

SCHEDULE "B"

Covenants and Deed Restrictions

COMMUNITY PRINCIPLES

These Covenants are, firstly, intended to result in an elegant resort community setting which complements existing natural amenities as well as existing and planned recreational opportunities.

The Covenants are, secondly, intended to ensure the development of a residential / recreational community with a unique identity, character and quality, which easily relates to the natural environment. This uniqueness will be achieved through the careful development, control and implementation of architecture, streetscapes and landscapes.

Thirdly, attention is to be paid to individual privacy and neighbourhood compatibility through the successful blending of structures within the streetscape / landscape.

1. DEFINITIONS

- (a) "Association" means Historic Snowbridge Residents Association, a non-profit corporation without share capital.
- (b) "County" means the County of Grey, Ontario.
- (c) "Covenants" means, collectively, the restrictions, covenants and obligations set out herein.
- (d) "Golf Course" means those lands on which Monterra Golf Course, in The Town of the Blue Mountains, Ontario, is located.
- (e) "Golf Course Covenants" means, collectively, the restrictions, covenants and obligations set out herein that are with reference to and affect or benefit the Golf Course.
- (f) "Governing Body" means WDC until such time as WDC has relinquished control of the Association pursuant to the constating documents of the Association, and means the Association after the time that WDC has relinquished control of the Association.
- (g) "Lands" means all of the Lots, Blocks and condominium lands within the development known as Historic Snowbridge, being Part of Lots 17 and 18, Concession 1, Town of The Blue Mountains (formerly the Township of Collingwood), County of Grey, designated as Parts 3, 10 and 11, Plan 16R-3495.
- (h) "Lots" means: (a) the Lots or Blocks designated on a Plan of Subdivision and "Lot" means any one of such Lots.
- (i) "Owners" means, collectively, the owners of the Lots and Units from time to time, and "Owner" means any one of such Owners.
- (j) "Plan of Subdivision" means a plan of subdivision now or hereafter registered against title to any part of the Lands.
- (k) "Services" means utilities and other improvements including streets, sidewalks, curbs, water, sanitary and storm sewer, gas, electricity, public lighting, telephone and cable.
- (l) "Shared Facilities Agreement" means the agreement dated as of the 15th day of December, 1999 between WDC, as the owner of the Lots and Blocks, and the Association, registered on June 13, 2000 as Instrument No. 422687.
- (m) "Town" means The Corporation of the Town of the Blue Mountains, located in the County of Grey, Ontario.

- (n) "Transferee" means, with respect to a Lot or a Unit, the owner or owners thereof from time to time, and, with respect to any part of the Lands within a registered plan of condominium (other than the Units), the condominium corporation (who shall for the purposes hereof be deemed to be the owner thereof).
- (o) "Transferor" means the transferor from time to time of any Lots or Unit.
- (p) "Units" means the condominium units with a plan of condominium registered against title to any part of the Lands and "Unit" means any one of such Units.
- (q) "WDC" means Westbrook Development Corporation.

2. GENERAL

(a) Lands:

- (i) Subject to the time limitation as hereinafter set out, the Covenants set out herein shall be annexed to and shall run with the Lands and every part thereof.
- (ii) The Covenants 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), condominium unit(s) or block(s) comprising any part of the Lands from time to time (an "Owner") shall be able to enforce said Covenants against any other Owner from time to time, the intention being that the Covenants shall constitute a building scheme within the Lands.
- (iii) The Golf Course Covenants shall be appurtenant to and be for the benefit of each and every part of the Golf Course.

(b) Term:

The Covenants 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 Plan of Subdivision; and,
- (ii) the date on which the Owners shall unanimously agree by written memorandum to cancel the Covenants, provided a minimum period of 20 years has lapsed since the date of registration of the Plan of Subdivision.

(c) Covenant to Observe Restrictions:

Each Transferee covenants and agrees on behalf of himself and his successors in title with WDC, 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 Covenants 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 Covenants herein set forth. Each Transferee covenants and agrees on behalf of himself and his successors in title with the owner from time to time of the Golf Course and all parts thereof that the Transferee and his successors and assigns and successors in title from time to time will observe and comply with each of the Golf Course Covenants.

