

OCEAN POINT ESTATES LTD.

SCHEDULE "C"
RESTRICTIVE COVENANTS FOR OCEANPOINT COASTAL ESTATES

1.0 Definitions and General

1.1 "Grantor" means Ocean Point Estates Limited. Upon the creation of the OceanPoint Residents' Association, Grantor shall mean the Grantor and The Ocean Point Residents' Association together, but upon the sale of all lots within the OceanPoint subdivision, Grantor shall mean The OceanPoint Residents' Association alone.

1.2 "Grantee" means the purchaser of the Lands and successors in title.

1.3 Any cost associated with compliance with these covenants shall be the sole expense of the Grantee.

2.0 Use and Appearance of Property

2.1 The Grantee shall make no use of the Lands other than for a single detached private residential dwelling together with appropriate garages and outbuildings constructed and maintained to the standards contained herein, provided that the Grantor may, at its sole discretion, permit an in-law suite within any single detached private residential dwelling.

2.2 No profession, trade, employment, service, manufacturer, institution, enterprise or business of any description shall be conducted from the Lands, except a home office as may be permitted by municipal zoning by laws in existence from time to time to a maximum of 25% of the area of the dwelling, on the condition that no such home office shall relate to an enterprise that requires more than two parking spaces upon the Lands.

2.3 No animals, fish, or fowl of any kind other than household pets normally permitted in private homes in residential areas shall be kept upon the Lands and no commercial breeding of pets shall be carried out upon the Lands.

2.4 No signs, billboards, notices or other advertising matter of any kind, (except for ordinary signs offering the Lands, or building thereon, for sale or rent) shall be placed on any part of the Lands, or upon or in any buildings, fence, tree, or other structure on the Lands.

2.5 No clotheslines except for small folding or trapeze lines that are not visible from any road or neighboring property shall be placed upon the property.

2.6 No repairs to any boat, motorized conveyance or trailer shall be performed on the Lands unless performed within a wholly enclosed garage.

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2.7 No building waste or other materials of any kind shall be dumped or stored on the Lands except for clean earth, rocks or gravel used for the purpose of leveling, in connection with the erection of the buildings thereon, or the immediate improvement of the grounds. No lawnmower, bicycle, snow blower, ski-doo, jet-ski, or other similar equipment, may be stored on the Lands except in a wholly enclosed garage or outbuilding.

2.8 No Outdoor fuel storage areas shall be visible from either the street or the bay unless they are screened from view with either lattice work or landscaping. This includes, without limitation, oil and propane tanks, fire wood storage, and private electrical generators.

2.9 No trailer or mobile home other than those used for recreational purposes may be parked or stored upon any part of the Lands which is visible from any street and no such vehicle may be occupied whether visible from any street or road or not.

2.10 No recycling (except recycling and composting for domestic use as required by the relevant governmental authorities is to be located within 50 feet of the dwelling on the Lands), incinerator or other refuse burning device shall not be erected or maintained on the Lands without the approval of the Grantor and no such incinerator or device shall be used other than in accordance with the requirements of the relevant governmental authorities.

3.0 Grading and Landscaping

3.1 No construction or excavation may be commenced or continued on the Lands until and unless appropriate sediment and erosion control devices are installed in order to prevent erosion of soil or deleterious materials into any body of water or water course, including the ocean.

3.2 No disturbed areas shall remain un-stabilized after completion of building construction for more than one month, except when such completion occurs during the winter, in which event they shall not remain un-stabilized for more than two months after the start of the spring growing season. All disturbed areas shall be landscaped and landscaping shall be carried out through the use of sod or other permanent ground covers to prevent erosion.

4.0 Dwellings and Other Structures

4.1 No building shall be erected on the Lands except in accordance with the requirements of these Restrictive Covenants and any plans, except where the Grantee has obtained the written consent of the Grantor to deviate from these requirements prior to the commencement of construction.

4.2 No building shall be erected on the Lands other than a detached private residential dwelling and garages or out buildings architecturally similar or complementary to such dwelling.

4.3 No dwelling shall be constructed on the Lands, which has a minimum square footage of habitable area not including garage less than 2000 square feet (if the Lands are an ocean frontage

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property) or 900 square feet per floor, plus basement for a two storey or split entry type building or 1600 square feet for a single story dwelling (if the Lands are not an ocean frontage property).

4.4 No building facade is to be greater than 40 feet horizontally without some elevation relief feature with not less than a two foot projection and no building facade shall have an exterior wall surface unbroken by windows for a distance greater than 20 feet horizontally.

4.5 All exterior posts shall have a minimum finished outside dimension of 5½” across and should be finished to match or complement the adjacent structure.

4.6 No Finish materials for exterior walls shall be used except wood horizontal lap siding with 4” to 6” exposed to the weather, clay brick, concrete brick, stone, concrete (limited to 12” from finished grade), stucco, quality brand name fiber cement siding, or cedar shakes. Aluminum or pressboard siding shall not be permitted. Vinyl siding shall not be permitted without the written consent of the Grantor.

4.7 Concrete foundations must not project greater than 12” above finished grade unless finished the same as the remainder of the building façade. (See Section 4.8 below).

4.8 No area between the underside of decks, patios, porches, verandas, etc. more than one foot above finished grade but not more than 6 feet above finished grade, shall be permitted which is not enclosed with siding, trellis, or semi solid building materials. Closure shall be installed no more than 2 feet back from the leading edge of the structure. The edge of the underside of the decks located above finished grade must be finished with a fascia covering.

4.9 No more than 12 calendar months shall be permitted to pass by the Grantee between the start of construction of any structure on the Lands and completion of the exterior of the structure and any surrounding landscaping.

