

**LAND TITLE ACT
FORM C (Section 233) CHARGE**

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE OF PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Y	M	D

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE _____ of _____ PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE OF PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

TERMS OF INSTRUMENT - PART 2

BETWEEN:

CITY OF SURREY, a municipal corporation at
13450 – 104 Avenue, Surrey, British Columbia V3T 1V8

(the "*owner*")

OF THE FIRST PART

AND:

CITY OF SURREY, a municipal corporation at
13450 – 104 Avenue, Surrey, British Columbia V3T 1V8

(the "*City*")

OF THE SECOND PART

WHEREAS:

- A. The *owner* is the registered owner of those lands and premises lying in the City of Surrey in the Province of British Columbia and more particularly known and described as:

Parcel Identifier: NO PID

LOT 1 BLOCK 8 SECTION 36 BLOCK 5 NORTH RANGE 3 WEST NEW
WESTMINSTER DISTRICT PLAN EPP58440

Parcel Identifier: NO PID

LOT 2 BLOCK 8 SECTION 36 BLOCK 5 NORTH RANGE 3 WEST NEW
WESTMINSTER DISTRICT PLAN EPP58440

Parcel Identifier: NO PID

LOT 3 BLOCK 8 SECTION 36 BLOCK 5 NORTH RANGE 3 WEST NEW
WESTMINSTER DISTRICT PLAN EPP58440

(the "*lots*")

- B. By provisions of Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250, as amended, (the "*Land Title Act*") a covenant, whether of a negative or positive nature in respect of the use of land, or that land is or is not to be built on, in favour of the *City*, may be registered as a charge against the title to that land and is enforceable against the *owner* and his successors in title, even if the covenant is not annexed to land owned by the *City*.
- C. It is the intention of the *owner* to register a statutory building scheme against the *lots* in the form attached hereto as Schedule "A" and forming part of this agreement (the "*schedule*").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of ONE (\$1.00) DOLLAR now paid to the *owner* by the *City* (the receipt of which is hereby acknowledged) the *owner* for themselves, jointly and severally, and their heirs, personal representatives, successors and assigns hereby covenants, promises and agrees, pursuant to Section 219 of the *Land Title Act*, that the *lots* shall not be used or built on except in compliance with this covenant (it being the intention of the parties hereto that the covenant herein contained shall be annexed to the *lots*) and the parties agree as follows:

1. All the italicized terms and conditions that are not defined herein shall have the same definition as those contained in the *schedule*.
2. The *owner* covenants and agrees to:
 - (a) build, place, install or construct any *improvements* on the *lots* in accordance with the *schedule*;
 - (b) not build, place, install or construct any *improvements* upon a *lot*, unless and until a security deposit (the "*security deposit*"), to ensure compliance with the landscaping restrictions in the *schedule* in the amount of \$5,000.00 is paid as follows:
 - (i) to the *developer* upon completion of the purchase and sale of the *lot* from the *developer* to the *owner*, or
 - (ii) to the *developer* upon making the initial application to the *City* for a building permit for the construction of *improvements* on the *lot*, or
 - (iii) to the *consultant*, in the event that the *developer* no longer owns any of the *lots*, upon making application to the *City* for a building permit to renovate or reconstruct any of the *improvements* situated on the *lot*; and
 - (c) not build, place, install or construct any *improvements* upon a *lot*, unless and until the *owner* submits plans for the proposed *improvements* on the *lot* to the *consultant* that demonstrate compliance with the *schedule* and the *owner* obtains written acceptance from the *consultant* by having the plans stamped with the following text "Conforms with the building scheme registered in the Land Title Office under No. _____".

3. The *owner* covenants and agrees that they shall complete the landscaping on the *lot* within one year from the date of the occupancy of the *improvements*.
3. The *developer* or *consultant*, as the case may be, shall be entitled to retain the *security deposit* without interest and apply such amounts as are necessary with respect to the satisfactory completion of the landscaping on the *lot* in compliance with the *schedule*.
5. The *owner* hereby releases, indemnifies and saves harmless the *City*, its elected and appointed officials, employees and agents from and against any and all liability, actions, causes of actions, claims, damages, expenses, costs, debts, demands or losses suffered or incurred by the *City* arising from the granting or existence of this Agreement, from the performance by the *owner* of this Agreement or any default of the *owner* under or in respect of this Agreement.
6. The *owner* agrees with the *City* that the *City* is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
7. The *owner* agrees to obtain from any prospective purchaser, leaseholder, tenant or other transferee of the *lots* an agreement to be bound by the terms of this Agreement.
8. The parties agree that nothing contained or implied in this Agreement shall prejudice or affect the powers of the *City* in the exercise of its functions under any statute, by-law, order or regulation, all of which may be fully exercised in relation to the *lots* as if this Agreement had not been executed.
9. The parties agree that this Agreement may only be modified or discharged with the consent of the *City* pursuant to Section 219 (9) of the *Land Title Act*.
10. It is mutually understood and agreed by and between the parties hereto that this Agreement and the covenants herein contained shall be construed as running with the *lots*.
11. The parties agree that they will do such further acts and give such further assurances as necessary to implement the true intent and meaning of this Agreement.
12. This Agreement shall be binding upon and enure to the benefit of the respective parties hereto, their administrators, personal representatives, successors and assigns.
13. Wherever the singular or masculine form is used in this Agreement it shall be construed as including the plural, feminine and body corporate or politic where the context requires.

