



1. Application

Deduct LTO Fees: Yes

Document Fees: \$78.17

**Nixon Wenger LLP**  
**Lawyers**  
**#201, 2706 - 30th Avenue**  
**Vernon BC V1T 2B6**  
**250-542-5353**

File No. 50202-004 SMB/tlw  
 SLVP - Building Scheme

2. Description of Land

PID/Plan Number	Legal Description
EPS8683	STRATA LOTS 1 - 14, SECTION 11, TOWNSHIP 21, RANGE 10, WEST OF THE 6TH MERIDIAN, KAMLOOPS DIVISION YALE DISTRICT, STRATA PLAN EPS8683

3. Nature of Charge, Notation, or Filing

Type	Affected Number	Additional Information
STATUTORY BUILDING SCHEME		

4. Person Entitled to be Registered as Charge Owner

1131668 B.C. LTD. BOX 46037 WESTDALE RPO WINNIPEG MB R3R 3S3	BC1131668
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**Electronic Signature**

Your electronic signature is a representation that  
 (a) you are a subscriber under section 168.6 of the *Land Title Act*, RSBC 1996 c.250, and that you are authorized to electronically sign this application by an e-filing direction made under section 168.22(2) of the act, and

(b) if this application requires a supporting document, that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this application under section 168.43(3) of the act, and that the supporting document or a true copy of the supporting document, if a true copy is allowed under an e-filing direction, is in your possession.

**Krystin Pamela**  
**Kempton MIB1ZV**

Digitally signed by  
**Krystin Pamela Kempton**  
**MIB1ZV**  
 Date: 2023-07-28  
 10:06:26 -07:00

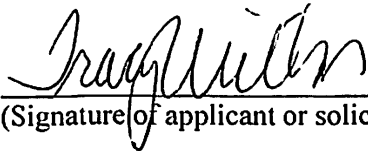
LAND TITLE ACT  
FORM 35  
(Section 220(1))

**DECLARATION OF BUILDING SCHEME**

Nature of Interest: Charge: Building Scheme  
Herewith Fee of: \$76.32

Address of person entitled to apply to register this Building Scheme:  
c/o Box 46037 Westdale RPO, Winnipeg, Manitoba R3R 3S3

Full name, address, telephone number of person presenting application:  
**NIXON WENGER LLP**  
Lawyers  
#301, 2706 – 30<sup>th</sup> Avenue  
Vernon, British Columbia V1T 2B6  
SMB/tlw:50202-004

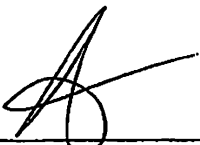
  
(Signature of applicant or solicitor or authorized agent)

We, **1131668 B.C. LTD.** (Inc. No. BC1131668), of c/o Box 46037 Westdale RPO, Winnipeg, Manitoba R3R 3S3 declare:

- 1) We are the registered owner in fee-simple/lessee of the following lands:  
  
NO PID NMBR  
Strata Lots 1 to 14 inclusive, Section 11, Township 21, Range 10, West of the 6<sup>th</sup> Meridian,  
Kamloops Division Yale District, Plan EPS8683  
  
(collectively, the “Strata Lot” or “Strata Lot”).
- 2) We hereby create a building scheme relating to the Strata Lots.
- 3) A sale of any of the Strata Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.

- 4) The restrictions enumerated in the schedule attached or annexed hereto shall be for the benefit of all the Strata Lots.

Officer Signature(s)

  
\_\_\_\_\_  
ADAM ROBERT MACE  
BOX 2039  
ALTONA, MANITOBA R0G 0B0  
A NOTARY PUBLIC IN AND FOR  
THE PROVINCE OF MANITOBA

Execution Date

Y	M	D
2022	11	14

Owner(s) Signature(s)

