

YARMOUTH COUNTY REGISTRY OF DEEDS	Document #	Book	Page
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I certify that this document			
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**THIS INDENTURE** made this 12<sup>th</sup> day of APRIL, A.D., 2004.

**BETWEEN:**

**TROUT POINT LODGE LIMITED**, a body corporate, with head office and principal place of business at Kemptville in the County of Yarmouth and Province of Nova Scotia; hereinafter called the "GRANTOR"

OF THE FIRST PART

-and-

**ROY M. D'AOUILA, AARON F. BROUSSARD, LAWRENCE W. STOULIG JR. and JAMES E. SMITH JR.**, all of 3329 Florida Avenue, Kenner, Louisiana, 70065, doing business under the firm name and style of **KEMPT WILDERNESS LODGE SERVICES**, a registered partnership;

hereinafter called the "GRANTEES"

OF THE SECOND PART

**WHEREAS** by Indenture of Deed dated December 23rd, 1998 and registered in the Registry office of the County of Yarmouth on January 11th, 1999, GROUP MARKETING COORDINATES (1994) LIMITED, conveyed to TROUT POINT LODGE LIMITED, fourteen parcels of land and remainder land at East Kemptville, Yarmouth County, Nova Scotia. Said parcels may be more fully shown with reference to a Plan prepared by R.C. Dearman Surveys Limited and filed at the Registry of Deeds Office as Plan No. 3594 and subsequently revised on January 3rd, 1996 under Plan No. 3728Y92-R and filed as Plan No. 3852.

**AND WHEREAS** the Grantor with the view to maintaining the general character of the parcels and any subdivisions of same, has agreed to enter into mutual covenants with the Purchasers of the said parcel or subdivision with respect to the description of the buildings hereafter to be erected upon and the use and occupation of the parcels or lands so subdivided, and has agreed that it should be a general and indispensable condition of the sale of any of the said parcels or lands so subdivided that the several proprietors thereof for the time being should observe and abide by the several stipulations, restrictions and provisions set forth in Schedules "A" and "B" herein.

**AND WHEREAS** the Grantor has agreed to sell and the Grantees have agreed to purchase the lands hereinafter conveyed or intended so to be, subject to the said stipulations, restrictions and provisions, for the sum of One (\$1.00) Dollar.

**NOW THIS INDENTURE WITNESSETH** that in pursuance and in consideration of the premises and of the sum of One Dollar (\$1.00) now paid by the Grantees to the Grantor, the receipt whereof is hereby by it acknowledged, and in further consideration of the covenants on the part of the Grantees

herein contained, it, the Grantor, does grant unto the Grantees, in fee simple, all those certain lot, piece and parcel of land and premises being more particularly described in Schedule "C" attached to this Deed.

**TO HOLD UNTO** and to the use of the Grantees, their heirs and assigns, subject nevertheless to the reservations, limitations, provisions and conditions, stipulations and restrictions contained in Schedules "A" and "B" herein.

**THE GRANTOR** covenants with the Grantees that it has done no act to encumber the said lands.

**AND THE GRANTOR** releases to the Grantees all its claims upon the said lands.

**AND THE PARTIES** hereto respectively covenant and agree, each with the other, that they will observe the stipulations, restrictions and provisions contained in the covenants in Schedules "A" and "B" hereto annexed, and that they will execute and have executed by every purchaser like covenants or ones to the same effect in every conveyance made by them or any of them to any purchasers of other lands shown upon the said Plan No. 3594, and subsequently revised on January 3rd, 1996 under Plan No. 3728Y92-R, and filed as Plan No. 3852, or of the lands hereby conveyed or any portion or portions thereof, as the case may be, so that all persons hereafter holding or claiming under the parties hereto or any of them shall be bound to observe the said stipulations, restrictions and provisions; and it is hereby declared and agreed that any person so holding or claiming shall have the right to enforce observance of the said stipulations, restrictions and provisions by any other person so holding or claiming so that the said stipulations, restrictions and provisions shall enure to and be for the mutual benefit of all persons so holding or claiming; this covenant to be in force until the 31st day of December, 2099.

