

## RESTRICTIVE COVENANTS

These covenants are intended to result in and to ensure the following:

- i. That all homes designed and constructed in the Georgian Bay Estates Development 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 residences at the Georgian Bay Estates to enhance property value.
- ii. That each home's architecture harmonizes with its natural surroundings as well as with its neighbouring homes as more particularly outlined in Schedule B, Architectural Guidelines.
- iii. That the overall intent of the style is to create a consistently high degree of quality for the design and exterior appearance of the residences surrounding The Georgian Bay Club in the development called Georgian Bay Estates.

### 1) DEFINITIONS

In these restrictive covenants, the following words and expressions shall have the following meanings:

- (a) "Authorities" mean 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) "County" means the County of Grey, Ontario.
- (c) "Covenants" mean collectively, the restrictions, covenants and obligations set out herein.
- (d) "Golf Club" including the "Golf Course" means those lands adjacent to or in proximity of the Lands on which a golf course is owned and operated by The Georgian Bay Golf Club Limited and shall mean "The Georgian Bay Club".
- (e) "Lands" means all of the Lots within the development known as the "Georgian Bay Estates" or "Georgian Bay Estates Development", being Lots 1 to 41, both inclusive, on Plan 16M-6, in the Town of the Blue Mountains, in the County of Grey.
- (f) "GBE" means Georgian Bay Estates Limited and its successors and assigns.
- (g) "Lots" means Lots 1 to 41, both inclusive on Plan 16M-6, in the Town of the Blue Mountains in the County of Grey and "Lot" means any of such Lots;
- (h) "Owners" mean collectively the owners of the Lots and Blocks from time to time and "Owner" means any one of such owners.
- (i) "Plans of Subdivision" mean Plan 16M-6, in the Town of the Blue Mountains, in the County of Grey.
- (j) "Services" means utilities and other improvements including streets, sidewalks, curbs, water, sanitary and storm sewer, gas, electricity, public lighting, telephone and cable.
- (k) "Town" means The Corporation of the Town of The Blue Mountains, located in the County of Grey, Ontario.
- (l) "Transferee: means, with respect to a Lot the owner or owners thereof from time to time.

- (m) "Transferor" means the transferor from time to time of any Lot.
- (n) "Vendor" means Georgian Bay Estates Limited and its successors and assigns.
- (o) "Purchaser" means the purchaser of any lot from time to time.

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) or Block(s) shall be able to enforce the said Covenants against any other Owner from time to time, the intention being that the Covenants shall constitute a building scheme within the lands.

b) Term:

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

- (i) forty (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 Covenants, provided a minimum period of twenty (20) years has lapsed since the date of registration of the last of the Plans of Subdivision.

c) Covenant to Observe Restrictions:

Each Transferee covenants and agrees on behalf of himself and his successors in title with GBE, 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.

3) ARCHITECTURAL CONTROL FEATURES

- (I) Architectural Control Features: all restrictions, including restrictions on minimum and maximum square footages of dwellings, Vendor approval of all design plans of dwellings and elevation and site locations as set out on Schedule "B" hereof including without limitation restrictions on fencing and placement of garages, easements, encroachment agreements, agreements, conditions or covenants that run with the land, and subject to all rights, licenses and easements now registered or to be registered hereafter or required pursuant to the provisions of the subdivision agreement, or draft plan approval, for the supply and installation of telephone services, electricity, storm sewers, water, television, including any agreements for the installation and maintenance of any public or other service, including, without limitation, telephone, hydro, gas, sewer, water, coaxial cable T.V. facilities, and such other services to or for the benefit of the Lot and/or any adjacent or neighbouring properties, or which may be required by the Vendor, or any owner(s) of adjacent or neighbouring properties, and/or which may be required by the Vendor and/or any owners(s) of adjacent or neighbouring properties for servicing and access to or from such properties including, without limitation, easement, rights-of-way and/or agreement for access, service, support, amenities, cost sharing and the like for and with adjacent or neighbouring property owners and others as may be required by the Vendor to service the Purchased Lot and do not materially and adversely affect the Purchaser's use of the Purchased Lot. The Purchaser shall sign a covenant on closing to comply with all provisions of this section and the architectural control features and obtain and provide to the Vendor a similar covenant from any

successive owner of the Property. The Vendor may register such covenants on title prior to closing as restrictive covenants and the Purchaser agrees to accept title subject to same.

