

SCHEDULE "B"

PROTECTIVE COVENANTS

With the intent that the burden of this covenant shall run with the land being conveyed, the Grantor and the Grantee(s) do hereby respectively covenant and agree with each other and as to the Grantee(s) with the owner or owners from time to time of any other building lot in the subdivision shown on the plan entitled "Plan of Subdivision showing lots 2 through 11, inclusive, property of Harvey Wilson, Puffycup Drive, First South, Lunenburg County, Nova Scotia" signed by Lester W. Berrigan, Nova Scotia land surveyor, dated the 16th day of June, 2005, to which the benefit and burden of the following stipulations, restrictions and provisions is attached and their, his, her or its respective representatives, successors and assigns, to observe, perform and comply with the following building and other restrictions, namely:

1. No dwelling shall be erected which is designed for other than single family occupancy, except for guest premises (attached or detached) using the same septic facilities. Outbuildings (garage, boathouse, greenhouse, etc.) without commercial use are allowed as ancillary to family life.
2. No house or other structure shall be erected on any lot except as permitted by applicable Lunenburg County Ordinances and Regulations. Minimum house size: 2000 square feet of living space.
3. No trailer or mobile home of any kind used for the purposes of living, sleeping or eating accommodation shall be parked or stored in open view on the land, other than temporary visitations or for purposes of loading, etc.
4. The lands and any buildings erected shall not be used for the purpose of commerce, employment, trade, profession, service, manufacturing, or business of any type except as may be conducted solely within said family dwelling and causing no disturbance of neighbours.
5. No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the said lands or buildings thereon for sale) shall be placed on any part of the land.
6. No major repairs to any motor vehicle shall be carried out on the land except within a wholly enclosed garage.
7. No horse, cattle, hogs, sheep, poultry, or other stock animals other than household pets normally permitted in private homes in residential areas shall be kept upon said land.
8. All fuel oil and propane tanks shall be hidden from public view by either placement or fencing.
9. All transmission lines for electric power, telephone, or cable services shall be underground (except during construction).
10. No building waste or other objectionable material of any kind shall be dumped or stored on the said land except clean earth for purposes of construction and landscaping.
11. The Grantor and Grantees shall execute any easements, from time to time, as required by public utilities for servicing the project.

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12. The restrictions herein contained are severable and the invalidity or unenforceability of any restriction shall not affect the validity or enforceability of any other restriction.

13. It is further covenanted between the parties to this instrument that the Grantor shall cause to be formed a non-profit association under the laws of the Province of Nova Scotia, in which the Grantee by acceptance of this instrument agrees to become, and shall be, a member, and in which membership shall be limited to the owners of lots in the subdivision; and that:

- (a) The incorporating or governing documents of such an association shall specify, among the powers and duties of the association, the enforcement of all the restrictions, covenants, and conditions contained in this instrument, and the maintenance and preservation of the roadway and common lands, and the transaction of such other business as may be permitted by law.
- (b) The Grantee agrees to pay to such an association, when formed, dues or assessments for such purposes, the amounts of which may be fixed by its bylaws or by lawful act of its board of directors.
- (c) It is understood and agreed that the incorporating documents and such enactments of such an association shall provide that the owner or owners of each lot in the subdivision shall be entitled to one vote in respect of each such lot at all elections and on all other matters that may come before a meeting of members, subject to the proviso that if any member or members of such an association shall be the owner or owners of more than one lot in the subdivision, then he/she/they shall be entitled to one vote in respect of each such lot so owned.
- (d) Provided always that notwithstanding anything herein contained, the Grantor and its successor (the Lot Owner's Association) shall have the power by instruments in writing from time to time to waive, alter or modify the above covenants and restrictions in their application to any lot or lots or to any part thereof.
- (e) It is further agreed that the Grantor shall have the discretion to convey to the association the roadway known as Puffycup Drive and other portions of the subdivision to be used in common by all residents of the subdivision.

14. The acceptance by the Grantee and his/her/their successors in title of the deed to this property shall constitute acceptance of all the terms, conditions, limitations, and restrictions to which the subject property so conveyed is made.