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

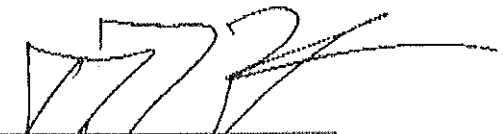
**DECLARATION OF BUILDING SCHEME**

NATURE OF INTEREST: BUILDING SCHEME  
PARCEL IDENTIFIER: NO PIDS  
HEREWITH FEE: \$65.65

ADDRESS OF COMPANY ENTITLED TO APPLY  
TO REGISTER THIS BUILDING SCHEME: TAVISTOCK PROPERTIES LTD.  
(Inc. No. 278901)  
P.O. Box 1808  
Vernon, BC V1T 8C8

NAME AND ADDRESS OF PERSON  
PRESENTING APPLICATION:

**DAVIDSON LAWYERS LLP**  
#400, 3205 - 32nd Street  
Vernon, BC V1T 2M4  
Telephone: (250) 545-5344  
(File No.109082/JCB/tlw )

  
\_\_\_\_\_  
Signature of Applicant or  
Solicitor or Authorized Agent

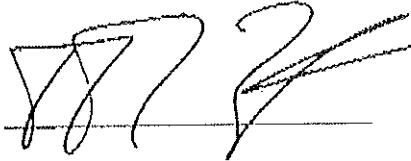
ABSTRACT REGISTRY  
372-0746

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1. Tavistock Properties Ltd. (Inc. No. 278901) (the "Company") a British Columbia company having a registered office at Suite 104-9710 Second Street, Sidney, B.C. is the registered owner in fee simple of the following land (hereinafter referred to collectively as the "Lots" and individually as the "Lot"):  
  
Lots 1 to 115, DL 298, ODYD, Plan KAP 84737
  2. The Company 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 hereto.

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

**EXECUTION(S):**

**Officer Signature(s)**  
(Must be executed in black ink)



**JEFFREY C. BOSCHERT**  
Solicitor  
3205 - 32nd Street  
Vernon, BC V1T 2M4

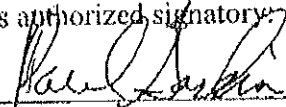
**Execution Date**

Y	M	D
07	07	24

**Party(ies) Signature(s)**  
(Must be executed in black ink)

**TAVISTOCK PROPERTIES LTD.**

by its authorized signatory:

  
Paul Gaskin

**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.

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

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS

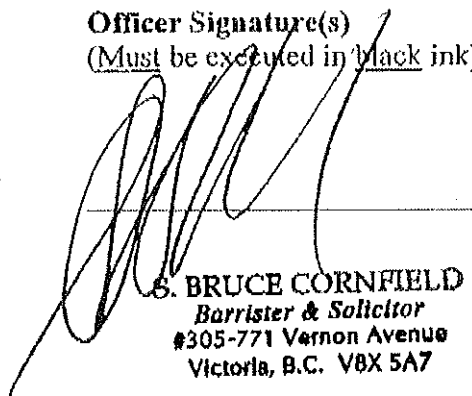
We, HSBC BANK CANADA, of 100 - 771 Vernon Avenue, Victoria, BC V8X 5A7, the holders of the following registered charges, consent to the restriction of the above Declaration of Building Scheme and agree that it shall have priority over our respective charges.

**TYPE OF CHARGE:**  
Mortgage  
Assignment of Rents

**REGISTRATION NUMBER**  
LA81526  
LA81527

**EXECUTION(S):**

**Officer Signature(s)**  
(Must be executed in black ink)



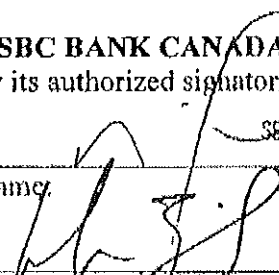
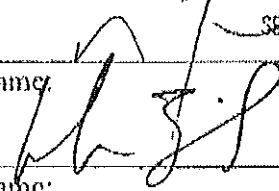
**S. BRUCE CORNFIELD**  
Barrister & Solicitor  
#305-771 Vernon Avenue  
Victoria, B.C. V8X 5A7

(as to both signatures)

**Execution Date**

Y	M	D
07	09	14

**Party(ies) Signature(s)**  
(Must be executed in black ink)

**HSBC BANK CANADA** SENIOR ACCOUNT MANAGER  
COMMERCIAL BANKING  
by its authorized signatories:  
**SIMON PHILP**  
SENIOR ACCO...  
COMMERC...  
Name:  **SIMON PHILP**  
**LONDON BAILEY**  
ACCOUNT MANAGER  
COMMERCIAL BANKIN  
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.

