

Subdivision Plan of
the NW1/4 of Sec 29, Tp 21, R 10,
W6M, KDYD
Except Plans H14421, KAP72310, KAP76080,
KAP76084, KAP79603, KAP80838, and KAP85109

PLAN EPP55009

BCGS 82L.084

The intended plot size of the plan is 200mm in width by 250mm in height (D size) when plotted at a scale of 1:1,500

TABLE OF BEARINGS

Station	Bearing	Distance
1	112° 15' 00"	100.00
2	102° 15' 00"	100.00
3	102° 15' 00"	100.00
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19	102° 15' 00"	100.00

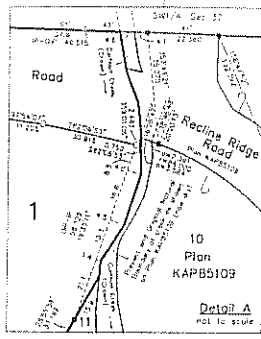


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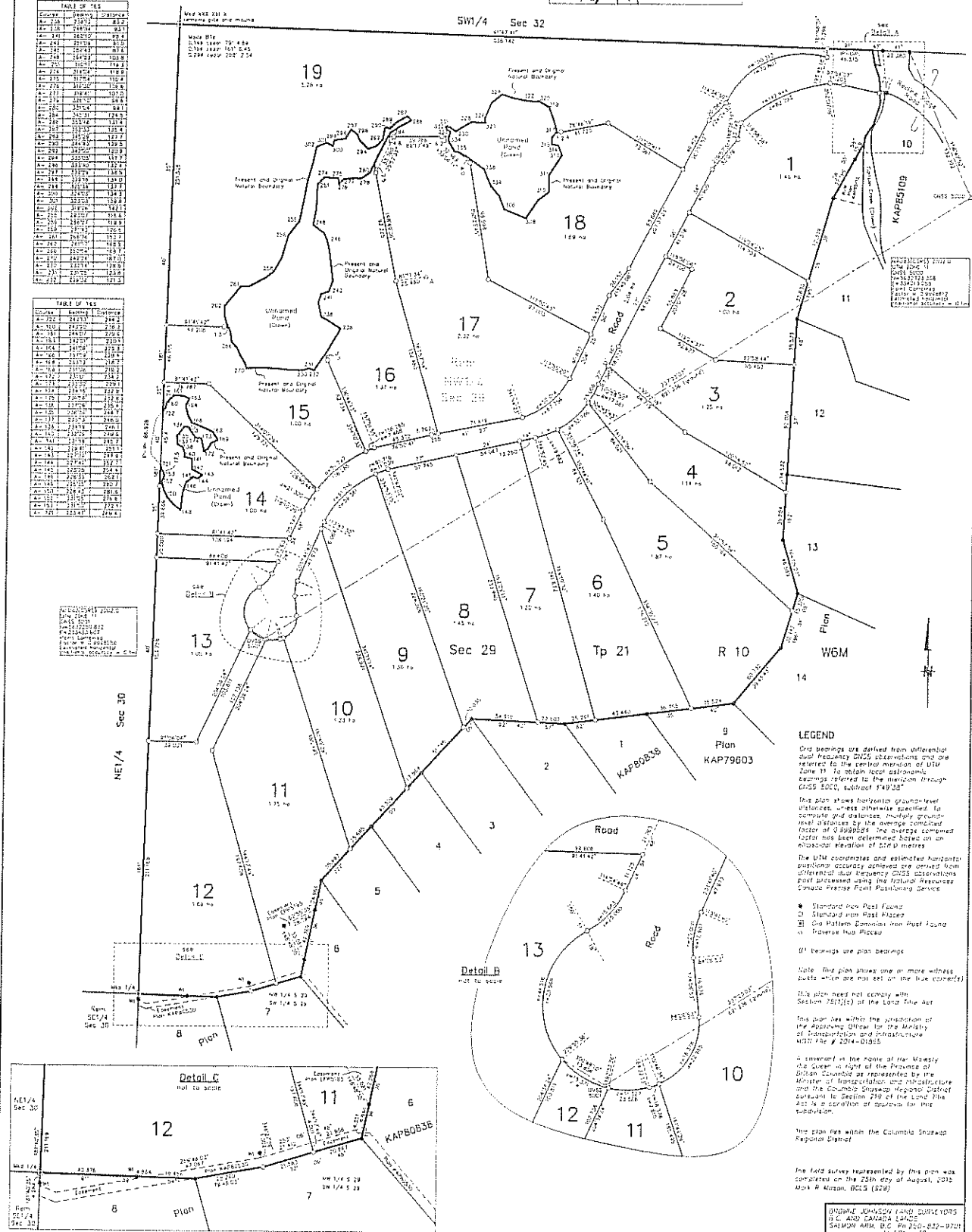
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LEGEND

Grid bearings are derived from differential GPS observations and are referred to the vertical meridian of UTM Zone 11 to obtain local easting bearings referred to the meridian through GRS 8000, subfoot 149.32.

