

## RESTRICTIVE COVENANTS

The Grantee(s) does hereby covenant and agree with the owners of JAAS Holdings Inc. (hereinafter called the "Grantor") and also with the owner or owners from time to time of any other lands of JAAS Holdings Inc. as shown on a plan of subdivision prepared by Derek A. French Professional Services Inc. as Drawing No 22014-L1, dated July 20, 2023, and approved by the Town of Cornwall, to comply with the following protective covenants. The Grantee and the Grantor do further covenant and agree that the burden and benefit of these protective covenants shall run with the lands described herein and the stipulations, restrictions and provisions of these protective covenants shall be binding upon them and upon the heirs, executors, administrators, successors and assigns of the Grantee(s) and the Grantor.

JAAS HOLDINGS INC. does hereby impose the following restrictions on the lands described herein, including any building lot subdivided therefrom. Anyone acquiring an interest in any of the lands described herein agrees to observe and comply with the following restrictions and shall ensure any subsequent grantee(s) will observe and comply with these restrictions:

### Property Subject to Restrictive Covenants:

1. The property subject to these Restrictive Covenants, which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located at Cornwall, in Queens County, and is identified as ***Lots 56, 57, 58, 59, 60, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 146, 147 and 148***, as shown on a plan of survey entitled "Plan of Survey Showing West River Estates "Phase 3" Lands of JAAS HOLDINGS INC." prepared by Derek A. French Professional Services Inc. on July 20, 2023, duly certified by Derek A. French, P.E.I.L.S., under Drawing No. 22014-L1, and approved by the Town of Cornwall.

### **Covenants and Restrictions:**

2. Upon registration of the Deed of Conveyance to the Grantee, the Grantee shall automatically become subject to all the rights, advantages and responsibilities associated with ownership of the said lands and the terms of these restrictive covenants.
3. There shall be no occurrence or activity on the lands which contravenes any applicable Municipal, County, Provincial or Federal regulations or law.
4. No structure shall be erected on the Lands unless 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. Notwithstanding the foregoing, the Grantor shall refuse to approve plans of construction which fail to provide for a walk out basement (at least one foundation wall entirely above grade) with respect to Lot Numbers 92, 93, 94, 95, 96, 144, and 148. A surveyor will facilitate the layout of the structure's location and elevation. Every building shall be constructed in strict accordance with the plans and drawings which have been approved by the Grantor. Construction of the building shall be fully completed within six months from the date construction commences. No garage shall be located on the Lands unless the garage is attached to the above-mentioned dwelling.
5. No more than one storage building shall be erected to stand at any one time. Storage buildings are not to exceed 140 square feet.
6. Storage building must be same exterior as dwelling and well kept.
7. No building shall be erected on the lands unless the plans and specifications therefore have been submitted to the Grantor, or their heirs, executors, administrators, successors and assigns, which may in future be formed, and whose approval in writing has been given. Such approval shall not unreasonably be withheld and specifically, shall only be withheld for non-compliance with these restrictive covenants.

8. No single family residence shall have any ground floor area less than:
  - a) 1700 square feet in the case of an one storey dwelling;
  - b) 1200 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 1800 square feet.

The measurements for calculation of the areas referred to in this paragraph 8, shall be taken as the outside measurements of the main walls of each dwelling, excluding attached garage, porch, and veranda. Habitable floor area does not include an attic, a finished or an unfinished basement.

9. No single family residence shall occupy the lands unless it is a site built permanent, or transported to the site upon construction without being first used or occupied at another site, private dwelling building, with or without attached private garage,

10. No building or structure shall be constructed on other than a concrete slab base, four foot frost wall or basement with no more than twelve (12") inches of exposed concrete. All structures other than single family shall have a minimum of 20% of the front yard exterior walls finished in brick, stone or a finish enhancement acceptable to the Grantor.

