

THIS WARRANTY DEED made this 8th day of August, A.D., 1990,

BETWEEN:

LOON LAKE DEVELOPMENTS LIMITED, a body corporate, with Head Office at Dartmouth, in the County of Halifax, Province of Nova Scotia

(hereinafter called the "Grantor")

OF THE FIRST PART

- and -

I hereby certify that the Deed Transfer Tax on the within described property transfer has been paid on this 14th day of Aug. A.D. 1990.

PATRICIA MARLENE MARTIN of Halifax, in the County of Halifax, Pharmacist

Municipal Collector
Municipality of the County of Halifax

(hereinafter called the "Grantee")

OF THE SECOND PART

WITNESSETH that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the Grantor hereby conveys to the Grantee the lands described in Schedule "A" hereto annexed, subject to the restrictive covenants 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 in fee simple to the lands and the right to convey them as hereby conveyed, that the lands are free from encumbrances, and that the Grantor will procure such further assurances as may reasonably be required.

THE GRANTEE covenants with the Grantor that he will insert in any subsequent conveyance of the property described in Schedule "A" the same restrictive covenants as are set forth in this Deed, including this clause, with the intent that all subsequent purchasers of the land or any part thereof should be bound by the restrictive covenants herein contained.

IN THIS WARRANTY DEED the singular includes the plural and the masculine gender includes the feminine and neuter genders with the intent that this Warranty Deed

shall be read with all appropriate changes of number and gender.

IN WITNESS WHEREOF the Grantor has subscribed these presents by the hands of its proper officers in that behalf duly authorized and the Grantee has duly executed these presents the day and year first above written.

SIGNED, SEALED and DELIVERED)

[REDACTED]

LOON LAKE DEVELOPMENTS,
LIMITED

Per:

And:

PATRICIA MARLENE MARTIN

Province of Nova Scotia
County of Halifax

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Halifax in the County of Halifax, N. S., at 2:46 o'clock P. M., on the 14 day of August A.D., 1990 in Book No. 4965 at Pages 926-934 as Document Number 112812

Registrar of Deeds for the Registration
District of Halifax County

Legal Description of Lot 312
Montague Estates
Phase III

Lot 312 being all that certain piece or parcel of land lying and being at Braeloch Court as shown on plan of survey of Lots 301 to 320 inclusive, a subdivision of lands of Loon Lake Developments Limited at Montague Drive and Glenelg Court, Halifax County, NS, by Steven Milligan, N.S.L.S., dated April 27, 1990, and filed as Alderney Surveys Ltd. plan no. 891182-2. Lot 312 being more particularly described as follows:

Beginning at a point on the southeastern boundary of Braeloch Court, said point being the western corner of Lot 311,

Thence South $40^{\circ}13'22''$ East a distance of 60.00' along the southwestern boundary of Lot 311 to a point,

Thence South $23^{\circ}46'06''$ East a distance of 145.51' along a portion of the western boundary of Lot 311 to a witness survey marker,

Thence South $23^{\circ}46'06''$ East a distance of 27.00' more or less along the remaining portion of the western boundary of Lot 311 to the point on the ordinary high water mark of Loon Lake,

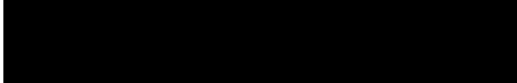
Thence westerly along the ordinary high water mark of Loon Lake a distance of 350.00' more or less to a point, said point being the southern corner of drainage right-of-way DR-1,

Thence North $40^{\circ}20'04''$ East a distance of 85.00' more or less along a portion of the southwestern boundary of drainage right-of-way DR-1 to a witness survey marker,

Thence North $40^{\circ}20'04''$ East a distance of 113.60' along the remaining portion of the southeastern boundary of drainage right-of-way DR-1 to a point on the western boundary of Braeloch Court,

Thence southeasterly and northeasterly along a curve having a radius of 64.00' a distance of 118.97' along the northern boundary of Braeloch Court to the point of beginning and containing an area of 40,911 square feet more or less.

All bearings are based on 3° M.T.M. Grid North Central Meridian $64^{\circ}30'$ West.


Alexander E. MacLeod, N.S.L.S.

SCHEDULE "B"LOON LAKE DEVELOPMENTS LIMITEDRESTRICTIVE COVENANTS

These Restrictive Covenants attach to and run with each of the lots located within Phase III of the development of lands owned by Loon Lake Developments Limited and situate near Loon Lake, in the County of Halifax, Province of Nova Scotia. Phase III of this development consists of lots 301 to 320 as shown on a tentative plan of survey and subdivision of a portion of lands of Loon Lake Developments Ltd. at Montague Mines Road, Halifax County, Nova Scotia, prepared by Alderney Surveys Limited dated October 12, 1989.

