



## **DESIGN GUIDELINES**

### **1.0 INTRODUCTION**

PARKWALK @ MAPLE BAY is a 26 lot comprehensively planned residential community. It is distinguished by its spectacular location, nestled partway between Duncan and scenic Maple Bay. The area is well known as an idyllic family neighborhood due to its easy access to excellent schools, beaches, marinas, hiking/biking trails and myriad parks and sports fields.

The Developer has spent countless hours designing ParkWalk to protect the sensitive environmental habitat associated with Quamichan Lake. A series of bios swales and a rain water pond will allow storm water to be managed on-site in an eco-friendly manner before being discharged into the lake. We care!

At ParkWalk we understand the value of your investment! We encourage quality building and site design that complements and enhances the subdivision's natural amenities. ParkWalk has Design Guidelines established to ensure lot owners are respectful of the site context, views from adjacent properties and the general design theme of the entire ParkWalk community when building on their lots.

Imagine relaxing on a lazy sunny afternoon in your sun drenched, quiet back yard, as the winds rustle the trees and eagles float overhead. You truly have found 'an easy place to live'.

The developer of Park Walk intends to encourage quality building and site design that complements and enhances the subdivision's natural amenities. The Park Walk Building Scheme and Design Guidelines establish obligations and a process for ensuring Lot owners are respectful of the site context, views from adjacent properties and the general design theme of the project when building on their lots.

### **2.0 OBJECTIVES AND DESIGN PRINCIPLES**

It is the objective of the Building Scheme and Design Guidelines to control the design, sitting, materials and appearance of buildings and site works on Lots within Park Walk to protect natural features and views, provide a consistent and predictable standard of development and to maintain the value of lots within the project. To this end, the following principles shall be followed in the administration of the Building Scheme and Design Guidelines:

- a) Housing will be designed and sited to respect views from adjacent lots.
- b) Housing will convey an attractive and friendly appearance from the street.
- c) Outdoor spaces will be designed and constructed with the same level of

- attention and detail as the principal dwelling.
- d) Trees may be used extensively through-out the project to enhance the natural character of the subdivision.
  - f) Housing shall be constructed of durable, high quality building materials.
  - g) Housing shall be designed to conform to existing topography.
  - h) Housing shall be designed with a functional, contemporary theme that emphasizes thoughtful design and durable, high quality building material.

### 3.0 DEFINITIONS

In these Design Guidelines:

"Amendment" means a change to the proposed Works that were not included in the Owner's initial Proposal and which have not been approved by the Developer.

"Building Design Professional" means an agent designated and authorized in writing by Donnay Developments to act on its behalf to administer this Building Scheme.

"Conservation Covenant" means a conservation covenant registered on the title of the Lots, which is intended to protect the environmentally sensitive area associated with the Creek on the property.

"Developer" means Donnay Developments, or its appointed Building Design Professional.

"Landscaping" means grading, placement of soil, construction of retaining structures, placement of sod, seeding, planting or removing shrubs, trees or other vegetation.

"Lot" means a parcel of land protected by the Palk Walk Building Scheme.

"Municipality" means the Municipality of the District of North Cowichan.

"Owner" means a purchaser of a Lot and includes successors in title.

"Proposal" means drawings, plans, specifications and other written descriptions signed by an Owner and detailing intended works.

"Subdivided" means the creation of a new legal title within the lands affected by this Palk Walk Building Scheme through the deposit of a subdivision or strata plan at the Land Titles Office.

"Works" means any improvement or modification to a Lot including site preparation, filling and excavation; tree removal or clearing; erection or construction of any residence, building or other structure; installation of driveways and walkways; and landscaping.

### 4.0 PLAN REVIEW PROCESS

- 4.1 The Owner covenants and agrees that Works may not commence on any Lot until the owner has submitted an application to the Developer in the format specified in Appendix A (Design Approval Application), the Owner has undertaken the three stage plan review process outlined in Section 4.2 of this Building Scheme, and has received written approval from the Developer for the proposed Works.

