

Exhibit E



# FAIRWINDS

## ARCHITECTURAL GUIDELINES

Bonnington Heights

June 2006

# FAIRWINDS - BONNINGTON HEIGHTS

## ARCHITECTURAL GUIDELINES

### 1.0 INTRODUCTION

Fairwinds Community is a 1,300 acre, multi-phased residential development situated at Nanoose Bay on Vancouver Island, British Columbia, being developed by the Developer, 3536696 Canada Inc. ("**Fairwinds**"). This phase of the development, Bonnington Heights, consists of 42 single family lots located on approximately 10.9 hectares, near the site of the Fairwinds Centre, a multi-purpose recreational facility.

Fairwinds Community is a residential and recreational community planned in accordance with the natural beauty of the Nanoose Bay area. In keeping with the philosophy of working with and enhancing the existing topography, houses in Fairwinds Community should be designed by taking into consideration the unique characteristics and natural contours of each particular lot.

These Architectural Guidelines (which may be amended from time to time by Fairwinds) are a legally enforceable set of restrictions and regulations and contribute to the establishment and protection of a consistently high level of quality design in Fairwinds Community. These Architectural Guidelines must be read in conjunction with the Building Scheme attached as Exhibit D to the Disclosure Statement for Bonnington Heights (the "**Building Scheme**"), both of which may be further amended. The Building Scheme also contains legally enforceable restrictions and regulations and will be registered against title to each of the Lots in the Bonnington Heights development. Words and phrases which are not defined in these Architectural Guidelines will have the meanings given to those words in the Building Scheme. In the event of conflict between the provisions of the Building Scheme and these Architectural Guidelines, the provisions of the Building Scheme will prevail.

The provisions of these Architectural Guidelines and the Building Scheme do not apply to lot 4 or lot 44 of this phase of the development.

Fairwinds may in its sole and absolute discretion grant relief from or approve plans at a minor variance with one or more of the restrictions set out in the Building Scheme or these Architectural Guidelines. However, Fairwinds must be satisfied that the design of the proposed house or building (collectively referred to in these Architectural Guidelines as the "**House**") has architectural merit and is aesthetically appealing in relation to the Lot on which it is to be situated, as well as its neighbouring lots. Such relief will not be considered as a waiver of the requirement of approval by Fairwinds contained in any restrictions and requirements in the Building Scheme or these Architectural Guidelines.

### 2.0 DESIGN REVIEW PROCESS

In addition to the requirements outlined in the Land Use and Subdivision Bylaw 500 of the Regional District of Nanaimo ("**RDN**"), a supplementary design review process has been developed using the Building Scheme and the Architectural Guidelines to encourage all Houses within the Fairwinds Community to conform with the Fairwinds Community planning

objectives of effective quality standards, interesting streetscape and house design, and design continuity. This approach offers variety and choice in the design of individual houses while ensuring that each House contributes to the overall community.

No work may be commenced on a Lot prior to Fairwinds granting written approval to the Owner of the proposed Building Plans pursuant to the design review process.

The Design Review Process is as follows:

- (a) The Owner should review the Building Scheme and the Architectural Guidelines with his or her Architect or designer. It is recommended that an initial proposal of the type and design of House being contemplated for the Lot be submitted to Fairwinds for a preliminary consultation. This consultation will allow Fairwinds to advise the Owner of any design considerations that are particular to the Lot.
- (b) The Owner shall then submit to Fairwinds a completed "Application for Building Plan Approval" along with three copies of the Building Plans and a plan approval fee of \$350 (which fee may change from time to time). The Building Plans must include the following (which are referred to herein as "**Building Plans**"):
  - drawings of the proposed House drawn at (drawn at 1:50 or 1/4"=1'-0") including floor plans, elevations and cross-sections showing, for example, details of types of building materials (including roofing), exterior finish materials and the colour scheme;
  - site plan of the Lot (drawn at 1:100 or 1/8"=1'0") showing the information listed on the Application for Building Plan Approval, including existing and proposed lot grades at each corner of the home, elevations, setbacks, House location, type and slope of driveway, retaining walls, walkways, and sidewalks. In the event of excavation or fill on the Lot, the Building Plans must clearly indicate the type, location and quantity of materials excavated or used; and
  - any other information Fairwinds may reasonably require to ensure compliance with the Building Scheme and these Architectural Guidelines.

A copy of the Application for Building Plan Approval form is attached to these Architectural Guidelines as Appendix "A". This form is also available from Fairwinds.

- (c) Fairwinds will review the submission and either approve or reject the application based upon adherence of the Building Plans to the Building Scheme and these Architectural Guidelines. Fairwinds may also recommend or require changes to the submitted Building Plans. Upon acceptance by an Owner of these changes, an approval of the application may be granted by Fairwinds. The original Application for Building Plan Approval form and two sets of marked Building

Plans will be kept by Fairwinds for future reference. The third set of similarly marked prints will be returned to the Owner.

- (d) Prior to the Owner receiving approval of the submitted Building Plans:
- no landfill or other substance may be placed on the Lot;
  - no excavation, blasting, removal of fill or ground cover, falling of trees, clearing or removal of brush or other natural vegetation may be commenced on the Lot; and
  - no House construction may be commenced and no House may be placed, erected or altered in any way on the Lot for such House.
- (e) If an Owner receives approval of the submitted Building Plans, the Owner may then make an application to the RDN for a Building Permit. The Owner must receive written approval from Fairwinds for any changes to the approved Building Plans, including changes required by the RDN, prior to the changes being constructed. Approval of the Building Plans by Fairwinds in no way guarantees the issuance of the Building Permit by the RDN.
- (f) If an Owner receives approval of the submitted Building Plans, it is deemed that Fairwinds has approved the cutting down, destruction or removal of any trees, brush or other natural vegetation from within the Building Envelope of the Lot, unless otherwise noted on the approved Building Plans which are returned to the Owner. Owners are encouraged to leave as much vegetation as reasonably possible outside the Building Envelope to help retain the natural beauty of the development.
- The "**Building Envelope**" refers to the setback requirement from all property lines of the Lot within which the proposed House and any Ancillary Building must be placed and from which the House and Ancillary Building must not project beyond. The Building Envelope setbacks are as set out in the Building Scheme and are also shown in plan view attached as Appendix "B".
- (g) Fairwinds may carry out on-site inspections during construction to ensure compliance by the Owner with the approved Building Plans, Building Scheme and Architectural Guidelines.
- (h) The approval of the Building Plans granted by Fairwinds will expire one year from the date of such approval being granted. Once construction on any Lot has commenced, construction must be continuous and the external appearance of the House, including finished painting, must be completed within six months from the date of the commencement of the construction.
- (i) Landscaping must be completed within three months from the date of completion of the external appearance of the House, including finished painting

(unless such date falls in the period between November 1st and May 1st of the year, in which case landscaping shall be completed by the following June 1st).

### **3.0 SECURITY DEPOSIT**

#### **3.1 PAYMENT OF SECURITY DEPOSIT**

A refundable security deposit in the amount of \$5,000 (the "**Security Deposit**") is payable to Fairwinds by the Owner of the Lot at the time of the completion of the sale of the Lot from Fairwinds. The Security Deposit is required to ensure compliance with the Building Scheme and the Architectural Guidelines (and offset the cost of non-compliance or deficiencies) and to offset the cost of damage to municipal services on the Lot or neighbouring lands (or both), prior to or during construction on the Lot.

The Security Deposit is non-interest bearing and is not refundable to an Owner until completion of the House and landscaping on the Lot in accordance with the approved Building Plans and, as noted below, a site inspection report has been conducted by Fairwinds to its satisfaction. However, in the event that the initial Security Deposit has been returned to the Owner, Fairwinds may, at its discretion, require an additional security deposit to be paid by the Owner of the Lot prior to commencement of any further construction, excavation or any other work on the Lot.

