

RESTRICTIVE COVENANTS AND CONDITIONS

DEFINITIONS

The following words and expressions shall have the following meanings:

“Real Property” means those lands and premises described in the Application to Annex Restrictive Covenants to which this Schedule is attached, including any part thereof, specifically:

PIN 57212-0113

PART LOT 13, CONCESSION 12, ROSS, PART 1, PLAN 49R-19290; SUBJECT TO AN EASEMENT IN FAVOUR OF PART LOT 13, CONCESSION 12, ROSS, PARTS 1, 2, 3 AND 4, PLAN 49R18889 AS IN RE219767; TOGETHER WITH AN EASEMENT OVER PART LOTS 12 AND 13, CONCESSION 12, ROSS, PARTS 1 AND 2, PLAN 49R-19286 AS IN RE252972; TOWNSHIP OF WHITEWATER REGION.

“Transfer” means the transfer document providing for the transfer of the property these restrictive covenants and conditions affect;

“Transferee” shall mean the owner or owners, from time to time, of each property these restrictive covenants and conditions affect;

“Transferor” shall mean Joseph Edward Kowalski, as applicable, and his successors and assigns;

“Transferor’s Lands” means those lands and premises described as

PIN 57212-0115

PART OF LOT 13, CONCESSION 12, IN THE GEOGRAPHIC TOWNSHIP OF ROSS, IN THE TOWNSHIP OF WHITEWATER REGION, IN THE COUNTY OF RENFREW, DESIGNATED AS PARTS 1 & 2 ON REFERENCE PLAN 49R-19401 AND PART 3 ON REFERENCE PLAN 49R-19286.

TOGETHER WITH A RIGHT-OF-WAY OVER THOSE PORTIONS OF LOTS 12 & 13, CONCESSION 12, IN THE GEOGRAPHIC TOWNSHIP OF ROSS, IN THE TOWNSHIP OF WHITEWATER REGION, IN THE COUNTY OF RENFREW, DESIGNATED AS PARTS 1 & 2 ON REFERENCE PLAN 49R-19286.

SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF LOT 13, CONCESSION 12, IN THE GEOGRAPHIC TOWNSHIP OF ROSS, IN THE TOWNSHIP OF WHITEWATER REGION, IN THE COUNTY OF RENFREW, DESIGNATED AS PARTS 1 TO 4, PLAN 49R-18889 AS IN RE219767.

SUBJECT TO A RIGHT-OF-WAY OVER THAT PORTION OF LOT 13, CONCESSION 12, IN THE GEOGRAPHIC TOWNSHIP OF ROSS, IN THE TOWNSHIP OF WHITEWATER REGION, IN THE COUNTY OF RENFREW, DESIGNATED AS PART 3 ON REFERENCE PLAN 49R-19286, IN FAVOUR OF PART OF LOT 13, CONCESSION 12, IN THE GEOGRAPHIC TOWNSHIP OF ROSS, IN THE TOWNSHIP OF WHITEWATER REGION, IN THE COUNTY OF RENFREW, DESIGNATED AS PART 2 ON REFERENCE PLAN 49R-19290 AS IN RE240878.

PIN 57212-0117

PART OF LOTS 12 & 13, CONCESSION 12, IN THE GEOGRAPHIC TOWNSHIP OF ROSS, IN THE TOWNSHIP OF WHITEWATER REGION, IN THE COUNTY OF RENFREW, DESIGNATED AS PARTS 1 & 2 ON REFERENCE PLAN 49R-19286.

SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF LOT 13, CONCESSION 12, IN THE GEOGRAPHIC TOWNSHIP OF ROSS, IN THE TOWNSHIP OF WHITEWATER REGION, IN THE COUNTY OF RENFREW, DESIGNATED AS PARTS 1 TO 4, PLAN 49R-18889 AS IN RE219767.

SUBJECT TO A RIGHT-OF-WAY OVER THOSE PARTS OF LOTS 12 & 13, CONCESSION 12, IN THE GEOGRAPHIC TOWNSHIP OF ROSS, IN THE TOWNSHIP OF WHITEWATER REGION, IN THE COUNTY OF RENFREW, DESIGNATED AS PARTS 1 & 2 ON REFERENCE PLAN 49R-19286,

AS IN INSTRUMENT RE240878.

SUBJECT TO AN EASEMENT IN FAVOUR OF PART LOT 13, CON 12, IN THE GEOGRAPHIC TOWNSHIP OF ROSS, IN THE TOWNSHIP OF WHITEWATER REGION, IN THE COUNTY OF RENFREW, DESIGNATED AS PART 1, PLAN 49R-19290, AS IN RE252972.

SUBJECT TO AN EASEMENT IN FAVOUR OF PART LOT 13, CON 12, IN THE GEOGRAPHIC TOWNSHIP OF ROSS, IN THE TOWNSHIP OF WHITEWATER REGION, IN THE COUNTY OF RENFREW, DESIGNATED AS PARTS 1 & 2, PLAN 49R-19401 AND PART 3 ON PLAN 49R-19286, AS IN RE253247.

SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF LOTS 12 & 13, CON 12, IN THE GEOGRAPHIC TOWNSHIP OF ROSS, IN THE TOWNSHIP OF WHITEWATER REGION, IN THE COUNTY OF RENFREW, DESIGNATED AS PART 1, PLAN 49R-19398, AS IN RE253248.

PIN 57212-0118

PART LOT 13, CONCESSION 12, GEOGRAPHIC TOWNSHIP OF ROSS, TOWNSHIP OF WHITEWATER REGION, DESIGNATED AS PART 1 ON PLAN 49R-19445;

TOGETHER WITH A RIGHT-OF-WAY OVER THOSE PORTIONS OF LOTS 12 & 13, CONCESSION 12, GEOGRAPHIC TOWNSHIP OF ROSS, TOWNSHIP OF WHITEWATER REGION, DESIGNATED AS PARTS 1 AND 2, PLAN 49R-19286, AS IN RE253247;

TOGETHER WITH A RIGHT-OF-WAY OVER PART LOT 13, CONCESSION 12, GEOGRAPHIC TOWNSHIP OF ROSS, TOWNSHIP OF WHITEWATER REGION, DESIGNATED AS PART 3, PLAN 49R-19286, IN FAVOUR OF PART LOT 13, CONCESSION 12, GEOGRAPHIC TOWNSHIP OF ROSS, TOWNSHIP OF WHITEWATER REGION, DESIGNATED AS PART 1, PLAN 49R-19445;

SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF LOT 13, CONCESSION 12, PARTS 1 TO 4 PLAN 49R18889 AS IN RE219767;

57212-0120

PART LOT 13, CONCESSION 12, GEOGRAPHIC TOWNSHIP OF ROSS, TOWNSHIP OF WHITEWATER REGION, DESIGNATED AS PART 3 ON PLAN 49R-19445;

TOGETHER WITH A RIGHT-OF-WAY OVER THOSE PORTIONS OF LOTS 12 & 13, CONCESSION 12, GEOGRAPHIC TOWNSHIP OF ROSS, TOWNSHIP OF WHITEWATER REGION, DESIGNATED AS PARTS 1 AND 2, PLAN 49R-19286, AS IN RE253247;

TOGETHER WITH A RIGHT-OF-WAY OVER THOSE PORTIONS OF LOT 13, CONCESSION 12, GEOGRAPHIC TOWNSHIP OF ROSS, TOWNSHIP OF WHITEWATER REGION, DESIGNATED AS PART 3, PLAN 49R-19286 AND PART 4, PLAN 49R-19445, IN FAVOUR OF PART LOT 13, CONCESSION 12, GEOGRAPHIC TOWNSHIP OF ROSS, TOWNSHIP OF WHITEWATER REGION, DESIGNATED AS PART 3 ON PLAN 49R-19445;

SUBJECT TO AN EASEMENT IN FAVOUR OF PART OF LOT 13, CONCESSION 12, PARTS 1 TO 4 PLAN 49R18889 AS IN RE219767;

(or such other lands to which the benefit of these covenants shall be assigned by the Transferor)

1. Agreement

The Transferor and the Transferee agree that the covenants contained in this Schedule shall be deemed attached to the Transfer document such that the covenants are registered on and run with the Transferee's title to the Real Property to be conveyed and shall run with and benefit the Transferor's Lands. The covenants are binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns and are in addition to any covenants contained in any document registered against the title to the Real Property. The covenants shall be construed with appropriate changes of number and gender as the context requires.

