

REGIONAL DISTRICT OF CENTRAL OKANAGAN
 LAND REGISTRY OFFICE
 BY-LAW NO. LUCA-80-1

Being a By-law of the Regional District of Central Okanagan 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 717.1(2)(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;

AND WHEREAS the amendment to the land use contract referred to herein was the subject of a public hearing pursuant to the provisions of Section 814 of the Municipal Act R.S.B.C. 1979 Chapter 290 and amendments thereto;

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 Paradise Estates Ltd. and Hans Juergen Zeunert dated the 8th day of January, 1979 and registered in the Land Title Office at Kamloops under number P2510 be amended by the Agreement attached hereto as Schedule "A" hereof.
2. That the Chairman and Secretary are hereby authorized to sign the Agreement attached hereto as Schedule "A" hereof and affix the seal of the Regional District thereto and deliver the same as the act and deed of the Regional District.
3. This By-law may be cited as "Regional District of Central Okanagan Land Use Contract Amendment By-law No. LUCA-80-1, 1980".

READ A FIRST TIME THIS 1st DAY OF December, 1980
 READ A SECOND TIME THIS 6th DAY OF April, 19 81
 READ A THIRD TIME THIS 6th DAY OF April, 19 81

RECONSIDERED AND FINALLY ADOPTED THIS 25th DAY OF May, 19 81

James H. Stuart
 Chairman

[Signature]
 Secretary

I hereby certify the foregoing is a true and correct copy of By-law No. LUCA-80-1 as read a third time by the Central Okanagan Regional District on the 6th day of April, 19 81

[Signature]
 Secretary

I hereby certify the foregoing is a true and correct of copy of By-law No. LUCA-80-1 which was Reconsidered and Adopted by the Central Okanagan Regional District on the 25th day of May, 19 81

[Signature]
 Secretary

APPROVED pursuant to the provisions of section 814 of the "Municipal Act" this 6th day of MAY 19 81

[Signature]
 Minister of Municipal Affairs

APPROVAL No. 810491

MOORE JENSEN MCALLISTER BERG
 BARRISTERS — SOLICITORS
 KAMLOOPS L.T.O. AGENTS

MOORE JENSEN MCALLISTER BERG
 BARRISTERS — SOLICITORS
 KAMLOOPS L.T.O. AGENTS

THIS AGREEMENT made the 15th day of December , A.D., 1980

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN a regional district having its municipal offices at 540 Groves Avenue, in the City of Kelowna, Province of British Columbia

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

PARADISE ESTATES LTD., a company duly incorporated under the laws of the Province of British Columbia and having an office at 44 East 10th Avenue, in the City of New Westminster, Province of British Columbia

And

HANS JUERGEN ZEUNERT, Electrical Engineer of 44 East 10th Avenue, in the City of New Westminster, Province of British Columbia

(hereinafter collectively called the "Landowner")



OF THE SECOND PART

WHEREAS:

A. Paradise Estates Ltd. 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 Vernon Assessment District, in the Province of British Columbia and being more particularly known and described as:

District Lot 3546
except Parcel "A" (see 267000F) there
Osoyoos Division Yale District

B. Hans Juergen Zeunert 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 Vernon Assessment District, in the Province of British Columbia and being more particularly known and described as:

  District Lot 4499 except those parts contained in Plans 23444, 24696 and 24697, ODYD

C. The Regional District and the Landowner have entered into a certain Land Use Contract dated the 8th day of January, 1979 registered in the Land Title Office at Kamloops under number P2510; (hereinafter called the "Land Use Contract").

D. The Regional District and the Landowner now wish to modify certain terms and conditions of the Land Use Contract as hereinafter set out;

E. Section 717.1 of the Municipal Act R.S.B.C. 1979, Chapter 290 and amendments thereto provides that a land use contract that is entered into and registered in the Land Title Office may be amended by the agreement of the Regional Board and the Owner of a parcel of land against which the contract is registered if the amendment is consented to by every person who has a registered interest in the lands and so long as the amendment is undertaken by by-law;

F. The Regional Board and the Landowner view the amendments to the Land Use Contract as hereinafter set out as substantially amending the Land Use Contract and therefore recognize that the provisions of Section 814 of the Municipal Act R.S.B.C. 1979, Chapter 290 and amendments thereto apply;

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

1. By the deletion of clause 11 of the Land Use Contract.

2. By the deletion of clause 12 of the Land Use Contract and the substitution of the following therefor:

"12. No building, facility, or structure shall be constructed, reconstructed, altered, moved or extended upon the Land except in substantial compliance with Schedule "B" attached hereto."

3. By the deletion of the first sentence of Clause 13 of the Land Use Contract and the substitution of the following therefor:

"Off street parking spaces shall be provided and located in accordance with the site plans contained within Schedule "B" hereto."

4. By the deletion of Clause 14 of the Land Use Contract and the substitution of the following therefor:

"All roadways, parking lots, accesses, boat launching ramps and other vehicular carrying facilities shall have a grade of not more than eight percent (8.0%) or a grade as approved by the Ministry of Highways of the Province of British Columbia, and shall be located and constructed in substantial compliance with and according to the plans and specifications set out in Schedule "B" hereto."

5. By the deletion of the first sentence of clause 16 of the Land Use Contract and the substitution of the following therefor:

"No building or structure shall be constructed on the Land except for those provided in Schedule "A" attached hereto."

6. By the deletion of clause 20 of the Land Use Contract and the substitution of the following therefor:

"With the exception of the residences for the Managers and the Maintenance staff as provided for in Schedule "A" and shown in Schedule "B", no recreational unit on the Land shall be used or occupied as the principal,

permanent, or ordinary residence of any person, family or household."

7. By the deletion of clause 23 of the Land Use Contract.
8. By the deletion of clause 26 of the Land Use Contract and the substitution of the following therefor:

"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 Schedule "B" hereto and in accordance with plans and specifications first approved by the Lands Branch of the Ministry of Lands, Parks and Housing of the Province of British Columbia."
9. By the deletion of clause 29 of the Land Use Contract.
10. By the deletion of clause 30 of the Land Use Contract and the substitution of the following therefor:

"The Landowner may apply for subdivision of the 463 recreational vehicle sites and 42 vacation home sites, as set out and shown on Schedule "B" attached hereto, under the provisions of the Strata Titles Act of the Province of British Columbia."
11. By the deletion of the first sentence of clause 32 of the Land Use Contract and the substitution of the following therefor:

"It is understood and agreed that the intent of this Land Use Contract is to permit the Landowner to construct a recreational park that shall be occupied in strict compliance with clause 20 of this Land Use Contract, and that the development shall enhance and not detract from the natural appearance and beauty of the Land and the adjacent lakeshore and lake."
12. By the deletion of clause A. of Schedule "A" of the Land Use Contract and the substitution of the following therefor:

"A. Not more than four hundred and sixty-three (463) recreational vehicle sites and not more than forty-two (42) vacation home sites, all of which must be oriented in substantial compliance with the plans attached hereto as Schedule "B"."
13. By the amendment of clause C. of Schedule "A" of the Land Use Contract by providing therein for two (2) swimming pools.
14. By the amendment of Schedule "A" of the Land Use Contract by the addition as clause I. thereof the following:

"I. Additional transient accommodation in a building known as a retreat and shown on the attached plan marked Schedule "B" provided that such a building is designed to accommodate not more than one hundred (100) persons."
15. By the amendment of Schedule "A" of the Land Use Contract by the addition as clause J. thereof the following:

"Six (6) picnic sites, each complete with one (1) shower and washroom building, and one (1) open picnic shelter."

16. By the amendment of Schedule "A" of the Land Use Contract by the addition as clause K. thereof the following:

"One lodge, including within
i) licensed restaurant
ii) private club room
iii) kitchen
iv) washrooms
v) manager's and/or staff accommodation."

17. By the deletion of Schedule "B" of the Land Use Contract and the substitution therefor of the plans and specifications attached hereto and marked Annexure "1" hereof.

18. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

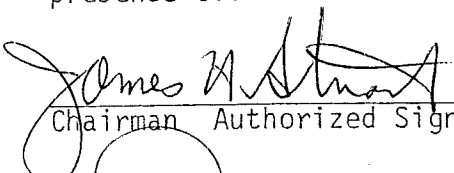
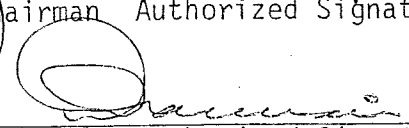
19. Where the singular or masculine is used herein the same shall be construed as including the feminine, plural, body politic or body corporate where the context or the parties so require.

A public Hearing on this Contract was held on the 19th day of March, 1981

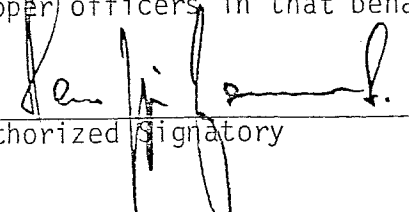
This Contract was adopted by an affirmative vote of a simple majority of the members of the Regional Board of the Regional District present at the meeting at which the by-law to authorize this Contract was adopted by the Regional Board of the Regional District on the 25th day of May, 1981

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

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

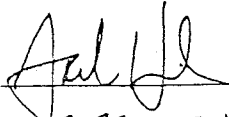

Chairman Authorized Signatory

Secretary Authorized Signatory

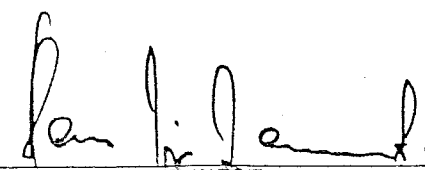
THE CORPORATE SEAL OF PARADISE
ESTATES LTD. was hereunto
affixed in the presence of its
proper officers in that behalf:


Authorized Signatory

_____))
Authorized Signatory

SIGNED, SEALED AND DELIVERED)
on the 15 day of)
DECEMBER A.D.,)
1980 in the presence of:)

Name: )
Address: 3375 WILDWOOD RD)
City: KELOWNA)
Occupation: PLANNING ASSISTANT)



HANS JUERGEN ZEUNERT

COPY