**IT IS HEREBY DECLARED** and agreed that this Indenture and the Schedules hereto shall enure to the benefit of and be binding upon the Parties hereto, their heirs, executors, administrators, successors and assigns respectively.

**AND IT IS HEREBY DECLARED** and agreed by and between the Grantor and the Grantees herein, that the expression "the Grantor" used in These Presents shall include the heirs, executors, administrators, successors and assigns of the Grantor, and the expression "the Grantees" shall include the successors and assigns of the Grantees, the words in the singular include the plural, and words in the plural include the singular, and the words importing the masculine genera include the feminine and neuter genders where the context so requires, and that all covenants, liabilities and obligations entered into or imposed hereunder upon the Grantor shall be joint and several.

IN WITNESS WHEREOF the Grantor herein has caused These Presents to be properly executed the day and year first above written.

SIGNED, SEALED AND DELIVERED  
In the Presence of:

Sarah R Dean  
witness:

) TROUT POINT LODGE LIMITED  
)  
) Per: Vaughn J. Perret  
) Vaughn J. Perret - President  
)  
) Per: Charles L. Leary  
) Charles L. Leary - Secretary



IN WITNESS WHEREOF the Grantees herein have caused These Presents to be properly executed the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Kristin Piroso  
witness:

Kristin Piroso  
witness:

Kristin Piroso  
witness:

Kristin Piroso  
witness:

) Roy M. D'Aquila  
) Roy M. D'Aquila

) Aaron F. Broussard  
) Aaron F. Broussard

) Lawrence W. Stoulig Jr.  
) Lawrence W. Stoulig Jr.

) James E. Smith Jr.  
) James E. Smith Jr.

DOING BUSINESS UNDER THE FIRM  
NAME AND STYLE OF KEMPT  
WILDERNESS LODGE SERVICES, a  
registered partnership

UNITED STATES OF AMERICA  
STATE OF New York  
COUNTY OF Tompkins

I, Tara Linderman, a Notary Public, duly appointed, commissioned and sworn, residing and practising at 207 E. Court St, Ithaca, NY 14850, in the State of New York, do hereby certify that on this 18 day of NOV, A.D., 2003, before me personally came and appeared, Sarah R. Dean, a subscribing witness to the foregoing Deed, who being by me duly sworn, made oath and said that he/she was present and saw Vaughn J. Peret and Charles L. Leary, the duly authorized signing officers of TROUT POINT LODGE LIMITED, one of the parties herein, sign, seal and execute the said Deed of their own free will and accord for the purposes therein mentioned.

WITNESS my Notarial Seal at 207 E. Court St in the State of New York,  
United States of America. Ithaca, NY 14850

Tara R. Linderman  
A Notary Public in and for the State  
of

My Commission expires:

TARA R. LINDERMAN  
Notary Public, State Of New York  
No. 011609338  
Qualified in Tompkins County  
My Commission Expires July 7, 2007

COUNTRY: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, duly appointed, commissioned and sworn, residing and practising at \_\_\_\_\_, in the \_\_\_\_\_, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, A.D., 2003, before me personally came and appeared, \_\_\_\_\_, a subscribing witness to the foregoing Deed, who being by me duly sworn, made oath and said that he/she was present and saw Vaughn J. Peret and Charles L. Leary, the duly authorized signing officers of TROUT POINT LODGE LIMITED, one of the parties herein, sign, seal and execute the said Deed of their own free will and accord for the purposes therein mentioned.

