

## **Southpoint Building Design Guidelines (Phase 2 and 3)**

### **The Vendor and the Buyer**

1. To ensure compliance of form and character of construction and landscaping with 219 Covenant, Disclosure Statement and Building Scheme – as applicable, the Buyer or Buyers (the "Buyer") agree to pay a design review fee of One Thousand Dollars plus applicable taxes (\$1,050.00), 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. The Southpoint development requires that a building permit must be applied for within 12 months from the transfer of lot title and that application to the Administrator for final inspection of the building and for an occupancy permit from the City of Langford, must occur no later than 12 months after the issuance of a building permit.
10. 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.
11. Prior to obtaining the approval of any form of construction, the Buyer 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.
12. The Buyer 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.
13. 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. As per industry standard buyers of high-side lot grades are responsible for earth retaining walls.
14. 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.
15. 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.

16. 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.
17. No verbal agreement or conversation made or had at any time with any officer, agent or employee of the Administrator or the Vendor shall be deemed to be an approval or in any way affect or modify any of the terms or obligations stated herein.
18. 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 Buyer shall be solely responsible for complying with such restrictions.
19. The approval criteria and procedures set out herein shall apply to all alterations and modifications.
20. 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.
21. Where a secondary suite is permitted Buyers 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**

22. 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.
23. 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 Buyer.

#### **Building Standards-Energy Efficiency**

24. 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 (efficiency level minimum of 75) 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.

### **Siting**

- 25. No principle building may be located:
  - a) within 4.0m 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 DP\_\_\_\_\_.
- 27. All building(s) are to be consistent with a Traditional Contemporary style which includes:
  - a) Traditional pitched roofs with a maximum (4:12) 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.
  - f) All front entry doors are to be visible from the fronting street.

### **Regrading and Retaining Wall Requirements**

- 28. Where applicable, the Buyer shall, at the Buyer'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.
- 29. 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 alternative walls where not visible from off the property, or deemed appropriate by the Administrator.
- 30. 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.
- 31. 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**

32. 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 and single car garages are permitted for each side of a Duplex. Carports and similar structures are not permitted.
33. 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.
34. 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.
35. No triple garages shall be constructed unless at least one (1) garage is set forward or back a minimum of 0.6 meters.
36. 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.

### **Vehicular Parking**

37. Parking is to be on the Lot and within designated parking spaces, or an internal garage.
38. Storage of boats, camping trailers or recreational vehicles on a Lot is only permitted within the confines of a garage.

### **Roofing**

39. Roof accessories, such as shafts and vents, are to be in locations or screened as to be not visible from adjacent streets.
40. 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.

### **Building Height**

41. 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.
42. 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.

43. The maximum building height will be the lesser of A or B listed below:

*A1. The main floor elevation of the home or structure is to be no higher than 0.75 meters above the average curb elevation.*

*A2. 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.*

*A3. The roof above the second storey is to have a maximum roof pitch of (4:12) habitable area is permitted within the approved roof line.*

*A4. Any dormer roof or secondary roof can be equal to but not exceed the height of the main roof.*

*A5. Any habitable area proposed within the roof line will be limited to a maximum area of 50% of the floor area immediately below.*

*A6. There shall be no height restriction for any storeys below road grade.*

*B. 10.65 meters above the average curb elevation fronting the lot.*

#### **Mechanical Equipment and Appurtenances**

44. 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.

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

46. No exterior antennas of any kind for any purpose are permitted.

47. No signage, other than real estate or builder information signs, and not in excess of (1.1 square meters) (12 square feet) in size, is permitted on any Lot.

48. No hand-written signs are permitted.

#### **Exterior Walls, Columns and Trim Details**

49. 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.

50. 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.

51. Industrial type plastic materials are not permitted.
52. Extensive areas of unfinished or un-textured concrete are not permitted.
53. 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.
54. All stone or rock installed on the front elevation on columns, is to be constructed to a minimum of (1.2 m) (48") in height.
55. Rock or stone is to wrap corners by a minimum of (0.75 m) (30") and partial walls are to be capped with (2") nominal sills which overhang the rock or stone by minimum (1").
56. The width of all stone or rock clad portions of columns is to be a minimum of (0.55 m) (22" square).
57. The wood portion of all columns is to be a minimum of (0.30 m) (12" square), with the exceptions that natural solid timber columns, or rear columns, may be a minimum of (0.25 m) (10") square.
58. Battens are to be a minimum of (1" x 3" ) spaced at intervals of (0.40 m) (16") or (1" x 4" ) spaced at intervals of (0.60 m) (24"). Battens are to be the same colour or tone as the backing board.

