

BARRACHOIS COVE

Schedule "B"

"Barrachois Cove" Restrictive Covenants - Lots #1 to 26 Brule Shore Road, Bluewater Lane and Narrows Lane June 1, 2011

Being restrictive covenants to Barrachois Cove, and more fully described in Schedule "A" attached hereto.

1. The covenants shall be in effect until December 31, 2030. Barrachois Cove has been designed for the private use of single family homes (full time and cottage style) and the spirit of the intent must be maintained at all times.
2. In the Restrictive Covenants, unless the context otherwise requires:
 - (a) "Grantor" is Saywood Developments Limited or its authorized agent.
 - (b) "Grantee" means the person, firm or corporation to whom the said lands are conveyed in this Deed, their respective heirs, executors, administrators, successors or assigns.
3. The lands & structures may not be used for retail or commercial purposes of any type. The "Grantee" of the lands shall not permit any use of the lands or structures that may interfere with the privacy and enjoyment of other properties within this development.
4. The "Grantee" must receive written approval of their plans from the "Grantor" prior to commencing construction.
5. No dwelling house or cottage shall be erected or stand upon the said lands or any part thereof which shall have a ground floor area of less than:
 - (a) 1,050 square feet on the main floor in the case of a one storey dwelling.
 - (b) 700 square feet on the main floor in the case of a dwelling of more than one storey but not a full two storeys, provided that the total habitable floor area of the dwelling house above ground shall not be less than 1,200 square feet.
 - (c) 672 square feet on the main floor in the case of a dwelling of two storeys or more provided that the total habitable floor area of the dwelling house above ground shall not be less than 1,344 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 house, excluding garage, porch, verandah and attic.
6. Exterior chimneys on the dwelling house shall consist of either:
 - (a) brick, stone or other masonry products; or
 - (b) Metal/manufactured chimneys must be enclosed and covered with brick or a siding material identical to the siding on the dwelling.
7. All roofs on the dwelling house shall consist of a minimum pitch of six (6) feet of rise in twelve (12) feet of run (6/12). This provision can be reduced or eliminated if a professional architect indicates in writing to the "Grantor" that the structure has architectural considerations which warrant a variation of minimum roof pitch of 6/12.
8. No structure shall be erected or placed on the building lot other than a detached private family dwelling with or without a garage.
 - (a) Garage is defined herein as a structure used or to be used for the housing or protection of motor vehicles.
 - (b) The garage, attached or detached, must be designed and finished in the same style and with the same building materials as the original home.
 - (c) Any detached garage must be situated behind the front line of the dwelling unit.
 - (d) Properties are permitted one attached garage and one detached garage of not more than 864 sq. ft..
 - (e) one storage shed, to be less than 180 square feet, may be constructed on the property. Design and construction must be identical to the design and materials of the single dwelling on the property. This storage shed must be 100 feet or more from the front property line and placed in a manner so it is not obvious from the street or from an adjacent neighbour's property.
9. No dwelling now or hereafter erected on the said lands shall have any of its main walls nearer to the front street line than forty (40) feet.
10. Any fence between the front line of the home and the street property line must be lower than 2 ½ ft and be constructed of masonry products, iron or wooden. Fences in the side and rear yards must be below 5 ft in height and be constructed of ornamental wire, iron or wood. Side and rear yard fencing of wood construction may be either open or closed construction. Screens for landscaping purposes that are in keeping with quality residential standards may be erected upon written approval by the "Grantor".
11. No living tree greater than five (5) inches at the butt shall be cut or removed from the said lands other than those standing within the area to be excavated for the erection of a building without an overall site development and landscaping plan.
12. Landscaping must be: at a minimum grass on all disturbed areas of construction and maintained as normal lawn maintenance.
13. Driveways shall be as a minimum, a layer of crushed stone.

14. The "Grantee" shall complete exterior construction within twelve (12) months of commencement of construction and shall complete landscaping within eighteen (18) months from the commencement of construction. "Grantee" must regularly maintain the construction area to normal residential standards.
15. No horses, cattle, hogs, sheep, poultry or other stock or animals other than household pets normally permitted in private homes in urban residential areas shall be kept upon the said lands and no breeding or boarding of pets shall be carried on upon the said lands.
16. No exterior television aerials or satellite receivers larger than 32" in diameter may be erected or maintained on any part of the said lands. Should satellite receivers which are less than 32" in diameter be installed, the "Grantee" shall install them so that they are not obvious from the street.
17. 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 said lands or in any buildings or on any fence, tree or other structure on the said lands.
18. No boat, motor vehicle, trailer or camper shall be placed, located, kept or maintained between the front line of the dwelling house and the streets for a period of time greater than two weeks.
19. No truck greater than one ton shall be placed, located, kept or maintained on the said lands.
20. No major repairs to any motor vehicle, boat or trailer shall be effected on the said lands, except within a wholly enclosed garage.
21. All garbage, rubbish and waste material shall be stored in metal or plastic garbage cans or in plastic garbage bags.
22. The lands shall not be subdivided at any time without the express written approval of the "Grantor" and sub-dividing of any lot to allow an additional home will not be allowed.
23. The lands intended to be benefited from the within restrictive covenants are those lands shown on a plan of subdivision entitled "Plan of Subdivision showing Parcel BNL (Bluewater Lane & Narrows Lane), Lot 11-S9, Lot 11-S10 and Lot 11-ROW (access right of way) lands of Saywood Developments Limited" filed as Document No: _____ being the lands identified on the subdivision plan as Blocks A, B, C and D plus Lots 11-S9 and 11-S10 and each and every part that may be subdivided from any part of those lands.

The GRANTOR shall make exceptions (in writing) to the above covenants on an individual basis, providing the "GRANTEE" constructs a dwelling greater than 25% larger than covenants and all exceptions will be made keeping the spirit of the intent of the covenants in mind at all times.

SAYWOOD DEVELOPMENTS LIMITED

_____	_____	_____
"Grantor"	"Grantee"	"Grantee"
_____	_____	_____
Date	Date	Date