Schedule A



SURREY
CITY OF PARKS

BUILDING SCHEME SCHEDULE OF RESTRICTIONS

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CITY OF SURREY BUILDING SCHEME

SCHEDULE OF RESTRICTIONS

SECTION 1

GENERAL RESTRICTIONS

1.1 Definitions

In this *schedule*:

"**City**" means the *City of Surrey*;

"**construct**", and any variation of that term, means to *construct*, improve, install, affix, place, or alter, or to permit construction, *improvements*, installation, affixation, placement or alteration;

"**consultant**" means an architect in good standing with the Architectural Institute of British Columbia or any successor body, or a registered design *consultant* in good standing with the National Home Designers Association or any successor body, or a registered building designer and/or a certified residential building designer in good standing with the Applied Science Technologists and Technicians of British Columbia or any successor body, who is appointed by the *developer* and who is authorized by the *City* in writing;

"**developer**" means the registered *owner(s)* of the fee simple or leasehold estate of all of the *lots* as of the date this *schedule* is registered in the Land Title Office;

"**improvements**" means any building, accessory building in excess of 10 square metres [105 square feet], fence or retaining wall *constructed* or to be *constructed* on a *lot*;

"**lot**" means each *lot* identified in either the Form 35 or the Form C to which this *schedule* is attached and any portions or portion of such *lot* which may be subdivided or consolidated whether by subdivision plan, strata plan or otherwise and "*lots*" means the aggregate of them;

"**owner**" means the registered *owner* of the fee simple or leasehold estate of a *lot*;

"**person**" means any individual, corporation, society, association, co-operative, joint venture, partnership, trust, unincorporated organization, government, or other legal entity, and includes the *owner* of a *lot* and the *developer*;

"**schedule**" means this *schedule* of restrictions and any further *schedules* or exhibits attached to it (if any);

1.2 Expiry

This *Schedule* shall have no further force and effect after twenty (20) years from the date of registration of this *schedule* in the Land Title Office, and shall be discharged from all of the *lots* by the passage of this time.

SECTION 2

BUILDING DESIGN RESTRICTIONS

For all of the subsections in Section 2, a *person* will not ***construct improvements, or develop the lot before, during or after construction of the improvements, unless:***

2.1 Building Siting

- (a) that *person* sites the *improvements* in accordance with the *lot's* natural characteristics, existing trees, and neighbouring *improvements*, in relation to the over view or over shadowing of neighbouring *lots* and *improvements*;
- (b) the siting of the *improvements* complies with the *consultant's* requirements, which may be based on the creation of interesting streetscapes, maximization of privacy, or may be in response to conditions imposed by adjacent *improvements*;
- (c) that *person* situates the *improvements* in a location that does not conflict with the location of all requirements of easements and rights-of-way; and
- (d) that *person* does not ***construct improvements*** that conflict with the physical location of driveway and curb let-downs, significant trees, cable service boxes, electrical boxes, and streetlights.

2.2 Lot Grading

- (a) established overland flows and/or underground storm sub-surface systems are maintained only in accordance with completed swales and *lot* grading in accordance with the *lot* grading plan accepted by the *City* for the *lots*;
- (b) the design of the *improvements* is in substantial compliance with the *lot* grading plan for the *lots* which has been reviewed by the *consultant* and accepted by the *City*, and the said plan specifies all finished grade elevations as derived from the *lot* grading plan for the *lots* accepted by the *City* and grade elevations in respect of that *lot*;
- (c) the proposed *lot* grading is in accordance with the *lot* grading plan for the *lots* accepted by the *City*, which *lot* grading plan will be available from the *City*; and

- (d) that *person* provides that any changes made to the *lot* do not affect the drainage pattern for the area.

