#### LRO # 49 **Application To Annex Restrictive**

Receipted as RE257266 on 2020 03 09

at 14:24

Covenants S.119 The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd

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### **Properties**

PIN

57360 - 0074 LT ✓ Redescription

Description

PART OF BLOCK 1, PLAN 49M101, BEING PARTS 1 TO 21, PLAN 49R-19474,

TOWNSHIP OF GREATER MADAWASKA

Address

**CALABOGIE** 

### Applicant(s)

Name

CALABOGIE PEAKS ULC

Address for Service

30 Barrett Chute Road

Calabogie, Ontario K0J 1H0

I, PAUL MURPHY, 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

2020 03 06 First

Ottawa

K2C 0P8

Applicant(s) Signed

Tel Fax 613-722-0015 613-722-5932

Cindy Kerry Morin

1770 Woodward Drive, Suite 200

acting for

2020 03 11 Last

Ottawa

K2C 0P8

Applicant(s)

Signed

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 03 11

Ottawa K2C 0P8

613-722-0015 Tel 613-722-5932 Fax

## Fees/Taxes/Payment

Statutory Registration Fee

\$65.05

Total Paid

\$65.05

# File Number

Applicant Client File Number :

CALP012

#### **RESTRICTIONS AND COVENANTS**

The herein described lands (the "Real Property") are and shall be subject to the following restrictions and covenants, which shall run with and benefit the Applicant's lands legally described as Block 1, Plan 49M-101, save and except Parts 1 to 21, inclusive, on Plan 49R-19474, Township of Greater Madawaska, in the County of Renfrew, being part of PIN 57360-0074, so that all persons hereafter holding or claiming unto the parties hereto 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 covenants are not to be held binding upon any person 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.

- No changes shall be made to any building exterior, exterior colour or exterior materials, including the installation or changes to any fences, decks, balconies and patios, until the plans for such changes have been approved in writing by the Applicant or its designated representative or agent, such approval not to be unreasonably withheld or delayed. Any such changes shall respect the following covenants:
  - a. the permitted exterior finishes are restricted to real wood and wood composite siding products, stone and stone veneer and other building products that follow such theme as may be approved by the Applicant or its designated representative or agent; and
  - b. the permitted colours are neutral tones that match the natural background such as beige, taupe, brown, rust, grey, green, low yellow and natural wood shades and other colours that follow such theme as may be approved by the Applicant or its designated representative or agent.
- 2. No structure or building of any sort shall be erected, placed or constructed on the Real Property until the architectural drawings or building plans, including a list of exterior materials, colours and a finished grade elevation profile of the proposed structure or building have been approved in writing by the Applicant or its designated representative or agent, such approval not to be unreasonably withheld or delayed. It is understood that the Applicant or its designated representative or agent's review shall relate to the exterior appearance of the proposed building(s) or structure(s) only and using the criteria described in paragraph 1 above.
- 3. Renewable solar installations, antennae, towers, satellite dishes and other exterior equipment require the prior written approval of the Applicant or its designated representative or agent, such approval not to be unreasonably withheld or delayed.
- No signage is permitted and no awnings, shades, screens, enclosures or structures whatsoever shall be erected over the outside of any window, balcony, deck or patio.
- 5. Each of the Owners of the Real Property from time to time, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not alter the slope of the Real Property nor interfere with any drains established on the said lands, nor do anything which will affect drainage to or from adjoining lands, without the written consent from the Applicant or its designated representative.