



Cascade Ridge on Pattison Creek Residential Acreage Lots

SCHEDULE OF RESTRICTIONS

1.0 CONSTRUCTION REQUIREMENTS:

- 1.1 There shall not be constructed, placed, erected or maintained on any lot any dwelling, building or other improvements whatsoever unless and until plans and specifications therefor showing compliance in all respects with these restrictions and showing elevations, siting, size, colour scheme and all materials to be used have been submitted to and approved in writing by **Interval Investment Inc.** (the “Company”) or by its authorized agent or agents who shall have the right and power to approve or arbitrarily reject same. All such submissions shall include landscape plans identifying and locating new planting, existing plants to be retained and existing plants to be removed.
- 1.2 The construction of any dwelling, building or other improvements on a lot shall commence within six (6) months of the date of granting of such approval of the plans and specifications, otherwise such approval shall be null and void.
- 1.3 Construction of the approved dwelling, building or other improvements shall be proceeded with diligently and continuously from commencement of construction until completion thereof which shall not be later than twelve (12) months from the date of approval of plans by the Company.
- 1.4 A deposit of \$2,000 for each house to be constructed shall be submitted to the Company to ensure compliance with approved plans, to repair any damage to adjacent properties or municipal services (roads, curbs, lights, etc.) and to carry out any street cleaning required as a result of the house construction. This deposit shall be held until such time as all work has been approved by final inspection by the Company and an occupancy permit has been issued.
- 1.5 After approval by the Company of any plans and specifications for any of the lots is provided in writing, and if changes are desired to either the plans or specifications, the plans and/or specifications outlining each of the changes shall be submitted to the Company or its agent for approval in writing before any changes are constructed.

2.0 SITE

2.1 Setbacks - Minimum setbacks for all yards will conform to those established by the Fraser Valley Regional District for RS-2 zoning. Increased setbacks may be prescribed by the Company in the interest of tree preservation, variety in the streetscapes or maximization of privacy.

All buildings, structures, and pools shall be sited not less than 8 metres from the front, rear and every exterior-side lot line and shall be sited not less than 6.0 metres from the high water mark of any watercourse.

All buildings, structures, and pools should be not less than 8.0 meters from an interior side lot line and in no case shall they be sited not less than 3.0 metres from an interior-side lot line. Note item 2.7 regarding trees.

2.2 Site Coverage and House Site - Site coverage shall be in accordance with Fraser Valley Regional District RS-2 zoning requirements. The total finished floor area of the dwelling on a lot excluding garage, decks and patios shall not be less than 116 square metres (1250 sf) on the main floor.

2.3 Parking - All driveways or other vehicular access on a lot or to improvements constructed on a lot shall be paved, exposed aggregate, stamped concrete, or interlocking brick, or a combination thereof for a minimum of 15 metres from the street entry. Gravel driveways shall not be permitted in the first 15 metres.

There shall not be parked or permitted to be parked on any street or road adjoining a lot during the time from dusk to dawn any vehicle whose gross vehicle weight exceeds 5,500 kgs except as may reasonably be required during the construction of any improvement.

2.4 Lot grading shall generally follow the natural ground form.

2.5 Retaining walls shall not exceed 0.6 metres in height above the finished grade. Retaining walls shall be constructed of architectural concrete, stone, brick, or other approved materials.

2.6 Exposed concrete foundation walls of any dwelling shall not be a significant portion of any building face.

2.7 Every reasonable effort shall be made to site the dwelling or adjust the design of a dwelling on a lot to minimize tree removal. No trees or desirable plants shall be cut or removed from any lot except those that are dead or which constitute a safety hazard. The Company shall have the right to, but shall not be required to, require any owner of a lot to

top, trim, or cut down any tree or trees situated on their lot if it is dead or creates a safety hazard.

2.8 Primary landscaping should be completed within one (1) year of completion of the dwelling.

2.9 No fencing shall exceed six feet in height.

3.0 ARCHITECTURAL REQUIREMENTS:

3.1 House Types and Design - Architectural design shall be of a high quality level and must be to the Company's satisfaction in all respects.

The following house types shall be permitted:

- (a) Single Level Homes ("Ranchers")
- (b) Split Level Homes
- (c) Two Level Homes

All houses shall have ground floor living space. Grade-entry or split entry basement homes shall not be permitted. Manufactured homes and mobile homes shall not be permitted. Basement windows shall not be allowed on street fronting elevations except in cases where the architectural design or topography will justify them.