WITNESS my Notarial Seal at \_\_\_\_\_ in the \_\_\_\_\_,  
\_\_\_\_\_

\_\_\_\_\_  
A Notary Public in and for the  
of

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
COUNTY OF JEFFERSON

I, MICHAELE ESCOPIER a Notary Public, duly appointed, commissioned and sworn, residing and practising at Kenner, in the State of Louisiana, do hereby certify that on this 12<sup>th</sup> day of APRIL, A.D., 2008, before me personally came and appeared, KRISTIN DISOSO, a subscribing witness to the foregoing Deed, who being by me duly sworn, made oath and said that he/she was present and saw Roy M. D'Aquila, Aaron F. Broussard, Lawrence W. Stonlig, Jr., and James E. Smith Jr., doing business under the firm name and style of KEMPT WILDERNESS LODGE SERVICES, one of the parties herein, sign, seal and execute the said Deed of her own free will and accord for the purposes therein mentioned.

WITNESS my Notarial Seal at KENNER in the State of Louisiana, United States of America.

Michael Escopier #26761  
A Notary Public in and for the State  
Of Louisiana

My Commission expires: death



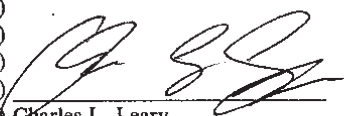
COUNTRY:  
PROVINCE OF STATE OF NEW YORK  
COUNTY OF TOMPKINS

**AFFIDAVIT OF STATUS**

I, Charles L. Leary of 189 Trout Point Road, Kemptville, in the County of Yarmouth and Province of Nova Scotia, make oath and say as follows:

1. THAT I am the Secretary of TROUT POINT LODGE LIMITED, (the "Company"). Except as otherwise states I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. THAT I acknowledge that the Corporation executed the foregoing Instrument by its proper officers duly authorized in that regard under seal on the date of this Affidavit; this acknowledgement is made for the purpose of registering such Instrument pursuant to s. 31(a) of the *Registry Act*, R.S.N.S. 1989, c. 392.
3. THAT the Corporation is a resident of Canada under the Income Tax Act (Canada).
4. THAT when TROUT POINT LODGE LIMITED executed the attached instrument, the ownership of a share or an interest in a share of the corporation did not entitle the owner of such share or interest in such share to occupy a dwelling owned by the corporation.
5. THAT the sale of the property in Schedule "A" attached hereto constitutes an exempt supply pursuant to Part I of Schedule V of the Excise Tax Act.

SWORN TO at <sup>207 E. Court St</sup> ~~Ithaca, NY 14850~~ in the )  
 County of Tompkins in the )  
 Country of USA, this 18 )  
 day of November, A.D. )  
 2003, before me: )  
Tara R. Linderman )  
 A Notary Public in and for : )

  
 Charles L. Leary  
 Secretary

My Commission expires:

**TARA R. LINDERMAN**  
 Notary Public, State Of New York  
 No. 011809339  
 Qualified in Tompkins County  
 My Commission Expires July 7, 2007

**126**  
**SCHEDULE "A"**

To the intent that the burden of this covenant may run with the lands described in the within conveyance the Grantor and the Grantees do hereby respectively covenant and agree with each other and, as to the Grantees, with the owner or owners of any other land to which is attached the benefit of the stipulations, restrictions and provisions set out in Schedule "B" hereto, and with their respective heirs, executors, administrators, successors and assigns, that the Grantees and the Grantee's, successors in title from time to time of the said lands, will henceforth observe and comply with the stipulations, restrictions and provisions set forth in Schedule "B" hereto, and that nothing shall ever be erected, fixed, placed, or done upon the land as to which they respectively covenant, in breach, or violation, or contrary to the fair meaning of the said stipulations, restrictions and provisions, and that the Grantees will exact covenants, the same as those contained herein, from the Grantees in any conveyance which the Grantees may make of the said lands or any part thereof. This covenant is not to be held binding upon the Grantees, or any other person, except in respect of breaches committed or continued during their, his or her joint or sole seisin of or title to the lands upon or in respect of which such breaches shall have been committed.

