

WILD ROSE BAY PROPERTIES

Schedule A

Schedule of Restrictions

The following Restrictions will direct Purchasers, Designers and Builders toward appropriate building forms and details. The purpose of these restrictions is to create guidelines to establish a high quality design within the community.

- 1 **Definitions:** For the purpose of this statutory building scheme the following words or phrases shall have the following meanings:
 - a) *Developer* shall mean WILD ROSE BAY JOINT VENTURE or any person or corporation from time to time designated by the Joint Venture as its agent;
 - b) *Building* shall mean and include all buildings and structures of any type or kind located above or below ground level;
 - c) *Building Plans* shall mean complete plans and specifications of any proposed Building and any proposed addition or extension to any Building showing, interalia, site, plan showing building locations, elevations of the buildings to be constructed, building cross-sections and floor plans including all dimensions, type and quality of building materials (including roofing), exterior finish materials and colour scheme and type of driveways;
 - d) *Building Scheme* shall mean the Declaration of Building Scheme to which this Schedule of Restrictions is attached.
 - e) *Lot* shall mean any strata lot created from the lands described in paragraph 1 of the Declaration of Building Scheme to which this Schedule of Restriction sis attached and against which this Building Scheme is registered in the Land Titles Office;
 - f) *Owner* shall have the meaning attached to it in the Land Title Act and in addition shall include any person with equitable interest in any Lot.

2 Approvals

Whenever an approval is required pursuant to these restrictions, such approval shall be obtained from the Developer until a Strata Council is elected and thereafter such approval shall be obtained from the Strata Council or from a Committee or other person from or corporation appointed by the Strata Council for such purpose.

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3 Plan Approval

Any Owner planning to build or make exterior alterations shall submit two (2) sets of Building Plans for approval not less than (2) weeks prior to commencement of construction. The Building Plans shall be approved or rejected based on the adherence of the Building Plans to these restrictions. One set of plans shall be kept on file. Approval will not be unreasonably withheld. Construction, including excavations, shall not commence until the Owner receives approval in writing.

4 Specifications

All buildings must be contained in the building envelope established by reference to the zoning and building bylaws of the Columbia Shuswap Regional District or within any more restrictive building envelope required by the Developer or the Strata Council as the case may be for the purpose of minimizing interference with the privacy and viewshed of any lot and must be built in accordance with the British Columbia Building Code.

5 Environmental Requirements

Owners should be aware of the importance of the property east of the boat launch as a natural fish habitat. Signage will be posted asking residents to minimize usage of this area.

Owners should also be aware that during construction, abnormal amounts of silt can get into the water management system without proper safeguards such as silt traps, etc. Owners will be required to use proper safeguards against damage from silt during construction.

6 House Type

There shall not be erected or maintained on any Lot any building or structure other than a detached single family dwelling house ("Residence") together with an attached garage (no carports allowed). Mobile homes, modular homes and manufactured homes assembled off-site shall not be permitted as residences on any Lot. Until a Residence is constructed on any Lot, one recreational vehicle having a current motor vehicle license will be permitted to be parked on any Lot provided no structures, fixtures or skirting of a permanent nature can be installed or built onto or around the recreational vehicle.

7 Sizes

Residences shall have no less than eight hundred (800) square feet of floor space on the main floor (excluding garages and decks). Variance may be made if decks and garage make visual appearance larger.



8 Construction of Residence

All residences and/or buildings constructed on the said lots must have exterior finishes as follows:

a) Exterior materials:

Any Combination of the following – brick, finished wood siding, rock and log.

b) Roof

Cedar shakes, cedar shingles, tiles, terra cotta, asphalt shingles or colored metal (no flat roofs permitted).

c) Setbacks:

(Subject to the building line setback required by any provincial or municipal authority) shall be as follows:

i) **Exterior Side Yard**

An Exterior side yard free of all buildings and structures shall be provided with a depth of not less than 5 meters.

ii) **Front Yard**

A front yard free of buildings and structures shall be provided with a depth of not less than 5 meters.

iii) **Rear Yard**

A rear yard free of building and structures shall be provided with a depth of not less than 8 meters.

iv) **Side Yard**

Side yards free of buildings and structures shall be provided with a width of not less than 1.5 meters for the least side yard and 5 meters for the sum of both side yards for single-family dwellings.

v) **Lakefront**

A lakefront yard free of buildings and structures shall be provided with a depth of not less than 12 metres.

d) Chimneys:

Exposed concrete block is not permitted, all chimneys must be faced with brick, stone, siding or stucco. All roof vents should be located wherever possible on the roof surfaces sloping towards the rear yard.



e) Corner Lots:

Corner Lots require special attention to ensure that the exterior treatment is carried around to both streetscapes the house will face. All corner lots are to have two principal facings.

f) Height:

The height of any building or structure on any Lot is subject to the unfettered discretion of the Developer until a Strata Council is elected and thereafter by the Council with the intent that the Owner of each Lot is entitled to an unobstructed view except for Original Trees.

g) Similar Designs:

Similar designs shall be separated by at least three lots. This includes reverse plans. The same applies to across the street separation.

h) Exposed Concrete:

Exposed concrete foundation shall not exceed 1 metre in height. Exposed concrete foundation in excess of 1 metre in height shall be architecturally treated or faced with stone, brick siding or stucco.

i) Retaining Walls:

Retaining walls shall be no greater than 4' in height. However, where grade changes exceed 4', two or more walls may be utilized provided the distance is approved by the developer.

j) Fencing:

Fencing is not allowed unless approved for special circumstances.

