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KM041355

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

SUBMITTED BY: KERSHAW
KUROYAMA REGISTRY

NOTE: Before submitting this application for interests under (1) and (2). applicants should check and satisfy themselves as to the tax position, including taxes of the Crown provincial, a municipality, and improvement, water and irrigation districts.

NATURE OF INTEREST:

(1) Fee Simple _____ Market Value: \$

(2) Charge X True Value

Bylaw No. 95-44 authorizing Agreement to amend an existing Land Use Contract registered as Instrument No. N74468, as modified by Instrument No. R44169
Nature of Charge

(3) Cancellation of Charge _____ 01 98/05/04 09:49:55 01 KL CHARGE 175930 \$55.00

Nature & Number of Charge Cancelled

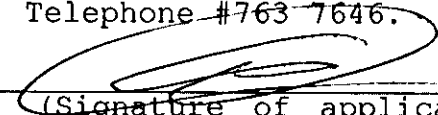
HEREWITH fees of \$ 55.00

As to (1) and (2) ADDRESS of person entitled to be registered as owner, if different than shown in instrument

As to (3) FULL NAME of person entitled to cancellation who or on whose behalf the application is made

Legal description, if not shown in instrument being submitted with this application PID: 001-477-544, Lot 1, District Lot 3547, ODYD, Plan 30301, except Plan 32216

Full name, address. telephone number of person presenting application: PORTER RAMSAY, Barristers & Solicitors, 200, 1465 Ellis Street, Kelowna, B.C. V1Y 2A3, Telephone #763 7646.


(Signature of applicant, or solicitor or authorized agent)

PORTER RAMSAY
Barristers & Solicitors
#200, 1465 Ellis Street
Kelowna, B.C. V1Y 2A3

51548-1-4\Form 17

**REGIONAL DISTRICT OF CENTRAL OKANAGAN
 DEPARTMENT OF REGIONAL AND COMMUNITY PLANNING
 1450 K.L.O. ROAD
 KELOWNA, BRITISH COLUMBIA V1W 3Z4
 (250) 868-5227**

**MUNICIPAL ACT
 (SECTION 982(8))**

CERTIFICATE

I, the undersigned, being the Clerk/Administrator of the Regional District of Central Okanagan (the "Local Government").

HEREBY CERTIFY:

1. THAT the annexed instrument is a true copy of an amendment to Land Use Contract registered under No. N74468, as modified under No. R44169, which is registered as a Charge against the following lands:

PARCEL IDENTIFIER: 001-477-544
 LOT 1, DISTRICT LOT 3547 OSOYOOS DIVISION YALE DISTRICT
 PLAN 30301 EXCEPT PLAN 32216

2. THAT the Land Use Contract was amended by the Local Government on the 8th day of DECEMBER, 1997, in compliance with section 982(2) of the Municipal Act.

IN TESTIMONY WHEREOF I have hereunto set my hand and the official seal of the Local Government this 23rd day of MARCH, 1998.

**REGIONAL DISTRICT OF CENTRAL
 OKANAGAN**

BY: 
 Clerk/Administrator

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. LUCA-95-44

Being a Bylaw of the Regional District to authorize the Regional District of Central Okanagan to enter into an Agreement amending an existing Land Use Contract.

WHEREAS the Regional District of Central Okanagan pursuant to Section 930(4)(a) may amend a land use contract that is entered into and registered in a land title office subject to the terms and conditions therein set out;

NOW THEREFORE the Regional Board of the Regional District of Central Okanagan in open meeting assembled enacts as follows:

1. That the Land Use Contract between the Regional District of Central Okanagan and Lake Okanagan Resort dated the 12th day of September, 1978 and registered in the Land Title Office at Kamloops under number N74468 and as modified pursuant to Section 31 of the Conveyancing and Law of Property Act on the 27th day of May, 1980, registered under R44169.
2. That the Chairperson and Secretary are hereby authorized to sign the Agreement attached hereto and affix the seal of the Regional District thereto and deliver the same as the act and deed of the Regional District.
3. This Bylaw may be cited as "Regional District of Central Okanagan Land Use Contract Amendment Bylaw No. LUCA-95-44".

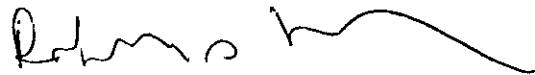
READ A FIRST TIME this 24th day of February, 1997

SUBJECTED TO PUBLIC HEARING this 14th day of April, 1997

APPROVED BY THE MINISTRY OF TRANSPORTATION & HIGHWAYS PURSUANT TO SECTION 982(3) OF the Municipal Act this 17th day of November, 1997

READ A SECOND AND THIRD TIME this 5th day of May, 1997

RECONSIDERED AND ADOPTED this 8th day of December, 1997



Chairperson
Robert Hobson




Secretary
Wayne d'Easum

.../2


I hereby certify the foregoing to be a true and correct copy of Bylaw #LUCA-95-44 as read a third time by the Central Okanagan Regional District on the 5th day of April 1997

Dated at Kelowna this day 7th of April, 1997


Secretary
Wayne d'Easum

I hereby certify the foregoing to be a true and correct copy of Bylaw #LUCA-95-44 which was Reconsidered and Adopted by the Central Okanagan Regional District on the 8th day of December, 1997.

Dated at Kelowna this 15th day of December, 1997


Secretary
Wayne d'Easum

1.

PART 2 - MODIFICATION OF LAND USE CONTRACT N74468

THIS CONTRACT made the 8 day of December, 1997.

BETWEEN: REGIONAL DISTRICT OF CENTRAL OKANAGAN
1450 KLO Road, Kelowna, British Columbia
V1W 3Z4

(the "Regional District")

OF THE FIRST PART

AND: LAKE OKANAGAN RESORT LTD.
2751 Westside Road, Kelowna, British Columbia
V1Y 8B2

(the "the Landowner")

OF THE SECOND PART

WHEREAS:

- A. The Regional District has declared with Area Zoning Amendment Bylaw #224, 1977 District Lot 3547 ODYD a Development Area covered by Land Use Contract Bylaw #225.
- B. The Regional District and the Landowner have entered into a certain Land Use Contract dated the 12th day of September, 1978, registered in the Land Title Office at Kamloops under N74468, and as modified pursuant to Section 31 of the Conveyancing and Law of Property Act on the 27th day of May, 1980, registered under R44169 and with proposed modifications made in 1981. [the "Land Use Contract"]
- C. The Regional District and the Landowner now wish to modify certain terms and conditions of the Land Use Contract as hereinafter set out.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Regional District and the Landowner covenant and agree with each other that the Land Use Contract is to be modified as follows:

1. All paragraphs numbered 1 to 32 inclusive are to be deleted and replaced with the following paragraphs:

2.

1. **OWNERS:** The Landowner is the registered owner in fee simple of all and singular that certain parcel or tract of land and premises situate, lying and being in the Regional District of Central Okanagan, in the Province of British Columbia and being more particularly known and described as:

Lot 1, District Lot 3547, ODYD, Plan 30301, Except Plan 32216

(the "Land").

2. **CONSENT:** The Landowner has asserted that it has obtained the consent of a majority of the owners of the 169 strata units on Lots 2, 3, 4, 5 and A of the original lands affected by the Land Use Contract N74468.
3. **INCORPORATIONS:** The Schedules attached hereto hereinafter referred to are hereby incorporated into and made a part of this Contract.
4. **COSTS:** The Landowner shall pay to the Regional District on invoice by the Regional District, all legal, surveying, and advertising costs incurred by the Regional District in the preparation and registration of this contract.
5. **COMPLIANCE:** Except for the matters otherwise specifically provided for herein, the Landowner shall comply with all present and future bylaws of the Regional District, as amended from time to time, as the same apply to the Land.
6. **REPRESENTATIONS:** It is understood and agreed that the Regional District has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Landowner other than those set out in this Contract.
7. **REGISTRATION:** This Contract shall be construed as running with the Land and shall be registered in the Land Title Office by the Regional District pursuant to the provisions of Section 982(7) of the Municipal Act and the Land Title Act.
8. **INTERPRETATION:** 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.

3.

9. **BINDING:** This Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
10. **USES:** The Land, including the surface of water and any and all buildings and structures erected thereon, thereover, therein, pursuant to this Contract, shall be used for the purposes of a Resort.

Schedule "A" herein describes generally the first and future phases of the development of the Land. Amendments to the type of units required from time to time by the Landowner in the future, taking into consideration of the then prevailing market demand and conditions, shall be as approved by the Regional District.

For the purposes of this Contract, "Resort" shall mean and be deemed to mean the development, including the recreational facilities and accommodation units described generally in Schedule "A" herein and as amended by approval of the Regional District from time to time, and any service buildings necessary for the quality operation of the Resort, to be used by the Resort Hotel, hotel guests, time share owners and by the Strata Owners. The units may be leased to the Resort Hotel and be managed as hotel guest accommodation or may be used exclusively for the owners use and that of their guests for adult living.

Since the subject property has been zoned in 1978 for recreational purposes, the parties hereto acknowledge that the provision for the par 3, 9-hole golf course and the development of the Land into a resort with recreational facilities was an important feature of the development.

In order to ensure that the Landowner develops the Land in substantial compliance with the terms and conditions of the Land Use contract, the Landowner covenants and agrees that the development of the additional units will not change in any way or alter the development concept of the Resort and the quality operation of the recreational facilities, except as outlined in this amendment of Land Use Contract.

- 10A. **MANAGEMENT:** The Landowner and the Club Members may engage the services of a management company to operate the facilities as a Resort Hotel.

4.

11. **SUBSEQUENT PHASES:** Phases subsequent to Phase 1 of the development shall be constructed in accordance with the general plans, specifications and descriptions set out in Revised Schedule "B-96-9" hereof and all detailed plans and specifications for buildings, structures, and recreational facilities contained in such phases shall first be approved by the Regional District and all other authorities having jurisdiction in such matters prior to the issuance of any building permits therefore.
12. **SITING:** No building, facility, or structure shall be constructed, reconstructed, altered, moved or extended upon the Land except in compliance with the specifications, plan and site plan set out in Revised Schedule "B-96-9" hereto.
13. **SIGNS:** the Landowner shall submit designs for signs to be erected upon the Land or any buildings or structures to the Board of the Regional District for approval.
14. **PARKING:** Off street parking spaces shall be provided and located in accordance with the site plan contained within Revised Schedule "B-96-9" hereto. All parking spaces shall be not less than six metres (6m) in length and two and seventy-five hundredths metres (2.75m) in width. Parking areas shall be surfaced with gravel and be graded to provide an even surface upon which surface water will not accumulate and drainage therefrom shall be contained upon the site or as approved by the Regional District.
15. **ROADWAYS:** All roadways, parking lots, accesses, boat launching ramps, and other vehicular carrying facilities shall be located and constructed in substantial compliance with and according to the plans and specifications set out in Revised Schedule "B-96-9" hereto or as approved by the Regional District.
16. **WESTSIDE ROAD:** The Landowner shall not alter any water course, cut down any tree or do earth moving or undertake any other work so as to effect the drainage and/or stability of the present or future highway known as Westside Road or its rights-of-way.

