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## **SCHEDULE "A"**

### **PROTECTIVE COVENANTS – BRUNELLO ESTATES**

The Buyer covenants with the Seller to observe and comply with the following restrictions. The burden of these restrictions shall run with the lands (the "Lands") described in Agreement of Purchase and Sale to which this Schedule "A" is attached forever; and the benefit of these restrictions shall run with each of the lots and with each part of the lands known as Brunello Estates and described in Schedule "B" attached hereto. These restrictions shall be binding upon and enure to the benefit of the heirs, executors, administrators, representatives, successors and assigns of the parties.

1. No building or structure other than a single-family dwelling and appurtenant garage shall be constructed on the Lands. No storage sheds, temporary buildings or moveable buildings shall be placed the Lands at any time except as may have been approved with the original building plans or subsequently approved by Brunello Estates Community Association.
2. No site work or other construction shall be commenced on the Lands, until approval of the proposed building plans has been obtained in writing from the Seller. Plans submitted to the Seller for approval shall include, but not necessarily limited to, as site plan, floor plans, exterior elevations with colours and materials, details of trim and of all steps/stairs and decking. The Seller may in its absolute discretion refuse to approve any plans and specifications that in its opinion are unsuitable or undesirable in relation to the character of the surrounding neighbourhood. All proposed building plans must be in accordance with the Brunello Estates Design Guidelines, attached as Appendix 1, and the HRM Development Agreement Requirements pertaining to the Lands, attached as Appendix 2.
3. The Buyer acknowledges and agrees that the Lands may be subject to existing public utilities and municipal easements.

4. The Buyer shall submit a surveyor's certificate to the Seller at the following stages of construction:

- (a) Subsequent to the completion of the footings for the single-family dwelling and garage, if applicable, showing the location and elevation of the footings; and
- (b) Subsequent to the completion of the grading of the Lands, showing the elevation of the Lands at a minimum of 10 locations along the side and rear boundaries.

Construction shall not proceed to the next stage until the Buyer has received written confirmation of approval from the Seller for the stage of construction noted above. In the event the Buyer does not submit a surveyor's certificate at the required time the Seller may enter the Lands to complete the survey and the Buyer shall pay for all costs associated therewith.

5. Construction of a dwelling house on the Lands shall commence within twelve (12) months from the date of purchase, and construction of the dwelling, including all landscaping and driveway surfacing, shall be completed according to the approved plans and specifications within twelve (12) months from the date of commencement of construction. In the event that construction of a dwelling house on the Lands has not commenced within twelve (12) months from the date of purchase, the Seller shall have the right, but not the obligation, to buy the Lands back at a price equal to the original purchase price less 10%.
6. No unfinished treated lumber, such as "wolmanized", shall be permitted in locations on the Lands that are visible from the street unless stained or painted in accordance with the Brunello Estates Design Guidelines attached as Appendix 1, within one year of installation.
7. No living tree larger than two inches (2") in diameter (at its widest point) shall be cut, destroyed or removed at any time without the express written approval of the Seller. If such a tree is cut, destroyed or removed without the express written approval of the Seller, it shall be replaced with a tree of similar size forthwith by the Buyer at its expense. Trees within the area to be excavated for the erection of a dwelling house may be cut or removed as directed by the Seller.
8. No excavation shall be made on the Lands except for the purpose of construction a dwelling or other approved improvements on the Lands. The Lands shall not be landscaped or regraded in such a manner as will block or impede any water course or swale or cause water to pool or pond or build up on any neighbouring property.
9. All areas between the front of the dwelling and the street, other than walks and/or driveways, and disturbed areas on the sides and rear of the Lands shall be seeded or sodded, and walks and driveways shall be surfaced in an approved material.
10. The Lands shall not be subdivided or rezoned at any time without the written approval of the Seller.
11. No alteration, addition or change to the structure or exterior appearances, including colour, shall be made except with the written approval of the Seller.

12. No waste material of any kind shall be dumped or spread on the Lands except clean earth, rocks, or gravel for the purpose of levelling of the Lands. The Lands shall be kept clean and sanitary at all times and shall remain free of unsightly materials, including derelict vehicles and vehicle parts. The landscaping at all times shall be maintained in a manner consistent with other properties in the surrounding neighbourhood.
13. No garbage shall be placed outside of any dwelling unless kept in a garbage enclosure specially constructed for that purpose.
14. No propane tanks, oil tanks, municipal recycling containers and organic composters / green carts shall be permitted unless enclosed or screened so as to not be visible from the street.
15. No television or radio antenna or satellite dish shall be permitted to be constructed or installed in the front yard of the Lands, or visible from the street. No satellite dishes exceeding twenty-four inches (24") in diameter shall be permitted.
16. No signs, billboards, notices or advertising matter of any kind shall be placed on any part of the Lands or buildings other than normal signs that offer the property for sale or rent.
17. No trailers, boats, recreational vehicles, or mobile homes shall be placed or permitted to remain on the Lands longer than 72 hours, except the front and rear lines of the dwelling located on the Lands.
18. No animals, other than normal domestic pets, shall be kept on the Lands. No breeding of pets for sale shall be carried out on the Lands.
19. No major repairs to any motor vehicle, boat, or trailer shall be done on the lands except within a wholly enclosed garage.
20. The Lands, whether occupied or unoccupied, shall be well maintained according to the rules set out in the Covenants.
21. Any dwelling on the Lands which is destroyed in whole or in part by fire, windstorm, or for any other cause or act of God, shall be rebuilt or all debris removed and the Lands restored to a slightly condition with reasonable promptness, provided however, that in no event shall such debris remain longer than four (4) months.
22. The Lands, including the buildings erected thereon, shall not at any time use in any way for the purpose of any profession, trade or business whatsoever nor as any pre-school; kindergarten, school, daycare centre, church, hospital, hostel or other institution, nor as a hotel, apartment house, duplex, boarding or lodging house or place of public resort or for any sport or game (other than such sports or games as are usually played in connection with the occupation of a private residence). The Purchaser shall not do or permit to be done on the lands anything that may be a nuisance to the occupants of any adjacent or neighbouring properties.

23. No activities shall be conducted on the Lands and no improvements constructed on the Lands that are or might be unsafe or hazardous to any person or structure. Without limiting the generality of the foregoing, no firearms shall be discharged on the Lands; and no open fires shall be lighted or permitted on the Lands other than (a) within a contained barbeque unit while attended and in use for cooking purposes, (b) within a safe and well-designed fireplace, or (c) when a proper outdoor burning permit has been obtained from local authorities.
24. Notwithstanding anything herein contained, the Seller may waive, alter, or modify these Covenants in their application to any lot or parcel of land comprising part of Brunello Estates without notice to the owners of any other lot or parcels of lands in Brunello Estates.
25. Notwithstanding anything herein contained, the Seller may assign all or any part of its rights that arrive under these restrictions.
26. The restrictions herein are severable and the invalidity or unenforceability of any restrictions shall not affect the validity or enforceability of any other restrictions. In the event that enforcement of these Covenants is required, the party in default of the Covenants is responsible to the Seller for all claims, damages, costs or expenses resulting therefrom, including legal fees on a solicitor-client basis. These Covenants shall be enforced by the Seller for a period of fifteen (15) years from the date of final approval for the subdivision of the Lands or the date that the final phase of the Brunello Estates subdivision has been completely sold, whichever is sooner. Thereafter any change to the Covenants requires that two-thirds ( $2/3^{\text{rds}}$ ) of the residents support such change.