



SCHEDULE "E" RESTRICTIVE COVENANTS

Defined Expressions

1. In these restrictive covenants:
 - a) "Garage" means a structure having a minimum square footage of 360 feet;
 - b) "Lands" means the parcel or parcels being conveyed to the Transferee pursuant to the instrument to which these covenants attach; and
 - c) "Transferor" means Waterstone Developments Ltd. and its successors and assigns.

Dwelling

2. No more than one dwelling house shall be erected on the Lands and every addition thereto shall be approved by the Transferor.
3. The site of all buildings and driveways to be erected on the Lands and every addition thereto shall be approved by the Transferor.
4. No building shall be erected on the Lands other than a detached single dwelling house for the use of a single family with an appropriate Garage. An in-law suite is permitted with the understanding that no dwelling shall have more than one entrance on the front of the dwelling.
5. The design and plan of the dwelling house, its location and elevation upon the Lands, the color of the roof(s) and exterior siding and trim and all exterior masonry must be approved in writing by the Transferor or an architect designated by the Transferor prior to commencement of construction by the Transferee. The Transferee shall provide to the Transferor the plans, dimensions, specifications and proposed location of the dwelling and all appurtenances thereto as indicated by a siting plan (including the distances from the front, side and rear limits and draining facilities for the Lands). Any dwelling, building or other erection shall be constructed or placed on the Lands in conformity with such plans, specifications and siting plan approved by the Transferor or its designated architect. The Transferee shall not disturb the natural draining of the Lands so as to permit the escape of water on neighboring properties.
6. No building shall be erected on the Lands save and except as provided hereafter:
 - (a) One detached single family house with a double Garage having a minimum total of 1250 square feet on the main floor (not including the square footage of the Garage); or
 - (b) One detached two storey house or one detached one and one-half storey house with a double Garage having a minimum total of 1600 square feet total (not including the square footage of the Garage).
7. Each dwelling house shall have a minimum of 100 square feet of masonry exterior finish on the front of the house.

8. No building shall be erected closer than thirty (30) feet from the street line in front of Lands upon which the said building is erected or as determined in writing by the Transferor and such setback must vary by twenty-four (24) inches from the setback of the nearest adjacent house. There shall be a building line of thirty (30) feet on all parcels including both frontages or corner parcels. No main building or structure, nor part thereof, shall be so situated on a parcel that any wall, roofed porch, verandah or structural support shall be closer than four (4) feet to any side lot line.
9. No accessory buildings shall be erected on the Lands without prior written approval of the Transferor. A boat house or pool house suitable for a residence of the class or value thereof may be permitted by the Transferor provided the plans, specification and site locations for such outbuilding are first approved by the Transferor. No outbuilding approved by the Transferor shall be occupied as living quarters at any time.
10. No prefabricated houses, modular homes, mobile home or house trailer shall be erected on the Lands.
11. The outside appearance of any structures, including Garages and outbuilding, fence, or other structures on the Lands shall be of good quality construction and materials in keeping with the overall standard of construction of any existing buildings erected on the Lands and shall require the advance written approval of the Transferor.
12. The Transferee acknowledges and agrees that:
 - a) No pool, patio, deck of any sort or description may be placed next to or in front of the dwelling;
 - b) No outside toilets shall be allowed or built upon the Lands;
 - c) No outdoor fireplace, stove or burning apparatus, other than a barbecue shall be permitted upon the Lands;
 - d) No chimneys shall be constructed of or clad in any metal material, excluding metal chimney pipe which is clad in a non-metal material, and chimneys shall not protrude more than three (3) feet from the chimney façade or roofline;
 - e) All exterior gas, propane or oil tanks shall be hidden from view by landscaping, fencing or by any other means approved by the Transferor in writing;
 - f) No baby barns shall be allowed or built upon the Lands;
 - g) No clothes lines of any kind are permitted upon the Lands;
 - h) No fences, hedges, trees or other obstructions are to be placed or erected at the rear of the dwelling for lands adjacent to the golf course;
 - i) No recreational vehicles, vehicle storage or secondary driveways shall be allowed at the rear of the dwelling for lands adjacent to the golf course;
 - j) The Transferor and the golf course owner are not responsible for any damage caused by golf balls or other damages resulting from golf play;
 - k) Ponds situated on the adjacent golf course shall not be used for recreational purposes;

- l) The adjacent golf course is private property and that access is restricted to players or other authorized persons as determined by the golf course management.

