

RESTRICTIVE COVENANT

WHEREAS:

- A. DEVELOPER (the "Developer") is registered as owner of an estate in fee simple, of the following lands:

(hereinafter referred to as the "Lands");

- B. Subsection _____ of the *[Land Titles] Act* provides that an owner may grant to itself a restrictive covenant for the benefit of land which it owns, and against land which it owns, and such restrictive covenant may be registered under the *[Land Titles] Act*;
- C. The Developer desires to ensure that all of the development upon the lots shall maintain certain standards of architectural excellence and of use for the benefit of all future owners of the lots;

NOW THEREFORE THIS DEED WITNESSES that in consideration of the foregoing the Developer does hereby for itself, its successors and assigns in title, covenant and agree to observe and be bound by the hereinafter mentioned covenants, which said covenants shall be construed to be and shall be covenants running with the Land and shall be appurtenant to all of the said Lands for the benefit of all the respective owners thereof from time to time as follows:

1. Development is restricted to one detached single family residence on each lot, together with accessory buildings such as a private garage, swimming pool and other development which is clearly consistent with the residential use. No other development shall be constructed upon a lot.
2. Any use other than a residential use is prohibited and shall not be carried on upon any lot.
3. Except for the following no sign shall be erected upon any lot:
 - (a) a temporary sign not to exceed the exterior dimensions of ___ feet by ___ feet for the purposes of advertising the sale of the property. A temporary sign shall not remain upon the property subsequent to the sale of the property;
 - (b) an identification light standard showing house or lot number or residential address; and
 - (c) signs erected by the Developer for the identification of the subdivision or the sale of the lots.
4. Keeping of livestock upon any of the lots is prohibited with the exception of domestic pets, which shall not include pigeons or cattle, and one horse may be kept on a lot or lots comprising a minimum of _____ acres.
5. No mobile home, transportable or modular home or trailer (other than holiday trailer or holiday motor home) shall be placed upon or located on any of the Lands.

THIS IS A 4-PAGE FORM.