



Mary's Riverside Subdivision Restrictive Covenants

With the intention that the benefit and burden of these covenants shall run with the land, the Grantor and the Grantee do hereby covenant and agree with each other and as to the Grantee, with the owner or owners from time-to-time of all or any other lands in the Subdivision comprising 12 Lots on the St. Mary's River in Lower Caledonia, Nova Scotia developed by Smithfield Estates hereinafter referred to as the "lands"

1. Except for the purpose of pest control, there shall not be any hunting or trapping of wildlife on the lands. No firearms shall be discharged on the lands.
2. There shall not be any fences erected on the lands that may impede the movement of wildlife.
3. Except as required for the construction of roads, septic systems and buildings, there shall not be any clear cutting of woodlands, No cutting of trees within 50 feet of property lines (sideline) without the written consent of adjacent owners.
4. There shall not be any signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the lands or buildings thereon for sale or rent or signs identifying individual lots and owners of such) placed on any part of the lands or upon any buildings or on any fence, tree or other structure on the lands.
5. There shall not be major repairs to any motor vehicle on the lots.
6. The property shall not be used for any purpose other than as a year-round or seasonal residential dwelling.
7. No creosote-treated wood shall be used in the construction of any structure on the lands within 75 feet of the ordinary high-water mark of the St Mary's River.
8. There shall not be any building erected on the lands within 50 feet of the property side boundary lines and 40 feet from the highway.
9. There shall not be any animals kept on the lands other than household pets normally permitted in private homes in urban residential areas.
10. No structure on the lands shall be allowed to fall in a state of disrepair.
11. No exterior lighting shall be erected on any one Lot that sheds light beyond boundaries of that Lot without the express permission of the owner of neighboring Lot upon which the light is shed.
12. No incinerator or other refuse-burning device shall be erected or maintained upon the lands.
13. No refuse (except normal household refuse), building waste, car bodies or obnoxious access to such refuse by animals, and the refuse and containers in which it is placed shall not be visible from neighboring Lots or other properties, St Mary's River, or any common roadways.
14. No household refuse shall be stored on the lands except in a manner that prevents access to such refuse by animals, and the refuse and containers in it is placed shall not be visible from neighboring Lots or other properties, St Mary's River, or any common roadways.
15. There shall not be any use of herbicides, insecticides or fungicides on the Lots.
16. The Grantee and subsequent owners of the lands hereby conveyed, while they own the lands, agree to support the incorporation and objects of a property owners' association to oversee the maintenance and improvement of the road and other communal aspects of the Subdivision, and to be members of such association.

17. In the event that any one or more of the said restrictions shall be declared unenforced by a court of competent jurisdiction then the remainder of the restrictions shall remain in full force and effect.

As stated above, these restrictions are for the benefit of the owners from time-to-time of the lands. When ownership in a lot is transferred, the new owner is bound by the restrictions. If any owner fails to comply with a restriction, any other owner shall have the legal right to seek an injunction and/or damages. An owner is liable in damages in an action in contract only in breach of the restriction that occurs while they are the owner of the property. Enforcement of the restrictions lies with the owners of the Lots and there is no obligation on the Developer Grantor (being the developer of the Subdivision) to enforce the restrictions.

The Developer Grantor retains the right to waive, alter, or modify these restrictions (or any one of them) by written instrument, without having to be given to the owner of any other lands in the Subdivision.