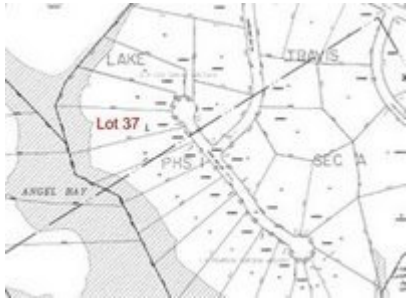


## Covenants, Conditions and Restrictions



**By Brian Madigan LL.B.**

Sometimes people will ask, just what is in a covenant? What do they look like? What do they say? How detailed are they?

So, if you are not familiar with them, then here's an example of a Restrictive Covenant by the developer

Pleasantview Estates Development Company for the Pleasantview Estates subdivision in Morrison Township.

### COVENANTS, CONDITIONS AND RESTRICTIONS

1. No lot shall be used except for *residential purposes*. No building shall be erected, altered, placed or permitted to remain on any lot other than one *single family detached structure* not to exceed two full stories in height exclusive of the basement and attic.

All garages shall be used for private garages attached to the single family structure or if detached therefrom, may be erected when they are appurtenant to and in harmony with the main building but not otherwise. Trailers, tents, barns, modular homes, prefab homes, mobile homes, or any other type of manufactured structure shall not be permitted. One detached utility storage building shall be allowed to be constructed upon the lot not more than one story in height, shall be composed of a no less than one-hundred (100) square feet nor more than three-hundred (300) square feet constructed of such materials as shall be in harmony with the main building.

Any such detached utility storage shall be placed within applicable setbacks, shrubs no less than five (5) feet in height (measured from the ground up) with a maximum distance between trunks of the shrub of no more than three (3) feet must be placed around any side of the storage building that adjoins a neighbouring property within the subdivision. The front or sides of the storage building may not be visible from any street within the subdivision.

2. All structures, both main and accessory, including but not limited to decks, sheds, garages, chimney structures (must be masonry, brick or stone, no bare pipe chimney is allowed within the development) etc. permitted on any lot shall be constructed only after the *Grantor has reviewed and approved the building plans*, materials and exterior color selections, and approval of plans, materials and *exterior color selections* have been given in writing by Pleasantview Estates Development Corporation or its successors and assignees. Once these exterior color selections have been made, these colors must be maintained but not

changed for a period of no less than ten (10) years. All structures must comply with zoning ordinances.

3. No structure may be occupied as a residence until the interior and exterior of said structure have been completed in its entirety, or as may be required by the governing municipality, with the exception of landscaping, driveway, and front door to driveway service walk only. All landscaping, driveways, and front door to driveway service walk must be *completed within six (6) months of occupancy*.

4. All structures located upon the premises shall be located in conformance with front, rear, and side yard *building line restrictions* as set forth on the subdivision plan and as imposed by the governing municipality under its designation in the zoning by-law of the township.

5. *No lot shall be further subdivided* into smaller lots and no portion less than all of such lots shall be conveyed or transferred by any Owner of property in the Pleasantview Estates Subdivision (hereinafter referred to as "Owner").

6. No lot shall be used or maintained as a *dumping ground* for rubbish, trash, garbage, waste or hazardous materials. Each Owner shall keep each lot and all improvements in good order and repair. All receptacles for the disposal of such materials shall be kept in a clean, sanitary condition, out of sight from any street within the subdivision and such materials shall be removed from the property frequently. Tree branches, grass clippings, etc. must be disposed of immediately and can not be accumulated upon any lot within the subdivision. Burning of any type material shall not be permitted except as designated by the Developer.

7. Motor *vehicle repair* shall not be permitted in any street or motor vehicle parking area, nor shall any streets or motor vehicle parking areas or any part of any lot be used for dead storage of any type or description including motor vehicles, boats, trailers, campers, etc.

8. *No vehicles* used for commercial enterprise or personal use, including but not limited to buses, tractors, trailers, motor homes, travel trailers, campers, or boats shall be *stored or parked* on any lot, or on any street within the subdivision. All motor vehicles, motor homes, travel trailers, campers, trailers, or boats shall be prohibited from being parked on the streets of the subdivision for a period in excess of six (6) hours.

9. *No fence* shall be erected over *six (6) feet* in height on any residential building lot. Any fence constructed on any residential building lot within this subdivision must conform with the current zoning ordinance imposed by the governing municipality, must be an all vinyl material in either white, almond, or light grey in color and must be of a decorative nature. Metal or vinyl coated chain link, wooden or metal fences are not permitted on any residential building lot within this subdivision.

10. *Swimming pools*, asphalt and clay tennis courts and accompanying cabanas, with accessories, including required fencing for the same, shall be permitted provided they are in conformance with all applicable municipal and state regulations governing the same. Above ground pools are not permitted in this development, unless any and all portions of the pool and its appurtenances are completely not visible from any street within the subdivision.

11. *No television antenna* shall be allowed. No other antennas including but not limited to citizens band, a hand radio antenna, satellite transmission dish (in excess of two (2) feet diameter), or other reception and transmission devices shall be erected or maintained upon the exterior part of any structure or upon the lot. Any satellite transmission dish (less than two (2) feet in diameter) may not be placed in or on any part of the front, or within fifteen (15) feet of the front of any structure on the property and no trees shall be removed.

