

Schedule "C"

**"Wexford" Restrictive Covenants - Lots #53 to 70
Oxford Court
July 1, 2014**

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

1. Wexford subdivision has been rezoned to R-1, restricting the use of the lands to single family dwellings only. No commercial businesses are allowed on the covenanted properties.
2. In the Restrictive Covenants, unless the context otherwise requires:
 - (a) "Grantor" is Saywood & Groves Holdings 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") Lot #53 to Lot #70, Oxford Court, Bible Hill.
4. The "Grantee" must receive written approval of their plans from the "Grantor" prior to commencing construction.
5. The "Grantor" reserves the right to give written approval for reasonable exceptions to the covenants for minor variances that will not materially affect other structures and/or property values while maintaining the spirit of the original covenants.
6. Any home constructed on these lots shall have some masonry product on the front exterior.
7. 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) 1,200 square feet on the main floor in the case of a one storey dwelling.
 - (b) 900 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 1,400 square feet.
 - (c) 768 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 1,400 square feet.
 - (d) 1,100 square feet on the main floor in the case of a split entry or side split provided that the total habitable floor area of the dwelling shall not be less than 1,350 square feet. Split entry style homes must be architecturally enhanced to increase their attractiveness from the street.
 - (e) Any dwelling that is not more than 5% over minimum size as set out above must have, at the time of building, an attached garage as specified in #11.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.
8. Exterior chimneys on the dwelling house shall consist of either:
 - (a) brick, stone or other masonry products; or
 - (b) Metal/manufactured chimneys must be enclosed and covered with brick or a siding material identical to the siding on the dwelling.
9. All roofs on the dwelling house shall consist of a minimum pitch of nine (9) feet of rise in twelve (12) feet of run (9/12). 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 9/12, and
 - (b) the dwelling is 25% larger than minimum size as described in paragraph #7.
- 9a. All roofs must be a dark colour.
10. Development of the property must begin within one (1) year from purchase date otherwise the "Grantee" is responsible for landscaping the property for the first 34 feet from the street property line and to the curb. Grantee must regularly maintain this area to a normal residential standard.
11. No structure shall be erected or placed on the building lot other than a detached private family dwelling with or without a garage and with the potential of one storage shed.
 - (a) Garage is defined herein as a structure used or to be used for the housing or protection of motor vehicles.
 - (b) The garage, attached or detached, must be designed and finished in the same style and with the same building materials as the original home.
 - (c) Properties are not permitted more than one garage (either attached or detached).
 - (e) one storage shed, to be less than 160 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 storage shed must be 90 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 neighbour's property.
12. Set back for structure: No dwelling now or hereafter erected on the said lands shall have any of its main walls closer than 10 meters (32 ft. 10 inches) from the front lot line.
13. Any fence between the front line of the home and the street property line must be lower than 2 ft and be constructed of masonry products, iron or wooden. Fences in the side and rear yards must be below 4 ½ ft in height and be constructed of ornamental iron or wood. Side and rear yard fencing of wood construction may be either open or closed construction. Screens for landscaping purposes and privacy that are in keeping with quality residential standards may be erected upon written approval by the "Grantor".
14. 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.
15. Landscaping of property shall include all areas of the property. This improvement shall be grass maintained in keeping with normal residential standards.
16. Driveways shall be maintained throughout the construction stage and driveways must be finished within eighteen months from start of construction of dwelling house. Driveways must be finished with asphalt, concrete, concrete pavers or similar hard surfaced products.
17. 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 including the hard surfaced driveway.
18. 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 or boarding of pets shall be carried on upon the said lands.
19. No exterior television aerials or satellite receivers larger than 32" in diameter may be erected or maintained on any part of the said lands. Should satellite receivers which are less than 32" in diameter be installed, the "Grantee" shall install them so that they are not obvious from the street.
20. 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.
21. No boat, motor vehicle, trailer or camper shall be placed, located, kept or maintained on the property for a period of time greater than two weeks, unless totally enclosed within a garage.
22. No truck greater than one ton shall be placed, located, kept or maintained on the said lands.
23. No major repairs to any motor vehicle, boat or trailer shall be effected on the said lands, except within a wholly enclosed garage.
24. All garbage, rubbish and waste material shall be stored in metal or plastic garbage cans or in plastic garbage bags.
25. The lands shall not be subdivided at any time without the express written approval of the "Grantor".
26. These covenants outlined in Schedule "C", dated July 1, 2014, shall apply until December 31, 2030.

SAYWOOD & GROVES HOLDINGS LIMITED

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