

*LAND TITLE ACT*

FORM 35  
(section 220(1))

DECLARATION OF BUILDING SCHEME

NATURE OF INTEREST CHARGE: Statutory Building Scheme

HEREWITH FEES OF: \$64.75

Address of person entitled to apply to register this building scheme:  
694288 B.C. Ltd. (Incorporation number 694288)  
of 24 – 4466 West Saanich Road, Victoria, BC V8Z 3E9

Full name, address, and telephone number of person presenting application:  
Beacon Law Centre  
104-9717 Third Street  
Sidney, BC V8L 3A3  
Client No. 11513  
File No. 02751.001

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Signature of Applicant or  
Solicitor or Authorized Agent

694288 B.C. Ltd. declares that:

1. I am the registered owner in fee simple of the following land (the "Lots"): Lots 1 to 42, Section 19 and Section 20, Ranges 4 and 5, Chemainus District, Plan VIP\_\_\_\_\_
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, provided, however, that I reserve the right to exempt any of the Lots remaining undisposed of by me from all or any of the restrictions and benefits.

EXECUTION(S)

694288 B.C. Ltd.  
by its authorized signatory:

\_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Execution Date  
[month, day, year]

\_\_\_\_\_  
James Robert Gait

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 \_\_\_\_\_, of \_\_\_\_\_, the holders of the following registered charges, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over our respective charges.

_____ Officer Signature	_____ Execution Date <i>[month, day, year]</i>	_____ Chargeholder Signature(s)
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OFFICER CERTIFICATION

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

- Notes:
1. The consent and grant of priority of chargeholders may be in separate counterparts of Form 35.
  2. The execution of all declaring or consenting parties must be witnessed in accordance with Part 5 of the *Land Title Act*.
  3. The type and registration number of the charge must be typed or printed immediately below the signature of the owner of the charge.

SCHEDULE OF RESTRICTIONS

**EXHIBIT " A "**

**SCHEDULE OF RESTRICTIONS**

NOTHING CONTAINED IN EXHIBIT "A" OR EXHIBIT "B" SHALL EXEMPT AN OWNER FROM COMPLYING WITH THE TERMS AND CONDITIONS OF THE ENCUMBRANCES REGISTERED AGAINST THE LOTS OR MUNICIPAL BYLAWS AND REGULATIONS.

1. Until permitted in writing by 694288 B.C. Ltd. (the "Administrator"), no person will commence any improvements, including any:

- (a) excavation or removal of any fill or ground cover;
- (b) application for development approval or a Building Permit;
- (c) construction of any buildings or other improvements of whatsoever nature;
- (d) landscape treatment; or
- (e) tree removal and clearing

(collectively or individually herein referred to as "Improvements")

on any of the Lots without first complying with the provisions set out in this Exhibit " A " and Exhibit "B" and obtaining all necessary approvals from the Administrator.

2. Prior to making any Improvements, three copies of the plans and specifications, prepared in accordance with the requirements set out in Exhibit "B" (the "Plans and Specifications") shall be submitted to the Administrator, or its designated approving agent from time to time (the "Designate"), for the Administrator's (or Designate's) written approval. If the Plans and Specifications are approved, the Administrator shall keep one copy.

3. The Administrator, or the Designate, shall receive and consider the Plans and Specifications in a timely manner and either approve or reject the Plans and Specifications, or make recommendations for alterations of the Plans and Specifications, in accordance with the guidelines set out in Exhibit "B".

4. No alterations or modifications to any Improvements constructed on any Lot shall be made without the approval in writing of the Administrator or the Designate and the approval criteria and procedures set out in Exhibit "B" shall apply to all such alterations and modifications.

