

Buccaneer Bay Holdings Ltd. (BBH)

APPLICATION FOR DEMOLITION, BUILDING & ALTERATIONS

1. Introduction

Any construction of buildings on a BBH Site requires the **prior** approval of the BBH Directors. Why? Individual Sites are part of the property owned by the BBH and are subject to a Site License Agreement between the BBH and the Shareholder¹, the Land Use Contract between the BBH and the Province, and the applicable laws of municipal, governmental and other authorities with jurisdiction over BBH property. In addition and equally importantly, construction at one Site can have significant impacts on other Sites because of their close proximity.

Directors' approval is a prerequisite to construction; **however**, it is the Shareholder's responsibility to ensure that any construction on their Site complies with the BBH Articles and Bylaws, the Land Use Contract between the BBH and the Province and the applicable laws of municipal, governmental and other authorities with jurisdiction over BBH property. It is the Shareholder's responsibility to determine whether and what governmental permitting or approvals are required.

As part of the approval process the Directors may consider the following:

- (a) the location of the building within the boundaries of the Site;
- (b) the design qualities of the proposed building, improvement, addition or alteration;
- (c) the impact the proposed construction will have on Shareholders;
- (d) any other relevant considerations.

2. Contact Information

Site #	
Contact Name	
Street Address	
City Prov. Postal Code	
Primary Phone No.	
Alternate Phone No.	
E-Mail Address	

¹ The term "Shareholder" means either a "Member" or a "Registered Holder". Check the BBH Articles for the exact, legal definitions. Non-legal definition: A Registered Holder is someone who owns a Unit of Shares with others and a Member is either someone who is the sole owner of a Unit of Shares or, except for some situations noted in the Articles, a Registered Holder.

3. Required Information

For the Directors to consider an Application it must include the following:

Written approval of ALL shareholders associated with all neighbouring and specifically impacted sites. SIGNATURES MUST BE ON SITE PLAN SHOWING PROPOSED BUILDING OR ALTERATION THAT IS THE SUBJECT OF THE APPLICATION.

Site Plan showing:

- all existing and proposed buildings including square footage of each building on lot (non-enclosed structures for wood storage are not counted in square footage calculations)
- distance of all existing and proposed buildings from lot lines
- proposed building/Site alteration including square footage and height of proposed building(s). See Appendix 1 and Table 1 - Schedule D of the Land Use Contract for maximum number of accessory buildings and allowable square footage totals by Site

Site #: _____ Principal Dwelling area: _____ sq. feet

Total # Accessory Bldgs: _____ Total Accessory Bldg area: _____ sq. feet

Drawings or plans showing the floor plans (including square footage) and the four sides which include the elevations above ground showing overall height.

Proposed Start and End Date of Project. Note that the BBH noise rule must be complied with if work is done in July or August.

Start: _____ End: _____

The Application must be signed by all Shareholders associated with the Site (see Agreement and Signature in Part 6).

4. Details

Provide a brief outline of the project.

5. Acknowledgements and Commitments

The Shareholder(s) acknowledge and confirm that:

- (a) they will obtain all building permits, consents and approvals required by all municipal, governmental or other authorities with jurisdiction over the Site;
- (b) they will comply with the provisions of the Land Use Contract, Site License Agreement and BBH Articles;
- (c) demolition, building, or alteration begins within two years of receiving Directors' approval. If work does not begin within that two year period the Shareholder(s) must reapply for approval;**
- (d) the Directors have the authority to order Shareholder(s) to stop work or to tear down constructed work, at the Shareholder(s)'s expense, if the Shareholder(s) do not comply with the Land Use Contract, Site License Agreement or the Articles, and the Shareholder(s) confirm that they will comply with any such order given by the Directors;
- (e) they will notify the Caretaker when trades people and deliveries (by barge or otherwise) will be arriving on the Island;
- (f) the Site and adjacent areas are kept tidy during construction and that waste and debris is removed from the Site within a reasonable time after completion of building/Site alteration; and
- (g) if waste or debris is not removed from the Site within a reasonable time after completion of building/Site alteration, the BBH may cause it to be removed and the Shareholder will be responsible for the cost of such removal.

