May 7, 2024

VIA EMAIL

Island Regulatory & Appeals Commission
5th Floor, Suite 501
134 Kent Street
Charlottetown, PE C1A 7L1

Attention: Philip J. Rafuse

Dear Mr. Rafuse:

RE: George L. Crawford et al. v City of Charlottetown – Appeal #LA24008
Notice of Appeal – April 15, 2024

This letter is in response to Ms. Walsh-Doucette's correspondence requesting the City of Charlottetown's (the "City") Record and Reply to the Notice of the Appeal filed by George L. Crawford et al. (the "Appellants") with the Island Regulatory and Appeals Commission (the "Commission") on April 15, 2024 (the "Appeal"). Please accept this correspondence as the City's Reply to the Notice of Appeal. A copy of the City's Record has been provided to all parties.

The Appellants have appealed a decision of City Council dated April 9, 2024, in an 8-1 vote, whereby Council approved the Rezoning and Amendments Application submitted by the developer, Will Zafiris – New Age Investment Group Ltd (the "Developer"), to rezone PID 1047562 (the "Property") from Low Density Residential (R-2S) to Apartment Residential Zone (R-4) for Phase 3 of the Hidden Valley Subdivision located west of Malpeque Road:

> That Council approve the request to amend Appendix "A" the Official Plan Future Land Use Map of the City of Charlottetown from Low Density Residential and that Council approve the request to amend Appendix "G" – Zoning Map of the Charlottetown Zoning and Development Bylaw from the Low Density Residential Single Zone (R-4) for Phase 3 of the Hidden Valley Subdivision located west of Malpeque Road, being a portion of PID 1047562 to allow for future multi-unit residential development consisting of apartment dwelling units in the form of 10 separate apartment buildings (approximately 600 units total) to be subdivided into 10 lots (the "Development").

Melanie McKenna | Associate
Direct (902) 629-3929 ***Main*** (902) 628-1033 ***Fax*** (902) 566-2639 ***Email*** mmckenna@coxandpalmer.com
Dominion Building, 97 Queen St, Suite 600, Charlottetown, PE C1A 4A9

Council's decision comes after a positive recommendation from the Planning & Heritage Department (the "Department") **(Tab 15)** and a unanimous (6-0 vote) recommendation to approve the Application from the Planning & Heritage Board ("Planning Board").

Ground of Appeal

The Appellants have articulated the following reasons for their appeal, which we have summarized as follows:

1. Lack of infrastructure in the immediate area to support the Development;
2. The Development is too large for the area and does not provide adequate green space;
3. The Developer has failed to consider Ellen's Creek and generally, failed to consider the potential environmental impact of the Development; and
4. Miscellaneous comments.

1. Lack of Infrastructure in the Immediate Area to Support the Development

The Appellants allege there is no infrastructure, including, sidewalks, transit services, schools and parks, in place to support the Development and the influx of people who will reside in the 600 proposed units. The City submits that this is all a part of the development process and growth currently happening in the City of Charlottetown. Several of these items were considered by Department in the Report to Planning Board dated February 21, 2024 **[Tab 15]** (the "Report"), as follows:

- As the Development runs along an arterial highway, the Provincial Department of Transportation and Infrastructure was consulted in advance of any decision from the City and they provided the following requirements of the Development:
    - The Development will be required to set aside a 10foot wide strip of land along Malpeque Road along the entire frontage on Malpeque Road for future road widening purposes; and
    - The proposed layout of the Development be amended to accommodate a future roundabout to avoid having to relocate buildings or parking lots and increase right-of-way boundary by 10metres to accommodate placement of future power poles, lighting, signage, sidewalks or active transportation trails.
- A signalized intersection being constructed in the interim to the satisfaction of the Province.
- A connector be provided to accommodate a future road network.

- A dedicated transit stop will be provided to support residents.

- Continued growth in this area will trigger the need for sidewalks and active transportation trails, including, in response to this Development.

With respect to schools in particular, that is a matter of Provincial jurisdiction. The City submits that the Development, and the continued and expected growth on this Property and in the immediate area, will cause further investments to be made in the road infrastructure, transit services and other infrastructure such as sidewalks and active transportation trails. These measures do not happen overnight and will take some time but the City is attuned to these challenges and submits that they will, in the ordinary course of business, respond to the growth.

