



## DRIFTWOOD ESTATES

### DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by Blue Bell Construction Ltd., (hereinafter called the "Developer").

WHEREAS the Developer is the owner of lands located at North Carleton, in Prince County in the Province of Prince Edward Island, which lands include the property more particularly described herein

AND WHEREAS the Developer wishes to subject the lands described herein to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of the lands described herein.

NOW THEREFORE the Developer declares that the lands more particularly described in Schedule A annexed hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth.

#### I. PROPERTY SUBJECT TO THIS DECLARATION

The lands subject to this Declaration are described as parcel number 681536 located at North Carleton in the Province of Prince Edward Island.

#### II. RESTRICTIVE COVENANTS

In these covenants, the following definitions shall apply:

- a. "Grantor" shall mean \_Blue Bell Construction Ltd. its successors, and/or assigns;
- b. "Grantee" shall mean the original purchaser from the Grantor and all subsequent successors to the original purchaser's title and shall include joint or common owners of the Lands;
- c. "Lands" shall mean the lands purchased by the Grantee from the Grantor.

The Grantee(s) of the lands described above agree with the Grantor to observe and comply with the following restrictions and agreements made in pursuance of a building scheme established by the Grantor.

1. No building or structure shall be erected on the Lands until the exterior plans of said building or structure have express written approval by Grantor.

2. No dwelling shall be constructed on the Lands which shall have any ground floor less than:
  - 1092 square feet in the case of a one-storey dwelling, not including the basement level.
  - 840 square feet in the case of a dwelling with more than one storey, provided that the total habitable floor area of any such dwelling shall not be less than 1,500 square feet.
  - The measurements for calculations of the area referred to in this paragraph shall be taken at the outside measurements of the main walls of each dwelling, excluding garage, porch and/or veranda. Habitable floor area does not include an attic, finished basement, or unfinished basement.
3. No fence, hedge or gate exceeding five (5) feet in height shall be placed upon the Lands.
4. The Lands and any dwellings erected or to be erected thereon shall not be used for the purpose of any profession, trade, employment, service, manufacture or business of any description, nor as a school, hospital or other charitable institution, nor as a hotel, rooming house or place of public resort, nor for any sport (other than such games as are usually played in connection with the occupants of a private residence), nor for any purpose other than a private residence for the use of one family only to each dwelling, nor shall anything be done or permitted upon any of the lands or buildings erected or to be erected thereon which shall be a nuisance to the occupants of any neighboring lands or building.
5. Upon completion of sale of property, the Grantee shall at all times keep the Lands and any buildings or structures erected therein in tidy condition, including the cutting of grass;
6. No major repairs to any motor vehicle, boat or trailer shall be effected 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.
7. No building waste or other 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.
8. No dwelling building shall be erected or stand on the Lands other than a newly-constructed permanent, private dwelling building. No temporary structures, mobile homes or trailer are permitted on the Lands.

9. 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 trains, trucks over one ton and any other vehicles of a similar nature.
10. No horses, cattle, hogs, sheep, poultry or other stock or animals or birds other than household pets normally permitted in private homes in urban residential areas shall be kept upon the said Lands and no breeding of pets shall be carried on upon the said Lands. No kennels shall be permitted upon the Lands.
11. The Grantee shall be responsible for any damage to curbs, gutters and any underground services occasioned during construction or any works carried on by the Grantee on the lands of the Grantee. The Grantee also agrees that in the event that any survey pins are lost or removed during construction or otherwise on the lands of the Grantee, the Grantee at his cost, shall cause a licensed surveyor to replace any such survey pins that may have been removed or lost.
12. No signs, billboards, placards, notices or other advertising or informational material of any kinds, except signs of the size and type ordinarily employed by real estate agents offering the Lands for sale or rent, shall be placed on the Lands, dwelling or other structure on the Lands without the express written approval of the Grantor.
13. Any dwelling building damaged by fire shall be removed or repaired within sixty (60) days.
14. No approved lot shall be subdivided at any time without the express written approval of the Grantor.
15. The Grantee agrees to obtain from any subsequent purchaser or transferee an express written covenant to observe the restrictive covenants and agreements herein set forth including this clause.
16. The restrictions herein are severable, in that the invalidity or unenforceability of any restriction shall not affect the validity or enforceability of any other restriction.
17. The Grantor, 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 restrictions, provided the substantial character of the covenants is maintained.
18. The covenants and restrictions shall run with and bind the lands in Schedule A and shall endure to the benefit of and be enforceable by the Grantor, its successors and/or assigns, or by the owner of any land subject to this Declaration, their respective representatives, heirs, successors and assigns.

19. Enforcement of these covenants and restrictions shall be by any proceeding at law or equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any obligation created by these covenants, and failure by the Grantor to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.
20. The Grantee, together with all others who own lots in the Driftwood Estates subdivision, shall be members of the Homeowners' Association established by the Grantor.
21. The Grantor may transfer the roadways and common areas to the Homeowners' Association at any time.

IN WITNESS WHEREOF the Developer has hereunto set the hand(s) of its authorized signing officer(s) and has affixed its corporate seal on the day and year first above written.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantee