

# GARDEN MEADOWS

## SCHEDULE "B"

### RESTRICTIVE COVENANTS

#### PHASE 4 & 5

SUBJECT to the following stipulations, restrictions and provisions:

1. The lands to which these restrictions shall apply (hereinafter called the "Said Lands") include the lot or lots described in Schedule "A".
2. The said lands or any buildings erected or to be erected thereon are for residential purposes only and shall not be used totally for the purpose of any profession, trade, employment service, manufacturer or business of any description, nor as a school, hospital or other charitable institution, not as a hotel, apartment house, rooming house or place of public resort, nor for a sport (other than such games as are usually played in connection with the occupants of a private residence for the use of one family only to each dwelling unit) nor shall anything be done or permitted upon any of the said lands or building erected or to be erected thereon which shall be a nuisance to the occupants of any neighboring lands or buildings.
3. The Grantee agrees that construction will begin within two years from the date of purchase. If the Grantee decides not to build on the lot purchased, he will notify the Grantor who has the first option to buy the lot back. That the outside construction of the dwelling or building erected on the said lands shall be completed and be of finished quality within one year from the commencement of construction of the said dwelling or building.
4. The Grantee will not permit the condition of the surface of the said lands or any part thereof to be in such condition to be below the standards of landscaping of the surface of lots which is normally found in a first class residential neighborhood. The Grantee shall be responsible for landscaping between the ditch and street line abutting his property. The front and side yards shall be fully landscaped and the rear yard shall be landscaped for at least a distance of twenty (20) feet from the rear of the dwelling. All landscaping of disturbed areas shall be erected through the installation of sods or professional hydro-seed (no hand seeding permitted). The landscaped area must be maintained in a neat fashion with grass cutting to be carried out on a regular basis.
5. No dwelling shall be erected or stand upon the said lands or any part thereof which shall have a ground floor of less than:
  - (i) 1,300 square feet in the case of a one storey dwelling;
  - (ii) 1000 square feet in the case of a dwelling of two storeys or more provided that the total habitable floor area of any dwelling of two storeys or more shall not be less than 1,850 square feet.

The measurements for calculations of the areas referred to in this paragraph number five shall be taken as the outside measurements of the main walls of each dwelling house, excluding garage, veranda, and sunroom.

6. Accessory buildings must be constructed of the same design and exterior finish as the dwelling.
7. No completely outside pre-cast chimneys are permitted. They must be boxed in and sided to match exterior cladding.

8. No fence shall be erected or maintained on the said lands or any part thereof, other than an ornamental wire, iron or wooden fence of open construction, with or without brick or stone foundation, unless approved in writing by the Grantor and no such fence shall be higher than four feet, or be situated within twenty feet of the street line in front of the lot on which said fence is erected or within ten feet of any other street line. If fencing is for the purpose of enclosure of a swimming pool, municipal laws shall apply.
9. No building or other structure shall be commenced, constructed or maintained on the lot herein conveyed nor shall any addition to or alteration thereof be made until the plans and specifications showing the nature, location, materials, and height of each structure shall have been submitted to and approved in writing by Kel-Greg Enterprises Limited, its successors or assigns, or its or their agent.
10. No mobile home, trailer, or recreations vehicles will be kept on the said lands for purpose of living, sleeping or eating accommodations.
11. No horse, cattle, hogs, sheep, poultry or other stock or animals other than household pets normally permitted in private homes in urban residential areas, shall be kept upon the said lands. No breeding of pets for sale shall be carried on upon the said lands. Any household pets owned by the Grantee shall be controlled so as not to create a nuisance or interfere with the use and enjoyment of adjoining or nearby properties. On breach of the covenant, the Grantor shall have the right to require the removal of the pet from the property.
12. No major repairs to any motor vehicle, boat or trailer shall be effected on the lands except within a wholly-enclosed garage. Wrecked cars are prohibited from being in the sub-division and must be removed within ten days from a request to do so by the Grantor.
13. No trees shall be cut within fifteen feet of the lots rear line without the written consent of the Grantor.
14. All driveway culverts shall have pre-cast concrete side walls.
15. No signs, billboards, placards, notices or other advertising matter of any kind (except the ordinary signs offering the lot or buildings thereon for sale or rent) shall be placed on any part of the lot or on any building, or on any fence, tree or other structure on the lot.
16. No refuse, building waste, car bodies or other obnoxious material of any kind shall be dumped or stored on the lot. Excavating or dumping of suitable material on a lot will be permitted only if done in connection with construction of the residential building, landscaping, grading, or other improvements on that particular lot. The Grantee agrees to remove all surplus materials from the lot(s) within a reasonable length of time after completion of any construction, landscaping or grading.
17. No house garbage shall be placed outside of any dwelling unless kept in a garbage enclosure specially constructed for that purpose.
18. No satellite dish or other external electronic receiving equipment, greater than 18" in diameter, shall be permitted on the property.
19. Contraventions shall not affect the validity or enforceability of any other restrictions. The Grantor is not responsible for the enforcement of compliance with these covenants, however in the event that the Grantor chooses to enforce compliance with the covenants, the party at fault shall be responsible to the Grantor for all costs, to enforce compliance with the terms of these covenants, including all claims, damages, costs or expenses resulting there from, including legal fees on a solicitor-client basis.

20. It is understood and agreed that if the Grantee does not complete this agreement in accordance with the terms thereof the Grantee will forfeit the deposit in addition to any other claims which the Grantor may have against the Grantee for the Grantee's failure to so complete.
21. Provided always that notwithstanding anything herein contained, the Grantor and its successors shall have power by instrument or instruments in writing from time to time to waive, alter or modify the above covenants and restrictions in their application to any lot or lots or to any part thereof comprising part of the said lands without notice to the owner of any other lot on the said lands.
22. "Grantor" means Kel-Greg Enterprises Limited.

"Grantee" means the grantee and successors in title.

Updated: November 2012