6. Agreement and Signature

By submitting the information above, the Shareholder(s) affirm that the facts set forth herein are true and complete.

The Shareholder(s) acknowledge and confirm that the Directors' approval of this Application is conditional upon the truth and completeness of the information being provided in this Application.

The Shareholder(s) acknowledge and confirm that any false statements, omissions, or other misrepresentations made by the Shareholder(s) on this Application will nullify any Directors' approval in respect of it.

Signatures are required from all Shareholders associated with the Site:

Name (printed)	
Signature	
Date	

Name (printed)	
Signature	
Date	

Name (printed)	
Signature	
Date	

Name (printed)	
Signature	
Date	

PLEASE FORWARD COMPLETED FORM TO BBH PRESIDENT AND SECRETARY

Appendix 1 – Relevant Sections of BBH Land Use Contract

Section 3.0 Buildings and Structures

(note – sections irrelevant to this Application have been excluded)

No more than sixty-three (63) principal dwellings shall be permitted on the Land. The total floor area of the dwellings permitted on the Land shall be in accordance with the following:

(a) No more than forty-four (44) principal dwellings, with a total floor area not exceeding eight hundred (800) square feet, shall be permitted on the Land;

(b) No more than sixteen (16) principal dwellings, with a total floor area not exceeding one thousand one hundred (1100) square feet, shall be permitted on the Land [see Table 1];

(c) No more than three (3) principal dwellings, with a total floor area not exceeding one thousand three hundred (1300) square feet shall be permitted on the Land [see Table 1];

(e) “Total floor area” shall mean any enclosed floor area of the main floor of the principal dwelling but also including any floor area (exceeding sixty-four (64) square feet) of the second floor of any principal dwelling which has an average ceiling height in excess of six (6) feet, two (2) inches;

(f) No principal dwelling shall be located closer than twenty (20) feet from the BBH property line unless a greater setback is required by the Sunshine Coast Regional District.

Section 3.1 Accessory Buildings

(note – sections irrelevant to this Application have been excluded)

(a) An accessory building erected on the Land shall not be used as a dwelling but may be used for temporary sleeping accommodation;

(b) An accessory building shall not exceed fifteen (15) feet in height or one (1) storey;

(c) For each principal dwelling permitted on the Land three (3) accessory buildings with a total combined floor area not exceeding three hundred fifty (350) square feet are permitted.

The parties hereto understand and agree that those principal dwellings described in [Table 1] have accessory buildings in excess of the three hundred and fifty (350) square feet permitted area as of the date hereof;

(d) No accessory building shall be located closer than twenty (20) feet from the BBH property line unless a greater setback is required by the Sunshine Coast Regional District.

Table 1: Square Footage of Principal Dwellings and Square Footage/Number of Accessory Buildings by Site as outlined in the BBH Land Use Contract

Unless otherwise noted below the total floor area of the;

- 1) principal dwelling shall not exceed 800 square feet.
- 2) accessory buildings shall not exceed 3 in total and a total combined floor area of 350 square feet.

Site Number	Principal Dwelling	Accessory Buildings	
	(max. sf)	Number of Buildings	(max. sf)
1A	1,300		
3	1,100	3	660
5	1,100	4	465
8	1,100	3	672
10	1,100		
14		3	503
15	1,100		
16		3	411
19		3	400
21	1,100		
22	1,300	2	648
23		1	370
31	1,100		
37	1,100		
39	1,100		
45	1,100	3	436
46	1,100		
47	1,100		
50	1,100		
52	1,100		
54		3	449
56	1,300		
62	1,100	5	934
63		4	360
64		2	893
68	1,100		

Note: New sites beyond Water Bay are not covered by the Land Use Contract.