

93 AP 15 11 53 1

EG043302

RECEIVED

IMAGED

H/1000

LAND TITLE ACT
FORM 35
(Section 216(1)) (3)

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE: BUILDING SCHEME
HEREWITH FEE OF \$ 50.00

Address of person entitled to apply to register this building scheme: 04/15/93 D96846 CHARGE 50.00

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

KELLY J. ORR
Barrister & Solicitor
210 - 601 Discovery Street,
Victoria, B.C. V8T 5G4
(383-4245)

BURNS SERVICES
Kelly J. Orr
Signature of Solicitor

I, DENNIS LYNN FERRILL, of 201 - 895 Fort Street, Victoria, B.C. do solemnly declare that:

1. I am a director of D.L. FERRILL HOLDINGS LTD., the registered owner in fee simple of the following land (hereinafter called "the Lots"):

Strata Lots 1 - 10, Section 32, Victoria District, Strata Plan VIS 2689

2. D.L. FERRILL HOLDINGS LTD., do hereby create a building scheme relating to the Lots.

3. Any 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.

EXECUTION:

Officer Signature

Kelly J. Orr
KELLY J. ORR
BARRISTER & SOLICITOR
STE. 210 - 601 DISCOVERY ST.
VICTORIA, B.C. V8T 5G4

Execution Date

Y	M	D
93	3	9

Party(ies) Signature(s)

D.L. FERRILL HOLDINGS LTD. by its authorized signatory

Dennis Lynn Ferrill
DENNIS LYNN FERRILL

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

SCHEDULE OF RESTRICTIONS

1. No commencement of site preparation, including filling and excavation shall be carried out, nor shall there be erected, constructed or placed on any lot any residence, building, fence or other improvement, or any addition or alteration thereto, including alteration or change of an exterior finish or colour until proper plans (including a siting plan), elevations and specifications thereof (setting forth all materials to be used with details as to their quantities and qualities) shall have been first submitted to and approved in writing by the approving body described in Clause 18 hereof, it being the intention of these restrictive covenants that all improvements, including dwellings and appendages thereto, fences and landscaping are to be controlled as to design, siting, height, setbacks, type of materials used and exterior colour schemes for the benefit of the subdivision as a whole and for the benefit of adjacent or nearby lots.

2. Commencement of any improvement or any addition to or alteration thereto shall begin within one (1) year after the date of receipt of approval for the same, failing which the consent and approval shall expire and become null and void. Provided also, no lot shall be left so that improvements shall not have been completed within one (1) year from the

date of commencement of site preparation or issuance of a building permit, whichever comes first. Without restricting the generality of the foregoing, no lot shall be permitted to remain unlandscaped after the aforesaid one (1) year period, or six (6) months from the date of issuance of an occupancy permit by the Municipality, whichever shall come first.

3. No trees or vegetation shall be removed or substantially altered without approval and, conversely, no lot after the initial sale thereby by the developer shall, after request by the approving body, be left in such a state as to impede (in the approving body's sole opinion) the view from any other lot or lots and, to this end, the body whose approval is required may require that at no expense to the owner any trees or vegetation be removed, topped or otherwise modified from time to time, and no owner of any lot shall cancel or restrict in any way the right of the approving body to take such steps as it deems appropriate in this regard.

4. No lot shall be subdivided or altered in its boundaries without prior approval, except that where a subdivision plan is required by the Corporation of the District of Saanich, or the Province of British Columbia, for the purpose of

dedicating any portion of the lot for road or park or other public purposes, the consent of the approving authority shall not be required as to lots unsold.

5. No improvement on any lot shall be allowed to become in disrepair or unsightly or untidy, it being the intent of these covenants that all lots and improvements thereon shall be maintained at all times in a neat and attractive state and condition.

6. No lot shall have erected upon it more than one (1) dwelling for one family or household unit with such further structures as may be necessary or incidental to the use of such unit.

7. Except as otherwise permitted, no building shall be used for any purpose other than that of a single family residence and no lot or building shall be used at any time for the purpose of any profession, trade, vocation, commercial enterprise of any description, nor as a hospital, charitable, religious or educational institution or apartment, boarding or lodging house.

8. No sign or advertising matter of any kind, other than an approved sign in a designated form offering a lot or residence for sale shall be placed on any lot or on any chattel permanently or temporarily located on any lot.

9. No water from any stream, culvert, ditch or pond within the subdivision shall be diverted, dammed, drained or otherwise interfered with.

10. No dwelling shall be erected which shall have a main floor area of less than twelve hundred square feet inclusive of outer walls, but exclusive of any garage, carport, covered extension, patio, porch or other appendage.

11. With respect to any buildings erected on any lot:

- (a) all roofs shall be constructed of cedar shakes or other approved material;
- (b) all chimneys constructed or erected as part of or attached to any building shall be constructed of masonry or of other approved material;
- (c) no buildings shall be constructed with vinyl siding as an exterior finishing material; and
- (d) all buildings shall include an enclosed garage, whether attached to or separate from the building.

12. No house or other building shall be moved or transported onto any lot, and specifically no mobile homes or prefabricated factory homes shall be erected or placed on any lot.

13. No pole, mast, clothesline, antenna or similar object of any kind shall be erected or installed on any lot or on the exterior of any building, save and except an umbrella type clothesline.

14. Except for a maximum of four (4) private passenger automobiles per dwelling unit, no waste, materials of any kind, or chattels, including without restricting the generality thereof, trailers, campers, motor homes, trucks, motorcycles and boats, shall be parked, placed or situated on any lot except in a garage or in an area situated on the lot which is bounded by an approved screening.

15. The owner of any lot shall not permit its invitees or guests to park vehicles other than on the lot or directly adjacent to the lot.

16. No animals (other than domestic pets) and especially, but without restricting the generality of the foregoing, swine, wild game, chickens and goats shall be taken on or kept on or upon any lots.

17. In the event of any breach by an owner of these restrictive covenants continuing for a period of thirty (30) days after notice in writing delivered to the lot by the approving body requesting the owner to remedy such breach, such body may cause such work as may be necessary to cure