

## 3.0 REGISTERED BUILDING SCHEME

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1. Kalview Estates Ltd. (the “Developer”) will publish design guidelines and procedures from time to time (the “Design Guidelines”) to assist the owner of a Lot in complying with the provisions of the Building Scheme.
2. No dwelling house, structure, landscaping or other improvement may be constructed, installed, altered or replaced or erected on any Lot, unless and until plans and specifications for any such dwelling house, structure, landscaping or other improvement have been submitted (in duplicate) to the Developer for written approval in accordance with the Design Guidelines and such written approval has been received by way of acknowledgement by the Developer, in writing on such plans and specifications. The Developer shall have the right and power to approve or reject or require amendment to plans and specifications presented to the Developer with respect to a Lot for approval.
3. No plans and specifications will be considered by the Developer unless they are complete and, without limitation, show elevations, siting, size, colour scheme and materials to be utilized. Landscape plans shall be for the entire Lot and show elevations, grading, drainage, walls, fences, hedges, shrubs, trees, lighting and other improvements. Such plans and specifications, once approved by the Developer as aforesaid, are hereinafter referred to as the "Developer Approved Building Plans and Specifications". No changes may be made to the Developer Approved Building Plans and Specifications without the prior written approval of the Developer which approval may be arbitrarily withheld.
4. No owner of a Lot may apply to the District of Coldstream for a building permit until the Developer has provided the owner with one (1) copy of the Developer Approved Building Plans and Specifications signed by the Developer for the purpose of the building permit application.
5. No owner of a Lot shall be entitled to vary construction or design of any dwelling, house, structure or other improvement on any such Lot from that which is approved on the Developer Approved Building Plans and Specifications during the course of construction without the prior written approval of the Developer as aforesaid (which approval may be arbitrarily withheld), such written approval to be evidenced on revised Developer Approved Building Plans and Specifications of any such dwelling house, structure or improvement.
6. No approval of the Developer Approved Building Plans and Specifications will be valid after the expiry of twelve (12) months from the date such approval is granted unless the construction of the dwelling house, structure or other improvement so approved has commenced within twelve (12) months of the date of such approval, failing which such approval shall become void.
7. No owner of a Lot shall be entitled to prohibit the Developer from inspecting any dwelling house, structure or other improvement constructed or being constructed on any of the Lots from time to time.

8. Without in any way limiting the requirement for the written approval of plans and specifications of any dwelling house, structure or improvement on any Lot, the following restrictions shall apply to each Lot in addition to the required written approval of the plans and specifications as hereinbefore referred to:

- i. There shall not be erected on any of the Lots any dwelling house, building or structure other than a single family dwelling house with an attached double or triple garage and such other building or structures as hereinafter provided for. For greater certainty, no carports shall be permitted on any of the Lots. Double or triple detached garages may be permitted with the written approval of the Developer which approval may be arbitrarily withheld.
- ii. No dwelling house shall be situated on any Lot except within the Dwelling House Building Envelope established by the Developer for each Lot as more particularly set out in the Design Guidelines.
- iii. No owner or occupier of the Lot shall cause, commit, suffer, authorize or permit any act of nuisance to originate or emanate from a Lot.
- iv. No owner or occupier of a Lot shall keep or permit to be kept animals of any kind or description whatsoever, except for domestic household pets, which pets shall not be permitted to run loose or uncontrolled outside of the Lot of such owner or occupier.
- v. There shall not be any dwelling house, structure or other improvement constructed or maintained on any Lot that does not conform to the National Housing Act, Building Codes and Standards and the District of Coldstream Bylaws and Regulations existing as of the time construction of such dwelling house, structure or other improvement, or as of the time of maintenance of the same.
- vi. No dwelling house shall be constructed on any Lot unless a driveway constructed in compliance with the Design Guidelines from the adjacent street to such dwelling house is completed within six (6) months following the completion of the exterior of the dwelling house.
- vii. There shall not be erected on any of the Lots any dwelling house or structure unless:
  1. Such dwelling house or structure is constructed within the boundaries of such Lot in compliance with all setback requirements of any regulatory authority and the Design Guidelines;
  2. Any structure in addition to the dwelling house, is constructed of the same materials and is of colour compatible with the construction and finish of the dwelling house;
  3. Such dwelling house or structure is new and is constructed on the Lot. For greater certainty, no prefabricated dwelling house or structure shall be moved onto or located on a Lot.
- viii. No dwelling house constructed on any Lot shall be occupied by any person unless and until that dwelling house, including the exterior is substantially finished as determined by the Developer.

