



RESTRICTIVE COVENANTS SUBDIVISION

1. The lots shall be used for private residential purpose only and no attached or semi-detached house, duplex or apartment or any house designed for more than one family shall be erected on the lots. Not more than one detached dwelling house with either an attached or a detached private garage may be erected on any one lot.
2. No residence shall be used for any other purpose than that of a private dwelling for a single family.
3. The lots and any building erected on the lots shall not be used at any time for the purpose of any profession, trade or business of any description nor as a school, hospital or other charitable institution, nor as a hotel, bed and breakfast establishment, lodging house or place of public resort.
4. The transferee shall comply with all federal, provincial and municipal statutes regulations, by laws and zoning requirements in connection with the construction on and use of the lot hereby conveyed.
5. Each lot shall remain intact as one parcel of land and shall not be re-subdivided.
6. No horses, cattle, hogs, sheep, poultry or other stock or animal other than house hold pets normally permitted in private homes in urban residential areas shall be kept upon the lots. No breeding of pets for sale, nor the keeping of pets in a kennel, shall be carried on upon any of the lots.
7. No commercial vehicle larger than a three quarter ton truck and no unused vehicle shall be kept on any of the lots except in a garage.
8. Storage or primary parking for recreational vehicle, motor home, trailers, campers or such similar vehicle or equipment shall not be on any area of the lot between the front building/foundation line and the street front property line.
9. No building shall be erected on any of the lots unless the plans and specifications for it have been submitted to the transferor, and the transferor's approval in writing obtained, and every building shall be placed on the lots in a position approved by the transferor. Any such approval shall not be unreasonably withheld.
10. No addition to any building shall be erected unless the plans and specifications have been submitted to the transferor and the transferor's approval in writing obtained. Any such approval shall not be unreasonably withheld.

11. Every building shall be completed in accordance with the approved plans and specifications before it is occupied, and not later than one year after the commencement of construction, and no building shall be deemed to be completed until the grounds and lawn surrounding the building are improved in a manner as to be in keeping with the general appearance of the surrounding lands.
12. No dwelling house shall be erected, or stand upon the said lands, or any part thereof, which shall have a ground floor area of less than:
 - a. 111 square metres, in the case of a one storey dwelling;
 - b. 74 square metres, in the case of a dwelling of more than one storey but not a full two storeys;
 - c. 65 square metres, 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 130 square metres;

The measurements for calculations of the areas referred to in this paragraph number shall be taken as the outside measurements of the main walls of each dwelling house, excluding garage, veranda, and sunroom.

13. The minimum setback shall be in accordance with the provisions of the town of Sackville zoning by-laws.
14. No sign or advertising matter of any kind except for ordinary signs offering a lot or the building on it for sale or rent shall be placed on any of the lots, or on the building, fences or trees on the lots.
15. No excavation shall be made on any of the lots except excavations for the purpose of building 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 lots except with the prior approval of the transferor. Such approval shall not be unreasonably withheld.
16. No living tree shall be cut down or removed within three metres of the side boundaries and three metres of the rear boundary of any lot without the approval of the transferor. Such approval shall not be unreasonably withheld.
17. The transferee shall keep the lot of land hereby conveyed in a neat and tidy condition both during the course of any construction of buildings and thereafter and will comply with any reasonable request made by the transferor in respect of the appearance of the lot.

18. No satellite receiving dish with a diameter exceeding 71 cm shall be placed on any of the lots.
19. The transferor may reasonably waive, alter or vary these restrictive covenants with the consent of a majority of the owners of the other lots. Any such consent shall not be unreasonably withheld.
20. Any required approval of the transferor may be dispensed with, if the grantee has attempted, by all reasonable means, to locate the grantor for a period of at least 30 days and has been unable to do so.
21. The transferor, and any owner of the other lots to which these restrictive covenants are attached, have the right to enforce these covenants.
22. The burden of these restrictive covenants shall run with the lots in the Progress Developments Ltd. subdivision.