

RIVERDALE ESTATES, ENFIELD, NS  
RESTRICTIVE COVENANTS (2012)



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SCHEDULE "A"

The purchaser (Grantee) covenants and agrees with the vendor (Grantor) to observe and comply with the following Restrictive Covenants made pursuant to a building scheme established by the Grantor. These Restrictive Covenants shall apply to the lots numbered 1 to 21 inclusive, lot 43AB, lots 59 to 75 lots 79 to 88, inclusive, and lots 109 to 116 inclusive, being all the lots as shown on a Plan of Survey prepared by Kevin C. Brown of Terrain Group Inc. which was registered in the Registry of Deeds for the County of Halifax February 5, 2008 as document number # 89897236. These Restrictive Covenants shall be binding upon and ensure to the benefit of the parties hereto, their heirs, executors, administrators, representatives, successors and assigns:

1.No building other than a detached single family dwelling or two unit dwellings (hereinafter referred to as a "dwelling") shall be constructed on the lands, as well as a garage or other necessary buildings may be erected for use in connection with residential buildings.

2.The lands shall not be subdivided at any time and no more than one dwelling shall be erected or stand at any one time upon the lands.

3.No dwelling shall be constructed on the lands which shall have a ground floor area less than:

- a) For lots numbered on Rockcliffe Dr. lot # 7, #69, #79 to 88 inclusive and water front lots # 8 to 21 inclusive:
  - i) 1,300square feet in the case of a one storey dwelling exclusive of footage in the basement; and
  - ii)900square feet in the case of a dwelling with more than one storey provided that the total habitable floor area of any such dwelling shall not be less than 1,800 square feetexclusive of footage in the basement.
- b) For lots numbered on Keigan Dr.Lot #1 to #6 inclusive, lot # 71 to 75 and lot 43AB:
  - i) 1,175square feet in the case of a one storey dwelling exclusive of footage in the basement; and
  - ii) 800square feet in the case of a dwelling with more than one storey provided that the total habitable floor area of any such dwelling shall not be less than 1,600 square feetexclusive of footage in the basement.
- c) For lots numbered on Moraine Dr. lot # 59 to 68 inclusive, and lot #109 to lot 116 inclusive:
  - i) 960 square feet in the case of a one storey dwelling exclusive of footage in the basement; and
  - ii) 800 square feet in the case of a dwelling with more than one storey provided that the total habitable floor area of any such dwelling shall not be less than 1,600square feetexclusive of footage in the basement.

NOTE : The measurements for calculations of the areas referred to in paragraph 3 above shall be taken as the outside measurements of the main walls of each dwelling, excluding attached garage, porch, veranda, attic and basement.

4. Once construction is started, the dwelling shall be completed within (9) nine months.

5. The Grantee shall landscape the lands surrounding the dwelling within one year after completion of construction. Specifically, lands to the front, rear and sides of the dwelling disturbed during construction shall be sodden and landscaped to the standards of a residential neighborhood and in accordance with the requirements of the Department of Environment. In addition, lands between the street line(s) and ditch(es) abutting the property shall be landscaped at the Grantee's expense. Lands undisturbed during construction and not mentioned above shall remain in a natural state.

6. The Grantee accepts responsibility for damage to roads and lands of Riverdale Estates Subdivision caused during construction by the Grantee, hiscontractor(s), their employees, vehicles and equipment, and also for the clean up of any mud, concrete, or debris on the road or street resulting from work performed by the Grantee.

7. 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 erec-

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tion, or installation and maintenance, at the front or side of any lot contained in the Riverdale Estates Subdivision 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.

8. No change in elevations of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining properties. No water from any stream, culvert, ditch or pond shall be diverted, dammed or drained.

9. 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 or be situated within twenty feet of the street line in front of the lot on which said fence is erected or within ten feet of any other street line. Screens for landscaping purposes may be erected upon written approval of the Grantor.

