

NEW ELM ESTATES
SCHEDULE "C"
BUILDING RESTRICTIONS

1. The lands to which these building restrictions shall apply (hereinafter called the "lands") include all lands sold under the auspices of "New Elm Estates", and are shown on Plans filed in the registry Office for the Registration District of the County of Queens and the Province of Nova Scotia.
2. Each of the lots shown on the plan hereinbefore referred to shall be a separate lot for purposes of the application of the restrictive covenants herein set forth.
3. No building shall be erected on lots or parcels thereof situate on any of the lands other than houses of one dwelling unit only, to and for the use of a single family residential unit, and not for any commercial or institutional purposes.
4. No building shall be erected on any lot or parcel of land which shall have any of its main walls or any part of that building nearer to any of the boundaries, of the said lot, than fifteen feet (15'). In an instance where a boundary of the is the mean high water mark, no part of the building shall be within one hundred feet (100') of the water boundary.
5. Before beginning construction of any house the owner of the lot shall submit the plans of such dwelling house to the Vendor or its successors and such construction shall be subject to the approval of that Company. All houses shall have a ground floor area of not less than five hundred square feet (500 sq. feet).
6. No private dwelling shall be constructed on any lot in such a way that it will be readily visible from the lake or in such a way that the height of the private dwelling shall exceed the height of the majority of the trees on the lot.
7. No fence shall be erected or maintained upon those lands or any part thereof other than an ornamental iron or wooden fence of open construction and no such fence shall be higher than four feet (4') or be situated within fifteen feet (15') of the street line in front of the lot or parcel on which that fence is erected.
8. No trailer or mobile home of any kind shall be permanently placed or installed upon a foundation or otherwise upon any lands except as temporary accommodation.
9. No soil, sand, or gravel shall be removed from the lands except with prior permission of the Vendor. Trees shall not be removed from the lot except for good forest care.
10. No building waste or other material of any kind shall be dumped or stored on the lands except clean earth for the purpose of levelling in the connection with the erection of a building thereon or the immediate improvement of the grounds. All garbage and other wastes shall be transported to the Public Highway at a place convenient for pickup by a garbage collector servicing that part of the county.
11. The Purchaser shall provide at least one full bathroom in any dwelling erected upon the lands by him and shall provide a septic tank draining into an adequate sewage bed.
12. The Purchaser shall provide by dug or drilled well (or by filtered and purified water from a lake after consent from the Vendor) such water as may be required for any building constructed upon the lands herein conveyed.
13. The Purchaser shall obtain the approval of the Department of Health for the Municipality of Queens before installing any septic tank or well.
14. The Vendor shall have the right to convey to the Municipality or other public authority any part of the lands (other than lands already conveyed) for park, recreational, street, or other similar purposes.
15. Wherever in these restrictions, reference is made to the Grantor, it shall include the representatives and assigns of the Vendor.
16. To the intent that the burden of this Covenant shall run with the lands forever, the Purchaser, or more than one, the Purchasers, for himself or themselves and his or their representatives and assigns, covenant and agree with the Vendor, their successors in title from time to time, of all or any part or parts of the said lands, will observe and comply with the stipulations, restrictions and provisions set fourth in this Schedule "C".
17. Notwithstanding anything herein contained, the Vendor shall have power by instrument or instruments in writing from time to time, to waiver, alter, or modify the above covenants and restrictions in their application to any lot or lots, parcel or parcels of land comprising part of the lands without notice to the owners of any other lot or lots, parcel or parcels of land comprising part of the lands on that Plan. Notwithstanding anything herein contained. The Vendor shall have power by instrument or instruments in writing to assign all or any part of its rights.
(See Reverse for Schedule "D")