



## PROTECTIVE COVENANTS

The Purchaser covenants and agrees with the Developer, Ocean Links Development Inc., to observe and comply with the following restrictions. The burden of these restrictions shall run with the lands described as Schedule "X" attached hereto (hereinafter referred to as the "lands") forever and the benefit of these restrictions shall run with each of the lots and with each part of the land now owned by the Developer. These restrictions 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 single family dwelling with or without an attached garage or car port shall be constructed on the lands.
2. No trailers, mobile homes, tents or other portable or temporary housing accommodations may be placed on the lands.
3.
  - (a) No building shall be closer than 40 feet from the front lot line, 80 feet from the rear lot line and 25 feet from the side lot lines.
  - (b) No building shall be more than 26 feet above grade.
  - (c) No building shall be located within the specified golf safety zone.
  - (d) No building landscaping or any other feature will be located in a fashion that obstructs required Department of Transportation site lines.
4. The lands and dwelling must be kept in a neat and tidy condition at all times to the reasonable satisfaction of the Developer.
5. Prior to undertaking any site works or the construction of any dwelling on the lands, approval of the proposed building plans must be obtained in writing from the Developer.



6. The plans submitted to the Developer for approval shall include, but are not necessarily limited to, a site plan, floor plans, exterior elevations and a colour schedule. All plans submitted shall be in accordance with the Design Guidelines, a copy of which has been provided to the purchaser.
7. Construction of the dwelling shall commence no later than 36 months after the date of purchase of the lands from the Developer.
8. The dwelling shall be completed within 9 months from the date of commencement of construction.
9. All garbage, recycling and composting containers and exterior laundry lines shall be screened in accordance with the standard detail provided by the Developer and shall be installed at a location approved by the Developer.
10. No alteration, addition or change to the structure or exterior appearance including colour scheme, site grading and landscaping shall be made except with the express written consent of the Developer.
11. No swimming pools, walls, fences, hedges or other features shall be constructed on the lands until the plans, specifications and site plan have been submitted to the Developer and its express approval has been obtained in writing. The Developer may in its absolute discretion refuse to approve any such plans or proposals, which, in its opinion, are unsuitable or undesirable in relation to the character of the surrounding area.
12. The owner(s) of each property must comply with the obligations, regulations and rates established by the Brule Point Utility Association for the provision of water and waste water services and road maintenance including snow clearing services.
13. The owner(s) of each property must comply with the obligations, regulations and rates established by the Developer for the maintenance of landscaping.
14. The use of on site oil or propane for heating shall not be permitted.
15. No signs, billboards, placards, notices or other advertising or informational matter of any kind (except signs of the same size and type ordinarily employed by real estate agents offering the lands for sale or rent) shall be placed on the said lands without the express written approval of the Developer.
16. No exterior aerials or antennas shall be erected or maintained on any part of the lands without the express written approval of the Developer.
17. The lands, including the buildings erected thereon, shall not at any time be

used for the purpose of any profession, trade or business whatsoever nor as any pre-school, kindergarten, school, daycare centre, church, hospital, hostel or other institution, nor as a hotel, apartment house, duplex, boarding or lodging house or place of public resort or for any sport or game (other than such sports or games as are usually played in connection with the occupation of a private residence). The Purchaser shall not do or permit to be done on the lands anything that may be a nuisance to the occupants of any adjacent or neighbouring properties.

18. No animals other than household pets normally kept in private homes in urban residential areas shall be kept on the lands. No breeding of pets shall be carried on upon the lands.
19. No major repairs to any motor vehicle, boat, or trailer shall be done on the lands except within a wholly enclosed garage.
20. No boat, motor vehicle, or trailer shall be placed, located, kept or maintained on the lands except between the front and rear lines of the dwelling located on the lands.
21. No refuse, refuse-burning device or waste pile shall be maintained on the lands.
22. The lands shall not be re-subdivided or re-zoned at any time without the express written approval of the Developer.
23. Notwithstanding anything herein contained the Developer may waive, alter, or modify the above covenants in their application to any lot or parcel of land comprising of lots 1 to 48 without notice to the owners of any other lot or parcel of lands in Ocean Links at Brule Point.
24. Notwithstanding anything herein contained, the Developer may assign all or any parts of its rights that arise under these restrictions.
25. The Developer reserves the right to charge a reasonable fee to cover its costs in providing letters to third parties confirming that the lands comply with the terms of these protective covenants.
26. The restrictions herein are severable and the invalidity or unenforceability of any restrictions shall not affect the validity or enforceability of any other restrictions. In the event that enforcement of these covenants is required, the party in default of the covenants is responsible to the Developer for all claims, damages, costs or expenses resulting therefrom including legal fees on a solicitor-client basis. These covenants shall be enforced by the Developer for a period of fifteen (15) years from the date of final approval for the subdivision of the lands or the date that the final phase of the subdivision has been

completely sold, whichever is sooner. Thereafter any changes to the covenants require that two-thirds (2/3rds) of the residents support such change.

27. (a) The Developer anticipates that the proximity of the adjacent lots to the golf course will enhance the desirability and value of the adjacent lots to purchasers and their successors and assigns. Nevertheless purchasers and owners of the adjacent lots should be aware that: (1) golfers will from time to time hit golf balls from the golf course into the lots; and (2) normal operation and maintenance of the golf course will involve operation of mowers and other power equipment during the evening and early morning hours.
- (b) No person shall have any liability, obligation or expense to the owner of an adjacent lot in respect of and personal injury, bodily injury or property damage occurring as a result of an errant shot which is not; (i) negligently, intentionally or recklessly hit onto a lot; or (ii) hit in violation of the rules established by the operator of the golf course or driving range on the golf course. By accepting title to an adjacent lot, each owner hereby covenants that it will not sue any person for property damage, personal injury or bodily injury which results directly or indirectly from such an errant shot, presently or in the future.
- (c) The golf course is private property. Owners of adjacent lots and their invitees shall comply with all the rules and regulations of the operator of the golf course relating to use and play on the golf course including but not limited to paying annual membership dues or green fees if they play golf.
- (d) The Developer shall not be liable for any personal injury and/or property damage whatsoever, occurring as a result of any errant shot, golf course maintenance or any other injury, damage or expense occurring out of the operation of the adjacent golf course.
- (e) Owners of lots shall be obligated to refrain from any action which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but not limited to, picking up golf balls, having dogs or other pets on the lot under conditions interfering with play due to their loud barking or running on the fairway.

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