2. The Development is too Large for the Area and does not Provide Adequate Green Space

The Development is part of a larger development scheme referred to as Hidden Valley Heights Subdivision ("HVH Subdivision"). The Developers have previously obtained approval from the City for Phase 1 and Phase 2 of the HVH Subdivision and residences continue to be built as part of those phases. The City understands that Phase 3 is the final phase of development.

In the initial Phase 1, as each phase is being completed on one large parcel, the Developer allocated parkland along the Ellen's Creek watercourse to accommodate a walking trail and allocated land for a playground, which is a requirement as part of section 48.9.1 and 48.9.2 of the Zoning and Development Bylaw (the "ZD Bylaw"). This land dedication represents 10% of the overall land parcel. Furthermore, at the Building & Development Permit stage, section 6.5 of the Bylaw requires that 10% of a lot be dedicated to landscaping.

Additionally, the Developer has noted further requirements and expectations of homeowners in the HVH Subdivision as shown in their restrictive covenants, annexed hereto. Some examples include minimum landscaping requirements during construction (pg. 5), timeline for landscaping (pg. 5), post construction minimum landscaping requirements (pg. 6), and limits on location of buildings and construction relative to existing watercourses (pg. 6).

3. The Department has Failed to Consider Ellen's Creek and Generally, Failed to Consider the Environmental Impact of the Development

The City submits that all appropriate steps have been taken by the City and the Developer to ensure adequate protections are in place for Ellen's Creek and the surrounding area. As outlined on page 7 of the Department's Report **(Tab 15, pg. 145)**, the following steps were taken:

- Prior to Phase 1 approval, the Developer worked with Donald R. Maynard, Principal Environmental Scientist with Granville Ridge Consulting Inc. who prepared a Site Reconnaissance/Environmental Development Options Report and the recommendations included therein were implemented by the Developer during construction of the subdivision.

- The Department of Environment, Energy and Climate Action were provided the report and delineated the buffer zone to ensure it was not disturbed by construction activities.

- The Developer has also worked closely with Ellen's Creek Watershed Group and continue to have ongoing dialogue with the group **(Tab 15, pg. 157)**.

There is no evidence submitted by the Appellants that the City and/or the Developer have failed to consider Ellen's Creek, the required buffer zone or generally any environmental impact that the Development may have on the Property or surrounding area. The Appellants are certainly entitled to their opinions and concerns but those opinions are insufficient from an evidentiary perspective to permit the Commission to overturn the City's decision to approve the Application.

4. Miscellaneous Comments

The Appellants submit that the site plans do not include proper measurements. The City processed a Rezoning Application and site plans and proper measurements are not required. At the subdivision stage and again at the Building & Development Permit stage, the City will require, per the ZD Bylaw, site plans with complete measurements to ensure full compliance with the requirements of the ZD Bylaw.

The Appellants allege that the site drawings submitted by the Developer show an insufficient number of parking spaces. As indicated by the Department, on page 6 of the Report **(Tab 15, pg. 144)**, formal parking calculations will be completed at the Building & Development Permit stage to ensure full compliance with the ZD Bylaw requirements.

Similarly, the Appellants submit concerns related to "thousands of gallons of rainwater coming off roofs, parking lots [...]". The Department, on page 6 of the Report **(Tab 15, pg. 144)**, confirms that the City will be requiring an updated stormwater management plan designed and stamped by a professional Engineer during the subdivision process, which is outlined in Section 48 of the ZD Bylaw. This updated stormwater management plan will be reviewed by the City's Department of Public Works and the Provincial Department of Transportation and Infrastructure.

In closing, the City submits that the Appellants have not provided any evidence beyond their own assertions and opinions to demonstrate that the City has failed to comply with the ZD Bylaw, or other applicable bylaws, or approved the Application contrary to the Official Plan.

Relief Sought

The Commission is a body of statute, meaning that the Commission's power and authority are defined by statute. As a result, the Commission does not have inherent jurisdiction over matters and must exercise only that authority and those powers conferred upon the Commission by the legislature[1]. The Appellants have requested several forms of relief from the Commission, as articulated on page 238 of the Record **(Tab 22)**. Respectfully, the City submits that much of the relief sought by the Appellants goes beyond the scope of the kind of order the Commission would ordinarily issue and has authority to issue. Generally speaking, the Commission may allow the appeal with or without conditions, or dismiss the appeal. For example, the Commission, in the City's submission, does not have the authority to order that the Department of Environment, Energy and Climate Action, a non-party to this appeal, undertake a full environmental review of the Development.