(d) Residents Association:

Owners of residential units within the Lands are automatically members of the Association for the period of time during which they own their residence, with the covenants, duties, rights, obligations and privileges of the Transferee with respect thereto being set out in the constating documents of the Association and in the Shared Facilities Agreement.

3. PROPERTY STANDARDS

(a) Conformity to Municipal Regulations:

The Transferee:

- (i) acknowledges that he is aware that the Town and possibly other applicable governmental authorities (the "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; and
- (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 or otherwise, and whether they are in effect at the date hereof or at the commencement of building operations or subsequently put into effect.

(b) Occupancy:

The Transferee covenants and agrees that no dwelling constructed on the Lands shall be occupied contrary to the applicable provisions, regulations, restrictions, laws and by-laws of the Town or the Authorities.

(c) Trees:

The Transferee covenants and agrees that no tree which has a circumference greater than fifteen centimetres (15 cm) measured at one hundred and fifty centimetres (150 cm) above the ground, shall be cut down or removed from the Lands, including those trees standing within an area to be excavated for the erection of a dwelling unit thereon, without the consent of the Governing Body. WDC reserves the right to relocate any tree that must be cut down or removed to any other lands owned by WDC.

(d) Easements:

- (i) The Transferee acknowledges that easements may have been granted over parts of the Lands for installation and maintenance of utilities and for drainage facilities, including, without limitation, easements over parts of the Lands for utilities, telecommunications, cable television, gas or electricity. The Transferee covenants and agrees that no structure, planting, fill or other material shall be placed or permitted to remain which may interfere with the aforesaid easements.
- (ii) The Transferee covenants and agrees that, unless modified with the permission of the Town, the slope, grade and elevation of the ground surface within any easement as shown on the most recent plans registered with the Town shall not be modified in any manner which might interfere with drainage of surface waters.
- (iii) The Transferee covenants and agrees that if any fence, hedge, wall or landscaping is permitted within the aforesaid easement areas, and subsequently has to be removed for maintenance purposes, such removal and replacement shall be at the Transferee's expense.

(e) Underground Utilities:

The Transferee covenants and agrees that no permanent utility or lead-in wires, including but not limited to electrical lines, cable television lines, telephone lines and water and sewage lines, located within the Lands shall be located above ground.

(f) **Maintenance:**

The Transferee covenants and agrees that:

- (i) the Lands will not become unsightly by the accumulation of garbage, debris or builders' waste prior to and during building operations on the Lands;
- (ii) garbage, debris or builder's waste will not be allowed to be blown or washed from the Lands;
- (iii) garbage, debris or builder's waste will be removed or kept deposited in refuse containers which are emptied on a regular basis and as is required;
- (iv) the lawn on the Lands will be cut regularly so that it is in conformity with the surrounding properties and the overall development within the Lands; and
- (v) the Lands will be kept in compliance with municipal standards governing property appearance, including control over noxious weeds.

(g) **Building Materials:**

The Transferee covenants and agrees that no building materials (including clean fill material) shall be stored on the Lands, other than building materials in connection with the installation of Services or landscaping materials in connection with the immediate improvement of the Lands.

(h) **Temporary Structures:**

The Transferee covenants and agrees that no structure of a temporary character, including, without limitation, a trailer, a house-trailer, a mobile home, a modular home, a tent, a shack, a garage, a barn, a garden shed or other out-building, shall be constructed, installed or used on the Lands at any time either temporarily or permanently, except for structures permitted by the Governing Body.

(i) **Signs:**

The Transferee covenants and agrees that no sign of any kind including, without limitation, displays, posters, billboards, notices or advertising material shall be displayed to the public view on the Lands, except a standard "for sale" sign of a size and in a form approved by the Governing Body.

(j) **Residential Lot Grading:**

The Transferee acknowledges, covenants and agrees that surface grades and drainage will be established on plans approved by the Town and once established, the grades and surface drainage on the Lands shall not be altered nor shall any filling be done so as to adversely affect the drainage of the adjacent parts of the Lands, the Golf Course or other lands.

(k) **Pets:**

No horses, livestock or other animals or birds shall be kept on the Lands, other than household pets normally permitted in private homes in urban residential areas, provided they are not kept, bred or maintained for any commercial purpose and do not become a nuisance.

