

*[This document, filed as permitted under the Section 218 of the Land Title Act of British Columbia, and including **attached Schedule "A"**, is registered against the Title to delineate discretionary items to be dealt with or negotiated solely between the Developer and the Buyers. The Land Title Office does not involve itself in the enforcement of Section 218 Covenants.]*

OCEAN TERRACE
LAND TITLE ACT
FORM C
Term of Instrument - PART 2

SECTION 218 COVENANT

BETWEEN: the Covenanter *(may also be described as the Grantor)*

AND: the Covenantee *(may also be described as the Grantee)*

WHEREAS:

The Covenanter is the registered owner in fee simple of lands in the Village of Mill Bay, British Columbia, and legally describe as _____ (the "Lands").

AND WHEREAS:

The Covenanter wishes to grant, pursuant to Section 218 of the Land Title Act, (British Columbia) and the Covenantee wishes to accept, the covenants over the Lands as herein defined that are set out in this Agreement.

AND WHEREAS:

The Covenantee covenants and agrees that no dwelling unit constructed on the lands shall be used other than as a dwelling unit and the Covenantee covenants and agrees not to subdivide any of the buildings on the Lands under the provisions of the Strata Property Act (British Columbia) or any successor legislation dealing with the creation of separate titles to portions of a building.

1. In this Agreement:

"Lands" shall mean the lands legally described as;

"Lot" shall mean a respective lot forming part of the Lands; and

"Large Lot" shall mean any Lot 577.4 square metres (6,000 square feet) or greater in size.

"Small Lot" any lot less than 577.4 square meters (6,000 square feet) in size.

"Owner" shall mean any Buyer or subsequent Buyer of a Lot forming part of the Lands.

2. An Owner shall not proceed to construct any form of structure or building on a

Lot until such time as the following have been provided to and approved by the Covenantee:

- a site plan including dimensions, topography and proposed elevations;
- floor plans of all proposed structures;
- drawings of the roof and all walls of proposed structures;
- and dimensions and specifications, including details of construction materials;

(Collectively the “Plans”).

3. A design review fee in the amount of \$500.00 plus applicable taxes shall be paid by the Owner to the Covenantee prior to approval of the Plans.

4. A compliance deposit in the amount of \$3,000.00 (the “Compliance Deposit”) shall be paid to the Covenantee by the Owner . The Compliance Deposit shall be refundable at the discretion of the Covenantee and will be released to the Owner following substantial completion of building(s) and landscape works with approve Plans, at which time the Covenantee will conduct a final inspection. Provided that the building(s) as constructed and the landscape work, complies with the Plans approved by the Covenantee, the Covenantee will return the Compliance Deposit to the Owner. Interest will not be paid on the Compliance Deposit by the Covenantee to the Owner. The deposit will earn an interest rate of 2.5% per annum.

5. All improvements to the Lot to be made by an Owner on a Lot shall comply with and be done in accordance with the terms and conditions as contained in the Building Scheme _____ registered against the title of the Lot and the Development Guidelines attached hereto as Schedule “A”.

6. In the event the building(s) and/or landscape works fail to be approved by the Covenantee, a list of the deficiencies will be provided by the Covenantee to the Owner. The Compliance Deposit will not be released until such time as such deficiencies have been remedied by the Owner to the satisfaction of the Covenantee.

7. In the event an Owner breaches any provision of this Covenant, the Covenantee may at its option, in addition to any other remedies it may have, do one or more of the following:

(a) give notice in writing to the Owner to:

(i) cease and desist breaching the Covenant, or

(ii) perform any positive obligations of the Covenant, either immediately or within a time period specified in the notice;

(b) give notice in writing directing the Owner to restore or remedy the breach in accordance with the terms and directions set out in the notice and to carry out any

restoration measures specified in the notice either immediately or within a time period specified in the notice; and

(c) if the Owner fails to comply with the direction contained in a notice under subparagraph (a) or (b) of this paragraph, the Covenantee may without further notice enter upon the Lot and carry out the required work at the expense of the Owner. The Owner shall pay on demand all costs incurred by the Covenantee for labour, materials, administration and overhead in carrying out work under this provision.

8. No term, condition, covenant or other provision of this Covenant will be considered to have been waived by the Covenantee unless such waiver is expressed in writing by the Covenantee and the waiver by the Covenantee of any such term, condition, covenant or other provision will not be construed as, or constitute, a waiver of any further or other breach of that or any other term, condition, covenant or other provision of this Covenant.

9. This Covenant extends to, is binding upon and enures to the benefit of the Covenantee and its successors and assigns and the Owner and its heirs, executors, administrators and successors, but only during its respective periods of ownership of a fee simple estate in the Lot.