4.10 No out buildings, including detached garages, storage sheds, boathouses, gazebos and fences shall be permitted unless they are architecturally similar to or compatible with and complement the dwelling on the Lands.

4.11 No windows except for specialty windows (arches, triangle accent, round, etc.), window proportions shall be in size of at least 2:1 height to width. Windows required to be wider shall be broken into multiple window sections until the desired slenderness ration is achieved.

4.12 No main entry doors shall be permitted without weather protection in the form of a porch, awning or similar type of overhead structure.

4.13 Roof areas are to be sloped to a minimum slope of 6:12 (vertical to horizontal), of a pitched gable, pitched simple gable or hip design, unless the Grantor consents in writing to any exception and which exception may include a flat roof design for an acceptable portion of the building to accommodate an oceanfront deck.

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4.14 No roofing materials shall be used except for asphalt shingles, tile, composite shingles, wood shingles, slate shingles, or non-glare metal roofing.

4.15 No mechanical roof vents are permitted. All vents of any description are to be the same colour as the surrounding materials.

4.16 No bubble shaped skylights shall be permitted. Skylights are to be placed as close to the roof surface as possible.

4.17 No metal chimneys are permitted unless they are to be boxed in (to within six inches of the top of the chimney) using stone, brick or the same exterior finish material used on the related structure. All boxed in chimneys are to have at least one cross sectional dimension of the box the same magnitude as the height of the box above the roof plane.

4.18 No construction shall be undertaken on the lot unless the plans of the exterior appearance and building siting have been approved by the Grantor.

4.19 No dwelling which has not been designed to suit the lands shall be approved by the Grantor. The Grantee must conduct a topographical survey of the area where the dwelling will be placed, and the results of the survey must be acceptable to the Grantor. The Grantee must ensure that the dwelling is designed by an architect or a qualified house designer.

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5.0 Property Maintenance

5.1 The Grantee shall not permit any damage to survey stakes or markers or to any municipal services installed by on behalf of the Grantor. To the extent that the Grantee has caused or permitted to be caused any such damage, including where such damage has been caused by any servant, invitee, or agent of the Grantee such damage must be promptly repaired. If the Grantee fails to complete such repairs within a reasonable time upon receipt of notice from the Grantor the Grantor may repair the same and recover from the Grantee all costs incurred in the repair of the said damage, including all legal and other professional costs.

5.2 The Grantor shall not permit any mud, gravel, or any other material, including construction debris, to be deposited on the roadway or outside the boundaries of the Lands by the Grantee or by any servant, invitee, or agent of the Grantee. Any such material shall be removed by the Grantee within 24 hours of receipt of request to so from the Grantor and if it is not so removed, then the Grantor may cause the material to be removed and recover the cost thereof from the Grantee, including all legal and other professional costs.

5.3 The Grantee shall not permit the premises to become unsightly. To prevent this:

1. The Grantee shall maintain a neat and attractive standard of landscaping upon the Lands including, without limitation, grading, ground covering, cutting and weed control, fences, walls, terraces, walks, and driveways.
2. The Grantee shall maintain the exterior of all buildings in a state of good repair including, without limitation, masonry, exterior lighting, painting and finishes, wood work, grills and trellises, walls, gates, and fences. All landscaped areas and all exterior building components shall be maintained in a neat and attractive manner at all times.

5.4 The Grantee will not permit obstructions and debris to enter ditches, major drains, and watercourses within or abutting the Lands and shall remove any such material as necessary to permit the free and unobstructed flow of water therein in a manner which will not cause water backup and flooding, nor erosion and carrying of sediment into any water course.

5.5 No application of chemical herbicides or pesticides shall be applied to the lands except for the limited use of fertilizer for landscape purposes.

6.0 Electrical and Communications

6.1 No communication towers, TV aerials and satellite dishes greater than one meter in diameter shall be located on the property.

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- 6.2 No electrical and communication wiring on the Oceanfront lots shall be above ground.
- 6.3 The Grantor may install either underground or aboveground wiring on the non-oceanfront lots.
- 6.4 The Grantee shall have a lantern type outdoor light erected near the driveway entrance to illuminate the civic number of the Lands.
- 6.5 Exterior lighting shall be discreet and shall not impose any light on adjacent properties or affect the view of the night sky, beyond the effects of normal residential lighting.

7.0 Driveways and Walkways

- 7.1 There shall not be more than one access driveway to the Lands.
- 7.2 Fencing and walls are allowed to provide privacy, windbreaks and screens for service yards, define outdoor living areas, etc., but fencing may not be used if its primary purpose is to define property boundaries. Fences or walls shall not exceed 4 feet in height except with the written consent of the Grantor where greater height is necessary address privacy or windbreak issues but in no circumstance will the height exceed a eight feet. Fencing and walls shall be masonry, wood, or wrought iron.

8.0 General

- 8.1 Notwithstanding anything herein contained, the Grantor shall have the power, by instrument or instruments in writing from time to time, to waive, alter, or modify these covenants in their application to the Lands or any part thereof without notice having to be given to the owner of any other lot in the Ocean Point Estates subdivision so long as it does not alter the overall quality and intent of the subdivision.
- 8.2 The Grantor will consider approving aesthetically attractive building or landscaping proposals which are not totally compliant with these covenants where, in the Grantor’s opinion, the overall quality of the subdivision and intent of the covenants are not compromised. The Grantee must have the written approval of the Grantor prior to proceeding with any such non-compliant proposal.
- 8.3 The invalidity or unenforceability of any one covenant shall not affect the validity or enforceability of any other covenant. The Grantor may amend these covenants where the amendment is for clarification purposes and does not alter the intent.
- 8.4 Where the consent of the Grantor is required, it will not be unreasonably withheld.

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