

**SCHEDULE “B”**  
**Protective Covenants (Rules & Regulations)**  
**AMENDMENT EFFECTIVE 2006**

- (a) I. There shall be one single family dwelling/summer cottage per lot, minimum 1,400 square feet (*amendment increasing square footage from 900 square feet to 1,400 square feet effective 2006*) and not more than 2 ancillary buildings, i.e., garage, boat house. The design shall meet Homeowners Association bylaws and regulations, and shall comply with Architectural Committee requirements.
- II. No dwelling building or other building, fence (including hedges), wall, gate post, clothesline, surface or storm drainage or other structure shall be commenced, constructed or maintained on the Lands unless the plans, dimensions, specifications and siting plan showing the nature, location (including the distances from the front, side and rear limits), colour, material and height of same shall have been first submitted to and approved in writing by the Developer who may in its discretion refuse to approve any such plans, dimensions, specifications or siting plan which, in its opinion, are unsuitable or undesirable. No dwelling shall stand upon the lands that has an exterior finish not of wood, cement board, brick, or stone. The Developer shall notify the Grantee of its decision to either approve or reject the said plans, dimensions, specifications, siting plans, and/or plot plans within fourteen (14) days of being provided all of the said plans, dimensions, and/or plot plans.
- (b) No noxious, dangerous, offensive, or noisy activity shall be permitted on any lot.
- (c) Each property owner shall provide suitable receptacles for the collection of refuse which shall be screened from view and protected from disturbance.
- (d) No trade, business, or commercial activity shall be conducted on any lot. The rental for a single family occupancy shall not be considered a commercial activity.
- (e) No lot shall be further subdivided.
- (f) No mobile homes, recreational vehicles or travel trailers shall be permanently sited on the lot. However, they can be used for interim accommodations during construction for a maximum period of 90 days.
- (g) Construction of any dwelling shall be completed within one (1) year from the date of commencement of construction. In the event the construction is not completed within twelve months, the Developer may, upon four months notice to the Purchaser, repurchase the Lands at the original price if construction is not completed within the four month notice period.
- (h) The Lands shall be kept clean, sanitary, free from refuse, debris and fire hazard at all times and no sewage or building waste material of any kind shall be dumped or stored on the Lands, except clean fill for the purpose of leveling in

connection with the construction or erection of a dwelling or other structure therein or the immediate improvement of the Lands. No excavation shall be made on the lands except excavations for the purpose of building on the same at the time of commencement of construction or for the purpose of improving the gardens and grounds thereof. No soil, sand or gravel shall be removed from the lands except with the prior written permission of the Grantor, or its successors or assigns.

- (i) No application of herbicides or pesticides on the lands, with the exception of commonly used household products.
- (j) The lands shall not be re-graded in such a manner as will block or impede any water course or swale or cause water to pond or build up on any abutting property.
- (k) There shall be no unregistered vehicle kept on the lands except within a wholly enclosed garage. No major repairs to any motor vehicles shall be effected save within wholly enclosed garage, except for registered vehicles owned by property owner.
- (l) No incinerator or other refuse burning device shall be erected or maintained upon the lands.
- (m) There shall be no construction of any well or septic system which contravenes any regulation of the Prince Edward Island Department of Environment. The Grantee shall be wholly responsible for construction and maintenance of his own septic tank and field tile, which shall be in accordance with the specifications established by provincial regulation and by government departments including , but not limited to, the sewer system requirements imposed by the Department of Community and Cultural Affairs.
- (n) There shall be no occurrence or activity on the lands which contravenes any applicable Municipal, County, Provincial, or Federal regulation law.
- (o) No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering lands or buildings thereon for sale or rent) shall be placed on any part of the lands or upon in any buildings or on any fence, tree or other structure on the lands.
- (p) The Grantee shall be obligated to become a member of the Homeowners Association formed for Granville on the Water and to contribute his proportionate share for the cost of snow removal, maintaining the roads and any other common lands or rights-of-way within the subdivision. Such costs to be determined by the Developer, and billed as it determines.
- (q) No items, including, but not limited to, exterior television, radio, serials, satellite dishes or receivers larger than 30” in diameter, heat pumps and above ground storage tanks, shall be erected or maintained on any part of the Lands.
- (r) All buildings, walls, structures, driveways and landscaping placed or maintained

upon the Lands or any portion thereon shall at all times be maintained in good condition and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings, houses or other improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management. All Lands, whether occupied or unoccupied, shall be maintained in a manner acceptable to the Developer. The Developer, in its sole discretion, may determine whether or not the Lands, or any part thereof, are orderly. The Developer may have any objectionable items removed so as to restore the proper appearance of the Lands, without liability therefore, and charge the Grantee for any costs incurred in the process and the Grantee agrees to pay such charges.

- (s) No portion of the Lands shall be used for the parking or storage of commercial vehicles, including, but not limited to, school buses, oil trucks, freight trucks, trucks over one tonne and any other vehicles of a similar nature.
- (t) No cattle, hogs, sheep, poultry, horses or other livestock or animals, other than household pets normally permitted in private homes in urban residential areas, shall be permitted or kept on the Lands. No kennels and no breeding of pets for sale shall be permitted on the Lands.
- (u) The Grantee shall not allow any pet to leave the Lands unless the pet is under the immediate care and control of a competent and responsible person.
- (v) The Grantee shall connect the dwelling on the Lands to electricity via an underground conduit from the lot line to the dwelling.
- (w) The Grantee hereby agrees to consent to any future land development by the Developer.
- (x) The Developer shall have the right to convey to any governmental agencies or other public authorities any part of its remaining lands for parks, recreational or other similar purposes, for roadways or for pipes or conduits for sewage, drainage and electricity.
- (y) The Developer shall have the right to grade the lands within and adjacent to the Lands as may be required for drainage and the construction of the streets, walkways and other improvements necessarily incidental to the Development.
- (z) The Developer, its successors and/or assigns, may, in its sole discretion and without the consent of the Grantee, alter, waive or modify any of the foregoing building and other Covenants, provided their substantial character is maintained.
- (aa) The Developer may transfer some or all of the roadways and common areas to the Homeowner's Association at any time.
- (bb) If the Developer has transferred all roadways and common areas to the Homeowner's Association, the Homeowner's Association will be considered the

Developer for the purpose of these Covenants and shall have the right to grant the various approvals contemplated by these Covenants, and to collect from the Grantee all sums owing or assessed.

- (cc) The Covenants herein are severable and the invalidity or unenforceability of any Covenant shall not effect the validity or enforceability of any other Covenant.
- (dd) The Grantee agrees to obtain from any subsequent purchaser or transferee a covenant to observe the Covenants herein set forth, including this clause.
- (ee) Wherever the consent of the Grantor is required, it shall not be unreasonably withheld.

**Granville on the Water**

Lot # : \_\_\_\_\_ (ie A01-C19)

For the purposes of Homeowner Association Communications, all Below Information is Required in Full as Part of any Agreement of Purchase and Sale.

**Future Owner(s) Full Name :**

\_\_\_\_\_  
\_\_\_\_\_

**Future Owner(s) Surface Mailing Address :**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Future Owner(s) E-Mail :**

\_\_\_\_\_  
\_\_\_\_\_

**Future Owner(s) HOME Telephone :**

\_\_\_\_\_  
\_\_\_\_\_

**Future Owner(s) MOBILE Telephone :**

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\_\_\_\_\_

**Covenants Agreed & Consented To - All Future Owners : (signatures)**

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