4. **SITE PLAN STANDARDS**

(a) **Building and Development Locations:**

The Transferee covenants and agrees that no building, structure or other improvements shall be constructed on any part of the Lands abutting the Golf Course except within building and development envelopes approved by the Vendor. Building and development envelopes shall be determined, described and submitted to

the owner of the Golf Course on a plan at a scale of no smaller than one to 500 (1:500).

(b) Ancillary Structures:

The Transferee covenants and agrees that no other structure or improvement ancillary to the dwelling units (except landscape planting) such as, but not limited to, swimming pools and recreational areas, shall be constructed or located in front of the front wall of such dwelling unit, nor nearer to the side lot line than the limits permitted for the dwelling unit nor nearer to the rear lot line than nine metres (9m).

(c) Driveways:

With respect to the Lots, the Transferee covenants and agrees that individual driveway widths on any Lot shall not be greater than the lesser of five and four tenths metres (5.4 m) or the width of the garage on the Lot, and the surface areas of driveways and parking areas shall not be constructed of any material other than asphalt, concrete, unit pavers or cobbles.

(d) Fencing:

For the Lands abutting the Golf Course, the Transferee covenants and agrees that no fences shall be constructed on the Lands abutting the Golf Course other than around permitted swimming pools and said fences shall not be constructed of any material other than wrought iron, wood or the same materials as the major exterior walls of the dwelling unit and be of a matching colour, and shall be in compliance with any municipal by-laws, and planting shall be used to soften the appearance of fencing.

(e) Lighting:

The Transferee covenants and agrees that outdoor lighting shall not be in any area of the Lands except in areas of pedestrian activity or vehicular traffic and shall be of an indirect nature and either white or pale yellow, with coloured lighting being permitted at Christmas only.

(f) Noise:

The Transferee covenants and agrees that noise (including noise from radios, televisions, tools, equipment or any other thing that creates noise) shall not interfere with the quiet enjoyment of or normal activities carried on by adjacent Owners except if such noise is permitted by the Governing Body or if such noise is permitted noise (as hereinafter defined). Subject to the Town and other Authorities' regulations, permitted noise includes: (A) noise created by the construction, renovation, or maintenance and repair of a dwelling unit; and (B) noise created by landscaping and grounds maintenance. Notwithstanding the foregoing, the Transferee covenants and agrees that permitted noise cannot be generated: (1) between the hours of 8:00 p.m. and 7:00 a.m. Monday to Friday; and (2) between the hours of 6:00 p.m. and 10:00 a.m. Saturday and Sunday and legislated holidays.

(g) Storage Areas:

The Transferee covenants and agrees that trash containers, utility tanks and tools and equipment shall not be stored on the Lands except in designated storage areas, with access thereto being screened from public view and from adjacent Owners and shall be integrated with the dwelling unit.

(h) Trash containers:

The Transferee covenants and agrees that trash containers shall be designed and constructed so as not to be accessible to wildlife.

(i) 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 STANDARDS

(a) Design Guidelines:

The Transferee covenants and agrees that no building construction, construction of ancillary 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 the Governing Body. The Governing Body may establish design guidelines from time to time which will take into account the following:

- (i) The architectural theme is rural elegance that establishes compatibility between buildings, the streetscape and the natural environment (as exemplified in early Ontario Victorian architecture). Advantage should be taken of the open space created by the existing golf course, newly created parks / recreation facilities and the natural open spaces that encompass the hazard lands. Residential areas will blend structures and landscape respecting natural land forms and existing vegetation; No exterior renovations to the dwelling units constructed on the Lands shall be permitted unless same is in conformity to the established design theme of early Ontario Victorian architecture.
- (ii) In developing plans and specifications for dwelling units on the Lands the Transferee shall consider the dwelling unit design and location in relation to dwelling units on surrounding parts of the Lands so as to ensure that appropriate spacing of similar designs and juxtaposition of dwelling units is maintained. This shall be a principal design criteria.
- (iii) The dwelling units on the Lands shall be maintained and conform with the established design style and theme of "early Ontario Victorian architecture".