5. Following approval of the Plans and Specifications, no construction of Improvements will be commenced on any of the Lots except:

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

6. The Compliance Deposit referred to in Exhibit "B" must first be paid by the Purchaser to the Administrator on or before completion of the purchase of the Lot from the Administrator, as a condition to the Administrator being obligated to consider or grant any necessary approvals. No interest shall be payable on the Compliance Deposit.
7. The Administrator shall have the right to delegate to an appropriate body, person or other organization, the rights and powers reserved to the Administrator in this Exhibit "A" and in Exhibit "B", and in that case the Administrator shall incur no liability for any act or omission of such body, person or organization.
8. Nothing contained in this Exhibit "A" and in Exhibit "B" shall be construed as imposing any liability upon the Administrator or its Designate for damage resulting from structural defects in any structure erected on the Lots with the Administrator's approval, any responsibility in connection with the site selected for any structure by the owners or for the determination of lot boundaries.
9. No dwelling or other building shall be erected on the Lots with a front, rear, or side yard of lesser depth or width than that which is specified in any zoning bylaw or other bylaw of the District of North Cowichan (the "DNC") (save and except as varied by the DNC or its Board of Variance) respecting front, rear, or side yards and the Administrator reserves the right, at its absolute discretion, to require a front, rear, or side yard of greater depth or width than the minimum called for by the DNC bylaw, where, in its judgment, this appears necessary or desirable having regard to topography, drainage, tree protection or any other factor.
10. Wherever or whenever the approval or consent of the Administrator is required to be obtained, that 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 the 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.
11. The restrictions and stipulations herein contained shall not be deemed to be exclusive either of the requirements of the bylaws of the DNC or of the obligations or liabilities imposed by statute or the common law on owners or occupiers of land, all of which shall be complied with.
12. The Administrator hereby reserves the right from time to time to amend the restrictions, stipulations, or conditions on adjoining or neighbouring lands which may hereafter be brought within the Administrator's building scheme.
13. Whenever the word "owner" or "owners" is used it shall mean the registered owner or owners of the Lot or the Lots.
14. If any term or terms are bound by any Court of competent jurisdiction to be illegal, invalid or for any reason unenforceable or void then such terms or terms will be deleted (except where such term or terms are by cross-reference incorporated into another term and such other term is not similarly found to be illegal, invalid or otherwise unenforceable or void) and the term or terms will be construed as though such term or terms so deleted were never included.

15. The terms have been instituted for the general benefit of all owners of all Lots, from time to time and each such owner, in agreeing to buy any Lot or Lots acknowledges such general benefit and the personal benefit attaching to the Lot purchased and agrees that notwithstanding anything herein contained, their being in violation of the restrictions will constitute an injury and damage to all owners of the Lots from time to time impossible to measure monetarily and, as a result, the Administrator or any or all the other owners of the Lots from time to time shall, in addition to all the other remedies in law and in equity or herein, be entitled to a decree or order restraining or enjoining any breach of any such provisions and, if named in an application for such an order, will not plead in his or her defence that there would be an adequate remedy in law.
16. Any owner of a Lot in breach of the terms will indemnify and save harmless the Administrator or its Designate or any owner or owners of any Lot who commence any proceedings to enforce the terms hereof and such indemnity will extend to all losses, costs, claims and damages including, without limitation, solicitors' costs as actually paid arising as a result of the breach of the terms or the enforcement of the terms.
17. Neither the Administrator nor the Designate will be liable for, and each of the owners of the Lots from time to time will indemnify and save harmless the Administrator and the Designate in respect of, any loss, cost, claim and damage arising out of the approval or deemed approval of any Plans and Specifications and neither the Administrator nor the Designate will be liable for:
  - (a) any failure to enforce any of the terms of this building scheme; or
  - (b) any diminution in value of any Lot as a result of the creation of, or modification or amendment to, the guidelines set out in Exhibit "B".
18. The terms will run with and bind all of the Lots and every part, and render liable the owner, each purchaser, lessee, sublessee and occupant, and each successor in title, future purchaser, lessee, sublessee and occupant of any Lot or Lots or any part subject to the restrictions in this building scheme and confer on them the benefits in this building scheme.
19. This building scheme will expire on June 1, 2015 and then this building scheme will be of no further effect.

