

## SCHEDULE "B"

Restrictive Covenants Oceanview Subdivision, Garden Lots

1. The Grantee agrees that no more than one dwelling house shall be erected or stand at any one time upon the lot herein described.
2. The Grantee agrees that no dwelling house shall be erected or stand upon the said lot or any part thereof which has in total less than the minimum area of habitable living space set out opposite the most closely applicable description of dwelling house set out below:

<u>Description of Dwelling House</u>	<u>Minimum Ground Floor Area</u>
One Storey	1,200 sq. ft.
One and One-half Storey	1,000 sq. ft.
Two Storey	900 sq. ft.

The measurements for calculation of the area referred to in this paragraph shall be taken as the outside measurements of the main walls of the dwelling house, excluding garage, porch, verandah, sun room, attic and unfinished basement.

3. Notwithstanding anything herein contained, no building, fence, or erection of any kind shall be erected on the said lot unless the plans, dimensions, specifications and location thereof as indicated by a site plan (including the distances from the front, side and rear lines) shall have first been submitted to and approved in writing by the Grantor (which approval shall not unreasonably be withheld) and no building, fence or other erection shall be constructed or placed on the said lot otherwise than in conformity with such plans, specifications and site plan. The Grantee shall also obtain all necessary Municipal approvals. Approval of the plans and specifications by the Grantor shall not constitute any implied warranty of their contents and the Grantor shall have no legal responsibility for the adequacy of the plans and specifications so approved.
4. The Grantee agrees to submit to the Grantor the plans showing elevations of all buildings of any kind in relation to the street in front thereof and neighbouring lots and approved in writing by the Grantor (which approval shall not unreasonably be withheld) and no building of any kind shall be constructed or placed on the lot until the said written approval of the grantor is obtained. The front and side set-backs shall be approved by the developer.
5. The said lot or buildings erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, service, manufacture or business of any description nor as a school, hospital or other charitable institution, nor as a hotel, apartment house, rooming house or place of public resort nor for any sport (other than such games as are usually played in connection with the occupants of a private residence) nor shall anything be done or permitted upon the said lots or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighbouring lands or buildings.
6. No signs, billboards, notices or other advertising matter or any kind (except the ordinary signs offering the said lot or buildings thereon for sale or rent) shall be placed on any part of the said lot or upon or in any buildings or on any fence, tree, or any other structure on the said lot without the consent of the Grantor).
7. No trailer or mobile home (with or without wheels) of any kind shall be parked or placed upon any part of the said lot, if it is to be used for the purposes of living, sleeping or eating accommodation on the said lot.

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8. No building waste or other material of any kind shall be dumped or stored on the said land except clean earth for the purpose of levelling in connection with the erection of a building there on or the immediate improvement of the grounds.
9. No horses, cattle, hogs, sheep, poultry or other stock or animals other than household pets normally permitted in private homes in urban residential areas shall be kept upon the said lands. No breeding or pets for sale shall be carried on upon the said lands.
10. The Grantee shall not withhold its consent to the erection or installation and maintenance along the side or rear of the lot herein described of electric, telephone and/or cable television guys and anchors all for common use with all necessary access from time to time for the employees of the corporation or corporations, furnishing, maintaining or repairing same.
11. The Grantee for himself, his successors and assigns covenants and agrees that he will, within a period of one year from the date of occupying any new building on an improved lot of land, complete the landscaping of the lot to a standard which conforms with the surrounding properties in the subdivision so as to not deter from the quality appearance of the subdivision as a whole.
12. The Grantee for himself, his successors and assigns, covenants and agrees that no building, addition to, or alterations of any building, nor any structure or sign or any kind, will be constructed or erected above the building or structure, if any, now standing on the land conveyed, and in any event no new building or structure now on the land or as a new building on the land conveyed, shall or will exceed a height previously approved in writing by the Grantor (which approval shall not unreasonably be withheld).
13. The Grantee agrees to obtain from any subsequent Grantee or transferee a covenant to observe the building restrictions herein set forth including this clause and agrees that these covenants will be binding upon and enure to his or her respective heirs, executors, administrators and assigns.
14. Each Grantee shall be responsible for any damage to existing curbs or streets caused by contractors' vehicles or equipment under employ or contract to him during construction, and also for the cleanup of any mud, concrete or debris on the street resulting from work performed by the Grantee, his contractors or employees.
15. The Grantee shall not block any natural or constructed watercourses without first constructing alternative drainage means acceptable to the Grantor and the Municipal Engineering Department, and all other authorities having jurisdiction.
16. The Grantee shall keep regrading of the lot to a minimum; and where regrading or landscaping is carried out the areas exposed shall be stabilized as soon as possible by sodding, hydroseeding or covering with mulch.
17. The Grantee shall not use streets or rights-of-way for the storage of fill or excavated material. Any materials so deposited shall be immediately removed and the street cleaned in a manner which will prevent debris or silt from washing into the storm sewer system. If any such fill or material is not so removed, it may be removed by the Grantor at the cost and expense of the Grantee.
18. The Grantee shall place clean gravel or crushed stone on the driveway and shall stabilize any driveway side slopes immediately upon completion of the grading and before the start of building construction.

