

SCHEDULE “E”
ROCKWOOD HILLS COMMUNITY
RESTRICTIVE COVENANTS

1. The lands to which these building restrictions shall apply (hereinafter called the “the said lands”) include the lot or lots identified by the parcel identifier stated on the transfer from the transferor to the transferee.
2. “Garage” as used herein shall include any structure used or to be used for the housing or protection of motor vehicles.
3. Repairs of a substantial nature for example siding, windows, roofing or structural repairs and or maintenance shall be undertaken with the approval of co-owners of the respective clusters of units. A cluster shall consist of 4 or more semi-detached units. It is in the best interests of all owners that a certain uniformity of style and design be respected concerning each cluster. As a result, the Transferee recognizes, appreciates and agrees to co-operate with the other unit owners in the cluster when undertaking such repairs.
4. It is quite likely that the roofing of each unit within a cluster will deteriorate concurrently therefore the Transferee agrees to contribute towards the repair or replacement of the roof where a majority of the owners within the cluster determines and decides that the roofing must be repaired or replaced.
5. Sidewalks, walkways, passages and driveways shall not be obstructed or used for any purpose other than ingress and egress.
6. Notwithstanding anything herein contained, no building, fence, or erection of any kind shall be erected on the said lands unless the plans, dimensions, specifications and location thereof as indicated by a siting plan (including the distances from the front, side and rear limits) shall have been first submitted to and approved in writing by the transferor or its successors or the architects for the time being or the transferor or its successors and no building, fence or other erection shall be construed or placed on the said lands otherwise than in conformity with such plans, specifications and siting plan, and shall include draining facilities for said lot. The transferee, its successors and assignees shall not disturb the natural draining of the lands so as to permit the escape of water on neighboring properties.
7. The said lands or any building erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, services, manufacturer or business of any description, nor a school, hospital or other charitable institutions, nor as a hotel, apartment house, rooming house, or place of public resort, nor for any sport (other than such games as are usually played in connection with the occupants of a private residence) nor for any other purposes than a private residence for the use of one family only to each dwelling erected or to be erected thereon which shall be a nuisance to the occupants of any neighboring lands or buildings.

8. No signs, billboards, notices or advertising matter of any kind (except the ordinary signs offering the said lands or building thereon for sale or rent) shall be placed on any part of the said lands or upon or in any buildings or on any fence, tree or other structure on the said lands without the written consent of the transferor or its successors in writing.
9. No tent, boat, motorhome, snowmobile, trailer, recreational vehicle of any kind, machinery or equipment shall be parked, placed or maintained upon any part of the said lands.
10. Repairs to vehicles shall not be carried out upon the said lands.
11. A vehicle undergoing repair of any nature shall not be parked, placed or maintained upon the said lands.
12. No living tree having a diameter of more than four (4) inches shall be cut down or removed from the said lands other than those standing within an area to be excavated for the erection of a building thereon without the consent of the transferor or its successors.
13. No building waste or other material of any kind shall be dumped or stored on the said lands except to clean earth for the purpose of leveling in connection with the immediate improvement of the grounds.
14. No snakes, horses, cattle, hogs, sheep, poultry or other stock of animals shall be present or tolerated on the land, or permitted in private homes. No breeding or pets for sale shall be carried on upon the said lands or in any buildings thereon.
15. No pets of any kind shall be permitted upon the said lands without prior written and express permission by the Transferor.
16. No outdoor fireplace, stove or burning apparatus, other than a barbecue, shall be permitted upon said lands.
17. No combustible or flammable materials shall be permitted upon the said lands.
18. No clothesline or clothes tree of any kind shall be permitted upon the said lands.
19. No swimming pools shall be permitted upon the said lands.
20. The transferee hereby agrees to consent to the construction of sidewalks, pavement, sewers, water mains and other local improvements that may be petitioned for by the erection or installation and maintenance at the rear of any lot of electric, telephone and/or telephone poles, lines and equipments and guys and anchors in connection therewith and underground cables, all for common use with all necessary access from time to time for the employees of the corporation or corporations, furnishings, maintaining and repairing the same.

21. The transferor or its successors shall have the right to convey to the Municipality or other public authority any part of the said lands (other than the lands described herein) for park, recreational or other similar purposes.
22. No accessory buildings or baby barns shall be erected on the said lands.
23. No satellite dishes of any kind shall be permitted upon the said lands without prior written and express permission by the Transferor. The Transferor may limit the size of any satellite dish permitted and determine the location where it may be situated on the lands.
24. No air conditioning units or other similar equipments shall be permitted on the said lands.
25. No propane tanks shall be permitted on the said lands other than a twenty pound barbecue propane tank.
26. No hedging shall be permitted other than upon approval by the transferor. Should the Transferee wish to install a hedge on the front or rear of property to separate the Transferee's unit from adjacent unit, the hedging must be approved by the Transferor and must not extend further than 7 meters from the foundation of the unit.
27. Notwithstanding anything herein contained, the transferor reserves the right to alter or vary the restrictions (including the creation of new restrictions) on or before closing of each individual lot.
28. Notwithstanding anything herein contained, the transferor reserves the right to alter or vary the restrictions (including the creation of new restrictions) to be attached to conveyances of other lots in the same subdivision as the lands herein.
29. The validity in whole or in part of any of these restrictions shall not affect the validity of the other restrictions or remaining portion of the restrictions herein contained.
30. In the event that a watercourse runs through or adjacent to the said lands the transferee acknowledges that he/she (they) must comply with all applicable legislation and regulations.
31. And the said transferee(s) for himself/herself (themselves), their heirs, administrators, executors, successors and assigns, in consideration of the premises and sum of One (1) Dollar now paid to the said transferee by the transferor, the receipt thereof being hereby acknowledge, hereby covenants and agrees to and with the said transferor that he/she (they) will keep and observe the said restrictive covenants, and that in every conveyance made by the transferee of the lands herein conveyed, or any portion or portions thereof, there shall be inserted a like covenants, to others to the same effect, requiring all persons hereafter holding, or claiming under the said transferee, their heirs, administrators, executors, successors and assigns, to keep and observe the said express conditions and restrictions in each and every one of the them.