

Schedule "B"

PROTECTIVE COVENANTS

For Hillfield Developments Ltd. Subdivision
Hebb Street and Victoria Road
Town of Lunenburg & Municipality of the District of Lunenburg
Lunenburg County, Nova Scotia

The purchaser covenants and agrees with the Vendor to observe and comply with the following restrictions made in pursuance of a building scheme established by the Vendor. The burden of these restrictions made in pursuance of a building scheme established by the Vendor. The burden of these restrictions shall run with the lands described in Schedule "A" attached hereto (herein after referred to as the "Lands") forever and the benefit of these restrictions shall run with each of the lots and with each part of the land now owned by the Vendor in schedule "B" attached hereto. These restrictions shall be binding upon and enure to the benefit of the heirs, executors, administrators, representatives, successors, and assigns of the parties.

1. The Grantee covenants and agrees with the Grantor and its successors, to observe and comply with the following restrictions made in pursuant of a building scheme established by the grantor. The burden of these restrictions shall run with the lands described in Schedule "A" attached here to (hereinafter referred to as the "Lands") and benefit of these restrictions shall run with each of the lots and with each part of the land now owned by the grantor or its successors. These restrictions shall be binding upon and enure to the benefit of the heirs, executors, administrations, representatives, successors, and assigns of the parties.
2. No house or other structure shall be erected on any lot except as permitted by applicable TOWN OF LUNENBURG by-laws, Ordinances and/or Regulations.
3. No building shall be erected on the Lands other than a private residential dwelling and garages or out buildings architecturally similar to and complementary to such dwelling.
4. No dwelling shall be constructed on the lands (except as designated below) which shall have any ground floor area less than:
 - (i) 1000 square feet, excluding garage, in the case of a one story dwelling;
 - (ii) 700 square feet, including garage, in the case of a dwelling with more than one story provided that the total habitable floor of any such dwelling shall not be less than 1000 square feet;

The measurements for calculations of the areas referred to in this paragraph shall be taken as the outside measurements of the main walls of each dwelling excluding porch, veranda, sunroom, attic, and unfinished basement.

5. Portions of lands disturbed by construction shall be landscaped as soon as practicable. In no case shall any portion of the Lands disturbed by construction remain not landscaped for any period beyond one (1) year from the completion of the construction of any structure built upon the Lands. Landscaping shall include sodding and/or seeding of all unprotected Lands.
6. The lands and any dwellings erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, service, manufacture of business of any description (including the breeding of pets for sale), nor as a school, nursery school, day care centre, 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 for any other purpose than a private residence nor shall anything be done or permitted upon any of the Lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighboring lands or buildings.
7. No horses, cattle, hogs, sheep, poultry or other animals except household pets normally maintained in private homes shall be kept or maintained upon said lands, nor shall any household pets normally maintained in private homes shall be kept or maintained hereto which are dangerous or destructive or cause nuisance to any adjacent lands or to the persons there residing and no breeding of pets for sale shall be carried on upon said Lands. The grantor or its successors must consent to the construction of and the location of kennels and/or dog runs in writing.
8. No signs, billboards, placards, notices or other advertising or informational materials of any kind, except signs of the size and type ordinarily employed by real estate agents offering the Lands for sale or rent, shall be placed on any part of said lands or upon or in any buildings or on any fence, tree or other structure, of the said lands without the express written approval of the Grantor or its successors.
9. No major repairs to any motor vehicle, boat, or trailer shall be effected on the Lands except within a wholly enclosed garage. No derelict vehicles or other unsightly objects shall be stored on the lands, except within a wholly enclosed garage.
10. 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.

11. No exterior aerals, antennas, satellite disks or solar panels shall be erected or maintained on any part of the lands without the express written approval of the Vendor.
12. No fence or wall shall be erected or maintained along any street or between the front of the house and any street on which the house fronts, and no division fence between lots shall be erected or maintained of a greater height than five (5) feet and such fence or wall shall be of ornamental design, constructed of iron, wire, brick, stone or wood and in no case shall any fence obstruct clear vision. Required safety fencing around swimming pools which deviates from the foregoing must first receive approval in writing from the Grantor.
13. No trailer of any kind used for the purpose of living, sleeping or eating accommodation shall be parked or placed upon any part of the said lot.
14. The grantor may at its sole and absolute discretion by instrument or instruments in writing from time to time and without notice to the Grantee or any other owner of building lot in the Subdivision vary, alter, amend, waive, modify or remove any of the stipulations, covenants and restrictions set out herein in respect to the lands or any other building lots in the Subdivision to which the benefit and burden for the stipulations, covenants and restrictions set out herein in respect to the Lands or any other building lots in the subdivision to which the benefit and burden of the stipulations, covenants and restrictions is attached, so long as their substantial character is maintained.
15. The grantor may take such steps or actions as it deems appropriate to enforce any of these stipulations, covenants and restrictions. In the event that any steps or actions to enforce these restrictive Covenants are taken, the party in default shall be responsible for all claims, costs or expenses resulting there from including legal fees on a solicitor-client basis.