

**DISCLOSURE STATEMENT OF  
BISHOPS WALK**

DATED: December 13, 2013

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Developer:

Name: **OAKWOOD PARK ESTATES LTD.**

Address for service in British Columbia:

7<sup>th</sup> Floor - 1175 Douglas Street, Victoria, British Columbia, V8W 2E1

Business Address:

4670 Elk Lake Drive Royal, Victoria, British Columbia, V8Z 5M2

Real Estate Brokerage:

Re/Max Camosun – Chatterton  
4440 Chatterton Way  
Victoria, British Columbia  
V8X 5J2  
Attn: Adrian Langereis

**DISCLAIMER**

**THIS DISCLOSURE STATEMENT HAS BEEN FILED WITH THE SUPERINTENDENT OF REAL ESTATE BUT NEITHER THE SUPERINTENDENT OF REAL ESTATE NOR ANY OTHER AUTHORITY OF THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA HAS DETERMINED THE MERITS OF ANY STATEMENT CONTAINED IN THE DISCLOSURE STATEMENT OR WHETHER THE DISCLOSURE STATEMENT CONTAINS ANY MISREPRESENTATION OR OTHERWISE FAILS TO COMPLY WITH THE REQUIREMENTS OF THE REAL ESTATE DEVELOPMENT MARKETING ACT. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO DISCLOSE PLAINLY ALL MATERIAL FACTS, WITHOUT MISREPRESENTATION.**

## **RIGHT OF RESCISSION**

**UNDER SECTION 21 OF THE *REAL ESTATE DEVELOPMENT MARKETING ACT*, THE PURCHASER OR LESSEE OF A DEVELOPMENT UNIT MAY RESCIND (CANCEL) THE CONTRACT OF PURCHASE AND SALE OR CONTRACT TO LEASE BY SERVING WRITTEN NOTICE ON THE DEVELOPER OR THE DEVELOPER'S BROKERAGE, WITHIN 7 DAYS AFTER THE LATER OF THE DATE OF THE CONTRACT WAS ENTERED INTO OR THE DATE THE PURCHASER OR LESSEE RECEIVED A COPY OF THIS DISCLOSURE STATEMENT.**

**A PURCHASER MAY SERVE A NOTICE OF RESCISSON BY DELIVERING A SIGNED COPY OF THE NOTICE IN PERSON OR BY REGISTERED MAIL TO:**

- A. THE DEVELOPER AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER;**
- B. THE DEVELOPER AT THE ADDRESS SHOWN IN THE PURCHASER'S PURCHASE AGREEMENT;**
- C. THE DEVELOPER'S BROKERAGE IF ANY, AT THE ADDRESS SHOWN IN THE DISCLOSURE STATEMENT RECEIVED BY THE PURCHASER; OR**
- D. THE DEVELOPER'S BROKERAGE IF ANY, AT THE ADDRESS SHOWN IN THE PURCHASER'S PURCHASE AGREEMENT.**

**THE DEVELOPER MUST PROMPTLY PLACE PURCHASER'S DEPOSITS WITH A BROKERAGE, LAWYER OR NOTARY PUBLIC WHO MUST PLACE THE DEPOSITS IN A TRUST ACCOUNT IN A SAVINGS INSTITUTION IN BRITISH COLUMBIA. IF A PURCHASER RESCINDS THEIR PURCHASE AGREEMENT IN ACCORDANCE WITH THE ACT AND REGULATIONS, THE DEVELOPER OR THE DEVELOPER'S TRUSTEE MUST PROMPTLY RETURN THE DEPOSIT TO THE PURCHASER.**

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### Schedules

Exhibit 1	Subdivision Plan VIP87215
Exhibit 2	Statutory Building Scheme

1. **DEVELOPER**

1.1 Name: **OAKWOOD PARK ESTATES LTD.**

Jurisdiction of Registration: British Columbia  
Registration No. BC0713191

Date of Registration: January 7<sup>th</sup>, 2005

1.2 **INCORPORATION**

The Developer was not incorporated specifically to develop this property. The developer has other projects under administration and other assets

1.3 **Registered/Records Office and Address for Service in British Columbia:**

7<sup>th</sup> Floor – 1175 Douglas Street,  
Victoria, British Columbia  
V8W 2E1

1.4 **Directors and Officers:**

Brian Edward Martin is the President and sole Director of the Developer.

