

VICTORIA LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA
FORM 17 CHARGE, NOTATION OR FILING Jun-16-2017 15:12:06.010
LAND TITLE AND SURVEY AUTHORITY

CA6074851

PAGE 1 OF 6 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

<p>Dale Richard Henley 21CSQ2</p>	<p>Digitally signed by Dale Richard Henley 21CSQ2 DN: c=CA, cn=Dale Richard Henley 21CSQ2, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm? id=21CSQ2 Date: 2017.06.16 14:30:58 -0700'</p>
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Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

Henley & Walden LLP
201-2377 Bevan Avenue

250-656-7231
File No. 61333 A-3 Holdings ch

Sidney BC V8L 4M9

Document Fees: \$71.58

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [legal description]

SEE SCHEDULE

STC? YES

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

STATUTORY BUILDING SCHEME

ADDITIONAL INFORMATION:

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

NOT APPLICABLE

FORM_E7_V13

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 2 OF 6 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPP63580**

STC for each PID listed below? YES

- [PID] [LEGAL DESCRIPTION – must fit in a single text line]
- NO PID NMBR LOT 1 SECTIONS 38 AND 42 OTTER DISTRICT PLAN EPP63580**
 - NO PID NMBR LOT 2 SECTIONS 38 AND 42 OTTER DISTRICT PLAN EPP63580**
 - NO PID NMBR LOT 3 SECTIONS 38 AND 42 OTTER DISTRICT PLAN EPP63580**
 - NO PID NMBR LOT 4 SECTIONS 38 AND 42 OTTER DISTRICT PLAN EPP63580**
 - NO PID NMBR LOT 5 SECTIONS 38 AND 42 OTTER DISTRICT PLAN EPP63580**
 - NO PID NMBR LOT 6 SECTIONS 38 AND 42 OTTER DISTRICT PLAN EPP63580**
 - NO PID NMBR LOT 7 SECTIONS 38 AND 42 OTTER DISTRICT PLAN EPP63580**
 - NO PID NMBR LOT 8 SECTIONS 38 AND 42 OTTER DISTRICT PLAN EPP63580**
 - NO PID NMBR LOT 9 SECTIONS 38 AND 42 OTTER DISTRICT PLAN EPP63580**
 - NO PID NMBR LOT 10 SECTIONS 38 AND 42 OTTER DISTRICT PLAN EPP63580**
 - NO PID NMBR LOT 11 SECTIONS 38 AND 42 OTTER DISTRICT PLAN EPP63580**
 - NO PID NMBR LOT 12 SECTIONS 38 AND 42 OTTER DISTRICT PLAN EPP63580**

Land Title Act

FORM 35
(section 220(1))

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: Statutory Building Scheme
HEREWITH FEE

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

A-3 Holdings Ltd.
8410 Lawrence Road, Saanichton, BC V8M 1S5

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

Henley & Walden LLP
201 2377 Bevan Avenue
Sidney, BC V8L 4M9
Telephone: 250-656-7231



Dale R. Henley, Solicitor


A-3 HOLDINGS CORP. Inc. No. BC0880098, 8410 Lawrence Road, Saanichton, BC V8M 1S5 declares that:

1. A-3 Holdings Corp. is registered owner in fee simple/lessee of the following land (hereinafter called "the Lots")

See Form E Schedule
2. A-3 Holdings Corp. 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.

EXECUTION(S):

Officer Signature(s)

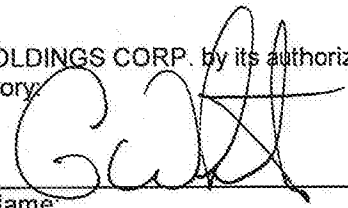


Dale R. Henley
201 - 2377 Bevan Avenue
Sidney, BC V8L 4M9
Lawyer

Execution Date

Y	M	D
17	04	28

A-3 HOLDINGS CORP. by its authorized signatory




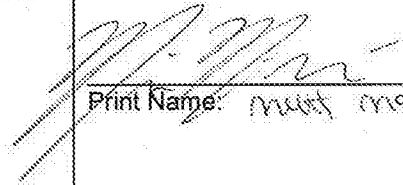
Print Name:

OFFICER CERTIFICATION


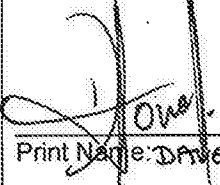
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS

0919648 B.C. LTD. Inc. No. BC0919648, the holder of Mortgage CA4132736, Mortgage CA4312867 and Mortgage CA4969748, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our said charges.

