

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 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. Save and except for golf course improvements and structures, 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.

2.2 Severability. Should any part of this Building Scheme be declared invalid or unenforceable for any reason, 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.

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 established from time to time by Silverado. This process does not preclude an owner from complying with the building permit requirements of the City of Courtenay.

- 3.2 Approving authority. Wherever and whenever the approval or consent of Silverado is required to be obtained, such approval or consent may be given by such officer, agent, committee, person or persons as may from time to time be nominated or appointed in writing by Silverado for such purpose and such power of appointment or right of nomination may be delegated by Silverado.
- 3.3 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.
- 3.4 Design Guidelines. The refusal or failure of Silverado to give the approval referred to in paragraph 3.1 of this Schedule will not be actionable by any person under any circumstances, it being in the sole discretion of Silverado to give or withhold such approval. Without restricting the foregoing, in considering whether or not to approve submitted plans and specifications, 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 established from time to time by Silverado. The design guidelines provide, among other things, that no dwelling shall be constructed on the Lots which is not in the "West Coast" or "Craftsman" style.
- 3.5 Approval Process. Following Silverado's review of each submission of plans and specifications, Silverado will communicate in writing its approval or reasons for not giving approval to the person making the submission and will also, where appropriate, make recommendations to the person in writing as to how the siting, design or exterior finish of the proposed Improvement might be amended to fit more harmoniously with the design guidelines established by Silverado. In the event the person submitting plans and specifications pursuant to paragraph 3.1 does not receive notice of approval within 40 days after receipt by Silverado of such plans and specifications, such plans and specifications shall be deemed to be disapproved.
- 3.6 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.
- 3.7 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.

- 3.8 No Business Use. Save and except for golf course related structures, 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 unless and until such use is approved in writing by Silverado who shall give such approval only where in its sole and absolute discretion such use is deemed to be for the general benefit of all of the Lots; 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.
- 3.9 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.
- 3.10 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.
- 3.11 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 which is unattractive or incompatible with the landscaping of adjoining Lots and no such material or other landscaping shall be unreasonably neglected or maintained in a messy or untidy condition.
- 3.12 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 which has been approved by Silverado, and no house trailer or doublewide or industrial camp building shall be erected, placed or stored on any Lot at any time.
- 3.13 No Livestock. No poultry, swine, sheep, horses, cattle or other livestock shall be kept or permitted upon any of the Lots except for small 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.
- 3.14 No Offensive Conduct. No Lot shall be used for any purpose which is or will be offensive to the owner or occupant of any other Lot and, without restricting the foregoing, no noisy, obnoxious, offensive or immoral activity shall be permitted on any of the Lots.
- 3.15 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.

- 3.16 No Offensive Material. No combustible, flammable or other offensive material shall be stored upon a Lot.
- 3.17 No Guns or Explosives. No person shall be permitted to use or discharge any firearm, air gun or explosives on a Lot, provided that Silverado may, in its discretion, permit the use of firearms, air guns or explosives for specific purposes.
- 3.18 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.
- 3.19 No All-Terrain Vehicles. No motorcycles, trail bikes or other all-terrain vehicles of any description shall be operated on a Lot.
- 3.20 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 showing the name of the occupant of the Lot, and also a sign advertising a Lot and any improvements thereon for sale or lease.
- 3.21 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, the golf course fairways and streets, such proposed screening to be first approved in writing by Silverado.
- 3.22 Fencing. No fencing along Lerwick Road shall be in a style, composition, colour or size other than that originally installed by Silverado. No Lot backing on Lerwick Road shall allow its rear property line to be unfenced.
- 3.23 No Incinerators. No outside incinerators or other equipment for the disposal of garbage, trash, or other waste shall be used. .
- 3.24 Maintaining Improvements. No Improvement situated upon a Lot nor unimproved part of any Lot shall be permitted by any owner of such Lot to become unsightly or incompatible with the general character of the development as a result of lack of regular and reasonable maintenance and repair.
- 3.25 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.

END OF DOCUMENT