

## TRAIL WOODS

### LOT SALE AGREEMENT – SCHEDULE “B”

#### CONDITIONS AND RESTRICTIONS

These conditions and restrictions are intended to result in and to ensure the following:

- i. That all homes designed and constructed in the Trail Woods Subdivision will follow set architectural guidelines with the intent of these guidelines to establish and control a level of high standards and quality in the exterior appearance of the residences in the Trail Woods Subdivision;
- ii. That each home’s architecture harmonizes with its natural surroundings as well as with its neighbouring homes;
- iii. That the overall intent of the style is to create an “upscale country community” feel and look to each home through the use of architectural form that encourages such elements as dramatic roof forms, accent gables, dormers, porches, and balconies. Details of large tapered columns, pronounced roof overhang and ornate brackets are all welcomed to support the proposed community image; and
- iv. That the use of natural looking materials such as stone masonry and wood siding is encouraged and that exterior colours be earth tones that complement each home’s natural setting.

#### 1. DEFINITIONS:

- a. “Authorities” means any town, municipality, county, commission board, bureau, branch, agency, regulating authority or other authority whatsoever having or purporting to have jurisdiction over the Lands;
- b. “TWC” means Trail Woods Corporation and its successors and assigns;
- c. “County” means the County of Grey, Ontario;
- d. “Covenants” means, collectively, the restrictions, covenants and obligations set out herein;
- e. “Lands” means all of the Lots within the development known as Trail Woods, being the Plan of Subdivision, registered or to be registered, over the Parcel 35-`, Section C10-COLL, Town of the Blue Mountains (formerly the Township of Collingwood), County of Grey;

- f. "Lots" means: (a) the Lots designated on a Plan of Subdivision and "Lot" means any one of such Lots;
- g. "Owners" means, collectively, the owners of the Lots from time to time, and "Owner" means any one of such Owners;
- h. "Plans of Subdivision" means the plans of subdivisions now or hereafter registered against title to any of the Lands;
- i. "Services" means utilities and other improvements including streets, sidewalks, curbs, water, sanitary and storm sewer, gas, electricity, public lighting, telephone and cable;
- j. "Town" means The Corporation of the Town of The Blue Mountains, located in the County of Grey, Ontario;
- k. "Transferee" means, with respect to a Lot, the owner or owners thereof from time to time;
- l. "Transferor" means the transferor from time to time of any Lot;

**2. GENERAL:**

**a. Lands:**

- i. Subject to the time limitation as hereinafter set out, the Conditions and Restrictions set out herein shall be annexed to and shall run with the Lands and every part thereof.
- i. The Conditions and Restrictions shall also be appurtenant to and be for the benefit of each and every part of the Lands, the intention being that each Owner of any Lot(s) shall be able to enforce said Conditions and Restrictions against any other Owner from time to time, the intention being that the Conditions and Restrictions shall constitute a building scheme within the Lands.

**b. Term:**

The Conditions and Restrictions set out herein shall be in force until the date (the "**Expiry Date**") which is the earlier of:

- i. 40 years following the date of registration of the last of the Plans of Subdivision; and,

- ii. The date on which the Owners shall unanimously agree by written memorandum to cancel the Conditions and Restrictions, provided a minimum period of 20 years has lapsed since the date of registration of the Last of the Plans of Subdivision.

c. **Covenant to Observe Conditions and Restrictions:**

Each Transferee covenants and agrees on behalf of himself and his successors in title with TWC, the Transferor and with all other Owners from time to time that the Transferee and his successors in title from time to time will observe and comply with each of the Conditions and Restrictions set out herein and that no development or renovation of the Lands or any part thereof owned by him will occur in breach of or in violation of or contrary to the fair meaning of the Conditions and Restrictions herein set forth.

**3. COVENANTS AND PROCESS GUIDE**

- a. The Transferee covenants and agrees that no buildings, structure or other improvements shall be constructed on any part of the Lands unless:
  - i. Prior to any application to the Town or any other Authorities for a building permit(s), the Transferee shall obtain approval in writing from TWC or any other party TWC may designate, to all architectural plans, site plans, and landscape designs and agrees to provide such other information and material as TWC or the Town or any other Authorities may reasonably require. Without limiting the generality of the foregoing, TWC or its designated party shall have the right to approve all siting, elevations and landscaping, and no building shall be erected on a Lot except in conformity with the plans approved by TWC or its designated party, such approval (the “**Approval**”) not to be unreasonably withheld, provided such plans are in keeping with the general nature of a first-class residential subdivision, and follow the Architectural Design Guidelines, and Site Plan and Landscape Guidelines, as set out herein.
  - ii. The Transferor pays TWC a fee of \$500.00 for the plan review in connection with the giving of the Approval.