5.

17. **CONSTRUCTION:** It is understood and agreed that Schedule "B-96-9" herein provides a general plan of the proposed buildings and structures which is to be used as a guide only in the preparation of the designs, plans and specifications for such buildings and structures. The final designs, plans and specifications shall be drawn in accordance with the overall general plan and concept of the development and shall be approved by the Regional District. All construction shall be in accordance with the Building Bylaws of the Regional District.
18. **BUILDING PERMITS:** No building permits shall be issued for the construction of any of the dwelling units or the clubhouse facility shown on Schedule "B-96-9" until the plans for sewage disposal facilities required herein have been approved by the Medical Health Officer or the Pollution Control Branch of the Province of British Columbia.
19. **OCCUPANCY:** No building or structure shall be occupied until an occupancy permit therefore has been issued by the Building Inspector. No dwelling unit or food serving facility shall be occupied on the Land until the water supply and the sanitary sewage disposal system have first been approved by the Medical Health Officer, or Pollution Control Branch.
20. **PERMANENT OCCUPANCY:** The units may be leased to the Resort Hotel and be managed as hotel guest accommodation or may be used exclusively for the owners use and that of their guests for adult living.
21. **GOLF COURSE:** The parties hereto agree that the Landowner has constructed a golf course on the land which satisfies the requirements of the Regional District.
22. **LANDSCAPING:** The Landowner shall landscape the Land in accordance with the site plan attached as Revised Schedule "B-96-9".
23. **SEWAGE DISPOSAL:** Sewage disposal systems coming within the purview of the Medical Health Officer for the disposal of Sanitary waste from any structure built upon the Land shall be constructed only in accordance with plans and specifications first approved by the Medical Health Officer of the South Okanagan Health Unit. If the Medical Health Officer is of the opinion that the average daily flow of any proposed sewage disposal system will exceed 5,000 gallons, the system must be approved by the Pollution control branch of the province of British Columbia prior to commencement of construction of such system.

6.

Disposal fields for the sewerage system to be installed on the Land shall be located as specifically shown on the Plan contained in Schedule "D" attached hereto. All disposal fields shall be constructed according to the plans and specifications more particularly shown in Schedule "D" hereto. The Landowner may utilize any other method of sewage disposal of sewage treatment and disposal as approved by the medical Health Officer and such facilities are to be located on the Land at a site approved by the Medical Health Officer and the Regional District.

The Landowner shall install a water meter for the purpose of keeping an accurate record of water used in any and all facilities and structures constructed upon the Land for the purpose of assessing the adequacy of sewage disposal facilities relative to hydraulic loading. Should the volume of water used, in the opinion of the Medical Health Officer of the South Okanagan Health Unit or the Pollution Control Branch, exceed that volume for which the sewage disposal system is designed, then the Landowner shall, at the request of the Medical Health Officer or the Pollution control branch, immediately reduce the volume of water used, or immediately commence the alteration of the sanitary sewerage disposal field so that the field will, in the opinion of the Medical Health Officer or the Pollution Control Branch, be sufficiently enlarged to accommodate the anticipated additional volume of water being used on the Land.

Lysimeter test pipes, the number and location to be approved by the authority having jurisdiction, shall be installed, if required by the Medical Health Officer, below the sewage disposal field about three quarters of the distance to the high water mark of Okanagan Lake for the purpose of monitoring any movements of sewage effluent through the ground to the lake which might occur from overloading of sewage disposal fields or from excessive porosity of the soils. In the event that free movement of harmful effluent is found, appropriate steps shall be taken forthwith by the Landowner to either relocate the sewage disposal field or to install appropriate facilities to eliminate the movement of sewage effluent towards the lake.

24. WATER SUPPLY AND DISTRIBUTION SYSTEM WORKS: The water supply system is to be operated as a privately owned utility company in accordance with the provisions of the Water Utilities Act and Health Act of the Province of

7.

British Columbia. All components of this system will be designed and constructed to meet the requirements of the aforesaid Acts and no connections will be made to such works until they are first approved by the authority having jurisdiction.

25. **FORESHORE:** The Landowner shall not, at any time, do any work upon the Land whatsoever that would cause any fill to move from the Land to any portion of foreshore or lake east of the legal easterly boundary of the Land. Should the Landowner by accident or otherwise cause or permit any fill to flow from the Land into the lake or onto the foreshore east of the legal boundary of the Land, then the same shall be removed forthwith at the cost of the Landowner. Should the Landowner fail to remove such fill, the fill may be removed by the Regional District at the cost of the Landowner who shall pay such cost forthwith upon invoice therefor.

The Landowner shall not at any time move any soil from or onto, or construct any structure on the Crown foreshore east of the legal boundary of the Land without first obtaining the written consent of the Lands Branch of the Ministry of Environment. Without restricting the generality of the foregoing, such prohibited work includes any grading of beaches, earth moving of any nature, and construction of piers, docks, seawalls, and retaining walls. The Landowner shall, with a minimum disturbance to surrounding areas, move all silty or dirty material and soil well back from the existing water level to avoid adding silt to the waters of Okanagan Lake.

26. **USE OF FORESHORE:** The Landowner shall not construct any fence on lands lying easterly of the legal boundary of the Land so as to prevent access thereto by the public unless first obtaining the written permission to do so from the Land Branch of the Ministry of the Environment of the Province of British Columbia.
27. **DOCKS AND WHARVES:** No pool, dock, boat launch, ramp or other structure or facility shall be built upon the Crown foreshore or water easterly of the legal boundary of the Land except at the locations shown on the site plan contained in Revised Schedule "B-96-9" hereto and in accordance with the plans and specifications first approved by the Lands Branch of the Ministry of Environment of the Province of British Columbia or as approved by the Regional District.

8.

28. **DAMAGE INCURRED BY WILDLIFE:** The Landowner acknowledges that it has been recommended by the Fish & Wildlife Branch of the Ministry of Recreation and Travel Industry and the Regional District that the development authorized hereby be enclosed by the construction of fencing along its boundaries in order to better protect the development itself and users thereof from damage or injury to property or persons caused by straying wildlife in vicinity of the development. Notwithstanding this recommendation, the Landowner does not wish to construct such fencing and in consideration of the Regional District foregoing the requirement that such fencing be provided, the Landowner covenants and agrees to indemnify and save harmless the Regional District and Her Majesty the Queen in Right of the Province of British Columbia from and against all claims, demands, suits, and actions that may be brought or made against the Regional District or Her Majesty the Queen in Right of the Province of British Columbia by any person or persons for or by reason of any damage to persons or their property resulting from or caused by wildlife and in respect of any claims by the Landowner for such damage the Landowner waives, releases and discharges the Regional District and Her Majesty the Queen in Right of the Province of British Columbia therefrom. Provided always, however, that it is understood and agreed that in accepting the foregoing indemnity and waiver, the Regional District and Her Majesty the Queen in Right of the Province of British Columbia do not thereby acknowledge that either of them would otherwise be liable for any claims arising out of damage to persons or property caused by wildlife.
29. **INDEMNITY:** The Landowner covenants to save harmless and indemnify the Regional District against:
- a. all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction, occupation or use of any of the facilities shown on Revised Schedule "B-96-9" hereto; and
 - b. all expenses and costs which may be incurred by reason of the execution of the said works resulting damage to any property owned in whole or in part by Her Majesty the Queen in Right of the Province of British Columbia.

9.

30. INTENT: It is understood and agreed that the intent of this Land Use Contract is to permit the Landowner to construct a resort that shall be occupied only by members of the club and their guests, hotel guests, and adult residential occupants, and that the development shall enhance and not detract from the natural appearance and beauty of the Land and the adjacent lakeshore and lake. It is a condition precedent of the development proposed that the development not substantially affect the quality of the lake water adjacent to the Land or in any way encourage or promote the growth of weeds in the lake water adjacent to the Land.

31. FLOOD CONTROL REQUIREMENTS:

- a. for the purposes of this section, the following definitions shall apply: "Natural Boundary" - means the visible high-water mark of any lake, river, stream, or other body of water where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark upon the soil of the bed of the lake, river, stream, or other body of water, a character distinct from that of the banks thereof, in respect to vegetation, as well as in respect to the nature of the soil itself.
- b. Notwithstanding any other provisions of this Contract, no building or part thereof shall be constructed, reconstructed, moved or extended, nor shall any mobile home or unit, modular home or structure be located:
 - i. with the underside of the floor system of any area used for habitation, business, or storage of goods damageable by floodwaters, or in the case of a mobile home or unit the ground level on which it is located, lower than elevation 1127.5 feet geodetic Survey of Canada datum.
 - ii. within 25 feet of the natural boundary of Okanagan Lake. If landfill is used to achieve the required elevation, no portion of the landfill slope shall be closer than the above distance from the natural boundary, and the face of the landfill slope shall be adequately protected against erosion from flood waters.

10.

32. **INSPECTION:** Any officer or employee of the Regional District, the South Okanagan Health Unit, the Ministry of Highways, Fish & Wildlife Branch, Water Rights Branch, Pollution control branch, or Lands Branch of the Government of Canada or British Columbia may enter on the Land to determine if the terms hereof are being complied with or to take any measurement from any meter or testing device installed pursuant to the terms hereof.
33. **RENTAL UNIT:** A rental unit is any living area that has an independent access, has its own three piece bathroom, and can be locked to provide a separate rental accommodation, as interpreted by the Regional District Chief Building Inspector.
- II. Schedule "A" of the Land Use Contract is to be deleted and replaced with the Revised Schedule "A" attached hereto to this Modification of Land Use Contract.
- III. Schedule "B" is to be deleted and replaced with Revised Schedule "B-96-9" with Annexures 1, 2 and 3 attached to this Modification of Land Use Contract.
- IV. Schedule "C" as attached to this Modification of Land Use Contract shall be added to and form part of the Land Use Contract.

This Amendment of Land Use Contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Where the singular or masculine is used herein the same shall be construed as including the feminine, plural, body politic, or body corporate where the context or the parties so require.

This Contract was adopted by an affirmative vote of a simple majority of the members of the Regional Board of the Regional District present at the meeting at which the bylaw to authorize this Contract was adopted by the Regional Board of the Regional District on the 8 day of December, 1997.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first written above.

11.

THE CORPORATE SEAL OF THE REGIONAL DISTRICT OF CENTRAL OKANAGAN was hereunto affixed in the presence of:

[Handwritten signature]

Chairman Authorized Signatory

[Handwritten signature]

Secretary Authorized Signatory

seal



THE CORPORATE SEAL OF LAKE OKANAGAN RESORT LTD. was hereunto affixed in the presence of:

[Handwritten signature]
Name: *George Hayashi*

seal

Name:

REVISED SCHEDULE A

Specific Recreational & Residential Uses Permitted on the Land In Conjunction with the Permitted Resort Use

1. FIRST PHASE

- a. Club House
- b. Swimming Pools and Whirlpools
- c. Tennis Courts
- d. Beaches
- e. Marina
- f. Nine Hole Golf Course
- g. Residential Accommodation (including not more than 18 housekeeping units, 10 guest units and 5 summer recreation chalets)
- h. Residential Accommodation for Maintenance Staff
- i. Single Family Residential Accommodation for Club Manager
- j. Garage and Maintenance Building
- k. Boat Launch

2. SUBSEQUENT PHASE

- a. In addition to the existing accommodation and rental units which consist of the following:
 - 2 chalets with 7 bedrooms each
 - 20 chalets with 3 bedrooms each
 - 18 housekeeping apartments with 3 bedrooms each
 - 18 - 1 bedroom motel rental units

- 12 studio motel rental units

- 99 one-bedroom rental units

for a total of 169 rental units.

There shall be permitted to be constructed in substantial compliance with the attached site plan marked "Revised Schedule B-96-9" a total of 331 additional accommodation and rental units as follows:

- 63 hotel units as per attached floor plan of the hotel marked Annexure "1"

- 48 time share units as per attached floor plan of building #100 and building #200 marked Annexure "2"

- 15 townhouse units as per attached floor plan of buildings #300, 400 and 500 marked Annexure "3"

- 205 accommodation units in the form of chalets, housekeeping units, condominiums, townhouses, motel units, hotel units and time share units for future development in accordance with the overall general plan (Revised Schedule B-96-9)

for a total of 331 additional units.

The combined total number of rental units shall not exceed 500.

- b. Restaurant (at the marina)

- c. Maintenance Building (at the boat launch)

- d. Golf Cart Storage & Locker Room Building

pages 14-20

The plan which was referred to in, and attached to this document ~~was an exact copy of the deposited plan which is~~ filed under number KM41355.

Revised Schedule B-96-9.

REVISED SCHEDULE C**Letter of Undertaking in the Matter of the Land Use Contract Amendment Bylaw LUCA-95-44 for Lake Okanagan Resort Ltd. To Amend Land Use Contract Bylaw #225**

In connection with the application of Lake Okanagan Resort Ltd. ("LOR") to amend the existing Land Use Contract and in consideration of the consent of the strata owners who have an interest in the Contract (the "Strata Owners"), LOR covenants and agrees as follows:

1. LOR is committed to maintain the quality operation of the resort and facilities.
2. Rights and Privileges of Strata Owners. LOR acknowledges that the Strata Owners continue to have a guaranteed access to all recreational facilities including club house, beach, tennis courts, swimming pools, marina and golf course.

LOR agrees not to make unreasonable increases in user fees charged to the Strata Owners. The user fee will be increased only if the established user fees paid by the timeshare owners, hotel guests and Strata Owners do not cover actual operating costs of recreational facilities.
3. Replacement - Tennis Courts. LOR Agrees to install lights on one valley court immediately with the commencement of construction on Court 1, lights will be installed on the remaining courts as outlined in paragraph below. Two New Valley courts will be constructed as outlined in paragraph 10 below.
4. Removal or Upgrading of Unfinished Construction Site. LOR agrees to remove the existing concrete foundations behind the Terrace Inn, or upgrade the site with landscaping during the first phase of construction.
5. Marina and Beach. If the existing marina and beach become over-stressed due to the additional development, LOR agrees to upgrade, expand, or add to the facilities in compliance with the requirements of the Ministry of Lands.
6. Pools. LOR has made provisions in the development plans for the addition of an indoor pool as part of the connecting link plus the addition of an outdoor pool at the north end.

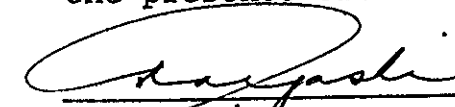
7. LOR acknowledges the designated area for recreational use only as shown on the Revised Overall General Development Plan attached to LUCA-95-44 as Revised Schedule "B-96-9", and agrees and covenants that no construction on that area (except for recreational use) shall be permitted unless consented to by the Strata Owners.
8. LOR undertakes to landscape parking areas so that parked cars are substantially concealed from the view of existing units.
9. LOR undertakes and covenants to construct the access road, the parking area and building site of buildings #100, #200 and #600 in substantial compliance as shown on detailed site plan and cross sections of buildings #100, #200 and #600 attached to and forming part of the Modified Site Plan dated November 6, 1996, as Annexures 1 and 2.
10. LOR undertakes to build the recreational facilities so as to coincide with the construction of new units based on the following phasing schedule:

PHASE	#OF UNITS	RECREATIONAL FACILITY
Phase I	24 Units	* Construct one tennis court with lighting * Add lighting to one existing tennis court
Phase II	Hotel Link	* Construct indoor swimming pool
Phase III	24 Units	* No facility
Phase IV	Hotel-63 Units	* No facility
Phase V	15 Units	* Construct one tennis court with lighting * Construct soaker pool in Phase V common area
Phase VI	15 Units	* No facility
Phase VII	17 Units	* No facility
Phase VIII	17 Units	* Construct lighting on balance of existing tennis courts
Phase IX through Phase XIV	139 Units	* No facility
Phase XV	17 Units	* Construction swimming pool, spa, and children's play area

DATED at Kelowna, British Columbia, this 8th day of December 1997

THE CORPORATE SEAL OF
LAKE OKANAGAN RESORT LTD.
was hereunto affixed in
the presence of:

seal

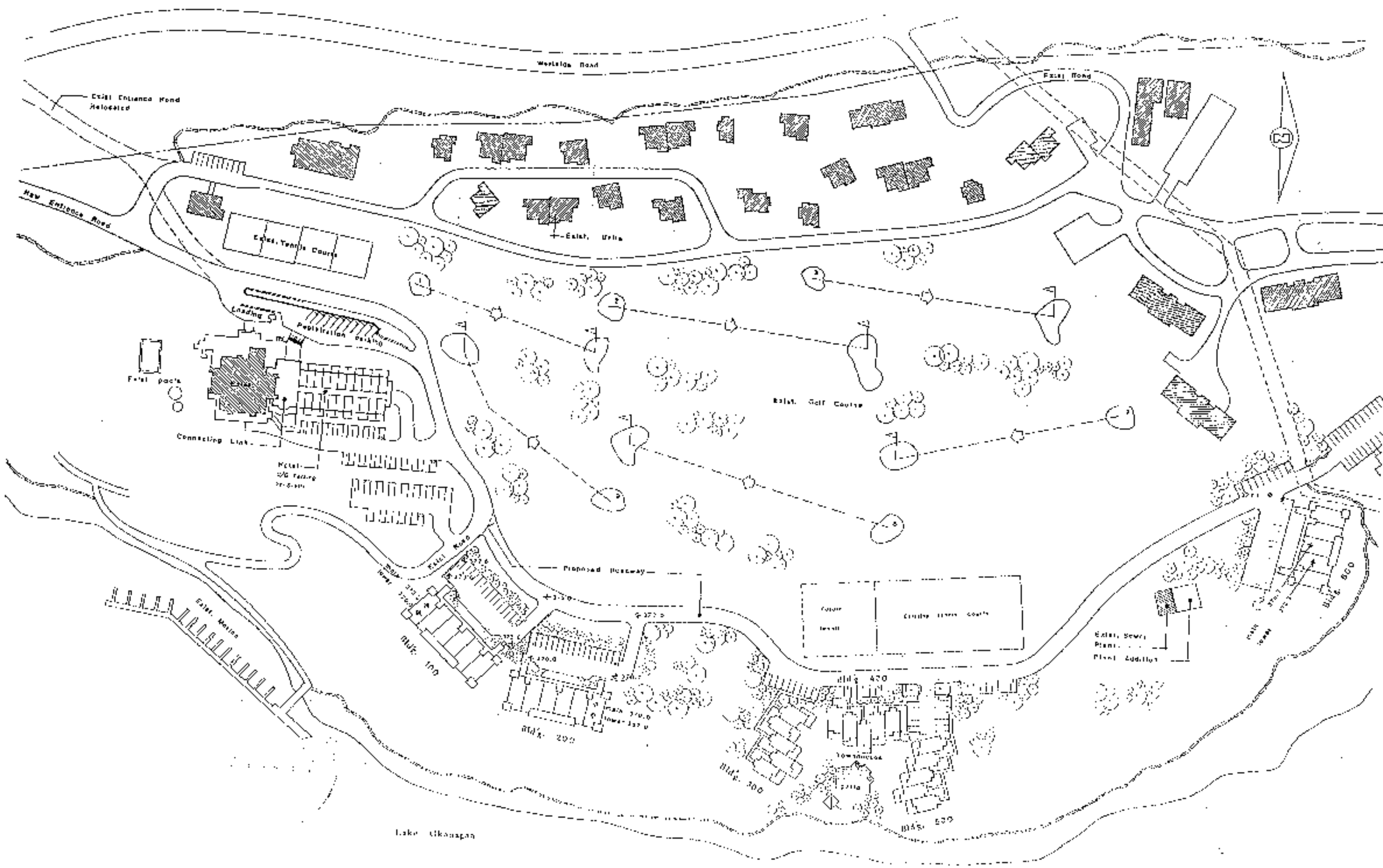

Name: George Hayashi

Name:

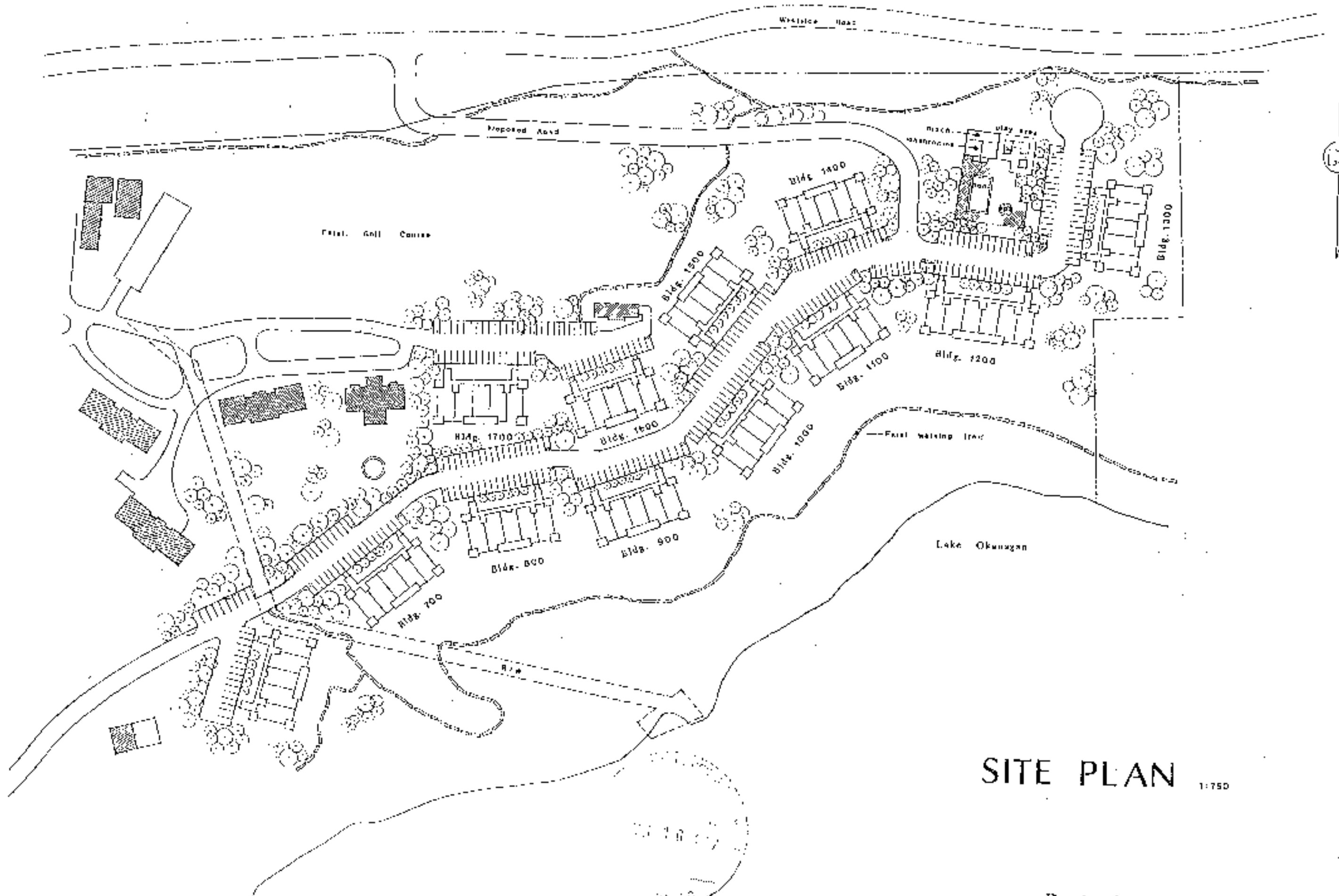
pages 24 & 25.

