

RECEIVED

NOV 30 2022

The Island Regulatory  
and Appeals Commission

## Notice of Appeal

(Pursuant to Section 28 of the *Planning Act*)

RECEIVED

NOV 30 2022

The Island Regulatory  
and Appeals Commission

TO: The Island Regulatory and Appeals Commission  
National Bank Tower, Suite 501, 134 Kent Street  
P.O. Box 577, Charlottetown PE C1A 7L1  
Telephone: 902-892-3501 Toll free: 1-800-501-6268  
Fax: 902-566-4076 Website: www.irac.pe.ca

**NOTE:**

Appeal process is a public process.

**TAKE NOTICE** that I/we hereby appeal the decision made by the Minister responsible for the administration of various development regulations of the *Planning Act* or the Municipal Council of Victoria (name of City, Town or Community) on the 28 day of October, 2022, wherein the Minister/Community Council made a decision to grant a development permit to Ralph and Faye MacDonald to build a home and outbuilding at #14 Wanda Street PID No. 1057959, Victoria.

(attach a copy of the decision).

**AND FURTHER TAKE NOTICE** that, in accordance with the provisions of Section 28.(5) of the *Planning Act*, the grounds for this appeal are as follows: (use separate page(s) if necessary)

While acknowledging that I am outside the 21 day appeal period permitted under S.28 of the *Planning Act* the RMV failed to provide notice to the residents by way of requirements set out in S.23 that requires notice on the website within 7 days of the decision. This was not done as of yesterday. We believe the development permit prevents the enjoyment of our property and may significantly reduce the value. (see attached A)

**AND FURTHER TAKE NOTICE** that, in accordance with the provisions of Section 28.(5) of the *Planning Act*, I/we seek the following relief: (use separate page(s) if necessary)  
See attached (B)

**EACH APPELLANT MUST COMPLETE THE FOLLOWING:** (print separate sheets as necessary)

Name(s) of Appellant(s): Martin and Leslie-Ann Ruben  
Please Print

Signature(s) of Appellant(s): [Signature]

Mailing Address: Box 62

City/Town: Victoria

Province: Prince Edward Islands

Postal Code: C0A 2G0

Email Address: allenfarm17@gmail.com

Telephone: 902-388-7584

Dated this 30 day of November, 2022  
day month year

### IMPORTANT

Under Section 28.(6) of the *Planning Act*, the Appellant must, within seven days of filing an appeal with the Commission serve a copy of the notice of appeal on the municipal council or the Minister as the case may be.

**Service of the Notice of Appeal is the responsibility of the Appellant**

Information on this Form is collected pursuant to the *Planning Act* and will be used by the Commission in processing this appeal. For additional information, contact the Commission at 902-892-3501 or by email at info@irac.pe.ca.

Appendix to appeal:

**A - Continuation of section on Notice of Appeal:**

As well, we have concerns that the development permit did not respect coastal buffer zones. We have not been able to view the specific nature of the development other than the information provided in the development permit to determine if there may be other matters of concern for the development of this property. We were denied the ability to view the information by the RMV based on personal privacy concerns. (see attached emails)

The property also has restrictive covenants attached to title that are still in force. All properties in the Dunrovin Shores subdivision are subject to the same restrictive covenants. (see attached) The covenants provide assurance to the property owners that their views of the sea will be maintained and that properties will be developed to a certain standard.

The RMV was notified at the outset of the process to update the Official Plan and bylaws that there was insufficient protection for property owners in the Dunrovin Shores subdivision in the current plan (2014) and bylaws. Because of a failure of the process taken on by the RMV, the draft official plan has been worked on for over 3 years and the additional protections that would be provided to the residents of Dunrovin Shores have still not been adopted by the municipal council. This would include an updated official plan representing the expressed interests of the residents and bylaws that need to be updated to reflect the specific nature of the properties and the wishes of the property owners in Dunrovin Shores.

We believe that the RMV has not acted in the best interests of the homeowners in the subdivision by issuing this development permit and should have adhered to the provincial planning act in order for residents to determine if there are other appeals forthcoming for this decision.