- iii. All buildings, driveways, parking areas, lot grading and site development shall be constructed and maintained exactly in accordance with all approvals required in relation thereto.
- iv. The Transferor ensures that there shall be no storage of any materials on a Lot not intended to be used in the building, nor prior to the start of construction.
- v. The Transferor ensures that there shall be no temporary building or shelter constructed or brought on the Lot.

b. **Conformity to Municipal Regulations:**

The Transferee:

- i. Acknowledges that he is aware that the Town and possibly other applicable Authorities may from time to time regulate and restrict the use of the Lands and the architecture, character, size and use of buildings and structures thereon, the preservation of trees, the disposition of earth and other matters relating to the development and use of the Lands from time to time;
- ii. Covenants and agrees to strictly observe, perform and adhere to the provisions hereof and to all regulations and restrictions enacted by the Town or the Authorities with respect to construction upon the Lands owned by him and the use and occupancy thereof, whether such regulations and restrictions are imposed by by-law, subdivision agreement (the "**Subdivision Agreement**") or otherwise, and whether they are in effect at the date hereof or at the commencement of building operations or subsequently put into effect; and
- iii. Acknowledges that the Subdivision Agreement may contain provisions providing for architectural control of the buildings to be constructed on the Lands within the Plan of Subdivision, including provisions for the approval by the Town, TWC or any other authority of a site plan showing the location of any building, walls, drives, fences, walls and existing trees, landscaping proposals, exterior elevations and all elements of the design and materials, textures, finishes and colours and the Transferee agrees to comply with all such provisions.

c. **REZONING APPLICATIONS**

The Transferee covenants and agrees that it will not make any applications for rezoning a Lot for any use without the prior written consent thereto of TWC, which consent may not be unreasonably withheld in respect of residential use but may be withheld in respect of any other uses.

d. **PRELIMINARY DESIGN REVIEW AND APPROVAL PROCESS**

No building, structure or other improvement shall be constructed on any Lot unless the Owner submits preliminary design drawings to TWC. TWC will review the submission and within seven (7) working days, return it to the Owner with comments. Drawings are to be marked 'for preliminary review'. Submissions are to show the following:

Site Plan: at minimum scale 1:250

- o The building lot property lines
- o Buildings on adjacent lots, including their setbacks from common property lines
- o Preliminary site grading
- o Proposed landscape design

Floor plans: at minimum scale 1:100

- o Showing all floor plans

Elevations: at minimum scale 1:100

- o Showing all proposed front and flanking elevations  
Materials and Colours: written form or coloured and noted elevation

Materials and Colours: written form or coloured and noted elevation drawing.

e. **FINAL REVIEW AND APPROVAL**

No building, structure or other improvement shall be constructed on any Lot unless, the Owner submits to Trail Woods Corporation for final review and approval the following:

- o two site plans and two grading plans
- o two sets of full working drawings

- o two sets of colour schedules

TWC will retain one set of the foregoing. The Owner should allow up to seven (7) working days for final review and approval. All revisions made by TWC to the site plans, working drawings, streetscapes and colour schedules must be incorporated on the originals by the Owner's design architect. For any additional reviews (above and beyond the two (2) noted above) the Owner will be charged at a rate of \$250.00 per submission. It is the Owner's complete responsibility to ensure that all plans submitted for approval fully comply with these guidelines and all applicable regulations and requirements. Further, it is the responsibility of the Owner to ensure that all construction complies with the approved documentation. Any proposed exterior changes to the residence or to the landscaping must be approved by TWC prior to their implementation on site.

f. **COMPLETION OF BUILDING EXTERIORS**

No building, structure or other improvement on a Lot shall be undertaken unless such building, structure or other improvement, including all finishing materials and finishes, are substantially complete as approved within twelve (12) months of the date of the commencement. All site works and landscaping that are a part of the approved drawings shall be completed as approved within twenty-four (24) months of the aforesaid commencement.

g. **SITE INSPECTOINS/COMPLIANCE AND ENFORCEMENT**

- i. TWC may conduct periodic site inspections to monitor development. Any visible deficiencies or deviations in construction from the approved plans, which are considered by TWC to be not in compliance with the architectural Guidelines (set out herein), will be reported in writing to the Owner. The Owner will respond to TWC in writing, within five (5) days of notification of his intention to rectify the problem, and the Owner shall effect the changes set forth in TWC's report.
- ii. No dwelling on the Lands may be occupied until any applicable occupancy approval has first been obtained from the Town in accordance with the provisions of the Subdivision Agreement. Failure to comply with this provision shall totally negate the Town's obligation under the Subdivision Agreement to provide any releases or certificates in respect of such part of the Lands, including

any occupancy certificates or permit, and, in addition to other remedies, the Town shall be entitled to commence legal proceedings against the occupant to terminate such occupancy.

- iii. Title to the Lands may be subject to such easements as may be required by the Town, County, Hydro utility provider, Bell Canada and any other utility company or commission or any agreements for any such commission or company.
- h. The Transferee covenants and agrees that no building, structure or other improvement shall be constructed on a Lot unless the Transferee agrees:
  - i. To keep the roadways and boulevards clear and free of all machinery, equipment, debris, earth, building material, and other obstructions in compliance with municipal requirements so that the employees, agents or contractors of TWC and all other persons may proceed with the installation of services;
  - ii. To keep the boulevard clear and free of all materials and obstructions which might interfere with the installation of electric, telephone, gas or other utilities and the Transferee shall not block or cause to be blocked the gutters. The Transferee agrees to keep the Lot in a neat and tidy condition during the construction of a dwelling unit thereon and to comply with all reasonable requests made by TWC in respect of the appearance of the Lot during construction. The Transferee further agrees that all supplies of bricks, lumber and other building materials will be piled only in such areas of the Lot as may be reasonably approved by TWC. The Transferee also agrees that the tires of all vehicles of any of its contractors, agents or suppliers of materials shall be cleaned before entering public roads in the Lands and that all such vehicles will follow only such routes as may be designated by TWC;
  - iii. Have any builder undertaking any construction on the Lot to provide proof of insurance of \$2,000,000.00 per occurrence of construction liability; and
  - iv. To retain services of a certified Engineer for the production of the grading plan required by the Town, at his cost.

i. **Construction Practices:**

TWC believes that it is in the public interest, and sound professional practice, to minimize the impact of construction activities and unsightliness as it relates to the general public. In order to maintain an orderly appearance during construction, builders will not commence construction on a Lot unless the builder adheres and an Owner shall cause such builder to adhere to the following minimum construction practices:

i. Gravel Pads (Mud Mat)

In order to minimize road dirt during construction, a gravel pad staging area shall be installed on each lot adjacent to the street, and before commencing other work on the site. The gravel pad will be approximately 15 feet wide x 20 feet long x 6 inches deep. This pad will be maintained throughout the duration of the construction period of the home and would be most efficient if used as the base for the future driveway. Therefore, Owners will be charged a prorate portion of the costs required to maintain clean streets on a weekly or bi-weekly basis as is required.

ii. Appearance During Construction

The Builder is required to keep the Lot and abutting street clean and orderly during construction and marketing. No material or debris may be stored on adjacent lots. Builders, who are found to be negligent, in the sole discretion of TWC, will be charged for the clean up carried out by TWC.

iii. Disposal of Construction Debris

All construction debris shall be removed from the site and the development, and disposed of at the end of construction in order to present a professional appearance to the general public during weekend sales and marketing activity.

iv. Earth Stockpiles

Any material stockpiled will not be located so as to cause siltation or contamination on the roadways. No stockpile shall encroach onto other lands.:



The Transferee covenants and agrees that no building, structure or other improvements shall be constructed on any part of the Lands unless the following standards are adhered to

**4. SITE PLAN AND LANDSCAPE GUIDELINE:**

**a. Utility and Service Easements:**

- i. Hydro/Gas meters and telephone/CATV boxes shall be located discreetly on wall faces perpendicular to the street facing the interior side yard wherever possible.
- ii. Corner lot dwellings should not have utility meters located on the flanking elevation. Where this is not possible, meters should either be screened with landscaping or architecturally integrated into the wall. Other solutions that achieve the intent of making service and utility elements less visible in the streetscape will be considered on their merits.
- iii. Air conditioning units shall not be located in the front yard of any dwelling. If an air conditioning unit is located on the flanking wall it should be screened with landscaping.
- iv. All electric, telephone and cable television wires on the lot originating from connections on public property or utility easement shall be underground from such connections to the building or structure that they serve.

**b. No interference with Services:**

The Transferee covenants and agrees:

- i. To cause the Transferee's building operations to conform with the location of street lighting standards, fire hydrants and sewer services, and electrical transformers and not to interfere with the installation of the Services provided the approved plans therefore are previously provided to the Transferee and if the Services need to be relocated due to the Transferee's error, such relocation shall be done by the TWC; and
- ii. Not to obstruct the easements granted or to be granted to the public utility commission (the "P.U.C.") or to the local gas, telephone, cable and other service suppliers (collectively the "G.P.C."); nor to impede access by the P.U.C. and the G.P.C. and its or their contractors to the site;

and to pay any extra expenses incurred by the P.U.C. and the G.P.C. as a result of any change in grades, elevations, siting or property markers subsequent to the initial site marking; to pay for relocation of services due to the Transferee's failure to comply with approved siting or clearance required by the P.U.C. or the G.P.C. and to keep the P.U.C. and the G.P.C. advised with respect thereto and to coordinate its building program to permit the underground installation work to proceed on a "mass production" basis, with minimal interference with such service installation and to pay any extra expenses incurred by the P.U.C. or the G.P.C. because of the Purchaser's programming; to provide such staking and trenching on the Lot as may be required by the P.U.C. or the G.P.C. for the purpose of underground connections from the mains to the dwelling unit erected on the Lot and to backfill such trenches to the satisfaction of the P.U.C. and the G.P.C.; to make provision for the appropriate meters at the locations and to the standards of the P.U.C. and the G.P.C.; and to make and pay for all applications for hydro service, including temporary service, and pay forthwith, upon the Developer's request, the costs and charges for P.U.C. and G.P.C. service from the mains adjacent to the lot line to and including the meters.

- iii. The Transferee further covenants and agreed to do all work and pay all moneys required to have P.U.C. and G.P.C. services installed underground within the Lands. TWC shall try to get the P.U.C. and/or G.P.C. to provide the Purchaser with advance notice of its/their intention to proceed with underground installation work.

**c. Effect of Adverse Grade Conditions:**

- i. Where adverse grade conditions are present, Owners will be required to provide designs that adapt to the site conditions.
- ii. Special care will be required and demonstrated on the streetscape drawings to ensure issues such as the increased number of risers at front entrances, dropped garage conditions, and exposed foundation walls are appropriately dealt with.
- iii. Elevated main front entrances and related concentrations of entrance steps should be reduced by dispersing the steps over a larger area or avoided altogether.

- iv. No lot owner shall obstruct, cause, permit or maintain tile obstruction of any drainage ditch, drainage swale or culvert, whether on his own lands or on the public lands adjacent to the lot that he owns.
- d. **Grading:**
- i. The Transferee covenants and agrees to grade the Lot in accordance with the grading plans and drainage pattern and requirements and to the satisfaction of the Town and to comply with the directions of the Consulting Engineer with respect to such requirements and not to alter the final grades, and to permit TWC or its representative(s) or the Town to enter upon the Lands at any time prior to the acceptance of the Subdivision by the Town to correct any deviation to the grading plans at the expense of the Transferee.
  - ii. The Transferee agrees that he will obtain a grading certificate(s) from the Consulting Engineer approving the grading of the Lands.
- e. **Roof Drains – Lot Drainage:**
- i. The Transferee covenants and agrees to discharge all roof drains to the surface onto concrete splash pads as required by the Town.
  - ii. All drainage requirements for any part of the Lands are the responsibility of the Owner and successors in title from time to time, and not of the Town, and no claim shall be made against the Town with respect to drainage.
  - iii. No drains, channels, ditches or swales established under the Subdivision Agreement with respect to the Lands, including any interior drainage within any part of the Lands, may be clogged, filled, altered, or in any way obstructed or removed without the consent of the Municipal Engineer. If any person or corporation shall at any time clog, fill, alter, obstruct or remove any drains, channel, ditch or swale established for the purpose of drainage in any part of the Lands, including interior drainage within any part of the Lands, in addition to the rights of any other person, the town may, upon written notice to the Owner of the part of the Lands upon which the breach has occurred, enter upon the respective part of the Lands and remove any obstruction or re-establish any drain,

channel, ditch or swale, and the cost to the Town in performing such work will be charged against the Owner(s) of the part(s) of the Lands upon which the breach occurred, and may be collected as taxes therefore.

- iv. No building or structure will be erected on any part of the Lands, except in accordance with a site, grading and elevation plan prepared by the Owner's engineer and approved by the Municipal Engineer, which plan shall show sufficient detail to prove that the respective part of the Lands will drain satisfactorily and conform to the drainage scheme of the Lands.
- v. No part of the Lands shall be filled, cut or encumbered in any way so that its drainage or the drainage of any other part of the Lands is interfered with, and the approved grading plan shall be adhered to in every case, but nothing herein prevents any Owner from making changes in grades, levels, etc. in accordance with the revised site, grade and elevation plans approved by the Municipal Engineer.
- vi. The Owner shall, on the sale of each part of the lands, reserve the right of entry thereon for the purpose of completing all drainage work or other work as required by the Subdivision Agreement, until such time as the Town assumes, for all purposes, the works required under the Subdivision Agreement, and any Current Owner agrees to provide to the Town, if required, access to the said Lands to complete any drainage works as provided in the Subdivision Agreement.

f. **Setbacks – Front Yard and Side Yard:**

- i. Variety in dwelling setback from the street is encouraged wherever feasible to provide visual relief in the streetscape. Minimum setback requirements are:
  - (1) Front yard setback = 17.5 metres from the centerline of the road allowance. If an attached car garage is provided, the minimum front yard setback shall be 14.5 metres, from the centerline of the road for a maximum of 50% of the lot frontage. The remainder of the lot shall meet the 17.5 metre front yard. . The minimum side yard setback on one side shall be 5.4 metres. The remainder of the lot shall meet the 17.5 metre front yard.

- (2) Side yard setbacks = 2.0 metres. If the lot is a corner lot and has a side yard exterior to the street, then the set back must be 16 metres from the centerline of the road.
  - (3) Rear yard setbacks must be 9 metres from the property line.
  - (4) Ancillary structures, such as cabanas, garden sheds etc. must be set back 3 metres from property lines. No ancillary structures are allowed in front yards.
- ii. Increases in setbacks will be encouraged for dwellings on the outside of street elbows and curves and at the top of T intersections unless constrained by lot depth.
  - iii. TWC shall have final approval on all sitings of buildings within the approved building envelope so as to protect view corridors.
  - iv. All setbacks are subject to local and regional setbacks in cases where it may exceed these control standards.

**g. Building Landscape and other Regulations:**

**i. Architectural/Site Plans:**

No building, as defined in the Ontario Building Code Act as amended, shall be extra be erected or constructed on any Lot, unless:

- (1) The location thereof and a site plan showing all existing and finished grades, all areas to be landscaped, driveways and parking areas have been approved by TWC in writing such approval not be unreasonably withheld, all of which shall be compatible with the natural topography, trees, landscape and the preservation of the natural and built amenities of the Plan of Subdivision and adjacent lands;
- (2) All relevant conditions of the Subdivision Agreement required to complied with prior the commencement of erection or construction have been complied with;

- (3) A permit has been issued by the Chief Building Official for the Town to allow the erection or construction of the building including all relevant service systems appurtenant thereto;
- (4) All plans must be prepared by a certified architect, or architect technologist;
- (5) Each building shall be designed in accordance with the design guidelines contained herein; and
- (6) TWC shall have its architect review all plans prior to final submission to the Town for building permit. TWC reserves the right to have the Owner make modifications to the plans in accordance with the design guidelines contained herein.

**h. Driveways:**

- i. The Preferred materials for driveways are natural looking concrete or stone pavers, or crushed granular driveways, preferably with natural stone or concrete paver borders or edging. Asphalt, exposed aggregate concrete, and stamped concrete driveways are also acceptable. The slope of the driveway between the garage and the street is to be kept to a minimum wherever possible and in accordance with municipal standards.
- ii. The Purchaser is responsible for paving all driveway approaches and driveway aprons.

**i. Fencing:**

- i. Fencing of property lines is discouraged, but will be permitted where required for pool enclosures or for purposes of pet control. No frost or wire fencing, or solid wood fencing is allowed.
- ii. Pool enclosures must comply with municipal standards and shall be decorative iron fencing materials. The intention is to make the fences recede visually.
- iii. On property lines bordering the 'Georgian Trail', farm fencing will be permitted.

- iv. Properties may be divided with natural/living landscape materials.
- v. The Owner covenants and agrees not to place any hedge, fence, structure, clothesline or obstruction on the Lot except where required or permitted by the Town and the Trail Woods Corporation.
- vi. No hedge, fence or other structure exceeding three (3) feet in height on any corner lot may be permitted within a site triangle often (10) metres, measured along each property line from the lot corner adjacent to the intersections; provided, however, that this shall not prevent the construction of any building that complies with the relevant set back requirements of the zoning by-laws.

j. **Landscape Lighting:**

- i. Landscape lighting should comprise a mixture of up-lighting, and accent lighting.
- ii. The use of low voltage, hooded fixtures is encouraged.
- iii. The intent of landscape lighting is to provide for safety and convenience, aesthetic enhancement of property and residence, and consideration of neighbours.

k. **Landscaping:**

- i. Soft landscaping materials will be a variety of indigenous plants.
- ii. Preferred materials for hard landscaping will be natural stone.
- iii. Where possible, Owners are encouraged to maintain view corridors. For example: from the street or adjoining lots to the lake/landscaped vistas.
- iv. Surface drainage off of the property will be reviewed to take the neighbours' properties into consideration.
- v. Tree Preservation – no living trees in excess of 7.5 centimetres (3 inches) in diameter, measured one meter above the average surrounding grade, may be cut or removed from the lot, except in respect of driveways or

within 2 meters of the exterior boundaries of the building or deck pursuant to a valid building permit, without the Trail Woods Corporation, or in the absence thereof, Town approval. (This prohibition does not preclude the removal of dead or dying portions of such trees). Native trees and plants related to the soil conditions are recommended and irrigation should be limited as much as possible. The front yard should have a natural effect.

- vi. Landscaping shall be completed within twelve (12) months of issuance of an occupancy certificate. The Owner and TWC shall complete their respective landscape work within twelve (12) months of completion of the residence.
- vii. The Transferee covenants and agrees:
  - (1) After construction of a building on a Lot has been substantially completed, to fully comply with the provisions of the Subdivision Agreement;
  - (2) To complete and install all internal lot landscaping and all grading matters including but not limited to retaining walls and/or slope stability works as may be required for the Lot and also obtain certification from the Consulting Engineer for these works; and
  - (3) No to cut down or remove any living tree from the Lot other than those standing on the site of the dwelling unit or driveway to be constructed on a Lot without the prior written consent of the Trail Woods Corporation and the Town.
- viii. The Owner shall be responsible for the maintenance and care of the trees required for its Lot(s) in accordance with the provisions of the Subdivision Agreement.

**I. Trash Containers:**

The Transferee covenants and agrees that trash containers shall be designed and constructed so as not to be accessible to wildlife. Such containers shall be portable and placed at the curb on garbage collection days. Permanent curbside trash containers shall not be permitted.



m. **HVAC Units:**

The Transferee covenants and agrees that air conditioning and/or heating units shall not be located in any area of the Lands except in such areas where noise from such units is not a nuisance to adjacent Owners. The Transferee further covenants and agrees that no window or wall air conditioning and/or heating units shall be allowed.

5. **ARCHITECTURAL DESIGN GUIDELINES:**

a. **Design Guidelines:**

The Transferee covenants and agrees that no building construction, construction of structures and/or exterior renovation shall be done on the Lands except such building construction, construction of ancillary structures and/or renovation done in accordance with plans and specifications approved by TWC. TWC may establish guidelines from time to time which will take into account the following:

b. **ELEVATIONS AND MASSING**

- i. A variety of traditional massing forms are encouraged.
- ii. A greater proportion of wall openings for windows, doors, Porches, etc. are encouraged on elevations exposed to public view.
- iii. Main volumes of the residences are encouraged to be augmented with the appearance of smaller volumes added.
- iv. Projections from the main volume are encouraged in order to add interest and character to the massing and rooflines of the residences.
- v. A composition with a variety of massing and different materials for different volumes is encouraged.
- vi. Limit building heights to reflect traditional residential architecture and to create a harmonious scale.
- vii. Unless the existing grade will not permit it, the ground floor Elevation should not exceed 3 feet above grade.

- viii. Limit uninterrupted straight wall lengths to 30 feet for the short wall and 45 feet for the longer wall. Step the wall in or use projection such as chimneys or bay windows to avoid long walls.
- ix. The composition of volumes must be considered from the large scale elements (main body and extensions) to the medium scale (dormers and bay windows) and finally to the small scale (monitors, cupolas) in order to create a well proportioned and harmonious scale.
- x. Consider proposed or existing massing of any adjacent home and create complimentary and varied compositions.
- xi. Overall size of the home should complement the reflective lot size and not appear oversized (see Lot and Landscape Guidelines). Minimum size for bungalow footprints shall be no smaller than 1650 Sq. Ft. with an attached or detached 2-car garage and the minimum size for 1 1/2 or 2 storey plans shall be 2400 Sq. Ft. with a minimum 2-car garage. (Garages are not included in the total square footage)

c. **ROOF LINES**

- i. Roof forms are to be an integral part of the architecture. A variety of roof types and forms is encouraged.
- ii. Bungalows are to have a minimum pitch of 8:12 to assist in massing compatibility with 2 story dwellings. Main roofs are to have a minimum pitch of 6:12 for 2-story homes, with a variety of steeper side slopes being encouraged. Roof embellishments such as gables, dormers and shed dormers are encouraged. In order to diversify the roof-scape, gables and dormers within the main roof should have pitches steeper than the main roof pitch or steeper is encouraged.
- iii. All roof vent stacks, gas flues and ventilation hardware should be located on the rear slope of the roof where possible, and must be painted out to match the roof colour.
- iv. Skylights, if used, should be discreetly located on the rear side of the roof and they must have a flat profile.
- v. Vary roof heights to reflect different building widths and levels.

- vi. All flashings must be pre-finished or painted.
- vii. All soffits must be a minimum width of 18 inches from the exterior wall. All soffits should be constructed of wood or vinyl bead board. Pre-finished metal is discouraged. Large soffits, over decks and porches should be constructed of natural material such as tongue and groove pine or painted plywood.
- viii. All fascias are to be constructed of wood. Pre-finished metal fascias will be allowed behind fascias with eave troughs.

d. **MAIN ENTRANCES**

- i. The main entrances should be the focal point of the dwelling and should be visible from the street.
- ii. Where entries are not directly visible from the street, a strong entry element such as a portico or covered porch along with sufficient ground level fenestration is required.
- iii. A variety of front door styles is encouraged including those with transoms and side lights.
- iv. Double entry door systems are not encouraged.
- v. Solid wood, composite and fiberglass doors that are stained or painted are preferred over metal doors.

e. **EXTERIOR DOORS**

- i. Exterior doors, other than the main entrance may be of insulated metal composition.
- ii. Locations for exterior doors should be protected against wind and accumulated snow. They are best located under large overhangs or well-designed porches.
- iii. Sliding patio doors are permitted on rear elevations. Swinging Double French doors are encouraged.

f. **WINDOWS**

- i. Ample fenestration in keeping with the architectural style of the home is required.

- ii. A variety of bay window styles is encouraged, and large windows are encouraged at principal rooms or great rooms.
- iii. If windows and doors are set into siding, a minimum width of 4 inch casing is required.
- iv. If shutters are used, they should be equal in width to one half the window opening.
- v. Windows with mullion bars are to be true divided. Dividers placed between the panes of thermo paned units will also be allowed.
- vi. Windows should be rectangular in form with height exceeding width.
- vii. Only double hung casement or fixed windows made of wood, wood with a pre-painted aluminum exterior cladding and quality vinyl will be permitted. Fixed windows shall not differentiate from opening windows.
- viii. Glass block windows are not permitted.
- ix. Basement windows in window wells should not be high enough to be seen from the street. Berms and landscaping are to shield them from view. Materials and proportions for basement windows are less restrictive but should be of good quality.
- x. Front bay windows are not to exceed 12 feet in width. They should not be the full width of the wall they are attached to, and may be either rectangular or semi-octagonal in plan.

g. **CHIMNEYS AND CUPOLAS**

- i. Chimneys represent warmth and stability and are encouraged in the design. Chimneys must be faced with clay brick or stone. Materials must be compatible with the wall material.

h. **TRIM AND STONE DETAILING**

- i. A variety of trim detailing characteristic to be architectural style is encouraged. Frieze boards, surrounds, post and beam detailing, gable posts, brackets, finials, etc are all examples of types of permitted wood trim.

- ii. Where a single façade contains more than one siding type, a trim band must separate them.
- iii. Diverse stone detailing treatments characteristic of the architectural style of the house will be encouraged. These include splayed and arched lintels and headers, pilasters, decorative banding, belt coursing, shoulder coursing and base corbelling.

i. **EXTERIOR MATERIALS AND COLOURS**

- i. Wood siding and stone masonry are the primary building materials.
- ii. Prefinished wood siding as manufactured by Cape Cod and Mibec are approved products. Manufactured siding and panels by James Hardie are also suitable.
- iii. “Cultured Stone” as manufactured by Owens Corning may be used as a substitute to natural stone masonry.
- iv. Factory finished wood siding in shiplap or board and batten arrangements are preferred. Shingle siding is appropriate as long as the material is wood or ‘wood like’ in appearance.
- v. Use of stucco should be limited. A stucco home will not be permitted.
- vi. A variety of colour packages will be suggested by the developer. The same colour package will be discouraged on homes that are side by side or on the same side of the street. Identical colour packages shall be separated by at least two other lots.
- vii. Material colours within each colour package shall be compatible. Jarring contrasts and the use of strong primary colours shall be avoided.
- viii. Soffits, eaves, fascia and frieze boards shall be the same colour within the individual colour package. Where siding is used as a main cladding material, corner trim and window/door casings should be a complimentary colour.
- ix. There shall not be any brick, metal siding, plastic siding or other non-natural product used on the exterior face of any home.

