

LAND TITLE ACT
Form 35
(Section 216(1))

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST CHARGE: Statutory Building Scheme

HEREWITH FEES OF: \$66.15

Address of person entitled to apply to register this building scheme:

Registered owner

Full name, address, and telephone number of person presenting application:

MULLIN DEMEO, Barristers and Solicitors

1626 Garnet Road, Victoria, B. C., V8P 3C8 Phone: 477-3327

File: Sentinel Ridge/50087/JDM/jan

Signature of Applicant or Solicitor or Authorized Agent

0704315 B.C. LTD. declares that:

1. 0704315 B.C. LTD. is the registered owner in fee simple of the following land (the "Lots"):
Lots 1 to 30, of District Lot 80, Malahat District, Plan VIP _____
2. 0704315 B.C. LTD. hereby creates a building scheme relating to the Lots.
3. A sale of any of the Lots is subject to the restrictions enumerated in the schedule attached or annexed hereto.
4. The restrictions shall be for the benefit of all the Lots.

OFFICER SIGNATURE(S)

EXECUTION DATE

Y	M	D

0704315 B.C. LTD.
by its authorized signatory:
signatory

Name: William Beadle

**SOLICITOR OR NOTARY
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.

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS

We, COAST CAPITAL SAVINGS CREDIT UNION, of Victoria, BC, the holder of the following registered charges, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our Mortgage No. CA152685 and Assignment of Rents No. CA152686.

OFFICER SIGNATURE(S)

EXECUTION DATE

Y	M	D

**COAST CAPITAL
SAVINGS CREDIT UNION**
by its authorized signatory:

Name: _____

SOLICITOR OR NOTARY

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.

**BUILDING SCHEME
SCHEDULE OF RESTRICTIONS**

1. DEFINITIONS

- (a) "Developer" means 0704315 B.C. LTD. and includes its assigns and successors.
- (b) "Lot" means any of the 30 residential building lots, in whatever phase, intended to be created by subdivision of the Land, and "Lots" has a corresponding meaning.
- (c) Purchasers and their successors in title of the Lots are subject to this Statutory Building Scheme and are hereinafter referred to as the "Owner" or "Owners".

2. APPROVAL OF PLANS

- (a) No dwelling, building or other improvements shall be constructed, placed, erected or maintained on any Lot unless and until plans and specifications showing compliance in all respects with these restrictions and providing elevations, siting, size, colour scheme, landscaping and all materials to be used have been submitted to and approved in writing by the Developer's authorized agent ("Design Consultant") who shall have the right and power to approve or reject such plans and specifications. For the purposes of this Statutory Building Scheme, construction shall include grading, filling or other preparatory work on any Lot.
- (b) The Developer shall have the right to waive any terms or conditions in whole or in part with respect to any unsold Lot charged by this Statutory Building Scheme and any such waiver of any breach shall not negate or render such provision invalid or unenforceable with respect to any other Lot charged by this Statutory Building Scheme.

3. THE LOT

- (a) Site Requirements
 - (i.) No retaining wall shall be constructed on any Lot having an exposed height greater than 1.2 metres (4 feet). Any exposed concrete over 0.6 metres (2 feet) in height shall be architecturally treated.

4. THE HOUSE

(a) House Size/Siting

- (i.) One level homes shall have a minimum gross floor area of 232.25 square metres (2,500 square feet), not including garage areas.
- (ii.) Two level homes shall have a minimum gross floor area on the first level of 139.35 square metres (1,500 square feet) and the second level of 92.90 square metres (1000 square feet), not including garage areas.
- (iii.) No house shall be constructed on any Lot unless a house siting plan has been approved by the Developer taking into account view corridors of surrounding Lots.

