

LAND TITLE ACT

FORM 35  
(section 220(1))

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST CHARGE: Building Scheme

HEREWITH FEES OF: \$

Address of person entitled to apply to register this building scheme:  
3031 Phillips Road, Sooke, British Columbia, V9Z 0Y3

Full name, address, and telephone number of person presenting application:  
Riversedge Estates Ltd., 3031 Phillips Road, Sooke, British Columbia, V9Z 0Y3

Signature of Applicant or  
Solicitor or Authorized Agent


We, RIVERSEDGE ESTATES LTD., (the "Developer") declares that:

1. The Developer is the registered owner in fee simple of the following Land ("the Lots"):  
Lots 1 to 11, Section 13, Otter District, Plan VIP 8666 /
2. The Developer hereby creates 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 all the Lots.

Officer Signature(s)

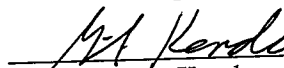
Execution Date

Chargeholder Signature(s)

  
**MARVIN W. HALLGREN**  
Barrister & Solicitor  
BOX 939 - 6595 SOOKE ROAD  
SOOKE BC V9Z 1H9

Y	M	D
09	05	05

Riversedge Estates Ltd., by its  
authorized signatory


  
Graham Scott Kendrew

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.

## CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS

We, Coast Capital Savings Credit Union, of Suite 400-645 Tyee Road, Victoria, British Columbia, V9A 6X5, the holders of the following registered charges, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our respective charges.

Officer Signature(s)	Execution Date			Chargeholder Signature(s)
	Y  09	M  05	D  06	Coast Capital Savings Credit Union by its authorized signatory(ies)
<b>HEINZ SZCZYPIORKOWSKI</b> A Commissioner For Taking Affidavits For British Columbia SUITE 400 - 645 TYEE ROAD VICTORIA, BC V9A 6X5				Print Name: <b>Doug Drinkwater</b>
				Print Name:

### OFFICER CERTIFICATION

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### SCHEDULE OF RESTRICTIONS

1. No building shall be constructed on any lot until fully detailed plans and specifications in form and content satisfactory to the Developer in its sole discretion have been submitted to and approved in writing by the Developer.
2. The exterior of any building, improvements, alterations or additions shall be fully completed within 12 months from the date of the issuance of the building permit.
3. No mobile or manufactured home, trailer or camper shall be used on the lot as a residence, or for any residential purpose, and no mobile home shall be stored on the lot for temporary or permanent purposes.
4. No house or other building with the exception of a brand new modular home shall be moved or transported onto the lot.
5. No personal shall operate or maintain a dog kennel whether commercial or otherwise on any lot in the subdivision.
6. No dwelling shall be erected which shall have a main floor area of less than twelve hundred (1,200) square feet, inclusive of outer walls but exclusive of any garage, covered extension, patio, porch or other appendage.
7. Any consents or approvals necessary pursuant to the foregoing restrictions shall be in writing obtained by the Developer which may also relax, waive or modify any of these restrictions as the Developer may in its sole discretion see fit. Provided that the Developer's ability to relax, waive or modify these restrictions shall only apply to a lot or lots which are in the name of the Developer at the time of the waiver, relaxation or modification.
8. Any rejection of a request for approval or any approval being granted with respect to these restrictive covenants shall be final and binding and shall not be open to question by any owner of the lot and failure of the Developer to enforce these restrictive covenants or to exercise their power in a judicial manner shall not render the Developer liable for damages or to any claims or demands whatsoever.
9. In the event of any breach by the owner of any of these restrictive covenants, and such offence continues for a period of more than thirty (30) days after notice in writing is given to the owner to remedy such breach is given by the Developer, the Developer may cause such work as may be necessary to cure the breach to be

performed with the cost thereof, including administrative and legal costs, payable by the owner on demand.

10. Where the approval or consent of the Developer is required, such approval or consent may be given by an officer, agent, committee, personal or persons or approving officer as may from time to time be nominated or appointed in writing by the Developer for the purpose, and a power of appointment or right of nomination may be delegated by the Developer and such appointees or nominees shall have the right to withhold approval of their consent to and may reject any matter or thing submitted to them for approval or consent.
11. The restrictions herein contained shall not be deemed to be exclusive either of any obligations or liabilities imposed by statute or law or equity on the owners or occupiers of land, all of which shall be duly observed and complied with.
12. The invalidity of any one or more of these restrictions or provision shall in no way effect any of the other restrictions herein set forth not invalidated by such order and any restrictions not invalidated shall remain in full force and effect.
13. To comply with local fire plan regulations the owners of the lots must not construct a residence in a location on any lot that is less than 100 feet from a residence located on any adjoining lot.

**END OF DOCUMENT**