

**AMENDED
DISCLOSURE STATEMENT**

SOUTHPOINT – PHASE 1B, STAGE 1 DEVELOPMENT

Victoria, BC

DATE OF ORIGINAL DISCLOSURE STATEMENT: JULY 11, 2018

DATE OF PRIOR AMENDMENTS: N/A

DATE OF THIS AMENDMENT: AUGUST 30, 2018

NAME OF DEVELOPER: SOUTHPOINT PARTNERS LTD.

ADDRESS: 116-967 Langford Parkway, Victoria, BC V9B 0A5

ADDRESS FOR SERVICE: #101-797 Goldstream Avenue, Victoria, BC, V9B 2X5

REAL ESTATE BROKERS OF DEVELOPER:

**ROYAL LEPAGE COAST CAPITAL REALTY – #124-967 LANGFORD PARKWAY,
VICTORIA, BC, V9B 0A5**

AND

**PEMBERTON HOLMES - #150-805 CLOVERDALE AVENUE,
VICTORIA, BC, V8X 2S9**

This Disclosure Statement relates to a development property that is not yet completed. Please refer to section 7.2 for information on the purchase agreement. That information has been drawn to the attention of _____, (name(s) of purchaser(s)) who has/have confirmed that fact by initialling in the space provided here: _____

This is a phased disclosure statement filed pursuant to the *Real Estate Development Marketing Act (B.C.)*.

DISCLAIMER

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, 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 a 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 the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

The rescission notice may be served by delivering or sending by registered mail, a signed copy of the notice 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 deposit 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.

AMENDMENT TO ORIGINAL DISCLOSURE STATEMENT

1. Section 4.4(h) of the Disclosure Statement is amended by adding the following words after "efficiency"

"in approximately the form attached as Exhibit F"
2. Section 4.4(i) of the Disclosure Statement is deleted in its entirety.
3. Section 4.4 of the Disclosure Statement is amended to include the following:
 - i. a S.219 Nuisance Covenant in favour of the City
4. Exhibit B is deleted in its entirety and replaced with Exhibit B attached to this Amendment.
5. Exhibit D is deleted in its entirety and replaced with Exhibit D attached to this Amendment.
6. Exhibit F is added to the Disclosure Statement and is attached to this Amendment.

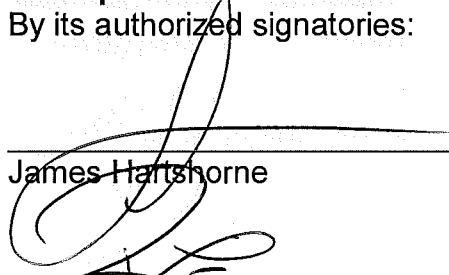
Deemed Reliance


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 a 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 August 30, 2018.

Southpoint Partners Ltd.
By its authorized signatories:


James Hartshorne


Ron Coutre

All Directors in their personal capacity:


James Hartshorne


Ron Coutre


Greg Burke

EXHIBIT B – AMENDED DEVELOPMENT PERMIT



City of Langford

www.cityoflangford.ca

Development Permit No. DP16-0076

Development Permit No. DP16-0076 is hereby **revised and re-issued** by the Council for the City of Langford to Rohan Rupf on behalf of SouthPoint Partners within the Intensive Residential Development Permit Areas to allow for the development of 92 single family homes on fee simple lots on the property legally described as: LOT 1 SECTION 114 ESQUIMALT DISTRICT PLAN EPP65048, PID No. 029-932-459 (2300 Bear Mountain Parkway), subject to the following terms and conditions:

1. Appendices

The following requirements are imposed under Section 490 of the *Local Government Act*:

- a) The site shall be developed in substantial compliance with the site plan (Appendix A) attached to and forming part of this permit; and
- b) The site shall be developed in conformity with the general form and character of the sample elevation and floor plans and sample paint palette examples (Appendices B through J) attached to and forming part of this permit.

2. Conditions

The following requirements are imposed under Section 490 of the *Local Government Act*:

BUILDING SCHEME DESIGN GUIDELINES AND APPROVAL

- a) All individual sites and houses shall be designed in accordance with the Statutory Building Scheme Covenant registered on title. The owner must provide the written approval of the Statutory Building Scheme Administrator of the proposed site and building plans as part of any application for Building Permit submitted to the City;

ZONING

- b) The site shall be developed in accordance with the requirements of the CD12 (Comprehensive Development 12 – South Skirt Mountain) Zone;
- c) **Prior to Subdivision approval** of Phase 2 (as shown on Appendix A), the applicant shall:
 - i. Demonstrate ability to provide an adequate amount of on-street parking to a ratio of one space per every two lots and must be properly dimensioned to the satisfaction of the Director of Engineering;

- ii. Provide emergency access through to Bear Mountain Parkway via the parking area identified on the attached plan (Appendix A) to the satisfaction of the Director of Engineering and Approving Officer;

FORM AND CHARACTER

- d) Variations in height, rooflines and massing shall be provided to create visual interest;
- e) The residential buildings on the Lands shall not exhibit repetition in design, and in particular there shall not be, within any group of three adjacent dwellings on the Lands, a duplication of building height, roof shape or pitch, porch design, façade fenestration or façade finishing materials;
- f) The residential buildings on the Lands shall have such architectural features as amply proportioned porches and verandas, dormers and gables, belt courses, amply proportioned window and door trim and bargeboards, and variations in finishing materials including wood, rock, and stucco; with a preference of no more than 5 building materials being used on one elevation;
- g) When using stone or rock accents, these should appear as a supporting element to the primary mass and entryway, however they should not be visually heavier than the primary building material on the elevation;
- h) Windows shall not have more than two shapes and should use the same window trim across the elevation, in order to avoid visual clutter;
- i) Windows on the second storey should be smaller or equal in size to the ground-level windows;
- j) The residential buildings on the Lands shall have maximum fenestration of side lot facades as allowable under the *BC Building Code*;
- k) Garage doors should integrate into the overall design of the home and should create visual interest with trim and decorative accents, window transoms and other elements to break up the mass;
- l) Houses on corner lots shall address each street frontage with an attractive building face, including elements that may project into side yard setbacks;

LANDSCAPING

- m) Landscaping shall provide:
 - i. Screening for the privacy of occupants of properties adjacent to the intensive residential development;
 - ii. Low-height vegetation between adjacent driveways to mitigate the visual impact of paved surfaces; and
 - iii. Plant species which may be considered drought resistant;
- n) Landscaping/screening areas between parking areas and roads should be a minimum height of 1.2 m (4ft) at time of planting;

- o) All planted areas should be serviced and maintained by an underground automatic sprinkler system;
- p) The areas marked as open space on Appendix A shall be maintained in a natural state and shall be demarcated to prevent intrusion into those areas with the exception of the emergency access route;
- q) The areas marked as open space on Appendix A shall be maintained in a natural state. **Prior to Subdivision approval**, the project biologist shall confirm that the areas demarcated as open space are in a natural state. If there has been disturbance to these areas, the applicant shall provide a landscape plan and bond to the Director of Planning to return the area to its natural state;

INTERFACE FIRE HAZARD

- s) All buildings must include fire-retardant roof materials and non-combustible siding materials;
- t) Wooden roofing material (shakes or shingles) and non ULC-rated wood siding are specifically prohibited;
- u) Fuel reduced buffers shall be established around new dwellings to a distance equal to 10 m (32 ft) from the perimeter of every building, or to the property boundary, whichever is less;
- v) **Prior to subdivision registration**, the applicant shall register a Section 219 covenant agreeing that:
 - i. No outdoor burning shall occur on the subject property;
 - ii. A fuel reduced buffer shall be maintained at all times from the perimeter of every building to a distance equal to 10 m (32 ft) from the perimeter of every building, or to the property boundary, whichever is less, and that this area shall be landscaped and maintained with the intent of eliminating the accumulation of combustible debris;
 - iii. If the fuel reduced buffers are not maintained, that the owner shall be required to pay a rent charge to the City of Langford of \$1000 per year; and
- w) All eaves, attics, decks and openings under floors must be screened;
- x) Building design and construction shall generally be consistent with the standards of the *National Fire Protection Association Standard 299* (Standard for Protection of Life and Property from Wildfire);
- y) Residents are encouraged to incorporate fire-resistive native plants, such as deciduous trees (dogwood, Garry Oak); shrubs (redcurrant, snowberry, Saskatoon Berry, baldhip rose); and ground cover (salal, Oregon-grape, evergreen huckleberry, boxwood, ferns) into their landscaped areas;

STORMWATER MANAGEMENT

- z) A stormwater management plan, if required, shall be provided, to the satisfaction of the Director of Engineering, prior to issuance of a building permit;
- aa) Due regard shall be given to maintaining the normal drainage system of the subject property, and

regulating both the quality and quantity of stormwater run-off from the site, with the expressed objectives of:

- i. Not increasing the volume of storm water discharge from the site;
- ii. Not increasing the sediment loadings of stormwater discharge from the site; and
- iii. Preventing potential spills of hazardous materials, oils and other contaminants into the stormwater discharge from the site.

GENERAL

- bb) All soil removal and deposit works and blasting works shall be approved by the Engineering Department, as required by Bylaw Nos. 181 and 1000, before commencing work. This permit does not imply any approval of such works;
- cc) All road frontage improvements, use of road rights-of-way, off-site works and services shall be approved by the Engineering Department before commencing work. This permit does not imply any approval of such works;
- dd) On-site services are not to be installed in advance of obtaining the necessary permits from the Building and Engineering Departments; and
- ee) Full frontage improvements shall be provided in accordance with Bylaw No. 1000, and to the satisfaction of the Director of Engineering.

3. Bonding

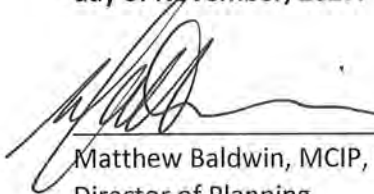
Prior to Subdivision Approval the applicant must deposit the following security under Section 502 of the *Local Government Act*:

- a) An engineering security deposit to the satisfaction of the Director of Engineering for works that may include frontage improvements and roadway damage deposit pursuant to City bylaws.

4. Expiry

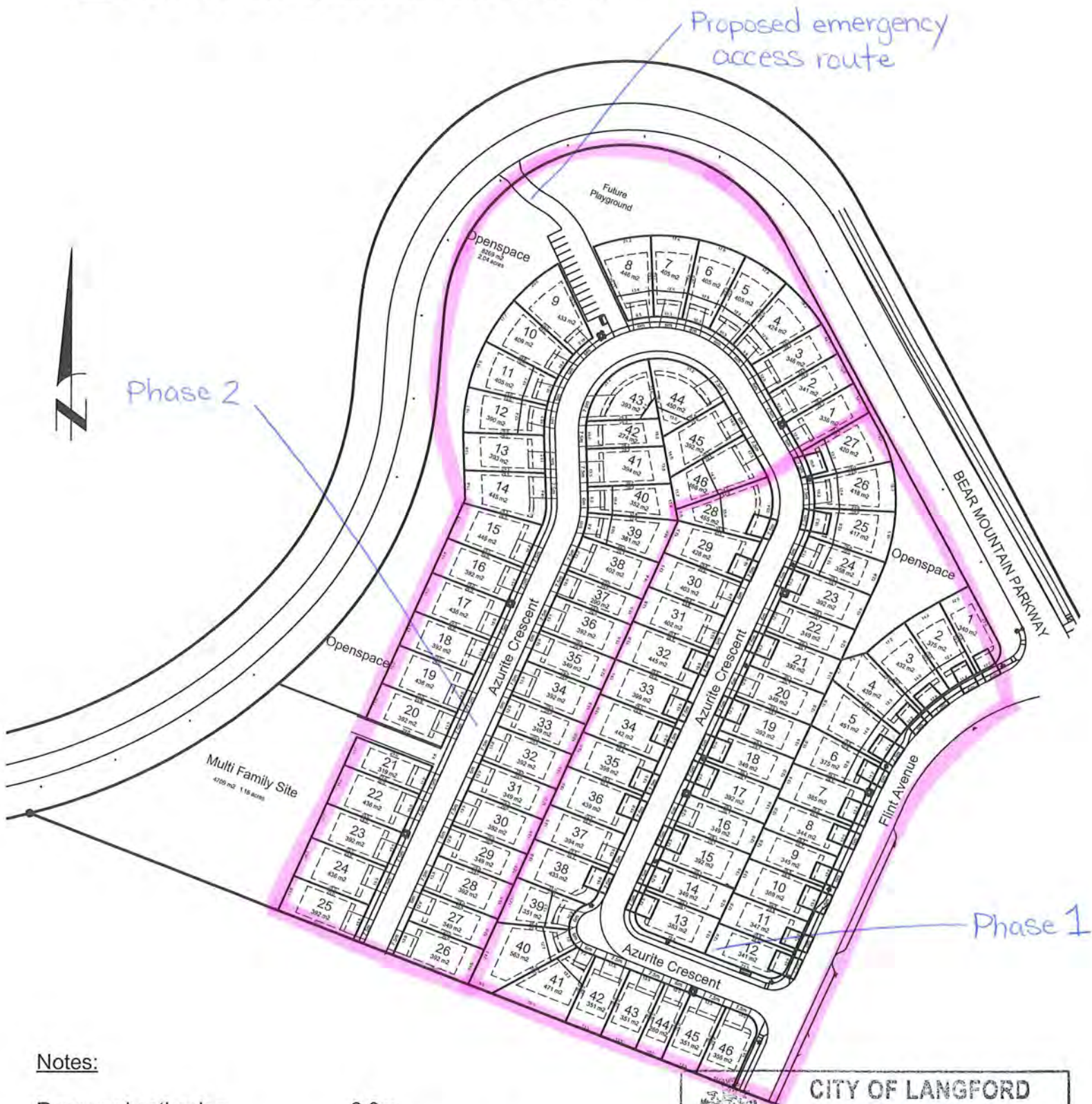
Pursuant to Section 504 of the *Local Government Act*, this permit will lapse on the second anniversary of the date of issuance unless the works, in accordance with the terms and conditions of this permit, has been substantially started.

