



1. Application

Brooke Downs Vennard LLP
PO Box 67
#101 - 481 Harbourfront Drive NE
Salmon Arm BC V1E 4N2
250-832-9311

File No. 43-232/ES

2. Description of Land

PID/Plan Number	Legal Description
EPP114280	LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, AND 15 SECTION 19 TOWNSHIP 20 RANGE 9 W6M KDYD PLAN EPP114280

3. Nature of Charge, Notation, or Filing

Type	Affected Number	Additional Information
STATUTORY BUILDING SCHEME		

4. Person Entitled to be Registered as Charge Owner

NOT APPLICABLE
BC

Electronic Signature

Your electronic signature is a representation that

(a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and

(b) if this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

Elizabeth Ann
Sadorsky 836XSL

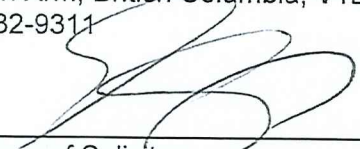
Digitally signed by
Elizabeth Ann Sadorsky
836XSL
Date: 2021-11-01
11:32:58 -07:00

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE: **BUILDING SCHEME**
HEREWITH FEES OF: \$ 75.22

Address of person entitled to apply to register this building scheme:
751 Marine Park Drive NE, Salmon Arm, BC V1E 2W7

Full name, address, telephone number of person presenting application:
Elizabeth Sadorsky, BROOKE DOWNS VENNARD LLP
Lawyers, P. O. Box 67,
Salmon Arm, British Columbia, V1E 4N2
250-832-9311



Signature of Solicitor

I/WE, 1261694 B.C. Ltd. (Incorporation No. BC1261694) declare that:

1. I/We are the registered owner in fee simple of the lands and premises more particularly described in the Schedule of Lands hereto annexed (hereinafter called the "Lots").
2. I/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 of Restrictions attached or annexed hereto.
4. The restrictions shall be for the benefit of the Lots.
5. I/We hereby expressly reserve the right to exempt any of the Lots remaining undisposed of at the time of exemption from all or any of the restrictions and benefits enumerated in the Schedule of Restrictions.

Officer Signature



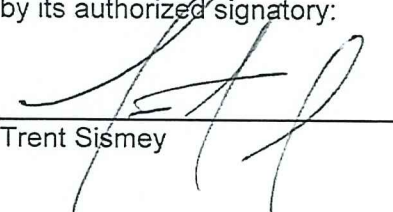
Elizabeth Sadorsky
Barrister & Solicitor
PO Box 67
#101 - 481 Harbourfront Drive NE
Salmon Arm, BC
V1E 4N2

Execution Date

Y	M	D
21	09	20

Party Signature(s)

1261694 B.C. Ltd.
by its authorized signatory:



Trent Sismey

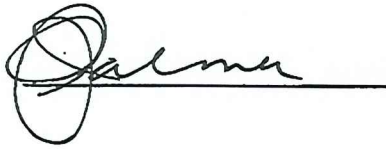
OFFICER CERTIFICATION:

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 V of the Land Title Act as they pertain to the execution of this instrument.

CONSENT AND PRIORITY OF CHARGEHOLDER

We, **SALMON ARM SAVINGS AND CREDIT UNION**, the holder of Mortgage CA8489259 and Assignment of Rents CA8489260, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over the charges registered in our favour.

Officer Signature



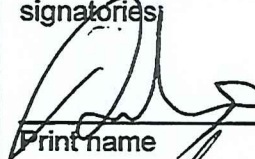
Janet Rose Palmer
Commissioner No. 2020-0261
For Taking Affidavits for British Columbia
Until January 31, 2023
Box 868
Salmon Arm, British Columbia V1E 4N9

Execution Date

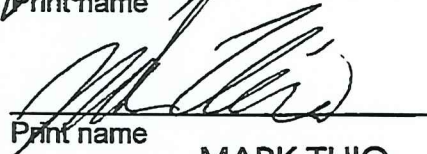
Y	M	D
21	9	22

Party Signature(s)

SALMON ARM SAVINGS AND
CREDIT UNION by its authorized
signatories:


Print name

DAN MORIN
Director, Credit


Print name

MARK THIO
Director, Banking

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 V of the Land Title Act as they pertain to the execution of this instrument.

SCHEDULE OF LANDS

Parcel Identifier

Lot 1 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 2 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 3 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 4 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 5 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 6 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 7 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 8 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 9 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

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Lot 10 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 11 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 12 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 13 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 14 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

Parcel Identifier

Lot 15 Section 19 Township 20 Range 9 W6M KDYD Plan EPP114280

SCHEDULE OF RESTRICTIONS

1. No person will commence or complete any improvements of any sort (collectively or individually referred to herein 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;
 - c. Landscape treatment; or
 - d. Installation of any driveway,except in accordance with such plans and specifications for the Improvements as have been approved in advance by 1261694 B.C. Ltd. (the **"Developer"**), such approved plans and specifications hereinafter referred to as the **"Developer Approved Plans and Specifications"**.
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 structure of a temporary character, including mobile homes, recreational vehicles (RV's), camper trailers, tents, shacks or outbuildings shall be used for residential purposes on a Lot at any time; and
 - b. No construction trailers, field offices or the like may be brought onto a Lot and left overnight beyond the date of substantial completion, unless in an enclosed building.
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 4c. of these restrictions) the construction of any Improvements as to their external appearance, including finished painting, within the 12-month period after Commencing Construction (as hereinafter defined) thereof. **"Commencing Construction"** means when the owner has commenced excavation for construction on the Lot for the Improvement.
 - c. No Improvements shall be occupied by an person unless and until that Improvement, including the exterior, is Substantially Completed (as hereinafter defined). **"Substantially Completed"** or **"Substantial Completion"**, as applicable, means the issuance by the City of Salmon Arm of a final, unconditional occupancy permit for the Improvement and the final completion of the Improvements;

- d. No Improvements on any Lot may be used for personal habitation or otherwise occupied after 120 days subsequent to the Substantial Completion of such Improvement on the Lot unless the owner has completed the landscaping of the Lot subject only to seasonal weather conditions. If weather conditions prevent the work from being completed within the aforesaid period, the work shall be completed as soon as is reasonably possible thereafter;
- e. No owner of a vacant Lot shall permit the growth of weeds or other vegetation on such vacant Lot;
- f. No owner shall permit a vacant Lot to remain in a non-landscaped state for a period in excess of twelve (12) months from the date the Lot was originally purchased;
- g. No wires or lines of any kind including clotheslines shall be strung on the Lot above ground level or attached to the exterior of any Improvement constructed on the Lot;
- h. No satellite dishes greater than forty (40) inches in diameter shall be allowed on a Lot. Satellite dishes shall not be mounted on rooftops or in any yard areas fronting or flanking onto a street. No exterior radio antennas, CB antennas, television antennas or other antennas of any type shall be erected or maintained on a Lot;
- i. No kennels or enclosures for animals are permitted to be constructed or maintained on a Lot;
- j. No garbage containers shall be placed on a Lot unless screened from view from any public road or from any other Lot except on the day designated for garbage pickup;
- k. No central air-conditioning units or other mechanical hardware shall be located where it will be visible from a public road. No window mounted air conditioning units shall be permitted;
- l. No exterior bars or blinds on windows or doors of any Improvement are permitted.
- m. No house trailer, mobile home, prefabricated dwelling house or structure, 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;
- n. No machinery, unlicensed vehicle or equipment (whether motorized or not) will be permitted within a Lot except within wholly-enclosed buildings or garages;
- o. No visible billboard, placard, advertising or signage of any kind will be permitted within a Lot;

- p. No signs are to be placed on a Lot during construction of a dwelling house, structure, or improvement except for one (1) professionally prepared construction sign relating to such dwelling house, structure, or improvement not to exceed 32 inches by 24 inches mounted on its own post no more than three (3) feet above ground. No such sign shall remain on the Lot after Substantial Completion of the dwelling house, structure, or improvement;
 - q. No Improvements shall be constructed on a Lot other than: (i) one (1) single family detached residence with an attached double or triple garage; or (ii) such other buildings or structures in accordance with Developer Approved Plans and City Bylaws. No carports shall be permitted on any Lot.
- 5. No Lot or Improvement constructed on such Lot shall be used for a business or commercial purpose.
 - 6. This Building Scheme will expire and be of no further force or effect on the date which is twenty-five (25) years after the date of the registration hereof in the Land Title Office.