



## PROTECTIVE COVENANTS

### Haven at Bothwell Beach

1. The intent and purpose of these Protective Covenants, agreed to by the lot owner(s), are for the benefit, safety, protection and overall enhancement of the subdivision as a whole. The lot owner undertakes with the Grantor (the Developer) and their respective heirs and assigns to comply with these Protective Covenants.
2. The lands shall be used for newly constructed permanent private single family dwelling residential purposes.
  - a. No more than one dwelling with attached garage and one ancillary building shall be constructed on the site. No temporary structures or mobile homes or trailers are permitted on the lands, unless wholly enclosed and used in the course of construction of a dwelling.
  - b. Subdivision of the subject property is strictly prohibited.
  - c. All dwellings constructed on the Lands shall have a minimum above ground habitable floor area of not less than 1,200 sq. ft. in the case of a one storey dwelling, and not less than 900 sq. ft. on the first floor in the case of a two storey or more dwelling.
  - d. All dwellings and related items constructed on the Lands shall be subject to a Designated Area Footprint (DAF), which shall be no more than 15 % of the total area of the lot. This is to help preserve the character of the properties. The DAF shall be determined by the lot owner and Developer prior to the initiation of any construction, and is subject to, among other things, the view planes and impact on neighboring lots and the development as a whole.
3. Construction of the dwelling building and landscaping shall be completed in a proper and workmanlike manner and in accordance with plans, dimensions, specifications, siting plans and plot plans approved by the Developer, and generally completed within one year of commencing construction.
  - a. Construction of the dwelling on each lot shall be started within two (2 years) of the purchase of the lot, unless waived in writing by the Developer.
4. The lot owner shall comply with all federal and provincial laws, regulations, by-laws and zoning and set back requirements in connection with the construction of any building upon the lands.
5. The lot owner shall be wholly responsible for construction and maintenance of his own well, septic tank and field tile, which shall be in accordance with the specifications established by provincial regulation.
6. No items, including, but not limited to, exterior television, radio, aerials, satellite dishes or receivers larger than 30" in diameter, Selkirk/propane chimneys, and above-ground storage tanks, shall be erected or maintained on any part of the Lands. **Such prohibition shall not extend to propane gas tanks maintained on**



**the property by the lot owner so long as the Developer's permission is obtained by the lot owner. Such permission may be subject to any conditions the Developer deems appropriate for the maintenance of such gas tanks on the Lands,**

7. No commercial activity or, activity in the nature of trade, manufacture or business of any nature or kind, shall be conducted by the lot owners on their lot save and except that the lot owner shall have the right to rent their residence as a tourist accommodation **so long as each and every such rental is for a minimum rental period of not less than one week.**
8. Nothing shall be done upon the Lands that would constitute a nuisance to the occupants or residents within the subdivision. This shall extend to and include the obligation to maintain the lands and premises in tidy and acceptable condition.
9. The lot owner undertakes to develop and maintain the Land and the premises in a high quality standard of landscaping and/or maintenance consistent with that found in a first-class residential neighborhood. In the event that a lack of maintenance or care is observed, the Developer may, at its option, undertake maintenance, clean up and repair. The cost of doing so shall constitute a lien on the land owned by the land owner.
10. Each **lot** owner shall provide suitable receptacles for the collection of refuse which shall be screened from view and protected from disturbance.
11. The Lands shall be kept clean, sanitary, free from refuse, debris and fire hazard at all times and no sewage or building waste or other 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.
12. No major repairs to a motor vehicle, boat or trailer shall be affected on the Lands, except within a wholly enclosed garage. No portion of the Lands shall be used for the storage or repair of derelict vehicles.
13. No trailer or camper with or without living, sleeping or eating accommodations, boat, or motor vehicle in **excess** of one ton shall be place, located, kept or maintained on the Lands.



14. 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 ton and any other vehicles of a similar nature.
15. No cattle, hogs, sheep, poultry, horses or other livestock or animals, other than household pets normally permitted in private homes in urban or suburban 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.
16. The lot owners 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.
17. The lot owners shall connect the dwelling on the Lands to electricity and other utilities via an underground conduit from the provided lot access to the subdivisions' utilities.

#### **Written Approval Required**

18. No dwelling building or other building, fence, 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, color materials 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. Plot plans are required to be submitted to the Developer indicating the lot grading design of the dwelling layout and proposed surface and storm drainage and landscaping and all other associated site works designed and certified by a qualified profession in this field of work preparing same and indicated thereon. The design of the dwelling building, its location upon the lot, the color of roofs, exterior woodwork, siding and trim and all exterior masonry of the buildings to be erected shall be approved by the Developer in writing. In approving such plans, the Developer may take into consideration the material and color of all roofs, exterior walls, woodwork, windows, hardware, fencing, paving and landscaping details proposed and the harmony thereof with the surroundings and the effect of the structures as planned on the outlook from adjacent or neighboring properties.
19. The Developer shall notify the lot owners 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, specifications, siting plan and plot plan. No such approval shall be unreasonably withheld.

20. No fence shall be erected or maintained on the Lands or any part thereof without written approval of the Developer.
21. No signs, billboards, notices or other advertising matter of any kind (except signs of the size and type ordinarily employed by real estate brokers in the area, offering the Lands for sale) shall be placed on any part of the Lands or upon or in any buildings or on any fence, tree or other structure on the Lands without the prior written consent of the Developer.
22. No excavation shall be made on the Lands except excavation for the purpose of building on the same at the same time of commencement of such building or for the improvement of the gardens or grounds thereof. No soil, sand or gravel shall be removed from the Lands except with the prior written consent of the Developer.

### **Architectural Guidelines**

23. In reviewing and approving plans for construction or development of the Lands, the Developer shall give consideration and shall apply the following design criteria and standards:
  - a. No building shall be located within 75 ft. of the boundary of any watercourse.
  - b. No building shall be located within 50 ft. of any property line.
  - c. All exterior cladding shall employ natural materials (wood clapboard, shingles, board and batten, brick, stone, Island sandstone) and may include a variety of materials. Artificial materials may be approved by the Developer where the finished appearance closely resembles natural materials.
  - d. Roofing materials shall be wood shake or shingle or profile asphalt shingles **or steel** with a minimum rating of 35 years.
  - e. Vinyl or metal siding will not be permitted.
  - f. Exterior finishes shall be either paint or stain of sufficient durability to withstand the conditions of the site.
  - g. Color schemes shall be thoughtfully considered with respect to adjacent structures and the typical Island color palette. Colors deemed by the Developer to be obtrusive or inconsistent with the architectural theme or aesthetics of the Lands shall not be permitted.



- h. All mechanical service equipment shall be either ground mounted or full screened by architectural details consistent with the main dwelling.
- i. Storage buildings shall match the architectural design and details of the main dwelling. Location shall be restricted on the lot in order to minimize impact of view planes.
- j. All houses, garages and storage buildings are to be constructed on a concrete slab, frost wall, crawlspace or full basement with no more than 18 inches of exposed concrete.
- k. All flues shall be constructed or faced with brick or stone.
- l. While there are no specific height or storey restrictions, this shall be taken into consideration with respect to impact on view planes from other property lots.
- m. Driveway location and surface shall be part of the submitted plans.
- n. Several floor plans and model homes overview designs are available from the Developer, illustrative of the intent of the Architectural Guidelines.

### **Other**

- 24. A buffer zone exists along the shore. **Lot owners** within the subdivision undertake to not desecrate or use it in such manner as would violate the integrity of the area.
- 25. Any land or roads disturbed by construction shall be repaired and landscaped within six (6) months from the completion of the construction of any structure build upon the Lands.
- 26. The Developer, its successors and/or assigns, may in its sole discretion and without the consent of the lot owner, alter, waive or modify any of the foregoing building and other Protective Covenants, provided their substantial character is maintained and the Developer deems such alteration is in the best interests of the subdivision.
- 27. **When the Developer has sold a majority of the 16 Lots of the subdivision – nine – the Developer shall relinquish responsibility for all roadways and common areas including, but not limited to, the path to the beach and the dock to the inland waterway to a homeowners association of which the lot owners shall be obligated to be members. The maintenance of the roadways and common areas shall be in the direction and discretion of the homeowners association. The costs**



levied for such maintenance and repair shall constitute a pro rata lien upon the lots within the subdivision and run in a manner consistent with and equivalent to non-commercial realty taxes as presently levied by the Province of Prince Edward Island. The repayment of same shall be enforceable by way of ordinary legal means and/or redress to recover any amounts levied and remaining unpaid within thirty (30) days from the issuance of such levy.

28. **Until such transfer occurs the Developer shall be responsible for the maintenance and repair of all roadways and common areas, including but not limited to the path to the beach and the dock to the inland waterway, to a high quality standard of landscaping and/or maintenance consistent with that found in a first-class residential neighborhood. The cost of such maintenance and repair shall be levied on each lot annually by the Developer on a pro rata basis and constitute a pro rata lien upon the lots within the subdivision. The repayment of same shall be enforceable by way of ordinary legal means and/or redress to recover any amounts levied and remaining unpaid within thirty (30) days from the issuance of such levy. Should the Developer fail to meet its obligation of maintenance and repair then each and every lot owner has the right to take any action at law to require the Developer to do so and/or to recover the costs to recover the costs incurred by the lot owner as a result of the Developer's failure to meet this obligation.**
29. By accepting title to the Deed of Conveyance containing these Protective Covenants the lot owners hereby covenants and agrees with the Developer that they designate the Developer or the homeowners association (**if transfer from the Developer to the homeowner's association has occurred**) as their **legal representative to ensure each and every lot owner's compliance** with the ordinary and reasonable undertakings and obligations of a lot owner. The lot owners waive any action at law to recover possession of such Lands or the payment of costs in the event action is required by the home owners association **or** the Developer as a consequence of **the lot owner's** noncompliance with undertakings contained herein.
30. When the Developer has transferred the roadways and common areas to the homeowners association, the homeowners association will be considered the Developer for the purpose of these Covenants and shall have the right to grant the various approvals contemplated the these Covenants, and to collect from the lot owners all sums owing or assessed.
31. The Covenants herein are severable and the invalidity or unenforceability of any Covenant shall not affect the validity of enforceability of any other Covenant.



32. Whenever the consent of the Developer is required, it shall not be unreasonably withheld.
33. The lot owner agrees to obtain from any subsequent purchaser or transferee a covenant to observe the Covenants herein set forth, including this clause.

End

**Revised September 17, 2018**

(Previous Feb. 24, 2009)