

Terms of Instrument – Part 2

Schedule Of Restrictions

No further subdivision of any Lot shall be permitted other than Lot 2 which may be subdivided into one lot and a remainder.

One principal residence only shall be permitted on each Lot. Each principal residence shall contain a minimum of 1000 square feet of living space above ground level, and may contain a basement. No principal residence shall be higher than two storeys above basement level. Only one family unit shall occupy each principal residence and no rental suites shall be permitted.

No building, dwelling or other structure shall be erected, constructed, or placed or maintained on any of the Lots that is not finished completely on the exterior one (1) year after start of construction. Construction shall be deemed to start with the excavation of the footings.

Each residence, building or other structure shall be constructed with exterior finishes consisting of natural materials or equivalent such as stone, brick, wood, stucco or cement-based siding. No structure shall be permitted to have plywood, OSB, vinyl or aluminum siding exterior finishes.

No auxiliary buildings other than the following may be constructed, erected or placed on any Lot that are not in compliance with the following:

- i) Garage or workshop. Garages or workshops may not be constructed that:
 - a. contain more than 1000 square feet;
 - b. are not for private family use;
 - c. that are not finished, painted completely or in the same theme of its surrounding buildings or structures
- ii) Storage shed
- iii) Greenhouse. Greenhouses may not be constructed that:
 - a. contain more than 600 square feet;
 - b. are not for private family use;
- iv) Animal shelter. Animal shelters may not be constructed:
 - a. that are not for use of the household occupant's pets
 - b. that are not finished, painted completely or in the same theme of its surrounding buildings or structures

Owners shall retain buffer zones of trees and natural vegetation extending 15 feet from all property lines and roadway. No clearing may be done within these buffer zones except for driveways providing access to the Lot. Owners are encouraged to actively manage the buffer zones in order to decrease the fire hazard and to promote the long term healthy growth of these forested areas. Such management should include removal of excess tinder and selective thinning and planning of trees.

No owner shall construct a sewage disposal facility on the lands unless the plans and location have been first approved by the Ministry of Health of the Province of British Columbia, or any other competent licensing authority.

No wrecked or partially dismantled cars, salvage materials, or any other unsightly items or any unlicensed or abandoned vehicles or any inoperable equipment shall be parked on or adjacent to the Lot. Any motor vehicles parked in the front yard of the Lot or adjacent to the Lot shall be currently licensed with appropriate license plates and decals.

No signs for business advertisement shall be permitted without written consent of the declarant, and any such sign would need to be professionally lettered and created, no larger than three (3) feet by six (6) feet.

Modular homes of modern design may be placed on the Lots, provided that they are placed on permanent treated wood or concrete or masonry block foundation and comply with exterior finish material requirements contained in this covenant.

No Mobile Home or Recreational Vehicle type accommodation shall be permitted on any Lot on a permanent basis. Mobile homes may be permitted as temporary dwellings for a period of one (1) year following the date of the installation of the Mobile Home, solely for the purpose of providing accommodation while permanent structure is being built.

Any costs incurred by the Declarant as a result of, by or on behalf of any of the owners of any Lot as a result of non-compliance with any of the restrictions or stipulations set out herein including court costs, legal fees, costs of repair or any costs or expenditures, whatsoever, shall be payable forthwith on demand by the owner or owners of a Lot and failure to pay shall entitle the Declarant to a lien against the subject Lot for all amounts paid by the Declarant, plus costs.

End of Document

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Restrictive Covenants

None of the Lots, or any building, dwelling or other structure thereon 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 bed & breakfast, resort lodge, hotel, guest cabin, resort, store, restaurant, shop or place of trade or business unless and until such use is approved in writing by the Declarant who shall give such approval only where in its sole and absolute discretion such use is deemed to be for the benefit of the whole area comprised by the Lots. A home-based business which does not generate vehicle traffic is allowed.

No person shall be allowed or permitted to operate a snowmobile, motor cycle, quad, 4 wheeler, or any other unlicensed vehicle or any activity on the lands which generate excessive noise so as to cause reasonable complaints from persons occupying properties adjacent to the lands.

Garbage storage shall only be in an enclosed structure, secure from animals and shall be screened from view. Garbage and trash shall not be buried under any circumstances.

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