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.

EXHIBIT "A"SCHEDULE OF RESTRICTIONS

NOTHING CONTAINED IN THIS EXHIBIT "A" SHALL EXEMPT AN OWNER FROM COMPLYING WITH THE TERMS AND CONDITIONS OF THE ENCUMBRANCES REGISTERED AGAINST TITLE TO THE LOTS OR MUNICIPAL BYLAWS AND REGULATIONS.

The primary purpose of this Declaration of Building Scheme is to protect the aesthetics of the Development by maintaining consistency of architecture and landscaping, and to regulate various activities on the Lots.

1. In this Building Scheme:

- (a) "Accessory Structure" means a structure that is not a habitable building including, but not limited to, trellises, gazebos, detached decks, lattices, and enclosures, within the boundaries of a Lot.
- (b) "Approving Authority" means the Developer or such individual as the Developer may designate from time to time as its Approving Authority hereunder. When the Developer no longer owns any Lots, the Association shall become the Approving Authority.
- (c) "Approval Notice" has the meaning given in section 4(f).
- (d) "Association" means the association of Adventure Bay homeowners.
- (e) "Board of Directors" means the governing body of the Association.
- (f) "Building" means a structure wholly or partly enclosed by a roof or roofs supported by walls or columns and used for the shelter or accommodation of persons, animals, chattels or things.
- (g) "City" means the City of Vernon.
- (h) "Designated Builder" means a licensed residential building contractor approved in writing by the Developer to contract to construct Homes, Improvements or Accessory Structures on any Lots within the Development.
- (i) "Design Guidelines" means the design guidelines established by the Approving Authority from time to time.
- (j) "Design Review Committee" (DRC) means the entity designated by the Approving Authority to make decisions regarding the matters as set forth in the Building Scheme and the Design Guidelines.
- (k) "Development" means certain Lots lying within PID 024-266-507 Lot A District Lot 298 Osoyoos Division Yale District Plan KAP62807, PID 009-361-375, District Lot 298 Osoyoos Division Yale District Except Plans 8548, 11523, 11548, 11549 and 12357 and PID 024-203-751, Lot B District Lot 296 Osoyoos Division Yale District Plan KAP62270 in the development known as Adventure Bay Resort Community.

- (l) **“Developer”** means Tavistock Properties Ltd.
  - (m) **“Fence”** or **“Fencing”** means a fence located on a Lot and includes a wall or other constructed screen.
  - (n) **“Guesthouse”** means a secondary structure with liveable space, either attached or detached.
  - (o) **“Home”** means a Building that is a residential dwelling.
  - (p) **“Improvements”** means all improvements located on a Lot, including but not limited to Buildings, paving structures, landscaping, Guesthouses, and amenities.
  - (q) **“Living Area”** means those spaces located within the exterior building walls of the main Home and any Guesthouse excluding the following spaces: Accessory Structures, garages, covered terraces and patios or storage areas which are only accessible from the exterior or from the garage.
  - (r) **“Lot(s)”** means fee simple single-family residential building lots created within the Development that are zoned either R1 or R2.
  - (s) **“Owners”** means the owner(s) of a Lot from time to time.
  - (t) **“Plans and Specifications”** means plans and specifications for the siting, orientation, size, design and construction of a Home, Accessory Structure, or other Improvement on a Lot, containing such particulars as the Approving Authority may require.
  - (u) **“Policies and Procedures”** means rules and regulations adopted by the Developer or the Association from time to time.
  - (v) **“P5 Land”** means land within the Development that has been zoned P5 by the City.
  - (w) **“Road(s)”** means the roads within the Development.
  - (x) **“Streets”** means those areas which are depicted as public or private streets on the subdivision plans recorded by the Developer.
2. This Declaration of Building Scheme is not intended to supersede or contradict the current Building Code adopted by the City. Any requests for exceptions or variances to the laws and regulations of the City, or standards adopted by the City or the Province of British Columbia, must be submitted to the appropriate agency of the City or the Province according to the established procedures for the granting of such exceptions or variances. This Declaration of Building Scheme contains restrictions regulating the design, location, construction and maintenance of Homes, Accessory Structures, and Improvements within the Development and is enforceable in courts of law. Design Guidelines shall be established by the Approving Authority. The Design Guidelines are subject to interpretation by the Developer, who may amend or augment the Design Guidelines to meet specific site, temporal, or functional requirements of property in the Development from time to time. As these Design Guidelines are subject to change without notice, Owners shall be subject to the Design Guidelines existing at the time at which the Owner submits the preliminary plan submittal set forth in section 4. None of the members of the DRC, Approving Authority, the Association, the Board of Directors or the