1.5 **Developer's Background:**

- (1) Oakwood Park Estates Ltd. and its principal Brian Martin have been engaged in the development of real estate subdivisions, single family dwellings, commercial developments, condominiums and warehousing since the early 1970's. The company has been involved in the creation of approximately 200 residential building lots in addition to its other development activities described above. The company has also been involved as a general contractor in a variety of projects.
- (2) To the best of the Developer's knowledge, none of the Developer, a principal holder of the Developer, the companies that make up the Developer and none of the individual directors, officers or shareholders of the Developer or principal holder have ever been subject to any penalties or sanctions imposed by a court or regulatory authority, relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud.

- (3) To the best of the Developer's knowledge, none of the Developer, a principal holder of the Developer, the companies that make up the Developer and none of the individual directors, officers or shareholders of the Developer or principal holder have ever been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or have been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that company or person.
- (4) To the best of the developer's knowledge, no director or officer or principal holder of any of the companies making up the Developer nor any director or officer of the principal holder has never been a director, officer or principal holder of any other developer that, while that person was acting in that capacity, that other developer
  - (a) was subject to any penalties or sanctions imposed by a court or regulatory authority relating to the sale, lease, promotion, or management of real estate or securities, or to lending money secured by a mortgage of land, or to arranging, administering or dealing in mortgages of land, or to theft or fraud, or
  - (b) was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

#### 1.6 **Conflict of Interest:**

To the best of the Developer's knowledge, there are no existing or potential conflicts of interest among the developer, manager, any directors, officers and principal holders of the developer and manager, any directors and officers of the principal holders, and any person providing goods or services to the developer, manager or holders of the development units in connection with the development which could reasonably be expected to affect the purchaser's purchase decision, except as follows:

- (a) Brian Martin, the principal of Oakwood Park Estates Ltd. is a licenced real estate agent in the Province of British Columbia. Mr. Martin will not be the listing real estate agent for the sale of this Development and if he is personally involved in a specific sale transaction he will disclose this interest to that prospective purchaser.

## **2. GENERAL DESCRIPTION**

### **2.1 General Description of the Development:**

(a) This development consists of seven (7) single family residential lots in a single subdivision (the "Development") and it is expected that all of the lots will be offered for sale by the Developer.

The Development is located on Salt Spring Island, which is located within the Islands Trust in British Columbia. Charlesworth Road provides access to the Development. Civic addresses for the Development have not yet been assigned. Purchasers will be notified by the Developer once civic addresses have been assigned. The Development will be marketed under the name "Bishop's Walk".

A photo reduced copy of plan VIP87215 showing the location and configuration of the lots in the Development is attached as Exhibit 1 to this Disclosure Statement.

### **2.2 Permitted Use:**

The zoning applicable to the Development is R-10. The general permitted use under this zoning is residential.

### **2.3 Building Construction:**

The Developer reserves the entitlement to construct a residence upon some or all of the Lots in the Development and if that is done, the residence and lot will be sold as a package.

Any residences constructed by the Developer will be covered by the terms and conditions of a new home warranty provided by Pacific Home Warranty Insurance Services Inc. on the terms and conditions described in section 5.2 herein.

If the Developer does not construct a residence on a Lot, the purchaser of the Lot will be responsible for the construction of any improvements on the Lots and for obtaining a building permit from the Islands Trust.

A Statutory Building Scheme has been registered in the Victoria Land Title Office under registration number FB304549 and a copy of the registered Statutory Building Scheme is attached as Exhibit "2" – new construction must comply with this Building Scheme.

3. Servicing Information:

3.1 Utilities and Services

(i) Water

The Development is served by a water system provided by and operated by the North Salt Spring Waterworks District. Water lines have been installed in each lot. Water service will be supplied upon application for and payment by the purchaser of the Capital Expenditure Charge ("CEC") in the amount of \$10,962.00 and the connection fee paid to the North Salt Spring Waterworks District. The CEC must be paid prior to the issuance of a building permit.

(ii) Electricity

Hydro will be installed to each Lot by BC Hydro. Lots may be conveyed prior to hydro service being installed to the lot line of that Lot. Provided hydro has been installed to the lot line, electricity will be supplied upon application for and payment of the connection fee to B.C. Hydro by the Purchaser.

