

ARCHITECTURAL BUILDING SCHEME

The purpose of the STATUTORY BUILDING SCHEME is to help ensure that CastleRock Estates is an attractive and aesthetically pleasing place to live. Buildings should be compatible in style but should also have variety and individuality such that the area has its own special character within the overall community and is attractive to existing and potential homebuyers. This pleasant visual appearance is determined by how a group of homes relate to one another. Transition from one home to the next should be gradual avoiding sudden changes in height, colour, and exterior finishing.

The design of your home should optimize the lot's setting in the mountain environment taking advantage of the slope of the lot, its views, its tree growth, and benefits of the sun. The architectural theme for residences is "alpine mountain".

The STATUTORY BUILDING SCHEME for CastleRock Estates, Phase 3 Subdivision, will be administered by 0985348 BC Ltd., the general partner for CastleRock Estates Limited Partnership, the "Grantor" (250)342-3313, its successors or assigns, or by such parties as the Grantor may designate. The architectural controls are applicable to all construction, and must be complied with by each owner.

LAND USE RULES AND RESTRICTIONS

Buildings

Development is restricted to one single-family residence per Lot, together with such ancillary improvements and uses as are expressly provided for herein. No owner may construct, cause to be constructed, place or permit to be placed, without the express written consent of the Grantor, any trailer or "package" home, any manufactured or modular home, or any similar type of dwelling unit. Each residence built upon each Lot in the Phase 3 Subdivision must be "stick-built" or otherwise constructed in a manner expressly approved by the Grantor, and in any event shall be site-designed pursuant to the provisions of this Building Scheme.

Use and Condition of Lot

No development of improvements shall occur upon any Lot unless such improvements are constructed within the development area specified by the Grantor for each Lot. The remainder of each Lot, outside the permitted development area, shall remain in its natural state. A copy of the Developer's development area plan will be provided to each Lot purchaser, together with the agreement of purchase and sale for the Lot.

Camping/Clotheslines

There shall be no camping or any other form of temporary occupation upon any Lot. No clothesline(s) shall be permitted to be erected upon any Lot.

Vehicle Storage/Operation

No mobile home, travel trailer, truck camper, house trailer, nor any derelict or unlicensed motor vehicle shall be kept, parked, stored or maintained on any Lot unless same is fully enclosed within the Lot owner's garage so as to be removed from view from any other Lot. All boats and boat trailers shall be kept within a fully enclosed garage. Storage of any of the foregoing items may be accommodated within the Grantor's vehicle/equipment storage compound. No off-road motorcycles, all-terrain vehicles or similar types of recreational vehicles shall be permitted to be operated or driven upon any Lot.

Garbage

No garbage, rubbish or trash shall be kept upon any Lot except in covered receptacles. No garbage receptacles shall be visible from any other Lot or from the access road.

Use of Residences

No owner shall cause or permit the owner's residence to be used for other than a single-family residence, and in particular, no residence shall be used for the purpose of any trade, trade vocation, commercial enterprise of any description, charitable, religious or educational uses, or for the provision of any apartment, boarding house or hostel-style accommodation.

Destroyed Improvements

All improvements which have been partially or totally destroyed shall be fully repaired, reconstructed or removed within three (3) months from the date of destruction or such reasonably longer period of time as may be necessary to complete any repair or reconstruction with due diligence and continuity provided, however, that the time for completion of such repair, reconstruction or removal shall be extended for the period of actual delay encountered due to reasons beyond the owner's control (other than the owner's financial inability), such as strikes, lockouts, embargoes, shortage of labour and materials, wars, riots and acts of God. In the event of removal, the Lot shall be cleared of all debris and restored to the grade which existed prior to the destruction of the improvement thereon (provided, however, that all basements and similar excavations shall be restored to the level of the surrounding grade), and shall be landscaped promptly.

Antennae/Whirlybird Ventilator

No pole, mast, antenna or aerial structure shall be installed or maintained on any Lot.

No satellite dish, exterior television receiving dish or antenna or whirlybird ventilator shall be attached or affixed to any residence unless affixed in such a manner so as to be not visible on any roof or portion of the residence from front or side yard streets within the subdivision.

New Materials

All improvements shall be constructed with new materials (except for used materials incorporated into the improvements for decorative or aesthetic effect), and no used structure shall be relocated to or placed upon any Lot.