10. If any section of this Covenant, or any part of a section, is found to be illegal or unenforceable, that part or section, as the case may be, will be considered separate and severable and the remaining parts or sections, as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.

11. No regulatory, building standard or municipal bylaw approval is granted or implied. Understanding of, and adherence to all government bylaws, building codes, restrictions, covenants and regulations, including fire smart guidelines and Work Safe BC Safe Works Practices for House Construction, is the responsibility of the Owner.

1. All consents or approvals of the Covenanter are made in writing.
2. The Covenanter reserves the right to revise these guidelines from time to time, at its sole discretion, or to permit variances or exceptions as it deems appropriate.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C that is attached hereto and forms part of this Agreement.

END OF DOCUMENT

SCHEDULE “A”

DEVELOPMENT GUIDELINES

1. Existing Structures and Services

The Owner is to coordinate retaining walls and retention of earth with abutting neighbours prior to installation of the dwelling foundation, retaining walls, services or landscaping. The driveway or structures are not to be installed over existing services. Should services require relocation, the cost will be to the account of the Owner.

2. Corner Lots

The shorter lot line on corner lots shall be considered the front lot line. Dwelling units situated on corner lots are to orient to the front lot line. The side elevation situated on the side-street should be consistent in detail to the front of the dwelling unit.

3. Scale of Design

Overall scale and foot print site coverage, parking and walkways are to be in reasonable proportion to neighbouring dwelling units and the surroundings. Set back or articulation of upper floors, to reduce apparent height, is encouraged.

All dwelling units on Large Lots are to be two storeys above grade, with the exception of Large Lots which the Covenanter may at its sole discretion, designate, in advance of the sale of the Lot, Lots which may be designated as one or two storey Lots. Dwelling units on Small Lots may be single or two storeys. Maximum buildings height is to be in accordance with applicable CRD bylaws.

4. Architectural Form

All exterior walls of the dwelling unit must be designed with similar attention to detail and standard of finish.

Belly bands are required at the ceiling levels of all elevations and at the base of gables.

On Large Lots, belly bands are required around the base perimeter of exterior walls of the dwelling unit.

Minimum 8” fascia materials are required on gables.

Unsupported cantilevers are not permitted on the front elevation or within two meters of the front wall of a dwelling unit.

Dwelling units with similar elevational designs or colour schemes are to be separated by at least two dwelling units.

5. Roofs

On Large Lots, the minimum roof pitch of a main roof shall be 6/12 and the minimum roof pitch of front gables shall be 8/12.

On Small Lots, the minimum roof pitch of a main roof and gable shall be 6/12.

Minimum 25 year fiberglass asphalt shingles are required. Shingle colours may vary from medium gray to muted black with colour flecks. High ridge shingles are required.

Dormers, chimneys and skylights are to compliment the roof form and are to be non-obtrusive. Large plain gables, mansard roofs and turrets are not permitted. Gambrel roofs may be permitted as an accent.

The elevation of the top of roof is to be consistent with elevation of top of roofs of neighbouring dwelling units.

6. Colours

All Colours, including all paints and stains, are to be warm earth-tones and approved by the Covenantee prior to exterior finishing of the dwelling unit.

7. Exterior Finish

No elevation is to consist of more than 75% of any one finish.

Permitted exterior materials include siding, board and batten, wood trim, Rock and shingles. Limited use of stucco will be permitted as an accent only. A minimum of 25 square feet of Rock shall be used on each front elevation and/or columns.

The separation of 1" x 3" battens is not to exceed 16" and the separation of 1"x4" battens is not to exceed 24".

On Large and Small Lots, horizontal siding and board and batten panels are to be James Hardie materials. Vertical or vinyl siding is not permitted.

Rock wall cladding is to be minimum 36" in height, to return all corners by 24" and capped with a 1-1/2" sill which overhangs the Rock by minimum 1". All stone is to sit directly on or over concrete, rock or over a garden bed, and not over wood.

On Small Lots, Rock wall cladding shall be a minimum of 33", and no wrap on corners is required.

Knee braces and décor items are to be constructed from 4" cedar or fir/hem/bal.

8. Columns

On Large Lots, the wood portion of columns shall be minimum 9" square. Where Rock is used on columns, Rock is to be finished a minimum of 36" in height, minimum of 16" square and capped with a minimum 1" thick sill that overhangs the Rock on all sides by a minimum of 1".

On Small Lots, the wood portion of the columns shall be 7" square, and the Rock is to be

finished to a minimum of 33 inches in height. minimum of 16" square and capped with a minimum 1" thick sill that overhangs the Rock on all sides by a minimum of 1".

Column panels are to be cedar or Creozone plywood with trim, if used, the same colour as the backing materials.

