

## SCHEDULE "B"

### RESTRICTIVE COVENANTS

In joining in the execution of the within conveyance, the Grantee(s) acknowledge the existence of, and do hereby covenant and agree with the Grantor to observe and comply with, each of the following covenants and building restrictions established and imposed by the Grantor for the betterment of the development. It is agreed and acknowledged that the burden of these covenants and building restrictions shall run with the lands being conveyed herein ("the Lands") and that the benefit of these covenants and building restrictions shall enure to and run with those lands of the Grantor contained in Schedule "C" hereto, or any remainder portion thereof.

The protective covenants herein contained refer to each and every lot conveyed to the Grantee. In the event that more than one lot is conveyed to the Grantee then such restrictions shall apply to each individual lot separately.

#### Permitted Buildings and Structures

1. No building shall be erected on the Lands other than a detached residential single-family dwelling, with or without a garage which may be attached or free standing, and ancillary structures such as a storage shed or gazebo.
2. No attached or semi-detached dwelling, duplex or apartment building or other structure designed for more than one family unit nor any mobile home, mini-home or trailer designated as living accommodations shall be erected or placed on the Lands.
3. No building shall be structure erected on the Lands other than in a proper and workmanlike manner, with proper materials, and in accordance with the minimum specifications and site locations of the Municipality of the County of Cumberland and other relevant authorities.
4. No building shall be erected on the Lands with an aggregate height greater than that of a typical or usual residential basement and two levels or stories.
5. No dwelling shall be erected on the Lands having a ground floor area of less than one thousand (1,000) square feet. In the case of a two story dwelling, the minimum ground floor area shall be eight hundred (800) square feet. The measurements for calculation of the ground floor area referred to in this paragraph shall be the outside measurements of the outside main wall of dwelling house, excluding garage, porch, veranda, sunroom, attic or other similar building adjunct.

6. No building shall be erected or placed on the Lands so as to be within 50 feet of the nearest street or road boundary, or within 25 feet of any other boundary of the Lands provided that an ancillary structure may be erected or located within these setbacks but only with the prior written consent of the Grantor.
7. No fence exceeding five feet (5') in height will be erected on the Lands (other than fencing required for swimming pools) and no fence shall be constructed of any materials other than ornamental wire, wood, stone or living hedge.
8. Before any building is erected on the Lands, the plans and location thereof shall be approved by the Grantor and the building shall be in substantial conformity with such plans and construction shall be completed within fifteen (15) months from the date of excavation of the Lands for the purposes of construction and landscaping shall be completed within eighteen (18) months.

#### Restrictions of Use of the Lands

9. No building erected on the Lands shall be used for the purpose of any profession, trade, employment, service, or manufacture or business of any description, nor as a hotel, apartment house, rooming house, or place of public resource, and for better certainty not for any purpose other than that of a private single-family residence provided however that nothing herein shall be construed so as to prevent the use of apportion of any building on the Lands as a home office.
10. No use shall be made on the Lands nor permitted to be made on the Lands that would constitute a nuisance or annoyance to neighboring lands or to the owners or occupants of neighboring lands.
11. No signs, billboards, notice, 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 Lands for sale) shall be placed on any part of the Lands.
12. No repairs (other than of a minor nature only) shall be furnished to any motor vehicle, boat or trailer on the Lands except those furnished within a wholly enclosed garage and no derelict, inoperable, unused or unsightly vehicle shall be stored on the Lands.
13. No trailer or "shell" dwelling shall be erected or placed on the Lands as a place of sleeping, eating, storage or recreation except as may be required for purposes of a temporary dwelling during the construction of a permanent dwelling on the Lands.
14. No incineration or other refuse burning device shall be erected or placed on the Lands and no refuse or waste pile (other than a well-maintained compost pile or compost container) shall be maintained on the Lands other than within a wholly enclosed garage.

15. All household garbage, rubbish, recycling and waste material shall to be stored in metal or plastic containers or in garbage bags approved for pick-up by the Municipality of County of Cumberland garbage collection service, provided that all rubbish and waste material should be stored in a sanitary manner in conformity with applicable health regulations, and so as not to be accessible to pets, rodents and in an enclosure large enough so that no garbage, rubbish, waste materials or containers or visible.
16. No horse, cattle, hogs, sheep, poultry or other stock of animals, other than house pets of a nature usually permitted in private homes within urban residential neighborhoods, shall be kept or housed on the Lands. No breeding of animals, for profit or otherwise, is permitted on the Lands.
17. No snowmobiles, ATV's, or other off-road motorized recreation vehicles nor any excessively noisy vehicles, such as dirt bikes, may be used on remaining lands of the Grantor or on any common roadways or walkways provided for lot or shore access.