#### **3.2 REFUND OF SECURITY DEPOSIT**

Upon completion of the House and the landscaping on the Lot in accordance with the approved Building Plans, the Owner will request a final inspection from Fairwinds by completing and submitting to Fairwinds a "Request for Security Deposit" form. Following receipt of such completed Request form, Fairwinds will inspect the project and prepare a Site Inspection Report. The Security Deposit will be refunded to the Owner if the Site Inspection Report indicates that all of the following conditions have been satisfied:

- (a) the provisions of the Building Scheme and Architectural Guidelines have been fully satisfied;
- (b) a final Occupancy Permit has been issued by the RDN;
- (c) all subdivision services and municipal works on and bordering the Lot and neighbouring lots are free from damage; and
- (d) curbs, sidewalks, street and lots adjacent to the Lot and neighbouring lots are free from construction debris and damage.

If the Site Inspection Report indicates that any of the above conditions have not been met, Fairwinds may, in its own discretion, either:

- (e) use the Security Deposit, or a portion thereof, to rectify any deficiencies; or

- (f) provide the Owner with a list of deficiencies which must be completed to Fairwinds' reasonable satisfaction prior to Fairwinds refunding the Security Deposit.

Failure by an Owner to obtain Fairwinds' approval of Building Plans, failure to obtain Fairwinds' approval of any changes to the House from the approved Building Plans, failure to comply with the Site Inspection Report, cutting down, damaging or removing any trees, brush or natural vegetation on any Lot except in compliance with the requirements of the Building Scheme, or failure to complete the Landscaping may result in the Security Deposit being absolutely forfeited to Fairwinds. Any forfeiture of the Security Deposit will not limit, exhaust or prejudice any other right or remedy that Fairwinds may have against the Owner.

#### **4.0 DESIGN GUIDELINES**

##### **4.1 ARCHITECTURAL THEME**

Houses in Fairwinds Community should be designed taking into consideration the unique characteristics and natural contours of the particular Lots. Individual Houses shall be designed to suit the natural contours of the Lot. The intent is to provide an overall site composition of sloped roofs while allowing for an expression of uniqueness for individual residences and the internal function of each House.

The general architectural theme encouraged at Fairwinds Community is a traditional west coast or cape cod heritage style. No log homes or Houses having the appearance of a log home will be permitted.

##### **4.2 SITING & SETBACKS**

The siting of each House shall take into consideration the natural contours and characteristics of the particular Lot, existing tree cover and the relationship to the street and neighbouring Houses. House designs which would result in over-shadowing of other houses are discouraged.

It is the Owner's responsibility to identify the location of easements and right-of-ways and to comply with both the setback requirements established by the RDN and other government authorities, and the setback requirements established by Fairwinds and as set out in the Building Envelope Plans and in the Building Scheme.

##### **4.3 MASSING & AREA**

The massing of Houses in the development will be limited to a maximum of two storeys or 6 metres (20 feet), including above ground basements. Houses with vertical wall faces of more than two storeys (including above ground basements) or 6 metres are not permitted. In the case of a two storey house built on a basement which is more than 0.61 metres (2 feet) above grade on any side, the second storey must either step back so that a transition in height is achieved, or must be encompassed within the sloped roof portion of the structure.

The height of a House shall not be greater than 8 metres (26 feet) and shall be measured as the vertical distance the House extends, at any complete vertical section of the House, above a straight line connecting any two intersections of the existing grade and the outermost exterior House walls or supports. Design elements such as fascia boards, sundecks, lattice works, trim boards, planters and landscaping shall be incorporated into the design of a House to reduce the visual impact of vertical wall faces.

Neighbouring houses are to have a consistency of apparent volume, such that smaller Houses directly beside larger houses should be compatible in terms of details so as to allude to a consistency of size and design continuity (i.e., the common use of lattice work on both Houses).

In the case of a single storey House (including level entry houses with walk out basements), the minimum finished main floor area (excluding the area of the garage) must be 149 square metres (1,600 square feet). In the case of a two storey house, the minimum finished main floor area (excluding the area of the garage) shall be 112 square metres (1,200 square feet).

#### 4.4 REPETITION

Houses with substantially the same Building Plans and exterior elevations shall not be located within five Lots of each other on the same side of the street, or within four Lots of the Lot directly across the street, if on opposite side of the street.

#### 4.5 COLOURS

All exterior colour schemes must be approved by Fairwinds. Houses with pure white, garish or bright colour schemes are not acceptable. Only the following natural colour tones are acceptable:

**Natural Low Contrast:** naturally-coloured wood stain (solid or semi-transparent) with blending trim colour.

**Natural High Contrast:** naturally-coloured wood stain (solid or semi-transparent) with contrasting trim colour.

**"Heritage" Colours:** pastel colours with contrasting trim and shutters on traditional house designs such as Cape Cod.

Stucco must be in a natural colour tone such as bone, cream or beige. Darker colour tones may be considered but will require a colour sample to be submitted.

#### 4.6 EXTERIOR FINISHES

Exterior siding must be a natural material such as horizontal or vertical cedar, hardi-plank, natural rock, even toned brick or natural coloured fine textured stucco. All brick is to be standard or metric size with grey mortar.

Stucco Houses may require additional wood or brick trim depending on house massing and style. In any event, stucco must not comprise greater than 75% of the exterior surface area of the exterior finish of a House.

While Fairwinds may, in its sole discretion, approve other types of external finishes, swirled or other obvious patterned stucco finishes, vinyl and aluminium siding, multi-coloured stone work and jumbo and dual brick will not be permitted as exterior finishes.

**Fascia boards** must be painted a colour complementary to the exterior siding.

**Accent veneers**, if used, must be continued on the adjoining wall for at least four feet or meet the chimney. Subject to the approval of Fairwinds in its sole discretion, vinyl and aluminium may be permitted as an accent veneer.

**Window and Door trim boards** on all elevations are to have minimum 4 inch nominal trim boards, painted or stained to match the House trim colour.

**Houses on Lots abutting more than one street** are to have full elevation treatments on all sides of the Houses which face streets.

**Foundation walls** are to be limited to a maximum exposed height of 0.46 metres (18 inches).

**Electrical meters** must be enclosed and as inconspicuous as possible.

**Areas beneath sundecks** which exceed 0.91 metres (36 inches) in height (and which will not be used as a separate deck area) must be enclosed with lattice and painted a colour complementary to the siding colour. Areas beneath sundecks which are less than 0.91 metres (36 inches) in height should be enclosed with a solid wood skirt. No enclosing of outdoor decks will be permitted.

#### 4.7 ROOFS

The intent is to provide an overall site composition of sloped roofs while allowing for an expression of uniqueness for individual residences and the internal function of each House. Roof slopes should be designed to reduce the apparent mass of both the uphill and the downhill sides of Houses.

Roofs must be constructed of cedar shakes, cedar shingles, clay tiles or concrete tiles or other other types of roofing materials which are permitted by Fairwinds in its sole discretion. No duroid or asphalt shingles or standard straight line metal roofing will be permitted. Samples of proposed roofing materials and product specifications must be submitted to Fairwinds for approval.

All roof stacks, flashings, etc., are to be painted to match, or be complementary to, the roof colour, and eaves troughs are recommended to be concealed behind fascia boards ("Hidden Gutters"). Eaves troughs not concealed behind fascia boards ("External Gutters") must be constructed of continuous aluminium and shall be attached to a minimum 8 inch fascia board painted in the same trim colour used elsewhere on the House.

Rainwater leaders and soffits must either be painted to match the selected trim colour or be a compatible colour if prefinished.



#### **4.8 CHIMNEYS**

Roof vents and chimneys (for venting of gas, oil, wood or other fuel burning appliances) must be constructed of brick, stone, stucco or siding to match the accent veneer of the House. Chimneys shall not be constructed of concrete block or jumbo brick. No cantilevered chimneys are permitted.

All vents or stacks must be located on a side of the roof of the Building which is not facing the adjacent Street and the vents or stacks must be painted a colour similar to that of the roof of the House. No exposed vents or stacks shall be permitted without the prior approval of Fairwinds, and in any event, no galvanized vents shall be permitted.

#### **4.9 GARAGES AND ANCILLARY BUILDINGS**

All Houses must have a minimum of a single garage although a double garage is preferred. In addition to a minimum of a single vehicle garage area, a minimum of two off-street parking spaces must be provided for each Lot.

The design and exterior finish materials of garages must be similar to those of the House. Garage doors are to be painted or stained in colours complementary to the exterior siding colour. One-piece aluminium or steel doors are not acceptable. Detached garages may be acceptable, at the discretion of Fairwinds, provided such detached garages fit within the Building Envelope and are compatible with the physical constraints and topography of the property. Carports are not permitted.

Any Ancillary Building, such as a garden or storage shed, shall be located within the rear yard of the Building Envelope and be designed to compliment the House on the Lot. No Ancillary Building may be constructed on the Lot without the prior written approval of the design and the location by Fairwinds. Only one Ancillary Building will be permitted per Lot.

#### **4.10 DRIVEWAYS**

Driveways should be designed and situated to take advantage of grade and street orientation and should be compatible with driveways of neighbouring properties. The layout of the driveway must provide for at least two additional cars to be parked on the Lot, in addition to parking in the garage.

Driveways shall be constructed of concrete pavers (in a colour compatible to the colour scheme of the House), or concrete. Fairwinds may, in its sole discretion, approve alternate driveway materials. No gravel or asphalt driveways are permitted. For Lot 7 only, asphalt is permitted for the portion of the driveway lying between the House and a point lying 6 meters back from the adjacent street.

The location of any driveway which has been constructed or partially constructed by Fairwinds may not be changed without having first received the approval of Fairwinds.

#### 4.11 LANDSCAPING

Landscaping will be of a type and design approved by Fairwinds. Landscaping, as noted on the approved Landscape Plan, must be completed within three months from the date of completion of the external appearance of the House, including finished painting, unless such date falls in the period between November 1st and May 1st of any year in which case landscaping shall be completed by the following June 1st.

Landscaping of the front yards (and the side yards on corner lots) should enhance individual Houses and accentuate the natural environment and characteristics such as existing rock outcroppings. Landscaping using native species of plant material is encouraged and some examples including Kinnikinnick (*Arctostaphylos uva ursi*), Salal (*Gualtheris shallon*), Douglas Fir (*Pseudotsuga menziesii*), Arbutus (*Arbutus Menziesii*), and Gary Oak (*Quercus Garryanna*).

Ground cover, trees, brush and other natural vegetation on any Lot may not be removed or altered in any way prior to the Owner receiving written approval by Fairwinds of the Building Plans; provided that trees, brush or other natural vegetation may be removed where, in the reasonable opinion of the Owner, allowing the trees, brush or other natural vegetation to remain would be dangerous. Once an Owner has received written approval by Fairwinds, unless noted to the contrary on the approved Building Plans, the Owner may remove any ground cover, trees, brush or other natural vegetation from within the Building Envelope. Owners are encouraged to leave as much vegetation as reasonably possible, outside the Building Envelope, to help retain the natural beauty of the development.

In the event that a person cuts down, causes deterioration to, destroys or otherwise removes any trees, brush or other natural vegetation from any Lot without Fairwinds' approval, the Owner of that Lot may be required to replace such trees, brush, or other natural vegetation, or Fairwinds may require the Owner to pay damages to Fairwinds.

Thinning and shaping branches, spiral pruning or complete tree removal is recommended over topping. A topped tree generally grows back to its original height faster than a properly pruned tree and results in a truncated, unsightly shape.

#### 4.12 LOT GRADING

Lot grading must follow the natural slope of the land. Lot slopes must be absorbed within the massing of the House (i.e., stepped foundations and floor levels) to minimize the need for grades steeper than 3:1.

No grading, excavation, construction or other work may be carried out upon a Lot which would interfere with, or alter in any way, the natural or established drainage systems of the Lot or adjoining lots. Individual site grading (including drainage swales and retaining walls) must be handled within individual Lot property lines and must not change existing drainage swales. In cases of sloped topography, special precautions related to ground and surface runoff must be adhered to both during and after construction.

No grading, excavation, construction or other work may be carried out upon a Lot which would undermine the slope stability of any roadway base unless appropriate temporary and/or

permanent earth retention is constructed by the Owner to the satisfaction of Fairwinds, in its sole discretion.

No construction and excavation wastes, overburden soil or other substances deleterious to aquatic life shall be disposed of in such a manner as to permit their entry into any watercourse, ravine, or storm sewer disposal system.

#### 4.13 RETAINING WALLS

Retaining walls which are required in the front yard or front driveway areas are to be constructed using natural stone or coloured or textured concrete (i.e., board-formed concrete with either an exposed aggregate or stone facing) and the vertical face of retaining walls shall not be greater than 1.2 metres (4 feet) in height. Wood retaining walls shall only be permitted within side and rear yards. All retaining walls and their foundations shall be within the property lines of the Lot.

#### 4.14 FENCING AND GATES

Approval in writing must be obtained from Fairwinds for the design, detail, and location of any fencing and/or gates on the Lot. Among other prohibited designs, chain link and electric fences are unacceptable.

Fencing and gates must meet the following standards:

**Maximum Height:** No fencing and/or gates which exceed 1.85 metres (6.0 feet) in height shall be permitted on any Lot.

**Front Yard Fencing or Gates:** No fencing and/or gates are permitted in the front yard except ornamental fencing to a maximum height of 1.0 metre (3.3 feet) and driveway gates to a maximum height of 1.85 metres (6.0 feet), when such fencing and/or gates have been approved by Fairwinds and is constructed in accordance with the design of the House. In the case of a corner Lot, the front yard includes the area forward of the rear of the house on the flanking street side of the Lot.

**Side and Rear Yard Fencing:** Fencing in the rear and side yards shall not exceed 1.85 metres (6 feet) in height. The side yard shall start no closer than 2 metres (6.5 feet) behind the front face of the home facing the street on either side of the building.

#### 4.15 APPEARANCE OF BUILDINGS AND LOTS

The Owner must maintain the House and/or the Lot on an ongoing basis in a neat and tidy manner, reasonable wear and tear excepted.

The Owner must keep the Lot and adjoining sidewalks, roadways and lots free of debris throughout construction. No debris, dirt, building material, crates, packing cases, contractor's sheds, equipment or other unsightly objects or material may be placed or allowed to remain on any Lot or adjoining lots otherwise than during such time as construction work is actually in progress on such Lot. No excavation shall be made unless necessary in connection with the

erection of an approved House or extension or alteration thereof. Where possible, Fairwinds may identify a location available for Owners to dispose of debris from the Lot.

Owners negligent in keeping their Lot clean will be charged for clean-up and maintenance of the Lot carried out by Fairwinds on their behalf.

Burning of garbage is not permitted.

#### **4.16 SIGNAGE**

No billboards, placards, advertising or signs of any kind are permitted on any Lot or in any window or door of any House or Ancillary Building other than "for sale" signs and temporary contractor advertisement signs erected during the course of initial construction on each Lot. No backlit or neon signage is permitted on any Lot. Any other temporary and permanent billboards, placards, and/or advertising signs must be approved by Fairwinds, in its sole discretion.

#### **4.17 MISCELLANEOUS**

All swimming pools are to be in-ground, fenced (chain link fencing is not permitted) and located in rear yards only. Hot tubs must be located in rear yards only.

No trampolines, swing sets, playground equipment sporting facilities, (excepting basketball hoops), and vegetable gardens may be placed in the Front Yard of any Lot.

Tennis courts are not permitted.

Christmas lights will only be permitted on Buildings or displayed on the Lots during the months of November, December and January.

No radio or television or transmitting antenna including satellite television receiving devices shall be placed on any Lot unless any such device is completely enclosed within a Building and is not visible from outside the Building, save and except for a satellite television receiving device having a diameter not greater than 24 inches to be placed in a location that has received the Approval of Fairwinds, but in any event not within the Front Yard or in any location which is visible from the Street adjacent to the House.

No pole, mast, clothesline, awning, antenna or similar object of any kind may be erected or installed on any Lot or on the exterior of any House, save and except an umbrella type clothesline (which may be not be placed in the Front Yard and/or visible from the Front Yard).

No intense exterior lighting, such as high pressure sodium/metal halide lighting, is permitted and no exterior lighting may be deflected upward or outward.

## **5.0 LEGAL MATTERS**

### **5.01 COMPLIANCE**

Fairwinds reserves the right, in its sole and absolute discretion, to require an Owner to provide, at the cost of the Owner, a certificate from a British Columbia Land Surveyor certifying that a House is constructed or is being constructed in compliance with the Building Scheme and these Architectural Guidelines. Upon Fairwinds requesting the same, all construction on the Lot must cease until Fairwinds is provided with such surveyor's certificate and Fairwinds, acting reasonably, is satisfied that the construction on the Lot complies with the Building Scheme and these Architectural Guidelines.