1. The lands shall not be used for any use other than private residential purposes only and 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 or carport.

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

(i) 1,200 square feet in the case of a dwelling of less than two stories;

(ii) 1,000 square feet in the case of a dwelling of two stories or more provided that the total habital floor area of any such dwelling shall not be less than 2,000 square feet.

The measurements for calculations of the areas referred to in this paragraph 2 shall be taken as the outside measurements of the main walls of each dwelling house, excluding garage, porch, veranda and decks.

3. No garage or utility building shall be erected on the said lands unless such garage or utility building is approved by the Grantor pursuant to Paragraph 4 hereof. "Garage" as used herein shall include any structure used or to be used for the housing or protection of motor vehicles.

4. No building shall be erected on the said lands unless of neat design, constructed in a proper and workmanlike manner and no building shall be erected on the said lands or any addition or alteration shall be made thereto unless the design of such buildings, addition or alteration and the plans therefor shall be approved by the Grantor in writing. In approving such plans the Grantor may, without limiting the generality of the foregoing, take into consideration proposed foundations, finished floor elevations, material and colour of all roofs, exterior walls, woodwork, windows, hardware and lighting fixtures, fencing, paving and landscape details proposed.

5. No building shall be erected on the said lands unless the external walls are faced with brick, stone, natural wood or other material approved in writing by the Grantor.

6. No building on the said lands shall remain incomplete, according to the designs, plans and specifications approved as aforesaid, after one (1) year from the date of commencement of construction.

7. Any disturbed area (i.e. not in its natural state) between the legal street boundary and the front of the house erected on the said lands shall not remain unsodded or unseeded after 30 days from the date such sodding or seeding is requested in writing by the Grantor or after 30 days after seasonal conditions permit such sodding or seeding, whichever is earlier.

8. 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 the siting plan (including the distances from the front, side and rear limits, drainage patterns, servicing routes and driveway location) 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.

9. The said lands or any buildings erected or to be erected thereon shall not be used for the purpose of any trade, employment or manufacturer, nor as a school, 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 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.

10. No fence shall be erected or maintained on the said lands or any part thereof 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 situate between the building line and the street line.

11. No clothes lines or other device for the drying or airing out of clothes shall be erected upon that portion of the said lands between the house erected thereon and the official street line nor shall that portion of the said lands between the house to be erected thereon and the official street line be used for the drying or airing out of clothing.

12. No building shall be erected upon the said lands any part of which, including a veranda, patio or steps, shall be erected nearer to the street right of way in front thereof than seventy-five (75) feet without the prior written consent of the Grantor.

13. No construction shall be commenced upon the said lands until the lot grading and house location plans have been submitted to and approved by the Grantor.

14. The Grantee will not withhold consent to the construction of sidewalks, pavements, sewers, water mains, 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 the said lands of electric, telephone and/or telephone poles, lines and equipment and guys and anchors in connection therewith, and the underground cables, all for common use with all necessary access from time to time for the employees of the person, firm or corporation, or persons, firms or corporations furnishing, maintaining and repairing the same.

15. 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 Grantor in writing.

16. No trailers or mobile homes, either with or without wheels attached, shall be placed or permitted to remain on the said lands.

17. 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 of ground thereof. No soil, sand or gravel shall be removed from the said lands except with the prior permission of the Grantor. No excavations will be left exposed for longer than a reasonable length of time, no piles of fill will be left unprotected against erosion and no disturbed surfaces will be left unfinished for longer than a reasonable length of time. This covenant shall not operate so as to prevent the carrying on of reasonable gardening activities.

18. No lot shall be graded in a manner that will result in storm water accumulating on the graded lot or accumulating or running onto abutting or adjacent lots to any greater extent than exists prior to such grading.

19. No living tree shall be cut or removed from the said lands other than those standing within an area to be excavated for the erection of a building thereon without the consent in writing of the Grantor. If any such tree is cut down or removed without such consent of the Grantor, the Grantee shall forthwith replace the same under the supervision of the Grantor.

20. No fertilizer, herbicide, fungicide or other chemical shall be applied to the grounds in a manner or during weather conditions which would cause pollution.

21. 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.

22. 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 on upon the said lands.

