

16 SEP 2008

11 30
LAND TITLE ACT

FB0211990

FORM 35
(section 220(1))

DECLARATION OF BUILDING SCHEME

READER CIRCLE


NATURE OF INTEREST CHARGE: Building Scheme

HEREWITH FEES OF: \$

Address of person entitled to apply to register this building scheme:

Full name, address, and telephone number of person presenting application:

Rachel Victoria Hutton
Stikeman Elliott LLP
1700 - 666 Burrard Street
Vancouver, B.C. V6C 2X8
Telephone: (604) 631-1342



Signature of Applicant or
Solicitor or Authorized Agent

I, Rachel Victoria Hutton, authorized signatory of 3536696 Canada Inc. ("3536696") of 3455 Fairwinds Drive, Nanoose Bay, British Columbia, V9P 9K6 declare that:

1. 3536696 is the registered owner in fee simple of the following lands:

SEE SCHEDULE

2. 3536696 hereby creates a building scheme relating to the Lots.

3. A sale of any of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.

4. The restrictions ~~in the attached schedule~~ shall be for the benefit of all the Lots, provided, however, that 3536696 reserves the right to exempt any of the Lots remaining undisposed of by it from all or any of the restrictions and benefits.

Officer Signature(s)

Execution Date

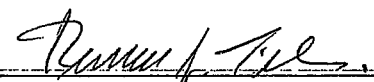
Transferor/Borrower/Party
Signature


RACHEL V. HUTTON
 BARRISTER AND SOLICITOR
STIKEMAN ELLIOTT LLP
 SUITE 1700 PARK PLACE 666 BURRARD STREET
 VANCOUVER, BRITISH COLUMBIA, CANADA
 V6C 2X8 (604) 631-1300

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3536696 CANADA INC.
 by its authorized signatories


 Name: John Purcell


 Name: Russell Tibbles

OFFICER CERTIFICATION

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM E
SCHEDULE**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

1.

027-626-628	Lot 1, District Lot 78, Nanoose District, Plan VIS 6648
027-626-636	Lot 2, District Lot 78, Nanoose District, Plan VIS 6648
027-626-644	Lot 3, District Lot 78, Nanoose District, Plan VIS 6648
027-626-652	Lot 4, District Lot 78, Nanoose District, Plan VIS 6648
027-626-661	Lot 5, District Lot 78, Nanoose District, Plan VIS 6648
027-626-679	Lot 6, District Lot 78, Nanoose District, Plan VIS 6648
027-626-687	Lot 7, District Lot 78, Nanoose District, Plan VIS 6648
027-626-695	Lot 8, District Lot 78, Nanoose District, Plan VIS 6648
027-626-709	Lot 9, District Lot 78, Nanoose District, Plan VIS 6648
027-626-717	Lot 10, District Lot 78, Nanoose District, Plan VIS 6648
027-626-725	Lot 11, District Lot 78, Nanoose District, Plan VIS 6648
027-626-733	Lot 12, District Lot 78, Nanoose District, Plan VIS 6648
027-626-741	Lot 13, District Lot 78, Nanoose District, Plan VIS 6648
027-626-750	Lot 14, District Lot 78, Nanoose District, Plan VIS 6648
027-626-768	Lot 15, District Lot 78, Nanoose District, Plan VIS 6648
027-626-776	Lot 16, District Lot 78, Nanoose District, Plan VIS 6648
027-626-784	Lot 17, District Lot 78, Nanoose District, Plan VIS 6648
027-626-792	Lot 18, District Lot 78, Nanoose District, Plan VIS 6648
027-626-806	Lot 19, District Lot 78, Nanoose District, Plan VIS 6648
027-626-814	Lot 20, District Lot 78, Nanoose District, Plan VIS 6648
027-626-822	Lot 21, District Lot 78, Nanoose District, Plan VIS 6648
027-626-831	Lot 22, District Lot 78, Nanoose District, Plan VIS 6648
027-626-849	Lot 23, District Lot 78, Nanoose District, Plan VIS 6648
027-626-857	Lot 24, District Lot 78, Nanoose District, Plan VIS 6648
027-626-865	Lot 25, District Lot 78, Nanoose District, Plan VIS 6648
027-626-873	Lot 26, District Lot 78, Nanoose District, Plan VIS 6648

(hereinafter, the "Lots", each of which is a "Lot").

