

CEDAR SPRINGS COMMUNITY CLUB

Construction Approval Process

April 22, 2003

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1.0 Background

Based on the general survey by the membership done in 1998, on July 31, 2002, the board of directors approved the attached Design Criteria for improvements to property and dwellings in the community.

In this document, the Board sets out a Standardized Construction Approval Procedure, including standardized forms, to be used in conjunction with the Design Criteria and any parameters, restrictions and instructions from all other authorities having jurisdiction for the proposed work on the property.

General Principles and Guidelines

“When is approval required?”

Any modifications to the exterior of a dwelling, or to the property, requires the approval of the Board in accordance with our By-law 15, Section 1.01(n) that defines “Construction” as:

“Outdoor construction or any alterations to the outside of the premises or on any portion of the Lot of a Shareholder.”

If you're not sure, make an application to be safe. Small repairs to the exterior, with like materials, same colour and texture, and no expansion does not require approvals. (i.e. siding, roofing, eavestroughs etc.)

Under the General Building Scheme (the “Flatt Agreement”), there can be only one dwelling on your property. Existing Bunkies and other out buildings with sleeping quarters are considered to be non-conforming uses that may be maintained. However, any work inside or outside of an existing or proposed out building requires Board approval to ensure conversion to a second dwelling is not taking place.

“What are the standard conditions that will be required?”

Construction should comply with the intent of the Design Criteria, Club Rules 5 and 11, Club By-laws, the Flatt Agreement and the Restrictive Covenants on title to your property. The authority for Board approval and the associated conditions flows from these documents which have been approved by the Members.

Construction of any kind during the months of July and August is subject to By-law 15, Section 8.01.

We require notification of the application and a description of the proposed work to adjacent property owners to allow them to provide input to the Committee.

The applicant may be required to sign a "Construction Waiver" document in order to limit the Community's liability, protect community property and other Members property during construction. A construction damage deposit may be required as well.

As reported at the May 2002 Members Meeting, the Board requires as a condition of granting approval of construction that requires a City permit, a septic inspection certificate from a certified inspector. It should be noted that the City of Burlington is now also requiring a septic inspection as a condition of building permits if an addition constitutes more than 15% of the area of the dwelling. The Club will require a certificate of a working septic system from a certified inspector, failing which, the member will be required to sign an undertaking to the Club prior to being granted final approval for construction. The undertaking document requires the purchaser to fix or replace a defective septic system within a year under penalty of becoming a member not in good standing. In lieu of an inspection report by a certified inspector, the Board will also accept an inspection report produced by one of any of three named septic pumping companies acceptable to the Club who will be required to pump the septic system and report prior to final approval.

Seasonal dwellings that have been modified/ replaced in the last few years have been generally restricted to the existing footprint of the old dwelling. In special cases, where the property under consideration warrants this criteria to be unfairly restrictive, this guideline has been modified to accommodate reasonable expansion.

In most significant applications, there are other approvals required (building permits, conservation authority etc.) that must be obtained in concert with the board approval. The Board requires a final review and approval of the construction documents, including proof of all other authorizations and permits that are required, prior to any construction within the community.

2.0 Procedure

Step One Application

If you are contemplating any work that requires approval under the criteria describe above, request board approval through an application that has the following information:

Name, address and contact information:

Describe the proposed work both verbally (scope of work) and with dimensioned drawings showing plans, elevations and site plan.

Provide approval for the Building Committee and / or Board Members to enter property for a site review if required (exterior only).

The application can be given to either the President of the Community, or any member of the Building Committee.

Step two Committee Review

The Building Committee will meet to discuss the application, and perform a site review if required. Adjacent property owners will be advised and consulted. The Committee will prepare a report and recommendation to the Board for Preliminary Approval.

Step Three Board of Directors Review and Preliminary Approval

After considering the Committee's report, the Board will ratify a Letter of Preliminary Approval (see Draft attached), signed by the President, outlining the conditions and requirements that the applicant will need to address in order to receive final approval for construction to proceed.

