

HALIFAX COUNTY REGISTRY OF DEEDS		650	6741	552-551
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Arlene D'Eon		JAN 7 2002		1:26
		MM-DD-YYYY		Time

THIS WARRANTY DEED made this 27th day of December, 2001,

I hereby certify that:  
☒ That the Deed Transfer Tax has been paid  
☐ No Deed Transfer Tax is due and payable

**Housing & Municipal Affairs**  
 Arlene D'Eon Halifax Registrar of Deeds

**KIEL DEVELOPMENTS LIMITED**, a body corporate having its head office at Dartmouth, in the Halifax Regional Municipality, Province of Nova Scotia

(hereinafter called the "GRANTOR")

OF THE ONE PART

- and -

**FREDERICK GRENVILLE SOUTHERN** of Eastern Passage in the Halifax Regional Municipality, Province of Nova Scotia,

(hereinafter called the "GRANTEE")

OF THE OTHER PART

**WITNESSETH** that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada and other good and valuable consideration, the Grantor hereby conveys to the Grantee the lands described in Schedule "A" to this Warranty Deed subject to the stipulations, restrictions and provisions set forth in Schedule "B" hereto annexed.

**THE GRANTOR** covenants with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the Grantor has good title to the lands and the right to convey them as hereby conveyed, that they are free from encumbrances, save as aforesaid, and that the Grantor will procure such further assurances as may be reasonably required.

**THE GRANTEE** covenants with the Grantor and with the owner or owners from time to time of all other lands in the subdivision to which the benefit and burden of the following stipulations, regulations and provisions are attached, namely the "Hartlen Point Hills Subdivision" of the Grantor at Eastern Passage, Halifax Regional Municipality, Nova Scotia, which the Grantor, or its successors and assigns, may have heretofore conveyed or may hereafter convey subject to stipulations, restrictions and provisions substantially similar to those in Schedule "B", to the intent that the burden of this covenant may run with and bind the lands hereby conveyed, as described in Schedule "A" attached hereto, and every part thereof, forever, and that the benefit of these restrictions shall run with each of the lots and with each part of the land now or hereafter owned by the Grantor at Eastern Passage and known as the "Hartlen Point Hills Subdivision" as it may be developed and exist from time to time, and that the Grantee, his heirs, executors, administrators, successors and assigns will observe, confirm and comply with the stipulations, restrictions and provisions set out in Schedule "B" hereto annexed, that the Grantee will in any subsequent conveyance of the property, in whole or part, insert the same restrictive covenants as are set forth herein, including this clause, and will require any subsequent purchaser to execute such conveyance, with the intent that all subsequent purchasers of the property or any part thereof shall be bound by the restrictive covenants contained herein. This covenant shall not be held binding upon the Grantee or any other person, persons or corporation claiming through the Grantee, except in respect of breaches committed or continued during his, her, their or its ownership of the said lands, upon or in respect of which the said breaches shall have been committed.

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This Conveyance shall be read with all changes of number and gender required by the context.

IN WITNESS WHEREOF the said Parties hereto have properly executed these presents the day and year first above written.

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF

[Redacted]

Witness as to the signature of the  
Officer of Kiel Developments Limited

[Redacted]

Witness as to the signatures of the  
Grantee(s)

KIEL DEVELOPMENTS LIMITED

[Redacted]

VICTOR KIELBARTOWSKI

[Redacted]

FREDERICK GRENVILLE SOUTHERN

PROVINCE OF NOVA SCOTIA  
HALIFAX REGIONAL MUNICIPALITY

I HEREBY CERTIFY that on this 27th day of December, 2001, KIEL DEVELOPMENTS LIMITED, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed by its duly authorized officer in my presence and I have signed as a witness to such execution.

[Redacted]

A Barrister of the Supreme Court of Nova Scotia  
(W. Mark Penfound, Q.C.)

PROVINCE OF NOVA SCOTIA  
HALIFAX REGIONAL MUNICIPALITY

On this 27th day of Dec., 2001, before me, the subscriber, personally came and appeared Stephen D. Piggott a subscribing witness to the foregoing indenture, who, having been by me duly sworn, made oath and said that FREDERICK GRENVILLE SOUTHERN, two of the parties thereto, signed, sealed and delivered the same in his presence.

