

SCHEDULE "A"

MCEWEN'S MILL – PHASE 1

COVENANTS AND BUILDING RESTRICTIONS

LOTS 1 to 30 Inclusive, Plan 27M103



1. The following covenants shall, in accordance with the Subdivision Agreement, be contained in all contracts of sale by the Owner of any lot in the Subdivision and shall be incorporated in all deeds from the Owner, with the express intent that they shall be covenants running with the lands for the benefit of the lands in the Subdivision as a building scheme:
 - (i) The Grantee, for themselves, their heirs, executors, administrators and assigns covenant and agree that they will not alter the slope of the lands described herein nor interfere with any drains established on the said lands, except in accordance with the established grading and drainage plan, without the written consent of the Township Engineer of the Township of Beckwith,
 - (ii) That no fences, shrubs or trees shall be placed on any drainage easements. Further, grading within any drainage easements shall be minimal and shall not hinder access for maintenance equipment,
 - (iii) Because the road and offtake ditches are designed to collect surface storm runoff only, no underground pipes or conduits shall be constructed to discharge into the ditches without the written permission of the Township Engineer,
 - (iv) The Grantee, for themselves, their heirs, executors, administrators, successors and assigns covenant and agree that they will maintain the land from the edge of the gravel shoulder to their lot line in a neat and orderly fashion including cutting the grass regularly and replacing any that dies and will maintain the stone infiltration strip where provided and remove any debris, leaves, grass, and sediment, all to the satisfaction of the Township of Beckwith, and
 - (v) The future owners of lots within the Subdivision are advised that the general maintenance and upkeep of all ditches and drains within the Subdivision will be the responsibility of the property owners.

2. The following covenants shall, in accordance with the Subdivision Agreement, be contained in all contracts of sale by the Owner of any lot in the Subdivision and shall be incorporated in all deeds from the Owner, with the express intent that they shall be covenants running with the lands, as long as the lands are vacant, for the benefit of the lands in the Subdivision as a building scheme:
 - (i) That all lots shall be made suitable for the installation of sewage systems prior to or at the building permit stage to the satisfaction of the Rideau Valley Conservation Authority,
 - (ii) That sewage disposal systems should be constructed in areas with a minimum of 0.3 metres of native soil, where possible,
 - (iii) That all wells shall be located and constructed in accordance with the recommendations of the Hydrogeological Report attached as Schedule "O" of the Subdivision Agreement. The Owner shall provide a copy of the report to future property owners,
 - (iv) That all wells shall be located the minimum separation distance from septic system leaching beds and other septic system components as specified by the current Ontario Building Code regulations and this separation distance shall be increased where practical. Furthermore, wells should be located on higher ground where possible. Existing wells that do not meet these criteria shall be upgraded to this standard or properly abandoned,

- (v) That all future on-site water wells shall be constructed with steel casing grouted to a depth of at least 30.5m below ground surface completed in competent bedrock. All wells shall be constructed in accordance with the Ontario Regulation 903 and the Township of Beckwith Well Compliance requirements,
- (vi) That Supervision of well casing installation by a qualified professional engineer or hydrogeological consultant is required to ensure that wells are constructed in accordance with the requirements and the well compliance reports shall be submitted to the Chief Building Official,
- (vii) That before occupancy of the house a civic address number, as designated by the Township, shall be placed in accordance with the applicable Municipal By-Law,
- (viii) That an automated photocell-operated 60 watt minimum lawn lamp shall be installed on private property within (1) metre of the front lot line of each lot in the Subdivision, in accordance with specification approved by the Hydro Electric Power Commission of Ontario. Power to service the lamps on each lot shall be provided from the power supply of the dwelling unit to be constructed on each lot, which power shall be supplied at the expense of the Owner of the dwelling unit. The Owner of the dwelling unit shall maintain and keep in working order, and regularly lit every night the said lawn lamp, including carrying out the replacement of bulbs and the repair of the line if such is damaged,
- (ix) That each lot shall be developed in accordance with the approved Storm Water Management Report and Lot Grading and Drainage Plan. Alternatively, a site-specific Lot Grading and Drainage Plan must be prepared by a professional engineer which must comply with the overall drainage system contained within the approved report, must not adversely affect neighboring properties, and must adequately drain the subject lands. A copy of the approved report and plan shall be made available to lot purchasers from the Owner,
- (x) That the approved Lot Grading and Drainage Plan has been designed to demonstrate how a dwelling and septic system can be constructed and graded on each lot so that drainage is directed away from these features. There may be areas of ponding or slow drainage beyond the building envelope of each property,
- (xi) That Hydro and telephone service lines have been installed to the lot,
- (xii) That the Hydro and telephone service lines from the street to the building will be placed underground,
- (xiii) That the Chief Building Official has the authority to request certification from a qualified professional that the Underside of Footings Elevation is in conformity with the approved Grading and Drainage Plan,
- (xiv) That heat pumps have not been approved for use in this Subdivision and that their feasibility should be examined by a qualified hydrogeologist prior to their installation in order to avoid potential related problems of water supply and water quality,
- (xv) That conventional water softeners may be desired by homeowners to treat minor operational guideline exceedances of the Ontario Drinking Water Standards, such as hardness and minor aesthetic exceedances such as iron,
- (xvi) That grass cutting along the road-side within the Subdivision be the responsibility of the property owner,
- (xvii) That the general maintenance and upkeep of all ditches and drains pertaining to this Subdivision be the equal responsibility of all property owners,
- (xviii) The Owner, personally and on behalf of all future owners within the Subdivision acknowledges that pupils residing within the Subdivision are not guaranteed the right to attend the nearest public school. Pupils may be required to travel to other public schools within the County in accordance with policy of the Upper Canada District School Board and Catholic District School Board of Eastern Ontario,
- (xix) That a portion of the ditches within the Subdivision are adjacent to relatively flat off-take ditches along the side, rear, or front lot lines. The Owner(s) of such lots acknowledge that these ditches form part of the Subdivision drainage system, and that ponding of water in these ditches may occur from time to time. The Owner(s) further acknowledge that the Township of Beckwith is not responsible for any nuisance associated with the occurrence of ponding,