### **Landscaping**

59. 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.
60. Landscaping is to be installed such that it achieves an aesthetic appearance of development and is consistent with neighbouring landscaping.
61. The landscape plan is to describe the layout including retaining walls, driveways, walkways and/or fencing design and must meet the standard to which the landscape and hard surface works are to be installed and completed.
62. Care is to be taken to avoid existing services. Where service relocation is required to accommodate landscape or construction plans, the Buyer is responsible for all costs.
63. Generally, the landscape plan for each property, excluding the house footprint, should incorporate not more than 60% hard surface.
64. 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 and all municipal boulevard areas are to be sod unless approved by the Design Administrator.
65. Artificial grass is not permitted in front yards or boulevards within the neighborhood but will be

considered in rear yards and areas of limited sunlight on a case-by-case basis to be approved by the Design Administrator.

66. Fronting Boulevard areas that are the responsibility of the lot Buyer are to be completed with natural grass sod or approved plantings and irrigated to the curb and/or sidewalk.
67. The Vendor shall only be responsible for the installation of boulevard tree(s) where required by the City and to irrigate the tree(s) only.
68. All Boulevard area are to be permanently maintained by the Lot Buyer.
69. 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.
70. Streets, driveways and sidewalks are to be cleaned after landscaping.
71. 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.
72. 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.

#### **Driveway, Walkways & Exterior Stairways**

73. 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.
74. Pedestrian walkway access to suites and walkways either side of buildings are to be of concrete or exposed aggregate concrete design.
75. Where exterior stairway access is required, stairway stringers and treads to be constructed of suitable exterior wood products.
76. Handrails and balusters are to be of Black or White Anodized or Powder Coated Aluminum –



### **Structures, Sheds and Fences**

77. 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.
78. No railings, fences or walls are to be constructed without written approval of the Administrator.
79. Front yard fencing is not permitted.
80. Side-yard fencing is not to extend beyond the front face of the building and no fences should exceed five feet in height.
  - a. All wood fencing is to be finished in clear Sikkens cedar stain.
  - b. Use of colored paints on wooden fences is not permitted.
  - c. Only Administrator approved property boundary fencing, and roadside screen fencing are permitted. Fencing standards are attached as Schedule "A".

### **Decks**

81. All patios and visible areas under decks are to be poured concrete, natural rock or pavers.
82. 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.
83. Where exterior deck stairway access is required, stairway stringers and treads are to be constructed of suitable exterior wood products.
84. Handrails and balusters are to be of Black or White Anodized or Powder Coated Aluminum.

### **Duplex Design**

85. Duplex homes are not permitted to have secondary suites.
86. Prior to obtaining the approval of any form of construction, the Buyer shall submit to the Administrator two sets of full construction drawings, including plans and specifications pursuant to the terms set out above and herein and in addition, the plans and specifications shall show no space designed to have the potential for a secondary suite of any kind in the future, including but not limited to, wet bars, additional entries or design features that may provide for a suite of any kind. There is to be no space designed or constructed that is left unfinished. Any design features that show the potential for a suite of any kind is strictly prohibited.

## **Construction Practices**

87. Buyers 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. A Buyer 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 Buyer under direction of the Administrator.
88. Power washing of a street is not permitted unless measures are taken to prevent siltation escaping into storm drains and catch-basins.
89. Buyers shall obtain the prior approval from neighboring Lot Buyers before trespassing onto abutting Lots, where required for construction purposes. Buyers shall not unreasonably withhold permission for abutting property Buyers, and their contractors, to trespass where required for construction. No permission to trespass is granted herein.
90. 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.
91. Buyers 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.
92. Buyers are responsible for providing portable toilets, and the maintenance and the costs thereof, from commencement of construction to completion of landscaping.

