

SCHEDULE OF RESTRICTIONS

BEAR'S PAW HEIGHTS

GOLDEN, B.C.

STATUTORY BUILDING SCHEME  
Declaration of Covenants and Restrictions

The within Statutory Building Scheme is declared by  
699189 B.C. Ltd.

c.o.b. **BEARS PAW HEIGHTS**  
as Grantor, this 31<sup>st</sup> day of July, 2020

WHEREAS:

- A. The Grantor is the registered owner in fee simple of certain real property situate in the Town of Golden, in the Province of British Columbia which consists of the Bear's Paw Heights Subdivision (the "Subdivision");
- B. The Grantor desires to have the Subdivision developed, maintained and preserved for high quality residential use and enjoyment;

NOW THEREFORE THIS BUILDING SCHEME WITNESSETH that in consideration of the foregoing, the Grantor does hereby for itself, its successors and assigns in title, covenant and agree to observe and be bound by the hereinafter mentioned covenants, which said covenants shall be construed to be and shall be covenants running with the land and shall be appurtenant to all of the said bare land lots for the benefit of all the respective owners thereof, from time to time, as follows:

**Section 1 -- Land Use Rules and Restrictions**

a) Compliance with Laws and Building Scheme

No construction or occupation of any improvements shall take place which is in violation of any municipal bylaws, ordinances or the provisions of this Statutory Building Scheme.

b) Buildings

Development is restricted to the residence(s) or duplexes allowed by the Town of Golden zoning, 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, 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 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 the Building Scheme. Dwellings may include a two car garage which is incorporated into the structure of the principal residence. Duplexes may have single car garages for each side.

c) Use and Condition of Lot

Development of improvements on each Lot shall be restricted to the development area specified by the Grantor for each Lot. The remainder of each Lot shall be a non-disturbance area, which area shall be left in its natural state. No change in the natural topography of the Lot or removal of any natural ground and/or tree cover shall be permitted, except in the instance of removal of dead trees, shrubs or other vegetation as is deemed by the Grantor to be a fire or safety hazard, in which instance such trees, shrubs or other vegetation shall be removed. No man-made improvements shall be constructed upon or placed or maintained within a non-disturbance area on any Lot.

The development area/non-disturbance area for each Lot shall be defined by means of a development plan specific for each Lot. Such development plan shall be provided to the purchaser as part of the agreement of purchase and sale. No disturbance of any Lot shall be permitted prior to the owner obtaining a building permit in the manner hereinafter provided.

d) Storage Compounds, Clotheslines Not Permitted

No clothesline poles, fence attachments or clotheslines shall be permitted to be erected upon any Lot. No compounds or accumulation for or of outside storage of junk, debris, old furniture, or other eyesores of any nature and kind shall be permitted on any Lot.

e) Mobile Homes, Vehicle Storage

No mobile home shall be constructed, parked, stored or maintained on any Lot and no compounds or facilities for the storage of travel trailers, boats, boat trailers, truck campers, house trailers, nor any derelict or unlicensed motor vehicle shall be constructed.

f) 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.

g) Antennae

No pole, mast, antenna or aerial structure shall be installed or maintained on any Lot. No satellite dishes or exterior television receiving dish or antenna of any sort shall be permitted on

any Lot except such dishes as are less than 30" in diameter. Each owner must paint the dish to be the same principal colour as the home.

h) 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.

i) Fences

No permanent fencing shall be constructed which face on the front façade of any residence. Fencing may be constructed on corner lots along the side street provided the front entrance to the residence does not face the side street. All fencing materials must be approved for such purposes by the Developer prior to construction. Fences Constructed for the purpose of dog runs, child protection areas and swimming pools, or for any other purpose within the Lot, must be 54" in height and must be not less than 10' set back from the boundary of the Lot in question.

j) Utility Lines/Propane Tanks

All power, telephone, water, sewer, television and other utility lines servicing any Lot shall be installed underground. All individual propane tanks must be located in a discreet location at the rear of the principal residence, and shall be fenced or surrounded by shrubs.

k) Tree Removal for construction only

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 approval of plans and construction phase of development, as set out in section 4 hereof. Any tree removed for reasons other than normal clearing for construction shall be immediately replaced with nursery stock which is at least three years old, provided such tree may be of a different species than the tree removed.

