



**SCHEDULE "B" – ROYALE HEMLOCKS ESTATES
RESTRICTIVE COVENANTS**

1. The lands to which these covenants shall apply (hereinafter called the "Said Lands") include the property described in the Purchase and Sale Agreement annexed hereto and conveyed by way of Warranty Deed.
2. "Garage" as used herein shall include any structure used, or to be used, for the housing or protection of motor vehicles. There shall be no unregistered vehicle on the Said Lands except within a wholly enclosed garage, and no major repairs to any motor vehicle, boat, mobile home, recreational vehicle or trailer used for living, sleeping or eating shall be effected upon the Said Lands except within a wholly enclosed garage.
3. No building shall be erected on the Said Lands other than what is permitted within the Development Agreement, to and for the use of a single family, with or without an appropriate garage attached thereto, which shall be constructed of the same design and exterior finish. A detached garage may be permitted at the discretion of the Grantor.
4. Any house or other structure constructed on any Lands shall be constructed in a proper and workmanlike manner and in accordance with plans, specifications and site location approved in writing by the Grantor. Plot plans are required to be submitted to the Grantor indicating the lot grading design of the dwelling layout, landscaping and all other associated site works designed and certified by a qualified professional in this field of work preparing same and indicated thereon. If required, such plot plan must be approved by the proper governmental agencies.
5. The exterior walls and finishes of all dwellings located on the said Lands shall be of earth tone colour of naturally occurring material unless otherwise approved by the Grantor in writing.
6. No building shall be erected on the Said Lands, or any addition or alteration made thereto, unless the colours, plans, dimensions, specifications and locations thereof, as drawn by a duly qualified architect, have been approved by the Grantor in writing. Subsequent to the completion of the footings for the dwelling house on the Said Lands, the Grantee shall provide the Grantor with a surveyor's certificate showing the location and elevation of the footings. Construction of the dwelling house shall not proceed until confirmation from the Grantor that it is in receipt of the surveyor's certificate.
7. The Grantee agrees to complete development of the Said Lands, including, but not limited to, dwelling construction, landscaping and completion of driveway areas, as soon as possible, but in any event no later than one (1) year from the start of construction of the dwelling house on the Said Lands.
8. Notwithstanding anything herein contained, no outbuilding, garage, swimming pool, wall (including hedges), gate, clothesline or erection of any kind shall be commenced, constructed or maintained on the Said Lands, nor shall any addition to or alteration thereof be made, unless the plans, dimensions, specifications and location thereof, as indicated by site plan (including the distances from the front, side and rear limits) shall have been first submitted to and approved in writing by the Grantor and no outbuilding, garage, swimming pool, fence, gate, clothesline or other erection shall be constructed or placed on the Said Lands otherwise than in conformity with such plans, specifications and site plan. No fence shall be erected or maintained on the Said Lands other than a wooden fence of open construction, subject to a maximum height of 42 inches, unless approved in writing by the Grantor. Screens for landscaping purposes may be erected upon written approval by the Grantor. The Grantor may in its absolute discretion refuse to approve any such plans or proposals that in its opinion are unsuitable or undesirable in relation to the character of the Said Lands.
9. No mud, debris, building materials or other matter shall be placed by the Grantee or those working or engaged on its behalf within the street right-of-way or on other lands not owned by the Grantee. If such mud and debris is deposited, it shall be removed by the Grantee within twenty-four (24) hours of receipt of a request to do so from the Grantor, and if it is not so removed then the Grantor may cause the mud or debris to be removed and recover the cost thereof from the Grantee.
10. The lands or any building erected, or to be erected thereon, shall not be used for the purpose of any profession, trade, employment, service, manufacturing or business whatsoever, nor as any pre-school, kindergarten, school, daycare centre, church, hospital, hostel or other charitable institution, nor as a hotel, apartment house, boarding, lodging or 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) or for any purpose other 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 of any neighboring lands or buildings unless approved under the Halifax Regional Municipality By-Laws, the Stage I and Stage II Development Agreements and by the Grantor.
11. No signs, billboards, notices or other advertising matter of any kind (except signs of the same size and type ordinarily employed by real estate agents offering the Said Lands for sale or rent) shall be placed on any part of the Said Lands or upon any buildings or on any fence, tree or other structure on the Said Lands without the consent of the Grantor in writing.
12. No excavation shall be made on the Said Lands except excavation for the purpose of building on same at the time of commencement of such building or for the improvement of the gardens and grounds thereof. No soil, sand or gravel shall be removed from the Said Lands except with the prior permission of the Grantor.

