

## Madrona Ridge

### Building Design Guidelines

1. To ensure compliance of form and character of construction and landscaping with the building scheme for the subdivision known as "Madrona Ridge" (the "**Building Scheme**"), these Design Guidelines and any charges and encumbrances registered on title to the subdivision lot, as applicable, the buyer (the "**Buyer**") agrees to pay a design review fee of One Thousand Dollars (\$1,000) plus applicable taxes to the administrator of the Building Scheme (being either Langford Heights Development Limited Partnership (the "**Vendor**") or its appointed consultant) (hereafter referred to as "the **Administrator**").
2. Pursuant to the terms of the Buyer's purchase agreement for its subdivision Lot, the compliance and damage deposit paid by the Buyer in the amount of \$10,000 (the "**Compliance and Damage Deposit**") will be held by Langford Heights Development Limited Partnership. The Compliance and Damage Deposit secures the Buyer's compliance with the Building Scheme and these Design Guidelines and provides security for certain damage which may be caused by the Buyer in connection with their construction of a building(s) and other improvements on their subdivision lot, including damage to (a) roads, sidewalks or trees forming part of the subdivision or located on municipal lands adjacent thereto; (B) plumbing, sewerage, electrical or natural gas works or any other public or private works servicing the subdivision; or (C) any other subdivision lot (including any buildings, improvements or trees located thereon) within the subdivision. The Compliance and Damage Deposit will be dealt with in accordance with the terms of the Buyer's purchase agreement.
3. If the inspection reveals any deficiencies or non-compliance with the Building Scheme, these Design Guidelines or any other charges and encumbrances registered on title to the subdivision lot, 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 or non-compliant features.
4. The Vendor may draw on the Compliance and Damage 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 in its sole and absolute discretion.
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 Madrona Ridge 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 24 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 any 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 a PDF set 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. The final review will be completed by the City of Langford.
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 retaining walls holding up their property grades. Retaining walls located adjacent

to neighbouring property lines will be installed within 4 months of closing. It is anticipated that subdivision lots 1, 4-13, 17-25 27, 46, 47, 54, and 55 must all have geotechnical retaining walls installed in preliminary grading. The foregoing list of subdivision lots is subject to change based on the recommendations of the Administrator's engineers and other consultants. Any additional engineered retaining walls required will be design by Geopacific Engineering Ltd.

14. There is a rock face above and immediately adjacent to the rear yards of subdivision lots 29 to 41 (inclusive). The City of Langford may require a covenant on title to these subdivision lots imposing certain requirements to address the risk of falling rocks, and the geotechnical engineer may require an additional 2-metre ditch and a fence to be located in the rear of subdivision lots 29-41. Such ditch and fencing may encroach upon the rear portions of subdivision lots 29 to 41 (inclusive) a further 2 metres beyond the 10m non-disturbance area described in Section 30 hereof). Accordingly, no structures or other improvements and no landscaping or any other work may be undertaken on the rear 12 metres of any of subdivision lots 29 to 41 (inclusive) without the express written consent of the Administrator, which consent may be withheld for any reason.
15. 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.
16. The Administrator requires the construction of site drainage systems to meet the specifications prescribed by the City of Langford's bylaws, and may require the site drainage systems to exceed such specifications based on recommendations issued by a professional engineer appointed by the Administrator and approved by the Administrator. For the purposes of run-off from roofs and/or ground, run-off must be collected and directed to natural or improved drainage systems within the lot, unless it goes through the civil infrastructure.
17. It is anticipated that subdivision lots 8, 9, 44, 45 and 46 will all be encumbered by statutory rights of way in favor of a municipality and/or third party in respect of certain storm drainage infrastructure installed within such subdivision lots the purposes of water and/or of drainage, which statutory rights of way must be complied with at all times.
18. 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.
19. 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.
20. 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 various government

authorities including federal, provincial, municipal or any other applicable laws; and the Buyer shall be solely responsible for complying with such restrictions.