## SCHEDULE "A"

### **Southpoint Development Approved Fencing**

**METAL FENCING: 60' x 94" High Fortress Panel (spear Top) Black**

- This fencing must be installed on top of the retaining walls located at the rear property line of ALL view lots.
- Must be powder-coated in black as shown below



**SOLID PANEL CEDAR FENCING:**

- 5' x 8' Solid wood full panels (Cedar)
- Panels must be 5 feet in height, 8 feet in width & of the style shown below
- May be installed on the side fence lines between neighbours.
- **Must be stained on all sides with Sikkens brand Cetol Stain in the "Cedar" colour**
- May be installed in the rear yard of NON-view lot only.

**Example of 5' x 8' Solid Panel Cedar Fencing:**



**CEDAR SCREENING FENCE – PERMITTED ON CORNER LOTS ONLY:**

- Permitted on the outer road facing boundary of corner lots only
- The fencing between this lot and their neighbour must be Full panel cedar fencing as detailed above.
- Screening panel must be 5 feet in height and be of the style show in the photo below
- **Must be stained on all sides with Sikkens brand Cetol Stain in the “Cedar” colour.**



**CONTACT INFORMATION:**

You may use any fencing installer as long as the fencing looks identical to the approved Southpoint guidelines. If you have any questions on the permitted fencing please contact the Southpoint Design Team administrator.

[SouthpointDesignTeam@gmail.com](mailto:SouthpointDesignTeam@gmail.com)

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 1-31, Section 114, Esquimalt District, Plan EPP109281
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, 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)  _____	<b>Execution Date</b> <table border="1" style="border-collapse: collapse; width: 100px; height: 150px;"><thead><tr><th style="width: 33%; text-align: center;">Y</th><th style="width: 33%; text-align: center;">M</th><th style="width: 33%; text-align: center;">D</th></tr></thead><tbody><tr><td style="height: 140px;"></td><td></td><td></td></tr></tbody></table>	Y	M	D				Charge Owner(s) Signature(s)  FIRST WEST CREDIT UNION By its authorized signatory(ies):  _____ Print Name:  _____ Print Name:
Y	M	D						

**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. The Owner covenants and agrees that no construction activity shall occur on a Lot and that there shall not be constructed, placed, erected or maintained on any lot any dwelling, building, landscaping or other improvement (a "dwelling" or a "house") unless and until:
  - a. plans and specifications of any dwelling, building, landscaping or other improvements showing elevations, siting, size, colour scheme and materials to be used for such dwelling or improvement have been submitted to the initial Owner, Southpoint Partners Ltd. (the "Developer") having its corporate offices at #116-967 Langford Parkway, Victoria, BC, V9B 0A5 (the "Administrator") or to its authorized agent or agents; and
  - b. such plans and specifications comply in all respects with the provisions of the design guidelines established by the Administrator available for review at the office of the Administrator (the "Design Guidelines") and have been approved in writing by the Administrator and/or its authorized agent. The Administrator and/or its agent shall have the right and power to approve or arbitrarily reject such plans and specifications.

Without limiting the generality of the foregoing, "construction" shall include clearing, grading, filling or other preparatory work on a 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 on any lot within the subdivision be diverted, dammed or drained, nor shall any stream, culvert, ditch or pond on any lot 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.

## **Southpoint Building Design Guidelines (Phase 2 and 3)**

### **The Vendor and the Buyer**

1. To ensure compliance of form and character of construction and landscaping with 219 Covenant, Disclosure Statement and Building Scheme – as applicable, the Buyer or Buyers (the "Buyer") agree to pay a design review fee of One Thousand Dollars plus applicable taxes (\$1,050.00), 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. The Southpoint development requires that a building permit must be applied for within 12 months from the transfer of lot title and that application to the Administrator for final inspection of the building and for an occupancy permit from the City of Langford, must occur no later than 12 months after the issuance of a building permit.
10. 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.
11. Prior to obtaining the approval of any form of construction, the Buyer 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.
12. The Buyer 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.
13. 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. As per industry standard buyers of high-side lot grades are responsible for earth retaining walls.
14. 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.
15. 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.

16. 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.
17. No verbal agreement or conversation made or had at any time with any officer, agent or employee of the Administrator or the Vendor shall be deemed to be an approval or in any way affect or modify any of the terms or obligations stated herein.
18. 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 Buyer shall be solely responsible for complying with such restrictions.
19. The approval criteria and procedures set out herein shall apply to all alterations and modifications.
20. 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.
21. Where a secondary suite is permitted Buyers 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**

22. 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.
23. 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 Buyer.