The City respectfully requests that the Commission dismiss the appeal.

We trust the foregoing to be of assistance and look forward to moving this matter forward.

Yours very truly,

Melanie McKenna
MM/MM

[1] *629857 NB Inc. v City of Charlottetown,* Order LA09-11 at paras 14-15

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made the 19 day of March 2024, by NEW AGE INVESTMENT GROUP INC., a body corporate, duly incorporated under the laws of the Province of Prince Edward Island, hereinafter called the "Developer";

WHEREAS the Developer is the owner of lands located in the City of Charlottetown, in Queens County, Province of Prince Edward Island, known as Hidden Valley Subdivision and the Developer has subdivided said lands into residential lots, as shown and set out in the said subdivision plan, referred to in Paragraph 1 below.

AND WHEREAS the Developer wishes to subject the lots in the subdivision known as the Hidden Valley Subdivision to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of the lands;

NOW THEREFORE the Developer declares that the lots more particularly described in Schedule "A" herein 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 located in the City of Charlottetown, in Queens County, Province of Prince Edward Island, and are those approved lots more particularly described in Schedule ""A" hereto, being Lots 74-93 and 96-101 as outlined and shown on a plan of survey prepared by Island Surveying & Engineering entitled "Plan of Survey Showing Phase 2 being Lots 74-93 & 96-116 & 144-148, & 150-152, Parcels R-4 & R-5 being a subdivision of lands of Hidden Valley" Charlottetown, Queens County, P.E.I., certified by Anthony D. Inman, P.E.I.L.S., on March 6, 2024 as Drawing No. 21403-3 and approved by the City of Charlottetown (the "Lands"). These covenants and restrictions shall apply to each lot.

II. RESTRICTIVE COVENANTS

In these covenants, the following definitions shall apply:

a. "Grantor" shall mean New Age Investment Group Inc., 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 so acquired out of the Lands covenant and agree with the Grantor to observe and comply with the following covenants, restrictions and agreements attached hereto as Schedule "B".

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:

)NEW AGE INVESTMENT GROUP INC.
)
)
)PER:
)
)
)PER:
)
)

SCHEDULE "A"

ALL THAT PARCEL of land situate, lying and being in Charlottetown, Queens County, Prince Edward Island, bounded and described as follows, that is to say:

COMMENCING at a placed survey marker designated as survey marker number 179 as same is shown on a plan of survey prepared by Island Surveying & Engineering entitled "Plan of Survey Showing Phase 2 being Lots 74-93 & 96-116 & 144-148, & 150-152, Parcels R-4 & R-5 being a subdivision of lands of Hidden Valley" Charlottetown, Queens County, P.E.I., certified by Anthony D. Inman, P.E.I.L.S., on March 6, 2024 as Drawing No. 21403-3, said survey marker number 179 having coordinates Northing 692872.895 metres, Easting 387000.225 metres;

THENCE 72° 41' 12" for the distance of 21.624 metres or to a calculated point designated as number 180 as shown on said plan;

THENCE along a curve having a radius of 69.150 metres for the arc distance of 8.514 metres or to a placed survey marker designated as survey marker number 462 as shown on said plan;

THENCE 148° 11' 15" for the distance of 7.594 metres or to a placed survey marker designated as number 461 as shown on said plan;

THENCE along a curve having a radius of 50.853 metres for the arc distance of 12.489 metres or to a calculated point designated as number 465 as shown on said plan;

THENCE 162° 16' 00" for the distance of 238.938 metres or to a placed survey marker designated as survey marker number 386 as shown on said plan;

THENCE 252° 57' 44" for the distance of 33.502 metres or to a placed survey marker designated as survey marker number 348 as shown on said plan;

THENCE 342° 16' 00" for the distance of 257.970 metres or to a placed survey marker designated as survey marker number 179 as shown on said plan, being the point at the place of commencement.

BEING AND INTENDED TO BE Lots 74-87 inclusive as same is shown on the aforementioned survey plan.

