



Buckingham Estates

Subdivision Restrictive Covenants

Schedule 'B'

November 2020

Buckingham Estates Town of Conception Bay South Newfoundland and Labrador

PREFACE

The purpose of these covenants is to help ensure that the Buckingham Estates residential subdivision is an attractive, aesthetically pleasing place to live. Buildings should be consistent in style but also have a variety of distinguishable features such that the area has its own special character within the overall community, increasing attractiveness for potential buyers. A pleasant visual appearance is achieved by how a group of homes relate to one another. The transition from one home to another should be gradual and avoid sudden changes in height, colour and exterior finish. The design of the home should utilize the building lot's location in the development to take advantage of slope, views, vegetation and greenery. The design should also take into account the unique location of Buckingham Estates, tucked away amongst the trees in one of Conception Bay South's most attractive subdivisions.

It is important to note that the covenants outlined in this document are ultimately established to protect the interests and property value of the residents of the Buckingham Estates subdivision. Adherence to the covenants will ensure that the community maintains its aesthetic appeal and long term value.

THE COVENANTS

With the intention that the burden of these covenants shall run with and bind the land shown on the Plan of Development described in Schedule "A" annexed hereto (hereinafter defined as the "**Subdivision**"), the Developer and 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 theirs, his, her or its respective heirs, executors administrators, successors and assigns, to observe, perform and comply with the following Subdivision Covenants (collectively referred to as the "**Covenants**"), namely:

- 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 Subdivision;
 - b) "**Developer**" means 63216 Newfoundland and Labrador Inc. and shall include the Vendor named in the attached Indenture, its successors and assigns;
 - c) "**Garage**" shall include any structure used or to be used for housing or protection of motor vehicles, all-terrain vehicles, boats and garden equipment;
 - d) "**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, is conveyed;



- e) **"Town"** means the Town of Conception Bay South or such successor municipality for which the Subdivision shall be governed; and,
- f) **"Subdivision"** means Phase 1 of the Buckingham Estates Subdivision (Lots 1 – 27) described in the annexed Schedule "A".

General Use of Property:

- 2) A Building Lot shall not be used for any purpose other than for private residential purposes and in particular shall not be used for the purpose of any profession, trade, employment, service, manufacture or business of any description, nor as a school, daycare, church, hospital or other charitable institution, nor as a hotel, apartment house, rooming house or place of public resort, nor for any sport or recreation (other than such as is normally associated with lands occupied as a private residence), nor for any other purpose than a private residence.
- 3) No attached or semi-detached house or duplex shall be erected on a Building Lot and no more than one detached dwelling house may be erected on a Building Lot. Dwelling houses shall not be multi unit, though an in-law suite shall be permitted, subject to compliance with Town guidelines.
- 4) Nothing shall be done or permitted upon any of the Building Lots or buildings erected or to be erected thereon which shall be unlawful or which shall be a nuisance to the occupants of any neighbouring lands or dwelling houses, it being understood and agreed that the occupiers of Building Lots may erect thereon and use lighted tennis courts and lighted swimming pools.
- 5) No signs, billboards, notices or other advertising matter of any kind (except the ordinary signs offering a Building Lot or buildings thereon for sale or rent) shall be placed on any part of a Building Lot or upon or in any buildings or on any fence, tree or other structure on a Building Lot.
- 6) Other than as hereinafter provided, no above ground transmission and communication systems, including but not limited to telephone, television, cable or secondary electrical systems are to be erected or maintained on any part of a Building Lot.
- 7) No exposed aerials, antennas, solar panels, or any other fixture or equipment shall be erected or maintained on any part of the Building Lot except:
 - a) Satellite dishes less than 1 metre in diameter may be mounted at the rear of a dwelling house provided that it is not visible from the street; and,
 - b) Solar panels are permitted if incorporated into the roof structure of the dwelling house or ancillary buildings.
- 8) No repairs to any motor vehicle shall be effected on a Building Lot except within a wholly enclosed Garage.
- 9) No mobile home shall be placed on a Building Lot. Camper Trailers may be parked on the Building Lot for the purpose of seasonal/temporary storage only and not for the purpose of occupation of same.



- 10) No fill, building waste or other material of any kind shall be left, dumped or stored on a Building Lot except clean earth for the purpose of levelling in connection with the erection of a building thereon or the immediate improvement of the grounds.
- 11) No portion of the Building Lot, or the Subdivision shall be used for the parking or storage of commercial vehicles, including, but not limited to, school busses, oil trucks, freight trucks, trucks over one tonne or any vehicles of a similar nature.
- 12) No horses, cattle, hogs, sheep, poultry or other stock or animals other than household pets normally permitted in private homes in urban residential areas shall be kept upon a Building Lot.
- 13) No incinerator or other refuse-burning device shall be erected or maintained upon a Building Lot. No refuse or waste pile shall be maintained or permitted on a Building Lot. The Owner agrees to act prudently in the placement of solid waste products, including municipal waste, recycling and compost containers so as not to create a nuisance for other residents and at all times will comply with municipal requirements.

