

SCHEDULE OF BUILDING RESTRICTIONS

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1. DEFINITIONS

- 1.1 For the purposes of this Schedule the following words or phrases shall have the following meanings:
- (a) "Improvements" means any and all buildings, residences, landscaping, fences, screening, storage structures or other improvements including, without limitation, any structure of any type or kind located above or below grade and including any additions thereto or alterations thereof;
 - (b) "Land Title Act" means the Land Title Act in force in the Province of British Columbia and any amendment thereto or replacement thereof;
 - (c) "Lot" or "Lots" has the meaning set out in the Declaration to which this Schedule is attached and any part or parts into which such Lot or Lots may be subdivided;
 - (d) "owner" or "owners" means, individually or collectively as the context requires, one or more or all of the persons registered as having an interest as the owner in fee simple in respect of any of the Lots from time to time;
 - (e) "present" or "presently" means as at the date of the Declaration to which this Schedule is attached; and
 - (f) "Silverado" means the declarant of this building scheme being Silverado Land Corp.

2. GENERAL RESTRICTIONS

- 2.1 Compliance. No Lots shall be used or developed and no Improvements shall be constructed or allowed to remain on any part of any Lot except in compliance with the restrictions set out in this Schedule and except when the owner commencing or permitting the same, or under whose auspices and same is commenced, is not in breach of any of the provisions of this Schedule.

3. SPECIFIC RESTRICTIONS

- 3.1 Submission of Plans. For so long as Silverado shall be an owner of any of the Lots subject to this building scheme, no Improvement shall be constructed, placed or maintained in, on or above a Lot unless and until proper plans and specifications (together with an additional copy of such plans and specifications for the permanent retention of Silverado setting forth all materials to be used with details of quantities and qualities of materials and showing the location and elevation thereof in relation to property lines and finished ground elevation) have been submitted to and approved in writing by Silverado in accordance with this

Schedule and the Design Guidelines set out as Exhibit 1. This process does not excuse an owner from complying with the building permit requirements of the City of Courtenay.

- 3.2 Exemption from this building scheme. The restrictions shall be for the benefit of the Lots and each and every parcel into which the Lots may be subdivided from time to time PROVIDED HOWEVER that Silverado Land Corp. expressly reserves to itself and its successors in title, the right to exempt that part of the Lot or Lots remaining undisposed of at the time the exemption takes effect, from all or any of the restrictions and benefits set out in this Building Scheme.
- 3.3 Design Guidelines. In considering whether or not to approve submitted plans and specifications pursuant to in paragraph 3.1, Silverado shall have the right, but shall not be obligated, to refuse to grant such approval if such plans and specifications do not comply with the design guidelines set out in Exhibit 1.
- 3.4 Single Family Residence Only. No Improvement other than one single family residence and one ancillary structure shall be constructed, placed or maintained on any Lot.
- 3.5 No Subdivision or Consolidation. No Lot shall be partitioned or subdivided into two or more lots nor any Lots consolidated into one or more lots.
- 3.6 No Business Use. None of the Lots nor any Improvement on a Lot shall be put to any commercial, industrial, trade, business, or public or private utility use and without restricting the generality of the foregoing, none of them shall be used as a time share unit, apartment house, boarding house, rooming house, hotel, beer parlour, resort, store, restaurant, shop or place of trade or business; provided however, that this restriction shall not prevent physicians, lawyers, writers, artists or other professional men or women from having their offices or studios on the Lots.
- 3.7 No Unfinished Exteriors. No Improvement shall be allowed to remain with an unfinished exterior for a period longer than one year (weather permitting) after the date of approval of the building plans by Silverado.
- 3.8 No Unfinished Landscaping. No Lot shall be devoid of proper landscaping for a period longer than 6 months (weather permitting) after completion of construction of any residence on the Lot.
- 3.9 Proper Landscaping. No lawns, ground cover, plants, shrubbery, trees or other form of landscaping shall be placed, grown or permitted on any of the Lots other than as set out in Exhibit 1.
- 3.10 No Boats or Mobile Homes. No boat, camper, mobile home, commercial or recreational vehicle, travel trailer or similar equipment should be parked, placed or stored upon any Lot except during an overnight guest visit, unless such boat, camper, mobile home, commercial or recreational vehicle, travel trailer or similar equipment is placed in a storage structure and no house trailer or doublewide or industrial camp building shall be erected, placed or stored on any Lot at any time. No mobile home, modular home or trailer shall be placed, maintained or

occupied on any lot as a residence unless for the sole purpose of loading or unloading and in such case for a period of no longer than 4 days.

- 3.11 No Livestock. No poultry, swine, sheep, horses, cattle or other livestock shall be kept or permitted upon any of the Lots except for dogs, cats or other small pets, and no such pets as are permitted shall be allowed at large beyond the boundaries of the Lot owned by the owner of such pets.
- 3.12 Tree Removal. No owner of a Lot shall remove trees with a trunk exceeding 4 inches in diameter measured one foot from the ground from any Lot unless such tree is on the building site of the owner and plans for construction have been approved by Silverado or unless Silverado has consented to the removal.
- 3.13 No Offensive Material. No combustible or flammable material shall be stored upon a Lot in quantities exceeding those reasonably necessary for residential use
- 3.14 Excavation. No grading, excavation, construction, or other work shall be carried out upon a Lot which would interfere with, or alter in any way, the natural or established drainage system thereon.
- 3.15 No All-Terrain Vehicles. No motorcycles, trail bikes or other all-terrain vehicles of any description shall be operated on a Lot.
- 3.16 No Signs. No exterior or interior signs, advertisements or billboards of any kind shall be placed or exhibited in any manner on or about a Lot, provided that the occupant of any Lot may post a sign in the form approved by Silverado (for so long as it owns a Lot) showing the name of the occupant of the Lot, and also a sign advertising a Lot and any improvements thereon for sale or lease.
- 3.17 Screening. No air-conditioning units, clotheslines, fixtures, radio or transmission towers, satellite dishes, swimming pool fixtures or storage piles shall be located on the roof of any structure on a Lot or shall be maintained on a Lot or any part thereof unless screened by walls or plantings or other adequate screens in such a manner as to conceal them from view from neighbouring Lots and streets.
- 3.18 No Incinerators. No outside incinerators or other equipment for the disposal of garbage, trash, or other waste shall be used.
- 3.19 Maintaining Improvements. No landscaping or improvement situated upon a Lot nor unimproved part of any Lot shall be permitted by any owner of such Lot to become unkempt or to fall into disrepair.
- 3.20 Damage to Improvements. No Improvement which has been partially or totally destroyed by fire, earthquake or otherwise shall be allowed to remain in such state for more than three months from the time of such destruction.