- (xx) The Health Unit advises that water softener and iron filter discharge must not be directed to the sewage system unless the system has been designed to accept such discharges, and
 - (xxi) The Owner has prepared and will provide to prospective purchasers a 'Homeowner's Stewardship Manual – McEwen's Mill Subdivision' which provides information on the natural environmental features of the Subdivision and recommendations on how lots should or should not be developed. The Township and Mississippi Valley Conservation Authority recommend that future homeowners follow these recommendations.
3. The following Developer's Covenants shall be contained in all contracts of sale by the Owner of any lot in the Subdivision and shall be incorporated in all deeds from the Owner, with the express intent that they shall be covenants running with the lands for the benefit of the lands in the Subdivision as a building scheme:
- (i) No outbuilding or garage greater than 750 square feet in area shall be constructed without the written approval of the Developer, Brownlee Land Development Inc., and the Township,
 - (ii) No building shall be constructed within 100 feet of the front property line of the lot without the written approval of the Developer and the Township,
 - (iii) No blasting nor rock drilling may occur on the lots without the written approval of the Developer,
 - (iv) No fences may be constructed in the front of the home nor may any fence visible from the street be made of a material other than wood, vinyl, or metal. No chain link fencing may be used unless approved in writing by the Developer,
 - (v) No livestock or farm animals are permitted in the Subdivision, including domesticated animals such as cows and chickens, and wild animals raised in confinement, such as mink and fish,
 - (vi) No property owner will, without the approval of the Developer, dramatically alter the original colour scheme of the house purchased (in the opinion of the Developer), without the approval of the Developer,
 - (vii) No external television antenna shall be erected on the lands and premises so long as an underground cable television facility is available to service the said lands and premises. All satellite dish antenna devices shall be adequately screened from view from the roadways and adjoining properties and shall not be erected without prior consultation and written approval from the Developer,
 - (viii) No exterior clothesline shall be erected or used, unless adequately screened, put in the rear of the home and with the written approval of the Developer,
 - (ix) No excavation shall be made on the lands except excavation for the purpose of landscaping and gardens. Pools and other major excavations require the written approval of the Developer,
 - (x) No building waste or other material of any kind shall be dumped or stored on the lands for more than 2 weeks in connection with the erection of a building,
 - (xi) The exterior of any dwelling unit and its gardens and grounds shall not be left in an unsightly or untidy condition. Topsoil, sand, or other aggregates being used for landscaping purposes will not sit on the property for longer than 2 weeks without the written approval of the Developer,
 - (xii) No person shall, without the express written approval of the Developer, place a temporary structure on a lot nor use any part of a lot for the purpose of exterior storage, for the parking of a derelict vehicle, recreational vehicle, trailer, motor home, bus, commercial vehicle, or vehicle of more than a 1/2-ton capacity, nor for the purpose of long-term parking of vehicles under repair or not in good working order,
 - (xiii) No property owner shall allow water flow through the culvert on his or her lot to be impeded by grass or other material,
 - (xiv) No exterior finishing of any outbuilding or garage shall be left unfinished beyond 4 months from its original building permit date. Any outbuildings shall match, to the best of the owner's ability, the exterior colour/finish/style of the home,
 - (xv) No motorized vehicles will be operated on walking paths or trails within the Subdivision,
 - (xvi) No plantings, structures, fences, hedges, or other improvements shall be permitted on walking paths or trails without the written approval of the Developer,

- (xvii) No existing driveways or predetermined driveway locations shall be altered without the written approval of the Township and Developer,
- (xviii) No lawn and garden maintenance equipment, storage sheds, or play structures shall be located or stored in front yards, without the written approval of the Developer,
- (xix) No billboards, notices, or other advertising matter of any kind, except those offering home for sale and/or temporary political candidate signs, shall be placed on any part of the building lot, building, fences, trees, or other structures, without the written approval of the Developer,
- (xx) No business involving the sale, rental, or trade in physical products may be operated out of the Subdivision where it involves one or more of the following, unless approved in writing by the Developer:
 - a/ a person who is not a resident of the Subdivision that is an actual or potential employee, sub-contractor, or customer of the business, attending the Subdivision for business purposes, including picking up or delivering products, b/ parking within the Subdivision of more than one commercial vehicle related to the business, c/ storing inventory of the business within the Subdivision,
- (xxi) No repairs to any motor vehicle shall take place on a building lot except in an enclosed garage,
- (xxii) No unregistered vehicles, commercial vehicles, trailers, boats, or other objects shall be parked on the street for longer than 2 weeks in total,
- (xxiii) No hunting is permitted in the Subdivision,
- (xxiv) Incinerators and other refuse-burning devices are not permitted in the Subdivision,
- (xxv) The lots shall only be used for private single family occupied residential purposes and no attached or semi-detached house or duplex shall be erected on these lots and not more than one detached home may be erected on a lot,
- (xxvi) No trees will be removed from the lots except where the trees have died or present a hazard or where written approval is given by the Developer,
- (xxvii) No landscaping will be installed by the property owner that is not grass sod, shrubs, trees, and hard surfaces of natural materials, nor landscaping which materially affects the view of other property owners in the Developer's opinion, without the written approval of the Developer,
- (xxviii) No individual lots in the Subdivision may be further subdivided.