

**LAND TITLE ACT  
FORM 35  
(Section 220(1))**

**DECLARATION OF BUILDING SCHEME**

NATURE OF INTEREST: Charge: Building Scheme  
HEREWITH FEE OF \$74.16

Address of person entitled to apply to register this building scheme:  
200 – 1808 Bowen Road, Nanaimo, B. C. V9S 5W4

Full name, address and telephone number of person presenting application:  
Heath Law LLP, c/o Brian J. Senini, 200 – 1808 Bowen Road, Nanaimo, B.C., V9S 5W4  
(250) 824-2077

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BRIAN J. SENINI - Solicitor

I, **0953484 B.C. Ltd.** declare that:

1. **0953484 B.C. Ltd.** is the registered owner in fee simple of the following lands:  
  
Lots 1 to 34, District Lot 236, Comox District, Plan EPP102825  
  
(hereinafter called "the Lots").
2. I 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 hereto.
4. The restrictions shall be for the benefit of all Lots.

**EXECUTION(S):**

**0953484 B.C. LTD.** by its duly  
authorized signatory:

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Officer Signature  
Brian J. Senini  
Barrister & Solicitor  
200 – 1808 Bowen Road  
Nanaimo, BC V9S 5W4

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21/02/  
Execution Date (Y/M/D)

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**Josh Fayerman**

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

In consideration of the sum of ONE (\$1.00) DOLLAR (the receipt of which is hereby acknowledged) **WINDSOR BUILDING SUPPLIES LTD.** (the "Mortgagee"), the holder of Mortgage charge CA2848094 (the "Charge") consent to the registration of the within Statutory Building Scheme as an encumbrance upon each of the Lots in priority to the Charge in the manner and to the same effect as if it had been dated and registered prior to the Charge.

EXECUTION:

Execution Date:

**WINDSOR BUILDING SUPPLIES LTD.**  
by its authorized signatory:

\_\_\_\_\_  
Officer Signature

21/02/

\_\_\_\_\_  
Name:

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

In consideration of the sum of ONE (\$1.00) DOLLAR (the receipt of which is hereby acknowledged) **JJD WALKER HOLDINGS LTD.** (the "Mortgagee"), the holder of an undivided 10/30 interest in Mortgage charge CA3462539 (the "Charge") consent to the registration of the within Statutory Building Scheme as an encumbrance upon each of the Lots in priority to the Charge in the manner and to the same effect as if it had been dated and registered prior to the Charge.

EXECUTION:

Execution Date:

**JJD WALKER HOLDINGS LTD.**  
by its authorized signatory:

\_\_\_\_\_  
Officer Signature

21/02/

\_\_\_\_\_  
Name: Dave Walker

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

In consideration of the sum of ONE (\$1.00) DOLLAR (the receipt of which is hereby acknowledged) **MILESTONE EQUIPMENT CONTRACTING INC.** (the "Mortgagee"), the holder of an undivided 5/30 interest in Mortgage charge CA3462539 (the "Charge") consent to the registration of the within Statutory Building Scheme as an encumbrance upon each of the Lots in priority to the Charge in the manner and to the same effect as if it had been dated and registered prior to the Charge.

EXECUTION:

Execution Date

**MILESTONE EQUIPMENT  
CONTRACTING INC.**, by its authorized  
signatory:

\_\_\_\_\_  
Officer Signature

21/02/

\_\_\_\_\_  
Name: Josh Fayerman

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

In consideration of the sum of ONE (\$1.00) DOLLAR (the receipt of which is hereby acknowledged) **MARK NEUMEYER** (the "Mortgagee"), the holder of an undivided 5/30 interest in Mortgage charge CA3462539 (the "Charge") consent to the registration of the within Statutory Building Scheme as an encumbrance upon each of the Lots in priority to the Charge in the manner and to the same effect as if it had been dated and registered prior to the Charge.

EXECUTION:

Execution Date:

\_\_\_\_\_  
Officer Signature

21/      /

\_\_\_\_\_  
Name: Mark Neumeyer

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

In consideration of the sum of ONE (\$1.00) DOLLAR (the receipt of which is hereby acknowledged) **5277095 MANITOBA LTD.** (the "Mortgagee"), the holder of an undivided 5/30 interest in Mortgage charge CA3462539 (the "Charge") consent to the registration of the within Statutory Building Scheme as an encumbrance upon each of the Lots in priority to the Charge in the manner and to the same effect as if it had been dated and registered prior to the Charge.

EXECUTION:

Execution Date

**5277095 MANITOBA LTD.**

by its authorized signatory(ies):

\_\_\_\_\_  
Officer Signature

21/ /

\_\_\_\_\_  
Tom Wilton

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

In consideration of the sum of ONE (\$1.00) DOLLAR (the receipt of which is hereby acknowledged) **5277109 MANITOBA LTD.** (the "Mortgagee"), the holder of an undivided 5/30 interest in Mortgage charge CA3462539 (the "Charge") consent to the registration of the within Statutory Building Scheme as an encumbrance upon each of the Lots in priority to the Charge in the manner and to the same effect as if it had been dated and registered prior to the Charge.

EXECUTION:

Execution

**5277109 MANITOBA LTD.**

by its authorized signatory(ies):

\_\_\_\_\_  
Officer Signature

21/02/

\_\_\_\_\_  
AI Alexandruk

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.

## NORTHRIDGE ESTATES

### SCHEDULE OF RESTRICTIONS

**The building scheme restrictions set forth herein shall apply to each of Lots 1 to 34, District Lot 236, Comox District, Plan EPP102825**

#### **1.0 DEFINITIONS**

Unless the context otherwise requires, the following words or phrases shall have the following meanings:

**"Approval"** shall mean any written approval granted by the Design Approval Officer, PROVIDED ALWAYS THAT any such Approval shall only be required for so long as there is an appointed Design Approval Officer;

**"Approved Building Plans"** shall mean the Building Plans of an Owner that have received the written Approval of the Design Approval Officer;

**"Building"** shall mean any building located on a Lot other than a Dwelling;

**"Building Plans"** shall mean all plans, specifications and any other information required to be submitted by an Owner for the Approval of the Design Approval Officer as stated in the Design Guidelines;

**"Building Scheme"** shall mean and include the Declaration of Building Scheme attached hereto and the provisions of this Schedule of Restrictions;

**"Design Approval Officer"** shall mean Josh Fayerman, 101 - 5170 Dunster Road, Suite 100, Nanaimo, BC, V9T 6M4, email: [josh@milestonecontracting.com](mailto:josh@milestonecontracting.com); or any other person or persons or corporate body designated by the Developer from time to time as the Design Approval Officer;

**"Design Guidelines"** shall mean and include the design guidelines of the Developer in effect from time to time, to be administered by the Design Approval Officer;

**"Developer"** shall mean **0953484 B.C. Ltd.** and its duly authorized agents, successors and assigns;

**"Development"** shall mean all of the Lots which are the subject of this Building Scheme;

**"Dwelling"** shall mean the principal Building constructed on a Lot to be occupied or intended to be occupied for residential purposes;

**"Fence"** shall mean a structure used as an enclosure or screening around all or part of a Lot or site and shall include a retaining wall;



**"Final Lot Grading Plan"** shall mean the elevation of the ground of a Lot at the time of final subdivision approval pursuant to the Lot Grading Plan approved by the City of Courtenay for the Development;

**"Finished Grade"** means the elevation of the surface of the ground at the point on the site of a completed development;

**"Home-based Business"** shall mean an occupation, business or professional practise which is carried on for remuneration or financial gain, and which is clearly ancillary to the residential use of a Lot and which generates little or no traffic, of which the proprietor is also a resident of the dwelling where the home occupation occurs and which does not employ more than one other person who is not also a resident of the dwelling where the home occupation occurs;

**"Improvement"** shall mean any improvement on a Lot, other than a Dwelling or a Building, and shall specifically include any driveways, sidewalks, footpaths, retaining walls, landscaping, fencing and screening;

**"Landscaping"** means the physical arrangement and maintenance of landscaping materials on a Lot;

**"Lot"** shall mean any one of Lots 1 to 34 described in paragraph 1 of the Declaration of Building Scheme attached hereto;

**"Owner"** shall mean any person or persons or corporate body registered at the Victoria Land Title Office as either the registered owner in fee simple of a Lot, the last registered holder of a Right to Purchase a Lot or any registered holder of a Life Estate interest in a Lot;

**"Work"** shall mean any improvement of any kind whatsoever to a Lot and, without limiting the generality of the foregoing, shall include any site preparation, clearing, burning, excavation, filling, backfilling, grading or levelling of a Lot and any construction related activities on a Lot, including any construction, alteration, addition or extension to any Dwelling, any other Building or any Improvement to a Lot, including any change or alteration to the exterior finish, including colour scheme, of the Dwelling, any other Building or any Improvement to a Lot.

## **2.0 RESTRICTIONS ON WORK**

2.1 No Owner, or anyone acting on behalf of an Owner, shall:

- (1) commence any Work on a Lot; or
- (2) make application for or obtain a building permit for any construction, alteration, addition or extension to a Dwelling, any other Building or any other Improvement to a Lot,

without having first received Approved Building Plans authorizing the proposed Work on the Lot.

2.2 No Work shall be commenced or continued on a Lot by an Owner, or anyone acting on behalf of an Owner, unless:

- (1) the Work has received Approval;
- (2) all Work is carried on entirely within the boundaries of the Lot and in such a manner as to ensure that there is no damage to any other Lot;
- (3) the Work that has received Approval is commenced within six (6) months from the date of the Approval, otherwise the Approval shall be deemed cancelled; and
- (4) Landscaping and all other Improvements to the Lot are completed within twelve (12) months from the date of commencement of construction of the Dwelling on the Lot and shall include completion of any required topsoil with either turf or sod.

For the purposes of this paragraph “completed” with respect to the construction, alteration, addition or extension to a Dwelling or any other Building shall mean completion of all exterior finishes, including roofing, siding, painting, garages, porches, patios, sun decks and placement of all windows and doors, any driveway, any walkway, any landscaping, any fencing and the interior of all ground-floor rooms on the front elevation of a “day light” basement entry Dwelling.

### 3.0 RESTRICTIONS ON USE

3.1 No Owner, or anyone acting on behalf of an Owner, including a tenant or occupant of a Dwelling on a Lot, as the case may be, shall:

- (1) occupy any Dwelling on the Lot without having first received a Certificate of Occupancy for any such Dwelling;
- (2) occupy a mobile home, tent, trailer or any other like structure to be used as a Dwelling on a Lot;
- (3) alter the natural grade of the Lot or the grade of the Lot as it may exist from time to time that does not conform with the Final Lot Grading Plan for the Lot;
- (4) seed or hydroseed either the front or side yards of a Lot following the date of transfer of title for the Lot from the Developer to the Owner;
- (5) alter or change the colour scheme that has received Approval from the Design Approval Officer of any Dwelling or any other Building or Fence constructed on the Lot for a minimum period of **five (5) years** from the date of issuance of the Certificate of Occupancy for any Dwelling constructed on the Lot;
- (6) use the Lot, including any Dwelling or any other Building on the Lot for any purpose other than residential use, and an ancillary Home-based Business;
- (7) occupy any Dwelling on a Lot without operating, maintaining, repairing and

replacing, as necessary, any storm water management facilities, including rock pits and/or lawn basins, constructed on the Lot which must be maintained at all times and to ensure that all storm drainage from the Lot is directed and connected to any such storm water management facilities and that such connection is maintained at all times;

- (8) permit any soil, rock or any other material excavated from the Lot to be deposited on the frontage of any Lot under construction or on any part of any other Lot
- (9) cause any damage to any other Lot;
- (10) permit any building materials of any kind whatsoever, any lawn cuttings or any other landscaping debris of any kind whatsoever to be deposited on the frontage of any Lot under construction or on any part of any other Lot
- (11) permit any incineration of any kind whatsoever on the Lot;
- (12) permit any composting of any materials on the Lot that are not composted within an enclosed composting facility provided any such facility is located in the rear yard area of the Lot;
- (13) permit any receptacles for the disposal of garbage, general recycling and compost recycling to be kept on the Lot unless such receptacles are screened from view at all times other than the days upon which these materials are collected for disposal;
- (14) permit any tarp of any kind whatsoever on the Lot for the purpose of covering or screening or weather proofing anything on the Lot;
- (15) permit any vehicle, vessel, machinery or equipment under repair of any kind whatsoever to be parked or stored on the Lot unless the same is parked or stored in an enclosed garage or on another part of the Lot bounded by a Fence or screening provided always that it is not visible from any street fronting any such Lot;
- (16) permit any motor vehicle not bearing a current year's motor vehicle license plate, any motor vehicle with a gross vehicle weight rating in excess of **ten thousand (10,000) pounds**, any motor vehicle in excess of **twenty-two (22) feet** in length, any motor vessel, any boat, any trailer, any recreational vehicle, any commercial vehicle or any other similar vehicles, vessels or machinery of any kind whatsoever to be parked or stored on the Lot, save and except where the same are stored or parked in an enclosed garage or, within the side yard of any such Lot on a separate concrete pad and behind a solid Fence along the front of any such concrete pad and parallel to any fronting street. **PROVIDED HOWEVER THAT:**