4.2 The plan review process will involve three stages to ensure conformance to the Palk Walk Building Scheme:

**Stage 1-** The Owner shall meet with the Developer prior to undertaking design work for the Lot to review the requirements and intent of the Palk Walk Building Scheme and Design Guidelines to ensure there are no questions or assumptions that may hinder the review process. The Owner is encouraged to have a building designer attend the Stage I meeting.

**Stage 2-** Two full sets of building plans prepared to a professional standard are to be submitted to the Developer for review with all required information specified in Section 4.3. Please ensure that all documents are included, as missing or inadequate information may affect the timeliness of your review. The submitted plans and Stage 2 application will be reviewed by the Developer and approved or rejected within 10 working days following the date of submission. Rejected plans shall be modified to comply with the Building Scheme and Design Guidelines and shall be resubmitted for approval along with a re-application fee.

**Stage 3-** Upon completion of all aspects of construction, including landscaping, driveway installation, fencing, painting, etc., the Owner shall contact the Developer and request a compliance inspection. The Developer will visit the site and inspect the work as indicated on the original approved plans. Any construction that takes place without approval or which is contrary to the Building Scheme and Design Guidelines will be subject to removal or change at the Owner's expense. Upon successful completion of the compliance inspection, the Compliance Deposit will be returned to the Owner in a timely manner.

4.3 Stage 2 applications shall be submitted to the Developer using the forms provided in Schedule A of these Design Guidelines. Applications for approval shall include the following:

- a) Two completed copies of the Design Approval Application Form.
- b) One copy of the Certificate of Title and any encumbrances registered against the Lot such as easements, rights-of-way or covenants.
- c) One copy of the Lot's legal survey plan, including lot line bearings, dimensions, rights-of-way, covenants and easement areas, and existing grade elevations.
- d) Two complete sets of building plans at a scale of 1/4" per foot. Basement/foundation plans, main and upper floor plans, cross sections, roof framing plan and elevations are required. Elevations are to show the front, sides and rear of proposed structures and shall show finished grade, roof slopes, exterior finish materials, trims, columns, railings and all exterior building components.
- e) Two site plans at a scale of 1/8" per foot or 1 : 100 metric scale showing lot boundaries, building footprints, municipal setback requirements, legal description, civic address (if available), road location, driveway location, driveway dimensions, driveway material, accessory parking area dimensions and construction material,

fence location and construction details, and the location, dimension and construction material of all decks, patios and sidewalks.

- f) Two landscape plans at a scale of 1/8" per foot or 1:100 metric scale. Landscaping may be included on the site plan if it can be shown clearly and legibly. The landscape plan shall show lot boundaries, building footprints, areas to be landscaped with planting along with a complete plant list showing plant sizes, in planted as lawn, and new and existing tree locations, species and sizes are to be shown. Trees that are proposed to be removed are to be identified on the landscape plan. The location size, construction type and finish of retaining walls and planters, finished lot grading, and any storm water management works shall also be shown on the landscape plan.
- g) A color sample board with a complete list and samples of all exterior building materials and colors.
- h) Stamped drawings by a professional engineer for any aspect of the lot or building that is required to be designed by a professional engineer.
- i) Design approval application fee (see Section 5)

4.4 The Developer shall issue an approval or modification letter within 10 business days of receiving the application. One set of plans and one copy of application documentation shall be returned to the Owner with the letter of approval showing any modifications that may be required. The remaining set of plans and documentation will be retained by the Developer as a record of compliance.

4.5 No alteration or modification to approved plans shall be made without first obtaining written approval from the Developer. Requests for alterations or modifications to approved plans shall be submitted in the format specified in Appendix A (Amendment Approval Application), and shall include:

- a) Two completed copies of the Amendment Approval Application
- b) Two copies of plans showing the amendment
- c) Amendment approval application fee

4.6 The Developer reserves the right to approve house designs for specific Lots which may not comply with all the provisions set out in the Building Scheme and Design Guidelines if, in the opinion of the Developer, the design complies with the objectives of these Design Guidelines. Upon any such special approval being granted the provisions of the Building Scheme and Design Guidelines shall be deemed to be modified amended or enlarged to allow for the special approval.