10. No trailers or mobile homes shall be placed or permitted to remain on any lot except arecreation trailer (RV) may be stored on the premises temporarily. Temporary structures such as a travel trailer, mobile home, enclosed basement, tent house, shack, or garage shall NOT be used as a residence temporarily, or otherwise upon any lot, nor shall there be permitted on any lot or part thereof, any residence whatsoever of a temporary nature, and no residence shall be occupied until completely finished on the outside.

11. Removal of trees is only permitted in connection with the excavation and building of the main dwelling for an area thirty (30) feet beyond the foundation walls, for thinning to provide a view or other reasonable landscaping.

12. No satellite dish or other external electronic equipment in excess of three feet (36 inches) in diameter shall be permitted on the property and all reasonable efforts shall be made by the Grantee to hide any such satellite dish or electronic equipment from the road, river and neighboring lots.

13. No major repairs to any motor vehicle, boat or trailer shall be affected on the lands, except within a wholly enclosed garage.

14. No animals other than standard household pets shall be kept on the said lands.

15. No garbage, rubbish or waste material shall be stored on the lands. No incinerator or other refuse-burning device shall be erected or maintained upon the property.

16. Notwithstanding any of the lands being zoned otherwise, the Grantee shall at all times abide by the zoning restrictions set forth by the HalifaxRegionalMunicipality for lot zoned R-1B.

17. These covenants shall be read with all grammatical and gender changes appropriate, and all covenants, liabilities and obligations shall be joint and several.

18. The restrictions herein contained are severable and the invalidity or unenforceability of any restriction shall not affect the validity or enforceability of any other restriction.

19. The Grantee hereby covenants with the said Grantor to insert or cause to be inserted the same covenants and provisions in all deeds, conveyances and transfers to be made by it in relation to the within described property.

20. In any of these restrictions, unless the context otherwise requires:

(a) "Grantor" includes the Grantor, its assigns and successors.

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(b) "Grantee" means the person or persons, corporation or corporations, to whom the said lands are conveyed, their heirs, executors, administrators, successors and assigns.

"Enforcement" shall be by proceedings at law or equity against any and all persons violating or attempting to violate any restrictions or covenants either to restrain such a violation, or to recover damages therefore, or both, and may be instituted by the developer or any other lot owner or owners in said subdivision, and all costs and attorney's fees shall be recovered against the person or persons violating these restrictions and said recovery shall be considered a lien against the property owned by the person or persons violating the restrictions and covenants contained herein.

These restrictive covenants can be amended at any time; by a vote of seventy percent (70%) of the lot owners, with each lot in the section representing one vote. The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in Riverdale Estates Subdivision, their heirs, successors and assigns, and all persons claiming under them, unless an instrument is signed by seventy percent (70%) of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof and said instrument has the written consent of the appropriate governing bodies. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Halifax county Nova Scotia.

Riverdale Estates, Enfield NS  
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Lots 76, 77, 78  
Schedule "B"

The purchaser (Grantee) covenants and agrees with the vendor (Grantor) to observe and comply with the following Restrictive Covenants made pursuant to a building scheme established by the Grantor. These Restrictive Covenants shall apply to the lots numbered 76, 77, and 78 as shown on a Plan of Survey prepared by Kevin C. Brown of Terrain Group Inc. which was registered in the Registry of Deeds for the County of Halifax February 5, 2008 as document number # 89897236. These Restrictive Covenants shall be binding upon and ensure to the benefit of the parties hereto, their heirs, executors, administrators, representatives, successors and assigns:

21. No building other than a detached single family dwelling or two unit dwellings or a CSA approved module home (hereinafter referred to as a "dwelling") shall be constructed on the lands, as well as a garage or other necessary buildings may be erected for use in connection with residential buildings.

