

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

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST: CHARGE: STATUTORY BUILDING SCHEME
HEREWITH FEE OF: \$ _____

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

Suite 200, 313 – 6th Street
New Westminster, BC V3L 3A7

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

Ryan P. Malcolm
General Manager
NIHO LAND & CATTLE COMPANY LTD.
Suite 200, 313 – 6th Street
New Westminster, BC V3L 3A7


SIGNATURE OF APPLICANT

NIHO LAND & CATTLE COMPANY LTD. (Inc. No. 346159) (the “Developer”) of Suite 200, 313 – 6th Street, New Westminster, British Columbia, V3L 3A7, declares that:

The Developer is the registered owner in fee simple of the following lands:

<i>(PID)</i>	<i>(LEGAL DESCRIPTION)</i>
005-224-705	Lot 3 District Lot 699 Range 4 Coast District Plan 10557
005-224-713	Lot 4 District Lot 699 Range 4 Coast District Plan 10557
005-224-721	Lot 5 District Lot 699 Range 4 Coast District Plan 10557
005-224-730	Lot 6 District Lot 699 Range 4 Coast District Plan 10557
005-224-756	Lot 7 District Lot 699 Range 4 Coast District Plan 10557
005-224-764	Lot 8 District Lot 699 Range 4 Coast District Plan 10557
005-224-772	Lot 9 District Lot 699 Range 4 Coast District Plan 10557
005-224-799	Lot 10 District Lot 699 Range 4 Coast District Plan 10557
005-224-802	Lot 11 District Lot 699 Range 4 Coast District Plan 10557
005-224-811	Lot 12 District Lot 699 Range 4 Coast District Plan 10557
005-224-829	Lot 13 District Lot 699 Range 4 Coast District Plan 10557

(PID)	(LEGAL DESCRIPTION)
005-224-845	Lot 14 District Lot 699 Range 4 Coast District Plan 10557
005-225-191	Lot 15 District Lot 699 Range 4 Coast District Plan 10557
005-225-213	Lot 16 District Lot 699 Range 4 Coast District Plan 10557
005-225-230	Lot 17 District Lot 699 Range 4 Coast District Plan 10557
005-225-248	Lot 18 District Lot 699 Range 4 Coast District Plan 10557
005-225-264	Lot 19 District Lot 699 Range 4 Coast District Plan 10557
005-225-281	Lot 20 District Lot 699 Range 4 Coast District Plan 10557
005-225-299	Lot 21 District Lot 699 Range 4 Coast District Plan 10557

(hereinafter collectively called the “**Lots**” or individually a “**Lot**”).

The Developer hereby creates a building scheme (the “**Building Scheme**”) relating to the Lots.

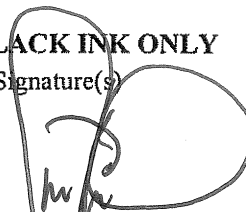
The sale of any of the Lots or any subdivided part or parts thereof is subject to the restrictions enumerated in the schedule attached or annexed hereto.

The restrictions shall be for the benefit of all the Lots.

A sale of any of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.

USE BLACK INK ONLY

Officer Signature(s)



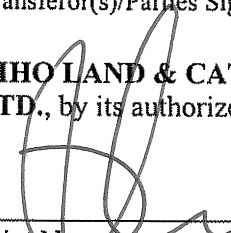
CHRISTOPHER W DUPUIS
Notary Public
103 - 1313 - 6th Street
New Westminster, B.C.
V3L 3A7

Execution Date

Y	M	D
06	11	23

USE BLACK INK ONLY

Transferor(s)/Parties Signature(s)


NIHO LAND & CATTLE COMPANY LTD., by its authorized signatory(ies):

Print Name: _____

RUDY F. NIELSEN
PRESIDENT
Print Name: _____

OFFICER CERTIFICATION:


Your signature constitutes a representation that you are a solicitor, notary public or the 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.

CHARGEHOLDER'S CONSENT

INTEGRIS CREDIT UNION, being the registered owner of Mortgage CA280357 and Assignment of Rents CA280358 (together the "**First Charge**"), registered against title to the Lots, hereby agrees and consents to the registration of the above Building Scheme contained in the instrument to which this consent is annexed and agrees that the Building Scheme shall have priority over the First Charge in the same manner and to the same effect as if it had been dated and registered prior to the First Charge.

