

Properties

PIN 57339 - 0263 LT
Description LOT 1, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; SUBJECT TO AN EASEMENT OVER PART 5 PLAN 49R19488 AS IN MN13111E; SUBJECT TO AN EASEMENT OVER PARTS 3 AND 4 PLAN 49R19488 AS IN RE200385; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0264 LT
Description LOT 2, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 49R19488 AS IN RE200385; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0265 LT
Description LOT 3, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0266 LT
Description LOT 4, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0267 LT
Description LOT 5, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0268 LT
Description LOT 6, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0269 LT
Description LOT 7, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0270 LT
Description LOT 8, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0271 LT
Description LOT 9, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0272 LT
Description LOT 10, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0273 LT
Description LOT 11, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0274 LT
Description LOT 12, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0275 LT
Description LOT 13, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0276 LT
Description LOT 14, PLAN 49M105; SUBJECT TO AN EASEMENT OVER PART 2 PLAN 49R19488 AS IN MN13111E; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

PIN 57339 - 0277 LT

Properties

Description LOT 15, PLAN 49M105; TOWNSHIP OF MCNAB/BRAESIDE
Address RENFREW

Applicant(s)

Name KDSA DEVELOPMENT CORP.
Address for Service 228 Bradford Street
Ottawa, Ontario KK2B 5Z6
I, SUSAN ANGLIN, PRESIDENT, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Statements

Schedule: See Schedules

Signed By

Cindy Kerry Morin 1770 Woodward Drive, Suite 200 acting for Signed 2020 12 11
Ottawa Applicant(s)
K2C 0P8

Tel 613-722-0015

Fax 613-722-5932

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

MARTIN Z BLACK LAW OFFICE 1770 Woodward Drive, Suite 200 2020 12 11
Ottawa
K2C 0P8

Tel 613-722-0015

Fax 613-722-5932

Fees/Taxes/Payment

Statutory Registration Fee \$65.30
Total Paid \$65.30

File Number

Applicant Client File Number : KDSD001

RESTRICTIONS AND COVENANTS

The herein described lands (hereinafter referred to as the "Real Property") are and shall be subject to the following stipulations, restrictions and covenants, which shall run with and benefit the Applicant's lands legally described as parts of Lot 17, Concession 2, being Parts 1, 2 and 5 on Plan 49R-19488, save and except lands laid out by Plan 49M-105, in the Geographic Township of McNab, now in the Township of McNab/Braeside (the "Township"), in the County of Renfrew, being PIN 57339-0261, so that all persons hereafter holding or claiming unto the parties hereto (the "Owners") or any of them shall be bound to observe the said covenants and restrictions; and it is hereby declared and agreed that any person so holding or claiming shall have the right to enforce observance of the said covenants and restrictions by any other person so holding or claiming so that the said covenants and restrictions shall enure to and be for the mutual benefit of all persons so holding or claiming. These stipulations, restrictions and covenants are not to be held binding upon any Owner except in respect of breaches committed or continued during their, his, her or its joint or sole seisin of or title to the Real Property upon or in respect of which such breaches shall have been committed.

1. No excavation or work on the construction of any Dwelling on the Real Property (a "Dwelling") or the remodeling or replacement of the same shall be commenced before a site plan and building design for the Dwelling have been approved, in writing, by the Township.
2. All Dwellings and other buildings must be planned and stamped by an architect, certified technician, engineer or other qualified person approved by the Township.
3. This lot is subject to site plan control. Prior to the issuance of a building permit a site plan is required to be approved by the Township. The site plan is to illustrate the location of all buildings and structures, driveways, well, septic system, lot grading/drainage, and landscaping. Any structures/pathways within slope sensitive areas (as identified in the zoning by-law) will require the submission of a geotechnical assessment. The site plan shall be certified (signed and sealed by a professional engineer) for conformance with recommendations of the Plan of Subdivision (and all supporting documents), Lot Development Plan, Township Zoning Bylaws, The Ontario Building Code and all other applicable legislation.
4. The Real Property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including landscaped trimmings. There shall be no burying of any trash or garbage on the Real Property or on the Applicant's lands described above.
5. The exterior of the Dwelling including finishings must be completed within 24 months from the commencement of the construction of the Dwelling.
6. No privy or other outside toilet facilities shall be erected or installed on the Real Property, other than during the construction period, and this period shall not exceed 24 months.
7. No horses, cattle, hogs, sheep, poultry or other stock of animals other than household pets normally permitted in private or rural residential areas shall be kept upon the Real Property. No breeding of pets for sale, dog kennels or dog runs shall be permitted upon the Real Property.
8. Butternut trees may not be cut down as they are an endangered species in Ontario. Butternut trees under protection are shown on your Lot Survey. These trees are registered with the Ontario Ministry of Natural Resources and Forestry and may be monitored.
9. Clearing water views: Some waterfront tree clearing for view creation is permitted. Prudent limbing of trees according to horticulture best practices is permitted.