#### **Building Standards-Energy Efficiency**

24. 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 (efficiency level minimum of 75) 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.

### **Siting**

- 25. No principle building may be located:
  - a) within 4.0m 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 DP20-0063.
- 27. All building(s) are to be consistent with a Traditional Contemporary style which includes:
  - a) Traditional pitched roofs with a maximum (4:12) 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.
  - f) All front entry doors are to be visible from the fronting street.

### **Regrading and Retaining Wall Requirements**

- 28. Where applicable, the Buyer shall, at the Buyer'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.
- 29. 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 alternative walls where not visible from off the property, or deemed appropriate by the Administrator.
- 30. 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.
- 31. 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**

32. 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 and single car garages are permitted for each side of a Duplex. Carports and similar structures are not permitted.
33. 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.
34. 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.
35. No triple garages shall be constructed unless at least one (1) garage is set forward or back a minimum of 0.6 meters.
36. 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.

### **Vehicular Parking**

37. Parking is to be on the Lot and within designated parking spaces, or an internal garage.
38. Storage of boats, camping trailers or recreational vehicles on a Lot is only permitted within the confines of a garage.

### **Roofing**

39. Roof accessories, such as shafts and vents, are to be in locations or screened as to be not visible from adjacent streets.
40. 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.

### **Building Height**

41. 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.
42. 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.

43. The maximum building height will be the lesser of A or B listed below:

*A1. The main floor elevation of the home or structure is to be no higher than 0.75 meters above the average curb elevation.*

*A2. 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.*

*A3. The roof above the second storey is to have a maximum roof pitch of (4:12) habitable area is permitted within the approved roof line.*

*A4. Any dormer roof or secondary roof can be equal to but not exceed the height of the main roof.*

*A5. Any habitable area proposed within the roof line will be limited to a maximum area of 50% of the floor area immediately below.*

*A6. There shall be no height restriction for any storeys below road grade.*

*B. 10.65 meters above the average curb elevation fronting the lot.*

#### **Mechanical Equipment and Appurtenances**

44. 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.

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

46. No exterior antennas of any kind for any purpose are permitted.

47. No signage, other than real estate or builder information signs, and not in excess of (1.1 square meters) (12 square feet) in size, is permitted on any Lot.

48. No hand-written signs are permitted.

#### **Exterior Walls, Columns and Trim Details**

49. 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.

50. 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.



51. Industrial type plastic materials are not permitted.
52. Extensive areas of unfinished or un-textured concrete are not permitted.
53. 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.
54. All stone or rock installed on the front elevation on columns, is to be constructed to a minimum of (1.2 m) (48") in height.
55. Rock or stone is to wrap corners by a minimum of (0.75 m) (30") and partial walls are to be capped with (2") nominal sills which overhang the rock or stone by minimum (1").
56. The width of all stone or rock clad portions of columns is to be a minimum of (0.55 m) (22" square).
57. The wood portion of all columns is to be a minimum of (0.30 m) (12" square), with the exceptions that natural solid timber columns, or rear columns, may be a minimum of (0.25 m) (10") square.
58. Battens are to be a minimum of (1" x 3" ) spaced at intervals of (0.40 m) (16") or (1" x 4" ) spaced at intervals of (0.60 m) (24"). Battens are to be the same colour or tone as the backing board.

### **Landscaping**

59. 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.
60. Landscaping is to be installed such that it achieves an aesthetic appearance of development and is consistent with neighbouring landscaping.
61. The landscape plan is to describe the layout including retaining walls, driveways, walkways and/or fencing design and must meet the standard to which the landscape and hard surface works are to be installed and completed.
62. Care is to be taken to avoid existing services. Where service relocation is required to accommodate landscape or construction plans, the Buyer is responsible for all costs.
63. Generally, the landscape plan for each property, excluding the house footprint, should incorporate not more than 60% hard surface.
64. 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 and all municipal boulevard areas are to be sod unless approved by the Design Administrator.
65. Artificial grass is not permitted in front yards or boulevards within the neighborhood but will be

considered in rear yards and areas of limited sunlight on a case-by-case basis to be approved by the Design Administrator.