Developer assumes responsibility through plan review to check for compliance with local building codes or ordinances. Plan review is intended to ensure that the plans meet the intent of the Design Guidelines. No work shall be performed in the Development by an Owner without having first been approved as provided for in this Declaration of Building Scheme in accordance with the Design Guidelines.

3. Home, Building or Accessory Structures. Except for those approved by the Approving Authority, no Home, Improvement or Accessory Structure shall be erected or permitted to remain on any Lot. No construction or excavation shall be commenced on a Lot by anyone other than the Developer or a Designated Builder, whether for a Home, Improvement, or Accessory Structure unless and until the Plans and Specifications for such Home, Improvement, or Accessory Structure have been approved in writing by the Approving Authority in accordance with section 4. No changes shall be made to the Plans and Specifications once approved by the Approving Authority prior to the commencement of or during construction of any Home, Improvement, or Accessory Structure on the Lot in respect of which the Plans and Specifications were approved, unless approval in writing of such change is first obtained from the Approving Authority, which approval may be arbitrarily withheld or may be given on conditions. All plans shall be prepared by licensed or otherwise qualified land planners, architects, landscape architects, engineers or other approved designers. It is recommended that a team of qualified professionals be used in the preparation of the Plans and Specifications. Selection of non-licensed professionals must be approved by the Approving Authority prior to submittal of any Plans and Specifications. Submittals that are deemed incomplete will be returned unreviewed.
4. No Owner shall commence construction on a Lot until such Owner has submitted Plans and Specifications which adhere to the Design Guidelines for any Home, Improvement or Accessory Structure to the Approving Authority, has obtained the Approving Authority's approval for the Plans and Specifications.
5. Fencing. No Fence on any Lot, other than the original fence approved by the Approving Authority and constructed at the time the Home was built, may be erected without the prior written consent of the Approving Authority, which such consent may be arbitrarily withheld or given on conditions, which such conditions may include specifying the area to be fenced, the height of the fence and the design, colour and construction materials used for the proposed fence.
6. Residential Use. The Lots shall only be used for residential purposes. Except with the prior written consent of the Approving Authority, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit:
  - (a) the rental or sale of Lots;
  - (b) the right of a Lot Owner or contractor to construct approved Improvements on any Lot, to store construction materials and equipment on such Lots in the normal course of construction;

