

Schedule "B"

RESTRICTIVE COVENANTS

Subject to the following stipulations, restrictions and provisions:

1. No more than one residence and one outbuilding having a combined ground floor area not exceeding six percent of the area of the Building Lot Shall be built on the Building Lot;
2. No soil, sand, gravel nor trees shall be removed from the Real Estate save what is necessary for construction purposes, gardening or in keeping with good forestry practice. No fauna nor cover for fauna shall be unnecessarily destroyed, and no person shall hunt within the boundaries of the South West Port Mouton Properties;
3. Travel trailers or caravans shall not be maintained on the Real Estate for residential purposes except upon the Building Lot for a period not exceeding three <sup>year</sup> during the actual construction of permanent premises on the Building Lot;
4. House Trailers, mobile homes, or hunting camps shall under no circumstances be erected on the Building Lot;
5. No building shall be erected on any lot or parcel of land which shall have any of its main walls or any part of that building nearer to any of the boundaries, of the said lot, than 30 feet or 10 meters more or less;
6. No fence shall be erected upon the Building Lot other than an ornamental iron or wooden fence of open construction and no such fence shall be higher than 6 feet or 1.22 meters more or less;
7. No building waste or other material of any kind shall be dumped or stored on the lands except clean earth for the purpose of leveling in connection with the erection of a building thereon or the immediate improvement of the grounds, no fuel, gasoline, oil, chemicals of any nature or biological waste (excepting waste and properly installed septic tanks) shall be stored on any lots and amount in excess of twenty five liters.
8. No part of the lands hereby conveyed shall be used for the purpose of any profession, trade, employment service, manufacture, storage or business of any description, nor as a school, hospital or other charitable institution nor for any sport (other than such games as are usually played in connection with the occupation of a private residence), nor for any other purpose than a private residence for the use of one family only to each dwelling unit; nor shall anything be done or permitted upon any of the said lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants or other occupants of any neighboring lands or buildings.
9. No signs, billboards, notices or other advertising matter of any kind (except signs of the size and type of ordinarily employed by real estate brokers in the area offering the said lands or building thereon for sale or rent) shall be placed on any part of the said lands or upon or in any buildings or on any fence, tree or other structure on the said lands without the written consent of the Grantor.
10. No horses, cattle, hogs, sheep, poultry or other stock of animals, serpents, reptiles, or fish

other than household pets normally permitted in private homes in urban residential areas shall be kept upon the said lands. No breeding of pets for sale shall be carried on upon the said lands and no more than two animals, serpents, poultry, reptiles or fish of one variety or species shall be maintained on the lands at any one time.

11. 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 governmental authority having jurisdiction in that regard.
12. No fuel oil tanks shall be placed upon the land unless they are buried, placed in the basement of the dwelling house or enclosed in such a manner that a harmonious blending of the structure with the dwelling house shall be effectuated.
13. In the event power and utility lines cannot be confined to the road allowance, the purchaser agrees to grant a deed of easement for creation for one or more utility poles on the lot and to permit utility lines to cross the lot. Purchaser acknowledges that he will be required to share equally with other lot owners on a per lot basis all costs associated with the maintenance and snow removal for the road. The Purchaser agrees to join the Lot Owners Association once formed and agrees to abide by the decisions of the Lot Owners Association. Decisions shall be made by majority vote with each lot having one vote.
14. No motor vehicles of any kind shall be permitted on or over the Right of way to the Beach.
15. If a lot owner is to keep dogs on their lot, suitable fences or electric restraint systems are to be installed to ensure that any such dogs do not leave the lots owner's property.