- ix. There shall not be stored, kept, nor permitted to be kept or stored on any Lot or on any street adjoining any Lot, any junk, wrecked or partially wrecked motor vehicles, salvage materials, goods intended for commercial use or sale, waste or refuse;
- x. No wires or lines of any kind including clotheslines shall be strung on the Lot above ground level or attached to the exterior of any dwelling house, structure or improvement on the Lot.
- xi. No satellite receiving dishes greater than eighteen (18) inches in diameter shall be allowed on a Lot. Satellite dishes shall not be mounted on rooftops or in any yard areas fronting or flanking onto a street. No exterior radio antennas, CB antennas, television antennas or other antennas of any type shall be erected or maintained on a Lot.
- xii. No travel trailer, mobile home, camper, commercial vehicles, recreational vehicles or recreation equipment, including but not limited to boats, snowmobiles, all terrain vehicles, equipment or machinery shall be stored on a Lot unless stored inside the dwelling house or the garage or appropriately screened off from public view by screening shrubbery or fencing approved by the Developer. None of the aforementioned vehicles, machinery or equipment shall be parked on the roadways adjacent to any Lot for any period of time in excess of seven (7) days without the written consent of the Developer, which consent may be arbitrarily withheld.
- xiii. No kennels or enclosures for animals are permitted to be constructed or maintained on a Lot.
- xiv. No garbage containers shall be placed on a Lot unless screened from view from any public road or from any other Lot except on the day designated for garbage pickup.
- xv. No central air-conditioning units or other mechanical hardware shall be located where it will be visible from a public road. No window mounted air conditioning units shall be permitted.
- xvi. No exterior bars or blinds on windows or doors of any dwelling house, or structure on a Lot are permitted.
- xvii. No dwelling house, structure or improvement shall be constructed on a Lot unless the owner of such Lot is responsible for any damage to the subdivision in which the Lot is contained arising as a result of any such construction, including, but not limited to, the repair of any damages to utilities, sidewalks, curbs, gutters, fencing, landscaping, roadways and whether or not such damage occurs on the Lot on which such construction takes place or with respect to adjacent or other Lots in the subdivision.
- xviii. There shall not be erected, exposed or maintained any placard or advertising sign on a Lot unless approved in writing by the Developer.
- xix. No signs are to be placed on a Lot during construction of a dwelling house, structure or improvement except for one (1) professionally prepared construction sign relating to such dwelling house, structure or improvement not to exceed 32 inches by 24 inches mounted on its own post no more than three (3) feet above ground. No such

sign shall remain on the Lot after substantial completion of the dwelling house, structure or improvement.

- xx. There shall not be permitted during the construction period on a Lot:
  - (a) the accumulation of any trash, debris, waste or excess construction materials;
  - (b) any overfilling or spillage from any refuse bin;
  - (c) the transport whether by wind or otherwise of any light construction materials or packaging from the construction site on a Lot to another Lot;
  - (d) burning, dumping or burying of construction material.
- xxi. No builder shall be permitted to continue construction on a Lot unless it provides and maintains adequate sanitary facilities for its construction workers.
- xxii. No construction workers are allowed to park on, or otherwise use Lots neighbouring the Lot on which construction is occurring or restrict the flow of traffic on any roadway.
- xxiii. Construction workers are not permitted to bring pets to a Lot during any construction period on a Lot.
- xxiv. No temporary living quarters shall be placed on a Lot during the course of construction of a dwelling house, structure or other improvement on such Lot.
- xxv. No dwelling house shall remain less than fully completed on the exterior thereof following that date which is the earlier of the date on which the dwelling house on such Lot is first occupied, or six (6) months after commencement of construction of such dwelling house. Completion for purposes of this subparagraph shall mean construction in full compliance with any requirements of the District of Coldstream and the Developer Approved Building Plans and Specifications.
- xxvi. All landscaping in compliance with the Developer Approved Building Plans and Specifications shall be completed within 120 days of substantial completion of such dwelling house, subject only to seasonal weather considerations. If weather considerations prevent the work from being completed within the aforesaid period, the work shall be completed as soon as is reasonably possible thereafter.
- xxvii. No landscaping, trees, shrubbery, lawn, fencing, dwelling house, structure or other improvement, situate on a Lot shall be allowed to fall into a state of disrepair, such that the same are detrimental to the aesthetic appearance of the Lot and the subdivision in which the Lot is contained all as determined by the Developer.
- xxviii. No owner of a vacant Lot (as determined by the Developer to be a vacant Lot) shall permit the growth of weeds or other vegetation on such vacant Lot except as permitted by the Developer.
- xxix. No owner of a Lot shall permit a vacant Lot (as determined by the Developer to be a vacant Lot) to remain in a non-landscaped state for a period of in excess of twelve (12) months from the date the Lot is originally purchased from the Developer except in accordance with a temporary landscaping plan approved by the Developer in

