

Additional Property Identifier(s) and/or Other Information

TRANSFEROR/VENDOR: 153228 CANADA LTD.**TRANSFEREES:****(5) Restrictive Covenants:**

Herein covenant and agree with 153228 CANADA LTD. that the use of the said lands herein described shall be restricted as follows:

1. **BUILDING SIZE:** No building constructed as the main dwelling shall be built to a size of less than 1,200 square feet of interior finished residential use space and no outbuildings or ancillary structures of any kind shall be constructed on the said lot until the said main dwelling has been fully completed unless with written permission of the vendor.
2. **TIME FOR CONSTRUCTION - OCCUPANCY:** Once construction of a dwelling or ancillary building has commenced, the exterior portion of said construction including installation of driveways and other exterior changes to the lot normally completed as part of construction shall be completed within twenty-four (24) months. The purchaser shall not occupy the premises until he has obtained an Occupancy Permit from the vendor. The vendor shall not issue such permit if any of the requirements herein have been violated, or until corrections have been completed. No improvement which has been partially or totally destroyed by fire or otherwise shall be allowed to remain in such state for more than six (6) months from the time of such destruction or damage.
3. **EXTERIOR BUILDING DESIGN:** No building shall be constructed or alteration undertaken without the plans for same including a site plan, exterior elevation and landscaping, and exterior finish and colour, first being approved in writing by the vendor. As a guide to compliance with this restriction plans that provide for exterior finishes in earth tones and muted greens and natural wood or stone exterior materials, will be favourably considered.
4. **PROTECTION OF VISUAL AMENITIES:** Any of the following things, structures or uses that are easily visible from adjoining lots or from Nameless Lake shall not be constructed or maintained on any lot
 - (a) facilities including poles and wires for the transmission of electricity, telephone messages, radio or television signals;
 - (b) dish antenna for television or any other purpose;
 - (c) clothing or other household fabrics hung on a clothes line or other hanging device;
 - (d) stored or accumulated lumber, metals, garbage, bulk materials, refuse, trash or containers for refuse or trash, except building materials during the course of the approved constructions;
 - (e) boat(s), house trailer(s), camping trailer(s), mobile home(s) or similar items;
 - (f) snowmobiles between April 15th and November 15th in any year;
 - (g) inoperative vehicles;
 - (h) fences not constructed of earth tone coloured wood, stone or vegetation;
 - (i) unconcealed structural components of swimming pools, hot tubs, spas or decks.

PROTECTION OF ENVIRONMENT

5. **TOXIC MATERIALS:** No toxic chemical or material shall be allowed to leave the said lot so as to enter Nameless Lake and no detergent except for low or no phosphorous brands shall be used on the said lot.
6. **SEPTIC FIELD BED INSTALLATION:** No septic field bed shall be constructed on the said lot within 100 feet (30 metres) of the high water mark of Nameless Lake.
7. **PROTECTION FROM ZEBRA MUSSELS AND BOAT STORAGE:** No boat or vessel that employs an internal combustion engine or internal combustion engines as a means of propulsion shall at any time be located on or be moved across the said lot at a point nearer than 100 metres from the water's edge of Nameless Lake.
8. **TREES:** In order to establish privacy buffers with adjacent lot owners and also to leave wildlife habitat corridors within the development, no natural vegetation shall be removed within thirty (30) feet of the North and South boundaries of any lot. Further, with the exception of limited removal for the purposes of access to the lake and enhancement of view of Nameless Lake, no natural vegetation will be removed within the area twenty (20) meters from the high water mark of Nameless Lake.
9. **FIRE:** No garbage or other household refuse shall be burned out of doors and no other outdoor burning shall be done unless controlled according to Ministry of Natural Resources' policies and if applicable a permit.
10. **SIGNS, BILLBOARDS, ETC.** No sign or other advertising device of any nature shall be placed upon any lot without the written approval of the vendor except:
 - (a) signs placed by vendor or developer promoting the development and providing information to owners and prospective purchasers;
 - (b) A sign containing the name(s) of the owner(s) of the said lot as provided by the vendor which sign shall thereafter be maintained by the owner.

The burden of the conditions and restrictions of the aforesaid covenants shall run with and bind the lands being Lot _____, Plan 31M-202 and shall be for the benefit of Lot 7, Plan 31M-202.

The restrictive covenants set out herein shall be enforceable by the owner from time to time of any property to which the benefit of such covenant accrues against any party who is the owner of the property to which the burden of the covenant is imposed.

Provided however, in the event the vendor herein sells, transfers, or conveys Lot 7, Plan 31M-202, then in that event the Building Restrictions contained and imposed herein shall apply to the said Lot 7, Plan 31M-202; such application of Building Restriction not being retroactive.