



HAVEN

ON
THE TRENT RIVER

Architectural And Building Controls

MAY 17 2017



Experience. The Difference.™

havenonthetrent.com

**CONDITIONS, RESTRICTIONS AND COVENANTS
HAVEN ON THE TRENT**

**ARTICLE 1
DEFINITIONS**

1.1 The following words and expressions shall have the following meanings:

“CHIEF BUILDING OFFICIAL” shall mean the Municipality’s Chief Building Official, or that position’s successor from time to time;

“LOT” or “LOTS” means those Lots set forth on Schedule “A” attached hereto or any one of such Lots as the context of these Conditions, Restrictions and Covenants so require;

“MUNICIPALITY” shall mean The Municipality of Trent Hills;

“MUNICIPAL ENGINEER” shall mean the Municipality’s Chief Engineer, or that position’s successor from time to time;

“MUNICIPAL LAWS” shall mean the by-laws, regulations, ordinances, rules and guidelines approved, from time to time, by the Municipality and by any other municipal corporation having jurisdiction over the Lots;

“TRANSFEROR” shall mean Sifton Properties Limited, its successors and assigns;

“TRANSFeree” shall mean the owner or owners, from time to time, of each Lot which these Conditions, Restrictions and Covenants affect; and

“RESIDENCE” shall mean a detached private family dwelling unit suitable for the use of a single family only, constructed or to be constructed upon a Lot, and shall, unless the context requires otherwise, include any garage attached thereto.

**ARTICLE 2
TERM**

2.1 These Conditions, Restrictions and Covenants shall run with the land and be in force for a period of ten (10) years from date of registration of these Conditions, Restrictions and Covenants save and except for Clauses 4.5, 5.2, 5.4, 5.17, 5.18, 6.1, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 8.1, 8.3, 8.4, 8.5, 8.6 and 8.7 which shall exist in perpetuity and not expire.

2.2 The Transferor agrees that five (5) years after the date of conveyance of the Lot, any subsequent Transferee of such Lot with a completed Residence erected thereon may assume that any approvals herein required have been given by the Transferor unless such subsequent Transferee has received actual notice from the Transferor that such approval has been refused.

**ARTICLE 3
RESTRICTIONS**

3.1 No building erected on any Lot shall be used for the purpose of any profession, trade, employment, manufacture or business of any description, nor as a hospital or other charitable institution, nor as a funeral home or crematorium or anything in the nature thereof, nor as a hotel, apartment house, rooming house or place of public resort, nor for any sport or game other than such game as are customarily played in connection with the occupation of a private residence; nor for any purpose other than that of a private residence for the use of family living only and garage for the use of the occupants thereof; nor shall the Lot without a Residence be so used; nor shall anything be done upon the Lot or in any building thereon which will prevent quiet enjoyment of the neighbouring Lots. Provided that applicable Municipal Laws have been complied with, nothing contained in this clause shall be deemed to prevent or prohibit the Lot or any buildings from thereon being used as the office for a physician, surgeon, dentist, engineer, solicitor or other professional practitioner when such office forms part of the practitioner’s own residence providing no more than two (2) people including the professional practitioner work in the office, but this permission shall not be construed as permitting any such practitioner, or any other person, to use such building thereon as a sanatorium, hospital, nursing home or anything in the nature thereof.

- 3.2 No unlicensed or derelict motor vehicle, trailer, boat, mobile home, equipment or commercial truck shall be stored anywhere on the Lot other than in an enclosed garage or other suitable totally enclosed space.
- 3.3 No animal of any kind may be kept upon a Lot except in compliance with all Municipal Laws. No exterior kennel is to be constructed unless the exterior kennel and any ancillary yard area are screened so as to not be visible from the street or any abutting property.
- 3.4 No antenna or aerial receiving equipment of any nature or kind shall be erected or maintained on the Lot, or upon the Residence, garage or any other structure or improvement constructed upon the Lot. This condition does not restrict the installation of satellite receiving equipment with a maximum dish diameter of 0.8 metres (the "Satellite Dish"), save and except that no Satellite Dish shall be installed unless the Satellite Dish is attached to a Residence, garage or accessory building.
- 3.5 No garbage or refuse may be stored on the Lot other than in a suitable enclosed space so that the garbage containers are not visible from the street.
- 3.6 Each Transferee shall be responsible for the care, watering and maintenance of any trees or plantings located on the road allowance in front of their respective Lots.
- 3.7 No signs, billboards, notices or advertising matter of any kind shall be placed upon any part of the Lot or anything situate thereon, or upon any buildings, fences or other things erected or placed thereon, except with the prior written consent of the Transferor, other than one sign advertising the property for sale or rent measuring not larger than 0.9 metres by 0.6 metres, and any sign erected by a medical or dental practitioner not exceeding 0.2 square metres in area showing the practitioner's name, profession and visiting hours.
- 3.8 No wind turbine or wind energy conversion system that is used for the production of electrical power where wind is the energy source shall be permitted to be installed upon a Lot or affixed to a Residence, unless otherwise permitted by Municipal Law.
- 3.9 Each Lot shall be maintained in accordance with the Municipality's property standard requirements and guidelines for lot maintenance including, but not limited to, requirements for the control of noxious weeds.