(iii) Sanitary Sewer

Sanitary sewers have been installed at the cost of the Developer. Dwellings constructed on some of the Lots will be required to connect the storm drainage systems to drainage pipes directed to existing water courses or as directed by the developer's engineers.

(iv) Natural Gas

No natural gas will be available to the Development.

(v) Fire Protection

There is fire protection for the Development provided by the Salt Spring Island Fire/Rescue. Fire protection facilities are located approximately 1.5 kilometres from the Development.

(vi) Telephone

Telephone service will be provided to each Lot by Telus Communications. Lots may be conveyed prior to telephone service being installed to the lot line of that Lot. Provided that telephone service has been installed to the lot line, telephone services will be

payment by the Purchaser to Telus of application and hook-up charges.

(vii) Access

Access to the Development is available from Charlesworth Road.

**4. TITLE AND LEGAL MATTERS:**

**4.1 Legal Description:**

The legal description of the lots offered for sale is:

PID 028-104-277

Lot 4, District Lot 24, North Salt Spring Island Cowichan District, Plan VIP 87215

PID 028-104-366

Lot 5, District Lot 24, North Salt Spring Island Cowichan District, Plan VIP 87215

PID 028-104-285

Lot 6, District Lot 24, North Salt Spring Island Cowichan District, Plan VIP 87215

PID 028-104-293

Lot 7, District Lot 24, North Salt Spring Island Cowichan District, Plan VIP 87215

PID 028-104-307

Lot 8, District Lot 24, North Salt Spring Island Cowichan District, Plan VIP 87215

PID 028-104-323

Lot 10, District Lot 24, North Salt Spring Island Cowichan District, Plan VIP 87215

PID 028-104-331

Lot 11, District Lot 24, North Salt Spring Island Cowichan District, Plan VIP 87215

**4.2 Ownership:**

The land is registered in the name of the Developer.

**4.3 Existing Encumbrances and Legal Notations:**

The title to the land bears the following legal notations:

- Hereto is annexed Easement (See CB 34.245.84117G) over part of Section 19, Range 4 East, North Salt Spring Island, Cowichan District
- Notice of Housing Agreement, EK13176, See Section 963.2, Municipal Act



An additional Legal Notation appears on the title to Lot 6, as follows:

- Hereto is annexed Easement FB304509 over that part of Lot 5 Plan VIP87215, shown on Plan VIP87217

An additional Legal Notation appears on the title to Lot 7, as follows:

- Hereto is annexed Easement FB304511 over that part of Lot 9 Plan VIP87215, shown on Plan VIP87217

All of the Lots are subject to the following encumbrances:

- Statutory Right of Way L7999 in favour of British Columbia Hydro and Power Authority
- Covenant EX20855 in favour of Salt Spring Island Local Trust Committee
- Covenant FB131874 in favour of Salt Spring Island Local Trust Committee
- Statutory Building Scheme FB304549
- Mortgage CA3393147 in favour of East London Mortgage Corp., as to an undivided 1000/1710 Interest, New City Financial Corp. as to an undivided 710/1710 interest
- Assignment of Rents CA3393148 in favour of East London Mortgage Corp., as to an undivided 1000/1710 Interest, New City Financial Corp. as to an undivided 710/1710 interest

Lots 4, 6 and 11 are additionally encumbered with:

- Statutory Right of Way FB304501 in favour of the Crown in right of the British Columbia

Lot 5 is additionally encumbered with:

- Statutory Right of Way FB304501 in favour of the Crown in right of the British Columbia
- Statutory Right of Way FB304505 in favour of the Capital Regional District
- Easement FB304509 over part shown in Plan VIP87217, appurtenant to Lot 6, Plan VIP87215

Lot 7 is additionally encumbered with:

- Statutory Right of Way FB304505 in favour of the Capital Regional District

Lot 8 is additionally encumbered with:

- Statutory Right of Way FB304503 in favour of the North Salt Spring Waterworks District

Lot 10 is additionally encumbered with:

- Statutory Right of Way FB304501 in favour of the Crown in right of the British Columbia
- Statutory Right of Way FB304505 in favour of the Capital Regional District

#### **4.4 Proposed Encumbrances:**

The lots may be further encumbered with Statutory Rights of Way to providers of utilities and services.

#### **4.5 Outstanding or Contingent Litigation or Liabilities:**

There is no outstanding or contingent litigation or liabilities in respect of the Development or the Developer that may affect the subdivision lots or the subdivision lot owners.