11. The Grantee shall be responsible for all connecting charges for water, sanitary sewer, underground electrical, underground telephone, underground internet, and underground cable television. No aerial utility lines will be permitted to connect from main service lines to dwellings.
12. No driveway on the lands shall remain un-surfaced for any period beyond nine months from the commencement of the construction of the dwelling. All driveways shall be surfaced by asphalt, brick or concrete at the expense of the Grantee.
13. No portion of the lands disturbed by construction shall remain un-landscaped for a period beyond six (6) months from the completion of the construction of any structure built upon the lands.
14. No excavations shall be made on the lands except excavation for the purposes of building and for the improvement of the gardens and grounds thereof. No soil, sand or gravel shall be removed from the said lands except with the prior written consent of the Grantors.
15. No building or other waste, or any other material of any kind shall be dumped or stored on the lands except clean fill for the purposes of leveling in connection

with the construction or erection of a residence or other permitted structure thereon or the immediate improvement of the grounds.

16. The Grantees shall be responsible for all damages to the roads, curbs, gutters, and any underground services occasioned during construction or any works carried on by the Grantees on the lands of the Grantees. The Grantees also agree that in the event that any survey pins are lost or removed during construction or otherwise on the lands of the Grantees, the Grantees, at their expense, shall cause a licensed Surveyor (of the Grantor's choice) to replace any such survey pins which may have been removed or lost.
17. West River Estates Storm Water Management Plan (SWMP): No Grantee shall obstruct the flow of storm water drainage, and no lot shall be graded or regraded in such a manner that it will block or impede any water flow, or cause water to be diverted over or built up upon any adjoining lots or land. All Grantees shall adhere to the storm water drainage routes identified on a plan of survey entitled "Plan of Survey Showing West River Estates Phase 3", prepared by Derek A. French Professional Services Inc. as Drawing No. 22014-L1, dated July 20, 2023. The Grantees shall maintain the grading and drainage standards and swale areas established by the storm water drainage routes and drainage limits on the SWMP. The Grantor, or its authorized representative, shall have the right to enter on the lands within and adjacent to the lands as may be required. The Grantees shall maintain the elevations, drainage limits, and swale areas on the perimeter of each lot as set out in the SWMP and further, shall maintain the elevations, drainage limits, and swale areas as shown on any drainage plans subsequently submitted to the Town of Cornwall for each lot.
18. West River Estates Storm Water Management Plan Drainage Swale Areas: With respect to Lots 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, and 143, the Grantee acknowledges that the western boundary of each lot is subject to a drainage swale extending northerly and southerly along the western boundary of each lot for a depth of twenty (20) feet along the western boundary of each lot.
19. West River Estates Storm Water Management Plan Drainage Swale Areas: With respect to Lots 130, 129, 118, 117, 116, 115, 114, 113, 112, 111, 110, 109, and 144, the Grantee acknowledges that the eastern boundary of each lot is subject to a drainage swale extending northerly and southerly along the eastern boundary of each lot for a depth of ten (10) feet along the eastern boundary of each lot.
20. West River Estates Storm Water Management Plan Drainage Swale Areas: With

respect to Lots 108, 107, 106, 105, 104, 103, 102, 101, 100, 99, 98, 97, and 148, the Grantee acknowledges that the western boundary of each lot is subject to a drainage swale extending northerly and southerly along the western boundary of each lot for a depth of ten (10) feet along the western boundary of each lot.

21. West River Estates Easement Areas: With respect to Lots 94 and 95, the Grantee acknowledges that the western boundary of Lot 94 and the eastern boundary of Lot 95 is subject to a drainage easement with a width of approximately fifteen (15) feet, extending northerly and southerly along the western boundary of Lot 94 and the eastern boundary of Lot 95, and identified as Easements E94 and E95.

22. West River Estates Easement Areas: With respect to Lot 96, the Grantee acknowledges that the lot is subject to drainage easements identified as Easement E96A and E96B.

23. No alteration, addition or change to the structure or exterior appearance (including colour) of a dwelling or other structure shall be made, done or permitted to be done except with the express written approval of the Grantor.

24. No exterior radio aerials or satellite receivers shall be erected or maintained on any part of the said lands with the exception of receivers that do not exceed twenty-four (24") inches in diameter. Any satellite receivers installed shall be placed in a location where it will not interfere with the appearance of the lot.