(b) Roof:

The Transferee covenants and agrees that all major roofs shall not have a pitch less than 7:12 and shall not be of any type other than either gable or hip roofs or, in the case of a secondary roof, a flat roof. The Transferee further covenants and agrees that no roof materials shall be used other than slate, cedar shingles, cedar shakes, metal, or asphalt shingles in colours compatible with early Ontario Victorian architecture.

(c) Roof Penetrations:

The Transferee covenants and agrees that galvanized pipe chimney flues shall not be exposed and that roof projections shall not be permitted unless concealed by enclosing them in forms compatible with the balance of the structure and that exposed roof vents shall not be permitted unless primed and painted in a colour matching the roof mass.

(d) Building Heights:

The Transferee covenants and agrees that building heights shall comply with municipal zoning height restrictions.

(e) Exterior Walls:

The Transferee covenants and agrees that foundation walls shall not be exposed for more than fifteen centimetres (15 cm) in a vertical direction unless faced with permitted materials for exterior walls, which permitted materials are the following:

- (i) brick in muted red or tan colours;

- (ii) factory finished wood siding in white or in muted shades of blue, gray, green or brown;
- (iii) plaster, stucco or drivit in off white colours, not to exceed 20% of the surface area of any one elevation; and
- (iv) ashlar cut stone or random cut rubble stone; and

The Transferee further covenants and agrees that no exterior trim shall be used other than exterior trim that relates to other building materials and provided that the finish shall be stained, painted or clad in compatible colours and no vents projecting out of or set into any wall shall be used unless such vents match the wall mass or trim in colour.

(f) Windows:

The Transferee covenants and agrees that no above-grade operating windows shall be used unless such windows are either casement, awning, single or double hung and provided that sliders shall not be used and that the headers and sills, if used, shall be consistent with wall materials and colour. The Transferee further covenants and agrees that there shall be no basement windows visible from less than a height of 200 hundred centimetres (200 cm) above the streets and sidewalks, provided that the use of berms and year-round landscaping are permitted to shield such basement windows from view. The Transferee further covenants and agrees that all windows shall not be mirrored or tinted, provided that double or triple glazed windows shall be permitted, and that fixed windows shall not differentiate from opening windows. Window shapes and mullions must be consistent with early Ontario Victorian architecture. Shutters are to be compatible with the windows they are adjacent to and coloured to match the trim.

(g) Garages:

The Transferee covenants and agrees that no carports shall not be constructed on any part of the Lands. The Transferee further covenants and agrees that the face of the garage is no more than 2 m forward from the dominant front wall of the dwelling unit. Garage door styles will correspond as closely as possible to appropriate Victorian precedents.

6. LANDSCAPING

(a) Landscaping Guidelines:

The Transferee covenants and agrees that no landscaping, including the grading of the Lands, shall be permitted unless same follows the following guidelines:

- (i) Landscape design shall be compatible with the surrounding rural environment respecting natural landforms and existing vegetation and related to both the Golf Course and the adjacent parts of the Lands;
- (ii) Plant material shall be used in order to maintain character and provide year round colour, texture and visual interest using both deciduous and coniferous materials;
- (iii) Contoured landforms and gently sloped earth mounds situated adjacent to the Golf Course shall be restricted to two (2') to three (3') feet in height but shall be permitted and encouraged provided same do not interfere with grading.
- (iv) Landscape design should enhance the Golf Course setting by filtering and directing views of the Golf Course and shall ensure that views of the Golf Course from adjacent properties are not blocked.
- (v) Hedging and dense linear plantings are not permitted.
- (vi) No garden, other than a flower or landscape garden, shall be located on any part of the Lands adjacent to the Golf Course.

7. OTHER

(a) Recreational Amenities:

- (i) 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.
- (ii) The Transferee covenants and agrees that no basketball courts, backboards, volleyball nets, or other recreational equipment or activities which results in, or promotes, undue noise and/or distraction which affects or interferes with golfers playing on the Golf Course shall be erected, installed, located or placed on any part of the Lands adjacent to the Golf Course.
- (iii) The Transferee covenants and agrees that no tennis court shall be constructed on the Lands.

(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 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 private or public street or on any part of the Lands, except within an enclosed garage.

