

SCHEDULE "A"

SCHEDULE OF BUILDING RESTRICTIONS AND CONDITIONS

The lands and premises to which this building scheme binds and attaches are:

Strata Lots 1 to 6 Section 27 Tp 22 Rge 11 W6M KDYD Plan KAS 2938.

It is expressly understood and agreed that the covenants and agreements herein shall run with the land and shall be binding upon all owners and all persons claiming through, under or in trust for them, and for the purposes of assuring that the said covenants shall continue to run with the land, or any part thereof, express notice of the said covenants and agreements is hereby given.

A. Definitions:

1. For the purposes hereof, the following words or phrases shall have the following meanings:
 - a. "Building" means any improvement, building structure, fence, wall, erection or other improvement of any kind whatsoever whether above or below ground level and any addition or alteration thereto;
 - b. "Building Plans" means architectural plans and any specifications of any proposed work or Building showing elevations of the Building to be constructed, Building cross-sections and floor plans including all dimensions, type and quality of building materials (including roofing), exterior finish materials with colour scheme and type of driveways and site plans and landscaping plans;
 - c. "Design Co-ordinator" means any agent, entity, person or persons from time to time designated by the Developer as the "Design Co-ordinator" hereunder;
 - d. "Developer" means Abco Marine Developments Ltd.;
 - e. "Lots" or "Strata Lots" means the lots described in Paragraph 1 of the Declaration of Building Scheme to which this Schedule of Restrictions is attached or any portion thereof and "Lot" means any one of such lots, and all provisions herein shall apply equally to the Common Property as identified on the strata plan.
 - f. "Owner" means any of the following persons and their respective successors in title:
 - i. the registered owner from time to time of any one of the Lots or any part thereof;
 - ii. the registered owner from time to time of a right to purchase any of the Lots or any part thereof; and

- iii. the beneficial owner from time to time of any one of the Lots or any part thereof.
- g. "Mobile Home" means a single family dwelling unit equipped with a water closet and bathtub or shower, waste from which may be disposed of directly into a sewer or ground disposal, and manufactured as a unit or units intended to be occupied in a place other than its place of manufacture on a year-round long term basis. It may be designed with detachable towing gear and upon arrival at the site, can be completed and ready for occupancy except for placing on foundations, connections of utilities and some incidental assembly. This definition includes those mobile homes commonly referred to as trailers, modular homes, manufactured homes and park model homes.
- h. "Strata Corporation" means the strata corporation created pursuant to the Strata Property Act of British Columbia upon registration of the strata plan in the Land Title Office.
- i. "Strata Council" means the strata council of the strata corporation from time to time and means the Developer until such time as the first strata council has been elected at the first annual general meeting of the strata corporation.

B. Approval of Building Plans:

1. No person or persons shall:

- a. place, erect, construct, commence to construct or use any Building on any of the Lots; or
- b. make any substantive exterior alterations, additions or extensions to an existing Building; or
- c. apply for a building permit for the construction of any Building on any of the Lots without in each case first satisfying or complying with the provisions set out in APPENDIX 1 hereto.

C. Prohibited or Restricted Uses:

1. The following limitations or prohibitions on the use of the Lots or any parts thereof shall be applicable:

- a. the use of the Lots shall be restricted to single family residential and not more than one accessory building which may contain space for residential use. Duplexes and other multi-type residential buildings and all commercial uses are specifically prohibited.
- b. No livestock of any kind including cattle or horses shall be permitted on any Lot
- c. No building material, crates, packing cases, contractor's shed, equipment or other unsightly objects or material shall be placed or left on any Lot nor on any

property adjoining any Lot other than during such time as the construction work is actually in progress on such Lot, and no excavation shall be made unless necessary in connection with the construction of an approved Building;

