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LAND TITLE ACT
FORM 35

(Section 216(1))

DECLARATION OF BUILDING SCHEME - Phase III

COPY
Page 1 of 7 Pages

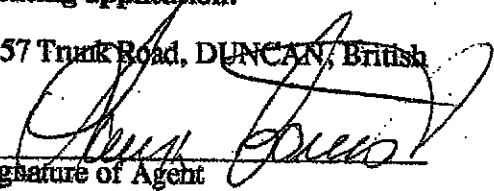
NATURE OF INTEREST: CHARGE: BUILDING SCHEME
HEREWITH FEE OF \$66.15

Address of person entitled to register this building scheme:

P.O. Box 78, DUNCAN, British Columbia, V9L 3X1

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

HUGH J. ARMSTRONG LAW CORPORATION, Lawyer, 157 Trunk Road, DUNCAN, British Columbia, V9L 2P1


Signature of Agent

I, CHRISTOPHER DAVID CLEMENT, declare that:

1. I am the authorized signatory of C.C. INVESTMENTS LTD., Incorporation Number 447938, the registered owner in fee simple of the following lands (hereinafter referred to as the "Lots"):

- PID # Lot 1, Section 19, Range 4, Chemainus District, Plan VIP 88346;
- PID # Lot 2, Section 19, Range 4, Chemainus District, Plan VIP 88346;
- PID # Lot 3, Section 19, Range 4, Chemainus District, Plan VIP 88346;
- PID # Lot 5, Section 19, Range 4, Chemainus District, Plan VIP 88346;
- PID # Lot 6, Section 19, Range 4, Chemainus District, Plan VIP 88346;
- PID # Lot 7, Section 19, Range 4, Chemainus District, Plan VIP 88346;
- PID # Lot 8, Section 19, Range 4, Chemainus District, Plan VIP 88346;
- PID # Lot 9, Section 19, Range 4, Chemainus District, Plan VIP 88346;

PID # Lot 10, Section 19, Range 4, Chemainus District, Plan
VIP 88346;

PID # Lot 11, Section 19, Range 4, Chemainus District, Plan
VIP 88346;

PID # Lot 12, Section 19, Range 4, Chemainus District, Plan
VIP 88346;

PID # Lot 14, Section 19, Range 4, Chemainus District, Plan
VIP 88346;

PID # Lot 15, Section 19, Range 4, Chemainus District, Plan
VIP 88346;

PID # Lot 16, Section 19, Range 4, Chemainus District, Plan
VIP 88346;

PID # Lot 17, Section 19, Range 4, Chemainus District, Plan
VIP 88346;

PID # Lot 18, Section 19, Range 4, Chemainus District, Plan
VIP 88346;

PID # Lot 20, Section 19, Range 4, Chemainus District, Plan
VIP 88346;


PID # Lot 21, Section 19, Range 4, Chemainus District, Plan
VIP 88346;

PID # Lot 22, Section 19, Range 4, Chemainus District, Plan
VIP 88346;

PID # Lot 23, Section 19, Range 4, Chemainus District, Plan
VIP 88346;

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 the Lots.

OFFICER SIGNATURE


HUGH J. ARMSTRONG
Lawyer & Notary Public
157 Trunk Road
Duncan, B.C. V9L 2P1

Execution Date
Y / M / D
10 08 23

PARTY(IES) SIGNATURE(S)
C.C. INVESTMENTS LTD. By its
Authorized Signatory


CHRISTOPHER DAVID
CLEMENT

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, RSBC 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 CHARGE HOLDERS**

WE, ISLAND SAVINGS CREDIT UNION, the holders of Mortgage Number CA230728 as Modified under No. FB173392 and Assignment of Rents Number CA237029, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our charge.



OFFICER SIGNATURE

Execution Date

PARTY(IES) SIGNATURE(S)
ISLAND SAVINGS CREDIT UNION
by its Authorized Signatory


MARK MARCIL
Commissioner for taking Affidavits
for British Columbia
Island Savings Credit Union
300 - 499 Canada Avenue
Duncan BC V9L 1T7
(as to both signatures)

10/08/26


Joy Clissold

Geneve Fitzgerald

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, RSC 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. APPROVAL BY DEVELOPER

- 1.1 There shall be no commencement of site preparation, including filling and excavation, and there shall not be erected, constructed or made on any lot, any residence, building, fence or other improvements or additions thereto, or alterations thereof, unless and until the same has been approved in writing by C.C. Investments Ltd. (the "Developer").