[Redacted]

A Barrister of the Supreme Court of Nova Scotia

STEPHEN D. PIGGOTT  
A Barrister of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
HALIFAX REGIONAL MUNICIPALITY

I, VICTOR KIELBRATOWSKI, of Dartmouth in the Halifax Regional Municipality,  
Province of Nova Scotia, make oath and say as follows:

1. THAT I am the President of KIEL DEVELOPMENTS LIMITED, a body corporate.
2. THAT KIEL DEVELOPMENTS LIMITED is now, and intends to be at the date of closing, a resident of Canada within the meaning of the Income Tax Act (Canada).
3. THAT when the signing officers of KIEL DEVELOPMENTS LIMITED executed the attached instrument, the ownership of a share or an interest in a share of the corporation did not entitle the owner thereof to the occupation of a dwelling owned by the corporation.
4. THAT the property described in Schedule "A" attached hereto is not and has not been occupied by any person owning a share or an interest in a share of the said corporation.

SWORN TO at Dartmouth, in the )  
Halifax Regional Municipality, )  
Province of Nova Scotia, this 27th )  
day of December 2001, before me: )

[Redacted Signature]

A Barrister of the Supreme Court of  
Nova Scotia

(W. Mark Penfound, Q.C.)

[Redacted Signature]

VICTOR KIELBRATOWSKI

**SCHEDULE "A"**  
**LOT 64**

ALL THAT parcel of land situate on the southeasterly side of Sand Key Drive and northeasterly side of Southeast Passage Road within Hartlen Point Hills, Phase 1-B, at Eastern Passage, County of Halifax, Province of Nova Scotia, being designated as Lot 64 on a "Plan of Survey of Lots 13 to 38 Inclusive, 41 to 50 Inclusive, 53 to 62 Inclusive and 64 to 75 Inclusive and Parcels SKD-1, SKD-2, SSD-1 and P-1 Being a Subdivision of Block HP, Lands of Kiel Developments Limited and Highpoint Developments Limited"; said plan prepared by Wallace Macdonald & Lively, Ltd., dated January 10, 2001, and signed by J. Jeff Fee, NSLS; said Lot 64 having an area of 17,360 square feet, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 4354 to Nova Scotia Coordinate Monument 4355 has a grid bearing of North  $31^{\circ}13'57''$  East, referred to Meridian  $64^{\circ}30'$  West, and relating all bearings herein thereto.

COMMENCING at a survey marker found on the southeasterly limit of Sand Key Drive at the most westerly corner of Lot A-1 as shown on said plan;

THENCE South  $49^{\circ}19'48''$  East along Lot A-1, a distance of 176.43 feet to a survey marker found at a corner thereof;

THENCE North  $36^{\circ}11'25''$  East along Lot A-1, a distance of 146.34 feet to a survey marker found on the southwesterly limit of Lot 67;

THENCE South  $49^{\circ}19'48''$  East along Lot 67, a distance of 17.35 feet to a survey marker placed on the northwesterly limit of Lot HL-1;

THENCE South  $38^{\circ}16'55''$  West along Lot HL-1, a distance of 334.71 feet to a survey marker found on a curve of Southeast Passage Road having a radius of 767.00 feet;

THENCE along said curve of Southeast Passage Road to the right, an arc distance of 12.00 feet, chord equivalent being 12.00 feet, measured on a course North  $51^{\circ}35'23''$  West to a survey marker found at the most southerly corner of Lands Now or Formerly of Rev. Neil Bergman.