ARTICLE 4 LOT GRADING PLAN

- 4.1 No construction shall commence on any Lot(s) until a lot grading plan (the "Lot Grading Plan") certified by the Transferor's consulting engineer has been filed with the Chief Building Official.
- 4.2 No construction beyond the completion of the footings shall occur until there has been filed with the Chief Building Official, an interim grading certificate bearing the signature and seal of either Transferor's consulting engineer or an Ontario Land Surveyor certifying that the elevation of the top of foundations will conform with the Lot Grading Plan.
- 4.3 No newly constructed building shall be occupied or used unless the Lot is rough graded, to the satisfaction of the Transferor, and the Chief Building Official and Municipal Engineer, so that water will not accumulate at or near the Residence and will not adversely affect adjacent properties.
- 4.4 Within seven (7) months of occupancy, a final grading certificate shall be deposited with the Municipal Engineer. The final grading certificates shall bear the signature and seal of the Transferor's consulting engineer, who is responsible for the overall subdivision grading, certifying that the actual finished elevation and grading of these lands generally conform with the accepted area or subdivision grading plan and the Lot Grading Plan.
- 4.5 After the Lot(s) have been graded in accordance with these Conditions, Restrictions and Covenants, no change shall be made to the actual finished elevation and grading in any way that results in a material alteration of drainage on or across these Lot(s) or adjacent lands from that shown on the accepted subdivision grading plan and the Lot Grading Plans for the Lot(s) and the adjacent lands without the prior written approval of the Municipal Engineer and the delivery of such written approval to the Transferor. The Transferee shall be responsible for any costs incurred by the Transferor in order to perform remedial works to correct any grading deficiency.

ARTICLE 5 CONSTRUCTION

- 5.1 No building shall be erected on a Lot other than:
- (a) one Residence; and
 - (b) one or more garages, attached to and being part of the Residence or detached, suitable only for the use of the occupants of the Residence and constructed concurrently with the Residence,
- as approved by the Transferor and as erected in accordance with these Conditions, Restrictions and Covenants.
- 5.2 Save and except for a driveway constructed in accordance with these Conditions, Restrictions and Covenants, no construction shall occur except within the development boundary established for each Lot, being the area within each Lot outlined by a dash line as further identified on Schedule "B" hereto (the "Development Area").
- 5.3 No structure other than permitted in these Conditions, Restrictions and Covenants shall be erected on a Lot other than hedges (in compliance with Municipal Laws) and a garden shed measuring not larger than 3 metres in width by 3 metres deep by 1.8 metres in height; provided that the Transferor shall ensure that the location of any hedges or garden shed does not interfere with the drainage of the Lot as shown in the Lot Grading Plan.
- 5.4 No construction shall occur on a Lot unless such construction complies with all provisions of the Building Code Act (Ontario), and regulations thereto, and all other applicable law, including but not limited to all applicable Municipal Laws.
- 5.5 No tree shall be removed from a Lot without the prior written consent of the Transferor, except as permitted by Section 5.2 above. The Transferee shall maintain all trees on the Lot at the Transferee's sole expense.
- 5.6 For each Residence, building drawings, including, but not limited to preliminary Lot Grading Plans, front, rear and side elevation architectural plans and floor plan(s) (collectively, the "Building Drawings") must be reviewed and approved in writing by the Transferor prior to the Transferee applying for any building permit(s) ("Building Permit") to the Municipality. The Transferee acknowledges and agrees that the Transferor will not approve Building Drawings until and unless the Building Drawings conform to the Architectural Design Guidelines for Haven on the Trent, to be reviewed as further provided therein. No Residence shall be erected on a Lot until and unless the Building Drawings are approved by the Transferor as provided herein. The Transferor reserves the right to require amendments to the proposed Building Drawings prior to granting approval.
- 5.7 Building Drawings will only be approved for a Residence which has a front elevation that is "substantially different" as determined by the Transferor, in its sole discretion, than those Residences previously approved within three (3) Lots on either side of the Residence under review. Residences that are deemed to have "substantially different" front elevations shall include:
- (a) two of the following: different roof lines, house footprints or front porch treatments; and
 - (b) one of the following: garage door materials and designs, exterior cladding materials or window and door styles.
- 5.8 Each Residence must provide for different exterior colour selections of exterior wall construction than those Residences previously approved within three (3) Lots on either side of the Residence under review.
- 5.9 The exterior of the Residence (which term in this Clause 5.9 shall include any attached or detached garage) shall be constructed of solid brick, brick veneer, stone, wood siding or a combination of brick, brick veneer, stone, or wood siding, or such other material as may be approved prior to construction by the Transferor.
- 5.10 No Residence shall be erected on a Lot other than in accordance with the following:

