- (f) Insulation
- (g) Final Plumbing and Heating
- (h) Final Approval – Occupancy Permit

14. If any provision or provisions set out herein are found by any Court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void then such provision or provisions will be deleted herefrom (except where such provision or provisions are by cross-reference incorporated into another provision and such other provision is not similarly found to be illegal, invalid or otherwise unenforceable or void) and the provisions hereof will be construed as though such provision or provisions go deleted where never included herein.

15. The Landlord will not be liable for, and each of the tenants of the Lot from time to time will indemnify and save harmless the Landlord in respect of, any loss, cost, claim and damage arising out of the approval or deemed approval of any Plans and Specifications in accordance herewith and the Landlord will not be liable for:

- (a) any failure to enforce any of the provisions herein contained; or
- (b) any diminution in value of any Lot as a result of the creation of, or modification or amendment to, any Design Guidelines.

16. On Sunshine Valley Grove sites HG121 - HG189 and Sunshine Valley Lake & Mountain View sites LMV1 – LMV9 erection or placement of permanent structures is allowed under the following Guidelines, either of;

- (a) Lots HG121 – HG177 Construction of a single cabin/home with a maximum living floor area of 1300 sq. ft., maximum 2 levels total(1 plus loft)above basement, maximum structure height 28 ft.- maximum footprint of all roof coverings including accessory buildings not to exceed 1/3 of lot area for full-time or part-time living accommodation.
- (b) HG178, HG179, HG180B, HG181B, HG182, HG183B, HG184B, HG185B, HG186B, HG187C, HG188B, HG189 Construction of a single cabin/home with a maximum living floor area of 1300 sq. ft. , maximum 1 level total plus a carport/garage of maximum 300 sq. ft., maximum structure height 17 ft. – maximum footprint of all roof coverings including accessory building not to exceed 40% of the lot area for full-time or part-time living accommodation.
- (c) Lots LMV1 to LMV9 Construction of a single cabin/home with a maximum living floor area of 1500 sq. ft., maximum 2 levels total above basement plus a carport/garage of maximum 400 sq. ft., maximum footprint of all roof coverings including accessory buildings not to exceed 1/3 of lot area for full-time or part-time living accommodation. For Lots LMV1 to LMV4 maximum structure height 28 ft. above lowest grade on Lot. For Lots LMV5 to LMV9 maximum structure height 28 ft. above average grade on Lot.

- (d) Or, any lot, Placement of a single “Tiny Home” or “Modular Home” with a maximum floor area of 600 sq. ft. per level, maximum 2 levels total (including Loft), maximum footprint of all roof coverings including accessory buildings not to exceed 1/3 of lot area for full-time or part-time living accommodation. Home must have one of the following certifications; CSA Z240 MH Series, CSA Z240 RV Series, CSA Z241 Park Model Trailer, CSA A-277 or other standard that is acceptable to the Landlord, at the Landlord’s sole discretion. Improvements are required to connect to Sewer, Water and Hydro services provided or alternative servicing or waste management systems (eg. compost toilets, solar panels) with approval of Landlord, provided that it meets guidelines for proper installment and maintenance of the alternative servicing or waste management system (eg. see <https://www.egbc.ca/News/Articles/Provincial-Manual-of-Composting-Toilet-and-Greywat>) and has received any and all permits required by the provincial or municipal government to ensure health and safety standards and which permits have been received and approved by the Landlord, at the Landlord’s sole discretion. Standard RV’s, Motorhomes and Mobile Homes that are used for full or part-time accommodation are NOT permitted on any Sunshine Valley Grove lots and must be placed in an existing subdivision that permits their use. (ie Huckleberry East/West or Sumallo Village).

17. Metal Roofing only is permitted. Colours should blend in with the surrounding environment - browns, greens, or shades thereof. Exterior material for buildings should blend in with the surrounding environment - "natural products", such as wood or wood “look”, stone, etc.

18. Improvements on a leased lot shall not be erected less than:

- (a) 25 feet from the frontage road boundary (in order to leave room to park on your property);
- (b) 10 feet from the flanking road boundary;
- (c) 10 feet from the rear of each Lot;
- (d) On Lots HG121 to HG188 and LMV1 to LMV4, 5 feet from one side and 7 feet from the opposite side of each Lot. If a neighboring Tenant has already constructed or begun construction with a setback of 5 feet, the neighboring Lot maximum set back from the side is 7 feet in order that there are no 5 foot setbacks side by side (to reduce the risk of fire transferring from one building to another) on Lots LMV5 to LMV9, 10 feet from the side of each Lot,

unless otherwise approved in writing by the Landlord. At no time shall snow from an Improvement’s roof fall onto a neighbouring lot. The Landlord reserves the right to order the installation of snow brakes upon the roofs of improvements if snow coming off the roof of said improvement exits the tenant’s lot.

