

This Schedule of Restrictions is registered on the property title of each property within the boundaries of Dean Park Estates.

SCHEDULE OF RESTRICTIONS

1. THERE shall be no commencement of site preparation, including filling and excavation, or constructions of any improvement or alteration thereof until a complete set of plans, signed by the owners, has been deposited with PARK PACIFIC APARTMENTS LTD., or its agent or nominee and approval therefor has been obtained as hereinafter provided, it being the intent of these restrictive covenants that all improvements, including dwellings, fences, and landscaping are to be controlled as to design, siting, height, set backs, type of materials used and exterior colour schemes. For greater clarity and certainty it is the intent of these restrictive covenants to ensure a variety in set backs and dwelling types to be built upon the lots and to ensure that all dwellings and improvements are suited to the particular lot on which they are to be located.
2. WITHOUT restricting the generality of Clause 1, no trees or vegetation shall be removed or substantially altered without approval, and conversely, no lot after the initial sale thereof by Park Pacific Apartments Ltd. shall be left in such a state as to unreasonably impede the view from any other lot or lots and to this end, the body whose approval is required may require that any trees or vegetation be removed, topped or otherwise modified from time to time.
3. NO lot shall be left so that construction of any improvement shall not have been commenced within six (6) months of the granting of approval therefor (failing which the approval shall be void), or all improvements including landscaping shall not have been completed within one (1) year of the date of issue of any building permit or commencement of site preparation, whichever shall first occur.
4. NO improvement or lot shall be allowed to become in disrepair or unsightly or untidy, it being the intent of these covenants that all lots, improvements thereon and boulevards shall be maintained at all times in a neat and attractive state and condition.
5. NO lot shall be subdivided or altered in its boundaries without approval, except that where a subdivision plan is required by the District of North Saanich, or the Province of British Columbia, for the purpose of dedicating any portion of a lot within the subdivision for road or park or other public purposes, neither the consent of the approving authority nor of the owners of any lot within the plan of subdivision shall be required.
6. NO dwelling shall be erected which shall have a main floor area of less than twelve hundred (1200) square feet inclusive of outer walls, but exclusive of any garage, carport, covered extension, patio, porch or other appendage.
7. EXCEPT as hereafter noted, no building shall be used for any purpose other than that of a single family residence. In particular, without restricting the generality of the foregoing, no 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, apartment, boarding or lodging house.

8. NO animals, birds, or livestock other than domestic household pets shall be kept on any lot at any time for any purpose.
9. NO sign, or advertising matter of any kind, except a sign, previously approved, and 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.
10. EXCEPT for private passenger automobiles, no chattels, including but without restricting the generality thereof, trailers, campers, motor homes, trucks 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 for the benefit of neighbouring lots.
11. THERE shall not be stored or accumulated in the open on any lot any waste or materials of any kind whatsoever.
12. NO storm drain, or sanitary sewer connection shall be covered or backfilled prior to approval.
13. NO pole, mast, antenna or similar device of any kind, whether for the purposes of receiving or transmitting radio or television signals or otherwise, shall be erected or installed on any lot or on the exterior of any building.
14. NO electrical, telephone or other lines or wiring whatsoever shall be erected or installed above ground on any lot.
15. IN the event of any breach by an owner of these restrictive covenants 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 the breach to be performed and the cost thereof shall be a debt owing by the owner, payable on delivery to the lot of an invoice for such work.
16. ANY consents or approvals necessary pursuant to the foregoing restrictions shall be in writing and obtained from PARK PACIFIC APARTMENTS LTD. or its agents, or nominee, who may also relax, waive, or modify any of these restrictive covenants as it in its sole discretion may see fit.
17. ANY rejection of a request for approval and any approval being granted as aforesaid shall be final and binding and shall not be open to question by any owner or owners of other lots and failure of the approving body to enforce these restrictive covenants or to exercise its power in a judicial manner shall not render such body liable in damages or to any claims or demands whatsoever.

NOTE: On August 26, 1992, Park Pacific Apartments Ltd., designated and named "Dean Park Estates Community Association" as their authorized agent and nominee with respect to all matters relating to any building scheme affecting lands within that part of the Municipality of North Saanich, B.C. commonly known and designated as "Dean Park" wherein Park Pacific Apartments Ltd., is a designated approving body in such building scheme.

S 116259

DO NOT WRITE ABOVE THIS LINE, FOR LAND TITLE USE ONLY.

