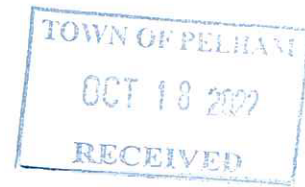


October 17, 2022

Secretary Treasurer of the Committee of Adjustment  
20 Pelham Town Square, PO Box 400  
Fonthill, ON L0S 1E0



File # A14/2022P

We are writing in reference to the request for a minor variance for 14 Wellington Court, Pelham. I would ask that this variance be declined.

Currently there is 24.72 feet between the back of our property and 14 Wellington. This variance would cut that in half to 12.11 feet from the back of our house to the back of this structure. That is not a minor variance to us, it's a drastic difference and is simply not enough space between structures. This structure would butt right up against our back yard.

Wellington Court and Milliner Place are part of a small townhouse complex called Beckett Mills. When we purchased our home on Milliner (located beside Wellington), we were provided with the attached Schedule "G". In that schedule, we as the purchaser had to acknowledge that the property being purchased was subject to Restrictions registered on title with the property and included the following:

"Absolutely no buildings, erections, additions, extensions or attachments of any type or description shall be permitted to any part of or extend beyond any part of the wall of the buildings; save and except that patios and/or decks shall be permitted to or at the rear wall of the buildings."

As this structure is larger than 10 by 10 and will have a roof and eaves troughs, down spouts will be needed, and that extra flow of water could negatively impact our yard. Further, the variance shows that the structure would not be heated, but on October 14<sup>th</sup>, the homeowner shared with us that it would be heated and air-conditioned. We wonder if there have been changes submitted to this original variance or whether the variance submitted has outdated information. It is difficult for us to make a decision with differing information.

Lastly, a structure of this size could impact the value of our property as it sets a precedent for other similar structures. These properties were not meant to house these extra structures.

While we are not in opposition to any homeowner looking to improve their home, we feel that this structure is an infringement on our property and ask that it not be approved.

Sincerely,

Handwritten signature of Donna Huxley in black ink.

Handwritten signature of Mal Ireland in black ink.

Donna Huxley and Mal Ireland





## Schedule 'G'

### Beckett Mills Restrictions

Purchaser acknowledges and agrees that the property being purchased is subject to Restrictions registered on title with the property and summarized as follows. Should there be any conflict between the summary and the registered restrictions, the registered restrictions shall govern.

- No detached garage or other similar structure shall be erected on any lot, however, a detached storage shed or similar structure not larger than 10 feet by 10 feet on a concrete slab shall be permitted on any lot.
- Absolutely no buildings, erections, additions, extensions or attachments of any type or description shall be permitted to any part of or extend beyond any part of the wall of the buildings; save and except that patios and/or decks shall be permitted to or at the rear wall of the buildings.
- Any fence installed in or on a lot shall:
  - (a) conform with the zoning by-laws of the Town of Pelham;
  - (b) be constructed of material of similar design, size and construction and of similar quality to that found on the project at its inception;
  - (c) be well and properly painted or maintained in a colour or finish which is the same as the original colour or finish of the fencing material;
  - (d) not impede or restrict the right of way given to any of the owners of the units who pursuant to the provisions of their grants have rights of way for service access to the rear of their lots.
- No aerial, T.V. antenna, T.V. tower, satellite dish or other similar structure, greater than two (2) feet in diameter shall be erected on the exterior of the building(s) or on the lots. Any antenna or satellite dish two (2) feet in diameter or less shall be permitted only in a location rendering it not visible from the front of the cluster or group of housing units.
- No clothes lines of any description shall be erected on the lands.
- No permanent pool, inground or above ground, shall be installed in or on the lands.
- No changes shall be made to the exterior colour of brick, stucco, roof lines, roof treatments, exterior wall treatment, or exterior wall colours without the express consent, in writing, of the Grantor, or its successors or assigns.
- No sign, or advertising matter of any kind, except the ordinary signs offering the lands or buildings thereon for sale or rent, shall be placed on the lands, or on the buildings, fences, or trees on the lands.
- No motor vehicles (other than private passenger vehicles), vans, trailers, boats, snowmobiles, heavy equipment or anything similar thereto shall be parked, placed or stored on the lands unless concealed in a wholly enclosed garage.
- If the majority of the owners of the units in any cluster or groups of units agree, they may form an association for the specific purpose of:
  - (a) maintaining the grounds, ie grass and shrubs maintenance, weed control, leaf raking, snow and ice removal.
  - (b) maintain the exterior of the units in their cluster, ie exterior wall surfaces, roofs, soffits, eavestroughs, windows, doors, and painted surfaces, and
  - (c) such other matters as the owners of the units may unanimously agree to.
- As it relates to items in (a) and (b) above, the agreement by the majority of the unit holders in any one cluster shall be binding upon all of the unit holders in that cluster. Each unit holder shall contribute to the costs thereof in proportion to the land size (a) or building area (b) of the unit.