

## Schedule "E"

# NACADIE DEVELOPMENT

## PROTECTIVE COVENANTS

- DEFINITIONS**
1. In these protective covenants the following words and expressions shall have the following meanings:
- VENDOR**
- (a) "VENDOR" means the vendor, seller, grantor, transferor or lesser named in the annexed document, and includes the successors and assignee of the vendor.
- PURCHASER**
- (b) "PURCHASER" herein means the purchaser, buyer, grantee, transferee and lease named in the annexed document, and includes the heirs, executors, administrators, successors, and assigns of the purchaser.
- LAND**
- (c) "LAND" means the land to be sold, conveyed or transferred by the said document and the described therein.
- DURATION  
VARIATION**
2. These protective covenants shall run with the land.
- VALIDITY**
3. The validity in whole or in part of any of these protective covenants shall not affect the validity of the other protective covenants, or the remaining portion of the protective covenants herein obtained.
- BUILDING  
PARAMETERS**
- 4.(a) No building shall be for any purpose other than that of private residential. Outbuildings may be erected on the said land either attached or detached, but their roofs and exterior siding must be of the same material and color as the main house. Proximity of building location to property lines must conform with city zoning.
- (b) No dwelling shall be constructed on said lands which shall have a total area of less than one thousand (1000) square feet in the case of a one story dwelling, or one thousand four hundred and fifty (1450) square feet in the case of a two story dwelling. The measurements for calculation of the areas referred to in this paragraph shall be taken as the outside measurements of the main walls of each dwelling, excluding attached garage, porch, veranda, sunroom, attic and basement.
- EXTERIOR WALLS**
- (c) The exterior walls must be constructed of materials such as wood, brick, vinyl or stone. The vendor in writing must approve colors on the exterior and house design.
- OCCUPANCY**
5. No building erected on these lands, nor any part thereof shall be occupied or used as a dwelling house until the whole building is substantially completed.

**VENDOR'S  
APPROVAL**

6. The purchaser and any subsequent owner of the land shall not commence construction until the vendor's approval in writing of detailed professionally prepared construction plans and drawings, including location, color scheme and material specifications of any house, garage, driveway and driveway access or outbuildings of any kind, and including any additions or alterations to any existing structure or plan as previously approved by the vendor has been obtained. No fences or walls shall be erected on the land unless the locations, designs and materials of such structures have been approved in writing by the vendor. Satellite dishes must be the smaller Canadian type (i.e. Star Choice, Bell Express Vu). The purchaser must obtain all required government approvals and certificate related to all aspects of their construction of or excavation for the item in question.

**LANDSCAPING,  
GRADING & TREE  
CUTTING**

7. All landscaping shall comply with relevant grading, drainage, site and dwelling plans as provided by the vendor. Final grading of the lot shall take place concurrently with the completion of the building. No trees can be cut within side setback areas specified in 4(a) of these protective covenants. Dead and dangerous trees within this space may be removed selectively and in a manner that minimizes damage to surrounding trees.

**BUILDING USE**

8. The said land or any buildings erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, service manufacture or business of any description, nor as a school, hospital, or other charitable institutions, nor as a hotel, apartment house, rooming house or place of public resort, nor for any sport other than such activities as are usually associated with the normal occupation of a private residence, nor shall be a nuisance to the neighboring land or buildings. Exceptions will include family in-law suites and home offices utilizing less than twenty (20) % of the total living space square footage.

**SIGNS**

9. No signs, billboards, notices or other advertising matter of any kind (except the company signs offering said land or part of the said land upon or in any building thereon for sale or rent) shall be placed on any part of the said land upon or in any buildings or any fence, tree or other structure on said land without written consent of the vendor.

**PARKING**

10. No trailer of any kind shall be parked or place on any part of the said land except "recreational use" trailers which may be stored on the land, provided that the trailer is not used for living, sleeping or eating accommodation while so located, and not stored where visible from the street. No repairs to any automobiles or to any other vehicle or equipment shall be carried out on the land, except inside a garage. No derelict shall be on these lands.

**WASTE  
MATERIAL**

11. No building waste or other material of any kind shall be dumped or stored on said land except clean earth for the purpose of leveling in connection with the erection of the building thereon or the immediate improvement of the grounds. All garbage, recycled or compost materials are to be placed in the plastic or metal containers for protection from animals. These containers, if placed outdoors, must not be visible from the roads or any property.

**ANIMALS**

12. No animals, fish or fowl of any kind other than household pets normally permitted in private homes in urban residential areas shall be kept upon said land. No commercial breeding of pets of any kind shall be carried out upon said land.

**MAINTENANCE OF  
LAND**

13. The Purchaser shall maintain the said land to a reasonable standard of landscaping i.e., grading, ground cover and cutting. The land shall be kept tidy and contain no unsightly storage of miscellaneous materials.

**COMPLETION OF  
CONSTRUCTION**

14. The purchaser shall start construction within (12) twelve months of purchasing a lot. Completed construction (including landscaping) within (18) eighteen months of purchasing of lot.

**SUB-DIVISION**

15. The lands shall not be re-divided at any time without the express written approval of the vendor. All proceeds from the sale of any portion of any lot subdivision without said vendors written approval will be owed to the vendor or its assignees by the party or parties who made such sale.

**VARIATION OF  
RESTRICTIONS**

16. The vendor may agree to vary, alter, amend or remove any of the foregoing protective covenants in respect of these or any other lands on the said plan so long as their substantial character is maintained.

**WINDOWS**

17. Purchasers agree that all window treatments as seen from the exterior of the dwelling will be white only.

**BINDING**

18. The covenants in respect of the foregoing protective restrictions shall extend to and be binding upon, and may be taken by, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

# DOMAINE HERITAGE

Please submit form to:           Nacadie Development Inc.  
  **Please submit plans and info to:**  
  **Kathy Guitard – 506-866-6788**

## APPLICATION FOR DEVELOPERS APPROVAL AS REQUIRED IN THE PROTECTIVE COVENANTS

### **ALL PLANS & EXTERIOR FINISH PRODUCTS TO BE APPROVED BY DEVELOPER PRIOR TO CONSTRUCTION**

This application is for lot # \_\_\_\_\_ owned by \_\_\_\_\_

Main house \_\_\_\_\_ Detached building \_\_\_\_\_ Addition to building \_\_\_\_\_ Other \_\_\_\_\_  
( If “other” please describe in detail and date on separate page)

I/We certify that the construction plans prepared and submitted with this application by \_\_\_\_\_ are the final plans of the building that we plan to build. Later if we wish to change any of the exterior details, appearance or dimensions, **we will submit revised plans for approval.**

#### **Details:**

Builders company name \_\_\_\_\_

Contact name \_\_\_\_\_ Phone # \_\_\_\_\_

Approximate area of building footprint \_\_\_\_\_ square feet

Stone/Masonry product (if applicable) \_\_\_\_\_ color(s) \_\_\_\_\_

Siding material \_\_\_\_\_ color(s) \_\_\_\_\_

Roofing materials \_\_\_\_\_ color \_\_\_\_\_

Color of window trim, gutters, fascia and down spouts \_\_\_\_\_

\_\_\_\_\_  
Applicant Name/Company  
(Please Print)

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

#### **Approval**

The building or items described in this document and in appended plans or supplementary information are approved for construction by the developer as required in the protective covenants.

\_\_\_\_\_  
Nacadie Development Inc.

\_\_\_\_\_  
Date