The plan which was referred to in, and attached to this
document ^{as Schedule D.} ~~was an exact copy of the deposited plan which is~~
filed under number KM41355.

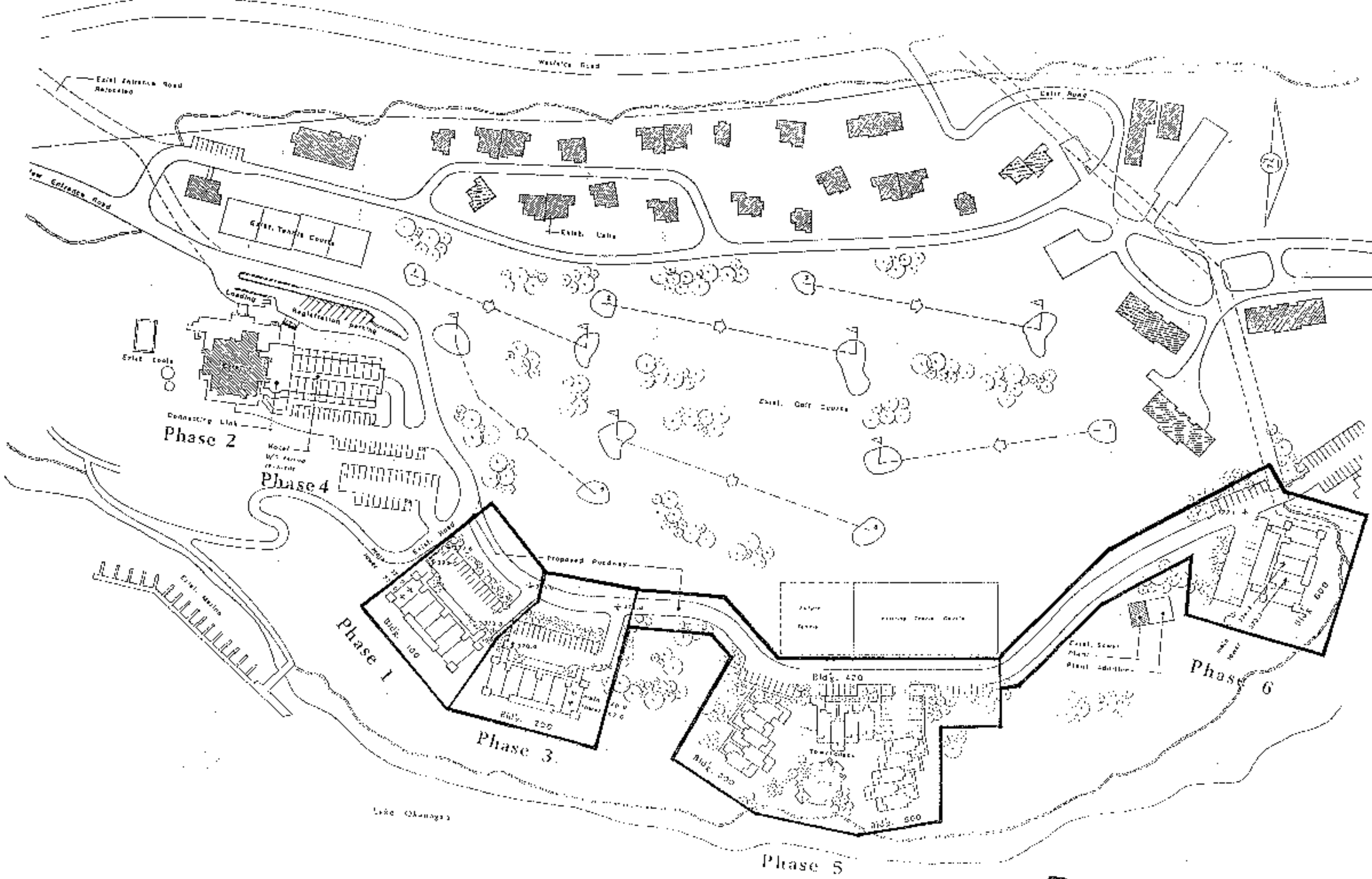
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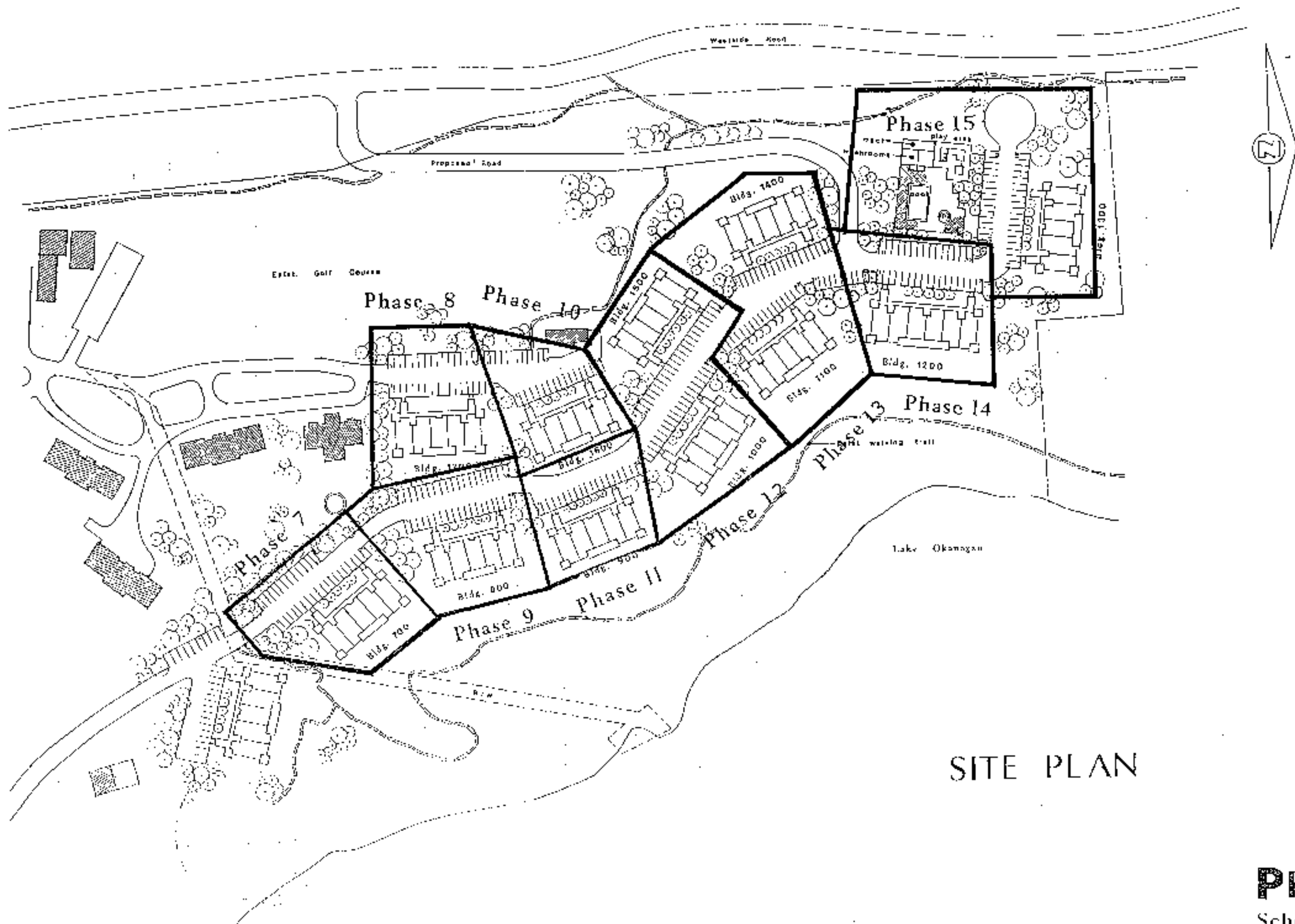
Revised Schedule B-96-9



