

**Schedule "B"**

**Restrictive Covenants - Lexington Cross  
March 1, 2001**

Being restrictive covenants to Lexington Cross, and more fully described in Schedule "A" attached hereto.

1. Lexington Cross will be rezoned to R-1, restricting the use of the lands to single family dwellings only.
2. In the Restrictive Covenants, unless the context otherwise requires:
  - (a) "Grantor" is Saywood Developments Limited or its authorized agent.
  - (b) "Grantee" means the person, firm or corporation to whom the said lands are conveyed in this Deed, their respective heirs, executors, administrators, successors or assigns.
3. The lands to which these building restrictions shall apply (hereinafter called the "said lands") include the lot described in Schedule "A" hereto annexed and conveyed by this Deed.
4. The Grantor must approve all plans and issue an approval to construct prior to the start of any construction.
5. No dwelling house shall be erected or stand upon the said lands or any part thereof which shall have a ground floor area of less than:
  - (a) 1,850 square feet on the main floor in the case of a one storey dwelling.
  - (b) 1,100 square feet on the main floor in the case of a dwelling of more than one storey but not a full two storeys, provided that the total habitable floor area of the dwelling house above ground shall not be less than 2,000 square feet.
  - (c) 1,100 square feet on the main floor in the case of a dwelling of two storeys or more provided that the total habitable floor area of the dwelling house above ground shall not be less than 2,200 square feet.

The measurements for calculations of the areas referred to in this paragraph shall be taken as the outside measurements of the main walls of each dwelling house, excluding garage, porch, verandah and attic.

  - (d) Any dwelling that is not more than 7.5% over minimum size as set out above must have, at the time of construction, an attached garage as specified in #9.
6. Exterior chimneys on the dwelling house shall consist of either:
  - (a) brick, stone or other masonry products; or
  - (b) a manufactured chimney such as a metal chimney must be enclosed and covered with brick or a siding material identical to the siding on the dwelling.
7. All roofs on the dwelling house shall consist of a minimum pitch of four (4) feet of rise in twelve (12) feet of run (4/12). This provision can be reduced or eliminated if:
  - (a) a professional architect indicates in writing to the "Grantor" that the structure has architectural considerations which warrant a variation of minimum roof pitch of 4/12, and
  - (b) the "Grantor" consents, in writing, to the variation of the minimum roof pitch.
8. Development of the property must begin within one (1) year from purchase date otherwise the "Grantee" is responsible for landscaping the property starting 20 feet in from the property line and continuing through the ditch to the edge of the pavement. The front of the property and ditch must be regularly maintained to a normal residential standard.
9. No structure shall be erected or placed in any way on the said lands other than a detached private family dwelling house. The said lands may have:
  - (a) no garage;
  - (b) a garage attached to the dwelling house designed and finished with the same materials as the dwelling house; or
  - (c) a detached garage, no part of which is located further forward on the property than the front line of the dwelling house, the garage is designed and finished with the same materials as the dwelling house;
  - (d) "garage" as used herein shall include any structure used or to be used for the housing or protection of motor vehicles;
  - (e) one outbuilding, to be less than 150 square feet, may be constructed on the property. Design and construction must be identical to the design and materials of the single dwelling on the property. This outbuilding must be 100 feet or more from the front property line and placed in a manner so it is not obvious from the street or from an adjacent neighbor's property.

10. No dwelling now or hereafter erected on the said lands shall have any of its main walls nearer to the street line than sixty (60) feet.
11. 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, unless approval in writing by the "Grantor" and no such fence shall be higher than five (5) feet. Screens for landscaping purposes may be erected upon written approval by the "Grantor".
12. No living tree greater than five (5) inches at the butt shall be cut or removed from the said lands other than those standing within the area to be excavated for the erection of a building without an overall site development and landscaping plan.
13. Landscaping of property shall include improvements to the ditch area between the property and the asphalt of the street. This improvement shall be, at a minimum, grass planted in the total ditch area and maintained the same as normal lawn maintenance.
14. Driveways shall be maintained throughout the construction stage and driveways must be finished within fifteen (15) months from start of construction of dwelling house. Driveways must be finished with asphalt, concrete, pavers or a layer of crushed stone.
15. No excavations shall be made on the said lands except excavations for the purpose of building at the time of commencement of such buildings or for the improvement of the gardens and ground thereof. No soil, sand or gravel shall be removed from the said lands except with the prior permission of the "Grantor". The "Grantee" shall complete construction within twelve (12) months of commencement of construction and shall complete landscaping within eighteen (18) months after the commencement of construction.
16. No horses, 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 and no breeding of pets shall be carried on upon the said lands.
17. No exterior television aerials or satellite receivers larger than 36" in diameter may be erected or maintained on any part of the said lands. Should satellite receivers which are less than 36" in diameter be installed, the "Grantee" shall install them so that they are not obvious from the street.
18. No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the said lands or buildings thereon for sale) shall be placed on any part of the said lands or in any buildings or on any fence, tree or other structure on the said lands.
19. No boat, motor vehicle, trailer or camper shall be placed, located, kept or maintained between the front line of the dwelling house and the streets for a period of time greater than one week.
20. No truck greater than one ton shall be placed, located, kept or maintained on the said lands.
21. No major repairs to any motor vehicle, boat or trailer shall be effected on the said lands, except within a wholly enclosed garage.
22. All garbage, rubbish and waste material shall be stored in metal or plastic garbage cans or in plastic garbage bags.
23. The lands shall not be subdivided at any time without the express written approval of the "Grantor".

SAYWOOD DEVELOPMENTS LIMITED

"Grantor"	"Grantee"	Date
Date	"Grantee"	Date