

APPENDIX A-1

PROTECTIVE RESTRICTIONS ON RESIDENTIAL LANDS

1 - DEFINITIONS

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

- (a) "Vendor" means the vendor, seller, grantor, transferor or lessor named in the annexed document, and includes the successors and assigns of the Vendor.
- (b) "Purchaser" 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.
- (c) "Building" shall mean a single family residential dwelling.
- (d) "Lot" shall mean the land on which a Building has been or will be constructed as conveyed to the individual purchasers.
- (e) "Lands" shall mean the Villages of Long Point Bay project.
- (f) "Common Facilities" means those portions of the land which are not included in the Lots, and which are or will be owned by the Residents' Association as hereinafter defined and maintained and used for the common enjoyment of the Lot owners, tenants and occupants in accordance with the Residents' Association Agreement.
- (g) "Residents' Association" means the Villages of Long Point Bay Residents' Association.

2 - MUNICIPAL AGREEMENTS

The Purchaser hereby agrees to comply with the terms of any municipal agreements, including without limitation, subdivision and site plan agreements.

3 - APPROVAL OF ALTERATIONS

The Purchaser shall not commence any additions or alterations other than landscaping and wood decks complying with these restrictions, without obtaining the Residents' Association's prior approval in writing to the plans, including drainage plan, plot plan, location and exterior colour scheme of any additions or alterations, and that such additions and alterations are to be made in strict conformity with such plans, location and exterior colour scheme.

4 - USE OF BUILDINGS

The building shall be used and occupied for no other purpose than as a private residence, and is to be occupied by not more than two persons. The Board of Directors may, on compassionate grounds, provide an exception allowing for an adult third person only where such third person is an immediate relative of one or both residents. A third person may also be an adult other than defined above (ie, a live-in nurse or care provider). Any such exemptions must be reviewed by the board every two years. However, the foregoing shall not prevent the builder from maintaining buildings as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all lots in the project have been sold and conveyed by the Villages of Long Point Bay Inc.

5 - OUTSIDE PARKING

No motor vehicles of any kind whatsoever may be kept on any portion of the lot except for passenger cars, light vans and motorcycles.

6 - ANIMALS

No animals, fish or fowl of any kind may be kept or maintained on said lands, other than household pets normally permitted in private homes in urban residential areas. No more than two (2) dogs, two (2) cats, or one (1) dog and one (1) cat in combination may be kept on the said lands, provided they do not in the sole opinion of the Residents' Association constitute an annoyance or nuisance to the occupants of neighbouring lands, and provided there shall be no commercial breeding of such animals, fish or fowl.

7 - ERECTION OF OTHER STRUCTURES

(a) No television antennae, aerial, tower, dish or other similar structure or appurtenances thereto shall be located on any Lot or erected or fastened to any building, except for or in connection with a common television system, and except for a satellite dish not larger than eighteen (18") inches in diameter. Any such allowed satellite dish must be mounted at the midpoint from front to rear of the dwelling, on the edge of the outside wall and on the side of the dwelling closest to the smaller sideyard of the Lot, and must rise no higher than the peak of the roof of the dwelling.

(b) No fence, hedge or obstruction of any kind may be planted, erected or placed on any portion of a Lot, except behind the building structure and extending not more than eight (8) feet from the building structure. No fence, hedge, garden, landscaping or obstruction of any kind may be placed for any reason whatsoever in any area between lots.

(c) A flower garden or decorative landscaping may be planted and maintained within your lot lines. No vegetables shall be planted on your home lot. Care must be taken not to impede the viewing pleasure of your neighbours.

(d) An owner may erect a wood deck behind the building provided that it abuts the rear of the building structure, is no more than twelve (12) feet in depth, and comes no closer to either side lot line than any portion of the building structure.

(e) No clothesline shall be permitted on a lot.

(f) No living trees provided by the Vendor or required by a municipal agreement may be cut down or removed without the prior written consent of the Vendor.

8 - SIGNS & WASTE

(a) No signs, billboards, notices or advertising matter of any kind shall be placed upon the lands, other than the usual signs for the sale or lease of the lands or any part of parts thereof.

(b) No building waste, debris or garbage or other material of any kind shall be dumped or stored on the lands.

9 - ADULT LIFESTYLE

The Purchaser acknowledges that the lot and the building form a part of an adult life-style residential community and there will be no facilities designed and constructed for children within such community and the purchaser agrees to not support or assist any change to the foregoing concept.

10 - QUIET ENJOYMENT

- (a) No owner or occupant shall create or permit the creation of or continuation of any noise or nuisance which in the sole opinion of the Residents' Association may or does disturb the comfort or quiet enjoyment of the lands by other owners or occupants or their families, guests, visitors, servants, and persons having business with them.
- (b) No noise, caused by any instrument or device, or otherwise, which in the sole opinion of the Residents' Association may or does disturb the comfort of the other owners shall be permitted.
- (c) Firecrackers or other fireworks are not permitted on the lands.
- (d) Any repairs to buildings shall be made only during reasonable hours.
- (e) No propane or natural gas tank shall be kept on the lands except in the legally approved containers.
- (f) "No privately owned or leased motor vehicle with a wheel width greater than fifty (50) inches will be allowed beyond the pavement of any street other than driveways, parking lots, the office and public thoroughfares."