THENCE North  $38^{\circ}16'55''$  East along said Bergman lands, a distance of 118.00 feet to a survey marker found at a corner thereof;

THENCE North  $47^{\circ}04'42''$  West along said Bergman lands and Lands Now or Formerly of Wayne J. Munroe and Carol M. Munroe, a distance in all of 100.33 feet to a survey marker found at a corner of said Munroe lands;

THENCE South  $40^{\circ}32'40''$  West along said Munroe lands, a distance of 13.95 feet to a survey marker found at the most easterly corner of Lot 63;

THENCE North  $42^{\circ}10'39''$  West along Lot 63, a distance of 83.97 feet to a survey marker found on a curve of Sand Key Drive having a radius of 617.13 feet;

THENCE along said curve of Sand Key Drive to the left, an arc distance of 70.82 feet, chord equivalent being 70.78 feet, measured on a course North  $44^{\circ}01'38''$  East to the point of commencement.

SUBJECT TO a utility line easement for the installation and maintenance of overhead utility wires, poles, anchors, and appurtenances, and for the clearing of vegetation as required over, along, upon, and under that strip of land 10 feet in radial width lying adjacent to Sand Key Drive, and extending to the sidelines of Lot 64 as shown on the aforementioned plan dated January 10, 2001.

## SCHEDULE "B" - HARTLEN POINT HILLS

1. The Lands to which these covenants shall apply (hereinafter called the "said Lands") include the Lot described in Schedule "A" hereto annexed and conveyed by this deed and all that certain subdivision known as Hartlen Point Hills.

2. "Garage" as used herein, shall include any structure used, or to be used, for the housing or protection of motor vehicles.

3. No building shall be erected on the said Lands other than a detached private dwelling house to and for the use of a single family with or without an appropriate garage attached hereto. Detached garage may be permitted at the discretion of the Grantor.

4. No more than one dwelling unit shall be erected, or shall stand, at any one time upon said Lands for an R-1 Lot.

5. No dwelling house shall be erected, or stand upon the said Lands, or any part thereof, which shall have ground floor area of less than:

For conventional R-1 type lots (lots having a total square footage greater than 5,000 sq.ft.):

- (i) 1,200 square feet, in the case of a one storey dwelling
- (ii) 800 square feet, in the case of a dwelling of more than one storey but not a full two storey
- (iii) 700 square feet, in the case of a dwelling of two storeys or more, provided that the total habitable floor area of any dwelling shall not be less than 1,400 square feet.

The measurements for calculations of the areas referred to in this paragraph number 5 shall be taken as the outside measurements of the main walls of each dwelling house, excluding garage, veranda, sunroom.

6. No building shall be erected on the said lands, or any addition or alteration shall be made thereto, unless the design of such building, addition or alteration and plans therefor, drawn by a duly qualified person, and shall be approved by the Grantor in writing.

7. 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 location thereof, as indicated by siting plan (including the distances from the front, side and rear limits) shall have been first submitted to and approved in writing by the Grantor, 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.

8. No mud, debris, building materials or other matter shall be placed by the Grantee or those working or engaged on its behalf within the street right-of-way or on other lands not owned by the Grantee. If such mud and debris is deposited, it shall be removed by the Grantee within twenty-four (24) hours of receipt of a request to do so from the Grantor, and if it is not so removed, then the Grantor may cause the mud or debris to be removed and recover the cost from the Grantee.

9. The lands or any building erected, or to be erected thereon, shall not be used for the purpose of any profession, trade, employment, service, manufacturer or business of any description, nor as a school house, hospital or other charitable institution, nor as a hotel, apartment house, rooming house, or place of public resort, nor for any sport (other than such games as are usually played in connection with the normal occupation of a private residence) nor for any other purpose than a private residence for the use of one family only to each dwelling unit. Not shall anything be done or permitted upon any of the said lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighbouring lands or buildings unless approved under the Town By-laws and by the Grantor.

10. No fence shall be erected or maintained on the said lands or any part thereon other than an ornamental wire, iron or wooden fence of open construction, with or without brick or stone foundations, unless approved in writing by the Grantor and no such fence shall be higher than four feet (4'), or be situated within twenty feet (20') of the street line in front of the lot on which said fence is erected or within ten feet (10') of any other street line. Screens for landscaping purposes may be erected upon written approval by the Grantor.

11. No signs, billboards, notices, or other advertising matter, of any kind, (except the ordinary sign 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 Grantor in writing.