## 5.0 DEPOSITS AND FEES

5.1 A \$5,000 Compliance Deposit shall be paid by the Lot Owner to the Developer at the time of Lot purchase. The purpose of the deposit is to discourage the Owner from undertaking unapproved Works and to encourage completion of approved Works by the Owner. The Compliance Deposit will be held to ensure compliance with the Building Scheme and Design Guidelines, to repair any damage to neighboring areas or properties and to carry out any street cleaning or clean-up of neighboring areas or properties

required as a result of Works on the Lot. The Compliance Deposit shall be held by the developer until all Works, including without limitation, construction of the house, driveway, landscaping, fencing and clean-up has been completed in accordance with the approved plans and to the Developer's satisfaction.

Refund of the Compliance Deposit shall be at the discretion of the Developer and will only occur after a final inspection by the Developer and confirmation that all Works are in compliance with the approved plans and the Building Scheme and Design Guidelines, and that all Works have been completed within the times specified by the Building Scheme and Design Guidelines.

Upon completion of all approved Works, the Owner shall contact the Developer to request a completion inspection and return of the Compliance Deposit. If, in the opinion of the Developer, the Works have not been completed in accordance with the approved application and the Building Scheme and Design Guidelines, the Compliance Deposit shall be withheld until full completion. A Compliance Re-Inspection Fee, in accordance with Section 5.2, shall be paid by the Owner to the Developer for each re-inspection that is requested.

The Compliance Deposit shall be forfeited to the Developer, in whole or in such proportions determined by the Developer, if any aspect of the Lot and completed Works fails to comply with the approved plans or the Building Scheme and Design Guidelines, if repairs to neighboring areas or properties are required, or if the approved works are not completed within the times specified in the Building Scheme.

Final inspection of the Works, including landscaping, must occur no later than six months after issuance of an occupancy permit by the Municipality. Minor extensions in order to accommodate circumstances such as weather and time of year may be granted by the Developer upon written request.

- 5.2 A \$1,500 Construction Damage Deposit shall be paid by the Lot Owner to the Developer at the time of Lot purchase. The purpose of the deposit is to discourage construction related damage to the roadway, curb, gutter and sidewalk and to ensure that any dirt or debris that is deposited on the street or sidewalk as a result of Works on the Lot is promptly cleaned-up. The Construction Damage Deposit shall be forfeited to the Developer, in whole or in such proportions determined by the Developer, if there is damage to the roadway, curb, gutter or sidewalk, as a result of Works on the Lot (including failure to clean-up).
- 5.3 The Compliance Deposit and Construction Damage Deposit will only be returned to the original purchaser of the Lot, and not to subsequent purchasers of the Lot, unless written proof is provided by the new owner showing that the deposit has been repaid to the original purchaser and that the new owner has the right to receive the refund.
- 5.4 No interest shall be payable on the Compliance Deposit and Construction Damage Deposit.

5.5 Fees associated with the administration of this Building Scheme will be charged at the following rates:

Design Approval Application Fee	\$500.00
Re-Application Fee	\$100.00
Amendment Approval Application Fee	\$100.00
Compliance Re-Inspection Fee	\$100.00

All fees are non-refundable. GST will be payable on all fees.

## 6.0 BUILDING STANDARDS

The following standards will be considered in the assessment of the submitted plans. The standards do not restrict the Owner from exceeding the minimum specified requirements.

### 6.1 Siting and Massing

- 6.1.1 No dwelling or structure shall be erected on the Lots with a front, rear or side yard of lesser depth or width than that which is specified in the District of North Cowichan's Zoning Bylaw CD12.
- 6.1.2 No dwelling shall be constructed on Lots 18-25 with driveway access off Donnay Drive and the building facing Donnay is to look like the front of the dwelling with a porch or veranda as per covenant on title.
- 6.1.3 The Developer reserves the right, at his absolute discretion, to require a front, rear or side yard of greater depth or width than that which is specified in the District of North Cowichan's Zoning Bylaw CD12 where, in his judgment, this appears necessary or desirable for purposes related to topography, drainage, access, view and privacy protection, solar exposure or to achieve the objectives of the Building Scheme and Design Guidelines.
- 6.1.4 Homes shall be designed to match the topography of the Lot. Split level or terraced structures are encouraged for steep lots. Perched structures and exposed deck supports are discouraged.
- 6.1.5 The minimum total finished living area (excluding garages) shall be 2,000 square feet (185.8 sq. m) for two storey dwellings, 1,700 square feet (158 sq. m.) for split level dwellings and 1,400 square feet (130 sq. m.) for single level dwellings.
- 6.1.6 No dwelling or structure shall be constructed within a 10m setback of Lots 5-9 as per covenant on title.
- 6.1.7 To achieve architectural diversity, structures of similar design, exterior massing and finishing shall be a minimum of 80 metres apart.
- 6.1.8 No dwelling shall be constructed on a corner Lot, or a Lot with frontages on two streets unless both street facing elevations, in the opinion of the Developer, have sufficient architectural detailing to convey an attractive appearance from the street.