**IN WITNESS WHEREOF** the Parties hereto have caused These Presents to be properly executed the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Elizabeth H. Bishop  
witness:

)  
) TROUT POINT LODGE LIMITED  
)  
) Per: [Signature]  
) Vaughn J. Perrel, President  
)  
) [Signature]  
) Charles L. Leary, Secretary

KEMPT WILDERNESS LODGE SERVICES

**IN WITNESS WHEREOF** the Parties hereto have caused These Presents to be properly executed the day and year first above written.

SIGNED, SEALED AND DELIVERED

[Signature]  
Witness:  
[Signature]  
witness:  
[Signature]  
witness:  
[Signature]  
witness:

) [Signature]  
) Roy M. DeLuca  
)  
) [Signature]  
) Aaron F. Broussard  
) [Signature]  
) Lawrence W. Stoulig, Jr.  
)  
) [Signature]  
) James E. Smith Jr.

DOING BUSINESS UNDER THE FIRM  
NAME AND STYLE OF **KEMPT  
WILDERNESS LODGE SERVICES**, a  
registered partnership

SCHEDULE "B"

1. All exterior finishes or externally visible parts of all buildings and structures will either be of full log construction or will use natural wood shingles or clapboard. Alternatively, natural stone may also be used as a structural element or an exterior finish. All externally visible wood will not be painted or stained except with wood stains in natural colors to be approved by Trout Point Lodge Limited management or is assigns.
2. No buildings or structure will exceed two stories in height.
3. No trees with a circumference greater than Fourteen (14") inches will be cut on the property except to clear a construction site, a Ten (10') foot or less wide driveway, a small parking area, or if trees potentially affect the safety of a building due to treefall or heavy limbs. No trees shall be cut within Ten (10') feet of a property line. No commercial logging is allowed. Trees may be cleared only after consultation with Trout Point Lodge management or its assigns to improve the visibility of a natural water body from a house.
4. No television antennas allowed on or adjacent to buildings or structures. Small Eighteen (18") inch or less satellite receptor dishes only allowed.
5. No hunting or trapping permitted.
6. All vehicle access will occur from the Trout Point Lodge private road.
7. No all terrain vehicles (ATV), "jet ski" type water vehicles, or snowmobiles allowed unless express, written permission is given by Trout Point Lodge Limited or its assigns.
8. No dumping or burying of waster materials allowed. Garbage shall be kept in closed containers outside of general view from the road.
9. No burning of trash, plastic or other synthetic materials allowed.
10. No outside clotheslines or dog animal pens allowed.
11. No noxious or commercial activity, except for property rentals previously approved by Trout Point Lodge Limited allowed.
12. No garage doors facing out towards Trout Point Lodge road allowed. All garages must have a door, doors must have a wood finish.
13. No metal, modular, or pre-fabricated buildings allowed. No temporary housing allowed.
14. All buildings will be set back Fifty (50') feet or more from all adjacent property owners, roads



and natural water bodies.

- 15. In the event that any one or more of the said restrictions shall be declared unenforced by a court of competent jurisdiction, then the remainder of restrictions shall remain in full force and effect.
- 16. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their executors, heirs, administrators and assigns.

**IN WITNESS WHEREOF** the Parties hereto have caused These Presents to be properly executed the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Jarah R Dean  
witness:

Mickelle Lewis  
witness:

)  
 ) TROUT POINT LODGE LIMITED  
 )  
 ) [Signature]  
 ) Per: Vaughn J. Perre, President  
 )  
 ) [Signature]  
 ) Per: Charles L. Leary, Secretary

**IN WITNESS WHEREOF** the Parties hereto have caused These Presents to be properly executed the day and year first above written.

SIGNED, SEALED AND DELIVERED

Kristin Duroso  
witness:

Kristin Duroso  
witness:

Kristin Duroso  
witness:

Kristin Duroso  
witness:

)  
 ) [Signature]  
 ) Roy M. D'Aquila  
 )  
 ) [Signature]  
 ) Aaron F. Broussard  
 )  
 ) [Signature]  
 ) Lawrence W. Spoulig Jr.  
 )  
 ) [Signature]  
 ) James E. Smith Jr.