**B - Continuation of section on Notice of Appeal:**

We seek relief by requesting the RMV to amend the development permit to:

- a) Remove the auxiliary building from the development permit that we understand from discussions with the applicant that will be 6 feet from the common property line with our property (12 Wanda Street). The auxiliary building is 24 by 18 feet and is far too large for the size of lot in our subdivision.
- b) To provide property owners in the Dunrovin Subdivision with information that would allow them to determine if the applicants' plans conform to the restrictive covenants. This would enable existing property owners to determine through engagement with the applicant, and if necessary, through the courts that the restrictive covenants are being respected when the development permit was issued by the RMV.
- c) To provide assurance before building continues that the Planning and Building Code acts have been respected with regard to the nature of the structures and their close proximity to the coast.

Other attachments included:

1. Development permit #V-22-06

2. Email to Municipality on November 12<sup>th</sup>.
3. Restrictive covenants
4. Email to CAO on 28 November advising him that the issuance of the development permit was still not posted to the website.

# **Rural Municipality of Victoria**

Prince Edward Island

## **DEVELOPMENT PERMIT**

Issued under the authority of

Rural Municipality of Victoria Zoning & Subdivision (Development) Control Bylaw #414

**Permit #V-22-06**

Date of Issue: October 28, 2022.

Permission is hereby granted to Ralph & Faye MacDonald to construct a single family dwelling (approx. 51 feet long by 56 feet wide) and an accessory building (garage approx.. 24 feet long x 18 feet wide) at PID No. 1057959, 14 Wanda Street, as per information submitted as part of the application.

The new single family dwelling approval shall be subject to the following conditions:

- (1) a minimum front yard setback of 20 feet;
- (2) a minimum rear yard setback of 15 feet;
- (3) a minimum side yard setback of 10 feet;
- (4) maximum height of the buildings is 2.5 stores or 35 feet, whichever is less;
- (5) minimum height of main building 1.5 stories;
- (6) the lot shall be graded in accordance with acceptable standards and no water runoff (no additional or changed characteristics) is permitted onto other lands unless legal permission has been obtained; and
- (7) the applicant shall also obtain a building permit from the PEI Department of Agriculture and Land Inspection Services, 31 Gordon Drive, Charlottetown, 902-368-4677.

The approval of this accessory building shall be subject to the following conditions:

- (8) shall not be used for human habitation;
- (9) shall not be built closer than 1.52 m (5.0') to the side or rear property lines;
- (10) shall not be built within the Front Yard or Flankage Yard of a Lot;
- (11) shall not exceed the height of the main building or the total Floor Area of the main building except in the Agricultural and Light Industrial Zones;
- (12) shall not be permitted if an Accessory Building already exists, (some exceptions);
- (13) shall not be constructed with wood frame covered with canvas or fabric;
- (14) shall not be constructed with metal frame covered with canvas or fabric;
- (15) shall not be serviced with water or sewer;
- (16) shall not be located completely underground;
- (17) except in a Commercial, Light Industrial, Public Service and Institutional, or Agricultural Zone, Accessory Uses, Buildings and Structures shall not:
  - (a) exceed 4.27 m. (14 ft.) in Building Height;
  - (b) exceed 18.58 sq. m. (200 sq. ft.) of Floor Area per Building in the Central Core Zone; or
  - (c) exceed 46.45 sq. m. (500 sq. ft.) of Floor Area per Building in the Residential or Recreation & Public Open Space Zones; or
  - (d) exceed a maximum of one (1) Accessory Building per Property.
- (18) the lot shall be graded in accordance with acceptable standards and no water runoff (no additional or changed characteristics) is permitted onto other lands unless legal permission has been obtained; and
- (19) the applicant shall also obtain a building permit from the PEI Department of Agriculture and Land Inspection Services, 31 Gordon Drive, Charlottetown, 902-368-4677.

The approval is also subject to being compliant with the provisions of the Rural Municipality of Victoria Zoning and Subdivision (Development) Control Bylaw #414 and all applicable Provincial and Federal development and environmental regulations.

This permit expires twelve (12) months from the date of issue and is subject to compliance with the Rural Municipality of Victoria Zoning & Subdivision (Development) Control Bylaw #414.