This plan shows horizontal ground-level distances, unless otherwise specified, to compute grid distances. Multiply ground-level distances by the average combined factor of 0.999995. The average combined factor has been determined based on an assumed elevation of 500.0 metres.

The UTM coordinates and estimated horizontal positions accuracy achieved are derived from differential GPS observations post processed using the National Resources Canada Precise Point Positioning Service.

- Standard Iron Nail Found
- Standard Iron Nail Found
- Standard Iron Nail Found
- Standard Iron Nail Found

BT bearings are plan bearings.

Note: This plan shows one or more witness points which are not set on the true corner.

This plan need not comply with Section 20(2)(c) of the Land Title Act.

This plan lies within the jurisdiction of the Registrar General for the Ministry of Transportation and Infrastructure and the Columbia Sturgeon Regional District pursuant to Section 210 of the Land Title Act in a portion of survey for the subdivision.

This plan lies within the Columbia Sturgeon Regional District.

The field survey represented by this plan was completed on the 25th day of August, 2012
Mark R. Kuzan, BCLS (S28)

BRUNNEN, JOHNSON & ASSOCIATES
P.L.L.C. AND CANADA INC.
Geomatics and Surveying
200-1000-1000-1000-1000
P.O. Box 1000
P.O. Box 1000

8/16

17 NOV 2005 11 44 KX165529
LAND TITLE ACT
Form 35
(Section 220(1))

C6475

DECLARATION OF BUILDING SCHEME

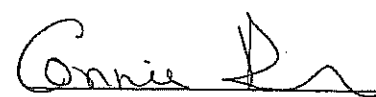
Page 1 of 8

NATURE OF INTEREST: Charge: Statutory Building Scheme
HEREWITH FEE: \$64.75

Address of person entitled to apply to register this building scheme:
Full name, address and telephone number of person presenting application:

Lisa Letourneau
c/o Wayne M. Letourneau, Notary Public
P.O. Box 3009, Salmon Arm, BC
V1E 4R8, Telephone: (250) 832-9319

01 05/11/17 11:45:18 01 KL 884175
CHARGE \$64.75


Signature of Authorized Agent

647497 B.C. LTD., (Inc. No. 647497), of Site 8, Box 8, Dewinton, AB, T0L 0X0, as to an undivided 1/2 interest, and, BRADLEY WILLIAM OSBORNE, Businessman, and LINDA OSBORNE, Homemaker, both of 43 Edgeview Heights NW, Calgary, AB, T3A 4W8, as to an undivided 1/2 interest as JOINT TENANTS

1. We are the registered owners, in fee simple, of the following lands:

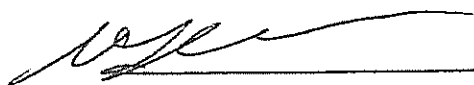

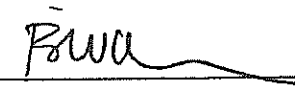

- Lot 1 Plan KAP 79603, Sec. 29, Twp. 21, Rng. 10, W6M KDYD.
- Lot 2 Plan KAP 79603, Sec. 29, Twp. 21, Rng. 10, W6M KDYD.
- Lot 3 Plan KAP 79603, Sec. 29, Twp. 21, Rng. 10, W6M KDYD.
- Lot 4 Plan KAP 79603, Sec. 29, Twp. 21, Rng. 10, W6M KDYD.
- Lot 5 Plan KAP 79603, Sec. 29, Twp. 21, Rng. 10, W6M KDYD.
- Lot 6 Plan KAP 79603, Sec. 29, Twp. 21, Rng. 10, W6M KDYD.
- Lot 7 Plan KAP 79603, Sec. 29, Twp. 21, Rng. 10, W6M KDYD.
- Lot 8 Plan KAP 79603, Sec. 29, Twp. 21, Rng. 10, W6M KDYD.
- Lot 9 Plan KAP 79603, Sec. 29, Twp. 21, Rng. 10, W6M KDYD.
- That Part of the SW 1/4 of Sec. 29, shown on Plan B3236 Twp. 21, Rng. 10 W6M KDYD Except Plans H14421, KAP 76080, KAP76084 and KAP 79603
- The NW 1/4 Sec. 29, Twp. 21 Rng. 10 W6M KDYD Except Plans H14421, KAP72310, KAP76080, KAP76084 and KAP 79603.