Approved by the Director of Planning the 7th day of December, 2016 and **revised and re-issued the 28th day of November, 2017.**



Matthew Baldwin, MCIP, RPP
Director of Planning
:sh

SOUTHPOINT



Notes:

Rear yard setback = 6.0m
 Front yard setback = 4.5m to building
 6.0m to garage door
 Interior side yard setback = 1.51m
 Exterior side yard setback = 2.0m



CITY OF LANGFORD
 Development Permit

No. 1673
 DP.

Appendix **A**

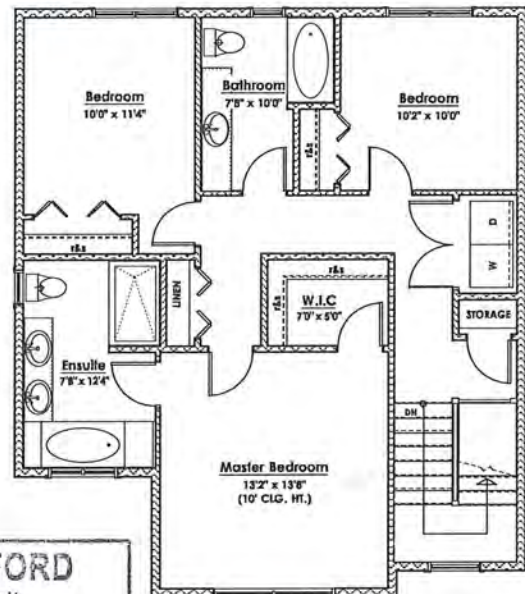
City Planner

Issued

Sample Elevation & Floor Plan #1



*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



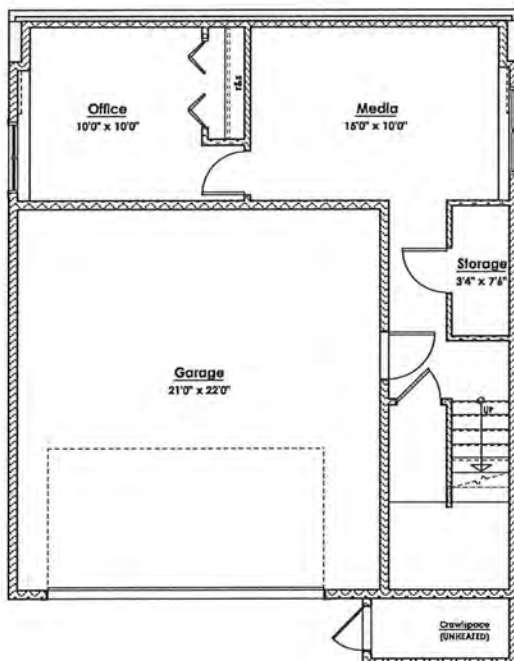
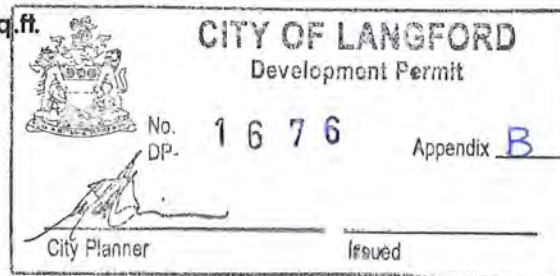
Upper Floor
936 sq.ft.

LIVING AREA

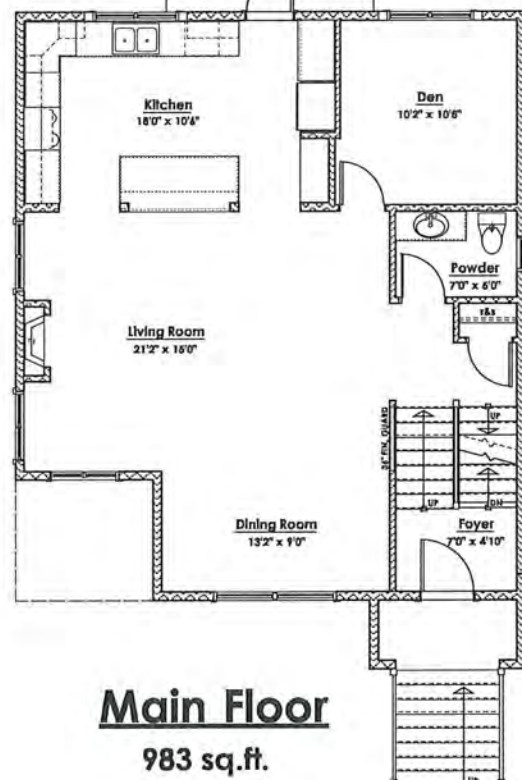
Primary: 2416 sq.ft.

OTHER

Garage: 506 sq.ft.



Lower Floor
497 sq.ft.





Main Floor
983 sq.ft.

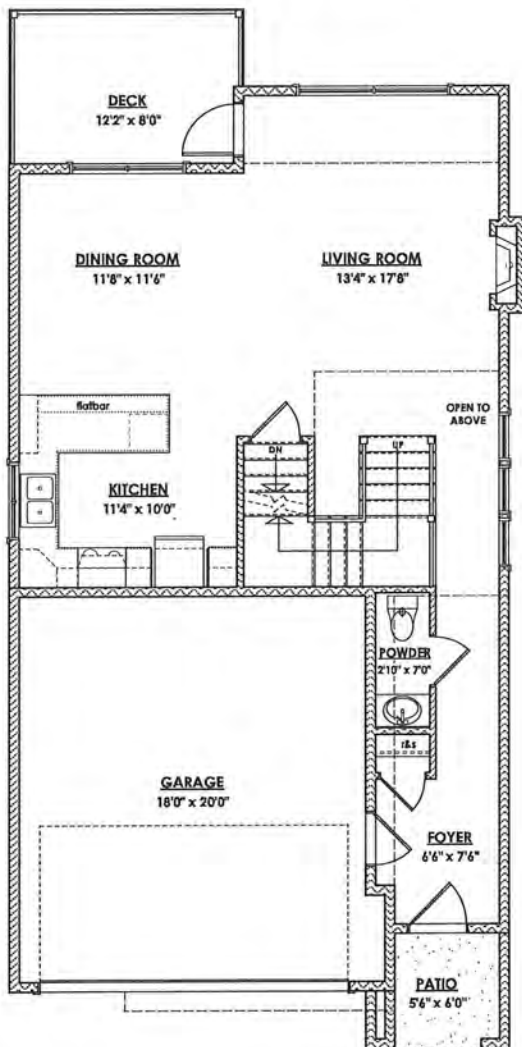


Front Elevation

Sample Elevation & Floor Plan #2

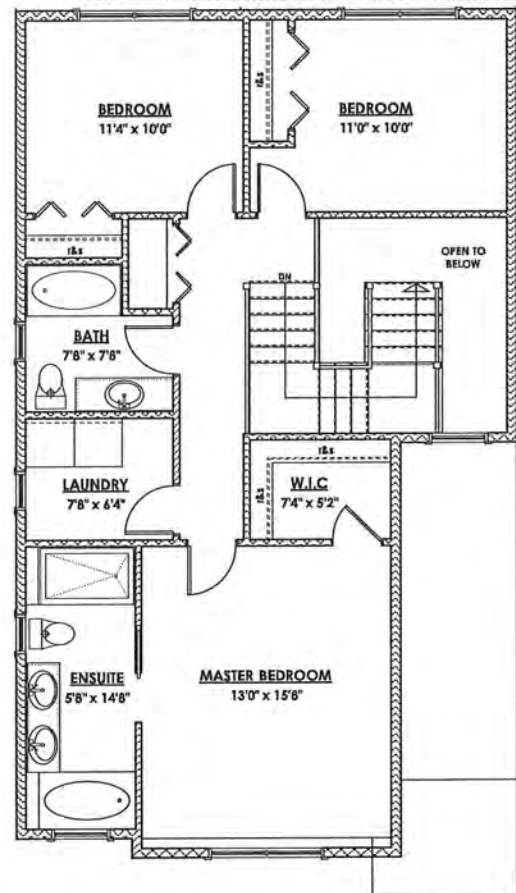
*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.

 CITY OF LANGFORD Development Permit	
No. DP.	1676
Appendix C1	
 City Planner	Issued



Main Floor

Living: 753 sq.ft



Upper Floor

Living: 864 sq.ft

LIVING AREA

Primary:	1,625 sq.ft.
Suite:	557 sq.ft.
Total:	2,182 sq.ft.