SITE PLAN 1:750



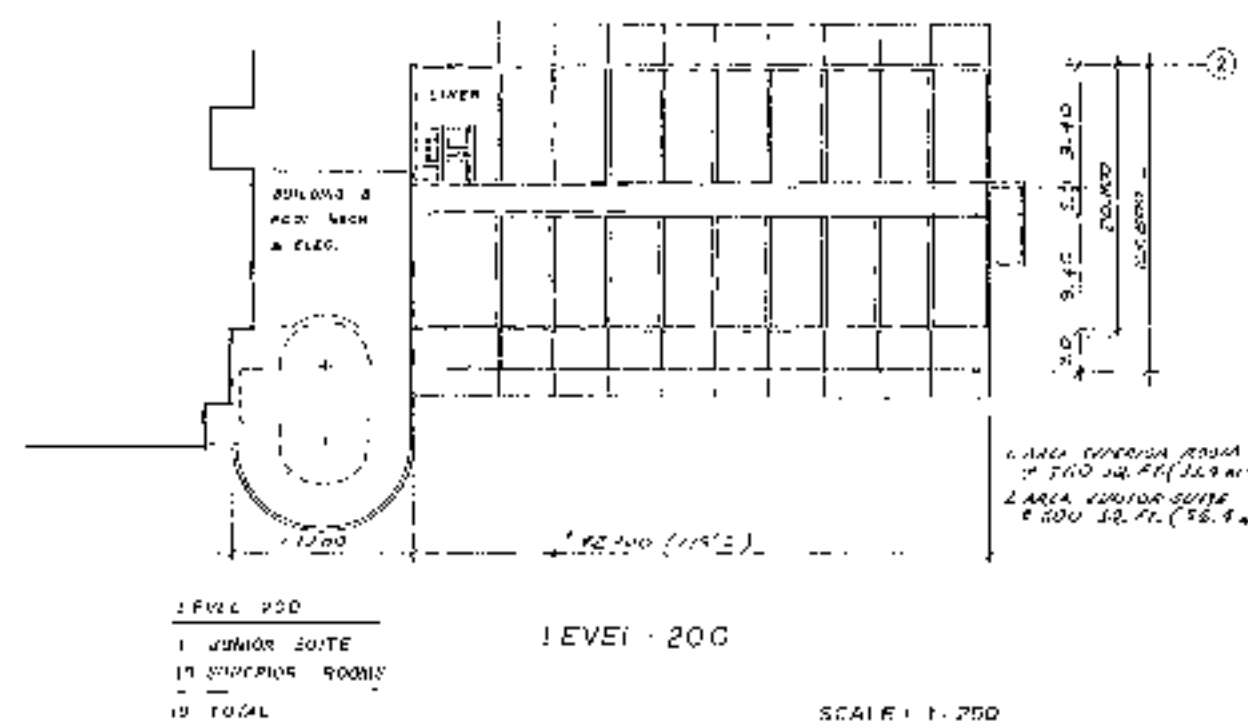
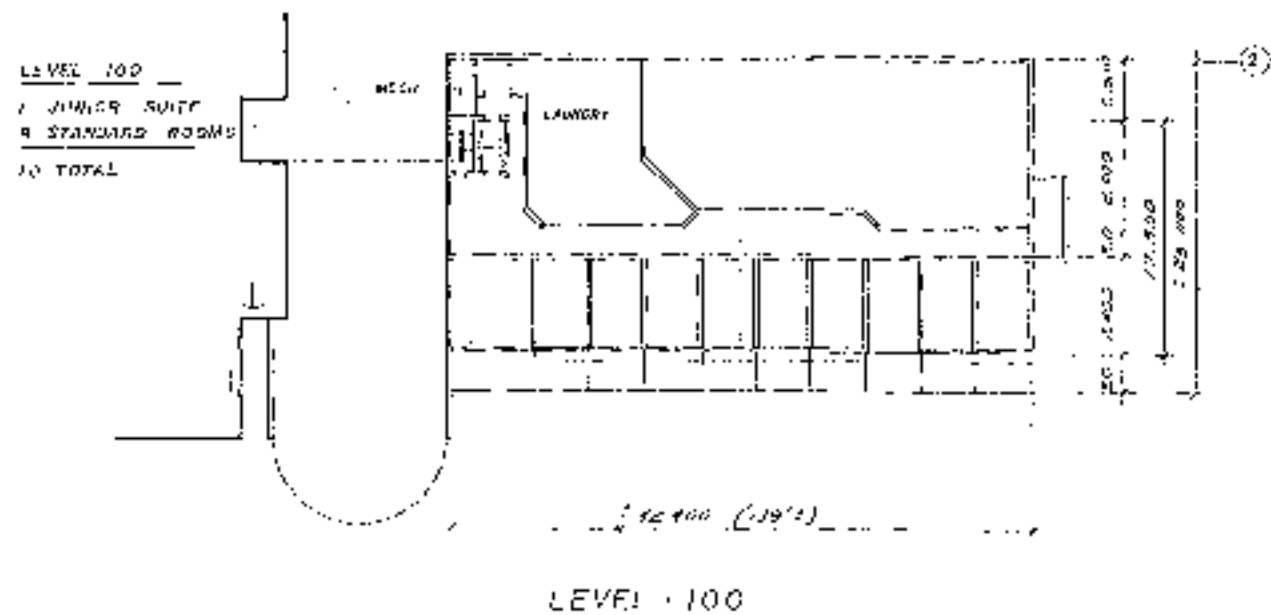
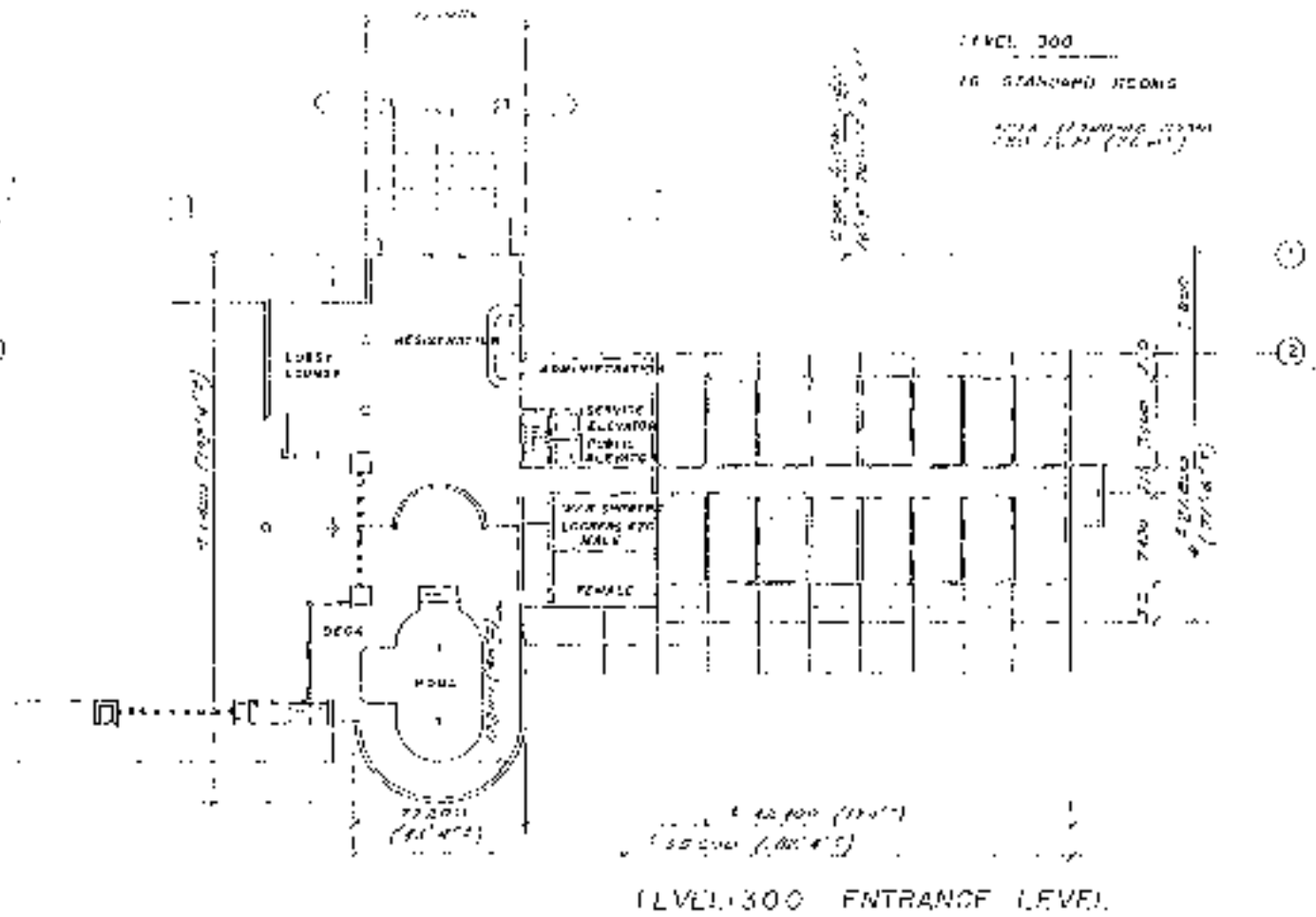
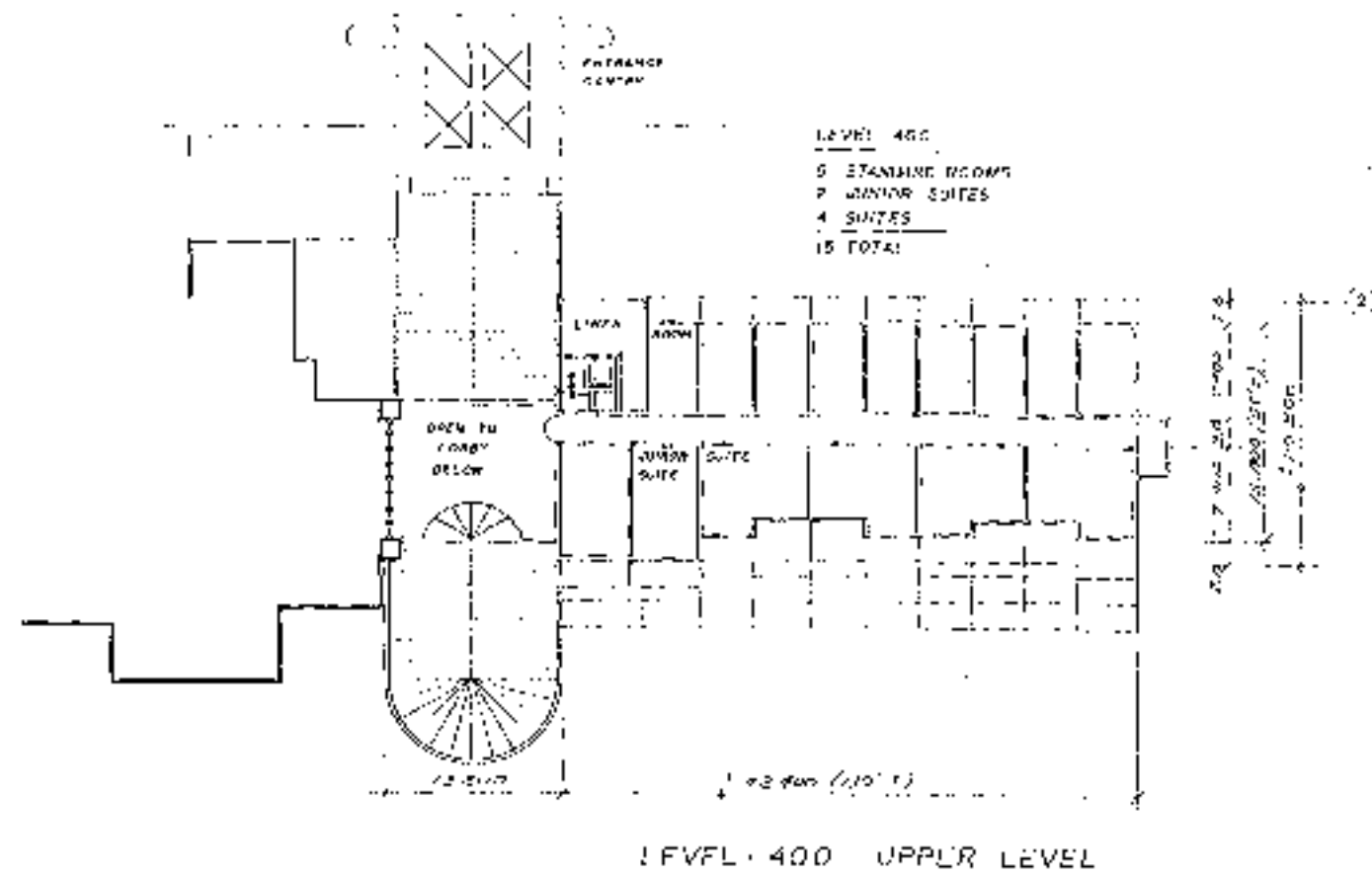
Phase:



