

WAUGH LANE

Schedule "B"

RESTRICTIVE COVENANTS Lots #15-3A, #15-3B, #15-3C and #15-3D

January 1, 2020

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

1. The covenants shall be in effect until December 31, 2045. Waugh Lane has been designed for the private use of full time and cottage style family homes 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 said Lands are conveyed in this Deed, their respective heirs, executors, administrators, successors or assigns.
3. The lands and 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 or cottage shall be erected or stand upon the said lands or any part thereof which shall have a total floor area of less than 1,800 square feet. A camper will be allowed onsite to assist with construction for up to 2 years.
6. The "Grantee" shall complete exterior construction within twenty-four (24) months of commencement of construction and shall complete landscaping within twenty-four (24) months of construction. "Grantee" must regularly maintain the construction area to normal residential standards.
7. Landscaping must be: at a minimum grass on all disturbed areas of construction and maintained as normal lawn maintenance.
8. No clothesline shall extend north beyond the building on the waterside of the property as it pertains to 15-3A, 15-3B, 15-3C.
9. One storage shed: Maximum size for the shed to be 12' x 16' or not to exceed 192 sq. ft. and maximum height of 11'. It must be placed in a non-obvious location on the property and not extend past the waterside line of the house/cottage.
10. No fence greater than 2.5' will be permitted past the waterside wall of the building. No fence of any type to exceed 4' in height (unless dictated by by-laws of Municipality of Cumberland.)
11. Rentals: A maximum of two (2) rentals per year with a minimum rental period of one month are permitted.
12. 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.

13. 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.
14. 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.
15. No boat, motor vehicle, trailer or camper shall be placed, located, kept or maintained on the property or the private street for a period of time greater than 2 weeks, twice a year.
16. No truck greater than one ton shall be placed, located, kept or maintained on the said lands.
17. No major repairs to any motor vehicle, boat or trailer shall take place on the said lands, except within a wholly enclosed garage.
18. All garbage, rubbish and waste material shall be stored in metal or plastic garbage cans or in plastic garbage bags.
19. 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.
20. The Covenants outlined above are primarily for Lots #15-3A, 15-3B, 15-3C, and 15-3D.

Lots 15-3E and 15-3F are to follow normal zoning bylaw requirements of the Municipality of Cumberland with noted exception that used manufactured homes cannot be erected on the lots.

SAYWOOD DEVELOPMENTS LIMITED

“Grantor”	“Grantee”	Date
Date	“Grantee”	Date