## 6.2 Building Height and View Protection

- 6.2.1 While the Developer will strive to protect and preserve views, the Developer does not assume responsibility for ensuring all Lots have views.
- 6.2.2 Maximum permitted building height shall conform to the height permitted by the District of North Cowichan's Zoning Bylaw CDI2 unless a lesser permitted height is specified in the Building Scheme and Design Guidelines.
- 6.2.3 No dwellings shall be constructed on Lots 17-25 with a second floor unless it is contained within the roof structure and conforms to Zoning Bylaw CD 12 for height.
- 6.2.4 Principal roof ridges of dwellings subject to 6 and 7 metre height restrictions shall be perpendicular to the front face of the building to minimize obstruction of views from rear Lots.
- 6.2.5 Two storey structures shall have the second storey incorporated into the roof, or defined with a secondary roof or wood detailing.
- 6.2.6 Three storey structures facing roads will not be permitted 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.
- 6.2.7 Three storey structures facing roads will not be permitted 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.

## 6.3 Roof Design

- 6.3.1 Roofs are to be varied and articulated with a minimum of two roof intersections and two roof planes.
- 6.3.2 Roofs shall be designed with a minimum overhang of 2.0 feet (61 cm).
- 6.3.3 Dormers, secondary roofs and detailed gables are encouraged.
- 6.3.4 Roofing shall be limited to 35 year laminated 'weathered wood' color fiberglass reinforced shingles with raised ridge caps, 'weathered wood' color torch on roof membrane, natural tapered cedar shingles, or flat concrete shingle roof tiles. Tar and gravel roofs are permitted provided they comprise no more than one third of the total roof area. Metal roofs (except real copper), asphalt shingle and cedar shake roofs are prohibited.
- 6.3.5 Fascia boards at roof eaves and barge boards at gable edges shall be wood with a minimum nominal dimension of 2" by 8". All trim shall have a minimum nominal dimension of 1" by 3".

6.3.6 No dwelling shall be constructed without either surface mounted or hidden eaves troughs. Fascia gutters are not permitted.

6.3.7 No mechanical equipment such as elevator shaft housing, heat pumps and air conditioners may be installed on a roof.

#### 6.4 Exterior Finishes

6.4.1 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 of stucco. Vinyl or aluminum siding is not permitted.

6.4.2 All exterior wall claddings except rock, cultured stone and brick shall have a minimum 4 inch (10 cm) wide wood trim around windows and doors and at building comers.

6.4.3 Notwithstanding Section 6.4.2, comer trim is not required where siding comers have been beveled and mitered.

6.4.4 The vertical height of buildings shall be broken by horizontal base trims or secondary roofs.

6.4.5 A minimum of 20% of the area of any exterior wall that faces a public street shall be clad with rock, cultured stone or brick.

6.4.6 No more than 30% of the total exterior wall area of any exterior building elevation shall be clad with textured stucco.

6.4.7 Exposed concrete foundation walls shall not exceed 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.

#### 6.5 Exterior Colors

6.5.1 Colors for all exterior finishes shall be natural earth tones. Bright or 'loud' colors are not permitted. Trim, accent and rock colors shall be complementary to the principal exterior building colors.

6.5.2 All buildings shall have a minimum of 2 exterior colors.

6.5.3 Windows shall utilize one color required in Section 6.5.2.

6.5.4 A minimum of two colors required in section 6.5.2 shall be used for the exterior building face and principal exterior cladding.