OTHER

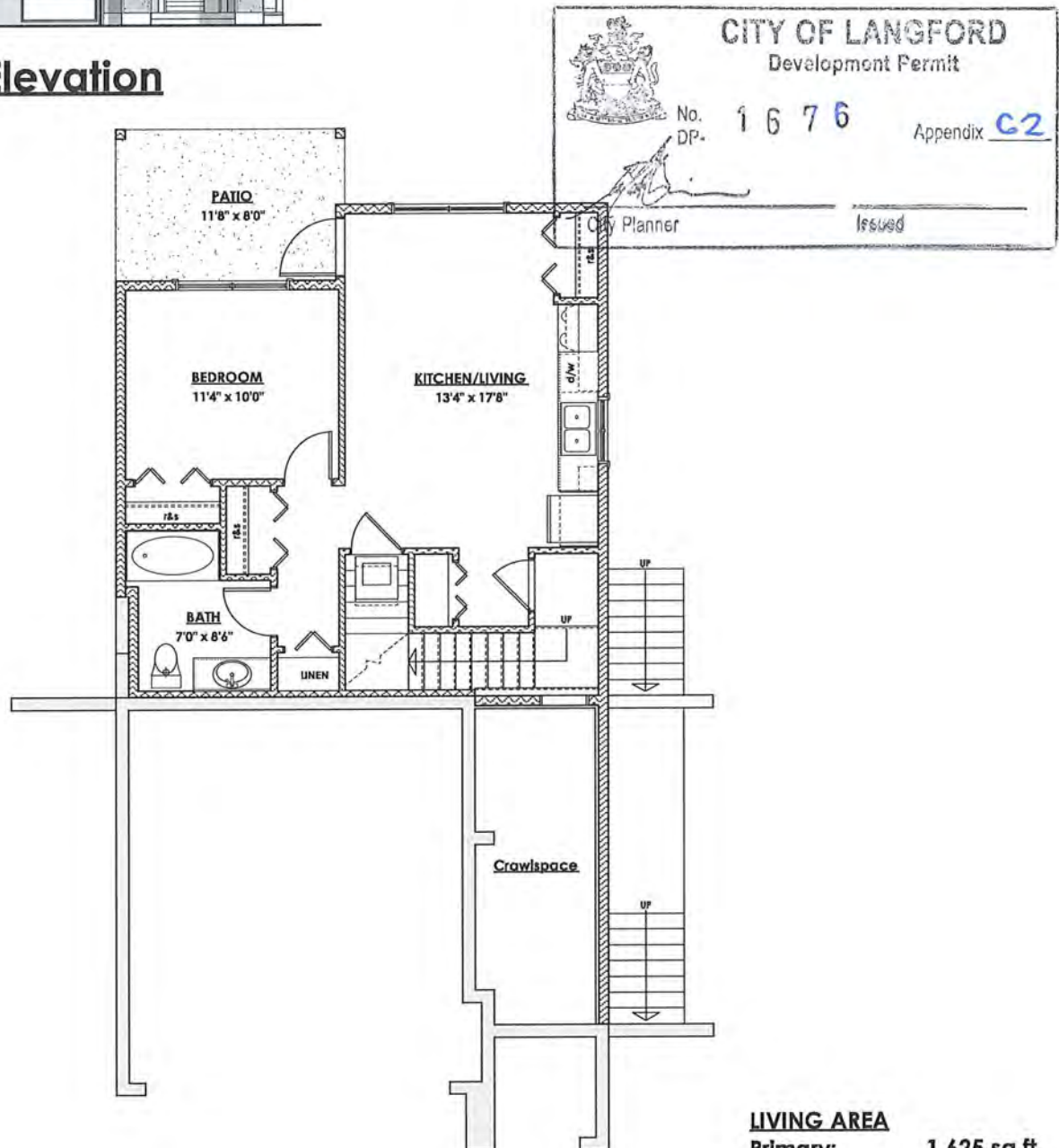
Garage:	404 sq.ft.
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Front Elevation

Sample Elevation & Floor Plan #2

*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



Lower Floor

565 sq.ft

LIVING AREA

Primary: 1,625 sq.ft.
Suite: 557 sq.ft.
Total: 2,182 sq.ft.

OTHER

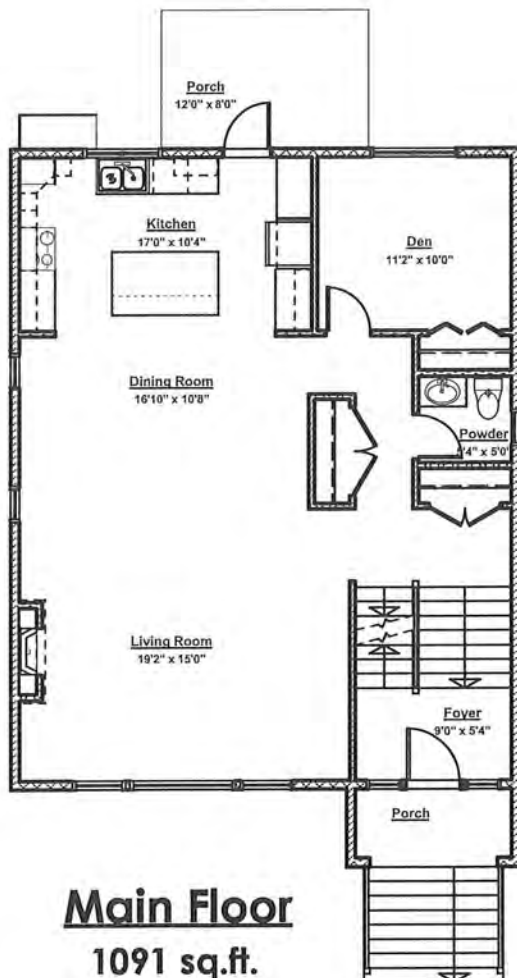
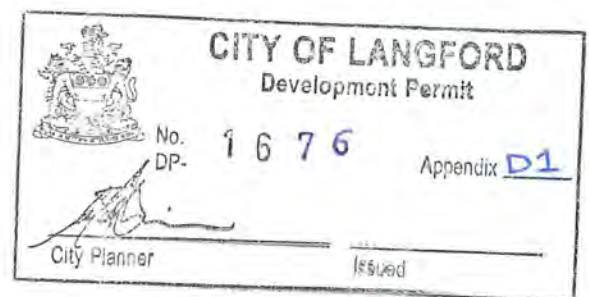
Garage: 404 sq.ft.



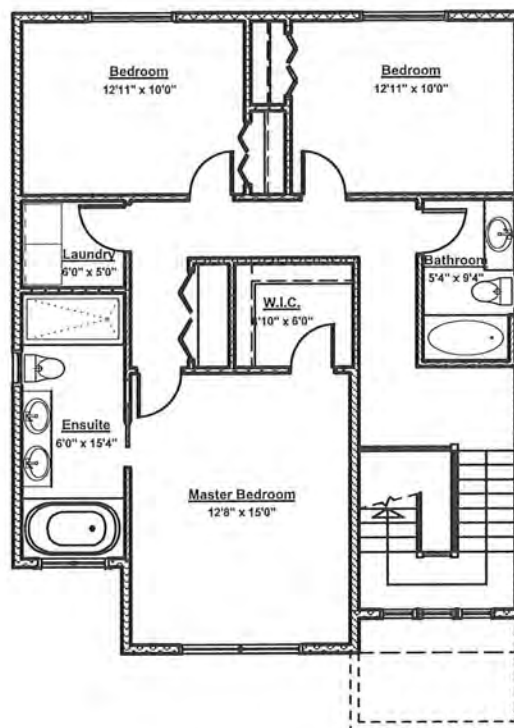
Front Elevation

Sample Elevation & Floor Plan #3

*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



Main Floor
1091 sq.ft.



Upper Floor
1030 sq.ft.

LIVING AREA

Primary:	2136 sq.ft.
Suite:	545 sq.ft.
Total:	2681 sq.ft.

OTHER

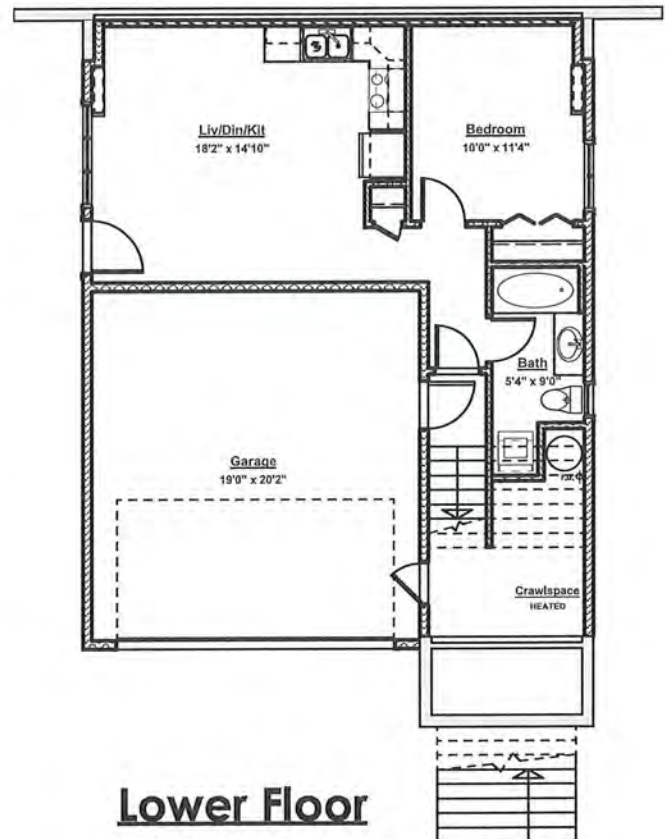
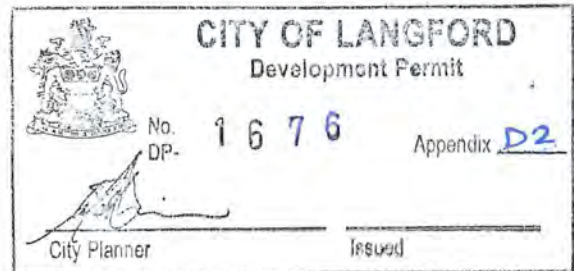
Garage:	423 sq.ft.
Crawlspace:	108 sq.ft.



Front Elevation

Sample Elevation & Floor Plan #3

*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



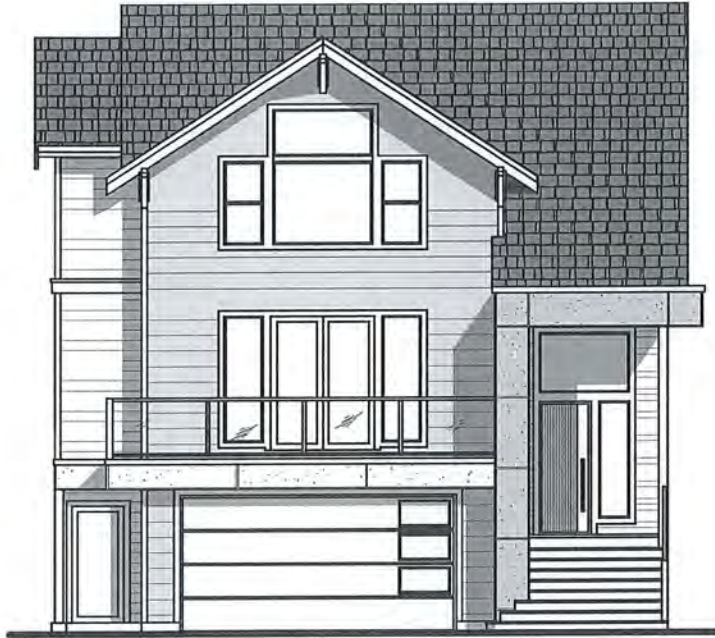
Lower Floor
561 sq.ft.

LIVING AREA

Primary: 2136 sq.ft.
Suite: 545 sq.ft.
Total: 2681 sq.ft.

OTHER

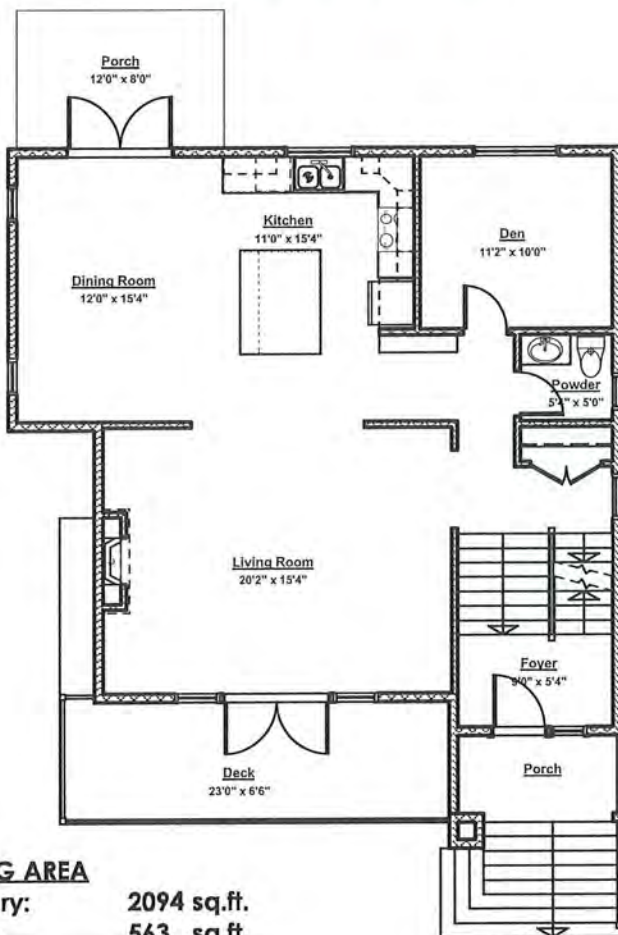
Garage: 423 sq.ft.
Crawlspace: 108 sq.ft.



