

## SCHEDULE "B"

### ARCHITECTURAL GUIDELINES AND RESTRICTIONS

#### *Thomson Shores*

#### I. OBJECTIVES

The objectives of these guidelines are to establish a setting of high-quality homes in keeping with the nature of the *Thomson Shores* lakefront resort subdivision. The total design for each home will be assessed on its own merits and approval will be at the sole discretion of 6625835 Canada Ltd.\* ("the Developer").

The housing theme or architecture will be based upon prairie, lake-cottage styling with good streetscape articulation. Any futuristic or extreme designs or extreme styles will not be permitted. These guidelines have been established for the benefit of all community residents so that they may be secure in the knowledge that the general appearance of the community will be of a high standard and the general interests of the community will be promoted to the fullest extent.

\* Quest Homes operates in Saskatchewan as 6625835 Canada Ltd.

#### II. ARCHITECTURAL DETAILS

House size  
minimum:

- Bungalows – 800 square feet main floor
- Bi-Levels – 800 square feet main floor
- Split Levels – 1050 square feet two levels
- Two Storeys – 1050 square feet two levels

The homes are to have the aforementioned minimum floor areas excluding garages and basements regardless of development status. Furthermore, the floor sizes are an absolute minimum and the homes must still incorporate the appropriate design and detailing in order to obtain approval.

#### III. EXTERIOR MATERIALS

##### 1. *Exterior Cladding*

All homes shall be faced with materials of high quality and durable in nature. There shall be no more than two (2) exterior colours and/or materials (with the exception of brick or stone) used on any building exterior. Window trim and other similar details are excluded from this requirement.

## **2. Permitted Exterior Finishes**

- Siding – wood, vinyl, stucco, finished log or smart board
- Fascia – aluminum or wood; minimum 100(?) mm
- Soffit – aluminum, vinyl or wood
- Roof – architectural-grade asphalt shingles or cedar shakes
- Brick Facing – must have a minimum of 300 mm return
- All street-facing elevations shall include various trim including shadow trim; this requirement shall be at the discretion of the Developer or the HOA
- Battens 100 mm or more around windows and doors; aluminum not permitted
- Decks – must be completed with the construction of the home on all corners, pathways or park-facing lots and match the front porch

## **IV. DRIVEWAYS AND GARAGES**

Front-drive garages and/or front drives are allowed. Front driveways, lot approaches and installing culverts are the responsibility of the Purchaser. Onsite parking for two (2) vehicles must be provided.

## **V. SITING SETBACKS**

Setbacks will adhere to the current building codes and bylaws as determined by the Rural Municipality of Gravelbourg (RM Gravelbourg).

## **VI. LOT MAINTENANCE PRIOR TO AND AFTER CONSTRUCTION**

All show homes, spec inventory and vacant lots will be maintained to the highest of standards. Upon failure to comply with this request, ten (10) days' written notice by the Developer or the HOA will be given and all costs incurred in the cleanup will result in the Purchaser's being charged back.

The following items will be properly maintained at all times prior to and after construction:

- Water – all lots containing heavy rainfall should be pumped and kept as dry as possible
- Lawns – weeds will be kept to a minimum and all lawns neatly maintained

## **VII. GENERAL DESIGN GUIDELINES**

- All front yards are to be sodded by the Purchaser or maintained with native grasses and landscape materials
- Exterior materials on all elevations must be consistent with that on the front of the home
- All roof vents and flues with heights of over 900 mm shall be boxed in with materials consistent with the body of the home
- Fencing is to be with natural wood products such as cedar or fir and shall be built to a maximum height of five (5) feet
- Outbuildings will be permitted provided they comply with zoning and building-permit guidelines of RM Gravelbourg along with the written approval of the Developer or the HOA. Outbuildings constructed of aluminum are expressly prohibited.

## **XIII. MODIFICATIONS AND VARIATIONS**

The Developer or the HOA reserves the right to modify or make changes to these guidelines, without notice, as it deems reasonably necessary. The Developer or the HOA may vary any guideline or requirements herein if the proposed home is suitable in size and style to the lots, has meritorious design and complies with any restrictive covenants on the lot at the time. The Purchaser may request modification in writing to accommodate charges relative to actual site conditions.

## **IX. ADDITIONAL NOTES**

### **1. *Purchaser Review***

The Purchaser is responsible for reviewing and checking the building grade plan, geotechnical report, legal plan, drainage plan and utility right-of-way plan approved by the Developer and/or the HOA and/or RM Gravelbourg prior to the home design and construction.