SCHEDULE OF RESTRICTIONS
TO BUILDING SCHEME

1. DEFINITIONS

In this Building Scheme:

- (a) **"Building Scheme"** means the Declaration of Building Scheme to which this Schedule of Restrictions is attached together with this Schedule of Restrictions.
- (b) **"Common Property Access Road"** means the common property of the Strata Corporation designated by the Strata Corporation for use as an access road to the Lots.
- (c) **"Design Coordinator"** means:
 - ~~(i) until an Occupancy Permit is issued for a Dwelling on the last of the Lots to have a Dwelling constructed on it, the Developer, or any agent, entity, or person or persons from time to time designated by the Developer as the Design Coordinator hereunder; and~~
 - (ii) thereafter, the Strata Corporation.
- (d) **"Developer"** means Georgia Strait Developments Ltd.
- (e) **"Dwelling"** means an Improvement on a Lot intended to be used as a home or residence;
- (f) **"Front Property Line"** means the Property Line common to the Lot and the Common Property Access Road;
- (g) **"Front Yard"** means the area of any Lot between the Front Property Line and a line drawn parallel to the Front Property Line at the point of the wall nearest to the Front Property Line of any Dwelling on the Lot.
- (h) **"Improvement"** means any building, structure, fence, wall, erection, or other improvement of any kind, whatsoever, whether above or below ground level, and any addition or alteration thereto, and includes, without limitation, a Dwelling.
- (i) **"Lots"** means the lots described in paragraph 1 of the Declaration of Building Scheme to which this Schedule of Restrictions is attached, or any portion thereof, and **"Lot"** means any one of the Lots.

- (j) **"Owner"** means any of the following persons and their respective successors in title to a Lot:
- (i) the registered owner from time to time of any one of the Lots or any part thereof;
 - (ii) the registered owner from time to time of a right to purchase any one of the Lots or any part thereof; and
 - (iii) the beneficial owner from time to time of any one of the Lots or any part thereof.
- (g) **"Plans"** means all plans and specifications of any proposed work or Dwelling required by the Design Coordinator, including, without limitation:
- (i) site plans showing the location of the Improvement on the Lot, road access, driveways, parking, fencing, decks and patios;
 - (ii) ~~floor plans showing all dimensions of the Improvement;~~
 - (iii) plans showing elevations of the Improvement, including existing and finished grades at all corners of the Improvement, taking into account any applicable grading plans;
 - (iv) grading plans, including how grade differences are being handled and height calculations;
 - (v) storm water management plans;
 - (vi) landscaping plans and specifications, including any hard and soft landscaping to be located in planting beds adjacent to any Improvement, decks or patios;
 - (vii) Improvement cross-sections; and
 - (viii) Improvement details including or showing the following:
 - (1) ridge, eave, soffit, and fascia details;
 - (2) base and window trim;
 - (3) deck handrail, fence and streeting details;
 - (4) a description of the exterior finish materials and colour selections with full material specifications;
 - (5) the type and quality of building materials, including roofing materials; and
 - (6) materials to be used for driveways;

- (l) **"Property Line"** means the legally defined line or lines bounding any Lot.
- (m) **"Rear Property Line"** means the Property Line opposite to and most distant from the Front Property Line.
- (n) **"Rear Yard"** means that area of any Lot between the Rear Property Line and a line drawn parallel to the Rear Property Line at the point of the wall nearest to the Rear Property Line of any Dwelling on the Lot.
- (o) **"Side Yard"** means the area of a Lot which is not Front Yard or Rear Yard.
- (p) **"Strata Corporation"** means the Owners, Strata Plan VIS 6648 being the strata corporation consisting of the owners of the Lots.

2. DEVELOPER'S APPROVAL OF PLANS

2.1 Plan Approval

No person or persons shall:

- (a) place, erect, construct, commence to construct, or use any Improvement on any of the Lots; or
- (b) make any substantive exterior alterations, additions, or extensions to any existing Improvement on any of the Lots; or
- (c) place, locate or allow to remain any landscaping, including hard or soft landscaping, trees, plants, shrubs or other vegetation on any of the Lots;

without first:

- (d) providing Plans to the Design Coordinator; and
- (e) obtaining the approval of the Plans by the Design Coordinator.

2.2 No Lot Preparation without Plan Approval

No grading, filling, excavating or other work may be carried out or performed on any Lot unless the Plans for that work have been provided to the Design Coordinator and approved by the Design Coordinator;

2.3 No Improvement without Plan Approval

No Improvement shall be built, constructed, placed or allowed to remain on any Lot that has not obtained the approval of the Design Coordinator.

2.4 No Improvement without Completion

No Improvement shall be erected, placed or allowed to remain on any Lot unless that Improvement shall be completed within 12 months of the date the Design Coordinator approved the Plans or has re-approved the Plans, as the circumstances require. In this paragraph, "Completed" means completion of all exterior finishes on that Improvement and the installation of all windows and doors in that Improvement.

