

# SANDLEWOOD DRIVE DEVELOPMENT

## PROTECTIVE COVENANTS

**Between:**

**PINE LINE PROPERTIES. LTD., Developer**

**And \_\_\_\_\_, Owner(s)**

With the intention that the burden of these covenants shall run with and bind the land shown on a Plan of Development described in Schedule "A" (hereinafter called the "Land"), the Developer and the Owner do hereby covenant and agree with each other, and as to the Owner, with the Owner or Owners from time to time of any Building Lot in the Development, as to which the benefit and burden of the following stipulations, restrictions and provisions are attached, and to bind their, his, her or its respective heirs, executors, administrators, successors and assigns, to observe, perform and comply with the following home site covenants (collectively referred to as the "Covenants"), namely:

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- #1) For the purposes of these Covenants the following words shall have the following meanings:
- a) "Building Lot" shall mean any building lot located within the Development.
  - b) "Garage" shall include any structure used or to be used for housing or protection or motor vehicles, all-terrain vehicles, boats and garden equipment.
  - c) "Owner" means the person or persons, corporation or corporations, or their successors and assigns to whom the lands referred to in the Deed of Conveyance to which these Covenants are attached, are conveyed, and "owner" shall include all persons or corporations who act as agents of the owner, including all Contractors, Sub-Contractors, or others employed by the owner to perform works or services in relation to the land described in the Deed of Conveyance.
  - d) "Developer" means the Vendor of the building lot, its successors and assigns.

- #2) The Developer presumes that the Owner shall have inspected the Building Lot prior to executing an Agreement of Purchase and Sale for its purchase and is satisfied as to its suitability for construction of a house in accordance with the requirements of these Homesite conditions. The Owner will be solely responsible for the conduct of all necessary engineering studies or sub-soil investigation together with such ditching or grading for the control of surface water as may be necessary. The Owner will also ensure that the design of the Building Lot, the house and its services meet all of the Owner's technical requirements. The Owner hereby acknowledges that the Developer is in no way responsible for any damages that may result to the Owner by reason of the Owner's failure, or otherwise, to comply with this and the other Covenants, and hereby indemnifies and saves harmless the Developer from all actions or causes of action which arise there from.
- #3) The Building Lot shall not be used for any purpose other than for a private single family home (In-Law Suites are permitted but no rental apartments are allowed) residential purposes and no attached or semi-detached house or duplex shall be erected on the Building Lot and no more than one detached dwelling house may be erected on the Building Lot.
- #4) The construction of a detached dwelling house shall be completed within twenty-four (24) months of commencement of construction, which shall include excavation but shall not include the placing of fill on the Building Lot. If the Owner does not construct the detached dwelling house within this twenty-four (24) month period, the Owner may be called upon by the Developer to reconvey the Building Lot to the Developer, in which case the Developer shall refund the Purchase Price of the Building Lot to the Owner, but without the payment of any accrued interest.
- #5) No dwelling house shall be erected or stand upon the Building Lot or any part thereof which shall have a floor area of less than:
- a) 1,500 square feet of "livable space" on the Main Floor in the case of a one story dwelling,
  - b) 1,100 square feet of "livable space" on the Main Floor in the case of a dwelling of two or more storeys and for certainty, Garages shall be deemed to be non-livable space and shall not, therefore, be included in calculating the square footage of the "Main Floor area" or of the "livable space".

- #6) Prior to the commencement of any construction including excavation, the Owner shall submit to the Developer plans of the proposed dwelling house, which plans shall include a plot plan indicating location of footings and foundation, finished basement floor elevation, finished Lot grading, driveway location and utilities location, exterior architectural materials and any such plans shall be subject to review and approval by the Developer.
- #7) No excavation shall be made on the Building Lot except excavations for the purpose of construction at the time of commencement of such construction or for the improvement of the gardens and grounds of the Building Lot. No soil, sand or gravel shall be removed from the Building Lot **except** with the prior permission of the Developer. Rock shall only be excavated with the approval of the Developer.
- #8) The Owner of the Building Lot may erect thereon and use internally-lighted tennis courts and lighted swimming pools, including above and below ground pools, provided that they are first approved by the Developer, and they shall be maintained by the Owner in accordance with the requirements of any statute, regulation or by-law promulgated by any governmental authority having jurisdiction in that regard and the Owner shall hold the Developer harmless from any action or causes of action which may arise by reason of any such tennis courts or swimming pools being located on the Building Lot.
- #9) No signs, billboards, notices or other advertising matter of any kind, except those offering the Building Lot or buildings thereon for sale or rent, shall be placed on any part of the Building Lot or upon or in any buildings or on any fence, tree or other structure on the Building Lot without the prior written consent of the Developer.
- #10) No exterior television or radio aerials may be erected or maintained on any part of the Building Lot without the prior written consent of the Developer, with the exception of a regular home satellite dish to be installed as inconspicuously as possible on the home on the property. Properly installed windmill or solar collection panels shall be deemed not to be an exterior television or radio aerial and may be permitted with the written approval of the Developer.
- #11) No repairs to any motor vehicle shall be effected on the Building Lot save within a wholly enclosed Garage.
- #12) No Mobile Home with living accommodations shall be parked or placed upon any part of the said lands. The Owner is permitted to park or place one recreational camper trailer or trailer upon the Building Lot on a temporary basis.

