

SCHEDULE "E"

RESTRICTIVE COVENANTS CARSONCORP INC. SUBDIVISION ROXBOROUGH PARK II UNIT 1

1. The lands to which these building restrictions shall apply (hereinafter called the "said lands") include the lot or lots hereinbefore indicated as "Parcel Identifier".
2. "Garage" as used herein shall include any structure used or to be used for the housing or protection of motor vehicles and all such structures shall be attached to the dwelling house.
3. No more than one dwelling house shall be erected or stand at any one time upon any one of the said lands.
4. All buildings and fences to be erected on the said lands and every addition thereto shall be approved in writing by the Transferor or its successors.
5. Notwithstanding anything herein contained, no building, fence or erection of any kind shall be erected on the said lands unless the plans, dimensions, specifications and locations hereof as indicated by a siting plan (including the distances from the front, side and rear limits) shall have been first submitted to and approved in writing by the Transferor or its successors or an appointee of the Transferor and no building, fence or other erection shall be constructed or placed on the said lands otherwise than in conformity with such plans, specifications and siting plan.
6. No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering the said lands or buildings thereon for sale or rent) shall be placed on any part of the said lands or upon or in any buildings or on any fence, tree or other structure on the said lands without the consent of the Transferor or its successors in writing.
7. No excavation shall be made on the said lands except excavations for the purposes of building on the same at the time of commencement of such building or for the improvement of the gardens and grounds thereof. No soil, sand or gravel shall be removed from the said lands except with the prior permission in writing from the Transferor or its successors.
8. No building waste or other material of any kind shall be dumped or stored on the said lands except clean earth for the purpose of leveling in connection with the erection of a building thereon for the immediate improvement of the grounds.
9. All storage of fire wood on the outside of the buildings shall be neatly piled behind the buildings so that it is not visible from the street.

10. The Transferor or its successors shall have the right to convey to the City of Moncton or other public authority any part of the said lands (other than the land already conveyed) for park, recreational or other similar purposes.
11. No clothes line shall be erected on the said lands. No clothes umbrella may be placed on said lands.
12. All chimney construction shall be of masonry and shall be full width from the base up to the top.
13. Should the Transferee, its administrators, successors or assigns fail to commence construction of a dwelling within two years from the date of this conveyance, the Transferor or its successor herein shall have the exclusive right, at the option of the Transferor or its successor, to repurchase the property from the existing owner for the same purchase price paid by the Transferee named within the conveyance to the Transferor herein.
14. All exterior construction on said lands must be completely finished within 12 months from the start of such construction.
15. All consents required by the Transferor or its successors shall be given within a reasonable period of time.
16. The grantee agrees that any and all utility lines or conduits from the street to any structure on the lot shall be underground.
17. The driveway and the landscaping, on the front and on the side of the dwelling house built on said lands shall be finished within two (2) years of the date of commencement of the construction of the building.
18. It is the intent that the burden of these covenants shall run with the said lands.
19. Provided always that notwithstanding anything herein contained the Transferor and its successors shall have power by instrument or instruments in writing from time to time to waive, alter or modify the above covenants and restrictions in their application to any lot or lots or to any part of the said lands.
20. The builder of the dwelling must be approved by the Transferor.
21. The dwelling building plan and the location plot plan must be approved by the Transferor.

ROXBOROUGH PARK

Please submit form to: **Carson Corp Inc.**
Please submit plans and info to:
Kathy Guitard – 506-866-6788

APPLICATION FOR DEVELOPERS APPROVAL AS REQUIRED IN THE PROTECTIVE COVENANTS

ALL PLANS & EXTERIOR FINISH PRODUCTS TO BE APPROVED BY DEVELOPER PRIOR TO CONSTRUCTION

This application is for lot # _____ owned by _____

Main house _____ Detached building _____ Addition to building _____ Other _____
(If “other” please describe in detail and date on separate page)

I/We certify that the construction plans prepared and submitted with this application by _____ are the final plans of the building that we plan to build. Later if we wish to change any of the exterior details, appearance or dimensions, **we will submit revised plans for approval.**

Details:

Builders company name _____

Contact name _____ Phone # _____

Approximate area of building footprint _____ square feet

Underground electrical from road to building required

Stone/Masonry product (if applicable) _____ color(s) _____

Siding material _____ color(s) _____

Roofing materials _____ color _____

Color of window trim, gutters, fascia and down spouts _____

Applicant Name/Company
(Please Print)

Applicant Signature

Date

Approval

The building or items described in this document and in appended plans or supplementary information are approved for construction by the developer as required in the protective covenants.

Carson Corp Inc.

Date