

This Warranty Deed made the 16<sup>th</sup> day of October, 1989

Between:

OLIVER L. HOWLETT REALTY, a Proprietorship of Sturbridge, in the Commonwealth of Massachusetts, in the United States of America,

hereinafter called the "GRANTOR"

- and -

JAMES F. SULLIVAN INSURANCE AGENCY, INC., a Massachusetts corporation with head office at 180 Westfield Street, West Springfield, in the State of Massachusetts, United States of America

hereinafter called the "GRANTEE"

- and -

being the Spouse of the Grantor, hereinafter called the "RELEASOR"

Witnesseth that in consideration of One Dollar (\$1.00) of lawful money of Canada and other good and valuable consideration, the Grantor hereby conveys to the Grantee the lands described in the Schedule marked "A" hereto annexed, and hereby consents to this disposition pursuant to the Matrimonial Property Act of Nova Scotia;

The Grantor covenants with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the Grantor has a good title in fee simple to the lands and the right to convey them as hereby conveyed, that they are free from encumbrances and that the Grantor will procure such further assurances as may be reasonably required and the Grantor shall hereby Warrant and Forever Defend the lands unto the Grantee, and it is agreed and declared that the terms "Grantor" and "Grantee" used in this Deed shall be construed to include the plural as well as singular and the masculine, feminine or neuter genders where the context so requires.

The Releasor hereby consents to the within conveyance and releases any claim that the Releasor had, has or may have pursuant to the Matrimonial Property Act of Nova Scotia and hereby conveys any and all right, title and interest which the Releasor may have with respect to the lands described in Schedule "A" hereto annexed.

In Witness Whereof the Parties to These Presents have hereunto their hands and seals set and affixed the day and year first above written.

Signed, Sealed and Delivered IN THE PRESENCE OF:

Handwritten signature: Hal M. Michland



MY COMMISSION EXPIRES NOVEMBER 27 1992

OLIVER L. HOWLETT REALTY

Per: [Handwritten signature]

I hereby certify that the Deed Transfer Tax on the within described property transfer has been paid on this 16<sup>th</sup> day of October, A. D. 1989.

Signature: Lois J. Lawrence  
Municipal Collector  
Municipality of the County of Halifax

UNITED STATES OF AMERICA )  
COMMONWEALTH OF MASSACHUSETTS)

I, Oliver L. Howlett, of Sturbridge, in the Commonwealth of Massachusetts, in the United States of America, make oath and say as follows:

1. THAT I am the Sole Proprietor of Oliver L. Howlett Realty and as such have a personal knowledge of the matters herein deposed to.
2. THAT for the purpose of this Affidavit, spouse means either of a man or a woman who;
  - (a) are married to each other;
  - (b) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity; or
  - (c) have gone through a form of marriage with each other, in good faith, that is void and are cohabitating or have cohabitated within the preceding year.
3. THAT for the purpose of this my Affidavit, "matrimonial home" means the dwelling and real property occupied by a person and that person's spouse as their family residence.
4. THAT the lands described in the within Indenture have never been occupied as a matrimonial home by any person or spouse.

SWORN TO at Sturbridge, in the )  
Commonwealth of Massachusetts, )  
in the United States of America )  
this 16<sup>th</sup> day of October )  
A.D., 1989, before me: )

Oliver L. Howlett  
OLIVER L. HOWLETT



Paul M. Nichol  
A Notary Public in and for the )  
Commonwealth of Massachusetts )

MY COMMISSION EXPIRES NOVEMBER 27 1992

UNITED STATES OF AMERICA )  
COMMONWEALTH OF MASSACHUSETTS)

I hereby certify that on the 16<sup>th</sup> day of October, A.D., 1989  
OLIVER L. HOWLETT REALTY, one of the parties hereto, signed, sealed and delivered the same in my presence.

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, N. S.  
at 4:14 o'clock P.M., on the 20<sup>th</sup>  
day of Nov. A.D., 1989 in  
Book No. 4843 at Pages 694-696  
as Document Number 63632

Paul M. Nichol  
A Notary Public in and for the  
Commonwealth of Massachusetts



MY COMMISSION EXPIRES NOVEMBER 27 1992

Deborah J. ...  
Registrar of Deeds for the Registration  
District of Halifax County

Deputy

## SCHEDULE "B"

ABBECOMBEC OCEAN VILLAGE  
PHASE 1BRESTRICTIVE COVENANTS

The Grantee covenants and agrees with the Grantor to observe and comply with the following restrictions made in pursuance of a building scheme established by the Grantor. The burden of these restrictions shall run with the lands described in Schedule "A" attached hereto (hereinafter referred to as the "Lands") and the benefit of these restrictions shall run with each of the lots and with each part of the land now owned by the Grantor as shown on the plan of Abbecombec Ocean Village, which is registered in the Registry of Deeds for the County of Halifax, Halifax, Nova Scotia, as Plan No. 26223. These restrictions shall be binding upon and enure to the benefit of the heirs, executors, administrators, representatives, successors and assigns of the parties.