Front Elevation

Sample Elevation & Floor Plan #4

*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



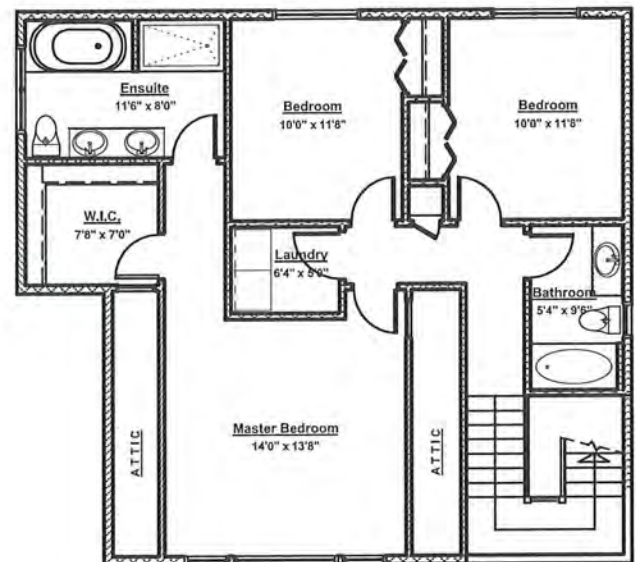
LIVING AREA

Primary: 2094 sq.ft.
Suite: 563 sq.ft.
Total: 2657 sq.ft.

OTHER

Garage: 445 sq.ft.
Crawlspace: 111 sq.ft.
Attic: 94 sq.ft.

Main Floor
1078 sq.ft.



Upper Floor
953 sq.ft.

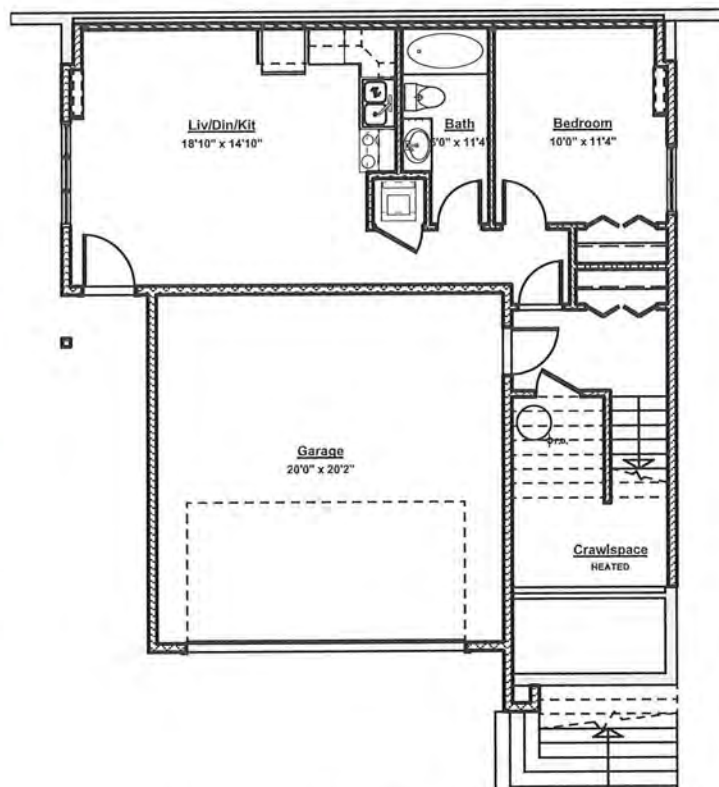
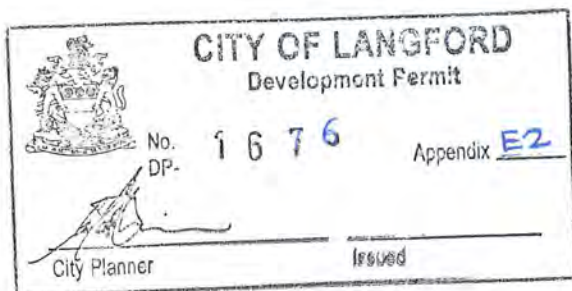
	CITY OF LANGFORD	
	Development Permit	
No. DP-	1676	Appendix <u>E1</u>
	City Planner	Issued



Front Elevation

Sample Elevation & Floor Plan #4

*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



Lower Floor
626 sq.ft.

LIVING AREA

Primary: 2094 sq.ft.
Suite: 563 sq.ft.
Total: 2657 sq.ft.

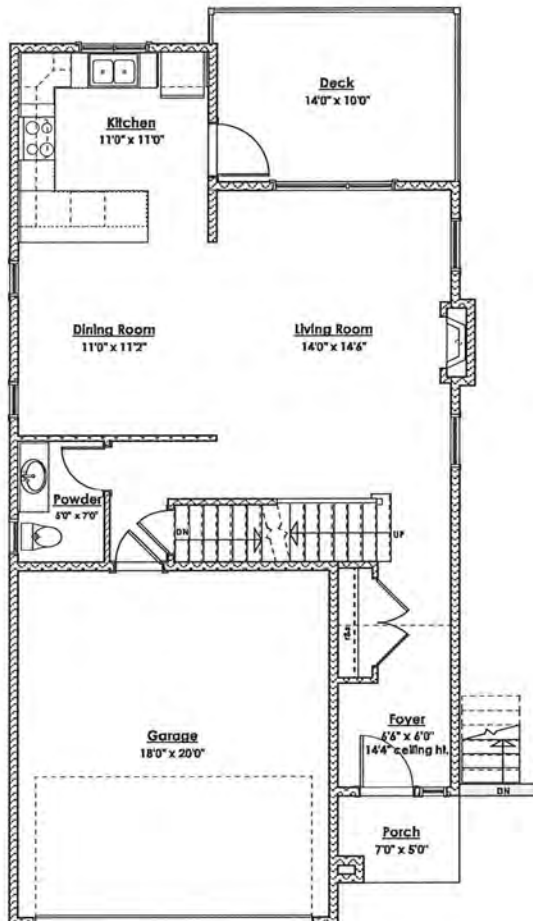
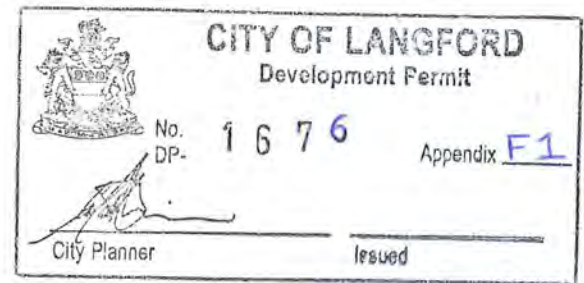
OTHER

Garage: 445 sq.ft.
Crawlspace: 111 sq.ft.
Attic: 94 sq.ft.

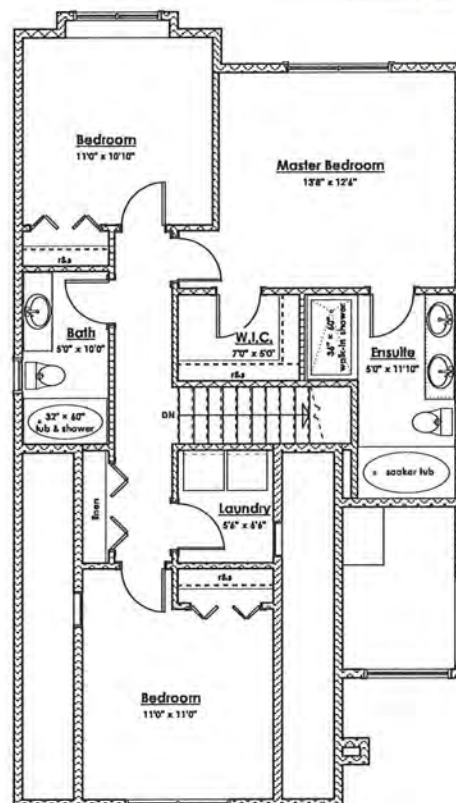


Sample Elevation & Floor Plan #5

*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



Main Floor
768 sq.ft.



Upper Floor
879 sq.ft.

LIVING AREA

Primary:	1690 sq.ft.
Suite:	625 sq.ft.
Total:	2315 sq.ft.

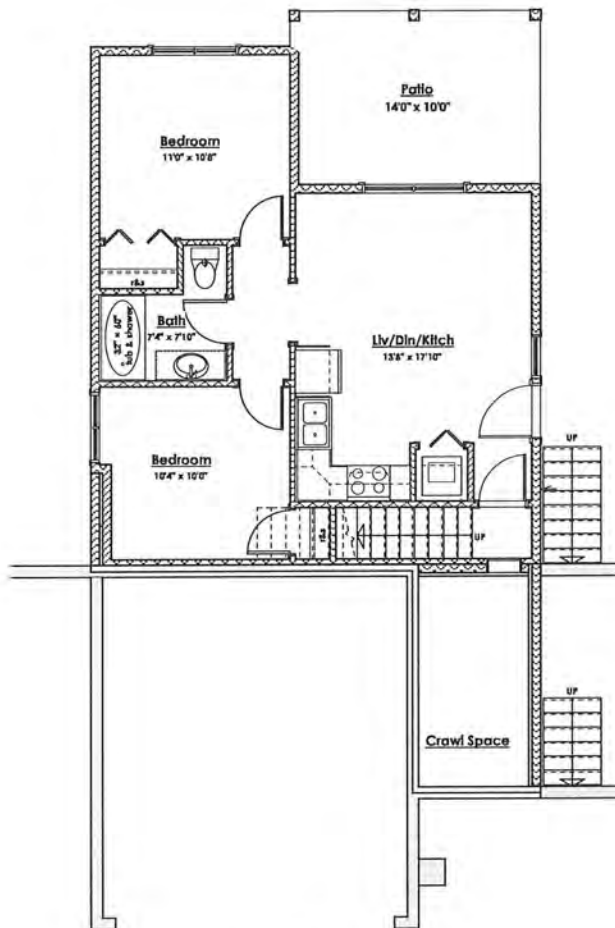
OTHER

Garage:	399 sq.ft.
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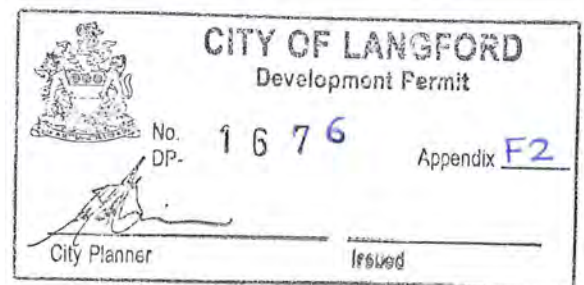


Sample Elevation & Floor Plan #5

*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



Lower Floor
668 sq.ft.

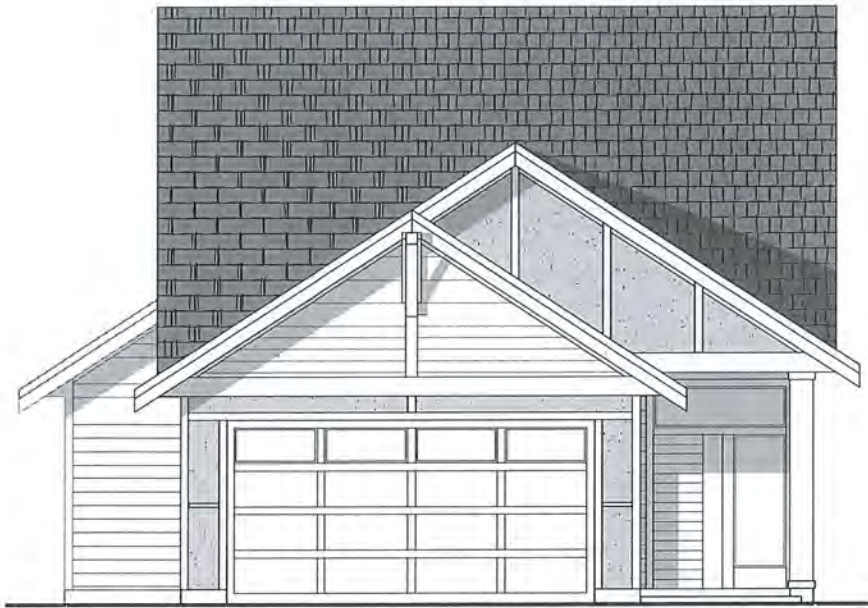


LIVING AREA

Primary:	1690 sq.ft.
Suite:	625 sq.ft.
Total:	2315 sq.ft.

