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EN033148

LAND TITLE OFFICE
LAND TITLE ACT
FORM 35
(Section 220(1))

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1# @ 55 edg

DECLARATION OF STATUTORY BUILDING SCHEME

Nature of Interest: Charge - Building Scheme
Herewith Fee of: \$55.00

Address of person entitled to apply to register this building scheme: 21/04/21 12:17:31 01 V1
CHARGE

153797
105.00

521901 B.C. Ltd.
201 - 4430 Chatterton Way, Victoria, BC, V8X 5J2

Full name, address, telephone number of person presenting application:
WOODS ADAIR, Barristers & Solicitors, 201 - 4430 Chatterton Way, Victoria, BC, V8X 5J2, Telephone: 479-9367

①

BURNS SERVICES: *Adair*
(Signature of Agent)

I, Robert David Adair, Secretary of 521901 B.C. Ltd., declare:

1. 521901 B.C. Ltd. is the registered owner in fee-simple of the following land (hereinafter called "the lots"):

See Attached Schedule "A"

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 or annexed hereto.

4. The restrictions shall be for the benefit of all the lots.

EXECUTION DATE

Officer Signature(s)

Darrel Woods

DARREL WOODS
Barrister & Solicitor
201 - 4430 Chatterton Way
Victoria BC V8X 5J2

Y	M	D
99	04	19

Party(ies) Signature(s)
521901 B.C. Ltd.
by its authorized
signatory

Robert David Adair
Robert David Adair

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

CONSENT AND PRIORITY OF AGREEMENT OF CHARGE HOLDERS:

PACIFIC COAST SAVINGS CREDIT UNION, the holder of the following registered charges, a Mortgage and Assignment of Rents registered in the Land Title Office, Victoria, British Columbia, under charge numbers EM33663 and EM33664, and a Mortgage and Assignment of Rents registered in the Land Title Office, Victoria, British Columbia under charge numbers EM121014 and EM121015, consents to the registration of the above Declaration of Building Scheme and agree it shall have priority over our respective charges.

Execution Date
Y M D

Officer's Signature



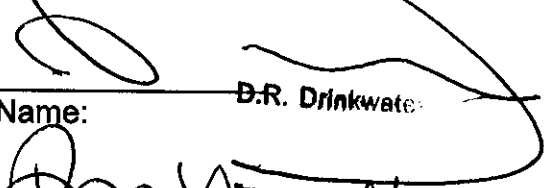
HEINZ SZCZYPIORKOWSKI
A Commissioner For Taking Affidavits
for British Columbia
722 CORMORANT STREET
VICTORIA, B.C. V8W 1P3

99	4	19
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Transferor's Signature

PACIFIC COAST SAVINGS CREDIT UNION

by its authorized signatory(ies)



Name:

D.R. Drinkwater



Name:

R.M. Tippett

AS TO BOTH SIGNATURES

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.

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SCHEDULE "A"

Lots 1 thru 24, Section 71, South Salt Spring Island, Cowichan District, Plan VIP68753

PID Numbers:

- 024-473-677
- 024-473-685
- 024-473-693
- 024-473-707
- 024-473-715
- 024-473-723
- 024-473-731
- 024-473-740
- 024-473-758
- 024-473-766
- 024-473-774
- 024-473-782
- 024-473-791
- 024-473-804
- 024-473-812
- 024-473-821
- 024-473-839
- 024-473-847
- 024-473-855
- 024-473-863
- 024-473-871
- 024-473-880
- 024-473-898
- 024-473-901

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 paragraph 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 521901 B.C. Ltd. (hereinafter "Island View Properties") 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 vapour barriers, sheathing, plywood, or particle board, for a period of more than 180 days from the date of commencement of construction of the improvement.
- (d) All dwelling units and any ancillary structures or cottages shall be constructed in accordance with these restrictions and design guidelines and an Occupancy Permit shall be obtained, where applicable, within twelve months of the commencement of construction.
- (e) No dwelling house or cottage shall be occupied by any person or persons unless and until the dwelling house or cottage is substantially completed and an Occupancy Permit is issued by the Building Inspector's Office for it.

3. Tree Cutting

- (a) No trees, shrubs, or vegetation situate on any lot shall be cut down, topped, destroyed, or removed, without the consent of Island View Properties, within eight meters of any boundary of any lot, excepting always that, subject to paragraph 2(a) hereof, one driveway not exceeding 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.
- (b) Except for trees within the boundaries of the building envelopes approved by Island View Properties for the construction of improvements, no tree having a diameter of 8 inches or more measured at 3 feet above ground level shall be cut down, topped, destroyed or removed, without the written consent of Island View Properties.

4. 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 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 paragraph 2 hereof.

5. Landscaping on any lot that is visible from any street or neighbouring lots must be completed within 180 days of occupancy of a residential dwelling constructed on the lot.

6. 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.

7. No satellite receiving dishes of greater than 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.

8. 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.

9. 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, in the opinion of Island View Properties, compatible with the residential dwelling located on the lot.
10. 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.
11. 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. These restrictions on fencing shall not apply to any fence on Lots 5 and 6 if the fence does not border or face a public road right-of-way.
12. Owners of lots adjacent to those lands that are dedicated as Park may erect fencing or signage on their own property, along the boundary adjoining any park land, as is necessary to preserve their privacy and security.
13. No owner shall operate a motorcycle, trial-bike or any kind of motorcycle, go carts or dune buggies or off-road vehicles on any lot for recreational purposes.
14. No lot shall be subdivided or altered in its boundaries without the consent of Island View Properties, except for a plan of subdivision required by any appropriate municipal authority for dedication of road, park, or other similar purpose.
15. If any one or more of the restrictions herein contained are breached, Island View Properties, shall have the right, but shall not be obliged to enter upon the lot and take whatever steps are necessary to cure such breach at the expense of the owner of the lot where the breach of restrictions has occurred. All costs of Island View Properties shall be paid by the owner(s) of the lot where the breach of restrictions has occurred.
16. Nothing herein contained shall be construed or implied as imposing upon Island View Properties, its agents or employees, any liability in the event of non-compliance or non-fulfilment of any of the terms, restrictions and benefits set forth herein and no liability or responsibility whatsoever shall be incurred by Island View Properties, its agents or employees in the performance or non-performance of its rights and obligations herein.
17. Where approval or consent of Island View Properties is required to be obtained, such approval or consent may be given by such agent, committee, person or person, or approving officer designated by Island View Properties for the purposes of giving consents and approval and such power of appointment or right of nomination may be delegated by Island View Properties. Island View Properties or the person designated

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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.

18. Sole Discretion

Island View Properties 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 Island View Properties 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 paragraph and Section 220(3) of the Land Title Act, all of the lots remain undisposed of at this time.

END OF DOCUMENT