REGISTERED KAKW158680 RCVD:2004-11-09 RQST:2011-03-26-15.21.52.844

LAND TITLE ACT
Form 35
(Section 216(1))

C-6475

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE: **STATUTORY BUILDING SCHEME**
HEREWITH FEES OF: $ 64.75
Address of person entitled to apply to register this building scheme:
BEAMER HOLDINGS INC. of Box 67, Salmon Arm, B.C., V1E 4N2

Full name, address, telephone number of person presenting application:
Gary M. Brooke, BROOKE, JACKSON, DOWNS
Barristers & Solicitors, P. O. Box 67,
Salmon Arm, British Columbia, V1E 4N2 832-9311

RICK HARRIS
AGENT
CENTRAL STEN-AD LTD.

Signature of Solicitor

2007 NOV 09 09:50

KW158680

We, BEAMER HOLDINGS INC. (Incorporation No. 652675), declare that:

1. We are the registered owner in fee simple of the following land (hereinafter called the "Lots"):
Strata Lots 1 to 12, inclusive, Sec 24, Twp 20, Rg 10, W6M, KDYD, Strata Plan KAS 002717

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.

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CHARGE $64.75

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			Party Signature(s)
	Y	M	D	BEAMER HOLDINGS INC. by its authorized signatory(ies):
	04	10	22	Rocky Burton
				Phil McGuire

GARY M. BROOKE
BARRISTER & SOLICITOR
51 - 3rd Street, N.E.
P.O. Box 67, Salmon Arm, B.C.
V1E 4N2

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

BIGROB, CA

CONSENT AND PRIORITY AGREEMENT OF CHARGEHOLDER

We, **SALMON ARM SAVINGS AND CREDIT UNION** , (FI 120), having a branch office at 370 Lakeshore Drive N. E., Post Office Box 868, Salmon Arm, British Columbia, V1E 4N9, the holder of Mortgage KW118302 and Assignment of Rents KW118303, registered against title to the Lots, do hereby consent to the registration of the above-noted Declaration of Building Scheme and agree that it shall have priority over the charges registered in our favour.

Officer Signature	Execution Date			Party Signature(s)
	Y	M	D	SALMON ARM SAVINGS AND CREDIT UNION by its authorized signatory(ies):
JOHN ALLEN CLINTON KING Commissioner No. 2003-0160 For Taking Affidavits for British Columbia Until February 28, 2006 BOx 868, Salmon Arm, BC V1E 4N9 as to both signatures	04	10	26	(Print name) KEN HAWRYS CHIEF OPERATIONS OFFICER (Print name) G. MICHAEL WAGNER CHIEF EXECUTIVE OFFICER

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. 1979, c. 116, 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. Construction Requirements

1.1 Plan Approval

(a) There shall not be constructed, placed, erected or maintained on any strata lot any dwelling, building or other improvements (a "dwelling" or a "house") unless and until plans and specifications showing compliance in all respects with these restrictions and showing elevations, siting, size, colour scheme and all materials to be used have been submitted (in duplicate) to and approved in writing by Beamer Holdings Inc. (the "Developer's Agent") or by its authorized representative who shall have the right and power to approve or arbitrarily reject such plans and specifications; and construction shall include grading, filling or other preparatory work on the strata lot.

(b) All plans submitted for approval shall conform to the applicable District of Salmon of Arm bylaws in effect at that time and to the National Building Code of Canada in effect at that time. A set of drawings marked "Approved" and signed by the Developer's Agent will be returned to the owner for submission to the District of Salmon Arm as required prior to their issuance of a building permit.

1.2 Compliance and Damage Deposit

No dwelling shall be constructed on any strata lot unless and until a deposit of $5,000.00 for that strata lot has been submitted to the Developer's Agent, upon application for plan approval, to ensure compliance with these restrictions and the approved plans and specifications, to repair any damage to neighbouring areas or properties, subdivision services or municipal services (including, without limiting the generality of the foregoing, roads, curbs, street lights, sewer lines and water lines) and to carry out any street cleaning or clean-up of neighbouring areas or properties required as a result of the house construction. This deposit shall be held by the Developer's Agent until all work, including without limitation, construction of the house, driveway, front yard landscaping, fencing and clean-up, has been completed to the Developer's Agent's satisfaction.

1.3 Construction

The construction of any dwelling on a strata lot shall be commenced within 12 months of the date of approval of plans and specifications by the Developer's Agent for that strata lot; otherwise any such approval shall be null and void. Construction of the dwelling shall be proceeded with diligently and continuously and no construction on any strata 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 plans and modifications for that strata lot by the Developer's Agent.