#### Common Roadways and Walkways

18. The Grantee acknowledges the obligation to share (monetary or otherwise) in the upkeep and maintenance of all common roadways or walkways in which the Grantee has a right or interest in common with other lot owners, including the private roadway leading from Pugwash Point Road to the Lands and any rights-of-way to the shores of the Northumberland Strait. To that end, the Grantee agrees to contribute an amount that is equal to the Grantee's proportionate share of the cost of the upkeep and maintenance, including snow removal and signage, of all such common roadways or walkways.
19. The amount determined in the previous paragraph shall be payable on or before July 1 of each year commencing on July 1 of the year following the Grantee's acquisition year and shall not to exceed the sum of \$300 per year for the first three years but may be increased from time to time thereafter in the discretion of the Grantor (or by resolution of any lot owner's association subsequently incorporated for that purpose) ("HOA") provided the change reflects variations in the costs of such upkeep and maintenance. Until such time as an association can be incorporated the Grantor shall hold all such monies paid in a separate account designated for that purpose.
20. Upon completion of the development or at such other time as the Grantor may deem appropriate, the Grantor may convey and assign to any lot owner's association incorporated for the purpose of managing the upkeep and maintenance of all common roadways or walkways (the "HOA"), any or all right, title and interest of the Grantee in all such common roadways or walkways, including all the rights, obligations and duties of the Grantor under these covenants.

21. The Grantee hereby agrees and consents to join and become a member of the HOA incorporated for the purpose of managing the upkeep and maintenance of all common roadways or walkways, including the enforcement of the rights, obligations and duties of the Grantor under these covenants and such other rules and by-laws established by such association from time to time, including any rule of by-law requiring the payment of any monies to the association of the Grantee's proportionate share of the cost of the upkeep and maintenance, including snow removal and signage, of all such common roadways or walkways.

Miscellaneous

22. The Grantee consents to the erection, installation, repair and maintenance along any boundary of the Lands of any electrical, telephone and/or television poles, lines or equipment (including guy wires and anchors required in connection therewith) and any underground cables, provided same are for the common use of other lot owners, together with all necessary access from time to time for the employees, agents and workmen of the corporation so erecting, installing, repairing and maintaining same.
23. No change in the topography or elevation to the Lands shall be permitted on the Lands which would interfere with the drainage of, or which would otherwise cause any nuisance or hardship to, adjoining lots.
24. The Grantor shall not be responsible for any erosion control on the Lands. For better certainty, the costs of any stone placement, retaining walls or other stabilizing structures or improvements devices shall be the responsibility of the Grantee who shall abide by the standards of the Nova Scotia Department of Environment or other regulatory agencies governing such work.
25. No excavation shall be made on the Lands except for the purpose of constructing a building or structure on the Lands in accordance with these restrictions and no soil, sand or gravel shall be removed from the Lands except to assist with such construction and nay associated landscaping.
26. The Grantee agrees not to sell or convey the Lands without having first obtaining a covenant from the purchaser or transferee to observe the restrictions as set forth in this schedule, including this paragraph.
27. The restrictions contained in this schedule are severable and the invalidity or unenforceability of any individual restriction, or part thereof, shall be deemed to not affect the validity or enforceability of any other restriction, or any part thereof.

28. The Grantor reserves the right to alter, waive or modify any of the foregoing building or other restrictions so long as the substantial character thereof is maintained.
29. The Lands or any portion thereof shall not at any time be used for the purpose of permitting access to any other lot, property or lands, whether owned by the Grantee or otherwise, and no right-of-way or right to use any roadway or right-of-way is transferable or assignable by the Grantee to any third party other than a successor-in-title of the Grantee in the Lands.
30. The Lands shall not be subdivided into smaller parcels at any time except with the express written approval of the Grantor, which consent shall be evidenced by the Grantor signing the face of the subdivision plan.
31. In any paragraph in this schedule where the consent of the Grantor is required, the consent shall be at the sole discretion of the Grantor whose consent may be unreasonably withheld.
32. Notwithstanding anything contained herein, these covenants shall become void and cease to be of any force or effect after December 31, 2047.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Witness

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Grantee

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Witness

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*(Note: The Grantee or Grantees, as the case may be, are collectively referred to herein as "the Grantee")*