

SCHEDULE OF RESTRICTIVE COVENANTS

Referred to in the attached Conveyance

444397

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1. There shall not be erected, constructed, or made on the lands any residence, buildings, fence or other improvement, addition or alteration thereof unless and until the proposal to erect such buildings, or make such improvements, addition or alteration, and proper plans, elevations and specifications thereof (setting forth all materials to be used with details as to their quantities and qualities) shall have been first submitted to, and approved in writing by, the Grantor who shall have the right and power to approve or reject the same.
2. No poultry, swine, sheep, cows, cattle or livestock shall be kept on the premises.
3. No building or part thereof on the lands shall be used as a boarding house, rooming house, hotel, beer parlour, resort, store, restaurant, shop or place of trade or business and no trade or business of any kind shall be carried on on the said lands, provided however, that (subject to the other restrictions in this Schedule) this restriction shall not prevent physicians, lawyers, writers, artists or other professional men or women from having their offices or studios on the premises, nor prevent the erection or use of any building or part of any building, or the use of the premises or any part thereof, for a school for children, PROVIDED such erection and use shall first have received the sanction and approval of the Grantor.
4. The Grantee will not erect, expose or maintain or permit to be erected, exposed or maintained upon the said land any placard, or advertising sign other than the usual door plate of any professional man or woman save and except those incidental to any place of business, worship, congregation or otherwise as may be determined pursuant to restrictive covenant 3 hereof.
5. Not more than one dwelling for one family or household unit with such further structures as may be necessary for the accommodation of any servants of such one family or household or incidental to the use of such one family or household, shall be erected on any one parcel or lot save and except pursuant to Restrictive Covenant 3 hereof.
6. The Grantee shall not erect on the said lands any dwelling, house, or other building closer to the road or roads on which such land fronts than the building lines established by the authority confirmed in Restrictive Covenant 1 hereof.
7. No water from any stream, culvert, ditch, pond or collection of water shall be diverted, dammed or drained, nor shall any culvert, ditch, stream or water flow be altered or interfered with without the consent in writing of the authorities provided in Restrictive Covenant 1 hereof.
8. No trees, shrubs, or other growth shall be allowed to grow, be or remain on any part of the said lands in any manner that shall or may interfere with any poles or wires erected for the conveyance of electrical energy or the carrying of telephone wires, or that may in any way interfere with any guy wires necessary to support any such poles.
9. No fence shall be erected or hedge maintained extending beyond the front of the house or building at a height greater than thirty (30) inches nor at the rear or sides of any house or building higher than five (5) feet.
10. Wherever and whenever the approval or consent of the Grantor is required to be obtained, such approval or consent may be given by such officer, agent, committee, person or persons as may from time to time be nominated or appointed in writing by the Grantor for such purpose and such power or appointment or right of nomination may be delegated by the Grantor, and such appointee or nominee shall have the right to withhold approval of, or their consent to, and may reject any matter or thing submitted for approval or consent.
11. The restrictions and stipulations herein contained shall not be deemed to be exclusive either of other restrictions or stipulations contained in this Indenture or of the requirement of the by-laws of The Corporation of the Township of Richmond or of the obligations or liabilities imposed by Statute or the common law on owners or occupiers of land, all of which shall be duly observed and complied with.
12. Nothing herein contained shall be construed or implied as imposing on the Grantor any liability in the event of non-compliance with or non-fulfillment of any of the covenants, conditions, or stipulations herein contained or contained in any conveyance or other agreement for the sale of any parcel of land within the said subdivision.
13. The Grantor and its successors in title, owner or owners for the time being of the part or parts of the said subdivision remaining unsold shall have power, in its absolute discretion, from time to time by any Deed or Deeds or by writing under its hand to waive or vary or release any of the said stipulations in respect of the land and premises hereby conveyed or any other land forming part of the said subdivision or to sell and convey any part thereof which has not been sold prior to the date hereof free from any or all of the said restrictions and stipulations and either subject or not to any different restrictions or stipulations. Provided nevertheless that the power hereby reserved shall not be exercisable so as to create a radical alteration in the scheme of development comprised in the stipulations herein contained, and that any purported exercise of the same contrary to this proviso shall be void. Provided nevertheless that the power hereby reserved shall not be exercisable without having first obtained the approval of The Corporation of the Township of Richmond in writing to the exercising of the said power.
14. Wherever the word "premises" is used in this Schedule or in the said Deed the same shall mean the lands described in the said Deed and which are the subject of the sale hereunder.
15. The Grantee, his heirs, and assigns covenant and agree that he or she will fully participate in and contribute his or her share to any local sewerage scheme for the provision of trunk sewers in the event that 60% of the owners of lands or of lands and improvements (other than owners of any parcel of the said lands herein) in any relevant sewerage district shall approve of the same.

This Schedule shall be read with and form part of the within Deed to the same extent as if embodied therein, and the restrictions and stipulations herein contained shall not be deemed to be exclusive either of other restrictions or stipulations contained in the said Deed or of the obligations or liabilities imposed by Statute or the common law on owners or occupiers of land, all of which shall be duly observed and complied with.

Restrictive Covenant for 3880 Youngmore Rd

Also Restrictive Covenant 6 of the Schedule states:

“The Grantee shall not erect on the said lands any dwelling, house or other building closer to the road or roads on which land fronts than the building lines established by the authority confirmed in Restrictive Covenant 1 hereof.”

It is clear that the purpose of the Schedule of Restrictive Covenants was to explicitly maintain single-family residences of relatively the same size in this area. This would maintain a uniform look to the neighbourhood and keep access to the commercial development along the major roadways, No. 1 Rd. and Francis Rd. Over the years, the developer has been trying to obtain the release of the Restrictive Covenants from those properties still held by the original purchasers, but a number of us have held firm in maintaining the Covenants, in order to have some control over any redevelopment proposals for our neighbourhood. It is apparent that the developer is trying to circumvent the Covenants by applying directly to you for this zoning change, effectively cutting us out of the process.

We have lived in this neighbourhood for 44 years and now are faced with the intrusion of an unwanted development next door. We maintained the Restrictive Covenant in order to protect ourselves from such a disaster. We realise that we will not be here forever, but while we are, we would like to be able to live in a manner that we prefer, rather than one foisted on us. We are not interested in all the extra hassles that come with increased density. The extra noise, traffic issues and parking among the many irritations we don't want to have to tolerate.

We therefore strongly urge you to reconsider the actual purpose of the Restrictive Covenants placed on the properties, as it was designed to protect the integrity and livability of the area. Allow us to control our future. It's our neighbourhood and we have to live in it. **Reject** the rezoning application and let us keep it single-family residences only, as it was originally planned.

Thank you for your consideration.

Yours truly,

Nancy N. Sakamoto

Nancy Sakamoto

July 16/04

Jay Sakamoto

Jay Sakamoto

July 16, 2004

Enclosed: Copy of Restrictive Covenant.