- (a) a Residence constructed on a waterfront Lot (and identified as such type on Schedule "A" hereto):
 - (i) shall have a total above-grade floor area of not less than 2,000 square feet;
 - (ii) shall consist of only one-storey or one-story with loft, a loft being living space within the roof volume; and
 - (iii) shall not be anything other than a one-storey or one-storey with loft Residence.
 - (b) a Residence constructed on a water access Lot (and identified as such type on Schedule "A" hereto):
 - (i) shall, if a one-storey Residence, have a total above-grade floor area of not less than 2,000 square feet;
 - (ii) shall, if a one-storey Residence with loft (a loft being living space within the roof volume), have a total above-grade floor area of not less than 2,000 square feet;
 - (iii) shall, if a two-storey Residence, have a total above-grade floor area of not less than 2,500 square feet;
 - (iv) shall not be anything other than a one-storey, one-storey with loft or two-storey Residence.
 - (c) a Residence constructed on a wooded Lot (and identified as such type on Schedule "A" hereto):
 - (i) shall, if a one-storey Residence, have a total above-grade floor area of not less than 1,600 square feet;
 - (ii) shall, if a one-storey Residence with loft (a loft being living space within the roof volume), have a total above-grade floor area of not less than 1,600 square feet;
 - (iii) shall, if a two-storey Residence, have a total above-grade floor area of not less than 2,000 square feet;
 - (iv) shall not be anything other than a one-storey, one-storey with loft or two-storey Residence.
 - (d) a side split, back split or raised ranch Residence shall not be constructed unless approved by the Transferor, in writing, prior to commencement of construction.
- 5.11 No Residence shall be constructed unless on a permanent foundation having a maximum height of exposed concrete of 0.6 metres. Foundation extending more than 0.6 metres above grade must be clad in materials similar to the Residence.
- 5.12 No Residence shall be constructed having a roof pitch of less than 8/12.
- 5.13 No Residence shall be constructed unless a garage containing parking for at least two (2) passenger automobiles is attached thereto.
- 5.14 No permanent parking location shall be established on a Lot except within an enclosed garage.
- 5.15 No garage, whether attached to a Residence or detached, shall be constructed on a Lot unless:
- (a) the maximum width of the garage door is 3.1 metres, save and except that a garage containing parking for three (3) or more passenger automobiles may be constructed having a maximum width of the garage door of 4.9 metres; and
 - (b) the maximum height of the garage door is 2.5 metres.

