

SCHEDULE "E"

The transferee, its successors and assigns, hereby undertakes to perform the covenants and conditions set forth hereafter:

1. No building shall be constructed on the said described lots for use in whole or in part for industrial or commercial purposes, or for the use as a club or the like in which alcoholic beverages are consumed, whether for profit or not, or as a rooming or boarding house, or motel or trailer court or the like. Providing, nevertheless, that this paragraph shall not prohibit the construction and use of a building or part thereof as a two-car family garage, a library, a public school, a church, a public hospital, a professional office for use by a physician, dentist, lawyer, engineer, a real estate agent, post office, telephone exchange or fire station.
2. No house trailer shall be allowed to remain on the said lot, if it is put to use as a dwelling.
3. No billboard or advertising sign or posters shall be erected or placed on the said lot or on any common roadway, lane or reserved right-of-way adjacent thereto; excepting markers, name plates and the like designating the name, authorized business or profession of the occupant; and also excepting sale and rental signs, and the map of the subdivision.
4. One dwelling structure only shall be constructed on each lot shown on the plan of subdivision or any amendments thereto.
5. Living accommodations in each unit in each residential building shall not be less than 1400 square feet for a lot greater than 1500 square meters and shall not be less than 1100 square feet for a lot less than 1500 square meters and no cesspool or outside privy shall be placed on the said lot.
6. Construction of any dwelling shall be carried through to completion within ten months from the commencement of construction (outside only).
7. Pre-fab chimneys, if visible from front street, to be boxed or closed in and to have pleasant appearance.
8. All buildings shall be constructed and completed for full year occupancy; so that buildings, cottages and camps for summer or seasonal occupancy are prohibited.
9. After the construction of the said building, the party of the second part shall grade the lot, cultivate a lawn adjacent to the building and keep the same in a neat appearance.
10. Insofar as it is at all practical, in the opinion of the contractor installing services, all such installations shall be carried to the nearest reserved right of way as shown on the said plan, the same including poles for overhead electrical and telephone connections, or underground connections for the same; or for any other service such as water and sewer.
11. The party of the second part shall observe all requirements by any public authority as to the location of any building on the lot in relation to its distance from any public road or highway; and without restricting the foregoing no such building shall be constructed within twenty-five feet of the front line of said lot, or within fifteen feet of side line or rear line of such lot.

12. The party of the second part shall not keep or maintain any livestock or poultry on the said lot, nor any apiary, nor any kennel for dogs and cats, or the like, but may keep family pets to the extent of not more than two for each family unit.

13. The party of the first part shall exact in all other deeds of the lots forming part of the subdivision, the same or similar covenants and restrictions as are herein set forth but with full liberty to grant special exemptions, or to exact special restrictions which the party of the first part considers to be in the best interest of all the lot holders in the development of the subdivision.

14. House plans to be approved by the Developer.

15. The party of the second part shall be required to carry out the following landscaping works within twenty-four (24) months after occupancy of the dwelling. Failure to comply with said landscaping works shall render the party of the second part liable to having the work carried out at his expense by the Town of Quispamsis:

(i) The party of the second part is required to landscape the drainage ditches to the gravel shoulder, taking care not to interfere with the drainage pattern of the culvert system;

(ii) Removal of all dead trees, major broken limbs and any limbs or trees likely to interfere with utility company services, buried sewer services, sidewalks, ditches or street lighting;

(iii) Removal of unsightly or dense underbrush likely to present a fire hazard.

(iv) The provision of a gravelled or paved pathway, driveway, or car parking space within the lot;

(v) Landscaping by mowed lawns, flower beds or gravelled or paved driveway between the building and street frontage and for a distance of not less than 4.5 meters in the remaining directions;

(vi) Maintenance of all lot corner pins which must be established by the Developer before a building permit is obtained;

(vii) Any proposed fences or walls shall require Town of Quispamsis consent prior to construction.

16. No Contractor other than Bonney Construction Ltd. is to build on the lots, provided Bonney Construction's price is comparable.

17. The party of the second part shall be required to commence construction of dwelling within 12 months of purchase of lot or at the option of the party of the first part, the party of the second part will convey back to the party of the first part the said lot at the original purchase price.