

# EVANGELINE COURT

## **SCHEDULE "B" – EVANGELINE COURT** **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:
  - i) 1,300 square feet, in the case of a one storey dwelling;
  - ii) 1,200 square feet, in the case of a dwelling of more than one storey but not a full two storeys;
  - iii) 900 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 1,800 square feet, and a minimum building width of 34 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, 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. The Grantee agrees to complete the development of the Said Lands, including, but not limited to, dwelling construction, landscaping and completion of driveway areas, as soon as possible, but in any event no later than one (1) year from the start of construction of the dwelling house on the Said Lands.
7. Notwithstanding anything herein contained, no outbuilding, garage, swimming pool, 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, shall be constructed or placed on the said lands otherwise than in conformity with such plan specifications and siting plan. Location of any outbuilding (ie. shed, greenhouse) shall be limited to the rear of the property only.
8. It is the policy of Evangeline Court Developments to be very conscious of the design and appearance of the front of the house. Therefore, a minimum of 25% brick is required on the front façade, or shall be complimented by architectural improvements, including but not limited to, window pediments and mouldings, corner boards, etc., as approved by the Grantor. The same house design shall not be repeated within a three lot radius, so as to provide an aesthetically pleasing streetscape.
9. 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.
10. 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.
11. 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 thirty feet (30') 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.

12. 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.
13. No trailer other than for recreational purposes shall be parked or placed upon any part of the said lands.
14. 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.
15. 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. Tree clearing for the purposes of landscaping shall not extend more than 25' from the rear of the dwelling.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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 (except where the 10' tree buffer falls within the 20' to be landscaped). All landscaping of disturbed areas shall be erected through the installation of sods.
21. The Grantee shall meet any and all requirements imposed on his/her individual lot by the Nova Scotia Department of the Environment, including but not limited to:
  1. Access to each lot shall be restricted to one driveway. Prepare driveway with a layer of filter fabric covered with three (3") to six (6") inches of surge rock. Maintain rock surface during construction.
  2. Remove, and or, refrain from storing earthen 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 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 inch (1") clean crushed stone.
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, 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, 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. Notwithstanding anything herein contained, the Grantor and its successors shall have the power to waive, alter or modify the above covenants and restrictions in their application to Said Lands or to any part thereof without notice having to be given to the owner of any other lot in the Said Lands.
26. Contraventions shall not affect the validity or enforceability or any other restrictions. The Grantor is not responsible for the enforcement of compliance with these covenants, however in the event that the Grantor chooses to enforce compliance with the covenants, the party in fault with the covenants is responsible to the Grantor for all costs, ie. providing letters to third parties confirming non compliance with the terms of these covenants, claims, damages, costs or expenses resulting there from, including legal fees on a solicitor-client basis.
27. "Grantor" means Evangeline Court Developments.  
"Grantee" means the grantee and successors in title.