

RESTRICTIVE COVENANTS (RULES AND REGULATIONS)

- (a) (i) There shall be one newly constructed, permanent single family dwelling or summer cottage per lot, having a minimum 1,400 square feet, and not more than 1 ancillary building, i.e., garage, or boat house. The design shall meet with Homeowners Association Bylaws and Regulations, and shall comply with Architectural Committee requirements. It is recognized that some lots are better suited to smaller more appropriate structures. Upon written approval from the Developer, exceptions may be made from this clause. For the purpose of this clause, "square footage" shall be calculated and measured from the outside measurements of the main walls of the dwelling building excluding the garage, porch, veranda, sunroom, attic, basement and/or semi-basement.
- (ii) No dwelling building or other building, fence (including hedges), wall, gate post, clothesline, surface or storm drainage, tree 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, 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. No dwelling shall stand upon the lands that has an exterior finish not of wood, cement board, brick, stone, steel or such other material so approved in writing by the Developer prior to construction.

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 professional in this field of work preparing same indicated thereon. The design of the dwelling building, its location upon the lot, the color of all 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, dimensions, specifications, siting plans and plot plans, the Developer may take into consideration the material and color of all roofs, exterior walls, woodwork, windows, hardware and lighting fixtures, fencing, paving and landscaped details proposed and the harmony thereof with the surroundings and the effect of the structures as planned on the outlook from adjacent or neighbouring properties. Subject to other provisions herein, compulsory items are cedar shingles or Hardie Plank, and the use of earth tone colors. 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, specifications, siting plan and plot plan. In the event of noncompliance with this provision, a levy of Two Hundred dollars (\$200.00) per day shall be charged to the Grantee and shall serve as

a lien on the Grantee's property until the Grantee is in compliance with this provision.

- (b) No noxious, dangerous, offensive, or noisy activity shall be permitted on any lot. Nothing shall be done upon the lands that is or would likely be a nuisance to the occupants of any neighbouring lands or buildings within the subdivision. Without limiting the generality of the foregoing, no one shall use recreational off-road vehicles on the Lands or beaches and dunes adjacent to the Lands.
- (c) Each property owner shall provide suitable receptacles for the collection of refuse which shall be screened from view and protected from disturbance.
- (d) The Lands and any building 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, hotel, apartment house, rooming house or place of public resort, nor for any purpose other than as a private residence for the use of only one family to each dwelling building. Grantees shall have the right to rent their residence to a single family, with the written consent of the Developer (such consent not to be unreasonably withheld). Tenants shall not be permitted to sub-let and shall be bound by these covenants.
- (e) No lot shall be further subdivided.
- (f) No mobile homes, recreational vehicles, campers or travel trailers shall be placed, located, kept or maintained on the lot. However, they may be used for interim accommodations during construction for a maximum period of 90 days.
- (g) Construction of any dwelling including driveway, walkway and landscaping, 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 Grantee 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. Upon commencing construction of the dwelling building foundation, the Developer will provide the services of a licensed Prince Edward Island land surveyor to establish the dwelling building location on the lands, top of footing elevation and suggested top of the wall elevation.
- (i) 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 levelling in connection with the construction or erection of a dwelling or other structure therein or the immediate improvement of the Lands.
- (j) 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.

- (k) No application of herbicides or pesticides on the lands is permitted, with the exception of commonly used household products.
- (l) 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.
- (m) 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 a wholly enclosed garage, and only registered vehicles owned by the property owner. No portion of the Lands shall be used for the storage or repair of derelict vehicles.
- (n) No incinerator or other refuse burning device shall be erected or maintained upon the lands.
- (o) 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.
- (p) There shall be no occurrence or activity on the lands which contravenes any applicable Municipal, County, Provincial, or Federal regulation or law.
- (q) No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering lands or buildings thereon 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.
- (r) The Grantee shall be obligated to become a member of the Homeowners Association formed for The Hamptons Oceanside Estates and shall contribute its proportionate share for the cost of snow removal, maintaining the roads and any other common lands or rights-of-way within the subdivision and other common properties for the use and enjoyment of property owners. Such costs are to be determined by the Developer and billed as it determines.
- (s) No items, including but not limited to, exterior television, radio, aerials, satellite dishes or receivers larger than 30" in diameter, heat pumps, Selkirk/propane chimneys and above ground storage tanks, shall be erected or maintained on any part of the Lands.
- (t) Vinyl siding shall not be used for exterior cladding on any building, unless so approved in writing by the Developer prior to construction.
- (u) The Grantee hereby covenants and agrees to purchase 100% of building materials for the construction of any structure built upon the property from the building supply dealer as approved by the Developer, provided however, that the price of these items is competitive at other building supply stores. In the event that the Grantee conveys the property to a third party prior to the commencement or completion of the construction on the property, the Grantee shall ensure that the subsequent owner of the property enters into a similar agreement as between the Grantee herein, and the subsequent purchaser.
 - i. The Grantee acknowledges that this condition shall survive any closing of any transaction, and any subsequent conveyance, that the breach of this provision will

cause financial damages to the Developer, and in the event that the Grantee breaches this condition, the Developer shall be entitled to recover all its costs and damages from the Grantee.

- ii. The Grantee acknowledges that this condition is included in the best interests of the Grantee as said condition enables commissions to be credited to the Developer by the building supply dealer, which commissions shall be directly applied to the further development and improvement of the common properties and common buildings for the enjoyment of Owners within the development, including the Grantee.
- (v) 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 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 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.
- (w) 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.
- (x) No cattle, hogs, sheep, poultry, or other livestock, 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.
- (y) The Grantee shall not allow any pet to leave the Lands unless it is under the immediate care and control of a competent and responsible person.
- (z) The Grantee shall connect the dwelling on the Lands to electricity via an underground conduit from the lot line to the dwelling.
- (aa) The Grantee hereby agrees to consent to any future land development by the Developer.
- (bb) 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.
- (cc) 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.
- (dd) 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.

- (ee) The Developer may transfer the roadways and common areas to the Homeowner's Association at any time.
- (ff) If the Developer has transferred the 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.
- (gg) Easements ten (10) feet in width along the Lot lines of all Lots are reserved for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of fifteen (15) feet is reserved for such purposes along the rear line of all Lots that do not adjoin other Lots or properties within the Subdivision. A perpetual easement fifteen (15) feet in width is reserved for the use and benefit of, and hereby granted to, the Association along each right of way margin of all rights-of-way within the subdivision for the location and maintenance of trees and other landscape plantings, and in this regard the Association is granted free rights of ingress, egress and regress, from time to time, as may be advisable to plant, seed, prune, fertilize, spray and otherwise care for such trees and plantings.
- (hh) The Covenants herein are severable and the invalidity or unenforceability of any Covenant shall not effect the validity or enforceability of any other Covenant.
- (ii) The Grantee agrees to obtain from any subsequent purchaser or transferee a covenant to observe the Covenants herein set forth, including this clause.
- (jj) Wherever the consent of the Developer is required, it shall not be unreasonably withheld.

Consent to the above covenants is hereby indicated by the purchaser(s) of the property described in Schedule "A" herein.

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