

### Schedule of Restrictive Covenants for Blocks on 21M302

1. The Registered Owner, on behalf of itself, its successors, successors in title and assigns hereby irrevocably covenants to observe and comply with all of the covenants and restrictions set out in this Schedule, the intent being that the burden and benefit of such covenants and restrictions shall run with all of the lands and each subsequent subdivision thereof and described as being composed of Blocks 22 to 27 Plan 21M302, inclusive, Township of Stirling-Rawdon, County of Hastings in the Land Titles Division of Hastings (No. 21) (hereinafter each individual Block referred to as a "Block" and the lands collectively called "the Blocks" and a "building" being a building containing one or more residential dwellings constructed on a Block or part thereof, and a "dwelling" being a residential unit located within a building, and the parcel of land on which a dwelling is situate referred to as a "Lot").
2. The following covenants shall be deemed to run with the Blocks and each subsequent subdivision thereof and remain in full force and effect:
  - (i) The roof shingles on each dwelling constructed on the Blocks shall not be replaced except with shingles of the same quality, texture and colour as the same are on the other dwelling(s) in the same building.
  - (ii) The exterior windows, doors, siding, fascia, soffits and other exterior components of each dwelling constructed on the Blocks shall not be replaced except with exterior windows, doors, siding, fascia, soffits and other exterior components of the same quality, texture and colour as the same are on the other dwelling(s) in the same building.
3. If any term or provision of this Schedule of Restrictive Covenants or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this Schedule of Restrictive covenants or the application of such term or provision to all persons other than those to whom it is held to be invalid or unenforceable, shall not be affected thereby and each term and provision of this Schedule of Restrictive Covenants shall be separately valid and enforceable to the fullest extent permitted by law.
4. Provided always that notwithstanding anything herein contained, Farnsworth Construction Ltd., shall have power by instrument or instruments in writing from time to time to waive, alter or modify the above covenants and restrictions in the application to any Lot without affecting their validity as the same applies to the remaining lots in the subdivision.
5. The Registered Owner, from time to time, of a Block or part of a Block, acknowledges that this schedule of Restrictive Covenants shall be deemed attached to and form part of each transfer/deed transferring the Block or part of a Block to such Registered Owner, whether or not it is actually attached. The registration of such transfer/deed shall constitute acceptance by the Registered Owner of the obligations set out in this schedule of Restrictive Covenants.

**Restrictive Covenants for Lots and Blocks on 21M302**

The lands to which these restrictive covenants (the "Restrictive Covenants") apply are all of the Lots 1-21 and Blocks 22-27 (or subsequent subdivision thereof) inclusive on Plan 21M302, in the Township of Stirling-Rawdon, County of Hastings.

For the purposes hereof, the term "Transferee" means any owner of any one or more of the Lots or Blocks or block (or subsequent subdivision thereof) and their heirs, executors, administrators, successors and assigns in title, and the term "Transferor" means Farnsworth Construction Ltd., and its successors and assigns and Municipality means "The Township of Stirling-Rawdon". The terms "Lot" or "Block" means all of all of the Lots 1-21 and Blocks 22-27 (or subsequent subdivision thereof) inclusive on Plan 21M302

The Transferee agrees with the Transferor that the Restrictive Covenants are hereby annexed to all Lots and Blocks (or subsequent subdivision thereof) in Plan 21M302. The Transferee covenants with the Transferor to observe and comply with the Restrictive Covenants and agrees not to use any lot or block (or subsequent subdivision thereof) or permit any lot or block (or subsequent subdivision thereof) to be used in a manner that violates the Restrictive Covenants.

The Restrictive Covenants are for the use and benefit of the Transferee and every other present and future owner of the Lots. The burden of the Restrictive Covenants shall run with the title to each and every Lot and Block (or subsequent subdivision thereof) in Plan 21M302 for the benefit of the remainder of the Lots and Blocks (or subsequent subdivision thereof) in Plan 21M302.

The Transferees, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree as follows:

1. No construction or building operation, including excavation, shall be commenced until the architectural design and site plan have been approved in writing by the Transferor, such approval not to be unreasonably withheld, a decision thereon to be given within ten (10) days of delivery of the plan to the Transferor, and no such construction or building operation shall be carried on except in conformity with such approved architectural design and site plan.
2. Each structure's exterior shall be fully completed and all construction rubble shall be removed from the lot site not more than one (1) year after the issuance of the building permit for such structure.
3. The Transferees covenant to, at their own expense, install a paved, concrete or interlocking brick driveway within five (5) years of the date of occupancy of the dwelling to be constructed and to complete the landscaping (grass seeding or sodding) of the Lot or Block and to plant one tree of a species approved by the Transferor within two (2) years of the date of occupancy of the dwelling to be constructed. The Transferees shall be responsible for any and all costs related to the cost of the repair of any utility services damaged during the landscaping of the Lot or Block or the surfacing of the driveway. No recycled asphalt shall be used to pave the driveway. The paving shall meet the minimum standards as required by the Municipality.
4. No fence or fencing shall be erected or be permitted to be erected from the front line of the dwelling to the front lot line or closer to the street than the front building line of any adjoining Lot or Block.
5. No receiver for communications, antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any dwelling or garage, except for a satellite dish measuring less than thirty (30) inches in diameter.
6. No clotheslines, other than umbrella or collapsible types, shall be permitted.
7. No used building or mobile home shall be moved onto the property for any purpose whatsoever.
8. No used building, trailer with living accommodations, commercial truck or similar vehicle, motor home, recreational vehicles (RV), boats or trailers, or any personal vehicles not used