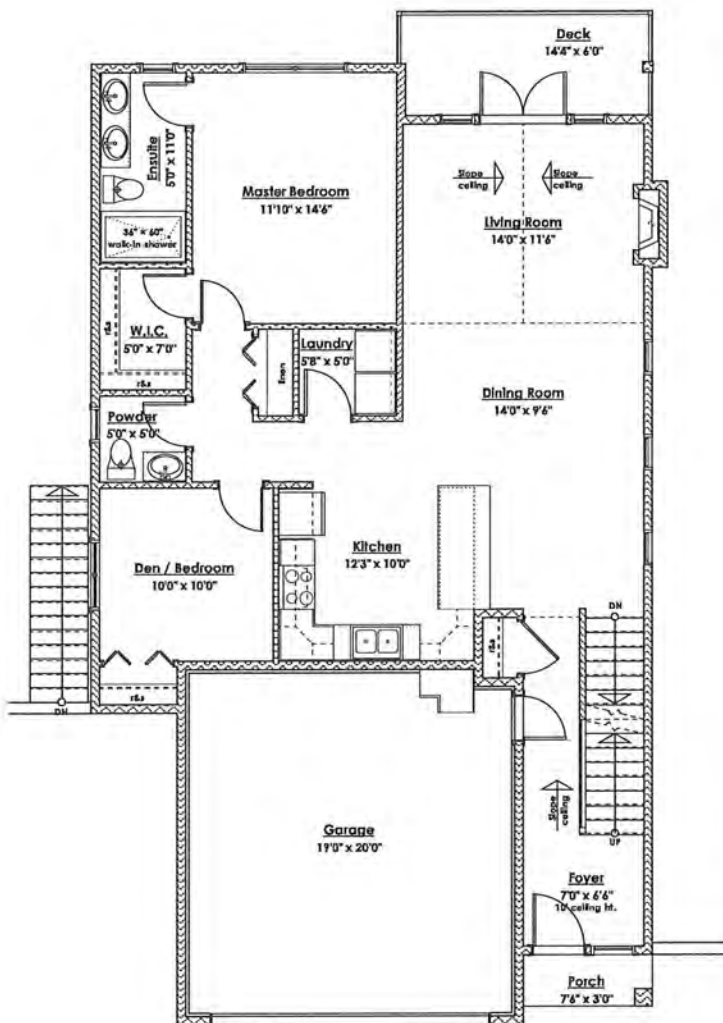
OTHER

Garage:	399 sq.ft.
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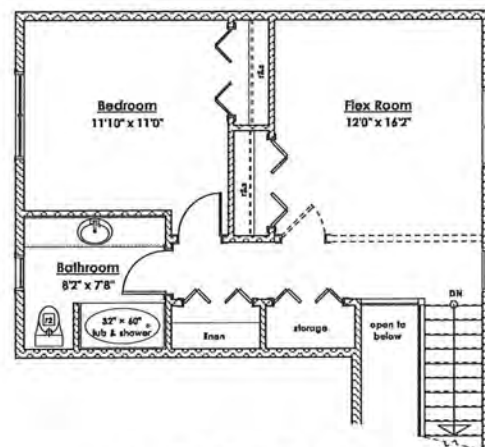
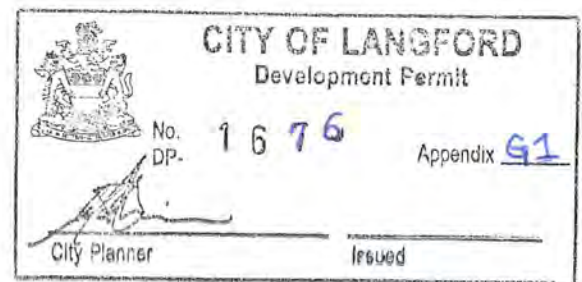
Sample Elevation & Floor Plan #6

*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



Main Floor

1228 sq.ft.



Upper Floor

528 sq.ft.

LIVING AREA

Primary:	2086 sq.ft.
Suite:	893 sq.ft.
Total:	2979 sq.ft.

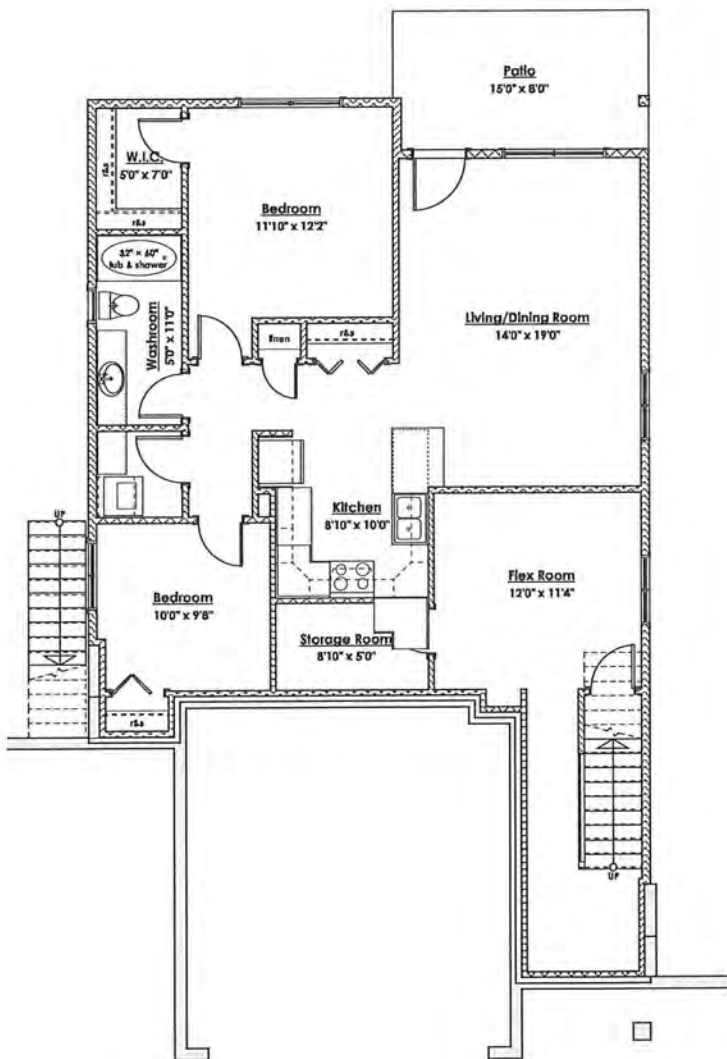
OTHER

Garage:	418 sq.ft.
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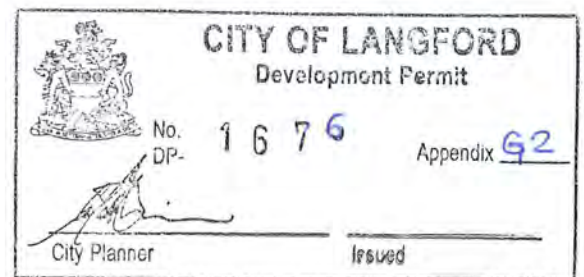
Sample Elevation & Floor Plan #6

*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



Lower Floor

1223 sq.ft.



LIVING AREA

Primary:	2086 sq.ft.
Suite:	893 sq.ft.
Total:	2979 sq.ft.

OTHER

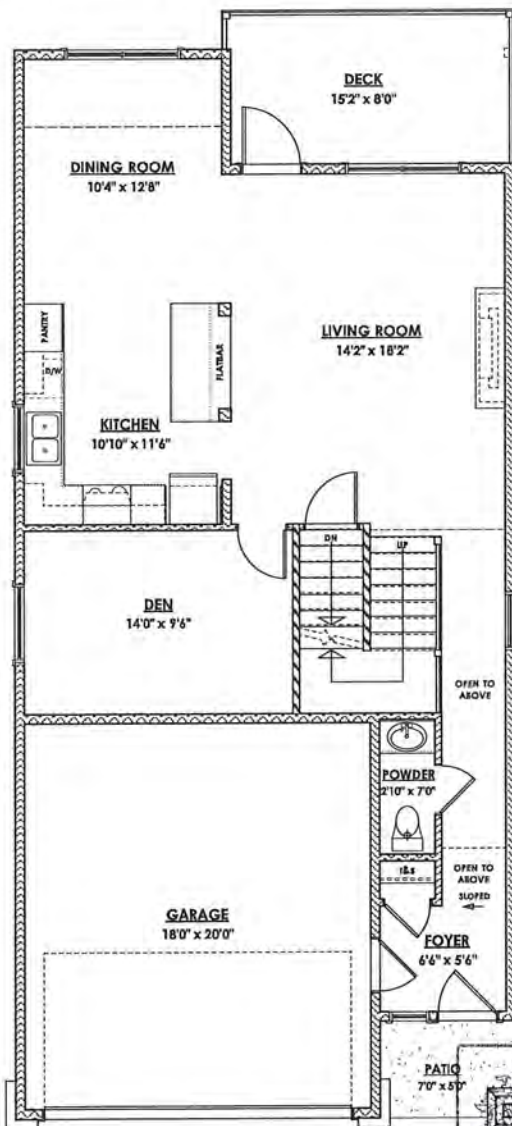
Garage:	418 sq.ft.
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Front Elevation

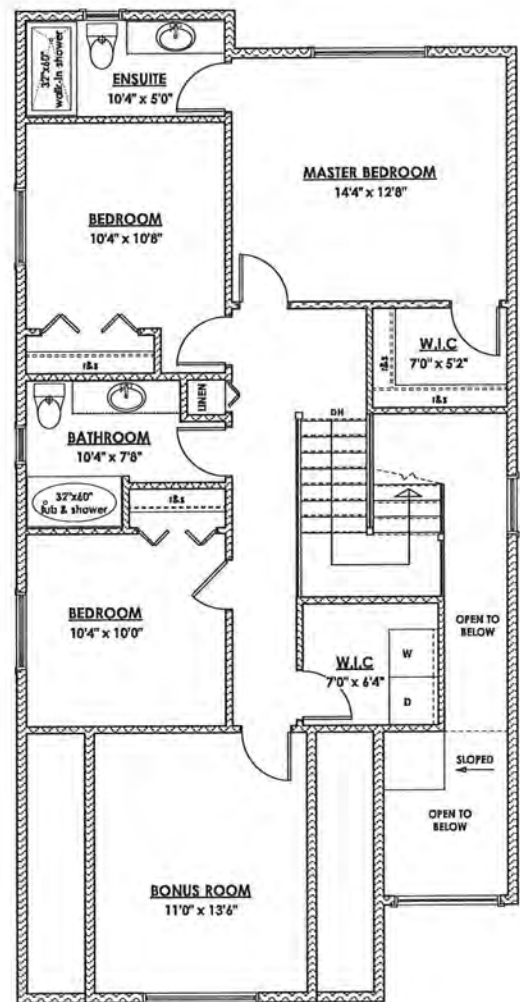
Sample Elevation & Floor Plan #7

*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



Main Floor

921 sq.ft



Upper Floor

978 sq.ft

CITY OF LANGFORD
Development Permit

No. **1676** Appendix **H1**

City Planner _____ Issued _____

LIVING AREA

Primary: 1,899 sq.ft.
Suite: 752 sq.ft.
Total: 2,651 sq.ft.

