

SCHEDULE "B"

RESTRICTIVE COVENANTS

The lands to which the following Restrictive Covenants apply are described in Schedule "A" to this Warranty Deed and the lands benefited by the following Restrictive Covenants are the balance of the lands as described in a Deed from Clark Nauss to J and J Properties International Limited dated the 15th day of April, 1988 and recorded at the Registry of Deeds, Chester on the 15th day of April, 1988 in Book // at Page 5 under No. 507 and are shown on a Plan of Survey dated the 16th day of February, 1988 with revisions to the 30th day of March, 1988 signed by Robert Becker, N.S.L.S. No. 521 which has been filed at the Registry of Deeds, Chester on the 13th day of April, 1988 under No. 1950 which shows the subdivision of First and Second Lot. The Grantee covenants with the Grantor that the following Restrictive Covenants shall apply to the lands described in Schedule "A" to this Deed.

1. The Grantee, shall on the date of delivery of this Deed, become a member of a lot owners association formed by the Grantor in accordance with the by-laws of the said association and shall maintain membership in the said association so long as the Grantee is the owner of the lands described in Schedule "A" annexed hereto, or any part thereof. In the event that the Grantee, for any reason whatsoever, ceases to be a member of the association while he is still the owner of the lands described in Schedule "A" or any part thereof, the Grantee hereby covenants promises and agrees with the Grantor, its heirs, successors and assigns, that the Grantee shall pay all assignments, rates and levys (the assessments) in so far as the assessments relate to the maintenance of the roadways and snow removal therefrom on the right-of-way serving the subdivided lots within First and Second Lot in the subdivision with the intent that the said roadway shall be kept open and passible the year round.

2. The Grantor shall maintain the right-of-way within the subdivision until such time as all of the lots subdivided by the Grantor have been conveyed at which time the lot owners association shall be conveyed the responsibility for the maintenance of the right-of-way. The Grantor shall reserve the right to maintain the right-of-way in any future conveyance of Lot 2-B with a further right to pass this right along to the association.

3. The Grantee shall pay to the Grantor a proportionate share of the maintenance costs of the right-of-way, to be not less than \$100.00, until such time as responsibility for the maintenance is taken over by the lot owners association after which the proportionate share of the cost shall be paid to the lot owner association. Such assessment by the Grantor shall be made on a yearly basis and no assessment shall be made within the first year after the conveyance of the lot to the Grantee.

4. Each lot subdivided by the Grantor and each lot subsequently further subdivided by the Grantee out of the First and Second Lot, shall represent one share and shall bear a proportionate share of the right-of-way maintenance.

5. The Grantor shall erect a gate at the entrance of the right-of-way from the Public Highway & the Grantee shall be provided with a key to any lock attached thereto and the responsibility for this gate shall pass to the association along

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with the maintenance of the right-of-way.

6. The Grantee covenants with the Grantor that he will not use the lands for any purpose which is offensive, dangerous or noisy, or do anything which may be an annoyance or nuisance to the Grantor or the owners from time to time of the adjacent lands within the subdivision.

7. At no time shall the Grantee operate or permit to be operated within the lands described in Schedule "A", a snowmobile, dune buggy, mini bike or any vehicle of a similar kind or nature, other than on the roadways and driveways.

8. No mobile home, trailer or any temporary home that needs either a permanent electrical hookup or permanent water or sewerage hookup or a permanent foundation shall be parked or placed upon the lands.

9. The Grantor and Grantee mutually agree that no lot shall be further subdivided within First and Second Lot so that either a lot or remainder is created that has an area smaller than two (2) acres.

10. No cattle, hogs, sheep, poultry or any other form of livestock shall be kept on the lands for commercial purposes and no animals shall be kept on the lands for the purposes of commercial breeding.

11. The lands or any building to be erected thereon, shall not be used for the carrying on of any profession, trade, service, manufacture or business of any description.

12. When the construction of any building is once begun, work thereon must be carried on diligently and must be completed within a reasonable time and in particular, all construction is to be completed on the outside, including shingles and siding, within one year from the date of commencement.

13. The foregoing covenants shall run with the land and shall be binding upon the Grantee, his heirs, representatives and assigns and shall be for the benefit of the other lands of the Grantor included in First and Second Lot within the subdivision.

14. The Grantor covenants that all subsequent purchasers of lots within First and Second Lot of the subdivision, shall be required to enter into similar restrictions as contained herein with the sole exception that if any lot is not served by the right-of-way and is not granted the right to use the said right-of-way, then the owner of that lot shall not be compelled to become a member of the association and shall not be responsible to pay an assessment for the maintenance of the right-of-way.

Alh.
7/12