#### 6.6 Exterior Lighting and Door Hardware

6.6.1 Exterior light fixtures shall not be located or directed so as to cause glare or illumination on adjacent lots.



6.6.2 House numbers shall not exceed six inches in height and shall be illuminated by an exterior light so they are visible from the road.

## 6.7 Garages

6.7.1 Wherever possible, garage entrances shall be at a 90 degree angle to the front lot line. Exceptions will only be permitted where the Lot shape and location of existing services does not permit such orientation.

6.7.2 Garages that directly face a public road shall have separate doors and an articulated roof.

6.7.3 Garage sidewalls that face a public street shall have windows and other exterior detailing that match or complement the principal dwelling.

6.7.4 Garage door openings shall not exceed 8 feet (2.44 m) in height.

6.7.5 All dwellings shall have an attached garage with a minimum of two vehicle bays, each with a closing vehicle entrance door.

6.7.6 Carports are not permitted.

## 6.8 Accessory Buildings

6.8.1 No accessory building shall be constructed on a Lot unless the design and location of the structure is first approved by the Developer and adheres to Zoning Bylaw CD12.

6.8.2 A maximum of one accessory building per Lot is permitted. Accessory buildings shall not exceed a gross floor area of 150 square feet (14 sq. m).

6.8.3 The maximum permitted height of accessory buildings, as measured from average finished grade to the roof peak, is 16.4 feet (5.0 m.). No accessory building shall have an upper floor.

6.8.4 No accessory building shall be constructed on a Lot that is a generic prefabricated type building. The finish and appearance of the accessory building must complement the dwelling.

## 6.9 Parking and Driveways

6.9.1 No dwelling shall be constructed without a minimum of three on-site parking spaces.

6.9.2 No driveway shall be constructed of materials other than exposed aggregate concrete, colored stamped concrete or interlocking brick. Broom finished concrete, asphalt, "grass-crete", or gravel driveways are not permitted. Smooth finished concrete is permitted for borders that do not exceed 2 feet (0.61 m).

6.9.3 All driveways must extend to front curb or sidewalk.

6.9.4 Stamped concrete or exposed aggregate concrete driveways shall be constructed with a deep cut at the property line to facilitate driveway removal, should service maintenance excavation be required.

#### 6.10 Decks

6.10.1 The support structure for decks shall be concealed behind a trellis screen or clad with siding or other material.

6.10.2 The underside of decks that are visible from a public road shall be clad with exterior rated soffit material.

6.10.3 Deck railings that face view corridors shall have glass vision panels.

6.10.4 Aluminum railings are acceptable provided the color complements the exterior colors of the dwelling.

#### 6.11 Landscaping and Lot Grading

6.11.1 Lots shall be graded to achieve a smooth transition between Lots.

6.11.2 The Owner shall ensure that any excess soil is removed from the Lot after construction and that grading, landscaping or other site changes do not adversely affect drainage patterns.

6.11.3 Retaining walls with exposed surfaces over 4 feet (1.22 m) above grade are not permitted. Where higher grades need to be retained, retaining walls shall be terraced. All exposed portions of retaining walls are to be architecturally treated with exposed aggregate or sand blasting, or finished with brick or stone.

6.11.4 No trees or natural vegetation shall be removed from a Lot except in compliance with a Proposal approved by the Developer.

6.11.5 A minimum of three new or existing trees with a minimum caliper size of 2.75 inches (7 cm) must be maintained or provided between the dwelling and the street. Tree species, sizes and planting locations must be approved by the Developer.

6.11.6 The percentage of the front yard landscaped area (excluding driveways, sidewalks and patios) planted as lawn shall not exceed 80%. The remaining front yard landscaped area shall be planted with a combination of trees, shrubs and flower beds. Native plant species are encouraged.

6.11.7 The boulevard area between the front property line and the curb or sidewalk fronting the Lot shall be landscaped.

#### 6.12 Fencing

6.12.2 No fencing shall be constructed of materials other than cedar, unless otherwise approved by the Developer.

6.12.3 Solid board or panel fences are only permitted where the top 12" is lattice.

6.12.4 The front property boundary of Lots 18-25 must be fenced with three foot high picket fence as per covenant on title.