OTHER

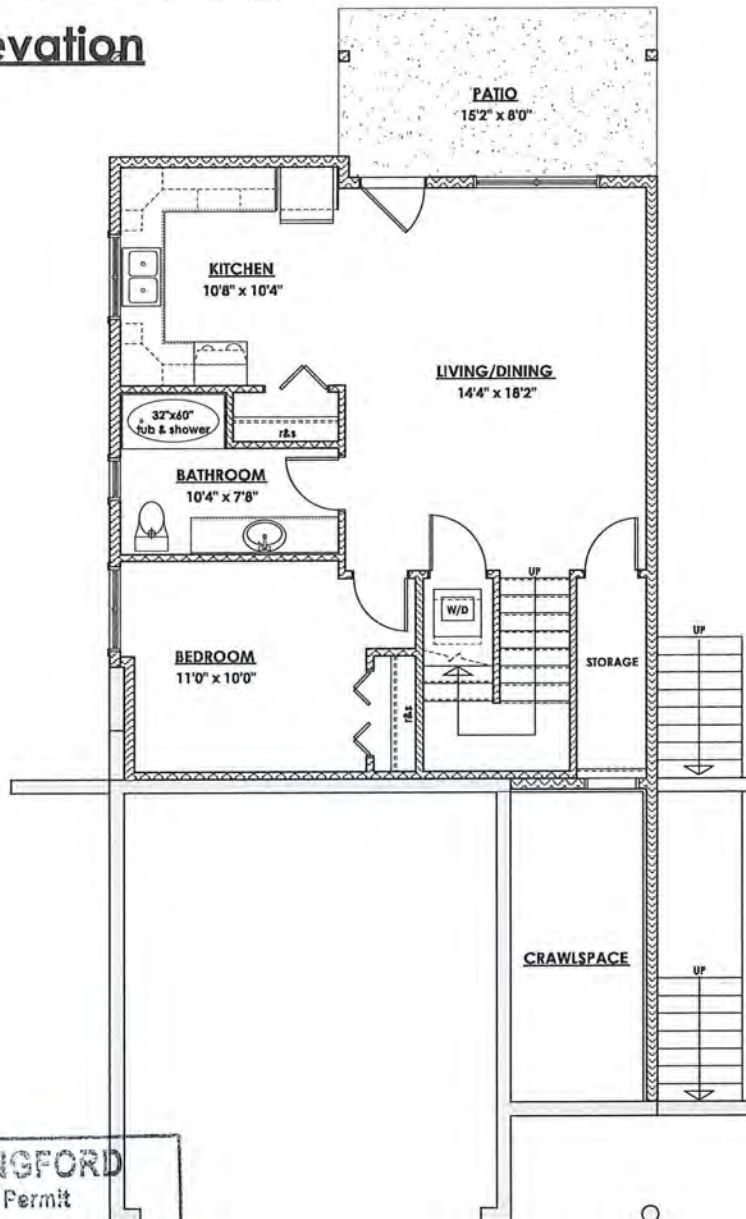
Garage: 399 sq.ft.

Sample Elevation & Floor Plan #7



Front Elevation

*NOTE: In the interest of maintaining high standards, the developer reserves the right to modify plans, specifications and design without prior notice. Drawings contained within are artist renderings only. Sizes and dimensions are approximate and may vary with actual plan and survey. Exterior style may change pending municipal approval.



Lower Floor

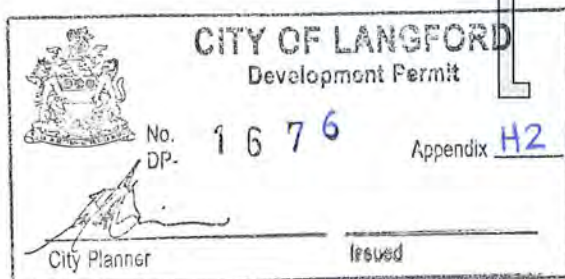
752 sq.ft

LIVING AREA

Primary:	1,899 sq.ft.
Suite:	752 sq.ft.
Total:	2,651 sq.ft.

OTHER

Garage:	399 sq.ft.
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CITY OF LANGFORD
Development Permit


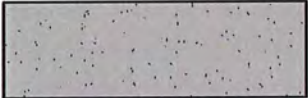

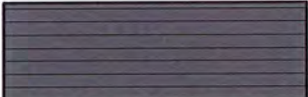





No. **1676** Appendix **I**

DP. _____

City Planner _____

Issued _____

Paint Pallet Example # 1

Gutters		Panel Board	
	Genteck-Slate 523		SW- 7016 Mindful Gray
Soffits		7" Lap Siding	
	Genteck-Slate 523		SW- 7019 Gauntlet Gray
Roof		12" Lap Siding	
	PB Mystique 42- Shadow Black		SW- 7019 Gauntlet Gray
Front Door		Trim	
	Natural Cedar Stain		SW- 7020 Black Fox
Garage Door			
	SW- 7017 Dorian Gray		



Paint Pallet Example # 2

Gutters		Acent Braces	
	Genteck-Canyon Clay 510		SW- 6258 Tricorn Black
Soffits		Panel Board	
	Genteck-Canyon Clay 510		SW- 7052 Gray Area
Roof		7" Lap Siding	
	PB Mystique 42- Shadow Black		SW- 7053 Adaptive Shade
Front Door		10" Lap Siding	
	Natural Cedar Stain		SW- 7047 Porpoise
Garage Door		Trim	
	SW- 7047 Porpoise		SW- 7050 Useful Gray

CITY OF LANGFORD
Development Permit

No. 1676
DP.

Appendix

City Planner

Issued

EXHIBIT D – PROPOSED STATUTORY BUILDING SCHEME
AND SOUTHPOINT DESIGN GUIDELINES

LAND TITLE ACT

FORM 35
(section 220(1))

Declaration of Building Scheme

NATURE OF INTEREST CHARGE: Building Scheme

FEES OF: \$ _____

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

Southpoint Partners Ltd. Inc. No. BC0459576
116-967 Langford Parkway
Victoria, BC, V9B 0A5

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

ERA LAW
Barristers & Solicitors
#101-797 Goldstream Avenue
Victoria, BC, V9B 2X5

Signature of Solicitor

I, Southpoint Partners Ltd. declare that:

1. I am the registered owner in fee simple of the following land (hereinafter called "the Lots")

Lots 1-24, Section 114, Esquimalt District, Plan EPP83521
2. I hereby create 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.

EXECUTION(S):

Officer Signature(s)

(as to both signatures)

Execution Date

Y	M	D
---	---	---

Registered Owner(s) Signature(s)

SOUTHPOINT PARTNERS LTD.

By its authorized signatory(ies):

Print Name:

Print Name:

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, NEXTGEN VENTURES LTD. INC. NO. BC1007317, the holders of Mortgage No. CA4648787 and Assignment of Rents No. CA4648788, and FIRST WEST CREDIT UNION, INC. NO. FI 156, the holders of Mortgage No. CA5388647 and Assignment of Rents No. CA5388648 consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our respective charges.

EXECUTION(S):

Officer Signature(s)

Execution Date

Y	M	D

Charge Owner(s) Signature(s)

NEXTGEN VENTURES LTD.

By its authorized signatory(ies):

Print Name:

Print Name:

Officer Signature(s)

Execution Date

Y	M	D

Charge Owner(s) Signature(s)

FIRST WEST CREDIT UNION

By its authorized signatory(ies):

Print Name:

Print Name:

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

1. There shall not be constructed, placed, erected or maintained on any lot any dwelling, building, landscaping or other improvements (a "dwelling" or a "house") unless and until plans and specifications of any dwelling, building, landscaping or other improvements in accordance with the provisions of the design guidelines, attached as Schedule "A" hereto have been submitted to and approved in writing by Southpoint Partners Ltd. (the "Developer") or by its authorized agent or agents who shall have the right and power to approve or arbitrarily reject such plans and specifications. Such plans and specifications shall detail elevations, siting, size, colour scheme and materials to be used and construction shall include grading, filling or other preparatory work on the lot.
2. A Lot shall not be further subdivided or boundaries altered.
3. No mobile, premanufactured or modular homes shall be placed or brought on to any Lot on a temporary or permanent basis.
4. Other than domestic indoor household pets no animals, birds or livestock, including but not limited to poultry, swine, sheep, cows, cattle or other livestock shall be kept on any Lot, at any time, for any purpose.
5. Except a "for sale" sign no greater in size than 1.10 square metres offering a lot or residence for sale, no sign or advertising matter of any kind shall be placed permanently or temporarily on any Lot.
6. Except for private passenger automobiles, no chattels, including but without restricting the generality thereof, trailers, campers, recreation vehicles, motor homes, trucks, boats, motorcycles and/or commercial vehicles over 1 ton shall be parked, placed or situated on any Lot except inside the house or within an enclosed attached garage on the Lot.
7. No waste or materials of any kind whatsoever shall be stored or accumulated in the open on any Lot.
8. No electrical telephone or other lines/wiring whatsoever shall be erected or installed above ground on any Lot.
9. No wrecked, partially wrecked or unlicensed vehicles, salvage materials, equipment refuse shall be stored or kept on any Lot.
10. No building or part thereof on any Lot or Lots shall be used as a boarding house, rooming house, hotel; motel, time share, beer parlor, resort, store, restaurant, shop, or place of retail trade.
11. No water from any stream culvert; ditch, or pond shall be diverted, dammed or drained, nor shall any stream, culvert, ditch or pond within the subdivision be altered or interfered with.
12. No mechanical equipment; such as air conditioning compressors, cooling towers or rooftop units, shall be placed on any Lot where they are visually exposed and not screened from view, Consideration should be given to alternatives that do not require exterior equipment placement or building wall penetration.
13. No sound emanating from any machinery or device located on a Lot may exceed 50 dBA at 6 metre.
14. No pole mast, antennae or similar device of any kind, whether for the purposes of receiving or

transmitting radio or television signals or otherwise shall be erected or installed above ground on any Lot.

15. No satellite dishes shall be located on the front of any building or structure on a Lot and no satellite dishes shall be permitted unless they are coloured to match or blend with the relative exterior finish of the building, they are a maximum of 600 mm (24 inches) diameter in size and they are screened with plantings from neighboring property. No large ground mounted satellite dishes shall be permitted and no antennae shall be permitted except for antennae located within interior attic applications.
16. No garbage is to be put outside of buildings on a Lot unless in designated animal proof containers. No compost containers shall be permitted unless they are enclosed. No containment structures are permitted in the front yard of a Lot.
17. No recreational facilities such as hot tubs and swimming pools shall be permitted in the front yard or side yards of a Lot.
18. No outbuildings on a Lot, such as a cabana or yard maintenance shed, shall be permitted in the front yard or side yards of a Lot.
19. No improvement or landscaping on a Lot shall be allowed or permitted by any such owner to deteriorate or become unsightly or untidy, it being the intent of these restrictions that each of the Lots and Improvements or landscaping thereon shall be maintained in a neat and attractive state and condition at all times.
20. If any provision or provisions herein contained are found by any Court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void then such provision or provisions will be deleted herefrom (except where such provision or provisions are by cross-reference incorporated into another provision or such other provision is not similarly found to be illegal, invalid or otherwise unenforceable or void) and the provisions hereof will be construed as though such provision or provisions so deleted were never herein contained.
21. The provisions hereof will run with and bind all of the Lands and every portion thereof and render the Owner, each purchaser, lessee, sublessee and occupant of any Lot or any portion thereof subject to the restrictions herein set out and confer on them the benefits herein set out.
22. The building scheme will expire in the year 2050 and thereafter the provisions hereof will be on no further effect.

SCHEDULE 'A'

Southpoint Building Design Guidelines

The Vendor and the Buyer

1. To ensure compliance of form and character of construction and landscaping with the (219 Covenant, Disclosure Statement and Building Scheme – as applicable), the Owner or Buyer (the "Buyer") agrees to pay a design review fee of One Thousand Dollars (\$1,000.00) plus applicable taxes, to the Administrator as designated by Southpoint Partners Ltd. (hereafter referred to as "the Administrator") and to post a Ten Thousand Dollar (\$10,000.00) deposit into the Compliance Deposit Trust Account for Southpoint Partners Ltd. upon completion of the lot purchase.
2. The compliance deposit will be returned after a final inspection by the Administrator and its report to Southpoint Partners Ltd. (the "Vendor") that all form and character of construction and landscaping have been satisfactorily completed, and the Vendor's notice to the Administrator of its acceptance of the report.
3. If the inspection reveals any deficiencies, the Administrator will notify the Buyer in writing, with a copy to the Vendor, along with a request that the Buyer rectify the deficiencies within a specified period of time, and that the Buyer is responsible to request a subsequent inspection by the Administrator on completion of the deficiencies.
4. The Vendor may draw on the compliance deposit to offset damage to public or private works, or abutting properties, or to offset costs to complete deficient construction, landscaping works or damage caused by the Buyer's contractors, trades, movers, landscapers or other representatives or agents, after written notice of damage or deficiency has been delivered to the Buyer.

