



Aspotogan Ridge

Restrictive Covenants

WHEREAS it is the intention of Aspotogan Ridge Inc. as general partner of Aspotogan Ridge Limited Partnership (the “**Developer**”) to create a building scheme allowing for the development of the Aspotogan Ridge Lands (as defined in the attached Warranty Deed) as a residential community, known as “**Aspotogan Ridge**”, that is in harmony with its wilderness setting and that ensures that the natural beauty and resources of this community are protected for the use and enjoyment of all current and future residents.

AND WHEREAS it is the intention of the Grantee that it and the Lands (as defined in the attached Warranty Deed) are to be bound by the building scheme created herein such that the covenants within the building scheme can be enforced against the Grantee by the Developer and any subsequent owner of land within the Aspotogan Ridge Lands.

NOW THEREFORE the Developer and the Grantee agree that each shall be bound by and comply with the following covenants:

1. No home, structure, landscaping or other improvement to the Lands shall be built or made other than in accordance with all applicable municipal, provincial and federal laws.
2. No residence shall be constructed having floor areas that are less than the following minimum standards:
 - a. One story residences on serviced lots shall not have less than 1000 square feet of interior floor area;
 - b. One story residences on unserviced lots shall not have less than 1200 square feet of interior floor area;
 - c. Two story residences on serviced lots shall not have less than 1600 square feet of interior floor area between two floors; and

- d. Two story residences on unserviced lots shall not have less than 1600 square feet of interior floor area;

In all cases, the calculation of interior floor area shall exclude garages, carports, breezeways, patios, and similar structures not part of the main residence.

3. No portable or instant sprung structures (e.g., vinyl, plastic, cloth material stretched over ridged metal pipe or wood) shall be placed on the building lot. (These types of structures are often referred to as instant garages or instant storage units.)
4. No signs, billboards, or other advertising matter of any kind (except the ordinary signs offering the Lands and the buildings thereon for sale or rent) shall be placed on any part of the Lands or upon any buildings, fence, tree, or other structure on the Lands unless in an area designated by the Developer for recreational or commercial use.
5. No mobile homes, tents, or other portable or temporary housing accommodation may be placed on the Lands for the purpose of storage, or as a temporary or permanent residence, except as follows:
 - a. Temporary accommodation or storage may be placed on the Lands for a two-year period during the time that a permanent residence is being constructed, starting from the date of the commencement of construction; and
 - b. Storage of motor homes, 5th wheel trailers, travel trailers, and boats shall be permitted on the Lands provided best efforts are made to store these items in the most inconspicuous and tidy manner possible.
6. No secondary/detached buildings to be used for temporary or permanent accommodation shall be placed on the Lands.
7. No buildings shall be placed within 20 feet of the Aspotogan Ridge Golf Course property line and no residence or any portion thereof may be constructed within 50 feet of lands designated for use as part of the Aspotogan Ridge Golf Course fairways and greens.
8. No unlicensed motor vehicles, including but not limited to cars, trucks, vans, buses, motorcycles, snowmobiles, and all-terrain vehicles, shall be stored outside. Abandoned and/or derelict vehicles shall not be placed on the Lands.
9. No horses, cattle, sheep, or animals other than household pets normally permitted in private homes shall be kept upon the Lands. No breeding of pets for sale shall be carried out upon the Lands. Household pets shall be confined within

the building lot or shall be on a leash. The Lands shall not be used to permit free roaming pets unless properly fenced in on the Lands.

10. No garbage, rubbish, refuse, and waste materials shall be permanently disposed of on the Lands, nor shall any such materials be stored on the lands unless so stored on a temporary basis in a closed storage unit secured against leakage or entry by pets and wildlife.
11. No incinerator, garbage-burning barrel, or similar devices shall be placed or used on the Lands with the exception of properly constructed and maintained composting units, properly certified wood-burning appliance/heating devices contained within the residence, barbeques and properly constructed wood burning devices used for cooking or bonfires provided such devices are permissible under the applicable regulation.
12. No commercial business or non-profit association may be conducted on the Lands unless such activity is wholly contained within the buildings on the Lands. No parking by non-residents in connection with such activities shall be permitted on the Lands.
13. These Restrictive Covenants bind the Lands and all other lands within the Aspotogan Ridge Lands and may be enforced by any owner of lands equally bound by these Restrictive Covenants.
14. These Restrictive Covenants may be modified or waived by the Developer, its successors and assigns, in its sole discretion without notice to or consent from any land owner. These Restrictive Covenants may otherwise be modified or waived by a vote of 75% of the landowners within the Aspotogan Ridge Lands.

Community Covenants

WHEREAS Aspotogan Ridge Inc., as general partner of Aspotogan Ridge Limited Partnership (the “**Developer**”), the Grantee and the residents of Aspotogan Ridge (the “**Residents**”) wish to create a community that exists in harmony with its surrounding environment yet offers certain services and amenities for the benefit of the residents.

AND WHEREAS it is the intention of the Developer, the Grantee and the Residents that all landowners participate in the benefits of such a community and the cost and responsibility of delivering such a community

NOW THEREFORE the Developer and the Grantee agree that each shall be bound by and comply with the following covenants:

Aspotogan Ridge Community Association

1. The Developer shall incorporate a society under the Nova Scotia Societies Act to be known as the Aspotogan Ridge Community Association (the “**Association**”).
2. The purpose of the Association shall be to govern the provision of common services and amenities to the residents within Aspotogan Ridge and to allocate the costs of such services amongst the Residents by the levying of an initiation fee and an annual membership fee.
3. The membership fee shall be set by the executive of the Association and shall be based upon a reasonable estimate of the costs associated with the services and amenities to be provided by the Association and shall be equivalent to the total annual costs budgeted by the Association multiplied by the ratio expressed as 1 lot / total lots within Aspotogan Ridge.
4. The Grantee agrees to become a member of the Association, hereby joins and is accepted as a member, and shall remain a member in good standing so long as the Grantee owns the Lands.
5. The Grantee agrees that its initiation fee and membership fees shall be collected by the Municipality of the District of Chester as part of the property taxes levied against the Lands.
6. The Association shall have no authority in any way over the operation of the business of the Developer where it applies to the Aspotogan Ridge Golf Course, subdivision development of the Aspotogan Ridge Lands, or any other business or ventures the Developer may see fit to establish or operate within Aspotogan Ridge.

7. The first board of directors and officers of the Association will be appointed by the Developer upon the creation of the Association. At the first annual general meeting of the Association (and every annual general meeting thereafter), the members shall elect board members and officers in accordance with the by-laws of the Association.
8. The Developer shall at all times be able to elect to place a representative on the Association's board of directors with the full powers of a director under the by-laws.
9. Voting in the Association shall be done on a one vote per lot basis. For greater certainty, where a lot is owned by more than one individual only one individual, as designated by the Grantee, shall be named as a member of the Association. If the Grantee fails to designate an individual, the first name appearing on the attached Warranty Deed shall be made a member. If that individual ceases to be an owner of the Lands, the next appearing individual shall be made a member automatically.
10. In the event of the death of the Grantee, the Grantee hereby agrees that the amounts that would otherwise be membership fees owing shall be a debt binding upon his or her estate and may continue to be collected through property taxes levied against the Lands.
11. The initial services to be provided by the Association include:
 - a. Road maintenance;
 - b. Road snow clearing;
 - c. Residential garbage collection; and
 - d. Maintenance of walking trails and green areas within Aspotogan Ridge.
12. The provision of other services or amenities by the Association must be confirmed by a vote of 75% of the members.

Aspotogan Ridge Golf Course

13. Each lot in Aspotogan Ridge shall be eligible, as of right, to acquire two (2) memberships (a "**Resident Membership**") at the Aspotogan Ridge Golf Club (the "**Golf Club**"). The Grantee shall, before May 1st in each year, designate individuals in whose name the memberships shall be recorded.
14. The price of the Resident Membership shall be at the posted non-resident annual fee less a 20% discount.
15. Residents can upgrade a Resident Membership such that it is allocated to a lot, as opposed to an individual, in order to allow play by guests. The price for such upgraded membership shall be at the posted non-resident annual fee plus 50%.

Upgraded Resident Memberships may not be used by a non-resident individual for more than 20 full 18 rounds per year.