### **5.02 SUBDIVISION**

No Lot may be partitioned or subdivided into two or more lots nor any Lots consolidated into one or more Lots or lot lines adjusted between Lots unless and until the plan or plans thereof shall have been submitted to and approved in writing by Fairwinds who will give such approval only where in its sole and absolute discretion such use is deemed to be for the general benefit of all the Lots, and each and every Lot so created shall be deemed to be one Lot.

### **5.03 REMEDIES**

The provisions hereof have been instituted for the general benefit of all Owners of all of the Lots, and all such Owners, in agreeing to buy an Lot, acknowledge such general benefit and a personal benefit attaching to that part of or interest in the Lot purchased by them. Each such Owner agrees that his or her violation of the restrictions of the Building Scheme or the Architectural Guidelines will constitute an injury and damage to all of the Owners which is impossible to measure monetarily. As a result, any or all of the other Owners, in addition to all of their other remedies in law and in equity (including the right to damages), will be entitled on their own behalf to enforce the provisions of the Building Scheme and these Architectural Guidelines to obtain an order restraining or enjoining any breach of any of the provisions of the Building Scheme and these Architectural Guidelines. Any Owner in breach of any such provision and named in the application for such an order may not plead in defence that damages would be an adequate remedy.

### **5.04 CHARGE**

The Building Scheme and these Architectural Guidelines constitutes a charge on the Lots which shall run with and bind all of the Lots and every part thereof, and render the Owner, each purchaser, lessee, sublessee and occupant of any Lot or any part thereof, and each successor in title, future purchaser, lessee, sublessee and occupant of any Lot or any part thereof subject to the restrictions therein and herein set out and confer on them the benefits therein and herein set out.

#### 5.05 LIABILITY OF DEVELOPER

Neither Fairwinds nor any of its successors, assigns, agents, servants, officers, directors or employees will be liable for any losses, costs, liabilities, claims, damages or injury to any person arising out of:

- (a) the approval or deemed disapproval of any Building Plans;
- (b) a failure to enforce any of the provisions contained in the Building Scheme or these Architectural Guidelines; or
- (c) the non-compliance with or non-fulfilment of any of the covenants, conditions or restrictions contained in the Building Scheme or these Architectural Guidelines by the Owner of any Lot,

whether caused by the negligence or wilful act or omission of Fairwinds, or any of its successors, assigns, agents, servants, officers, directors or employees or otherwise (herein collectively called the "**Liabilities**").

In agreeing to purchase their respective Lots, each Owner does thereby release Fairwinds, together with its successors, assigns, agents, servants, officers, directors or employees, in respect of the Liabilities.

#### 5.06 COMPLIANCE WITH LAWS

Each Owner is subject to all bylaws of the RDN (including any any development permits or other covenants in favour of the RDN which are imposed on, or registered against title to any of the Lots) and the obligations and liabilities imposed by statute or common law on the owners and occupiers from time to time of the Lots, all of which must be complied with. The restrictions set forth in the Building Scheme and these Architectural Guidelines are in addition to, and in no way detract from all such applicable laws.

#### 5.07 FORCE MAJEURE

No Owner shall be in breach of the provisions of the Building Scheme or these Architectural Guidelines if work upon their Lot is interrupted by reason of strike, lockout, labour dispute, act of God, fire or other casualty, so long as such Owner takes such steps as are reasonably available to minimize the effect of such occurrence and such Owner diligently recommences the work immediately after such occurrence.

#### 5.08 SEVERABILITY

If any provision of the Building Scheme or these Architectural Guidelines is declared or found by any Court of competent jurisdiction to be illegal, invalid or unenforceable then such provision shall be severable from the Building Scheme and these Architectural Guidelines to the extent of such illegality, invalidity or unenforceability and the remainder of the Building Scheme and these Architectural Guidelines shall be construed as if such illegal, invalid, or unenforceable provision had been deleted.

#### **5.09 COSTS**

Any and all reasonable legal fees and disbursements incurred by Fairwinds for the enforcement of, or the restraint of an anticipated or actual violation of, the Building Scheme, these Architectural Guidelines or any provision of the Building Scheme or these Architectural Guidelines shall, upon demand by Fairwinds, be paid and reimbursed to Fairwinds by the Owner or Owners of the Lot or Lots in respect of which Fairwinds incurs such legal fees and disbursements for the enforcement of, or the restraint of an anticipated or actual violation of, the Building Scheme or these Architectural Guidelines.

#### **5.10 WAIVER**

No condoning, excusing or waiver by any person of any default, breach or non-observance by any other person at any time or times in respect of any provision herein contained or in the Building Scheme shall operate as a waiver in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of any person in respect of such continuing default, breach or non-observance, and no waiver shall be inferred or implied by anything done or omitted to be done by the person having such rights.

#### **5.10 LIMITATION**

No person who is or has been an Owner of any Lot is liable for a breach of any of the provisions hereof if such breach arises after such person has ceased to be an Owner of such Lot in connection with which the breach has occurred.

#### **5.11 EFFECTIVE DATE**

The Building Scheme and these Architectural Guidelines and all of the restrictions set out in therein and herein are effective from and after the date of registration of the Building Scheme in the Victoria Land Title Office.



FAIRWINDS  
COMMUNITY & RESORT

APPENDIX A: APPLICATION FOR BUILDING PLAN APPROVAL

APPLICANT:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Lot #: \_\_\_\_\_ Phase: \_\_\_\_\_ Telephone #: \_\_\_\_\_

HOUSING DESIGN

Type: House Type: \_\_\_\_\_ Model: \_\_\_\_\_

Ground Floor Area: \_\_\_\_\_ m<sup>2</sup> \_\_\_\_\_ Sq. Ft.

2<sup>nd</sup> Floor Area: \_\_\_\_\_ m<sup>2</sup> \_\_\_\_\_ Sq. Ft.

From: Roof Style: \_\_\_\_\_ Roof Pitch/Slope: \_\_\_\_\_

Roof Material/Colour: \_\_\_\_\_

Detail: Wall Material/Colour: \_\_\_\_\_

Trim Material/Colour: \_\_\_\_\_

Garage Door Material/Colour: \_\_\_\_\_

Chimney Material/Colour: \_\_\_\_\_

Soffit Material/Colour: \_\_\_\_\_

Driveway Material: \_\_\_\_\_

SITING

Conformance to setback requirements are the responsibility of the contractor.

Setback: Front: \_\_\_\_\_ Rear: \_\_\_\_\_ Left Side: \_\_\_\_\_

Right Side: \_\_\_\_\_ Height: \_\_\_\_\_

Grading Min. Basement Elevation: \_\_\_\_\_ Fin. 1<sup>st</sup> Floor: \_\_\_\_\_

BUILDING PLANS

The Building Plans with the following information must be provided. (The owner is responsible to confirm on site that the information submitted and reviewed matches the actual site conditions before starting construction.)

A) SITE PLAN REQUIREMENTS

- |   |  |
|---|--|
| a) Dimensions of lot  | g) Building Envelope and setbacks from property lines          |
| b) Dimensions of building   | h) Location of retaining walls                                 |
| c) Location of building on lot  | i) Location of drainage swales                                 |
| d) Dimensions of property lines   | j) Location of underground water, sanitary and Hydro/TeI lines |
| e) Proposed and existing elevation at each corner of house, garage slab, basement slab, and finished main floor | k) Lot elevation (grades) including contour intervals          |
| f) Location, slope and type of driveway   | l) Location and type of sidewalks and patios                   |

B) HOUSE PLAN REQUIREMENTS

- |   |   |
|---|---|
| a) Floor plan indicating dimension of house                           | c) Typical cross section                  |
| b) Front, rear and 2 side exterior elevations showing finished grades | d) Details of types of building materials |



**USE OF BUILDING PLAN APPROVAL SERVICES**

The owner acknowledges that the Building Plan approval is provided as a service and that Fairwinds, the Administrator and their agents, servants and employees assume no responsibility for the accuracy of the information provided, or for any losses or damages resulting from the use thereof.

The owner further acknowledges that he will hold Fairwinds, the Administrator and their agents, servants and employees harmless from any action, claim or loss resulting from the use of this information.

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

**CONDITIONS OF APPROVAL**

Finish grade to be in accordance with the site plan. The owner is responsible for proper drainage of Lot based on subdivision design.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVAL**

Date Received: \_\_\_\_\_ By: \_\_\_\_\_  
Date Reviewed: \_\_\_\_\_ By: \_\_\_\_\_  
Recommended for Approval: \_\_\_\_\_ By: \_\_\_\_\_

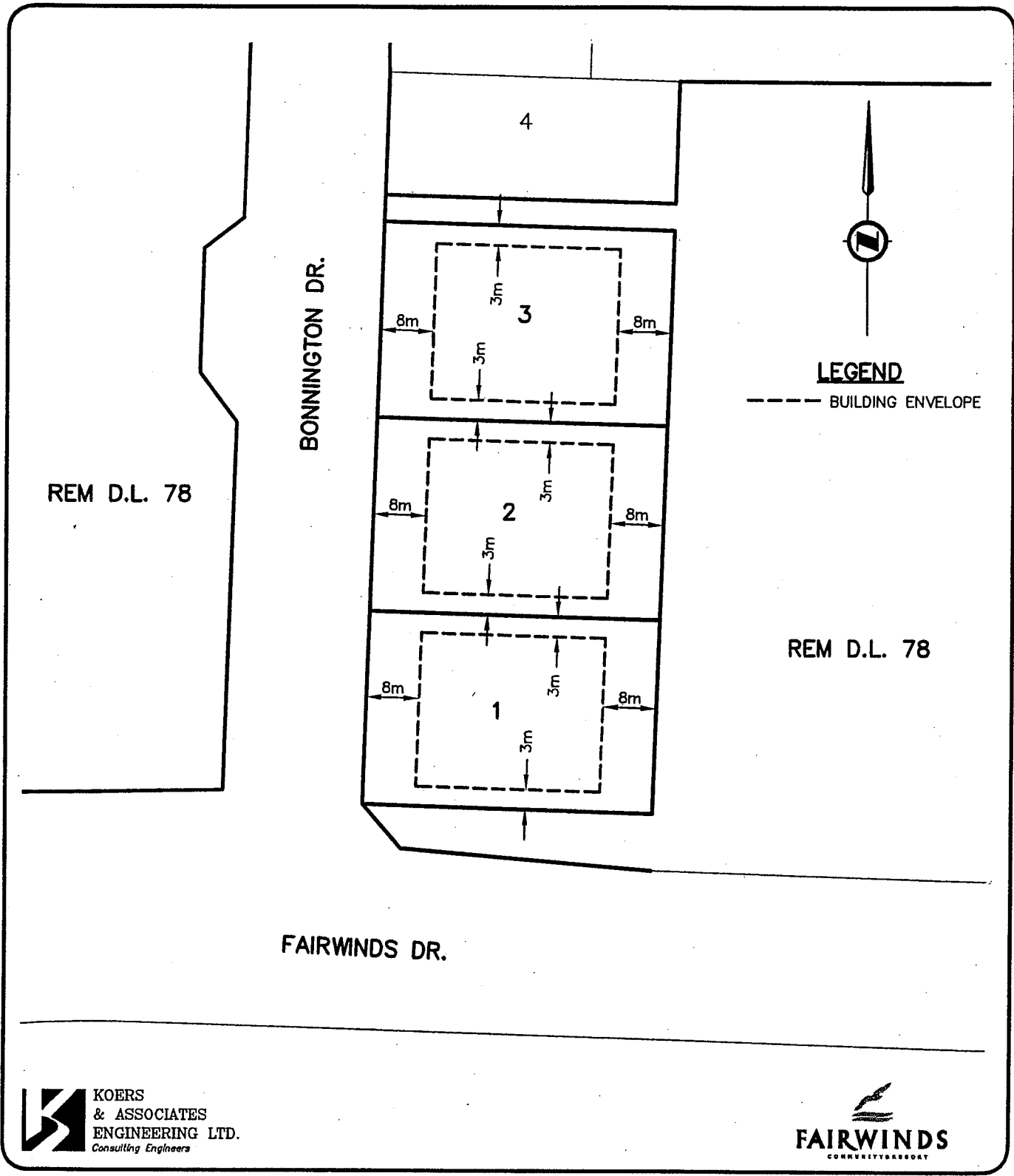
Approved: \_\_\_\_\_

*FAIRWINDS*

**ACKNOWLEDGEMENT OF CONDITIONS OF APPROVAL**

The owner acknowledges that he has been advised by Fairwinds of the conditions to the approval to his application for Building Plan approval at Fairwinds and further acknowledges that compliance with both the Building Scheme registered against the Lot and these Architectural Guidelines is the continuing obligation of the owner, notwithstanding this approval of the Building Plans.

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

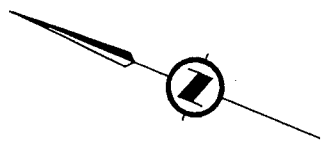


**KOERS & ASSOCIATES ENGINEERING LTD.**  
*Consulting Engineers*

**FAIRWINDS**  
 COMMUNITY HOUSING

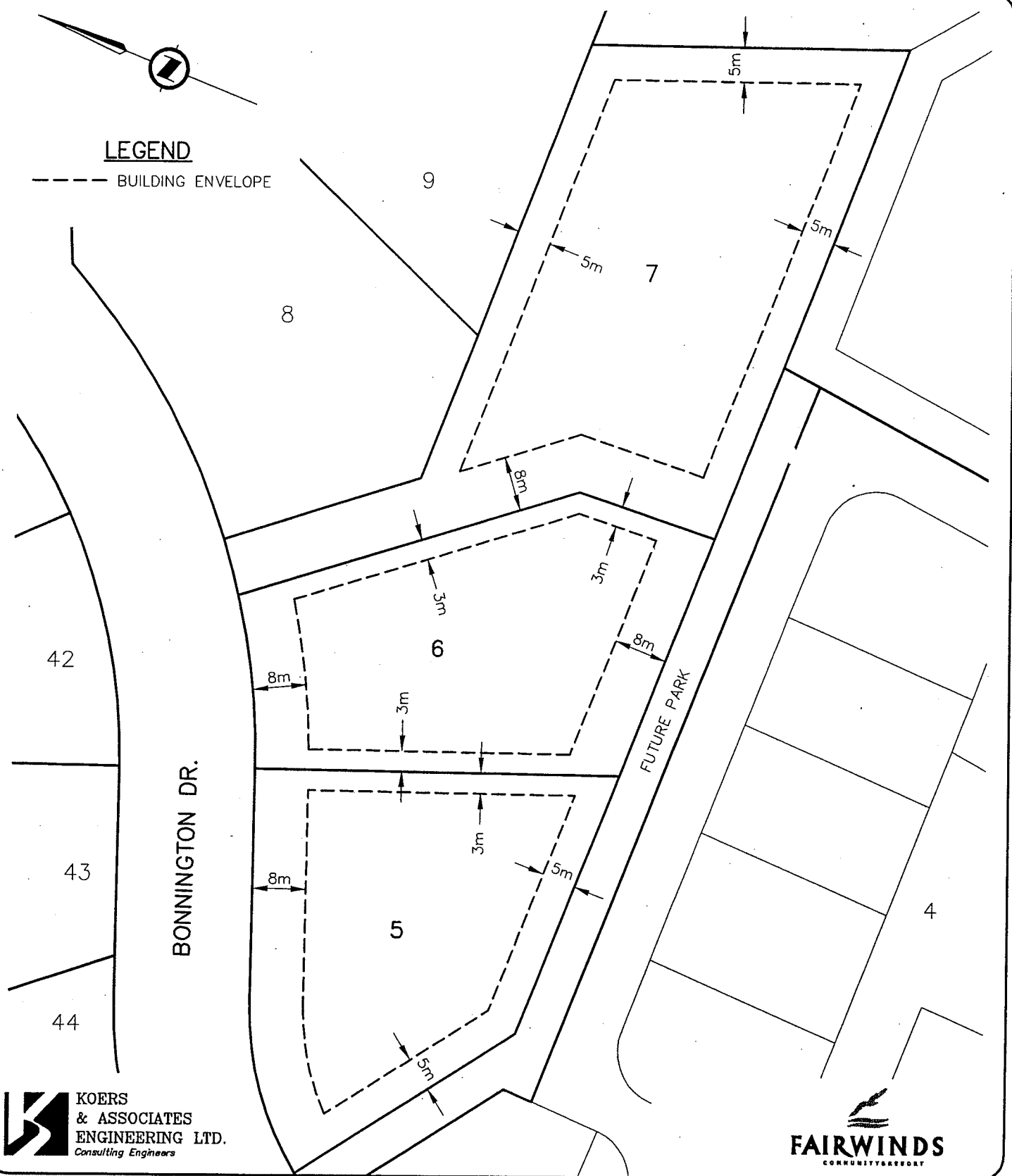
CLIENT	FAIRWINDS
PROJECT	BONNINGTON HEIGHTS BUILDING ENVELOPES

LOT 1, LOT 2 & LOT 3	
APPROVED	SCALE 1:750
DATE OCT. 7, 2005	DWG No. 9919-092-21
JOB No. 9919-092	



**LEGEND**

--- BUILDING ENVELOPE



**KOERS & ASSOCIATES ENGINEERING LTD.**  
*Consulting Engineers*



CLIENT	FAIRWINDS
PROJECT	BONNINGTON HEIGHTS BUILDING ENVELOPES

LOT 5, LOT 6 & LOT 7	
APPROVED	SCALE 1:750
DATE OCT. 7, 2005	DWG No. 9919-092-22
JOB No. 9919-092	



**LEGEND**

--- BUILDING ENVELOPE

52  
PL. 51142

27  
PL. 51603

50  
PL. 51142

26

25  
PL. 51603

13.5th EASEMENT

11.3th EASEMENT

13.4th EASEMENT

11

10

12

4.5m

2.0m

3.0m

3.0m

4.5m

2.0m

2.0m

8.0m

8.0m

3.0m

8.0m

14

CDS A

9

3.0m

5.0m

5.0m

8.0m

8.0m

3.0m

8.0m

7

BONNINGTON DR.

8.0m

8

3.0m

8.0m

13

5.0m

5.0m

8.0m

8.0m

5.0m

8.0m

38

39

40

**KOERS & ASSOCIATES ENGINEERING LTD.**  
Consulting Engineers

**FAIRWINDS**  
COMMUNITY RESORT

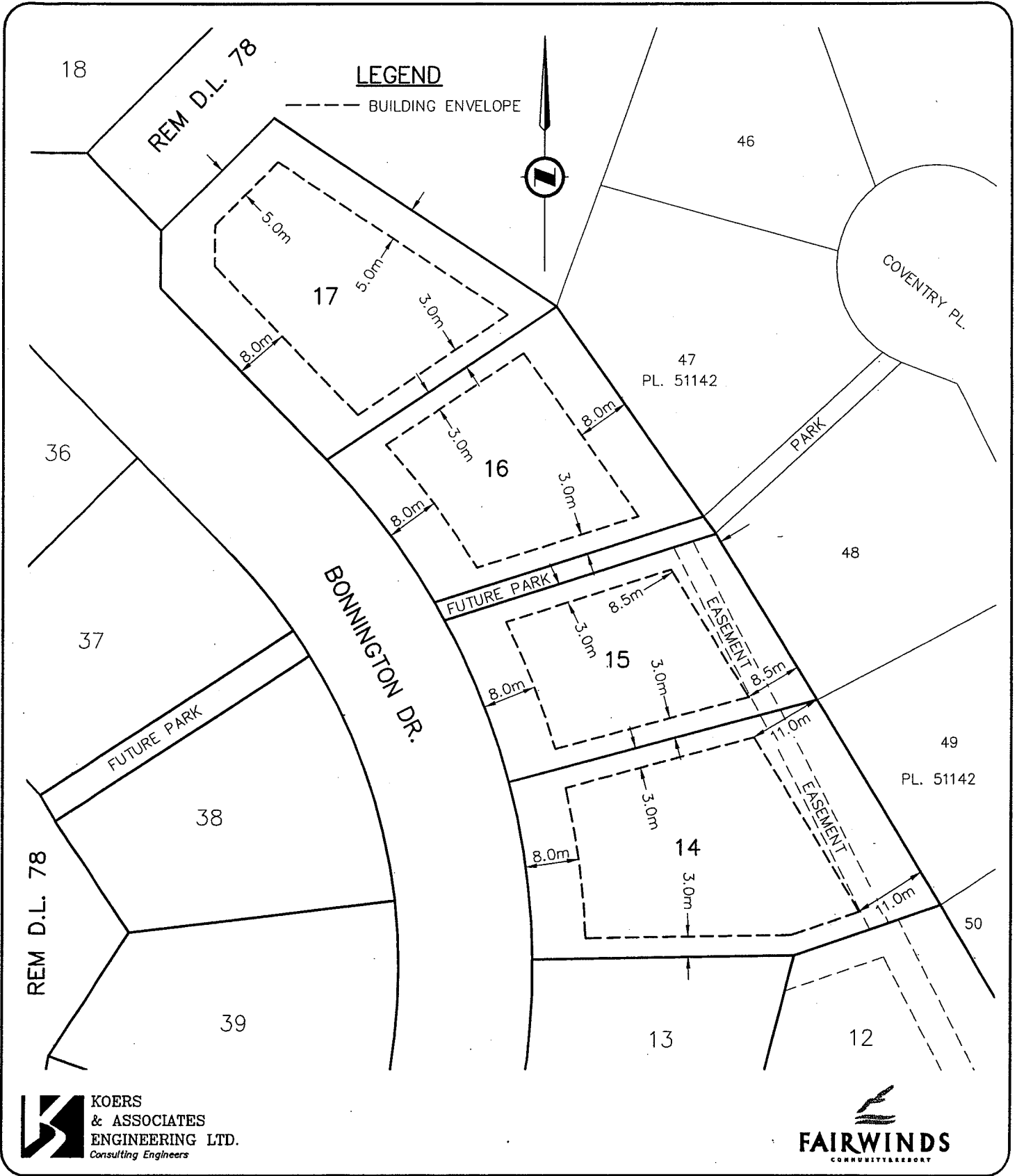
CLIENT **FAIRWINDS**

PROJECT **BONNINGTON HEIGHTS BUILDING ENVELOPES**

**LOT 8, LOT 9, LOT 10, LOT 11  
LOT 12 & LOT 13**

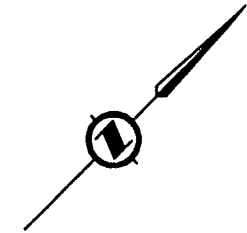
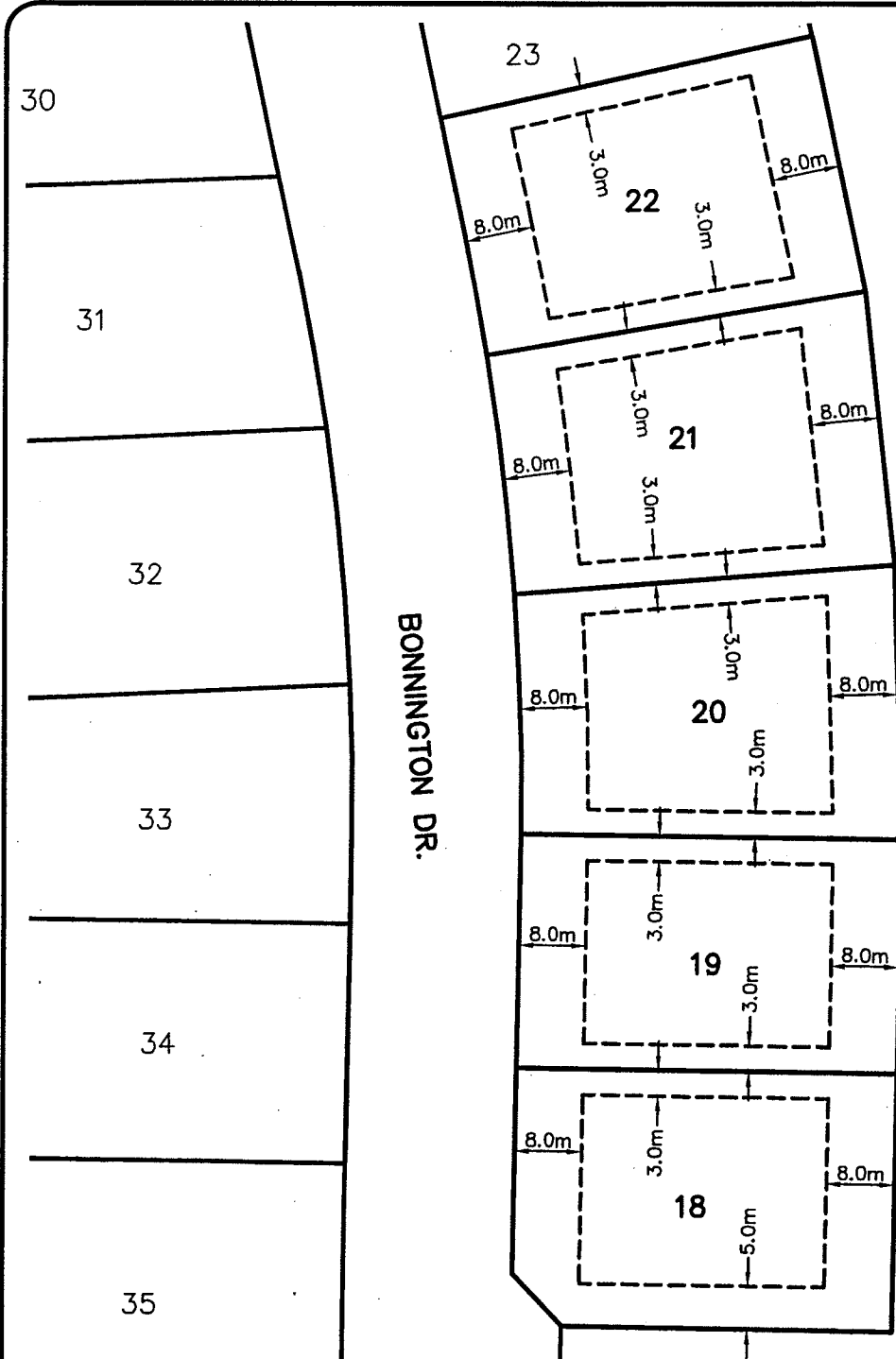
APPROVED  
DATE **OCT.14, 2005**  
JOB No. **9919-092**