#### **4.6 Environmental Matters:**

Some of the Lots have been contoured and filled and some of the fill may contain organic material. Purchasers should conduct their own soil assessment to determine the nature of the fill prior to the application for a building permit. The Developer is not aware of any flooding danger to these Lots or of any materially adverse soil or subsoil conditions.

#### **4.7 Assurances of Title:**

Section 11 of the Real Estate Marketing Development Act requires that a Developer is required to provide assurances of conveying to a Purchaser a title to the Development Lot that is free and clear of all liens, charges and encumbrances. In order to comply with that requirement the Developer declares that each lot will be transferred to a Purchaser and the transaction will be completed in accordance with undertakings between the

developer's solicitor or notary public and the purchaser's solicitor or notary public under which the developer's solicitor or notary public will undertake to discharge from title to the development unit all liens, charges and encumbrances that are not agreed by the Purchaser to remain on the title to the Lot after the completion of the sale, within a reasonable time after the closing date of the applicable purchase agreement.

## **5. CONSTRUCTION AND WARRANTIES:**

### **5.1 Construction Dates:**

All construction work on the roads and services has been completed with the exception of hydro and telephone as described in section 3.

### **5.2 Warranties:**

Except as provided herein as to new home construction, there are no warranties.

For new home construction, the following warranty will be offered.

The developer will provide a warranty with Pacific Home Warranty Insurance Services Inc., for the benefit of each purchaser in compliance with the Homeowner Protection Act (B.C.), which shall cover:

- Material and labour defects for 2 years;
- Building and envelope defects for 5 years; and
- Structural defects for 10 years.

This warranty is provided through the registration of Cantech Construction Ltd., a building contractor with a connection to the Developer and registered with the Homeowner Protection office of the Province of British Columbia.

## **6 APPROVALS AND FINANCING:**

### **6.1 Development Approval:**

The plan of subdivision for this development was approved by the Approving Officer, Ministry of Transportation and Infrastructure on October 2<sup>nd</sup>, 2009.

### **6.2 Construction Financing:**

The construction of the Development has been completed and is fully paid. The Developers ownership of the Development is financed in part by the mortgage and assignment of rents referred to in Section 4.3.

The Developer has made arrangements with the holder of the existing mortgage such that the Mortgage and Assignment of Rents will be discharged from title to individual lots on payment to the Mortgagee of net sale proceeds.

**7. MISCELLANEOUS:**

**7.1 Deposits:**

All deposits paid by purchasers on account of agreements of purchase and sale for lots in the Development will be paid either to a licenced Real Estate Agent or to the Trust Account of the Victoria law firm, Cook Roberts LLP, 7<sup>th</sup> Floor, 1175 Douglas Street, Victoria, BC, to be held by that firm until the lot in question has been conveyed to the purchaser by the registration of a transfer in the Land Title Office.

**7.2 Purchase Agreement:**

No particular form of purchase agreement will be required to be used by purchasers buying lots in the Development.

**7.3 Developer's Commitments:**

There are no commitments of the Developer that will be outstanding at the time that the lots are available for transfer to the individual lot purchasers.

**7.4 Other Material Facts:**

There are no material facts with respect to the Developer or the Development that are not described in this Disclosure Statement.

## DEEMED RELIANCE

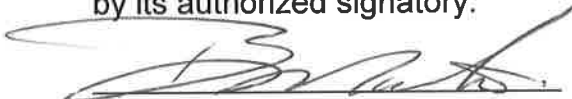
Section 22 of the *Real Estate Development Marketing Act* provides that every purchaser who is entitled to receive this Disclosure Statement is deemed to have relied on any false or misleading statement of material fact contained in this Disclosure Statement, if any, and any omission to state a material fact. The Developer, its directors and any person who has signed or authorized the filing of this Disclosure Statement are liable to compensate the purchaser for any misrepresentation, subject to any defences available under section 22 of the *Act*.

## DECLARATION

The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of December 13, 2013.

Dated: December 13, 2013.