12. *No animals*, livestock, swine, or poultry of any kind shall be raised, bred, maintained or kept on any lot or within any structure upon any lot; except that dogs, cats, or other household pets may be kept, provided that they are not raised, bred, maintained, or kept for any commercial purposes and are solely contained on the Owner's property.

13. *No signs* of any kind, nor any unsightly objects, shall be displayed to the public view on any lot, except the following: Contractors building signs and real estate signs while houses are under construction and a permanent address sign which Pleasantview Estates Development Company or its successors and assignees shall designate as the specific type of sign which will contain house number and street name within the development.

This sign shall be permanently attached facing the street, in the space allowed for between the mailbox and newspaper receptacle of the masonry mailbox/lampost/newspaper receptacle outlined in paragraph 19 below. After completion of the main residence and a certificate of occupancy has been issued the only sign allowed on any lot within the subdivision is one (1) real estate sign which may be temporarily erected while the subject property is for sale, this sign shall not be greater than six (6) square feet in size, must be placed within five (5) feet of the main residence, the sign must be parallel with the street, and not permanently fixed in the ground.

14. *No business* or profession, offensive, noisy or illegal trade, hauling, transaction or activity shall be carried on upon any lot or structure erected thereon, nor shall anything be done thereon which may be or which may become an annoyance or nuisance to a residential neighbourhood.

15. All *utilities* service including but not limited to electric, telephone, and cable television shall be supplied from an *underground* distribution system. Individual lot owners shall pay all costs incurred for the provision of service from any laterals imbedded on each lot including but not limited to trenching, stone,

pipng, backfilling, and any fees due to the utility providing such installation and service.

16. All *easements*, restrictions, setbacks, street dedications set forth above on the plan of Pleasantview Estates referred to herein above shall be incorporated by reference thereto. Further, under and subject also to the terms and conditions of prior deeds, agreements with cable service or public utility companies with respect to the installation of electric, telephone, cable television, water, sewer, gas lines, fire hydrants, and pipes or other public or private utilities over, across and through the premises as may be at any time necessary, convenient or required, in order to provide service of such utilities to Owners of the lots in said subdivision.

17. Within *six (6) months* after completion of construction of any structure upon the premises, Owner must install a permanent, interlocking brick or concrete *driveway* upon the lot and all landscaping must be complete.

18. *All structures* permitted on any lot shall be constructed with a minimum of two thousand (*2,000 square feet*) of living space exclusive of porches, finished basements, and garages and subject to the provisions of paragraph two above.

19. All Owners of lots within the Pleasantview Estates Subdivision must utilize the exact same type of *masonry mailbox/lamppost/newspaper receptacle* combination, no other type of mailbox, lamppost, or newspaper receptacles shall be allowed.

This masonry mailbox/lamppost/newspaper receptacle combination shall be provided by the developer for each property and must be maintained by the individual property owners. The masonry structure shall be internally wired for a lamppost, however the required light fixture and dusk to dawn sensor, light bulb(s), installation and electrical connection to the main structure shall be at the cost and responsibility of each individual property owner. The light fixture for each mailbox/lamppost/newspaper receptacle combination shall contain a dusk to dawn light sensor and 100 watt light bulb.

All property owners must maintain the mailbox/lamppost/newspaper receptacle in good working order by replacing any defective parts, i.e., (light bulbs, sensors, light fixture, painting, mailbox, any type of damage, etc.) within one week (48 hours for light bulbs) of commencement of any defect. All mailbox/lamppost/newspaper receptacle combinations must remain the original color and can only be repainted (if necessary) in the original color. There shall be no further alteration or modification to this structure and its appurtenances in any way.

20. Any Owners of property within the Pleasantview Estates Subdivision that have *wetlands* upon their properties shall conform with all federal, state, and local regulations governing the uses allowed within such wetland areas.

21. Any Owners of property within the Pleasantview Estates Subdivision that have *easements for utilities*, drainage, etc. upon their properties shall conform with the terms and conditions governing those easements and are limited by the uses allowed within such easements.

22. Developer shall in accordance with the Subdivision Improvements Agreement *install street trees*. Grantees shall be responsible for maintenance of the street trees as required by Morrison Township. Grantees shall be responsible for replacement of any tree after one year.

23. The *removal of any trees* on any lot in the subdivision must be in conformance with the applicable ordinances established by Morrison Township.

24. Owners of lot numbers 1, 32 and 38 shall be responsible for the maintenance of the entrance columns and any shrubbery or plants which are erected upon their respective lots. In addition lot number 32 shall also be responsible for the maintenance and any shrubbery or plants of the entrance column across the street from their property.

25. *Sports equipment* including but not limited to permanent and portable basketball backboards, soccer or hockey goal facilities, baseball apparatus, etc. are permitted within the subdivision provided they are placed at the very rear of the driveway as far from the street as possible. This will normally be at the rear of the driveway turnaround area. However, no sports equipment shall be allowed within the first sixty (60) feet of property measured from the curb toward the rear yard area. Swing sets and other child entertainment facilities shall be permitted provided they are placed within the rear fifty (50) percent of any lot, on a corner lot this would apply to the rear fifty (50) percent from each adjacent street.

26. The hanging of *laundry* is prohibited upon any lot within the subdivision.

27. *Enforcement* shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

28. *Invalidation* of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

29. These covenants are to *run with the land* and shall be binding on all parties claiming under them for a period of forty (40) years from the date these covenants are registered.

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