ALSO ALL THAT PARCEL of land situate, lying and being in Charlottetown, Queens County, Prince Edward Island, bounded and described as follows, that is to say:

COMMENCING at a found survey marker designated as survey marker number 208 as same is shown on a plan of survey prepared by Island Surveying & Engineering entitled "Plan of Survey Showing Phase 2 being Lots 74-93 & 96-116 & 144-148, & 150-152, Parcels R-4 & R-5 being a subdivision of lands of Hidden Valley" Charlottetown, Queens County, P.E.I., certified by Anthony D. Inman, P.E.I.L.S., on March 6, 2024 as Drawing No. 21403-3, said survey marker number 208 having coordinates Northing 692864.565 metres, Easting 387057.263 metres;

THENCE 73° 04' 25" for the distance of 33.149 metres or to a found survey marker designated as survey marker number 209 as shown on said plan;

THENCE 162° 10' 47" for the distance of 233.227 metres or to a placed survey marker designated as number 412 as shown on said plan;

THENCE 252° 57' 44" for the distance of 33.503 metres or to a placed survey marker designated as survey marker number 411 as shown on said plan;

THENCE 342° 16' 00" for the distance of 233.290 metres or to a placed survey marker designated as survey marker number 208 as shown on said plan, being the point at the place of commencement.

BEING AND INTENDED TO BE Lots 88-93 and 96-101 inclusive as same is shown on the aforementioned survey plan.

Schedule "B"

Lots 74-93 and 96-101

Hidden Valley Subdivision – Phase II

Restrictive Covenants

The Grantee(s) of the lands so acquired out of the lands described in Schedule "A" covenant and agree with the Grantor to observe and comply with the following covenants, restrictions and agreements made in pursuance of a building scheme established by the Grantor. The burden of these Covenants shall run with the lands hereby conveyed, being the lands described in Schedule "A" annexed hereto (herein called the "Lands") forever, and the benefit of these Covenants shall run with each of the lots described herein, being a portion of the lots in the Hidden Valley subdivision (Phase II), in Charlottetown, Queens County, Province of Prince Edward Island. These Covenants shall be binding upon and ensure to the benefit of the heirs, executors, administrators, representatives, successors and assigns of the parties:

1. Restrictions

No more than a single family dwelling building, in accordance with the requirements outlined in these documents as approved shall be erected or stand at any time upon the Lands. No accessory buildings shall be permitted on the Lands without prior written permission of New Age Investment Group Inc. (the "Developer").

Dwelling buildings erected or standing upon the Lands or any part thereof must have a minimum of 800 square feet of livable floor space. In the case of a one and one-half and two-storey structure a minimum of 800 square feet shall be provided on the main floor. In the case of a split-level structure a minimum of 1200 square feet of livable floor space shall be provided above grade. Final building plans, including those for the attached, semi-detached or detached garage, must be approved by the Developer prior to the commencement of construction.

No dwelling building shall be erected or placed on the Lands other than a newly-constructed, permanent, dwelling building as designated for in accordance with the approved plan. No temporary structures or mobile homes or trailers are permitted on the Lands.

Final building plans, including those for the attached, semi-detached or detached garage, must be approved by New Age Investment Group Inc., acting reasonably, prior to the commencement of construction.

No dwelling building shall be constructed on posts and all dwelling buildings shall be constructed on either a concrete foundation or frost wall. No more than 12" of concrete shall be exposed on the front wall (facing the street) of the dwelling.

Every dwelling building shall be constructed in a professional manner and be completed within eight (8) months from the date of construction commences. So long as the Lands

remain vacant, the Grantee 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 Grantee agrees that the Grantee shall provide minimum lot maintenance by periodically cutting the grass and weeds to the tree line, pruning any damaged shrubs and trees, removing all the pruned materials, and removing any dead shrubs, fallen limbs and dead trees 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 perform the said minimum maintenance 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. If the Grantee fails to comply with the provisions of this paragraph, the Developer may elect to re-purchase the Lands on the following terms;

- The re-purchase price for the Lands shall be ninety percent (90%) of the purchase price paid by the original Grantee to the Developer. All legal costs associated with the developers repurchase of the lands shall be at the Grantee's expense;

- The Developer shall provide written notice to the Grantee of its intention to repurchase the Lands and the closing of the re-purchase shall be on the 30th day following the date of the written notice. If the closing date falls on a Saturday, Sunday or holiday, the closing shall take place on the next business day;

- The Grantee warrants that the Lands shall be conveyed by the Grantee to the Developer free and clear of all encumbrances. If any encumbrance exists at the repurchase closing date, the Developer may pay out same directly from the repurchase price; and

- In the event the Grantee fails or neglects to execute any deeds or documents necessary to complete the re-purchase the Grantee hereby appoints the Developer as his, her or its lawful attorney to execute all such required deeds and documents.