On the main slope to the Madawaska River, it is recommended that the existing root system be maintained by encouraging the overall health of the existing trees and to also promote new growth for the future stability of the soil on the slope. The removal of dead trees is acceptable, provided that the existing root system stays in place. It is recommended that dead trees be replaced with fast-growing, deep-rooted trees to replace the decaying root system in order to maintain the stability of the soil on the slope.

It is also understood that responsible trimming and removal of isolated trees may encourage the health of neighbouring trees and subsequently improve the underlying root system.

Trimming and removal of trees is considered acceptable from a geotechnical perspective in areas where the root system does not aid in the overall stability of the slope, specifically in areas where shallow bedrock exists. Subsoil information recovered during the supplemental geotechnical investigations completed at each lot can evaluate the depth of the bedrock.

10. To maintain the forested look of the development and the privacy for each lot owner, no live trees nor brush may be cut in the land directly adjacent to Shady Maple Road on Plan 49M-105 for a distance of 10 metres, and no live trees may be cut in the 4 metre band adjacent to both side lot lines from the top of the slope to the said Road. For the purposes of this clause, a tree is defined as being over 10 centimetres in diameter at 1 metre from the ground, and at least 5 metres tall.
11. The design and construction of all Dwellings shall respect the following covenants, which have been determined to support high quality, eco-friendly and low maintenance Dwellings:
 - a. The minimum gross ground floor area of the Dwelling, excluding any non-residential areas, such as a garage, shall be 980 square feet main level for a bungalow, and 1,300 square feet for a 2-storey home. For the purposes of this instrument, "gross ground floor area" shall mean the total area of the ground floor exclusive of basements, cellars, attic, garages, sunrooms, unenclosed verandas or porches. Only that floor area having a clear height to the ceiling of at least two and one-quarter metres (2.25 metres) may be used to calculate such gross ground floor area;
 - b. the Dwelling shall be constructed with new building materials;
 - c. only the following exterior finishes shall be permitted: real wood and wood-composite siding products, stone and stone veneer. Siding styles may be board and batten, shingles, horizontal and vertical siding. If the owner wishes to use another siding product, the product selection must be approved by the Applicant or its delegates before it is purchased;
 - d. the exterior finish shall be installed and completed within a period of 18 months from the date of issuance of the building permit for the Dwelling;
 - e. the colours on the house body exterior will complement the natural background. These include more neutral tones such as beige, taupe, brown, rust, red, grey, dark green, muted blues, craftsman colours and natural wood shades. Doors and trim colours may be more vibrant. Roofing materials are not restricted, but colours must complement and conform to the same natural tones; and
 - f. during construction, all refuse will be put in a refuse container and the work site will be kept neat and free of garbage.
12. The power supply from the electric utility at the public road to the Dwelling must be buried unless above ground service is approved in writing by the Township.
13. A lawn lamp shall be installed and hooked up to Hydro by Shady Maple Road and must be kept lit during the evening hours. The style and specifications of the lamp will be provided by the Applicant or its delegates. The lamp shall be maintained and replaced thereafter by the homeowner as directed by the Braeburn Estates Community Association.
14. No refuse will be stored or piled on the lot. The site will be kept tidy at all times.
15. The Owners acknowledge the following:
 - a. that water treatment equipment may be required to reduce concentrations of a number of aesthetic parameters in the water supply and there is potential for some colour in the water that may not be completely treatable. Conventional water softeners may be desired by homeowners to treat minor aesthetic

objectives and operational guideline exceedances of the Ontario Drinking Water Standards, such as hardness, iron and manganese. The use of sodium chloride in conventional water softeners may increase the concentration of sodium in water from the water softener and sodium concentration in the raw water supply may exceed the Ontario Drinking Water Standards warning level for persons on sodium-restricted diets;