SITE PLAN

Phasing

Schedule: A



ANNEXURE 1



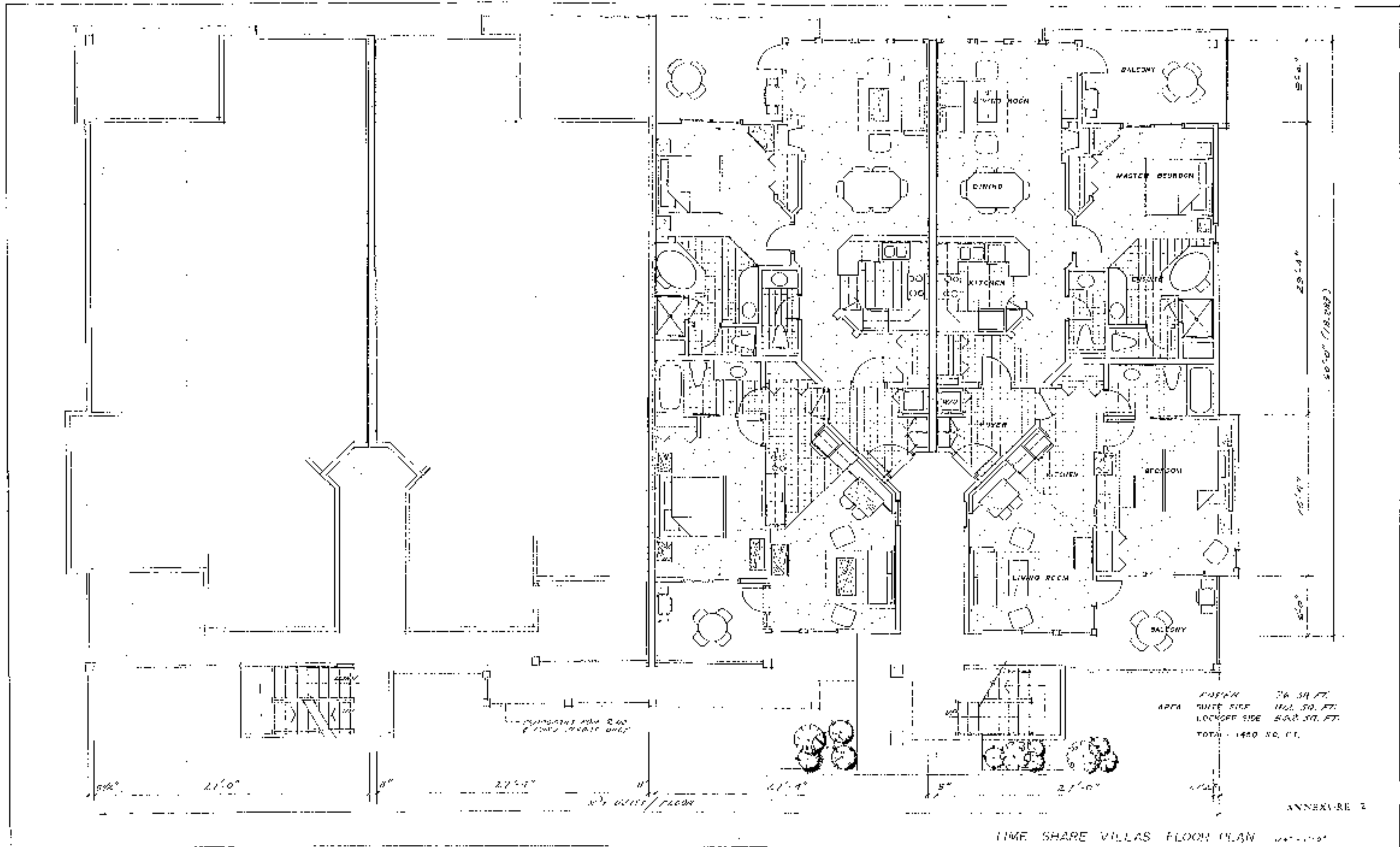
H. W. SCHEIDT DESIGN
 4025 - WILMOUTH RD. #100-875
 BELMONT, D.C. V11 2112
 818-1024 842-751-025

LAKI OKANAGAN RESORT
 KELOWNA, B.C.

HOTEL PLANS

DATE: 11-79

A-3



ANNEXURE 2

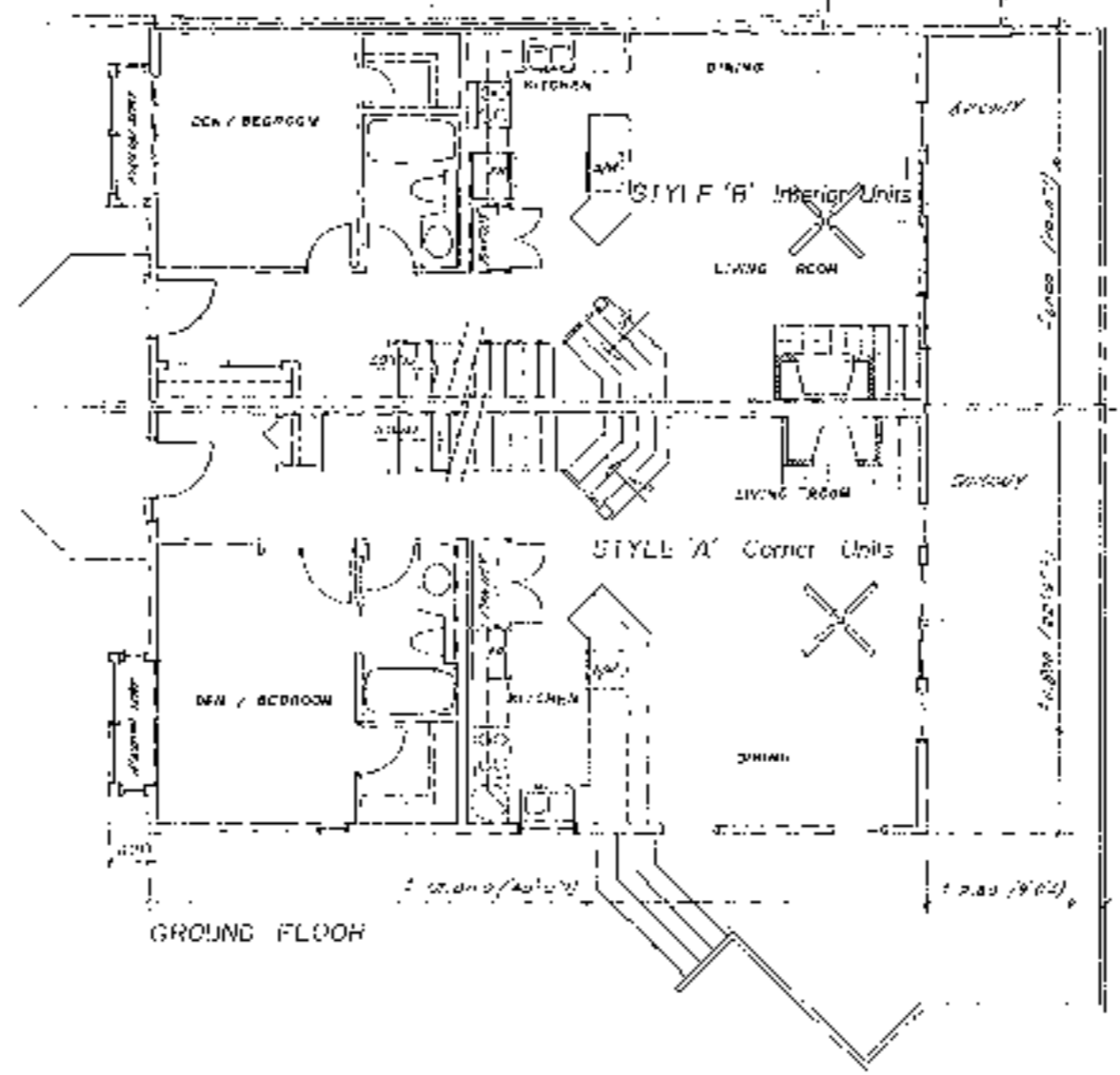
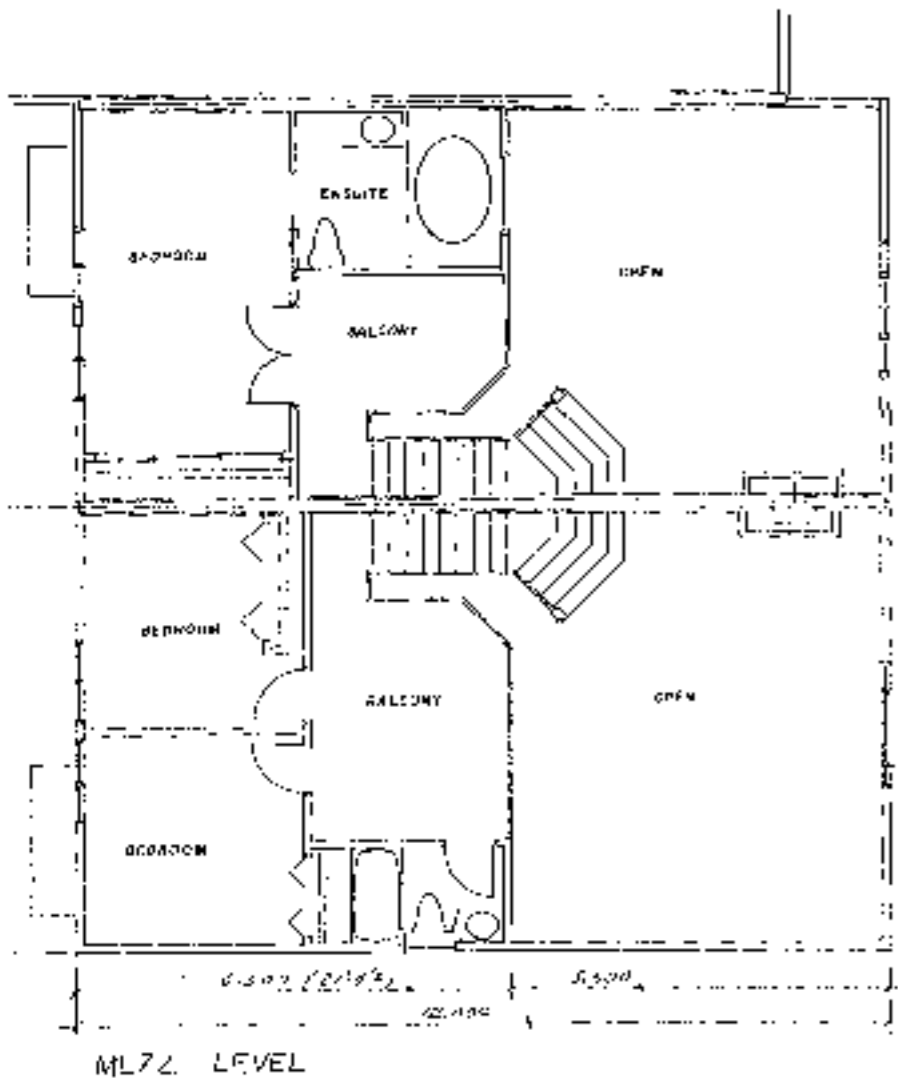
TIME SHARE VILLAS FLOOR PLAN

H. W. SCHEIDT DESIGN
 2201 N. VINEWOOD BL. SUITE 101
 MELBOURNE, FL. 32909
 305-255-4744

LARK CRANAGAN RESORT
 DEVELOPER, INC.

