

SCHEDULE "B"

Westwood Hills Subdivision

COVENANTS

Revised: November 10, 2007

The Grantee covenants and agrees with Westwood Hills Ltd (the "Grantor") to observe and comply with the following restrictions and agreements made in pursuance of a building scheme established by the Grantor. The burden of these covenants shall run with the lands described in Schedule "A" annexed hereto and (hereinafter referred to as the "Lands"), and the benefit of these covenants shall run with each of the lots and with each part of the land now owned by the Grantor as shown on the plan or plans of Westwood Hills Subdivision. These covenants shall be binding upon and enure to the benefit of the heirs, executors, administrators, representatives, successors and assigns of the parties.

1. No building other than a site built or Grantor-approved pre-manufactured detached single family dwelling, with or without attached garage, shall be constructed on the lands. No attached or semi-detached house, duplex or apartment, or any house designed for more than one family shall be erected on the lands, and not more than one detached dwelling with or without attached garage, may be erected on any one lot. An in-law suite shall be permitted in any single family dwelling unit, however, it shall not exceed 30% of the total square footage of the house, and is not to have a separate entrance on the exterior of the building.
2. No building, including detached garages, shall be erected on the lands unless the plans and specifications therefore, and the final working drawings, have been submitted to the Grantor and its approval in writing obtained, which approval shall not be unreasonably withheld and will be subject to the restrictive covenants. Every building shall be constructed in strict accordance with the plans and drawings which have been approved by the Grantor and every building shall be placed on the Lands in a position approved by the Grantor. Construction of the building shall be fully completed within twelve (12) months from the date construction commences.
3. No dwelling shall be constructed on the Lands which shall have any ground floor area less than:
 - a) 1300 square feet in the case of a one storey dwelling, a side split dwelling, or a back split dwelling; Split entry dwellings are **not** permitted.
 - b) 1000 square feet in the case of a dwelling with more than one storey provided that the total habitable floor area of any such dwelling shall not be less than 1600 square feet.

The measurements for calculation of the areas referred to in this paragraph 3, shall be taken as the outside measurements of the main walls of each dwelling, excluding attached garage, porch, veranda. Habitable floor area does not include an attic, a bonus room, a finished or an unfinished basement.

4.
 - a) No fence, gate, wall, post or other structure can be constructed or erected on the Lands unless the plans, specifications and siting plan showing the nature, location, material and height of any proposed structure has been submitted to the Grantor and its approval in writing obtained. No such fence, gate or wall shall be higher than 5 feet or be situated between the front building line and the street line.
 - b) No hedge shall be permitted to exceed 5 feet in height and no hedge shall be situated between the front building line and the street line;
 - c) Notwithstanding the foregoing, any fence that is erected on the Lands for the purposes of screening a swimming pool shall comply with any laws, by-laws or regulations governing or regulating the screening of swimming pools but no such fence shall be higher than 5 feet unless required by any such law, by-law, or regulation.
 - d) No trees shall be removed from the lot within 15 feet of the boundary line of the lot except to accommodate access to the street.
 - e) No lot shall be re-shaped or re-graded to the extent that it will either block or impede the natural flow of water, or swail or cause water to be diverted onto any adjoining lands.
 - f) No wind turbines, exterior aerials, antennas or satellite dishes larger than 24" in diameter may be erected or maintained on the Lot without the prior written consent of the Grantor.
 - g) The minimum setback requirement for the front yard setback for the Westwood Hills Subdivision shall be 75 ft except for stream-front lots which shall have a setback minimum of 50 ft. Any setback variances to the above shall require prior written approval from the Grantor. In addition to the foregoing, no dwelling or structure shall be constructed which shall have any part of the said structure nearer than fifteen (15) feet to another side yard property line.
 - h) Property owners must utilize underground wiring to connect any structure to the electric utility company's power grid except for the temporary service installed for construction purposes.
 - i) Use of vinyl siding is not permitted unless at least 30% of the front of the dwelling is covered with brick or stone.
5. No alteration, addition or change to the structure or exterior appearance of a Dwelling, fence (including hedges), gate, wall, post or other structure shall be made, done or permitted to be done except with the express written approval of the Grantor.
6. No portion of the Lands disturbed by construction shall remain not landscaped for any period beyond twelve (12) months from the completion of the construction of any structure built upon the Lands.

7. No driveway on the Lands shall remain unimproved for any period beyond twelve (12) months from the completion of the construction of the Dwelling. All driveways shall be improved by gravel, stone, asphalt, brick or concrete.