- b. that the development setback from the shoreline shall not be less than 30 metres. The Owner acknowledges having received from the Applicant a copy of the final lot grade and drainage plan and an information package prepared by a qualified environmental consultant, providing information on the significance and function of the 30-metre buffer, as well as recommendations that can be implemented on a lot-by-lot basis to ensure that the buffer functions as intended over the long term both from a water quality and ecological perspective;
 - c. that future additional phases of the Braeburn Estates development are preliminary and may be developed on lands adjacent to and near the Real Property.
16. Each Owner shall ensure that the builder selected for the construction of the Dwelling has sufficient liability insurance to save harmless the Applicant and the Township from and against all claims, demands, losses, damages and costs resulting directly or indirectly from the construction of the Dwelling.
17. Each Owner from time to time, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that:
- a. should damage be caused to any of the Works in this Subdivision by any action or lack of any action whatsoever on his part, the Chief Administrative Official of the Township or his/her designate (the "C.A.O.") may serve notice to such Owner to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the C.A.O. may cause the damage to be repaired and shall recover the cost of the repair plus thirty percent (30%) of the cost for supervision and thirty percent (30%) of the cost for administration under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, in like manner as municipal taxes;
 - b. he will not request nor will the Township be required to issue a building permit(s) until all requirements with respect to underground Works, road base course and granular "A" on which such land fronts have been carried out and have received Approval of the C.A.O.; such road has been connected by roads which are, at least, at a similar stage of completion to the overall Township road network; and until the whole or such portion of the mass earth moving or general grading as the C.A.O. deems necessary has been completed and approved. However, building permits may be issued if, in the sole opinion of the C.A.O., the aforementioned Works are proceeding satisfactorily, in which case, the Owners shall not occupy nor permit the building(s) to be occupied except with the written consent of the C.A.O. on being satisfied that the aforementioned Works are being carried out and Acceptance has been given to the aforementioned Works;
 - c. he shall pay to the Township the lot development fees relating to the construction on the lot;
 - d. he will not alter the slope of the Real Property nor interfere with any drains established on the said lands, except in accordance with the established final Drainage and Grading Plan, nor anything which will affect drainage to or from adjoining lands, without the written consent from the Applicant and of the C.A.O., and further the Owner will maintain any such alterations approved by the Applicant and the C.A.O.; and
 - e. the Owner shall carry out semi-annual verification of potability of the raw water supply, specifically bacteriological analyses (e-coli and total coliforms). The well owner shall maintain the wellhead and immediate area in accordance with the requirements of Ontario Regulation 903.

