

APPENDIX "A"

The Shores of Toney Bay

PROTECTIVE & RESTRICTIVE COVENANTS

The Grantee covenants and agrees with Toney Bay Developments Co. Ltd., as the Grantor and hereinafter also referred to as the Developer, to observe and comply with the following stipulations, covenants and restrictions (collectively referred to herein as the "covenants") made in pursuance of a building scheme established by the Developer. The burden of these covenants shall run with the lands described in Schedule "A" attached hereto (hereinafter referred to as "the lands") forever and the benefit of these covenants shall run with each of the lots numbered 1 to 35, inclusive, depicted on the Plan of Subdivision registered at the Cumberland County Land Registration Office as Plan No. 112187605 (the "Shores of Toney Bay Subdivision Phase 1"). These covenants shall be binding upon and enure to the benefit of the heirs, executors, administrators, legal representatives, successors (including successors in title) and assigns of these parties hereto. All references to Grantee herein shall include the Grantee described in the attached deed made between the Grantee and the Developer and the subsequent owner(s) of the lands from time to time as more particularly defined herein.

1. Except as otherwise provided herein, no building other than a single-family dwelling with or without a garage and (or) out-building appurtenant thereto shall be constructed at the lands.
2. Prior to undertaking any site work including clearing, excavation or construction of any building on the lands, approval of the proposed building plans must be obtained in writing from the Developer. The plans submitted to the Developer for approval shall include, but are not necessarily limited to a site development and grading plan, floor plans, exterior elevations and a colour schedule.
3. The primary dwelling constructed on the lot shall have the following minimum size:
 - a. 1,000 square feet for a single story building;
 - b. 800 square feet per floor for a two story building; and
 - c. 900 square feet on the ground floor in case of a dwelling of more than one story but not a full two story.

The measurements of the structure shall be based on the finished exterior dimensions excluding decks, porch, verandah, sunroom and garage.

The building shall meet all requirements of the National Building Code (NBC) and all laws, rules and regulations of municipal and all other applicable authorities.

4. Prior to any clearing or development on the lands, a site development and grading plan shall be submitted to the Developer for approval (the "Site Development Plan"). The Site Development Plan shall show the proposed lot grading, proposed location of the dwelling and all other structures, driveways, service laterals, basement floor elevations, walkways, fences, drainage swales, and other major features including the lake protection buffer zone. It shall also show proposed erosion and sediment control features and measures during construction and proposed final landscaping. The Site Development Plan shall be prepared by a qualified professional in this field of work and shall be signed as approved by the Developer or the

Developer's duly appointed representative before any excavation or construction whatsoever is commenced. In reviewing the Site Development Plan, the Developer shall take cognizance of the requirements of this paragraph, the erosion and sediment control requirement of these stipulations, covenants and restrictions, and the landscape guidelines. Site Development Plans not giving appropriate consideration to these requirements will be returned for revision prior to approval. Final grading and landscaping of the lands shall be generally in accordance with approved Site Development Plan.

5. No alteration, addition, or change to a structure or exterior appearance including colour shall be made except with the express written approval of the Developer.
6. No outbuilding, privacy screen, wall, deck, gazebo, fence, gate, post or other structure shall be constructed and maintained on the lands until the plans, specifications and site plan have been submitted to and approved in writing by the Developer. The Developer may in its absolute discretion refuse to approve any such plans or proposals, which, in its opinion, are unsuitable or undesirable in relation to the character of the surrounding area. The Developer may also in its discretion establish from time to time boundary set-back requirements more stringent than those that may be established by any governmental authority and in place from time to time.
7. The lands shall not be re-subdivided or re-zoned at any time without the written approval of the Developer.
8. No mobile homes shall be erected, brought upon or maintained on the lands. No travel trailers or motor homes shall be maintained on the lands as primary residences except during the period leading up to construction and completion of construction, such period not to exceed 18 months. This covenant is not intended to prevent the owner(s) of the lands from owning a motor home and keeping it on the lands when not in use.
9. No signs, billboards or any other advertising of any kind other than real estate pertaining to the lands for sale shall be erected on the lands, placed or maintained on the lands, structures or trees without the express written approval of the Developer
10. No healthy tree with a butt diameter greater than 4" shall be removed without the prior written consent of the Developer, except those trees which must be removed for the purpose of construction in accordance with the approved Site Development Plan. If any tree is otherwise cut down, destroyed or removed an equivalent tree shall be replaced at the cost of the Grantee.
11. No landscaping of the lands surrounding any building erected shall remain uncompleted for more than 6 months after the substantial completion or occupancy of building on the lands, whichever is earlier. Any portion of the lands not landscaped after this period may be completed by the Developer at the Grantee's expense.
12. No nonfunctioning vehicles or equipment shall be stored on the lands except within a wholly enclosed garage. No major repairs to any motor vehicle, boat, trailer or other equipment shall be done on the lands except within a wholly enclosed garage.
13. No incineration of refuse will be allowed on the lands
14. No refuse or waste pile shall be maintained or permitted to be maintained on the lands, except