No portion of the Lands disturbed by construction shall remain unlandscaped for any period beyond eight (8) months from the substantial completion of the construction of the dwelling building.

No driveway on the Lands shall remain unsurfaced for any period beyond eight (8) months from the substantial completion of the construction of the dwelling building. All driveways shall be surfaced by asphalt, brick/paving stones or concrete.

The Grantee shall comply with all federal, provincial and municipal laws, regulations, by-laws, building codes and zoning in connection with both the construction of any dwelling building and the activities conducted upon the Lands. Upon commencing construction of the dwelling building foundation, the Grantee 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.

No building shall be located on any Land nearer to the front line of the Land than neither twenty (20) feet nor further there from than thirty-five (35) feet excepting where the Land is located on a cul de sac and then the set back may be extended to fifty (50) feet. The location of the building shall be measured from the front most point of the structure including eaves, balconies and verandas. Side yards shall conform to the city bylaws. A plot plan locating, by indicated measurements, the proposed buildings to be erected on the Land in respect to the boundary lines of the said Land must be approved by City of Charlottetown prior to the commencement of construction.

Any dwelling building damaged by fire shall be removed or repaired within ninety (90) days.

No items, including, but not limited to, exterior television, radio, aerials, satellite dishes or receivers larger than 18" in diameter, Selkirk/propane chimneys, clotheslines and aboveground storage tanks, shall be erected or maintained on any part of the Lands.

No buildings or construction of any kind shall take place within seventy five (75) feet of any existing watercourses. Drainage from excavations, fill material or other source shall not be permitted to enter existing watercourses except where measures are taken to ensure that siltation or pollution of such watercourses does not occur.

The Lands and any dwelling building thereon shall not be used for the purpose of any profession, trade, employment, service, manufacture or business of any description that require the public to travel to the Lands, 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.

Nothing shall be done upon the Lands that is or would likely be a nuisance to the occupants of any neighboring lands or buildings within the subdivision. Without limiting the generality of the foregoing, no one shall use recreational off road vehicle, including ATVs, snowmobiles and dirt bikes, on the Lands, walkways, public green spaces or beaches adjacent to the Lands.

All dwelling 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 all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all dwelling buildings 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, ore orderly. The Developer may have any 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.

The Lands shall be kept clean, sanitary, free from refuse, debris and fire hazards 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 building or other structure therein or the immediate improvement of the Lands.

No major repairs to a 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.

No trailer or camper with or without living, sleeping or eating accommodations, boat or motor vehicle in excess of one tonne shall be places, located, kept or maintained on the Lands unless it is wholly stored within an attached garage for 30 days at one time or 45 days in any calendar year.

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.

No above-ground swimming pools are permitted, other than fully-enclosed by decking and contained within a patio deck attached to a dwelling, and otherwise installed in compliance with all municipal bylaws.

The Grantee 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.

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 agrees that in the event any survey pins are lost or removed from the lands of the Grantee during construction or otherwise, the Grantee, at his cost, shall cause a licensed surveyor to replace any such survey pins that have been removed or lost.

No Land shall be maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No homeowner shall use any portion of his/her Land for the collection or storage of trash, garbage, old parts, building materials, equipment or other unsightly articles.

Firewood shall be stored in an allowed building or blocked piled at the rear of said buildings out of sight of the neighbors.

There shall be no storage of mobile trailers, recreation vehicles, campers, and/or trailers and boats. It is not expected that this section exclude utility trailers or boats and trailers of fifteen (15) feet or less.

No noxious or offensive trade or activity shall be carried on upon any Land, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No Land shall be allowed for such activities as parking inoperable motor homes or vehicles of any kind, or for repairs of same. Any exterior clothes hanging apparatus shall be located in the rear portion of the property.

No commercial vehicles, excepting one-half ton trucks, shall be permitted in the sub-division unless same is maintained in the enclosed garage. Nothing contained herein is intended to prohibit commercial vehicles whose purpose is to render a commercial service to Land owners.

Vehicles shall be parked in the garages on in the driveway of the residence and not on the street. Vehicles not in use by the persons domiciled in the residence or visiting temporarily are not permitted to be parked on the Land. The Land is not intended as a storage place for vehicles not in daily use.

Each Land owner will be responsible for maintaining his/her Land in a reasonable neat condition and permit nothing which would render it unattractive or unsightly.