21. The approval criteria and procedures set out herein shall apply to all alterations and modifications.
22. 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.
23. 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**

24. Application to the Administrator for final inspection of the building(s), and receipt of an occupancy permit from the City of Langford, must occur no later than twenty-four months (24 months) after the issuance of a building permit by the City of Langford.
25. 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 to accommodate circumstances such as weather and time of year may be granted by the Administrator, acting in its sole discretion, upon written request from the Buyer.
26. For clarity, nothing in Sections 24 or 25 above is intended to limit or restrict the rights of the Vendor under the Buyer's purchase agreement, it being the intention that the deadlines established in such sections will facilitate the administration of the Compliance and Damage Deposit in accordance with the terms of the Buyer's purchase agreement. In particular, and without limiting the generality of the foregoing, if the Buyer fails to complete the requirements to be completed within 30 months of the completion date under the Buyer's purchase agreement, \$7,500.00 of the Compliance and Damage Deposit will be absolutely forfeited to the Vendor.

#### **Siting and Setbacks**

27. In addition to any siting and setback requirements imposed under the City of Langford's zoning, building permit and other bylaws, no principal building may be located:
  - a) within 3.0m of any front lot line;
  - b) within 5.5m of any front lot line to the garage;
  - c) within 1.5m of any interior side lot line;
  - d) within 3.0m of any exterior side lot line;
  - f) within the restricted non-buildable and non-disturbance zone that is located in the rear 10m of the lot (or, in the case of Subdivision Lots 29 to 41 (inclusive), in the rear 12m of the lot, subject to Section 14 hereof);

28. Further, no principal building may be more than a maximum of 9m in height, unless expressly permitted under the City of Langford's zoning bylaws.
29. Any bylaw variances sought must be approved by the Administrator prior to application to the City of Langford.
30. No structures or other improvements and no landscaping or any other work may be undertaken within the non-disturbance area located within the rear 10 metres of each subdivision lot in the subdivision.

### **Architectural Character**

31. All buildings must conform to the City of Langford's applicable Development Permits, and the Form and Character DP for this development.
32. All building(s) are to be consistent with a traditional (Modern Farmhouse) style which includes:
  - a. Traditional pitched roofs; with a minimum (4:12) pitch, with complimentary accent roofs;
  - b. Dormer or secondary roofs can be equal to but not exceed the height of the main roof;
  - c. A varied use of exterior materials is encouraged with a preference of no more than 3 building materials being used on one elevation; (or require approval from the administrator)
  - d. All front entry doors are to be visible from the fronting street and colours to align with exterior natural earth tones.
  - e. Exteriors should be free of heavy ornamentation and details should be streamlined and uncomplicated in design.

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

33. Where applicable, the Buyer on the high-side shall, at the Buyer's expense, construct any and all retaining walls on the lot to bring the lot to a grade established by the qualified architects, designers or professional engineers and approved by the Administrator.
  - a. Lots are graded to facilitate construction and to match the final civil engineering grading plan. Re-grading must create minimal cut and fill situations and blended into the existing site conditions.
34. Retaining walls are to be masonry rock or stone walls, consistent with those on neighboring 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.
35. All concrete or masonry walls exceeding 1.2 meters in height, are to be designed by Geopacific Consultants Ltd, a professional geotechnical engineer, and shall conform to the City of Langford bylaws.
36. 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. Responsibility of the retaining wall required is to be of the high side property owner. See the Development Permit for further detail.

37. All Statutory Rights of Way in favor of the City of Langford must not be constructed within and must remain accessible at all times.

### **Garages**

38. 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.
39. All garages must be attached and be consistent in architectural character (style and proportion) consistent with the home and must have similar detailing, finish and colour.
40. Where suite approval has been granted, in addition to the foregoing garage requirements, independent additional suite-designated parking space is required, a 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.
41. No triple garages shall be constructed.
42. 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.

### **Vehicular Parking**

43. Parking is to be on the lot and within designated parking spaces, or an internal garage and Parking must meet the City of Langford parking bylaw requirements.
44. Storage of boats, boat trailers, camping trailers or recreational vehicles on a lot is only permitted within the confines of a garage.

### **Roofing**

45. Roof accessories, such as shafts and vents, are to be in locations or screened as to be not visible from adjacent streets.
46. Roofing materials are to be fiberglass shingles, asphalt shingles, coil-coated or anodized standing seam or self-locking sheet-metal, slate; 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. Roofing materials must meet the City of Langford building permit requirements for fire resiliency.