13. Front yards shall be maintained free of the following:

- a) Wood – all wood must be stacked neatly in rear of dwelling to ensure that same is not visible from the street;
- b) Statues of any type;
- c) Garbage container – all garbage containers shall be store in the rear of the dwelling to ensure that they are not visible from the street;
- d) Playground equipment (including trampolines), lawn furniture and hot tubs shall be placed in the rear of the dwelling to ensure that they are not visible from the street.

14. The Transferee shall comply with all applicable Provincial and Federal legislation relating to the construction of the dwelling and use of the Lands.

Restrictions to Lands and Use of Dwelling

15. The Lands or any buildings erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, service, manufacturer or business of any description, nor a school, hospital or other charitable institution, 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 by 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; nor shall anything be done or permitted in or upon any of the Lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighbouring lands or buildings.
16. No horses, cattle, hogs, sheep, poultry or other stock or animals other than household pets normally permitted shall be present or tolerated on the Lands and dwelling or any building thereon.
17. No breeding of pets for sale shall be carried on upon the Lands or in any building thereon.
18. No apiary, nor coop, building kennel or enclosure for dogs, cats or other animals or domestic fowl shall be constructed, erected, placed or permitted or suffered to be situated on the Lands.
19. No repairs to any motor vehicles shall be effected save within a wholly enclosed Garage.
20. No trailer, motor home or recreational vehicles of any kind shall be parked or place upon any part of the Lands. Travel trailers or motor homes may be parked or placed upon the Lands during the period between May 1 to November 30.
21. No motor vehicle larger than a half-ton truck may be permitted to be parked on the Lands. A vehicle undergoing repairs of any nature may not be parked, placed or otherwise be permitted to remain upon the Lands.

22. No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the Lands for sale) shall be placed on any part of the Lands or upon or in any buildings or on any fence, tree or other structure on the Lands without the prior written consent of the Transferor.
23. No aerial, antennae, or equivalent apparatus shall be allowed on any portion of the Lands or buildings in any area. No clothing, laundry or wash shall be aired or dried on any portion of the Lands or buildings in any area.
24. No noxious or offensive activity shall be carried on or upon the Lands or buildings nor shall anything be done or placed thereon or therein which may become a nuisance or an annoyance to the neighbourhood.
25. The Lands shall not be subdivided nor shall any part or portion of the Lands be leased or disposed of in any manner.
26. The Transferee shall not grant, sell, lease or otherwise dispose of any interest in the Lands, to any third party by way of easements, licenses, right-of-ways or otherwise for the purpose of placing, erecting or otherwise installing utilities without the prior written consent of the Transferor.

Driveway

27. The driveway may not consist of materials other than asphalt, paving, paving stones or concrete.
28. The driveway shall be completed no later than 12 months from the date of substantial completion of the dwelling of the Transferee.

Fences

29. Berms, fences and/or screen plantings installed by the Transferor at, on or adjacent to the Lands shall not be removed or altered without the consent of the Transferor.
30. No fence may be erected on the Lands without the prior written approval of the Transferor.
31. If permitted by the Transferor, fences may not exceed 84-inches in height. Supports and bracing must face inward towards dwelling, exposing finished side towards neighbour. Location of fence can not lead to excessive trimming of limbs or removal of brush and trees. No galvanized chain link, pallet or stockade style fencing, or other style fencing that does not keep with the conformity of the neighbourhood. Decorative wood, vinyl or wrought iron is acceptable. Fence color may not be bright or pastel.

Excavation, Construction and Landscaping

32. No excavations shall be made on the Lands except excavations for the purposes of building on said Lands or for the improvement of the gardens and grounds thereof. No soil, sand or gravel shall be removed from the Lands except with the prior written permission of the Transferor.
33. The Transferor shall have the right to convey to the Municipality or other public authority any part of the lands (other than the lands being conveyed hereby) for park, recreational or other similar purposes.