(c) Installations:

- (i) The Transferee covenants and agrees that no visible television antenna, radio antenna or satellite dish over six tenths of a metre (0.6 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. Notwithstanding the foregoing, no flags shall be permitted on any part of the Lands abutting the Golf Course.
- (iii) The Transferee covenants and agrees that no windmill or similar structure nor an awning, shade, patio cover, patio enclosure (other than those constructed at the same time as the dwelling unit), heating equipment, outside clothesline or other outside clothes drying facility shall be erected, installed, located or placed on any part of the Lands.

(d) Proximity to Golf Course Lands:

The Transferee acknowledges that the Lands may be situated adjacent to, or in close proximity to, a golf course and that certain hazards may exist as a result thereof, including, without limitation, errant golf balls, golfers and golf carts which may enter the Lands at any time and cause damage thereto, damage to the improvements thereon (including the breaking of windows), damage to the objects thereon and injury to the persons thereon. The Transferee hereby agrees, on behalf of itself and its successors, assigns and successors in title, not to make a claim or demand against the owners of the golf course or the Transferor or any other person, or their respective successors and assigns, with respect to any damages or losses suffered by the Transferee or caused to the Lands by users of said golf course, as a result of, or from, trespass, nuisance, property damage, personal injury or for any other reason or cause. The Transferee further agrees not to damage the golf course or interfere with the golf course for its intended uses. The Transferee also specifically acknowledges that maintenance of the golf course is performed as early as 5:30 a.m. and that tractors and other equipment may cause noise from that hour on.

(e) No Objections:

The Transferee agrees not to oppose or object to, whether before the primary approving agency or before any body on appeal or reference, any Official Plan

Amendments or draft plan of subdivision, condominium or rezoning, committee of adjustment or land division committee applications or to any other applications to governing bodies or authorities of any kind whatsoever, brought by WDC or others and/or its affiliated or related corporations with regard to any approval, development or redevelopment of lands which abut or which are located in the vicinity of the lands sold herein or any part thereof including the property commonly known as the Village Core Lands provided that such amendments or applications, if granted, would not destroy the integrity of the existing and proposed development of the lands acquired by the Transferee. The Transferee covenants and agrees not to oppose or object to any construction on such lands, nor claim such construction and/or the resultant noise, dust or vibration as an inconvenience or nuisance or any obstacle or impediment to the development of its own lands and the Transferee hereby waives any right which it may have, or obtain, to make a claim for damages or injuries or otherwise arising from such matters.

8. VARIANCES AND MODIFICATIONS TO COVENANTS

Subject as hereinafter provided, Owners can apply to the Governing Body for waivers, variances or modifications to these Covenants. The Governing Body will be the sole arbiter of each issue related to these Covenants for all properties within the Lands and any decision to amend, modify or waive any of the Covenants shall be in the sole and absolute discretion of the Governing Body. Amendments, modifications or waivers for any of the Golf Course Covenants shall also require the consent of the then owner of the Golf Course.

9. APPROVALS

- (i) No beneficial party hereto is responsible for providing any consents other than as relates to itself and it is the responsibility of the party seeking such consents and approvals to obtain the required consents and approvals from the appropriate party.
- (ii) Where consents and approvals are required, the party responsible for providing such must respond within ten (10) business days to the party seeking consent, describing the action being taken. Failure to respond within such ten (10) business day period will result in consent being deemed to have been denied.
- (iii) The person applying for a consent or approval from the Governing Body shall reimburse the Governing Body for its out-of-pocket expenses in providing such consent or approval (including, without limitation, the fees charged by a consulting architect and/or enquiries in approving plans and specifications). Payment of such expenses shall be a condition of any consent or approval given by the Governing Body.

10. 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 including the plural, wherever the context so requires.
- (b) The invalidity in whole or in part of any of the Covenants shall not affect the validity of the other Covenants or remaining portion of the Covenants herein contained.
- (c) To the intent that the burden of these restrictive covenants 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 restrictive covenants shall be appurtenant to and run with each and every part of the Lands and the benefit of the Golf Course Covenants shall be appurtenant to and run with each and every part of the Golf Course, 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, restrictions and provisions set forth herein.

- (d) No omission by any Owner to enforce the strict performance of any of the Covenants 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.

Acknowledged and agreed as of the 13 day of ^{June}~~April~~, 2005.

S. H.

J. C. H. H.