

## **BEECH STREET AND AULT DRIVE - BUILDING RESTRICTIONS**

### **THESE RESTRICTIONS SHALL RUN WITH AND BE BINDING UPON THE HEREIN DESCRIBED LANDS:**

- 1) The transferee agrees to indemnify and save harmless the transferor, its heirs, executors, administrators, successors and assigns, from all loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind, arising from or in consequence of the execution, nonexecution or imperfect execution of any work upon the land whether such loss, damage, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the transferee.
- 2) The transferee agrees to exercise all reasonable care during building operations so as not to interfere with the municipal services installed in the subdivision and without limiting the generality of the foregoing to keep the total road allowance in front and flanking the land and/or any easement on, over or under the land, at all times free from all building materials, fill from the excavations and/or construction equipment, so as not to obstruct in any way the installation of curbs, streets, municipal and utility services, landscaping and the use thereof.
- 3) The transferee agrees not to cause any dirt or debris to be placed on any road or in the general construction area, and to clean up any dirt or debris that has been placed, allowed or caused to be placed on any road or in the general construction area when required or requested by the Township of South Stormont or the transferor and to indemnify the transferor against any claims made against it as a result of any breach of the provisions of this paragraph by the transferee.
- 4) The transferee agrees that no building, or other structure shall be commenced, constructed, or maintained on the land, until the plans, specifications and site plan showing the nature, location, colour, materials, heights of such building, or other structure and any additions or alterations thereto shall have been submitted to and approved in writing by the transferor, its heirs, executors, administrators, successors and assigns, who may in its discretion refuse to approve any such plans, specifications or site plan, which, in its opinion are unsuitable or undesirable. In approving such plans, specifications, and site plan, the transferor, its heirs, executors, administrators, successors and assigns, may take into consideration, the material and colour of all roofs, exterior walls, woodwork, windows, hardware and lighting fixtures, fencing, paving, and landscaping details proposed and the harmony thereof with the surroundings and the effect of the structures as planned on the outlook from the adjacent and neighbouring land.
- 5) The transferee agrees that no one story dwelling shall be erected on the land or any part thereof which will have an area of no less than 1000 square feet excluding the attached garage excluding attic and basement.
- 6) The transferee agrees that no major repairs to any motor vehicle, boat or watercraft shall be affected save within a wholly enclosed garage.
- 7) The transferee agrees that no trailer with living, sleeping, or eating accommodation shall be placed, located, kept, or maintained on the land or any part thereof unless concealed in a wholly enclosed garage.
- 8) The transferee agrees that no livestock other than household pets such as 1 cat or 1 dog shall be kept upon their land. No breeding of pets for sale shall be carried out upon the land.

- 9) The transferee agrees that all wiring for the lawn lamps and public utilities, including cable vision, to be installed on the land to be underground wiring.
- 10) The transferee agrees that there will be no permanent storage of any material on the front, side or rear yard.
- 11) The transferee agrees that there will be no signs erected on the lot for advertising purposes of any kind, except the ordinary signs offering the lands or buildings therein for sale.
- 12) The transferee agrees there will be no commercial vehicles in excess of 4,000 kg stored on any driveway, front, side, or rear yard.
- 13) The transferee agrees that construction of the residential dwelling shall begin only on receiving dwelling design approval from the Township of South Stormont and only in accordance with the stipulations as outlined in this subdivision agreement.
- 14) The transferee shall not alter the slope of the land or interfere with any drains established on the land except in accordance with the established grade control plan, without written consent of the Township of South Stormont Engineer, and without limiting the forgoing, the transferee agrees as follows:
  1. For the benefit of all lands within the plan of subdivision and including all the lands dedicated to the Township of South Stormont for municipal streets and parks within this plan of subdivision the purchaser, for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will not alter the slope of the lands, except in accordance with the established grade control plan, without the prior written consent of the Township.
  2. The Township of South Stormont shall at any time enter upon the lands for the purpose of inspection or restoration of the established grade control plan and the cost to the Township in performing any restoration work shall be paid to the Township by the owner of the lands upon which such restoration work was performed within 30 days of demand therefor by the Township, and failing payment as foresaid the costs shall be added to the tax roll and collected in like manner as municipal taxes. The express intent of this covenant is that same shall run with the lands within the subdivision by providing and adequate drainage.
- 15) The transferee agrees to comply with of the Township of South Stormont zoning by-laws relating to the land and use therein including, but not limited to, those applied to setbacks, side yards, front yards, rear yards, and elevations.
- 16) The transferee agrees that the lot shall be used for a private residential purpose only. No attached or semidetached house, duplex or apartment, or any house designed for more than one family shall be erected on the lot, and not more than one detached dwelling house, with an attached garage, may be erected on any lot in the plan of subdivision.
- 17) No lot on the plan of subdivision can be subdivided in any manner.
- 18) No part of the lot, or any building erected thereon, shall at any time be used for the purpose of any profession, trade, or business of any type or description, nor shall any lot, or any part of any building be used as a school, hospital, or other charitable institution, nor as a hotel, apartment, duplex, boarding or lodging house, or place of business.