

BUTLER'S CREEK SUBDIVISION

SCHEDULE "B"—RESTRICTIVE COVENANTS

WHEREAS the Transferor has subdivided lands known as Registered Plan 408 (hereinafter called "the Subdivision") and with a view of maintaining the general character of all the land so subdivided has agreed to restrict the use of the said lands and to enter into mutual covenants with the respective Purchasers of lots within the Subdivision with respect to the grading of the said lots, the protection of the services, the description of the buildings to be erected upon the said lots and the use and occupation of the said lots, and has agreed that it shall be a general and an indispensable condition of the sale of any or all of the lots within the Subdivision that the several Purchasers thereof, their respective heirs, executors, administrators, successors and assigns shall observe and abide by the several stipulations, restrictions and provisions herein set forth;

NOW THEREFORE to the intent that the burden of these covenants shall run with the lands hereby conveyed in favour of all other lands within the Subdivision, the Transferee hereby covenants with the Transferor that the owners from time to time of the lot or lots hereby conveyed; or any part thereof, shall henceforth observe and comply with the stipulations, restrictions and provisions set out below and that nothing shall be constructed, erected, installed, fixed, placed or done in breach or violation of or contrary to the fair meaning of the said stipulations, restrictions and provisions:

1. The Transferee for himself, his heirs, executors, administrators and assigns covenants and agrees that the grades established on individual lots are in conformity with the approved Grading and Drainage Plan and shall not be altered by the addition or removal of fill unless such actions receive the prior written approval of the Engineer of the City of Brockville.
2. No structures whatsoever shall be constructed in or on any drainage swale.
3. No permission shall be denied to the Transferor, its successors, agents and /or servants for the purpose of entering upon the subject lands, upon reasonable notice, in order to comply reasonably with the provisions of the Subdivision Agreement dated November 14, 1997 and registered as instrument number 282693 (hereinafter called "the Subdivision Agreement") and the Site Plan Control Agreement dated November 25th, 1997 and registered as instrument number 283146 (hereinafter called the "Site Plan Control Agreement") and that the Transferee shall execute such documentation as may be reasonably required for the purpose of compliance with the provisions of the said Agreements.
4. No change, alteration or modification shall be made in the material, design, colour, style, quality or any other noticeable feature of the exterior of any townhome dwelling unit or the individual components thereof unless the consent in writing of the owners of all dwelling units of the block of units in which the dwelling unit is situate is first obtained. No Owner will disable the sump pump located in the dwelling unit and shall maintain the sump pump in working order.
5. No signs, TV antennae, satellite dishes (with the exception of 18 inch satellite dishes located at the rear of the property), clothes lines, decks or advertising structure or matter of any kind shall be placed on any lot within the Subdivision with the exception of a "For Sale" sign, unless the consent in writing of the owners of at least 75% of the lots in the Subdivision is first obtained.
6. For the purposes of the consent referred to in each of paragraphs 4 and 5 hereof, two or more co-owners of a lot shall together constitute one owner.
7. No owner shall commence occupancy of a unit unless such owner shall have first executed and delivered to the Vendor (or, where all residential units have been sold, to Butler's Creek Homeowner's Association) an Undertaking in writing to:
 - a. join the Butler's Creek Homeowner's Association ("the Association") upon the formation thereof.
 - b. comply with the Rules and Regulations of the Association as adopted from time to time, including without limitation the provisions contained in the Butler's Creek Homeowner's Association Agreement as amended from time to time.

- c. An Owner shall include a mortgagee in possession or a mortgagee exercising its rights pursuant to a contractual or statutory right on power of sale.
8. No fence, wall or hedge shall be installed, erected or planted except in the rear yard of a lot and except with gates which contain a lock provided by the Association Manager for which one master key is available to permit ready access to and egress from each rear yard for the purpose of entry for maintenance. No fence or wall shall be erected except fences or walls six (6') feet in height and fences which are pressure treated. Hedges not exceeding six (6") feet in height may be planted and maintained and/or trimmed to that height.
9. No dog or any other pet that constitutes a menace or a nuisance shall be kept within the Subdivision. No more than two (2) household pets shall be allowed per dwelling unit. No unlicensed cars or trucks shall be parked outside any dwelling unit. No boats, trailers of any description, snowmobiles or building materials of any kind shall be stored outside any dwelling unit.
10. It being the intention that each party wall shall be perpetual, any party wall that is destroyed or damaged shall be rebuilt or repaired with reasonable dispatch, the cost of such rebuilding or repairs to be borne as stipulated herein. The term "party wall" as used herein means a wall which the property line divides into two strips, one belonging to each of the neighbouring owners.
11. Nothing shall be done on any lot that shall have the effect of causing any destruction of or damage to any party wall. In the event of any such destruction or damage, the owner of the lot causing such damage or destruction shall be solely responsible for the cost of the rebuilding or repairs.
12. In the event of repairs, maintenance and/or reconstruction of a party wall as a result of reasonable wear and tear, the costs of same shall be borne equally by the owners of such party wall; provided that this provision shall not apply to repairs and maintenance of a decorative nature only, which latter repairs and maintenance shall be at the sole expense of the owner effecting same.
13. No noise shall be permitted to emanate from any property within the Subdivision which shall constitute a nuisance to the other owners and/or occupants of the Subdivision. For this purpose, any noise measuring 70 decibels or more shall be deemed to constitute a nuisance.
14. Nothing in this Schedule shall relieve the owner of the obligation to comply with all zoning and building by-laws in force within the municipality.
15. The Transferee for himself, his heirs, executors, successors and assigns covenants and agrees to exact from each and every Transferee and/or Purchaser hereafter of the subject lot a covenant to observe, perform and keep the covenants herein contained.
16. For the purposes of these restrictive covenants, "lot" is defined as a residential unit and the lands appurtenant thereto within the Subdivision.

DATED this day of , 20

WITNESS:

Purchaser

Purchaser