2. TIME FOR COMPLETION

- 2.1 No building shall be erected on any of the lots unless the same shall be completed in accordance with its plans and specifications within twelve (12) months from the date of commencement. For the purposes of these restrictions "completed" shall mean completion of all exterior finishes including siding and like finishing material, and includes placement of windows, doors and exterior painting; and also shall include the completing of porches and other like annexure.
- 2.2 All landscaping including sidewalks and driveways shall be completed within sixteen (16) months from the date of commencement of construction on a lot.

3. GARAGES AND DRIVEWAYS

- 3.1 Driveways must be paved or concrete.

4. SIZE AND HEIGHT

- 4.1 No one level residence constructed on a lot shall have a living area of less than 1,200 square feet or 111.48 square metres on the main floor, calculated excluding the areas of any garages, decks, patios and sunrooms that are physically part of the residence structure.
- 4.2 No two level residence shall be constructed on any of the lots.

5. USAGE

- 5.1 No Duplex shall be erected on any of the lots.
- 5.2 No shack or cabin shall be erected on any of the lots or be used either temporarily or permanently as a residence.
- 5.3 No temporary structure shall be erected on any lot or used for any purpose. Construction trailers will only be permitted during the construction of the dwelling and must be removed as soon as the dwelling is complete.
- 5.4 No trailer, mobile home, manufactured home, camper or motor vehicle of any kind shall be maintained on any of the lots as a residence, either permanently or temporarily.

6. VEHICLES

- 6.1 Except for licensed passenger automobiles, passenger vans and trucks of not greater than a one ton capacity, no vehicle or other chattel not primarily for use on the lot, including without limitation, trailers, campers, motor homes, trucks and boats shall be parked, stored or situated on any lot except in a garage, or in an area on the lot to the side or the rear of the house which is bounded by fencing or vegetation adequate to screen the same from neighbouring lots and public areas.
- 6.2 No truck in excess of a one ton capacity, or commercial vehicle or machinery of any kind, and in particular logging trucks, bulldozers, backhoes or like conveyances, shall be stored or parked anywhere on any of the lots, less than one (1) acre or 4,046.86 square metres, except as may be reasonably required during the construction of any improvement.

7. FENCING

- 7.1 No fences shall be constructed in the front yard of a lot.
- 7.2 No wire fencing shall be installed or constructed on a lot, including without limitation, page wire, barbed wire or chain link fencing.

8. GENERAL REQUIREMENTS

- 8.1 No waste or materials of any kind whatsoever shall be stored or accumulated in any exposed area of a lot at any time.

- 8.2 No logs shall be stored on a lot at any time, either permanently or temporarily.
- 8.3 No garbage receptacles, incinerator or compost heap shall be kept on a lot unless screened from view at all times.
- 8.4 No outdoor clothes lines or poles shall be erected except an umbrella or collapsible type erected so that it is not visible from the street.
- 8.5 No gas or electrical meters shall be installed on the front wall of any house.
- 8.6 No satellite dish shall be installed on the front wall of any house.

9. EXEMPTION AND LIABILITY

- 9.2 The Developer or its agent shall have the right in their absolute discretion, to modify, waive, relax, vary or release any of the aforesaid restrictions relating to any of the lots remaining unsold including in any such case restrictions which may become binding on the Developer or its agent, provided, however, the registered owners from time to time of any lot exempted from the restrictions hereby created or any of them shall not be entitled to enforce the restrictions in respect of which such lot has been exempted, for their own benefit. Any such modification, waiver, relaxation, variation or release by the Developer or its agent to be effective must be in writing.

10. EXPIRATION OF OBLIGATIONS OF DEVELOPER

- 10.1 The rights, powers or obligations of the Developer under this Statutory Building Scheme shall expire on the earlier of the date the Developer ceases to be a registered owner of any lot in the subdivision and December 31, 2015.

END OF DOCUMENT