2. Maintenance of Fences and Trees

(a) The Transferee for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that the Transferee shall maintain the fences and, if applicable, the tree-line along the boundary of the Real Property which he owns.

(b) The Transferee acknowledges that there shall be no planting of poplar, alder, aspen, willow, elms which are subject to Dutch Elm disease, or maple trees of the fast-growing variety (i.e. silver and Manitoba or similar species). Non-native shrubs are not permitted.

3. No Subsequent Re-Subdivision

The Real Property once purchased under these covenants may not be re-subdivided.

4. Road Maintenance

(a) The Transferee shall pay his proportionate share of the cost of maintenance and snow plowing for the roads leading to the Real Property (Pettigrew Road and Voyageur Bay Trail);

(b) The Transferee agrees to be bound by the provisions of the Road Agreement between the Transferor and the Corporation of the Township of Whitewater Region registered by Notice on the 30th day of May, 2017 under Instrument Number RE219183.

(c) The Transferee shall pay for his proportionate share of the cost of snow plowing for the road leading to the Real Property. The Real Property owners not attending their property in the winter will not be responsible for these costs.

5. Hydro

The Transferee shall pay his proportionate share for connecting to Hydro One services, if desired, when such services are brought to Voyageur Bay. The transferee will grant an easement if necessary for hydro lines and/or poles to cross the property.

6. Noise and Nuisance

(a) The Transferee shall not carry on or permit any activity on, or in the vicinity of, the Real Property which may cause a nuisance or interfere with the reasonable enjoyment of adjoining lots by the owners thereof;

(b) The Transferee acknowledges that there shall be no noise after 11:00 p.m. There shall be no loud outdoor speakers at any time. There shall be no speakers on dock or riverside decks. Any noise must end at the Real Property line.

7. Temporary Easement

(a) Until such time as the Transferor has been released of any obligations under the terms of the consent to severance, the Real Property may be subject to a temporary easement in favour of the Transferor, his employees, consultants, agents and representatives, for all purposes in connection with the Transferor fulfilling his obligations thereunder;

(b) The Transferee acknowledges and agrees that the Real Property may be subject to a blanket easement along the rear of the Real Property for access and/or services to other lots within the Reference Plan and agrees to grant such easements as may be required to effect same after the Completion Date.

8. Mobile Homes

The Transferee acknowledges that mobile homes are permitted for up to two (2) years prior to the construction of a home or cottage. Once a home or cottage is under construction, the Transferee has one (1) year to complete the construction and may use a mobile home until the home/cottage is complete. The dumping of sewage can only take place at a location approved by the Transferor. More than one (1) mobile home requires the written permission of the Transferor.

9. Fire Protection

The Transferee acknowledges that all buildings will have smoke detectors and carbon monoxide detectors. All buildings will have fire extinguishers inspected annually in the spring. There will be no burning of any kind. All buildings with water will have an outside tap with a hose that can be used for fire protection. Campfires are permitted provided they are in a properly constructed fire pit. The Transferor may require an annual fire inspection at the Transferee's expense.

10. Building Standards / Design and Construction of Dwelling

The design and construction of all dwellings shall be in compliance with all applicable municipal by-laws, rules and regulations, and shall respect the following covenants:

(a) the minimum gross ground floor area of the dwelling, excluding any non-residential areas, such as a garage, shall be 900 square feet on the non-waterfront lots, and 900 square feet on the waterfront lots. For the purposes of this instrument, "gross ground floor area" shall mean the total area of the ground floor exclusive of basements, cellars, attics, garages, sunrooms, unenclosed verandas or porches. Only that floor area having a clear height to the ceiling of at least 2.25 metres may be used to calculate such gross ground floor area;

(b) all main dwellings must have a concrete foundation, or a foundation created by drilling into bedrock. Stamped drawings are required for all main structures;

(c) the following exterior finishes only shall be permitted, namely, real wood and wood composite siding products stone and stone veneer. Other building products that follow the theme of these products may be approved in writing by the Transferor;

(d) the exterior finish shall be installed and completed within a period of two (2) years from the date of issuance of the building permit for the dwelling;

