

Brookview Estates

SCHEDULE "B" – BROOKVIEW ESTATES **RESTRICTIVE DEED COVENANTS AND RESTRICTIONS**

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.
 2. "Garage" as used herein shall include 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 house shall be erected, or shall stand at any one time upon said lands.
 5. 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:
 - A. For conventional "R-1" type lots:
 - i. 1,000 square feet, in the case of a one storey dwelling;
 - ii. a minimum of 800 square feet in the case of a dwelling of more than one storey but not a full two storeys; and with a minimum of 1,200 square feet of total dwelling habitable floor area;
 - iii. a minimum of 700 square feet in the case of a dwelling of two storeys or more, provided that there shall be the total minimum of 1,200 square feet of total dwelling habitable floor area.
 - B. For conventional "R-2" type lots:
 - i. Minimum 600 square feet with 1,200 square feet of habitable floor area.
 - ii. Each owner of an R-2 property acknowledges the right of the adjoining owner to enter into, on or about the property to install, repair, maintain or replace common features of the building, including, but not limited to, the party wall, roof, gutters, and siding. The said right of access is to be exercised upon reasonable notice and at reasonable times, and any damages to the premises shall be repaired immediately by the offending party.
- 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, and 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 the plans therefore drawn by a duly qualified person shall be approved for general conformance to these restrictive covenants 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 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 Grantor or the architect, for the time being of 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. Should such mud and debris be 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 thereof 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; nor shall anything be done or permitted upon any of the said lands or building erected or to be erected thereon which shall be a nuisance to the occupants of any neighbouring lands or buildings, unless approved under the Municipal By-laws and by the Grantor.
 10. No fence shall be erected or maintained on said lands unless approved in writing by the Grantor. 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 grounds 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 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 on upon the said lands.
17. The Grantee will not withhold consent to the construction of sidewalks, pavements, sewers, watermains and other local improvements which may be petitioned by the Grantor, and the Grantee shall not withhold consent to the erection or installation and maintenance at the rear, front or side of any lot contained in the development 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 the employees of their person, firm or corporation 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 the development (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 condition to be below the standards of landscaping of the surface of lots that are normally found in a first class residential neighbourhood. The Grantee shall be responsible for landscaping between the ditch and streetline abutting his property. The front and side yards shall be fully landscaped and the rear yard shall be landscaped for a distance of twenty (20) feet from the rear of the dwelling. All landscaping of disturbed areas shall be erected through the installation of sods.
20. Footing drain leaders, footing drains, sump pumps and swimming pool drains shall not be connected to the sanitary sewer system. Roof leaders shall not 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 connections shall be the responsibility of the Grantee.
21. The Grantee shall meet any and all requirements imposed on his/her individual lot by the Halifax Regional Municipality through the topsoil by-law and any permits issued pursuant to the by-law, and by the Nova Scotia Department of the Environment, including, but not limited to, the Erosion and Sediment Control Plan for the specific lot. If infractions are noticed an instruction shall be given to rectify the problem within forty-eight (48) hours. If instructions are not complied with, the Grantee shall allow the Grantor or his agents to access said lands for the purpose of rectifying the problem. The Grantor will back charge the Grantee any costs associated with the foregoing, and those costs will be due and payable to the Grantor immediately.
22. No satellite dish or other external electronic receiving equipment, greater than 18" in diameter, shall be permitted on the property.
23. Any damage to any of the municipal services which have been installed by or on behalf of the Grantor (which 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 later waive or modify any of the foregoing building and other restrictions.
25. "Grantor" means Kimberly-Lloyd Developments Limited.
"Grantee" means the grantee and successors in title.