

DISCLOSURE STATEMENT

of

WOYWITKA'S BUILDING SUPPLIES LTD.

TRUMPETER POINTE SUBDIVISION

Dated: March 1, 2007

DEVELOPER: WOYWITKA'S BUILDING SUPPLIES LTD.

Address for Service: 201 - 64 Station Street, Duncan, BC V9L 1M4

Business Address: 2922 Allenby Road, Duncan, BC V9L 6V3

REAL ESTATE BROKERAGE

ACTING ON BEHALF OF

DEVELOPER: None

This Disclosure Statement has been filed with the Superintendent of Real Estate, but neither the Superintendent, nor any other authority of the government of the Province of British Columbia, has determined the merits of any statement contained in the Disclosure Statement, or whether the Disclosure Statement contains a misrepresentation or otherwise fails to comply with the requirements of the *Real Estate Development Marketing Act*. It is the responsibility of the developer to disclose plainly all material facts, without misrepresentation.

RIGHT OF RESCISSION

Under Section 21 of the *Real Estate Development Marketing Act*, the purchaser or lessee of a development unit may rescind (cancel) the contract of purchase and sale or contract to lease by serving written notice on the developer or the developer's brokerage, within 7 days after the later of the date the contract was entered into or the date the purchaser or lessee received a copy of this Disclosure Statement.

The rescission notice may be served by delivering or sending by registered mail a signed copy of the notice to:

- (a) the developer at the address shown in the disclosure statement received by the purchaser,**
- (b) the developer at the address shown in the purchaser's purchase agreement,**
- (c) the developer's brokerage, if any, at the address shown in the disclosure statement received by the purchaser, or**
- (d) the developer's brokerage, if any, at the address shown in the purchaser's purchase agreement.**

The developer must promptly place purchaser's deposits with a brokerage, lawyer or notary public who must place the deposit in a trust account in a savings institution in British Columbia. If a purchaser rescinds their purchase agreement in accordance with the Act and regulations, the developer or the developer's trustee must promptly return the deposit to the purchaser.

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1 The Developer

- 1.1 The developer is Woywitka's Building Supplies Ltd., a company continued into British Columbia on July 29, 1981 with incorporation number and sometimes referred to in this Disclosure Statement as the "Developer").
- 1.2 The Developer was not incorporated specifically for the purpose of developing the subdivision lots. The Developer has no other assets other than the development property itself.
- 1.3 The registered and records office of the Developer is 201 - 64 Station Road, Duncan, BC V9L 1M4.
- 1.4 The sole director of the Developer is Nick Woywitka.

2 General Description

2.1 General Description of the Development

The development property is comprised of three parcels of land in the District of North Cowichan, British Columbia, between Quamichan Lake, Westlock Road and Maple Bay Road with a combined area of approximately 24 acres.

The Developer will be subdividing the development property into 66 lots and dedicated parkland.

This Disclosure Statement deals with all 66 subdivision lots. The plan of the proposed subdivision of the development property, showing the layout of the development and the approximate dimensions and area of the subdivision lots is attached as Exhibit A to this Disclosure Statement.

The Developer may elect to subdivide the development property by the registration of two subdivision plans, the first to create the subdivision lots which have no waterfront (shown as proposed lots 18 to 66 on the proposed subdivision plan attached as Exhibit A to this Disclosure Statement) and the second to create the subdivision lots having waterfront (shown as lots 1 to 17 on the proposed subdivision plan).

2.2 Permitted Use

Most of the development property is zoned, pursuant to the District of North Cowichan Zoning Bylaw No. 2950, as Residential Restricted (R2), which permits the development property to be used for Single-Family Dwelling and Home-based Business uses (as those terms are defined in the Bylaw). Parts only of those subdivision lots which are bounded on the south east by Maple Bay Road are zoned as Residential Rural Zone (R1) and may be used for Agriculture, Bed and Breakfast, Boarding House, Home-based Business, Single-Family Dwelling, Temporary Trailer and Two-Family Dwelling (as those terms are defined in the Bylaw).

2.3 Building Construction

The purchaser is responsible for construction of any improvements on the subdivision lots. A building permit will be required from the District of North Cowichan.

The District of North Cowichan granted the Developer a development variance permit for the development property on March 7, 2005 which, among other things, reduced the minimum permitted side yard setbacks for some of the subdivision lots. The permit is valid for two years and will lapse if the Developer "does not substantially start construction with respect to which this permit was issued." The Developer has applied for a renewal of the permit.

Buildings must comply with the provisions of the statutory building scheme referred to in section 4.4 (iii) of this Disclosure Statement.

3 Servicing Information

3.1 Utilities and Services

(i) Water

The subdivision lots will be serviced with water supplied by the District of North Cowichan. The Developer will provide all subdivision lots with a water service connection and pay for installation of a water meter (to be installed later). It is the responsibility of a purchaser to install a line from the water service connection to the house to be built on the subdivision lot and to pay all connection charges required by the District of North Cowichan.

(ii) Electricity

The subdivision lots will be serviced with electricity provided by British Columbia Hydro and Power Authority. The Developer will install underground electric power lines to each subdivision lot, other than to the subdivision lot shown as Lot 1 on the proposed subdivision plan attached as Exhibit A, which will be serviced with an above ground power line. The installation of power lines to the house to be built on a subdivision lot and the payment of connection charges is the responsibility of the purchaser.

(iii) Sanitary Sewers

The subdivision lots will be serviced with sanitary sewers connections to the District of North Cowichan sanitary sewer system. The Developer will install sanitary sewer lines to the subdivision lots. The installation of sanitary sewer lines to the house to be built on a subdivision lot and the payment of any connection charges is the responsibility of the purchaser.

(iv) Storm Drains

The subdivision lots shown as Lots 18 to 66 on the proposed subdivision plan attached as Exhibit A to this Disclosure Statement will be serviced with storm drain connections to the District of North Cowichan storm drain system. The Developer will

install storm drain lines to each of these subdivision lots. The installation of storm drain lines to the house to be built on one of these subdivision lots and the payment of any connection charges is the responsibility of the purchaser.

The subdivision lots shown as Lots 1 to 17 on the proposed subdivision plan attached as Exhibit A to this Disclosure Statement will not be serviced with storm drain connections to the District of North Cowichan storm drain system. The Developer will install a rock pit for the discharge of water from the storm drain system to be with the house on the subdivision lot. The installation of storm drain lines to the house to be built on one of these subdivision lots is the responsibility of the purchaser.

(v) Natural Gas

The subdivision lots will be serviced with natural gas provided by Terasen Gas Inc. The Developer will install underground gas service lines to a service point for each subdivision lot. The installation of gas lines to the house to be built on a subdivision lot and the payment of connection charges is the responsibility of the purchaser.

(vi) Fire Protection

Fire protection for the subdivision lots is provided by the North Cowichan Fire Department.

(vii) Telephone

The subdivision lots will be provided with telephone and telecommunications service by Telus Communications Inc. The Developer will install underground telecommunications lines to each subdivision lot, other than to the subdivision lot shown as Lot 1 on the proposed subdivision plan attached as Exhibit A, which will be serviced with an above ground telecommunications line. The installation of telephone lines to a house to be built on a subdivision lot and the payment of connection charges is the responsibility of the purchaser.

(viii) Cablevision

The subdivision lots will be provided with cablevision and telecommunications service by Shaw Communications Inc. The Developer will install underground cable system lines to each subdivision lot, other than to the subdivision lot shown as Lot 1 on the proposed subdivision plan attached as Exhibit A, which will be serviced with an above ground cable line.

The installation of cable system lines to a house to be built on a subdivision lot and the payment of connection charges is the responsibility of the purchaser.

(ix) Access

Access to the subdivision lots is from Westlock Place or Westlock Road, in North Cowichan. Internal roads within the development property will be constructed to the standards of the District of North Cowichan with curb and gutter. Sidewalks will be constructed on one side.

4 Title and Legal Matters

4.1 Legal Description

Parcel Identifier: 009-630-058

That part of Parcel A (DD 62589I) of Sections 3 and 4, Range 2, and Section 3, Range 3, Comiaken District, lying within said Section 3, Range 2, and West of Quamichan Lake Road, except Parcel No. 1 (DD 85790I) and except those parts in Plans 14197, 21685, 29141 and VIP58014 ("Parcel A");

Parcel Identifier: 000-548-791

Lot 1, Section 2, Range 2, Comiaken District, Plan 19078 except part in Plan VIP71463 ("Lot 1"); and

Parcel Identifier: 003-440-915

Lot 16, Sections 2 and 3, Range 2, Comiaken District, Plan 21685 ("Lot 16").

4.2 Ownership

The registered owner of the development property is Woywitka's Building Supplies Ltd.

4.3 Existing Encumbrances and Legal Notations

(i) Legal Notations

(a) "Plan 421 B.L. re: road" (as to Parcel A only);

(b) "This title may be affected by a permit under part 26 of the Local Government Act, see EX26047", a notation related to the development variance permit granted for the development property (as to Parcel A and Lot 1 only).

(ii) Encumbrances

(a) Right of Way 406834G in favour of British Columbia Hydro and Power Authority (as to Parcel A only);

(b) Right of Way E19015 in favour of The Corporation of the District of North Cowichan as to the part in Section 3 (as to Parcel A only);

(c) Mortgage ET54410 and Assignment of Rents ET54411 in favour of HSBC Bank Canada;

(d) Statutory Right of Way FB006008 in favour of British Columbia Hydro and Power Authority (as to Lot 1 and Lot 16 only);

(e) Statutory Right of Way FB006009 in favour of Telus Communications Inc. (as to Lot 1 and Lot 16 only).

4.4 Proposed Encumbrances

- (i) Statutory rights of way to the District of North Cowichan, Shaw Communications Inc., Terasen Gas Inc. and others as required to provide utility services to the subdivision lots;
- (ii) A conservation covenant and rent charge over those lots shown as Lots 1 to 17 on the proposed subdivision plan attached as Exhibit A to this Disclosure Statement, in favour two covenant holders (to be determined) to protect the Quamichan Lake riparian and floodplain areas, containing substantially the provisions set out in Exhibit B to this Disclosure Statement;
- (iii) A statutory building scheme in substantially the form attached as Exhibit C to this Disclosure Statement;
- (iv) A covenant in favour of the District of North Cowichan prohibiting the construction of duplexes on those subdivision lots shown as lots 51 to 54 on the proposed subdivision plan attached as Exhibit A to this Disclosure Statement;
- (v) Such other easements, covenants and statutory rights of way in favour of private and public utility companies and public authorities as may be required to provide the Lots with utilities or confirm building restrictions imposed by local bylaws; and
- (vi) Such other mortgages as the Developer may, during the course of development, grant lenders in order to refinance the existing mortgage on the property.

4.5 Outstanding or Contingent Litigation or Liabilities

There are no outstanding or contingent litigation or liabilities in respect of the development property or against the Developer that may affect the subdivision lots or the subdivision lot owners.

4.6 Environmental Matters

The subdivision lots abutting Quamichan Lake (shown as Lots 1 to 17 on the proposed subdivision plan attached as Exhibit A to this Disclosure Statement) include riparian and floodplain areas which must be protected as a condition of final subdivision approval. Covenants will be registered against the titles to these subdivision lots setting out the extent of the areas to be protected and the manner in which the protection is to take place.

The Developer is not aware of any other material facts relating to flooding, the condition of the soil and subsoil, or other environmental factors affecting the development property.

5 Construction and Warranties

5.1 Construction Dates

The Developer anticipates that all construction required as a condition of final approval of the subdivision will be completed by December 31, 2007.

5.2 Warranties

The Developer will install all utilities and the road described in this Disclosure Statement to the standards required by the District of North Cowichan, as well as plantings required for swales and wetland. The Developer is required to provide a one year maintenance guarantee for the construction done by the Developer and a two year maintenance guarantee for all plantings (with an 80% survival rate). All guarantees are supported by maintenance bonds.

The Developer will not be providing any further warranties to purchasers.

6 Approvals and Finances

6.1 Development Approval

The Approving Officer for the District of North Cowichan granted Tentative Layout Approval for the subdivision of the development property on May 16, 2005, following the issuance of a development variance permit for the development property by the District of North Cowichan on March 7, 2005. The Approving Officer renewed the Temporary Layout Approval on October 23, 2006, extending the expiry date to October 23, 2007.

6.2 Construction Financing

The Developer has financing from HSBC Bank Canada to create and service the subdivision lots. The financing is secured by the mortgage and assignment of rents referred to in paragraph 4.3 (ii) (c) above.

7 Miscellaneous

7.1 Deposits

All monies received by the Developer as a deposit from a purchaser in relation to a subdivision lot will be held in trust by a brokerage (often the brokerage which presents the purchaser's offer to purchase) or a lawyer or notary public who must hold the deposit in the manner required by the *Real Estate Development Marketing Act*.

7.2 Purchase Agreement

The Developer intends to use standard MLS forms with customized Addendums, as appropriate, for the sale of the subdivision lots.

7.3 Developer's Commitments

There are no commitments made by the Developer which will be met after the completion of the sale of a subdivision lot.

7.4 Other Material Facts

None.

Signatures

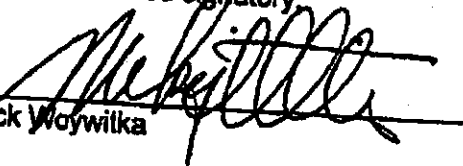
• **Deemed Reliance**

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

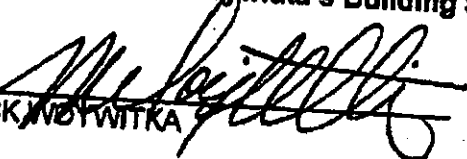
• **Declaration**

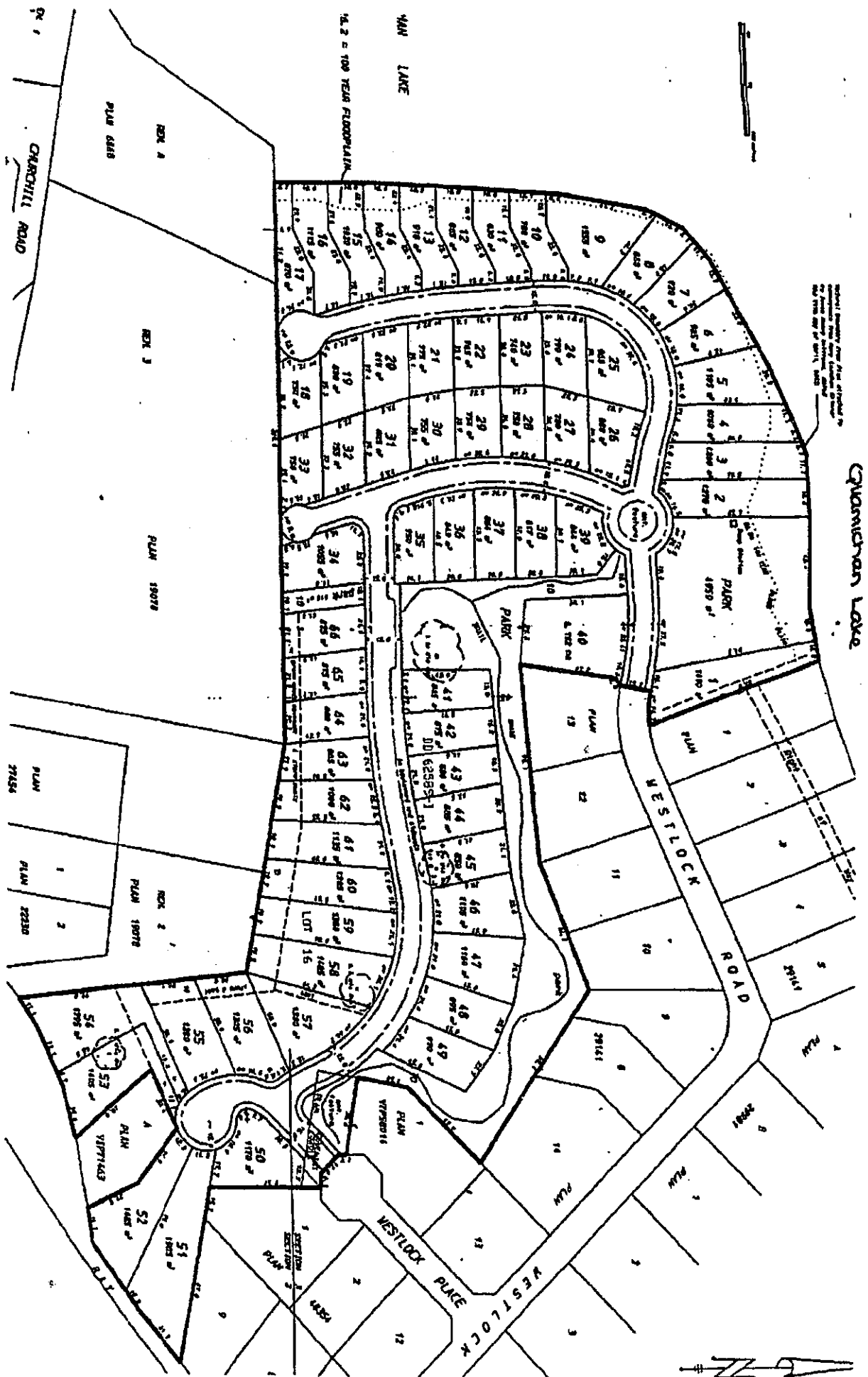
The foregoing statements disclose, without misrepresentation, all material facts relating to the Development referred to above, as required by the *Real Estate Development Marketing Act* of British Columbia, as of March 1, 2007.

WOYWITKA'S BUILDING SUPPLIES LTD.
by its authorized signatory:


Nick Woywilka

Sole Director of Woywilka's Building Supplies Ltd.:


NICK WOYWITKA



ALL LOTS ARE TO BE BUILT UPON
 WITHIN THE PERIOD OF 10 YEARS
 FROM THE DATE OF THIS PLAT
 AND THE BALANCE OF EACH LOT
 TO BE BUILT UPON WITHIN
 THE PERIOD OF 5 YEARS
 FROM THE DATE OF THIS PLAT

QUANICAN LAKE

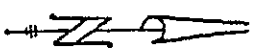


EXHIBIT A

EXHIBIT B

Provisions of Conservation Covenant on foreshore property

- a) A professional arborist is to be retained to ensure that any large trees (mature cottonwoods) are managed in a fashion that meets the Wildlife Tree regulations.
- b) Shoreline viewsapes will be created by creating a landscape architecture consisting of islands of tree and shrub vegetation (taller profile) with low shrubs and aquatic vegetation comprising the spaces between islands of taller vegetation.
- c) Islands of replanted conifers and deciduous species will be planted to replace dead and unhealthy vegetation. The program will be designed by a professional team consisting of an arborist, landscape architect and aquatic biologist.
- d) A management approach to mature trees is to be designed by a professional arborist.
- e) Windthrow management will be based upon retaining a professional arborist and a treatment plan such that any trees that might present a windthrow concern be either topped to create wildlife trees or, if necessary, pushed into the lake to provide LWD habitat along the foreshore.

EXHIBIT C

**LAND TITLE ACT
FORM 35
(section 216(1))**

Declaration of Building Scheme

Page 1 of 8 pages

NATURE OF INTEREST **CHARGE:** Building Scheme

HEREWITH FEE OF: \$65.20

Address of person entitled to apply to register this Building Scheme

2922 Allenby Road, Duncan, BC V9L 6V3

Full name, address and telephone number of person presenting application

JAWL & BUNDON, Barristers & Solicitors
4th Floor, 1007 Fort Street
Victoria, BC V8V 3K5

Applicant/Solicitor/Agent

I, Nick Woywitka, a director and authorized signatory of WOYWITKA'S BUILDING SUPPLIES LTD. (the "Developer"), 2922 Allenby Road, Duncan, BC V9L 6V3 declare that:

1. The Developer is the registered owners in fee simple of the following land (the "Lots"):
Lots 1 to 39 and 41 to 66, Sections, 2 and 3, Range 2, Comiaken District, Plan
VIP _____.
2. The Developer hereby creates 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.

Officers Signature(s)	Execution Date			Transferor(s) Signature(s): Woywitka's Building Supplies Ltd. by its authorized signatory: _____ Nick Woywitka
	Y	M	D	
	07			

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. 1979, c.116, 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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page in Form D.

CONSENT AND PRIORITY AGREEMENT OF CHARGE HOLDERS:

HSBC BANK CANADA, having an office at 100-771 Vernon Avenue, Victoria, B.C., the holder of the following charge, consent to the registration of the above Declaration of Building Scheme and agree that it shall have priority over the stated charge.

Officers Signature(s)

(as to both signatures)

Execution Date

Y	M	D
07		

Transferor(s) Signature(s)

HSBC BANK CANADA by its authorized signatory(ies):

Print Name: _____

Print Name: _____

As to Mortgage ET54410 and Assignment of Rents ET54411

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. 1979, c.116, 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.

- If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- If space insufficient, continue executions on additional page in Form D.

Schedule of Restrictions

1.1 Approval of Plans and Specifications

- (a) No application shall be made to the District of North Cowichan for a building permit, nor shall there be constructed (including grading, filling or doing any other preparatory work on a Lot), placed, erected or maintained on any Lot, any dwelling, building, outbuilding or ancillary improvement (collectively, the "Improvement") unless and until complete and proper plans (including an architectural plan, a landscape plan, an exterior finish and colour plan and a site plan showing the location of the proposed Improvements on the Lot), elevation drawings, specifications for the proposed Improvements (including a list of all materials to be used with details as to the quantity, quality, colours and location of the materials in the proposed Improvements) (collectively, the "Plans") are first submitted to and approved in writing by Woywitka's Building Supplies Ltd., its agents, nominees or delegates (the "Developer"), it being the intention of these restrictive covenants that all Improvements are to be controlled as to design, siting, height, setbacks, type of materials used and exterior colour schemes in accordance with design guidelines prepared by the Developer for the benefit of the Lots as a whole and for the benefit of adjacent or nearby Lots. No Improvements shall be constructed except in accordance with the Plans approved by the Developer.
- (b) No application shall be made to the District of North Cowichan for a building permit, nor shall there be constructed (including grading, filling or doing any other preparatory work on a Lot), placed, erected or maintained on any Lot, any Improvement for which the approval of the Plans was given by the Developer more than 6 months prior to the commencement of the work.
- (c) No Improvements may be erected within 80 metres of any structure of a similar exterior design, exterior massing and finishing.

1.2 Construction

Construction of the dwelling shall be proceeded with diligently and continuously; and no construction on any Lot shall remain in an uncompleted state (whether or not construction is proceeding) beyond the period ending on the date 12 months from the date of the approval of the Plans for that Lot by the Developer. Without restricting the generality of the foregoing, no Lot shall be permitted to remain un-landscaped after the aforesaid 12 month period, or more than 6 months from the date of issuance of any occupancy permit by the District of North Cowichan, whichever shall come first.

1.3 General Contractor

No Improvements shall be constructed except by a full-time professional general contractor approved by the Developer.

2.0 SITE REQUIREMENTS

2.1 Setbacks

No dwelling or structure shall be constructed on the lots with a front, rear or side-yard of lesser width or depth as follows:

- (a) Front yards - 6.0 metres;
- (b) Rear yards - 8.0 metres or, for Lots 1 to 17, the full depth of the conservation covenant area, where this is greater than 8.0 metres;
- (c) Side yards:
 - (i) for Lots 1 to 17 - 2.0 metres on each side;
 - (ii) for Lots 35, 41 to 43 and 59 to 63 - 2 metres on one side and 3.0 metres on the other side;
 - (iii) for the remaining Lots, 3.0 metres on each side;

and no dwelling or structure on Lots 35 to 38 shall be constructed with a front yard of greater than 6.0 metres.

2.2 Floor Area

No Improvement shall be constructed on any Lot with a total finished living area (excluding the garage and any ancillary outbuildings to the main house) of less than 2,000 square feet for two storey dwellings, 1,700 square feet for split-level dwellings and 1,400 square feet for single level dwellings.

2.3 Building Height and View Protection

- (a) No dwelling shall be constructed on any Lot with a vertical distance from grade to the highest point of the building, as averaged from each of the outermost corners of the building to the highest point of the building, of more than 9.0 metres. No accessory buildings shall be constructed on any Lot with a vertical distance from grade to the highest point of the building, calculated in the same manner, of more than 5.0 metres.
- (b) No dwellings shall be constructed on Lots 1-17, 26, 35-39, 41-49, 55 and 56 with a roof ridge height higher than 6 metres above the elevation of the highest point of the back side of the curb or sidewalk directly fronting the Lot.
- (c) No dwelling shall be constructed on Lot 25 with a roof ridge higher than 7 metres above the elevation of the highest point on the back side of the curb or sidewalk directly fronting the lot.
- (d) No principal roof ridges of dwellings which are subject to 6 and 7 metre height restrictions shall be constructed in any manner other than perpendicular to the front face of the building (to minimize obstruction of views from rear Lots).
- (e) No two storey structures shall be constructed other than with the second storey incorporated into the roof, or defined with a secondary roof or wood detailing.

- (f) No three storey structures facing roads shall be constructed on any Lot unless the uppermost storey is set back from the main floor front face and is incorporated into the roof to reduce the perception of building height.

2.2 Trees

No trees or vegetation shall be removed or substantially altered except in accordance with the landscape plan included in the approved Plans for a Lot.

2.4 Fencing

No side yard fencing shall be erected except behind the front face of the Improvement on that Lot.

2.5 Boardwalks

No sidewalks or other paths shall be built over the riparian areas of Lots 1 to 17 except boardwalks constructed as an elevated walk using piles. No such boardwalks shall be constructed anywhere other than straddling the boundaries of the following Lots (for the joint use of both Lots): Lots 2 and 3, Lots 4 and 5, Lots 6 and 7, Lots 8 and 9, Lots 10 and 11, Lots 12 and 13, Lots 14 and 15 and Lots 16 and 17.

3.0 ARCHITECTURAL REQUIREMENTS

3.1 Roof Design

- (a) No roof of any dwelling shall be constructed with fewer than two roof intersections and two roof planes.
- (b) No roof of any dwelling shall be constructed with an overhang of less than 2.0 feet.
- (c) No roof of any building shall be constructed of metal (except copper), asphalt shingles, cedar shakes or shingles or tar and gravel (unless the area of the tar and gravel roof is less than one third of the total area of the roof).
- (d) No roof of any building shall be constructed with fascia boards at roof eaves and barge boards at gable edges of anything other than wood or with nominal dimensions of less than 2 inches by 8 inches or trim with nominal dimensions of less than 1 inch by 3 inches.
- (e) No roof of any dwelling shall be constructed without either surface mounted or hidden eaves troughs; no roof of any dwelling shall be constructed with fascia gutters.
- (f) No mechanical equipment of any kind, including elevator shaft housings, heat pumps and air conditions, shall be installed on any roof.

3.2 Exterior Finishes

- (a) No building shall be constructed with an exterior wall cladding other than wood siding, rock, cultured stone, brick, cedar shingles, "hardiplank" composite siding or equivalent, and small areas (no more than 30% of the total exterior wall area of any exterior building elevation) of textured stucco.
- (b) No building shall be constructed with an exterior wall cladding of vinyl or aluminum siding.
- (c) No exterior wall claddings (except rock, cultured stone and brick) shall have less than a 4 inch wide wood trim around windows and doors and at building corners unless siding corners have been bevelled and mitred).
- (d) No building shall be constructed with less than 20% of the area of any exterior wall that faces a public street clad with rock, cultured stone or brick.
- (e) No building shall be constructed with more than 30% of the total exterior wall area of any exterior building elevation clad with textured stucco.
- (f) No building shall be constructed with exposed concrete foundation walls greater than 12" in height, measured from finished grade to the underside of the exterior wall cladding (except where the foundation must be stepped to accommodate finished grades).

3.3 Exterior Colours

- (a) No building shall have fewer than 4 exterior colours.
- (b) No building shall have different colours for any windows, all of which shall be of the same colour.

3.4 Exterior Lighting and House Numbers

- (a) No light fixtures shall be located or directed so as to cause glare or illumination on other Lots.
- (b) No house numbers shall exceed 6 inches in height.

3.5 Garages

- (a) No carports shall be permitted on any Lot.
- (b) No garage door opening shall exceed 8 feet in height.
- (c) No garage shall be built as an accessory building.
- (d) No garage shall accommodate fewer than two vehicles.
- (e) No garage shall be constructed without a closing vehicle entrance door.

3.6 Parking

- (a) No building shall be constructed on any Lot with fewer than 3 on-site parking spaces (including those within a garage).

3.7 Fencing

- (a) No fencing shall be erected in the front yard of any Lot.
- (b) No fencing shall be erected on any side yard of any Lot between the front face of the dwelling and the street.
- (c) No fencing shall be constructed of any materials other than cedar.
- (d) No fencing at the rear of Lots 35 to 39 and 41 to 49 other than a 5 foot high solid panel topped with a 12 inch latticed panel.

4.0 VEHICLES

- 4.1 No commercial vehicles or machinery shall be stored or parked on any Lot except as may be reasonably required during the construction of a building.
- 4.2 No trailer, boat, recreational vehicle, camper or any vehicle or equipment (other than private passenger vehicles and light trucks) shall be stored on the Lot unless it is stored inside a garage or behind fencing or vegetation that screens it from neighbouring Lots and public areas.
- 4.3 No trailer, camper, recreational vehicle or motor vehicle of any kind shall be maintained on a Lot as a dwelling or sleeping unit, either permanently or temporarily.

5.0 GENERAL REQUIREMENTS

- 5.1 No mobile home, manufactured home, used home, shack or cabin may be placed on a Lot.
- 5.2 No garbage receptacle, incinerator, or compost heap shall be placed on any Lot unless it is kept in the rear yard and is fully screened from view.
- 5.3 No waste materials or refuse of any kind shall be allowed to accumulate on any Lot.
- 5.4 No outdoor clothes lines or poles shall be permitted on any Lot, other than umbrella or collapsible types which are not visible from the street.
- 5.5 No antenna or satellite receiving dish with a diameter larger than 24 inches (61 cm) shall be erected on a Lot or on the exterior of any home or improvement.
- 5.6 No livestock, endangered species, poultry and any other non-domestic animal shall be kept on a Lot.
- 5.7 No canine breed which is generally and widely known to be dangerous or

potentially dangerous such as the Pitbull and Rottweiler are permitted on a Lot.

5.8 No more than two dogs and two cats may kept on any Lot.

5.9 No Lot may be subdivided, except for Lot 50 which may be subdivided to adjust the north-easterly boundary.

5.10 No debris, noxious weeds, or invasive species shall be permitted to accumulate on a Lot at any time, including prior to construction of any buildings.

5.11 No vegetation (other than trees and native shrubs) a vacant Lot shall be permitted to grow to more than 12 inches (30 cm) in height.

5.12 No construction debris, waste materials or excess materials shall be allowed to accumulate on any Lot during construction.

5.13 No building on any Lot shall be allowed to become in despair or unsightly or untidy, it being the intent of these covenants that all Lots and the improvements thereon shall be maintained at all times in a neat and attractive state and condition.

6.0 EXEMPTIONS BY DEVELOPER

Pursuant to section 220 of the *Land Title Act*, the Developer reserves the right, to exempt any Lot remaining undisposed of at the time the exemption takes effect from all or any of the restrictions and benefits created by this statutory building scheme.

END OF DOCUMENT