- x. Roofing materials will be cedar shakes, cedar shingles, recycled rubber slate, slate, upgraded 25 year asphalt shingles or metal standing seam. Use of metal roofs should be limited to porch, bay windows and dormer roofs.
- xi. Colours of roofing should harmonize with those of the building and surrounding buildings.
- xii. Garage door colours should be subdued allowing the front door and shutter colours to be dominate.
- xii. Flashings are to be painted out to match the roof or adjacent wall cladding colour.

j. **GARAGES**

- i. Minimizing the impact of the garage on the streetscape is fundamental to the design objectives of these guidelines.
- ii. Garages shall not dominate the massing of the building. They should be complimentary to the character and quality of the home.
- iii. Particular attention to design and detail of a garage if it sits on a corner lot or other location subject to high exposure. Additional fenestration, addition of gables and trim detailing might be necessary.
- iv. Two-car garages shall have the doors separated by a pier. Double car garage doors will not be allowed.
- v. Garage doors facing the front of the lot shall not protrude further than the front entry to the home. If the garage is in front of the home, the doors should be designed at right angles to the main entrance.
- vi. Detached garages behind the houses are allowed. Materials used shall compliment those used on the house.
- vii. Garage doors shall be sectional roll-up doors. Wooden panels with glazed top panels are encouraged.
- viii. The image of the garage doors should be that of a traditional door used in the carriage house of early Ontario. Of similar quality and design as Barmac of Royal Doors.

k. **FOUNDATION WALLS**

- i. Cladding materials should be extended to a maximum of 8 inches from the finished grade.
- ii. Exposed arrears of a block foundation wall must be parged.
- iii. Stone veneer along a sloping grade must be check-stepped in order that no more than 8 inches of the foundation wall is exposed at any place.

l. **DECKS AND TERRACES**

- i. Grade level stone terraces are preferred to decks.
- ii. Decking materials are to be of cedar lumber or stained pressure treated lumber.

m. **PORCHES AND BALCONIES**

- i. Porches are to be large and usable. They are to be at least 6 feet in depth and one story in height.
- ii. A covered porch or portico is encouraged on all homes. Covered porches are to have an exposed frieze beam at the top on the supporting columns.
- iii. Columns are to be consistent with the character of the house and have a minimum width of 8 inches.
- iv. The base of all porches should be wood clad to cover foundation materials.
- v. Tapered wood columns, wood columns on tapered stone bases are encouraged.
- vi. Railings and pickets are to be compatible in style, material and colour with the principal dwelling.
- vii. Railings are to be attached to the column or wrapped around the outside of the column.
- viii. Balconies are to be designed so that they are integral to the architecture of the home. Protruding balconies beyond an outside wall are discouraged.

**6. OTHER:**

**a. Recreational Amenities:**

The Transferee covenants and agrees that no swimming pool shall be erected, installed, located or placed on the Lands other than an in-ground swimming pool.

**b. Vehicles:**

The Transferee covenants and agrees that, with the exception of bicycles, motorcycles, and family-type non commercial automobiles, no vehicle of any kind shall be parked or stored on the Lands except on driveways forming part of a dwelling unit or inside an enclosed garage. For greater certainty, no carts, trucks, snowmobiles, motor homes, trailers, boats, racing cars or commercial equipment shall be parked or stored on any street.

**d. Installations:**

i. The Transferee covenants and agrees that no visible television antenna, radio antenna or satellite dish over one metre ( .6 m) in diameter shall be erected, installed, located or placed on any part of the Lands.

ii. The Transferee covenants and agrees that no visible structure, mast or flagpole over two metres (2 m) in height shall be erected, installed, located or placed on any part of the Lands.

iii. The Transferee covenants and agrees that no windmill or similar structure nor outside clothesline or other outside clothes drying facility shall be erected, installed, located or placed on any part of the Lands.

**7. MISCELLANEOUS:**

a. The use of the masculine gender in this document shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, wherever the context so requires.



- b. The invalidity in whole or in part of any of the Conditions and Restrictions shall not affect the validity of the other Conditions and Restrictions or remaining portion of the Conditions and Restrictions herein contained.
- c. The intent that the burden of these Conditions and Restrictions shall be annexed to and run with each and every part of the Lands to and including the Expiry Date and to the intent that the benefit of these Conditions and Restriction shall be appurtenant to and run with each and every part of the Lands and each Owner from time to time shall not erect, place, fix or do nor permit the erection, placement, fixation or doing upon the Lands, or any part thereof, any act or conduct which would constitute a breach or violation or would otherwise be contrary to the fair meaning of the said stipulations, conditions, restrictions and provisions set forth herein.
- d. No omission by any Owner to enforce the strict performance of any of the Conditions and Restrictions shall operate as a waiver of any such covenants and no waiver by any Owner of the strict performance of any of the Covenants shall, of itself, constitute a waiver of any previous or subsequent breach of such covenants or any other covenant set out herein.