



SCHEDULE "B" - 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. "Development Agreement" shall mean that Development Agreement dated the 23rd day of September 2008, made with the Halifax Regional Municipality (HRM) and may be amended from time to time.
3. "Garage" as used herein shall include any structure used, or to be used, for the housing or protection of motor vehicles.
4. 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.
5. 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.
6. No dwelling house shall be created, or stand upon the Said Lands or any part thereof, which shall have a ground floor area of less than:
 - (a) for conventional "R-1" type lots:
 - (i) 1,000 square feet in the case of a one storey dwelling;
 - (ii) 800 square feet in the case of a dwelling of more than one storey but not a full two storeys, and
 - (iii) 600 square feet in the case of a dwelling of two storeys or more, provided that the total habitable floor area of any dwelling shall not be less than 1,200 square feet, excluding the garage, if any.
 - (b) for conventional "R-2" type lots:
 - (i) minimum 600 square feet with 1,200 square feet of total habitable floor area.
 - (ii) each owner of an R-2 property acknowledges the right of the adjoining owner to enter into, on or about the property to install, repair, maintain or replace common features of the dwelling house, including, but not limited to, the party wall, roof, gutters and siding. This right of access is to be exercised upon reasonable notice and at reasonable times, and any damages to the dwelling house shall be repaired immediately by the offending party.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 any garage, veranda or sunroom.
7. No building shall be erected on the Said Lands, or any addition or alteration made thereto, unless the design of such building, addition or alteration and plans therefore, drawn by a duly qualified person, have been approved by the Grantor in writing.
8. The Grantee agrees to complete the 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.
9. The Purchaser acknowledges that the property is subject to a Development Agreement. The Purchaser agrees to abide by the terms of the Development Agreement as it affects construction and maintenance of Sunset Ridge Community. The Development Agreement is available for review at the office of the Grantor and the Halifax Regional Municipality.
10. Landscaping of individual lots, including the placement of top soil and sod, shall occur only during dry weather and shall be completed within two days of top soil being deposited on the individual lot. Top soil shall be placed on the lot, not the street. Temporary stabilization or covering of exposed top soil is mandatory in the event of rainfall during the aforementioned two day period. Excess top soil must be removed from the site or permanently stabilized.
11. Notwithstanding anything herein contained, no building, fence or erection of any kind shall be erected on the Said Lands 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 or the architect for the time being of the Grantor, and no building, fence or other erection shall be

constructed or placed on the Said Lands otherwise than in conformity with such plans, specifications and site plan.

12. It is the policy of Aemco Capital Inc. to be very conscious of the design and appearance of dwelling to provide an aesthetically pleasing streetscape which exhibits a complementary variety of house types and architectural designs. In this regard, a suitable mixture of house types will be encouraged through approval of house designs. The architectural design of the dwellings, particularly with respect to the front elevation design shall be varied. In this regard, a similar house plan having similar roof lines/planes, facade articulation (projections/recesses), fenestration, primary exterior wall color or roof color, shall not be repeated within a three-lot radius on the same side of the street. Specialized trim features shall also be encouraged in order to add variety to the streetscape appearance including front entry detailing, cornice treatment, bargeboards, decorative window mouldings and shutters.
13. A minimum number of parking spaces shall be made available as prescribed by the Development Agreement.
14. Townhouse and Multi-unit developments must conform with the architectural design criteria set out in the Development Agreement.
15. Fuel storage tanks, heat pumps/air exchangers and other similar objects shall be located only in the rear of the lot.
16. No electrical service mounts (house connection, conduit, meter) shall be permitted on the front facade of the dwelling.
17. No mud, debris, building materials or other matter shall be placed by the Grantee or those working or engaged on his 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.
18. 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 of a description, nor as a school house, hospital 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 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 building unless approved under the Halifax Regional Municipality By-Laws, the Development Agreement and by the Grantor.
19. No fence shall be erected or maintained on the said lands or any part thereon other than an ornamental wire, iron or wooden fence of open construction, with or without brick or stone foundations, unless approved in writing by the Grantor, and no such fence shall be higher than five feet (5'), or be situated within thirty feet (30') of the street line in front of the lot on which said fence is erected or within ten feet (10') of any other street line. Screens for landscaping purposes may be erected upon written approval by the Grantor.
20. No signs, billboards, notices or other advertising matter of any kind (except the ordinary sign 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 other structure on the Said Lands without the consent of the Grantor in writing.
21. No trailer, other than for recreational purposes, shall be parked or placed upon any part of the Said Lands.
22. 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.
23. No living tree with a caliper of four inches (4") or greater shall be cut or removed from the Said Lands, other than those located within a road right of way, within the footprint of a habitable building, within 25 feet (25') of the foundation of such a building or where removal is required for safety reasons.
24. No building waste or other 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 grounds.
25. 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 of pets shall be carried on upon the Said Lands.
26. The Grantee shall not withhold consent to the construction of sidewalks, pavement, sewers, watermains and other local improvements which may be petitioned for by the Grantor, and the Grantee shall not withhold consent to the erection or installation and maintenance at the front or side of any lot contained in Sunset Ridge of electric, telephone and/or television poles, lines and equipment and guys and anchors 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.
27. 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 and rear yards shall be fully landscaped on all disturbed areas. All landscaping of disturbed areas shall be effected through the installation of sods.
28. The Grantee shall meet any and all requirements imposed on his individual lot by Halifax Regional Municipality By-Laws, the Development Agreement 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 Grantee.
 29. No satellite dish or other external electronic receiving equipment, greater than 18" in diameter, shall be permitted on the property.
 30. 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.
 31. Provided always that 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.
 32. Contraventions shall not affect the validity or enforceability of 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 costs, ie. providing letters to third parties confirming non compliance with the terms of these covenants, claims, damages, costs or expenses resulting therefrom, including legal fees on a solicitor-client basis.
 33. "Grantor" means Amco Capital Inc.
"Grantee" means the grantee and successors in title.