The Purchaser shall be solely responsible for checking the site as to the location of all light standards, fire hydrants, catch basins, transformer boxes, telephone and cable pedestals, etc., which may affect his/her driveway location or his/her house orientation, and must do so prior to house design. It is assumed by the Developer or the HOA that such a check has been performed by the Purchaser prior to start of construction.

The Purchaser shall comply with all statutory regulations, bylaws, building codes or other regulations of the municipal or provincial authorities. It is not the purpose of the architectural-approval process to check for compliance with the statutory requirements.

**2. Garbage Containers**

The Purchaser shall maintain a clean job site during the house construction to avoid garbage accumulation in the subdivision. The Developer or the HOA has the right to clean and/or remove garbage and debris from the purchased lots at the cost of the Purchaser. Debris containers must be placed on the lot under construction and not on streets, sidewalks or adjoining lots. The Purchaser shall have their construction refuse removed by a private commercial garbage removal service and will not place their refuse at the Municipal land fill.

**3. Signage**

No signage will be allowed on any lot without express written consent of the Developer or the HOA.

**4. Footing Check**

Upon receipt of a building permit from RM Gravelbourg, the Purchaser is to excavate the basement to approved grades and form the footings. It is the Purchaser's responsibility to ensure that the footings are placed at the approved elevation. A tolerance of 100 mm above the approved footing design elevation will be acceptable. Any difference greater than this or elevation less than the approved design elevation will not be acceptable.

**5. Overland Drainage Control**

The Purchaser is responsible for erosion control during construction and until occupancy. The Purchaser must adhere to the grades and drainage patterns shown on building grade plan and drainage plan. The Purchaser must ensure all debris is kept clear of the drainage system as damages will be charged back to the Purchaser.

**6. Construction Time Limits**

The Purchaser agrees that it will, within six (6) months following approval of a building plan by the Developer or the HOA and the issuance of a building permit from RM Gravelbourg, commence construction on the land purchased.

In the event the Purchaser has not commenced construction within six (6) months following the issuance of a building permit from RM Gravelbourg (unless the Purchaser has been delayed by reasons beyond its control such as strikes, lock-outs or acts of God, in which event the date for compliance shall be extended by the extent of the delay), the Purchaser shall pay to the Developer or the HOA a penalty of two hundred dollars (\$200.00) per month from the date the building permit was issued and the Developer or the HOA shall take whatever action available at law or equity to remedy the Purchaser's default.

Construction shall be deemed to be commenced when basements have been excavated, footings poured and basement walls completed. Construction must be completed within eight (8) months from commencement.

**7. *Disposal of Excavation Dirt and Construction Wastes***

Extra excavation material must be piled in a location designated by the Developer or the HOA, and anyone requiring extra material may draw from these stockpiles with the approval of the Developer or the HOA. Excavation material must be kept within the confines of the lot.

When spillage on a road or sidewalk occurs, the Purchaser will be requested to remove the dirt; and if the work is not done by the time utility contractor crews are approaching the location, the material will be removed and the incurred costs charged to the Purchaser. Please contact the Developer or the HOA to obtain the location designated for excess material.

Any damage as identified by the RM, Developer or HOA caused to a Road or Street before, during or after construction by the Purchaser or an agent of the Purchaser is the responsibility of the Purchaser. In the event the Purchaser does not repair or have repaired any damage to a Road or Street, the Purchaser shall pay to the Developer or the HOA or Municipality a penalty of two hundred dollars (\$200.00) per month from the date the building permit was issued until the damage is repaired and the Developer or the HOA or Municipality shall take whatever action available at law or equity to remedy the Purchaser's default.

**8. *Underground Power and Telephone Lines***

*Thomson Shores* will be using underground telephone lines and underground power lines. Extreme caution should be exercised in any excavation in areas with underground wiring. These power lines may be located in easements between lots, along the rear of the lot line or along the front lot line.

**9. *Plan Approval***

Any Purchaser planning to build or make exterior alterations shall submit via email one (1) set of building plans for approval not less than four (4) weeks prior to commencement of construction to the Developer or the HOA. The building plans shall be approved or rejected based on the adherence of the building plans to these restrictions.

One (1) set of plans shall be kept on file. Approval will not be unreasonably withheld. Construction including excavations shall not commence until the Purchaser receives approval from the Developer or the HOA in writing.