Marsha Empson, Finance/admin assistant  
Rural Municipality of Victoria

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Applicant  
Date:

**\*\*Notes:**

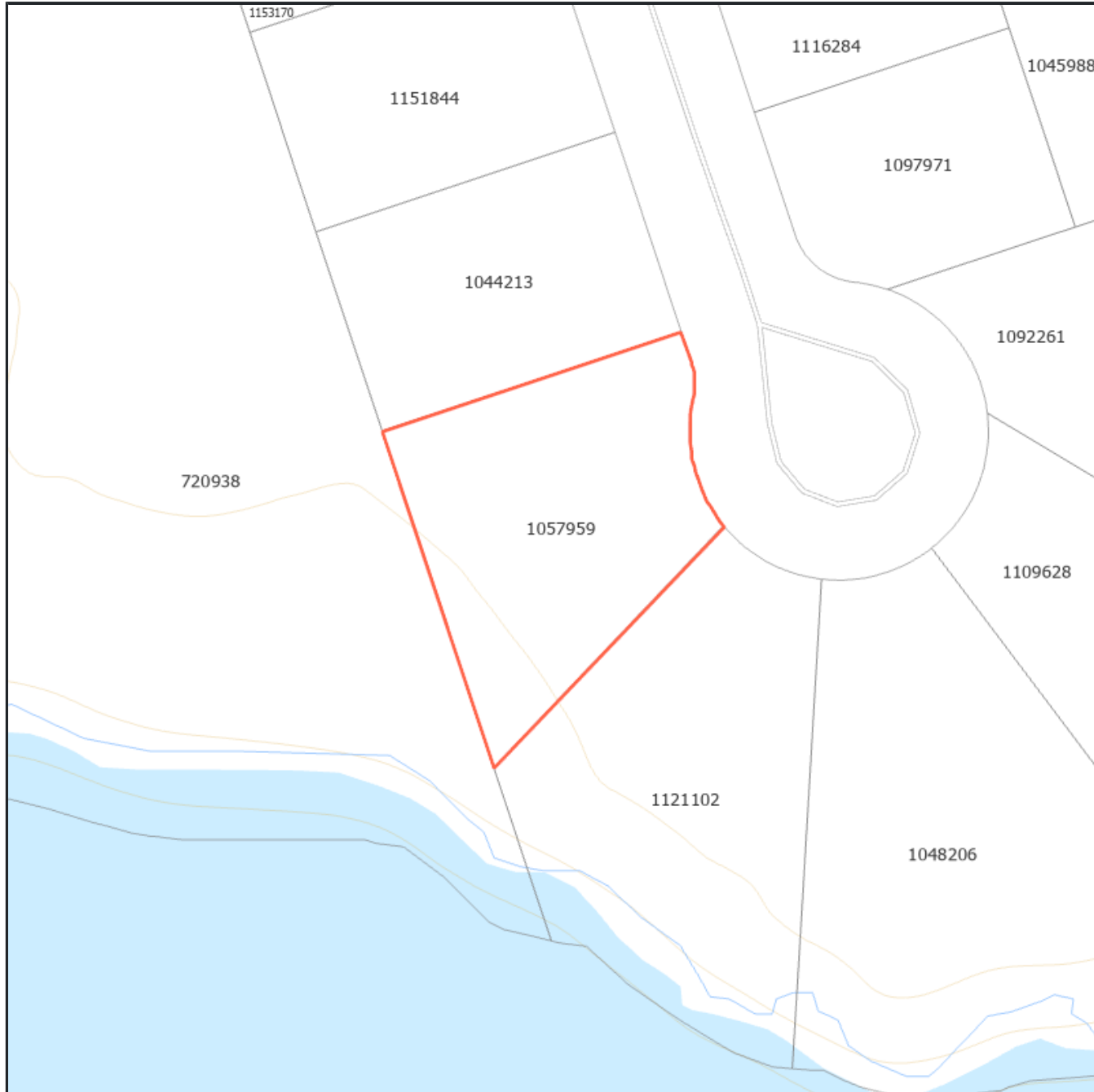
This permit shall be null and void if the development applied for, and as approved by Council, is developed in any location or manner other than that so indicated, and as approved by Council by this permit. It is the sole responsibility of the person(s) to whom this permit has been issued to be cognizant of and to comply with all relevant Federal and Provincial statutes and regulations which might impact the erection, placement, renovation or use of the structure(s) approved by this permit, as well as all conditions and/or terms of any private covenants(s) applicable to the lot(s) on which the structure(s) approved by this permit will be erected or placed. Council is not, and shall not be, responsible for monitoring and/or enforcing conditions and/or terms of any private covenants.