2.3 Retaining Walls

- (a) there is no retaining wall, except if permitted in the *lot* grading plan accepted by the *City* for the *lots*, or if accepted by the *City*. A low profile retaining wall that is no more than 20 cm [7.9 inches] in height, such as landscape ties, is not restricted, provided that such a low profile retaining wall does not result in terraced landscaping;
- (b) the maximum height of a retaining wall is no more than 0.6 metres [2.0 feet], except for a retaining wall below existing grade, including concrete stairwells and covered patios under sundecks;
- (c) notwithstanding requirements as specified in clause 2.3(b) herein, a retaining wall on *lot* 1 shall not exceed a height of 0.9 metres [3 feet], and shall be stepped and landscaped as determined by the *consultant*;
- (d) retaining walls visible from the street are *constructed* of architecturally treated masonry, boulders, "Allan Blocks", "Pisa Stone", or boulders of a minimum 0.4m [16 inch] diameter;
- (e) a retaining wall that faces the street, if permitted, is landscaped; and
- (f) retaining walls not visible from the street, if permitted, shall be *constructed* of boulders, or architecturally treated masonry, or masonry blocks, or 4x4, 4x6, or 6x6 pressure treated lumber, or pressure treated landscape ties, except for a retaining wall below existing grade including concrete stairwells, window wells, and covered patios under sundecks.

2.4 Tree Preservation

- (a) that *person* does not cut down or remove from the *lot* any existing trees, except if that *person*:
 - (i) obtains a tree cutting permit from the *City*,
 - (ii) in respect of any tree identified on the tree location plan, obtains a written recommendation by an accredited arborist or other tree specialist authorized by the *City*, stating that the tree is diseased and/or hazardous and should be removed and provides such certification to the *City*, and

- (iii) if required by the *City* as part of the tree cutting permit, replaces any removed tree with a minimum of two other trees elsewhere on the *lot* which will be a minimum of three metres [10 feet] tall if coniferous, or five centimetres [2 inches] calliper if deciduous.

2.5 Landscaping

- (a) all street fronting yard areas on the *lot* are landscaped;
- (b) that *person* completes the front yard landscaping within 60 days of the completion of the *improvements*, except if weather conditions make it impossible to do so, in which case that *person* will complete that landscaping as expeditiously as possible, and prior to final inspection;
- (c) that *person* cleans and grades side and rear yards within 60 days of the completion of the *improvements*, and prior to final inspection;
- (d) that *person* installs the following planting materials:
 - (i) Shrubs: on each *lot* provide a minimum of 20 shrubs (3 gallon pot minimum); and
 - (ii) Sod: provide sod from the street to the front face of the home;
 - (iii) on the west side of *lot* 1, the area between any stepped retaining walls shall be landscaped with shrubs of a minimum 2 gallon pot size planted at intervals not exceeding 0.9 metres [3 feet] centre to centre along the full length of the retaining wall;
- (e) the maximum impervious surface area of each *lot* shall not exceed 40 percent of the total *lot* area. Impervious surface areas include buildings, sidewalks, driveways, parking areas, patios, decks, and any other surfaces that do not allow rain water to permeate below the ground surface;
- (f) a minimum 300 mm thick layer of topsoil is required in all pervious surface areas including but not limited to lawn areas and planter beds, except within any root protection zone protected by covenant, wherein the existing soil shall remain undisturbed;
- (g) roof rain water leaders shall discharge onto the lawn via a concrete splash pad or to an approved on-site rainwater management facility. Roof rain water leaders shall not be connected directly to perimeter drains nor to a storm sewer; and
- (h) all landscaping on the *lot* shall be completed within one year from the date of occupancy of the *improvements*.

2.6 Driveways and Walkways

- (a) only the following *construction* materials for the driveway are used:
 - (i) exposed aggregate concrete, or
 - (ii) interlocking masonry pavers, or
 - (iii) stamped concrete.
- (b) the location of the driveway and walkways avoids significant trees, streetlights, or service boxes, and does not conflict with drainage swales on the *lot* grading plan;
- (c) the front entry walkway material does not differ from the material used for the driveway; and
- (d) asphalt surfacing materials are not used anywhere on the *lot*.

2.7 Building Design Repetition

- (a) the exterior design of a single family dwelling to be erected on a *lot* shall not be identical or similar to that of an existing or proposed *single family dwelling* on a *lot* on the same side of the fronting highway within four *lots* measured from the closest *lot* lines. A single family dwelling is deemed to have a similar exterior design to an existing single family dwelling when:
 - (i) the front elevation designs are identical or have insignificant variations in the disposition and articulation of design features; or
 - (ii) the front elevation designs are a mirror image to each other, with or without any variation in architectural details.