## **Section 2 – Architectural Guidelines**

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

The architectural theme for residences and all other related components of the Subdivision is alpine mountain, however, bungalows are permitted. Preferred materials will generally include metal or architectural fiberglass roofing, rough-sawn timber beams and columns, wood battens, horizontal wood siding and wall cladding, stone and rock accents, and other such complementary products. Homes located on interior streets may utilize metal soffit and fascia and metal downspouts.

The configuration, shape and form of residences and permitted related improvements should reflect and integrate the existing natural and man-made opportunities and constraints. The natural features would include topography, view lines, tree cover, sun exposure and other such issues.

The man-made conditions would include road access, servicing, utilities, drainage and adjoining property development.

a) Homes - Style & Size

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

- i) single story, no walkout basement permitted- 1800 sq. ft. per floor;
- ii) split level — 1800 sq. ft. (above grade); 1000 sq. ft. on main floor;
- iii) two story – 1800 sq. ft. (total) with 1000 sq. ft. on main floor;
- iv) duplexes – 1550 sq. ft per side.

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 Subdivision. Residences must incorporate some features of timber frame construction on the exterior of the residence, although such features may be by way of accent and decoration and must not necessarily be structural.

b) 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 or one double wide segmented garage door.

c) Accessory Buildings

The use of accessory buildings for storage shall be permitted. All accessory buildings must match in exterior appearance the residence.

d) Outside Walls

Outside walls should be articulated to provide character on the front and rear elevations.

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

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, or 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. Formed concrete is also permissible. On corner Lots, the side elevation facing the side street will require the same detailing as the front elevation. Vinyl siding is not permitted.

e) Roofs

All house roofs shall have a minimum pitch of 4 in 12 and up with minimum eave and gable extensions of 16", although barn roofs with some flat areas are acceptable. Roof cladding shall consist of pre-finished metal, terra cotta, clay, concrete, asphalt composite (architectural grade), fibreglass, or other such low-combustible materials. Telsa roof tiles which are individual solar panels are acceptable. Cedar or wood shakes and shingles are not permitted.

f) Fascias and Soffits

All eaves troughing and downspouts shall be colour-coordinated with the trim of the house, but eaves troughing shall not be essential in all areas. Exposed wooden rafter tails are permitted. All eaves must be closed in and vents, including soffits, must be screened for fire protection reasons.

g) Exposed Foundations

Exposed concrete from basement foundation walls shall not be more than 36". Exposed foundation faces or greater than two feet shall be parged.

h) Balconies, and Porches and Verandas

Main floor porches and verandas on second-story balconies are permitted on the street side of any Lot. Balconies can be provided along the sides and rears of houses as setback requirements permit. The undersides of balconies and decks must be sheathed with flame resistant materials.

i) Fireplaces and Chimneys

Propane and wood pellet or gas fireplaces or stoves are acceptable, however, no wood burning fireplaces or wood stoves are permitted except those using wood pellets. 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.

j) Colours

No house shall have more than two colours displayed on any exterior wall, excluding natural wood and stone. Medium to dark earthtone colours are allowed and white is not permitted except white material may be used such as white vinyl doors and/or white vinyl window frames.

k) Exterior Lighting

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

- i) no mercury vapour lamps, or lamps which emit light with a similar character;
- ii) no neon lamps, or tube lighting of any kind;
- iii) 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.

l) Signs

No signs shall be constructed or erected on any lot within the Subdivision with the exception of the following:

- i) 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;
- ii) temporary construction signs (during the time of construction, only) denoting the architects, engineers, contractor and other related subjects, shall be permitted;
- iii) identification signs showing the name of the owner or occupant, and/or the house number or name, not to exceed 12" in height;
- iv) any sign erected by the Grantor; and
- v) street identification signs erected by the Grantor.

### **Section 3 - Construction Covenants**

Each owner shall abide by the restrictions described below during the course of any construction upon the owner's Lot, and prior to the commencement of construction.

a) 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.

b) 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. 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. 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.

c) Compliance with Laws

Each owner shall comply with all laws governing or administering the construction of improvements upon the owner's Lot.

### **Section 4 - Procedures for Approval of Plans and Construction**

No construction (including any grading, excavation or fill work) shall be performed or commenced on any Lot without the prior approval of the Grantor.

a) Prior to Approval

Prior to application to the Town of Golden for a building permit, each Lot owner shall:

- i) provide to the Grantor all architectural plans and specifications in respect of the proposed design and construction of the proposed improvement upon the Lot;
- ii) make formal application for a building permit only after receipt of the Grantor's approval of the proposed improvements.

