

SUNSET MEADOWS
RESTRICTIVE COVENANTS

It is the intention of **CASEL HOLDINGS** to build an upscale development in harmony with nature, while preserving both wildlife and the natural beauty of the land.

DEFINITIONS 1. In these restrictions the following words and expressions shall have the following meanings:

"VENDOR" means the Vendor, seller, grantor, transferor, or lesser named in the annexed documents, and includes the successors and assigns of the Vendor;

"PURCHASER" herein means the purchaser, buyer, grantee, transferee, or lessee named in the annexed document, and includes the heirs, executors, administrators, successors, and assigns of the Purchaser;

LAND **"LAND"** means the land to be sold, conveyed transferred or leased by the said document described therein.

DURATION 2. These restrictions shall always run with the
VARIATION land.

VALIDITY The invalidity in whole or in part of any of these restrictions shall not affect the validity of the other restrictions or the remaining portion of the restrictions herein contained.

BUILDING 3. (a) No building shall be used for any
RESTRICTIONS purpose other than for private residential purposes. Outbuildings must be architecturally appropriate and approved by Vendor and may be erected on the said land either attached or detached. No dwelling shall have a ground floor area of less than 1200 sq ft in the case of a one storey dwelling. No dwelling shall have a ground floor area of less than 800 sq ft in the case of a 2 storey building. Total area of any dwelling shall be no less than 1200 sq feet. Roofs must be cedar shakes, tiles, asphalt shingles, or such material approved by the vendor. Electrical wires or cables leading from the exterior of any dwelling to the closest power pole should be located underground where possible.

 (b) The Purchaser agrees any house or other structure erected on the property shall be constructed in a proper and workmanlike manner and in accordance with architectural guidelines for the subdivision established by the Vendor, plot plans showing the location of the dwelling on the lot and building specifications of drawing approved prior to lot development by the Vendor in writing.

Any and all expense therefor shall be the Purchaser's responsibility. No work or excavation shall occur until such approval has been given by the Vendor. Plot plans are required to be submitted to the Vendor prior to work commencing, including the design of the dwelling layout and associated site works designed and certified by a qualified professional individual or company. If required such plot plan must be approved by the proper Municipal and other governing bodies as required. Notwithstanding approval by the Vendor, it is understood and agreed that the Vendor shall not be liable or responsible in any way to the Purchaser or any other party and the Purchaser or any other party is not entitled to any damages or compensation of any kind for the approval or failure to approve or anything related thereto and the Purchaser agrees to indemnify and hold harmless the Vendor for all claims, damages, costs or expenses, etc. resulting therefrom.

(c) The Vendor is not responsible for enforcement of the covenants. In the event that enforcement of these covenants is required the party in default of the covenants is responsible to the Vendor for all claims, damages, costs or expenses resulting therefrom including legal fees on a solicitor-client basis. The rights of the Vendor and obligations of the Purchaser created by this clause shall survive the closing and shall remain in full force and effect against the property.

DRIVEWAY ENTRANCE

(d) To reduce the impact on the environment some adjacent lots have partial joint driveway access to a point. The Purchaser shall convey right of way to adjacent lot owners where a common driveway has been built. The location of joint driveways shall be at the sole discretion of **CASEL HOLDINGS**. No driveway shall be installed without prior written consent and co-ordination of **CASEL HOLDINGS**.

OCCUPANCY

4. No building erected or in the course of erection on the land, nor any part thereof shall be occupied or used as a dwelling house until the whole building is substantially completed.

Lot owners are restricted from using the remaining lands of **CASEL HOLDINGS** without written permission. There shall be no hunting or removal of any wildlife from **CASEL HOLDINGS** property.

**VENDOR'S
APPROVAL OF**

5. The Purchaser and any subsequent owner of the lands shall not commence construction

**PLANS
LOCATION
ALTERATIONS
POOLS**

until the Vendor's approval in writing of any plans, including location, colour scheme, and material specifications of any house, garage, driveway access, out buildings of any kind, and including any additions or alterations to any existing structure or house as previously approved by the Vendor has been obtained.

SECURED

Purchasers and their guests agree to abide by the gate policy as determined by **CASEL HOLDINGS**.

DRAINAGE

6. The Purchaser and any subsequent owner agrees to provide the necessary free access to the Vendor and/or the Vendor's agents required for the purpose of constructing, installing, inspecting, maintaining, repairing and renewing any drainage swales, grade levels and all problems created by drainage. The Purchaser is, however, responsible for maintaining landscaping to the edge of the roadway. A buffer of trees should be left along the lake's edge.

BUILDING USE

7. The said land or any buildings 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, day care, or other charitable institution, nor as a hotel, apartment house, rooming house or place or public resort, nor for any sport (other than such activities as are usually associated with the normal occupation of a private residence) nor for any purpose other than that of a private residence, nor shall anything be done or permitted upon any of the said lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighbouring land or buildings. All buildings shall be single family dwellings.

No more than one dwelling house shall be erected or stand at any one time upon said lands. Lots cannot be subdivided.

