

1. CONSTRUCTION REQUIREMENTS

1.1 Plan Approval

- (a) No residence, building, fence, or other improvements, or alterations to existing improvements, shall be commenced without prior written approval in writing from Totangi Forestry Ltd. (the Developer) or assigned delegate. Two sets of plans for the proposed house, including all exterior colours and finish materials, siting and finished elevations, landscaping and fencing, shall be submitted for written approval. A set of drawings marked "Approved" and signed by the Developer or the Developer's authorized agent will be returned to the owner for submission to the District of Sooke for a building permit.
- (b) The Developer shall have the absolute right and power to approve or reject the plans and improvements as submitted.

1.2 Construction

Construction shall commence within six months of receiving written approval, and in the event construction has not commenced within the said time, the consent and approval of the Developer to the said construction shall be rendered null and void. All construction and exterior finishing shall be completed no later than six months after construction is started.

2. ARCHITECTURAL AND SITE REQUIREMENTS

2.1 Floor Area

No building will be constructed without a total finished living area (excluding the garage) of less than 1200 square feet.

2.2 Parking

No house shall be constructed without a minimum of a one-car enclosed garage. and maximum of a two-car enclosed garage contiguous to the Improvement of which it forms a part, unless the Developer deems it appropriate to approve a garage separate from the Improvement for a particular architectural design. No carports or garages without doors shall be constructed.

2.3 Driveways and Sidewalks

No driveways, sidewalks, or walkways shall be constructed of materials other than exposed aggregate concrete, stamped concrete, interlocking brick, or concrete pavers.

2.4 Lot Grading

- (a) Proposed new grading on each Lot should be designed to blend into the existing grading on that Lot. Grade changes must be contained on that Lot. Drainage modification must be consistent with the overall drainage planned for the subdivision. All changes to grading or drainage are to be carried out according to current engineering practices, and be approved by the Developer.

- (b) The owner/builder is responsible to ensure that foundation excavations are filled back and that excess soil is removed from the site to an approved disposal area after construction and that landscaping and other site changes do not interrupt the drainage pattern.
- (c) No retaining walls shall exceed 1.5 metres in height and may be constructed only with prior approval in writing by the Developer.
- (d) Exposed concrete foundation walls of any Improvement shall not exceed an average of 0.5 metres in height above finished grade.

2.5 Landscaping

- (a) Front and side yards and rear yards must be seeded and rolled, or turfed, and must be completed no later than six months after an occupancy permit has been issued by the District of Sooke.
- (b) Reasonable minor extensions in order to accommodate circumstances such as weather and time of year may be granted by the Developer upon written request from the Lot owner.
- (c) All street fronting yard areas shall be landscaped with trees, lawns, shrubs and flower beds. Lawn only is not adequate.

2.6 Fencing

- (a) Fencing shall not be erected in the front yard of any lot nor in any side yard along a flanking street, unless approved in writing by the Developer.
- (b) No side yard fencing shall be erected except behind the front face of the house.
- (c) Fence materials shall be cedar, concrete material, treated wood or natural products to complement the house or landscape.
- (d) No wire fencing shall be installed or constructed on any Lot, including without limitation, page wire, barbed wire or chain link fencing
- (e) Fencing along the side and rear yards shall not exceed 6 feet in height.

2.7 Exterior Finishes

- (a) Only asphalt or fibreglass laminate, concrete or clay tile, cedar shake or shingle, or metal tile roofs, shall be permitted.
- (b) Only cement type (hardy plank) siding, vertical or horizontal wood siding, shingle, cultured or natural stone, brick and stucco, or combination thereof, with the appropriate trim and accents shall be permitted for the exterior finish of Improvements. Stucco may not constitute more than 80% of one face. No vinyl or aluminium siding shall be permitted. Other proposed materials not listed may be submitted for approval by the Developer.

3. GENERAL REQUIREMENTS

- 3.1 No owner or occupier of any lot shall cause, commit, suffer, authorize or permit any act of nuisance to originate or emanate from his or her lot, or permit such lot to be in a state of disorder or disrepair.
- 3.2 There shall not be stored, kept nor permitted to be kept on any lot or on any road or street adjoining any lot, any junk, wrecked, or partially wrecked motor vehicles, or any salvage materials, or goods intended for commercial use or sale.

