

-2 APR 2008 14 15

LBO183291

C 66' (SA)

LAND TITLE ACT
FORM 35
(Section 220 (1))
DECLARATION OF BUILDING SCHEME

7/12

NATURE OF INTEREST: CHARGE: Building Scheme

HEREWITH FEE OF \$65.65 66.15


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

ENCORE DEVELOPMENTS LTD. (Inc. No. BC0670941),
Suite 210 - 347 Leon Avenue
Kelowna, BC V1Y 8C7

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

Client No. 10517
DAVIDSON LAWYERS LLP
#400, 3205 - 32nd Street
Vernon, BC V1T 2M4
Telephone: (250) 545-5344
(File No.119279/JAD/tlw)

MM 08/04/02 14:21:08 01 KL 042085
CHARGE \$66.15


Signature of Applicant or
Solicitor or Authorized Agent

ABSTRACT REGISTRY
10330

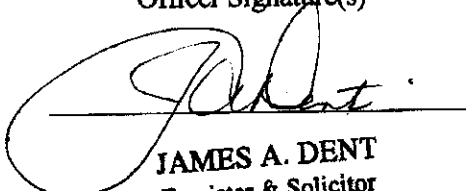
We, **ENCORE DEVELOPMENT LTD.**, (Inc. No. BC0670941), declare that:

1. We are the registered owner in fee simple of the following land (hereinafter called "the lots"):
Lots 1 to 47 inclusive, Section 18, Township 5, ODYD, Plan KAP 86294
2. We 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 of the lots provided, however, that the registered owner expressly reserves the right to exempt any of the lots remaining undisposed of at the time the exemption takes effect, from all or any of the restrictions set out in the Schedule of Restrictions and from the benefits of this building scheme.


Officer Signature(s)

Execution Date

Transferor(s) Signature(s)


JAMES A. DENT
Barrister & Solicitor
4th Floor 3205 - 32nd Street
Vernon, BC V1T 2M4

Y	M	D
2007	11	23

Encore Developments Ltd. by its
authorized signatory:

Andre Patton

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:

We, Canadian Western Bank, of 1674 Bertram, Kelowna, BC V1Y 9G4, the holder of the following registered charge consent to the registration of the attached declaration of creation of building scheme and agree that it shall have priority over our charge.

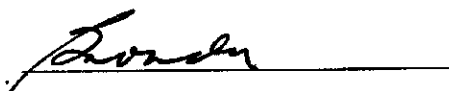
TYPE OF CHARGE
Mortgage
Assignment of Rents

REGISTRATION NUMBER OF CHARGE
LA146952
LA146953

Officer Signature(s)

Execution Date

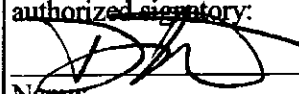
Transferor(s) Signature(s)



Y	M	D
2007	11	07

Canadian Western Bank, by its authorized signatory:

Name:



BEVERLEY MONDOR
Commissioner For Taking
Affidavits For B.C.
100-1674 Bertram St. Kelowna, BC

DAVID WEISS
Manager Commercial and
Real Estate Banking

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.

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS:

We, Investit Financial Inc. (Inc. No. A59921), of #216, 3722 57th Avenue, Red Deer, AB T4N 4R6, the holder of the following registered charge consent to the registration of the attached declaration of creation of building scheme and agree that it shall have priority over our charge.

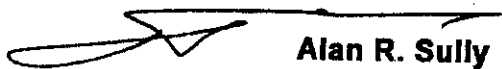
TYPE OF CHARGE
 Mortgage
 Assignment of Rents

REGISTRATION NUMBER OF CHARGE
 LA146954 and LB139659
 LA146955 and LB139660


Officer Signature(s)

Execution Date

Transferor(s) Signature(s)


Alan R. Sully
 Registrar and Solicitor
SULLY CHAPMAN BEATTIE LLP
 SOLICITORS
 # 202, 4825 - 47 Street
 Red Deer, AB T4N 1R3
 403-342-7715

Y	M	D
2007	11	27

Investit Financial Inc., by its authorized signatory:

 Name: **PAT POLLITT**

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.