Step Four Permits and Authorizations

Upon receiving the Letter of Preliminary Approval, the applicant can finalize drawings to suit the conditions noted, and make applications for all the permits and authorizations as required. The property at Cedar Springs is under the jurisdiction of the City of Burlington, the Niagara Escarpment Commission, and the Halton Region Conservation Authority.

Step Five Final Approval and Construction Waiver

Once you notify us that the final construction drawings and all authorizations are complete, and make them available to us, we will undertake to complete the final review as soon as possible after receiving the documents. If any issues arise during the final design and permitting process that result in substantive differences from the initial design that we have reviewed, it will be in your best interests to notify us immediately in order for this final review to be a simple and timely exercise.

For any project that requires construction vehicles, trucks, heavy materials or any other type of activity that could have impact on community property or other property within the Community, the Board will require a Construction Waiver Document to be signed. The Board may also require a deposit cheque for an amount up to \$10,000 prior to construction (amount of the deposit to be in the sole discretion of the Board) to cover any damage to other property. This does not limit the liability to that amount.

Similarly, any design changes in the field or alterations after construction that impacts the exterior of the cottage will require board approval.

Upon substantial completion of construction, and following a final inspection of the property and assessment of any damage to community property or other Members property, the remainder of the deposit will be returned to the applicant.

3.0 Design Criteria

Over the years, the members of Cedar Springs have endeavored to maintain a particular aesthetic character within the community. Indeed, the Flatt general building scheme agreement requires us to preserve the natural state of our environment by requiring that all trees and shrubs be preserved as much as possible, that any construction be rustic in nature, that construction be limited to one dwelling per lot and that no construction be done without advanced written approval of the plans and elevations by the Club. The Board of Directors established a Building and Design Committee that, based on a member survey in 1998, drew up construction criteria for members when building or renovating their properties.

Exteriors of Cottages and Ancillary Buildings

Colours - Earth-tone colours should be used which blend in with the natural surroundings.

Contrast - Low to medium contrast as opposed to strong, light or bright contrasts (i.e., bright orange and white, bright red and white would not be acceptable).

Texture - Natural finishes and rougher textures should be used as opposed to smooth, synthetic textures.

Materials - Authentic natural materials such as logs, irregular stones in limited quantities, rough boards and/or board-and-batten should be used as opposed to aluminum siding, brick, regular stonework. No stucco finishes.

Roofs - low contrast colours, asphalt shingles, cedar shakes and shingles, metal sheeting that is of a dark or muted colour

Landscaping

Trees - no cutting down of trees without approval. Pruning of trees and woodlots and removal of dead trees is acceptable.

Vegetation to waterways - no alteration of vegetation to and along waterways in any form without approval.

Fencing - no fencing around perimeters of property. Small, decorative or defining fences acceptable but must be constructed of natural materials. Chain link enclosures for pets are acceptable but should be out of view of neighbors and/or concealed by shrubbery.

Driveways - left unpaved, no concrete finishes, no interlocking brickwork

Exterior Lighting

Minimal low level night lighting - Care should be taken not to install bright exterior lights that disturb the enjoyment of dark, starlit evenings or are directed into the street or neighbor's properties.

Size and Form

The size and height of the building should fit the size of the property and be in proportion to neighboring buildings.

Attention should be given to distances to property lines to maintain the maximum amount of spacing that can be reasonably obtained.

The form of the building should remain cottage or country in nature.
A replacement cottage should have approximately same total footprint of the original cottage.

Dwellings should be no more than two stories above grade with rooflines that make it appear as a single story dwelling.

Dwellings should not exceed 3,000 square feet (excluding below grade basements):

Outbuildings

No outbuildings other than small sheds (less than 100 square feet)

Outbuildings will be limited to a garden/golf cart shed or single-story single-car garage.

FORMS

Draft Letter of Preliminary Approval

Draft Final Approval

Draft Construction Waiver

Burlington, Ontario,

DRAFT ONLY

Attention: _____

Dear Sir:

Re: Addition to Seasonal Residence, Lot _____, Part _____
Cedar Springs Community, Burlington Ontario
Letter of Preliminary Approval

It is a requirement of the Cedar Springs Community Club that an application be made and approval received, for any exterior additions or changes to existing dwellings and property, seasonal or permanent. As such, we have received a request from you for preliminary approval of work described by _____ for our initial comments and approval.

