

All prospective owners for lot 4 870 301 on Clark Road municipality of La Pêche, agree to uphold and include in the agreement of sale and title deeds of the property these covenants which are meant to protect the peace, quiet, beauty and quality of the neighbourhood. When mentioned below 'neighbouring lot owners' refers to the two lot owners of lot 4 870 302 and lot 4 264 631.

## **Protective deeded covenants.**

1. No soil, sand, gravel or rock shall be removed from the land except as part of the excavation for the purpose of creating building sites on the property without the consent of the neighbouring lot owners.
2. No living trees within a setback of 25 feet from the borders of the lot, between the neighbouring lots, shall be cut down, removed or purposely injured without consent from the neighbouring lot owners. Also no more than 20% of all trees on every lot of over 5" in diameter shall be cut, harvested removed or purposely injured within any 10 year period. If any further tree or trees are cut down, removed or injured in excess of those allowed as per this agreement, without written consent having first been obtained from the neighbouring lot owners the offending lot owner shall forthwith replace the same under the supervision and to the satisfaction of the neighbouring lot owners and wholly at the offending lot owner's expense.
3. All garbage shall be disposed of in a sanitary way. No compost heaps; manure piles or other material shall be kept in any manner that creates any bad odours or unpleasant views which affect the neighbouring lot owners.
4. The Purchaser agrees that the property will not be used for the exterior storage of any objects, materials or machinery (for example but not limited to: vehicles, building materials, stone, bricks, logs, earth, etc) that are in the view of or creates an annoyance to the neighbouring lot owners or occupants thereof.
5. Lot 4 870 301 may only be subdivided into two lots maximum. The resulting two lots may not be subdivided further without obtaining written consent from both of the neighbouring lot owners.
6. The Purchaser covenants and agrees that any buildings built on any lot shall be built and used according to municipal bylaws. Any use other than the normal residential use as per municipal bylaws is prohibited unless written consent is granted by both neighbouring lot owners.
7. All buildings or structures erected on the property shall be fully finished and shall have an exterior siding of brick, stone, log, vinyl or wood siding or any other material of equivalent quality, installed and well treated within 3 months of construction and properly maintained as necessary.
8. No temporary building, tent or trailer of any kind shall be allowed to remain permanent on the lands, in view of any of the neighbouring lot owners, except while construction is in progress. All construction shall be completed

within twelve months of commencement at which time such temporary building, tent or trailer shall be removed if requested by the neighbouring lot owners.

9. The Purchaser will not block any road ditches, creeks or waterways but will maintain them in such condition as to permit the free flow of surface water.

10. No large or obtrusive objects of any nature (for example but not limited to: large fences, signs, art objects, fountains, statues) may be erected or stored on the property that would interfere with the neighbouring views other than with the neighbouring lot owners consent.

11. The Purchaser covenants and agrees that he will not permit domestic pets (for example but not limited to: dogs, cats, etc.) or any other animals to run free so that they may harass or destroy wildlife, trees, vegetation or gardens in and around the property or on neighbouring lands. The purchaser agrees not to use the land to keep livestock or any animals other than in conformity with municipal bylaws and only then in such a manner as not to create any unpleasant odors or noises which may adversely disturb the peace & quite of the neighbouring lot owners or occupants thereof, specifically but not limited to dogs who bark or make noise in a continuous manner. Offending animals must be kept inside a residence and/or in such a manner as not to create a disturbance to the neighbouring lot owners or occupants thereof, failing which the offending animals must be immediately removed from the property and wholly at the offending neighbour's expense. Additionally the keeping of any large livestock (larger than fowl) such as sheep, pigs, goats, horses, cattle shall be limited to two in total without obtaining written permission from the neighbouring lot owners. These animals are to be housed as far away as possible from the neighbouring lots and any manure shall be stored or managed as far away as possible from the neighbouring lots and in such a manner as not to create unpleasant odours. Should the subject lot be subdivided in the future the resulting lots shall only be able to keep one large livestock per lot.

12. The Purchaser covenants and agrees that he will not make or start a fire for bush clearing or any other purposes except cooking without previously obtaining a permit from the municipality or other public body assuming the responsibility for such matters. He shall also not have fires that burn any hazardous or smelly materials (for example but not limited to: rubber, garbage, pressure treated wood, etc.) and that may cause smelly, unpleasant or dangerous smoke from blowing onto neighbouring properties.

13. The Purchaser covenants and agrees that neither he nor his family, guests, agents or servants shall use motorized vehicles (such as motor bicycles, cars, trucks, ATVs, skidoos, etc.) of any nature or kind on the property in a constant, annoying or loud manner (for example but not limited to: racetracks, trails or granting any right-of-ways to others for pleasure or business, etc.) which creates an annoyance or nuisance to the occupants of neighbouring lots. Also he agrees not to use any tools, appliances or equipment (for example but not limited to: sawmills, chainsaws, large machinery, guns, etc.) in a continuous, constant, annoying or loud manner other than that necessary to build on or to maintain the property.

14. The Purchaser also agrees that neither he nor his family, guests, agents or others on his property shall play any loud music or create loud and disturbing sounds in any continuous manner that would disturb the peace of the occupants of the neighbouring lots. Any mechanical equipment that is used for the maintenance of the property or buildings (for example but not limited to: heating or air conditioning equipment; pool pumps and filters) shall be housed in a sound dampening enclosure and installed in such a manner and location as not to disturb the peace of the neighbouring property owners.

15. The Purchaser agrees to obtain from any subsequent purchaser or transferee (of the whole or any part of the lot) from him a covenant to observe these restrictions herein set forth including this clause.

16. These conditions and restrictive covenants shall endure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns as the case may be.

17. To assure the execution of these clauses, a servitude is to be established effecting the immovable in favour of the two neighbouring lot owners (lots 4 264 631 and lot 4 870 302) and furthermore in order to assure the uniformity of these restrictive covenants and conditions, the final deed is to be granted in conformity with this present Agreement and shall be made and executed before a Notary.

Note: If any of the cadastral lot numbers above are changed or modified these restrictive covenants shall also modified to reflect these changes.