66. Fronting Boulevard areas that are the responsibility of the lot Buyer are to be completed with natural grass sod or approved plantings and irrigated to the curb and/or sidewalk.
67. The Vendor shall only be responsible for the installation of boulevard tree(s) where required by the City and to irrigate the tree(s) only.
68. All Boulevard area are to be permanently maintained by the Lot Buyer.
69. 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.
70. Streets, driveways and sidewalks are to be cleaned after landscaping.
71. 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.
72. 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.

### **Driveway, Walkways & Exterior Stairways**

73. 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.
74. Pedestrian walkway access to suites and walkways either side of buildings are to be of concrete or exposed aggregate concrete design.
75. Where exterior stairway access is required, stairway stringers and treads to be constructed of suitable exterior wood products.
76. Handrails and balusters are to be of Black or White Anodized or Powder Coated Aluminum –

### **Structures, Sheds and Fences**

77. 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.
78. No railings, fences or walls are to be constructed without written approval of the Administrator.
79. Front yard fencing is not permitted.
80. Side-yard fencing is not to extend beyond the front face of the building and no fences should exceed five feet in height.
  - a. All wood fencing is to be finished in clear Sikkens cedar stain.
  - b. Use of colored paints on wooden fences is not permitted.
  - c. Only Administrator approved property boundary fencing, and roadside screen fencing are permitted. Fencing standards are attached as Schedule "A".

### **Decks**

81. All patios and visible areas under decks are to be poured concrete, natural rock or pavers.
82. 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.
83. Where exterior deck stairway access is required, stairway stringers and treads are to be constructed of suitable exterior wood products.
84. Handrails and balusters are to be of Black or White Anodized or Powder Coated Aluminum.

### **Duplex Design**

85. Duplex homes are not permitted to have secondary suites.
86. Prior to obtaining the approval of any form of construction, the Buyer shall submit to the Administrator two sets of full construction drawings, including plans and specifications pursuant to the terms set out above and herein and in addition, the plans and specifications shall show no space designed to have the potential for a secondary suite of any kind in the future, including but not limited to, wet bars, additional entries or design features that may provide for a suite of any kind. There is to be no space designed or constructed that is left unfinished. Any design features that show the potential for a suite of any kind is strictly prohibited.

## **Construction Practices**

87. Buyers 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. A Buyer 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 Buyer under direction of the Administrator.
88. Power washing of a street is not permitted unless measures are taken to prevent siltation escaping into storm drains and catch-basins.
89. Buyers shall obtain the prior approval from neighboring Lot Buyers before trespassing onto abutting Lots, where required for construction purposes. Buyers shall not unreasonably withhold permission for abutting property Buyers, and their contractors, to trespass where required for construction. No permission to trespass is granted herein.
90. 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.
91. Buyers 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.
92. Buyers are responsible for providing portable toilets, and the maintenance and the costs thereof, from commencement of construction to completion of landscaping.

## SCHEDULE "A"

### **Southpoint Development Approved Fencing**

**METAL FENCING: 60' x 94" High Fortress Panel (spear Top) Black**

- This fencing must be installed on top of the retaining walls located at the rear property line of ALL view lots.
- Must be powder-coated in black as shown below



**SOLID PANEL CEDAR FENCING:**

- 5' x 8' Solid wood full panels (Cedar)
- Panels must be 5 feet in height, 8 feet in width & of the style shown below
- May be installed on the side fence lines between neighbours.
- **Must be stained on all sides with Sikkens brand Cetol Stain in the "Cedar" colour**
- May be installed in the rear yard of NON-view lot only.

**Example of 5' x 8' Solid Panel Cedar Fencing:**



**CEDAR SCREENING FENCE – PERMITTED ON CORNER LOTS ONLY:**

- Permitted on the outer road facing boundary of corner lots only
- The fencing between this lot and their neighbour must be Full panel cedar fencing as detailed above.
- Screening panel must be 5 feet in height and be of the style show in the photo below
- **Must be stained on all sides with Sikkens brand Cetol Stain in the “Cedar” colour.**



**CONTACT INFORMATION:**

You may use any fencing installer as long as the fencing looks identical to the approved Southpoint guidelines. If you have any questions on the permitted fencing please contact the Southpoint Design Team administrator.

[SouthpointDesignTeam@gmail.com](mailto:SouthpointDesignTeam@gmail.com)