## **EXHIBIT "B"**

### **THE EAGLE QUAY SUBDIVISIONS DESIGN CODE**

#### **1. INTRODUCTION**

The Eagle Quay subdivision is a waterfront and upland development in the township of Chemainus on Vancouver Island. The pattern of subdivision, the provision of neighbourhood waterfront parkland (only the second in Chemainus), the character of the streets, the placement of the buildings within the home-site, as well as the architectural form of the homes have all been sensitively considered and thoughtfully planned. Together, all of these design elements combine to create a special residential neighbourhood emphasizing the ocean side benefits.

#### **2. PURPOSE**

- (a) The development objective of The Eagle Quay subdivision is to establish an identifiable high quality residential neighbourhood that complements the physical character of the Chemainus area and the Westcoast oceanside. Quality of development is ensured through the implementation of these terms and conditions, called The Eagle Quay Subdivision Design Code (the "Code"). While the Code controls architectural and landscaping elements within each home-site, the intent is not to inhibit creativity. Purchasers are encouraged to explore home-site potential within the context of the Code.
- (b) The purpose of the Code is to establish and protect the purchaser's investment in the neighbourhood by ensuring the integrity of development of every home-site in The Eagle Quay subdivision. The Code addresses the character and quality of all aspects of development including:
  - (i) form and placement of buildings within the home-site and relative to one another;
  - (ii) architectural form and character of buildings;
  - (iii) landscape elements within the home-site;
  - (iv) general lot appearance & condition until the Owner begins construction.

#### **3. DESIGN REVIEW PROCESS**

- (a) A Design Review Administrator (the "Administrator") or its designate will administer the design review process as defined by the Code. It is intended that 694288 B.C. Ltd. will act as the "Administrator" and will appoint Bentzon Design & Consulting Ltd. ("BDC") to act as the Designate.
- (b) The role of the Administrator is to examine each proposal for home-site development to ensure that it conforms to the Code. Once the Administrator is satisfied that a submission conforms to the Code, a "Received and Accepted" stamp will be affixed.

- (c) All requests for changes to any home-site plans that have been affixed with the "Received and Accepted" stamp must be made in writing to the Administrator.
- (d) The DNC may request an applicant for a Building Permit for land in The Eagle Quay subdivision to confirm that the Administrator of the Code has approved home-site plans.

### **3.1 Home-Site Development**

- (a) The home-site Owner/Builder will be provided with a site plan that will include the following development details:
  - (i) lot dimensions and gross area @ 1 :250.
  - (ii) allowable building envelope as described in Section 4.3 (the "Building Envelope") and location of the build-to line;
  - (iii) existing grades (finished grades in accordance with DNC requirements);
  - (iv) topography to 1 metre contours;
  - (v) connection locations for storm and sanitary services and invert levels at property level;
  - (vi) preferred location of driveway entry (where applicable);
  - (vii) trees that are to be retained;
  - (viii) view corridors of property and adjacent properties.
- (b) Home plans must conform to all provisions of the Design Code, and the home builder will be subject to the following design review process (Sections 3.2 and 3.4).

### **3.2 Submission Requirements**

- (a) The Administrator requires detailed information about a proposed home and other development within the home-site. The Submission Requirements (Appendix "1") summarize the development information that must be submitted by a home-site Owner/Builder. Each Owner/Builder is encouraged to thoroughly review the Design Code prior to purchasing a home-site and should meet with the Administrator to discuss the preliminary plans prior to detailed design. Discussions at an early stage will help to identify design considerations that are specific to the home-site.
- (b) The home-site Owner/Builder shall complete the Application for Design Review form provided in Appendix "2", enclose a complete submission as set out in Appendix " 1" and remit a non-refundable \$500.00 administration fee (subject to change) for review by the Administrator. Such fee includes one initial review by the Administrator and one subsequent review following minor modification(s). Should further reviews be required, additional fees may be charged to the home-site Owner/Builder.

### **3.3 Compliance & Damage Deposits (also called Compliance Deposit for brevity)**

- (a) The successful development of The Eagle Quay subdivision is dependent upon the rigorous application of the Code. A refundable \$4,000.00 Compliance & Damage Deposit (amount is subject to change) is to be paid by the Purchaser to the Administrator or its Designate. One half must be paid at or before the time of completing the purchase of the home-site and the balance upon the approval of the Plans and Specifications by the Administrator and prior to commencement of any Improvements. The Compliance & Damage Deposit will be held to ensure compliance with these restrictions and the approved Plans and Specifications, to repair any damage to neighbouring areas or properties, subdivision services or municipal services (including, without limiting the generality of the foregoing, roads, curbs, street lights, sewer lines and water lines) and to carry out any street cleaning or clean-up of neighbouring areas or properties required as a result of the house construction. The Developer shall hold this deposit until all work, including without limitation, construction of the house, driveway, front yard landscaping, fencing and clean-up, has been completed to the Developer's satisfaction. It should be noted that payment of the Compliance & Damage Deposit does not take precedence over the payment of any deposits required by the DNC. Note that any other reference to the Compliance & Damage Deposit will be shortened to Compliance Deposit but means the same.
- (b) Refund of the Compliance Deposit is at the discretion of the Administrator and will occur following the substantial completion of building(s) and completion of the landscape work, at which time the Administrator will conduct a final inspection. Provided that the building(s), as constructed, and the landscape work complies with the "Received and Accepted" plans, the Owner has complied with this building scheme, and construction is completed within the times required by this building scheme, the Administrator will release the Compliance Deposit. Should the building and/or landscape work fail to comply with these conditions, a list of the deficiencies to be completed prior to release of any monies will be issued. It is noted that all landscape requirements must be satisfied no later than 12 months after final inspection by the DNC.
- (c) The Compliance Deposit shall be forfeited to the Administrator, in whole or in such proportions as determined by the Administrator or its designate (in its absolute discretion), if any aspect of home-site development fails to comply with the "Received and Accepted" plans or this building scheme, or if repairs to neighbouring areas or properties or subdivision or municipal services is required. Interest will not be paid on the Compliance Deposit.
- (d) The DNC may, prior to authorizing the occupancy of a dwelling following construction, request the Administrator of the Code to confirm that the dwelling and landscaping work have been completed, or that a list of deficiencies has been provided to the Owner and the Compliance Deposit retained by the Administrator.

### **3.4 Completion and Final Inspection by the Administrator**

The purchaser has the option of holding the property without building for an indefinite period. Six months after purchase and payment in full of the Compliance & Damage deposit, the purchaser can apply in writing for a refund of ½ of the deposit (e.g. ½ of \$4,000= \$2000). The letter should state predicted building times or timelines to other strategies. Prior to commencement of construction, the Compliance Deposit must be increased to \$4,000. The \$500 Inspection fee is non-refundable.

Final inspection of the building(s) must occur no later than one (1) year after the issuance of a Building Permit by the DNC. Final inspection for the landscaping must occur no later than twelve (12) months after final inspection of the buildings by the DNC. It is noted that reasonable minor extensions in order to accommodate circumstances such as weather and time of year may be granted upon written request.

### **3.5 Alterations**

- (a) The Code is intended to control the form and character of all development at The Eagle Quay subdivision both at the time of initial construction as well as in the longer term. Should an Owner/Builder wish to alter any home or landscape (beyond the scope of the original "Received and Accepted" plans), such alteration(s) must conform to the Code.
- (b) To ensure conformance with the Code, an Owner/Builder who wishes to alter a homesite is required to attain a "Received and Accepted" stamp from the Administrator. The DNC may request an applicant for a building permit for alterations to confirm that the Administrator of the Code has approved the proposed alterations. A Compliance Deposit for alterations after completion of the initial development of the home-site is not required, however, a non-refundable administration fee to be paid by the Owner/Builder may be assessed by the Administrator for review of the submission.