- (II) The Purchaser further represents to the Vendor, which representation the Vendor has relied upon in accepting the offer to purchase and closing this transaction, that the Purchaser is not purchasing the Purchased Lot for short term speculative purposes. The Purchaser will not advertise for sale, list for sale, offer for lease, lease, sell, transfer or assign the Purchaser's interest under this Agreement at any time prior to the Lot Transfer Date and not before one (1) year from date of closing or until the Vendor has sold out, whichever shall first occur, without the prior written consent of the Vendor, which consent may be arbitrarily withheld, and if given may be subject to the terms and conditions imposed by the Vendor at the Vendor's discretion.
  
- (III) Purchaser hereby covenants and agrees that Purchaser shall cause "Commencement of Construction of an Approved Single Family Residence" on the Lot in accordance with Purchaser's Plans and Specifications of the Approved Single Family Residences within three (3) years from the date of closing hereof. The Vendor shall establish an Architectural Review Board (hereinafter called "ARB") to review all of Purchaser's Plans and Specifications to determine if the Plans and Specifications satisfy the criteria the ARB establishes from time to time as to design, landscaping, fencing, elevations, exterior facades, building materials, minimum and maximum dwelling size, bulk, height and setbacks and design and in accordance with the architectural control schedule appended hereto as Schedule "B". All decisions of the ARB shall be final and binding as to whether to grant approval to Purchaser's Plans and Specifications or to require amendments or modifications thereto as a precondition of granting approval. All requests submitted for ARB approval shall be accompanied by a complete and detailed set of the proposed Purchaser's Plans and Specifications. The Purchaser covenants not to apply for any building permit until such time as Purchaser's Plans and Specifications have received ARB approval and any applications for a building permit and construction upon the Lot shall only be in accordance with ARB approved plans and specifications. Provided, following receipt of ARB approval, Purchaser further covenants not to amend or alter the Purchaser's Plans and Specifications or on site construction of the dwelling house without having first received ARB approval to any such amendments or alterations in accordance with all the preceding provisions of this paragraph and Schedule "B" hereof. All construction on the Lot shall be undertaken and completed within the building envelop on the Lot.
  
- (IV) As used in the Agreement, "Commencement of Construction of an Approved Single Family Residence" shall mean the receipt by Purchaser of:
  - (a) Written approval of the Vendor's Architectural Review Board (hereinafter "ARB") of Purchaser's Plans and Specifications.
  - (b) Building Permit from Town of the Blue Mountains for such Approved Single Family Residence; together with
  - (c) Substantial commencement of construction of the Approved Single Family Residence.
  
- (V) Purchaser shall diligently and in good faith undertake and continue construction so as to complete the Approved Single Family Residences in accordance with the Approved Plans and Specifications.

#### 4. PURCHASER'S COVENANTS

The Purchaser acknowledges, agrees and covenants that:

- (a) the Purchaser will not object nor oppose any amendments to or any change in the zoning and/or site plan requirements, or oppose any other applications by the Vendor, its assigns or related companies to any governmental authorities relating to or affecting the development of this Plan of Subdivision or any adjacent lands owned by the Vendor or companies related to or associated with the Vendor;
  
- (b) the Purchaser further agrees not to object to, whether directly or indirectly through representation, whether before the primary approval agency or any Governmental Authorities or

appeal or reference to, and not in any way impede or delay the process of obtaining any site plan amendments, building plans, building permits, draft plan of Plan of Subdivision variance or rezoning applications, official plan amendments brought by the Vendor, its successors and assigns or related companies, with regard to any approval(s) of present or future use(s) of adjacent or neighbouring properties or any portion thereof;

- (c) the Purchaser covenants to obtain a building permit and commence construction of Purchaser's intended dwelling house upon the Lot within three (3) years from the date of closing, failing which the Vendor shall have the option, at Vendor's sole discretion to deliver written notification to the Purchaser of Vendor's intention to repurchase the Property at the same price as set forth in Section 1 of the Agreement of Purchase and Sale, less applicable G.S.T. and less Vendor's reasonable costs, legal and otherwise on account of exercising this option to repurchase, and less applicable Land Transfer Taxes. Provided on closing, the Vendor and the Purchaser shall enter into an option to purchase agreement in the form as prepared by Vendor's solicitors, reflecting the terms and conditions of this paragraph and which option to purchase may be registered against the title to the Property on closing at the option of the Vendor.

