

## SCHEDULE "B"

### **RESTRICTIVE COVENANTS AND BUILDING RESTRICTIONS**

The lands conveyed herein, together with the Remaining Lands of 3049438 NOVA SCOTIA LIMITED, and any portions thereof are subject to the following covenants, conditions and restrictions:

1. Subject to Clause 6, contained herein, all purchasers of lands from 3049438 NOVA SCOTIA LIMITED forming part of its subdivision at Hunts Point, Queens County, Nova Scotia, located off the Wharf Road, agree to join and become members of a Lot Owners Association, (hereinafter called the Association), when constituted by the Architectural Review Committee.
2. The Association shall mandate and supervise all those subdivision concerns of a nature similar to those concerns normally overseen by associations of lot owners and shall be authorized and empowered to set rates and assessments respecting maintenance of roads, gates and common areas and respecting utility costs and property taxes as well as other matters.
3. All purchasers agree to pay all rates and assessments levied by the Association according to terms and formulas determined by the Association, and the purchasers agree that the said rates and assessments shall constitute a lien on the lot or lots in question, until said rates, assessments and interest, are paid in full.
4. The purchasers agree that all construction plans and all construction sites, whether respecting dwellings, guest houses, garages, sheds or other buildings, must first be approved by the Architectural Review Committee, which approvals must be in writing. Such approvals may not unreasonably be withheld.
5. The purchasers agree that no offensive commercial or industrial activity can be carried on, within the subdivision lots and it is agreed that no apartment buildings or hotels may be constructed on the lands.
6. These Restrictive Covenants and Building Restrictions as set forth in this Schedule "B" do not apply to any lands fronting on public highway

No. 3, which have a depth of less than 300 feet from Highway No. 3, unless these lots are sold with deeded access to the subdivision. In that case, these covenants shall apply.

7. The purchasers agree that clear-cutting within 50 feet of a boundary line shall not be permitted respecting those lots situated on the south side (or water side) of the subdivision road.
8. The purchasers agree that all utility wires and cables of every nature must be buried below the ground respecting all lots situated on the water side of the road.
9. The purchasers agree that the Association may restrict or preclude entirely, any and all activities and/or situations, which the Association determines to be significantly detrimental to the residential use of the subdivision lands.
10. The Association, its successors and assigns, reserves the right to add to, amend, or waive the covenants and restrictions herein, under circumstances that the Association deems appropriate, provided such matters do not significantly prejudice or debase the integrity of the subdivision lands in their entirety.
11. All powers granted to the Association herein, shall vest in the Architectural Review Committee until the Committee determines otherwise, or until the Association has been formed, whichever is sooner.
12. The founding members of the Architectural Review Committee shall be Fred Kern, James DiPersio, Yorke Tutty, Joshua Rutter and Nathaniel Rutter, who shall have the power to add members and shall have the power to constitute the Association in accordance with generally accepted Rules of Order. As of October 10<sup>th</sup>, 2002, Robert Roten has been added as a member.
13. These Restrictive Covenants and Building Restrictions shall apply to the following lands:
  - (a) Waterfront lots C-1 and C-2, each containing three acres more or less;

- (b) Those three waterfront lots created in 2002 by Third Maritime Properties ULC, each containing 3 acres more or less;
  - (c) The following backlots which do not front on Highway #3 namely: W-3, C-3, C-4, C-5, C-6, C-7 and K-9;
  - (d) The following backlots do front on Highway #3, namely: the old house lot known as the Remainder Lot; W4 and C8. These three lots may or may not become part of the subdivision. In the event these lots are conveyed with deeded subdivision access, these Restrictive Covenants and Building Restrictions will apply to same.
  - (e) The stonehouse lot W-1 and backlot W-2 are not part of the actual subdivision, however because they enjoy deeded access over the subdivision road, the successive owners of these lots shall be members of the Association with one vote each and they shall participate in all costs and maintenance fees levied by the Association as any other member.
14. Once the Association is formed, the owner of each lot in the subdivision shall be entitled to "one vote" and voting requirements and the Rules of Order, shall be determined by the Association. The Developer 3049438 N. S. Ltd. shall exercise one vote for each unsold subdivision lot and shall share in subdivision expenses, accordingly.
15. None of the existing lots shall be further subdivided, but lots may be consolidated. If two lots are consolidated into one lot the owner will continue to hold one vote for each of the original lots and shall participate in the expenses levied by the Association as if the owner continued to own two lots.
16. No backlot shall contain more than one residential structure, with suitable outbuildings.
17. With the written approval of the Association, those waterfront lots containing 3 acres more or less may contain, in addition to one residential structure, and suitable outbuildings, one guest house.

18. The following are not permitted within the subdivision:

- (a) No animals normally considered as farm or wild animals and no animals for commercial breeding purposes;
- (b) No mobile homes;
- (c) No excavations or tree cutting determined by the Association to be unsuitable or excessive, but notwithstanding the aforesaid, it shall be allowable to cut whatever the lot owner determines is desirable for good forest care, for building or for improvement of views.
- (d) No all-terrain vehicles; and
- (e) No exterior wood heating furnaces because of excessive smoke.