2.8 Building Massing

- (a) the building massing of the *improvements* does not create a canyon effect in relation to the open space between the *improvements* above the first storey;
- (b) the building massing for *improvements* on the subject *lot* is to be compatible with the *lot* grading plan and the building massing of *improvements* on adjacent *lots*, in relation to roof design and transition in building height; and
- (c) a dwelling on *lot* 1 shall conform to the following specifications:
 - (i) the top side of the basement slab shall be set at the Minimum Basement Elevation (MBE) specified on the final *lot* grading plan accepted by the *City*;

- (ii) the maximum basement ceiling height is 2.46 metres (8'-0.3/4") above the basement slab elevation;
- (iii) the maximum main floor ceiling height is 2.76 metres (9'-0.3/4") above the main floor subfloor, except in areas open to the upper floor;
- (iv) the maximum upper floor ceiling height is 2.46 metres (8'-0.3/4") above the upper floor subfloor, except vaulted ceilings inside which have no impact on the height of the roof outside are permitted;
- (v) the west wall face at the main floor and basement levels shall be set back not less than 2.4 metres from the west *lot* line;
- (vi) at the west wall face closest to the west *lot* line, the upper floor shall be set back not less than 3.6 metres from the west *lot* line, and the upper floor shall be offset toward the east by not less than 1.2 metres from the west main floor wall; and
- (vii) the maximum roof slope on the upper floor trusses with the longest span and highest ridge shall not exceed 6:12, and said ridge shall not be exceeded in height by any other roof ridge.

2.9 Corner *Lot* Design

- (a) this section is not applicable.

2.10 Roof

(a) Design

- (i) the *improvements* have a varied roof form and design, in relation to the roof form and design of *improvements* on adjacent *lots*.

(b) Pitch

- (i) the minimum roof pitch is 6:12, except as provided in clauses 2.10(b)(ii), 2.10(b)(iii), and 2.10(b)(iv) herein;
- (ii) the slope of the upper-most roof system shall be reduced where it is determined by the *consultant* that a roof slope reduction would reduce over-shadowing of neighbouring *lots*, or would preserve view corridors for neighbours;
- (iii) the roof pitch is constant, in accordance with clause 2.10(b)(i), except an increased roof pitch is permitted on roofs above street facing wall projections and a decreased roof pitch is permitted at a covered entry veranda or a dormer; and

- (iv) the slope of feature roof projections may be reduced where it is determined by the *consultant* that the roof slope reduction results in:
- internal consistency in the front façade, and
 - proportionately consistent volume allocations to various projections on the front façade, and
 - overall balanced massing across the façade, and
 - massing transitions from the roof of any dwelling to the roof of the dwelling on an adjacent *lot* as determined by the *consultant*.

(c) **Material**

only the following roofing materials are used:

- (i) Treated cedar shakes or cedar shingles, or
- (ii) Concrete roof tiles, which are in a “shake profile” only, or
- (iii) Asphalt shingles in a “shake profile” only, with a 30 year or greater warranty, which are accompanied by a pre-formed (manufactured) raised ridge cap, or
- (iv) Environmentally sustainable roofing products in a shake profile only, that meet or exceed the thickness of roofing products specified in clause 2.10 (c)(iii) herein,
- (v) Roll roofing where the slope of any feature roof is less than 3:12, or
- (vi) metal roofing on feature roofs only, in dark brown and grey hues only, subject to *consultant* approval of the design integrity of the metal feature, and approval of the surface profile.

(d) **Colour**

- (i) only the following roof colours are used: grey, brown, or black.

(e) **Skylights**

- (i) skylights which are bubble style are not permitted on street facing elevations.

2.11 Covered Parking

- (a) the parking structure is limited to a two vehicle garage and cannot be a carport;

- (b) the parking structure is equipped with vehicular entrance doors that close;
- (c) the panel design on garage doors visible from a street adjacent to the *lot*, is of a “raised panel” type that is compatible with the panel design on the front entry doors; and
- (d) the garage is of a design which reduces the exposed wall mass above the garage door to not more than 0.86 metres [2'-10"].

2.12 Balconies

- (a) there are no balconies, patios, decks, etc. on the front or sides of the single family dwelling, except:
 - (i) covered entry verandas are permitted at the main floor at the front side of the home.