No trailers, basement home, tent, shack, garage, or other out-building, including mobile homes, erected temporarily or permanently, shall be used as a residence.

No signs of any kind shall be erected on any Land except signs of five (5) square feet or less for the purpose of advertising the property for sale or lease or a sign used by the builder during the construction and sale period or a sign used by the developer to advertise the Lands in the subdivision.

No cattle, hogs, sheep, poultry, horses or other livestock shall be domiciled in the subdivision. This shall not prohibit the ownership cats, dogs, or other pet (commonly classified as domesticated) for owner's pleasure and not for sale. No breeding of pets for sale shall be permitted on the Lands. Permanent domestic pets shall be limited to three (3) per household provided they are housed in the residence or a dog house and fenced pen which is

constructed at the rear of the residence and no closer than fifteen (15) from the perimeter line of the Land, and is effectively screened from the neighbors, and maintained in a clean and sanitary manner so as to not be offensive to the neighbors.

The lands in respect to all lots shall not be graded or re-graded in such a manner as will block or impede any water course or swale or cause water to be diverted over or built up upon any adjoining lots or lands.

2. **Written Approval Required**

No dwelling building or other building, fence (including hedges), wall, gate post, 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 (including the distance 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 his discretion refuse to approve any such plans, dimensions, specifications or site plan which, in his 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 professional in this field of work. Preparing same indicated thereon.

The design of the dwelling building, its location upon the Land, the colour 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, site plans and plot plans, the Developer may take into consideration the material and colour 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 neighboring properties. Dwelling buildings shall use natural material for exteriors, including wood, fiber cement board, stone and brick. No Island sandstone is permitted for exteriors. The Developer shall notify the Grantee of its decision to either approve or reject the said plans, dimensions, specifications, site plans and/or plot plans within fourteen (14) days of being provided with all of the said plans, dimensions, specifications, site plan and plot plan.

No fence and/or trees shall be erected or maintained on the Lands or any part thereof without written approval of the Developer.

No signs, billboards, notices or other advertising material 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.

No excavation shall be made on the Lands except excavations made for the purpose of building on the lands at the time construction commences, 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.

So long as the Lands remain vacant, the Grantee will not permit the surface of the Lands to be in a condition which will interfere with the enjoyment of the adjoining lands. The Grantee agrees that for so long as his lands remain undeveloped, he shall provide minimum maintenance to his lands by periodically cutting the vegetation on his 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 land and cut the vegetation and the costs of such shall be paid by the Grantee to the Grantor and the costs constitute a debt from the Grantee to the Grantor.

In respect all Lands, no living vegetation shall be removed from any area outside of the Lands without the written permission of the City of Charlottetown.

3. **Developer Rights**

The Grantee hereby agrees to consent to any future land development by the Developer.

The Developer shall have the right to convey to any governmental agencies or other public authorities any part of its remaining lands for parks, recreation or other similar purposes, for roadways or for pipes or conduits for sewage, drainage and electricity.

The Developer shall have the right to grade the lands within and adjacent to the Lands as may be a required for drainage and the construction of the streets, walkways and other improvements necessarily incidental to the development.

The Developer, its successors and/or assigns, may, in his sole discretion and without the consent for the Grantee, alter, waive or modify any of the foregoing building and other Covenants, provided their substantial character is maintained.

4. **Covenants Severable**

The Covenants herein are severable and the invalidity or unenforceability of any Covenant shall not affect the validity or enforceability of any other Covenant.

5. **Subsequent Purchaser**

The Grantee agrees to obtain from any subsequent purchaser or transferee a covenant to observe the Covenants herein set forth, including this clause.

6. **Enforcement**

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 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 Developer to enforce any Covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

DATED 19 March 2024

DECLARATION OF
COVENANTS AND RESTRICTIONS

DAVID CANVIN
CARR, STEVENSON & MacKAY
65 Queen Street
Charlottetown, P.E.I.
C1A 1A4

23-62796/DC/jt

Office of the Registrar of Deeds

For Queens County, Charlottetown, P.E. Island

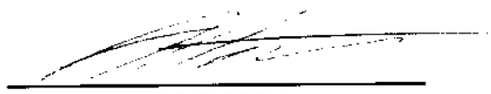
Book 6071

Doc # 3117

The within document was registered on

The 29th Day of Apr A.D., 2024 on

COMMISSIONER WITNESSED



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