

Schedule "A"

Restrictive Agreement

Introduction

Country Springs Estates is the registered owner of an acreage subdivision in the R.M. of Dufferin #190, comprised of the lands legally described as follows:

- NW 24-19-23 W2 (comprised of 13 lots)

In order to provide for the orderly development of the subdivision, each lot within the subdivision will have a restrictive covenant registered against the title setting out the guidelines and requirements for the development and use of each lot.

Conditions and Requirements

1. The sole use of a lot in the subdivision is for a private single family dwelling with an attached or detached garage. No more than one dwelling house shall be erected or stand at any one time on any lot. Any out-buildings on the lot shall be complimentary to the main dwelling house on the lot. Lots cannot be subdivided.
2. Lot owners are allowed to keep horses on the lot with a maximum of 2 horses per 5 acres based on the acreage size of the lot. No animals, insects, livestock, reptiles, poultry, cows, sheep, swine, ostriches, goats, or other such animals shall be raised, bred or kept on the Lot, except domesticated household pets.
3. No residence or outbuildings shall be erected unless and until it complies with all applicable building codes, bylaws and requirements in force, whether national, provincial or municipal. Lot owners shall be responsible for obtaining all permits for any specific development or improvement as may be required.
4. All buildings and improvements shall comply with the recommendations contained in the Ground Engineering Consultants Ltd. Geotechnical Report dated February 12, 2013.
5. Lot owners within the subdivision shall construct permanent residential single family unit dwellings consisting of a permanent foundation and a conventional residential building with a non-basement living area of a minimum of:
 - 1200 square foot bungalow, bi-level or split level
 - 1800 square foot one-half story or two storyExcluding any garage, patio, porch or deck structure attached to the residence. Mobile homes, modular homes, recreational vehicles or other semi permanent dwellings are prohibited. Camper trailers may be used for occupancy during the period of construction of a residential dwelling.
6. Residences on Lots 5, 6 and 7 must adhere to the 400 metre setback boundary from the adjacent farm.

7. Each purchaser of a lot acknowledges that:
 - a. the Lot is located in a rural area and in close proximity to agriculture land and agriculture operations.
 - b. there is a cow/calf operation (Intensive Livestock Operation) on the NE 23-19-23 W2.
 - c. farmers on adjoining and nearby lands have a right to farm that includes all generally accepted agricultural practises including the spraying of herbicides and insecticides. It is understood that farm activities may occur on holidays, Sundays, weekends, at night, and in the day and the noise, odors, fumes and dust that are caused by them are also specifically permitted as part of their right to farm.
8. Construction of the dwelling house must be started within 2 years from the date title issues to the lot owner and all exterior finishing shall be completed within 18 months following the date of commencement of construction. Within two years after completion of the exterior finishing, the landscaping surrounding the building must be completed including the final grading.
9. Each lot owner shall ensure that any fencing will be installed in a good and workmanlike manner and with consideration given both to aesthetics and site lines of neighboring lot owners.
10. No lot shall be utilized for the storage of vehicles, recreational or otherwise, in excess of what owners of single residential dwelling would reasonably be expected to own.
11. If any owner of any lot shall breach any of the covenants set out herein, any person owning a lot or lots in the subdivision may take legal action against the person or persons committing such breach to prevent any act from being done or to recover damages.
12. This restrictive covenant shall extend to and shall be binding upon and enure to the benefit of the registered owner from time to time of each of the lots and the restrictions herein shall run with the lands and each of the lots comprising the lands.