- #13) No fill, building waste or other material of any kind shall be left, dumped or stored on the Building Lot, except clean earth for the purpose of leveling in connection with the erection of a building thereon or the immediate improvements of the grounds.
- #14) The Owner will repair any damage to any other lands abutting or adjacent to the Building Lot caused by any construction activities howsoever caused and will complete such repairs at the direction of the Developer and to the Developers' satisfaction and where necessary to the satisfaction of the Engineer of the Town of Logy Bay-Middle Cove-Outer Cove or, where applicable, the Department of Transportation or any other municipal or provincial authority, Bell Aliant, Newfoundland Power, Rogers Cable or any other utility company within ten (10) days from the receipt of written notice from the Developer.
- #15) The Owner shall be responsible for the drilling of a deep water well and connection thereto, and for the construction of a septic tank and disposal field or any other acceptable sewage treatment system, including any importing to the site of necessary permeable soil or gravel required for the latter. The Owner shall provide a copy of Government approval for the septic installation to the Developer.
- #16) The Developer shall provide and the Owner shall consent to an easement or right-of-way for the installation of underground electrical, telephone and cable services to such public or private utilities as may require the easement or right-of-way along the front, rear or sides of the Building Lot, and the Owner shall be responsible for the provision of an electrical, telephone and cable connection to the Owner's house. The Owner will place or cause to be placed, at the Owner's expense, all wires and cables leading from the public or private utilities to the house foundation on the Building Lot under the surface of the Building Lot as determined by the Developer and, after placing such wires and cables, shall restore the surface of the Building Lot, as far as possible, to the condition it was in before such wires were so placed and be such as will minimize the need for the removal of trees and other natural landscape features.
- #17) The Developer shall have the right to convey to the Municipality or other public authority any part of the said lands (other than the land already conveyed) for park, recreational or other similar purposes.
- #18) The Owner will not damage or remove any survey stake or pin planted and if any such stake or pin is damaged or removed by the Owner, his Contractor, servants, agents, workmen, vehicles, materials or equipment and in the opinion of the Developer replacement of such stake or pin is necessary, the Owner will pay the cost of such replacement by a Surveyor.

- #19) All construction by the Owner shall meet all requirements of all authorities having jurisdiction and shall be commenced only after obtaining necessary permits from the governing authorities, including the Town of Logy Bay-Middle Cove-Outer Cove.
- #20) All construction and activity on the Building Lot shall conform and be in accordance with the Development Regulations (Conditions) of the Town of Logy Bay-Middle Cove-Outer Cove and terms and conditions of the Development Agreement in place between the Developer and the Town of Logy Bay-Middle Cove-Outer Cove and, further, the Owner agrees to the following:
- a) The Owner shall complete the front landscaping of the Building Lot within twelve (12) months after the Date of Occupancy of the dwelling constructed upon such lot.
  - b) The Owner shall complete rear landscaping within twenty four (24) months of the Date of Occupancy.
  - c) The Owner shall not construct any structure or building on the Building Lot without a permit issued by the Town of Logy Bay-Middle Cove-Outer Cove and the Owner recognizes that an approved sewage treatment system design is required prior to the issuance of an Occupancy Permit. Or such other agreements or conditions that may be acceptable to the Town of Logy Bay-Middle Cove-Outer Cove.
  - d) The Owner shall provide the necessary surveys and establish building lines and foundation elevation required by the Building Contractor to ensure that the structures are properly located in accordance with building permits. Certification that structures are properly located, by a Registered Newfoundland Land Surveyor, shall be required and deposited with the Town of Logy Bay-Middle Cove-Outer Cove before the foundation walls are constructed.
  - e) The Owner shall insure that any blasting required will be done in accordance with the blasting regulations of the Province of Newfoundland and Labrador. Before any blasting occurs on the Building Lot the Owner shall notify the Developer and the Town of Logy Bay-Middle Cove-Outer Cove and proof of blasting insurance satisfactory to the Town and the Developer shall be provided.
  - f) The Owner shall ensure that all refuse and debris arising from construction on the Building Lot will be removed from the site prior to an Occupancy Permit being issued by the Town of Logy Bay-Middle Cove-Outer Cove and shall not be pushed upon any adjacent Building Lot or properties. The Owner hereby agrees to indemnify and save harmless the Developer and its agents from all manner of actions or claims arising out

of any work performed on the Building Lot by the Owner or its servants, agents or Contractors.

