



MOUNT CAMERON

ANTIGONISH, NS

Schedule B

S.F. Smith Developments Ltd. Protective Covenants for Mount Cameron Estates Subdivision

In these protective covenants, unless the context otherwise requires:

- “Grantor” means S. F. Smith Developments Ltd. or its authorized agent.
- “Grantee” means the persons, firm or corporation to whom the said lands are conveyed in this deed, their respective heirs, executors, administrators, successors or assigns.
- “Dwelling Unit” means the structure used as a residential living unit located on the said lands, including the garage and any appurtenances.
- “Subdivision” means the lands as described in the site plan in “Schedule C”. This is meant for descriptive purposes only.
- “Garage” means any structure ordinarily used or to be used for the housing or protection of motor vehicles.

To the intention that the burden of these covenants shall run with the land described in the within conveyance, the Grantor and the Grantee do respectively covenant and agree, each with the other, and with their respective heirs, executors, administrators, successors and assigns, that the Grantee and its successors in title from time to time of the said lands, will henceforth observe and comply with stipulations, restrictions, and provisions herein set forth, namely:

1. The lands to which these building restrictions shall apply (hereinafter called the said lands) include the lot described in Schedule “A” hereto annexed and conveyed by this Deed.
2. The exterior of the dwelling unit, garage or any other structure located on the said lands shall not be left partially completed for more than six months from the date of commencement of construction.
3. All excess earth, stumps, slashing and construction debris must be removed from the said lands prior to the finish of construction on the said lands; under no circumstances shall any such debris be placed or dumped on any land in the subdivision.
4. No industrial use shall be permitted on any part of the said lands; nor shall the said lands or any part thereof be re-zoned for industrial use.
5. The Grantee does covenant and agree to comply with the covenants as part of the Deed. In doing so, the Grantee agrees to submit the final building plans for the said lands to S.F. Smith Developments Ltd. for approval before construction begins to ensure all building covenants have been met.
6. No trailer, boat or mobile home may be stored on any part of the said lands which is visible from any street and no such trailer, boat or mobile home may be occupied,

whether visible from any street or not, for more than one (1) month in any twelve (12) month period.

7. No construction waste or refuse shall be stored on the said lands, or any portion thereof, for a period of more than ninety (90) days.
8. Any garbage, rubbish or waste materials which are stored outside the dwelling unit awaiting pickup must be in a closed container which is secure from pets, rodents and wild animals.
9. No signs, billboards, notices or other advertising matter of any kind (except ordinary signs offering the said lands or buildings thereon for sale) shall be placed on any part of the said lands or upon any buildings or on any fence, tree or any other structure on the said lands without the prior written consent of the Grantor.
10. No animals or pets shall be raised, bred, or kept on the said lands, except for pets for non-commercial purposes provided that they are housed in the dwelling unit.
11. No clotheslines or cloths hanging apparatuses shall be permitted on any part of the said lands.
12. Any structure on the said lands occupied as a dwelling unit and having a ground floor size of less than 1600 square feet shall have a roof pitch for the main roof of no less than 5/12;
13. No utility poles or communication towers shall be erected or placed on the said lands.
14. The front door of the dwelling unit must face the street.
15. No modular home can be erected on the said lands.
16. Any alteration to the concrete curb next to the paved street for the purpose of a driveway must match the design of the other mountable curbs originally installed in the subdivision. Any costs related to the alteration of the curb are the responsibility of the grantee.
17. The Grantee shall be responsible for any damage to existing streets, sidewalks or curbs caused by contractor, subcontractor, contractor agents or employee's vehicles or equipment under employ or contract to the Grantee during construction. The Grantee shall also be responsible for the cleanup of any mud, concrete or debris on the street resulting from work performed by the Grantee, the Grantee's contractors or employees.
18. The Grantee shall not block any natural or constructed watercourses without first constructing alternative drainage means acceptable to the Municipal Engineering Department or the Provincial Department of Environment. If excavated foundations have to be pumped, the Grantee shall discharge the water from the pump through a gravel berm or filter fabrics within said lands so that the discharge water leaving the said lands is clean and free of any sediment.
19. The following covenants shall only apply to lots 41, 43, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 99, 100, 101, 102 and 103:

(a) No dwelling unit shall be erected or stand upon the said lands or any part thereof which shall have a ground floor area of less than:

- (i) 1,300 square feet in the case of a one storey dwelling unit;
- (ii) 1,100 square feet in the case of a dwelling unit of more than one storey but not a full two storeys;
- (iii) 800 square feet in the case of a dwelling unit of two storeys or more provided that the total habitable floor area of any two storey or more dwelling unit not be less than 1,400 square feet

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

(b) The Grantee will adhere to a thirty-five (35) foot setback from their front property pins. The setback refers to where the front of the foundation will be placed.

20. The following covenants shall only apply to lots 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97C, 104, 105 and 106:

(a) No dwelling unit shall be erected or stand upon the said lands or any part thereof which shall have a ground floor area of less than:

- (i) 1,600 square feet in the case of a one storey dwelling unit;
- (ii) 1,300 square feet in the case of a dwelling unit of more than one storey but not a full two storeys;
- (iii) 900 square feet in the case of a dwelling unit of two storeys or more provided that the total habitable floor area of any two storey or more dwelling unit not be less than 1,700 square feet.

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

(b) No detached garage or outbuildings shall be permitted, with the exception of a swimming pool storage building which must be contained inside the swimming pool security fence and cannot be higher than 7 feet off the pool deck.

(c) No vinyl siding can be used on the external finishing of the dwelling unit.

(d) The Grantee will adhere to a fifty (50) foot setback from their front property survey pins. The setback refers to where the front of the foundation will be placed.

(e) No fence, landscape plants or structures of any kind can be built, erected or placed any higher than six (6) feet in the back yard in order to protect the view of other landowners.

21. Unless otherwise stated above, no dwelling unit shall be erected or stand upon the said lands or any part thereof which shall have a ground floor area of less than:

- (i) 1,000 square feet in the case of a one storey dwelling unit;
- (ii) 800 square feet in the case of a dwelling unit of more than one storey but not a full two storeys;
- (iii) 700 square feet in the case of a dwelling unit of two storeys or more provided that the total habitable floor area of any two storey or more dwelling unit not be less than 1,200 square feet.

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

22. The said lands shall not be subdivided at any time.
23. The said lands or any buildings erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, service, manufacturer or business of any description, nor as a school, hospital or other charitable institution, nor as a hotel, rooming house, or place of public resort nor for any sport (other than such games as are usually played in connection with the normal occupation of a private residence). A home office with no employees other than the occupant of the dwelling unit will be permitted.
24. The Grantor requires the Grantee to obtain prior written approval to make any changes or to override any of the foregoing covenants, restrictions, conditions and reservations.
25. No delay or omission on the part of the Grantor in exercising any rights, power, or remedy herein provided, in the event of any breach of the restrictions, covenants, conditions and reservations herein contained, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Grantor of any breach of these covenants, restrictions, conditions and reservations, or for imposing restrictions herein which may be unenforceable by any such grantor.
26. If any one or more of the foregoing covenants, restrictions, conditions and reservations is declared for any reason, by a court of competent jurisdiction, to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, restrictions, conditions and reservations not declared to be void or unenforceable, but all of the remaining covenants, restrictions, conditions and reservations not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.
27. The Grantee agrees to obtain from any subsequent Grantor or transferee, a covenant to observe the covenants, restrictions, conditions and reservations herein set forth including this clause and agrees that these covenants will be binding upon and endure to his or her respective heirs, executors, administrators and assigns.