(b) Exterior Design

(i.) Specific exterior design details must include:

- (1) In general, the main materials used on the front of the house should be used on all other faces of the building.
- (2) The main exterior cladding shall be limited to rock or cultured stone, hardiplank, wood siding and wood shakes/shingle siding. Stucco is permitted as an "accent only" exterior cladding material. A minimum of three types of exterior cladding shall be used. Exterior trim must be a minimum of 15.24 centimetres (6 inches).
- (3) No house shall be constructed on any Lot unless the front façade has the following features:
 - A) A timber-framed entry feature is required and further detailing such as wood trims around appropriate windows and doors is required.
 - B) Columns and garages must be trimmed to provide relief from a siding only front façade.
 - C) The design must be integrated in a related use of materials and complimentary colours.
- (4) No exposed concrete block is permitted. Exposed concrete foundation walls are not to exceed 0.5 metres (1.64 feet) in height.
- (5) The exterior colour scheme used for the house shall be natural earth tones and not primary colours.

- (6) Fascia board colours must compliment the siding colour.
- (7) Front doors will have raised panels of solid wood construction. Decorative windows are permitted within the front door.
- (8) No house on a corner Lot shall be designed unless the house faces both streets with roof and/or wall treatments turning the exposed corner.

(c) Roof

- (i.) No Roofing materials other than "high profile" 30-year fibreglass shingles with raised ridge caps in a weathered wood or dark colour, cedar shakes or cedar shingles are permitted.
- (ii.) The roof pitch must be a minimum of 5:12. Flat roofs are not permitted.
- (iii.) No Gutters, rainwater leaders and soffits other than those painted to match trim colours or selected in a compatible colour if pre-finished are permitted. Any aluminium fascia gutter must be combined with wood fascia boards where appropriate to meet the requirements of this Building Scheme.

(d) Driveways and Garages

- (i.) Each dwelling shall have an enclosed area for a minimum of 2 parking spaces. All garages shall have closing wood doors with raised panels or other detailing and shall be stained/painted to match trim colours or complement the design of the house. Flat panel garage doors are not permitted.
- (ii.) Driveways shall be constructed of exposed aggregate, interlocking brick or a combination thereof. No gravel driveways or parking areas shall be constructed.
- (iii.) No buildings or driveways shall be constructed on the Lots unless provision to reduce storm water run-off from buildings and driveways has been made by the run-off from buildings, driveways and any other impervious surfaces constructed on a Lot being re-charged back to ground through suitable subsurface storm water management systems such as rock pits or exfiltration chambers and run-off from driveways which slope to the public road being intercepted at the property line by the provision of suitably designed and constructed absorbent strip such as grass-concrete or permeable interlocking concrete pavers.

5. GUIDELINES FOR THE STREETScape

- (a) Recreational Equipment, Commercial Equipment and Accessory Buildings
- (i.) Except for licensed passenger automobiles, vans and trucks which do not exceed a capacity of one ton, any vehicle including trailers, boats, motor homes, campers, recreational equipment and other similar objects on a Lot are required to be stored inside an enclosed space or behind fencing or screening to the side or rear of the house and shall not be visible from the street. Storage of these objects is not allowed in the front yard or the side yard along a flanking street.
 - (ii.) Any truck in excess of one ton capacity and commercial vehicles, equipment or machinery of any kind shall not be parked or stored anywhere on a Lot except as may be required for construction or repair of the home on the Lot.
 - (iii.) Accessory buildings shall not be constructed ahead of the front façade of the dwelling. Only one accessory building per Lot is allowed. All accessory buildings shall be finished in the same exterior materials and colours as the principal building.

6. LANDSCAPING

- (a) Landscaping
- (i.) To enhance a settled appearance on the Lots within the subdivision, the relevant Owner shall complete the street front of the Lot, front yard and side yard landscaping within 90 days after completion of house construction unless weather conditions make it impossible to do so.
 - (ii.) All front yard areas and any side yards fronting on either road within the subdivision shall be landscaped with a minimum of one tree per 8 metres (26.25 feet) of frontage. Each tree shall have a minimum caliper of 7 centimetres (2.75 inches) and a height of 1.5 metres (5 feet) or greater. There shall also be at least 9 shrubs in the front yard. Bedding areas containing shrubs, flowers and trees shall occupy a minimum of 20% of the front yard. Any area of the front yard or the side yards fronting roads within the subdivision which are not landscaped with bedding areas shall be turfed or seeded.
 - (iii.) A Sprinkler system is required for front and side yard landscaped/lawn areas.

