

## **SCHEDULE “E”**

- a) The terms “Building Lot”, “Building Lots”, “Subdivision Scheme” “Individual Purchaser”, “Individual Purchasers” “Trustee Lands”, “Campobello Island Club Inc.” and all other terms used herein are as used in the deed of conveyance from Larry E. Kuca, Trustee, to Larry E. Kuca, Trustee, dated the 4th day of April, A.D. 1986 and duly recorded at the Office of the Registrar of Deeds in and for the County of Charlotte on the 25th day of April, A.D. 1986 in Book 317 at Page 204 under Number 102660.
- b) The building lot, or any part thereof, shall not at any time be divided or subdivided for the purpose of rent, lease, gift, license or sale, and no part of any building less than the whole shall be rented, leased, given, licensed or sold by the grantee or distributed by means of shares in a corporation or membership in a club or association.
- c) No building or improvement shall be erected or placed on the building lot nor shall any changes, alterations, remodeling, reconstruction or addition be made to any such buildings or improvements unless:
- i) two copies of plans, details and specifications of the proposed building or improvement or changes, alterations, remodeling, reconstruction or addition thereto have been submitted to Campobello Island Club, Inc. or its agent for approval, including architectural approval, and a plot plan showing the location upon the building lot of the building, wall, fence, or other construction or improvement proposed to be constructed, altered, placed or maintained, and details of the proposed construction material, colour schemes for roofs and exteriors thereof and proposed landscape planting, together with such filing fees as Campobello Island Club, Inc. or its agent shall, from time to time, designate to offset Campobello Island Club, Inc. or its agent’s expenses in performing such approval;
- ii) upon receipt of the aforesaid plans, details or specifications:
- a) Campobello Island Club, Inc. Or its agent, shall, within thirty days of receipt thereof, return to the person submitting same, one copy of the aforesaid plans, details or specifications upon which shall be endorsed it approval or disapproval;
- b) Campobello Island Club, Inc. or its agent shall have the absolute right to disapprove any plans, details or specifications which:
- 1) are not in accordance with the scope and intent of the Subdivision Scheme,
- 2) are incomplete,
- iii) Neither Campobello Island Club, Inc. its agent, the grantor, nor architect acting on their behalf shall be held responsible in any way for and defects in any plans, details or specifications submitted, revised, approved, or disapproved in accordance with the foregoing provisions nor for any structural or other defect in any work done according to such plans, details or specifications.

- d) No buildings or structures shall be erected, placed or permitted to remain on any building lot other than one detached single family residential dwelling and such outbuildings as are usually accessory to a single family residential dwelling, including a private garage.
- e) No sewage disposal or well water system shall be installed or constructed on the building lot which does not comply with all building and sanitary codes in force from time to time by governing bodies and in the absence of any such codes being in force, such sewage disposal systems and water and well systems shall be installed and constructed in good workman-like manner and according to recognized standards and practice.
- f) The building lot is subject to a green area in which tree clearing is restricted, the said green area being 10 meters (32.8') wide adjacent to streets or access roads and 5 meters (16.4') wide on all other boundaries of lots as will more fully appear by reference to the Subdivision Plan.
- g) No building or other improvement shall be erected, constructed, placed or built upon the building lot closer to the front lot line abutting the street than 10 meters (32.8') or closer than 5 meters (16.4') to the side and rear of lot lines. Where the building lot abuts on two streets, it shall be deemed to front on the street of which it abuts for the shorter distance.
- h) No residence shall be erected except so as to front, or present a good frontage on the street upon which the building lot is designated to front.
- i) No building or other improvement, other than a private boat house shall be erected or placed on any building lot within 15.24 meters (50') from mean high water mark, nor pier, dock, float, boat shelter, or other structure shall be constructed or placed on or extending into the Bay of Funds or any waterways connected thereto including bays, harbours, coves, rivers, creeks, canals and the like.
- j) No house trailer, mobile home or camper or other similar product shall be placed or parked on the building lot, except in a garage erected thereon, and no tent or similar product shall be placed or erected on the building lot as a substitute residence and in any case camping upon the building lot shall be limited to two weeks in any year up until the 1st day of January A.D. 1990 and thereafter no camping whatsoever shall be permitted on the building lot.
- k) No building, structure, or improvement shall be constructed unless it strictly conforms to the plans, details and specifications approved by Campobello Island Club, Inc., or its agent shall have the right to enter upon the building lot and any buildings constructed thereon and inspect all construction to ensure that the structure is in accordance with the approved plans, details and specifications, and all such construction shall be completed within one year of commencement.
- l) No building or other improvements shall be constructed on the building lot using other than substantially new materials and no used structure shall be relocated or placed on the building lot.