### **Building Height**

47. No building or structure on any lot may be constructed to have any part of the home or structure higher than 9m as per City of Langford R2 zoning bylaw or other applicable City bylaws.

48. Allowable building height must be calculated in compliance with the City of Langford bylaws.

### **Mechanical Equipment and Appurtenances**

49. 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.

50. Electric Heat pumps must be provided for each home. This is a requirement of the site specific zoning.

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

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

53. No signage, other than real estate, builder information signs, or permit notices, and not more than (1.1 square meters) (12 square feet) in size, is permitted on any lot.

54. No hand-written signs are permitted.

55. Exterior mechanical equipment will have a maximum noise level of 70dBL.

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

56. 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.

57. 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); cultured stone; ceramic tile; brick; non-reflective panel glazing; and acrylic stucco are permitted. Limited use of exposed concrete is permitted for accent. (comment from architect)

58. Vinyl siding is not permitted. Industrial type plastic materials are not permitted.

59. Extensive areas of unfinished or un-textured concrete are not permitted.

60. Upgraded façade articulation on corner lots or exposed side façade lots is required for approval by the administrator.

61. 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.

62. If proposed, all stone or rock installed on the front elevation on columns, is to be constructed to a minimum of (0.91 m) (36") in height.
63. If proposed, rock or stone is to wrap corners by a minimum of 0.61 m (24") and partial walls are to be capped with (2") nominal sills which overhang the rock or stone by minimum (1").
64. If proposed, the width of all stone or rock clad portions of columns is to be a minimum of 0.55 m (22" square).
65. The wood portion of all columns is to be a minimum of 0.30 m (12") square finished, with the exceptions that natural solid timber columns, or rear columns, may be a minimum of 0.25 m (10") square.
66. 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.
67. Exterior finish materials should be complimentary to those of adjoining properties
68. Balcony soffits should be of material and finishes appropriate to the rest of the building.
69. The proportion and scale of columns, posts and guardrails should be appropriate to the building massing and should complement other features and details.
70. Etched glass windows are prohibited.
71. Reflective or mirrored glass is prohibited.
72. Window and door frames may be wood, steel, aluminum, high quality vinyl, or fiberglass. A palette of neutral or muted earth tones is preferred. Finish colour to be noted on drawings and samples included on the colour and material boards.
73. All "man-doors" are to be weather-protected.
74. Exterior doors should be solid core wood (painted or stained), insulated metal with a painted or approved prefinished colour or glass in wood, aluminum, steel, fiberglass or high quality vinyl frames.
75. Exterior lighting on the building should be installed only when necessary to provide safety or convenience and not for display. It must be kept to the minimum number fixtures required and may not be high intensity lighting including but not limited to floodlights. The use of muted architectural lighting (e.g. soffit lighting) is acceptable.
76. Exterior lighting should be diffused, shielded, directional and concealed from neighbouring development and the street. Fixtures should be "Dark Sky friendly" by minimizing glare, uplighting and light trespass outside the target area.
77. Light fixtures on the building must be appropriate to the overall theme of the community.

78. Municipal address number; display address number in prominent location on the street facing elevation of the home for fire services.

### **Landscaping**

79. At all times prior to construction works commencing, the Buyer must keep the lot tidy and organized including cutting of any and all grass, weeds or landscaping that is growing.
80. 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.
81. Landscaping is to be installed such that it achieves an aesthetic appearance of development and is consistent with neighbouring landscaping.
82. 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.
83. Care is to be taken to avoid existing civil services provided in as-built civil drawings. Where service relocation is required to accommodate landscape or construction plans, the Buyer is responsible for all costs.
84. Generally, the landscape plan for each property, excluding the house footprint, should incorporate not more than 60% hard surface.
85. Within the front yard 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.
86. Artificial grass is not permitted in front yards or boulevards within the neighborhood but will be permitted in rear yards and areas of limited sunlight.
87. 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.
88. The Vendor shall only be responsible for the installation of boulevard tree(s) where required by the City of Langford and to irrigate the tree(s) only. Street trees and irrigation to be installed by Langford Heights Development Limited Partnership.
89. After substantial completion of City of Langford boulevard landscaping, the landscaping fronting each lot is to be permanently maintained by the lot Buyer.
90. Plantings are to be to current BC Society of Landscape Architects or BC Landscape, Nursery Association standards including but not limited to deer-resistant plants. 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.