**Oakwood Park Estates Ltd.**  
by its authorized signatory:



Brian Edward Martin – President

All Directors in their Personal Capacity



Brian Edward Martin – Director

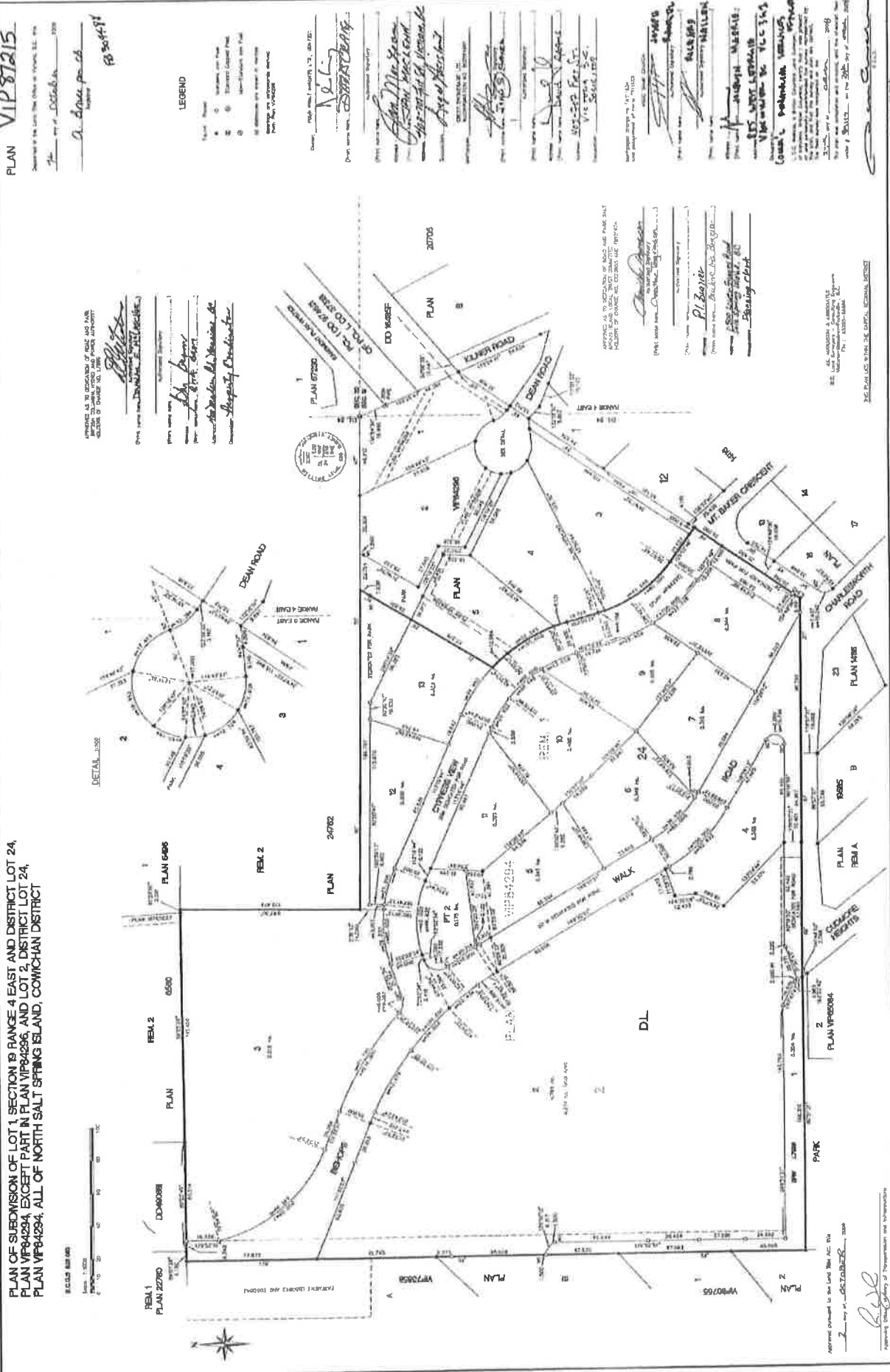
# EXHIBIT 1

Plan # V1P87215 App # N/A Ctr# #

Plan # V1P87215 App # N/A Ctr# #

Status: Filed

PLAN OF SUBDIVISION OF LOT 1, SECTION 19 RANGE 4 EAST AND DISTRICT LOT 24, PLAN V1P84294, EXCEPT PART IN PLAN V1P84296, AND LOT 2, DISTRICT LOT 24, PLAN V1P84294, ALL OF NORTH SALT SPRING ISLAND, COMICHAH DISTRICT



