

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.
2. In the event that such trees or shrubs grow beyond a height of _____ feet above ground level, the Developer, or the registered owner of the lot, as the case may be, shall forthwith prune such trees or shrubs down to a height of _____ feet above ground level.
3. If any of the preceding covenants are determined to be void or unenforceable, in whole or in part, such invalidity or unenforceability of any other covenant, and the covenants herein shall be deemed to be separate and distinct covenants.
4. No covenants herein shall be deemed to restrict any provisions of any development control by-law, development control resolution, zoning regulation or land use regulation, or any similar by-law, resolution or regulation passed or imposed by any governmental authority by the covenants herein are to be considered as additional restrictions.

THIS IS A 2-PAGE FORM.