SIGNS

8. No signs, billboards, notices or other advertising matter of any kind (except ordinary offering the said land or buildings thereon for sale) shall be placed on any buildings or tree or other structure on the said land without the consent of the Vendor in writing.

PARKING

9. No trailer of any kind shall be parked or placed upon any part of the said land save and except "recreational use" trailers which may be stored on the land provided that the trailer is not used for living, sleeping or eating accommodation while so located and not stored where visible from the road or lake.

No repairs to any automobile or to any other vehicle or equipment shall be carried out in the yard of any lot or area visible from the water or road.

WASTE MATERIAL 10. No building waste or other material of any kind shall be dumped or stored on the said land except clean earth for the purpose of leveling in connection with the erection of a building thereon the immediate improvement of the ground.

No fences or gates shall be erected or maintained on the said lands or any part thereof, unless approved in writing by the Grantor.

ANIMALS 11. No animals, fish or fowl of any kind other than household pets normally permitted in private homes in urban areas shall be kept upon the said land and no commercial breeding of said pets shall be carried out upon said land. All animals must be on a leash when outside of homes. All animals are to be kept in residence between 10:00 p.m. and 7:00 a.m.

CASEL HOLDINGS has an ongoing program for the development of animal and wildlife habitat in conjunction with the Ruffed Grouse Society of North America, Ducks Unlimited, and the Department of Natural Resources. For this reason, it is requested that pets are not allowed to run loose on **CASEL** property.

CONSENT TO CONSTRUCTION AND MAINTENANCE OF SERVICES 12. The Purchaser shall not withhold consent for local improvements which may be petitioned for by the Vendor or his assigns and the Purchaser shall not withhold consent to the erection or installation and at the front, back or side of any lot contained in Sunset Meadows Estates of electric, telephone, and/or television poles, lines and equipment and guys and anchors in connection therewith, and underground cabled, all for common use with all necessary access from time to time for the employees of the person, firm or corporation, or persona, firms or corporations furnishing, maintaining and repairing the same.

RESIDENTS ASSOCIATION 13. (a) The Purchaser hereby covenants and agrees to be a member in good standing of the applicable **SUNSET MEADOW ESTATES RESIDENTS ASSOCIATION** (herein referred to as the "Association") and agrees at all times to pay such fees, dues, levies, and special assessments as are imposed from time to time by said Association for the purpose of carrying out its objectives and acknowledging that membership in the Association is mandatory the Purchaser further agrees that all such fees, dues, levies and land assessments shall, until paid, constitute a

charge against said land. The said Association shall be responsible for all road maintenance and snow plowing. The fee charged is per lot and an owner of multiple lots shall pay this fee for each individual lot owned.

(b) The Purchaser agrees to pay \$200.00 per year to **CASEL HOLDINGS** for the upgrade to the Mines Road and Partridge Lane. This fee amount will be reviewed and be subject to changes in the years 2005 and 2010. Thereafter, every five years this fee will be reviewed. The fee charged is per lot and an owner of multiple lots shall pay this fee for each individual lot owned.

ENVIRONMENT

14. (a) No buildings shall be closer than 100 feet from the access road or lake frontage, and no closer than 15 feet from its side boundaries.

No work shall be done on shoreline, no boat launchers or docks constructed without first obtaining necessary approval from Department of Environment.

No herbicides or pesticides shall be used on the lands.

Blasting

15. Casel Holdings Limited may permit any blasting to take place on any lands now or formerly owned by it, whether for road building or other purposes, the Purchaser consents to any such blasting. No blasting shall take place on the Purchaser's lands without the Purchaser's consent.

Responsibility

16. The Purchaser acknowledges and agrees that the Vendor is selling the property to the Purchaser on an "AS IS" basis and the Purchaser is responsible for any and all approvals, permits, costs or charges for the installment and maintenance of all building and servicing, including but not limited to, on site septic and water supply systems, transmission and communication systems, including but not limited to, telephone, television cable or secondary electrical systems installed on any part of the property which may or may not connect to a municipal, utility or other government or public system. The Purchaser acknowledges that the Vendor is not responsible or liable in any way in the event water or sewer of sufficient quality or quantity is not available or located on the property.

Notwithstanding anything herein contained, the Vendor shall have power by instrument or instruments in writing from time to time, to

waive, alter, or modify the above covenants and restrictions in their application to any lot or lots, parcel or parcels of land comprising part of the lands, without notice to the owners of any other lot or lots, parcel or parcels of land on that Plan. Notwithstanding anything herein contained, the Vendor shall have power by instrument or instruments in writing to assign all or any part of its rights.

**VARIATION OF
COMPLIANCE**

17. The Vendor may agree to vary, alter, amend or remove any of the foregoing conditions in respect of these or any other lands on the said plan so long as such variation, alteration, amendment or removal is not in the opinion of the Vendor a substantial deviation from the general nature of the conditions.

The covenants in respect of the foregoing protective restrictions shall extend to and be binding upon, and may be taken by, the respective heirs, executors, administrators, successors and assigns of the parties hereto