13. No living tree with a butt diameter of more than four inches (4") shall be cut down, destroyed or removed from the Said Lands at any time without the expressed written approval of the Grantor. If such a tree is cut down, destroyed or removed without the written approval of the Grantor, the same shall be replaced forthwith by the Grantee at his expense; provided, however, that trees standing within the area to be excavated for the erection of a building thereon or the immediate improvement of the grounds may be cut down or removed as directed by the Grantor.
14. No recycling (except recycling and composting containers for domestic use as required by the governing municipal authorities to be located within fifty feet (50') of the dwelling), incinerator or other refuse-burning device shall be erected or maintained upon the Said Lands without the written approval of the Grantor, and no such incinerator or other refuse-burning device shall be used other than in accordance with the requirements of any statute, regulation or by-law promulgated by any governmental agencies having jurisdiction in that regard. No refuse, building waste, car bodies or other obnoxious material of any kind shall be dumped or stored on the Said Lands except clean earth for the purpose of leveling in connection with the erection of a building thereon or the immediate improvement of the Said Lands.
15. There shall be no application of herbicides or pesticides on the Said Lands.
16. No horses, cattle, hogs, sheep, goats, poultry or animal other than household pets normally permitted in private homes in urban residential areas shall be kept on the Said Lands, and no breeding of pets shall be carried out on the Said Lands.
17. No owner of a dog shall permit it to run at large at any time of year in such a way as to contravene any Halifax Regional Municipality By-Law.
18. The Grantee shall not withhold consent to the construction of sidewalks, pavement, sewers, watermains and other local improvements that may be petitioned for by the Grantor. The Grantee shall not withhold consent to the erection or installation and maintenance at the front or side of any lot contained in Royale Hemlock Estates of electric, natural gas, telephone and/or television poles, lines and equipment, and guys, anchors and other fastening devices in connection therewith and underground cables, all for common use, with all necessary access from time to time for all employees of the person, firm or corporation, or persons, firms or corporations furnishing, maintaining and repairing same.
19. The Grantor shall have the right to convey to the Halifax Regional Municipality or other public authority any part of Royale Hemlock Estates (other than the lands already conveyed) for park, recreational or similar purposes.
20. The Grantee will not permit the condition of the surface of the Said Lands, or any part thereof, to be in such a condition as to be below the standard of landscaping of the surface of lots which is normally found in a first class residential neighborhood. The Grantee shall be responsible for landscaping between the curb and the streetline abutting his property. The front and side yards shall be fully landscaped, and the rear yard shall be landscaped for a distance of twenty (20) feet from the rear of the dwelling. All landscaping of disturbed areas shall be effected through the installation of sods and shall be completed within one year after completion of the construction of the dwelling house.
21. Footing drain leaders, footing drains, sump pumps and swimming pool drains shall not be connected to the sanitary sewer system. Roof leaders shall be connected directly to the storm sewer lateral. Backwater valves must be installed on the storm lateral upstream of the roof leader connection wherever the basement floor elevation is below street grade. The Grantor reserves the right to enter onto any property to correct any improper action at any time should the property owner fail to take corrective action within ten (10) days of written notification to do so. The Grantee shall provide access for the carrying out of testing and repairs to sanitary sewer laterals when requested. Any and all costs incurred by the Grantor because of improperly constructed lateral connections shall be the responsibility of the Grantee.
22. The Grantee shall meet any and all requirements imposed on his individual lot by Halifax Regional Municipality By-Laws, and any permits issued pursuant to Halifax Regional Municipality By-Laws, and by the Nova Scotia Department of the Environment, including, but not limited to, the Erosion and Sediment Control Plan for the specific lot. If infractions are not complied with, the Grantee shall allow the Grantor or his agents to access Said Lands for the purpose of rectifying the problem. The Grantor will back charge the Grantee for any costs associated with the foregoing, and these costs will be due and payable immediately by the Grantor.
23. No erections including, but not limited to, exterior television or radio aerials or antennas, solar panels, heat pumps, selkirk/propane chimneys and above ground storage tanks shall be erected or maintained on any part of the Said Lands without the written approval of the Grantor. Satellite dishes with a diameter of less than eighteen (18) inches may be mounted only on the rear exterior of the dwelling house.
24. Any damage to any of the municipal services which have been installed by or on behalf of the Grantor (which services shall include, but are not limited to, water service lines and curb stops) caused by the Grantee, or by any person working or engaged on his behalf, shall be repaired at the Grantee's expense. If the Grantee does not effect such repairs within a reasonable time upon receipt of a notice to repair from the Grantor, then the Grantor may repair the same and recover the cost thereof from the Grantee.
25. Notwithstanding anything herein contained, the Grantor and its successors shall have the power, by instrument or instruments in writing from time to time, to waive, alter or modify the above covenants and restrictions in their application to the Said Lands or to any part thereof without notice having to be given to the owner of any other lot in the Said Lands.
26. Contraventions shall not affect the validity or enforceability or any other restrictions. The Grantor is not responsible for the enforcement of compliance with these covenants, however in the event that the Grantor chooses to enforce compliance with the covenants, the party in fault with the covenants is responsible to the Grantor for all claims, damages, costs or expenses resulting therefrom, including legal fees on a solicitor-client basis.
27. "Grantor" means Kimberly-Lloyd Developments Limited.
"Grantee" means the grantee and successors in title.

N O T I C E

NOVA SCOTIA DEPARTMENT OF THE ENVIRONMENT

Royale Hemlocks
Halifax, NS

Section 105 of the Environment Act states that if you anticipate any alteration of a watercourse (lakes, ponds, brooks, streams, etc) or a protected water resource area you must receive approval from the Nova Scotia Department of the Environment prior to the commencement of the work. Alterations include but are not limited to the following activities: beach enhancement, bank protection, culvert installation, bridge construction, wharf construction, waterline installation, infilling, grubbing, etc.

It is an offence under Section 67 of the Environment Act to discharge any material into a watercourse which may cause a significant adverse affect. Sediment is one such material.

Where roads have been paved and storm sewer services are in place before lots are developed, due care and control is needed to impede silt congested runoff from each respective lot. In order to minimize environmental impact resulting from the disruption of vegetation and soil material the following measures shall be implemented immediately.

- a) Restrict access at each lot to one driveway. Prepare this driveway with a layer of filter fabric material covered with 3 to 6 inch surge rock.
- b) Remove and/or refrain from storing earthen fill material next to the curb. When at all possible pile towards the rear or sides of the lot until needed for landscaping. Stabilize street frontage with hay or crushed stone or a combination of both.
- c) When dewatering foundations or pits, pump the water into a vegetative section or through three cubic yards of one inch clean crushed stone.

If you have any questions concerning this notice or anticipated construction, please call the Nova Scotia Department of the Environment at 424-7773.