25. No truck or other vehicle having a payload of over one (1) ton shall be placed, located, kept on or maintained on the lands.

26. No major repairs to motor vehicles shall be carried out on the lot except in a wholly enclosed garage.

27. No owner of a dog shall permit it to run at large, at any time of the year.

28. So long as the lands remain vacant, the Grantees shall keep the surface of the lands in a good state of repair so as not to interfere with adjoining lot owners' enjoyment of their lands. Specifically, the Grantees agree that they shall provide minimum lot maintenance by periodically cutting the vegetation on the lands and if the Grantee fails to provide this minimum maintenance, the Grantor, after two weeks written notice to the Grantee, may enter upon the Grantee's lands and cut the vegetation and the costs of such shall be paid by the Grantee to the Grantor and the costs constitute a debt due from the Grantee to the Grantor.

29. The lands and all structures located thereon shall exclusively be used as a family residence and for no other purpose whatsoever and specifically shall not be used for

any commercial purposes. Nor shall anything be done or permitted upon any of the lands mentioned herein or in any dwelling or building erected or to be erected thereon which might be a nuisance to the occupants of any neighboring lands or building.

30. No signs, billboards, notices or other advertising or informational matter of any kind (except the ordinary signs stating civic numbers or owners name or signs offering lands or buildings for sale or rent) shall be placed on any part of the lands or upon or in any of the buildings authority to provide electric energy or other services to the area.

31. 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 electrical energy or other services to the area.

32. 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 or 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 which 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 with 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.

33. The Grantor may alter, waive or modify any of the foregoing building stipulations, restrictions and provisions so long as doing so will not alter the substantial character of the subdivision.

34. 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.

35. The Grantee agrees to obtain from any subsequent purchaser, assignee or transferee an agreement to observe all of the stipulations, restrictions and provisions of these protective covenants herein set forth including this clause.

36. These restrictive covenants shall run with the land and shall be binding upon and enure to the benefit of the Grantees, their heirs, executors, administrators, successors and assigns and furthermore, shall run with each and every lot in Phase

3 of the West River Estates, Cornwall, P.E.I.

37. The grantee acknowledges that the lands described herein are subject to the terms and conditions set out in a Development Agreement between JAAS Holdings Inc. and the Town of Cornwall dated the 9th day of June 2022, and registered the 30<sup>th</sup> day of June, 2023, in Book 6026 as Document Number 5260 at the Queens Country Registry Office, and a Subdivision Agreement dated the 9<sup>th</sup> day of June, 2022, and registered the 30<sup>th</sup> day of June, 2023, in Book 6026 as Document Number 5259.

38. The Grantee shall comply with Town of Cornwall Zoning and Subdivision Bylaw requirements with respect to Drainage Plans, Grading, Landscaping, and Drainage Swale Areas in conformity with the Storm Water Management Plan for each lot and provide proof of such compliance to the Town of Cornwall as it may require. The Town of Cornwall may require such Drainage Plans, Grading, Landscaping, and Drainage Swale Areas to be a condition on any development permit issued by the Town of Cornwall. The Grantee acknowledges that movement of fill within the Town of Cornwall is subject to bylaw control by the Town of Cornwall.

I/WE THE GRANTEE(S), \_\_\_\_\_,

ACKNOWLEDGE THAT I/WE HAVE READ THESE COVENANTS AND UNDERSTAND THEIR NATURE AND EFFECT. I/WE FURTHER UNDERSTAND THAT THESE COVENANTS SHALL BIND AND RUN WITH THE PREMISES AND THAT THEY MAY BE ENFORCED BY THE GRANTORS AND ADJOINING PROPERTY OWNERS IN THE **WEST RIVER ESTATES** AT CORNWALL, P.E.I. AS MAY FROM TIME TO TIME EXIST. I/WE ACCEPT THE TERMS OF THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT FRAUD, PRESSURE, COERCION, OR UNDUE INFLUENCE FROM ANY PERSON, AND HEREBY SIGN THESE COVENANTS TO ACKNOWLEDGE SAME.

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