- (c) the right of the Lot Owner to maintain his or her professional personal library, keep his or her personal business or professional records or accounts, handle his or her personal business or professional telephone calls or confer with business or professional associates, and a reasonable number of clients or customers on the Lot so as not to cause an inconvenience or nuisance to other Owners; and
  - (d) the right of the Developer to use any Lot as a sales or rental office or model home or apartment for the purpose of sales or rentals in the Development.
7. Construction Standards. No Home, Improvement or Accessory Structure shall be constructed or occupied on any Lot unless the highest reasonable and appropriate standards of construction are followed and unless:
- (a) construction of each Home, Improvement or Accessory Structure meets the applicable provisions of the British Columbia Building Code and the Building Bylaw of the City of Vernon;
  - (b) the construction, siting and design of the Home, Improvement or Accessory Structure is carried out strictly in accordance with the final Plans and Specifications approved in writing by the Approving Authority.
8. Damage to Home or Building. If a Home, Improvement or Accessory Structure is damaged or destroyed by fire or other cause, the Home, Improvement or Accessory Structure shall not be repaired or rebuilt unless the repairs and rebuilding duplicate, exactly, the Home, Improvement or Accessory Structure as it existed prior to the damage or destruction including, without limitation, the pre-existing size, design, construction, siting, building materials and colours of the Home, Improvement or Accessory Structure.
9. Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which interferes with or jeopardizes the enjoyment of other Lot Owners or those using or occupying the P5 Lands, or which is a source of annoyance or nuisance to other residents. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
10. Animals. No animals of any kind shall be raised, bred or kept in or upon any Lot, except dogs, cats and such other household pets, and then only provided they are not kept, bred or maintained for any commercial purposes or in unreasonable numbers and provided they are not prohibited by any City bylaws in force from time to time. The Association may adopt reasonable Policies and Procedures designed to minimize damage and disturbance to other Owners and occupants, including regulations requiring damage deposits, waste removal, leash controls, and noise limits. Nothing in this section shall prevent the Association from requiring removal of any animal that presents an actual threat to health or safety of residents or from requiring abatement of any nuisance or unreasonable source of annoyance.
11. Antennas and satellite Dishes. Over-the-air reception devices are not permitted within or on the Lots, except standard TV antennas and satellite dishes are permitted so long as they comply with the Design Guidelines and any other applicable restrictions adopted by the Approving Authority, pertaining to the size, means, method and location of their installation.

12. Fire sprinklers. Any structure erected on Lots intended for use and occupancy as residence must have automatic fire sprinkler systems installed, tested and maintained in accordance with codes and standards of the applicable governmental authority.
13. Irrigation. Design, construction and operation of landscape irrigation systems shall conform to the requirements of the Design Guidelines, and City's water for irrigation regulations as adopted from time to time. The area irrigated on each Lot shall not exceed the maximum area set forth in the Design Guidelines. The irrigation system and controls installed on each Lot shall be capable of meeting, and be operated to meet, the irrigation efficiency and water conservation goals of the Approving Authority.
14. Lessees and Other Invitees. The Owner shall cause all lessees, licensees, invitees, contractors, family members, guests, and other persons occupying or using a Lot under rights derived from an Owner to comply with all of the provisions of this Declaration of Building Scheme restricting or regulating the Owner's use, improvement or enjoyment of his or her Lot and other areas owned or managed by the Developer or the Association. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by such Owner.
15. Lighting. No high intensity outdoor lights, including without limitation those known as "yard lights" are permitted on any Lot, provided however that exterior lighting that does not shine onto or illuminate any other Lot is permitted.
16. Limitation on Open Fires. No incinerators or other open fires shall be kept or maintained on any Lot; provided, however, that the foregoing restrictions shall not apply to outdoor cooking facilities such as propane or natural gas grills or portable barbecue units or to burning in connection with certain construction and other activities as permitted by the City.
17. Maintenance of Lots and Homes. Each Owner shall maintain the Owner's Lot, Home, Improvements and Accessory Structures thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, painting, repair, replacement and care for roofs, gutters, downpours, exterior building surfaces, walks and other exterior improvements and glass surfaces. All repainting or restaining and exterior remodeling shall be subject to prior review and approval by the Approving Authority. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within such period of time as may be specified in the Design Guidelines, or if no such period is specified, within a reasonable period of time. Notwithstanding the foregoing, an owner of a damaged or destroyed Home, Improvement or Accessory Structure on a Lot shall not cause or permit the required repairs or restoration of the Home, Improvement or Accessory Structure to remain uncompleted for more than 12 months after the occurrence of the damage or destruction.
18. Modification of Grades, Slope and Drainage. Each Owner shall accept the burden of and shall not in any manner alter, modify or interfere with the established drainage pattern and grades, slopes and courses related thereto over any Lot without the express written permission of the Approving Authority, and then only to the extent and in the manner specifically approved. Except with the express written permission of the Approving Authority, no structure, plantings or other materials shall be placed or permitted to remain on or within any grades, slopes, or courses, nor shall any other activities be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow, or obstruct or retard the flow of water through drainage and infiltration systems.



