

This Schedule of Restrictions is registered on the property title of each property within the boundaries of Dean Park Estates.

## **SCHEDULE OF RESTRICTIONS**

1. THERE shall be no commencement of site preparation, including filling and excavation, or constructions of any improvement or alteration thereof until a complete set of plans, signed by the owners, has been deposited with PARK PACIFIC APARTMENTS LTD., or its agent or nominee and approval therefor has been obtained as hereinafter provided, it being the intent of these restrictive covenants that all improvements, including dwellings, fences, and landscaping are to be controlled as to design, siting, height, set backs, type of materials used and exterior colour schemes. For greater clarity and certainty it is the intent of these restrictive covenants to ensure a variety in set backs and dwelling types to be built upon the lots and to ensure that all dwellings and improvements are suited to the particular lot on which they are to be located.
2. WITHOUT restricting the generality of Clause 1, no trees or vegetation shall be removed or substantially altered without approval, and conversely, no lot after the initial sale thereof by Park Pacific Apartments Ltd. shall be left in such a state as to unreasonably impede the view from any other lot or lots and to this end, the body whose approval is required may require that any trees or vegetation be removed, topped or otherwise modified from time to time.
3. NO lot shall be left so that construction of any improvement shall not have been commenced within six (6) months of the granting of approval therefor (failing which the approval shall be void), or all improvements including landscaping shall not have been completed within one (1) year of the date of issue of any building permit or commencement of site preparation, whichever shall first occur.
4. NO improvement or lot shall be allowed to become in disrepair or unsightly or untidy, it being the intent of these covenants that all lots, improvements thereon and boulevards shall be maintained at all times in a neat and attractive state and condition.
5. NO lot shall be subdivided or altered in its boundaries without approval, except that where a subdivision plan is required by the District of North Saanich, or the Province of British Columbia, for the purpose of dedicating any portion of a lot within the subdivision for road or park or other public purposes, neither the consent of the approving authority nor of the owners of any lot within the plan of subdivision shall be required.
6. NO dwelling shall be erected which shall have a main floor area of less than twelve hundred (1200) square feet inclusive of outer walls, but exclusive of any garage, carport, covered extension, patio, porch or other appendage.
7. EXCEPT as hereafter noted, no building shall be used for any purpose other than that of a single family residence. In particular, without restricting the generality of the foregoing, no building shall be used at any time for the purpose of any profession, trade, vocation, commercial enterprise of any description, nor as a hospital, charitable, religious or educational institution, apartment, boarding or lodging house.

8. NO animals, birds, or livestock other than domestic household pets shall be kept on any lot at any time for any purpose.
9. NO sign, or advertising matter of any kind, except a sign, previously approved, and in a designated form, offering a lot or residence for sale, shall be placed on any lot or on any chattel permanently or temporarily located on any lot.
10. EXCEPT for private passenger automobiles, no chattels, including but without restricting the generality thereof, trailers, campers, motor homes, trucks and boats, shall be parked, placed or situated on any lot except in a garage, or in an area situated on the lot which is bounded by an approved screening for the benefit of neighbouring lots.
11. THERE shall not be stored or accumulated in the open on any lot any waste or materials of any kind whatsoever.
12. NO storm drain, or sanitary sewer connection shall be covered or backfilled prior to approval.
13. NO pole, mast, antenna or similar device of any kind, whether for the purposes of receiving or transmitting radio or television signals or otherwise, shall be erected or installed on any lot or on the exterior of any building.
14. NO electrical, telephone or other lines or wiring whatsoever shall be erected or installed above ground on any lot.
15. IN the event of any breach by an owner of these restrictive covenants for a period of thirty (30) days after notice in writing delivered to the lot by the approving body requesting the owner to remedy such breach, such body may cause such work as may be necessary to cure the breach to be performed and the cost thereof shall be a debt owing by the owner, payable on delivery to the lot of an invoice for such work.
16. ANY consents or approvals necessary pursuant to the foregoing restrictions shall be in writing and obtained from PARK PACIFIC APARTMENTS LTD. or its agents, or nominee, who may also relax, waive, or modify any of these restrictive covenants as it in its sole discretion may see fit.
17. ANY rejection of a request for approval and any approval being granted as aforesaid shall be final and binding and shall not be open to question by any owner or owners of other lots and failure of the approving body to enforce these restrictive covenants or to exercise its power in a judicial manner shall not render such body liable in damages or to any claims or demands whatsoever.

NOTE: On August 26, 1992, Park Pacific Apartments Ltd., designated and named "Dean Park Estates Community Association" as their authorized agent and nominee with respect to all matters relating to any building scheme affecting lands within that part of the Municipality of North Saanich, B.C. commonly known and designated as "Dean Park" wherein Park Pacific Apartments Ltd., is a designated approving body in such building scheme.