

**SCHEDULE “L”**  
**THE TOWNS OF RUTHERFORD HEIGHTS**  
**BUILDING RESTRICTIONS**

The burden of each of the covenants hereinafter set out shall run with each and every Parcel of Tied Land on Block 1, Plan 65M-T.B.D., City of Vaughan. The Purchaser for itself, its successors and assigns covenants with the Vendor, its successors and assigns, that the Purchaser and the Purchaser’s successors in title from time to time of all or any part or parts of the said lands, will observe and comply with the stipulations, restrictions, provisions and covenants set forth below, namely:

1. All owners of Parcels of Tied Land having an appurtenant common interest in the Common Elements Condominium (hereinafter individually referred to as a “POTL”), are advised that the title to each POTL may be subject to outstanding easements which will allow the Condominium Corporation and service and utility providers to install, inspect, maintain and/or repair the above and below grade municipally-approved services, and that the use of the front yard and rear portions adjacent to any such POTL may be limited by the siting of street lights, cable television boxes, hydro vaults and any other municipally-approved structures and fixtures, including any below grade hydro, gas, telephone, cable and municipal services, situated within or beneath such front yard and rear yard.
2. No changes to the exterior finishes of the dwelling unit in any manner whatsoever are permitted, including, but not limited to, roofing shingles, vents to roof and walls, soffit, fascia, eavestroughing, siding and trim, windows, exterior doors, stone veneer, decks, privacy screens and railings. In the event of maintenance to or replacement being required of any of the exterior finishes, the owner(s) undertake(s) to use building materials which are the same or as close as possible to the as-constructed materials with regard to colour, shape, size and texture.
3. Owners shall not change, maintain or replace any exterior finishes of the dwelling unless and until they have obtained the written consent of the Board of Directors of the Condominium Corporation, as agent for and behalf of the POTL owners, so as to ensure uniform colour, texture shape and size to the finishes of the entire building at all times.
4. No tree located on the subject lands shall be cut down, removed or destroyed without the prior written consent in writing of the Vendor (until such time as all POTLs in the development have been sold), and thereafter of the City of Vaughan.
5. No motor vehicle, including without limitation a boat, snowmobile, camper van, trailer (including trailer with living, sleeping or eating accommodation), or any other vehicle, other than an automobile or motorcycle, shall be parked, placed, located, kept or maintained upon the subject lands or any part thereof unless concealed in a wholly enclosed garage.
6. No repairs to any automobile or to any other vehicle or equipment shall be carried out on the subject lands and no automobile or any other vehicle or equipment that is undergoing repairs of any nature or not capable of operation shall be parked or located upon the subject lands or any part thereof, unless concealed in a wholly enclosed garage.
7. No air conditioning system may be installed on the property unless it complies with the Ministry of Environment’s criteria and other applicable requirements as may be specified by the Municipality.
8. No signs, billboards, notices or advertising matter of any kind shall be placed upon the land or anything growing thereon, or upon or in any buildings, fences or other things erected or placed thereon other than one sign advertising the property for sale or rent or candidate signs during a municipal, provincial or federal election campaign period, not larger than three feet (3’) by two feet (2’) or other signs permitted in these restrictions.
9. No antennae, either television or radio transmitter or receiver, or other communications devices, shall be erected on any building, structure or lot as long as there is a commercial cable service available, except that satellite dishes may be installed on the roof of the Dwelling.
10. No exterior drying apparatus or device shall be erected on the lands or attached to any dwelling or building other than a free-standing, folding drying rack.
11. No owner(s) shall, without the prior written authority of the municipality (which may be arbitrarily withheld), interfere with or alter any above or below ground drainage, catch basin or storm water management system or lead, or obstruct the natural flow of water, or obstruct the drainage as designed and engineered to a POTL. No owner shall alter the grading or change the elevation or contour of a POTL except in accordance with drainage and grading plans approved by the municipal public works department. No owner shall alter the overall drainage patterns of the POTL, water drainage upon the POTL or to and from adjoining lands, and each owner agrees to grant and shall not refuse to grant such easements as may be required from time to time by the owner of adjoining lands for drainage purposes.
12. No alteration of the grading or drainage pattern of the Lands or any part thereof shall be made and no construction or installation of any shrubbery, gates, pools, patios, sheds or similar structures shall be made prior to the final grading approval of the Municipality without the Developer’s consent. No construction of any fences shall be permitted at any time. The Owner shall not fail to repair minor settlement of the Lands,

Purchaser(s)	Vendor

or to care for sod, shrubs and other landscaping, if any, provided by the Developer, its contractors and subcontractors, or to replace any of it that dies from time to time.

- 13. The owner shall not breach any provision contained in any development agreement as it relates to the Lands, the buildings constructed thereon, or the grading with respect thereto.
- 14. No fencing, other than perimeter wood fencing to a maximum height of 5’ installed in rear yards shall be installed within any POTL areas.
- 15. All POTLs shall not be used in any manner which:
  - (a) shall constitute a nuisance to, or otherwise unreasonably interfere with, the Owners or occupants of the Condominium;
  - (b) results in the storage of any hazardous or noxious chemicals or materials;
  - (c) substantially increases the security costs for guarding or maintaining the Property (which costs can be assessed against the Owner as common expenses and recovered as such); or
  - (d) constitutes a breach or contravention of any applicable Zoning By-law of the City of Vaughan, the Ontario Building Code or any Site Plan Agreement, Condominium Agreement or Subdivision Agreement applicable to the Property.
- 16. Notwithstanding anything contained herein, the Transferor/Applicant shall have the right, by instrument in writing, from time to time to waive, alter or modify the covenants, provisions and restrictions contained herein with respect to all or any part of the lands hereinbefore described, without notice to, or the consent of any Transferee or owner.
- 17. Each of these covenants and restrictions shall be deemed independent and severable in whole or in part and the invalidity or unenforceability of any one covenant or restriction or any portion thereof shall not affect the validity or enforceability of any other covenant or restriction or remaining portion thereof.
- 18. Purchasers are advised that easements or rights may be granted in favour of the condominium to access any front or rear yards in order to carry out any maintenance and/or repair to the Common Elements, and, without limiting the foregoing, the Condominium shall have the right to disturb and remove any deck or flooring material and improvements thereto within such deck areas if necessary to perform any work of any kind.

The burden of these covenants and restrictions shall run with all POTLs to the Condominium Corporation and the benefit of these covenants and restrictions may be annexed to and run with each and every lot, part lot and/or block located on Block 1, Plan 65M-T.B.D., City of Vaughan, registered in the name of the Applicant on the date of registration of this Application. All owners, their respective successors and assigns, in title, from time to time of the POTLs, shall keep, observe, perform and comply with the stipulations, provisions and covenants set forth herein. These covenants and restrictions shall expire 20 years following the date that they are registered on title.

Purchaser(s)	Vendor