- 5.16 No driveway shall be constructed on any Lot unless it is a minimum of 3 metres in width and a maximum of 6 metres in width, is constructed of a solid or granular surface, and is provided with a flare at the curb, as required by the Municipality. If a driveway is constructed with a granular surface the driveway must have a defined and maintained edge. The Transferee shall install a driveway in order to satisfy the assumption requirements of the Municipality in a timely fashion at the request of the Transferor and at no cost to the Transferor.
- 5.17 No fence shall be erected on a Lot except within the Development Area, and no fence shall be erected on a Lot except in strict conformity with all applicable Municipal Laws.
- 5.18 No dock shall be erected without the prior consent of all applicable approval authorities, including but not limited to Parks Canada. No dock shall be erected unless centered on the Lot line, unless otherwise approved in writing by the Transferor.
- 5.19 Permanent in-ground or partial above-ground swimming pools may be constructed or installed within the Development Area of a Lot provided that the Transferee's plans and specifications for such swimming pool, including lot grading and landscaping plans related thereto and the location of such swimming pool on the Lot has received the prior written approval of the Transferor and final lot grading approval for construction of the swimming pool has been obtained from the Transferor's consulting engineer, all at the cost of the Transferee and in strict conformity with the grading plan as approved by the Municipality as well as applicable Municipal Laws.
- 5.20 No top-soil, sand or gravel shall be removed from the Lot during the construction of the Residence without the prior written consent of the Transferor. No materials removed from the Lot shall be placed on any adjoining lands or any lands owned either by the Municipality or the Transferor.
- 5.21 No building waste or other material of any kind shall be dumped or stored on any Lot, except clean fill and top soil for the purpose of levelling a Lot in compliance with the Lot Grading Plan and the completion of any building thereon. Should the Transferor be required to clean-up a Lot as a result of the Transferee's failure to do so, any expense for clean-up of untidy Lots shall be solely the responsibility of the Transferee.
- 5.22 No weeping tile connections will be permitted into the sanitary sewers nor will direct gravity connections from the weeping tiles be permitted to the storm sewer system unless the storm sewer system has the capacity to provide for such connections to the satisfaction of the Municipal Engineer. However, pumped connections from the weeping tile to the storm sewers will be permitted. The sanitary sewer PDC shall be visible and capped at all times during construction to prevent storm water drainage into the sanitary sewers. No storm water shall be permitted to enter the sanitary sewer at any time during construction.
- 5.23 No excavation or construction upon a Lot shall be undertaken unless in full compliance with the provisions of the Occupation Health and Safety Act (Ontario) and regulations thereto. The Transferee acknowledges and accepts that during construction of an adjacent Residence, a contractor may be required to encroach upon their Lot to properly and safely complete shoring and excavation. Should any restoration to the Lot due to such construction be required, the Transferee, whose contractor has encroached upon the Lot shall, in a timely manner, undertake such work as is necessary to restore the affected area of the Lot to its original condition.

**ARTICLE 6
SPECIAL PROVISIONS/WARNING CLAUSES**

- 6.1 The Transferee acknowledges that certain other special provisions and/or warning clauses may be contained in agreements between the Municipality and the Transferor, or between the Municipality and a third party, registered on title to the Lots (the "Municipal Agreements"). The Transferee acknowledges and agrees that special provisions and/or warning clauses contained in the Municipal Agreement are hereby incorporated into these Conditions, Restrictions and Covenants by reference.

**ARTICLE 7
AMENITY CORPORATION**

- 7.1 The Transferee acknowledges that certain lands may be owned by a corporation for the benefit of the Lots (an "Amenity Corporation"). The provisions of this Article 7 shall apply only upon establishment of an Amenity Corporation by the Transferor.

- 7.2 The Transferee covenants and agrees to be a member in good standing of the Amenity Corporation and agrees at all times to pay such fees, dues, levies and special assessments as are imposed from time to time by the Amenity Corporation for the purpose of carrying out its objects and acknowledges that membership in the Amenity Corporation is mandatory.
- 7.3 The Transferee covenants and agrees to cause the Amenity Corporation to carry out and perform all the terms and conditions and provisions of any agreement with the City or with the Transferor with respect to the maintenance of lands and improvements owned, leased or used by the Amenity Corporation.
- 7.4 The Transferee covenants and agrees to cause the Amenity Corporation to maintain, repair and operate at its own expense all lands and improvements owned, leased or used by the Amenity Corporation.
- 7.5 The Transferee covenants and agrees to be bound by and to comply with any rules and regulations which may be imposed from time to time by the Amenity Corporation.
- 7.6 The Transferee acknowledges and agrees that any Amenity Corporation shall have the power to:
- (a) establish and enforce rules and regulations;
 - (b) charge and collect regular and special assessments payable from each Transferee; and
 - (c) register a lien against title to any Lot the owner of which is in default of payment of any assessment for more than thirty (30) days. No Transferee shall take any action to apply for removal of such lien until the assessment or arrears are paid in full together with the Amenity Corporation's costs of registration. No Transferee shall object to the having granted an interest on title to the Amenity Corporation sufficient to register such a notice, lien or charge, and shall refrain from any objection to the notice lien or charge until the outstanding account is paid in full.
- 7.7 Any obligations, rights and covenants of the Transferor contained in these Conditions, Restrictions and Covenants may be assigned to the Amenity Corporation and upon such assignment the Amenity Corporation shall assume all obligations, rights and covenants of the Transferor and perform the same as would be performed by the Transferor.
- 7.8 No Transferee shall assign, transfer or convey any or all of a Lot (any lands conveyed being referred to as the "Conveyed Lands") to any person (hereinafter referred to as the "Party To") until and unless the Party To agrees in writing to assume and be bound by all of the obligations of the Transferee hereunder, including but not limited to the obligation to be a member in good standing of the Amenity Corporation and to pay such fees, dues, levies and special assessments as are imposed from time to time by the Amenity Corporation (the "Assumption Covenant"). The Assumption Covenant shall be in the form approved, from time to time, by the Amenity Corporation, and must be received by the Amenity Corporation prior to the completion of any assignment, transfer or conveyance of any Conveyed Lands. Any assignment, transfer or conveyance contrary to this Section 7.8 is and shall be null and void, and, in addition to any other obligations contained herein, the Transferee shall be liable to the Amenity Corporation for all expenses, losses and costs incurred by or on behalf of the Amenity Corporation related, directly or indirectly, to the assignment, transfer or conveyance of the Conveyed Lands.

