

SCHEDULE A

COVENANTS SUBDIVISION AGREEMENT EDEN VALLEY ESTATES

- 1) The Purchaser covenants with the Vendor to observe and comply with the following restrictions, the burden of which shall run with all of the lots in the Subdivision and the benefit shall run with each of the lots in the Subdivision. These covenants shall be binding upon and shall enure to the benefit of the parties and their respective heirs, executors, administrators, successors or assigns:
- (a) The Plans for each private single family dwelling house must be approved of in writing by the Vendor and shall in every case have a habitable area of floor space above grade and exclusive of basement of not less than:
 - i. In the case of a two-story dwelling – 2,000 square feet;
 - ii. In the case of a one and a half story dwelling or split level – 1,800 square feet;
 - iii. In the case of a one-story dwelling – 1,650 square feet.
 - (b) No dwelling shall be constructed without a minimum double car garage either attached to the dwelling or separate from same;
 - (c) No used building or mobile home shall be moved onto the Property for any purpose whatsoever.
 - (d) The exterior of any buildings constructed on the Property shall not be constructed of any material other than claybrick, stone, vinyl siding or wood, without the written consent of the Vendor;
 - (e) Soffits, fascia, eaves and windows on any buildings shall be constructed of aluminum or vinyl or natural materials such as wood;
 - (f) No debris shall be allowed to accumulated on the Property.
 - (g) No driveway shall be constructed on the Property unless the single family residence is within one year of completions of construction and unless a culvert at the road has been installed in accordance with the City of Kingston specifications;
 - (h) No fence shall be erected anywhere on the Property that is more than six feet high;
 - (i) No construction or building operation, including excavation, shall be commenced until the architectural design and site plan have been approved in writing by the Vendor, such approval not to be unreasonably withheld, a decision thereon to be given within ten (10) days of delivery of the plan to the Vendor, and no such construction or building operation shall be carried on except in conformity with such approved architectural design and site plan.
 - (j) Construction must be commenced by the Purchaser within two (2) years of transfer of the lot to the Purchaser.
- 2) (a) Should the Purchaser not commence construction within the two year period specified above the Vendor shall have an option to repurchase the said lands for the purchase price paid by the Purchaser to the Vendor therefore, less any amounts outstanding for taxes charged against the lands. The options herein shall terminate when the Purchaser does complete construction of the dwelling house approved and in any event ten years after the date of completion of this Agreement.
- (b) Real Property is a lot on a plan of subdivision which has not yet been registered, lot sizes or dimensions or also subject to change without notice provided they are not substantially varied. The Vendor shall not be responsible for any changes and/or upgrades although agreed upon in writing if these are contrary to any Municipal regulations.

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- (c) The Purchaser further agrees to complete construction of the approved single family dwelling within one year after commencement of construction. Should construction not be completed within this time period the Vendor shall have an option to repurchase the subject lands for the purchase price herein less any amounts outstanding for taxes outstanding against the lands. Any improvements made to the lot shall be appraised by a licensed real estate appraiser (AACI) in accordance with provisions of the Arbitration's Act and will be adjusted for on closing. If the Purchaser has made a substantial effort to comply with these requirements the Vendor will give consideration for a request to a reasonable extension.
- (d) The closing of any transaction arising out of this option agreement shall take place 30 days after the exercise by the Vendor of its option. All purchase monies will be paid in cash or by certified cheque with all liens, mortgages, etc., to be cleared at the time of reconveyance.

4. The Buyer acknowledges:

- (a) That lots shall be made suitable for the installation of the sewage systems prior to or at the building permit stage in accordance with Ontario Regulation 374/81 made under the Environmental Act. Raised tile beds and soil mantles may be required.
- (b) That the report prepared by Oliver, Mangonie, McCalla and Associates entitled "Hydrogeology and Terrain Analysis" dated August 26, 1999 and all addendums will be made available to lot purchasers as a guide to development.
- (c) That well and home shall be located and constructed in accordance with the recommendations of the Hydrogeological Report.

5. The Seller Agrees to supply a drilled well with a minimum 5 gallons per minute of potable water suitable for normal household consumption.

6. In the event a water supply as set out above cannot be obtained, this Agreement shall be null and void and the Buyers deposit shall be returned.

7. The Buyer acknowledges that each dwelling unit is to be served by a Septic System to be installed by the Buyer. Water and well service for single family dwellings shall be drilled by the Seller and the Buyer shall be responsible for providing mechanical service to the house. The installation of the well and septic systems shall be subject to the requirements set out by any and all government bodies.