1131668 B.C. LTD.,  
by its authorized signatory:

  
\_\_\_\_\_  
Vern Buhr

**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.

## SCHEDULE OF RESTRICTIONS

1. No person will commence or complete any improvements of any sort (collectively or individually herein referred to as **"Improvements"**) including without limitation, any:
  - (a) excavation or removal of any fill, trees or ground cover;
  - (b) construction of any buildings or other improvements of whatsoever nature;
  - (c) landscape treatment, or
  - (d) installation of any driveway,on any of the Lots without first submitting such plans and specifications for the Improvements (the **"Plans and Specifications"**) to 1131668 B.C. Ltd. (the **"Developer"**), for the prior written approval by the Developer, it being the intention that all Improvements (and the renovation and repair thereof) within the subdivision be constructed by an accredited, licensed residential builder, such builder also being subject to the prior written approval by the Developer, and be controlled and unified as to size, design, siting, height, setbacks, types of materials used and exterior colour schemes for the benefit of the subdivision as a whole.
2. No alterations or modifications to any Improvements shall be made without prior written approval of the Developer.
3. Without limiting the generality of section 1 or section 2:
  - (a) No structure of a temporary character, including mobile homes, recreational vehicles (RVs), camper trailers, tents, shacks or other outbuildings shall be used for residential purposes on a Strata Lot at any time;
  - (b) No person shall, after commencing construction of any Improvements on a Strata Lot, discontinue the construction of such Improvements until the same are completed in all respects;
  - (c) No owner of a Strata Lot shall fail to Substantially Complete (as hereinafter defined in paragraph 3(d) of these restrictions) the construction of any Improvements as to their external appearance, including finished painting, within the 18 month period after Commencing Construction (as hereinafter defined) thereof. **"Commencing Construction"** means when the owner has commenced excavation for construction on the Strata Lot for the Improvement;
  - (d) No Improvement shall be occupied by any person unless and until that Improvement, including the exterior, is Substantially Completed (as hereinafter defined). **"Substantially Complete"**, **"Substantially Completed"** or **"Substantial Completion"**, as applicable, means the issuance by the Columbia Shuswap Regional District of a final, unconditional occupancy permit for the Improvement and the final completion of the Improvements;

- (e) No Improvement on any Strata Lot may be used for personal habitation or otherwise occupied after 6 months subsequent to the Substantial Completion of such Improvement on the Strata Lot unless the owner has completed the landscaping of the Strata Lot subject only to seasonal weather conditions. If weather considerations prevent the work from being completed within the aforesaid period, the work shall be completed as soon as is reasonably possible thereafter;
- (f) No owner of a vacant Strata Lot shall permit the growth of weeds on such vacant Strata Lot;
- (g) No wires or lines of any kind including clotheslines shall be strung on the Strata Lot above ground level or attached to the exterior of any Improvement constructed on the Strata Lot;
- (h) No satellite receiving dishes greater than forty (40) inches in diameter shall be allowed on a Strata Lot. Satellite dishes shall not be mounted on rooftops or in any yard areas fronting or flanking onto a street. No exterior radio antennas, CB antennas, television antennas or other antennas of any type shall be erected or maintained on a Strata Lot;
- (i) No kennels or enclosures for animals are permitted to be constructed or maintained on a Strata Lot;
- (j) No livestock is permitted on any Strata Lot, including but not limited to horses, chickens or fowl of any kind;
- (k) No garbage containers shall be placed on a Strata Lot unless screened from view from any public road or from any other Strata Lot except on the day designated for garbage pickup;
- (l) No central air-conditioning units or other mechanical hardware shall be located where it will be visible from a public road. No window mounted air conditioning units shall be permitted;
- (m) No exterior bars or blinds on windows or doors of any Improvement are permitted;
- (n) No house trailer, mobile home, ready to move home ("RTM"), similar or other vehicle or structure designated for or capable of providing overnight accommodation, unlicensed vehicle, commercial truck or other commercial vehicle, will be permitted within a Strata Lot; prefabricated dwellings may be permitted with written approval by the Developer;
- (o) No travel trailer, camper, recreational vehicle or recreation equipment, boat, boat trailer, machinery or equipment (whether motorized or not) will be permitted within a Strata Lot except (i) within wholly-enclosed buildings or garages; (ii) if less than twenty (20) years old; or (iii) with written approval by the Developer;
- (p) No visible billboard, placard, advertising or signage of any kind will be permitted within a Strata Lot, except for one (1) professional looking For Sale by Owner or a Professional Real Estate sign not to exceed 2 feet by 4 feet mounted on its own post no more than three (3) feet above the ground;

4. **The Developer expressly reserves the right of exempting any Strata Lot or Strata Lots remaining undisposed of at the time of the exemption from any or all of the restrictions and benefits of this Declaration of Building Scheme.**
5. **This Building Scheme will expire and be of no further force or effect on the date which is 25 years after the date of the registration hereof in the Land Title Office.**

**Exhibit D**  
**REGISTERED FORM V – SCHEDULE OF UNIT ENTITLEMENT**