7. FENCING

- (a) No fences shall be constructed in the front yard of a Lot other than metal vertical picket type fencing not exceeding a height of 1.5 metres (5 feet).
- (b) No fences on side yards shall extend further towards the front of the Lot than the front of the house, except in compliance with the requirements set out in 7(a) above.
- (c) No fences in the back yard and side yards (not including that portion of the side yards in front of the house) shall be constructed other than:
 - (i.) cedar split-rail fences;
 - (ii.) cedar board and/or lattice panel fences;
 - (iii.) hedges that serve as fences along property lines.
- (d) No fences in the back yard and side yards (not including that portion of the side yards in front of the house) shall be higher than 1.83 metres (6 feet).
- (e) No wire fencing (including page wire, barbed wire, chain link, chicken wire) shall be constructed or installed on a Lot, except at the rear property line where combined with tree hedging.

8. LOT CONDITION/CONSTRUCTION

- (a) No Owner shall allow debris, noxious weeds (i.e. thistles) or invasive plant species (i.e. scotch broom, gorse or ivy) to accumulate on a vacant Lot prior to construction of improvements.
- (b) No improvements shall be constructed or approved for construction unless such improvements are approved and commenced within a period of one (1) year from the purchase of a Lot. Should the Owner fail to comply, the Owner will be assessed at \$250 per month for single-family lots.
- (c) Should no work have commenced after one (1) year from the date of the completion date of the purchase of the Lot the Owner will be required within ninety (90) days to clear, level and seed (or sod) and maintain the site in accordance with directions provided by the Design Consultant. Non-compliance will authorize the Developer to proceed with the same works and maintenance to the site, the cost of which to be deducted from the compliance deposit. Should the works and ongoing maintenance exceed funds remaining in the compliance deposit, the excess will be registered against the Lot.

- (d) No improvements shall be allowed to remain in an incomplete state and construction shall proceed diligently and continuously from commencement of the improvements until completion of all improvements in the manner approved by the Developer and in no case shall any improvements be incomplete within 12 months of commencement of the improvements for single family homes.
- (e) Delays created by unforeseen circumstances are subject to review by the Developer and this period of delay may be deemed exempt from time restriction penalties. These time restrictions have been developed to assist in protecting the visual appeal of the community for all Owners.
- (f) No dwelling on any Lot shall be occupied by any person until construction of such building has received final Building Approval by the Developer and an Occupancy Permit from the Cowichan Valley Regional District has been issued. No dwelling on any Lot shall be occupied by any person unless and until such dwelling, including the exterior thereof, is substantially finished.
- (g) The Lot Owner shall landscape the front yard of the Lot as soon as feasibly possible after completion of the construction of the house. Seed or turf is approved.

9. GENERAL RESTRICTIONS

- (a) No Owner or occupier of any Lot shall cause, commit, suffer, authorize or permit any act of nuisance to originate or emanate from his/her Lot.
- (b) No pole, mast, clothesline, antenna, satellite dish or any other similar object of any kind shall be situated on any Lot or on the exterior of any building or improvement on any Lot, save and except for a single satellite dish of approximately .61 metres (2 feet) in diameter.
- (c) No billboard or "For Sale" sign of any character shall be erected, posted or displayed upon or about any part of any Lot other than signs not larger than 76.2 centimetres by 45.72 centimetres (30 inches by 18 inches).
- (d) No heat pumps or air-conditioning units shall be placed in buildings or on any Lot unless the siting has been approved by the Developer and the sound level at the property lines of the Lot will not exceed 50 decibels.

- (e) No Owner or occupier of any Lot shall keep or permit to be kept animals of any kind or description whatsoever except for domesticated household pets which pets shall not be permitted to run wild or uncontrolled within the subdivision.
- (f) 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 any junk or wrecked or partially wrecked motor vehicles or any salvage materials or goods intended for commercial use or sale nor shall any waste or refuse be kept or stored upon any Lot.
- (g) Any reference included within this Schedule of Restrictions to the Developer shall apply to the successors and assigns of the Developer.
- (h) The Lot Owner shall be responsible for repairing any damage to curb, sidewalk, roadways, swales or service connections as a result of the house construction.
- (i) The Lot Owner is required to keep the Lot, sidewalk, curb and street clean and orderly during construction.

END OF DOCUMENT