The board has reviewed your application and grants preliminary approval subject to the following conditions:

Construction material finish is rustic and natural wood finish
Work is performed in accordance with the CSCC Design Criteria and all applicable codes, standards and meets all municipal and community bylaws
Immediate neighbors are notified and consulted and have no substantive objections
The applicant provide an inspection and report of the state of the septic system on the property
The applicant provides a signed "construction waiver" in the form prescribed by the Community, and a deposit cheque in the amount of _____.
Submission of final plans, after all other approvals and permits have been granted
Other.....

Final approval of the improvements will be given upon completion of the above conditions, and all other authorizations, permits and approvals from all authorities with jurisdiction having been received, and subject to review of any changes from the preliminary application. If you have any questions regarding the approval procedure, do not hesitate to call me, or _____ (Chairman of the Building Committee). Thank you for your attention to the above.

Yours truly,

_____, President
Cedar Springs Community

Attention: _____

Dear Sir/Madame:

Re: Addition to Seasonal Residence, Lot _____, Part _____
Cedar Springs Community, Burlington Ontario
Letter of Final Approval

It is a requirement of the Cedar Springs Community Club that an application be made and approval received, for any exterior additions or changes to existing dwellings and property, seasonal or permanent. As such, we have provided preliminary approval of work described by _____ subject to the conditions described in our letter of _____.

Final approval of the improvements is hereby granted upon the following:

- Compliance during construction with all of the conditions and criteria as per the letter of preliminary approval.
- General conformance to the final set of design drawings reviewed by the Board.
- All other requirements in authorizations, permits and approvals from all authorities with jurisdiction

Yours truly,

President Cedar Springs Community

This agreement made the _____ day of _____, 20____

Between:

Cedar Springs Community Club

hereinafter referred to as the “CSCC”

-and-

_____ hereinafter referred to as “**the Applicant**”

Whereas, CSCC is the owner of certain lands in the City of Burlington in the Region of Halton, and **the applicant** wishes to have access through a portion of those lands for the purpose of constructing a seasonal residence, hereinafter referred to as the “**Work**” ;

And Whereas, CSCC and the Applicant agree that access for construction vehicles and equipment is permissible under the condition that there is no damage or impact to any community owned property, equipment, roads, utilities, or the natural environment as a result of the work.

Now therefore this agreement witnesseth that in consideration of the mutual covenants, undertakings, terms and conditions hereinafter set forth, the Parties hereto agree with other as follows:

PART 1

1.1 Definitions

The terms defined in this Part for the purposes of this Agreement and all agreements, schedules or other documents or instruments supplemental, confirmatory, amendatory or in modification hereof or hereinafter entered into which are specifically referred to in this Agreement shall have the following meanings unless the context expressly or by necessary implication otherwise requires.

- (a) “Architect” or “Engineer” means the professional design person selected to be in charge of the “Work”
- (b) “Buildings” means the building or buildings constructed as part of the “Work”
- (c) “**Community Property**” means the lands, *trees, plants, natural vegetation, roads, bridges, structures, “Utilities”, and property* owned by the Cedar Springs Community *and / or it’s individual members in good standing as defined by the Board at the time of the Work.*
- (d) “Green Field State” means the Community Property with the Work and all its appurtenances removed leaving the said lands fully restored in a compatible state to that of the Community’s surrounding vacant lands free of any toxic or hazardous substance, contaminant or pollutant as certified by an environmental assessment carried out having regard to the then existing standards of the environmental laws and approvals for the Province of Ontario, the Niagara Escarpment Commission, and the Halton Region Conservation Authority which said assessment shall be approved by the Community and completed at the expense of **the Applicant**.
- (e) “Parties” means **CSCC and the Applicant**, their respective successors and assigns.
- (f) “Project” means the construction of the Works and any ancillary improvements to the **Community Property** and **the Applicant’s** Lands.

