

**LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING
LAND TITLE AND SURVEY AUTHORITY**

PAGE OF PAGES

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- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [legal description]

STC? YES

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE: **STATUTORY BUILDING SCHEME**
HEREWITH FEES OF: \$ 71.58

Address of person entitled to apply to register this building scheme:
ROCSTAN HOLDINGS INC. of Box 142, Salmon Arm, B.C., V1E 4N2

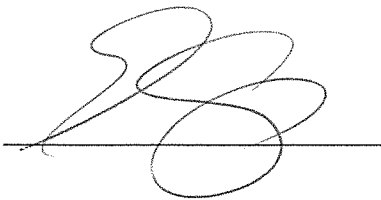
Full name, address, telephone number of person presenting application:
Elizabeth Sadorsky, BROOKE DOWNS VENNARD LLP
Barristers & Solicitors, P. O. Box 67,
Salmon Arm, British Columbia, V1E 4N2 250-832-9311

Signature of Solicitor

We, ROCSTAN HOLDINGS INC. (Incorporation No. C0801697), declare that:

1. We are the registered owner in fee simple of the following land (hereinafter called the "Lots"):
Strata Lots 1 to 5, inclusive, Section 4 Township 21 Range 10 W6M KDYD Strata Plan EPS3361.
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.
5. 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 attached or annexed hereto.

Officer Signature

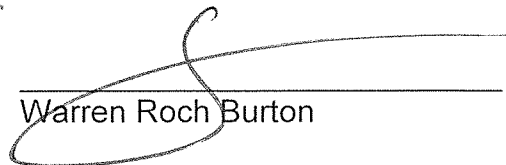


Execution Date

Y	M	D
16	06	08

Party Signature(s)

ROCSTAN HOLDINGS INC.
by its authorized signatory:


Warren Roch Burton

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 RESTRICTIONS

1. Definitions

For the purposes hereof, the following words or phrases shall have the following meanings:

- a. "Building" means any improvement, building structure, fence, wall, erection or other improvement of any kind whatsoever whether above or below ground level and any addition or alteration thereto;
- b. "Building Plan" means architectural plans and all specifications of any proposed work or Building showing elevations of the Building to be constructed, Building cross-sections and floor plans including all dimensions, type and quality of building materials (including roofing), exterior finish materials with colour scheme and type of driveways and site plans and landscaping plans;
- c. "Design Co-ordinator" means any agent, entity, person or persons from time to time designated by the Developer as the "Design Co-ordinator" hereunder;
- d. "Developer" means Rocstan Holdings Inc.;
- e. "Lots" means the lots described in Paragraph 1 of the Declaration of Building Scheme to which this Schedule of Restrictions is attached or any portion thereof and "Lot" means any one of such lots;
- f. "Owner" means any of the following persons and their respective successors in title:
 - i. the registered owner from time to time of any one of the Lots or any part thereof;
 - ii. the registered owner from time to time of an agreement for sale or right to purchase any of the Lots or any part thereof;
 - iii. the beneficial owner from time to time of any one of the Lots or any part thereof.

2. Construction Requirements

2.1 Plan Approval

- a. No person or persons shall:
 - i. place, erect, construct, commence to construct or use any Building on any of the Lots;
or
 - ii. make any substantive exterior alterations, additions or extensions to an existing Building;
or

- iii. apply for a building permit for the construction of any Building on any of the Lots

until the Buildings or other improvements on the Lot (including any fence, retaining wall or driveway), have had the Building Plans for such Building or improvement submitted to the Developer and until the Building Plans and specifications have been approved in writing by the Developer or the Design Co-ordinator, who shall have the right and power to approve or arbitrarily reject such Building Plans and specifications. No Building Plans shall be approved which fail to address building size, architectural design, siting, building height, setbacks, exterior colours, siding style and colour, roofing materials, fencing, retaining walls and landscaping.

- b. No person or persons shall construct any Building except in accordance with the Building Plans approved by the Developer or the Design Co-ordinator.

2.2 Construction

No approval of Building Plan and specifications by the Developer or the Design Co-ordinator for any Lot shall remain valid unless the construction of any Building thereon shall be commenced within 12 months of the date of approval. No construction of any Building shall be proceeded with unless such construction is pursued diligently and continuously and no construction on any Lot shall remain in an uncompleted state (whether or not construction is proceeding) beyond the period ending on the date 12 months from the date of the approval of the Building Plans and for that Lot by the Developer or the Design Co-ordinator.