on a daily basis, shall be parked or placed upon the Lot or Block, except where they are wholly enclosed in a garage attached to a dwelling on the Lot or Block or parked to the rear of the dwelling.

9. No temporary shelters of any material, type or purpose, including but not limited to the sheltering of motor vehicles, water craft, recreational vehicles, all terrain vehicles, snow machines, trailers and any type of equipment or material shall be permitted on the driveways.
10. The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not alter the grading of the lands described herein nor interfere with any drains or drainage features established on the said lands, except in accordance with the Lot Grading and Drainage Plans as approved in the Subdivision Agreement, without the prior written consent of the Municipality; and further, the Transferee will maintain the lot grading as described in said Lot Grading and Drainage Plans. The Transferor shall have the right, at all reasonable times, to remove, or cause removal, or repair or replace any matter or thing upon the Land in breach of these restrictions; provided that such removal or repair shall be at the expense of the owner of the Land, payable on demand. The Transferee consents to entry upon the lands for such purpose, and such entry shall not be deemed a trespass.
11. Neither the Transferee nor anyone permitted on the Property by it shall tamper or interfere with the Municipality's waterworks system, nor shall the Transferee nor any person permitted on the Property by it connect to or operate any pipe, valve, meter, hydrant or other part of the Municipality's waterworks system without the prior approval of the Municipality. All hydrants shall be kept clear of any obstruction for a minimum radius of 3 metres.
12. The Transferee agrees to permit the Transferor and the Municipality to enter upon the Lots and Blocks to carry out the terms of Subdivision Agreement, including, without limiting the generality of the foregoing, the right but not the obligation to enter upon the subject lands to rectify any obstruction of storm drainage flow that interferes with the acceptance of water from any connecting easements/swale or removes or permits to be removed any soil from any drainage swale and to correct any grading all at the expense of the Transferee.
13. The Transferee (which includes subsequent owners) from the date of transfer of title to it shall not allow or permit the Lot or Block or part thereof owned by it to fall below a Minimum Standard of Maintenance as defined herein. "Minimum Standard of Maintenance" shall mean the following:
  - (a) all grassed areas shall be regularly mowed and maintained, and newly seeded and/or sodded areas are to be watered as needed;
  - (b) all areas of the Lot or Block or part thereof shall be kept free of weeds;
  - (c) all grading shall conform to the lot grading plan for the subdivision as provided for in paragraph 10 hereof;
  - (d) all areas shall be kept free of garbage, debris, and ungraded fill; and
  - (e) all areas shall be maintained in a neat and tidy appearance.

In the event that the Transferee (or the owner at the time) shall permit the Lot or Block or part thereof owned by it to fall below a Minimum Standard of Maintenance, the Transferor shall be entitled to take such action as may be required to bring the Lot or Block or part thereof back up to a Minimum Standard of Maintenance and recover the costs to do so from the Transferee (or the owner at the time) payable forthwith. PROVIDED THAT the Transferor shall give the Transferee (or the owner at the time) reasonable notice to remedy the situation before the Transferor makes arrangements to bring the Lot or Block or part thereof back up to a Minimum Standard of Maintenance. In this case reasonable notice is defined as one week and may be given verbally or in writing delivered to Lot by leaving same pinned to the front door, or delivered by regular mail or by email.

14. The Registered Owner, from time to time, of a Lot, Block or part of a Block agrees to observe and comply with any and all of the terms, conditions and provisions of the subdivision agreement registered on title.
15. These covenants shall be binding upon and endure to the benefit of the Owners from time to time of any part of the above described lands, their respective heirs, executors, administrators, successors and assigns.
16. If any term or provision of this Schedule of Restrictive Covenants or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this Schedule of Restrictive covenants or the application of such term or provision to all persons other than those to whom it is held to be invalid or unenforceable, shall not be affected thereby and each term and provision of this Schedule of Restrictive Covenants shall be separately valid and enforceable to the fullest extent permitted by law.
17. Provided always that notwithstanding anything herein contained, the Transferor, shall have power by instrument or instruments in writing from time to time to waive, alter or modify the above covenants and restrictions in the application to any lot or block or part thereof without affecting their validity as the same applies to the remaining lots and blocks or parts thereof in the subdivision.

---

The Purchaser/Buyer acknowledges and agrees that the attached Restrictive Covenants will be registered on title to the Property and furthermore agrees to be bound by and comply with same.