Issuance of this development permit does not imply any warranty against damages related to weather and / or climate change, but not limited to, coastal erosion and flooding. The Town or its representatives shall not be liable for any claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the issuance of this development permit or which may occur to this development as a result of damages related to weather and / or climate change, including, but not limited to, coastal erosion and flooding.

This permit does not in any way guarantee or ensure the title of the holder in the property described herein, nor does it affect the holder's liabilities, rights or privileges of ownership to such property.

Parcel	Map #	Property Location	Owner Name & Mailing Address
1057959		14 WANDA ST VICTORIA	RALPH J & FAYE M MACDONALD PO BOX 99 VICTORIA PE C0A 2G0
<b>Original Prop No:</b>			
<b>School District:</b>	2060		
<b>Work Unit:</b>	2060		
<b>Lot/Township #:</b>	29		
<b>School Unit #:</b>	3		

Parcel & Lease		Acreage	Assessment Values		Taxable	Designated Taxpayer & Mailing Address
Account Status:	A	0.43	Commercial:	\$0.00	\$0.00	RALPH J & FAYE M MACDONALD
Farm Quality:	N		Non-Commercial:	\$103,400.00	\$103,400.00	VICTORIA PE
Municipality:	Victoria		Residential:	\$0.00	\$0.00	PO BOX 99 C0A 2G0
Region Number:			Farm:	\$0.00	\$0.00	Dates
Assessor:	KELLY JOHN MICHAEL					Last Inspection:
% in Municip:	100					Last Owner Chg: 14-SEP-12
Spec Prop Code:						Initially Filed:
MHI Number:						Dormant:
Owner ID Code:						
Ownership Code:	A01					
Tax Exempt Code:						



Parcel and Lease	Stat	Acreage	Tax Payer/Lessee Name and Mailing Address
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## DEPARTMENT OF FINANCE

## TAXATION AND PROPERTY RECORDS DIVISION

Parcel and Lease	Stat	Owner Name & Mailing Address
1044213-000	A	MARTIN ALEXANDER & LESLIE-ANN NEDRA RUBEN 12 WANDA ST VICTORIA PE C0A 2G0
1121102-000	A	TERRENCE GERARD SMITH & KRISTA DAWN MILLAR-SMITH 2219 RTE 13 BROOKVALE PE C0A 1Y0
720938-000	A	TETHYS AQUACULTURE CANADA INC PO BOX 388 SOURIS PE C0A 2B0

Parcel	Map #	Property Location	Owner Name & Mailing Address
1057959		14 WANDA ST VICTORIA	RALPH J & FAYE M MACDONALD PO BOX 99 VICTORIA PE C0A 2G0

**DOCUMENTS FILED ON PARCEL**

Year	Description	Type	Document Number	Liber/Book	Folio/Page	Consideration
2012	MORTGAGE	51	6946	5432		
2012	DEED	11	6945	5432		\$69,500.00

Parcel	Map #	Property Location	Owner Name & Mailing Address
1057959		14 WANDA ST VICTORIA	RALPH J & FAYE M MACDONALD PO BOX 99 VICTORIA PE C0A 2G0

Assessment Values		Tax Rates	
Commercial Assessment:	\$0.00	Provincial Commercial Rate:	\$1.50
Non-Commercial Assessment:	\$103,400.00	Provincial Non-Commercial Rate:	\$1.50
Residential Assessment:	\$0.00	Municipal Commercial Rate:	\$0.80
Farm Assessment:	\$0.00	Municipal Non-Commercial Rate:	\$0.45
Market Assessment Value:	\$103,400.00	Provincial Tax Credit:	-\$0.50
Municipal Assessment Value:	\$103,400.00		
Taxable Commercial:	\$0.00		
Taxable Non-Commercial:	\$103,400.00		
Taxable Residential:	\$0.00		
Taxable Farm:	\$0.00		