2.13 Foundation Exposure

- (a) exposed concrete foundations do not exceed 0.4 metres [16 inches] in height measured from the finished grade to the underside of the siding, except for stepped foundations to accommodate the finished grade of the *lot*.

2.14 Fascia Boards

- (a) fascia boards and barge boards are fully finished on all exposed sides;
- (b) where fascia boards are used, the fascia boards are of a minimum dimension of 2x8 nominal; and
- (c) where barge boards are used, the barge boards are of a minimum dimension of 2x10 nominal, and are accompanied by 1x4 or larger trim applied to the top side of the barge board.

2.15 Building Exterior

- (a) General
 - (i) not more than three different cladding materials, excluding trim, may be applied to any elevation.

(b) Materials

- (i) only the following materials are used, with required accent materials measured as a percentage of the exposed wall face on the front facade, including window and door area:

Main cladding material	Minimum Required Accent materials
Stucco	20 percent brick or stone
Stucco	33 percent cedar, wood shingles, or hardiplank
Stucco	20 percent cedar plus 8 percent brick or stone
Cedar	None
Vinyl	20 percent brick or stone
Vinyl	33 percent cedar, wood shingles, or hardiplank
Vinyl	20 percent cedar plus 8 percent brick or stone
Fibre-cement board	15 percent brick or stone
Fibre-cement board	20 percent cedar or wood shingles
Fibre-cement board	15 percent cedar plus 10 percent brick or stone

- (ii) notwithstanding wall cladding materials specified in clause 2.15(b)(i) herein, wall surfacing materials including metal and concrete may be approved, subject to specific *consultant* approval;
- (iii) Brick or stone veneer shall be even toned in brown or grey hues only with grey or earth tone mortar.

(c) Colours

- (i) only the following range of colours are used on exterior cladding materials:
- colours from a neutral and natural (earth tone) colour palette including white, cream, greys, charcoal, browns, clay, sage, and other earth tones; and
 - trim or wall cladding colours outside neutral and natural colour palettes including navy blue, "dark colonial red" and forest green, providing these colours are used only if accompanied by neutral trim colours including white, cream, and greys or natural colours as specified in the clause above;

- (ii) only the following range of colours on the trim are used:
 - lighter or darker shades of colours as specified in subsection (i) above.
 - primary derivative colours in dark tones as determined by the *consultant*.
- (iii) cedar trim is used only if it is sealed to prevent the leaching of stains onto the cladding material.

2.16 Accent Materials and Trims

- (a) accents such as brick or stone are not used unless they turn the corner and extend a minimum of 0.9 metres [3.0 feet] or to a vertical break in the return wall such as a chimney or a wall projection, except that where a stone or brick return is designed to simulate a column, the return shall be at least equal to the width of the column face;
- (b) brick or stone are not used as an accent on the front face unless it covers at least 20% of the exposed face, preferably located at the base of the wall face, or is in accordance with the table in clause 2.15(b) herein;
- (c) brick or stone on the street face is used only if the colour, pattern, and texture are compatible with the siding;
- (d) there is no use of concrete blocks or jumbo blocks which are exposed to the exterior;
- (e) only 1 x 4 nominal or 1 x 6 nominal trim is used on all street facing elevations;
- (f) mortar shall be grey or earth tone colours only;
- (g) the base of the structure at the front of the home is defined by the use of 2x10 nominal raised base trim, or by the use of a soldier course of brick, or by the use of a stone accent material;
- (h) not less than three of the following detailing elements shall be included on all dwellings: furred out wood posts, articulated wood post bases, wood dentil details, louvered wood vents, decorative wood braces, articulated gable ends, and generous trim around windows and doors which include layered or crown moldings above the entrance door and key focal openings, or other elements suitable to the design as determined by the *consultant*; and
- (i) all trim elements specified on the *final drawings and specifications* are applied as indicated to the structure.

2.17 Windows

- (a) window openings on the front facade are only of a consistent geometrical shape with the exception that a maximum of two feature windows on the lower floor may be of a different shape; and
- (b) there are no basement windows on the front facade, except to complement unique site grading.

2.18 Front Entry Design

- (a) the single family dwelling does not have a front entrance exceeding a height of 3.66 metres [12'-0"] measured from the top of the stoop slab to the underside of the entry roof.

2.19 Chimneys

- (a) all exterior chimneys visible from the street adjacent to the *lot* are *constructed* only if they are continuous to grade, with a foundation; and
- (b) the single family dwelling does not include cantilevered chimney chases (including direct vent fireplace with framed chases) if such chases are visible from the street.

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