22. The lands shall not be subdivided at any time and no more than one dwelling shall be erected or stand at any one time upon the lands

23. No dwelling shall be put on the lands which has a ground floor area less than:

890 square feet and must be no more than 2 years old

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

24. The lands, including the buildings erected thereon, shall not at any time be used for the purpose of any hostel, apartment house, boarding house, public resort, sport or game facility. (see HRM land use By-Laws for planning districts 14/17 part 7)

25. Once a dwelling is moved to the property, the dwelling shall be completed within (6) six months.

26. The Grantee shall landscape the lands surrounding the dwelling within one (1) year after completion of construction. Specifically, lands to the front, rear and sides of the dwelling disturbed during construction shall be sodded and landscaped to the standards of a residential neighborhood and in accordance with the requirements of the Department of

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Environment. In addition, lands between the street line(s) and ditch (es) abutting the property shall be landscaped at the Grantee expense. Lands undisturbed during construction and not mentioned above shall remain in a natural state.

27. The Grantee will not withhold consent to the construction of sidewalks, pavements, sewers, water mains, and other local improvements, and the Grantee shall not withhold consent to the erection, or installation and maintenance, at the front or side of any lot contained in the Subdivision 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.

28. No change in elevations of the land shall be made which will interfere with the drainage of or otherwise cause undue hardship to adjoining properties.

29. 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 or be situated within twenty feet of the street line in front of the lot on which said fence is erected or within ten feet of any other street line. Screens for landscaping purposes may be erected upon written approval of the Grantor.

30. No trailers or mobile homes shall be placed or permitted to remain on any lot except a recreation trailer (RV) may be stored on the premises temporarily. Temporary structures such as a travel trailer, mobile home, enclosed basement, tent house, shack, or garage shall NOT be used as a residence temporarily, or other wise upon any lot, nor shall there be permitted on any lot or part thereof, any residence whatsoever of a temporary nature, and no residence shall be occupied until completely finished on the outside.

31. Removal of trees is only permitted in connection with the excavation and building of the main dwelling for an area thirty (35) feet beyond the foundation walls, for thinning to provide a view or other reasonable landscaping. Notwithstanding any trees that pose a hazard may be removed

32. No satellite dish or other external electronic equipment in excess of three feet (36 inches) in diameter shall be permitted on the property and all reasonable efforts shall be made by the Grantee to hide any such satellite dish or electronic equipment from the road and neighboring lots.

33. No major repairs to any motor vehicle, boat or trailer shall be affected on the lands, except within a wholly enclosed garage.

34. No animals other than standard household pets shall be kept on the said lands.

35. No garbage, rubbish or waste material shall be stored on the lands. No incinerator or other refuse-burning device shall be erected or maintained upon the property.

36. Notwithstanding the lands being zoned otherwise, the Grantee shall at all times abide by the zoning restrictions set forth by the HalifaxRegionalMunicipality for a lot zoned R-1B. With the exception for the installing a CSA approved module dwelling.

37. These covenants shall be read with all grammatical and gender changes appropriate, and all covenants, liabilities and obligations shall be joint and several.

38. The restrictions herein contained are severable and the invalidity or unenforceability of any restriction shall not affect the validity or enforceability of any other restriction.

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39. The Grantee hereby covenants with the said Grantor to insert or cause to be inserted the same covenants and provisions in all deeds, conveyances and transfers to be made by it in relation to the within described property

40. In any of these restrictions, unless the context otherwise requires:

- a) "Grantor" includes the Grantor, its assigns and successors.
- b) "Grantee" means the person or persons, corporation or corporations, to whom the said lands are conveyed, their heirs, executors, administrators, successors and assigns.

"Enforcement" shall be by proceedings at law or equity against any and all persons violating or attempting to violate any restrictions or covenants either to restrain such a violation, or to recover damages therefore, or both, and may be instituted by the developer or any other lot owner or owners in said subdivision, and all costs and attorney's fees shall be recovered against the person or persons violating these restrictions and said recovery shall be considered a lien against the property owned by the person or persons violating the restrictions and covenants contained herein.

These restrictive covenants can be amended at any time; by a vote of seventy percent (70%) of the lot owners, with each lot in the section representing one vote. The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in Riverdale Estates Subdivision, their heirs, successors and assigns, and all persons claiming under them, unless an instrument is signed by seventy percent (70%) of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof and said instrument has the written consent of the appropriate governing bodies. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Halifax county Nova Scotia.