(hereinafter called the "Property")

- 2. We hereby create a building scheme relating to the Property.
- 3. A sale of the Property is subject to the restrictions enumerated in the schedule attached or annexed hereto.

Authorised Agent
MACKINLAY AGENCIES LTD.
formerly Central Survey Services

4. The restrictions shall be for the benefit of the Property and the registered owners.

Officer Signature(s)	Execution Date			Transferor/Borrower/Party Signature(s)
	Y	M	D	
 Wayne M. Letourneau P.O. BOX 3009 SALMON ARM, B.C. V1E 4R8 As Notary Public PHONE (250) 832-9319	2005	09	23	647497 B.C. LTD. by its authorized signatory(ies)  David den Hollander  Bradley William Osborne  Linda Osborne By her Attorney Bradley William Osborne, See DF# KX131821

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

*If space insufficient, enter "SEE SCHEDULE" and attach Schedule in Form E.
 **If space insufficient, continue executions on additional page(s) in Form D.

The following Restrictions will direct Purchasers, Designers, and Builders toward appropriate building forms and details. The purpose of these restrictions is to create guidelines to establish a high level of quality design in the community.

1. **Definitions:** For the purpose of this statutory building scheme the following words or phrases shall have the following meanings:

- a) **Developer** - shall mean Recline Ridge Estates (Recline Ridge) or any person or corporation from time to time designated by Recline Ridge.
- b) **Building** - shall mean all buildings and structures of any type or kind located above or below ground level.
- c) **Building Plans** - shall mean complete plans and specifications of any proposed addition or extension to any Building showing, site, plan showing locations, elevations of the building constructed, building cross-sections and floor plans including all dimensions, type, and quality of building material (including roofing), exterior finish materials with colour scheme and type of drive ways.
- d) **Building Schemes** - shall mean the Declaration of Building Scheme to which this Schedule of Restrictions is attached, together with this Schedule of Restrictions.
- e) **Lot** - shall mean any single legally subdivided area created from the lands described in paragraph 1 of the Declaration of Building Scheme to which this Schedule of Restrictions is attached and against which this Building Scheme is registered in the Land Title Office.
- f) **Owner** - shall have the meaning attached to it in the Land Title Act and in addition shall include any person with an equitable interest in any Lot.

2. **Plan Approval**

Any person planning to build or make an exterior alteration to an existing building shall submit two (2) sets of Building Plans with samples of exterior colours (**earth tones only**) to the Developer not less than two (2) weeks prior to commencement of construction. The Developer shall review all Building Plans and approve or reject the application based on the adherence of the Building Plans to these restrictions. The Developer shall keep one set of plans on file. Approval will not be unreasonably withheld. Construction, including excavations, shall not commence until the owner receives approval from the Developer in writing.

Setbacks for all dwelling structures, garages, sheds and other buildings shall not be less than 10 Meters from the front and rear edge of the property. Side yard setback requirements for all structures shall be 5 meters. Exceptions may be granted in certain circumstances but approval must be obtained from the developer.

A setback is the shortest distance between a lot line and a building line.

3. **Specifications**

All buildings must be contained within the building envelope established by reference to the zoning and building bylaws of the Columbia Shuswap Regional District or within any greater restrictive building envelope required by the Developer for the purpose of minimizing interference with the privacy and primary view of the neighboring (but not limited to adjacent) Lots.

4. **Sizes**

Single story residences shall have no less than 1250 sq. feet of floor space on the main floor (excluding garages). Two story residences shall have no less than 1000 sq. feet of floor space on the main floor (excluding garages).

5. **House Type**

Mobile homes, modular homes, recreational vehicles and manufactured homes assembled off site shall not be permitted as residences on any Lot. Licensed recreational vehicles may be parked on site after

construction and may be used as a temporary residence on site during construction provided that a recreational vehicle used as a temporary residence during construction shall be removed from the Lot if construction is stopped for more than a 30 day period and no hook-ups, structures, fixtures or skirting of a permanent nature can be installed or built onto or around the recreational vehicle.

6. Other Buildings

Ancillary residential buildings detached from the main house will not be approved and are not allowed. Suites above garages will be allowed but plans must be submitted and approved by developer; however no approval shall be granted for such structures prior to the commencement of construction of the main building.

