

**SCHEDULE**  
**RESTRICTIVE COVENANTS**

**DRAYTON HEIGHTS SUBDIVISION**  
**PHASE 1, STAGE 1**  
**PLAN 61M-XXX**

The burden and benefit of the following covenants and restrictions shall run with each of the lots, blocks or other parcels (referred to herein individually as "Lot" and collectively as the "Lands") comprising the Plan of Subdivision for DRAYTON HEIGHTS, Phase 1, Stage 1 (the "Plan"). The covenants and restrictions herein contained shall be binding upon and endure to the benefit of the respective heirs, executors, administrators, successors and assignees in title from time to time of the owners of the Lands, or any part or parts thereof. These covenants and restrictions shall run with the Lands and be in force for a period of forty (40) years from the date of registration of the Plan. For the purposes of these covenants and restrictions, "Vendor" means Activa Holdings Inc. or its appointee; "Purchaser" shall mean each registered owner of the Lands or, parts thereof, to whom registered title was conveyed directly by the Vendor and "Transferee" shall mean a Purchaser or any other registered owner of the Lands or anyone named in any document transferring title of any part of the Lands, and "Municipality" means the governing authority of local government, being either the City or Regional Municipality.

Each Transferee hereby covenants and agrees with the Vendor and each and every other Transferee from time to time and with their respective heirs, executors, administrators, successors and assignees, for the benefit of the Lands as may benefit therefrom and for the benefit of the Vendor and the other Transferees as a building scheme, to observe and comply with the covenants and restrictions contained herein and that nothing shall ever be erected, placed or done upon the said lands in breach or violation or contrary to the fair intent and meaning of the said covenants and restrictions contained herein.

**SECTION 'A': TITLE**

A.1 No Lot may be sold or transferred by a Purchaser until the construction of an approved dwelling thereon has been completed.

A.2 With respect to each Lot should the Purchaser:

- i) fail to commence or cause to be commenced the bona fide construction of a dwelling approved by the Vendor within a period of three (3) years from the date that the Purchaser was able to obtain a building permit for the construction of an approved dwelling (which date shall be deemed to be the Building Permit Availability Date or Adjustment Date if provided for in any agreement of purchase and sale entered into between the Vendor and Purchaser with respect to the conveyance of the respective Lot);
- ii) fail to complete and obtain an occupancy permit for the construction of the approved dwelling within one year of the date the building permit was issued for same; and/or
- iii) sell or transfer title to a Lot prior to the completion of the construction of an approved dwelling on the respective Lot without the prior written consent of the Vendor first having been obtained;

then, the Vendor shall have the option or privilege of repurchasing the respective Lot from the Purchaser or, Transferee, as the case may be, at any time thereafter for the total amount of the original purchase price paid by the Purchaser to the Vendor in respect of the Lot. The Vendor shall be entitled to exercise such option by providing written notice to the Purchaser, or its successors or assigns in title, advising of its intention to exercise its option or privilege and the purchase price at which the option or privilege is to be exercised. The Vendor shall be entitled to a conveyance of the said Lot(s) within thirty (30) days of providing written notice to the Purchaser of its intention to exercise the option or privilege. In the instance of such option being exercised by the Vendor, the Vendor shall not be required to reimburse the Purchaser for any costs incurred by the Purchaser, directly or indirectly, on account of or in respect of its ownership and possession of the Lot(s) nor for the value of any improvements made to the Lot(s).

For the purposes of this clause, bona fide construction shall be defined as the complete installation of all footings consistent with the plans approved by the building department of the governing municipality for the purpose of obtaining a building permit on the Lot(s).

A.3 The Vendor or its successors and assignees shall have the power by instrument in writing from time to time to waive or vary any of these restrictions notwithstanding that dwellings may have been erected upon the Lots, the Lots sold by the Purchaser or the Purchaser's successors in title or the dwellings erected are occupied by families as hereinbefore provided; provided, however, that this power shall not be exercisable so as to create a radical alteration in the scheme comprised in the restrictions.

- A.4 The covenants herein contained shall be deemed independent and severable and the invalidity or unenforceability of any one covenant shall not affect the validity or enforceability of any other covenant.
- A.5 The covenants in respect to the foregoing protective restrictions shall extend to and be binding upon the respective heirs, executors, administrators, successors and assignees and successors in title of the Vendor and the Purchaser.

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**SECTION 'B': SITE CONDITIONS**

- B.1 No material removed from the Lots shall be placed on any adjoining Lots or any property belonging to the Vendor and further, no material shall be placed on the Lots so as to interfere with the drainage of surface water, as aforesaid, in accordance with the drainage control plan.
- B.2 No building, waste or other material of any kind shall be dumped or stored on the Lots, except clean earth for the purpose of levelling in connection with the erection of a building thereon.
- B.3 Drainage swales shall be constructed and maintained in accordance with the Lot Grading Plan to provide surface water run-off and each Lot shall be graded to slope from the house to the Lot lines. There shall be designated on the plans submitted to the Vendor's engineer or the governing Municipality the grade levels and the direction of drainage for each Lot to provide for surface water run-off in accordance with the Lot Grading Plan. The Purchaser hereby agrees to provide the necessary free access required for the purpose of constructing, installing, inspecting, maintaining, repairing and renewing the said drainage swales, grade levels and all problems created by drainage.
- B.4 Final grading of the Lot shall take place within a reasonable period of time after the completion of the building but no later than eighteen (18) months after building permit issuance of the said building. Weeds shall be removed and grass, together with foundation plantings in keeping with reasonable landscaping requirements of the Vendor and/or Municipality, shall be completed within eighteen (18) months from the date of building permit issuance of the said building.
- B.5 The Purchaser hereby agrees to comply with all of the terms and conditions of the Subdivision Agreement, or Agreements as the case may be, with specific and strict compliance in respect to terms and conditions relating generally and specifically to the construction of dwellings and the grading and landscaping of Lots.
- B.6 No living trees, protected by the tree saving plan approved by the Municipality or otherwise, shall be cut down or removed without the prior written consent of the Vendor except those trees standing within an area to be excavated for the erection of a building and those required to be removed to permit compliance with the approved grading plan in which case removal of such trees shall first be approved by the Municipality.
- B.7 The Purchaser is responsible to sod the Lots and the boulevards in all areas except where a dwelling or driveway has been constructed. The Vendor shall undertake to install boulevard trees at its own expense in accordance with the subdivision landscaping plan approved by the Municipality.
- B.8 The Vendor hereby reserves the right, for itself, its successors and assignees, servants, agents, employees and workmen to enter on, along or upon the said lands at any time from the date hereof, for completion of and to effect such corrective measures affecting the lands or the grading or drainage of the said lands or the subdivision as may be required by the local or regional municipality, any affecting governmental authority or by the Vendor to enforce compliance with the covenants and restrictions herein contained and the obligations of the original Purchaser under the terms of the purchase and sale agreement between it and the Vendor. Such reservation or license shall terminate when the services and roads for the subdivision have been assumed by the municipality and the subdivision has been accepted by the municipality.

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**SECTION 'C': BUILDING CONSTRUCTION**

- C.1 No building shall be erected upon the Lots other than one residential dwelling unit for each of the Lots, such dwellings to be suitable for the use of and to be used by a single family only, together with a garage forming part of the said house or a detached garage suitable for the occupants of the said house. For the purposes of this paragraph, two semi-detached private dwellings or multiple townhouse units may be erected upon any one Lot if the semi-detached

dwelling or townhouse dwelling can be separately conveyed as a result of a severance, or a by-law exempting the Lot from the provisions of part-Lot control, having first been obtained.