16. Residents may purchase a “**Resident Social Membership**” that will have the same rights and obligations as non-resident social memberships. Residents may purchase Resident Social Memberships at the annual posted rate for such membership less 20%.
17. The Grantee agrees that the Grantee and all Residents will benefit from having a well maintained and operated Golf Club and ensuring the Golf Club remains a viable enterprise. A successful and desirable golf club will develop the vibrancy of the community and assist to preserve the value of the Lands. Should the Grantee elect not to purchase one or more Resident Memberships or Social Resident Memberships, the Grantee shall pay an annual sustaining fee of \$150 plus applicable taxes for any of the two Resident Membership that is not purchased each year (the “**Golf Club Sustaining Fee**”). The Golf Club Sustaining Fee shall be collected as part of the Association membership fees via the collection of property taxes and may be subject to increases on an annual bases in an amount not to exceed the Consumer Price Index for the region.
18. The Grantee acknowledges that this is a public golf club and that memberships issuing the same rights other than price may be issued to non-residents.
19. The right to acquire the two Resident Memberships contemplated above may only be transferred to a future purchaser or transferee of the Lands provided that such future owner executes a deed or other written and registerable instrument acknowledging and assuming the rights and obligations under the Restrictive Covenants and the Community Covenants.
20. No Golf Club membership is transferable.
21. All memberships are subject to the terms and conditions of membership established by the Golf Club from time to time.
22. The Grantee releases the Developer and the owner of the Golf Club and from time to time from any claims for loss or damage to persons or property arising from the use and operation of the Golf Club, including without limitation, damage or loss caused by errant golf balls or equipment, and indemnifies the Developer and the owner of the Golf Club from time to time for any such claims for loss or damage made by guests or invitees to the Lands. Any use or occupation of the Lands by a third party permitted by the Grantee is done at the sole risk and liability of the Grantee and the Grantee is solely responsible for obtaining similar releases and indemnities in its favour from such third parties.

Aspotogan Ridge Construction and Building Covenants

23. The value of the homes within Aspotogan Ridge would be negatively affected if purchasers of lots did not construct acceptable residences within a reasonable period of time. Accordingly, the Grantee agrees that construction of a permanent residence meeting the building standards of Aspotogan Ridge contained herein must be completed within two (2) years of the Grantee acquiring the Lands (the “**Completion Date**”). Should construction not be completed by the Completion Date the Association shall collect a delay charge as a genuine pre-estimate of damages arising from the failure to build on the Lands (the “**Delay Charge**”). The Grantee acknowledges that quantifying the damages arising from the failure to meet the Completion Date is difficult and having given due consideration (and the opportunity to seek independent professional advice) accepts the Delay Charge as a genuine pre-estimate of damages. The Delay Charge collected shall be used by the Association to reduce the amounts otherwise charged to the Residents so that those other Association members who suffer damage from the failure to build are compensated in the form of reduced fees. The Delay Charge shall be in the following escalating amounts as the case may be:

- a. \$250 for every 30 days after the Completion Date;
- b. \$500 for every 30 days after 180 days after the Completion Date; and
- c. \$1000 for every 30 days after 360 days after the Completion Date.

Subject only to the consent of the Developer, which may be withheld for any reason at the Developer’s sole and unfettered discretion, the Grantee and Association may enter into an agreement for a holding fee in lieu of a Delay Charge in an amount and for a period of time acceptable to the Association.

24. All building plans must be submitted to the Developer prior to applying for a building permit.

25. All construction, renovation, landscaping, or other improvements to the Lands must be completed in compliance with all municipal, provincial and federal regulations including securing permits prior to commencement or completion of such work.

26. All standards expressed or implied in these covenants are minimum standards and nothing shall preclude the Grantee from using superior products or methods excepting where the standard is stylistic in nature in which case the consent of the Developer must be obtained for any variances from the standard.

27. All driveways shall be constructed at the cost of the Grantee and must include a metal or PVC culvert with end caps. Culverts and crossings shall be installed within 12 months after purchase of the lot.