writing involving seeding, watering and maintenance of grass on the entire Lot until such time as the dwelling house is constructed on the Lot;

xxx. No dwelling house, structure or improvement shall be constructed or placed within any area of the Lot noted as a Non Disturbance Area on any plan provided by the Developer or the Developer's nominee for such purposes showing a Dwelling House Building Envelope and/or any other information or restrictions with respect to the Lot;

9. The restrictions herein contained shall not be deemed to be exclusive either of the requirements of the Bylaws of the District of Coldstream or of the obligations or liabilities imposed by statute or law or equity on the owners or occupiers of a Lot, all of which shall be duly observed and complied with.
10. Nothing herein contained shall be construed or implied as imposing on the Developer any liability in the event of non-compliance with or non-fulfillment of any of the covenants, conditions, restrictions or stipulations herein contained or contained in any conveyance or other agreement relating to the sale of any Lot.
11. Invalidation of any of the terms, conditions or restrictions herein contained or contained in the Design Guidelines shall in no way affect any of the other terms, conditions or restrictions herein set forth or set forth in the Design Guidelines and any terms, conditions or restrictions not so invalidated shall continue in full force and effect and be construed as if this Building Scheme and/or the Design Guidelines as applicable do not contain such invalid portion.
12. Without in any way limiting the rights of the Developer to exempt any of the Lots from all or any of the restrictions herein contained whether in whole or in part, the Developer specifically reserves the right to grant approvals to dwelling house, structure and improvement designs which do not meet the criteria set out in the Design Guidelines, if in the opinion of the Developer the design is acceptable and upon any such special approvals being given, the provisions of the Design Guidelines shall be deemed to be modified, amended or enlarged to allow for such special approvals in relation to a specific Lot.
13. Nothing herein shall be interpreted or construed as imposing any liability on the Developer with respect to whether or not plans and specifications as approved by the Developer meet applicable regulatory requirements. Further, any deficiency with respect to Developer Approved Building Plans and Specifications which is not noted by the Developer shall not constitute an approval by the Developer of any such deficiency, and the Developer reserves the right to require that any such dwelling house, structure or improvement complies with the provisions of the Design Guidelines notwithstanding that the Developer failed to note any such deficiency at the time of approval of the applicable Developer Approved Building Plans and Specifications.
14. Damages shall not be an adequate remedy in the event of default or non-compliance pursuant to this Building Scheme and the Developer Approved Building Plans and Specifications with respect to a Lot. Accordingly, the Developer or its nominee may, upon any such default or non-compliance restrain the furtherance of any such default or non-compliance and require the compliance of such owner in relation to this Building Scheme and the Developer Approved Building Plans and Specifications by way of application to a Court of competent jurisdiction for an injunction prohibiting the continuance of any such construction, default or non-compliance and requiring the alteration of any dwelling house, structure or other improvement, to comply with this Building Scheme and the Developer Approved Building Plans and Specifications. The owner of any

such Lot shall be responsible for any and all costs necessary to remedy any default or non-compliance in relation to this Building Scheme and the Design Guidelines, including, without limitation, legal fees and disbursements and all other costs and expenses incident thereto for remedying such default or non-compliance.

15. The Developer shall be entitled to appoint a nominee or nominees from time to time to administer and grant or withhold the approvals on the part of the Developer herein contemplated in which circumstances the Developer shall have no obligation with respect to the same. Notwithstanding anything herein contained any provision hereof relating to Developer approvals and Developer Approved Building Plans and Specifications and the Design Guidelines shall be of no further force or effect from and after the 1<sup>st</sup> day of April, 2014 with the result that the Developer will not thereafter have any involvement in relation to the Building Scheme, including without limitation this Schedule of Restrictions and the Design Guidelines and the same shall be interpreted and construed accordingly from and after such date.
16. The Developer hereby reserves the right to itself and/or its nominee to exempt any Lot or Lots remaining undisposed of at the time of the exemption from any or all of the restrictions and benefits of this Building Scheme and the Design Guidelines.

END OF DOCUMENT