) DOING BUSINESS UNDER THE FIRM  
NAME AND STYLE OF KEMPT  
WILDERNESS LODGE SERVICES, a  
registered partnership

Presently identified as a portion  
of PID No. 90243643

identified as Lot #20  
Lands at East Kemptville, N.S.

SCHEDULE "C"

ALL AND SINGULAR that certain lot, piece or parcel or tract of land and premises situate, lying and being on the Western side of the East Kemptville Road in the County of Yarmouth and Province of Nova Scotia, being Lot No. 20 as shown on a Plan of Subdivision of Trout Point Lodge Limited dated the 21st day of September 2003, being Plan No. 4756Y03 prepared by R.C.Dearman Surveys Limited and which lot may be more particularly described as follows:

BEGINNING at a found survey marker which found survey marker is situate at the intersection of the Western boundary of the East Kemptville Road so-called with the Southwestern boundary of the Trout Point Road;

THENCE Southwardly following an arc of a curve to an unmonumented point.

The straight line distance between the found survey marker and the unmonumented point being South Zero One Degrees, Thirty-two Minutes, Thirty seconds East (S 01° 32' 30"E) One Hundred Seventy-six decimal Twenty-four feet (176.24');

THENCE continuing South Zero nine degrees, Fifty-seven minutes, Forty-two seconds East (S 09° 57' 42"E) following the Western boundary of the East Kemptville Road, Sixty-eight decimal Eighteen feet (68.18') or to a survey marker and land of Nova Scotia Natural Resources being PID No. 90293994;

THENCE North Eighty-seven degrees, Eleven minutes, Eighteen seconds West (N 87° 11' 18"W) Three Hundred thirty-one decimal Sixty-seven feet (331.67') or to a survey marker;

THENCE North Twenty-three degrees, Thirty-five minutes, Zero zero seconds East (N 23° 35' 00"E) following other lands of Trout Point Lodge Limited being PID No. 90243643, Three Hundred Fifty-Eight decimal Twenty feet (358.20') to a survey marker situate on the Southwestern boundary of the Trout Point Road;

THENCE South Forty-four degrees, Fifty-seven minutes, Zero zero seconds East (S 44° 57' 00"E) following the Trout Point Road, Sixty-five decimal Ninety-four feet (65.94') or to an unmonumented point;

THENCE continuing Southeastwardly following the Trout Point Road to an unmonumented point;

The straight line distance between the two unmonumented points last mentioned being South Sixty-two degrees, Twenty-seven minutes, Fifty-four seconds East (S 62° 27' 54"E) One Hundred Six decimal Forty-eight feet (106.48');

THENCE continuing South Seventy-nine degrees, Fifty-eight minutes, Forty-eight seconds East (S 79° 58' 48"E) along the Trout Point Road Thirty decimal Ninety-one feet (30.91') or to the found survey marker first mentioned and the place of beginning.

Lot 20 contains an area of Seventy-one Thousand, Two Hundred and Forty-five square feet (71,245) more or less.

Lot 20 is a portion of the remainder lands of Trout Point Lodge Limited as contained in a Deed dated December 23rd, 1998 and recorded at the Registry of Deeds Office at Yarmouth, Nova Scotia, on January 11th, 1999 in Book 577 at Page 38.

Together with a right of way over what is known as Trout Point Lodge Road, formerly known as Prout Point Road more fully described with reference to a deed from Group Marketing Co-ordinates (1994) Limited to Trout Point Lodge Limited dated December 23rd, 1998 and recorded on January 11th, 1999 in Book 577 at Page 38 at the Registry of Deeds Office at Yarmouth, N.S.

The above-described Lot 20 was approved for subdivision on the \_\_\_\_ day of \_\_\_\_\_, A.D. 2003, by Plan recorded as P-\_\_\_\_\_.