6.13.1 Lots 10-12 and 26 are subject to a restrictive covenant that protects the riparian-wetland zone associated with the Creek. No Works, including vegetation removal or excavation shall be undertaken except in accordance with the terms and conditions of the restrictive covenant.

## 7.0 VEHICLES

7.1 No commercial vehicles or machinery shall be stored or parked on any Lot except as may be reasonably required during the construction of the proposed Works.

7.2 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 they are stored inside a garage or behind fencing or vegetation that screens it from neighboring Lots and public areas.

7.3 No trailer, camper, recreational vehicle or motor vehicle of any kind shall be maintained on the Lot as a dwelling or sleeping unit, either permanently or temporarily.

## 8.0 GENERAL REQUIREMENTS

8.1 Development and construction activities on any Lot must minimize impacts on the natural environment (i.e. trees, watercourses, water quality and air quality). Erosion control to prevent siltation within storm drains, catch basins and drainage courses is mandatory. Prior to any Works on a Lot, sediment control measures consisting of a drainage ditch to the low point of the Lot or other practical location and silt fencing and collection basin are to be provided. Silt fencing is to be maintained in good functioning condition. If basement excavations are to be pumped out, the water removed must be drained through the silt fence. All stock piles of excavated or other loose material must be covered with plastic tarps until the site is graded.

8.2 No mobile home, manufactured home, used home, shack or cabin may be placed on a Lot.

8.3 No Owner shall allow a Lot or Works on a Lot to become unsightly, untidy, or fall into disrepair.

8.4 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.

8.5 No waste materials or refuse of any kind shall be allowed to accumulate on any Lot.

8.6 No outdoor clothes lines or poles shall be permitted, other than umbrella or collapsible types, provided they are not visible from the street.

8.7 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. Satellite dishes with a

diameter of 24 inches (60 cm) or less will be permitted provided they are discreetly mounted and screened from view from the street.

- 8.8 No livestock, endangered species, poultry and any other non-domestic animal shall be kept on a Lot.
- 8.9 No canine breed which is generally and widely known to be dangerous or potentially dangerous such as the Pit-bull and Rottweiler are permitted on a Lot.
- 8.10 No more than two dogs and two cats may be kept on any Lot.
- 8.11 No Owner shall allow debris, noxious weeds, or invasive species to accumulate on a Lot at any time, including prior to construction of Works. Any grass or vegetation on a vacant Lot, other than trees, shall be mowed or otherwise removed by the Owner and kept from exceeding a height of 12 inches (30 cm).
- 8.12 No construction debris, waste materials or excess materials shall be allowed to accumulate on any Lot during construction. Upon completion of construction all such materials are to be removed from the Lot.

#### 9.0 COMPLETION

- 9.1 Upon commencement of Works, construction shall proceed diligently and continuously until full completion of all Works in accordance with the approved Proposal. In no case shall any Works, other than landscaping, be incomplete beyond 12 months from the date of plan approval by the Developer.
- 9.2 No dwelling on any Lot shall be occupied by any person until both the interior and exterior of the dwelling are completed and written approval to occupy the dwelling has been issued by the Municipality.
- 9.3 Landscaping of any Lot shall not be left uncompleted more than six months after Occupancy has been granted by the Municipality.

#### 10.0 OTHER APPROVALS

- 10.1 No Works shall be constructed on the Lot except in compliance with applicable legislation relating to building standards, safety, and environmental protection.
- 10.2 The Owner is responsible for ensuring that any Proposal submitted to the Developer for approval and any Works undertaken on the Lot complies with all applicable covenants, statutory rights of way, easements or other encumbrances that may affect the Lot.

#### 11.0 INDEMNITY AND LIABILITY

- 11.1 Nothing contained in the Building Scheme and these Design Guidelines shall be construed or implied as imposing on the Developer any liability in the event of non-compliance with any of the terms, restrictions and specifications set forth herein. No liability or responsibility shall be incurred by the Developer in the performance or non-performance of his rights and obligations herein.