Approval by the Administrator

5. Wherever or whenever the approval or consent of the Administrator is required to be obtained, the approval or consent may be given by the officer, agent, person or persons that may from time to time be nominated, appointed or designated in writing by the Administrator for that purpose and that power of appointment or right of nomination may be delegated by the Administrator, and these appointees or nominees shall have the right to withhold approval of, or their consent to, and may reject, any matter or thing being submitted for approval or consent.
6. The Administrator expressly reserves the right to exempt Lots from any of the restrictions herein.
7. The Buyer, or any person, contractor, subcontractor, entity, advisor or consultant representing the Buyer, or acting on behalf of the Buyer with respect to the matters herein (the "Buyer's Agent"), agrees to release, and indemnify and save harmless, the Vendor and the Administrator, its agents, employees, appointees, or nominees, from and against all liability, actions, cause of action, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the Buyer, or anyone else, arising from the granting or existence of this Agreement, or from performance by the Buyer of this Agreement, or any default of the Buyer under or in respect to this Agreement.
8. No approvals by the Administrator are valid or effective unless made/given in writing.

9. Until permitted in writing by the Administrator, evidenced by a stamped approval of construction drawings, no person will commence any form of construction, including:
 - (a) application for a building permit;
 - (b) construction of any buildings, landscaping or other improvements of whatsoever nature; or
 - (c) Tree removal, clearing or grading; on any Lot.
10. Prior to obtaining the approval of any form of construction, the Owner shall submit to the Administrator two sets of full construction drawings, including plans and specifications showing elevations and all exterior finish materials and colours as well as deck and railing finishes and colours and a detailed site plan prepared by a licensed British Columbia Land Surveyor or building designer which includes gross area, location of building envelope and set-backs, dimensions, existing grade elevation at 1.0 meter intervals and proposed main floor and finished parking floor elevation information, maximum overall building height, location of all corners of all buildings, location and nature of all hard surfaces, design, colour, height, materials and locations of all fencing, all of which shall be prepared in accordance with the requirements set out herein (the "Plans and Specifications") for the Administrator's review.
11. The Owner shall obtain the services of qualified architects or designers, professional engineers and consultants to determine the appropriate nature, elevation and location of all buildings, improvements, retaining walls and drainage systems to be installed on the Lot.
12. The Buyer is responsible to work to conditions, including retaining walls, on the Lot as they existed at the time of purchase, and to coordinate proposed retaining wall specifications, front- to-rear earth retention structures and hard surfaces located adjacent to neighboring property lines, with abutting neighbours.
13. All buildings and other improvements must conform to the height and setback requirements contained in the applicable City of Langford zoning bylaw and any Covenant registered on title to the property.
14. The Administrator shall have the right to require the construction of site drainage systems and retaining walls to specifications prescribed by a professional engineer and approved by the Administrator.
15. The Administrator shall review the submitted Plans and Specifications in a timely manner and will either approve or reject the Plans and Specifications in writing. If the Administrator rejects the Plans and Specifications it may also provide, but is not required to provide, recommendations for alterations in accordance with the requirements set out herein. The Administrator's approval is with respect to form and character of the Plans and Specifications in accordance with this schedule of restrictions only.
16. No verbal agreement or conversation made or had at any time with any officer, agent or employee of the Administrator or the developer shall be deemed to be an approval or in any way affect or modify any of the terms or obligations stated herein.
17. The approval by the Administrator shall in no way be implied or deemed to be an exemption from building code, ordinances, bylaws, rules, regulations or orders of government or municipal authorities or any other applicable laws, and the Owner shall be solely responsible for complying with such restrictions.
18. The approval criteria and procedures set out herein shall apply to all alterations and modifications.
19. Notwithstanding approval of the Plans and Specifications, no construction of improvements will be

commenced on a Lot except:

- a) in accordance with the approved Plans and Specifications; and
- b) In compliance with all applicable laws, bylaws, ordinances, rules, regulations or orders of governmental or municipal authorities.

20. A secondary suite is permitted and will be subject to provision of a suite-designated parking space. Suites are to comply with the provisions of all applicable bylaws of the City of Langford.

Completion and Final Inspection by the Administrator

21. Application to the Administrator for final inspection of the building(s), and application for an occupancy permit from the City of Langford, must occur no later than twelve months (12 months) after the issuance of a Building Permit by the City of Langford.
22. Application to the Administrator for final inspection of the landscaping must occur no later than six (6) months after issuance of the occupancy permit by the City of Langford. Reasonable minor extensions in order to accommodate circumstances such as weather and time of year may be granted by the Administrator upon written request from the Owner.

Building Standards-Energy Efficiency

23. No building or improvement shall be constructed on the Lots unless the improvement or building:
- a. has been certified in, at a minimum, the bronze category under the Built Green system; or
 - b. has been certified as complying with Canada Green Building Council LEED-NC; or
 - c. has achieved an equivalent certification under a certification system satisfactory to the City of Langford.
24. No building or improvement shall be constructed on the Lots unless the building or improvement has a building energy efficiency level of at least 75 under the Built Green program, or the minimum building efficiency standard required for certification as complying with Canada Green Building Council LEED-NC, or an equivalent standard approved in writing by the City of Langford.

Siting

25. No principle building may be located:
- a) within 4.5m of any front lot line;
 - b) within 6.0m of any front lot line to the garage ;
 - c) within 2.0m of any exterior side lot line;
 - d) within 1.51m of any interior side lot line;
 - e) within 6.0m of any rear lot line.

Architectural Character

26. All buildings must conform to the City of Langford Development Permit DP16-00076.
27. All building(s) are to be consistent with a Traditional Contemporary style which includes:

- a) Traditional pitched roofs with a maximum 7.75:12 pitch, with complimentary accent roofs that can be either flat or pitched;
- b) Dormer or secondary roofs can be equal to but not exceed the height of the main roof;
- c) Sleek lines, square and rectangular shapes are encouraged;
- d) A varied use of exterior materials is encouraged with a preference of no more than 5 building materials being used on one elevation; and
- e) Exteriors should be free of heavy ornamentation and details should be streamlined and uncomplicated in design.

28. All front entry doors are to be visible from the fronting street.

Retaining Wall Requirements

- 29. Where applicable, the Owner shall, at the Owner's expense, construct any and all retaining walls on the low side of the Lot to bring the Lot to a grade established by the qualified architects, designers or professional engineers and approved by the Administrator.
- 30. Retaining walls are to be mortared walls of natural rock consistent with those on neighbouring properties, except that the Administrator, at its sole discretion, may approve stacked boulder walls where not visible from *off* the property, or deemed appropriate by the Administrator.
- 31. All concrete or masonry walls approved by the Administrator, and in excess of 1.2 meters in height, are to be approved by a professional geotechnical engineer.

Regrading

- 32. Cuts and fills should be minimized and where required, feathered into the existing terrain or retained by walls. All such grade changes are to take place within the Lot. Steep slopes are to be avoided within landscaped areas.

Garages and Vehicular Parking

- 33. All houses must have a garage with a minimum width of five and a half (5.5) meters and capable of parking a minimum of two (2) vehicles, however, the Administrator will consider single car garages on narrow lots. Carports and similar structures are not permitted.
- 34. Both attached and detached garages must pose an architectural character (style and proportion) consistent with the home and must have similar detailing, finish and colour.
- 35. Where suite approval has been granted, in addition to the foregoing garage requirements, a suite-designated parking space, minimum 2.6 meters (8' 6") wide and 5.5 meters (18') long, free and clear of all services, pipes and appurtenances, must be provided.
- 36. No triple garages shall be constructed unless at least one (1) garage is set forward or back a minimum of 0.6 meters.
- 37. Garages must have a height not greater than three and one-half (3.5) meters from the finished floor to the eaves or underside of the joists, measured at the garage face door. Over-height garages are not permitted.

38. Parking is to be on the Lot and within designated parking spaces, or an internal garage.
39. Storage of boats, camping trailers or recreational vehicles on a Lot is only permitted within the confines of a garage. Commercial vehicles, and trailers used for commercial purposes, are not permitted to be stored on the Lot.
40. Roof accessories, such as shafts and vents, are to be in locations or screened as to be not visible from adjacent streets.
41. Roofing materials are to be fiberglass asphalt; torch-on pea gravel; coil-coated or anodized standing seam or self-locking sheet-metal, slate; tile or tile panels; all in earth-tones, including but not necessarily limited to, dark or medium grey to grey-brown, or black. Other fire-resistant roofing materials will be considered by the Administrator.

Mechanical Equipment and Appurtenances

42. Heat pumps and other appurtenances are not to be installed where prominent from adjacent streets, or are to be screened as to be non-obtrusive to neighbouring properties and streets.
43. No exterior antennas of any kind for any purpose are permitted.
44. No signage, other than real estate or builder information signs, and not in excess of 1.1square meters (12 square feet) in size, is permitted on any Lot. No hand-written signs are permitted.

Exterior Walls and Trim Details

45. All colours are to be neutral tones. Natural wood with contrasting trim and accent material colours is encouraged. No vibrant or garish colours will be approved.
46. Natural or stained wood; pre-stained or painted cedar or Hardie (or equivalent) shingles; Hardie siding or cement panels with battens (coloured to match) and flashing or Easy Trim revealed edges and sheet-steel panels or siding (e.g. Longboard); natural stone (river rock is not permitted); cultured stone; ceramic tile; brick; non-reflective panel glazing; and acrylic stucco are permitted. Limited use of exposed concrete is permitted for accent.
47. Industrial type plastic materials are not permitted.
48. Extensive areas of unfinished or un-textured concrete are not permitted.
49. Fascia gutters are discouraged.
50. Natural rock or stone facing is preferred. Culture stone will be considered for approval by the Administrator where the Administrator deems it has an appearance equivalent in appearance to natural stone. All stone or rock installed on the front elevation on columns, is to be constructed to a minimum of 1.2 meters {48"} in height.
51. Rock or stone is to wrap corners by a minimum of 0.75 meters {30"} and partial walls are to be capped with 2" nominal sills which overhang the rock or stone by minimum 1".

52. The width of all stone or rock clad portions of columns is to be a minimum of 0.55 meters (22") square. The wood portion of all columns is to be a minimum of 0.30 meters (12" square), with the exceptions that natural solid timber columns, or rear columns, may be a minimum of 0.25 meters (10") square.
53. Battens are to be a minimum of 1" x 3" spaced at intervals of 0.40 meters (16") or 1" x 4" spaced at intervals of 0.60 meters (24"). Battens are to be the same colour or tone as the backing board.

Chimneys

54. Direct vents on the front face of the home or where visible from a road are discouraged.

Height

55. No building or structure on any lot may be constructed to have any part of the home or structure higher than what is described below.

For the purposes of calculating the maximum building height, the building height will be measured from the average grade of the concrete curb fronting the lot to the highest point of the structure. The maximum building height will be the **lesser** of (a) or (b) listed below:

- a. The main floor elevation of the home or structure is to be no higher than 0.75 meters above the average curb elevation. The home or structure may not exceed two storeys as viewed from the front of the lot with each storey not to exceed 3.0 meters in height, including any floor assembly. There shall be no height restriction for any storeys below road grade. The roof above the second storey is to have a maximum roof pitch of 7.75:12. Additional habitable area is permitted within the approved roof line. Any habitable area proposed within the roof line will be limited to a maximum area of 50% of the floor area immediately below.
- b. 10.65 meters above the average curb elevation fronting the lot.
56. Any dormer roof or secondary roof can be equal to but not exceed the height of the main roof.

Landscaping

57. Landscaping is to be installed such that it achieves an aesthetic appearance of development and is consistent with neighbouring landscaping.
58. No construction or improvements are to occur until a landscape plan prepared by a qualified landscaper or qualified landscape technician is submitted to the Administrator for approval. The plan is to describe the layout, design and standard to which the landscape and hard surface works are to be installed and completed. The Administrator may grant approval to commence house construction prior to landscape plan approval on the understanding that a landscape plan will be submitted for approval, and approved, prior to construction or installation of landscape works or hard surfaces, including retaining walls, driveways, walkways or fencing. The Administrator may, at its sole option, forego the submission of all or portions of a landscape plan provided that the Owner, its qualified landscaper and the Administrator conduct an onsite meeting wherein the Administrator understands and approves what the Owner proposes for landscaping.