that for garden compost in a contained system approved in writing by the Developer.

- 15.. No horses, cattle, hogs, sheep, livestock or animals other than household pets normally kept in private homes in urban residential areas shall be kept on the lands unless approved in writing by the Developer.
16. No business, trade, profession, employment, service, or manufacturer of any type or description shall be operated on or from the lands. Nor shall the following be permitted on the lands: yard storage, parking or storage of heavy equipment.
17. The lands shall be kept clean, sanitary, free from fire hazard at all times and all landscaping shall be maintained in a manner consistent with other properties in the surrounding neighbourhood.
18. Subject to the approval of the Developer and obtaining the appropriate permits from the Nova Scotia Department of Environment and (or) any other governmental authority having jurisdiction, depending upon the elements to be constructed, it is acceptable to build a wharf, boat-house, gazebo or similar features providing the construction is done in a careful and prudent manner, that it does not destroy mature trees and that particular care is taken during excavation or placing of building supports to prevent soil materials from being washed into the adjacent bodies of water.
19. All disturbed areas on the lands shall be stabilized as soon after building completion as possible and within one month after completion, or where completion occurs during the winter, the start of the spring growing season. All disturbed areas shall be landscaped and landscaping shall be carried out through the use of sod or other permanent ground covers to prevent erosion.
20. No use of heavy equipment shall be conducted on the lands except in accordance with the following guidelines: The use of heavy mechanical equipment within the bow spread of trees to be maintained on the lands shall be kept to a minimum. Where use of such equipment is necessary to implement the approved Site Development Plan, the operator shall take extreme care not to damage the bark, limbs or roots of the tree. Additional mats or soil shall be placed on the ground surface to protect the roots and any roots, or limbs, which are encountered or damaged during excavation, shall be neatly cut and sealed and bark scrapes shall be sealed.
21. No development or excavation shall be commenced on the lands until all the erosion and sediment control features and measures shown on the approved Site Development Plan(s) have been put in place. Such features shall be maintained until completion of stabilization of all disturbed surfaces.
22. No discharge of discoloured water or water-carrying sediment is permitted into watercourses. Use of adequate filtering systems to prevent sediment runoff from the Property shall be established and implemented. All exposed excavated material on the Property shall be stabilized to control sediment runoff.
23. Any areas which now or in the future become bare and cause erosion due to surface water runoff shall be landscaped and stabilized in a manner which will prevent erosion.