USE BLACK INK ONLY

Officer Signature(s)



David E. Jones
Barrister & Solicitor
1598 Sixth Avenue
Prince George, B.C. V2L 5G7

Execution Date

Y	M	D
06	11	30

USE BLACK INK ONLY

Transferor(s)/Parties Signature(s)

INTEGRIS CREDIT UNION,
by its authorized signatory(ies)



Print Name: Lorne Calder - Chief Financial Officer



Print Name: Donna Noel - Member Representative

AS TO ALL SIGNATURES

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or the 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

A purchaser(s) of a Lot in the subdivision subject to this Building Scheme and their successors in title is hereinafter referred to as the "**Owner**".

Buildings

1. No building other than a single-family dwelling, one ancillary building and one garage shall be erected or placed on any Lot.
2. No structure shall be occupied by any person or persons unless and until the structure is substantially complete.
3. No Lot or improvements shall be allowed to become in a state of disrepair, or unsightly or untidy, it being the intent of this Building Scheme that all Lots and improvements thereon shall be maintained at all times in a neat and attractive state and condition. No improvements which have been partially or totally destroyed by fire or otherwise, shall be allowed to remain in such state for more than one hundred and eighty (180) days from the time of such destruction.
4. No temporary or unfinished exterior surface, such as vapour barriers, sheathing, plywood or particle board, shall be permitted to remain for a period in excess of 180 days from the commencement of original construction or in excess of 90 days from the commencement of repair work or additions to existing structures thereto.
5. No nursery, kindergarten, boarding house, foster home, hospice, rehabilitation facility, kennel or pet boarding facility shall be permitted on any Lot.

Lots

1. No rubbish or debris shall be allowed to accumulate on any Lot at any time including, but without limiting the generality of the foregoing, any motor vehicle of any sort not bearing a current year's motor vehicle licence plate.
2. No signs, billboards, notices or advertising of any kind shall be placed on any Lot or dwellings with the exception of signs indicating the Lot or Lot owner's name, the house number, or a home occupation or a conventional sized sign not exceeding 18" X 30" indicating that the Lot is for sale.
3. No person shall habitually park or cause to be habitually parked in or about a Lot any commercial vehicles or machinery in the nature of logging trucks, bulldozers or like vehicles, nor any commercial vehicle or machinery of a like kind or character having a gross vehicle weight in excess of 10,000 pounds and/or in excess of 18 feet in length; save and except in an enclosed and covered area. PROVIDED that this clause shall not be deemed to affect or prohibit the parking for the specified purpose of doing construction or maintenance work upon a Lot for the improvement and benefit thereof;

PROVIDED, however, that recreational vehicles, including travel trailers and boats, may be stored or parked on a Lot.

4. No garbage receptacle, incinerator or compost heap shall be kept on any Lot unless the same is screened from view at all times.

Construction

1. All dwelling units shall have the exterior finish completed no later than the date twenty-four (24) months from the date construction is commenced on such Lot, unless the delay is a result of Force Majeure. Force Majeure shall be defined as natural occurrences or situations resulting from acts of God, and beyond the control of the Owner, including floods, earthquakes, severe storms and lightning strikes.
2. No exterior finish shall be finished with a material other than finished exterior siding, wood, stone, or brick, all coloured in natural earth tones.
3. Construction material may only be stored on a Lot for a reasonable length of time while work is actually in progress, provided that such material is stored in a reasonably tidy fashion.

Animals

1. No livestock shall be kept on any Lot for commercial purposes. No poultry, swine, sheep or cattle shall be kept on any Lot. Domestic animals, including horses, shall be contained within a fence or restrained by such other suitable means so as to reduce the chance of escape. Fences and animal shelters shall be kept in a neat, tidy and well-maintained manner at all times so as not to create any offensive odours, noise or harassment to the neighbours.

Miscellaneous

1. No condoning, excusing or waiver by any person of any default, breach or non-observance by any other person at any time or times of any provision herein contained shall be a waiver in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of any person in respect of such continuing default, breach or non-observance, and no waiver shall be inferred or implied by anything done or omitted to be done by the person having such rights.
2. No action or failure to take action hereunder shall be or be deemed to be construed as an admission of responsibility or liability whatsoever on the part of the Developer to or for the benefit of any third party whether an Owner or an owner of a Lot or Lots in the area or otherwise, to enforce, oversee, peruse, maintain or otherwise control the activities of an Owner with respect to the use of the Lots.
3. Nothing contained in this Building Scheme shall be construed or implied as imposing on the Developer any liability in the event of non-compliance with or non-fulfillment of any

of the covenants, conditions or stipulations contained herein. Nor shall the contents of this Building Scheme be construed as imposing any liability upon the Developer.

4. Should any part of this Building Scheme be declared or held invalid or unenforceable for any reason or reasons, such invalidity or unenforceability shall not affect the remainder of this Building Scheme which shall continue in full force and effect and be construed as if this Building Scheme had been declared without such invalid or unenforceable part.

END OF DOCUMENT