11 - VARIATION OF RESTRICTIONS

The Residents' Association or Villages of Long Point Bay Inc. may vary, alter, amend or remove any of the foregoing conditions and restrictions, in respect of any portion or portions of the Lands without notice to or consent of the purchaser or the owner of any other land to which the following conditions and restrictions may apply so long as such variation, alteration, amendment or removal is not, in the opinion of the Residents' Association or Villages of Long Point Bay Inc., as the case may be, a substantial deviation from the general nature of the foregoing conditions and restrictions.

12 - RESIDENTS' ASSOCIATION

- (a) The purchaser hereby covenants and agrees to become and remain a member in good standing of the Residents' Association and agrees at all times to pay such fees, duties, levies and special assessments as are imposed from time to time by the Association for the purpose of carrying out its objects and acknowledges that membership in the Association is mandatory.
- (b) The purchaser as a member of the Residents' Association covenants and agrees to cause the Association, if applicable to carry out and perform all the terms, conditions and provisions of any agreement with the municipality with respect to the maintenance of parklands including walkways owned by the municipality, if any.
- (c) The purchaser covenants and agrees as a member of the Residents' Association to cause the Association to maintain, repair and operate at its own expense the common facilities constructed or to be constructed.
- (d) The purchaser acknowledges that there is no obligation whatsoever on the part of the municipality to maintain or repair or do any act or thing whatsoever with respect to the common facilities, and the purchaser acknowledges. covenants and agrees that any entry by the purchaser on the common facilities so as to maintain or use them shall be deemed to be with the license of the Corporation to the intent that the purchaser shall not acquire title to the common facilities by possession or prescription.

- (e) The purchaser further agrees to execute the deed and the covenants therein and to be responsible for the registration cost thereof.
- (f) The purchaser agrees not to request the municipality to construct additional sidewalks in the project.
- (g) The purchaser agrees to be bound by and to comply with any rules and regulations which may be imposed from time to time by the Residents' Association, including, without limitation, any rules and regulations governing the leasing of the Building on the lot.
- (h) If the purchaser does not maintain and keep in the building in proper repair and condition, based on good maintenance practices, the Residents' Association may make any necessary repairs and maintenance to the lot and the Building, the costs of which shall be borne by the purchaser forthwith on demand.

13 - RE-ZONING

The Purchaser hereby acknowledges receipt of notice from the Vendor that Villages of Long Point Bay Inc. may apply for rezonings, official plan amendment, or land divisions respecting other lands including in the Plan of Subdivision or in adjoining or nearby Plans of Subdivision in the Lands. The Purchaser agrees to consent to any and all such applications and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such applications. The Purchaser covenants to include the provisions of this paragraph in any conveyance, mortgage, or disposition of all or any of the lot.

14 - RIGHT OF RE-ENTRY

The purchaser will not prevent or hinder Villages of Long Point Bay Inc., or any of its employees, agents or licensees from entering onto and using the side yard of the purchaser's lot in the Lands for the purpose of servicing an abutting lot and/or constructing or repairing the dwelling on an abutting lot until full and final acceptance of the subdivision by all applicable governmental levels.

15 - TENANTS

If the Purchaser should lease or part with possession of the Building other than through a sale or transfer of title to the lot, the Purchaser shall only lease the Building in conformity with the adult-only lifestyle residential community and will require the tenant or occupant to execute and deliver the form of lease (if any) that has been approved by the Residents' Association.

16 - DURATION

These restrictions shall run with the Lands and be in force for a period of forty years from July 1, 1994.

17 - COVENANTS TO RUN WITH THE LAND

To the extent that the burden of these covenants may run with the Lands in respect of which they respectively covenant (until the first day of July 2034) the Purchaser as to the Lands described in the within conveyance and the Vendor as to the remaining portions of the Lands DO HEREBY MUTUALLY COVENANT AND AGREE each with the other and the Purchaser also HEREBY COVENANTS AND AGREES with the owner or owners for the time being of any lands to which is attached the benefit of these restrictions and with their respective heirs, executors, administrators, successors and assigns, to observe and comply with the stipulations, restrictions and provisions set forth in these restrictions and that

nothing shall ever be erected, placed or done upon the Lands as to breach or violation or contrary to the fair intent and meaning and contained herein from the Purchaser in any conveyance which the the said building lots or the lands respectively or any part binding upon the Vendor or the Purchaser, except in respect of breaches committed or conducted during their, his or her joint or sole seisin of or title to the lands upon or in respect of which such breaches shall be committed.

18 - SUCCESSORS

The Purchaser, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that in the event he shall dispose of the whole or any part of the lot, he shall exact and obtain from any purchaser, transferee or assignee a covenant to comply with all the covenants herein contained including this requirement to exact and obtain this same covenant from any subsequent purchaser, transferee or assignee.

19 - SEVERABILITY

If for any reason whatsoever any term, covenant or condition of these restrictions, or the application thereof to any party or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

(a) is deemed to be independent of the remainder of these restrictions and to be severable and divisible therefrom, and its invalidity or illegality does not affect, impair or invalidate the remainder of these restrictions or any part thereof; and

(b) continues to be applicable and enforceable to the fullest extent permitted by law against any party and in all circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.

The covenants in respect to 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. PROVIDED that in construing these presents the words "Vendor" and "Purchaser" and the pronouns "he", "his" or "him" relating thereto and used herewith shall be read and construed as "Vendor" or "Vendors", "Purchaser" or "Purchasers", and "he", "she", "it" or "they", "his", or "their" or "him", "her", "it" or "them" respectively, as the number and gender of the parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted.

DATED at the Village of Port Rowan this _____ day of _____ 20__

PURCHASER

PURCHASER

(Retyped August 22, 2022)