34. During any period where construction is effected on the Lands:
 - a) No heavy equipment to be operated in the subdivision between 20:00 hours and 06:30 hours;
 - b) The Transferee and his builder shall keep the Lands in a neat and tidy condition during the course of construction of buildings on the Lands and will comply with any reasonable requests made by the Transferor in respect of the appearance of the Lands during the construction as aforesaid.
35. The Transferee shall repair any damage to that part of any other lands abutting or adjacent to the Lands and any damage to roadways, curbs and temporary or permanent ditching with the subdivision caused by the building operations of the Transferee or his builder upon the Lands and will complete any such repairs to the satisfaction of the Transferor within 10 days of the receipt of written notice from the Transferor demanding that such repairs be done.
36. No building waste or other material of any kind shall be dumped or stored on the Lands except clean earth for the purpose of leveling in connection with the erection of a building thereon or the immediate improvement of the grounds.
37. Permanent surveyor's lot markers removed during the construction of the dwelling or any other work done on the Lands shall be replaced at the expense of the Transferee.
38. The Transferee covenants that he will not interfere with the natural flow of drainage of the Lands nor with the existing artificial drainage for surface water so as to prevent any damages and/or flooding of adjacent lands.
39. In the event that a "watercourse" runs through or runs adjacent to the Lands, the Transferee shall comply with all applicable legislation and regulations applicable thereto.
40. No living tree with a diameter of more than four (4) inches shall be cut down or removed from the Lands other than those standing within an area to be excavated for the erection of a building thereon and a driveway, whether paved or not, without the consent in writing of the Transferor. Notwithstanding any other covenants herein, no living tree with a diameter of more than four (4) inches shall be cut down or removed on Lands adjacent to the golf course, without the consent in writing of the Transferor, on a strip of land along the rear property line of the Lands extending twenty (20) feet from the rear property line for the full width of the Lands.
41. The Transferee shall complete the landscaping of the Lands within 24 months of the substantial completion of the dwelling of the Transferee. In the event that the Transferee does not complete the landscaping within the time period provided herein, the Transferor may notify the Transferee in writing of the default hereunder, and may register a duplicate of such notice in the Land Titles office, which notice shall have the effect of creating a lien on the Lands in an amount sufficient to pay the cost of the completion of the landscaping.
42. No tree, hedge or shrub planting shall be maintained in such a manner as to obstruct site lines for vehicular traffic or to hinder or obstruct the use of the Lands.
43. The Transferee shall, at all times, maintain the Lands and all appurtenances thereto in good repair and in a state of neat appearance.
44. Installation of a hedge shall not be permitted without the prior written approval of the Transferor.

45. All lawns and approved landscaping at the front of the Lands shall be extended to the street pavement (including each side of any intervening sidewalk) and shall thereafter be installed or maintained by the transferee adjacent to and along the street.

Buy-Back Option

46. The Transferee agrees to complete construction of a dwelling in accordance with the provisions contained herein within 36-months of the date of registration of the instrument conferring to the Transferee the title of the Lands.
47. In the event that the Transferee fails to complete the construction of a dwelling pursuant to paragraph 46, above, the Transferor shall have the right to demand that the Transferee re-convey the Lands to the Transferor. Upon receipt of such a demand by the Transferor, the Transferee shall execute all documentation necessary to convey the Lands to the Transferor free and clear from all encumbrances at the same price paid by the Transferee for the acquisition of the Lands and shall comply with the closing date determined by the Transferor, at the sole discretion of the Transferor.
48. In the event that the Transferee wishes to sell the Lands prior to the expiry of the period provided for in paragraph 46, above, and prior to the commencement of any construction thereon, the Transferee shall give to the Transferor notice thereof and the Transferor shall have the option of purchasing the Lands at the same price paid by the Transferee for the acquisition of the Lands. In the event that the Transferor exercises such right to re-purchase the Lands, the Transferee shall execute all documentation necessary to convey the Lands to the Transferor free and clear from all encumbrances at the same price paid by the Transferee for the acquisition of the Lands and shall comply with the closing date determined by the Transferor, at the sole discretion of the Transferor.
49. 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.
50. Invalidation of any one of the covenants herein or restriction thereof by judgment or court order shall in no way affect any other provision herein, which shall remain in full force and effect.
51. It is the intent that the burden of these covenants shall run with the said Lands.
52. Any covenant or restriction contained herein may be waived in whole or in part by the Transferor provided that such waiver shall have no validity unless made in writing and signed by the Transferor.

Enforcement

53. Contraventions shall not affect the validity or enforceability or any other restrictions. The Transferor shall not be compelled to ensure the enforcement or compliance with these covenants and any failure by the Transferor to ensure enforcement or compliance shall not affect the validity or enforceability of any of the covenants contained herein. However, in the event that the Transferor chooses to enforce compliance with the covenants, the party at fault shall be liable to the Transferor for all costs and expenditures incurred in the enforcement of such covenant(s), including but not limited to legal fees on a solicitor client basis.

General Provisions

54. Notwithstanding anything herein contained, the Transferor reserves the right to alter or vary the covenants (including the creation of new covenants) to be attached to conveyances of other lots in the same subdivision as the Lands.

55. And the said Transferee 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 them.