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1987

THIS INDENTURE made this 18th

day of November, A. D. 1957.

B E T W E E N:

ARMDALE DEVELOPMENT COMPANY LIMITED, a body corporate, with Head Office at Armdale in the County of Halifax, hereinafter called the "GRANTOR" of the One Part,

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KENNETH B. PARKER of Halifax in the County of Halifax, hereinafter called the "GRANTEE" of the Other Part.

W I T N E S S E T H that the said Grantor

for and in consideration of the sum of One Dollar of lawful money of Canada to the said Grantor in hand well and truly paid by the said Grantee at or before the sealing and delivery of These Presents, the receipt whereof is hereby acknowledged, doth grant, bargain, sell, alien, enfeoff, release, remise, convey and confirm unto the said Grantee, his Heirs and Assigns; ALL that certain lot, piece or parcel of land situate, lying and being in Millview, Halifax County, Province of Nova Scotia, and shown as Lot No. 9 on a "Plan of Fernleigh Subdivision" prepared by A. F. Chisholm & Associates, Provincial Land Surveyors, dated March 2nd, 1957; revised June 21st, 1957, and September 18th, 1957; approved by the Halifax County Planning Board on the 23rd of September, 1957; said Plan being filed in the Registrar of Deeds' Office, Halifax, Nova Scotia, in Drawer , Number ; said Lot No. 9 being more particularly bounded and described as follows: BEGINNING at the intersection of the northerly side line of Wagner Avenue and the westerly side line of Dowell Drive as shown on said plan; thence north 10° 00' west along the western side line of Dowell Drive a distance of 84 feet or to the southeast corner of Lot No. 11 as shown on said plan; thence westerly along the southern boundary of Lot No. 11 a distance of 100 feet or to the northeast corner of Lot No. 10 as shown on said plan; thence southerly along the eastern side line of Lot No. 10 a distance of 84 feet or to the northerly side line of Wagner Avenue as shown on said plan; thence north 80° 00' east along the northern side line of said Wagner Avenue a distance of 100 feet or to the place of beginning; and the buildings, hereditaments, easements and appurtenances to the same belonging, and the reversions, remainders, rents, issues, and profits thereof, and all the estate,

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right, title, interest, claim, property and demand of the said Grantor of, in or to the same.

TO HAVE AND TO HOLD the said above granted and described land and premises, with the appurtenances, unto and to the use of the said Grantee, his Heirs and Assigns, forever.

AND the said Grantor, for itself, its Successors, doth hereby Covenant with the Grantee, his Heirs and Assigns, that it the said Grantor has a good, sure, perfect and indefeasable estate of inheritance in fee simple in the said land and premises, and has also good right, full power and absolute authority to grant and convey the same in manner and form aforesaid according to the true intent and meaning thereof.

AND ALSO that the said Grantee, his Heirs and Assigns, shall and may, at all times hereafter peaceably and quietly hold and enjoy the said land and premises, with the appurtenances, without hindrance or disturbance of, from or by the said Grantor or any person or persons whatsoever lawfully claiming the same, or any part thereof, and that the same are free from encumbrances.

AND ALSO that the said Grantor, its Successors, at the request, and at the charges of the said Grantee shall and will from time to time, and at all times hereafter execute or cause to be executed, such further and other acts, conveyances and assurances in the law for the better assuring to the said Grantee, his Heirs and Assigns, of the land and premises above described in manner as above conveyed or mentioned and intended so to be as by the said Grantee, his Heirs and Assigns, or their counsel learned in the law shall be reasonably advised or required.

AND ALSO that the said Grantor and its Successors, the said land and premises unto the said Grantee, his Heirs and Assigns, against the lawful claims and demands of all persons, shall and will by these presents Warrant and forever defend.