7. Fences

Back and side yard fenced shall not exceed 1.5 meters in height. Front yard fences will not be allowed except for ornamental fencing not exceeding 1.0 meter in height designed to complement the design of the house. No fencing that may have the effect of restricting the view of adjoining Lots shall be allowed.

8. Completion

The exterior of the building must be completed within 12 months from the date of commencement of construction. There shall be no time limit with respect to the commencement of construction.

9. Installation of Landscaping

Landscaping shall be substantially completed within one (1) year of the completion of the exterior of the home. All unsightly debris must be removed and the Lot kept in a neat and tidy condition at all times.

~~10. Performance Bond~~

~~Upon submission of the building plans to the Developer, as provided in paragraph 2 hereunder, the owner shall submit to the Developer a Performance Bond in the amount of two thousand (\$2,000.00) dollars (held in trust by the Developers Lawyer) until the landscaping has been completed to the satisfaction of the Developer.~~

11. No Excavation

No excavation or removal of soil, sand, or gravel from any of the Lots shall be allowed except at the time of commencement of construction and during the construction process for normal clearing, leveling, excavating, or landscaping in connection with the construction. Excavation must not be commenced until approval in writing from the Developer has been obtained.

12. Building Standards

No person shall erect any buildings or any other structures upon the said Lots unless it shall conform to minimum National Housing Standards, requirements of the BC Building code and the By-laws of the Columbia Shuswap Regional District which may from time to time have jurisdiction over the said lots, as well as the Department of Health and the Department of Highways requirements and standards.

13. Signs

No billboards, placards, advertising, or signs of any kind other than signs advertising the location of a professional practice or home occupation or standard real estate signs shall be erected or displayed on any Lot or on any building or in any window or door of any building without the prior written consent of the Developer.

14. Residential Use Only

No lot or building constructed thereon shall be used other than for residential purposes but this restriction shall not prevent the carrying on of a professional practice or other home occupation within a residence. No trade, businesses, or manufacturing in retail storefronts, auto work, industrial or commercial will be permitted.

15. Parking of Commercial Vehicles and Equipment

No person shall habitually park, allow or suffer to be parked on any Lot or within the subdivision area any logging truck, bulldozer, or any other machinery or equipment or vehicle over 1 ton except equipment used in actual construction on the said Lot during the period of construction.

16. Parking of Recreation Vehicles

No Recreational vehicle shall habitually be parked on the subdivision street nor shall a recreational vehicle habitually be parked on a Lot except in a location that is not highly visible from the street and not within the front building set-back established by the Columbia Shuswap Regional District or other authority.

17. Storage of Refuse and Vehicles

No person shall store, keep, or permit to be stored or kept on any Lot any junk, waste, refuse, wreckage, motor vehicles, salvage materials or other goods that may be or may not be seen to be a nuisance, visual, or otherwise. The Developer reserves the right to decide what fits into the above categories.

18. Animals

No Roosters, swine, sheep, cows or other livestock of any kind shall be kept on any Lot. A small number of laying hens for personal egg consumption are the only exception, but written approval must be obtained from the developer. Domestic pets such as cats and dogs shall be allowed but dogs must be strictly controlled at all times and must not be allowed to wander freely. No commercial kennels are permitted.

19. Nuisance

No Lot owner or occupier shall create, allow, or permit, any nuisance, loud noise, excessive smoke or pollution of any kind on, or emit from, the Lot.

20. Burning Restrictions

There shall be no burning of refuse other than the controlled burning of leaves in accordance with the By-laws of the Columbia Shuswap Regional District.

21. No Subdivision

No Lot shall be subdivided without the written approval of the Developer.

22. Compliance with the Department of Health

Construction and installation must comply with BC Interior Health Authority regulations. Septic tank and field must be built in accordance with BC Interior Health Sewerage System Regulations.

23. Retention of Trees

No live green Evergreen trees with a base diameter exceeding 6 inches shall be cut down or removed except, as many may be required for construction of buildings, roads, pathways, or driveways or impairing views as outlined in #24.

24. Restrictions on Trees and Tree heights

No Lot owner shall permit nor allow any tree in excess of seven (7) meters in height to remain or grow on any Lot in such a manner that it impairs or impedes the view of Shuswap Lake and Salmon Arm for any other Lot owner.

25. Topping of Trees

Any Lot owner whose view of the Shuswap Lake and Salmon Arm is impaired or impeded by the tree or trees whose height is exceeding ten (10) meters may give notice to the Lot owner requiring that the tree be topped to ten (10) meters or less in height.