18. Each Owner from time to time, for himself, his heirs, executors, administrators, successors and assigns, agrees to implement the recommended mitigation measures outlined in the report titled "Burnstown Bridge Property Environmental Impact Statement and Species at Risk Surveys", prepared by DST Consulting Engineers and dated August 2014, which are:
 - a. soil compaction, vegetation damage, intrusion of construction equipment and other potential impacts on the core of the root system of trees adjacent to the edge of the property shall be avoided by restricting grading and other site alteration activities to the Site. Where necessary to mark the property line, this shall be achieved by providing construction fencing (snow fencing and/or silt fencing) to clearly mark the boundaries between the edge of the property and adjacent properties (where required) both during tree clearing and construction;
 - b. if clearing occurs close to adjacent properties and where considered necessary, woodchips shall be placed on the development side of the construction fencing to help prevent the compaction of soil surrounding fine feeding roots and further discourage entry into adjacent areas;
 - c. if vegetation damage occurs to trees on adjacent properties, the Owner shall have an arborist review any damage to determine the best course of action to restore the original vegetative functions and apply said remedy;
 - d. blasting may be required to meet specific servicing and building requirements due to the shallow bedrock present at the Site. In areas adjacent to the tree line where blasting is required, consideration shall be given to pre-shearing the rock to create a crack between the trees' critical root zone perimeter (approximately 10 times the diameter at breast height (dbh) of the trees) and the blasting work. This should be undertaken in areas where protection or retention of trees is considered desirable by the owner. In such areas, the ground around the trees adjacent to blast areas could be moistened to increase soil adhesion and assist in retaining root-soil contacts during blasting; and
 - e. if blasting occurs within 30 metres of the river, it shall not be undertaken during critical fish spawning periods. However, blasting within 30 metres of the river is not anticipated to be necessary due to the 30-metre setback.
19. The primary mitigation measure to protect aquatic habitat will be the preservation of the majority of vegetation within the 30-metre setback from the high water mark of the river. This setback will serve as a vegetative buffer around the Madawaska River and will help to absorb, filter, and slow overland stormwater flow, thereby improving the quality of stormwater flowing into the river. In addition, this setback will maintain shoreside habitats and will provide a movement corridor for wildlife.
20. During construction, site preparation could lead to erosion and sedimentation to existing streams and conveyance systems. Although construction is only a temporary situation, a sediment and erosion control plan will be prepared to identify mitigation measures to reduce unnecessary construction sediment loadings. These measures will include:
 - a. during construction, groundwater in trenches will be pumped into a sediment bag (e.g. enviro bag) prior to release to the environment;
 - b. seepage barriers will be constructed in any temporary drainage ditches;
 - c. construction vehicles will leave the site at designated locations. Exits will consist of bed of granular material, in order to minimize the tracking of mud off-site; and
 - d. any stockpiled material will be properly managed to prevent these materials from entering aquatic environments. The stockpiles as well as equipment fuelling and maintenance areas will be located a minimum of 30 meters from the river, ditches and other conveyance routes.
21. Location and details of proposed sediment and erosion control features will be developed prior to construction. A spills action plan will also be developed to prevent impacts from spills during the construction phase.
22. The following mitigation measures will be undertaken to mitigate impacts to wildlife and potential impacts to Species At Risk (SAR):

- a. to avoid impacts to nesting birds, tree removal will be undertaken to avoid the core migratory bird breeding season of April 15th to July 31st;
 - b. if bird nesting sites are discovered on-site, a qualified biologist will be retained to advise on how to avoid impacts to the nest;
 - c. during lot clearing and housing construction, silt fencing will be arranged to also function as temporary wildlife fencing to reduce the likelihood of turtles, frogs, mammals, and other wildlife from entering the work area;
 - d. the fencing and work area will be inspected prior to commencement of work to ensure that the arrangement will reduce the likelihood of wildlife entering the work area;
 - e. during house construction, silt fencing will be put in place prior to the commencement of work on-site. The silt fencing should be in place prior to critical nesting seasons;
 - f. prior to vegetation clearing, preconstruction sweeps of vegetated areas will be undertaken to ensure wildlife are not present; and
 - g. should a SAR (Species at Risk) be discovered on-site during construction, measures will be taken to prevent harm to the animal and the Ontario Ministry of Natural Resources and Forestry will be contacted immediately to discuss how to proceed.
23. Each Owner from time to time, for himself, his heirs, executors, administrators, successors and assigns, agrees to be responsible for implementing and monitoring the mitigation measures outlined previously. Regular inspection and maintenance of the erosion control measures and other mitigation measures by agents of the proponent during construction will include:
- a. the contractor will inspect and maintain the filters and sediment and erosion control measures used for trench dewatering, the geotextile fabric on catch basins and manholes, the bulkhead barriers and the seepage barriers. The maintenance will include sediment removal and disposal, and material replacement as required;
 - b. construction vehicles and chemicals, fuels and other potentially hazardous materials shall remain in designated controlled areas;
 - c. inspections shall be undertaken during periods of in-water work, vegetation clearing, etc. as noted above; and,
 - d. all construction and sediment fencing outlined in the sediment and erosion control plan will be regularly inspected to ensure the proper function of the fencing. Any accumulated sediment will be removed and the sediment fencing will be keyed in properly to ensure no surface flow and associated potential sediment contamination under the fencing. Any breaks in the construction fencing will be fixed immediately to ensure no direct damage to the vegetation in surrounding properties. The contractor will be held responsible for all damage to vegetation outside of the work areas.
24. Each Owner from time to time, for himself, his heirs, executors, administrators, successors and assigns, agrees that, after construction, he will ensure that all sediment and construction fencing is removed and sodding, seeding and tree planting is conducted correctly and as soon as weather permits. The success of all vegetative plantings will be assessed through visual inspections as detailed in the landscaping warranty. Any plantings that are dead or dying will be replaced or removed.