8. No excavation shall be made on the Lands except excavation for the purposes of building on the same at the time of commencement of such building or for the improvement of the gardens and grounds thereof. No soil, sand or gravel shall be removed from the said Lands except with the prior written permission of the Grantor. Excavations will be exposed for a minimum length of time, piles of fill will be protected against erosion and disturbed surfaces will be promptly finished to avoid siltation of any watercourse. All construction techniques shall be so designated and implemented as to prevent siltation or pollution of any watercourse.

9. No building waste or other material of any kind shall be dumped or stored on the said Lands, except clean fill and top soil for the purpose of leveling in connection with the construction or erection of a Dwelling or other structure thereon or the immediate improvement of the grounds.

10. The Grantee also agrees that in the event that any survey pins are lost or removed during construction or otherwise on the lands of the Grantee, the Grantee, at his cost, shall cause a licensed surveyor to replace any such survey pins that may have been removed or lost.

11. a) The Lands and any Dwelling erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, service, manufacture or business of any description, nor as a school, hospital or other charitable institution, nor as a hotel, apartment house, rooming house or place of public resort, nor for any sport (other than such games as are usually played in connection with the occupants of a private residence), nor for any other purpose than a private residence for the use of one family only to each Dwelling except as specified in item one (1.) above, nor shall anything be done or permitted upon any of the Lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighboring lands or buildings.
- b) Notwithstanding the foregoing, until the complete development of the lands by the Grantor, the Grantor or its designate may erect and operate a real estate sales office which shall be constructed in harmony with the subdivision.

12. No signs, billboards, placards, notices or other advertising or informational material of any kind, except signs of the size and type ordinarily employed by real estate agents offering the Lands for sale or rent, shall be placed on the Lands, Dwelling or other structure on the Lands without the express written approval of the Grantor.

13. No major repairs extending past ninety (90) days to any motor vehicle, boat or trailer shall be effected on the Lands, except within a wholly enclosed garage.
14. No boat, motor vehicle, trailer or camper with living, sleeping or eating accommodations shall be placed, located, kept or maintained on the Lands for any period longer than ninety (90) days at one time and in any case for not longer than a total of one hundred and twenty (120) days in any one calendar year.
15. No truck or other vehicle over one ton shall be placed, located, kept or maintained on the Lands.
16. No horses, cattle, hogs, sheep, poultry or other stock or animals or birds 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. No kennels shall be permitted upon the Lands.
17. No approved lot shall be subdivided at any time without approval of the Grantor.
18. It is understood that with the Grantor's approval of plans and specifications, the Grantee will be permitted to install an in-ground or above-ground pool providing that it is tastefully incorporated in the patio deck area.
19. So long as the Lands remain vacant, the Grantee will not permit the surface of the Lands to be in a condition which will interfere with the enjoyment of the adjoining lands. The Grantee agrees that for so long as its lands remain undeveloped, it shall provide minimum maintenance to its lands by periodically cutting the vegetation on its lands and if the Grantee fails to provide this minimum maintenance, the Grantor, after two weeks written notice to the Grantee, may enter upon the Grantee's lands and cut the vegetation and the costs of such shall be paid by the Grantee to the Grantor and the costs constitute a debt due from the Grantee to the Grantor.
20. The Grantor may alter, waive or modify any of the foregoing building and other restrictions and covenants so long as their substantial character is maintained.
21. Where permission or approval of the Grantor is required herein or where the Grantor is given any powers or authority herein, the Grantor shall have the right to name a representative to make any such decision or to exercise such power or authority. If a representative is named the Grantee shall be notified in writing and the decision of the representative shall be effective for the issue in question only. If for any reason the Grantor is unable to continue to fulfill its supervisory and other obligations hereunder, the Grantor will name a permanent representative to act on its behalf and assign its duties to such representative, with full notice to all of those bound by the covenants herein. Any such named representative shall have the right to name a further representative, if required, under similar circumstances.

22. The restrictions and agreements herein contained are severable and the invalidity or unenforceability of any restriction or agreement shall not affect the validity of enforceability of any other restriction or agreement.

23. The Grantee agrees to obtain from any subsequent purchaser or transferee from him a covenant to observe the restrictive covenants and agreements herein set forth including this clause.

24. The Grantee shall become a member of the Westwood Hills Homeowners' Association and abide by rules and regulations which govern the Association, including without limitation the payment of dues and fees for maintenance of common grounds and recreation facilities as determined by the Association from time to time.

Witness

Grantor (Westwood Hills)

Witness

Grantee