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2. Site Requirements

2.1 Setbacks

No dwelling shall be constructed unless setbacks for all yards will conform to those established by the District of Salmon Arm and such increased setbacks as may be prescribed by the Developer's Agent.

2.2 Site Coverage

No dwelling shall be constructed on a strata lot unless the site coverage of such dwelling is in accordance with the District of Salmon Arm zoning requirements.

2.3 Floor Area

The total finished living area (excluding the garage) in any dwelling constructed on a strata lot shall be at least 1,200 square feet. No rental suites are permitted in any dwelling.

2.4 Parking

(a) No garage shall be constructed on any strata lot except an enclosed garage for not more than two standard passenger size motor vehicles attached to the dwelling of which it forms a part, unless the Developer's Agent 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 driveways shall be constructed of materials other than exposed aggregate concrete, stamped concrete or interlocking brick. 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's Agent.

(c) No garage or driveway shall be constructed unless and until its location and design are approved by the Developer's Agent to ensure compatibility with adjacent houses.

2.5 Strata Lot Grading

(a) Except during the construction period for a dwelling on a strata lot, no strata 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's Agent. Owners of strata 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 strata lot.

(b) The owner/builder is responsible to ensure 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 1.2 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's Agent.

(d) Exposed concrete foundation walls of any dwelling shall not be visible above finished grade.

2.6 Landscaping

(a) No front yard, nor any side yard along a flanking street (from front yard to rear lot line), shall remain unlandscaped for a period exceeding six months following substantial completion of the house construction.

(b) No dwelling shall be constructed unless every reasonable effort shall be made to site the dwelling or adjust the design of the dwelling on the strata lot to minimize overview and overshadowing.

(c) All street fronting yard areas shall be landscaped with lawns, shrubs and flower beds. Lawn only is not adequate.

2.7 Fencing

(a) Fencing shall not be erected in the front yard of any strata lot nor in any side yard along a flanking street; provided that fencing may be erected parallel to a flanking street in the rear yard so that the rear yard is fenced off from the side yard along the flanking street, but such fencing shall not be constructed beside the house along the flanking street.

(b) No side yard fencing shall be erected except behind the front face of the house and no closer than three metres from the front corner(s) of the house.

(c) No fencing shall be constructed of materials other than cedar or other materials approved by the Developer's Agent and shall not exceed 1.5 metres in height. Approved fence types can be obtained from the Developer's Agent.

3. Architectural Requirements

3.1 House Design

Regardless of compliance with the criteria set out in this building scheme, no dwelling shall be constructed unless the architectural design is to the Developer's Agent's satisfaction in all respects.

3.2 House Types

No dwelling shall be constructed on the lots except single level homes, unless the Developer's Agent has given prior written approval to said dwelling on the basis that it will not, in the Developer's sole discretion, unreasonably interfere with neighbouring sight lines. Mobile, modular and manufactured homes are not permitted on any strata lot.

3.3 Basements

No dwelling shall be constructed on a strata lot with a fully below ground basement unless the minimum building elevation for the strata lot shown on the lot grading plan permits such construction. Basement windows shall not be allowed above grade on street fronting elevations except in cases where the architectural design or the topography of the strata lot is deemed by the Developer's Agent to justify them.

3.4 Floor Elevations

No dwelling shall be constructed unless the elevation of the ground floor is at least 12 inches above finished lot grade at the front of the dwelling.

3.5 Corner Lots

No dwelling shall be constructed on a corner lot unless both street fronting elevations have sufficient architectural detailing in the opinion of the Developer's Agent so that the house does not appear to "turn its back" on one street or the other. Garage side walks shall not be located on street fronting elevations, except in cases where the architectural design or the topography of the strata lot is deemed by the Developer's Agent to justify it.

3.6 Roof and Eaves

(a) No dwelling shall be constructed on any strata lot with a roof finished in any material other than laminated architectural shingles.

(b) No dwelling shall be constructed on any strata lot with a flat roof, nor with a roof pitch of less than 5 to 12, nor with a roof that, in the opinion of the Developer's Agent, lacks architectural interest or contains sudden and dramatic changes in roof pitch.

3.7 Exterior Materials

(a) No exterior face of any dwelling shall be finished in any material or combination of materials other than cedar, fibre concrete, brick or stone or a combination thereof. 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's Agent.

(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's Agent, sheathed in siding; provided that such brick, stone or siding shall be the same as used elsewhere on the exterior of the house.