1. The Lands shall be used for private, residential purposes only and no building other than a detached single family dwelling, (hereinafter referred to as a "Dwelling") shall be constructed on the Lands. Not more than one detached Dwelling may be erected on any one Lot.

2. No Dwelling shall be constructed on the Lands which shall have any ground floor area less than:

(a) 1,000 square feet in the case of a one storey Dwelling;

(b) 700 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 1,300 square feet;

The measurements include the outer walls but shall exclude any garage, patio, porch or like part of a Dwelling.

3. No residence shall be used for any other purpose than that of a private Dwelling for a single family.

4. The Lands or any buildings erected thereon shall not at any time be used for the purpose of any profession, trade, or business of any description, nor as a school, hospital, or other charitable institutions, nor as a hotel, apartment house, duplex, boarding or lodging house or place of public resort.

5. No birds or animals shall be kept except dogs, cats and small birds as household and family pets.

6. No Dwelling shall be erected on the said Lands which will have any of its main walls nearer than fifty (50) feet to the streetline in front of the Dwelling, and no portion of the Dwelling shall be nearer to the side line of the lot than thirty-five (35) feet.

7. No Dwelling shall be erected on the Lands unless the plans and specifications therefor have been submitted to the Grantor or its agent and its approval in writing obtained, and every building shall be placed on the Lands in a position approved by the Grantor or its agent.

8. No fence, gate, wall, post or other structure shall be constructed or erected on the Lands unless the plans, specifications and siting plans showing the nature, location, colour, material and height of any proposed structure have been submitted to the Grantor and its express approval obtained.

9. No alteration, addition or change to the structure or exterior appearance (including colour) of a Dwelling, fence (including hedges), gate, wall, post or other structure shall be made, done or permitted to be done except with the express written approval of the Grantor.

10. No excavation shall be made on the Lands except excavation for the purposes of building on the 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 written permission of the Grantor. Excavations will be exposed for a minimum length of time, piles of fill will be protected against erosion and disturbed surfaces will be promptly finished to avoid siltation of any watercourse. All construction techniques shall be so designed and implemented as to prevent siltation or pollution of any watercourse.

11. No building waste or other material of any kind shall be dumped or stored on the said Lands, except clean fill for the purpose of levelling in connection with the construction or erection of a Dwelling or other structure thereon or the immediate improvement of the grounds.

12. No living tree shall be cut down, destroyed or removed at any time beyond twenty-five (25) feet of the foundation walls or within twenty-five (25) of any boundary line except the boundary line which abuts the street in front of the Dwelling without the written permission of the Grantor and if nevertheless any such tree be cut down, destroyed or removed, the same will be forthwith replaced at the expense of the Grantee.

13. No mobile home, trailer, tent, recreational vehicle, or truck over one ton shall be parked or placed upon the Lands.

14. No more than one unregistered vehicle shall be parked or placed upon the Lands for a period of more than sixty (60) days.

15. No part of the Lands shall be used for a clothesline and no laundry shall be hung other than inside the Dwelling.

16. No sign, or advertising matter of any kind, except the ordinary signs offering the Lands or building thereon for sale or rent shall be placed on the Lands or on the buildings, fences, or trees on the Lands.

17. The exterior of all Dwellings on the Lands shall be wood or wood siding and no Dwelling shall maintain an exterior of vinyl or aluminum siding.

18. The Lands shall not be subdivided at any time without the express written approval of the Grantor.

19. The Lands or any portion thereof shall not at any time be used for the purpose of permitting access to any other lot, property, or lands whether now owned by the Grantor or otherwise.

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

21. The Grantor may alter, waive or modify any of the foregoing building and other restrictions so long as their substantial character is maintained.

22. These restrictions shall be binding upon all occupants, guests, and tenants of the Grantee upon the Lands.

23. These restrictions shall enure to the benefit of and be binding upon the Grantee and the Grantor, their respective heirs, executors, administrators, successors and assigns.