5. THE GOLF CLUB

(a) Purchaser hereby acknowledges and agrees:

- (i) That Vendor has advised the Purchaser that the Golf Club, including the "Golf Courses" and other amenities constructed or to be constructed thereon, is being developed on property adjoining the Lot by the owner of such property (the "Club Owner".)
- (ii) That the Golf Club is the sole and exclusive property of the Club Owner, and that Purchaser has no right or interest in or with respect to the Golf Club or any of its related facilities, or the use thereof.
- (iii) That the Club Owner has the sole and unrestricted right and power to determine if, when, and the terms and conditions under which the Golf Club shall be sold, and to determine all conditions and requirements of membership.

- (b) Purchaser acknowledges that any Lot located adjacent or in close proximity to the Golf Course involves certain risks which may have an effect on an Owner's enjoyment of the Lot, including, but not limited to: (a) noise and other disturbances from Golf Course maintenance equipment and Golf Course use and operations, and (b) errant golf balls which have the potential of causing bodily injury or physical damage to property, and (c) construction of the Golf Club including golf course and related amenities and attendant noise, and dust and earth moving, grading, and landscaping activities. Purchaser and Purchaser's successors in title, by acceptance of a deed, assume all such risks (including, without limitation, disruption from Golf Course play and maintenance, damage to the property, injury to persons or damage to personal property located on the Lot or any Community Property (including roads and streets) and covenant not to make any claim or institute any action whatsoever against Vendor, the Association, the Club Owner, the Golf Course designer, or any other entity owning or managing the Golf Course or any directors, officers, employees, agents or affiliates of the foregoing or any Club member as a result of the risks set forth herein. Purchaser hereby agrees to indemnify and hold harmless Vendor, the Association, the Club Owner, and any other entity owning or managing the Golf Course, or the Golf Course designer, or any parties, shareholders, directors, officers, employees, agents and affiliates against, and releases all such parties from, any and all claims by Purchaser, the family of Purchaser and Purchaser's guests, invitees and licensees with respect to the above. Purchaser acknowledges that title to the Lot may be subject to the aforesaid restrictive covenants and Purchaser shall obtain and provide to the Vendor a written covenant from any successive owner or assign to comply with the provisions of this paragraph.

- (c) If not already a full member of the Golf Club at the time of purchase, the Purchaser, upon completion of the Purchase and Sale transaction described in the offer to purchase, shall receive and agrees to accept a "Veranda Membership" in the Golf Club with no entrance or initiation fee being required, subject to the

regular payment by the Purchase of annual dues, food and beverage minimums prescribed by The Georgian Bay Club, from time to time, and the Purchaser shall also be entitled to exercise an option, within one year from the date of completion of the purchase of the Lot, to obtain a full golf course membership at the Golf Club at the current (published) entrance fees for new members \*without increase).

6. RIGHT OF ENTRY

Notwithstanding the Purchaser occupying the Purchased Lot or the closing of this transaction and the delivery of title to the Purchased Lot to the Purchaser, the Vendor or any person authorized by it shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Purchased Lot for the purposes of facilitating the installation of any utilities or services required pursuant to the Plan of Subdivision or subdivision agreement, or for the correction of any surface drainage problems and/or to make inspections or to do any work or repairs therein or thereon, including the rectification of any initial and apparent defects in materials or workmanship in connection with the completion, rectification or servicing of any installations in the Purchased Lot or any other Lot or the Plan of Subdivision.

7. ACKNOWLEDGEMENTS

The Purchaser acknowledges that:

