

1. The lands to which these restrictions apply (hereinafter called the "Lands") consist of the specified parcel.

2. No building shall be erected on the said Lands other than a detached private dwelling house which conforms to "R1" Residential Zoning with or without an appropriate garage appurtenant thereto.

3. No dwelling house shall be erected or shall stand upon the Lands or any part hereof which shall have a ground floor area of not less than the following number of square feet :

Bungalow or other one storey dwelling 1400 sq. ft.

Two Storey 1800 sq. ft.

of which in either case not more than 800 square feet of which may be calculated as being garage or utility area.

4. The design and plan of the said dwelling house, its location and elevation upon the lot, the color of all roofs, and exterior siding and trim and all exterior masonry must be approved in writing by the transferor before the transferees can commence construction.

5. Any dwelling house or other structure erected on any building lot shall be constructed by a professional builder in a proper and workmanlike manner and in accordance with plans, specifications and site location approved by Transferor in writing and no building, fence, babybarn or other erection shall be constructed or placed on the described Lands otherwise than in conformity with such plan specifications and siting plan.

6. The Transferees shall comply with all federal, provincial and municipal laws, regulations, by-laws and zoning requirements in connection with the construction of the said dwelling house.

7. The minimum set back from the street line to the front of the house, the driveway location, and water and sewer service entrance, and surface water drainage pattern shall be approved by the transferor.

8. No living tree with a stump diameter greater than four (4) inches shall be cut or removed from the Lands except those standing within the area to be excavated for the erection of the dwelling house or driveway area. The removal of any other tree shall require the written consent of the transferor or its duly authorized agent.

9. All chimneys must be of masonry material unless otherwise approved in writing by the transferor herein.

10. No building waste or other materials of any kind shall be dumped or stored on the land except clean earth for the purpose of levelling in connection with the erection of the said dwelling house thereon or the immediate improvement of the grounds.

11. No vehicle having a gross mass of 4500 kg, or over, nor any vehicle licensed under an "L" or "M" plate designation, nor heavy construction equipment shall be parked or placed on the Lands.

12. No major repairs to any motor vehicles shall be effected save within a wholly enclosed garage.

13. The Transferees hereby covenant and agree to substantially complete in any bona fide manner the landscaping at the front of the premises within 12 months of the date of this instrument.

14. The Lands shall not be subdivided.

15. The survey markers shall not be damaged or removed and if any such stake is damaged or removed by transferees, their contractors, servants, agents, workmen, vehicles, materials or equipment, and in the opinion of the transferor replacement of such stake is necessary, the Transferees will pay the costs of such replacement by a surveyor.

16. Electrical, telephone and cable TV services to the structures on the said Lands shall in all cases be underground services, the cost of which shall be borne by the transferees.

17. No satellite dish with more than 18 inches in diameter, receptacle or any similar device shall be placed on the Lands or erected, attached or affixed to any building located thereon.

18. The Transferees shall not remove or reposition any drainage ditches or swales provided for by engineering plans and such ditches and swales must remain in place and be incorporated in the landscaping of the said lands.

19. The restrictions herein contained are severable and the invalidity or unenforceability of any restrictions shall not effect the validity or enforceability or any other restrictions.

20. 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 shall anything be done or permitted upon any of the Lands or building erected or to be erected thereon which shall be a nuisance to the occupants of any neighbouring lands or buildings.

21. No signs, billboards, notices or other advertising matter of any kind (sole exception being the ordinary signs offering the Lands or buildings thereon 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.

22. No trailer, exceeding 3 meters in length, nor snowmobile, all terrain vehicles, or any similar vehicle shall be parked, stored or placed upon the Lands, unless stored wholly within a building located on the Lands.

23. The covenants, terms, warranties, and conditions contained in this Agreement shall survive the conveyance of the property in question, and shall continue in full force and effect and shall not be deemed to have verged with the conveyance.

24. The Transferor shall have the right from time to time to waive, alter, or modify these conditions in their application to any part of the Lands comprising Subdivisions without notice to the transferees or previous purchasers.

25. Wherever in these restrictions, reference is made to the Transferor or Transferee; it shall include their respective successors in title.