

SCHEDULE “B”

Protective Covenants (Rules & Regulations)

AMENDMENTS EFFECTIVE 2006 and 2019 and 2021

The intent of the Protective Covenants is to have reasonable conformity in the quality of built product in the neighbourhood while allowing reduced maintenance and increased long-term durability of building products. General rules echo common-sense understandings that people and communities abide by to foster welcoming and attractive neighbourhoods. When any doubt or question arises regarding the suitability of any building materials, or interpretations of the covenants, please consult with the Architectural Committee. They are there to assist and welcome your enquiries.

- (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.

III. Building and window trims should be in keeping with the homes in the neighbourhood for aesthetic appeal. Attractive and good quality homes will bind the community and preserve value. Contact the Architectural Committee when considering your designs with any questions and guidance. Some high quality vinyl products may be permitted with the Committee's written approval. Examples that have been approved are Royal Celect Cellular Composite Siding and Kaycan Perfection Polymer Shakes/Shingles. Other and alternative products require written Architectural Committee Approval.

- (b) No noxious, dangerous, offensive, or noisy activity shall be permitted on any lot. **Quiet time shall be generally from 11pm through 7 am daily.**
- (c) Each property owner shall provide suitable receptacles for the collection of refuse which shall be screened from view and protected from disturbance.

- (d) Trade, Business or commercial activity shall only be permitted where limited engagement with the public, other businesses (courier), or customers at the home occurs. The rental of a home shall not be considered a commercial activity. Tenants must abide by all covenants, rules and regulations, including limiting undue noise or disturbance of others.
- (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, **including** 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. **All Common property in Granville on the Water is for the use and enjoyment of Owners and Guests only.**
- (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 **unsightly** items, including, but not limited to, **large** radio **antenna**, satellite dishes or receivers larger than 30” in diameter, shall be erected or maintained on any part of the Lands. **Heat pumps and above ground storage tanks should be screened from view with fencing or suitable landscaping. Other installations must be approved in writing by Architectural Committee.**
- (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 and from the lot line to Maritime Electric's primary service. **(modified by developer to reflect ME current practice – June 2019 – see clause bb)**
- (w) Heavy construction vehicles shall not be unloaded on or driven on community pavement. Old rubber tires must be laid down for heavy track equipment to cross upon on community pavements. Violation or damage may be assessed and repair costs or fees levied to the owner, at the Association's sole discretion.**
- (x) Driveways shall be paved within three years of home construction. A suitable period or time may be prudent to allow settling of earthworks and gravel for driveways.**
- (y) The Grantee hereby agrees to consent to any future land development by the Developer.
- (z) 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.
- (aa) 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.
- (bb) 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.
- (cc) The Developer may transfer some or all of the roadways and common areas to the Homeowner's Association at any time.
- (dd) 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.
- (ee) The Covenants herein are severable and the invalidity or unenforceability of any Covenant shall not effect the validity or enforceability of any other Covenant.
- (ff) The Grantee agrees to obtain from any subsequent purchaser or transferee a covenant to observe the Covenants herein set forth, including this clause. **The Grantee also agrees and covenants to provide full contact information for the legal representatives for both the Owner/Seller and for the Purchaser/Transferee, prior to the sale date, preferably at least 7 days prior. Each legal team shall then be notified of all fees owing,**

as at the date of sale, and the Full Annual Fees shall be due and payable upon a sale and shall be prorated and adjusted between the parties as of and on that date.

(gg) Wherever the consent of the Grantor is required, it shall not be unreasonably withheld.

Granville on the Water

Lot # : _____ (ie A01, B18)

Address : _____

For the purposes of communications with the Granville on the Water Homeowner Association, all information is required in full. Please fill out the form, especially on sales, due on the closing.

Owner(s) Full Name :

Owner(s) Surface Mailing Address :

Owner(s) E-Mail :

Owner(s) HOME Telephone :

Owner(s) MOBILE Telephone :

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

**GRANVILLE ON THE WATER
HOMEOWNERS ASSOCIATION INC.**

Home Building Checklist – Minimum Requirements to submit

**All documents should be sent as one application to the Architectural Committee.
Allow up to fourteen (14) days for approvals, in accordance with Covenants.**

- Review Covenants for building materials, styles, requirements, & construction.
Please provide signed copy of Covenants with application if not earlier provided.
- Submit to Architectural Committee copies of :
 - Site plan**, to scale, with dimensions and location of
 - home with total Square footage living area (min. 1,400sf)
 - driveway
 - septic field
 - out buildings
 - drainage patterns and containment.
 - grading notes.
 - RV or boat Storage areas with landscaping or fencing
 - Home plans**, to scale, with
 - details of material selections and finishes
 - siding
 - roofing
 - trim
 - height
 - colours
 - location of heat pumps and outdoor storage tanks with screening details.
 - Details and location of any proposed fencing, hedges, or tree lines.
- General schedule** for construction. (general advice - FYI)
“Construction of any dwelling shall be completed within one (1) year from the date of commencement of construction.”
- Heavy Equipment** notes & requirements. (general advice - FYI)
“Heavy construction vehicles shall not be unloaded on or driven on community pavement. Old rubber tires must be laid down for heavy track equipment to cross upon on community pavements.”

2022 Architectural Committee :

Lance MacNeill (lance.macneill@yahoo.ca),
David Weeks (david.weeks@falkbuilt.com),
Alan Brown (deb.alan.brown@gmail.com)
Steve Dimond (steve@granvilleonthewater.ca)