3. Site Requirements

3.1 Setbacks

No Building shall be constructed on any Lot unless setbacks for all yards will conform to any setbacks prescribed by the Developer or the Design Co-ordinator beyond those stipulated by any municipal bylaws.

3.2 Floor Area

No total finished living area (excluding the garage) in any dwelling house constructed on a Lot shall be less than 1,800 square feet on the main floor. No rental suites are permitted in any dwelling.

3.3 Driveways and Sidewalks

- (a) No garage shall be constructed on any Lot except an enclosed garage for no less than two standard passenger size motor vehicles attached to the dwelling of which it forms a part, unless the Developer or the Design Co-ordinator deems it appropriate to approve a garage separate from the dwelling for a particular architectural design. No carports or garages without doors shall be constructed.

- (b) No Building shall be constructed so that the garage is the prominent element of the Building. No Building shall be oriented so that the garage door is part of the front elevation of the Building. No more than one double garage door or two single garage doors shall be constructed on a single plane unless the additional parallel garage doors are recessed from the plane by a minimum of 0.9 metres, except with the approval of the Developer or the Design Co-ordinator. No double garage door shall be wider than 5.49 metres or taller than 2.74 metres. No single garage door shall be taller than 3.05 metres. No garage doors shall be installed that do not match the color and architectural detailing of the Building.
- (c) No driveways shall be constructed of materials other than exposed aggregate concrete, stamped concrete or interlocking brick, or concrete pavers. Asphalt or gravel driveways shall not be constructed. No walkways shall be constructed of materials other than exposed aggregate concrete, stamped concrete or interlocking brick without the written consent of the Developer or the Design Co-ordinator.
- (d) No garage or driveway shall be constructed unless and until its location and design are approved by the Developer or the Design Co-ordinator to ensure compatibility with adjacent houses.

3.4 Lot Grading

- (a) Except during the construction period for a dwelling on a Lot, no Lot shall have lot grading or ground conditions that do not comply with the applicable lot grading plan which may be obtained from the Developer or the Design Co-ordinator. Owners of Lots shall consult the lot grading plan to ensure that their house elevations and landscaping conform to the prescribed levels shown on that plan. There shall be a smooth finished grade or ground level transition between each Lot.
- (b) No construction will be proceeded with unless the Owner ensures that foundation excavations are back filled and that excess soil is removed from the site to an approved disposal area after construction, and that landscaping and other site changes do not interrupt the drainage pattern.
- (c) Retaining walls shall not exceed 3.65 metres in height above the finished grade, and shall not be constructed of materials other than architectural concrete, stone, brick or other materials approved by the Developer or the Design Co-ordinator.
- (d) No more than 200 millimetres of exposed concrete foundation walls of any Building shall be visible above finished grade, except where step foundations are necessary to accommodate significant grade changes on the Lot, in which case a maximum of 0.6 metres of exposed concrete is allowed.

3.5 Landscaping

- (a) No yard, including front, side and rear yards, shall remain unlandscaped for a period exceeding six months following substantial completion of construction of the Building.

- (b) No landscaping work will be deemed to be complete unless all street fronting yard areas are landscaped with shrubs and flower beds.

3.6 Fencing

- (a) No fencing shall be erected on any of the Lots except as approved by the Developer of the Design Co-ordinator.
- (b) Except as approved by the Developer or the Design Co-ordinator, no fencing shall be constructed of materials other than cedar, concrete materials or natural products which complement the Building or landscaping.

4. Architectural Requirements

4.1 House Design

Regardless of compliance with the criteria set out in this building scheme, no Building shall be constructed unless the Building Plans and architectural design are to the satisfaction of the Developer or the Design Co-ordinator in all respects.

4.2 House Types

No mobile, pre-manufactured, modular, manufactured or previously lived-in homes are permitted on any Lot.

4.3 Basements

Basement windows shall not be allowed above grade on street fronting elevations except in cases where the architectural design or the topography of the Lot is deemed by the Developer or the Design Co-ordinator to justify them.

