

LAND TITLE ACT

FORM 35
(Section 220(1))

DECLARATION OF BUILDING SCHEME

Nature of Interest: Charge: Building Scheme
Herewith Fee of: \$82.52

Address of person entitled to apply to register this Building Scheme:
888 Sparkling Place
Vernon, British Columbia V1H 12K7

Full name, address, telephone number of person presenting application:
NIXON WENGER LLP
Lawyers
#301, 2706 – 30th Avenue
Vernon, British Columbia V1T 2B6
TPC/tlw: MAT142677

(Signature of applicant or solicitor or authorized agent)

We, **0460463 B.C. Ltd.** (Inc. No. BC0460463), of 888 Sparkling Place, Vernon, British Columbia V1H 2K7 declare:

- 1) We are the registered owner in fee-simple/lessee of the following lands:

NO PID NMBR
Lots 1 to 4, Section 11, Township 13, Osoyoos Division Yale District, Plan EPP150749

(collectively, the “**Lot**” or “**Lots**”).
- 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 enumerated in the schedule attached or annexed hereto shall be for the benefit of all the Lots.

Officer Signature(s)

Tom Christensen, K.C.
Barrister and Solicitor
#301, 2706 – 30th Avenue
Vernon, BC V1T 2B6

Execution Date		
Y	M	D

Owner(s) Signature(s)

0460463 B.C. LTD., by its authorized
signatory:

Johann Peter Mayr

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. No person will commence any improvements of any sort (collectively or individually herein referred to as “**Improvements**”) including without limitation, any:
 - (a) excavation or removal of any fill, trees or ground cover;
 - (b) construction of any buildings or other improvements of whatsoever nature; or
 - (c) landscape treatment,on any of the Lots without first submitting such plans and specifications for the Improvements (the “**Plans and Specifications**”) to Sparkling Hill Residences Development Ltd. (the “**Developer**”), for the prior written approval by the Developer, it being the intention that all Improvements (and the renovation and repair thereof) within the subdivision be constructed by an accredited, licensed residential builder, such builder also being subject to the prior written approval by the Developer, and be controlled and unified as to size, design, siting, height, setbacks, types of materials used and exterior colour schemes for the benefit of the subdivision as a whole.
2. No alterations or modifications to any Improvements shall be made without prior written approval of the Developer.
3. Without limiting the generality of section 1 or section 2:
 - (a) no removal of any trees, foliage, ground-cover or other natural features will be carried out at any time on the Lots.
 - (b) no structure of a temporary character, including mobile homes, recreational vehicles (RVs), camper trailers, tents, shacks or other outbuildings shall be used for residential purposes on a Lot.
 - (c) no construction trailers, field offices or the like may be brought onto a Lot.
4.
 - (a) No person shall, after commencing construction of any Improvements on a Lot, discontinue the construction of such Improvements until the same are completed in all respects.
 - (b) No owner of a Lot shall fail to Substantially Complete (as hereinafter defined in paragraph 4(c) of these restrictions) the construction of the Improvements as to their external appearance, including finished painting, all in accordance with the approved Plans and Specifications, within the 24 month period after Commencing Construction (as hereinafter defined). “**Commencing Construction**” means when the owner has commenced excavation for construction on the Lot for the Improvement.
 - (c) No Improvement shall be occupied by any person unless and until that Improvement, including the exterior, is Substantially Completed (as hereinafter defined). “**Substantially Complete**”, “**Substantially Completed**” or “**Substantial Completion**”, as applicable, means the issuance by the City of Vernon of a final, unconditional occupancy permit for the Improvement and the final completion of the Improvements.

- (d) No house trailer, travel trailer, mobile home, camper, recreational vehicle, similar or other vehicle or structure designated for or capable of providing overnight accommodation, unlicensed vehicle, commercial truck or other commercial vehicle, will be permitted within a Lot.
 - (e) No boat, boat trailer, machinery or equipment (whether motorized or not) will be permitted within a Lot except within wholly-enclosed garages forming part of a residential dwelling.
 - (f) No visible billboard, placard, advertising or signage of any kind will be permitted within a Lot.
 - (g) No Improvement shall be constructed on a Lot other than one (1) single family dwelling.
 - (h) Accessory buildings including, but not limited to, detached garages and storage sheds are not permitted on a Lot.
 - (i) Fencing is not permitted on a Lot unless required to enclose a pool area for safety reasons.
 - (j) No change in the property lines of the Lot shall be made whether by consolidation, division, additions to or otherwise; provided, however, that the foregoing restrictions shall not apply if the Developer owns a Lot and the change in the property lines of the Lot is required by a municipal or other public authority or due to technical reasons (for example, but without limitation, slope stability, provision of roadways, utility requirements). No Lot or an Improvement constructed on a Lot shall be subdivided by way of fee simple or strata title plan of subdivision.
5. No Lot or Improvement constructed on such Lot shall be used for a business or commercial purpose. For the purposes of this section “a business or commercial purpose” shall include, without limitation, the rental or offer for rent of a Lot or an Improvement constructed on a Lot, or any portion thereof, for a period of less than ninety (90) consecutive days. For the purposes of this section, the term “rental” or any variation thereof shall include, without limitation: (i) any and all forms of tenancy or license relating to the occupancy of a Lot or an Improvement constructed on a Lot, or any portion thereof, for which any valuable consideration is provided; and (ii) any transient, short term stay or vacation accommodation of or on a Lot or an Improvement constructed on a Lot, or any portion thereof, through Airbnb, Vacation Rentals by Owner (vrbo.com), similar services or otherwise.
 6. The Developer expressly reserves the right of exempting any Lot or Lots remaining undisposed of at the time of the exemption from any or all of the restrictions and benefits of this Declaration of Building Scheme.
 7. This Declaration of Building Scheme will expire and be of no further force or effect on the date which is 80 years after the date of the registration hereof in the Land Title Office.