

## RESTRICTIVE COVENANT

### WHEREAS:

- A. DEVELOPER (the "Developer") is registered as owner of an estate in fee simple, of the following lands:

(hereinafter referred to as the "Lands");

- B. The Developer, pursuant to the written agreement, as registered owner of the Servient Tenement, the Lands, grants to the registered owner, whomever it may be, but currently the Developer, of the Dominant Tenement, legally described as \_\_\_\_\_, a Restrictive Covenant as more particularly described below;
- C. The Developer desires to ensure that all of the development upon the lots shall maintain certain standards of architectural excellence and of use for the benefit of all future owners of the lots;

**NOW THEREFORE THIS DEED WITNESSES** that in consideration of the foregoing the Developer does hereby for itself, its successors and assigns in title, covenant and agree to observe and be bound by the hereinafter mentioned covenants, which said covenants shall be construed to be and shall be covenants running with the Lands and shall be appurtenant to all of the said Lands for the benefit of all the respective owners thereof from time to time as follows:

1. No trees or shrubs of any kind shall be allowed to grow beyond a height of \_\_\_\_\_ feet above ground level, in that portion of the Lands as set out and outlined in red in the attached diagram, forming Schedule "A" to the within Restrictive Covenant.