11.2 Each of the Owners of the Lots will indemnify and save harmless the Developer in respect of any loss, cost, claim and damage arising out of approval or deemed approval of any application. The Developer shall not be liable for any failure to enforce any of the terms or conditions of the Building Scheme and Design Guidelines or any diminution in value of any Lot as a result of the creation, modification or amendment to the Building Scheme and Design Guidelines.

11.3 Any Owner of a Lot in breach of the Building Scheme and Design Guidelines will indemnify and save harmless the Developer and any Owner of any Lot who commences any proceeding to enforce the terms hereof and such indemnity will extend to all losses, costs, claims and damages including, without limitation, solicitor's costs as actually paid arising as a result of the breach of the terms or the enforcement of the terms.

#### 12.0 BUILDING SCHEME AND DESIGN GUIDELINE AMENDMENTS

The Developer reserves the right to amend the restrictions, stipulations, or conditions on adjoining or neighboring lands which may hereafter be brought within the Building Scheme and Design Guidelines.

#### 13.0 APPLICABILITY

The terms and conditions of the Building Scheme and Design Guidelines shall run with and bind all of the Lots and every part, and render liable the Owner, each purchaser, lessee, sub-lessee and occupant, and each successor in title, future purchaser, lessee, sub-lessee and occupant of any Lot or Lots or any part subject to the restrictions in the Building Scheme and Design Guidelines.

## Appendix A: FORMS

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**DESIGN APPROVAL FORM**

<b>LOT NO.</b>	
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**LEGAL DESCRIPTION:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**DATE SUBMITTED:** \_\_\_\_\_

**SUBMITTED BY:** \_\_\_\_\_

**PLANNED CONSTRUCTION COMPLETION DATE:** \_\_\_\_\_

<b>OWNER NAME (1):</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	
<b>OWNER NAME (2):</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	
<b>ARCHITECT NAME:</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	
<b>LANDSCAPE DESIGNER:</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	
<b>BUILDER:</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	

<b>NUMBER OF FLOORS:</b>		<b>TOTAL FLOOR AREA:</b>	
<b>MAIN FLOOR AREA:</b>		<b>UPPER FLOOR AREA:</b>	
<b>BASEMENT FLOOR AREA:</b>		<b>GARAGE FLOOR AREA:</b>	

<b>PROPERTY ZONING:</b>	
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**REQUIRED SET BACKS**

<b>FRONT:</b>		<b>REAR:</b>	
<b>EXTERIOR SIDE:</b>		<b>INTERIOR SIDE:</b>	
<b>GRAGE FRONT:</b>			

**PROPOSED SET BACKS**

<b>FRONT:</b>		<b>REAR:</b>	
<b>EXTERIOR SIDE:</b>		<b>INTERIOR SIDE:</b>	
<b>GRAGE FRONT:</b>			

<b>MAXIMUM PERMITTED HEIGHT:</b>			
<b>PROPOSED FINSHED HEIGHT</b> (FROM AVG. FINISHED GRADE – INCLUDE CALCULATION ON A SEPARATE SHEET:			
<b>GEODETIC ELEVATION OF ROOF PEAK:</b>			
<b>MAIN ROOF PITCH:</b>		<b>SECONDARY ROOF PITCH:</b>	
<b>ROOF TYPE AND COLOR:</b>			
<b>PRIMARY CLADDING TYPE &amp; COLOR:</b>		<b>% COVERAGE</b>	
<b>PRIMARY CLADDING TYPE &amp; COLOR:</b>		<b>% COVERAGE</b>	
<b>STONE/BRICK TYPE &amp; COLOR:</b>		<b>% COVERAGE</b>	
<b>TRIM TYPE &amp; COLOR:</b>			
<b>ACCENT TYPES:</b>			
<b>CHIMNEY FINISH:</b>			
<b>'8' VENT OR OTHER EXPOSED VENT LOCATIONS:</b>			
<b>DRIVEWAY SURFACE TYPE &amp; COLOR:</b>			
<b>DRIVEWAY BORDER TYPE &amp; COLOR:</b>			
<b>RETAINING WALL HEIGHT(S):</b>			
<b>RETAINING WALL TYPE:</b>			