23. No incinerator or other refuse burning device shall be erected or maintained upon the property without the prior written consent of the Grantor and no such incinerator or device shall be used other than in accordance with the requirement of any statute, regulation or by-law promulgated by any governmental authority having jurisdiction in that regard.

24. No exterior television, radio aerials, or satellite receiving dishes may be erected or maintained on any part of the said lands without the prior written consent of the Grantor.

25. No garbage, rubbish and/or waste materials shall be stored except:

- (i) in metal or plastic garbage cans or in plastic garbage bags or in a compost container, and
- (ii) in a sanitary manner in conformity with

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applicable health regulations and so as not to be accessible to pets or rodents, and

- (iii) in an enclosure large enough so that no garbage, rubbish, waste materials or containers are visible.

26. The lots shall be kept clean and sanitary at all times and no sewage or offal shall be placed or permitted to remain on any lot.

27. No major repairs to any motor vehicle shall be effected save within a wholly enclosed garage.

28. The Grantee will not permit the condition of the surface of the said lands or any part thereof to be in such a condition as to be below the standard of landscaping of the surface of lots which is normally found in a first class residential neighbourhood.

29. No ditch or watercourse within or abutting the said lands shall be blocked or otherwise obstructed so as to interfere with the free and uninterrupted flow of water therein and the Grantee will not fail or refuse to maintain any such ditch or watercourse as may be necessary to permit the free and uninterrupted flow of water therein.

30. The Grantor may waive, alter or modify these restrictive covenants in respect of any lot or lots without notice to the owner of any other lot so long as the Grantor retains ownership of any of the lands in Phase III of the development which are presently owned by the Grantor. If the Grantor no longer owns any land in Phase III of the development then these restrictive covenants may be waived, altered or modified in respect of any lot or lots upon the written consent of Two Thirds (2/3) of the registered owners of the lands in Phase III of the development.

31. If the Grantor no longer owns any lands in Phase III of the development then any permission, consent, request or any other act or thing which is required by any provision of these restrictive covenants to be given or made by the Grantor shall not be given or made by the Grantor but may be given or made by Two-Thirds (2/3) of the registered owners of lands in Phase III of the development.

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PROVINCE OF NOVA SCOTIA)
COUNTY OF HALIFAX SS)

I, ARCHIBALD HATTIE, hereby make oath and say
as follows:-

1. THAT I am an officer of the Grantor and have
personal knowledge of the matters and things herein deposed
to;

2. THAT the Grantor is now, and will be at the
date of the closing of the within conveyance, resident of
Canada within the meaning of the Income Tax Act (Canada);

3. THAT the lands described in the within Deed
are not occupied as a dwelling by any shareholder of the
Grantor nor is any shareholder entitled to use the lands as
a dwelling, and the lands have never been so occupied while
the lands have been owned by the Grantor.

SWORN TO at Halifax, in the)
County of Halifax, Province)
of Nova Scotia, this 5th day)
of)
)
)

ARCHIBALD HATTIE

A Commissioner of the Supreme)
Court of Nova Scotia)
WAYNE R. MARRYATT)
A Barrister of the Supreme)
Court of Nova Scotia)

PROVINCE OF NOVA SCOTIA)
COUNTY OF HALIFAX SS)

ON THIS 8th day of August,
 A.D., 1990, before me, the subscriber, personally came and
 appeared [REDACTED], a
 subscribing witness to the foregoing Deed, who, having been
 by me duly sworn, made oath and said that LOON LAKE
 DEVELOPMENTS LIMITED, one of the parties thereto, caused the
 same to be executed by the hands of [REDACTED],
 its President and [REDACTED],
 its Secretary and at the same time caused its
 corporate seal to be affixed thereto by the hand of its said
President in his presence.

[REDACTED]
 A Commissioner of the Supreme
 Court of Nova Scotia
[REDACTED]

PROVINCE OF NOVA SCOTIA)
COUNTY OF HALIFAX SS)

ON THIS 13th day of August, A.D. 1990
 before me, the subscriber, personally came and appeared
[REDACTED], a subscribing Witness to the
 foregoing Indenture, who, having been by me duly sworn, made
 oath and said that Patricia M. Murphy
 of the parties thereto,
 signed, sealed and delivered the same in his presence.

[REDACTED]
 A Barrister of the Supreme Court
 of Nova Scotia

CHARLES S. BEACH
 A BARRISTER OF THE
 SUPREME COURT OF NOVA SCOTIA
[REDACTED]