59. Care is to be taken to avoid existing services. Where service relocation is required to accommodate landscape or construction plans, the Owner is responsible for all costs.
60. Generally, the landscape plan for each property, excluding the house footprint, should incorporate not more than 50% hard surface. The remaining planting area is to be not more than 50% lawn or grass with the remainder a combination of perennials, ornamental shrubbery, trees and small areas of annual plantings. It is preferable that lawns areas dominate rear yards and planted beds and hard surfaces dominate the front yards.
61. Fronting boulevards are to be completed with sod or approved plantings, and irrigated to the curb and/or sidewalk.
62. Boulevards are to be permanently maintained and irrigated by the Owner.
63. Plantings are to be to current BC Society of Landscape Architects or BC Landscape, Nursery Association standards. Deer-resistant plants are to be used. Generally, plant spacing should not exceed 600 mm (24 inches). Growing medium depth is to industry standards. Planting beds are to be mulched for weed control and for decorative values until plants grow in.
64. Streets, driveways and sidewalks are to be cleaned after landscaping.
65. No railings, fences or walls are to be constructed without written approval of the Administrator. The Approved Design Criteria must first be obtained from the Administrator prior to submitting a request for the approval of any railings, fences or walls. Front yard fencing is not permitted. Side-yard fencing is not to extend beyond the front face of the building.
66. Minimal use of screened (1-1/2" +) ornamental river rock may be permitted as a landscape accent provided that it is installed over landscape cloth.
67. No improvement or building shall be constructed on the Lots unless it is equipped with one or more of the following features designed to reduce the use of potable water:
 - a. use in landscaping plant species approved by a landscape architect as being drought-tolerant; or
 - b. use of an irrigation system using only water stored on-site from natural precipitation; or
 - c. use of a drip irrigation system; or
 - d. use of an alternative irrigation system approved in writing by the City of Langford.

Driveways and Walkways

68. Driveways are to be constructed between the curb and the home, in a location approved by the Administrator, and are to be finished with two finish elements; types of concrete finish, combination of concrete and paver stone, designs or colours. Coloured concrete is to be mechanically coloured prior to pouring.

Structures, Sheds and Screens

69. Detailed plans, including the proposed location, for all exterior structures are to be submitted to the Administrator for approval. Plans are to include dimensions and all elevations and a design and finish that is complimentary to the architecture and finish of the house.

Decks

70. All patios and visible areas under decks are to be poured concrete, natural rock or pavers.
71. Perimeter visual screening is required where the clearance between the underside of the deck and the grade is four feet or less, or where there is a potential for storage.

Construction Practices

72. Owners shall keep the Lot, as well as abutting streets, sidewalks, and boulevards clean and orderly during construction. All debris is to be removed in a timely manner. No material or debris shall be stored or placed on an adjacent property or disposed of onsite. An Owner who fails to comply or to have their builder, contractor or trades comply with these requirements, on seventy two (72) hours written notice by the Administrator, will be charge for clean-up carried out on behalf of the Owner under direction of the Administrator.
73. Power washing of a street is not permitted unless measures are taken to prevent siltation escaping into storm drains and catch-basins.
74. Owners shall obtain the prior approval from neighboring Lot owners before trespassing onto abutting Lots, where required for construction purposes. Owners shall not unreasonably withhold permission for abutting property owners, and their contractors, to trespass where required for construction. No permission to trespass is granted herein.
75. House excavation or construction shall not undermine the slope stability of an abutting property, road base or other public space such as parks, curbs or sidewalks. Appropriate temporary and/or permanent earth retention measures must be approved by a professional engineer, and assure the integrity of abutting property.
76. Owners will be responsible for redress, or to have their contractor or trades redress, any damage caused during construction to other properties, whether public or private.
77. Owners are responsible for providing portable toilets, and the maintenance and the costs thereof, from commencement of construction to completion of landscaping.

**EXHIBIT F – PROPOSED FORM OF SECTION 219 BUILDING RESTRICTION AND
ENERGY EFFICIENCY REQUIREMENTS COVENANT**

TERMS OF INSTRUMENT – PART 2
SECTION 219 COVENANT

This COVENANT dated for reference the ____ day of _____, 2018, is

BETWEEN:

SOUTHPOINT PARTNERS LTD.
INC. NO. BC0459476
116-967 Langford Parkway
Victoria, BC, V9B 0A5

(the “Owner”)

AND:

CITY OF LANGFORD,
2nd Floor, 877 Goldstream Avenue
Victoria, B.C. V9B 2X8

(the “City”)

WHEREAS:

- A. The Owner is the registered owner in fee simple of that certain parcel of land and premises in City of Langford, in the Province of British Columbia, and legally described in Item 2 of the Form C attached hereto (the “Lands”).
- B. The Grantor has applied to the approving officer of the City to subdivide the Land for residential use, and the approving officer has required the Grantor to grant certain covenants to the City in order to approve the subdivision;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of a municipality, in respect of the use of land, the building on land, the subdivision of land and the preservation of land or a specific amenity on the land;
- D. The City has requested and the Grantor has agreed to grant a covenant pursuant to Section 219 of the *Land Title Act* restricting the use of the Lands and buildings on the Lands in the manner herein provided as a condition of subdivision approval.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of \$1.00 by the City to the Owner, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to Section 219 of the *Land Title Act* as follows:

1. GRANT OF SECTION 219 COVENANT

The Owner hereby covenants, promises and agrees, pursuant to Section 219 of the *Land Title Act*, that the Owner shall not use the Lands, or build on the Lands, or permit any building on the Lands, as the case may be, except as provided for in Schedule “A” which is attached hereto. At the discretion of the City, the Owner may comply with the requirements of Schedule “A” by entering into further agreements with the City to perform one or more of the obligations set out in Schedule “A” by a date specified in the agreement, and provide security to the City for the performance of such obligations in a form and amount satisfactory to the City.

The Owner covenants with the City to neither apply for a building permit in relation to, nor permit occupation of, the Lands until the Owner has complied with all the items contained in Schedule “A” which state “prior to the construction of any building on the Lands”.

2. INSPECTION

The City may, by its officers, employees, contractors and agents, enter upon the Lands and within all buildings and structures thereon at all reasonable times for the purpose of ascertaining compliance with this Agreement.

3. NO EFFECT ON POWERS

This agreement does not:

- a. Affect or limit the discretion, rights or powers of the City, or the City's Approving Officer, under any enactment or at common law, including in relation to the use, development or subdivision of the Lands;
- b. Affect or limit any enactment relating to the use, development or subdivision of the Lands; or
- c. Relieve the Transferor from complying with any enactment, including in relation to the use, development or subdivision of the Lands.

4. RUNS WITH THE LANDS

The covenants set forth herein shall charge the Lands pursuant to Section 219 of the *Land Title Act* and shall be covenants the burden of which shall run with the Lands and bind the Lands and every part or part thereof, and shall attach to and run with the Lands and each and every part into which the Lands may be divided or subdivided, whether by subdivision plan, strata plan, or otherwise howsoever.

5. NO OBLIGATION TO ENFORCE

The rights given to the City under this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expenses in respect of this Agreement.

6. INDEMNITY

The Owner hereby releases, indemnifies and saves harmless the City, its elected officials, officers, employees, agents and others for whom the City is responsible at law from and against any and all manner of actions, causes of action, claims, costs, expenses (including actual legal fees), losses, damages, debts, demands and harm, by whomsoever brought, of whatsoever kind and howsoever arising in connection with the performance or non-performance by the Owner of this Agreement or any wrongful act, omission or negligence of the Owner or a person for whom the Owner is responsible at law.

7. OWNER'S COST

The Owner shall comply with all requirements of this agreement at its own cost and expenses.

8. CONTRACTUAL OBLIGATION

The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

9. WAIVER

Waiver by the City of any default by the Owner shall not be deemed to be a waiver of any subsequent default.

10. BYLAW TO THE CONTRARY

This Agreement shall restrict the use of the Lands and buildings on the Lands in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of Langford, or building or development permit issued by the City all of which, except in the case of direct collision with the provisions contained in this Agreement, will continue to have application.

11. FURTHER ASSURANCES

The parties hereto shall execute and do all such further deeds, acts, things and assurances as may be reasonably required to carry out the intent of this Agreement. The Owner agrees to do everything reasonable necessary at the Owner's expense to ensure that this Agreement is registered against the title to the Lands with priority over all financial charges, options, rights of first refusal, leases, liens, and encumbrances registered or the registration of which is pending.

12. POWERS RESERVED

Nothing contained or implied herein shall prejudice or affect the rights and powers of Langford in the exercise of its functions pursuant to the *Local Government Act* or its rights and powers under all of its public and private statutes, bylaws, orders and regulations, including, without limitation, the *Community Charter*, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner.

13. NO PUBLIC LAW DUTY

Wherever in this Agreement the City is required or entitled to exercise any discretion in the granting of consent or approval or is entitled to make any determination, take any action or exercise any contractual right or remedy, the City may do so in accordance with the provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, shall have any application.

14. SEVERENCE

If any part of this Agreement is for any reason held to be invalid by a decision of a court with jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

15. MODIFICATION OR DISCHARGE

The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of Section 219 of the *Land Title Act*.

16. INTERPRETATION:

In this agreement:

- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b. section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;
- c. reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- d. reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced from time to time, unless otherwise expressly provided;
- e. reference to any party is deemed to include the heirs, executors, administrators, personal representatives, successors, assigns, servants, employees, agents, contractors, officers, licensees, and invitees of such party, whenever the context so requires or allows.

17. GOVERNING LAW

This agreement shall be governed by and constructed in accordance with the laws of the Province or British Columbia, which shall be deemed to be the proper law hereof.

18. ENUREMENT

This agreement and each and every provision hereof shall enure to the benefit of and be binding upon the parties hereto and their

respective heirs, executors, administrators, successors and assigns, as the case may be, provided that the Transferor shall not be liable for any breach of this agreement occurring after the Transferor ceases to be the Transferor of the Lands.

19. ENTIRE AGREEMENT

This agreement is the entire agreement between the parties regarding its subject.

20. EXECUTION

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

SCHEDULE "A"

Energy Efficiency and Potable Water

1. No building shall be constructed on the Lands unless the building:
 - a. has been certified in, at a minimum, the bronze category (efficiency level of at least 75) under the Built Green system; or
 - b. has achieved an equivalent certification under a certification system satisfactory to the City.
2. No building shall be constructed on the Lands unless it is equipped with one or more of the following features designed to reduce the use of potable water:
 - a. use in landscaping of plant species approved by a landscape architect as being drought-tolerant; or
 - b. use of an irrigation system using only water stored on-site from natural precipitation; or
 - c. use of a drip irrigation system; or
 - d. use of an alternative irrigation system approved in writing by the City.

Height Restrictions

1. No building or structure on any lot may be constructed to have any part of the home or structure higher than what is described below.

For the purposes of calculating the maximum building height, the building height will be measured from the average grade of the concrete curb fronting the lot to the highest point of the structure. The maximum building height will be the **lesser** of (a) or (b) listed below:

- a. The main floor elevation of the home or structure is to be no higher than 0.75 meters above the average curb elevation. The home or structure may not exceed two storeys as viewed from the front of the lot with each storey not to exceed 3.0 meters in height, including any floor assembly. There shall be no height restriction for any storeys below road grade. The roof above the second storey is to have a maximum roof pitch of 7.75:12. Additional habitable area is permitted within the approved roof line. Any habitable area proposed within the roof line will be limited to a maximum area of 50% of the floor area immediately below.
 - b. 10.65 meters above the average curb elevation fronting the lot.
2. Any dormer roof or secondary roof can be equal to but not exceed the height of the main roof.
 3. Notwithstanding any other encumbrance registered on title imposing height restrictions, such height restrictions shall not apply to Lots 8 thru 15.
 4. Notwithstanding any other encumbrance registered on title imposing building or height restrictions, there shall be no additional habitable area permitted within the approved roof line on Lots 22, 23 and 24.

END OF DOCUMENT