12. No trailer other than for recreational purposes shall be parked or placed upon any part of the said lands.

13. No excavation shall be made on the said lands except excavation for the purpose of building on same at the time of commencement of such building, or for the improvement of the gardens and ground thereof. No soil, sand or gravel shall be removed from the said lands except with the prior permission of the Grantor.

14. No living tree with a butt diameter of more than four inches (4") shall be cut, or removed, from the said lands other than those standing within the area to be excavated for the erection of a building thereon without the consent in writing of the Grantor.

15. 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 levelling in connection with the erection of a building thereon or the immediate improvement of the grounds.

16. No horses, cattle, hogs, sheep, poultry or other stock or animals other than household pets normally permitted in private homes in urban residential areas shall be kept upon the said lands and no breeding of pets shall be carried out upon the said lands.

17. The Grantee will not withhold consent to the construction of sidewalks, pavement, sewers, watermains and other local improvements which may be petitioned for by the Grantor, and the Grantee shall not withhold consent to the erection or installation and maintenance at the front or side of any lot contained in Hartlen Point Hills of electric, telephone and/or television poles, lines and equipment and guys and anchors in connection therewith, and underground cables all for common use with all necessary access from time to time for all employees of the person, firm or corporation, or persons, firms or corporations furnishing, maintaining and repairing the same.

18. The Grantor shall have the right to convey to the Municipality or other public authority, any part of Hartlen Point Hills (other than the lands already conveyed) for park, recreational or similar purposes.

19. The Grantee will not permit the condition of the surface of the said lands or any part thereof to be in such a condition to be below the standard of landscaping of the surface of lots which is normally found in a first class residential neighbourhood. The Grantee shall be responsible for landscaping between the curb and the street line abutting his property. The front and side yards shall be fully landscaped and the rear yard shall be landscaped for a distance of twenty feet (20') from the rear of the dwelling. All landscaping of disturbed areas shall be effected through the installation of sods.

20. Footing drain leaders, footing drains, sump pumps and swimming pool drains shall not be connected to the sewer system. Roof leaders shall be connected directly to the storm sewer lateral. Backwater valves must be installed on the storm lateral upstream of the roof leader connection wherever the basement floor elevation is below street grade. The Grantor reserves the right to enter onto any property to correct any improper action at any time should the property owner fail to take corrective action within ten (10) days of written notification to do so. The Grantee shall provide access for the carrying out of testing and repairs to sanitary sewer laterals when requested. Any, and all costs incurred by the Grantor, because of improperly constructed lateral connection, shall be the responsibility of the property owner.

21. The Grantee shall meet any and all requirements imposed on his individual lot by the Halifax Regional Municipality through the grade alteration permit by-law and any permits pursuant to the by-law and also by the Nova Scotia Department of the Environment, including, but not limiting to:

- 1) Access to each lot shall be restricted to one driveway per conventional R-1 lot. Prepare driveway with a layer of filter fabric covered with three (3") inches to six (6") inches of surge rock. Maintain rock surface during construction.

- 2) Remove and/or refrain from storing earthen fill material next to curb. Cover fill material next to the curb. When at all possible, pile fill towards the rear and sides of the lot until needed for landscaping. Cover fill material with plastic sheeting or other material to protect from rainfall. Maintain soil stabilization measures until ready to sod.

- 3) When de-watering foundations or pits, pump the water into vegetative section or through three (3) cubic yards of one (1") inch clean crushed stone.
22. No satellite dish or other external electronic receiving equipment shall be permitted on the property.
23. Any damage to any of the Municipality services which have been installed by or on behalf of the Grantor (which services shall include, but are not limited to, water service lines and curb stops), caused by the Purchaser, or by any person working or engaged on its behalf, shall be repaired at the expense of the Purchaser. If the Purchaser does not effect such repairs within a reasonable time upon receipt of notice from the Grantor, then the Grantor may repair the same and recover the cost thereof from the Purchaser.
24. The Grantor may alter, waive or modify any of the foregoing building and other restrictions.
25. "Grantor" means KIEL DEVELOPMENTS LIMITED  
"Grantee" means the grantee and successors in title.