- m) No bird or animals shall be kept on the building lot except for the usual household pets in reasonable number, provided that horses may be permitted on the building lot should it have an area in excess of two hectares (5 acres).
- n) No sign (including by not limited to 'For Sale' or such similar signs), billboard or other advertising structure of any kind shall be erected or maintained upon any building lot, except with the approval of the Campobello Island Club, Inc. or its agent by such approval shall not be reasonably withheld.
- o) No vehicle shall be parked on any street in the Subdivision Scheme and no trucks, except half-ton trucks or similar vehicles, shall be parked overnight or longer on the building lot except in a garage erected thereon and no stripped, partially wrecked, inoperable or junked motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or upon the building lot.
- p) No fuel storage tank shall be permitted on the building lot except where it is buried below the surface of the ground or screened by fencing or shrubbery so as not to be visible to the occupants of other building lots no visible from any street, river, creek, waterway, canal, lake, bay or recreational area.
- q) No outdoor receptacle, for ashes, trash, rubbish or garbage shall be installed on the building lot except where it is installed underground, screened or so placed so as not to be visible to the occupants of other building lots, no visible from any street, river, creek, waterway, canal, lake, bay or recreational area.
- r) No outdoor poles, clothes lines or similar equipment shall be placed on the building lot except where it is placed or screened by shrubbery so as not to be visible to the occupants of other building lots not visible from any street, river, creek, waterway, canal, lake, bay of recreational area.
- s) The building lot shall be well maintained, whether occupied or unoccupied and no accumulation of rubbish or debris shall be permitted.
- t) No structure erected on the building lot shall be used as a model or exhibit house, unless prior written permission to do so has been obtained from Campobello Island Club, Inc. or its agent and such approval shall not be unreasonably withheld.
- u) No activity shall be carried on upon the building lot that shall be, or become, an unreasonable annoyance or nuisance to the neighbourhood.
- v) No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon the building lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on the building lot.

w) Any building or outbuilding on the building lot which may be destroyed in whole or in part by fire, wind storm or any other cause or act of God, must be rebuilt or all debris removed and the building lot restored to sightly condition with reasonable promptness provided, however, that in no event shall such debris remain upon the building lot longer than six months subject to such extensions as Campobello Island Club, Inc. or its agent might reasonably allow.

x) No radio signals, television signals or other form of electromagnetic radiation shall be permitted to originate from the building lot than may unreasonably interfere with the reception of television or radio signals on any other building lot. All satellite dish receivers must be located behind the front-as-built line of the residence. No exterior television or radio antennae of any kind shall be constructed, erected, or maintained on the building lot after such time as a central television antennae system shall have been made available at rates commensurate with those prevailing in the area.

y(1) There shall be no access to the building lot should it be on the perimeter of a subdivision plan within the Subdivision Scheme except from designated roads within the Subdivision Scheme.

y(2) No access from the building lot onto a street or access road shall be constructed that does not conform with those requirements of the New Brunswick Department of Transportation in force from time to time, and the expense of providing such access shall be born by the grantee, including the installation of all necessary culverts.

y(3) The building lot having been conveyed to the grantee subject to such Municipal Services Easements and drainage easements as reference to the subdivision plan will more fully disclose, the grantee does further covenant and agree to grant unto the grantor and/or Her Majesty the Queen the right of the Province of New Brunswick such additional Municipal Services Easements or drainage easements for drainage easements purposes as may from time to time become necessary to provide adequate drainage for the roads and/or streets in the Subdivision Scheme both public and private, such easements to follow such natural drainage areas as not exist.

z) In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision Scheme, all property lines shall be kept free and open. No fences shall be permitted on the building lot or building lot boundary lines unless approval has been given by Campobello Island Club, Inc., or its agent.

aa) No construction upon any building or structure improvement as herein proposed shall be commenced without a building certificate being obtained from Campobello Island Club, Inc. Or its agent and prior to occupancy of the aforesaid building or structure or improvement an occupancy permit shall be obtained from Campobello Island Club, Inc. or its agent.