- d. No billboards, placards, advertising or signs of any kind shall be erected or displayed on any Lot or any Building, or in any window or door of any Building other than signage for consultants and lenders during construction of a Building.
- e. No satellite dishes with a diameter larger than 72 centimetres or antennas shall be constructed or installed unless approved in writing by the Developer.
- f. No well shall be drilled on any Lot, unless such well is drilled by the Developer.
- g. No combustible materials which constitute a fire hazard shall be placed or stored on any Lot.
- h. The following restrictions apply to recreation vehicles (RVs) including without limitation trailers and camper trailers:
 - i. RVs shall not be parked on common property;
 - ii. The rental of any RV on any strata lot is strictly prohibited;
 - iii. The owner of a strata lot may park his or her RV on the strata lot provided that it shall not be occupied or connected to the water or sewer systems which service the Strata Lot;
 - iv. Not more than one guest RV (an RV owned by someone other than the owner of the strata lot) shall be permitted on a strata lot for more than three days at a time without the written approval of the Strata Council;
 - v. A strata lot owner may occupy an RV on the strata lot during the period that a dwelling is under construction provided that such occupation shall not exceed one year from the commencement of construction.
- i. No building shall be occupied on any Lot until the owner of the Lot has installed a septic tank and lift pump which are connected to the communal sewage disposal system and provided that the septic tank and lift pump have been approved by the Developer.
- j. No boat tracks or rails, for the purpose of transporting a boat or boats from the Strata Lot to the lake, shall be permitted.
- k. Not more than one boat or boat on trailer may be kept or stored outside of a building on any Lot, provided that the storage of a boat or boats in a garage attached to the house or other accessory building is permitted.
- l. No dock or float shall be connected to any Strata Lot unless such connection is approved in writing by the Strata Council.

- m. No Mobile Homes are permitted.
- n. No rental of any Strata Lot or any building on any Strata Lot shall be permitted unless the rental period is for a minimum of one month.
- o. No sign installed by the Developer which identifies the Development as "The Estates at Captain's Village", whether on a Strata Lot or on the Common Property, shall be altered or removed without the written approval of the Developer.
- p. No vehicles shall be parked on the Common Property of the Development.
- q. All strata lots must have a minimum of two parking spaces on site.

D. Assignment

- 1. The Developer shall at any time hereafter be entitled to assign all of the Developer's rights and obligations pursuant to this Statutory Building Scheme to the Strata Corporation provided that such assignment is made in writing and that the Strata Corporation is given a minimum of 60 days notice that such assignment will be made.

Appendix 1 to Schedule of Restrictions - ARCHITECTURAL BUILDING SCHEME

Article 1 – General Provisions

1.1 Design Co-Ordinator And Design Approval Process

- 1.1.1 Plans for all Buildings, alterations and additions shall be submitted to the Design Coordinator as appointed by the Developer to attend to compliance with the schedule of restrictions.
- 1.1.2 Two sets of drawings are to be submitted for review and approval by the Design Coordinator and should contain the following information:
 - a.) Site plan showing the Building locations on the Lot, road access, driveways and parking, grading, fencing, decks and patios, and all proposed hard and soft landscaping including any lakefront improvements;
 - b.) Floor plans and elevations for the Building, including existing and finished grades at all corners of the Building(s), taking into account any flood construction level applicable to each lot and as may be set out in any applicable grading plan
 - c.) Sections through the Building showing building materials, how grades differences are being handled, and height calculations;
 - d.) Building details showing: ridge, eave, soffit and fascia details; base and window trim; and deck hand rail, fence and screening details;
 - e.) Descriptions of all exterior material and colour selections with full material specifications;
 - f.) Landscape Plan showing all proposed hard and soft landscaping, grading and storm water management.
- 1.1.3 The Design Coordinator reserves the right, in the Design Coordinator's sole discretion exercised reasonably, to grant approval of any design for either the Building on a Lot containing the principal dwelling unit on any Lot or any accessory Building on the Lot which does not meet or varies from the provisions of this Schedule of Restrictions.