Fences

No permanent fencing shall be constructed on any Lot, except where required for purposes of enclosing outdoor swimming pools and/or dog runs, etc. Fencing materials must be approved for such purposes by the Developer prior to construction, and all fences must be constructed at least 10 feet inside the side boundary of the Lot. All other barriers shall consist of natural vegetation only.

Fires

Outdoor fire pits or similar structures shall be permitted upon each Lot, but no owner shall permit any use of a fire pit or similar structure which creates or permits a fire hazard upon the Lot, or is in violation of any applicable fire prevention regulation. Each Lot owner shall be responsible to clean up and remove all fire hazard materials from the non-disturbance zone of their respective Lot(s). The Developer strongly recommends the use of manufactured fire places with spark arrestor features, instead of open fire pits.

Wood-burning Furnaces

No wood-burning furnaces and/or wood-burning boilers shall be permitted in any residence. No wood-burning fireplace shall be permitted unless same is EPA certified, upon installation.

Tree Removal

No living tree or trees may be cut or removed or caused to die without the express approval of the Grantor; provided however, the Grantor may authorize the reasonable removal and/or trimming of trees and natural vegetation from a Lot during the construction phase of development.

Driveways

All driveways constructed upon any Lot shall be asphalt, concrete, paving stones or crushed gravel, and shall be constructed in accordance with Building Grades Certificates.

No driveway may be extended from the property line of the Lot, across municipal right of way to the asphalt access road, unless:

such extension is constructed of compacted gravel, asphalt, paving stones or other similar

1. material approved by the Developer (but in no instance may the driveway extension be constructed of concrete), and
2. a driveway culvert constructed of 400 mm diameter corrugated steel with "rip-rapped" ends is firstly installed in accordance with Building Grades Certificates.

ARCHITECTURE

The following architectural controls are applicable to all construction, reconstruction and refinishing of all improvements placed or constructed upon any Lot, and must be complied with by each owner.

The architectural theme for residences is "alpine mountain". Construction materials must include metal or architectural fibreglass roofing, rough-sawn timber beams and columns, wood battens, horizontal wood siding and shakes wall cladding, stone and rock accents, and other complementary building products.

Homes – Style & Size

The residence style and size permitted within the Phase 3 Subdivision shall have the following minimum sizes:

- Single story with basement – 1100 sq. ft. on main floor;
- Split level – 1500 sq. ft. (above grade); 900 sq. ft. on main floor;
- Two story – 1500 sq. ft. (total) with 900 sq. ft. on main floor.

Repetitive use of similar dwelling styles (form, shape and appearance) will not be accepted. Each house should be individual and distinct from others in the Phase 3 Subdivision.

The house footprint, including the attached garage, should not occupy more than 25% of the Lot area.

Garages

All houses must have attached garages (or attached by means of a breezeway), which garages must be located on the street side of the house and must be integrated aesthetically with the overall house appearance. Garages must be a minimum of 500 sq. ft. and a minimum of 8 ft. in height. All garages must accommodate two vehicles, and be equipped with two single vertically-operating, clad, segmented doors.

On corner Lots, only bungalow or split-level dwellings (with the low side against the side street) will be permitted.

All residences constructed on flat or walk-out Lots must have eave lines with a 12 ft. maximum height from front grade.

Accessory Buildings

The use of accessory buildings for storage shall not be permitted.

Outside Walls

Outside walls should be broken and articulated to provide character on the front and rear elevations. Front to back split-levels are encouraged where the natural terrain is conducive to that use.

Outside walls shall be clad wood, brick, stone or stucco. No vinyl or metal siding is acceptable. The use of rough-sawn horizontal wood siding having a maximum wale of 6" is preferred.

If stucco is used, horizontal battens should be provided at mid-height, and all wall openings should be detailed and framed.

The Grantor shall provide an "allowable colours" colour scheme to each Lot owner, and each owner shall be obliged to use only those colours so approved by the Grantor.

For brick and stone, a minimum return of 24" should be provided.

Trim and accents may consist of rough-sawn timber plank and post, milled or natural log, rough-sawn or hand-split shakes or wood shingles, brick, natural or synthetic boulder, natural or cultured stone, and other such rustic materials.

The front elevations of residences shall have a minimum of 20% face area in boulder, stone or rock. On corner Lots, the side elevation facing the side street will require the same detailing as the front elevation. All fronts must be wood siding, shake or shingle, with fire-retardant stain and 24" return on side corners.