FLOOR PLAN - TIME SHARE VILLAS

A



CONDOMINIUM FLOOR PLANS

AREA - UNIT 'A'

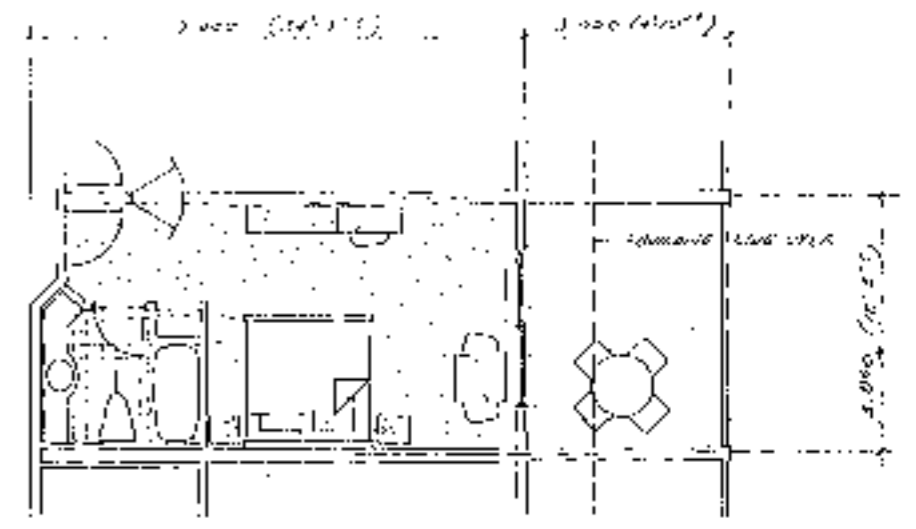
MAIN FLOOR	87 M ²	± 933 SF
MEZZ.	10 M ²	± 107 SF
TOTAL	97 M ²	± 1,040 SF

WALK OUT BASEMENT 210 M² (2240 SF)

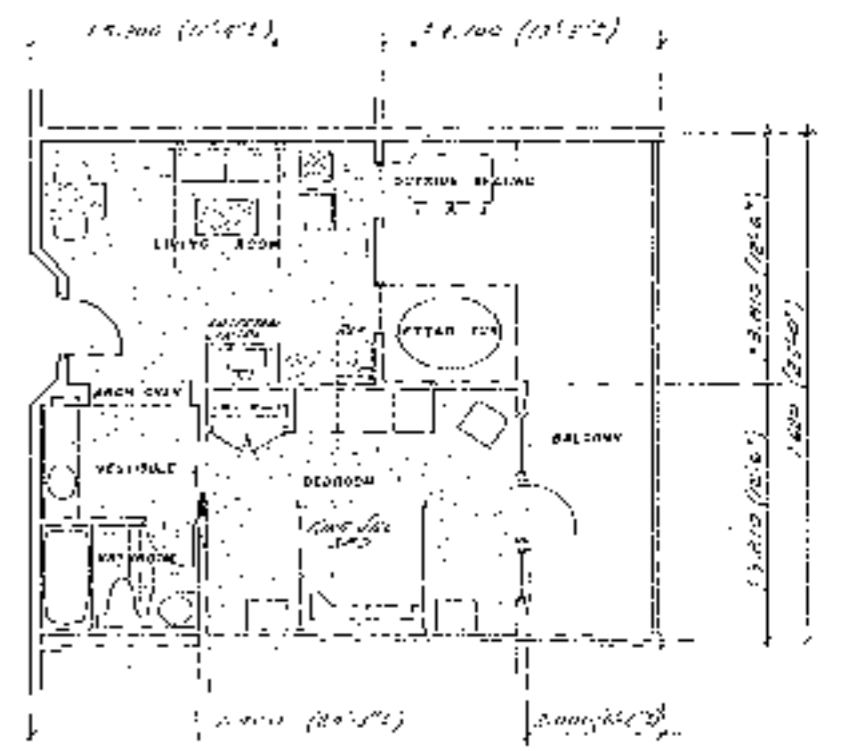
AREA - UNIT 'B'

MAIN FLOOR	75 M ²	± 809 SF
MEZZ.	26 M ²	± 280 SF
TOTAL	101 M ²	± 1,089 SF

WALK OUT BASEMENT 102 M² (1098 SF)



AREA - 58 M² (625 Sq. Ft.)



AREA - 47.63 M² (512 Sq. Ft.)
SCALE 1:50

HOTEL ROOM / SUITES

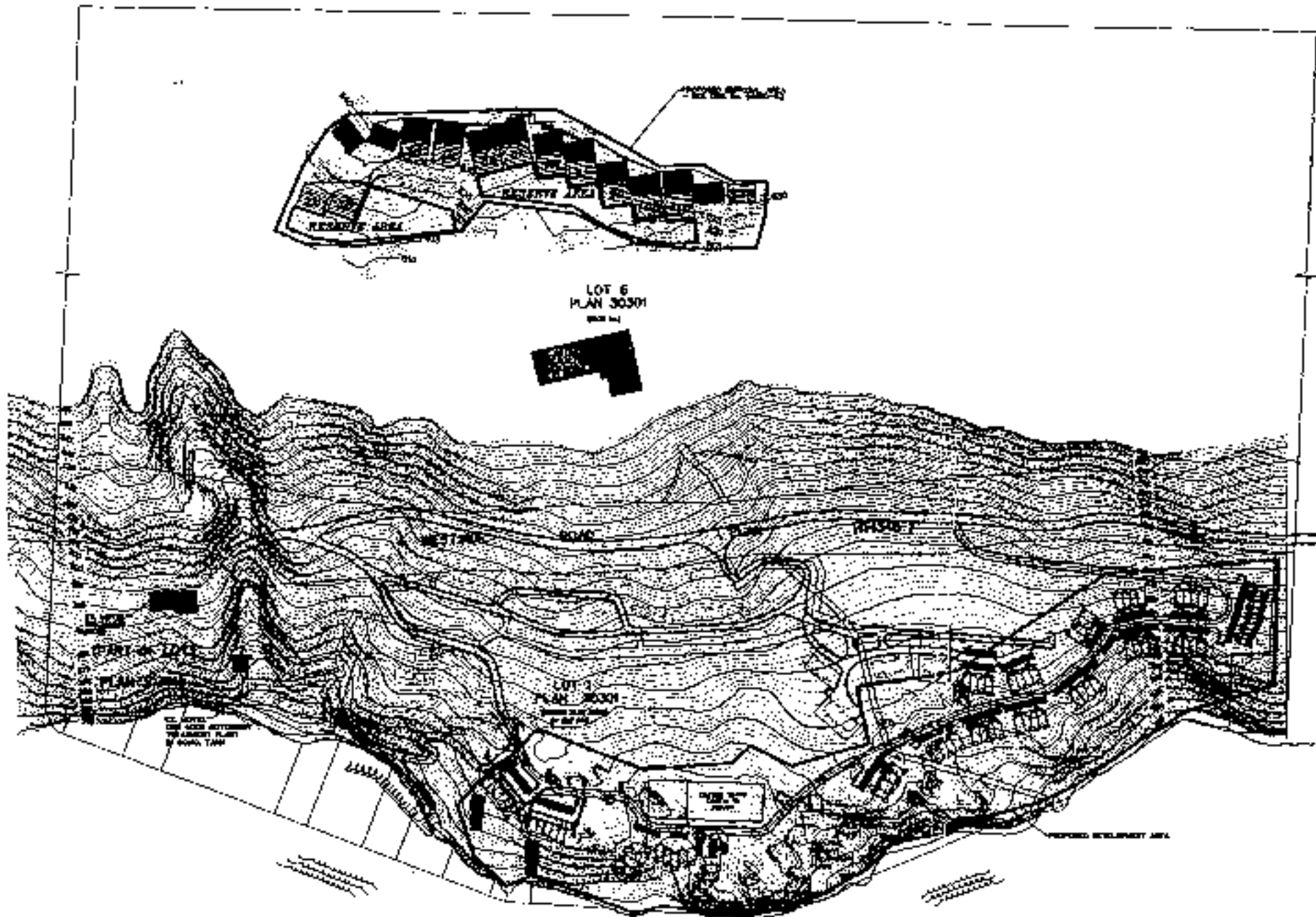
ANNEXURE - 3

R. W. SCHMIDT DESIGN
AND ARCHITECTURE
1100 W. 11th St.
Winnipeg, MB R2S 2K1
Tel: (204) 781-1111

LAKELONGAN RESORT
Winnipeg, B.C.
FLOOR PLANS, HOURLY & CONDOS
Scale: 1:50

DESIGN SEWAGE FLOWS

Flow No.	From	To	Flow Rate (GPD)
1	Lot 1	10"	1000
2	Lot 2	10"	1000
3	Lot 3	10"	1000
4	Lot 4	10"	1000
5	Lot 5	10"	1000
6	Lot 6	10"	1000
7	Lot 7	10"	1000
8	Lot 8	10"	1000
9	Lot 9	10"	1000
10	Lot 10	10"	1000
11	Lot 11	10"	1000
12	Lot 12	10"	1000
13	Lot 13	10"	1000
14	Lot 14	10"	1000
15	Lot 15	10"	1000
16	Lot 16	10"	1000
17	Lot 17	10"	1000
18	Lot 18	10"	1000
19	Lot 19	10"	1000
20	Lot 20	10"	1000
21	Lot 21	10"	1000
22	Lot 22	10"	1000
23	Lot 23	10"	1000
24	Lot 24	10"	1000
25	Lot 25	10"	1000
26	Lot 26	10"	1000
27	Lot 27	10"	1000
28	Lot 28	10"	1000
29	Lot 29	10"	1000
30	Lot 30	10"	1000
31	Lot 31	10"	1000
32	Lot 32	10"	1000
33	Lot 33	10"	1000
34	Lot 34	10"	1000
35	Lot 35	10"	1000
36	Lot 36	10"	1000
37	Lot 37	10"	1000
38	Lot 38	10"	1000
39	Lot 39	10"	1000
40	Lot 40	10"	1000
41	Lot 41	10"	1000
42	Lot 42	10"	1000
43	Lot 43	10"	1000
44	Lot 44	10"	1000
45	Lot 45	10"	1000
46	Lot 46	10"	1000
47	Lot 47	10"	1000
48	Lot 48	10"	1000
49	Lot 49	10"	1000
50	Lot 50	10"	1000