28. Each driveway, where it enters the roadway, shall have a permanent marker indicating the lot number of the property.
29. All residences must be designed and constructed in such a way as to form an attractive and integral part of their environment. All exterior finishes shall be a natural material or having the genuine appearance of natural materials and shall be of a color complementary with a natural environment (i.e., earth tones).
30. Metal chimneys shall be enclosed or encased in the same material as the home's exterior finish if permissible by code.
31. Exterior structures, such as any detached building (e.g., garage, shed), must be constructed with the same exterior finish material and the same roofing material as the primary residence, using earth-tone colours.
32. The elevation of the building lot shall not be changed so as to materially affect the surrounding lots with regards to drainage and aesthetics.
33. All landscaping will be completed within one year of completion of the exterior of the residence. Lot owners will be responsible for the regular cutting and neatness of the drainage ditch on their frontage. This includes grass cutting and weed removal.
34. The dwelling and property are to be kept in a neat and tidy condition at all times to the reasonable satisfaction of the Grantor.
35. The Department of National Defence operates a radio communications site to the west of Aspotogan Ridge and have created a buffer zone to prevent Electromagnetic Interference (EMI). Lots within the zone are subject to the restrictions in Schedule "CC" attached hereto.
36. The Developer has performed a legal survey on the subdivision in block-plan form, and a copy of the plan of survey will be registered at the land titles office for Lunenburg County. All building lot property boundary markers installed by the Developer are approximate in location and are not legal property line survey markers. All further survey work shall be done at the expense of the Grantee. Any conflicts arising out of impingements on property lines or offsets are the responsibility of the Grantee.

Grantee's and General Covenants

1. The Grantee covenants to be bound by and comply with these Community Covenants.
2. Should the Grantee sell or otherwise transfer the Lands, the Grantee shall obtain a written and registerable acknowledgement and assumption of these

Community Covenants from the transferee and should the Grantee fail to do so the Grantee agrees that it shall continue to be liable for all fees and charges contemplated by these Community Covenants until such time as the aforementioned acknowledgement and assumption by the transferee is recorded against title to the Lands.

3. In the event that the Grantee is more than one individual all liability arising under these Community Covenants shall be joint and several.
4. The determination of one or more of the Community Covenants as unenforceable shall not effect the enforceability of the remaining covenants.
5. These Community Covenants shall be enforced by the Developer unless the Developer assigns it rights or a portion thereof to the Association, which the Developer shall be free to do without the consent of or notice to the Grantee.
6. The Developer or Association may undertake any work reasonably necessary to remedy a breach of the covenants provided that the Grantee has been given 30 days written notice of the breach and fails to remedy the breach with that 30 days. All costs incurred by the Developer or Association in this regard shall be charged to the Grantee's association membership account and collected through property taxes levied against the Lands.
7. These Community Covenants may be modified or waived by the Developer, its successors and assigns, in its sole discretion without notice to or consent from any land owner. These Community Covenants may otherwise be modified or waived by a vote of 75% of the landowners within the Aspotogan Ridge Lands provided that the Developer has first consented in writing to such modification or waiver.

SCHEDULE "CC"

DND Radio EMI Zone

TABLE #1

LAND DEVELOPMENT AND USAGE RESTRICTIONS

Type of Development	Within the EMI Quiet Zone	Aspotogan Ridge EMI Transitional Zone	Beyond the EMI Outer Zone
DND Property	DND/CF development only	NA	Allowed
AC Distribution Lines 2.4Kv - 66Kv	Buried only	NA	Allowed
AC Transmission Lines > 66Kv	None	NA	No nearer than Line of Sight from top of screen or 3.2Km which ever is greater.
Vertical Clearance for all Structures	3°	3°	3°
Outdoor Lighting not incl. Electric discharge vapour lamps	Allowed with Restrictions	Allowed with Restrictions	Allowed
Electric discharge vapour lamps incl. High output fluorescent, neon, etc.	None	Allowed	Allowed
Housing Areas	None	allowed	> 5 units/acre
Schools, Churches, Retail Stores and Shopping Centres	None	Not permitted	Allowed
Gasoline Stations	None	Not permitted	Allowed
Amusement Parks	None	NA	Allowed > 10km
Golf Courses	Allowed with Restrictions and Conditions	Allowed with Restrictions and Conditions	Allowed
Outdoor Recreational Areas incl. Ball parks, parks, tennis courts, comfort stations, etc.	Allowed with Restrictions and Conditions	Allowed with Restrictions and Conditions	Allowed
Agricultural Uses	None	Allowed with restrictions and conditions	Allowed
Light Industry incl. Warehouses, component assembly plants, restaurants, office bldg. (< 3° clearance zone)	None	Not permitted	Allowed > 6.5km
Heavy Industry incl. Steel & petrochemical plants, RF stabilized arc welding	None	Not permitted	Allowed > 10km