91. Streets, driveways and sidewalks are to be cleaned after landscaping.
92. 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.

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

93. Driveways are to be constructed between the curb and the home, in the location approved in the final civil design drawings and are to be finished with a type of concrete finish, or paving stones. Asphalt driveways will not be permitted.
94. Pedestrian walkway access to suites and walkways either side of buildings are to be of concrete or exposed aggregate concrete design.
95. Where exterior stairway access is required, stairway stringers and treads to be constructed of suitable exterior wood or composite wood products.
96. Handrails and balusters are to be of black or white anodized or powder coated aluminum

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

97. 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.
98. Front yard fencing is not permitted.
99. Side-yard fencing is not to extend beyond the front face of the building and no fences should exceed six feet (1.8m) in height.
  - a. Solid cedar fencing is preferred.
  - b. All wood fencing is to be finished in clear cedar stain.
  - c. Use of colored paints on wooden fences is not permitted.
  - d. Only Administrator approved property boundary fencing, and roadside screen fencing are permitted.
100. Other than side yard fences, no railings, fences or walls are to be constructed without written approval of the Administrator.

### **Decks**

101. All patios and visible areas under decks are to be poured concrete, natural rock or pavers.
102. 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.

103. Where exterior deck stairway access is required, stairway stringers and treads are to be constructed of suitable exterior wood or composite wood products.
104. Handrails and balusters are to be of black or white anodized or powder coated aluminum.

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

105. British Columbia Step Code requirements must be satisfied according to City of Langford bylaws. Energy conservation shall comply with Provincial standards or as adopted by the City of Langford via bylaw or policy.
106. Lot owners are encouraged to comply with at least Step 3 of the British Columbia Step Code or the minimum BC Step code at the time of development. Passive house principles and standards are encouraged.

#### **Construction Practices**

107. 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, within seventy-two (72) hours written notice by the Administrator, will be charged for clean-up carried out on behalf of the Buyer under direction of the Administrator.
108. Power washing of a street is not permitted unless measures are taken to prevent siltation escaping into storm drains and catch-basins. Street cleaning and erosion sediment control measures must be employed to avoid mud tracking and siltation of storm drains. A Buyer who fails to comply or to have their builder, contractor or trades comply with these requirements, within seventy-two (72) hours written notice by the Administrator, will be charged for clean-up carried out on behalf of the Buyer under direction of the Administrator.
109. Buyers shall obtain 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.
110. 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.
111. Buyers will be responsible for reimburse, or to have their contractor or trades reimburse the Administrator for any damage caused during construction to other properties, whether public or private.
112. The lot owner or contractor or sub trades are required to provide adequate insurance for contractors and professional liability insurance for consultants; Langford Heights

Development Limited Partnership should be listed as insured on the certificates and must be provided prior to commencement of Construction.

113. Buyers are responsible for providing portable toilets, their maintenance and all costs, from commencement of construction to completion of landscaping.
114. In any case where a geotechnical consultant is required Geopacific Consultants Ltd. must be retained by the buyer as the Geotechnical consultant on record for the project.
115. As per the City of Langford approved landscape plan if street trees are installed at time of construction the Buyer will be responsible for tree protection as per city of Langford bylaws and if damage occurs tree replacement will be required.

### **General Provisions**

116. No improvement or landscaping on a lot shall be permitted by any owner to deteriorate or become unsightly or untidy. The intent of these restrictions is for each of the Lots and Improvements, or landscaping thereon shall be maintained in a neat and attractive state and condition at all times.
117. 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 here from (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.
118. The provisions hereof will run with and bind all of the Lands and every portion thereof and render the owner, each Buyer, 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.
119. The Buyer's purchase agreement and the Building Scheme will govern to the extent of any conflict between the terms of those documents and the terms and requirements set out in these Design Guidelines.

**END OF DOCUMENT**