~~2.5 No Landscaping without Plan Approval~~

~~No landscaping, including hard or soft landscaping, trees, plants, shrubs or other vegetation shall be placed, located or allowed to remain on any Lot that has not obtained the approval of the Design Coordinator.~~

3. SITE REQUIREMENTS

3.1 Garages

~~(a) No garage or carport shall be constructed, placed or allowed to remain on any Lot unless the Plans for that garage have been provided to the Design Coordinator and approved by the Design Coordinator.~~

(b) No garage or carport shall be constructed, placed or allowed to remain on any Lot except an enclosed garage capable of parking a minimum of two standard passenger size motor vehicles:

- (i) that is located contiguous to the Dwelling of which it forms a part; or
- (ii) that is a detached garage that is not constructed on that portion of any Lot between the Front Property Line and a line drawn parallel to the Front Property Line equidistance from the Front Property Line and the wall nearest to the Front Property Line of any Dwelling on the Lot;

(c) No driveway shall be constructed, placed or allowed to remain on any Lot unless the driveway provides sufficient parking space to park no fewer than two (2) standard passenger size motor vehicles;

3.2 Fencing

~~(a) No fencing shall be constructed, erected, placed or allowed to remain on any Lot unless the Plans for that fencing have been provided to the Design Coordinator and approved by the Design Coordinator.~~

- (b) No fencing shall be constructed, erected, placed or allowed to remain in the Front Yard of any Lot;
- (c) No fencing on any Lot shall exceed 1.0 meter in height above the grade of that Lot ~~as approved by the Design Coordinator.~~



3.3 Driveways

No driveway shall be constructed, placed or allowed to remain on any Lot unless it is made with stamped concrete, exposed aggregate or paving blocks. For greater certainty, no gravel driveways, rock driveways, earth covered driveways or crushed seashell driveways are allowed.

3.4 Grading

No Lot shall have grading or ground conditions that do not comply with Plans provided to and approved by the Design Coordinator;

4. MATERIALS

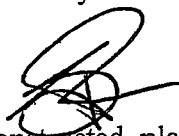
4.1 Roofs

No roof shall be constructed, placed or allowed to remain on any Improvement that uses materials other than fiberglass, fiber shingle or ceramic tile. For greater certainty, no roof shall be constructed or placed on any Improvement that uses wooden shakes or shingles.

4.2 Exterior Wall Materials

No exterior wall of any Improvement shall be constructed, placed, installed or allowed to remain on any Improvement that uses vinyl or aluminum siding.

~~4.3 Exterior Colour~~



~~No Improvement shall be constructed, placed or allowed to remain on any Lot unless the Design Coordinator has approved the exterior colour of the Improvement. No change in the exterior colour of the Improvement, from that approved by the Design Coordinator, shall be undertaken or made without the approval of the Design Coordinator.~~

5.0 GENERAL REQUIREMENTS

- (a) No Lot shall be portioned or subdivided into 2 or more lots.
- (b) No Lot shall be used for the storage, maintenance or repair of any junked, wrecked or partially junked or wrecked motor vehicles or any salvage materials, or goods intended for commercial use or sale.
- (c) No waste or refuse shall be kept or stored on any Lot;
- (d) No more than one (1) single family Dwelling together with appurtenant outbuildings shall be constructed on any Lot.
- (e) No satellite dish, no television or radio antenna or aerials, and no similar signal receiving apparatus, in excess of 75 centimetres shall be built, constructed, erected, placed, located or allowed to remain outside any Dwelling on any Lot;
- (f) No trailers, boats, campers, commercial vehicles, recreational equipment, recreational vehicles or all terrain vehicle shall be stored on any Lot unless the trailer, boat, camper, commercial vehicle, recreational equipment, recreational vehicle or all terrain vehicle is:
 - (i) in a garage; or
 - (ii) both, in the Rear Yard or any Side Yard of a Lot and screened from public view by screening shrubbery or a fence.

~~where the garage or the fence, as the circumstances require, has been approved by the Design Coordinator;~~

- (g) No portable Improvement, or tent or similar structure, shall be built, place, erected, constructed or allowed to remain on any Lot.

6. WAIVER

The Developer as the owner in fee simple expressly reserves the right to exempt any Lot or Lots, or any part of the land, not disposed of by the Developer at the time the exemption takes effect, from all or any of the restrictions and benefits of this Building Scheme.

END OF DOCUMENT

