

Schedule "B"
Realco Management Limited
Rum Point Estates
Protective Covenants

The Grantee (Buyer) covenants and agrees with the Grantor (Realco Management Limited) to observe and comply with the following Protective Covenants made in pursuance of a building scheme established by the Grantor. The burden of the Protective Covenants shall run with the lands forever and the benefit of the Protective Covenants shall run with each of the lots and with each part of the land now owned by the Grantor. The Protective Covenants shall be binding upon and enure to the benefit of the heirs, executors, administrators, representatives, successors and assigns of the parties.

1. No building other than a single-family dwelling, with or without an in-law suite, shall be constructed on the land together with appropriate garages and outbuildings constructed and maintained to the standards contained herein. A separate guest cottage may be built to the same standards of the main house. All structures will be subject to the Municipal Bylaws of Lunenburg County. Prior to any construction on the lands approval of the proposed house plans and all outbuildings must be obtained, in writing, from the Grantor. Existing buildings on lot 31 are exempt.
2. The information that must be submitted to the Grantor for approval shall include but not necessarily be limited to the site plan, floor plans, elevations, landscape plans, exterior color and exterior materials.
3. No dwelling, except for existing dwellings on lot 31, shall be erected upon the said lands with a ground floor area, not including a garage, of less than (guest cottages are exempt):

Single story -	1,200 square feet
One & half story –	1,300 square feet
Two story –	900 square feet per floor, minimum 1,800 square feet.
4. The exterior of all new structures (lot 31 exempt) shall be any of the following: wood lap siding with 4" to 6" exposed to the weather, cedar shakes with 4" to 6" exposed to the weather, clay or decorative concrete brick, stone, stucco or quality brand name fiber cement siding. Aluminum or vinyl siding is not permitted without the written consent of the grantor.
5. Roof areas of all new buildings (existing buildings exempt) are to be sloped to a minimum slope of 6:12 (vertical to horizontal) unless the Grantor consents in writing to any exception which may include a flat roof design for a portion of the building to accommodate a deck.

...2...

6. No roof materials shall be used except for asphalt shingles, tile, composite shingles, wood shingles, slate shingles or non-glare metal roofing (lot 31 exempt).
7. Metal chimneys are to be boxed in within six inches of the top of the chimney using the same exterior finish materials as the structure.
8. All driveways must be covered with gravel, prior to the start of construction, to avoid mud being tracked onto the street.
9. The Grantee must meet any and all requirements imposed on his or her individual lot by the Nova Scotia Department of the Environment. Sediment and erosion control devices must be installed to prevent erosion of soil or deleterious materials into any body of water or water course, including the ocean. Any and all disturbed areas after construction must be stabilized to prevent soil erosion.
10. The structures, including single family dwelling, garage, outbuilding and/or guest cottage, must be completed within one year from the date of commencement of construction of each structure.
11. All disturbed areas shall not remain un-stabilized after completion of any structure for more than two months, except when such completion occurs during the winter, in which event they shall not remain un-stabilized for more than two months after the start of the spring growing season. All disturbed areas shall be landscaped and landscaping shall be carried out through the use of sods or other permanent ground covers to prevent erosion.
12. Alterations, additions or changes to any structures or exterior appearances shall not be made without the express written approval of the Grantor.
13. No professional, trade, employment, service, manufacturer, institution, enterprise or business of any description shall be conducted from the lands, except a home office as may be permitted by the municipal zoning bylaws.
14. No signs, billboards, placards, notices or other advertising or informational matter of any kind, except signs of the same size and type ordinarily employed by real estate agents offering the lands for sale or rent, shall be placed on the lands without the express written approval of the Grantor.
15. No exterior aerials, antennas, satellite dish over one meter shall be erected or maintained that is visual from the road.

...3...

16. The lands, including the buildings erected thereon, shall not at any time be used for the purpose of any profession, trade or business whatsoever nor as any pre-school, kindergarten, school, daycare centre, church, hospital, hostel, or other institution, nor as a hotel, apartment house, duplex, boarding or lodging house. The Grantee shall not do or permit to be done on the lands anything that may be a nuisance to the occupants of the adjacent or neighboring properties.
17. No commercial farming operations and no breeding of animals are to be carried on upon the lands and no pigs/hogs shall be kept on the lands .
18. No major repairs to any motor vehicle, boat or trailer shall be effected on the lands except within a wholly enclosed garage.
19. No permanent mobile homes or house trailers shall be parked upon any part of the said lands.
20. No incineration or other refuse burning devise shall be erected or maintained upon the property.
21. No clothes lines shall be erected or maintained on the property that is visual from the road.
22. No firewood shall be stocked piled or maintained on the property that is visible from the road.
23. Any damage to survey stakes or markers or to any services which have been installed by or on behalf of the Grantor caused by the Grantee or any other person or entity working or engaged on behalf of the Grantee shall be repaired promptly at the expense of the Grantee. If the Grantee fails to complete the repairs within a reasonable time, upon receipt of notice from the Grantor, the Grantor may repair the same and recover the costs, including all legal and other professional costs incurred, thereof, from the Grantee.
24. The Grantee shall be responsible for the removal of all material and the cleaning of the mud and gravel or any other material including construction debris which may be deposited on the street or outside the boundaries of or under the control of the Grantee or its employees, agents, invitees or other acting on behalf of or under the control of the Grantee. Any such material shall be removed by the Grantee within 24 hours of receipt of request to do so from the Grantor and if it is not so removed, then the Grantor may cause the material to be removed and recover the cost thereof including legal and other professional cost incurred from the Grantee.

...4...

25. The Grantee shall maintain the exterior of all buildings and other structures on the property in a state of good repair including, without limiting the generality of the foregoing, masonry, exterior lighting, painting and finishes, wood work, grills, trellises, walls, gates and fences. All landscaped areas, structures and all exterior building components shall be maintained in a neat and attractive manner at all times.
26. No refuse or waste piles shall be maintained or permitted to be maintained on the lands.
27. The lands, except for lot 31, shall not be re-subdivided or rezoned without the express written consent of the Grantor.
28. The Grantee agrees and acknowledges that the lands are subject to existing public utility and municipal easements provided the terms of such easements are complied with and are subject to any easement which may be required by the corporation, agency, or authority to provide electric energy or natural gas to the area, or a municipality or any easement required by a municipality to service such area or adjacent or neighboring areas.
29. All lot owners will join "Rum Point Estates Homeowner's Association" which will be formed to maintain the fence along Silver Point Road, the entrance planting, the entrance signage and the common tennis court lot. A yearly fee will be established and billed annually to each lot owner once 50% of the lots are sold and closed. The Grantor will contribute \$250.00 from the sale of each lot to establish an initial fund of \$7,500.00 for the Association. The Grantor will cover all costs until 50% of the lots are sold and closed.
30. The tennis courts will be built upon the sale and closing of 50% of the lots.
31. Notwithstanding anything herein contained, the Grantor may waive, alter or modify the above Protective Covenants in their applications to any lot or lot's, parcel or parcels of land comprising part of the lands known as Rum Point Estates without notice to the owners of any other lot or lots, parcel or parcels of lands comprising part of the lands known as Rum Point Estates as long as it does not alter the overall quality and intent of the development.

...5...

This Schedule "B" must be signed and dated by all parties to the agreement.

Dated at _____ this ____ day of _____ 2009

Witness _____ Buyer _____

Witness _____ Buyer _____

Dated at _____ this ____ day of _____ 2009

Witness _____ Grantor _____