No elevation shall contain more than two above grade levels at any wall face.

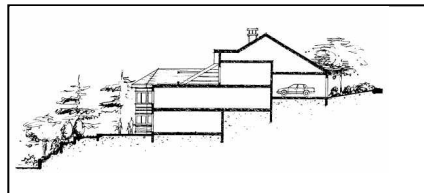


Figure: Typical treatment on side slopes.

3.2 Roof and Eaves:

Abrupt changes in height of eaves and fascias shall be avoided from house to house. Roofs shall be multi-level to create architectural interest and shall be similar in slope and configuration.

Exterior faces of all roofs shall be finished with concrete tile, cedar shingles, or high quality duroid. Contemporary designs calling for a flat roof or tar and gravel roofing will only be permitted where the design of the home is a very high calibre.



The minimum roof pitch shall be 4 in 12. Sudden and dramatic change in roof slope should be avoided.

All roof stacks, flashings, etc., shall be of a colour compatible with the roof. Rain water leaders and soffits shall be painted to match the trim colour as selected or in a compatible colour if prefinished.

- 3.3 Exterior finishes - All exterior faces of dwelling may be finished in brick, natural cedar siding in solid or semitransparent stain, stucco, or vinyl. No aluminum siding shall be permitted. Stucco must be sand float finished and properly sealed to prevent discolouration.
- 3.4 Colours- the following colour schemes shall generally be acceptable:
Natural low contrast - natural colour wood stain (solid or semi-transparent) with blending trim colour.
Natural high contrast - natural colour wood stain (solid or semi-transparent) with contrasting trim colour.
Heritage colours - subdued pastel colours with contrasting trim colour.
- 3.5 Exterior lighting - Exterior light fixtures shall be located and directed so as to not cause glare or illuminate adjacent lots.

4.0 GENERAL REQUIREMENTS

- 4.1 No dwelling shall be occupied by any person unless and until such dwelling, including the exterior thereof, is substantially finished and an occupancy permit has been issued.
- 4.2 No owner or occupier of any lot shall cause, commit, suffer, authorize or permit any act of nuisance to originate or emanate from his lot.
- 4.3 There shall not be stored, kept nor permitted to be kept or stored on any lot, or on any road or street adjoining any lot, junk, or wrecked or partially wrecked motor vehicles, or any salvage materials, nor shall any waste or refuse be kept or stored upon any lot.
- 4.4 No owner or occupier of any lot shall keep or permit to be kept chickens, pigs, turkeys, or farm animals with the exception of horses, llamas, or other animals as approved in writing by the Company. The site zoning permits a maximum of 4 animals at any time. No animals shall be permitted to run wild or uncontrolled within the subdivision.

- 4.5 In the event of any breach of any one or more of the above terms and specifications, the Company or its agent, so long as the Company owns a lot or lots within the Development, shall have the right but shall not be obligated to enter upon any lot and abate or cure, at the expense of the owner of the lot who is in such breach, any such breach capable of abatement or cure and such owner shall pay to the Company forthwith upon demand all costs incurred by the Company in such abatement or cure and such costs shall constitute a charge upon such owner's lot and may be collected by the Company in a court of competent, jurisdiction.
- 4.6 Nothing herein contained shall be construed or implied as imposing on the Company, its agents or employees, any liability in the event of noncompliance with or non-fulfillment of any of the terms, restrictions and benefits set forth herein and no liability or responsibility whatsoever shall be incurred by the Company, its agents or employees, in the performance or non-performance of their rights and obligations herein.
- 4.7 The restrictions set forth herein shall be in addition to and not in derogation of the by-laws from time to time of the District of Mission or Fraser Valley Regional District, any development agreement between the Municipality and the Company, and the obligations and liabilities imposed by statute or common law on the owners and occupiers from time to time of the lots, all of which shall be duly observed and complied with.

End of Document

Contact :

Interval Investment Inc.
c/o Mr. Steve Dimond, M.Sc., P.Eng.
604-820-6700 TEL
604-820-6701 FAX
Mission, BC
cascade@canvest.com
<http://www.missionbc.com/cascade/>