19. Accessory buildings shall be situated in the rear portion of each lease lot, except carports or garages, which must be in compliance with paragraph (17) hereof.

- (a) Sheds that are less than 100 sq. ft. in area may be setback 5 feet from the rear and side boundaries of the lease lot with permit unless otherwise approved in writing by the Landlord. At no time shall snow from an Improvement’s roof fall onto a neighbouring lot.
- (b) No garden storage sheds or greenhouses shall be permitted on any Lots unless situated in yard areas with low visibility from the foreshore and any such sheds and greenhouses built must be

architecturally compatible with the main residence and are subject to the Design Guidelines as defined in Schedule “B” and approval by the Landlord.

- (c) Fencing of any site may be permitted upon approval in writing from the Landlord. Maximum height of fence is four (4) feet and fences should be constructed of wood or a material that looks like wood. No metal or chain-link fences will be allowed.
- (d) TV and Internet Satellite Dishes will be installed with setbacks noted in 17 above, and not so as to be an obstruction to neighbours.
- (e) Decks and decking are permitted and encouraged. All decks, decking and patios must conform to setback requirements in 17(a)(b)(c) unless a variance is provided by the Landlord.

20. No trees of any type or size may be removed from any site except with the prior written approval of the Landlord or its agent with the exception of branches and/or brush 4’ in diameter or less.. For Lots HG121 – HG139 there is a 7m “Green Zone” starting at the northern end of the lot going south 7 meters. In this area no brush nor trees of any size may be cut or removed by the Tenant(s) without the express written consent of the Landlord.

21. The site is restricted to a single building/living unit.

22. Tenants are not restricted to one lease of Improvements. Tenants having free use of multiple leases of contiguous site facilities may be able to combine them as one unit upon application to Landlord, but full fees and dues will continue to apply.

23. No failure or repeated failure on the part of the Landlord to enforce or require strict or literal compliance from the Tenant(s) of any one or more of the Landlord’s covenants and agreements contained herein, shall constitute or be deemed a waiver of the Tenant(s) rights at any time to demand strict compliance from the Tenant(s).

24. The Landlord, or its duly designated Agent, may at its sole discretion, provide a variance in writing from the Design Guidelines. All Guidelines must be strictly adhered to, unless a variance has been granted.

25. The Water Utility in Sunshine Valley Grove is currently served (or to be served) by a 100,000 gallon tank, which is filled by gravity flow from a creek/spring, treated and then gravity fed to all the lots in the Sub-Division. Water will be filtered and treated by UV and will quality will comply with the Fraser Health regulations.

- (a) Water lines must be installed a minimum of 3 feet below the surface. Each water tank must be retrofitted with a vacuum breaker on the water tank cold water inlet. Water must not be allowed to run in the winter in order to prevent pipes from freezing.
- (b) Water connections from Sunshine Valley Developments are at the lot line and it is the responsibility of the tenant to extend their connections to their improvements. Connection Fee’s are required.

26. Each Lot has its own Septic System installed (or to be installed) or a Sewer Connection at the lot line. The Septic/Sewer System is designed to handle the capacity of a home with 2 bedrooms, plus a den and 2 washrooms. Each individual system has been (will be) approved by Fraser Health. Approval documents are attached (will be) in Schedule 5 of the Disclosure Statement. The Sewer/Sewer System in each lot is

within its boundaries and it is the responsibility of the tenant of the lot to extend their connections to the improvements. Lake Mountain View Lots are responsible for the installation of their own Septic System at their own additional cost above the purchase price of the Improvement Lease.

(a) No dry outhouses may be installed.

27. The electrical system is provided by BC Hydro.. It is the responsibility of the Tenant(s) to extend their connections to their improvements and install an electrical meter. Additional connection may be required on the Tenant(s) lot at the cost of the Tenant(s). Connection Fee's are required by BC Hydro.

(a) Electrical Permit: Must be obtained from the BC *Safety* Authority and all work must be completed by a licensed electrician;

(b) A Final Electrical Permit Inspection will be required for a Final Building Inspection before occupancy is approved.