Summary of Annual Charges		*Provincial and Municipal Credits		
Province of PEI Charges:	\$1,551.00		Municipal	Provincial
*Less Provincial Credits:	-\$517.00	Provincial Tax Credit:	N/A	-\$517.00
*Less Municipal Credits:	\$0.00	Farm Assessment Credit:	\$0.00	\$0.00
Total Provincial Charges:	\$1,034.00	Farm Use Credit:	\$0.00	\$0.00
Municipality of Victoria:	\$465.30	Owner-Occupied Residential Credit:	\$0.00	\$0.00
Island Waste Management Corp. Charges:	\$0.00	Environmental Building Credit:	\$0.00	\$0.00
		Environmental Land Credit:	\$0.00	\$0.00
Annual Charges:	\$1,499.30	Totals:	\$0.00	-\$517.00



Martin Ruben &lt;allenfarm17@gmail.com&gt;

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## Planning approval

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**Martin Ruben** <allenfarm17@gmail.com>

Sat, Nov 12, 2022 at 1:33 PM

To: Municipality of Victoria &lt;victoriamunicipaltypei@gmail.com&gt;

Cc: Keith Dewar &lt;kadewar@eastlink.ca&gt;

Bcc: Leslie-Ann Nedra Ruben &lt;nedraleslie@gmail.com&gt;, Brian Clapson &lt;Brian.clapson@sasktel.net&gt;

Hi Marsha,

Could you please share the application / approval for the following development? I was not aware that this had been requested.

V-22-06 Ralph & Faye MacDonald 14 Wanda St. New home build 1057959 10/25/2022 Approved

Thanks

Martin

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**Martin Ruben****(902) 388-7584**[www.martinruben.ca](http://www.martinruben.ca)



Martin Ruben &lt;allenfarm17@gmail.com&gt;

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## Planning approval

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**Martin Ruben** <allenfarm17@gmail.com>

Tue, Nov 15, 2022 at 6:31 AM

To: Keith Dewar &lt;kadewar@eastlink.ca&gt;

Cc: Pat Playhouse &lt;patstundensmith@gmail.com&gt;, Leslie-Ann Nedra Ruben &lt;nedraleslie@gmail.com&gt;, Municipality of Victoria &lt;victoriamunicipaltypei@gmail.com&gt;

Bcc: Brian Clapson &lt;Brian.clapson@sasktel.net&gt;, Tom Wright &lt;TOM.WRIGHT@elancoah.com&gt;

Hi Keith,

Marsha kindly responded to our previous emails. We look forward to seeing the application and plans associated.

As I noted in my previous email, we have concerns about the development and the applicant's intent to park a motor home on the property. Before construction begins, I will need to contact the applicant to discuss this matter as the municipality is not responsible for the covenants; something you have reminded me of in the past.

I still don't understand why the residents were not contacted by the development officer when he would have been aware of the application. All the current home owners are respectful of the covenants and we would hope that this applicant would also want to be in compliance.

Could you please provide me with the contact details for the applicant? Is there possibly another way to easily obtain this information The applicant gave me a phone number, but it is no longer in use.

Thanks

Martin

Martin Ruben 902-388-7584

[Quoted text hidden]



Martin Ruben &lt;allenfarm17@gmail.com&gt;

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## Time for appealing development permits

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**Martin Ruben** <allenfarm17@gmail.com>

Mon, Nov 28, 2022 at 1:06 PM

To: Pat Playhouse &lt;patstundensmith@gmail.com&gt;, Keith Dewar &lt;kadewar@eastlink.ca&gt;

Cc: Leslie-Ann Nedra Ruben &lt;nedraleslie@gmail.com&gt;

Bcc: Matt MacFarlane &lt;matthew.macfarlane@keymurraylaw.com&gt;

Hi Pat and Keith

Here is the information on the website as of today relating to the issuance of development permits by the RMV. Unfortunately, there appears to be insufficient notice given to community members impacted by the development to file an appeal within the 21 day period that is available under the Planning Act. Property owners impacted by the development should, by all accounts, be provided a reasonable opportunity to determine if the development would have a negative impact on their ability to enjoy their properties and exercise rights that are available to them under the laws and regulations of the province and municipality.

Apparently, the Municipality should post the information on their website immediately in order for due process to take place.

