

WHITE BIRCH SUBDIVISION RESTRICTIVE COVENANTS

RCL Financial Services Ltd. / Services Financiers RCL Ltee has prepared covenants for White Birch Subdivision to protect each and every resident and their investment.

DEFINITIONS 1. In these restrictive covenants, the following words and expressions shall have the following meanings.

VENDOR (a) "VENDOR" means the Vendor, seller, grantor, transferor, or lesser named in the annexed document, and includes the successors and assignee of the Vendor.

PURCHASER (b) "PURCHASER" herein means the purchaser, buyer, grantee, transferee, or lease named in the annexed document, and includes the heirs, executors, administrators, successors, and assignees of the Purchaser.

DEVELOPER (c) "DEVELOPER" herein means White Birch Subdivision Inc.

LAND (d) "LAND" means the land to be sold, conveyed, or transferred by the said document and the described herein.

BUILDING TYPE, OUTBUILDING, AND BUILDING PARAMETRES

1. The purchaser covenants not to construct any buildings on the lot other than those to be used as a detached single family dwelling, a private garage, a garden tool shed, and other appropriate buildings for use in conjunction with such single family dwelling usage.

2. Outbuildings may be erected on the said land either attached or detached, but their roofs and exterior siding must be of the same material and colour as the main house.

3. No building erected on the said lands shall be used for the purpose of any profession, trade, employment, service, manufacturer, short or long term rentals, or any business of any description that will create additional vehicle traffic, or cause the creation of pollutants, fumes, odors or exhaust, or in any way create a danger of the residents. The primary purpose of any structure shall be for use as a private residence for the use of a family unit.

4. No duplexes, semi-detached housing, or multiple unit housing is allowed. No house trailer intended for permanent occupancy, no mobile home, or temporary building shall be set up on or moved onto the land described in the attached Indenture.

5. No dwelling house having a completed cost of less than Three Hundred Thousand Dollars (\$300,000.00) shall be constructed. The dwelling house shall have a permanent concrete or stone foundation and shall be attractively finished on the outside, with the entire property to be finished in appearance comparable to other lots in the subdivision.

6. The purchaser covenants to proceed with all reasonable diligence in the completion of the construction of their home and upon commencement of such activity. As a guide, the residence should be entirely closed in and totally finished on the exterior within six months of the start of construction.

LANDSCAPING, GRADING, & TREE CUTTING

7. The purchaser covenants to proceed with all reasonable diligence in the completion of landscaping, (wherein topsoil is applied to all areas of the lot, excepting where the primary dwelling, walkways and driveway are located, and the same is either grass seeded or sodded), within a period of one year from the date of completion of the new dwelling.

8. The purchaser covenants that they will not interfere with the natural flow of drainage on the land nor with the existing artificial drainage for surface water on the land, so as to prevent any damage or flooding of adjacent lands. The placement of outflow pipes must be verified and approved by the Developer in writing before any such pipe is installed.

9. No living trees shall be cut down or removed from the lands before the land is conveyed. A tree buffer of a minimum 5 metres must be maintained around the perimeter of the lot with only trees standing within the area to be excavated for the erection of the dwelling house to be removed.

SIGNS

10. No signs, billboards, notices, or other advertising matter of any kind (except signs of the size and type ordinarily employed by real estate brokers in the area,

offering the said lands for sale or rent) shall be placed on any part of the said lands without the written consent of the developer.

SUB-DIVISION

11. The purchaser covenants that the land shall not be subdivided.

LIVESTOCK

12. The keeping of hens will be reduced to a maximum of six per household. No other forms of livestock are permitted as per local zoning regulations.

STORAGE CONTAINERS

13. Storage containers, meaning a sea can or container, originally used to transport goods, are not permitted to be used as an accessory building for storage or other uses. Storage containers are not permitted for permanent storage (see BUILDING TYPE, OUTBUILDING, AND BUILDING PARAMETERS 1).

VEHICLES

14. Derelict Vehicles means any vehicle that is not in operating condition will not be stored on the property.

VARIATIONS

15. The Developer reserves the right to alter or vary (including the creation of new restrictions) to be attached to conveyances of other lots in the White Birch Subdivision so long as their substantial character is maintained.

BINDING

16. (a) 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 herein. (b) The purchaser agrees that there shall be inserted a like covenant, or other to the same effect, in every conveyance made by the purchaser, requiring all persons or others hereinafter holding or claiming under the said purchaser, the respective heirs,

executors, administrators, successors, and assigns, to keep and observe the said express conditions and restrictions and each and every of them.

KINGSBURY COURT AND QUEENSBURY COURT CUL DE SAC

17. (a) No dwelling house shall be erected or stand upon the said lands or any part there of which shall have a ground floor living area of less than 1300 square feet if it is a one story dwelling and any dwelling other than a one level will have a minimum of 1600 sq feet above grade.

(b). No prefabricated dwellings will be acceptable.

(c). The dwelling house shall be finished on the outside with no less than 25 % cultured or natural stone product on the road facing side.