**PLAN V1P87215**  
 SHEET NO. 1 OF 1  
 DATE: 12/15/11

OWNER: *North Salt Spring Island, Inc.*  
 ENGINEER: *Robert J. ...*  
 SURVEYOR: *...*

**LEGEND**  
 1. ...  
 2. ...  
 3. ...  
 4. ...  
 5. ...  
 6. ...  
 7. ...  
 8. ...  
 9. ...  
 10. ...

**APPROVED**  
 BY: *[Signature]*  
 TITLE: *...*  
 DATE: *...*

-7 OCT 2009 14 07

FB304549

Land Title Act  
Form 35  
(Section 220 (1))

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST CHARGE: Statutory Building Scheme  
HEREWITH FEE OF: ~~\$66.15~~ 3.40

Address of person entitled to register this building scheme: Registered Owner

Full name, address, telephone number of person presenting application:  
David B. Adams, Barrister and Solicitor, 402-707 Fort Street, Victoria, BC V8W 2T6  
Telephone: 250 360 2991 (File #10874.012 DBA/jem)

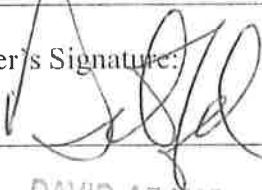
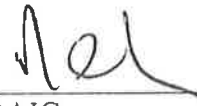
SIGNATURE OF APPLICANT, OR  
SOLICITOR OR AUTHORIZED AGENT

OWNERS SERVICES

We, FOUR POINT IMPORTS LTD. declare that:

1. We are the registered owner in fee simple of the following land (hereinafter called "the Lot):  
See Schedule
2. We hereby create a building scheme relating to the Lot.
3. A sale of Lot is subject to the restrictions enumerated in the schedule attached or annexed hereto.
4. The restrictions shall be for the benefit of the Lot.

EXECUTION(S): Execution Date Parties' Signatures:

<p>Officer's Signature:</p>  <p>DAVID ADAMS Barrister &amp; Solicitor 402-707 Fort Street Victoria, B.C. V8W 2T6</p>	<p>Y 09</p>	<p>M 5</p>	<p>D 5</p>	<p>FOUR POINT IMPORTS LTD. by its authorized signatory:</p>  <p>DAVID CRAIG</p>
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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., 1996, c. 124, 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, Crest Brokerage Ltd., the holder of the following registered charge:

Mortgage EX117545

consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over Mortgage EX117545.

**EXECUTION(S):**

Officer's Signature:


Execution Date (Y/M/D)

Chargeholder's Signature:



2009 05 28

CREST BROKERAGE LTD.  
by its authorized signatory:



---

DAVID ADAMS  
Barrister & Solicitor  
402-207 Fox Street  
Victoria, B.C. V8W 2T6

JOHN HAYES

**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. 1996, c. 124, 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, HSBC Bank Canada, the holder of the following registered charges:

Mortgage FA111654 and Assignment of Rents FA111655

consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over Mortgage FA111654 and Assignment of Rents FA111655.

**EXECUTION(S):**

Officer's Signature:

Execution Date (Y/M/D)


Chargeholder's Signature:

  
\_\_\_\_\_


09 May 11

**WENDY CLARKE**  
A COMMISSIONER FOR TAKING AFFIDAVITS  
FOR BRITISH COLUMBIA  
885 WEST GEORGIA STREET  
VANCOUVER, B.C.  
V6C 3G1

HSBC BANK CANADA  
by its authorized signatory

  
\_\_\_\_\_

Print Name:

  
\_\_\_\_\_

Print Name:

**MICHAEL LE NABAT**  
Assistant Vice President  
Commercial Real Estate

**COMMERCIAL FINANCIAL SERVICES OFFICER**

**COMMERCIAL FINANCIAL SERVICES OFFICER**

**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. 1996, c. 124, 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.