Roofs

All house roofs shall have a minimum pitch of 7 in 12 with minimum eave and gable extensions of 16". Roof cladding shall consist of pre-finished metal, terra cotta, clay, concrete, asphalt composite (architectural grade), fibreglass, or other such low-combustible materials. Cedar or wood shakes and shingles are not permitted.

Fascias and Soffits

All fascia shall be wood with a minimum of 8" wood. No vinyl or metal fascias shall be permitted. On gable ends, fascias shall be double-layered. All eavestroughing and downspouts shall be colour-coordinated with the trim of the house, but eavestroughing shall not be essential in all areas. Exposed wooden rafter tails are permitted.

Exposed Foundations

Exposed concrete from basement foundation walls shall not be more than 24". The exposed face shall be parged.

Balconies and Porches

Main floor porches are permitted on the street side of houses. Balconies can be provided along the sides and rears of houses as setback requirements permit.

Fireplaces and Chimneys

Both wood or gas fireplaces or stoves are acceptable. Wood-burning fireplaces and stoves must be equipped with approved spark arresters.

All fireplace chimneys on an outside wall and any chimney flues must be enclosed and clad to complement the exterior appearance of the house, and rock, brick or stone shall be preferred.

Colours

No house shall have more than four colours displayed on any exterior wall, excluding natural wood and stone. Medium to dark earthtone colours are allowed, and no white material of any kind shall be displayed on any exterior wall (such as white vinyl doors and/or white vinyl window frames, etc.).

Animals

Owners may construct a dog run upon their Lot but such dog run must:

1. be within the disturbed area of the Lot, fully 10' from side yards;
2. constructed of wood or wrought iron, and otherwise be approved by the Developer prior to construction;
3. constructed at the rear of the owner's house and hidden and/or camouflaged from view.

Parking

No owner or tenant shall cause or permit vehicles to be parked on the Phase 3 Subdivision access roads. All vehicular parking must be restricted to the owner's driveway (maximum 2 vehicles) and the owner's enclosed garage (2 vehicles minimum). In the event an owner elects to construct an in-law suite within their residence, then one additional parking spot must be provided upon the Lot to accommodate the in-law suite resident.

Exterior Lighting

All exterior lighting installed either upon the exterior of the house or upon the Lot shall conform to the following standards:

1. no mercury vapour lamps, or lamps which emit light with a similar character;
2. no neon lamps, or tube lighting of any kind;
3. no flashing lights or lamps of any type whatsoever shall be used upon any Lot.

Exterior lighting should be selected for aesthetic illumination except where safety or security is the primary reason for illumination. Lights shall not exceed a lumen level of one foot-candle at the ground, unless a greater intensity is required for safety reasons, or by applicable bylaws.

Signs

All signs are prohibited within the Phase 3 Subdivision with the exception of:

1. temporary signs (not to exceed 2' by 3' and set in approved frames) for the purpose of advertising the Lot or the house for sale;
2. temporary construction signs (during the time of construction only) denoting the architects, engineers, contractor and other related subjects, shall be permitted

3. identification signs showing the name of the owner or occupant, and/or the house number or name, not to exceed 12" in height;
4. any sign erected by the Grantor;
5. street identification signs erected by the Grantor.

CONSTRUCTION COVENANTS

Each owner shall abide by the restrictions described below during the course of any construction upon the owner's Lot, and shall in all cases contract with one of the Grantor's approved contractors prior to commencement of construction.

Grading and Excavation

Unless otherwise approved by the Grantor, no owner shall take or borrow any fill or topsoil material from any other area of the Property, nor dispose of any material from the owner's Lot on any other area of the Property.

Debris and Trash Removal

All trash and debris on the construction site shall be cleaned up and removed from each construction site at least once a week to an off-site landfill disposal. Each construction site must have a dumpster or disposal bin placed on it for the deposit of construction debris, and such dumpster or disposal bin shall be serviced weekly. Light weight material, packaging and similar items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Concrete trucks shall wash out spill pans after leaving the site on the area designated for same by the Grantor. Each construction site shall be kept neat and shall be policed properly to prevent it from becoming a public eyesore or nuisance. Dirt, mud, debris or concrete resulting from activity on each construction site shall be removed promptly from public or private roads, open spaces, driveways and other portions of the Property. No burning or burial of debris/construction materials shall be permitted upon any Lot.