28. Surfacing of driveways is permitted but must not exceed 9' x 40' ie Paving stone, Asphalt or Concrete.

29. Construction Hours are Restricted to 9:00am to 6:00pm

30. Outdoor lights must be used with discretion and if so used be at a 45 degree angle downward and no larger than 60 watt standard bulb or 6 watt LED bulb. No strings of colored lights or spot lights are permitted unless shielded from the surrounding area. No lights of any kind are to be strung among or from trees, due to the possible fire hazard. Lights on walkways, stairs, decking and tables may be used, but they must be of low intensity and shielded from the disturbance to neighbours.

SCHEDULE “C”**RULES AND REGULATIONS**

1. No tenant or occupier of any Leased Premises and Easement Area (“**Tenant**”) (in this Schedule being referred to as a “**Lot**”) shall keep or permit to be kept, animals of any kind or description whatsoever, except for usual domesticated cats and dogs (pets), which pets shall be kept within the Tenant’s Lot boundary and not allowed to run free.
 - a. No livestock or animals or pets shall be kept, bred or reared for sale.
 - b. No more than a total of 2 pets may be kept and may be any combination of domesticated cats and dogs.
 - c. Domestic pets shall not be allowed to create a disturbance, or become a nuisance or hazard, and shall be limited in number, if, in fact, the numbers are causing a problem. Dogs shall be controlled at all times with a leash, while outdoors, except in open fields (playground is not an open field). No pets shall be allowed 'at large', or to stray anywhere in Sunshine Valley or to bother any person, bird or animal. Dog owners must clean up their animal’s droppings, especially in playgrounds, parking areas and roadways (except open fields and wild brush areas which are not a part of individual private property). Any pet that is not controlled as noted above, shall be deemed to be 'at large' within the meaning of this section.
2. No chickens, pigeons or facilities for birds or fowl are to be maintained or kept on any Lot.
3. To restrict the attraction of wildlife, trash cans on Lots must be stored preferably inside your home or in enclosed or screened areas. Composting on Lots is prohibited due to the attraction of wildlife. For those wishing to compost, the Landlord with may identify an area within Sunshine Valley away from residential areas where compost may be disposed of. If no official composting area is available within Sunshine Valley, Tenants may dispose of compost at the Hope Transfer Station for a fee of \$75.00/1,000 Kg (de-bagged) with a minimum charge of \$10.00.
4. All household type refuse should be disposed of by one or more of the following methods:
 - a. Take it to the Sunshine Valley transfer station located near the Hope Slide, on the south side of Hwy #3. This location accepts, household garbage in garbage bags, recycling in blue bags, flattened cardboard, scrap metal and tree branches (no stumps). There is also a small “freestore” where you may place items in good condition that can be reused.
 - b. Or for items not accepted at the Sunshine Valley transfer station, take it to the Hope Transfer Station.
5. Roads on the Common Areas will have a speed restriction of 10 kilometres per hour on single lane roads and 30 kilometres per hour on double lane roads and the Tenants will comply with such restrictions.
6. No goods of any kind may be stored on the driveways on Lots.
7. There shall be no parking of any heavy trucks, machinery or other similar equipment, either on any Lot or adjacent street to any Lot, except for the purposes of construction or Improvements. There is no parking in the pan handle roads provided for the 1st row of Tenants to access their lots. Signs shall be posted and the rule strictly enforced.

8. There shall not be stored, kept nor permitted to be kept or stored on any Lot or surrounding area or on any road or street adjoining any Lot, any junk, garbage, refuse or derelict motor vehicles, or any salvage materials, or goods intended for commercial use or sale, nor shall any waste or refuse be kept or stored on any Lot or surrounding area. Lots shall be kept in a “neat and tidy” manner. The Landlord may require that any clutter and/or garbage be removed immediately from the lot. Plastic tarps are allowed on a temporary basis (maximum 4 months per year), but discouraged for long term use.
9. OFF ROAD VEHICLE (ORV) registration with ICBC number plate display is mandatory on Common Areas and Crown land, including resource roads.

The following are the eligible ORV vehicle types identified by ICBC:

Golf carts
 Snow vehicles
 Snowmobiles
 All-terrain vehicles (ATV)
 Side by Sides
 Trucksters, and
 Restricted use motorcycles (RUMs)

If you operate an ORV on Common Property or forest service roads, you are required to have \$200,000 in third party liability insurance. This may be obtained from ICBC or other insurers. Proof of insurance must be carried with you.

The metal number plate or sticker must be clearly visible on the front, back or left exterior of the vehicle and securely fastened in a horizontal position. In the case of off-road motorcycles, a sticker may be attached in a vertical position on the left front fork with the first number/letter at the bottom of the fork.