- g) The Owner shall abide and shall ensure that its servants, agents and Contractors abide by the Town of Logy Bay-Middle Cove-Outer Cove requirements regarding construction within the Development.
- #21) The Building Lot shall not be subdivided nor have its boundaries changed without the prior approval of the Developer.
- #22) Driveways shall be finished with asphalt, concrete, or paving stones and maintained in a good and attractive condition. The Owner shall complete paving of driveways within twelve (12) months of occupancy.
- #23) Subject to meeting the requirements of the Town of Logy Bay-Middle Cove-Outer Cove, the set-back shall be a minimum of 15 meters from the front boundary of the Building Lot. Where a Building Lot has boundaries on two streets, the set-back shall be a minimum of 15 meters from both boundaries, and for purposes of all these Covenants, the front of the lot shall be either of the two boundaries at the discretion of the Owner, but not both.
- #24) Side yards from boundary to house shall be a minimum of 3 meters (10 feet).
- #25) The Owner shall install a suitable driveway culvert and a stone post at the head of the Driveway which will display the Civic Address for each lot at its own expense. The edge of the driveway culverts and stone posts shall be finished and constructed to the Developer's standard design.
- #26) Fencing is permitted centerline and need to be approved by the Developer prior to their construction. Clothes Lines are permitted to be installed in the rear yard only.
- #27) Where trees exist, a buffer of trees shall be maintained to a depth of 20 feet along the rear boundaries and 20 feet along the side boundaries of each lot. Where underground electrical services run from the rear of a Building Lot to the Road Reservation for the purposes of connecting to street lighting, the right-of-way for such services shall run equally between two adjoining property owners and the 20 foot tree buffer shall be reduced by the width of the electrical services right-of-way on each Building Lot so affected.
- All dead, seriously diseased, or fallen trees shall be removed from the Building Lot by the Owner.
- #28) No construction or new landscaping shall take place within 15 meters (50 feet) of ponds, designated streams and designated natural areas (e.g. bogs).

- #29) Landscaping shall be generally grass sod with shrubs, trees and hard surfaces of materials approved by the Developer. The Owner shall ensure that the Building Lot is landscaped so that the view of surrounding property owners is not impeded. The Developer will resolve any landscaping concerns in an amicable and non-confrontational manner.
- #30) All trees having a trunk diameter of 10 centimeters (4 inches) minimum at .30 meter (1 foot) above ground shall be retained except where the dwelling and sewage treatment system construction do not permit and the approval of the Developer is given to remove them. On no account, however, shall deciduous trees such as birch, cherry, larch or maple trees be removed from the Building Lot unless specific approval is obtained from the Developer in order to facilitate construction of a dwelling or services to or for the dwelling. Existing vegetation shall be retained wherever possible except in landscaped areas.
- #31) Ditches, if any, shall be sodded or rip-rapped swales rather than steep-sided with bare soil and will meet the Town's Requirements (i.e. for easement provisions/no directing water onto adjacent lots, etc.). Where the rip-rapped swales are sodded, the Owner shall be responsible for their maintenance and upkeep, even though such sodding may be between the boundary line of the Owner's property and the road shoulder.
- #32) The Owner agrees to obtain from any subsequent Purchaser or Transferee from them an agreement to observe the Covenants herein set forth including this clause.
- #33) The Developer reserves the right to revise these protective Covenants if necessary to suit or meet Government Regulations.
- #34) In these protective Covenants pronouns imparting the singular shall include the plural and both masculine and feminine and neuter, as the context may require.
- #35) The Covenants herein contained are severable and the invalidity or unenforceability of any Covenant shall not affect the validity or enforceability of any other Covenants.
- #36) Provided always that notwithstanding anything herein contained, the Developer and its successors and assigns shall have power by instrument or instruments in writing to make any reasonable changes to the Covenants including the right to waive, alter or modify the above Covenants in their application to any lot or lots or to any part thereof comprising part of said land with reasonable notice to the Owner of any lot on said lands.

**DATED** at \_\_\_\_\_, in the province of Newfoundland and Labrador,  
this

\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

Witnessed By:

**PINE LINE PROPERTIES LTD. (Developer)**

\_\_\_\_\_

Per: \_\_\_\_\_

**DATED** at \_\_\_\_\_, in the province of Newfoundland and Labrador,  
this

\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

Witnessed By:

**OWNER(S):**

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