Officer Signature(s)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">Execution Date</th> </tr> <tr> <th style="width: 33%;">Y</th> <th style="width: 33%;">M</th> <th style="width: 33%;">D</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">17</td> <td style="text-align: center;">04</td> <td style="text-align: center;">28</td> </tr> </tbody> </table>	Execution Date			Y	M	D	17	04	28	Charge Owner(s) Signature(s)
Execution Date											
Y	M	D									
17	04	28									
 <hr/> <p>Dale R. Henley #201 - 2377 BEVAN AVENUE SIDNEY BC V8L 4N9 Solicitor</p>		0919648 B.C. Ltd. by its authorized signatory:  <hr/> Print Name: <u>Matt Maxwell</u>									

CAPITAL CITY PAVING LTD. Inc. No. BC0319466, the holder of Mortgage CA5129261, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our said charge.

Officer Signature(s)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">Execution Date</th> </tr> <tr> <th style="width: 33%;">Y</th> <th style="width: 33%;">M</th> <th style="width: 33%;">D</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">17</td> <td style="text-align: center;">05</td> <td style="text-align: center;">02</td> </tr> </tbody> </table>	Execution Date			Y	M	D	17	05	02	Charge Owner(s) Signature(s)
Execution Date											
Y	M	D									
17	05	02									
 <hr/> <p>KRISTIL HAMMER BARRISTER & SOLICITOR Main Floor 837 Burdett Avenue Victoria BC V8W 1B3</p>		Capital City Paving Ltd. by its authorized signatory:  <hr/> Print Name: <u>DAVE HOWELLS</u>									

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.

NOTE:

1. The consent and grant of priority of charge holders may be in separate counterparts of Form 35.
2. The execution of all declaring or consenting parties must be witnessed in accordance with Part 5 of the Land Title Act.
3. The type and registration number of the charge must be typed or printed immediately below the signature of the owner of the charge.

Terms of Instrument – Part 2

SCHEDULE OF RESTRICTIONS

1. For the purposes of this Building Scheme the following words or phrases have the following meaning:
 - (a) "Improvements" means any building or other structure or landscaping constructed or installed on any Lot, or to be constructed or added or altered on any Lot;
 - (b) "Lot" means any of the lots that are subject to this Building Scheme;
 - (c) "Manufactured Home" means any structure, whether ordinarily equipped with wheels or not, that is designed, constructed or manufactured to be moved from one place to another to provide a dwelling house, a business office or premises or accommodation or any structure defined as a manufactured home on the Manufactured Home Act;
 - (d) "Recycled Home" means any structure that was previously erected at another location and used as a dwelling house or premises, a business office or accommodation
2. Any construction of Improvements shall not remain in an uncompleted state beyond the period ending on the date 12 months from the date of commencement of construction. All construction of Improvements on any Lot shall proceed diligently and continuously from commencement of construction until completion.
3. No Improvement other than one private single family dwelling and one secondary suite (which may be attached or unattached to the primary dwelling) together with related accessory buildings, landscaping, garages and miscellaneous structures shall be constructed on any Lot.
4. There shall not be erected, placed or stored or otherwise located on any Lot any of the following:
 - (a) A Manufactured Home; or
 - (b) A Recycled Home
5. One level homes constructed on any Lot shall not be less than 1,500 square feet of gross floor area, not including garage areas, and two level homes constructed on any Lot shall not have a gross floor area on the first level of less than 1,200 square feet, and 400 square feet on the second level, not including garage areas. For the purposes of this paragraph "gross floor area" means the sum of the total floor area of each story in each building measured to the outside face of the exterior walls and excludes the areas of canopies, sundecks, outside stairs, and concealed parking.
6. Clotheslines shall not be visible from the road.
7. There shall be no pole, mast, sports equipment, antennas or similar property or equipment in place on any lot which is visible from the road other than satellite receiving dishes of no greater than 24" in diameter.
8. No trailers, boats, commercial vehicles, recreational vehicles, unlicensed vehicles or equipment stored on or about a Lot unless it is stored inside an enclosed garage or in an area on the Lot which is bounded by screening (which screening may include natural vegetation) for the benefit of neighbouring Lots.

9. There shall be no Lot or any Improvement to any Lot that be allowed to become in disrepair.
10. There shall be no materials and/or debris stored or disposed of on any Lot.
11. The Developer (A-3 Holdings Corp.) expresses reserves the right to exempt unsold Lots from any and all of the restrictions and benefits contained within this building scheme and this Schedule of Restrictions.

End of Document