### **3.6 Municipal Approvals**

The restrictions set out in the Code are supplementary to, and do not replace, generally applicable statutes and bylaws including the British Columbia Building Code, the District of North Cowichan Building Bylaw, and the DNC Land Use Bylaw. Compliance with these restrictions does not relieve the owner of any home-site from obtaining a building permit, occupancy permit, or any other permit or authorization required under any bylaw of the DNC or any other authority having jurisdiction over matters involved in the development of any home-site.

## **4 BUILDINGS AND SITING**

Although some of the zoning regulations governing form of development may be reiterated in the Code, the zoning regulations must be adhered to by the Owner/Builder to ensure complete compliance with all development regulations. For each housing type in The Eagle Quay subdivision, specific setback regulations relating to the siting of primary buildings and garages are applicable. In addition, regulations concerning other issues such as building elevations and vehicular parking may be applicable. The municipal review process for a Building Permit application will address conformity with the Zoning Bylaw.

### **4.1 Architectural Character**

There is no one theme or architectural style that will dominate the character of The Eagle Quay subdivision. The Developer encourages traditional heritage styles such as Arts & Craft emphasizing the use of natural west coast materials such as cedar timbers and natural native rock. The administrator will be open to other styles such as Westcoast, Modern etc. that also feature the use of natural materials. Importance will be placed on the quality of the design. Topographical features such as rock outcroppings and grade changes must form an integral part of each property's development, severe grade alteration which significantly affects adjoining properties will be cause for plan rejection.

The Code governs quality, proper proportions and consistent character within an individual building. An important objective of the Code is to ensure a general sense of fitting into the surrounding context of homes. A dominant architectural characteristic of every home is a pitched roof. Street character and a human scale to design, particularly when expressed through architectural detail, are important qualities in The Eagle Quay subdivision home. In general, the design of homes should promote architectural variety along the street to create a degree of complexity and visual interest. At the same time, the overall character of the streetscape should achieve a balanced harmony of forms, colours and themes to create a unified neighbourhood character.

#### **4.2 Garages and Vehicular Parking:**

- (a) All houses must have a minimum of a "one car garage". Garages should be attached to the residence unless lot conditions make this arrangement impractical.

Attached garages and detached garages must be completed before the Compliance Deposit is refunded. All detached garages constructed at a later date must conform to the guidelines for detached garages as outlined herein. Carports and similar structures are not permitted as an alternative to the required one car garage but may be permitted for storage of a second vehicle.

- (b) Both attached and detached garages and carports (where permitted) must possess an architectural character (style and proportion) consistent with the home and must have similar detailing, finish and colour. Garage doors are to be panelled and painted or stained. Aluminum garage doors are permitted if they have the appearance of wood.
- (c) No triple motor vehicle garages shall be constructed unless at least one (1) garage is ninety (90) degrees or perpendicular to the other garages or set forward or back a minimum of 1.8 metres (6'0") from that face and has a door similar in colour and material to that storey.
- (d) Garages must not have a height greater than 2.8 metres from the finished floor to the eaves or underside of joists, measured at the garage door face.
- (e) Storage of boats, camping trailers or recreational vehicles on the home-site is not permitted unless they are kept within a garage. Commercial vehicles are not permitted to be stored within the home-site, except within a garage.

#### **4.3 General Siting/Vehicular Access**

The Building Envelope is defined by the required setbacks as per the Zoning Bylaw. It identifies the area within each home-site where built structures may be located, Each home shall be sited within the Building Envelope to take maximum advantage of the natural characteristics of the home-site (*for* example, home-site grade, significant trees, sun angle) while respecting the overall neighbourhood character. The Design Code may place further restrictions on the Building Envelope to protect trees that are to be retained and view corridors. Siting should also take into consideration privacy of exterior yards, siting of adjacent homes to minimize overview or shadowing and variety of building form along the street. Varying height restrictions may be applied to all individual house designs depending on location within the development and at the discretion of the "Administrator" to preserve view corridors.

#### **4.4 Entries**

The entry to a home represents an important connection between the private interior living spaces and the street. Generally, the front door to homes should be visible from the street.

#### **4.5 Roofs**

A prominent design feature of residences in The Eagle Quay subdivision will be roof silhouettes; these are to be as varied as possible. Pitched roofs are preferred. Where roofs are sloping, these are to be at a minimum pitch of 3.5:12 (15 degrees from the horizontal). Flat roof designs will be considered where they are compatible with adjacent properties. *Roof* accessories, such as vent shafts are to be in locations least visible from the adjacent streets. Mechanical equipment should be located within the volume of the residence. Sloping roof cladding material may be wood shakes or architectural fiberglass shingle (weathered wood appearance) or slate tile. Barge boards of gables and fascia boards may be layered and are recommended to have a minimum 2x8 or 2x10 dimension.

#### **4.6 Chimneys**

Chimneys shall be faced with stone and have a distinctive fluting or cap. No visible concrete block.

#### **4.7 Walls**

The choice of external wall materials should reflect the character of the neighbourhood. Recommended external walls are vertical and horizontal wood siding, wood shingles, natural native stone, Hardi-plank and limited use of stucco. The use of industrial style materials, such as metal or plastic siding, or extensive areas of untextured concrete, is discouraged. External wall colours should harmonize with the surrounding natural landscape. Warm earth tones in paint or stain are encouraged. Garish colours, such as pink and blue and extensive areas of white, are discouraged. Window and door openings in external walls should be articulated so as to enhance the sense of wall thickness. This may be achieved by, for example, the use of wide trim boards framing these openings, or by inseting the window or door into the wall.

#### **4.8 Regrading**

Proposed new grading on each residential lot should be designed to blend into the existing grading on that lot. Cuts and fills should be minimized and where required, feathered into the existing terrain; all such grade changes are to take place within the lot. Drainage patterns within a lot may be modified, but these modifications must be consistent with the overall new drainage planned for the subdivision. Any such drainage changes are to be carried out according to current engineering practice, and be approved by the Administrator or its Designate.

Rock formations close to the lowest storey of a residence should be left in their natural state. Some filling for patios will be permitted. However where retaining walls are required, these are to be built of natural stone, or concrete faced with natural stone or painted concrete to best match natural features of the site.

#### **4.9 Height**

- (a) Building height must comply with DNC zoning requirements.
- (b) Basements are to be fully below grade on the street façade where possible.

**4.9.1 Electrical Meters**

Electrical meters must be architecturally screened from view.

**4.9.2 Corner lots**

Houses constructed on corner lots must be designed and constructed to face both streets.

#### **4.9.3 Repetition**

Predominantly similar house plans shall not be repeated with less than two (2) lots between them along the same side of the street or directly across the street from each other. The Administrator reserves the right to increase the separation required between predominantly similar house plans. Whether house plans are predominantly similar shall be in the sole discretion of the Administrator.

### **5. LANDSCAPE AND CONSTRUCTION GUIDELINES**

- (a) The public realm of The Eagle Quay subdivision has been sensitively designed to create a comfortable pedestrian environment. Street rights-of-way incorporate sidewalks, landscaped boulevards, street trees and street lamps. It is the intent of the landscape guidelines to ensure that the quality and experience of the streetscape carry into each individual home-site and that a gradual transition of landscape occurs from one homesite to another. Given these intentions, the landscape guidelines emphasize the front yard areas of all home-sites.
- (b) A Landscape Plan is required for the entire home-site area and shall be designed to enhance individual homes and to unify the streetscape. The landscape plan may be prepared by the home-site Owner. Emphasis will be placed on preservations of views in deciding on location and growing habit of planting materials. Landscape design should strive to achieve objectives such as:
  - (i) preservation of existing significant vegetation where practical;
  - (ii) screening of adjacent private areas;
  - (iii) creation of a sense of enclosure within the yard;
  - (iv) provision of shade to outdoor spaces;
  - (iv) framing of architectural elements.
- (c) If construction is not commenced within 12 months of the purchase of the Lot, the Owner must ensure that the Lot is seeded with grass, and must keep the Lot free of weeds. Grass must not exceed 6" in height. Goods, including vehicles and trailers, may not be stored on a vacant Lot.

#### **5.1 Construction Practice**

- (a) Owners/Builders are required to keep their home-site, their neighbours' home-sites as well as the abutting streets clean and orderly during construction and marketing, and to park only in designated areas. No material or debris shall be stored on an adjacent property, or disposed of on-site. There will be no burning of garbage. Owners/Builders who fail to comply with these requirements will be charged for any clean-up carried out by the Administrator or its agents.
- (b) House excavation or construction shall not undermine the slope stability of a roadway base or other public space such as parks. Appropriate temporary and/or permanent earth retention measures must be taken to ensure the integrity of neighbouring properties. Owners/Builders

will be responsible for redressing any damage caused during construction to other properties, whether private or public.

- (c) Development and construction activities within the home-site must minimize impacts on the natural environment (i.e. trees, ravines, water quality and air quality). Erosion control to prevent siltation within storm drains, catch-basins and creeks is of utmost importance. Prior to any excavation, a sediment control structure must be established. For an individual home-site, drainage ditch to the low point or other practical location, a silt fence and a collection basin could be used. The silt fence is to be maintained in good functional order. If basement excavations are to be pumped out, the water removed must be drained through the silt fence. All stockpiles of excavated or other loose material must be covered with plastic tarps until the site is graded.
- (d) At the onset of construction within a home-site, a gravel access area (at least 3 metres wide by 6 metres in length) at the edge of the site must be established. These construction staging areas are intended to minimize the transfer of sediment from the site onto the public street and also to serve as the required delivery point/staging area for all materials being brought onto the home-site. Excavators moving from one homesite to another must be cleaned prior to using the public street.
- (e) Throughout the construction, the sidewalk and street adjacent to the home-site should be cleaned daily. Given that silt must be prevented from entering the storm drain, power washing of streets may not be an acceptable method of cleaning. As well, no silt from exposed aggregate or equipment may be allowed to enter the storm drain.
- (f) It is reiterated that any damage to the constructed works, landscaping, and other properties, public or private, caused by the Owner/Builder or his/her mover, landscaper or other agent must be redressed at the expense of the home-site owner.

## **6. GENERAL REGULATIONS**

- (a) In the event of any breach of any one or more of the above terms and specifications, the Administrator or its agent shall have the right but shall not be obligated, to enter upon any lot and abate and cure at the expense of the owner of the lot who is in such breach, any such breach, capable of abatement or cure. Such owner shall pay to the Administrator forthwith upon demand all costs incurred by the Administrator in such abatement or cure and such costs shall constitute a charge upon such owner's lot.
- (b) All home-sites shall be maintained in conformance with the character and quality of the original design and construction, including original materials and colour scheme.
- (c) The Administrator reserves the right to accept home-site designs that do not meet the guidelines set out in this building scheme in all respects. if, in the opinion of the Administrator, the intent or principle has been met or the design is otherwise deemed to be acceptable.

## APPENDIX "1"

### DESIGN REVIEW SUBMISSION REQUIREMENTS

Details of the proposal for home-site development are required by the Administrator in order to assess conformance with the Code and Building Scheme Site Plan. As a minimum, the following information must be provided in the submission. Other information may be requested by the Administrator in order to review specific situations. It is noted that incomplete submissions will be returned without review.

#### **1. Site Plan Requirements**

Three (3) copies of a site plan at a minimum scale of 1: 100 or 1/8" = 1'.0" must be provided with the following information:

- (a) property line dimensions;
- (b) location of any utility easements, hydrants, light posts, drainage swales, underground water lines, sanitary, and storm sewer lines;
- (c) dimensions of building(s) and locations of each corner relative to the lot lines;
- (d) schematic grading plan indicating existing and proposed grades throughout the homesite as well as elevations of:
  - (i) each corner of the home and the lot;
  - (ii) the finished main floor, basement floor and the garage slab;
  - (iii) the top of retaining wall(s);
- (e) landscaping details including the locations and species of:
  - (i) existing trees of caliper 100 mm (4 inches) to be saved and/or removed;
  - (ii) all new plantings;
- (f) home, deck or patio location and dimensions;
- (g) fencing location and specifications; and
- (h) location and slope of the driveway and walkway(s).
- (i) view corridors.

**2. Home Plan Requirements:**

Three (3) copies of house plans at a minimum scale of 1: 100 or 1/8" = 1' .0" must be provided, with the following information:

- (a) plans of all levels of all buildings, including the basement, related back to the DNC datum;
- (b) detailed elevations showing the nature and extent of materials used on all facades of all buildings;
- (c) detailed sections, if and as required, to explain the home design.

**3. Colour Requirements:**

One (1) colour board or indication on the home plan that illustrates or provides examples of the proposed colours of exterior materials including the roof, exterior siding, brick, trim, garage door, soffits or any other coloured material to be used on the home or in the landscape.

**APPENDIX "2"**

**THE EAGLE QUAY SUBDIVISION APPLICATION FOR DESIGN REVIEW**

The complete submission (as required) as well as the administration and review fee must accompany this application.

Applicant:

Name:

Present Address:

City:

Telephone:

Postal Code:

The Eagle Quay subdivision/Home-Site No.:

Legal Description:

PROPOSED HOME-SITE DEVELOPMENT

Home Style (two storey, split entry, etc.):

Total Finished Floor Area:

Overall Height:

Home Siting (Setbacks):

Front:  
Right Side:

Rear:  
Left Side:

Elevations:

Basement Slab:  
Main Floor:

Garage Slab:

Garage:  
If garage detached,  
Siting (setbacks)

Detached

Attached

Front:  
Rear:

Right Side:  
Left Side:

**DESIGN REVIEW PROCESS AND OWNER/PURCHASER'S RESPONSIBILITY ACCEPTANCE**

**THE APPLICANT ACKNOWLEDGES THAT THE HOME-SITE DEVELOPMENT REVIEW IS PROVIDED AS A SERVICE AND THAT THE ADMINISTRATOR AND ITS DESIGNATE, IF ANY, ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED, OR FOR ANY LOSSES OR DAMAGES RESULTING FROM USE THEREOF. THE APPLICANT FURTHER ACKNOWLEDGES THAT HE/SHE WILL HOLD THE ADMINISTRATOR AND ITS DESIGNATE, IF ANY, HARMLESS FROM ACTION RESULTING FROM THE USE OF THIS INFORMATION.**

**THE APPLICANT ACKNOWLEDGES THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAVE UNDERSTOOD THE DOCUMENT AND ITS INTENT. THE APPLICANT ACKNOWLEDGES THEY ARE ADVISED TO READ, AND MUST COMPLY WITH, ALL APPLICABLE STATUTES AND BYLAWS INCLUDING THE BRITISH COLUMBIA BUILDING CODE, THE DISTRICT OF NORTH COWICHAN BUILDING BYLAW, AND THE DISTRICT OF NORTH COWICHAN LAND USE BYLAW.**

**SIGNATURE OF APPLICANT:**

**DATE:**

**APPLICANT'S NAME & ADDRESS:**

**WITNESS SIGNATURE:**

**WITNESS NAME & ADDRESS:**

**END OF DOCUMENT**