

SCHEDULE A

The promise to purchase (PP _____) and the sale to be executed in conformity with the promise to purchase are subject to the conditions and restrictive covenants hereinafter stipulated which the Purchaser binds and obliges himself to respect, namely:

1. To erect or build on said immoveable, and/or any single lot forming said immoveable, a single family residence building, to be externally completed within twelve (12) months from date of issue of the municipal building permit and regularly maintained thereafter, Said single family residence is to have a minimum living area of fifteen hundred square feet (1500 sq. ft); be set back a distance of at least seventy-five (75) feet from the southern division line, a distance of at least fifty (50) feet from the high water mark of the river and set back from at least thirty (30) feet from any road; any such residence shall be equipped with at least two (2) running water closets (W.C.) connected with an underground septic tank properly drained by tiles, in accordance with any municipal and/or provincial regulations, in order to maintain a high value, selective, environmentally-sensitive development; the plans of all construction and improvements projected shall be previously approved, for esthetic purposes only, by the Vendor; the whole to be used for residential purposes only with the exclusion of all commercial, service and/or manufacturing use of any kind.
2. To strictly refrain from any activity which may become an annoyance or a nuisance to the neighborhood; strictly prohibited are the use of an incinerator: the keeping and/or presence of animals, other than family dogs or cats; the parking of more than two motorized vehicles on the grounds (vehicles parked in a residential garage are excluded); the parking of unlicensed vehicles; the outdoor parking of equipment; or, the use and display of publicity signs save that the owner may display on his property a sign identifying such premises or a sign with his name or the name of his residence or a "For Sale" or "For Rent" sign all of which are not to exceed 18" by 24 inches ("") in size; allowing domestic pets to run free so that they harass or destroy wildlife living in and around the development.
3. To comply and see that others comply with the laws and by-laws governing the environment, hunting, fishing and boating in this province.
4. To dispose of all garbage and other waste in a sanitary, environmentally-respective way and only on the land specifically designated for such purposes until such time as a pick up garbage service is established and organized.
5. No living tree 5 inches in diameter or more shall be cut down, removed or injured, other than those standing in the area to be excavated for erection of a building, without the consent in writing of the Vendor. Subject to the exception as aforesaid, if any tree or trees are cut down, removed or injured without such consent having been first obtained, the Purchaser shall forthwith replace the same under the supervision and to the satisfaction of the Vendor, or the Vendor's duly authorized agent.
6. 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 Vendor or the Municipality of Low or other public body assuming responsibility for such matters.
7. No lot or groups of lots within the said immoveable shall be subdivided or severed in any manner by the Purchaser without the express consent of the Vendor having been given in writing.
8. a) It is understood and agreed that the Vendor shall provide the Purchaser access, in the Vendor's sole discretion, to and from a public road;
b) The Purchaser acknowledges to be aware of the fact that:
 - i) The above described lot is bounded by a private road which is not maintained by the Municipality of Low or any other public body;
 - ii) Said road shall not be eligible of becoming a public road under the responsibility of the Municipality of Low or any other public body before a yet to-be-specified number of residences have been erected on the lots included in the subdivision plan of which the above described lot is part, and even if this requirement has been met, the Municipality shall have entire discretion to take over the responsibility of said road or not.
 - iii) As long as said road remains private, the Purchaser shall be responsible for payment of road maintenance costs, jointly with all other owners of lots included in said subdivision plan, proportionately to the number of lots owned by each proprietor.

9. When requested, permit the Vendor, its agents, assigns or successors, the right to install and maintain, with as little inconvenience to the owner as possible, in, on, upon and across the said immoveable; posts with anchors and accessories with aerial lines for the transmission of electrical energy and/or telephone; the whole without indemnity.
10. To install at his own expense a driveway tile or culvert if one is required by the Municipality, vendor or any other governing body.
11. No temporary building, tent or trailer of any kind shall be allowed on the lands herein described except while construction is in process. All construction shall be completed within twelve months of commencement at which time such temporary building, tent and/or trailer shall be removed.
12. The Purchaser acknowledges to be aware of the fact that some lots have land which is located in officially designated twenty (20) and hundred (100) year flood zones. No building is permitted on any land designated to be within the twenty-year flood zone. Building is permitted with restrictions within the 100-year flood zone. When building on a site designated to be within the 100 year flood zone, there are certain building restrictions which will apply, notably that the first living floor of the residence must be above the designated 100 year flood level. Building on a site located outside the flood zone will be subject to the building code of the Municipality of Low.
- 13.. The Purchaser acknowledges to be aware of the fact that on Lots 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, it is not permitted to construct a two-storey residence (excluding walk-out basements). The Purchaser is, however, permitted to construct a one and one-half storey residence and utilize the space under the roof line, including roof dormers.
14. The Purchaser acknowledges to be aware that there are restrictions as to the building materials used for the building exterior; only wood or stone may be used on the building exterior, and the coloring must be muted with the exception of highlight features such as for doors and windows.
15. To assure the execution of clauses 1, 2, 4, 5, 6, 7, 8, 9, 10 and 11, a servitude is to be established affecting the hereby said immoveable, in favor of the adjoining lots, and furthermore in order to assure the uniformity of deeds, restrictive covenants and conditions, the final deed to be granted in conformity with this present Agreement shall be made and executed before a notary at the choice of the Vendor.
16. It is understood and agreed that this Agreement of Purchase and Sale shall endure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns as the case may be.
17. This Agreement of Purchase and Sale shall be read with all changes of gender and number required by the context.

The BUYER acknowledges having read and understood this schedule A (two pages) and having received a copy thereof.

Signed at (address) _____

on (date)_____

(buyer 1) _____

(buyer 2)_____

(witness)_____