bb) Notwithstanding the provisions of this article, Campobello Island Club, Inc. or its agent may allow reasonable variances and adjustments of the within covenants and restrictions provided that same are done in conformity with the intent and purpose of the Subdivision Scheme and that in every instance such variances or adjustments will not be materially detrimental or injurious to the Subdivision Scheme.

cc) The grantee shall do nothing to interfere with or hinder the maintenance, preservation and servicing of the Trustee lands, as and for the purposes of a green park, boating, sporting area for the common benefit and enjoyment of the grantor and other Individual Purchasers of lands and premises in the Subdivision Scheme, and, in consideration of the benefit and enjoyment of the said Trustee Lands, shall pay to the Campobello Island Club, Inc. Upon receiving notice from Campobello Island Club, Inc. Of the amount payable from time to time, a sum of money in Canadian funds equivalent to his proportional pro rata share (based on the total number of building lots owned by Individual Purchasers within or in conjunction with the Subdivision Scheme) of the costs, charges and expenses (whether actual and/or averaged) from time to time or arranging for and providing the management services as particularly set out defined and provided for in a certain Indenture made between Larry E. Kuca Trustee as grantor and Campobello Island Club, Inc. Dated the 4th day of April, A.D. 1986 and duly registered at the Office of the Registrar of Deeds in and for the County of Charlotte on the 25th day of April A.D. 1986 in Book 270 at Page 317 under Number 102661, provided that for the purpose of this paragraph, building lots owned or retained by Larry E. Kuca, in trust for the Campobello Properties Venture, shall not be deemed to be owned by an Individual Purchaser.

dd) Should a violation occur of the within terms, covenants, restrictions, conditions, and stipulations, Campobello Island Club, Inc. shall deliver notice of such violation to the grantee by prepaid registered mail at his last known address, which notice shall provide a reasonable period of time for the grantee to remedy the violation and should, at the expiration of such period of notice, the violation not be remedied, Campobello Island Club, Inc. shall have the right, but not the obligation, to enter upon the building lot by its agent, servants, contractors, or those acting on its behalf and summarily abate or remedy the violation and, any amount of moneys expended by Campobello Island Club, Inc. in abating or remedying such violation shall be a debt due by the grantee to Campobello Island Club, Inc.

ee) The grantee shall not at any time bring any action or proceeding or any nature or kind for the partition of the Trustee Lands.

ff) The grantee shall not directly, or indirectly use or employ the lands hereby conveyed, or any part thereof, or any building or structure now or hereafter erected thereon, or for the purpose or purposes of any trade manufacture, business, profession, commercial sport or amusement, school or hospital, charitable institution, hotel, motel, apartment house, multiple family dwelling, boarding house, lodging house, or public resort, nor for any other purpose which is inconsistent with the Subdivision Scheme.

gg) The grantee acknowledges and agrees that the grantor may at any time or times hereafter, in accordance with the provisions of the Subdivision Scheme, elect to extend and expand the Subdivision Scheme so as to include an integral part of such Subdivision Scheme such portions of the additional lands and premises shown in Appendix I to the Recitals contained as Item I in Schedule 'D' in the deed of conveyance from Larry E. Kuca, Trustee to Larry E. Kuca, Trustee dated the 4th day of April, A.D. 1986 and duly recorded at the Office of the Registrar of Deeds in and for the County of Charlotte on the 25th day of April, A.D. 1986 in Book 317 at Page 204 under Number 102661, as he, in his absolute discretion, shall determine.

hh) Should any provision herein or part thereof be found or held to be invalid by reason of any statute, regulation, proceeding or law whatsoever, then such invalid provision or part thereof shall not affect the remaining portion hereof which shall remain and continue in full force and effect.

ii) Whenever the context or exigencies so require, words herein importing the singular number shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and vice versa, and words importing persons shall include firms and corporations, and vice versa, and their respective heirs, executors, administrators, successors and assigns.

jj) These presents shall be governed and construed according to the laws of the Province of new Brunswick.

kk) The within covenants and restrictions shall run with the lands hereby conveyed, and each and every part thereof, for the benefit of the lands which now or hereafter may comprise part of the Subdivision Scheme and each and every part thereof and are accepted by the grantee and shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.