A valid driver's licence is required to operate an ORV on forest service roads and Common Property. Helmets are mandatory at all times while riding all forms of ORV's on forest service roads and Common Property.

When crossing from the North – South side of Sunshine Valley with an ORV, Tenants and their Guests are required to use the tunnel provided by the Landlord under Hwy #3 and not cross the Highway.

There is zero tolerance for the operation of any motor vehicle on Crown Land, Common Property or anywhere in Sunshine Valley while impaired by alcohol, drugs or any other substance. In addition to any fines and penalties in this lease, anyone operating a motor vehicle of any type while impaired by any substance in Sunshine Valley will be reported to the RCMP and face criminal charges and penalties.

10. No Tenant shall cause, commit, suffer, authorize or permit any act of nuisance to emanate or originate from their Lot.
11. The Tenant accepts full responsibility for damage caused by himself, members of his family or his guests, to any building, equipment, forest or environs of the area.

12. Assigning, renting or other commercialization of facilities is prohibited without prior written authorization of Landlord.
13. Tenants may rent out their cabin/home for a maximum of 180 nights per year. Tenants must obtain a rental licence from the Landlord before renting their cabin/home. Tenants must on an annual basis show they are in good standing with any and all rental agencies they're using including but not limited to Airbnb, VRBO, Homeaway rental, craigslist, Kijiji, etc. In the event there are multiple complaints from other Tenants relating to the use and occupation of the cabin/home as a rental property and the problem(s) persists after the Landlord has delivered to the Tenant two separate notices of default, the Landlord may in its sole discretion revoke the rental licence upon 30 days written notice to the Tenant. If the Tenant continues to rent their cabin/home thereafter such behaviour shall be deemed a breach of the lease and the Tenant will be entitled to pursue all their rights and remedies as set out in Article 19 of this Lease.
14. No commercial businesses shall be operated on any Lot without the prior written consent of the Landlord.
15. Alcoholic beverages are to be confined to Tenant's facilities.
16. Outside Speakers, Radios, I-pods, Music etc. are not to be played so loud as to disturb others. Generators, if used, are to be muffed so as not to disturb others.
17. Hunting and/or Discharge of firearms and/or other weapons including, but not limited to; sling shots, air guns, bows and arrows, crossbows, or any similar items, is prohibited in Sunshine Valley. No person shall fire or explode any rocket, firecracker, roman candle or other combustible fireworks or explosive material in the area without the written permission of the Landlord.
18. Power boats up to 3 horsepower electric-type motors are allowed on the lake. Boat launch site is to be kept clear of boats, trailers and vehicles. Gas motors are NOT allowed at anytime.
19. Boats in disrepair must be removed from the lakes and recreational areas.
20. Burning of debris in Sunshine Valley Grove is NOT permitted at any time.
21. Campfires, when permitted, must be properly contained within a rock, brick, chimenea, steel drum, or like enclosure. Consult the 'Fire Regulation Sign' at the entrance to Sunshine Valley Village to learn whether a campfire or barbecue is permitted. The Landlord reserves the right to issue a complete fire ban on all Tenants Lots and Common Property at its sole discretion at any time.
22. A connected water hose, filled water bucket and a shovel must be readily available at all times while using a campfire or briquette barbecue.
23. During 'high' or 'extreme' dry spells, fires of any kind may not be permitted, including barbecues. If barbecues are permitted, they would be electric or propane. Use of paper, wood or briquettes would not be permitted.