AND the said Grantee to the intent that the following covenants shall run with the land and bind the lands and premises hereby conveyed and every part thereof into whosoever hands the same may come and may enure to the benefit of the Grantor, its Successors and Assigns, and every person, firm or corporation claiming by, through or under them to all or any part of the lands shown on the Plan of Subdivision of lands of Armdale Development Company Limited, Millview, Halifax County, known as the Fernleigh Subdivision, and any extension thereof to the intent that the lands now or hereafter owned by Armdale Development Company Limited in Millview, Halifax County, will be bound thereby, for himself, his Heirs, Executors, Administrators and Assigns, hereby covenants and agrees to and with the Grantor, its Successors and Assigns, to observe and fulfill the restrictions hereinafter set out and in any future conveyance of the said lands and premises hereby conveyed to exact a similar covenant from the Grantee thereof;

(a) No building shall be erected on the lands hereinabove described to be used for the purpose of any profession, trade, employment, manufacture or business of any description, or as a hospital or other charitable institution, or as a hotel, apartment house, duplex, rooming house or place of public resort, or for any sport other than such games as are customarily played in connection with the occupation of a private residence, or for any other purpose than that of a private residence for the use of one family only nor shall the land without a building be so used nor shall anything be done on the land or in any building thereon which may be an annoyance or nuisance to the occupiers of any neighbouring land. Provided, however, that a private garage, attached to the said dwelling house or detached therefrom, may be erected on the said lands for use of the occupants of such dwelling house only. And provided further that a school may be erected on the lands comprising the Fernleigh Subdivision or any extension thereof;

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(b) Such dwelling house and/or garage erected on the lands hereinabove described shall be so erected as to conform to all the rules and regulations of the Halifax County Municipal Planning Board as from time to time in force;

(c) No dwelling house shall be erected on the said lands hereinbefore described costing less than Fifteen Thousand Dollars (\$15,000.00) according to values of the year 1957;

(d) No fences of any kind or description shall be erected along the side lines of the lands hereinabove described extending from the front of the dwelling house situate on the said lands to the street on which the said dwelling house faces and no fence of any kind or description shall be erected along that portion of the lands above described bordering on any street and no board fences shall be erected on any part of lands hereinabove described. Provided, however, that nothing herein contained shall be deemed to prevent the erection of a suitable stone wall or retaining wall on any part of the lands hereinabove described providing such wall is of neat and attractive design and no wall or any fence erected on the said lands shall exceed four feet in height excepting retaining walls which may be of such height as is necessary to effect their purpose;

(e) No building, waste, garbage or other materials of any such kind shall be dumped or stored on the lands hereinabove described excepting such earth as may be necessary for the purpose of landscaping;

(f) Said lands hereinabove described shall not be subdivided excepting such subdivision as may be necessary to alter the direction of boundary lines or to provide proper clearance for buildings inadvertently erected contrary to the zoning regulations of the Halifax County Planning Board.

IN WITNESS WHEREOF the said Armdale Development Company Limited hath hereunto set its corporate seal and subscribed these presents by the hands of its proper Officers in that behalf duly authorized and Kenneth B. Parker hath hereunto his hand and seal set and affixed the day and year first above written.

Signed, Sealed and Delivered

in the presence of

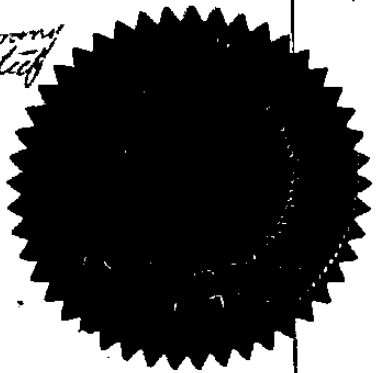
Armdale Development Company Limited

per Kenneth B. Parker

per Thomas W. Kelly

Kenneth B. Parker

W. J. Macdonald



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PROVINCE OF NOVA SCOTIA)
COUNTY OF HALIFAX SS)

On this 18th day of November A. D. 1957, before me, the subscriber, personally came and appeared *W. J. MacIsaac* of Halifax, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Armdale Development Company Limited, one of the parties thereto, caused the same to be executed and its corporate seal to be thereunto affixed in his presence.

A. H. Wilson
A *Deputy* of the Supreme
Court of Nova Scotia.

PROVINCE OF NOVA SCOTIA)
COUNTY OF HALIFAX SS)

On this 18th day of November A. D. 1957, before me, the subscriber, personally came and appeared *W. J. MacIsaac* of Halifax, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Kenneth B. Parker, one of the parties thereto, signed, sealed and delivered the same in his presence.

A. H. Wilson
A *Deputy* of the Supreme
Court of Nova Scotia.

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, at 2:48 o'clock P.M. on the 17th day of February A.D. 1958 in Book Number 1517 at Pages 318-323

A. J. Turner
Registrar of Deeds for the Registration District
of the County of Halifax.