- (a) distances, proposed roadways, and, views shown on any site plan, artists renderings or scale model are approximate only and/or may be modified and are approximate only;
- (b) it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for Plan of Subdivision approval certain requirements shall be imposed upon the Vendor by the Ministry of Environment of the Province of Ontario and other Governmental Authorities having jurisdiction in these matters (the "Ministry"). These requirements (the "Requirements") usually relate to warning provisions to be given to purchasers in connection with environmental concerns of the Ministry, specifically the anticipated Requirements for this subdivision and identified in the Vendor's disclosure material for this Plan of Subdivision are warnings relating to noise levels, water usage limitations, requirements or instructions, sewage or septic tank requirements or instructions, the proximity to major streets or roads, and similar matters. Accordingly, the Purchaser covenants and agrees that (1) on either the Closing Date, as determined by the Vendor, the Purchase shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements; and (2) if the Vendor is required to incorporate the Requirements into the final transfer or registration on title to the Purchased Lot the Purchaser shall accept the same, without in any way affecting this transaction;
- (c) the Vendor shall construct entrance gates as depicted on Vendor's drawings and elevation plans, following closing subject to such reasonable modifications as made thereto from time to time by the Vendor;
- (d) the Purchaser acknowledges that Vendor shall be responsible for paying all development charges and/or educational levies requiring payment as a precondition to the issuance of a building permit.
- (e) The Purchaser acknowledges that the Lots may be subject to restrictions regarding private and/or municipal tree preservation as required by the Municipality or the Vendor.

DEVELOPMENT STANDARDS

- (a) Purchaser will acquire the Lot in "as is" condition. The cost of all improvements on the Lot shall be borne exclusively by the Purchaser. The Purchaser shall be solely responsible for obtaining all governmental approvals necessary for construction of a Residence on the Lot and all appurtenances thereto, including, without limitation, issuance of building permits.
- (b) Purchaser will grade the Lot to meet the drainage requirements of the Lot and in accordance with the overall drainage plan and system set forth in any subdivision or site plan agreement registered against the title to the Lot. Purchaser shall have thirty (30) days, after notification from Vendor, to correct any grading deficiencies that do not meet the requirements of this paragraph. If Purchaser does not correct grading deficiencies within such thirty (30) day period then Vendor shall have the right, but not the obligation to enter upon the Lot and to correct any grading deficiencies that do not meet the requirements of this paragraph at the cost and expense of Purchaser, and Purchaser will promptly reimburse Vendor, as applicable, for any and all such costs and expenses incurred, plus interest at the maximum legal rate until paid.
- (c) Vendor shall have no obligation for any deficiency in the Lot drainage system and Purchaser shall indemnify and hold Vendor harmless from any claims relating thereto.

## SCHEDULE B

# ARCHITECTURAL CONTROLS/RESTRICTIONS

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## 1. INTRODUCTION

The architectural design for The Residences of the Georgian Bay Club is protected by a comprehensive set of principles that will enhance property value without unduly restricting each Owner's personal use of their property.

### 1.1 The Georgian Bay Club Vision

The design vision for The Residences of The Georgian Bay Club is to create an exclusive, high quality Custom Home Site development in The Georgian Bay Club Mountain Style. Residences will be encouraged to take full advantage of the spectacular natural attributes of the property, (grade changes, landscaping and views) and to exhibit variety, individual vision and expression. Homes will reflect qualities of a relaxed, casual elegance. A consistent palette of natural building materials and adherence to certain general architectural design principles will create a thematic and visual harmony from amongst the variety of individual homes.

### 1.2 Intent of the Guidelines

The intent of these guidelines is to establish design objectives and architectural performance standards which promote a consistently high degree of quality for the exterior appearance for The Residences of The Georgian Bay Club. Owners and their agents are required to comply with these guidelines throughout the design and building process.

The further intent of these guidelines is to:

- Provide attractive, harmonious, Custom Home site development through attention to built form, architectural detailing, compatibility among dwelling designs and the appropriate siting of buildings
- To encourage a variety of individual expression as befits the needs and desires of the owner.
- To establish the appropriate siting of buildings within the limitations of the lots and having regard to: proximity of neighbours, the golf course, natural features, house size, appearance, setbacks, and landscaping.

Innovative design solutions which do not strictly adhere to the performance standards prescribed in these guidelines may be considered by the Vendor based on their design merits and provided the spirit of the guidelines is maintained.

## 2. ARCHITECTURAL DESIGN GUIDELINES

### 2.1 The Design Theme: The Georgian Bay Club Mountain Style

The style is characterized by use of natural stone, stained wood siding, round or square cut timber framing, large view windows, a picturesque massing of the building's parts, and varied, interesting roof lines. Homes show a close connection to and affinity for the natural landscape.

The architectural style incorporates open floor plans with high vaulted ceilings and 'great room' spaces with large windows.