- (g) “Substantial Completion” means substantial performance, within the meaning of the construction Lien Act R.S.O 1990, Chapter C.30 as amended (“Construction Lien Act”), of the construction of the Work in accordance with the Plans and Specifications as certified by the Architect or Engineer.
- (h) “Utilities” means the community infrastructure and new infrastructure constructed in support of the Work including water mains, sanitary *sewers and septic systems*, storm *drainage, storm culverts and* sewers, hydro, Bell telephone, cable television and gas.

1.2 Gender and Number

Words importing the singular include the plural and vice versa and words importing gender shall include all genders.

1.3 Applicable Law

This Agreement shall be construed and enforced in accordance with the Laws of the Province of Ontario.

1.4 Obligation as Covenants

Each obligation or agreement of the Parties contained in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a Covenant. Each Covenant contained in this agreement is considered for all intents and purposes to be separate and independent and a breach by either party will not discharge or relieve the other Party from its, or their obligations.

1.5 Entire Agreement

This Agreement constitutes the entire Agreement between the Parties and supercedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties in respect to the contemplated Work.

PART 2

2.1 Construction Diligence

the Applicant agrees that during the construction of the Project it will ensure that the work will proceed with all due diligence and be done in good and workman-like manner without damage and the least amount of disruption or interruption to the *Community Property* and the other property owners within the Community in accordance with all applicable laws, orders, rules, regulations, by-laws, and requirements of the Community (including the Flatt Agreement) and all of the federal, provincial, regional and municipal authorities. In the event that it is necessary to interrupt any Privately owned or Community services or utilities, it will only be done at a time previously approved in writing by the community, which approval will not be unreasonably withheld.

2.2 Construction

the Applicant agrees to incorporate in any contract for the design or construction of the Work a provision that the Contractor will not endanger or damage any

Community Property, including but not limited to buildings, structures, utilities, services, equipment, or roads, including any person or property permitted by the Community to be in or on the same, owned or under the control of the Community. If any such damage or endangerment results which is attributable to the construction of the Work, the Contractor will forthwith make restitution, perfect repairs or provide compensation, monetary or otherwise, to the complete satisfaction of the Community, the owner, or any injured person.

2.3 Construction Completion

the Applicant agrees that if Substantial Completion of the Work has not occurred by July 2005, this Agreement shall be treated as terminated and **the Applicant** will undertake, at their own expense, to have the Work demolished and the Project Lands restored to a Green Field State or in such other state as the community may agree in writing.

PART 3

3.1 Construction Deposit

Prior to the commencement of construction of the Work, and during the term of this Agreement, **the Applicant** shall, at its own expense, provide to the Community, a cash deposit of;

Ten thousand dollars (\$10,000.00)

to be cashed by the Community and held as a deposit protecting the Community against damages howsoever arising to Community as a result of construction of the Work.

Such deposit in no way mitigates or lessens the responsibility of **the Applicant** for the full cost of such damage or endangerment, in replacement, restitution, and / or compensation, such cost thereof at all times in an amount approved by the Community, acting reasonably.

The Parties acknowledge that, pursuant to clause 2.2 above, **the Applicant** shall, upon notification by the Community, immediately repair any and all damages to Community **Property**, at their own cost. If such repairs are not completed in a timely manner, and to the full satisfaction of the Community with respect to the full state of the restitution, repairs and / or compensation, in the sole discretion of the Community, then the Community, acting reasonably, has the right to complete the restitution, repairs or compensation, the complete and full cost of which will be paid by **the Applicant** .

The construction deposit, less any amount deducted as a result of the above, shall be returned, without interest, upon Substantial Completion of the Work and notification by the Community that all obligations as described herein have been completed.

PART 4

4.1 Successors and Assigns

All of the provisions of this Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Parties hereto duly attest to by the hands of their respective proper signing authority in that behalf the day and year first above written.

CEDAR SPRING COMMUNITY CLUB

President

Applicant - Authorized Signature
