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Form 24

Request to Revise the Registration and Certificate of Legal Effect

Land Registration Act, S.N.S. 2001, c.6, subsection 18(13)

Land Registration Administration Regulations, subsections 8(1), 8(2), 14(2), 15(2) and 17(4)

Registrant user number: 3828

Registration district: Halifax

Submitter's name/firm: Matthew J.M. Gibbon, Scaravelli & Associates

In the matter of Parcel Identification Number (PID)

PID: 41159005
PID:
(Expand box for additional PIDs.)

- ☐ (check if appropriate) This request and Certificate of Legal Effect includes a (select one) benefit/burden that affects another parcel registered under the *Land Registration Act* and a separate Form 24 relating to this (select one) benefit/burden is being submitted contemporaneously herewith.
- ☐ (check if appropriate) This request and Certificate of Legal Effect is being used to revise the registration of multiple PIDs. The attached document is a certified copy of a document that is being submitted for registration contemporaneously herewith.
- ☐ (check if appropriate) This request and Certificate of Legal Effect is being used to remove a judgment from the parcel register. The attached document outlines or is the basis upon which the removal of the judgment is being requested.
- ☐ (check if appropriate) This transfer relates to a portion of the above-noted consolidated parcel.
- ☐ (check if appropriate) This transfer of ownership also subdivides land and creates a parcel or parcels 10 hectares or greater in area.
- ☐ (check if appropriate) This request includes the addition of a benefit by adverse possession or prescription over a parcel that has not been registered under the *Land Registration Act*. An abstract of title for the benefit is attached, but no Form 8 Opinion is necessary, as per *Land Registration Administration Regulations*, subsection 8(2).
- ☐ (check if appropriate) This transfer relates to a parcel to which the *Co-operative Associations Act* applies, and the endorsement of the Inspector of Co-operatives appears below.

HALIFAX COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered as shown here.
Gillian Shute, Registrar

82302945 LR ☒ ROD ☐
Document #

JUN 27 2005 10:59
MM DD YYYY Time

Signature of the Inspector of Co-operatives
Endorsed for revision under the *Land Registration Act*

Take notice that the transferee hereby requests a revision of the registration of the above-noted parcel(s), as set out below.

I hereby certify that

1. The legal description of the parcel contained, or referred to, in the attached document is not identical to the legal description contained in the parcel register for the property. I undertake to the registrar to submit an amending PDCA once the revision to the registration has been effected in the parcel register.
2. The following registered interests are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	Deed; 101
Expiry date (if applicable)	N/A
Interest holder and type to be removed (if applicable)	Ramar Developments Limited; Fee Simple
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	Terry Douglas Craig; Fee Simple
Mailing address of interest holder added (if applicable)	97 Brookside Road Halifax NS B3T 1S3
Manner of tenure (if applicable)	N/A
Description of mixture of tenants in common and joint tenancy (if applicable)	N/A
Access type to be removed (if applicable)	N/A
Access type to be added (if applicable)	N/A
Non-resident (to eligible lawyer's information and belief) (Yes/No?)	No
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A

3 - 5 Not Applicable

6. The following burdens (e.g. right of way in favour of another person or parcel) are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	Deed
Expiry date (if applicable)	N/A
Interest holder and type to be removed (if applicable)	N/A/
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	Subject to Restrictive Covenants - Covenant Holder (Burden)
Mailing address of interest holder added (if applicable)	N/A
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A

7 - 9 Not Applicable

10. It is appropriate to revise the parcel registration for the indicated PIDs as certified in this request.

Certified at Halifax, in the County of Halifax, Province of Nova Scotia, June 23rd, 2005.



Signature of interest holder/agent

Name: Matthew J.M. Gibbon

Address: Scaravelli & Associates

Suite 2030, 1801 Hollis St.

Halifax NS B3J 3N4

Phone: (902) 429-4104

Email: matthew.gibbon@gmail.com

Fax: (902) 423-4009

THIS INDENTURE made this 21 day of JUNE A.D., 2005.

BETWEEN:

RAMAR DEVELOPMENTS LIMITED, a body corporate,

being the Owner of the lands described in Schedule "A" herein
hereinafter called the "GRANTOR"

OF THE ONE PART

-and-

TERRY DOUGLAS CRAIG, of Brookside, in the Halifax Regional
Municipality, Province of Nova Scotia,

hereinafter called the "GRANTEE"

OF THE OTHER PART

WITNESSETH THAT in consideration of One Dollar (\$1.00) of lawful money
of Canada, the Grantor hereby conveys to the Grantee, the lands described in Schedule "A"
hereto annexed, subject to the encumbrances and restrictions therein referred to, if any.

THE GRANTOR covenants with the Grantee that the Grantee shall have quiet
enjoyment of the lands, that the said 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 restrictions
as aforesaid, that the said Grantor will procure such further assurances as may be reasonably
required.

THE GRANTEE covenants with the Grantor and with the owner or owners
from time to time of all other lots in the McGrath Lake Estates which the Grantor may have
heretofore conveyed or may hereafter convey subject to stipulations, restrictions and provisions
substantially similar to those in Schedule "B" to the intent that the burden of this covenant may
run with and bind the lands hereby conveyed and every part thereof, and to the intent that the
benefit of this covenant may be annexed to and develop with each lot so shown or conveyed and
every part thereof, that the Grantee will observe the stipulations, restrictions and provisions set
out in Schedule "B" hereto annexed.

THIS CONVEYANCE shall be read with all changes of number and gender
required of the context and shall enure to the benefit of and be binding upon the parties hereto and

I hereby certify that:

The Deed Transfer Tax has been paid ☒
No Deed Transfer Tax is due and payable ☐
within described property transfer.