Building/Construction Restrictions:

- 14) No dwelling house shall be erected or stand upon a Building Lot or any part thereof which shall have a ground floor area of less than:
 - a) 1,615 square feet in the case of a one storey dwelling;
 - b) 1,410 square feet in the case of a dwelling of more than one storey but not a full two storeys;
 - c) 1,200 square feet in the case of a dwelling of two storeys or more;

provided that a total habitable floor area of any dwelling shall not be less than 2,200 square feet. The measurements for calculations of the areas referred to in this paragraph 14, shall be taken as the outside measurements for the main walls of each dwelling house, excluding Garage, porch, veranda, sunroom, attic and unfinished basement.

- 15) All construction and activity on the Building Lot shall conform to, and be in accordance with, the Development Regulations of the Town and the terms and conditions of the Development Agreement in place between the Developer and the Town, 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 up 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;



- d) The Owner shall not occupy any building on the Building Lot without first obtaining an Occupancy Permit or such other agreements or conditions that may be acceptable to the Town;
 - e) The Owner shall provide the necessary surveys and establish building lines and foundation elevation required by the building contractor to ensure that 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 before the foundation walls are constructed; and,
 - f) The Owner shall complete paving of driveways within twelve (12) months of occupancy.
- 16) No building, wall, fence (including hedges), gate, post or other structure shall be commenced, constructed or maintained on a Building Lot, nor shall any addition to, or alteration thereof be made with the exception that an Owner who resides at a residence built on a Building Lot may carry out landscaping which includes hedges, and may erect fences, gates, garden sheds and other structures compatible with other residential use in the Subdivision, providing all requisite permits are obtained from the appropriate municipal and provincial authorities.
- 17) Where trees exist, a buffer of trees shall be maintained to a minimum depth of 3 meters along the rear boundaries.
- 18) Driveways and walkways shall be finished with asphalt, concrete or paving stones and maintained in a good and attractive condition.
- 19) No part of any dwelling erected on a Building Lot, other than a chimney or chimneys, shall extend in height beyond twenty-eight (28) feet from a line drawn level with the top of the foundation of the dwelling.
- 20) The Owner hereby agrees to consent to the construction of sidewalks, pavements, sewers, water mains and other local improvements which may be applied for by the Developer or its successors as a result of requirements received from any governmental or other regulatory body.
- 21) The Developer or its successors shall have the right to convey to the municipality or other public authority any part of the Subdivision (other than the land already conveyed) for park, recreational or other similar purposes.
- 22) The Owner will not damage or remove any survey stake planted and if any such stake is damaged or removed by the Owner or the Owner's contractors, servants, agents, workmen, vehicles, materials or equipment, the Owner will pay the cost of such replacement by a surveyor.
- 23) The Owner will place or cause to be placed all wires and cables leading from the street line to the house foundation on the Building Lot under the surface of the Building Lot and after so placing such wires and cables shall restore the surface of the Building Lot to a finished landscaped condition.



- 24) There shall be no subdivision of a Building Lot as the term "subdivision" is used within the Town's Development Regulations or any regulations or by-laws in substitution for the Town's Development Regulations.

Interpretation:

- 25) In this restrictive covenant, pronouns importing the singular shall include the plural and both masculine and feminine and neuter, as the context may require.
- 26) The restrictions herein contained are severable and the invalidity or unenforceability of any restrictions shall not affect the validity or enforceability of any other restrictions.
- 27) The Developer reserves the right to waive, alter, vary, modify or remove any of these restrictions in respect to any Building Lot or Building Lots without notice to the Owner so long as the Developer retains ownership of any of the lands or Building Lots in the Subdivision and provided that such waiver, alteration, variation, modification or removal does not fundamentally change the nature and character of the Subdivision.
- 28) These restrictions shall not be held binding upon the Owner or any other person, persons or corporation claiming through the Owner except in respect of breaches committed or continued during his, her, their or its ownership of the Building Lot upon or in respect of which such breaches shall have been committed.
- 29) The Owner acknowledges that a breach or threatened breach by the Owner of any of the restrictive covenants herein contained constitutes irreparable harm or damage to the Developer and owners from time-to-time of the Building Lots and the compensation for such harm or damage is not capable of being measured in monetary awards. As a result, the Owner acknowledges that the Developer or the owners of any of the other Building Lots shall be entitled to injunctive relief, declaration or similar orders to restrain any such breach or threatened breach. In the event that enforcement of these covenants is required, the party in default of the covenants shall be responsible to the enforcing party for all claims, damages, costs of expenses resulting therefrom, including the recovery of 100% of any legal fees incurred on a solicitor-client basis. For greater certainty nothing herein shall obligate the Developer or any Owner to take any action to enforce a breach of any of the Covenants herein contained however the Developer or any Owner may take any such action provided that the Developer or the enforcing Owner continues to own property within the Subdivision.
- 30) The Owner shall obtain from any subsequent purchaser of the Building Lot a covenant to observe the restrictive covenants herein set forth including this clause.
- 31) Nothing in this restrictive covenant diminishes or replaces the obligation on the Owner to obtain any required permits from the appropriate municipal and provincial authorities.