24. Persons causing fires will be liable for all of the resulting costs, plus possible cancellation of this lease. The Sunshine Valley Fire Chief or a Sunshine Valley Developments representative will inspect sites periodically, to check campfire pits, chimneys, distance of trees from burning areas, etc., and Tenant must conform to the instructions of the Fire Chief or representative, for any corrections or adjustments required.
25. Trespassing on or in facilities belonging to other persons, on the surrounding leased area or the community of Sunshine Valley, without permission, is prohibited. This is intended to include the discharging of firearms from, onto and across such property, or any other activity causing disturbance.
26. Placement or construction of facilities or structures in parks, nature trails and buffer zones is prohibited. No trees or foliage may be removed from these areas.
27. No person shall utter any profane, threatening, insulting, indecent or abusive language, or commit any obscene act anywhere in Sunshine Valley.
28. No Tenant shall make or allow (as host), to be made, any noise which disturbs or tends to disturb the quiet, peace and enjoyment of persons in the vicinity
29. No person shall willfully or maliciously hinder or interrupt or allow to be hindered or interrupted, the said management or their engineers, surveyors, managers, contractors, servants, agents, workmen, or any of them in the exercise of any of the powers and authorities conferred upon them
30. Any member of management, and any servant of management, or any member of the police force, shall have the power to enforce any and all of the regulations set forth herein, and to order any person to obey the said regulations, and to remove from the area any person who may disobey and refuse to comply with any of these regulations.
31. Any Tenant or any member of his family or any of his guests who contravenes any of the regulations herein, or who obstructs or refuses to obey a servant or member of the Landlord or Management, or member of the police force, acting in accordance with his authority under these guidelines, shall be guilty of an offence and liable to fines, disciplinary action by the police or the Landlord, or any combination of them, which may lead to the eventual cancellation of this Lease Agreement.
32. The Landlord and management take no responsibility for accidents or sickness resulting from the use of any of the recreation facilities of Sunshine Valley, whether while swimming, riding on conveyance of any type, or any other activity whatsoever. All activities are understood to be engaged in at the person's own risk.
33. These regulations shall apply to the whole of Sunshine Valley wherever expedient or appropriate and are binding upon all Tenants as amended from time to time (as if such amendment were effective and existed at the date of the Tenant's Agreement), as the Landlord deems necessary and appropriate and conducive to the collective enjoyment of the property and recreation facilities of Sunshine Valley.

34. Parking of vehicles and/or trailers is to be confined to the defined parking areas on the Tenants Lot — off the roadways. Provisions must be made for adequate parking and or storage of trailers on the Tenant's Lot when making improvements. Parking areas are provided at the east end of Huckleberry Village, for VISITOR temporary parking only, if needed. No Tenant may park or store any vehicle or trailer in the visitor temporary parking areas. The Landlord reserves the right to remove any vehicle or trailer improperly parked in Visitor parking at the cost of the Tenant.
35. The Tenant is responsible for making arrangements for visitors/guests to gain access through the locked gates at the entrance of the Sunshine Valley Grove property access road at Highway No. 3. Sunshine Valley Developments Ltd. personnel will not open gates for them.
36. Laundry and other articles hung outside should be reasonably obscured from view, preferably at the rear of the site, and for short periods of time.
37. Service buildings are provided in the neighbouring sub-divisions, Huckleberry East and Huckleberry West with flush toilets, showers and wash basins for use of Grove Tenants.
38. No person shall climb, bark, peel cut, deface, remove, injure, root up or otherwise destroy or damage any tree, shrub, flower, fern, moss, root or grass planted, growing or being grown, or any fence, railing, building, seat or other items placed or erected therein, and no person shall suffer or permit any animal belonging to him or in his custody, to break down, or destroy or injure any tree standing. However, deadfalls may be gathered as firewood. Wood obtained from areas within Sunshine Valley must NOT be removed from Sunshine Valley. Permission from Management is required to gather wood from areas other than Tenants immediate area. This paragraph refers to all wood, rock, gravel, top-soil and all other natural materials in the Valley.
39. Security gate(s) must be kept locked at all times. Tenant, occupants and visitors must not tamper with, leave open or in any other way interfere with the security gate(s) or lock(s). Gate Keys must not be copied and must be purchased from the Landlord or its designated agent.
40. Power tools and equipment may be used only between the following hours:
 - a. Monday to Friday (excluding holidays) - 7 am to 9pm
 - b. Saturdays - 8am to 9pm
 - c. Sundays and holidays - 9am to 9pm
41. No person shall place or erect any structure (other than is provided in this lease), sign, bulletin board, post, pole or other advertising device, or distribute or post, paint or affix any advertisements, bills or other articles of an advertising nature in the area of Sunshine Valley, except as authorized by Landlord.
42. No person shall throw any lighted match, cigar, cigarette or other lighted article in the area of Sunshine Valley.
43. No failure or repeated failure on the part of the Landlord to enforce or require strict or literal compliance from the Tenant of any one or more of the Tenant's covenants and agreements contained herein, shall constitute or be deemed a waiver of the Landlord's rights at any time to demand strict compliance from the Tenant.

44. FINE SCHEDULE

- a. Anyone violating these rules, regulations or guidelines is liable to a fine of not less than \$100.00, for each time the infraction occurs. This fine may be levied by the Landlord, or anyone acting on their behalf.
- b. If an activity or lack of activity that constitutes a contravention of a rule, regulation or guideline continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.
- c. All fines are considered Additional Rent under the terms of this agreement.

45. STATUTORY RIGHTS OF WAY

- a. The Landlord at its discretion may from time to time grant one or more Statutory Rights of way in favor of the Utility Company or Companies for Utility works