**DESIGN APPROVAL FORM  
APPLICATION CHECK LIST**

*Please include the following items with your application.*

DESCRIPTION	\$ AMOUNT
Certificate of Title	N/A
Compliance Deposit	\$5000.00 (Refundable)
Construction Damage Deposit	\$1500.00 (Refundable)
Design Review Fee	\$500.00 (Non-Refundable)

**DRAWINGS**

DESCRIPTION	SCALE	COPIES
Site Plan	1/8" = 1'0"	2
Floor Plans	1/4" = 1'0"	2
Roof Plan	0/0" = 1'0"	2
Sections	1/4" = 1'0"	2
Elevations	1/4" = 1'0"	2
Landscape Plan	1/8" = 1'0"	2
Exterior Samples (Materials & Colors)	N/A	1

The above information is complete and accurate. I, the Purchaser, acknowledge and agree that a resubmission of rejected plans is subject to a \$100.00 re-application fee.

**Owners Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This certifies that the Building Plans and Design Approval Application for Lot \_\_\_\_\_ have been accepted / rejected [*circle one*] for conformance with the ParkWalk Building Scheme.

**Developers or Agent Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**AMENDMENT APPROVAL APPLICATION**

**LEGAL DESCRIPTION:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**DATE SUBMITTED:** \_\_\_\_\_

**SUBMITTED BY:** \_\_\_\_\_

**DATE OF ORIGINAL APPROVAL:** \_\_\_\_\_

<b>OWNER NAME (1):</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	
<b>OWNER NAME (2):</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	
<b>ARCHITECT NAME:</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	
<b>LANDSCAPE DESIGNER:</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	
<b>BUILDER:</b>	
<b>ADDRESS:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	

<b>REQUESTED AMENDMENT:</b>   
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<b>DESCRIPTION</b>	<b>NOTES</b>
Copy of Approved Drawings	One Copy
Drawings Showing All Requested Changes	Two Copies
Amendment Application Fee	\$100.00 (Non-Refundable)

**APPLICATION FOR RELEASE OF DEPOSIT**

To: Donnay Developments

The undersigned, \_\_\_\_\_ (the “Owner”) the registered owner of Lot \_\_\_\_, Sections 2 and 3, Range 2, Comiaken District, Plan VIP85121, (the “Property”), hereby apply to Donnay Developments (the “developer”) for the release of a) The Compliance Deposit of \$5,000.00 described in paragraph 5.1 of the Design Guidelines relating to the Property;

- b) The Construction Damage Deposit of \$1,500.00 described in paragraph 5.2 of the Design Guidelines.

I/We hereby confirm:

- I. The I/We have complied with the Building Scheme and the Design Guidelines and in particular that all works including, without limitation, construction of a house, driveway, landscaping, fencing and clean up have been completed.
2. That there is no Construction Damage as a result of the construction of a home on the property and in particular. there is no damage to any roadway, curb, gutter or sidewalk. All construction debris has been cleaned up.
3. That we have paid all Design Application Fees contemplated by paragraph 5.5 of the Design Guidelines.
4. That we will pay all Compliance Inspection Fees under the Design Guidelines.
5. That we are the original Purchasers of the Property. Alternatively, we are enclosing written confirmation that the Compliance Deposit and the Construction Damage Deposit has been repaid to the original Purchaser and that we have the right to receive these Deposits in accordance with paragraph 5.3 of the Design Guidelines.
6. That upon receipt of the Compliance Deposit and the Construction Damage Deposit. we shall release the developer from any claims relating to the Property.

Owner \_\_\_\_\_ Owner \_\_\_\_\_ Date \_\_\_\_\_

**DEVELOPER'S APPROVAL OF APPLICATION FOR RELEASE OF COMPLIANCE  
DEPOSIT AND CONSTRUCTION DAMAGE DEPOSIT**

1. Donnay Developments (the "Developer") acknowledges receipt of an Application for Release of the Compliance Deposit and Construction Damage Deposit.
2. The application is approved.

\_\_\_\_\_  
Per: Donnay Development

Date \_\_\_\_\_