Plans and specifications shall include:

- I) a site plan for the parcel showing
  - (A) proposed building locations,
  - (B) existing and proposed contour lines,
  - (C) proposed location of all amenities and utilities,
  - (D) proposed auto access, and
  - (E) proposed parking. The siting of the building shall allow for green spaces between properties and comfortable side yards for neighbouring properties. Final siting of all buildings shall be determined by the Grantor;
- II) a grade slip showing the elevations for lowest top of footings and the final grade;
- III) working drawing of the floor plans;
- IV) drawings showing all elevations of all improvements;
- V) description of exterior materials and colour, with samples;
- VI) a landscape plan showing locations of existing trees and proposed landscape plan;
- VII) the owner's proposed construction schedule shall provide for completion within eighteen months of the date of the Grantor's approval under this Section, excepting landscaping and driveway completion, which shall be completed within twenty-four months of the Grantor's approval.

b) Construction to Commence Within Five Years

Construction of the owner's residence must be commenced within 5 years of the date of registration of title to the original owner thereof. Construction will be deemed to commence upon the owner's receipt of a building permit from the Town of Golden. Full landscaping must be completed within one year from the date the residence is first occupied, including lawn installation.

c) Subsequent Changes

Any amendment, variation, change, omission from or addition to any item previously approved by the Grantor (other than amendments, variations, changes and additions which are immaterial or insubstantial) shall require the Grantor's prior approval.

d) Completion of Work

All work approved by the Grantor shall be prosecuted to completion diligently and in good faith. Promptly upon the completion of any work for which the approval of the Grantor is required, the owner doing such work or for whom such work was done shall give written notice

thereof to the Grantor, and within ten business days (10) days thereafter the Grantor, of the Grantor's duly authorized representative may inspect such work to determine whether it was done in compliance with the Grantor's approval, and shall notify the owner of any non-compliance within such ten business days (10) day period, whereupon the owner shall remedy such non-compliance within a period of fifteen (15) days after notice of such non-compliance is received by the owner, or if such non-compliance reasonably cannot be remedied with the said 15-day period, the owner shall begin to remedy such non-compliance within the said 15-day period and with due diligence shall remedy such compliance as soon as reasonably possible. Upon final completion of the improvements the owner shall apply to the Grantor for a completion certificate. Upon receipt of same, the owner will be entitled to a refund of the aforesaid security deposit, subject only to the provisions of sub-paragraph (e) below.

e) Breach of Covenant

The owner will not allow any breach of any of the covenants contained herein to continue for a period in excess of fifteen (15) days after notice in writing is delivered to the Lot owner by the Grantor, which notice may be left posted on the Lot to the attention of the owner and shall be deemed delivered the day after such posting. In the event the owner allows such breach to continue, then the Grantor may cause such work as may be necessary to cure such breach to be performed and the cost thereof including any administrative and legal costs shall be a debt owing by the owner, payable on delivery to the owner of such Lot of an invoice for such work. The above-mentioned security deposit may, at the option of the Grantor, be applied by the Grantor to the payment of such curative work, administrative and/or legal costs, in which case the owner shall have no further right to repayment of the said security deposit.

f) Rejection of Approval

Any rejection of a request for approval with respect to these restrictions shall be final and binding and shall not be open to question by the owner of the Lot. Failure of Grantor to enforce these restrictions or to exercise the power of the Grantor in a judicial manner shall not render the Grantor liable in damages or to any claims or demands whatsoever.

g) Alterations, etc.

After construction of any improvement upon the Lot is completed, no owner shall, except with the prior approval of the Grantor, make any alterations to such improvement which would affect the exterior appearance thereof.

h) Exterior Maintenance

Each owner shall maintain the exterior of all improvements so that the exterior does not in any way appear to be in a state of disrepair or neglect. Any change in exterior colour or material will require the prior approval of the Grantor.

## **Section 5 - Lapse of Architectural Guidelines**

The Architectural Guidelines set out in this Building Scheme will lapse fifteen years from the date on which the subdivision plan for Phase Three of the development is accepted for final

registration in the Land Title Office. After that time, no person shall have the right to enforce the Architectural Guidelines against any homeowner located within Phase Three.