



The Grantee(s) of the Lands covenant and agree with the Grantor to observe and comply with the following covenants, restrictions and agreements:

1. All plans of construction, including colours, exterior finish and the final working drawings shall be submitted to the Grantor. The Grantor's approval in writing must be obtained, which approval shall not be unreasonably withheld subject to the restrictive covenants. Every building shall be constructed in strict accordance with the plans and drawings which have been approved by the Grantor. All dwellings must be constructed within eighteen (18) months of purchase of the Lands. Construction of a single-family dwelling building shall be fully completed within eight (8) months from the date construction commences. No garage shall be located on the Lands unless the garage is attached to the above-mentioned dwelling. Construction of multi-unit building shall be fully completed within one year from the date construction commences.

2. Each building unit shall have:

(a) R1 lots - no house erected on the said land shall occupy a space of less than 1,400 square feet excluding the attached garage or

R2 lots - no building erected on the said land shall occupy a space of less than 1,000 square feet excluding the attached garage per unit

Multi residential lots - each unit on the said land shall occupy a space of less than 1,000 square feet excluding the attached garage per unit

(b) the Grantor's approval in writing

The measurements for calculation of the areas referred to in paragraph above shall be taken as the outside measurements of the main walls of each dwelling building, excluding an attached garage, any porch, veranda, sunroom, attic and basement.

3. No structure shall be constructed on other than a concrete slab base, four foot frost concrete basement with no more than twelve (12) inches of exposed concrete.

4. The Lands shall not be re-graded in such a manner that will block or impede any water course or swale or cause water to be diverted over or built-up upon any adjoining lands. No modification to the water flow or direction shall be made without approval by a qualified Professional Engineer, Town of Stratford and the PEI Department of Transportation and Infrastructure Renewal and the Grantor.

5. No accessory buildings or any other covered framed structures are permitted on the lots

containing multi-unit dwellings. Single family and duplex lots are excluded. Canvas structures are not permitted on any lots.

6. No driveway on the Lands shall remain un-surfaced for any period beyond nine (9) months from the commencement of the construction of the dwelling building. All driveways shall be surfaced by asphalt, brick or concrete.

7. No mobile home, travel trailer or other type of residence other than of permanent construction will be situated on the said Lands.

8. The distance between dwellings must be in accordance with The Town of Stratford's bylaws. The Grantee shall comply with the minimum standards established by the Town of Stratford.

9. Installation of solar panels are permitted providing they are installed directly on the dwelling structure or permitted accessory structure. The installation of free-standing solar panels or associated structures shall be prohibited.

10. No business in the nature of a commercial business shall be carried on the Lands.

11. No cattle, hogs, sheep, poultry, horses or other livestock or animals other than household pets normally permitted in private homes shall be permitted or kept on the Lands. No kennels and no breeding of pets for sale shall be permitted on the Lands.

12. Not to subdivide the Lands for a period of twenty years from the date of purchase.

13. Plans shall include a final grading plan for the Lands showing existing and proposed lot elevations and the elevation of the foundation in relation to existing lot elevations and grades.

14. Hedges shall be permitted up to 4.5 feet in height from the ground. All hedges shall be trimmed and properly landscaped. Any hedges greater than 4.5 feet in height shall be required to be approved by the Grantor and its express approval obtained in advance, which approval shall not be unreasonably withheld.

15. No fence shall be erected on the Lands which is higher than six (6) feet.

16. No recreational trailers or vehicles, commonly known as travel trailers, camper trailers, pick-up coaches, motorized campers, motorized homes, boats or other similar vehicles shall be located, kept on or maintained on the Lands.

17. Oil tanks shall be located within the interior structure on the Lands.

18. 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.

19. No exterior aerials and antennas or satellite dishes with a diameter greater than thirty (30") inches may be erected or maintained on any part of the said Lands without the prior written consent of the Grantor. Any satellite dish installed shall be placed in a location so as not to interfere with the appearance of the Lands.

20. The Grantee agrees and acknowledges that the Lands are subject to existing public utility easements and may be subject to further easements which may be required by proper authority to provide water, sanitary sewer, storm sewer, electrical, telephone, internet and cable television services to the area.

21. Where permission or approval of the Grantor is required or where the Grantor is given any power or authority by these protective covenants, the Grantor shall have the right to name a representative or designate to make any such decision or to exercise such power of authority. If such a representative or designate is named, the Grantee shall be notified in writing and the decision of the representative shall be binding upon the Grantee, but shall be limited to that issue only for when the appointment was made by the Grantor. If for any reason the Grantor is unable to continue to fulfill its supervisory and other obligations hereunder, the Grantor shall name a permanent representative by written notice to all of those persons bound by these protective covenants. Any such named representative shall have the right to name a further representative, if required, under similar circumstances.

22. The Grantor, its successors and assigns, may, in its sole discretion and without the consent of the Grantee(s), alter, waive or modify any of the foregoing building and other covenants, provided their substantial character is maintained.

23. Enforcement of these covenants and restrictions shall be by any proceeding at law or at equity against any person or persons violating or attempting to violate any covenant, restriction or agreement contained herein, either to restrain violation or recover damages, 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.

24. The restrictions and provisions herein are severable, in that the invalidity or unenforceability of any restriction or provision shall not affect the validity or enforceability of any other restriction or

provision.

The covenants and restrictions contained herein shall run with and bind the Lands and shall ensure to the benefit of and be enforceable by the Grantor, its successors and assigns.

***IN WITNESS WHEREOF*** the corporate seal of the Developer has hereunto been set his hand and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

)CONCORD PROPERTIES LTD.

)

)

)PER:\_\_\_\_\_

)

Trevor MacLeod, President

)

\_\_\_\_\_

DATED

2021

---

---

DECLARATION OF  
COVENANTS AND RESTRICTIONS

---

WILLIAM F. DOW, Q.C.  
CARR, STEVENSON & MacKAY  
65 Queen Street, Box 522  
Charlottetown, P.E.I.  
C1A 7L1