

## LAND TITLE ACT

FORM 35  
(section 220(1))

## DECLARATION OF BUILDING SCHEME


NATURE OF INTEREST CHARGE: Statutory Building Scheme

HEREWITH FEES OF: \$ \_\_\_\_\_

Address of person entitled to apply to register this building scheme:

320 Festubert Street  
Duncan, BC V9L 3S9

Full name, address, and telephone number of person presenting application:

Johns Southward Glazier Walton & Margetts  
Barristers and Solicitors  
151 Fourth Street  
Duncan, BC V9L 5J8  
T# 250-746-8779\_\_\_\_\_  
Signature of Applicant or  
Solicitor or Authorized Agent

I, Balbir Parhar, Developer of 320 Festubert Street, Duncan, BC, declare that:

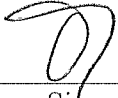
1. I am an officer and authorized signatory of ~~Parhar Holdings II Ltd.~~ <sup>Parhar Holdings Gibbins Road Ctd.</sup> the registered owner in fee simple of the following land (the "Lots"):

PID No. 009-644-121, Parcel P (DD 76080I) of Sections 17, 18 and 19, Range 4, Quamichan District, Except Parts in Plans 4531, 4785, 5547 and 31557 and Except Parts Outlined in Red on Plans 903 RW and 438 BL

PID No. 009-643-826, Parcel G (DD 36290I) of Sections 18 and 19, Range 4, Quamichan District, Except Parts in Plans 3842, 3853, 4134, 4785, 4810, 5097, 5547 and 7386 and Except Part Outlined in Rend on Plan 903RW

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 attached or annexed hereto.
4. The restrictions shall be for the benefit of all the Lots, provided, however, that we reserve the right to exempt any of the Lots remaining undisposed of by us from all or any of the restrictions and benefits.

EXECUTION(S)



Officer Signature

**MICHAEL H. GENGE**  
*Lawyer & Notary Public*  
151 FOURTH STREET  
DUNCAN BC V9L 5J8  
PHONE: (250) 746-8779

Nov 25/10

Execution Date

[month, day, year]



Signature(s)

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.

TERMS OF INSTRUMENT - PART 2  
(Section 220 *Land Title Act*, R.S.B.C. 1996, c.250)

THIS STATUTORY BUILDING SCHEME dated for reference the 25<sup>th</sup> day of November, 2010.

**Schedule of Restrictions**

**1. Definitions**

For the purposes of this Statutory Building Scheme, the following terms shall have the following meanings:

- (a) "accessory building" or "accessory buildings" means those buildings or improvements on a Lot that are not a dwelling (as hereinafter defined);
- (b) "Company" shall mean ~~Parhar Holdings Ltd.~~ <sup>Parhar Holdings Buildings Road Ltd.</sup> and includes its assigns and successors;
- (c) "Development" means the Lands and all Lots, roadways, walkways, and common property, and all improvements located on the Lands;
- (d) "dwelling" means the improvement constructed on a Lot that is used for permanent residential purposes;
- (e) "Lands" means the lands legally described as:

Parcel P (DD 76080I) of Sections 17, 18 & 19, Range 4, Quamichan District Except Parts in Plans 4531, 4785, 5547 and 31557, and except parts outlined in red on Plans 903 RW and 438 BL (PID - 009-644-121);  
and,

Parcel G (DD 36290I) of Sections 18 & 19, Range 4, Quamichan District Except Parts in Plans 3842, 3853, 4134, 4785, 4810, 5097, 5547 and 7386, and except parts outlined in red on Plans 903 RW (PID - 009-643-826)

- (f) "Lot" means any of the 42 residential lots, in whatever phase, intended to be created by strata bare land subdivision of the Lands, and "Lots" has a corresponding meaning;
- (g) "Owner" means the registered owner, as recognized by the Land Title Office, of a Lot and includes the assigns and successors in title of such Owner and "Owners" mean every and/or all owners;

**2. Construction Requirements**

**2.1 Plan Approval**

No dwelling, accessory building or other improvement shall be constructed, placed, erected, altered or maintained on any Lot unless and until the Owner of a Lot has first submitted plans and

specifications showing compliance in all respects with these restrictions to the Company, and the Company has approved the plans and specifications.

## **2.2 Course of Construction**

- (a) No improvements shall be allowed to remain in an incomplete state on a Lot and construction thereof shall proceed diligently and continuously from commencement of construction to completion. In no case shall any improvements remain in an incomplete state 12 months after commencement of the construction of such improvement.
- (b) There shall be no construction waste or debris left on any Lot or any other part of the Lands for any longer than necessary.

## **3. Site Requirements**

### **3.1 Floor Area**

- (a) No dwelling, whether or not such dwelling has one storey or two storeys, shall be constructed with a gross floor area of less than 1,100 square feet, not including garage areas.
- (b) Where a dwelling has two habitable storeys, the first storey shall have a minimum gross floor area of not less than 900 square feet, not including garage area.

### **3.2 Driveways**

No driveway shall be built that is not constructed of asphalt, concrete, exposed aggregate, interlocking brick or a combination thereof.

### **3.3 Corner Lots**

No dwelling located on a corner lot shall be built without being designed such that each façade facing either a street or public road will appear as if it were the front façade of the dwelling, including wrapping finishes across each exposed façade.

### **3.4 Garages**

- (a) No dwelling shall be built with a carport.
- (b) No dwelling shall be built without a garage.
- (c) No garage shall be built without meeting the following conditions:
  - (i) a garage in a single storey dwelling shall not exceed 30 square meters in area;
  - (ii) a garage in a two storey dwelling shall not exceed 42 square meters in area;
  - (iii) there shall be no garages without a garage door and any garage door shall be located at a minimum distance of 5.8 meters from the front property line of the Lot.

### **3.5 Exterior Materials**

- (a) No dwelling shall be built that does not have at least three primary finish materials which consist of a combination of vinyl, rock, cultured stone, hardi-plank, wood siding, wood shake siding, or shingle siding.
- (b) No dwelling shall be built that does not carry all of the primary finish materials to all facades of the dwelling unit (front, rear and side facades).
- (c) No dwelling or accessory building shall be built that has more than 0.2 meters of exposed concrete or concrete block foundation wall.
- (d) No accessory buildings shall be finished with materials that are different from the dwelling.

### **3.6 Exterior Colours**

- (a) No exterior paint, stain or other covering shall be used unless it has a colour scheme and appearance that is consistent with the muted and natural tones of the surrounding environment and terrain.
- (b) No dwelling or accessory building shall have gutters and leaders that are not the same colour scheme option selected for the dwelling or accessory building under clause 3.6(a) herein.

### **3.7 Roofs**

- (a) No dwelling with a simple roof design will be approved. Dwellings shall be designed so that the front elevation of the dwelling has a minimum of two roof intersections, two separate roof planes or a combination of both.
- (b) No roof shall be provided that does not have a minimum main roof pitch of 5:12 or minimum secondary roof pitch of 4:12.
- (c) No roof shall be covered with any material but fibreglass shingles, cedar shakes or shingles, or asphalt shingles. No shakes and shingles shall be used unless the colour of such shakes and shingles is consistent with the exterior colour schemes chosen for the dwelling and/or accessory buildings.

### **3.8 Fascias, Soffits and Front Doors**

- (a) No dwelling shall be built where the soffits are less than 0.3 meters in width. Soffits must be no closer to the Lot side property line than 0.9 meters. Fascia boards shall not be less than 0.15 meters in width.
- (b) No dwelling shall be built that does not have front doors consisting of raised panels of solid construction with included windows or adjacent window panels and lighting.

### **3.9 Fences and Retaining Walls**

- (a) No fence shall be constructed greater than 1.5 meters in height along or within any side or rear yard setback of any Lot and no fence shall be constructed greater than 1.0 meters in height along or within any front yard setback area of any Lot.
- (b) No fence shall be constructed of any material other than natural or pressure-treated wood, stone, or wrought iron.
- (c) No retaining walls shall be built that have more than 0.2 meters of exposed concrete or concrete block wall. No retaining wall shall be built over 0.2 meters in height without being finished with keystone, rock or cultured stone. No retaining walls shall be constructed that are greater than 1.2 meters in height that have not, prior to construction, been designed, inspected, and certified as safe by a structural engineer.

### **3.10 Landscaping**

- (a) No Lot shall remain unlandscaped twelve months after the completion of construction of a dwelling on a Lot.
- (b) In the front yard of each Lot, there shall be planted no less than one tree and seven shrubs. When planted, the tree(s) shall have a minimum caliper of 50 centimeters and a minimum height of 1.5 meters, and the shrubs shall have a minimum height or spread of 1 meter. Trees and shrubs that are considered to be invasive or "non-native" species shall not be planted on any Lot.
- (c) No soil medium into which the trees and shrubs referred to in sub clause 3.10(b) above shall be used unless it meets the following requirements: 10-20% organic content, 50% – 70% sand, a maximum of 25% clay and silt combined with a minimum of 10% silt, and a maximum of 5% gravel.
- (d) The side and rear yards of each Lot shall be fully landscaped. No ground cover materials shall be used other than grass, turf, patio stones or bricks, or a combination thereof.
- (e) No heat pump compressor units or exterior mounted air-conditioning units shall be placed in the side or front yards of any Lot. No such units shall be located on a Lot unless they are minimum of 4.5 meters from any Lot property line.

## **4. General Requirements**

- (a) 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 upon any Lot.
- (b) No vehicle that exceeds a capacity of one ton and no commercial vehicles, equipment or machinery of any kind shall be parked or stored anywhere on a Lot except as may be required for construction or maintenance of a dwelling, accessory building or improvement on a Lot.

- (c) No trailers, boats, motor homes, campers, recreational equipment and other similar objects shall be parked in the front or side yard of a Lot; parking (storage) of these objects is permitted at a minimum of 1.5 meters from any property line at the rear of the dwelling.
- (d) No pole, mast, antenna, or any other similar object of any kind shall be situated on any Lot or on the exterior of any dwelling, accessory building or improvement on any Lot unless otherwise approved in writing by the Company.
- (e) No billboard or "For Sale" sign of any character shall be erected, posted or displayed upon or about any part of any Lot, other than signs not larger than 76.2 centimetres by 45.72 centimetres (30 inches by 18 inches).

~~5. Company Obligations~~

~~(a) In the event of any breach of any one or more of the terms and specifications set out in this Building Scheme, the Company or its agent shall have the right, but shall not be obligated, to enter upon any Lot and to abate or cure, at the expense of the Owner of the Lot who is in such breach, any breach capable of abatement or cure and such Owner shall pay to the Company forthwith upon demand all costs incurred by the Company in such abatement or cure and such costs shall constitute a charge upon such owner's Lot and may be collected by the Company in a court of competent jurisdiction.~~

~~(b) The Company, its servants, agents and employees shall not be liable for any loss, damage, injury, cost or expense suffered or incurred by any Owner or any other person arising out of or in connection with the performance or non-performance of the functions ascribed to the Company under this Building Scheme, unless caused by the negligence or wilful act of the Company, its servants, agents or employees.~~

~~6.5. Expiration of Obligations of Company~~

- (a) The rights, powers and obligations of the Company under this Building Scheme shall expire four (4) years after the transfer, sale or other disposition of the last Lot owned by the Company in the Development.

END OF DOCUMENT