

## SCHEDULE "B" - RESTRICTIONS AND COVENANTS

1. The Purchaser / Transferee acknowledges and consents to sign a transfer of the Real Property containing the following covenants and that all subsequent transfers shall contain the same covenants or in the alternative that the said covenants will have been registered against title to the Real Property, and shall run with and benefit the Vendor's / Transferor's lands legally described as part of Lot 15 and part of Lot 14, Concession 4, in the Township, being PIN 57638-0056, (or such other lands to which the benefit of these covenants shall be assigned by the Vendor), so that all persons hereafter holding or claiming unto the parties hereto or any of them shall be bound to observe the said stipulations, restrictions and provisions; and it is hereby declared and agreed that any person so holding or claiming shall have the right to enforce observance of the said stipulations, restrictions and provisions by any other person so holding or claiming so that the said stipulations, restrictions and provisions shall enure to and be for the mutual benefit of all persons so holding or claiming. This covenant is not to be held binding upon any person except in respect of breaches committed or continued during their, his, her, or its joint or sole seisin of or title to the Real Property upon or in respect of which such breaches shall have been committed.
  - a. No structure or building of any sort shall be erected, placed or constructed on the Real Property until the architectural drawings or building plans, including a list of exterior materials and a plan showing the location and finish grade elevation of the proposed structure or building, have been approved in writing by the Transferor or its designated representative or agent, such approval not to be unreasonably withheld or delayed. It is understood that the Transferor or its designated representative or agent's review shall relate to the exterior appearance of the proposed building(s) or structure(s) only.
  - b. All dwellings and other buildings must be planned and stamped by an architect, certified technician, engineer or other qualified person approved by the Transferor.
  - c. The Real Property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including landscaped trimmings. There shall be no burying of any trash or garbage on the Real Property.
  - d. No privy or other outside toilet facilities shall be erected or installed on the Real Property.
  - e. No trailer with living, sleeping, or eating accommodations shall be placed, located, kept or maintained on the Real Property or any part thereof, save and except if the owner of the Real Property has obtained a building permit for the construction of a permanent residence within the previous year, and such permit is valid and subsisting. Construction trailers are permitted only during the period when the permanent dwelling is under construction, and this period shall not exceed 18 months.
  - f. No horses, cattle, hogs, sheep, poultry or other stock of animals other than household pets normally permitted in private or rural residential areas shall be kept upon the Real Property. No breeding of pets for sale, dog kennels or dog runs shall be permitted upon the Real Property.
  - g. Some waterfront tree clearing for view creation shall be permitted, but must not exceed 50% of the lot shoreline without the prior written approval of the Transferor. Excluding the primary dwelling building footprint, standing trees must be retained on at least 50% of the overall lot area, and no tree within 3 metres of the side lot lines shall be cut, unless written permission is granted by the Transferor. A tree is defined as being over 10 centimetres in diameter, 1 metre from the ground, and at least 7 metres tall.
  - h. The design and construction of all dwellings shall respect the following covenants:
    - i. the minimum gross ground floor area of the dwelling, excluding any non-residential areas, such as a garage, shall be 1,200 square feet on the non-waterfront lots, and 1,500 square feet on the waterfront lots. For the purposes of this instrument, "gross ground floor area" shall mean the total area of the ground floor exclusive of basements, cellars, attic, garages, sunrooms, unenclosed verandas or porches. Only that floor area having a clear height to the ceiling of at least two and one-quarter metres (2.25 metres) may be used to calculate such gross ground floor area;
    - ii. all main dwellings must have a concrete foundation;