9 Other Buildings

Ancillary buildings detached from the main house will not be approved except in special circumstances. No approval shall be granted for such prior to the commencement of construction of the Residences.



10. Completion

The exterior of the building must be completed within twelve (12) months from the date of commencement of construction. There shall be no time limit with respect to the commencement of construction.

11. Installation of Landscaping

A Lot may be maintained in its original natural state provided all unsightly debris, weeds and excessive undergrowth is removed and the Lot kept in a neat and tidy condition at all times. If a Lot is to be otherwise landscaped, it must be substantially completed within one (1) year of commencement of such landscaping.

12. No Excavation

No excavation or removal of soil, sand or gravel from any Lot shall be allowed except at the time of commencement of constructions and during the construction process for normal clearing leveling excavation or landscaping in connection with construction. Approval for excavation must be obtained in writing.

13. Surface Runoff

A drainage system approved as provided herein or in accordance with the building by-laws of Columbia Shuswap Regional District must be installed.

14. Signs

Except for street addresses, name plates for the Owner's name and home business or profession name plates, no billboards, placards, or signs of any kind of a permanent nature shall be maintained on any lot without approval.

15. Professional and Home Based Businesses

No business or commercial activity shall be permitted to be conducted on any Lot other than a lawful professional practice or a home based business provided it is contained within the residence without any store front or commercial facing on the exterior of the building.

16. Parking of Commercial Vehicles and Equipment

No person shall park, allow or suffer to be parked on any lot or within the subdivision area any logging truck, bulldozer or any other machinery or equipment or vehicles over one (1) ton except equipment used in the actual construction on the said Lot during the period of construction.

17. Parking of Recreational Vehicles

No recreational vehicle shall be parked on any subdivision street or within the front building setbacks established by these restrictions once a Residence has been constructed on the said Lot on a permanent or semi-permanent basis.



18. Repair of Vehicles

No person shall overhaul, repair or do body work of any kind whatsoever on any vehicles on any lot.

19. Storage Of Refuse And Vehicles

No person shall store, keep or permit to be stored or kept on any Lot any junk, waste, refuse, wrecked motor vehicles, salvage materials or other goods that may be or may be seen to be a nuisance, visual or otherwise.

20. Storage of Boat Trailers

No person shall store, keep or permit to be stored or kept on any Lot any boat trailer other than in the garage located on any lot.

21. Antennae

No satellite television receiving device shall be placed on any Lot other than within the building envelope and in the area not visible from the street and not highly visible from any adjacent Lot.

22. Animals

No poultry, fowl, swine, sheep, cows or other livestock shall be kept on any Lot. Domestic pets such as cats and dogs shall be allowed but dogs shall be leashed and strictly controlled.

23. Nuisance

No Lot owner or occupier shall create, allow or permit any nuisance, loud noise, excessive smoke or pollution of any kind on, or to emit from the Lot.

24. Burning Restrictions

There shall be no burning of refuse other than the controlled burning of leaves in accordance with the by-laws of the Columbia Shuswap Regional District.

25. No Subdivision

No Lot shall be subdivided without written approval.

26. Compliance with Department of Health

No septic tank or drain field shall be constructed on any Lot without a permit from the Department of Health. Construction and installation must comply with, be inspected by and be approved by a Public or Medical Health Officer.

27. Retention of Trees

No live evergreen trees with a base of six (6) inches shall be cut down or removed except as may be required for construction of buildings, roads, pathways or driveways.

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28. Restriction on Trees and Tree Heights

No Lot owner shall permit nor allow any tree ("Tree") other than the original trees which were left growing on any Lot by the Developer prior to subdivision ("Original Trees") in excess of seven (7) metres in height to remain or grow on any Lot in such manner that it impairs or impedes the view of Shuswap Lake of any other Lot owner. For the purpose of the paragraph, the height of a tree shall be measured from the ground level taken at the base of the tree and where the ground level is sloped then taken from the most elevated side of the trunk.

29. Topping of Trees

Any Lot owner whose view of Shuswap Lake is impaired or impeded by a Tree or Trees, other than Original Trees, exceeding the seven (7) meters in height may by notice to the Lot owner require that same be topped to seven (7) metres or less in height.