3.8 Exterior Colours

No dwelling shall be constructed with an exterior colour scheme not approved by the Developer's Agent. The following colour schemes shall generally be acceptable:

(a) Natural low contrast: natural colour wood stain (solid or semi-transparent) with blending trim colour;

(b) Natural high contrast: natural colour wood stain (solid or semi-transparent) with contrasting trim colour; and

(c) Heritage colours: subdued pastel colours with contrasting trim colour,

subject to the discretion of the Developer's Agent in each case taking into account the overall architectural design of the house and the architectural continuity and contrasts along the streetscape.

3.9 Fascias, Soffits and Trim

No dwelling shall be constructed on any strata lot without fascias and soffits made of cedar or aluminum, nor without door trim in brick, stone or cedar, nor without trim or trimboards around all windows in brick, stone or cedar, all of which must be satisfactory to the Developer's Agent.

3.10 House Numbers, Exterior Lighting and Door Hardware

No house numbers, exterior street fronting light fixture(s) and entry door hardware shall be installed on any dwelling or on any strata lot other those made of brass. 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.

4. General Requirements

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

4.2 No strata 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 strata lot which is not built on shall place debris on such strata lot, nor shall such owner permit the growth of weeds or other uncontrolled vegetation or unsightly or noxious substance.

4.3 No owner or occupier of any strata lot shall cause, commit, suffer, authorize or permit any act of nuisance to originate or emanate from his or her strata lot or the common property. No outdoor burning of garbage, debris, wood, leaves or other items is permitted on a strata lot or the common property.

4.4 There shall not be stored, kept nor permitted to be kept or stored on the common property, or any strata lot, or on any road or street adjoining any strata 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 strata lot or the common property (other than normal household garbage in proper containers in designated locations).

4.5 Satellite receiving dishes shall not 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 strata lot.

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

4.7 No dwelling, building or other improvements shall be constructed on any strata lot unless constructed in compliance with the restrictions contained in this building scheme as modified, amended, or enlarged by the Developer's Agent from time to time.

4.8 In the event of any breach of any one or more of the above terms and specifications, the Developer's Agent or its agent shall have the right, but shall not be obligated, to enter upon any strata lot and to abate or cure, at the expense of the owner of the strata lot who is in such breach, any breach capable of abatement or cure and such owner shall pay to the Developer's Agent forthwith upon demand all costs incurred by the Developer's Agent in such abatement or cure and such costs shall constitute a charge upon such owner's strata lot and may be collected by the Developer's Agent in a court of competent jurisdiction.

4.9 Nothing contained in this building scheme shall be construed or implied as imposing on the Developer's Agent, its agents or employees, any liability in the event of non-compliance with or non-fulfilment of any of the terms, restrictions, and benefits set forth and no liability or responsibility shall be incurred by the Developer's Agent, its agents or employees, in the performance or non-performance of their rights and obligations under this building scheme.

4.10 No business of any description may be carried on from any strata lot or from any dwelling on any strata 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 strata 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 strata lot or on any dwelling or in any window or door of any dwelling on any strata lot.

4.11 The Developer's Agent reserves the right to grant special approvals on house designs for specific lots which do not comply with the provisions set out in this building scheme in all respects if, in the opinion of the Developer's Agent, the design is architecturally acceptable; and upon any such special approvals being given, the provisions of this building scheme shall be deemed to be modified, amended or enlarged to allow for such special approvals on such specific lots.

4.12 The Developer's Agent reserves the right in the future to modify or delete any provision(s) of this building scheme as it applies to unsold strata lots.

4.13 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.

4.14 Neither Brytec Holdings Inc., Kal-Away Holdings Ltd., MKM Developments Ltd., the Developer's Agent, nor the strata corporation, nor any of their respective agent, directors and employees, shall be liable for any or all loss, costs, liabilities, claims, damages or injury to any person arising out of:

(a) the approval, deemed approval or disapproval of any building plans or specifications submitted by an owner; or

(b) a failure to enforce any of the provisions herein contained;

whether caused by the negligence or wilful act of Brytec Holdings Inc., Kal-Away Holdings Ltd., MKM Developments Ltd., the Developer's Agent, the strata corporation, or any of their respective agents, directors, employees or otherwise.

4.15 No condoning, excusing or waiver by any person of any default, breach or non-observance by any other person at any time in respect of any provision herein contained shall operate as a waiver in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of any person in respect of such continuing default, breach or non-observance, and no waiver shall be inferred or implied by anything done or omitted to be done by the person having such rights.

4.16 The restrictions set forth in this building scheme shall be in addition to and not in derogation of the bylaws from time to time of the District of Salmon Arm, any development agreement with the District of Salmon Arm, and the obligations and liabilities imposed by statute or common law on the owners and occupiers from time to time of the strata lots, all of which shall be duly observed and complied with.

END OF DOCUMENT