PARK:

DECLARATION OF BUILDING SCHEME

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

NATURE OF INTEREST:

CHARGE: BUILDING SCHEME

HEREWITH FEE OF \$10.00 25.00

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

Address of person entitled to apply to register this building scheme

JONES, EMERY & MACDONALD
Solicitors & Notaries
1212 - 1175 DOUGLAS STREET
VICTORIA, B.C. V8W 2R9
382-7222

Signature of Applicant, or Solicitor or Authorized Agent

For Land Title Office Use Only

K PARK PACIFIC APARTMENTS LTD. (Inc. No. 69,357),
1210 - 345 Quebec Street,
Victoria, B.C. V8V 1W4

1. I am the registered owner in fee-simple/lessee of the following land (hereinafter called "the lots")

Lots 1 to 13,
Sections 1 & 2,
Range 2 East,
North Saanich District,
Plan 45764

11/03/87 D8983b CHG NOH 25.00

REC'D
LAND TITLE
VIC
3 Nov 87 16 08

FORM 1 (Section 36)
REGISTRATION
11/03/87 16:08

- 2. I 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 the lots.

PARK PACIFIC APARTMENTS LTD.

per: [Signature]
Authorized Signatory

Consent and priority agreement of charge holders:

I/WE

of [Signature], the holders of the following registered charges, consent to the registration of the above declaration of creation of building scheme and agree that it shall have priority over our respective charges.

Table with 3 columns: Type of Charge, Registration Number of Charge, Signature of Holders of Charges. Row 1: Mortgage & Debenture, E3704 (modified by K87754 & L41475), THE ROYAL BANK OF CANADA by its lawful Attorneys.

Witness to both signatures
DUHITA HALLOQUIST
1055 WEST GEORGIA
VANCOUVER, B.C.
SECRETARY

R. J. WHEATLEY ACCOUNT MANAGER P. F. JOHNSTON ACCOUNT MANAGER

- NOTE: 1. Any executing or consenting corporation must seal this instrument, see section 16 of the Conveyancing and Law of Property Act.
2. The execution of all declaring or consenting parties must be witnessed and the execution proved in the manner prescribed by Part 5.
3. This form may be adapted to include any further provisions permitted by section 216.
4. The consents of charge holders may be on a separate Form(s) 35.

SCHEDULE OF RESTRICTIONS

2

STATUTORY DECLARATION OF ATTORNEYS AND CERTIFICATE OF ACKNOWLEDGEMENT OF TRANSFEROR

We, ROBERT JEFFREY WHEATLEY and PETER FREDERIC JOHNSTON of the City of Vancouver in British Columbia, severally solemnly declare that:

- 1. We are the attorneys for The Royal Bank of Canada under a power of attorney filed under the Land Title Act.
2. We are the persons who subscribed the name of The Royal Bank of Canada and our names in the annexed instrument as a transferor.
3. At the time of the execution of the instrument the power of attorney had not been revoked by or on behalf of The Royal Bank of Canada. The Royal Bank of Canada is legally entitled to hold and dispose of land in British Columbia and we had not received any notice or information of the Bankruptcy or dissolution of The Royal Bank of Canada.
4. We know the contents of the instrument and subscribed the name of The Royal Bank of Canada to it voluntarily as the free act and deed of The Royal Bank of Canada.

And we make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

SEVERALLY DECLARED before me at)
Vancouver in British Columbia)
this 23rd day of October 1987;)
AND I CERTIFY that on the said day)
and at the said place the above)
named attorneys who are personally)
known to me, appeared before me and)
acknowledged to me that they are the)
persons mentioned in the annexed instrument, as attorneys of the)
transferor, that their names are subscribed to it, that they know the)
contents of the instrument and executed it voluntarily and are of the)
age of 19 years or more.)

[Handwritten signatures of Robert Jeffrey Wheatley and Peter Frederic Johnston]

In testimony of which I set my hand at Vancouver in British Columbia this 23rd day of October, 1987.

[Signature of B.W. Morrison]
A Commissioner for taking Affidavits for British Columbia
B.W. MORRISON

3

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- 2 -

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PARK FORM NO. LTA 8

LAND TITLE ACT

Form 6
(Section 46)

S

S116259
(321)

PROOF OF EXECUTION BY CORPORATION

I CERTIFY that on the 29th day of October, 19 87,
at Victoria, in British Columbia,

(~~*whose identity has been proved by the evidence on oath of~~
CLIVE PIERCY

who is) personally known to me, appeared before me and acknowledged to me that he/she is the authorized

signatory of PARK PACIFIC APARTMENTS LTD.

and that he/she is the person who subscribed his/her name and affixed the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix the seal to it, (and that the corporation existed at the date the instrument was executed by the corporation.)

IN TESTIMONY of which I set my hand and seal of office,

at Victoria, British Columbia

this 29th day of October, 19 87

[Handwritten Signature]

A Commissioner for taking Affidavits
in British Columbia

*Where the person making the acknowledgment is personally known to the officer taking it, strike out these words in brackets.

†These words in brackets may be added, if the applicant wishes the registrar to exercise his discretion under section 162(5) not to call for further evidence of the existence of the corporation.

‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia