



SCHEDULE "B"

PROTECTIVE RESTRICTIONS ON RESIDENTIAL LANDS

1. In these restrictions the following words and expressions shall have the following meanings:

DEFINITIONS

VENDOR

(a) "VENDOR" means the vendor, seller, grantor, transferor or lessor named in the annexed document, and includes the successors and assigns of the Vendor;

PURCHASER

(b) "PURCHASER" herein means the purchaser, buyer, grantee, transferee or lessee named in the annexed documents, and includes the heirs, executors, administrators, successors and assigns of the Purchaser;

BUILDING

(c) "BUILDING" shall mean a single family residential dwelling, which dwelling is to be used and occupied only as an adult residence.

LOT

(d) "LOT" shall mean the land on which a building has been or will be constructed as conveyed to the individual purchasers.

**PLAN OF
SUBDIVISION**

(e) "PLAN OF SUBDIVISION" shall be the Draft Plan of Subdivision attached hereto as schedule "A".

DRAINAGE SWALES

**GRADING &
ACCESS**

2. Drainage swales may be constructed and maintained along the side and rear lot lines to provide surface water run-off in accordance with the said drainage plan and each Lot shall be graded so that the surface of same slopes from the Building to the lot lines. There shall be designated on the plans for the Building the grade levels and the direction of drainage for each Lot to provide for surface water run-off in accordance with the said drainage plan. The Purchaser hereby agrees not to alter the grading of the Lot and further agrees to provide to the Vendor or its agents the necessary free access required for the purpose of constructing, installing, inspecting, maintaining, repairing and renewing the said drainage swales, grade levels and all problems created by drainage.

**MUNICIPAL
AGREEMENT**

3. The Purchaser hereby agrees to comply with the terms of any municipal agreements including without limitation subdivision agreements.

**VENDOR'S
APPROVAL OF
the ALTERATIONS**

4. Before commencing any additions or alterations to the exterior of the Building, Purchaser shall obtain the Vendor's approval in writing to the plans, including drainage plan, plot plan, location and exterior colour scheme of any such additions or alterations, and that such additions and alterations are to be made in strict conformity with such plans, location and exterior colour scheme as approved.

PURCHASER _____ VENDOR _____

USE OF BUILDING 5. The Building to be erected on the Lot shall be used and occupied only as an adult residence, without children, and for no more than two permanent occupants. The Vendor reserves the right to allow a third occupant to the home for purposes of homecare or any family member who needs care due to a physical or mental incapacity. The Building to be erected on the Lot shall not be used for the purpose of any profession, trade, employment, or business of any description, nor as a school, hospital or other charitable institution, nor as a hotel, apartment house, duplex, rooming house or place of public resort, nor for any sport or game other than such games as are customarily played in connection with the occupation of a private residence as herinbefore provided, nor shall anything be done on the Lot or in any building thereon which may be an annoyance or nuisance to the occupiers of neighbouring lands.

OUTSIDE PARKING 6. No vehicle (including but not limited to commercial trucks, trailers, boats, snowmobiles and recreational vehicles) of any kind shall be parked or stored on the said lot outside of the dwelling other than automobiles used in connection with private residences.

ANIMALS 7. No animals, fish or fowl of any kind may be kept or maintained on the Lot, other than household pets normally permitted in private homes in urban residential areas. There shall be no commercial breeding of such animals, fish or fowl.

ERECTION OF OTHER 8. No structures, storage sheds, fences, antennae or T.V. satellite dishes, other than the Building to be erected thereon as provided herein, shall be erected on the Lot unless the location, design and materials have been approved in writing by the Vendor.

SIGNS 9. No signs, billboards, notices or advertising matter of any kind, except for real estate "for sale" signs, shall be placed upon the Lot, except with the prior consent of the Vendor, and provided that the same are not in violation of the municipal sign by-law or any other applicable authority.

WASTE MATERIAL, ETC. 10. No building waste, debris or garbage or other material of any kind shall be dumped or stored on the Lot.

TREES 11. No living trees or landscaping required by the municipal agreement shall be cut down or removed without the consent in writing of the Vendor.

HOME OWNERS ASSOCIATION 12. (a) The Purchaser hereby covenants and agrees at the request of the Vendor to be a member in good standing of the Home Owners Association and agrees at all times to pay such reasonable fees, dues, levies and special assessments as are imposed from time to time by the said association for the purpose of carrying out its objects and acknowledges that membership in the Home Owners Association is mandatory at the Vendor's request;

(b) The Purchaser as a member of the Home Owners Association covenants and agrees to cause the association, if applicable, to carry out and perform all the terms and conditions and provisions of any agreement with the municipality with respect to the maintenance of parklands including walkways owned by the municipality;

(c) The Purchaser covenants and agrees as a member of the Home Owners Association to cause the association to maintain, repair and operate at its own expense the Community Centre facilities constructed or to be constructed.

PURCHASER _____ VENDOR _____

- (d) The Purchaser acknowledges that there is no obligation whatsoever on the part of the municipality to maintain or repair or do any act or thing whatsoever with respect to the parklands and Community Centre facilities and the Purchaser acknowledges, covenants and agrees that any entry by the Purchaser on the parklands so as to maintain the said parklands or use the same shall be deemed to be with the licence of a pursuant to a lease with the municipality to the intent that the Purchaser shall not acquire title to the parklands by possession or prescription;
- (e) The Purchaser further acknowledges that the commencement of the construction of the Community Centre facilities shall be determined in the sole discretion of the Vendor;
- (f) The Purchaser further agrees to execute the Deed and covenants contained herein; and
- (g) The Purchaser agrees to be bound and to comply with any rules and regulations which may be imposed from time to time by the Home Owners Association.

ASSIGNABILITY

13. That any of the rights and benefits of the Vendor contained in this Schedule "B" may be assigned by the Vendor including to the Home Owners Association and upon such assignment, the assignee shall assume all the rights and benefits of the Vendor and, without limiting the foregoing, to and including the enforcement of the restrictions contained herein, the issuance of any certificate of compliance to date with respect to these restrictions and upon such assignment and assumption, Vendor shall be released from all obligations hereunder.

VARIATION OF RESTRICTIONS

14. The Vendor may agree to vary, alter, amend or remove any of the foregoing conditions in respect of these or any other lands on the Plan of Subdivision without notice to or consent of the Purchaser or the owner of any other land to which the foregoing conditions may apply so long as such variation, alteration, amendment or removal is not, in the opinion of the Vendor, a substantial deviation from the general nature of the foregoing conditions.

DURATION

15. These restrictions shall run with the lot and be in force for a period of forty (40) years from March 1, 1995.

COVENANTS TO RUN WITH THE LANDS

16. To the intent that the burden of the covenants and agreements of the Purchaser may run with the Premises (until the 1st day of March, 2035) the Purchaser **HEREBY COVENANTS AND AGREES** to observe and comply with the stipulations, restrictions and provisions set forth in these restrictions and that nothing shall ever be erected, placed or done upon the lands as to which they respectively covenant, in breach or violation or contrary to the fair intent and meaning of the said stipulations, restrictions and provisions and to exact covenants the same as those contained herein from the Purchaser in any conveyance which the Purchaser may make of the Premises.

17. If the Purchaser should lease or part with possession of the Lot, Building or any part thereof, the Purchaser shall require the tenant or occupant to execute and deliver the form of lease (if any) that has been approved by the Home Owners Association and enforce the terms thereof.

PURCHASER _____ VENDOR _____

REZONING

18. The Purchaser hereby acknowledges receipt of notice from the Vendor that the Vendor may apply for rezoning, official plan amendments or land divisions respecting other lands included in the Plan of Subdivision or adjacent to the Plan of Subdivision. The Purchaser agrees to consent to any and all such applications and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such applications. The Purchaser covenants to include the provisions of this paragraph in any conveyance, mortgage or disposition of all or any of the Lot.

SUCCESSORS

19. The Purchaser for itself, its successors and assigns, covenants and agrees that in the event that it shall transfer or dispose of the whole or any part of the Lot, it shall exact from any purchaser or assignee a covenant to comply with all the covenants herein contained including this requirement to exact this same covenant from any subsequent purchaser or assignee.

SEVERABILITY

20. If for any reason whatsoever any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

- (a) is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof; and
- (b) continues to be applicable to and enforceable to the fullest extent permitted by law against any party and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

The foregoing protective restrictions shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Purchaser.

PROVIDED that in construing these presents the words "Vendor" and "Purchaser" and the pronouns "he", "his", or "him" relating thereto and used therewith shall be read and construed as "Vendor" or "Vendors", "Purchaser" or "Purchasers", and "he", "she", "it" or "they", "his", "her" or "their" or "him", "her", "it" or "them", respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

DATED at _____

SIGNED, SEALED AND DELIVERED
in the presence of:

IN WITNESS WHEREOF I have hereunto
set my hand and seal

(Witness)

{2. Purchaser No. 1}

(Witness)

{2. Purchaser No. 2}

DATED at _____

SIGNED, SEALED AND DELIVERED
CARNELL COMMUNITIES CORPORATION

Per: _____
Authorized Signing Officer