

## Protective Covenants on Estate Lots

The following guidelines are set up to protect the interests of both the Developer and the Purchasers and to assure and protect their investment in the project.

With the intent that the burden of this covenant shall run with the land, the Grantor and the Grantee(s) do hereby respectively covenant and agree with each other and as to the Grantee(s) with the owner or owners from time to time of any other building lot in Hermian's Point Development Ltd. Subdivision to which the benefit and burden of the following stipulations, restrictions and provisions is attached and their, his, her or its respective representatives, successors and assigns, to observe, perform and comply with the following building and other restrictions, namely:

1. No house or other structure shall be erected on any lot except as permitted by applicable Lunenburg County, Ordinances and/or Regulations.
2. No attached or semi-detached, duplex house or apartment house or any house designed for more than one family shall be permitted or shall be erected or stand at any time on any lot or part of a lot in the subdivision, provided however, that a suitable private garage or shed may be erected.
3. The lands and any buildings erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, services, manufacture or business of any description, nor as a day care centre, nursery school, school, hospital, church, or other charitable institution, nor as a hotel, apartment house, rooming house, or place of public resort, nor for any sport (other than such games as are usually played in connection with the occupants of a private residence) nor for any other purpose 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 lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighbouring lands or buildings.
4. No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the said lands or buildings thereon for sale or rent) shall be placed on any part of the said lands or upon or in any buildings or on any fence, tree or trees or other structure on the said lands.
5. No major repairs to any motor vehicle shall be effected save within a wholly enclosed garage.
6. 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 pets for sale shall be carried on upon the said lands.
7. Upkeep of dwelling and property to be maintained at an acceptable level at all times.
8. No living tree having a diameter of three (3) inches or more shall be cut down or removed without the consent of the Grantor or its agent other than trees standing on or within thirty (30) feet of the approved construction site of any residence building, garage or other approved structure, or within five (5) feet of any driveway located on the said property or necessary for construction of septic systems or wells. Following the completion of construction, selective cutting of any remaining trees shall be permitted.
9. All garbage, rubbish and waste materials shall be stored in metal or plastic garbage cans or in plastic bags approved for pickup by the garbage collection service provided that all garbage, rubbish and waste material shall be stored in a sanitary manner in conformity with applicable health regulations and so as not to be accessible to pets and or rodents and in an enclosure large enough so that no garbage, rubbish, waste material or containers are visible.
10. The restrictions herein contained are severable and the invalidity or unenforceability of any restrictions shall not affect the validity or enforceability of any other restriction.

11. It is hereby declared and agreed that this indenture and everything contained herein shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.
12. The Grantee(s) shall provide to the Grantor a site plan showing the proposed location of the dwelling, its elevation, the existing ground elevations and the existing elevations of the street. This site plan shall be signed as approved by the Grantor or a duly appointed representative before any excavation or construction whatsoever is commenced.
13. No building, garage or shed shall be erected on any lot which shall have any of its main walls, verandah, porch, steps or other projection nearer to the boundary line of such lot than forty (40) feet.
14. No structure shall be erected which unduly interferes with the view planes to the water of adjacent or neighbouring properties.
15. Provided always that notwithstanding anything herein contained, the Grantor and its successors shall have 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 any lot or lots or to any part thereof without notice having to be given to the owner of any other lot in the said subdivision.
16. Each estate lot owner will be required to become a member of the Herman's Point Home Owner's Association which will control and fund the following:
  - a) Road maintenance and upkeep;
  - b) Garbage collection;
  - c) Access area to water and water recreation area.

Funding will be on the basis of the total cost divided by the number of sold lots Herman's Point Development Ltd. will maintain all costs until 50% of the lots (i.e. 8 lots) are sold.