- C.2 Prior to the commencement of construction of a dwelling house, the Purchaser agrees to submit to the Vendor for approval, one (1) copy of the construction drawings, which shall include the following:
- a) a site plan showing location of buildings, walks, drives, fences, walls, grading, surface drainage, landscaping proposals and all existing trees. This site plan is to be submitted to the Vendor's consulting engineer, which will approve it on behalf of Vendor;
  - b) exterior elevations showing all elements of the design and materials, textures and finishes; and
  - c) interior floor plans showing overall floor area (square footage)
- C.3 The exterior walls of the dwelling house constructed or to be constructed on the Lot shall contain a minimum insulation value as may from time to time be prescribed by the Ontario Building Code.
- C.4 If specified in the terms and conditions of the Subdivision Agreement or as required by the Municipality, each dwelling unit constructed shall have a direct-to fire alarm monitoring system installed at the Purchaser's expense and to the satisfaction of the Chief Building Official for the Municipality.
- C.5 If specified in the terms and conditions of the Subdivision Agreement or as required by the Municipality, water pressure reducing devices shall be installed for each dwelling unit at the Purchaser's expense and to the satisfaction of the Chief Building Official for the Municipality so that water pressure does not exceed the maximum standard pressure as prescribed from time to time by the Ministry of the Environment.
- C.6 The Purchaser covenants to pave the full length of each driveway and driveway ramp (excluding any concrete sidewalk) using asphalt, concrete or interlocking stone, in accordance with municipal standards, to the reasonable satisfaction of the Vendor. With respect to each Lot, the Purchaser shall complete the construction of the driveway and ramp as provided for above, by the later of 18 months following the date a building permit is issued and 30 days following the construction by the Vendor of the curb and sidewalk.
- C.7 The Purchaser acknowledges and agrees that the timing of the installation of curbs and sidewalks is beyond the control of the Vendor and the Vendor's only obligation with respect to timing of same shall be to make best and reasonable efforts to ensure the curbs and sidewalks are installed in a timely fashion.
- C.8 No more than one driveway shall be constructed to service any one detached or semi-detached or freehold townhouse.
- C.9 To the intent that the burden of the following restrictions and covenants shall be binding upon and run with the lands hereinbefore described, and to the intent that the benefit thereof shall be annexed to and run with any lands owned by the Transferor and its successors in title, including The Corporation of the Township of Mapleton, within the Registered Plan of which the subject lands form a part, or any lands contiguous thereto, the Transferee has covenanted and agreed with the Transferor as follows:
- a. The Transferee acknowledges that the within described lands will be subject to a sewer service rate and water service rate imposed by the Township on all properties connected to the Township's sewer and water systems which rates pay for the operating and maintenance costs associated with the systems.
  - b. The Transferee shall only grade the within described lands in accordance with the Grading Control and Lot Grading Plan referred to in the Subdivision Agreement affecting the said Plan and such grading shall not be altered without the written permission of the Township. If such lands are not graded as aforesaid or if alteration is made without the written permission of the Township, then the Township shall have the authority to enter upon the within described lands for the purpose of correcting the said grading so that it does comply with the Grading Control Plan and shall not be responsible to the Transferee for any damages incurred thereby; however, the costs incurred by the Township shall be a charge to the Transferee and may be collected in a like manner as taxes pursuant to the provisions of Section 326 of the Municipal Act as amended.
- C.9 The Purchaser, his heirs, executors, administrators, successors and assigns will not alter the approved lot grading without the consent of the Township and will, at all reasonable times, permit the Developer or the Township to enter on such lands for the purpose of checking its

- grades, levels and elevations, and where necessary, altering such grades, levels and elevations.
- C.10 The Purchaser, his heirs, executors, administrators, successors and assigns will not install water fixtures other than high efficiency water conservation fixtures to minimize wastewater flow.

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**SECTION D: ARCHITECTURAL CONTROL**

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- D.1 Any such building to be erected on the Lot shall be in accordance with the following specifications:
- a) Any house plan shall have a minimum of One Thousand Fifty (1,050 S.F.) square feet for a bungalow, side split, back split, or a semi-detached dwelling and One Thousand Five Hundred (1,500 S.F.) square feet for a two storey dwelling or such greater area as may from time to time be prescribed by the governing Municipality, by By-Law or otherwise.
  - b) The first storey of the external walls of the entire house shall be of brick, stone, or stucco. All other external walls of the house shall be of brick, stone, stucco, aluminium and/or vinyl siding or such material approved by the Vendor and the garage, if any shall form part of the general design and construction of the house and shall be constructed concurrently with the house.
  - c) A maximum of two identical front elevations may be sited on adjacent side-by-side lots. Identical elevations on adjacent side-by-side lots must have different brick and siding colour schedules and one of the houses must be sited in reverse plan, except in the case of semi-detached or free-hold townhome private dwelling units.
  - d) If plans used on corners are plans transferred from internal lots, exposed side elevations (flankage side) are to reflect the same quality of appearance as the front elevation.

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**SECTION E: PROPERTY USE**

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- E.1 No building erected upon the Lands shall be used for any purpose contrary to the Municipal zoning By-Laws applicable to the Lands.
- E.2 No motor vehicles of any kind other than fully operational non-commercial passenger vehicles or motorcycles, validly licensed and insured under and pursuant to the Highway Traffic Act shall be parked on the Lands.
- E.3 No antennae or satellite dishes for either reception or transmission shall be erected on any building or structure on the Lands, save and except one satellite dish under 30 inches in diameter may be installed in a good and workmanlike manner (strictly in accordance with all requirements of the governing Municipality and all other governmental rules regulating installation and operation thereof and subject to proper maintenance) on the exterior of the dwelling.
- E.4 No clothes lines or clothes umbrellas shall be erected on the Lands save and except one clothes umbrella not exceeding a span of eight feet and only in such locations behind buildings or structures such that it is not clearly visible from any street.