26. Arbitration

If within a reasonable time from the demand of topping any tree(s) such tree(s) is not topped as herein before required then the party demanding the remedy of topping may give notice to the lot owner requiring arbitration of the issue. A single arbitrator shall conduct the arbitration if one can be agreed upon by both parties within thirty days and otherwise by two Arbitrators, one to be appointed by each side within the further thirty days. The arbitrators so chosen shall have the power to appoint an umpire pursuant to the provisions of the Commercial Arbitration Act and the decisions of the arbitrators shall be final and binding upon the parties.

27. Arbitrators to Consider

The arbitrator(s) shall determine whether or not the tree(s) complained about in fact impairs or impedes the view of the Shuswap Lake and Salmon Arm of the landowner and may consider in reaching their decisions as factors, including without limiting the generality of the foregoing the presence or absence of dwellings on the lands and the effectiveness of ineffectiveness of removing or topping the tree(s) by reason of terrain or the existence of other tree(s) or structures that would continue to impair or impede the view.

28. Decision of the Arbitrator

The arbitrator(s) may order that any tree(s) that impair or impedes the view of the Shuswap Lake and Salmon Arm shall either be topped or removed in its entirety and the owner of the Lot shall carry out any such award within the time to be set by the Arbitrator(s). Where the arbitrator(s) determine that the tree(s) complained about do not impair or impede the view they may also order that no further applications for arbitration may be made in respect of the Lot in question by the complainant in question for such a period of time as the arbitrator(s) may in their sole discretion deem appropriate.

29. Cost of Arbitration

The arbitrators shall determine and award the costs of arbitration as they see fit.

30. Enforcement of Agreement

The restrictions set forth in any part of this agreement shall be enforceable by the Developer or by any Lot owner.

LIMITS AND LIABILITIES

1. The provisions hereof shall be in addition, not in substitution for, generally applicable laws, ordinances, rules, regulations or orders of governmental authorities applicable to the Lots.
2. If a provision or provisions herein contained shall be found by any court of competent jurisdiction to be illegal, invalid, or for any reason unenforceable or void then such provision or provisions shall be deleted here from and the provisions so deleted were never herein contained.
3. No person who is or has been an Owner of any Lot is liable for a breach of any of the provisions hereof if such a breach arises after such person has ceased to be an Owner of such Lot in connection with which the breach has occurred.
4. The provisions here fore have been instituted for the general benefit of all Owners of all of the Lots from time to time and which Owner agreeing to buy any of the Lots acknowledges such general benefit and the personal benefit attaching to the Lot(s) purchased.
5. Neither Recline Ridge Estates nor the Approving Agent(s), nor any of their respective agents, servants, or employees, shall be liable for any or all loss, costs, liabilities, claims, damages or injury to any person arising out of:
 - a) The approval or deemed approval of any Building Plans; or
 - b) A failure to enforce any of the provisions herein contained;

And whether caused by the negligence of the willful act of Recline Ridge Estates, the Approving Agent, or any other their respective agents, servants, or employees or otherwise (herein collectively called the "Liabilities"). Each of the Owners of the Lots from time to time hereby releases Recline Ridge Estates, David Den Hollander, the Approving agent, and each of the respective agents, servants, and employees, in respect to of the Liabilities.

6. No condoning, excusing or waiver by any person of any default, breach or non-observance by any other person at any time in respect of any provision herein contained shall operate as a waiver in respect of any containing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of any person in respect of such continuing default, breach, or non-observance, and no waiver shall be inferred or implied by anything done or omitted to be done by the person having such rights.
7. Any and all reasonable legal fees and disbursements incurred by the Approving Agent for the enforcements of, or the restraint of the violation of the Building Scheme or any other provision of the Building Schemes shall, upon demand of the Approving Agent, be paid and reimbursed to the Approving Agent by the Owner or the Owners of the Lot(s) in respect of which the Approving Agent incurs such legal fees and disbursements for the enforcement of, or the restraint of the violation of, this Building Scheme.
8. This Building Scheme constitutes a charge on the Lots which shall run with and bind all of the Lots and every part thereof, and render the Owner, each purchaser, lessee, sub-lessee and occupants of any Lot or any part thereof subject to the restrictions herein set out and confer on them the benefits herein set out.

9. This Building Scheme and all of the restrictions set out in this Schedule shall be effective from and after the date of execution of this Building Scheme by Recline Ridge Estates.

End of Document.