(e) suitable colours will match the natural background. These include more neutral tones such as beige, taupe, brown, rust, grey, green and natural wood shades. Roofing materials are not restricted, but colours must conform to the same natural tones. Other colours must be approved in writing by the Transferor;

(f) 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 and a plan showing the location and finish grade elevations of the proposed structure or building, have been approved in writing by the Transferor or his designated representative or agent, such approval not to be unreasonably withheld or delayed. It is understood that the Transferor or his designated representative or agent's review shall relate to the exterior appearance of the proposed building(s) structure(s) only;

(g) no change can be made to the natural shoreline by adding rocks, sand or destroying natural vegetation and no fencing is to be erected on the shoreline;

(h) there will be no filling in the Ottawa River or within 150 feet of it and at all times the owner shall abide by all filling provisions as set out by the Township of Whitewater Region;

(i) no building erected on the Real Property shall have the effect of unreasonably blocking a neighbour's view;

(j) the Transferee acknowledges that they must maintain at least 50% tree coverage in front of house or cottage. Decks along the shore must be made to blend into the natural environment. Docks are limited in size to 400 square feet;

(k) the Transferee acknowledges that the maximum occupancy living on the Real Property is 2 persons/bedroom. Occasional large gatherings shall be permitted provided they do not unreasonably interfere with the neighbour's enjoyment of their property

11. Property Standards

(a) The Transferee acknowledges that the Real Property is to be well maintained at all times in a neat and tidy fashion and in compliance with all municipal by-laws, rules and regulations. All garbage must be in animal proof sealed containers. The Real Property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including landscaped trimming. There shall be no burying of any trash or garbage on the property. There shall be no excessive use of insecticides or fertilizers that can contaminate the river and groundwater.

(b) Garages and storage sheds must be built to harmonize with the main dwelling and may not be constructed of plastic, fabric or tarpaulin material.

(c) Boats, RV's and other outdoor equipment on the Real Property may not be visible from Voyageur Bay Trail and/or the river and must be stored in buildings on the Real Property. Parking or storage of buses, commercial vehicles, industrial equipment, unlicensed or inoperable vehicles or equipment, scrap materials, etc., is prohibited.

(d) Propane, fuel and other tanks and storage containers on the Real Property must be shielded from view and may not be visible from the public road or from the river.

(e) Antennae and other towers greater than 6 metres in height, and satellite dishes greater than 1 metre in diameter, require the prior written approval of the Transferor.

(f) Renewable wind and solar installations are permitted, subject to the proper design review and written approval by the Transferor.

(g) Fences are permitted only for safety purposes around pools, decks and hazardous areas, and as otherwise approved by the Transferor.

(h) If Hydro One services are brought to Voyageur Bay, the power supply to the dwelling must be buried unless above ground service is approved in writing by the Transferor with an engineer's report.

(i) Outhouses are not permitted except for portable ones that can be pumped etc. onsite only during construction. Composting toilets shall be permitted.

12. Motor Boats and Jet Skis

The Transferee acknowledges that motor boats and jet skis or similar water craft may be launched from their respective lot or the municipal boat launch but only for use on Rocher-Fendu Lake. Only electric motors or small fishing motors under 10 hp are permitted upstream of the boat launch. Motor boats and jet skis must operate away from Voyageur Bay. The Transferee acknowledges that motor boats and jet skis are not permitted in Blueberry Bay and Voyageur Bay North. Lot owners on those bays must motor slowly out to the main river and proceed downriver to Rocher-Fendu Lake. Returning to those bays must be done slowly.

13. Animals

The Transferee acknowledges that no pets are allowed to run free and must be leashed off the Real Property. The Transferee shall always be responsible for their pets. Only domestic pets normally permitted in private or rural residential areas shall be kept upon the Real Property. Horses, cattle, pigs, sheep, poultry or other livestock are not permitted. There shall be no breeding of pets for sale or dog kennels. Dog runs may be permitted upon the Real Property with the Transferor's permission. Dogs are not permitted to continuously bark.

14. Subletting, Renting, Airbnb

The subletting, renting (including use of "Airbnb") shall be permitted provided that it is within reasonable limits and does not negatively impact any neighbours' reasonable enjoyment of their property.

15. OPG

The Transferee acknowledges the Ontario Power Generation ("OPG") licensed areas located between the Transferee's Real Property and the shoreline of the Ottawa River, and shall keep within the Transferee's Real Property and respect the OPG licensed area associated with the Real Property.