**SCHEDULE OF RESTRICTIONS ATTACHED**

LAND TITLE ACT  
FORM E  
SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:  
(PID) (LEGAL DESCRIPTION)

_____	Lot 2, District Lot 24, North Salt Spring Island, Cowichan District, Plan VIP <u>87215</u>
_____	Lot 4, District Lot 24, North Salt Spring Island, Cowichan District, Plan VIP <u>87215</u>
_____	Lot 5, District Lot 24, North Salt Spring Island, Cowichan District, Plan VIP <u>87215</u>
_____	Lot 6, District Lot 24, North Salt Spring Island, Cowichan District, Plan VIP <u>87215</u>
_____	Lot 7, District Lot 24, North Salt Spring Island, Cowichan District, Plan VIP <u>87215</u>
_____	Lot 8, District Lot 24, North Salt Spring Island, Cowichan District, Plan VIP <u>87215</u>
_____	Lot 9, District Lot 24, North Salt Spring Island, Cowichan District, Plan VIP <u>87215</u>
_____	Lot 10, District Lot 24, North Salt Spring Island, Cowichan District, Plan VIP <u>87215</u>
_____	Lot 11, District Lot 24, North Salt Spring Island, Cowichan District, Plan VIP <u>87215</u>
_____	Lot 12, District Lot 24, North Salt Spring Island, Cowichan District, Plan VIP <u>87215</u>

## **Schedule of Restrictions**

### **1. CONSTRUCTION REQUIREMENTS**

#### **1.1 Plan Approval**

No dwelling, building or other improvement collectively the "dwelling" shall be constructed unless and until the architectural design, specifications, elevations, the drainage, irrigation and landscape plans, other plans and specifications showing compliance in all respects with these restrictions and showing driveway location, surfacing and grades, view corridors, tree retention, elevations, siting, size, colour scheme and all materials to be used have been submitted to and approved in writing by the Developer or by its authorized agent (the "Approving Authority") such approval shall be in the sole direction of the Approving Authority which may arbitrarily reject such plans and specifications and construction shall include grading, filling or other preparatory work on the lot.

### **2. SITE REQUIREMENTS**

#### **2.1 Parking**

All vehicles must be parked in garages or carports. Garages must be enclosed. Other than carports, no garages without doors shall be constructed or placed on any lot.

#### **2.3 Lot Grading**

Foundation excavations must be filled back, and excess soil must be removed from the site.

#### **2.4 Landscaping**

Lawn only is not permitted within any street fronting hard area.

#### **2.5 Irrigation System**

All lots must have an in-ground irrigation system installed to irrigate all street fronting yard areas including all trees, lawns, shrubs and flowerbeds. The system servicing the planting beds must be micro-drip compliant.

#### **2.6 Fencing**

- (a) Any fencing in the back yard shall not exceed 1.5 metres in height. Hedges may be planted however they must not exceed 1.5 metres and must be kept to that height through pruning.
- (b) Fencing shall not exceed 1.5 metres in height.

**3. DESIGN REQUIREMENTS**

**3.1 Roof and Eaves**

No dwelling shall be constructed on any lot with a roof finished in any material other than a fiberglass or asphalt 25 year shingle with ridge class capping, or cedar shakes.

**3.2 Exterior Materials**

All dwellings must use a combination of materials on the front face of the home.

**3.3 House Numbers, Exterior Lighting**

Exterior light fixtures shall not be located or directed so as to cause glare or illuminate adjacent lots. House numbers shall be displayed on the lot marker supplied and installed by the developer. Landscaping around the lot marker must not obscure either the marker or block the light fixture.

**4. GENERAL REQUIREMENTS**

**4.1** No junk or wrecked or partially wrecked motor vehicles, nor any salvage materials, nor goods intended for commercial use or sale, nor shall any waste nor refuse be kept or stored on any lot.

**4.2** No garbage receptacle or compost heap shall be kept on any lot unless screened from view from the street or any neighboring lot at all times.

**4.3** Except for private passenger vehicles, no chattels, including but not limited to, trailers, campers, motor homes, trucks or boats, shall be parked, placed or situated on any lot except in an area of the lot which is bounded by a screen which is specifically designed for the purposes of providing visual screening for the benefit of neighboring lots. Screening or fencing shall not protrude into the area between the "building line" and "front lot line" of the main dwelling.

**4.4** There shall be no satellite dish erected or placed on the lots except small satellite dishes (i.e. less than 76.20 cm.). Satellite dishes shall not be visible from the road. Ham radio antennas are not permitted to be erected or placed on any lot.

**4.5** Pursuant to the Land Title Act, the Developer reserves the right to waive or modify these restrictions regarding any unsold lots at any time.

**END OF DOCUMENT**