Pat, I'm looking forward to following up on our conversation and to determine what I need to FOIP the necessary information to file an appeal of the municipal development permit. The reason I have to FOIP the information is because I was denied the information by the development officer on the basis of privacy. However, as you can imagine, the only way I can exercise my rights as a homeowner in the community is to have the information I have requested.

As you can imagine, I do not want to engage IRAC in this matter unless it becomes necessary. The ability to enjoy my property and protect its value is foremost here.

And, as you know, the capacity of our small community to ensure it operates at a level necessary to provide residents with good municipal government is the main reason I stepped forward for the position on municipal council.

Regards

Martin

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**Martin Ruben**

**(902) 388-7584**

[www.martinruben.ca](http://www.martinruben.ca)



**Planning+Decisions+-+Calendar+2022.pdf**

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## DUNROVIN SHORES SUBDIVISION

### Schedule "B" Restrictive Covenants

The Grantee, or Grantees, as applicable, (herein called the "Grantee") covenants and agrees with Dunrovin Inc. (herein called the "Developer") to observe and comply with the following restrictions and agreements (herein called the "Covenants") made in pursuance of the building scheme established by the Developer. 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 in the Dunrovin Shores subdivision by Dunrovin Inc. of Victoria, Queens County, Prince Edward Island. These Covenants shall be binding upon and enure to the benefit of the heirs, executors, administrators, trustees, representatives, successors and assigns of the parties.

#### 1. Restrictive Covenants

##### Restrictions

1. No more than one dwelling building and no more than one accessory building shall be erected or stand at any one-time upon the Lands.
2. No dwelling building shall be erected or placed on the Lands other than a newly-constructed permanent, private single family dwelling building or a previously occupied residential dwelling of suitable design and sound in structure. No temporary structures or mobile homes or trailers are permitted on the Lands.
3. No split or bi-level dwelling shall be constructed.
4. No dwelling building shall be erected or stand upon the Lands or any part thereof which has a floor area of less than 1300 square feet. For the purpose of this clause, the "floor area" 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.
5. Construction of the dwelling building and landscaping shall be completed in a proper and workmanlike manner and in accordance with plan dimensions, specifications, site plans and plot plans approved by the Developer, and completed within one year of commencing construction.
6. 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.
7. Any pool, hot tub, Jacuzzi, whirlpool tub and/or pond, containing or composed of a measure of water deeper than twelve inches and not being enclosed by a building, shall have a suitable safety fence of a height no less than four feet composed of materials in keeping with the style and construction of the dwelling on site. Fences composed of pressure treated lumber or lattice, cedar, other suitable construction material and appropriate design are permitted. Fences of chain link, cinder block or other unsightly materials regardless of design are not permitted.
8. Recreational vehicles, including but not limited to, snowmobiles, boats, trailers, three wheelers or motorized tricycles, mini-bikes, quads, side by sides, golf carts, all terrain vehicles, dedicated off road motorcycles, dirt bikes and personal watercraft must be stored inside buildings. Any on road registered motorcycles and on road registered three wheel vehicles such as the Bombarier Can-Am Spyder or similar registered on road designed vehicles are exempt from this restriction and may be kept outside upon the dwelling's finished parking areas or walkways.