Dated this 27 day of June 2005 AD.



Gillian Shute

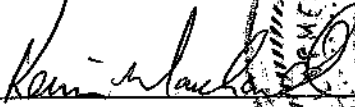
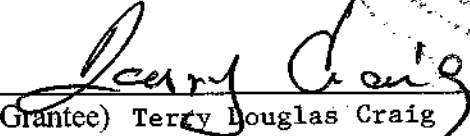
Halifax County Land Registration Office
Gillian Shute, Registrar

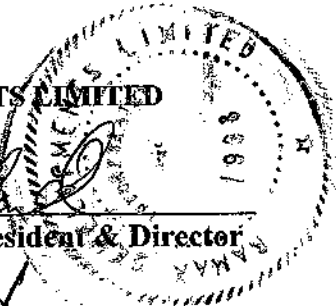
each of their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Grantor and the Grantee have properly executed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

) RAMAR DEVELOPMENTS LIMITED
)
) Per: 
) Kevin Marchand, President & Director
)
)
) 
) (Grantee) Terry Douglas Craig
)
)
) (Grantee)
)



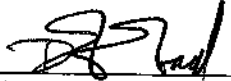
PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

MATRIMONIAL PROPERTY AFFIDAVIT - CORPORATION

I, Kevin Marchand, of Hammonds Plains, in the County of Halifax, and Province of Nova Scotia, make oath and say as follows:

1. THAT the foregoing instrument was executed under seal on the date of this Affidavit;
2. THAT this acknowledgement is made pursuant to s.31(a) of the Registry Act, R.S.N.S., 1989, c.392, for the purpose of registering the instrument;
3. THAT I am the President of Ramar Developments Limited (the "Company") and as such have a personal knowledge of the matters herein deposed to.
4. 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, former spouse, domestic partner, or former domestic partner as their family residence.
5. THAT the lands described in the within Indenture are not occupied by any shareholder as a dwelling and have never been so occupied while the lands have been owned by the Company.

SWORN TO at Sackville, in
the County of Halifax, and
Province of Nova Scotia,
this 21 day of JUNE, 2005.


A Commissioner of the Supreme
Court of Nova Scotia

DAVID F. FARWELL, Q.C.
A Barrister of the Supreme Court
of Nova Scotia


Kevin Marchand

SCHEDULE "A"

Place Name: MELANSON LANE HATCHET LAKE

Municipality/County: COUNTY OF HALIFAX/HALIFAX COUNTY

Designation of Parcel on Plan: LOT 47

Title of Plan: PLAN OF SURVEY OF LOT P-1 PARKLAND, LOT P-2 PARKLAND & LOT 1 TO LOT 74 INCLUSIVE S/D OF LANDS CONVEYED TO RAMAR DEVELOPMENT LTD AND JOAN M MARCHAND

Registration County: HALIFAX COUNTY

Registration Number of Plan: 82042707

Registration Date of Plan: 2005-05-26 15:33:37

Subject to a 6.1 metre wide utility service easement for utility poles, wires and clearing rights in favor of Nova Scotia Power Inc. and Aliant Telecom Inc. shown on approved Plan filed at the Registry of Deeds as Plan No. 82042707.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Halifax as plan or document number 82042707.

RAMAR DEVELOPMENTS LIMITED
SCHEDULE "B"
RESTRICTIVE DEED COVENANTS AND RESTRICTIONS
McGrath Lake

1. The lands to which these covenants shall apply (hereinafter called the "said lands") include the lot described as Lot No. 47 Melanson Lane 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 stand at one time upon the said lands.
5. No dwelling shall be erected or stand upon the said lands or any part thereof which shall have a ground floor area of less than:
 - (i) 1,100 square feet in the case of a one storey dwelling;
 - (ii) 1,000 square feet in the case of a dwelling of more than one storey but not a full two storeys;
 - (iii) 800 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 1,600 square 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. Notwithstanding anything herein contained, no building, fence, or erection of any kind shall be on erected 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.
8. 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. 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, 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.
9. 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 neighboring lands or buildings, unless approved under the Municipal By-laws, the Comprehensive Development Agreement and the grantor.
10. No fence shall be erected or maintained on the said lands or any part hereon 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 (3') 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.
11. 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 consent of the grantor.
12. No trailer other than for recreational purposes shall be parked or placed upon any part of the said lands.
13. No excavation shall be made on the said lands except excavation for the purpose of the building on

same at the time of the 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.

14. No living tree 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.

15. 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.

16. 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.

17. The Grantee will not withhold consent to the construction of sidewalks, pavements, sewers, water mains 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.

18. 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.

19. 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, which is normally found in a first class residential neighborhood. The Grantee shall be responsible for landscaping between the ditch or culvert and street line abutting this 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. All landscaping of disturbed areas shall be erected or by way of hydro-seeding.

20. 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.

21. No satellite dish or other external electronic receiving equipment shall be permitted on the property without approval of the Grantor.

22. Any damage to any of the municipal services which have been installed by or on behalf of the Grantor, 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 Grantor, then Grantor may repair the same and recover the cost thereof from the Grantee.

23. The Grantor may later, waive or modify any of the foregoing building and other restrictions without any notice to any of the other lot owners in the sub-division.

24. The grantee agrees and acknowledges that no subdivision of the lots shall be undertaken or permitted within the subdivision without prior written approval from the grantor.

25. "Grantor" means RAMAR DEVELOPMENTS LIMITED." Grantee" means the Grantee and successors in title.

DATED AT Halifax THIS 23 DAY OF June, 2005

WITNESS

PURCHASER Terry Douglas Craig

WITNESS

PURCHASER