24. Each Grantee consents to the installation and maintenance of power, telephone and television lines, poles, towers, wires, anchors and equipment (hereinafter called the "equipment") above and below ground as may be required in the opinion of the Developer or the utility provider for the provision of wire, electricity, telephone and other public services to the existing or future residences located at the lots. This consent includes consent to provide permanent easements for the equipment, and includes permission for the utility provider and their servants and agents to enter upon any lot for purpose of installing and maintaining the above noted equipment, subject however to the utility provider being obligated not to permit waste thereon and being further obligated to restore the Lot in a reasonable manner to its original condition. This consent further permits the utility provider to cut trees and or tree limbs in the vicinity of any overhead primary distribution as required for purposes of safe transmission of wire, electricity, telephone or other public services. Notwithstanding the foregoing, nothing herein shall require any Grantee to remove or relocate any approved and pre-existing building or structure that may otherwise be required to accommodate a service easement.
25. Notwithstanding anything herein contained, the Developer may waive, alter, or modify any of the above covenant's and their application to any lot or lots, parcel, or parcels of land comprising part of the Shores of Toney Bay Subdivision Phase 1 without notice to the owner of any other lots, parcel or parcels of lands comprising part of the Shores of Toney Bay Subdivision Phase 1 so long as the nature and character of the subdivision is not substantially altered, as determined by the Developer, acting reasonably.
26. The covenants and restrictions herein are severable and the invalidity or unenforceability of any covenants or restrictions shall not affect the validity or enforceability of any other covenants or restrictions.
27. Notwithstanding anything herein contained, the Developer may at any time assign all or any part of its rights that arise under the covenants.
28. In the event enforcement of the covenants is required, the party in default is responsible for all claims, damages, costs or expenses resulting therefrom including legal fees on a solicitor-client basis.
29. After all the building lots in the Shores of Toney Bay Subdivision Phase 1 and, at the discretion of the Developer, any other adjacent lands that are owned and designated by the Developer have been sold by the Developer, the Developer may at any time thereafter and at its option, assign its role in relation to the covenants set out herein to a residents association (the "Shores of Toney Bay Residents Association") in which each owner or owners of the building lots within the Shores of Toney Bay Subdivision Phase 1 shall be a member and with such rules and procedures as may be established by the Developer. No Grantee shall refuse to be an active member of the Shores of Toney Bay Residents Association and each Grantee shall sign such membership documents a may be reasonably required to establish the Toney Bay Lake Residents Association. The lands and each of the other building lots within the Shores of Toney Bay Subdivision Phase 1 and such other lands designated by the Developer shall each have one (1) vote to be exercised by the owner or owners of the lands in question at all meetings and for all purposes. The Grantee and each of the other members of the Shores of Toney Bay Residents Association shall pay to the Shores of Toney Bay Residents Association such fees, dues, levies and assessments as are imposed from time to time by the Shores of Toney Bay Residents Association for the purpose of carrying out its objectives.

30. Upon the Developer assigning its role in relation to the covenants set out herein to the Shores of Toney Bay Residents Association, the Shores of Toney Bay Residents Association, with the consent of 60% of the building lots falling within the jurisdiction of the said association (each building lot shall have one vote regardless of the number of owners of the lot in question), may vary, alter, amend, waive, modify or remove any of the stipulations, covenants and restrictions set out herein in respect to the Property or any other building lots in the Shores of Toney Bay Subdivision Phase 1 and such other lands designated by the Developer to which the benefit and burden of the stipulations, covenants and restrictions is attached, so long as their substantial character is maintained.
31. The Developer or the Shores of Toney Bay Residents Association, as the case may be, is not obligated at any time to take any steps or action to enforce any of these stipulations, covenants and restrictions. In the event that any steps or action to enforce these stipulations, covenants and restrictions is taken, the party in default shall be responsible for all claims, costs or expenses resulting therefrom including legal fees on a solicitor-client basis.
32. If any party requests a certificate of compliance for the purpose of certifying whether or not there has been any default in respect to the stipulations, covenants and restrictions set out in this Appendix, that party shall be responsible for the cost of any qualified engineer or architect practicing within the Province of Nova Scotia who has been retained by the Developer or the Shores of Toney Bay Residents Association, as the case may be, for the purpose of reviewing the approved plans, inspecting the Lot in question to determine if there has been substantial compliance with the approved plans or if there are any defaults under this Appendix and generally doing all acts necessary for the purpose of providing a Certificate of Compliance.
33. (a) Unless otherwise provided herein, all notices, requests, demands, claims, and other communications (hereinafter collectively called the "Notice") hereunder shall be in writing and shall be delivered by certified or registered mail (first class postage pre-paid) or guaranteed overnight delivery to an owner of the lands at the address listed by the applicable land registration office at that Owner's address or by hand.
- (b) Each Notice shall for all purposes of these covenants be treated as effective or having been given when delivered if delivered by hand, by messenger or by courier, or if sent by registered or certified mail, upon receipt.
- (c) The approval or consent of an owner shall be deemed to have been granted unless notice to the contrary is provided by that owner to the party seeking approval or consent within 30 days of the effective date of the delivery of the request for approval or consent.
- (d) If there is more than one owner of any of the lands or any lot, then, delivery of any Notice as provided herein on any one of the owners of those lands or that lot shall be deemed to be delivery on all of the owners of those lands or that lot.
34. The Developer may at any time and from time to time designate an agent to perform the role and function of the Developer on behalf of the Developer in respect to all or any the stipulations, covenants and restrictions set out in this Appendix.