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19. The Grantee shall ensure that all excavations are backfilled and final grading work carried out as soon as possible; and as soon as backfilling and grading is completed all exposed areas shall be sodded or hydroseeded with the hydroseeding mixture containing a mulch to stabilize the ground surface.

20. If the excavated foundations have to be pumped the Grantee shall discharge the water from the pump through gravel berms or filter fabrics within the lot so that the discharge water leaving the lot is clean and free of any sediment.

21. The Grantee shall maintain and upgrade the erosion control devices at all times so that suspended material and silt do not enter the storm drainage system or water courses.

22. The Grantee will not withhold consent to permit the Grantor to re-enter the said lot for the purpose of correcting faults in the drainage or other common systems up to the time of any future acceptance of the subdivision by the Municipality. The Grantee further agrees to grant such drainage easements as may be reasonably required by the Department of Transportation for any approval of the subdivision roads which may be applied for by the Grantor.

23. Any damage to any of the municipal services which may have been installed by or on behalf of the Grantor (which services may include, but are not limited to, water service lines, curb stops, sanitary and storm sewer services, street construction, including gravel, curb and gutter, asphaltic pavement, curb backfill and landscaping), caused by the Grantee, or by any person working or engaged on his behalf, shall be repaired at the expense of the Grantee. If the Grantee does not effect such repairs within a reasonable time upon receipt of notice from the Grantor, the Grantor may repair the same and recover the cost thereof from the Grantee.

24. If any survey stakes are removed or damaged by the Grantee, or by any persons working or engaged on his behalf, and if, in the opinion of the Grantor, the replacement of such stakes are necessary, then the Grantor may retain a surveyor to effect such replacement and recover the costs of such from the Grantee.

25. Should a Grantee wish to have a driveway opening which may have been provided through the concrete curb, the cost of cutting out the new curb opening and of repairing the existing curb opening shall be fully the responsibility of the Grantee.

26. The Grantee shall not regrade or permit his property to be regraded in such a manner that it will block or impede any water course or swale or cause water to pond or build upon any adjacent property.

27. No major repairs to any motor vehicles shall be effected save within a wholly enclosed garage.

28. No incinerator or other refuse burning device shall be erected or maintained upon the property without the prior written consent of the Grantor and no such incinerator or device shall be used other than in accordance with the requirements of any statute, regulation or by-law promulgated by any government authority having jurisdiction in that regard.

29. All dwellings shall be completed within 24 months after the start of construction thereof (which time shall be calculated from the installation of footings on the lot). No dwelling shall be occupied until it is completed or substantially completed in accordance with the approved plans and specifications referred to herein.

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30. Any reference to the Grantee shall be read with all necessary changes of number or gender required of the context, and shall include the Grantee, his heirs, executors, administrators and assigns.

31. The term Grantor as used herein shall mean E.W. Dorey & Sons Construction Limited, and shall include any assignee of the balance of the undivided lands in the Oceanview Subdivision. The Grantor may at its discretion assign all of its authority, rights and privileges under these covenants to an association of lot owners incorporated for the purposes of improving and maintaining the Oceanview Subdivision.

32. The Grantee agrees to join any lot owners association which may in the future be constituted for the owners of the lots in the Oceanview Subdivision, and further agrees to abide by the rules and regulations and by-laws of such association, which may include the placing of a lien on the property of the Grantee for any common work, such as road improvements, which may be owing by the Grantee.

33. The lot under conveyance to the Grantee shall not be capable of further subdivision.

34. The Grantor may waive, alter or modify these restrictions in respect of any lot or lots without notice to the owner or owners of any other lot or lots so long as the Grantor retains ownership of any of the lands shown on the plan of survey of Oceanview Subdivision.

35. No derelict vehicles or equipment and no garbage or debris shall be left or permitted on the lands under conveyance, and the lands under conveyance shall be kept in neat and tidy condition and any dwelling or building on the lands shall not be allowed, suffered or permitted to become or remain in an unsightly condition.

36. Any condition or covenant herein which may be found to be void, illegal, or contrary to public policy may be severed and the remaining covenants and conditions herein shall remain in full force and effect.

Province of Nova Scotia  
County of Lunenburg

I hereby certify that the within instrument  
as recorded in the Registry of Deeds Office  
Bridgewater in the County of Lunenburg, N. S.  
at 9:16 o'clock A. M., on the 20  
day of Nov A.D., 1996 in  
Book No. 633 at pages 516 - 525  
as Document Number 8370

.....Elaine Smith.....  
Registrar of Deeds for the Registration  
District of Lunenburg County

"CERTIFICATE OF REGISTRAR

I hereby certify that no deed transfer tax  
has been paid on this deed by virtue of  
claimed exemption.

Elaine Smith  
Registrar

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