1.2 Other Authorities

- 1.2.1 In addition to the provisions of the Building Scheme, all construction must meet the requirements of the Columbia Shuswap Regional District (the "Regional District") including building regulations, zoning regulations as may be created, and the current applicable building codes, and shall meet the applicable requirements of all other governing authorities. The Lot owner is responsible for obtaining all required permits for the construction of the Building(s) on their Lot. Approval with respect to this Building Scheme does not imply compliance with the Building Code or future zoning.

1.3 Alteration and Repair

- 1.3.1 All buildings and improvements shall be maintained in conformance with the approved Building Plans, and in good condition.
- 1.3.2 Any construction or exterior alterations that take place without approval or contrary to any covenants herein or otherwise are subject to change or removal at the owner's expense.
- 1.3.3 No structure visibly damaged by fire shall be left unrepaired for more than four (4) months following the occurrence of the fire causing such damage.

1.4 Costs

- 1.4.1 Each Lot owner shall be required to pay the Design Coordinator for the time expended by the Design Coordinator at such hourly rates as from time to time have been negotiated between the Developer and the Design Co-ordinator provided that the first three hours of time expended by the Design Coordinator for each Lot shall be paid for by the Developer.

Article 2 - Building and Site Design

2.1 General

- 2.1.1 It is expressly understood that the provisions in this Article 2 are guidelines for owners and for the Design Coordinator and may be varied for individual lots provided that any such variations are approved in writing by the Developer and the Design Coordinator

2.2 Building Restrictions

Building coverage, size and height restrictions are as follows:

2.2.1	Minimum lot area	0.167 ha. (0.412Ac = 18 000 ft ²)
2.2.2	Minimum lot width	18m
2.2.3	Minimum lot frontage	18m
2.2.4	Minimum front yard setback (from common road)	6m
2.2.5	Minimum side yard setback	2m
2.2.6	Minimum rear yard (Lakefront) setback	
	- Principal Building	20m
	- Decks	15m
2.2.7	Maximum building height	
	- Principal Building	12.2m (40')
	- Accessory Building	8.5m (28')
2.2.8	Maximum structure height	12.2m (40')
2.2.9	Maximum No. dwelling units	
	- Principal:	1
	- Guest accommodation:	1

Note: 1 only secondary suite is allowed only within principal building or guest cottage, and suite area shall be a maximum 20% of principal building gross area.

2.2.10	Minimum separation of accessory building from Principal building	3m
2.2.11	Maximum Lot Coverage (Building Footprint including attached garage)	
	- Principal Building	25% of lot area
	- Accessory Buildings	4% of lot area
2.2.12	Maximum Gross Square Footage (Floor Area Ratio-all floor areas)	
	- Principal Residence	40% of lot area
	- Accessory	8% of lot area

2.3 Building Design

- 2.3.1 The principal Building on any Lot, and all accessory buildings on the Lot shall be of compatible design, with substantially the same roof forms, roof pitch(s) and overhangs, exterior finish materials, and colour scheme. The colour scheme shall be selected from a limited palette as defined by the Design Coordinator.
- 2.3.2 The siting of the principal Building and all accessory buildings should be carefully considered and respond to topography, soil conditions, orientation, access and circulation, snow management, view, privacy, weather, existing vegetation and relationship to any neighbour.
- 2.3.3 The principal Building on any Lot shall have a gross floor area (including all floor areas) of not less than 139 m² (1,500 ft²) and a minimum footprint of 111 m² (1,200 ft²), and not more than 40% of the lot area to a maximum of 668 m² (7,200 ft²), and provided that site coverage shall not in any event exceed 25% of the lot area.
- 2.3.4 The principal Building shall be 2 storeys minimum, and is limited to a maximum of three storeys, and shall not exceed 40 feet (12.2m) in height to peak of roof from lowest perimeter grade.
- 2.3.5 The maximum area of a 3rd storey shall be 25% of the building footprint, and it shall not exceed 50 % of the width or 60% of the length of the building.
- 2.3.6 No exterior wall shall exceed 2 storeys in height without an intervening step back or roof.
- 2.3.7 Lake facing building face shall not be on one continuous plane, but shall provide variation in overall form.
- 2.3.8 All roofs shall be sloped between 5/12 and 12/12. The use of lower sloped or flat roofs is not permitted, except where minor to the main roof and where approved in writing.
- 2.3.9 Cedar shingles and/or cedar shakes shall be permitted provided that they are pressure treated for preservation and fire retardation. Coloured metal roofing and asphalt shingles are also permitted.
- 2.3.10 Chimneys for fireplaces or metal vents shall be finished in stone, brick, or split faced concrete block. Flat grey concrete block chimneys are not permitted.