SCALE **1:750**  
DWG No. **9919-092-23**



CLIENT	FAIRWINDS
PROJECT	BONNINGTON HEIGHTS BUILDING ENVELOPES

LOT 14, LOT 15, LOT 16 & LOT 17	
APPROVED	SCALE 1:750
DATE OCT. 14, 2005	DWG No. 9919-092-24
JOB No. 9919-092	



**LEGEND**

--- BUILDING ENVELOPE

REM D.L. 78

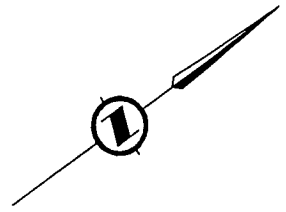


CLIENT	FAIRWINDS
PROJECT	BONNINGTON HEIGHTS BUILDING ENVELOPES

LOT 18, LOT 19, LOT 20, LOT 21 & LOT 22	
APPROVED	SCALE 1:750
DATE OCT. 11, 2005	DWG No. 9919-092-25
JOB No. 9919-092	

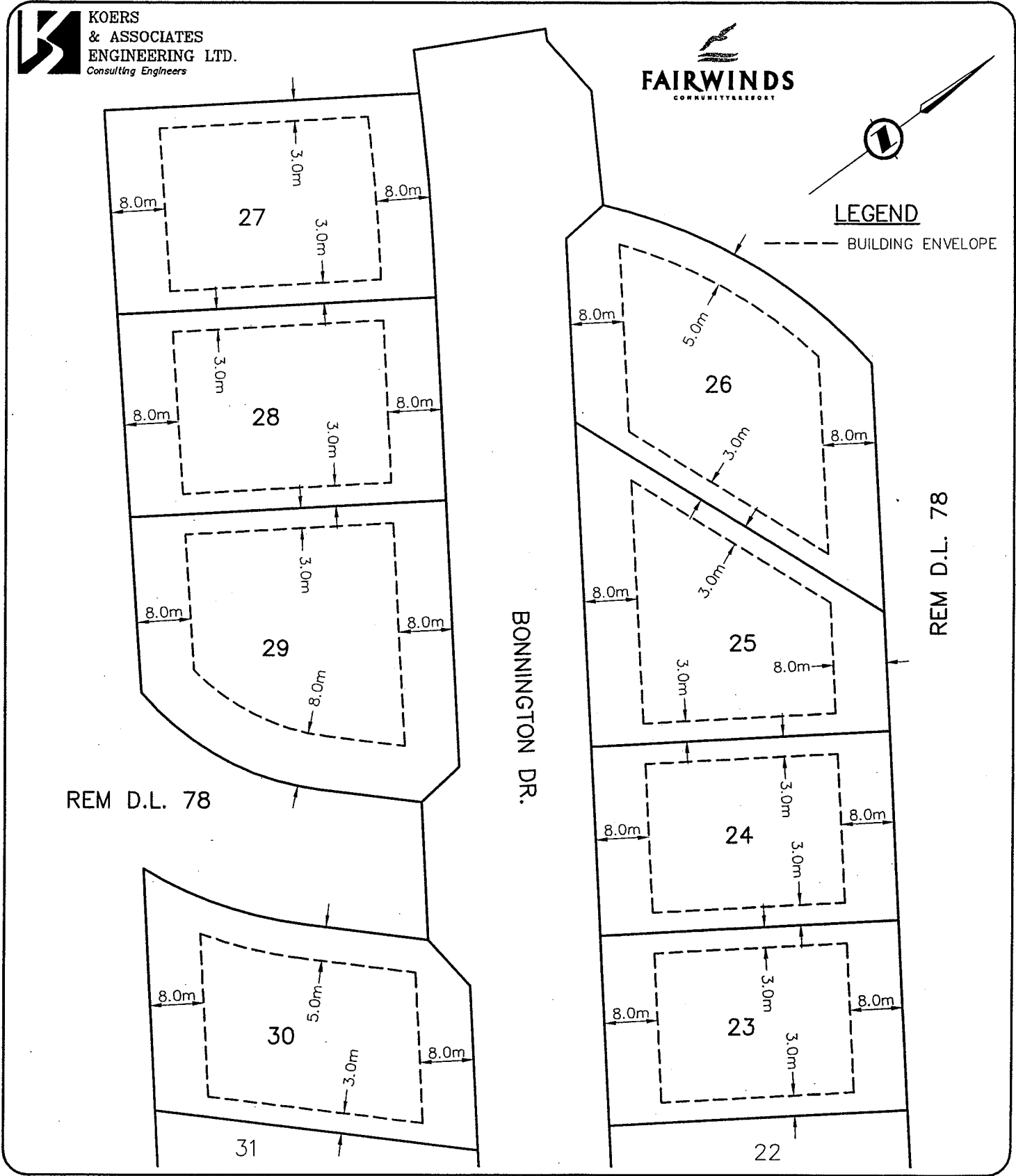


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Consulting Engineers



**LEGEND**

--- BUILDING ENVELOPE

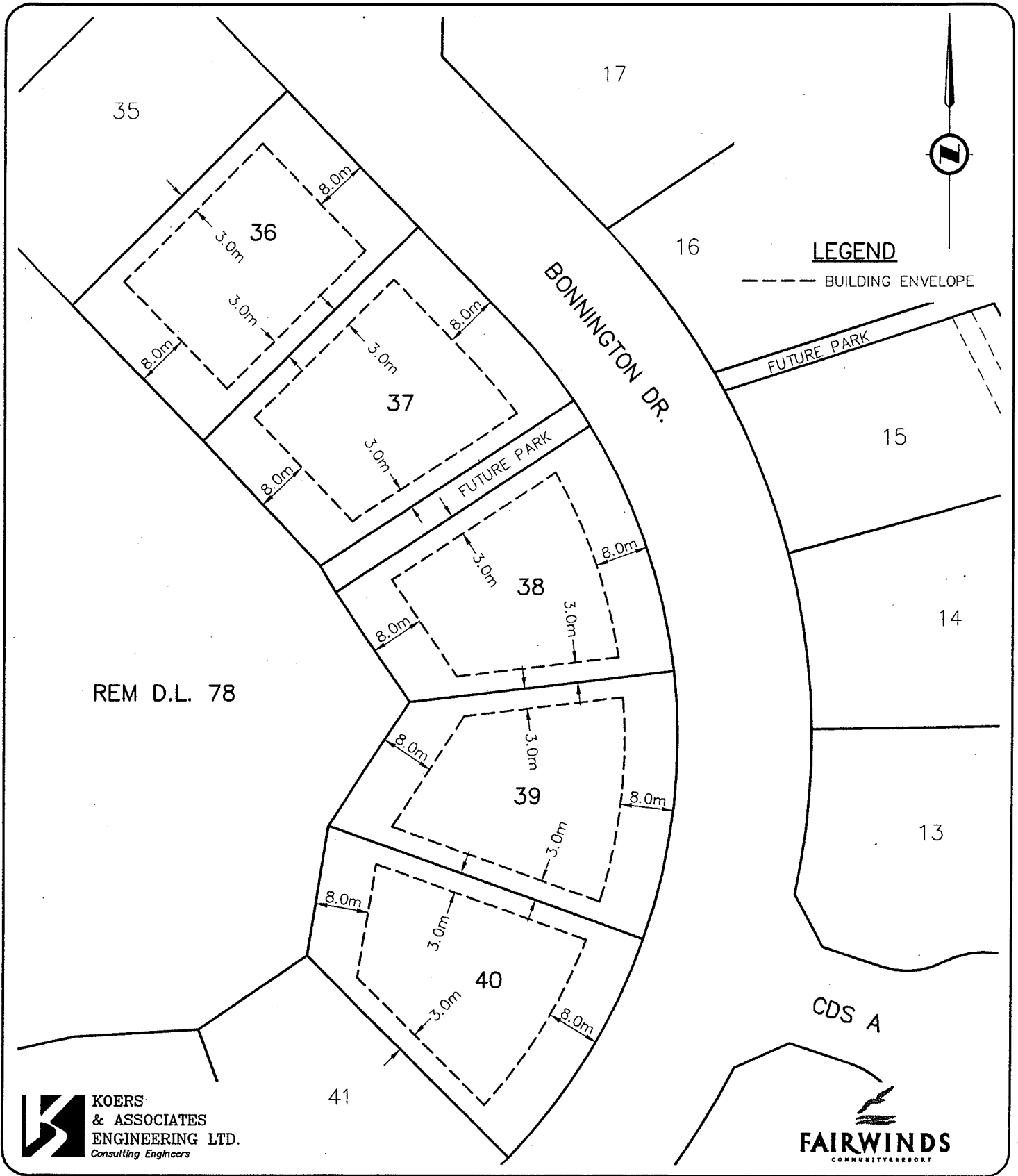


CLIENT	FAIRWINDS
PROJECT	BONNINGTON HEIGHTS BUILDING ENVELOPES

LOT 23, LOT 24, LOT 25, LOT 26 LOT 27, LOT 28, LOT 29 & LOT 30	
APPROVED	SCALE 1:750
DATE OCT. 14, 2005	DWG No. 9919-092-26
JOB No. 9919-092	







REM D.L. 78

**LEGEND**

----- BUILDING ENVELOPE

**KOERS & ASSOCIATES ENGINEERING LTD.**  
Consulting Engineers

**FAIRWINDS**  
COMMUNITY RESORT

CLIENT	FAIRWINDS
PROJECT	BONNINGTON HEIGHTS BUILDING ENVELOPES

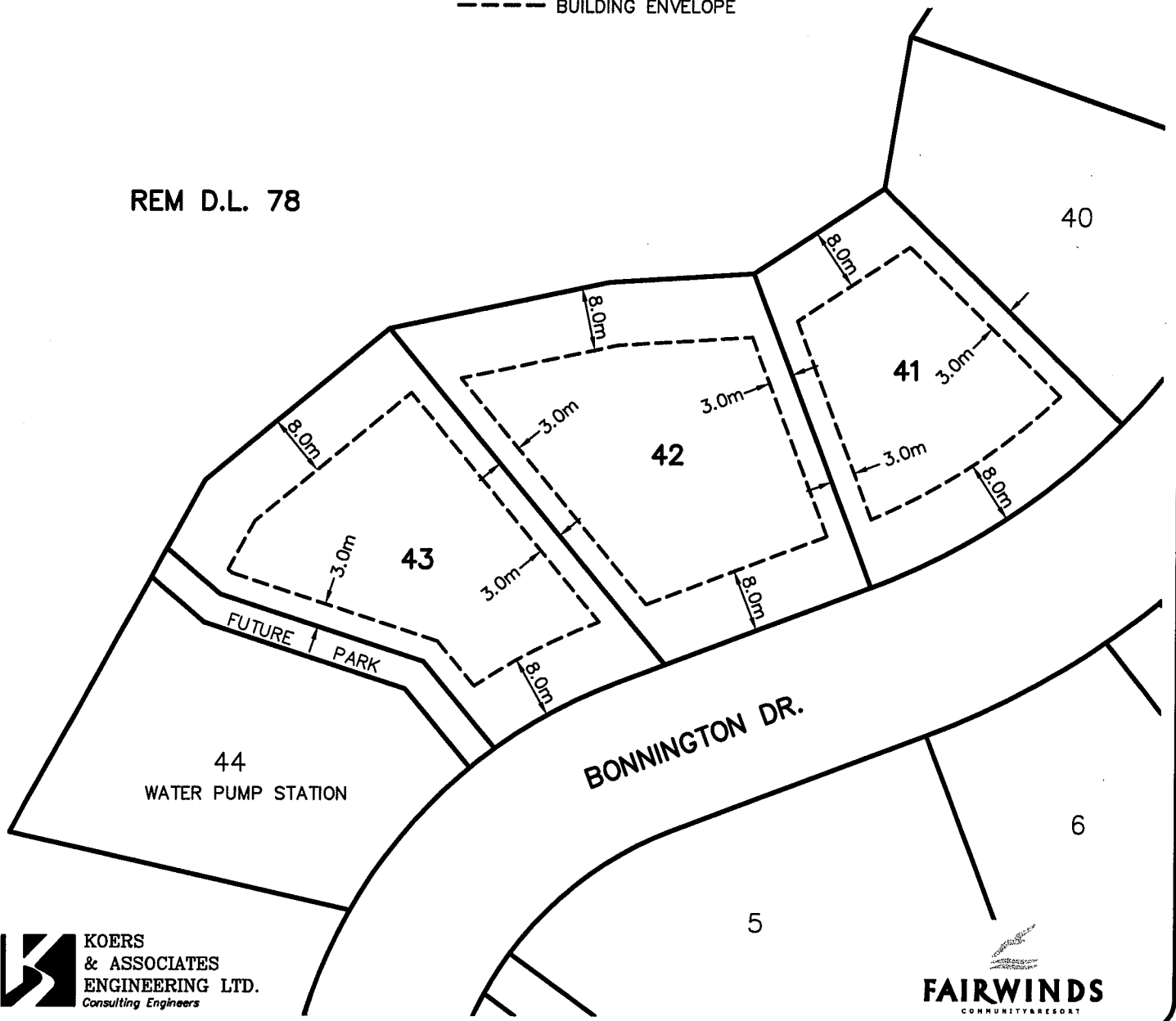
LOT 36, LOT 37, LOT 38, LOT 39 & LOT 40	
APPROVED	SCALE 1:750
DATE OCT. 14, 2005	DWG No. 9919-092-28
JOB No. 9919-092	



**LEGEND**

--- BUILDING ENVELOPE

REM D.L. 78



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Consulting Engineers

**FAIRWINDS**  
COMMUNITY RESORT

CLIENT	FAIRWINDS
PROJECT	BONNINGTON HEIGHTS BUILDING ENVELOPES

LOT 41, LOT 42 & LOT 43	
APPROVED	SCALE 1:750
DATE JAN. 3, 2006	DWG No. 9919-092-29
JOB No. 9919-092	