



### **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" and conveyed by this deed.
2. No more than one dwelling house shall be erected to stand at any one time upon the said lands.
3. 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 and 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; 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.
4. 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 buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighboring lands or buildings, unless approved under the Municipal By-laws.
5. No fence shall be erected or maintained on the said lands without written permission from the Grantor.
6. No living tree shall be cut or removed from the said lands other than those standing within the area to be excavated or landscaped.
7. 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 leveling in connection with the erection of a building thereon or the immediate improvement of the grounds.
8. No horses, cattle, hogs, sheep, poultry or other stock 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.
9. The Grantee will not withhold consent to the construction of sidewalks, pavement, 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 rear, front or side of any lot contained in Morris Lake Estates 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 or persons, firms or corporations furnishing, maintaining and repairing the same.
10. The Grantor shall have the right to convey to the Municipality or other public authority any part of the development (other than lands already conveyed) for park, recreational or similar purposes.
11. 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 that are normally found in a first class residential neighborhood.
12. No satellite dish or other electronic receiving equipment, greater than 18" in diameter, shall be permitted on the property.
13. No out buildings shall be erected or maintained on the said lands without written permission from the Grantor. Any such approved building shall be constructed in a style complimentary to the dwelling house and completed with the same exterior finishes.

14. No boat, motorized conveyance or trailer with living, sleeping or eating accommodation shall be placed, located, kept or maintained on the said lands or any part thereof except upon the driveway of the property between the front and rear lines of the dwelling located on the property.
15. No minor repairs to any motor vehicle shall be effective save within a wholly enclosed garage.
16. No signs, billboards, notices or other advertising matter of any kind (except signs of the size and type ordinarily employed by Real Estate Brokers in the area 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 building or on any fence, tree or other structure on the said lands without the written consent of the Grantor.
17. No commercial vehicles over one ton will be permitted to park on any property over night.
18. Any damage to any of the municipal 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 Grantee, or by any person working or engaged on its behalf, shall be repaired at the expense of the Grantee. If the Grantee does not affect 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 Grantee.
19. The Grantee acknowledges that the land is subject to a Comprehensive Development District Agreement (CDD), dated the 28<sup>th</sup> day of August 1997 and recorded at the Registry of Deeds at Halifax in Book 6120, Page 133, with the Halifax Regional Municipality and has made themselves aware of the requirements of the CDD.
20. The Grantee acknowledges that the CDD stipulates design guidelines for all construction that is incorporated in Part 2, Land Use and Development Controls of the CDD document. The Grantee covenants that the design guidelines shall be adhered to in all parts.
21. The Grantor may waive, alter or modify any of the restrictions.
22. "Grantor" means Armco Capital Corp.  
"Grantee" means the grantee and successors in title.