4.4 Roof and Eaves

- (a) No Building shall be constructed on any Lot with a roof finished in any material other than 30-year (minimum) fibreglass architectural shingles, concrete or clay tiles without the written consent of the Developer or the Design Co-ordinator.
- (b) No Building shall be constructed on any Lot with a flat roof, nor with a main roof pitch of less than 7/12, nor with a roof that, in the opinion of the Developer or the Design Co-ordinator, lacks architectural interest or contains sudden and dramatic changes in roof pitch.

4.5 Exterior Materials

- (a) No exterior face of any dwelling shall be finished in any material or combination of materials other than cedar, fibre concrete, stucco, brick or stone or a combination thereof without the written consent of the Developer or the Design Co-ordinator. Vinyl or aluminum siding shall not be used on any house.
- (b) No dwelling shall be constructed with any of its siding oriented other than all horizontal or all vertical without the approval in writing of the Developer or the Design Co-ordinator.
- (c) No chimney shall be constructed unless faced with brick (no larger than 2-1/2" x 7-1/2") or stone which shall have architecturally distinctive fluting, corbelling and capping, or with the approval of the Developer or the Design Co-ordinator, sheathed in siding; provided that such brick, stone or siding shall be the same as used elsewhere on the exterior of the house.

4.6 Exterior Colours

No Building shall be constructed with an exterior colour scheme not approved by the Developer or the Design Co-ordinator.

4.7 Fascias, Soffits and Trim

No Building shall be constructed on any Lot without fascia made of wood or fiber concrete, nor without door trim in brick or stone, nor without trim or trimboards around all windows in brick, stone or fiber concrete, all of which must be satisfactory to the Developer or the Design Co-ordinator. No soffits having a width less than 24 inches are permitted without the approval of the Developer or the Design Co-ordinator.

4.8 House Numbers and Exterior Lighting

Exterior light fixtures shall not be located or directed so as to cause glare or illuminate adjacent lots. House numbers shall not exceed four inches in height.

5. General Requirements

5.1 No Building shall be occupied by any person unless and until that Building, including the exterior, is substantially finished.

5.2 No Lot which is not built on shall be permitted to remain in other than a neat and tidy condition. Without restricting the generality of the foregoing, no Owner of a Lot which is not built on shall place debris on such Lot, nor shall such Owner permit the growth of weeds or other uncontrolled vegetation or unsightly or noxious substance.

5.3 No Owner or occupier of any Lot shall cause, commit, suffer, authorize or permit any act of nuisance to originate or emanate from his or her Lot. No outdoor burning of garbage, debris, wood, leaves or other items is permitted on a Lot.

5.4 There shall not be stored, kept nor permitted to be kept or stored on any Lot, any junk or wrecked or partially wrecked motor vehicles, or any salvage materials, or goods intended for commercial use or sale, nor shall any waste or refuse be kept or stored on any Lot (other than normal household garbage in proper containers in designated locations).

5.5 No satellite receiving dishes shall be mounted on rooftops or in any yard area fronting or flanking onto a street. Television aerials shall not be erected anywhere on or about any Lot.

5.6 No trailers, boats, commercial vehicles, recreational equipment or similar property shall be stored on a Lot unless stored inside the Building or a garage or appropriately screened off from public view by screening shrubbery or approved fencing.

5.7 No Building or other improvements shall be constructed on any Lot unless constructed in compliance with the restrictions contained in this building scheme.

5.8 No business of any description may be carried on from any Lot or from any dwelling on any Lot provided, however, that this restriction shall not prevent physicians, lawyers, teachers, musicians, artists, architects or accountants or any other home office business from having a personal office in their dwelling on any Lot for their own use. No billboards, placards, advertising or signs of any kind other than "for sale" signs and signs advertising the location of a permitted professional practice or home occupation shall be erected or displayed on any Lot or on any dwelling or in any window or door of any dwelling on any Lot.

5.9 The Developer and the Design Co-ordinator reserves the right to grant exemptions from the provisions of this building scheme for the design of a dwelling house with respect to any of the unsold Lots if, in the opinion of the Developer or the Design Co-ordinator, the design is architecturally acceptable.

5.10 Nothing herein set out shall prevent the Developer or the Design Co-ordinator, in the future, from exempting any provision or provisions of this building scheme as it applies to unsold Lots.

5.11 If any provision or provisions herein contained shall be found by any court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void, then such provision or provisions shall be deleted herefrom without affecting the validity or enforceability of the remaining provisions.