9. Chimneys

No direct fire place vents will be permitted on an elevation fronting onto a street, or within three meters of a wall which fronts onto a street.

On Large Lots, chimneys are to be clad with Rock or Hardie materials with trim the same colour as the backing materials.

On Small Lots, chimneys may be stainless steel pipe or clad with Rock or Hardie materials with trim the same colour as the backing materials.

10. Windows and Doors

Architectural design detail and articulation of traditional windows is required to attend to a welcoming, interesting and integrated streetscape.

On Large and Small Lots, window trim is required around all windows and doors.

Large windows are to have divided lights. Muntin bars are required on all front elevation windows. Signature windows are discouraged and not permitted unless approved by the Covenantee.

On Large Lots, front entry doors shall be of natural wood.

On Small Lots, front entry doors may be natural wood, enamel coated metal, and pre-approved fiberglass.

Large Lots, garage doors are to be natural wood or enamel coated metal of a design that, when finished, has the appearance of wood doors.

Small Lots, garage doors are to be natural wood or enamel coated metal.

Garage doors may have no more than one row of window panes.

Windows or doors are not to be located under chimneys or direct vents.

11. Landscaping

Front and side yard landscaping is required to achieve a consistent, aesthetic street appearance and erosion control. No installation or construction of retaining walls, driveways, walkways or landscape works is to commence until a site plan showing the location and nature of proposed works has been submitted to, and approved by the Agent.

Front yards are to consist of minimum 25% planted flower beds and maximum 75% lawn. All front and side yard landscaping is to be irrigated.

12. Fences, Railings or Walls

No railings, fences or walls are to be constructed without written approval of the Covenanter.

Exterior railings are to be powder coated metal or painted finish-grade wood to harmonize with exterior dwelling colours.

Wooden fences are to be cedar of a design approved by the Covenanter.

Page-wire or chain link-style fences are not permitted, except along the back lot line.

13. Porches, Entries and Stairs

All front and side elevation exterior landings and stairs, except front porches are to be poured concrete or natural stone. Front porches may be constructed of wood with stairs constructed of minimum three inch (3") timber materials.

Stairs which are visible from a fronting street are to be fully housed with closed stringers, or constructed of an open three inch timber design.

14. Decks and Patios

All patios are to be poured concrete, concrete slabs, paver-bricks or natural stone. Areas under decks are to be poured concrete. Exception may be made for raised decks, where the level of the deck surface is not more than four feet higher than the ground, provided the under-deck is lined with stone-covered landscape cloth and is fully screened.

15. Grades

The garage floor elevation is not to sit more than one metre above the elevation of top of curb measured at the mid point of the front Lot line unless the elevation of the garage floor is preapproved by the Covenanter.

Building elevations, decks, patios, stairs and walkways should step with site grades. Retaining walls are to respect existing topography. Wall faces are to be reduced in size with the use of siding, offset walls and planters, or by incorporating into stairs.

Retaining walls are to be natural masonry stone or preserved timbers incorporated with planted landscape materials. Retaining walls in excess of 1.2 metres in height require geotechnical certification. Yard slopes may be retained with rock gardens where approved by the Covenanter.

16. Garages, Driveways, Access, Walkways

Each lot will have one exposed-aggregate concrete driveway with a maximum width of

22' at the front lot line.

Large Lots require a minimum of two enclosed parking spaces for every three bedrooms, or a ratio thereof, is required. Garage design must be consistent with the dwelling unit.

Small Lots shall have one enclosed garage. Garage design must be consistent with the dwelling unit.

Detached garages, where permitted, are to be situated behind the front wall of the dwelling unit.

Front and side yard walkways are to be poured concrete, concrete slab, paver-brick or natural rock.

17. Storage

No external storage is permitted. Accessory buildings are to be consistent with the architecture and colour of the dwelling unit, and require approval of the Covenanter.

18. Exterior Lighting

Light fixtures must have non-glare light diffusers. Floodlights, motion detector lights and up-lighting of trees are to be non-intrusive. Metal halide type lighting is prohibited.

19. Screening

All eaves, attics, decks and openings under floors or in walls must be screened to prevent accumulation of combustible or unsightly debris.

20. Construction and Debris

Owners and builders are to maintain clean and orderly building sites during construction. The Developer has a dedicated site on District Lot 72, whereby a select company will provide disposal services at market rates. All construction debris will be directed to this site. Where there is non-compliance with this requirement, the Covenantee reserves the right, with 72 hours written or electronic notice, to remove construction debris and garbage with the cost to the account of the Owner.

Construction materials and equipment, other than those required during construction, are not to be stored on the Lot.

21. Suites

A suite is permitted on lots 779 square metres (8,000 square feet) and larger, provided the suite is in compliance with Cowichan Valley Regional District bylaws.