The form, colour and finish of all chimneys shall be compatible with and complement the design and finish materials of the Building in which they are located.

- 2.3.11 All exterior wall finishes are to be of natural materials such as wood siding, wood logs, cedar shingles and stone. The use of vinyl, stucco or brick as a predominant wall material is not encouraged. Subject to consideration and prior approval by the Design Coordinator on a case by case basis, composite materials that are designed to reflect natural materials would be permitted.
- 2.3.12 Principal buildings shall provide covered outdoor deck or patio area within the major rooflines.
- 2.3.13 Major rooflines shall be designed such that major eaves and soffits occur at the first floor level.
- 2.3.14 The use of concrete block or vinyl or aluminium siding is not permitted. Exposed concrete foundations are to be exposed to a maximum of two feet above grade and the use of stone at the base of walls is encouraged.
- 2.3.15 All wood shall be stained and/or preservative treated and all trims, doors and soffits should be stained or painted.
- 2.3.16 All flashings, plumbing stacks, and vents should be of a colour compatible with the adjacent roof colour.
- 2.3.17 Gutters and rain water leaders shall match in colour and be in a colour compatible with that of the trim colours used.
- 2.3.18 All decks, courtyards and patios shall be designed to complement the adjoining building design.
- 2.3.19 All garages are to be fully enclosed, with garage doors, and the design of any garage is to be compatible with the principal Building.
- 2.3.20 Accessory buildings, other than gazebos or similar open structures covering patio or deck areas, shall not be located to the rear (lake) side of the principal Building.

2.4 Site Design

- 2.4.1 All driveways must be constructed of an all-weather dust-free surface.
- 2.4.2 Landscaping requirements are as follows:
 - a) Landscape plan shall be submitted for approval showing all grading, structures, surfacing, planting, and identifying existing trees retained.
 - b) Any area designated as no-disturbance areas (the "No-disturbance Areas") by covenant on title in favour of Fisheries and Oceans Canada, the Ministry of Water, Land and Air Protection, and/or Columbia Shuswap Regional District shall be off limits for any landscaping or improvements of any kind.
- 2.4.3 The height, design and exterior finish of all fencing and screening shall be approved by the Design Coordinator prior to its construction. Fencing shall be of either timber, wood or the same material as the predominant exterior wall finish of the principal Building, and in a colour which complements the colours of such wall finish and any adjacent fascia or corner trim, or to match perimeter fence. Fencing to match perimeter fence constructed by Developer, shall be of compatible design and material being masonry and wood combination, or wood, timber, iron and stone (or in combination).
- 2.4.4 Fencing shall terminate in the vicinity of the boundary of the No-disturbance Areas.

2.5 Parking

- 2.5.1 All weather surfacing required for all parking. Provide stormwater drainage or permeable surfacing such as drainage pavers.

2.6 Services

- 2.6.1 All plumbing fixtures must be "low flow" fixtures.
- 2.6.2 All hydro and telephone lines on the strata lots shall be underground provided that hydro and telephone lines as installed by the Developer on the common property may be above ground.