16. Hunting

The Transferee acknowledges hunting is not permitted on any lands owned by the Transferor or White Water and Wild Lands Tours Ltd., c.o.b. as Wilderness Tours ("Wilderness Tours").

17. Internet

The Transferee acknowledges that when the internet is brought to Voyageur Bay, he shall have the option to connect provided that he agrees to share in the costs on an equal basis with all other owners.

18. Home Business

The Transferee acknowledges that small, discreet home office-based professional services and childcare services are permitted. Manufacturing, contracting or other businesses are not permitted.

19. Drainage

(a) The Transferee acknowledges that prior to construction a site elevation shall be performed by a qualified land surveyor who shall determine the ground elevation. The ground elevation may not be raised to a level that would adversely or detrimentally affect any neighbouring property by causing drainage problems to surrounding lands. Property drainage works will be undertaken by the Transferee.

(b) Sump pump drainage must be done with proper outlet and drainage into a French drain and not on the surface.

20. Assumption of Risk

Use of Pettigrew Road and Voyageur Bay Trail leading to the Real Property shall be at the sole risk of the Transferee and those for whom he is at law responsible.

21. Association

If and when an association of owners of lots in Voyageur Bay is formed for the purposes of maintaining the road to the lots in Voyageur Bay and for other related purposes (the Association”), the Transferee shall forthwith become a member of such Association, or, if such an Association has already been formed the Transferee shall forthwith become a member thereof. The Transferee shall pay membership fees as determined by the Association as and when due and otherwise remain a member in good standing while an owner of the Real Property.

22. No Waiver

The failure of the Transferor or Wilderness Tours to enforce the strict performance of any of the covenants, restrictions or acknowledgements contained herein shall not operate as a waiver of any such covenants, restrictions or acknowledgements and no waiver by the Transferor or Wilderness Tours of any of the covenants, restrictions or acknowledgements contained herein shall, of itself, constitute a waiver of any previous or subsequent breach of such covenants, restrictions or acknowledgements;

23. No Objection / Opposition

a. The Transferee agrees not to oppose or object to, whether before the primary approving agency or before any body on appeal or reference any Official Plan amendments or draft plan of subdivision, condominium or re-zoning, committee of adjustment or land division committee applications or any other application to governing bodies or authorities of any kind whatsoever, brought by the Transferor or Wilderness Tours, its affiliates or related corporations with regard to any approval, development or redevelopment of lands it currently owns and which abut or which are located in the vicinity of the Real Property, or anywhere within the Township of Whitewater Region;

b. The Transferee acknowledges:

i. Wilderness Tours commenced its business in 1974 at which time it began developing a recreational business centered around the support of whitewater rafting. That business has evolved and developed and grown to include many diverse and athletic activities and facilities that operate upon all of Wilderness Tours’ lands. The business of Wilderness Tours includes nighttime, indoor and outdoor activities and entertainment, including one or more fully licensed facilities catering to its diverse customers, which facilities provide alcoholic beverages, dining and entertainment. Wilderness Tours’ customers are encouraged to rent overnight accommodations from Wilderness Tours upon Wilderness Tours’ lands. Wilderness Tours intends to continue to use its efforts to encourage and increase the number of customers using its facilities and participating in its activities;

ii. Wilderness Tours’ business is such that loud music, noise and enthusiastic and boisterous behaviour is to be anticipated, expected and is inherent to Wilderness Tours’ business. The Transferee acknowledges that such activities and behaviour shall not be the basis of and or subject of a complaint by the Transferee or its assigns to any party, including Wilderness Tours or any regulatory body, government authority or private association.

24. Trail Passes

Use of any lands owned by the Transferor or Wilderness Tours surrounding the Voyageur Bay development is permitted only with the purchase of an annual Trail Pass from Wilderness Tours.

25. Subsequent Owners

(a) Prior to any conveyance of the property by the Transferee, the Transferee shall obtain the agreement in writing of the prospective new owner to be bound by the above covenants.

(b) For the purposes of these covenants, restrictions and acknowledgments, the Transferee shall mean the registered owner of a Lot or Part within the Reference Plan, and the heirs, executors, administrators, successors and assigns of such registered owner.