PART 2 – Schedule of Restrictions

1. No dwelling house, structure, landscaping or other improvements may be constructed or erected on any Lot, unless and until plans and specifications for any such dwelling house, structure, landscaping or other improvement have been submitted to the Developer for written approval and such written approval has been received by way of acknowledgement by the Developer in writing on such plans and specifications.
2. Without in any way limiting the requirement for the written approval of plans and specifications of any dwelling house, structure, improvement on any Lot, the following restrictions shall apply to each Lot in addition to the required written approval of the plans and specifications as hereinbefore referred to:
 - a. There shall not be erected on any of the Lots any dwelling house, building or structure, other than a single family dwelling house with an attached double garage and such other buildings or structures as hereinafter provided for. For greater certainty, no carports shall be permitted on any of the Lots. Double detached garages may be permitted with the written agreement of the Developer which may be arbitrarily withheld.
 - b. There shall not be erected on any of the Lots any dwelling house except for a single storey rancher home with walkout basement containing a finished living area of not less than one hundred thirty (130) square metres (1,400 square feet).

For purposes of making the aforementioned calculations, the habitable living area shall include outer walls, but shall exclude any basement, garage, patio, porch or uninhabitable portion of the dwelling house.
 - c. No dwelling house constructed on the Lot shall be occupied by any person unless and until that dwelling house, including exterior, is substantially finished.
 - d. There 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 material, or goods intended for commercial use or sale, nor shall any waste or refuse be kept or stored on any Lot.
 - e. No wires or lines of any kind including clotheslines shall be strung on the Lots above ground level or attached to the exterior of any dwelling house, building or structure on the Lots.
 - f. No satellite receiving dishes greater than eighteen (18) inches in diameter shall be allowed or attached to any dwelling house and satellite dishes shall not be mounted on rooftops or in any yard areas fronting or flanking onto the street. No exterior radio antennas, CB antennas, television antennas or other antennas of any type shall be erected or maintained on the Lot.
 - g. No trailers, boats, commercial vehicles, recreational vehicles or recreation equipment or similar property shall be stored on a Lot unless stored inside the dwelling house or the garage or appropriately screened off from public view by screening shrubbery or approved fencing.
 - h. No kennels or enclosures for animals are permitted to be constructed or maintained on a Lot.

- i. No garbage containers shall be placed on a Lot unless screened from view from any public road or from any other Lot except on the day designated for garbage pick up.
 - j. No central air-conditioning units or other mechanical hardware shall be located where it will be visible from public road. No window mounted air conditioning shall be permitted.
 - k. Exterior bars and blinds on windows and doors on any dwelling house, building or other improvement shall not be allowed.
 - l. There shall not be erected, exposed or maintained any placard or advertising sign on any of the Lots unless specifically approved by the Developer.
 - m. No temporary living quarters shall be placed on a Lot during the course of construction of a dwelling house on such Lot.
 - n. No dwelling house shall remain less than fully completed on the exterior thereof following that date which is the earlier of the date on which the dwelling house on such Lot is first occupied, or six (6) months after commencement of such construction. Completion for purposes of this subparagraph shall mean construction in full compliance with any requirements of the City of Vernon and the Developer Approved Building Plans and Specifications.
 - o. All landscaping shall be completed within 365 days of the substantial completion of such dwelling house, subject only to seasonal weather considerations preventing the work from being completed within the aforesaid period, the work shall be completed as soon as is reasonably possible thereafter.
 - p. No landscaping, trees, shrubbery, lawn, fencing, buildings or other improvements, situated on a Lot shall be allowed to fall into a state of disrepair, such that the same are detrimental to the aesthetic appearance of the Lot and the subdivision in which the Lot is contained.
 - q. No fence on or adjacent to any of the Lots constructed by the Developer or the Lot Owner shall be removed or altered or permitted to fall into a state of disrepair. All such fences shall be maintained and rebuilt by the applicable Lot Owner if the status of the maintenance and repair of such fence requires any such maintenance or rebuilding. All such fences shall be maintained and rebuilt if necessary in the location and elevation as constructed by the Developer or the Lot Owner and in the case of a Developer constructed fence, to a quality and design consistent with that constructed by the Developer.
3. The provisions of this Building Scheme shall remain in full force and effect and shall be binding upon the Lots and the owners and occupiers from time to time of the Lots, provided, however, that from and after the 31st day of December, 2010, paragraphs 1 and 2 shall be of no further force of effect and the Developer shall have no obligation or involvement with respect to the same.

END OF DOCUMENT