



## SCHEDULE **H**

### RESTRICTIONS

The burden of each of the covenants hereinafter set out shall run with each and every lot on Plan 3M-259. The Purchaser covenants with the Vendor, and the owner of such development and their successors and assigns, that the Purchaser and the Purchaser's successors in title from time to time of all or any part or parts of the said lands, will observe and comply with the stipulations, restrictions, provisions and covenants set forth below, namely:

1. Owners shall not change or replace any exterior finishes of the dwellings or make any change, addition, modification or alteration except in the case of any required maintenance, repair or replacement of any such exterior finishes, but the Owners in doing so shall not use any building materials which are not the same or as close as possible to the as-constructed materials of dwellings with regard to quality, colour, shape, size and texture and without limiting the foregoing, in order to maintain the uniformity of appearance and structural integrity of dwellings, the foregoing shall extend to ensuring that all architectural features of dwellings in the development, including roof shingles, exterior surfaces of doors which provide access to dwellings or garages, exterior door frames, exterior window frames and all exterior window surfaces utilize consistent materials, features and finishes. Without limiting the foregoing, any sheds or ancillary structures for storage must match and use the same materials in type and colour as the main house (I.e. same colour shingles, same type and colour of siding, roof pitch, etc.). No shed kits or prebuilt retail sheds shall be allowed. No stone, plastic exterior garden statues or ornamental fountains shall be allowed on the lot.
2. No motor vehicle, including without limitation a boat, snowmobile, camper van, trailer (including trailer with living, sleeping or eating accommodation), or any other vehicle, other than an automobile or motorcycle, shall be parked, placed, located, kept or maintained upon the subject lands or any part thereof unless concealed in a wholly enclosed garage. Without limiting the foregoing, no oversized commercial trucks or vehicles shall be parked in the driveway or on the property in open view but shall be kept only within a fully enclosed garage.
3. No repairs to any automobile or to any other vehicle or equipment shall be carried out on the subject lands and no automobile or any other vehicle or equipment that is undergoing repairs of any nature or not capable of operation shall be parked or located upon the subject lands or any part thereof, unless concealed in a wholly enclosed garage.
4. No metal or other awning or device for the purpose of providing shade may be attached to any dwelling or building.
5. No antennae, either television or radio transmitter or receiver, or other communications devices, shall be erected on any building, structure or lot as long as there is a commercial cable service available, except that one satellite dish per lot may be installed provided that the satellite dish shall not exceed 22" in diameter.
6. No clothes lines or similar apparatus for the hanging of clothes shall be installed or used within any lot.
7. No perimeter fencing of any kind whatsoever shall be permitted to be used on or within a lot, unless such fencing has been approved by the developer.



8. No owner(s) shall, without the prior written authority of the Municipality (which may be arbitrarily withheld), interfere with or alter any above or below ground drainage, catch basin or storm water management system or lead, or obstruct the natural flow of water, or obstruct the drainage as designed and engineered to a lot. No owner shall alter the grading or change the elevation or contour of a lot except in accordance with drainage and grading plans approved by the municipal public works department. No owner shall alter the overall drainage patterns of the lot water drainage upon the lot or to and from adjoining lands, and each owner agrees to grant and shall not refuse to grant such easements as may be required from time to time by the owner of adjoining lands for drainage purposes.
9. No alteration of the grading or drainage pattern of the Lands or any part thereof shall be made and no construction or installation of any shrubbery, fences, gates, pools, patios, sheds or similar structures shall be made prior to the final grading approval of the Municipality without the developer's consent. The Owner shall not fail to repair minor settlement of the lands, or to care for sod, shrubs and other landscaping, if any, provided by the developer, its contractors and subcontractors, or to replace any of it that dies from time to time.
10. Notwithstanding anything contained herein, the developer, or its successors and assigns, shall have the right, by instrument in writing, from time to time to waive, alter or modify the covenants, provisions and restrictions contained herein with respect to all or any part of the lands hereinbefore described, without notice to, or the consent of any Transferee or owner.
11. The owner shall not breach any provision contained in any development agreement as it relates to the subject property, the buildings constructed thereon, or the grading with respect thereto.
12. Each of these covenants and restrictions shall be deemed independent and severable in whole or in part and the invalidity or unenforceability of any one covenant or restriction or any portion thereof shall not affect the validity or enforceability of any other covenant or restriction or remaining portion thereof.
13. The owner shall keep its property in a neat and tidy manner. The lawn of the property and the municipal boulevard, is to be kept at a grass height of no longer than three (3) inches in height, and free from weeds, with the exception of a reasonable amount of dandelions being allowed. Any refuse that may be present from the effort of wind, or acts of god shall be removed in a timely and orderly fashion. If the owner landscapes its property, those improvements must be maintained in a reasonable and presentable manner.
14. The burden of these covenants and restrictions shall run with all lots and the benefit of these covenants and restrictions may be annexed to and run with the lands of the developer or its affiliated or related companies on the date of registration of the restrictions. All owners, their respective successors and assigns, In title, from time to time of lots, shall keep, observe, perform and comply with the stipulations, provisions and covenants set forth herein. These covenants and restrictions shall expire twenty(20) years following the date that they are registered on title.