

SCHEDULE "E"

RESTRICTIVE COVENANTS

West Hills Development, Fredericton, NB

The lands and premises described in the *Purchase and Sale Agreement* attached hereto (the "Property") and conveyed hereby are subject to the following stipulations, restrictions, and provisions for the benefit of all owners, their heirs, executors, administrators and successors in title (herein called the "Grantee" or "Grantees") in the West Hills development community:

1. NO house, fence, wall, swimming pool, drainage structure, or any other type structure (an "Undertaking") shall be commenced, constructed, or maintained on the Property unless the plans and specifications showing the nature, location (including all distances to property lines), colour, materials etc. of any such Undertaking have been first submitted to and approved in writing by Hill Bros. Realty & Investments Ltd. (the "Grantor"). The Grantor may at its sole discretion refuse to approve any such Undertaking which in its opinion is unsuitable or undesirable. In approving such submissions the Grantor shall take into consideration the material and colour of all roofs, exterior walls, exterior millwork, windows, hardware, lighting fixtures, landscaping details (including driveway finish), and the harmony thereof with the surroundings and the effect of the structures as planned on the outlook or view from adjacent properties.
2. NO building shall be erected on any Property other than a single-family dwelling. All dwellings shall be erected with an attached garage. All dwellings shall have a minimum ground floor living area as follows:

| | |
|-----------------------|---------------|
| One-Storey | 1,500 Sq. Ft. |
| One & One Half-Storey | 1,200 Sq. Ft. |
| Two-Storey | 1,000 Sq. Ft. |

The Grantor is seeking home styles that are traditional in design with above average detail, craftsmanship, and energy efficiency.

3. Front yard setbacks shall be **9.0 metres** minimum.
4. NO temporary buildings of any kind shall be erected on the Property other than sheds or workshops required or used in the erection of permanent buildings which have been approved by the Grantor. Upon completion of the permanent buildings such sheds and workshops shall be removed immediately.
5. NO fence shall be erected of any kind on the Property without the written approval of the Grantor. In the event a swimming pool is built, a fence may be erected with a height no greater than as required by any applicable code or municipal by-law.
6. NO signs, billboards, notices, or other advertising matter of any kind (except signs of the size and type ordinarily employed by real estate brokers, offering the Property for sale or rent) shall be placed on the Property or any building, fence, tree, or other structure on the Property without the prior written consent of the Grantor.
7. NO in-situ soil shall be removed from the Property without the prior written consent of the Grantor. No building waste material of any kind shall be dumped, buried, or stored on the Property except clean soil for the purpose of filling or grading in connection with the erection of a building or the immediate improvement of the Property.
8. NO commercial vehicle of any kind larger than a $\frac{3}{4}$ ton truck shall be kept or stored on the Property or any public street within the subdivision without the prior written consent of the Grantor. Such vehicles may be temporarily parked for a maximum of one (1) week.
9. NO trailer, boat, snowmobile, or any other recreational vehicle shall be kept, stored, or parked on the Property for more than one (1) week unless in a wholly enclosed garage.
10. NO erections, including but not limited to, exterior communication aerial towers, receivers, transmitters, or dishes in excess of 750mm (30 inches) diameter, or above grade storage tanks on the Property without the prior written consent of the Grantor.
11. All electrical and communication lines to all dwellings shall be underground and at the expense of the Grantee. Communication conduits are stubbed off at rear of each lot. Electrical wiring may be direct bury or conduit encased. It shall be the Grantee's responsibility to ensure that the legal surveyor ties in the house meter and NB Power transformer location to show an approximate location of buried electrical service on the Surveyor's Real Property Report. A copy of the Surveyor's Real Property Report shall be provided to the Grantor within twelve (12) months from the start of construction.

12. West Hills is an environmentally responsible subdivision. All homes shall be EnerGuide rated as a minimum standard. Upon registration and/or certification the Grantee shall provide to the Grantor a copy of the home registration certificate.
13. The Property shall be kept clean, sanitary, free from refuse, debris, and fire hazardous material, and contain no unsightly storage of miscellaneous materials at all times. Nothing shall be done or permitted upon any Property that creates a nuisance to adjacent or neighbouring properties.
14. The Grantee hereby agrees to consent to any future land development or construction of any buildings as permitted by a development agreement between the City of Fredericton and Hill Bros. Realty & Investments Ltd. registered in the York County Registry office in Fredericton, NB as Number 1370 on February 14, 2002 and referred to as municipal By-Law No. Z-2.269.
15. Front yard (and side yard in the case of corner lots) landscaping shall extend to the street curb including each side of any intervening sidewalk and shall thereafter be maintained by the Grantee.
16. The Grantor may at its sole and absolute discretion, and without the consent of the Grantee, alter, waive, or modify any of the foregoing building and other restrictions so long as their substantial character is maintained.
17. The restriction herein contained are severable and the invalidity or unenforceability of any restriction shall not affect the validity or enforceability of any other restrictions.
18. It is the intent that the burden of these covenants shall run with the Property in perpetuity.
19. Wherever in these restrictions reference is made to the Grantee, it shall include their heirs, executors, administrators, and successors in title.
20. All buildings, structures, walls, driveways, and landscaping placed or maintained on the Property shall at all times be maintained in good condition and repair, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees, and shrubbery, the appropriate external care of all buildings in a manner consistent with proper property management. All Property whether occupied or unoccupied shall be maintained in this manner. The Grantor, at its sole discretion, may determine whether or not visible portions of the Property are kept in an orderly condition so as not to detract from the neat appearance of the development.
21. The Grantee covenants and agrees to substantially complete, in a *bona fide* manner, the erection of a dwelling house and all Property development including but not limited to landscaping and driveway construction in accordance with the restrictions contained herein within twenty two (22) months from the date of the *Purchase and Sale Agreement* failing which, the Grantor, at its sole discretion, may repurchase the Property, free of all encumbrances, for a price equivalent to that described in the *Purchase and Sale Agreement*.
22. Natural Gas shall be used for all domestic water heating and natural gas central heating system either as the primary fuel or a backup fuel to a heat pump as a requirement for construction of the home.
23. Compliance by the Grantee - The Grantee shall comply with the restrictions and covenants set forth herein. The Grantee hereby submits to the jurisdiction of the Grantor to determine the proper interpretation and effect of the restrictions and covenants contained herein and the determination of the Grantor with respect thereto is final and conclusive. In the event of non-compliance as determined by the Grantor, the Grantee shall be notified in writing and given thirty (30) days to comply. Failure to do so may result in a fine up to \$25.00 per day per breach or failure until such breach or failure complies with the restrictions and covenants contained herein as determined by the Grantor.

Enforcement - Failure of the Grantee to comply with the restrictions and covenants contained herein shall constitute grounds for action which may include an action in damages or for injunctive relief, or any combination thereof, and including costs and legal fees. In addition to the enforcement powers set forth above, the Grantor may take such emergency enforcement action to enforce restrictions and covenants herein where such action is necessary to protect the health and welfare of persons as it deems necessary to abate or remedy the condition or violation, including the right to enter upon the Property on which such condition or violation exists, and the Grantor, its successors and assigns, and its authorized agents shall not thereby become liable in any manner to the Grantee for trespass or in damages.

Dated this _____ day of _____ 20 ____ at Fredericton, New Brunswick, Canada.

Grantee

Grantor

West Hills Golf Club Ltd.