19. Subsurface Sewage Disposal Systems and Wells. Owners are required to hook into the City's water and sewer systems. No septic tanks or private wells shall be installed on any Lot, except for temporary systems utilized during construction.
20. No Restriction on Developer to Use Lot for Sales and Marketing. The Developer shall be permitted to use certain Lots and structures and houses built on Lots for sales and marketing purposes notwithstanding any other provision of this Declaration of Building Scheme.
21. No Subdivision of Property. No Lot may be further subdivided.
22. Noise. No noise shall emanate from any Lot which interferes with or jeopardizes the enjoyment of other lots or P5 lands, or which is a source of annoyance to other residents.
23. Pest Control. No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbour infectious plant diseases or noxious insects or vermin.
24. Prohibited Vehicles. No mobile home, recreational vehicle (including campers), snowmobile, all terrain vehicle, dirt bike and other vehicle designed primarily for off-road use, commercial vehicles, any vehicles exceeding 9,000 pounds in gross vehicle weight, any trailer of any kind, any truck with a rated load capacity greater than one ton, or any boat, shall be kept, placed, maintained or parked for more than 24 hours on any Lot except in enclosed garages, areas designated by the Approving Authority, or screened from view in a manner approved by the Approving Authority. No motor vehicle of any type may be constructed, reconstructed or repaired in such a manner as will be visible from neighbouring property. No stripped down, partially wrecked, inoperative or junk motor vehicle, or sizeable part thereof, shall be permitted to be parked on any Lot. Except to the extent specifically authorized in the Policies and Procedures, snowmobiles, golf carts and other off-road vehicles may not be operated within the Development or on lands owned or managed by the Developer or the Association. The Policies and Procedures may restrict the amount of noise vehicles may generate. Passenger motor vehicles (other than RV's) displaying a current vehicle licence plate may be parked on driveways.
25. Signage. No sign or billboard of any kind (including, but not limited to, commercial or political signs to the extent such prohibition is permitted by law) shall be displayed on any Lot to public view, except for:
  - (a) traffic and directional signs established by the Developer or the Association;
  - (b) signs that are required for legal proceedings;
  - (c) during the time of construction of any Home, Accessory Structure or Improvement, one job identification sign, the size, colour and design of which shall be subject to the approval of the Approving Authority;
  - (d) signs advertising the Lot for sale by an Owner that are approved, in writing, by the Approving Authority as to size, content and location; and
  - (e) signs, billboards or other advertising devices or structures used by Developer or any builder authorized by Developer in connection with the development, marketing, advertising, sale or rental of any interest in a Lot or other portion of the Development.

The size and design of any signs shall be in accordance with the Design Guidelines.