The exterior appearance of housing and lot landscaping will have the greatest impact on the overall quality of the community. To promote an attractive, harmonious estate home landscape, the following guidelines will apply:

### 2.2 Exterior Palette of Materials

Natural stone or cultured stone

Wood siding like board and batten sealed with earth tone stains will be considered

Authentic round or square cut log, post and beam wood framing features

Fieldstone or other stone accent walls

Wood windows or clad windows, with stained or painted finish

Large view windows

Roof materials are to be cedar shingles. Flat coloured seam metal roofs or slate will be considered.

### 2.3 Elevations and Massing

A variety of traditional and modern massing forms are encouraged:

- A greater proportion of wall openings (windows, doors, porches) to solid will be encouraged on elevations exposed to public view.
- Main volumes of the residences are encouraged to be augmented with the appearance of smaller volumes added on.
- A composition with a variety of massing and different materials for different volumes is encouraged.



- Projections from the main volume are encouraged in order to add interest and character to the massing and roof lines of the residences.

#### 2.4 Roof Lines

Roof lines will play a significant role in the massing of a dwelling and the overall built form of the community. A variety of traditional roof types and forms are encouraged.

Roofs shall display the following design criteria:

- Main roofs are to have a minimum pitch of 6:12 for 2 storey dwellings, with a variety of steeper side slopes being encouraged.
- Bungalows are to have a minimum main roof pitch of 8:12 (both front to back and on sides) to assist in massing compatibility with 2 storey dwellings.
- Roof embellishments such as gables, dormers and towers are encouraged in order to diversify the roof-scape.
- Where possible, gables within the main roof should have pitches steeper than the main roof pitch. 10:12 pitch or steeper is encouraged.
- All vent stacks, gas flues and roof vents should be located on the rear slope of the roof wherever possible and must be painted out to match the roof colour.
- Skylights, if used, should be discreetly located on the rear or side slope of the roof and must have a flat profile.

#### 2.5 Main Entrances

The main entrance should be the focal point of the dwelling and given emphasis in the following manner:

- The main entrance should be directly visible from the street.
- Where entries are not directly visible, a strong entry element (portico, covered porch, etc) along with sufficient ground level fenestration, is required.
- A variety of front door styles is encouraged, including some with glazing.
- The use of 8' high front doors with sidelights and glass transoms is encouraged.

#### 2.6 Porches

Large, usable porches help promote a unity of appearance. They should exhibit the following characteristics:

- A covered porch or portico is encouraged for all homes.
- Porches and porticos should be one storey in height.
- Porch depths shall be 6' minimum.
- Covered porches shall have an exposed beam / frieze at the top of the supporting columns.
- Columns shall be consistent with the character of the house (minimum width of 8").
- Main wall cladding or other acceptable finish material shall extend to within 8" of finished grade on front and sides of porch to avoid excessive exposed concrete.
- Porch railings shall be compatible in style, material and colour with the principal dwelling. The use of timber framing, stained wood, or stone in combination with wood is encouraged.
- Porch railings can be attached to the column or wrapped around the outside of the column.
- Large concentrations of stairs leading to the front or flanking porch should be avoided, subject to grading.

#### 2.7 Exterior Wall Cladding

The majority of homes within this development will have a combination of stone veneer walls and wood siding. Dwellings clad in vinyl siding will not be permitted. The use of accent materials such as stone, siding or wood is encouraged provided they are compatible with the primary cladding material.

- Where stone is used, it should return a minimum of 16" at the corners from the front of the dwelling or to a logical stopping point such as an opening, downspout, or change in plane. Any transitions should be hidden by landscape plantings of an adequate size.
- It is preferred that wall cladding be consistent on all elevations of the house to avoid false facades.
- A minimum 4" continuous cornice board is used at all roof soffits abutting siding and a similar size trim board is provided where siding abuts any masonry (this creates a framing effect of the siding).
- A minimum 4" wide corner moulding and window / door surrounds in siding are used.
- To limit any exposed foundation, main wall cladding must extend downward close to finished grade in accordance with the requirements of these guidelines.
- Where a change in material occurs, it should be at a logical location such as a change in plane or wall opening, or building massing.

- Chimneys located on an exterior wall should be clad in the main cladding material or the stone accent material.
- Where siding is proposed on the upper storey of the front elevations, it should incorporate sufficient articulation through the use of boxed-out windows using an accent material such as wood.
- Colour compatibility amongst materials on the individual dwelling is required to avoid stark visual contrasts – siding colour should be closely blended with the stone colour.
- Panels of accent siding or wood are to be encased in 1" x 4" trim.

## 2.8 Windows

Ample fenestration consistent with the architectural style of the dwelling is required. Windows should display the following characteristics:

- Large ground floor windows to principal rooms in front and flanking elevations are encouraged.
- Vertical window proportions are preferred to reflect traditional architectural styles.
- A variety of bay window styles is encouraged, and large windows are encouraged at principal rooms or 'great rooms'
- Where windows and doors are set into siding, wood paneling, casings with a minimum width of 4" are necessary.
- Where shutters are used, they should be half the width of the window opening.
- Windows with muntin bars are to be true divided or simulated divided lites.

## 2.9 Exterior Colours and Materials

A variety of colour packages shall be suggested by the Vendor. Owners are encouraged to observe the following criteria:

- The same colour package is discouraged on residences which are side by side or on directly opposite sides of the street. Identical colour packages shall be separated by at least two other lots. No more than 3 identical colour packages will be permitted within any group of 10 dwellings.
- Material colours within each individual colour package shall be compatible and jarring contrasts and strong primary colours shall be avoided. Soffit, eaves, fascia and frieze board should be the same colour within the individual colour package. Natural wood color is also encouraged.
- Where siding is used as a main cladding material, corner trim and window / door casings should be a complementary colour compatible with the main siding colour.
- Metal roof colour should complement the wall cladding colour.
- Garage door colours should be subdued allowing the front door and shutter colours to dominate.
- Flashing is to be painted out to match the roof or adjacent wall cladding colour.

## 2.10 Trim and Stone Detailing

- A variety of trim detailing characteristic to the architectural style of the dwelling will be encouraged, including door and window surrounds, post and beam detailing, gable posts, brackets, etc.
- A frieze board is encouraged underneath all roof soffits for exposed elevations. It shall return a minimum of 4' along side elevations.
- A diversity of stone detailing treatments characteristic to the architectural style of the dwelling will be encouraged. These include splayed and arched lintels / headers, pilasters, decorative banding, belt coursing, soldier coursing, base corbelling.
- Pre-cast accents such as keystones, lintels and sills will be discouraged as generally not being compatible with The Georgian Bay Club Mountain Style.

## 2.11 Garages

Minimizing the impact of the garage on the streetscape is fundamental to achieving the primary design objectives of these guidelines. The following will apply:

- Garages should not dominate the massing of the dwelling. They should be complementary in character and quality to the principal dwelling.
- Garages on corner lots or other high exposure lots shall be of increased design quality consistent with the main dwelling (this will include: additional fenestration, introduction of gables and trim detailing, main cladding material is the same as the main dwelling)
- Where 2 car garages are built the use of garage doors separated by a pier will be strongly encouraged.
- Garage doors shall be sectional (roll up) and panelled and have a variety of glazed top panels. Wooden garage doors are encouraged.
- A variety of lintel treatments above the garage doors is encouraged.

- Extending stone, siding or wood above the garage doors to the soffit is encouraged on predominantly stone clad dwellings.
- Windows and landscaping may be required on the street side of a side projecting garage.
- Garages shall include sufficient space for indoor storage of a golf cart.

Dropped garage conditions occur on rear-to-front sloping lots when additional risers at the front entry are required. This can create "top-heavy" garage massing by increasing the expanse between the top of the garage door opening and the underside of the soffit above.

The preferred alternative design treatment for dropped garages includes:

- Lowering the garage roof
- Providing arched lintels - repositioning the coach lamps above the garage doors
- Adding a louvre or window (gabled design only)
- Providing additional detailing

#### *Criteria for Detached Garages*

The use of detached garages accessed from the front or flanking side of the lot is encouraged. The following design criteria for detached garages shall apply:

- The driveway accessing the rear yard garage shall be a minimum clear width of 3.1 m unobstructed by any portion of the dwelling, including steps.
- The siting of detached garages will be as close to the minimum setbacks as possible to maximize the rear yard areas.
- Detached garages shall be complementary to the main dwelling in terms of design quality, materials, and colours.
- The minimum roof pitch for detached garages shall be 10:12 with a variety of steeper pitches encouraged.

#### 2.12 Foundation Walls

Exposed foundation walls are to be avoided. In order to limit unsightly foundation wall exposure to public view, main wall cladding must extend downward in the following manner:

- The height of exposed foundation wall shall be within 8" maximum of finished grade on any front, flanking and / or garage wall or any exposed porch wall face.
- The height of exposed foundation wall on low exposure sides and rear elevations shall not exceed 2'.
- The height of exposed foundation wall shall be within 8" of finished grade for the first horizontal 36" of low exposure interior side walls behind the front wall. The transition should be concealed by landscaping.
- Veneer along sloping grade must be check-stepped to within the maximum criteria set out above. Special attention to this is required particularly on front and flanking elevations, porches and verandas, and on the sides of garages which project from the dwelling.

#### 2.13 Decks

- Grade level stone terraces are preferred to decks.
- Where decks are constructed, all exposed material used must be cedar.

#### 2.14 Utility and Service Elements

- 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.
- 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 which achieve the intent of making service and utility elements less visible in the streetscape will be considered on their merits.
- 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.

#### 2.15 Effect of Adverse Grade Conditions

- Where adverse grade conditions are present, Owners will be required to provide designs that adapt to the site conditions.
- 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.

- Elevated main front entrances and related concentrations of entrance steps should be reduced by dispersing the steps over a larger area or avoided altogether.

### 3. GUIDELINES FOR SITING AND LOT DESIGN

#### 3.1 Setbacks – Front Yard and Side Yard

Variety in dwelling setback from the street is encouraged wherever feasible to provide visual relief in the streetscape. Refer to the "building envelope site plan" for maximum lines of setback. Minimum setback requirements are:

- Front yard setback = 50' plus or minus 10'. The home must begin within 40 to 60 ft. of the front of the site.
- Side yard setbacks = 15'
- Rear yard setback = 50' plus or minus 10' or within "building envelope" where setback is constrained by lot depth.
- Top of bank and tree line setbacks = 50'
- Rear yard setback = 10' for ancillary structures, such as cabanas, garden sheds etc.
- No ancillary structures are allowed in front yards.

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. The Vendor shall have final approval on all sitings of buildings within the approved building envelope so as to protect view corridors.

All setbacks are subject to local and regional setbacks in cases where it may exceed these control standards.

#### 3.2 Landscaping

- Soft landscaping materials will be a variety of indigenous plants.
- Preferred materials for hard landscaping will be natural stone. The use of Brussels block or interlocking pavers is discouraged.
- Where possible, owners are encouraged to maintain view corridors. For example: from the street or adjoining lots to the golf course or lake / landscape vistas.
- Surface drainage off of the property will be reviewed to take the neighbours' properties into consideration and the storm water management plan approved by the Grey Sauble Conservation Authority shall be maintained by each lot owner.
- Any roads abutting Grey Road Number 10 shall maintain a landscaped strip for any portion of the lot within 10 metres adjacent to Grey Road Number 40.

#### 3.3 Landscape Lighting

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

#### 3.4 Fencing

- Fences are not permitted with the exception of pool enclosures or side yard gates. No frost or wire fencing is allowed.
- Properties may be divided with natural / living landscape materials
- Pool enclosures must comply with municipal standards and shall be decorative iron fencing materials. The intention is to make the fences recede visually.

#### 3.5 Driveways

- The preferred materials are paved asphalt with stone edging or rolled edge curbs and exposed aggregate concrete. Paving stones will be considered provided they have a stone-like appearance.
- 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.

#### 3.6 Co-ordination of House Siting with Streetscape Elements

Co-ordination of house siting with streetscape elements such as community mailboxes, transformers, light standards, street trees and other street furniture is required by the Owner.

Individual lot plans are to be coordinated with the site plan information provided by the Vendor.

#### 4. DESIGN REVIEW AND APPROVAL PROCESS

##### 4.1 Preliminary Review

Preliminary design drawings will be submitted to the Vendor. The Vendor will review the submission and within 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

- Property lines
- Buildings on adjacent lot sitings
- Preliminary site grading
- Proposed landscape design

Floor plans: at minimum scale 1:100

- Showing all floor plans

Elevations: at minimum scale 1:100

- Showing all proposed front and flanking elevations

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

##### 4.2 Final Review and Approval

Working drawings will be submitted to the Vendor. The Vendor will review the submission and within 7 working days, return it to the Owner with comments.