30. Arbitration

If within a reasonable time from a demand for topping of any trees(s) such tree(s) is not topped as hereinbefore required then the party demanding the remedy of topping may give notice to the Lot Owner requiring arbitration of the issue. The arbitration shall be conducted by a single arbitrator if one can be agreed upon between the parties within thirty (30) days and otherwise by two arbitrators, one to be appointed by each side within a further thirty (30) days. The two arbitrators so chosen shall have the power to appoint an umpire pursuant to the provisions of the Commercial Arbitration Act and the decision of the arbitrators shall be final and binding upon the parties.

31. Arbitrators To Consider

The arbitrators shall determine whether or not a tree or trees complained about in fact impairs or impedes the view of Shuswap Lake of the landowner and may consider in reaching their decision all factors including without limiting the generality of the foregoing the presence or absence of dwellings on the lands and the effectiveness or ineffectiveness of removing or topping the tree(s) by reason of terrain or the existence of other tree(s) or structures that would continue to impair or impede the view.

32. Decision of Arbitrators

The Arbitrators may order that any tree(s) that impairs or impedes the view of Shuswap Lake shall be either topped or removed in its entirety and any such award shall be carried out by the Owner of the Lot within a time to be set by the Arbitrator. Where the arbitrators determine that the tree(s) complained about do not impair or impede the view they may also order that no further applications for arbitration may be made in respect of the lot in question by the complainant in question for such period of time as the Arbitrators may in their sole discretion deem appropriate.



33. Costs of Arbitration

The arbitrators shall determine and award the costs of arbitration as they see fit.

34. Enforcement of Agreement

The restrictions set forth in any part of this Agreement shall be enforceable by the Developer, the Strata Corporation or by any Lot Owner.

35. Limits and Liabilities

- a. The provisions hereof shall be in addition to, but not in substitution for, any generally applicable laws, ordinances, rules, regulations or orders of governmental authorities applicable to the Lots.
- b. If any provision or provisions herein contained shall be found by any Court of competent jurisdiction to be illegal, invalid or for any reasons unenforceable or void then such provision or provisions shall be deleted herefrom and the provisions so deleted were never herein contained.
- c. No person who is or has been an Owner of any Lots is liable for a breach of any of the provisions hereof if such breach arises after such person has ceased to be an Owner of such Lot in connection with which the breach has occurred.
- d. The provisions hereof have been instituted for the general benefit of all Owners of all the Lots from time to time and which Owner in agreeing to buy any of the Lots acknowledges such general benefit and the personal benefit attaching to the Lot or Lots purchased.
- e. Neither the Developer or Wild Rose Bay Properties Ltd., nor any of their respective agents, servants and employees, shall be liable for any or all loss, costs, liabilities, claims, damages or injury to any person arising out of:
 - i. Any decision made or failed to be made with reference to the provisions herewith;
 - ii. A failure to enforce any of the provisions herein contained;

And whether caused by the negligence or willful act of the Developer or Wild Rose Bay Properties Ltd. Affiliate, or any of their respective agents, servants or employees or otherwise (herein collectively called the "Liabilities"). Each of the Owners of the Lots from time to time hereby releases the Developer and Wild Rose Bay Properties Ltd., its Affiliates, and each of their respective agents, servants and employees, in respect of the Liabilities.

- f. No condoning, excusing or waiver by any person of any default, breach or non-observance by any other person at any time in respect of any provision herein contained shall operate as 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.

- g. Any and all reasonable legal fees and disbursements incurred for the enforcement of, or the restraint of the violation of, this Building Scheme or any provision of the Building Scheme shall, upon demand, be paid and reimbursed by the Owner or Owners of the Lot or Lots in respect of which such legal fees and disbursements for the enforcement of, or the restraint of the violation of, this Building Scheme were incurred.
- h. This Building Scheme constitutes a charge on the Lots which shall run with the bind all of the Lots and every part thereof, and render the Owner, each purchaser, lessee, sub lessee and occupant of any Lot or any part thereof, and each successor in title, future purchaser, lessee, sub lessee and occupant of any Lot or any part thereof subject to the restrictions herein set out and confer on them benefits herein set out.
- i. This Building Scheme and all the restriction set out in this Schedule shall be effective from and after the date of execution of this Building Scheme by Wild Rose Bay Properties Ltd.

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Wild Rose Bay
Strata Plan KAS 1797
Amendments and additions to Schedule A

Resolution #2
Schedule of Restrictions
July 10th, 2004

Section 3 - Plan Approval

Addition: Approval of Building Plans only granted on condition that building construction commences within six (6) months of approval and will be withdrawn if building construction does not commence within six (6) months of approval. All applications for plan approvals are treated as new applications.

Section 8 - Construction of Residence (c) setbacks

Delete following all text of i) through v) and replace with the following text amendment. " All setbacks will adhere to the current applicable building line setback as required by the Province of British Columbia and the Columbia Shuswap Regional District."

Section 12 - No Excavation

Addition: All excavated, soil, sand and gravel shall remain on the property of Wild Rose Bay Strata Plan KAS 1797. A site will be provided for the storage of excavated soil, sand and gravel.

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