

Ryan Ridge Estates

Phase "IV"

SCHEDULE "B" - RYAN RIDGE ESTATES PROTECTIVE COVENANTS

1. The lands to which these covenants shall apply (hereinafter called the "Said Lands") include the property described in the Purchase and Sale Agreement annexed hereto and conveyed by way of Warranty Deed.
2. "Garage" as used herein shall include any structure used, or to be used, for the housing or protection of motor vehicles.
3. No building shall be erected on the Said Lands other than a detached private dwelling house, with an appropriate garage attached thereto. A detached garage may be permitted at the discretion of the Grantor obtained in advance in writing.
4. Designated "R-2" type lots may not be permitted to have semi-detached private dwellings."R2" type lots may be permitted to have an in-law suite type dwelling at the discretion of the Grantor obtained in advance in writing.
5. No more than one dwelling house shall be erected, or shall stand, at any one time upon the Said Lands except as stated in Section 4 "R-2" type lots, which may contain an in-law suite type dwelling.
6. No dwelling house shall be created, or stand upon the Said Lands or any part thereof, which shall have a ground floor area of less than:
 - (a) for conventional "R-1" & "R2" type lots:
 - (i) a minimum of 1,400 square feet in the case of a one storey dwelling;
 - (ii) a minimum of 750 square feet on the main floor in the case of a dwelling of two storeys or more, provided that there shall be a minimum of 1,500 square feet of total habitable floor area.
 - (iii) the dwelling house shall be created upon the said lands or any part thereof with an attached garage with a minimum 484 square feet.

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

7. No building shall be erected on the Said Lands, or any addition or alteration made thereto, unless the design of such building, addition or alteration and plans therefore, has been approved by the Grantor in writing.
8. The dwelling house must have a minimum of 100 sq.ft. of stone cladding on the front façade.

9. The Grantee agrees to complete the development of the Said Lands, including, but not limited to, dwelling construction, landscaping and completion of the driveway areas, as soon as possible, but in any event no later than one (1) year from the completion of construction of the dwelling house on the Said Lands. The Grantee is responsible to ensure that lot grading and landscaping is done in accordance with all approved drainage plans and that no work or landscaping is done that will adversely affect the natural drainage patterns of this lot and surrounding lots.
10. The outside appearance of any structure including garages and storage sheds shall conform to any existing building erected on the lands specifically siding and roofing.
11. The lands or any building erected, or to be erected thereon, shall not be used for the purpose of any profession, trade, employment, service, manufacturing or business of a description, nor as a school house, hospital or other charitable institution, nor as a hotel, apartment house, rooming house or place of public resort, nor for any sport (other than such games as are usually played in connection with the normal occupation of a private residence) or for any purpose other than a private residence, nor shall anything be done or permitted upon any of the said lands or buildings erected, or to be erected thereon, which shall be a nuisance to the occupants of any neighboring lands or building unless approved under the City of Moncton By-Laws, and by the Grantor.
12. No signs, billboards, notices or other advertising matter of any kind (except the ordinary sign offering the Said Lands or building thereon for sale or rent) shall be placed on any part of the Said Lands or upon or in any buildings or on any fence, tree or other structure on the Said Lands without the consent of the Grantor in writing.
13. No trailer, exceeding 3 meters in length, nor snowmobiles, all-terrain vehicles or any similar vehicle shall be parked, stored or placed upon said lands, unless stored wholly within a building located on said land.
14. Satellite dishes with a diameter of less than eighteen (18) inches may be mounted only on the side or rear exterior of the dwelling house.
15. No excavation shall be made on the Said Lands except excavation for the purpose of building the original dwelling or for repairs or the improvement of the gardens and grounds thereof.
16. All storage of firewood on the outside of the building shall be neatly piled behind the buildings so that it is not visible from the street.
17. No major repairs to any motor vehicles shall be affected save within a wholly enclosed garage. No motorized vehicle which is not operational shall be parked, stored or placed upon said lands, unless stored wholly within a building located on said land.
18. No building waste or other material of any kind shall be dumped or stored on the Said Lands except clean earth for the purpose of levelling in connection with the construction or repair of a building thereon or the immediate improvement of the grounds.
19. No horses, cattle, hogs, sheep, poultry or other stock or animals, other than household pets normally permitted in private homes in urban residential areas, shall be kept upon the Said Lands, and no breeding of pets shall be carried out upon the Said Lands.
20. The Grantee shall not withhold consent to the construction of sidewalks, pavement, sewers, watermains and other local improvements which may be petitioned for by the Grantor, and the Grantee shall not withhold consent to the erection or installation and maintenance at the front or side of any lot contained in Ryan Ridge Estates of electric, telephone and/or television poles, lines and equipment and guys and anchors in connection therewith and underground cables, all for common use, with all necessary access from time to time for all employees of the person, firm or corporation, or persons, firms or corporations furnishing, maintaining and repairing same.

21. The Grantor shall have the right to convey to the City of Moncton or other public authority any part of development lands (other than the lands already conveyed) for park, recreational or similar or public purposes without the requirement for all or any restrictive covenants.
22. The Grantee will not permit the condition of the surface of the Said Lands, or any part thereof, to be in such a condition as to be below the standard of landscaping of the surface of lots which is normally found in a first class residential neighbourhood. The Grantee shall be responsible for landscaping between the curb and the streetline abutting his property. The front and side yards shall be fully landscaped and the rear yard shall be fully landscaped for a minimum distance of twenty (20) feet from the rear of the dwelling.
23. Footing drain leaders, footing drains, roof leaders, sump pumps and swimming pool drains shall not be connected to the sanitary sewer system. The Grantor reserves the right to enter onto any property to correct any improper action at any time should the property owner fail to take corrective action within ten (10) days of written notification to do so. The Grantee shall provide access for the carrying out of testing and repairs to sanitary sewer laterals when requested. Any and all costs incurred by the Grantor because of improperly constructed lateral connections shall be the responsibility of the Grantee.
24. Provided always that notwithstanding anything herein contained, the Grantor and its successors shall have the power, by instrument or instruments in writing from time to time, to waive, alter or modify the above covenants and restrictions in their application to the Said Lands or to any part thereof without notice having to be given to the owner of any other lot in the Said Lands.
25. Contraventions shall not affect the validity or enforceability or any other restrictions. The Grantor is not responsible for the enforcement of compliance with these covenants, however in the event that the Grantor chooses to enforce compliance with the covenants, the party in fault with the covenants is responsible to the Grantor for all costs, ie. providing letters to third parties confirming non compliance with the terms of these covenants, claims, damages, costs or expenses resulting therefrom, including legal fees on a solicitor-client basis.
26. It is in the intent that the burden of these covenants shall run with the Said Lands.
27. "Grantor" means "LandMaxx Developments Inc." and its successors and assigns.
"Grantee" means the grantee and successors in title.