- iii. the following exterior finishes only shall be permitted, namely, real wood and wood composite siding products, stone and stone veneer. Other building products that follow the theme of these products may be approved by the Transferor;
  - iv. the exterior finish shall be installed and completed within a period of two years from the date of issuance of the building permit for the dwelling; and
  - v. suitable colours will match the natural background. These include more neutral tones such as beige, taupe, brown, rust, grey, green and natural wood shades. Roofing materials are not restricted, but colours must conform to the same natural tones.
- i. Garages and storage sheds must be built to harmonize with the main dwelling and may not be constructed of plastic, fabric or tarpaulin material.
  - j. Boats, RVs, and other outdoor equipment on the Real Property may not be visible from the public road and must be stored in buildings on the Real Property. Parking or storage of buses, commercial vehicles, industrial equipment, unlicensed or inoperable vehicles or equipment, scrap materials, etc. is prohibited.
  - k. Propane, fuel and other tanks and storage containers on the Real Property must be shielded from view and may not be visible from the public road.
  - l. Antennae and other towers greater than 6 metres in height, and satellite dishes greater than 1 metre in diameter, require the prior written approval of the Transferor.
  - m. Renewable wind and solar installations are permitted, subject to the prior design review and written approval by the Transferor.
  - n. Fences are permitted only for safety purposes around pools, decks and hazardous areas, and as otherwise approved by the Transferor.
  - o. The power supply from the electric utility at the public road to the dwelling must be buried unless above ground service is approved in writing by the Transferor.
  - p. To protect both the health of the wild animal population and the appearance of the Real Property, all garbage must be managed in wildlife resistant containers.
  - q. Small, discreet home office-based professional services and childcare services are permitted. Manufacturing, contracting or other businesses are not permitted.
  - r. Signage is permitted for (i) the sale of the Real Property only during the period of sale, (ii) the business services allowed above and (iii) home builder marketing only during the period when the permanent dwelling is under construction. No other marketing, advertising or signage is permitted, unless approved in writing by the Transferor. Business signage must comply with the finishes, products and colour standards described in the dwelling covenants above.
  - s. The Transferor retains the right to alter the covenants set out in subparagraphs 1(a) to (r) above in response to changing market conditions or unforeseen developments, at its discretion.
  - t. The Transferee acknowledges the following:
    - i. that noise and vibration may be transmitted from the hydroelectric operations at the Barrett Chute Generation Station and that the Township of Greater Madawaska and Ontario Power Generation Inc. accept no responsibility for any such effects on any building and/or occupants;
    - ii. that building permits for dwellings may incorporate, if applicable, the recommendations, if any, contained in the Noise and Vibration Feasibility Study, prepared by HGC Engineering (Howe Gastmeier Chapnik Limited) dated January 15<sup>th</sup>, 2014 and posted online at [www.barrettchute.com/developmentdocuments](http://www.barrettchute.com/developmentdocuments). The said Noise and Vibration Feasibility Study did not contain any recommendations and concluded that:

- a. "No significant vibration sources were found at the subject facility, and no perceptible vibrations were observed at the proposed development site."
  - b. "The acoustical environment surrounding the site is rural, composed primarily of natural sounds. There were no other significant sources of noise noted in the area."
  - c. "...no special noise control measures are required."
- iii. that water treatment equipment may be required to reduce concentrations of a number of aesthetic parameters in the water supply and there is potential for some colour in the water that may not be completely treatable. Conventional water softeners may be desired by homeowners to treat minor aesthetic objectives and operational guideline exceedances of the Ontario Drinking Water Standards, such as hardness, iron and manganese. The use of sodium chloride in conventional water softeners may increase the concentration of sodium in water from the water softener and sodium concentration in the raw water supply may exceed the Ontario Drinking Water Standards warning level for persons on sodium-restricted diets;
  - iv. that the development setback from the shoreline shall not be less than 30 metres for Lots 1-21 and 31-33 on Plan 49M86. The Transferee of each of Lots 1-21 and 31-33 on Plan 49M86 acknowledges having received from the Transferor a copy of the final lot grade and drainage plan and an information package, prepared by a qualified environmental consultant, providing information on the significance and function of the 30-metre buffer, as well as recommendations that can be implemented on a lot-by-lot basis to ensure that the buffer functions as intended over the long term both from a water quality and ecological perspective;
  - v. that future additional phases of the Barrett Chute development are planned for lands adjacent to and near the Real Property. These lands are shown on the Barrett Chute development web site at [www.barrettchute.com](http://www.barrettchute.com).
2. The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that:
- a. should damage be caused to any of the Works in Plan 49M86 by any action or lack of any action whatsoever on his part, the Chief Administrative Official of the Township or his/her designate (the "C.A.O.") may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the C.A.O. may cause the damage to be repaired and shall recover the cost of the repair plus thirty (30%) percent of the cost for supervision and thirty (30%) percent of the cost for administration under the *Municipal Act, 2001*, S.O. 2001, c.25 as amended in like manner as municipal taxes;
  - b. he will not request nor will the Township be required to issue a building permit(s) until all requirements with respect to underground Works, road base course and granular "A" on which such land fronts have been carried out and have received Approval of the C.A.O.; such road has been connected by roads which are, at least, at a similar stage of completion, to the overall Township road network and until the whole or such portion of the mass earth moving or general grading as the C.A.O. deems necessary has been completed and approved. However, building permits may be issued if, in the sole opinion of the C.A.O., the aforementioned Works are proceeding satisfactorily, in which case, the Transferee shall not occupy nor permit the building(s) to be occupied except with the written consent of the C.A.O. on being satisfied that the aforementioned Works are being carried out and Acceptance has been given to the aforementioned Works;
  - c. he will not alter the slope of the Real Property nor interfere with any drains established on the said lands, except in accordance with the established final Drainage and Grading Plan, no anything which will affect drainage to or from adjoining lands, without the written consent from the Transferor or its designated representative and of the C.A.O., and further the Transferee will maintain any such alterations approved by the Transferor, its designated representative and the C.A.O; and
  - d. he will not plant poplar, alder, aspen, willow, elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (i.e. Silver and Manitoba) or other species as may be determined by the C.A.O. within the lands to which this Agreement applies nor adjacent lands in its ownership.