9. The Grantee shall be wholly responsible for the cost of connecting to the municipal water and sewer system including, but not limited to, holding or filtration tank(s) which this initial set up shall be paid for by the Grantee, for the municipal sewer system, and any fees or construction costs associated with connecting to the municipal water and sewage system.
10. Any building damaged by fire shall be removed or repaired within ninety days of receipt of insurance proceeds.
11. No items, including but not limited to, exterior television radio, aerials, satellite dishes or receivers larger than 24 inches in diameter, Selkirk/propane chimneys, above ground storage tanks shall be erected or maintained on the property.
12. 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, or as a school, hospital or other charitable institution, hotel, apartment house, rooming house or place of public resort, without written permission from the Grantor, nor for any purpose other than as a private residence for the use of only one family to each dwelling building.
13. Nothing shall be done on 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.
14. 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 all 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 determines whether or not the Lands, or any part thereof, are orderly. The Developer has ten (10) business days to object, in writing, to any objectionable property maintenance, and the Grantee will have thirty (30) days to deal with any objections, made by the Developer, so as to restore the proper appearance of the Lands, and the Developer has the right to charge the Grantee for any costs it may incur in the process and the Grantee agrees to pay such charges. The Developer, after giving the Grantee notice, may mow any lawns and place a lien against the property which will be subject to compound interest and any applicable fees associated with filing said lien, including but not limited to legal and transportation costs.
15. The Lands shall be kept clean, sanitary, free from refuse, debris and fire hazard 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 levelling in connection with the construction or erection of a dwelling or other structure therein or the immediate improvement of the Lands.
16. 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.
17. No trailer or camper with or without living, sleeping or eating accommodations, boat or motor vehicle in excess of one ton shall be placed, located, kept or maintained on the Lands without written permission from the Grantor.
18. No portion of the Lands shall be used for the parking or storage of commercial vehicles, including, but not limited to, school buses, trucks, freight trucks, trucks over one ton, bulldozers, rollers, cranes, tracked vehicles over one ton, six wheeled vehicles over one ton, military vehicles, and any other vehicles of a similar nature. Military personnel on active duty in any branch of the Canadian Armed Forces may park light duty military vehicles on the premises if they are of a design commonly used to transport military persons or goods on public highways and do not exceed three tons in weight.



19. No animals may be kept or permitted upon the premises excepting animals which are bona fide pets traditionally recognized in this geographic area and which are under complete control within the confines of the owner's lot at all times, or are on a leash, and do not make noise constituting a nuisance or inconvenience to the neighbours. Should any disagreement between property owners arise, the Developer will determine the number of pets that may be kept in one household. Breeding of any animals for any commercial purpose is not permitted. Cattle, hogs, sheep, poultry, horses or other livestock or animals are not permitted on the Lands.
20. The Grantee shall not allow any pet to leave the Lands unless the pet, excluding any spayed or neutered domestic felines, is under the immediate care and control of a competent and responsible person.
21. The Grantee shall connect the dwelling on the Lands to electricity via an underground conduit from the lot line to the dwelling.
22. For lots serviced by a central water supply, the Grantee shall pay the annual assessment levied on each lot for costs of operating the water system.
23. Outside clotheslines may be erected only at the rear of the residential building and within an outside setback of 25 feet from the rear and sides of the lot.
24. In order to prevent unsightly landscaping, the use of trees as boundary markers and/or windbreaks, crowding, the use of trees as a nuisance, insufficient area for growth of a mature canopy, trees encroaching on adjoining properties, and to ensure that landscaping will be done in an aesthetically pleasing and creative manner. Trees must be spaced no less than 25 feet apart. No two trees of the same type are to be planted within 50 feet of one another. Trees are not to be placed on straight rows but must be offset by at least 25 feet. Trees must be planted at least 25 feet from boundary lines. Poplars are not permitted. Dutch Elm may be used sparingly as it is prone to disease on Prince Edward Island.

## II. Written Approval Required

1. 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 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. 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 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, siting plans and plot plans, the Developer may take into consideration the material and colour of all roofs, exterior walls, woodworks, 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. Compulsory items are cedar shingles, wooden siding, or Hardie Plank. 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 14 days of being provided all of the said plans, dimensions, specifications, siting plan and plot plan.
2. No fence and/or trees shall be erected or maintained on the Lands or any part thereof without written approval of the Developer.
3. No signs, billboards, LCD or otherwise electrified displays, notices or other advertising matter 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.



4. No excavation shall be made on the Lands except excavations for the purpose of building on the same at the same time of commencement of such building, 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.

5. No swimming pool, fence, or addition to the dwelling, accessory building, or garage may be constructed without the written approval of the Developer, which shall be in the sole discretion of the Developer.

### III. Developer Rights

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

2. 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.

3. The Developer shall have the right to grade the Lands within the 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.

4. 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.

### IV. Enforcement

1. The Developer may enforce these Covenants and restrictions using any available legal or equitable remedies including, without limitation, affirmative or restrictive injunctions. In the event of litigation or mediation to enforce these Covenants and restrictions, the non-performing party or the party violating any of the Covenants and restrictions shall reimburse the Developer and/or lot owner bringing the action for all actual expenses, including actual attorney fees and court costs incurred by them in the successfully enforcing these Covenants and restrictions.

### V. Covenants Severable

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

### VI. Subsequent Purchaser

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