

SCHEDULE D

BUILDING AND OTHER RESTRICTIONS APPLICABLE TO THE RESIDENCES OF PEAKS BAY

Whereas, it is the intention of the developer, PB Management Group Inc (hereinafter referred to as PBM) to establish a community of homes consistent with the beauty and natural environment in which the development is set;

And whereas, in order to retain the inherent qualities of the development, it is in the interest of the developer and future land owners to have restrictions governing the location and nature of the structures, existing and finished grades, driveways, parking areas and entrance culverts on municipal roads, including but not limited to the appearance of the property in general;

And whereas, it is desirable, in the interest of both the Vendor and subsequent lot purchasers, to maintain property values and to minimize the likelihood of any material nuisance, the following restrictions are set forth to apply to the subject lands as hereinafter set out.

1. No building, as such is defined in the Ontario Building Code Act 1974, as amended, shall be erected or constructed on any lot in this Registered Plan until:
 - (A) the design, external materials, finishes and location thereof and a site plan showing all existing and finished grades, driveways, parking areas and entrance culverts on municipal roads, including construction details of the end protection of such culverts, have been approved by the grantor (upon receipt of an application fee of (\$150) as being compatible with the natural topography, landscape and the preservation of the natural and built amenities of the development and the adjacent lands, and additionally as in compliance with the Zoning By-law applicable to the subject lot)
 - (B) all relevant conditions of the development agreement registered on title of the lot and required to be complied with prior to commencement of erection or construction have been complied with; and
 - (C) a permit has been issued by the Chief Building Official for The Town of The Blue Mountains to allow the erection or construction of the building including all relevant service systems appurtenant thereto.
2. Building and plot plans for the proposed dwelling to be erected or constructed on each lot shall be submitted to PBM for architectural review and written approval of exterior colour, material and design before construction commences and in order to ensure compatible development throughout the community, the proposed building will conform to the following guidelines:
 - (A) The design and size of the building envelope must provide for an appropriate site of the structure within the limitation of the lot and having regard to proximity of neighbours, natural features, appearance, lines of site, setbacks and landscaping.
 - (B) No house will have more than a two car garage facing the road allowance and the garage must be attached to the home unless otherwise approved.
 - (C) Any detached garage, if approved, shall be complementary to the main dwelling in terms of design, quality, materials and colours.
 - (D) The exterior cladding of the structure shall be of natural materials such as, wood siding, stone, logs, specialty brick, or a combination thereof. For example, all brick homes better suited to urban development will not be approved however; specialty brick integrated into a design consistent with the development objectives may be approved.
 - (E) Shingle, colour and style must be approved, and are to be of natural materials or of a design and colour consistent with a “natural” appearance.
 - (F) Architectural design of the home will be consistent with the objective of creating a community of homes compatible with the natural environment setting of the property.

3. Drawings in accordance with all applicable requirements of the subdivision agreement and providing sufficient information for review and approval, drawn to scale appropriate in the circumstances, shall be submitted to each authority from whom an approval is required in clause 1 and in all changes thereto that may be required in order to grant an approval, shall be made and incorporated into the working drawings from which the work shall then be constructed. One copy of the approval drawing shall be provided to each approving authority as a matter of record.
4. The purchaser shall keep the lot in a clean, healthful and safe condition and maintained in accordance with municipal by-laws and in such a state that it will not be a nuisance to other property owners in the development. The purchaser shall not allow front yard or any unsightly storage and will ensure that the grounds do not become overgrown with weeds.
5. The purchaser shall ensure that all construction debris and supplies are maintained in a manner that does not interfere with the quiet enjoyment of the other property owners. Any debris is to be contained so as not to leave the property in an unsightly or dangerous manner and is to be disposed of in a prompt and sanitary fashion.
6. All buildings, driveways, parking areas, lot grading, site development and entrance culverts shall be constructed and maintained exactly in accordance with all approvals required in relation thereto.
7. All electric, telephone and cable television wires on the lot originating from connections to Public property or utility easements shall be underground from such connections to the building or structure they serve.
8. The exterior of each building, including all finishing materials and finishes and site grading, shall be completed as approved within twelve (12) months of the date of the commencement of the construction of the building on the site.
9. No sign shall be displayed to public view except a sign of not more than 1.5 sq. meters identifying the premises or in relation to the construction thereof, or advertising the property for sale or rent or prohibiting trespass or dumping on the lands. This restriction shall not apply to signs erected by the grantor for the purposes of marketing the development.
10. No lot owner shall obstruct, cause, permit or maintain the obstruction of any drainage ditch, swale or culvert, whether on his own lands or on the public lands adjacent to the lot which he owns.
11. Landscaping will be in accordance with the site plan as approved, and shall not negatively impact the drainage plan of the development or the drainage of other lots in the development. It is expected that the landscaping will be of a quality that is in keeping with the high standards of construction within the development. A tree conservation and planting plan must be submitted for N.E.C. and Municipal approval.
12. Tree and grass or appropriate ground cover as required in the approved lot plan will be planted within 3 months of the start of suitable weather following occupancy, or 18 months from the commencement of the excavation, whichever comes first.
13. No fence, structure, outbuilding, satellite receiver, antenna or like obstruction will be permitted between the front building line and the street.
14. There will be no storage of recreational vehicles, boats, watercraft, snowmobiles, aircraft and trailers of any kind, such that they would be visible from the street.
15. Satellite dishes and equipment are not to be visible from the front yard of the property and should not exceed 36 inches in diameter. All utility meters and boxes shall be discreetly located on walls perpendicular to the street.
16. Air Conditioning condensing units shall not be located in the front yard of any dwelling. If such a unit is to be located on a flanking wall, it is to be screened with landscaping.
17. These restrictions may be enforced by PBM against the lot owner and all costs of such enforcement resulting from any action to enforce compliance shall be borne by the lot owner and in default of payment within 30 days of demand, may be registered as a lien on

title against the owner's land and/or collected by legal proceedings against the said lot owner.

18. The authority and powers given to PBM in these restrictions and the right of enforcement there under may be assigned by PBM to a bona fide association of property owners representing all of the lot owners in The Residences of Peaks Bay Development and comprised of at least 40% of the subject lot owners. The restrictions herein shall be binding upon and enure to the benefit of said lands for a period of 10 years and shall be binding on the grantees, their heirs, executors, administrators, successors and assigns.
19. Provided always, that notwithstanding anything herein contained, the grantor shall have the right and power by instrument or instruments in writing from time to time, to waive, alter or modify any of the *restrictions in their application to the lot or any particular part of the lot* being burdened by these restrictions. No consent of the owner of the lot shall be required to allow the registration of any such instrument and the local Land Registrar shall be authorized to amend the registered title to the lot in accordance with any such instrument so registered.