26. Storage. Goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business shall be permitted on a Lot only within an enclosed garage or house. Storage areas, machinery and equipment shall be prohibited upon any Lot, unless obscured from view of neighbouring property and streets by an appropriate screen or enclosure approved by the Approving Authority. Tarps and covers shall be prohibited except as otherwise provided in the Policies and Procedures and the Design Guidelines. Trash cans and other moveable rubbish containers shall be allowed to be visible from the street or adjacent Lot within the Development only during the days on which rubbish is collected and after 6 p.m. of the preceding evening.
27. Swimming Pools. Swimming pools shall be permitted on private lots provided detailed plans showing the location and evidence of the timing for construction activity have first been approved by the Approving Authority.
28. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings nor any uncompleted building shall be used on any Lot at any time as a residence or accommodation either temporarily or permanently.
29. Tree Pruning and Removal. The Owner of a Lot shall be responsible for pruning or removal of trees that are diseased or pose a danger of any kind, provided that no trees may be pruned or removed in contravention of City Tree Cutting Bylaws.
30. View Corridors. The Owner of a Lot shall respect view corridors from adjacent and nearby residential lots, and shall permit, at the expense of the Owner whose views are diminished, to prune trees and other vegetation to a reasonable extent. No structures shall be placed on a Lot that unreasonably block the pre-existing view from another Lot.
31. Tree Height. The Owner of a Lot shall not permit any newly planted tree or shrub to exist at, or grow to, a height of greater than the height of the ridge of the roof of the Home. Any trees located on the Lot with a height of 15 feet or more at the time the Owner obtains a building permit for the Lot shall be considered "Existing Trees" which cannot be cut, trimmed or otherwise disturbed without first obtaining approval from the Approving Authority.
32. Camping. The Owner of a Lot shall not use or occupy the Lot for the purposes of camping, including, but not limited to, by way of tents, campers, trailers or other means of over night stay, nor shall any barbeques or campfires be permitted on the Lot until an occupancy certificate has been issued by the City for the Owner's Home.
33. Wildlife Protection. The capturing, trapping, injuring, or killing of wildlife within the Development is expressly prohibited, except when reasonably necessary to avoid an imminent threat of personal injury or death to any person or except when reasonably necessary to protect property from damage by rodents or other pests and then only to the extent permissible under applicable laws. The chasing, injuring and killing of wildlife within the Development by pets is also expressly forbidden.
34. Parking and Street Obstructions. Parking of vehicles of any type whatsoever on any portion of the streets within the Development shall be permitted only as set forth in the Policies and Procedures. No Owner shall do anything which will in any manner prevent the streets within the Development from at all times being free and clear of all obstructions and in a safe condition for vehicular use.
35. Setbacks. No Home, Improvement or Accessory Structure shall be erected on the premises with a front, rear, or side yard of lesser depth or width than that which is specified in that behalf in any

zoning by-law or other by-law of the City (save and except as varied by the City) respecting front, rear, or side yards and the Developer reserves the right, at its absolute discretion, to require a front, rear, or side yard of greater depth or width than the minimum called for by the municipal by-law, where, in its judgement, this appears necessary or desirable having regard to topography, drainage, view of adjacent Lots, or any other factor. Notwithstanding the foregoing, the Lots shall be left in a natural state, without any changes to terrain or vegetation between the rear property line and a parallel line no further than 7.5 meters from the closest point of the Home, provided however that the depth of the undisturbed area shall never be less than 6 meters from the rear property line.

36. Approvals. Wherever or whenever the approval or consent of the Approving Authority is required to be obtained that approval or consent may be given by the officer, agent, person, or persons that may from time to time be nominated or appointed in writing by the Approving Authority for that purpose and that power of appointment or right of nomination may be delegated by the Approving Authority, and these appointees or nominees shall have the right to withhold approval of, or their consent to, and may reject, any matter or thing being submitted for approval or consent.
37. Severability. If any provision or provisions set out herein are found by any court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void then such provision or provisions will be deleted herefrom (except where such provision or provisions are by cross-reference incorporated into another provision and such other provision is not similarly found to be illegal, invalid or otherwise unenforceable or void) and the provisions hereof will be construed as though such provision or provisions so deleted were never included herein.
39. Other Owners. The provisions hereof have been instituted for the general benefit of all Owners of all Lots from time to time and each such Owner, in agreeing to buy any Lot or Lots acknowledges such general benefit and the personal benefit attaching to that Lot purchased and agrees that notwithstanding anything herein contained, their being in violation of the restrictions herein set out will constitute an injury and damage to all owners of the Lots from time to time impossible to measure monetarily and, as a result, any or all the other owners of the Lots from time to time shall, in addition to all the other remedies in law and in equity or herein, be entitled to a decree or order restraining or enjoining any breach of any such provisions and, if named in an application for such an order, will not plead in defence thereto that there would be an adequate remedy in law.
40. Enurement. The provisions hereof will run with and bind all of the Lots and every part thereof, and render the Owner, each purchaser, lessee, sublessee and occupant, and each successor in title, future purchaser, lessee, sublessee and occupant of any Lot or Lots or any part thereof subject to the restrictions herein set out and confer on them the benefits herein set out.

**END OF DOCUMENT**