

LAND TITLE ACT  
FORM 35  
(section 220(1))

DECLARATION OF BUILDING SCHEME

Nature of Interest Charge: STATUTORY BUILDING SCHEME  
Herewith Fees of: \$60.00

Address of person entitled to apply to register this Building Scheme:  
PARKS, O'CONNOR & PARKS INVESTMENTS LIMITED and  
481630 B.C. LTD.  
Suit One - 102 Lower Ganges Road  
Salt Spring Island, B.C., V8K 2S7

Full name, address, and telephone number of person presenting application:  
COX, TAYLOR - Barristers and Solicitors  
Burnes House, Third Floor, 26 Bastion Square  
Victoria, B.C., V8W 1H9  
(250) 388-4457



Signature of Solicitor

BCD

YAO

We, Parks, O'Connor & Parks Investments Limited (Inc. No/481568) and 481630 B.C. LTD. (Inc. No/481630) declare that:

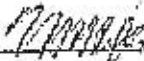
1. We are the registered owner in fee simple of the following lands (hereinafter called the "Lots")

- Lot 1, Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 2, Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 3, Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 4, Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 5, Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 6, Section 1 and Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 7, Section 1, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 8, Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 9, Section 1 and Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 10, Section 1 and Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 11, Section 1 and Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 12, Section 1 and Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 13, Section 1 and Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 14, Section 1, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 15, Section 1, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 16, Section 1, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 18, Section 1, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 19, Section 1, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 21, Section 1, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 22, Section 1 and Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 23, Section 1 and Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 24, Section 1 and Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776
- Lot 25, Section 1 and Section 2, Range 1, North Salt Spring Island, Cowichan District, Plan VIP 80776

- 2. We hereby create 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 hereto.
- 4. The restrictions shall be for the benefit of all the Lots,

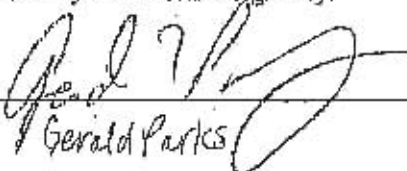
EXECUTION: Execution Date  
 Y M D  
 06 03 17

Officer Signature:

  
 \_\_\_\_\_  
 NOLA M. SILZER  
 9830 Fourth Street  
 Sidney, BC V8L 2Z3  
 Barrister & Solicitor

Party Signature:

Parks, O'Connor & Parks Investments Limited by its authorized signatory:

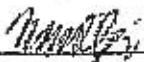
  
 \_\_\_\_\_  
 Gerald Parks

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.

EXECUTION: Execution Date  
 Y M D  
 06 03 17

Officer Signature:

  
 \_\_\_\_\_  
 NOLA M. SILZER  
 9830 Fourth Street  
 Sidney, BC V8L 2Z3  
 Barrister & Solicitor

Party Signature:

481630 B.C. Ltd. by its authorized signatory:

  
 \_\_\_\_\_  
 Melvin Topping

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.

**CONSENT AND PRIORITY AGREEMENT OF CHARGEHOLDERS**

The Royal Bank of Canada, holder of the following registered charge, consent to registration of the above Declaration of Building Scheme and agree that it shall have priority over our respective charge.

Officer Signature



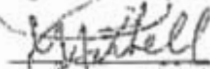
**WILLIAM A. SCOTT**  
Barrister & Solicitor  
301 Franklin Street  
Nanaimo, B.C. V9R 2X5

Execution Date

Y	M	D
06	03	20

Party's Signature

ROYAL BANK OF CANADA, by its authorized signatory:



Lois Mitchell  
ACCOUNT MANAGER



DAVID ABERNETHY  
Senior Account Manager  
(MORTGAGE EVALUATION)

**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.

## Schedule of Restrictions

## 1. Siting of Buildings

Subject to any applicable municipal building requirements, any dwelling house, garage, outbuildings, cottage, greenhouse or ancillary structure (hereinafter "Improvement") shall not be built, located or placed temporarily or permanently, except in accordance with clause 2 hereof.

## 2. Construction

- (a) No improvement, wall (including retaining wall), fence, pole, aerial or structure of any kind on any Lot or any addition thereto or alteration thereof shall be erected or maintained unless the plans, building specifications and location thereof as indicated by a siting plot plan, including the distances from the front, side and rear lot limits and also showing the nature, kind, size, height, material, colour scheme and location of driveway access and driveway surface shall have been first submitted to and approved by Spring Gold Joint Ventures and no improvement, dwelling, building, wall, fence, pole, aerial or structure of any kind shall be constructed or placed on any Lot otherwise than in conformity with such plans, specifications and siting plan.
- (b) No building shall be erected or placed on any Lot for use as a dwelling house unless the building shall have a minimum gross living area of 1,400 square feet exclusive of garages, basement, unroofed sundecks, attics or other annexures and a minimum of 1,000 square feet on the main floor of a two storey dwelling house.
- (c) No improvement shall be permitted or left with a temporary or unfinished exterior surface, such as vapor barriers, sheathing, plywood or particle board, for a period of more than one hundred and eighty (180) days from the date of commencement of construction of the improvement.
- (d) No dwelling unit, ancillary structure or cottage shall be constructed on a Lot except in accordance with the restrictions and design guidelines contained herein and any dwelling unit, ancillary structure or cottage shall be substantially completed and an occupancy permit issued with respect thereto within twelve (12) months from the commencement of construction.
- (e) No dwelling unit, ancillary structure or cottage constructed on a Lot shall be occupied by any person or persons unless and until that dwelling unit, ancillary structure or cottage is substantially completed and an occupancy permit relating thereto has been issued by the appropriate authorities having jurisdiction.

3. No trees, shrubs or vegetation situate on any Lot shall be cut down, topped, destroyed or removed within eight (8) metres of any boundary of any Lot, excepting always that, subject to clause 2 (a) hereof, one driveway not exceeding six (6) metres in cleared width shall be allowed on each Lot and one hydro line right-of-way cleared to the minimum permitted standards of B.C. Hydro shall also be allowed on each Lot.

4. No building on a Lot shall be used for any purpose other than that of a single family residence and, without restricting the generality of the foregoing, no building shall be used at any time for the purpose of any profession, trade, vocation, commercial enterprise of any nature, nor as a hospital, charitable, religious or education institution, school, community hall, church, cemetery, veterinarian clinic, animal hospital, pet boarding services, kennels and pounds; provided, however, that these commercial enterprise restrictions shall not apply to dental and medical offices for a maximum of one medical practitioner and home base use businesses are not restricted but are subject to section 3.13 of Salt Spring Island Land Use Bylaw No. 355.

5. No mobile home, house, trailer or pre-manufactured home shall be constructed or placed on any Lot as a form of residence or camp, except trailers of no greater than twenty-four (24) feet in length, will be permitted for living accommodations during the period of house construction of a residential dwelling on a Lot within the time limits set out in clause 2 (d) hereof.

6. No part of any Lot that is visible from any street or neighbouring lot shall remain without complete landscaping after one hundred and eighty (180) days from the date of occupancy of a residential dwelling constructed on the Lot.

7. No commercial vehicles or machinery in the nature of logging trucks, bulldozers, dump trucks or like vehicles shall be parked so as to be visible from the street or any residence on any neighbouring lot, except for the specific temporary purpose of doing construction or maintenance work upon any of the Lots for the improvement or the benefit thereof, or for temporary parking for the purposes of conducting regular business in or about any of the Lots, provided, however, that a recreational vehicle (including travel trailers and boats) may be stored or parked on any Lot provided that it is screened from view of the street and the residential dwellings on any adjoining or neighbouring lots.

8. No satellite receiving dishes of greater than twenty-four (24) inches in diameter, television antennae, short wave radio-aerials, clothes lines or any erections of a similar or like nature shall be permitted on any Lot.

9. No derelict vehicles or part related thereto or any salvage material, junk, refuse or waste shall be stored, kept or permitted to be in or about any Lot.

10. No swimming pool or hot tub filter or heating units shall be constructed or maintained on any Lot unless screened or contained in an enclosure that is compatible with the residential dwelling located on the Lot.

11. No garbage cans shall be kept on any Lot in any location that is visible from the street or any other Lots in the subdivision, unless kept in an enclosure or screened area.
12. No fence on any Lot shall be constructed of any material other than natural materials and such fences must either be left unfinished or stained with materials of a natural hue so as to blend with the surrounding landscape.
13. Except as necessary for the preservation of privacy and security, owners of Lots adjacent to lands dedicated as Park may not erect fencing or signage along the boundary between their Lot and the adjoining park land.
14. No owner shall operate a motor-cycle, trail-bike or any kind of motor-cycle, go carts or dune buggies or off-road vehicles on any Lot for recreational purposes.
15. No Lot shall be subdivided or altered in its boundaries except for a plan of subdivision required by any appropriate municipal authority for dedication of road, park or other similar purpose.
16. Where approval or consent of Spring Gold Joint Ventures is required to be obtained, such approval or consent may be given by such agent, committee, person or persons, or approving officer designated by Spring Gold Joint Ventures for the purposes of giving consents and approval and such power of appointment or right of nomination may be delegated by Spring Gold Joint Ventures. Spring Gold Joint Ventures or the person designated by it may, in writing, waive or vary its rights to require compliance with the terms of any of the foregoing restrictions by any particular Lot owner or owners.

17. **Sole Discretion**

Spring Gold Joint Ventures shall have the right and power in its absolute discretion from time to time by any deed or deeds in writing to waive or vary or release any of the foregoing restrictions as regards to any Lot or Lots affected by these restrictions or rights, subject or not to any different restrictions, provided always that Spring Gold Joint Ventures is the registered owner of that Lot. If all the said restrictions are so waived as regards any Lot, then no benefit of the said restrictions shall accrue to such Lot in relation to any other Lot or Lots in the building scheme created. For the purposes of this clause and Section 220 (3) of the *Land Title Act*, all of the Lots remain undisposed of at this time.

END OF DOCUMENT