- (a) during the period of construction of the Dwelling on the Lot one or more commercial vehicles, trailers and construction equipment may be temporarily parked or stored, provided any such vehicles, trailers and construction equipment are stored entirely within the boundaries of any such Lot; and
  - (b) a recreational vehicle shall be permitted to be parked on the driveway of the Lot for no longer than **forty-eight (48) hours** for the sole purpose of loading or unloading the recreational vehicle;
- (17) permit any pole, mast, antenna, satellite dish or any other similar object of any kind on the Lot or on the exterior of the Dwelling or any other Building or any other Improvement on the Lot, save and except for a single satellite dish not exceeding **thirty (30) inches** in diameter provided any such dish is located at the rear of the Lot at an elevation of less than **3 feet** from grade;
- (18) permit any clothesline on the Lot or on the exterior of any Dwelling or any other Building or any other Improvement on the Lot, save and except for a free standing collapsible umbrella-style clothesline, provided the same is located at the rear of the Lot;
- (19) permit any sign of any kind whatsoever to be erected, posted, pasted or displayed upon the Lot including, without limiting the generality of the foregoing, on or visible from the Dwelling, any other Building or any other Improvement on the Lot, save and except for:
  - (a) **one (1)** sign indicating the family name of the Owner and/or the street address of the Lot, **PROVIDED THAT** any such sign is no larger than **24" in length x 6" inches in width**;
  - (b) **one (1)** sign indicating the name of any permitted Home-based Business operating on the Lot, **PROVIDED THAT** any such sign is no larger than **24" in length by 6" in width**;
  - (c) **one (1)** "For Sale" sign, **PROVIDED THAT** any such sign is no larger than **36" x 36"**; and
  - (d) during the period of construction of the Dwelling on the Lot, **one (1)** additional sign identifying the builder of the Dwelling, **PROVIDED THAT** any such sign is no larger than **36" x 36"**;
- (20) keep any undomesticated animals on a Lot;
- (21) permit the breeding or farming of animals on a Lot;

- (22) permit any heat pump or similar heating and/or cooling equipment on the Lot or on, in or about the Dwelling or any other Building on the Lot having a sound level emanating from the heat pump or similar heating and/or cooling equipment at the property lines of the Lot that exceeds **65 decibels**;
- (23) permit any solar heating panels, devices or facilities of any kind whatsoever on the exterior of the Dwelling or any other Building or on any other part of a Lot, save and except where located in such a position to maximize sun orientation but contained to the roof of the Dwelling or any other Building on the Lot;
- (24) permit any Building or any recreational equipment of any kind whatsoever to be placed, erected or constructed ahead of the front facade of the Dwelling constructed on a Lot and, without limiting the generality of the foregoing, shall include any garden sheds, swing sets, trampolines, playhouse or climbing structure; and
- (25) permit any Fence of any kind whatsoever to extend beyond the front facade of the Dwelling constructed on the Lot.

#### 4.0 **EXEMPTION BY THE DEVELOPER**

- 4.1 The Developer hereby expressly reserves the right, in its sole discretion, to exempt any Lot remaining undisposed of by the Developer at the time the exemption is to take effect from all or any of the restrictions and benefits contained in this Building Scheme and any such exemption shall not render the provisions so exempted invalid or unenforceable with respect to any other Lot charged by the provisions of this Building Scheme pursuant to Section 220(3) of the *Land Title Act* (British Columbia).