Working drawings must depict exactly what the owner intends to construct. Drawings are to be marked 'for final review and approval'. Submissions are to include:

- Site plan
- Landscape plan and details
- Floor plans
- All elevations
- Exterior colour package consisting of typed colour schedules and sample boards which include the colour, type and manufacturer of all exterior materials.

The Owner is required to submit to the Vendor for final review and approval, the following:

- 2 site plans
- 2 sets of working drawings
- 2 sets of colour schedules
- 1 set of colour sample boards (to be returned to the owner)

The Vendor will retain one set of the foregoing (other than the colour samples). The applicant should allow up to 7 working days for final review and approval. All revisions made by the Vendor to site plans, working drawings, street scenes and colour schedules must be incorporated on the originals by the Owner's design architect.

Please note that for any additional reviews (above and beyond the two noted above) the Owner will be charged at a rate of \$500.00 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 the Vendor prior to their implementation on site.

##### 4.3 Municipal Approvals

All site plans, working drawings, streetscapes and color packages must be submitted for review and approved by the Vendor as required, prior to submission to the Town of The Blue Mountains for Building Permit approval. Building Permit applications will be made by the Owner.

##### 4.4 Site Inspections/Compliance

The Vendor may conduct periodic site inspections to monitor development. Any visible deficiencies or deviations in construction from the approved plans, which are considered by the Vendor to be not in compliance with these

Architectural Guidelines, will be reported in writing to the Owner. The Owner will respond to the Vendor in writing, within 5 days of notification of their intention to rectify the problem, and the Owner shall effect the changes set forth in the Vendors report.

The Vendor shall have the right at any time to add, delete or modify this schedule.

#### 4.5 Dispute Resolution

In the case of a dispute between the Vendor and the Owner, concerning the interpretation or application of these guidelines, the following resolution procedure shall apply:

- The Owner shall promptly notify the Vendor of the specific reasons and basis for the disputed design item.
- The Vendor shall promptly respond in writing to the Owner with details and reasons for all rulings of the Vendor, and following a final dispute review, the Vendors decision shall be considered final and binding upon the Owner.

#### 4.6 Covenant and Construction Obligations

These controls shall remain with the land and subsequent purchasers of the land shall be ceased by these controls so as to protect the quality of the community.

Purchaser hereby covenants and agrees that Purchaser shall cause "Commencement of Construction of an Approved Single Family Residence" on the Lot in accordance with Purchaser's Plans and Specifications of the Approved Single Family Residence within three (3) years from the date of closing hereof. The Vendor shall establish an Architectural Review Board (hereinafter called "ARB") to review all of Purchaser's Plans and Specifications to determine if the Plans and Specifications satisfy the criteria the ARB establishes from time to time as to design, landscaping, fencing, elevations, exterior facades, building materials, minimum and maximum dwelling size, bulk, height and set backs and design and in accordance with the architectural control schedule appended hereto as Schedule "D". All decisions of the ARB shall be final and binding as to whether to grant approval to Purchaser's Plans and Specifications or to require amendments or modifications thereto as a precondition of granting approval. All requests submitted for ARB approval shall be accompanied by a complete and detailed set of the proposed Purchaser's Plans and Specifications. The Purchaser covenants not to apply for any building permit until such time as Purchaser's Plans and Specifications have received ARB approval and any applications for a building permit and construction upon the Lot shall only be in accordance with ARB approved plans and specifications. Provided, following receipt of ARB approval, Purchaser further covenants not to amend or alter the Purchaser's Plans and Specifications or on site construction of the dwelling house without having first received ARB approval to any such amendments or alternations in accordance with all the preceding provisions of this paragraph and Schedule "D". All construction on the Lot shall be undertaken and completed within the location on the Lot noted on Schedule "C".

As used in this Agreement, "Commencement of Construction of an Approved Single Family Residence" shall mean the receipt by Purchaser of:

- Written approval of the Vendor's Architectural Review Board (hereinafter "ARB") of Purchaser's Plans and Specifications
- Building Permit from Town of the Blue Mountains for such Approved Single Family Residence; together with
- Substantial commencement of construction of the Approved Single Family Residence.

Purchaser shall diligently and in good faith undertake and continue construction so as to complete the Approved Single Family Residences in accordance with the Approved Plans and Specifications.