- 3.3 No waste materials of any kind whatsoever shall be stored or accumulated in any exposed area of the lots at any time. No cut firewood shall be kept outside of an Improvement unless it is neatly stacked out of view from the street, along the side or rear of the house.
- 3.4 No garbage receptacle, incinerator or compost heap shall be kept on any lot herein described unless the same is in a rear yard and screened from view at all times.
- 3.5 No Improvement shall be used for any purpose other than as a single family residence or a Home Occupation as permitted by the District of Sooke.
- 3.6 No mobile, pre-manufactured, modular, or previously lived in homes are permitted to be moved onto any lot.
- 3.7 No animals, birds or livestock other than domestic house hold pets shall be kept upon any lot at any time for any purpose. No more than two dogs shall be kept upon any lot.
- 3.8 Except for private passenger automobiles:
- (a) no chattels, including but without limiting the generality thereof, trailers, campers, motor homes, boats, taxicabs, limousines, or commercial vehicles over 1 tonne, shall be parked, placed or situated on any lot, either permanently or temporarily, except in a garage, or behind an approved screening devise for the benefit of neighbouring lots, and;
 - (b) no construction equipment, backhoes, tandem trucks, logging equipment , or other similar equipment shall be parked, placed or situated on any lot except during construction on the lot for which approval has been obtained
- 3.9 No clothes line except a collapsible umbrella type shall be used in the subdivision.
- 3.10 No improvement or lot shall be allowed to fall into a state of disrepair or become unsightly and the boulevards in front of the lots shall be maintained at all times in a neat and attractive condition.
- 3.11 No Lot on the subdivision shall be subdivided or have its boundaries altered, without the written consent of the Developer.
- 3.12 No water from any stream, culvert, ditch or pond within the subdivision shall be diverted, dammed, drained, altered, or interfered with without the consent in writing of the Developer.
- 3.13 No owner will allow any trees or vegetation to grow to such a height that it will block, disrupt or otherwise interfere with the view enjoyed by the owners of other lots in or adjacent to the subdivision. In order to ensure compliance with this restriction the Developer has the right at all times hereafter to designate on any lot any trees and or vegetation which must be topped, removed or maintained at a designated elevation to preserve the view of another Lot(s) within or adjacent to the subdivision. The costs of topping, removing or maintaining the trees or vegetation at the designated elevation will be paid for by the owner of the lot unless otherwise agreed by the Developer.
- 3.14 No electrical, telephone or other lines or wiring whatsoever shall be erected or installed above the ground on any Lot.

- 3.15 No pole, mast, antenna, or similar device of any kind, whether for purposed of receiving or transmitting radio or television signals or otherwise, shall be erected or installed on any Lot or on the exterior of any improvement, other than a satellite dish not exceeding 30 inches in diameter provided they are located in the rear yard and screened, or not visible from the road.
- 3.16 In the event of any breach of one or more of the above terms and restrictions, the Developer or its agent shall have the right, but shall not be obligated, to enter upon any lot and to abate or cure, at the expense of the owner of the lot who is in such breach, any breach capable of abatement or cure and such owner shall pay to the Developer forthwith upon demand all costs incurred by the Developer in such abatement or cure and such costs shall constitute a charge upon such owner's lot and may be collected by the Developer in a court of competent jurisdiction.
- 3.17 Nothing contained in this building scheme shall be construed or implied as imposing on the Developer, its agents or employees, any liability in the event of non-compliance with, or non-fulfilment of any of the terms, restrictions, and benefits set forth.
- 3.18 The restrictions set forth in this building scheme shall be in addition to and not in derogation of the bylaws of the District of Sooke, any developments or agreements between the District of Sooke and the Developer, 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.
- 3.19 The terms of this Building Scheme will run with and bind all of the Lots and every part, and render the owner, each purchaser, lessee, sub-lessee and occupant, and each successor in title, future purchaser, lessee, sub-lessee and occupant of any Lot or Lots or any part subject to the restrictions in this building scheme and confer on them the benefits of this building scheme.
- 3.20 No Improvement, building or other improvements shall be constructed on any lot unless constructed in compliance with the restrictions contained in this building scheme as modified, amended, or enlarged by the Developer from time to time for such lot.
- 3.21 The Developer has the sole right to modify, change, add to or delete any of the terms or provisions contained herein.
- 3.22 The Developer expressly reserves the right to exempt unsold lots from all or any of the restrictions and benefits contained within this Building Scheme.