

SCHEDULE OF RESTRICTIONS

1. The following restrictions shall apply to the lot:

(a) There shall not be erected or maintained on any of the Lots any dwelling house which contains less than 1200 square feet of habitable floor area on the main floor of the dwelling house, not including the floor area of any basement of such dwelling house or garage;

(b) The Lots shall not be used for the accumulation or storage of any type of scrap, debris, salvage materials and, without limiting the generality of the foregoing, motor vehicles or parts of the same;

(c) No mobile home, trailer, manufactured home or modular home shall be installed on any of the Lots and this restriction shall apply, notwithstanding that the said mobile home, trailer, manufactured home or modular home is on a foundation or whether or not the wheels thereof have been removed;

(d) No prefabricated home shall be installed on any of the Lots;

(e) No dwelling or building shall be constructed on any of the Lots unless the exterior of the same to do with landscaping and any paved or concrete driveway is completed within 18 months of the date of issuance of the Building Permit for the dwelling house. The exterior must be painted or a finished surface. No exterior shall be left unpainted, unstained or unfinished;

(f) No fencing shall be constructed of chain link or barb wire and shall not exceed 1.5 meters in height. Fences must not restrict the view and must blend in with the country estate atmosphere. No plants or trees included as part of the landscaping shall restrict views from any dwelling house located on a lot;

(g) No dwelling shall be constructed on any Lot with a roof or siding finished in metal;

(h) The owner or occupier of any Lot shall cause, commit, suffer or authorize to remove any act of nuisance to originate or emanate from his or her lot;

(i) No commercial vehicles including logging trucks shall be stored on a Lot.

(j) The restrictions herein contained shall not be deemed to be exclusive either of the requirements of the applicable provincial or municipality authorities or of the obligations or liabilities imposed by statute or law or equity on the owners or occupiers of a Lot, all of which shall be observed and complied with;

(k) Invalidation of any of these restrictions or provisos, or any part thereof, by Judgment or Court Order shall in no way affect any of the restrictions herein set forth not invalidated by such Order or Judgment and any restrictions not so invalidated shall remain in full force and effect.

(l) Neither the Developer nor any of its agents, directors, employees or nominees shall be liable for any or all loss, costs, liabilities, claims, damages or injury to any person arising out of:

- a) non-compliance with or non-fulfillment of any of the restrictions herein contained;
- b) a failure to enforce any of the provisions herein contained

(m) The owner of any of the Lots acknowledge that adherence to this building scheme and the approved plans and specifications is in the best interest of all of the Lots and the owners thereof and that damages would not be an adequate remedy in the event of default or non-compliance in relation to the same. Accordingly, the owner of each of the Lots acknowledges that the Developer or its nominee or the owners of any other Lots may, upon any such default or non-compliance restrain the furtherance of any such default or non-compliance and require the compliance of any such owner in relation to this building scheme by way of application to a Court of competent jurisdiction for an ex-parte injunction prohibiting the continuance of any such construction, default or non-compliance and/or requiring the alteration of any building or structure to comply with this building scheme and the approved plans and specifications. The owner of the Lot shall be responsible for any costs necessary to remedy any violation of the restrictions herein contained or the non-compliance with the approved plans and specifications;

END OF DOCUMENT