SCHEDULE "D"



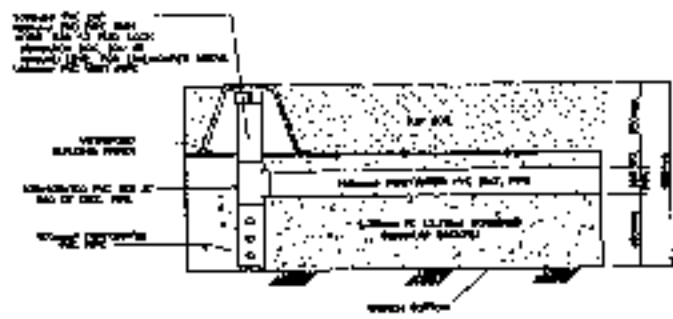
10017	10018	10019	10020
10021	10022	10023	10024
10025	10026	10027	10028
10029	10030	10031	10032
10033	10034	10035	10036
10037	10038	10039	10040
10041	10042	10043	10044
10045	10046	10047	10048
10049	10050	10051	10052
10053	10054	10055	10056
10057	10058	10059	10060

10061	10062	10063	10064
10065	10066	10067	10068
10069	10070	10071	10072
10073	10074	10075	10076
10077	10078	10079	10080
10081	10082	10083	10084
10085	10086	10087	10088
10089	10090	10091	10092
10093	10094	10095	10096
10097	10098	10099	10100

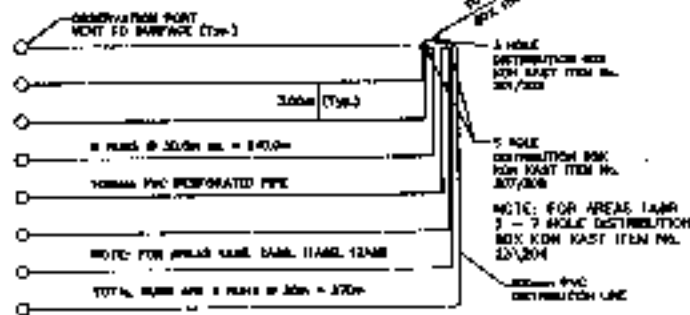
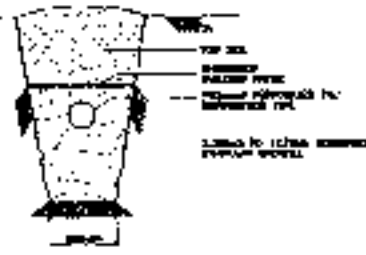
DATE: APR 23 1999
SCALE: 1" = 200'

PACE
D. E. HIRSH AND ASSOCIATES
CONSULTING ENGINEERS, LTD.
12345
LAKS OKANAGAN RESORT
2701 WESTSIDE ROAD, KALISPELL, IDAHO 83847
PROPOSED DISPOSAL FIELD LAYOUT

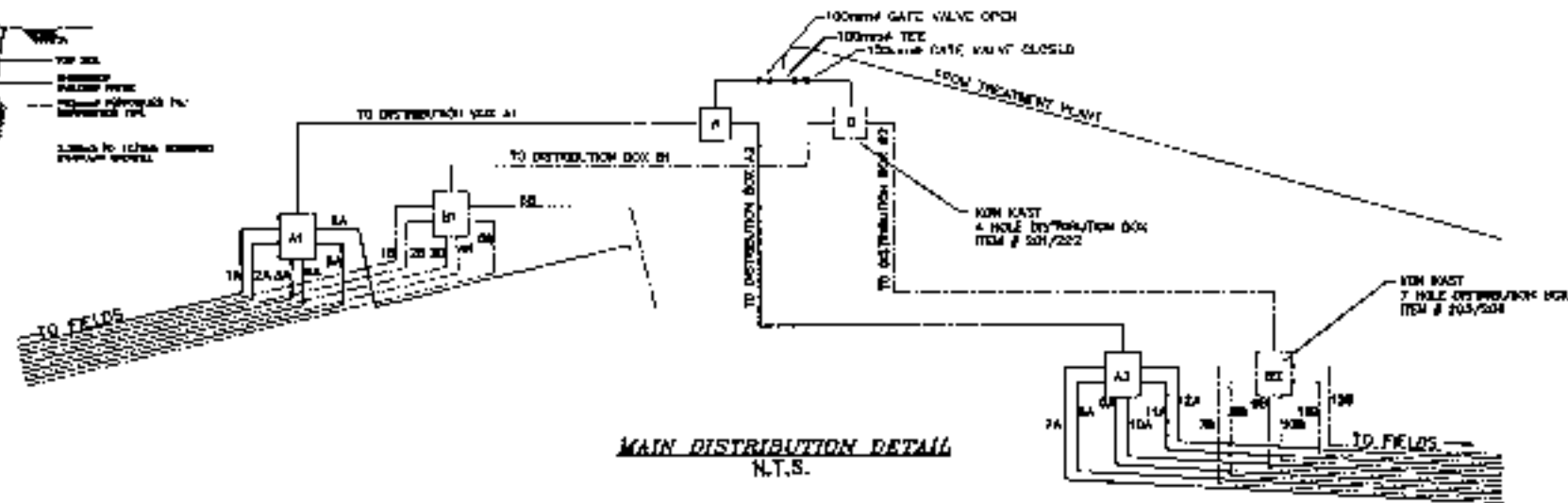
94860-S1
0
11/24/99



TYPICAL TRENCH DETAIL
N.T.S.



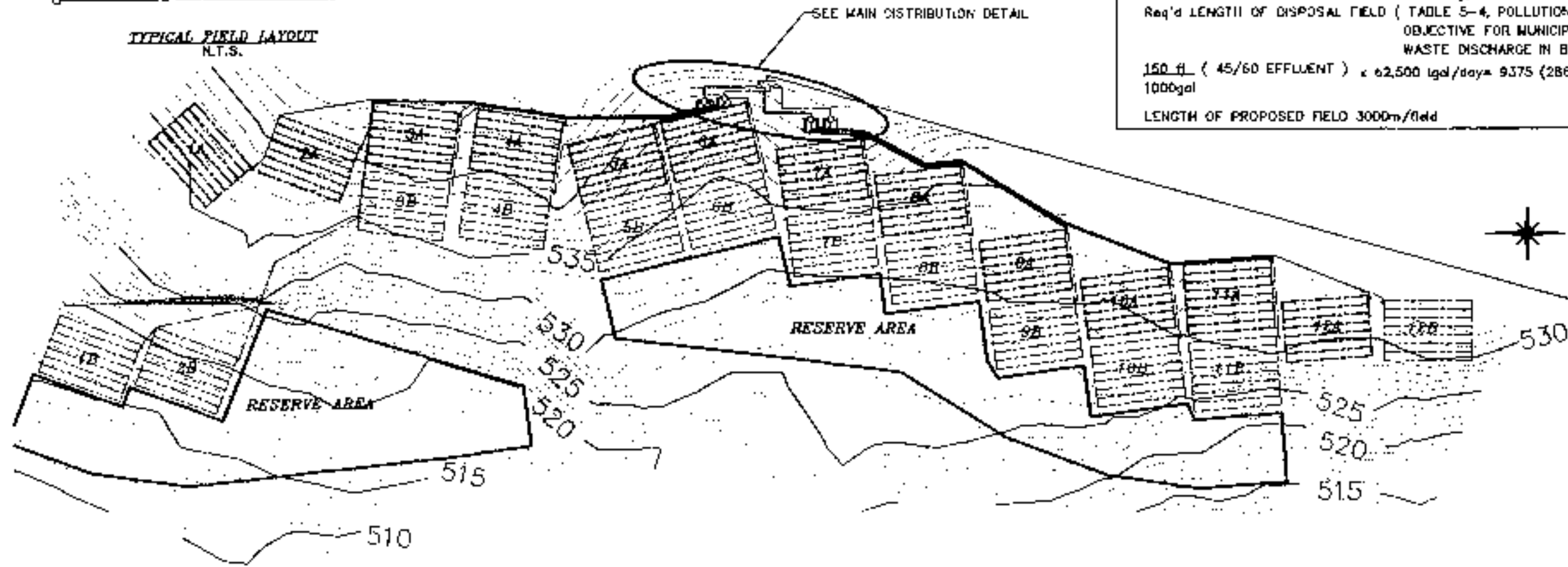
TYPICAL FIELD LAYOUT
N.T.S.



MAIN DISTRIBUTION DETAIL
N.T.S.

SEWAGE DISPOSAL FIELD DESIGN CALCULATIONS

PERCOLATION RATE - 10mln/inch (GOLDER Assoc. Report of JUNE 1/95)
 ESTIMATED DAILY SEWAGE FLOW - 284 m³/DAY (62,500 lpd)
 EFFLUENT QUALITY - 5 DAY B.O.D. - 20 mg/l
 - S.S. - 30 mg/l
 Req'd LENGTH OF DISPOSAL FIELD (TABLE 5-4, POLLUTION CONTROL OBJECTIVE FOR MUNICIPAL TYPE WASTE DISCHARGE IN B.C.)
 150 ft (45/60 EFFLUENT) x 62,500 lpd/day = 9375 (2860m)
 1000gal
 LENGTH OF PROPOSED FIELD 3000m/field



OVERALL SEPTIC FIELD LAYOUT

SCHEDULE "D"

SYMBOL	DESCRIPTION	SCALE
○	MANHOLE	1" = 10'
□	WATER VALVE	1" = 10'
○	FLOWER	1" = 10'
○	CANTARY	1" = 10'
○	STORM	1" = 10'
○	GAS	1" = 10'
○	CL. MARKER	1" = 10'
○	S.P. MARKER	1" = 10'

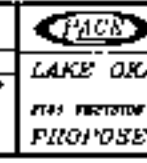
ITEM	DESCRIPTION	SCALE
1	10" PVC PIPE	1" = 10'
2	10" PVC MANHOLE	1" = 10'
3	10" PVC SAND FILL	1" = 10'
4	10" PVC SAND FILL	1" = 10'
5	10" PVC SAND FILL	1" = 10'
6	10" PVC SAND FILL	1" = 10'

ITEM	DESCRIPTION	SCALE
7	10" PVC SAND FILL	1" = 10'
8	10" PVC SAND FILL	1" = 10'
9	10" PVC SAND FILL	1" = 10'
10	10" PVC SAND FILL	1" = 10'



DATE	BY	DESCRIPTION
12/12/95	C.E. PILLING	REVISED FOR SCHEDULE "D"
12/12/95	C.E. PILLING	APPROVED FOR SUBMITTAL

DATE	BY	DESCRIPTION
12/12/95	C.E. PILLING	DESIGN
12/12/95	C.E. PILLING	APPROVED
12/12/95	C.E. PILLING	DRAWN



C. E. PILLING AND ASSOCIATES
 CONSULTING ENGINEERS LTD.
LAKE OKANAGAN RESORT
 PROPOSED SEPTIC FIELD LAYOUT

DRAWING NO.	DATE
94860-S2	12/12/95