ARTICLE 8 COVENANTS

- 8.1 The Transferor, its successors and assigns, reserves the right to enter upon any Lot(s) (subsequent to any conveyance it may execute) at any time during the period these restrictions are in force as specified in Section 2.1 herein for the sole purpose of making any repairs, changes or alterations in the grading or location of any swales upon the Lots or changes in any engineering details as may be required by the Municipality, in connection with its approval of any engineering drainage plans affecting such Lot(s) and pursuant to the liability imposed on the Transferor to do such work as provided by any Municipal Agreements. This right to enter benefits all real property within the boundaries of the Municipality owned, from time to time, by the Transferor, including but not limited to all the Lots governed by these Conditions, Restrictions and Covenants still owned from time to time by the Transferor.

- 8.2 The Transferee acknowledges that the Lands are being developed by the Transferor in accordance with certain Municipal Agreements and it is agreed that construction upon and the usage of the Lots shall be governed in all respects by the Municipal Agreements where applicable.
- 8.3 The Transferor shall be under no liability to the Transferee(s), his, her, its or their heirs, executors, administrators, successors or assigns or to any other person or corporation for any damages arising directly or indirectly out of or in connection with its approval or disapproval or failure to approve any plans for specifications or its consent to or failure to consent to any act, matter or thing, or its amendment, variation, modification or removal of any restrictions herein contained, or its substitution of other restrictions or failure to enforce any contravention of these Conditions, Restrictions and Covenants.
- 8.4 The Transferee hereby covenants with the Transferor that the burden of these Conditions, Restrictions and Covenants shall run with and bind the lands conveyed to and owned by the Transferee and are for the benefit thereof, as well as for the benefit of all real property within the boundaries of the Municipality owned, from time to time, by the Transferor, including but not limited to all the Lots governed by these Conditions, Restrictions and Covenants still owned from time to time by the Transferor.
- 8.5 The Transferor, may amend, vary, modify or remove any Conditions, Restrictions and Covenants herein contained and substitute any other Conditions, Restrictions and Covenants in respect of the Lots, insofar as minor breaches thereof are concerned, but not so as to change the general intention or scheme of these Conditions, Restrictions and Covenants.
- 8.6 Where any provision of these Conditions, Restrictions and Covenants require the consent or approval of the Transferor, whether by those words or otherwise, such consent or approval shall be made by the Transferor in writing only, and shall be given or withheld in the sole discretion of the Transferor.
- 8.7 If any Condition, Restriction or Covenant contained herein, or the application thereof to any circumstance, shall be held to be invalid or unenforceable, than the remaining provisions hereof and the application thereof to other circumstances shall be not affected thereby and shall be held to be valid and enforceable to the full extent permitted by law.

DATED at London, Ontario this ____ day of _____, 2017.

SIFTON PROPERTIES LIMITED

Per: _____
Richard Sifton
President & CEO

Per: _____
Wayne Reid
Executive Vice President
We have authority to bind the Corporation.

SCHEDULE "A"

Lot	Legal Description	Type
1		Waterfront
2		Water Access
3		Waterfront
4		Waterfront
5		Water Access
6		Waterfront
7		Waterfront
8		Water Access
9		Waterfront
10		Waterfront
11		Water Access
12		Waterfront
13		Waterfront
14		Water Access
15		Waterfront
16		Waterfront
17		Water Access
18		Waterfront
19		Waterfront
20		Water Access
21		Waterfront
22		Wooded
23		Wooded
24		Wooded
25		Wooded
26		Wooded
27		Wooded
28		Wooded
29		Wooded
30		Wooded
31		Wooded
32		Wooded
33		Wooded
34		Wooded
35		Wooded
36		Wooded
37		Wooded
38		Wooded
39		Wooded

SCHEDULE "B"

